



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

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:	March 25, 2025 at 6:30 P.M.
Location:	City Hall (407 Grant Street, Wausau WI 54403) - Council Chambers
Members:	Carol Lukens, Michael Martens, Terry Kilian, Tom Neal, Gary Gisselman, Becky McElhaney, Lisa Rasmussen, Sarah Watson, Vicki Tierney, Lou Larson, Chad Henke

Call to Order			
Pledge of Allegiance / Roll Call / Proclamations			
Public Comment: Pre-registered citizens for matters appearing on the agenda and other public comment.			
Communications and Recommendations from the Mayor			
File #	CMT	Consent Agenda	ACT
25-0301	COUN	Approve Minutes of a previous meeting(s) (03/11/2025).	Place on file
25-0310	I&F	Resolution Approving Agreement for the Management and Maintenance of a Stormwater Facility (210 Developers, LLC – 225 South 18th Avenue).	Approved 5-0
25-0311	PH&S	Resolution Approving Amendments to Special Events Policy Relating to Public Safety Fee for Ticketed Events.	Approved 5-0
82-1252	I&F	Ordinance Amending Section 10.40.050 Rules of the road to allow bicycles on the street and sidewalk on Randolph Street and Burek Avenue.	Approved 5-0
99-1104	FIN	Resolution Amending the Procurement Policy.	Approved 5-0
File #	CMT	Resolutions and Ordinances	ACT
25-0302	MAYOR	Mayor's Appointments	Placed on file
24-1109C	FIN	Resolution Adopting 2025 Budget Change of Purpose and Budget Modification for Funding 2025 Street Improvement Projects Tax Increment District 3.	Approved 5-0
Suspend Rule 6(B) Filing and/or 12(A) Referral of Resolutions (2/3 vote required)			
22-1104	FIN & ED	Resolution Approving Purchase And Development Agreement With 700 Grand Apartments, LLC For A 50-unit Affordable Multi-family Housing Project At 700, 804, 806, 810, 814 And 816 Grand Avenue And Sale of Real Estate.	Pending
24-0811	I&F PLAN	Final Resolution Approving the Vacating and Discontinuing Certain Right-of-Way along East Thomas Street Abutting a Portion of 700 Grand Avenue and Vacating a Portion of Right-of-Way Formerly Known as 804-806 Grand Avenue, 810 Grand Avenue, 814 Grand Avenue and 816 Grand Avenue.	Approved 5-0 Approved 4-2
Public Comment & Suggestions			
Adjournment			

Signed by Mayor Doug Diny

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

This Notice was posted at City Hall and sent to the Wausau Daily Herald newsroom on 03/19/2025 @ 4:30 PM.
Questions regarding this agenda may be directed to the City Clerk.

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

OFFICIAL PROCEEDINGS OF THE WAUSAU COMMON COUNCIL
held on Tuesday, March 11, 2025, in Council Chambers, beginning at 6:30 p.m.,
Mayor Doug Diny presiding.

Roll Call

03/11/2025

Roll Call indicated 10 members present.

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

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

03/11/2025

1. Tracy Schlegel, Executive Director of NAMI Northwoods – Spoke in favor of 25-0214
2. Paula Meadows, 1302 Madison Street – Spoke in opposition of 25-0214.

Statement from the Mayor on Strategic Plan

03/11/2025

Mayor Doug Diny made a statement on Strategic Plan.

Consent Agenda

03/11/2025

Without objection, item 25-0309 was pulled from the consent agenda by the request of Watson.

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

25-0301 from the Common Council Approve Minutes of a previous meeting(s) (02/25/2025).

25-0303 Ordinance from the Infrastructure & Facilities Committee Amending Section 10.20.080(a) designating no parking on the east side of North 10th Street between Franklin Street and McIndoe Street.

25-0306 Ordinance from the Parks & Recreation Committee Amending Sections 2.02.020 - Index of title 2 offices and the applicable sections, 2.16.010 -Generally, Rule 13 Committees, 2.20.040 - Uniform ordinance violation citation, 2.60.070 - Plan Commission, 2.90.030 - Smoking prohibited in specified outdoor areas, 3.12.020 - Various departments to be notified – Recommendations, 6.52.020 - Board of Park Commissioners to enforce chapter, 6.52.070 - Cost of tree care, 8.08.010 – Certain creatures forbidden, 9.08.020 - Throwing or shooting of arrows, stones and other missiles prohibited, 9.21.050 - Controlled areas, 10.20.080 – No parking and restricted parking areas designated, 10.38.020 - Operation on City owned or leased property, 12.56.030 - City Forester, 12.56.080 - Permit to plant, remove, maintain and protect trees and shrubs, 12.56.130 - Appeal from order of City Forester, 12.56.190 – Cost of planting, removing, maintaining and protecting trees and shrubs, 21.12.040 - Preliminary plat review and recommendations, 21.12.080 - Final plat review and recommendations, 21.13.060 – Final plat review and recommendations, 21.16.085 - Required dedications for park purposes, 21.16.120 - Vacation or alteration of parkland and 23.08.30 - Landscaping requirements and repealing and recreating Chapter 9.20 Park Regulations.

25-0307 Resolution from the Economic Development Committee Approving Partnership with Habitat for Humanity Affordable Housing Proposal and Sale of 727 Jefferson Street.

25-0308 Resolution from the Economic Development Committee Approving Request for Qualifications for Partnership for Housing on Infill Lots in the City of Wausau.

25-0108 Resolution from the Public Health & Safety Committee Approving or Denying Various Licenses as Indicated.

Yes Votes: 10

No Votes: 0

Abstain: 0

Not Voting: 1

Result: PASSED

25-0309**03/11/2025**

Motion by Lukens, seconded by Larson, to adopt the Resolution from the Economic Development Committee Endorsing Fair Housing Month Events in April 2025.

Watson stated this was meant to show a commitment to fair housing within the city and highlighted the events.

Yes Votes: 10

No Votes: 0

Abstain: 0

Not Voting: 1

Result: PASSED

24-0214**03/11/2025**

Motion by Rasmussen, seconded by Watson, to override the veto of the Resolution from the Public Health & Safety Committee Expressing Opposition to Any Proposed Federal or State Cuts to Medicaid.

Rasmussen stated it was important for municipalities to speak on matters to the upper levels of government. It was stated the city has a stake in outcomes from a logistical standpoint of city departments and from a functional standpoint of what is funded by local taxpayers.

Larson stated the matter was city business as it impacts city residents and shared concerns about not speaking up.

Teirney stated this was a city issue as a matter of public health and stated that when people are not getting the medical help needed it impacts public health and safety. Teirney stated the Medicaid program also supported disabled residents within the city who cannot receive healthcare coverage in any other way.

Lukens stated this was a matter of speaking for vulnerable children within the city and speaking for residents who had stated support of the resolution.

Gisselman stated this was a matter of city business and stated that the Common Council had passed a resolution, approved by the Mayor, which was similar in that it messaged a concern to higher levels of government. Gisselman stated there are residential care facilities within Aldermanic District 5 who have residents that rely on Medicaid and stated support for that reason.

<u>District</u>	<u>Aldersperson</u>	<u>Vote</u>
1	Lukens, Carol	YES
2	Martens, Michael	YES
3	Kilian, Terry	YES
4	Neal, Tom	YES
5	Gisselman, Gary	YES
6	McElhaney, Becky	ABSTAIN
7	Rasmussen, Lisa	YES
8	Watson, Sarah	YES
9	Tierney, Vicki	YES
10	Larson, Lou	YES
11	Henke, Chad	EXCUSED

Yes Votes: 9

No Votes: 0

Abstain: 1

Not Voting: 1

Result: PASSED

Suspend the Rules**03/11/2025**

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

Yes Votes: 10

No Votes: 0

Abstain: 0

Not Voting: 1

Result: PASSED

25-0304**03/11/2025**

Motion by Watson, seconded by Neal, to adopt the Ordinance from the Common Council Amending Section 10.20.080(a) designating no parking on the east side of North 6th Avenue beginning at the intersection of Quaw Street and extending 12 feet south.

Yes Votes: 10

No Votes: 0

Abstain: 0

Not Voting: 1

Result: PASSED

Motion by Lukens, seconded by Watson, to adopt the Resolution from the Common Council Approving Ethics Board Rule on Recusal.

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

Yes Votes: 9

No Votes: 1

Abstain: 0

Not Voting: 1

Result: PASSED

24-1108

03/11/2025

Without objection, this item was tabled by the request of the Mayor.

Public Comment & Suggestions

03/11/2025

1. Paula Meadows, 1302 Madison Street – Spoke in opposition to 25-0214.

Adjourn

03/11/2025

Motion by Lukens, second by Tierney, to adjourn the meeting. Motion carried. Meeting adjourned at 7:15 p.m.

Doug Diny, Mayor

Kaitlyn Bernarde, City Clerk

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

**RESOLUTION OF THE
INFRASTRUCTURE & FACILITIES COMMITTEE**

Approving Agreement for the Management and Maintenance of a Stormwater Facility (210 Developers, LLC – 225 South 18th Avenue).

Committee Action: Approved 5-0

Fiscal Impact: None

File Number: 25-0310

Date Introduced: March 25, 2025

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, your Infrastructure and Facilities Committee met on March 13, 2025 to review the agreement and recommends approval of an Agreement for the Management and Maintenance of a Stormwater Facility for 210 Developers, LLC, for stormwater facilities on their property at 225 South 18th Avenue; now therefore

BE IT RESOLVED the Common Council of the City of Wausau does hereby approve the Agreement, a copy of which is attached hereto and incorporated herein by reference, and the City Clerk is hereby instructed to have the agreement recorded in the office of the Marathon County Register of Deeds.

Approved:

Doug Diny, Mayor

Document No.

AGREEMENT

Document Title

**AGREEMENT FOR THE MANAGEMENT AND
MAINTENANCE OF A STORMWATER FACILITY**

THIS AGREEMENT made this _____ day of _____, 20____, by and between the City of Wausau, a municipal corporation of the State of Wisconsin, hereinafter referred to as "CITY", and _____

210 Developers, LLC
a corporation organized under the laws of the State of Wisconsin, hereinafter referred to as "OWNER";

WITNESSETH:

WHEREAS, CITY has an interest in and an obligation for the development, management, and maintenance of stormwater facilities within the corporate limits of the City of Wausau, which interest and obligation is evidenced in CITY's stormwater management ordinance and in this agreement which is being entered into pursuant to that ordinance; and

WHEREAS, OWNER wishes to construct certain buildings on land in the City of Wausau, and as an inducement for CITY to grant to OWNER a permit to construct these improvements, OWNER wishes to enter into this agreement for the management and maintenance of a stormwater facility; and

WHEREAS, the specific provision of the Wausau Municipal Code which provides for stormwater management is Chapter 15.56 of the Wausau Municipal Code, which code provides for the routine and extraordinary post construction maintenance of a stormwater management facility, and such a facility is being herein installed for the use and benefit of the development of OWNER's property, and this agreement will specifically provide for the management and maintenance of that stormwater facility.

NOW, THEREFORE, the parties hereto agree as follows:

1. That attached hereto, and incorporated herein by reference, is "Exhibit A," a map upon which there is located certain improvements and storm water facilities, which are the subject of this agreement.
2. OWNER specifically agrees to maintain the storm water facilities in accordance with the schedules and procedures set forth in "Exhibit B" attached hereto and incorporated herein by reference.
3. OWNER specifically grants CITY access to, from and across the property encompassed in "Exhibit A" in order to evaluate and inspect the pond and, in addition to the detention pond, any other stormwater facilities, which evaluation and inspection will, from time to time, be necessary in order to ascertain that the practices concerning management and maintenance are being followed pursuant to CITY's stormwater management ordinances; CITY shall maintain, as a public record, the results of all site inspections, and shall recommend any corrective actions required to bring the stormwater management practices into proper operating condition.
4. Upon notification to OWNER that maintenance deficiencies exist on property, any corrective actions shall be undertaken by OWNER within a time frame as set forth by CITY, which time frame will be reasonable; should OWNER not satisfactorily complete any directives of CITY, as identified in any inspection report or directive, within the time frame provided by CITY, then the parties agree that CITY shall complete any corrective actions and the cost of those actions, including any administrative charges, shall be paid in full by OWNER or, in lieu thereof, shall be placed as a special assessment on the tax rolls of all of the property described on "Exhibit A" pursuant to Wisconsin Statutes.

Recording Area

Name and Return Address

City of Wausau Engineering Dept.
407 Grant Street
Wausau, WI 54403

PIN:

5. This agreement is being entered into pursuant to the provisions of Chapter 15.56 of the city ordinances of the City of Wausau, and the parties agree that OWNER will be bound by these provisions or any future amendments to these provisions or any separate provisions relating to stormwater management.
6. These covenants, agreements, and obligations provided for in this agreement shall travel with the land and be binding upon OWNER, its successors and assigns in perpetuity.

OWNER:

By: 

By: 

CITY OF WAUSAU:

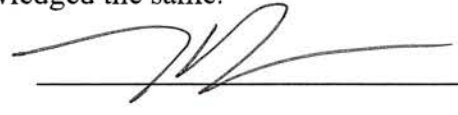
By: _____
Doug Diny, Mayor

By: _____
Kaitlyn Bernarde, Clerk

STATE OF WISCONSIN)
) ss.
COUNTY OF WAUKESHA)

Personally came before me this 2nd day of January, 2025, the above-named John Holborow
and _____ of _____, to me known to be
the person(s) who executed the foregoing instrument and acknowledged the same.




Notary Public, Wisconsin
My commission: 10/23/26

STATE OF WISCONSIN)
) ss.
COUNTY OF MARATHON)

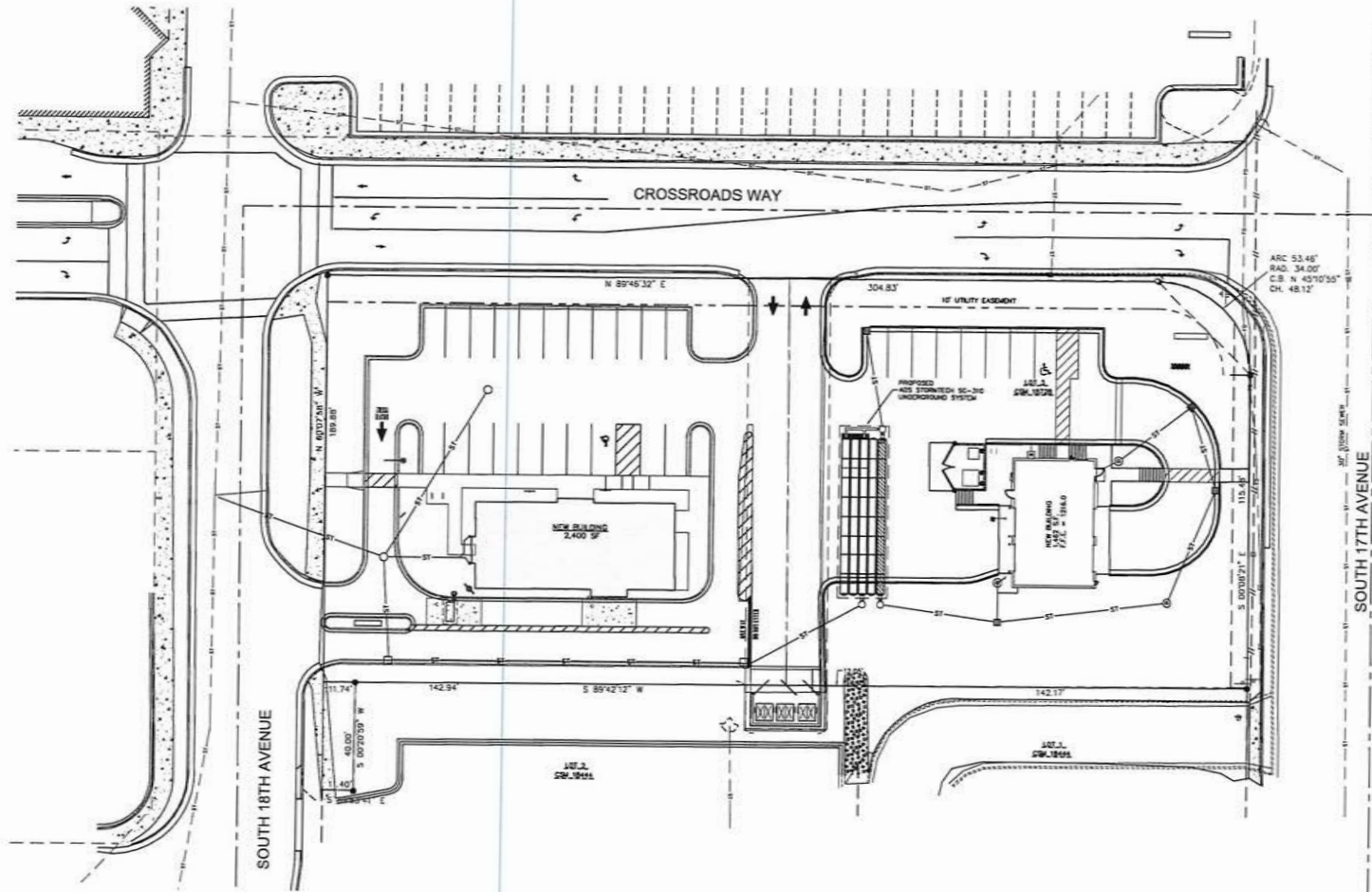
Personally came before me this _____ day of _____, 20____, the above-named Doug Diny, Mayor, and
Kaitlyn Bernarde, Clerk of the City of Wausau, to me known to be the persons who executed the foregoing instrument
and acknowledged the same.

Notary Public, Wisconsin
My commission: _____

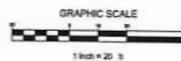


210 DEVELOPERS, LLC
225 S. 18TH AVE. WAUSAU, WISCONSIN

CJE NO.: 2244RS
APRIL 07, 2023
REV.:12/05/2023
REV.:10/16/2024



LEGEND	
	PROPOSED STONE SCHER
	EXISTING STONE SCHER



SITE PLAN EXHIBIT A

EXHIBIT B

STORM WATER FACILITIES MAINTENANCE SCHEDULE AND PROCEDURES

FOR

COUSINS SUBS &
VALVOLINE INSTANT OIL
CHANGE
225 S. 18th Ave & 260 S. 17th Ave
Wausau, WI 54401

LOT 1 OF CERTIFIED SURVEY MAP NO. 19532 RECORDED MAY 4, 2023 AS DOCUMENT NO. 1880763,
IN THE MARATHON COUNTY REGISTER OF DEEDS OFFICE; LOCATED IN THE SOUTHWEST ¼ OF
THE SOUTHEAST ¼ OF SECTION 27, TOWNSHIP 29 NORTH, RANGE 7 EAST, IN THE CITY OF
WAUSAU, MARATHON COUNTY, WISCONSIN.

The Land Owner, 210 DEVELOPERS, LLC, their successors, and assigns, shall inspect and maintain the following structural and/or non-structural storm water treatment measures. Maintenance inspections by the Owner, or its assigns, shall take place at a minimum of twice per year, typically spring and fall, following Owner's acceptance of the Project from the Site Contractor. Owner, or its assigns, shall maintain a written inspection and maintenance log.

Maintenance and inspection shall be performed within the storm water facilities depicted in **Exhibit A**.

1. DEBRIS: Removal of trash, debris, should be done on a regular basis to maintain aesthetics and functionality of the stormwater facilities on the site.
2. STORM SEWER PIPES AND STRUCTURES: Remove accumulated sediment and/or debris from the storm sewer structures, piping, sumps, curb gutters, inlets and outfalls on the site.
3. SEDEMENTATION: Remove accumulated sediment from the swales and/or ponds once the sediment interferes with functionality.

INFRASTRUCTURE AND FACILITIES COMMITTEE

Date of Meeting: March 13, 2025, at 5:15 p.m. in the Council Chambers of City Hall.

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

Also Present: Eric Lindman, Allen Wesolowski, TJ Niksich, Jillian Kurtzhals, Dustin Kraege, Lori Wunsch

CONSENT AGENDA

A. Approve minutes of the February 13 and February 20, 2025 meetings

B. Action on Stormwater Maintenance Agreement with 210 Developers, LLC at 225 South 18th Avenue

Neal moved to approve the consent agenda. Martens seconded and the motion passed 5-0.

AGENDA ITEM
Action on Stormwater Maintenance Agreement with 210 Developers, LLC at 225 South 18 th Avenue
BACKGROUND
210 Developers is proposing improvements to the site at 225 S. 18th Ave. The proposed redevelopment involves two phases. Included in phase 1 (Cousins Subs) is a 2,400 s.f. building along with paved parking and drives located on the west side of the site. Included in phase 2 (Valvoline) is a 1,462 s.f. building along with paved parking and drives located on the east side of the site. The stormwater for both sites will be managed by an underground detention system. To ensure properly functioning post-stormwater facilities year after year, the City requires the owner to sign a maintenance agreement, making the owner inspect and maintain the facilities on a biennial basis. The maintenance agreement is attached for your review.
FISCAL IMPACT
None
STAFF RECOMMENDATION
Staff recommends approval of the stormwater maintenance agreement.
Staff contact: TJ Niksich 715-261-6748

RESOLUTION OF THE PUBLIC HEALTH & SAFETY COMMITTEE

Approving Amendments to Special Events Policy Relating to Public Safety Fee for Ticketed Events.

Committee Action: Approved 5-0

Fiscal Impact: Revenue to City

File Number: 25-0311

Date Introduced: March 25, 2025

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, during the 2025 CIP process there was a recommendation from the Finance Committee that a public safety fee be assessed to ticketed special events that present a need for a large amount of either overtime or standby from our public safety departments; and

WHEREAS, staff discussed the procedure for implementing the \$1 fee for ticketed events and communicating the new fee to event organizers; and

WHEREAS, on November 12, 2024, the Fee Schedule, referenced in WMC 3.40.010(a) was amended by the Common Council to include a \$1.00 ticketed special event public safety fee; and

WHEREAS, your Public Health & Safety Committee, at their March 17, 2025 meeting, discussed and recommended implementing the \$1.00 fee and updating the Special Events Application and Policy to reflect the new fee.

NOW, THEREFORE, BE IT RESOLVED that the Common Council of the City of Wausau approves the implementation of the \$1.00 fee for ticketed events and the update to the Special Events Application and Policy to reflect the same.

Approved:

Doug Diny, Mayor

Office of the City Attorney

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



Anne L. Jacobson
City Attorney

STAFF MEMO

TO: Public Health and Safety Committee Members

FROM: Anne Jacobson, City Attorney

DATE: March 13, 2025

RE: Amending Special Events Policy – Public Safety Fee for Ticketed Events

Purpose: To implement a fee to cover the provision of public safety provided by police and fire.

Background: The city desires to charge \$1.00 per ticket sold or given away for any event subject to the Special Events Policy, including races and the Wisconsin Valley Fair. The event organizer must self-report within 30 days following the event and confirm the number of tickets and can submit a report and pay the fee, available online at the city website or print the report and submit payment to the Clerk's office.

It is proposed that there be no exemptions or waivers for free events or cancelled events.

The Fee Schedule was amended on November 12, 2024, to include the \$1.00 fee. The Special Event Application was updated to include the \$1 fee in the list of event fees. The Events Questionnaire in the application was also updated to include more information on the \$1 per ticket fee requirement.

Recommendation: Approval.

City of Wausau Events Policy and Procedures

GOAL

It is the goal of the City of Wausau to encourage and coordinate special community events, while regulating these events in a positive manner to ensure the health and safety of participants in the event, efficient management of City services and the protection of public lands and facilities.

DEFINITION OF EVENT

“Event” means any planned extraordinary occurrence requiring City services and/or on public right-of-way or public premises including but not limited to: parades, processions, festivals, athletic events and events requiring street closures.

EVENT CLASSIFICATION

There are three classes of events: Class I, Class II and Class III. Each class has its own characteristics. An event does not have to have all the characteristics listed to be in the classification. The City reserves the right to make final determination of an event’s classification.

CLASS I: (\$150.00) (*Multiple day event \$187.50 or Serial day event \$300.00)

- Event will have a large number of participants and/or spectators (500 or more people).
- Event is open & may attract interest from the general population of the community & surrounding area.
- Usually involves the closing of a street (except residential block parties).
- May involve multiple events (i.e. parade and football game, carnival and crafts).

