



OFFICIAL NOTICE AND AGENDA

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

Meeting of the:	COMMON COUNCIL OF THE CITY OF WAUSAU
Date/Time:	Tuesday, March 23, 2021 at 6:30 p.m.
Location:	City Hall (407 Grant Street, Wausau WI 54403) - Council Chambers
Members:	Patrick Peckham, Michael Martens, Tom Kilian, Tom Neal, Jim Wadinski, Becky McElhaney, Lisa Rasmussen, Sarah Watson, Dawn Herbst, Lou Larson, Deb Ryan

Call to Order			
Pledge of Allegiance / Roll Call / Proclamations			
Public Comment:	Pre-registered citizens for matters appearing on the agenda and other public comment.		
Communications:	Fire Chief Tracey Kujawa Retirement (Mayor Rosenberg)		
File #	CMT	Consent Agenda	ACT
21-0301	COUN	Minutes of previous meeting (3/09/21)	Place on file
21-0317	CISM	Preliminary Resolution Levying Special Assessments for 2021 North 12th Avenue Sidewalk Project	Approved 5-0
20-0509	PH&S	Ordinance Creating temporary ordinance Chapter 5.90 Relaxing Certain Code Requirements during COVID-19 Pandemic and Recovery for a period expiring on December 31, 2021, 11:59 pm to provide for COVID-19 temporary outdoor seating areas for restaurants, bars and taverns, authorize City staff review and approval of temporary outdoor seating areas and temporary expansion of licensed premises; temporarily amending Section 9.04.025 Consumption or possession of intoxicants on streets; temporarily amending Special Events Policies and Procedures	Approved 5-0
File #	CMT	Resolutions and Ordinances	ACT
21-0303		Mayor's Appointments	
20-0509	FIN	Resolution Waiving W.M.C. §3.06.010(a) for license applicants for 2021 license year due to extraordinary financial hardship resulting from COVID-19 pandemic	Approved 5-0
20-1109	FIN	Resolution Authorizing the modification to the City of Wausau Fees and Licenses Schedule adopted pursuant to Wausau Municipal Code §3.40.010(a) (2021 Comprehensive Fee Schedule)	Approved 5-0
21-0315	FIN	Resolution Approving alleged claim on excessive assessment – 2305 Sherman Street, LLC (2305 Sherman St.)	Failed 0-4
21-0316	FIN	Resolution Approving alleged claim on excessive assessment – Boston, Inc. (Tenant) - 1817 Stewart Avenue	Failed 0-5
21-0316	FIN	Resolution Approving alleged claim on excessive assessment – Boston, Inc. (Tenant) - 1818 Stewart Avenue	Failed 0-5
21-0316	FIN	Resolution Approving alleged claim on excessive assessment – Boston, Inc. (Tenant) - 1820 Stewart Avenue	Failed 0-5
03-1007	FIN	Resolution Approving the 2021 Community Development Block Grant Program Allocation	Approved 5-0
20-1109	FIN	Resolution Approving the purchase of a Fire Ladder Truck and related budget modification and debt issuance	Approved 5-0
20-0317	PH&S	Resolution Approving COVID-19 Related Mask Requirement City Wide	Approved 3-2
Suspend the Rules - 6(B) Filing (2/3 vote required)			
15-0708	FIN	Resolution Approving conveyance of additional land to Riverlife Wausau LLC – Phase I	Pending
15-0708	FIN	Resolution Authorizing express written consent to subordinate City's mortgage to Riverlife Wausau LLC to third-party lender exceeding \$8,500,000	Pending
20-0826	FIN	Resolution Amending Declaration of Covenants, Conditions, Restrictions and Easements for Wausau East Riverfront	Pending
03-0306	FIN	Resolution Authorizing the write off of certain uncollectible delinquent personal property tax accounts from the City's accounting records	Pending
02-0435	FIN	Resolution Designating Public Depositories and Authorizing Withdrawal of County, City, Village, Town or School District Monies	Pending
Public Comment & Suggestions			

CLOSED SESSION pursuant to 19.85(1)(f) Considering financial, medical, social or personal histories of specific persons which, if discussed in public, would likely to have a substantial adverse effect upon the reputation of any person referred to in such histories or data and 19.85(1)(g) conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to be become involved for the purpose of considering a worker's compensation settlement between the City of Wausau and an employee.

RECONVENE into Open Session to take action, if necessary, on Closed Session item(s).

Adjournment

Signed by Katie Rosenberg, Mayor

*Due to the COVID-19 pandemic, this meeting is being held in person and via teleconference. Members of the media and the public may attend in person, subject to the social distancing rules of maintaining at least 6 feet apart from other individuals, or by calling **1-408-418-9388**. **The Access Code is: 187 671 2426 Password: 3muQAdP3KY9**

Individuals appearing in person will either be seated in the Council Chambers or an overfill room, subject to the social distancing rules. Space available will be on a first come, first served basis. All public participants' phones will be muted during the meeting. Members of the public who do not wish to appear in person may view the meeting live on the City of Wausau's YouTube Channel <http://www.tinyurl.com/WAAMedia>, live 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 leslie.kremer@ci.wausau.wi.us with "Common Council public comment" in the subject line prior to the meeting start. All public comment, either by email or in person, will be limited to items on the agenda at this time. The messages related to agenda items received prior to the start of the meeting will be provided to the Mayor.

This Notice was posted at City Hall and transmitted to the Daily Herald newsroom on 3/19/21 @ 12:30 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) 261-6590 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, March 9, 2021 at 6:30 pm in the Council Chambers at City Hall.
Mayor Katie Rosenberg presiding.

Roll Call

3/09/2021

Roll Call indicated 11 members present.

<u>District</u>	<u>Aldersperson</u>	<u>Present</u>
1	Peckham, Patrick	YES
2	Martens, Michael	YES
3	Kilian, Tom	YES
4	Neal, Tom	YES (<i>WebEx</i>)
5	Wadinski, Jim	YES
6	McElhaney, Becky	YES
7	Rasmussen, Lisa	YES
8	Watson, Sarah	YES (<i>WebEx</i>)
9	Herbst, Dawn	YES
10	Larson, Lou	YES
11	Ryan, Debra	YES (<i>WebEx</i>)

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

- 1) Bruce Grau, 1115 N 10th St, spoke on affordable housing and the Knudson project on Thomas Street and 1300 Cleveland Avenue.
- 2) Jaxon Seeger, 525 S 6th Ave, indicated he started the Wausau Transfam Alliance group, spoke in favor of passing the resolution banning conversion therapy.
- 3) Kristin Whitaker, 203 N Emerald Dr, family physician in Wausau, expressed concerns about the resolution banning conversion therapy because of the extreme complexity of these issues. She did not feel it would protect people and could possibly make things worse.

Consent Agenda

3/09/2021

Motion by Peckham, second by Larson to adopt all the items on the Consent Agenda as follows:

21-0201 Minutes of the previous meeting (2/23/21)

20-0824 Ordinance of the Capital Improvements & Street Maintenance Committee Designating “church parking only” for 12 stalls on the west side of N. 2nd Street between Grant and McClellan Streets.

21-0304 Ordinance of the Capital Improvements & Street Maintenance Committee Amending Section 10.20.080(a) designating no parking here to corner on the north side of the 500 block of Franklin Street from a point 50 feet west of the crosswalk at N. 6th Street back to N. 6th Street, on the south side of the 500 block of Franklin Street from a point 42 feet east of the crosswalk at N. 5th Street back to N. 5th Street and on the south side of the 500 block of Franklin Street from a point 172 feet west of the crosswalk at N. 6th Street back to N. 6th Street

21-0306 Ordinance of the Capital Improvements & Street Maintenance Committee Amending Section 10.20.080(a) designating no parking on the south side of the 900 block of Scott Street

21-0307 Ordinance of the Capital Improvements & Street Maintenance Committee Amending Section 10.20.080(a) designating no parking on the north side of Washington Street between 1st Street and 3rd Street

21-0309 Ordinance of the Plan Commission Rezoning 201 Devoe Street from LI, Light Industrial Zoning District to UMU, Urban Mixed-Use Zoning District

01-0251 Resolution of the Public Health & Safety Committee Approving Amendment to the Current Emergency Management Services Agreement with Marathon County

21-0108 Resolution of the Public Health & Safety Committee Approving or Denying Various Licenses.

Yes Votes: 11 No Votes: 0 Result: PASS

Motion by Herbst, second by Peckham to confirm the Mayor's Appointments.

Historic Preservation Commission – Patrick Bacher; Plan Commission – George Bornemann; Police & Fire Commission – William Harris; and Sustainability, Energy & Environment Committee – Ashley Lange

Yes Votes: 11 No Votes: 0 Result: PASS

21-0305**3/09/2021**

Motion by Larson, second by Rasmussen to adopt the Resolution of the Capital Improvements & Street Maintenance Committee Authorizing a Driveway in Excess of Forty-Four Feet for 1000 South 17th Avenue (Happy Enterprises LLP).

Yes Votes: 11 No Votes: 0 Result: PASS

21-0311**3/09/2021**

Motion by Martens, second by Rasmussen to adopt the Resolution of the Finance Committee Approving Small Government Enterprise Agreement with Environmental Systems Research Institute, Inc. (Esri).

Yes Votes: 11 No Votes: 0 Result: PASS

20-0317 Refer Back**3/09/2021**

Motion by Rasmussen, second by Herbst to adopt the Resolution of the Human Resources Committee Authorizing Covid-19 Incentive Program.

Toni Vanderboom stated since this item has gone to the HR Committee she received a fiscal impact update from the Fire Chief. She explained because of the way their time off sick leave is done and the calendar is pretty full, it would be difficult for the employees to take time off without resulting in overtime. Originally the fiscal impact statement was zero because we were not anticipating an overtime. Chief Kujawa estimates a fiscal impact of just under \$40,000 for her department. She further stated that benefit would have to be bargained for non-represented employees and therefore the impact would depend upon the nature of the agreement.

Jim Wadinski pointed out even if the fiscal impact says none, we are still paying people for not working. Vanderboom explained the fiscal impact is none because if it doesn't result in overtime it is already budgeted as payroll. The payroll pays an employee the same amount whether they are here or not, it is a set amount of pay per day. As long as the absence doesn't result in someone else working more time it is neutral for the budget. Wadinski commented although he agreed we should support our employees giving them the opportunity and the time to get vaccinated if that is their choice, but he was concerned with giving them a bonus for getting vaccinated.

Lisa Rasmussen questioned if they were having trouble getting employees to accept and take the vaccine, because if they are not having that issue this is a moot point. Vanderboom stated anecdotally there are reports of approximately 60% participation in vaccination and we are looking at ways of increasing that number.

Tom Kilian stated given the unanticipated issues that Human Resources has covered tonight, he would be more confident if they were able to nail down some of those financial complexities so it isn't so vague and wide open.

Becky McElhaney had questions as to parity; there may be another department that has to work short staffed without overtime. She felt these questions need to be answered fully before the Council votes on it. Pat Peckham agreed and felt given more time perhaps more will get vaccinated and there won't be a need for it.

Motion by McElhaney, second by Larson to refer the resolution back to Human Resources Committee.

Vote to refer back:

Yes Votes: 11 No Votes: 0 Result: PASS

19-1107**3/09/2021**

Motion by Peckham, second by Rasmussen to adopt the Resolution of the Plan Commission Amending the General Development Plan at 200 South 17th Avenue and 200 South 18th Avenue to allow for the expansion of indoor storage, in a PUD, Planned Unit Development Zoning District.

Yes Votes: 11 No Votes: 0 Result: PASS

21-0310

3/09/2021

Motion by Neal, second by Martens to adopt the Ordinance of the Plan Commission Rezoning 2101 and 2105 Grand Avenue from UMU, Urban Mixed-Use Zoning District to PUD, Planned Unit Development Zoning District and approve the General Development Plan to allow for two 16-unit apartment buildings.

Deb Ryan questioned if the new rules about housing requiring sprinkler systems in new apartments was going to apply. Deputy Chief Barteck stated it is typically based upon the number of units in the building.

Yes Votes: 11 No Votes: 0 Result: PASS

21-0308

3/09/2021

Motion by Kilian, second by Martens to adopt the Resolution of the Public Health & Safety Committee Supporting statewide ban on conversion therapy practices.

Rasmussen commented she was struggling with this issue because these practices aren't regulated by municipalities. The American Psychiatric Association and mental health professionals already denounce the practices described. She indicated she was contacted by a mental health professional that stated the city has no standing; it not only can't enforce it, but therapists can't defend themselves because they can't release their records and legitimate therapists aren't engaging in these behaviors anyway.

Lou Larson indicated he has been approached by clergy and questioned as to whether this will violate their first amendment rights. Anne Jacobson reiterated this is not a regulation/ordinance, it is just a resolution stating Council supports a statewide ban on conversion therapy practices. She stated the lawfulness or unlawfulness of banning conversion therapy is not firmly settled and there are no cases from the Seventh Circuit or the State of Wisconsin that would curtail any action by the city this evening concerning this pending resolution. She read some case law on content based regulation of speech, which is subject to strict scrutiny.

Mayor Rosenberg pointed out the action item of this resolution is stated: "Therefore, Be it Resolved that the Common Council of the City of Wausau supports a statewide ban on conversion therapy practices and directs the City Clerk to send copies of this resolution to the local legislatures, Governor Evers, and our local U.S. representatives and senators." She noted it is only asking the state to regulate itself, its own practices. *Lengthy discussion followed.*

Yes Votes: 11 No Votes: 0 Result: PASS

Suspend the Rules

3/09/2021

Motion by Kilian, second by Neal to Suspend Rules 6(B) Filing and 12(A) Referral of Resolutions and Ordinances.

Yes Votes: 11 No Votes: 0 Result: PASS

21-0120

3/09/2021

Motion by Rasmussen, second by Neal to adopt the Resolution of the Common Council Rescinding the prior Resolution #21-0120, Resolution of the Economic Development Committee of the City of Wausau approving the sale of 118, 120, 126, 130, 134 and 138 E. Thomas St. to Tyler Knudson Construction LLC for the construction of the Thomas Street Phase II Remnant Parcels Housing project, adopted January 26, 2021; and refer the issue back to the ED Committee.

Anne Jacobson explained the city released a Request for Proposal (RFP) on November 6, 2020 for six remnant parcels along the Thomas Street corridor from the previous redevelopment and reconstruction. The deadline was December 11, 2020 and one proposal was received from Tyler Knudson Construction to purchase all six of the lots for \$7,500 per lot for a total of \$45,000 from the city and they did not request any city participation in terms of money. The sale was approved by the Council on January 26, 2021. She reviewed what the RFP required and the Knudson proposal. She pointed out there is no contract with them with any binding acceptance or any closing date at this time, just the resolution approving the sale of six lots.

Sean Fitzgerald stated his office received a request from the developer to purchase one property first and one property at a time rather than all six up front. In discussions with the attorney, it was felt that was materially different than the approved proposal and felt it appropriate to bring this back to the Council.

Tyler Knudson confirmed the lender would prefer they built the houses one at a time rather than financing them in a larger group. Knudson stated the material costs have continued to spike, which affects the overall sale price. The houses have to sell for a return on our investment and the cost of the house has to make sense. Right now the cost of materials and everything involved with Covid pricing has gone upwards rather than down. He wanted to make sure the house they are building and pricing is going to sell in that area of this community. He felt having all six lots did not allow much test ground and tied up all of their cash. He commented we are not a developer tycoon, they are just community members. *Discussion continued.*

Yes Votes: 11 No Votes: 0 Result: PASS

13-0913

3/09/2021

Motion by Rasmussen, second by Wadinski to adopt the Ordinance of the Common Council Repealing Section 1.08.040 Primary, Section 2.02.030 Offices or positions not specified by ordinance, Chapter 2.72 Residency Requirement Abolished, Chapter 5.78 Cable TV Franchise, Section 9.23.050 Time to comply; amending Section 1.01.050 Definitions, Section 1.01.080 Title, chapter and section headings; creating Section 1.01.180 Supplementation of Code, Section 1.01.190 Altering Code, Section 1.01.200 Rates, charges, or fees established, Section 2.18.020 Bond and oath, Section 2.18.080 Substitute and Interim Municipal Justice, Section 2.64.010 Joint action ordinance adopted, Section 3.25.010 Definitions, Section 5.08.010 Definitions, Section 5.64.010 State statutes adopted, Section 5.64.065 Sale of “Class B” packaged goods, Section 5.68.020 Parking permit fee, Section 8.08.002 Construction & application, Section 8.08.012 Keeping of chickens, Section 8.08.120 Number of dogs & cats limited, Section 8.08.125 Restriction on animals other than dogs & cats, Section 8.08.160 Rabies control, Section 9.04.034 Penalties for misuse of E9-1-1, Section 9.04.037 Possession of marijuana—Prohibited, Section 9.06.010 Power of the court to punish for contempt of court, Section 9.08.030 Firearms and weapons restricted where prohibited, Section 10.01.090 Enforcement, Section 10.38.010 State statutes adopted, Section 13.28.080 Rates—Public fire protection services, Section 19.30.030 Private well permit, Section 19.40.030 State provisions adopted; Adding footnote to Section 1.01.080 Title, chapter and section headings, footnote to Chapter 1.08; Renaming Chapter 2.64 Civil Defense to Chapter 2.65 Emergency Management, Renaming Section 5.64.065 Sale of Class “B” packaged goods to Sale of “Class B” packaged goods.

Anne Jacobson explained a year ago the Council approved Municode to conduct a full legal review of our Municipal Code, which is excess of 1,000 pages, to check for conflicts, outdated provisions, and any other issues. This ordinance reflects the changes they recommend to clean up our code.

Yes Votes: 11 No Votes: 0 Result: PASS

13-0913

3/09/2021

Motion by Rasmussen, second by Neal to adopt the Joint Resolution of the Economic Development Committee and the Finance Committee Approving First Amendment to Ground Lease with Resurrection Parish – Diocese of La Crosse.

Yes Votes: 11 No Votes: 0 Result: PASS

21-0312 Amendment

3/09/2021

Motion by Rasmussen, second by Wadinski to amend the Resolution of the Park & Recreation Committee Amending Sections 9.20.010 Vehicle regulation, 9.20.020 Regulation of persons, 9.21.050 Controlled areas, 9.22.020 Jumping and diving from bridges prohibited, 10.38.010 State statutes adopted, and creating Section 10.01.060 Vehicle prohibition on city trails – to prohibit “motorized” vehicles on trails except by authorized personnel for the purpose of maintenance and/or emergency response.

Jacobson reviewed the changes she added to the ordinance after the committee voted, which had to do with the references to trails being placed separately in Chapter 10 of the code, as trails are not part of the parks addressed in Chapter 9.

Rasmussen questioned if there was an exception for municipal vehicles on the trails for the purpose of maintenance. Jacobson responded that there was not an exception, but that it could be added. Wadinski stated it should also include police and fire for patrol or emergency response.

Discussion continued regarding bicycles and electric-assist bicycles (E-Bikes). Jamie Polley noted Class I and II E-Bikes are no longer considered motorized vehicles. Bicycles and E-Bikes would fit under the definition of a bicycle and not a motorized vehicle.

Yes Votes: 11 No Votes: 0 Result: PASS

21-0312

3/09/2021

Motion by Wadinski, second by Peckham to adopt the Resolution of the Park & Recreation Committee Amending Sections 9.20.010 Vehicle regulation, 9.20.020 Regulation of persons, 9.21.050 Controlled areas, 9.22.020 Jumping and diving from bridges prohibited, 10.38.010 State statutes adopted, and creating Section 10.01.060 Vehicle prohibition on city trails, as amended on Council floor.

Yes Votes: 11 No Votes: 0 Result: PASS

Public Comment and Suggestions

None

Closed Session

3/09/2021

Motion by Rasmussen, second by Wadinski to convene into Closed Session pursuant to Wis. Stat. Section 19.85(1)(g) for the purpose of conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved, for the purpose of conferring with legal counsel regarding a settlement offer received in Marathon County Case No. 20-CV-435 (Frances Howe).

Roll Call Vote

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

<u>District</u>	<u>Aldersperson</u>	<u>Vote</u>
1	Peckham, Patrick	YES
2	Martens, Michael	YES
3	Kilian, Tom	YES
4	Neal, Tom	YES
5	Wadinski, Jim	YES
6	McElhaney, Becky	YES
7	Rasmussen, Lisa	YES
8	Watson, Sarah	YES
9	Herbst, Dawn	YES
10	Larson, Lou	YES
11	Ryan, Debra	YES

Reconvened into Open Session to take action on Closed Session item.**21-0314**

3/09/2021

Motion by Rasmussen, second by Larson to adopt the Resolution of the Common Council Approving agreement for settlement of lawsuit – Frances Howe et al vs. Benjamin W Price et al (City of Wausau), Marathon County Case No. 20CV435.

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

<u>District</u>	<u>Aldersperson</u>	<u>Vote</u>
1	Peckham, Patrick	YES
2	Martens, Michael	YES
3	Kilian, Tom	YES
4	Neal, Tom	YES
5	Wadinski, Jim	YES
6	McElhaney, Becky	YES
7	Rasmussen, Lisa	YES
8	Watson, Sarah	YES
9	Herbst, Dawn	YES
10	Larson, Lou	YES
11	Ryan, Debra	NV

Adjourn

3/09/2021

Motion by Wadinski, second by Kilian to adjourn the meeting. Motion carried unanimously. Meeting adjourned at 8:35 pm.

Katie Rosenberg, Mayor
Leslie M. Kremer, City Clerk

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

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

Preliminary Resolution Levying Special Assessments for 2021 North 12th Avenue Sidewalk Project

Committee Action: Approved 5-0

Fiscal Impact: None at this time. Construction would take place in 2021 and the special assessments would be levied when the project is substantially completed.

File Number: 21-0317

Date Introduced: March 23, 2021

FISCAL IMPACT SUMMARY

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

RESOLUTION

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

1. The Common Council hereby declares its intention to exercise its police power under Section 66.0701 of the Wisconsin Statutes and Section 3.24.020 of the Wausau Municipal Code to levy special assessments upon property for special benefits conferred upon such property by installing sidewalk on the east side of North 12th Avenue from Randolph Street to Merrill Avenue.

2. The public improvement shall include Portland cement concrete sidewalk.

3. The total amount assessed against the properties in the defined assessment district shall not exceed the total cost of the City's share of the improvements. The City Council determines that the improvements constitute an exercise of the police power and the assessment against each parcel shall be upon a reasonable basis. The final assessment bill will be sent to property owners upon substantial completion of the project.

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

Assessments under \$300: If payment is not made prior to November 1, 2021, the special assessment will be placed on the 2021 real estate tax bill and be due in full on or before January 31, 2022. There is no interest charged when paid in full. Assessments totaling less than \$300 must be paid in full and do not qualify for the five-year payment schedule.

Assessments totaling \$300 but less than \$20,000: If full payment is not made prior to November 1, 2021, assessments totaling \$300 but less than \$20,000 will automatically be placed on the five-year payment schedule on the 2021 real estate tax bill. Property owners may then pay their special assessment under either of two options:

- A. Payment in full without interest with the 2021 real estate taxes **OR**
- B. Payment of the first one-fifth of the assessment with the 2021 real estate taxes without interest. The remaining balance is paid in equal installments on the next four real estate tax bills and carries an interest charge of the borrowed fund rate plus 1% beginning February 1, 2022, on the unpaid balance. (The 2020 rate was 2.135%.) The remaining balance may be paid at any time with interest calculated through the month of payment.

Assessments over \$20,000: If payment is not made prior to November 1, 2021, assessments totaling \$20,000 or more will automatically be placed on the ten-year payment schedule on the 2021 real estate tax bill. Property owners may then pay their special assessment under either of two options:

- A. Payment in full without interest with the 2021 real estate taxes **OR**
- B. Payment of the first one-tenth of the assessment with the 2021 real estate taxes without interest. The remaining balance is paid in equal installments on the next nine real estate tax bills and carries an interest charge of the borrowed fund rate plus 1% beginning February 1, 2022, on the unpaid balance. (The 2020 rate was 2.135%.) The remaining balance may be paid at any time with interest calculated through the month of payment.

Real estate taxes may be paid in full or in three installments (January 31, April 30, July 31), however, the special assessments must be paid on or before January 31, 2022. No payments can be applied to real estate taxes if the special assessments are not paid. Section 74.12(11)(a), Wisconsin Statutes, specifically states if a treasurer receives a payment from a taxpayer which is not sufficient to pay all general property taxes, special assessments and special taxes due, the treasurer shall apply the payment to the amounts due, including interest and penalties, in the following order: (1) personal property taxes; (2) delinquent utility charges; (3) special charges; (4) special assessments; (5) special taxes; (6) real property taxes.

5. The Engineering Department shall prepare a report which shall consist of the preliminary plans for the proposed work, an estimate of the cost of the work, a schedule of the proposed assessments for each parcel; a copy of the report shall be filed with the City Clerk for public inspection. In accordance with Section 66.0703(7)(a), Wisconsin Statutes, notice shall be given of a public hearing on the project; the

hearing shall be held by the Board of Public Works in the Council Chambers of City Hall and will be scheduled in early 2021.

6. The installation of said improvements shall be accomplished according to the provisions of Title 12 and Chapter 3.24 of the Wausau Municipal Code, where applicable.

Approved:

Katie Rosenberg, Mayor

CAPITAL IMPROVEMENTS AND STREET MAINTENANCE COMMITTEE

Date of Meeting: March 11, 2021, at 5:15 p.m. in the Council Chambers of City Hall.

Members Present: Lisa Rasmussen, James Wadinski; *By WebEx*: Tom Neal, Debra Ryan, Lou Larson (Larson joined at 5:20 pm)

Also Present: Eric Lindman, Allen Wesolowski, TJ Niksich, Tara Alfonso, Lori Wunsch; *By WebEx*: Brad Lenz, Cord Buckner

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

Discussion and possible action on a preliminary resolution for the installation of sidewalk on the east side of 12th Avenue from Randolph Street to Merrill Avenue

Rasmussen noted this is regarding the block that runs alongside the Urban West apartment complex. A petition was received from residents in the area who want to complete the loop of sidewalk around the block. The majority of residents from the Village Cooperative walk. Urban West has added more traffic and people to the area, and a second building is planned for the future. Residents are looking for quality pedestrian accommodations.

Neal moved to approve the preliminary resolution for the installation of sidewalk on the east side of 12th Avenue from Randolph Street to Merrill Avenue. Seconded by Larson.

Wesolowski noted that in the past there have been discussions when sidewalk was installed on only one side of a street. For new sidewalk, the city pays 50% with abutting property owners paying the other half. There has been discussions in the past where sidewalk was installed on one side and both sides pay for 25%. However, it is hard to get people to understand the benefit of that. On 24th Avenue, the most recent project where sidewalk was installed on one side, the abutting property owners paid 50%. Wesolowski recommends assessing 50% to the east side of 12th Avenue.

Rasmussen has spoken with residents in the area who would appreciate the east side property owner paying for 50%. Much of the traffic that has increased in the area is the result of filling the buildings. When the property was acquired from the city, there was a meeting between the residents at Village Cooperative and representative from Swiderski. It was clear that the residents wanted sidewalk. She feels Swiderski has been aware from the early planning stages that there was going to be a need to close the loop of sidewalk.

Neal asked if property owners from the west side signed the petition. Rasmussen said almost all of the petitioners have the address of 1508 Merrill Avenue, which is the Village Cooperative.

When public hearing notices are sent, staff was directed to include notice that 50% would be charged to property owners on the east side of the street.

There being a motion and a second, motion to approve the preliminary resolution for the installation of sidewalk on the east side of 12th Avenue from Randolph Street to Merrill Avenue carried unanimously 5-0.

AGENDA ITEM

Discussion and possible action on preliminary resolution for the installation of sidewalk on the east side of 12th Avenue from Randolph Street to Merrill Avenue

BACKGROUND

A petition was received to install sidewalk on the east side of 12th Avenue from Randolph to Merrill Avenue (attached). The sidewalk is only being proposed on the east side; this section of sidewalk would close the loop for sidewalk on this large block. Funding for the sidewalk is included in the 2021 budget. The Board of Public Works met on February 23, 2021 and approved the installation of sidewalk.

A resolution is attached to assess a portion of the sidewalk installation to the abutting property owners for the installation of sidewalk. The policy on new sidewalk installation has been to assess half of the cost of the sidewalk to the abutting property owner. In past projects there has been consideration given to assessing 25% of the cost to each side of the roadway to share to cost. However, the most recent project staff could recall was the installation of sidewalk on 24th Avenue from Stewart Avenue to Sherman Street in 2010. On this project the east side where sidewalk was installed did pay 50% of the cost.

FISCAL IMPACT

The estimated cost of the installation of the sidewalk is \$45,000 - \$60,000

STAFF RECOMMENDATION

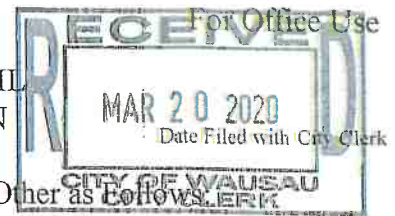
Staff recommends moving ahead with the project and setting up public hearing for the special assessments. Staff also recommends assessing half the project cost to the abutting property owners which would be consistent with past projects.

Staff contact: Allen Wesolowski 715-261-6762

C.C. Engineering
mayor

PETITION

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



A Petition For:

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

☐ Other as Follows:

Sidewalk

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

**Construction of a sidewalk next to Urban West apartments, on 12th Avenue
between Randolph Street and Merrill Avenue**

Signature of Electors	Print Name Clearly	Print Home Address	Date of Signing
1. <i>Russell Gilbertson</i>	Russell Gilbertson	1508 Merrill Ave. #115	3/19/20
2. <i>Terry Morrow</i>	Terry Morrow	1508 Merrill Ave #115	3/19/20
3. <i>Rodney Rogala</i>	Rodney Rogala	1508 Merrill Ave #110	3/19/20
4. <i>Randall K Backe</i>	Randall K Backe	1508 Merrill Ave #307	3/19/20
5. <i>Kathrine A. Backe</i>	Kathrine A. Backe	1508 Merrill Ave #307	3/19/20
6. <i>Esther Grulins</i>	Esther Grulins	1508 MERRILL AVE #416	3/19/20
7. <i>Viola Reinke</i>	Viola Reinke	" " " #105	3/19/20
8. <i>Tryphine O'Schuch</i>	Tryphine O'Schuch	1508 " " #107	3/19/20
9. <i>Mary Ann Crosby</i>	Mary Ann Crosby	1508 Merrill Ave. #217	3/19/20
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AFFIDAVIT OF CIRCULATOR

STATE OF WISCONSIN
CITY OF WAUSAU Jean Kapinsky being duly sworn disposes and says that he is a resident of the affected area, residing at 1508 Merrill Ave #212, Wausau in the City of Wausau; that he is personally acquainted with the persons who have signed the foregoing petition; that he knows them to be residents of the affected area; that they signed the same with full knowledge of the contents thereof; that their respective residents are stated therein; that each signer signed the same on the date stated opposite his name; and that he intends to support the petition.

Filed in the Office of the City Clerk and sworn to
before me this 20th day of March, 2020

Lishi M. Kemer
Signature of City Clerk or designee

Jean M. Kapinsky
(Signature of Circulator)

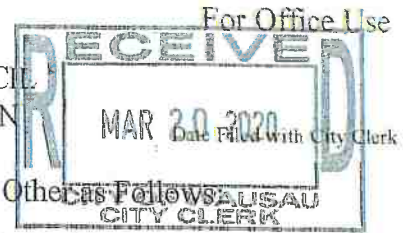
1508 Merrill Ave #212, Wausau
(Address of Circulator)

PETITION

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

A Petition For:

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



Sidewalk

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

**Construction of a sidewalk next to Urban West apartments, on 12th Avenue
between Randolph Street and Merrill Avenue**

Signature of Electors	Print Name Clearly	Print Home Address	Date of Signing
Linda Millum	Linda Millum	1508 Merrill Ave #206	3/14/2020
Ann Brandt	Ann Brandt	1508 Merrill Ave #211	3/14/2020
Elaine Hess	Elaine Hess	1508 Merrill Ave #201	3/14/2020
Lori Barton	Lori Barton	1508 Merrill #20	3-14-20
Carina Haines	CARINA HAINES	1508 MERRILL AVE #310	3/14/2020
Edward Cohen	Edward Cohen	1508 Merrill Ave #114	3/15/2020
Russ Mancl	RUSS MANCL	1508 MERRILL AVE #311	3/15/2020
Joyce Pagel	Joyce Pagel	1508 Merrill Ave #213	3/15/2020
Kenneth E. Haines	KENNETH E. HAINES	1508 MERRILL AVE #310	3/15/2020
Roger Cook	ROGER COOK	1508 MERRILL AVE	3/15/2020
Carol Mancl	Carol Mancl	1508 Merrill Ave	3/15/2020
Richard Czattor	Richard Czattor	1508 Merrill Ave #215	3/15-2020
Jackie Williams	Jackie Williams	1508 Merrill Ave #304	3/15/2020
Roberta Elliott	Roberta Elliott	1508 Merrill Ave #413	3/15/2020
Jean M. Kapinsky	Jean M. Kapinsky	1508 Merrill Ave #212, Wausau	3/20/2020

AFFIDAVIT OF CIRCULATOR

STATE OF WISCONSIN

CITY OF WAUSAU

Jean Kapinsky being duly sworn disposes and says that ^{she} ~~he~~ is a resident of the affected area, residing at 1508 Merrill Ave #212 Wausau, WI in the City of Wausau; that ^{she} ~~he~~ is personally acquainted with the persons who have signed the foregoing petition; that he knows them to be residents of the affected area; that they signed the same with full knowledge of the contents thereof; that their respective residents are stated therein; that each signer signed the same on the date stated opposite his name; and that he intends to support the petition.

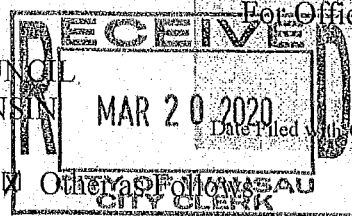
Filed in the Office of the City Clerk and sworn to before me this 20th day of March, 2020

[Signature]
Signature of City Clerk or designee

Jean M. Kapinsky
(Signature of Circulator)
1508 Merrill Avenue, Wausau, WI
(Address of Circulator)

PETITION

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



A Petition For:

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

Sidewalk

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

**Construction of a sidewalk next to Urban West apartments, on 12th Avenue
between Randolph Street and Merrill Avenue**

Signature of Electors	Print Name Clearly	Print Home Address	Date of Signing
1. Thomas R. Williams	THOMAS R. WILLIAMS	1508 MERRILL AVE #202	3-13-20
2. Virginia Neumüller	VIRGINIA NEUMÜLLER	1508 MERRILL AVE #202	3-13-20
3. Elmira Maxowski	ELMIRA MAXOWSKI	" " #112	3-13-20
4. Barbara J. Hartwig	BARBARA J. HARTWIG	1508 MERRILL AVE #204	3-13-20
5. Loretha L. Larson	LORETHA L. LARSON	1508 MERRILL AVE 210	3-13-20
6. Marilyn Figmler	MARILYN FIGMLER	1508 MERRILL AVE 408	3-14-20
7. LeAnn R. Salassa	LEANN R. SALASSA	1508 MERRILL AVE #419	3/14/2020
8. Peter R. Nielsen	PETER R. NIELSEN	1508 " " #417	3-14-20
9. Phyllis A. Bevers	PHYLLIS A. BEVERS	1508 MERRILL AVE #411	3-14-2020
10. Sally Nelson	SALLY NELSON	1508 MERRILL AVE #104	3-14-2020
11. Diane Grinsel	DIANE GRINSEL	1508 MERRILL AVE #302	3-14-2020
12. LaVonne Duernberger	LAVONNE DUERNBERGER	1508 MERRILL AVE #207	3-14-2020
13. Bill Duernberger	BILL DUERNBERGER	" " "	3-14-2020
14. Polly Petroff	POLLY A. PETROFF	1508 MERRILL AVE #317	3-14-2020
15. Sue Streiffert	SUE STREIFFERT	1508 MERRILL AVE #316	3-14-2020

AFFIDAVIT OF CIRCULATOR

STATE OF WISCONSIN

CITY OF WAUSAU

Jean Kapinsky

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

Filed in the Office of the City Clerk and sworn to before me this 20th day of March, 2020

Lishi M. Kure
Signature of City Clerk or designee

Jean M. Kapinsky
(Signature of Circulator)

1508 Merrill Ave #212, Wausau
(Address of Circulator)

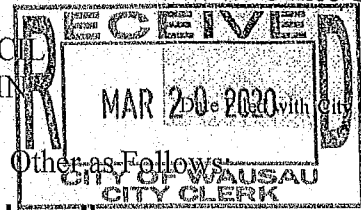
PETITION

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

A Petition For:

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

Other as Follows:
Sidewalk



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

**Construction of a sidewalk next to Urban West apartments, on 12th Avenue
between Randolph Street and Merrill Avenue**

Signature of Electors	Print Name Clearly	Print Home Address	Date of Signing
1. Robert Lamont	ROBERT LAMONT	1508 Merrill Ave #103	3/15/20
2. Ramert Carlson	Ramert Carlson	1508 Merrill Ave #409	3/15/20
3. Marsha Alexander	Marsha Alexander	1508 Merrill Ave #414	3/15/20
4. Gene Schulz	Gene Schulz	1508 MERRILL AVE #208	3/16/20
5. Lynn Schulz	Lynn Schulz	1508 MERRILL AVE #208	3/16/20
6. Darlene Caldwell	Darlene Caldwell	1508 Merrill Ave #302	3/16/20
7. Ruth Carlson	Ruth CARLSON	1508 MERRILL AVE #409	3/16/20
8. Rosemary Smith	Rosemary Smith	1508 Merrill Ave #216	3-16-20
9. Alice Britton	ALICE S. BRITTON	1508 Merrill Ave #314	3-16-20
10. Betty Battiker	BETTY BATTIKER	1508 MERRILL AVE #118	3-16-20
11. Loretta Larson	LORETTA LARSON	" " #210	3-16-20
12. Laurel Hoffmann	Laurel Hoffmann	1508 Merrill Ave, #205	3-16-20
13. Joan Cohen	JOAN COHEN	1508 MERRILL AVE #114	3/16/2020
14. Lois Burckle	LOIS BURCKLE	1508 MERRILL AVE #303	3/16/2020
15. David Kapinsky	DAVID KAPINSKY	1508 Merrill Ave 212	3/17/20

AFFIDAVIT OF CIRCULATOR

STATE OF WISCONSIN
CITY OF WAUSAU

Jean Kapinsky being duly sworn deposes and says that he is a resident of the affected area, residing at 1508 Merrill Avenue #212 Wausau in the City of Wausau; that he is personally acquainted with the persons who have signed the foregoing petition; that he knows them to be residents of the affected area; that they signed the same with full knowledge of the contents thereof; that their respective residents are stated therein; that each signer signed the same on the date stated opposite his name; and that he intends to support the petition.

Filed in the Office of the City Clerk and sworn to before me this 20th day of March, 2020

Leshi M. Krenner
Signature of City Clerk or designee

Jean M. Kapinsky
(Signature of Circulator)
1508 Merrill Avenue #212 Wausau
(Address of Circulator)

PETITION

For Office Use

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



A Petition For:

- | | | | |
|--|--|--|--|
| ☐ Alley Vacation | ☐ Sanitary Sewer | ☐ Storm Sewer | ☐ Other as Follows: |
| ☐ Blacktop Paving | ☐ Street Light | ☐ Watermain | |
| ☐ Curb and Gutter | ☐ Street Vacation | ☐ Zoning Change | <u>Sidewalk</u> |

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

**Construction of a sidewalk next to Urban West apartments, on 12th Avenue
between Randolph Street and Merrill Avenue**

Signature of Electors	Print Name Clearly	Print Home Address	Date of Signing
1. <i>Wagner Smith</i>	Wagner H Smith	1508 Merrill Ave #216	3/16/20
2. <i>Mary Schwenk</i>	Mary Schwenk	1508 Merrill Ave #402	3/17/2020
3. <i>Roger H. Kemp</i>	ROGER H. KEMP	1508 MERRILL AVE #318	3/17/2020
4. <i>Peter Elliott</i>	Peter Elliott	1508 Merrill Ave #413	3-17-20
5. <i>Gary Alexander</i>	GARY ALEXANDER	1508 Merrill Ave #414	3/17/20
6. <i>Barry Klein</i>	Barry Klein	1508 Merrill Ave #414	3/18/20
7. <i>Charlotte Hoecker</i>	Charlotte Hoecker	1508 Merrill Ave #315	3-18-2020
8. <i>Nancy Wheeler</i>	Nancy Wheeler	1508 Merrill Ave #106	3-19-2020
9. <i>William J. Schuba</i>	William J. Schuba	1508 Merrill Ave #407 Wausau 54401	3/19/2020
10. <i>Betty Cameron</i>	Betty Cameron	" " #309	3/19/2020
11. <i>Jack Burckle</i>	Jack Burckle	1508 MERRILL 503	3/19/2020
12. <i>Marek Block</i>	MAREK BLOCK	1508 MERRILL 418	3-19-2020
13. <i>James Schwenk</i>	James Schwenk	1508 Merrill 402	3-19-2020
14. <i>William Zastrow</i>	William Zastrow	1508 Merrill Ave	3-19-2020
15. <i>Richard Gehrt</i>	RICHARD GEHRT	1508 MERRILL AVE #412	3-19-2020

AFFIDAVIT OF CIRCULATOR

STATE OF WISCONSIN
CITY OF WAUSAU Jean Kapinsky being duly sworn disposes and says that he is a resident of the affected area, residing at 1508 Merrill Avenue #212, Wausau, WI in the City of Wausau; that he is personally acquainted with the persons who have signed the foregoing petition; that he knows them to be residents of the affected area; that they signed the same with full knowledge of the contents thereof; that their respective residents are stated therein; that each signer signed the same on the date stated opposite his name; and that he intends to support the petition.

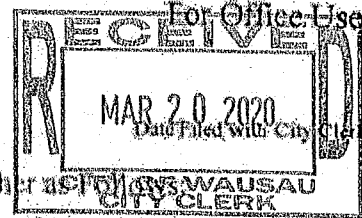
Filed in the Office of the City Clerk and sworn to
before me this 20th day of March, 2020

John M. Kremer
Signature of City Clerk or designee

Jean M. Kapinsky
(Signature of Circulator)
1508 Merrill Avenue #212, Wausau
(Address of Circulator)

PETITION

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



A Petition For:

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

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

**Construction of a sidewalk next to Urban West apartments, on 12th Avenue
between Randolph Street and Merrill Avenue**

Signature of Petitors	Print Name Clearly	Print Home Address	Date of Signing
<i>[Signature]</i>	Katherine L. Madsen	1508 Merrill Ave #116 Wausau, WI 54981	03-19-20
<i>[Signature]</i>	Lewanne Brotan	1508 Merrill Ave #101 Wausau, WI 54981	Mar 19, 2020
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15.			

AFFIDAVIT OF CIRCULATOR

STATE OF WISCONSIN

CITY OF WAUSAU

Jean M. Kapinsky being duly sworn disposes and says that ^{she} is a resident of the affected area, residing at 1508 Merrill Ave #212, Wausau in the City of Wausau; that ^{she} is personally acquainted with the persons who have signed the foregoing petition; that he knows them to be residents of the affected area; that they signed the same with full knowledge of the contents thereof; that their respective residents are stated therein; that each signer signed the same on the date stated opposite his name; and that he intends to support the petition.

Filed in the Office of the City Clerk and sworn to
before me this 20th day of March 2020

[Signature]
Signature of City Clerk or designee

[Signature]
(Signature of Circulator)

1508 Merrill Ave #212, Wausau
(Address of Circulator)

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

ORDINANCE OF THE PUBLIC HEALTH & SAFETY COMMITTEE

Creating temporary ordinance Chapter 5.90 Relaxing Certain Code Requirements during COVID-19 Pandemic and Recovery for a period expiring on December 31, 2021, 11:59 pm to provide for COVID-19 temporary outdoor seating areas for restaurants, bars and taverns, authorize City staff review and approval of temporary outdoor seating areas and temporary expansion of licensed premises; temporarily amending Section 9.04.025 Consumption or possession of intoxicants on streets; temporarily amending Special Events Policies and Procedures.

