



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 25, 2021 at 6:30 p.m.
Location:	City Hall (407 Grant Street, Wausau WI 54403) - Council Chambers
Members:	Patrick Peckham, Michael Martens, Tom Kilian, Tom Neal, Jim Wadinski, Becky McElhaney, Lisa Rasmussen, Sarah Watson, Dawn Herbst, Lou Larson, Deb Ryan

Call to Order			
		Pledge of Allegiance / Roll Call / Proclamations	
Public Comment:		Pre-registered citizens for matters appearing on the agenda and other public comment.	
Communications:		Delivery of New Fire Trucks (Deputy Chief Barteck)	
Presentation:		A Community For All (Mayor Rosenberg)	
File #	CMT	Consent Agenda	ACT
21-0501	COUN	Minutes of previous meeting (5/11/21)	Place on file
21-0511	CISM	Initial Resolution Setting a public hearing for the vacation of an unpaved alley abutting 205 and 209-211 Short Street and 1202, 1210 and 1212 North 3rd Street	Approved 5-0
21-0317	CISM	Resolution Approving 2021 North 12th Avenue Sidewalk Project and Authorization to Let Bids	Approved 5-0
21-0512	CISM	Resolution Approving storm sewer easement with Aedifix Builds, Inc. at 201 and 205 Short Street, 1201 North 2nd Street and 1204 North 3rd Street	Approved 5-0
21-0315	CISM	Resolution Approving Agreement for the Management and Maintenance of a Stormwater facility (Westside Real Estate LLC – 7333 Stewart Avenue)	Approved 5-0
21-0516	CISM	Resolution Accepting Easement with Wisconsin Public Service to bury electrical conductors at 435 Adrian Street	Approved 5-0
21-0523	CISM	Resolution Approving Memorandum of Agreement with Wisconsin Department of Transportation for Establishing a Multi-Use Path on State-Owned Right-of-Way Along 72nd Avenue through the STH 29 Interchange	Approved 5-0
File #	CMT	Resolutions and Ordinances	ACT
21-0503		Mayor's Appointments	
21-0517	FIN	Resolution Authorizing City Officials to Enter Into a Professional Services Agreement with Ehlers Public Finance Advisors to provide independent investment advisory	Approved 4-1
21-0519	FIN	Resolution Authorizing the Issuance and Establishing Parameters for the Sale of Not to Exceed \$5,655,000 General Obligation Promissory Notes, Series 2021A	Approved 4-1
21-0520	FIN	Initial Resolution Authorizing \$1,630,000 General Obligation Bonds for Community Development Projects in Tax Incremental District No. 12	Approved 4-1
21-0521	FIN	Resolution Authorizing the Issuance and Establishing Parameters for the Sale of Not to Exceed \$9,795,000 Taxable General Obligation Corporate Purpose Bonds, Series	Approved 4-1
21-0108	PH&S	Resolution considering the report including the Findings of Fact, Conclusions of Law and Recommendation with regards to the Class "B" Beer & Liquor License of Timothy Nawrocki d/b/a Roc's Place for the premises located at 810 S. 3rd Avenue with 15 minute oral arguments to be heard by the Complainant and Licensee.	Approved 5-0
CLOSED SESSION Pursuant to Section 19.85(1)(a) of the Wisconsin Statutes: Deliberating concerning a case which was the subject of any judicial or quasi-judicial trial or hearing before that governmental body			
RECONVENE Into Open Session for the purpose of making a determination from the Recommendation from the Public Health & Safety Committee to revoke the Class B Beer & Liquor License for of Timothy A. Nawrocki, Timothy A. Nawrocki d/b/a/ Roc's Place at 810 S. 3rd Avenue, Wausau, WI.			
21-0514	ED	Resolution Approving Wausau Affordable Housing Regional Task Force as a special committee	Approved 4-0
20-1109	FIN	Resolution Approving Modification of the 2021 Budget – Fire Department Capital Replacement	Approved 5-0
20-1109	FIN	Resolution Approving Modification of the 2021 Budget – Transit	Approved 5-0
21-0518	P&R	Resolution Approving Tandem Mobility, LLC Master Services Agreement for operation of a bike share program	Approved 5-0
21-0513	PLAN	Ordinance Rezoning 510 South 32nd Avenue/3205 Seymour Lane from I, Institutional Zoning District to SR-2, Single Family Residential-2 Zoning District.	Approved 7-0
Suspend the Rules - 6(B) Filing and 12(A) Referral of Resolutions (2/3 vote required)			
21-0522	COUN	Resolution Approving Amendments to City-County Information Technology Commission Intergovernmental Agreement and Operating Agreement	Pending
21-0522	COUN	Resolution Approving citizen appointment to the City-County Information Technology Commission Board	Pending
21-0517	FIN	Resolution Authorizing the City of Wausau Mayor to accept to accept the US Treasury Coronavirus State and Local Fiscal Recovery Funds	Pending
03-1007	FIN	Resolution Approving the 2021 Community Development Block Grant Program Allocation – updated allocation	Pending
12-1014	PH&S	Resolution Amending Section 8.08.170 Licenses	Pending
20-1109	FIN	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) (Pet license late fee)	Pending
Public Comment & Suggestions			