CLASS II: (\$45.00) (*Multiple day event \$56.25 or Serial day event \$90.00)

- Event is open to the public but is only of interest to a certain segment of the community (i.e. runners, walkers, supporters of certain causes, bicyclists, etc.).
- Most athletic events (i.e. tournaments, fishing contests).
(The events policy does not apply to local youth sports organizations that contract for regular season games or tournament play)
- May involve the closing of a street, except residential block parties.

CLASS III: (\$30.00)

- Event is closed to the public or will only appeal to the members of a particular group and their guests.
- Event may be of general interest and open to the public but will only involve a small number of people.
- May involve the closing of a street (except residential block parties).

EVENT REQUIREMENTS AND CONDITIONS

Application Deadline and Fee:

Class I	2 months prior to the event	\$150.00	Late Fee	\$150.00
Class II	2 months prior to the event	\$45.00	Late Fee	\$75.00
Class III	1 month prior to the event	\$30.00	Late Fee	N/A

***NOTE:** Multiple Day events or Serial Day events will incur an additional charge (see above)

Event Permits:

Event permits are required in advance for all classes of special events. Permits **do not** include vending permits that may also be required.

Vending Permits:

If sales occur at the event, all event vendors must obtain permission to vend and complete a registration form for the event organizer to submit with their special events application. In addition, food vendors must pass inspection and obtain a valid permit, if needed, from the Marathon County Health Department prior to serving at any event.

City Facilities, Park Land and Open Spaces:

The City establishes rental rates for city facilities, park land and open spaces annually. Event organizers intending to use a rentable park facility or whose event precludes normal occupancy and use of a rentable park facility must reserve it separately. Submitting an event application does not reserve a rentable park facility and reserving a park facility does not give approval for the event. Contact the Parks Department at 715-261-1500 to reserve the park shelter or facility.

THE 400 BLOCK

Contact the Clerk's Office at 715-261-6620 to reserve the 400 Block prior to submitting this events application. Reserving The 400 Block does not give approval for the event and submitting an events application does not reserve the 400 Block.

DEFINITION

Public space for the use and enjoyment of the public at all times.

BLOCK USAGE

The Block may be reserved for free events and activities of interest to the general public, keeping with accepted standards of behavior and content. Up to 25% of the space may be rented by private groups for private events.

A limited number of specialized snack and/or beverage vendors may be permitted as an enhancement to daily use by the public. A vending permit fee will be paid to the City in lieu of real property tax.

Activities on the block will be limited to the hours of 7:00 am. to 12:00 midnight. Overnight camping and grilling are prohibited on the block. Vehicles may not be driven or parked on the block. Beware of buried water lines on the block. They are shallow and could easily be damaged by tent stakes or other objects pounded into the ground.

BLOCK COORDINATION AND SCHEDULING

Reservations will be made through the Clerk's Office. It is recommended to reserve the block early as it is a first-come-first-serve basis. Reservations will not be taken for events occurring more than 24 months away.

NOTE: Reservation of the 400 Block does not automatically permit the event. Approval process requires a special events application be completed and filed with the City Clerk. All conditions and requirements of the Special Event Policy, Municipal, State and Federal rules, regulations and guidelines must be followed prior to obtaining a permit.

BLOCK RENTAL FEES

Fees for city services are listed on the next page of this policy. Rental rates for the 400 block are as follows:

Private event sponsored by a private group	\$150/less than four hours per day \$300/greater than four hours per day
Admission event	\$150/less than four hours per day \$300/greater than four hours per day
Free event – open to the public	\$50/less than four hours per day \$100/greater than four hours per day

FEES - Refer to Fee Determination Schedule for applicability

Event organizers should make every effort to secure resources and manpower from the private sector. For those instances where the City must provide service, the event shall be required to pay the anticipated cost to the City Clerk at least 3 business days prior to the event permit being issued. Events other than those directly sponsored by the City of Wausau shall fully reimburse the City for services rendered.

There are times when the city must provide unanticipated service following the event's conclusion. Fees for those instances, services will be billed to the event following the event's conclusion.

Fees or charges imposed under this policy shall not include any fee or charge for City services in connection with an event when the service is directly related to protection provided or precautions taken in anticipation of reaction or response to expressive activity which is protected by the First Amendment to the United States Constitution.

Event Fees

Equipment Rental Deposit (Water tank, trailer, service panels, & water standpipes)		\$50.00 / unit
Snow Fence 50' Roll including stakes and ties*		\$10.00 / roll
Portable Stage*		\$150.00 / each
Portable Stage Canopy*		\$75.00 / each
Barricades*		\$5.00 / each
Picnic Tables*		\$15.00 / each
Manual Post Pounder		\$25.00
Water Standpipes		\$50.00 / each
Backflow Preventers		\$10.00 / each
Bleacher Planks		\$5.00 / each
Use of Sound and/or light system(s) (400 Block only)		\$125.00 / \$500 deposit
Stage and Planter Pedestals		\$25.00 / event
Portable Electrical Panels (Spider Box)		\$125 / panel/ event
Park Services Staff	Weekday	\$34.00 / hour / person
	Weekend and Evenings	\$54.00 / hour/ person
Electrical Services Staff	Weekday	\$40.00 / hour/ person
	Weekend and Evenings	\$54.00 / hour / person
Public Works Staff	Weekday	\$34.00 / hour / person
	Weekend and Evenings	\$54.00 / hour/ person
Public Safety Services (Police and Fire)**		\$1.00 / ticket sold or given away

*Set up, delivery and pick up of equipment are not included in the daily rental rates and will be charged per hourly rate based on actual time spent. Delivery and pickup need to be scheduled at least two weeks in advance and will not always be available for all items.

** \$1.00 per ticket sold or given away shall be invoiced to the event organizer, following the event. If after the event, it is determined that no service was needed, or that the event was cancelled, the \$1.00 fee will still apply to every ticket sold or given away for that event. The event organizer will be responsible for self-reporting and paying the fee within 30 days following the scheduled event, by submitting a return available online on the City website, and paying the fee online. By way of example, this fee shall apply to ticketed events (whether free or sold) occurring within the City that require public safety services, as well as races, and the Wisconsin Valley Fair.

This fee shall be effective upon adoption by the Common Council of the City of Wausau.

Damages or Clean-up:

If warranted, damage to city property or clean-up after an event shall be invoiced to the event organizer following the event's conclusion.

The City of Wausau is an Eco-friendly municipality and as such requires Event Organizers to recycle as part of their cleanup plan. You will be required to contract with a company to provide garbage collection and recycling services for the event.

Insurance:

A commercial general liability policy is required in the following minimum amounts for Class I and Class II events.

Per person / injury	\$ 500,000
Per occurrence / injury	\$ 500,000
Property damage	\$ 500,000
Public liability and property damage and excess liability umbrella policy	\$1,000,000

Applicants must sign a hold harmless agreement and provide the City with a certificate of insurance showing insurance written by a company licensed by the State of Wisconsin and covering any and all liability or obligations which may result from the applicant's employees, agents, contractors, or subcontractors. **The certificate shall name the City of Wausau as**

an additional insured. Proof of insurance, including coverage and exceptions, must be provided to the City prior to the event permit being issued.

Ordinances:

Sponsors, participants and organizers of special events must comply with all applicable state, federal and municipal regulations and ordinances.

Total Occupancy of City Lands and Facilities:

An event may be allowed to totally or partially occupy the following Parks: Oak Island, Athletic, Riverside, Boileau Field, Woodson, Yawkey, City Hall, White Water, Big Bull Falls, Stewart, Sylvan Hill, portions of the River Edge Parkway, Fern Island, Picnic Island and Brockmeyer Park and the 400 Block.

Other City lands and facilities: Third Street Pedestrian Mall (Washington to Grant Streets), Wausau Downtown Airport, County Parks located in the City limits and school properties located in the City limits and Specified Parade Routes.

Public Safety:

Event organizers are responsible for ensuring the safety of the participants in their event. Depending upon the size, location, and nature of the event, the City may require any or all of the following: Private security on site, police on site, metal detectors, first aid services, EMS on site, internal communication system, external communication system, public address system, night lighting, exit signage, emergency plan including evacuation plan, weather monitoring, fire extinguishers and/or fire protection systems.

Parking:

Adequate parking must be available to support the event without causing undue disruption of normal commercial or residential activities. Off-site parking combined with shuttle transportation may augment on-site parking. If your event has parking issues, please include a proposal to address those issues in the application under the “Event Issues and Challenges” section.

Commercial Sales:

Sales of food, beverages and merchandise are allowed during special events on public property under the following conditions:

- a. Food, beverage and merchandise sales must be secondary to the primary theme or activity of the event.
- b. Uninvited vendors are not allowed to vend at an event unless they have express written permission from the event organizer and proper permits from the Marathon County Health Department. Event organizers are responsible for obtaining registration information for all vendors participating in their event.
- c. Merchandise sold by vendors during an event shall be reviewed by and have approval of the event organizer.
- d. Event vendors are responsible for obtaining and displaying all appropriate sales permits, health/sanitation licenses, food and beverage and vending permits if required. All food & beverage vendors should complete the food & beverage worksheet.

Wine and/or Beer Sales:

Wine and Beer concessions are allowed under the conditions of City ordinance 5.64.150 as follows: A Temporary Class “B” / Class “B” Retailers License (picnic license) must be obtained. These are only eligible to churches, foundations or bona fide clubs in existence for at least six months. Licensed operators (bartenders) are required. A Retailer’s license application is required by state law to be on file with the City Clerk a minimum of 15 days prior to issuance and requires approval from the City Council. If you are planning to serve beer or wine at your event, contact the City Clerk to file a “Temporary Class B Retailers” application at least 30 to 45 days in advance of this event.

Enclosure Required—Picnic License.

- a. The license holder of a special Temporary Class “B” Retailers License (picnic license) shall cause to be installed around the main point of sale a fence or fences at least seven feet in height measured from ground level, or two fences at least four feet high and eight feet apart, in order to control ingress and egress of persons and consumption of fermented malt beverages; and shall station an adult at the entrance to the area for the purpose of

checking age identification. The herein described fence regulations shall not apply to a licensed area within an enclosed building.

- b. No fermented malt beverage shall be served to or consumed by anyone outside of the fenced-in area unless a waiver has been requested and granted pursuant to conditions described in WMC 5.64.150 on or before December 31, 2004, for certain described locations.
- c. All license holders issued a Temporary Class “B” Retailers License (picnic license) shall post in a conspicuous location at the main point of sale and at all entrances to the facility a sufficient number of signs disclosing that no fermented malt beverage shall be served to any underage person.
- d. A licensed operator (bartender) shall be stationed at all points of sale at all times. (Ord. 61-4591 §1, 1986.)

Bands, Public Address Systems and Entertainment:

If the event includes the use of public address systems, amplified music or live entertainment, this information must be detailed on the application when submitted. Event Organizers should contact neighboring residential properties within 200 feet of the event of noise issues as to the type of noise, the dates of the event, the expected times of when the noise will begin and conclude at least 15 days prior to the event.

If complaints are received, the Wausau Police Department shall require the event organizer to reduce the sound volume. If the organizer(s) fail to reduce the sound volume to an acceptable level, they shall be subject to a penalty as provided by the City noise ordinance.

Event organizers are responsible for contacting the Department of Inspections and Electrical Systems for any electrical assistance they may need for band equipment, amplifiers, stage lighting, temporary lighting, food and beverage vendors, etc. All vendors should complete a food & beverage stand registration worksheet. Questions regarding electrical use should be directed to 715-261-6780.

Accessibility:

Event organizers are responsible for ensuring their public event complies with the accessibility requirements of the Americans with Disabilities Act (ADA). Many events change the normal use patterns or exceed the normal design capacity of public facilities. Organizers are responsible for providing any additional facilities such as accessible parking, travel-ways, seating, restrooms, drinking water, etc., plus service and program access for individuals with physical, sight, speech, hearing and other impairments covered by the act. Organizers shall provide sufficient access for public safety vehicles.

Sanitation and Toilet Requirements:

Depending on the nature of the special event, organizers may be required to provide additional restroom and refuse facilities such as portable toilets, hand-washing stations, garbage cans, dumpsters, etc., if determined appropriate by the County Health Department and/or the city.

Street Closures:

If your event requires closure of a street, please detail such requests on the application. The Police Department and Public Works will review your application and determine whether to permit the closure. Please note that arterial streets, major collector streets, and bus routes may not be acceptable for closure.

By submitting the application, the applicant shall be responsible for contacting all people on the block; for verifying there are no objections to the street closing; for placing barricades and signs on the street as directed by City officials, removing them after the event; and for cleanup of all debris by 9:00 am., the morning after the event.

“Fire and EMS response apparatus require a minimum of 20-foot width clearance for vehicle access. All access lanes/roads must be kept clear to that width for emergency vehicles. Cul-de-sacs should have a minimum turning diameter of 70 feet, and other type turnarounds such as L-types, T-types, and Y-types should allow for fire apparatus with a wheelbase of 25 feet to turn around with no more than one (1) backing maneuver. Access into and around individual display booths, tents, facilities, restrooms, etc. must be maintained to the extent that personnel with ambulance cost, EMS equipment, and/or fire equipment can maneuver freely and quickly when responding to an emergency. Street barricades should be easily removable to admit emergency/police vehicles as necessary with minimal time delay.”

The City Department of Public Works shall supply necessary signs and barricades at specific locations on the boulevard on the day of the event and pick them up the next workday following the event.

Parades:

Parade organizers must apply for a special event permit from the City Clerk. The application must include details as to the exact parade route, the location of staging and demobilization areas, the times of the parade start and finish, the size of the parade including number of floats and an itinerary or schedule of times for each detail i.e. staging at location and time, parade on route at time, demobilization at location and time, etc. The City Clerk will determine the appropriate class category.

Parade organizers must submit a map of the parade route with their event application. All parades must be held on parade routes approved by the Traffic Lieutenant and Director of Public Works. Streets are normally closed for parades. The City will determine the number, type and location of barricades and/or traffic cones required.

The City shall be responsible for delivery and pick-up of the barricades or traffic cones. The City shall place the barricades or traffic cones at the appropriate time and shall remove them from the street when they are no longer needed. Non-City sponsored events will be billed for the cost of services provided.

Cancellation: Cancellation of any event, for any reason, shall result in charges for actual services provided, forfeiture of permit fees and any other forfeiture related to facility or equipment rentals.

Approval Process:

Event applications are reviewed by staff consisting of representatives from (any or all) the following entities: Parks Department, Police Department, Fire Department, Inspections/Electrical Department, Engineering Office, Department of Public Works, City Clerk, Mayor, and Marathon County Health Department. These Departments will review your application for compliance of areas under their expertise. Should a department have a concern with something in your application, they will contact you directly to provide assistance, information and education to resolve the issue. Once the event is reviewed, the city staff will make recommendations to the Public Health & Safety Committee who approves the event prior to issuance by the City Clerk. Please note the Public Health & Safety Committee only meets once per month. It is in your best interest to get your application filed well in advance of your event.

A listing of events shall be provided to the Council on a monthly basis; however, approval of the event is delegated by the Council to the Public Health & Safety Committee. Events denied shall receive a full refund of application fees less than 25% administrative processing fee.

CITY OF WAUSAU
CITY SERVICES INCLUDING EQUIPMENT USAGE AND 400 BLOCK RESERVATION / USE FEES
FEE DETERMINATION SCHEDULE

	ADMISSION/FREE EVENT OF LIMITED INTEREST not open to the General Public Sponsored and/or Organized by a Not-For-Profit Group, Club or Community Group	ADMISSION EVENT OF WIDE INTEREST Open to the General Public Sponsored and/or Organized by a Not-For-Profit Group, Club or Community Group	FREE EVENT OF WIDE INTEREST Open to the General Public Sponsored and/or Organized by a Not-For-Profit Group, Club or Community Group	Event is Sponsored and/or Organized by a Private Group	Event is Sponsored and/or Organized by a Commerical Enterprise
Example of an Event	Political Groups, Club Organizations such as model railroad or Ham Radio Operators	Blues Fest, Renaissance Festival, Log Jam	Weekly Concert Series on the Square, Fall Art Festival, Easter Egg Hunt, Kayak Races, Christmas Parade, Balloon Rally	Weddings, Company Picnics, Private Party	Circus, Auction, Sale
Primary Audience	Special Interest Group not representing the General Public	Wide interest by the General Public	Wide interest by the General Public	Invited guests	Fee Paying Audience, Special Interest Groups
Beneficiary of Fees or Commerical Venture	Admission fees/indirect revenues generated benefit the NFP group, or club	Admission fees generated benefit the NFP group, or club	Indirect revenues generated benefit the NFP group, or club	Private Group	Private organization or commerical enterprise
Role of the City	No Inkind Services	Inkind Services may apply	Inkind Services may apply	No Inkind Services	No Inkind Services
Park/Facility Rental	Fees as outlined per the fee schedule	Inkind Services determined through application process*	Inkind Services determined through application process*	Fees as outlined per the fee schedule	Fees as outlined per the fee schedule
Fees for Equipment Rental	Fees as outlined per the fee schedule	Inkind Services determined through application process*	Inkind Services determined through application process*	Fees as outlined per the fee schedule	Fees as outlined per the fee schedule
Fees for Park Service Staff	Hourly rates as provided on the attached schedule	Inkind Services determined through application process*	Inkind Services determined through application process*	Hourly rates as provided on the attached schedule	Hourly rates as provided on the attached schedule
Fees for Electrical Services	Hourly rates as provided on the attached schedule	Inkind Services determined through application process*	Inkind Services determined through application process*	Hourly rates as provided on the attached schedule	Hourly rates as provided on the attached schedule
Fees for Public Works Staff	Hourly rates as provided on the attached schedule	Inkind Services determined through application process*	Inkind Services determined through application process*	Hourly rates as provided on the attached schedule	Hourly rates as provided on the attached schedule

* Events receiving direct city funding, along with the Christmas, Labor Day, Memorial Day, and United Way Parade are exempt from application for inkind services not to exceed \$5,000.



SPECIAL EVENTS APPLICATION
(Submit this application to the City of Wausau Clerk's Office)

Class of Event: _	Class Fee	\$ _
Multiple Day _ Serial _		
Block Reservation Fee:	\$ _	
Estimated City Services Fee:	\$	_____

Event Name:	
Event Dates:	Time of Event:
Set Up Dates:	
Removal Dates:	
Event Location:	
Organizer:	
Contact Person:	
Address:	
Work Phone #:	Home/Cell Phone #:
Email Address:	

Describe Event: (include purpose, features, schedule, estimated attendance, number of floats if parade)

Event Location or Route, if parade (include map and timed itinerary of events including staging & demobilization times and locations)

Describe any event issues or challenges (such as parking) and your plan for addressing those issues.

Describe how you intend to use the proceeds (if any) from this event?

Describe how the event will be promoted or advertised?

EVENTS QUESTIONNAIRE

Please answer all questions:		YES	NO	Describe Specifically and completely (how many, what, where, why)	Are you expecting the City to provide this service? Please indicate who or what you expect.
1.	Is the event open to the general public? List your estimated attendance? *				
2.	Have you reserved or rented the event's location? Call the Clerk's Office @ 715-261-6620 for the 400 Block; Parks Dept @ 715-261-1550 for park facilities.				
3.	Will an admission or entry fee be charged? Will there be security for large cash collections?				
4.	Will there be wine or beer served?				
5.	If there will be wine/beer served, have you applied for and obtained a temporary liquor license with the City Clerk (261-6620) and arranged for licensed bartenders at the event?				
6.	If there will be wine/beer served, have you obtained and erected fencing to comply with the City's beer garden (enclosure) ordinance?				
7.	If you are <u>charging an admission</u> or if you are <u>serving alcohol</u> will you be prohibiting firearms and concealed weapons and post that fact? If not, what steps will you take to ensure the health, safety and welfare of those attending?				
8.	Are you planning to erect a stage(s)? If so, please list whether a canopy will be needed over the stage. City staging may not be available.				
9.	Are you planning to have tents or temporary structures for the event? (This would require passing a safety inspection by Fire and/or Inspection Dept staff 261-7900, 261-6780). Have all underground utilities been located prior to pounding stakes or fence posts into the ground? Call Parks Dept (261-1550 for public property or Digger's Hotline 1-800-242-8511 for private property at least 10 days prior to set up.)				
10.	Will there be food or beverage vending? Have vendors passed inspection, received approval and been permitted by the Marathon County Health Department? (261-1900)				
11.	Will there be other types of vending? Describe what and how many. Have you completed registration information to submit with the events application?				

*\$1.00 per ticket fee is charged per WMC.3.40.010 (adopted fee schedule). Following the event an online report will be required verifying the attendance and will include the fee.

Please answer all questions:		YES	NO	Describe specifically and completely (how many, what, where, why)	Are you expecting the City to provide this service? Please indicate who or what you expect.
12.	Will you need The 400 Block stage?				
13.	Will you use the planter electrical pedestals or need additional electrical panels?				
14.	Will vendors or anyone else need electricity at the event? Have each of the vendors completed the food & beverage work stand questionnaire for Electrical Inspectors to be submitted with your events application?				
15.	Have you provided sufficient restroom facilities or portable toilets for this event, in accordance with Health Department 715-261-1900 requirements?				
16.	Have you provided available drinking water?				
17.	Have you provided sufficient refuse collection bins and arranged for cleanup of the premises after the event in accordance with Health Department and City requirements?				
	a. Have you contracted with a company to provide garbage and recycling services?				
	b. How many of the following will you provide for the event (Please list): Garbage Containers? Recycling containers for glass, plastic and aluminum? Recycling containers for cardboard and paper?				
	c. Have arrangements been made to empty and/or collect garbage and recycling containers within 24 hours after the event?				
18.	Is there entertainment such as bands, amplifiers, circus, performances, etc.? Have the neighboring residences been notified in writing of the noise expectations of this event?				
	Will you need The 400 Block sound system?				
	Will you need The 400 Block light system?				
19.	Does your event occur at night or continue into evening (dark) hours? If so, what is your plan for lighting and security?				

Please answer all questions:		YES	NO	Describe specifically and completely (how many, what, where, why)	Are you expecting the City to provide this service? Please indicate who or what you expect.
20.	Will there be overnight camping at the event premises? If so, what is your plan for public health, lighting and security issues?				
21.	Will there be fireworks or pyrotechnics at this event? Have you obtained the necessary permits from Fire Inspectors 715-261-7900?				
22.	Is there an emergency plan in place for accidents, injuries, fires, severe weather, etc.?				
23.	Will this event involve amusement games and rides? Have you complied with the WI Administrative Code Chapter 34 with regard to amusement rides?				
24.	Will this event hold a raffle? Have you complied with the legal requirements in Wisconsin through the Dept of Administration? (608-270-2552)				
25.	Will this event require street closure? Have the neighbors been notified of the request to temporarily close the street and the times of the closure? Have you detailed the street closing plan on the events application to the City Clerk?				
26.	Have you obtained orange safety vests and provided training for route guides on runs/walks?				
27.	Will there be any traffic control, crossing assistance, security or parking issues due to this event? Have you consulted with the Police Dept 715-261-7800. (You must consult with and have approved through the Wausau Police Department, temporary traffic regulation needs and locations.)				
28.	Is closure and/or detouring needed for WIS 52 or Bus 51 in the city? WI DOT application required. Form: DT1479				
29.	Does this event need private shuttle transportation (buses)? Have you arranged for private service with drop-off and pickup points to this event?				
30.	Have you obtained and provided to the Clerk adequate liability insurance with the City of Wausau named as the additional insured?				
31.	Have you provided a complete time schedule and location itinerary of the parade staging & route?				
32.	Does this event need temporary bike racks? If so, how many and where?				

Please list all vendors participating in your event (you may attach additional pages if necessary)

Vendor Business Name:

Individual Contact Name:

Street Address, City, Zip:

Business and Home Phone #:

Type of Merchandise being sold:

(For food/beverage - submit food & beverage stand worksheet for each stand)

State of Wisconsin Seller's Permit (sales tax) #

Marathon County Health Department Permit (food / beverage products) #

Vendor Business Name:

Individual Contact Name:

Street Address, City, Zip:

Business and Home Phone #:

Type of Merchandise being sold:

(For food/beverage - submit food & beverage stand worksheet for each stand)

State of Wisconsin Seller's Permit (sales tax) #

Marathon County Health Department Permit (food / beverage products) #

Vendor Business Name:

Individual Contact Name:

Street Address, City, Zip:

Business and Home Phone #:

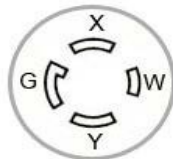
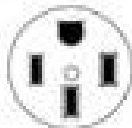
Type of Merchandise being sold:

(For food/beverage - submit food & beverage stand worksheet for each stand)

State of Wisconsin Seller's Permit (sales tax) #

Marathon County Health Department Permit (food / beverage products) #

Attention organizer: Please copy this page for additional vendor registrations.

