



OFFICIAL NOTICE AND AGENDA

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

Meeting of the:	COMMON COUNCIL OF THE CITY OF WAUSAU
Date/Time:	Tuesday, August 8, 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

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

File #	CMT	Consent Agenda	ACT
23-0701	COUN	Minutes of a previous meeting. (07/11/2023)	Placed on file
23-0807	CISM	Resolution Approving State/Municipal Agreement for Grand Avenue from Lakeview Drive to Kent Street	Approved 4-0
23-0809	CISM	Resolution Approving Revocable Occupancy Permit for encroachment located at 7255 Stewart Avenue.	Approved 4-0
23-0810	CISM	Resolution Approving Revocable Occupancy Permit for encroachment located at 7120 Stewart Avenue.	Approved 4-0
23-0811	CISM	Resolution Approving Revocable Occupancy Permit for encroachment located at 7019 Stewart Avenue.	Approved 4-0
23-0812	CISM	Resolution Approving Revocable Occupancy Permit for encroachment located at 5000 Stewart Avenue.	Approved 4-0
23-0813	CISM	Resolution Approving Revocable Occupancy Permit for encroachment located at 4901 Stewart Avenue.	Approved 4-0
23-0806	CISM	Resolution Approving the installation of appropriate signage on Riverview Drive from 3736 Riverview Drive north to Evergreen Road concerning "No Dumping"	Approved 4-0
23-0805	CISM	Ordinance Amending Section 10.20.080(a) designating no parking on east side of Riverview Drive from 3736 Riverview Drive north to Evergreen Road	Approved 4-0
23-0816	ED	Resolution Approving termination of recorded Deed Restrictions and recording revised Deed Restrictions for 145 S. 84th Avenue	Approved 5-0
20-1011	ED	Resolution Approving Appointment of Tiffany Rodriguez-Lee as the next Poet Laureate of the City	Approved 5-0
23-0818	FIN	Resolution Approving State/Municipal Agreement for Wausau LED Streetlight Conversion	Approved 3-0
23-0804	PLAN	Resolution Approving Final Plat for the Stettin Acres (Town of Stettin, 145100-145900 Stettin Drive)	Approved 6-0
23-0108	PH&S	Resolution Approving or Denying Various Licenses as Indicated	Approved 4-0
File #	CMT	Resolutions and Ordinances	ACT
23-0803		Mayor's Appointments	Placed on file
23-0808	FIN	Resolution Approving the overhire of one police officer within the Police Department	Approved 3-0
22-1109	FIN	Resolution Approving 2023 Budget Modifications – Seal Coat Project	Approved 3-0
23-0815	ED	Resolution Approving the First Amendment to the Development Agreement for Foundry on 3rd Ph 1, LLC.	Approved 4-1
18-0911	ED	Resolution Approving Termination of Lease Agreement with Marathon County UW-Extension – 700 Grand Avenue	Approved 5-0
23-0820	FIN	Resolution Approving the proposed Axon contract for Public Safety Software Suite of Services including body worn and in-squad cameras, tasers, interview room recording and digital evidence management and storage and related budget impacts	Approved 3-0
23-0821	FIN	Resolution Approving acceptance of Public Health Vending Machine Program (PHVM) \$80,000 for the purchase of two outdoor health vending machines, setup, maintenance, and supplies	Approved 5-0
Suspend Rule 6(B) Filing (2/3 vote required)			
23-0108A	PH&S	Resolution Approving or Denying Various Licenses as Indicated	Pending
22-1109A	FIN	Resolution Approving City's accepted Offer to Purchase for 1514 N. 2nd Street and related budget modification	Pending
23-0819	HR	Resolution Approving ATU Local 1168 Union Grievance Arbitration Settlement	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 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 8/04/23 @ 2:30 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, July 11, 2023 in Council Chambers, beginning at 6:32 p.m.,
Mayor Katie Rosenberg presiding.

Roll Call

7/11/2023

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

Presentation: Update on mall redevelopment/Foundry on 3rd LLC – Chuck Ghidorzi, Dave Eckmann, Nick Patterson

Question of Privilege raised by Diny to ask the Common Council to set expectations and clarify the timeline for the mall redevelopment. *Question of Privilege was ruled out of order by the chair* on the recommendation of counsel that action and discussion on this redevelopment was not agendized and that the motion was not a question of privilege.

Motion by Diny, seconded by Herbst, to appeal of the point of privilege denial.

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

Yes Votes: 1

No Votes: 10

Abstain: 0

Not Voting: 0

Result: FAILED

Presentation was given by Chuck Ghidorzi on the mall redevelopment. Nick Patterson gave an update on The Foundry on 3rd project. Dave Eckman presented on the downtownrefresh.com website which promotes the downtown area.

McElhaney questioned if the lenders for the redevelopment are in place and if they expect any further delay on this project beyond the Spring of 2024. It was stated that the developers are working with lenders for the projects, and that they are taking the steps to finalize and secure the financing. Construction is expected to begin in the spring but there are changing dynamics in the construction and financing industries which could cause delays.

Larson questioned equity on the project and Ghidorzi specifically on building trust among constituents. It was stated that they continue to raise equity for this project. Ghidorzi maintained that the company is cognizant of the appearance of properties owned.

Diny cited the strategic plan for the city to “deliberately encourage and incentivize the mall redevelopment so that a vibrant downtown is created,” and continued comments on holding the developers accountable to the plan for this redevelopment. *Point of Order* raised by McElhaney against making comments when the item was agendized for education only in which questions could be asked. *Point of Order was well taken by the chair* and Diny was asked to make ready questions for the presenters. Diny questioned as to what precludes the developers from taking possession of the project site this year. It was stated that they are taking the necessary steps to move forward. *Point of Order* raised by Rasmussen against openly discussing the terms from the development agreement when the

item was agendaized for education only in which questions could be asked. *Point of Order* was well taken by the chair who restated the discussion into a question of how the community can be sure the redevelopment will not encounter further delays. It was stated that the amount of investment by the developers into the project shows earnest interest in moving forward.

Kilian stated disagreement with the notion that open meeting laws prevents discussion on the items before the Common Council. Kilian questioned as to if the developers were seeking investors from within the community. It was stated that investors are drawn from a common investor pool and then local investors are invited. Killian questioned as to if private investment was included in the discussion from the development when public funding was first agreed to be provided. It was stated that private investment is expected to be utilized in redevelopment projects. Kilian clarified the question to state that private money had not been previously discussed in public discussions.

Terrence Wall, President and CEO of a developer for the project, was recognized to summarize the effort to move the project forward.

Kilian questioned the removal of concrete on the project site, if soil was removed, and if there would be action taken to remove potentially contaminated soil and replace a soil cap on existing contaminated soil. The site of concern will be recapped if the construction timeline is extended.

Diny questioned if the developers anticipate future request of public funding from the city for this redevelopment. It was stated that future public investment would not be requested.

Rosenberg questioned next steps in the process. It was stated there would be an amendment to the development agreement previously approved regarding the timeline commencement date to be before the Economic Development Committee and Common Council in August of this year.

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

None.

Consent Agenda

7/11/2023

Motion by Watson, seconded by Henke, to approve all items on the Consent Agenda as follows:

23-0501 Minutes of a previous meeting (5/23/2023)

23-0601 Minutes of a previous meeting (6/13/2023)

23-0705 Resolution from the Capital Improvements & Street Maintenance Committee Ordinance Amending Section 10.20.080(a) designating no parking on both sides of South 8th Avenue between Stewart Avenue and Callon Street

23-0704 Joint Resolution from the Capital Improvements & Street Maintenance Committee and the Plan Commission Approving conveyance of existing two-foot driveway encroachment on 214 Wyatt Street to owner at 220 Wyatt St. (Luke Stenberg)

23-0707 Resolution from the Finance Committee Authorizing the submittal of a Wisconsin Elections Commission subgrant application to help offset costs to purchase redesigned absentee ballot envelopes

08-09917 Resolution from the Finance Committee Approving Parking Lot Lease with JSAF I, LLC - 610 and 614 N. 1st Street

12-0219 Resolution from the Human Resources Committee Approving Amendment to the Employee Handbook Section 8.06 - Use of Sick Leave

23-0108 Resolution from the Public Health & Safety Committee Approving or Denying Various Licenses as Indicated

Yes Votes: 11

No Votes: 0

Abstain: 0

Not Voting: 0

Result: PASSED

23-0703

7/11/2023

Motion by Lukens, seconded by Watson, to confirm the Mayor's Appointments to the City/County Information Technology Commission and the Sustainability, Energy, and Environment Commission.

Chet Strebe - City/County Information Technology Commission - (Reappointment – Term expires 5/31/2025)

Jean Abreau - Sustainability, Energy, and Environment Commission (New Appointment - Term expires 4/30/2026)

Yes Votes: 11

No Votes: 0

Abstain: 0

Not Voting: 0

Result: PASSED

23-0711

7/11/2023

Motion by Rasmussen, seconded by Lukens, to approve the Resolution from the Finance Committee Authorizing the Issuance and Establishing Parameters for the Sale of not to Exceed \$11,170,000 General Obligation Promissory Notes, Series 2023B.

Philip Cosson, Senior Municipal Advisor at a contracted financial consulting firm, was recognized for the purpose of explaining the particulars and purposes of issuing the promissory notes.

Diny questioned if the portion of TID #12 was impacted by the delay of the development on the mall redevelopment/Foundry on 3rd. Maryanne Groat, Finance Director, stated that the city reduced the amount of borrowing at the previous Finance Committee meeting to reflect the delay. It also reflects delays on elevator work on a parking ramp that was paused to allow demolition work to be done yet. Diny stated that the city is already taking action based on the stated delay of this redevelopment.

Rasmussen stated that the city is taking on less municipal debt this year due to the delay while the city is still building the infrastructure grid.

Diny stated that the city was making decisions based on unclear information and urged the Common Council to procrastinate on other expectations related to the redevelopment agreement.

Kilian stated that there is a risk to borrowing for infrastructure based on a plan that is delayed and shared concerns with building out that infrastructure for a particular development.

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

Yes Votes: 8

No Votes: 3

Abstain: 0

Not Voting: 0

Result: PASSED

23-0712

7/11/2023

Motion by Rasmussen, seconded by Watson, to approve the Resolution from the Finance Committee Authorizing the Issuance and Establishing Parameters for the Sale of not to Exceed \$1,280,000 Taxable General Obligation Promissory Notes, Series 2023C.

Cosson was recognized for the purpose of explaining the particulars and purposes of issuing the promissory notes.

Groat stated the parameters of the promissory note and outlined the offsets of the increase in borrowing.

Diny stated previous dissent due to a loss of focus on redevelopment projects.

Kilian stated previous dissent due to the need to focus on other non-elective priorities within the city.

Groat stated that the city has already purchased the property and failure to approve the resolution would result in drawing on reserves to fund the purchase.

Rasmussen stated that the project funded by this resolution goes beyond a walking path and would result in job creation with a collaboration with the city and an operating business on the site.

McElhaney stated constituent support for this project for the walking path and development of the site by the business collaboration.

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

Yes Votes: 9 No Votes: 2 Abstain: 0 Not Voting: 0 Result: PASSED

23-0405 7/11/2023
 Motion by Henke, seconded by Diny, to approve the Resolution from the Committee Capital Improvements & Street Maintenance Committee Approving 2023 Alley Pavement Project and Authorization to Let Bids.

Larson stated that this item came before the Capital Improvements & Street Maintenance Committee when previously supported by the residents but upon investigation of the paving project was opposed by the residents impacted.

Rasmussen stated that the original petitioner in support of the paving project had thought better of the project after the fact when issues of wet basements and surface flooding were brought forward upon additional investigation.

Hanke stated making a motion to move forward but would not support the resolution.

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

22-0709 7/11/2023
 Motion by Watson, seconded by Henke, to approve Resolution from the Economic Development Committee Approving the request of Asch Properties, LLC (Infused) at 180 E. Wausau Ave., to extend one-year occupancy deadline and modify project plan.

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

23-0708 7/11/2023
 Motion by Watson, seconded by Henke, to approve a Resolution from the Economic Development Committee Approving Authorization to transfer 703 Fulton Street to Wausau Community Development Authority.

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

23-0709 7/11/2023
 Motion by Lukens, seconded by Watson, to approve a Resolution from the Economic Development Committee Approving Authorization to subordinate the City's loan with Nidus Holding Company, LLC to Abby Bank and SBA.

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

98-0412 7/11/2023
 Motion by Watson, seconded by Herbst, to approve a Joint Resolution from the Economic Development & Finance Committees Approving First Amendment to Development Agreement and Second Amendment to Master Ground Lease between City of Wausau and Federal Building Redevelopment Limited Partnership for Federal Building Lofts at 317 North First Street, to allow for an additional loan from City and related TID #3 budget modification.

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

22-1109

7/11/2023

Motion by Watson, seconded by Rasmussen, to approve a Resolution from Finance Committee Approving 2023 Budget Modification - Washington Street Sewer Siphon Project.

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

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

22-1109A

7/11/2023

Motion by Watson, second by Diny to adopt the Resolution from the Finance Committee Approving the 2023 Budget Modifications - Ambulance purchase.

Yes Votes: 11 No Votes: 0 Not Voting: 0 Result: PASS

23-0706

7/11/2023

Motion by Herbst, second by Lukens, to approve a Resolution from the Plan Commission Approving the General Development Plan at 315, 319 & 325 North 1st Avenue to allow for transitional housing for at least 39 men and 20 women and commercial kitchen and facility to feed up to 120 people in a PUD, Planned Unit Development Zoning District.

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

Suspend the Rule

7/11/2023

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

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

23-0710

7/11/2023

Motion by Lukens, seconded by Rasmussen, to approve a Resolution from Common Council Authorizing the acquisition of two used buses from the City of Waukesha for \$5,000.

Matthew Rosenbloom-Jones, Wausau Transit Director, was recognized to provide background information on this resolution. It was stated that a number of city buses are at the end of their useful life and one bus was involved in an accident and needed to be replaced. The resolution is before the Common Council because the federal transit administration requires a resolution to be passed by a municipal transit system's governing body before vehicles can be transferred from one system to another.

Larson questioned the current condition and expected life usage of the buses to be purchased. It was stated these busses will get several years of service due to them being used for the limited school tripper service and proper maintenance. It was stated the senior mechanic for Wausau Transit was sent to inspect the condition of the vehicles and reported that they are well maintained.

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

23-0713

7/11/2023

Motion by Herbst, seconded by Rasmussen to approve a Resolution from Common Council Authorizing the acquisition of three used buses from the Duluth Transit Authority for \$0.

Rosenbloom-Jones was recognized to state gratitude towards the Duluth Transit Authority.

Diny expressed gratitude towards Rosenbloom-Jones for securing this transfer.

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

22-1109B

7/11/2023

Motion by Diny, seconded by Kilian, to amend the resolution to strike the word minivan.

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

Motion by Herbst, seconded by Lukens, to approve a Resolution from Finance Committee as amended Approving 2023 Budget Modification - for the purchase of a transit snowplow, as amended.

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

22-1109C

7/11/2023

Motion by Watson, seconded by Lukens, to approve a Resolution from Finance Committee Approving Transit Facility Study Local Funding Commitment.

Rosenbloom-Jones was recognized to state the purpose of seeking the study. It was stated that the transit system has historically used a federal grant for vehicle replacement but was unsuccessful in the last round of grant applications because the federal transit administration is requesting vehicle replacements to be hybrid or better. To be successful at seeking federal funding for vehicle replacement in the future, the transit facility may need to be updated to accommodate alternative energy vehicles.

Larson questioned the location of the current transit facility and if a future transit facility could be combined with a proposed public works maintenance facility. It was stated that the federal transit administration has strict rules on keeping transit funds separate from other municipal funding sources which complicates the feasibility of a joint facility and highlighted the benefits of the current transit facility location. The idea of a joint facility could be explored but would need more consideration at this time.

Gisselman stated that moving forward the city should consider alternative energy vehicles for the entire fleet. It was stated that city staff are discussing this as well.

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

23-0714

7/11/2023

Motion by Watson, seconded by Herbst, to approve a Resolution from the Finance Committee Authorizing application to the Wisconsin Department of Natural Resources ("DNR") Wisconsin Assessment Monies (WAM) program for the property at 110-118-120-126-130-134-138-140-146-206-212-226-230-237-241-249 E. Thomas Street ("Property") by the City of Wausau.

Randy Fifrick, Economic Development Manager, stated that this was a grant for site assessment at a higher level to examine potential environmental hazards.

Kilian questioned if the Department of Natural Resources or the city would contract the work of assessing these sites. It was stated that the DNR would contract directly for assessment needs. Kilian questioned if certain types of contaminants would be tested. It was stated that the DNR process for assessment was unknown but the types of contaminants in question would be passed along to the DNR to request testing of those contaminants.

Diny asked if Kilian would yield to a question. Without objection, the question was asked to expound on the meaning of community based environmental research. Kilian stated that community based environmental research means involving the community in the research and primary observations of the impacted environmental study at all stages of the environmental assessment.

Gisselman questioned as to why this resolution came from the Finance Committee and not through the Capital Improvements & Street Maintenance Committee or Economic Development Committee. It was stated that due to the timing requirements of this grant and the policy of a grant application moving through the Finance Committee. Gisselman requested that further discussion of this item go to other committees to maintain community engagement.

Rasmussen stated that the many aspects of this item involve the Finance Committee appropriately and the sooner this moves forward the sooner the city can expect results from the environmental assessment.

Yes Votes: 11

No Votes: 0

Abstain: 0

Not Voting: 0

Result: PASSED

Public Comment: Pre-registered citizens for matters appearing on the agenda and other public comment.
None.

Adjourn

7/11/2023

Motion by Watson, second by Henke, to adjourn the meeting. Motion carried.
Meeting adjourned at 8:04 pm.

Katie Rosenberg, Mayor
Kaitlyn Bernarde, City Clerk

DRAFT

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

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

Approving State/Municipal Agreement for Grand Avenue from Lakeview Drive to Kent Street

Committee Action: Approved 4-0

Fiscal Impact: This is a cost share for which the City is responsible for 25% of the preliminary engineering with 75% federal funding. Real estate acquisition and construction cost are 100% Federal funding. The total estimated cost is \$3,611,800 with the City's estimated costs to be \$60,450.

File Number: 23-0807

Date Introduced: August 8, 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 type="checkbox"/>	<i>Budget Source:</i>
	<i>One-time Costs:</i>	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	<i>Amount:</i>
	<i>Recurring Costs:</i>	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	<i>Amount: During design & construction billing by DOT</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, Grand Avenue is a four-lane divided urban roadway; and

WHEREAS, the existing pavement has deteriorated and is reaching the end of its service life; and

WHEREAS, the existing crosswalk curb ramps do not meet current Americans with Disabilities Act (ADA) Standards; and

WHEREAS, the proposed project involves removing and replacing the existing pavement, upgrading crosswalk curb ramps, curb and gutter replacement in spot locations, and storm sewer repairs; and

WHEREAS, a State/Municipal agreement between the City and Wisconsin Department of Transportation must be executed; and

WHEREAS, per the agreement, the City of Wausau has a responsibility to finance 25 percent of the preliminary engineering, which is estimated at a total of \$241,800; and

WHEREAS, the total project, which includes preliminary engineering, real estate acquisition, and construction is estimated to be \$3,611,800, of which the City's share is estimated to be \$60,450; and

WHEREAS, the Capital Improvements and Street Maintenance Committee met on July 13, 2023 to review this State/Municipal agreement which details the responsibilities of both the State and Municipality for this project and recommends approval; now therefore

BE IT RESOLVED by the Common Council of the City of Wausau that the appropriate City officials are hereby authorized and directed to execute the attached State/Municipal agreement for the work related to Grand Avenue from Lakeview Drive to Kent Street.

Approved:

Katie Rosenberg, Mayor

CAPITAL IMPROVEMENTS AND STREET MAINTENANCE COMMITTEE

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

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

Also Present: Eric Lindman, Allen Wesolowski, TJ Nicksich, Jill Kurtzhals, Tara Alfonso, Dustin Kraege, Andy Lynch, Becky McElhaney, Lori Wunsch

Discussion and possible action on State/Municipal Agreement for Grand Avenue from Lakeview Drive to Kent Street

Gisselman moved to approve the State/Municipal Agreement for Grand Avenue from Lakeview Drive to Kent Street. Diny seconded and the motion passed 4-0.

AGENDA ITEM
Discussion and possible action on State/Municipal Agreement for Grand Avenue from Lakeview Drive to Kent Street
BACKGROUND
<p>This segment of Grand Avenue (Bus 51) is experiencing distress from concrete failure. The City and WDOT have met to discuss the failures. The WDOT has agreed to reconstruct this segment. As with all connecting highways, the municipality is responsible for 25% of the design costs. The WDOT will be 100% responsible for the construction costs related to the roadway. If sewer and water utility work is required, the utility would be responsible for those costs. The current schedule is for 2031 construction. The WDOT sets the schedule based on their fiscal constraints.</p>
FISCAL IMPACT
The City cost share for the design is estimated at \$60,450.
STAFF RECOMMENDATION
Staff recommends approving the SMA.
Staff contact: Allen Wesolowski 715-261-6762



**STATE/MUNICIPAL
FINANCIAL
AGREEMENT**

Date: June 14, 2023
 I.D.: 6999-02-10, 20, & 80
 Road Name: Business 51
 Title: C Wausau, Grand Avenue
 Limits: Lakeview Drive to Kent Street
 County: Marathon
 Roadway Length: 0.26 miles

The signatory **city of Wausau**, hereinafter called the Municipality, through its undersigned duly authorized officers or officials, hereby requests the State of Wisconsin Department of Transportation, hereinafter called the State, to initiate and affect the highway or street improvement hereinafter described.

The authority for the Municipality to enter into this agreement with the State is provided by Section 86.25(1), (2), and (3) of the Statutes.

NEEDS AND ESTIMATE SUMMARY:

Existing Facility - Describe and give reason for request: Grand Avenue is a four-lane divided urban roadway within the connecting street limits in the city of Wausau. The existing pavement has deteriorated and is reaching the end of its service life. The existing crosswalk curb ramps do not meet current Americans with Disabilities Act (ADA) Standards.

Proposed Improvement - Nature of work: The proposed improvement is a pavement replacement. Work consists of removing and replacing the existing pavement. The project will also upgrade crosswalk curb ramps, complete curb and gutter replacement in spot locations, and storm sewer repairs.

Describe non-participating work included in the project and other work necessary to finish the project completely which will be undertaken independently by the municipality: A nominal amount is included to cover items in paragraph 3 (to be adjusted in the final plan).

TABLE 1: SUMMARY OF COSTS

Phase	Total Est. Cost	Federal/State Funds	%	Municipal Funds	%
6999-02-10 ² Preliminary Engineering:	\$ 241,800	\$ 181,350	75%	\$ 60,450	25%
6999-02-20 ² Real Estate Acquisition:	\$ 20,000	\$ 20,000	100%	\$ -	0%
6999-02-80 ¹ Construction:					
² Roadway (cat 0010)	\$ 3,350,000	\$ 3,350,000	100%	\$ -	0%
Subtotal:	\$ 3,350,000	\$ 3,350,000		\$ -	
Non-Participating	\$ -	\$ -	0%	\$ -	100%
Total Cost Distribution	\$ 3,611,800	\$ 3,551,350		\$ 60,450	

¹Estimates include construction engineering

²See number 8 of Terms and Conditions

This request shall constitute agreement between the Municipality and the State; is subject to the terms and conditions that follow (pages 2 – 6); is made by the undersigned under proper authority to make such request for the designated Municipality, upon signature by the State, and delivery to the Municipality. The initiation and accomplishment of the improvement will be subject to the applicable federal and state regulations. No term or provision of neither the State/Municipal Financial Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing executed by both parties to the State/Municipal Financial Agreement.

Signed for and in behalf of the city of Wausau (please sign in blue ink)	
Name (print)	Title
Signature	Date
Signed for and in behalf of the State (please sign in blue ink)	
Name Shannon P Riley	Title WisDOT North Central Region Planning Chief
Signature	Date

TERMS AND CONDITIONS:

1. The Municipality shall pay to the State all costs incurred by the State in connection with the improvement which exceeds federal/state financing commitments or are ineligible for federal/state financing. Local participation shall be limited to the items and percentages set forth in the Summary of Costs table, which shows Municipal funding participation. In order to guarantee the Municipality’s foregoing agreements to pay the State, the Municipality, through its above duly authorized officers or officials, agrees and authorizes the State to set off and withhold the required reimbursement amount as determined by the State from General Transportation Aids or any moneys otherwise due and payable by the State to the Municipality.
2. Funding of each project phase is subject to inclusion in an approved program and per the State’s Facility Development Manual (FDM) standards. Federal aid and/or state transportation fund financing will be limited to participation in the costs of the following items as specified in the Summary of Costs:
 - (a) Design engineering and state review services.
 - (b) Real Estate necessitated for the improvement.
 - (c) Compensable utility adjustment and railroad force work necessitated for the project.
 - (d) The grading, base, pavement, curb and gutter, and structure costs to State standards, excluding the cost of parking areas.
 - (e) Storm sewer mains, culverts, laterals, manholes, inlets, catch basins, and connections for surface water drainage of the improvement; including replacement and/or adjustments of existing storm sewer manhole covers and inlet grates as needed.
 - (f) Construction engineering incidental to inspection and supervision of actual construction work, except for inspection, staking, and testing of sanitary sewer and water main.
 - (g) Signing and pavement marking necessitated for the safe and efficient flow of traffic, including detour routes.

- (h) Replacement of existing sidewalks necessitated by construction and construction of new sidewalk at the time of construction. Sidewalk is considered to be new if it's constructed in a location where it has not existed before.
 - (i) Replacement of existing driveways, in kind, necessitated by the project.
 - (j) New installations or alteration resulting from roadway construction of standard State street lighting and traffic signals or devices. Alteration may include salvaging and replacement of existing components.
3. Work necessary to complete the improvement to be financed entirely by the Municipality or other utility or facility owner includes the following items:
- (a) New installations of or alteration of sanitary sewers and connections, water, gas, electric, telephone, telegraph, fire or police alarm facilities, parking meters, and similar utilities.
 - (b) New installation or alteration of signs not necessary for the safe and efficient flow of traffic.
 - (c) Roadway and bridge width in excess of standards.
 - (d) Construction inspection, staking, and material testing and acceptance for construction of sanitary sewer and water main.
 - (e) Provide complete plans, specifications, and estimates for sanitary sewer and water main work. The Municipality assumes full responsibility for the design, installation, inspection, testing, and operation of the sanitary sewer and water system. This relieves the State and all of its employees from the liability for all suits, actions, or claims resulting from the sanitary sewer and water system construction.
 - (f) Parking lane costs.
 - (g) Coordinate, clean up, and fund any hazardous materials encountered during construction. All hazardous material cleanup work shall be performed in accordance to state and federal regulations.
 - (h) Damages to abutting property due to change in street or sidewalk widths, grades, or drainage.
 - (i) Conditioning, if required, and maintenance of detour routes.
 - (j) Repair of damages to roads or streets caused by reason of their use in hauling materials incidental to the improvement.
4. As the work progresses, the Municipality will be billed for work completed which is not chargeable to federal/state funds. Upon completion of the project, a final audit will be made to determine the final division of costs.
5. If the Municipality should withdraw the project, it shall reimburse the State for any costs incurred by the State in behalf of the project.
6. The work will be administered by the State and may include items not eligible for federal/state participation.
7. The Municipality shall assume general responsibility for all public information and public relations for the project and to make a fitting announcement to the press and such outlets as would generally alert the affected property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around the projects.
8. Basis for local participation:
- a) **Preliminary Engineering – 6999-02-10:** In accordance with the State's Local Cost Sharing Policy of the Program Management Manual, the State is responsible for 75% and the Municipality is responsible for 25% of all design engineering costs necessary for State construction projects on a connecting highway.

- b) **Real Estate Acquisition – 6999-02-20:** In accordance with the State's Local Cost Sharing Policy of the Program Management Manual, the State is responsible for all costs associated with the acquisition of necessary real estate. However, it shall be the responsibility of the Municipality to provide all of the real estate work and payments necessary to acquire the rights, interests, and/or releases for this project.

When State or Federal dollars are to be used to reimburse the Municipality for any real estate acquisition related costs, all real estate activities are subject to reviews and approvals by the State. Required State reviews and approvals are identified in the Local Public Agency manual. Examples of some review and approval items are listed in the following table.

Contract services & fee for consultant services	Nominal Value approvals
Capability statement for consultant services	Administrative revisions
Appraisal reviews	Revised offers
Offering price approvals	Acquisition Stage Relocation Plan
Relocation computations	Revised relocation computations
Relocation claims	Sales Studies

The Municipality will be given a direct cash reimbursement for the approved real estate costs of this project. Reimbursement will be limited to one payment request for the total real estate expenditures when all real estate activities have been completed.

In order for the Municipality to receive reimbursement for acquiring the real estate, the State must be given copies of all the related documents for review and approval. The reimbursement will be based on detailed invoices and supporting documents provided by the Municipality to the State, which show actual expenditures.

Approved real estate costs are those actual costs appropriately documented by the Municipality, and further approved by the State for reimbursement.

Real Estate Remnant Parcels: Any remnant properties created by partial acquisitions and acquired as part of this public improvement project, or any additional lands deemed unnecessary for the project, will be acquired by the Municipality. Such remnants or additional lands will not be considered for reimbursement of their acquisition costs and must be purchased with Municipal funds. Post project disposal and/or use of these remnants and additional lands will be at the sole discretion of the Municipality.

All municipal lands, owned by the Municipality being party to this agreement, required for this improvement project shall be dedicated/donated as right of way by specific resolution of the municipal governing body at no cost to the State. Exceptions to this dedication are those lands held by the Municipality under 4F and 6F Park lands.

- c) **Participating Construction – 6999-02-80:**

1. **Roadway Items (Category 010):** In accordance with the State's Local Cost Sharing Policy of the Program Management Manual, the State is responsible for 100% for the costs necessitated by the roadway project (grading, paving, etc.) unless otherwise noted in the sections below.

Driveways: In accordance with the State's Local Cost Sharing Policy of the Program Management Manual, the State is responsible for 100% of replacement driveways necessitated by roadway construction as follows: where there is no sidewalk, replacement in kind beyond the curb; where there is a sidewalk, concrete from curb to sidewalk and replacement in kind beyond the sidewalk. New driveways are not eligible for Federal/State funding.

Replacement Sidewalks: In accordance with the State's Local Cost Sharing Policy of the Program Management Manual, the State is responsible for 100% of replacement sidewalk costs, in kind, necessitated by roadway construction if the Municipality agrees to accept responsibility for sidewalk maintenance and repair per the Maintenance agreement. The Municipality is responsible for 100% of any alternate design, over and above State standards and acceptable to the State.

New Sidewalks: In accordance with the State's Local Cost Sharing Policy of the Program Management Manual, the State is responsible for 100% of continuous new sidewalk costs only if they are installed to WisDOT standards at the time of project construction, required through WisDOT design process and if the Municipality agrees to accept responsibility for sidewalk maintenance and repair per the Maintenance agreement.

If the new sidewalk is NOT required through WisDOT design process; the Municipality is responsible for 100% of continuous new sidewalk costs only if they are installed to WisDOT standards at the time of project construction and if the Municipality agrees to accept responsibility for sidewalk maintenance and repair per the Maintenance agreement. The Municipality is responsible for 100% of any alternate design, over and above State standards and acceptable to the State.

Bicycle Accommodations: In accordance with the State's Local Cost Sharing Policy of the Program Management Manual, the State is responsible for 100% of the costs for bicycle accommodations, where recommended by the State's Facility's Development Manual.

Replacement Street Lighting: In accordance with the State's Local Cost Sharing Policy of the Program Management Manual, the State is responsible for 100% of replacement lighting costs, in kind, necessitated by roadway construction if the Municipality agrees to accept responsibility for the energy, operation, maintenance and replacement of the lighting system per the Maintenance agreement. The Municipality is responsible for 100% of any alternate design, over and above State standards and acceptable to the State.

Storm Sewers: In accordance with the State's Local Cost Sharing Policy of the Program Management Manual, the State is responsible for 100% of costs necessary to construct a storm sewer system that accommodates roadway drainage, and surface water naturally flowing to the state trunk highway. The Municipality is responsible for 100% of the cost to over-size the storm sewer system to accommodate all additional local storm water caused by existing or future developments, and the Municipality agrees to pay these costs.

Parking Policy: In accordance with State statute 86.32(4), the Municipality is required to pay the actual construction costs and any associated costs (if applicable) of that part of the state trunk highway on which parking is permitted. The local cost share is the amount of the total project cost that represents the construction cost of the parking lane(s).

Traffic Signals: In accordance with the State's Local Cost Sharing Policy of the Program Management Manual, the State is responsible for 100% of traffic signals necessary and warranted for the safety and efficient flow of traffic within the construction limits.

- d) **Non-Participating Construction Local Utilities:** In accordance with the State's Local Cost Sharing Policy of the Program Management Manual, the Municipality is responsible for 100% of all costs associated with Municipal owned utilities or appurtenances, including but not limited to, new installation or alteration of sanitary sewer and water, including service connections. The Municipality is also responsible for 100% of all costs caused by changes to Municipal owned utilities related to other utilities (gas, electric, telephone, fire, or police alarm facilities, parking meters, irrigation systems and similar utilities).

Hazmat: In accordance with the State's Local Cost Sharing Policy of the Program Management Manual, the Municipality agrees to pay 100% of the costs associated with excavating and transporting hazardous material for which the Municipality has been identified as the responsibly party. The Municipality is responsible for securing a suitable site to store the material.

Comments and Clarification: This agreement is an active agreement that may need to be amended as the project is designed. It is understood that these amendments may be needed as some issues have not been fully evaluated or resolved. The purpose of this agreement is to specify the local and state involvement in funding the project. A signed agreement is required before the State will prepare or participate in the preparation of detailed designs, acquire right of way, or participate in construction of a project that merits local involvement.

NOW, THEREFORE, BE IT RESOLVED that the Common Council of the City of Wausau approves the attached Revocable Occupancy Permit with Occupant permitting Occupant to maintain the encroachment into the City right-of-way as described in the attached agreement and upon the terms and conditions as set forth therein, and that the proper city officials are hereby authorized to execute the attached Revocable Occupancy Permit.

Approved:

Katie Rosenberg, Mayor

CAPITAL IMPROVEMENTS AND STREET MAINTENANCE COMMITTEE

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

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

Also Present: Eric Lindman, Allen Wesolowski, TJ Nicksich, Jill Kurtzhals, Tara Alfonso, Dustin Kraege, Andy Lynch, Becky McElhaney, Lori Wunsch

Discussion and possible action on Revocable Occupancy Permit for Parcel 1 (7255 Stewart Avenue) of Project ID 6999-09-02, Stewart Avenue

Henke moved to approve the Revocable Occupancy Permit for Parcel 1 of Project ID 6999-09-02, Stewart Avenue. Diny seconded and the motion passed 4-0.

Agenda Item No.

4

STAFF REPORT TO CISM COMMITTEE – July 13, 2023

AGENDA ITEM

Discussion and possible action on Revocable Occupancy Permit for Parcel 1 (7255 Stewart Avenue) of Project ID 6999-09-02, Stewart Avenue

BACKGROUND

The Stewart Avenue reconstruction project from 48th Avenue to 72nd Avenue is scheduled for 2024. During the development of the plans and real estate plat we have identified encroachments in the right-of-way. Encroachments that do not impact the construction that will be allowed to remain are granted a revocable occupancy permit. This permit is for a small portion of an existing parking lot.

FISCAL IMPACT

None

STAFF RECOMMENDATION

Staff recommends approving the permit.

Staff contact: Allen Wesolowski 715-261-6762

REVOCABLE OCCUPANCY PERMIT

Wisconsin Department of Transportation
Exempt from filing transfer form [s. 77.21(1), 77.22(1) Wis. Stats.]
RE1551 04/2016 (Replaces RE1551 08/2011) Ch. 84 Wis. Stats.