Committee Action: Approved 5-0

Ordinance Number:

Fiscal Impact: None

File Number: 20-0509

Date Introduced: March 23, 2021

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

Add ()

Delete ()

Section 1. That Section 5.90.010 Purpose and intent is hereby created to read as follows:

5.90.010 Purpose and intent. The Common Council recognizes the need to continue to prevent exposure to and spread of the COVID-19 coronavirus by maximizing social distancing during the COVID-19 pandemic and recovery. It further recognizes that restaurants within the City may have particular difficulty providing recommended social distancing while still being able to operate profitably especially given the large amounts of space typically reserved within restaurant establishments for food preparation areas, the need to maintain diner waiting areas, and to permit the operation of serving stations. The Common Council also recognizes that local bars and taverns additionally may struggle to provide recommended social distancing within their licensed establishments during the COVID-19 pandemic and recovery period. Accordingly, the Common Council wishes to provide temporary relief to restaurants by relaxing certain local code requirements during the COVID-19 pandemic and recovery period to allow those businesses to utilize public sidewalks, parking areas, and open spaces during this limited time period to maximize their service area. The Common Council also wishes to provide similar temporary relief to bars and taverns in accordance with the criteria set forth in section 5.90.060 of this chapter, recognizing that unique considerations with respect to the nature of such businesses that focus primarily on the service and consumption of alcohol beverages and the potential impact their outdoor operation may have on neighboring properties requires consideration of separate guidelines and a need for regulation different than that of restaurants. Therefore, notwithstanding any provision contained within the City of Wausau Municipal Code, during the period of emergency and recovery in response to COVID-19 and expiring on December 31, 2021, 11:59 pm, the Common Council implements the temporary rules contained in this chapter. Nothing in this temporary ordinance purports to alter state law respecting alcohol beverages set forth in ch. 125, Wisconsin Statutes. Outdoor seating area desired for permanent or long term use must be applied for pursuant to the existing and established municipal code provisions.

Section 2. That Section 5.90.020 Temporary sidewalk café permit is hereby created to read as follows:

5.90.020 Temporary sidewalk café permit. Any restaurant as defined in section 5.63.020(c) of this Code located within the City seeking to utilize the public sidewalk for additional seating for its establishment may apply for a temporary sidewalk café permit following the procedure set forth in subsections 5.63.040(a) and (b) Application for permit, of this Code and supplying the documents required therein. The sidewalk café standards of section 5.63.060 shall apply to all such temporary sidewalk cafes; however, where a restaurant is to participate in an approved special event under the City's Special Events Policy & Procedure as set forth in section 5.90.040(c), the restaurant may utilize the entire sidewalk in front of its establishment for temporary seating and service for the date and time period of the event, provided the special event provides for safe, alternate pedestrian access in the main thoroughfare of the adjacent street and the street has been authorized and provides for closure from vehicle traffic. Upon conclusion of the special event, or if a repeating event, at the conclusion of each individual event in the series, the restaurant shall resume providing pedestrian access as provided in section 5.63.060(c). Restaurants that have outdoor space located on their premises which is adjacent to the licensed full service restaurant such as a parking lot or other open area may utilize that space without obtaining a temporary sidewalk café permit.

Section 3. That Section 5.90.030 Approval and issuance of sidewalk café permit is hereby created to read as follows:

5.90.030 Approval and issuance of sidewalk café permit. (a) Delegation to city clerk. The city clerk is hereby authorized to approve or approve conditionally applications for temporary sidewalk café permits and issue such permits to the applicant. The city clerk may consult, as appropriate, with the fire chief, police chief, director of public works, and chief inspector and zoning administrator in determining whether to approve, conditionally approve, or recommend for denial a sidewalk café permit. Any application the city clerk deems should be denied shall be submitted to the public health & safety committee with the city clerk's recommendation to disapprove the same who shall consider the application and make a recommendation to the Common Council. Any person aggrieved by the decision of the Common Council may seek such other legal relief as may be available.

(b) Conditions. Upon consultation and with the recommendation of the fire chief, police chief, director of public works, or chief inspector and zoning administrator as appropriate, the city clerk may place conditions upon the temporary café permit approved under this ordinance that bear a reasonable relationship to requirements existing under state statutes or elsewhere in this Code and may include without limitation, conditions to reasonably control noise, the accumulation of trash or blowing or scattering of trash from the site, lighting and the disbursement and consumption of alcohol beverages.

(c) Appeals. Appeals from the determination of conditions applicable to a permit may be directed to the public health & safety committee and must be in writing and specifically set forth the alleged error in imposition of a condition upon the permit.

(d) Revocation or suspension. A temporary sidewalk café permit may be suspended or revoked as set forth in section 5.63.100 of this Code.

Section 4. That Section 5.90.040 Temporary amendment of licensed premises is hereby created to read as follows:

5.90.040 Temporary amendment of licensed premises. (a) Application. Any restaurant as defined in section 5.63.020(c) of this Code holding an alcohol beverage license may submit an application to temporarily expand the area identified as the licensee's "licensed premises" to include an area under an approved temporary sidewalk café permit, or an outdoor space located on their premises which is adjacent to the licensed full service restaurant such as a parking lot or other open area. The application for temporary amendment of licensed premises may be submitted at the same time as the application for the temporary sidewalk café permit.

(b) Expiration of temporarily expanded area. The temporarily expanded licensed premise area shall be effective only for a time period expiring December 31, 2021 at 11:59 pm or while the licensee holds a valid temporary sidewalk café permit under this chapter, whichever occurs first. Upon termination, relinquishment, revocation or suspension, or other expiration of the temporary sidewalk café permit or at 11:59 pm on December 31, 2021, whichever occurs first, the licensed premise area shall automatically return to the area identified and approved as part of the licensee's annual license application without further action required upon the part of the licensee or Common Council. The application for a temporary amendment of licensed premises shall include an acknowledgement and consent of the applicant to the automatic reversion of the temporary expansion as set forth herein in the form supplied by the city clerk. Further, the licensee's application for and acceptance of the temporarily expanded licensed premises area shall further demonstrate the licensee's consent to the automatic reversion of the licensed premises as provided herein.

(c) Additional temporary licensed premises amendment for special event participation. Any restaurant as defined in section 5.63.020(c) of this Code holding an alcohol beverage license and either a sidewalk café permit under section 5.64.035 or a temporary sidewalk café permit under this chapter, that is part of an approved special event under the City's Special Events Policy & Procedure may apply for an additional temporary amendment of licensed premises as provided and limited herein to include an area located within the parking stalls in the public street or roadway adjacent to its licensed premises and sidewalk café.

(1) Limitation on event. To be eligible for a temporary amendment of licensed premises under this subsection, the approved special event must be authorized and provide for closure of the street which encompasses the parking stalls to vehicle traffic; shall provide satisfactory access for emergency vehicles; be approved for an exemption from the prohibitions against consumption or possession of intoxicants on street under section 9.04.025(c); and, while the event may be a repeating event occurring on a weekly basis the series of which shall conclude no later than December 31, 2021, each individual event in the series must be of a duration not to exceed a 6 hour time period one day per week, excluding set up and take down.

(2) Submission of plan of operation. An applicant shall submit, along with the application for temporary amendment of licensed premises for special event participation, a plan of operation depicting placement of tables, boundaries and barriers of the outdoor seating during the special event, and other information deemed reasonably necessary by the city clerk to establish safety of the public and compliance with other requirements of this Code, and the specific date(s) and time period(s) for which the applicant is requesting the temporary amendment of licensed premises for purposes of participating in the approved special event.

(3) Expiration of additional temporary amendment. A temporary amendment of licensed premises to participate in an approved special event shall only be valid for the date and time of the special event. At the conclusion of the special event, or if a repeating event, at the conclusion of each individual event in the series, the licensed premise area shall automatically return to the area identified and approved as part of the licensee's annual license application, or if holding a temporary amendment approved under subsections (a) and (b) of this section to the temporary premises so authorized. The application for a temporary amendment of licensed premises for special event participation shall include an acknowledgement and consent of the applicant to the automatic reversion of the temporary expansion as set forth herein in the form supplied by the city clerk. Further, the licensee's application for and acceptance of the temporarily expanded licensed premises for special event participation shall further demonstrate the licensee's consent to the automatic reversion of the licensed premises as provided herein.

Section 5. That Section 5.90.050 Approval of temporary amendment of licensed premises is hereby created to read as follows:

5.90.050 Approval of temporary amendment of licensed premises. The city clerk is hereby authorized to approve or approve conditionally applications for temporary amendment of licensed premises under subsections 5.90.040(a) and (b) and temporary amendments of licensed premises for special event participation under subsection 5.90.040(c). Any application the city clerk deems should be denied shall be submitted to the public health & safety committee with the city clerk's recommendation to disapprove the same who shall consider the application and make a recommendation to the Common Council. Any person aggrieved by the decision of the Common Council may seek such other legal relief as may be available.

Section 6. That Section 5.90.060 Temporary outdoor operation for bars and taverns is hereby created to read as follows:

5.90.060 Temporary outdoor operation for bars and taverns. (a) Operation on public sidewalk. Any bar or tavern located within the City seeking to utilize the public sidewalk for additional seating for its establishment, that holds a valid alcohol beverage license, may apply for a temporary sidewalk café permit following the procedure set forth in subsections 5.63.040(a) and (b) of this Code and supplying the documents required therein. The sidewalk café standards of section 5.63.060 shall apply to all such temporary sidewalk operations. No application for outdoor seating under a temporary sidewalk café permit shall be approved in the absence of an approved temporary amendment to the licensed premises; the application for the temporary sidewalk café permit may be submitted at the same time as the application for temporary amendment of licensed premises. The city clerk and the police chief, or his/her designee are hereby authorized to jointly approve or approve conditionally applications for sidewalk café permits and issue such permits to the applicant. The city clerk and police chief may consult, as appropriate, with the fire chief, director of public works, and chief inspector and zoning administrator in determining whether to approve, conditionally approve, or recommend for denial a sidewalk café permit. Any application the city clerk and police chief, or his/her designee deem should be denied shall be submitted to the public health & safety committee with the city clerk's and police chief's recommendation to disapprove the same, who shall consider the application and make a recommendation to the Common Council. Any person aggrieved by the decision of the public health & safety committee may appeal to the Common Council. The provisions of section 5.90.030 (b) through (c) of this Code shall further apply to applications under this section. A temporary sidewalk café permit may be suspended or revoked as set forth in section 5.63.100 of this Code.

(b) Temporary amendment of licensed premises.

(1) Application. Any bar or tavern may submit an application to temporarily expand the area identified as the licensee's "licensed premises" to include an area for which it intends to seek a sidewalk café permit, or an outdoor space located on their premises which is adjacent to the licensed bar or tavern such as a parking lot or other open area. The application for temporary amendment of licensed premises may be submitted at the same time as the application for the temporary sidewalk café permit. The city clerk and the police chief, or his/her designee are hereby authorized to jointly approve or approve conditionally applications for temporary amendment of licensed premises. Any application the city clerk and police chief, or his/her designee deems should be denied shall be submitted to the public health & safety committee with the city clerk's and chief of police recommendation to disapprove the same, who shall consider the application and make a recommendation to the Common Council. Any person aggrieved by the decision of the public health & safety committee may appeal to the Common Council.

(2) Criteria for granting temporary amendment of licensed premises. No temporary amendment of licensed premises for outdoor seating under this section will be approved unless the applicant meets or supplies all of the following:

(i) Submits a site plan showing the size of the proposed temporary outdoor premises, ingress/egress to building, lot lines, setback and location of tables and identifies all structures zoned for residential purposes within fifty (50) feet of the proposed temporary outdoor premises.

(ii) The proposed temporary outdoor premises must be contiguous to the licensed premises approved as part of the applicant's original, annual license.

(iii) The proposed temporary outdoor premises must be entirely visible at all times from the indoor licensed premises or must have licensed bartender located within and supervising the temporary outdoor premises during its operation.

(iv) The proposed temporary outdoor premises cannot be greater than fifty (50) percent of the gross floor area of the applicant's licensed premises approved as part of the applicant's original, annual license.

(v) The proposed temporary outdoor premises must be located more than fifty (50) feet from a structure zoned for residential purposes, unless the applicant provides the written consent of all of the owners or tenants residing in such structure(s) to the operation of the proposed temporary outdoor premises.

(vi) The licensee or licensed establishment may not have more than 50 (fifty) demerit points pursuant to section 5.64.078 on the date of application.

(vii) The licensee or licensed establishment shall have no convictions under this Code for noise disturbance within one (1) year preceding the application.

(viii) If located on the City right of way, the applicant must agree to indemnify and hold the City harmless with respect to its activities on the right of way, provide the City with a certificate of insurance, name the city as an additional insured, and meet all other requirements of section 5.63.070.

(3) Expiration of temporarily expanded area. The temporarily expanded licensed premise area shall be effective only for a time period expiring December 31, 2021 at 11:59 pm or while the licensee holds a valid temporary sidewalk café permit under this chapter, whichever occurs first. Upon termination, relinquishment, revocation or suspension, or other expiration of the temporary sidewalk café permit or at 11:59 pm on December 31, 2021, whichever occurs first, the licensed premise area shall automatically return to the area identified and approved as part of the licensee's annual license application without further action required upon the part of the licensee or Common Council. The application for a temporary amendment of licensed premises shall include an acknowledgement and consent of the applicant to the automatic reversion of the temporary expansion as set forth herein in the form supplied by the city clerk. Further, the licensee's application for and acceptance of the temporarily expanded licensed premises area shall further demonstrate the licensee's consent to the automatic reversion of the licensed premises as provided herein.

(4) Standards and requirements. Any bar or tavern granted a temporary expansion of its licensed premises under this section shall comply with the following additional standards and requirements:

(i) The temporary outdoor premises shall only be permitted to be operated from 12:00 p.m. to 10:00 p.m.

(ii) The temporary outdoor premises shall be defined by an enclosure designed to separate and distinguish the outdoor area in such a way that patrons can be easily identified from passersby and other foot or vehicle traffic in order to ensure alcohol is not served to underage individuals.

(iii) Patrons must be seated unless engaged in entering or exiting the temporary outdoor premises.

(iv) Alcohol must be dispensed from service stations or areas located within the premises identified and approved as part of the licensee's annual license application; no service stations for alcohol may be established in the temporary outdoor premises.

(v) No part of the temporary outdoor premises may be utilized for recreational activities, including darts or card games.

(vi) Outdoor premises shall be further operated in accordance with the sidewalk café standards of W.M.C. §5.63.060(b)(1), (b)(4), (d) through (h) and (l).

(vii) Three or more substantiated noise complaints against the temporary outdoor premises during the period for which the temporary expansion is granted shall be sufficient grounds to revoke the temporary outdoor premises amendment subject to the provisions of Wis. Stat. §125.12.

Section 7. That subsection (c) of 9.04.026 Consumption or possession of intoxicants on streets is hereby amended to temporarily suspend the requirement that written requests for exemptions from the provisions of section 9.04.026(a) and (b) must be submitted 60 days in advance. Such written requests may be submitted at any time.

Section 8. That the provisions of the City of Wausau Special Events Policy and Procedures setting deadlines for submission of applications for special event approval are temporarily suspended. Applications may be submitted at any time.

Section 9. All provisions of City ordinances not specifically altered by this temporary ordinance shall remain in effect.

Section 10. This ordinance shall be in full force and effect on the day after its publication.

Section 11. This ordinance shall automatically repeal on December 31, 2021 at 11:59 pm; no further action shall be required.

Adopted:
Approved:
Published:
Attest:

Approved:

Katie Rosenberg, Mayor

Attest:

Leslie Kremer, Clerk

PUBLIC HEALTH & SAFETY COMMITTEE

Date and Time: Monday, March 15, 2021, at 5:15 pm, (Council Chambers)

Members Present: Lisa Rasmussen (C), Dawn Herbst, Pat Peckham, Jim Wadinski; *By WebEx*: Becky McElhaney

Others Present: Tara Alfonso, Ben Bliven, Leslie Kremer, Bob Barteck, Katie Rosenberg

Discussion and possible action on creating temporary ordinance Chapter 5.90 Relaxing Certain Code Requirements during COVID-19 Pandemic and Recovery for a period expiring on December 31, 2021, 11:59 pm to provide for COVID-19 temporary outdoor seating areas for restaurants, bars and taverns, authorize City staff review and approval of temporary outdoor seating areas and temporary expansion of licensed premises; temporarily amending Section 9.04.025 Consumption or possession of intoxicants on streets; temporarily amending Special Events Policies and Procedures

Rasmussen explained this is a continuance of all of the provisions implemented last summer to help the restaurants and bars by allowing outdoor dining and/or expanded outdoor dining onto sidewalks with alcohol service, and to facilitate the Dining in the Street event. Staff was allowed to issue the temporary licenses without waiting for a Public Health & Safety Committee meetings. She stated an end date of 12/31/2021 has been inserted to cover the entire summer and fall season, with the hope that 2022 will be back to normal.

Motion by Wadinski, second by Peckham to approve the temporary ordinance to 12/31/2021. Motion carried 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

Nathan Miller
Assistant City Attorney

To: Public Health & Safety Committee
Common Council

From: Tara G. Alfonso, Asst. City Attorney 

Date: March 11, 2021

Re: Comments regarding creating W.M.C. ch. 5.90 temporarily relaxing certain code requirements relating to outdoor operation and alcohol service for restaurants, bars and taverns during COVID-19 pandemic and recovery period.

- On May 26, 2020, the Common Council approved the creation of temporary ordinance, ch. 5.60 which authorized expanded outdoor food and alcohol service opportunities for restaurants (either on private property owned by the establishment or on City sidewalks) until October 31, 2020 at 11:59 p.m. (later amended to extend that period until December 31, 2020) for those establishments meeting specified standards and criteria. Application approval was delegated to the city clerk.
- While, initially the temporary ordinance applied to restaurants, shortly thereafter on June 23, 2020, the Common Council expanded those opportunities to include bars and taverns. Initially the approval process for bars and taverns required applications to be submitted to the Public, Health & Safety Committee. On July 1, 2020, the Common Council amended the approval process for applications by bars and taverns to permit approval jointly by the city clerk and the police chief, or his/her designee.
- A request has been put forward asking the City to renew those expanded opportunities for outdoor dining and alcohol service to restaurants, bars and taverns.
- The proposed ordinance currently under consideration assembles the various piecemeal amendments to ch. 5.60 from calendar year 2020 into one complete ordinance that includes restaurants, bars and taverns. The substantive provisions remain the same as last year.
- The proposed ordinance continues to include the provisions that make it possible for the Dining in the Street special event to occur, such as the ability of restaurants to obtain temporary licensed premises amendments to include alcohol service within the parking stalls in the public street or roadway adjacent to a licensed premises and sidewalk café for special event participation.
- The proposed ordinance, if adopted would expire without further action by the Common Council on December 31, 2021 at 11:59 p.m.

CONFIRMATION OF MAYOR'S APPOINTMENTS

to Boards, Commissions and Committees: *Business Improvement District (BID) Board; Citizens Advisory Committee - CDBG; Community Development Authority; and the Liberation & Freedom Committee*

File Number: 21-0303 **Date Introduced:** March 23, 2021

Business Improvement District (BID) Board

Mary Gallagher (1)	The Milk Merchant 402 S. 2nd Ave	Term Exp 12/31/23	773-732-1674
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*New Business Member Replacing Terry Sturm

Mark McKinley (1)	Val Kryshak's 408 N 3rd St, Suite 202	Term Exp 12/31/23	715-581-6678
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*New Business Member Replacing Maggie Christians

Adam Jamgochian (1)	Ciao Restaurant 307 3rd St	Term Exp 12/31/23	715-432-0463
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*New Business Member Replacing Rick Clements

Carla R. Baker (10)	Jefferson Street Inn 408 N 3rd St, Suite 202	Term Exp 12/31/23	715-581-6678
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*New Property Member Replacing Robin Bucholz

Citizens Advisory Committee - CDBG

Bruce Bohlken (3) *Reappointment	409 Ross Ave	Term Exp 4/30/27	715-551-8659
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Community Development Authority (CDA)

Sarah Napgezek (4) *Reappointment	327 N 17th Ave	Term Exp 4/30/25	715-845-5118
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Rachel Hass (1) *Reappointment	540 E Thomas St	Term Exp 4/30/25	715-573-8659
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Liberation and Freedom Committee

Angela Spranger (1) *New	145 Ethel St	Term Exp 4/30/24	715-203-6423
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- (N) Individual is filling the unexpired term of a former member
 (1) Individual is in their own 1st full term
 (#) Designates the term number appointed to

Approved:

Katie Rosenberg, Mayor



MEMORANDUM

DATE: March 18, 2021

TO: Leslie Kremer, City Clerk
Mary Goede, Deputy Clerk

FROM: Mayor Katie Rosenberg

RE: Appointments to the BID Board, CDA,

Please place the following appointments on the **March 23, 2021** Council Agenda:

BID (Business Improvement District) Board

New Business Member

Mary Gallagher (Replacing Terry Sturm - Term expires 12/31/23)

The Milk Merchant

402 S. 2nd Avenue

Wausau, WI 54401

773-732-1674 (cell)

Mary@themilkmerchant.com

New Business Member

Mark McKinley (Replacing Maggie Christians – Term expires 12/31/23)

Val Kryshak Properties, LLC

408 N. 3rd Street – Suite 202

Wausau, WI 54403

715-581-6678

4markmckinley@gmail.com

New Property Member

Carla R. Baker (Replacing Robin Bucholz – Term expires 12/31/23)

Jefferson Street Inn

201 Jefferson Street

Wausau, WI 54403

715-679-0050

gm@jeffersonstreetinn.com



New Business Member

Adam Jamgochian (Replacing Rick Clements – Term expires 12/31/23)

Ciao Restaurant

307 3rd Street

Wausau, WI 54403

715-432-0463

bigwuzza@gmail.com

All Bio's for new members are attached below.

Community Development Authority (CDA)

Re-Appointment

Sarah Napgezek (Term expires 4/30/25)

327 N. 17th Avenue (Mary, note new address)

Wausau, WI 54401

715-845-5118

Re-Appointment

Rachael Haas (Term expires 4/30/25)

540 E. Thomas Street

Wausau, WI 54403

715-573-1897

Citizens Advisory Committee – CDBG

Re-Appointment

Bruce Bohlken (Term expires 4/30/27)

409 Ross Avenue

Wausau, WI 54403

715-551-8659

cc: Mark Craig, BID Board
Betty Noel, CDA
Tammy Stratz, Comm Development

For BID Board

Mary Gallagher
The Milk Merchant
402 S. 2nd Avenue
Wausau, WI 54401
773-732-1674 (cell)
Mary@themilkmerchant.com

Short Bio:

Mary (and her husband Ryan) Gallagher purchased Navieue Fromagerie in May of 2019. After renovating and rebranding, The Milk Merchant was born. The Milk Merchant specializes in artisan cheese from Wisconsin as well as European options. They also carry a variety of olive oils, vinegars, specialty grocery items, home goods, gift baskets, wine and craft beer. During non Covid times it is a great spot for classes (like how to build a cheese board or mozzarella making), wine tastings and private parties or team building events.

Mary graduated from Saint Mary's College in South Bend, IN and moved to Chicago where she owned a retail bead and jewelry store for 10 years. Mary grew up in Wausau and moved back 5 years ago. She is married with two boys - Jude (3) and Jack (1).

For BID Board

Mark McKinley
Val Kryshak Properties, LLC
408 N. 3rd Street – Suite 202
Wausau, WI 54401
715-581-6678
4markmckinley@gmail.com

BIO:

3/16/20

Dear Board Members,

Mark Craig has recruited me to join your board. This a welcome opportunity and I am thus providing you with a brief summary of my history in Wausau. I have worked in the downtown for 34 years and have been a business owner for the last 25 years. In the process, I have become a property owner and landlord in the district as well. Though I'm not certain of my starting years, I have served on various committees of our Main Street River District dating back to when Dawn Follendorf was the executive Director. Recently, I began serving my third term on the Wausau River District Board.

- 1987 - Began working at my family's business, Val Kryshak Jewelers, then located on 4th & Washington Streets.
- 1996 - Became an owner of the retail business after purchasing my aunt's share.
- 2006 - Acquired building at 301 3rd Street, the location of The Diamond Showcase.
- 2007 - Moved Val Kryshak Jewelers to 3rd & Washington Streets and continued doing business as The Diamond Showcase.
- 2011 - Renovated the upstairs portion of 301 Third Street. Converted office space of The Diamond Showcase to two upscale apartments.
- 2020 - Created a new retail business model, closing The Diamond Showcase and starting a new jewelry business, Diamond By Appt, LLC. The new business is generally open two days a week for walk-ins, with other days by appointment. It is located at 408 3rd St, Suite #202.

Downtown Wausau has been a source of pride for me for decades. I look forward to contributing for the betterment of the community in the coming years.

Sincerely,

Mark A. McKinley
Val Kryshak Properties, LLC

The Jefferson Street Inn is excited to welcome General Manager Carla Baker as part of our continued quest to elevate the hospitality experience.

Learn more about Carla Baker below:



Start Date

January 4, 2021

Last Position

General Manager - Holiday Inn Express - La Place & Fairfield Inn & Suites - Kenner Airport

Family & Pets

Two children, one daughter in law, and three grandkids

Dream Car

2020 Bentley Convertible

Favorite Music

Post Malone, Michael Buble, Whitney Houston, Frank Sinatra, and Diane Krall

Favorite Sport

Basketball

Hobbies

Cooking, shopping, and writing

Favorite Place to Travel

Colorado Springs, CO

Night Owl or Early Bird

Early bird

Something Nobody Knows

I love hiking and kayaking!

IDM

Hospitality Management

Get to Know

Carla Baker
General Manager,
Jefferson Street Inn

I'd describe my leadership style as

leading by example. I like my employees to see that I'm willing to get my hands dirty. I also believe in coaching - consistent coaching helps with employee retention, performance improvement, skill improvement, and knowledge transfer, in addition to helping build an effective and efficient work ethic.

The professional accomplishment I'm most proud of is

being able to build and maintain a winning team in my first role as a General Manager, and keeping a 100% Merlin score for three consecutive months as well as being acknowledged by IHG. Teamwork makes the dream work!

A piece of advice that has helped me in my career is

lead by example, and don't say one thing but do another. This helps create a positive work environment. Also, make sure you're valuing your employees by leading through relationships rather than authority.

If I could spend 24 hours with someone, I'd choose

My grandmothers and my father. I have so much I'd like to ask them!

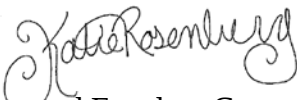
March 18, 2021

Bio: Adam Jamgochian

My name is Adam Thomas Jamgochian. I was born and raised in Wausau WI. I was introduced to the restaurant business at an early age of 8 years old as my Father Roger Jamgochian owned and operated several restaurant and Lounge locations in the Wausau area. I then attended culinary school in Washington D.C. to further my career as a Chef. To make a long story short, after graduating I traveled the country working for some of America's best restaurants and chefs . I ended up back in Wausau in 2000 to own and operate Michael's Supper Club with My brother William for the next 19 almost 20 years. I currently am the sole owner of Ciao restaurant and Hiawatha restaurant and lounge. I have always been involved in the community and my patrons throughout my journey, and have enjoyed seeing things change for the better. I couldn't be more happy or proud at what I've made for myself, and I'm looking forward to a very bright future working with people within our great wausau community!



MEMORANDUM

DATE: March 5, 2021
TO: Mary Goede, Leslie Kremer
FROM: Mayor Katie Rosenberg 
RE: Appointment to Liberation and Freedom Committee

Please add the following appointment to the agenda for the Council Meeting on Tuesday, 03/23/21. If you have any questions, please call my office.

Thank you.

LIBERATION AND FREEDOM COMMITTEE

New appointment

Angela Spranger (Term expires 4/30/24)
145 Ethel Street
Wausau, WI 54403
715-203-6423
angela.spranger@yahoo.com

Interest Statement: I'm interested in the Liberation and Freedom Committee because I would love to live in a more inclusive Wausau. I lived in the Chicago area for almost a decade and I loved the culture and diversity there. From my perspective, Wausau doesn't always feel like the most welcoming place. In our house we promote love and acceptance, and I would be honored to be a part of the group guiding our community forward.

cc: Blake Opal-Wahoske

RESOLUTION OF THE FINANCE COMMITTEE

Waiving W.M.C. §3.06.010(a) for “Class B” regular and reserve combination beer and liquor license applicants for 2021 license year due to extraordinary financial hardship resulting from COVID-19 pandemic.

Committee Action: Approved 5-0

Fiscal Impact: Undetermined

File Number: 20-0509

Date Introduced: March 23, 2021

FISCAL IMPACT SUMMARY

COSTS	Budget Neutral	Yes ☐	No ☐	
	Included in Budget:	Yes ☐	No ☐	t
	One-time Costs:	Yes ☐	No ☐	Amount:
	Recurring Costs:	Yes ☒	No ☐	Amount
SOURCE	Fee Financed:	Yes ☐	No ☐	Amount:
	Grant Financed:	Yes ☐	No ☐	Amount:
	Debt Financed:	Yes ☐	No ☐	Amount Annual Retirement
	TID Financed:	Yes ☐	No ☐	Amount:
	TID Source: Increment Revenue ☐ Debt ☐ Funds on Hand ☐ Interfund Loan ☐			

RESOLUTION

WHEREAS, the COVID-19 pandemic continues to have commonly recognized and understood adverse health and financial consequences on individuals and businesses throughout the country; and

WHEREAS, establishments such as restaurants, bars, and taverns have experienced significant hardships over the past twelve (12) months as a result of government mandated shut-downs, stay at home orders, and the need to provide for recommended social distancing within these establishments; and

WHEREAS, the City finds that persons or establishments whose businesses include the sale of alcohol beverages for consumption away from the premises of the establishment only (Class “A” and “Class A” license holders), such as gasoline stations and grocery stores, while also experiencing financial hardships as a result of government mandated shut-downs, stay at home orders, and the need to provide for recommended social distancing have generally been able to weather the financial adversity of the COVID-19 pandemic in a relatively healthier condition than restaurants, bars, and taverns; and

WHEREAS, establishments such as restaurants, bars, and taverns that desire to serve alcohol beverages for consumption on the premises and, where authorized by ordinance, sell wine and distilled spirits in original packages or containers for consumption off the premises, are required to obtain a “Class B” combination beer and liquor license from the City of Wausau (“City”); and

WHEREAS, City ordinance W.M.C. §3.06.010, Payment of taxes, claims, forfeitures, judgments requires the full payment of such taxes, claims, forfeitures and other fees to the City as a condition precedent to the issuance of City licenses or permits required under its Municipal Code; and

WHEREAS, subsection (c) of W.M.C. §3.06.010 provides that in cases of extraordinary financial hardship, the Public Health & Safety Committee shall be authorized to waive the provisions of subsection (a); and

WHEREAS, your Finance Committee recognizes the extraordinary and significant negative impact the COVID-19 pandemic and consequent government mandated shut-downs, stay at home orders, and the need to provide for recommended social distancing has had on City restaurants, bars, and taverns and desires to assist these businesses to continue to recover from these unprecedented effects; and

WHEREAS, your Finance Committee further recognizes that numerous City restaurants, bars, and taverns may well have past or currently due and owing taxes, claims, forfeitures, judgments or other fees due to the City in whole or part as a result of the adverse, unavoidable, and unprecedented financial consequences of the COVID-19 pandemic, and

WHEREAS, at its March 9, 2021 meeting, your Finance Committee recommended the Common Council grant a general waiver of the provisions of subsection (a) of W.M.C. §3.06.010 Payment of taxes, claims, forfeitures, judgments for the 2021-2022 license year for all approved “Class B” regular and reserve combination beer and liquor license applicants and permit the granting and issuance of these licenses notwithstanding any outstanding taxes, claims, forfeiture, judgements or other fees as set forth in such section; and

WHEREAS, your Finance Committee further recognizes that in the absence of such a waiver allowing the granting and issuance of such licenses, these businesses would likely be prevented from continuing to operate and thus the opportunity for repayment of any past due amounts becomes almost non-existent; and

WHEREAS, your Finance Committee, at its March 9, 2021 meeting, recommended the granting of a general waiver to all approved “Class B” regular and reserve combination beer and liquor license applicants as more efficient and better able to meet the urgent needs of restaurants, bars, and taverns at this time than a case by case review and authorization by the Public Health & Safety Committee as otherwise provided in subsection (c) of W.M.C. §3.06.010.

NOW THEREFORE, BE IT RESOLVED that the City of Wausau hereby grants a waiver of the provisions of W.M.C. §3.06.010(a) to all approved “Class B” regular and reserve combination beer and liquor license applicants for the 2021-2021 license year only and authorizes the granting and issuing of these licenses notwithstanding any current or past due amounts due to the City of Wausau pursuant to subsection (a) of W.M.C. §3.06.010.

BE IT FURTHER RESOLVED, that nothing in this Resolution shall be deemed to waive, discount, or otherwise reduce the amount of any current or past due debts that might be owing to the City of Wausau and all such amounts shall continue to be due to the City of Wausau and accrue interest or penalty where applicable until paid notwithstanding the issuance or granting of an approved “Class B” regular and reserve combination beer and liquor license.

Approved:

Katie Rosenberg, Mayor

FINANCE COMMITTEE

Date and Time: Tuesday, March 9, 2021 @ 5:15 pm., Council Chambers

Members Present: *In Person:* Lisa Rasmussen, Michael Martens, and Dawn Herbst; *By WebEx:* Sarah Watson, and Deb Ryan - (*Entered late*)

Others Present: Maryanne Groat, Ben Bliven, Anne Jacobson, Eric Lindman, Katie Rosenberg, Mary Goede, Emily Ley, Mark Hanson, Rick Rubow, Tammy Stratz, Tracey Kujawa, Bob Barteck, Jamie Polley, Toni Vanderboom

Discussion and possible action regarding modifications to the Class B liquor license and related recommendations regarding waiver or suspension of Municipal Code 3.06.010 Payment of taxes, claims, forfeitures, judgements prior to issuance of license or permit or considering financial hardships pursuant to 3.06.010(c)

Rasmussen explained the city has an ordinance that states that if an applicant for a license owes money to the city the license is put on hold by the Clerk's Office until the debt is paid in full. There is also a waiver provision that can be requested of Public Health & Safety Committee due to extraordinary financial hardship. Due to the pandemic however, many businesses/individuals may have a hard time paying their debts and without the license they can't operate/work to pay their bills.

Groat suggested the committee also consider discounting the Class B licenses fees again this year. Grocery stores and gas stations hold Class A licenses, but did not experience the shut downs and loss of business that the Class B establishments did. She stated they could reduce Class B license fees again at 50% as they did last year, or reduce to the minimum fee allowed by the state, which is \$100. The Class B Beer & Liquor License is \$600 annually, so at a 50% discount they would pay \$300 or at the state minimum, they would pay \$100.

Groat pointed out the last Covid Relief the city received did not include loss of revenue as an eligible expense for a government unit, but the newly authorized Covid funding will cover loss of revenue.

Martens questioned if they waived the hold on licenses for unpaid debt, would they still have to pay the debt. Rasmussen confirmed they would still owe the debt and any accrued interest, it just would not hold up the issuance of the license.

Motion by Martens, second by Herbst to reduce the Class B license fees to the state minimum; and suspend 3.06.010 of the Municipal Code for financial hardship for the 2021-2022 license year. Motion carried 5-0.

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

RESOLUTION OF THE FINANCE COMMITTEE

Authorizing the modification to the City of Wausau Fees and Licenses Schedule adopted pursuant to Wausau Municipal Code §3.40.010(a) (2021 Comprehensive Fee Schedule)

Committee Action: Approved 5-0

Fiscal Impact: \$42,000

File Number: 20-1109

Date Introduced: March 23, 2021

RESOLUTION

WHEREAS, the COVID 19 pandemic and the necessary commerce restrictions had a negative financial impact on the bar and restaurant industry and;

WHEREAS, in 2020 the City reduced the Class B and C liquor licenses to support this industry; and

WHEREAS, your Finance Committee finds that it is in the best interest of the community to continue discounts in 2021 and recommends adjusting the fee schedule to reflect the minimum fee allowed within Wisconsin Statutes for the B license; and

WHEREAS, the American Recovery Act includes funding for revenue replacement due to the pandemic which may offset the loss of revenues;

NOW THEREFORE, BE IT RESOLVED by the Common Council of the City of Wausau, that the fees set forth in the attached Exhibit are hereby adopted and incorporated into the City of Wausau Fees and Licenses Schedule adopted pursuant to W.M.C. §3.40.010.

Approved:

Katie Rosenberg, Mayor

CITY OF WAUSAU				
2021				
COMPREHENSIVE FEE SCHEDULE				
FEE, LICENSE, PERMIT, CHARGES DESCRIPTION	STATUTE/ORDINANCE	2020 Rate	DATE OF LAST INCREASE	2021 Rate
ALCOHOLIC BEVERAGES/CIGARETTE LICENSES AND FEES				
Class A Beer Retailer		\$350.00	1/1/2004	\$350.00
Class A Liquor Retailer	125.51(2)(d)	\$500.00	1/1/2004	\$500.00
Class A Beer & Liquor Retailer		\$850.00	1/1/2004	\$850.00
Class B Beer Retailer	125.26(3)	\$100.00	1/1/2004	\$50.00
Class B Beer & Liquor Retailer	125.51(2)(D) & 125.26(3)	\$600.00	1/1/2004	\$100.00
Class B Beer & Class C Wine		\$200.00	1/1/2006	\$100.00
Class B Beer - Picnic	125.26(6)	\$10.00	1/1/1998	\$10.00
Class C Wine	125.51(3m)(e)	\$100.00	1/1/2006	\$50.00
Provisional Retail License	125.17(5)(c)	\$15.00	1/1/1998	\$15.00
Reserve Class B Liquor Retailer License	125.51(3)(e)2	\$10,000.00	1/1/2004	\$10,000.00
Tavern Entertainment License		\$250.00	1/1/2004	\$250.00
Liquor Establishment Publication Fee - Group		\$30.00		\$30.00
Liquor Establishment Publication Fee - Single		\$65.00		\$65.00
Change of Agent/Officer Processing	125.06(2)(e)	\$10.00	1/1/1998	\$10.00
Alcohol Premise Transfer	(moving buildings)	\$10.00	1/1/1998	\$10.00
Alcohol Premise Amendment		\$150.00		\$150.00
Cigarette Sales	134.65(2)(a)	\$100.00	1/1/1998	\$100.00
Alcoholic Beverage/Cigarette Application Late Filing Fee		\$50.00		\$50.00
Bartender Fees				
1 Year Operator - New Applicant		\$70.00	1/1/2004	\$70.00
1 Year Operator - Restricted		\$70.00	1/1/2004	\$70.00
2 Year Operator - Renewal		\$110.00	1/1/2004	\$110.00
2 Year Operator - Restricted		\$110.00	1/1/2004	\$110.00
2 Year Operator - Lapsed (Within 2 licensing periods)		\$125.00	1/1/2004	\$125.00
Operator License Duplicate		\$5.00	1/1/2004	\$5.00
Temporary Operator -Event Bartender		\$10.00	1/1/1998	\$10.00

FINANCE COMMITTEE

Date and Time: Tuesday, March 9, 2021 @ 5:15 pm., Council Chambers

Members Present: *In Person:* Lisa Rasmussen, Michael Martens, and Dawn Herbst; *By WebEx:* Sarah Watson, and Deb Ryan - (*Entered late*)

Others Present: Maryanne Groat, Ben Bliven, Anne Jacobson, Eric Lindman, Katie Rosenberg, Mary Goede, Emily Ley, Mark Hanson, Rick Rubow, Tammy Stratz, Tracey Kujawa, Bob Barteck, Jamie Polley, Toni Vanderboom

Discussion and possible action regarding modifications to the Class B liquor license and related recommendations regarding waiver or suspension of Municipal Code 3.06.010 Payment of taxes, claims, forfeitures, judgements prior to issuance of license or permit or considering financial hardships pursuant to 3.06.010(c)

Rasmussen explained the city has an ordinance that states that if an applicant for a license owes money to the city the license is put on hold by the Clerk's Office until the debt is paid in full. There is also a waiver provision that can be requested of Public Health & Safety Committee due to extraordinary financial hardship. Due to the pandemic however, many businesses/individuals may have a hard time paying their debts and without the license they can't operate/work to pay their bills.

Groat suggested the committee also consider discounting the Class B licenses fees again this year. Grocery stores and gas stations hold Class A licenses, but did not experience the shut downs and loss of business that the Class B establishments did. She stated they could reduce Class B license fees again at 50% as they did last year, or reduce to the minimum fee allowed by the state, which is \$100. The Class B Beer & Liquor License is \$600 annually, so at a 50% discount they would pay \$300 or at the state minimum, they would pay \$100.

Groat pointed out the last Covid Relief the city received did not include loss of revenue as an eligible expense for a government unit, but the newly authorized Covid funding will cover loss of revenue.

Martens questioned if they waived the hold on licenses for unpaid debt, would they still have to pay the debt.

Rasmussen confirmed they would still owe the debt and any accrued interest, it just would not hold up the issuance of the license.

Motion by Martens, second by Herbst to reduce the Class B license fees to the state minimum; and suspend 3.06.010 of the Municipal Code for financial hardship for the 2021-2022 license year. Motion carried 5-0.

RESOLUTION OF THE FINANCE COMMITTEE

Approving alleged claim on excessive assessment – 2305 Sherman Street, LLC (2305 Sherman St.)

Committee Action: Failed 0-4

Fiscal Impact: Requested refund of \$51,637.00

File Number: 21-0315

Date Introduced: March 23, 2021

FISCAL IMPACT SUMMARY

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

RESOLUTION

WHEREAS, 2305 Sherman Street LLC appealed the 2020 assessment of the real property located at 2305 Sherman Street (PIN 291.2907.343.0939) to the Board of Review; and

WHEREAS, a Request for Waiver of Board of Review Hearing was submitted; and

WHEREAS, your Board of Review, at their August 26, 2020 meeting, denied the Objection form and did not take action on the waiver; and

WHEREAS, on January 22, 2021, 2305 Sherman Street, LLC served on the clerk a claim on excessive assessment pursuant to Section 74.37, Wisconsin Statutes and timely paid the tax for which the claim is filed; and

WHEREAS, pursuant to said claim, 2305 Sherman Street, LLC is requesting that the amount of general property tax imposed because the assessment of their property was excessive, be refunded in the amount of \$51,637.00; and

WHEREAS, city staff has reviewed the claim and recommends that the claim be disallowed because it is precluded by s. 74.37 (4)(a) which states that no claim may be brought under this section unless the procedures for objecting to the assessment under s. 70.47, Wis. Stats., have been complied with; and

WHEREAS, your Finance Committee, on March 9, 2021, considered the matter and recommends that the claim be disallowed.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Wausau that the claim of 2305 Sherman Street, LLC filed with the city clerk on January 22, 2021, for excessive assessment of the real property located at 2305 Sherman Street (PIN 291.2907.343.0939) is hereby approved.

Approved:

Katie Rosenberg, Mayor

FINANCE COMMITTEE

Date and Time: Tuesday, March 9, 2021 @ 5:15 pm., Council Chambers

Members Present: *In Person*: Lisa Rasmussen, Michael Martens, and Dawn Herbst; *By WebEx*: Sarah Watson, and Deb Ryan - (*Entered late*)

Others Present: Maryanne Groat, Ben Bliven, Anne Jacobson, Eric Lindman, Katie Rosenberg, Mary Goede, Emily Ley, Mark Hanson, Rick Rubow, Tammy Stratz, Tracey Kujawa, Bob Barteck, Jamie Polley, Toni Vanderboom

Discussion and possible action regarding claim on excessive assessment – 2305 Sherman Street, LLC (2305 Sherman Street)

Rick Rubow, City Assessor, explained the Board of Review (BOR) did not hear any of the four cases before them tonight. The BOR did not hear this particular case because the Objection Form was not complete in its entirety; they did not provide the Basis of Opinion of Value; did not state any acquisition prices; did not list any improvements that were done, nor the dates, times and costs of the improvements. Rubow stated the BOR has the obligation and the authority to deny or accept any objections that are filed. It is a quasi-judicial body made up of citizens of Wausau and the recommendation is to deny the claim.

Motion by Martens, second by Herbst to approve the claim for excessive assessment (2305 Sherman Street). Motion failed 0-4.