Food and Beverage Stand Registration Worksheet		
Organization:		
Chairman / President:		
Contact Person:		
Address:		
Work Phone #	Home or Cell Phone #	
Describe Food(s) and/or Beverages you plan to sell:		
Describe Food Stand and <u>EXACT</u> Measurements (indicate if you will be using a wagon):		
Self-contained Wagon: (circle one if applies) 240V or 120V		
Describe <u>EXACT</u> Space Requirements:		
ELECTRICAL NEEDS: The Health Department requires you to have HOT WATER available. You may need to use an appliance to keep it heated.		
Vendor Electrical Request		
Require Less than 50 amps: Vendors requiring 50 AMPS or less will be cord and plug connected. Specify needs from available plug configurations listed below. Plug adapters are not provided.		
 NEMA 5-15R 15A 125V 5-15R/5-20R Number Requested_	 NEMA L14-30R 30 Amps 125 / 250 Volts L14-30 Maximum of One	
NEMA# 14-50R 50 Amp 1-120/240 VAC  14-50R Maximum of One	(800) 597-9311  50 Amp 125/250 Volt Locking Flush Mount Receptacle Non-NEMA Configuration www.ATIDistributors.com 50 AMP 125/250 Maximum of One	
Require more than 50 AMPS: Vendors requiring greater than 50 AMPS will be hard wired to an electrical distribution panel. Specify estimated total electrical requirements:		
AMPS	VOLTS	WIRE SIZE_
Note: Worn or defective equipment will not be connected.		

Note: Please contact the Marathon County Health Food Safety Program 715-261-1900 to discuss your food service plan prior to the event.

I agree to indemnify and save harmless the City of Wausau and Marathon County, and their employees, elected and appointed officials, and agents from any and all liability from claims of bodily injury, property damage, or any other nature whatsoever arising out of the use of Wausau or Marathon County properties, equipment, or services herein specified.

Signature of

Event Organizer: _

Date: _

***Attention Organizer:

If your organization receives funding through City's room tax appropriation process you must complete the attached budget statement or submit an itemized budget statement. Your proposed budget must be submitted with this application and your actual budget must be submitted within 90 days after the end of your event.

PH&S Approval: 10/19/2004 03/17/2025 *(If approved)*

Council Approval: 11/9/2004 03/28/2025 *(If approved)*

Application Revised: 10/25/2017 03/13/2025

RESOLUTION OF THE FINANCE COMMITTEE

Authorizing the modification of fees to the City of Wausau Fees and Licenses Schedule adopted pursuant to Wausau Municipal Code §3.40.010(a) (2025 Comprehensive Fee Schedule).

Committee Action: Approved 4-0

Fiscal Impact: The fiscal impact will depend on the amount of activity such as inspections permits

File Number: 24-1109

Date Introduced: November 12, 2024

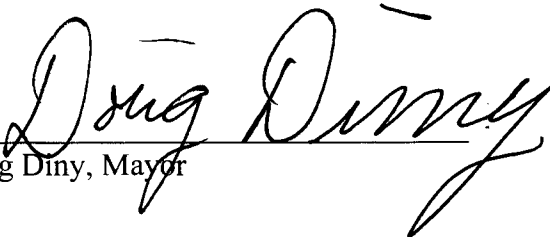
RESOLUTION

WHEREAS, the City of Wausau has adopted a comprehensive Fees and License Schedule at W.M.C. §3.40.010; and

WHEREAS, the Finance Committee has reviewed proposed changes to the schedule for the 2025 budget as set forth in the attached Exhibit and incorporate these as part of the City of Wausau Fees and Licenses Schedule.

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:



Doug Diny, Mayor

CITY OF WAUSAU			
2025			
COMPREHENSIVE FEE SCHEDULE			
FEE, LICENSE, PERMIT, CHARGES DESCRIPTION	STATUTE/ORDINANCE	2025 Rate	2024 Rate
400 Block Rental Fees***			
Private Event Sponsored by a Private Group:			
Less than four hours per day		\$350.00	\$350.00
Greater than four hours per day		\$700.00	\$700.00
Admission Event:			
Less than four hours per day		\$400.00	\$400.00
Greater than four hours per day		\$800.00	\$800.00
Free Event Open to the Public			
Less than four hours per day		\$81.00	\$81.00
Greater than four hours per day		\$163.00	\$163.00
Sound and Lighting System (400 Block)		\$165.00	\$165.00
DEPARTMENT: POLICE			
Open Records			
Postage, use actual for large envelopes		Actual Cost	Actual Cost
CD/DVD copies		\$5.00	\$5.00
False Alarms			
first 1 in rolling year		No charge	No charge
2nd in rolling year		\$75.00	No charge
3-4 alarms in rolling year		\$100.00	\$60.00
5-8 alarms in rolling year		\$200.00	\$115.00
9 & subsequent in rolling year		\$300.00	\$225.00
Vehicle Lock Out Service		\$40.00	\$0.00
Ticketed Special Event Public Safety Fee (Per Ticket Sold)		\$1.00	\$0.00
Police Services per hour		\$88.00	\$80.00

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

ORDINANCE OF INFRASTRUCTURE AND FACILITIES COMMITTEE			
Amending Section 10.40.050 Rules of the road to allow bicycles on the street and sidewalk on Randolph Street and Burek Avenue.			
Committee Action:	Approved 5-0	Ordinance Number:	61-5984
Fiscal Impact:	None		
File Number:	82-1252	Date Introduced:	March 25, 2025

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> ☐		

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

Add ()
Delete ()

Section 1. That Section 10.40.050 Rules of the road, is hereby amended to read as follows:

10.40.050 Rules of the road.

....

(d) Bicycles shall be permitted on the sidewalks in the following location:

....

(3) East Randolph Street, at the beginning of the curb radii, of the East Randolph Street terminus, to approximately 350 feet east onto Burek Avenue

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

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

Adopted:
Approved:
Published:
Attest:

Approved:

Doug Diny, Mayor

Attest:

Kaitlyn A Bernarde, Clerk

INFRASTRUCTURE AND FACILITIES COMMITTEE

Date of Meeting: March 13, 2025, at 5:15 p.m. in the Council Chambers of City Hall.

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

Also Present: Eric Lindman, Allen Wesolowski, TJ Niksich, Jillian Kurtzhals, Dustin Kraege, Lori Wunsch

Discussion and possible action on bicycle use on sidewalk on Randolph Street and Burek Avenue

A map was provided with the proposal that would allow bicycles to use the sidewalk when rounding the corner going from Randolph to Burek as proposed in the Safe Routes to School Plan. For the most part, this proposal would use existing infrastructure except for westbound bikers. It is proposed to add a 12' wide driveway style ramp for bikes to get on the sidewalk. They would enter back onto the road using the parking lot driveway ramp.

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

***STAFF REPORT TO INFRASTRUCTURE & FACILITIES
COMMITTEE – March 13, 2025***

AGENDA ITEM
Discussion and possible action on bicycle use on sidewalk on Randolph Street and Burek Avenue
BACKGROUND
Randolph Street will be reconstructed in the summer of 2025 and will be incorporating several recommendations from the Safe Routes to School Plan. A recommendation being considered is adding signage and a 12 ft. wide ramp to allow bicyclists to use the sidewalk while going around the curve where Randolph St. transitions to Burek Ave. This proposal would allow South/West bound bicyclists to enter onto the sidewalk at the drive apron for the Schofield Park Parking Lot and exit back onto the road at a newly constructed ramp. North/East bound bicyclists would enter onto the sidewalk at an existing driveway apron and exit back onto the roadway at the pedestrian crossing for the Schofield Park Parking Lot. See attached map for locations and sign placement.
FISCAL IMPACT
Approximately \$750 for ramp construction and signage.
STAFF RECOMMENDATION
Staff recommends allowing bicycle use on the sidewalk.
Staff contact: TJ Niksich 715-261-6748

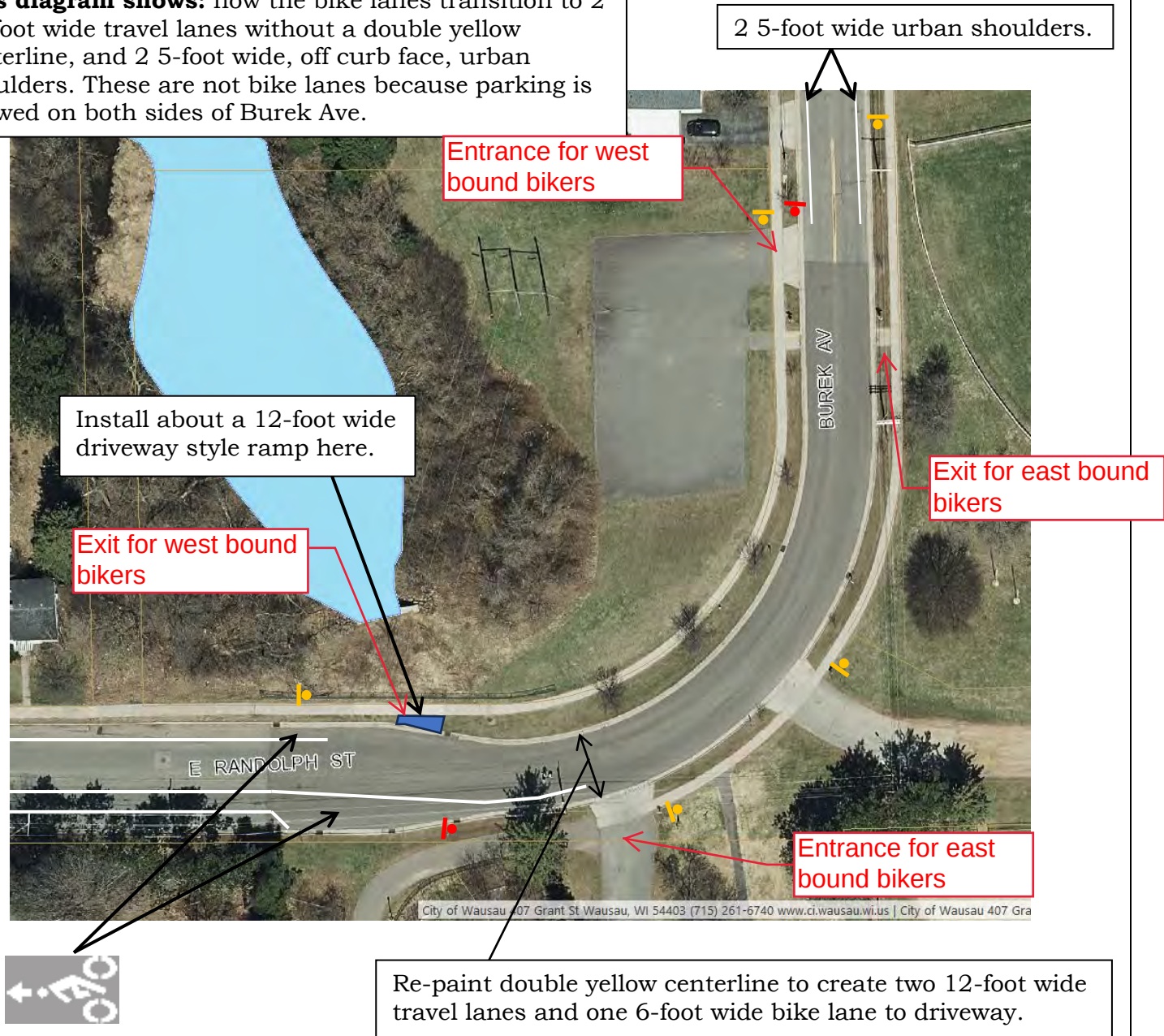
Bicycle Accommodations on Randolph St and various collector roads

Shared Sidewalks on Randolph St

As a **short-term** fix, this recommendation is to allow bicyclists on sidewalks. Signs to be installed on sidewalks () that alert pedestrians that bicyclists may use sidewalk. Signs to be installed on the roads () to tell bicyclists that they may use the sidewalk.

A **long-term** fix is possibly adding a 12-foot wide shared use path on the north side of Randolph St to replace the sidewalk from Cherry St east through the curve, and north along Burek Ave to the park driveway on the west side of Burek Ave.

This diagram shows: how the bike lanes transition to 2 10-foot wide travel lanes without a double yellow centerline, and 2 5-foot wide, off curb face, urban shoulders. These are not bike lanes because parking is allowed on both sides of Burek Ave.



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

RESOLUTION OF THE FINANCE COMMITTEE

Amending the Procurement Policy.

Committee Action: Approved 5-0

Fiscal Impact: None

File Number: 99-1104

Date Introduced: March 25, 2025

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, your Finance Committee, at their February 25, 2025, meeting, considered and recommends the attached revision to the Procurement Policy; and

NOW THEREFORE, BE IT RESOLVED by the Common Council of the City of Wausau that the Procurement Policy which is attached hereto and incorporated herein by reference is hereby adopted as the Procurement Policy of the City of Wausau and that its administration and enforcement shall be done under the direction of the mayor and department heads.

Approved:

Doug Diny, Mayor

CITY OF WAUSAU, WISCONSIN

PROCUREMENT POLICY

POLICY OBJECTIVE

The City of Wausau has adopted this procurement policy in order to provide City employees with uniform guidance in the purchase of supplies, equipment, services and property. The controls and procedures set forth are intended to provide reasonable assurance that the lowest cost, highest quality good or service is obtained, while balancing the need for flexibility and efficiency in departmental operations.

COVERAGE

This policy applies to the purchases of all departments and divisions of the City of Wausau. The provisions of Wisconsin Statutes s 62.15 and Wausau Municipal Code 12.08 apply to the procurement of public construction and take precedence over any portion of this policy that may conflict with that statute. Procurement activities for MetroRide are subject to the provisions of the Federal Transit Administration and take precedence over any portion of this policy which may conflict with their guidelines. More restrictive procurement procedures required by grants, aids, statutes or other external requirements or funding sources will take precedence.

GOALS

1. To encourage open and free competition to the greatest extent possible.
2. To receive maximum value and benefits for each public dollar spent.
3. To ensure that all purchases are made in compliance with federal, state and local laws.
4. To prevent potential waste, fraud, abuse and conflicts of interest in the procurement process.
5. To assure proper approvals are secured prior to the purchase and disbursement of public funds.

ETHICAL STANDARDS

1. All procurement shall comply with applicable federal, state and local laws, regulations, policies and procedures. Municipal Code 2.03 Code of Ethics for Public Officials and Employees provides general ethical standards and conduct expectations.
2. In general, employees are not to engage in any procurement related activities that would actually or potentially create a conflict of interest, or which might reasonably be expected to contribute to the appearance of such a conflict.
3. No employee shall participate in the selection, award or administration of a contract if a conflict of interest would be involved. Such a conflict would arise when the employee, any member of his immediate family, business partner or any organization that employs, or is about to employ, any of the above, has a financial interest or other interest in the firm selected for award.
4. To promote free and open competition, technical specifications shall be prepared to meet the minimum legitimate need of the City and to the extent possible, will not exclude or discriminate against any qualified contractors.
5. No employee shall solicit or accept favors, gratuities, or gifts of monetary value from actual or potential contractors or subcontractors.
6. Employees must maintain strict confidentiality in the procurement process and shall not impart privileged information to any contractors that would give them advantage over other potential contractors.

7. Personal purchases for employees by the City are prohibited. City employees are also prohibited from using the City's name or the employee's position to obtain special consideration in personal purchases. Employee purchase programs may be established with vendors with prior approval from the Mayor, provided that the vendor provides similar programs to employees of other private entities.

GENERAL GUIDELINES

These general guidelines shall be adhered to as closely as possible by all departments in the procurement of goods and services.

1. Procurements are classified into the following two major categories:
 - Purchasing Goods is defined as equipment, furnishings, supplies, materials and vehicles or other rolling stock. The rental, leasing of these items is also considered to fall within this category and the cost shall be determined by considering the maximum total expenditure over the term of the agreement.
 - Purchase of Services is classified into additional categories of professional services, contractor services, construction services and combined goods and service contracts.
2. Buy Local - It is the desire of the City to purchase locally when possible. This can be accomplished by ensuring that local vendors who have goods or services available are included in the competitive solicitation process that will precede major purchases. It is also the desire of the City to purchase from disadvantaged enterprise businesses whenever possible as defined by Wisconsin Statute 84.06(1).
3. Cooperative Procurement Programs – Departments are encouraged to use cooperative purchasing programs sponsored by the State of Wisconsin or other jurisdictions. Purchases of goods and services secured through these programs are considered to have met the requirements of competitive procurement outlined in this policy. Additionally, if identical products can be obtained at a lower price than current cooperative purchasing contracts, no additional quotes are required.
4. Purchasing Oversight – Department heads have the responsibility for procurement issues in their individual departments. A department head is defined as the City employee having responsibility for the department on behalf of which moneys were appropriated in the City budget for purchases.
5. Emergencies – When an emergency situation does not permit the use of the competitive process outlined in the policy, the applicable department head, Finance Director and Mayor may determine the procurement methodology most appropriate to the situation. Appropriate documentation of the basis for the emergency should be maintained and filed with the City Clerk. All emergency purchases exceeding \$50,000 shall require the Department Head to provide written notice to the Common Council.
6. Identical Quotes or Bids – If two or more qualified bids/quotes are for the same total amount or unit price, and quality or service is considered equal the contract shall be awarded to the local bidder. Where this is not practical the contract will be awarded by drawing lots in public.
7. Serial Contracting – No contract or purchase shall be subdivided to avoid the requirements of this policy. Serial contracting is the practice of issuing multiple purchase order to the same vendor for the same good or service in any 90 day period in order to avoid the requirements of the procurement policy.
8. Purchase Orders and Purchase Order Cover Sheet – Shall be issued for all purchases of goods and services in excess of \$ \$10,000.
9. Policy Review – This policy will be reviewed by the Finance Committee every two years or sooner at the discretion of the Common Council.
10. Protest Procedures – Any interested party who wishes to protest at any point in the procurement process, evaluation, award, or post-award, may do so. An “interested party” must, however, be an actual or prospective bidder or offeror whose direct economic interest would be affected by the award of the contract

or by failure to award the contract. Protests must be submitted timely, in writing to the City Clerk, 407 Grant Street, Wausau WI 54403 but no later than five (5) working days following the City's procurement decision. The protest must contain a detailed statement of the grounds for the protest and any supporting documentation. Upon the receipt of the written protest, the City Clerk will notify the City Attorney and Finance Director who will work to resolve the matter within five (5) working days. If the protester is not satisfied and indicates the intention to appeal to the next step the award will be temporarily suspended unless it is determined that: 1) the item to be procured is urgently required; 2) delivery or performance will be unduly delayed by failure to make the award promptly; 3) Failure to make the prompt award will otherwise cause harm to the City; or 4) The protest has no merit. If the protester wishes to appeal the decision of the City Attorney and Finance Director the matter will be forwarded to the City of Wausau Finance Committee and the Common Council for the ultimate local disposition.

PURCHASE OF GOODS

1. Purchase of Goods under \$10,000 – may be made based on the best judgment of the department head or division director. However, it is recommended that competitive quotes be obtained. Specific procurement documentation is not required.
2. Purchase of Goods \$10,000 to \$25,000 – requires department head approval PRIOR to placing the order and the issuance of a purchase order. The cost of the purchase must have been included within the approved department budget. The department **MUST** obtain (3) three written quotations, if possible. Quote summary, request for quote documentation and written quotes must be submitted to the Finance Department with the purchase order request. Purchase orders will not be processed without the proper documentation.
3. Purchase of Goods in excess of \$25,000 – a formal bid process is required.
 - a. Requests for such bids shall be formally noticed. All notices and solicitations of bids shall state the time and place of the bid opening.
 - b. All bids shall be submitted sealed to the City Official designated in the bid packet and shall have the bid name and date identified on the envelope.
 - c. All sealed bids shall be opened and recorded by the Board of Public Works. The department head shall be responsible for the preparation of all plans, bid specifications, notices and advertising. Prequalification of bidders may be done at the discretion of the department head. A tabulation of bids received shall be available for public inspection. The Board of Public Works shall have the authority to award the contract when the costs of the purchase have been included within the approved City budget. Purchases that do not meet this criteria and are not otherwise authorized by law, rule or regulation, shall be authorized separately by the Common Council. All bid documentation shall be placed on file with the City Clerk.
 - d. In general, the contract shall be awarded to the lowest priced responsible bid, taking into consideration the following factors: the qualities of the goods supplied, conformity with specifications, product compatibility, maintenance costs, vendor support and delivery terms. Written documentation or explanation shall be required if the contract is awarded to other than the lowest responsible bidder. This documentation will include a justification as to why it was in the City's best interest to award the contract to other than the lowest responsible bidder.
4. Commodities \$10,000-\$50,000 – commodities subject volatile pricing such as fuel may through via written quotes. These purchases require department head approval prior to placing the order and the issuance of a purchase order. The cost of the purchase must have been included within the approved department budget. The department must obtain (3) written quotations, if possible. Quote summary, written quotes and any other available documentation must be submitted to the Finance Department with the purchase order request.
5. The department head shall administer the purchase.
6. The following items must be purchased using a centralized purchasing process:
 - a. Copiers - coordinated by the CCITC.
 - b. Computer hardware/software - coordinated by CCITC.
 - c. Cellular telephone, telephones, security cameras and similar communication and technology equipment – coordinated by CCITC.
 - d. Furniture – coordinated by Department of Public Works.

- e. Office Supplies – coordinated by the Finance Department.
- f. Janitorial Services – coordinated by Department of Public Works.
- g. Vehicles and other rolling Stock – coordinated by Department of Public Works.
- h. Facility Maintenance, Repair and Improvement – coordinated by Department of Public Works.

PURCHASE OF SERVICES

Whenever practical the purchase of services should be conducted based upon a competitive process:

- Contractor services is defined as the furnishing of labor, time or effort by a contractor, usually not involving the delivery of specific goods or products other than those that are the end result of and incidental to the required performance. Examples of contractor service include: refuse and recycling collection, snow removal, EMS billing services, janitorial, elevator maintenance, mailing, or delivery services. Contractor services shall follow the competitive procurement policy for the Purchase of Goods subject to the same spending guidelines. The cost shall be determined by considering the maximum total expenditure over the term of the contract.
- Construction services is defined as substantial repair, remodeling, enhancement construction or other changes to any City owned land, building or infrastructure. Procedures found with in State of Wisconsin Statute 62.15 and Wausau Municipal Code 12.08 shall take precedence. In absence of guidance in these areas, construction services shall follow the competitive procurement policy for the Purchase of Goods subject to the same spending guidelines.
- Combined Goods and Services in situations where the purchase combines goods and services (exclusive of construction and contractor services), such as many technology projects, the purchase shall be treated as a purchase of professional services.
- Professional services is defined as consulting and expert services provided by a company, organization or individual. Examples of professional services include: attorneys, certified public accountants, appraiser, financial and economic advisors, engineers, architect, planning and design. Professional services are generally measured by the professional competence and expertise of the provider rather than cost alone.

1. Request for Proposal Required

- a) If it is estimated that the service being solicited has a total cost of over \$25,000 a formal Request for Proposal shall be used to solicit vendor responses. The department head shall be responsible for the preparation of all Requests for Proposal specifications, notices and advertising. Prequalification of proposers may be done at the discretion of the department head.
- b) The Purpose of an RFP is to solicit proposals with specific information on the proposer and the service offered which will allow the City to select the best proposal. The best proposal is not necessarily the proposal with the lowest cost.
- c) Based upon the services or project and the magnitude of the outcome a selection committee may be advisable.
- d) Requests for proposals shall be formally noticed. All notices and solicitations of proposals shall state the time and place of the proposal opening.
- e) Information to be requested of the proposer should include: Years of experience in the area desired services, financial strength of the company, examples of similar services/projects completed, resumes of staff associated with the project/service, list of references, insurance information, In addition the proposal should provide information about the City, scope of services requested and desired outcomes or deliverables. The proposal should also identify evaluation factors and relative importance.
- f) Establish selection criteria and include this information with the RFP. It is generally advisable to establish a numeric ranking matrix. This reduces the subjective nature of the rating process.

