



OFFICIAL NOTICE AND AGENDA

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

Meeting of the:	COMMON COUNCIL OF THE CITY OF WAUSAU
Date/Time:	Tuesday, May 10, 2022 at 6:30 p.m.
Location:	City Hall (407 Grant Street, Wausau WI 54403) - Council Chambers
Members:	Carol Lukens, Michael Martens, Tom Kilian, Doug Diny, Gary Gisselman, Becky McElhaney, Lisa Rasmussen, Sarah Watson, Dawn Herbst, Lou Larson, Chad Henke

Call to Order

Pledge of Allegiance / Roll Call / Proclamations

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

File #	CMT	Consent Agenda	ACT
22-0401	COUN	Minutes of previous meeting (4/19/22 & 4/26/22)	Place on file
19-0304	ED	Resolution Approving First Amendment to Lease Agreement Between City of Wausau and Briq's Soft Serve LLC	Approved 5-0
18-0913	FIN & WWW	Resolution Declaring Authorized Representative to File Applications for Financial Assistance from State of Wisconsin Environmental Improvement Fund	Approved 5-0 Approved 4-0
22-0510	FIN & WWW	Resolution Declaring Official Intent to Reimburse Expenditures from Proceeds of Borrowing	Approved 5-0 Approved 4-0
22-0506	PLAN	Ordinance Rezoning 915 North 6th Street from TF-10, Two Flat Residential-10 Zoning District to NMU, Neighborhood Mixed-Use Zoning District.	Approved 6-0
22-0508	PH&S	Resolution Urging state legislators to amend Wis. Stat. §125.17 to create a second tier of operator's licenses or alternatively permit municipalities to place a restriction on the issuance of certain operator's licenses that would limit sales to those at Class "A" and "Class A" establishments only, recognizing there is a distinction between businesses holding Class A licenses where alcohol beverage sales occur for off premise consumption only and businesses holding Class B licenses where sales and consumption occur on premises, such as bars, taverns and restaurants	Approved 5-0
22-0108	PH&S	Resolution Approving or Denying Various Licenses as Indicated	Approved 5-0
File #	CMT	Resolutions and Ordinances	ACT
22-0503		Mayor's Appointments	
22-0504	CISM	Ordinance Amending Section 10.20.080(a) designating no parking here to corner on the north side of Cedar Street between N. 3rd Avenue and N. 4th Avenue from a point 42 feet west of the crosswalk at N. 3rd Avenue back to N. 3rd Avenue, no parking on the north side of Cedar Street between N. 3rd Avenue and N. 4th Avenue from a point 76 feet west of the crosswalk at N. 3rd Avenue and extending west to N. 4th Avenue and amending Section 10.20.080(b) designating loading zone on the north side of Cedar Street beginning at a point 42 feet west of the crosswalk at N. 3rd Avenue and extending west 34 feet	Approved 4-1
20-0826	ED	Resolution Approving Second Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for Wausau East Riverfront	Approved 5-0
15-0708	ED	Resolution Approving Second Amendment to Development Agreement between City of Wausau and Riverlife Condos, LLC (Mitch Viegut)	Approved 5-0
19-0921	ED	Resolution Approving Second Amendment to the Development Agreement for the Wausau Center Mall redevelopment project with Greater Wausau Prosperity Partnership, LTD and Wausau Opportunity Zone, Inc. (WOZ)	Approved 4-1
22-0509	FIN	Resolution Authorizing City Officials to contract with FlashVote for one year of their Survey Tool	Approved 4-1
21-1109	FIN	Resolution Approving Modification of the 2022 Budget – General Fund uncompleted projects	Approved 5-0
22-0507	FIN	Resolution Approving an application for the City of Wausau to host a one-week Home Repair Workcamp in the summer of 2023 through Group Workcamps.	Approved 5-0
21-0517	FIN	Resolution Authorizing City Officials to Expand Ehlers Public Finance Advisors investment advisory services for Two Year Pilot Program	Approved 5-0
22-0505	PLAN	Ordinance Rezoning 180 East Wausau Avenue from HI, Heavy Industrial Zoning District to UMU, Urban Mixed-Use Zoning District.	Approved 6-0
		Suspend Rules 6(B) Filing and 12(A) Referral of Resolutions (2/3 vote required)	
79-1036	COUN	Resolution Terminating Redevelopment Agreement between Redevelopment Authority of the City of Wausau and Wausau Joint Venture	Pending
01-0725	COUN	Ordinance Amending Section 1.12.010 City wards and Section 1.12.015 Aldermanic districts	Pending
21-0413	FIN	Resolution Approving Waiver of Appraisal, Settlement Amount, Temporary Limited Easement and Payment Request for 7575 Bombardier Court	Pending
21-0413	FIN	Resolution Approving Waiver of Appraisal, Settlement Amount, Temporary Limited Easement and Payment Request for 7255 Stewart Avenue	Pending
21-0413	FIN	Resolution Approving Waiver of Appraisal, Settlement Amount, Temporary and Permanent Limited Easement and Payment Request for 400 S. 72nd Avenue	Pending
21-0413	FIN	Resolution Approving Waiver of Appraisal, Settlement Amount, Temporary and Permanent Limited Easement and Payment Request for 400 N. 72nd Avenue	Pending

21-0413	FIN	Resolution Approving Waiver of Appraisal, Settlement Amount, Temporary and Permanent Limited Easement and Payment Request for 7500 Stewart Avenue	Pending
21-0413	FIN	Resolution Approving Waiver of Appraisal, Settlement Amount, Temporary and Permanent Limited Easement and Payment Request for 720 S. 72nd Avenue	Pending
Public Comment & Suggestions			
Adjournment			

Signed by Becky McElhaney, Council President/Acting Mayor

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

This Notice was posted at City Hall and transmitted to the Daily Herald newsroom on 5/06/22 @ 5:00 PM. Questions regarding this agenda may be directed to the City Clerk.

In accordance with the requirements of Title II of the Americans with Disabilities Act of 1990 (ADA), the City of Wausau will not discriminate against qualified individuals with disabilities on the basis of disability in its services, programs or activities. If you need assistance or reasonable accommodations in participating in this meeting or event due to a disability as defined under the ADA, please call the ADA Coordinator at (715) 261-6590 or ADAServices@ci.wausau.wi.us to discuss your accessibility needs. We ask your request be provided a minimum of 72 hours before the scheduled event or meeting. If a request is made less than 72 hours before the event the City of Wausau will make a good faith effort to accommodate your request.

OFFICIAL PROCEEDINGS OF THE WAUSAU COMMON COUNCIL ORGANIZATIONAL MEETING

held on Tuesday, April 19, 2022, in Council Chambers, beginning at 6:30 p.m.,

Mayor Katie Rosenberg presiding.

Certification of Election was provided, and the Alderpersons were sworn in with the Oath of Office by City Clerk Kaitlyn Bernarde.

Roll Call

4/19/2022

Council Members 2022 - 2024

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

Suspend the Rules

4/19/2022

Motion by Watson, second by Larson to Suspend the Rules.

Yes Votes: 11 No Votes: 0 Result: PASS

02-0432 Amendment

4/19/2022

Motion by Diny, second by Kilian to amend the Council Rules - to state that an alderperson may not chair more than one Standing Committee.

Lou Larson commented there are 11 members of Council, 8 with experience, and 6 standing committees so there is no reason one person should have the burden of chairing two or three committees.

Lisa Rasmussen stated as one of the people who has had that multiple committee burden, she agreed the workload should be spread around, but it can be done without a rule change. She explained the current rules allow each committee to select their own chairperson and felt changing this rule will hamstring these committees if no one is willing to serve as chair.

Doug Diny did not feel only the experienced alderpersons should be chairing because he believed they were all fully qualified and perhaps this would force the issue to grow diversity of leadership.

Tom Kilian felt this amendment was more important than a simple committee election process because it would be a safeguard against undue influence on city policy. The committee can elect a chair within the context of this new rule. He believed they needed to look at how resolutions and ordinances end up before the Council and realize there is great importance of having diversity of chairs since the chair sets the agenda.

Rasmussen stated she did not know what undue influence a chair would on policy. The chair approves an agenda that is largely proposed by city staff and professionals for items they are working on and are ready for action and runs the meeting to maintain decorum. She stated there is no other influence or power that comes with a chairmanship or with being Council President, it is just more work. She reiterated this change limits the choices available to the committees. She felt if we don't like the outcome, we can go back to letting the mayor choose the chair, but that was changed to the committee because of a fear of the mayor having too much power.

Yes Votes: 4 No Votes: 7 Abstain: 0 Not Voting: 0 Result: FAIL

<u>District</u>	<u>Aldersperson</u>	<u>Vote</u>
1	Lukens, Carol	NO
2	Martens, Michael	NO
3	Kilian, Tom	YES

4	Diny, Doug	YES
5	Gissleman, Gary	NO
6	McElhaney, Becky	NO
7	Rasmussen, Lisa	NO
8	Watson, Sarah	NO
9	Herbst, Dawn	NO
10	Larson, Lou	YES
11	Henke, Chad	YES

02-0432 Amendment

4/19/2022

Motion by Watson, second by Diny to amend Council Rule 13(C) to add - two alderpersons may call for a Committee of the Whole and their request shall be placed on the agenda of the next regular meeting of the Council for consideration.

Tom Kilian moved that if a resolution/ordinance requires action from two standing committees, that it go instead to a Committee of the Whole because it excludes a couple of Council members. He felt this would result in increased efficiency and is a matter of inclusion. Seconded by Diny.

Rasmussen stated the purpose of a Committee of the Whole (COW) is for group training or for discussion of a matter of wide public interest where it does not fit another committee's mission. It is for learning, gathering information or conducting listening sessions. Each standing committee has a work list, but their work is rendered pointless if every time there is crossover, we have a COW. All items that are vetted in committee end up on the Council floor. She believed this would result in a host of unnecessary total group meetings.

Gisselman exited the meeting for County Board.

Rasmussen pointed out any member that does not sit on a particular committee but is interested or wishes to offer input on a decision is welcome to attend those meetings and speak. She stated the committee process is usurped by Committee of the Whole. Alderpersons that sit on committees gain experience and understanding on a deeper level through them.

Becky McElhaney commented in the case of HR Committee, almost everything that has budget implications also goes to Finance Committee. She stated if they take everything that goes to two committees, we will have COW meetings every week. She did not see that as an efficiency and everyone else is going to have to catch up quick on things they don't get packets for. This is a big change because a lot of things go through two committees.

Kilian gave examples of the Thomas Street environmental issues and 1300 Cleveland Avenue, in which he felt got stuck for months in an abortive committee process and ultimately had to go to a Committee of the Whole.

Discussion on the committee process continued.

Watson suggested changing the rule stating only the Coordinating Committee the Mayor or Council President may call a COW to allow more options for alderpersons to request one. If an alderperson wished to convene a COW for a specific issue that request could be brought to Council and voted on. Kilian and Diny agreed to withdraw their motion on the floor

Vote on Amendment

Yes Votes: 7 No Votes: 3 Abstain: 0 Not Voting: 1 Result: PASS

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

02-0432

4/19/2022

Motion by Rasmussen, second by Diny to adopt Ch. 2.16 Council Rules for 2022-2024 term, as amended on Council floor.

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

02-0433 Council Elections

4/19/2022

Council President

Lou Larson nominated Becky McElhaney

Dawn Herbst nominated Michael Martens

Nominations were closed and a vote was taken by secret ballot.

Becky McElhaney was elected as Council President on a vote of 7-3 for the 2022-2024 term.

Plan Commission (2/3 vote required)

Becky McElhaney nominated Sarah Watson. There were no other nominations, and a unanimous ballot was cast for Sarah Watson to the Plan Commission.

Wausau Water Works Commission (Simple majority)

Lisa Rasmussen nominated Dawn Herbst

Lou Larson nominated Doug Diny

Dawn Herbst was elected to the Wausau Water Works Commission on a vote of 6-4.

Mayor Rosenberg's welcoming comments to the new Council.

22-0403

4/19/2022

Communication: Mayor's Appointments to Standing Committees for 2022 – 2024

All Appointments can be viewed in the online packet

https://www.ci.wausau.wi.us/Portals/0/Departments/Council/Archives/Council/Council/2022/COUN_20220419_Packet.pdf

22-0403

4/19/2022

Motion by Rasmussen, second by Larson to confirm the Mayor's Appointments of Alderpersons to Non-Standing Committees.

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

All Appointments can be viewed in the online packet

https://www.ci.wausau.wi.us/Portals/0/Departments/Council/Archives/Council/Council/2022/COUN_20220419_Packet.pdf

22-0434

4/19/2022

Motion by Henke, second by Herbst adopt the Resolution of the Common Council Designating the Official Newspaper.

Doug Diny acknowledged the Daily Herald was their only legal option, but suggested they continue to look at other options for next term through an RFP.

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

22-0435

4/19/2022

Motion by Watson, second by Herbst to adopt the Resolution of the Common Council Designating Public Depositories.

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

Adjournment

Motion by Watson second by Herbst to adjourn the meeting. Motion carried unanimously. Meeting adjourned at 7:26 pm.

Katie Rosenberg, Mayor

Kaitlyn Bernarde, City Clerk

OFFICIAL PROCEEDINGS OF THE WAUSAU COMMON COUNCIL

held on Tuesday, April 26, 2022, in Council Chambers, beginning at 6:30 p.m.,
Mayor Katie Rosenberg presiding.

Roll Call

4/26/2022 6:37:48 PM

Roll Call indicated all 11 members present.

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

Proclamations

Mayor Rosenberg noted May 2022, as Aging and Disability Resource Center Month and as Mental Health Awareness Month; May 6, 2022, as Provider Appreciation Day; and April 28, 2022, as Workers Memorial Day.

Presentations: Policing Task Force Preliminary Recommendations

John Robinson, Chair of the Policing Task Force and Mayor Rosenberg presented a PowerPoint on the work of the task force and its preliminary recommendations. It can be viewed online: <https://www.youtube.com/watch?v=6o3soOzmWac>

These recommendations will be taken to a public hearing on May 18, 2022, after which they will re-evaluate the recommendations and develop a plan of action to present to the Council.

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

- 1) Amanda Ladecki, 616 Sumner St, Outreach Director with the Community Outreach Task Force, spoke on homelessness due to the lack of affordable housing and the housing shortage.
- 2) Sandy Kelch, 802 Augusta Ave, spoke regarding the root cause of homelessness and criminalizing homelessness.
- 3) Curt Deininger, 224125 Arrowhead Trl, Ringle, President of the Community Outreach Task Force Board of Directors, commented on homelessness and the problems associated with it.
- 4) Benjamin Ericksen, 2702 Merrill Ave, addressed the increasing complaints of business regarding the homelessness in the downtown and suggested an increase of CSO's.

Consent Agenda

4/26/2022 7:18:05 PM

Motion by Watson, second by Rasmussen to adopt all the items on the Consent Agenda as follows:

22-0401 Minutes of the previous meetings (4/12/2022)

22-0408 Initial Resolution of the Capital Improvements & Street Maintenance Committee Setting a public hearing regarding vacating and discontinuing a public walkway abutting 3317 Polzer Drive, 3311 Polzer Drive, 3312 Wildwood Lane and 3318 Wildwood Lane

12-0707 Ordinance of the Capital Improvements & Street Maintenance Committee Amending Section 10.10.020 Permitted deviations

12-0213 Joint Resolution of the Capital Improvements & Street Maintenance Committee and Plan Commission Accepting dedication of right-of-way for Timber Trail Drive

22-0206 Final Resolution of the Capital Improvements & Street Maintenance Committee and Plan Commission Vacating and discontinuing excess public right-of-way located on the east side of 17th Avenue, abutting the west property line of 1607 Chellis Street, the south property line of 1427 Lake Street, and a portion of the south property line of 1425 Lake Street.

21-0414 Resolution of the Public Health & Safety Committee Designating the Month of May, 2022, as "No Mow May" and suspending enforcement of W.M.C. §6.48.010 Mowing Required and §6.48.040 Penalty from May 1, 2022 through May 31, 2022.

Yes Votes: 11 No Votes: 0 Result: PASS

22-0403

4/26/2022 7:19:22 PM

Motion by Watson, second by Tom Kilian to confirm the Mayor's Appointments.

Chris Filz; - Bicycle & Pedestrian Advisory Committee; and John Kroll - Sustainability, Energy, and Environment Commission

Yes Votes: 11 No Votes: 0 Result: PASS

22-0407

4/26/2022 7:20:24 PM

Motion by Larson, second by Herbst to adopt the Resolution of the Capital Improvements & Street Maintenance Approving Detour Agreement with Wisconsin Department of Transportation

Yes Votes: 11 No Votes: 0 Result: PASS

21-1109

4/26/2022 7:20:46 PM

Motion by Diny, second by Rasmussen to adopt the Resolution of the Finance Committee Approving the Adoption of the Standard Allowance of Revenue Loss Pursuant to the American Rescue Plan Act of 2021, Coronavirus State and Local Fiscal Recovery Funds (SLFRF) Program.

Yes Votes: 11 No Votes: 0 Result: PASS

21-1109

4/26/2022 7:22:45 PM

Motion by Rasmussen, second by Watson to adopt the Resolution of the Finance Committee Approving and Adopting the Budget for American Rescue Plan Coronavirus State and Local Fiscal Recovery Fund Funded Projects. (LED Project)

Gary Gisselman requested the resolution be split into two separate resolutions for voting, one for the LED Project and one for the Skateboard Park Project). There was no objection to voting separately on the two projects.

Lou Larson agreed the city needs more lights but was disappointed that District 10 was left out because there is high crime in the area and areas without sidewalks or mid-block lighting. Tom Kilian questioned how the streets/areas for the lights were selected.

Eric Lindman explained this is for the city's street lighting that we own, operate, and maintain. There is also WPS lighting throughout the city that is not our responsibility. It was his understanding these are all the remaining existing lights the city owns that will be retrofitted to LED, not adding any new ones, just converting to LED. Rick Pergalski noted the metal polls are city owned and the wood poles on corner blocks are WPS owned, however WPS is slowly changing over to LED also.

Maryanne Groat pointed out the savings in energy the LED lights will provide as well as the maintenance savings that will help future budgets.

Yes Votes: 11 No Votes: 0 Result: PASS

21-1109

4/26/2022 7:31:05 PM

Motion by Rasmussen, second by Watson to adopt the Resolution Approving and Adopting the Budget for American Rescue Plan Coronavirus State and Local Fiscal Recovery Fund Funded Projects. (Skateboard Park Project)

Gary Gisselman stated although he supports a skateboard park, he felt there were other urgent needs in the community, such as public restrooms downtown. He believed the City Council needs to be diligent in looking at the needs of the community.

Lisa Rasmussen commented they look at projects through the Covid relief lens and try to make sure the projects selected fit that profile. One of the things recommended to consider was how to create or improve new active public spaces. The skateboard park has needed attention for some time, as well as address some safety concerns and offer new amenities. This will get people outdoors and active and is something for young people to do.

Tom Kilian questioned if there might be a composite of fund sources to pursue outside of ARPA or the possibility of an alternative source or sponsorship. Jamie Polley, Parks Director, stated that is part of the plan and what she is asking for ARPA was a portion of the project. She indicated she had a pretty good size group of citizens that are very excited about the skate park and have been for a couple of years. She stated she submitted it as a CIP project two years ago and prior to that as a CDBG project, but it didn't qualify because it is the only one in the city. She was hoping for a portion of it with ARPA funds and then will work with citizen groups to raise other funds through applications to foundations and sponsorships. She pointed out the quality of the skate park and what needs

to be done is a significant upgrade because the surfacing is not suitable for the current conditions. Kilian questioned how much of the ARPA funds were about enhancement versus bringing it up to a safe and useable skate park. Polley stated of the \$225,000 requested the majority is to replace the surfacing and refurbishing the current equipment. *Discussion continued.*

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

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

21-1109

4/26/2022 7:46:32 PM

Motion by Larson, second by Herbst to adopt the Resolution of the Finance Committee Approving Modification of the 2022 Budget -- General Fund and Capital Project Funds for projects in process and other obligations

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

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

Suspend Rule

4/26/2022 7:47:02 PM

Motion by Watson, second by Diny to suspend Rule 12(A) Filing Referral of Resolutions

Yes Votes: 11 No Votes: 0 Result: PASS

22-0409 Amendment

4/26/2022 8:13:06 PM

Motion by Watson, second by Rasmussen to Amend the Resolution of the Common Council Creating Executive Committee – to add to third Whereas: "The Committee will be made up of a minimum of six (6) unduplicated members. If there are duplicate chairpersons, the vice chair of the standing committee will serve in place of the chair. The replacement chair will be selected by chronological order of regularly scheduled committee meetings."

Anne Jacobson explained the Executive Committee would be created as a new Standing Committee of the Common Council replacing the Legislative Committee and the Coordinating Committee. There was a thought of also replacing the Administrative Review Board, however, that is required by statute and by ordinance we adopted the state statute, and it is to review decisions or appeal decisions made by staff or other committees, commissions, or boards of the city. Rasmussen commented the Coordinating Committee rarely meets; in her 14 years on the Council, she could only recall two meetings.

Lou Larson pointed out the committee is supposed to be the chairs of all the Standing Committees, but you could end up with only two or three people on the committee if they serve as chair on multiple committees. He didn't feel the Executive Committee was necessary. Mayor Rosenberg suggested the Vice Chair step up in the case of a multiple chairperson. Larson stated you could get six alders on the committee that way, but the rest are still left in the dark.

Lengthy discussion followed regarding the duties of the Executive Committee. Full discussion can be viewed on the website:
<https://www.youtube.com/watch?v=6o3soOzmWac>

Vote on Amendment:

Yes Votes: 11 No Votes: 0 Result: PASS

22-0409

4/26/2022 8:15:01 PM

Motion by Rasmussen, second by Henke to adopt the Resolution of the Common Council Creating Executive Committee, as Amended on Council floor.

Yes Votes: 8 No Votes: 3 Abstain: 0 Not Voting: 0 Result: PASS

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

82-1250

4/26/22 8:21:38 PM

Motion by Watson, second by Diny to adopt the Ordinance of the Common Council Amending Section 2.56.010 Public records; Repeal and recreate Section 2.56.020 Records retention.

Yes Votes: 11 No Votes: 0 Result: PASS

02-0432

4/26/2022 8:23:12 PM

Motion by Herbst, second by Watson to adopt the Ordinance of the Common Council Amending Chapter 2.16, Standing Rules of the Common Council Rule 13 Committees, Section 2.60.010 Boards and commissions enumerated -Appointment and Section 2.74.020 Objectives of the department and repealing Section 2.60.250 Legislative Committee

Yes Votes: 11 No Votes: 0 Result: PASS

02-0432

4/26/2022 8:25:19 PM

Motion by McElhaney, second by Michael Martens to adopt the Ordinance of the Common Council Amending Chapter 2.16 Standing Rules of the Common Council Rule 2 - Quorum Required and Rule 4 - Absence of Members and Rule 5 - Order of Business

Anne Jacobson explained the remote technology option had a sunset, however, we found that Municode doe keep record of sunset dates, so this cleans up the ordinance. Lisa Rasmussen clarified WebEx is no longer in use and members appear in person for Council and committee meetings. Jacobson stated Rule 5 – Order of Business was also changed to allow a place on the agenda for two alderpersons requesting a Committee of the Whole.

Yes Votes: 11 No Votes: 0 Result: PASS

Public Comment & Suggestions

None

Adjournment

4/26/2022 8:27:57 PM

Motion by Watson, second by Larson to adjourn the meeting. Motion carried unanimously. Meeting adjourned at 8:27 pm.

Katie Rosenberg, Mayor
Kaitlyn Bernarde, City Clerk

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

RESOLUTION OF THE ECONOMIC DEVELOPMENT COMMITTEE

Approving First Amendment to Lease Agreement Between City of Wausau and Briq's Soft Serve LLC

Committee Action: Approved 5-0

Fiscal Impact:

File Number: 19-0304

Date Introduced: May 10, 2022

FISCAL IMPACT SUMMARY

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

RESOLUTION

WHEREAS, on March 12, 2019, the Common Council approved a lease agreement with Briq's Soft Serve LLC for the concession building on the Riverfront; and

WHEREAS, the lease expires on June 25, 2022, and the City and Briq's wish to extend the term; and

WHEREAS, your Economic Development Committee, at their May 3, 2022 meeting, recommended extending the term of the lease to September 25, 2022, and the Park Department shall be responsible for opening and cleaning the restrooms in the morning and shall complete a mid-day check.

NOW, THEREFORE, BE IT RESOLVED that the Common Council of the City of Wausau approves the First Amendment to Lease Agreement between City of Wausau and Briq's Soft Serve LLC and authorizes the appropriate City officials to execute the attached Amendment.

Approved:

Katie Rosenberg, Mayor

MINUTES

Economic Development Committee Meeting

Date | time Tuesday, May 3, 2022, at 5:00 P.M. | *Meeting called to order by* Kilian at 5:15 P.M.

In Attendance

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

Others Present: Liz Brodek, Randy Fifrick, Shannon Graff, Atty. Anne Jacobson, MaryAnne Groat (Webex)

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

Agenda Item 5 – Discussion and possible action on approving Briq's lease amendment for Riverlife (Brodek)

Brodek outlined the changes made to Briq's lease agreement for Riverlife. She explained the lease is being extended to September 25, 2022, instead of June 25, 2022, to be a full three years. Briqs will open for the season on May 25, 2022, to accommodate the workers needed for the season. Hours of operation remain the same. Brodek also explained Parks will provide cleaning of the 2 public restrooms in the morning and midafternoon and Briqs will close the restrooms when they close for the evening.

Rasmussen requested the Park Department continue to maintain the bathrooms through fall, after Briqs closes for the season.

Rasmussen moved to approve the lease amendment, seconded by Kilian. PASSED 5-0.

FIRST AMENDMENT TO LEASE AGREEMENT BETWEEN THE
CITY OF WAUSAU AND BRIQ'S SOFT SERVE LLC

This Amendment ("Amendment") to the Lease Agreement between the City of Wausau, a municipal corporation of the State of Wisconsin ("Lessor") and Briq's Soft Serve LLC ("Lessee") is made this _____ day of _____, 2022.

WHEREAS, the City of Wausau and Briq's Soft Serve LLC entered into a Lease Agreement for the concessions building on the Riverfront on June 26, 2019 ("Agreement"); and

WHEREAS, the Agreement terminates on June 25, 2022; and

WHEREAS, the parties wish to make certain amendments to the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants set forth below, and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree to amend the Agreement as follows:

1. As to paragraph 2., DURATION OF LEASE. The lease shall terminate on September 25, 2022.
2. As to paragraph 7., HOURS OF OPERATION. Lessee shall be open from May 27 to September 25, weather permitting. Hours of operation shall be daily (7 days a week), from approximately 11:00 a.m. to 10:00 p.m. Should Lessee have an unexpected closure, signage shall be provided.
3. As to paragraph 8., MAINTENANCE OF PREMISES. Park Department ("Parks") shall be responsible for opening and cleaning the restrooms in the morning and shall complete a mid-day check and take care of any issues in the restrooms.

Lessee shall remain responsible for locking the restrooms at closing time and cleaning and restocking of the restrooms during hours of operation before and after Parks inspection.

4. As to paragraph 13., HEAT AND UTILITIES. LESSOR shall provide a pre-season HVAC tune-up before May 27.

To the extent not amended above, the remainder of the terms in the Agreement remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

CITY OF WAUSAU BY:

BRIQ'S SOFT SERVE LLC BY:

Katie Rosenberg, Mayor

Kevin Briquelet Miller, Member

Kaitlyn A. Bernarde, Clerk

Holly Briquelet Miller, Member

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

**JOINT RESOLUTION OF THE FINANCE COMMITTEE
AND WAUSAU WATER WORKS COMMISSION**

Declaring Authorized Representative to File Applications for Financial Assistance from State of Wisconsin Environmental Improvement Fund

Committee Action: Fin: Approved 5-0
 WWW: Approved 4-0

Fiscal Impact: None

File Number: 18-0913

Date Introduced: May 10, 2022

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 of Wausau, Marathon, County, Wisconsin (the “Municipality”) desires to file several applications for state financial assistance for its drinking water facilities under the Wisconsin Environmental Improvement Fund (ss. 281.58, 281.59, 281.60, and 281.61, Wis. Stats.);

WHEREAS, it is necessary to designate a representative for filing said applications;

NOW, THEREFORE BE IT RESOLVED by the Common Council of the City of Wausau that the Mayor is hereby appointed as the authorized representative for the City of Wausau for the purpose of filing these applications, and that the representative is further authorized and empowered to do all things necessary in connection with said applications.

Passed and adopted this ____ day of _____, 2022

Approved:

Katie Rosenberg, Mayor

FINANCE COMMITTEE

Date and Time: Tuesday April 26, 2022 @ 5:15 pm., Council Chambers

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

Others Present: Maryanne Groat, Matt Barnes, Katie Rosenberg, Liz Brodek, Randy Fifrick, Bob Barteck, Jeremy Kopp, Gerry Klein, Anne Jacobson, Eric Lindman, Jamie Polley, Tammy Stratz, Mary Goede, Kaitlyn Bernarde, Gary Gisselman

Discussion and possible action regarding Resolution Declaring Authorized Representative to File Applications for Financial Assistance from State of Wisconsin Environmental Improvement Fund

Eric Lindman explained there are a lot of funds coming through the bipartisan infrastructure bill but right now it is not available to us. The DOT is putting out guidance to apply for it, but for the 2022 funds it is very short where we have about two to two and a half weeks from the time the criteria comes out to apply for the funds. The DNR has not put anything out yet and are anticipating that sometime in June. He noted most of the funds will be forgivable loans, some might require a contribution. He stated we need a resolution in place authorizing the mayor to sign on behalf of the city to apply for these funds with the short turnaround time, so when the criteria comes out we are not scrambling for special meetings.

Motion by Diny, second by Martens to approve the resolution. Motion carried 5-0.

DRAFT



Minutes of May 3rd, 2022

A meeting of the Wausau Water Works Commission was called to order at 1:37 p.m. in City Hall on Tuesday, May 3rd, 2022. In compliance with Wisconsin Statutes, this meeting was posted and receipted for by the Wausau Daily Herald on April 28, 2022.

Members Present: Commissioners Herbst, Gehin, Force, Robinson

Others Present: Becky McElhaney, Eric Lindman, Scott Boers, Ben Brooks, Anne Jacobson, Toni Vanderboom, Stephen Opatik/ Becher-Hoppe, Susan Wojtkiewicz/Donohue, Evan Thomas/Wood,

Via WebEx: Andrew Dow/Donohue, Eric Broce/Wood, Bill Malyk/Wood,

Discussion and Possible Action on a Resolution Designating an Authorized Representative to File for Financial Assistance from the State of WI Environmental Improvement Fund.

Robinson moved to designate an authorized representative (City's Mayor) to file for financial assistance from the State of Wisconsin Environmental Improvement Fund. Seconded by Herbst. Motion carried 4-0.

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

**JOINT RESOLUTION OF THE FINANCE COMMITTEE
AND WAUSAU WATER WORKS COMMISSION**

Declaring Official Intent to Reimburse Expenditures from Proceeds of Borrowing

Committee Action: Fin: Approved 5-0
 WWW: Approved 4-0

Fiscal Impact: Reimbursement of the cost of engineering services and construction services in the amount of up to \$20 million.

File Number: 22-0510	Date Introduced: May 10, 2022
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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: \$20 million</i>
	<i>Recurring Costs:</i>	Yes ☐ No ☒	<i>Amount:</i>
SOURCE	<i>Fee Financed:</i>	Yes ☐ No ☒	<i>Amount:</i>
	<i>Grant Financed:</i>	Yes ☐ No ☐	<i>Amount:</i>
	<i>Debt Financed:</i>	Yes ☒ No ☐	<i>Amount: Annual Retirement</i>
	<i>TID Financed:</i>	Yes ☐ No ☒	<i>Amount:</i>
	<i>TID Source: Increment Revenue ☐ Debt ☐ Funds on Hand ☐ Interfund Loan ☐</i>		

RESOLUTION

WHEREAS, Wausau Water Works in January 2022, as requested by the Wisconsin Department of Natural Resources (“DNR”), voluntarily tested and detected PFAS in the City’s public drinking water system; and

WHEREAS, PFAS are a group of thousands of widely used, long lasting, manufactured chemicals, the components of which break down very slowly over time and are widely used in many consumer, commercial and industrial products; they are present in our water, soil, air and food as well as in materials found in homes and workplaces; and

WHEREAS, the United States Environmental Protection Agency (“EPA”) is collaboratively researching how different levels of exposure to different PFAS can lead to a variety of health effects; and

WHEREAS, in 2016, the EPA released lifetime health advisories (“HA”) and health effects support documents for PFOA and PFOS to assist federal, state, tribal and local officials and managers of drinking water systems in protecting public health when these chemicals are present in drinking water; these HAs, which identify the concentration of PFOA and PFOS in drinking water at or below which adverse health effects are not anticipated to occur over a lifetime of exposure, are 70 parts per trillion (“ppt”) for PFOA and PFOS; and

WHEREAS, HAs are non-regulatory and reflect EPA’s assessment of the best available peer reviewed science; and

WHEREAS, in September 2019, as part of its action plan for the regulation of PFAS constituents, the EPA sent an action to the Office of Management and Budget for interagency review to address PFAS, to provide notice of proposed rulemaking; and in January 2021, issued a final determination that they will establish an MCL for PFOA and PFOS, a federal regulatory process that will take several years and would not take effect in Wisconsin until three years after the federal MCL is established; and

WHEREAS, PFAS levels in Wausau’s six groundwater production wells and the treated water to customers are below the EPA’s HAs; and

WHEREAS, the DNR, in cooperation with the EPA, continually assesses emerging contaminants which may affect sources of drinking water across the state, and those that are determined to be a threat to drinking water sources are evaluated for the establishment of maximum contaminant levels (“MCL”) in drinking water; and

WHEREAS, at the request of the DNR and in accordance with the state's groundwater law, the Wisconsin Department of Health Services (“DHS”) reviewed scientific literature and, in the spring of 2019, recommended groundwater enforcement standards of 20 ppt for PFOA and PFOS individually and combined; and

WHEREAS, Governor Evers directed the DNR to pursue rulemaking to create enforceable standards regarding PFAS, to protect public health for drinking water, groundwater, and surface waters in the state and proposed a rule to amend Ch. NR 809, Wis. Admn. Code, to establish MCL standards for PFOS and PFOA in drinking water, based on recommendations from the DHS, be set at 20 parts ppt for PFOA and PFOS individually and a combined standard of 20 ppt; and

WHEREAS, The DNR policy board, on February 23, 2022, adopted a standard for drinking water of 70 ppt to mirror the current EPA HA, which was not acted upon by the Legislature’s Joint Committee for Review of Administrative Rules; and

WHEREAS, given the evolving research and despite the ongoing rulemaking processes, Wausau has approved and begun a pilot study to investigate PFAS removal and management options prior to the new Drinking Water Treatment Facility being placed online; and

WHEREAS, the City of Wausau, Marathon, County, Wisconsin (the “Municipality”) plans to undertake measures to respond to the detection of Per- and Polyfluoroalkyl Substances (PFAS) compounds in its drinking water supply, which may include the construction of improvements to and acquisition of equipment for the Water Works system (the “Project”); and

WHEREAS, the Municipality expects to finance the Project through a combination of grants, forgivable loans and/or by issuing tax-exempt bonds or promissory notes (the “Bonds”); and

WHEREAS, because the grants, forgivable loans and/or Bonds will not be issued prior to expenditure of funds on the Project, the Municipality must provide interim financing to cover costs of the Project incurred prior to receipt of the proceeds of the grants, forgivable loans and/or Bonds; and

WHEREAS, it is necessary, desirable, and in the best interests of the Municipality to advance moneys from its funds on hand on an interim basis to pay the costs of the Project until the grants, forgivable loans and/or Bonds are issued; and

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Wausau, that:

Section 1. Expenditure of Funds. The Municipality shall make expenditures as needed from its funds on hand to pay the costs of the Project until the grants, forgivable loans and/or Bond proceeds become available.

Section 2. Declaration of Official Intent. The Municipality hereby officially declares its intent under Treas. Regs. Section 1.150-2 to reimburse said expenditures with proceeds of the grants, forgivable loans and/or Bonds, the principal amount of which is not expected to exceed \$20 million.

Section 3. Unavailability of Long-Term Funds. No funds for payment of the Project from sources other than the grants, forgivable loans and/or Bonds are, or are reasonably expected to be, reserved, allocated on a long term basis, or otherwise set aside by the Municipality pursuant to its budget or financial policies.

Section 4. Public Availability of Official Intent Resolution. This Resolution shall be made available for public inspection at the City Clerk's office within 30 days after its approval in compliance with applicable State law governing the availability of records of official acts including Subchapter II of Chapter 19, *Wisconsin Statutes*, and shall remain available for public inspection until the grants, forgivable loans and/or Bonds are issued.

Section 5. Effective Date. This Resolution shall be effective upon its adoption and approval.

Passed and adopted this ____ day of _____, 2022.

Approved:

Katie Rosenberg, Mayor

FINANCE COMMITTEE

Date and Time: Tuesday April 26, 2022 @ 5:15 pm., Council Chambers

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

Others Present: Maryanne Groat, Matt Barnes, Katie Rosenberg, Liz Brodek, Randy Fifrick, Bob Barteck, Jeremy Kopp, Gerry Klein, Anne Jacobson, Eric Lindman, Jamie Polley, Tammy Stratz, Mary Goede, Kaitlyn Bernarde, Gary Gisselman

Discussion and possible action regarding Resolution Declaring Official Intent to Reimburse Expenditures from Proceeds of Borrowing

Maryanne Groat noted we are encountering expenses for the Pilot Study, and this will allow the state to reimburse for those expenses.

Lindman explained when the DNR informs us we have an opportunity for a forgivable loan, whether it be for clean water, safe drinking water, etc., we would apply for the funds along with a project to get reimbursement for the work.

Motion by Martens, second by Lukens to approve the resolution. Motion carried 5-0.

DRAFT



Minutes of May 3rd, 2022

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Members Present: Commissioners Herbst, Gehin, Force, Robinson

Others Present: Becky McElhaney, Eric Lindman, Scott Boers, Ben Brooks, Anne Jacobson, Toni Vanderboom, Stephen Opatik/ Becher-Hoppe, Susan Wojtkiewicz/Donohue, Evan Thomas/Wood,

Via WebEx: Andrew Dow/Donohue, Eric Broce/Wood, Bill Malyk/Wood,

Discussion and Possible Action on a Reimbursement Resolution for Expenditure of Funds Related to PFAS Engineering and Investigation Through the WDNR Safe Drinking Water Loan Program.

Lindman summarized that this resolution needs to be on file so if we do apply for the forgivable loan, that we could apply to have these engineering services reimbursed through that same program.

Gehin moved to approve the resolution for expenditure of funds related to PFAS Engineering and investigation through the WDNR safe drinking water loan program. Seconded by Robinson. Motion carried 4-0.

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

ORDINANCE OF THE PLAN COMMISSION

Rezoning 915 North 6th Street from TF-10, Two Flat Residential-10 Zoning District to NMU, Neighborhood Mixed-Use Zoning District.

Committee Action: Approved 6-0

Fiscal Impact: None.

File Number: 22-0506

Date Introduced: May 10, 2022

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

Section 1. That the site of lands described as follows:

WARRENS 1ST ADD PT OF LOTS 15 & 16 BLK 5 – LOT 1 & OUTLET 1 CSM VOL 51 PG 81 (#11993), MORE COMMONLY KNOWN AS 915 NORTH 6TH STREET

now comprising a part of TF-10, Two Flat Residential-10 Zoning District according to the Zoning Ordinance of the City of Wausau is hereby rezoned to NMU, Neighborhood Mixed-Use Zoning District.

Section 2. This change in zoning shall be designated on the official city zoning map.

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

Section 4. This ordinance shall be in full force and effect from and after its date of publication.

Adopted:
Approved:
Published:
Attest:

Approved:

Katie Rosenberg, Mayor

Attest:

Kaitlyn Bernarde, City Clerk

PLAN COMMISSION

Time and Date: The Plan Commission met on Tuesday, April 19, 2022, at 3:00 p.m. in the Common Council Chambers of Wausau City Hall.

Members Present: Mayor Katie Rosenberg, Eric Lindman, Pat Peckham, Tom Neal, Bruce Bohlken, George Bornemann

Others Present: Brad Lenz, Melissa Engen, Dan Higginbotham, Randy Fifrick.
By WebEx: William Hebert

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

Mayor Katie Rosenberg called the meeting to order at approximately 3:00 p.m. noting that a quorum was present.

PUBLIC HEARING: Request to rezone 915 North 6th Street from TF-10, Two Flat Residential-10 Zoning District to NMU, Neighborhood Mixed-Use Zoning District.

Lenz said that the property is located along the railroad and the petitioner has requested the NMU zoning district to match the neighboring property. The same zoning district is required to combine the parcels. Staff feels that this is a good fit.

Mayor Rosenberg opened the public hearing.

Dan Higginbotham, 2625 Northwestern Ave, said that he is available for any questions.

Mayor Rosenberg closed the public hearing.

Discussion and possible action to approve the rezone request at 915 North 6th Street from TF-10, Two Flat Residential-10 Zoning District to NMU, Neighborhood Mixed-Use Zoning District.

Neal motioned to rezone 915 North 6th Street from TF-10, Two Flat Residential-10 Zoning District to NMU, Neighborhood Mixed-Use Zoning District. Bornemann seconded.

Peckham asked if the use will be residential or commercial. Lenz answered that it will be used as residential with commercial storage. Higginbotham added that they will be combining the parcel and plan to use it as a residential use.

The motion carried unanimously 6-0.



Memorandum

From: Brad Lenz
To: Plan Commission
Date: April 14, 2022
Subject: Zoning Map Amendment for 915 N. 6th Street

Background

As noted in the attached narrative from the petitioners, the zoning change would allow the subject parcel to be combined with the neighboring parcel (911 N. 6th Street) to form a single parcel. Both would then have the zoning of Neighborhood Mixed Use (NMU). This zoning district allows residential development and small-scale commercial uses that are compatible with adjacent residential uses and established neighborhood-level commercial corridors.

Amendments to Zoning Map

Section 23.10.31(4)(b) of the Zoning Code outlines criteria for zoning map amendments that staff and the Plan Commission are to review and make recommendation to the Common Council.

Under this section, a proposed amendment is to be evaluated as to whether it:

1. Advances the purposes of this Chapter as outlined in Section 23.01.03 and the applicable rules of Wisconsin Department of Administration and the Federal Emergency Management Agency.
2. Is in harmony with the Comprehensive Plan.
3. Maintains the desired overall consistency of land uses, land use intensities, and land use impacts within the pertinent zoning districts.
4. Addresses any of the following factors that are not properly addressed on the current Official Zoning Map:
 - a. The designations of the Official Zoning Map are not in conformance with the Comprehensive Plan.
 - b. A mapping mistake was made, including the omission on the Official Zoning Map of an approved zoning map amendment.
 - c. Factors have changed (such as new data, infrastructure, market conditions, development, annexation, or other zoning changes), making the subject property more appropriate for a different zoning district.
 - d. Growth patterns or rates have changed, creating the need for an amendment to the Official Zoning Map.

Staff Comments

In this area along North 6th Street, there are a mix of different small-scale uses, including commercial, institutional and residential. Mixed-use zoning currently exists to the south and the west of the subject property. In much of the city, including this area, many properties along railroad tracks are zoned and used at a higher intensity than two-flat residential. The proposed zoning district of NMU would act as sort of a step-down zoning between the Urban Mixed Use (UMU) district to the west, and the Two-Flat Residential-10 (TF10) district to the east.

Re-Zoning Narrative RPV, LLC

RPV, LLC owns two lots on 6th Street. One lot has a home and garage. The other lot has a building which was previously occupied by Ruppel Chiropractic. The current zoning between the two lots is mixed (TF-10 and NMU). RPV, LLC is proposing to change the zoning of the TF-10 parcel to NMU so that they are consistent and thus eligible to combine into a single zoning lot. His plan is to attach the two principal structures into a single structure, thus the need for the re-zoning and parcel combination.

Post re-zoning the use of the parcels will not change. The current use is primarily residential with some office space and storage, within the structures, in support of the Evolutions in Design business.

If the re-zoning and parcel combination is approved, then architectural plans will be developed to move forward with the design/build phase of the project.

Verhasselt Sketch

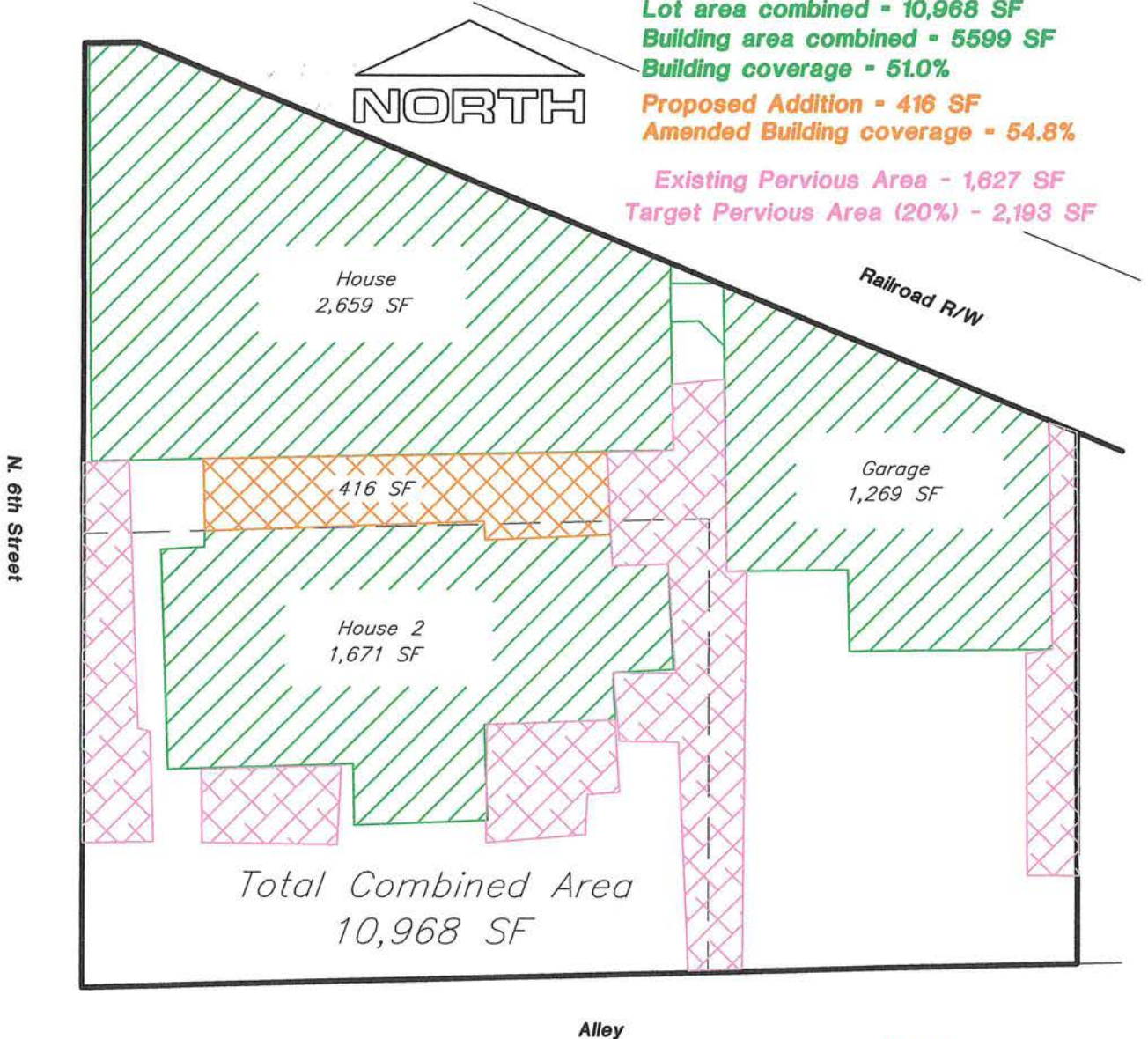
LOTS 15 AND 16, BLOCK 5 WARREN'S FIRST ADDITION
TO THE VILLAGE (NOW CITY) OF WAUSAU,
MARATHON COUNTY, WISCONSIN

The information shown on this
Map is compiled from public sources
and is to be used for discussion
of general concepts

Lot area combined - 10,968 SF
Building area combined - 5599 SF
Building coverage - 51.0%

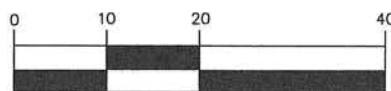
Proposed Addition - 416 SF
Amended Building coverage - 54.8%

Existing Pervious Area - 1,627 SF
Target Pervious Area (20%) - 2,193 SF

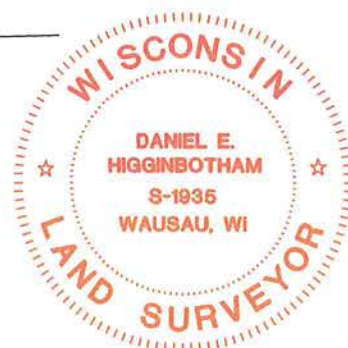


- 1" X 18" OD IRON PIPE WEIGHING 1.13 LBS/LINEAL FOOT SET
- FOUND 2" ID IRON PIPE
- ⊙ FOUND 1" OD IRON PIPE
- ▲ FOUND PK NAIL OR RR SPIKE
- FOUND GOV'T CORNER
- () RECORD DATA

GRAPHIC SCALE



1 inch = 20 ft.