CLOSED SESSION pursuant to Section 19.85(1)(e) of the Wisconsin statutes for deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session and Section 19.85(1)(g) conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved regarding compliance with development agreement by CGI Group Inc., successor to Collaborative Consulting, Inc. d/b/a Collaborative Domestic Solutions Center-Wausau LLC

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

Adjournment

Signed by Katie Rosenberg, Mayor

***Due to the COVID-19 pandemic, this meeting is being held in person and via teleconference. Members of the media and the public may attend in person, subject to the social distancing rules of maintaining at least 6 feet apart from other individuals, or by calling 1-408-418-9388. The Access Code is: 1872 05 8002 Password: Z8efvhwXG35**

Individuals appearing in person will either be seated in the Council Chambers or an overfill room, subject to the social distancing rules. Space available will be on a first come, first served basis. All public participants' phones will be muted during the meeting. Members of the public who do not wish to appear in person may view the meeting live on the City of Wausau's YouTube Channel <http://www.tinyurl.com/WAAMedia>, live by cable TV, Channel 981, and a video is available in its entirety and can be accessed at <https://tinyurl.com/WausauCityCouncil>. Any person wishing to offer public comment who does not appear in person to do so, may e-mail leslie.kremer@ci.wausau.wi.us with "Common Council public comment" in the subject line prior to the meeting start. All public comment, either by email or in person, will be limited to items on the agenda at this time. The messages related to agenda items received prior to the start of the meeting will be provided to the Mayor.

This Notice was posted at City Hall and transmitted to the Daily Herald newsroom on 5/21/21 @ 3:00 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.



PROCLAMATION

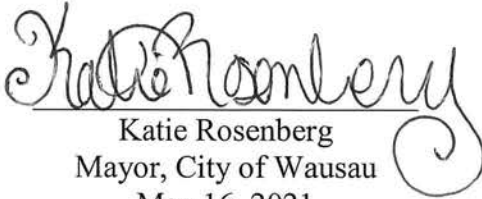
- WHEREAS,** every day, in our community and communities across the country, Emergency Medical Service (EMS) providers put themselves on the line to save lives, safeguard dangerous situations, and deliver hope to families and communities in crisis; and
- WHEREAS,** with selflessness, professionalism, and grace under fire, they provide essential care, never more so than during our battle with COVID-19; and
- WHEREAS,** this year's Emergency Medical Services Week theme, "This is EMS: Caring for our Communities," honors our heroic frontline workers who provide vital emergency care and ease the burden of crisis for all in need of help; and
- WHEREAS,** during Emergency Medical Services Week, the City of Wausau extends our deepest gratitude to all EMS providers for their courage, selflessness and commitment; and
- WHEREAS,** we also extend our sincere condolences to the loved ones of EMS providers who have given their lives in the line of duty;

NOW, THEREFORE, be it resolved that I, Katie Rosenberg, Mayor of the City of Wausau, do hereby proclaim the week of May 16-22, 2021 as

EMERGENCY MEDICAL SERVICES WEEK

in the City of Wausau, State of Wisconsin, and I urge all citizens to express their appreciation this week, and every week, for our EMS providers and their families who support them.




Katie Rosenberg
Mayor, City of Wausau
May 16, 2021



PROCLAMATION

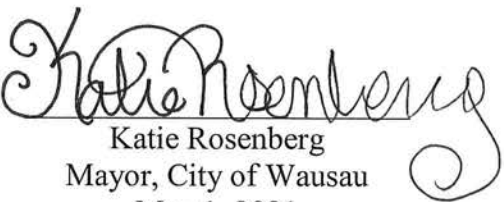
- WHEREAS,** aging and older adults and residents with disabilities desire and deserve to live with dignity, security, and maximum independence and quality of life; and
- WHEREAS,** the growth of our aging population, coupled with the rising cost of health and long-term care only underscores the importance of making efficient and effective use of both private and public resources; and
- WHEREAS,** in 1998, Wisconsin became the first state to develop Aging and Disability Resource Centers (ADRCs), and provided the model for a nationwide initiative that began in 2003; and
- WHEREAS,** the Aging and Disability Resource Center of Central Wisconsin promotes choice and independence through personalized education, advocacy, and access to services that prevent, delay, and lessen the impacts of aging and disabilities in the lives of adults; and
- WHEREAS,** this month, the City of Wausau commends the important work of ADRCs to help residents make more informed choices, conserve their personal resources, maintain self-sufficiency, and delay or prevent the need for public resources and potentially expensive long-term care;

NOW, THEREFORE, be it resolved that I, Katie Rosenberg, Mayor of the City of Wausau, do hereby proclaim May 2021 as

AGING AND DISABILITY RESOURCE CENTER MONTH

in the City of Wausau, State of Wisconsin, and ask that all citizens recognize ADRCs work to provide unbiased information and advice, and simplified access to resources and services to aging and older adults, residents with disabilities, and their families.