- g) Proposals should be solicited from an adequate number of qualified sources. Requests for proposal should be formally noticed. All notices and solicitations should provide the issue date, response due date, date and time of opening responses and a contact person.
- h) Proposals shall be opened and recorded by the Board of Public Works. A tabulation of proposals received shall be available for public inspection. All proposal documentation shall be placed on file with the City Clerk. The Department Head and selection committee (if applicable) will then review the proposals and make a selection.

2. Attorney Professional Services.

- a) The City Attorney shall hire and manage all outside legal counsel engaged to represent and/or advise the city regarding all matters of any character, in which the city is interested, before any court or tribunal.
- b) The City may enter into negotiated contracts without a competitive selection process for the procurement of services if the services are for professional services to be provided by attorneys who charge on an hourly basis, or who are designated by the city's liability insurance carriers. When retention of legal services to perform ongoing services in one type of matter, such as bond counsel or prosecution services, is required, the procurement policy, for professional services shall be followed. The City Attorney shall have authority to sign engagement letters on behalf of the City.
- c) The invoices of Counsel designated or engaged by the City's insurance carriers shall be monitored by the City Attorney and paid by the City up to the City's self-insured retention level for that matter, without further approval from the Finance Committee or Common Council. In all other matters, where the aggregate legal fees for any one matter, regardless of the time period during which work was performed, exceed \$50,000, the City Attorney shall inform the Common Council of the status of the matter and the amount of fees incurred to date.
- d) Billing Frequency and Format
 - i) Time Changes. Actual time should be billed in one-tenth (.10) hour increments.
 - ii) Billing Frequency. Invoices for legal services or expense shall be invoiced every 30 days from the date of initial suit assignment and monthly thereafter.

In any event, invoices submitted more than 60 days after the last date of legal services will require explanation of the billing delay to the City Attorney.

Invoices submitted more than one (1) year after the last date of legal services or expense will be rejected.

- Service contracts or agreements should be reviewed by the City Attorney and placed on file with the City Clerk.

SOLE SOURCE

Sole source purchasing allows for the procurement of goods and services from a single source without soliciting quotes or bids from multiple sources. Sole source procurement cannot be used to avoid competition, rather it is used in certain situations when it can be documented that a vendor or contractor holds a unique set of skills or expertise, that the services are highly specialized or unique in character or when alternate products are unavailable or unsuitable from any other source. Sole source purchasing should be avoided unless it is clearly necessary and justifiable. The justification must withstand public and legislative scrutiny. In advance of the purchase, the Department Head is responsible for providing written documentation justifying the valid reason to purchase from one source or that only one source is available. Sole source purchasing criteria include: urgency due to public safety, serious injury financial or other, other unusual and compelling reasons, goods or service is available from only one source and no other good or service will satisfy the City's requirements, lack of acceptable bids or quotes, an alternate product or manufacturer would not be compatible with current products resulting in additional operating or maintenance costs, standardization

of a specific product or manufacturer will result in a more efficient or economical operation, aesthetic purposes or compatibility is an overriding consideration, the purchase is from another governmental body, continuity achieved in a phased project, the supplier or service demonstrates a unique capability not found elsewhere, economical to the city on the basis of time and money of proposal development.

1. Sole source purchase under \$ \$10,000 shall be evaluated and determined by the Department Head. No written documentation required.
2. Sole source purchase of \$10,000 to \$25,000 a formal written justification shall be forwarded to the Finance Director in advance of the purchase, who will concur with the sole source or assist in locating additional competitive sources.
3. Except for the purchases related to the Water and Sewer Utility, sole source purchase exceeding \$25,000 must be approved by the Finance Committee.
4. Sole source purchases related to the Water and Sewer Utility exceeding \$25,000 must be approved by the Wausau Waterworks Commission.

Sole Source Exemptions: The following purchases are exempt from competitive purchasing requirements and sole source documentation:

1. Software maintenance and support services when procured from the proprietary owner of the software.
2. Original equipment manufacturer maintenance service contracts, and parts purchases when procured directly from the original manufacturer/authorized dealer or representative.
3. Insurance policy purchases and services through CVMIC and TMIC of Wisconsin
4. Utility Services and Charges.
5. Marathon County Landfill
6. Services and products purchased from CCITC

BUDGET

All purchases shall be made in accordance with the budget approved by the Common Council. The department head has the responsibility for managing departmental spending to ensure the line item budget is not overspent and for initiating Transfer of Funds Requests when appropriate.

CONTRACT AUTHORIZATION

The Mayor is authorized to enter into contracts on behalf of the City of Wausau without additional council approval if the contracts meet the following criteria:

1. Purchase of Goods – The City may purchase equipment, furnishings, goods, supplies materials and rolling stock when the costs of the same have been included in the approved City Budget.
2. Purchase of Services – The City may contract for the purchase of services without Council resolution when the following conditions have been met:
 - a) The funds for services are included in the approved City budget.
 - b) The procurement for services complies with the procurement policy.
 - c) The City Attorney has reviewed and approved the form of the contract.
 - d) The contract complies with other laws, resolutions and ordinances.
 - e) The contract term meets one of the following criteria:
 1. The contract is for a period of one year or less, or
 2. The contract is ~~for a specific project~~ is awarded by the Board of Public Works, or
 3. The contract is for a period of not more than three years and the annual average cost of the services does not exceed \$25,000.
3. The following contracts require council approval:
 - (a) Collective Bargaining Agreements – Any contract between the City of Wausau and any collective bargaining unit representing City employees.
 - (b) Real Estate Purchases – Contracts for the sale or purchase of real estate where the City of Wausau is the proposed seller or purchaser. Council approval is **not** required for commencement of foreclosure action to collect a loan or other debt owed to the City when

the debtor has failed to cure any default in payment of the loan or other obligation.

- (c) Leases – Contracts for lease of real estate where the City is either a proposed landlord or a proposed tenant exclusive of airport hangar, parking stall rentals and short term park facilities rentals.
- (d) Easements and Land Use Restrictions – Contracts for easements, restrictive covenants or other limitations which may be placed upon the use of any City-owned property.
- (e) Intergovernmental Contracts in excess of ~~\$5,000~~\$10,000 – Contracts between the City of Wausau and other local, state or federal governments or agencies except, cooperative purchasing agreements.
- (f) Development Agreements – Contracts for the provision of infrastructure, financial assistance or other incentives by the City for the benefit of a developer or business venture.
- (g) City Services – Contracts whereby the City of Wausau agrees to provide services to another party.
- (h) Managed competition, outsourcing contracts – Contracts for labor or personal services to be performed by persons who are not city employees for work that has been performed by city employees within the past five (5) years and the contract will result in the elimination of positions and the layoff of personnel.

4. The common council delegates contract approval to the department level for the following:

- (a) Community Development Housing and Commercial Development Loans and Grants issued from grants and related program income.

Contracts shall be signed by the Mayor and counter-signed by the City Clerk, ~~City Finance Director and City Attorney~~. The City Finance Director shall certify that funds have been provided by the Council to pay the liability that may be incurred under the contract. The City Attorney shall approve the contract as to form and the City Clerk shall attest to the Mayor's signature. Contract change orders may be signed by the Board of Public Works as long as the change order does not materially change the work performed and funds are available within the budget. Purchase ~~contracts~~ for goods or services valued at \$10,000 or less with a purchase order, may be signed by individual department directors as long as the purchase is provided in the budget.

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FINANCE COMMITTEE

Date and Time: Tuesday, March 11, 2025, at 5:15 p.m., Council Chambers

Finance Committee Members Present: Michael Martens (C), Gary Gisselman (VC), Becky McElhaney (arrived at 5:19 p.m.), Chad Henke, Vicki Tierney

Economic Development Committee Members: Carol Lukens (C), Chad Henke (VC), Gary Gisselman, Terry Kilian, Vicki Tierney

Others Present: Eric Lindman, Matthew Barnes, Melinda Pauls, Randy Fifrick

Noting the presence of a quorum Chairperson Martens called the meeting to order at 5:17 p.m.

Discussion and possible action regarding procurement policy.

Without objection, public comment provided.

1. Paula Meadows, 1302 Madison Street – Spoke on the policy.

Motion by Tierney, seconded by Henke, to approve. Motion carried 5-0.

CITY OF WAUSAU PROCUREMENT MATRIX

PURCHASE OF GOODS	PURCHASE OF CONTRACTOR SERVICES	PURCHASE OF CONSTRUCTION SERVICES	PURCHASE OF COMBINED GOODS AND SERVICES	PURCHASE OF PROFESSIONAL SERVICES
Examples include: Equipment, supplies, construction materials, rolling stock, furniture and fuel.	Furnishing labor, time and effort by a contractor usually not involving the delivery of specific goods. Examples include: Refuse and recycling collection, snow removal services, janitorial services, elevator maintenance, delivery services.	Substantial repair, remodeling, enhancement construction or other changes to any City owned land, building, or infrastructure. Examples include: Door replacement, roof replacement, office remodeling, bathroom addition. Procedures in Wisconsin Statute 62.15 and Wausau Municipal Code 12.08 Shall Take Precedence.	Purchase combines goods and services (exclusive of construction/contractor services). Technology Projects, EMS Billing Services, Parking Ramp Revenue System, Parking Enforcement Services, Vehicle Repairs and Maintenance.	Consulting and expert services provided by a company, organization or individual. Examples include: Attorneys, CPAs, Appraisers, Financial and Economic Advisors, Engineers, Architects, Planning and Design. Services measured by professional competence and expertise.

PURCHASES GREATER THAN \$10,000 REQUIRE PURCHASE ORDER AND PURCHASE ORDER COVERSHEET

Goods or Service \$10,000 or less - may be made based upon the best judgement of the department head or division director. However it is recommended that competitive quotes be obtained. Specific procurement documentation is not required. No purchase order is necessary!

Goods or Service \$10,000 to \$25,000 - Requires prior department head approval. The cost of the purchase must be included within the approved department budget. The department must obtain 3 written quotes. Quote summary, and written quotes must accompany purchase order request and submitted to the Finance Department.

Goods or Service in Excess of \$25,000 - Requires a formal bid process.

- Requests for bids shall be formally noticed.
- Notices of bids shall state time and place of the bid opening.
- Bids must be submitted sealed in an identifiable bid packet and contain the bid name and date on the envelope.
- The Department Head is responsible for the preparation of plans, specifications, notices or advertising. Prequalifications of bidders may be done at the discretion of the department head.
- Sealed bids shall be opened, recorded and tabulated by the Board of Public Works.
- Bids and tabulations must be available for public inspection and placed on file with the City Clerk.
- The Board of Public Works shall have the authority to award the contract whent he costs of the purchase have been included within the budget. Purchases that do not meet this criteria and are not otherwise authorized by law, rule, regulation or this policy shall be separately authorized by the Common Council.

Commodities Subject to Volatile Pricing Such as Fuel \$10,000 to \$50,000 - Requires written quotes. Requires prior department head approval and the issuance of a purchase order. The cost of the purchase must be included within the approved department budget. The department must obtain 3 written quotes. Quote summary, and written quotes must accompany purchase order request and submitted to the Finance Department.

Goods or Service Requiring Centralized Purchasing - Copiers, Computer Hardware and Software, Cellular Phones, Internet Services, Legal Services, Telephones, Security Cameras, Furniture, Office Supplies, Janitorial Services, Plowing Services, Vehicles and Other Rolling Stock, Facility Maintenance.

Goods or Service Under \$25,000 - may be made based upon the best judgement of the department head or division director. However it is recommended that competitive quotes be obtained. Specific procurement documentation is not required.

Services Greater than \$25,000 a Formal Request For Proposal Process is Required.

- Department Head is responsible for the preparation of the development of specifications, notices and advertising.
- The Request for proposal should be developed to evaluate the expertise and experience and quality of the proposer and services offered.
- Establish selection criteria and selection committee is advisable. Publish the numeric ranking matrix in the proposal. This process reduces the subjective nature of the selection process.
- Proposals should be solicited from an adequated number of qualified sources. Proposals shall be opened, recorded and tabulated by the Board of Public Works.
- Proposals and tabulations must be available for public inspection and placed on file with the City Clerk.

EXEMPT FROM COMPETITIVE PURCHASING AND SOLE SOURCE DOCUMENTATION

- Insurance products and services from CVMIC and TMIC.
- Purchase of software maintenance and support service when procured from the proprietary owner of the software.
- Original equipment manufacturer maintenance service contracts and parts purchases when procured directly from the original manufacturer or authorized dealer or representative.

Department heads and managers are not authorized to sign contracts unless they are \$10,000 or less and are budgeted. Contracts shall be signed by the Mayor, counter-signed by the City Clerk, Finance Director and City Attorney.

Office of the City Attorney

TEL: (715) 261-6590

FAX: (715) 261-6808



Anne L. Jacobson
City Attorney

TO: Mayor Doug Diny

Common Council Members

FROM: Anne Jacobson, City Attorney

RE: Procurement Policy Amendment

DATE: March 21, 2025

Purpose

Recommend approval of proposed amendments to Procurement Policy.

Background

In 2024, staff-proposed amendments were introduced to the Finance Committee. Staff has been working on this policy since that time.

On March 11, 2025, the Finance Committee recommended approval of the amendments now proposed to the Procurement Policy.

Current Amendments

- Clarifies that the City may contract for the purchase of services without Council resolution when the contract is *awarded by the Board of Public Works*
- Raises the amount for Intergovernmental Contracts requiring Council approval from in excess of \$5,000 to \$10,000
- Clarifies that contracts shall be signed by the Mayor and counter-signed by the City Clerk, City Finance Director and City Attorney
 1. The City Clerk attests to the Mayor's signature
 2. The City Finance Director certifies that funds have been provided by the Council to pay the liability that may be incurred under the contract
 3. The City Attorney shall approve the contract as to form

- Clarifies that purchases of goods or services valued at \$10,000 or less, may be made by individual department directors, with a *signed purchase order* (as opposed to a contract) as long as the purchase is provided in the budget

Applicable Law

Wis. Stats. §62.09(10)(f) states that the comptroller shall countersign all contracts with the city if the necessary funds have been provided to pay the liability that may be incurred thereunder, and no contract shall be valid until so countersigned.

Wis. Stats. §62.15(12) requires that all *public works contracts* shall be signed by the mayor and clerk, and approved as to form by the city attorney. No contract shall be executed on the part of the city until the comptroller shall have countersigned the same and made an endorsement thereon showing that sufficient funds are in the treasury to meet the expense thereof, or that provision has been made to pay the liability that will accrue thereunder.

Finally, contract authority of a municipality is vested in its governing body and only the governing body or an officer of employee authorized by it to enter into a contract on behalf of the municipality, may enter into a contract binding the municipality. Accordingly, a municipal official or employee cannot bind a municipality to an agreement or other contract without the express authorization of the municipal governing body.

Past Practice

The procurement policy, as written, was not clear about its references to *public works contracts*, as opposed to all other contracts to which the City is a party.

In fact, staff has always adhered to the policy as it applies to public works contracts approved by the Board of Public Works.

Some confusion arose as to what kind of review other contracts were receiving. I have always approved public works contracts as to form, but felt the policy needed to be clarified to set clear expectations.

Current Practice

The Mayor has requested that I review any document he provides to me before he signs it, and approve as to form. The phrase “approved as to form” has a meaning distinct from reviewing a contract as to substance, or negotiating its substantive terms for presentation to the organizational client. This means the contract meets all the legal requirements.

Other staff variously request a “review” of the contractual terms, which provides a much more thorough legal review, and advice as to recommended changes, deletions, additions. Sometimes, I respond only to the internal “client,” and other times, the staff person will put me in touch with the other party’s legal counsel, with whom I can negotiate. This is a much

more robust process and includes review of the method of procurement, execution of the contract, and referral to a committee and/or Council. It may involve consultation with the City's insurer as to adequate insurance and indemnification requirements.

Recommendation

I recommend adoption of the proposed amendments. With the clarifications, the policy confirms that appropriate staff has always followed the requirements of the statutory law as to signatures on public works contracts. I am asked to review other types of contracts directly by staff, as to form, and/or substance, which I will continue to do.

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

RESOLUTION OF THE FINANCE COMMITTEE

Approving 2025 Budget Change of Purpose and Budget Modification for Funding 2025 Street Improvement Projects Tax Increment District 3.

Committee Action: Approved 5-0

Fiscal Impact: \$1,196,761.80

File Number: 24-1109C

Date Introduced: March 25, 2025

FISCAL IMPACT SUMMARY

COSTS	<i>Budget Neutral</i>	Yes ☒ No ☐	Move of expenses from Water and Sewer to TID 3
	<i>Included in Budget:</i>	Yes ☒ No ☐	<i>Budget Source: TID 3, Water and Sewer Funds</i>
	<i>One-time Costs:</i>	Yes ☒ No ☐	<i>Amount: \$1,196,761.80 move from Water and Sewer</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 2025 budget included the following street projects for Tax Increment District Number Three including Fulton Street and N. 1st Street, N. 2nd Street and the Downtown Mall Street Grid; and

WHEREAS, the 2025 budget anticipated that the Water and Sewer Funds would finance the utility portion of these projects; and

WHEREAS, on February 25, 2025, Common Council approved amending Tax Increment District Three to include the utility portion of these project costs within the Tax Increment District Number Three Project Plan Amendment; and

WHEREAS, project bidding is complete and the budget to actual summary is presented on Exhibit A; and

WHEREAS, staff is proposing a budget modification to reallocate the budget between the projects and move the budget from the utility budget into Tax Increment District Three; and

WHEREAS, your Finance Committee recommended approval of the budget modification as shown below:

*Fund	*Cost Center	Revenue Category	Spend Category	Project	Debit Amount	Credit Amount
403 Tax Increment District Three	53745 Water Capital Projects		58230 Streets/curb/gutter - local	2023 Mall Street Grid Project	\$0.00	\$25,000.00
403 Tax Increment District Three	53628 Wastewater Capital Projects		58230 Streets/curb/gutter - local	2023 Mall Street Grid Project	\$0.00	\$121,586.80
403 Tax Increment District Three	57336 Storm Water Capital Projects		58230 Streets/curb/gutter - local	2023 Mall Street Grid Project	\$65,035.60	\$0.00
403 Tax Increment District Three	57331 Street Curb Gutter Local Capital Projects		58230 Streets/curb/gutter - local	2023 Mall Street Grid Project	\$0.00	\$200,000.00
403 Tax Increment District Three	57331 Street Curb Gutter Local Capital Projects		52150 Architectural, Engineering and Planning Services	2023 Mall Street Grid Project	\$0.00	\$200,000.00
403 Tax Increment District Three	53628 Wastewater Capital Projects		58230 Streets/curb/gutter - local	2025 Fulton St. 1st and 2nd Street	\$692,955.00	\$0.00
403 Tax Increment District Three	53745 Water Capital Projects		58230 Streets/curb/gutter - local	2025 Fulton St. 1st and 2nd Street	\$776,600.00	\$0.00
403 Tax Increment District Three	57331 Street Curb Gutter Local Capital Projects		58230 Streets/curb/gutter - local	2025 Fulton St. 1st and 2nd Street	\$114,303.00	\$0.00
403 Tax Increment District Three	57336 Storm Water Capital Projects		58230 Streets/curb/gutter - local	2025 Fulton St. 1st and 2nd Street	\$94,455.00	\$0.00
403 Tax Increment District Three	56752 Financing	49120 Proceeds from Notes			\$0.00	\$1,196,761.80

NOW THERE BE IT RESOLVED, by the Common Council of the City of Wausau that the proper City officials are hereby authorized and directed to modify the 2025 Budget as outlined above.

Approved:

Doug Diny, Mayor

Exhibit A

	Road	Storm	Water	Sanitary
<i>Part I - Fulton Street and N. 1st Street</i>				
As Bid Cost	\$ 1,034,944.00	\$ 252,165.00	\$ 633,310.00	\$ 335,605.00
Budget	\$ 950,000.00	\$ 185,000.00	\$ 640,000.00	\$ 390,000.00
Over/Under Budget	\$ (84,944.00)	\$ (67,165.00)	\$ 6,690.00	\$ 54,395.00
<i>Part II - N. 2nd Street</i>				
As Bid Cost	\$ 229,359.00	\$ 127,290.00	\$ 143,290.00	\$ 357,350.00
Budget	\$ 200,000.00	\$ 100,000.00	\$ 200,000.00	\$ 200,000.00
Over/Under Budget	\$ (29,359.00)	\$ (27,290.00)	\$ 56,710.00	\$ (157,350.00)
DOWNTOWN MALL REDEVELOPMENT				
	Road	Storm	Water	Sanitary
As Bid Cost Const.	\$ 3,264,596.11	\$ 215,035.60	\$ 23,454.76	\$ 178,413.20
Construction Mgmt	\$ 250,000.00	\$ -	\$ -	\$ -
Budget	\$ 4,200,000.00	\$ 250,000.00	\$ 50,000.00	\$ 300,000.00
Over/Under Budget	\$ 685,403.89	\$ 34,964.40	\$ 26,545.24	\$ 121,586.80
Total Over/Under Budget	\$ 571,100.89	\$ (59,490.60)	\$ 89,945.24	\$ 18,631.80

FINANCE COMMITTEE

Date and Time: Tuesday, March 11, 2025, at 5:15 p.m., Council Chambers

Finance Committee Members Present: Michael Martens (C), Gary Gisselman (VC), Becky McElhaney (arrived at 5:19 p.m.), Chad Henke, Vicki Tierney

Economic Development Committee Members: Carol Lukens (C), Chad Henke (VC), Gary Gisselman, Terry Kilian, Vicki Tierney

Others Present: Eric Lindman, Matthew Barnes, Melinda Pauls, Randy Fifrick

Noting the presence of a quorum Chairperson Martens called the meeting to order at 5:17 p.m.

Discussion and possible action for 2025 Budget Change of Purpose for funding 2025 Street Improvement Projects Tax Increment District 3.

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

DRAFT

2025 STREET IMPROVEMENT PROJECT "A"				
	Road	Storm	Water	Sanitary
As Bid Cost	\$ 1,722,941.24	\$ 1,270,443.50	\$ 1,672,081.00	\$ 1,070,024.00
Budget	\$ 2,100,000.00	\$ 1,265,000.00	\$ 1,710,000.00	\$ 1,440,000.00
Over/Under Budget	\$ 377,058.76	\$ (5,443.50)	\$ 37,919.00	\$ 369,976.00

2025 STREET IMPROVEMENT PROJECT "B"				
	Road	Storm	Water	Sanitary
Part I - Fulton Street and N. 1st Street				
As Bid Cost	\$ 1,034,944.00	\$ 252,165.00	\$ 633,310.00	\$ 335,605.00
Budget	\$ 950,000.00	\$ 185,000.00	\$ 640,000.00	\$ 390,000.00
Over/Under Budget	\$ (84,944.00)	\$ (67,165.00)	\$ 6,690.00	\$ 54,395.00
Part II - N. 2nd Street				
As Bid Cost	\$ 229,359.00	\$ 127,290.00	\$ 143,290.00	\$ 357,350.00
Budget	\$ 200,000.00	\$ 100,000.00	\$ 200,000.00	\$ 200,000.00
Over/Under Budget	\$ (29,359.00)	\$ (27,290.00)	\$ 56,710.00	\$ (157,350.00)

DOWNTOWN MALL REDEVELOPMENT				
	Road	Storm	Water	Sanitary
As Bid Cost Const.	\$ 3,264,596.11	\$ 215,035.60	\$ 23,454.76	\$ 178,413.20
Construction Mgmt	\$ 250,000.00	\$ -	\$ -	\$ -
Budget	\$ 4,250,000.00	\$ 250,000.00	\$ 50,000.00	\$ 300,000.00
Over/Under Budget	\$ 735,403.89	\$ 34,964.40	\$ 26,545.24	\$ 121,586.80

2025 STREET IMPROVEMENT PROJECT "A"			
	Road/Storm	Water	Sanitary
As Bid Cost	\$ 2,993,384.74	\$ 1,672,081.00	\$ 1,070,024.00
Budget	\$ 3,365,000.00	\$ 1,710,000.00	\$ 1,440,000.00
Over/Under Budget	\$ 371,615.26	\$ 37,919.00	\$ 369,976.00

2025 STREET IMPROVEMENT PROJECT "B"			
	Road/Storm	Water	Sanitary
Part I - Fulton Street and N. 1st Street			
As Bid Cost	\$ 1,287,109.00	\$ 633,310.00	\$ 335,605.00
Budget	\$ 1,135,000.00	\$ 640,000.00	\$ 390,000.00
Over/Under Budget	\$ (152,109.00)	\$ 6,690.00	\$ 54,395.00
Part II - N. 2nd Street			
As Bid Cost	\$ 356,649.00	\$ 143,290.00	\$ 357,350.00
Budget	\$ 300,000.00	\$ 200,000.00	\$ 200,000.00
Over/Under Budget	\$ (56,649.00)	\$ 56,710.00	\$ (157,350.00)

DOWNTOWN MALL REDEVELOPMENT			
	Road/Storm	Water	Sanitary
As Bid Cost Const.	\$ 3,479,631.71	\$ 23,454.76	\$ 178,413.20
Construction Mgmt	\$ 250,000.00	\$ -	\$ -
Budget	\$ 4,500,000.00	\$ 50,000.00	\$ 300,000.00
Over/Under Budget	\$ 770,368.29	\$ 26,545.24	\$ 121,586.80

JOINT RESOLUTION OF THE ECONOMIC DEVELOPMENT COMMITTEE AND FINANCE COMMITTEE

Approving Purchase And Development Agreement With 700 Grand Apartments, LLC For A 50-unit Affordable Multi-family Housing Project At 700, 804, 806, 810, 814 And 816 Grand Avenue and Sale of Real Estate.