SHEET 1 OF 1

SURVEY PROVIDED BY:

PLOVER RIVER LAND CO. 2625 NORTHWESTERN AVENUE WAUSAU, WI 54403 (715)449-2229



- Legend**
- Muni-Outline (FullExtent)
 - Parcels
 - Section Line/Number
 - HighwaySign (FullExtent)
 - USH
 - STH
 - CTH
 - Street Name
 - Lake - Pond
 - River - Stream
 - Wausau Wetland
 - Swamp
 - ★ Local Historic Landmarks
 - ◆ National Register Historic Places
 - Historic Districts
 - Andrew Warren District
 - Downtown District
 - Easthill District
 - Highland Park District
 - Eau Claire Heights District
 - 2020
 - Red: Band_1
 - Blue: Band_3



Notes

Map Created: 3/14/2022

10.47 0 10.47 Feet

NAD_1983_HARN_WISCRS_Marathon_County_Feet

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

THIS MAP IS NOT TO BE USED FOR NAVIGATION



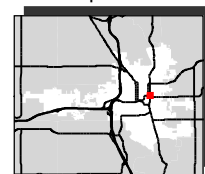
Map Date: March 31, 2022

0 75 150
Feet

City of Wausau
Marathon County Wisconsin

Area of Interest
 Building

Map Location



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

RESOLUTION OF THE PUBLIC HEALTH & SAFETY COMMITTEE

Urging state legislators to amend Wis. Stat. §125.17 to create a second tier of operator's licenses or alternatively permit municipalities to place a restriction on the issuance of certain operator's licenses that would limit sales to those at Class "A" and "Class A" establishments only, recognizing there is a distinction between businesses holding Class A licenses where alcohol beverage sales occur for off premise consumption only and businesses holding Class B licenses where sales and consumption occur on premises, such as bars, taverns and restaurants.

Committee Action: Approved 5 -0

Fiscal Impact: None

File Number: 22-0508

Date Introduced: May 10, 2022

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 State of Wisconsin regulates the sale of alcohol beverages through the provisions of chapter 125 of the Wisconsin Statutes; and,

WHEREAS, Wis. Stat. §125.17 provides for the issuance of operator's licenses to qualified applicants that permit a person 18 years or older to serve or sell alcohol beverages in an establishment with a Class A, Class B or C license (commonly called a "bartender's license") for the purposes of complying with Wis. Stats. §§ 125.32(2), 125.68(2) or 125.06(3g); and,

WHEREAS, Wis. Stat. §125.32(2) provides that no Class "A" or Class "B" premises may be open for business unless the licensee or permittee, the agent named in the license or permit if the licensee or permittee is a corporation or limited liability company, or some person who has an operator's license and who is responsible for the acts of all persons serving any fermented malt beverages to customers is present on such premises; and,

WHEREAS, Wis. Stat. §125.68(2) imposes a similar requirement upon "Class A," "Class B" and "Class C" premises; and,

WHEREAS, Class “A” and “Class A” licenses generally authorize the sale of beer or alcohol beverages in closed, sealed containers for consumption off of the licensed premises by businesses such as grocery stores, convenience stores or liquor stores; and,

WHEREAS, Class “B” and “Class B” licenses generally authorize the sale of beer or alcohol beverages for consumption on the licensed premises such as at bars, taverns or restaurants; and,

WHEREAS, an applicant for an operator’s license must meet the qualifications of Wis. Stat. §125.04(5) which includes the requirement that subject to Wisconsin’s Fair Employment Law, chapter 111 of the Wisconsin Statutes, the applicant may not have been convicted of a felony or be a “habitual offender.”

WHEREAS, public health and safety considerations can sometimes weigh heavier when applying the requirement of Wis. Stat. §125.04(5)(a)1. concerning an arrest or conviction record of an applicant where the applicant seeks an operator’s license for the purpose of employment at Class B establishments where alcohol is consumed by patrons on premises such as bars and taverns, as compared to an applicant who seeks only to be employed by Class A retail establishments where alcohol beverage sales are limited to off premises consumption only such as grocery stores, convenience stores or liquor stores; and,

WHEREAS, the City of Wausau has often received applications for operator’s licenses from individuals who only desire to work at Class A establishments such as grocery stores, convenience stores or liquor stores and who may or may not have an arrest or conviction record; and,

WHEREAS, a person receiving approval for an operator’s license is not limited to employment to any particular establishment and may be employed by either Class A or Class B establishments without any distinction; and,

WHEREAS, the City of Wausau recognizes that employers are currently operating under a workforce shortage and businesses holding Class A licenses such as grocery stores, convenience stores or liquor stores would greatly benefit from being able to employ individuals in its establishments who are licensed to sell alcohol beverages for off premise consumption only; and,

WHEREAS, the City of Wausau would welcome the opportunity to be able to grant operator’s licenses to individuals that are restricted to the sale of alcohol beverages at establishments that hold Class “A” or “Class A” licenses only.

NOW THEREFORE BE IT RESOLVED, that the Common Council of the City of Wausau urges state legislators to enact legislation amending Wis. Stat. §125.17 in such a manner as to create a second tier of operator’s licenses or alternatively permit municipalities to place a restriction on the issuance of certain operator’s licenses that would limit sales to those at Class “A” and “Class A” establishments only, recognizing there is a distinction between businesses holding Class A licenses where alcohol beverage sales occur for off premise consumption only and businesses holding Class B licenses where sales and consumption occur on premises, such as bars, taverns and restaurants.

BE IT FURTHER RESOLVED, that the City Clerk is directed to forward this Resolution to our local State Legislatures, the Governor, and the Wisconsin League of Municipalities.

Approved:

Katie Rosenberg, Mayor

PUBLIC HEALTH & SAFETY COMMITTEE

Date and Time: Monday, April 18, 2022, at 5:15 pm, (Council Chambers)

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

Others Present: Tara Alfonso, Ben Bliven, Jeremy Kopp, Mary Goede, Liz Brodek, Brad Lenz, Katie Rosenberg, John Robinson

Discussion and possible action on Resolution Urging state legislators to amend Wis. Stat. §125.17 to create a second tier of operator's licenses or alternatively permit municipalities to place a restriction on the issuance of certain operator's licenses that would limit sales to those at Class "A" and "Class A" establishments only, recognizing there is a distinction between businesses holding Class A licenses where alcohol beverage sales occur for off premise consumption only and businesses holding Class B licenses where sales and consumption occur on premises, such as bars, taverns and restaurants.

Rasmussen commented many times the committee has lamented the fact that we don't have a server license that we can give to someone who just wants to work in a retail establishment, such as a grocery store, convenience store, or gas station. She explained the Operator's license under state law can be used in either an on-premises consumption establishment, such as a tavern or a restaurant or it can be used to sell beverage to the public retail.

Rasmussen stated Pat Peckham contacted her about trying to change this and Becky McElhaney has also had some discussion with one of our state legislators, because we need and want people to be employed. There are jobs that need to be filled and people who want to work. The current law makes it difficult for the workforce who have no intention of tending bar, but work at a convenience store and cannot work alone without a license. This resolution asks our legislators to split the server license and give us the authority to either designate a license for retail only or create a type of serve license that is for retail only. She noted Tara Alfonso shared it with the League of Wisconsin Municipalities to have them support it and possibly other communities as well.

Tara Alfonso indicated she mentioned this question on a City Attorney conference call that the League formed. She found that many other communities have the same problem and are interested in it. She noted Claire Silverman of the League indicated she would pass on the resolution.

Becky McElhaney stated Representative Snyder was here last week and speaking with him he indicated that he understood the issue, has heard from others, and promises it will be taken up in January. She commented we have people that have background issues, but we want them to work to pay their fines and be rehabilitated, but we are saying no.

Rasmussen stated she hoped that at the state level, rather than try to create a separate type of license, which could take a long time, just take voting action to enable municipalities to manage this and put on a restriction of "retail only" in certain circumstances. She stated we should send it to all of legislators in Madison and encourage them take it up with deliberate speed.

Motion by Peckham, second by Herbst to approve the resolution. Motion carried 5-0.

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

RESOLUTION OF THE PUBLIC HEALTH & SAFETY COMMITTEE

Approving or Denying Various Licenses as Indicated

Committee Action: Approved 5-0

Fiscal Impact: None

File Number: 22-0108

Date Introduced: May 10, 2022

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 Public Health and Safety Committee considered certain license applications at its April 18, 2022, meeting and has made recommendations that are attached hereto in the meeting minutes and recommends these actions to the Council for its approval, now therefore

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

Approved:

Katie Rosenberg, Mayor

PUBLIC HEALTH & SAFETY COMMITTEE

Date and Time: Monday, April 18, 2022, at 5:15 pm, (Council Chambers)

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

Others Present: Tara Alfonso, Ben Bliven, Jeremy Kopp, Mary Goede, Liz Brodek, Brad Lenz, Katie Rosenberg, John Robinson

Consider approval or denial of various license applications.

Lisa Rasmussen indicated all licenses and/or renewals were recommended for approval, there were no denial recommendations.

Motion by Herbst, second by Wadinski to approve the licenses as recommended by staff. Motion carried 5-0.

CLERK'S REPORT TO PUBLIC HEALTH & SAFETY COMMITTEE

April 18, 2022 Meeting

AGENDA ITEM # 2

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

ADDITIONAL INFORMATION

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

1. **Denial Recommendation** – None
2. **Temporary Class “B” Retailer’s (Picnic) Licenses**, St. Anne’s Parish, Holy Name of Jesus Parish, and Wausau Area Chamber of Commerce
3. **Public Exhibition Permit** – Carden International Circus, Marathon Park, May 3-4, 2022, shows at 4:30 PM and 7:30 PM
4. Special Event Applications from Holy Name of Jesus Parish – **Holy Name Summerfun 2022**, and Bull Falls Harley Davidson of Wausau – **Spring Ride for Armed Forces**.

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

STAFF RECOMMENDATION

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

Mary Goede, Deputy Clerk

Date of Report: April 15, 2022

(715) 261-6621



PHS Date 04/18/2022

License ID	License Typ	Name	Address	Details	Business	Begin Dt	End Dt	Police	PHS	Council
166819	9026 - Class I	MARTIN, FR. SAMUEL	1104 S 9TH AVE WAUSAU WI 54401	HOLY NAME SUMMERFUN 2022 on JUNE 3 - 5, 2022 Organized by HOLY NAME OF JESUS PARISH					Yes	
166520	9027 - Class II	,	1570 CTY RD XX ROTHSCHILD WI 54474	SPRING RIDE FOR ARMED FORCES on 5/21/2022 Organized by COREY PARSCH					Yes	
165699	9034 - Mobile Food Vendor	,	225780 RIB MOUNTAIN DR # 253 WAUSAU WI 54401		U-BAKE	03/14/2022	03/31/2023		Yes	
166471	9043 - Public Exhibition	CARDEN, BRETT	3901 W STATE HWY O SPRINGFIELD MO 65803					Yes	Yes	
166447	9069 - Temporary Class B Retailer (Picnic)	,	710 N 6TH AVE WAUSAU WI 54401		ST ANNE PARISH				Yes	
166322	9069 - Temporary Class B Retailer (Picnic)	LINDNER, LUKAS	200 WASHINGTON ST, STE 120 WAUSAU WI 54401		WAUSAU AREA CHAMBER OF COMMERCE				Yes	
166820	9069 - Temporary Class B Retailer (Picnic)	MARTIN, FR. SAMUEL	1104 S 9TH AVE WAUSAU WI 54401		HOLY NAME OF JESUS PARISH				Yes	
166512	9075 - Cigarette	,	1107 CLEVELAND AVE WAUSAU WI 54401		LIL DEVIL GLASS				Yes	
167505	9079 - Class B Beer & Liquor (1/2 Year)	MACDONALD, MARK	226041 BAYVIEW DR WAUSAU WI 54401		WISCONSIN WOODCHUCKS				Yes	



PHS Date 04/18/2022

License ID	License Typ	Name	Address	Details	Business	Begin Dt	End Dt	Police	PHS	Council
166485	9080 - Public Transport Driver New	HANSON, LAKIA	130 SCHOOL ST #146 SCHOFIELD WI 54476		NORTHWOODS CAB	03/29/2022	06/30/2022	Yes	Yes	
166299	9080 - Public Transport Driver New	HANSON, SKYE	146 SCHOOL ST SCHOFIELD WI 54476		NORTHWOODS CAB	03/21/2022	06/30/2022	Yes	Yes	
166326	9080 - Public Transport Driver New	STONE, REBECCA	404 GAYLEE AVENUE ROTHSCHILD WI 54474		NORTHWOODS CAB	03/22/2022	06/30/2022	Yes	Yes	
166441	9080 - Public Transport Driver New	WHITE, JOSH	216 E ROSS AVE WAUSAU WI 54403		NORTHWOODS CAB	03/28/2022	06/30/2022	Yes	Yes	

Total Licenses

12

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

CONFIRMATION OF MAYOR'S APPOINTMENTS

to Boards, Commissions and Committees: *Airport Committee*

File Number: 22- 0503

Date Introduced: May 10, 2022

Airport Committee

Pat Peckham (N)

1618 Emersn St

Term Exp 4/30/24

715-845-1396

*Citizen Replacement of Doug Diny

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

Approved:

Katie Rosenberg, Mayor



MEMORANDUM

DATE: May 6, 2022
TO: Mary Goede, Deputy City Clerk
FROM: Katie Rosenberg
RE: Appointments to various Boards, Committees, and Commissions

Please place the following appointment on the city council agenda for Tuesday, May 10, 2022:

AIRPORT COMMITTEE

Patrick Peckham (Replacing Doug Diny)
1618 Emerson St
Wausau, WI 54403
715-845-1396
pcpeckham@gmail.com
Term ends 4/30/2024



Citizen Participation Form

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

Contact Information

First Name *

Patrick

Last Name *

Peckham

Address *

Street Address

1618 Emerson St.

Address Line 2

City

Wausau

Postal / Zip Code

54403

State / Province / Region

WI

Country

USA

Phone *

(715)845-1396

Email *

pcpeckham@gmail.com

Years as a Wausau Resident, if applicable *

25

Occupation/Employer, if applicable

Retired

Business Information

Business Name

Address

Street Address

Address Line 2

City

Postal / Zip Code

State / Province / Region

Country

Boards, Commission and/or Committee Information

Which Boards, Commissions and/or Committees interest you?

Board, Commission and/or Committee

Airport Committee

Board, Commission and/or Committee

Policing Task Force

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

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

I'd like to be appointed or authorized to finish up on the Policing Task Force which is nearly finished with its responsibilities.

As to the Airport Committee, I've served on the committee for at least four years and have chaired it for the past two. That makes me familiar with the issues, the recent history there and the committee itself. I'm also interested in aviation and the role of the airport in the community.

What qualifications can you bring to these Committees? *

For many of the same reasons given above, I think I can help the committee sort out the issues before it and make decisions that will serve both the airport and the whole city operation.

Prior to serving six years on the city council, I was a local journalist, attending hundreds of government meetings and, over time, getting a sense of how to get things done.

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

Continuing as a member of the Wausau Policing Task Force until it work is concluded.

Other Community Involvement

Nothing official, but I follow local affairs and have for several years been a freelance reporter/photographer for City Pages.

References(Please Include 3)

Reference

First Name *

Mayor Katie

Last Name *

Rosenberg

Address *

Street Address

407 Grant St.

Address Line 2

City

Wausau

Postal / Zip Code

54403

State / Province / Region

WI

Country

USA

Phone *

(715)261-6800

Relationship to You *

Friend/colleague

First Name *

John

Last Name *

Chmiel

Address *

Street Address

725 Woods Place

Address Line 2

City

Wausau

Postal / Zip Code

54403

State / Province / Region

WI

Country

USA

Phone *

(715)845-3400

Relationship to You *

Colleague/friend

Additional Information

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

Attachment(s)

Limit to 3 upload files

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

Amending Section 10.20.080(a) designating no parking here to corner on the north side of Cedar Street between N. 3rd Avenue and N. 4th Avenue from a point 42 feet west of the crosswalk at N. 3rd Avenue back to N. 3rd Avenue, no parking on the north side of Cedar Street between N. 3rd Avenue and N. 4th Avenue from a point 76 feet west of the crosswalk at N. 3rd Avenue and extending west to N. 4th Avenue and amending Section 10.20.080(b) designating loading zone on the north side of Cedar Street beginning at a point 42 feet west of the crosswalk at N. 3rd Avenue and extending west 34 feet

Committee Action: Approved 4-1

Ordinance Number:

Fiscal Impact: None

File Number: 22-0504

Date Introduced: May 10, 2022

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

Add ()

Section 1. That Section 10.20.080(a) is hereby amended to read as follows:

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

....

Cedar Street

- North side of the street between N. 3rd Avenue and N. 4th Avenue from a point 42 feet west of the crosswalk at N. 3rd Avenue back to N. 3rd Avenue
- North side of the street between N. 3rd Avenue and N. 4th Avenue from a point 76 feet west of the crosswalk at N. 3rd Avenue and extending west to N. 4th Avenue from November 1 to April 1

Section 2. That Section 10.20.080(b) is hereby amended to read as follows:

(b) There shall be restricted parking in the following locations:

....

Cedar Street

- Passenger loading zone, north side of the street beginning at a point 42 feet west of the crosswalk at N. 3rd Avenue and extending west 34 feet

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

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

Adopted:

Approved:

Approved:

Published:

Attest:

Katie Rosenberg, Mayor

Attest:

Kaitlyn A. Bernarde, Clerk

CAPITAL IMPROVEMENTS AND STREET MAINTENANCE COMMITTEE

Date of Meeting: April 14, 2022, at 5:15 p.m. in the Council Chambers of City Hall.

Members Present: Lisa Rasmussen, Lou Larson, Tom Neal, James Wadinski
By WebEx: Deb Ryan

Also Present: Eric Lindman, Allen Wesolowski, TJ Niksich, Cord Buckner, Tara Alfonso
By WebEx: Sarah Watson, Mark Thompson – MTS LLC

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 Rasmussen called the meeting to order.

Discussion and possible action on parking restrictions on the north side of Cedar Street between North 3rd Avenue and North 4th Avenue

With cars parked on both sides of the street and particularly in the winter, there has been difficulty with snowplows getting through and trash collection. Even when church is not in session, parking is an issue.

Wesolowski stated there is currently a loading zone sign which is not in ordinance. The initial request from Alder Watson was to have no parking on the entire north side of Cedar Street between 3rd and 4th Avenue. Buckner and Wesolowski have reviewed this and talked with the church. There is a need for the loading zone. Staff recommends keeping the loading zone signage and placing it into ordinance. Staff also recommends adding no parking back to corner from the east side of the loading zone to the corner as traffic can have a higher speed coming off 3rd Avenue. Cars parked in this area could make it difficult and could create a sight distance issue.

Rasmussen asked if it was possible to do two things; codify the pedestrian drop off and pick up area as this is the entrance into the church to use the elevator and consider restricting parking on the north side of Cedar Street between November 1 and April 1. Watson advocated for restricting parking on the north side during the winter months because of plowing and snow accumulation.

Wesolowski stated staff recommends having no parking here to corner year-round. No parking in the winter from the west side of the loading zone to 4th Avenue would be up to the committee. Rasmussen noted it has been helpful in other neighborhoods and asked the committee's thoughts on preserving the 15-minute loading zone year-round and restrict the north side from November 1 and April 1.

Wadinski agrees with the loading zone and no parking here to corner but is hesitant about seasonal winter parking as it was not mentioned in the packet. Since the agenda wording was broad, Rasmussen felt seasonal parking could be considered as long as it is confined to the north side.

Neal moved to approve the loading zone delineation, no parking back to corner delineation, and adding no parking from November 1 to April 1 west of the loading zone. Larson seconded and the motion carried 4-1 with Wadinski the dissenting vote.

AGENDA ITEM

Discussion and possible action on parking restrictions on the north side of Cedar Street between North 3rd Avenue and North 4th Avenue

BACKGROUND

A request to limit parking on Cedar Street between 3rd Avenue and 4th Avenue was received by the Engineering Department. The request was to post 'No Parking' on the north side of Cedar Street for this block. The concern is parking on both sides of the street make it difficult to navigate the block. The majority of the parking is generated by the Church located at the NW corner of 3rd Avenue and Cedar Street. During Church services or events, the street will be parked with cars. Currently there is a 'No Parking, Passenger Loading Zone Only' sign located near the church entrance on Cedar Street. See the attached picture. This 'Loading Zone' is not in any ordinance.

FISCAL IMPACT

Minimal, posting of signs.

STAFF RECOMMENDATION

Staff does not recommend posting the entire north side of the street as no parking. Staff does support the posting of the loading zone in front of the church entrance. Additionally, it is recommended it be posted 'No Parking, Here back to Corner' from approximately 40' east of the crosswalk on Cedar Street on the north side of the roadway. See the attached map. This 'No Parking' area would prevent cars parking near the intersection of 3rd Avenue, making the turn from 3rd Avenue onto Cedar Street safer given the high volume of traffic on 3rd Avenue.

Staff contact: Allen Wesolowski 715-261-6762



ArcGIS Web Map

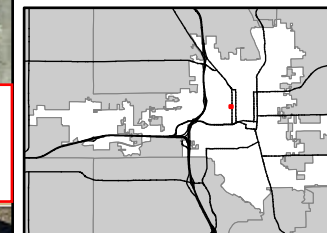
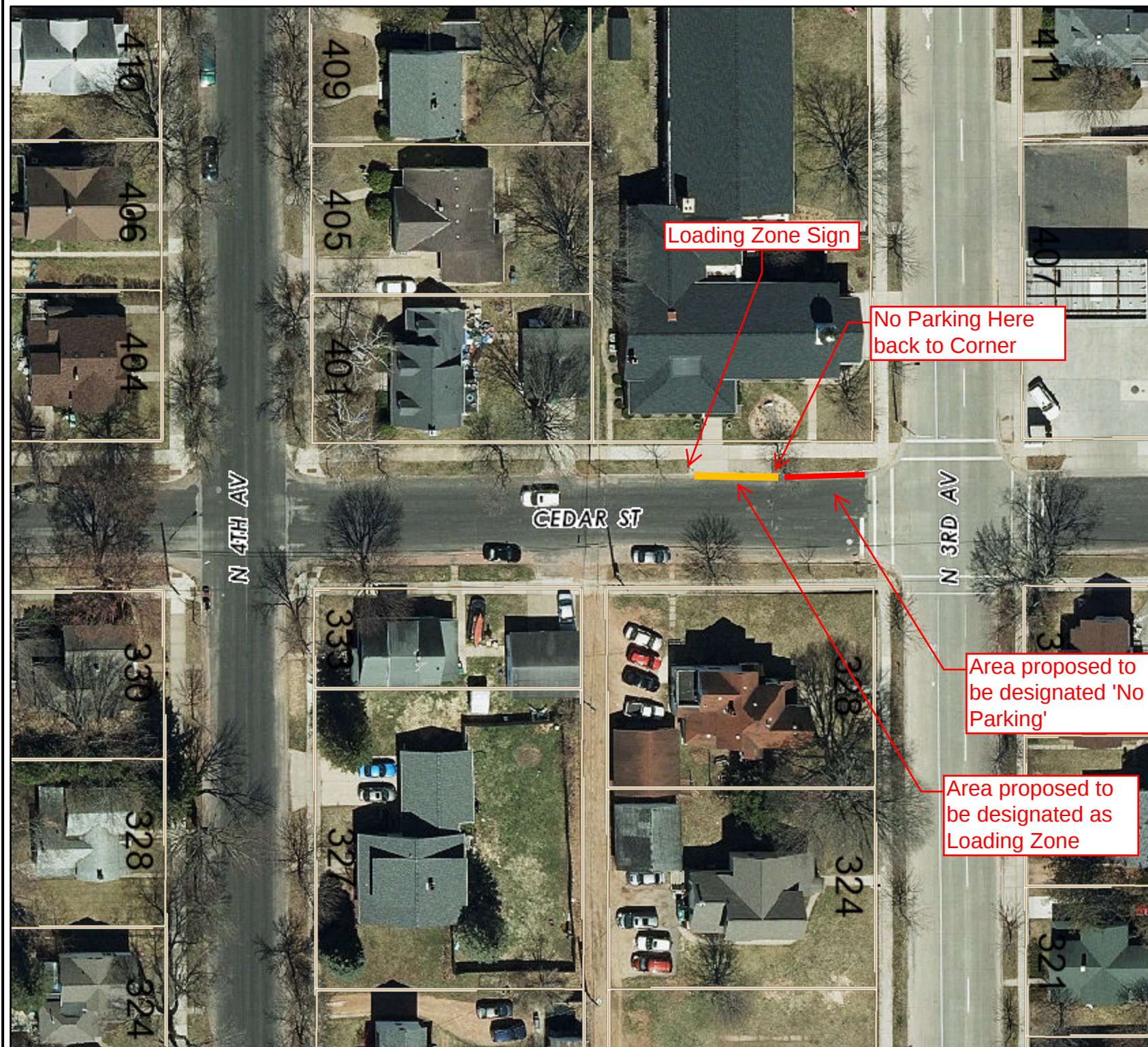
City of Wausau / DPW

Date: 4/7/2022

0 0.01 0.01

mi

Municipal Boundaries
Parcel



NOTES:

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

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

RESOLUTION OF THE ECONOMIC DEVELOPMENT COMMITTEE

Approving Second Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for Wausau East Riverfront

Committee Action: Approved 5-0

Fiscal Impact: None

File Number: 20-0826

Date Introduced: May 10, 2022

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

WHEREAS, on March 23, 2021, the Common Council approved the First Amendment to the Declaration of Covenants, Conditions, Restriction and Easements for Wausau East Riverfront; and

WHEREAS, it is necessary to amend the Declaration as follows:

- Revises the overall Declaration property descriptions with updated Certified Survey Map references and 2022 parcel identification numbers
- Updated the lot map (reconfiguration of Lots 3 and 4 and Outlot 2 based on new Certified Survey Map
- Revises legal descriptions for Lots 3 and 4
- Adjusts the relative size/percentages based on the reconfiguration of Lots 3 and 4 and Outlot 2.

WHEREAS, your Economic Development Committee, at their April 6, 2022 meeting, discussed

and recommend approving the Second Amendment to the Declaration of Covenants, Restrictions and Easements for Wausau East Riverfront.

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

Approved:

Katie Rosenberg, Mayor

MINUTES

Economic Development Committee Meeting

Date | time Wednesday, April 6, 2022, at 5:00 P.M. | *Meeting called to order by* Neal at 5:00 P.M.

In Attendance

Members Present: Tom Neal (C), Sarah Watson, Lis Rasmussen, Becky McElhaney, Tom Kilian

Others Present: Mayor Rosenberg, Liz Brodek, Tammy Stratz, Randy Fifrick, Attorney Anne Jacobson, Chuck Ghidorzi, Brad Lenz, Atty. Joe Mella, Eric Lindman (Webex), Patrick Peckham (Webex), Maryanne Groat (Webex)

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

Agenda Item 6 – Discussion and possible action on approving Second Amendment to East Riverfront Declaration (Atty. Jacobson, Brodek)

Brodek explained this amendment is to clean up the lot lines to reflect the lot designated in the first amendment to the Riverlife Condo Agreement. Brodek said the amendment changes approximately .1% of the property proportion for Riverlife 1 and a couple of things for Riverlife 2. She deferred to the packet for details on the Page 3 impacts of the amendment. She explained in order for the 2nd phase of the Riverlife development to close, the Riverfront declarations need to be amended to reflect actual property proportions. Kilian motioned to approve, seconded by Watson. PASSED 5-0.

**SECOND AMENDMENT TO
EAST RIVERFRONT
DECLARATION**

Document Number

Document Title

THIS SECOND AMENDMENT TO EAST RIVERFRONT DECLARATION (this "Amendment") is made as of January 1, 2022 by the **CITY OF WAUSAU**, a Wisconsin Municipal corporation ("Declarant").

RECITALS

A. Declarant entered into a certain Declaration of Covenants, Conditions, Restrictions and Easements for Wausau East Riverfront dated as of August 26, 2020, which instrument was recorded in the Office of the Register of Deeds for Marathon County, Wisconsin, on September 14, 2020 as Document No. 1814469, as amended by that certain First Amendment to East Riverfront Declaration dated as of April 16, 2021 and recorded on April 20, 2021 as Document No. 1833317 (as amended, the "Declaration").

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

C. As amended hereby, the Declaration affects the property described on Exhibit A-2 attached hereto

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

1. Definitions. Any capitalized term used in this Amendment and not defined herein shall have the meaning assigned to that term in the Declaration.

2. Revised Exhibits. Exhibit A of the Declaration is hereby replaced in its entirety by Exhibit A-2 attached hereto. Exhibit B of the Declaration is hereby replaced in its entirety by Exhibit B-2 attached hereto. Exhibit C of the Declaration is hereby replaced in its entirety by Exhibit C-2 attached hereto. Exhibit D of the Declaration is hereby replaced in its entirety by Exhibit D-2 attached hereto.

3. Reaffirmation of Declaration. Except as otherwise expressly set forth herein, all other terms and conditions of the Declaration shall continue and remain in full force and.

[Signature page follows.]

Recording Area

Name and Return Address

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

See Exhibit A-2 attached hereto

Parcel Identification Number (PIN)

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

DECLARANT

THE CITY OF WAUSAU, WISCONSIN

By: _____
Katie Rosenberg, Mayor

Attest:

By: _____
Kaitlyn Bernarde, Clerk

STATE OF WISCONSIN)
) ss.
COUNTY OF MARATHON)

Personally came before me this _____ day of _____, 2022, Katie Rosenberg and Kaitlyn Bernarde, of the above-named City of Wausau, Wisconsin, to me known to be the persons who executed the foregoing instrument and to me known to be such Mayor and Clerk, respectively, and acknowledged that they executed the foregoing instrument as such officers as the deed of said City of Wausau, Wisconsin, by its authority.

Notary Public, State of Wisconsin
My commission expires: _____

This instrument drafted by:

Isaac J. Roang, Esq.
Quarles & Brady LLP
411 E. Wisconsin Ave., Ste. 2400
Milwaukee, WI 53202

EXHIBIT A-2

LEGAL DESCRIPTION OF THE PROPERTY

North Zone:

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

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

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

South Zone:

Lot 1 of Certified Survey Map No. 18353 recorded in the Office of Register of Deeds for Marathon County in Volume 90 of Certified Survey Maps on Page 93, and that part of Lot 2 of said Certified Survey Map No. 18353 lying Northerly of Fulton Street, and Lots 1, 2, and Outlot 1 of Certified Survey Map No. 19069 recorded as Document No. 184558 in the Office of Register of Deeds for Marathon County, being part of the Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$, Section 25, and part of Government Lot 6, Section 26, Township 29 North, Range 7 East, City of Wausau, Marathon County, Wisconsin;
and also;

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

PINs: 291-2907-264-0969
291-2907-253-0641
291-2907-253-0643
291-2907-264-0971
291-2907-253-0624
291-2907-264-0967
291-2907-264-0968

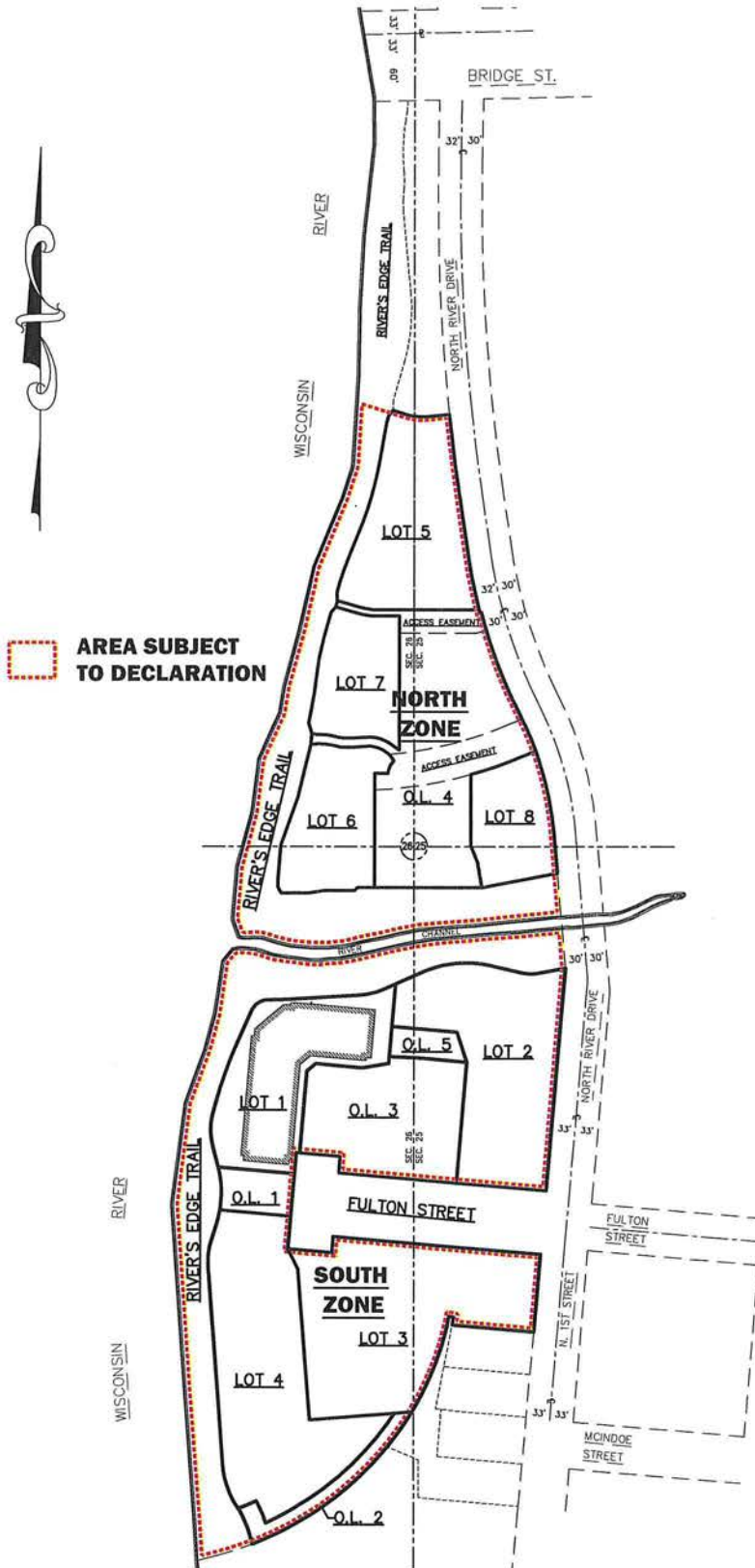
EXHIBIT B-2

DEPICTION OF LOTS, COMMON AREAS AND ZONES

[Updated diagram attached to this cover page.]

EXHIBIT MAP

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



SCALE IN FEET
0 50 100 200

EXHIBIT C-2

LEGAL DESCRIPTION OF LOTS

North Zone Lots

Lot 5

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

PIN: 291.2907.252.0982

Lot 6

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

Commencing at the South 1/4 corner of said Section 26; thence N 89° 00' 45" E, along the South line of the Southeast 1/4 of said Section 26, 2552.60 feet to the Southeast corner of said Section 26; thence N 0°51'39" W, 2732.18 feet to the point of beginning;

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

PIN: Part of 291-2907-252-0981

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

Lot 7

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

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

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

PIN: Part of 291-2907-252-0981

Lot 8

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

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

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

PIN: Part of 291-2907-252-0981

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

South Zone Lots

Lot 1

Parcel A (of Lot 1)

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

Parcel B (of Lot 1):

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

Parcel C (of Lot 1):

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

PINs: 291.2907.264.0969

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

Lot 2

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

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

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

PIN: Part of 291-2907-253-0641

Lot 3

Part of Lot 2 of Certified Survey Map No. 19069 recorded in the Office of Register of Deeds for Marathon County as Document No. 1845587, being part of the Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$, Section 25, and part of Government Lot 6, Section 26, Township 29 North, Range 7 East, City of Wausau, Marathon County, Wisconsin, except that portion lying Southerly of the following described line:

Commencing at the Northwest corner of said Lot 2; thence S $26^{\circ} 39' 22''$ E, along the Westerly line of said Lot 2, 31.84 feet; thence S $4^{\circ} 25' 04''$ E, along the Westerly line, 212.33 feet; thence N $85^{\circ} 34' 56''$ E, along the boundary of said Lot 2, 120.91 feet to the beginning of said line; Thence continuing N $85^{\circ} 34' 56''$ E, 25.15 feet to the Easterly line of said Lot 2 and the end of said line; said parcel containing 1.393 acres.

PIN: Part of 291-2907-253-0643

Lot 4

Lot 1 of Certified Survey Map No. 19069 recorded in the Office of Register of Deeds for Marathon County as Document No. 1845587, being part of Government Lot 6, Section 26, Township 29 North, Range 7 East, City of Wausau, Marathon County, Wisconsin, said parcel containing 1.345 acres.

PIN: 291-2907-264-0968

[End of South Zone Lots]

EXHIBIT D-2

NET SQUARE FOOTAGE AND OWNERSHIP UNITS OF LOTS

North Zone Lots

<u>Lot</u>	<u>Acreage</u>	<u>Units (% of total)</u>	<u>% of Zone</u>
Lot 5	0.884 acres	12.5 Units (12.5%)	37.7% of North Zone
Lot 6	0.570 acres	8.0 Units (8.0%)	24.3% of North Zone
Lot 7	0.471 acres	6.6 Units (6.6%)	20.1% of North Zone
Lot 8	0.420 acres	5.9 Units (5.9%)	17.9% of North Zone
Totals:	2.346 acres	33.1 Units (33.1%)	100%

South Zone Lots

<u>Lot</u>	<u>Acreage</u>	<u>Units (% of total)</u>	<u>% of Zone</u>
Lot 1	0.888 acres	12.5 Units (12.5%)	18.7 % of South Zone
Lot 2	1.115 acres	15.7 Units (15.7%)	23.5 % of South Zone
Lot 3	1.393 acres	19.7 Units (19.7%)	29.4 % of South Zone
Lot 4	1.345 acres	19.0 Units (19.0%)	28.4 % of South Zone
Totals:	4.742 acres	66.9 Units (66.9%)	100%

Lot Totals (both zones): 7.088 acres; 100.0 Units

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

RESOLUTION OF THE ECONOMIC DEVELOPMENT COMMITTEE

Approving Second Amendment to Development Agreement between City of Wausau and Riverlife Condos, LLC (Mitch Viegut)

Committee Action: Approved 5-0

Fiscal Impact:

File Number: 15-0708

Date Introduced: May 10, 2022

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, effective June 28, 2019, the City of Wausau entered into a Development Agreement (Riverlife – Phase I) with an affiliate of Riverlife Condos, LLC (“Developer”) to construct a residential apartment building on the riverfront property described therein; and

WHEREAS, pursuant to Section 3.1 of the Phase I Agreement, Developer prepared a project proposal to construct a residential multifamily condominium building on the property described therein, which project proposal was approved the City’s Plan Commission, Economic Development Committee and Common Council (“Project”); and

WHEREAS, effective October 30, 2020, the City of Wausau entered into a Development Agreement (Riverlife – Phase II), for the construction of the approved project, to commence May 31, 2021 and be completed by June 30, 2022; and

WHEREAS, Common Council approved the First Amendment to Development Agreement on January 11, 2022; and

WHEREAS, the City and Developer desire to amend the Agreement to revise the Closing Date to August 5, 2022 and to delete Section 3(c) referencing a Temporary Access Easement; and

WHEREAS, the attached Second Amendment to the Phase II Agreement, was recommended for approval by your Economic Development Committee meeting, at its May 10, 2022, meeting amending the Closing Date.

NOW, THEREFORE, BE IT RESOLVED by the Common Council that it approves the attached Second Amendment to Development Agreement between City of Wausau and Riverlife Condos, LLC, and authorizes appropriate staff to execute such Amendment.

Approved:

Katie Rosenberg, Mayor

MINUTES

Economic Development Committee Meeting

Date | time Tuesday, May 3, 2022, at 5:00 P.M. | *Meeting called to order by* Kilian at 5:15 P.M.

In Attendance

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

Others Present: Liz Brodek, Randy Fifrick, Shannon Graff, Atty. Anne Jacobson, MaryAnne Groat (Webex)

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

Agenda Item 6 – Discussion and possible action on approving Second Amendment to Riverlife Condo Agreement (Atty. Jacobson, Brodek)

Brodek explained the amendment is to push the closing date out 120 days from the April dates and completion date for the project would be pushed to November 2023. Brodek explained after discussions with the developer, it was determined everything related to the project is taking longer these days.

Rasmussen agreed the upheaval in the market has caused a wide variety of issues for contractors.

Rasmussen motioned to approve, seconded by Kilian. PASSED 5-0.

SECOND AMENDMENT TO DEVELOPMENT AGREEMENT

This SECOND AMENDMENT TO DEVELOPMENT AGREEMENT (this "Second Amendment") is entered into as of the 5th day of April, 2022 (the "Effective Date") by and between the CITY OF WAUSAU, a Wisconsin municipal corporation (the "City"), and RIVERLIFE CONDOS, LLC, a Wisconsin limited liability company ("Developer").

RECITALS

- A. The City and Developer entered into a certain DEVELOPMENT AGREEMENT (Riverlife – Phase II) dated as of October 30, 2020, as amended by that certain FIRST AMENDMENT TO DEVELOPMENT AGREEMENT, dated January 12, 2022 (the "Development Agreement") for the development of certain property as described in more particularity therein (the "Project"). Any capitalized term used herein but not defined shall have the meaning assigned to that term in the Development Agreement.
- B. Revisions made to the legal description of the Property necessitated revisions to the Riverfront Declarations as set forth in the draft of the Second Amendment to East Riverfront Declaration, dated January 1, 2022, attached hereto as **Exhibit A** (the "Riverfront Declaration Amendment"). In order to sign and record the Riverfront Declaration Amendment, the City needs to approve the Riverfront Declaration Amendment, which cannot occur until April 12, 2022.
- C. Pursuant to the Development Agreement, the Closing Deadline for the transfer of the Property from the City to Developer is April 5, 2022. The parties desire that the Riverfront Declaration Amendment be recorded prior to the transfer of the Property from the City to Developer, which cannot occur until the City approves the Riverfront Declaration Amendment.
- D. The City and Developer desire to amend the Development Agreement and proceed with a revised Project, as described herein.

Now, therefore, for good and valuable consideration the receipt and sufficiency which are hereby acknowledged, the City and Developer agree as follows.

1. Amendments to Deadlines.

- a. Section 1.h of the Development Agreement is hereby amended such that the Closing Deadline shall be August 5, 2022.
- b. Section 1.z. of the Development Agreement is hereby amended such that the Project Commencement Deadline shall be August 15, 2022.
- c. Section 1.aa. of the Development Agreement is hereby amended such that the Project Completion Deadline shall be November 13, 2023.

2. Riverfront Declaration Amendment. Developer hereby acknowledges and agrees that the Riverfront Declaration Amendment is acceptable to Developer and Developer hereby consents to the Riverfront Declaration Amendment being recorded prior to the recording of the Deed.

3. **Temporary Access Easement.** The City and Developer hereby acknowledge and agree that the extension of Fulton Street and the dedication of such extension have both occurred in accordance with Section 3c. of the Development Agreement. As such, the City and Developer hereby agree that the temporary access easement referenced in Section 3c. of the Development Agreement is no longer necessary and, therefore, Section 3c. of the Development Agreement is null and void.
4. **Easements.** Developer has reviewed, hereby approves, and hereby consents to the recording immediately following the Deed and the Memorandum of, the following easements attached:
 - a. Temporary Construction Easement attached hereto as Exhibit B-1.
 - b. Watermain Easement attached hereto as Exhibit B-2.
 - c. Irrigation and Electrical Easement attached hereto as Exhibit B-3.
5. **Conditions Precedent.** The effectiveness of this Second Amendment is conditioned upon the satisfaction of each and every one of the following conditions:
 - a. The City, through its City Council, shall have approved or authorized this Second Amendment and the transactions contemplated herein, and all the conditions to such approval shall have been satisfied.
 - b. Except for defaults that will no longer exist when this Second Amendment takes effect, no uncured default of Developer, or event which with the giving of notice or lapse of time or both would be a default of Developer, shall exist under the Development Agreement. Developer shall not be in default (beyond any applicable period of grace) of any of its obligations under any other agreement or instrument with respect to the Project to which Developer is a party or an obligor.
6. **Reaffirmation of Development Agreement.** The Development Agreement, as modified by this Second Amendment, remains in full force and effect, and all terms of the Development Agreement, as modified hereby, are hereby ratified and reaffirmed. The provisions of the Development Agreement not affected by this Second Amendment remain in full force and effect.
7. **Representations and Warranties of Developer.** Developer hereby represents and warrants to the City that:
 - a. After giving effect to this Second Amendment, all of the representations and warranties made by Developer in the Development Agreement are true and accurate in all material respects on the Effective Date, and no event of default under the Development Agreement has occurred and is continuing as of the Effective Date.
 - b. The making, execution and delivery of this Second Amendment, and performance of and compliance with the terms of the Development Agreement, as amended, have been duly authorized by all necessary action of Developer. This Second Amendment is the valid and binding obligation of Developer, enforceable against Developer in accordance with its terms.