Katie Rosenberg
Mayor, City of Wausau
May 1, 2021



PROCLAMATION

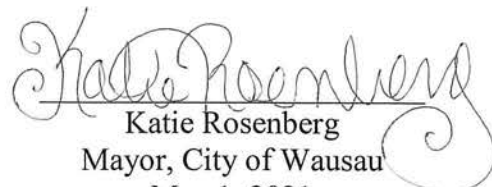
- WHEREAS,** Asian American and Pacific Islander Heritage Month is observed nationwide throughout the month of May each year to recognize the positive influence and numerous contributions of Asian American and Pacific Islander communities; and
- WHEREAS,** the month of May was chosen to commemorate the immigration of the first Japanese to the United States on May 7, 1843, and to mark the anniversary of the completion of the transcontinental railroad on May 10, 1869. The majority of the workers who laid the tracks were Chinese immigrants; and
- WHEREAS,** Asian Americans and Pacific Islanders have lived and worked in central Wisconsin and across the state for more than 100 years, and have greatly contributed to our rich history, culture, economy, and public service; and
- WHEREAS,** the City of Wausau continues its support of the Asian American Pacific Islander (AAPI) Coalition of Wisconsin and their mission to confront violence, discrimination, racism, and hate which been amplified by the COVID-19 pandemic; and
- WHEREAS,** we are reminded that we must not fear our diversity or our differences, which make us better people and better citizens, and we celebrate the importance of inclusion to building a bright future for all residents;

NOW, THEREFORE, be it resolved that I, Katie Rosenberg, Mayor of the City of Wausau, do hereby proclaim May 2021 as

ASIAN AMERICAN AND PACIFIC ISLANDER HERITAGE MONTH

in the City of Wausau, State of Wisconsin, and I commend all citizens to continue to recognize that the vibrant and diverse cultures of our Asian American and Pacific Islander communities are an integral part of our community's identity.




Katie Rosenberg
Mayor, City of Wausau
May 1, 2021



PROCLAMATION

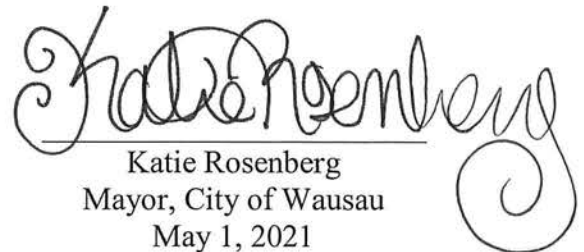
- WHEREAS,** this year, more than 84,000 Americans will receive a primary brain tumor diagnosis; and
- WHEREAS,** in Wisconsin alone, an estimated 1,790 people will be diagnosed with a brain tumor in 2021, and more than 339 of those diagnosed will die; and
- WHEREAS,** malignant brain tumors are among the deadliest forms of cancer, with a 36 percent five-year relative survival rate, and are the leading cause of cancer-related deaths in kids and young people under the age of 20; and
- WHEREAS,** the City of Wausau, and communities across Wisconsin, are home to major facilities that are dedicated to developing better treatments for brain tumor patients and finding a cure; and
- WHEREAS,** this month, Wausau joins brain tumor patients, their families, friends, and advocates, and dedicated organizations in increasing public awareness of brain tumors and embracing hope for a cure;

NOW, THEREFORE, be it resolved that I, Katie Rosenberg, Mayor of the City of Wausau, do hereby proclaim May 2021 as

BRAIN TUMOR AWARENESS MONTH

in the City of Wausau, State of Wisconsin, and I commend this observance to all citizens.




Katie Rosenberg
Mayor, City of Wausau
May 1, 2021



PROCLAMATION

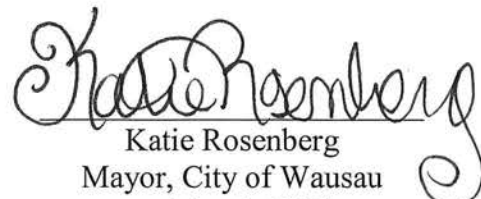
- WHEREAS,** more than 7,000 children are currently living in foster care in Wisconsin, and demand continues for more families to provide caring and supportive homes during difficult periods in the lives of kids and families across the City of Wausau and our state; and
- WHEREAS,** supportive foster families are needed now more than ever, as kids and families continue to face the challenges of the ongoing COVID-19 pandemic, including isolation, stress, and disruptive changes to kids' routines; and
- WHEREAS,** foster families open their hearts and homes by caring for kids whose families are in crisis, play a vital role in their healing process, empower them to see a future of limitless potential, and protect and nurture them by providing security and stability, and contributing to their healthy growth into adulthood; and
- WHEREAS,** Wausau residents, and Wisconsinites, have a responsibility to create an environment where all kids can grow up safely, and to support the best care possible for children when they cannot remain in their own homes; and
- WHEREAS,** each day, thousands of professionals in public, private, and tribal agencies work together to support Wisconsin's kids and families with the resources, support, and care they need and deserve;
- WHEREAS,** this month, the City of Wausau joins all of those involved with foster care in recognizing their devotion to the safety, stability, and well-being of kids and families year-round;

NOW, THEREFORE, be it resolved that I, Katie Rosenberg, Mayor of the City of Wausau,
do hereby proclaim May 2021 as

FOSTER CARE MONTH

in the City of Wausau, State of Wisconsin, and I commend
this observance to all citizens.




