



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 24, 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
22-0501	COUN	Minutes of previous meeting (5/10/22)	Place on file
22-0511	CISM	Resolution Approving sanitary sewer and watermain easement with Christiana Gandy and Zachary Gandy at 109 Freedom Way	Approved 5-0
22-0512	CISM	Resolution Approving Agreement for the Management and Maintenance of a Stormwater Facility (PIP JV LLC –2025 County Road U)	Approved 5-0
13-0309	CISM	Resolution Authorizing the modification of fees to the City of Wausau Fees and Licenses Schedule adopted pursuant to Wausau Municipal Code §3.40.010(a) for Lot 5 Overnight Parking	Approved 5-0
02-1118	CISM	Ordinance Amending Section 10.48.120 Violations	Approved 5-0
02-1118	CISM	Ordinance Amending Section 10.48.090 Annual and monthly permits	Approved 5-0
94-0825	PH&S	Ordinance Amending Section 8.08.010 Certain creatures forbidden (subsection (d) Exceptions).	Approved 5-0

File #	CMT	Resolutions and Ordinances	ACT
22-0503		Mayor's Appointments	
19-0921	ED	<i>Reconsideration of the</i> 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.	Approved 4-1 and Council Approved 9-2
21-1109A	FIN	Resolution Approving and Adopting the Budget for American Rescue Plan Coronavirus State and Local Fiscal Recovery Fund Funded Projects – Fiber Connection Project	Approved 5-0
21-1109B	FIN	Resolution Approving and Adopting the Budget for American Rescue Plan Coronavirus State and Local Fiscal Recovery Fund Funded Projects – Entrepreneurial and Education Center	Approved 5-0
01-0832	PH&S	Ordinance Amending Section 5.63.010 Intent and purpose, 5.63.020 Definitions, Section 5.63.030 Permit required, Section 5.63.060 Sidewalk café standards, 12.44.040 Exceptions	Approved 5-0
		Suspend Rules 6(B) Filing (2/3 vote required)	
19-0405	FIN	Resolution Approving Interlocal Agreement between the City of Wausau and Marathon County for the 2020 Byrne Justice Assistance Grant Program Award	Pending
21-1109	HR & FIN	Joint Resolution Approving and Adopting the Budget for American Rescue Plan Coronavirus State and Local Fiscal Recovery Fund Funded Projects – Community Outreach Specialist Position	Approved 5-0 Pending
		Public Comment & Suggestions	

Adjournment

Signed by Katie Rosenberg, 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 5/20/22 @ 2:00 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

held on Tuesday, May 10, 2022, in Council Chambers, beginning at 6:30 p.m.,
Council President Becky McElhaney presiding as Acting Mayor.

Roll Call

5/10/2022 6:37:37 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

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

- 1) Bruce Grau, 1115 N 10th St, spoke regarding affordable housing, homelessness, and ARPA funds to solve the problem.
- 2) Sandra Kelch, 802 Augusta Ave, commented on homelessness, and services for mental health and addictions.
- 3) Amanda Ladecki, 616 Sumner St, Outreach Director for Community Outreach Task force, commented on homelessness and the impact of the closure of the warming center.
- 4) Joe Gehin, 3400 Springdale Ave, spoke of the concern there will be adequate personnel resources for the new Drinking Water Facility and updated Wastewater Treatment Plant. He appealed to the Council to form a task force to address wages and salaries.

Consent Agenda

5/10/2022

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

22-0401 Minutes of previous meetings. (4/12/22 & 4/26/22)

19-0304 Resolution of the Economic Development Committee Approving First Amendment to Lease Agreement Between City of Wausau and Briq's Soft Serve LLC

18-0913 Joint Resolution of the Finance Committee and the Wausau Water Works Commission Declaring Authorized Representative to File Applications for Financial Assistance from State of Wisconsin Environmental Improvement Fund

22-0510 Joint Resolution of the Finance Committee and the Wausau Water Works Commission Declaring Official Intent to Reimburse Expenditures from Proceeds of Borrowing

22-0506 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.

22-0508 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

22-0108 Resolution of the Public Health & Safety Committee Approving or Denying Various Licenses as Indicated

Yes Votes: 11 No Votes: 0 Result: PASS

22-0503

5/10/2022

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

Pat Peckham is filling the unexpired term of a former citizen member on the Airport Committee

Yes Votes: 11 No Votes: 0 Result: PASS

22-0504

5/10/2022

Motion by Watson, second by Rasmussen to adopt the Ordinance of the Capital Improvements & Street Maintenance Committee Amending Section 10.20.080(a) designating no parking here to corner on the north side of 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.

Yes Votes: 11 No Votes: 0 Result: PASS

20-0826

5/10/2022

Motion by Herbst, second by Martens to adopt the Resolution of the Economic Development Committee Approving Second Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for Wausau East Riverfront.

Yes Votes: 11 No Votes: 0 Result: PASS

15-0708

5/10/2022

Motion by Watson, second by Diny to adopt the Resolution of the Economic Development Committee Approving Second Amendment to Development Agreement between City of Wausau and Riverlife Condos, LLC (Mitch Viegut)

Yes Votes: 11 No Votes: 0 Result: PASS

19-0921 Amendment

5/10/2022

Motion by Larson, second by Kilian to Amend the 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) – to have WOZ pay fair market value for the parking ramp.

Lou Larson pointed out on page 77, third paragraph, it clarifies that the city has the option in the future to cease operation of one or both parking ramps and WOZ will have the opportunity to buy them for \$1.00 if that happens. He questioned who owns the parking ramps and who owns the land underneath it. Anne Jacobson responded the city does. He commented his constituents in District 10 are sick of the city giving away property for \$1.00. He questioned if this passes if that would mean we'd have to hold the property for \$1.00 which would exclude any other developers from coming along to do something else.

Liz Brodek, Economic Development Director, explained basically this provision was put in so that if a parking ramp would no longer be to the city's benefit to operate, that it would make the most sense for WOZ to be able to buy and operate them. It is a future contingency that we don't see happening in the near future but wanted to account for the possibility. Larson felt is WOZ wants to buy them they should pay fair market value.

Lisa Rasmussen questioned if the Council could make changes to an agreement approved more than a year ago without notice. Anne Jacobson agreed an agreement was previously approved in the term sheet, and we are clarifying the city has the option in the future to cease operating the parking lots. Rasmussen stated there has been no opportunity for vetting this change at committee, negotiating or discussion with the developer party to the contract.

Maryanne Groat, Finance Director, currently our ramps are operated on the levy, so she wasn't sure who would want to operate it and own it. It would most likely cost \$2 million or more to take the ramp down if someone wanted to use it for another purpose.

Larson questioned the City Attorney if the \$1.00 option was or was not part of the original negotiations. Jacobson stated she thought it had always been in the agreement. This amendment is replacing the ground and air rights lease with specific agreements going forward and providing for the deeding of the land to the city to make new streets. A minor thing was just clarifying that we are not required to continue operating the ramps if it is disadvantageous to the city and that WOZ can buy for \$1.00.

Vote on amendment:

Yes Votes: 9 No Votes: 2 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	NO
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	NO

19-0921

5/10/2022

Motion by Rasmussen, second by Herbst to adopt the 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)

Tom Kilian questioned who would pay for demolition of the ramps if the private sector wanted to use the land or if WOZ were to buy them for \$1.00. He wanted to know if it would be public funds used for demolition as it did for the mall. Groat stated it was not in the current agreement that we had to demolish the ramps. Kilian questioned why WOZ would find owning them appealing.

Joe Mella, Secretary for Wausau Opportunity Zone (WOZ), explained they would be interested in obtaining rights to the parking structures principally because of what we are hoping to see redevelop there. He stated WOZ is not actually doing the redevelopment, but just trying to find people to do that for us. The parking structures would continue to be used by whatever redevelopments happen in those locations. If there were high density apartments built there, for example, it would make parking available to tenants. The downtown area doesn't have a lot of parking and we would like to be able to utilize those ramps. He stated they wanted a failsafe in the event some time in the future the city chose not to run the ramps any longer. He stated WOZ wants the opportunity to buy them to continue to run them, not tear them down.

Tom Kilian questioned if there was something showing the amount of public dollars put into the project to date, as well as the amount of private dollars from WOZ. Liz Brodek indicated she would provide that information at the next ED meeting.

Yes Votes: 9 No Votes: 2 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	NO
11	Henke, Chad	YES

22-0509

5/10/2022

Motion by Herbst, second by Martens to adopt the Resolution of the Finance Committee Authorizing City Officials to contract with FlashVote for one year of their Survey Tool

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	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

21-1109

5/10/2022

Motion by Watson, second by Rasmussen to adopt the Resolution of the Finance Committee Approving Modification of the 2022 Budget – General Fund uncompleted projects

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

22-0507

5/10/2022

Motion by Watson, second by Kilian to adopt the 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.

Randy Fifrick, Community Development, explained this is a year long process starting now until the camp would happen next summer. He stated as part of our co-sponsorship we would be out advertising for applications for people to come in and apply for the program. He noted we don't make the decisions on choosing them, that is done through the organization, but we help get the word out.

Tom Kilian suggested weighting these applications based on the percentage of low-income residents in census block group areas, starting at the top with the highest percentage of low-income residents per census block group area and moving down as the number declines. He felt this way it would go to where the work was needed the most.

Yes Votes: 11 No Votes: 0 Result: PASS

21-0517

5/10/2022

Motion by Rasmussen, second by Diny to adopt the Resolution of the Finance Committee Authorizing City Officials to Expand Ehlers Public Finance Advisors investment advisory services for Two Year Pilot Program

Yes Votes: 11 No Votes: 0 Result: PASS

22-0505

5/10/2022

Motion by Herbst, second by Watson to adopt the Ordinance of the Plan Commission Rezoning 180 East Wausau Avenue from HI, Heavy Industrial Zoning District to UMU, Urban Mixed-Use Zoning District

Yes Votes: 11 No Votes: 0 Result: PASS

Suspend the Rules

5/10/2022

Motion by Watson, second by Diny to Suspend Rules 6(B) Filing and 12(A) Referral of Resolutions

Yes Votes: 11 No Votes: 0 Result: PASS

79-1036

5/10/2022

Motion by Martens, second by Henke to adopt the Resolution Terminating Redevelopment Agreement between Redevelopment Authority of the City of Wausau and Wausau Joint Venture

Yes Votes: 11 No Votes: 0 Result: PASS

01-0725

5/10/2022

Motion by Diny, second by Henke to adopt the Ordinance of the Common Council Amending Section 1.12.010 City wards and Section 1.12.015 Aldermanic districts

Kaitlyn Bernarde, City Clerk, explained the US Supreme Court struck down the previous new state legislative maps established for Wisconsin, then the Wisconsin Supreme Court later selected different maps. Those district lines now split wards 10 and 11 in the City of Wausau and it is a state statute that wards cannot be split between Assembly seats. This ordinance amendment will create two new wards 24 and 25 that will take those sections from wards 10 and 11 respectively. She noted they will stay in the same aldermanic district.

Yes Votes: 11 No Votes: 0 Result: PASS

21-0413

5/10/2022

Motion by Rasmussen, second by Watson to adopt the Resolution of the Finance Committee Approving Waiver of Appraisal, Settlement Amount, Temporary Limited Easement and Payment Request for 7575 Bombardier Court

Yes Votes: 11 No Votes: 0 Result: PASS

21-0413

5/10/2022

Motion by Diny, second by Watson to adopt the Resolution of the Finance Committee Approving Waiver of Appraisal, Settlement Amount, Temporary Limited Easement and Payment Request for 7255 Stewart Avenue

Yes Votes: 11 No Votes: 0 Result: PASS

21-0413

5/10/2022

Motion by Herbst, second by Lukens to adopt the Resolution of the Finance Committee Approving Waiver of Appraisal, Settlement Amount, Temporary Limited Easement and Payment Request for 400 S. 72nd Avenue

Yes Votes: 11 No Votes: 0 Result: PASS

21-0413

5/10/2022

Motion by Watson, second by Larson to adopt the Resolution of the Finance Committee Approving Waiver of Appraisal, Settlement Amount, Temporary Limited Easement and Payment Request for 400 N. 72nd Avenue

Yes Votes: 11 No Votes: 0 Result: PASS

21-0413

5/10/2022

Motion by Rasmussen, second by Lukens to adopt the Resolution of the Finance Committee Approving Waiver of Appraisal, Settlement Amount, Temporary Limited Easement and Payment Request for 7500 Stewart Avenue

Yes Votes: 11 No Votes: 0 Result: PASS

21-0413

5/10/2022

Motion by Watson, second by Herbst to adopt the Resolution of the Finance Committee Approving Waiver of Appraisal, Settlement Amount, Temporary Limited Easement and Payment Request for 720 S. 72nd Avenue

Yes Votes: 11 No Votes: 0 Result: PASS

Public Comment & Suggestions: None

Adjournment

5/10/2022

Motion by Watson, second by Diny to adjourn the meeting. Motion carried unanimously on a voice vote. Meeting adjourned at 7:22 pm.

Katie Rosenberg, Mayor
Kaitlyn Bernarde, City Clerk

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

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

Approving sanitary sewer and watermain easement with Christiana Gandy and Zachary Gandy at 109 Freedom Way.

Committee Action: Approved 5-0

Fiscal Impact: None

File Number: 22-0511

Date Introduced: May 24, 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, Christiana Gandy and Zachary Gandy own property located at 109 Freedom Way; and

WHEREAS, there currently exists a sanitary sewer and watermain across this property and it was discovered the City does not have easement rights to repair or replace these utilities; and

WHEREAS, your Capital Improvements and Street Maintenance Committee, at their May 12, 2022 meeting, discussed and approved entering into an easement with Christiana Gandy and Zachary Gandy; now therefore

BE IT RESOLVED by the Common Council of the City of Wausau that it hereby approves the execution of the attached easement and the proper City officials are hereby authorized and directed to execute said easement.