8. **Miscellaneous.** If any provision of this Second Amendment or the application thereof to any person or circumstance is or shall be deemed illegal, invalid or unenforceable, the remaining provisions of this Second Amendment shall remain in full force and effect and this Second Amendment shall be interpreted as if such illegal, invalid or unenforceable provision did not exist. This Second Amendment may be executed in multiple counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. The parties agree that faxed and electronically scanned signatures shall be binding on all parties. This Second Amendment shall be governed in all respects by the laws of the State of Wisconsin.

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

DEVELOPER:

RIVERLIFE CONDOS, LLC

By: _____

Name: Mitch Viegut

Title: Managing Member

CITY:

CITY OF WAUSAU

By: _____

Name: Katie Rosenberg

Title: Mayor

Attest: _____

Name: Kaitlyn Bernarde

Title: Clerk

EXHIBIT A

RIVERFRONT DECLARATION AMENDMENT

[To be attached.]

**SECOND AMENDMENT TO
EAST RIVERFRONT
DECLARATION**

Document Number

Document Title

THIS SECOND AMENDMENT TO EAST RIVERFRONT DECLARATION (this "Amendment") is made as of January 1, 2022 by the **CITY OF WAUSAU**, a Wisconsin Municipal corporation ("Declarant").

RECITALS

A. Declarant entered into a certain Declaration of Covenants, Conditions, Restrictions and Easements for Wausau East Riverfront dated as of August 26, 2020, which instrument was recorded in the Office of the Register of Deeds for Marathon County, Wisconsin, on September 14, 2020 as Document No. 1814469, as amended by that certain First Amendment to East Riverfront Declaration dated as of April 16, 2021 and recorded on April 20, 2021 as Document No. 1833317 (as amended, the "Declaration").

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

C. As amended hereby, the Declaration affects the property described on Exhibit A-2 attached hereto

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

1. Definitions. Any capitalized term used in this Amendment and not defined herein shall have the meaning assigned to that term in the Declaration.

2. Revised Exhibits. Exhibit A of the Declaration is hereby replaced in its entirety by Exhibit A-2 attached hereto. Exhibit B of the Declaration is hereby replaced in its entirety by Exhibit B-2 attached hereto. Exhibit C of the Declaration is hereby replaced in its entirety by Exhibit C-2 attached hereto. Exhibit D of the Declaration is hereby replaced in its entirety by Exhibit D-2 attached hereto.

3. Reaffirmation of Declaration. Except as otherwise expressly set forth herein, all other terms and conditions of the Declaration shall continue and remain in full force and.

[Signature page follows.]

Recording Area

Name and Return Address

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

See Exhibit A-2 attached hereto

Parcel Identification Number (PIN)

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

DECLARANT

THE CITY OF WAUSAU, WISCONSIN

By: _____
Katie Rosenberg, Mayor

Attest:

By: _____
Kaitlyn Bernarde, Clerk

STATE OF WISCONSIN)
) ss.
COUNTY OF MARATHON)

Personally came before me this ____ day of _____, 2022, Katie Rosenberg and Kaitlyn Bernarde, of the above-named City of Wausau, Wisconsin, to me known to be the persons who executed the foregoing instrument and to me known to be such Mayor and Clerk, respectively, and acknowledged that they executed the foregoing instrument as such officers as the deed of said City of Wausau, Wisconsin, by its authority.

Notary Public, State of Wisconsin
My commission expires: _____

This instrument drafted by:

Isaac J. Roang, Esq.
Quarles & Brady LLP
411 E. Wisconsin Ave., Ste. 2400
Milwaukee, WI 53202

EXHIBIT A-2

LEGAL DESCRIPTION OF THE PROPERTY

North Zone:

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

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

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

South Zone:

Lot 1 of Certified Survey Map No. 18353 recorded in the Office of Register of Deeds for Marathon County in Volume 90 of Certified Survey Maps on Page 93, and that part of Lot 2 of said Certified Survey Map No. 18353 lying Northerly of Fulton Street, and Lots 1, 2, and Outlot 1 of Certified Survey Map No. 19069 recorded as Document No. 184558 in the Office of Register of Deeds for Marathon County, being part of the Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$, Section 25, and part of Government Lot 6, Section 26, Township 29 North, Range 7 East, City of Wausau, Marathon County, Wisconsin;
and also;

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

PINs: 291-2907-264-0969
291-2907-253-0641
291-2907-253-0643
291-2907-264-0971
291-2907-253-0624
291-2907-264-0967
291-2907-264-0968

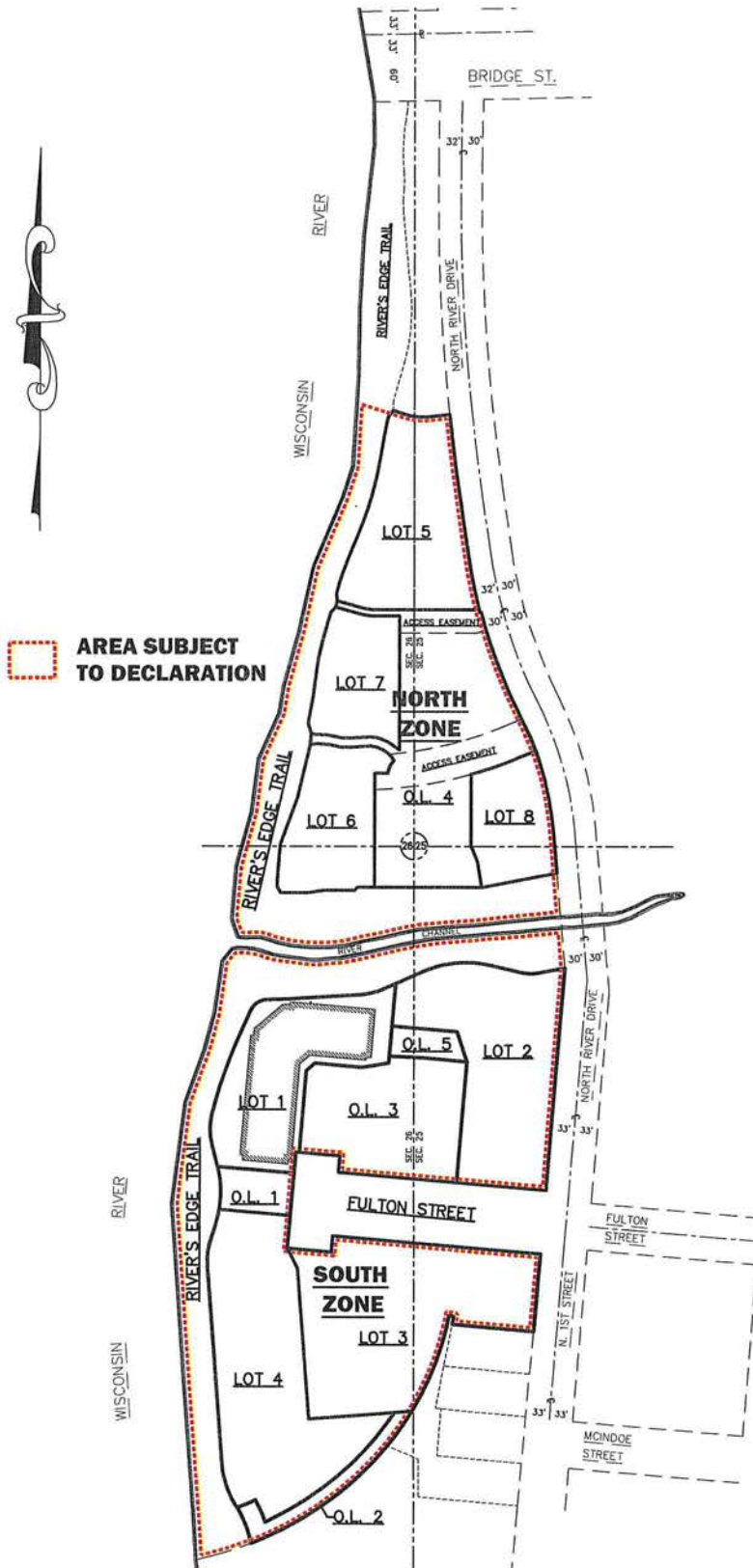
EXHIBIT B-2

DEPICTION OF LOTS, COMMON AREAS AND ZONES

[Updated diagram attached to this cover page.]

EXHIBIT MAP

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



AREA SUBJECT TO DECLARATION



SCALE IN FEET
0 50 100 200

EXHIBIT C-2

LEGAL DESCRIPTION OF LOTS

North Zone Lots

Lot 5

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

PIN: 291.2907.252.0982

Lot 6

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

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

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

PIN: Part of 291-2907-252-0981

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

Lot 7

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

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

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

PIN: Part of 291-2907-252-0981

Lot 8

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

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

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

PIN: Part of 291-2907-252-0981

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

South Zone Lots

Lot 1

Parcel A (of Lot 1)

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

Parcel B (of Lot 1):

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

Parcel C (of Lot 1):

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

PINs: 291.2907.264.0969

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

Lot 2

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

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

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

PIN: Part of 291-2907-253-0641

Lot 3

Part of Lot 2 of Certified Survey Map No. 19069 recorded in the Office of Register of Deeds for Marathon County as Document No. 1845587, being part of the Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$, Section 25, and part of Government Lot 6, Section 26, Township 29 North, Range 7 East, City of Wausau, Marathon County, Wisconsin, except that portion lying Southerly of the following described line:

Commencing at the Northwest corner of said Lot 2; thence S $26^{\circ} 39' 22''$ E, along the Westerly line of said Lot 2, 31.84 feet; thence S $4^{\circ} 25' 04''$ E, along the Westerly line, 212.33 feet; thence N $85^{\circ} 34' 56''$ E, along the boundary of said Lot 2, 120.91 feet to the beginning of said line; Thence continuing N $85^{\circ} 34' 56''$ E, 25.15 feet to the Easterly line of said Lot 2 and the end of said line; said parcel containing 1.393 acres.

PIN: Part of 291-2907-253-0643

Lot 4

Lot 1 of Certified Survey Map No. 19069 recorded in the Office of Register of Deeds for Marathon County as Document No. 1845587, being part of Government Lot 6, Section 26, Township 29 North, Range 7 East, City of Wausau, Marathon County, Wisconsin, said parcel containing 1.345 acres.

PIN: 291-2907-264-0968

[End of South Zone Lots]

Exhibit C-2
Page 4

EXHIBIT D-2

NET SQUARE FOOTAGE AND OWNERSHIP UNITS OF LOTS

North Zone Lots

<u>Lot</u>	<u>Acreage</u>	<u>Units (% of total)</u>	<u>% of Zone</u>
Lot 5	0.884 acres	12.5 Units (12.5%)	37.7% of North Zone
Lot 6	0.570 acres	8.0 Units (8.0%)	24.3% of North Zone
Lot 7	0.471 acres	6.6 Units (6.6%)	20.1% of North Zone
Lot 8	0.420 acres	5.9 Units (5.9%)	17.9% of North Zone
Totals:	2.346 acres	33.1 Units (33.1%)	100%

South Zone Lots

<u>Lot</u>	<u>Acreage</u>	<u>Units (% of total)</u>	<u>% of Zone</u>
Lot 1	0.888 acres	12.5 Units (12.5%)	18.7 % of South Zone
Lot 2	1.115 acres	15.7 Units (15.7%)	23.5 % of South Zone
Lot 3	1.393 acres	19.7 Units (19.7%)	29.4 % of South Zone
Lot 4	1.345 acres	19.0 Units (19.0%)	28.4 % of South Zone
Totals:	4.742 acres	66.9 Units (66.9%)	100%

Lot Totals (both zones): 7.088 acres; 100.0 Units

EXHIBIT B-1

TEMPORARY CONSTRUCTION EASEMENT

[To be attached.]

**TEMPORARY CONSTRUCTION
EASEMENT AGREEMENT**

THIS INDETURE made this ____ day of _____, 2022, by and between the CITY OF WAUSAU, a municipal corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, Grantor, and RIVERLIFE CONDOS, LLC, Grantee;

WITNESSETH:

That, pursuant to Section 3(f) of the Development Agreement, dated October 30, 2020, as amended (the "Development Agreement"), between Grantor and Grantee with respect to the Property as described therein, and in consideration of the sum of one dollar (\$1.00) and other good and valuable consideration paid to Grantor by Grantee, receipt of which is hereby acknowledged, Grantor, has this day conveyed, transferred, and delivered unto Grantee a temporary easement and right-of-way and right to enter upon the Easement Area as hereinafter described at any time to allow Grantee to receive delivery of, and the temporary storage of, building materials other than soils, and other items related to the Project as defined in the Development Agreement.

This temporary easement ceases upon 60 days following Project Completion (as defined in the Development Agreement), or July 15, 2023, whichever is earlier.

The Easement Area is described as follows:

Part of Lot 2 of Certified Survey Map No. 19069 recorded in the Office of Register of Deeds for Marathon County as Document No. 1845587, being part of Government Lot 6, Section 26, Township 29 North, Range 7 East, City of Wausau, Marathon County, Wisconsin, described as follows:

The Westerly 120 feet of the Northerly 260 feet of said Lot 2.

In further consideration of this easement by Grantor, Grantee forever agrees to hold Grantor harmless from all damages, loss or claim which may arise from the existence, use, and/or maintenance of the easement granted herein. No buildings or structures shall be constructed upon or across the Easement Area by Grantee.

Grantee shall repair any damage caused by its use of the Easement Area if any; provided, however, that Grantee's repair obligation shall not extend to existing damage (whether or not currently known) that is merely discovered by its use of the Easement Area, except to the extent such damage is exacerbated due to Grantee's negligence or willful misconduct or that of its agents, contractors, subcontractors, invitees or employees.

Grantor covenants that it is lawfully seized and possessed of the real estate above described and that it will defend the title thereto against the lawful claims of all persons whomsoever.

This agreement shall run with the land, encumbering the property encompassed by the easement in perpetuity, and shall be binding upon and shall benefit the parties hereto and their respective successors and assigns.

Recording Area

Name and Return Address

City of Wausau Attorney's Office
407 Grant Street
Wausau WI 54403

PIN: 291.2907.253.0643

IN WITNESS WHEREOF, we have hereunto set our hands and seals as of the day and year first above written.

CITY OF WAUSAU BY:

RIVERLIFE CONDOS, LLC BY:

Katie Rosenberg, Mayor

Mitch Viegut, Managing Member

Kaitlyn A. Bernarde, Clerk

STATE OF WISCONSIN)
) ss.
COUNTY OF MARATHON)

Personally came before me this _____ day of _____, 2022, the above named Katie Rosenberg, Mayor, and Kaitlyn A. 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:_____

STATE OF WISCONSIN)
) ss.
COUNTY OF MARATHON)

Personally came before me this _____ day of _____, 2022, the above Mitch Viegut, Managing Member of RIVERLIFE CONDOS, LLC to me known to be the person(s) who executed the foregoing instrument and acknowledged the same on behalf of RIVERLIFE CONDOS, LLC.

Notary Public, Wisconsin
My commission:_____

This instrument was prepared by
Anne L. Jacobson, City Attorney
for the City of Wausau
407 Grant Street
Wausau, WI 54403-4783.

EXHIBIT B-2

WATERMAIN EASEMENT

[To be attached.]

Document No.

EASEMENT AGREEMENT

Document Title

THIS AGREEMENT, made this _____ day of _____, 2022, by and between, RIVERLIFE CONDOS, LLC, Grantor, and the CITY OF WAUSAU, a municipal corporation of the State of Wisconsin, Grantee;

WITNESSETH:

That in consideration of the sum of one dollar (\$1.00) and other good and valuable consideration paid to Grantor by Grantee, receipt of which is hereby acknowledged, Grantor, has this day conveyed, transferred, and delivered unto Grantee a permanent easement and right-of-way and perpetual right to enter upon the real estate hereinafter described at any time to construct, reconstruct, maintain, inspect and/or repair a watermain which may be constructed through and under the lands hereinafter described.

The permanent easement and perpetual right of entry is described as follows:

Part of Lot 1 of Certified Survey Map No. 19069 recorded in the Office of Register of Deeds for Marathon County as Document No. 1845587, being part of Government Lot 6, Section 26, Township 29 North, Range 7 East, City of Wausau, Marathon County, Wisconsin, described as follows:

Commencing at the Easterly-most corner of Lot 1, the point of beginning;

Thence S 85°34'56" W, along the boundary of said Lot 1, 120.91 feet to the Easterly line of said Lot 1; thence S 87°51'27" W, 127.24 feet to the Westerly line of said Lot 1; thence S 4°24'00" E, along said Westerly line, 40.03 feet; thence N 87°51'27" E, 126.46 feet; thence N 85°34'56" E, 85.94 feet to the Southeasterly line of said Lot 1; thence along said Southeasterly line and along the arc of a curve to the left having a chord bearing of N 37°23'09" E and a chord distance of 53.66 feet and a radius of 440.50 feet to said Easterly-most corner of Lot 1, the point of beginning.

In further consideration of this easement by Grantor, Grantee forever agrees to hold Grantor harmless from all damages, loss, or claims in any way arising out of, or resulting from or connected with the presence or operation of Grantee's facilities or equipment on Grantor's property or any activities or operations undertaken by Grantee under or in connection with this easement. Grantee further agrees that it will use good faith reasonable efforts to return the disturbed lands and surface improvements and landscaping subject to this easement to a similar condition which existed prior to the construction.

Except with Grantee's express written permission, no buildings or structures except surface improvements such as, but not limited to, asphalt pavement, sidewalk, curb and gutter, etc. shall be constructed upon or across the permanent easement lands; nor shall large trees be planted upon the permanent easement lands, but small trees and shrubs not exceeding approximately eight feet in height at maturity are permitted.

Grantor covenants that it is lawfully seized and possessed of the real estate above described and that it will defend the title thereto against the lawful claims of all persons whomsoever.

Recording Area

Name and Return Address
City Attorney's Office
407 Grant Street
Wausau WI 54403

PIN: 291-2907-264-0968

This agreement shall run with the land, encumbering the property encompassed by the easement in perpetuity, and shall be binding upon and shall inure to the benefit of the parties hereto and to their respective successors and assigns.

[SIGNATURE PAGE FOLLOWS.]

IN WITNESS WHEREOF, this agreement has been duly executed the day and year first above written.

RIVERLIFE CONDOS, LLC BY:

CITY OF WAUSAU BY:

Mitch Viegut, Managing Member

Katie Rosenberg, Mayor

Kaitlyn A. Bernarde, City Clerk

STATE OF WISCONSIN)
) ss.
COUNTY OF MARATHON)

Personally came before me this _____ day of _____, 2022, the above named Katie Rosenberg, Mayor, and Kaitlyn A. Bernarde, Clerk for the City of Wausau, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Notary Public, Wisconsin

My commission expires: _____

STATE OF WISCONSIN)
) ss.
COUNTY OF MARATHON)

Personally came before me this _____ day of _____, 2022, the above named Mitch Viegut, Managing Member of Riverlife Condos, LLC., to me known to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public, Wisconsin

My commission expires: _____

This instrument was drafted by
Anne L. Jacobson, City Attorney
for the City of Wausau
407 Grant, Street
Wausau WI 54403-4783

EXHIBIT B-3

IRRIGATION AND ELECTRICAL EASEMENT

[To be attached.]

Document No.

EASEMENT AGREEMENT

Document Title

THIS AGREEMENT, made this _____ day of _____, 2022, by and between, RIVERLIFE CONDOS, LLC, a Wisconsin limited liability company, Grantor, and the CITY OF WAUSAU, a municipal corporation of the State of Wisconsin, Grantee;

WITNESSETH:

That in consideration of the sum of one dollar (\$1.00) and other good and valuable consideration paid to Grantor by Grantee, receipt of which is hereby acknowledged, Grantor, has this day conveyed, transferred, and delivered unto Grantee a permanent easement and right-of-way and perpetual right to enter upon the real estate hereinafter described at any time to construct, reconstruct, maintain, inspect and/or repair irrigation and electrical infrastructure which may be constructed through and under the lands hereinafter described.

The permanent easement and perpetual right of entry is described as follows:

Part of Lot 1 of Certified Survey Map No. 19069 recorded in the Office of Register of Deeds for Marathon County as Document No. 1845587, being part of Government Lot 6, Section 26, Township 29 North, Range 7 East, City of Wausau, Marathon County, Wisconsin, described as follows:

The Westerly 10 feet of said Lot 1.

In further consideration of this easement by Grantor, Grantee forever agrees to hold Grantor harmless from all damages, loss, or claims in any way arising out of, or resulting from or connected with the presence or operation of Grantee's facilities or equipment on Grantor's property or any activities or operations undertaken by Grantee under or in connection with this easement. Grantee further agrees that it will use good faith reasonable efforts to return the disturbed lands and surface improvements and landscaping subject to this easement to a similar condition which existed prior to the construction.

Except with Grantee's express written consent, no buildings, structures or surface improvements such as, but not limited to, asphalt pavement or sidewalk shall be constructed upon or across the permanent easement lands; nor shall large trees be planted upon the permanent easement lands, but small trees and shrubs not exceeding approximately eight feet in height at maturity are permitted.

Grantor covenants that it is lawfully seized and possessed of the real estate above described and that it will defend the title thereto against the lawful claims of all persons whomsoever.

This agreement shall run with the land, encumbering the property encompassed by the easement in perpetuity, and shall be binding upon and shall inure to the benefit of the parties hereto and to their respective successors and assigns.

[SIGNATURE PAGE FOLLOWS]

Recording Area

Name and Return Address
City Attorney's Office
407 Grant Street
Wausau WI 54403

PIN: Part of 291-2907-264-0968

IN WITNESS WHEREOF, this agreement has been duly executed the day and year first above written.

RIVERLIFE CONDOS, LLC BY:

CITY OF WAUSAU BY:

Mitch Viegut, Managing Member

Katie Rosenberg, Mayor

Kaitlyn A. Bernarde, City Clerk

STATE OF WISCONSIN)
) ss.
COUNTY OF MARATHON)

Personally came before me this _____ day of _____, 2022, the above named Katie Rosenberg, Mayor, and Kaitlyn A. Bernarde, Clerk for the City of Wausau, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Notary Public, Wisconsin
My commission expires: _____

STATE OF WISCONSIN)
) ss.
COUNTY OF MARATHON)

Personally came before me this _____ day of _____, 2022, the above named, Mitch Viegut, Managing Member of Riverlife Condos, LLC, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public, Wisconsin
My commission expires: _____

This instrument was drafted by
Anne L. Jacobson, City Attorney
for the City of Wausau
407 Grant, Street
Wausau WI 54403-4783

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

RESOLUTION OF THE ECONOMIC DEVELOPMENT COMMITTEE

Approving Second Amendment to the Development Agreement for the Wausau Center Mall redevelopment project with Greater Wausau Prosperity Partnership, LTD and Wausau Opportunity Zone, Inc. (WOZ)

Committee Action: Approved 4-1

Fiscal Impact: None

File Number: 19-0921

Date Introduced: May 10, 2022

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, on October 1 2019 your Common Council approved a development agreement with Wausau Opportunity Zone, Inc. for the purchase of the Wausau Center Mall; and

WHEREAS, on November 24, 2020 your Common Council approved a redevelopment plan and related term sheet summarizing the city's participation in the mall demolition and public infrastructure construction; and

WHEREAS, on January 26, 2021, your Common Council approved a First Amendment to the Development Agreement; and

WHEREAS, a Second Amendment to the Development Agreement is proposed with the following changes:

- Replaces the ground and air rights lease with specific agreements to go forward. This will be a condo structure for Parking Lot 1 and the remainder of that block given the concept of vertical ownership (i.e. building(s) over the parking structure). There is a need to retain flexibility for this block so that different development opportunities can be pursued.
- Provides for the deeding of land to the City to make the new streets, and the City's agreement to do so.

- Memorializes the current status of the DNR case and requirements relating thereto. It also confirms, but does not expand, the City's current obligations with respect to contaminated soils.
- Provides for a deadline to demolish the JC Penney's building.
- Clarifies that the City has the option in the future to cease operating one or both of the parking lots. WOZ has the opportunity to buy for \$1 if that happens.

WHEREAS, your Economic Development Committee, at their April 6, 2022 meeting, discussed and recommended approving the Second Amendment to the Development Agreement with Greater Wausau Prosperity Partnership, LTD and Wausau Opportunity Zone, Inc. (WOZ).

NOW, THEREFORE, BE IT RESOLVED that the Common Council of the City of Wausau does here approve the Second Amendment to the Development Agreement with Greater Wausau Prosperity Partnership, LTD and Wausau Opportunity Zone, Inc. (WOZ) in substantially the form of that which is attached hereto and incorporated herein by reference and directs the proper City officials to execute the Second Amendment.

Approved:

Katie Rosenberg, Mayor

MINUTES

Economic Development Committee Meeting

Date | time Wednesday, April 6, 2022, at 5:00 P.M. | *Meeting called to order by* Neal at 5:00 P.M.

In Attendance

Members Present: Tom Neal (C), Sarah Watson, Lis Rasmussen, Becky McElhaney, Tom Kilian

Others Present: Mayor Rosenberg, Liz Brodek, Tammy Stratz, Randy Fifrick, Attorney Anne Jacobson, Chuck Ghidorzi, Brad Lenz, Atty. Joe Mella, Eric Lindman (Webex), Patrick Peckham (Webex), Maryanne Groat (Webex)

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

Skipped to Agenda Item 9 – Discussion and possible action on approving Second Amendment to the Wausau Opportunity Zone (WOZ) Development Agreement (Brodek, Atty, Jacobson)

Brodek explained the purpose of the amendment is to clean up title to the property for future redevelopment.

Rasmussen spoke in support of the amendment to the development agreement.

Rasmussen motioned to approve, seconded by McElhaney.

Kilian requested clarification on the time sensitivity of this request. Brodek responded the amendment provides clarity to W.O.Z. as to what exactly is their property and what is the cities, so when development plans are presented to the committee, this issue is already resolved.

PASSED 4-1 with Kilian being the dissenting vote.

**SECOND AMENDMENT TO
PURCHASE AND DEVELOPMENT AGREEMENT
(Wausau Center Mall)**

THIS SECOND AMENDMENT TO PURCHASE AND DEVELOPMENT AGREEMENT (this “Amendment”) is made as of the ____ day of _____, 2022 (the “Effective Date”), by and between the **CITY OF WAUSAU**, a Wisconsin municipal corporation (the “City”), **GREATER WAUSAU PROSPERITY PARTNERSHIP, LTD.**, a Wisconsin non-stock corporation formerly known as Wausau Area Chamber Foundation, Inc., and organized under Chapter 181 of the Wisconsin statutes (“GWPP”), and **WAUSAU OPPORTUNITY ZONE, INC.**, a Wisconsin corporation organized under Chapter 180 of the Wisconsin statutes (“Developer”).

RECITALS

WHEREAS, the City and Developer entered into that certain Purchase and Development Agreement with an effective date of January 17, 2020 (the “Original Development Agreement”), with respect to Developer’s acquisition and development of the Mall Property as described in the Development Agreement, as amended by the First Amendment to Purchase and Development Agreement dated January 27, 2021 (the “First Amendment,” which when taken together with the Original Development Agreement are referred to herein as the “Development Agreement”); and

WHEREAS, unless defined herein, capitalized terms shall have the meaning given thereto in the Development Agreement; and

WHEREAS, on or about February 4, 2020, the parties closed on the sale of certain portions of, and interests in, the Mall Property to Developer in accordance with the terms of the Development Agreement; commencing in the first quarter of 2020, Developer commenced the Tenant Relocation; commencing in the second quarter of 2020, Developer undertook the Demolition Work and City commenced the City Demolition and Construction work; and commencing in the second quarter of 2020, the parties undertook the Soil Management Plan; and

WHEREAS, as part of the Soil Management Plan, the Mall Property was designated as a remediation site by the Wisconsin Department of Natural Resources (“WDNR”) as BRRTS Case No. 02-37-587769 with facility ID 737053460 (the “DNR Case”) pursuant to which certain portions of the Demolition Work were modified to provide a cap for the Mall Property (the “Site Cap”) to obtain a so-called No Further Action status for the Mall Property (the “Site Cap Closure Plan”); and

WHEREAS, as contemplated in the Original Development Agreement, Developer presented a proposal to the City for the redevelopment of the Mall Property (the “Redevelopment Plan”), which Redevelopment Plan has been refined and updated to reflect additional street right of way requirements for the City and market interest in redevelopment opportunities presented to Developer, which refined plan is attached hereto as **Exhibit A**, and incorporated herein by reference (the “Updated Redevelopment Plan”); and

WHEREAS, in order to facilitate the Updated Redevelopment Plan, Developer is undertaking a plat of the Mall Property, a copy of which plat submittal is attached hereto as **Exhibit B**, and incorporated herein by reference (the “Mall Property Plat”); and

WHEREAS, in order to facilitate the Updated Redevelopment Plan and Mall Property Plat, certain land and air rights in the Mall Property Plat must be conveyed to Developer and certain land rights in the Mall Property must be dedicated to the City for public right of way; and

WHEREAS, in order to facilitate the Updated Redevelopment Plan, as work proceeds with redevelopment of the Mall Property, it is contemplated that the Site Cap will be removed in certain areas of the Mall Property to allow for construction of public streets, sidewalks and related improvements, as well as private building and related improvements, requiring the City and Developer to obtain post closure cap modification permission from the WDNR, which work will be undertaken in a coordinated and cohesive manner to facilitate cost-effective redevelopment; and

WHEREAS, in order to facilitate the Updated Redevelopment Plan, as work proceeds with redevelopment of the Mall Property, it is anticipated that the City will install temporary streets and sidewalks to facilitate the private development of portions of the Mall Property, and upon completion of such private development, the City will install its final of public streets, sidewalks and related improvements, which work will be undertaken in a coordinated and cohesive manner to facilitate cost-effective redevelopment, and

WHEREAS, the parties desire to amend and supplement the Development Agreement as set forth herein.

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

1. Definitions.

a. Any term used in this Amendment but not defined herein shall have the meaning assigned to that term in the Development Agreement. As used in this Amendment, the following terms shall have the following meanings:

b. “Ground and Air Rights Lease”, shall mean that certain Ground and Air Rights Lease, as amended and restated as of November 1, 1980 by and between the Redevelopment Authority of the City of Wausau (Landlord), and Wausau Joint Venture (Tenant), recorded in said Register’s office on December 31, 1980 in Micro-Record 324 on pages 989-1159, as Document No. 773864; and First Amendment to Ground and Air Rights Lease, dated as of February 1, 1981 and recorded in said Register’s office on April 6, 1981 in Micro-Record 329 on pages 120-129, as Document No. 776944; and Second Amendment to Ground and Air Rights Lease, dated as of March 1, 1982 and recorded in said Register’s office on September 14, 1982 in Micro-Record 351 on pages 191-235, as Document No. 793634; and Third Amendment to Ground and Air Rights Lease, dated as of October 1, 1982 and recorded in said Register’s office on December 9, 1982 in Micro-

Record 355 on page 838, as Document No. 797036; and Assignment and Assumption of Ground and Air Rights Lease dated as of March 24, 2011 and recorded in said Register's office on April 4, 2011, as Document No. 1593562; as referenced in that certain Affidavit Regarding Title Matters recorded in said Register's office on December 22, 2010, as Document No. 1586651; and the Fifth Amendment to Ground and Air Rights Lease between The City of Wausau, a Wisconsin municipal corporation and Wausau Opportunity Zone, Inc., a Wisconsin corporation, dated February 4, 2020 and recorded in said Register's office on February 6, 2020, as Document No. 1797471, as assigned to Wausau Opportunity Zone Inc., a Wisconsin corporation, by Assignment and Assumption of Ground and Air Rights Lease dated February 4, 2020 and recorded in said Register's office on February 5, 2020, as Document No. 1797400.

c. "Original Redevelopment Plan", as used herein shall mean the Redevelopment Plan, as Amended October 29, 1979 for the Down Shopping Center Redevelopment Project Area, recorded in the office of the Register of Deeds for Marathon County, Wisconsin, on February 8, 1980 in Micro-Record 309 on pages 545-581, as Document no. 762327; and amendment to the Redevelopment Plan recorded in said Registers office on December 31, 1980 in Micro-Record 324 on pages 726-728, as Document No. 773860, as referenced in that certain Affidavit Regarding Title matters recorded in said Register's office on December 22, 2010, as Document No. 1586651.

d. "Original Redevelopment Agreement", as used herein, shall mean the Redevelopment Agreement by and between the Redevelopment Authority of the City of Wausau Wisconsin and Wausau Joint Venture, dated as of October 30, 1979 and recorded in said Register's office on December 31, 1980 in Micro-Record 324 on pages 729-869, as Document No. 773861; and First Amendment to Redevelopment Agreement made as of May 12, 1980 and recorded in said Register's office on December 31, 1980 in Micro-Record 324 on pages 870-981, as Document No. 773862; and Second Amendment to Redevelopment Agreement made as of November 25, 1980 and recorded in said Register's office on December 31, 1980 in Micro-Record 324 on pages 982-988, as Document No. 773863; as referenced in that certain Affidavit Regarding Title matters recorded in said Register's office on December 22, 2010, as Document No. 1586651.

e. "Party Wall and Support Agreements", shall mean the agreements between Developer and City to memorialize the rights and obligations of City and Developer with respect to Parking Lot 1 Property and Parking Lot 2 Property and adjoining portions of the Mall Property in the forms attached hereto as **Exhibit C-1** (with respect to the Parking Lot 1 Property) and **Exhibit C-2** (with respect to the Parking Lot 2 Property).

f. "Penney's Ground and Air Rights Sublease", shall mean unrecorded Lease by and between Wausau Penney Investor Joint Venture and Wausau Joint Venture, as evidenced by Memorandum of Lease, dated as of November 1, 1980 and recorded in said Register's office on December 31, 1980 in Micro-Record 324 on pages 1160-1165, as Document No. 773865; and First Amendment to Penney Investor Air Rights Sublease, dated as of March 1, 1982 and recorded in said Register's office on September 14, 1982 in Micro-Record

351 on pages 287-302, as Document No. 793639; and Second Amendment dated January 1, 1983 and recorded in said Register's office on May 24, 1983 in Micro-Record 383 on pages 779-784, as Document No. 818678; and Agreement Re Nondisturbance, Attornment, Parking and Bus Service by and between the Redevelopment Authority of the City of Wausau and Wausau Penney Investor Joint Venture, dated as of November 1, 1980 and recorded in said Register's office on December 31, 1980 in Micro-Record 325 on pages 44-80, as Document No. 773870; and First Amendment to Agreement Re Nondisturbance, Attornment, Parking and Bus Service between Redevelopment Authority and Wausau Penney Investor, dated as of March 1, 1982 and recorded in said Register's office on September 14, 1982 in Micro-Record 351 on pages 303-313, as Document No. 793640; and Assignment and Assumption of Air Rights Sublease dated as of March 24, 2011 and recorded in said Register's office on April 4, 2011, as Document No. 1593563, as assigned to Wausau Opportunity Zone Inc., a Wisconsin corporation, by Assignment and Assumption of Air Rights Sublease, dated February 4, 2020 and recorded in said Register's office on February 5, 2020, as Document No. 1797401.

2. Repeal of Original Redevelopment Plan. City and Developer agree that the Original Redevelopment Plan is no longer applicable to the Mall Property. City hereby repeals the Original Redevelopment Plan and shall undertake all further action, including but not limited to adoption of such repeal by recordable resolution, to repeal the Original Redevelopment Plan. Developer hereby acknowledges and agrees to such repeal and will cooperate with City regarding any reasonable requests to carry the publication and adoption of such resolution. The City's repeal of the Original Redevelopment Plan is conditioned upon the consent/ratification of such repeal by the City of Wausau Community Development Authority ("CDA").

3. Termination of Original Redevelopment Agreement. The Developer, as successor to Wausau Joint Venture, and City, as successor to the Redevelopment Authority of the City of Wausau, Wisconsin hereby agree that the Original Redevelopment Agreement is terminated and of no further force and effect. Developer and City will cooperate and use commercially reasonable efforts to memorialize and publish such termination. The City's termination of the Original Redevelopment Agreement is conditioned upon the consent/ratification of such termination by the CDA as well as the City of Wausau Transit Commission and the City of Wausau Utility Commission.

4. Party Wall and Support Agreements. The parties hereto shall execute and deliver the Party Wall and Support Agreements concurrently with the execution and delivery of this Amendment. Upon the declaration of the condominium contemplated in Section 15, the City and Developer agree to undertake modifications or the termination of the Party Wall Support Agreement with respect to Parking Lot 1 if it is determined that the condominium declaration provides for substantially similar rights and duties between the parties.

5. Termination of Ground and Air Rights Lease. The Developer, as successor to Wausau Joint Venture, and City, as successor to the Redevelopment Authority of the City of Wausau, Wisconsin hereby agree that the Ground and Air Rights Lease will be terminated and of no further force and effect upon the execution and delivery of the Party Wall and Support

Agreements. If requested by Developer, City will convey any remaining interest City may have in the Mall Property as may have arisen pursuant to the Ground and Air Rights Lease to Developer by quit claim deed; provided, however, that such conveyance shall be subject to the terms and conditions of the Party Wall and Support Agreements and the declaration of the condominium contemplated herein; and provided further that, for avoidance of doubt, such conveyance shall not affect the conveyances to the City pursuant to the ROW Dedication discussed below.

6. Termination of Penney's Ground and Air Rights Sublease. The Developer, as successor to Wausau Penney Investor Joint Venture and Wausau Joint Venture, and City, as successor to the Redevelopment Authority of the City of Wausau, Wisconsin hereby agree that the Penney's Ground and Air Rights Sublease will be terminated and of no further force and effect upon execution and delivery of the Party Wall and Support Agreements, provided, however, that the City makes no representation or determination that the City and Developer are all necessary parties to join in such termination.

7. Amendments to Development Agreement. The Development Agreement is hereby amended as follows:

a. "Demolition Work Completion Deadline", as used in the First Amendment is hereby deleted in its entirety and replaced by the following:

"Demolition Work Completion Deadline" shall mean, as it pertains to the demolition and removal of the Air Rights Improvements from the Air Rights Parcel by December 31, 2027; and as it pertains to the other remaining Demolition Work, a date which is not more than thirty (30) days after the completion of all redevelopment of Blocks B, C, D, and E as depicted in the Updated Redevelopment Plan and the final completion of the work pursuant to the Final Street Plans (as defined in this Second Amendment to the Purchase and Development Agreement), with the understanding between the parties that no additional post closure cap modifications will be sought from the WDNR.

b. *Demolition Work.* The Demolition Work and City Demolition and Reconstruction Work are hereby modified to the extent necessary to comply with the Site Cap Closure Plan and any subsequent post closure modifications thereto as approved by WDNR.

c. *Developer ROW Dedication.* Subsection 2.h. of the First Amendment is hereby deleted in its entirety. Any use of or references to the term ROW Dedication as used in the First Amendment shall be deemed to use the term ROW Dedication as contained in this Second Amendment to the Purchase and Development Agreement.

d. *City Street Construction.* Section 2.i, of the First Amendment is hereby deleted in its entirety.

8. Conveyances to City. Within a reasonable time following the final approval, acceptance and recordation of the Mall Property Plat (the "ROW Dedication Deadline"), if not otherwise

accomplished pursuant to applicable law, Developer will convey to the City Outlot 5, Outlot 7, and Outlot 8 in the Mall Property Plat (the “ROW Dedication”). The conveyances included in the ROW Dedication are anticipated to encompass approximately 138,908 square feet, of which Developer’s portion includes approximately 130,119 square feet. The ROW Dedication shall be for purposes of constructing and operating new streets, sidewalks and utilities in extensions of 2nd Street, 3rd Street, Jackson Street, and Washington Street, and remnant portions of 1st and Forest Streets, as well as use by the City in conjunction with the ownership and operation of Parking Lot 2. The ROW Dedication will be by special warranty deed, free from any liens arising through Developer. Property taxes for the lands included in the ROW Dedication shall be prorated as of the day prior to the dedication, Developer will receive a credit or payment for the remaining tax obligation for the year of the ROW Dedication, and Developer will be responsible for payment of the property taxes on the ROW Dedication for the year of dedication.

9. Completion of Streets. Within a reasonable time following the ROW Dedication, the City will proceed to finalize conceptual design of the new streets, sidewalks in the extensions of 2nd Street, 3rd Street, Jackson Street, and Washington Street (the “Final Street Plans”), which shall be subject to revision, in consultation with Developer from time to time based on the actual redevelopment that takes place pursuant to the Updated Redevelopment Plan. The City will contemporaneously design and construct temporary roadways within the newly dedicated portions of 2nd Street, 3rd Street, Washington Street, and Jackson Street and design and construct all utilities in the extensions of 2nd Street, 3rd Street, Jackson Street, and Washington Street while construction on the parcels identified as Lot 4 and Lot 5 in the Mall Property Replat is undertaken and completed and the refacing of the HOM Parcel is completed (the “Temporary Street and Utility Plans”). The City shall actively and continuously (subject to prudent construction planning and implementation and taking into account seasonal limitations, to facilitate cost-effective redevelopment) work on such projects until completion. Upon the completion of the construction or redevelopment of Blocks A, B, C, D, and E as contemplated in the Updated Redevelopment Plan, the City will within twelve (12) months thereof proceed to implement the construction of the streets, sidewalks, and utilities within all the dedicated rights of way pursuant to the Final Street Plans. The City shall actively and continuously work on such projects until completion (subject to prudent construction planning and implementation and taking into account seasonal limitations, to facilitate cost-effective redevelopment).

10. Conveyances to Developer. Contemporaneously with the ROW Dedication, City will convey to Developer the parcels identified as Lot 1 (or a condominium unit that contains such Lot 1) and Outlot 3, as well as the City’s interest, if any, in Outlot 1 depicted in the Mall Property Plat (or a condominium unit that contains such Lot 1) (collectively, the “City Conveyances”) for \$1.00, all of which conveyances shall be by quit claim deed and subject to all matters of record. Developer may obtain title insurance for such properties, at its sole cost, and City shall cooperate with all reasonable requests of Developer for purposes of obtaining the issuance of such policy and removal of any title encumbrances identified therein. Developer shall bear all costs associated with the recoding and closing of this conveyance (other than preparation of the deed, which shall be borne by City). Developer shall record a memorandum of the Development Agreement immediately after the deed, and the City Conveyances property shall, upon transfer to Developer, be deemed part of the Property for the purposes of the ongoing

covenants of the Development Agreement. DEVELOPER ACKNOWLEDGES AND AGREES THAT DEVELOPER IS ACCEPTING THE CITY CONVEYANCES 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 CONDITION OF THE CITY CONVEYANCES PROPERTY.

11. Mall Property Environmental Investigation. City and Developer acknowledge that City and Developer have retained REI Engineering, Inc. (“Engineer”) to undertake further site investigation with respect to portions of the Mall Property currently owned by City but are intended to be conveyed to Developer as part of the City Conveyances.

12. Soil Management Plan. The City and Developer acknowledge and agree that they have developed and implemented a soil management plan with respect to the Mall Property to the address the DNR Case closure requirements for contaminated soil management at the Mall Property. Case closure of the DNR Case is anticipated to occur within sixty (60) days of the Effective Date. Pursuant to the indemnification obligations of City in the Development Agreement, City, at its cost, will continue to (a) cause Engineer to undertake all soil testing and reporting with respect to any soils that are exposed as part of any Site Cap removal, and (b) undertake all legally required contaminated soil handling, removal and disposal from the Mall Property. For purposes of clarity, Developer will be responsible for the cost of any desired removal/disposal/excavation of uncontaminated soil for areas owned by Developer, and Developer shall offer such uncontaminated soil to the City (free of charge) if Developer is otherwise disposing off-site. The Developer may elect to either have City enter directly into one or more agreements to handle its obligations in this regard or enter into one or more agreements to address City’s obligations and thereafter have City reimburse Developer on demand for all costs and expenses incurred in undertaking City’s obligations.

13. Site Cap Closure Plan Modifications, Compliance Documentation, and Report Submittals. Pursuing and obtaining any post closure cap plan modifications for the Site Cap under the DNR Case, along with maintaining recordkeeping to document compliance with any WDNR required soil management plans/site post closure plan cap modification plans and submittal of any required reports to WDNR for such plans, will be undertaken by the party that owns the land upon which the Site Cap sought to be modified or removed is located. For purposes of clarity, GWPP and Developer will be responsible for and bear the cost of Site Cap Closure Plan modifications, compliance documentation and report submittals for areas owned by Developer and the City will be responsible for and bear the cost of Site Cap Closure Plan modifications, compliance documentation and report submittals for the lands owned by City. GWPP, Developer and City will work cooperatively and will use commercially reasonable efforts to coordinate removal of the Site Cap pursuant to any party’s Site Cap Closure Plan modification, to allow for subsurface testing, soil handling and removal, and clean fill replacement as needed when the anticipated construction of the new facilities within Blocks A, B, C, D, and E of the Updated Redevelopment Plan and the City street and right of way projects.

14. Site Cap Removal and Excavation Activities. The City, GWPP and Developer acknowledge and agree that certain redevelopment activities are anticipated to occur first within Lot 4 of the Mall Property Plat and second within Lot 5 of the Mall Property Plat (the “Initial Redevelopment Projects”). It is anticipated that these Initial Redevelopment Projects will include the excavation of portions of these lots for purposes of construction of buildings with underground parking facilities. Such excavation activities will further require excavation of portions of the rights of way of the newly dedicated Washington, 3rd and Jackson Streets (as such streets are anticipated to be constructed pursuant to ROW Dedication), the cost of which shall be borne by Developer, regardless of whether such activities are within lands subject to the right-of-way, except for costs associated with any legally required contaminated soil handling, removal and disposal from such areas, the cost of which shall remain the responsibility of the City. Developer shall offer excavated uncontaminated soil to the City (free of charge) if Developer is otherwise disposing off-site. City hereby agrees to timely provide GWPP and Developer a temporary construction and excavation license to enter into such rights of way for such construction and related purposes upon receipt of project plans and other information reasonably requested by the City, subject to standard terms and conditions of such a license agreement. Notwithstanding the preceding portions of this subsection, City, GWPP, and Developer agree to work collaboratively and in good faith to establish efficient timelines, procedures and protocols to allow for (a) the removal of the Site Cap for such Initial Redevelopment Projects, (b) the removal of the Site Cap within the adjoining rights of way, (c) the testing of soils within the areas of Site Cap removal, (d) the excavation, handling, removal and disposal of any contaminated soils in the areas of Site Cap removal, (e) the replacement with clean fill within the areas of Site Cap removal, (f) the replacement of Site Cap in the areas of Site Cap removal with such materials as required by any approved post closure Site Cap modification plans, and (g) the retention and completion of documentation required to demonstrate compliance with and the submittal of any required reports to the WDNR as required by the approved soil management/site cap post closure modification plans for these activities; subject, in each case, to the cost allocations set forth herein.