Committee Action: Pending

Fiscal Impact: Analysis contained within Agreement

File Number: 22-1104

Date Introduced: March 25, 2025

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 released a Request for Proposal (RFP) on August 23, 2022 and the Common Council selected the proposal for affordable housing located at 700, 804, 806, 810, 814 and 816 Grand Avenue (Property) submitted by Commonwealth Development Corporation now known as 700 Grand Avenue Apartments, LLC (Developer) on November 15, 2022; and

WHEREAS, the Developer has proposed to construct a 50-unit affordable multi-family housing project, to be located on the Property, which will be undertaken and owned by Developer; and

WHEREAS, pursuant to the authority granted in Wisconsin Statutes, Section 66.1105(6)(g), the City has adopted a resolution extending the life of the City of Wausau Tax Increment District Six (the TID) in order to finance affordable housing projects and other permitted uses throughout the City using positive tax increment from the TID (the “Affordable Housing Extension Funds”), and the City has determined to provide assistance to affordable housing projects through grants or other assistance from the Affordable Housing Extension Funds and other actions, to permit development to proceed; and

WHEREAS, in connection with such development, Developer desires to purchase the Property as determined in accordance with the terms and conditions of this Agreement for \$1.00; and

WHEREAS, Developer’s ability to develop the Property requires certain financial incentives from the City as set forth herein and the City has determined to use Affordable Housing Extension Funds in order to provide such incentives; and

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

the City; and

WHEREAS, your Economic Development Committee and Finance Committee have discussed and recommend entering into a Purchase and Development Agreement with 700 Grand Apartments, LLC and transferring ownership of the Property for \$1.00.

NOW, THEREFORE, BE IT RESOLVED that the Common Council of the City of Wausau hereby approves the Purchase and Development Agreement with 700 Grand Apartments, LLC substantially in the form of that attached hereto for construction of a 50-unit affordable multi-family housing project at 700, 804, 806, 810, 814 and 816 Grand Avenue and the transfer of ownership of the Property and directs the proper City officials to execute a Purchase and Development Agreement and all necessary documents relative to the transfer.

Approved:

Doug Diny, Mayor

To: Economic Development & Finance Committees
From: Randy Fifrick, Development Director
Date: March 11, 2025
Re: 700 Grand Development Agreement Key Terms



Project Name: 700 Grand Ave

Developer: Commonwealth Development / 700 Grand Apartments LLC

Location: 700 Grand Ave, corner of Grand Ave and Thomas St (currently 700, 804, 806, 810, 814, and 816 Grand Avenue)

Project Description: 50-Unit Affordable Multi-Family Housing Project (4% LIHTC - Federal)

Commencement Deadline: September 1, 2025

Completion Deadline: December 31, 2026

Property Purchase Price: \$1.00

Minimum Construction Spend: \$11.5 Million

City Gap Funding Contribution – Construction: Affordable Housing Extension Fund Grant (hereafter referred to as Tax Increment Grant or TIG) – \$1,840,000.

Ehlers, the City's financial consultant, conducted a review of the Developer's project, specifically the budget and pro forma based on industry standards under current market conditions and trends for 1) development costs, 2) available funding sources, 3) financial structure, 4) underwritten financial assumptions, 5) Developer contributions, 6) affordable housing rental rates, 7) utility allowance, 8) operating expenses, 9) phasing and timing of construction, and 10) projected cash flows. City staff wanted to ensure all development costs, revenues, and expenditures had been appropriately accounted for and considered, and to independently verify private funding sources are being maximized. Based upon Ehlers review and under current market conditions, the requested TIG in the amount of \$2,000,000 was more than what was necessary for the project to become financially feasible. Ehler's concluded a TIG in the amount of \$1,840,000 was warranted for the project.

City Gap Funding Contribution – Environmental: Not to Exceed \$60,000.

The Developer applied for a Wisconsin Economic Development Corporation (WEDC) Brownfield Grant in the amount of \$250,000 to cover the costs associated with environmental remediation. However, the Developer has reservations that this will be insufficient to cover all of the environmental remediation costs. A provision was negotiated into the Development Agreement for the TIG to increase \$0.50 on a dollar basis for environmental remediation costs which exceed the amount provided by the WEDC Brownfield Grant, not to exceed \$60,000.

City Gap Funding Distribution: The TIG will be disbursed in two installments based on the project achieving certain milestones. The first disbursement at project completion – defined as

issuance of a certificate of occupancy. The City shall disburse 90% of the awarded TIG amount. The second disbursement shall be paid within 60 days from conversion of the construction mortgage to a permanent mortgage, further detailed below in the following section. The City shall disburse the remaining amount of the awarded TIG not to exceed the remaining 10%.

Lookback: Generally, when it comes to development of a Low-Income Housing Tax Credit project, there are two financing phases – construction and permanent. A construction mortgage is secured initially to finance the costs of construction. Developers receive installments, commonly referred to as draws, throughout the construction process and only pay interest on the amount of the construction mortgage they have drawn upon.

Once the project is constructed and the developer achieves a certain occupancy rate, commonly referred to as “stabilization” (which typically means an average of 95% occupancy for three consecutive months) the construction mortgage lender will require the developer to convert the construction mortgage into a permanent mortgage. It is at this time; the permanent mortgage lender will underwrite the amount they are willing to provide as a permanent mortgage and the developer will begin to pay principal and interest.

To ensure the City’s contribution to the project is in line with actual project expenditures a lookback provision has been negotiated into the Development Agreement. This allows the City to confirm, based on future market conditions after the project is constructed, that the grant of \$1,840,000 or up to \$1,900,000 is warranted. The lookback will function as follows:

Calculation Date: 60 days prior to the Developer closing on its permanent mortgage with its lender, the Developer shall provide the City with financial information including but not limited to, the total development costs, operating proforma, and a 15-year cashflow projection to determine if the grant is warranted.

Reduction Amount: The TIG will be reduced if: (1) the permanent mortgage underwritten by the lender is greater than the estimated permanent mortgage assumed today; and (2) there are no offsetting total development cost increases from estimated to actual; and (3) the deferred developer fee is reduced below \$380,000. If these circumstances occur, the grant will equal the amount of the loan increase, minus the total development cost increase, minus the amount needed to reduce the deferred developer fee to \$380,000.

Staff Recommendation:

Staff, consulting with Ehlers and Quarles, is confident the Development Agreement offers the City the assurance and protection to partner with 700 Grand Apartments, LLC (Commonwealth Development) on this project. The contribution of up to \$1.9 million from the Affordable Housing Extension Fund Grant represents a contribution of **\$38,000 per unit**, and will deliver **50 units of housing** priced below market rate. This will further the goals and recommendations of the Regional Housing Study 2022, and the City’s Strategic Plan. Commonwealth Development has proven to be an accommodating partner in this process. They have been in business for almost 25 years and operate in 24 states with a wide range of project types.

Staff recommends **approval** of the 700 Grand Development Agreement

FY 2024 Income Limits Summary

FY 2024 Income Limit Area	Median Family Income	FY 2024 Income Limit Category	Persons in Family							
			1	2	3	4	5	6	7	8
Wausau, WI HUD Metro FMR Area	\$94,800	Extremely Low Income Limits (\$) *	19,950	22,800	25,820	31,200	36,580	41,960	47,340	52,720
		Very Low (50 %) Income Limits (\$)	33,200	37,950	42,700	47,400	51,200	55,000	58,800	62,600
		Low (80 %) Income Limits (\$)	53,100	60,700	68,300	75,850	81,950	88,000	94,100	100,150

* The FY 2014 Consolidated Appropriations Act changed the definition of extremely low-income to be the greater of 30/50ths (60 percent) of the Section 8 very low-income limit or the poverty guideline as established by the Department of Health and Human Services (HHS), provided that this amount is not greater than the Section 8 50% very low-income limit. Consequently, the extremely low income limits may equal the very low (50%) income limits.

The **Wausau, WI HUD Metro FMR Area** contains the following areas: Marathon County, WI;

700 Grand, Wausau Rents:

Unit Type	AMI % Level	Annual Household Income Range*	Number of Units	Contract Rent
1 bed / 1 bath	30%	\$17,420 - \$30,720	5	\$ 429
2 bed / 1 bath			5	\$ 507
3 bed / 2 bath			6	\$ 580
1 bed / 1 bath	50%	\$29,700 – \$51,200	5	\$ 784
2 bed / 1 bath			4	\$ 934
3 bed / 2 bath			2	\$ 1,073
1 bed / 1 bath	80%	\$48,620 - \$81,920	5	\$ 1,084
2 bed / 1 bath			7	\$ 1,345
3 bed / 2 bath			11	\$ 1,714

*Rent limits established by HUD and are subject to annual change. Income Range is an estimate based upon 1-5 members per household

Example Household Rent Scenarios:

1. Household of 2, income of \$20,000 – 1 bedroom unit: Rent \$ 429.
2. Household of 4, income of \$25,000 – 2 bedroom unit: Rent \$ 507.
3. Household of 5, income of \$30,000 – 3 bedroom unit: Rent \$ 580

4. Household of 1, income of \$30,000 – 1 bedroom unit: Rent \$ 784.
5. Household of 3, income of \$40,000 – 2 bedroom unit: Rent \$ 934.
6. Household of 4, income of \$45,000 – 3 bedroom unit: Rent \$ 1,073.

7. Household of 1, income of \$50,000 – 1 bedroom unit: Rent \$ 1,084.
8. Household of 3, income of \$65,000 – 2 bedroom unit: Rent \$1,345.
9. Household of 5, income of \$75,000 – 3 bedroom unit: Rent \$1,714.

3/12/2025

AMI	Annual Salary Range		Hourly - FT		Hourly - PT		Monthly Salary		30% Monthly	700 Grand Rent range
30%	\$	17,420	\$	9.27	\$	18.53	\$	1,452	\$ 436	\$429-\$580
	\$	30,720	\$	16.34	\$	32.68	\$	2,560	\$ 768	
50%	\$	29,700	\$	15.80	\$	31.60	\$	2,475	\$ 743	\$784-\$1073
	\$	51,200	\$	27.23	\$	54.46	\$	4,267	\$ 1,280	
80%	\$	48,620	\$	25.86	\$	51.72	\$	4,052	\$ 1,216	\$1084-\$1714
	\$	81,920	\$	43.57	\$	87.14	\$	6,827	\$ 2,048	

Example Salaries*:

Nursing Assistant	\$35-\$50,000/year
Gas station worker	\$15-\$19/hour
911 Dispatcher	\$23/hour
Childcare Provider	\$14.75-\$16.75/hr
Teacher	\$43,705/year
Factory Production	\$20/hr
Fast Food	\$10-\$15/hr
Ultrasonographer	\$76,000/year

*entry level or median wages

Utilities Each year, the local Housing Authority issues a utility allowance, which evaluates current utility rates for gas and electricity. This allowance is then adjusted to account for factors such as inflation for the following year.

The utility allowance is deducted from the HUD-designated rent levels to ensure that total housing costs—rent paid to Commonwealth plus utility expenses—do not exceed the HUD rent limit. This ensures that tenants are not paying more than 30% of their income toward housing.

For example, if HUD sets the rent limit for a specific unit size at \$1,000 per month and the Housing Authority determines that average gas and electric costs are \$150 per month, the maximum rent Commonwealth can charge is \$850 per month.

Fees All amenities provided to tenants, including parking, internet, and laundry, will be offered free of charge. This differs from many market-rate complexes, where such amenities often come with additional fees.

PURCHASE AND DEVELOPMENT AGREEMENT
(700 Grand Ave)

THIS PURCHASE AND DEVELOPMENT AGREEMENT (700 Grand Ave) (this “Agreement”) is made as of March ____, 2025 (the “Effective Date”), by and among the CITY OF WAUSAU, a Wisconsin municipal corporation (the “City”), and 700 GRAND APARTMENTS, LLC, a Wisconsin limited liability company (“Developer”).

RECITALS

WHEREAS, the City is the owner of certain real property in the City of Wausau, County of Marathon, State of Wisconsin, with street addresses of 700, 804, 806, 810, 814, and 816 Grand Avenue, with Marathon County Tax Parcel ID Numbers 291-2907-363-0031; 291-2907-363-0032; 291-2907-363-0033; 291-2907-363-0034; and 291-2907-363-0035, and more particularly described on Exhibit A attached hereto (the “Property”); and

WHEREAS, Developer has proposed an affordable multifamily housing development, as hereinafter described, to be located on the Property, which will be undertaken and owned by Developer; and

WHEREAS, pursuant to the authority granted in Wisconsin Statutes, Section 66.1105(6)(g), the City has adopted a resolution extending the life of the City of Wausau Tax Increment District Six (the “TID”) in order to finance affordable housing projects and other permitted uses throughout the City using positive tax increment from the TID (the “Affordable Housing Extension Funds”), and the City has determined to provide assistance to affordable housing projects through grants or other assistance from the Affordable Housing Extension Funds and other actions, as hereinafter set forth, to permit development to proceed; and

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

WHEREAS, The Wisconsin Partnership For Housing Development, Inc., a Wisconsin non-stock corporation (“WPHD”) is a nonprofit corporation that was formed, in part, to foster the development of affordable housing such as the Project (as defined below). Developer desires to assist WPHD in the furtherance of its charitable purposes and has requested WPHD to participate in the development of the Project;

WHEREAS, Developer’s ability to develop the Property requires certain financial incentives from the City as set forth herein and the City has determined to use Affordable Housing Extension Funds in order to provide such incentives; and

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

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

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

- a. "Affordable Housing Extension Funds" is defined in the Recitals above.
- b. "Aggregate TIG Amount" means the Base TIG Amount plus any increase thereto as described in Section 3.d.iii below
- c. "Agreement" is defined in the introductory paragraph to this Agreement.
- d. "Base TIG Amount" means One Million, Eight Hundred Forty Thousand and no/100s Dollars (\$1,840,000.00).
- e. "Brownfield Grant" is defined in Section 3.d.iii below.
- f. "Calculation Date" means the date that is sixty days (60) days prior to the anticipated date of the Permanent Financing Closing.
- g. "City" is defined in the introductory paragraph of this Agreement.
- h. "Closing" means the execution of the Deed and sale and conveyance of the Property to Developer in exchange for the Purchase Price, as contemplated by and subject to the terms and conditions of this Agreement.
- i. "Closing Date" means the date that Closing occurs, which shall be a date mutually agreed to by the City and Developer but in no event shall the Closing Date be later than the Closing Deadline.
- j. "Closing Deadline" means the date that is thirty (30) days after the termination (or earlier waiver by Developer) of the Due Diligence Period, but in no event later than the Project Commencement Deadline.
- k. "Completion TIG Amount" is defined in Section 3.d.v(A) below.
- l. "Deed" means a special warranty deed of the Property from the City to Developer.
- m. "Default" is defined in Section 6 below.
- n. "Developer" is defined in the introductory paragraph to this Agreement.
- o. "Draft CSM" is defined in Section 3.a below.
- p. "Due Diligence Period" means the time period commencing on the Effective Date and terminating on the date that is thirty (30) days prior to the Project Commencement Deadline, or such earlier date that Developer waives the remainder of the Due Diligence Period.
- q. "Effective Date" is defined in the introductory paragraph of this Agreement.

- r. “Estimated Permanent First Mortgage Loan Amount” means Two Million, Seven Hundred Eighty-Four Thousand and No/100 Dollars (\$2,784,000.00).
- s. “Memorandum” means a short form memorandum of this Agreement recorded in the real estate records against the Property. The parties agree that the form of memorandum attached hereto as Exhibit C is acceptable to both parties.
- t. “Minimum Construction Cost” means at least Eleven Million, Five Hundred Thousand and no/100s Dollars (\$11,500,000.00).
- u. “Mortgage Lender(s)” means individually, or collectively, as applicable, the lenders referenced on Schedule A or such other lending institutions or other lenders reasonably acceptable to the City.
- v. “Mortgage Loan(s)” means the construction/permanent mortgage loan(s) from the Mortgage Lender(s) in amounts consistent with the City-approved Project Cost Breakdown.
- w. “Permanent Financing Closing” means the first date upon which all of the following shall have occurred: (i) Project Completion shall have occurred; (ii) each permanent Mortgage Loan shall have converted to its permanent phase in accordance with the terms of the agreements with the Mortgage Lender making such Mortgage Loan; (iii) Stabilization shall have been achieved; and (iv) all other Third-Party Financing (Permanent) shall have been fully-funded.
- x. “Permanent First Mortgage Loan” means the permanent first priority Mortgage Loan from the Mortgage Lender described as the primary permanent Mortgage Lender on Schedule A attached hereto.
- y. “Plans” means final detailed plans and specifications for the Project in form and substance acceptable to the City, which shall include, without limitation, the following: all improvements now located or to be located on the Property, the footprint of all improvements and the square footage of all improvements, all easements, pathways, exterior boundary lines, walkways, parking and circulation areas, adjoining public streets and alleys, utilities, exits and entrances, all signage, sidewalks, landscaping, all materials to be used in construction, all interior and exterior finishes, building sections, description of room and space sizes, plan arrangement of rooms and functional spaces, exterior elevations, the stacking of floors and all construction elements, a narrative description of all structural systems, mechanical systems, electrical systems and any specialty systems. The Plans shall also include a detailed landscaping plan and a detailed landscape maintenance plan. A preliminary site plan for the Project, which is subject to further revisions and approvals, is attached hereto as Exhibit D.
- z. “Project” means the construction of a 50 unit Low Income Housing Tax Credit (“LIHTC”), affordable multifamily housing development and the additional redevelopment of the Property for the operation of the housing development, and construction and installation of all other improvements as may be required in order to comply with applicable zoning and building laws, rules, regulations, codes and ordinances

and in order to develop and operate the Property in substantial conformity with the Plans, the Proposal, and this Agreement.

aa. “Project Commencement” means the occurrence of all of the following: (i) Closing has occurred; (ii) all building permits and other permits for the commencement of construction of the Project have been obtained; (iii) the Third-Party Financing (Construction) has closed and Developer shall have closed on or received commitments for all Third Party Financing (Permanent); and (iv) mobilization and commencement of construction of the Project at the Property has occurred (as reasonably determined by the City).

bb. “Project Commencement Deadline” means September 1, 2025.

cc. “Project Completion” means the occurrence of all of the following: (i) a certificate of occupancy is issued by the appropriate governmental authorities for Project, as applicable; and (ii) the Project architect has issued a certificate stating that the Project has been substantially completed in accordance with the Plans.

dd. “Project Completion Deadline” means December 31, 2026.

ee. “Project Cost Breakdown” means a current cost breakdown of construction and non-construction cost items (i.e., a line-item budget), clearly identifying development, engineering, construction, furnishing, equipping, financing, contingency and all other direct and indirect costs of development, construction and installation of the Project in accordance with the Plans for the Project. The Project Cost Breakdown shall also include the Developer’s proposed source of funds for the Total Development Costs and shall specify which line items Developer proposes be used when calculating whether the Minimum Construction Cost requirement herein is satisfied. The Project Cost Breakdown shall also include details regarding: the amount of the Third-Party Financing (Construction); the estimated amounts of the Third-Party Financing (Permanent) the Project will carry after Project Completion; and all Third-Party Sources. The Project Cost Breakdown as of the Effective Date is attached hereto as Exhibit B.

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

gg. “Proposal” is Developer’s response, dated September 17, 2022, to the City’s request for proposal for the redevelopment of the Property. In the event of a conflict between the Proposal and this Agreement, this Agreement shall control.

hh. “Purchase Price” means One Dollar (\$1.00).

ii. “Reduction Amount” is defined in Section 3.d.iv(A) below.

jj. “Stabilization” means the calendar month-end on which the Project achieves 90% physical occupancy of all of the units for three consecutive calendar months.

kk. “Tax Credit Equity” means Developer’s equity sources derived from State of Wisconsin LIHTC equity financing and/or federal LIHTC equity financing, each in an amount consistent with the City-approved Project Cost Breakdown

ll. “Tax Increment Grant” means a one time grant to WPHD in an amount not to exceed a maximum amount of One Million, Nine Hundred Thousand and no/100s Dollars (\$1,900,000.00), which WPHD will loan to Developer with respect to the Project, as described in more detail in Section 3 below. It is anticipated the Tax Increment Grant will be equal to the Base TIG Amount but may be increased or reduced in accordance with Section 3 below.

mm. “Third-Party Financing” means collectively, the Third-Party Financing (Construction) and the Third-Party Financing (Permanent).

nn. “Third-Party Financing (Construction)” means the funding from the Third-Party Sources for the purpose of financing the construction costs of the Project, each in an amount consistent with the City-approved Project Cost Breakdown and identified in Schedule A.

oo. “Third-Party Financing (Permanent)” means the loans, grants, or other types of funding from the Third-Party Sources (Permanent) for the purpose of financing the permanent take-out financing, if any, of the initial construction financing, each in an amount consistent with the City approved Project Cost Breakdown and identified in Schedule A.

pp. “Third-Party Sources” means, collectively, the Third-Party Sources (Construction) and the Third-Party Sources (Permanent).

qq. “Third-Party Sources (Construction)” means the sources of the Third-Party Financing (Construction) and the sources of the Tax Credit Equity which are necessary to achieve Project Completion as contemplated in the City-approved Project Cost Breakdown and identified in Schedule A.

rr. “Third-Party Sources (Permanent)” means the sources of the Third-Party Financing (Permanent) and the sources of the Tax Credit Equity which are contemplated at Permanent Financing Closing in the City-approved Project Cost Breakdown and identified in Schedule A.

ss. “TID” is defined in the Recitals above.

tt. “Total Development Costs” means the aggregate cost to construct the Project, including, but not limited to, construction and non-construction cost items, including without limitation engineering, construction, furnishing, equipping, financing, contingency and all other direct and indirect costs of development (including developer fee, deferred or not), construction and installation of the Project in accordance with the Plans for the Project including, but not limited to, the funding of reserve accounts for the Project required by Developer’s investor or any Third-Party Source.

uu. “WPHD” means the Wisconsin Partnership For Housing Development, Inc., a Wisconsin non-stock corporation.