Occupant name and address: **Marathon County, 500 Forest Street, Wausau, WI 54403-5554**
Agency name and address: **City of Wausau, 407 Grant Street, Wausau, WI 54403**
Highway: **Stewart Avenue**
County: **Marathon**; City: **Wausau**

Encroachment location: **Legal Description Attached**

Encroachment description: **Parking Lot (approximately 18 sf)**

The use and occupancy of highway right of way under this permit is conditioned upon the Occupant's compliance with these provisions:

1. This permit only authorizes the described encroachment to remain temporarily within the **Stewart Avenue** right of way by **0.4 to 6.4 feet**; however, if the described encroachment is damaged from any cause whatsoever, to the extent that repair costs would be equal to or greater than 50% of the assessed or estimated value of the described encroachment at the time of said occurrence, then it cannot be repaired, re-erected and/or replaced anywhere within the existing highway right of way.
2. In the event that the Agency deems it necessary to revoke this permit because of a need to expand capacity or improve safety, the Agency reserves the right to give notice regarding the removal of the described encroachment. The Agency may terminate this permit upon (30) days written notice to the Occupant. The Occupant shall remove the described encroachment maintained under this permit within the time specified in the notice.
3. If the Agency determines that the installation or use of the described encroachment authorized under this permit increases the difficulty of highway maintenance, creates conditions adverse to the best interest of the highway users, the general public, or presents a threat to highway safety, then the occupant, upon notification by the Agency shall promptly remove the encroachment from the highway right of way.
4. Failure by the Occupant to comply with the provisions of this permit is cause for the Agency to terminate this permit and to require the Occupant to take immediate action to clear the right of way to a safe condition.
5. Issuance of this permit shall not be construed as a waiver of the occupant's obligation to comply with any more restrictive requirements imposed by local ordinance.

This space is reserved for recording data

Return to
CORRE, Inc.
Attn: Megan Munden
1802 Warden Street
Eau Claire, WI 54703

Parcel Identification Number/Tax Key Number
291-2906-361-0997

Date

State of Wisconsin)
) ss.
_____ County)

On the above date, this instrument was acknowledged before me by the named person(s).

Signature & Date

Signature, Notary Public, State of Wisconsin

Print Name

Print or Type Name, Notary Public, State of Wisconsin

Title

Date Commission Expires

Project ID:
6999-09-02

This instrument was drafted by:
Megan Munden, CORRE, Inc.,
on behalf of the City of Wausau

Parcel No.: 1
Encroachment No.: 1

LEGAL DESCRIPTION

Certified Survey Map No. 1159 recorded in the office of the Register of Deeds for Marathon County, Wisconsin, in Volume 5 of Certified Survey Maps on page 87; being a part of the Southeast quarter (SE¼) of the Northeast quarter (NE¼) of Section thirty-six (36), Township twenty-nine (29) North, Range six (6) East, in the City of Wausau, Marathon County, Wisconsin; excepting any part thereof used for highway purposes.

RESOLUTION OF THE CAPITAL IMPROVEMENTS & STREET MAINTENANCE COMMITTEE

Approving Revocable Occupancy Permit for encroachment located at 7120 Stewart Avenue.

Committee Action: Approved 4-0

Fiscal Impact: None.

File Number: 23-0810

Date Introduced: August 8, 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 Stewart Avenue reconstruction project from 48th Avenue to 72nd Avenue (“Project”), Project ID 6999-09-02, is scheduled for 2024; and

WHEREAS, during the development of the Project plans and real estate plat, the City identified several small encroachments by certain occupants or owners of real property adjacent to Stewart Avenue into the City right-of-way; and

WHEREAS, these encroachments do not impact the reconstruction Project and the City is agreeable to permitting these occupants or property owners to maintain the improvements which encroach into the right-of-way; and

WHEREAS, Kingspan Light & Air, LLC (“Occupant”) owns or occupies real property located at 7120 Stewart Avenue on which the business sign and landscaping encroaches the City right-of-way by 0 feet; and

WHEREAS, your Capital Improvements and Street Maintenance Committee, at their July 13, 2023, meeting, recommended approval of a Revocable Occupancy Permit with Occupant to allow Occupant to maintain the encroachment described in the attached agreement until such time as the City deems it necessary to revoke such permit because of a need to expand capacity or improve safety and on such other terms and conditions set forth in the attached agreement.

NOW, THEREFORE, BE IT RESOLVED that the Common Council of the City of Wausau approves the attached Revocable Occupancy Permit with Occupant permitting Occupant to maintain the encroachment into the City right-of-way as described in the attached agreement and upon the terms and conditions as set forth therein, and that the proper city officials are hereby authorized to execute the attached Revocable Occupancy Permit.

Approved:

Katie Rosenberg, Mayor

CAPITAL IMPROVEMENTS AND STREET MAINTENANCE COMMITTEE

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

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

Also Present: Eric Lindman, Allen Wesolowski, TJ Nicksich, Jill Kurtzhals, Tara Alfonso, Dustin Kraege, Andy Lynch, Becky McElhaney, Lori Wunsch

Discussion and possible action on Revocable Occupancy Permit for Parcel 3 (7120 Stewart Avenue) of Project ID 6999-09-02, Stewart Avenue

Henke moved to approve the Revocable Occupancy Permit for Parcel 3 of Project ID 6999-09-02, Stewart Avenue. Diny seconded and the motion passed 4-0.

Agenda Item No.

5

STAFF REPORT TO CISM COMMITTEE – July 13, 2023

AGENDA ITEM

Discussion and possible action on Revocable Occupancy Permit for Parcel 3 (7120 Stewart Avenue) of Project ID 6999-09-02, Stewart Avenue

BACKGROUND

The Stewart Avenue reconstruction project from 48th Avenue to 72nd Avenue is scheduled for 2024. During the development of the plans and real estate plat we have identified encroachments in the right-of-way. Encroachments that do not impact the construction that will be allowed to remain are granted a revocable occupancy permit. This permit is for a business sign and landscaping.

FISCAL IMPACT

None

STAFF RECOMMENDATION

Staff recommends approving the permit.

Staff contact: Allen Wesolowski 715-261-6762

REVOCABLE OCCUPANCY PERMIT

Wisconsin Department of Transportation
Exempt from filing transfer form [s. 77.21(1), 77.22(1) Wis. Stats.]
RE1551 04/2016 (Replaces RE1551 08/2011) Ch. 84 Wis. Stats.

Occupant name and address: **Kingspan Light & Air, LLC, 28662 N. Ballard Drive, Lake Forest, IL 60045**
Agency name and address: **City of Wausau, 407 Grant Street, Wausau, WI 54403**
Highway: **Stewart Avenue**
County: **Marathon**; City: **Wausau**

Encroachment location: **Legal Description Attached**

Encroachment description: **Business sign and landscaping**

The use and occupancy of highway right of way under this permit is conditioned upon the Occupant's compliance with these provisions:

1. This permit only authorizes the described encroachment to remain temporarily within the **Stewart Avenue** right of way by **0 feet**; however, if the described encroachment is damaged from any cause whatsoever, to the extent that repair costs would be equal to or greater than 50% of the assessed or estimated value of the described encroachment at the time of said occurrence, then it cannot be repaired, re-erected and/or replaced anywhere within the existing highway right of way.
2. In the event that the Agency deems it necessary to revoke this permit because of a need to expand capacity or improve safety, the Agency reserves the right to give notice regarding the removal of the described encroachment. The Agency may terminate this permit upon (30) days written notice to the Occupant. The Occupant shall remove the described encroachment maintained under this permit within the time specified in the notice.
3. If the Agency determines that the installation or use of the described encroachment authorized under this permit increases the difficulty of highway maintenance, creates conditions adverse to the best interest of the highway users, the general public, or presents a threat to highway safety, then the occupant, upon notification by the Agency shall promptly remove the encroachment from the highway right of way.
4. Failure by the Occupant to comply with the provisions of this permit is cause for the Agency to terminate this permit and to require the Occupant to take immediate action to clear the right of way to a safe condition.
5. Issuance of this permit shall not be construed as a waiver of the occupant's obligation to comply with any more restrictive requirements imposed by local ordinance.

This space is reserved for recording data

Return to
CORRE, Inc.
Attn: Kathy Rudolph
1802 Warden Street
Eau Claire, WI 54703

Parcel Identification Number/Tax Key Number
291-2907-312-0977

Date

State of Wisconsin)
) ss.
_____ County)

On the above date, this instrument was acknowledged before me by the named person(s).

Signature & Date

Signature, Notary Public, State of Wisconsin

Print Name

Print or Type Name, Notary Public, State of Wisconsin

Title

Date Commission Expires

Project ID:
6999-09-02

This instrument was drafted by:
Kathy Rudolph, CORRE, Inc.
on behalf of the City of Wausau

Parcel No.: 3
Encroachment No.: 5

LEGAL DESCRIPTION

Land described in Certified Survey Map No. 4281 recorded in the office of the Register of Deeds for Marathon County, Wisconsin, in Volume 16 of Certified Survey Maps on page 49, as Document No. 862166; being a part of the North one-half (N ½) of the Northwest fractional quarter (NW fr'1 ¼) of Section thirty-one (31), Township twenty-nine (29) North, Range seven (7) East, in the City of Wausau, Marathon County, Wisconsin; excepting that part thereof described in deed recorded in said Register's office in Volume 491 of Micro-Records on page 1170; subject to easements of record.

AND

Outlot one (1) of Certified Survey Map No. 12575 recorded in the office of the Register of Deeds for Marathon County, Wisconsin, in Volume 54 of Certified Survey Maps on page 83, as Document No. 1292464; being part of the North one-half (N 1/2) of the Northwest fractional quarter (NW fr'1 1/4) of Section thirty-one (31), Township twenty-nine (29) North, Range seven (7) East, in the City of Wausau, Marathon County, Wisconsin; subject to easements of record.

NOW, THEREFORE, BE IT RESOLVED that the Common Council of the City of Wausau approves the attached Revocable Occupancy Permit with Occupant permitting Occupant to maintain the encroachment into the City right-of-way as described in the attached agreement and upon the terms and conditions as set forth therein, and that the proper city officials are hereby authorized to execute the attached Revocable Occupancy Permit.

Approved:

Katie Rosenberg, Mayor

CAPITAL IMPROVEMENTS AND STREET MAINTENANCE COMMITTEE

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

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

Also Present: Eric Lindman, Allen Wesolowski, TJ Niksich, Jill Kurtzhals, Tara Alfonso, Dustin Kraege, Andy Lynch, Becky McElhaney, Lori Wunsch

Discussion and possible action on Revocable Occupancy Permit for Parcel 12 (7019 Stewart Avenue) of Project ID 6999-09-02, Stewart Avenue

Diny moved to approve the Revocable Occupancy Permit for Parcel 12 of Project ID 6999-09-02, Stewart Avenue. Henke seconded and the motion passed 4-0.

Agenda Item No.

6

STAFF REPORT TO CISM COMMITTEE – July 13, 2023

AGENDA ITEM

Discussion and possible action on Revocable Occupancy Permit for Parcel 12 (7019 Stewart Avenue) of Project ID 6999-09-02, Stewart Avenue

BACKGROUND

The Stewart Avenue reconstruction project from 48th Avenue to 72nd Avenue is scheduled for 2024. During the development of the plans and real estate plat we have identified encroachments in the right-of-way. Encroachments that do not impact the construction that will be allowed to remain are granted a revocable occupancy permit. This permit is for a small area of an existing parking lot.

FISCAL IMPACT

None

STAFF RECOMMENDATION

Staff recommends approving the permit.

Staff contact: Allen Wesolowski 715-261-6762

REVOCABLE OCCUPANCY PERMIT

Wisconsin Department of Transportation
Exempt from filing transfer form [s. 77.21(1), 77.22(1) Wis. Stats.]
RE1551 04/2016 (Replaces RE1551 08/2011) Ch. 84 Wis. Stats.

Occupant name and address: **Ruth A Van Ert, LLC, 1575 Timber Ridge Drive, Kronenwetter, WI 54455-9288**
Agency name and address: **City of Wausau, 407 Grant Street, Wausau, WI 54403**
Highway: **Stewart Avenue**
County: **Marathon**; City: **Wausau**

Encroachment location: **Legal Description Attached**

Encroachment description: **Parking Lot (Approximately 129 sf)**

The use and occupancy of highway right of way under this permit is conditioned upon the Occupant's compliance with these provisions:

1. This permit only authorizes the described encroachment to remain temporarily within the **Stewart Avenue** right of way by **0-1.2 feet**; however, if the described encroachment is damaged from any cause whatsoever, to the extent that repair costs would be equal to or greater than 50% of the assessed or estimated value of the described encroachment at the time of said occurrence, then it cannot be repaired, re-erected and/or replaced anywhere within the existing highway right of way.
2. In the event that the Agency deems it necessary to revoke this permit because of a need to expand capacity or improve safety, the Agency reserves the right to give notice regarding the removal of the described encroachment. The Agency may terminate this permit upon (30) days written notice to the Occupant. The Occupant shall remove the described encroachment maintained under this permit within the time specified in the notice.
3. If the Agency determines that the installation or use of the described encroachment authorized under this permit increases the difficulty of highway maintenance, creates conditions adverse to the best interest of the highway users, the general public, or presents a threat to highway safety, then the occupant, upon notification by the Agency shall promptly remove the encroachment from the highway right of way.
4. Failure by the Occupant to comply with the provisions of this permit is cause for the Agency to terminate this permit and to require the Occupant to take immediate action to clear the right of way to a safe condition.
5. Issuance of this permit shall not be construed as a waiver of the occupant's obligation to comply with any more restrictive requirements imposed by local ordinance.

This space is reserved for recording data

Return to
CORRE, Inc.
Attn: Kathy Rudolph
1802 Warden Street
Eau Claire, WI 54703

Parcel Identification Number/Tax Key Number
291-2907-312-0992

Date

State of Wisconsin)
) ss.
 County)

On the above date, this instrument was acknowledged before me by the named person(s).

Signature & Date

Signature, Notary Public, State of Wisconsin

Print Name

Print or Type Name, Notary Public, State of Wisconsin

Title

Date Commission Expires

Project ID:
6999-09-02

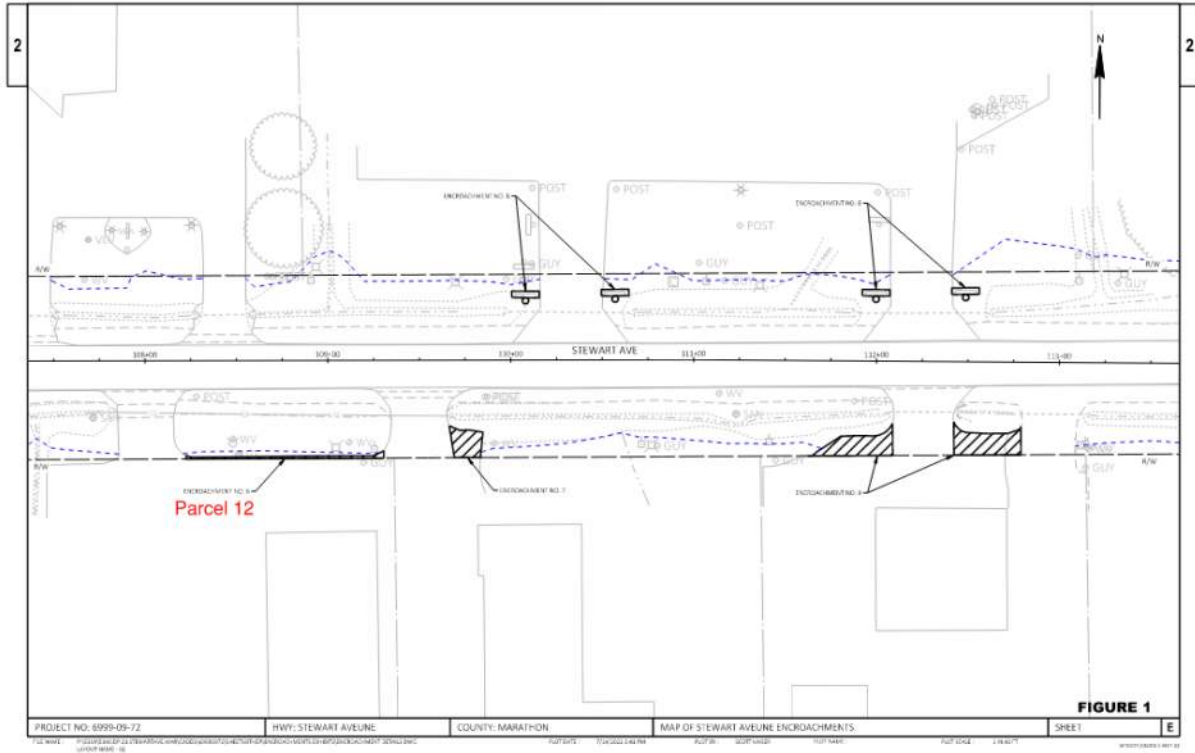
This instrument was drafted by:
Kathy Rudolph, CORRE, Inc.,
on behalf of the City of Wausau

Parcel No.: 12
Encroachment No.: 6

LEGAL DESCRIPTION

Lots one (1) and two (2) of Certified Survey Map No. 9120 recorded in the office of the Register of Deeds for Marathon County, Wisconsin in Volume 36 of Certified Survey Maps on page 123 as Document No. 1077237; being part of the South one-half (S 1/2) of the Northwest fractional quarter (NW fr¹ 1/4) in Section thirty-one (31), Township twenty-nine (29) North, Range seven (7) East, in the City of Wausau, Marathon County, Wisconsin; subject to easements of record.

LOCATION MAP



PICTURE



NOW, THEREFORE, BE IT RESOLVED that the Common Council of the City of Wausau approves the attached Revocable Occupancy Permit with Occupant permitting Occupant to maintain the encroachment into the City right-of-way as described in the attached agreement and upon the terms and conditions as set forth therein, and that the proper city officials are hereby authorized to execute the attached Revocable Occupancy Permit.

Approved:

Katie Rosenberg, Mayor

CAPITAL IMPROVEMENTS AND STREET MAINTENANCE COMMITTEE

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

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

Also Present: Eric Lindman, Allen Wesolowski, TJ Nicksich, Jill Kurtzhals, Tara Alfonso, Dustin Kraege, Andy Lynch, Becky McElhaney, Lori Wunsch

Discussion and possible action on Revocable Occupancy Permit for Parcel 47 (5000 Stewart Avenue) of Project ID 6999-09-02, Stewart Avenue

Diny moved to approve the Revocable Occupancy Permit for Parcel 47 of Project ID 6999-09-02, Stewart Avenue. Henke seconded and the motion passed 4-0.

Agenda Item No.

7

STAFF REPORT TO CISM COMMITTEE – July 13, 2023

AGENDA ITEM

Discussion and possible action on Revocable Occupancy Permit for Parcel 47 (5000 Stewart Avenue) of Project ID 6999-09-02, Stewart Avenue

BACKGROUND

The Stewart Avenue reconstruction project from 48th Avenue to 72nd Avenue is scheduled for 2024. During the development of the plans and real estate plat we have identified encroachments in the right-of-way. Encroachments that do not impact the construction that will be allowed to remain are granted a revocable occupancy permit. This permit is for a small retaining wall and landscaping.

FISCAL IMPACT

None

STAFF RECOMMENDATION

Staff recommends approving the permit.

Staff contact: Allen Wesolowski 715-261-6762

REVOCABLE OCCUPANCY PERMIT

Wisconsin Department of Transportation
Exempt from filing transfer form [s. 77.21(1), 77.22(1) Wis. Stats.]
RE1551 04/2016 (Replaces RE1551 08/2011) Ch. 84 Wis. Stats.

Occupant name and address: **Stewart Woods 5000, LLC, 2100 Stewart Avenue, Suite 300, Wausau, WI 54401-1707**
Agency name and address: **City of Wausau, 407 Grant Street, Wausau, WI 54403**
Highway: **Stewart Avenue**
County: **Marathon**; City: **Wausau**

Encroachment location: **Legal Description Attached**

Encroachment description: **Landscaping**

The use and occupancy of highway right of way under this permit is conditioned upon the Occupant's compliance with these provisions:

1. This permit only authorizes the described encroachment to remain temporarily within the **Stewart Avenue** right of way by **0.5-10 feet**; however, if the described encroachment is damaged from any cause whatsoever, to the extent that repair costs would be equal to or greater than 50% of the assessed or estimated value of the described encroachment at the time of said occurrence, then it cannot be repaired, re-erected and/or replaced anywhere within the existing highway right of way.
2. In the event that the Agency deems it necessary to revoke this permit because of a need to expand capacity or improve safety, the Agency reserves the right to give notice regarding the removal of the described encroachment. The Agency may terminate this permit upon (30) days written notice to the Occupant. The Occupant shall remove the described encroachment maintained under this permit within the time specified in the notice.
3. If the Agency determines that the installation or use of the described encroachment authorized under this permit increases the difficulty of highway maintenance, creates conditions adverse to the best interest of the highway users, the general public, or presents a threat to highway safety, then the occupant, upon notification by the Agency shall promptly remove the encroachment from the highway right of way.
4. Failure by the Occupant to comply with the provisions of this permit is cause for the Agency to terminate this permit and to require the Occupant to take immediate action to clear the right of way to a safe condition.
5. Issuance of this permit shall not be construed as a waiver of the occupant's obligation to comply with any more restrictive requirements imposed by local ordinance.

This space is reserved for recording data

Return to
CORRE, Inc.
Attn: Kathy Rudolph
1802 Warden Street
Eau Claire, WI 54703

Parcel Identification Number/Tax Key Number
291-2907-321-0969

Date

State of Wisconsin)
) ss.
 County)

On the above date, this instrument was acknowledged before me by the named person(s).

Signature & Date

Signature, Notary Public, State of Wisconsin

Print Name

Print or Type Name, Notary Public, State of Wisconsin

Title

Date Commission Expires

Project ID:
6999-09-02

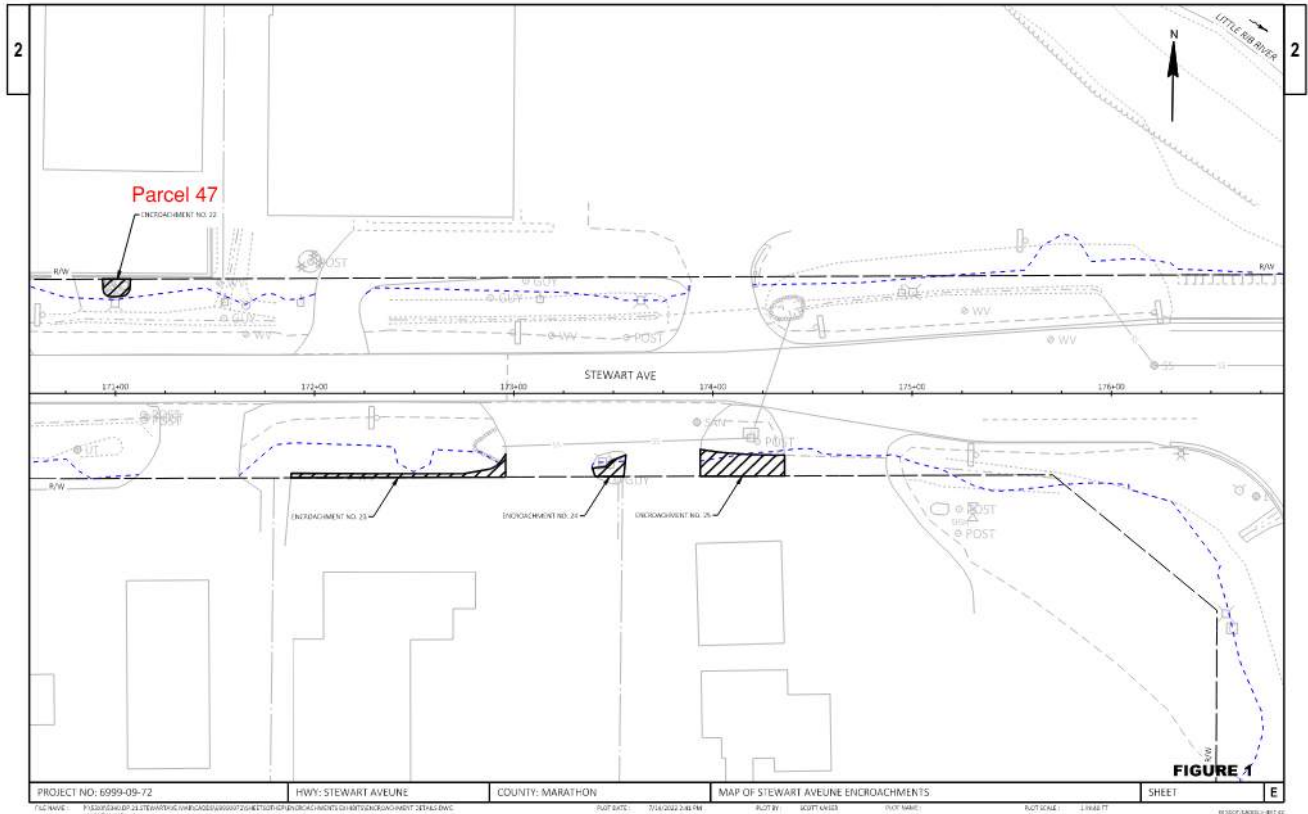
This instrument was drafted by:
Kathy Rudolph, CORRE, Inc.,
on behalf of the City of Wausau

Parcel No.:47
Encroachment No.: 22

LEGAL DESCRIPTION

Lot one (1) of Certified Survey Map No. 10488, recorded in the office of the Register of Deeds for Marathon County, Wisconsin in Volume 43 of Certified Survey Maps on page 120, being a part of the Northwest quarter (NW¼) of the Northeast quarter (NE¼) of Section thirty-two (32), Township twenty-nine (29) North, Range seven (7) East, in the City of Wausau, Marathon County, Wisconsin.

LOCATION MAP



PICTURE



NOW, THEREFORE, BE IT RESOLVED that the Common Council of the City of Wausau approves the attached Revocable Occupancy Permit with Occupant permitting Occupant to maintain the encroachment into the City right-of-way as described in the attached agreement and upon the terms and conditions as set forth therein, and that the proper city officials are hereby authorized to execute the attached Revocable Occupancy Permit.

Approved:

Katie Rosenberg, Mayor

CAPITAL IMPROVEMENTS AND STREET MAINTENANCE COMMITTEE

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

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

Also Present: Eric Lindman, Allen Wesolowski, TJ Nicksich, Jill Kurtzhals, Tara Alfonso, Dustin Kraege, Andy Lynch, Becky McElhaney, Lori Wunsch

Discussion and possible action on Revocable Occupancy Permit for Parcel 51 (4901 Stewart Avenue) of Project ID 6999-09-02, Stewart Avenue

Gisselman moved to approve the Revocable Occupancy Permit for Parcel 47 of Project ID 6999-09-02, Stewart Avenue. Henke seconded and the motion passed 4-0.

AGENDA ITEM
Discussion and possible action on Revocable Occupancy Permit for Parcel 51 (4901 Stewart Avenue) of Project ID 6999-09-02, Stewart Avenue
BACKGROUND
The Stewart Avenue reconstruction project from 48 th Avenue to 72 nd Avenue is scheduled for 2024. During the development of the plans and real estate plat we have identified encroachments in the right-of-way. Encroachments that do not impact the construction that will be allowed to remain are granted a revocable occupancy permit. This permit is for small segment of an existing parking lot.
FISCAL IMPACT
None
STAFF RECOMMENDATION
Staff recommends approving the permit.
Staff contact: Allen Wesolowski 715-261-6762

REVOCABLE OCCUPANCY PERMIT

Wisconsin Department of Transportation
Exempt from filing transfer form [s. 77.21(1), 77.22(1) Wis. Stats.]
RE1551 04/2016 (Replaces RE1551 08/2011) Ch. 84 Wis. Stats.

Occupant name and address: **4901 Stewart Avenue, LLC, 2100 Stewart Avenue, Suite 300, Wausau, WI 54401-1707**
Agency name and address: **City of Wausau, 407 Grant Street, Wausau, WI 54403**
Highway: **Stewart Avenue**
County: **Marathon**; City: **Wausau**

Encroachment location: **Legal Description Attached**

Encroachment description: **Parking Lot (approximately 264 sf)**

The use and occupancy of highway right of way under this permit is conditioned upon the Occupant's compliance with these provisions:

1. This permit only authorizes the described encroachment to remain temporarily within the **Stewart Avenue** right of way by **0-10 feet**; however, if the described encroachment is damaged from any cause whatsoever, to the extent that repair costs would be equal to or greater than 50% of the assessed or estimated value of the described encroachment at the time of said occurrence, then it cannot be repaired, re-erected and/or replaced anywhere within the existing highway right of way.
2. In the event that the Agency deems it necessary to revoke this permit because of a need to expand capacity or improve safety, the Agency reserves the right to give notice regarding the removal of the described encroachment. The Agency may terminate this permit upon (30) days written notice to the Occupant. The Occupant shall remove the described encroachment maintained under this permit within the time specified in the notice.
3. If the Agency determines that the installation or use of the described encroachment authorized under this permit increases the difficulty of highway maintenance, creates conditions adverse to the best interest of the highway users, the general public, or presents a threat to highway safety, then the occupant, upon notification by the Agency shall promptly remove the encroachment from the highway right of way.
4. Failure by the Occupant to comply with the provisions of this permit is cause for the Agency to terminate this permit and to require the Occupant to take immediate action to clear the right of way to a safe condition.
5. Issuance of this permit shall not be construed as a waiver of the occupant's obligation to comply with any more restrictive requirements imposed by local ordinance.

This space is reserved for recording data

Return to
CORRE, Inc.
Attn: Kathy Rudolph
1802 Warden Street
Eau Claire, WI 54703

Parcel Identification Number/Tax Key Number
291-2907-321-0971

Date

State of Wisconsin)
) ss.
 County)

On the above date, this instrument was acknowledged before me by the named person(s).

Signature & Date

Signature, Notary Public, State of Wisconsin

Print Name

Print or Type Name, Notary Public, State of Wisconsin

Title

Date Commission Expires

Project ID:
6999-09-02

This instrument was drafted by:
Kathy Rudolph, CORRE, Inc.,
on behalf of the City of Wausau

Parcel No.: 51
Encroachment No.: 24

LEGAL DESCRIPTION

Parcel one (1) of Certified Survey Map No. 8889 recorded in the office of the Register of Deeds for Marathon County, Wisconsin, in Volume 35 of Certified Survey Maps on page 67, as Document Mp/1063935; being a part of the Southwest quarter (SW $\frac{1}{4}$) of the Northeast quarter (NE $\frac{1}{4}$) of Section thirty-two (32), Township twenty-nine (29) North, Range seven (7) East, in the Town of Stettin (now City of Wausau), Marathon County, Wisconsin; subject to easements of record.

NOW, THEREFORE, BE IT RESOLVED that the Common Council of the City of Wausau does hereby approve the installation of appropriate signage advising of the City's ordinance prohibition concerning "No Dumping" and posting such signage in the area east side of Riverview Drive from 3736 Riverview Dr. north to Evergreen Road. Such signage may be incorporated as part of the posting of the "No Parking" restriction or as separate signage as otherwise determined by staff.

Approved:

Katie Rosenberg, Mayor

CAPITAL IMPROVEMENTS AND STREET MAINTENANCE COMMITTEE

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

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

Also Present: Eric Lindman, Allen Wesolowski, TJ Niksich, Jill Kurtzhals, Tara Alfonso, Dustin Kraege, Andy Lynch, Becky McElhaney, Lori Wunsch

Discussion and possible action on parking restrictions on the east side of Riverview Drive from 3736 Riverview Drive north to Evergreen Road

McElhaney, DPW and Inspections receive complaints every year regarding the parking of trailers on the east side of the road. The east side has city right-of-way and railroad property. There are no houses on that side. Inspections sends letters and then goes back, which uses a lot of staff time so there was talk of restricting parking. McElhaney received feedback from one who is worried about parking for things like graduation parties or bigger events. McElhaney does not want to micromanage and wants the committee's input on how to manage this. By having no parking or no overnight parking, we would eliminate Inspections and it would become a policing action. She said most of the neighbors are for it; they just do not want to lose the ability to park on the side of the road at times.

Lee Kelly has lived at 4010 Riverview Drive since 1990. He approves of restricting trailer parking. Restricting parking on the east side would inhibit people from parking for bible studies, parties, etc. He questioned how it would be enforced and communicated and stated it would be a problem if they cannot park on that side of the road. He is also in favor of trying to fix the problem of people dumping yard waste. There are other issues with living in this area, but he will address those with McElhaney.

Paul Buch has lived at 4030 Riverview Drive since 1998. In the time he has lived there, he cannot recall not being able to get in and out to 6th Street. It does get tricky in the winter with cars parked because it is a narrow street. Plow drivers do an excellent job pushing the snow as far to the east as possible. If people are parked on both sides, one has to go down to idle speed, but it is never any issue getting in and out. If anything there is an icy condition problem because of the large pine trees on the street. He had to call twice last winter, but spot sanding does not quite work. The department was quick to respond and did the whole street, but snow gets packed down and is not scraped clean. He provided and discussed pictures showing brush and yard waste. Larson reminded Buch that this item is regarding parking. Buch feels the brush issue is related because when things are not cleaned up properly people park further out into the street. He asked if this was regarding long term parking or parking for an event at someone's house.

Lindman stated that most streets have curb and gutter. When this road is reconstructed, it will get curb and gutter. Parking is restricted to the street; the hard-surfaced area. By ordinance, parking needs to remain on the street. On the east side, the city only owns about 6' off the blacktop; everything else is railroad property. Regarding curb and gutter, Buch noted that the right-of-way is basically the width of the road on the west side for the first southern half. The city would have to buy 10 to 15 feet of people's properties to widen the road. Lindman is willing to talk with Buch after the meeting as these items are not on the agenda. Buch does not feel there is a problem with parking, but occasionally there is an event. Larson asked how often events take place where parking is needed on the east side. Buch said it is not a regular occurrence, but restricting parking on the east side would stretch out parking down the street and is not as convenient. He does not see a need to restrict parking vehicles but agrees with restricting long-term parking of trailers.

Diny asked if we could restrict parking overnight to discourage long-term parking. This item is more complicated with debris and the railroad property, but simple no overnight parking signs would prevent the long-term parking. Larson asked if that would give the Police Department the authority to remove trailers parked on the grass. Kurtzhals said parking on the grass is typically an Inspections issue. If a trailer was parked in a no parking zone, the Police Department would have authority. Diny was contacted by two people. Their biggest concern was the parking of trailers and ancillary equipment; they were not as concerned with cars.

The calls McElhaney receives are about extended parking of trailers, utility trailers and boat trailers. She has not received complaints about cars. She does not want to micromanage but would like to fix the constant problem of trailers. Larson asked if they are parking on city land. Lindman noted the picture in the packet where a boat is parked beyond right-of-way on railroad property. McElhaney added that the railroad does not like that and people have been fined by the railroad. This happens every year and then Inspections sends a letter, McElhaney gets calls until the 30 days given in the letter are up and then the trailer gets moved. Lindman indicated we could restrict overnight parking, which would give the Police Department the ability to enforce. We could also post no yard waste dumping.

Buch noted that there is a several week time period in the spring and again after Labor Day when people are putting in and pulling out their boats. It is more of an issue in the fall of the year when people are waiting to get their boats winterized. He believes there are already ordinances in place. If we are not enforcing the current ordinances, he does not think it is necessary to add more. Henke stated we do have ordinances, but we are trying to get away from the inspection process and the 30 day wait period. If parking was restricted, it could be enforced that night.

Gisselman moved to restrict overnight parking on the addresses noted from midnight to 4:30 am including appropriate signage regarding dumping. Henke seconded and the motion passed 4-0.

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

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

Amending Section 10.20.080(a) designating no parking on east side of Riverview Drive from 3736 Riverview Drive north to Evergreen Road

Committee Action: Approved 4-0

Ordinance Number:

Fiscal Impact: Minimal cost to install signs

File Number: 23-0805

Date Introduced: August 8, 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:

...

Riverview Drive

- East side of the street from 3736 Riverview Drive north to Evergreen Road from midnight to 4:30 a.m.

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

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

Adopted:
Approved:
Published:
Attest:

Approved:

Katie Rosenberg, Mayor

Attest:

Kaitlyn A. Bernarde, City Clerk

CAPITAL IMPROVEMENTS AND STREET MAINTENANCE COMMITTEE

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

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

Also Present: Eric Lindman, Allen Wesolowski, TJ Niksich, Jill Kurtzhals, Tara Alfonso, Dustin Kraege, Andy Lynch, Becky McElhaney, Lori Wunsch

Discussion and possible action on parking restrictions on the east side of Riverview Drive from 3736 Riverview Drive north to Evergreen Road

McElhaney, DPW and Inspections receive complaints every year regarding the parking of trailers on the east side of the road. The east side has city right-of-way and railroad property. There are no houses on that side. Inspections sends letters and then goes back, which uses a lot of staff time so there was talk of restricting parking. McElhaney received feedback from one who is worried about parking for things like graduation parties or bigger events. McElhaney does not want to micromanage and wants the committee's input on how to manage this. By having no parking or no overnight parking, we would eliminate Inspections and it would become a policing action. She said most of the neighbors are for it; they just do not want to lose the ability to park on the side of the road at times.