15. Declaration of Condominium. The parties acknowledge and agree that the area of the Mall Property that held the former JC Penney department store and Parking Lot 1 need to be converted to the condominium form of ownership to facilitate further redevelopment. The City will work cooperatively with Developer to declare a condominium form of ownership for the parcels of property and air rights above them identified in the Mall Property Plat as “AIR RIGHTS” (the “Additional Air Rights Parcel”), Lot 1, Lot 2, Outlot 1, Outlot 2, and Outlot 6 as well as the Air Rights Parcel (as defined in the Original Development Agreement). The condominium will be declared by Developer and joined by City, at Developer's cost, concurrently the recording of the Mall Property Plat as a final plat. Subject to further review and refinement, individual units of the condominium are currently contemplated to contain parcels and be designated generally as follows: (a) Parking Lot 1 and Outlot 6 of the Mall Property Plat as the parking lot unit, (b) Lot 1 of the Mall Property Plat as a numbered redevelopment unit, (c) the Additional Air Rights Parcel as a numbered redevelopment unit, and (d) The Air Rights Parcel as a numbered redevelopment unit. As the condominium planning is further refined, it is anticipated that all or a portion of one or more of Lot 2 (excluding Parking Lot 1), and Outlots 1, 2 and 6 of the Mall Property Plat may be declared as common elements and/or limited common

elements of the condominium. The declaration of this condominium will reserve to Developer (as declarant) the right to modify the boundaries of all units anticipated to be utilized for the redevelopment of Block A and Block B of the Updated Redevelopment Plan, including, without limitation, amending one or more condominium unit boundaries to include the Additional Air Rights Parcel; provided, however, that, so long as the City owns the condominium unit declared for Parking Lot 1, such changes shall not materially interfere with the operation of Parking Lot 1 by the City or the appurtenant rights benefiting Parking Lot 1 in the Party Wall Support Agreement for Parking Lot 1 (as may be memorialized in the condominium declaration).

16. Developer Option to Purchase the Additional Air Rights Parcel. Subject to and conditioned upon completion of the ROW Dedication, City hereby grants to Developer the option to purchase the Additional Air Rights Parcel (or the condominium unit declared to contain such Additional Air Rights Parcel) as generally contemplated as part of Block A in the Updated Redevelopment Plan (“Block A Development Project”). If such option is exercised by Developer, such sale shall pursuant to the same general terms and conditions stated in this Amendment with respect to the City Conveyances, including the following terms: (i) purchase price of \$1.00; (ii) quit claim deed by the City; (iii) AS-IS sale subject to all matters of record; (iv) recordation of a memorandum of the Development Agreement immediately after the deed; and (v) all costs of the transfer to be borne by Developer (transfer taxes, recording fees, title insurance costs, etc.). Upon transfer, such property shall be deemed part of the Property for the purposes of the ongoing covenants of the Development Agreement.

17. Parking Lot 1 Modifications. In conjunction with such Block A Development Project, Developer and City acknowledge that they may enter into one or more easement or similar agreements as Developer reasonably requests to carry out the project, including, but not limited to the right to modify portions of Parking Lot 1, provided such modifications do not materially interfere with the operation of Parking Lot 1 by the City and are completed, in consultation with the City, reasonable timing/phasing construction practices so as to reduce disruptions with such parking operation. The modifications contemplated in any such agreements will be subject to the prior approval of City, which shall not be unreasonably withheld, conditioned or delayed and will provide that Developer will bear the costs of such modifications and will provide indemnification to the City with respect to any such modifications. The parties contemplate that the rights granted Developer pursuant to this subsection may be assigned to and enforced by one or more purchasers of the Block A Redevelopment Project.

18. Pedestrian Easements. Developer and City anticipate that the redevelopment of Lot 1, Lot 2, the Additional Air Rights Parcel, and Lot 3 of the Mall Property Plat (or the condominium unit or units that a declared to contain these parcels) will require contemporaneous creation of one or more easements or similar conveyances for pedestrian and similar access rights with respect to such parcels. Additionally, Developer and City anticipate that the redevelopment of Lot 4 and Lot 5 of the Mall Property Plat may also require one or more easements or similar conveyances for pedestrian and similar access rights with respect to Lot 4 or Lot 5 of the Mall Property Plat. All such easements are subject to further refinement and City approvals, including, without limitation, any necessary approvals from the City of Wausau Plan Commission and the City's Capital Improvements and Street Maintenance Committee

19. Stormwater Management. Developer and City anticipate that the redevelopment of Lot 3 of the Mall Property Plat may include certain green space or similar components that will require contemporaneous creation of a stormwater management plan with associated easements or similar conveyances. Such plan/easements are subject to further refinement and City approvals, including, without limitation, any necessary approvals from the City of Wausau Plan Commission and the City's Capital Improvements and Street Maintenance Committee.

20. Parking Lot Purchase Options. For avoidance of doubt, the "Parking Lot 1 Parcel" in the context of the Parking Lot Purchase Option with respect to Parking Lot 1 shall include the following parcels identified in the Mall Property Plat: (i) Lot 2 and (ii) Outlot 6 (subject to any public dedications which may occur prior to the exercise of such option). Upon the declaration of this condominium contemplated by Section 15, City will grant to Developer the option to purchase the unit containing Parking Lot 1 on the same terms and conditions as the Parking Lot Purchase Option with respect to Parking Lot 1.

21. Miscellaneous.

a. No Other Amendments. Except as amended hereby, the Development Agreement is not otherwise amended and remains in full force and effect.

b. Further Assurances. GWPP, Developer and the City will further execute and deliver such other documents or instruments as may be necessary to carry out the intent of the contemplated amendments to the Development Agreement as stated in this Amendment.

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

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

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

f. Counterparts/Electronic Signature. This Amendment may be executed in several counterparts, each of which shall be deemed an original but all of which counterparts collectively shall constitute one instrument representing the agreement among the parties. Facsimile signatures and PDF email signatures shall constitute originals for all purposes.

[SIGNATURE PAGE FOLLOWS]

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

DEVELOPER:

WAUSAU OPPORTUNITY ZONE, INC.

By: _____

Name: _____

Title: _____

GWPP:

GREATER WAUSAU PROSPERITY
PARTNERSHIP, LTD.

By: _____

Name: _____

Title: _____

THE CITY

CITY OF WAUSAU

By: _____

Katie Rosenberg, Mayor

Attest: _____

Name: Kaitlyn Bernarde, Clerk

EXHIBIT A

Updated Redevelopment Plan Conceptual Drawing



DRAWING FILE: P:\9400-9499\9485 GHIDORZI MALL\DWG\SURVEY\9485-PLAT EXHIBIT.DWG LAYOUT: EX4 PLOTTED: APR 01, 2022 - 10:34AM PLOTTED BY: LOGANZ

WAUSAU OPPORTUNITY ZONE PARCELS
301 WASHINGTON STREET
WAUSAU, WISCONSIN

FIGURE : REDEVELOPMENT EXHIBIT A

PROJECT NO.	9485	DRAWN BY:	LAZ	DATE:	03/30/2022
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EXHIBIT C-1

Party Wall and Support Agreement for Parking Lot 1

EXHIBIT B

Alexander Davis Plat (preliminary)

EXHIBIT CEASEMENT AGREEMENT

(Parking Lot 1)

THIS EASEMENT AGREEMENT (this “Agreement”) is made as of the ____ day of _____, 2022 (the “Effective Date”), by and between the CITY OF WAUSAU, a Wisconsin municipal corporation (the “City”) and WAUSAU OPPORTUNITY ZONE, INC., a Wisconsin corporation organized under Chapter 180 of the Wisconsin statutes (“Developer”).

RECITALS

WHEREAS, City is the owner of the Parking Lot Parcel 1 more fully described in **Exhibit A**, attached hereto and incorporated herein by reference (“Parking Lot Parcel 1”) upon which City has constructed, owns and operates a parking ramp facility officially designated as City Parking Lot 1 (“Parking Lot 1”); and

WHEREAS, Developer is the owner of the real property more fully described in **Exhibit B**, attached hereto and incorporates herein by reference (the “Former Mall Property”); and

WHEREAS, Developer is the owner of air rights above Parking Lot Parcel 1 more fully described in Exhibit B, attached hereto and incorporated herein by reference (the “Air Rights Parcel”) upon which is currently constructed a retail facility that formerly housed a J.C. Penney department store; and

WHEREAS, certain easements and similar rights were granted between the predecessor owners of Parking Lot Parcel 1 and Parking Lot 1 and the Air Rights Parcel pursuant to a Ground and Air Rights Lease Ground and Air Rights Lease, as amended and restated as of November 1, 1980 by and between the Redevelopment Authority of the City of Wausau (Landlord), and Wausau Joint Venture (Tenant), recorded in said Register’s office on December 31, 1980 in Micro-Record 324 on pages 989-1159, as Document No. 773864; and First Amendment to Ground and Air Rights Lease, dated as of February 1, 1981 and recorded in said Register’s office on April 6, 1981 in Micro-Record 329 on pages 120-129, as Document No. 776944; and Second Amendment to Ground and Air Rights Lease, dated as of March 1, 1982 and recorded in said Register’s office on September 14, 1982 in Micro-Record 351 on pages 191-235, as Document No. 793634; and Third Amendment to Ground and Air Rights Lease, dated as of October 1, 1982 and recorded in said Register’s office on December 9, 1982 in Micro-Record 355 on page 838, as

Document No. 797036; and Assignment and Assumption of Ground and Air Rights Lease dated as of March 24, 2011 and recorded in said Register's office on April 4, 2011, as Document No. 1593562; as referenced in that certain Affidavit Regarding Title Matters recorded in said Register's office on December 22, 2010, as Document No. 1586651; and the Fifth Amendment to Ground and Air Rights Lease between The City of Wausau, a Wisconsin municipal corporation and Wausau Opportunity Zone, Inc., a Wisconsin corporation, dated February 4, 2020 and recorded in said Register's office on February 6, 2020, as Document No. 1797471, as assigned to Wausau Opportunity Zone Inc., a Wisconsin corporation, by Assignment and Assumption of Ground and Air Rights Lease dated February 4, 2020 and recorded in said Register's office on February 5, 2020, as Document No. 1797400 (the "GARL"); and

WHEREAS, the GARL has been terminated by City and Developer contemporaneously the execution and delivery hereof with the understand and agreement that certain air rights, access and easements contained in the GARL will be conveyed between City and Developer as provided herein; and

WHEREAS, this Agreement is being entered into pursuant to the terms and conditions of a certain Purchase and Development Agreement dated as of January 17, 2020 between the City and Developer (as amended to date and as may be further amended from time to time, the "Development Agreement").

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

Section 1. Easements for Existing Ground Utilities. City hereby grants to Developer and all those claiming through or under Developer the non-exclusive right, privilege and easement in, to, over, under and across Parking Lot Parcel 1 and Parking Lot 1, to reconstruct, use, maintain, repair and replace, all underground utility lines as are currently in existence on the date hereof that serve the Former Mall Property.

Section 2. Easements for Existing Signs and Construction. City hereby grants to Developer and all those claiming through or under Developer the non-exclusive right, privilege and easement (a) to install, use, maintain, repair and replace signs (which may be illuminated) within the Parking Lot Parcel 1 at their present locations as may in existence on the date hereof and at such other locations and of a design approved by City, which approval shall not be unreasonably withheld, for the purpose of identifying entrances to the Former Mall Property, Air

Rights Parcel and/or buildings thereon; and (b) to construct, install, use, maintain, repair and replace such roof, canopies and building overhangs, entrance arches, awnings, signing, lighting and other similar appurtenances to the building improvements of the Developer its lessees which overhang the Former Mall Property or Air Rights Parcel boundaries (hereinafter called “Building Projections”) as may reasonably be required for the maintenance and operation thereof.

Developer hereby expressly agrees to indemnify and hold the City harmless from all claims, liabilities, cost and expense, whether in connection with personal injury, property damage or otherwise, which result or arise out of the maintenance, repair or use of such, signs and Building Projections unless caused by the negligence or willful acts of City, or its guests or invitees.

Section 3. Easements for Existing Above-Ground Utilities and Services. City hereby grants to Developer and all those claiming through or under Developer the right, privilege and easement to reconstruct, install, use, maintain, repair and replace all such duct shafts, pipe chases and utility lines within such shafts and chases as exist on the date hereof through Parking Lot 1 for the purpose of serving the Air Rights Parcel. Developer hereby expressly agrees to repair, at its sole expense, any damage to Parking Lot 1 caused by Developer in installing, maintaining, repairing, replacing or using such duct shafts, pipe chases and utility lines, and the Developer hereby expressly agrees to maintain and repair or cause to be maintained and repaired such duct shafts, pipe chases and utility lines, and to indemnify and hold City harmless from all claims, liability, cost and expense, whether in connection with personal injury, property damage or otherwise, which result or arise out of the installation, maintenance, repair or use of such duct shafts, pipe chases and utility lines.

Section 4. Easements for Existing Air Rights Parcel Improvements. City hereby grants to Developer and all those claiming through or under Developer the right, privilege and easement to use, maintain, repair and replace all foundations and columns within Parking Lot 1, the third level of Parking Lot 1 and underlying land which may be required for the purpose of supporting the improvements existing on the date hereof constructed within the Air Rights Parcel, and Developer hereby expressly agrees to repair, at its sole expense, any damage to Parking Lot 1 caused by Developer in using, maintaining, repairing and replacing such foundations and columns or the third level of Parking Lot 1, and the Developer further agrees to indemnify and hold City harmless from all claims, liability, cost and expense, whether in connection with personal injury, property damage or otherwise; which result or arise out of the

use, maintenance, repair and replacement of such foundations and columns and the third level of Parking Lot 1, unless caused by the negligence or willful acts of the City or any of its guests or invitee, or its or their employees or agents (including contractors or subcontractors).

Section 5. Easements for Existing Elevator Improvements. Developer hereby grants to City and all those claiming through or under City, the non-exclusive right, privilege and easement, in common with Developer and all those claiming through or under Developer, to reconstruct, install, use, maintain, repair and replace the existing elevators and appurtenant equipment constructed within the Air Rights Parcel for the purpose of serving Parking Lot 1, and City hereby agrees to repair, at its solo expense, any damage to the Former Mall Property and improvements located within the Air Rights Parcel caused by the City in reconstructing, using, maintaining, repairing and replacing such elevators and appurtenant equipment, and the City further agrees to indemnify and hold Developer harmless from all claims, liability, cost and expense, whether in connection with personal injury, property damage or otherwise, which result or arise out of the reconstruction, use, maintenance, repair and replacement of such elevators and appurtenant equipment unless caused by the negligence or willful acts of Developer or any of its guests or invitee, or its or their employees or agents (including contractors or subcontractors). Although none is currently known, should the City or Developer later determine that additional improvements or equipment serving Parking Lot 1 exist within the Air Rights Parcel, the parties agree to cooperate in good faith to modify this easement to include such improvements and/or equipment as well.

Section 6. Easement for Access. So long as the City operates Parking Lot 1 as a parking lot open to the public, City hereby grants to Developer and all those claiming through or under Developer, the non-exclusive right, privilege and easement to use Parking Lot 1 for purposes of ingress to and egress from the Former Mall Property and Air Rights Parcel.

Section 7. Easements for Other Existing Access from Washington Street. City hereby grants to Developer and all those claiming through or under Developer, the non-exclusive right, privilege and easement to use the existing pedestrian ramp, stairway and roof-top of Parking Lot 1 adjacent to Washington Street for pedestrian ingress to and egress from the Air Rights Parcel and the improvements thereon. Developer shall be responsible, at Developer's expense, for maintaining, repairing and (as necessary) replacing such roof-top and any stairways or ramps which exclusively serve such roof-top or the Air Rights Parcel. Developer agrees to

indemnify and hold the City harmless from all claims, liability, cost and expense, whether in connection with personal injury, property damage or otherwise; which result or arise out of the use, maintenance, repair and replacement of such existing pedestrian ramp, stairway and rooftop, unless caused by the negligence or willful acts of the City or any of its guests or invitee, or its or their employees or agents (including contractors or subcontractors).

Section 8. Temporary License to Carry Out Rights. Each of the parties hereto hereby grants to the other party and to all others claiming through or under it the non-exclusive right, privilege and easement to enter upon the premises of the other party for the purpose of making such repairs to the improvements of the other party hereinbefore referred to in connection with the easements granted pursuant to this Agreement to the extent necessary for the purpose of preserving the building improvements of the party making such repairs; provided, however, that neither party or any others claiming through or under it shall exercise the foregoing right to enter and make repairs upon the premises of the other unless such other party fails to make such repairs within any period hereinafter specified for making such repairs or, in the absence of a specified period, within a reasonable period after receipt of notice specifying the nature of the required repairs.

Section 9. Parking Lot Operation and Maintenance. City covenants and agrees with Developer, that so long as Parking Lot 1 is owned by City, City will operate and maintain the Parking Lot 1 consistent with the standards of operation and maintenance for other parking facilities and lots owned and operated by the City of Wausau including adjustments to parking fees to provide for such operations and maintenance; provided, however, that the rules and parking fees established by the City for the Parking Lot 1 shall not unreasonably interfere with the ongoing redevelopment efforts of Developer with respect to the Former Mall Property; and provided further that the City shall have the right and option to cease operating Parking Lot 1 as a parking facility with at least twenty-four (24) months' prior written notice to Developer. Notwithstanding anything contained herein to the contrary, City and Developer acknowledge and agree that Developer shall have no obligation to contribute to the costs of operation and maintenance of Parking Lot 1, other than through the parking fees referenced above.

Section 11. Easements Run With the Land. Each of the easements granted pursuant to this Agreement shall be appurtenant to the property benefited thereby, shall run with the land, and be binding upon the parties hereto, and their respective successor and assigns.

Section 12. Further Assurances. Each party hereto further agrees, upon receipt of request from the other party, to execute such additional instruments as may be necessary or desirable to evidence this Agreement.

Section 13 Notices. All notices provided for in this Agreement shall be in writing and shall be deemed to have been given if (i) deposited in the United States mail, registered or certified, return receipt requested, postage prepaid, or (ii) sent by a nationally recognized overnight courier service, prepaid, addressed as follows:

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

w/ a copy to: City of Wausau
 407 Grant Street
 Wausau, WI 54403
 Attn: City Attorney

If to Developer: c/o Ruder Ware
 500 N. 1st St, Ste. 8000
 P.O. Box 8050
 Wausau, WI 54402
 Attn: Joseph M. Mella, Esq.

or addressed to any such party at such other address, or copies of notices addressed to such additional parties at such additional addresses, as such party shall hereafter furnish by written notice to the other party. The date of giving of any such notice or election shall be (i) the date that is three (3) business days following the posting of the mail, or (ii) the date that is one (1) business day after delivery to the overnight courier service.

Section 14. Miscellaneous.

(a) This Agreement may be executed by each of the parties on separate pages in counterparts, each of which shall be deemed an original, and all counterparts once having been assembled, together shall constitute one and the same instrument.

(b) 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.

(c) Under no circumstances shall any alderperson, council member, officer, official, director, attorney, employee or agent of City have any personal liability arising out of this Agreement, and no party shall seek or claim any such personal liability.

(d) This Agreement shall become effective immediately without further action on the part of any party hereto upon the termination of the GARL.

(e) Upon the transfer of the Parking Facilities to Developer pursuant to a Parking Lot Purchase Option (as defined in the Development Agreement) or another agreement between the parties, the City shall be released from any further obligations hereunder.

[Signatures to Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and sealed as of the day and year first above written.

DEVELOPER:

WAUSAU OPPORTUNITY ZONE, INC.

By: _____
Name: _____
Title: _____

STATE OF WISCONSIN)
) ss.
COUNTY OF MARATHON)

Signed and **Use either** "sworn to" **or** "affirmed" before me on _____,
2022, by _____
[Seal]

Notary Public, State of Wisconsin
My commission expires: _____

[Signatures to Follow]

CITY:

CITY OF WAUSAU

By: _____

Attested to By: _____
Name: _____
Title: _____

STATE OF WISCONSIN)
) ss.
COUNTY OF MARATHON)

Signed and **Use either** "sworn to" **or** "affirmed" before me on _____,
2022, by _____
[Seal]

Notary Public, State of Wisconsin
My commission expires: _____

Drafted by Joseph M. Mella, Ruder Ware LLSC, 500 N. 1st St., Suite 8000, Wausau, WI 54403

EXHIBIT C-2

Party Wall and Support Agreement for Parking Lot 2

EXHIBIT D

EASEMENT AND PARTY WALL AGREEMENT

(Parking Lot 2)

THIS EASEMENT AND PARTY WALL AGREEMENT (this “Agreement”) is made as of the ____ day of _____, 2022 (the “Effective Date”), by and between the CITY OF WAUSAU, a Wisconsin municipal corporation (the “City”) and WAUSAU OPPORTUNITY ZONE, INC., a Wisconsin corporation organized under Chapter 180 of the Wisconsin statutes (“Developer”).

RECITALS

WHEREAS, City is the owner of the Parking Lot Parcel 2 more fully described in **Exhibit A**, attached hereto and incorporated herein by reference (“Parking Lot Parcel 2”) upon which City has constructed, owns and operates a parking ramp facility officially designated as City Parking Lot 2 (“Parking Lot 2”); and

WHEREAS, Developer is the owner of the real property more fully described in **Exhibit B**, attached hereto and incorporates herein by reference (the “Former Mall Property”); and

WHEREAS, certain easements and similar rights were granted between the predecessor owners of Parking Lot Parcel 2 and Parking Lot 2 pursuant to a Ground and Air Rights Lease Ground and Air Rights Lease, as amended and restated as of November 1, 1980 by and between the Redevelopment Authority of the City of Wausau (Landlord), and Wausau Joint Venture (Tenant), recorded in said Register’s office on December 31, 1980 in Micro-Record 324 on pages 989-1159, as Document No. 773864; and First Amendment to Ground and Air Rights Lease, dated as of February 1, 1981 and recorded in said Register’s office on April 6, 1981 in Micro-Record 329 on pages 120-129, as Document No. 776944; and Second Amendment to Ground and Air Rights Lease, dated as of March 1, 1982 and recorded in said Register’s office on September 14, 1982 in Micro-Record 351 on pages 191-235, as Document No. 793634; and Third Amendment to Ground and Air Rights Lease, dated as of October 1, 1982 and recorded in said Register’s office on December 9, 1982 in Micro-Record 355 on page 838, as Document No. 797036; and Assignment and Assumption of Ground and Air Rights Lease dated as of March 24,

2011 and recorded in said Register's office on April 4, 2011, as Document No. 1593562; as referenced in that certain Affidavit Regarding Title Matters recorded in said Register's office on December 22, 2010, as Document No. 1586651; and the Fifth Amendment to Ground and Air Rights Lease between The City of Wausau, a Wisconsin municipal corporation and Wausau Opportunity Zone, Inc., a Wisconsin corporation, dated February 4, 2020 and recorded in said Register's office on February 6, 2020, as Document No. 1797471, as assigned to Wausau Opportunity Zone Inc., a Wisconsin corporation, by Assignment and Assumption of Ground and Air Rights Lease dated February 4, 2020 and recorded in said Register's office on February 5, 2020, as Document No. 1797400 (the "GARL"); and

WHEREAS, the GARL has been terminated by City and Developer contemporaneously the execution and delivery hereof with the understand and agreement that easements contained in the GARL will be conveyed between City and Developer as provided herein; and

WHEREAS, this Agreement is being entered into pursuant to the terms and conditions of a certain Purchase and Development Agreement dated as of January 17, 2020 between the City and Developer (as amended to date and as may be further amended from time to time, the "Development Agreement").

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

Section 1. Easements for Existing Ground Utilities. City hereby grants to Developer and all those claiming through or under Developer the non-exclusive right, privilege and easement in, to, over, under and across Parking Lot Parcel 2 and Parking Lot 2, to reconstruct, use, maintain, repair and replace, all underground utility lines as are currently in existence on the date hereof that serve the Former Mall Property.

Section 2. Easements for Existing Signs and Construction. City hereby grants to Developer and all those claiming through or under Developer the non-exclusive right, privilege and easement (a) to install, use, maintain, repair and replace signs (which may be illuminated) within the Parking Lot Parcel 2 at their present locations as may in existence on the date hereof and at such other locations and of a design approved by City, which approval shall not be unreasonably withheld, for the purpose of identifying entrances to the Former Mall Property

and/or buildings thereon; and (b) to construct, install, use, maintain, repair and replace such roof, canopies and building overhangs, entrance arches, awnings, signing, lighting and other similar appurtenances to the building improvements of the Developer its lessees which overhang the Former Mall Property boundaries (hereinafter called “Building Projections”) as may reasonably be required for the maintenance and operation thereof. Developer hereby expressly agrees to indemnify and hold the City harmless from all claims, liabilities, cost and expense, whether in connection with personal injury, property damage or otherwise, which result or arise out of the maintenance, repair or use of such, signs and Building Projections unless caused by the negligence or willful acts of City, or its guests or invitees.

Section 3. Easements for Existing Party Walls. City hereby grants to Developer and all those claiming through or under Developer the right, privilege and easement to maintain the attachment the structures in existence on the date hereof to the westerly walls of Parking Lot 2 (the “Existing HOM Party Wall”) and each party hereto hereby grants to the other the right, privilege and easement to attach to and use as a common wall, in common with the grantor, any perimeter walls which either party may erect on their respective premises; provided, however, that in each instance (a) such attachment shall not unreasonably contribute to any structural loading on the building improvements constructed by the grantor, and (b) the matter of flashing shall be mutually satisfactory to the parties with the object of minimizing the possibility of future leaks along the line of attachment. Developer hereby expressly agrees to indemnify and hold the City harmless from all claims, liability, cost and expense, whether in connection with personal injury, property damage or otherwise, which result or arise out of the Existing HOM Party Wall, unless caused by the negligence or willful acts of City or any of its guests, invitees, (or its or their employees or agents (including contractors or subcontractors)).

Section 4. Easement for Access. So long as the City operates Parking Lot 2 as a parking lot open to the public, City hereby grants to Developer and all those claiming through or under Developer, the non-exclusive right, privilege and easement to use Parking Lot 2 for purposes of ingress to and egress from the Former Mall Property.

Section 5. Temporary License to Carry Out Rights. Each of the parties hereto hereby grants to the other party and to all others claiming through or under it the non-exclusive right,

privilege and easement to enter upon the premises of the other party for the purpose of making such repairs to the improvements of the other party hereinbefore referred to in connection with the easements granted pursuant to this Agreement to the extent necessary for the purpose of preserving the building improvements of the party making such repairs; provided, however, that neither party or any others claiming through or under it shall exercise the foregoing right to enter and make repairs upon the premises of the other unless such other party fails to make such repairs within any period hereinafter specified for making such repairs or, in the absence of a specified period, within a reasonable period after receipt of notice specifying the nature of the required repairs.

Section 6. Parking Lot Operation and Maintenance. City covenants and agrees with Developer, that so long as Parking Lot 2 is owned by City, City will operate and maintain the Parking Lot 2 consistent with the standards of operation and maintenance for other parking facilities and lots owned and operated by the City of Wausau, including adjustments to parking fees to provide for such operations and maintenance; provided, however, that the rules and parking fees established by the City for the Parking Lot 2 shall not unreasonably interfere with the ongoing redevelopment efforts of Developer with respect to the Former Mall Property; and provided further that the City shall have the right and option to cease operating Parking Lot 2 as a parking facility with at least twenty-four (24) months' prior written notice to Developer. Notwithstanding anything contained herein to the contrary, City and Developer acknowledge and agree that Developer shall have no obligation to contribute to the costs of operation and maintenance of Parking Lot 2, other than through the parking fees referenced above. In the event City shall exercise its option to terminate operations of Parking Lot 2, upon receipt of the notice required hereby, Developer shall thereafter have the option to purchase the Parking Lot Parcel 2 and the improvements thereto by written notice to City on the same terms and conditions as Developer has to purchase the Parking Lot 1 Parcel pursuant to the Development Agreement.

Section 7. Easements Run With the Land. Each of the easements granted pursuant to this Agreement shall be appurtenant to the property benefited thereby, shall run with the land, and be binding upon the parties hereto, and their respective successor and assigns.

Section 8. Further Assurances. Each party hereto further agrees, upon receipt of request from the other party, to execute such additional instruments as may be necessary or desirable to evidence this Agreement.

Section 9 Notices. All notices provided for in this Agreement shall be in writing and shall be deemed to have been given if (i) deposited in the United States mail, registered or certified, return receipt requested, postage prepaid, or (ii) sent by a nationally recognized overnight courier service, prepaid, addressed as follows:

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

w/ a copy to: City of Wausau
 407 Grant Street
 Wausau, WI 54403
 Attn: City Attorney

If to Developer: c/o Ruder Ware
 500 N. 1st St, Ste. 8000
 P.O. Box 8050
 Wausau, WI 54402
 Attn: Joseph M. Mella, Esq.

or addressed to any such party at such other address, or copies of notices addressed to such additional parties at such additional addresses, as such party shall hereafter furnish by written notice to the other party. The date of giving of any such notice or election shall be (i) the date that is three (3) business days following the posting of the mail, or (ii) the date that is one (1) business day after delivery to the overnight courier service.

Section 10. Miscellaneous.

(a) This Agreement may be executed by each of the parties on separate pages in counterparts, each of which shall be deemed an original, and all counterparts once having been assembled, together shall constitute one and the same instrument.

(b) 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.

(c) Under no circumstances shall any alderperson, council member, officer, official, director, attorney, employee or agent of City have any personal liability arising out of this Agreement, and no party shall seek or claim any such personal liability.

(d) This Agreement shall become effective immediately without further action on the part of any party hereto upon the termination of the GARL.

(e) Upon the transfer of the Parking Facilities to Developer pursuant to a Parking Lot Purchase Option (as defined in the Development Agreement) or another agreement between the parties, the City shall be released from any further obligations hereunder.

[Signatures to Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and sealed as of the day and year first above written.

DEVELOPER:

WAUSAU OPPORTUNITY ZONE, INC.

By: _____
Name: _____
Title: _____

STATE OF WISCONSIN)
) ss.
COUNTY OF MARATHON)

Signed and **Use either** "sworn to" **or** "affirmed" before me on _____,
2022, by _____
[Seal]

Notary Public, State of Wisconsin
My commission expires: _____

[Signatures to Follow]

CITY:

CITY OF WAUSAU

By: _____

Attested to By: _____
Name: _____
Title: _____

STATE OF WISCONSIN)
) ss.
COUNTY OF MARATHON)

Signed and **Use either** "sworn to" **or** "affirmed" before me on _____,
2022, by _____
[Seal]

Notary Public, State of Wisconsin
My commission expires: _____

[Signatures to Follow]

ACKNOWLEDGED AND AGREED THIS
_____ day of _____, 20__

[HOM Furniture Landlord]

By: _____
Name: _____
Title: _____

STATE OF WISCONSIN)
) ss.
COUNTY OF MARATHON)

Signed and **Use either** "sworn to" **or** "affirmed" before me on _____,
2022, by _____
[Seal]

Notary Public, State of Wisconsin
My commission expires: _____

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

RESOLUTION OF THE FINANCE COMMITTEE

Authorizing City Officials to contract with FlashVote for one year of their Survey Tool

Committee Action: Approved 4-1

Fiscal Impact (2022): \$6,900

File Number: 22-0509

Date Introduced: May 10, 2022

FISCAL IMPACT SUMMARY

COSTS	<i>Budget Neutral</i>	Yes ☐ No ☒	
	<i>Included in Budget:</i>	Yes ☐ No ☒	<i>Budget Source: ARPA funds</i>
	<i>One-time Costs:</i>	Yes ☐ No ☒	<i>Amount: \$6,900</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: ARPA</i>
	<i>Debt Financed:</i>	Yes ☐ No ☐	<i>Amount: Annual Retirement</i>
	<i>TID Financed:</i>	Yes ☐ No ☐	<i>Amount:</i>
	<i>TID Source: Increment Revenue ☐ Debt ☐ Funds on Hand ☒ Interfund Loan ☐</i>		

RESOLUTION

WHEREAS, citizen input is important in many policy decisions; and

WHEREAS, the City has conducted ARPA input sessions and experienced very low turnout and is looking for other ways to increase citizen feedback; and

WHEREAS, other communities have successfully utilized surveys to assist in developing priorities; and

WHEREAS, your Finance Committee considered a proposal from Flashvote which builds a panel of residents to take survey polls on community topics; and

WHEREAS, enrollment is continually open for sign up and residents can respond via phone, text and phone; and

WHEREAS, benefits derived from this type of survey tool are they can be deployed quickly and statistically valid results are available within 48 hours; and

WHEREAS, Flashvote will assist with panel creation; provide six surveys per year, and assist in survey question development at a price of \$6,900; and

NOW THEREFORE BE IT RESOLVED, by the Common Council of the City of Wausau that the proper City Officials be and are hereby authorized and directed to contract with Flashvote for one year of their survey tool.

Approved:

Katie Rosenberg Mayor

FINANCE COMMITTEE

Date and Time: Tuesday, March 22, 2022 @ 5:15 pm., Council Chambers

Members Present: Lisa Rasmussen, Sarah Watson, Michael Martens, Dawn Herbst, and Deb Ryan

Others Present: Maryanne Groat, Matt Barnes, Liz Brodek, Randy Fifrick, Nathan Miller, Tammy Stratz, Valerie Swanborg, John Chmiel & Angela Uhl, Mary Goede, Kaitlyn Bernarde

Discussion and possible action regarding survey software

Maryanne Groat indicated she reached out to the vendor who has a variety of methods to engage the public, such as sending out post cards, letters, as well as a data base to push out requests. The key to good statistically valid sample is to get people to respond to the surveys and the vendor has a formula to calculate our margin of error. The vendor anticipates that 400 people could sign up relatively quickly.

Deb Ryan stated the city has a quarterly newsletter and for a lot of seniors that is their way of learning and keeping track of what information the city is asking for because a lot of them don't have a computer or are comfortable with technology. She encouraged them to include information in newsletter to reach that section of the community as to how they can participate.

Sarah Watson pointed out they can also participate in a survey by phone and questioned where the funding for the survey software is coming from. Groat stated they could fund it through ARPA because the rules allow administrative costs.

Motion by Watson, second by Herbst to approve the survey software. Motion carried 4-1. (*Ryan was the dissenting vote.*)



TO: FINANCE COMMITTEE

FROM: MARYANNE GROAT

DATE: March 17, 2022

RE: FlashVote Survey Update

In response to the committee's questions I had the following communication with the vendor:

--How do you go about generating your enrollment for a panel of residents?

We provide invitation content for you to push out through your existing communication channels (lowest cost) and/or we can use our fancy 270 million US adult database to push invitations directly to local residents (SMS, postcard, letter). If we do both approaches, we can use our database to target any demographics that might be lower than others (younger ages for example) after an initial push through your channels.

--How do you ensure that the vote is statistically valid?

--Is there a minimum number of votes to consider it statistically valid?

Here is a customer explaining this really well in one minute:

<https://www.flashvote.com/videos#scientific> The real key is making sure that participants take surveys at the same high rate (50% to 70%) regardless of the topic, which we are able to do because of our first 18 months of testing and improving the user experience for participants. Along with unbiased participants (and unbiased questions we draft/edit) we need a large number of participants. The ideal number is 200 (+/- 7%) to 600 responses (+/- 4%) which would translate to about 300 to 1000 participants, but anything from 100 responses (+/- 10%) and up can be good enough to figure out where the community stands or to cut through some noise. We have a whole page and calculator you can play around with for more details on this stuff too: <https://www.flashvote.com/margin-of-error>

--With a community the size of Wausau how many can we expect to enroll?

The number of participants just depends on the number and type of invitations, so we just adjust our invitation work to get into the 300+ range above. The panel tends to grow over time too, so we could start as soon as we hit a number like 300 or 400 and then grow organically larger from there for future surveys.



TO: FINANCE COMMITTEE
FROM: MARYANNE GROAT
DATE: February 18, 2022
RE: ARPA Survey

Citizen input is important in many policy decisions. The City conducted a couple ARPA input sessions and experienced very low resident turnout. Another way to increase resident input is through surveys.

In reviewing other government survey methods I found several communities that had used FlashVote to conduct their community surveys. I thought that this was a very interesting product that may be helpful for Wausau. While they don't have Wisconsin clients they do have a number of communities in Minnesota along with government clients throughout the United States.

Flashvote's method starts by building a panel of residents willing to commit a few minutes to poll on community topics. These residents sign up to be panel members. Once signed up they become the survey panel. Sign up is continually open so residents can join the group at any time. Residents can remain anonymous and are prevented from repeat voting on a single survey.

Benefits of Flashvote include:

- Surveys are designed to be short and concise limiting the time needed to participate.
- Residents can participate in the voting through email, text, and phone.
- Results are statistically valid and available in 48 hours.
- Flash vote provides assistance in drafting the questions.
- The city would pay \$6,900 annually for 6 surveys. In addition, there would be a one time set up fee to establish the survey panel.

Since the City would have 6 survey opportunities available, we could re-engage the community for additional feedback on ARPA spending or get feedback on other issues. I have attached information from their website along with a link for further information.

<https://www.flashvote.com/mini-case-studies>

<https://www.flashvote.com/in-the-news>



Serve the many, not just the noisy few

Get statistically valid public input in 48 hours on any issue.
Solve problems and serve your whole community better with truly
informed decisions.

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Trusted by leading local governments in 20+ states, including:



Top 10 “best companies working with local government”

(#9 overall – [see the award and review here](#))



“I can’t imagine not having FlashVote available to me!”

Laurie Hokkanen – Administrative Services Director
City of Plymouth, MN

questions? We're happy

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48
Hours for results

967,945
For Governments Videos
Answers collected

\$250,000,000+
Testimonials GET A DEMO
Mistakes avoided

How it works

FlashVote makes scientific survey data ridiculously easy, fast and useful

How FlashVote Works



FlashVote gets large samples of representative residents to answer professionally designed questions – quickly, frequently and automatically.

Governments use our timely and scientific data to serve residents better, to save serious money, and to build broad community trust.

Why you need better input

Without statistically valid data, you get a false representation of community needs

Is Community Engagement Bad Data? - Get Representat...



questions? We're happy



You probably know that the public input you get from your meetings, complaints, emails and online surveys is not a good representation of your whole community.

But do you know how badly that input misrepresents reality? And how often?

We searched for examples of public input (and perceptions) from our customers that we could directly compare to our scientific survey data. We found lots of examples ranging from offline meetings to online surveys.

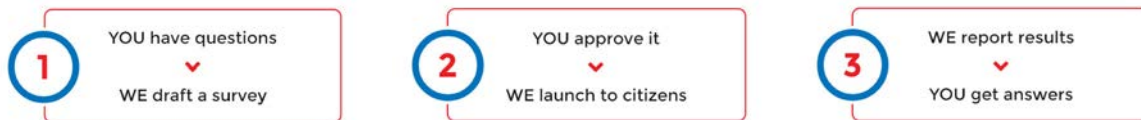
We learned that this input was *usually misleading and wrong enough to be the opposite of reality*.

We learned that when it comes to making decisions, “free” input can cost you millions of dollars – hundreds of millions in mistakes avoided for FlashVote customers.

We kept seeing that the noisy few were manipulating and fooling officials, with imminent harm to the many. We saw that “85% in favor” is really only 33%. We saw that “overwhelming opposition” was just a few people. We saw online input get hijacked by special interests within minutes.

We also saw FlashVote data validated against traditional scientific survey data. And we saw how good data could turn the tables and build amazing trust.

The 7 minute video above is made from these examples. It is the quickest way to understand and share the value of better input.



FlashVote does everything you want

We're government and technology experts who've spent years working to understand and address all your public input needs.

You want...	FlashVote...
✓ to reach people who don't use email	reaches residents by email, text and phone
✓ professionally designed questions	will write questions and answers for you
✓ help picking topics and questions	has proven recommendations for you
✓ good surveys for every service you have	has a survey library you can use
✓ automatic data collection and reports	questions? We're happy
	does everything after a survey is
You don't want...	FlashVote...
✗ people taking surveys multiple times	is user-based and secured by logins
✗ outsiders skewing results	filters results by physical addresses



survey results that take months
to calculate and analyze
confusing data analysis

For Governments

48 hours

Video launch

Testimonials

[GET A DEMO](#)

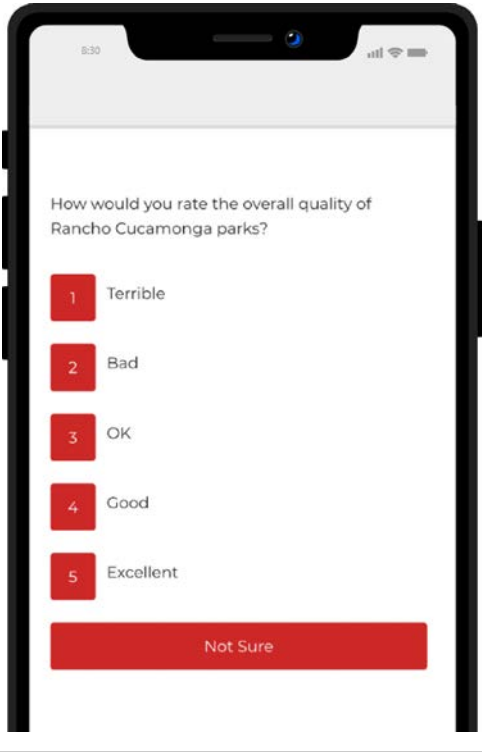
compiles and sends results for you

has simple built-in charts and filters

FlashVote is super-easy for residents and governments

RESIDENTS GET SURVEYS

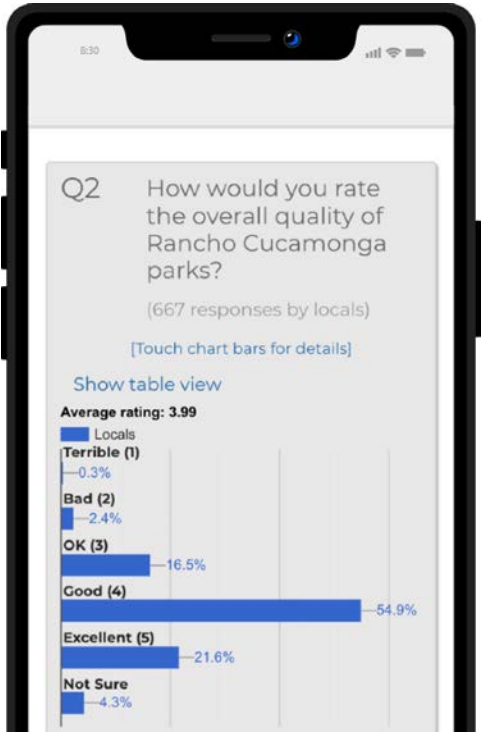
Participation by email, text or phone call





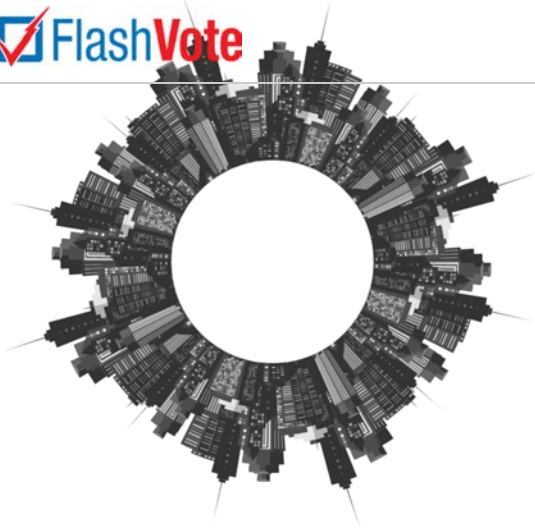
SEE RESULTS IN 48 HOURS

Easy access to full results dashboard



See how one city overcame the noisy few to boost staff morale

questions? We're happy

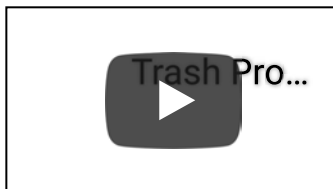


Budget cutbacks led to less park maintenance which led to complaints. But were the complainers representative of the whole community? Read the case study and see the survey that immediately fixed staff morale.

[READ THE CASE STUDY](#)
[SEE THE SURVEY](#)

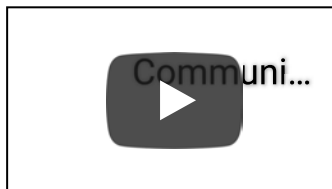
Watch these short case study videos from

Nevada


[▶ WATCH VIDEO \(1:04\)](#)

Prevented a bad service change and saved serious money.

Massachusetts


[▶ WATCH VIDEO \(1:08\)](#)

Dodged a \$30 million mistake by using our survey data.

California


[▶ WATCH VIDEO \(1:30\)](#)

Helped save \$10 million in a budget while building trust.

Or visit our case studies page for more examples

A city wanted to know what "defunding the police" meant to their community



Demands to defund the police were dominating meetings and social media. But when the city asked residents questions? We're happy to hear that crime prevention was a priority for all residents, including minority neighborhoods. They learned that their community actually wanted more police – by a 6 to 1 ratio – but less police social work.

- A **town** wanted to know how residents were **impacted by the coronavirus**
- A **state** wanted to encourage more voting by mail for **public health**
- A **county** hoped to overcome the NIMBY noise on **housing affordability**
- A **city** wondered if opposition to a **new community center** was representative



> A special district wanted to **survey employees** anonymously but affordably

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Join all the other counties, cities, towns and special districts who have discovered the benefits of FlashVote.

- > Have Questions?
- > Ready to see more?
- > Need pricing?

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What can you do with FlashVote?

SURVEY



Get scientific data, 90% faster, cheaper and easier



ENGAGE



Engage 10x more residents in productive new ways



INFORM



Inform the public and find out what they don't know



MEASURE

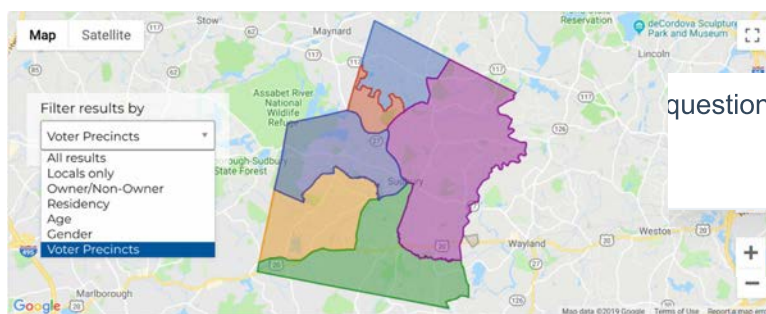


Measure performance and satisfaction automatically



SURVEY

Don't you love having scientific survey data from residents?
Don't you hate all the effort and expense to do surveys?



questions? We're happy



Good survey data makes everyone's job easier. But professional surveys are a ton of work for governments. For drafting questions to collecting input to calculating and reporting results, they take months of staff time and calendar time (plus tens of thousands of dollars for consultants).

[For Governments](#) [Videos](#) [Testimonials](#)

[GET A DEMO](#)

FlashVote combines expert consulting and patent-pending software technology into an automated scientific survey service for governments. No more guessing what residents want or think. No more speculation and disagreements among officials. FlashVote is effortless for staff and fun for residents. We've even made data analysis so simple that anyone can do it. Goodbye cross-tabulations, hello dropdown menus.

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ENGAGE

How many residents are giving you useful input each month?
Less than 100? Less than 10? Any?

You're not getting the engagement numbers you want. Public trust is suffering as a result. About 70% of local governments say they don't have sufficient staff, knowledge and financial resources to do public engagement at all. This is a tragedy for everyone.

FlashVote has cracked the code for getting people engaged. And we've made it into a simple and affordable service for governments. Participation is so easy and fun for residents that they will routinely give you input, by the hundreds or thousands. How often will residents answer FlashVote surveys? Here's what they told us after using the service:

You can do a few surveys to a few dozen each year with your residents. You'll get great input from people you've never heard from. As you engage your quiet and busy majorities, you'll build trust with your whole community.