Approved:

Katie Rosenberg, Mayor

CAPITAL IMPROVEMENTS AND STREET MAINTENANCE COMMITTEE

Date of Meeting: May 12, 2022, at 5:30 p.m. in the Council Chambers of City Hall.

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

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

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

CONSENT AGENDA

A. Approve minutes of the April 14, 2022 meeting

B. Action on Stormwater Maintenance Agreement with PIP JV LLC at 2025 County Road U

C. Action on Easement with Christiana Gandy and Zachary Gandy at 109 Freedom Way

Rasmussen moved to approve the consent agenda items. Diny seconded and the motion carried unanimously 5-0.

Agenda Item No.

3C

STAFF REPORT TO CISM COMMITTEE - May 12, 2022

AGENDA ITEM

Action on Utility Easement with Christiana Gandy and Zachary Gandy at 109 Freedom Way

BACKGROUND

Sanitary sewer and water main were installed on this site with the development of Franklin Heights Subdivision. An easement was recorded when the plat was developed, however, the sewer and water mains were on the west side of the easement impacting Lot 48. This easement gives the City the right to maintain these lines in the future.

FISCAL IMPACT

None

STAFF RECOMMENDATION

Staff recommends approval.

Staff contact: Allen Wesolowski 715-261-6762

EASEMENT AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 2022, by and between CHRISTIANA GANDY AND ZACHARY GANDY, husband and wife, as survivorship marital property, Grantors, and the CITY OF WAUSAU, a municipal corporation duly organized and existing under and by virtue of the laws 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 sanitary sewer and watermain which may be constructed through and under the lands hereinafter described.

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

Recording Area

Name and Return Address

City of Wausau Engineering Department
407 Grant Street
Wausau, WI 54403

PIN: 291-2908-311-0029

Part of Lot 48, Franklin Heights Second Addition, being part of the Northeast ¼, Section 31, Township 29 North, Range 8 East, City of Wausau, Marathon County, Wisconsin described as follows;

That part of said Lot 48 contained within the following described parcel;

Commencing at the Northeast corner of said Lot 48, the point of beginning;

Thence S 88° 51' 18" W, along the North line of said Lot 48, 15.00 feet; thence S 00° 22' 53" E, parallel to the East line of said Lot 48, 230.94 feet; thence S 32° 39' 30" W, parallel to the Southeasterly line of said Lot 48, 325.00 feet; thence S 51° 30' 00" W, approximately 45 feet to the Southerly line of Lot 47, said Franklin Heights Second Addition; thence Easterly, along said Southerly line, to the Southeast corner of said Lot 47; thence N 00° 22' 53" W, along the East line of said Lot 47, approximately 152 feet to said Southeasterly line of Lot 48; thence N 32° 39' 30" E, along said Southeasterly line, 220.09 feet to said East line of said Lot 48; thence N 00° 22' 53" W, along said East line, 244.56 feet to said Northeast corner of Lot 48, 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 which may arise from the existence, use, and/or maintenance of said permanent easement. Grantee further agrees that it will attempt to return the disturbed lands subject to this easement to a similar condition which existed prior to the construction.

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.

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.

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

CITY OF WAUSAU BY:

Katie Rosenberg, Mayor

Christiana Gandy

Kaitlyn A. Bernarde, Clerk

Zachary Gandy

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: _____

NC
STATE OF WISCONSIN)
) ss.
COUNTY OF MARATHON)

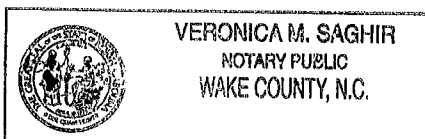
Personally came before me this 23 day of March, 2022, the above named Christiana Gandy, to me known to be the person who executed the foregoing instrument and acknowledged the same.



Veronica M. Saghir
Notary Public, Wisconsin NC
My commission expires: 08/25/2022

NC
STATE OF WISCONSIN)
) ss.
COUNTY OF MARATHON)

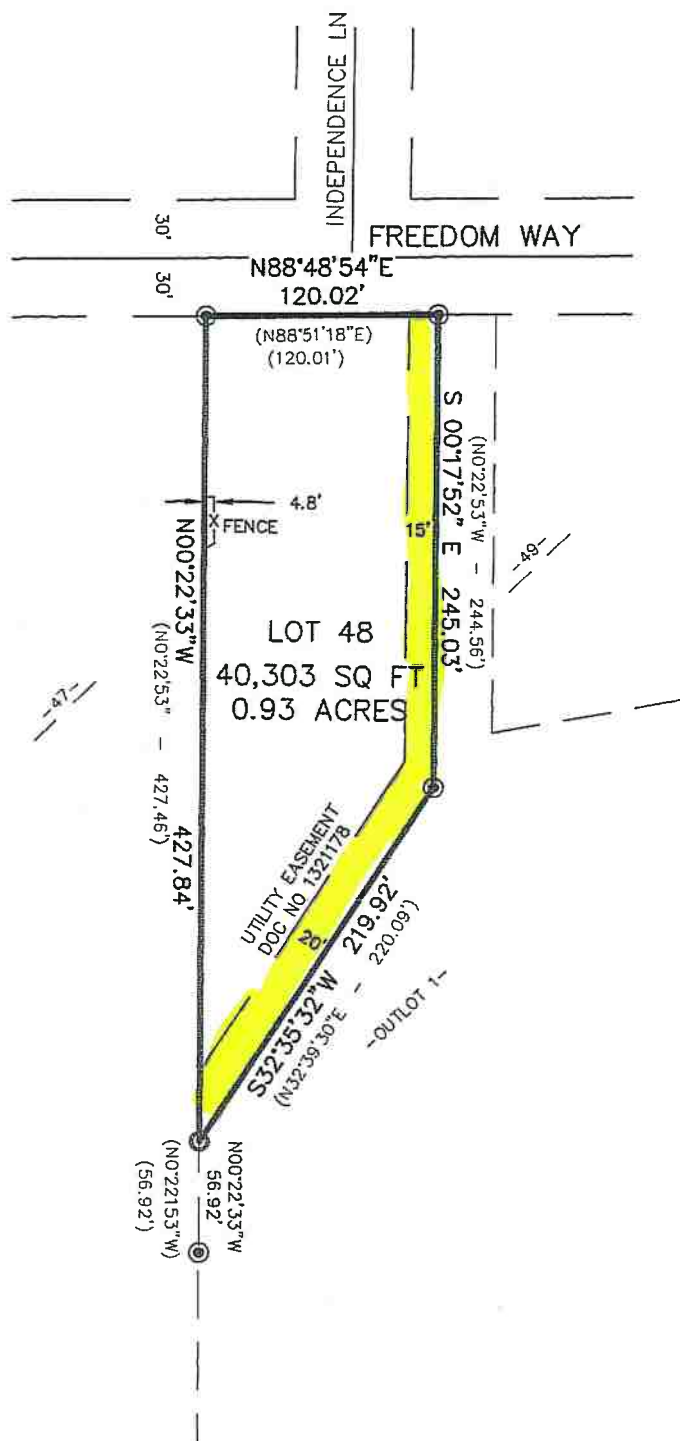
Personally came before me this 23 day of March, 2022, the above named Zachary Gandy, to me known to be the person who executed the foregoing instrument and acknowledged the same.



Veronica M. Saghir
Notary Public, Wisconsin NC
My commission expires: 08/25/2022

MAP OF SURVEY

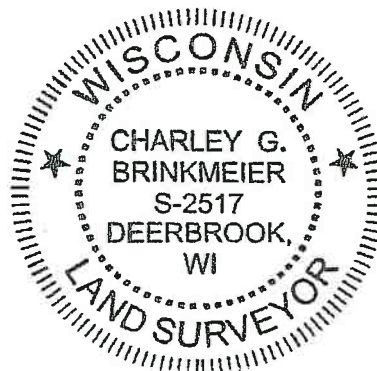
OF ALL OF LOT 48 OF THE FRANKLIN HEIGHT SECOND ADDITION BEING PART OF THE NORTHEAST 1/4 OF SECTION 31, TOWNSHIP 29 NORTH, RANGE 8 EAST, CITY OF WAUSAU, MARATHON COUNTY WISCONSIN



I, CHARLEY G BRINKMEIER, REGISTERED LAND SURVEYOR S-2517, DO HEREBY CERTIFY THAT BY THE DIRECTION OF FABIO CATAO I SURVEYED AND MAPPED LOT 48 OF THE FRANKLIN HEIGHTS SECOND ADDITION AS SHOWN HEREON. I FURTHER CERTIFY THAT THIS MAP IS A TRUE AND CORRECT REPRESENTATION OF SAID SURVEY, AND THAT THIS SURVEY IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

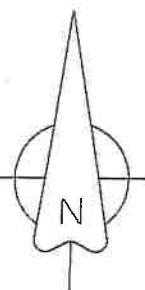
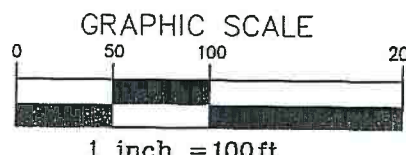
ALSO THAT I HAVE FULLY COMPLIED WITH THE PROVISIONS OF CHAPTER AE-7 OF THE WISCONSIN STATUTES.

Charley G. Brinkmeier
CHARLEY G BRINKMEIER S-2517
NOVEMBER 4 2021



- 3/4" X 18" RE-BAR WEIGHING 1.50 LBS/LINEAL FOOT SET
- FOUND 2" I. PIPE
- ⊙ FOUND 3/4" REBAR
- ▲ FOUND PK NAIL OR RR SPIKE
- FOUND GOV'T CORNER
- () RECORD DATA

SHEET 1 OF 1



SURVEY PROVIDED BY:
CORNERSTONE SURVEYING
W12890 HWY 1
DEERBROOK WI 54424
715-216-3234

SURVEYED FOR:
FABIO CATAO
151190 FERN LN
WAUSAU WI 54401

BEARING REFERENCE:
TO THE MARATHON COUNTY
COORDINATE SYSTEM

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

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

Approving Agreement for the Management and Maintenance of a Stormwater Facility (PIP JV LLC – 2025 County Road U)

Committee Action: Approved 5-0

Fiscal Impact: None

File Number: 22-0512

Date Introduced: May 24, 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 Capital Improvements and Street Maintenance Committee met on May 12, 2022 to review the agreement and recommends approval of an Agreement for the Management and Maintenance of a Stormwater Facility for PIP JV LLC, for stormwater facilities on their property at 2025 County Road U; now therefore

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

Approved:

Katie Rosenberg, Mayor

CAPITAL IMPROVEMENTS AND STREET MAINTENANCE COMMITTEE

Date of Meeting: May 12, 2022, at 5:30 p.m. in the Council Chambers of City Hall.

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

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

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

CONSENT AGENDA

A. Approve minutes of the April 14, 2022 meeting

B. Action on Stormwater Maintenance Agreement with PIP JV LLC at 2025 County Road U

C. Action on Easement with Christiana Gandy and Zachary Gandy at 109 Freedom Way

Rasmussen moved to approve the consent agenda items. Diny seconded and the motion carried unanimously 5-0.

Agenda Item No.

3B

STAFF REPORT TO CISM COMMITTEE – May 12, 2022

AGENDA ITEM

Action on Stormwater Maintenance Agreement with PIP JV LLC at 2025 County Road U

BACKGROUND

Viking Electric has constructed a light industrial distribution facility located at 2025 County Road U. This development consists of a new distribution building, paved parking lot and driveways, landscaping, and stormwater facilities. The parking lot, building and associated facilities will total approximately 2.7 acres.

To ensure properly functioning post-stormwater facilities year after year, the City requires the owner to sign a maintenance agreement, making the owner inspect and maintain the facilities on a biennial basis. The maintenance agreement is attached for your review.

FISCAL IMPACT

None

STAFF RECOMMENDATION

Staff recommends approval of the stormwater maintenance agreement.

Staff contact: TJ Niksich 715-261-6748

AGREEMENT FOR THE MANAGEMENT AND
MAINTENANCE OF A STORMWATER FACILITY

THIS AGREEMENT made this _____ day of _____, 2022, by and between the City of Wausau, a municipal corporation of the State of Wisconsin, hereinafter referred to as "CITY", and PIP JV LLC, a Wisconsin limited liability company, hereinafter referred to as "OWNER";

WITNESSETH:

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

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

Recording Area

Name and Return Address

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

PIN:

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

NOW, THEREFORE, the parties hereto agree as follows:

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

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

OWNER: PIP JV LLC

By: IPH Wausau LLC, Manager

By: Caroline Brzezinski

By: Caroline Brzezinski, Manager

CITY OF WAUSAU:

By: _____
Katie Rosenberg, Mayor

By: _____
Kaitlyn Bernarde, Clerk

STATE OF WISCONSIN)
) ss.
COUNTY OF WAUKESHA)

Personally came before me this 12th day of April, 2022, the above-named Caroline Brzezinski
and N/A of IPH Wausau LLC, to me known to be
the person(s) who executed the foregoing instrument and acknowledged the same.



Karen Schilling
Notary Public, Wisconsin
My commission: 7-6-24

STATE OF WISCONSIN)
) ss.
COUNTY OF MARATHON)

Personally came before me this _____ day of _____, 20__, the above-named Katie Rosenberg, Mayor,
and Leslie Kremer, 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: _____

[illegible]

SCALE



GRADING & DRAINAGE EXHIBIT
VIKING ELECTRIC
COUNTY HIGHWAY "U"
WAUSAU, WISCONSIN



EXHIBIT B
STORM WATER FACILITIES MANAGEMENT MAINTENANCE SCHEDULE & PROCEDURES
FOR
VIKING ELECTRIC
2025 COUNTY HIGHWAY U
CITY OF WAUSAU, MARATHON COUNTY, WI

PROPERTY LEGAL DESCRIPTION:

Lot 1 of Certified Survey Map Number 17923, recorded in Volume 87, on Page 38, as Document Number 1750197, filed in the Marathon County Register of Deeds Office; located in the Northeast 1/4 of the Northwest 1/4 of Section 22, Township 29 North, Range 7 East, City of Wausau, Marathon County, Wisconsin.