Lee Kelly has lived at 4010 Riverview Drive since 1990. He approves of restricting trailer parking. Restricting parking on the east side would inhibit people from parking for bible studies, parties, etc. He questioned how it would be enforced and communicated and stated it would be a problem if they cannot park on that side of the road. He is also in favor of trying to fix the problem of people dumping yard waste. There are other issues with living in this area, but he will address those with McElhaney.

Paul Buch has lived at 4030 Riverview Drive since 1998. In the time he has lived there, he cannot recall not being able to get in and out to 6th Street. It does get tricky in the winter with cars parked because it is a narrow street. Plow drivers do an excellent job pushing the snow as far to the east as possible. If people are parked on both sides, one has to go down to idle speed, but it is never any issue getting in and out. If anything there is an icy condition problem because of the large pine trees on the street. He had to call twice last winter, but spot sanding does not quite work. The department was quick to respond and did the whole street, but snow gets packed down and is not scraped clean. He provided and discussed pictures showing brush and yard waste. Larson reminded Buch that this item is regarding parking. Buch feels the brush issue is related because when things are not cleaned up properly people park further out into the street. He asked if this was regarding long term parking or parking for an event at someone's house.

Lindman stated that most streets have curb and gutter. When this road is reconstructed, it will get curb and gutter. Parking is restricted to the street; the hard-surfaced area. By ordinance, parking needs to remain on the street. On the east side, the city only owns about 6' off the blacktop; everything else is railroad property. Regarding curb and gutter, Buch noted that the right-of-way is basically the width of the road on the west side for the first southern half. The city would have to buy 10 to 15 feet of people's properties to widen the road. Lindman is willing to talk with Buch after the meeting as these items are not on the agenda. Buch does not feel there is a problem with parking, but occasionally there is an event. Larson asked how often events take place where parking is needed on the east side. Buch said it is not a regular occurrence, but restricting parking on the east side would stretch out parking down the street and is not as convenient. He does not see a need to restrict parking vehicles but agrees with restricting long-term parking of trailers.

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Buch noted that there is a several week time period in the spring and again after Labor Day when people are putting in and pulling out their boats. It is more of an issue in the fall of the year when people are waiting to get their boats winterized. He believes there are already ordinances in place. If we are not enforcing the current ordinances, he does not think it is necessary to add more. Henke stated we do have ordinances, but we are trying to get away from the inspection process and the 30 day wait period. If parking was restricted, it could be enforced that night.

Gisselman moved to restrict overnight parking on the addresses noted from midnight to 4:30 am including appropriate signage regarding dumping. Henke seconded and the motion passed 4-0.

AGENDA ITEM

Discussion and possible action on parking restrictions on the east side of Riverview Drive from 3736 Riverview Drive north to Evergreen Road

BACKGROUND

Over the past several years there have been annual complaints about yard waste dumping and parking of trailers/vehicles off the roadway on the east side of Riverview Drive. In the past letters have been sent out notifying the residents that dumping of yard waste in the city right of way is not allowed, that parking in the right of way outside the roadway is prohibited, and parking of trailers on the road and in right of way is prohibited. The practice of dumping yard waste and parking continues and one way to make this enforceable for parking issues is to eliminate parking on the east side of Riverview Drive in the area located on the attached map.

As an example of parking issues, attached is an aerial photo of a boat parked off the east side of Riverview Drive and is actually on RR property. The photo shows the limited amount of right of way the city owns and the rest is RR property. According to our GIS mapping there is about 6-feet of property outside of the paved roadway on the east side of the street, then the remaining property is owned by the RR. Parking for vehicles is currently allowed on the street (paved surface) but not off the street.

Dumping of yard waste on the east side of Riverview Drive is an annual issue for which we receive complaints. We have also received requests to come in and remove brush and dumped yard waste; DPW does not perform yard waste pick up since there is a yard waste drop off site and Harter’s also allows for weekly yard waste pick up. We do maintain city owned property and right of way.

As you can see from the aerial photo the amount of right of way is minimal on the east side of the road and we do not maintain RR property. About 3/4-years ago we spoke with CN about removing deadfall in this area and they responded that unless it hinders their operations they would not come and do “spot area” clean up of brush. They stated if there was a formal request to remove deadfall and brush they would review the request and it would likely be denied or they would come and clear the majority of the vegetation as they would not want to be expected to do this frequently.

FISCAL IMPACT

None

STAFF RECOMMENDATION

One option for the parking issues is to eliminate parking on the east side of Riverview Drive and when we post signs we would be able to post “No Dumping”. Another option is to leave parking on the east side and if cars are parked off the pavement they may be ticketed; this may not address the parking of unlicensed trailers. Addressing the no dumping of yard waste across the street may be more challenging to issue citations.

Staff contact: Eric Lindman 715-261-6745

Lori Wunsch

From: Lori Wunsch
Sent: Thursday, July 13, 2023 1:54 PM
To: Lou Larson; Chad Henke; Doug Diny; Gary Gisselman; Lisa Rasmussen
Cc: Jillian Kurtzhals; Allen Wesolowski; Thomas Niksich; Tara Alfonso
Subject: FW: [EXTERNAL] Riverview Drive

Importance: High

From: Eric Lindman <Eric.Lindman@ci.wausau.wi.us>
Sent: Thursday, July 13, 2023 1:51 PM
To: Lori Wunsch <Lori.Wunsch@ci.wausau.wi.us>
Subject: FW: [EXTERNAL] Riverview Drive

Please forward to CISM members and staff for the meeting.

Eric Lindman, P.E.

Director of Public Works & Utilities
City of Wausau
407 Grant St.
Wausau, WI 54403-4783
P: 715-261-6745
C: 715-292-2606

From: joanne and Lee <jodanlee@charter.net>
Sent: Thursday, July 13, 2023 11:06 AM
To: Eric Lindman <Eric.Lindman@ci.wausau.wi.us>
Cc: Becky McElhaney <Becky.McElhaney@ci.wausau.wi.us>
Subject: [EXTERNAL] Riverview Drive

Good Morning,

I have the following comments about the issues you addressed in your June 30 letter to us. I am in general favor of your points about parking and yard waste. I just wonder if you have thought through the details.

- We have a very narrow street. If you prohibit parking on the right of way and require parking on the pavement only, it will cause traffic congestion issues. We've recently had grad parties and bible study meetings with several cars that don't fit in driveways. How will this be addressed?
- For fall leaf pick-up, the street dept. has in the past requested that we put our leaves on the east side on the right of way to prevent them from scarring our lawns at pick up time. If you are now saying we can't put them on the east side or on the right of way we have only the paved street. This again will cause traffic issues. The city seldom picks up the leaves on the assigned date so they will be there to impede traffic. They also seldom come back for a second pick up that is mentioned in the city newsletter. That is also a problem. How will you address this and communicate instructions for fall leaf collection?
- You have asked us to abide by city ordinances. I ask the same of you. All home owners on the west side of the street take pride in our lots and take good care. I can't say the same for our city. There are

dozens of dead trees on the east side of the street that have been there months, even years. Why aren't they removed? Are you waiting for them to fall on the power lines? I am worried this will happen.

- I have also read that we have a noxious weed ordinance. Yet the east side of the street is loaded with poison ivy. Why haven't you corrected this problem? Or is that ordinance just a suggestion?
- Our street also gets poor snow plowing service. It is ice bound from the first snowfall of the season until late March or April. The other streets in Riverview are usually bare the next day. This annoys all of us.

Thanks for listening. I hope to make it to the meeting tonight but if not I want to hear about decisions and clarifications as to how the changes will be addressed. We pay the highest taxes in the city and often get the least service. I've lived on this street for 33 years. I'd love to see the city take pride in their property on the east side of the street like we do on the west side.

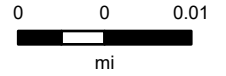
Regards,
Lee Kelly
4010 Riverview Dr.








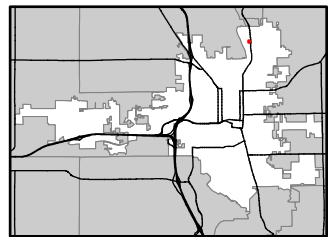
ArcGIS Web Map

City of Wausau / DPW

Date Printed: 6/30/2023



-  Municipal Boundaries
-  Parcel
-  Paved Road
-  Right Of Way
-  Local Roads



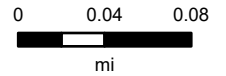
- NOTES:
1. Duplication of this map is prohibited without the written consent of the City of Wausau DPW / GIS Dept.
 2. This map was compiled and developed by the City of Wausau and Marathon County GIS. The City and County assume no responsibility for the accuracy of the information contained herein.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

City of Wausau
407 Grant St
Wausau, WI 54403
(715) 261-6740
www.ci.wausau.wi.us

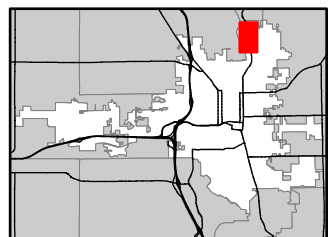
ArcGIS Web Map

City of Wausau / DPW

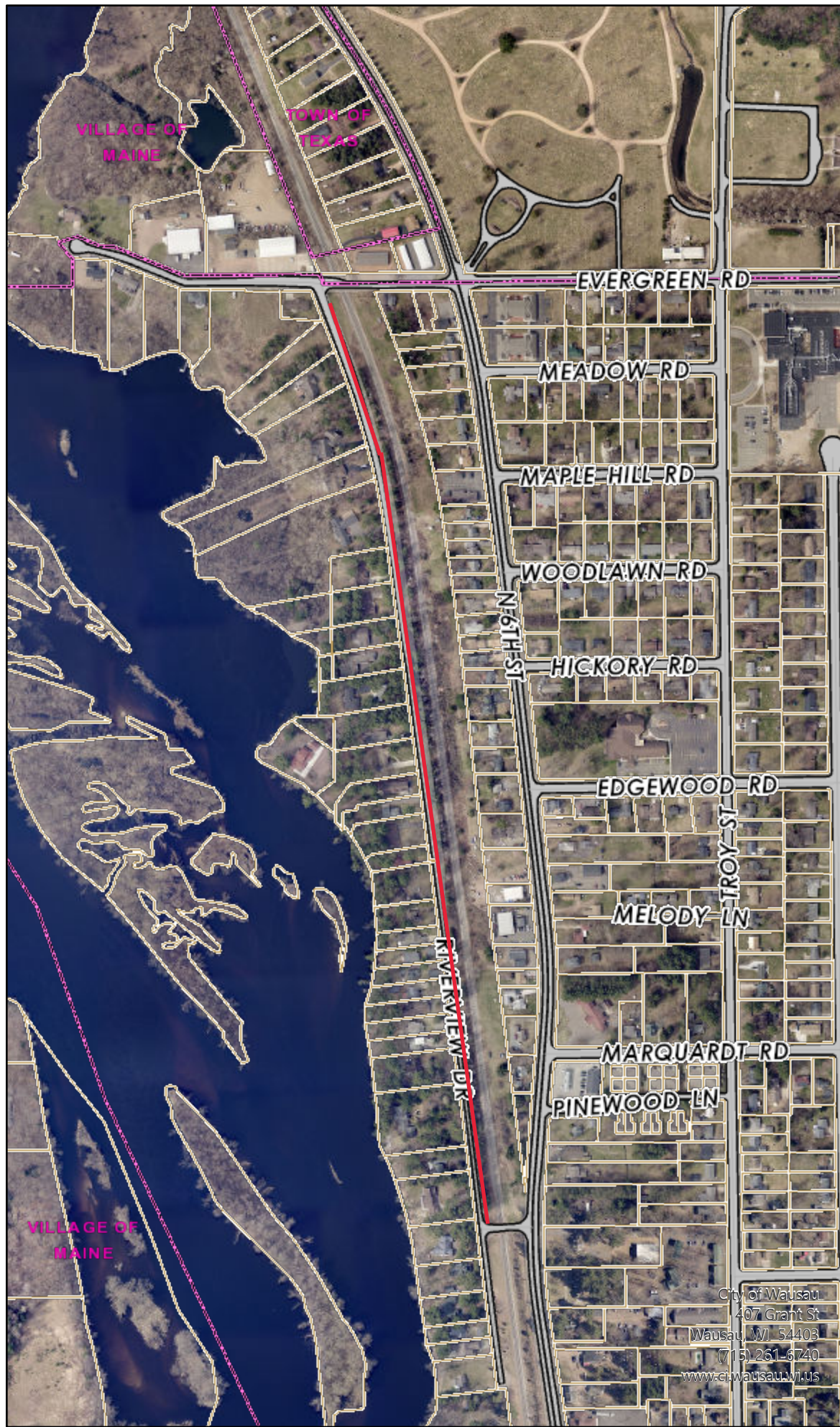
Date Printed: 6/30/2023



- Mile Marker
- Highway Exit
- Municipal Boundaries
- Parcel
- Paved Road
- Right Of Way
- County Highways
- Local Roads



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RESOLUTION OF THE ECONOMIC DEVELOPMENT COMMITTEE

Approving termination of recorded Deed Restrictions and recording revised Deed Restrictions for 145 S. 84th Avenue

Committee Action: Approved 5-0

Fiscal Impact: None

File Number: 23-0816

Date Introduced: August 8, 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, Rib Mountain Glass, Inc. received an offer to purchase the property at 145 S. 84th Avenue from RMG Holdings, LLC, which was accepted and recently approached the City regarding revising the deed restrictions that were recorded April 8, 1999, with the sale of the property from the City of Wausau to Kenneth and Patricia Kostroski; and

WHEREAS, City staff drafted new deed restrictions consistent with a recent conveyance in the business campus; and

WHEREAS, your Economic Development Committee, at their August 1, 2023 meeting, discussed and recommend terminating the recorded Deed Restrictions and recording revised Deed Restrictions for 145 S. 84th Avenue.

NOW, THEREFORE, BE IT RESOLVED that the Common Council of the City of Wausau does hereby approve terminating the recorded Deed Restriction for 145 S. 84th Avenue and recording the attached revised Deed Restrictions.

Approved:

Katie Rosenberg, Mayor

MINUTES

Economic Development Committee Meeting

Date / Time: Wednesday, August 1, 2023, at 5:15 P.M. | **Meeting called to order by** Watson at 5:15 P.M.

In Attendance

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

Others Present: Kody Hart, Liz Brodek, Randy Fifrick, Atty. Jacobson, Mayor Katie Rosenberg, Chuck Ghidorzi (WOZ), Nick Patterson (T Wall), Alder Doug Diny, Alder Michael Martens

In accordance with Chapter 19, Wisc. Statutes, notice of this meeting was posted and sent to the Daily Herald in the proper manner.

Agenda Item 8 – Discussion and possible action of termination of recorded deed restrictions and recording set of revised deed restrictions for 145 S. 84th Avenue (Rib Mountain Glass, Inc.) (Atty. Jacobson)

Atty. Jacobson noted this item was an action taken with another business earlier. She explained this request is taking one step out of a two-step process and rather than present a waiver of right of first refusal and a consent to transfer and then a termination of the old deed restrictions and record new ones going this route goes right to the second piece of the process once the revised deed restrictions are recorded ED's consent will not be needed. She did note there are safeguards built into the new deed restrictions to prevent certain unwanted scenarios from occurring without city knowledge. Alternatively, Atty. Jacobson asked to provide an option to waive the right of first refusal.

Lukes motioned to approve termination of recorded deed restrictions and record revised deed restrictions. Seconded by Kilian.

Approved Unanimously 5-0

City of Wausau
Economic Development Committee
407 Grant Street
Wausau, WI 54403

Dear Ms. Jacobson:

Please add this item to the Aug 8, City Council meeting agenda and consider our request for a Waiver of Right to Repurchase (Document # 1170026) for the property known as 145 S 84th Ave, Wausau, WI Tax Key 291-2906-253-0980. The purchase will take place between RMG Holdings, LLC (Buyer) and Rib Mountain Glass, Inc. (Seller) as soon as possible after the decision of the Economic Development Committee meeting on August 8, 2023.

Peoples State Bank is securing SBA financing for this business acquisition to help the business continue in place with a new owner. The ownership change will help Rib Mountain Glass, Inc. continue to provide glass window products for construction companies and contractors throughout the area in and around Wausau and will retain all current employees who wish to stay.

A copy of the commercial real estate purchase agreement is attached for your convenience.

Signed:

Seller: Rib Mountain Glass, Inc.

By: 
David Mohelnitzky, Vice President of Rib Mountain Glass, Inc.

Buyer: RMG Holdings, LLC

By: 
Michael Peterson, Managing Member of RMG Holdings, LLC

STATE BAR OF WISCONSIN FORM 2 - 1982
WARRANTY DEED

DOCUMENT NO.

City of Wausau, a municipal corporation of the State of Wisconsin,

conveys and warrants to Kenneth A. Kostroski and Patricia Ann Kostroski, husband and wife, survivorship marital property,

the following described real estate in Marathon County, State of Wisconsin:

Lot one (1) of Certified Survey Map No. 9755 recorded in the office of the Register of Deeds for Marathon County, Wisconsin, in Volume 39 of Certified Survey Maps on page 178; being a part of the Southeast quarter (SE $\frac{1}{4}$) of the Southwest quarter (SW $\frac{1}{4}$) of Section twenty-five (25), Township twenty-nine (29) North, Range six (6) East, in the City of Wausau, Marathon County, Wisconsin; subject to easements of record.

THIS SPACE RESERVED FOR RECORDING DATA

NAME AND RETURN ADDRESS

37.291.4.2906.253.0980
PARCEL IDENTIFICATION NUMBER

EXEMPT 77.25(2)

This is not homestead property.
(is) (is not)

Exception to warranties: Easements, covenants, and reservations of record and restrictions imposed by official government maps and ordinances and conditions and restrictions attached hereto as "Exhibit A."

Dated this 7th day of April, A.D. 1999

CITY OF WAUSAU BY:

Linda Lawrence (SEAL)
Linda Lawrence, Mayor
Gary Lee Klingbeil (SEAL)
Gary Lee Klingbeil, Clerk

AUTHENTICATION

Signature(s) _____

authenticated this _____ day of _____, 19____

TITLE: MEMBER STATE BAR OF WISCONSIN
(If not, _____
authorized by §705.06, Wis. Stats.)

THIS INSTRUMENT WAS DRAFTED BY

Anne L. Jacobson, Assistant City Attorney for the City of Wausau, 407 Grant Street, Wausau, WI 54403

(Signatures may be authenticated or acknowledged. Both are not necessary.)

ACKNOWLEDGMENT

State of Wisconsin, }
Marathon County } ss.

Personally came before me this 7th day of April, 1999, the above named Linda Lawrence, Mayor, and Gary Lee Klingbeil, Clerk of the City of Wausau.

to me known to be the person a _____ who executed the foregoing instrument and acknowledge the same.

John L. Neahle
Notary Public, Marathon County, Wis.
My commission is permanent. (If not, state expiration date: 6/17/01)

* Names of persons signing in any capacity should be typed or printed below their signatures.

DEED RESTRICTIONS

1. In the event GRANTEE fails to start construction or make substantial use of the land within one year of the date of purchase, the City of Wausau (CITY) shall have the option of repurchasing the land at the original sale price, plus interest at the rate of 5 percent per annum from the date of closing, plus the cost, less depreciation, if any, of any improvements made to the property. "Improvements" shall include all labor and material costs not previously reimbursed by CITY in connection with the purchase, hauling, placement, and compaction of fill necessary to bring the land to grade.

In the event GRANTEE elects to convey all or any portion of said land, the land shall first be offered to CITY and CITY shall have the option of repurchasing the land at the lesser of the following: The price and terms offered to GRANTEE by a prospective buyer; or at the original sale price, plus interest at the rate of 5 percent per annum from the date of closing, plus the cost, less depreciation, if any, of any improvements made to the property, plus any outstanding, unpaid special assessments levied against that portion of the parcel.

The offer to CITY shall be by registered mail, return receipt requested, mailed to the City Clerk.

CITY shall have 90 days after the expiration of the one year time limit, or after the notice of intent to convey, to exercise its option to repurchase, unless an extension of time is mutually agreed upon and set forth in writing. Action on the repurchase shall be by a resolution adopted by the Common Council of CITY. If the option is exercised, conveyance to CITY shall be by warranty deed free and clear of all liens or encumbrances created by act or default of the GRANTEE.

This repurchase restriction runs with the land as do all the restrictions contained on this document, and all heirs and assigns of GRANTEE and every owner of the parcel shall be subject to this restriction and to all the restrictions in this document.

2. GRANTEE shall build within one year of the date on which the conveyance to the subject property and the consideration for that conveyance are transferred (the date of closing).

3. No building or driveway shall be constructed or erected, any addition made to the exterior of a building, nor shall any change in the use of the premises be made until plans showing the nature and location on the site of the proposed improvements, and the proposed use of the premises shall be approved in writing by the Finance/Economic Development Committee or its successor committee.

4. All improvements placed on the premises and any alterations done thereto shall fully comply with CITY's zoning ordinances, and any and all other laws, codes and regulations, and specifically, adequate provisions shall be made by the GRANTEE to comply with the setback, parking and off-street loading provisions of the Zoning Code.

5. No premises, or any part thereof, shall be leased, assigned, transferred or sublet, in whole or in part, without the prior written consent of CITY, and only after a resolution passed by the Wausau Common Council, authorizing the action.

6. All leases or premises in such site shall provide for termination or other penalty, and all conveyances or grants of other interests or premises in said site shall provide for reversion or other penalty if the proposed improvements of the premises so leased or granted is not begun or completed in time represented by the proposed lessee or purchaser and accepted by the Committee or Council (not to exceed one year).

7. CITY shall retain possession to any and all of the black dirt and topsoil on the premises. Excess land fill material, other than black dirt and topsoil not wanted by GRANTEE shall not be removed from the premises by the GRANTEE without first offering the same to CITY, free of charge.

8. There shall be no on-site dumping of anything which CITY indicates shall not be dumped.

9. GRANTEE shall submit to CITY plans and specifications as to the improvements intended to be placed thereon, and a timetable showing anticipated completion dates of the improvements.

10. All railroad service to GRANTEE's property shall be subject to any agreements in effect between the Chicago and NorthWestern Railway Company, Chicago, Milwaukee, St. Paul and Pacific Railroad Company or any other railroad company and CITY. Railroad lead tracks may not be used for loading or unloading purposes.

11. The entire area between the building(s) of each site and the front property line, except for driveways, shall be landscaped with a combination of street trees, trees, ground cover and shrubbery. All unimproved areas not utilized for parking or outside storage shall be maintained in a weed-free condition. A proposed landscape plan for the entire parcel shall be submitted in conjunction with the submittal required in paragraph 9 above.

12. No parcel adjoining Stewart Avenue shall have direct access onto Stewart Avenue unless approved by CITY.

13. Before any outside area is used for storage, prior approval for such storage must be received, in writing, from CITY.

14. Before any outside area is used for storage parking of trucks, trailers, tractors and other motor vehicles, prior approval for such storage parking must be received, in writing, from CITY.

15. On or within 60 days of April 8, 2000, CITY and Kenneth A. Kostroski and Patricia Ann Kostroski and/or any grantees and/or successors in interest of Kenneth A. Kostroski and Patricia Ann Kostroski shall meet and review plans for unused property on the 1.505-acre site; and if it is mutually determined that some of the property will not be used for development by Kenneth A. Kostroski and Patricia Ann Kostroski and/or the then current owners, that CITY shall have the option to purchase back the unused property at \$12,500 per acre plus 5 percent interest per year.

16. Prior to the construction of any buildings and improvements on the premises, the owners shall present plans to the appropriate City committee and shall receive approval from the City Council prior to the construction thereof.

17. The Common Council and/or the Finance/Economic Development Committee or its successor committee may, unilaterally, in the future, by resolution, provide for other and/or further covenants, regulations, restrictions, and/or encumbrances to this land, or they may exempt the land or any portion of the land from one or all of the above covenants, regulations, or restrictions, and/or encumbrances.

18. These restrictions supersede any conflicting restrictions and/or regulations and/or covenants and/or encumbrances previously passed by the Common Council, and/or recorded in the office of the Marathon County Register of Deeds, which affect the land which is subject to this deed. Any restrictions, regulations, covenants and/or encumbrances which affect the land which is subject to this deed and which are not in conflict with these restrictions herein, are still specifically deemed to be in full force and effect.

19. These restrictions shall be considered deed restrictions and the covenants, burdens and restrictions shall run with the land in perpetuity and shall forever bind grantee, its successors and assigns.

WB-15 COMMERCIAL OFFER TO PURCHASE

1 LICENSEE DRAFTING THIS OFFER ON July 12, 2023 [DATE] IS (AGENT OF BUYER)
2 (AGENT OF SELLER/LISTING FIRM) (AGENT OF BUYER AND SELLER) STRIKE THOSE NOT APPLICABLE

3 The Buyer, RMG Holdings, LLC

4 offers to purchase the Property known as 145 S 84th Avenue, Wausau, WI 54401

5 _____
6 [e.g., Street Address, Parcel Number(s), legal description, or insert additional description, if any, at lines 620-
7 650, or attach as an addendum per line 676] in the City of Wausau, County
8 of Marathon Wisconsin, on the following terms:

9 PURCHASE PRICE The purchase price is Four Hundred and Forty-Five Thousand and no/100th

10 _____ Dollars (\$ 445,00.00).

11 INCLUDED IN PURCHASE PRICE Included in purchase price is the Property, all Fixtures on the Property as of the date
12 stated on line 1 of this Offer (unless excluded at lines 20-23), and the following additional items: _____

13 _____
14 _____
15 _____

16 All personal property included in purchase price will be transferred by bill of sale or _____

17 NOTE: The terms of this Offer, not the listing contract or marketing materials, determine what items are included
18 or not included.

19 NOT INCLUDED IN PURCHASE PRICE Not included in purchase price is Seller's personal property (unless included at
20 lines 12-15) and the following: _____

21 _____
22 _____
23 _____

24 CAUTION: Identify trade fixtures owned by tenant, if applicable, and Fixtures that are on the Property (see lines 26-
25 34) to be excluded by Seller or that are rented and will continue to be owned by the lessor.

26 "Fixture" is an item of property which is physically attached to or so closely associated with land or improvements so as to
27 be treated as part of the real estate, including, without limitation, physically attached items not easily removable without
28 damage to the premises, items specifically adapted to the premises and items customarily treated as fixtures, including, but
29 not limited to, all: garden bulbs; plants; shrubs and trees; screen and storm doors and windows; electric lighting fixtures;
30 window shades; curtain and traverse rods; blinds and shutters; central heating and cooling units and attached equipment;
31 water heaters and treatment systems; sump pumps; attached or fitted floor coverings; awnings; attached antennas; garage
32 door openers and remote controls; installed security systems; central vacuum systems and accessories; in-ground sprinkler
33 systems and component parts; built-in appliances; ceiling fans; fences; storage buildings on permanent foundations and
34 docks/piers on permanent foundations. A Fixture does not include trade fixtures owned by tenants of the Property.

35 CAUTION: Exclude Fixtures not owned by Seller such as rented fixtures. See lines 20-23.

36 BINDING ACCEPTANCE This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer
37 on or before July 24, 2023 _____ Seller may keep the Property

38 on the market and accept secondary offers after binding acceptance of this Offer.

39 CAUTION: This Offer may be withdrawn prior to delivery of the accepted Offer.

40 ACCEPTANCE Acceptance occurs when all Buyers and Sellers have signed one copy of the Offer, or separate but identical
41 copies of the Offer.

42 CAUTION: Deadlines in the Offer are commonly calculated from acceptance. Consider whether short term
43 deadlines running from acceptance provide adequate time for both binding acceptance and performance.

44 CLOSING This transaction is to be closed on August 16, 2023 _____

45 _____ at the place selected by Seller,
46 unless otherwise agreed by the Parties in writing. If the date for closing falls on Saturday, Sunday, or a federal or a state
47 holiday, the closing date shall be the next Business Day.

48 CAUTION: To reduce the risk of wire transfer fraud, any wiring instructions received should be independently
49 verified by phone or in person with the title company, financial institution, or entity directing the transfer. The real
50 estate licensees in this transaction are not responsible for the transmission or forwarding of any wiring or money
51 transfer instructions.

52 EARNEST MONEY

53 ■ EARNEST MONEY of \$ NA _____ accompanies this Offer.

54 If Offer was drafted by a licensee, receipt of the earnest money accompanying this Offer is acknowledged.

55 ■ EARNEST MONEY of \$ NA _____ will be mailed, or commercially, electronically
56 or personally delivered within _____ days ("5" if left blank) after acceptance.

57 All earnest money shall be delivered to and held by (listing Firm) (drafting Firm) (other identified as
58 _____) **STRIKE THOSE NOT APPLICABLE**

59 (listing Firm if none chosen; if no listing Firm, then drafting Firm; if no Firm then Seller).

60 **CAUTION: If a Firm does not hold earnest money, an escrow agreement should be drafted by the Parties or an**
61 **attorney as lines 64-84 do not apply. If someone other than Buyer pays earnest money, consider a special**
62 **disbursement agreement.**

63 ■ **THE BALANCE OF PURCHASE PRICE** will be paid in cash or equivalent at closing unless otherwise agreed in writing.

64 ■ **DISBURSEMENT IF EARNEST MONEY HELD BY A FIRM:** If negotiations do not result in an accepted offer and the
65 earnest money is held by a Firm, the earnest money shall be promptly disbursed (after clearance from payer's depository
66 institution if earnest money is paid by check) to the person(s) who paid the earnest money. At closing, earnest money shall
67 be disbursed according to the closing statement. If this Offer does not close, the earnest money shall be disbursed according
68 to a written disbursement agreement signed by all Parties to this Offer. If said disbursement agreement has not been
69 delivered to the Firm holding the earnest money within 60 days after the date set for closing, that Firm may disburse the
70 earnest money: (1) as directed by an attorney who has reviewed the transaction and does not represent Buyer or Seller;
71 (2) into a court hearing a lawsuit involving the earnest money and all Parties to this Offer; (3) as directed by court order; (4)
72 upon authorization granted within this Offer; or (5) any other disbursement required or allowed by law. The Firm may retain
73 legal services to direct disbursement per (1) or to file an interpleader action per (2) and the Firm may deduct from the
74 earnest money any costs and reasonable attorneys' fees, not to exceed \$250, prior to disbursement.

75 ■ **LEGAL RIGHTS/ACTION:** The Firm's disbursement of earnest money does not determine the legal rights of the Parties
76 in relation to this Offer. Buyer's or Seller's legal right to earnest money cannot be determined by the Firm holding the earnest
77 money. At least 30 days prior to disbursement per (1), (4) or (5) above, where the Firm has knowledge that either Party
78 disagrees with the disbursement, the Firm shall send Buyer and Seller written notice of the intent to disburse by certified
79 mail. If Buyer or Seller disagrees with the Firm's proposed disbursement, a lawsuit may be filed to obtain a court order
80 regarding disbursement. Small Claims Court has jurisdiction over all earnest money disputes arising out of the sale of
81 residential property with one-to-four dwelling units. Buyer and Seller should consider consulting attorneys regarding their
82 legal rights under this Offer in case of a dispute. Both Parties agree to hold the Firm harmless from any liability for good
83 faith disbursement of earnest money in accordance with this Offer or applicable Department of Safety and Professional
84 Services regulations concerning earnest money. See Wis. Admin. Code Ch. REEB 18.

85 **TIME IS OF THE ESSENCE** "Time is of the Essence" as to: (1) earnest money payment(s); (2) binding acceptance; (3)
86 occupancy; (4) date of closing; (5) contingency Deadlines **STRIKE AS APPLICABLE** and all other dates and Deadlines in
87 this Offer except: _____

88 _____ If "Time is of the Essence" applies to a date or Deadline,
89 failure to perform by the exact date or Deadline is a breach of contract. If "Time is of the Essence" does not apply to a date
90 or Deadline, then performance within a reasonable time of the date or Deadline is allowed before a breach occurs.

91 **PROPERTY CONDITION REPRESENTATIONS** Seller represents to Buyer that as of the date of acceptance Seller has
92 no notice or knowledge of Conditions Affecting the Property or Transaction (lines 104-173) other than those identified in
93 Seller's disclosure report dated _____ and a Real Estate Condition Report, if applicable, dated
94 _____, which was/were received by Buyer prior to Buyer signing this Offer and which is/are made a part of this
95 offer by reference **COMPLETE DATES OR STRIKE AS APPLICABLE** and _____

96 _____
97 _____
98 **INSERT CONDITIONS NOT ALREADY INCLUDED IN THE DISCLOSURE OR CONDITION REPORT(S).**

99 **CAUTION: If the Property includes 1-4 dwelling units, a Real Estate Condition Report containing the disclosures**
100 **provided in Wis. Stat. § 709.03 may be required. Excluded from this requirement are sales of property that has**
101 **never been inhabited, sales exempt from the real estate transfer fee, and sales by certain court-appointed**
102 **fiduciaries, for example, personal representatives, who have never occupied the Property. Buyer may have**
103 **rescission rights per Wis. Stat. § 709.05.**

104 "Conditions Affecting the Property or Transaction" are defined to include:

105 a. Defects in the structure or structural components on the Property, e.g. roof, foundation (including cracks, seepage, and
106 bulges), basement or other walls.

107 b. Defects in mechanical systems, e.g. HVAC (including the air filters and humidifiers), electrical, plumbing, septic, wells,
108 fire safety, security or lighting.

109 c. Defects in a well on the Property or in a well that serves the Property, including unsafe well water, a joint well serving
110 the Property or any Defect related to a joint well serving the Property.

111 d. Water quality issues caused by unsafe concentrations of or unsafe conditions relating to lead.

112 e. Defects in septic system or other private sanitary disposal system on or serving the Property or any out-of-service
113 septic system serving the Property not closed or abandoned according to applicable regulations.

114 f. Underground or aboveground storage tanks presently or previously on the Property for storage of flammable or
115 combustible liquids, including but not limited to gasoline and heating oil, or any Defects in such tanks presently or previously
116 on the Property; LP tanks on the Property or any defects in such LP tanks.

117 g. Defect or contamination caused by unsafe concentrations of, or unsafe conditions relating to, lead in paint, lead in soil,

- 118 presence of asbestos or asbestos-containing materials, radon, radium in water supplies, mold, pesticides or other potentially
119 hazardous or toxic substances on the Property.
- 120 h. Manufacture of or spillage of methamphetamine (meth) or other hazardous or toxic substances on the Property.
- 121 i. Zoning or building code violations, any land division involving the Property for which required state or local permits had
122 not been obtained, nonconforming structures or uses, conservation easements.
- 123 j. Special purpose district, such as a drainage district, lake district, sanitary district or sewer district, that has the authority
124 to impose assessments against the real property located within the district.
- 125 k. Proposed, planned or commenced construction of public improvements which may result in special assessments or
126 otherwise materially affect the Property or the present use of the Property.
- 127 l. Federal, state or local regulations requiring repairs, alterations or corrections of an existing condition, such as orders to
128 correct building code violations.
- 129 m. Flooding, standing water, drainage problems or other water problems on or affecting the Property.
- 130 n. Material damage from fire, wind, floods, earthquake, expansive soils, erosion or landslides.
- 131 o. Nearby airports, freeways, railroads or landfills, or significant odor, noise, water intrusion or other irritants emanating
132 from neighboring property.
- 133 p. Current or previous termite, powder post beetle, or carpenter ant infestations or Defects caused by animal, reptile, or
134 insect infestations.
- 135 q. Property or portion of the Property in a floodplain, wetland or shoreland zoning area under local, state or federal
136 regulations.
- 137 r. Property is subject to a mitigation plan required under administrative rules of the Department of Natural Resources
138 related to county shoreland zoning ordinances, which obligates the owner of the Property to establish or maintain certain
139 measures related to shoreland conditions and which is enforceable by the county.
- 140 s. Nonowners having rights to use part of the Property, other than public rights-of-way, including, but not limited to, private
141 rights-of-way and private easements, other than recorded utility easements; lack of legal access or access restrictions;
142 restrictive covenants and deed restrictions; shared fences, walls, wells, driveways, signage or other shared usages; or
143 leased parking.
- 144 t. Boundary or lot line disputes, encroachments, or encumbrances affecting the Property.
- 145 u. High voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the
146 Property.
- 147 v. Structure on the Property designated as a historic building, all or any part of the Property located in a historic district, or
148 burial sites or archeological artifacts on the Property.
- 149 w. All or part of the land has been assessed as agricultural land, the owner has been assessed a use-value conversion
150 charge or the payment of a use-value conversion charge has been deferred.
- 151 x. All or part of the Property is subject to, enrolled in or in violation of a certified farmland preservation zoning district or a
152 farmland preservation agreement, or a Forest Crop, Managed Forest Law (see disclosure requirements in Wis. Stat. §
153 710.12), Conservation Reserve or a comparable program.
- 154 y. A pier is attached to the Property that is not in compliance with state or local pier regulations, a written agreement
155 affecting riparian rights related to the Property; or the bed of the abutting navigable waterway is owned by a hydroelectric
156 operator.
- 157 z. A dam is totally or partially located on the Property; or an ownership interest in a dam not located on the Property will
158 be transferred with the Property because the dam is owned collectively by a homeowners' association, lake district, or
159 similar group of which the Property owner is a member.
- 160 aa. Government investigation or private assessment/audit of environmental matters conducted.
- 161 bb. Presence of or a Defect caused by unsafe concentrations of, unsafe conditions relating to, or the storage of hazardous
162 or toxic substances on neighboring properties.
- 163 cc. Owner's receipt of notice of property tax increases, other than normal annual increases, or notice or knowledge of a
164 pending property reassessment, remodeling that may increase the property's assessed value, or pending special
165 assessments.
- 166 dd. Agreements that bind subsequent owners of the property, such as a lease agreement or an extension of credit from
167 an electric cooperative.
- 168 ee. Remodeling, replacements, or repairs affecting the Property's structure or mechanical systems that were done or
169 additions to the Property that were made during the owner's period of ownership without the required permits.
- 170 ff. Rented items located on the Property or items affixed to or closely associated with the Property.
- 171 gg. Owner is a foreign person as defined in the Foreign Investment in Real Property Tax Act in 26 IRC § 1445(f).
- 172 hh. Other Defects affecting the Property, including, without limitation, drainage easement or grading problems; or excessive
173 sliding, settling, earth movement or upheavals.