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questions? We're happy

INFORM

Are your residents getting the information they need?
How do you know which messages are getting through?


[For Governments](#)
[Videos](#)
[Testimonials](#)
[GET A DEMO](#)

Think of the money and staff time that is wasted because of misinformation in your community. If you're like most governments, its one of the main complaints you have. You'd love better informed residents.

FlashVote customers use our "Did You Know ____?" questions to inform people and measure how informed they are, all in one simple step. From service tips to upcoming events, residents get the information they need in a way that also helps them learn and remember it.

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MEASURE

**Are you doing a good job serving your community?
Are you sure?**

Governments with performance data do a better job for their community. They also uncover little problems or mistakes early, before they blow up into expensive messes. Too bad its always been really hard to get the data that you need.

Now its ridiculously easy. Whether you want annual satisfaction metrics or open-ended suggestions, the FlashVote software application and automated survey platform can be set up so you never have to lift a finger. The helpful data you want will be collected and reported automatically. You'll always have the information you need to make your community happier.

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What can you do with FlashVote?

questions? We're happy

Your residents are waiting to help you. What are you waiting for?

You've seen what FlashVote has done for others. Now let's talk about all the great things it can do for you.

775-235-2240

FlashVote helps you make a difference in your community

TRY FLASHVOTE

Do you have one minute a month to help make your local government better?

YES

NO



FlashVote helps you make a difference in your community

TRY FLASHVOTE

Congratulations, you just completed your first FlashSurvey!

Yes, it was that fast and easy and it always will be. That is the FlashVote commitment to users.

As an independent “good government” service, we ensure that:

- Surveys are brief and unbiased
- Your responses are anonymous
- Results are shared with users and governments

FlashVote will regularly ask for your input. You can make your voice heard from any device, any time.

[NEXT](#)

FlashVote helps you make a difference in your community

TRY FLASHVOTE

Sign Up Now!

It's free, fast and fun

FlashVote gives you a voice in your local government, with just one minute a month, and gives your government the input it needs to make the best possible decisions.

Help make your local government better. Civic participation has never been easier.

Take a minute to register now and be heard many times in the future.

Full privacy. No spam. We will not share your personal information with anyone.

Have a sign-up code?



SIGN UP WITH YOUR FACEBOOK ACCOUNT



SIGN UP WITH YOUR GOOGLE ACCOUNT



SIGN UP WITH YOUR TWITTER ACCOUNT

☒ Sign up with your email:

☐ Female ☐ Male



Year of Birth



By clicking "**Sign up**" you agree with our [TERMS AND CONDITIONS](#)
Review our [PRIVACY POLICY](#)

SIGN UP

HOW FLASHVOTE WORKS

You decide how to interact with FlashVote by choosing email, text and voice options. You provide anonymous inputs and decide what information about yourself and your activities that other users can see. You decide how much (or how little) to participate but the more input you give, the more you make your voice heard and help make your community better.

FlashVote ensures that your personal data stays within the FlashVote system and is not used or shared for any other purposes. Your input is always anonymous. We also make sure that surveys can be completed in one minute with maximum value for your effort. We don't allow biased questions or waste your valuable time.

Governments get statistically valid community input in 48 hours. They see the same anonymous results dashboard that you see. Our exceptional participation rates ensure valid sampling on issues. Governments get the most useful input that residents can provide because FlashVote does professional quality control on every survey question.

Feeling your civic duty aroused? Get started now with your first FlashSurvey above.

[GET STARTED](#)

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

RESOLUTION OF THE FINANCE COMMITTEE

Approving Modification of the 2022 Budget – General Fund uncompleted projects

Committee Action: **Approved 5-0**

Fiscal Impact (2022): This action will modify the 2022 budget by re-establishing projects in process in the budget and fund other contractual obligations from the 2021 budget \$129,000

File Number: 21-1109

Date Introduced: May 10, 2022

FISCAL IMPACT SUMMARY

COSTS	<i>Budget Neutral</i>	Yes ☐ No ☒	
	<i>Included in Budget:</i>	Yes ☐ No ☒	<i>Budget Source: 2021 Budgets</i>
	<i>One-time Costs:</i>	Yes ☒ No ☐	<i>Amount: \$129,000</i>
	<i>Recurring Costs:</i>	Yes ☐ No ☒	<i>Amount:</i>
SOURCE	<i>Fee Financed:</i>	Yes ☐ No ☒	<i>Amount: Funded from Tax Levy</i>
	<i>Grant Financed:</i>	Yes ☐ No ☐	<i>Amount:</i>
	<i>Debt Financed:</i>	Yes ☐ No ☐	<i>Amount</i> <i>Annual Retirement</i>
	<i>TID Financed:</i>	Yes ☐ No ☐	<i>Amount:</i>
	<i>TID Source: Increment Revenue ☐ Debt ☐ Funds on Hand ☒ Interfund Loan ☐</i>		

RESOLUTION

WHEREAS, the Finance Committee has reviewed and recommends the request to carry forward certain 2021 budget appropriations for unfinished projects and contractual obligations balances as outlined, and

WHEREAS, the Finance Committee has also reviewed and recommends the request to carryover the unspent hot mix budget to supplement the 2022 budget to offset increases influenced by fuel costs;

<u>Account and Number</u>	<u>Amount</u>	<u>Carryover Purpose</u>
Street Hot Mix 110-101594830	\$28,000	Fuel prices have caused an increase in hot mix not anticipated in the 2022 budget
Professional Service 110-2292190	\$25,000	To fund the completion of the Strategic Plan contract
Data Processing Equi 110-8098132	\$11,000	Fund the purchase of Open Meeting Technologies Voting Software. Budget approved in 2021 not installed until 2022
Election Equipment 110-8198130	\$15,000	To purchase election badger books. Approved in 2021 still waiting to receive
Professional Service 110-3292142	\$50,000	To fund the completion of the web site update

NOW THEREFORE BE IT RESOLVED, by the Common Council of the City of Wausau that the proper City Officials be and are hereby authorized and directed to modify the 2022 budget as presented.

Approved:

Katie Rosenberg Mayor

FINANCE COMMITTEE

Date and Time: Tuesday April 26, 2022 @ 5:15 pm., Council Chambers

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

Others Present: Maryanne Groat, Matt Barnes, Katie Rosenberg, Liz Brodek, Randy Fifrick, Bob Barteck, Jeremy Kopp, Gerry Klein, Anne Jacobson, Eric Lindman, Jamie Polley, Tammy Stratz, Mary Goede, Kaitlyn Bernarde, Gary Gisselman

Discussion and possible action regarding yearend budget to actual results and related carryover requests of the 2021 budget to the 2022 budget

Groat stated there is a process each October to look at what departments are projecting their expenses to be at year-end and if a department has gone over budget there are two philosophies of either doing a budget modification to offset the overspending or we just report on the overspending at year-end. Rasmussen commented historically we have adopted a practice of doing the modification so that we finish the year with a balanced budget, and it shows the path to how we got there.

Rasmussen recapped the carryovers for work in progress: street hot mix - \$28,000, professional services to fund the strategic plan - \$21,000, data processing equipment for Open Meeting Technology software - \$11,000, election equipment to purchase Badger Books - \$15,000, and professional services to complete the update to the website - \$50,000. For the overspending: Unclassified (Police Task Force project) - \$54,000, Refuse - \$1,422, City Attorney Legal fees - \$10,275, and Assessment - \$65,692. *Discussion followed.*

Motion by Watson, second by Diny to approve the carryover requests. Motion carried 5-0.

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

RESOLUTION OF THE FINANCE COMMITTEE

Approving an application for the City of Wausau to host a one-week Home Repair Workcamp in the summer of 2023 through Group Workcamps.

Committee Action: Approved 5-0

Fiscal Impact: \$20,000 to be budgeted for in 2023

File Number: 22-0507

Date Introduced: May 10, 2022

FISCAL IMPACT SUMMARY

COSTS	<i>Budget Neutral</i>	Yes ☐ No ☒	
	<i>Included in Budget:</i>	Yes ☐ No ☒	<i>Budget Source – 2023 Budget Request</i>
	<i>One-time Costs:</i>	Yes ☒ No ☐	<i>Amount: \$20,000</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, since 1990, Group Mission Trips has organized domestic and international mission trip experiences. Their one-week mission trips are designed for maximum impact for youth and adults. Each year, over 15,000 participants serve through their unique mission trip experiences; and

WHEREAS, City Staff were recently approached by John Schmitt, Youth Ministry Coordinator at St Anne’s Church, and Michael Krantz, Group Mission Trips, to discuss having the City of Wausau included in the locations will serve in 2023; and

WHEREAS, at Group Workcamps, hundreds of teenagers from youth groups across the country repair and transform homes. These home repair mission trips are large-sized gatherings with up to 400 teenage participants that focus specifically on residential home repair with the aid of professional adult volunteers; and

WHEREAS, the types of home repair projects range from painting, to building decks and wheelchair ramps, and other general home repairs; and

WHEREAS, during a home repair mission trip, participants generally stay at a local school. Horace Mann has agreed to make their facility available for the group.

WHEREAS, as a Co-Sponsor, the City would need to provide a minimum of \$20,000 for the purchase of building material supplies. This funding would either be allocated by the City in the 2023 budget or secured from local foundations.

WHEREAS, your Finance Committee, at their April 20th, 2022 meeting, discussed and recommend supporting an application for the City of Wausau to host a one-week Home Repair Workcamp in the summer of 2023.

NOW, THEREFORE, BE IT RESOLVED that the Common Council of the City of Wausau does hereby directs Staff to submit an application for the City of Wausau to host a one-week Home Repair Workcamp in the summer of 2023 through Group Workcamps.

Approved:

Katie Rosenberg, Mayor

FINANCE COMMITTEE

Date and Time: Tuesday April 26, 2022 @ 5:15 pm., Council Chambers

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

Others Present: Maryanne Groat, Matt Barnes, Katie Rosenberg, Liz Brodek, Randy Fifrick, Bob Barteck, Jeremy Kopp, Gerry Klein, Anne Jacobson, Eric Lindman, Jamie Polley, Tammy Stratz, Mary Goede, Kaitlyn Bernarde, Gary Gisselman

Discussion and possible action regarding 2023 Workcamps Home Repair Contract for 2023

Mayor Rosenberg commented this is an amazing opportunity to help rejuvenate Wausau homes in our area. She indicated they were asking for \$20,000 for the 2023 Budget.

John Schmidt, representing St. Anne Parish, stated he approached Mayor Rosenberg with the idea of Wausau hosting a group mission trips workcamp. It would bring in people from across the country and Wausau would be listed in the catalog of sites and locations available for churches and youth groups across the country to choose from. He explained the primary projects are housing rehab basic projects, such as painting, deck works, porches, and other various improvement projects.

Mayor Rosenberg stated is a great opportunity for us to partner with some local organizations. The participants of up to 400 adults and youths would be able to rejuvenate up to 70 homes.

Motion by Diny, second by Watson to support the 20223 Workcamps Home Repair project. Motion carried 5-0.



Thanks for your interest in bringing a Group Workcamp to your community in the summer of 2023.

Group Cares is a non-profit volunteer service organization headquartered in Fort Collins, Colorado. We have partnered with communities across the country and internationally to cosponsor hundreds of volunteer home repair and community service workcamps. Each of our workcamps involves up to 400 teenage young people and their leaders, members of churches from many different Christian denominations from all over America and Canada, who come to the community to volunteer their labor. Our work days are Monday through Friday of a specific week selected by you and the lodging facility.

It's important to note that we do not come to the community to evangelize or proselytize-but simply to work on homes.

During each week-long workcamp, with 400 participants, we can work on 50-70 homes, performing weatherization, light carpentry, interior and exterior painting, porch and wheelchair ramp construction and repair, and other labor-intensive, reasonably simple work. We ask that the work be meaningful in improving the life of the resident and that the resident be financially or physically unable to perform the work on their own. We also ask that residents be home as much as possible during the camp, since having our participants connect with the resident is a very important aspect of our program.

Group Cares could provide up to \$12,000 for building materials, depending on the number of campers attending. We recruit these workers, provide a professional staff to run the camp, and make final arrangements for lodging and food service in a local school or similar facility. We also handle all logistics during the camp, including transportation of work crews, evening programming and all supervision of the campers. A Workcamps professional Project Manager will be helping you throughout the entire process with site selection, work descriptions, budgeting, and preparations. They are your go to person once you decide to conduct a Workcamp.

Essential to our success is the partnership we form with a local Cosponsor. We count on our local Cosponsor's expertise to identify residents in need of home repairs and prepare work descriptions for each project. We also rely on our Cosponsor to partner with us to provide a minimum of \$20,000--exclusively for the local purchase of building materials. These funds for building materials will be leveraged not only by Group Workcamps' funds but also by approximately 12,000 hours of volunteer labor-worth at least \$200,000-to your community.

Finally, we ask that the Cosponsor make initial contact with a local high school or similar facility in which we may take lodging. (We operate during the summer when most schools are out of session). We reimburse the school for the actual costs of our use of the facility, plus provide short-term employment opportunities for cooks and custodians who are typically out of work for the summer.

This may be our most important first step at this point. You see, we've learned that the campers who come to do this work typically spend about a year raising the funds for their trip. This in turn, means I need to prepare a brochure showcasing our locations for 2023 by early May of 2022. So, we'll need to get an agreement in place with a school as soon as possible. As soon as an administrator from the School District is agreeable to discuss this possibility, someone from our staff will come to the community to meet with them and share complete details-or do a presentation to the School Board, if so requested.

In a nutshell, you as a cosponsor organization are responsible for these items:

- Formally agreeing to have \$20,000 available by May 1 of 2023. If funds are contingent on post event grant requirements, arrangements can be made.
- Identify and select 60-80 homes to work on (with guidance from our team).
- Connect with a school representative, explain the program, and set a formal meeting with the decision makers. A Group Cares Developer will meet with you as well.

Group Cares will:

- Provide up to \$12,000 for materials.
- Provide supporting materials, manuals, and training to assist in worksite identification and site description writings.
- Conduct a complete site writing event when work descriptions are completed.
- Finalize an agreement with the school or similar lodging facility.
- Provide a Project Manager assigned to your camp to work with you throughout the process.
- Completely staff the camp with red-shirt volunteers and staff.
- Recruit up to 400 volunteers for the camp.

The basic Needs of a Lodging Facility:

- 25-30 typical classrooms – we sleep on floors with air mattresses.
- Gym with bleachers open all week – we use as evening and morning programs for 400 people. (alternatively, and auditorium can be used if it makes more sense).
- Use of showers and locker rooms – 6 to 10 showers per gender, used in early am, and 3:30-7:30 pm, and 10-11 adult only. Lack of showers is not a deal breaker.
- Use of Cafeteria for morning and evening meals. We pay the cooks, do food ordering with existing school preferred vendors, and provide staff person to help.
- Office space with landline and internet access – centrally located for our staff, not for campers to gather.
- Shop or large room for materials/tool storage.

Thanks again for your interest! We look forward to hearing back very soon.

To: Finance Committee

From: Mayor Katie Rosenberg

Date: April 26, 2022

Re: Group Workcamps Home Repair – Wausau 2023



The City of Wausau was recently approached by John Schmitt, who is the Youth Ministry Coordinator at St Anne's Church. Every summer their group does a mission trip through Group Workcamps and does home repair work for those in need. Staff met with John and Michael Krantz, from Group Workcamps, to discuss having the City of Wausau included in the location the group will serve in 2023.

At Group Workcamps, hundreds of teenagers from youth groups across the country repair and transform homes. Home repair mission trips are large-sized gatherings with up to 400 teenage participants that focus specifically on residential home repair with the aid of professional adult volunteers. Typically, they work on 50-70 homes during a one week camp for those residents that can't afford to or physically can't make the repairs themselves. The types of home repair projects range from painting, to building decks and wheelchair ramps, and other general home repairs.

As a Co-Sponsor, the City would need to provide a minimum of \$20,000 for the purchase of building material supplies. This funding could either be allocated by the City in the 2023 budget or secured from local foundations. This money doesn't need to be committed until spring of 2023.

During a home repair mission trip, participants generally stay at a local school. We have reached out to the Wausau School District to inquire about using one of their facilities for this project.

In order to participate in the 2023 summer program, the City of Wausau would need to submit an application in early May of 2022 to be included in the Group Workcamp programming in 2023. More information on the program is attach and can be found at their website:
<https://groupmissiontrips.com/trip-types/home-repair>

I recommend that the City direct Staff to submit an application for the City of Wausau to host a one-week Home Repair Workcamp in the summer of 2023.

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

RESOLUTION OF THE FINANCE COMMITTEE

Authorizing City Officials to Expand Ehlers Public Finance Advisors investment advisory services for Two Year Pilot Program

Committee Action: Approved 5-0

Fiscal Impact:

File Number: 21-0517

Date Introduced: May 10, 2022

FISCAL IMPACT SUMMARY

COSTS	<i>Budget Neutral</i>	Yes ☐ No ☒	
	<i>Included in Budget:</i>	Yes ☐ No ☒	<i>Budget Source: Interest Generated on Investments</i>
	<i>One-time Costs:</i>	Yes ☒ No ☐	<i>Amount: difficult to predict based upon 7 basis points of average monthly assets under management</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 Common Council authorized investment advisory services with Ehlers Public Finance Advisors in 2021 to manage ARPA funds and maximize interest earnings, and

WHEREAS, Ehlers has been successful in increasing investment yields and reducing staff workload; and

WHEREAS, your Finance Director recommends expanding the scope of services to include our general investments as a means of balancing the enormous workload generated by the Enterprise Resource Planning Software (ERP), and

WHEREAS, the City expects to experience additional investment earnings from this transition; and

WHEREAS, your Finance Committee considered Ehlers public sector focus, knowledge and experience working with the City of Wausau along with their independence and recommends engaging in these services as outlined;

WHEREAS, your Finance Committee considered the proposal and recommends expanding Ehlers scope of services for general investments for a two year pilot period; and

WHEREAS, the advisory fee for such service is 7 basis point of the average monthly assets under management; .07% annually; and

NOWTHERE BE IT RESOLVED, by the Common Council of the City of Wausau that the proper City officials are hereby authorized and directed to expand Ehlers Financial Advisors Investment Advisory Services to include general investments.

Approved:

Katie Rosenberg, Mayor

FINANCE COMMITTEE

Date and Time: Tuesday April 26, 2022 @ 5:15 pm., Council Chambers

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

Others Present: Maryanne Groat, Matt Barnes, Katie Rosenberg, Liz Brodek, Randy Fifrick, Bob Barteck, Jeremy Kopp, Gerry Klein, Anne Jacobson, Eric Lindman, Jamie Polley, Tammy Stratz, Mary Goede, Kaitlyn Bernarde, Gary Gisselman

Discussion and possible action regarding expanding Ehlers Financial Investment Advisory Services to include General Investments

Groat stated last year they discussed what to do with ARPA funds because the federal government made an affirmative statement that we could earn interest on the funds and there was no restriction on the interest earned. Obligations under our new ERP systems was discussed and felt it might be a good idea to explore using a financial/investment advisor. She proposed Ehlers to manage our general investment portfolio because they are professionals in that area, and we could increase our yields to make more money and have less work to do.

Rasmussen questioned if the goal was for a permanent arrangement or temporary while implementing the ERP Software. Groat stated they could have it be a pilot and then revisit it after ERP is implemented.

Tami Olszewski, from Ehlers, stated they do not require any specific contract on file and the city is not tied into their services. She believed that once they became familiar with our services and the efficiencies that are created within their accounting practices, as well as streamlining their investment strategy, they will find they have more time because of the ERP Software. She gave a presentation on Ehlers investment advisory services and the city's portfolio summary. It can be viewed online: <https://www.youtube.com/watch?v=ZrsljzCE2G4>

Motion by Diny, second by Watson to approve expanding Ehlers Ehlers Financial Investment Advisory Services to include General Investments for 2 years. Motion carried 5-0.



TO: FINANCE COMMITTEE
FROM: MARYANNE GROAT
DATE: April 21, 2022
RE: Investment Services

The city entered into investment advisory services with Ehlers Advisors last year. The purpose of the arrangement was to manage the ARPA funds. This has been a beneficial arrangement for the city. We have increased our investment yields, managed investment risk and reduced staff workload. It is not often you can reduce your workload and make money.

With the continued burden of the ERP software implementation along with ARPA management I believe it would be a excellent financial strategy to allow Ehlers to provide investment services on the city's portfolio.

Ehlers will attend the meeting to provide additional information.



Investment Advisory Services

City of Wausau

Fully Integrated Services



Why Ehlers Investments?

Public sector focus

- Only serve local governments, public agencies & special authorities
- Unique insight into best practices

Fiercely independent

- Fiduciary responsibility to you alone
- Prioritized principles: safety, liquidity, yield

Fee only pricing

- Transparent AUM fee structure
- Hourly or flat-rate fees for other services

Fully integrated services

- Clients rely on a cohesive team to navigate all facets of public finance
- Tailored investment solutions

Delivering Client Value

Time savings for
highest & best use
of staff time

Service continuity
with Ehlers'
Municipal Advisor
& your team

Easy to use
reporting tools &
generation

Best price
execution on all
transactions

Fiduciary
relationship

Cash flow
forecasting &
planning

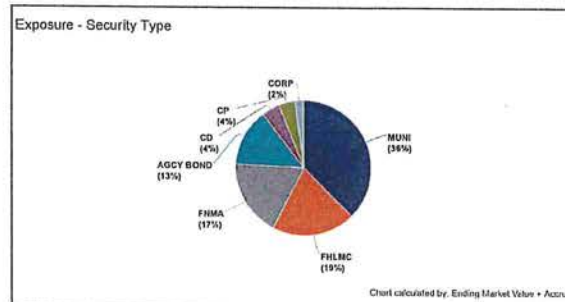
Robust Reporting & Analysis

- Reports customized for each client preference- board oversight
- Monthly investment cash flow to track upcoming maturities and income projections
- GASB and GAAP compliant reporting for monthly accounting entry or annual audit
- Arbitrage specific reporting tailored to track spend-down and yield for bond proceeds accounts



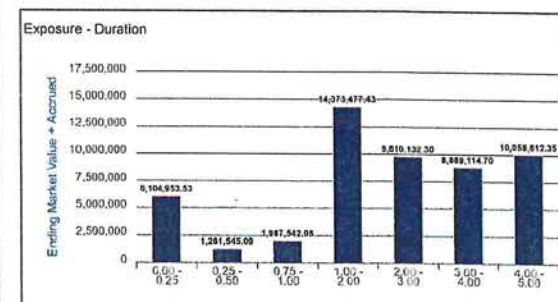
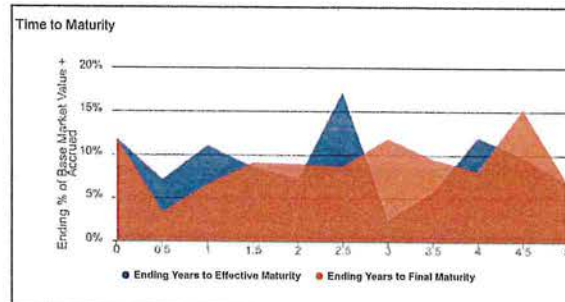
Risk Summary - Fixed Income
01/01/2021 - 03/31/2021

Sample Client
Dated: 05/01/2021



Credit Quality Heat Map

Rating	0 - 1	1 - 2	2 - 3	3 - 4	4 - 5	5 - 7	7 - 10	10 - 15	15 - 30
AAA	0.000%	1.912%	1.990%	0.751%	0.880%	0.000%	0.000%	0.000%	0.000%
AA	12.660%	22.227%	14.541%	6.681%	3.760%	0.000%	0.000%	0.000%	0.000%
A	5.284%	1.529%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%
BBB	0.000%	0.000%	0.000%	0.000%	13.500%	0.000%	0.000%	0.000%	0.000%
BB	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%
B	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%
CCC	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%
CC	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%
C	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%
NA	1.037%	0.814%	1.004%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%



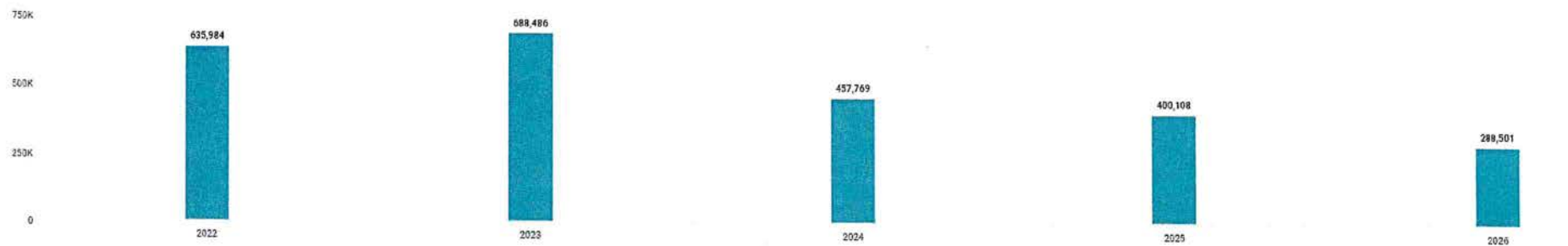
Proposed Portfolio & Reporting Solution

- Consolidation of investments on single reporting platform where possible- One Monthly report available in uploadable XML format for efficient accounting
- Invest a portion of cash or cash-like holdings to create predictable income stream for budget
- Ehlers is a resource for investment guidance and expertise- acts as an extension of your team

Hypothetical Income Projections

Cash Flow

2022 June thru 2026 December



- Projected income on five-year maturity schedule: \$2,400,000
- Estimated Annual Fees: \$24,000
- Projected income *net* of fees: \$ 2,280,000

Hypothetical income projections based upon a 5-year maturity schedule on a \$20,000,000 portfolio. Projected income based on currently available investment yields, subject to change and availability- dependent upon investment rates available at time of execution as well as actual investment total.

Income projections could be increase or decrease, depending on the pace of actual expenditures.

Important Disclosures

Ehlers is the joint marketing name of the following affiliated businesses (collectively, the "Affiliates"): Ehlers & Associates, Inc. ("EA"), a municipal advisor registered with the Municipal Securities Rulemaking Board ("MSRB") and the Securities and Exchange Commission ("SEC"); Ehlers Investment Partners, LLC ("EIP"), an SEC registered investment adviser; and Bond Trust Services Corporation ("BTS"), a holder of a limited banking charter issued by the State of Minnesota.

Where an activity requires registration as a municipal advisor pursuant to Section 15B of the Exchange Act of 1934 (Financial Management Planning and Debt Issuance & Management), such activity is or will be performed by EA; where an activity requires registration as an investment adviser pursuant to the Investment Advisers Act of 1940 (Investments and Treasury Management), such activity is or will be performed by EIP; and where an activity requires licensing as a bank pursuant to applicable state law (paying agent services shown under Debt Issuance & Management), such activity is or will be performed by BTS. Activities not requiring registration may be performed by any Affiliate.

This communication does not constitute an offer or solicitation for the purchase or sale of any investment (including without limitation, any municipal financial product, municipal security, or other security) or agreement with respect to any investment strategy or program. This communication is offered without charge to clients, friends, and prospective clients of the Affiliates as a source of general information about the services Ehlers provides. This communication is neither advice nor a recommendation by any Affiliate to any person with respect to any municipal financial product, municipal security, or other security, as such terms are defined pursuant to Section 15B of the Exchange Act of 1934 and rules of the MSRB. This communication does not constitute investment advice by any Affiliate that purports to meet the objectives or needs of any person pursuant to the Investment Advisers Act of 1940 or applicable state law.

Portfolio Summary

10/15/2021 - 03/31/2022

City of Wausau (276103)

Dated: 04/05/2022

Investment Summary + Transactions

	Portfolio
Beginning Market Value	7,794,455.02
Beginning Accrued Balance	0.00
Net Realized Gain/Loss	73.56
Interest/Dividend Received	33,415.60
Acquired Accrued	31,539.98
Net Amortization/Accretion Income	-21,292.47
Change In Net Unrealized Gain/Loss	-34,591.52
Transaction Total (Net Contribution)	-390,375.00
Expense (Fees deducted from account)	-2,058.95
Change In Accrued Balance	26,485.21
Ending Accrued Balance	26,485.21
Ending Market Value	7,348,086.25
Ending Market Value + Accrued	7,374,571.47

Footnote: 1

Exposure - Asset Class

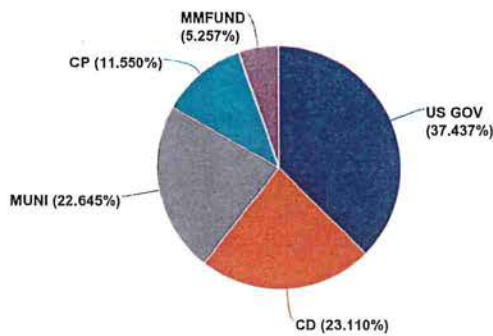
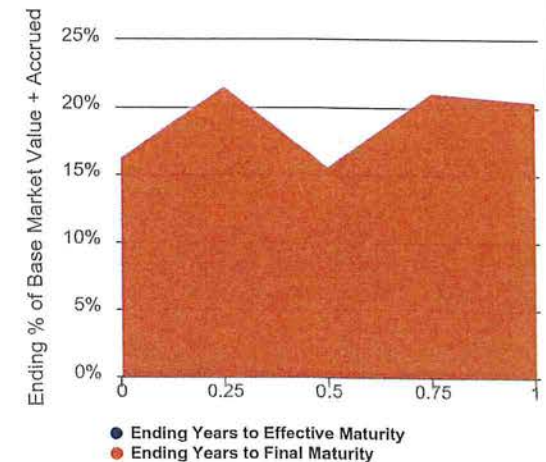


Chart calculated by: Market Value + Accrued

Time to Maturity

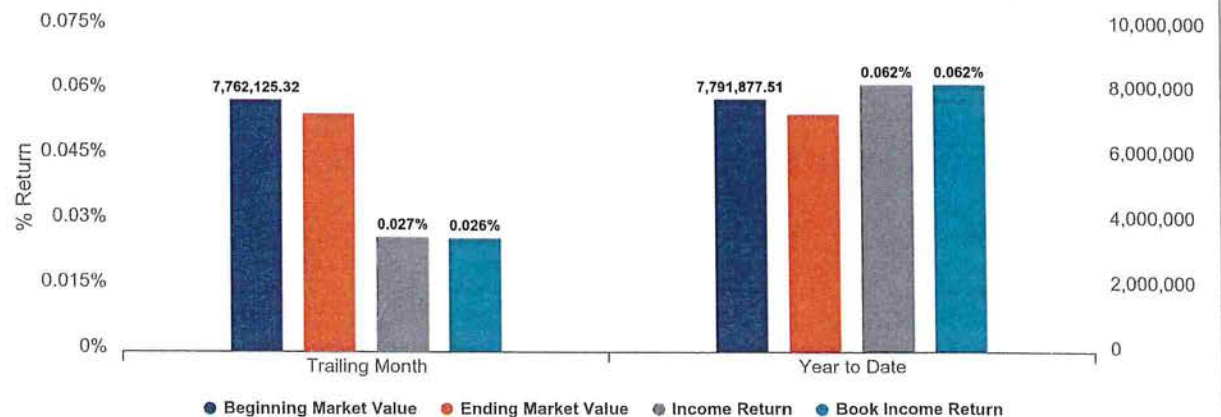


Yield Summary

	Portfolio
Coupon Rate	1.680
Purchase Yield	0.420

Footnote: 2

Performance Summary



Investment Cash Flow Forecast

City of Wausau (276103)

Base Currency: USD Projected Cashflows For 04/05/2022 - 12/31/2023

Dated: 04/05/2022

Coupon/Dividend

Date Groups	Account	Transaction Type Group	Transaction Type	Identifier	Description	Post Date	Amount	Ending Cash Balance
04/05/2022 - 12/31/2022	City of Wausau	Coupon/Dividend	Coupon	---	---	---	85,170.74	85,170.74
01/01/2023 - 12/31/2023	City of Wausau	Coupon/Dividend	Coupon	---	---	---	29,168.75	114,339.49
---	City of Wausau	Coupon/Dividend	Coupon	---	---	---	114,339.49	114,339.49

Redemption/Paydown

Date Groups	Account	Transaction Type Group	Transaction Type	Identifier	Description	Post Date	Amount	Ending Cash Balance
04/05/2022 - 12/31/2022	City of Wausau	Redemption/Paydown	Final Maturity	---	---	---	4,576,000.00	4,576,000.00
01/01/2023 - 12/31/2023	City of Wausau	Redemption/Paydown	Final Maturity	---	---	---	2,735,000.00	7,311,000.00
---	City of Wausau	Redemption/Paydown	Final Maturity	---	---	---	7,311,000.00	7,311,000.00

Other

Date Groups	Account	Transaction Type Group	Transaction Type	Identifier	Description	Post Date	Amount	Ending Cash Balance
Beginning	City of Wausau	---	---	---	---	---	2,788.22	2,788.22
Beginning	City of Wausau	---	---	---	---	---	2,788.22	2,788.22

Summary

Date Groups	Account	Transaction Type Group	Transaction Type	Identifier	Description	Post Date	Amount	Ending Cash Balance
---	City of Wausau	---	---	---	---	---	7,428,127.71	2,788.22

* Grouped by: Transaction Type Group -> Date Groups.

* This cash flow forecast is a pro forma report. These projected cash flows are based upon portfolio holdings as of the selected date. This tool is intended to aid clients in budgeting, but this data is highly subject to change. The projections in this report do not include any reinvestment assumptions.

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

ORDINANCE OF THE PLAN COMMISSION

Rezoning 180 East Wausau Avenue from HI, Heavy Industrial Zoning District to UMU, Urban Mixed-Use Zoning District.

Committee Action: Approved 6-0

Fiscal Impact: None.

File Number: 22-0505

Date Introduced: May 10, 2022

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

Section 1. **That the site of lands described as follows:**

SEC 24-29-7 PT OF GOVT LOT 1 DESD AS LOT 1 OF CSM VOL 62 PG 157(#14150)
DOC #1431494, MORE COMMONLY KNOWN AS 180 EAST WAUSAU AVENUE

now comprising a part of HI, Heavy Industrial Zoning District according to the Zoning Ordinance of the City of Wausau is hereby rezoned to UMU, Urban Mixed-Use Zoning District.

Section 2. This change in zoning shall be designated on the official city zoning map.

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

Section 4. This ordinance shall be in full force and effect from and after its date of publication.

Adopted:
Approved:
Published:
Attest:

Approved:

Katie Rosenberg, Mayor

Attest:

Kaitlyn Bernarde, City Clerk

PLAN COMMISSION

Time and Date: The Plan Commission met on Tuesday, April 19, 2022, at 3:00 p.m. in the Common Council Chambers of Wausau City Hall.

Members Present: Mayor Katie Rosenberg, Eric Lindman, Pat Peckham, Tom Neal, Bruce Bohlken, George Bornemann

Others Present: Brad Lenz, Melissa Engen, Dan Higginbotham, Randy Fifrick.
By WebEx: William Hebert

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

Mayor Katie Rosenberg called the meeting to order at approximately 3:00 p.m. noting that a quorum was present.

PUBLIC HEARING: Request to rezone 180 East Wausau Avenue from HI, Heavy Industrial Zoning District to UMU, Urban Mixed-Use Zoning District.

Lenz said that the parcel is owned by the city and is directly north of Thrive and west of Athletic Park. A Request for Proposals has been released and the city is looking for commercial uses.

Mayor Rosenberg opened the public hearing.

Mayor Rosenberg closed the public hearing.

Discussion and possible action to approve the rezoning request at 180 East Wausau Avenue from HI, Heavy Industrial Zoning District to UMU, Urban Mixed-Use Zoning District.

Bohlken motioned to rezone 180 East Wausau Avenue from HI, Heavy Industrial Zoning District to UMU, Urban Mixed-Use Zoning District.

Peckham asked if the environmental contaminants in the area have been explored and if it is included in the RFP. Lenz said that it was brought up in the Economic Development meeting to be addressed by staff. Fifrick said that a Phase 1 Environmental Analysis was completed and included in the RFP.

The motion carried unanimously 6-0.



Memorandum

From: Brad Lenz
To: Plan Commission
Date: April 14, 2022
Subject: Zoning Map Amendment for 180 E. Wausau Avenue

Background

The subject parcel is currently owned by the city of Wausau. It was formerly owned by Wausau Chemical which had, over the years, acquired this and other properties near their main plant on River Drive. The subject property has been mostly vacant since the City took ownership, except for temporary uses such as a farmer's market and bicycle polo court.

The city's Economic Development Committee recently approved the release of a Request For Proposals (RFP) to find a permanent use for the property. The property is currently zoned Heavy Industrial, which is the historic zoning district, but the uses sought in the RFP will be more commercial in nature. The rezoning of the property would more closely align with the desired uses specified in the RFP.

Amendments to Zoning Map

Section 23.10.31(4)(b) of the Zoning Code outlines criteria for zoning map amendments that staff and the Plan Commission are to review and make recommendation to the Common Council.

Under this section, a proposed amendment is to be evaluated as to whether it:

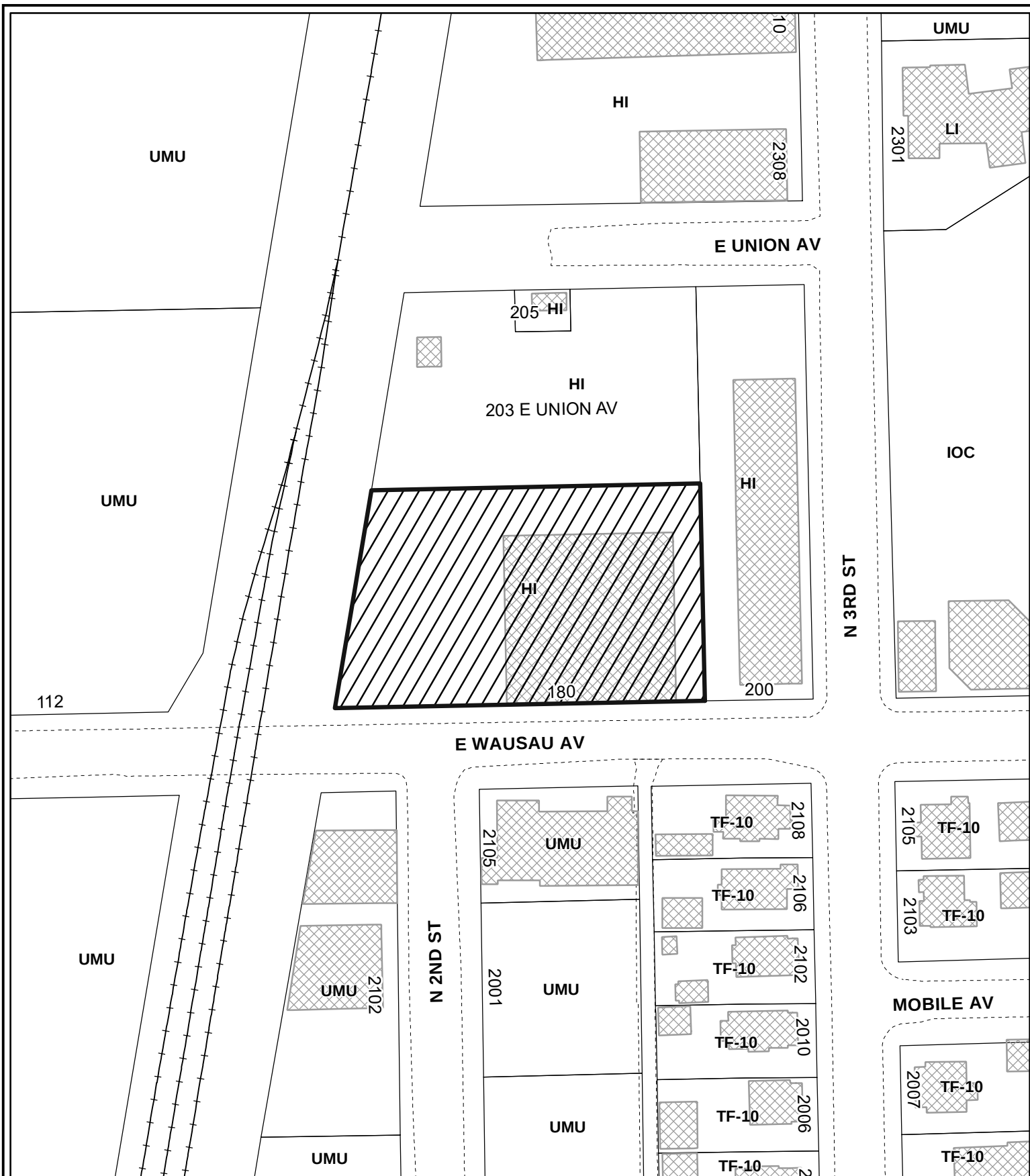
1. Advances the purposes of this Chapter as outlined in Section 23.01.03 and the applicable rules of Wisconsin Department of Administration and the Federal Emergency Management Agency.
2. Is in harmony with the Comprehensive Plan.
3. Maintains the desired overall consistency of land uses, land use intensities, and land use impacts within the pertinent zoning districts.
4. Addresses any of the following factors that are not properly addressed on the current Official Zoning Map:
 - a. The designations of the Official Zoning Map are not in conformance with the Comprehensive Plan.
 - b. A mapping mistake was made, including the omission on the Official Zoning Map of an approved zoning map amendment.
 - c. Factors have changed (such as new data, infrastructure, market conditions, development, annexation, or other zoning changes), making the subject property more appropriate for a different zoning district.
 - d. Growth patterns or rates have changed, creating the need for an amendment to the Official Zoning Map.

Staff Comments

The existing zoning is essentially left over from previous uses of the property. The original zoning of the area was industrial and some of these uses still exist. Throughout the city, properties located near the river and/or a railroad track, such as this one, had been used industrially. However, the trend in this area has been away from industrial and towards commercial and residential uses. These new uses can

capitalize on the riverfront location, while at the same time fitting better with the surrounding residential neighborhoods.

The proposed zoning, Urban Mixed Use (UMU), currently exists across the street to the south, as well as to the west along the river. This property can help create more of a riverfront commercial district that will draw people to the riverfront and Athletic Park areas.



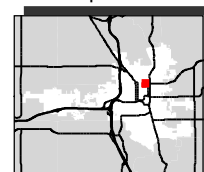
Map Date: March 31, 2022

City of Wausau
Marathon County Wisconsin

0 75 150
Feet

Area of Interest
 Building

Map Location



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

RESOLUTION OF THE COMMON COUNCIL

Terminating Redevelopment Agreement between Redevelopment Authority of the City of Wausau and Wausau Joint Venture

Committee Action: WWW: Approved 5-0
 Transit: Approved 3-1
 CDA: Approved 4-1

Fiscal Impact: None

File Number: 79-1036

Date Introduced: May 10, 2022

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, on October 30, 1979, the Common Council approved a Redevelopment Plan for the Downtown Shopping Center Redevelopment Project Area; and

WHEREAS, the Common Council, on October 30, 1979, approved a Redevelopment Agreement with Wausau Joint Venture; and

WHEREAS, an Amendment to the Redevelopment Plan was approved by the Common Council on November 25, 1980; and

WHEREAS, the First Amendment to Redevelopment Agreement was approved by the Common Council on May 12, 1980; and

WHEREAS, the Second Amendment to Redevelopment Agreement was approved by the Common Council on November 25, 1980; and

WHEREAS, a Consent and Joinder was attached to the Redevelopment Agreement and Amendments for the following entities; City of Wausau, Parking Utility, Water Utility and Sewerage Utility, and Wausau Area Transit System, Inc.; and

WHEREAS, Wausau Opportunity Zone, Inc. (“WOZ”), has requested a Second Amendment to the Purchase and Development Agreement (Wausau Center Mall) which would require the original Redevelopment Plan to be repealed and the original Redevelopment Agreement to be terminated; and

WHEREAS, your Wausau Water Works, as the successor to the Water Utility and Sewerage Utility, at their meeting of April 6, 2022, recommended terminating the Redevelopment Agreement; and

WHEREAS, your Transit Commission, which was created after the Wausau Area Transit System, Inc. was administratively dissolved on December 21, 1995, at their meeting of April 11, 2022, recommended terminating the Redevelopment Agreement; and

WHEREAS, your Community Development Authority Board, at their April 12, 2022, meeting recommended repealing the Redevelopment Plan and terminating the Redevelopment Agreement; and

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Wausau that the original Redevelopment Agreement is hereby terminated.

Approved:

Katie Rosenberg, Mayor



Minutes of April 6, 2022

A meeting of the Wausau Water Works Commission was called to order at 6:15 p.m. in City Hall on Wednesday, April 6th, 2022. In compliance with Wisconsin Statutes, this meeting was posted and receipted for by the Wausau Daily Herald on April 4, 2022.

Members Present: President Rosenberg, Commissioners Herbst, Gehin, Force, Via WebEx- Robinson Others Present: Eric Lindman, Scott Boers, Ben Brooks, Anne Jacobson, Stephen Opatik/ BecherHoppe, Susan Wojtkiewicz/ Donohue, Matthew Bednarski/CDM Smith, Mark White/CDM Smith, Evan Thomas/Wood, Hannah Alberturs-Benham/Wood, Dave Woodward/Wood Jamie Dickson/Tetrattech, Marsha Meurette/Tetra Tech, Angel Gebeau/AECOM, Via WebEx: MaryAnne Groat, Pat Peckham, Dung “Zoom” Nguyen/CDM Smith, Al LeBlanc/CDM Smith, Mark Rutkowski/Shannon&Wilson, Kristen Ferberger/Shannon&Wilson, Lori Huntoon/Tetrattech, Steve Sletten/Tetrattech, John Gibbons/Tetrattech, Jeff Tracy/Geosyntec, Balaji Seshasayee/Geosyntec, Rula Deeb/Geosyntec, Kirk Craig/Geosyntec, Hamid Amini/Geosyntec, Phoned-In: 9499****45/Hamid Amini/Geosyntec

11) Discussion and Possible Action on Consent to Termination of the Redevelopment Agreement by and Between the Redevelopment Authority of The City of Wausau, Wisconsin and Wausau Joint Venture.

Jacobsen stated this was a formality. The parties have agreed as conditions in the second amendment that would terminate the original redevelopment plan and then terminate the original redevelopment agreement. Both actions would be taken by the Redevelopment Authority. One of the conditions was to get the four bodies to terminate the original redevelopment agreement. Robinson requested if we could do the repeal contingent upon the second amendment in place. Jacobsen stated it’s contingent upon obtaining all of the approvals in advance so we are seeking to terminate the agreement before April 12th. The second amendment had many conditions, the chances of it not getting approved were very slim. Robinson moved to terminate the 1979 redevelopment agreement. Seconded by Force. Motion carried 5-0.

TRANSIT COMMISSION MINUTES

Date and Time: The Transit Commission met on Monday, April 11, 2022 at 4:30 P.M. at Wausau City Hall, 407 Grant St., Wausau, WI.

Members Present: Becky McElhaney, Kathi Zoern, Debra Ryan (Webex) and Patrick Peckham (Webex)

Members Excused: None

Also Present: Greg Seubert (Metro Ride), Anne Jacobson (City Attorney)

In accordance with Chapter 19 of the Wisconsin Statutes, notice of this meeting was posted and sent to the Wausau Daily Herald in the proper manner. The meeting was called to order at 4:32 pm by Becky McElhaney after noting a quorum was present.