2. Commitments of Developer. Developer agrees and covenants with the City as follows:

a. *Purchase of the Property.*

i. Subject to the terms and conditions of this Agreement, including the satisfaction of any conditions precedent to Developer’s obligations under this Agreement, Developer agrees to purchase the Property in its “AS-IS” condition for the Purchase Price on the Closing Date. The transfer of the Property shall be subject to all matters of record other than monetary liens. Developer agrees to execute the Memorandum, and that the Memorandum shall be recorded immediately after the Deed and prior to any mortgage including any mortgage to any Third-Party Source. All title insurance fees, transfer fees, title company closing fees, and recording fees for the purchase shall be at Developer’s sole cost and expense. The City and Developer hereby agree that the transfer of the Property to Developer hereunder is exempt from the Wisconsin Real Estate Transfer Fee pursuant to Wis. Stats. § 77.25(2) and the Wisconsin Real Estate Transfer Receipt filed in conjunction with the recording of the Deed will reflect that fact. Developer agrees that it shall not receive a proration for real estate taxes for the year of Closing.

ii. DEVELOPER ACKNOWLEDGES AND AGREES THAT DEVELOPER HAS HAD AND/OR WILL HAVE SUFFICIENT OPPORTUNITY TO INSPECT THE PROPERTY PRIOR TO CLOSING AND THAT THE CITY IS CONVEYING AND DEVELOPER IS ACCEPTING THE PROPERTY ON AN “AS-IS WITH ALL FAULTS” BASIS AND THAT DEVELOPER IS RELYING SOLELY ON ITS INDEPENDENT INVESTIGATION AND NOT ON ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, FROM THE CITY OR ITS AGENTS AS TO ANY MATTERS CONCERNING THE PROPERTY, EXCEPT FOR TITLE AND ANY REPRESENTATIONS OR WARRANTIES EXPRESSLY MADE BY THE CITY IN THIS AGREEMENT. AS A PART OF ITS AGREEMENT TO ACCEPT THE PROPERTY IN ITS “AS IS” CONDITION, DEVELOPER, FOR ITSELF AND ITS SUCCESSORS, ASSIGNS, AGENTS, EMPLOYEES, CONTRACTORS AND INVITEES, HEREBY WAIVES, DISCHARGES AND RELEASES THE CITY FROM ANY AND ALL DEMANDS, CLAIMS, LEGAL OR ADMINISTRATIVE PROCEEDINGS, LOSSES, LIABILITIES, DAMAGES, PENALTIES, FINES, LIENS, JUDGMENTS, COSTS OR EXPENSES WHATSOEVER, WHETHER DIRECT OR INDIRECT, KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, THAT MAY ARISE ON ACCOUNT OF OR IN ANY WAY BE CONNECTED WITH OR RELATED TO THE PHYSICAL, GEOLOGICAL OR ENVIRONMENTAL CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, ANY PAST OR PRESENT CONDITION OF OR ACTION ON OR ABOUT THE PROPERTY (INCLUDING, WITHOUT LIMITATION, THE PRESENCE OF HAZARDOUS OR TOXIC MATERIAL

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

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

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

to observe such Invasive Testing. With respect to consents by the City in this subsection relating to Invasive Testing, such consent shall be determined by the then-current Directors (or their designees) of the City's Department of Community Development and the City's Department of Public Works, after consultation with other appropriate City staff and departments. Unless otherwise directed by the City, Developer should send such Invasive Testing requests and information via e-mail to such department directors (currently randy.fifrick@ci.wausau.wi.us and Eric.Lindman@ci.wausau.wi.us, respectively), with a copy to the City's Environmental Engineer (currently kevin.fabel@ci.wausau.wi.us). Without limiting the other obligations of Developer in this Agreement, (A) Developer shall hold harmless, indemnify and defend the City, and its employees, officers, volunteers, and elected and appointed officials, from and against any and all claims, liability and losses, and expenses related thereto (including reasonable attorneys' fees), which the City incurs arising or asserted to arise out of, any activity (act, omission, fault or negligence) of Developer, or any of Developer's agents or contractors, conducted on the Property prior to Closing, and Developer shall be responsible to require and confirm that such agent or contractor has contractually agreed to indemnify the City and its employees, officers, volunteers, and elected and appointed officials for any such activity, and (B) in the event Developer exercises its right to terminate this Agreement during the Due Diligence Period or otherwise elects not to or fails to purchase the Property from the City, Developer shall, at its sole cost and expense, promptly restore any physical damage or alteration of the physical condition of the Property that results from any Invasive Testing or other due diligence activities conducted by or on behalf of Developer. The obligations of Developer in this subsection shall survive termination of this Agreement. Notwithstanding the foregoing or anything to the contrary in this Agreement, neither Developer nor any of its employees, agents or contractors shall be responsible for indemnifying the City from the mere discovery or disclosure of any pre-existing adverse condition on the Property (environmental or otherwise).

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

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

(including the Purchase Price) even if included in the Project Cost Breakdown, or (iii) furnishings, decorations or other personal property installed at the Property even if included in the Project Cost Breakdown, or (iv) any soft construction costs (including architectural, engineering, and legal fees), even if included in the Project Cost Breakdown, or (v) any costs which are not permitted to be included as project costs under Wisconsin Statutes Section 66.1105, even if included in the Project Cost Breakdown. In connection with submission and review of the Project Cost Breakdown, Developer and the City shall document which line items will and which line items will not be included when determining whether the Minimum Construction Cost was achieved. On or prior to the date of Project Completion, Developer shall provide to the City with written evidence, reasonably acceptable to the City, of Developer's expenditures with respect to the Minimum Construction Cost incurred by Developer with respect to the Project, together with such other documentation as the City may reasonably require.

d. *Compliance with Zoning and Building Code.* Without limiting Developer's general obligation herein to comply with all laws, Developer agrees that the Project will be constructed in conformance and compliance with all applicable federal, state, local and other laws, rules, regulations and ordinances, including, without limitation, all zoning and land division laws, rules, regulations and ordinances and all building codes and ordinances of the City, including those relating to parking.

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

f. *Calculation Date.* On or prior to the Calculation Date, Developer shall provide to the City all of the following in form and substance reasonably acceptable to the City: (i) written evidence of Developer's Total Development Costs with respect to the Project as approved by the senior Mortgage Lender and Developer's investor member; (ii) a description of all Third-Party Financing (Permanent) and all Third-Party Sources (Permanent); (iii) the actual operating pro forma with respect to the operations of the Project; (iv) a 15-year projected cashflow for the Project; and (v) such other documentation as the City may reasonably require.

g. *Third Party Financing; Permanent Financing Closing.* Developer shall close on the Third-Party Financing (Construction) in substantially the amounts and timelines contemplated by the City-approved Project Cost Breakdown on or prior to the Closing Deadline, and Developer shall close on the Third-Party Financing (Permanent) or shall have firm commitments for the Third-Party Financing (Permanent) in place in substantially the amounts and timelines contemplated by the City-approved Project Cost Breakdown prior to the Closing Deadline.

h. *Return of Property.*

i. If Developer fails to achieve Project Commencement on or prior to the Project Commencement Deadline, in addition to any other remedies available to the City pursuant to this Agreement or applicable law, the City, at its option as exercised in its sole discretion, may by written notice to Developer require Developer to achieve Project Commencement within ninety (90) days of the date of Developer's receipt of such notice, or if not so achieved, transfer the Property to the City pursuant to a special warranty deed thirty (30) days following the expiration of such ninety (90) day period, and the City shall reimburse to Developer the Purchase Price. The City shall provide the notice to Developer described above within sixty (60) days after the Project Commencement Deadline or the City shall be deemed to have waived its right to do so.

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

i. *Payment-in-Lieu of Taxes.* In the event that the Property, or any part of it, becomes exempt or partially exempt from general property taxes on or prior to January 1, 2054, Developer agrees to make to the City a payment-in-lieu-of taxes payment (a "PILOT Payment") equal to the difference between (A) the amount of taxes which would have been levied on the Property for said year by the City and other taxing jurisdictions if the Property was not exempt or partially exempt from general property taxes and (B) the actual amount of taxes levied on the Property for said year by the City and all other taxing jurisdictions. The PILOT Payment shall be due and payable in full to the City on January 31 immediately following such tax year; provided, however, that Developer may elect to pay the PILOT Payment in two equal installments by providing written notice to the City no later than January 15, with the first installment due no later than January 31 and the second installment due no later than July 31. The obligations of Developer to pay the PILOT Payment shall: (1) be referenced in the Memorandum; (2) be a lien on the Property and run with the land; and (3) bind all Developers in title to the Property and their successors and/or assigns.

3. Commitments of the City.

a. *Combination of Parcels.* Prior to the Closing Deadline, the City will, at its sole expense, cause the various parcels of land constituting the Property to be combined into one or more lots as determined by the City and approved by Developer (which approval shall not be unreasonably conditioned withheld or delayed), whether by certified survey map or other lawful land division. A draft certified survey map is attached hereto as Exhibit F (the "Draft CSM").

b. *Sewer and Water Main Easement.* Prior to the Closing Deadline, the City will record a declaration of storm sewer and watermain easement upon terms reasonably acceptable to Developer with respect to the portion of the Property designated on the Draft CSM as the "PROPOSED STORM SEWER AND WATERMAIN EASEMENT BY OTHER DOCUMENT".

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

d. *Tax Increment Grant; Increase in Amount; Reduction in Amount.*

i. The City acknowledges that WPHD will lend the proceeds of the Tax Increment Grant to Developer.

ii. The anticipated amount of the Tax Increment Grant is the Base TIG Amount, which may be increased or reduced in accordance with this Section 3.d.

iii. The City acknowledges that Developer has applied for a Brownfield Grant in the amount of \$250,000 from the Wisconsin Economic Development Corporation under Wis. Stats. § 238.13 in order to remediate certain environmental contamination on the Property (the "Brownfield Grant"). If, on or prior to the date of Project Completion, Developer provides to the City evidence, satisfactory to the City in its sole discretion, that Developer's costs to perform such remediation shall exceed the amount of the Brownfield Grant actually received by Developer, the Tax Increment Grant shall be increased one-half dollar (\$0.50) for every dollar that Developer's costs exceed the amount of the Brownfield Grant actually received by

Developer, except that the aggregate Tax Increment Grant shall not exceed \$1,900,000.00.

iv. Notwithstanding anything to the contrary in this Agreement, the amount of the Tax Increment Grant may be reduced in accordance with the following:

(A) The Tax Increment Grant will only be reduced if: (1) there is a Loan Increase; and (2) no offsetting TDC Increase; and (3) the Deferred Developer Fee approved by investor(s) and the Mortgage Lender(s) as of the Calculation Date is less than the Deferred Developer Fee Minimum. If each of these things are true, the reduction in the Tax Increment Grant (the "Reduction Amount") will be equal to (a) the amount of the Loan Increase minus (b) the TDC Increase minus (c) the amount needed to reduce the Deferred Developer Fee down to the Deferred Developer Fee Minimum. For the avoidance of doubt, a Loan Increase may be used to reduce the Deferred Developer Fee down to the Deferred Developer Fee Minimum with no impact on the size of the Tax Increment Grant.

(B) For purposes of this Section 3.d.iv:

"Actual TDC" means the Total Development Costs approved by investor(s) and the Mortgage Lender(s) as of the Calculation Date.

"Deferred Developer Fee" means the amount of deferred developer fee shown in the Project Cost Breakdown.

"Deferred Developer Fee Minimum" means \$380,000.00.

"Developer Fee" means the amount of developer fee shown in the Project Cost Breakdown (including both paid developer fee and Deferred Developer Fee).

"Estimated TDC" means the Total Development Costs included in the Project Cost Breakdown.

"Loan Increase" means the amount, if any, by which the actual amount of the Permanent First Mortgage Loan approved by investor and the Mortgage Lender(s) as of the Calculation Date, is greater the Estimated Permanent First Mortgage Loan Amount.

"TDC Increase" means the increase, if any, in the Actual TDC over the Estimated TDC, but excluding, for purposes of calculating such TDC Increase, any increase in the Developer Fee included in the Estimated TDC.

v. Subject to the terms and conditions of this Agreement, the City agrees to provide the Tax Increment Grant to WPHD in the following manner:

(A) Within thirty (30) days after the date of Project Completion, the City shall provide to WPHD 90% of the Aggregate TIG Amount (the "Completion TIG Amount"); and

(B) Provided Developer has provided written notice to the City at least thirty (30) days prior to the date of the Permanent Financing Closing, on the date of the Permanent Financing Closing, the City shall provide to WPHD the remainder of the Tax Increment Grant, which shall be equal to the Aggregate TIG Amount minus the Completion TIG Amount and minus the Reduction Amount; provided, however, that if the Reduction Amount is greater than the Aggregate TIG Amount minus the Completion TIG Amount, then Developer shall pay to the City on demand the amount that the Reduction Amount exceeds the amount of the Aggregate TIG Amount minus the Completion TIG Amount.

4. Conditions Precedent to the City's Obligations.

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

i. Developer shall provide the City with (A) evidence that the persons signing this Agreement on behalf of Developer are authorized to so sign this Agreement and to bind Developer to the terms and conditions of this Agreement, (B) a certified copy of the organizational documents for each entity constituting Developer, (C) a certificate of status issued by the Wisconsin Department of Financial Institutions or the applicable jurisdiction for each entity constituting Developer, and (D) resolutions or consents of the board of directors, partners or members, as the case may be, for each entity constituting Developer approving this Agreement and the transactions which are the subject of this Agreement. Developer shall provide this documentation on or before Closing.

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

iii. The City, through its City Council, shall have approved this Agreement and the transactions contemplated herein.

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

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

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

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

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

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

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

vii. Developer shall provide evidence that the closing on all of the Third-Party Sources (Construction) have closed and are available for disbursement for construction costs or will be closed simultaneously with the sale of the Property at Closing.

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

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

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

c. In addition to all other conditions and requirements set forth in this Agreement, the obligation of the City under this Agreement to provide the portion of the Tax Increment Grant pursuant to Section 3.d.v(A) of this Agreement is conditioned upon the satisfaction of each and every one of the following conditions:

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

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

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

iv. Developer shall provide the City with written evidence of Developer's expenditures with respect to the Minimum Construction Cost requirement, together with such other related documentation as the City may reasonably require.

v. Developer shall provide the City with written evidence of Developer's expenditures with respect to the Total Development Costs, together with such other related documentation as the City may reasonably require.

vi. Developer shall provide the City with such other documentation as the City may reasonably require to determine whether all conditions of the payment of such portion of the Tax Increment Grant have been satisfied and to determine the amount of the Aggregate TIG Amount.

d. In addition to all other conditions and requirements set forth in this Agreement, the obligation of the City under this Agreement to provide the portion of the Tax Increment Grant pursuant to Section 3.d.v(B) of this Agreement is conditioned upon the satisfaction of each and every one of the following conditions:

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

ii. Developer shall provide the City with the actual operating pro forma with respect to operations of the Project to show that Stabilization has been achieved, together with such other related documentation as the city may reasonably require.

iii. Developer shall provide the City with reasonable evidence Permanent Financing Closing has occurred together with such other related documentation as the City may reasonably require.

iv. Developer shall provide the City with such other documentation as the City may reasonably require to determine whether all conditions of the Tax Increment Grant have been satisfied and to determine the amount of the Tax Increment Grant and the Reduction Amount, if any.

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

5. Additional Representations, Warranties and Covenants of Developer. Developer represents and warrants to the City and covenants with the City as follows:

a. No Default, or event which with the giving of notice or lapse of time or both would be a Default, exists under this Agreement, and Developer is not in default (beyond any applicable period of grace) of any of its obligations under any other agreement or instrument entered into in connection with the Project which may have a material adverse effect on the Project.

b. All copies of documents, contracts and agreements which Developer has furnished and will furnish to the City are true and correct in all material respects.

c. Developer will pay for, or cause to be paid for, all work performed and materials furnished for the Project.

d. No statement of fact by Developer contained in this Agreement and no statement of fact furnished or to be furnished by Developer to the City pursuant to this Agreement contains or will contain any untrue statement of a material fact or omits or will omit to state

a material fact necessary in order to make the statements herein or therein contained not misleading at the time when made.

e. Developer is a limited liability company duly formed and validly existing and has the power and all necessary licenses, permits and franchises to own its assets and properties and to carry on its business. Developer is duly licensed or qualified to do business and in good standing in the State of Wisconsin and all other jurisdictions in which failure to do so would have a material adverse effect on its business or financial condition.

f. The execution, delivery and performance of this Agreement have been duly authorized by all necessary action of Developer and constitute the valid and binding obligations of Developer enforceable in accordance with their terms subject only to applicable bankruptcy, insolvency, reorganization, moratorium, general principles of equity, and other similar laws of general application affecting the enforceability of creditors' rights generally.

g. The execution, delivery, and performance of Developer's obligations pursuant to this Agreement will not violate or conflict with Developer's organizational documents or any indenture, instrument or agreement by which Developer is bound, nor will the execution, delivery, or performance of Developer's obligations pursuant to this Agreement violate or conflict with any law applicable to Developer or the Project.

h. There is no litigation or proceeding pending or, to the best of Developer's knowledge, threatened against or affecting Developer or the Project that would have a material adverse effect on the Project or Developer or the enforceability of this Agreement, the ability of Developer to complete the Project or the ability of Developer to perform its obligations under this Agreement.

i. To the best of Developer's knowledge, the Project Cost Breakdown to be provided to the City accurately reflects all Project costs that will be incurred in the development, completion, construction, furnishing and equipping of the Project, and the City is entitled to rely on the Project Cost Breakdown and the financing sources for such Project costs. Developer knows of no previously undisclosed circumstances presently existing or likely to occur which would or could be expected to result in a material variation or deviation from the Project Cost Breakdown.

j. Except as otherwise set forth herein, Developer will not, without the City's prior written consent, which consent may be withheld in the City's reasonable discretion, materially change the scope of the Project or the uses of the Project. Except as otherwise set forth herein or unless otherwise agreed in writing by the City, the construction, development and operation of the Property and the Project shall be in substantial conformity with the Proposal.

k. Developer shall not materially alter the Plans approved by the City without the prior written consent of the City, which consent may be withheld in the City's reasonable discretion.

l. Developer Covenants that construction of the Project shall proceed and be completed substantially in accordance with the construction schedule approved by the City, as may be modified pursuant to the terms of this Agreement.

m. Developer will conform and comply with, and will cause the Project to be in conformance and compliance with all applicable federal, state, local and other laws, rules, regulations and ordinances, including, without limitation, all zoning and land division laws, rules, regulations and ordinances, all building codes and ordinances of the City, all environmental laws, rules, regulations and ordinances.

n. Developer covenants that it will perform and observe the covenants contained in, and the Project will conform and comply with, the covenants, restrictions, documents or instruments governing the Property.

o. Developer shall have in effect at all times, all permits, approvals and licenses as may be required by any governmental authority or non-governmental entity in connection with the development, construction, management and operation of the Project.

p. From time to time at the request of the City, Developer shall provide financial information relating to the Project to the City, which information shall be in form and content reasonably acceptable to the City.

q. Developer agrees to pay timely all generally applicable property taxes assessed and levied in connection with the Property under applicable property tax laws, rules, rates, regulations and ordinances in effect from time to time (including taxes and assessments due the year of Closing, if any); provided, however, that Developer shall have the right to lawfully dispute in good faith the property taxes or assessment for the Property so long as Developer otherwise complies with this Agreement, including, without limitation, payment by Developer of any required PILOT Payment. Nothing in this Agreement shall impair any statutory rights of the City and other taxing authorities with respect to the assessment, levy, priority, collection and/or enforcement of real estate and personal property taxes.

r. Developer understands and agrees that its use of the Property shall be subject to the terms and conditions of all recorded documentation.

s. Developer shall comply with the requirements of all Third-Party Sources, including, without limitation, all requirements of the State of Wisconsin LIHTC program and the federal LIHTC program, as applicable.

The representations and warranties contained herein shall be true and correct at all times as required by this Agreement. Developer shall comply with all covenants contained herein at all times during the term of this Agreement.

6. Defaults and Remedies.

a. *Default by Developer.* The occurrence of any one or more of the following events shall constitute a default (“Default”) hereunder:

i. Developer shall fail to pay any amounts due from it under this Agreement within ten (10) days after written notice of nonpayment from the City to Developer; or

ii. Any representation or warranty made by Developer in this Agreement, or any document or financial statement delivered by Developer pursuant to this Agreement, shall prove to have been false in any material respect as of the time when made or given (or, alternatively, as of the date specified for such representation or warranty, if other than when made or given); or

iii. Developer shall breach or fail to perform timely or observe timely any of its covenants or obligations (other than payment obligations, which is addressed in subparagraph i above, and the specific defaults listed in subparagraphs iv through vii below) under this Agreement, and such failure shall continue for thirty (30) days following written notice thereof from the City to Developer (or such longer period of time as is necessary to cure the default as long as Developer has commenced the cure of the default within the 30-day period and thereafter diligently pursues the cure of the default; or

iv. Construction of the Project shall be abandoned for more than sixty (60) consecutive days, or if Project Completion is not achieved on or before the Project Completion Deadline, subject to extension for Force Majeure, and such failure shall continue for ninety (90) days following written notice thereof from the City to Developer, or if any portion of the Project shall be damaged by fire or other casualty and not promptly repaired, rebuilt or replaced; or

v. Developer shall: (A) become insolvent or generally not pay, or be unable to pay, or admit in writing its inability to pay, its debts as they mature; or (B) make a general assignment for the benefit of creditors or to an agent authorized to liquidate any substantial amount of its assets; or (C) become the subject of an “order for relief” within the meaning of the United States Bankruptcy Code, or file a petition in bankruptcy, for reorganization or to effect a plan or other arrangement with creditors; or (D) have a petition or application filed against it in bankruptcy or any similar proceeding, or have such a proceeding commenced against it, and such petition, application or proceeding shall remain undismissed for a period of ninety (90) days or Developer shall file an answer to such a petition or application, admitting the material allegations thereof; or (E) apply to a court for the appointment of a receiver or custodian for any of its assets or properties, or have a receiver or custodian appointed for any of its assets or properties, with or without consent, and such receiver shall not be discharged within ninety (90) days after its/his appointment; or (F) adopt a plan of complete liquidation of its assets; or

vi. If Developer shall dissolve or shall cease to exist; or

vii. A default shall occur and remain beyond any applicable notice and cure periods on any other indebtedness of or loan to Developer, including, but not limited to, any Third-Party Financing, or a default shall occur and remain beyond any applicable notice and cure periods under any mortgage or other lien or encumbrance affecting the Property or the Project.

The City hereby agrees to give Developer's tax credit investor ("Investor Member") written notice of any default under this Agreement so long as City has been provided the name and address of the Investor Member. Investor Member may, at Investor Member's option, cause the cure of such default within the cure periods set forth above. The City agrees to accept any cure by Investor Member as if such cure were made by Developer. In addition, any other member of Developer or any lender providing financing to Developer may cure any Developer default and the City shall accept such cure as though it were tendered by Developer.

b. *City Remedies.* In the event of Default by Developer, the City, may take any one or more of the following actions:

i. The City may suspend its performance under this Agreement until it receives assurances from Developer, deemed adequate by the City, that Developer will cure its default and continue its performance under this Agreement.

ii. The City may take any action, including legal or administrative action, in law or equity, which may appear necessary or desirable to enforce performance and observance of any obligation, agreement or covenant of the Developer under this Agreement, including securing an injunction to prevent harm.

iii. The City may terminate this Agreement.

iv. Upon the occurrence of any Default, any amounts due to the City shall accrue interest at the rate of one percent (1%) per month.

c. *Indemnification.* Developer shall indemnify, save harmless and defend the City and its respective employees, officers, volunteers, and elected and appointed officials, from and against any and all liability, suits, actions, claims, demands, losses, costs, damages and expenses of every kind and description, including reasonable attorney costs and fees, for claims of any kind including liability and expenses in connection with the loss of life, personal injury or damage to property, or any of them brought (i) because of any Default or (ii) because of any injuries or damages received or sustained by any persons or property on account of or arising out of the construction and/or operations of the Project and the Property to the extent caused by the negligence or willful misconduct on Developer's part or on the part of its agents, contractors, subcontractors, invitees or employees, at any time. Prior to the Effective Date, Developer shall provide the City with evidence that Developer has in force such insurance policies and coverage in compliance with the City's requirements and other agreements as set forth on Exhibit E attached hereto sufficient to

cover its obligations under this section. This Section 6.c shall survive termination of this Agreement.

7. Termination. Except for the terms which expressly survive termination and provided no Default exists, this Agreement shall terminate upon the latest to occur of (i) the City's provision of the Tax Increment Grant in accordance with this Agreement, (ii) Developer's payment in full of all required PILOT Payments; and (iii) January 1, 2054.

8. Transfers; Assignment. Prior to Permanent Financing Closing, Developer shall not, directly or indirectly, sell, assign, transfer, convey, mortgage or encumber the Property or a portion or transfer/assign any rights under this Agreement unless it first obtains the prior written consent of the City, which consent shall not be unreasonably withheld, conditioned or delayed; provided, however, that if no Default exists, (i) Developer may transfer the Property to an entity controlled by or under common control with Developer without such consent without releasing Developer's liabilities hereunder upon (A) reasonable prior written notice to the City and (B) such transferee executing a joinder to this Agreement which is acceptable to the City, (ii) Developer may grant mortgages of the Property and collateral assignments of this Agreement to Third-Party Sources, provided such mortgages are recorded after the Memorandum, (iii) Developer may transfer equity interests in Developer to one or more parties in connection with Developer's closing of the Tax Credit Equity, upon reasonable prior written notice to the City; (iv) the Investor Member of Developer may remove the managing member of Developer in accordance with Developer's organizational documents or transfer any Investor Member interest in Developer; (v) Developer may collaterally assign this Agreement to one or more lenders providing financing for the Project; (vi) Developer may enter into leases for the Project in the ordinary course of business; and (vii) Developer may grant easements in connection with its construction and operation of the Project. From and after Permanent Financing Closing, no such City consent shall be required. Notwithstanding the foregoing, no consent shall be required for a transfer of the Property pursuant to any foreclosure proceedings or a transfer by deed (or other instrument of conveyance) in lieu of any such foreclosure to any Mortgage Lender, or thereafter by such Mortgage Lender to a third party; provided, however, that any such transferee shall take the Property subject to this Agreement as memorialized by the Memorandum.