RESPONSIBLE PARTY:

The Owner, PIP JV, LLC, their successors, and assigns, shall inspect and maintain the following structural and/or non-structural measures.

MAINTENANCE SCHEDULE AND PROCEDURES:

Maintenance inspections by the Owner shall take place at a minimum of twice per year, following Owner's acceptance of the Project from the Site Contractor. Owner shall maintain a written inspection and maintenance log.

Maintenance and inspection shall be performed within the wet detention pond, the wet detention pond's outlet structures, on-site storm sewer, vegetated drainage swale and riprap.

1. DEBRIS: Removal of trash, debris, and noxious weeds should be done on a regular basis to maintain aesthetics and functionality of the wet detention pond, the wet detention pond's outlet structures, storm sewer, vegetated drainage swale and riprap on the site.
2. STORM AND OUTLET STRUCTURES: Remove accumulated sediment and/or debris from the outlet structures of the pond and storm sewer pipe.
3. VEGETATED DRAINAGE SWALE: Maintain free-drainage within the vegetated drainage swale on the site.
4. RIPRAP: Inspect riprap and replace as may be needed to maintain integrity and a clean appearance of riprap.
5. MOWING: Seasonally mow pond side slopes and embankments of the wet detention pond to promote aesthetics and control growth of weeds and woody vegetation.
6. WET DETENTION POND: A permanent pool depth of 5 feet has been designed for the pond. A sediment clean out cycle is recommended once the permanent pool depth is less than 3.5 feet in depth, which typically will have to be done every 10 to 20 years depending upon the cleanliness of the upstream source water.

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

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

Authorizing the modification of fees to the City of Wausau Fees and Licenses Schedule adopted pursuant to Wausau Municipal Code §3.40.010(a) for Lot 5 Overnight Parking

Committee Action: Approved 5-0

Fiscal Impact:

File Number: 13-0309

Date Introduced: May 24, 2022

RESOLUTION

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

WHEREAS, your Capital Improvements and Street Maintenance Committee, at their May 12, 2022 meeting, recommended amending the 3rd and Grant Street Lot 5 to allow Overnight Parking from April 1 to November 1.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Wausau, that the 3rd and Grant Street Lot 5 will allow Overnight Parking from April 1 to November 1 is hereby adopted and incorporated into the City of Wausau Fees and Licenses Schedule adopted pursuant to W.M.C. §3.40.010(a).

Approved:

Katie Rosenberg, Mayor

CAPITAL IMPROVEMENTS AND STREET MAINTENANCE COMMITTEE

Date of Meeting: May 12, 2022, at 5:30 p.m. in the Council Chambers of City Hall.

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

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

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

Discussion and possible action on authorizing the modification of fees to the City of Wausau Fees and Licenses Schedule adopted pursuant to Wausau Municipal Code Section 3.40.010(a)

Diny moved to approve. Seconded by Henke.

Lindman stated this is regarding allowing overnight parking in Lot 5 from April to November.

There being a motion and a second, motion to approve carried unanimously 5-0.



TO: CISM COMMITTEE

FROM: MARYANNE GROAT

DATE: April 20, 2022

RE: Overnight Parking in Lot 5

The existing parking ordinance allows overnight parking in all ramps and select parking lots. Parking overnight during the winter months impedes effective snow removal activities and as such, overnight parking in lots was prioritized by need.

We have had a request for overnight parking in Lot 5 located on the corner of Third and Grant Street. We propose to allow parking during our “snow free” period of April 1 through November 30th. If approved the ordinance would reflect the chart below.

			Proposed
		All Year	April - Nov
		Overnight Parking	Overnight Parking
Ramp 1		x	
Ramp 2		x	
Ramp 3		x	
Ramp 4		x	
Lot 5 - 3rd and Grant			x
Lot 6 - 4th & Washington			
Lot 7 - Library Lower			
Lot 8 - River Dr		x	
Lot 9 - Jail		x	
Lot 10 - City Employee		x	
Lot 14 - 1st & Grant			
Lot 15 - Dudley Twr		x	
Lot 17 - Fed Bldg		x	
Lot 18 - Mall lot			
Lot 20 - Scott St			

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

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

Amending Section 10.48.120 Violations.

Committee Action: Approved 5-0

Ordinance Number:

Fiscal Impact: None

File Number: 02-1118

Date Introduced: May 24, 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> ☐		

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

Add ()

Delete ()

Section 1. That Section 10.48.120 Violations, is hereby amended to read as follows:

10.48.120 Violations. It is unlawful and a violation of this chapter for any person:

...

(f) Vehicles parked in city parking ramps or lots shall not be backed into a parking stall. All vehicles shall be positioned in such a manner so that the rear vehicle registration/license plate is clearly visible from the aisles or lanes of travel through such parking ramp or lot.

(g) To park, stop or leave standing any vehicle, whether attended or unattended and whether temporarily or otherwise, upon any portion of a parking meter lot or ramp or in any parking meter space within such lot or

ramp contrary to a posted sign thereon indicating limited or restricted parking.

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

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

Adopted:
Approved:
Published:
Attest:

Approved:

Katie Rosenberg, Mayor

Attest:

Kaitlyn Bernarde, Clerk

CAPITAL IMPROVEMENTS AND STREET MAINTENANCE COMMITTEE

Date of Meeting: May 12, 2022, at 5:30 p.m. in the Council Chambers of City Hall.

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

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

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

Discussion and possible action on amending Wausau Municipal Code Section 10.48.120 Violations

This item is for clarification of the ordinance to help with enforcement.

Rasmussen moved to approve. Seconded by Diny and the motion carried unanimously 5-0.



Office of the City Attorney

TEL: (715) 261-6590

FAX: (715) 261-6808

Anne L. Jacobson
City Attorney

Tara G. Alfonso
Assistant City Attorney

Nathan Miller
Assistant City Attorney

To: Capital Improvements & Street Maintenance Committee

From: Tara G. Alfonso, Asst. City Attorney

Date: May 3, 2022

Re: Comments on amending W.M.C. §10.48.120, Violations

In the course of evaluating parking at certain City parking ramps and lots, staff determined it would be beneficial to efficient enforcement of parking restrictions to amend City ordinance to provide a general provision that parking, stopping or standing a vehicle contrary to a posted sign indicating limited or restricted parking is prohibited.

ORDINANCE OF THE CAPITAL IMPROVEMENTS & STREET MAINTENANCE COMMITTEE			
Amending Section 10.48.090 Annual and monthly permits			
Committee Action:		Approved 5-0	
Fiscal Impact:		Ordinance Number:	
File Number:		Date Introduced:	
02-1118		May 24, 2022	

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

Add ()
Delete ()

Section 1. That Section 10.48.090 Annual and monthly permits, is hereby amended to read as follows:

10.48.090 Annual and monthly permits.

....

(b) Permit parking is restricted in the following parking ramps as follows:

Parking ramp 2 (Jefferson Street):	Permit parking levels two through six only
Parking ramp 3 (West Mall):	Permit parking on the lower level only
Parking ramp 4 (East Mall):	Permit parking on the third and fourth levels only

....

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

Section 3. This ordinance shall be in full force and effect from and after its date of publication.

Adopted:
Approved:
Published:
Attest:

Approved:

Katie Rosenberg, Mayor

Attest:

Kaitlyn Bernarde, Clerk

CAPITAL IMPROVEMENTS AND STREET MAINTENANCE COMMITTEE

Date of Meeting: May 12, 2022, at 5:30 p.m. in the Council Chambers of City Hall.

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

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

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

Discussion and possible action on amending Wausau Municipal Code Section 10.48.090 Annual and monthly permits

Larson noted the next two items seems to be cut and dry. He believes they are lenient on parking permits with the mall not being there. Lindman agreed and stated the mall ramps are very lightly used.

Rasmussen moved to approve. Seconded by Gisselman and the motion carried unanimously 5-0.



TO: CISM COMMITTEE

FROM: MARYANNE GROAT

DATE: April 12, 2022

RE: Parking Ramp 3 and Ramp 4

The mall parking agreement specified the number of parking permits the City could sell and restricted our permit parking to specific areas within the ramps. Since the demise of the mall this parking agreement has terminated.

Removal of the table recognizes that permit parkers are free to park at all levels within these ramps. The city is currently not enforcing the existing restrictions listed in our ordinance.

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

ORDINANCE OF THE PUBLIC HEALTH & SAFETY COMMITTEE

Amending Section 8.08.010 Certain creatures forbidden (subsection (d) Exceptions).

Committee Action: Approved 5-0

Ordinance Number:

Fiscal Impact: None

File Number: 94-0825

Date Introduced: May 24, 2022

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

Add ()

Section 1. That Section 8.08.010 Certain creatures forbidden, is hereby amended to read as follows:

8.08.010 Certain Creatures forbidden. (a) Wild Animals. It is unlawful for any person to keep, maintain or have in his or her possession or under his or her control within the city any dangerous or wild animal, insect or reptile, or any other animal or reptile of wild, vicious or dangerous propensities. The prohibition of this subsection shall include any of the following animals, reptiles, or insects whether bred in the wild or in captivity, and also any of their hybrids with domestic species listed herein. The animals, reptiles or insects listed in parentheses are intended to act as examples and are not to be construed as an exhaustive list or limit the generality of each group of animals, unless otherwise specified.

...

(d) Exceptions.

...

(2) The prohibitions in subsections (b) and (c) do not apply to farm animals where such farm animals/poultry are part of agricultural fairs, shows or sales of farm animals/poultry sponsored by an agricultural organization which occur at Marathon Park and are no longer than seven days in duration; farm animals/poultry on a display for judging purposes; or a horse, pony, mule or other beast of burden in connection with a horse-drawn carriage licensed under Chapter 5.74 of the Wausau Municipal Code.

(3) The prohibitions in subsections (b) and (c) do not apply to the use of goats by the City of Wausau/Marathon County Parks, Recreation, Forestry Department utilized for vegetation control or abatement purposes within City parks.

(4) The prohibitions in subsections (b) and (c) do not apply to the display of farm animals by the City of Wausau/Marathon County Parks, Recreation, Forestry Department within a City park or on the 400 Block as part of a short term event hosted or sponsored by the department of one day or less.

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

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

Adopted:
Approved:
Published:
Attest:

Approved:

Katie Rosenberg, Mayor

Attest:

Kaitlyn A. Bernarde, Clerk

PUBLIC HEALTH & SAFETY COMMITTEE

Date and Time: Monday, May 16, 2022, at 5:15 pm, (Council Chambers)

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

Others Present: Nate Miller, Ben Bliven, Jeremy Kopp, Kaitlyn Bernarde, Mary Goede, William Hebert, Jamie Polley, Katie Rosenberg

Discussion and possible action on request to permanently amend Section 8.08.010 certain creatures forbidden (subsection (d) Exceptions). (Goats)

Jamie Polley, Parks Director, explained last year this was allowed as a temporary change to the ordinance for one year and we felt that it was fairly successful. She indicated a lot of the invasive vegetation had been cut down the winter before so we didn't see as much impact from the goats as we normally would have had we left it, but management needed to be done ahead of time because it was way out of control. She commented in talking with our farmers and city foresters, they do feel it has been successful and this year we will have more vegetation coming up. She noted in discussion with other communities she learned this is a multi-year thing because invasive species are very hard to get rid of. It may not happen every year, but the request before them is to make the change permanent so that they can continue it when we feel the need for Barker Stewart Island or other possible areas. In addition, the change to the ordinance is also about the petting zoo portion of it. She explained when we have the goats there it is nice to have a day where the community can come to see them.

Rasmussen commented the feedback she received was that it was unique and different, but also liked the fact that we were able to make an impact on invasive species without the aggressive use of pesticides/herbicides.

Motion by Diny, second by Larson to approve the request to permanently amend Section 8.08.010. Motion carried 5-0.



To: Public Health & Safety Committee
Common Council
From: Jamie Polley, Director of Parks, Recreation & Forestry
Wausau & Marathon County
Date: May 11, 2022
Re: Request to permanently amend Section 8.08.010 certain creatures forbidden
(subsection (d) Exceptions).

In 2021, the Public Health and Safety Committee as well as the City Council approved a temporary amendment to Section 8.08.010 certain creatures forbidden (subsection (d) Exceptions) for the Wausau/Marathon County Park, Recreation & Forestry Department to utilize goats on Barker Stewart Island to control Invasive Species. The invasive species on the island are very hardy and will continue to come back year after year. The utilization of goats grazing was researched and determined to be a method that is an alternative to chemical treatment and utilized by many communities.

In the summer of 2021 the PRF Department contracted with an area farmer to secure the use of goats for invasive vegetation management. This process was implemented in July of 2021. The 39 goats were present on Barker/Stewart Island for a period of approximately 3 weeks. Primary feeding consisted of invasive species such as honeysuckle and buckthorn. This feeding stressed the parent plant, however the feeding will need to be repeated to further address the abundance on invasives and manage rate of new growth.

The goats were contained to the north portion of the island (approximately 4 acres) with the use of an electric fence. Supplemental water and nutrients were provided by the farmers and park staff. The goats proved to sufficiently address the invasive plants and were also good to increase public awareness of the park. This location has never seen as many visitors as it did during the time frame in which the goats were present. It is anticipated that the park will continue to see increased use, which will also increase awareness of various bird species that inhabit the island. Utilizing the goats is also a way of educating the public about the use of goats and about invasive species. The PRF Department would continue to hold a one day special event near the island or on the 400 Block. The event may include a few goats that the public could touch and see up close. The farmers would be present for this event.

Staff has already been in contact with the farmer and the goats are available to return to the island again in July 2022. It is recommended that we continue to utilize the goats to control invasive species on the island and it may take a few years, we are therefore requesting for the change to Section 8.08.010 certain creatures forbidden (subsection (d) Exceptions) be a permanent change. This will allow staff to continue this effort without coming back to the PH&S and City Council each year.