Claim on Excessive Assessment (Wis. Stats. 74.37)

PIN: 291-2907-343-0939

2305 Sherman St

2305 SHERMAN ST LLC

(Great Dane)

1. There was a change in 2020 assessment due to a City Wide Revaluation.
2020 Assessment is:
Land: \$ 557,100
Imp: \$3,099,100
Total: \$3,656,200
2. On August 20, 2020, Tax Representative Gary Kohlengerg, filed an Board of Review Objection on behalf of 2305 Sherman Street LLC on the Real Property Assessment for the 2020 with the City of Wausau Board of Review with the City Clerk, Leslie Kremer.
3. August 26, 2020 at the first day of the Board of Review, the Board of Review rejected the Objection Form due to their Objection Form not being complete. No hearing was scheduled nor was any action taken on the Request for Waiver of Board of Review (BOR) Hearing.
4. On January 22, 2021, a Claim on Excessive Assessment was filed with our City Clerk, Leslie Kremer, by Adept Process Services LLC.
5. February 18, 2021 verified property taxes were paid on time

I recommend the Claim on Excessive Assessment be disallowed for failure to meet the statutory requirement to file a 74.37 Claim of Excessive Assessment:

Wis. Stats. 74.37(4) (a) - no claim may be brought unless complied with 70.47 Board of Review (BOR) proceedings.

Wis. Stats. 74.37 (4) (b) – No claim or action for an excessive assessment may be brought or maintained under this section unless the tax for which the claim is filed, or authorized tax installment is timely paid under s.74.11 or 74.12

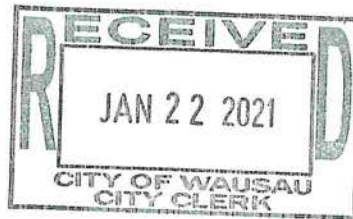
The procedures of Wis. Stats. 70.47, Board of Review (BOR) Hearing proceedings were not complied with due to an incomplete Objection Form.

Respectfully Submitted,



Richard L. Rubow
City Assessor
City of Wausau

cc: Atty, Assessor, Finance



January 21, 2021

Reinhart Boerner Van Deuren s.c.
P.O. Box 2018
Madison, WI 53701-2018

22 East Mifflin Street
Suite 700
Madison, WI 53703

Telephone: 608.229.2200
Fax: 608.229.2100
reinhartlaw.com

Don M. Millis
Direct Dial: 608-229-2234
dmillis@reinhartlaw.com

CLAIM FOR EXCESSIVE ASSESSMENT

DELIVERED BY COURIER

Leslie Kraemer, Clerk
City of Wausau
407 Grant Street
Wausau, WI 54403



Dear Clerk:

Re: Tax Parcel No. 291-2907-343-0939

Now comes Claimant, 2305 Sherman Street, LLC, owner of parcel 291-2907-343-0939 (the "Property") in Wausau, Wisconsin, by Claimant's attorneys Reinhart Boerner Van Deuren s.c., and files this Claim for Excessive Assessment against the City of Wausau (the "City"), pursuant to Wis. Stat. § 74.37. You hereby are directed to serve any notice of disallowance on the undersigned agent of the Claimant.

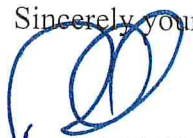
1. This Claim is brought under Wis. Stat. § 74.37(3)(d), for a refund of excessive real estate taxes imposed on Claimant by the City for the year 2020, plus statutory interest, with respect to the Property.
2. Claimant is the owner of the Property, is responsible for the payment of property taxes and the prosecution of property tax disputes involving the Property and is authorized to bring this claim in its own name.
3. The City is a body corporate and politic, duly organized as a municipal corporation under Wisconsin law, with its principal office located at 407 Grant Street in the City.
4. The Property is located at 2305 Sherman Street within the City and is identified in the City's records as Tax Parcel No. 291-2907-343-0939.
5. The Wisconsin Department of Revenue determined that the aggregate ratio of property assessed in the City was 94.1852609% as of January 1, 2020.
6. For 2020, property tax was imposed on property in the City at the rate of \$25.12671 per \$1,000 for of the assessed value for Property.

7. For 2020, the City's assessor set the assessment of the Property at \$3,656,000.
8. Claimant appealed the 2020 assessment of the Property by filing an objection with the City's Board of Review pursuant to Wis. Stat. § 70.47 and otherwise complying with all of the requirements of Wis. Stat. § 70.47, except Wis. Stat. § 70.47(13).
9. The City's Board of Review sustained the assessment at \$3,656,000.
10. The City imposed tax on the Property in the amount of \$91,868.29.
11. Claimant timely paid the property taxes imposed by the City on the Property for 2020, or the required installment thereof.
12. The fair market value of the Property as of January 1, 2020 was no higher than \$1,700,000.
13. Based on the aggregate ratio 94.1852609%, the correct assessment of the Property for 2020 is no higher than \$1,601,149.
14. Based on the tax rate of \$25.12671 per \$1,000 of assessed value, the correct amount of property tax on the Property for 2020 should be no higher than \$40,232.
15. The 2020 assessment of the Property, as set by the City's Board of Review and compared with other properties in the City was excessive and, upon information and belief, violated Article VIII, Section 1 (i.e., the Uniformity Clause) of the Wisconsin Constitution. As a result, the property tax imposed on the Property for 2020 was excessive in at least the amount of \$51,637.
16. Upon information and belief the City will take the position that the assessment of property in the City is at market value and, if true, then an over assessment of the Property constitutes a Uniformity Clause violation. As a result of the assessment of the Property, the Property bears an unreasonably disproportionate share of taxes on an ad valorem basis.
17. Claimant is entitled to a refund of 2020 tax in the amount of \$51,637, or such greater amount as may be determined to be due to Claimant, plus statutory interest.
18. The amount of this claim is \$51,637, plus interest thereon.

Leslie Kraemer, Clerk
January 21, 2021
Page 3

Dated at Madison, Wisconsin, this 21st day of January, 2021.

Sincerely yours,



Don M. Millis
Agent for Claimant

44861958

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

RESOLUTION OF THE FINANCE COMMITTEE

Approving alleged claim on excessive assessment – Boston, Inc. (Tenant) - 1817 Stewart Avenue

Committee Action: Failed 0-5

Fiscal Impact: Requested refund of \$9,286.00

File Number: 21-0316

Date Introduced: March 23, 2021

FISCAL IMPACT SUMMARY

COSTS	Budget Neutral	Yes ☐	No ☒	
	Included in Budget:	Yes ☐	No ☐	Budget Source:
	One-time Costs:	Yes ☐	No ☐	Amount:
	Recurring Costs:	Yes ☐	No ☐	Amount:
SOURCE	Fee Financed:	Yes ☐	No ☐	Amount:
	Grant Financed:	Yes ☐	No ☐	Amount:
	Debt Financed:	Yes ☐	No ☐	Amount Annual Retirement
	TID Financed:	Yes ☐	No ☐	Amount:
	TID Source: Increment Revenue ☐ Debt ☐ Funds on Hand ☐ Interfund Loan ☐			

RESOLUTION

WHEREAS, Boston, Inc. appealed the 2020 assessment of the real property located at 1817 Stewart Avenue (PIN 291.2907.341.0844) to the Board of Review; and

WHEREAS, your Board of Review, at their August 26, 2020 meeting, denied the Objection form; and

WHEREAS, on January 22, 2021, Boston, Inc. served on the clerk a claim on excessive assessment pursuant to Section 74.37, Wisconsin Statutes and timely paid the tax for which the claim is filed; and

WHEREAS, pursuant to said claim, Boston, Inc. is requesting that the amount of general property tax imposed because the assessment of their property was excessive, be refunded in the amount of \$9,286.00; and

WHEREAS, city staff has reviewed the claim and recommends that the claim be disallowed because it is precluded by s. 74.37 (4)(a) which states that no claim may be brought under this section unless the procedures for objecting to the assessment under s. 70.47, Wis. Stats., have been complied with; and

WHEREAS, your Finance Committee, on March 9, 2021, considered the matter and recommends that the claim be disallowed.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Wausau that the claim of Boston, Inc. filed with the city clerk on January 22, 2021, for excessive assessment of the real property located at 1817 Stewart Avenue (PIN 291.2907.341.0844) is hereby approved.

Approved:

Katie Rosenberg, Mayor

FINANCE COMMITTEE

Date and Time: Tuesday, March 9, 2021 @ 5:15 pm., Council Chambers

Members Present: *In Person*: Lisa Rasmussen, Michael Martens, and Dawn Herbst; *By WebEx*: Sarah Watson, and Deb Ryan - (*Entered late*)

Others Present: Maryanne Groat, Ben Bliven, Anne Jacobson, Eric Lindman, Katie Rosenberg, Mary Goede, Emily Ley, Mark Hanson, Rick Rubow, Tammy Stratz, Tracey Kujawa, Bob Barteck, Jamie Polley, Toni Vanderboom

Discussion and possible action regarding claim on excessive assessment – Boston, Inc. (1817 Stewart Avenue)

Rubow indicated the following are the three buildings at Furniture & Appliance Mart. (*Deb Ryan entered the meeting.*) He stated the BOR did not hear the objection due to the fact that Agent Authorization was signed for the City of Madison, not the City of Wausau, and on that basis alone they could deny hearing the case; but also in addition, all three property objection forms were not signed by the agent or the property owner. Rubow noted that the income & expense request he made to them by letter last year was not provided to him.

Motion by Martens, second by Watson to approve the claim for excessive assessment (1817 Stewart Avenue).
Motion failed 0-5.

Claim on Excessive Assessment (Wis. Stats. 74.37)

PIN: 291-2907-341-0844

1817 Stewart Ave
Laurel Investments LLC
(Boston, Inc. Tenant)

1. There was a change in assessment in 2020 from a City-Wide Revaluation.
2020 Assessment is:
Land: \$ 299,300
Imp: \$ 494,100
Total: \$ 793,400
2. On July 14, 2020, Attorney Don Millis from the Reinhart Law firm, filed a Board of Review Objection on behalf of Boston Inc. on three Real Property Assessments for the 2020 assessment year, electronically with the City Clerk, Leslie Kremer.
3. August 26, 2020 was the first day of the Board of Review. Board of Review rejected the Objection Forms due to the Agent Authorization and Objection Form not being complete.
 - a. Agent Authorization was signed for the City of Madison
 - b. All three property objection forms were not signed by owner or authorized agent
 - c. Income and Expense was not provided as requested by assessor.
4. On January 22, 2021, a Claim on Excessive Assessment was filed with our City Clerk, Leslie Kremer, by Adept Process Services LLC.
5. February 18, 2021 verified property taxes were paid on time.

I recommend the Claim on Excessive Assessment be disallowed for failure to meet the statutory requirement to file a 74.37 Claim of Excessive Assessment:

Wis. Stats. 74.37(4) (a) - no claim may be brought unless complied with 70.47 Board of Review (BOR) proceedings.

Wis. Stats. 74.37 (4) (b) - No claim or action for an excessive assessment may be brought or maintained under this section unless the tax for which the claim is filed, or authorized tax installment is timely paid under s.74.11 or 74.12.

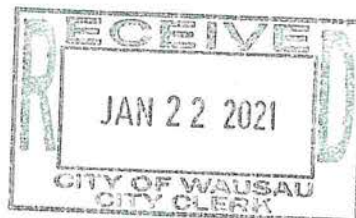
The procedures of Wis. Stats. 70.47, Board of Review (BOR) Hearing proceedings were not complied with due to an incomplete Objection Form.

Respectfully Submitted,



Richard L. Rubow
City Assessor
City of Wausau

cc Atty. Assessor, Finance



January 21, 2021

Reinhart Boerner Van Deuren s.c.
P.O. Box 2018
Madison, WI 53701-2018

22 East Mifflin Street
Suite 700
Madison, WI 53703

Telephone: 608.229.2200
Fax: 608.229.2100
reinhartlaw.com

Don M. Millis
Direct Dial: 608-229-2234
dmillis@reinhartlaw.com

CLAIM FOR EXCESSIVE ASSESSMENT

DELIVERED BY COURIER

Leslie Kraemer, Clerk
City of Wausau
407 Grant Street
Wausau, WI 54403



Dear Clerk:

Re: Tax Parcel No. 291-2907-341-0844

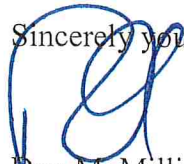
Now comes Claimant, Boston, Inc., tenant of parcel 291-2907-341-0844 (the "Property") in Wausau, Wisconsin, by Claimant's attorneys Reinhart Boerner Van Deuren s.c., and files this Claim for Excessive Assessment against the City of Wausau (the "City"), pursuant to Wis. Stat. § 74.37. You hereby are directed to serve any notice of disallowance on the undersigned agent of the Claimant.

1. This Claim is brought under Wis. Stat. § 74.37(3)(d), for a refund of excessive real estate taxes imposed on Claimant by the City for the year 2020, plus statutory interest, with respect to the Property.
2. Claimant is the owner of the Property, is responsible for the payment of property taxes and the prosecution of property tax disputes involving the Property and is authorized to bring this claim in its own name.
3. The City is a body corporate and politic, duly organized as a municipal corporation under Wisconsin law, with its principal office located at 407 Grant Street in the City.
4. The Property is located at 1817 Stewart Avenue within the City and is identified in the City's records as Tax Parcel No. 291-2907-341-0844.
5. The Wisconsin Department of Revenue determined that the aggregate ratio of property assessed in the City was 94.1852609% as of January 1, 2020.
6. For 2020, property tax was imposed on property in the City at the rate of \$25.12671 per \$1,000 for of the assessed value for Property.

Leslie Kraemer, Clerk
January 21, 2021
Page 3

Dated at Madison, Wisconsin, this 21st day of January, 2021.

Sincerely yours,



Don M. Millis
Agent for Claimant

44863282

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

RESOLUTION OF THE FINANCE COMMITTEE

Approving alleged claim on excessive assessment – Boston, Inc. (Tenant) - 1818 Stewart Avenue

Committee Action: Failed 0-5

Fiscal Impact: Requested refund of \$14,219.00

File Number: 21-0316

Date Introduced: March 23, 2021

FISCAL IMPACT SUMMARY

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

RESOLUTION

WHEREAS, Boston, Inc. appealed the 2020 assessment of the real property located at 1818 Stewart Avenue (PIN 291.2907.274.0973) to the Board of Review; and

WHEREAS, your Board of Review, at their August 26, 2020 meeting, denied the Objection form; and

WHEREAS, on January 22, 2021, Boston, Inc. served on the clerk a claim on excessive assessment pursuant to Section 74.37, Wisconsin Statutes and timely paid the first authorized installment of the tax for which the claim is filed; and

WHEREAS, pursuant to said claim, Boston, Inc. is requesting that the amount of general property tax imposed because the assessment of their property was excessive, be refunded in the amount of \$14,219.00; and

WHEREAS, city staff has reviewed the claim and recommends that the claim be disallowed because it is precluded by s. 74.37 (4)(a) which states that no claim may be brought under this section unless the procedures for objecting to the assessment under s. 70.47, Wis. Stats., have been complied with; and

WHEREAS, your Finance Committee, on March 9, 2021, considered the matter and recommends that the claim be disallowed.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Wausau that the claim of Boston, Inc. filed with the city clerk on January 22, 2021, for excessive assessment of the real property located at 1818 Stewart Avenue (PIN 291.2907.274.0973) is hereby approved.

Approved:

Katie Rosenberg, Mayor

FINANCE COMMITTEE

Date and Time: Tuesday, March 9, 2021 @ 5:15 pm., Council Chambers

Members Present: *In Person*: Lisa Rasmussen, Michael Martens, and Dawn Herbst; *By WebEx*: Sarah Watson, and Deb Ryan - (*Entered late*)

Others Present: Maryanne Groat, Ben Bliven, Anne Jacobson, Eric Lindman, Katie Rosenberg, Mary Goede, Emily Ley, Mark Hanson, Rick Rubow, Tammy Stratz, Tracey Kujawa, Bob Barteck, Jamie Polley, Toni Vanderboom

Discussion and possible action regarding claim on excessive assessment – Boston, Inc. (1818 Stewart Avenue)

Motion by Martens, second by Herbst to approve the claim. Motion failed 0-5.

Claim on Excessive Assessment (Wis. Stats. 74.37)

PIN: 291-2907-274-0973

1818 Stewart Ave

Laurel Investments LLC

(Boston, Inc. Tenant)

1. There was a change in assessment in 2020 from a City-Wide Revaluation.
2020 Assessment is:
Land: \$ 781100
Imp: \$255700
Total: \$1,036,800
2. On July 14, 2020, Attorney Don Millis from the Reinhart Law firm, filed a Board of Review Objection on behalf of Boston Inc. on three Real Property Assessments for the 2020 assessment year, electronically with the City Clerk, Leslie Kremer.
3. August 26, 2020 was the first day of the Board of Review. Board of Review rejected the Objection Forms due to the Agent Authorization and Objection Form not being complete.
 - a. Agent Authorization was signed for the City of Madison
 - b. All three property objection forms were not signed by owner or authorized agent
 - c. Income and Expense was not provided as requested by assessor.
4. On January 22, 2021, a Claim on Excessive Assessment was filed with our City Clerk, Leslie Kremer, by Adept Process Services LLC.
5. February 18, 2021 verified the first installment of property taxes were paid on time.

I recommend the Claim on Excessive Assessment be disallowed for failure to meet the statutory requirement to file a 74.37 Claim of Excessive Assessment:

Wis. Stats. 74.37(4) (a) - no claim may be brought unless complied with 70.47 Board of Review (BOR) proceedings.

Wis. Stats. 74.37 (4) (b) – No claim or action for an excessive assessment may be brought or maintained under this section unless the tax for which the claim is filed, or authorized tax installment is timely paid under s.74.11 or 74.12.

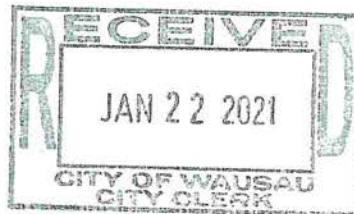
The procedures of Wis. Stats. 70.47, Board of Review (BOR) Hearing proceedings were not complied with due to an incomplete Objection Form.

Respectfully Submitted,



Richard L. Rubow
City Assessor
City of Wausau

cc: Atty., Assessor, Finance



January 21, 2021

Reinhart Boerner Van Deuren s.c.
P.O. Box 2018
Madison, WI 53701-2018

22 East Mifflin Street
Suite 700
Madison, WI 53703

Telephone: 608.229.2200
Fax: 608.229.2100
reinhartlaw.com

Don M. Millis
Direct Dial: 608-229-2234
dmillis@reinhartlaw.com

CLAIM FOR EXCESSIVE ASSESSMENT

DELIVERED BY COURIER

Leslie Kraemer, Clerk
City of Wausau
407 Grant Street
Wausau, WI 54403



Dear Clerk:

Re: **Tax Parcel No. 291-2907-274-0973**

Now comes Claimant, Boston, Inc., tenant of parcel 291-2907-274-0973 (the "Property") in Wausau, Wisconsin, by Claimant's attorneys Reinhart Boerner Van Deuren s.c., and files this Claim for Excessive Assessment against the City of Wausau (the "City"); pursuant to Wis. Stat. § 74.37. You hereby are directed to serve any notice of disallowance on the undersigned agent of the Claimant.

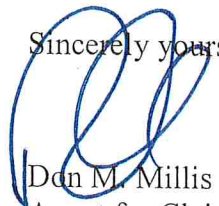
1. This Claim is brought under Wis. Stat. § 74.37(3)(d), for a refund of excessive real estate taxes imposed on Claimant by the City for the year 2020, plus statutory interest, with respect to the Property.
2. Claimant is the owner of the Property, is responsible for the payment of property taxes and the prosecution of property tax disputes involving the Property and is authorized to bring this claim in its own name.
3. The City is a body corporate and politic, duly organized as a municipal corporation under Wisconsin law, with its principal office located at 407 Grant Street in the City.
4. The Property is located at 1818 Stewart Avenue within the City and is identified in the City's records as Tax Parcel No. 291-2907-274-0973.
5. The Wisconsin Department of Revenue determined that the aggregate ratio of property assessed in the City was 94.1852609% as of January 1, 2020.
6. For 2020, property tax was imposed on property in the City at the rate of \$25.12671 per \$1,000 for of the assessed value for Property.

7. For 2020, the City's assessor set the assessment of the Property at \$1,036,800.
8. Claimant appealed the 2020 assessment of the Property by filing an objection with the City's Board of Review pursuant to Wis. Stat. § 70.47 and otherwise complying with all of the requirements of Wis. Stat. § 70.47, except Wis. Stat. § 70.47(13).
9. The City's Board of Review without justification unlawfully denied Claimant a hearing and dismissed its objection.
10. The City imposed tax on the Property in the amount of \$26,051.37.
11. Claimant timely paid the property taxes imposed by the City on the Property for 2020, or the required installment thereof.
12. The fair market value of the Property as of January 1, 2020 was no higher than \$500,000.
13. Based on the aggregate ratio 94.1852609%, the correct assessment of the Property for 2020 is no higher than \$470,926.
14. Based on the tax rate of \$25.12671 per \$1,000 of assessed value, the correct amount of property tax on the Property for 2020 should be no higher than \$11,833.
15. The 2020 assessment of the Property, as set by the City's Board of Review and compared with other properties in the City was excessive and, upon information and belief, violated Article VIII, Section 1 (i.e., the Uniformity Clause) of the Wisconsin Constitution. As a result, the property tax imposed on the Property for 2020 was excessive in at least the amount of \$14,219.
16. Upon information and belief the City will take the position that the assessment of property in the City is at market value and, if true, then an over assessment of the Property constitutes a Uniformity Clause violation. As a result of the assessment of the Property, the Property bears an unreasonably disproportionate share of taxes on an ad valorem basis.
17. Claimant is entitled to a refund of 2020 tax in the amount of \$14,219, or such greater amount as may be determined to be due to Claimant, plus statutory interest.
18. The amount of this claim is \$14,219, plus interest thereon.

Leslie Kraemer, Clerk
January 21, 2021
Page 3

Dated at Madison, Wisconsin, this 21st day of January, 2021.

Sincerely yours,



Don M. Millis
Agent for Claimant

44863591

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

RESOLUTION OF THE FINANCE COMMITTEE

Approving alleged claim on excessive assessment – Boston, Inc. (Tenant) - 1820 Stewart Avenue

Committee Action: Failed 0-5

Fiscal Impact: Requested refund of \$30,575.00

File Number: 21-0316

Date Introduced: March 23, 2021

FISCAL IMPACT SUMMARY

COSTS	Budget Neutral	Yes ☐	No ☒	
	Included in Budget:	Yes ☐	No ☐	Budget Source
	One-time Costs:	Yes ☐	No ☐	Amount:
	Recurring Costs:	Yes ☐	No ☐	Amount:
SOURCE	Fee Financed:	Yes ☐	No ☐	Amount:
	Grant Financed:	Yes ☐	No ☐	Amount:
	Debt Financed:	Yes ☐	No ☐	Amount Annual Retirement
	TID Financed:	Yes ☐	No ☐	Amount:
	TID Source: Increment Revenue ☐ Debt ☐ Funds on Hand ☐ Interfund Loan ☐			

RESOLUTION

WHEREAS, Boston, Inc. appealed the 2020 assessment of the real property located at 1820 Stewart Avenue (PIN 291.2907.274.0972) to the Board of Review; and

WHEREAS, your Board of Review, at their August 26, 2020 meeting, denied the Objection form; and

WHEREAS, on January 22, 2021, Boston, Inc. served on the clerk a claim on excessive assessment pursuant to Section 74.37, Wisconsin Statutes and timely paid the authorized installment of the tax for which the claim is filed; and

WHEREAS, pursuant to said claim, Boston, Inc. is requesting that the amount of general property tax imposed because the assessment of their property was excessive, be refunded in the amount of \$30,575.00; and

WHEREAS, city staff has reviewed the claim and recommends that the claim be disallowed because it is precluded by s. 74.37 (4)(a) which states that no claim may be brought under this section unless the procedures for objecting to the assessment under s. 70.47, Wis. Stats., have been complied with; and

WHEREAS, your Finance Committee, on March 9, 2021, considered the matter and recommends that the claim be disallowed.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Wausau that the claim of Boston, Inc. filed with the city clerk on January 22, 2021, for excessive assessment of the real property located at 1820 Stewart Avenue (PIN 291.2907.274.0972) is hereby approved.

Approved:

Katie Rosenberg, Mayor

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

RESOLUTION OF THE FINANCE COMMITTEE

Approving the 2021 Community Development Block Grant Program Allocation

Committee Action: Approved 5-0

Fiscal Impact: Award of \$638,065 in Community Development Block Grant Funds to the City of Wausau

File Number: 03-1007

Date Introduced: March 23, 2021

FISCAL IMPACT SUMMARY

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

RESOLUTION

WHEREAS the City is in its second year of its 5-Year (2020-2024) Consolidated Plan, and

WHEREAS the Citizens Advisory Committee for Community Development held two public hearings, one working sessions and has prepared a proposed Block Grant program funding recommendation to the Finance Committee of whom has approved said plan, and

BE IT RESOLVED, by the Common Council of the City of Wausau that the proposed 2021 Action Plan in the amount of \$638,065 for the Community Development Block Grant (CDBG) Program be and the same is hereby approved and its filing with the appropriate agency is hereby authorized, and that the Common Council acknowledges all understandings, assurances and certifications contained in said 2021 Action Plan, and

BE IT FURTHER RESOLVED, that the Mayor is designated as the authorized representative of the City to act in connection with said plan, to provide any and all additional information or program reports as may be required, and that the Mayor is hereby authorized to execute any documents which are necessary for the implementation of the 2021 Community Development Block Grant Program.

Approved:

Katie Rosenberg, Mayor

2021 CDBG Program

Activity Code	Applicant/Agency	Requested	Initial Cit. Adv. Recommended	Updated Cit. Advisory Recommended	Finance Recommend
A - 570.206	CD Administration	\$ 120,000	\$ 120,000	\$ 120,000	\$ 120,000
H - 570.202	Housing Rehabilitation	\$ 85,000	\$ 85,000	\$ 103,065	\$ 103,065
PF - 570.201 (c)	Street Reconstruction Project - McIntosh St	\$ 200,000	\$ 200,000	\$ 200,000	\$ 200,000
PF - 570.201 (c)	Parks Dept - Riverside Park Playground	\$ 120,000	\$ 120,000	\$ 120,000	\$ 120,000
PS - 570.201 (e)	Adaptive Communities, Inc	\$ 15,000	\$0	\$ -	\$ -
PS - 570.201 (e)	Catholic Charities - Beyond Shelter	\$10,000	\$0	\$ -	\$ -
PS - 570.201 (e)	Faith in Action - Support for Seniors	\$ 25,000	\$20,000	\$ 20,000	\$ 20,000
PS - 570.201 (e)	Hmong American Center	\$ 25,000	\$17,000	\$ 25,000	\$ 25,000
PS - 570.201 (e)	K.A.T.S.	\$ 25,000	\$0	\$ -	\$ -
PS - 570.201 (e)	North Central CAP - Hand in Hand Housing	\$ 20,000	\$20,000	\$ 20,000	\$ 20,000
PS - 570.201 (e)	Open Door - One-on-Ones	\$ 20,000	\$15,000	\$ 15,000	\$ 15,000
PS - 570.201 (e)	WI Institute for Public Policy - LENA	\$ 15,000	\$15,000	\$ 15,000	\$ 15,000
	Total	\$ 680,000	\$ 612,000	\$ 638,065	\$ 638,065

			planning purpose	\$ 612,000
Note: Public Service funding cannot exceed 15% of grant amount	\$ 91,800	\$95,710	actual award	\$638,065

P.S. - Public Service Cap 15%
Administration Cap 20% \$127,600.00

Left to Fund	\$	-
PS Left to Fund		\$710

Code Definitions:

A	Administration/Planning
C	Clearance
ED	Economic Development
H	Housing
PF	Public Facility
PS	Public Service
SB	Slum & Blight

FINANCE COMMITTEE

Date and Time: Tuesday, March 9, 2021 @ 5:15 pm., Council Chambers

Members Present: *In Person*: Lisa Rasmussen, Michael Martens, and Dawn Herbst; *By WebEx*: Sarah Watson, and Deb Ryan - (*Entered late*)

Others Present: Maryanne Groat, Ben Bliven, Anne Jacobson, Eric Lindman, Katie Rosenberg, Mary Goede, Emily Ley, Mark Hanson, Rick Rubow, Tammy Stratz, Tracey Kujawa, Bob Barteck, Jamie Polley, Toni Vanderboom

Discussion and possible action on approving the 2021 Community Development Block Grant Program

Allocation

Deb Ryan questioned if block grant funds were used in the past for playground replacement. Tammy Stratz confirmed they have for the last two years; the first year was Oak Island Park and this coming year with Marathon Park. Stratz noted the funds go more towards the handicapped accessibility, fall protection, and extra playground equipment that meets the ADA, as well as being in an income-qualifying neighborhood.

Motion by Ryan, second by Martens to approve the 2021 CDBG Program allocation. Motion carried 5-0.



Planning, Community and Economic Development

MEMO

TO: Finance Committee members

FROM: Tammy Stratz, Community Development Manager

DATE: March 1, 2021

RE: 2021 Community Development Block Grant Program

The Citizen's Advisory Committee for Community Development held two public hearings to receive comments on community needs, public performance and the proposed 2021 Community Development Block Grant (CDBG) program funds. On Wednesday, December 9, 2020, the Committee held its working session meeting to develop a proposed statement of objectives and use of projected funds for the 2021 Block Grant program. On February 26, 2021 the City of Wausau received notification as to what the actual allocation amount will be. Since the actual allocation was less than 10% of our anticipated planning amount, staff made the final decision as to where the additional \$26,065 allocation would go.

Attached are the summary pages for all the applications we received for the 2021 funding round. Also enclosed is the breakdown sheet that reflects the funding requests, the initial Citizens Advisory Committee's recommendation based on the planning amount of \$612,000 and then the final recommendations as of the actual funding amount of \$638,065. As you evaluate the recommendations and funding requests, there are a number of items to consider. This year we had funding requests totaling \$680,000. The City of Wausau's 2021 Block Grant allocation will be \$638,065. When reviewing the attached proposed program, please remember that public service activities cannot be funded for more than 15% of the \$638,065 – or a maximum of \$95,710. The recommended allocation of \$95,000 equals 14.998%

The primary purpose of the Housing and Community Development Act is to develop a viable community by providing decent housing and suitable living environments, expanding economic opportunities primarily for low and moderate income persons, and provide a safe community. All activities must have been rated as a high priority in our 5-year Consolidated Plan in order to be considered for funding. All activities the Community Development Citizens Advisory Committee has recommended meet these criteria. In addition, each activity carried out with CDBG funds must meet one of the three broad national objectives:

- * Benefit low and moderate income persons
- * Aid in the prevention or elimination of slum and blight
- * Meet other community development needs having a particular urgency because existing conditions pose a serious or immediate threat to health.

The City of Wausau's 2021 Draft Action Plan for spending the Community Development Block Grant funds (based on the initial planned amount of \$612,000) had been completed and is currently available for public comment. It can be found on our website at: https://www.ci.wausau.wi.us/Portals/0/Departments/ComDev/Documents/2021_Action_Plan_Draft.pdf

The 2020-2024 Consolidated Plan can be found here: https://www.ci.wausau.wi.us/Portals/0/Departments/ComDev/Documents/2020-2024_ConsolidatedPlan.pdf

Please feel free to review the above plans and let us know if you have any questions/concerns. As a part of the Action Plan, there are several certifications in which the municipality agrees to in operating the CDBG program. Those certification pages are also attached for your review. The final plan should be submitted to HUD no later than April 26, 2021.

If you have any questions regarding the process, the proposals or funding recommendations, please call me at 715-261-6679. Thank you for your input and your continued support of this program.



Planning, Community and Economic Development

2021 COMMUNITY DEVELOPMENT BLOCK GRANT

PUBLIC HEARING SUMMARY PAGE

Name of Organization: Adaptive Communities Inc.

Name of Proposed Program: Adaptive Staff Salary

Person(s) Speaking: Katie Normand

Amount Requesting: **\$15,000**

Number of persons/households to be served: **40+**

Brief summary of proposal:

Adaptive Communities is a non-profit, social activity center for adults with special needs in our community. Adaptive has been in our community for three years. We are asking the Community Development Block Grant to help fund a portion of a new staff members salary. After losing one of our qualified staff ladies to the fear of contracting COVID-19 we are searching for additional funding to find a new, qualified personnel.

Public Hearing dates are:

November 18, 2020 at 4:30 PM in the 1st floor Council Chambers at City Hall

November 23, 2020 at 4:30 PM in the 1st floor Council Chambers at City Hall

Presenting your proposal at one of these public hearings is mandatory.

This summary page must be faxed or delivered to the Community Development Department, 407 Grant Street, Wausau, by **12:00 pm on November 18, 2020** in order to present your proposal at either of the public hearing dates. Fax number (715) 261-4192 or E-mail tammy.stratz@ci.wausau.wi.us.

Any questions regarding the Block Grant program or process please call Tammy Stratz at 715-261-6682.



Planning, Community and Economic Development

TO: Mayor Katie Rosenberg
Mayor, City of Wausau

FROM: Tammy Stratz
Community Development Manager

RE: Block Grant Administration Funds

DATE: November 17, 2020

The planning process has begun for the 2021 Community Development Block Grant program. The program has specific regulations which define how these funds may be utilized. Administration is an approved activity according to the regulations for block grant programs and we are requesting \$120,000 for the purpose of administration and operation of the 2021 Block Grant Program. This amount represents just under 20% of the anticipated grant allocation amount of \$612,000.

Should you have any questions regarding this activity, please contact me. Thank you.



Planning, Community and Economic Development

2021 COMMUNITY DEVELOPMENT BLOCK GRANT

***PUBLIC HEARING
SUMMARY PAGE***

Name of Organization: _____

Name of Proposed Program _____

Person(s) Speaking: _____

Amount Requesting: \$ _____

Number of persons/households to be served: _____

Brief summary of proposal:

Public Hearing dates are:

November 18, 2020 at 4:30 PM in the 1st floor Council Chambers at City Hall

November 23, 2020 at 4:30 PM in the 1st floor Council Chambers at City Hall

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Planning, Community and Economic Development

2021 COMMUNITY DEVELOPMENT BLOCK GRANT

**PUBLIC HEARING
SUMMARY PAGE**

Name of Organization: Wisconsin Institute for Public Policy and Service

Name of Proposed Program LENA Start Marathon County

Person(s) Speaking: Corina Norrbom

Amount Requesting: \$ 15,000

Number of persons/households to be served: 25 families/households

Brief summary of proposal:

Exposure to language during early childhood is important in brain development and can be predictive of future literacy skills, school and life success. Parents and caregivers are key in creating optimal early learning environments. LENA Start is a parent group model that utilizes LENA's "talk pedometer" to support interventions that improve early language exposure. Parents learn Simple Talking Tips that can be incorporated in every day life.

COVID-19 brought about a shift from in-person to online/virtual classes. LENA Start via zoom has been well-received, but low to moderate income families are more difficult to reach in a virtual world. We plan to pursue innovative recruitment strategies and would make internet mobile hotspots/phone data available

Public Hearing dates are: for families without home internet access. Low SES families, ESL households will be targeted because they have the greatest benefits/increases in quantity and quality of talk in their homes in the program thus far.

November 18, 2020 at 4:30 PM in the 1st floor Council Chambers at City Hall

November 23, 2020 at 4:30 PM in the 1st floor Council Chambers at City Hall

Presenting your proposal at one of these public hearings is mandatory.

This summary page must be faxed or delivered to the Community Development Department, 407 Grant Street, Wausau, by **12:00 pm on November 18, 2020** in order to present your proposal at either of the public hearing dates. Fax number (715) 261-4192 or E-mail tammy.stratz@ci.wausau.wi.us.

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Planning, Community and Economic Development

2021 COMMUNITY DEVELOPMENT BLOCK GRANT

**PUBLIC HEARING
SUMMARY PAGE**

Name of Organization: North Central CAP

Name of Proposed Program Hand in Hand Housing

Person(s) Speaking: Diane Sennholz

Amount Requesting: \$ 20,000

Number of persons/households to be served: 30-40 per

Brief summary of proposal:

HIHH uses a transitional housing model (up to six months of housing subsidies) that incorporates intensive case management to ensure a successful outcome. We work with families to develop their short/long plans, including financial education, to better their situation so they are able to maintain their housing. While this is not a new program, we have been very successful and would like to continue to operate Hand in Hand in Marathon County. We have incorporated a mandatory financial budgeting class/rent smart class offered by the UW-extension. This class is offered through zoom. This is interactive, so clients can ask questions and receive the benefit of others asking questions they may not have thought of.

Public Hearing dates are:

November 18, 2020 at 4:30 PM in the 1st floor Council Chambers at City Hall

November 23, 2020 at 4:30 PM in the 1st floor Council Chambers at City Hall

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This summary page must be faxed or delivered to the Community Development Department, 407 Grant Street, Wausau, by **12:00 pm on November 18, 2020** in order to present your proposal at either of the public hearing dates. Fax number (715) 261-4192 or E-mail tammy.stratz@ci.wausau.wi.us.

Any questions regarding the Block Grant program or process please call Tammy Stratz at 715-261-6682.

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

www.wausaudevelopment.com



715.261.6680
715.261-6808 FAX



Planning, Community and Economic Development

2021 COMMUNITY DEVELOPMENT BLOCK GRANT

PUBLIC HEARING SUMMARY PAGE

Name of Organization: THE OPEN DOOR

Name of Proposed Program ONE-ON-ONES

Person(s) Speaking: ANNE BROW

Amount Requesting: \$ 20,000.00

Number of persons/households to be served: 400

Brief summary of proposal:

We wish to offer our guests one-on-one time with a trained resource specialist and/or a case manager to find and apply for resources as well as get answers to questions or concerns about physical health, mental health or AODA issues.

Public Hearing dates are:

November 18, 2020 at 4:30 PM in the 1st floor Council Chambers at City Hall

November 23, 2020 at 4:30 PM in the 1st floor Council Chambers at City Hall

Presenting your proposal at one of these public hearings is mandatory.

This summary page must be faxed or delivered to the Community Development Department, 407 Grant Street, Wausau, by **12:00 pm on November 18, 2020** in order to present your proposal at either of the public hearing dates. Fax number (715) 261-4192 or E-mail tammy.stratz@ci.wausau.wi.us.

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Planning, Community and Economic Development

2021 COMMUNITY DEVELOPMENT BLOCK GRANT

PUBLIC HEARING SUMMARY PAGE

Name of Organization: Wausau/Marathon County Parks, Recreation & Forestry Department

Name of Proposed Program Riverside Park Playground Replacement

Person(s) Speaking: Jamie Polley

Amount Requesting: \$ 120,000.00

Number of persons/households to be served: 2000

Brief summary of proposal:

Riverside Park is a 12 acre City park located along the Wisconsin River just south west of the hydro dam. The park contains a playground, rentable yearly shelter and trails. The current playground was built in 1999. The expected life of a playground is 15 years. The playground is now 21 years old, is very worn and the replacement parts are becoming harder to find. Riverside Park serves the immediate neighborhood and is host to family gatherings, community events and daily use. Replacing the playgrounds will provide a safe space for children and adults to be active and socialize with their neighbors. The new playground will include certified playground equipment, an accessible route to the playground, and safety surfacing. The playground will also meet all ADA requirements. Attachments include three pages from the current City Comprehensive Outdoor Recreation Plan and pictures of the current playgrounds.

Public Hearing dates are:

November 18, 2020 at 4:30 PM in the 1st floor Council Chambers at City Hall

November 23, 2020 at 4:30 PM in the 1st floor Council Chambers at City Hall

Presenting your proposal at one of these public hearings is mandatory.

This summary page must be faxed or delivered to the Community Development Department, 407 Grant Street, Wausau, by **12:00 pm on November 18, 2020** in order to present your proposal at either of the public hearing dates. Fax number (715) 261-4192 or E-mail tammy.stratz@ci.wausau.wi.us.

Any questions regarding the Block Grant program or process please call Tammy Stratz at 715-261-6682.

Riverside Park

COMMUNITY PARKS

Park Description

Site Image



Aerial Photo



This 16.2 acre park is located on the Wisconsin River east of South 1st Avenue. Site amenities include an enclosed shelter, playground and basketball court. Tree species include maple, spruce, box elder, ash, black cherry, birch and oak.

Site Analysis Summary

Existing Facilities

- Indoor/outdoor shelter
- Play structure (5 to 12 year old)
- Swings (2 belt, 2 bucket)
- Picnic island/dog exercise area
- Basketball/volleyball court
- Bike polo court
- Open space
- Sandlot backstop
- Asphalt paths
- Parking lots (3)
- Drinking fountain
- Sand volleyball court
- Picnic tables
- Park sign

Issues:

- General Issues
 - Drinking fountain not ADA approved
 - No bicycle parking
 - No access to path from ADA parking in south lot
- Playground
 - Sand playground surface
 - No safety mats under play equipment
 - No benches at playground
 - No trash/recycling receptacles at playground
 - Damaged swing seat
- Basketball Court
 - No lines on basketball/volleyball court
 - Basketball net needs to be replaced

Program Details

Programs, Events & Revenue Generators

- Shelter rentals
- Sledding party

Maintenance Program

- Construction
- General maintenance
- Mowing

Riverside Park

COMMUNITY PARKS

Improvement Options & Estimate

○ General Issues	
• Replace drinking fountain with ADA approved model	\$5,000
• Install bike rack on hardscape surface	\$1,500
• Reconfigure ADA parking at south lot to allow for a connection to the asphalt path. A light post is blocking possible connection	\$5,000
○ Playground	
• Install safety mats at playground to provide safe fall zones and ADA access to play equipment	\$4,000
• Install benches (2) on concrete pads	\$2,000
• Replace belt swing seat	\$100
• Install trash and recycling receptacles	\$2,000
○ Basketball/Volleyball Court	
• Paint lines on basketball/volleyball court	\$1,500
• Replace basketball net	\$30
TOTAL	\$21,130

COMMUNITY PARKS

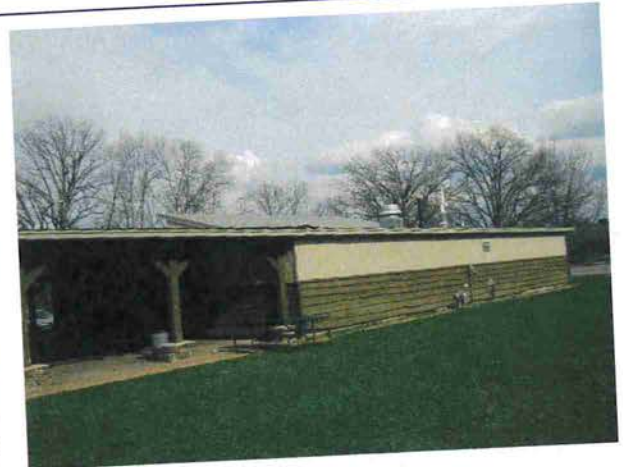
Riverside Park

Site Images

General



Basketball/volleyball court



Indoor/outdoor shelter



No ADA safety mat to playground equipment



Damaged belt swing seat



Basketball net in poor condition



No connection from handicapped parking to path

Riverside Park, Wausau





Planning, Community and Economic Development

2021 COMMUNITY DEVELOPMENT BLOCK GRANT

PUBLIC HEARING SUMMARY PAGE

Name of Organization: City of Wausau – Engineering Department

Name of Proposed Program Reconstruction of McIntosh St – Prospect Ave to St. Paul St

Person(s) Speaking: TJ Niksich

Amount Requesting: \$ 200,000

Number of persons/households to be served: 20

Brief summary of proposal:

The City of Wausau Engineering Department is proposing to reconstruct McIntosh St, from Prospect Ave to St. Paul St. The reconstruction would consist of stormwater improvements, replacing concrete curb and gutter, regrading of the roadway and paving of the roadway. In addition to the above improvements, new watermain will be installed and the existing lead services will be replaced with copper water services to the homeowner's property line. These water improvements will be paid for by the water utility.

The average assessment to adjacent property owners for the road reconstruction in this area would be approximately \$4,000, which would not be assessed if the grant is awarded.