174 **PROPOSED USE CONTINGENCIES:** This Offer is contingent upon Buyer obtaining, at Buyer's expense, the reports or
175 documentation required by any optional provisions checked on lines 185-197 below. The optional provisions checked on
176 lines 185-197 shall be deemed satisfied unless Buyer, within _____ days ("30" if left blank) after acceptance, delivers: (1)
177 written notice to Seller specifying those optional provisions checked below that cannot be satisfied and (2) written evidence
178 substantiating why each specific provision referred to in Buyer's notice cannot be satisfied. Upon delivery of Buyer's notice,
179 this Offer shall be null and void. Seller agrees to cooperate with Buyer as necessary to satisfy the contingency provisions
180 checked at lines 185-197.

181 **Proposed Use:** Buyer is purchasing the Property for the purpose of: _____
182 _____
183 _____

184 **[Insert proposed use and type and size of building, if applicable; e.g. restaurant/tavern with capacity of 350 and 3 second floor dwelling units].**

185 **ZONING:** Verification of zoning and that the Property's zoning allows Buyer's proposed use described at lines
186 181-183.

187 **EASEMENTS AND RESTRICTIONS:** Copies of all public and private easements, covenants and restrictions
188 affecting the Property and a written determination by a qualified independent third party that none of these prohibit or
189 significantly delay or increase the costs of the proposed use or development identified at lines 181-183.

190 **APPROVALS:** All applicable governmental permits, approvals and licenses, as necessary and appropriate, or
191 the final discretionary action by the granting authority prior to the issuance of such permits, approvals and licenses, for
192 the following items related to Buyer's proposed use: _____
193 _____

194 _____ or delivering written notice
195 to Seller if the item(s) cannot be obtained or can only be obtained subject to conditions which significantly increase the
196 cost of Buyer's proposed use described at lines 181-183.

197 **ACCESS TO PROPERTY:** Written verification that there is legal vehicular access to the Property from public
198 roads.

199 **LAND USE APPROVAL/PERMITS:** This Offer is contingent upon (Buyer)(Seller) ~~STRIKE ONE~~ ("Buyer" if neither
200 stricken) obtaining the following, including all costs: a **CHECK ALL THAT APPLY:** rezoning; conditional use permit;
201 variance; other _____ for the Property for its proposed use described at lines 181-183.

202 Seller agrees to cooperate with Buyer as necessary to satisfy this contingency. Buyer shall deliver, within _____ days of
203 acceptance, written notice to Seller if any item cannot be obtained, in which case this Offer shall be null and void.

204 **MAP OF THE PROPERTY:** This Offer is contingent upon (Buyer obtaining) (Seller providing) ~~STRIKE ONE~~ ("Seller
205 providing" if neither is stricken) a _____ survey
206 (ALTA/NSPS Land Title Survey if survey type is not specified) dated subsequent to the date of acceptance of this Offer and
207 prepared by a registered land surveyor, within _____ days ("30" if left blank) after acceptance, at (Buyer's
208 Seller's) ~~STRIKE ONE~~ ("Seller's" if neither is stricken) expense. The map shall show minimum of _____ acres,
209 maximum of _____ acres, the legal description of the Property, the Property's boundaries and dimensions, visible
210 encroachments upon the Property, the location of improvements, if any, and: _____

211 ~~STRIKE AND COMPLETE AS APPLICABLE~~ Additional map features which may be added include, but are not limited to:
212 staking of all corners of the Property; identifying dedicated and apparent streets; lot dimensions; total acreage or square
213 footage; utility installations; easements or rights-of-way. Such survey shall be in satisfactory form and accompanied by any
214 required surveyor's certificate sufficient to enable Buyer to obtain removal of the standard survey exception(s) on the title
215 policy.

216 **CAUTION: Consider the cost and the need for map features before selecting them. Also consider the time required
217 to obtain the map when setting the deadline.**

218 This contingency shall be deemed satisfied unless Buyer, within 5 days after the deadline for delivery of said map, delivers
219 to Seller a copy of the map and a written notice which identifies: (1) a significant encroachment; (2) information materially
220 inconsistent with prior representations; (3) failure to meet requirements stated within this contingency; or (4) the existence
221 of conditions that would prohibit the Buyer's intended use of the Property described at lines 181-183. Upon delivery of
222 Buyer's notice, this Offer shall be null and void. Once the deadline for delivery has passed, if Seller was responsible to
223 provide the map and failed to timely deliver the map to Buyer, Buyer may terminate this Offer if Buyer delivers a written
224 notice of termination to Seller prior to Buyer's Actual Receipt of said map from Seller.

225 **DOCUMENT REVIEW CONTINGENCY:** This Offer is contingent upon Seller delivering the following documents to
226 Buyer within 10 days ("30" if left blank) after acceptance: **CHECK THOSE THAT APPLY; STRIKE AS APPROPRIATE**

227 Documents evidencing the sale of the Property has been properly authorized, if Seller is a business entity.

228 A complete inventory of all furniture, fixtures, equipment and other personal property included in this transaction which
229 is consistent with representations made prior to and in this Offer.

230 Uniform Commercial Code lien search as to the personal property included in the purchase price, showing the Property
231 to be free and clear of all liens, other than liens to be released prior to or at closing.

232 Rent roll.

233 Other Title commitment

235 Additional items which may be added include, but are not limited to: building, construction or component warranties,
236 previous environmental site assessments, surveys, title commitments and policies, maintenance agreements, other
237 contracts relating to the Property, existing permits and licenses, recent financial operating statements, current and future
238 rental agreements, notices of termination and non-renewal, and assessment notices.

239 All documents Seller delivers to Buyer shall be true, accurate, current and complete. Buyer shall keep all such documents
240 confidential and disclose them to third parties only to the extent necessary to implement other provisions of this Offer. Buyer
241 shall return all documents (originals and any reproductions) to Seller if this Offer is terminated.

242 ■ **CONTINGENCY SATISFACTION:** This contingency shall be deemed satisfied unless Buyer, within ____ days ("5" if left
243 blank) after the deadline for delivery of the documents, delivers to Seller a written notice indicating this contingency has not
244 been satisfied. Such notice shall identify which document(s) have not been timely delivered or do not meet the standard set
245 forth for the document(s). Upon delivery of such notice, this Offer shall be null and void.

246 **ENVIRONMENTAL EVALUATION CONTINGENCY:** This Offer is contingent upon a qualified independent
247 environmental consultant of Buyer's choice conducting an Environmental Site Assessment of the Property (see lines 274-
248 291), at (Buyer's) (Seller's) expense **STRIKE ONE** ("Buyer's" if neither is stricken), which discloses no Defects.

249 **NOTE: "Defect" as defined on lines 523-525 means a condition that would have a significant adverse effect on the**
250 **value of the Property; that would significantly impair the health or safety of future occupants of the Property; or**
251 **that if not repaired, removed or replaced would significantly shorten or adversely affect the expected normal life**
252 **of the premises.**

253 For the purpose of this contingency, a Defect is defined to also include a material violation of environmental laws, a material
254 contingent liability affecting the Property arising under any environmental laws, the presence of an underground storage
255 tank(s) or material levels of hazardous substances either on the Property or presenting a significant risk of contaminating
256 the Property due to future migration from other properties. Defects do not include conditions the nature and extent of which
257 Buyer had actual knowledge or written notice before signing the Offer.

258 ■ **CONTINGENCY SATISFACTION:** This contingency shall be deemed satisfied unless Buyer, within ____ days ("30" if
259 left blank) after acceptance, delivers to Seller a copy of the Environmental Site Assessment report and a written notice
260 listing the Defect(s) identified in the Environmental Site Assessment report to which Buyer objects (Notice of Defects).

261 **CAUTION: A proposed amendment is not a Notice of Defects and will not satisfy this notice requirement.**

262 ■ **RIGHT TO CURE:** Seller (shall) (shall not) **STRIKE ONE** ("shall" if neither is stricken) have a right to cure the Defects.

263 If Seller has the right to cure, Seller may satisfy this contingency by:

- 264 (1) delivering written notice to Buyer within ____ ("10" if left blank) days after Buyer's delivery of the Notice of
265 Defects stating Seller's election to cure Defects;
- 266 (2) curing the Defects in a good and workmanlike manner; and
- 267 (3) delivering to Buyer a written report detailing the work done no later than three days prior to closing.

268 This Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written Environmental Site
269 Assessment report and:

- 270 (1) Seller does not have a right to cure; or
- 271 (2) Seller has a right to cure but:
 - 272 (a) Seller delivers written notice that Seller will not cure; or
 - 273 (b) Seller does not timely deliver the written notice of election to cure.

274 ■ **ENVIRONMENTAL SITE ASSESSMENT:** An "Environmental Site Assessment" (also known as a "Phase I Site Assessment")
275 may include, but is not limited to: (1) an inspection of the Property; (2) a review of the ownership and use history of the
276 Property, including a search of title records showing private ownership of the Property for a period of 80 years prior to the
277 visual inspection; (3) a review of historic and recent aerial photographs of the Property, if available; (4) a review of
278 environmental licenses, permits or orders issued with respect to the Property (5) an evaluation of results of any
279 environmental sampling and analysis that has been conducted on the Property; and (6) a review to determine if the Property
280 is listed in any of the written compilations of sites or facilities considered to pose a threat to human health or the environment
281 including the National Priorities List, the Department of Nature Resources' (DNR) Registry of Waste Disposal Sites, the
282 DNR's Contaminated Lands Environmental Action Network, and the DNR's Remediation and Redevelopment (RR) Sites
283 Map including the Geographical Information System (GIS) Registry and related resources. Any Environmental Site
284 Assessment performed under this Offer shall comply with generally recognized industry standards (e.g. current American
285 Society of Testing and Materials "Standard Practice for Environmental Site Assessments"), and state and federal guidelines,
286 as applicable.

287 **CAUTION: Unless otherwise agreed an Environmental Site Assessment does not include subsurface testing of the**
288 **soil or groundwater or other testing of the Property for environmental pollution. If further investigation is required,**
289 **insert provisions for a Phase II Site Assessment (collection and analysis of samples), Phase III Environmental Site**
290 **Assessment (evaluation of remediation alternatives) or other site evaluation at lines 620-650 or attach as an**
291 **addendum per line 676.**

292 **INSPECTIONS AND TESTING** Buyer may only conduct inspections or tests if specific contingencies are included as a
293 part of this Offer. An "inspection" is defined as an observation of the Property, which does not include an appraisal or testing
294 of the Property, other than testing for leaking carbon monoxide, or testing for leaking LP gas or natural gas used as a fuel
295 source, which are hereby authorized. A "test" is defined as the taking of samples of materials such as soils, water, air or

296 building materials from the Property for laboratory or other analysis of these materials. Seller agrees to allow Buyer's
 297 inspectors, testers and appraisers reasonable access to the Property upon advance notice, if necessary, to satisfy the
 298 contingencies in this Offer. Buyer or licensees or both may be present at all inspections and testing. Except as otherwise
 299 provided, Seller's authorization for inspections does not authorize Buyer to conduct testing of the Property.

300 **NOTE: Any contingency authorizing testing should specify the areas of the Property to be tested, the purpose of**
 301 **the test, (e.g., to determine if environmental contamination is present), any limitations on Buyer's testing and any**
 302 **other material terms of the contingency.**

303 Buyer agrees to promptly restore the Property to its original condition after Buyer's inspections and testing are completed
 304 unless otherwise agreed to with Seller. Buyer agrees to promptly provide copies of all inspection and testing reports to
 305 Seller. Seller acknowledges that certain inspections or tests may detect environmental pollution which may be required to
 306 be reported to the Wisconsin Department of Natural Resources.

307 **INSPECTION CONTINGENCY:** This contingency only authorizes inspections, not testing (see lines 292-306).

308 (1) This Offer is contingent upon a qualified independent inspector(s) conducting an inspection(s) of the Property which
 309 discloses no Defects.

310 (2) This Offer is further contingent upon a qualified independent inspector or independent qualified third party performing
 311 an inspection of _____

312

313 (list any Property feature(s) to be separately inspected, e.g., dumpsite, etc.) which discloses no Defects.

314 (3) Buyer may have follow-up inspections recommended in a written report resulting from an authorized inspection,
 315 provided they occur prior to the Deadline specified at line 320. Each inspection shall be performed by a qualified
 316 independent inspector or independent qualified third party.

317 Buyer shall order the inspection(s) and be responsible for all costs of inspection(s).

318 **CAUTION: Buyer should provide sufficient time for the primary inspection and/or any specialized inspection(s), as**
 319 **well as any follow-up inspection(s).**

320 This contingency shall be deemed satisfied unless Buyer, within _____ days ("20" if left blank) after acceptance, delivers
 321 to Seller a copy of the inspection report(s) dated after the date on line 1 of this Offer and a written notice listing the Defect(s)
 322 identified in the inspection report(s) to which Buyer objects (Notice of Defects).

323 **CAUTION: A proposed amendment is not a Notice of Defects and will not satisfy this notice requirement.**

324 For the purpose of this contingency, Defects do not include conditions the nature and extent of which Buyer had actual
 325 knowledge or written notice before signing the Offer.

326 **NOTE: "Defect" as defined on lines 523-525 means a condition that would have a significant adverse effect on the**
 327 **value of the Property; that would significantly impair the health or safety of future occupants of the Property; or**
 328 **that if not repaired, removed or replaced would significantly shorten or adversely affect the expected normal life**
 329 **of the premises.**

330 **RIGHT TO CURE:** Seller (shall)(shall not) ~~STRIKE ONE~~ ("shall" if neither is stricken) have a right to cure the Defects.

331 If Seller has the right to cure, Seller may satisfy this contingency by:

332 (1) delivering written notice to Buyer within 10 days of Buyer's delivery of the Notice of Defects stating Seller's election to
 333 cure Defects;

334 (2) curing the Defects in a good and workmanlike manner; and

335 (3) delivering to Buyer a written report detailing the work done no later than three days prior to closing.

336 This Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written inspection report(s) and:

337 (1) Seller does not have a right to cure; or

338 (2) Seller has a right to cure but:

339 (a) Seller delivers written notice that Seller will not cure; or

340 (b) Seller does not timely deliver the written notice of election to cure.

341

IF LINE 342 IS NOT MARKED OR IS MARKED N/A LINES 392-403 APPLY.

342 **FINANCING COMMITMENT CONTINGENCY:** This Offer is contingent upon Buyer being able to obtain a written
 343 **SEE ADDENDUM** _____ [loan type or specific lender, if any] first mortgage loan commitment as described

344 below, within _____ days after acceptance of this Offer. The financing selected shall be in an amount of not less than \$
 345 _____ for a term of not less than _____ years, amortized over not less than _____ years. Initial

346 monthly payments of principal and interest shall not exceed \$ _____. Buyer acknowledges that lender's
 347 required monthly payments may also include 1/12th of the estimated net annual real estate taxes, hazard insurance
 348 premiums, and private mortgage insurance premiums. The mortgage shall not include a prepayment premium. Buyer agrees
 349 to pay discount points in an amount not to exceed _____% ("0" if left blank) of the loan. If Buyer is using multiple loan
 350 sources or obtaining a construction loan or land contract financing, describe at lines 620-650 or in an addendum attached
 351 per line 676. Buyer agrees to pay all customary loan and closing costs, wire fees, and loan origination fees, to promptly
 352 apply for a mortgage loan, and to provide evidence of application promptly upon request of Seller. Seller agrees to allow
 353 lender's appraiser access to the Property.

354 **LOAN AMOUNT ADJUSTMENT:** If the purchase price under this Offer is modified, any financed amount, unless otherwise
 355 provided, shall be adjusted to the same percentage of the purchase price as in this contingency and the monthly payments
 356 shall be adjusted as necessary to maintain the term and amortization stated above.

357 **CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 358 OR 359.**

358 **FIXED RATE FINANCING:** The annual rate of interest shall not exceed _____%.

359 **ADJUSTABLE RATE FINANCING:** The initial interest rate shall not exceed _____%. The initial interest rate
360 shall be fixed for _____ months, at which time the interest rate may be increased not more than _____% ("2" if
361 left blank) at the first adjustment and by not more than _____% ("1" if left blank) at each subsequent adjustment.

362 The maximum interest rate during the mortgage term shall not exceed the initial interest rate plus _____% ("6" if
363 left blank). Monthly payments of principal and interest may be adjusted to reflect interest changes.

364 **NOTE: If purchase is conditioned on Buyer obtaining financing for operations or development consider adding a
365 contingency for that purpose.**

366 ■ **SATISFACTION OF FINANCING COMMITMENT CONTINGENCY:** If Buyer qualifies for the loan described in this Offer
367 or another loan acceptable to Buyer, Buyer agrees to deliver to Seller a copy of a written loan commitment.
368 This contingency shall be satisfied if, after Buyer's review, Buyer delivers to Seller a copy of a written loan commitment
369 (even if subject to conditions) that is:

- 370 (1) signed by Buyer, or
- 371 (2) accompanied by Buyer's written direction for delivery.

372 Delivery of a loan commitment by Buyer's lender or delivery accompanied by a notice of unacceptability shall not satisfy
373 this contingency.

374 **CAUTION: The delivered loan commitment may contain conditions Buyer must yet satisfy to obligate the lender to
375 provide the loan. Buyer understands delivery of a loan commitment removes the Financing Commitment
376 Contingency from the Offer and shifts the risk to Buyer if the loan is not funded.**

377 ■ **SELLER TERMINATION RIGHTS:** If Buyer does not deliver a loan commitment on or before the Deadline on line 344.
378 Seller may terminate this Offer if Seller delivers a written notice of termination to Buyer prior to Seller's Actual Receipt of
379 written loan commitment from Buyer.

380 ■ **FINANCING COMMITMENT UNAVAILABILITY:** If a financing commitment is not available on the terms stated in this
381 Offer (and Buyer has not already delivered an acceptable loan commitment for other financing to Seller), Buyer shall
382 promptly deliver written notice to Seller of same including copies of lender(s)' rejection letter(s) or other evidence of
383 unavailability.

384 **SELLER FINANCING:** Seller shall have 10 days after the earlier of:

- 385 (1) Buyer delivery of written notice of evidence of unavailability as noted in lines 380-383; or
- 386 (2) the Deadline for delivery of the loan commitment set on line 344

387 to deliver to Buyer written notice of Seller's decision to finance this transaction with a note and mortgage under the same
388 terms set forth in this Offer, and this Offer shall remain in full force and effect, with the time for closing extended accordingly.

389 If Seller's notice is not timely given, the option for Seller to provide financing shall be considered waived. Buyer agrees to
390 cooperate with and authorizes Seller to obtain any credit information reasonably appropriate to determine Buyer's credit
391 worthiness for Seller financing.

392 **IF THIS OFFER IS NOT CONTINGENT ON FINANCING COMMITMENT** Within _____ days ("7" if left blank) after
393 acceptance, Buyer shall deliver to Seller either:

- 394 (1) reasonable written verification from a financial institution or third party in control of Buyer's funds that Buyer has, at
395 the time of verification, sufficient funds to close; or
- 396 (2) _____

397 _____ [Specify documentation Buyer agrees to deliver to Seller].

398 If such written verification or documentation is not delivered, Seller has the right to terminate this Offer by delivering written
399 notice to Buyer prior to Seller's Actual Receipt of a copy of Buyer's written verification. Buyer may or may not obtain
400 mortgage financing but does not need the protection of a financing commitment contingency. Seller agrees to allow Buyer's
401 appraiser access to the Property for purposes of an appraisal. Buyer understands and agrees that this Offer is not subject
402 to the appraisal meeting any particular value, unless this Offer is subject to an appraisal contingency, nor does the right of
403 access for an appraisal constitute a financing commitment contingency.

404 **APPRAISAL CONTINGENCY:** This Offer is contingent upon Buyer or Buyer's lender having the Property appraised
405 at Buyer's expense by a Wisconsin licensed or certified independent appraiser who issues an appraisal report dated
406 subsequent to the date stated on line 1 of this Offer, indicating an appraised value for the Property equal to or greater than
407 the agreed upon purchase price.

408 This contingency shall be deemed satisfied unless Buyer, within _____ days after acceptance, delivers to Seller a copy
409 of the appraisal report indicating an appraised value less than the agreed upon purchase price, and a written notice objecting
410 to the appraised value.

411 ■ **RIGHT TO CURE:** Seller (shall) (shall not) ~~STRIKE ONE~~ ("shall" if neither is stricken) have the right to cure.

412 If Seller has the right to cure, Seller may satisfy this contingency by delivering written notice to Buyer adjusting the purchase
413 price to the value shown on the appraisal report within _____ days ("5" if left blank) after Buyer's delivery of the appraisal
414 report and the notice objecting to the appraised value. Seller and Buyer agree to promptly execute an amendment initiated
415 by either Party after delivery of Seller's notice, solely to reflect the adjusted purchase price.

418 This Offer shall be null and void if Buyer makes timely delivery of the notice objecting to appraised value and the written
419 appraisal report and:

418 (1) Seller does not have the right to cure; or

419 (2) Seller has the right to cure but:

420 (a) Seller delivers written notice that Seller will not adjust the purchase price; or

421 (b) Seller does not timely deliver the written notice adjusting the purchase price to the value shown on the appraisal
422 report.

423 **SECONDARY OFFER:** This Offer is secondary to a prior accepted offer. This Offer shall become primary upon
424 delivery of written notice to Buyer that this Offer is primary. Unless otherwise provided, Seller is not obligated to give Buyer
425 notice prior to any Deadline, nor is any particular secondary buyer given the right to be made primary ahead of other
426 secondary buyers. Buyer may declare this Offer null and void by delivering written notice of withdrawal to Seller prior to
427 delivery of Seller's notice that this Offer is primary. Buyer may not deliver notice of withdrawal earlier than _____ days ("7"
428 if left blank) after acceptance of this Offer. All other Offer Deadlines that run from acceptance shall run from the time this
429 Offer becomes primary.

430 **CLOSING PRORATIONS** The following items, if applicable, shall be prorated at closing, based upon date of closing values:
431 real estate taxes, rents, prepaid insurance (if assumed), private and municipal charges, property owners or homeowners
432 association assessments, fuel and _____

433

434 **CAUTION: Provide basis for utility charges, fuel or other prorations if date of closing value will not be used.**

435 Any income, taxes or expenses shall accrue to Seller, and be prorated at closing, through the day prior to closing.

436 Real estate taxes shall be prorated at closing based on **CHECK BOX FOR APPLICABLE PRORATION FORMULA:**

437 The net general real estate taxes for the preceding year, or the current year if available (Net general real estate
438 taxes are defined as general property taxes after state tax credits and lottery credits are deducted). NOTE: THIS CHOICE
439 APPLIES IF NO BOX IS CHECKED.

440 Current assessment times current mill rate (current means as of the date of closing).

441 Sale price, multiplied by the municipality area-wide percent of fair market value used by the assessor in the prior
442 year, or current year if known, multiplied by current mill rate (current means as of the date of closing).

443

444 **CAUTION: Buyer is informed that the actual real estate taxes for the year of closing and subsequent years may be**
445 **substantially different than the amount used for proration especially in transactions involving new construction,**
446 **extensive rehabilitation, remodeling or area-wide re-assessment. Buyer is encouraged to contact the local**
447 **assessor regarding possible tax changes.**

448 Buyer and Seller agree to re-prorate the real estate taxes, through the day prior to closing based upon the taxes on
449 the actual tax bill for the year of closing, with Buyer and Seller each owing his or her pro-rata share. Buyer shall, within 5
450 days of receipt, forward a copy of the bill to the forwarding address Seller agrees to provide at closing. The Parties shall
451 re-prorate within 30 days of Buyer's receipt of the actual tax bill. Buyer and Seller agree this is a post-closing obligation
452 and is the responsibility of the Parties to complete, not the responsibility of the real estate Firms in this transaction.

453 **TITLE EVIDENCE**

454 **CONVEYANCE OF TITLE:** Upon payment of the purchase price, Seller shall convey the Property by warranty deed
455 (trustee's deed if Seller is a trust, personal representative's deed if Seller is an estate or other conveyance as
456 provided herein) free and clear of all liens and encumbrances, except: municipal and zoning ordinances and agreements
457 entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use
458 restrictions and covenants, present uses of the Property in violation of the foregoing disclosed in Seller's disclosure report,
459 and Real Estate Condition Report, if applicable, and in this Offer, general taxes levied in the year of closing and
460 _____

461

462 _____ (insert other allowable exceptions from title, if any) that constitutes
463 merchantable title for purposes of this transaction. Seller, at Seller's cost, shall complete and execute the documents
464 necessary to record the conveyance and pay the Wisconsin Real Estate Transfer Fee.

465 **WARNING: Municipal and zoning ordinances, recorded building and use restrictions, covenants and easements**
466 **may prohibit certain improvements or uses and therefore should be reviewed, particularly if Buyer contemplates**
467 **making improvements to Property or a use other than the current use.**

468 **TITLE EVIDENCE:** Seller shall give evidence of title in the form of an owner's policy of title insurance in the amount of
469 the purchase price on a current ALTA form issued by an insurer licensed to write title insurance in Wisconsin. Seller shall
470 pay all costs of providing title evidence to Buyer. Buyer shall pay the costs of providing the title evidence required by Buyer's
471 lender and recording the deed or other conveyance.

472 **GAP ENDORSEMENT:** Seller shall provide a "gap" endorsement or equivalent gap coverage at (Seller's)(Buyer's)
473 **STRIKE ONE** ("Seller's" if neither, stricken) cost to provide coverage for any liens or encumbrances first filed or recorded
474 after the commitment date of the title insurance commitment and before the deed is recorded, subject to the title insurance
475 policy conditions, exclusions and exceptions, provided the title company will issue the coverage. If a gap endorsement or

476 equivalent gap coverage is not available, Buyer may give written notice that title is not acceptable for closing (see lines 482-
477 489).

478 ■ **DELIVERY OF MERCHANTABLE TITLE:** The required title insurance commitment shall be delivered to Buyer's attorney
479 or Buyer not more than _____ days ("15" if left blank) after acceptance showing title to the Property as of a date
480 no more than 15 days before delivery of such title evidence to be merchantable per lines 454-464, subject only to liens
481 which will be paid out of the proceeds of closing and standard title insurance requirements and exceptions.

482 ■ **TITLE NOT ACCEPTABLE FOR CLOSING:** If title is not acceptable for closing, Buyer shall notify Seller in writing of
483 objections to title within _____ days ("15" if left blank) after delivery of the title commitment to Buyer or Buyer's attorney. In
484 such event, Seller shall have _____ days ("15" if left blank) from Buyer's delivery of the notice stating title objections, to
485 deliver notice to Buyer stating Seller's election to remove the objections by the time set for closing. If Seller is unable to
486 remove said objections, Buyer shall have five days from receipt of notice thereof, to deliver written notice waiving the
487 objections, and the time for closing shall be extended accordingly. If Buyer does not waive the objections, this Offer shall
488 be null and void. Providing title evidence acceptable for closing does not extinguish Seller's obligations to give merchantable
489 title to Buyer.

490 ■ **SPECIAL ASSESSMENTS/OTHER EXPENSES:** Special assessments, if any, levied or for work actually commenced
491 prior to the date stated on line 1 of this Offer shall be paid by Seller no later than closing. All other special assessments
492 shall be paid by Buyer. "Levied" means the local municipal governing body has adopted and published a final resolution
493 describing the planned improvements and the assessment of benefits.

494 **CAUTION:** Consider a special agreement if area assessments, property owners association assessments, special
495 charges for current services under Wis. Stat. § 66.0627 or other expenses are contemplated. "Other expenses" are
496 one-time charges or ongoing use fees for public improvements (other than those resulting in special assessments)
497 relating to curb, gutter, street, sidewalk, municipal water, sanitary and storm water and storm sewer (including all
498 sewer mains and hook-up/connection and interceptor charges), parks, street lighting and street trees, and impact
499 fees for other public facilities, as defined in Wis. Stat. § 66.0617(1)(f).

500 **LEASED PROPERTY** If Property is currently leased and lease(s) extend beyond closing, Seller shall assign Seller's rights
501 under said lease(s) and transfer all security deposits and prepaid rents thereunder to Buyer at closing. The terms of the
502 (written) (oral) **STRIKE ONE** lease(s), if any, are _____

503

504 _____, Insert additional terms, if any, at lines 620-650 or attach as an addendum per line 676.

505 **ESTOPPEL LETTERS:** Seller shall deliver to Buyer no later than _____ days ("7" if left blank) before closing, estoppel
506 letters dated within _____ days ("15" if left blank) before closing, from each non-residential tenant, confirming the lease term,
507 rent installment amounts, amount of security deposit, and disclosing any defaults, claims or litigation with regard to the lease
508 or tenancy.

509 **DEFINITIONS**

510 ■ **ACTUAL RECEIPT:** "Actual Receipt" means that a Party, not the Party's recipient for delivery, if any, has the document
511 or written notice physically in the Party's possession, regardless of the method of delivery. If the document or written notice
512 is electronically delivered, Actual Receipt shall occur when the Party opens the electronic transmission.

513 ■ **BUSINESS DAY:** "Business Day" means a calendar day other than Saturday, Sunday, any legal public holiday under
514 Wisconsin or Federal law, and any other day designated by the President such that the postal service does not receive
515 registered mail or make regular deliveries on that day.

516 ■ **DEADLINES:** "Deadlines" expressed as a number of "days" from an event, such as acceptance, are calculated by
517 excluding the day the event occurred and by counting subsequent calendar days. The Deadline expires at Midnight on the
518 last day. Additionally, Deadlines expressed as a specific number of Business Days are calculated in the same manner
519 except that only Business Days are counted while other days are excluded. Deadlines expressed as a specific number of
520 "hours" from the occurrence of an event, such as receipt of a notice, are calculated from the exact time of the event, and by
521 counting 24 hours per calendar day. Deadlines expressed as a specific day of the calendar year or as the day of a specific
522 event, such as closing, expire at Midnight of that day. "Midnight" is defined as 11:59 p.m. Central Time.

523 ■ **DEFECT:** "Defect" means a condition that would have a significant adverse effect on the value of the Property; that would
524 significantly impair the health or safety of future occupants of the Property; or that if not repaired, removed or replaced would
525 significantly shorten or adversely affect the expected normal life of the premises.

526 ■ **FIRM:** "Firm" means a licensed sole proprietor broker or a licensed broker business entity.

527 ■ **PARTY:** "Party" means the Buyer or the Seller; "Parties" refers to both Buyer and Seller.

528 ■ **PROPERTY:** Unless otherwise stated, "Property" means the real estate described at lines 4-8.

529 **INCLUSION OF OPTIONAL PROVISIONS** Terms of this Offer that are preceded by an OPEN BOX () are part of
530 this Offer ONLY if the box is marked such as with an "X". They are not part of this offer if marked "N/A" or are left blank.

531 **PROPERTY DIMENSIONS AND SURVEYS** Buyer acknowledges that any land, building or room dimensions, or total
532 acreage or building square footage figures, provided to Buyer by Seller or by a broker, may be approximate because of
533 rounding, formulas used or other reasons, unless verified by survey or other means.

534 **CAUTION:** Buyer should verify total square footage formula, total square footage/acreage figures, and land,
535 building or room dimensions, if material.

536 **DISTRIBUTION OF INFORMATION** Buyer and Seller authorize the agents of Buyer and Seller to: (i) distribute copies of
537 the Offer to Buyer's lender, appraisers, title insurance companies and any other settlement service providers for the
538 transaction as defined by the Real Estate Settlement Procedures Act (RESPA); (ii) report sales and financing concession
539 data to multiple listing service sold databases; (iii) provide active listing, pending sale, closed sale and financing concession
540 information and data, and related information regarding seller contributions, incentives or assistance, and third party gifts,
541 to appraisers researching comparable sales, market conditions and listings, upon inquiry; and (iv) distribute copies of this
542 Offer to the seller, or seller's agent, of another property that Seller intends on purchasing.

543 **MAINTENANCE** Seller shall maintain the Property and all personal property included in the purchase price until the earlier
544 of closing or Buyer's occupancy, in materially the same condition it was in as of the date on line 1 of this Offer, except for
545 ordinary wear and tear and changes agreed upon by Parties.

546 **PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING** If, prior to closing, the Property is damaged in an
547 amount not more than five percent of the purchase price, other than normal wear and tear, Seller shall promptly notify Buyer
548 in writing, and will be obligated to restore the Property to materially the same condition it was in as of the date on line 1 of
549 this Offer. Seller shall provide Buyer with copies of all required permits and lien waivers for the lienable repairs no later than
550 closing. If the amount of damage exceeds five percent of the purchase price, Seller shall promptly notify Buyer in writing of
551 the damage and this Offer may be terminated at option of Buyer. Should Buyer elect to carry out this Offer despite such
552 damage, Buyer shall be entitled to the insurance proceeds, if any, relating to the damage to the Property, plus a credit
553 towards the purchase price equal to the amount of Seller's deductible on such policy, if any. However, if this sale is financed
554 by a land contract or a mortgage to Seller, any insurance proceeds shall be held in trust for the sole purpose of restoring
555 the Property.

556 **BUYER'S PRE-CLOSING WALK-THROUGH** Within three days prior to closing, at a reasonable time pre-approved by
557 Seller or Seller's agent, Buyer shall have the right to walk through the Property to determine that there has been no
558 significant change in the condition of the Property, except for ordinary wear and tear and changes agreed upon by Parties,
559 and that any Defects Seller has agreed to cure have been repaired in the manner agreed to by the Parties.

560 **OCCUPANCY** Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in
561 this Offer at lines 620-650 or in an addendum attached per line 676. At time of Buyer's occupancy, Property shall be in
562 broom swept condition and free of all debris, refuse, and personal property except for personal property belonging to current
563 tenants, or sold to Buyer or left with Buyer's consent. Occupancy shall be given subject to tenant's rights, if any.

564 **DEFAULT** Seller and Buyer each have the legal duty to use good faith and due diligence in completing the terms and
565 conditions of this Offer. A material failure to perform any obligation under this Offer is a default that may subject the defaulting
566 party to liability for damages or other legal remedies.

567 If **Buyer defaults**, Seller may:

- 568 (1) sue for specific performance and request the earnest money as partial payment of the purchase price; or
- 569 (2) terminate the Offer and have the option to: (a) request the earnest money as liquidated damages; or (b) sue for actual
570 damages.

571 If **Seller defaults**, Buyer may:

- 572 (1) sue for specific performance; or
- 573 (2) terminate the Offer and request the return of the earnest money, sue for actual damages, or both.