Katie Rosenberg
Mayor, City of Wausau
May 1, 2021



PROCLAMATION

- WHEREAS,** people of Hmong heritage are the largest minority group in Wausau, making up 12% of the total population, and contribute to the economic success and enhance the social fabric of the community; and
- WHEREAS,** the first and 1.5 generation Hmong Americans came to our area as refugees as a result of the U.S. CIA clandestine military operation, or the Secret War, in Laos; and
- WHEREAS,** under General Vang Pao, the Hmong supported the CIA in the Secret War from 1961 to 1975; and
- WHEREAS,** of the 300,000 Hmong living in Laos, more than 19,000 men were recruited into the CIA sponsored secret operations known as the Special Guerilla Units (SGU) in 1961; and
- WHEREAS,** the Hmong played many critical roles under the direction of the U.S. CIA, including providing intelligence about enemy operations, guarding U.S. strategic installations, and rescuing downed American pilots in northern Laos; and
- WHEREAS,** by 1969 there were 40,000 Hmong serving under General Vang Pao. An estimated 17,000 Hmong soldiers and 50,000 Hmong civilians were killed or wounded as a result of the Secret War; and
- WHEREAS,** with the signing of the Paris Peace Treaty and the fall of the South Vietnamese Government, the North Vietnamese Army and Pathet Lao launched an aggressive campaign to capture or kill Hmong families and soldiers who sided with the CIA; and
- WHEREAS,** Hmong people facing death or persecution were evacuated or fled on foot to refugee camps in Thailand, and many later resettled in the United States, including in Wausau;

NOW, THEREFORE, be it resolved that I, Katie Rosenberg, Mayor of the City of Wausau, do hereby proclaim the 14th day of May, 2021 as

HMONG AMERICAN VETERAN'S MEMORIAL DAY

in the City of Wausau, State of Wisconsin, in honor of the courageous men and women who gave their lives in support of the war efforts of the United States government.



Katie Rosenberg
Mayor, City of Wausau
May 14, 2021



PROCLAMATION

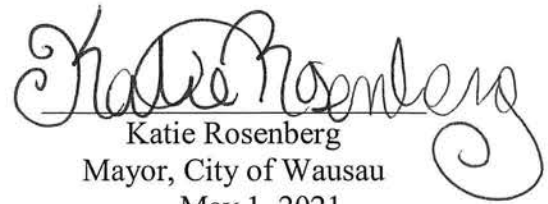
- WHEREAS,** mental health conditions are real and prevalent in the lives of Wausau residents and people across Wisconsin, and addressing mental health and ensuring access to quality, affordable services is essential; and
- WHEREAS,** the unique challenges of the ongoing COVID-19 pandemic have only underscored the importance of mental health support – especially for those already affected by anxiety, depression, trauma, toxic stress, and who have other mental and behavioral health needs; and
- WHEREAS,** 20 percent of respondents in the latest LIFE Survey in Marathon County reported they or someone in their family should have seen a mental health provider, but did not; and
- WHEREAS,** our mental health professionals, along with our own support systems, can help us embrace and access the tools that we need to be closer to a healthier future for us all; and
- WHEREAS,** the state of Wisconsin recognizes that mental and behavioral healthcare is healthcare, and we have a shared responsibility to promote kindness, empathy, and respect, and take good care of ourselves and each other; and
- WHEREAS,** we can ensure our friends and neighbors feel supported and know we care for them; and
- WHEREAS,** there is free, confidential help available for anyone by calling the national crisis hotline (800) 273-8255, or texting HOPELINE to 741741;

NOW, THEREFORE, be it resolved that I, Katie Rosenberg, Mayor of the City of Wausau, do hereby proclaim May 2021 as

MENTAL HEALTH AWARENESS MONTH

in the City of Wausau, State of Wisconsin, and I commend
this observance to all citizens.




Katie Rosenberg
Mayor, City of Wausau
May 1, 2021



PROCLAMATION

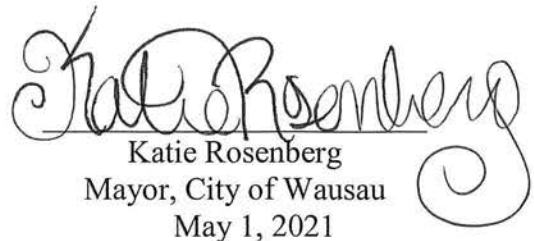
- WHEREAS,** nurses in the City of Wausau and across Wisconsin constitute our state's largest healthcare profession; and
- WHEREAS,** as life expectancy increases, life-sustaining technologies advance, and home healthcare and telehealth services expand, our nurses consistently adapt to the different and emerging healthcare needs in a wide range of settings; and
- WHEREAS,** we also recognize that more nurses are needed in the future to meet increasingly diverse and complex health care needs, and that qualified nurse faculty are needed to educate and prepare our state's competent nursing workforce; and
- WHEREAS,** this year's celebration of National Nurses Month comes at a time of unprecedented public health challenges, which have only highlighted the importance of nurses to our city, state, country, and to people across the world; and
- WHEREAS,** the theme of this year's National Nurses Month, "You Make a Difference," highlights the unequalled impact of nurses on the health, safety, and quality of care of patients, as illustrated by their incredible response to COVID-19; and
- WHEREAS,** our community's nurses continue to demonstrate compassion and respect for every patient, family member, and coworker, and profound resilience in the face of adversity as they continue to work around the clock to stop the spread of COVID-19 and restore the health and safety of our city and state; and
- WHEREAS,** this month, the City of Wausau joins all Wisconsinites in commending nurses across our healthcare system for their selflessness, sacrifice, and empathy on the frontlines of the COVID-19 pandemic, and for the important work they do under ordinary circumstances to keep our residents safe, healthy and supported;