Public Hearing dates are:

November 18, 2020 at 4:30 PM in the 1st floor Council Chambers at City Hall

November 23, 2020 at 4:30 PM in the 1st floor Council Chambers at City Hall

Presenting your proposal at one of these public hearings is mandatory.

This summary page must be faxed or delivered to the Community Development Department, 407 Grant Street, Wausau, by **12:00 pm on November 18, 2020** in order to present your proposal at either of the public hearing dates. Fax number (715) 261-4192 or E-mail tammy.stratz@ci.wausau.wi.us.

Any questions regarding the Block Grant program or process please call Tammy Stratz at 715-261-6682.

Wausau City Hall

407 Grant Street

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www.wausaudevelopment.com



715.261.6680

715.261-6808 FAX



Planning, Community and Economic Development

2021 COMMUNITY DEVELOPMENT BLOCK GRANT

PUBLIC HEARING SUMMARY PAGE

Name of Organization: City of Wausau, Community Development

Name of Proposed Program Housing Rehabilitation

Person(s) Speaking: Tammy Stratz

Amount Requesting: \$ 85,000.00

Number of persons/households to be served: 7-8

Brief summary of proposal:

The Housing Rehabilitation Loan Program assists income qualified, City of Wausau, homeowners with a low interest loan for the necessary rehabilitation needs of the home. The loan charges 2% simple interest with a maximum loan amount of \$25,000. As loans are repaid the proceeds are placed in a Revolving Loan Fund to be used towards the next rehabilitation project. These new funds are combined with loan proceeds that are received throughout the year as loans are paid off or receive payments. This program will also assist with funding for homeowner's receiving assistance through the Lead Safe Homes Programs for code violations the lead grant cannot assist with.

These program funds can also assist with the rehabilitation of city-owned properties that will then be sold to new income-qualified homeowners.

Public Hearing dates are:

November 18, 2020 at 4:30 PM in the 1st floor Council Chambers at City Hall

November 23, 2020 at 4:30 PM in the 1st floor Council Chambers at City Hall

Presenting your proposal at one of these public hearings is mandatory.

This summary page must be faxed or delivered to the Community Development Department, 407 Grant Street, Wausau, by **12:00 pm on November 18, 2020** in order to present your proposal at either of the public hearing dates. Fax number (715) 261-4192 or E-mail tammy.stratz@ci.wausau.wi.us.

Any questions regarding the Block Grant program or process please call Tammy Stratz at 715-261-6682.

RESOLUTION OF THE FINANCE COMMITTEE

Approving the purchase of a Fire Ladder Truck and related budget modification and debt issuance

Committee Action: Approved 5-0

Fiscal Impact: \$1,020,000

File Number: 20-1109

Date Introduced: March 23, 2021

FISCAL IMPACT SUMMARY

COSTS	Budget Neutral	Yes ☐ No ☒	
	Included in Budget:	Yes ☐ No ☒	Budget Source:
	One-time Costs:	Yes ☒ No ☐	Amount: \$1,020,000
	Recurring Costs:	Yes ☐ No ☒	Amount: No new additional costs
SOURCE	Fee Financed:	Yes ☐ No ☒	Amount:
	Grant Financed:	Yes ☐ No ☒	Amount:
	Debt Financed:	Yes ☒ No ☐	Amount \$1,020,000 Annual Retirement \$111,000 est
	TID Financed:	Yes ☐ No ☒	Amount:
	TID Source: Increment Revenue ☐ Debt ☐ Funds on Hand ☐ Interfund Loan ☐		

WHEREAS, the Fire Department proposes to purchase a 2022 Stuphen ladder truck to replace the 1984 Pierce truck through the Houston Galveston Area Council (HGAC) cooperative purchasing program; and

WHEREAS, the existing 1984 truck is beyond its useful life and is requiring costly maintenance to keep it operational; and

WHEREAS, the existing 1984 truck does not meet current safety standards; and

WHEREAS, the production of the truck is approximately 12 months; and

WHEREAS, the City strives to fund rolling stock replacement through the Motor Pool Fund and recover costs through user fees; and

WHEREAS, the Motor Pool Fund reserves have been depleted due to the replacement of two new fire engines and other replacement requirements; and

WHEREAS, funding the purchase with a 10 year promissory note would allow the purchase and the debt could be retired by the Motor Pool Fund annually; and

WHEREAS, interest costs of approximately \$10,000 would offset increasing maintenance costs of the existing 1984 Pierce truck resulting in no additional costs for the City; and

WHEREAS, your Finance Committee has considered the operational and financial issues and finds that it is in the City's best interest to authorize the order of the Stuphen ladder truck; fund the purchase with the issuance of debt and approve the needed budget modification as follows:

Fire Motor Pool Purchases	170-150098157	\$	1,020,000	Increase
Debt Proceeds	170-150089120	\$	1,020,000	Increase

NOW, THEREFORE, BE IT RESOLVED, that the proper City officials order the Stuphen ladder truck, include the purchase in the 2021 debt issuance and modify the budget.

Approved:

Katie Rosenberg, Mayor

FINANCE COMMITTEE

Date and Time: Tuesday, March 9, 2021 @ 5:15 pm., Council Chambers

Members Present: *In Person:* Lisa Rasmussen, Michael Martens, and Dawn Herbst; *By WebEx:* Sarah Watson, and Deb Ryan - (*Entered late*)

Others Present: Maryanne Groat, Ben Bliven, Anne Jacobson, Eric Lindman, Katie Rosenberg, Mary Goede, Emily Ley, Mark Hanson, Rick Rubow, Tammy Stratz, Tracey Kujawa, Bob Barteck, Jamie Polley, Toni Vanderboom

Discussion and possible action regarding purchase for replacement of ladder truck related budget modification and funding source

Rasmussen stated there is a need to replace the city's older ladder truck and had originally they planned to make the purchase next year, however, an opportunity has arisen to purchase it sooner.

Deputy Chief Bob Barteck presented an in depth PowerPoint on the ladder truck replacement: (Presentation is in the committee packet online or can be viewed at [Wausau City Council Finance Committee Meeting - 3/9/21 - YouTube](#))

Maryanne Groat pointed out the financial policy states when something is going to be ordered it needs to be budgeted at the time of order with a financial means to pay for it. Since there is a long delivery period on the ladder truck, it needs to go to Council for a budget modification to purchase it. She indicated the financial pressure that the two pumpers placed on the reserves in the Motor Pool to replace other pieces of rolling stock, and the fact that while the Fire Department is contributing \$250,000 to \$300,000 a year to the Motor Pool Fund, those annual fees are not sufficient to build up reserves to pay for these kinds of things. She stated the committee needs to consider financing the purchase through long term debt. An aerial can last 20-25 years and the borrowing is typically on a 10 year period, so there is a quick turn around on the retirement of the debt. Interest rates are extremely low currently, so on \$1 million it would be approximately \$10,000 per year for interest, which is equivalent or could be less than the cost we would pay for maintenance on the old vehicle. The debt retirement could be paid out of the Motor Pool over the next 10 years as a way as a way to build the Motor Pool a small amount each year. Groat commented she felt it was a prudent decision to issue debt for something like this because of its longevity and the need.

Rasmussen stated we are on an aggressive path to retiring debt and if this debt can be retired through the Motor Pool versus levy we can acquire the truck and not have taxpayer impact on the mill rate.

Mark Hanson spoke to the committee regarding the cost of repairs on their truck and recommended funding the new truck now, noting it won't be delivered until next year.

Deb Ryan stated for a million dollar purchase she would like to see a bidding process done and/or that they see if they can work with other close communities, such as Weston. She also questioned why they were considering local companies within the state.

Rasmussen stated a number of years ago the Council authorized them to participate in the Houston/Galveston Area Cooperative Purchasing Program that dials down the cost by purchasing through economies of scale. She noted there was also an issue with proprietary parts with the local company Pierce in Oshkosh.

Hanson stated their 2012 aerial truck is a Pierce truck and they ran into problems with getting proprietary parts for the truck that were Pierce specific, making it so they could only be obtained through them. It cost a lot of down time and money trying to get the proper parts. The majority of the parts with the Sutphen truck can be locally sourced. He also confirmed they have taken part in the HGAC Purchasing Consortium where the bidding has already been done by these companies and their prices published.

Deputy Barteck explained a committee consisting of Mark Hanson, the DPW master emergency vehicle technician, firefighters, engineers, and officers from the Fire Department met to determine the best truck for the City of Wausau. He spoke about all the manufacturers they looked at and visited.

Motion by Ryan, second by Herbst to approve the purchase for replacement of ladder truck and related budget modification and funding source. Motion carried 5-0.



TO: FINANCE COMMITTEE
FROM: MARYANNE GROAT
DATE: March 4, 2021
RE: Fire Truck Purchase

City financial policy indicates that funds must be budgeted prior to issuing a purchase order or making other financial commitments.

The motor pool replacement schedules had the following trucks scheduled for fire:

2020	Pumper	\$	600,000
2021	Pumper	\$	600,000
2022	Aerial	\$	1,020,000

Since these trucks are made to order the actual delivery and disbursement typically occur a year later. In the spring of 2020 fire received approval to order the 2021 pumper in 2020 which will result in an accelerated reduction in motor pool cash flow.

Fire is now requesting a similar advance purchase authorization for the aerial truck replacement. During our recent review of the motor pool financial condition we showed that the motor pool fees charged fire are not providing the necessary revenue to fund these large purchases. Our projections showed that these costly purchases will cause material deficits in the fund.

We also believe that the motor pool study will show that the City needs to contribute more funds annually to motor pool operations and vehicle replacement in future year's.

I recommend the Finance Committee transfer the entire 2020 general fund profit of \$700,000 to the Motor Pool Fund to finance the 2021 pumper purchase. In addition, I believe that it will be necessary to finance the Aerial through the issuance of debt. While I know that the Finance Committee and Council are hoping to reduce reliance on debt issuance there are valid prudent reasons to finance the purchase.

- The asset has a 20 year life and we would finance the truck with a 10 promissory note.
- Interest rates are very low. We would expect a rate of 1.5-2.00% reducing interest costs.
- Annual interest payment of approximately \$10,000 will eliminate the need for costly repairs basically neutralizing the interest expense impact.
- The future principal and interest payments of \$110,000 would be funded by the Motor Pool fund in future years.

If the City wishes to order the truck in 2021 a budget modification is required along with an identified financing source should be recommended to the Common Council for action.

Attached are memos from Mark Hanson and Bob Bartek regarding this purchase.



Memorandum

From: Robert Barteck, Deputy Fire Chief
To: Finance Committee
Date: February 15, 2021
Subject: Cooperative purchasing of a replacement ladder truck

Purpose:

To discuss the purchase of a new ladder truck to replace current Truck Two which is 1984 Pierce with a 2022 Sutphen ladder truck through the Houston Galveston Area Council (HGAC) cooperative purchasing program.

Recommendation: That you approve the following:

1. We recommend the purchase of a new Sutphen SL 75 ladder truck with a 1500 GPM pump as described in the attached drawing, and order contract.
2. We recommend approving the purchase of the ladder truck through the HGAC cooperative purchasing program for the price of \$998,347.68.

Facts OR Considerations:

1. Background:

Current Truck Two (ladder truck) was the state of the art technology when it was purchased in 1984. The truck has served the Wausau community for 37 years but is now long overdue for replacement. Truck Two has been in the replacement schedule for the last 5 years but has been put behind other City needs. The truck has open cab rear seats, lap-belt seat belts and does not meet the current DOT or National Fire Protection Agency (NFPA) 1901 Standard for Aerial Apparatus. Currently, the truck sits in reserve status because of safety concerns and when it moves up to replace another piece of apparatus staff is not allowed to respond emergent. NFPA recommended life expectancy for a ladder truck is 20 years.

The Fire Department and Department of Public Works put together a combined committee to explore the purchase of a new apparatus in 2019. After months of work, the committee recommended the purchase of two new engines in 2021 and the purchase of a ladder truck in 2022. During the design phase, the highest priority of the committee is to purchase apparatus that is reliable, durable, and meets the unique needs of our community not only today but in the distant future. It was also decided to purchase trucks with as few proprietary parts as possible. This will decrease the costs of repairs and decrease downtime because many parts could be sourced locally. The committee settled in on Sutphen as the manufacturer for those pumpers. Knowing that we would be soon

shopping for a ladder truck the committee investigated ladder trucks at the same time and also settled on Sutphen as being the best manufacturer for Truck Two's replacement also.

The various engine, pump, cab, and cabinet feature decisions have been made and we are ready to move forward with the ordering of the truck. The two new engines were ordered in March of 2020 and are expected to be delivered in the spring of 2021. The new ladder truck will most likely take at least one year to build once ordered, therefore if ordered now delivery would be expected in the first quarter of 2022.

2. Discussion:

Right-Sizing the Fire Department Fleet:

The WFD staff took this opportunity to examine the current department response structure of the current apparatus to determine how the purchase of a new ladder truck could best serve the community. A lot has changed in the community since 1984 with tremendous growth to the western regions of the City. With the new Fire Station Two strategically placed on the Hwy 52 Parkway the new Truck Two could be utilized from that station as a first-due apparatus. Currently, Truck Two is in reserve status because of safety concerns but the purchase of a new modern ladder truck would allow us to place in front-line status out of Station Two.

The ladder truck committee determined the best truck would be a 75' mid-mount straight stick ladder truck with a 1500 GPM pump with equipment to be utilized as both a pumper and a ladder truck. The fire service definition for this type of truck is a quint. To put the new Truck Two in front-line service with current staffing levels it would replace Engine Two as the first fire response vehicle out of Station Two. The current Engine Two would be moved into reserve status. The purchase of a quint-type configured ladder truck will allow the department to replace both a pumper and a ladder truck with one multi-function truck.

The committee and department leadership has closely examined the quint configuration for Truck Two and feel that it will serve the City much more effectively than the current response structure. Once the new Truck Two is in place the department fleet of engines can be reduced from four to three. Two front line engines and one reserve.

The current Truck Two is no longer safe for firefighters to operate. Additionally the cost vs benefit analysis of keeping the truck in service all points to the removal of the truck from service. Currently, Truck Two is only put into service when Truck One is out of service for maintenance or repair. When Truck Two is in service it is only used in non-emergency status to minimize the possibility of having an accident. The water pump has failed its annual test and is not capable of pumping water at a fire scene. With only lap belts and open cab in the rear, no firefighters are allowed to ride in the rear-facing seats. It needs new tires and has a laundry list of problems that are too costly to correct for an antique truck. The replacement of Truck Two has been moved back on the replacement schedule several times and is long overdue for replacement.

Truck Two is in desperate need of replacement. By purchasing the Quint style ladder truck we can replace two pieces of apparatus with one.

3. History:

The WFD has long used two ladder trucks in the department's history. The old age and poor condition of the current Truck Two have placed all of the response burdens on Truck One. Truck One is a 2012 100' aerial platform and responding out of Station One and is cross-staffed with a crew of two that also staff Rescue One. Truck One was purchased through a federal grant that paid for 90% of the cost of that truck when purchased. It is an excellent truck for responding to large industrial or multi-story high-rise buildings, however, its large size inhibits its use on smaller residential, small retail, and light industrial buildings. The committee that has been working on the Truck Two replacement project did not see the need for a second large 100' platform truck. Instead, the committee found that a smaller, lighter more maneuverable straight ladder that could be more easily used on residential, light retail and light commercial structures would best compliment the WFD response structure.

4. Rationale:

The committee settled on a Sutphen SL 75 with a Waterous 1500 GPM pump and features that would allow the truck to be a versatile piece of apparatus capable of responding to rescue incidents on the highways system, complex or difficult EMS incidents, or fires of small or large scale utilizing the pump and or ladder truck capabilities. The truck will also be outfitted with hydraulic rescue tools for rescue work. The committee and leadership of the department are confident that they have designed a truck that will be an excellent addition to the apparatus fleet.

Impact:

1. Approving the purchase of the replacement ladder truck will have several impacts.
 - a. Replacing an old, out of date, and unsafe ladder truck with a modern NFPA 1901 compliant truck will increase safety for firefighters and the community.
 - b. Purchase of a mid-mount 75' straight stick ladder on a single-axle chassis will provide a valuable tool to firefighters at residential and light industrial buildings.
 - c. Purchase of a quint-style ladder truck will replace old Truck Two and one of the engines, therefore, reducing the overall fleet of four engines to three.
 - d. The engine currently scheduled for replacement in 2023 can be removed from the replacement schedule.
2. Purchasing through the HGAC cooperative purchasing process guarantees competitive pricing.

Coordination: The ladder truck design committee included firefighters, engineers, and officers from the Fire Department and two emergency vehicle repair technicians from Public Works.

Drafted by: Deputy Chief Robert Barteck, Fire Department

Cc: Mayor



SUTPHEN

PROPOSAL

TO THE:

CITY OF WAUSAU FIRE DEPT.
Attn: Deputy Chief Robert Barteck
606 East Thomas Street
Wausau, WI 54403
HGAC # 13-3444

DATE: January 19th 2021

We hereby propose and agree to furnish the following firefighting equipment upon your acceptance of this proposal:

**One (1) Sutphen Heavy Duty 75" Mid mount Aerial Ladder SL75 Complete and
Delivered for the Total Sum of \$998,347.68**

This proposal is given in accordance with HGAC contract number FS12-19. Final specification has been supplied for customers approval.

The unit shall be manufactured completely in accordance with the following proposal and delivered in approximately **10-12** months from the date of the contract signing or purchase order, subject to delays from all causes beyond our control.

This proposal shall be valid for (45) days. If the contract or purchase order is not received within this proposed duration, we reserve the right to extend, withdraw, or modify our proposal, including pricing, delivery times, and prepayment discounts if applicable.

Respectfully submitted,



Scott Lumby
Custom Fire Apparatus, Inc.
Authorized Representative for Sutphen Corporation
Cell: 612-247-1653

SUTPHEN CORPORATION
6450 Eiterman Road | Dublin, OH 43016 | 1-800-848-5860

Recommendation for the purchase of Fire Dept. Aerial Ladder Truck

Issue: The fire depts.. 1985 aerial truck is in need of replacement. The replacement of this unit has been on the motorpools replacement plan for the last 5 years.

Facts and considerations: NFPA recommends that aerial apparatus life expectancy is 20 years. This unit is currently 36 years old and has surpassed its useful service life. Over the past few years the costs of repairs to this unit has risen significantly. The repairs were necessary to keep the unit in front line service until the scheduled replacement year was reached. Repair costs in 2017 were about \$1000. 2018 had no repair costs because the unit was used very little. Since that time DPW employed NFPA certified technicians and they identified several repairs that needed to get done in order to keep the unit safely in service for a few more years. In that year \$19,918 were spent on repairs just to bring it back to NFPA compliance. In 2020 \$8115 was spent on repairs.

Since 2022 was the scheduled replacement year, and a typical apparatus like this takes about 10-12 months from order time to delivery, Motorpool and Fire Dept. personnel have put together a spec and proposal to order ahead of the scheduled replacement year due to the increasing costs of repairs and the pending repair needs for the unit.

Financial Impact: Current HGAC price on this unit is \$987,017. If we wait for the beginning of 2022 to order, the cost will rise by 3% which brings the total cost up to \$1,016,627. Maintenance cost will increase due to tire replacement, ladder inspection fees and other unforeseen costs will be needed. Projected costs for this would probably be between \$6-8K. Most of this cost is replacing the tires that are almost worn out, and some other repairs that are needed to keep it in service. The fire dept. has decided to use this unit only if absolutely needed because of the pending repairs needed. If the finance dept. borrowed the money to fund the new unit, the money spent on repairs could instead be used to pay for the financing of the unit. The motorpool would then adjust rental rates over the next several years to allow the Fire Dept. to "catch up" on paying for the replacement and maintenance of the new unit. This practice has been used over the last several years to fund the replacement of all equipment.

Recommendation: I am recommending the purchase of the Fire Depts. Ladder truck in 2021, so it can be delivered early in 2022 which is the scheduled replacement year. Ordering the unit now will reduce overall costs of the existing unit by about \$6-8K, by not having to spend as much on the repairs and upkeep of the unit. This will also allow the Fire dept. to move forward with the plans of reducing the overall size of the fleet with their proposed plan.

MOTOR POOL 2020 FINANCIAL PREVIEW



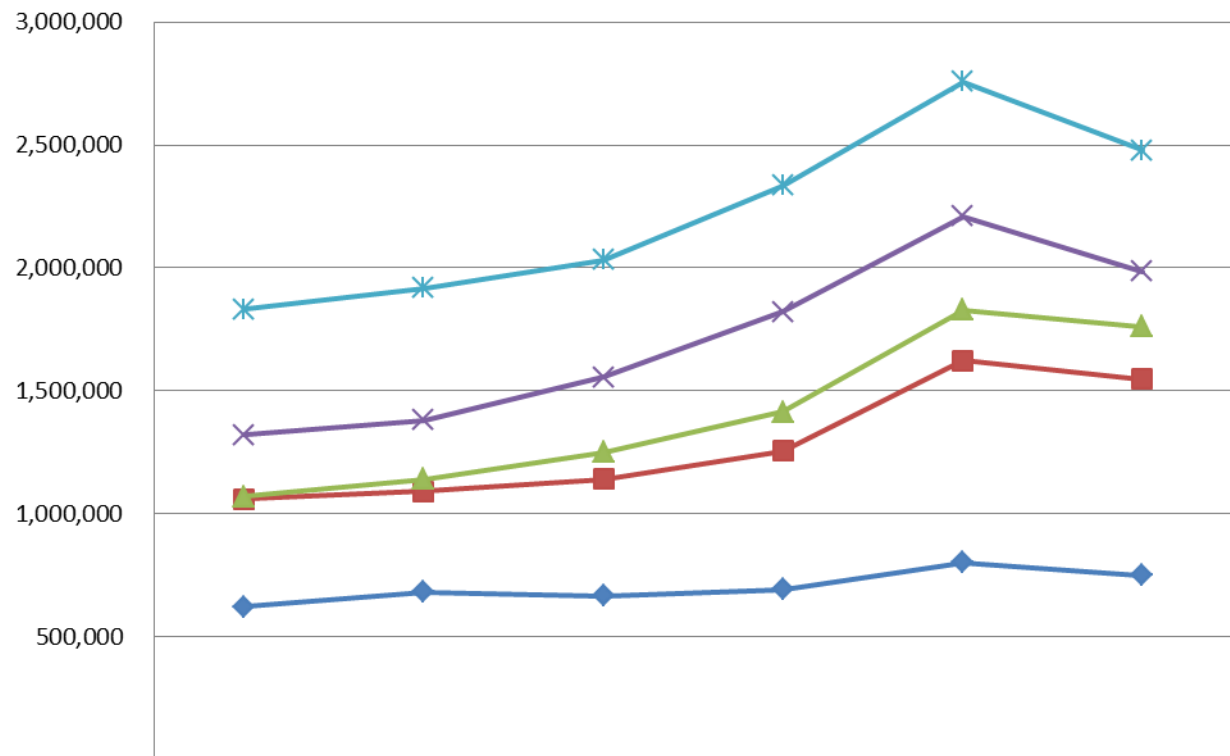
FINANCIAL PREMISE

- DEPARTMENTS PAY VEHICLE RENT/USAGE FEES TO THE MOTOR POOL FUND
- MOTOR POOL FUND FINANCES MAINTENANCE OF FLEET AND REPLACEMENT OF FLEET WITH THE RENT REVENUE RECEIVED
- IDEALLY CAPITAL PURCHASES ARE MANAGED TO ELIMINATE LARGE CASH DRAWS
- POLICE JOINED - 2009 : FIRE - 2015

MOTOR POOL STUDY UNDERWAY

- RECOMMEND DEPARTMENTAL RENTAL RATES
- REVIEW AND PROVIDE RECOMMENDATIONS:
 - VEHICLE LEASE PROGRAM
 - MAINTENANCE PROGRAM
 - STAFFING LEVELS
 - FACILITY NEEDS
 - RIGHT SIZE THE FLEET
 - VEHICLE REPLACEMENT POLICY
(YEARS/MILEAGE)

OPERATING EXPENSES IN REVIEW



	2015	2016	2017	2018	2019	2020
OTHER SUPPLIES, SERVICES, CHGS	510,759	537,318	477,072	511,749	549,965	493,510
FUEL	252,263	239,141	306,779	408,888	380,039	224,289
VEHICLE LEASING	10,505	49,591	109,588	158,807	204,929	211,976
MAINTENANCE SERVICE AND PARTS	438,339	410,477	474,526	561,189	822,960	797,867
PERSONAL SERVICE	620,295	681,043	664,924	692,952	800,270	750,223

OPERATING REVENUES IN REVIEW

	2015	2016	2017	2018	2019	2020
FIRE DEPT RENTS	\$232,383	\$281,748	\$335,992	\$280,132	\$300,463	\$298,595
POLICE DEPT RENTS	477,435	474,080	498,740	525,881	517,463	506,740
OTHER DEPT RENTS AND FEES	2,277,896	2,655,887	2,815,776	2,800,462	3,294,410	2,747,000
OTHER REVENUES	93,058	138,413	268,844	185,659	157,815	153,007
TOTAL REVENUES	\$3,080,772	\$3,550,128	\$3,919,352	\$3,792,134	\$4,270,151	\$3,705,342

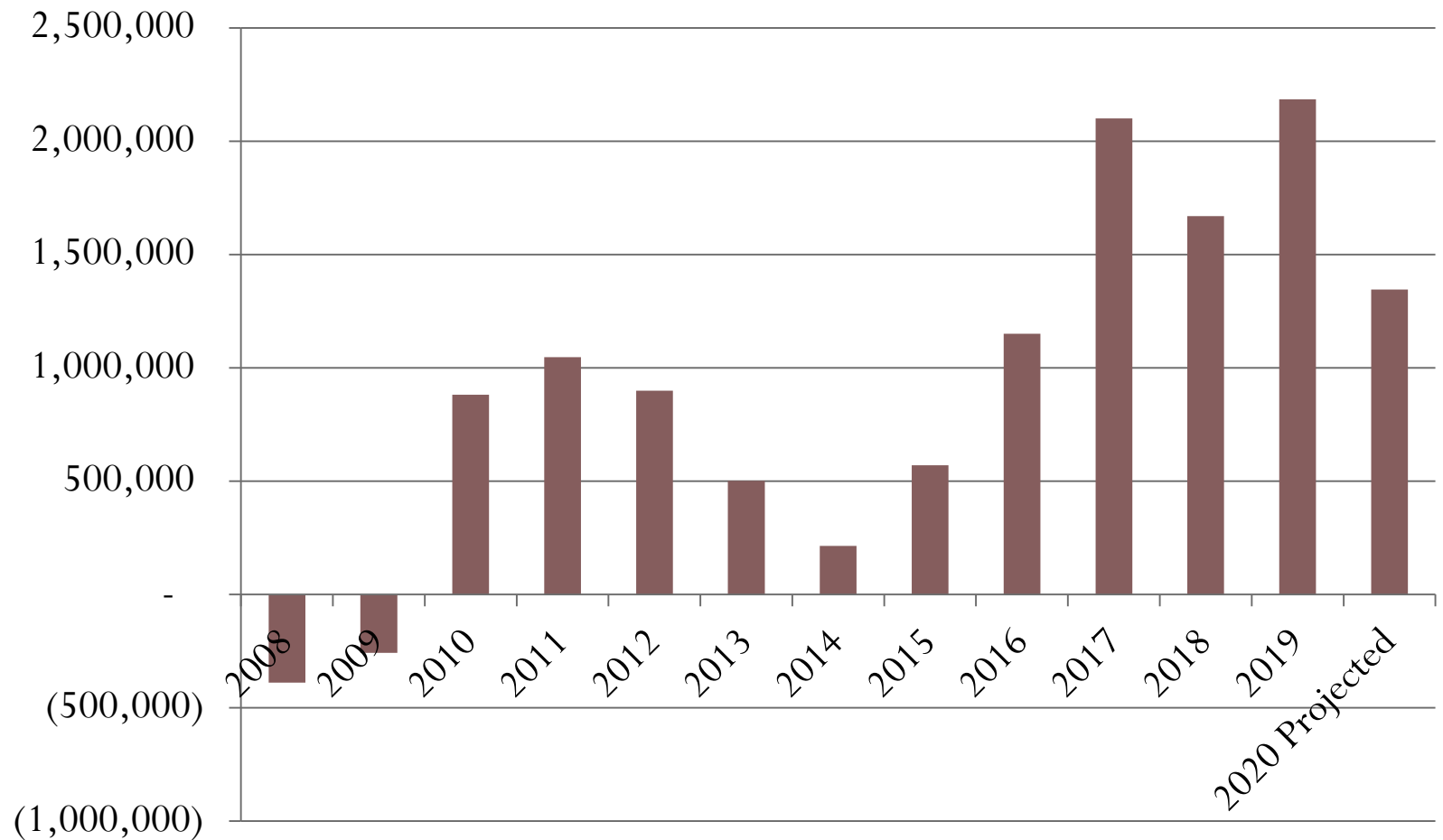
2020 CAPITAL PURCHASES

- 12 POLICE SQUADS \$534,000
- AMBULANCE \$224,000
- FIRE PLOW TRUCK \$53,000
- AIRPORT SNOW LOADER \$143,000
- DPW - TRUCKS, DOZER, PAVER, PLOWS, MISC
\$1,336,000

OPERATIONS AND CAPITAL REVIEW

YEAR	CASH FROM OPERATIONS	RENTS LESS EXPENSES	
		CAPITAL COSTS	NET
2020 PROJECTED	\$1,230,000	\$2,030,000	(\$800,000)
2019	\$1,727,813	\$1,238,799	\$489,014
2018	\$1,280,964	\$1,685,205	(\$404,241)
2017	\$1,786,548	\$690,358	\$1,096,190
2016	\$1,616,182	\$1,152,526	\$463,656
2015	\$1,254,829	\$835,145	\$419,684
2014	\$1,019,696	\$1,348,209	(\$328,513)
2013	\$948,249	\$1,267,263	(\$319,014)
2012	\$857,401	\$991,576	(\$134,175)

HISTORIC RESERVE REVIEW



2021 PROJECTION

ACCUMULATED RESERVES 12/31/2019 (AUDITED)	\$2,184,715
2020 PROJECTED NET RESULTS (CASH FROM OPERATIONS LESS CAPITAL PURCHASES)	(\$838,986)
2021 CASH FROM OPERATIONS	<u>\$1,300,000</u>
AVAILABLE	\$2,645,729
2021 CAPITAL PURCHASES	
COMMITTED PURCHASES (ALREADY ORDERED)	\$2,172,158
UNCOMMITTED EXPECTED BUDGETED PURCHASES	<u>\$935,320</u>
REQUIRED	\$3,107,478
PROJECTED RESERVE 12/31/2021	(\$461,749)

2021 CAPITAL PURCHASES

- 2 FIRE TRUCKS \$1,190,286
- POLICE (OUTFITTING CARS) \$128,984
- DPW –TRUCKS, PLOW, LIFT \$1,788,208

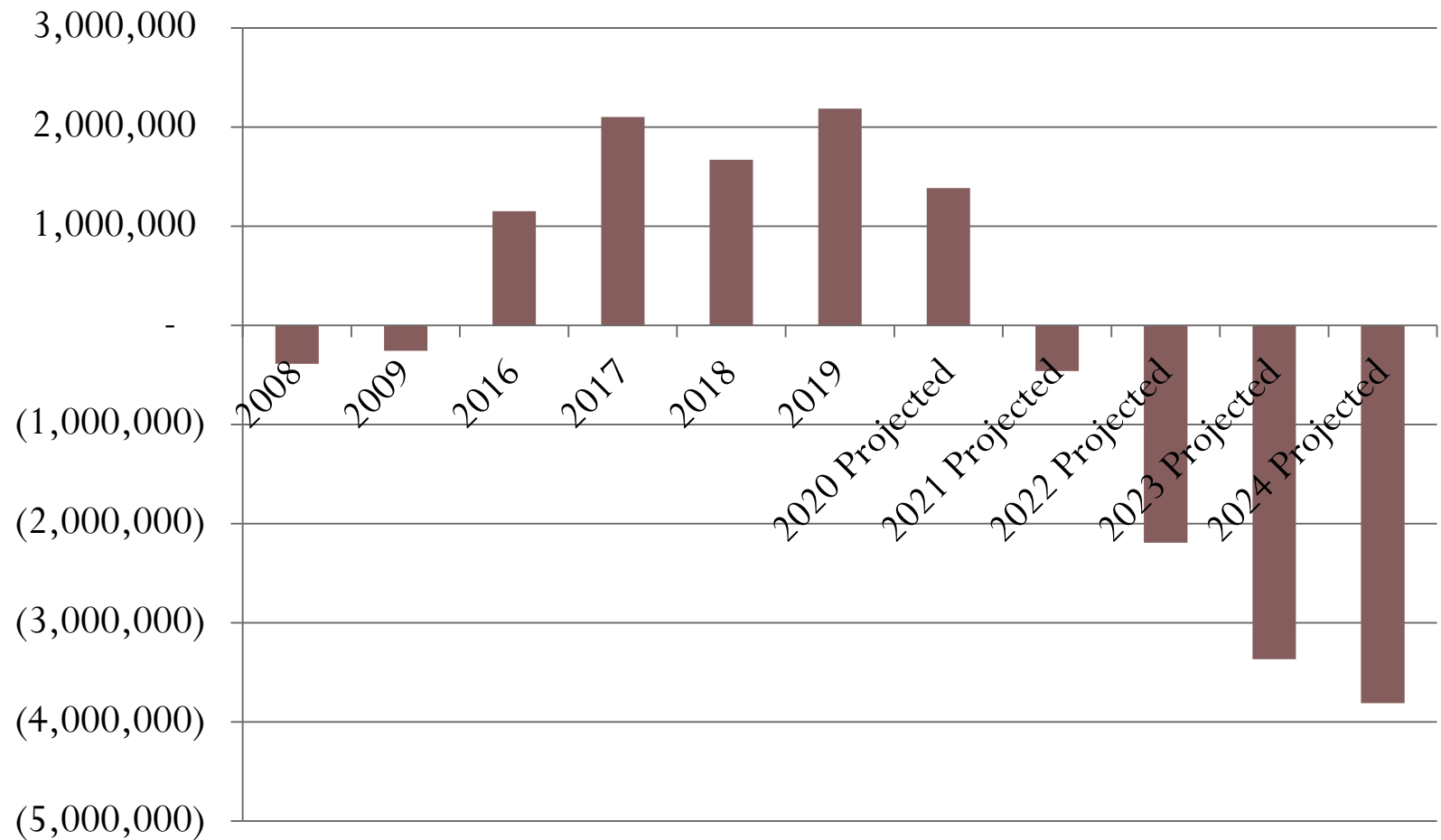
FUTURE CAPITAL PURCHASES

	2022	2023	2024
PUBLIC WORKS	\$1,840,000	\$1,838,000	\$1,512,000
FIRE	\$1,020,000*	\$462,000	\$162,000
POLICE	<u>\$169,000</u>	<u>\$177,000</u>	<u>\$167,000</u>
TOTAL	\$3,029,000	\$2,477,000	\$1,841,000

*FIRE

- 2022 AERIAL TRUCK (1985 replacement)

RESERVE IMPACT



BRIDGING THE FUTURE FINANCIAL GAP

- DEFER PURCHASES
- 2020 SURPLUS TRANSFER FROM GENERAL FUND
- BORROW FOR FIRE TRUCKS – 20-30 YEAR OWNERSHIP VERSUS 10 YEAR DEBT.

HOW THE STUDY WILL HELP

- DEVELOP A STANDARD REPLACEMENT POLICY THAT IDENTIFIES THE OPTIMAL BALANCE BETWEEN OWNERSHIP COST VERSUS MAINTENANCE COST
- RECOMMEND USER RATES TO PROVIDE ADEQUATE RESOURCES FOR REPLACEMENT AND MAINTENANCE
- LEASE VERSUS OWN RECOMMENDATIONS
- RECOMMEND CAPITAL FUNDING POLICY CASH VERSUS DEBT
- RECOMMEND INHOUSE VERSUS OUTSOURCE MAINTENANCE FOR COST EFFECTIVENESS

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

RESOLUTION OF THE PUBLIC HEALTH & SAFETY COMMITTEE

Approving COVID-19 Related Mask Requirement City Wide

Committee Action: Approved 3-2

Fiscal Impact: None

File Number: 20-0317

Date Introduced: March 23, 2021

FISCAL IMPACT SUMMARY

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

RESOLUTION

WHEREAS, the COVID-19 pandemic continues throughout the United States, including throughout the State of Wisconsin and the City of Wausau; and

WHEREAS, the City has an obligation under Wis. Stat. §62.11(5) to act “for the health, safety, and welfare of the public” to protect residents and employees; and

WHEREAS, evidence suggests that COVID-19 spreads mainly from person to person through respiratory droplets when a person infected with the disease, symptomatic or not, coughs, sneezes, or talks; and further, that wearing a cloth face covering reduces the risk of a person with a COVID-19 infection from spreading the infection to others and can also protect people without an infection from exposure to droplets that may contain the virus; and

WHEREAS, on January 12, 2021, the Wisconsin Department of Health Services has further confirmed present in Wisconsin a more contagious strain of COVID-19 which is more infectious, and more easily transmissible; and

WHEREAS, the Centers for Disease Control and the Wisconsin Department of Health Services advise that wearing a cloth face covering reduces the spread of COVID-19; and

WHEREAS, Governor Evers issued Executive Order #82, requiring the wearing of face coverings effective 12:01 AM on August 1, 2020 and expiring at midnight on September 28, 2020 and corresponding Emergency Order #1, requiring face coverings for people over the age of 5 whenever one is indoors or in an enclosed space, other than a private residence, and other people are present in the same room or space; and

WHEREAS, the Council passed Resolution File No. 20-0712 on September 22, 2020, approving COVID-19 related mask requirements in eleven (11) City owned facilities through December 31, 2020; and

WHEREAS, on September 22, 2020, Governor Evers, through Executive Order #90, declared a Public Health Emergency, in effect for 60 days until November 21, 2020; and

WHEREAS, the Council passed Resolution File No. 20-0317 on November 10, 2020, approving mask wearing requirements city-wide through January 31, 2021; and

WHEREAS, on November 20, 2020, Governor Evers, through Executive Order #95, declared a new Public Health Emergency, in effect for 60 days until January 19, 2021; and

WHEREAS, on January 19, 2021, Governor Evers, through Executive Order #104, declared a new Public Health Emergency, in effect for 60 days until March 20, 2021 and corresponding Emergency Order #1, requiring face coverings for people over the age of 5 whenever one is indoors or in an enclosed space, other than a private residence, and other people are present in the same room or space; and

WHEREAS, the Council passed Resolution File No. 20-0317 on January 26, 2021, approving mask wearing requirements city-wide through March 31, 2021; and

WHEREAS, Marathon County COVID-19 Order #1 provides that pursuant to Wis. Stat. §252.03(1)(2), the Health Officer recommends the use of a mask or cloth face covering when physical distancing of six (6) feet between people not residing in a single living unit or household is impractical.

WHEREAS, Marathon County is advising as of March 15 2021, that fully vaccinated (two or more weeks past single-dose vaccine or second of two-dose series) persons can visit with other fully vaccinated people indoors or unvaccinated people from a single household who are all at low risk for severe COVID-19 disease, indoors without wearing masks or physical distancing; when visiting unvaccinated people who are at increased risk for severe COVID-19 disease in public spaces, it is recommended that public health best practices be followed: wear a mask, physically distance, and avoid crowds;

NOW THEREFORE BE IT RESOLVED, by Mayor Katie Rosenberg and the Common Council of the City of Wausau, that every individual age five (5) and older who is present in the City of Wausau shall wear a face covering that covers the nose and mouth of that individual in indoor areas accessible to the public and while driving or riding public transportation or a qualifying vehicle, unless exempted below.

Exemptions.

- (1) Persons who have chronic upper respiratory conditions or are unconscious, incapacitated, or otherwise unable to remove their own face covering without assistance;

- (2) Persons with medical conditions, intellectual or developmental disabilities, mental health conditions, or sensory sensitivities that prevent or impair the person's ability to wear a face covering;
- (3) Persons who fall within the guidelines of the Center for Disease Control and Prevention for those who should not wear face coverings due to a medical condition, mental health condition, or disability that prevents them from wearing a face covering;
- (4) Persons who are communicating with an individual who is deaf or hard of hearing and communication cannot be achieved through other means;
- (5) Persons for whom wearing a face covering would create a risk to the person related to their work, as determined by government safety guidelines;
- (6) Persons in a setting where it is not practical or feasible to wear a face covering when obtaining or rendering goods or services to the extent necessary to obtain or render such goods and services including but not limited to the receipt of dental services or medical treatments or while consuming food or beverages;
- (7) Persons actually engaged in exercising in a gym or other similar indoor facility, so long as physical separation of not less than six (6) feet is maintained and the individual wears a face covering at all times when not actually engaged in exercising;
- (8) Whenever federal, state or local law otherwise prohibits wearing a face covering or where it is necessary to evaluate or verify an individual's identity;
- (9) Persons whose religious beliefs prevent them from wearing a face covering;
- (10) Persons who are fully vaccinated visiting other fully vaccinated people indoors, or visiting indoors with unvaccinated people from a single household who are all at low risk for severe COVID-19 disease.

Definitions.

- (1) "Face covering" means a manufactured or homemade cloth covering that fully covers an individual's nose and mouth and that is secured with ear straps or otherwise tied so as to prevent slipping, and/or a face shield which covers the mouth and nose, covers the side of the face, and is secured on the head.
- (2) "Indoor area accessible to the public" means any interior area of any structure or premises licensed by the City of Wausau or used in whole or in part as a place of resort, assemblage, lodging, trade, traffic, occupancy, or other use by the public, to which the public customarily has access, but does not include any private residence.

(3) “Fully vaccinated” against COVID-19 means it has been two or more weeks since receiving the second dose in a two-dose series, or one dose of a single-dose vaccine.

(4) “Qualifying vehicle” a paratransit vehicle, a taxi, a private car service vehicle, a ride-sharing vehicle, or any other for-hire vehicle.

BE IT FURTHER RESOLVED that all businesses, organizations, and non-profit entities within the City of Wausau are encouraged to post notice requiring employees, customers, visitors, members, or members of the public to wear a face covering whenever those persons are in a building open to the public.

BE IT FURTHER RESOLVED that this Resolution shall take effect March 31, 2021 and shall remain in effect until May 31, 2021, unless terminated earlier by the Common Council.

BE IT FURTHER RESOLVED that any ordinance, resolution or City policy in conflict with the above Resolution shall be superseded by this Resolution. This Resolution shall further supersede the Governor’s Emergency Order #1, to the extent that it is more restrictive than that Order.

Approved:

Katie Rosenberg, Mayor

PUBLIC HEALTH & SAFETY COMMITTEE

Date and Time: Monday, March 15, 2021, at 5:15 pm, (Council Chambers)

Members Present: Lisa Rasmussen (C), Dawn Herbst, Pat Peckham, Jim Wadinski; *By WebEx*: Becky McElhaney

Others Present: Tara Alfonso, Ben Bliven, Leslie Kremer, Bob Barteck, Katie Rosenberg

Discussion and possible action on COVID-19 related mask requirement city wide

Rasmussen stated the city's mask mandate has been extended a couple of times to sit behind the Governor's state wide mandate when there is one in effect. The time is approaching for the Governor's order, as well as the city mandate, to expire at the end of March. She asked the committee if they wanted to continue the city's mandate or let it go.

Rasmussen commented there is reason to be positive as it appears the pandemic is winding down, but it is still with us and health guidelines coming out indicate that even with the ramp up of vaccines we should continue to mask for a while yet. Dawn Herbst felt they should extend the mandate as long as they can; she did not want to concede and give in to early.

Becky McElhaney stated the resolution as written includes Public Transit and she pointed out public transit is under the TSA (Transportation Security Administration). Since it is federally mandated she did not feel Public Transit should be included in this resolution and asked for clarification of this by the City Attorney before it reached Council floor. She commented she had a problem with having a resolution because she found it to be moot. It is confusing to people with media calling it a mandate. She questioned what exactly a mandate is.

Tara Alfonso, Assistant City Attorney, stated the city's order would be subordinate to state and federal. To the second question she explained a resolution does not have the force and effect of an ordinance. If someone were to violate this resolution there is no citation or enforcement that the City of Wausau can take. It could be consider more like guidelines or urging from the city.