574 In addition, the Parties may seek any other remedies available in law or equity. The Parties understand that the availability
575 of any judicial remedy will depend upon the circumstances of the situation and the discretion of the courts. If either Party
576 defaults, the Parties may renegotiate the Offer or seek nonjudicial dispute resolution instead of the remedies outlined above.
577 By agreeing to binding arbitration, the Parties may lose the right to litigate in a court of law those disputes covered by the
578 arbitration agreement.

579 **NOTE: IF ACCEPTED, THIS OFFER CAN CREATE A LEGALLY ENFORCEABLE CONTRACT. BOTH PARTIES**
580 **SHOULD READ THIS DOCUMENT CAREFULLY. THE FIRM AND ITS AGENTS MAY PROVIDE A GENERAL**
581 **EXPLANATION OF THE PROVISIONS OF THE OFFER BUT ARE PROHIBITED BY LAW FROM GIVING ADVICE OR**
582 **OPINIONS CONCERNING YOUR LEGAL RIGHTS UNDER THIS OFFER OR HOW TITLE SHOULD BE TAKEN AT**
583 **CLOSING. AN ATTORNEY SHOULD BE CONSULTED IF LEGAL ADVICE IS NEEDED.**

584 **ENTIRE CONTRACT** This Offer, including any amendments to it, contains the entire agreement of the Buyer and Seller
585 regarding the transaction. All prior negotiations and discussions have been merged into this Offer. This agreement binds
586 and inures to the benefit of the Parties to this Offer and their successors in interest.

587 **NOTICE ABOUT SEX OFFENDER REGISTRY** You may obtain information about the sex offender registry and persons
588 registered with the registry by contacting the Wisconsin Department of Corrections on the Internet at <http://www.doc.wi.gov>
589 or by telephone at (608) 240-5830.

590 **FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT (FIRPTA)** Section 1445 of the Internal Revenue Code (IRC)
591 provides that a transferee (Buyer) of a United States real property interest must pay or withhold as a tax up to 15% of the
592 total "Amount Realized" in the sale if the transferor (Seller) is a "Foreign Person" and no exception from FIRPTA withholding
593 applies. A "Foreign Person" is a nonresident alien individual, foreign corporation, foreign partnership, foreign trust, or foreign

594 estate. The "Amount Realized" is the sum of the cash paid, the fair market value of other property transferred, and the
595 amount of any liability assumed by Buyer.

596 **CAUTION: Under this law if Seller is a Foreign Person, and Buyer does not pay or withhold the tax amount, Buyer**
597 **may be held directly liable by the U.S. Internal Revenue Service for the unpaid tax and a tax lien may be placed**
598 **upon the Property.**

599 Seller hereby represents that Seller is a non-Foreign Person, unless (1) Seller represents Seller is a Foreign Person in a
600 condition report incorporated in this Offer per lines 93-95, or (2) no later than 10 days after acceptance, Seller delivers
601 notice to Buyer that Seller is a Foreign Person, in which cases the provisions on lines 607-609 apply.

602 **IF SELLER IS A NON-FOREIGN PERSON.** Seller shall, no later than closing, execute and deliver to Buyer, or a qualified
603 substitute (attorney or title company as stated in IRC § 1445), a sworn certification under penalties of perjury of Seller's
604 non-foreign status in accordance with IRC § 1445. If Seller fails to timely deliver certification of Seller's non-foreign status,
605 Buyer shall: (1) withhold the amount required to be withheld pursuant to IRC § 1445; or, (2) declare Seller in default of this
606 Offer and proceed under lines 571-578.

607 **IF SELLER IS A FOREIGN PERSON.** If Seller has represented that Seller is a Foreign Person, Buyer shall withhold the
608 amount required to be withheld pursuant to IRC § 1445 at closing unless the Parties have amended this Offer regarding
609 amounts to be withheld, any withholding exemption to be applied, or other resolution of this provision.

610 **COMPLIANCE WITH FIRPTA.** Buyer and Seller shall complete, execute, and deliver, on or before closing, any instrument,
611 affidavit, or statement needed to comply with FIRPTA, including withholding forms. If withholding is required under IRC §
612 1445, and the net proceeds due Seller are not sufficient to satisfy the withholding required in this transaction, Seller shall
613 deliver to Buyer, at closing, the additional funds necessary to satisfy the applicable withholding requirement. Seller also
614 shall pay to Buyer an amount not to exceed \$1,000 for actual costs associated with the filing and administration of forms,
615 affidavits, and certificates necessary for FIRPTA withholding and any withholding agent fees.

616 **Any representations made by Seller with respect to FIRPTA shall survive the closing and delivery of the deed.**
617 Firms, Agents, and Title Companies are not responsible for determining FIRPTA status or whether any FIRPTA exemption
618 applies. The Parties are advised to consult with their respective independent legal counsel and tax advisors regarding
619 FIRPTA.

620 **ADDITIONAL PROVISIONS/CONTINGENCIES** The obligations of Buyer are and shall be contingent upon Seller likewise
621 accepting an offer submitted by an entity with common ownership to Buyer for certain assets and personal property likewise
622 owned by Sellers and utilized in connection with the operation of the glass business operated by Seller prior to Closing.
623 Likewise, obligations of Buyer are and shall be contingent upon Sellers accepting a second commercial offer to purchase for
624 real property with the commonly known address of 226211 Wood Duck Lane, Wausau, WI 54401, likewise owned by Sellers
625 and utilized in connection with the operation of the glass business operated by Sellers prior to closing.

626 _____
627 _____
628 Buyer's obligations hereunder are also contingent upon the contingencies contained in the Limited Asset Purchase Agreement
629 of even date hereof. Notwithstanding anything to the contrary in this Offer, Seller to pay all closing costs incurred or charged in
630 connection with the closing of the transaction contemplated herein.

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651 **TAX DEFERRED EXCHANGE** If this Property is purchased or sold to accomplish an IRC § 1031 Tax Deferred exchange
652 of like-kind property, both Parties agree to cooperate with any documentation necessary to complete the exchange. The
653 exchangor shall hold the cooperating party harmless from any and all claims, costs or liabilities that may be incurred as a
654 result of the exchange.

655 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Offer, delivery of documents and
656 written notices to a Party shall be effective only when accomplished by one of the authorized methods specified at lines
657 658-673.

658 **(1) Personal:** giving the document or written notice personally to the Party, or the Party's recipient for delivery if named at
659 660 or 661.

660 Name of Seller's recipient for delivery, if any: _____

661 Name of Buyer's recipient for delivery, if any: _____

662 **(2) Fax:** fax transmission of the document or written notice to the following number:

663 Seller: (_____) Buyer: (_____) _____

664 **(3) Commercial:** depositing the document or written notice, fees prepaid or charged to an account, with a
665 commercial delivery service, addressed either to the Party, or to the Party's recipient for delivery, for delivery to the Party's
666 address at line 669 or 670.

667 **(4) U.S. Mail:** depositing the document or written notice, postage prepaid, in the U.S. Mail, addressed either to the
668 Party, or to the Party's recipient for delivery, for delivery to the Party's address.

669 Address for Seller: _____

670 Address for Buyer: _____

671 **(5) Email:** electronically transmitting the document or written notice to the email address.

672 Email Address for Seller: davem@ribmountainglass.com

673 Email Address for Buyer: mike@wellcwi.com

674 **PERSONAL DELIVERY/ACTUAL RECEIPT** Personal delivery to, or Actual Receipt by, any named Buyer or Seller
675 constitutes personal delivery to, or Actual Receipt by, all Buyers or Sellers.

676 **ADDENDA:** The attached Addendum to Offer to Purchase and exhibits thereto _____ is/are made part of this Offer.

677 This Offer was drafted by [Licensee and Firm] Bates Legal Group, LLC

678 Buyer Entity Name (if any): RMG Holdings, LLC

679 (x) _____

680 Buyer's/Authorized Signature ▲ Print Name/Title Here ► Michael Peterson, Managing Member Date ▲ _____

681 (x) _____

682 Buyer's/Authorized Signature ▲ Print Name/Title Here ► _____ Date ▲ _____

683

684 **SELLER ACCEPTS THIS OFFER. THE WARRANTIES, REPRESENTATIONS AND COVENANTS MADE IN THIS**
685 **OFFER SURVIVE CLOSING AND THE CONVEYANCE OF THE PROPERTY. SELLER AGREES TO CONVEY THE**
686 **PROPERTY ON THE TERMS AND CONDITIONS AS SET FORTH HEREIN AND ACKNOWLEDGES RECEIPT OF A**
687 **COPY OF THIS OFFER.**

688 Seller Entity Name (if any): Rib Mountain Glass, Inc

689 (x) _____

690 Seller's/Authorized Signature ▲ Print Name/Title Here ► David Mohelnitzkym, President Date ▲ _____

691 (x) _____

692 Seller's/Authorized Signature ▲ Print Name/Title Here ► _____ Date ▲ _____

693 This Offer was presented to Seller by [Licensee and Firm] _____

694 _____ on _____ at _____ a.m./p.m.

695 This Offer is rejected _____ This Offer is countered [See attached counter] _____
696 Seller Initials ▲ Date ▲ Seller Initials ▲ Date ▲

Addendum to Offer to Purchase

WHEREAS RMG Holdings, LLC, its heirs and assigns ("Buyer") and Rib Mountain Glass, Inc. ("Seller") have entered into an accepted Offer to Purchase (hereinafter the "Offer") for, amongst other things, the sale of real property commonly known as 145 S 84th Avenue, Wausau, WI 54401 (hereinafter the "Property");

WHEREAS certain conditions, covenants and contingences to the Offer shall be accomplished through the execution by Buyer and Seller of this Addendum to Offer to Purchase (hereinafter the "Addendum"); and

THE PARTIES HERETO AGREE, upon good and valuable consideration, the receipt of which is hereby acknowledged, including but not limited to the mutual covenants and agreements contained herein, as follows:

1. Recitals. The above recitals are incorporated by reference, as if set forth in herein.
2. Definitions. All terms used without definition in this Addendum shall have the meaning assigned to them in the Loan Agreement. All terms used without definition in this Agreement or in the Offer shall have the meaning assigned to them in the Uniform Commercial Code.
3. Property Inspection. In the event Buyer determines a physical walk through or property inspection of the Property is necessary, it may do so at its own expense, and Seller shall permit entry and access to the Property accordingly. The Offer shall be contingent upon Buyer's approval of the physical condition of the Property and its building systems, and Buyer shall, in its sole discretion, void the Offer within 21 days of acceptance of said Offer in the event the condition of the Property and its building systems are unsatisfactory to Buyer.
4. Financing Contingency. Buyer's obligation under the Offer is contingent upon Buyer obtaining financing through the Small Business Administration ("SBA") in a manner and pursuant to repayment terms which Buyer, in Buyer's sole and absolute discretion, deem acceptable. Buyer shall, no later than five (5) days before the closing of the transaction contemplated in the Offer, have the right to terminate the Offer and Addendum, in its sole discretion.
5. Conflict Between Documents. To the extent any language contained herein is in conflict with the language contained in the Offer, either as originally accepted or as amended, the terms of this Addendum shall control.
6. Default. It shall not be considered a default or event of default by Buyer under the Offer should Buyer elect to terminate the Offer and Addendum as a result of Buyer exercising its right to do so under any contingency set forth in the Offer or Addendum.
7. Exhibits. The following Exhibits, attached hereto, are incorporated herein by reference as if otherwise set forth herein, and are otherwise described as follows:

- a. Exhibit A. Exhibit A contains the Legal Description of the Property, subject to revision by receipt and review of a final title commitment to be provided by Seller to Buyer pursuant to terms of the Offer.
8. Time of Essence. Time is of the essence for the performance of all obligations set forth in this Agreement.
9. Severability of Provisions. Each provision of this Addendum shall be severable from every other provision of this Addendum for the purpose of determining the legal enforceability of any specific provision.
10. Amendments in Writing, Integration. This Addendum can only be amended or terminated in writing, duly executed by all parties hereto. All prior agreements, understandings, representations, warranties, and negotiations between the parties hereto with respect to the subject matter of this Agreement, if any, are merged into this Addendum and the Offer.
11. Counterparts. This Addendum may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Addendum.
12. Survival. All covenants, representations and warranties made in this Addendum shall continue in full force and effect after the closing contemplated in the Offer and Addendum. The obligations of Seller to indemnify Buyer with respect to the expenses, damages, losses, costs and liabilities described herein shall survive until all applicable statute of limitations periods with respect to any such actions that may be brought against Buyer have run or otherwise expired.

BUYER:

RMG Holdings, LLC

By: Michael Peterson, Managing Member

SELLER:

RIB MOUNTAIN GLASS, INC.

By: David Mohelnitzkym, President

Exhibit "A"

Legal Description

Lot 1 of Certified Survey Map No. 9755 recorded in the office of the Register of Deeds for Marathon County, Wisconsin, on August 7, 1997 in Volume 39 of Certified Survey Maps, on Page 178, as Document No. 1109204; being a part of the Southeast 1/4 of the Southwest 1/4 of Section 25, Township 29 North, Range 6 East, in the City of Wausau, County of Marathon, State of Wisconsin.

For informational purposes only:

Property Address: 145 South 84th Avenue, Wausau, WI

Tax Key Number: 291-2906-253-0980

Document No.

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

Document Title

THIS TERMINATION AND DEED RESTRICTIONS FOR WAUSAU WEST BUSINESS AND INDUSTRIAL PARK (“Agreement”) is entered into this 9th day of August, 2023 by the CITY OF WAUSAU (“City”) and consented to by RMG Holdings, LLC, a Wisconsin limited liability company (“Owner”).

WHEREAS, City is the beneficiary of certain deed restrictions and a right of first refusal contained in that certain Warranty Deed dated April 7, 1999, recorded in the office of the Register of Deeds for Marathon County, Wisconsin as Document No. 1170026 (“Deed Restrictions”);

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

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

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

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

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

1. The City hereby terminates “Deed Restrictions.”
2. New Deed Restrictions. The Property shall be subject to the following deed restrictions in favor of the City from and after the date hereof (collectively, the “New Deed Restrictions”):
 1. CITY shall approve any sale or transfer of the property or improvements on the property to a tax-exempt entity, as evidenced by a resolution adopted by the CITY, authorizing such action. The CITY does not need to approve the sale or transfer to tax paying entities, so long as the use of the property complies with zoning ordinances.
 2. Any use of the property or buildings on the property and all improvements placed on the premises and any alterations done thereto shall fully comply with the CITY’s zoning ordinances, and any and all other laws, codes and regulations.
 3. No premises, or any part thereof, shall be leased, assigned, transferred or sublet, in whole or in part, without fully complying with the CITY’s zoning ordinances.

Recording Area

Name and Return Address

RMG Holdings, LLC
226211 Wood Duck Lane
Wausau WI 54401

PIN: 291-2906-253-0980

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

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

[Signatures on Next Page]

EXHIBIT A

PROPERTY LEGAL DESCRIPTION

Lot one (1) of Certified Survey Map No. 9755 recorded in the office of the Register of Deeds for Marathon County, Wisconsin, in Volume 39 of Certified Survey Maps on page 178; being a part of the Southeast quarter (SE1/4) of the Southwest quarter (SW1/4) of Section twenty-five (25), Township twenty-nine (29) North, Range six (6) East, in the City of Wausau, Marathon County, Wisconsin; subject to easements of record.

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

RESOLUTION OF THE ECONOMIC DEVELOPMENT COMMITTEE

Approving Appointment of Tiffany Rodriguez-Lee as the next Poet Laureate of the City

Committee Action: Approved 5-0

Fiscal Impact: \$400

File Number: 20-1011

Date Introduced: August 8, 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: Promotion budget</i>
	<i>One-time Costs:</i>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<i>Amount:</i>
	<i>Recurring Costs:</i>	Yes <input checked="" 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, in 2018, the City created the Wausau Arts Commission (“Commission”) by ordinance 2.60.280 to advise the Council on the planning, programming, procurement, installation, operations and maintenance of public visual art projects and artworks; and

WHEREAS, the commission is staffed by the Department of Planning and Community and Economic Development and shall assist and work with the Economic Development Committee, as well as the committees of the Common Council, as needed; and

WHEREAS, Council approved a resolution on October 13, 2020, File No. 20-1011, establishing the Wausau Poet Laureate Program to be administered by the Wausau Arts Commission and which provided for the acceptance or rejection of nominations for Poet Laureate to be recommended to Council, through the Economic Development Committee; and

WHEREAS, a Request for Proposals was released on June 5, 2023, seeking applicants as qualified artists to provide literary art services for the Wausau Poet Laureate Program, with submissions due July 17, 2023; and

WHEREAS, a jury of experts approved by the Arts Commission recommended Tiffany Rodriguez-Lee to receive this honor; and

WHEREAS, your Economic Development Committee, at their August 1, 2023 meeting, recommended Tiffany Rodriguez-Lee as the Poet Laureate; and

WHEREAS, the poet laureate will serve a term of two years from appointment; they will share four (4) poems per year with the community in an official capacity and participate in the Central Wisconsin Book Festival in the Fall of each year; and for their term of service, they shall receive \$200 per year, for a total each of \$400.

NOW, THEREFORE, BE IT RESOLVED that Tiffany Rodriguez-Lee is hereby designated the City's honorary City Poet Laureate for the term of two years, with a total stipend of \$400 for her representation of the City and the literary arts through activities related to poetry and the spoken word, presented at selected City events.

Approved:

Katie Rosenberg, Mayor

MINUTES

Economic Development Committee Meeting

Date / Time: Wednesday, August 1, 2023, at 5:15 P.M. | *Meeting called to order by* Watson at 5:15 P.M.

In Attendance

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

Others Present: Kody Hart, Liz Brodek, Randy Fifrick, Atty. Jacobson, Mayor Katie Rosenberg, Chuck Ghidorzi (WOZ), Nick Patterson (T Wall), Alder Doug Diny, Alder Michael Martens

In accordance with Chapter 19, Wisc. Statutes, notice of this meeting was posted and sent to the Daily Herald in the proper manner.

Agenda Item 5 –Discussion and possible action approving Wausau Poet Laureate (Brodek)

Brodek presented item and noted everything is outlined in the packet.

Henke asked if this was a replacement of the previous Poet Laureate. Brodek responded saying it's a two-year appointment and the current poet laureate's term is expiring this fall. Henke then asked if the current Poet Laureate came through the Economic Development Committee. Brodek responded that because it went through the Arts Commission, which is a subcommittee, so the official decision needs to be made through a standing committee which is the ED Committee for the Arts Commission.

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

DRAFT



STAFF REPORT

To: Economic Development Committee
Prepared By: Brad Lenz, AICP - City Planner
Date: July 26, 2023

Wausau Poet Laureate 2023-2025

The two-year term of Wausau's current Poet Laureate, Dawn Anderson, is expiring this Fall. The Arts Commission, in April, recommended using the same sub-committee/jury that was used for the first selection. The jury consists of four members, all who have expertise in creative writing, either teaching at the college level or having served as Poet Laureate for other jurisdictions. The jury helped update and distribute the Request for Proposals (RFP) which was open from June 5th to July 17th.

The jury reviewed the materials submitted by the applicants and met via videoconference on July 20th to form a recommendation on the next Poet Laureate. The jury recommends Tiffany Rodriguez-Lee as the next Poet Laureate.

The recommendation is scheduled to be acted on by the Common Council at their meeting on August 8th. The official transition from the current to the new Poet Laureate is expected to take place at the Central Wisconsin Book Festival at the end of September.

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

RESOLUTION OF THE FINANCE COMMITTEE

Approving State/Municipal Agreement for Wausau LED Streetlight Conversion

Committee Action: Approved 3-0

Fiscal Impact: This is a cost share for which the City is responsible for 28% of the participating construction with 72% federal funding. The total estimated cost is \$202,036 with the City's estimated costs to be \$56,570.

File Number: 23-0818

Date Introduced: August 8, 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: ARPA Funding</i>
	<i>One-time Costs:</i>	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	<i>Amount: \$56,570</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 type="checkbox"/>	<i>Amount:</i>
	<i>Grant Financed:</i>	Yes <input checked="" 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 currently has cobra overhead streetlights, which are 250 Watt (W) High Pressure Sodium (HPS) bulbs; and

WHEREAS, the City of Wausau is working to convert all HPS lights to Light Emitting Diode (LED) lights; and

WHEREAS, over the past 4 years, the City has converted all lighting in the parking ramps to LED and has been working towards converting all streetlighting to LED; and

WHEREAS, the City is proposing to convert current cobra overhead streetlights from 250W HPS to 106W LED with nodes for dimming/control; and

WHEREAS, the proposed project will convert fixtures from HPS to LED resulting in immediate energy reduction and operational cost savings, and the nodes will help control the streetlights further reducing energy needs; and

WHEREAS, the Wisconsin Legislature's Joint Finance Committee approved a resolution related to the carbon reduction program portion of the Department of Transportation's plan to appropriate federal aid; and

WHEREAS, a State/Municipal agreement between the City and Wisconsin Department of Transportation must be executed; and

WHEREAS, per the agreement, the City of Wausau has a responsibility to finance 28 percent of participating construction, which is estimated at a total of \$202,036; and

WHEREAS, per the agreement, the City of Wausau would be 100 percent responsible for any non-participating construction costs; and

WHEREAS, the Finance Committee met on July 25, 2023 to review this State/Municipal agreement which details the responsibilities of both the State and Municipality for this project and recommends approval; now therefore

BE IT RESOLVED by the Common Council of the City of Wausau that the appropriate City officials are hereby authorized and directed to execute the attached State/Municipal agreement for the work related to LED Streetlight Conversion.

Approved:

Katie Rosenberg, Mayor

FINANCE COMMITTEE

Date and Time: Tuesday, July 25, 2023 @ 5:30 p.m., Council Chambers

Members Present: Michael Martens, Carol Lukens, and Doug Diny

Members Excused/Absent: Sarah Watson, and Lisa Rasmussen

Others Present: Maryanne Groat, Ben Bliven, Matt Barnes, Melinda Pauls, Todd Baeten, Robert Barteck, Eric Lindman, Dustin Kraege, Liz Brodek, Randy Fifrick, Kaitlyn Bernarde, Kody Hart

Discussion and possible action approving a State Municipal Agreement (SMA) for funding from the DOT through the Carbon Reduction Program (CRP)

Eric Lindman, Director of Public Works & Utilities, explained the terms of the agreements in securing funding for LED lighting and remote controlling on city roads. ARPA funding was alrighly allocated for this LED lighting and remote controlling, this would reimburse that cost.

Motion by Lukens, seconded by Diny, to approve. Motion carried 3-0.



Division of Transportation
System Development
North Central Region
510 North Hanson Lake Road
Rhineland WI 54501

Tony Evers, Governor
Craig Thompson, Secretary
Internet: www.dot.wisconsin.gov

Telephone: (715) 365.3490
Facsimile (FAX): (715) 365.5780

E-mail: ncr.dtsd@dot.wi.gov

July 12, 2023

Eric Lindman
Director of Public Works & Utilities
City of Wausau
407 Grant Street
Wausau, WI 54403

Mr. Lindman,

Enclosed for signature is the project agreement for the following project that has approved funds in the BIL SFY 2023 Program.

Project ID: 6999-18-84
Wausau LED Streetlight Conversion
Various Street Locations
Marathon County

Please sign and return one (1) copy of the agreement. Electronic signatures are acceptable. Return the copy of the agreement by mail or email to the Department with signatures prior to **Friday, August 11, 2023**, at this address:

North Central Region
Attn: Jordan Kelbley or jordan.kelbley@dot.wi.gov
1681 2nd Avenue South
Wisconsin Rapids, WI 54495

Note the cost ratios for each project phase and any federal/state funding limits which may exist. The Municipality is responsible for the entire cost for non-participating items as well as any costs which exceed the funding limits, if applicable.

An agreement is not considered fully approved unless it has been approved by both the Municipality and the State, and it is not considered fully executed unless a fully approved copy has been returned to the Municipality.

The Municipality and its consultants (or any other parties hired by the Municipality) **MUST NOT** begin work on a federal-state – funded project phase until the State has provided notice of project authorization. Any such work would be ineligible for federal/state funding. Authorization will coincide with the currently scheduled year that is stated in the agreement.

If you have any questions regarding the agreement or need an extension to the submittal date, please call me at (715) 421-8041 or email jordan.kelbley@dot.wi.gov.

Sincerely,

Jordan Kelbley

Jordan Kelbley, PE
Planning Supervisor – NC Region



**STATE/MUNICIPAL AGREEMENT
FOR A CARBON REDUCTION
PROGRAM PROJECT**

**Program Name: Carbon Reduction
Program (CRP)
Sub-program #: 206
Cycle: FFY23**

Date: **July 12, 2023**

I.D.: **6999-18-84**

WisDOT UEI#: **CBE4JHP1S8H7**

Project Sponsor UEI#: **TBD**

Project Title: **Wausau LED Streetlight Conversion**

Location/Limits: **Various Street Locations**

Project Length: **N/A**

Project Sponsor: **City of Wausau**

County: **Marathon County**

The signatory, the **City of Wausau**, hereinafter called the Project Sponsor, through its undersigned duly authorized officers or officials, hereby requests the State of Wisconsin Department of Transportation, hereinafter called the State, to initiate and effect the transportation project hereinafter described.

Authority for the State to enter into this agreement is 23 U.S.C. 175(c), 23 USC, Section 503(c)(4)(E), and implementing federal requirements in the Code of Federal Regulations to the extent authorized by the Resolution approved on February 15, 2023 by the Wisconsin Legislature's Joint Finance Committee related to the carbon reduction program portion of the Department of Transportation's plan to appropriate federal aid.

Authority for the Project Sponsor to enter into this State/Municipal Agreement with the State is provided by s. 66.0301(2), Wis. Stats.

NEEDS AND ESTIMATE SUMMARY:

All components of the project must be defined in the environmental document if any portion of the project will be submitted for approval in a federally funded program. The Municipality agrees to complete all participating and any non-participating work included in this improvement consistent with the environmental document. No work on final engineering and design may occur prior to approval of the environmental document.

Existing Roadway/Equipment - Describe and give reason for request: The City of Wausau currently has cobra overhead streetlights. The street lights are 250 Watt (W) High Pressure Sodium (HPS) bulbs. The City is working to convert all HPS lights to Light Emitting Diode (LED) lights. Over the past 4-years the city converted all lighting in the parking ramps to LED and has been working towards converting all street lighting to LED.

Proposed Improvement - Nature of work: The City of Wausau is proposing to convert current cobra overhead streetlights from 250W HPS to 106W LED with Roam Nodes for dimming/control. This project will convert fixtures from HPS to LED resulting in immediate energy reduction and operational cost savings. The nodes will help control the street lights further reducing energy needs. The nodes are controlled by computer equipment also to be purchased using Carbon Reduction Funding.

The Project Sponsor agrees to the following project funding conditions:

All Project Sponsors and processes, including environmental documentation, must comply with *A Sponsor’s Guide to Non-Traditional Transportation Project Implementation* (Sponsor’s Guide) and the current WisDOT Facilities Development Manual (FDM).

The subject project is funded with 72% federal funding up to a maximum of **\$145,466** for all federally-funded project phases when the Project Sponsor agrees to provide the remaining 28% and any funds in excess of the federal funding maximum, in accordance with CRP guidelines. Non-participating costs are 100% the responsibility of the Project Sponsor. Any work performed by the Project Sponsor prior to federal authorization is not eligible for federal funding. The Project Sponsor will be notified by the State when each project phase or ID is authorized and available for charging.

This project is currently scheduled in State Fiscal Year **2024**. Sunset Date: **June 30, 2029**

Sunset Date is determined based on the date a project is scheduled to be authorized. All projects must be completed by **06/30/2029**.

In the summary funding table below, the federal share of the total estimated cost distribution indicates the maximum amount of federal funding available to the project. The final Project Sponsor share is dependent on the final federal participation, and the actual costs will be used in the final division of costs for billing and reimbursement.

SUMMARY OF COSTS					
	Total Est. Cost	Federal Funds	%	Project Sponsor Funds	%
ID 6999-18-84 Construction					
Participating Construction	\$202,036	\$145,466	72%	\$56,570	28%
Non-Participating Construction	\$0	\$ 0	0%	\$0	100%
<i>Project Total</i>	<i>\$202,036</i>	<i>\$145,466</i>		<i>\$56,570</i>	
Total Est. Cost Distribution	\$202,036	\$145,466	MAX	\$56,570	BAL.

*This project has a CRP federal funding maximum of **\$145,466**. This maximum is cumulative for all federally funded project phases. Review costs are administered and paid for by WisDOT. The Project Sponsor will be billed for any required local match and for costs beyond the cumulative federal or state funding.

This request is subject to the terms and conditions that follow (pages 3–9) and is made by the undersigned under proper authority to make such request for the designated Project Sponsor and upon signature by the State shall constitute agreement between the Project Sponsor and the State. No term or provision of neither this State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing duly executed by both parties to this State/Municipal Agreement.

Signed for and in behalf of: City of Wausau	
Name (print)	Title
Signature	Date
Signed for and in behalf of the State	
Name (print)	Title
Signature	Date

GENERAL TERMS AND CONDITIONS:

1. All projects must be in an approved Transportation Improvement Program (TIP) or State Transportation Improvement Program (STIP) prior to requesting authorization.
2. Work prior to federal authorization is ineligible for federal funding. The Project Sponsor will be notified by the State when each project phase or ID is authorized and available for charging.
3. The initiation and accomplishment of the project will be subject to the applicable federal and state regulations, as referenced in the document *A Sponsor’s Guide to Non-Traditional Project Implementation*. The Project Sponsor, throughout the entire project, commits to comply with and promote all applicable federal and state laws and regulations that include, but are not limited to, the following:
 - a. Environmental requirements, including but not limited to those set forth in 23 U.S.C. 139 and the National Environmental Policy Act (42 U.S.C. 4321 et seq.).
 - b. Equal protection guaranteed under the U.S. Constitution, WI Constitution, Title VI of the Civil Rights Act and Wis. Stat. Sec. 16.765. The Project Sponsor agrees to comply with and promote applicable Federal and State laws, Executive Orders, regulations, and implementing requirements intended to provide for the fair and equitable treatment of individuals and the fair and equitable delivery of services to the public. In addition, the Project Sponsor agrees not to engage in any illegal discrimination in violation of applicable Federal or State laws and regulations. This includes but is not limited to Title VI of the Civil Rights Act of 1964 which provides that “no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.” The Project Sponsor agrees that public funds, which are collected in a nondiscriminatory manner, should not be used in ways that subsidize, promote, or perpetuate illegal discrimination based on prohibited factors such as race, color, national origin, sex, age, physical or mental disability, sexual orientation, or retaliation.
 - c. Federal and state legal requirements that govern the CRP Program, including but not limited to [23 USC, Section 175](#) to the extent authorized by the Resolution approved on February 15, 2023, by the Wisconsin Legislature’s Joint Finance Committee related to the carbon reduction program portion of the Department of Transportation’s plan to appropriate federal aid.

4. Additional applicable state and federal requirements may include, but are not limited to, the following:
 - a. Buy America Provision and its equivalent state statutes, set forth in 23 U.S.C. 313 and Wis. Stat. Sec. 16.754.
 - b. Competitive bidding requirements set forth in 23 U.S.C. 112 and Wis. Stat. Sec. 84.06.

STATE RESPONSIBILITIES AND REQUIREMENTS:

5. Funding for the project is subject to inclusion in Wisconsin's approved Carbon Reduction Program. Federal funding will be limited to participation in the costs of the following items, as applicable to the project:
 - a. The grading, base, pavement, curb and gutter, sidewalk, and replacement of disturbed driveways in kind. (ROW projects to improve traffic flow may not allow for the construction of new capacity).
 - b. Construction engineering incident to inspection and supervision of actual construction work (except for inspection, and staking)
 - c. Signing and pavement marking, including marking of detour routes. Detour routes and haul roads are not eligible on local projects.
 - d. New installations or alteration of street lighting, traffic signals or traffic control devices, and advanced transportation technologies.
 - e. State Review Services.
6. Project items purchased with federal funding are for the primary use of the CRP project.
7. State Disbursements:
 - a. Payment by the State to the Project Sponsor shall be made on a regular basis upon presentation of Reimbursement Requests for expenditures incurred during prior periods of the project duration subject to the allowable maximum payment. Exceptions to this schedule will be made as appropriate. In general, State reimbursements will be made after sufficient proof of payment is sent to the state.
 - b. A final adjustment of state payments will be made upon completion of the State's audit of the project. If the State's audit establishes that the State paid more than its share of the eligible project costs, the Project Sponsor shall refund to the State upon demand a sum equal to the overpayment.

PROJECT SPONSOR RESPONSIBILITIES AND REQUIREMENTS:

8. Work necessary to complete the CRP project to be financed entirely by the Project Sponsor or other utility or facility owner includes the items listed below, when applicable to the project.
 - a. New installations of or alteration of sanitary sewers and connections, water, gas, electric, telephone, telegraph, fire or police alarm facilities, parking meters, and similar utilities. (ROW projects to improve traffic flow may not allow for the construction of new capacity)
 - b. Damages to abutting property after project completion due to change in street or sidewalk widths, grades or drainage.
 - c. Detour routes and haul roads. The Project Sponsor is responsible for determining the detour route.
 - d. Conditioning, if required and maintenance of detour routes.
 - e. Repair of damages to roads or streets caused by reason of their use in hauling materials incident to the improvement.
 - f. All work related to underground storage tanks and contaminated soils.

- g. Street and bridge width in excess of standards, in accordance with the current WisDOT Facilities Development Manual (FDM).
 - h. Preliminary Engineering.
9. The work eligible for Federal participation will be administered by the Project Sponsor. The Project Sponsor is an eligible recipient of these grant funds pursuant to 23 U.S.C. [Section 175](#) to the extent authorized by the Resolution approved on February 15, 2023 by the Wisconsin Legislature's Joint Finance Committee related to the carbon reduction program portion of the Department of Transportation's plan to appropriate federal aid.
 10. Where applicable, all contracts will be let by competitive bid and awarded to the lowest responsible bidder in accordance with the requirements set forth in 23 U.S.C. 112 and Wis. Stat. Sec. 84.06. Where applicable, all contracts for design related services shall be awarded and administered in accordance with the requirements of 23 CFR Part 172 and procedures published in the Wisconsin Department of Transportation Facilities Development Manual (FDM), Chapter 8, Consulting Services.
 11. The improvement will be completed in conformance with the e standards in this agreement unless an exception to standards is granted by the State in writing prior to construction. The entire cost of the construction project, not constructed to standards, will be the responsibility of the Project Sponsor unless such exception is granted.
 12. Work to be performed by the Project Sponsor without Federal funding participation, necessary to ensure a complete improvement acceptable to the Federal Highway Administration and/or the State may be done in a manner at the election of the Project Sponsor but must be coordinated with all other work undertaken during construction.
 13. The Project Sponsor is responsible for financing administrative expenses related to Project Sponsor responsibilities.
 14. The Project Sponsor will not proceed with any State/Municipal Agreement revisions without first receiving prior approval from the State. A change order must be executed for revisions to the State/Municipal Agreement prior to the Project Sponsor's request for reimbursement for the revisions.
 15. If reviews or audits show any of the work to be ineligible for Federal funding, the Project Sponsor will be responsible for any withdrawn costs associated with the ineligible work.
 16. If the Project Sponsor should withdraw the project, it will reimburse the State for any costs incurred by the State on behalf of the project upon demand.
 17. The Project Sponsor will assume all responsibility for retaining a complete project file that includes not only construction documentation but also copies of letting documents, all Local and State submittals and approvals contained in these instructions, and other pertinent documents to support project procurement, development, implementation and cost and any other item required by 49 CFR part 18 and submitting such information, upon request, in order to receive reimbursement. The Project Sponsor will keep all project records and have them available for inspection by representatives of the Federal Government and the State and will furnish copies thereof when requested.
 18. Federal Single Audits of the Project Sponsor: The Project Sponsor shall allow the State and its auditors to have access to the Project Sponsor's records and financial statements as necessary for the State, per 2 CFR 200.331(a).
 19. In connection with the performance of work under this State/Municipal Agreement, the Project Sponsor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in S. 51.01(5), Wis. Stats., sexual orientation or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or

other forms of compensation, and selection for training, including apprenticeship. Except with respect to sexual orientation, the Project Sponsor further agrees to take affirmative action to ensure equal employment opportunities. The Project Sponsor agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the employment officer setting forth the provisions of the nondiscrimination clause.

20. The Project Sponsor will include in all contracts executed by them a provision obligating the contractor not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01 (5), Wis. Stats., sexual orientation as defined in s. 111.32 (13m), Wis. Stats. or national origin.