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

Reconsideration: May 24, 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

To: Common Council
From: Liz Brodek, Development Director
Date: May 24, 2022
Re: Former Mall Site Investment Timeline



The Wausau Center Mall area has been a significant and important property in our city for generations. When malls were becoming the economic drivers of America, the City of Wausau had the foresight to locate its mall in the heart of its downtown to help ensure that the city's locally owned businesses would not deteriorate as customers flocked to the new indoor retail destinations. To locate in that area, the city made a significant investment and razed eight blocks of blighted buildings. The City retained ownership of the land and leased it to the mall. When the mall opened in 1983, it became a regional retail destination, drawing people from a two-hour-drive radius to shop and recreate in the heart of our city. Location was so important, the downtown was sometimes referred to as the mall's "fourth anchor" tenant. This property remains as vital to the city's success as it was decades ago. Investments in the mall site over the years spurred additional investments in the immediate area on Third Street and the 400 Block. Google Maps still uses the former mall location as the destination for "Wausau, WI."

The mall began encountering financial troubles when malls around the country did. Revenue began to fall amid the recession in 2008. The following is a timeline that recites the milestones leading up to the mall's closure and some recent updates:

Penney's closed 2014

- Two tax pins for this site: one that consists of ramp and truck access space (owned by the City, which has no taxable land value as it is owned by the City), the other for the building that sits in air rights (tax pin must be attached to land, so the ramp anchors the pin that includes the building that sits atop it in the air rights)
- Because of tax litigation in 2015 (in which every anchor tenant was involved), the building dropped \$3 million in value and the land value was removed
 - o Because the City owns the ramp, that land is still exempt
 - o WOZ bought the building in 2020 as part of the original development agreement
 - o WOZ is paying \$50,933.37 in taxes for 2021

Sears Closed 2016

- City purchased in November 2016 for \$650,000. Because of this purchase this parcel became totally exempt from taxation in 2017
 - o Land was already off tax rolls from 2015 due to tax litigation
- The city was not able to collect taxes on this parcel until 2021 when WOZ bought in January 2020 and started paying taxes in 2021
- WOZ is paying \$63,021.90 in taxes for building and land for 2021

Younkers Closed 2018

- This building was never off the tax rolls (assessed for personal property for the building)
- Land value was removed in 2015 because of tax litigation
- HOM Furniture came into the space in 2019. There was no City participation in that purchase
 - o Personal property taxes have been charged to HOM for the building since they opened. In 2021, that amount was \$101,849.67

- When WOZ became the owner and the City relinquished the land, the real estate parcel was assessed as land and building on leased land
- WOZ is paying \$38,051.34 in taxes for 2021

Mall closed in **2020**

- Land value was removed from the main mall parcel in 2015 because of tax litigation even though this property was not a party to the litigation.
- The mall's building value was nosediving from \$21 million in 2014 to \$6.9 million in 2020
- When WOZ bought the property, the land value came back to \$3.4 million assessment which brought the total assessment for the entire property up by the same amount
- WOZ is paying \$237,958.29 in taxes for 2021
 - o 2021 taxes included the mall building which has since been demolished
 - o 2022 taxes, which will not include the mall building (only the land and slab) will be approximately \$87,000

In **July 2019**, the entity running the mall, Rialto Capital Management, decided to put it up for sale in a sealed-bid auction. There were multiple bidders, but none presented a concept that would be appropriate for the location or added to the downtown economy. Some proposed uses were a playzone model using defunct malls, camper storage, and an indoor go-cart track.

Former Development Director Chris Schock put together a committee to generate interest in the mall redevelopment and pursued many local companies to retain local ownership of this key downtown location. The mall's current owner at the time proposed a refinance of approximately \$26 million (city contribution plus County sales tax) to tear down the mall and make it a strip mall, which would not have generated significant new property value.

Two local foundations became concerned about the implications of the sale, or the possibility of the building sitting vacant. The Judd S. Alexander Foundation and Dwight and Linda Davis Foundation came together to protect an asset to the city by purchasing it to hold for redevelopment; the property was not purchased as an investment. Holding properties for redevelopment has been a common practice of the Judd S. Alexander Foundation since the 1980s and has resulted in several pivotal developments in the city.

In **late summer/early fall 2019**, the directors of the Judd S. Alexander Foundation and Dwight and Linda Davis Foundation approached Attorney Joe Mella about a partnership to acquire the mall, which is on one of Wausau's two Opportunity Zones. Attorney Mella assisted the foundations in forming Wausau Opportunity Zone (WOZ). To exercise any Opportunity Zone advantages, the entity had to form under Chapter 180 of the Wisconsin State Statutes, making it a for-profit entity. To allow the foundations to contribute to the WOZ entity, it needed a relationship to a nonprofit (the foundations can only donate to a nonprofit), and WOZ became a fully-owned subsidiary of the newly-named Greater Wausau Prosperity Partnership (GWPP), a nonprofit which was formerly the Wausau Region Chamber Foundation.

The foundations put in \$2 million and worked with the City to contribute \$1 million on the sealed-bid auction. WOZ won the auction in **late 2019**.

The City and WOZ entered into a Development Agreement in **January of 2020** to purchase the mall. When WOZ bought the mall, they retained the same mall management company that had been working on the property. The group intended to continue operating the mall for some time to allow time to plan for redevelopment. The original Development Agreement included provisions that allowed the mall to continue operating in the black. Some highlights from the original Development Agreement include:

- \$1,000,000 forgivable loan to buy the property
 - o From TID 8
- TID grant of seven annual installments of \$327,000/year subject to CPI inflation
 - o Paid from TID 8
- Environmental indemnity
- Purchase option on both parking ramps for \$1 each exercisable anytime until 2050

Forty-five days after closing, in **March 2020**, the mall closed temporarily due to Covid. It was allowed to re-open in **June or July of 2020**, but some retailers did not re-open. By **August 2020**, it became clear that the mall was no longer feasible to operate. Because of the prior downside and new closures due to Covid, WOZ decided to accelerate the redevelopment timeline from seven years to 24 months. Over the next six months, all existing tenants left the premise, and the last tenant left in **March 2021**.

The First Amendment to the Development Agreement was executed in **January 2021** to reflect the revised redevelopment timeline. Some highlights from that agreement include:

- Released Parking Lot 2 (Sears) from the purchase option
- Upfront TID Grant of \$3,500,000.
 - o The City's seven annual payments of \$327,000 to WOZ (a total of \$2,289,000) ceased
 - o This amount covers demolition, environmental work, and HOM façade renovation (because that part of the building was never intended to be exposed to outdoor elements)
 - o Each draw request needed to be submitted to the City for approval in advance of payment
 - o To date, the City has paid \$1,343,000 of the anticipated \$3.5 million
 - o Payments are coming from TID 12
 - o The balance of the TID Grant was carried over to the 2022 budget
- WOZ will dedicate 95,000 sq ft to ROW (valued at \$15/sq ft = \$1,425,000)
- The \$1 million forgivable loan was no longer completely forgivable. The repayment amendment springs when ROW dedication occurs:
 - o WOZ repays \$660,000 of the loan by \$110,000 per year starting the calendar year after the ROW dedication occurs

This amendment was entered into with the plan that ROW dedication and road construction would start in the **summer of 2021**. WOZ bought the building “as is” and was aware of possible contamination on the site. But because it was an operating mall, due diligence could not be performed prior to closing. When demolition began, WOZ was able to perform environmental testing and found contamination was found in the soil. The City assumed liability for the soil contamination as had been negotiated in the original development agreement.

Through the **summer of 2021**, Chuck Ghidorzi, who was hired as the managing director of WOZ, hired Epstein Ewing to develop a plan and REI for the plat. Mr. Ghidorzi was also soliciting interest from developers who would be interested in projects within the redevelopment plan.

The preliminary plat was submitted to Plan Commission and was approved by this Common Council in **spring 2022**. WOZ and City staff are continuing to work through the final plat and street designation and design.

The Second Amendment is before you today, **May 24, 2022**. That amendment cleans up title to the property so WOZ is able to sell land to a developer. Some highlights of the amendment include:

- 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 a new total of 130,119 sq ft (at \$15/sq ft = \$1,951,785) 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.

The Second Amendment must be approved to begin the next steps in the redevelopment process so that the developer(s) WOZ works with can hold title to property that they will buy and develop.

The longer this land sits vacant, the worse is the situation for the surrounding area which includes many locally-owned businesses. Vacancy and stagnation negatively impact surrounding property owners. Our downtown real estate continues to feel negative impacts from Covid in the form of significantly reduced personnel in offices, which makes up the bulk of our downtown occupancy. The downtown has already lost approximately 400 office workers. This development not only replaces a significant number of those people, but in the form of residents who tend to be more engaged with the area they live and are needed for a viable downtown economy. The proposed investments in Block 4 are significant, raising the tax base approximately \$500,000, which benefits the entire city. The development of Block 4 starts the momentum of building something great downtown again. And there are four additional developable blocks that will continue to add to the momentum, vibrancy, and tax base. This area supports not just the core of our community but our regional economy and helps define our regional identity.

To summarize public and private investments, a table of investments to date and speculative future investments are laid out below.

Investments and Obligations to Date

	City/Public	WOZ/Private
Sears purchase (2016, from levy)	\$650,000	
Mall purchase (2020 from TID 12)	\$1,000,000	\$2,000,000
Operational loss support (2020)	\$327,000	
Operational loss termination (2021)	-\$327,000	
Demolition & associated costs (to date)	\$1,342,920.83	
Street Design	\$99,000	
Taxes (2021)	N/A	\$389,964.90
Additional expenses	Legal fees to be added	\$2,048,035.10
TOTAL	\$3,091,920.83	\$4,438,000

Future investments

	City/Public	WOZ/Private
HOM facade	<i>TBD – accounted for in \$3.5m TID Grant in Amendment 1, carried in to 2022 budget, remaining draw amount is \$2,157,079.17</i>	<i>TBD</i>
Street dedication		\$1,951,785
Loan repayment		\$660,000
Professional fees	<i>TBD (legal)</i>	<i>\$350-450,000/yr x 3-4 years</i>
Environmental	<i>Approx. \$200-250,000</i>	
Street design and construction including storm sewer, retention, and all amenities in ROW	\$2,677,500	
Block 4	<i>TBD</i>	<i>\$20-40 million</i>
Taxes		
Pre-Block 4 development, 2021 with building	N/A	\$389,964.90
Pre-Block 4 without building, land only	N/A	Apprx. \$87,000
Post-Block 4 development, assuming \$20 million construction	N/A	Apprx. \$502,600
Blocks 1, 2, 3, and 5 developments		<i>TBD, if projects average \$20 million in construction each = approx. \$2.5m</i>
TOTAL	\$5,034,579.17-5,534,579.17	\$4,640,749.90-\$45,390,749.90

*Note items in italics are estimates and largely unknown at this time.



TO: COMMON COUNCIL

FROM: MARYANNE GROAT

DATE: May 20, 2022

RE: Parking Financial Results

Below is some general information regarding the financial aspects of parking operations in the downtown. The City accounts for parking activities in a separate fund. Revenues from parking consist of hourly and monthly parking, all parking citations issued annually along with any other miscellaneous revenues. As you can see from the chart below revenues have dropped dramatically. Major decreases are due to large and small employers leaving the downtown, the closing of the mall and the termination of the parking maintenance fees historically paid by the mall and the decrease in parking citations revenue.

Expenses have also declined due to the move to LED lighting, and the elimination of parking staff. The average loss from operations is \$244,000. This loss is funded by property taxes or transfers from the General Fund. Parking capital outlay is either levy or tax increment funded.

	Parking Activity							
	2014	2015	2016	2017	2018	2019	2020	2021
Receipts from customer parking and citations	\$ 1,065,810	\$ 1,051,796	\$ 972,865	\$ 940,782	\$ 1,027,504	\$ 985,060	\$ 591,698	\$ 518,243
Payments to suppliers and employees	(995,287)	(945,195)	(937,606)	(1,045,884)	(972,072)	(934,812)	(666,523)	(617,516)
Payments to employees	(182,751)	(187,399)	(251,940)	(270,756)	(292,616)	(313,849)	(212,435)	(275,507)
Cash loss from operations	(112,228)	(80,798)	(216,681)	(375,858)	(237,184)	(263,601)	(287,260)	(374,780)
Capital Outlay	(72,684)	(950,233)	(171,210)	(136,994)				
Property Tax Levy - Operations	224,000					50,000	105,108	150,000
Property Tax Levy - Capital		950,233	172,710	136,994				
Transfer In - General Fund						200,000	250,000	
Net change in cash	\$ 39,088	\$ (80,798)	\$ (215,181)	\$ (375,858)	\$ (237,184)	\$ (13,601)	\$ 67,848	\$ (224,780)

Eric Lindman also provided about the McClellan Ramp capital study as a point of reference. The demolition of the ramp is estimated at \$895,000 and a five-year capital plan for this ramp recommends \$330,000 of maintenance.

The 2022 budget includes \$156,287 of operational and \$280,000 of capital financial support.

March 3, 2021

Mr. Allen Wesolowski, PE
City of Wausau
Wausau City Hall
407 Grant Street
Wausau, WI 54403-4783

Re: Walkthrough Condition Review & Demolition Budget
McClellan Street Ramp
Wausau, Wisconsin
Walker Project No. 21-004751.00

Dear Mr. Wesolowski:

It is our understanding that the City has a set a limited useful service life of 5-years (2021-2025) for the McClellan Street Ramp. In December of 2020, Walker performed a walkthrough review of the ramp to observe structural conditions and identify limited repairs or waterproofing actions in order to reduce fall hazards and leaking of the facility.

Additionally, we have developed conceptual costs related to ramp and skyway demolition, adjacent building modifications, and site restoration in preparation for the removal of the facility.

The following is a summary of our findings.

FACILITY DESCRIPTION

The McClellan Street Ramp was built in 1975-76 and is constructed of pre-topped, precast double tees, supported by precast inverted tee beams, ledger beams, columns and spandrel panels. It has parking capacity for ±356 passenger vehicles. Various repair programs have been made to the structure over the years, however, widespread deterioration exists at double-tee flanges and stems, inverted tee beams, columns and ledgers, and façade elements.