Mayor Rosenberg stated this is an official order from the City Council, which is a mandate, it just doesn't include punishment. Alfonso opined if it doesn't have a mechanism for enforcement then basically it is a strong request that is stating you "should" wear a mask, not you "shall" wear a mask.

Pat Peckham commented he saw no harm in continuing it and if the CDC or Marathon County Health Department guidelines change we back off, too.

Motion by Peckham, second by Herbst to approve the extension of the mask mandate to May 31, 2021. Motion carried 3-2. (*Wadinski and McElhaney were the dissenting votes.*)

 An official website of the United States government [Here's how you know](#)



Home » Media » Media Room » Press Releases

» TSA to implement Executive Order regarding face masks at airport security checkpoints and throughout the transportation network

Media

TSA to implement Executive Order regarding face masks at airport security checkpoints and throughout the transportation network

National Press Release
Sunday, January 31, 2021



([Español](#) | [Simplified Chinese](#) | [Traditional Chinese](#))

Face masks required.



TSA requires proper wearing of face masks, per federal law. Face masks are to be worn at all times. Failure to comply will result in denial of entry to the screening area, and may result in penalties.



Stay Healthy. Stay Secure.
tsa.gov/coronavirus

UPDATE: Regarding the civil penalty fine structure for individuals who violate the Security Directive, TSA will recommend a fine ranging from \$250 for the first offense up to \$1,500 for repeat offenders. Based on substantial aggravating or mitigating factors, TSA may seek a sanction amount that falls outside these ranges. TSA has provided transportation system operators specific guidance on how to report violations so that TSA may issue penalties to those who refuse to wear a face mask.

WASHINGTON – The Transportation Security Administration (TSA) will implement provisions of President Biden’s Executive Order on Promoting COVID-19 Safety in Domestic and International Travel by requiring travelers to wear face masks when they are in airports, bus and rail stations, as well as while on passenger aircraft, public transportation, passenger railroads, and over-the-road buses operating on

[Prevention \(CDC\) Emergency Order](#) requiring that individuals wear masks on conveyances and at stations, ports, or similar transportation hubs.

Starting on February 2, 2021, TSA will require individuals to wear a mask at TSA airport screening checkpoints and throughout the commercial and public transportation systems. This requirement will remain effective until May 11, 2021.

“TSA will fully comply with the President’s Executive Orders, CDC guidance and the DHS National Emergency determination to ensure healthy and secure travel across all transportation sectors. This will help prevent further spread of COVID-19 and encourage a unified government response,” said Darby LaJoye, Senior Official Performing the Duties of the TSA Administrator. “As we continue to experience impacts from this pandemic, we are committed to this measure as the right thing to do for the TSA workforce, for our industry stakeholders and for passengers.”

The federal face mask requirement extends to the nation’s domestic network of airports; passengers and crewmembers flying aboard airplanes operated by domestic and foreign air carriers with inbound flights to U.S. ports of entry; and surface transportation modes, such as passenger rail, bus systems, and over-the-road bus companies. Passengers without a mask may be denied entry, boarding, or continued transport. Failure to comply with the mask requirement can result in civil penalties.

Whether beginning the security screening process at the airport Travel Document Checker (TDC) or submitting checked baggage for screening, all passengers who appear to be over the age of 2 must properly wear a face mask throughout the security screening process. The officer at the TDC will request that travelers temporarily lower the mask to verify their identity. Those who approach the TDC without a mask will be asked to wear or obtain one to proceed. Passengers who refuse to wear a mask will not be permitted to enter the secure area of the airport, which includes the terminal and gate area. Depending on the circumstance, those who refuse to wear a mask may be subject to a civil penalty for attempting to circumvent screening requirements, interfering with screening personnel, or a combination of those offenses.

According to the CDC Order, face masks should cover the nose and mouth and fit snugly against the sides without gaps. Masks can be either manufactured or homemade and should be a solid piece of material without slits, exhalation valves, or punctures. While medical masks and N-95 respirators fulfill CDC and TSA’s requirements, face shields and/or goggles are not an acceptable substitute for the use of a mask; however, they may be used in addition to an acceptable mask.

In developing implementing guidance, TSA collaborated with stakeholders in identifying certain exemptions to the face mask requirement. Exemptions include travelers under the age of 2 years

old, those with a disability who cannot wear a mask, or cannot safely wear a mask because of the disability as defined by the Americans with Disabilities Act, and those for whom a mask would create a risk to workplace health, safety, or job duty as determined by relevant workplace safety guidelines or federal regulations. Visit [TSA.gov](#) for more [information about face mask requirements](#).

TSA Cares is a helpline that provides airline passengers with disabilities, medical conditions and other special circumstances additional assistance during the airport security screening process. Call them at (855) 787-2227 about 72 hours prior to traveling with any questions about screening policies, procedures and what to expect at the security checkpoint.

All commuters and airline travelers, including persons considering international travel, should first check the [CDC website](#) prior to taking their trip.

Throughout the pandemic, TSA has closely coordinated COVID-19 safeguards with industry stakeholders, federal partners, and local law enforcement. This coordination will continue for swift and consistent implementation of this requirement across the transportation network.

###

A - Z Index	Employees	Industry	Privacy
Covid-19	Federal Relay	Metrics	Report
DHS	FOIA	No FEAR	Fraud, Waste & Abuse
			USA.gov





Office of the City Attorney

TEL: (715) 261-6590

FAX: (715) 261-6808

Anne L. Jacobson
City Attorney

Tara G. Alfonso
Assistant City Attorney

Nathan Miller
Assistant City Attorney

STAFF MEMO

TO: Members of the Public Health and Safety Committee
Members of the Common Council

FROM: Anne Jacobson, City Attorney

RE: Approving Resolution related to COVID-19 Related Mask Requirement City Wide

DATE: March 11, 2021

To simplify the language of the Resolution, the following actions have occurred at each level of government:

State

Public Health Emergencies declared:

- July 30 – September 28, 2020 (Executive Order #82)
- September 22 – November 21, 2020 (Executive Order #90)
- November 20, 2020 – January 19, 2021 (Executive Order #95)
- January 19, 2021 – March 20, 2021 (Executive Order #104)
- February 4, 2021 – April 5, 2021 (Executive Order #105)

Mask wearing mandates:

- August 1 – September 28, 2020 (Emergency Order #1)
- January 19, 2021 – March 20, 2021 (Emergency Order #1)
- February 4, 2021 – April 5, 2021 (Emergency Order #1)

County

- May 14, 2020 – in effect until revoked or superseded (Marathon County COVID-19 Order #1)

City

Public Health Emergencies declared:

- October 30, 2020 (Executive Declaration No. 6 – ratified November 10, 2020)

In effect for so long as Executive Order # 90 is in effect (November 21, 2020) or this Proclamation is terminated by the Council, whichever is longer. (Still in effect)

Mask wearing mandates:

- September 22 – December 31, 2020 (Council Resolution No. 20-0712)
Requiring the wearing of masks in eleven (11) listed City-owned facilities
- November 10, 2020 – January 31, 2021 (Council Resolution No. 20-0317)
Requiring the wearing of masks city-wide
- January 31, 2021 – March 31, 2021 (Council Resolution No. 20-0317)
Requiring the wearing of masks city-wide



Office of the City Attorney

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Anne L. Jacobson
City Attorney

Tara G. Alfonso
Assistant City Attorney

Nathan Miller
Assistant City Attorney

MEMORANDUM

TO: Mayor Katie Rosenberg
Finance Committee
Common Council

FROM: Anne Jacobson, City Attorney

RE: Riverlife Wausau LLC

DATE: March 17, 2021

Purpose: To provide background information on the three Resolutions appearing in your packet, along with the attached materials.

Issues: 1. The Developer was conveyed the real property upon termination of their ground lease with the City, upon which the Phase I – Apartment Buildings are situated, on December 28, 2020. The City Surveyor staked the property lines when construction was complete and discovered the legal description didn't align as desired with the patios and sidewalk adjacent to the building. The City prefers to own only the established right of way (road) up to back of curb. There was a bit of additional floodplains which it made sense to convey to them as well, resulting in the need to authorize conveyance of the additional land by quitclaim deed and make changes regarding the legal description of the property to various documents.

2. The Developer approached the City, seeking to amend the amount by which the City would subordinate its mortgage to a third-party lender, by either eliminating it altogether, or increasing it. This request requires the express written consent of the City, which should not be unreasonably withheld, and requires amendment to various documents.

To allow for separate votes on each matter, I have prepared three Resolutions, which will require separate action and be effected, if approved, through the documents which appear following each resolution:

1. Approving conveyance of additional land to Riverlife Wausau LLC – Phase I

- First Amendment to Development Agreement (revises definition of "Property")
- Quitclaim Deed (conveys additional lands)

- Amended Memorandum of Development Agreement (Exhibit B to First Amendment to Development Agreement)
- Amendment to Mortgage (Exhibit C to First Amendment to Development Agreement)
- First Amendment to the East Riverfront Declaration (Exhibit D to First Amendment to Development Agreement)
- New map (added to depict change to property lines – Exhibit B-1 to First Amendment to East Riverfront Declaration)

2. Authorizing express written consent to subordinate City's mortgage to Riverlife Wausau LLC to third-party lender exceeding \$8,500,000

- First Amendment to Development Agreement
- Amended Memorandum of Development Agreement (Exhibit B to First Amendment to Development Agreement)
- Amendment to Mortgage (Exhibit C to First Amendment to Development Agreement)
- Staff Memo from Sean Fitzgerald

3. Amending Declaration of Covenants, Conditions, Restrictions and Easements for Wausau East Riverfront (as the description of the Lots to which the Declaration applies will change)

- First Amendment to the East Riverfront Declaration (Exhibit D to First Amendment to Development Agreement)
- Declaration for Wausau East Riverfront (added for clarity)
- Prior City Resolution (added for clarity)
- New Map (added for clarity – Exhibit B-1 to First Amendment to East Riverfront Declaration)

With respect to the second issue, the construction is complete and the building occupied; it is fully taxable. Because the building is complete and the City's loan is forgivable, you may choose to eliminate the subordination cap altogether since the loan will most likely be fully forgiven. However, if there is some devaluation of the Property in the future and the developer is required to repay a portion of the loan, it would be preferable to have a cap on the subordination amount so that, in the event of a foreclosure, the City would be in a better position to recoup some of the proceeds of its loan. Whether the subordination cap is raised or eliminated is a business decision, not necessarily a legal one, with respect to how secure the City feels with respect to its loan.

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

RESOLUTION OF THE FINANCE COMMITTEE

Approving conveyance of additional land to Riverlife Wausau LLC – Phase I

Committee Action: Pending

Fiscal Impact: None

File Number: 15-0708

Date Introduced: March 23, 2021

FISCAL IMPACT SUMMARY

COSTS	Budget Neutral	Yes ☒ No ☐	
	Included in Budget:	Yes ☐ No ☐	Budget Source
	One-time Costs:	Yes ☐ No ☐	Amount:
	Recurring Costs:	Yes ☐ No ☐	Amount:
SOURCE	Fee Financed:	Yes ☐ No ☐	Amount:
	Grant Financed:	Yes ☐ No ☐	Amount:
	Debt Financed:	Yes ☐ No ☐	Amount Annual Retirement
	TID Financed:	Yes ☐ No ☐	Amount:
	TID Source: Increment Revenue ☐ Debt ☐ Funds on Hand ☐ Interfund Loan ☐		

RESOLUTION

WHEREAS, the City and the Developer entered into that certain Development Agreement with Riverlife Wausau LLC (“Developer”), with an effective date of June 28, 2019; and

WHEREAS, Developer purchased that real property as described on Exhibit A-1 of the attached draft of the First Amendment to Development Agreement – (Riverlife-Phase I) (“Original Property”) from the City, by Special Warranty Deed on December 28, 2020; and

WHEREAS, once construction of Phase I Apartment buildings was complete and the property lines were staked, it was revealed that they needed to be adjusted to include the additional land as depicted on the attached map, to align the City’s ownership with established right-of-way only to back of curb; and

WHEREAS, the parties have agreed that certain additional portions of land adjacent to the Original Property and more particularly described on Exhibit A-2 of the attached draft of the First Amendment to Development Agreement – (Riverlife-Phase I) (“Additional Lands”) should also be conveyed to Developer, be combined with the Original Property (described on Exhibit A-3 of the attached draft of the First Amendment to Development Agreement - (Riverlife-Phase I) – “Expanded Property”) and be included in the real property that is subject to the Development Agreement; and

WHEREAS, these revisions necessitate an amendment to the Development Agreement, to revise the legal description to include the original property and additional lands.

NOW THEREFORE BE IT RESOLVED, that the Common Council approves the conveyance of the additional lands as described above, to be combined with the original property conveyed, and authorizes the appropriate City officials to execute those documents necessary for the conveyance, as well as the First Amendment to Development Agreement – (Riverlife – Phase I), as attached.

Approved:

Katie Rosenberg, Mayor

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

RESOLUTION OF THE FINANCE COMMITTEE

Authorizing express written consent to subordinate City's mortgage to Riverlife Wausau LLC to third-party lender exceeding \$8,500,000

Committee Action: Pending

Fiscal Impact:

File Number: 15-0708

Date Introduced: March 23, 2021

FISCAL IMPACT SUMMARY

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

RESOLUTION

WHEREAS, the City and Riverlife Wausau LLC entered into a Development Agreement and Mortgage on June 28, 2019; and

WHEREAS, paragraph 3.d. of that Agreement and the Mortgage both provide that the Mortgage is subordinate to any mortgage securing the third-party loan, provided that the amount of the third-party loan lien superior to the Mortgage shall not exceed \$8,500,000 ("Subordination Cap") without the City's prior written consent, which consent shall not be unreasonably withheld; and

WHEREAS, in paragraph 5.q. of that Agreement, the developer represents that they will not mortgage the property except up to \$8,500,000, or such higher amount approved by the City in the City's reasonable discretion; and

WHEREAS, following the termination of the Ground Lease on December 28, 2020 and transfer of the property by Special Warranty Deed to the Developer on December 28, 2020, the developer is now in the process of converting its construction loan to a regular mortgage loan with its lender, and due to various cost increases with the project in Phase I, desires to increase or eliminate the \$8,500,000 cap and requests the City's express written consent.

NOW THEREFORE BE IT RESOLVED by the Common Council that it expressly consents to the amount of \$10,000,000 as the Subordination Cap as described above, and authorizes the appropriate City officials to execute those documents necessary to effect this change.
Approved:

Katie Rosenberg, Mayor

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

RESOLUTION OF THE FINANCE COMMITTEE

Amending Declaration of Covenants, Conditions, Restrictions and Easements for Wausau East Riverfront

Committee Action: Pending

Fiscal Impact: None

File Number: 20-0826

Date Introduced: March 23, 2021

FISCAL IMPACT SUMMARY

COSTS	Budget Neutral	Yes	☒	No	☐	
	Included in Budget:	Yes	☐	No	☐	Budget Source
	One-time Costs:	Yes	☐	No	☐	Amount:
	Recurring Costs:	Yes	☐	No	☐	Amount:
SOURCE	Fee Financed:	Yes	☐	No	☐	Amount:
	Grant Financed:	Yes	☐	No	☐	Amount:
	Debt Financed:	Yes	☐	No	☐	Amount Annual Retirement
	TID Financed:	Yes	☐	No	☐	Amount:
	TID Source: Increment Revenue ☐ Debt ☐ Funds on Hand ☐ Interfund Loan ☐					

RESOLUTION

WHEREAS, on August 25, 2020, the Common Council approved the Declaration of Covenants, Conditions Restrictions and Easements for Wausau East Riverfront (Resolution and Declaration attached, as File No. 20-0826) which was recorded September 14, 2020 as Document #1814469 with the Marathon County Register of Deeds; and

WHEREAS, it is necessary to amend that Declaration to revise the configuration of the additional lands to be conveyed to Riverlife Wausau LLC once construction of Phase I was complete, and correct the legal description of the lot subject to the Declaration.

NOW THEREFORE BE IT RESOLVED that the Common Council approves amendment of the Declaration of Covenants, Restrictions and Easements for Wausau East Riverfront and authorizes the appropriate City officials to execute the attached First Amendment to East Riverfront Declaration.

Approved:

Katie Rosenberg, Mayor

**FIRST AMENDMENT TO
DEVELOPMENT AGREEMENT
(Riverlife – Phase I)**

THIS FIRST AMENDMENT TO DEVELOPMENT AGREEMENT (this “Amendment”) is made as of the ____ day of March, 2021 (the “Effective Date”), by and between the CITY OF WAUSAU, a Wisconsin municipal corporation (the “City”), and RIVERLIFE WAUSAU LLC, a Wisconsin limited liability company (“Developer”).

RECITALS

WHEREAS, the City and Developer entered into that certain Development Agreement with an Effective Date of June 28, 2019 (the “Development Agreement”), with respect to certain property located in the City of Wausau, County of Marathon, State of Wisconsin, as more particularly described in 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, pursuant to Sections 2.e. and 3.c. of the Development Agreement, Developer purchased the real property located in the City of Wausau, County of Marathon, State of Wisconsin, as more particularly described on Exhibit A-1 attached hereto (the “Original Property”) from the City, and the City transferred the Original Property to Developer on December 28, 2020, by that certain Special Warranty recorded in the Office of the Register of Deeds for Marathon County, Wisconsin on December 30, 2020, as Document Number 1823931; and

WHEREAS, the City and Developer have agreed that certain additional portions of land owned by the City and adjacent to the Original Property as more particularly described on Exhibit A-2 attached hereto (the “Additional Lands”) should also be conveyed by the City to Developer, be combined with the Original Property (the Original Property and the Additional Lands, collectively, the “Expanded Property”), and be included in the real property that is subject to the Development Agreement; and

WHEREAS, additionally, the Development Agreement and the Mortgage each provide that the Mortgage is subordinate to any mortgage securing the Third-Party Loan; provided, however, that the amount of the Third-Party Loan lien superior to the Mortgage shall not exceed \$8,500,000.00 (the “Subordination Cap”); and

WHEREAS, Developer and the Third-Party Lender have requested that the Subordination Cap be increased to \$[_____] (the “New Subordination Cap”), and the City desires to increase the Subordination Cap to the New Subordination Cap; and

WHEREAS, the City and Developer desire to amend the Development Agreement subject to the terms and conditions herein.

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

1. Additional Lands.

a. The City is the owner of the Additional Lands. The City and Developer hereby agree that, simultaneously with the execution of this Amendment, the City shall, in exchange for a purchase price of One Dollar (\$1.00), transfer and convey the Additional Lands to Developer by quit claim deed subject to all matters of record other than monetary liens, including, without limitation, the Riverfront Declaration. All title fees, transfer fees and recording fees for the purchase shall be at Developer's sole cost and expense. The City and Developer hereby agree that the transfer of the Additional Lands from the City to Developer shall be considered a "lot line adjustment", and Developer acknowledges that the City has no obligation to create a new certified survey map description of the Expanded Property.

b. DEVELOPER ACKNOWLEDGES AND AGREES THAT THE CITY IS CONVEYING AND DEVELOPER IS ACCEPTING THE ADDITIONAL LANDS ON AN "AS-IS, WHERE-IS, WITH ALL FAULTS" BASIS AND THAT DEVELOPER IS NOT RELYING ON ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER OTHER THAN THOSE CONTAINED HEREIN, EXPRESS OR IMPLIED, FROM THE CITY OR ITS AGENTS AS TO ANY MATTERS CONCERNING THE ADDITIONAL LANDS. AS A PART OF ITS AGREEMENT TO ACCEPT THE ADDITIONAL LANDS IN ITS "AS IS" CONDITION, DEVELOPER, FOR ITSELF AND ITS SUCCESSORS, ASSIGNS, AGENTS, EMPLOYEES, CONTRACTORS AND INVITEES, HEREBY WAIVES, DISCHARGES AND RELEASES THE CITY FROM ANY AND ALL DEMANDS, CLAIMS, LEGAL OR ADMINISTRATIVE PROCEEDINGS, LOSSES, LIABILITIES, DAMAGES, PENALTIES, FINES, LIENS, JUDGMENTS, COSTS OR EXPENSES WHATSOEVER, WHETHER DIRECT OR INDIRECT, KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, THAT MAY ARISE ON ACCOUNT OF OR IN ANY WAY BE CONNECTED WITH OR RELATED TO THE PHYSICAL, GEOLOGICAL OR ENVIRONMENTAL CONDITION OF THE ADDITIONAL LANDS, INCLUDING, WITHOUT LIMITATION, ANY PAST OR PRESENT CONDITION OF OR ACTION ON OR ABOUT THE ADDITIONAL LANDS (INCLUDING, WITHOUT LIMITATION, THE PRESENCE OF HAZARDOUS OR TOXIC MATERIAL AT, UNDER OR IN THE GENERAL VICINITY OF THE ADDITIONAL LANDS) OR THE CURRENT OR PREVIOUS VIOLATION OF ENVIRONMENTAL LAWS AT THE ADDITIONAL LANDS, IF ANY; provided, however, that the above release of the City shall not apply to any claims against the City related to fraud, intentional misrepresentation, and the enforcement of this Amendment.

2. Amendments to Development Agreement.

a. *Definition of "Property"*. Exhibit A to the Development Agreement is hereby deleted in its entirety and replaced with Exhibit A-3 attached hereto, which includes the legal description of the Expanded Property. The term "Property" as used in the

Development Agreement as amended by this Amendment shall mean the Expanded Property as more particularly described on Exhibit A-3 attached hereto.

b. *New Subordination Cap.* Notwithstanding anything in the Development Agreement to the contrary, the City hereby consents to the Mortgage being subordinate to any mortgage securing the Third-Party Loan in an amount up to the New Subordination Cap.

3. Memorandum. The City and Developer hereby agree that, simultaneously with the execution of this Amendment, the parties shall promptly execute a short form memorandum of the Development Agreement as amended by this Amendment in the form attached hereto as Exhibit B, which shall be recorded with respect to the Expanded Property immediately following the recording of the quit claim deed transferring the Additional Lands to Developer.

4. Mortgage Amendment. Simultaneously with the execution of this Amendment, the City and Developer shall execute an amendment to the Mortgage in the form attached hereto as Exhibit C, which shall be recorded with respect to the Original Property and the Additional Lands.

5. Amendment to Riverfront Declaration. Effective as of the date of the transfer of the Additional Lands, Developer consents to the City entering into and recording an amendment to the Riverfront Declaration in the form attached hereto as Exhibit D.

6. Conditions Precedent. 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 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.

7. 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. The provisions of the Development Agreement not affected by this Amendment remain in full force and effect.

8. 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.

9. 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 faxed and 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.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Development Agreement as of the Effective Date first printed above.

DEVELOPER:

RIVERLIFE WAUSAU LLC

By: _____
Name: Mitch Viegut
Title: Manager

THE CITY

CITY OF WAUSAU

By: _____
Katie Rosenberg, Mayor

Attest: _____
Name: Leslie M. Kremer, Clerk

EXHIBIT A-1

LEGAL DESCRIPTION OF THE ORIGINAL PROPERTY

Lot one (1) of Certified Survey Map No. 18353 recorded in the office of the Register of Deeds in Volume 90 of Certified Survey Maps on Page 93, as Document No. 1781845 and affidavit of correction as Document No. 1783081; being part of Government Lot 6, Section twenty-six (26), Township twenty-nine (29) North, Range seven (7) East, in the City of Wausau, Marathon County, Wisconsin.

PIN: 291.2907.264.0973

EXHIBIT A-2

LEGAL DESCRIPTION OF THE ADDITIONAL LANDS

Parcel 1:

Part of Lot 2 of Certified Survey Map No. 18353 recorded in the Office of Register of Deeds for Marathon County in Volume 90 of Certified Survey Maps on Page 93, being part of Government Lot 6, Section 26, Township 29 North, Range 7 East, City of Wausau, Marathon County, Wisconsin, described as follows:

Commencing at the Southeast corner of Lot 1, said Certified Survey Map No. 18353; thence North 4°53'30" E, along the Easterly line of said Lot 1, 30.00 feet to the point of beginning;

Thence continuing N 4°53'30" E, along said Easterly line, 116.52 feet; thence N 49°53'22" E, along said Easterly line, 22.06 feet; thence S 85°03'58" E, along said Easterly line, 60.49 feet; thence continuing along said Easterly line and along the arc of a curve to the left, having a chord bearing of N 84°35'10" E and a chord distance of 12.46 feet and a radius of 34.68 feet; thence N 74°14'18" E, along said Easterly line, 32.90 feet to the East line of said Lot 1; thence S 4°56'02" W, 9.66 feet; thence S 80°00'0" W, 31.45 feet; thence along the arc of a curve to the right, having a chord bearing of S 87°28'01" W and a chord distance of 10.40 feet and a radius of 40.00 feet; thence N 85°03'58" W, 62.41 feet; thence S 49°53'22" W, 15.92 feet; thence S 4°53'30" W, 115.61 feet to the Northerly right-of-way of Fulton Street; thence N 85°06'30" W, along said Northerly right-of-way, 4.75 feet to said Easterly line of Lot 1, the point of beginning, containing 0.029 acres.

PIN: Part of 291-2907-253-0622 to 291-2907-264-0973

Parcel 2:

Part of Lot 2 of Certified Survey Map No. 18353 recorded in the Office of Register of Deeds for Marathon County in Volume 90 of Certified Survey Maps on Page 93, being part of Government Lot 6, Section 26, Township 29 North, Range 7 East, City of Wausau, Marathon County, Wisconsin, described as follows:

Commencing at the Southwest corner of Lot 1, said Certified Survey Map No. 18353, the point of beginning;

Thence N 85°06'38" W, 9.27 feet to the Westerly line of said Lot 2; thence N 14°50'00" W, along said Westerly line, 27.95 feet; thence along said Westerly line and along the arc of a curve to the right having a chord bearing of N 0°25'00" E and a chord distance of 52.61 feet and a radius of 100.00 feet; thence N 15°40'00" E, along said Westerly line, 11.22 feet; thence along said Westerly line and along the arc of a curve to the right having a chord bearing of N 19°54'00" E and a chord distance of 88.58 feet and a radius of 600.00 feet; thence N 24°08'00" E, along said Westerly line, 41.24 feet to the Westerly line of said Lot 1; thence S 4°53'22" W, along said Westerly line, 18.24 feet; thence S 14°00'00" W, along said Westerly line, 100.00 feet; thence S 4°53'22" W, along

said Westerly line, 97.31 feet to said Southwest corner of Lot 1, the point of beginning, containing 0.079 acres.

PIN: Part of 291-2907-253-0622 to 291-2907-264-0973

EXHIBIT A-3

LEGAL DESCRIPTION OF THE EXPANDED PROPERTY

Parcel A:

Lot one (1) of Certified Survey Map No. 18353 recorded in the office of the Register of Deeds in Volume 90 of Certified Survey Maps on Page 93, as Document No. 1781845 and affidavit of correction as Document No. 1783081; being part of Government Lot 6, Section twenty-six (26), Township twenty-nine (29) North, Range seven (7) East, in the City of Wausau, Marathon County, Wisconsin.

PIN: 291.2907.264.0973

Parcel B:

Part of Lot 2 of Certified Survey Map No. 18353 recorded in the Office of Register of Deeds for Marathon County in Volume 90 of Certified Survey Maps on Page 93, being part of Government Lot 6, Section 26, Township 29 North, Range 7 East, City of Wausau, Marathon County, Wisconsin, described as follows:

Commencing at the Southeast corner of Lot 1, said Certified Survey Map No. 18353; thence North 4°53'30" E, along the Easterly line of said Lot 1, 30.00 feet to the point of beginning;

Thence continuing N 4°53'30" E, along said Easterly line, 116.52 feet; thence N 49°53'22" E, along said Easterly line, 22.06 feet; thence S 85°03'58" E, along said Easterly line, 60.49 feet; thence continuing along said Easterly line and along the arc of a curve to the left, having a chord bearing of N 84°35'10" E and a chord distance of 12.46 feet and a radius of 34.68 feet; thence N 74°14'18" E, along said Easterly line, 32.90 feet to the East line of said Lot 1; thence S 4°56'02" W, 9.66 feet; thence S 80°00'0" W, 31.45 feet; thence along the arc of a curve to the right, having a chord bearing of S 87°28'01" W and a chord distance of 10.40 feet and a radius of 40.00 feet; thence N 85°03'58" W, 62.41 feet; thence S 49°53'22" W, 15.92 feet; thence S 4°53'30" W, 115.61 feet to the Northerly right-of-way of Fulton Street; thence N 85°06'30" W, along said Northerly right-of-way, 4.75 feet to said Easterly line of Lot 1, the point of beginning, containing 0.029 acres.

PIN: Part of 291-2907-253-0622 to 291-2907-264-0973

Parcel C:

Part of Lot 2 of Certified Survey Map No. 18353 recorded in the Office of Register of Deeds for Marathon County in Volume 90 of Certified Survey Maps on Page 93, being part of Government Lot 6, Section 26, Township 29 North, Range 7 East, City of Wausau, Marathon County, Wisconsin, described as follows:

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Thence N 85°06'38" W, 9.27 feet to the Westerly line of said Lot 2; thence N 14°50'00" W, along said Westerly line, 27.95 feet; thence along said Westerly line and along the arc of a curve to the right having a chord bearing of N 0°25'00" E and a chord distance of 52.61 feet and a radius of 100.00 feet; thence N 15°40'00" E, along said Westerly line, 11.22 feet; thence along said Westerly line and along the arc of a curve to the right having a chord bearing of N 19°54'00" E and a chord distance of 88.58 feet and a radius of 600.00 feet; thence N 24°08'00" E, along said Westerly line, 41.24 feet to the Westerly line of said Lot 1; thence S 4°53'22" W, along said Westerly line, 18.24 feet; thence S 14°00'00" W, along said Westerly line, 100.00 feet; thence S 4°53'22" W, along said Westerly line, 97.31 feet to said Southwest corner of Lot 1, the point of beginning, containing 0.079 acres.

PIN: Part of 291-2907-253-0622 to 291-2907-264-0973

EXHIBIT B

FORM OF RECORDABLE SHORT FORM MEMORANDUM

[Attach to this cover page.]

**MEMORANDUM OF
DEVELOPMENT AGREEMENT**
(Riverlife – Phase I)

Document Number

Document Name

THIS MEMORANDUM OF DEVELOPMENT AGREEMENT (this “Memorandum”) is made and entered into as of the _____ day of March, 2021, 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 RIVERLIFE WAUSAU LLC, a Wisconsin limited liability company, with offices located at 517 Franklin Street, Wausau, WI 54403 (“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 (Riverlife – Phase I) dated as of June 28, 2019 (as amended to date and as may be further amended from time to time, the “Development Agreement”) with respect to certain property described on Exhibit A attached hereto (the “Property”); and

WHEREAS, pursuant to the Development Agreement, the City has transferred the Property to Developer; 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. 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; including, without limitation, the obligation to pay certain amounts to the City, including certain annual “Shortfall Payments” (as defined in the Development Agreement).

b. The term of the Development Agreement commenced as of June 28, 2019, and terminates as provided therein.

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.

c. 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.

d. 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.

e. This Memorandum may be executed in several counterparts, each of which shall be deemed an original but all of which counterparts collectively shall constitute one instrument representing the agreement among the Parties.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Parties have executed this Memorandum as of the date first set forth above.

DEVELOPER:

RIVERLIFE WAUSAU LLC

By:_____

Name: Mitch Viegut

Title: Managing Member

STATE OF WISCONSIN)
) ss.
COUNTY OF _____)

Personally came before me this _____ day of March, 2021, Mitch Viegut, to me known to be the person who executed the foregoing instrument and to me known to be the Managing Member of Riverlife Wausau LLC, a Wisconsin limited liability company, and acknowledged that he executed the foregoing instrument as such authorized representative of said entity and with its authority.

Notary Public, State of Wisconsin

My commission expires:_____

THE CITY:

THE CITY OF WAUSAU, WISCONSIN

By: _____
Katie Rosenberg, Mayor

Attest:

By: _____
Leslie M. Kremer, Clerk

STATE OF WISCONSIN)
) ss.
COUNTY OF MARATHON)

Personally came before me this _____ day of March, 2021, Katie Rosenberg and Leslie M. Kremer, of the above-named City of Wausau, Wisconsin, to me known to be the persons who executed the foregoing instrument and to me known to be such Mayor and Clerk, respectively, and acknowledged that they executed the foregoing instrument as such officers as the deed of said City of Wausau, Wisconsin, by its authority.

Notary Public, State of Wisconsin
My commission expires: _____

This instrument was drafted by:

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

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

Parcel A:

Lot one (1) of Certified Survey Map No. 18353 recorded in the office of the Register of Deeds in Volume 90 of Certified Survey Maps on Page 93, as Document No. 1781845 and affidavit of correction as Document No. 1783081; being part of Government Lot 6, Section twenty-six (26), Township twenty-nine (29) North, Range seven (7) East, in the City of Wausau, Marathon County, Wisconsin.

PIN: 291.2907.264.0973

Parcel B:

Part of Lot 2 of Certified Survey Map No. 18353 recorded in the Office of Register of Deeds for Marathon County in Volume 90 of Certified Survey Maps on Page 93, being part of Government Lot 6, Section 26, Township 29 North, Range 7 East, City of Wausau, Marathon County, Wisconsin, described as follows:

Commencing at the Southeast corner of Lot 1, said Certified Survey Map No. 18353; thence North 4°53'30" E, along the Easterly line of said Lot 1, 30.00 feet to the point of beginning;

Thence continuing N 4°53'30" E, along said Easterly line, 116.52 feet; thence N 49°53'22" E, along said Easterly line, 22.06 feet; thence S 85°03'58" E, along said Easterly line, 60.49 feet; thence continuing along said Easterly line and along the arc of a curve to the left, having a chord bearing of N 84°35'10" E and a chord distance of 12.46 feet and a radius of 34.68 feet; thence N 74°14'18" E, along said Easterly line, 32.90 feet to the East line of said Lot 1; thence S 4°56'02" W, 9.66 feet; thence S 80°00'0" W, 31.45 feet; thence along the arc of a curve to the right, having a chord bearing of S 87°28'01" W and a chord distance of 10.40 feet and a radius of 40.00 feet; thence N 85°03'58" W, 62.41 feet; thence S 49°53'22" W, 15.92 feet; thence S 4°53'30" W, 115.61 feet to the Northerly right-of-way of Fulton Street; thence N 85°06'30" W, along said Northerly right-of-way, 4.75 feet to said Easterly line of Lot 1, the point of beginning, containing 0.029 acres.

PIN: Part of 291-2907-253-0622 to 291-2907-264-0973

Parcel C:

Part of Lot 2 of Certified Survey Map No. 18353 recorded in the Office of Register of Deeds for Marathon County in Volume 90 of Certified Survey Maps on Page 93, being part of Government Lot 6, Section 26, Township 29 North, Range 7 East, City of Wausau, Marathon County, Wisconsin, described as follows:

Commencing at the Southwest corner of Lot 1, said Certified Survey Map No. 18353, the point of beginning;

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PIN: Part of 291-2907-253-0622 to 291-2907-264-0973

EXHIBIT C

FORM OF MORTGAGE AMENDMENT

[Attach to this cover page.]

**FIRSTAMENDMENT TO REAL
ESTATE MORTGAGE
(Riverlife – Phase I)**

Document Number

Document Title

THIS FIRST AMENDMENT TO REAL ESTATE MORTGAGE (Riverlife- Phase I) (this “Amendment”), dated as of March [____], 2021, is by and between **RIVERLIFE WAUSAU LLC**, a Wisconsin limited liability company (“Mortgagor”), and the **CITY OF WAUSAU** (“Lender”).

RECITALS

A. Mortgagor has executed and delivered to the Lender that certain Real Estate Mortgage (Riverlife - Phase I), dated as of December 28, 2020, from Mortgagor to Lender and recorded in the Office of the Register of Deeds for Marathon County, Wisconsin, on December 30, 2020, as Document No. 1823934 (the “Mortgage”). Any capitalized term used in this Amendment and not defined herein shall have the meaning assigned to that term in the Mortgage.

Recording Area

Name and Return Address

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

See Exhibit A-3 attached hereto

Parcel Identification Number (PIN)

B. The Mortgage encumbers the real property located in Marathon County, Wisconsin, described on Exhibit A-1 attached hereto (the “Original Property”).

C. The Mortgage was executed and recorded upon the transfer of the Original Property from Lender to Mortgagor in accordance with the Development Agreement. On even date herewith, Mortgagor and Lender have executed that certain First Amendment to Development Agreement (the “DA Amendment”) which amended the Development Agreement, and, among other agreements, Lender agreed to transfer and convey to Developer the additional real property adjacent to the Mortgaged Property described on Exhibit A-2 attached hereto (the “Additional Lands”).

D. On even date herewith, Lender transferred and conveyed the Additional Lands to Developer and, upon such transfer, the DA Amendment requires Mortgagor and Lender to amend the Mortgage.

E. In accordance with the DA Amendment, Mortgagor and Lender desire to amend the Mortgage in accordance with this Amendment.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Mortgagor and Lender agree as follows:

1. Legal Description. Section 1 of the Mortgage is hereby amended and restated in its entirety and replaced with the legal description attached hereto as Exhibit A-3, which constitutes the combination of the Original Property and the Additional Lands.

2. Amount of Primary Mortgage. Section 2 of the Mortgage is hereby amended by deleting the dollar amount of \$8,075,000 and replacing it with the dollar amount of \$[_____]

3. Other Terms. Except as otherwise expressly set forth herein, all other terms and conditions and the original priority of the Mortgage shall continue and remain in full force and effect from the date of its execution and delivery.

4. Counterparts. This Amendment may be simultaneously executed in several counterparts each of which is an original and all of which constitute but one and the same instrument.

[Signature page follows.]

IN WITNESS WHEREOF, the parties have caused this First Amendment to Real Estate Mortgage to be duly signed, sealed and delivered the day and year first above written.

MORTGAGOR:

RIVERLIFE WAUSAU LLC

By: _____

Name: Mitch Viegut

Title: Managing Member

[illegible]

Personally came before me this _____ day of March, 2021, Mitch Viegut, to me known to be the person who executed the foregoing instrument and to me known to be the Managing Member of Riverlife Wausau LLC, a Wisconsin limited liability company, and acknowledged that he executed the foregoing instrument as such authorized representative of said entity and with its authority.

Notary Public, State of Wisconsin

My commission expires:_____

LENDER:

THE CITY OF WAUSAU, WISCONSIN

By: _____
Katie Rosenberg, Mayor

Attest:

By: _____
Leslie M. Kremer, Clerk

STATE OF WISCONSIN)
) ss.
COUNTY OF MARATHON)

Personally came before me this _____ day of March, 2021, Katie Rosenberg and Leslie M. Kremer, of the above-named City of Wausau, Wisconsin, to me known to be the persons who executed the foregoing instrument and to me known to be such Mayor and Clerk, respectively, and acknowledged that they executed the foregoing instrument as such officers as the deed of said City of Wausau, Wisconsin, by its authority.

Notary Public, State of Wisconsin
My commission expires: _____

This instrument drafted by:

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

EXHIBIT A-1

LEGAL DESCRIPTION OF THE ORIGINAL PROPERTY

Lot one (1) of Certified Survey Map No. 18353 recorded in the office of the Register of Deeds in Volume 90 of Certified Survey Maps on Page 93, as Document No. 1781845 and affidavit of correction as Document No. 1783081; being part of Government Lot 6, Section twenty-six (26), Township twenty-nine (29) North, Range seven (7) East, in the City of Wausau, Marathon County, Wisconsin.

PIN: 291.2907.264.0973

EXHIBIT A-2

LEGAL DESCRIPTION OF THE ADDITIONAL LANDS

Parcel 1:

Part of Lot 2 of Certified Survey Map No. 18353 recorded in the Office of Register of Deeds for Marathon County in Volume 90 of Certified Survey Maps on Page 93, being part of Government Lot 6, Section 26, Township 29 North, Range 7 East, City of Wausau, Marathon County, Wisconsin, described as follows:

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Thence continuing N 4°53'30" E, along said Easterly line, 116.52 feet; thence N 49°53'22" E, along said Easterly line, 22.06 feet; thence S 85°03'58" E, along said Easterly line, 60.49 feet; thence continuing along said Easterly line and along the arc of a curve to the left, having a chord bearing of N 84°35'10" E and a chord distance of 12.46 feet and a radius of 34.68 feet; thence N 74°14'18" E, along said Easterly line, 32.90 feet to the East line of said Lot 1; thence S 4°56'02" W, 9.66 feet; thence S 80°00'0" W, 31.45 feet; thence along the arc of a curve to the right, having a chord bearing of S 87°28'01" W and a chord distance of 10.40 feet and a radius of 40.00 feet; thence N 85°03'58" W, 62.41 feet; thence S 49°53'22" W, 15.92 feet; thence S 4°53'30" W, 115.61 feet to the Northerly right-of-way of Fulton Street; thence N 85°06'30" W, along said Northerly right-of-way, 4.75 feet to said Easterly line of Lot 1, the point of beginning, containing 0.029 acres.

PIN: Part of 291-2907-253-0622 to 291-2907-264-0973

Parcel 2:

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feet; thence S 4°53'22" W, along said Westerly line, 97.31 feet to said Southwest corner of Lot 1, the point of beginning, containing 0.079 acres.

PIN: Part of 291-2907-253-0622 to 291-2907-264-0973

EXHIBIT A-3

LEGAL DESCRIPTION OF THE PROPERTY

Parcel A:

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PIN: 291.2907.264.0973

Parcel B:

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PIN: Part of 291-2907-253-0622 to 291-2907-264-0973

Parcel C:

Part of Lot 2 of Certified Survey Map No. 18353 recorded in the Office of Register of Deeds for Marathon County in Volume 90 of Certified Survey Maps on Page 93, being part of Government Lot 6, Section 26, Township 29 North, Range 7 East, City of Wausau, Marathon County, Wisconsin, described as follows:

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PIN: Part of 291-2907-253-0622 to 291-2907-264-0973

EXHIBIT D

FORM OF AMENDMENT TO RIVERFRONT DECLARATION

[Attach to this cover page.]

**FIRST AMENDMENT TO EAST
RIVERFRONT DECLARATION**

Document Number

Document Title

THIS FIRST AMENDMENT TO EAST RIVERFRONT DECLARATION (this “Amendment”) is made of March [____], 2021 by the **CITY OF WAUSAU**, a Wisconsin Municipal corporation (“Declarant”).

RECITALS

A. Declarant entered into a certain Declaration of Covenants, Conditions, Restrictions and Easements for Wausau East Riverfront dated as of August 26, 2020 affecting the property described on Exhibit A attached hereto, which instrument was recorded in the Office of the Register of Deeds for Marathon County, Wisconsin, on September 14, 2020, as Document No. 1814469 (the “Declaration”).

B. In accordance with the Declaration, Declarant desires to amend the Declaration as set forth in this Amendment.

NOW, THEREFORE, pursuant to Section 10.2 of the Declaration, Declarant hereby declares the following:

1. Definitions. Any capitalized term used in this Amendment and not defined herein shall have the meaning assigned to that term in the Declaration.
2. Revised Exhibits. Exhibit B of the Declaration is hereby replaced in its entirety by Exhibit B-1 attached hereto. Exhibit C of the Declaration is hereby replaced in its entirety by Exhibit C-1 attached hereto. Exhibit D of the Declaration is hereby replaced in its entirety by Exhibit D-1 attached hereto.
3. Reaffirmation of Declaration. Except as otherwise expressly set forth herein, all other terms and conditions of the Declaration shall continue and remain in full force and.

[Signature page follows.]

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 hereto

Parcel Identification Number (PIN)

IN WITNESS WHEREOF, the Declarant has executed this Amendment as of the day and year first above written.

DECLARANT

THE CITY OF WAUSAU, WISCONSIN

By: _____
Katie Rosenberg, Mayor

Attest:

By: _____
Leslie M. Kremer, Clerk

STATE OF WISCONSIN)
) ss.
COUNTY OF MARATHON)

Personally came before me this _____ day of March, 2021, Katie Rosenberg and Leslie M. Kremer, of the above-named City of Wausau, Wisconsin, to me known to be the persons who executed the foregoing instrument and to me known to be such Mayor and Clerk, respectively, and acknowledged that they executed the foregoing instrument as such officers as the deed of said City of Wausau, Wisconsin, by its authority.