21. When applicable to the project, the Project Sponsor will at its own cost and expense:

- a. Maintain all portions of the project that lie within its jurisdiction (to include, but not limited to, cleaning storm sewers, removing debris from sumps or inlets, and regular maintenance of the catch basins, curb and gutter, parking lanes, bicycle lanes, trails, and other facilities, sidewalks and other pedestrian facilities, and other project infrastructure) for such maintenance through statutory requirements in a manner satisfactory to the State, and will make ample provision for such maintenance each year.
- b. Regulate [or prohibit] parking at all times in the vicinity of the proposed improvements during their construction.
- c. Regulate [or prohibit] all parking at locations where and when the pavement area usually occupied by parked vehicles will be needed to carry active traffic in the street.
- d. Assume general responsibility for all public information and public relations for the project and to make fitting announcement to the press and such outlets as would generally alert the affected property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around the projects.
- e. Provide relocation orders and real estate plats and easements, as required by the project.
- f. Use the *WisDOT Utility Accommodation Policy* unless it adopts a policy, which has equal or more restrictive controls.
- g. Provide maintenance and energy for lighting.
- h. Provide proper care and maintenance of all landscaping elements of the project including replacement of any plant materials damaged by disease, drought, vandalism, or other cause.

22. It is further agreed by the Project Sponsor that:

- a. The Project Sponsor assumes full responsibility for the design, installation, testing and operation of any sanitary sewer and water main infrastructure within the improvement project and relieves the State and all of its employees from liability for all suits, actions, or claims resulting from the sanitary sewer and water main construction under this State/Municipal Agreement. (ROW Projects must not include construction of new capacity)
- b. The Project Sponsor assumes full responsibility for the plans and special provisions provided by their designer, or anyone hired, contracted or otherwise engaged by the Project Sponsor. The Project Sponsor is responsible for any expense or cost resulting from any error or omission in such plans or special provisions. The Project Sponsor will reimburse the State if the State incurs any cost or expense in order to correct or otherwise remedy such error or omission or consequences of such error or omission.
- c. The Project Sponsor will be 100% responsible for all costs associated with utility issues involving the Contractor, including costs related to utility delays.

- d. All signs and traffic control devices and other protective structures erected on or in connection with the project including such of these as are installed at the sole cost and expense of the Project Sponsor or by others, will be in conformity with such "Manual on Uniform Traffic Control Devices" as may be adopted by the American Association of State Highway and Transportation Officials, approved by the State, and concurred in by the Federal Highway Administration.

23. The subject **project must be completed by the project sunset date, listed on page 2** of this State/Municipal Agreement, and the Project Sponsor must submit a project completion certificate to WisDOT central office on or before this date. WisDOT may consider a written request to extend the sunset deadline from the Project Sponsor and may approve such a request in the presence of extenuating circumstances. The written request shall explain the reasons for project implementation delay and revised timeline for project completion.

LEGAL RELATIONSHIPS:

24. Responsibility for Damage and Tort Claims: The Project Sponsor and the Project Sponsor's surety shall indemnify and save harmless the State, its officers and employees, from all suits, actions or claims of any character brought because of any injuries or damages received or sustained by any person, persons or property on account of the operations of the Project Sponsor; or on account of or in consequence of any neglect in safeguarding the work; or because of any act or omission, neglect or misconduct of the Project Sponsor; or because of any claims or amounts recovered for any infringement by the Project Sponsor of patent, trademark or copyright; or from any claims or amounts arising or recovered under the Worker's Compensation Act, relating to the Project Sponsor's employees; or any other law, ordinance, order or decree relating to the Project Sponsor's operations. So much of the money due the Project Sponsor under and by virtue of the contract as shall be considered necessary by the State for such purposes, may be retained for the use of the State; or, in case no money or insufficient money is retained, the Project Sponsor's surety may be held until such suit or suits, action or actions, claim or claims for injuries or damages as aforesaid shall have been settled and suitable evidence to that effect furnished to the State; except that money due the Project Sponsor will not be withheld when the Project Sponsor produces satisfactory evidence that the Project Sponsor is adequately protected by public liability and property damage insurance. The Project Sponsor also shall comply with all of the above requirements indemnifying and saving harmless the county, town, or municipality in which the improvement is made and each of them separately or jointly and officers and employees.

The State shall not be liable to the Project Sponsor for damages or delays resulting from work by third parties. The State also shall be exempt from liability to the Project Sponsor for damages or delays resulting from injunctions or other restraining orders obtained by third parties except where the damage or delay is a direct result of an injunction or restraining order obtained by a citizen's action alleging violations of 42 U.S.C. 4331 - 4332, 23 U.S.C. 138 or Public Law 91-646.

It shall be the Project Sponsor's responsibility to see that all of the contract operations incident to the completion of the contract are covered by public liability and property damage liability insurance so the general public or any representative of the contracting authority may have recourse against a responsible party for injuries or damages sustained as a result of the contract operations. This requirement shall apply with equal force, whether the work is performed by the Project Sponsor, by a subcontractor or by anyone directly or indirectly employed by either of them.

It is the express intent of this provision that a Project Sponsor that is a county, town or municipality may and should contractually pass on this entire Responsibility for Damage and Tort Claims provision to any public and private entities with which it may subcontract any of the work covered by this State/Municipal Agreement.

- a. The word, "surety" in the above paragraphs refers to the issuer of a payment and performance bond under Wis. Stat. Sec. 779.14.
- b. Nothing in this section should be construed as a waiver of any statutory defenses that may be available to any governmental party.

25. The Project Sponsor, also known as the primary participant, as that term is defined in 49 CFR Part 29, certifies to the best of its knowledge and belief, that it and its principals, as that term is defined in 49 CFR Part 29:
- a. Are not currently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any State of Wisconsin or Federal department or agency;
 - b. Have not, within a three-year period preceding this State/Municipal Agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not currently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated above;
 - d. Have not within a three-year period preceding this State/Municipal Agreement had one or more public transactions (Federal, State or Local) terminated for cause or default; and
 - e. That all grantees, contractors, and suppliers, including what is also known as lower tier participants as that term is used in 49 CFR Part 29 and the Appendix to Part 29 -- Covered Transactions, have certified in writing that neither they or their principals are currently debarred, suspended, proposed for debarment or suspension, have been declared ineligible, or have voluntarily been excluded from participating in this or any other Federal, State or Local transaction by any Federal, State or Local department, agency or official.
26. *Contract Modification:* This State/Municipal Agreement can only be modified by written instruments duly executed by both parties. No term or provision of neither this State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally.
27. *Binding Effects:* All terms of this State/Municipal Agreement shall be binding upon and inure to the benefits of the legal representatives, successors and executors. No rights under this State/Municipal Agreement may be transferred to a third party. This State/Municipal Agreement creates no third- party beneficiary rights to be held by any person or entity who is not a party to this State/Municipal Agreement. Nor does it accord on any non-party the right of enforcement.
28. *Choice of Law and Forum:* This State/Municipal Agreement shall be interpreted and enforced in accordance with the laws of the State of Wisconsin. The Parties hereby expressly agree that the terms contained herein and in any deed executed pursuant to this State/Municipal Agreement are enforceable by an action in the Circuit Court of Dane County, Wisconsin.
29. Nothing in this State/Municipal Agreement shall be construed as a waiver of the State's sovereign immunity.

PROJECT FUNDING CONDITIONS

30. *Non-Appropriation of Fund:* With respect to any payment required to be made by the Department under this State/Municipal Agreement, the parties acknowledge the Department's authority to make such payment is contingent upon appropriation of funds and required legislative approval sufficient for such purpose by the Legislature. If such funds are not so appropriated, either the Project Sponsor or the Department may terminate this State/Municipal Agreement after providing written notice not less than thirty (30) days before termination.
31. *Maintenance of Records:* During the term of performance of this State/Municipal Agreement, and for a period not less than three years from the date of final payment to the Project Sponsor, records and accounts pertaining to the performance of this State/Municipal Agreement are to be kept available for inspection and audit by representatives of the Department. The Department reserves the right to audit and inspect such

records and accounts at any time. The Project Sponsor shall provide appropriate accommodations for such audit and inspection.

In the event that any litigation, claim or audit is initiated prior to the expiration of said records maintenance period, the records shall be retained until such litigation, claim or audit involving the records is complete.

Records pertaining to the performance of the State/Municipal Agreement are subject to disclosure pursuant to Wis. Stats. Sec. 19.31 et seq. and shall be preserved by the Project Sponsor.

32. The Project Sponsor agrees to the following Federal Fiscal Year 2023 CRP project funding conditions:

a. ID 6999-18-84 Construction:

i. Costs for Purchase of LED Fixtures are funded with 72% federal funding up to a **\$145,466** funding limit when the Project Sponsor agrees to provide the remaining 28% and any funds in excess of the **\$145,466** federal funding limit. These costs are subject to the cumulative project federal funding cap.

ii. Non-participating costs for installation are funded 100% by the Project Sponsor.

b. The maximum participation of federal funding will be limited to 72% of the actual eligible project cost or the total cost distribution of CRP program funds shown on page 2 of this agreement, whichever is less. The project federal funding maximum of **\$145,466** is cumulative for all federal funded project phases.

[End of Document]

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

RESOLUTION OF THE PLAN COMMISSION

Approving Final Plat for the Stettin Acres (Town of Stettin, 145100-145900 Stettin Drive).

Committee Action: Approved 6-0

Fiscal Impact: None.

File Number: 23-0804

Date Introduced: August 8, 2023

WHEREAS, on July 18, 2023, the Plan Commission considered a request to approve the final plat for Stettin Acres; and

WHEREAS, Title 21 of the Wausau Municipal Code gives the City the ability to review plats in unincorporated areas of Marathon County within three miles of the city; and

WHEREAS, the subdivision will lie outside of the corporate boundaries of the city of Wausau; and

WHEREAS, the lots, as divided, conform to the minimum standards of the zoning code; and

WHEREAS, the subdivision will not have impacts to City infrastructure or facilities; now therefore

BE IT RESOLVED that the Common Council of the City of Wausau hereby approves the final plat for Stettin Acres;

Approved:

Katie Rosenberg, Mayor

PLAN COMMISSION

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

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

Others Present: Brad Lenz, William Hebert, Andrew Lynch, Tara Alfonso, Lisa Riggle

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.

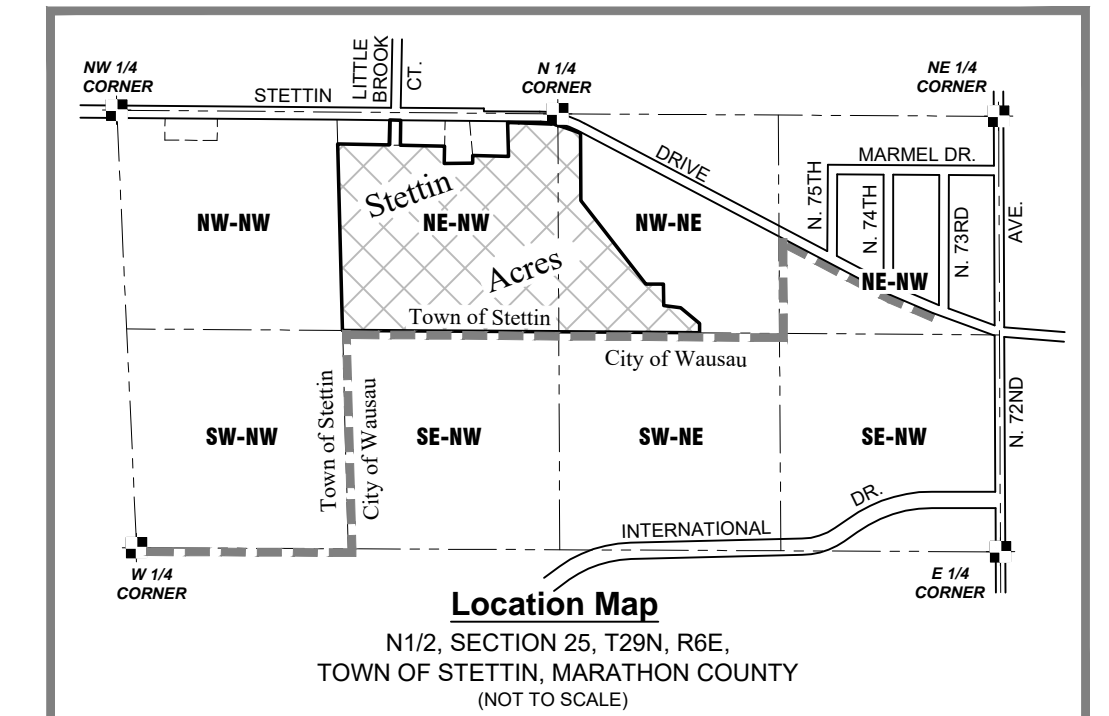
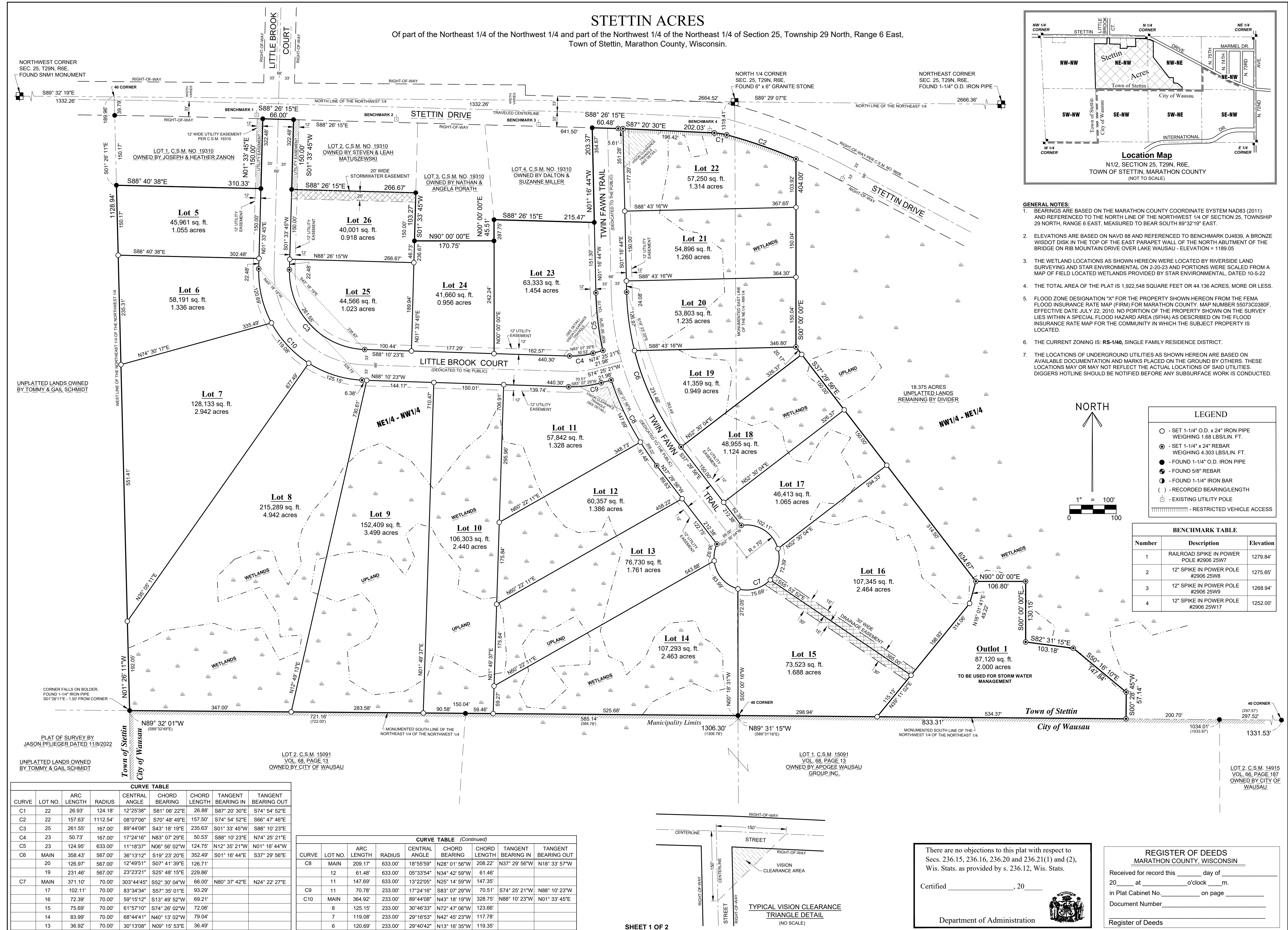
Discussion and possible action on approving the Final Plat for Stettin Acres (Town of Stettin, 145100-145900 Stettin Drive).

Lenz said that the final plat is included in the packet. This final plat is basically the same as the preliminary plat, that was approved in May. This is the second step in the process. The lots and roadways conform to the city code. He noted that this is extraterritorial and not within the city.

Brueggeman motioned to approve the final plat for Stettin Acres (Town of Stettin, 145100-145900 Stettin Drive. Watson seconded, and the motion carried unanimously 6-0.

STETTIN ACRES

Of part of the Northeast 1/4 of the Northwest 1/4 and part of the Northwest 1/4 of the Northeast 1/4 of Section 25, Township 29 North, Range 6 East, Town of Stettin, Marathon County, Wisconsin.



- GENERAL NOTES:**
- BEARINGS ARE BASED ON THE MARATHON COUNTY COORDINATE SYSTEM NAD83 (2011) AND REFERENCED TO THE NORTH LINE OF THE NORTHWEST 1/4 OF SECTION 25, TOWNSHIP 29 NORTH, RANGE 6 EAST, MEASURED TO BEAR SOUTH 89°32'19" EAST.
 - ELEVATIONS ARE BASED ON NAVD 88 AND REFERENCED TO BENCHMARK DJ4839, A BRONZE WISDOT DISK IN THE TOP OF THE EAST PARAPET WALL OF THE NORTH ABUTMENT OF THE BRIDGE ON RIB MOUNTAIN DRIVE OVER LAKE WAUSAU - ELEVATION = 1189.05
 - THE WETLAND LOCATIONS AS SHOWN HEREON WERE LOCATED BY RIVERSIDE LAND SURVEYING AND STAR ENVIRONMENTAL ON 2-20-23 AND PORTIONS WERE SCALED FROM A MAP OF FIELD LOCATED WETLANDS PROVIDED BY STAR ENVIRONMENTAL, DATED 10-5-22
 - THE TOTAL AREA OF THE PLAT IS 1,922,548 SQUARE FEET OR 44.136 ACRES, MORE OR LESS.
 - FLOOD ZONE DESIGNATION "X" FOR THE PROPERTY SHOWN HEREON FROM THE FEMA FLOOD INSURANCE RATE MAP (FIRM) FOR MARATHON COUNTY, MAP NUMBER 55073C0380F, EFFECTIVE DATE JULY 22, 2010. NO PORTION OF THE PROPERTY SHOWN ON THE SURVEY LIES WITHIN A SPECIAL FLOOD HAZARD AREA (SFHA) AS DESCRIBED ON THE FLOOD INSURANCE RATE MAP FOR THE COMMUNITY IN WHICH THE SUBJECT PROPERTY IS LOCATED.
 - THE CURRENT ZONING IS: RS-1/40, SINGLE FAMILY RESIDENCE DISTRICT.
 - THE LOCATIONS OF UNDERGROUND UTILITIES AS SHOWN HEREON ARE BASED ON AVAILABLE DOCUMENTATION AND MARKS PLACED ON THE GROUND BY OTHERS. THESE LOCATIONS MAY OR MAY NOT REFLECT THE ACTUAL LOCATIONS OF SAID UTILITIES. DIGGERS HOTLINE SHOULD BE NOTIFIED BEFORE ANY SUBSURFACE WORK IS CONDUCTED.

LEGEND

- - SET 1-1/4" O. D. x 24" IRON PIPE WEIGHING 1.68 LBS/LIN. FT.
- ⊙ - SET 1-1/4" x 24" REBAR WEIGHING 4.303 LBS/LIN. FT.
- - FOUND 1-1/4" O. D. IRON PIPE
- ⊙ - FOUND 5/8" REBAR
- ⊙ - FOUND 1-1/4" IRON BAR
- () - RECORDED BEARING/LENGTH
- ⊠ - EXISTING UTILITY POLE
- ||||| - RESTRICTED VEHICLE ACCESS

BENCHMARK TABLE

Number	Description	Elevation
1	RAILROAD SPIKE IN POWER POLE #2906 25W7	1279.84'
2	12" SPIKE IN POWER POLE #2906 25W8	1275.65'
3	12" SPIKE IN POWER POLE #2906 25W9	1268.94'
4	12" SPIKE IN POWER POLE #2906 25W17	1252.00'

Scale: 1" = 100'

North Arrow: NORTH

PLAT OF SURVEY BY JASON PFLIEGER DATED 11/8/2022

UNPLATTED LANDS OWNED BY TOMMY & GAIL SCHMIDT

LOT 2, C.S.M. 15091 VOL. 68, PAGE 13 OWNED BY CITY OF WAUSAU

LOT 1, C.S.M. 15091 VOL. 68, PAGE 13 OWNED BY APOGEE WAUSAU GROUP, INC.

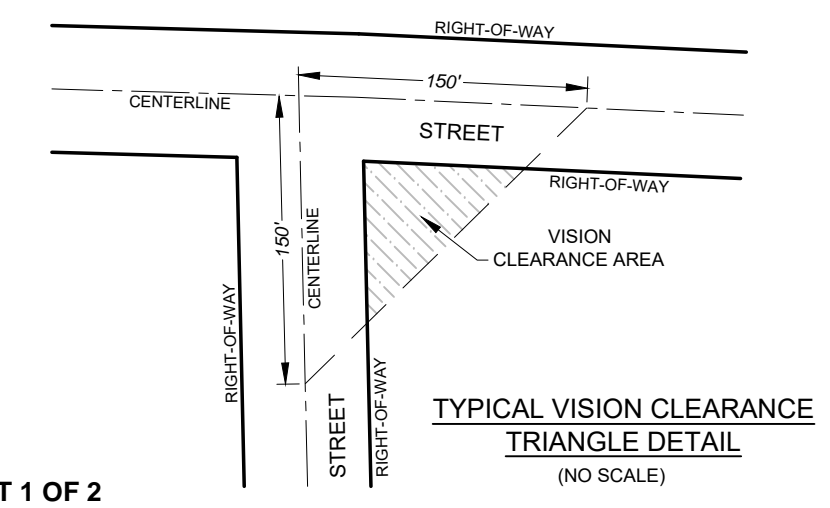
LOT 2, C.S.M. 14915 VOL. 66, PAGE 187 OWNED BY CITY OF WAUSAU

CURVE TABLE

CURVE	LOT NO.	ARC LENGTH	RADIUS	CENTRAL ANGLE	CHORD BEARING	CHORD LENGTH	TANGENT BEARING IN	TANGENT BEARING OUT
C1	22	26.93'	124.18'	12°25'38"	S81°06'22"E	26.88'	S87°20'30"E	S74°54'52"E
C2	22	157.63'	1112.54'	08°07'06"	S70°48'49"E	157.50'	S74°54'52"E	S66°47'46"E
C3	25	261.55'	167.00'	89°44'08"	S43°18'19"E	235.63'	S01°33'45"W	S88°10'23"E
C4	23	50.73'	167.00'	17°24'16"	N83°07'29"E	50.53'	S88°10'23"E	N74°25'21"E
C5	23	124.95'	633.00'	11°18'37"	N06°56'02"W	124.75'	N12°35'21"W	N01°16'44"W
C6	MAIN	368.43'	567.00'	36°13'12"	S19°23'20"E	352.49'	S01°16'44"E	S37°29'56"E
	20	126.97'	567.00'	12°49'51"	S07°41'39"E	126.71'		
	19	231.46'	567.00'	23°23'21"	S25°48'15"E	229.86'		
C7	MAIN	371.10'	70.00'	303°44'45"	S52°30'04"W	66.00'	N80°37'42"E	N24°22'27"E
	17	102.11'	70.00'	83°34'34"	S57°35'01"E	93.29'		
	16	72.39'	70.00'	59°15'12"	S13°49'52"W	69.21'		
	15	75.69'	70.00'	61°57'10"	S74°26'02"W	72.06'		
	14	83.99'	70.00'	68°44'41"	N40°13'02"W	79.04'		
	13	36.92'	70.00'	30°13'08"	N09°15'53"E	36.49'		

CURVE TABLE (Continued)

CURVE	LOT NO.	ARC LENGTH	RADIUS	CENTRAL ANGLE	CHORD BEARING	CHORD LENGTH	TANGENT BEARING IN	TANGENT BEARING OUT
C8	MAIN	209.17'	633.00'	18°55'59"	N28°01'56"W	208.22'	N37°29'56"W	N18°33'57"W
	12	61.48'	633.00'	05°33'54"	N34°42'59"W	61.46'		
	11	147.69'	633.00'	13°22'05"	N25°14'59"W	147.35'		
C9	11	70.78'	233.00'	17°24'16"	S83°07'29"W	70.51'	S74°25'21"W	N88°10'23"W
C10	MAIN	364.92'	233.00'	89°44'08"	N43°18'19"W	328.75'	N88°10'23"W	N01°33'45"E
	8	125.15'	233.00'	30°46'33"	N72°47'06"W	123.66'		
	7	119.08'	233.00'	29°16'53"	N42°45'23"W	117.78'		
	6	120.69'	233.00'	29°40'42"	N13°16'35"W	119.35'		



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

Certified _____, 20____

Department of Administration

REGISTER OF DEEDS
MARATHON COUNTY, WISCONSIN

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

In Plat Cabinet No. _____ on page _____

Document Number _____

Register of Deeds

STETTIN ACRES

Of part of the Northeast 1/4 of the Northwest 1/4 and part of the Northwest 1/4 of Section 25, Township 29 North, Range 6 East, Town of Stettin, Marathon County, Wisconsin.

Surveyor's Certificate:

I, Keith J. Walkowski, Professional Land Surveyor S-2717, do hereby certify that:

At the direction of Denyon Homes, Inc., as Owner, I have surveyed, mapped and divided part of the Northeast 1/4 of the Northwest 1/4 and part of the Northwest 1/4 of the Northeast 1/4 of Section 25, Township 29 North, Range 6 East, Town of Stettin, Marathon County, Wisconsin, the exterior boundaries of which are described as follows:

Commencing at the Northwest corner of said Section 25; Thence South 89°32'19" East along the North line of said Northwest 1/4, 1332.26 feet to the West line of said Northeast 1/4 of the Northwest 1/4; Thence South 01°26'11" East along said West line, 189.96 feet to the South line of Lot 1 of Certified Survey Map Number 19310 as Document Number 1865184 and the point of beginning; Thence South 88°40'38" East along said South line, 310.33 feet to the East line of said Lot 1 of Certified Survey Map Number 19310; Thence North 01°33'45" East along said East line, 150.00 feet to the South right-of-way line of Stettin Drive; Thence South 88°26'15" East along said South right-of-way line, 66.00 feet to the West line of Lot 2 of said Certified Survey Map Number 19310; Thence South 01°33'45" West along said West line, 150.00 feet to the South line of said Lot 2; Thence South 88°26'15" East along said South line, 266.67 feet to a point on the West line of Lot 3 of said Certified Survey Map Number 19310; Thence South 01°33'45" West along said West line, 103.27 feet to the South line of said Lot 3; Thence North 90°00'00" East along said South line, 170.75 feet to the East line of said Lot 3; Thence North 00°00'00" East along said East line, 45.51 feet to the South line of Lot 4 of said Certified Survey Map Number 19310; Thence South 88°26'15" East along said South line, 215.47 feet to the East line of said Lot 4; Thence North 01°16'44" West along said East line, 203.37 feet to said South right-of-way line of Stettin Drive; Thence South 88°26'15" East along said South right-of-way line, 60.48 feet; Thence South 87°20'30" East along said South right-of-way line, 202.03 feet to the beginning of a tangential curve to the right; Thence along said South right-of-way line, 26.93 feet along the arc of said curve, said curve having a radius of 124.18 feet, a central angle of 12°25'38" and a chord that bears South 81°06'22" East for a distance of 26.88 feet to the beginning of a tangential curve to the right; Thence along said South right-of-way line, 157.63 feet along the arc of said curve, said curve having a radius of 112.54 feet, a central angle of 08°07'06" and a chord that bears South 70°48'49" East for a distance of 157.50 feet; Thence South 00°00'00" East, 404.00 feet; Thence South 37°29'56" East, 634.67 feet; Thence North 90°00'00" East, 106.80 feet; Thence South 00°00'00" East, 130.15 feet; Thence South 82°31'15" East, 103.18 feet; Thence South 50°16'10" East, 147.84 feet; Thence South 00°28'45" West, 57.14 feet to a point on the monumented South line of said Northwest 1/4 of the Northeast 1/4; Thence North 89°31'15" West along said monumented South line, 833.31 feet to the Southeast corner of said Northeast 1/4 of the Northwest 1/4; Thence North 89°32'01" West along the monumented South line of said Northeast 1/4 of the Northwest 1/4, 1306.30 feet to said West line of the Northeast 1/4 of the Northwest 1/4; Thence North 01°26'11" West along said West line, 1128.94 feet to the point of beginning.

That the above described parcel of land contains 1,922,548 square feet or 44.136 acres, more or less;

That I have fully complied with the provisions of Chapter 236 of the Statutes of Wisconsin and the subdivision regulations of the Town of Stettin, Marathon County Environmental Resources Committee and the City of Wausau in Surveying, Dividing and Platting said parcel;

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

Dated this _____ day of _____, 2023

Riverside Land Surveying, LLC
Keith J. Walkowski
WI P.L.S. S-2717

MARATHON COUNTY ENVIRONMENTAL RESOURCES COMMITTEE

Resolved, that the Plat of Stettin Acres in the Town of Stettin is hereby approved by the Marathon County Environmental Resources Committee.

Date _____ Approved _____

Date _____ Signed _____

COUNTY TREASURER'S CERTIFICATE

State of Wisconsin)
ss
Marathon County)

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

_____, 2023
affecting the lands included in the Plat of Stettin Acres.

Dated this _____ day of _____, 2023

Connie Beyersdorff, Treasurer, Marathon County

CITY OF WAUSAU EXTRATERRITORIAL APPROVAL CERTIFICATE

I, William Hebert, Zoning Administrator, being duly appointed by the Common Council of the City of Wausau, do hereby certify that the Plat of Stettin Acres has been reviewed and there are no objection to the recording this Plat in the Office of the Marathon County Register of Deeds.

Dated this _____ day of _____

William Hebert

CORPORATE OWNERS CERTIFICATE OF DEDICATION

Denyon Homes, Inc., a Wisconsin Corporation, duly organized and existing under and by virtue of the laws of the State of Wisconsin, as Owner, does hereby certify that said Denyon Homes, Inc., caused the land described on this Plat of Stettin Acres to be surveyed, divided, mapped, and dedicated as represented on this plat.

Denyon Homes, Inc., does also certify that this plat is required by s.236.10 or 236.12 to be submitted to the following for approval: Town of Stettin, City of Wausau, Marathon County Environmental Resources Committee and the Wisconsin Department of Administration.

In witness whereof, the said Plat of Stettin Acres, has caused these presents to be signed by

Heath Tappe, President

this _____ day of _____, 2023

Traci Tappe, Vice President

this _____ day of _____, 2023

State of Wisconsin)

ss
Marathon County)

Personally came before me this _____ day of _____, 2023

Heath Tappe, President and Traci Tappe, Vice President of the above named Denyon Homes, Inc., and to me known to be the persons who executed the foregoing instrument, and acknowledged that they executed the foregoing instrument as such members as the deed of said Denyon Homes, Inc., by its authority.

_____, Notary Public State of Wisconsin

MY COMMISSION EXPIRES _____.

TOWN OF STETTIN TREASURER'S CERTIFICATE

State of Wisconsin)

ss
Marathon County)

I, Faye Zernicke, being the duly elected, qualified, and acting Treasurer of the Town of Stettin, do hereby certify that the records in my office show no unpaid taxes or special assessments affecting the lands included in the Plat of Stettin Acres.

Dated this _____ day of _____, 2023

Faye Zernicke, Treasurer, Town of Stettin

TOWN OF STETTIN APPROVAL CERTIFICATE

Resolved, that the Plat of Stettin Acres in the Town of Stettin, Denyon Homes, Inc., Owner, is hereby approved by the Stettin Town Board.

Date _____ Approved _____
Town Chairman

Date _____ Signed _____
Town Chairman

I hereby certify that the foregoing is a copy of a resolution adopted by the Town Board of the Town of Stettin.

_____, Town Clerk

UTILITY EASEMENT PROVISIONS

An easement for electric, natural gas and communications service is hereby granted by: Denyon Homes, Inc., Grantor, to

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

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

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

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

Certified _____, 20__

Department of Administration



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

RESOLUTION OF THE PUBLIC HEALTH & SAFETY COMMITTEE	
Approving or Denying Various Licenses as Indicated	
Committee Action:	Approved 4-0
Fiscal Impact:	None
File Number:	23-0108
Date Introduced:	August 8, 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, your Public Health and Safety Committee considered certain license applications at its July 17, 2023 meeting, and has made recommendations that are attached hereto in the meeting minutes and recommends these actions to the Council for its approval, now therefore

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

Approved:

Katie Rosenberg, Mayor

PUBLIC HEALTH & SAFETY COMMITTEE

Date and Time: Monday, July 17, 2023, at 5:15 pm, (Council Chambers)

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

Excused: Becky McElhaney

Others Present: Tara Alfonso, Ben Bliven, Jeremy Kopp, Tracy Rieger, Kaitlyn Bernarde, Mary Goede, Katie Rosenberg, Kody Hart

Consider approval or denial of various license applications

Lisa Rasmussen stated there were denial recommendations for applicants for Operator/Bartender Licenses: Donna Brown, and Morgan Sykes; and for Public Transport Driver Licenses: Damien Martinez. It was noted that no applicants were present to appeal.

Rasmussen stated that there was a Class A Liquor Application: For Frenchie Sake, LLC, owner Jennifer Phillipson doing business as Grand Ave Artifactory, 2312 Grand Avenue. She will be selling wine baskets.

Rasmussen stated the Liquor License Review Subcommittee met immediately before this meeting, with the applicants, to consider applications for the only available Class B Beer & Liquor License: 100 Proof Management LLC, owner John Troemel with a business name yet to be determined on the premise address of 102 Jefferson Street; and Onora Hotels, LLC, owners Juan Casarrubias and Lesli Iverson doing business as Venado Craft Beer on the premise address of 209 Grant Street. Rasmussen stated the unanimous vote of the Liquor License Review Subcommittee to move forward on the recommendation of Onora Hotels, LLC, owners Juan Casarrubias and Lesli, to receive the standard available Class B Beer & Liquor License. The receiving applicant was chosen due to having an open and operating business that was ready to use the Class B License upon receiving it.

Motion by Larson, second by Diny to approve or deny licenses as recommended by staff. Motion carried 4-0.

Consider recommendation(s) from Liquor License Review Subcommittee for applications for Class B Beer & Liquor

Rasmussen ruled that this item was considered with the previous motion to approve or deny licenses as recommended by staff. Onora Hotels, LLC is acknowledged as the recipient of the Class B Beer & Liquor License.

CLERK'S REPORT TO PUBLIC HEALTH & SAFETY COMMITTEE

July 17, 2023 Meeting

AGENDA ITEM # 2

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

ADDITIONAL INFORMATION

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

- Denial Recommendations: Operator/Bartender:** 1) **Donna Brown** - *Applicant has felony OWI conviction in 2010 along with felony escape in 2007 and felony manufacture/deliver cocaine in 2004. Current pending misdemeanor charge from 2023.* 2) **Morgan Sykes** - *Applicant was convicted of Felony 1st degree recklessly endangering safety in 2017 (incident in 2015). This was charged as a repeater and with the use of a dangerous weapon. Also convicted of felon in possession of a firearm.*
Public Transport Driver: 1) **Damien Martinez** - *Applicant has a 2022 felony methamphetamine drug conviction and pending felony drug charges.*
- Class A Liquor Application:** For Frenchie Sake, LLC, owner Jennifer Phillipson, dba Grand Ave Artifactory, 2312 Grand Avenue. She will be selling bottles of wine in baskets.
- Available Class B Beer & Liquor License:** The Liquor License Review Subcommittee meets prior to review applications: 1) 100 Proof Management LLC, owner John Troemel, business name TBD, premise address 102 Jefferson St, 2) Onora Hotels, LLC, owners Juan Casarrubias & Lesli Iverson, dba Venado Craft Beer, premise address 209 Grant St
- Class II Special Event:** Run with the Cops for Special Olympics, September 28, 2023.