Discussion and Possible Action on granting consent to the Termination of the Redevelopment Agreement between Wausau Joint Venture and the City of Wausau Redevelopment Authority

McElhaney provided a brief explanation of the request to terminate the agreement.

Peckham asked if this was just to recognize the parties to the agreement; that parties in the original agreement have been renamed. McElhaney responded that she didn't think so but asked Attorney Jacobson to explain. Attorney Jacobson clarified the original agreement and parties to that agreement. For the City of Wausau to enter into the 2nd Amendment of the development agreement with Wausau Opportunity Zone, Inc., (WOZ), those original parties must agree to terminate the agreement.

Ryan would like to know more about the details of the agreement and transit's role in the agreement. Jacobson inquired if Ryan was interested in the details of the original 1979 agreement and stated that it is hundreds of pages, and she does not have the document with her. Ryan is concerned there may have been something in the original agreement about the use of the Mall restrooms for Metro Ride riders and would like this decision tabled until the next meeting.

Seubert responded that the original agreement included the relocation and closure of the original Transit Center on Jefferson Street and opening the street back up to traffic for the general public. He believes that to be the involvement for transit to this agreement.

Peckham moved to accept the termination of the agreement. Zoern seconded the motion. Motion passed three (3) ayes to one (1) nay.

At 4:37 p.m. Zoern moved to adjourn the meeting. Peckham seconded the motion. Meeting adjourned at 4:37 p.m.

Respectfully submitted,

Becky McElhaney, Chairperson

jc

COMMUNITY DEVELOPMENT AUTHORITY
MINUTES

04/12/22

MEMBERS PRESENT: Andy Witt, Sarah Napgezek, Robert Reinertson, Tom Neal,
Debra Ryan

MEMBERS ABSENT: David Welles

OTHERS PRESENT: Anne Jacobson, Liz Brodek, Juli Birkenmeier, Betty Noel

(1) Call Meeting to Order

Meeting was called to order at 12:03 pm at 550 E Thomas Street, Wausau, Wisconsin.

(3) Discussion and Possible Action on the Repeal of the Redevelopment Plan between the Redevelopment Authority of the City of Wausau and Wausau Joint Venture

Brodek explained that a condition to the second amendment of the development agreement with WOZ is property title clean up. She furthered that there are three entities to repeal interest: Transit, CDA and Water Utility. Brodek stated that Transit has repealed their interest on a 4-1 vote and Water Utility will be voting on May 6, 2022. She explained that Attorney Jacobson provided a memo to the board explaining the necessity for the repeal and termination of interest. Jacobson furthered that this is a precondition to City Council considering and passing the second amendment with WOZ. Reinertson made a motion to repeal the redevelopment plan between the Redevelopment Authority of the City of Wausau and Wausau Joint Venture. Neal seconded. Motion carried on a roll call vote 4-1.

(4) Discussion and Possible Action on the Termination of the Redevelopment Agreement between the Redevelopment Authority of the City of Wausau and Wausau Joint Venture

Reinertson made a motion to terminate the redevelopment agreement between the Redevelopment Authority of the City of Wausau and Wausau Joint Venture. Neal seconded. Motion carried on a roll call vote 4-1.

MEMORANDUM

TO: Wausau Water Works

Wausau Transit Commission

FROM: Anne Jacobson, City Attorney

DATE: April 4, 2022

RE: Staff Analysis of Consent to Terminate Redevelopment Agreement between Wausau Joint Venture and City of Wausau Redevelopment Authority

Purpose: To obtain your consent to the Termination of the Redevelopment Agreement between Wausau Joint Venture and the City of Wausau Redevelopment Authority.

Facts:

1. Background

As part of the Second Amendment to Purchase and Development Agreement (Wausau Center Mall) under negotiation with Wausau Opportunity Zone, Inc. ("WOZ"), the City asserts it will, along with those necessary parties in interest, repeal the original Redevelopment Plan (Para. 2) and terminate the original Redevelopment Agreement (Para. 3) by and between Redevelopment Authority of Wausau, Wisconsin and Wausau Joint Venture, dated October 29 and October 30, 1979, respectively, concerning what is known as the "Wausau Center Mall Property."

The Community Development Authority succeeded the Redevelopment Authority of Wausau, Wisconsin by ordinance. (WMC 2.76.030, 2.76.050) And WOZ, rather than Wausau Joint Venture, is the current owner of the mall property.

The Redevelopment Plan ("Plan") was executed between the Redevelopment Authority of Wausau and Wausau Joint Venture on October 29, 1979, and subsequently amended, for a Downtown Shopping Center.

The Redevelopment Agreement ("Agreement") was executed between the same parties on October 30, 1979, and amended twice, but a Consent and Joinder was attached to the Agreement, as well as the subsequent amendments, to which the following entities gave their consent:

City of Wausau, Parking Utility, Water Utility and Sewerage Utility and Wausau Area Transit System, Inc.

Wausau Waterworks Commission succeeded the water utility and sewerage utility, to manage and operate the water and sewerage utilities, pursuant to WMC 13.04.010.

Wausau Area Transit System, Inc. was administratively dissolved on 12/21/1995. WMC 2.60.190 created the Wausau Transit Commission.

I find no record of a formal parking utility.

2. Recommendation

Both the Plan and Agreement and their amendments remained in effect as of the date of the Affidavit Regarding Title Matters, attached to this Memo.

The City's repeal of the Plan and termination of the Agreement is conditioned upon the consent of the necessary parties to each agreement. The Community Development Authority will have to also first consent to the repeal of the Plan and the termination of the Agreement.

The Wausau Water Works and Wausau Transit Commission will have to consent to the termination of the Agreement.

It is recommended that such authorities grant their consent to the repeal of the Plan and the termination of the Agreement at their respective meetings throughout April, to carry out the terms of the Second Amendment to the Purchase and Development Agreement with WOZ, which it is expected will be considered no later than May.

773861
City of Mousau

DEC 31 1980

Office of
ERNEST J. CHERNEY
CITY CLERK
(715) 845,579



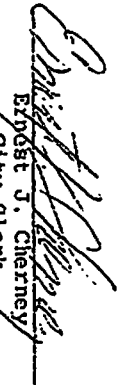
CITY HALL
407 Grant Street
Mousau, Wisconsin 54401

CERTIFICATION

I, Ernest J. Cherney, do hereby certify I am the duly qualified and acting City Clerk of and for the City of Mousau, Marathon County, Wisconsin. Acting in that capacity, I do further certify the accompanying Redevelopment Agreement is a true and correct copy of an Agreement adopted by the Common Council of the City of Mousau on the 30th day of October 1979.

City of Mousau, Marathon County, Wisconsin.

Dated this 25th day of November, 1980.


Ernest J. Cherney
City Clerk
Mousau, Wisconsin

REGISTER'S OFFICE
Marathon County, WI } ss
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VOLUME 341 OF RECORDS

RECORDED ON PAGE 729-869

ERNEST J. CHERNEY
CITY CLERK

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REDEVELOPMENT AGREEMENT

Waukegan, Wisconsin

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EXHIBIT 1 Ground and Air Rights Lease

REDEVELOPMENT AGREEMENT

THIS AGREEMENT is made as of this 30th day of October, 1979, by and between THE REDEVELOPMENT AUTHORITY OF THE CITY OF WAUSAU, Wisconsin, a statutory authority authorized by the laws of the State of Wisconsin (hereinafter called "Authority") and WAUSAU JOINT VENTURE, an Ohio general partnership consisting of Richard E. Jacobs and David H. Jacobs (hereinafter called "Developer").

W I T N E S S E T H:

WHEREAS, The City of Wausau (hereinafter called "City") and Jacobs, Visconsi & Jacobs Co. (hereinafter called "JVJ"), an affiliate of Developer, entered into a Memorandum of Intent dated March 16, 1979 (hereinafter called the "Memorandum") for the redevelopment of a portion of the downtown area of the City; and

WHEREAS, pursuant to paragraphs 6 (A) and 6 (B) of the Memorandum, the City has provided voters of the City with factual information concerning the proposed redevelopment, and has held a referendum with respect thereto on April 3, 1979; and

WHEREAS, over 60% of the voters of the City voting in said referendum assented to the proposed redevelopment; and

WHEREAS, pursuant to paragraph 7 (A) of the Memorandum, JVJ has provided City with a report entitled "Economic Impact Analysis Wausau Downtown Shopping Mall" prepared by Touche Ross & Co.; and

WHEREAS, the Memorandum contemplates "a definitive agreement" between the City or one or more of its agencies and JVJ or the Developer to more fully define the proposed redevelopment and the role of the parties thereto;

NOW, THEREFORE, in consideration of the performance by Authority and Developer under the Memorandum, and to carry out its spirit and intent, the mutual and bilateral agreements and covenants herein contained, and for other good and valuable consideration, Authority and Developer hereby covenant and agree as follows:

I. DEFINITIONS AND RECOGNITION OF DEVELOPMENT PROCESS

A. DEFINITIONS

As used in this instrument, the following terms, when having an initial capital letter in the text of this Agreement, shall have the following meaning:

Agreement: This Redevelopment Agreement, taken and construed as a whole, as amended and supplemented from time to time.

Air Rights: The air space described on Exhibit A of the Ground Lease.

CBD: The central business district of the City exclusive of the Site.

Delivery Date: The date upon which the Authority delivers Developer possession of the Shopping Center Site, or so much thereof as is required for Developer to commence substantial construction thereon if title of the whole Shopping Center Site shall have then been acquired, with such of the utility and other improvements to be provided by the Authority in accordance with paragraphs III-A-9 and V-A as are necessary for Developer to commence construction, substantially in place.

Department Store Sublessees: Penney, Prango and Sears or such other department store or stores of comparable type and quality approved by Authority, which approval shall not be unreasonably withheld.

Ground Lease: The Ground and All Rights Lease attached hereto as Exhibit "1" and incorporated herein (the "Ground Lease"), which is in form and substance satisfactory to the parties but which the parties acknowledge may have to be modified prior to execution thereof to the extent required to satisfy the reasonable requirements of the Department Store Sublessees and/or Developer's first leasehold mortgagee of land comprising the Shopping Center Site, which modification shall be in form and substance satisfactory to both parties.

Local Funding: Municipal debt instruments to be issued by the Authority or the City, as they select, in an amount sufficient for the Authority and City to carry out the Redevelopment Plan, but not more than \$15,750,000.

Outside Funding: A total of not less than \$5,000,000 received by the Authority or the City, or for which the Authority or the City has received commitments (acceptable to the Authority or the City, as the case may be) in the form of nonrepayable grants from the United States, the State of Wisconsin, or any subdivision (other than the Authority or the City), agency or department of either of them, or under any federal or state law, or from any other public (other than the Authority or the City) or private source for performance of the obligations in this Agreement on the Authority's part or behalf to be performed. The foregoing sources include, for example and without limitation, the grant programs administered by and/or under the Economic Development Administration (EDA Title I); the Upper Great Lakes Regional Commission (Title V); the Department of Housing and Urban Development (Community Development Block

Grants, "Small City Program"; Urban Development Action Grants); the Department of Transportation (Federal Aid Highway Program, "Urban Systems Projects").

Parking Facilities: Parking Structure No. 1 and Parking Structure No. 2 (described in paragraph III-A-9) located on the Parking Facilities Sites.

Parking Facilities Sites: The real property upon which the Parking Facilities will be constructed and situated and described on Exhibit B of the Ground Lease.

Penney: J. C. Penney Company, Inc.

Prange: H. C. Prange Company.

Redevelopment Plan: The Plan of Redevelopment to be prepared in accordance with paragraph III-A-2, as amended and supplemented from time to time.

Sears: Sears, Roebuck and Co.

Shopping Center: A major retail shopping area consisting of approximately 500,000 square feet of floor area, including retail department stores to be operated by the Department Store Sublessees (Penney, Prange and Sears to have approximately 90,000 square feet, 95,000 square feet and 85,000 square feet of gross building floor area, respectively), mall shops and an enclosed mall to provide access to the mall shops and the retail department stores, substantially in accordance with the Site Development Plan.

Shopping Center Site: The real property, including the Air Rights (as described on Exhibit A of the Ground Lease) leased to Developer under the Ground Lease, upon which the Shopping Center will be constructed and situated.

Site: The Shopping Center Site and the Parking Facilities Sites, which is an eight square block area in

334 sec 733

the City bounded on the north side by the south right-of-way boundary of Washington Street; on the east side by the west right-of-way boundary of Fifth Street; on the south side by the north right-of-way boundary of Forest Street; and on the west side by the east right-of-way boundary of First Street, together with such portions, as may be approved by both parties, of the right-of-way of such dedicated streets as may be necessary for development of the Shopping Center.

Site Development Plan: The following drawings prepared by JVJ, as amended from time to time with the consent of the parties:

- (a) Site Development Plan (South Side), Drawing S, dated March 16, 1978, revised June 13, 1979
- (b) Site Development Study, Drawing S, dated June 9, 1979
- (c) Parking Deck I and Parking Deck II, Section A-A, Section B-B (3 sheets), dated June 7, 1979

Subleases: The respective documents by which Developer will sublease portions of the Shopping Center Site to the Department Store Sublessees for construction and/or operation of the retail department stores. The Authority, as overlessor, shall join in the execution of the Subleases approved by the Authority, for the purpose of evidencing the agreement of the Authority that (i) upon the expiration or earlier termination of the Ground Lease, the Authority will recognize the Sublease to the Department Store Sublessee and the Department Store Sublessee shall attorn to the Authority provided that the sublessor's obligations under such Sublease are being fulfilled; (ii) the Authority approves the terms and conditions of the Sublease and, in case of conflict between the Ground Lease and a Sublease approved by the Authority,

agrees that the Sublease shall prevail; (iii) the Sublease is not subject or subordinate to any mortgage granted by the Authority and that the Department Store Sublessee will have quiet enjoyment of its subleased premises so long as the Department Store Sublessee fulfills its obligations under its Sublease, free from any claims or rights as to which the Authority's covenant of quiet enjoyment in Section 4.1 of the Ground Lease extends; and (iv) the Department Store Sublessee shall have the same options to terminate its Sublease as are granted to Developer pursuant to Section 2.2 of the Ground Lease.

Tenant Subleases: The documents by which Developer will sublease portions of the Shopping Center Site to tenants (other than the Department Store Sublessees) selling goods and services at retail within the Shopping Center.

B. DEVELOPMENT PROCESS

The parties acknowledge and agree that redevelopment of a downtown business district is a complex process which is divided into several stages:

- (a) The Development Planning Stage
- (b) The Land Assemblage Stage
- (c) The Construction Stage
- (d) The Operation Stage

Each stage described is dealt with in greater detail hereafter. The parties recognize, however, that neither is obligated to proceed hereunder until all of the components of the Development Planning Stage have been accomplished, but that once the Development Planning Stage has been accomplished, the parties are bound to fulfill their respective obligations under the Redevelopment Plan, this Agreement and the Ground Lease.

The parties further acknowledge that duties provided for in this Agreement and in the Redevelopment Plan are a part of a process and will be subject to facts not now known and events which have not yet occurred, and therefore agree that the Site Plan, the Redevelopment Plan, this Agreement and the Ground Lease may be supplemented and amended from time to time in important respects as facts become known and as events occur prior to completion of the Development Planning Stage.

II WT & TERM

Authority hereby grants Developer, during the term of this Agreement, the exclusive right to develop the Shopping Center on the Shopping Center Site substantially in accordance with the Site Development Plan and Redevelopment Plan and in accordance with the terms of this Agreement and the Ground Lease. Unless earlier terminated as hereinafter provided, this Agreement shall continue from the date hereof until each of the parties has fulfilled all of its obligations hereunder.

III. DEVELOPMENT PLANNING STAGE

A. DUTIES OF AUTHORITY

1. Authority Budget. Authority agrees to establish a budget of not less than \$300,000 for the performance of its obligations during the Development Planning Stage, inclusive of expenses already paid or incurred by the City or Authority. It is presently anticipated that such funds would be obtained by the Authority or the City from Outside Funding, from transfers of funds from existing budget items, from short term borrowings in anticipation of issuance of bonds and/or from other sources.

2. Redevelopment Plan. The Authority agrees to prepare or cause to be prepared, in accordance with all applicable laws, a Redevelopment Plan covering the Site for presentation at a public hearing and adoption by the Authority under authority granted by Section 66.431, Wis. Stats. It is presently anticipated that the Redevelopment Plan and all public hearings thereon will be completed by Authority no later than October 31, 1979. Authority agrees to engage the services of an independent consulting firm with experience in redeveloping central business areas to assist it in the preparation of the Redevelopment Plan, and with the hearings and presentations required prior to its formal adoption. The Redevelopment Plan and any amendments thereto shall be approved by Developer prior to adoption by the Authority, which approval shall not be unreasonably withheld.

3. Relocation Plan. The Authority agrees to adopt, in accordance with all applicable laws, a Relocation Plan covering the Site for incorporation into the Redevelopment Plan. The Vector Company has been engaged to prepare such Relocation Plan, and the plan which it heretofore prepared has been approved by the State of Wisconsin.

4. Land Assembly Plan. Authority will prepare a plan for the orderly and timely acquisition of fee simple title to the Site. Authority agrees to engage legal counsel of Authority's choice and to carry out all land acquisition proceedings in a prompt and efficient manner to be commenced not later than the completion of the Development Planning Stage. Authority also agrees to continue the services of The Vector Company or an equally competent independent consulting firm with relevant experience to assist

the Authority in carrying out of the approved Relocation Plan.

5. Financing. The City has applied for Outside Funding in an amount of not less than \$10,000,000, and will pursue such applications, providing additional information as necessary, in good faith and with diligence. It is understood and agreed that Authority may, at its option, decline to proceed beyond the Planning Development Stage and terminate this Agreement unless Authority and/or City has received such funding or binding commitments, under terms acceptable to Authority and/or City, in an amount of not less than \$5,000,000.

It is anticipated that the cost of performing the Redevelopment Plan and this Agreement by Authority will exceed the Outside Funding. Authority and/or City shall plan for (and issue when appropriate) municipal debt instruments in an aggregate amount (not to exceed \$15,750,000), which is estimated to be sufficient to finance such differential, and to apply the proceeds thereof to the performance of the Authority's obligations hereunder.

6. Management. Authority agrees to interview candidates for, and engage the services of (a) a management consulting and planning firm or person with the view of preparing a plan for Authority's management and performance of its role in constructing and completing the improvements to be provided by Authority (described in paragraph III-A-9) and monitoring and coordinating its effort with Developer's performance of its obligations with respect to the Shopping Center Site; and (b) an experienced firm or person to serve as project manager whose sole job will be to coordinate and

carry out Authority's role hereunder and to protect its interests. Such project manager and such management consultant may be independent contractors or employees of the Authority and/or City.

7. Survey. Authority has engaged the services of a surveyor licensed by the State of Wisconsin to survey the Site, and to develop a legal description for the Site, the Shopping Center Site and the Parking Facilities Sites.

8. Transit and Traffic Plan. Authority agrees to prepare initial plans and specifications and a timetable for necessary abandonment, vacation, relocation and improvements to public streets, alleys and sidewalks within and adjacent to the Site, and to prepare general plans for vehicular and pedestrian traffic to best serve the Site following completion of construction thereupon, all in compliance with the Redevelopment Plan and its purposes, and to stimulate the redevelopment, growth and vitality of the CBD. To that end, the City has obtained approval of its application for UMTA planning funds.

9. Improvements to be Provided by Authority.

(a) Soils Consultant. Authority shall retain a soils consultant, satisfactory to Authority and Developer, to perform the following duties on the Site at the expense of Authority, except as otherwise hereinafter specifically provided:

- (i) Perform preliminary soils investigations, including borings, if necessary;
- (ii) Prepare report outlining demolition procedures and procedures and criteria for preparation of graded Site, including such information as may be required under subparagraph (b) below of this paragraph 111-A-9;

- (iii) Provide all necessary in-field testing and observation so as to be able to certify that the procedures and criteria recommended pursuant to clause (ii) above and approved by Authority and Developer have been fulfilled; and
- (iv) Make recommendations, at the expense of Authority, for foundation design of Parking Facilities and, at the expense of Developer, for foundation design of the Shopping Center buildings.

(b) Site Preparation. Authority agrees to prepare, for approval by Developer, plans and/or specifications (described more fully in the Ground Lease) and a timetable for performance of the following work to be performed on the Site by Authority, at its expense, except as otherwise hereinafter specifically provided:

- (i) Demolition and removal from the Site of all structures and basement walls, floors, foundations, pavements and utilities, to the extent deemed necessary and appropriate by the soils consultant, to provide a satisfactory base for the support of the Parking Facilities and Shopping Center buildings;
- (ii) Placement and compaction of suitable fill material in basement areas and other depressions in a manner prescribed by the soils consultant;
- (iii) Sufficient quantity of approved fill material from Parking Structure No. 1 shall be stockpiled on the Site in order to provide backfill for Parking Structure No. 1 and to bring the remaining portion of the Site to grade with surplus (if any) and unsuitable material to be removed from Site and additional fill (if required) brought to Site;

- (iv) Temporary parking for the existing Sears store shall be provided during the period prior to completion of Parking Structure No. 2, at a location approved by Sears;
- (v) Removal and replacement of portions of pavement of existing perimeter streets where necessary and installation of new curbs;
- (vi) Relocation of utility lines, poles and hydrants where necessary; and
- (vii) Provide utility connections at the curb line.

Authority and Developer shall share the charges of the soils consultant for the services described in paragraphs III-A-9-(a)-(i), (ii) and (iii) and the cost of placing and compacting stock-piled material to bring the Site up to required subgrades, such charges and cost to be shared by Authority in that proportion which the number of acres on the Parking Facilities Sites bears to the total acreage of the Site and by Developer in that proportion which the number of acres of land within the Shopping Center Site bears to the total acreage of the Site. The parties shall be entitled to rely upon the recommendations of such soils consultant in the performance of such work, and shall not be responsible to the other or any other person for any errors or omissions on such soils consultant's part or for work performed in accordance with such recommendations.

(c) Parking Facilities. Authority agrees to prepare, for approval by Developer, plans and specifications (described more fully in the Ground Lease) and a timetable for construction of the Parking Facilities to be constructed on the Parking Facilities Sites by Authority, at its expense except as otherwise hereinafter specifically provided:

(i) A two-level parking garage, including a partial third level south of the department store to be located substantially within the Air Rights and all necessary exterior ramps required for vehicular ingress and egress to the various levels ("Parking Structure No. 1") which shall include, inter alia, the following special items:

(aa) Structural beams and slabs at the third level as necessary for the support of the department store and the sidewalk area north of the Air Rights;

(bb) Elevators, including the doors at the mall level;

(cc) Foundations and columns increased in carrying capacity to support the department store loads;

(dd) Stairwells sized and located in accordance with the department store exiting requirements;

(ee) Exterior enclosure at First Street and Forest Street shall be designed to be architecturally harmonious with department store building exterior design; and

(ff) Provide retaining wall, ramps and stairs at the Washington Street entrance ramp as required by Penney.

Developer shall pay Authority the sum of \$600,000 as reimbursement for the cost of the structural beams, slabs and other support for such department store and the elevator shafts and doors above such department store floor at mall level.

(ii) A four-level parking garage located adjacent to the other two department store buildings on the Shopping Center Site, which shall be designed to support

and permit the addition of a fifth parking deck ("Parking Structure No. 2").

The Parking Facilities shall consist of a total of approximately 1,574 parking spaces substantially as shown on the Site Development Plan. In connection with the preparation of such plans and specifications, Developer recognizes that Authority reserves the right to include commercial space at various first-floor points within the Parking Facilities, which shall face the outside of the Parking Facilities (any retail usage of such commercial space shall be subject to the Developer's approval and shall not be competitive with retail uses in the Shopping Center), and the right to use the Air Space over Parking Structure No. 2 (such Air Space rights to include support and access rights) for additional parking (including a possible skywalk to the Marathon County Court House) and such other uses as shall be approved by Developer; provided, however, that any such construction within such Air Space shall have been substantially completed prior to opening of the Shopping Center for business with the public and provided, further, that Authority shall provide such additional parking spaces within the Parking Facilities as may be required under applicable zoning ordinances and regulations to serve such additional uses.

Authority and Developer agree to work together to explore methods by which construction of the Parking Facilities and construction of the Shopping Center can be coordinated and more cost effective, including potential use of a common contractor (including Developer or a construction company affiliated with Developer) or common construction manager. Consideration will also be given to the organization of a

non-profit corporation to construct the Parking Facilities (with proceeds of tax exempt bonds) and lease them to Authority and/or City, or the contracting by Authority and/or City to sell and repurchase from the Developer the Parking Facilities Sites and purchase from the Developer the Parking Facilities upon completion of construction thereof by Developer.

Authority agrees to prepare the necessary Planning and Feasibility Study required to obtain financing and legislative action for construction of the Parking Facilities, substantially as shown on the Site Development Plan. Authority agrees to prepare or cause to be prepared the necessary plans and specifications for construction of the Parking Facilities, as aforesaid, following preparation of the Study referred to in the foregoing sentence and approval thereof by Developer and to develop a timetable for construction.

10. Preservation of Existing Municipal Parking; Public Transportation. The parties are desirous of additional development in the CBD and acknowledge that the minimum capacity of the Parking Facilities, which are presently deemed adequate to serve the traffic expected to be generated by the Shopping Center, was determined, inter alia, by giving consideration to the current existing City municipal parking areas within the CBD. Accordingly, the Authority agrees with Developer and will obtain a commitment from the City that from and after the date hereof until the expiration or earlier termination of the Ground Lease, the Authority and/or the City will not permit the use of any of the municipal parking areas within the CBD for other than parking purposes without providing or causing to be provided municipal parking spaces at least equal in number to those

which would be lost by reason of such other use, at a location not less convenient to the Site than those parking areas to be devoted to such other use. Furthermore, the parties acknowledge the necessity of adequate public transportation during the hours of operation of the Shopping Center, and the Authority agrees with Developer and will obtain a commitment from the City and/or the Transit Authority that from and after the Opening Date (as defined in the Ground Lease) and continuing thereafter until the expiration or earlier termination of the Ground Lease, public transportation at least equal in terms of routes and frequency of service to that presently serving the Site shall be provided and, further, that the hours of operation of such public transportation shall be extended, if necessary, to serve the Site daily commencing at least one hour before and ending at least one hour after the hours that the Shopping Center is open for business with the public.

B. DUTIES OF DEVELOPER

1. Plans and Specifications. The parties acknowledge and agree that the plans and specifications to be prepared by the parties hereto and the work to be undertaken thereunder, must be harmonious. Accordingly, the parties agree to cooperate with and advise each other concerning the preparation of all of the foregoing plans, specifications and timetables. Developer further agrees that its preliminary and/or final layouts, drawings and renderings shall be consistent with the Site Development Plan.

2. Progress Schedule. Developer agrees to use the Critical Path Method ("CPM"), the Program Evaluation

and Review Technique ("PERT") or comparable method for the construction work on the Shopping Center Site, and has prepared a preliminary Progress Schedule for both the Shopping Center and the Parking Facilities which is attached as Exhibit C to the Ground Lease and by this reference is made a part hereof. The parties acknowledge that the preliminary Progress Schedule was prepared by assuming opening of Kausau Mall in October, 1982 and working backward with estimates of the minimum periods required for completion of construction of the various phases. It is understood that any delay in the fulfillment of any of the conditions referred to in the Progress Schedule will necessitate at least an equal extension of the date provided for fulfillment of subsequent conditions. The parties agree to update the Progress Schedule from time to time to reflect changes and progress to date and further agree that the timetables above referred to shall be consistent with the Progress Schedule, as amended. The Progress Schedule and timetables shall be updated as of the date the Land Assembly Stage is completed and shall thereupon become binding upon the parties hereto, subject only to delays of the type described in paragraph VII-E.

3. Department Store Sublessees. Developer agrees that simultaneously with the execution of the Ground Lease by the parties hereto, it will enter into the Subleases with the Department Store Sublessees, obligating such companies to build or lease and, in either event, continuously operate retail department stores under their respective names within the Shopping Center for at least ten (10) years following the Opening Date, and restricting use of the subleased areas and the improvements constructed thereon during the entire

term of the Ground Lease to retail, service or other uses customary in a regional shopping center, or such other uses as shall be approved in advance by the parties hereto, and containing such other terms and conditions as Developer deems necessary to construct and operate the Shopping Center. Such Subleases shall be contingent upon (a) the Authority fulfilling all of its obligations under paragraphs III-A-6, IV and V-A, (b) approval of title and zoning and (c) fulfillment of other customary closing conditions which shall include the opinion of the City Attorney that the Authority and the City will be bound by the agreements made by Authority in its capacity as landlord of the Ground Lease and as overlessor of the Subleases to the Department Store Sublessees and by the City pursuant to its consent to this Agreement.

4. Minimum Investment; Financing. Developer covenants and agrees to expend or cause expenditure of an amount of not less than \$30,000,000 for developing or causing to be developed the buildings and improvements (including the Department Store Sublessees' buildings, improvements and trade fixtures, and leasehold improvements in the mall stores, including tenant improvements and trade fixtures of sublessees under Tenant Subleases, and all hard and soft costs incidental thereto, including fees of Developer, but excluding the Parking Facilities and inventories of Department Store Sublessees and sublessees under Tenant Subleases) comprising the Shopping Center.

Developer agrees, at its expense, to obtain such construction and permanent financing as Developer deems necessary to perform its obligations under this Agreement.

and the Ground Lease, which shall include commitment(s) from Institutional Lender(s) (as defined in the Ground Lease) for minimum construction and long-term financing for the Shopping Center of not less than \$10,000,000 in the event that the Department Store Sublessees construct their own buildings or not less than \$16,000,000 if Developer is required to construct the buildings for Penney and Sears. Developer shall have the option of fulfilling the foregoing requirements for commitment(s) for construction and long-term financing by providing the Authority with (i) a single commitment for the amount of such financing from an Institutional Lender (as defined in the Ground Lease) for an Interim Term Loan for a term of not less than four (4) years or (ii) a commitment (to be replaced not later than the date of commencement of construction of Parking Structure No. 1 if Developer has received at least ninety (90) days advance notice of such commencement; otherwise ninety (90) days after Developer receives notice of such commencement) for the amount of such financing executed by Richard E. Jacobs and/or David H. Jacobs, in his or their individual capacities, agreeing to provide or cause such financing to be provided, which commitment shall be accompanied by written verification from Touche Ross & Co. or other national accounting firm that the current net worth of the signatories is not less than three hundred percent (300%) of the amount of such commitment. At the request of the Authority, made not more frequently than annually, the Developer shall deliver to the Authority, within ninety (90) days after receipt of such request, a then current verification of net worth as above required by a national accounting firm. The Developer shall be obligated

to provide a take-out commitment for long-term permanent financing at least twelve (12) months prior to the maturity of any Interim Term Loan or give any other reasonable assurances that the Interim Term Loan will be satisfied on its maturity date or such maturity date will be extended. Developer shall perform all terms of such financing commitments so as to keep them in force and draw down funds thereunder. The obligation of Developer in the immediately preceding sentence shall survive any termination of this Agreement unless specifically referenced in any termination agreement.

In connection with obtaining such financing, the Authority shall provide Developer and its proposed lender(s) with the assurances set forth in the Ground Lease. No financing of the Developer shall become an obligation of Authority, and the terms of any financing by Developer shall so confirm, and the same shall be structured so that no such financing shall constitute an indebtedness of the Authority. In the event that Developer's total financing benefiting from the Authority's assurances shall exceed the Developer's total development and construction costs (hard and soft costs, including fees of Developer and its affiliates and construction allowances payable to its sub-tenants for leasehold improvements) for the Shopping Center, including all amounts paid to Authority by Developer in accordance with paragraph III-A-9 as reimbursement for certain improvements to be provided by Authority, which costs shall be certified to the Authority by a firm of independent certified public accountants, the Authority shall share in such excess proceeds of financing as provided in the Ground Lease.

5. Project Manager and Budget. Developer agrees to appoint a qualified project manager for the Shopping Center, and at all times during the term hereof to have such a project manager. Developer shall establish a budget of not less than \$300,000 for the Shopping Center during the Development Planning Stage, inclusive of funds already paid or incurred by JVJ or the Developer, including expenditures for tasks included in subsequent Stages.

6. Cooperation. Developer agrees to consult with and obtain the advice and counsel of the Authority and City with respect to, and to work with Authority and City in integrating, the Shopping Center with the CND.

7. Assistance in Obtaining Outside Funding. Developer agrees to assist the Authority and City in obtaining Outside Funding for the Project and, upon request, to furnish the Authority and City with information reasonably required for any applications for Outside Funding. Without limiting the generality of the foregoing, Developer agrees to assist the Authority and City in seeking funds from the Department of Housing and Urban Development, the Economic Development Administration, and the Upper Great Lakes Regional Commission.

8. Leasing Plan. Developer agrees to prepare a preliminary leasing plan for the mall shops within the Shopping Center, which is to include proposed merchandising of space to provide a well balanced tenant mix of local and national tenants and the array of goods and services necessary to compliment those offered by the Department Store Sublessees. Upon request of Authority, made not more frequently than bi-monthly, Developer shall provide Authority with its most current leasing plan.

C. OBLIGATIONS OF THE PARTIES TO PROCEED

It is understood and agreed by the parties hereto that this Agreement embodies the framework upon which the parties agree to proceed. The obligations of the parties to proceed, however, are dependent upon the occurrence of each of the matters set forth in paragraphs III-A and III-B. If any of the matters set forth in paragraphs III-A or III-B above shall not have been fulfilled or satisfied for any reason (except bad faith by any party hereto) on or prior to six (6) months from the date of execution of this Agreement (subject to the provisions of paragraph VII-E below), the party who is not in default of its obligations to fulfill or perform such matters may:

1. Give to the other written notice of its intention to terminate this Agreement stating the contingency or condition which has not been fulfilled or satisfied, and this Agreement shall then terminate automatically sixty (60) days after the giving of such notice unless within such period such contingency or condition shall be fulfilled or satisfied or shall be waived in writing by the other;

2. Postpone the time for the fulfillment or satisfaction of such contingency or condition for such period of time as the parties may agree, at the end of which period this Agreement shall terminate automatically if such contingency or condition has not been fulfilled or satisfied, unless the parties then waive in writing the fulfillment or satisfaction of such condition, or agree in writing to a further postponement; or

3. Waive in writing the fulfillment or satisfaction of such contingency or condition.

D. ESTOPPEL CERTIFICATE

At any time and from time to time, each of the parties hereto agrees, upon request in writing from the other, to execute and deliver to the addressee designated by the requesting party, including Developer's Institutional Lender(s) (as defined in the Ground Lease) a statement in writing, certifying as to the fulfillment or satisfaction of each of the matters set forth in paragraphs III-A and III-B, and if such matters have not all been fulfilled and satisfied, an enumeration of those matters which remain to be fulfilled or satisfied; that the responding party knows of no default under this Agreement by the requesting party, or if there is a default, the nature thereof; and that there are no offsets under this Agreement of which the responding party has knowledge against the requesting party, or if there is an offset, the nature and amount thereof. Neither party shall be required or obligated to furnish more than one certificate to any designated addressee in any twelve (12) month period unless for each additional certificate requested to the same addressee in such time period a payment of \$25 is made by the requesting party to the other party.

IV. LAND ASSEMBLY STAGE

In view of the size and complexity of the project covered by this Agreement, the parties recognize that once the Development Planning Stage has been completed, the Land Assembly Stage and the Construction Stage (Article IV and V) of various parts of the Site may overlap and run concurrently. The parties further agree that once the Land Assembly Stage is commenced by the Authority and the Construction Stage is

commenced by the Developer, the damages to the Authority, the CBD and the electorate of the City and the damages to the Developer, as the case may be, are incapable of measurement and, therefore, each party confirms that the other party shall be entitled to specific performance of the defaulting party's obligations under this Agreement.

Authority agrees to acquire the Shopping Center Site and Parking Facilities Sites in accordance with the Land Assembly Plan referred to in paragraph III-A-4. In connection therewith, Authority shall implement the Relocation Plan referred to in paragraph III-A-3, file a relocation order and also make a finding of necessity, serve notices of appraisal, commence negotiations for purchase of and proceed with condemnation proceedings to acquire fee simple title to, the real estate which comprises the Shopping Center Site and Parking Facilities Sites. To the extent and when requested by Developer, Authority agrees to advise Developer concerning the progress of the foregoing acquisitions, and to seek the advice and counsel of Developer in connection therewith. Developer agrees to cooperate with Authority in connection with its duties under this paragraph. In the event that the Authority fails to complete acquisition of the Shopping Center Site and Parking Facilities Sites on or prior to thirty-six (36) months after the date of execution of this Agreement, Developer shall have the same rights as are conferred upon Developer under paragraph III-C in the event of failure by the Authority to fulfill or satisfy its obligations under paragraph III-A.

V. CONSTRUCTION STAGE

A. DUTIES OF AUTHORITY

Authority, at its sole cost and expense, agrees to

undertake and perform the work and construct the improvements to be provided by the Authority as described in and indicated by the plans and specifications referred to in paragraph III-A-9, subject to reimbursement by Developer of the amounts specified therein, and to complete the same on or before the dates provided in the Progress Schedule. Authority agrees that it shall pay any special assessments which may be levied for the improvements to be constructed by Authority under this Agreement.

B. DUTIES OF DEVELOPER

Developer, at its sole cost and expense, agrees to construct the Shopping Center, including new or replacement sidewalks around the Site, in accordance with the Ground Lease, pursuant to the plans and specifications referred to in paragraph III-B-1, and to complete the same on or before the dates provided in the Progress Schedule.

VI. OPERATION STAGE

A. SHOPPING CENTER

Developer agrees to operate the Shopping Center in accordance with the Ground Lease.

B. PARKING FACILITIES

Authority agrees to operate or cause to be operated the Parking Facilities in accordance with the Ground Lease, and Developer shall reimburse Authority for a portion of any operating deficit from such operation as provided in the Ground Lease.

VII. MISCELLANEOUS

A. Authority agrees to request and the City agrees to timely vacate such streets and alleys, issue such permits, make such changes in the ordinances of the City, and do such

further and necessary steps as may be required to carry out the purposes of this Agreement and the Ground Lease and the performance of the parties hereunder and under the agreements referred to herein. This paragraph requires the Authority and the City to take any necessary legislative action and to obtain any necessary legislative action of its agencies required from time to time to authorize the actions of the City and/or Authority in accordance with this Agreement and the Ground Lease; and to obtain all of the necessary local governmental permits, authorizations and other approvals required for the Authority to fulfill its obligations under this Agreement and the Ground Lease, except as otherwise herein specifically set forth.

B. Developer and Authority agree, and Authority agrees to obtain agreement of the City to enter into all the necessary legal documents and agreements to develop the Shopping Center and to take all other necessary action to develop the Shopping Center and the Parking Facilities consistent with this Agreement and the Ground Lease.

C. An environmental impact statement presently being prepared shall be completed. Authority shall obtain all governmental permits or licenses required for the portions of the Project which Authority is obligated to construct hereunder. Developer agrees to reimburse the Authority and/or City for the reasonable costs so incurred by Authority and/or City relating to the Shopping Center. All other costs shall be at Authority's sole cost and expense.

D. It is understood and agreed by the parties hereto that all dimensions and quantities of square feet set forth herein and on the exhibits hereto, and all locations

of structures and other improvements set forth on the exhibits hereto, are preliminary and tentative. Before the legal descriptions of the various parcels comprising the Site are finalized, as set forth hereinabove, each party reserves the right to make minor changes in the dimensions, quantities and locations to best accommodate and facilitate design, construction and operation, upon written notice to, but without the need for consent from, the other parties to this Agreement.

E. In the event that any party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder for any cause specified in Section 13.6 of the Ground Lease, then performance of such act shall be excused for the period of the delay and the period of the performance of any such act shall be extended for a period equivalent to the period of such delay and so reflected on the Progress Schedule.

F. Developer shall have no right to assign this Agreement and its rights and obligations hereunder other than any permitted assignment by Developer or permitted transfer of an interest in Developer under the terms of the Ground Lease. It is recognized by both parties to this Agreement that the continuous involvement of one or more of the Developer's principals in the development, construction, leasing and operation of the Shopping Center as provided in the Ground Lease is a sine quo non of this Agreement.

G. In the event any notice is desired or required to be delivered hereunder, it shall be given in writing, and shall be delivered personally or shall be deposited in the United States mails, postage prepaid, certified or registered,

return receipt requested in which latter event it shall be deemed given five (5) days after the date mailed. If it is to be sent to the Authority, it shall be addressed as follows:

The Redevelopment Authority
of the City of Wausau
City Hall
Wausau, Wisconsin 55401

Attention: Chairman

with separate copies to the Mayor, City Clerk and City Attorney, City of Wausau at the above address;

If it is to be sent to Developer, it shall be addressed as follows:

Wausau Joint Venture
c/o Jacobs, Viscensi & Jacobs Co.
35425 Center Ridge Road
Cleveland, Ohio 44145

Attention: Richard E. Jacobs

with separate copies to any Institutional Lender of Developer, as defined in the Ground Lease, provided the name and address of such Institutional Lender has been provided to Authority in the manner provided above.

Each party may (i) change its address to which notice is to be given by like notice and (ii) provide the other party by like notice with the names and addresses of not more than six (6) other persons to whom copies of all notices are to be directed. Each party shall give the other party a copy of any notice received which affects this Agreement or the performance of the parties hereunder.

II. This Agreement may be executed in any number of counterparts, each of which shall constitute an original. This Agreement is the "definitive agreement" referred to in the Memorandum.

I. This Agreement may be supplemented or amended only by written instrument executed by the parties affected by such supplement or amendment.

J. Whenever the consent or approval of any party is required under this Agreement, such consent or approval shall not be unreasonably withheld.

K. This Agreement shall inure to the benefit of and be binding upon the parties hereto.

L. This Agreement shall be governed by the internal laws of the State of Wisconsin. If any term or provision of this Agreement, or any exhibit hereto, or the application thereof to any person or circumstance, shall to any extent be invalid or unenforceable, the remainder of this Agreement and exhibit, or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

M. This Agreement is contingent upon approval of an Urban Development Action Grant to the City of not less than \$5,000,000 from the United States Department of Housing and Urban Development and will terminate and be of no further force or effect without such Action Grant or other public funding.

N. This Agreement shall supersede the Memorandum of Intent between the parties hereto, dated March 16, 1979, which shall be of no further force or effect from and after the date of execution hereof.

VIII. OTHER CITY AUTHORITIES

Various of the provisions on the Authority's and City's part contained in this Agreement are on subjects

within the purview of various authorities. For example, certain of the City's responsibilities herein expressed may be performed by the City, its Parking Utility, and by the Water Utility and/or Sewerage Utility, and such authorities have joined in the execution of this Agreement for the purpose of evidencing their agreement to be bound in respect to the performance of such responsibilities which are within their respective purview and control.

IN WITNESS WHEREOF, the parties have caused this Redevelopment Agreement to be duly executed as of the date first above written.

Witnesses:

THE REDEVELOPMENT AUTHORITY
OF THE CITY OF WAUSAU

Thomas J. Mallon

By Bryan E. Bronston, Jr.
Bryan E. Bronston, Jr., Chairman

Stanley J. Hyslop

Attest Constant C. Chilicki
Constant R. Chilicki,
Executive Director

(CORPORATE SEAL)

WAUSAU JOINT VENTURE

Richard E. Jacobs

By Richard E. Jacobs (SEAL)
Richard E. Jacobs, General Partner

David H. Jacobs

By David H. Jacobs (SEAL)
David H. Jacobs, General Partner

CONSENT AND JOINDER

To the extent that the duties ascribed to the Authority under the foregoing Redevelopment Agreement are statutorily mandated to be, or are customarily undertaken by the undersigned, the undersigned covenants and agrees to perform such obligations herein set forth to be performed, and joins in and executes this Agreement to bind itself in every respect for the performance of such obligations and agrees to perform in accordance with its terms, all pursuant to such bilateral or multilateral contracts and funding agreements which such parties have entered into or will hereafter make in connection with their respective performance of the duties imposed upon them herein.

Dated at Wausau, Wisconsin, this 30 day of October, 1979.

Witnesses:

CITY OF WAUSAU

Richard A. Meyer

By John L. Kannenberg
John L. Kannenberg, Mayor

Barbara C. (L.) Vintz

Attest Ernest J. Cherney
Ernest J. Cherney, City Clerk

(SEAL)

CONSENT AND JOINDER

To the extent that the duties ascribed to the Authority and/or City under the foregoing Redevelopment Agreement are statutorily mandated to be, or are customarily undertaken by the undersigned, the undersigned covenants and agrees to perform such obligations herein set forth on the part of the Authority and/or City to be performed, and joins in and executes this Agreement to bind itself in every respect for the performance of such obligations and agrees to perform in accordance with its terms, all pursuant to such bilateral or multilateral contracts and funding agreements which such parties have entered into or will hereafter make in connection with their respective performance of the duties imposed upon them herein.

Dated, at Wausau, Wisconsin, this 30 day of October, 1979.

Witnesses:

PARKING UTILITY

Burt M. Rinaldi By John G. von Gierke
Mayor of Wausau, Wisconsin
J. J. J. J. Attest West M. Herney

CONSENT AND JOINDER

To the extent that the duties ascribed to the Authority and/or City under the foregoing Redevelopment Agreement are statutorily mandated to be, or are customarily undertaken by the undersigned, the undersigned covenants and agrees to perform such obligations herein set forth on the part of the Authority and/or City to be performed, and joins in and executes this Agreement to bind itself in every respect for the performance of such obligations and agrees to perform in accordance with its terms, all pursuant to such bilateral and multilateral contracts and funding agreements which such parties have entered into or will hereafter make in connection with their respective performance of the duties imposed upon them herein.

Dated at Wausau, Wisconsin, this 20 day of October, 1979.

Witnesses:

WATER UTILITY
SEWERAGE UTILITY

John L. Kannerberg Each By John L. Kannerberg
John L. Kannerberg, President

David H. Hesse Each Attest Robert J. Hesse

City of Wausau

773862



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Office of
ERNEST J. CHERNEY
CITY CLERK
(715) 845-5279

CITY HALL
407 Grant Street
Wausau, Wisconsin 54401

CERTIFICATION

I, Ernest J. Cherney, do hereby certify I am duly qualified and acting City Clerk of and for the City of Wausau, Marathon County, Wisconsin. Acting in that capacity, I do further certify the accompanying First Amendment to Redevelopment Agreement is true and correct copy of an Agreement adopted by the Common Council of the City of Wausau on the 12th day of May, 1980.

Dated this 25th day of November, 1980.

Ernest J. Cherney
Ernest J. Cherney
City Clerk
Wausau, Wisconsin

REGISTER'S OFFICE
Marathon County, WI } 50

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RECORDS ON FILE 870-981

Robert J. [illegible]
RECEIVED

SEAL

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113.00 city NOTED

116.324 871

FIRST AMENDMENT TO REDEVELOPMENT AGREEMENT

THIS AGREEMENT is made as of the 12th day of MAY, 1980, by and between the REDEVELOPMENT AUTHORITY OF THE CITY OF WAUSAU, Wausau, Wisconsin, a statutory authority authorized by the laws of the State of Wisconsin (hereinafter called "Authority") and WAUSAU JOINT VENTURE, an Ohio general partnership consisting of Richard E. Jacobs and David H. Jacobs (hereinafter called the "Developer").