NOW, THEREFORE, be it resolved that I, Katie Rosenberg, Mayor of the City of Wausau, do hereby proclaim May 2021 as

NATIONAL NURSES MONTH

in the City of Wausau, State of Wisconsin, and I commend
this observance to all citizens.




Katie Rosenberg
Mayor, City of Wausau
May 1, 2021



PROCLAMATION

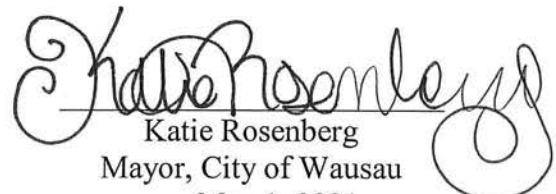
- WHEREAS,** our community's waterways are vast and valuable resources enjoyed by many, and swimming and aquatic-related activities are major sources of entertainment and enjoyment; and
- WHEREAS,** the City of Wausau is home to several pools, a splash pad, and is part of Wisconsin's 15,000 lakes and over 84,000 miles of river; and
- WHEREAS,** swimming and water-related activities enhance the overall quality of life in our communities and play a vital role in promoting good physical and mental health, encourage togetherness with family and friends, boost our outdoor recreational economy, and provide safe places for all ages to learn, play, exercise, and grow; and
- WHEREAS,** robust and early water safety education, like that taught through the city's multiple swim lessons, lifeguard classes, and other programs, is critical to preventing drownings and recreational water-related accidents and injuries, especially for kids; and
- WHEREAS,** this month, the City of Wausau urges all residents, whether owners of private pools, users of public swimming facilities, or visitors of waterparks, state parks, or any lake or river, to be safe and understand the importance of following water safety rules for their own health and safety and the health and safety of others;

NOW, THEREFORE, be it resolved that I, Katie Rosenberg, Mayor of the City of Wausau, do hereby proclaim May 2021 as

NATIONAL WATER SAFETY MONTH

in the City of Wausau, State of Wisconsin, and I ask all citizens to recognize the ongoing efforts to educate the public on water safety and to help promote safe recreational use of water year-round.




Katie Rosenberg
Mayor, City of Wausau
May 1, 2021



PROCLAMATION

- WHEREAS,** Wausau's social, economic, and collective physical and mental well-being is predicated on our community's ability to ensure we are an open, inclusive, and diverse place to live and work; and
- WHEREAS,** a community's values are not only determined by its elected bodies but also its residents, families, business owners, non-profit leaders, community organizers, religious institutions, and schools; and
- WHEREAS,** while we seek to speak with one voice to affirm our region's commitment to being a welcoming community for all, it's imperative that today we boldly affirm our pledge to our diverse and vulnerable, populations; and
- WHEREAS,** the anti-inclusive rhetoric and opposition to diversity expressed in the article appearing in the May 18, 2021 edition of the New York Times entitled *A 'Community for All'? Not So Fast, This Wisconsin County Says* does not reflect the City of Wausau's opinions, values, or commitment to diversity and inclusion; and
- WHEREAS,** human diversity can be defined as differences in race, ethnicity, nationality, gender, gender identity, sexual identity, socio-economic status, age, physical and/or mental capabilities, and religious beliefs; and
- WHEREAS,** the City of Wausau recognizes diversity, inclusion, and equity as essential to positive and healthy lives, and is committed to ensuring people of all perspectives and experiences are welcome and feel safe in our community; and
- WHEREAS,** according to the 2019-2021 Marathon County LIFE Report, more than a third of those who responded reported one or more experiences of discrimination; an increase since 2017; and fewer than half of the 2019 LIFE Survey respondents said they were satisfied with the level of tolerance in the community; and
- WHEREAS,** Wausau seeks to create a community environment where all residents can celebrate and embrace their rich multicultural heritage without the fear of intimidation or hate-motivated violence; and
- WHEREAS,** our community is an open, inclusive, and diverse place to live and we continue to work to achieve racial and ethnic equity to foster cross-cultural understanding and advocate for minority populations; and



WHEREAS, the City of Wausau is welcoming and inclusive to all residents and visitors alike, no matter their age, race, color, national origin, religion, gender, sexual identity, disability or socio-economic, familial or veteran status; and

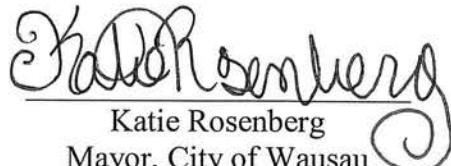
WHEREAS, Wausau is committed to being that aspirational Community for All;

NOW, THEREFORE I, Katie Rosenberg, Mayor of the City of Wausau, do hereby proclaim Wausau as

“A COMMUNITY FOR ALL”

and will continue to promote an environment that accepts, celebrates and appreciates diversity within the community while condemning any hate-based activity, treatment, or discrimination due to a person's protected class. And I call on our partners in government, residents, families, business owners, non-profit leaders, community organizers, religious institutions, and schools to do the same.