Notary Public, State of Wisconsin
My commission expires: _____

This instrument drafted by:

Isaac J. Roang
Quarles & Brady LLP
411 E., Wisconsin Avenue, Suite 2400
Milwaukee, WI 53202

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

North Zone:

Part of Certified Survey Map No. 17367 recorded in the Office of Register of Deeds for Marathon County in Volume 83 of Certified Survey Maps on Page 24, being part of Sections 25 and 26, Township 29 North, Range 7 East, City of Wausau, Marathon County, Wisconsin, described as follows:

All of Lot 1 of said Certified Survey Map No. 17367, and that part of Lot 2 of said Certified Survey Map No. 17367 lying Southerly of the Northerly line of said Lot 1 extended Westerly.

PINs: 291-2907-252-0982
291-2907-252-0981

South Zone:

Lots 1 and 2 of Certified Survey Map No. 18353 recorded in the Office of Register of Deeds for Marathon County in Volume 90 of Certified Survey Maps on Page 93, being part of the Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$, Section 25, and part of Government Lot 6, Section 26, Township 29 North, Range 7 East, City of Wausau, Marathon County, Wisconsin; and also;

That portion of said Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ and said Government Lot 6 lying between said Lots 1 and 2 and the Wisconsin River to the West and it's River Channel to the North, being Parkland as dedicated by City of Wausau Common Council Resolution File no. 17-0807.

PINs: 291-2907-264-0973
291-2907-253-0622
291-2907-253-0623
291-2907-264-0971
291-2907-253-0624

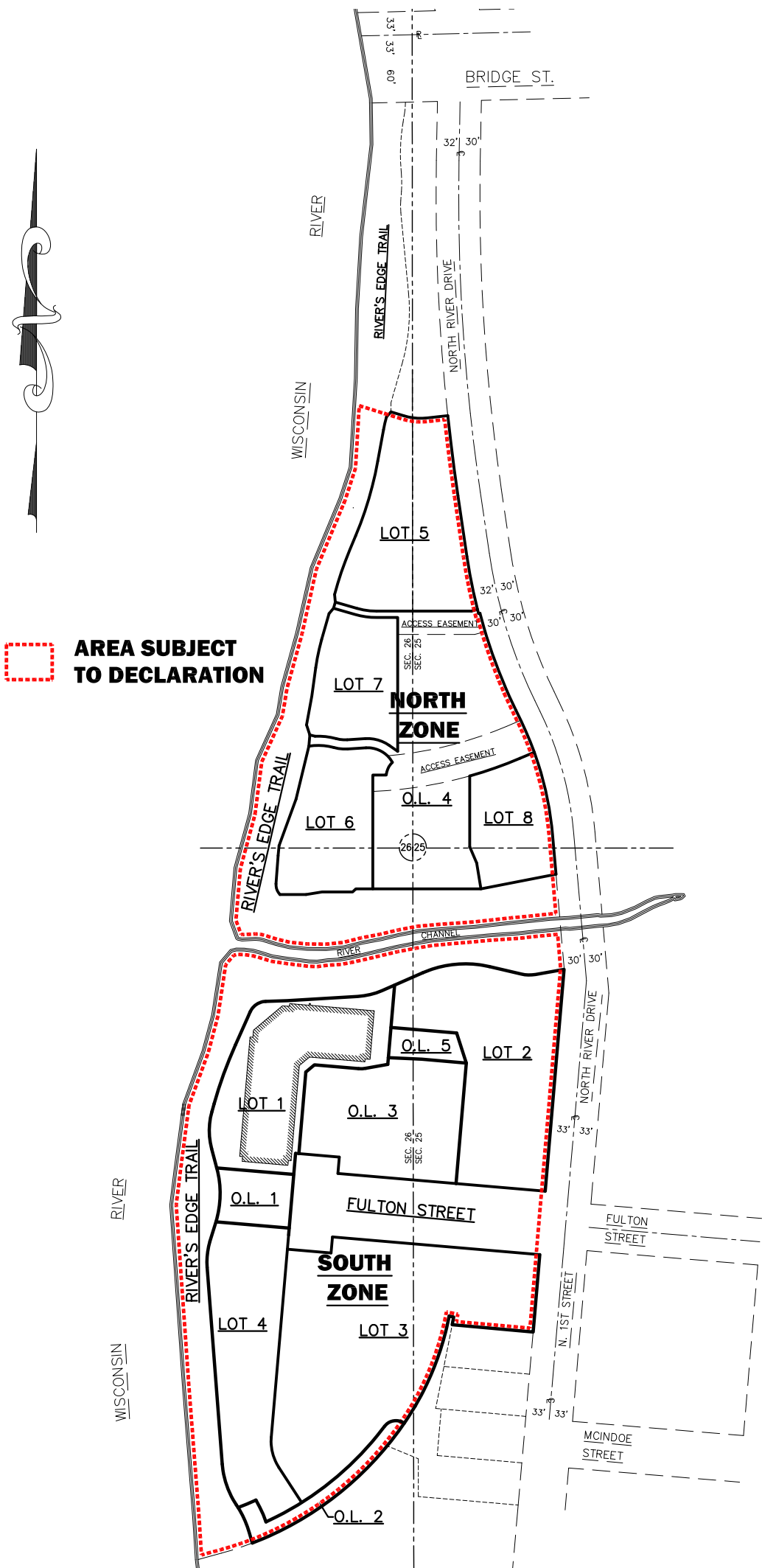
EXHIBIT B-1

DEPICTION OF LOTS, COMMON AREAS AND ZONES

[Updated diagram attached to this cover page.]

EXHIBIT MAP

PART OF SECTIONS 25 AND 26, TOWNSHIP 29 NORTH, RANGE 7 EAST, CITY OF WAUSAU,
MARATHON COUNTY, WISCONSIN.



 **AREA SUBJECT TO DECLARATION**

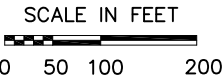


EXHIBIT C-1

LEGAL DESCRIPTION OF LOTS

North Zone Lots

Lot 5

Lot 1 of Certified Survey Map No. 17367, recorded on April 19, 2016 at the Office of Register of Deeds for Marathon County in Volume 83 of Certified Survey Maps on Page 24 as Document No. 1711959, being a part of the Southwest 1/4 of the Northwest 1/4 and part of the Northwest Quarter 1/4 of the Southwest Quarter 1/4, Section 25, and part of Government Lots 5 and 6, Section 26, Township 29 North, Range 7 East, in the City of Wausau, Marathon County, Wisconsin.

PIN: 291.2907.252.0982

Lot 6

Part of Lot 2 of Certified Survey Map No. 17367 recorded in the Office of Register of Deeds for Marathon County in Volume 83 of Certified Survey Maps on Page 24, being part of Government Lots 5 and 6, Section 26, Township 29 North, Range 7 East, City of Wausau, Marathon County, Wisconsin, described as follows:

Commencing at the South ¼ corner of said Section 26; thence N 89° 00' 45" E, along the South line of the Southeast ¼ of said Section 26, 2552.60 feet to the Southeast corner of said Section 26; thence N 0°51'39" W, 2732.18 feet to the point of beginning;

Thence N 90°00'00" W, 19.07 feet; thence S 0°00'00" E, 160.75 feet; thence N 90°00'00" W, 24.00 feet; thence S 45°00'00" W, 6.25 feet; thence N 90°00'00" W, 43.29 feet; thence S 81°00'00" W, 22.91 feet; thence N 90°00'00" W, 37.00 feet; thence along the arc of a curve to the right having a chord bearing of N 19°43'44" W and a chord distance of 16.04 feet and a radius of 19.81 feet; thence N 4°09'13" E, 40.01 feet; thence N 5°50'43" E, 14.01 feet; thence N 20°00'00" E, 70.00 feet; thence N 13°40'00" E, 77.00 feet; thence along the arc of a non-tangential curve to the right having a chord bearing S 87°00'00" E and a chord distance of 35.00 feet and a radius of 80.85 feet; thence along the arc of a curve to the left having a chord bearing of S 84°00'00" E and a chord distance of 20.00 feet and a radius of 60.59 feet; thence N 86°30'00" E, 26.00 feet; thence along the arc of a curve to the right having a chord bearing of S 61°15'24" E and a chord distance of 42.44 feet and a radius of 39.77 feet; thence along the arc of a non-tangential curve to the left having a chord bearing S 25°37'00" W and a chord distance of 20.00 feet and a radius of 28.64 feet to the point of beginning, said parcel containing approximately 0.57 acres.

PIN: Part of 291-2907-252-0981

[Legal descriptions of North Zone Lots continue on following page]

Lot 7

Part of Lot 2 of Certified Survey Map No. 17367 recorded in the Office of Register of Deeds for Marathon County in Volume 83 of Certified Survey Maps on Page 24, being part of Government Lots 5 and 6, Section 26, Township 29 North, Range 7 East, City of Wausau, Marathon County, Wisconsin, described as follows:

Commencing at the South $\frac{1}{4}$ corner of said Section 26; thence N 89° 00' 45" E, along the South line of the Southeast $\frac{1}{4}$ of said Section 26, 2552.60 feet to the Southeast corner of said Section 26; thence N 0°31'02" W, 2765.53 feet to the point of beginning;

Thence N 54°45'57" W, 14.40 feet; thence along the arc of a curve to the left having a chord bearing of N 74°07'58" W and a chord distance of 35.00 feet and a radius of 52.77 feet; thence S 86°30'00" W, 26.00 feet; thence along the arc of a curve to the right having a chord bearing of N 84°00'00" W and a chord distance of 15.71 feet and a radius of 47.59 feet; thence along the arc of a curve to the left having a chord bearing of N 83°41'48" W and a chord distance of 30.00 feet and a radius of 93.85 feet; thence N 75°19'59" W, 7.52 feet; thence N 18°19'50" W, 15.00 feet; thence N 10°24'03" E, 41.51 feet; thence N 7°52'08" E, 40.32 feet; thence along the arc of a curve to the right having a chord bearing of N 11°54'56" E and a chord distance of 40.65 feet and a radius of 288.00 feet; thence N 15°57'44" E, 38.16 feet; thence N 40°04'23" E, 9.84 feet; thence S 73°56'10" E, 31.84 feet; thence along the arc of a curve to the left having a chord bearing of S 81°58'05" E and a chord distance of 30.46 feet and a radius of 109.00 feet; thence N 90°00'00" E, 29.83 feet; thence S 0°00'00" E, 189.06 feet to the point of beginning, said parcel containing 0.471 acres.

PIN: Part of 291-2907-252-0981

Lot 8

Part of Lot 2 of Certified Survey Map No. 17367 recorded in the Office of Register of Deeds for Marathon County in Volume 83 of Certified Survey Maps on Page 24, being part of Government Lots 5 and 6, Section 26, Township 29 North, Range 7 East, City of Wausau, Marathon County, Wisconsin, described as follows:

Commencing at the South $\frac{1}{4}$ corner of said Section 26; thence N 89° 00' 45" E, along the South line of the Southeast $\frac{1}{4}$ of said Section 26, 2552.60 feet to the Southeast corner of said Section 26; thence N 1°36'46" E, 2731.65 feet to the point of beginning;

Thence along the arc of a curve to the left having a chord bearing of N 70°39'02" E and a chord distance of 75.22 feet and a radius of 596.67 feet; thence N 67°02'12" E, 22.02 feet to the Easterly line of said Lot 2; thence along said Easterly line and along the arc of a curve to the right having a chord bearing of S 12°25'39" E and a chord distance of 120.33 feet and a radius of 462.33 feet; thence S 4°57'01" E, along said Easterly line, 55.00 feet; thence S 78°58'35" W, 108.00 feet; thence N 9°31'27" W, 36.94 feet; thence N 23°00'00" W, 25.00 feet; thence N 0°00'00" E, 100.00 feet to the point of beginning, said parcel containing 0.420 acres.

PIN: Part of 291-2907-252-0981

[End of North Zone Lots; legal descriptions of South Zone Lots on following pages]

South Zone Lots

Lot 1

Parcel A (of Lot 1)

Lot one (1) of Certified Survey Map No. 18353 recorded in the office of the Register of Deeds in Volume 90 of Certified Survey Maps on Page 93, as Document No. 1781845 and affidavit of correction as Document No. 1783081; being part of Government Lot 6, Section twenty-six (26), Township twenty-nine (29) North, Range seven (7) East, in the City of Wausau, Marathon County, Wisconsin.

Parcel B (of Lot 1):

Part of Lot 2 of Certified Survey Map No. 18353 recorded in the Office of Register of Deeds for Marathon County in Volume 90 of Certified Survey Maps on Page 93, being part of Government Lot 6, Section 26, Township 29 North, Range 7 East, City of Wausau, Marathon County, Wisconsin, described as follows: Commencing at the Southeast corner of Lot 1, said Certified Survey Map No. 18353; thence North 4°53'30" E, along the Easterly line of said Lot 1, 30.00 feet to the point of beginning; Thence continuing N 4°53'30" E, along said Easterly line, 116.52 feet; thence N 49°53'22" E, along said Easterly line, 22.06 feet; thence S 85°03'58" E, along said Easterly line, 60.49 feet; thence continuing along said Easterly line and along the arc of a curve to the left, having a chord bearing of N 84°35'10" E and a chord distance of 12.46 feet and a radius of 34.68 feet; thence N 74°14'18" E, along said Easterly line, 32.90 feet to the East line of said Lot 1; thence S 4°56'02" W, 9.66 feet; thence S 80°00'0" W, 31.45 feet; thence along the arc of a curve to the right, having a chord bearing of S 87°28'01" W and a chord distance of 10.40 feet and a radius of 40.00 feet; thence N 85°03'58" W, 62.41 feet; thence S 49°53'22" W, 15.92 feet; thence S 4°53'30" W, 115.61 feet to the Northerly right-of-way of Fulton Street; thence N 85°06'30" W, along said Northerly right-of-way, 4.75 feet to said Easterly line of Lot 1, the point of beginning, containing 0.029 acres.

Parcel C (of Lot 1):

Part of Lot 2 of Certified Survey Map No. 18353 recorded in the Office of Register of Deeds for Marathon County in Volume 90 of Certified Survey Maps on Page 93, being part of Government Lot 6, Section 26, Township 29 North, Range 7 East, City of Wausau, Marathon County, Wisconsin, described as follows: Commencing at the Southwest corner of Lot 1, said Certified Survey Map No. 18353, the point of beginning; Thence N 85°06'38" W, 9.27 feet to the Westerly line of said Lot 2; thence N 14°50'00" W, along said Westerly line, 27.95 feet; thence along said Westerly line and along the arc of a curve to the right having a chord bearing of N 0°25'00" E and a chord distance of 52.61 feet and a radius of 100.00 feet; thence N 15°40'00" E, along said Westerly line, 11.22 feet; thence along said Westerly line and along the arc of a curve to the right having a chord bearing of N 19°54'00" E and a chord distance of 88.58 feet and a radius of 600.00 feet; thence N 24°08'00" E, along said Westerly line, 41.24 feet to the Westerly line of said Lot 1; thence S 4°53'22" W, along said Westerly line, 18.24 feet; thence S 14°00'00" W, along said Westerly line, 100.00 feet; thence S 4°53'22" W, along said Westerly line, 97.31 feet to said Southwest corner of Lot 1, the point of beginning, containing 0.079 acres.

PINs: 291.2907.264.0973 and Part of 291-2907-253-0622 to 291-2907-264-0973

[Legal descriptions of South Zone Lots continue on following page]

Lot 2

Part of Lot 2 of Certified Survey Map No. 18353 recorded in the Office of Register of Deeds for Marathon County in Volume 90 of Certified Survey Maps on Page 93, being part of Government Lot 6, Section 26, Township 29 North, Range 7 East, City of Wausau, Marathon County, Wisconsin, described as follows:

Commencing at the South $\frac{1}{4}$ corner of said Section 26; thence N 89° 00' 45" E, along the South line of the Southeast $\frac{1}{4}$ of said Section 26, 2552.60 feet to the Southeast corner of said Section 26; thence N 1°31'45" E, 2155.38 feet to the point of beginning;

Thence N 4°52'48" E, 170.97 feet; thence N 17°54'14" W, 44.53 feet; thence N 85°07'43" W, 93.19 feet to the Westerly line of said Lot 2; thence N 4°56'02" E, along said Westerly line, 60.04 feet to the Northerly line of said Lot 2; thence N 66°22'00" E, along said Northerly line, 43.50 feet; thence along said Northerly line and along the arc of a curve to the right having a chord bearing of N 84°45'00" E and a chord distance of 94.61 feet and a radius of 150.00 feet; thence S 76°52'00" E, along said Northerly line, 46.22 feet; thence along said Northerly line and along the arc of a curve to the left having a chord bearing of S 88°26'00" E and a chord distance of 20.05 feet and a radius of 50.00 feet; thence N 80°00'00" E, along said Northerly line, 40.96 feet to the Easterly line of said Lot 2; thence S 4°52'17" W, along said Easterly line, 314.48 feet; thence N 85°07'43" W, 126.37 feet to the point of beginning, said parcel containing 1.115 acres.

PIN: Part of 291-2907-253-0622

[Legal descriptions of South Zone Lots continue on following page]

Lot 3

Part of Lot 2 of Certified Survey Map No. 18353 recorded in the Office of Register of Deeds for Marathon County in Volume 90 of Certified Survey Maps on Page 93, being part of Government Lot 6, Section 26, Township 29 North, Range 7 East, City of Wausau, Marathon County, Wisconsin, described as follows:

Commencing at the South $\frac{1}{4}$ corner of said Section 26; thence N $89^{\circ} 00' 45''$ E, along the South line of the Southeast $\frac{1}{4}$ of said Section 26, 2552.60 feet to the Southeast corner of said Section 26; thence N $5^{\circ} 23' 07''$ W, 1711.49 feet to the point of beginning;

Thence N $33^{\circ} 00' 23''$ W, 59.23 feet; thence along the arc of a curve to the right having a chord bearing of N $14^{\circ} 03' 31''$ W and a chord distance of 44.16 feet and a radius of 68.00 feet; thence N $4^{\circ} 53' 30''$ E, 286.56 feet; thence S $85^{\circ} 07' 43''$ E, 57.14 feet; thence N $4^{\circ} 52' 17''$ E, 2.50 feet; thence S $85^{\circ} 07' 43''$ E, 298.91 feet to the Easterly line of said Lot 2; thence S $4^{\circ} 50' 03''$ W, along said Easterly line, 109.62 feet to the Southerly line of said Lot 2; thence N $84^{\circ} 53' 22''$ W, along said Southerly line, 114.92 feet to the Easterly line said Lot 2; thence N $11^{\circ} 09' 09''$ E, along said Easterly line, 11.12 feet to the Southerly line of said Lot 2; thence N $78^{\circ} 50' 49''$ W, along said Southerly line, 6.47 feet to the Southeasterly line of said Lot 2; thence along said Southeasterly line and along the arc of a curve to the right having a chord bearing of S $20^{\circ} 42' 05''$ W and a chord distance of 135.76 feet and a radius of 409.72 feet; thence along said Southeasterly line and along the arc of a curve to the right having a chord bearing of S $35^{\circ} 54' 03''$ W and a chord distance of 80.73 feet and a radius of 460.50 feet; thence along the arc of a non-tangential curve to the left having a chord bearing of S $63^{\circ} 49' 27''$ W and a chord distance of 60.48 feet and a radius of 115.00 feet; thence along the arc of a curve to the right having a chord bearing of S $53^{\circ} 00' 21''$ W and a chord distance of 73.76 feet and a radius of 440.50 feet to the point of beginning, said parcel containing 1.915 acres.

PIN: Part of 291-2907-253-0622

[Legal descriptions of South Zone Lots continue on following page]

Lot 4

Part of Lot 2 of Certified Survey Map No. 18353 recorded in the Office of Register of Deeds for Marathon County in Volume 90 of Certified Survey Maps on Page 93, being part of Government Lot 6, Section 26, Township 29 North, Range 7 East, City of Wausau, Marathon County, Wisconsin, described as follows:

Commencing at the South $\frac{1}{4}$ corner of said Section 26; thence N $89^{\circ} 00' 45''$ E, along the South line of the Southeast $\frac{1}{4}$ of said Section 26, 2552.60 feet to the Southeast corner of said Section 26; thence N $5^{\circ} 23' 07''$ W, 1711.49 feet to the point of beginning;

Thence along the arc of a curve to the right having a chord bearing of S $61^{\circ} 32' 12''$ W and a chord distance of 57.40 feet and a radius of 440.50 feet; thence along the arc of a non-tangential curve to the left having a chord bearing of N $24^{\circ} 42' 38''$ W and a chord distance of 34.00 feet and a radius of 167.00 feet; thence along the arc of a non-tangential curve to the right having a chord bearing of S $67^{\circ} 11' 43''$ W and a chord distance of 27.30 feet and a radius of 406.50 feet to the Westerly line of said Lot 2; thence along said Westerly line and along the arc of a curve to the left having a chord bearing of N $32^{\circ} 58' 05''$ W and a chord distance of 4.44 feet and a radius of 140.00 feet; thence along said Westerly line and along the arc of a curve to the right having a chord bearing of N $19^{\circ} 08' 18''$ W and a chord distance of 61.06 feet and a radius of 120.00 feet; thence N $4^{\circ} 24' 00''$ W, along said Westerly line, 278.84 feet; thence along said Westerly line and along the arc of a curve to the right having a chord bearing of N $6^{\circ} 18' 00''$ E and a chord distance of 37.13 feet and a radius of 100.00 feet; thence N $17^{\circ} 00' 00''$ E, along said Westerly line, 28.66 feet; thence S $85^{\circ} 06' 38''$ E, 103.87 feet; thence S $4^{\circ} 53' 30''$ W, 296.41 feet; thence along the arc of a curve to the left having a chord bearing of S $14^{\circ} 03' 31''$ E and a chord distance of 44.16 feet and a radius of 68.00 feet; thence S $33^{\circ} 00' 23''$ E, 59.23 feet to the point of beginning, said parcel containing 0.852 acres.

PIN: Part of 291-2907-253-0622

[End of South Zone Lots]

EXHIBIT D

NET SQUARE FOOTAGE AND OWNERSHIP UNITS OF LOTS

North Zone Lots

<u>Lot</u>	<u>Acreage</u>	<u>Units (% of total)</u>	<u>% of Zone</u>
Lot 5	0.884 acres	12.4 Units (12.4%)	37.7% of North Zone
Lot 6	0.570 acres	8.0 Units (8.0%)	24.3% of North Zone
Lot 7	0.471 acres	6.6 Units (6.6%)	20.1% of North Zone
Lot 8	0.420 acres	5.9 Units (5.9%)	17.9% of North Zone
Totals:	2.346 acres	33.0 Units (33.0%)	100%

South Zone Lots

<u>Lot</u>	<u>Acreage</u>	<u>Units (% of total)</u>	<u>% of Zone</u>
Lot 1	0.888 acres	12.5 Units (12.5%)	18.6 % of South Zone
Lot 2	1.115 acres	15.7 Units (15.7%)	23.4 % of South Zone
Lot 3	1.915 acres	26.9 Units (26.9%)	40.1 % of South Zone
Lot 4	0.852 acres	12.0 Units (12.0%)	17.9 % of South Zone
Totals:	4.771 acres	67.0 Units (67.0%)	100%

Lot Totals (both zones): 7.116 acres; 100.0 Units

State Bar of Wisconsin Form 3-2003
QUIT CLAIM DEED

Document Number

Document Name

THIS DEED, made between the CITY OF WAUSAU, a Wisconsin municipal corporation

_____ ("Grantor," whether one or more),

and RIVERLIFE WAUSAU LLC, a Wisconsin limited liability company

_____ ("Grantee," whether one or more).

Grantor quit claims to Grantee the following described real estate, together with the rents, profits, fixtures and other appurtenant interests, in Marathon County, State of Wisconsin ("Property") (if more space is needed, please attach addendum):

See Exhibit A attached hereto and incorporated herein by this reference.

Subject to all easements, restrictions and other matters of record.

Grantee, by recording this Deed, agrees that the above-described premises shall merge with property with PIN 291.2907.264.0973 that Grantee owns adjacent to the above-described property and hereafter shall be considered as one.

THIS CONVEYANCE IS EXEMPT FROM THE REAL ESTATE TRANSFER FEE PURSUANT TO WIS. STAT. SECTION 77.25(2).

Recording Area

Name and Return Address

Mitch Viegut
Riverlife Wausau LLC
517 Franklin Street
Wausau, WI 54403

See Exhibit A attached hereto

Parcel Identification Number (PIN)

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

Dated as of March, 2021.

CITY OF WAUSAU

By: _____
Katie Rosenberg, Mayor

Attest By: _____
Leslie M. Kremer, Clerk

AUTHENTICATION

Signature(s) _____
authenticated on _____

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

THIS INSTRUMENT DRAFTED BY:

Jeffrey R. Schneider
Quarles & Brady LLP

ACKNOWLEDGMENT

STATE OF _____)
_____) ss.
COUNTY _____)

Personally came before me on _____, 2021,
the above named Katie Rosenberg and Leslie M. Kremer

to me known to be the person(s) who executed the foregoing
instrument and acknowledge the same.

* Print Name
Notary Public, State of _____
My Commission (is permanent) (expires: _____)

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

NOTE: THIS IS A STANDARD FORM. ANY MODIFICATIONS TO THIS FORM SHOULD BE CLEARLY IDENTIFIED.
QUIT CLAIM DEED © 2003 STATE BAR OF WISCONSIN FORM NO. 3-2003

*Type name below signatures.

EXHIBIT A

DESCRIPTION OF THE PROPERTY

Parcel 1:

Part of Lot 2 of Certified Survey Map No. 18353 recorded in the Office of Register of Deeds for Marathon County in Volume 90 of Certified Survey Maps on Page 93, being part of Government Lot 6, Section 26, Township 29 North, Range 7 East, City of Wausau, Marathon County, Wisconsin, described as follows:

Commencing at the Southeast corner of Lot 1, said Certified Survey Map No. 18353; thence North 4°53'30" E, along the Easterly line of said Lot 1, 30.00 feet to the point of beginning;

Thence continuing N 4°53'30" E, along said Easterly line, 116.52 feet; thence N 49°53'22" E, along said Easterly line, 22.06 feet; thence S 85°03'58" E, along said Easterly line, 60.49 feet; thence continuing along said Easterly line and along the arc of a curve to the left, having a chord bearing of N 84°35'10" E and a chord distance of 12.46 feet and a radius of 34.68 feet; thence N 74°14'18" E, along said Easterly line, 32.90 feet to the East line of said Lot 1; thence S 4°56'02" W, 9.66 feet; thence S 80°00'0" W, 31.45 feet; thence along the arc of a curve to the right, having a chord bearing of S 87°28'01" W and a chord distance of 10.40 feet and a radius of 40.00 feet; thence N 85°03'58" W, 62.41 feet; thence S 49°53'22" W, 15.92 feet; thence S 4°53'30" W, 115.61 feet to the Northerly right-of-way of Fulton Street; thence N 85°06'30" W, along said Northerly right-of-way, 4.75 feet to said Easterly line of Lot 1, the point of beginning, containing 0.029 acres.

PIN: Part of 291-2907-253-0622 to 291-2907-264-0973

Parcel 2:

Part of Lot 2 of Certified Survey Map No. 18353 recorded in the Office of Register of Deeds for Marathon County in Volume 90 of Certified Survey Maps on Page 93, being part of Government Lot 6, Section 26, Township 29 North, Range 7 East, City of Wausau, Marathon County, Wisconsin, described as follows:

Commencing at the Southwest corner of Lot 1, said Certified Survey Map No. 18353, the point of beginning;

Thence N 85°06'38" W, 9.27 feet to the Westerly line of said Lot 2; thence N 14°50'00" W, along said Westerly line, 27.95 feet; thence along said Westerly line and along the arc of a curve to the right having a chord bearing of N 0°25'00" E and a chord distance of 52.61 feet and a radius of 100.00 feet; thence N 15°40'00" E, along said Westerly line, 11.22 feet; thence along said Westerly line and along the arc of a curve to the right having a chord bearing of N 19°54'00" E and a chord distance of 88.58 feet and a radius of 600.00 feet; thence N 24°08'00" E, along said Westerly line, 41.24 feet to the Westerly line of said Lot 1; thence S 4°53'22" W, along said Westerly line, 18.24 feet; thence S 14°00'00" W, along said Westerly line, 100.00 feet; thence S 4°53'22" W, along said Westerly line, 97.31 feet to said Southwest corner of Lot 1, the point of beginning, containing 0.079 acres.

PIN: Part of 291-2907-253-0622 to 291-2907-264-0973



Planning, Community and Economic Development

To: City of Wausau Economic Development Committee

From Sean Fitzgerald, Economic Development Manager

RE: Amendment to development agreement with Riverlife Wausau LLC for Riverlife Apartments

Riverlife Wausau LLC is requesting an amendment to its June 28, 2019 development agreement with the City of Wausau modifying the maximum amount of its mortgage to exceed \$8.5 million.

The developer is currently undergoing the conversion of its construction loan to a regular mortgage loan with its financial institution, and is looking for more than \$8.5 million due to various cost increases with the project in which the developer had found temporary financial backing to accommodate. This clause in the development agreement creates an obstacle for the developer to obtain a mortgage from its financial institution on the Riverlife Apartments greater than \$8.5 million.

This restriction was initially built into the development agreement to further protect the city from a circumstance in which the developer could be financially underwater on an incomplete construction of the building. Currently the building construction is complete, occupied, fully taxable and the developer has met all of its other requirements under the development agreement. As a result, this restriction within the development agreement is inconsequential to the city at this point.

The developer is additionally partnering with the city on the development of a \$5 million condominium development in the Riverlife district to the south of the apartments.

Staff recommends the council approve this proposed amendment to the Riverlife Wausau LLC development agreement from 2019.

RECORDED

September 14, 2020 8:22 AM

DEAN J. STRATZ, REGISTER OF DEEDS

**DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTION AND
EASEMENTS FOR WAUSAU EAST
RIVERFRONT**

Document Number

Document Title

DOC# 1814469 PAGES: 36

1814469

Recording Area

Name and Return Address

City of Wausau
Attn: City Attorney
407 Grant Street
Wausau, WI 54403

See Exhibit A

Parcel Identification Number (PIN)

DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR WAUSAU EAST RIVERFRONT

THIS DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR WAUSAU EAST RIVERFRONT (this "Declaration") is made as of August 26, 2020 (the "Effective Date"), by the **City of Wausau**, a Wisconsin municipal corporation (in its capacity as owner of the Property described below, "Declarant").

RECITALS

A. Declarant is the owner of certain real property located in the City of Wausau, Wisconsin, as more particularly described in Exhibit A attached hereto (hereafter referred to as the "Property").

B. Declarant intends by this Declaration to impose upon the Property covenants, conditions and restrictions and to create easements to establish a general plan for the improvement, development and use of the Property.

C. Declarant desires and intends that the Property shall be held, sold, leased, used and conveyed subject to the covenants, conditions, restrictions and easements in this Declaration, all of which shall run with the land.

NOW THEREFORE, subject to all of the provisions of this Declaration, Declarant hereby declares that the Property shall be held, conveyed, subdivided, platted, mortgaged, encumbered, leased, rented, used, occupied, sold and improved subject to all of the following covenants, conditions, restrictions and easements:

ARTICLE I DEFINITIONS

Each of the capitalized terms used in this Declaration, including in the foregoing Recitals, shall have the following meaning:

1.1 Assessments. "Assessments" shall mean all regular assessments described in Section 7.4, special assessments described in Section 7.5, reimbursement assessments described in Section 7.6, capital improvement assessments described in Section 7.7, Zone Specific Assessments described in Section 7.8.2, and any other assessments made pursuant to this Declaration.

1.2 BID. "BID" shall mean a business improvement district under Wisconsin Statute Section 66.1109 (as may be revised and/or renumbered from time to time).

1.3 City. "City" shall mean the City of Wausau, Wisconsin, in its capacity as a Wisconsin municipal corporation with jurisdiction over the Property and not in its capacity as Declarant.

1.4 Common Area or Common Areas. The terms “Common Area” or “Common Areas” shall mean and refer to those portions of the Property designated by Declarant for use in common by one or more Owners. Unless otherwise set forth herein, the Common Areas shall be the entirety of the Property, less the Lots. As of the Effective Date, the Common Areas include the River's Edge Trail, Outlot 1, Outlot 2, Outlot 3, Outlot 4, and Outlot 5.

1.5 Declarant. “Declarant” shall mean the City of Wausau, Wisconsin, in its capacity as owner of the Property, or its successors and assigns (i) if such successors and assigns acquire or hold title to any part or all of the Property, and (ii) are expressly named as successor Declarant in a document executed by the Person then constituting the Declarant hereunder and the successor Declarant and recorded with the Office of the Register of Deeds of Marathon County, which document specifically assigns the rights and duties of Declarant to such successor Declarant, and pursuant to which such successor Declarant expressly accepts and assumes the assignment of such rights and duties.

1.6 Declaration. “Declaration” shall mean this “Declaration of Covenants, Conditions, Restrictions and Easements for Wausau East Riverfront,” as it may be amended or supplemented from time to time.

1.7 District Plan. “District Plan” shall mean the Unified Development District (UDD) plan and development guidelines and standards affecting the Property, as may be adopted, revised and supplemented from time to time by the City under Chapter 23.65 of the Wausau Municipal Code (as may be amended from time to time). The District Plan shall have the same force and effect as if set forth in this Declaration.

1.8 Exempt Property. “Exempt Property” shall mean (i) all Common Areas, and (ii) all land and improvements owned by or dedicated to and accepted by the City or other public or governmental authority for public use or other public purposes. Exempt Property shall be exempt from Assessments but shall not be exempt from all other covenants, restrictions and easements contained herein, including but not limited to all use and development restrictions. Notwithstanding the foregoing, if a Lot is owned by Declarant but would otherwise not be Exempt Property if owned by another Person, such Lot shall not be Exempt Property.

1.9 Improvements. “Improvements” shall mean all land preparation and excavation, buildings, outbuildings, structures, underground installations, slope and grade alterations, lighting, roads, walkways, curbs, gutters, storm drains, drainage ways, utilities, driveways, parking areas, fences, screening walls and barriers, retaining walls, stairs, decks, patio areas, windbreaks, plantings, planted trees and shrubs, sidewalks, poles, signs, storage or display areas, loading areas, docks, water retention areas, fountains, water features, ponds, recreational facilities and all other structures, land development or landscaping improvements of every type and kind.

1.10 Laws. The term “Laws” shall mean any and all laws, rules, regulations and ordinances applicable to the Property which have been promulgated by any local, state, federal or other governmental agency or authority, including, without limitation, the City.

1.11 Lessee. "Lessee" shall mean the owner of a leasehold interest (including any subtenancy) or license or other occupancy right in a part or all of the Property.

1.12 Lot. "Lot" shall mean and refer to each legally subdivided lot or parcel of the Property (including but not limited to any condominium unit), but shall not mean or refer to any lot that is entirely Common Area. The Lots in existence as of the Effective Date are depicted on Exhibit B attached hereto (labeled as Lot 1, Lot 2, Lot 3, Lot 4, Lot 5, Lot 6, Lot 7 and Lot 8) and legally described on Exhibit C attached hereto. If any of the Property now or hereafter subject to this Declaration is re-subdivided or if a line or boundary of one or more Lots is adjusted or a lot split occurs, or in the event of a merger of two or more Lots, and all of the foregoing is accomplished in compliance with this Declaration and all applicable Laws regulating subdivision of land and/or lot splits, then each of the lots thus created shall be deemed to be included within the definition of Lot.

1.13 Mortgage. "Mortgage" shall mean any duly recorded mortgage encumbering a Lot.

1.14 Mortgagee. "Mortgagee" shall mean a mortgagee under a Mortgage.

1.15 Net Square Footage. For the purpose of establishing the assessments for each Lot, the term "Net Square Footage" shall mean and refer to the size of a Lot which does not include any area dedicated as a street right-of-way for public use, but shall include the area covered by easements dedicated to the public and easements created herein or otherwise of record against any Lot. The Net Square Footage for each Lot as of the Effective Date is set forth on Exhibit D attached hereto.

1.16 Outlot 1. "Outlot 1" means the area labelled as "O.L. 1" on Exhibit B attached hereto. The intended use of Outlot 1 is for storm water maintenance as well as other common facilities, including a connection to the River' Edge Trail. As noted above, Outlot 1 is part of the Common Areas.

1.17 Outlot 2. "Outlot 2" means the area labelled as "O.L. 2" on Exhibit B attached hereto. The intended use of Outlot 2 is for a future trail connection to the River's Edge Trail. As noted above, Outlot 2 is part of the Common Areas.

1.18 Outlot 3. "Outlot 3" means the area labelled as "O.L. 3" on Exhibit B attached hereto. The intended use of Outlot 3 is as a parking lot serving Lot 1 and potentially other Lots, as will be set forth in one or more separate agreements between Declarant and applicable Owner(s). As noted above, Outlot 3 is part of the Common Areas, but, as set forth in Section 7.6 below, the costs associated with maintaining Outlot 3 shall be paid by reimbursement assessments to the applicable Owner(s) and not be included in regular assessments hereunder; provided, however, that to the extent Outlot 3 is later converted for shared uses then the portion of maintenance costs allocated to the same may be included in a Zone Specific Assessment for the South Zone.

1.19 Outlot 4. "Outlot 4" means the area labelled as "O.L. 4" on Exhibit B attached hereto. Outlot is comprised of, among other common facilities, a common parking lot and

related drives, storm water maintenance improvements, and walkways (including a connection to the River's Edge Trail). As noted above, Outlot 4 is part of the Common Areas.

1.20 Outlot 5. "Outlot 5" means the area labelled as "O.L. 5" on Exhibit B attached hereto. The intended use of Outlot 5 is as a driveway ramp into the below-grade parking of the improvements on Lot 1, as will be set forth in one or more separate agreements between Declarant and the Owner of Lot 1. As noted above, Outlot 5 is part of the Common Areas, but it is the Declarant's intent that the Owner of Lot 1 will maintain Outlot 5 and any improvements thereon, as will be addressed in a separate agreement. As set forth in Section 7.6 below, to the extent any costs are incurred by Declarant, the costs associated with maintaining Outlot 5 shall be paid by reimbursement assessments to the Owner of Lot 1 and not be included in regular assessments hereunder.

1.21 Owner. "Owner" shall mean the fee simple interest owner of any Lot, but shall not include Mortgagees and others who hold such title merely as security. Notwithstanding the foregoing, in the case of a lease of a Lot from Declarant, such Lessee shall be deemed the "Owner" of the Lot during the term of such lease for the purposes of this Declaration. Owner shall not include a Lessee of a Lot except as set forth above. Owner shall not include the Declarant.

1.22 Ownership Units. The term "Ownership Unit" for any particular Lot shall mean the numeric result (rounded to two decimal places) of the Net Square Footage of such Lot divided by the Net Square Footage of all Lots multiplied by 100. Accordingly, the sum of the Ownership Units for all Lots on the Property shall, at all times, be 100 Ownership Units. The Ownership Units attributable to each Lot as of the Effective Date is set forth on Exhibit D attached hereto.

1.23 Period of Declarant Control. The "Period of Declarant Control" shall commence with the recording of this Declaration and shall continue as long as Declarant owns any portion of the Property (including the Common Areas) or has a monetary lien or encumbrance on any portion of the Property, unless and until Declarant elects, in its discretion, to transfer, relinquish and/or surrender all of its rights and obligations in this Declaration in the manner set forth in Article XIII.

1.24 Person. "Person" shall mean and refer to a natural person, a corporation, a partnership, a limited liability company, a trust or any other legal entity.

1.25 Property. "Property" shall mean the real property described in Exhibit A and the Improvements situated thereon, as such real property may be expanded by annexation or reduced pursuant to the provisions of this Declaration.

1.26 Recorded Assessment Lien. "Recorded Assessment Lien" shall mean a notice of assessment lien recorded by Declarant pursuant to Article VIII.

1.27 River's Edge Trail. Means the portions of the Common Areas as identified on Exhibit B as "Existing Parkland" which contains, among other improvements, certain public recreational amenities (including, without limitation, trails, pathways, bridges, landscaping,

plazas, a public wharf, benches, lighting, and related utilities). Upon development of Outlot 2 as trail connection, Outlot 2 shall form a part of the River's Edge Trail. Additional public parkland and related facilities of the City are located immediately adjacent to portions of the River's Edge Trail, but such public park space outside of the Property is not subject to this Declaration and, accordingly, not subject to Assessments.

1.28 Zone. The term "Zone" means a portion of the Property designated as such on the attached Exhibit A. Accordingly, as of the Effective Date, the Property contains two Zones: the North Zone and the South Zone.

1.29 Zone Specific Assessment. The term "Zone Specific Assessment" shall have the meaning given to such term in Section 7.8.2 below.

1.30 Zone Specific Costs. The term "Zone Specific Costs" shall have the meaning given to such term in Section 7.8.2 below.

ARTICLE II PROPERTY SUBJECT TO THIS DECLARATION

2.1 Scope and Purpose. Declarant hereby declares that the Property and every part thereof is and shall be owned, leased, transferred, developed, improved, built upon, occupied or otherwise used, subject to this Declaration. This Declaration is declared and agreed to be in furtherance of an overall plan by Declarant for the development, improvement, sale and use of the Property and is established for the purpose of enhancing and protecting the value, desirability and attractiveness of the Property and every part thereof.

2.2 Covenants Running with the Land. Declarant hereby declares that the Property is now held, and shall hereafter be held, conveyed, leased, occupied, operated, improved and used, subject to the easements, restrictions, conditions, covenants and agreements herein set forth, each and all of which shall inure to the benefit of and pass with each and every part of the Property, including all Lots, and shall apply to and bind all Owners and Lessees and the heirs, successors and assigns of any Owner or Lessee, and each of which shall constitute covenants running with the land between the respective Owners of such Lots for the benefit of all other Lots.

2.3 Declarant's Power to Exclude. Declarant may at any time and from time to time during the Period of Declarant Control, exclude or delete portions of the Property covered by this Declaration from the provisions of this Declaration by recording an amendment to this Declaration which specifically refers to this Section 2.3 and Declarant's desire to exclude the same, provided that said amendment must also be approved and executed by the Owner of the excluded portion of the Property if other than Declarant, and by any Mortgagee encumbering the same. If exclusion of a portion of the Property by the Declarant will result in an increase in the proportion of any Assessment that is or will be payable by any Owner or Lessee existing at the time of the Declarant's exclusion of the Property, then that exclusion by Declarant shall be subject to the approval of that existing Owner or Lessee.

ARTICLE III
RESERVATION OF EASEMENTS

3.1 Easements for Common Areas. Declarant hereby reserves to itself, its successors and assigns, and their respective employees, contractors and other authorized designees, an easement over, upon, under and across all Common Areas, together with a nonexclusive easement for ingress and egress over and upon the Lots and all other areas within the Property, for the following purposes: installation, repair, reconstruction, restoration, replacement, landscaping and maintenance of the Common Areas (including without limitation signs, walls, utilities, landscaping and other features, and all landscaping corridors and for other maintenance, rights and duties permitted to or required of Declarant in this Declaration.

3.2 Cross Access Easement. Declarant hereby reserves for its own use and benefit, and for the use and benefit of each Owner, and their respective customers, Lessees, and invitees, an easement for vehicular and pedestrian ingress and egress across all roadways and areas designated as Common Areas by Declarant.

3.3 Reservation of Utility Easements. Declarant hereby reserves for its own use and benefit, and for the use and benefit of each Owner, easements for the location, installation and maintenance of utilities of convenience or necessity as may be requested or required by Declarant, or by an Owner with the prior written approval of Declarant. The Owner of any Lot shall have the right to assign the benefit and use of any such easement to any electric company, gas company, telephone company, flood control district, or other utility company for the purpose of installing, operating and maintaining utilities and enforcing the current easement rights. For the purpose hereof, "utilities" or "utility" shall include electricity, gas mains and lines, water distribution lines, storm water sewers, drainage systems, sanitary sewers, telephone cables and lines, and other similar or related facilities commonly regarded as utilities. No conveyance by Declarant of any Lot, or any interest therein, shall be deemed to be or construed as a conveyance or release of the easements herein reserved. Any easement to be created by Declarant affecting any Lot owned or leased by an Owner or Lessee prior to such easement being created, shall be subject to the approval (which shall not be unreasonably withheld, conditioned or delayed) of the Owner or Lessee of such Lot, and any costs associated with such newly created easement shall be borne by the Declarant.