W I T N E S S E T H :

WHEREAS, the Authority and Developer heretofore entered into that certain Redevelopment Agreement dated October 30, 1979 (hereinafter called the "Agreement") providing for the redevelopment of portions of the downtown area of the City of Wausau (hereinafter called the "City"); and

WHEREAS, the City heretofore applied to the United States Department of Housing & Urban Development (hereinafter called "HUD") for an Urban Development Action Grant (hereinafter called a "UDAG"), which UDAG monies are to be used by the City for funding of a portion of the costs of the Authority's obligations under the Agreement, including those contained in the Ground and Air Rights Lease (hereinafter called the "Lease") which is Exhibit 1 to the Agreement; and

WHEREAS, HUD's award of a UDAG for the Project was conditioned upon modification of the Lease to grant the Authority an increase in the Additional Rental; and

WHEREAS, the parties wish to further amend the Agreement and the Lease so as to provide for payment of title evidence costs in a manner favorable to the Authority, and to clarify several of the Lease provisions;

NOW, THEREFORE, in consideration of the performance by the Authority and Developer of their respective obligations under the Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Authority and Developer hereby covenant and agree to amend the Agreement and Exhibit 1 to the Agreement (to-wit, the form of Lease) as follows:

ARTICLE I

(A) Section 5.2 of the Lease which appears on pages 27, 28 and 29 thereof is modified so as to:

(i) Delete therefrom the portion beginning with the phrase "in excess of \$578,115.00" (which appears in lines 6 and 7 on page 27) ending with the phrase "for the Fixed Minimum Rent" (which appears in the 12th and 13th lines on page 27); and

(ii) Delete therefrom the last three sentences of the first paragraph and all of the second paragraph of Section 5.2

(B) Section 10.3(a) of the Lease is hereby amended so as to delete the phrase "and Base for Additional Rental" from the last line of Section 10.3(a) as page 62.

ARTICLE II

The parties confirm that it has always been their intention that the rental payment option contained in Section 5.1(a)(ii) of the Lease is not to increase the cost to the Developer of the Fixed Minimum Rent for the Initial Period over the cost which the Developer would incur if the Fixed Minimum Rent were paid in the manner specified in Section 5.1(a)(i). On the basis of tax research done by the Developer after October 30, 1979, it now appears that the Developer's cost under the Section 5.1(a)(ii) rental payment method will be greater than its cost under the Section 5.1(a)(i) rental payment method due to the effect of the Internal Revenue Code, unless the required pledge of Securities is deleted from Section 5.1(a)(ii). Sections 5.1(a)(ii) and 16.9 of the Lease are hereby amended so as to delete therefrom the required pledge of the Securities and all reference to the Securities.

ARTICLE III

The Agreement and Lease are presently silent on the matter of title evidence. The parties recognize that sound business practice and prudence dictates use of title insurance on real estate developments of the size of the Project, thereby relieving both parties of the risks attendant to defects in or failures of title. Accordingly, the parties agree as follows:

(A) The Authority shall provide a leasehold policy of title insurance under a master policy issued to the Developer by a responsible title insurer selected by the Developer and approved by the Authority, insuring title to the Leased Premises to be in the condition called for by the Lease. Developer hereby selects Pioneer National Title Insurance Company as the title insurer, and the Authority approves such title insurer; provided that such selection and approval is based upon such title insurer's (i) current financial information, (ii) reinsuring all coverage from \$25,000,000 to \$40,000,000, with Title Insurance and Trust of California, and (iii) reinsuring all coverage over \$40,000,000 with a title insurer approved by Developer and Authority. Such reinsurance treaties shall afford the insureds direct action against the reinsurers in addition to the insureds' rights against the insurer. On the basis of current financial information, the parties hereby approve the following reinsurers: American Title Insurance Company, Chicago Title Insurance Company, Commonwealth Land Title Insurance Company, First American Title Insurance Company, Lawyers Title Insurance Company, Safeco Title Insurance Company, St. Paul Title Insurance Corporation, Title Insurance Company of Minnesota, Transamerica Title Insurance Company and Western Title Insurance Company.

(B) Such master policy shall provide for the issuance of ALTA title insurance policies as "take off" on such policy, as follows:

(i) An Owners Policy (Broad Form B) to the Authority, in the aggregate of the purchase price paid for the Site by the Authority, the fair market value on the date of transfer of the portions of the Site donated to the Authority by the City, and the investment by the Authority, the City and/or its Parking Utility in the construction of the improvements on or under the Site to be constructed by the Authority, the City and/or its Parking Utility under the Lease or the Agreement;

(ii) A Leasehold Policy to Developer in an amount to be specified by the Developer;

(iii) Subleasehold Policies to the Department Store Sublessees in amounts to be specified by the Developer;

(iv) A Mortgage Policy to Developer's mortgage lender(s) on the Project to be specified by the Developer;

(C) The Authority shall be obliged to pay the first \$8,675.25 of the title insurance premiums for such master policy (and all take off policies), and all premiums in excess of such amount shall be paid by Developer.

(D) Developer agrees that such title insurer's insurance over any title matter shall be satisfaction of the Authority's obligation with respect to such title matter.

This Article III constitutes an amendment of the Agreement and of the Lease.

ARTICLE IV

The parties acknowledge that, due to the present uncertainty respecting other or spin-off developments in the balance of the CBD, the area covered by the City's recent change in parking requirements for new development (mentioned on page 60 of the Lease) may cover too small an area, and agree that the traffic consultant survey mentioned in Section 9.6 of the Lease should be expanded to include the subject of appropriate parking requirements for new developments of greater than 15,000 square feet in the CBD. Both parties agree to review and take action based upon such survey's recommendations respecting parking. The Authority agrees to work with Developer to the end that new development in the remainder of the CBD, prior to completion of such survey and any indicated responsive action, include on-site parking facilities of at least the magnitude contained in the parking requirement set out in Section 9.5 of the Lease. In addition, the Authority agrees that the Developer's approval, which shall not be unreasonably withheld, is required if the Authority elects to construct additional parking spaces off the Shopping Center Site under the last sentence of Section 9.6 of the Lease.

This Article IV amends Section 9.5 and 9.6 of the Lease.

ARTICLE V

The City's Common Council at its February 12, 1980, meeting authorized execution by the City of that certain UDAG Grant Agreement (herein called the "Grant Agreement") between the City, as the Recipient, and the Secretary of Housing and Urban Development acting by and through the Assistant Secretary for Community Planning and Development, as representative of the United States of America, as the Secretary. The Developer acknowledges receipt of a copy of the Grant Agreement, as executed by the parties thereto.

The following representations, warranties and assurances are required by the Grant Agreement and are hereby added to the Agreement and the Lease:

(A) The parties confirm that all "UDAG Funded Activities" (defined in the Grant Agreement) are to be performed by the City or the Redevelopment Authority, and none are to be performed by the Developer. In the event that the Agreement or the Lease is hereafter amended to provide for the Developer to perform UDAG Funded Activities, then the Redevelopment Authority and Developer agree that the Agreement and the Lease shall be further amended to include the additional assurances contained in Sections 9.01, 9.02 and 9.03 of the Grant Agreement.

(B) The parties confirm that the Developer is not to receive, directly or indirectly, any of the funds granted the City under the Grant Agreement, and that such Funds are to be made available to the Redevelopment Authority for the performance of UDAG Funded Activities, pursuant to the Cooperation Agreement previously executed by the City, its Redevelopment Authority, its Parking, Water and Sewerage Utilities and the Wausau Area Transit Board, Inc. The Developer acknowledges receiving a copy of such Cooperation Agreement. If the Agreement or the Lease is hereafter amended to provide for the Developer to so receive any such funds, then the Redevelopment Authority and Developer agree that the Agreement and the Lease shall be further amended to include the additional provisions contained in Sections 9.07 and 9.09 of the Grant Agreement.

(C) In satisfaction of the City's obligation under Section 9.08 of the Grant Agreement, the Agreement and the Lease are hereby amended to include a provision to the effect that each Participating Party agrees that any duly authorized representative of the Secretary shall, at all reasonable times, have access to any portion of the Project in which such Participating Party is involved. Such representatives shall comply with all safety programs and requirements for the Project. The period of such right to access shall be the same as that set forth in Section 9.07 of the Grant Agreement.

(D) In satisfaction of the City's obligation under Section 9.10 of the Grant Agreement, the Agreement and the Lease are hereby amended to include a provision that during the term of the Grant Agreement such contracts shall not be amended in any material respect, without the prior written approval of the Secretary, and that an amendment shall be deemed "material," within the meaning of such provision, if it cancels or reduces any development, construction, job creating, or financial obligation of any Participating Party by more than ten (10%) percent, or if it changes the situs or character of any development activity, or if it increases any time for performance by any Participating Party by more than ten (10%) percent; provided, that an increase in any time for performance which does not exceed thirty (30) days, shall not be deemed "material."

(E) In satisfaction of the City's obligation under Section 9.11 of the Grant Agreement, the Agreement and the Lease are hereby amended to include an acknowledgement by all parties thereto that nothing contained in the Grant Agreement, or in such contracts between the parties, nor any act of the Secretary, or of the City, or of any of the parties, shall be deemed or construed by any of the parties, or by third persons, to create any relationship of third-party beneficiary, or of principal and agent, or of limited or general partnership, or of joint venture, or of any association or relationship involving the Secretary.

(F) This Article V, and the assurances and provisions added to the Agreement and Lease shall be effective only during the term of the Grant Agreement, i.e., until completion of all close-out procedures respecting the UDAG covered thereby and final settlement and conclusion of all issues arising out of the Grant Agreement or such UDAG.

ARTICLE VI

The parties confirm that a number of additional corrections or clarifications in the form of Lease attached as Exhibit 1 to the Agreement are desirable, and hereby agree to the same.

In order to guard against confusion in the future, attached hereto as Exhibit A is a copy of the approved form of the Lease as restated and amended by this First Amendment to Redevelopment Agreement.

ARTICLE VII

The six month period mentioned in Article III-C of the Agreement is hereby extended from April 30, 1980 to September 30, 1980, subject to HUD's agreement to extension from May 12, 1980 to October 12, 1980, of the date specified in Part 1 of Exhibit F of the Grant Agreement by which the City of Wausau is required to furnish HUD with the evidentiary materials required in Exhibit E of the Grant Agreement. The Authority has reported

5/6/80

VC. 324 PAGE 876

To the Developer that the Authority has performed all of the obligations on its part to be performed which are contained in Paragraphs 1 through 8, inclusive, and 10, of Article III-A of the Agreement. The Authority has requested the Developer to provide the Authority with a list of any soil consultants or architectural/engineering firms which the Developer would recommend for the work described in Paragraph 9 of Article III-A of the Agreement, and the Developer will promptly respond to this request.

ARTICLE VIII

The Authority confirms that it will not object to a Sublease with a Department Store Sublessee for the reason that such Sublease grants the Department Store Sublessee the right to terminate its Sublease upon the expiration of an initial 25-year period commencing with the Opening Date of the Shopping Center or, if later, the date upon which such Sublessee's Department Store opens for business in the Shopping Center. Except as in the immediately preceding sentence provided, the Authority's approval rights with respect to Subleases with Department Store Sublessees is continued as presently provided in the Agreement and the Lease.

ARTICLE IX

This Agreement shall not be effective until approved by HUD.

IN WITNESS WHEREOF, the parties have caused this First Amendment to the Redevelopment Agreement to be duly executed on the date first above written.

Witnesses:

THE REDEVELOPMENT AUTHORITY OF
THE CITY OF WAUSAU

Earl A. Bruggen
Carol M. Seppel

By

David M. Torko
David Torko, Chairman

By

Constant Chilicki
Constant Chilicki, Executive Director

WAUSAU JOINT VENTURE

Richard E. Jacobs
Margaret J. Jacobs

By

Richard E. Jacobs
Richard E. Jacobs, General Partner
David H. Jacobs
David H. Jacobs, General Partner

3/6/80
Rev. 5/6/80

NO. 324 PAGE 877

CONSENT

The undersigned hereby consent, to the extent, if any, that such is required, to the foregoing First Amendment to Redevelopment Agreement.

Dated at Wausau, Wisconsin, this 19th day of May, 1980.

Witnesses: Joyce B. Kieffer CITY OF WAUSAU
Ernest J. Cherney By John L. Kannenberg
John L. Kannenberg, Mayor
Attest Ernest J. Cherney
Ernest J. Cherney, City Clerk

[SEAL]

Dated at Wausau, Wisconsin, this 19th day of May, 1980.

Witnesses: Ernest J. Cherney WAUSAU PARKING UTILITY,
Ruth A. Schneider By John L. Kannenberg
Attest Ernest J. Cherney

Dated at Wausau, Wisconsin this 19th day of May, 1980.

Witnesses: WAUSAU WATER UTILITY
WAUSAU SEWERAGE UTILITY
Joyce B. Kieffer Each By John L. Kannenberg
Joyce B. Kieffer Each Attest Ernest J. Cherney
John L. Kannenberg, President

APPROVAL

The undersigned hereby approves the foregoing First Amendment of Redevelopment Agreement, and the undersigned hereby confirms:

(1) That all "Environmental Conditions" (defined in the Grant Agreement) have been satisfied by the City of Wausau, and the undersigned is contemporaneously herewith issuing his environmental releases;

5/6/80

NO. 324 PAGE 873

(2) The City of Wausau heretofore filed with the undersigned a duly adopted motion satisfying the requirement of Section 5.01(2) of the Grant Agreement;

(3) The evidentiary materials required by Part I of Exhibit E of the Grant Agreement were heretofore filed with the undersigned by the City of Wausau, and the Cooperation Agreement among the Redevelopment Authority, the City of Wausau, its Water, Sewerage and Parking Utilities and the Wausau Area Transit System, Inc., is hereby approved for such purposes;

(4) The foregoing First Amendment of Redevelopment Agreement is accepted as the evidentiary materials required by Paragraphs (a)(1) to (a)(7), inclusive, and (a)(9) of Part II of Exhibit E of the Grant Agreement;

(5) The City of Wausau has filed with the undersigned proof that it has on hand funds, in addition to the action grant funds, in an amount of more than \$11,531,000 committed to and available for completion of the public portion of the Project; and

(6) The period of time for the City of Wausau to furnish the remaining evidentiary materials called for in Parts II and III of Exhibit E of the Grant Agreement is hereby extended until October 12, 1980.

THE SECRETARY OF HOUSING AND
URBAN DEVELOPMENT

By _____
Date: _____

773863

City of Wausau

324 PAGE 982

Office of
ERNEST J. CHERNEY
CITY CLERK
(715) 845-5279

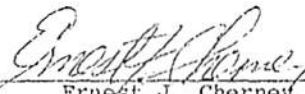


CITY HALL
407 Grant Street
Wausau, Wisconsin 54401

CERTIFICATION

I, Ernest J. Cherney, do hereby certify I am the duly qualified and acting City Clerk of and for the City of Wausau, Marathon County, Wisconsin. Acting in that capacity, I do further certify the accompanying ^{Second} ~~First~~ Amendment to Redevelopment Agreement is a true and correct copy of an Agreement adopted by the Common Council of the City of Wausau on the 12th day of May, 1980.

Dated this 25th day of November, 1980.


Ernest J. Cherney
City Clerk
Wausau, Wisconsin

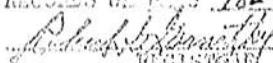
SEAL

REGISTER'S OFFICE)
Marathon County, WI } 80

'80 DEC 31 PM 2 14

VOLUME 324 of MICRO.

RECORDED on page 982-988


REGISTER

773863

Ready WARE

SECOND AMENDMENT TO REDEVELOPMENT AGREEMENT

THIS AGREEMENT is made this 25 day of November, 1980, by and between THE REDEVELOPMENT AUTHORITY OF THE CITY OF WAUSAU, Wausau, Wisconsin, a statutory authority authorized by the laws of the State of Wisconsin (hereinafter called "Authority") and WAUSAU JOINT VENTURE, an Ohio general partnership (hereinafter called the "Developer").

W I T N E S S E T H :

WHEREAS, the Authority and Developer heretofore entered into that certain Redevelopment Agreement dated October 30, 1979, and that certain First Amendment to Redevelopment Agreement dated May 12, 1980 (hereinafter, as amended, called the "Agreement") providing for the redevelopment of portions of the downtown area of the City of Wausau (hereinafter called the "City"); and

WHEREAS, the City heretofore applied to the United States Department of Housing and Urban Development (hereinafter called "HUD") for an Urban Development Action Grant (hereinafter called a "UDAG"), which UDAG monies are to be used by the City for funding of a portion of the costs of the Authority's obligations under the Agreement, including those contained in the Ground and Air Rights Lease (hereinafter called the "Lease") in the restated form attached as Exhibit E to the First Amendment to Redevelopment Agreement; and

WHEREAS, HUD's award of a UDAG for the Project was conditioned upon modification of the Lease to include certain assurances; and

WHEREAS, the parties wish to further amend the Agreement and the Lease;

NOW, THEREFORE, in consideration of the performance by the Authority and Developer of their respective obligations under the Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Authority and Developer hereby covenant and agree to amend the Agreement and Exhibit A to the First Amendment to Redevelopment Agreement (to-wit, the form of Lease) as follows:

ARTICLE I

The City's Common Council at its February 12, 1980, meeting authorized execution by the City of that certain UDAG Grant Agreement (herein called the "Grant Agreement") between the City, as the Recipient, and the Secretary of Housing and Urban Development acting by and through the

Assistant Secretary for Community Planning and Development, as representative of the United States of America, as the Secretary. The Developer acknowledges receipt of a copy of the Grant Agreement.

The following representations, warranties and assurances are required by the Grant Agreement and are hereby added to the Agreement and the Lease:

"(A) In satisfaction of the City's obligation under Section 9.04 of the Grant Agreement, the Agreement and the Lease are hereby amended to include a provision in the nature of a representation and warranty by each 'Participating Party' (which phrase is defined in the Grant Agreement and includes both the Redevelopment Authority and the Developer) that such Participating Party has obtained, or has reasonable assurance that there will be obtained, all Federal, State and local governmental approvals and reviews required by law to be obtained by the Participating Party for the Project.

"(B) In satisfaction of the City's obligation under Section 9.05 of the Grant Agreement, the Agreement and the Lease are hereby amended to include a representation on the part of each Participating Party that such Participating Party acknowledges that the Secretary, in selecting the City for the award of a UDAG, relied in material part upon the assured completion of the activities to be undertaken by the Participating Party in connection with the Project in accordance with the terms of the Agreement and Lease; and that the Participating Party assures the Recipient that such activities will be completed by the Participating Party.

"(C) In satisfaction of the City's obligation under Section 9.06 of the Grant Agreement, the Agreement and the Lease are hereby amended to include the assurance from each Participating Party that such Participating Party will use its best efforts to create or cause to be created, within a specified time not exceeding forty-eight (48) months after the date of this Agreement, a specified number of new job opportunities for persons who, at the time of their employment, will be persons of low and moderate income, such specified numbers being set out in Exhibit A to the Grant Agreement. In order to assist and enable the City to report to the Secretary, as the Secretary may require, each Participating Party agrees to report to the City, as the City may from time to time require, on the numbers and kinds of such jobs created or caused to be created and filled. These assurances shall contain such other provisions as may be required by the City to enable the City to comply with any reporting requirements of the Secretary and to cause the assurances to be legally binding and enforceable to the maximum extent available under the applicable law.

"(D) This Article I, and the assurances and provisions added to the Agreement and Lease shall be effective only during the term of the Grant Agreement, i.e., until completion of all close-out procedures respecting the UDAG covered thereby and final settlement and conclusion of all issues arising out of the Grant Agreement or such UDAG."

ARTICLE II

The parties have mutually agreed upon a substantial number of amendments to the Lease, which are too numerous to spell out in individual detail in the body of this document. Attached hereto as Exhibit A is a copy of the approved form of the Lease as restated and amended by this Second Amendment to Redevelopment Agreement.

ARTICLE III

This Agreement shall not be effective until approved by HUD.

ARTICLE IV

The parties confirm extinguishment of any right on their part to terminate the Agreement under Article III-C of the Agreement.

The Developer confirms its approval of the Redevelopment Plan previously adopted by the Authority.

IN WITNESS WHEREOF, the parties have caused this Second Amendment to the Redevelopment Agreement to be duly executed on the date first above written.

Witnesses:

THE REDEVELOPMENT AUTHORITY OF
THE CITY OF WAUSAU

David H. Fleck
Byron E. Branstetter

By David M. Torko
David Torko, Chairman

By Constant Chilicki
Constant Chilicki, Executive Director

WAUSAU JOINT VENTURE

By _____
Richard E. Jacobs, General Partner

By _____
David H. Jacobs, General Partner

"(D) This Article I, and the assurances and provisions added to the Agreement and Lease shall be effective only during the term of the Grant Agreement, i.e., until completion of all close-out procedures respecting the UDAG covered thereby and final settlement and conclusion of all issues arising out of the Grant Agreement or such UDAG."

ARTICLE II

The parties have mutually agreed upon a substantial number of amendments to the Lease, which are too numerous to spell out in individual detail in the body of this document. Attached hereto as Exhibit A is a copy of the approved form of the Lease as restated and amended by this Second Amendment to Redevelopment Agreement.

ARTICLE III

This Agreement shall not be effective until approved by HUD.

ARTICLE IV

The parties confirm extinguishment of any right on their part to terminate the Agreement under Article III-C of the Agreement.

The Developer confirms its approval of the Redevelopment Plan previously adopted by the Authority.

IN WITNESS WHEREOF, the parties have caused this Second Amendment to the Redevelopment Agreement to be duly executed on the date first above written.

Witnesses:

THE REDEVELOPMENT AUTHORITY OF
THE CITY OF WAUSAU

By

David Torko, Chairman

By

Constant Chilicki, Executive Director

WAUSAU JOINT VENTURE

By

Richard E. Jacobs, General Partner

By

David H. Jacobs, General Partner

CONSENT

324 PAGE 987

The undersigned hereby consent, to the extent, if any, that such is required, to the foregoing Second Amendment to Redevelopment Agreement.

Dated at Wausau, Wisconsin, this NOV 28 day of November, 1980.

Witnesses:

CITY OF WAUSAU

David H Fleck
Josephine Tush

By John L. Kannenberg
John L. Kannenberg, Mayor
Attest Ernest J. Chorney
Ernest J. Chorney, City Clerk

[SEAL]

Dated at Wausau, Wisconsin, this NOV 28 day of November, 1980.

Witnesses:

WAUSAU PARKING UTILITY

Michael D. Johnson
David H Fleck

By John L. Kannenberg
Attest John L. Kannenberg

Dated at Wausau, Wisconsin, this NOV 28 day of November, 1980.

Witnesses:

WAUSAU WATER UTILITY
WAUSAU SEWERAGE UTILITY

David H Fleck
John van Gerecht

Each by John L. Kannenberg
John L. Kannenberg, President
Each Attest Ernest J. Chorney

Dated at Wausau, Wisconsin, this NOV 28 day of November, 1980.

Witnesses:

WAUSAU AREA TRANSIT SYSTEM, INC.

Roger L. Otto
Ernest H. Burgeson

By Burt H. Donald
President
Attest Ernest H. Burgeson
Secretary

APPROVAL

The undersigned hereby approves the foregoing Second Amendment of Redevelopment Agreement, and the Exhibits thereto.

The undersigned hereby approves the First Amendment to Redevelopment Agreement dated May 12, 1980 identified in the foregoing Second Amendment to Redevelopment Agreement, and the Exhibits thereto.

Dated at Washington, D. C., this ____ day of _____, 1980.

THE SECRETARY OF HOUSING AND
URBAN DEVELOPMENT

By _____

RECEIVED FOR RECORD
DEC 1 1980
2:42 p.m.
ROBERT G. GERNETZKY
Register of Deeds

STATE OF WISCONSIN - MARATHON COUNTY
RECORDED
12/22/2010 1:48:41 PM
MICHAEL J. SYDOW, REGISTER OF DEEDS

AFFIDAVIT REGARDING TITLE MATTERS



DOC# 1586651

Michael J. Sydow

Recording Area

Name and Return Address

Office of the City Attorney
City Hall - 407 Grant Street
Wausau, WI 54403

(Charge to City of Wausau)

30-

PIN: 37.291.4.2907.362.0240,
37.291.4.2907.362.0250, 37.291.4.2907.362.0260,
37.291.4.2907.362.0270, 37.291.4.2907.362.0280,
37.291.4.2907.362.0300



DOC# 1586651

AFFIDAVIT REGARDING TITLE MATTERS

STATE OF WISCONSIN)
) ss
COUNTY OF MARATHON)

The undersigned, being first duly sworn on oath, states as follows:

1. I am the Chairman of the Community Development Authority of the City of Wausau, a Wisconsin housing and community development authority (the "Community Development Authority").
2. The Community Development Authority is successor in interest to the Redevelopment Authority of Wausau, Wisconsin by Ordinance of the City of Wausau, Wisconsin.
3. The Community Development Authority is the owner of certain real property located in the City of Wausau, Marathon County, Wisconsin more fully described in Exhibit A, which is attached hereto and incorporated herein by reference (the "Wausau Center Mall Property").
4. The Community Development Authority is a beneficiary of that certain Redevelopment Plan, as amended October 29, 1979 for the Downtown Shopping Center Redevelopment Project Area, recorded in the office of the Register of Deeds for Marathon County, Wisconsin, on February 8, 1980 in Micro-Record 309 on page 545, as Document No. 762327; and Amendment to the Redevelopment Plan recorded in said Register's office on December 31, 1980 in Micro-Record 324 on page 726, as Document No. 773860 (the "Redevelopment Plan").



5. The Redevelopment Plan remains in effect on the date hereof, and all parties having an interest in the Wausau Center Mall Property are hereby put on notice of this Redevelopment Agreement.

6. The Community Development Authority is a party to that certain Redevelopment Agreement by and between the Community Development Authority of Wausau, Wisconsin and Wausau Joint Venture, dated October 30, 1979, and recorded in the office of the Register of Deeds for Marathon County, Wisconsin on December 31, 1980 in Micro-Record 324 on page 729, as Document No. 773861; and First Amendment to Redevelopment Agreement dated May 12, 1980 and recorded in said Register's office on December 31, 1980 in Micro-Record 324 on page 870, as Document No. 773862; and Second Amendment to Redevelopment Agreement dated November 25, 1980 and recorded in said Register's office on December 31, 1980 in Micro-Record 324 on page 982, as Document No. 773863 with respect to the Wausau Center Mall Property (collectively, the "Redevelopment Agreement").

7. The Redevelopment Agreement remains in effect on the date hereof, and all parties having an interest in the Wausau Center Mall Property are hereby put on notice of this Redevelopment Agreement.

8. The Community Development Authority is a party to that certain Ground and Air Rights Lease, as amended and Restated as of November 1, 1980 between the Community Development Authority of the City of Wausau (Landlord) and Wausau Joint Venture (Tenant), recorded in said Register's office on December 31, 1980 in Micro-Record 324 on page 989, as Document No. 773864; and as amended by First Amendment to Ground and Air Rights Lease dated February 1, 1981 and recorded in said Register's office on April 6, 1981 in Micro-Record 329 on page 120, as Document No. 776944; and as amended by Second Amendment to Ground



DOC# 1586651

and Air Rights Lease dated March 1, 1982 and recorded in said Register's office on September 14, 1982 in Micro-Record 351 on page 191, as Document No. 793634; and as amended by Third Amendment to Ground and Air Rights Lease dated October 1, 1982 and recorded in said Register's office on December 9, 1982 in Micro-Record 355 on page 838, as Document No. 797036; Assignment of Lease by Wausau Joint Venture to Wells Fargo Bank, N.A., dated December 6, 1982 and recorded in said Register's office on December 16, 1982 in Micro-Record 356 on page 41, as Document No. 797235; Financing Statement #522669, recorded in said Register's office on July 14, 2003, where CBL & Associates, is Debtor to New York Life Insurance Company; Continuation #1503716, recorded in said Register's office on March 10, 2008 (the "Ground and Air Rights Lease").

9. The Ground and Air Rights Lease remains in effect on the date hereof, and all parties having an interest in the Wausau Center Mall Property are hereby put on notice of this Redevelopment Agreement.

FURTHER THE AFFIANT SAYETH NOT.

Dated this 21st day of December, 2010

David A. Piehler, Commission Chair

STATE OF WISCONSIN)
) ss.
COUNTY OF MARATHON)

Signed and sworn to before me on December 21, 2010 by
David A. Piehler

[Seal]

Notary Public, State of Wisconsin

My commission expires: 7/22/12

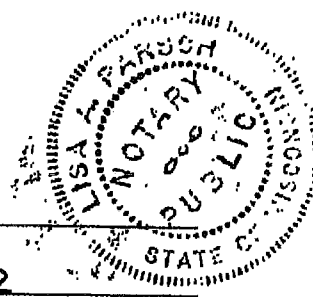


EXHIBIT A

That part of the Northwest quarter (NW ¼) of Section thirty (36) and of Government Lot five (5) in Section thirty-five (35), all in Township twenty-nine (29) North, Range seven (7) East, in the City of Wausau, Marathon County, Wisconsin, described as follows:

Commencing at the Southeast corner of Lot 1, Block 3, Original Plat of the City of Wausau; thence South 85° 05' 40" East, 66.00 feet; thence South 05° 03' 54" West, 56.10 feet to the point of beginning of this description; thence South 85° 05' 40" East, 175.39 feet thence North 82° 54' 20" East, 87.06 feet; thence South 85° 05' 40" East, 557.00 feet; thence South 40° 05' 40" East, 22.63 feet; thence South 85° 05' 40" East, 317.35 feet to a point lying on the Westerly right-of-way line of Fifth Street; thence along said Westerly right-of-way line of Fifth Street, South 04° 55' 49" West, 566.00 feet to a point which is 0.41 feet South of the Northerly right-of-way line of Forest Street; thence North 85° 05' 04" West, 413.10 feet to a point which is 1.61 feet South of the Northerly right-of-way line of Forest Street thence North 04° 54' 20" East, 1.61 feet to a point lying on the Northerly right-of-way line of Forest Street; thence along said Northerly right-of-way line of Forest Street, North 84° 57' 11" West, 563.69 feet; thence departing from said Northerly right-of-way line of Forest Street, North 85° 05' 40" West, 175.42 feet; thence North 05° 03' 54" East, 560.90 feet to the point of beginning of this description.

291.4-2907.253.0606 - Lots 1, 2, 3, 4 BK 6 #7660
.253.0263 - Lots 5, 6, 7+8 BK 6 #7660
.362.0250 - Lot 1, 2, 3, 4, 5, 6, 7, 8 BK 11 #7660
Lot 1, 2, 3, 6, 7+8 BK 20
Lot 2, 3, 4, 5, 6+7 #6815
.362.0240 - Lot 3, 4, 5, 6, 7+8 BK 10 #7660
Lot 1+2 #6815
.362.0260 - Lots 1 thru 8 BK 12
Lots 1 " 8 BK 19 #7660
Lots 1 thru 4 BK 11
Lots 1 " 4 BK 20
.362.0270 - Lots 1 thru 8 BK 24 #7660
Lots 5 thru 8 BK 23
.362.0280 - Lots 1 thru 5 BK 10 #7660
Lots 1 thru 8 BK 9
.362.0300 - Lots 1 thru 8 BK 23 #7660
Lots 3 thru 6 BK 20



* Type name below signatures.

That part of the Northwest quarter (NW ¼) of Section thirty (36) and of Government Lot five (5) in Section thirty-five (35), all in Township twenty-nine (29) North, Range seven (7) East, in the City of Wausau, Marathon County, Wisconsin, described as follows:

Commencing at the Southeast corner of Lot 1, Block 3, Original Plat of the City of Wausau; thence South 85° 05' 40" East, 86.00 feet; thence South 05° 03' 54" West, 56.10 feet to the point of beginning of this description; thence South 85° 05' 40" East, 175.39 feet; thence North 82° 54' 20" East, 87.06 feet; thence South 85° 05' 40" East, 557.00 feet; thence South 40° 05' 40" East, 22.63 feet; thence South 85° 05' 40" East, 317.35 feet to a point lying on the Westerly right-of-way line of Fifth Street; thence along said Westerly right-of-way line of Fifth Street, South 04° 55' 49" West, 566.00 feet to a point which is 0.41 feet South of the Northerly right-of-way line of Forest Street; thence North 85° 05' 04" West, 413.10 feet to a point which is 1.61 feet South of the Northerly right-of-way line of Forest Street; thence North 04° 54' 20" East, 1.61 feet to a point lying on the Northerly right-of-way line of Forest Street; thence along said Northerly right-of-way line of Forest Street, North 84° 57' 11" West, 563.89 feet; thence departing from said Northerly right-of-way line of Forest Street, North 85° 05' 40" West, 175.42 feet; thence North 05° 03' 54" East, 580.90 feet to the point of beginning of this description.



DOC# 1590139

291.4.2907.362.0240 ✓
BK 10 Lots 1, 2, 3, 5, 7 + 8 # 7660
Lots 1, 2 + 3 # 6815

291.4.2907.362.0250 ✓
BK 11 Lots 1 - 8 # 7660
BK 20 Lots 1, 2, 3, 6, 7 + 8
Lots 2 thru 6 # 6815

291.4.2907.362.0260 # 7660
BK 19 1 - 8
BK 12 1 - 8
BK 9 Lot 7 + 8
BK 11 Lots 1 - 4
BK 20 Lots 1 - 4

291.4.2907.362.0270 # 7660
BK 24 Lots 1 - 8
BK 23 Lots 5 - 8

291.4.2907.362.0280 # 7660
BK 9 Lots 1 - 8
BK 10 Lots 1 - 5

291.4.2907.362.0300 # 7660
BK 23 Lots 1 - 8
BK 20 Lots 3 - 6

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

ORDINANCE OF COMMON COUNCIL

Amending Section 1.12.010 City wards and Section 1.12.015 Aldermanic districts

Committee Action: Pending

Ordinance Number:

Fiscal Impact: None

File Number: 01-0725

Date Introduced: May 10, 2022

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

Add ()

Delete ()

Section 1. That Section 1.12.010 City wards is hereby amended to read as follows:

1.12.010 City wards.

The city shall be divided into ~~23~~ **25** wards, the boundaries of which shall be as hereinafter set forth:

....

WARD 10

2020 Federal Census Tract 55073000700; Blocks 1008, 1024—1025.

2020 Federal Census Tract 55073001401; Blocks 1025, 1051, 1054—1057, 1060—1062, 1069—1070, 2030—2031, ~~1023—02(split).~~

2020 Federal Census Tract 55073001402; Blocks 1025—1026, 1028—1031, 1038—1039, 2069, 3003, 3006—3011, 3013, 3016—3024, 3029—3030, 3033, 3036—3038, 3059—3061, 3071, 3075—3080.

WARD 11

2020 Federal Census Tract 55073001401; Blocks 1016, 1019, 1022, 1048—1049, 1063, 1065, 1067, 1072, 2001—2002, 2004, 2006, 2008—2009, 2011—2014, 2016—2018, 2021—2024, 2026—2027, 2029, 2032—2036, ~~2028—01(split).~~

2020 Federal Census Tract 55073001402; 2059—2063, 2065—2066, 2070.

....

WARD 24

2020 Federal Census Tract 55073001401; Blocks 1023__02(split).

WARD 25

2020 Federal Census Tract 55073001401; Blocks 2028__01(split).

Section 2. That Section 1.12.015 Aldermanic districts is hereby amended to read as follows:

1.12.015 Aldermanic districts.

....

Aldermanic District 9

Wards 10 ~~and 11~~, 24, and 25 as described in section 1.12.010.

....

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

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

Adopted:
Approved:
Published:
Attest:

Approved:

Katie Rosenberg, Mayor
Attest:

Kaitlyn A. Bernarde, Clerk



CITY CLERK – CUSTOMER SERVICES

TO: Common Council

FROM: Kaitlyn Bernarde, City Clerk

RE: Ordinance Amendment for City Wards and Aldermanic Districts

DATE: May 4, 2022

Purpose: To amend Section 1.12.010 City wards and Section 1.12.015 Aldermanic districts to adjust Wards 10 and 11 and establish Wards 24 and 25 following the legislative map that splits Wards 10 and 11 between WI Assembly District 85 and 86.

Background: On March 22, 2022, the City of Wausau Common Council approved an ordinance amending the City's Wards and Aldermanic Districts to follow Wis. Stat. § 5.15 (4) (a) and the legislative maps approved by the Wisconsin Supreme Court. On March 23, 2022, the United States Supreme Court reversed the Wisconsin Supreme Court decision and the legislative maps, therefore the Common Council again passed an ordinance amendment reversing the affected wards on April 12, 2022.

On April 15, 2022, the Wisconsin Supreme Court, in *Johnson v. Wisconsin Elections Commission*, adopted new state legislative maps. In these maps, City of Wausau Wards 10 and 11 are each split between Assembly Districts 85 and 86. Wis. Stat. § 5.15 (4) (a) provides that if a redistricting plan establishes a district boundary that does not coincide with a ward established under a municipality's ordinance or resolution, the municipal governing body must amend the ordinance or resolution. That same statute provides that the municipal governing body must amend the ordinance or resolution no later than April 10 of the second year following the year of the census. Since April 10, 2022, has passed, the Wisconsin Elections Commissions requests that the City of Wausau and other affected municipalities, establish the wards by May 25, 2022.

After seeking guidance from the City Attorney's Office and the Marathon County CPZ Department, this ordinance amendment was created reflecting the adjusted Census Tracts and Blocks for Wards 10 and 11 and proposed Wards 24 and 25. Wards 24 and 25 would be part of Aldermanic District 9, as Wards 10 and 11 currently are.

Recommendation: Approval, amending the municipal ordinance adjusting Ward 10 and Ward 11, and establishing Ward 24 and 25.

Sincerely,



Kaitlyn A. Bernarde

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

RESOLUTION OF THE FINANCE COMMITTEE

Approving Waiver of Appraisal, Settlement Amount, Temporary and Permanent Limited Easement and Payment Request for 7575 Bombardier Court

Committee Action: Pending

Fiscal Impact: \$250.00 – TID 11

File Number: 21-0413

Date Introduced: May 10, 2022

FISCAL IMPACT SUMMARY

COSTS	Budget Neutral	Yes ☐	No ☒	
	Included in Budget:	Yes ☐	No ☐	Budget Source
	One-time Costs:	Yes ☒	No ☐	Amount: \$250.00
	Recurring Costs:	Yes ☐	No ☐	Amount:
SOURCE	Fee Financed:	Yes ☐	No ☐	Amount:
	Grant Financed:	Yes ☐	No ☐	Amount:
	Debt Financed:	Yes ☐	No ☐	Amount Annual Retirement
	TID Financed:	Yes ☐	No ☐	Amount:
	TID Source: Increment Revenue ☐ Debt ☐ Funds on Hand ☒ Interfund Loan ☐			

RESOLUTION

WHEREAS, in 2018, the City of Wausau was awarded Federal Transportation Alternatives Program (TAP) funds for the construction of a multi-use path along 72nd Avenue from Packer Drive to Innovation Way; and

WHEREAS, the proposed segment of trail would be an alternative to Highland Drive in connecting the eastern and western sections of the business campus; and

WHEREAS, in order for the construction of the trail to take place, certain properties will need to be acquired and/or a temporary limited easement needed; and

WHEREAS, in order to acquire the necessary property for the approved trail design, the City hired MSA Professional Services to administer the real estate acquisitions needed for the project; and

WHEREAS, your Finance Committee, at their May 10, 2022 meeting, recommended approving the acquisition of .008 acres for a temporary limited easement at a cost of \$250.00; and

WHEREAS, the property owner has accepted the offer of \$250.00 for a .008 acre Temporary Limited Easement at 7575 Bombardier Court.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Wausau that the proper City officials are hereby authorized and directed to acquire the .008 acre Temporary Limited Easement at 7575 Bombardier Court and execute the Waiver of Appraisal Recommendation and Approval of Settlement Amount, and Payment Request and all documents necessary to complete the acquisition.

Approved:

Katie Rosenberg, Mayor



TO: Finance Committee

FROM: TJ Niksich, P.E.
Project Engineer

DATE: May 5, 2022

SUBJECT: 7575 Bombardier Court, 7255 Stewart Avenue, 400 S. 72nd Avenue and 400 N. 72nd Avenue – 72nd Avenue Trail Project

The above listed properties were appraised and proposed costs to acquire either the Temporary Limited Easement (TLE) or the Permanent Limited Easement (PLE) were brought before the Finance Committee on 02/08/2022 in closed session. The attached Nominal Parcel Appraisal Worksheets as provided by Peter Miesbauer of MSA – Professional Services were presented and the Finance Committee approved offers at the appraised prices, with the ability to negotiate an additional payment of up to \$500 per tree requiring removal. Below is a brief summary of each parcel TLE/PLE acquisition.

Parcel 1 – 7575 Bombardier Court: TLE required for grading and owner accepted original offer.

Parcel 2 – 7255 Stewart Avenue: TLE required for grading and owner accepted original offer.

Parcel 6 – 400 S. 72nd Avenue: TLE required for grading and PLE required for stormwater conveyance. Original offer of \$950 for TLE/PLE land acquisition and \$1,000 per tree (7 trees) for a total offer of \$7,950 was rejected. MSA and the owner entered negotiations and agreed to \$950 for TLE/PLE land acquisition and \$1,257.14 per tree (7 trees) for a total cost of \$9,750

Parcel 7 – 400 N. 72nd Avenue: TLE required for grading and PLE required for stormwater conveyance and owner accepted original offer.

If approved by finance, offers will be presented to council for final approval and purchase.

Payment Request

PARCEL: Parcel 1 – 7575 Bombardier Court, LLC
DATE: March 3, 2022
AGENCY: City of Wausau
ATTN: Thomas (TJ) Niksich, City of Wausau Project Engineer

FROM: **MSA Professional Services, Jessie Prien**

R/W PROJECT ID: 6999-18-09 (Business Campus Bicycle and Pedestrian Trail)

HIGHWAY: South 72nd Avenue (Packer Drive – International Drive)
COUNTY: Marathon

ACRES & INTEREST 0.008 Acre Temporary Limited Easement

PAYABLE TO: **7575 Bombardier Court, LLC**
7575 Bombardier Court, Wausau, WI 54401

SOCIAL SECURITY #
or TAXPAYER ID # See Form W-9
CHECK AMOUNT: \$250.00

COMMENTS: Please see attached the following signed documents: Nominal Payment Parcel – Waiver of Appraisal Recommendation and Approval, Statement to Construction Engineer, Form W-9, and a copy of the Temporary Limited Easement. Please review and sign the Nominal Payment Parcel – Waiver of Appraisal Recommendation and Approval, Statement to Construction Engineer, and this form (Payment Request) near the bottom of each document as an approval by the City of Wausau.

Once approved, please return to me a copy of the signed Nominal Payment Parcel - Waiver of Appraisal Recommendation and Approval, Statement to Construction Engineer and Payment Request, along with the requested check (made payable as stated above) and I will forward it on to the landowner. **Mail the signed documents and check to me at: 1835 North Stevens Street, Rhinelander, WI 54501.**

Submitted by:
MSA Professional Services, Inc.

x 
Jessie Prien
Real Estate Project Manager

Dated: 3-15-22
1835 North Stevens Street
Rhinelander, WI 54501

Authorized by:
City of Wausau

x _____
Katie Rosenberg, City of Wausau
Mayor

Dated: _____
407 Grant Street
Wausau, WI 54403

TEMPORARY LIMITED EASEMENT

Exempt from fee: s. 77.25(2r) Wis. Stats.
Exempt from filing transfer form [s. 77.21(1), 77.22(1) Wis. Stats.]
RE1577 03/2019

THIS EASEMENT, made by 7575 Bombardier Court, LLC, a Wisconsin limited liability company, GRANTOR, conveys a temporary limited easement as described below to the City of Wausau, GRANTEE, for the sum of Two Hundred Fifty and 00/100 Dollars (\$250.00) for the purpose of the right to construct cut and/or fill slopes, including for such purpose the right to operate the necessary equipment thereon and the right of ingress and egress as long as required for such public purpose, including the right to preserve, protect, remove, or plant thereon any vegetation that the highway authorities may deem necessary or desirable.

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

LEGAL DESCRIPTION IS ATTACHED AND MADE A PART OF THIS DOCUMENT BY REFERENCE.

This space is reserved for recording data

Return to
MSA Professional Services, Inc.
Attn: Jessie Prien
1835 North Stevens Street
Rhineland, WI 54501

Parcel Identification Number/Tax Key Number
291-2906-364-0999

In executing this document, the undersigned affirms that he/she is a (member)(manager) of 7575 Bombardier Court LLC, and is duly authorized by the company to execute this document

Charles A. Ghidorzi

Print Name

[Signature]

Signature

Charles A Ghidorzi

Date

3/10/22

Date

3-10-22

State of Wisconsin

)

Marathon

County)

ss.

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

The signer was: ☒ Physically in my presence. OR ☐ In my presence involving the use of communication technology.

Taylor J. Schneider

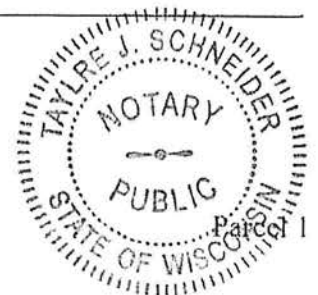
Signature, Notary Public, State of Wisconsin

Taylor J. Schneider

Print or Type Name, Notary Public, State of Wisconsin

10-31-23

Date Commission Expires



LEGAL DESCRIPTION

A **Temporary Limited Easement** for the right to construct cut and/or fill slopes, including for such purpose the right to operate the necessary equipment thereon and the right of ingress and egress as long as required for such public purpose, including the right to preserve, protect, remove, or plant thereon any vegetation that the highway authorities may deem necessary or desirable, in and to the following tract of land, in the City of Wausau, Marathon County, State of Wisconsin, described as:

That part of Parcel 2, of Certified Survey Map No. 4419, located within the Northeast 1/4 of the Southeast 1/4, of Section 36, Township 29 North, Range 6 East, described as follows:

Commencing at the southwest corner of said Parcel 2; thence North 84°24'48" East, along the north line of Packer Drive, 489.85 feet to the west line of N. 72nd Avenue; thence North 41°53'09" East, along said west line, 140.74 feet to the Point of Beginning; thence North 00°54'33" East, parallel with said west line, 72.65 feet; thence South 89°05'27" East, at a right angle, 5.00 feet to said west line of S. 72nd Avenue; thence South 00°54'33" West, along said west line, 66.90 feet; thence South 41°53'09" West, along said west line, 7.62 feet to the Point of Beginning.

The above described parcel contains **0.008** acres of land, more or less.

All TLEs expire at the completion of the construction project for which this instrument is given.

STATEMENT TO CONSTRUCTION ENGINEER

RE1528 10/2018 s. 84.09 Wis. Stats.

Copies to: project engineer and owner

Owner Name(s) 7575 Bombardier Court, LLC	Property Address 7575 Bombardier Court 7216 Packer Drive Wausau, WI 54401 Mailing Address C/o Charles A. Ghidorzi 2100 Stewart Avenue Suite 300 Wausau, WI 54401-1714	Area code - phone Home: Cell: Work:
Tenant, if any	Property Address Mailing Address	Area code - phone Home: Cell: Work:

- All commitments agreed upon between negotiator and property owner are listed below.
- All commitments are subject to approval of City of Wausau.
- Basic concepts of construction project have been explained to owner.
- No other commitments, either verbal or implied, are valid.