Most recently, in 2016, Walker performed a Condition Appraisal of the ramp and developed a 10-year budget forecast that identified approximately \$781,700¹ repair and maintenance actions. In 2017, a limited repair and waterproofing project was performed. subsequently, in 2018 and 2019, safety-related repairs at the ramp were performed at the request of the City which generally consisted of patching of open spalls on floor surfaces and failed/missing/leaking tee to tee joint sealant replacement at the top exposed level.

¹ Figure is in 2016 dollars.

INTRODUCTION

The following report is intended to provide the City with a report of Walker's visual observations of the supported concrete floor slabs and beams, ceilings, columns, walls, stair and stair/elevator (as applicable) towers, façade, expansion joints and sealants. The following report discusses our observations of conditions within the structure.

Bold and italicized text designates repair recommendations. We define condition terms used in the report below. Please note that when terms are applied to an overall system, certain portions of the system may be in a different condition.

Excellent: Item is in "as new" condition requiring no rehabilitation and should perform in full accordance with its useful expected life.

Good: Item is sound and performing its function, although it may show signs of normal wear and tear. Some incidental rehabilitation work may be recommended.

Fair: Item is performing adequately at this time but exhibits deferred maintenance, substandard workmanship, and evidence of previous repairs, are obsolete, or are approaching the end of its typical useful expected life. Repair, replacement, or maintenance is necessary to prevent further deterioration, or to prolong its useful life.

Poor: Item has either failed or cannot be relied upon to continue performing its original function. Present condition could contribute or cause the deterioration of other adjoining elements or systems. Repair or replacement may be required.

OBSERVATION SUMMARY

During the course of our visual observation of this parking facility on December 11, 2020 we did not observe any conditions that would restrict the structure from its intended use. Based on our observations the structure is generally observed to be in fair to poor condition, with isolated elements such as double tee flanges and stems exhibiting areas in generally poor condition.

Corrosion of embedded reinforcement can adversely affect the structural integrity and serviceability of the floor slab/precast double tees. Hidden or latent conditions may exist in this facility, which have not yet revealed themselves through visual evidence. The following is a summary of conditions noted during our walkthrough review:

1. Small (1/4 s.f. or less) full depth holes through floors were noted at isolated locations. These holes are located at the perimeter pour strips at tee-to-tee joints and are most likely due to severe freeze-thaw deterioration in the pour strip concrete, failed joint sealants, and spalled tee flange concrete. These will continue grow in size over time and may become potential trip hazards.

Repair full depth holes in the floor.

2. Floor slab spalls/delaminations (in precast double tee flanges and cast-in-place pour strips), freeze-thaw deterioration, cracks and rust stains were noted throughout the exposed areas of Levels 3 and 4. Floor delaminations were noted at isolated locations throughout the remaining supported floors.

Repair delaminated floor area adjacent to tee-to-tee joint sealants. Repair spalls due to being a potential trip hazard.

3. Floor spalls in the slab-on-grade level were observed at isolated locations.

Repair spalls due to being a potential trip hazard.

4. Isolated concrete cracks and delaminations/spalls were observed in the precast tee stem near the end bearing area. Rust staining and delaminations in tee stems were noted below leaking or previously leaking tee to tee flange joints and cove joints above.

Remove delaminated concrete overhead immediately to reduce the hazard of falling concrete. Monitor tee stems and repair as directed by the Engineer.

5. Small and isolated ceiling delaminations were observed along tee flange joints primarily at flange connectors.

Remove unsound concrete and delaminated overhead immediately to reduce the hazard of falling concrete. Repair as directed by the Engineer.

6. Isolated delaminations were observed in precast concrete "L" beam ledges near precast tee stem bearing area.

Remove unsound concrete and delaminated overhead immediately to reduce the hazard of falling concrete. Repair delaminated "L" beam concrete as directed by the Engineer.

7. Column delaminations and column haunch delaminations were observed at isolated locations.

Remove unsound concrete and delaminated overhead immediately to reduce the hazard of falling concrete. Monitor column and haunch delaminations and repair as directed by the Engineer.

8. Adhesive joint sealant failure of tee-to-tee joints was observed throughout with isolated missing sealants at the top exposed level. Active leaks and rust stains were observed at most all joints at the top exposed level. Leaking joint sealants contribute to corrosion induced deterioration of the structural members below the leaking. Also, leaking joints at top level is an inconvenience to patrons and if freezes on level below is a potential slip hazard.

Remove and replace failed tee to tee joint sealants. Note floor repairs adjacent to tee joints need to be performed prior.

9. Cove sealants at horizontal/vertical intersections were noted with isolated failures throughout and damaged at the top level. Isolated leak stains were noted below the top exposed level.

Replace leaking cove joint sealants.

10. Moderate to heavy corrosion to floor drain pipes, hangers, drain basins, and risers were noted at isolated locations.

Monitor drains, pipes and risers.

11. Broken drain grates were observed at isolated locations. Broken grates are potential trip hazards.

Replace broken drain grates.

12. Moderate to severe corrosion of surface mounted electrical conduit was noted at isolated locations primarily below leaking or previously leaking tee joints.

Monitor and replace severely corroded sections of electrical conduits as needed.

13. Moderate to severe corrosion to hollow metal doors (bottom 12") were observed at the north central stair tower.
14. Foundation wall spalls/delaminations were observed at isolated locations primarily at the west and south elevations.
15. A cursory review of the lights, electrical panel, elevator and elevator equipment was performed, and it was noted that all were generally functioning. However, many systems are substantially aged and/or antiquated and likely do not function as efficiently or safely as modern systems.
16. Weathered and failed exterior wall joint sealants were observed throughout the top level.

RAMP DEMOLITION

The demolition of the McClellan Street Ramp would need to consider proper termination of all electrical and mechanical services, demolition and proper disposal of all precast concrete elements, cast-in-place concrete walls, foundations and slabs, reinforcing steel, skyway, structural steel, and other miscellaneous items, such as, elevator and equipment, glass, metal doors and frames, lights, electrical conduits and wires, electrical panels, pipes, etc.

Removal of the skyway across 2nd Street would also require façade repairs to adjacent building to restore the building envelope (glazing/wall system). Further, site stabilization to restore the vacant site following building removal is necessary.

To account for these needs, we have developed a conceptual program budget that includes the following:

- Complete removal of precast superstructure, including internal stairs, and plumbing/electrical/mechanical systems.
- Excavation and complete removal of concrete shallow foundations and walls
- Backfill of removed foundations, re-compaction of on-site soils and fill as needed to grade the site level with adjacent street grades
- Rough grading and establishment of seed/turf on vacated site
- Replacement of adjacent sidewalks to match existing disturbed by building demolition
- Removal of southeast stair/elevator tower
- Removal of skyway spanning 2nd Street
- Restoration of opening in adjacent bank building to restore building enclosure at removed skyway.

Please refer to the enclosure for additional detail.

RECOMMENDATION

It is our understanding that the City anticipates demolition of the McClellan Street Ramp by 2026 and our recommendations are based on maintaining a safe structure through 2025. It is not our intent to restore the structure but get it safely to the finish line. To accomplish this Walker recommends annual (starting in 2021) repairs consisting of floor slab spalls (potential trip hazards), replacing failed and leaking floor slab joint sealants, repair all floor slab spalls, repair delaminated floor slabs adjacent to joint sealants only, and remove delaminated vertical and overhead concrete. In addition, we recommend an annual walkthrough review to identify items in need of repair for each year. Current recommendations do not include other structural element repairs, such as, columns, haunches, tee stems or “L” beams, but these would be evaluated each year to determine repair needs for these structural elements to maintain a safe structure. Below is a 5-year budget plan and demolition budget.

5-Year Budget Plan

2021	\$211,000
2022	\$ 30,000
2023	\$ 30,000
2024	\$ 30,000
2025	\$ 30,000

Demolition Budget

Costs associated with demolishing the existing parking ramp structure, skyway and stair/elevator towers and rough grading of the site were developed. A conceptual program costs for these activities, including anticipated soft costs, is \$894,560. Further detail is provided in the enclosure.

LIMITATIONS

Walker Consultants has not performed a structural review to verify the structural adequacy of the original design as this is not within the Scope of Services. During our review we did not observe deterioration to be indicative of inadequate original structural design or construction.

It should be noted that a review of the facility for compliance with Americans with Disabilities Act (ADA) requirements was not part of the scope of this project. However, whenever significant repair, rehabilitation or restoration is undertaken in an existing structure, ADA design requirements may become applicable. Similarly, we have not reviewed or evaluated present and subsequent mitigation of all hazardous materials including but not limited to, mold, lead, asbestos and PCB.

If we can be of further assistance or answer any questions, please call me.

Sincerely,

WALKER CONSULTANTS



Richard J. Elsner
Restoration Consultant



Carl L. Schneeman
Director of Operations | Principal

Enclosure: *Opinion of Probable Construction Costs: McClellan Street Ramp - 2021*
 Conceptual Program Cost: McClellan Ramp Demolition



**Opinion of Probable Construction Costs
McClellan Street Ramp - 2021**

WORK ITEM	DESCRIPTION	UNITS	EST. QNTY.	ESTIMATED UNIT PRICE	PROBABLE COST
1.0	GENERAL REQUIREMENTS				
1.1	Project Mobilization 12%	L.S.	1	12%	\$ 20,000.00
3.0	CONCRETE FLOOR REPAIR				
3.1	Floor Repair - Tee Flange - Partial Depth	S.F.	1,430	\$ 60.00	\$ 85,800.00
3.3	Floor Repair - Tee Flange - Full Depth	S.F.	430	\$ 100.00	\$ 43,000.00
3.8	Floor Repair - Slab On Grade	S.F.	20	\$ 50.00	\$ 1,000.00
3.7	Floor Repair - Pour Strip Concrete	S.F.	100	\$ 50.00	\$ 5,000.00
11.0	CRACK AND JOINT REPAIR				
11.2	Construction Joint Sealant - Replace	L.F.	4,300	\$ 7.00	\$ 30,100.00
Total =					\$ 185,000.00
Contingency 10% =					\$ 19,000.00
Engineering Fees =					\$ 7,000.00
Grand Total =					\$ 211,000.00

Notes:

1. Construction costs are in 2020 dollars and based on a normal daytime work week, one construction season and historical data of similar types of work.
2. Cost may vary due to time of year, local economy or other factors.

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2/23/2021

Project #21-4751.00

PROGRAM SUMMARY

1. Complete removal of parking ramp structure
2. Includes removal of shallow foundations (est. 5 to 7 ft. below grade)
3. Precast structure to be dismantled and crushed onsite.
4. Replacement of side walks along McClellan, 1st & 2nd included.
5. South parking lot to remain as-is.
6. No earth retention/excavation bracing included.
7. All figures are presented in 2021 dollars.

No. Parking Stalls	356 cars
Area	
Slab on Grade	28,040 SF
Supported Floors	102,920 SF
Total Area	130,960 SF

Division	Description	Qty	Unit	Unit Cost	Extension	Notes
01	General Conditions				\$ 54,760	
	Mobilization / General Conditions	1	%	8%	\$ 54,760	
02	Site Construction				\$ 595,100	
	Excavation & Fill	5,529	CY	\$ 15.00	\$ 83,000	excavation, recompaction of onsite matls.
	Demolition - Structural Slabs / Beams	102,920	SF	\$ 2.00	\$ 205,900	PC DTs, beams, façade, and Stairs 2-4
	Demolition - Stair 1	2,460	SF	\$ 10.00	\$ 24,600	
	Demolition - Skyway	61	LF	\$ 1,250	\$ 76,000	
	Demolition - Grade Slab	28,040	SF	\$ 4.00	\$ 112,200	removal of exist. 5" SOG
	Site Paving - New Sidewalks / Turf	9,710	SF	\$ 6.00	\$ 58,300	replacement of ROW walks/landscape
	Site Restoration - unpaved	28,040	SF	\$ 1.25	\$ 35,100	seed/turf establishment
03	Concrete				\$ 1,800	
	Skyway Patching	12	SF	\$ 150	\$ 1,800	office tower floor patching
06	Wood, Plastics & Composites				\$ 7,600	
	Misc. Carpentry	150	SF	\$ 25	\$ 3,800	
	Openings / Blocking	150	EA	\$ 25	\$ 3,800	
07	Thermal & Moisture Protection				\$ 5,000	
	Sealants	1	LS	\$ 5,000	\$ 5,000	misc. exterior repair
08	Openings				\$ 13,500	
	Vestibules / Storefronts	150	SF	\$ 90	\$ 13,500	windows/cladding at adj. bank building
09	Finishes				\$ 1,900	
	Misc. Interior Paint	1	LS	\$ 350	\$ 400	interior restoration
	Ceilings	100	SF	\$ 15	\$ 1,500	interior restoration
14	Conveying Equipment				\$ 6,300	
	Elevator - MRL	5	STOPS	\$ 1,250	\$ 6,300	decommissioning
15	Mechanical				\$ 20,500	
	Demolition - Plumbing	102,920	SF	\$ 0.15	\$ 15,500	disposal of piping / insulation
	Selective Demolition - Fire Suppression	1	LS	\$ 5,000.00	\$ 5,000	allowance for modification at adj. bank
16	Electrical				\$ 32,800	
	Demolition - Lighting	130,960	SF	\$ 0.25	\$ 32,800	disposal of fixtures
SUBTOTAL					\$ 739,260	
	Architecture / Engineering	1	%	5%	\$ 37,000	
	Testing / Inspections	1	%	1%	\$ 7,400	
	Contingency	1	%	15%	\$ 110,900	
TOTAL					\$ 894,560	
					Total Cost (by Area) \$	6.83 /SF
					Total Cost (by stall) \$	2,513 /space

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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.