3.4 Cross Parking Easement. Declarant hereby reserves for its own use and benefit, and for the use and benefit of each Owner, and their respective customers, Lessees, and invitees, an easement for parking across all Common Areas which are designated as vehicular parking areas by Declarant; provided, however, that Declarant may make future reservations of exclusive parking rights within the Property from time to time provided such reservations do not unreasonably interfere with the rights of other Owners existing at the time such reservation is made. Notwithstanding the foregoing, the parking lot in Outlot 4 shall remain a shared public parking lot with at least eighty (80) spaces (including at least two (2) handicapped spaces) of unreserved parking for the public.

ARTICLE IV
REGULATION AND MAINTENANCE OF IMPROVEMENTS AND LOTS

4.1 Governmental Regulations. All Improvements shall be in conformity with the District Plan and all other applicable Laws.

4.2 Maintenance.

4.2.1 General. Notwithstanding the existence of any insurance covering an Owner against loss, damage and destruction, each Owner, or in the event a Lot is owned by the Declarant then the Declarant at its cost and not a part of any Assessment, shall have the affirmative obligation for maintenance, repair and restoration as set forth in this Article.

4.2.2 Maintenance of Undeveloped Lots. All undeveloped portions of each Lot shall be maintained at all times by the Owner, or in the event a Lot is owned by the Declarant then the Declarant at its cost not a part of any Assessment, in a well-maintained condition, free of unsightly or unattractive weeds or other growth or the accumulation of rubbish, junk and debris thereon.

4.2.3 Maintenance During Construction. All construction activities shall be carried out in an orderly and timely manner and all partially completed Improvements shall be kept in an orderly condition during construction. Any construction equipment and building materials stored on a Lot may be kept only in areas approved by Declarant. Dust from all construction sites shall be reasonably controlled at all times and in a manner consistent with applicable Laws. Construction sites shall be adequately fenced with appropriate construction fencing. If trucks entering and leaving the Lot deposit mud or dust on any streets or walkways, the Owner of the Lot on which or for whose benefit the construction is being performed shall be responsible for maintaining the streets (or causing the same to be maintained) in a reasonably clean condition on a daily basis. If the provisions hereof conflict with the provisions of applicable Laws with respect to construction activities, the more restrictive provision shall control.

4.2.4 Maintenance of Completed Improvements. Each Owner, or in the event a Lot is owned by the Declarant then the Declarant at its cost not a part of any Assessment, shall maintain or cause to be maintained, at its sole expense, its Lot and all Improvements completed thereon (except those Common Area Improvements to be maintained by Declarant pursuant to this Declaration) in a well-maintained, clean, neat and attractive condition at all times and shall comply with all governmental health, fire, building and safety ordinances, codes, regulations and requirements applicable thereto and all other applicable Laws, including, without limitation, zoning requirements. Such maintenance requirements of each Owner shall include, without limitation, the following:

4.2.4.1 maintaining paved surfaces in a level, smooth and evenly-covered condition;

4.2.4.2 removing all paper, mud and sand, trash, debris, filth and refuse and thoroughly sweeping the area to the extent reasonably necessary to keep the area in a clean and orderly condition;

4.2.4.3 maintaining, mowing, weeding, thinning, trimming, watering, fertilizing, cultivating and pruning all landscaped areas to maintain the same in a neat, well-groomed condition, and replacing as necessary shrubs and other landscaping on a regular basis; and

4.2.4.4 promptly removing all graffiti or other similar markings from all perimeter walls, exterior building walls and other exterior surfaces, paved areas and other portions of any Improvements; provided that the forgoing shall not apply to murals or other art approved by the Declarant or the City.

4.2.5 Alteration and Repair of Common Areas. If any act, omission or condition caused by any Owner or its Lessees, or their agents, employees, customers or invitees, results in the destruction or removal of any landscape or other Improvements within Common Areas maintained by Declarant hereunder, such Owner shall repair and replace, in a good and workmanlike manner, free of liens and to as good a condition as the condition of such Improvements prior to such destruction or removal, all such Improvements in such Common Areas.

4.2.6 Lateral Support. Each Owner, or in the event a Lot is owned by the Declarant then the Declarant at its cost not a part of any Assessment, shall maintain its Lot with sufficient landscaping and plantings to prevent any erosion upon its Lot that will result in damage to that Lot or to any adjacent Lot.

4.3 Declarant's Obligation for Common Areas. Declarant shall maintain the Common Areas, including Improvements within the Common Areas thereon and all landscaping within the Common Areas, in good condition and repair, and replace the same as may be necessary, in Declarant's reasonable judgment, from time to time, subject to the following:

4.3.1 The cost of maintenance, repair and replacement for which Declarant is responsible under this Section shall be assessed as part of the regular assessments in accordance with the provisions of Section 7.4 hereof; provided, however, that the cost of any maintenance, repair or replacement of the Common Areas for which an Owner is responsible shall be reimbursed by such Owner as a reimbursement assessment in accordance with Sections 11.1.1 and 7.6 hereof.

4.4 Excavation. No excavation shall be permitted except in connection with construction of an Improvement, and upon completion thereof, exposed openings shall be backfilled, and disturbed ground shall be graded and leveled. No Owner shall perform any excavation upon its Lot that will result in damage to any adjacent Lot.

4.5 Damage and Destruction Affecting Lots - Duty to Rebuild. If all or any portion of a Lot or any Improvement on any such Lot is damaged or destroyed by fire or other casualty, it shall be the duty of the Owner of such Lot to do the following:

4.5.1 rebuild, repair or reconstruct the Lot and the Improvements thereon in a manner which will restore them to the same or better condition and appearance as before the casualty and as approved by the City; or

4.5.2 raze and remove the damaged Improvements and restore the Lot substantially to its original unimproved condition; or

4.5.3 any combination of the above in a manner satisfactory to Declarant.

The Owner of any Lot on which damaged Improvements are located shall be obligated to proceed with all due diligence hereunder, and such Owner shall cause cleanup and removal and/or reconstruction to commence in a timely manner. The provisions of this Section are not intended to modify the provisions of any Lease of a Lot by Declarant.

4.6 Insurance Obligation of Owners. Each Owner shall purchase such liability, fire or other casualty insurance as such Owner desires or as may be required by any Mortgagee of a Mortgage encumbering its Lot. Declarant shall not be obligated to insure any Lot or portion thereof or Improvements thereon. The provisions of this Section are not intended to modify the provisions of any Lease of a Lot by Declarant.

4.7 Insurance for Common Areas. Declarant may, but shall not be required to, purchase such liability, fire or other casualty insurance covering the Common Areas and the Improvements thereon as Declarant, in its sole discretion, may deem necessary or desirable. The cost of such insurance shall be assessed as part of the regular assessments in accordance with the provisions of Section 7.4 hereof.

4.8 Leases. Any agreement for the lease of all or any portion of a Lot must be subject to this Declaration. The Owner of the Lot shall remain liable for any violations of this Declaration. All notices hereunder shall be sent to the Owner.

4.9 Business Improvement District. Declarant may, but shall not be required to, create or place some or all of the Property into a BID. In such event, Owners shall take commercially reasonable steps to assist Declarant with such action and shall not object to the creation/placement of the Property into a BID provided that Owners and not the Declarant shall be elected to the BID board and be given votes on the BID proportionate to their Ownership Units, subject to the governing rules of the BID.

ARTICLE V DEVELOPMENT STANDARDS

5.1 Parking. All parking areas and uses on or for any Lot shall be in conformity with the District Plan and all other applicable Laws.

5.2 Refuse Collection Areas. All refuse from any Lot shall be deposited in a dumpster or container for such Lot provided by the City or a licensed refuse company, with placement, design and use in conformity with the District Plan and all other applicable Laws. Without limiting the foregoing, refuse collection areas shall be located in the least visible area of each Lot and shall be visually screened from streets and adjoining property.

5.3 Exterior Storage Areas and Service Yards. No exterior storage shall be permitted on any Lot unless the placement, design and uses is in conformity with the District Plan and all

other applicable Laws. Without limiting the foregoing, storage areas shall be located in the least visible area of each Lot and shall be visually screened from streets and adjoining property.

5.4 Equipment. All equipment and tanks on any Lot shall be in conformity with the District Plan and all other applicable Laws.

5.5 Signs. All signs shall be in conformity with the District Plan and all other applicable Laws.

5.6 Utility Lines and Antennas. All utility lines or wires or other devices for the communication or transmission of electric current, gas, power or signals (including telephone, television, microwave or radio signals) (collectively, "Utility Lines") shall be in conformity with the District Plan and all other applicable Laws. Without limiting the foregoing, (i) except as may be approved by Declarant, no Utility Lines shall be constructed, placed, or maintained anywhere in or upon any Lot other than within buildings or structures unless the same shall be contained in conduits or cables constructed, placed, or maintained underground or concealed in or under buildings or other structures, and (ii) no antenna dishes or other services for the transmission or reception of telephone, television, microwaves, or radio signals shall be placed on any building or other Improvement on any Lot that is visible from any building or other Improvement on any Lot unless the consent of Declarant shall first have been obtained.

5.7 Landscaping. All landscaping shall be in conformity with the District Plan and all other applicable Laws. Without limiting the foregoing, all landscape areas required and approved for a Lot shall be landscaped within sixty (60) days following the issuance of a certificate of occupancy for all or a portion of the Improvements placed upon the Lot (subject to reasonable extension, in Declarant's reasonable discretion, based on adverse weather conditions).

5.8 General Standards. Any limitations on Improvements other development of the Property or any portion thereof set forth herein are supplemental to the District Plan any other controls established by zoning, subdivision, building, health fire or other jurisdictional codes and regulations and other applicable Laws, and the more restrictive controls shall apply in each instance. The provisions of this Declaration and approvals by Declarant pursuant to any procedures herein shall not vest any rights on any Owner to any City or other governmental approvals required under applicable Laws.

ARTICLE VI USE RESTRICTIONS

6.1 Compliance with District Plan. The uses of all Lots and Improvements, including all activities carried out thereon, and any changes in use shall be in conformity with the District Plan.

6.2 Nuisances; Objectionable Activities. No Owner, Lessee or other Person shall create a nuisance in or on the Property or use any Lot for any activity or purpose which is considered by Declarant, in its reasonable discretion, to be objectionable due to sound, odor, visual effect or physical impact and which in the reasonable opinion of Declarant will disturb or tend to disturb other Owners or Lessees in the Property, or which is deemed by Declarant to

constitute a nuisance; provided, however, that Declarant shall take into account the nature of the business of such Owner and shall not, under this Section 6.2, unreasonably restrict such business practices which are in compliance with applicable Laws. Included among the uses, activities or operations prohibited hereunder because of their detrimental effect upon the general appearance, enjoyment and use of the Property, or other property in the vicinity of the Property, and their conflict with the reasonable standards of appearance and maintenance required by this Declaration, are without limitation the uses, activities or operations which produce or are accompanied by the following characteristics:

- 6.2.1 Any public or private nuisance;
- 6.2.2 Any vibration, noise, sound or disturbance that is objectionable due to intermittence, beat, frequency, shrillness, loudness or pulsating effect;
- 6.2.3 Any lighting which is flashing or intermittent or is not focused downward or away from adjacent Lots, unless otherwise approved by Declarant and the adjacent Lot Owner;
- 6.2.4 Any rubbish, trash or debris of any kind placed or permitted to accumulate upon or adjacent to any Lot;
- 6.2.5 Any electro-mechanical or electromagnetic disturbance or radiation;
- 6.2.6 Any air pollution or water pollution, including without limitation any dust, dirt or flyash in excessive quantities;
- 6.2.7 Any emission of odor, or noxious, caustic or corrosive gas or matter, whether toxic or non-toxic;
- 6.2.8 Any explosion or other damaging or dangerous firing, detonation or activity, including the firing or detonation of ammunition or explosives or the storage, display or sale of explosives or fireworks; or
- 6.2.9 Open burning of paper, trash, debris, garbage or construction materials of any kind.

6.3 Additional Restrictions. Prior to the close of a sale of a Lot or Lots by Declarant, Declarant may record additional restrictions on said Lot or Lots. If such restrictions refer to this Declaration and provide for incorporation by that reference, said restrictions shall be deemed to be part of this Declaration and shall be enforceable as provided herein. Any such restrictions may not be inconsistent with the provisions of this Declaration, except that such restrictions may be more restrictive than the provisions set forth herein. Notwithstanding the foregoing, any additional restrictions placed on a Lot or Lots that incorporates this Declaration by reference and is deemed to be a part of this Declaration, shall not be enforceable against any existing Owner or Lessee without the consent (which shall not be unreasonably withheld, conditioned or delayed) of such Owner or Lessee.

6.4 Compliance With Laws. No use or operation will be made, conducted or permitted on or with respect to all or any part of the Property which is in violation of any

applicable Laws, including without limitation all zoning and other ordinances, regulations and codes of the City.

ARTICLE VII FUNDS AND ASSESSMENTS

7.1 Creation of Lien, Personal Obligation for Assessments. Declarant, for each Lot owned within the Property, hereby covenants, and each successive Owner, by acceptance of a deed or other transfer instrument therefor, whether or not expressed in such deed, is deemed to covenant and agree to pay to Declarant the Assessments which Declarant is authorized to levy pursuant to the provisions of this Declaration. All Assessments, which shall include all late charges, interest, costs and reasonable attorneys' fees due with respect thereto, shall be a charge on the land and shall be secured by a continuing lien upon the Lot against which each Assessment is levied. Each Assessment, including interest, costs and reasonable attorney's fees, shall also be the personal obligation of the Person who was the Owner of such Lot at the time when the Assessment became due and owing. The obligation for delinquent Assessments shall not pass to said Person's successors in title, unless expressly assumed by them. If more than one Person was the Owner of a Lot, the personal obligation to pay such Assessment respecting such Lot shall be both joint and several. Notwithstanding the foregoing, if the Person is a corporation, a partnership, a limited liability company, a trust or any other legal entity duly formed, nothing contained herein shall create a personal liability of any shareholder or unit owner or member of the Person that is considered the Owner.

7.2 Purpose of Assessments. The Assessments shall be used to enhance, maintain and protect the desirability, attractiveness and safety of the Property; for the improvement and maintenance of the Common Areas; to reimburse Declarant for the costs incurred in bringing an Owner into compliance with this Declaration or for expenses reasonably allocated to one or more specific Lots in the case of a reimbursement assessment as described in Section 7.6 below; and for the common good and benefit of the Property, as determined by Declarant.

7.3 Budgets and Financial Statements of Declarant. The following financial information relating to the Property shall be regularly prepared and distributed by Declarant to all Owners:

7.3.1 Within ninety (90) days after the end of each calendar year, Declarant shall cause to be prepared, and distribute to all Owners an operating budget for the next calendar year setting forth the estimated revenues and expenses for said calendar year.

7.3.2 Within ninety (90) days after the end of each calendar year, Declarant shall prepare and distribute to each Owner a balance sheet and a statement of actual expenses and income for the preceding fiscal year.

7.4 Regular Assessments.

7.4.1 Purpose. Regular assessments shall be used for all expenses incurred by Declarant, subject the permissions and restrictions contained in this Agreement, for (i) the administration, operation, maintenance, repair and replacement of the Common Areas and any

Improvements therein, including all taxes and insurance, BID dues, and all costs associated with the non-exclusive list of activities set forth on Exhibit E attached hereto; and (ii) carrying out the duties, rights and obligations of Declarant as provided for in this Declaration. Regular Assessments expressly exclude any betterment, improvement, or replacement that would ordinarily be considered capital in nature in accordance with Generally Accepted Accounting Principles, or any amortization of any such capital improvement.

7.4.2 Date of Commencement of Regular Assessments. The regular assessments provided for in this Article VII shall commence as to all Lots on the later to occur of (i) January 1, 2022 or (ii) substantial completion of Declarant's obligations to construct the parking lots, walkways and drives in Outlot 3 and Outlot 4 and to construct the streets and walks necessary to access such Outlots pursuant to separate agreements between Declarant and the Owner of Lot 1 and the Owner of Lot 5.

7.4.3 Payment of Assessments. Regular assessments shall be due and payable by the Owners to Declarant in four equal quarterly installments on or before the first day of April, July, October and January, or in such other manner as Declarant shall designate.

7.4.4 Failure to Fix Regular Assessments. Failure by Declarant to fix regular assessments hereunder before the expiration of any calendar year shall not be deemed either a waiver or modification in any respect of the provisions of this Declaration, or a release of the Owner from the obligation to pay the Assessments, or any installment thereof, for that or any subsequent year, but the Assessment fixed for the preceding year shall continue until a new Assessment is fixed.

7.4.5 Owner's Review. Each Owner shall be entitled to, at a reasonable time and place, review the records of the Declarant as it relates to any Assessment, for compliance with this Agreement. Should Owner's review result in a finding of an over charge for an Assessment, such overage shall promptly be credited to the account of the Owner to offset a future Assessment.

7.5 Special Assessments.

7.5.1 Purpose. Special assessments may be levied by Declarant from time to time during any calendar year if Declarant determines that the estimated total amount of funds necessary to defray the expenses of Declarant for a given year is or will become inadequate to meet expenses due to unexpected repairs, replacements or reconstruction of Improvements in the Common Areas, or if funds are otherwise required for any activity or purpose of Declarant permitted under this Declaration.

7.5.2 Budgeting. Declarant shall determine the approximate amount necessary to defray the expenses set forth in Section 7.5.1 above, and such shall become a special assessment.

7.5.3 Time and Manner of Payment. Declarant may, in its discretion, prorate a special assessment over the remaining months of the fiscal year or levy the assessment immediately against each Lot. Special assessments shall be due and payable within thirty (30) days after an Owner receives written notice from Declarant specifying the amount of the special assessment, unless Declarant specifies in such notice a later date of payment.

7.6 Reimbursement Assessment. Declarant may levy a reimbursement assessment against any Owner who fails to comply in any respect with this Declaration, or as otherwise permitted elsewhere in this Declaration, in an amount equal to any monies expended by Declarant in remedying that Owner's failure to comply under this Declaration or in the amount of a fine or penalty imposed pursuant to this Declaration. Further, Declarant may levy a reimbursement assessment against any Owner for the expenses reasonably allocated to such Owner's Lot(s) based on such Lot's reservation or exclusive use (whether permanently or temporarily) of any portion of the Common Areas and the same shall not be part of any Assessment other than to the particular Owner. All such reimbursement assessments shall be paid to Declarant within five (5) business days after demand.

7.7 Capital Improvement Assessment.

7.7.1 Purpose. Capital improvement assessments may be levied by Declarant for the purpose of defraying, in whole or in part, the cost of construction of any Improvements deemed reasonably necessary by Declarant for the benefit of the Property, or portion thereof; provided, however, that one hundred percent (100%) of all Owners to be so assessed must agree in writing as to such assessments; provided, however, that to the extent that Declarant does not pass through the cost such capital improvements, Declarant may unilaterally perform the same. Notwithstanding the foregoing, nothing contained herein shall permit the Declarant to charge to any Owner or Lessee any Assessment to recover the initial expenditures related to the initial construction of any Common Areas or Improvements in any part of the Common Areas absent an express written agreement providing otherwise.

7.7.2 Time and Manner of Payment. Capital improvement assessments shall be due and payable by all affected Owners in such installments and during such period or periods as Declarant shall designate for the payment thereof.

7.8 Rate of Assessment.

7.8.1 In General. All Assessments (other than a reimbursement assessment levied against an Owner pursuant to Section 7.6, a capital improvement assessment levied against less than all of the Owners under Section 7.7, or a Zone Specific Assessment under Section 7.8.2) shall be fixed at a uniform rate and levied based upon the number of Ownership Units owned by each Owner in relationship to the total number of Ownership Units at the time the Assessment is levied or imposed.

7.8.2 Zone Specific Assessments. Notwithstanding the foregoing, if Declarant shall reasonably and in good faith determine that certain costs and charges incurred by Declarant provide a special benefit to certain Zones within the Property ("Zone Specific Costs"), then in such case Declarant may cause such Zone Specific Costs to be assessed only against the Owners of Lots in such Zones (a "Zone Specific Assessment"). Such Zone Specific Assessments shall be fixed at a uniform rate and levied based upon the number of Ownership Units owned by each Owner within the applicable Zone in relationship to the total number of Ownership Units in such Zone at the time the Zone Specific Assessment is levied or imposed. A non-exclusive list of examples of Zone Specific Assessments are set forth on Exhibit F attached hereto.

7.9 Estoppel Certificate. Declarant, on not less than twenty (20) days prior written request and for a reasonable fee, shall execute, acknowledge and deliver to the party making such request a written statement certifying whether or not, to the knowledge of Declarant with no duty to investigate or make further inquiry, a particular Owner is in default as to its Lot under the provisions of this Declaration, and further stating the dates to which installments of Assessments have been paid as to such Lot. Any such certificate may be relied on by a prospective purchaser of the Lot or a Mortgagee, but reliance on such certificate shall not extend to any default (except one involving the payment of Assessments) of which the signer had no actual knowledge.

7.10 Exempt Property. The foregoing notwithstanding, all Exempt Property shall be exempt from paying Assessments and the Assessment liens provided for in Article VII.

ARTICLE VIII COLLECTION OF ASSESSMENTS: ASSESSMENT LIENS

8.1 Right to Enforce. The right to collect and enforce Assessments, including all related interest, late charges, costs and fees, is vested in Declarant. Declarant, or its authorized representative, can enforce the obligations of the Owners to pay Assessments provided for in this Declaration by commencement and maintenance of a suit at law or in equity, or Declarant may enforce the continuing lien against the Owner's Lot by judicial foreclosure proceedings. Any suit to recover a money judgment for unpaid Assessments, together with all other amounts described in this Article VIII, may be maintainable with or without foreclosing or waiving the lien rights.

8.2 Notice of Default; Interest; Late Charges; Creation of Lien. Failure to make payment of any Assessment or installment thereof related to any Lot on or before the due date shall constitute a default and all amounts that are delinquent shall bear interest at a rate per annum equal to twelve percent (12%) and, if not paid within ten (10) days, a late charge of five percent (5%) (or such lower interest and late charges as Declarant shall determine in its discretion) shall also be due on the outstanding balance, and all costs and expenses incurred by Declarant or its authorized representative in the collection of the amounts, including reasonable attorneys' fees and costs, shall be part of the Assessment past due and the full Assessment shall be a lien against such Lot. The lien created pursuant to this Article shall not be foreclosed until Declarant or its authorized representative has delivered written notice to the delinquent Owner or Owners not less than fifteen (15) days before commencement of any proceedings to enforce such lien, which shall set forth notice of default and a demand for payment, and unless such delinquency has not been cured in full within said 15-day period, including payment in full of all interest and late charges.

8.3 Notice of Lien; Foreclosure. Upon the giving of notice and failure to cure as provided in Section 8.2, Declarant may record a notice of assessment lien against the Lot of the defaulting Owner (a "Recorded Assessment Lien"). In addition, Declarant may proceed to foreclose the Recorded Assessment Lien provided for in this Article in any manner provided or permitted for the foreclosure of realty mortgages in the State of Wisconsin (including the right to recover any deficiency). Declarant shall not be obligated to release any Recorded Assessment Lien until all delinquent Assessments, including interest, late charges, attorneys' fees and collection costs, have been paid in full, whether or not all such amounts are set forth in the recorded notice. On becoming delinquent in the payment of any Assessments or installments

thereof, each delinquent Owner shall be deemed to have absolutely assigned all rents, issues and profits of its Lot to Declarant and shall further be deemed to have consented to the appointment of a receiver (which appointment may, at the election of Declarant, be enforced by Declarant through specific performance). Declarant, acting on behalf of the Owners, shall have the power to bid upon the Lot at foreclosure sale and to acquire, hold, lease, mortgage and convey the Lot.

8.4 No Offsets. All Assessments shall be payable in the amounts covered by the particular Assessment and no offsets against such amount shall be permitted for any reason, including, without limitation, nonuse or abandonment of a Lot or a claim that Declarant is not properly exercising its duties of maintenance, operation or enforcement.

8.5 Priority; Subordination of Lien to First Mortgages.

8.5.1 Priority of Lien. The Recorded Assessment Lien described herein shall be superior to all charges, liens and encumbrances, including without limitation all mortgages and deeds of trust (except as provided in Section 8.5.2 below), federal and state tax liens, judgment liens, and liens for labor or materials, which may be hereafter imposed against any portion of the Property.

8.5.2 Subordinate to First Mortgages. Notwithstanding the foregoing, the Recorded Assessment Lien provided for herein shall be subordinate and subject to the lien for governmental taxes and assessments which is deemed superior hereto by applicable law and the lien of any first Mortgage encumbering a Lot which is recorded prior to the Recorded Assessment Lien referred to in Section 8.3, but only as to advances or payments made pursuant to said Mortgage prior to the time the Recorded Assessment Lien is placed of record, and provided further that each such first Mortgage must have been made in good faith and for value and duly recorded in the office of the Register of Deeds of Marathon County prior to the recording of the Recorded Assessment Lien. The sale or transfer of any Lot pursuant to judicial or nonjudicial foreclosure of a first Mortgage shall extinguish the lien of such Assessments only as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from any obligation to pay any Assessments thereafter becoming due nor from the lien securing any subsequent Assessments. Where the holder of a first Mortgage or other purchaser of a Lot obtains title to the same as a result of foreclosure, such title holder, its successors and assigns, shall not be liable for Assessments by Declarant chargeable to such Lot which became due prior to the acquisition of title to such Lot by such acquirer, except for the share of Assessments resulting from a reallocation of Assessments which are made against all Lots. The Recorded Assessment Lien provided for herein shall not be subordinate to the lien of any Mortgage which is junior to a first Mortgage.

8.6 Transfer of Property. After the sale of any Lot, the selling Owner or Owners shall not be liable for any Assessment levied on its Lot after the date of such transfer of ownership and written notice of such transfer is delivered to Declarant. However, except as provided in Section 8.5 with respect to a transfer of a Lot pursuant to foreclosure proceedings, the transferred Lot shall remain subject to the lien securing payment of all Assessments, including Assessments levied prior to the date of transfer. The selling Owner(s) shall also remain responsible for all Assessments and charges levied on its Lot prior to any such transfer.

8.7 Contracts with Owners. If Declarant elects to enter into contracts with Owners for the performance of special maintenance or other services to that Owner's Lot, any fees charged to that Owner for such services shall be due within ten (10) days after billing, shall be an Assessment, shall be secured by the Assessment lien, shall be the Owner's responsibility, and shall be enforceable as provided herein with respect to the Assessments and the same shall not be part of any Assessment other than to the particular Owner with which the agreement with the Declarant was made and shall not be a part of any other Assessment.

ARTICLE IX DESTRUCTION OF COMMON AREAS

9.1 Repair. Within a reasonable time after the damage or destruction of all or any portion of the Common Areas, Declarant shall cause the same to be repaired, reconstructed and restored substantially to the same condition as the same existed prior to such damage or destruction.

9.2 Insurance Proceeds Insufficient. If upon such damage or destruction the proceeds of insurance available to Declarant are insufficient to cover the cost of repair, reconstruction and restoration of the damaged or destroyed portions of the Common Areas, Declarant shall be authorized to specially assess all Owners and Lots for the additional funds needed pursuant to Section 7.5.

ARTICLE X DURATION, MODIFICATION AND TERMINATION

10.1 Duration of Covenants. This Declaration, and all covenants, conditions, restrictions and easements herein, shall continue and remain in full force and effect at all times with respect to the Property and each part thereof, now or hereafter made subject thereto (subject, however, to the right to amend and terminate as provided in Section 10.2 below) for a period of thirty (30) years, commencing on the Effective Date. From and after said date, this Declaration, as amended from time to time, shall be automatically extended for successive periods of ten (10) years each, unless earlier terminated as provided in Section 10.2 below.

10.2 Termination or Modification. This Declaration, or any provisions hereof, may be terminated, modified, or amended with respect to all or any portion of the Property, by the terms of a recorded document executed by Declarant alone until the expiration of the Period of Declarant Control. Thereafter, this Declaration may be terminated, modified or amended in whole or in part with respect to all or any portion of the Property by a vote of at least seventy-five percent (75%) of the Ownership Units.

ARTICLE XI ENFORCEMENT

11.1 Enforcement by Declarant; Right to Perform.

11.1.1 Failure to Maintain Improvements and Lots. Upon a failure to maintain and repair in accordance with Sections 4.2 above, or to perform any other obligation under this

Declaration, Declarant shall have the right notify the respective Owner in writing pursuant to Section 14.7 of such default. If such default is not cured by the Owner or its Lessee within thirty (30) days from the date such notice is given to the Owner, Declarant, or its designated agent or contractors, shall have the right, in addition to the rights and remedies set forth in Section 11.2, to enter upon the Lot for the purpose of maintaining, restoring or repairing said Improvement or Lot. The costs incurred by Declarant in maintaining, restoring or repairing said Improvement or Lot shall be paid by such Owner as a reimbursement assessment in accordance with Section 7.6 hereof.

11.1.2 Other Covenants. Declarant shall have the right, upon violation or breach of any other covenant, restriction or easement set forth herein, if such violation or breach continues for a period of thirty (30) days after written notice thereof is given to the Owner, to enter upon the Lot where such violation or breach exists, and summarily remove or otherwise remedy, at the expense of the Owner thereof who shall pay all such expenses within five (5) days after demand, any structure, thing or condition that may be or exist thereon contrary to the intent and meaning of the provisions of this Declaration. All costs so incurred by Declarant, together with a charge for the overhead of Declarant in an amount equal to two percent (2%) of such costs, shall be paid by such Owner as a reimbursement assessment in accordance with Section 7.6 hereof.

11.1.3 Inspection Rights. Declarant or authorized representative thereof has the right from time to time, during reasonable hours and with 24 hours advanced notice except in the case of emergency, to enter upon and inspect any Lot and the Improvements thereon for the purpose of determining whether or not the provisions of this Declaration have been, or are being, complied with, and the exercise of such rights shall not be deemed a trespass upon such Lot.

11.2 Additional Remedies In addition to the rights and remedies set forth in Article VIII and Section 11.1 above, in the event of any breach, default, noncompliance, violation or failure to perform or satisfy any of the covenants, conditions, restrictions and easements contained in this Declaration by an Owner or by a Lessee or other Person with respect to the Lot of an Owner (collectively referred to herein as a "default"), and the default is not cured within thirty (30) days after written notice describing the default is given to such Owner by Declarant (or if any such default is not reasonably capable of being cured within such 30-day period, then if such Owner has not commenced to cure the default promptly after such notice is given and does not thereafter diligently continue to prosecute such cure to completion), then Declarant may enforce any one or more of the following rights or remedies in this Section 11.2 or any other rights or remedies available at law or in equity, whether or not set forth in this Declaration. All rights and remedies set forth in this Declaration or available at law or in equity shall be cumulative and not mutually exclusive. No Owner shall be permitted to enforce the Declaration against another Owner without the advance written approval of Declarant during the Period of Declarant Control.

11.2.1 Damages. Declarant may bring a suit for damages arising from or with respect to any such default.

11.2.2 Declaratory Relief. Declarant may bring suit for declaratory relief to determine the enforceability of any of the provisions of this Declaration.

11.2.3 Injunctive Relief, Specific Performance. It is recognized that a default hereunder may cause material injury or damage not compensable by an award of money damages and that Declarant shall be entitled to bring an action in equity or otherwise for a specific performance to enforce compliance with this Declaration, or for any injunctive relief to enjoin the continuance of any default or to prevent a default.

11.3 Rights of Lenders. No default under or violation of any provision of this Declaration shall defeat or render invalid the lien of any Mortgage or similar instruments securing a loan made in good faith and for value with respect to the development or permanent financing, or any refinancing, of any Lot or portion thereof, or any Improvement thereon. However, all of the provisions of this Declaration shall be binding upon and effective against any subsequent Owner of any Lot or any portion thereof whose title is acquired by foreclosure, trustee sale, deed in lieu of foreclosure or otherwise pursuant to the lien rights under any such Mortgage or similar instrument.

11.4 Attorneys' Fees. In any legal or equitable proceeding to determine the rights of the parties and/or to enforce or restrain the violation of this Declaration, the non-prevailing party or parties, as determined by the court for this purpose, shall pay the reasonable attorneys' fees, legal costs and expenses of the prevailing party or parties, as fixed by the court in such proceedings.

11.5 Failure to Enforce Not a Waiver of Rights. No delay or failure on the part of an aggrieved party to invoke any available remedy in respect to a violation of any provision of this Declaration shall be held to be a waiver by that party of (or an estoppel of that party to assert) any right available to it upon the recurrence or continuance of said violation or the occurrence of a different violation, nor shall there be construed to be a duty upon Declarant to take any action to enforce the provisions of this Declaration.

11.6 No Liability Regarding Enforcement. Neither Declarant nor its successors or assigns (if such Persons have acted in good faith, without willful or intentional misconduct) shall be liable to any Owner or Lessee of any real property subject to this Declaration by reason of any mistake in judgment, negligence, nonfeasance, action or inaction in regard to the enforcement or failure to enforce the provisions of this Declaration, or any part hereof. Each Owner and Lessee acquiring an interest in the Property agrees that it will not bring any action or suit against Declarant or its successors and assigns to recover any such damages or to seek equitable relief under this Declaration. Notwithstanding the foregoing, if Declarant is an Owner and leases to a Lessee, this Section 11.6 shall not prevent Lessee from enforcing the provisions of such lease.

ARTICLE XII RESERVED RIGHTS OF DECLARANT

12.1 Right to Use Common Areas to Promote the Property. Declarant shall have, and hereby reserves the right to, reasonable use of the Common Areas and services offered by Declarant in connection with the promotion and marketing of Lots within the Property. The rights of Declarant shall include, without limitation, the right (i) to erect and maintain on any part of the Common Areas and on any portion of the Property owned by Declarant, such signs, temporary buildings and other structures as Declarant may reasonably deem necessary or proper

from time to time in connection with the promotion, development and marketing of Lots within the Property (ii) to use vehicles and equipment on the Common Areas or any portion of the Property owned by Declarant for promotional purposes; and (iii) to permit purchasers of Lots to use the Common Areas in a manner reasonably designated by Declarant, at its sole election, to promote, develop and market subdivided portions of said Lot to Persons interested in purchasing the same.

12.2 Right to Construct Additional Improvements Within Common Areas and Reconfigure Common Areas. Declarant shall have, and hereby reserves, the right to construct additional Improvements within the Common Areas from time to time, and to reconfigure the uses of the Common Areas (including, without limitation, the dedication or removal of parks, trails, sidewalks and other features) for the improvement and enhancement of the Common Areas and of the Property and for the benefit of the Owners, as determined by Declarant in its sole judgment, and the same shall thereafter be maintained by Declarant pursuant to Section 4.3.

12.3 Right to Complete Development of the Property. During the Period of Declarant Control, Declarant shall have, and hereby reserves, the right (i) to subdivide or resubdivide or otherwise split or combine any portion of the Property or otherwise to complete development of Lots; (ii) to construct or alter Improvements on any Lot owned by Declarant; (iii) to maintain an office for construction, sales, promotion or leasing purposes or other similar facilities on any Lot owned by Declarant within the Property; and (iv) to excavate, cut, fill or grade any Lot owned by Declarant, or to construct, alter, demolish or replace or renovate any Improvements owned by Declarant or to alter its construction plans or design or to rezone or amend its master plan or any development documents, and to permit any activity, use or improvement by Declarant on any Lot owned by Declarant.

12.4 Declarant's Right to Grant Additional Easements. During the Period of Declarant Control, Declarant shall have, and hereby reserves the right to grant or create, temporary or permanent easements from time to time for construction, access, utilities, drainage and other purposes for the development and sale of the Property in, on, under, over and across any Lots or other portion of the Property owned by Declarant, and the Common Areas.

12.5 Right to Convert Additional Property for Use as Common Area. During the Period of Declarant Control, Declarant shall have, and hereby reserves, the right to convert additional real property (including all or a portion of any Lot owned by Declarant and, with the applicable Owner's consent, a portion of any other Lot) and any Improvements thereon, or grant easements against the Property owned by Declarant, at any time and from time to time for use as Common Areas. In connection with the above rights, Declarant shall have the right to update the exhibits to this Declaration based on such adjustments.

12.6 Reserved Rights Do Not Create Obligations. Anything in this Article XII to the contrary notwithstanding, the foregoing rights in favor of Declarant shall not in any way be construed as creating any obligation on the part of Declarant to exercise any such rights or to perform any of the activities, construct any Improvements, convey any property or grant any easements referred to in this Article.

ARTICLE XIII
ASSIGNMENT OF DECLARANT'S RIGHTS AND DUTIES;
TERMINATION OF PERIOD OF DECLARANT CONTROL.

13.1 Assignment of Declarant's Rights and Duties. Any and all of the rights, powers and reservations of Declarant herein contained may be assigned by Declarant from time to time, in its discretion, to any Person who will assume the duties of Declarant pertaining to the particular rights, powers and reservations assigned. Upon such assignment, any such Person assuming such duties (and its heirs, successors and assigns) shall have, to the extent of such assignment, the same rights and powers and shall be subject to the same obligations and duties as are given to and assumed by Declarant in this Declaration. Any assignment made under this Article shall be in recordable form and shall be recorded in the Office of the Register of Deeds of Marathon County.

13.2 Withdrawal of Declarant. Notwithstanding any provision of this Declaration to the contrary, Declarant may, at any time and from time to time without the consent of other Owners, permanently relieve itself of all of its rights and obligations under this Declaration by filing in the Office of the Register of Deeds of Marathon County a notice stating that Declarant has surrendered the rights and obligations specified herein, and upon the recording of such notice, all of Declarant's powers and obligations shall immediately vest in the Owners. At such time, the Period of Declarant Control shall cease and the Owners shall, by vote of simple majority of the Ownership Units, determine how to exercise the rights, powers and duties of Declarant, whether by an independent association of Owners or such other management structure as the Owners shall determine.

ARTICLE XIV
ADDITIONAL PROVISIONS.

14.1 Constructive Notice and Acceptance of Declaration. Every Person who now or hereafter owns or acquires any right, title or interest in or to any portion of the Property is and shall be conclusively deemed to have consented and agreed to this Declaration, whether or not any reference to this Declaration is contained in the instrument by which such person or entity acquired an interest in the Property.

14.2 Governing Law. This Declaration shall be governed by and construed in accordance with the laws of the State of Wisconsin. Venue for enforcement hereof shall lie exclusively in Marathon County, Wisconsin, and each Person with rights hereunder hereby waives the right to sue or be sued in any other place.

14.3 Mutuality and Reciprocity. This Declaration is made for the direct, mutual and reciprocal benefit of each and every Lot; shall create mutual, equitable servitudes upon each Lot in favor of every other Lot; and shall create reciprocal rights and obligations between the respective Owners and privity of contract and estate between all grantees of real property in the Property, their heirs, successors and assigns.

14.4 Declarant's Disclaimer. Declarant makes no warranties or representations that the plans presently envisioned for the development of the Property can or will be carried out, or that

any Lot is or will be committed to or developed for any particular use. In addition, while Declarant has no reason to believe that any of the provisions of this Declaration are or may be unenforceable, Declarant makes no representations as to enforceability. Declarant shall have no liability for the development of the Property or the enforcement of this Declaration. Nothing contained in this Declaration constitutes a waiver of Declarant's ability to assert its rights of immunity to tort claims under applicable Laws. Under no circumstances shall any alderperson, council member, officer, official, director, attorney, employee or agent of Declarant have any personal liability arising out of this Declaration, and no party shall seek or claim any such personal liability. Notwithstanding the foregoing, if Declarant is an Owner and leases to a Lessee, this Section 14.4 shall not amend any express provisions to the contrary in such lease.

14.5 Headings. Headings, where used herein, are inserted for convenience only and are not intended to be a part of this Declaration or in any way to define, limit or describe the scope and intent of the particular paragraphs to which they refer.

14.6 Effect of Invalidation. If any provision of this Declaration is held to be invalid by any court, the same shall not affect the validity of the remaining provisions of this Declaration and all remaining provisions shall continue unimpaired and in full force and effect.

14.7 Notices.

14.7.1 To Declarant. Any and all notices, or other communication made pursuant hereto, shall be in writing and shall be deemed properly delivered, given to or received by Declarant, as the case may be (a) when personally delivered against receipted copy, (b) the next business day after deposit with an overnight courier, or (c) four (4) business days after being mailed by certified or registered mail, postage prepaid; in either case to Declarant at the following address:

City of Wausau
407 Grant Street
Wausau, WI 54403
Attn: City Clerk

with a copy to:
Wausau City Attorney
407 Grant Street
Wausau, WI 54403

Declarant may change its address by (i) giving written notice to all Owners, or (ii) recording a Notice of Change of Address in the Office of the Register of Deeds of Marathon County.

14.7.2 To Owners. A notice to any Owner shall be deemed duly given, delivered and received (a) when personally delivered against receipted copy, (b) the day after deposit with an overnight courier, or (c) four (4) business days after mailing by certified or registered mail, postage prepaid; in either case to the address of the Owner's Lot or to such other address as the Owner has specified in writing to Declarant.

14.8 Exhibits. All Exhibits attached hereto are incorporated herein by this reference and shall constitute a part of this Declaration.

14.9 Requirements of City. The covenants and restrictions contained herein are in addition to the requirements, codes and ordinances imposed by the City on the Property and all

other applicable Laws. In the event of a conflict or inconsistency between the provisions of this Declaration and the requirements, codes or ordinances of the City applicable to the Property and all other applicable Laws, then the more restrictive requirement shall govern.

[Signature page follows]

IN WITNESS WHEREOF, Declarant has executed this Declaration the day and year first above written.

DECLARANT

CITY OF WAUSAU, WISCONSIN

By: Katie Rosenberg
Katie Rosenberg, Mayor

Attest:

Leslie M. Kremer
Leslie M. Kremer, City of Wausau Clerk

STATE OF WISCONSIN)
) ss.
COUNTY OF MARATHON)

Personally came before me this 28th day of August, 2020, Katie Rosenberg and Leslie M. Kremer, of the above-named City of Wausau, Wisconsin, to me known to be the persons who executed the foregoing instrument and to me known to be such Mayor and Clerk, respectively, and acknowledged that they executed the foregoing instrument as such officers as the deed of said City of Wausau, Wisconsin, by its authority.

Lisa A. Parsch
Print Name: Lisa A. Parsch
Notary Public, State of Wisconsin
My Commission: 8/3/24
[Notary Seal]



This instrument was drafted by:

Isaac J. Roang, Esq.
Quarles & Brady LLP
411 E. Wisconsin Avenue
Milwaukee, WI 53202

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

North Zone:

Part of Certified Survey Map No. 17367 recorded in the Office of Register of Deeds for Marathon County in Volume 83 of Certified Survey Maps on Page 24, being part of Sections 25 and 26, Township 29 North, Range 7 East, City of Wausau, Marathon County, Wisconsin, described as follows:

All of Lot 1 of said Certified Survey Map No. 17367, and that part of Lot 2 of said Certified Survey Map No. 17367 lying Southerly of the Northerly line of said Lot 1 extended Westerly.

PINs: 291-2907-252-0982
291-2907-252-0981

South Zone:

Lots 1 and 2 of Certified Survey Map No. 18353 recorded in the Office of Register of Deeds for Marathon County in Volume 90 of Certified Survey Maps on Page 93, being part of the Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$, Section 25, and part of Government Lot 6, Section 26, Township 29 North, Range 7 East, City of Wausau, Marathon County, Wisconsin; and also;

That portion of said Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ and said Government Lot 6 lying between said Lots 1 and 2 and the Wisconsin River to the West and it's River Channel to the North, being Parkland as dedicated by City of Wausau Common Council Resolution File no. 17-0807.