Commitments made (fences, driveways, trees, drainage or other items):

Other matters of interest and owner concerns:

7575 Bombardier Court, LLC

Property Owner Signature

2/28/22

Date

Negotiator Signature

Jessie Prien

3/3/22

Date

Property Owner Signature

2/28/22

Date

Jessie Prien

Print Negotiator Name

Commitments Approved:

Approving Authority Signature and Title

Date

Print Approving Authority Name



Q J 9 3 2 9 2 8

Project ID
6999-18-09

County
Marathon

Parcel No.
1

**NOMINAL PAYMENT PARCEL - WAIVER OF APPRAISAL
RECOMMENDATION AND APPROVAL**

RE1897 10/2018 Ch. 32 Wis. Stats.

Owner name(s) 7575 Bombardier Court, LLC	Area and interest required 0.008 acres of Temporary Limited Easement (TLE)
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Allocation

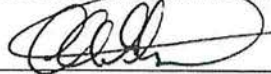
Allocation	Description	Size	Unit	Per Unit	Value (\$)
Temporary Limited Easement (TLE)	0.008 Acre TLE	0.008	Acres	\$3,500.00	\$28.00
Other	Round Up to City's Minimum Offer				\$222.00

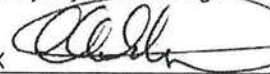
Total Allocation \$250.00
Rounded To \$250.00

The undersigned owner(s), having been fully informed of the right to have the property appraised, and to receive just compensation based upon an appraisal, have decided to waive the right to an appraisal and agree to accept settlement in the above-stated amount as full payment for the parcel stated, subject to approval by City of Wausau.

The undersigned owner(s) further state that the decision to waive the right of an appraisal was made without undue influences or coercive action of any nature.

It is intended that the instrument of conveyance will be executed upon presentation by City of Wausau agents or representatives.

X  2/28/22
Owner Signature Date
7575 Bombardier Court, LLC

X  2/28/22
Owner Signature Date

Approved for City of Wausau

For Office Use Only

Agency Approval

Date

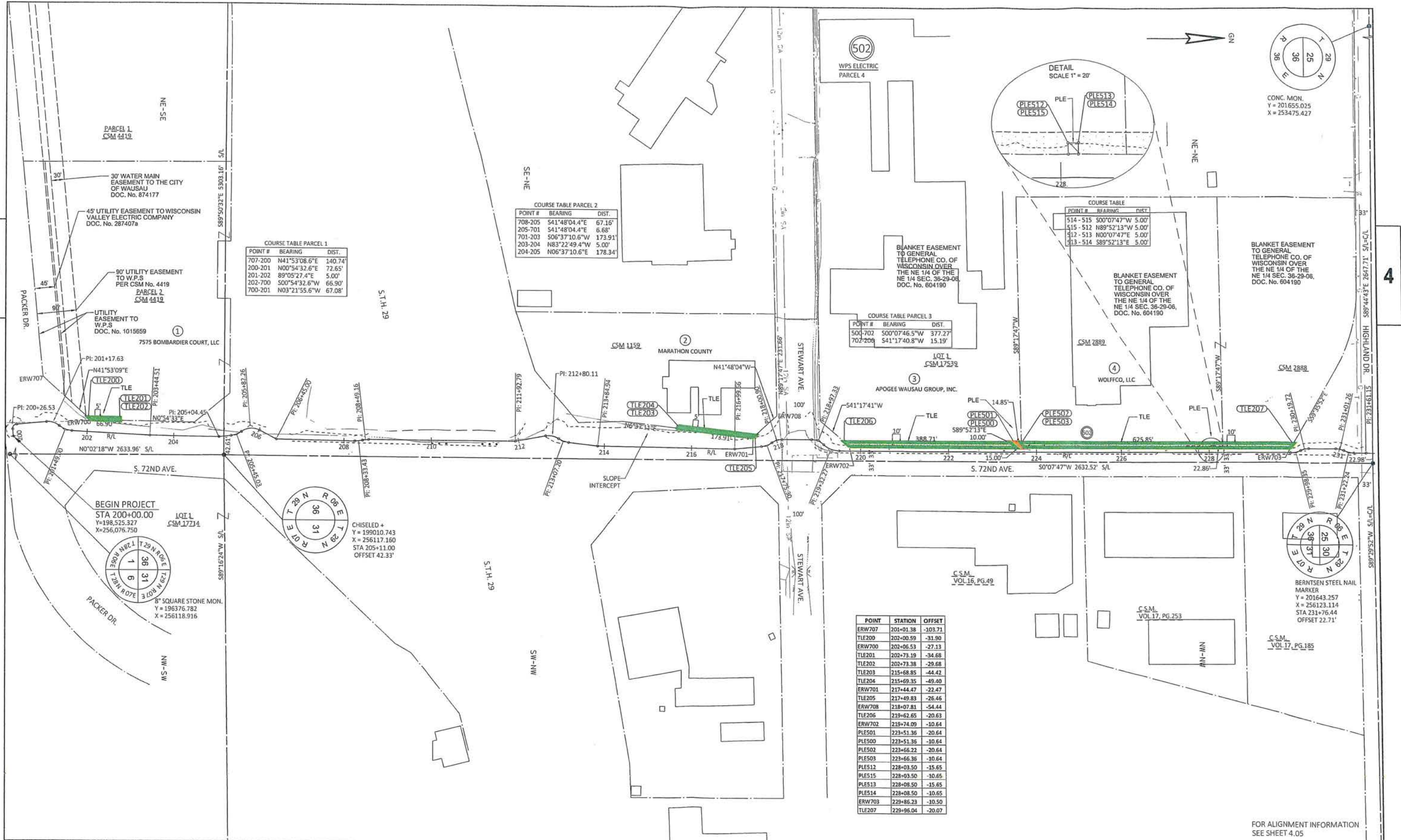


Q J 9 3 2 9 5 8

This instrument was drafted by
City of Wausau

Project ID
6999-18-09

Parcel No
1



COURSE TABLE PARCEL 2

POINT #	BEARING	DIST.
708-205	S41°48'04.4"E	67.16'
205-701	S41°48'04.4"E	6.68'
701-203	S06°37'10.6"W	173.91'
203-204	N83°22'49.4"W	5.00'
204-205	N06°37'10.6"E	178.34'

COURSE TABLE PARCEL 1

POINT #	BEARING	DIST.
707-200	N41°53'08.6"E	140.74'
200-201	N00°54'32.6"E	72.65'
201-202	89°05'27.4"E	5.00'
202-700	S00°54'32.6"W	66.90'
700-201	N03°21'55.6"W	67.08'

COURSE TABLE PARCEL 3

POINT #	BEARING	DIST.
504-702	S00°07'46.5"W	377.27'
702-206	S41°17'40.8"W	15.19'

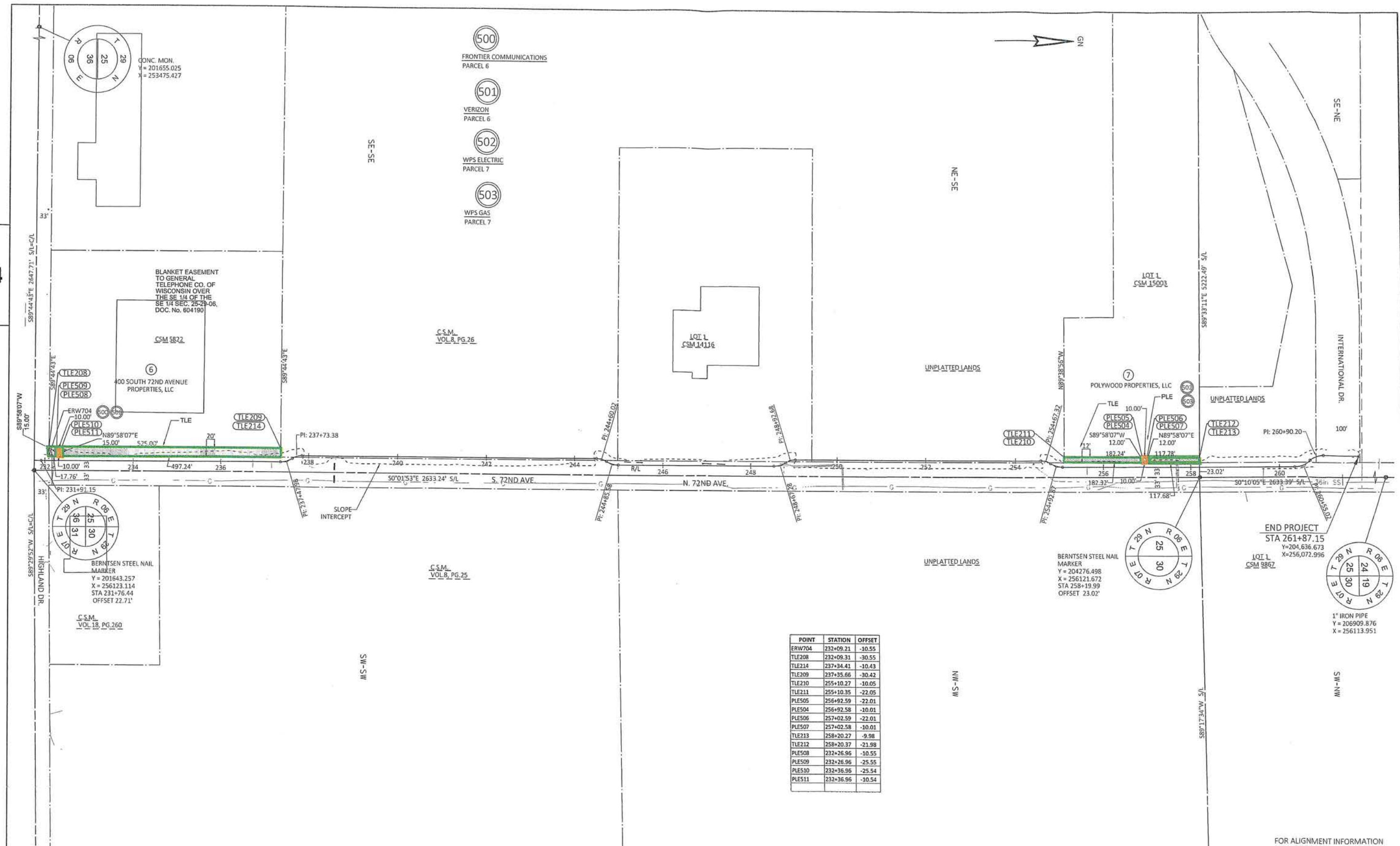
COURSE TABLE

POINT #	BEARING	DIST.
514-515	S00°07'47"W	5.00'
515-512	N89°52'13"W	5.00'
512-513	N00°07'47"E	5.00'
513-514	S89°52'13"E	5.00'

POINT	STATION	OFFSET
ERW707	201+01.38	-103.71
TLE200	202+00.59	-31.90
ERW700	202+06.53	-27.13
TLE201	202+73.19	-34.68
TLE202	202+73.38	-29.68
TLE203	215+68.85	-44.42
TLE204	215+69.35	-49.40
ERW701	217+44.47	-22.47
TLE205	217+49.83	-26.46
ERW708	218+07.81	-54.44
TLE206	219+62.65	-20.63
ERW702	219+74.09	-10.64
PLE501	223+51.36	-20.64
PLE500	223+51.36	-10.64
PLE502	223+66.22	-20.64
PLE503	223+66.36	-10.64
PLE512	228+03.50	-15.65
PLE515	228+03.50	-10.65
PLE513	228+08.50	-15.65
PLE514	228+08.50	-10.65
ERW703	229+86.23	-10.50
TLE207	229+96.04	-20.07

4

4



POINT	STATION	OFFSET
ERW704	232+09.21	-10.55
TLE208	232+09.31	-30.55
TLE214	237+34.41	-10.43
TLE209	237+35.66	-30.42
TLE210	255+10.27	-10.05
TLE211	255+10.35	-22.05
PLE505	256+92.59	-22.01
PLE504	256+92.58	-10.01
PLE506	257+02.39	-22.01
PLE507	257+02.58	-10.01
TLE213	258+20.27	-9.98
TLE212	258+20.37	-21.98
PLE508	232+26.96	-10.55
PLE509	232+26.96	-25.55
PLE510	232+36.96	-25.54
PLE511	232+36.96	-10.54

REVISION DATE	DATE 12/17/2021	SCALE, FEET	HWY: S. 72ND AVE.	STATE R/W PROJECT NUMBER 6999-18-09	PLAT SHEET 4. 04
	GRID FACTOR	0 100 200	COUNTY: MARATHON	CONSTRUCTION PROJECT NUMBER 6999-18-79	PS&E SHEET
FILE NAME: 190443_RW_PLAT.DWG		PLOT DATE: 12/20/2021 3:33 PM	PLOT BY: RAISA KHAYTINA	PLOT NAME:	PLOT SCALE: 1 IN=100 FT
LAYOUT NAME - 4.04					WISDOT/CADD SHEET 75

FOR ALIGNMENT INFORMATION
SEE SHEET 4.05

E

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

RESOLUTION OF THE FINANCE COMMITTEE

Approving Waiver of Appraisal, Settlement Amount, Temporary Limited Easement and Payment Request for 7255 Stewart Avenue

Committee Action: Pending

Fiscal Impact: \$250.00– TID 11

File Number: 21-0413

Date Introduced: May 10, 2022

FISCAL IMPACT SUMMARY

COSTS	Budget Neutral	Yes ☐ No ☒	
	Included in Budget:	Yes ☐ No ☐	Budget Source
	One-time Costs:	Yes ☒ No ☐	Amount: \$250.00
	Recurring Costs:	Yes ☐ No ☐	Amount:
SOURCE	Fee Financed:	Yes ☐ No ☐	Amount:
	Grant Financed:	Yes ☐ No ☐	Amount:
	Debt Financed:	Yes ☐ No ☐	Amount Annual Retirement
	TID Financed:	Yes ☐ No ☐	Amount:
	TID Source: Increment Revenue ☐ Debt ☐ Funds on Hand ☒ Interfund Loan ☐		

RESOLUTION

WHEREAS, in 2018, the City of Wausau was awarded Federal Transportation Alternatives Program (TAP) funds for the construction of a multi-use path along 72nd Avenue from Packer Drive to Innovation Way; and

WHEREAS, the proposed segment of trail would be an alternative to Highland Drive in connecting the eastern and western sections of the business campus; and

WHEREAS, in order for the construction of the trail to take place, certain properties will need to be acquired and/or a temporary limited easement needed; and

WHEREAS, in order to acquire the necessary property for the approved trail design, the City hired MSA Professional Services to administer the real estate acquisitions needed for the project; and

WHEREAS, your Finance Committee, at their May 10, 2022 meeting, recommended approving the acquisition of .020 acres for a temporary limited easement at a cost of \$250.00; and

WHEREAS, the property owner has accepted the offer of \$250.00 for a .020 acre Temporary Limited Easement at 7255 Stewart Avenue.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Wausau that the proper City officials are hereby authorized and directed to acquire the .020 acre Temporary Limited Easement at 7255 Stewart Avenue and execute the Waiver of Appraisal Recommendation and Approval of Settlement Amount, and Payment Request and all documents necessary to complete the acquisition.

Approved:

Katie Rosenberg, Mayor

Payment Request

PARCEL: Parcel 2 – Marathon County
DATE: April 28, 2022
AGENCY: City of Wausau
ATTN: Thomas (TJ) Niksich, City of Wausau Project Engineer

FROM: **MSA Professional Services, Jessie Prien**

R/W PROJECT ID: 6999-18-09 (Business Campus Bicycle and Pedestrian Trail)

HIGHWAY: South 72nd Avenue (Packer Drive – International Drive)
COUNTY: Marathon

ACRES & INTEREST 0.020 Acre Temporary Limited Easement

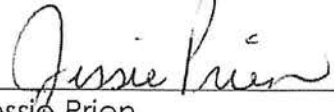
PAYABLE TO: **Marathon County**
Chad Billeb, Chief Deputy, C/o Marathon County Sheriff's Office,
500 Forest Street, Wausau, WI 54401

SOCIAL SECURITY #
or TAXPAYER ID # Exempt
CHECK AMOUNT: **\$250.00**

COMMENTS: Please see attached the following signed documents: Nominal Payment Parcel – Waiver of Appraisal Recommendation and Approval, Statement to Construction Engineer, and a copy of the Temporary Limited Easement. Please review and sign the Nominal Payment Parcel – Waiver of Appraisal Recommendation and Approval, Statement to Construction Engineer, and this form (Payment Request) near the bottom of each document as an approval by the City of Wausau.

Once approved, please return to me a copy of the signed Nominal Payment Parcel - Waiver of Appraisal Recommendation and Approval, Statement to Construction Engineer and Payment Request, along with the requested check (made payable as stated above) and I will forward it on to the landowner. **Mail the signed documents and check to me at: 1835 North Stevens Street, Rhinelander, WI 54501.**

Submitted by:
MSA Professional Services, Inc.

x 
Jessie Prien
Real Estate Project Manager

Dated: 4-28-2022
1835 North Stevens Street
Rhinelander, WI 54501

Authorized by:
City of Wausau

x _____
Katie Rosenberg, City of Wausau
Mayor

Dated: _____
407 Grant Street
Wausau, WI 54403

TEMPORARY LIMITED EASEMENT

Exempt from fee: s. 77.25(2r) Wis. Stats.
Exempt from filing transfer form [s. 77.21(1), 77.22(1) Wis. Stats.]
RE1577 03/2019

THIS EASEMENT, made by **Marathon County, a Wisconsin municipal corporation**, GRANTOR, conveys a temporary limited easement as described below to the **City of Wausau**, GRANTEE, for the sum of **Two Hundred Fifty and 00/100 Dollars (\$250.00)** for the purpose of **the right to construct cut and/or fill slopes, including for such purpose the right to operate the necessary equipment thereon and the right of ingress and egress as long as required for such public purpose, including the right to preserve, protect, remove, or plant thereon any vegetation that the highway authorities may deem necessary or desirable.**

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

LEGAL DESCRIPTION IS ATTACHED AND MADE A PART OF THIS DOCUMENT BY REFERENCE.

This space is reserved for recording data

Return to

MSA Professional Services, INC
Attn: Jessie Prien
1835 North Stevens Street
Rhineland, WI 54501

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

Marathon County

[Signature] 4/25/2022
Signature Date

Lance Leonhard 4/25/2022
Print Name Date

Signature Date

Print Name

MICHAEL J. PUERNER
Notary Public
State of Wisconsin

4/25/2022
Date

State of Wisconsin)
Marathon) ss.
County)

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

The signer was: ☒ Physically in my presence. OR ☐ In my presence involving the use of communication technology.

[Signature]
Signature, Notary Public, State of Wisconsin

Michael Puerner
Print or Type Name, Notary Public, State of Wisconsin

permanent
Date Commission Expires



Project ID
6999-18-09

This instrument was drafted by
City of Wausau

Parcel No.
2

LEGAL DESCRIPTION

A **Temporary Limited Easement** for the right to construct cut and/or fill slopes, including for such purpose the right to operate the necessary equipment thereon and the right of ingress and egress as long as required for such public purpose, including the right to preserve, protect, remove, or plant thereon any vegetation that the highway authorities may deem necessary or desirable, in and to the following tract of land, in the City of Wausau, Marathon County, State of Wisconsin, described as:

That part of Certified Survey Map No. 1159, located within the Southeast 1/4 of the Northeast 1/4, of Section 36, Township 29 North, Range 6 East, described as follows:

Commencing at the northwest corner of said Certified Survey Map No. 1159; thence North 89°17'47" East, along the south line of Stewart Avenue, 231.66 feet to the west line of N. 72nd Avenue; thence South 41°48'04" East, along said west line, 67.16 feet to the Point of Beginning; thence continuing South 41°48'04" East, along said west line, 6.68 feet; thence South 06°37'11" West, along said west line, 173.91 feet; thence North 83°22'49" West, at a right angle, 5.00 feet; thence North 06°37'11" East, parallel with said west line, 178.35 feet to the Point of Beginning.

The above described parcel contains **0.020** acres of land, more or less.

The TLE expires upon the earlier of (i) the date of the completion of the construction project for which this instrument is given or (ii) December 31, 2023.

**NOMINAL PAYMENT PARCEL - WAIVER OF APPRAISAL
RECOMMENDATION AND APPROVAL**

RE1897 10/2018 Ch. 32 Wis. Stats.

Owner name(s)
Marathon County

Area and interest required
0.020 acres of Temporary Limited Easement (TLE)

Allocation

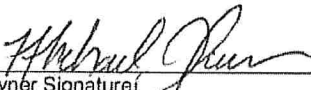
Allocation	Description	Size	Unit	Per Unit	Value (\$)
Temporary Limited Easement (TLE)	0.020 Acre TLE	0.020	Acres	\$3,500.00	\$70.00
Other	Round Up to City's Minimum Offer				\$180.00

Total Allocation \$250.00
Rounded To \$250.00

The undersigned owner(s), having been fully informed of the right to have the property appraised, and to receive just compensation based upon an appraisal, have decided to waive the right to an appraisal and agree to accept settlement in the above-stated amount as full payment for the parcel stated, subject to approval by City of Wausau.

The undersigned owner(s) further state that the decision to waive the right of an appraisal was made without undue influences or coercive action of any nature.

It is intended that the instrument of conveyance will be executed upon presentation by City of Wausau agents or representatives.

x  4/25/2022
Owner Signature Date
Marathon County

x _____
Owner Signature Date

Approved for City of Wausau

For Office Use Only

Agency Approval

Date



Q J 9 3 2 9 6 1

This instrument was drafted by
City of Wausau

Project ID
6999-18-09

Parcel No
2

STATEMENT TO CONSTRUCTION ENGINEER

RE1528 10/2018 s. 84.09 Wis. Stats.

Copies to: project engineer and owner

Owner Name(s) Marathon County	Property Address 7255 Stewart Avenue Wausau, WI 54401	Area code - phone Home:
	Mailing Address C/o Chad Billeb, Chief Deputy Marathon County Sheriff's Office 500 Forest Street Wausau, WI 54403	Cell: (715) 297-7958 Work: (715) 261-1066
Tenant, if any	Property Address	Area code - phone Home:
	Mailing Address	Cell: Work:

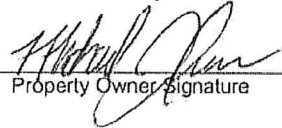
- All commitments agreed upon between negotiator and property owner are listed below.
- All commitments are subject to approval of City of Wausau.
- Basic concepts of construction project have been explained to owner.
- No other commitments, either verbal or implied, are valid.

Commitments made (fences, driveways, trees, drainage or other items):

NONE

Other matters of interest and owner concerns:

Marathon County


Property Owner Signature

4/25/2022
Date


Negotiator Signature

4-28-22
Date

Property Owner Signature

Date

Jessie Prien

Print Negotiator Name

Commitments Approved:

Approving Authority Signature and Title

Date

Print Approving Authority Name



Q J 9 3 2 9 2 9

Project ID
6999-18-09

County
Marathon

Parcel No.
2

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

RESOLUTION OF THE FINANCE COMMITTEE

Approving Waiver of Appraisal, Settlement Amount, Temporary and Permanent Limited Easement and Payment Request for 400 S. 72nd Avenue

Committee Action: Pending

Fiscal Impact: \$9,750.00 – TID 11

File Number: 21-0413

Date Introduced: May 10, 2022

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: \$9,750.00</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, in 2018, the City of Wausau was awarded Federal Transportation Alternatives Program (TAP) funds for the construction of a multi-use path along 72nd Avenue from Packer Drive to Innovation Way; and

WHEREAS, the proposed segment of trail would be an alternative to Highland Drive in connecting the eastern and western sections of the business campus; and

WHEREAS, in order for the construction of the trail to take place, certain properties will need to be acquired and/or a temporary limited easement needed; and

WHEREAS, in order to acquire the necessary property for the approved trail design, the City hired MSA Professional Services to administer the real estate acquisitions needed for the project; and

WHEREAS, your Finance Committee, at their May 10, 2022 meeting, recommended approving the acquisition of .003 acres for a Permanent Limited Easement and .238 acres for a Temporary Limited Easement at a cost of \$9,750.00; and

WHEREAS, the property owner has accepted the offer of \$9,750.00 for a .003 acre Permanent Limited Easement and a .238 acre Temporary Limited Easement at 400 S. 72nd Avenue.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Wausau that the proper City officials are hereby authorized and directed to acquire the .003 acre Permanent Limited Easement and .238 acre Temporary Limited Easement at 400 S. 72nd Avenue and execute the Waiver of Appraisal Recommendation and Approval of Settlement Amount, and Payment Request and all documents necessary to complete the acquisition.

Approved:

Katie Rosenberg, Mayor

Payment Request

PARCEL: Parcel 6 – 400 South 72nd Avenue Properties, LLC
DATE: May 4, 2022
AGENCY: City of Wausau
ATTN: Thomas (TJ) Niksich, City of Wausau Project Engineer

FROM: **MSA Professional Services, Jessie Prien**

R/W PROJECT ID: 6999-18-09 (Business Campus Bicycle and Pedestrian Trail)

HIGHWAY: South 72nd Avenue (Packer Drive – International Drive)
COUNTY: Marathon

ACRES & INTEREST 0.003 Acre Permanent Limited Easement
0.238 Acre Temporary Limited Easement
Trees

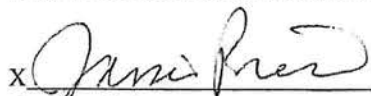
PAYABLE TO: **400 South 72nd Avenue Properties, LLC**
C/o Beth E. Hartinger, 725 Imm Street, Wausau, WI 54401

SOCIAL SECURITY #
or TAXPAYER ID # See Form W-9
CHECK AMOUNT: \$9,750.00

COMMENTS: Please see attached the following signed documents: Nominal Payment Parcel – Waiver of Appraisal Recommendation and Approval, Statement to Construction Engineer, Form W-9, and a copy of the Permanent Limited Easement. Please review and sign the Nominal Payment Parcel – Waiver of Appraisal Recommendation and Approval, Statement to Construction Engineer, and this form (Payment Request) near the bottom of each document as an approval by the City of Wausau.

Once approved, please return to me a copy of the signed Nominal Payment Parcel - Waiver of Appraisal Recommendation and Approval, Statement to Construction Engineer and Payment Request, along with the requested check (made payable as stated above) and I will forward it on to the landowner. **Mail the signed documents and check to me at: 1835 North Stevens Street, Rhinelander, WI 54501.**

Submitted by:
MSA Professional Services, Inc.

x 

Jessie Prien
Real Estate Project Manager

Dated: 5-4-22
1835 North Stevens Street
Rhinelander, WI 54501

Authorized by:
City of Wausau

x _____
Katie Rosenberg, City of Wausau
Mayor

Dated: _____
407 Grant Street
Wausau, WI 54403

PERMANENT LIMITED EASEMENT

Exempt from fee: s.77.25(2r) Wis. Stats.
Exempt from filing transfer form [s. 77.21(1), 77.22(1) Wis. Stats.]
RE1552 10/2018 Ch. 84 Wis. Stats.

THIS EASEMENT, made by **400 South 72nd Avenue Properties, LLC**, a Wisconsin limited liability company, GRANTOR, conveys a permanent limited easement as described below to the **City of Wausau**, GRANTEE, for the sum of **Nine Thousand Seven Hundred Fifty and 00/100 Dollars (\$9,750.00)** for the purpose of the right to construct, reconstruct, maintain, and access **Storm Sewer Facilities**.

Other persons having an interest of record in the property: **People State Bank, CoVantage Credit Union**

LEGAL DESCRIPTION IS ATTACHED AND MADE A PART OF THIS DOCUMENT BY REFERENCE.

In executing this document, the undersigned affirms that he/she is a (member)(manager) of 400 South 72nd Avenue Properties, LLC, and is duly authorized by the company to execute this document.

Signature

Date

Print Name

Signature

Date

Print Name

Signature

Date

Print Name

This space is reserved for recording data

Return to

MSA Professional Services, Inc.

Attn: Jessie Prien

1835 North Stevens Street

Rhineland, WI 54501

Parcel Identification Number/Tax Key Number
291-2906-254-0997

State of Wisconsin

Marathon County) ss.

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

The signer was: ☒ Physically in my presence. OR ☐ In my presence involving the use of communication technology.

Lea J Ballmer
Signature, Notary Public, State of Wisconsin

Lea J Ballmer
Print Name, Notary Public, State of Wisconsin

01/07/2024
Date Commission Expires



Q 3 9 3 2 9 7 8

Project ID
6999-18-09

This instrument was drafted by
City of Wausau

Parcel No.
6

LEGAL DESCRIPTION

A Permanent Limited Easement for the right to construct, reconstruct, maintain and access Storm Sewer Facilities, including for such purpose the right to operate the necessary equipment thereon and the right of ingress and egress as long as required for such public purpose, including the right to preserve, protect, remove or plant thereon any vegetation that the highway authorities may deem necessary or desirable, but without prejudice to the owner's right to make or construct improvements on said lands or to flatten the slopes, providing said activities will not impair or otherwise adversely affect the highway facilities within the right of way, in and to the following tract of land in the City of Wausau, Marathon County, State of Wisconsin, described as:

That part of Certified Survey Map No. 5822, located within the Southeast 1/4 of the Southeast 1/4, of Section 25, Township 29 North, Range 6 East, described as follows:

Commencing at the southeast corner of said Certified Survey Map No. 5822, at the intersection of the north line of Highland Drive and the west line of S. 72nd Avenue; thence North 00°01'53" West, along said west line, 17.76 feet to the Point of Beginning; thence South 89°58'07" West, at a right angle, 15.00 feet; thence North 00°01'53" West, parallel with said west line, 10.00 feet; thence North 89°58'07" East, at a right angle, 15.00 feet to said west line; thence South 00°01'53" East, 10.00 feet to the Point of Beginning.

The above described parcel contains **0.003** acres of land, more or less.

A Temporary Limited Easement for the right to construct cut and/or fill slopes, including for such purpose the right to operate the necessary equipment thereon and the right of ingress and egress as long as required for such public purpose, including the right to preserve, protect, remove, or plant thereon any vegetation that the highway authorities may deem necessary or desirable, in and to the following tract of land, in the City of Wausau, Marathon County, State of Wisconsin, described as:

That part of Certified Survey Map No. 5822, located within the Southeast 1/4 of the Southeast 1/4, of Section 25, Township 29 North, Range 6 East, described as follows:

Beginning at the southeast corner of said Certified Survey Map No. 5822, at the intersection of the north line of Highland Drive and the west line of S. 72nd Avenue; thence North 89°44'43" West, along said north line of Highland Drive, 20.00 feet; thence North 00°01'53" West, parallel with said west line of S. 72nd Avenue, 525.00 feet to the north line of said Certified Survey Map No. 5822; thence South 89°44'43" East, along said north line, 20.00 feet to said west line of S. 72nd Avenue; thence South 00°01'53" East, along said west line, 497.24 feet; thence South 89°58'07" West, at a right angle, 15.00 feet; thence South 00°01'53" East, parallel with said west line, 10.00 feet; thence North 89°58'07" East, at a right angle, 15.00 feet to said west line; thence South 00°01'53" East, along said west line, 17.76 feet to the Point of Beginning.

The above described parcel contains **0.238** acres of land, more or less.

All TLEs expire at the completion of the construction project for which this Instrument is given.

NOMINAL PAYMENT PARCEL - WAIVER OF APPRAISAL RECOMMENDATION AND APPROVAL

RE1897 10/2018 Ch. 32 Wis. Stats.

Owner name(s) 400 South 72nd Avenue Properties, LLC	Area and interest required 0.003 acres of Permanent Limited Easement (PLE), 0.238 acres of Temporary Limited Easement (TLE)
--	---

Allocation

Allocation	Description	Size	Unit	Per Unit	Value (\$)
Permanent Limited Easement (PLE)	0.003 Acre PLE	0.003	Acres	\$35,000.00	\$105.00
Temporary Limited Easement (TLE)	0.238 Acre TLE	0.238	Acres	\$3,500.00	\$833.00
Other	7 Trees Within Acquisition Area @ \$1,000.00 / Tree				\$7,000.00 \$8,800
Other	Rounding				\$12.00

Total Allocation \$7,950.00
Rounded To \$7,950.00
\$9,750.00

-JP

The undersigned owner(s), having been fully informed of the right to have the property appraised, and to receive just compensation based upon an appraisal, have decided to waive the right to an appraisal and agree to accept settlement in the above-stated amount as full payment for the parcel stated, subject to approval by City of Wausau.

The undersigned owner(s) further state that the decision to waive the right of an appraisal was made without undue influences or coercive action of any nature.

It is intended that the instrument of conveyance will be executed upon presentation by City of Wausau agents or representatives.

Owner Signature
400 South 72nd Avenue Properties, LLC

Date

X

Owner Signature

Date

Approved for City of Wausau

For Office Use Only

Agency Approval

Date



Q J 9 3 2 9 7 0

This instrument was drafted by
City of Wausau

Project ID
6999-18-09

Parcel No
6

STATEMENT TO CONSTRUCTION ENGINEER

RE1528 10/2018 s. 84.09 Wis. Stats.

Copies to: project engineer and owner

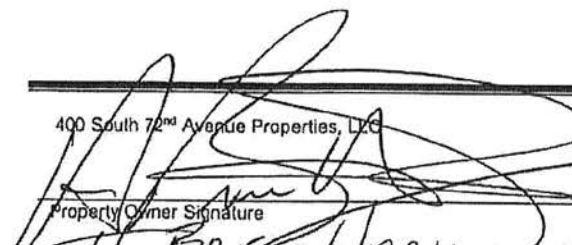
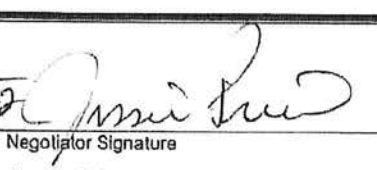
Owner Name(s) 400 South 72nd Avenue Properties, LLC	Property Address 400 South 72nd Avenue Wausau, WI 54401 Mailing Address C/o Beth E. Hartinger 11230 Parker Drive 725 IMM ST. Wausau, WI 54401-9368	Area code - phone Home: Cell: 715 3700262 Work: 715 8420402
Tenant, if any	Property Address Mailing Address	Area code - phone Home: Cell: Work:

- All commitments agreed upon between negotiator and property owner are listed below.
- All commitments are subject to approval of City of Wausau.
- Basic concepts of construction project have been explained to owner.
- No other commitments, either verbal or implied, are valid.

Commitments made (fences, driveways, trees, drainage or other items):

NONE

Other matters of interest and owner concerns:

400 South 72nd Avenue Properties, LLC	
	5-4-22
Property Owner Signature	Date
	5-4-22
Negotiator Signature	Date
H. BETH E. HARTINGER	Jessie Prien
Property Owner Signature	Print Negotiator Name

Commitments Approved:

Approving Authority Signature and Title

Date

Print Approving Authority Name



Q J 9 3 2 9 3 7

Project ID
6999-18-09

County
Marathon

Parcel No.
6

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

RESOLUTION OF THE FINANCE COMMITTEE

Approving Waiver of Appraisal, Settlement Amount, Temporary and Permanent Limited Easement and Payment Request for 400 N. 72nd Avenue

Committee Action: Pending

Fiscal Impact: \$400.00 – TID 11

File Number: 21-0413

Date Introduced: May 10, 2022

FISCAL IMPACT SUMMARY

COSTS	Budget Neutral	Yes ☐ No ☒	
	Included in Budget:	Yes ☐ No ☐	Budget Source
	One-time Costs:	Yes ☒ No ☐	Amount: \$400.00
	Recurring Costs:	Yes ☐ No ☐	Amount:
SOURCE	Fee Financed:	Yes ☐ No ☐	Amount:
	Grant Financed:	Yes ☐ No ☐	Amount:
	Debt Financed:	Yes ☐ No ☐	Amount Annual Retirement
	TID Financed:	Yes ☐ No ☐	Amount:
	TID Source: Increment Revenue ☐ Debt ☐ Funds on Hand ☒ Interfund Loan ☐		

RESOLUTION

WHEREAS, in 2018, the City of Wausau was awarded Federal Transportation Alternatives Program (TAP) funds for the construction of a multi-use path along 72nd Avenue from Packer Drive to Innovation Way; and

WHEREAS, the proposed segment of trail would be an alternative to Highland Drive in connecting the eastern and western sections of the business campus; and

WHEREAS, in order for the construction of the trail to take place, certain properties will need to be acquired and/or a temporary limited easement needed; and

WHEREAS, in order to acquire the necessary property for the approved trail design, the City hired MSA Professional Services to administer the real estate acquisitions needed for the project; and

WHEREAS, your Finance Committee, at their May 10, 2022 meeting, recommended approving the acquisition of .003 acres for a Permanent Limited Easement and .083 acres for a Temporary Limited Easement at a cost of \$400.00; and

WHEREAS, the property owner has accepted the offer of \$400.00 for a .003 acre Permanent Limited Easement and a .083 acre Temporary Limited Easement at 400 N. 72nd Avenue.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Wausau that the proper City officials are hereby authorized and directed to acquire the .003 acre Permanent Limited Easement and .083 acre Temporary Limited Easement at 400 N. 72nd Avenue and execute the Waiver of Appraisal Recommendation and Approval of Settlement Amount, and Payment Request and all documents necessary to complete the acquisition.

Approved:

Katie Rosenberg, Mayor

Payment Request

PARCEL: Parcel 7 – Polywood Properties, LLC
DATE: May 4, 2022
AGENCY: City of Wausau
ATTN: Thomas (TJ) Niksich, City of Wausau Project Engineer

FROM: **MSA Professional Services, Jessie Prien**

R/W PROJECT ID: 6999-18-09 (Business Campus Bicycle and Pedestrian Trail)

HIGHWAY: South 72nd Avenue (Packer Drive – International Drive)
COUNTY: Marathon

ACRES & INTEREST 0.003 Acre Permanent Limited Easement
0.083 Acre Temporary Limited Easement

PAYABLE TO: **Polywood Properties, LLC**
400 North 72nd Avenue, Wausau, WI 54401

SOCIAL SECURITY #
or TAXPAYER ID # See Form W-9
CHECK AMOUNT: \$400.00

COMMENTS: Please see attached the following signed documents: Nominal Payment Parcel – Waiver of Appraisal Recommendation and Approval, Statement to Construction Engineer, Form W-9, and a copy of the Permanent Limited Easement. Please review and sign the Nominal Payment Parcel – Waiver of Appraisal Recommendation and Approval, Statement to Construction Engineer, and this form (Payment Request) near the bottom of each document as an approval by the City of Wausau.

Once approved, please return to me a copy of the signed Nominal Payment Parcel - Waiver of Appraisal Recommendation and Approval, Statement to Construction Engineer and Payment Request, along with the requested check (made payable as stated above) and I will forward it on to the landowner. **Mail the signed documents and check to me at: 1835 North Stevens Street, Rhinelander, WI 54501.**

Submitted by:
MSA Professional Services, Inc.

x Jessie Prien
Jessie Prien
Real Estate Project Manager

Dated: 5-4-22
1835 North Stevens Street
Rhinelander, WI 54501

Authorized by:
City of Wausau

x _____
Katie Rosenberg, City of Wausau
Mayor

Dated: _____
407 Grant Street
Wausau, WI 54403

PERMANENT LIMITED EASEMENT

Exempt from fee: s.77.25(2r) Wis. Stats.
Exempt from filing transfer form [s. 77.21(1), 77.22(1) Wis. Stats.]
RE1552 10/2018 Ch. 84 Wis. Stats.

THIS EASEMENT, made by **Polywood Properties, LLC, a Wisconsin limited liability company**, GRANTOR, conveys a permanent limited easement as described below to the **City of Wausau**, GRANTEE, for the sum of **Four Hundred and 00/100 Dollars (\$400.00)** for the purpose of **the right to construct, reconstruct, maintain and access Storm Sewer Facilities**.

Other persons having an interest of record in the property:
Incrediblebank

LEGAL DESCRIPTION IS ATTACHED AND MADE A PART OF THIS DOCUMENT BY REFERENCE.

In executing this document, the undersigned affirms that he/she is a (member)(manager) of Polywood Properties, LLC, and is duly authorized by the company to execute this document.

This space is reserved for recording data

Return to
MSA Professional Services, INC
Attn: Jessie Prien
1835 North Stevens Street
Rhinelander, WI, 54501

Parcel Identification Number/Tax Key Number
291-2906-254-0983

Kurt Taylor 04/15/22
Signature Date

KURT TAYLOR, MANAGER
Print Name

Signature Date

Print Name

Signature Date

Print Name

Signature Date

Print Name

Signature Date

Print Name

April 15, 2022
Date

Nevada
State of ~~Wisconsin~~

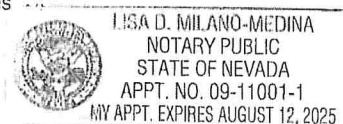
Clark County } ss.
On the above date, this instrument was acknowledged before me by the named person(s).

The signer was: ☒ Physically in my presence. OR ☐ In my presence involving the use of communication technology.

Lisa D. Milano-Medina
Signature, Notary Public, State of ~~Wisconsin~~ Nevada

LISA D. Milano-Medina
Print Name, Notary Public, State of ~~Wisconsin~~ Nevada

August 12, 2025
Date Commission Expires



Project ID
6999-18-09

This instrument was drafted by
City of Wausau

Parcel No.
7

LEGAL DESCRIPTION

A Permanent Limited Easement for the right to construct, reconstruct, maintain and access Storm Sewer Facilities, including for such purpose the right to operate the necessary equipment thereon and the right of ingress and egress as long as required for such public purpose, including the right to preserve, protect, remove or plant thereon any vegetation that the highway authorities may deem necessary or desirable, but without prejudice to the owner's right to make or construct improvements on said lands or to flatten the slopes, providing said activities will not impair or otherwise adversely affect the highway facilities within the right of way, in and to the following tract of land in the City of Wausau, Marathon County, State of Wisconsin, described as:

That part of Lot 1, of Certified Survey Map No. 15003, located within the Northeast 1/4 of the Southeast 1/4, of Section 25, Township 29 North, Range 6 East, described as follows:

Commencing at the northeast corner of said Certified Survey Map No. 15003, being a point on the west line of S. 72nd Avenue and also being a point on the north line of said Southeast 1/4 of Section 25; thence South 00°01'53" East, along said west line, 117.68 feet to the Point of Beginning; thence continuing South 00°01'53" East, along said west line, 10.00 feet; thence South 89°58'07" West, at a right angle, 12.00 feet; thence North 00°01'53" West, parallel with said west line, 10.00 feet; thence North 89°58'07" East, at a right angle, 12.00 feet to the Point of Beginning

The above described parcel contains **0.003** acres of land, more or less.

A Temporary Limited Easement for the right to construct cut and/or fill slopes, including for such purpose the right to operate the necessary equipment thereon and the right of ingress and egress as long as required for such public purpose, including the right to preserve, protect, remove, or plant thereon any vegetation that the highway authorities may deem necessary or desirable, in and to the following tract of land, in the City of Wausau, Marathon County, State of Wisconsin, described as:

That part of Lot 1, of Certified Survey Map No. 15003, located within the Northeast 1/4 of the Southeast 1/4, of Section 25, Township 29 North, Range 6 East, described as follows:

Beginning at the southeast corner of said Certified Survey Map No. 15003, being a point on the west line of S. 72nd Avenue; thence North 89°38'56" West, along the south line of said Lot 1, 12.00 feet; thence North 00°01'53" West, parallel with said west line of S. 72nd Avenue, 182.24 feet; thence North 89°58'07" East, at a right angle, 12.00 feet to said west line of S. 72nd Avenue; thence South 00°01'53" East, along said west line, 182.32 feet to the Point of Beginning.

Also;

Beginning at the northeast corner of said Certified Survey Map No. 15003, being a point on the west line of S. 72nd Avenue and also being a point on the north line of said Southeast 1/4 of Section 25; thence South 00°01'53" East, along said west line, 117.68 feet; thence South 89°58'07" West, at a right angle, 12.00 feet; thence North 00°01'53" West, parallel with said west line, 117.78 feet to the north line of said Lot 1, also being said north line of the Southeast 1/4 of Section 25; thence South 89°33'11" East, along said north line of said Lot 1, and also along said north line of the Southeast 1/4 of Section 25, 12.00 feet to the Point of Beginning.

The above described parcels contain **0.083** acres of land, more or less.

All TLEs expire at the completion of the construction project for which this instrument is given.

**NOMINAL PAYMENT PARCEL - WAIVER OF APPRAISAL
RECOMMENDATION AND APPROVAL**

RE1897 10/2018 Ch. 32 Wis. Stats.

Owner name(s) Polywood Properties, LLC	Area and interest required 0.003 acres of Permanent Limited Easement (PLE), 0.083 acres of Temporary Limited Easement (TLE)
---	---

Allocation

Allocation	Description	Size	Unit	Per Unit	Value (\$)
Permanent Limited Easement (PLE)	0.003 Acre PLE	0.003	Acres	\$35,000.00	\$105.00
Temporary Limited Easement (TLE)	0.083 Acre TLE	0.083	Acres	\$3,506.02	\$291.00
Other	Rounding				\$4.00

Total Allocation \$400.00
Rounded To \$400.00

The undersigned owner(s), having been fully informed of the right to have the property appraised, and to receive just compensation based upon an appraisal, have decided to waive the right to an appraisal and agree to accept settlement in the above-stated amount as full payment for the parcel stated, subject to approval by City of Wausau.

The undersigned owner(s) further state that the decision to waive the right of an appraisal was made without undue influences or coercive action of any nature.

It is intended that the instrument of conveyance will be executed upon presentation by City of Wausau agents or representatives.

X <u><i>[Signature]</i></u>	<u>04/15/22</u>	X _____	_____
Owner Signature	Date	Owner Signature	Date
Polywood Properties, LLC			

Approved for City of Wausau

For Office Use Only

Agency Approval _____ Date _____



Q J 9 3 2 9 5 0

This instrument was drafted by
City of Wausau

Project ID
6999-18-09

Parcel No
7

STATEMENT TO CONSTRUCTION ENGINEER

RE1528 10/2018 s. 84.09 Wis. Stats.

Copies to: project engineer and owner

Owner Name(s) Polywood Properties, LLC	Property Address 400 North 72nd Avenue Wausau, WI 54401 Mailing Address C/o Shelley Pintor 400 North 72nd Avenue Wausau, WI 54401	Area code - phone Home: Cell: (715) 846-3231 Work:
Tenant, if any	Property Address Mailing Address	Area code - phone Home: Cell: Work:

- All commitments agreed upon between negotiator and property owner are listed below.
- All commitments are subject to approval of City of Wausau.
- Basic concepts of construction project have been explained to owner.
- No other commitments, either verbal or implied, are valid.

Commitments made (fences, driveways, trees, drainage or other items):

NONE

Other matters of interest and owner concerns:

Polywood Properties, LLC

Kenneth W. G. Manager
Property Owner Signature

Date

04/15/22

Jessie Prien
Negotiator Signature

Jessie Prien

Print Negotiator Name

4-20-22
Date

Property Owner Signature

Date

Commitments Approved:

Approving Authority Signature and Title

Date

Print Approving Authority Name



Q J 9 3 2 9 3 B

Project ID
6999-18-09

County
Marathon

Parcel No.
7