***Note:** Links to the Special Events applications will be emailed to the committee.

STAFF RECOMMENDATION

Approve or deny as indicated on the summary report including those that may be introduced at the meeting. Please let me know if you have any question regarding any license applications listed.

Mary Goede, Deputy Clerk
Date of Report: July 14, 2023
(715) 261-6621



PHS Date 07/17/2023

License ID	License Typ	Name	Address	Details	Business	Begin Dt	End Dt	Police	PHS	Council
183590	9010 - Bartender/Operator New	BROWN, DONNA	306 S 18TH AVE WAUSAU WI 54401		HOLIDAY GAS	06/14/2023	06/30/2024	No	No	
183658	9010 - Bartender/Operator New	SYKES, MORGAN	324 S 7TH AVE WAUSAU WI 54401		KWIK TRIP #851	06/19/2023	06/30/2024	No	No	
183995	9027 - Class II	,	3317 BUSINESS PARK DR STEVENS POINT WI 54482	RUN WITH THE COPS FOR SPECIAL OLYMPICS on SEPTEMBER 28, 2023 Organized by SPECIAL OLYMPICS WI / ASHLEY HANSEN					Yes	
183888	9062 - Class A Liquor	PHILLIPSON, JENNIFER	222 STURGEON EDDY RD WAUSAU WI 54403		GRAND AVE ARTIFACTORY	07/10/2023	06/30/2024	Yes	Yes	
183994	9069 - Temporary Class B Retailer (Picnic)	,	209 W WASHINGTON ST WAUSAU WI 54403		WAUSAU AREA CHAMBER OF COMMERCE					Yes
184138	9069 - Temporary Class B Retailer (Picnic)	ADERHOLDT, ALISSANDRA	316 SCOTT ST WAUSAU WI 54403		WAUSAU EVENTS					Yes
183967	9069 - Temporary Class B Retailer (Picnic)	ADERHOLDT, ALISSANDRA	316 SCOTT ST WAUSAU WI 54403		WAUSAU EVENTS					Yes
183903	9069 - Temporary Class B Retailer (Picnic)	HARTKE, THEODORE	225780 RIB MTN DR SUITE 102 WAUSAU WI 54401		EXTRA INNINGS NONPROFIT CORPORATION			Yes	Yes	
183763	9069 - Temporary Class B Retailer (Picnic)	LANGENHAHN, JODI	500 FOREST ST WAUSAU WI 54403		MARATHON COUNTY AGRICULTURALSOC IETY					Yes



PHS Date 07/17/2023

License ID	License Typ	Name	Address	Details	Business	Begin Dt	End Dt	Police	PHS	Council
183501	9080 - Public Transport Driver New	MARTINEZ, DAMIEN	809 S 1ST AVE WAUSAU WI 54401		NORTHWOODS CAB	06/09/2023	06/30/2023	No	No	
184023	9080 - Public Transport Driver New	MARTOWSKI, TERRANCE	1800 BIRCHWOOD AVE STEVENS POINT WI 54482		NORTHWOODS CAB	07/07/2023	06/30/2024	Yes	Yes	
184063	9080 - Public Transport Driver New	MCGESHICK, ARIAHNNA	3186 Indian Settlement Rd CRANDON WI 54520		NORTHWOODS CAB	07/10/2023	06/30/2024	Yes	Yes	
183904	9080 - Public Transport Driver New	REISSMANN, JONATHAN	3602 MOUNT VIEW AVE APT 9 SCHOFIELD WI 54476		NORTHWOODS CAB	06/29/2023	06/30/2023	Yes	Yes	
183635	9080 - Public Transport Driver New	SNYDER II, TIMOTHY	301 W SPRUCE ST ABBOTSFORD WI 54405		NORTHWOODS CAB	06/16/2023	06/30/2023	Yes	Yes	

Total Licenses

12

CONFIRMATION OF MAYOR'S APPOINTMENTS

to Boards, Commissions and Committees: *Citizen's Advisory Committee - Community Development Block Grant, Wausau Arts Commission, Affordable Housing Task Force*

File Number: 23-0803 **Date Introduced:** August 8, 2023

CITIZEN'S ADVISORY COMMITTEE - COMMUNITY DEVELOPMENT BLOCK GRANT

Alora Koval (1) *New appointment	307 S 8th Ave	Term Exp 4/30/2029	715-571-5590
Avia Lynch (N) *New appointment - replacing Emily Voss unexpired term	1014 Graves Ave	Term Exp 4/30/2027	715-212-6197

WAUSAU ARTS COMMISSION

Alora Koval (1) *New appointment	307 S 8th Ave	Term Exp 4/30/2026	715-571-5590
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AFFORDABLE HOUSING TASK FORCE

Ben Lee (3) *Re-appointment	1814 Milwaukee Ave	Term Exp 7/31/2025	715-212-5860
Kristin Slonski (3) *Re-appointment	4008 Hillside Ln	Term Exp 7/31/2025	715-302-8425
Tom Holster (2) *Re-appointment	157860 Franklin St	Term Exp 7/31/2025	715-432-5733

- (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

Office of the Mayor
Katie Rosenberg



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

MEMORANDUM

DATE: August 1, 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, August 8, 2023:

CITIZEN'S ADVISORY COMMITTEE – COMMUNITY DEVELOPMENT BLOCK GRANT

Alora Koval (New appointment – 1, replacing See Xiong)
307 S 8th Ave
Wausau WI 54401
715-571-5590
Alora_koval@yahoo.com
Term ends 4/30/2029

Avia Lynch (New appointment – N, replacing Emily Voss unexpired term)
1014 Graves Ave
Wausau WI 54403
715-212-6197
avialynch@gmail.com
Term ends 4/30/2027

Office of the Mayor
Katie Rosenberg



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

MEMORANDUM

DATE: August 1, 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, August 8, 2023:

WAUSAU ARTS COMMISSION

Alora Koval (New appointment – 1)
307 S 8th Ave
Wausau, WI 54401
715-571-5590
alora_koval@yahoo.com
Term ends 4/30/2026



MEMORANDUM

DATE: August 2, 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, August 8, 2023:

AFFORDABLE HOUSING TASK FORCE

Ben Lee (Re-appointment – 2)
1814 Milwaukee Ave
Wausau WI 54403
715-212-5860
blee@unitedwaymc.org
Term expires: 7/31/2025

Kristin Slonski (Re-Appointment – 2)
4008 Hillside Ln
Wausau WI 54403
715-302-8425
Kristin.slonski@gmail.com
Term expires: 7/31/2025

Tom Holster (Re-Appointment – 1)
157860 Franklin St
Wausau WI 54403
715-432-5733
info@holstermanagement.com
Term expires: 7/31/2025



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 *

Alora

Last Name *

Koval

Address *

Street Address

307 S 8th ave

Address Line 2

City

Wausau

Postal / Zip Code

54401

State / Province / Region

Wisconsin

Country

United States

Phone *

(715)571-5590

Email *

alora_koval@yahoo.com

Years as a Wausau Resident, if applicable *

6

Occupation/Employer, if applicable

Legal Assistant and Attorney Rhonda Werner Schultz, LLC

Business Information

Business Name

Attorney Rhonda Werner Schultz, LLC

Address

Street Address

210 Grand Ave

Address Line 2

ste A

City

Wausau

Postal / Zip Code

54403

State / Province / Region

WI

Country

United States

Boards, Commission and/or Committee Information

Which Boards, Commissions and/or Committees interest you?

Board, Commission and/or Committee

Community Development Authority

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? *

I was born and raised in Wausau and I feel like I want to contribute to the community.

What qualifications can you bring to these Committees? *

I was specifically looking at joining a "Community Development Block Grant Board." I hope I selected the right item in the drop down above. Reasons I am interested in this Board are that I am a reasonable person, good listener and compassionate. I have a strong desire to see the area I grew up in grow and prosper and to make sure under-represented communities get the assistance they need within the Community Development scope. As far as the Wausau Arts Commission it would be interesting to work behind the scenes in Wausau's art community. I've recently begun tattooing as a hobby and my sister has art in various local businesses.

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

I have not served on any committees.

Other Community Involvement

Humane society volunteer for multiple years.

References(Please Include 3)

Reference

First Name *

Chad

Last Name *

Henke

Address *

Street Address

[REDACTED]

Address Line 2

City

Wausau

Postal / Zip Code

54401

State / Province / Region

Wisconsin

Country

United States

Phone *

[REDACTED]

Relationship to You *

friend

First Name *

Alyson

Last Name *

Leahy

Address *

Street Address

[REDACTED]

Address Line 2

City

Wausau

Postal / Zip Code

54401

State / Province / Region

Wisconsin

Country

United States

Phone *

[REDACTED]

Relationship to You *

friend

First Name *

Max

Last Name *

Eugene

Address *

Street Address

[REDACTED]

Address Line 2

City

Wausau

Postal / Zip Code

54401

State / Province / Region

Wisconsin

Country

United States

Phone *

[REDACTED]

Relationship to You *

husband

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



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 *

Avia

Last Name *

Lynch

Address *

Street Address

1014 Graves Ave

Address Line 2

City

Wausau

Postal / Zip Code

54403

State / Province / Region

WI

Country

United States

Phone *

(715)212-6197

Email *

avialynch@gmail.com

Years as a Wausau Resident, if applicable *

8

Occupation/Employer, if applicable

Red Eye Brewing Company

Business Information

Business Name

Address

Street Address

Address Line 2

City

Postal / Zip Code

State / Province / Region

Country

Boards, Commission and/or Committee Information

Which Boards, Commissions and/or Committees interest you?

Board, Commission and/or Committee

Citizen's Advisory Committee

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

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

I am a teenager and also a religious minority. I believe it is important for all students to have a chance to be represented by someone their age in order to fully represent their perspective. As someone who has the chance to use their voice to help others, I would like to be able to do so through the committee.

What qualifications can you bring to these Committees? *

My qualifications consist of organization, responsibility, and good communication. I not only am capable of using these, but I enjoy being able to have such strong standards.

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

Other Community Involvement

I am a member of the Wausau East High Key Club as well as vice president of Raise Your Voice, a mental health focused group.

References(Please Include 3)

Reference

First Name *

Pam

Last Name *

Galowich

Address *

Street Address

[REDACTED]

Address Line 2

City

Wausau

Postal / Zip Code

54403

State / Province / Region

WI

Country

United States

Phone *

[REDACTED]

Relationship to You *

Previous Employer

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

RESOLUTION OF THE FINANCE COMMITTEE	
Approving the overhire of one police officer within the Police Department	
Committee Action:	Approved 3-0
Fiscal Impact:	\$ 35,000
File Number:	23-0808
Date Introduced:	August 8, 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: Other position vacancies</i>
	<i>One-time Costs:</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<i>Amount: \$35,000</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 new issue</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 police department is requesting the approval of hiring one police officer prior to the position vacancy; and

WHEREAS, justification for this early hire included two January 2023 retirement notices, the September 1 vacancy of the Chief position, and excellent candidate recruits; and

WHEREAS, the Finance Committee at their July 25th meeting, reviewed and recommends approval without a budget modification due to the existing known vacancies; and

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 early hire one police officer outlined above.

Approved:

Katie Rosenberg Mayor

FINANCE COMMITTEE

Date and Time: Tuesday, July 25, 2023 @ 5:30 p.m., Council Chambers

Members Present: Michael Martens, Carol Lukens, and Doug Diny

Members Excused/Absent: Sarah Watson, and Lisa Rasmussen

Others Present: Maryanne Groat, Ben Bliven, Matt Barnes, Melinda Pauls, Todd Baeten, Robert Barteck, Eric Lindman, Dustin Kraege, Liz Brodek, Randy Fifrick, Kaitlyn Bernarde, Kody Hart

Discussion and possible action regarding the proposed early hire of police officers due to retirements in the next 6 months and related budget modifications and implications.

Chief Bliven explained the request to allow the Police Department to hire three applicants in mid-August of this year to prepare for retirements in January of next year. It was stated the specific costs of the early hiring and the particulars of on-boarding new hires.

Groat outlined the funding mechanism for the early hiring. It was stated that funding would be generated by vacancies in positions that were budgeted. It is likely that even with the early hires, there will be a surplus in the budget due to vacancies.

Diny stated support for this item if the hiring market can be anticipated but expressed an interest in setting a standard for a timeline.

Motion by Diny, second by Lukens. Motion carried 3-0.



Wausau Police Department

515 Grand Ave

Wausau, WI 54403

Ph. 715-261-7800

July 21, 2023

Re: Police Staffing

Finance Committee:

This is a request to approve advanced hiring of one police officer. If approved, the department will temporarily have one officer over our authorized sworn staffing level of 79. The estimated cost of this request is \$35,000 with salary and benefits.

Two years ago, the city approved a city-wide policy of paying \$2,000 to employees who provide 6 months advanced notice of retirement. This policy was brought forward by the police department because we have a lengthy hiring process, 18 weeks of police academy, and 5 months of field training before we can get an officer to fill a patrol shift. The city also approved an advanced hiring policy that the HR department brought forward to minimize the amount of vacancy time departments have when an employee retires.

As a result of the 6 month retirement notice policy, the police department has received two retirement notices indicating a retirement date in the first half of January, 2024. We have two current vacancies and three candidates we can hire in August to begin the police academy. In addition, my resignation is effective September 1 and will result in an additional vacancy if the Police and Fire Commission selects an internal candidate for the Chief position.

Our staffing levels have been low over the past year because we have had a number of vacancies and ten people in the police academy or in field training at various times. It is important we do our best to minimize the amount of vacancy time. In addition, we have three high level candidates we are able to hire in August. If we wait until January to hire one of them, we risk losing that candidate to another law enforcement agency in a highly competitive employment market.

I will be present at the July 25 Finance Committee meeting to answer questions.

Thank You,

Benjamin K. Bliven
Chief of Police

Benjamin Bliven
Chief

Matthew Barnes
Deputy Chief

Todd Baeten
Patrol Captain

Benjamin Graham
Detective Captain

Melinda Pauls
Administrative Captain

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

RESOLUTION OF THE FINANCE COMMITTEE	
Approving 2023 Budget Modification – Seal Coat Project	
Committee Action:	Approved 3-0
Fiscal Impact:	\$ 15,000
File Number:	22-1109
Date Introduced:	July 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 type="checkbox"/> No <input checked="" type="checkbox"/>	<i>Budget Source: Asphalt Overlay</i>
	<i>One-time Costs:</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<i>Amount: \$15,000</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: \$80,000</i>
	<i>Debt Financed:</i>	Yes <input type="checkbox"/> No <input type="checkbox"/>	<i>Amount new issue 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 2023 seal coat project bid exceeds budget by \$13,500; and

WHEREAS, staff propose to use funds remaining from the Asphalt Overlay budget to fund the difference; and

WHEREAS, the Finance Committee at their July 25th meeting, reviewed and recommends funding the budget modification as proposed; and

*Ledger Account/Summary	*Fund	*Cost Center	Revenue Category	Spend Category	Debit Amount	Credit Amount	Memo	Exceptions
60000:Capital Outlay	440 Capital Projects Fund - Bond Proceeds	Street Curb Gutter Local Capital Projects		58230 Streets/curb/gutter - local	\$0.00	\$15,000.00		
50230:Repair and Maintenance Services - Streets and Related Facilities	101 General Fund	Street Maintenance		52310 Road Maintenance Services	\$15,000.00	\$0.00		

NOW THEREFORE BE IT RESOLVED, by the Common Council of the City of Wausau that the proper City officials are hereby authorized and directed to modify the 2023 Budget as outlined above.

Approved:

Katie Rosenberg Mayor

FINANCE COMMITTEE

Date and Time: Tuesday, July 25, 2023 @ 5:30 p.m., Council Chambers

Members Present: Michael Martens, Carol Lukens, and Doug Diny

Members Excused/Absent: Sarah Watson, and Lisa Rasmussen

Others Present: Maryanne Groat, Ben Bliven, Matt Barnes, Melinda Pauls, Todd Baeten, Robert Barteck, Eric Lindman, Dustin Kraege, Liz Brodek, Randy Fifrick, Kaitlyn Bernarde, Kody Hart

Discussion and possible action approving budget modification for the Street Seal Coat project

Martens stated that this was a budget modification to move funds from the asphalt overlay budget to the seal coating budget to finish seal coating projects. Martens questioned the durability of the soy-based seal coating specifically on Townline Road. It was stated that the durability is good based on the usage of the product by other municipalities.

Martens asked if there was a savings in using the soy-based product. It was stated that there was no cost savings but that the soy-based product was being utilized as an environmentally friendly seal coating.

Motion by Diny, seconded by Lukens to approve. Motion carried 3-0.

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: July 25, 2023

SUBJECT: Street Seal Coating Budget Modification – \$15,000

Bids for a second Street Seal Coating Project were opened at the Board of Public Works; bid amount was \$65,500. The current Seal Coat budget has a remaining balance of about \$52,000. The Asphalt overlay budget has a remaining amount of about \$29,000. Staff is requesting to transfer \$15,000 from the Asphalt Overlay budget to the Street Seal Coat budget to award the contract and complete the work currently bid.

This additional funding will be used to try a “Soybean Oil” based product versus our typical GSB-88 Seal Coat product. This product will complete two streets; 14th Ave (near Fleet Farm) and Townline Road from Grand Ave to City limits.

RESOLUTION OF THE ECONOMIC DEVELOPMENT COMMITTEE

Approving the First Amendment to the Development Agreement for Foundry on 3rd Ph 1, LLC.

Committee Action: Approved 4-1

Fiscal Impact:

File Number: 23-0815

Date Introduced: August 8, 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’s Common Council approved the terms of a Development Agreement with Foundry on 3rd Ph1, LLC (“Developer”) to construct a mixed-use building on approximately 1.352 acres in downtown Wausau, in September 2022, and the Development Agreement was executed on September 28, 2022; and

WHEREAS, sections 1.o and 1.q state the required Commencement Deadline and Completion Deadlines, respectively; and

WHEREAS, Developer notified the City that it would not be able to meet the Commencement Deadline of September 1, 2023, and therefore the Completion Deadline of December 31, 2024, also cannot be met; and

WHEREAS, Developer desires to amend the Commencement Deadline to June 1, 2024, and Completion Deadline to November 1, 2025; and

WHEREAS, your Economic Development Committee approved of this First Amendment to the Development Agreement at its August 1, 2023, meeting.

NOW, THEREFORE, BE IT RESOLVED, that the Common Council of the City of Wausau approves the First Amendment to the Development Agreement for Foundry on 3rd Ph 1, LLC, and instructs the appropriate City staff to execute the necessary documents.

Approved:

Katie Rosenberg, Mayor

MINUTES

Economic Development Committee Meeting

Date / Time: Wednesday, August 1, 2023, at 5:15 P.M. | *Meeting called to order by* Watson at 5:15 P.M.

In Attendance

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

Others Present: Kody Hart, Liz Brodek, Randy Fifrick, Atty. Jacobson, Mayor Katie Rosenberg, Chuck Ghidorzi (WOZ), Nick Patterson (T Wall), Alder Doug Diny, Alder Michael Martens

In accordance with Chapter 19, Wisc. Statutes, notice of this meeting was posted and sent to the Daily Herald in the proper manner.

Agenda Item 6 – Discussion and possible action approving First Amendment to Foundry on 3rd LLC Development Agreement (Brodek)

Brodek reminded the committee that the Foundry's groundbreaking was delayed until spring and therefore an amendment to the development agreement is needed to commemorate that. Brodek noted the original development agreement had a commencement date of 9/1/23 and the First Amendment proposed moving that date to 6/1/24 which then amends the completion deadline from 12/31/24 to 11/21/25 and the minimum assessed value will be determined 2026 instead of 2025 due to the project not being complete until the end of 2025. Lastly, she mentioned the amendment notes the reverse payments may be impacted by the late start date. She said a financing modification is not being requested but they are aware that they may miss a year of reverse TIF payments because of the delayed start.

Rasmussen commented that it was already known there will be a groundbreaking delay but also mentioned there is other noticeable progress occurring on the site with HOM Furniture, Children's Imaginarium and the infrastructure itself. She said seeing that progress and knowing the developer is aware of the loss of reverse TIF payments that the timeline still adheres to what's been expected.

Kilian asked Atty. Jacobson what the original date of commencement was. Atty. Jacobson said the initial commencement date was 9/1/23. Kilian then asked her what would happen if the committee did not approve the amendment. Atty. Jacobson responded it would mean they'd miss the commencement date. He questioned if the commitment was made on a prior date and who agreed to it. Atty. Jacobson responded it was the date established and approved in the original development agreement that Foundry on 3rd, LLC agreed to. Lastly, he asked if the City has kept up their end of the deal in the agreement thus far based on her knowledge; she responded, yes. Kilian asked if the amendment was not approved, would that be a breach to the agreement. Atty. Jacobson clarified it would be an event of default.

Kilian mentioned it does not appear the City of Wausau was at fault for what has transpired. He asked staff if it is accurate that without consulting the City, the board of Wausau Opportunity Zone (WOZ) voted to allow an extension on this development. Brodek responded that is her understanding but there is no firsthand knowledge of it and directed Kilian to the managing director of WOZ, Chuck Ghidorzi, who replied that the board has approved the extension but is unsure of the date that occurred. Kilian asked if the board knew that an extension could result in a default on an agreement. Ghidorzi responded the board was aware an Amendment would be needed to approve an extension.

Kilian continued with questions of Brodek. He noted he reviewed DNR documents and asked if his understanding was correct that the cement was to be left in place to provide a sort of default cap over contaminated soil. Brodek responded that was her understanding, but that DPW and Engineering have been in weekly meetings regarding this site, but ED staff has not been. No representatives were available from DPW or Engineering to answer Kilian's questions. Kilian asked if anyone knew what happened when that soil was to be removed. Brodek replied DPW staff would be helpful to provide a timeline. She noted there have been internal meetings trying to piece everything together but does not have all the dates of those meetings and who was responsible for what and when. She offered for Kilian to provide her a list of his questions for her to present to DPW and she would work on getting answers on what has transpired. He agreed to providing a list of questions for her to obtain answers however, referred his question about what happened to the soil to Atty. Jacobson who replied she did not have any firsthand knowledge of anything with the soil and referred the question to Ghidorzi saying he'd likely have the most accurate information.

Kilian asked Ghidorzi if the soil was to be removed and provide the sequence of events on what occurred with the soil removal. Ghidorzi said the cap was removed on Block 4 for the purpose of utility work as well as if there was not a delay in the development of the Foundry on 3rd that the development could move forward. He clarified the site will be capped if construction does not start after the utility work is completed. Kilian asked who made the decision to not have soil removed; Ghidorzi responded that he did. Kilian follow up asking that there was someone who was going to remove the soil, but a decision was made to not remove it. Ghidorzi responded yes, a company was under contract with the city and per the city's obligation, to remove the soil. Kilian asked who was responsible for paying cost of removing the soil; Ghidorzi responded per the development agreement, it is the city's responsibility. Kilian asked what happens when a company shows up to remove the soil per their contract with the city and the work is rejected. Ghidorzi responded saying he contacted Eric Lindman at the City to explain they were not ready to move the soil. Lindman asked Ghidorzi what a good

timeframe would be for this to occur, so WOZ met with T-Wall to determine a timeline to present to the city. Kilian asked if there would be additional costs for that service since the timeline was moved; Ghidorzi responded there could be because there are consequences for breaking contracts but that is unknown at this time.

Watson paused and asked Atty. Jacobson if what is being discussed is within the realm of what is agendized. Atty. Jacobson responded that it's really up to the committee to decide that but because they are looking at amending a development agreement, anything related to that amendment can rightfully be discussed.

Kilian continued and asked Ghidorzi if he knows what the DNR's perspective on what will need to happen with the uncapped soil; if they'll allow it to remain uncapped when a large percentage was said to be contaminated. Ghidorzi responded that there are two parts to removing the cap. He noted the cap is removed from 2nd Street, the green forum that extends across the Children's Imaginarium and down Jackson Street and down 3rd Street to install necessary utilities per the plan. Once utilities are completed it will have to be re-capped with 3 inches of road base which is an approved system with the DNR with whom they've been in contact. Ghidorzi noted if Block 4 is not started, the same process will occur there to re-cap it.

Discussion continued for an additional 22 minutes. This portion of the meeting can be viewed from minute 2:16 through 39:01 at this link: <https://youtu.be/lAno806yJWI>

*Rasmussen motioned to approve the extension, seconded by Henke. **Approved 4-1 with Kilian being the dissenting vote.***

DRAFT

DEVELOPMENT AGREEMENT
(Foundry on 3rd Ph 1)

THIS DEVELOPMENT AGREEMENT (Foundry on 3rd Development) (this “Agreement”) is made as of September 28, 2022 (the “Effective Date”), by and between the CITY OF WAUSAU, a Wisconsin municipal corporation (the “City”) and FOUNDRY ON 3RD PH 1, LLC, a Wisconsin limited liability company (“Developer”).

RECITALS

WHEREAS, the Developer is interested in developing certain real property in the City of Wausau, County of Marathon, State of Wisconsin, consisting of approximately 1.352 acres and being depicted and identified as “Lot 4” on Exhibit A attached hereto (the “Property”); and

WHEREAS, the City has, pursuant to the authority granted in Wisconsin Statutes, Section 66.1105, created the City of Wausau Tax Increment District 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 (as the TID boundary may be amended) and located on the Property; 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 property taxes owed for calendar year 2023 based on the assessed value of the Property on January 1, 2023. The Annual Tax Increment for the calendar year prior to the termination of the TID shall be such property tax payments and PILOT Payment actually received by the City as of ten (10) business days prior to the TID expiration date, regardless of whether Developer may pay installments of taxes or the PILOT Payment after such date.

c. **“Building”** means a mixed-use building (residential and commercial) to be constructed on the Property in accordance with the Plans and generally depicted on the site plan attached hereto on Exhibit B.

d. **“City”** is defined in the introductory paragraph of this Agreement.

e. **“Default”** is defined in Section 6 below.

f. **“Developer”** is defined in the introductory paragraph to this Agreement.

g. **“Effective Date”** is defined in the introductory paragraph of this Agreement.

h. **“Development Costs”** as used herein, shall include, without limitation, costs for the construction of the Building and other improvements for the Project, including hard and soft construction costs, as well as professional fees, architectural fees, construction loan interest, civil engineering fees, general contractor fees, infrastructure improvements, environmental remediation costs, demolition, parking facilities, and the clearing, grading and other construction or other costs of the Project; provided, however, that only Project costs permitted pursuant to Wis. Stat. § 66.1105 shall be counted as Development Costs

i. **“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.

j. **“Minimum Assessed Value”** means at least Twenty-Four Million and 00/100 Dollars (\$24,000,000.00).

k. **“Minimum Development Cost”** means at least Forty Million Dollars (\$40,000,000.00). Developer represents that it currently estimates that it will expend as Development Costs for the Project an amount closer to Forty-Eight Million Dollars (\$48,000,000.00), but the parties agree that the Minimum Development Cost amount used herein shall be the amount set forth in the immediately prior sentence above.

l. **“Plans”** means final detailed plans and specifications for the Project in form and substance reasonably acceptable to the City, which shall include, without limitation, the following: all improvements now located or to be located on the Property (including the Building), 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. Unless otherwise agreed in writing by the City, the Plans will be substantially in conformity with the site plan attached hereto.

- m. **“Project”** means the construction of the Building and the additional redevelopment of the Property for the operation of the Building, 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.
- n. **“Project Commencement”** means the occurrence of all of the following (i) the Property shall be made a legally-separate parcel of real estate, (ii) ownership of the Property shall have been transferred to Developer as evidenced by a recorded deed in the land records; (iii) the Memorandum shall have been recorded pursuant to the requirements herein; (iv) all building permits and other permits for the commencement of construction of the Project shall have been obtained; and (v) mobilization and commencement of construction of the Project at the Property shall have occurred (as reasonably determined by the City).
- o. **“Project Commencement Deadline”** means September 1, 2023.
- p. **“Project Completion”** means a certificate of occupancy is issued by the appropriate governmental authorities for Project, as applicable.
- q. **“Project Completion Deadline”** means December 31, 2024.
- r. **“Project Cost Breakdown”** means a current cost breakdown of the Development Costs, (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.
- s. **“Property”** is defined in the Recitals above. The parties agree that the legal description of the Property will be further refined after the Property has been made a legally-separate parcel of real estate.
- t. **“Proposal”** is Developer’s general development plan for the Property, which plan received preliminary approval by the City’s Plan Commission on June 21, 2022, as may be amended from time to time with the approval of the City. In the event of a conflict between the Proposal and this Agreement, this Agreement shall control.
- u. **“Tax Increment Bond”** is defined in Section 3 below.
- v. **“Tax Increment Grant”** means a grant to Developer based on a percentage of the Annual Tax Increment in an amount of up to a cumulative maximum principal amount of Six Million and 00/100 Dollars (\$6,000,000.00), as set forth in greater detail in Section 3 below. As set forth in Section 3 below, interest shall accrue on the unpaid amount of such principal; provided, however, that in no event shall the cumulative grant payments (including both principal and interest) exceed Ten Million, Eight Hundred Thousand and 00/100 Dollars (\$10,800,000.00).
- w. **“TID”** is defined in the Recitals above.
- x. **“TID Plan”** is defined in the Recitals above.

y. **“TIF Loan”** means a loan for the Project from a third-party lender which Developer may obtain which includes as collateral Developer's right to receive payments under the Tax Increment Bond.

2. **Commitments of Developer.** Developer agrees and covenants with the City as follows:

a. ***Project.*** Prior to the Project Commencement Deadline, Developer shall provide the Plans to the City for approval, which approval shall not be unreasonably conditioned, withheld or delayed. Any material revisions to the Plans shall be subject to the City's review and approval. 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 City-approved 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. If construction of any portion of the Project shall cease, for any reason, for sixty (60) consecutive days, Developer shall promptly provide written notice to the City that includes the reason for such delay and a reasonable estimate of the ultimate length of the delay.

b. ***Development Spend.*** Prior to the Project Commencement Deadline, Developer shall provide the Project Cost Breakdown to the City for approval, which approval shall not be unreasonably conditioned, withheld or delayed. The Project Cost Breakdown shall be certified by the Developer as accurate and complete. Any material revisions to the Project Cost Breakdown shall be subject to the City's review and approval. Developer shall, no later than ninety (90) days following the Project Completion Deadline, (i) spend at least the Minimum Development Cost in Development Costs which are consistent with the City-approved Project Cost Breakdown, and (ii) provide the City with reasonable supporting documentation evidencing such expenditures. Developer shall cooperate with reasonable requests by the City for follow-up information and documentation. Without limitation, the following shall not be included when calculating whether such development spend requirement has been met: (A) development costs which are inconsistent with the reviewed Project Cost Breakdown (as may be amended and approved as set forth herein), (B) Development Costs which are inconsistent with Wis. Stat. § 66.1105, and (C) Development Costs relating to or in connection with the purchase of the Property. Notwithstanding anything to the contrary herein, the City agrees to use commercially reasonable efforts to treat the Project Cost Breakdown and Development Costs information/documentation (collectively, the "Financial Information") in a confidential manner (subject to the requirements of Wisconsin public/open record laws). The City understands that Developer considers the Financial Information to be confidential trade secrets of Developer. Developer expressly represents that it believes the Financial Information are trade secrets as provided in Wis. Stat. § 19.36(5), or is otherwise material that can be kept confidential under the Wisconsin Public Records Law (collectively the "Public Records Exception"). In the event that the Public Records Exception is challenged, Developer agrees to indemnify, hold harmless, and defend the City with respect to the Public Records Exception, including all reasonable attorney's fees and costs.

c. *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.

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

i. Developer guarantees that, commencing in tax year 2025 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.

e. *Parking Lot Skyway.* Developer currently contemplates that the Project will include a connection to a City parking lot to the south via a pedestrian skyway above the public right of way abutting the Property the south. Developer and the City agree to cooperate in good faith regarding the design and further agreements/documentation related thereto. Such agreements may include, without limitation, a license/easement agreement to allow

for the placement of the skyway above the right of way and the specifics of the connection to the parking lot (which agreement may require, among other provisions, that Developer maintain the skyway at its sole cost in compliance with all applicable laws, that Developer carry liability, casualty, and other insurance relating to the skyway, that Developer indemnify the City for any damage to the parking lot, and other matters that the parties deem appropriate), as well as parking agreement(s) relating to the use of the parking lot by residents at the Project. Such agreements will run with the land and bind future owners of the Property. Notwithstanding the foregoing, any such agreements shall be subject to approval by the City Council.

3. Tax Increment Grant.

a. Subject to the terms and conditions of this Agreement, the City agrees to provide the Tax Increment Grant pursuant to the Tax Increment Bond (defined below). The Tax Increment Grant shall be made in annual installments of principal and accrued interest (described below) on or before August 15 of each year, commencing the first (1st) calendar year following Project Completion; provided, however, that the first payment shall not be due prior to the issuance of the Tax Increment Bond, and the final payment, if made in the final year of the TID, shall be made no later than one business day prior to the TID expiration date. The annual amount will be based on Eighty Percent (80%) of the Annual Tax Increment generated from the payment of the prior year's tax bill(s), up to the cumulative maximum amount of the grant as set forth herein; 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. By way of example, if Project Completion is accomplished in calendar year 2024, then the first installment of the grant will be paid on or before August 15, 2025 based on the 2024 property tax bill payment(s). As noted above, 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 as tax bills are based on January 1 assessments.

b. Payments on the Tax Increment Grant shall first be applied to accrued interest and then principal. Interest on the principal amount of the grant shall commence on the date that Project Completion is achieved, as determined by the City in its reasonable judgment (which date shall be memorialized in writing by the parties). Accrued interest of the then-remaining principal amount of the grant shall be calculated annually on January 1 of each year on a non-compounding basis. The interest rate shall be fixed for the life of the payments at a rate equal to the lower of the following: (i) Five and Fifty Hundredths percent (5.50%) or (ii) Developer's actual financing rate for its TIF Loan, as evidenced by documentation provided by Developer which is reasonably acceptable to the City (such documentation being considered "Financial Information" herein).

c. 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 herein. 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 and any remaining principal or interest amount shall be forfeited as of such termination.

d. Developer understands that the total number of installments of the grant depend on the year Project Completion is achieved, and that any projected number of installments may not be possible based on the statutorily-mandated closure date of the TID, which is currently scheduled to occur on July 18, 2044. Accordingly, based on the current expiration of the TID, no more than twenty-one (21) installments of the grant will be made if Project Completion occurs in 2024 and the first installment is made in 2025. The City reserves the right to accelerate/prepay payments of the Tax Increment Grant (in whole or in part, from time to time, and without penalty) in its sole and absolute discretion (but in no event shall the City be obligated to do so), and Developer understands that this will result in a lower amount of interest accrual.

e. After Project Completion is achieved, the City shall, at the City's cost and expense, issue Developer a taxable tax increment revenue bond (the "Tax Increment Bond") evidencing the City's obligation to pay Tax Increment Grant. The Tax Increment Bond shall be payable solely from Annual Tax Increment and shall be subject to the terms and conditions of this Agreement. Without limiting the generality of the foregoing sentence, (i) payments on the Tax Increment Bond are limited to the cumulative maximum amounts as set forth herein (both the maximum principal amount and the maximum total payments with interest), (ii) each payment on the Tax Increment 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 (iii) if the Tax Increment Bond is not fully paid by the termination of the TID, the City shall have no obligation to pay any further amounts. Developer agrees to cooperate with the City's reasonable requests in connection with such bond issuance, including the execution of additional documentation consistent with the provisions herein.

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 Developer is authorized to enter into this Agreement and 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 Developer's organizational documents, (C) a certificate of status for Developer issued by the Wisconsin Department of Financial Institutions or the applicable jurisdiction, and (D) resolutions or consents of Developer's Board of Directors partners or members as the case may be, approving this Agreement and the transactions which are subject to this Agreement. Developer shall provide this documentation on or before Forty-Five (45) business days after the Effective Date.

ii. No uncured default, or event which with the giving of notice or lapse of time or both would be a default, shall exist under this Agreement. Developer shall

not be in default (beyond any applicable period of grace) of any of its obligations under any other agreement or instrument with respect to the Project to which Developer is a party or an obligor. All of Developer's representations and warranties in this Agreement, including, without limitation, those in Section 5 below, shall remain true and correct.

iii. The City, through its City Council, shall have approved this Agreement and transactions contemplated herein, the Proposal (as it may be amended/finalized), and all other related Project agreements and/or transactions which require City approval.

iv. An amendment to the TID Plan consistent with this Agreement shall have been adopted by all necessary parties, including, without limitation, modifying the boundaries of the TID to include the Property.

v. Developer shall provide to the City a release of all claims by Developer's affiliate, District at Riverlife, LLC (formerly Main Street Wausau, LLC), in form and substance acceptable to the City.

b. 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 are conditioned upon the satisfaction of each and every one of the following conditions:

i. No uncured material 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 (or bonded over) 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 review with the City written evidence of Developer's expenditures with respect to the Minimum Development Cost requirement above, together with such other documentation as the City may reasonably require, per Section 2.

iv. Developer shall provide evidence that the Memorandum was recorded prior to any mortgages, or, if any such mortgage was recorded first, an agreement from such lienholder reasonably acceptable to the City stating that this Agreement shall not be extinguished by any foreclosure of such mortgage and the Property shall remain subject to this Agreement.