To: Economic Development Committee
From: Liz Brodek, Development Director
Date: April 6, 2022
Re: Second Amendment to WOZ Development Agreement



This Second Amendment to the City's Development Agreement with Wausau Opportunity Zone (WOZ) is coming before this Committee today because WOZ is trying to clean up title to the property as they prepare for redevelopment. There are no specific developments being proposed at this time.

Before the Common Council can consider approving this Second Amendment to the Development Agreement, there are several entities that will need to repeal various interests in the property, including Wausau Water Works (WWW), Transit Commission, and the Community Development Authority (CDA). Department staff is aiming to get this Second Amendment to the Development Agreement considered before Council at the earliest opportunity, which we anticipate being May 10, 2022. While all entities that must repeal their interests prior to Council consideration were slated to meet in April, the election cycle complicated these regular meetings as new Council members are seated April 19, 2022, and appointments take place a week afterward. WWW meets April 6, 2022, immediately following this Economic Development Committee meeting. The CDA just arranged a Special Meeting on April 12, 2022. Staff has been in communication with the Transit Director and Commission Chair about arranging a special meeting. We are working for every entity to meet in April to ensure that the Second Amendment to the WOZ Development Agreement can be considered at Common Council on May 10, 2022.

Some provisions of note in the Second Amendment to the Development Agreement with WOZ:

- 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.

To ensure all interests and concerns were addressed, the Second Amendment to the WOZ Development Agreement has been vetted by various departments at the City and WOZ since late January.

Staff recommends that the City approve the Second Amendment to the WOZ Development Agreement.

**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

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

Approving and Adopting the Budget for American Rescue Plan Coronavirus State and Local Fiscal Recovery Fund Funded Projects – Fiber Connection Project

Committee Action: Approved 5-0

Fiscal Impact: \$140,000

File Number: 21-1109A

Date Introduced: May 24, 2022

FISCAL IMPACT SUMMARY

COSTS	<i>Budget Neutral</i>	Yes ☒ No ☐	
	<i>Included in Budget:</i>	Yes ☐ No ☒	<i>Budget Source: ARPA funding</i>
	<i>One-time Costs:</i>	Yes ☒ No ☐	<i>Amount: \$140,000</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: \$140,000</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, the City of Wausau will be receiving approximately \$15 million in American Rescue Plan Act (ARPA) Funds in two payments, and

WHEREAS, while the US Treasury has issued Final Rules regarding reporting and eligible uses; and

WHEREAS, the Rules specify that funds must be used for costs incurred on or after March 3, 2021 and obligated by December 31, 2024, and expended by December 31, 2026; and

WHEREAS, in 2021 the City heard testimony and conducted a listening session on potential uses for the funds; and

WHEREAS, the Common Council appropriated \$2,991,370 to date for the projects and activities noted on Exhibit A

WHEREAS, your Finance Committee has developed a rolling application process and rating matrix to consider project and funding requests; and

WHEREAS, your Finance Committee has completed its ranking and recommends the following project:

Fiber Connection Project \$140,000

WHEREAS, the project is eligible for ARPA funding under the Revenue Replacement: Government Services category, and

WHEREAS, your Finance Committee recommends the following budget modification to adopt a multi-year budget to reflect this ARPA spending plan;

Increase Expense	158-158798463	Fiber Projects	\$140,000
Increase Revenue	158-158782390	Federal Grants	\$140,000

NOW THERE BE IT RESOLVED, by the Common Council of the City of Wausau that the proper City officials are hereby authorized and directed to modify the 2022 Budget as outlined above.

BE IT FURTHER RESOLVED, that the proper City officials are directed to encumber funds and complete the projects and purchases in accordance with the American Rescue Plan Coronavirus State and Local Fiscal Recovery Fund

Approved:

Katie Rosenberg, Mayor

EXHIBIT A

			3. Services to Disproportionately Impacted Communities		6. Revenue Replacement: Government Services	
	1. Public Health	2. Negative Economic Impacts		5. Infrastructure		Total
Landmark Project		\$ 350,000				\$ 350,000
2022 Budget:						
Public Access Server for Closed Caption			49,224			49,224
Internet Firewall Replacement					33,800	33,800
Core Switch Replacement					50,000	50,000
Financial ERP Software Replacement					850,000	850,000
Drinking Fountain Replacement Parks	81,000					81,000
2022 Resolutions						
Temporary Water Supplies					230,000	230,000
PFAS Pilot Study				240,375		240,375
LED Street Lighting Conversion					881,971	881,971
Skate Park		225,000				225,000
Obligated	\$ 81,000	\$ 575,000	\$ 49,224	\$ 240,375	\$ 2,045,771	\$ 2,991,370

FINANCE COMMITTEE

Date and Time: Tuesday May 10, 2022 @ 5:30 pm., Council Chambers

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

Others Present: Maryanne Groat, Bob Barteck, Liz Brodek, Randy Fifrick, Anne Jacobson, Eric Lindman, Gerry Klein, Mary Goede,

Discussion and possible action regarding ARPA status, ARPA funding requests and related budget modification

Rasmussen stated these are the results of the rankings the committee did last week: CCITC Fiber Project scored 62, EEC Request direct impact from the pandemic scored 58.5, Additional Firefighters to seed positions scored 54.75, and Fire Land Acquisition scored 39.5.

Sarah Watson questioned if some of the funds for the Fiber Project could come from the Infrastructure Jobs Act (IJA). Gerry Klein, CCITC Director, stated he had not seen anything at the state level about it yet. He indicated he would like to put it out for bid this summer and do it this fall, if possible. Groat indicated she could check with the state to see if they have any information on the status of those infrastructure funds, as well as reach out to the League of Municipalities.

Michael Martens commented he would like to see the land acquisition for Fire come to CIP first and hold on the firefighters right now until they recruit, and we are ready to make the financial commitment.

Chief Bob Barteck stated currently there are two open positions in the department, and we are conducting interviews next week of two individuals. He stated if we are approved for this request, we will run a summer posting trying to target students coming out of graduation to have the first three. He stated for the other nine firefighters he was optimistic for Federal funding for the first three years under the SAFER Grant.

Motion by Watson, second by Martens to fund the Fiber Project and the EEC Request and hold on the other requests for future consideration.

Doug Diny questioned if the Chief were to find three good recruits tomorrow this request could be put on the fast track. Rasmussen indicated it could come back to the next meeting, if necessary. Groat noted every time the committee is considering requests, they can always reconsider previously unfunded ones.

Vote was taken on the motion on the floor. Motion carried 5-0.

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

RESOLUTION OF THE FINANCE COMMITTEE

Approving and Adopting the Budget for American Rescue Plan Coronavirus State and Local Fiscal Recovery Fund Funded Projects – Entrepreneurial and Education Center

Committee Action: Approved 5-0

Fiscal Impact: \$84,100

File Number: 21-1109B

Date Introduced: May 24, 2022

FISCAL IMPACT SUMMARY

COSTS	<i>Budget Neutral</i>	Yes ☒ No ☐	
	<i>Included in Budget:</i>	Yes ☐ No ☒	<i>Budget Source: ARPA funding</i>
	<i>One-time Costs:</i>	Yes ☒ No ☐	<i>Amount: \$84,100</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: \$84,100</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, the City of Wausau will be receiving approximately \$15 million in American Rescue Plan Act (ARPA) Funds in two payments, and

WHEREAS, the US Treasury has issued Final Rules regarding reporting and eligible uses; and

WHEREAS, the Rules specify that funds must be used for costs incurred on or after March 3, 2021 and obligated by December 31, 2024, and expended by December 31, 2026; and

WHEREAS, in 2021 the City heard testimony and conducted a listening session on potential uses for the funds; and

WHEREAS, the Common Council appropriated \$2,991,370 to date for the projects and activities noted on Exhibit A

WHEREAS, your Finance Committee has developed a rolling application process and rating matrix to consider project and funding requests; and

WHEREAS, your Finance Committee has completed its ranking and recommends the following project:

Entrepreneurial and Education Center \$84,100

WHEREAS, the project is eligible for ARPA funding under the category of Public Health Negative Economic Impact – Assistance to Non-Profits; and

WHEREAS, your Finance Committee recommends the following budget modification to adopt a multi-year budget to reflect this ARPA spending plan;

Increase Expense	158-158997568	Grant - EEC	\$84,100
Increase Revenue	158-158782390	Federal Grants	\$84,100

NOW THERE BE IT RESOLVED, by the Common Council of the City of Wausau that the proper City officials are hereby authorized and directed to modify the 2022 Budget as outlined above.

BE IT FURTHER RESOLVED, that the proper City officials are directed to encumber funds and complete the projects and purchases in accordance with the American Rescue Plan Coronavirus State and Local Fiscal Recovery Fund

Approved:

Katie Rosenberg, Mayor

EXHIBIT A

ARPA FUNDING						
	1. Public Health	2. Negative Economic Impacts	3. Services to Disproportionately Impacted Communities	5. Infrastructure	6. Revenue Replacement: Government Services	Total
Landmark Project		\$ 350,000				\$ 350,000
2022 Budget:						
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Obligated	\$ 81,000	\$ 575,000	\$ 49,224	\$ 240,375	\$ 2,045,771	\$ 2,991,370

FINANCE COMMITTEE

Date and Time: Tuesday May 10, 2022 @ 5:30 pm., Council Chambers

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

Others Present: Maryanne Groat, Bob Barteck, Liz Brodek, Randy Fifrick, Anne Jacobson, Eric Lindman, Gerry Klein, Mary Goede,

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Doug Diny questioned if the Chief were to find three good recruits tomorrow this request could be put on the fast track. Rasmussen indicated it could come back to the next meeting, if necessary. Groat noted every time the committee is considering requests, they can always reconsider previously unfunded ones.

Vote was taken on the motion on the floor. Motion carried 5-0.

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

ORDINANCE OF PUBLIC HEALTH & SAFETY COMMITTEE			
Amending Section 5.63.010 Intent and purpose, 5.63.020 Definitions, Section 5.63.030 Permit required, Section 5.63.060 Sidewalk café standards, 12.44.040 Exceptions,			
Committee Action:		Approved 5-0	
Fiscal Impact:		Ordinance Number:	
File Number:		01-0832	
Date Introduced:		May 24, 2022	

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

Add ()

Delete (———)

Section 1. That Section 5.63.010 Intent and purpose, is hereby amended to read as follows:

5.63.010 Intent and purpose.

The City of Wausau supports a vibrant central business district and recognizes the social and economic benefit in allowing certain activities to take place within the public right-of-way. Such uses include sidewalk cafes and other obstructions including, but not limited to self-supporting signs, sandwich board signs, canopies, works of art, planters, potted plants, statues, and other similar types of object. Specifically, the City finds and determines:

....

Section 2. That Section 5.63.020 Definitions is hereby amended to read as follows:

5.63.020 Definitions.

The following definitions shall apply in the interpretation and enforcement of this chapter.

Canopy means a covering that is physically attached to the building's front façade and anchored to the ground, but is removed during the winter months from November 1 to April 30.

...

Section 3. That Section 5.63.030 Permit required is hereby amended to read as follows:

5.63.030 Permit required.

- (a) It is unlawful for any person, firm, or corporation to erect, place, maintain, or operate on any public street or sidewalk or in any other public way in the central business district any sidewalk cafe, canopy, sign, work of art, planters, statues or other such obstruction without first having obtained a permit from the Public Health and Safety Committee of the Wausau Common Council.

....

Section 4. That Section 5.63.060 Sidewalk café standards is hereby amended to read as follows:

5.63.060 Sidewalk café standards.

The following standards, criteria, conditions and restrictions shall apply to all sidewalk cafes, provided, however, that the Director of Public Works or designee may impose additional conditions and restrictions to protect and promote the public health, safety, or welfare, to prevent a nuisance from developing or continuing, and to comply with this section, the City ordinances, and all applicable state and federal laws.

...

- (b) Tables, chairs, umbrellas or other fixtures in the sidewalk cafe:
- (1) Shall not block designated ingress, egress, or fire exits from or to the establishment of any other structure.
 - (2) Shall be readily removable and shall not be physically attached, chained, or in any manner affixed to any structure, tree, post, sign or other fixture, except for canopies.
 - (3) Except canopies, all other sidewalk café components shall be removed when the sidewalk cafe is not in operation.
 - (4) Must remain within the designated boundaries when seating is filled to capacity.

...

- (n) Table and chairs and other components, not including canopies, of the sidewalk cafe shall be removed nightly.

...

Section 5. That Section 12.44.040 Exceptions is hereby amended to read as follows:

Section 12.44.040 Exceptions.

The prohibitions in section 12.44.020 shall not apply to the following:

...

- (d) Awnings which do not extend below any point seven feet above sidewalk.
- (e) Canopies in **Central Business District, as defined in 5.63.020.** ~~B-4 zoning district.~~
 - (1) Height of a canopy on the ground floor shall not extend below seven feet nor above 12 feet over the finished sidewalk level.
 - (2) ~~Canopies shall not extend over seven feet into the right-of-way.~~ However, canopies placed in front of a building's main entries may extend to within 18 inches of the building's side of the curblin providing the canopy is within the above height restrictions. Supporting members shall not be located within the right-of-way unless approved by the Board of Public Works.
 - (3) Canopies may be placed over the upper-story windows.

...

Section 6. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 7. This ordinance shall be in full force and effect from and after its date of publication.

Adopted:

Approved:

Approved:

Published:

Attest:

Katie Rosenberg, Mayor

Attest:

Kaitlyn Bernarde, Clerk

PUBLIC HEALTH & SAFETY COMMITTEE

Date and Time: Monday, May 16, 2022, at 5:15 pm, (Council Chambers)

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

Others Present: Nate Miller, Ben Bliven, Jeremy Kopp, Kaitlyn Bernarde, Mary Goede, William Hebert, Jamie Polley, Katie Rosenberg

Discussion and possible action regarding Central Business District / Obstruction in Right-of-Way canopy ordinance change (Bill Hebert)

Bill Hebert, Inspections & Zoning Director, indicated he worked with Assistant City Attorney Nate Miller to draft the ordinance change. He explained they were approached by Mark Craig and the owners of Lemongrass to consider canopies that are a greater distance into the right-of-way. In the downtown area we allow sidewalk cafes if they maintain a clearance. The difference between a canopy and an awning is that an awning is retractable, and a canopy is permanent. In either case, the Municipal Code allows 7-foot obstruction over the right-of-way, must be 8 feet above the sidewalk and 14 feet above the road. He stated Lemongrass would like to do some type of an enclosure and referred to the pictures of the front and side views in the packet.