Katie Rosenberg
Mayor, City of Wausau
May 18, 2021

OFFICIAL PROCEEDINGS OF THE WAUSAU COMMON COUNCIL
held on Tuesday, May 11, 2021 at 6:30 pm In the Council Chambers at City Hall.
Mayor Katie Rosenberg presiding.

Roll Call

5/11/2021 6:33:41 PM

Roll Call shows 11 members

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

Proclamations

Mayor Rosenberg stated the proclamations can be viewed in the packet and on the city's website for: World Migratory Bird Day and Apraxia Awareness Day

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

- 1) Gary Gisselman, 319 Park Ave, spoke regarding file # 06-1016 in reference to repealing Section 3.10.010 referendum, which was put into effect by petition for direct legislation by the citizens in 2005. The next issue came up in 2015 with regard to instituting fees for garbage pickup and storm water management, which lost in the referendum. He felt the people have spoken twice and this should weigh in on their discussion this evening

Committee Reports

Board of Public Works: Insurance Claims January 201 – March 2021. (*Placed on file.*)

Consent Agenda

5/11/2021 6:38:41 PM

Motion by Neal, second by Peckham to adopt the Items on the Consent Agenda, which include:

Deb Ryan requested file #19-1113 be pulled from the Consent Agenda to vote on separately..

21-0401 Minutes of the previous meeting (4/27/21)

21-0504 Joint Resolution of the Airport Committee and the Finance Committee Authorizing the execution of Airport Ground Lease - Owen Jones and Wynn O. Jones II

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

Yes Votes: 11 No Votes: 0 Result: PASS

19-1113

5/11/2021 6:50:12 PM

Motion by Herbst, second by Rasmussen to adopt the Ordinance of the Plan Commission Repealing Section 23.06.50 Regulations for vacant buildings; amending Section 23.01.23 Definitions, Section 23.02.02 Standard zoning districts, Section 23.02.20 (RH-35) Rural Holding Zoning District, Section 23.02.30 (SR-2) Single Family Residential-2 Zoning District, Section 23.02.31 (SR-3) Single Family Residential-3 Zoning District, Section 23.02.32 (SR-5) Single Family Residential-5 Zoning District, Section 23.02.33 (SR-7) Single Family Residential-7 Zoning District, Section 23.02.34 (MH-7) Mobile Home Residential-7 Zoning District, Section 23.02.40 (DR-8) Duplex Residential-8 Zoning District, Section 23.02.41 (TF-10) Two Flat Residential-10 Zoning District, Section 23.02.42 (TRD-12) Townhome Residential-12 Zoning District, Section 23.02.43 (MRL-12) Multi-Family Residential-12 Zoning District, Section 23.02.52 (SO) Suburban Office Zoning District, Section 23.02.53 (SMU) Suburban Mixed-Use Zoning District, Section 23.02.54 (UMU) Urban Mixed-Use Zoning District, Section 23.02.55 (DPMU) Downtown Periphery Mixed-Use Zoning District, Section 23.03.03 Regulations applicable to all land uses, Section 23.03.05 Table of land uses, Section 23.03.06 Residential land uses, Section 23.03.28 Accessory land uses and structures, Section 23.06.02 Group and large development standards, Section 23.06.03 Vehicle

access standards, Section 23.06.05 Visibility standards, Section 23.06.06 Off-street parking and traffic circulation, Section 23.06.40 Fencing standards, Section 23.06.42 Swimming pool standards, Section 23.06.51 – 23.06.99 Reserved, Section 23.09.05 Definitions and rules related to sign groups, sign categories, and sign types, Section 23.09.27 Sign permits—Application, enforcement, and revocation

Yes Votes: 11 No Votes: 0 Result: PASS

21-0503

5/11/2021 6:51:00 PM

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

Ethics Board - Calvin Dexter; Reappointments to the Board of Zoning Appeals – Nancy Hoffmann, David Burke, David Oberbeck, Nan Giese; and Reappointment to the Building Advisory Board – Tom Mudrovich.