PINs: 291-2907-264-0973
291-2907-253-0622
291-2907-253-0623
291-2907-264-0971
291-2907-253-0624

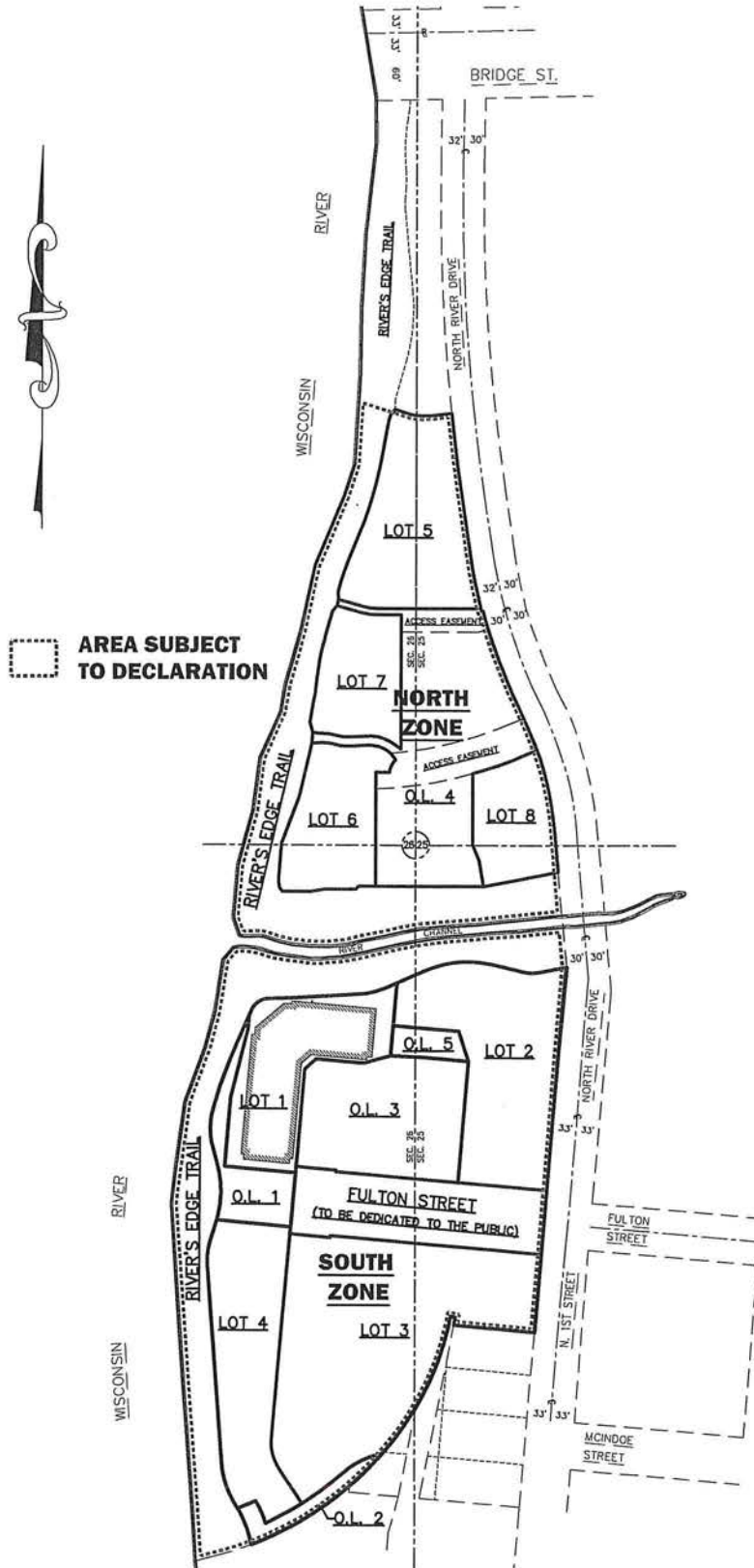
EXHIBIT B

DEPICTION OF LOTS, COMMON AREAS AND ZONES

[Diagram attached to this cover page.]

EXHIBIT MAP

PART OF SECTIONS 25 AND 26, TOWNSHIP 29 NORTH, RANGE 7 EAST, CITY OF WAUSAU,
MARATHON COUNTY, WISCONSIN.



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SCALE IN FEET
0 50 100 200

EXHIBIT C

LEGAL DESCRIPTION OF LOTS

North Zone Lots

Lot 5

Lot 1 of Certified Survey Map No. 17367, recorded on April 19, 2016 at the Office of Register of Deeds for Marathon County in Volume 83 of Certified Survey Maps on Page 24 as Document No. 1711959, being a part of the Southwest 1/4 of the Northwest 1/4 and part of the Northwest Quarter 1/4 of the Southwest Quarter 1/4, Section 25, and part of Government Lots 5 and 6, Section 26, Township 29 North, Range 7 East, in the City of Wausau, Marathon County, Wisconsin.

PIN: 291.2907.252.0982

Lot 6

Part of Lot 2 of Certified Survey Map No. 17367 recorded in the Office of Register of Deeds for Marathon County in Volume 83 of Certified Survey Maps on Page 24, being part of Government Lots 5 and 6, Section 26, Township 29 North, Range 7 East, City of Wausau, Marathon County, Wisconsin, described as follows:

Commencing at the South ¼ corner of said Section 26; thence N 89° 00' 45" E, along the South line of the Southeast ¼ of said Section 26, 2552.60 feet to the Southeast corner of said Section 26; thence N 0° 51' 39" W, 2732.18 feet to the point of beginning;

Thence N 90° 00' 00" W, 19.07 feet; thence S 0° 00' 00" E, 160.75 feet; thence N 90° 00' 00" W, 24.00 feet; thence S 45° 00' 00" W, 6.25 feet; thence N 90° 00' 00" W, 43.29 feet; thence S 81° 00' 00" W, 22.91 feet; thence N 90° 00' 00" W, 37.00 feet; thence along the arc of a curve to the right having a chord bearing of N 19° 43' 44" W and a chord distance of 16.04 feet and a radius of 19.81 feet; thence N 4° 09' 13" E, 40.01 feet; thence N 5° 50' 43" E, 14.01 feet; thence N 20° 00' 00" E, 70.00 feet; thence N 13° 40' 00" E, 77.00 feet; thence along the arc of a non-tangential curve to the right having a chord bearing S 87° 00' 00" E and a chord distance of 35.00 feet and a radius of 80.85 feet; thence along the arc of a curve to the left having a chord bearing of S 84° 00' 00" E and a chord distance of 20.00 feet and a radius of 60.59 feet; thence N 86° 30' 00" E, 26.00 feet; thence along the arc of a curve to the right having a chord bearing of S 61° 15' 24" E and a chord distance of 42.44 feet and a radius of 39.77 feet; thence along the arc of a non-tangential curve to the left having a chord bearing S 25° 37' 00" W and a chord distance of 20.00 feet and a radius of 28.64 feet to the point of beginning, said parcel containing approximately 0.57 acres.

PIN: Part of 291-2907-252-0981

[Legal descriptions of North Zone Lots continue on following page]

Lot 7

Part of Lot 2 of Certified Survey Map No. 17367 recorded in the Office of Register of Deeds for Marathon County in Volume 83 of Certified Survey Maps on Page 24, being part of Government Lots 5 and 6, Section 26, Township 29 North, Range 7 East, City of Wausau, Marathon County, Wisconsin, described as follows:

Commencing at the South $\frac{1}{4}$ corner of said Section 26; thence N $89^{\circ} 00' 45''$ E, along the South line of the Southeast $\frac{1}{4}$ of said Section 26, 2552.60 feet to the Southeast corner of said Section 26; thence N $0^{\circ} 31' 02''$ W, 2765.53 feet to the point of beginning;

Thence N $54^{\circ} 45' 57''$ W, 14.40 feet; thence along the arc of a curve to the left having a chord bearing of N $74^{\circ} 07' 58''$ W and a chord distance of 35.00 feet and a radius of 52.77 feet; thence S $86^{\circ} 30' 00''$ W, 26.00 feet; thence along the arc of a curve to the right having a chord bearing of N $84^{\circ} 00' 00''$ W and a chord distance of 15.71 feet and a radius of 47.59 feet; thence along the arc of a curve to the left having a chord bearing of N $83^{\circ} 41' 48''$ W and a chord distance of 30.00 feet and a radius of 93.85 feet; thence N $75^{\circ} 19' 59''$ W, 7.52 feet; thence N $18^{\circ} 19' 50''$ W, 15.00 feet; thence N $10^{\circ} 24' 03''$ E, 41.51 feet; thence N $7^{\circ} 52' 08''$ E, 40.32 feet; thence along the arc of a curve to the right having a chord bearing of N $11^{\circ} 54' 56''$ E and a chord distance of 40.65 feet and a radius of 288.00 feet; thence N $15^{\circ} 57' 44''$ E, 38.16 feet; thence N $40^{\circ} 04' 23''$ E, 9.84 feet; thence S $73^{\circ} 56' 10''$ E, 31.84 feet; thence along the arc of a curve to the left having a chord bearing of S $81^{\circ} 58' 05''$ E and a chord distance of 30.46 feet and a radius of 109.00 feet; thence N $90^{\circ} 00' 00''$ E, 29.83 feet; thence S $0^{\circ} 00' 00''$ E, 189.06 feet to the point of beginning, said parcel containing 0.471 acres.

PIN: Part of 291-2907-252-0981

Lot 8

Part of Lot 2 of Certified Survey Map No. 17367 recorded in the Office of Register of Deeds for Marathon County in Volume 83 of Certified Survey Maps on Page 24, being part of Government Lots 5 and 6, Section 26, Township 29 North, Range 7 East, City of Wausau, Marathon County, Wisconsin, described as follows:

Commencing at the South $\frac{1}{4}$ corner of said Section 26; thence N $89^{\circ} 00' 45''$ E, along the South line of the Southeast $\frac{1}{4}$ of said Section 26, 2552.60 feet to the Southeast corner of said Section 26; thence N $1^{\circ} 36' 46''$ E, 2731.65 feet to the point of beginning;

Thence along the arc of a curve to the left having a chord bearing of N $70^{\circ} 39' 02''$ E and a chord distance of 75.22 feet and a radius of 596.67 feet; thence N $67^{\circ} 02' 12''$ E, 22.02 feet to the Easterly line of said Lot 2; thence along said Easterly line and along the arc of a curve to the right having a chord bearing of S $12^{\circ} 25' 39''$ E and a chord distance of 120.33 feet and a radius of 462.33 feet; thence S $4^{\circ} 57' 01''$ E, along said Easterly line, 55.00 feet; thence S $78^{\circ} 58' 35''$ W, 108.00 feet; thence N $9^{\circ} 31' 27''$ W, 36.94 feet; thence N $23^{\circ} 00' 00''$ W, 25.00 feet; thence N $0^{\circ} 00' 00''$ E, 100.00 feet to the point of beginning, said parcel containing 0.420 acres.

PIN: Part of 291-2907-252-0981

[End of North Zone Lots; legal descriptions of South Zone Lots on following pages]

South Zone Lots

Lot 1

Lot 1 of Certified Survey Map No. 18353 recorded in the Office of Register of Deeds for Marathon County in Volume 90 of Certified Survey Maps on Page 93 on June 20, 2019, as Document Number 1781845, being part of Government Lot 6, all in Section 26, Township 29 North, Range 7 East, City of Wausau, Marathon County, Wisconsin.

PIN: 291.2907.264.0973

Lot 2

Part of Lot 2 of Certified Survey Map No. 18353 recorded in the Office of Register of Deeds for Marathon County in Volume 90 of Certified Survey Maps on Page 93, being part of Government Lot 6, Section 26, Township 29 North, Range 7 East, City of Wausau, Marathon County, Wisconsin, described as follows:

Commencing at the South $\frac{1}{4}$ corner of said Section 26; thence N 89° 00' 45" E, along the South line of the Southeast $\frac{1}{4}$ of said Section 26, 2552.60 feet to the Southeast corner of said Section 26; thence N 1° 31' 45" E, 2155.38 feet to the point of beginning;

Thence N 4° 52' 48" E, 170.97 feet; thence N 17° 54' 14" W, 44.53 feet; thence N 85° 07' 43" W, 93.19 feet to the Westerly line of said Lot 2; thence N 4° 56' 02" E, along said Westerly line, 60.04 feet to the Northerly line of said Lot 2; thence N 66° 22' 00" E, along said Northerly line, 43.50 feet; thence along said Northerly line and along the arc of a curve to the right having a chord bearing of N 84° 45' 00" E and a chord distance of 94.61 feet and a radius of 150.00 feet; thence S 76° 52' 00" E, along said Northerly line, 46.22 feet; thence along said Northerly line and along the arc of a curve to the left having a chord bearing of S 88° 26' 00" E and a chord distance of 20.05 feet and a radius of 50.00 feet; thence N 80° 00' 00" E, along said Northerly line, 40.96 feet to the Easterly line of said Lot 2; thence S 4° 52' 17" W, along said Easterly line, 314.48 feet; thence N 85° 07' 43" W, 126.37 feet to the point of beginning, said parcel containing 1.115 acres.

PIN: Part of 291-2907-253-0622

[Legal descriptions of South Zone Lots continue on following page]

Lot 3

Part of Lot 2 of Certified Survey Map No. 18353 recorded in the Office of Register of Deeds for Marathon County in Volume 90 of Certified Survey Maps on Page 93, being part of Government Lot 6, Section 26, Township 29 North, Range 7 East, City of Wausau, Marathon County, Wisconsin, described as follows:

Commencing at the South $\frac{1}{4}$ corner of said Section 26; thence N $89^{\circ} 00' 45''$ E, along the South line of the Southeast $\frac{1}{4}$ of said Section 26, 2552.60 feet to the Southeast corner of said Section 26; thence N $5^{\circ} 23' 07''$ W, 1711.49 feet to the point of beginning;

Thence N $33^{\circ} 00' 23''$ W, 59.23 feet; thence along the arc of a curve to the right having a chord bearing of N $14^{\circ} 03' 31''$ W and a chord distance of 44.16 feet and a radius of 68.00 feet; thence N $4^{\circ} 53' 30''$ E, 286.56 feet; thence S $85^{\circ} 07' 43''$ E, 57.14 feet; thence N $4^{\circ} 52' 17''$ E, 2.50 feet; thence S $85^{\circ} 07' 43''$ E, 298.91 feet to the Easterly line of said Lot 2; thence S $4^{\circ} 50' 03''$ W, along said Easterly line, 109.62 feet to the Southerly line of said Lot 2; thence N $84^{\circ} 53' 22''$ W, along said Southerly line, 114.92 feet to the Easterly line said Lot 2; thence N $11^{\circ} 09' 09''$ E, along said Easterly line, 11.12 feet to the Southerly line of said Lot 2; thence N $78^{\circ} 50' 49''$ W, along said Southerly line, 6.47 feet to the Southeasterly line of said Lot 2; thence along said Southeasterly line and along the arc of a curve to the right having a chord bearing of S $20^{\circ} 42' 05''$ W and a chord distance of 135.76 feet and a radius of 409.72 feet; thence along said Southeasterly line and along the arc of a curve to the right having a chord bearing of S $35^{\circ} 54' 03''$ W and a chord distance of 80.73 feet and a radius of 460.50 feet; thence along the arc of a non-tangential curve to the left having a chord bearing of S $63^{\circ} 49' 27''$ W and a chord distance of 60.48 feet and a radius of 115.00 feet; thence along the arc of a curve to the right having a chord bearing of S $53^{\circ} 00' 21''$ W and a chord distance of 73.76 feet and a radius of 440.50 feet to the point of beginning, said parcel containing 1.915 acres.

PIN: Part of 291-2907-253-0622

[Legal descriptions of South Zone Lots continue on following page]

Lot 4

Part of Lot 2 of Certified Survey Map No. 18353 recorded in the Office of Register of Deeds for Marathon County in Volume 90 of Certified Survey Maps on Page 93, being part of Government Lot 6, Section 26, Township 29 North, Range 7 East, City of Wausau, Marathon County, Wisconsin, described as follows:

Commencing at the South $\frac{1}{4}$ corner of said Section 26; thence N $89^{\circ} 00' 45''$ E, along the South line of the Southeast $\frac{1}{4}$ of said Section 26, 2552.60 feet to the Southeast corner of said Section 26; thence N $5^{\circ} 23' 07''$ W, 1711.49 feet to the point of beginning;

Thence along the arc of a curve to the right having a chord bearing of S $61^{\circ} 32' 12''$ W and a chord distance of 57.40 feet and a radius of 440.50 feet; thence along the arc of a non-tangential curve to the left having a chord bearing of N $24^{\circ} 42' 38''$ W and a chord distance of 34.00 feet and a radius of 167.00 feet; thence along the arc of a non-tangential curve to the right having a chord bearing of S $67^{\circ} 11' 43''$ W and a chord distance of 27.30 feet and a radius of 406.50 feet to the Westerly line of said Lot 2; thence along said Westerly line and along the arc of a curve to the left having a chord bearing of N $32^{\circ} 58' 05''$ W and a chord distance of 4.44 feet and a radius of 140.00 feet; thence along said Westerly line and along the arc of a curve to the right having a chord bearing of N $19^{\circ} 08' 18''$ W and a chord distance of 61.06 feet and a radius of 120.00 feet; thence N $4^{\circ} 24' 00''$ W, along said Westerly line, 278.84 feet; thence along said Westerly line and along the arc of a curve to the right having a chord bearing of N $6^{\circ} 18' 00''$ E and a chord distance of 37.13 feet and a radius of 100.00 feet; thence N $17^{\circ} 00' 00''$ E, along said Westerly line, 28.66 feet; thence S $85^{\circ} 06' 38''$ E, 103.87 feet; thence S $4^{\circ} 53' 30''$ W, 296.41 feet; thence along the arc of a curve to the left having a chord bearing of S $14^{\circ} 03' 31''$ E and a chord distance of 44.16 feet and a radius of 68.00 feet; thence S $33^{\circ} 00' 23''$ E, 59.23 feet to the point of beginning, said parcel containing 0.852 acres.

PIN: Part of 291-2907-253-0622

[End of South Zone Lots]

EXHIBIT D

NET SQUARE FOOTAGE AND OWNERSHIP UNITS OF LOTS

North Zone Lots

<u>Lot</u>	<u>Acreage</u>	<u>Units (% of total)</u>	<u>% of Zone</u>
Lot 5	0.884 acres	12.6 Units (12.6%)	37.7% of North Zone
Lot 6	0.570 acres	8.1 Units (8.1%)	24.3% of North Zone
Lot 7	0.471 acres	6.7 Units (6.7%)	20.1% of North Zone
Lot 8	0.420 acres	6.0 Units (6.0%)	17.9% of North Zone
Totals:	2.346 acres	33.5 Units (33.5%)	100%

South Zone Lots

<u>Lot</u>	<u>Acreage</u>	<u>Units (% of total)</u>	<u>% of Zone</u>
Lot 1	0.781 acres	11.1 Units (11.1%)	16.7 % of South Zone
Lot 2	1.115 acres	15.9 Units (15.9%)	23.9 % of South Zone
Lot 3	1.915 acres	27.3 Units (27.3%)	41.1 % of South Zone
Lot 4	0.852 acres	12.2 Units (12.2%)	18.3 % of South Zone
Totals:	4.663 acres	66.5 Units (66.5%)	100%

Lot Totals (both zones): 7.009 acres; 100.0 Units

EXHIBIT E

NON-EXCLUSIVE LIST OF REGULAR ASSESSMENT ACTIVITIES

1. Maintenance, repair, and replacement of the River's Edge Trail, connecting sidewalks, and other common park features and elements in the other Common Areas.
2. Landscaping maintenance and plantings replacement along the River's Edge Trail and shoreline areas.
3. Trash removal in the public refuse cans.
4. Snow removal in the Common Areas, including the River's Edge Trail and connecting sidewalks, and other pedestrian and recreational trails and sidewalks, but excluding parking areas and associated drives.

EXHIBIT F

NON-EXCLUSIVE LIST OF ZONE SPECIFIC ASSESSMENTS

North Zone:

1. Landscaping of Common Areas within the North Zone (other than the River's Edge Trail and shoreline areas), including maintenance of turf and plantings replacement.
2. North Zone Common Area parking lot maintenance, repair, and replacement, including snow removal for the parking lot and associated drives.
3. Maintenance, repair, and replacement of common refuse collection areas, if any, serving the North Zone (including dumpster rental service charges).
4. Maintenance, repair, and replacement of North Zone storm water improvements.

South Zone:

1. Landscaping of Common Areas within the South Zone (other than the River's Edge Trail and shoreline areas), including maintenance of turf and plantings replacement.
2. South Zone Common Area parking lot maintenance, repair, and replacement, including snow removal for the parking lot and associated drives. Provided, however, that such costs shall be Zone Specific Assessments only be to the extent that such parking lot(s) are for shared use of the South Zone Lots and not reserved for specific Lots.
3. Maintenance, repair, and replacement of common refuse collection areas, if any, serving the South Zone (including dumpster rental service charges).
4. Maintenance, repair, and replacement of South Zone storm water improvements.

RESOLUTION OF THE FINANCE COMMITTEE

Approving Declaration of Covenants, Conditions, Restrictions and Easements for Wausau East Riverfront

Committee Action: **Approved 5-0**

Fiscal Impact:

File Number: **20-0826**

Date Introduced: **August 25, 2020**

FISCAL IMPACT SUMMARY

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

RESOLUTION

WHEREAS, the City of Wausau ("Declarant") is the owner of certain real property ("Property") designated as numbered lots within the North Zone and South Zone on the attached Exhibit Map, situated between North River Drive and the Wisconsin River to the west; and

WHEREAS, for the general orderly improvement, development and use of the Property, the Declarant intends to establish and impose certain covenants, conditions and restrictions upon the Property and create easements; and

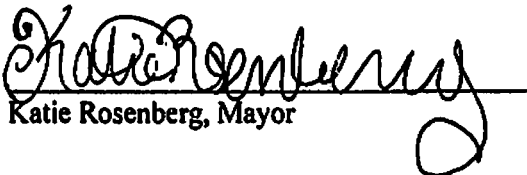
WHEREAS, the Declarant therein declares that the Property shall be held, sold, leased, used, conveyed, subdivided, platted, mortgaged, encumbered, occupied and improved subject to the attached Declaration of Covenants, Conditions, Restrictions and Easements for Wausau East Riverfront, which includes, but is not limited to:

- Assessments (regular, reimbursement, capital improvement, zone specific) for the purpose of enhancing, maintaining and protecting the desirability, attractiveness and safety of the Property; improving and maintaining the designated common areas; reimbursing Declarant for costs incurred in bringing an owner/lessee into compliance; and for the common good and benefit of the Property:
 1. Maintenance, repair and replacement of the River's Edge Trail, connecting sidewalks, and other common park features and elements;

2. Landscaping maintenance and plantings replacement along the trail and shoreline areas;
 3. Maintenance, repair and replacement of common refuse collection areas and trash removal in public refuse cans;
 4. Parking lot maintenance, repair and replacement, including snow removal;
 5. Snow removal in common areas, including the River's Edge Trail and connecting sidewalks, including other pedestrian and recreational trails and sidewalks;
 6. Maintenance, repair and replacement of storm water improvements.
- Easements:
 1. Common areas and for ingress and egress over lots for installation, repair, reconstruction, restoration, replacement, landscaping and maintenance of the common areas;
 2. Vehicular and pedestrian ingress and egress across all roadways and common areas;
 3. Location, installation and maintenance of utilities;
 4. Cross Parking across all common areas for vehicular parking use.
 - Regulation and Maintenance of Improvements and Lots
 - Development Standards
 - Use Restrictions

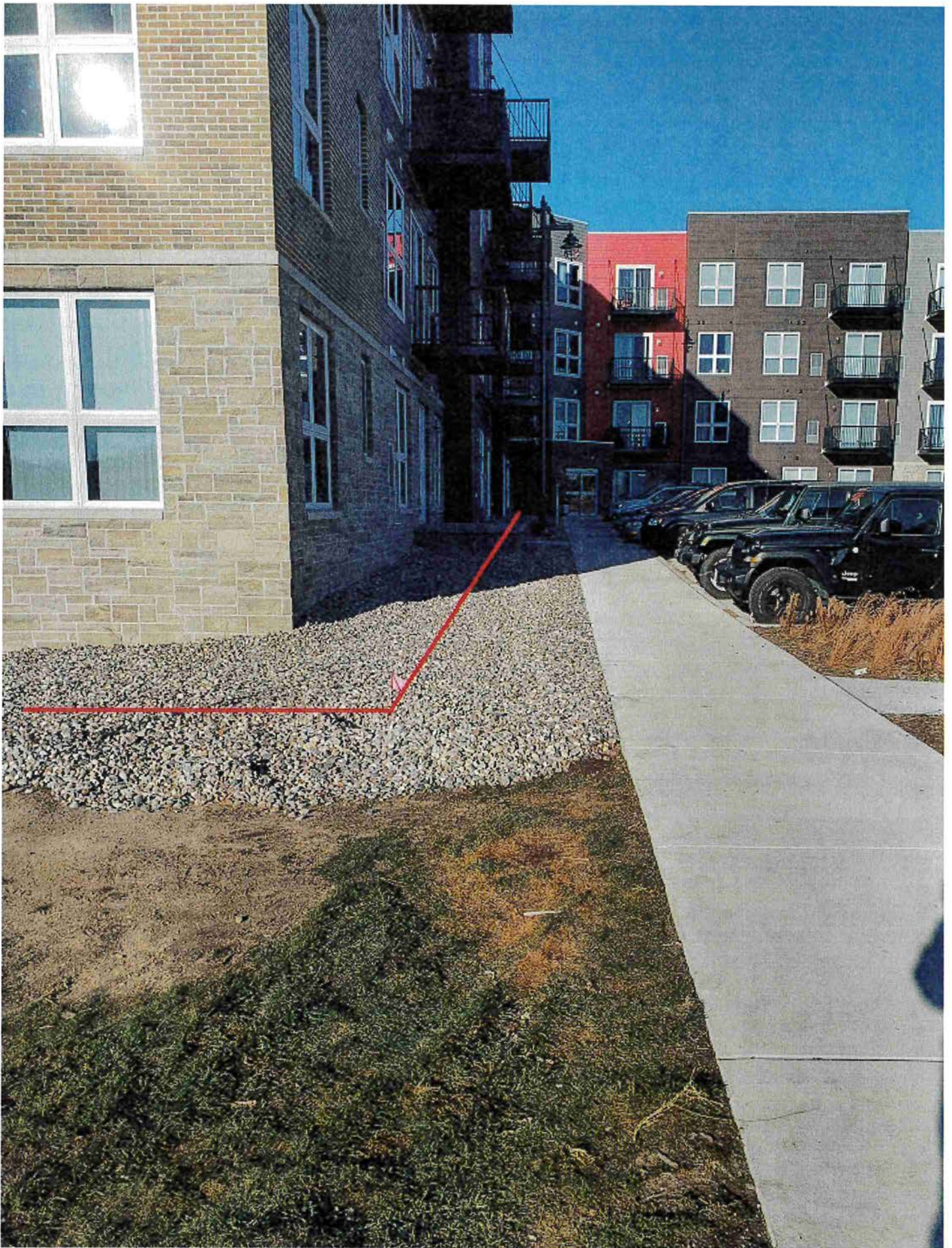
NOW THEREFORE BE IT RESOLVED that the Common Council hereby approves the attached Declaration of Covenants, Conditions, Restrictions and Easements for Wausau East Riverfront and authorizes and directs the proper City officials to execute the Declarations.

Approved:

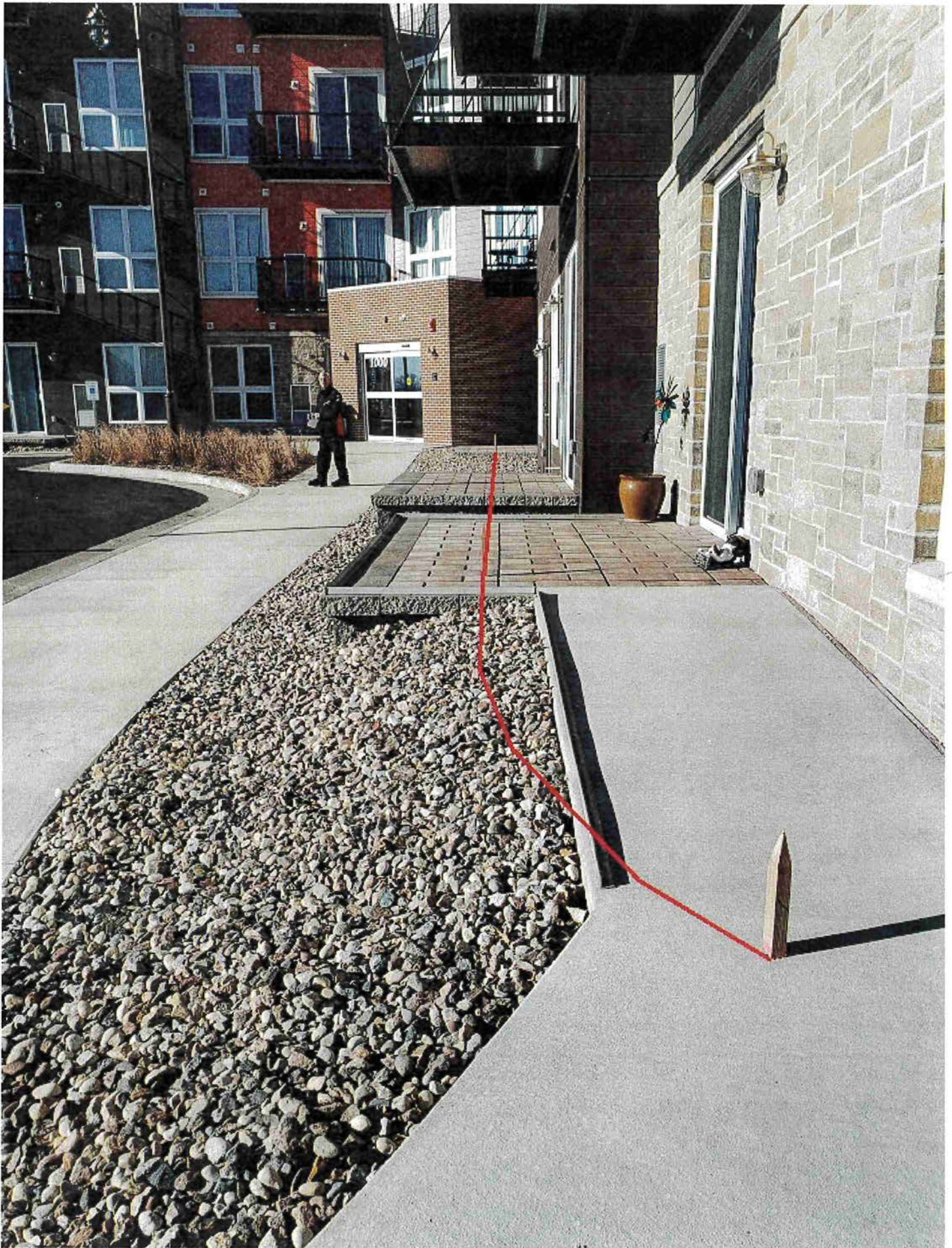

Katie Rosenberg, Mayor

On Engineering Of A Graduate In Civil Engineering, 5/17/2021 8:53 AM, 1 d)









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

RESOLUTION OF THE FINANCE COMMITTEE

Authorizing the write off of certain uncollectible delinquent personal property tax accounts from the City's accounting records

Committee Action: Pending

Fiscal Impact: \$16,440.47 with \$10,457.1 charged back for a net of \$5,983.37

File Number: 03-0306

Date Introduced: March 23, 2021

FISCAL IMPACT SUMMARY

COSTS	<i>Budget Neutral</i>	Yes ☐ No ☒	
	<i>Included in Budget:</i>	Yes ☒ No ☐	<i>Budget Source: Bad Debt Expense</i>
	<i>One-time Costs:</i>	Yes ☒ No ☐	<i>Amount: \$5,983.37</i>
	<i>Recurring Costs:</i>	Yes ☐ No ☒	<i>Amount:</i>
SOURCE	<i>Fee Financed:</i>	Yes ☐ No ☒	<i>Amount:</i>
	<i>Grant Financed:</i>	Yes ☐ No ☒	<i>Amount:</i>
	<i>Debt Financed:</i>	Yes ☐ No ☒	<i>Amount: Annual Retirement</i>
	<i>TID Financed:</i>	Yes ☐ No ☒	<i>Amount:</i>
	<i>TID Source: Increment Revenue ☐ Debt ☐ Funds on Hand ☐ Interfund Loan ☐</i>		

WHEREAS the City of Wausau has an ongoing program for the collection of delinquent personal property taxes, however there are always some personal property taxes which are uncollectible due to various reasons and

WHEREAS, there is always a continuous effort to recover delinquent personal property taxes, and

WHEREAS, the Finance Committee has reviewed the list of 2019 delinquent personal property taxes on Attachment A and recommends the write off **and** charge back of these taxes as provided within the State of Wisconsin Statutes, Now Therefore

BE IT RESOLVED by the Common Council of the City of Wausau that the proper City Official(s) be and are hereby authorized and directed to write off the delinquent personal property taxes as outlined on Attachment A, from the Tax Adjustment account #110-25097410 in order to provide sound financial management.

BE IT FURTHER RESOLVED, by the Common Council of the City of Wausau that the proper City Official(s) be and are hereby authorized and directed to charge back to the appropriate governmental entities their share of these delinquent personal property taxes as outlined on Attachment A.

BE IT FURTHER RESOLVED, by the Common Council of the City of Wausau that the list of delinquent personal property taxes be entered into the minutes and published in the newspaper.

Approved:

Katie Rosenberg, Mayor

2019 Personal Property List

29100000018018	Bankruptcy	Shopko	8,170.40	Chargeback \$16,440.47
29100000018595	Bankruptcy	Things Remembered Inc	414.98	
29100000001074	Out of Business	Aesthetics By Amy	26.95	
29100000001497	Out of Business	Am Telepsychiatry	102.40	
29100000001738	Out of Business	Ascend it	167.08	
29100000002281	Out of Business	Beautiful	194.02	
29100000002970	Out of Business	Byline Bank	18.86	
29100000003058	Out of Business	Candy Shop Vapor & Glass	97.01	
29100000004973	Out of Business	Easy Living Management	94.31	
29100000005991	Out of Business	Ella Bay Transport LLC	10.76	
29100000006133	Out of Business	Fermanich, Bruce	26.95	
29100000006377	Out of Business	First Business Bank	37.72	
29100000009180	Out of Business	Ignite	13.47	
29100000009196	Out of Business	2510 Café	13.47	
29100000010020	Out of Business	J Gumbo's	1,280.00	
29100000010411	Out of Business	Jenny's Family Restaurant	37.72	
29100000013926	Out of Business	Mystic Massage	75.46	
29100000014042	Out of Business	Nails by Paula	21.56	
29100000016888	Out of Business	Professional Consulting Services	56.58	
29100000016971	Out of Business	Kustom Auto & Repair	299.12	
29100000017053	Out of Business	Reflexology Center	220.98	
29100000017454	Out of Business	Safe Alert	91.61	
29100000017525	Out of Business	Sawadee Thai Restaurant Inc	326.07	
29100000017554	Out of Business	Schulz's Recycling Inc	1,266.51	
29100000017753	Out of Business	Schulz's Recycling Inc	466.19	
29100000017842	Out of Business	Sea Siren Tattoo	78.14	
29100000017969	Out of Business	Shailly Yoga Studio	121.27	
29100000017998	Out of Business	Shidell, Allen	619.79	
29100000018350	Out of Business	Steppert, Rouland E	1,094.05	
29100000019576	Out of Business	Wausau Metro Realty	970.09	
29100000019661	Out of Business	Weiss Law Firm	26.95	
291000000122822	Collection	Wausau MFG Group DiRevi	113.18	
29100000020500	Collection	Zoomsystems	70.05	
29100000019402	Collection	Wausau Engines, Inc	18.86	
29100000015742	Collection	Outlook Investment Group	51.19	
29100000013738	Collection	Mitch's Texas Tacos	83.54	
29100000010177	Collection	JoJo's Online Sales	26.95	
29100000006838	Collection	Frankie & Fletcher Mercantile	48.51	
29100000005101	Collection	Eccentric Co. Emporium	78.14	
29100000004767	Collection	Dorado Surfaces	37.72	
29100000002551	Collection	Body Wisdom	13.47	
29100000001087	Collection	Antoniewica, Darlene	40.42	
29100000004061	Collection/PaymentPlan	Daly's	678.14	
29100000008097	Collection/PaymentPlan	Hanuman Express	708.71	
29100000001128	Pending Court Action	Amarmark HealthCare Tech	1,926.72	
29100000001131	Pending Court Action	Aperturesque LLC	274.86	
29100000001525	Pending Court Action	American Science & Technology	439.24	
29100000002454	Pending Court Action	Biggby Coffee	1,180.29	
29100000002586	Pending Court Action	Boost Mobile	231.74	
29100000002688	Pending Court Action	BridgeStone Firestone America	970.09	
29100000003021	Pending Court Action	Calhoun, Brenda	336.85	
29100000003025	Pending Court Action	Campus Pub Inc	323.37	
29100000003824	Pending Court Action	Country Coin & Collectibles	102.40	
29100000004002	Pending Court Action	DFK Chartered	150.90	
29100000004129	Pending Court Action	Daniels, Guy	129.35	
29100000004652	Pending Court Action	Mutaz Cell, LLC	425.77	
29100000005102	Pending Court Action	EC Blend Vap Shop	466.19	
29100000007103	Pending Court Action	Gassner, Cheryl	107.79	
29100000008020	Pending Court Action	Halo Salon	220.98	
29100000010150	Pending Court Action	Jackman Law Firm	1,034.77	
29100000014411	Pending Court Action	Nidus Holding Company LLC	1,293.46	
29100000015602	Pending Court Action	Opa Gyros	150.90	
29100000016771	Pending Court Action	Hydro Klean	4,874.74	
29100000016881	Pending Court Action	Prometric LLC	369.18	
29100000017092	Pending Court Action	Regner, Charles	269.47	
29100000017928	Pending Court Action	715 Delivery	115.87	
29100000018667	Pending Court Action	Terradea Salon/spa	258.69	
29100000018668	Pending Court Action	Terradea Salon/spa at Island Place	56.58	
29100000019581	Pending Court Action	Wausau Music Center	641.35	

34,760.90

RESOLUTION OF THE COMMON COUNCIL

Designating Public Depositories and Authorizing Withdrawal of County, City, Village, Town or School District Monies.

Committee Action: Pending

Fiscal Impact: None

File Number: 02-0435

Date Introduced: March 23, 2021

RESOLUTION

BE IT RESOLVED, that the hereinafter listed Banks, Savings & Loan Associations, Credit Unions and Investment Institutions (hereafter called "Financial Institutions") qualified as public depositories under Ch. 34, Wis. Stats., are hereby designated as depositories in which the funds of this Municipality may from time to time be deposited; that the following described account be opened and maintained in the name of this Municipality with the Financial Institutions subject to the rules and regulations of the Financial Institutions from time to time in effect, that the persons and the number thereof designated by title opposite the following designation of account is hereby authorized, for and on behalf of this Municipality, to sign order checks as provided in s.66.0607, Wis. Stats., for payment or withdrawal of money from said account and to issue instructions regarding the same, and to endorse for deposit, negotiation, collection or discount by Financial Institutions any and all checks, drafts, notes, bills, certificates of deposit or other instruments or orders for the payment of money owned or held by said Municipality; that the endorsement for deposit may be in writing, by stamp, or otherwise, with or without designation or signature of the person so endorsing; and that any officer, agent or employee of this Municipality is hereby authorized to make oral or written requests of the Financial Institutions for the transfer of funds of money between accounts maintained by this Municipality.

Financial Institutions:

Abbybank
Wausau, Wisconsin

Advantage Community Bank
Wausau, Wisconsin

Associated Bank Wausau
Wausau, Wisconsin

B C Ziegler & Co.
Wausau, Wisconsin

Chase Bank
Stevens Point, Wisconsin

Intercity State Bank
Wausau, Wisconsin

Cloverbelt Credit Union
Wausau, Wisconsin

Connexus Credit Union
Wausau, Wisconsin

CoVantage Credit Union
Wausau Wisconsin

Federated Investors
Boston, Massachusetts

Hometown Bank
109 Plaza Rd
Wautoma, WI 54982

Incredible Bank
Wausau, Wisconsin

Local Government Investment Pool
Madison, Wisconsin

BMO Financial Group
Wausau, Wisconsin

Marathon Savings Bank
Wausau Wisconsin

People's State Bank
Wausau, Wisconsin

Prevail Bank
Wausau, Wisconsin

Tower Credit Union
Wausau, Wisconsin

US Bank of Wausau
Wausau, Wisconsin

Wells Fargo
Minneapolis, Minnesota

Wood Trust Bank
Wausau, Wisconsin

State of Wisconsin Local Government Investment Pool and all public depositories as defined in Chapter 34, Wisconsin Statutes, located in the State of Wisconsin.

Name or Type
of Account
City of Wausau Funds

Number of
Signatures Required
Three

Facsimile Signatures:

Signatures and Titles
of Authorized Persons

Leslie M. Kremer, City Clerk

Katie Rosenberg, Mayor

Maryanne Groat, Finance Director/Treasurer

Emily Ley, Asst Finance Director

BE IT FURTHER RESOLVED, that the Financial Institutions be and are hereby authorized and directed to honor, certify, pay and charge to any of the accounts of this Municipality, all order checks for the payment, withdrawal or transfer of funds or money deposited in these accounts of the credit of this Municipality for whatever purpose or to whomever payable, including requests for conversion of such instruments into cash as well as for deduction from and payment of cash out of any deposit, and whether or not payable to, endorsed or negotiated by or for the credit of any persons signing such instrument or payable to or for the credit of any other officer agent or employee of this Municipality, when signed, accepted, endorsed or approved as evidenced by original or facsimile signature by the persons and the number thereof, designated by title opposite the designation of the accounts described in the foregoing resolution, and to honor any request(s) made in accordance with the foregoing resolution, whether written or oral, and including but not limited to, request(s) made by telephone or other electronic means, for the transfer of funds or money between accounts maintained by this Municipality at the Financial Institutions, and the Financial Institutions shall not be required or under any duty to inquire as to the circumstances of the issuance or use of any such instrument or request or the application or use of proceeds thereof.

BE IT FURTHER RESOLVED, that the Financial Institutions be and are hereby authorized to comply with any process, summons, order, injunction, execution, distraint, levy, lien, or notice of any kind (hereafter called "Process") received by or served upon the Financial Institutions, by which, in the Financial Institutions' opinion, another person or entity claims an interest in any of these accounts and the Financial Institutions may, at its option and without liability, thereupon refuse to honor orders to pay or withdraw sums from these accounts and may hold the balance therein until Process is disposed of to the Financial Institutions satisfaction.

BE IT FURTHER RESOLVED, that any one or more of the persons holding the offices of this Municipality designated above is/are hereby authorized (1) to receive for and on behalf of this Municipality, securities, currency or any other property of whatever nature held by, sent to, consigned to or delivered to the Financial Institutions for the account of or for delivery to this Municipality, and to give receipts therefore, and the Financial Institutions are hereby authorized to make delivery of such property in accordance herewith and (2) to sell, transfer, endorse for sale or otherwise authorize the sale or transfer of securities or any other property of whatever nature held by, sent to, consigned to or delivered to the Financial Institutions for the account of or for delivery to this Municipality, and to receive and/or apply the proceeds of any such sale to the credit of this Municipality in any such manner as he/she/they deem(s) proper, and the Financial Institutions are hereby authorized to make a sale or transfer of any of the aforementioned property in accordance herewith.

BE IT FURTHER RESOLVED, that the undersigned officer of this Municipality be and hereby is authorized and directed to certify to the Financial Institutions the foregoing resolutions, that the provisions thereof are in conformity with law and to provide the names and specimen signatures on signature cards, if requested of the persons authorized therein, and that the foregoing resolutions and signature cards and the authority thereby conferred shall remain in full force and effect until this Municipality notifies the Cashier of the Financial Institutions to the contrary in writing and the Financial Institutions may conclusively presume that such resolutions and signature cards are in effect and that the persons identified therein from time to time as officers of the Municipality have been duly elected or appointed to and continue to hold such offices.

This is to Certify, that the foregoing is a true and correct copy of a resolution duly and legally adopted by the governing body of the Municipality at an open legal meeting held on the ____ day of _____, 20____ and said resolution is now in full force and effect.

Signed and sealed this ____ day of _____, 20____

SEAL

Leslie M. Kremer, City Clerk

The undersigned member of the governing body not authorized to sign order checks certifies that the foregoing is a correct copy of a resolution passed as therein set forth.

Council President

Approved:

Katie Rosenberg, Mayor