Mark Craig, Compass Properties, stated the request is to allow a canopy to extend into the right-of-way more than 7 feet. The structure would stay up for about six months of the year and be taken down in the fall. He introduced Rob Eriksen, from Wausau Canvas and Tuan Bao Uong, owner of Lemongrass. Craig commented outdoor dining has become important everywhere around the country since Covid. Lemongrass is trying to do an extension to create the atmosphere you see inside on the outside on a seasonal basis May to October. It creates some weatherproofing with screening and with a clear panel on the top.

Rob Eriksen, Wausau Canvas, explained there is a metal frame structure set into a concrete area below the bricks or could be ballasted. This supports minimal frame around the perimeter and the fabric attaches at the back and carries to the front with a truss system. The front panels are retractable with separate curtain systems that can go up or down if there is inclement weather. He noted since the mall has been demolished there is a lot of wind coming through that area and this would also create some windbreak. Eriksen indicated that Bill Hebert had suggested that they not make it in such a way that someone did not feel they were intruding in a space when they walked in there. Eriksen stated with the clear top panel and an open air feel over the sidewalk, a pedestrian should be able to walk through without feeling they were interrupting something.

Tuan, owner of Lemongrass, explained his brother has a restaurant in California where due to Covid they would not allow people to eat inside, so they built something similar there and people love it and enjoy it. He stated he would like to bring it to Wausau for something different in the downtown area. He noted during the lunch hour the sun is an issue, so we had umbrellas but with the wind they were getting knocked down.

Mark Craig pointed out Lemongrass is not able to do a parklet on its side of the street, so this is a great compromise and a great look.

Nate Miller stated each restaurant that may want to do this would have to bring a plan for approval on a case-by-case basis. Bill Hebert pointed out businesses zoned Downtown Highrise District are eligible for this, but businesses zoned Downtown Historic District have a conflict. Many of the businesses along the 300, 400, and 500 block of North 3rd Street are in the Historic District and therefore would not be eligible to put this outside.

Becky McElhaney requested they check with Engineering to ensure the installation is acceptable before it goes to the Council meeting.

Motion by Larson, second by Diny to approve the canopy ordinance change and the proposed canopy for Lemongrass, and review the results at the November PH&S Committee meeting before making it permanent..
Motion carried 5-0.



Memorandum

From: William D. Hebert, Chief Inspector / Zoning Administrator
To: Public Health and Safety
Date: 05/09/2022
Re: Central Business District / Obstructions in Right of Way

Purpose:

Various ordinance change to allow canopy over sidewalks greater than 7 feet.

Background:

Staff has been approached by Mark Craig to allow seasonal use canopies in the sidewalk areas of the central business district. Current ordinance allows up to 7 feet of intrusion over the right of way by a canopy per Wausau Municipal Code 12.44.040. The request is to allow canopies to cover the sidewalk areas to within 18 inches of the street curb by permit through public health and safety.

An ordinance change would also be required in WMC 5.63.060 to allow for canopies with support members to be placed in the sidewalk portion of the right of way. Current ordinance requires tables and chairs to be removed nightly. Assistant City Attorney Miller has drafted revisions for the committee to consider.

For Lemongrass, this would allow up to a 15-foot canopy to be placed over the sidewalk. This would allow customers to dine outside (along with their sidewalk café permit) during all types of weather. The canopy and its supports would remain in place seasonally, from May 1 to October 31st.

It should be noted that the zoning code does not allow for aluminum or suspended metal canopies in the downtown Historic Mixed Use (DHMU) district zoning per WMC 23.07.50. A good portion of the 300, 400 and 500 blocks of North 3rd Street are zoned Downtown Historic District. Washington Square portion of 300 N 3rd St is zoned Downtown Highrise Mixed Use (DRMU) District. So if the committee considers changing canopy protrusions in the right of way, it would be very limited to businesses along 3rd Street without changes to the zoning code.

Staff has included a zoning map for the area, a concept plan for Lemongrass, and examples from some businesses in the Milwaukee area.

Next Steps:

Consider recommending ordinance changes to allow larger canopies in the central business district.

Some considerations:

1. These changes would be limited along 3rd Street due to the historic zoning district prohibiting aluminum or suspended metal canopies.
2. Design standards / committee review standards. Milwaukee's design standard is 54 pages long.
3. Current ordinance allows for retractable awnings or canopies that extend into public right of way no more than 7 feet. Support structures can only be approved by Board of Public Works.
4. The Milwaukee examples are permanent and have a heavy built frame. Is that type of structure more desirable than a seasonal use canopy?



emongrass

NOW
HIRING
All Positions
715-876-2255

Sun 11-4



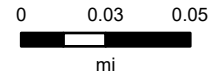




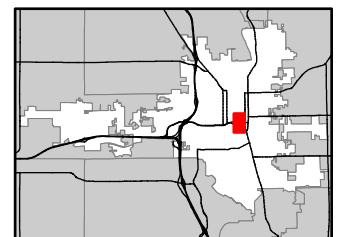
Central Business District / Zoning

City of Wausau / DPW

Date Printed: 5/6/2022

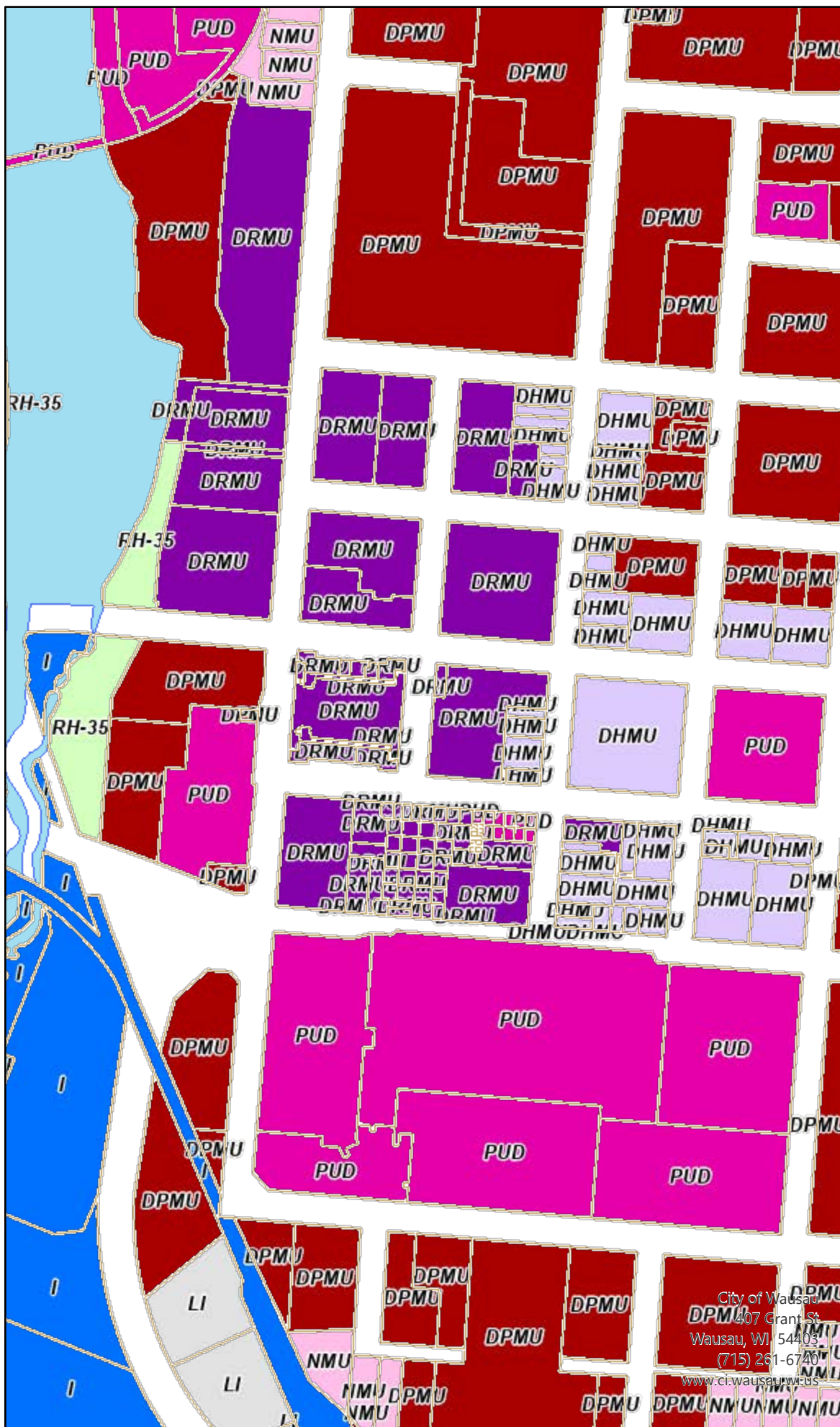


- Municipal Boundaries
 - Parcel
 - PUD - Planned Unit Development
 - RH-35 - Rural Holding
 - I - Institutional
 - NMU - Neighborhood Mixed-Use
 - DPMU - Downtown Periphery Mixed-Use
 - DHMU - Downtown Historic Mixed-Use
 - DRMU - Downtown High-Rise Mixed-Use
 - LI - Light Industrial
- Zoning (Label Only)



NOTES:

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



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

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

RESOLUTION OF THE FINANCE COMMITTEE

Approving Interlocal Agreement between the City of Wausau and Marathon County for the 2020 Byrne Justice Assistance Grant Program Award

Committee Action: Pending

Fiscal Impact: Grant award of \$13,848.00

File Number: 19-0405

Date Introduced: May 24, 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 Edward Byrne Memorial Justice Assistance Grant (JAG) Program is the primary provider of federal criminal justice funding to states and eligible units of local government; and

WHEREAS, applications are due in response to a FY 2021 Local Solicitation from the Bureau of Justice Assistance (U.S. Department of Justice), on August 9, 2021; and

WHEREAS, the Wausau Police Department and Marathon County Sheriff's Department submitted a grant application to the JAG Program for the purchase of qualifying equipment for "criminal justice," – activities pertaining to the enforcement of the criminal law, including, but not limited to, police efforts to apprehend criminals – i.e., digital forensic computer software utilized in the processing and unlocking of cell phones; and

WHEREAS, an Interlocal Agreement between the City of Wausau and County of Marathon, made pursuant to the authority granted under s. 66.0301, Wis. Stats., in the amount of \$13,848.00, has been received; and

WHEREAS, your Finance Committee on May 24, 2022, received public comment and recommended acceptance of the grant; and

WHEREAS, each governing body finds that the performance of the agreement is in the best interest of both parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under the agreement.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Wausau that the proper city officials are hereby authorized to execute an Interlocal Agreement between the City of Wausau and

County of Marathon for the FY 2021 Byrne Justice Assistance Grant (JAG) Program Award in the amount of \$13,848.00.

Approved:

Katie Rosenberg, Mayor



Wausau Police Department

515 Grand Ave

Wausau, WI 54403

Ph. 715-261-7800

MEMO: JAG (Justice Assistance Grant)

05/19/2022

The Wausau Police Department partners with the Marathon County Sheriff's Department every year in our application to the Federal Government for a JAG grant. The Marathon County Sheriff's Department facilitates and manages the grant.

Prior to receiving funding, governing bodies from Marathon County and the City of Wausau must approve the acceptance of the grant.

This year the JAG grant is for \$13,848. After discussing how best to utilize these funds, the Wausau PD and Marathon County Sheriff's Department agreed to again spend the funds on digital forensic computer software utilized in the processing of cell phones. The total cost of this software is more than \$20,000 per year. The Wisconsin Department of Justice and the Marathon County Sheriff's Office have agreed to partner with us and fund the remainder of the purchase price.

The Wausau Police Department and the Marathon County Sheriff's Office have used our annual JAG grant to purchase software for the last several years.

Searching the contents of cell phones has become an important part of many criminal investigations. Oftentimes the cell phones we seize as evidence are locked, or password protected. This software will unlock cell phones. After using this, or similar software for the several years, we have found this tool to be very important in our investigations and necessary.

The Wausau Police Department is asking that a motion be made to accept the JAG Grant in the amount of \$13,848 to be used to purchase forensic software in partnership with the Marathon County Sheriff's Department.

Thank you,

Matthew Barnes

Deputy Chief

Benjamin Bliven
Chief

Matthew Barnes
Deputy Chief

Todd Baeten
Patrol Captain

Benjamin Graham
Detective Captain

CITY SECRETARY
CONTRACT NO. _____

GRANT AWARD NUMBER: 15PBJA-21-GG-01986-JAGX

**THE STATE OF WISCONSIN
COUNTY OF MARATHON**

KNOW ALL BY THESE PRESENT

**INTERLOCAL AGREEMENT
BETWEEN THE CITY OF WAUSAU, WISCONSIN AND COUNTY OF MARATHON, WISCONSIN**

2021 BJA FY 21 Edward Byrne Memorial Justice Assistance Grant (JAG) Program Award

This agreement is made and entered into this ____ day of April, 2022 by and between the COUNTY of Marathon, acting by and through its governing body, the Board of Supervisors, hereinafter referred to as COUNTY, and the CITY of Wausau, acting by and through its governing body, the City Council, hereinafter referred to as CITY, both of Marathon County, State of Wisconsin, witnesseth:

WHEREAS, this agreement is made under the authority of Section Wis. Statutes §66.0301 Government Code; and

WHEREAS, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party: and

WHEREAS, each governing body finds that the performance of the agreement is in the best interests of both parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this agreement: and

NOW THEREFORE, the COUNTY and CITY agree as follows:

Section 1.