Yes Votes: 11 No Votes: 0 Result: PASS

15-0613

5/11/2021 6:51:38 PM

Motion by Watson, second by Neal to adopt the Resolution of the Economic Development Committee Approving third amendment to Blenker River East Brownstones Development Agreement Phase III

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

<u>District</u>	<u>Aldersperson</u>	<u>Vote</u>
1	Peckham, Patrick	YES
2	Martens, Michael	YES
3	Kilian, Tom	YES
4	Neal, Tom	YES
5	Wadinski, Jim	YES
6	McElhaney, Becky	YES
7	Rasmussen, Lisa	YES
8	Watson, Sarah	YES
9	Herbst, Dawn	YES
10	Larson, Lou	YES
11	Ryan, Debra	NO

06-1016

5/11/2021 7:32:03 PM

Motion by Rasmussen, second by Peckham to adopt the Ordinance of the Finance Committee Repealing Section 3.10.010 Referendum.

Lisa Rasmussen stated she believed this is something that has needed to happen for a long time. She stated this is one of the number one hindrances to the city being able to create creative and flexible change to bring mill rate relief to the residents. She explained, for example, currently residents pay for their garbage collection through their tax bill and is not a separate flat charge. They all put out the same container every week and get the exact same service, but there is a huge disparity when you use the value of the home to charge for a service. One house will pay \$900 a year and another house that pays \$17 a year for garbage collection, which is completely unfair to the taxpayers.

Rasmussen commented at the time the direct legislation went through for this ordinance there were no safeguards at the state level to prevent municipalities from essentially double-dipping by creating a fee and continue to tax the same. Three or four years later during the Walker administration safeguards were created that stated any new fee instituted by a municipality has to be met with a commensurate reduction of the levy. She pointed out the state now prevents what the direct legislation was trying to stop. Now it is a redundancy, but it also keeps the city from bringing about change to bring about fairness. She believed the referendum failed in 2015 because people did not attend listening sessions and did not understand it. The ordinance has served its purpose and now it needs to be repealed.

Tom Kilian stated on two separate occasions the people in large numbers demonstrated and indicated what their will and voice was. He stated we look out for the taxpayer and we are here represent their voices and therefore the repeal of this ordinance should be decided by a referendum.

Mayor Rosenberg asked for clarification if this has actually expired, making this an ordinance cleanup. City Attorney Anne Jacobson explained the ordinance was adopted by direct legislation rather than being implemented through a referendum. Subsequently, the question of whether to institute garbage and stormwater fees went to a referendum, not a repeal of this ordinance. The ordinance had

to stay on the books for two years, which we are long past, and then it can simply be repealed on a majority vote of the Council.

Becky McElhaney stated she would like to see the mill rate go down for everyone but believed people need to understand what is happening. She questioned what the fee would be for garbage collection across the board if everyone paid the same. Maryanne Groat explained some things would have to be decided by the Council beforehand, such as what services to be included in the charge like yard waste services and large item pickup. She indicated based on our current charge it would be approximately \$100 per household for just curbside collection and that would decrease the tax rate 48 cents per thousand. A home valued at \$194,000 would be at a break-even point, so a house worth more will save money and a house worth less will pay more because the tax rate currently is based on the value of the home.

Rasmussen stated if this would happen a separate bill for garbage is not sent out, but when the tax bill is received it would be itemized on that bill and be paid at the end of the year along with the taxes. She noted most of the surrounding communities do it that way, but because Wausau does not it puts us at a competitive disadvantage.

Pat Peckham pointed out the vote tonight is not about implementing any of these fees, it is just a vote on removing the referendum. He commented the danger of the referendum question asking for any sort of fee is that people won't be well informed on the issue and they will just see "fee increase" and vote no. He believed repeal of this will give the city more flexibility and enable us to be responsible custodians of the tax dollar.

Discussion continued.... <https://www.youtube.com/watch?v=CxOA4JdWBUk>

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

<u>District</u>	<u>Aldersperson</u>	<u>Vote</u>
1	Peckham, Patrick	YES
2	Martens, Michael	YES
3	Kilian, Tom	NO
4	Neal, Tom	YES
5	Wadinski, Jim	YES
6	McElhaney, Becky	YES
7	Rasmussen, Lisa	YES
8	Watson, Sarah	YES
9	Herbst, Dawn	YES
10	Larson, Lou	NO
11	Ryan, Debra	NO

21-0507

5/11/2021 7:35:08 PM

Motion by Watson, second by Larson to adopt Joint Resolution of the Park & Recreation Committee Approving contract with Epic Trail Design, LLC for Phase It of the Sylvan Hill Bike Park Improvements

Yes Votes: 11 No Votes: 0 Result: PASS

21-0505

5/11/2021 7:37:49 PM

Motion by Neal, second by Herbst to adopt the Ordinance of the Plan Commission Rezoning 117 and 119 East Chellis Street from SR-5, Single Family Residential-5 Zoning Distinct to HI, Heavy Industrial Zoning Distinct.

Eric Lindman explained the idea behind purchasing this property was to expand the yard waste site, which would almost double it. It will give us more storage area and allow vehicles to come in off the street and move them through faster.