All submissions given to the City to satisfy the conditions contained in this Section 4 must be reasonably 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, as required herein.
- d. No statement of fact by Developer contained in this Agreement and no statement of fact furnished or to be furnished by Developer to the City pursuant to this Agreement contains or will contain any untrue statement of a material fact or omits or will omit to state a material fact necessary in order to make the statements herein or therein contained not misleading at the time when made.
- e. Each entity constituting Developer is a limited liability company duly formed and validly existing and has the power and all necessary licenses, permits and franchises to own its assets and properties and to carry on its business. Developer is duly licensed or qualified to do business and in good standing in the State of Wisconsin and all other jurisdictions in which failure to do so would have a material adverse effect on its business or financial condition.
- f. The execution, delivery and performance of this Agreement have been duly authorized by all necessary action of Developer and constitute the valid and binding obligations of Developer enforceable in accordance with their terms, subject only to applicable bankruptcy, insolvency, reorganization, moratorium, general principles of equity, and other similar laws of general application affecting the enforceability of creditors' rights generally.
- g. The execution, delivery, and performance of Developer's obligations pursuant to this Agreement will not violate or conflict with Developer's organizational documents or any indenture, instrument or agreement by which Developer is bound, nor will the execution, delivery, or performance of Developer's obligations pursuant to this Agreement violate or conflict with any law applicable to Developer or the Project.
- h. There is no litigation or proceeding pending or 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 shall not be unreasonably withheld, conditioned or delayed, 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.
- k. Developer shall not materially alter the Plans approved by the City without the prior written consent of the City, which consent shall not be unreasonably withheld, conditioned or delayed.
- l. Developer Covenants that construction of the Project shall proceed and be completed substantially in accordance with the construction schedule, as provided herein, 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. During the term of this Agreement, 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; 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.
- q. Developer understands and agrees that its use of the Property shall be subject to the terms and conditions of all recorded documentation.

The representations and warranties contained herein shall be true and correct at all times as required by this Agreement. Developer shall comply with all covenants contained herein at all times during the term of this Agreement.

6. Defaults and Remedies.

a. *Default by Developer.* The occurrence of any one or more of the following events shall constitute a default ("Default") hereunder:

i. Developer shall fail to pay any amounts due from it under this Agreement within thirty (30) 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

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 sixty (60) days following written notice thereof from the City to Developer (or such longer period of time as is necessary to cure the default as long as Developer has commenced the cure of the default within the 60-day period, is diligently pursuing the cure of the default; or

iv. Construction of the Project shall be abandoned for more than ninety (90) consecutive days (provided, however, that construction shall not be deemed to be "abandoned" if construction is paused due to reasonable and customary seasonal considerations) or if Developer fails to provide any notice required herein with respect to ceasing construction, 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 reasonable 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 officer, agents and employees from and against any and all liability, suits, actions, claims, demands, losses, costs, damages and expenses of every kind and description, including reasonable attorney costs and fees, for claims of any kind including liability and expenses in connection with the loss of life, personal injury or damage to property, or any of them brought (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 later to occur of (i) eighteen (18) months following termination of the TID and (ii) 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, gross negligence, or recklessness of the affected party, and (iv) cannot be avoided by the exercise of due diligence by the affected party, including the expenditure of a commercially reasonable sum of money. Subject to the satisfaction of the conditions set forth in clauses (i) through (iv) of the foregoing definition, Force Majeure shall include, without limitation: (A) strikes or other labor conflicts that are not motivated by the breach of any other contract on the part of the affected party, strikes or other labor disputes that cause the delay of any major equipment supplied by a third party, a lockout, industrial dispute or disturbance; (B) civil disturbance, an act of a public enemy, war (whether or not declared), a riot, blockage, insurrections, terrorism, uprisings, sabotage and commercial embargoes against the United States of America (or against any other country if it impacts the delivery of any major equipment supplied by a third party); (C) an epidemic or pandemic; (D) natural phenomena such as hurricane, tornado, landslide, lightning, windstorm, earthquake, explosion, storm, flood; (E) fires, (F) inability to obtain or a delay in obtaining easements, rights-of-way or permits (provided such delay or inability was not caused by the party claiming Force Majeure); (G) acts, failures to act or orders of any kind of any governmental authority acting in its regulatory or judicial capacity (provided that the party claiming Force Majeure did not create or contribute to such act, failure or act or order); (H) the inability of either of the parties, despite having exercised its commercially reasonable efforts, to obtain in a diligent and proper manner any permits necessary for such party's compliance with its obligations under this Agreement; (I) transport accidents, whether they be maritime, rail, land or air; (J) equipment failure or equipment damage (provided such failure or damage was not caused by the intentional misconduct, gross negligence or recklessness of the party claiming Force Majeure); and (K) a material change in law or any other cause, whether enumerated herein or otherwise, not within the control of the party claiming Force Majeure, which precludes that party from carrying out, in whole or in part, its obligations under this Agreement. Force Majeure with respect to a party shall not include any of the following events: (1) financial difficulties of such party; (2) changes in market conditions affecting such party; or (3) delay in the compliance by any contractor or subcontractor of such party, except where such delay is caused by circumstances which would otherwise constitute Force Majeure under this Agreement if such party were the affected person

9. **Miscellaneous.**

a. **Assignment.** Prior to Project Completion, Developer shall not, directly or indirectly, sell, assign, transfer, convey, mortgage or encumber the Property during the term of this Agreement unless it first obtains the prior written consent of the City, which consent shall not be unreasonably withheld. Following Project Completion, no such restrictions on transfer shall apply; provided, however, that 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. Notwithstanding the foregoing, the City agrees that Developer may obtain construction financing for the Project and, in connection therewith, mortgage the Property and/or collaterally assign this Agreement or the Tax Increment Bond payments to Developer's lender(s) as part of the Developer's TIF Loan or other 3rd-party financing for the Project.

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 either by (i) United States registered or certified mail (postage prepaid), or (ii) by an independent overnight courier service, or (iii) by e-mail, addressed to the addresses specified below:

Notices to Developer:

Foundry on 3rd Ph 1, LLC
1818 Parmenter Street, Suite 400
Middleton, WI 53562
Attn: Legal
Email: legal@twallenterprises.com AND Terrence@twallenterprises.com

Notices to the City:

City of Wausau
407 Grant Street
Wausau, WI 54403
Attn: City Clerk
Email: clerk@ci.wausau.wi.us

with a copy to:

City of Wausau
407 Grant Street
Wausau, WI 54403
Attn: City Attorney
Email: cityattorney@ci.wausau.wi.us

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.

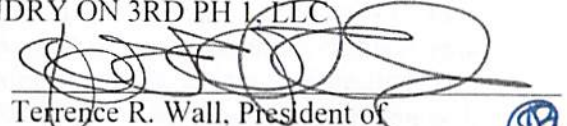
[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date first printed above.

DEVELOPER:

FOUNDRY ON 3RD PH I, LLC

By: _____

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

THE CITY

CITY OF WAUSAU

By: _____

Katie Rosenberg, Mayor

Attest: _____

Kaitlyn Bernarde, Clerk

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date first printed above.

DEVELOPER:

FOUNDRY ON 3RD PH I, LLC

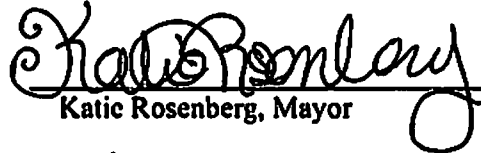
By: _____

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

THE CITY

CITY OF WAUSAU

By: _____

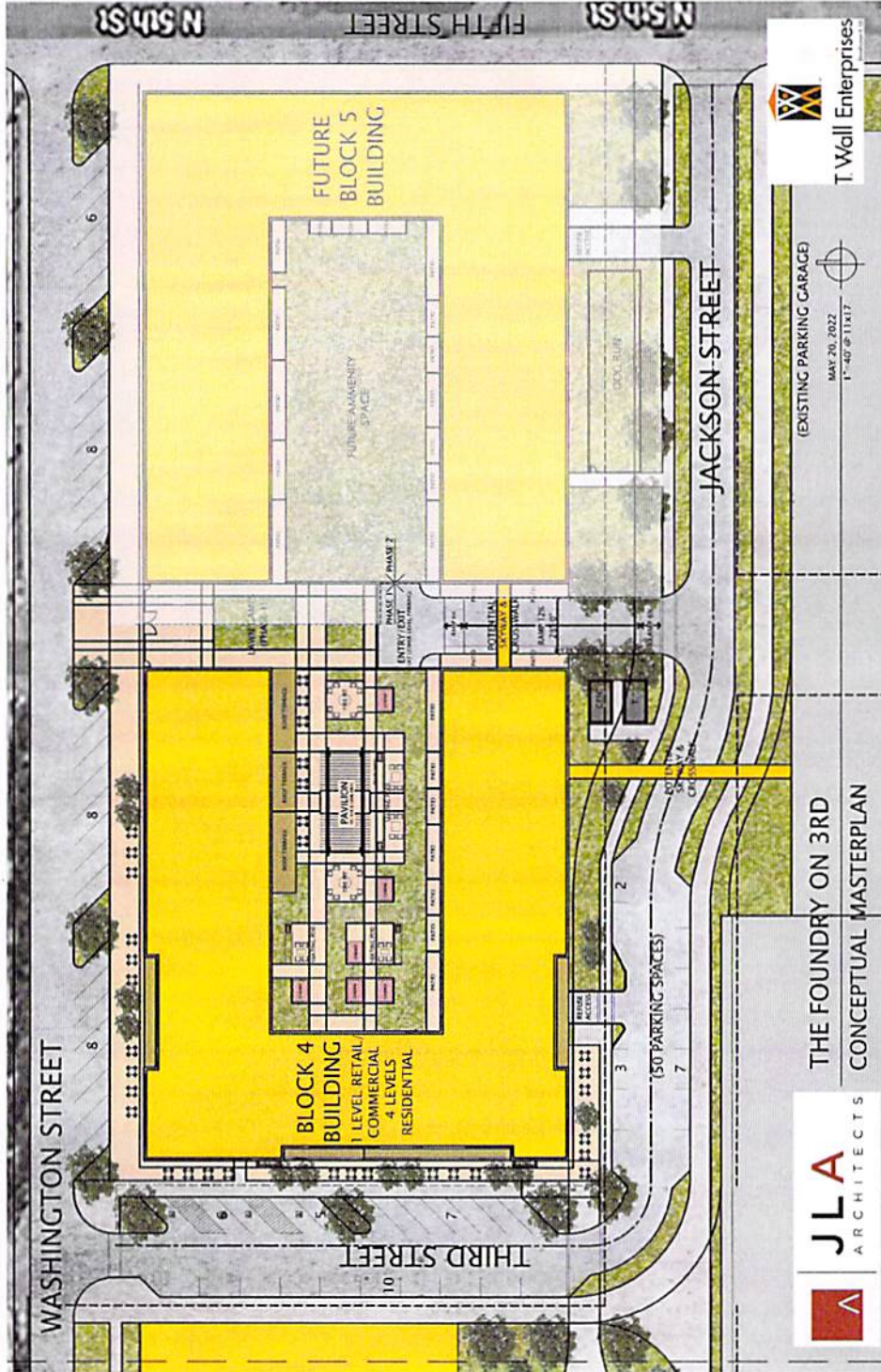

Katie Rosenberg, Mayor

Attest: _____


Kaitlyn Bernard, Clerk

EXHIBIT B

GENERAL SITE PLAN



T Wall Enterprises

(EXISTING PARKING GARAGE)
MAY 20, 2022
1" = 40' @ 11x17

THE FOUNDRY ON 3RD
CONCEPTUAL MASTERPLAN

JLA
ARCHITECTS

EXHIBIT C

FORM OF MEMORANDUM

[Attached to this cover page]

**MEMORANDUM OF
DEVELOPMENT AGREEMENT**
(Foundry on 3rd Ph 1)

Document Number

Document Name

THIS MEMORANDUM OF DEVELOPMENT AGREEMENT (this "Memorandum") is made and entered into as of the ____ day of _____, 2022 [**NOTE: TO BE DATED AS OF DATE OF LAND PURCHASE**], 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 FOUNDRY ON 3RD PH 1, LLC, a Wisconsin limited liability company, with offices located at 1818 Parmenter Street, Suite 400, Middleton, WI 53562 ("Developer"), on the other hand (the City and Developer are referred to herein, collectively, as the "Parties").

WHEREAS, the Parties entered into a certain Development Agreement (Foundry on 3rd Ph 1) dated as of September 28, 2022 (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, 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.

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 receive a payment-in-lieu of taxes in the Property is assessed for less than an agreed-upon minimum

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.

equalized value or in event the Property, or any part of it, becomes exempt or partially exempt from general property taxes during the term of the Development Agreement, all as set forth in more particularity 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]

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

[To be added - should be consistent with description on deed to Developer]

PIN(s): [_____]

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

THIS FIRST AMENDMENT TO DEVELOPMENT AGREEMENT (this “Amendment”) is made as of the _____ day of August, 2023 (the “Effective Date”), by and between the CITY OF WAUSAU, a Wisconsin municipal corporation (the “City”), and FOUNDRY ON 3RD PH 1, LLC, a Wisconsin limited liability company (“Developer”).

RECITALS

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

WHEREAS, after the execution of the Development Agreement, the timing of the Project has evolved; and

WHEREAS, subject to the terms and conditions herein, the City and Developer desire to amend the Development Agreement as set forth herein.

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

1. Amendments to Development Agreement. The Development Agreement is hereby amended as follows:
 - a. Section 1.o. is hereby amended such that the Project Commencement Deadline shall be June 1, 2024.
 - b. Section 1.q. is hereby amended such that the Project Completion Deadline shall be November 1, 2025.
 - c. Section 2.d.i. is hereby amended such that the Minimum Assessed Value requirement shall commence the tax year following the year of Project Completion, but in no event later than tax year 2026.
 - d. Section 3.a. is hereby amended by deleting the following words: “By way of example, if Project Completion is accomplished in calendar year 2024, then the first installment of the grant will be paid on or before August 15, 2025 based on the 2024 property tax bill payment(s).” and replacing them with the following: “By way of example, if Project Completion is accomplished in calendar year 2025, then the first installment of the grant will be paid on or before August 15, 2026, based on the 2025 property tax bill payment(s).”

2. Developer Acknowledgement. Developer hereby acknowledges that, because the year of Project Completion may be delayed by one year, at least one fewer installment of the Tax Increment Grant may be available to Developer, which may result in a reduction of the aggregate amount of the Tax Increment Grant provided by the City to Developer throughout the term of the Development Agreement.

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

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

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

4. Reaffirmation of Development Agreement. The Development Agreement, as modified by this Amendment, remains in full force and effect, and all terms of the Development Agreement, as modified hereby, are hereby ratified and reaffirmed by Developer. The provisions of the Development Agreement not affected by this Amendment remain in full force and effect.

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

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

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

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

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

DEVELOPER:

FOUNDRY ON 3RD PH 1, LLC

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

THE CITY

CITY OF WAUSAU

By: _____
Katie Rosenberg, Mayor

Attest: _____
Kaitlyn Bernarde, Clerk

RESOLUTION OF THE ECONOMIC DEVELOPMENT COMMITTEE

Approving Termination of Lease Agreement with Marathon County UW-Extension – 700 Grand Avenue

Committee Action: Approved 5-0

Fiscal Impact: None

File Number: 18-0911

Date Introduced: August 8, 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 September 11, 2018, the City approved entering into a Lease Agreement with Marathon County UW-Extension to lease 700 Grand Avenue for a therapeutic healing community garden; and

WHEREAS, the Lease indicated that the property was acquired for redevelopment; and

WHEREAS, on November 15, 2022, Council approved a housing development project at 700 Grand Avenue with Commonwealth Development Corporation and a Planning Option Agreement was executed; and

WHEREAS, your Economic Development Committee, at their August 1, 2023 meeting, discussed and recommended terminating the Lease Agreement with Marathon County UW-Extension.

NOW, THEREFORE, BE IT RESOLVED that the Common Council of the City of Wausau hereby approves terminating the Lease Agreement between the City and Marathon County UW-Extension for the property at 700 Grand Avenue and directs the proper city officials to execute the Termination of Lease Agreement.

Approved:

Katie Rosenberg, Mayor

MINUTES

Economic Development Committee Meeting

Date / Time: Wednesday, August 1, 2023, at 5:15 P.M. | **Meeting called to order by** Watson at 5:15 P.M.

In Attendance

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

Others Present: Kody Hart, Liz Brodek, Randy Ffrick, Atty. Jacobson, Mayor Katie Rosenberg, Chuck Ghidorzi (WOZ), Nick Patterson (T Wall), Alder Doug Diny, Alder Michael Martens

In accordance with Chapter 19, Wisc. Statutes, notice of this meeting was posted and sent to the Daily Herald in the proper manner.

Agenda Item 7 – Discussion and possible action on termination of lease agreement with Marathon County UW-Extension (*Brodek*)

Atty. Jacobson noted this item is housekeeping due to oversight. Marathon County UW-Extension previously leased the lot at 700 Grand Ave for a healing garden. Atty. Jacobson noted the trees have been relocated and formally terminating the lease is needed to document and officially close out their file.

*Lukens motioned to approve the motion, seconded by Henke. **Approved Unanimously 5-0***



Office of the City Attorney


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

Anne L. Jacobson
City Attorney

Tara G. Alfonso
Assistant City Attorney

STAFF MEMO

TO: Economic Development Committee Members

FROM: Anne Jacobson, City Attorney 

RE: Termination of Lease Agreement with Marathon County-UW Extension - 700 Grand Avenue

DATE: July 20, 2023

Purpose: The purpose of this item is to discuss the Termination of Lease Agreement with Marathon County-UW Extension regarding 700 Grand Avenue.

Facts: On September 11, 2018, Council approved entering into a lease agreement with Marathon County-UW Extension for a therapeutic healing community garden at 700 Grand Avenue. The termination clause states the property was acquired for redevelopment and either party could terminate the Agreement upon 30 day's prior written notice to the other party.

On November 15, 2022, Council approved a housing development project at 700 Grand Avenue submitted by Commonwealth Development Corporation and a Planning Option Agreement was executed.

The Marathon County-UW Extension has relocated the vegetation that was planted at 700 Grand Avenue.

Staff Recommendation: Approval of the Termination of Lease Agreement.

TERMINATION OF LEASE AGREEMENT

The undersigned certifies that the City of Wausau ("City") is the present owner of the property at 700 Grand Avenue in which a Lease Agreement for the creation of a therapy garden was executed with the Marathon County-UW Extension on February 18, 2019, and recorded in the office of the Register of Deeds of Marathon County, Wisconsin, on March 13, 2019, as Document Number 1776050.

The City approved a housing development project at 700 Grand Avenue submitted by Commonwealth Development Corporation on November 15, 2022, for which a Planning Option Agreement was executed and the City wishes to terminate the Lease Agreement for redevelopment.

Dated this _____ day of _____, 2023.

**MARATHON COUNTY UW-EXTENSION
(LESSEE)**

CITY OF WAUSAU (LESSOR)

Lance Leonhard, County Administrator

Katie Rosenberg, Mayor

Kim Trueblood, Clerk

Kaitlyn A. Bernarde, Clerk

STATE OF WISCONSIN)
)ss.
COUNTY OF MARATHON)

Personally came before me this _____ day of _____, 2023, the above named Lance Leonhard, County Administrator, and Kim Trueblood, Clerk, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Notary Public, Wisconsin
My commission:_____

STATE OF WISCONSIN)
)ss.
COUNTY OF MARATHON)

Personally came before me this _____ day of _____, 2023, the above named Katie Rosenberg, Mayor, and Kaitlyn A. Bernarde, Clerk for the City of Wausau, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Notary Public, Wisconsin
My commission:_____

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

RECORDED

March 13, 2019 4:02 PM

DEAN J. STRATZ, REGISTER OF DEEDS

DOC# 1776050 PAGES: 7



Recording Area

Name and Return Address

**Office of the City Attorney
City Hall - 407 Grant Street
Wausau, WI 54403**

(Charge to City of Wausau)

PIN: 37.291.2907.363.0031

LEASE AGREEMENT

This Lease, made this 18th day of February, 2019, ("Lease"), between the City of Wausau, a municipal corporation, located in Marathon County, Wisconsin ("Lessor") and Marathon County UW-Extension ("Lessee").

WHEREAS, Lessor is the owner of record of 700 Grand Avenue located in the City of Wausau, ("Property"), and

WHEREAS, Lessee desires to lease from Lessor, the Property owned by Lessor for the purpose of establishing a therapeutic healing garden.

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Premises.** The premises which are subject to this Lease consist of the Property depicted on Exhibit A attached hereto and made a part hereof ("Premises") to be used for a therapeutic healing garden.
2. **Term/Commencement.** This lease shall be for an initial one-year term, commencing March 1, 2019. Upon conclusion of the term, the lease shall automatically renew for successive one (1) year terms on identical terms which will be reviewed and renegotiated after the initial term and every like term thereafter unless and until at least thirty (30) days prior to the end of the term or any renewal term, either party notifies the other of its desire to terminate the lease upon the conclusion of such term or renewal term; or the lease is terminated in accordance with those provisions set forth in paragraph 7.
4. **Use.** Lessee shall use the Premises for purposes of establishing a temporary, seasonal therapeutic healing garden. Lessor shall provide water for the Property. Lessee must repair any damage caused by its negligent or improper use of the Premises. If fencing is desired by Lessee, Lessee is responsible for obtaining a fence permit from Lessor. No improvements, such as parking surfaces, shall be undertaken without the approval of Lessor which shall not unreasonably be withheld.

5. **Insurance.** Lessee shall maintain a general liability insurance policy in the amount of \$1,000,000.00 per occurrence, \$2,000,000.00 general aggregate, for bodily injury, personal injury and property damage. Such coverage shall be primary. Prior to execution of this Lease, Lessee shall furnish to Lessor a Certificate of Insurance and upon request, certified copies of the required insurance policies. The Certificate shall name Lessor, its employees, agents, representatives, and elected or appointed officials as additional insureds. The policy of insurance shall state that coverage shall not be cancelled by the insurer in less than thirty (30) days after the insured and Lessor have received written notice of such cancellation.

6. **Indemnification and Release.** Lessee shall defend, indemnify and hold harmless Lessor, its employees and agents from and against all liabilities, losses, judgments, actions, suits, obligations, debts, demands, damages, penalties, claims, costs, charges and expenses, including reasonable attorneys' fees, of any kind or of any nature whatsoever which may be imposed, incurred, sustained or asserted against the Lessor, its employees and agents by reason of any injury or death to any person, or loss, damage, or destruction of any property or loss of use thereof, or otherwise arising directly or indirectly as a result of Lessee's actions or omissions under this Lease.

Lessee hereby releases the Lessor, its employees and agents from and against all liabilities, losses, judgments, actions, suits, obligations, debts, demands, damages, penalties, claims, costs, charges and expenses, including reasonable attorneys' fees, which may arise directly or indirectly as a result of the actions or omissions of Lessee under this Lease.

7. **Termination.** The Property was acquired for infrastructure use or redevelopment. Either party may terminate this Agreement upon 30 days' prior written notice to the other party. At the termination of this Lease, Lessee shall deliver the Premises to Lessor, its agents, successors or assigns in as good condition as at the commencement of the term of this Lease, excepting ordinary wear and tear to the Premises, and will deliver peaceful and quiet possession to the Lessor. Lessee shall also return to the Lessor the key to the Property.

8. **Assignment and Sublease.** The Lessee shall not assign the Lease, nor sublet the Premises or any part thereof, without the written consent of the Lessor.

9. **Survival of Obligations.** The obligations set forth in paragraph 6 shall survive the termination or expiration of this Lease.

10. **Amendments.** This Lease constitutes the entire agreement and understanding of the parties, and supersedes all offers, negotiations, and other agreements of any kind. There are no representations or understandings of any kind not set forth herein. Any modification of or amendment to this Lease must be in writing and executed by both parties.

11. **Notices.** All notices required by this Lease to be in writing shall be deemed given upon receipt by a party and given either by personal delivery or prepaid, first class mail sent to Lessor, in care of the City Clerk, City Hall, 407 Grant Street, Wausau, Wisconsin 54403, and to Lessee in care of Corporation Counsel, 500 Forest Street, Wausau, Wisconsin 54403. Notices shall be effective upon delivery or refusal of delivery at the above specified address. Changes in respective address may be made from time to time by written notice.

12. **Severability.** If any portion of this Lease shall become illegal, null or void or against public policy, for any reason, or shall be held to be invalid or unenforceable by any court of competent jurisdiction, the remaining portions of this Lease shall not be affected thereby and shall remain in full force and effect to the fullest extent permissible by law.

13. **Waiver.** The failure of either party to enforce any of the provisions of this Lease shall not be construed as a waiver of such provision or of the right of the party thereafter to enforce each and every such provision.

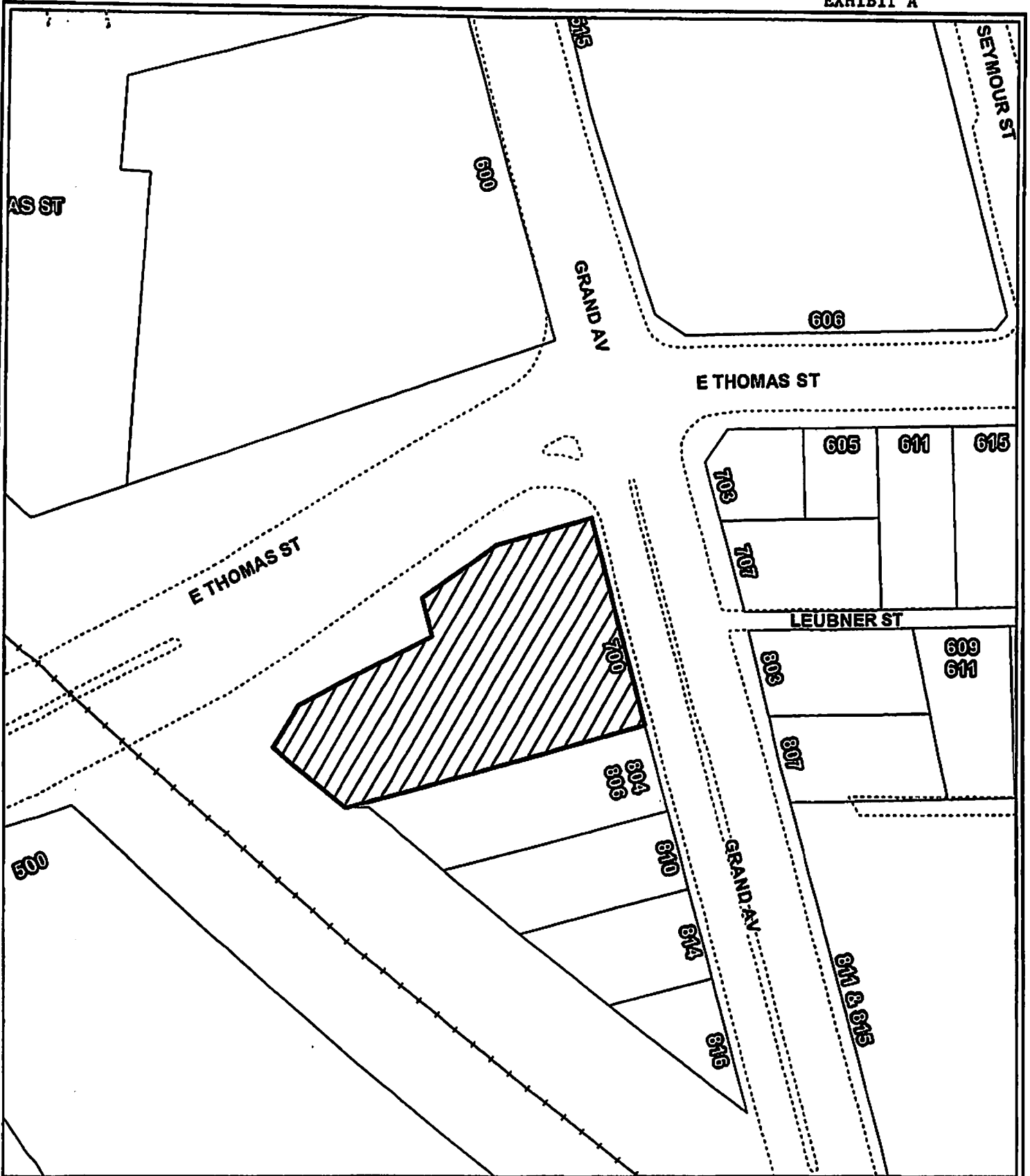
14. **Authority to Bind.** The undersigned General Partner of Lessee represents and warrants that he/she/it is fully authorized and empowered to enter into this Lease and that the performance of Lessee's obligations under this Lease will not violate any agreement between Lessee and any other person, firm, or organization.

[Signatures follow on next page.]

**Proposed Lease
700 Grand Avenue
291-2907-363-0031**

Part of Lot 1, Assessor's Plat Number Five to the City of Wausau, Section 36, Township 29 North, Range 7 East, City of Wausau, Marathon County, Wisconsin, described as follows:

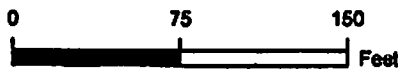
All of said Lot 1 except that portion dedicated for right-of-way as described in Document No. 1408227 recorded in the Office of Register of Deeds for Marathon County.



City of Wausau
Marathon County Wisconsin

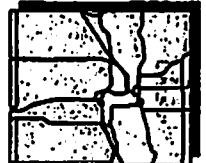


Map Date: November 29, 2018



 Area of Interest

Map Location



NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Wausau that proper city officials are hereby authorized and directed to enter into a Master Services and Purchasing Agreement with Axon Enterprise, Inc., for a term of 10 years, in substantial compliance with the attached Agreement.

Approved:

Katie Rosenberg, Mayor

FINANCE COMMITTEE

Date and Time: Tuesday, July 25, 2023 @ 5:30 p.m., Council Chambers

Members Present: Michael Martens, Carol Lukens, and Doug Diny

Members Excused/Absent: Sarah Watson, and Lisa Rasmussen

Others Present: Maryanne Groat, Ben Bliven, Matt Barnes, Melinda Pauls, Todd Baeten, Robert Barteck, Eric Lindman, Dustin Kraege, Liz Brodek, Randy Fifrick, Kaitlyn Bernarde, Kody Hart

Discussion and possible action regarding the proposed Axon contract for Public Safety Software Suite of Services including body worn and in-squad cameras, tasers, interview room recording and digital evidence management and storage and related budget impacts.

Captain Baeten provided context and details on the proposed contract. The Police Department is already a customer of Axon for tasers and body cameras. This would update the contract once the current contract expires at the end of this year to also include in-squad cameras, interview room recording, and digital evidence management and storage. An RFP was put out for these services and upon review, Axon was the best choice. The new contract would be on a ten-year term at a rate of approximately \$275,000 a year.

Diny questioned if more training would need to be conducted to take on this new equipment and evidence management and storage. It was stated that the time savings the management system would provide would offset the training time costs and provide opportunities for more efficiencies. Diny questioned how this was funded in the past. It was stated that the current and expiring contract was approximately \$120,000 a year. The ten-year contract should realize significant savings and agreeing to a long-term contract can ensure a year-by-year rate does not increase.

Martens questioned if these are separate agreements for each item or a bundled agreement for all the outlined services. It was stated that tasers were separated out in the outlined agreement to carry out the RFP process.

Diny questioned if the Finance Director agreed the terms of the contract. Director Groat concurred agreement with the terms of the contract.

Motion by Diny, second by Lukens to approve. Motion carried 3-0.

FINANCE COMMITTEE

Date and Time: Tuesday, July 11, 2023 @ 5:30 p.m., Council Chambers

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

Others Present: Maryanne Groat, Katie Rosenberg, Ben Bliven, Anne Jacobson, Eric Lindman, Tammy Stratz, Randy Fifrick, Matthew Rosenbloom-Jones, Gary Gisselman, Tom Kilian, Mary Goede, Kody Hart

Discussion and possible action regarding acceptance of Public Health Vending Machine Program (PHVM) \$80,000

Rasmussen explained that the Police Department has been awarded a grant from the Opioid Settlement Fund for the purchase of these machines to mitigate overdoses. This would authorize the Department to accept the grant.

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



WAUSAU

*...as the standard of
excellence in policing*

Memorandum

From: Captain Melinda Pauls, Police Department

To: Finance Committee

Date: July 11, 2023

Re: Acceptance of Public Health Vending Machine (PHVM) Program Funding

Purpose:

Requesting acceptance of awarded funds in the amount of \$80,000 for the purchase of two outdoor health vending machines, setup, maintenance, and supplies.

Background:

Our community experienced 36 reported drug-related overdoses in 2022, including nine fatalities. In 2023 our community has already seen 8 reported drug-related overdoses, three of which have been fatal.

PHVMs, also referred to as harm reduction vending machines, act as a safe haven for people to obtain no cost, stigma free preventative health and wellness services. They provide the opportunity for discrete, confidential access to harm reduction tools, outside of traditional service provider hours of operation. The goal is to reduce overdose and overdose deaths, by increasing low barrier access to Naloxone and other public health and wellness supplies, within our community.

Wausau Police Department has been awarded funds for the Public Health Vending Machine (PHVM) Program from the Opioid Settlement Funding.

Impact:

The city agrees to accept funding to purchase two outdoor PHVMs. Partnerships have been made with Community Partners Campus and Healthfirst Network for the locations of the PHVMs. Marathon County Health Department has agreed to partner in the acquisition and stocking of supplies.

Recommendation:

Department recommends approving the funding awarded through the Wisconsin Department of Health Services and moving forward with the purchasing and deployment of PHVMs.

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

RESOLUTION OF THE PUBLIC HEALTH & SAFETY COMMITTEE	
Approving or Denying Various Licenses as Indicated	
Committee Action: <i>Pending</i>	
Fiscal Impact: <i>None</i>	
File Number: 23-0108A	Date Introduced: August 8, 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

WHEREAS, your Public Health and Safety Committee considered certain license applications at its August 8, 2023 meeting, and has made recommendations that are attached hereto in the meeting minutes and recommends these actions to the Council for its approval, now therefore

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

Approved:

Katie Rosenberg, Mayor

CLERK'S REPORT TO PUBLIC HEATH & SAFETY COMMITTEE

August 9, 2023 Meeting

AGENDA ITEM # 1

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

ADDITIONAL INFORMATION

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

1. **Temporary Class B Retailer (Picnic) Recommendations:** 1) Wausau River District, ExhibiTour Event on 08/12/2023, Wine Only; 2) Monk Botanical Gardens, Shakespeare in the Gardens from 8/10/2023 – 8/12/2023, Beer and Wine Only.
2. **Class II Special Event:** 2023 ExhibiTour on 8/12/2023

***Note:** Links to the Special Events applications will be emailed to the committee.

STAFF RECOMMENDATION

Approve or deny as indicated on the summary report including those that may be introduced at the meeting. Please let me know if you have any question regarding any license applications listed.

Kody Hart, Deputy Clerk
Date of Report: August 3, 2023
(715) 261-6616



PHS Date 08/08/2023

License ID	License Typ	Name	Address	Details	Business	Begin Dt	End Dt	Police	PHS	Council
184494	9027 - Class II	OPAL-WAHOSKE, BLAKE	316 SCOTT ST WAUSAU WI 54403	2023 EXHIBITOUR on 8/12/2023						
184095	9069 - Temporary Class B Retailer (Picnic)	,	518 S 7TH AVE WAUSAU WI 54401		MONK BOTANICAL GARDENS					
184495	9069 - Temporary Class B Retailer (Picnic)	OPAL-WAHOSKE, BLAKE	316 SCOTT ST WAUSAU WI 54403		WAUSAU RIVER DISTRICT					

Total Licenses

3