Marathon County will serve as the fiscal agent for the dispersion of the \$13,848 of JAG funds and will not request Administrative Funds from the JAG grant for this fiscal responsibility

Section 2.

Marathon County and the City of Wausau will share the JAG funds in which these funds will be used to jointly purchase "GrayKey" software. Wausau Police Department and the Marathon County Sheriff's Office agree each government entity is responsible for costs which exceed their eligible amount. The City and County agree to use this grant amount until the end of the grant, September 30, 2022.

GRANT AWARD NUMBER: 15PBJA-21-GG-01986-JAGX

Section 3.

Nothing in the performance of this agreement shall impose any liability for claims against COUNTY other than claims for which liability may be imposed by the Wisconsin Tort Claims Act.

Section 4.

Nothing in performance of this agreement shall impose any liability for claims against CITY other than claims for which liability may be imposed by the Wisconsin Tort Claims Act.

Section 5.

Each party to this agreement will be responsible for its own actions in providing services under this agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

Section 6.

The parties to this agreement do not intend for any third party to obtain a right by virtue of this agreement.

Section 7.

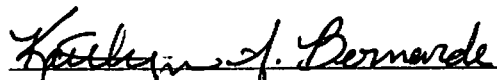
By entering into this agreement, the parties do not intend to create any obligations expressed or implied other than those set out herein; further, this agreement shall not create any rights in any party not a signatory hereto.

CITY OF WAUSAU, WISCONSIN/COUNTY OF MARATHON, WISCONSIN

Mayor Katie Rosenberg

County Board Chairman Kurt Gibbs

ATTEST: APPROVED AS TO FORM:



City Clerk Kaitlyn Bernarde

County Corporation Counsel Michael Puerner

APPROVED AS TO FORM: _____

Contract Authorization

City Attorney Anne Jacobson

*By law, the Marathon County Corporation Counsel may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our view of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval and should seek review and approval by their own respective attorney(s).

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

**JOINT RESOLUTION OF THE AND HUMAN RESOURCE COMMITTEE
AND FINANCE COMMITTEE**

Approving the creation of the position and Adopting the Budget for American Rescue Plan
Coronavirus State and Local Fiscal Recovery Fund Funded Projects – Community Outreach Specialist
Position

Committee Action: HR: Approved 5-0
 Fin: *Pending*

Fiscal Impact: \$140,000

File Number: 21-1109

Date Introduced: May 24, 2022

FISCAL IMPACT SUMMARY

COSTS	<i>Budget Neutral</i>	Yes ☒ No ☐	
	<i>Included in Budget:</i>	Yes ☐ No ☒	<i>Budget Source: ARPA funding</i>
	<i>One-time Costs:</i>	Yes ☒ No ☐	<i>Amount: \$140,000</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: \$140,000</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 Human Resources Committee has considered, reviewed, discussed and supported the recommendation to create a Community Outreach Specialist position within the police department and classifying it into Salary Grade 17 (\$48,223.97-\$67,509.31).

WHEREAS, the City of Wausau will be receiving approximately \$15 million in American Rescue Plan Act (ARPA) Funds in two payments, and

WHEREAS, the US Treasury has issued Final Rules regarding reporting and eligible uses; and

WHEREAS, the Rules specify that funds must be used for costs incurred on or after March 3, 2021 and obligated by December 31, 2024, and expended by December 31, 2026; and

WHEREAS, in 2021 the City heard testimony and conducted a listening session on potential uses for the funds; and

WHEREAS, the Common Council appropriated \$2,991,370 to date for the projects and activities noted on Exhibit A

WHEREAS, your Finance Committee has developed a rolling application process and rating matrix to consider project and funding requests; and

WHEREAS, your Finance Committee has completed its ranking and recommends the following project:

Community Outreach Specialist Position \$140,000

WHEREAS, the project is eligible for ARPA funding under the category of Public Health - Negative Economic Impact – Public Sector Workforce Capacity; and

WHEREAS, your Finance Committee recommends the following budget modification to adopt a multi-year budget to reflect this ARPA spending plan;

Increase Expense	158-158991210	Salaries and Benefits	\$140,000
Increase Revenue	158-158782390	Federal Grants	\$140,000

NOW THERE BE IT RESOLVED, by the Common Council of the City of Wausau that the proper City officials are hereby authorized and directed to modify the 2022 Budget as outlined above.

BE IT FURTHER RESOLVED, that the proper City officials are directed to encumber funds and complete the projects and purchases in accordance with the American Rescue Plan Coronavirus State and Local Fiscal Recovery Fund

Approved:

Katie Rosenberg, Mayor

EXHIBIT A

ARPA FUNDING						
	1. Public Health	2. Negative Economic Impacts	3. Services to Disproportionately Impacted Communities	5. Infrastructure	6. Revenue Replacement: Government Services	Total
Landmark Project		\$ 350,000				\$ 350,000
2022 Budget:						
Public Access Server for Closed Caption			49,224			49,224
Internet Firewall Replacement					33,800	33,800
Core Switch Replacement					50,000	50,000
Financial ERP Software Replacement					850,000	850,000
Drinking Fountain Replacement Parks	81,000					81,000
2022 Resolutions						
Temporary Water Supplies					230,000	230,000
PFAS Pilot Study				240,375		240,375
LED Street Lighting Conversion					881,971	881,971
Skate Park		225,000				225,000
Obligated	\$ 81,000	\$ 575,000	\$ 49,224	\$ 240,375	\$ 2,045,771	\$ 2,991,370

DRAFT

**CITY OF WAUSAU HUMAN RESOURCES COMMITTEE
MINUTES OF OPEN SESSION**

DATE/TIME: May 9, 2022, at 4:45 p.m.
LOCATION: City Hall (407 Grant Street) – Council Chambers
MEMBERS PRESENT: Gary Gisselman, Dawn Herbst, Tom Killian, Michael Martens, Becky McElhaney
MEMBERS ABSENT:
Also Present: T. Vanderboom, K. Bernarde

Discussion and Possible Action Creating and Classifying a Community Outreach Specialist Position.

Vanderboom said that this request was received by the Police Department based on information received by the Policing Task Force. The department used to have a Housing Task Force Officer that was a sworn position who worked with the unsheltered population in Wausau. The officer in that position is now serving in a different capacity in the department, and Vanderboom said she thought the position was grant-funded and that the funding ended. The request before the committee is to create a non-sworn position who will pick up where the Housing Task Force Officer left off. An evaluation of the duties and responsibilities of the position by the Human Resources Department places the position at salary grade 17, which is \$48,223.97 - \$67,509.31 annually. Vanderboom asked Chief Bliven to speak more about the department's need for the position.

Bliven reiterated that this position will replace the sworn Housing Task Officer position in the department that was held by Officer Lemirand for 18 months at the recommendation of the Policing Task Force, and that a decision was made to change it to a non-sworn position. Bliven said that if the HR Committee approves the creation of the position, he will make a request to the Finance Committee to fund the position with ARPA funds, though Finance and Council may make other recommendations.

Bliven said that the department has received requests for information related to the homeless or unhoused, but explained that calls are not tracked by this category, so the department searched for keywords in their dispatch records and reports to come up with data, which he feels is under-reported by this method. Bliven said that in April 2021 officers spent about 37 hours responding to incidents involving homeless individuals. In February 2022 the department had 65 hours devoted to those types of responses. March was about the same, and April was about 54 hours. Bliven explained that extra patrol time of the parking ramps and library are not included in these totals.

Bliven provided an overview of his conversations with downtown business owners and the Library Director as well as examples of complaints and incidents. Bliven said that the department does not want to be perceived as criminalizing homelessness, but rather wants to help and serve all who are in the community. Bliven provided information about the ways that Officer Lemirand was able to help the homeless population find resources and decrease the number of homeless.

Martens asked for clarification if this is a separate position than the CSO position that will be requested to serve the downtown area. Bliven said that this is separate. Martens asked if the duties and responsibilities of this position will be the same as what Officer Lemirand did. Bliven said yes, that the duties are regular daily contact with the homeless, connecting them to resources, and helping them build relationships and partner with available services. Martens also asked about this position assisting with patients that the Fire Department come into contact with, to which Bliven said that he and Chief Barteck have talked about what that partnership would like, and lastly, Martens asked if it was the task force who recommended that the position be a non-sworn position, to which Bliven said yes. Bliven said that people may be more open to help from the person in the position since some people do not feel comfortable talking with police officers.

Gisselman asked who this position will report to and how they will work with the CART team. Bliven said that the position will report to a lieutenant, most likely in investigations. Bliven said that this position will most likely connect with the CART team at some point, but not necessarily regularly. Gisselman also asked about the connection with Northcentral Healthcare and homelessness in Marathon County. Bliven said that other communities in Marathon County do not have the unsheltered population like Wausau, because Wausau has more services available. However, access and availability of services has declined recently and someone may have to wait a month or more to go into a treatment program. Bliven commended Officer Lemirand on his willingness to find people the help they needed no matter where it was. Gisselman asked why Bliven is requesting to fund the position with ARPA funds instead of something more permanent. Bliven said he thinks it is the fastest way that funding could be available for the position instead of waiting for the next budget or other funding sources.

Killian also commended the work of Officer Lemirand in the Housing Task Force Officer role. Killian discussed how he feels that the City need a Health and Human Services Department to better address issues such as this even though the Police Department has done a great job taking on this task, and that putting this position and others under a different umbrella would make more sense, enable people to locate the resources more easily as one would not expect this service to fall under the Police Department, and would maybe give the position a different perspective in the community not being tied to the Police Department. Killian asked Bliven if he had a number of incidents that were reported. Bliven said he did not have that information, as he just looked at total amount of time, but that he can provide that in the future. Killian said that this would be a great time for the City and County to use funds that are available for these types of needs. Killian asked Bliven if he was familiar with state legislature that had been proposed regarding homeless camps and what the department's stance is on something like this. Bliven said that he is aware of other communities who have created encampment areas for the unhoused but does not have a perspective on this at this time and would be a discussion for City Council to have, as it would be a policy decision that the community would make. Bliven said that he believes the Police Department has done a good job of problem-solving and providing resources to the community if they are needed and not available elsewhere. Bliven provided the example of the Victim Resource Unit that sees victims of all types of crime that do not have access to mental health services that they might need, and this is a free resource. Bliven said that the Community Outreach Specialist position is similar in that it will be able to provide a free resource to all who need it and asked for support on this item as it is a need for the community. Killian said that he appreciates the Police Department's willingness to step up and add this position but feels that it would be a better fit in a new or repurposed department.

Gisselman asked what would need to be done to move this item forward. McElhaney explained that the committee can move to approve the created and classified position before them.

Motion by Gisselman to approve the creation and classification of a Community Outreach Specialist position. Second by Herbst. Killian asked if the motion could be amended to include language indicating that if there is a better location for the position in the future that it could be moved over. McElhaney asked Vanderboom if the position would need to be reclassified in the future for a department change to happen. Vanderboom said that a reclassification would not be the method used for such a change, and that if the City created a new department that the item would come to HR Committee regarding the organizational structure of the department with the positions that are selected to reside in it. Killian said that if the language could be added that this item would have his full support. (A member of the public came up to speak without permission, disrupting the meeting. The person was told that public comment was not on the agenda and that they would need to sit down. McElhaney said that the person could speak to the committee members after the meeting, per direction from the attorney's office. The person continued to try to speak for several minutes until finally leaving.) McElhaney asked Killian if he wished to amend the motion; Killian said yes.

Motion by Killian to approve creating and classifying the Community Outreach Specialist position in the Police Department, but that should another relevant department arise in the future that consideration of transition to said department take place. Second by Gisselman. Gisselman said that he agrees with the vision expressed by Killian but is not sure how the City would proceed. McElhaney said that she sees the amendment as sitting there until such time that a department change could happen in the future to be acted upon. McElhaney asked Killian if that was his intent; Killian indicated that it is. Herbst said she would like to proceed with creating the position and

forget all the other discussion that happened. Martens said he had concerns on the amendment and didn't like the uncertainty that the language would create for where the position may end up. Killian said his intent is to ensure that if the City creates a department that fills the void it has for services that the position would be considered for said department. Herbst said that she would vote against the amendment and wished to just approve the agenda item as brought forward. Motion passed 3-2 (*Herbst and Martens were the dissenting votes.*) Vote on original motion to approve the creation and classification of a Community Outreach Specialist position was all ayes. Motion passed 5-0.

Vanderboom said that regarding public comment, if not on the agenda, it may take place after the meeting has adjourned.

FINANCE COMMITTEE

Date and Time: Tuesday May 10, 2022 @ 5:30 pm., Council Chambers

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

Others Present: Maryanne Groat, Bob Barteck, Liz Brodek, Randy Fifrick, Anne Jacobson, Eric Lindman, Gerry Klein, Mary Goede,

Discussion and possible action on funding of a Community Outreach professional

Lisa Rasmussen stated Chief Bliven made a presentation to the HR Committee for a Community Outreach professional to replace the work that Officer Lemirand has been doing for 18 months proactively helping the homeless. He is requesting seeding the effort with ARPA funds to get something started sooner rather than waiting for the 2023 budget process to play out. She indicated the HR Committee has recommended unanimously that it become a permanent position. She stated we can discuss it tonight and the Chief can fill out the ARPA request form for us to rank and act on at a future meeting.

Chief Ben Bliven stated he planned to make an ARPA request for their next meeting. He explained ARPA funds is the fastest way to get the position approved and funded because it is a need today. Rasmussen questioned if this would be to seed the salary for the first year and Bliven confirmed this. He noted they have the ability to spend the ARPA funds through 2024, so they could build it into the regular budget after that or use other dollars. He indicated the top end of the salary range is \$67,000 not including benefits; the total is approximately \$95,000.

Maryanne Groat stated another option would be to fund it for 2022 with ARPA and try to fit it into the 2023 budget and/or phase it in through 2023 and 2024. *Discussion continued.*