9. Force Majeure. For the purposes of any provisions of the Agreement, a party shall not be considered in breach or default of its obligations in the event of delay in the performance of such obligations to the extent due to a Force Majeure event. As used herein, "Force Majeure" means any event that (i) is beyond the reasonable control of the affected party, (ii) is not caused by the intentional misconduct, gross negligence, or recklessness of the affected party, and (iii) cannot be avoided by the exercise of due diligence by the affected party, including the expenditure of a commercially reasonable sum of money. Subject to the satisfaction of the conditions set forth in clauses (i) through (iii) of the foregoing definition, Force Majeure shall include, without limitation: (A) strikes or other labor conflicts that are not motivated by the breach of any other contract on the part of the affected party, strikes or other labor disputes that cause the delay of any major equipment supplied by a third party, a lockout, industrial dispute or disturbance; (B) civil disturbance, an act of a public enemy, war (whether or not declared), a riot, blockage, insurrections, terrorism, uprisings, sabotage and commercial embargoes against the United States of America (or against any other country if it impacts the delivery of any major equipment supplied by a third party); (C) an epidemic or pandemic; (D) natural phenomena such as hurricane, tornado, landslide,

lightning, windstorm, earthquake, explosion, storm, flood; (E) fires, (F) inability to obtain or a delay in obtaining easements, rights-of-way or permits (provided such delay or inability was not caused by the party claiming Force Majeure); (G) acts, failures to act or orders of any kind of any governmental authority acting in its regulatory or judicial capacity (provided that the party claiming Force Majeure did not create or contribute to such act, failure or act or order); (H) the inability of any of the parties hereto, despite having exercised its commercially reasonable efforts, to obtain in a diligent and proper manner any permits necessary for such party's compliance with its obligations under this Agreement; (I) transport accidents, whether they be maritime, rail, land or air; (J) equipment failure or equipment damage (provided such failure or damage was not caused by the intentional misconduct, gross negligence, or recklessness of the party claiming Force Majeure); and (K) a material change in law or any other cause, whether enumerated herein or otherwise, not within the control of the party claiming Force Majeure, which precludes that party from carrying out, in whole or in part, its obligations under this Agreement. Force Majeure with respect to a party shall not include any of the following events: (1) financial difficulties of such party; (2) changes in market conditions affecting such party; or (3) delay in the compliance by any contractor or subcontractor of such party, except where such delay under (1), (2) or (3) is caused by circumstances which would otherwise constitute Force Majeure under this Agreement if such party were the affected person.

10. Miscellaneous.

a. Assignment. Developer shall not have the right to assign this Agreement to any other party without the prior written consent of the City prior to Project Completion, which consent may be withheld in the City's reasonable discretion, except for any assignment that is explicitly allowed by this Agreement without the consent of the City. Following the Project Completion, Developer shall have the right to assign this Agreement to any other party without the prior written consent of the City provided that the assignee has accepted all rights duties and obligations of the Developer under this Agreement. The provisions of this Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties and shall run with the land.

b. Recording. Recording of this Agreement is prohibited except for the recording of the Memorandum.

c. Notices. All notices hereunder must be in writing and must be sent by either (i) United States registered or certified mail (postage prepaid), or (ii) by an independent overnight courier service, addressed to the addresses specified below:

Notices to Developer:

700 Grand Apartments, LLC
c/o Commonwealth Development
Corporation of America
24 S. Brooke Street
Fond Du Lac, WI, Wisconsin 54935
Attn: Dan Kroetz

with a copy to:

Reinhart Boerner Van Deuren s.c.
1000 N. Water Street, Suite 1700
Milwaukee, WI 53202
Attn: William R. Cummings

Notices to the City:

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

with a copy to:

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

Notices given by mail are deemed delivered within (3) three business days after the party sending the notice deposits the notice in the United States Post Office. Notices delivered by courier are deemed delivered on the next business day after the party delivering the notice timely deposits the Notice with the courier for overnight (next day) delivery.

d. No Personal Liability. Under no circumstances shall any alderperson, council member, officer, official, director, attorney, employee or agent of the City have any personal liability arising out of this Agreement, and no party shall seek or claim any such personal liability.

e. Waiver; Amendment. No waiver, amendment, or variation in the terms of this Agreement shall be valid unless in writing and signed by the City and Developer, and then only to the extent specifically set forth in writing. Nothing contained in this Agreement is intended to or has the effect of releasing Developer from compliance with all applicable laws, rules, regulations and ordinances in addition to compliance with all terms, conditions and covenants contained in this Agreement.

f. Entire Agreement. This Agreement and the documents executed pursuant to this Agreement contain the entire understanding of the parties with respect to the subject matter hereof. There are no restrictions, promises, warranties, covenants or undertakings other than those expressly set forth in this Agreement and the documents executed in connection with this Agreement. This Agreement and the documents executed in connection herewith supersede all prior negotiations, agreements and undertakings between the parties with respect to the subject matter hereof.

g. No Third-Party Beneficiaries. This Agreement is intended solely for the benefit of Developer and the City, and no third party (other than successors and permitted assigns) shall have any rights or interest in any provision of this Agreement, or as a result of any

action or inaction of the City in connection therewith. Without limiting the foregoing, no approvals given pursuant to this Agreement by Developer or the City, or any person acting on behalf of any of them, shall be available for use by any contractor or other person in any dispute relating to construction of the Project.

h. Severability. If any covenant, condition, provision, term or agreement of this Agreement is, to any extent, held invalid or unenforceable, the remaining portion thereof and all other covenants, conditions, provisions, terms, and agreements of this Agreement will not be affected by such holding, and will remain valid and in force to the fullest extent by law.

i. Governing Law. This Agreement is governed by, and must be interpreted under, the internal laws of the State of Wisconsin. Any suit arising or relating to this Agreement must be brought in Marathon County, Wisconsin.

j. Time is of the Essence. Time is of the essence with respect to this performance of every provision of this Agreement in which time of performance is a factor.

k. Relationship of Parties. This Agreement does not create the relationship of principal and agent, or of partnership, joint venture, or of any association or relationship between the City and Developer.

l. Captions and Interpretation. The captions of the articles and sections of this Agreement are to assist the parties in reading this Agreement and are not a part of the terms of this Agreement. Whenever required by the context of this Agreement, the singular includes the plural and the plural includes the singular.

m. Counterparts/Electronic Signature. This Agreement may be executed in several counterparts, each of which shall be deemed an original but all of which counterparts collectively shall constitute one instrument representing the agreement among the parties. The exchange of copies of this Agreement and of signature pages hereto by electronic mail, or other electronic transmission of a scanned document, shall constitute effective execution and delivery of this Agreement as to the parties hereto and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by electronic transmission of a scanned document (including, without limitation, documents in DocuSign, AdobeSign or Adobe PDF format) shall be effective as delivery of a manually executed document and shall be deemed to be their original signatures for all purposes in connection with this Agreement.

11. Joint and Several Obligations. If Developer consists of more than one entity, each such entity shall be jointly and severally liable for the payment and performance of all obligations of Developer under this Agreement and the City may bring suit against each such entity, jointly or severally, or against any one or more of them.

12. Planning Option. The parties agree that this Agreement is the only agreement between the City and Developer relating to the sale/purchase and redevelopment of the Property. To the extent not already terminated or expired, the parties agree that the Planning Option between the City and Commonwealth Real Estate Acquisitions, LLC, a Wisconsin limited liability company

(“Commonwealth”), dated as of November 15, 2022 (as amended to date, the “Planning Option”) is terminated and of no further effect. The City’s obligations under this Agreement are further conditioned upon Developer providing the City with a written acknowledgment from Commonwealth that the Planning Option is terminated and of no further effect.

[SIGNATURE PAGE FOLLOWS]

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

DEVELOPER:

700 GRAND APARTMENTS, LLC,
a Wisconsin limited liability company

By: 700 Grand Apartments MM, LLC,
Managing Member

By: Commonwealth Holdings III, LLC.
Member

By: _____
Kristi Morgan, Manager

THE CITY

CITY OF WAUSAU

By: _____
Doug Diny, Mayor

Attest: _____
Kaitlyn Bernarde, Clerk

*Signature Page to
Purchase and Development Agreement
(700 Grand Ave)*

Schedule A

MORTGAGE LENDERS

[Attached.]

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

PARCEL I:

LOT ONE (1) OF ASSESSOR'S PLAT NUMBER FIVE TO THE CITY OF WAUSAU, MARATHON COUNTY, WISCONSIN; EXCEPTING THEREFROM THAT PORTION OF LAND CONVEYED IN INSTRUMENT RECORDED MAY 02, 2005 AS DOCUMENT NO. 1408227.

TAX PARCEL NO. 291-2907-363-0031

PARCEL II:

LOT TWO (2) OF ASSESSOR'S PLAT NUMBER FIVE TO THE CITY OF WAUSAU, MARATHON COUNTY, WISCONSIN; EXCEPTING THE SOUTHERLY FIFTY-TWO (52) FEET THEREOF.

TAX PARCEL NO. 291-2907-363-0032

PARCEL III:

LOT THREE (3) OF ASSESSOR'S PLAT NUMBER FIVE TO THE CITY OF WAUSAU, MARATHON COUNTY, WISCONSIN.

TAX PARCEL NO. 291-2907-363-0033

PARCEL IV

LOT FOUR (4) OF ASSESSOR'S PLAT NUMBER FIVE (5) TO THE CITY OF WAUSAU, MARATHON COUNTY, WISCONSIN.

TAX PARCEL NO. 291-2907-363-0034

PARCEL V:

THE SOUTHERLY FIFTY-TWO (52) FEET OF LOT TWO (2) OF ASSESSOR'S PLAT NUMBER FIVE TO THE CITY OF WAUSAU, MARATHON COUNTY, WISCONSIN.

TAX PARCEL NO. 291-2907-363-0035:

EXHIBIT B

PROJECT COST BREAKDOWN

[Attached.]

EXHIBIT C

FORM OF RECORDABLE SHORT FORM MEMORANDUM

[Attached.]

**MEMORANDUM OF
DEVELOPMENT AGREEMENT
(700 Grand Ave)**

Document Number

Document Name

THIS MEMORANDUM OF DEVELOPMENT AGREEMENT (700 Grand Ave) (this “Memorandum”) is made and entered into as of [REDACTED], 202[REDACTED] **INTD: TO BE DATED AND RECORDED THE DATE OF THE TRANSFER OF THE PROPERTY FROM THE CITY TO DEVELOPER**, by and between the **CITY OF WAUSAU**, a Wisconsin municipal corporation located at 407 Grant Street, Wausau, WI 54403 (the “City”), and **700 GRAND APARTMENTS, LLC**, a Wisconsin limited liability company, with an address of c/o Commonwealth Development, Corporation of America, 24 S. Brooke Street, Fond Du Lac, WI, Wisconsin 54935 (“Developer” and, together with the City, the “Parties”).

WHEREAS, the Parties entered into that certain Purchase and Development Agreement (700 Grand Ave) dated as of [REDACTED], 2025 (as may be amended from time to time, the “Development Agreement”), with respect to that certain property described on Exhibit A attached hereto (the “Property”); and

WHEREAS, on even date herewith, Developer purchased the Property from the City pursuant to the terms of the Development Agreement; and

WHEREAS, the Parties desire to place this Memorandum of record in the real estate records for Marathon County, Wisconsin to provide notice to third parties of the Development Agreement.

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

1. Development Agreement.

a. Notice is hereby given that the Parties have entered into the Development Agreement affecting the Property. Until termination of the Development Agreement, the Development Agreement runs with the Property and is binding upon, benefits and burdens the Property, Developer and any subsequent owner and/or mortgagee of all or any portion of the Property and each of their successors and assigns. The Development Agreement imposes certain obligations, liabilities and restrictions on the owners and/or mortgagees of all or any portion of the Property.

Recording Area

Name and Return Address

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

See Exhibit A attached

Parcel Identification Number (PIN)

This is not homestead property.

b. The term of the Development Agreement commenced as of the effective date of the Development Agreement and terminates as provided therein.

c. The Development Agreement contains certain rights of the City to require the Developer to transfer the Property back to the City if certain conditions are not satisfied, as set forth in the Development Agreement.

d. The Development Agreement contains certain rights of the City to receive a payment in lieu of taxes in the event the Property, or any part of it, becomes exempt or partially exempt from general property taxes during the term of the Development Agreement, as set forth in the Development Agreement.

2. Miscellaneous.

a. The terms, conditions and other provisions of the Development Agreement are set forth in the Development Agreement, express reference to which is made for greater particularity as to the terms, conditions and provisions thereof. A copy of the Development Agreement is available upon request from the City at the offices of the City Clerk.

b. This Memorandum is not a complete summary of the Development Agreement. Provisions in this Memorandum shall not be used to interpret the provisions of the Development Agreement. In the event of conflict between this Memorandum and the unrecorded Development Agreement, the unrecorded Development Agreement shall control.

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

[Signature pages follow.]

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

DEVELOPER:

700 GRAND APARTMENTS, LLC,
a Wisconsin limited liability company

By: 700 Grand Apartments MM, LLC,
a Wisconsin limited liability company
Managing Member

By: Commonwealth Holdings III, LLC,
a Wisconsin limited liability company
Member

By: [EXHIBIT - NOT FOR SIGNATURE]

Name: _____

Title: _____

[illegible]

Personally came before me this _____ day of _____, 20_____, _____, to me known to be the person who executed the foregoing instrument and to me known to be the _____ of Commonwealth Holdings III, LLC, a Wisconsin limited liability company, the Member of 700 Grand Apartments MM, LLC, a Wisconsin limited liability company, the Managing Member of 700 Grand Apartments, LLC, a Wisconsin limited liability company, and acknowledged that they executed the foregoing instrument as such authorized representative of said entity and with its authority.

Print Name: _____

Notary Public, State of Wisconsin

My commission:

THE CITY OF WAUSAU, WISCONSIN

Attest:

QB\95075760.1

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

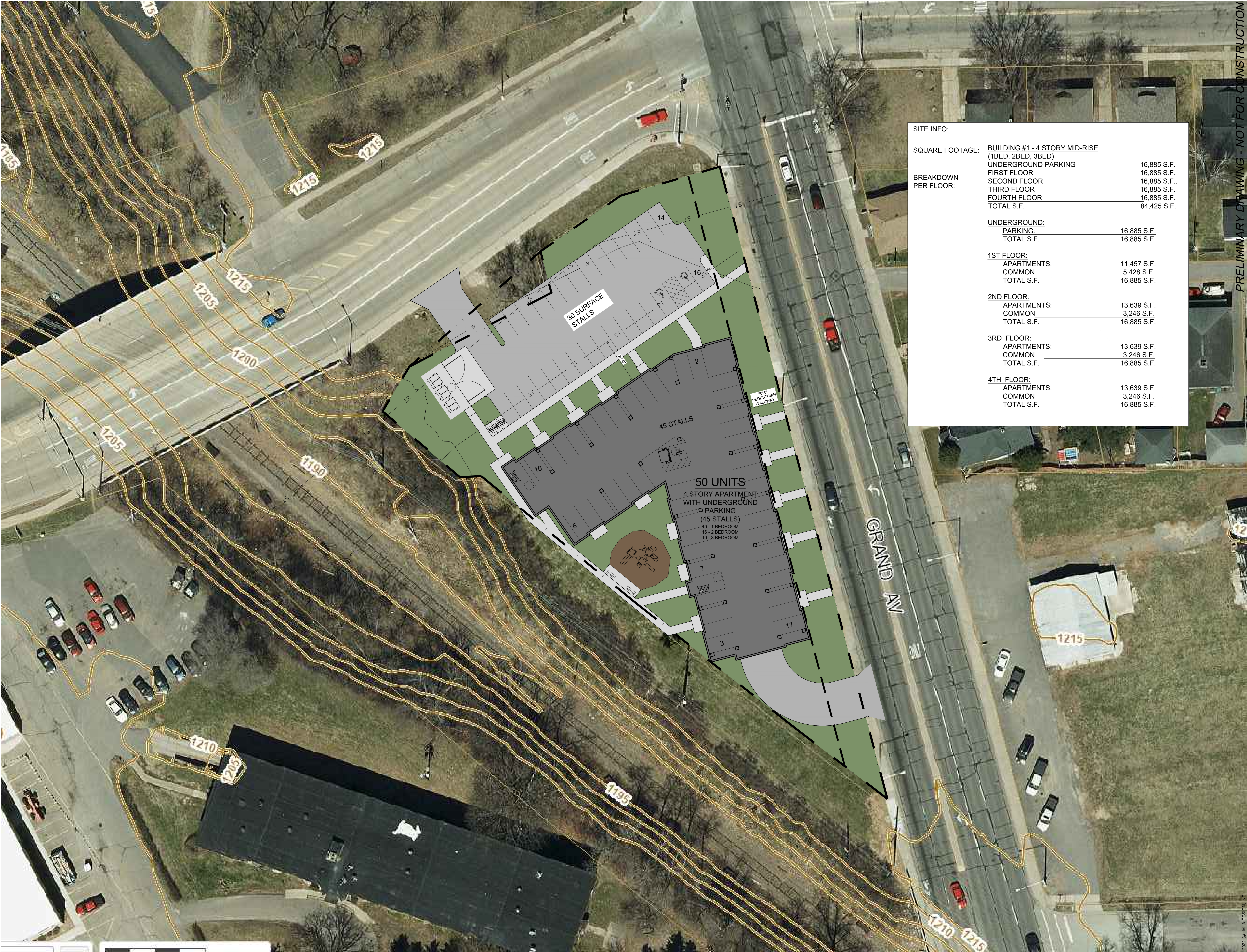
[TO BE INSERTED.]

Tax Parcel ID Numbers: 291-2907-363-0031; 291-2907-363-0032; 291-2907-363-0033; 291-2907-363-0034; and 291-2907-363-0035

EXHIBIT D

PRELIMINARY SITE PLAN OF THE PROJECT

[Attached.]



SITE INFO:	
SQUARE FOOTAGE:	BUILDING #1 - 4 STORY MID-RISE (1BED, 2BED, 3BED)
	UNDERGROUND PARKING
BREAKDOWN PER FLOOR:	FIRST FLOOR
	SECOND FLOOR
	THIRD FLOOR
	FOURTH FLOOR
	TOTAL S.F.
UNDERGROUND:	
PARKING:	
TOTAL S.F.	
1ST FLOOR:	
APARTMENTS:	
COMMON	
TOTAL S.F.	
2ND FLOOR:	
APARTMENTS:	
COMMON	
TOTAL S.F.	
3RD FLOOR:	
APARTMENTS:	
COMMON	
TOTAL S.F.	
4TH FLOOR:	
APARTMENTS:	
COMMON	
TOTAL S.F.	

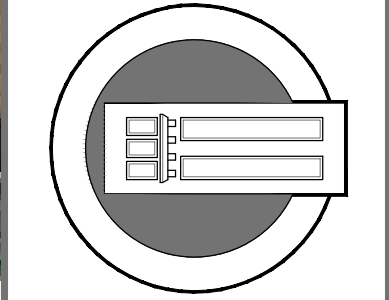
PRELIMINARY
SHEET DATES:

M+A DESIGN, INC.

24 SOUTH BROOKE STREET
FOND DU LAC, WISCONSIN 54937
lpetrie@madesigninc.net (920) 922-8170

COMMONWEALTH COMPANIES

24 SOUTH BROOKE STREET
FOND DU LAC, WISCONSIN 54935
(920) 922-8170 FAX: (920) 922-8171



700 GRAND

700 GRAND AVE.
WAUSAU, WI

JOB NUMBER:
2022.44

SHEET
C1.3

EXHIBIT E

CITY'S INSURANCE REQUIREMENTS

The Developer/Contractor shall not commence work until proof of insurance required has been provided in writing to the applicable department.

Developer/Contractor shall procure and maintain, during the term of this Contract, and for such length of time as is specified, if any, in the agreement or listed below, whichever is longer, insurance coverage in the following amounts and types:

- (a) Professional Liability – if project includes the use of engineers, architects, or other professionals, the below coverage and limits apply:
 - (1) Limits
 - (i.) \$1,000,000 each claim
 - (ii.) \$1,000,000 annual aggregate
 - (2) Must continue coverage for 2 years after final acceptance of service/job/work.
- (b) Commercial General Liability Coverage at least as broad as Insurance Services Office Commercial General Liability Form CG 00 01, including coverage for Products Liability, Completed Operations, Contractual Liability, and Explosion, Collapse, Underground coverage with the following minimum limits and coverage:
 - (i.) \$1,000,000 each Occurrence limit
 - (ii.) \$1,000,000 Personal and Advertising Injury limit
 - (iii.) \$2,000,000 general aggregate (other than Products-Completed Operations) per project
 - (iv.) \$2,000,000 Products-Completed Operations aggregate
 - (v.) \$50,000 Fire Damage limit – any one fire
 - (vi.) \$5,000 Medical Expense limit – any one person
 - (vii.) Products-Completed Operations coverage must be carried for two years after final acceptance of work.
- (c) Automobile Liability Coverage at least as broad as Insurance Services Office Business Automobile Form, with minimum limits of \$1,000,000 combined single limit per accident for Bodily Injury and Property Damage, provided on a Symbol #1 – “Any Auto” basis.
- (d) Worker's Compensation and Employer's Liability if required by Wisconsin State Statute or any Worker's Compensation Statutes of a different state. Must carry coverage for Statutory Worker's Compensation and an Employer's Liability with limits of:
 - (i.) \$100,000 Each Accident,
 - (ii.) \$500,000 Disease-Policy Limit
 - (iii.) \$100,000 Disease-Each Employee
 - (iv.) Employer's Liability limits must be sufficient to meet umbrella liability insurance requirements.
- (e) Umbrella Liability Coverage at least as broad as the underlying Commercial General Liability, Automobile Liability, and Employer's Liability, with a minimum limit of \$2,000,000 each occurrence and \$2,000,000 aggregate, and a maximum self-insured retention of \$25,000. The umbrella must be primary and non-contributory to any insurance or self-insurance carried by City. Products – Completed Operations coverage must be carried for a minimum of three years after acceptance of completed work.
- (f) Installation Floater/Developer's Equipment or Property – The contractor is responsible for loss and coverage for these exposures. City will not assume responsibility for loss, including loss of use, for damage to property, materials, tools, equipment, and items of a similar nature which are being either used in the work being performed by the contractor or its subcontractors or are to be built, installed, or erected by the contractor or its subcontractors. This includes but is not limited to property owned,

leased, rented, borrowed, or otherwise in the care, custody or control of the contractor or sub-contractor of any tier.

(f) Applicable Requirements and Provisions for Liability Insurance of Developers/Sub-Contractors

- (i.) Primary and Non-contributory requirement - All insurance must be primary and non-contributory to any insurance or self-insurance carried by City.
- (ii.) Acceptability of Insurers - Insurance is to be placed with insurers who have an A.M. Best rating of no less than A- and a Financial Size Category rating of no less than Class VII, and who are authorized as an admitted insurance company in the State of Wisconsin.
- (iii.) Additional Insured Requirements - The following must be named as additional insureds on all liability policies: City of Wausau, and its officers, council members, agents, employees and authorized volunteers. On the Commercial General Liability Policy, the additional insured coverage must be ISO form CG 20 10 07 04 and also include Products – Completed Operations additional insured coverage per ISO form CG 20 37 07 04 or their equivalents for a minimum of 2 years after acceptance of work. This does not apply to Worker's Compensation policies or Professional Liability policy.
- (iv.) Waivers of Subrogation – All developer and subcontractor liability, workers compensation, and property policies, as required herein, must be endorsed with a waiver of subrogation in favor of the City of Wausau, its officers, elected or appointed officials, agents, employees, and authorized volunteers.
- (v.) Deductibles and Self-Insured Retentions - Any deductible or self-insured retention in the developer's policy must be declared to the City of Wausau and satisfied by the contractor.
- (vi.) Evidence of Insurance - Prior to execution of the Agreement, the Developer shall file with the City a certificate of insurance (Acord Form or equivalent for all coverages) signed by the insurer's representative evidencing the coverage required by this Contract. In addition, form CG 20 10 07 04 for ongoing work exposure and form CG 20 37 07 04 for products-completed operations exposure must also be provided or its equivalent on the Commercial General Liability coverage.
- (vii.) Limits and Coverage – The insurance requirements under this Agreement shall be the greater of the minimum limits and coverage specified herein, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits. No representation is made that the minimum insurance requirements stated hereinabove are sufficient to cover the obligations of Developer under this Agreement.
- (VIII.) Cancellation/Non-Renewal – No policy of insurance required to be maintained hereunder shall be cancelled, non-renewed, or voided without 30 days' prior written notice to the City of Wausau, except where cancellation is due to the non-payment of premiums, in which event, 10 days' prior written notice shall be provided.

EXHIBIT F

DRAFT CERTIFIED SURVEY MAP

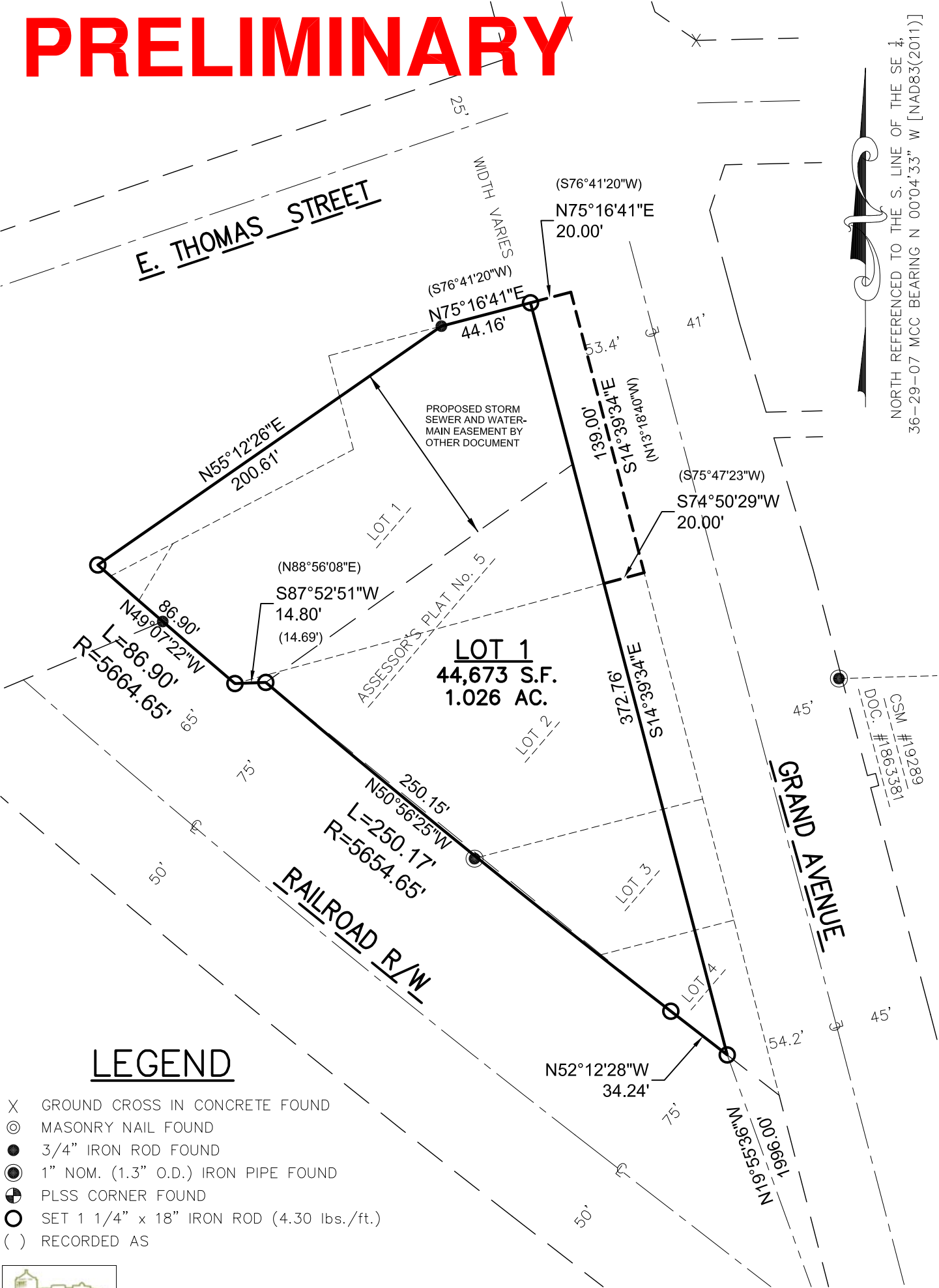
[Attached.]

CERTIFIED SURVEY MAP

PART OF LOTS 1, 2, 3, AND 4, ASSESSOR'S PLAT NUMBER FIVE TO THE CITY OF WAUSAU,
AND PART OF GOVERNMENT LOT 2, SECTION 36, TOWNSHIP 29 NORTH, RANGE 7 EAST,
CITY OF WAUSAU, MARATHON COUNTY, WISCONSIN.

FOR
CITY OF WAUSAU

PRELIMINARY



NORTH REFERENCED TO THE S. LINE OF THE SE 1/4,
36-29-07 MCC BEARING N 00°04'33" W [NAD83(2011)]

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

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

Approving the Vacating and Discontinuing Certain Right-of-Way along East Thomas Street Abutting a Portion of 700 Grand Avenue and Vacating a Portion of Right-of-Way Formerly Known as 804-806 Grand Avenue, 810 Grand Avenue, 814 Grand Avenue and 816 Grand Avenue.

Committee Action: I&F Approved 5-0
Plan Commission Approved 4-2

Fiscal Impact: None

File Number: 24-0811

Date Introduced: March 25, 2025

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, pursuant to Section 66.1003(4) of the Wisconsin Statutes, the Common Council has heretofore initiated proceedings on August 19, 2024 at a regular meeting of the Common Council to vacate and discontinue the following-described portion of street in the City of Wausau:

See attached for legal description

WHEREAS, the above legally described right-of-way is further depicted on Exhibit 1 attached hereto; and

WHEREAS, a public hearing on the passage of the August 19, 2024 resolution was set by the Common Council for 5:15 p.m. in the Council Chambers of City Hall, Wausau, Wisconsin, on the 10th day of October, 2024, written notice of such meeting was duly served on the owners of all of the frontage of the lots and lands abutting upon the portion of street sought to be discontinued as provided by law, and notice was published in the newspaper as provided by law; and

WHEREAS, a public hearing was duly held pursuant to said notice at the time and place therefor affixed and all persons so served and interested were then and there given an opportunity to be heard; and

WHEREAS, a proper notice of the pendency of said petition for vacation and discontinuance and map covering the proposed vacation was duly filed in the office of Register of Deeds for Marathon County, as required by the Wisconsin Statutes; and

WHEREAS, your Infrastructure and Facilities Committee, on October 10, 2024, after considering the matter, has recommended that the aforescribed portion of street be vacated and discontinued; and

WHEREAS, your Common Council, on October 22, 2024, found that the development of affordable housing at 700 Grand Avenue is desired and the loss of DOT reimbursement of \$468,065 will be made up over ten [sic-sixteen] years through property tax collections; and

WHEREAS, your Plan Commission, on November 26, 2024, after considering the matter, has recommended that the aforescribed portion of street be vacated and discontinued; and

WHEREAS, Wisconsin Public Service Corporation has requested that they be granted easement and ingress and egress rights over, across and under the portion of street for the purpose of installing, maintaining, inspecting, repairing, and/or replacing any of their utilities; and

WHEREAS, Frontier North, Inc. may request that they be granted easement and ingress and egress rights over, across and under the portion of street for the purpose of installing, maintaining, inspecting, repairing, and/or replacing any of their utilities.

BE IT RESOLVED by the Common Council of the City of Wausau that it is hereby declared that since the public interest requires it, the herein described portion of street is hereby vacated and discontinued; provided, however, this resolution shall take effect and have validity only after the granting by the City to requesting utilities of any and all permanent easement and ingress and egress rights deemed necessary by them.

BE IT FURTHER RESOLVED the City of Wausau shall retain easement and ingress and egress rights over, across and under the portion of street being vacated for the purpose of installing, maintaining, inspecting, repairing and/or replacing any of their utilities, and systems such as storm sewer.

BE IT FURTHER RESOLVED that the proper City officials are hereby authorized and directed to execute an easement to Wisconsin Public Service Corporation and Frontier North, Inc., if they wish, approved by the City Attorney, granting all necessary easement and ingress and egress rights, all within and/or over the portion of street to be vacated, and that these entities shall have until April 30, 2025, to get these easements recorded.

BE IT FURTHER RESOLVED, that the City Clerk, upon the recording of the above-referenced easements, but no earlier than April 30, 2025, shall record a certified copy of this resolution accompanied with a map showing the location of said vacated portion of street in the office of the Register of Deeds for Marathon County, and that the City Clerk shall notify the Engineering Department as to when this resolution has been recorded.

Approved:

Doug Diny, Mayor

**Grand Avenue
(804-810-814-816 Grand Ave.)**

A portion of the right-of-way laid out and established by the Relocation Order as part of Resolution No. 06-0915 approved by the Wausau Common Council on March 13, 2007, being part of Lots 2, 3, and 4, Assessor's Plat Number Five to the City of Wausau, Government Lot 2, Section 36, Township 29 North, Range 7 East, City of Wausau, Marathon County, Wisconsin, described as follows:

Commencing at the Southeast corner of said Section 36; thence S 89°34'37" W West, along the South line of the Southeast ¼ of said Section 36, 2645.84 feet to the South ¼ corner of said Section 36; thence N 19°55'36" W, 1996.00 feet to a point on the Southwesterly line of said Lot 4, the point of beginning;

Thence N 14°39'34" W, 233.61 feet to the Northerly line of said Lot 2; thence S 74°50'29" W, along said Northerly line, 183.34 feet to the Southwesterly line of said Lot 2; thence Southeasterly, along said Southwesterly line and along the Southwesterly lines of said Lots 3 and 4, to the point of beginning.

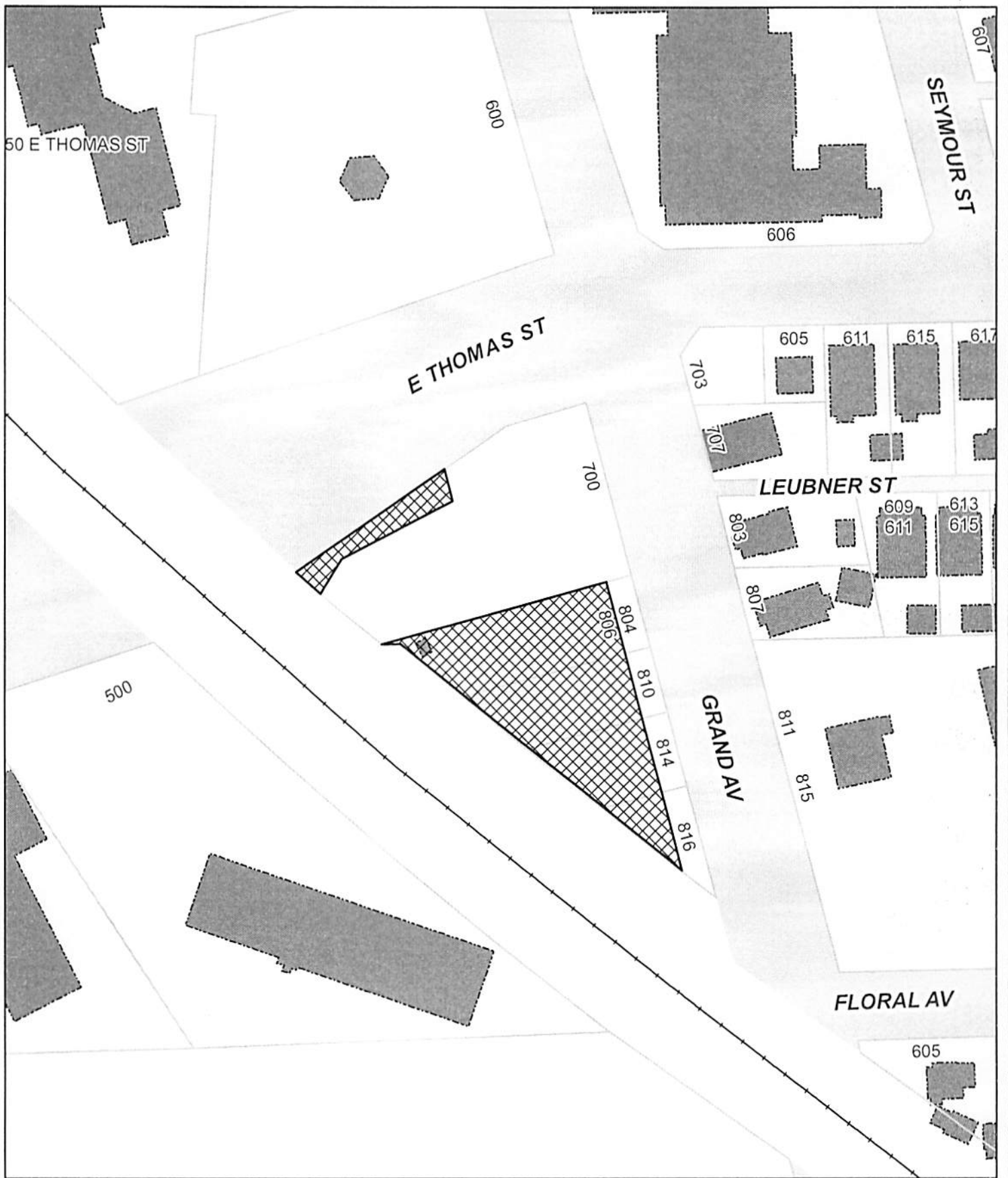
and also;

**E. Thomas Street
(700 Grand Ave.)**

A portion of the E. Thomas Street right-of-way in Government Lot 2, Section 36, Township 29 North, Range 7 East, City of Wausau, Marathon County, Wisconsin, described as follows:

Commencing at the Southeast corner of said Section 36; thence S 89°34'37" W West, along the south line of the Southeast ¼ of said Section 36, 2645.84 feet to the South ¼ corner of said Section 36; thence N 19°55'36" W, 1996.00 feet to a point on the Southwesterly line of said Lot 4; thence N 14°39'34" W, 372.76 feet to the Northerly line of said Lot 1; thence S 75°16'41" W, along said Northerly line, 44.16 feet to the Southerly right-of-way of E. Thomas Street as designated by R/W Project No. 9439-04-03 being part of Resolution No. 04-0108 approved by the Wausau Common Council on April 26, 2005 and recorded as Document No. 1408227 in the Office of Register of Deeds for Marathon County; thence S 55°12'26" W, along said Southerly right-of-way, 59.45 feet to the Westerly line of said Lot 1, the point of beginning;

Thence continuing S 55°12'26" W, 141.16 feet to the Northeasterly railroad right-of-way lying adjacent to said Lot 1; thence S 48°48'54" E, along said Northeasterly railroad right-of-way, 26.03 feet to the Southerly right-of-way of E. Thomas Street as designated by said R/W Project No. 9439-04-03; thence N 30°56'42" E, along said Southerly right-of-way, 31.95 feet to the Northerly line of said Lot 1; thence N 62°28'40" E, along said Northerly line, 97.56 feet to said Westerly line of Lot 1; thence N 14°43'19" W, along said Westerly line, 26.06 feet to said Southerly right-of-way of E. Thomas Street as defined by R/W Project No. 9439-04-03, the point of beginning;



0 25 50 100 Feet

Map Date: May 20, 2024

CITY OF WAUSAU

Marathon County, Wisconsin

Legend

- Existing Building
- Existing Right-of-Way
- Proposed ROW Vacation



INFRASTRUCTURE AND FACILITIES COMMITTEE

Date of Meeting: October 10, 2024, at 5:15 p.m. in the Council Chambers of City Hall.

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

Also Present: Allen Wesolowski, TJ Niksich, Andrew Lynch, Jillian Kurtzhals, Dustin Kraege, Lori Wunsch

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

Noting the presence of a quorum, at approximately 5:15 p.m. Chair Henke called the meeting to order.

Public Hearing: Vacating and discontinuing certain right-of-way along East Thomas Street abutting a portion of 700 Grand Avenue and vacating a portion of right-of-way formerly known as 804-806 Grand Avenue, 810 Grand Avenue, 814 Grand Avenue, and 816 Grand Avenue

No one came forward to offer public comment and the public hearing was closed.

Discussion and possible action on vacating and discontinuing certain right-of-way along East Thomas Street abutting a portion of 700 Grand Avenue and vacating a portion of right-of-way formerly known as 804-806 Grand Avenue, 810 Grand Avenue, 814 Grand Avenue, and 816 Grand Avenue

Martens is generally in favor of vacating this right-of-way. If the proposed development for this corner is moved to the south, we can maintain a 20' strip for the road reconstruction and still be able to get the housing development. He wants to see more affordable housing and wants to see that intersection reconstructed. He received an email from a constituent who would like to see enough space allocated so the intersection is more of a complete street with protected lanes for cyclists and pedestrians. Martens is in favor if we can reserve enough space for that intersection to be properly reconstructed while still maintaining the development of affordable housing.

Martens moved to approve the vacation. Larson seconded and the motion passed 5-0.

PLAN COMMISSION

Time and Date: The Plan Commission met on Tuesday, November 26, 2024, at 4:03 p.m. in the Common Council Chambers of Wausau City Hall.

Members Present: Mayor Doug Diny, Eric Lindman, Sarah Watson, Bruce Bohlken, George Bornemann, Lou Larson.

Staff Present: William Hebert, Brooke Mueller, Brad Lenz, Andrew Lynch, Randy Fifrick

Others Present: Tyler Sheeran (Vice President of Commonwealth Development), Dustin Vreeland (Vreeland Surveyor), Josh Sommerfeldt (M+A Design)

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

Mayor Doug Diny called the meeting to order at approximately 4:03 p.m. noting that a quorum was present.

Discussion and possible action on vacating and discontinuing certain right-of-way along East Thomas Street abutting a portion of 700 Grand Avenue and vacating a portion of right-of-way formerly known as 804/806 Grand Avenue, 810 Grand Avenue, 814 Grand Avenue, and 816 Grand Avenue (I&F)

Eric Lindman stated that he will be voting against this, because there is not a developer agreement approved by the City Council. Lindman also stated the site has many challenges from an engineering standpoint, because of the ingress and egress challenges we are facing even after the design and plans shifted south.

Lenz stated that this item came from I&F who voted unanimously in favor of it, 5-0. When this comes to City Council, they will receive the two recommending votes from two committees: I&F and Plan Commission. The Council will have the final vote.

Bornemann asked if this needs to be approved at this time or can it be held with this Commission.

Randy Fifrick stated that this was being brought forward at this time in order to develop a concise legal description for the development agreement. When the Request for Proposal (RFP) for this project was sent out, it was with the intention to reserve 20 feet of right-of-way for Grand Ave or for any future infrastructures needed along that stretch. Also from previous meetings, similar motions have been brought forth. For instance, the DOT reimbursement from part of this parcel was already acted on by the Council. This current item is a part of that process. However, this can be held; it would require some coordination with Plan Commission and Economic Development and Finance.

Lindman stated that there are some back and forth with the DOT's planning on Grand Ave. Lindman mentioned that he would like to see it come together. However, he is concerned that if the City vacates now but somehow the project doesn't come forward, then it results with us relinquishing our ability of not getting reimbursed for the cost of that property from the DOT.

Lindman understood that it was previously approved by the Council for the DOT project, but DOT is very clear that if the project does not go forward, any work like vacating this right-of-way will relinquish our ability to recoup any costs.

Fifrick stated upon Lindman's concerns on vacating that he spoke with the City Attorney that we can wait and bring this back.

Lindman asked if there is a time constraint for this to be bought back.

Lenz stated that it could be tabled and brought back at a certain time, or it could be voted on now and held off on sending it to Council until the developer agreement goes to Council; However, we won't have a clear or set date for this to go to Council with this option.

Fifrick asked if there are any requirements or rules that we need a clear date to go to Council.

Lenz stated that he is not aware of any stipulations, and Mayor Diny concurred with Lenz's statement.

Mayor Diny asked is there any downsides of tabling it at Plan Commission.

Hebert stated this started at I&F, and now it's on Plan Commission agenda. It will still need to go to City Council regardless of holding it in Plan Commission.

Bornemann asked if we can amend the motion by adding that once a developer agreement is ready to go to Council then so can this item.

Lindman stated that we can do that. Mayor Diny also stated as the chairperson he can work with staff to hold onto it until it's ready for Council as well.

Motion to approve by Bornemann and seconded by Bohlken. Motion approved, 4-2.

FINANCE COMMITTEE

Date and Time: Tuesday, September 24, 2024, at 5:15 p.m., Council Chambers

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

Others Present: MaryAnne Groat, Ben Graham, Eric Lindman, Randy Fifrick

Noting the presence of a quorum Chairperson Martens called the meeting to order at 5:42 p.m.

Without objection, items were moved out of order from the agenda by direction of the Chair to ensure consideration before the Common Council meeting occurring that evening.

Discussion and possible action on vacation of right-of-way at 700 Grand Avenue for Commonwealth Development and releasing obligation of the DOT for reimbursing city for property purchase \$468,065

Martens stated that if the city were to take the reimbursement from the state the entire lot would be off the table for development. Martens stated that taxes generated by the development of the lot would cover the cost lost of reimbursement in perpetuity.

Gisselman questioned if any other surprises were expected with this development and provided the history of development in this lot.

Tierney stated the lost of reimbursement would be significant and shared concerns of traffic back-ups with the increased activity in a busy intersection.

McElhaney stated there was frustration on the situation of this right-of-way not being known sooner when the development was decided. It was stated that staff are working with the best information known at the time and stated that issues may not always be foreseen.

Gisselman questioned if the intersection would change in the future. It was stated there was talk about adding another left-hand-turn lane on Grand Avenue onto Thomas Street and that the development plans would allow for widening of the turning lane on Thomas Street.

Motion by Henke, seconded by Martens, to vacate the right-of-way at 700 Grand Avenue for Commonwealth Development. Motion carried 5-0.

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

RESOLUTION OF THE FINANCE COMMITTEE

Authorizing the vacation of right of way for Commonwealth development at 700 Grand Avenue and releasing the Wisconsin Department of Transportation from reimbursing the City for related land assembly costs.

Committee Action: Approved 3-2
 Approved 5-0

Fiscal Impact: \$468,065

File Number: 24-0906

Date Introduced: October 8, 2024

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: \$468,065</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, improvements to the Grand Avenue and Thomas Street intersection have been on the Wisconsin Department of Transportation project list for many years; and

WHEREAS, the city expended \$468,065 to purchase private property to increase the right of way and improve and expand traffic flow at the intersection with the understanding that the DOT would reimburse the city for these costs at the time of the intersection construction; and

WHEREAS, Commonwealth has proposed to redevelop the 700 Grand Avenue site for an affordable housing project that will provide housing to low to moderate income individuals and increase the city's tax base; and

WHEREAS, to accommodate the housing development the city will need to vacate right of way which will release the DOT from their reimbursement obligation of \$468,065; and

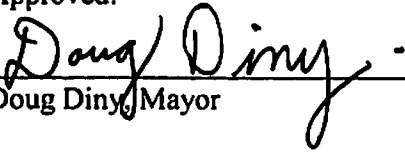
WHEREAS, your Finance Committee has considered and recommends the vacation of right of way for the Commonwealth project and releasing the DOT reimbursement obligation of \$468,065; and

WHEREAS, the Common Council at the recommendation of the Infrastructure and Facilities Committee established a public hearing of the vacation of right of way at the October 10, 2024, Infrastructure and Facilities Committee meeting.

NOW, THEREFORE, BE IT RESOLVED the Common Council of the City of Wausau finds that the development of affordable housing at 700 Grand Avenue is desired and that the loss the DOT reimbursement of \$468,065 will be made up over ten years through property tax collections; and

BE IT FURTHER RESOLVED the Common Council confirms the need for the proposed vacation of right of way public hearing at the October 10, 2024, meeting of the Infrastructure and Facilities Committee.

Approved:

 -

Doug Diny, Mayor