Yes Votes: 11 No Votes: 0 Result: PASS

21-0506

5/11/2021 7:38:48 PM

Motion by Rasmussen, second by Neal to adopt the Ordinance of the Plan Commission Rezoning 209, 211 & 215 Short Street and 1214 North 3rd Street from TF-10, Two-Flat Residential-10 Zoning District to PUD, Planned Unit Development Zoning District and approve the General Development Plan to allow for a four-unit multi-family development with associated parking

Yes Votes: 11 No Votes: 0 Result: PASS

21-0508

5/11/2021 7:40:18 PM

Motion by Herbst, second by Mariana to adopt the Ordinance of the Plan Commission Rezoning 617 and 621 Forest Street from

NMU, Neighborhood Mixed Use Zoning District to PUD, Planned Unit Development Zoning District and approve the General Development Plan to allow for office spars, vehicle sales and parking lot.

Yes Votes: 11 No Votes: 0 Result: PASS

21-0509

5/11/2021 7:46:34 PM

Motion by Rasmussen, second by Neal to adopt the Ordinance of the Plan Commission Rezoning 1520 Elm Street from SMU, Suburban Mixed-Use Zoning District to PUD, Planned Unit Development Zoning District and approve the General Development Plan to allow for a new mixed-use apartment development.

Deb Ryan expressed concerns about the traffic pattern due to entrance and exit on Elm Street. Rasmussen indicated CISM and the police department will continue to monitor the situation as the project comes together.

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

<u>District</u>	<u>Aldersperson</u>	<u>Vote</u>
1	Peckham, Patrick	YES
2	Martens, Michael	YES
3	Kilian, Tom	NO
4	Neal, Tom	YES
5	Wadinski, Jim	YES
6	McElhaney, Becky	YES
7	Rasmussen, Lisa	YES
8	Watson, Sarah	YES
9	Herbst, Dawn	YES
10	Larson, Lou	NO
11	Ryan, Debra	NO

21-0509

5/11/2021 7:48:23 PM

Motion by Rasmussen, second by Neal to adopt the Ordinance of the Plan Commission Rezoning 1601 Elm Street from SMU, Suburban Mixed-Use Zoning District to PUD, Planned Unit Development Zoning District and approve the General Development Plan to allow for off-street parking for a new multi-family mixed-use development.

Ryan noted this is the lower terrace of the Mountain Lanes property and is planned for additional ground parking, but for the property across the street. She felt it could be a safety issue for people crossing mid-block and because of bus traffic during the day.

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

<u>District</u>	<u>Aldersperson</u>	<u>Vote</u>
1	Peckham, Patrick	YES
2	Martens, Michael	YES
3	Kilian, Tom	NO
4	Neal, Tom	YES
5	Wadinski, Jim	NO
6	McElhaney, Becky	YES
7	Rasmussen, Lisa	YES
8	Watson, Sarah	YES
9	Herbst, Dawn	YES
10	Larson, Lou	NO
11	Ryan, Debra	YES

Public Comment and Suggestions:

Debra Ryan, 702 Elm St, stated she is hearing from more transit riders and believed the Transit Commission needs a subcommittee of transit riders to provide more input.

Adjourn

5/11/2021 7:50:13 PM

Motion by Watson, second by Peckham to adjourn the meeting. Motion carried unanimously. Meeting adjourned 7:50 p.m.

Katie Rosenberg, Mayor
Leslie M. Kremer, City Clerk

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

INITIAL RESOLUTION OF THE CAPITAL IMPROVEMENTS AND STREET MAINTENANCE COMMITTEE

Setting a public hearing regarding vacating and discontinuing an unpaved alley abutting 205 and 209-211 Short Street, 1202, 1210 and 1212 North 3rd Street

Committee Action: Approved 5-0

Fiscal Impact: None

File Number: 21-0511

Date Introduced: May 25, 2021

FISCAL IMPACT SUMMARY

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

RESOLUTION

WHEREAS, pursuant to Wis. Stats. 66.1003(4)(a), it is declared that since the public interest requires it, the following described unpaved alley in the City of Wausau be vacated and discontinued:

Part of A. Warren Jr's. Second Addition, being part of the SW ¼ of the NW ¼, Section 25, Township 29 North, Range 7 East, City of Wausau, Marathon County, Wisconsin, described as follows:

All of the 12 foot wide alley lying adjacent to and between Lot 1 and Lot 24, Block 10, said A. Warren Jr's. Second Addition.

WHEREAS, the Capital Improvements and Street Maintenance Committee at its May 13, 2021, meeting recommended that a hearing be held.

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of Wausau, that a hearing on the passage of the foregoing resolution shall be held before the Capital Improvements and Street Maintenance Committee of the City of Wausau, in the Council Chambers of City Hall, City of Wausau, Marathon County, Wisconsin, on the 8th day of July, 2021, at 5:15 p.m., on said day, and the proper City officials are hereby authorized and directed to give notice of said hearing by personal service and publication of said hearing as provided by law.

Approved:

Katie Rosenberg, Mayor

CAPITAL IMPROVEMENTS AND STREET MAINTENANCE COMMITTEE

Date of Meeting: May 13, 2021, at 5:15 p.m. in the Council Chambers of City Hall.

Members Present: Lisa Rasmussen, Tom Neal, Debra Ryan, James Wadinski, Lou Larson

Also Present: Mayor Katie Rosenberg, Eric Lindman, Allen Wesolowski, TJ Niksich, Tara Alfonso, Cord Buckner, Lori Wunsch

CONSENT AGENDA

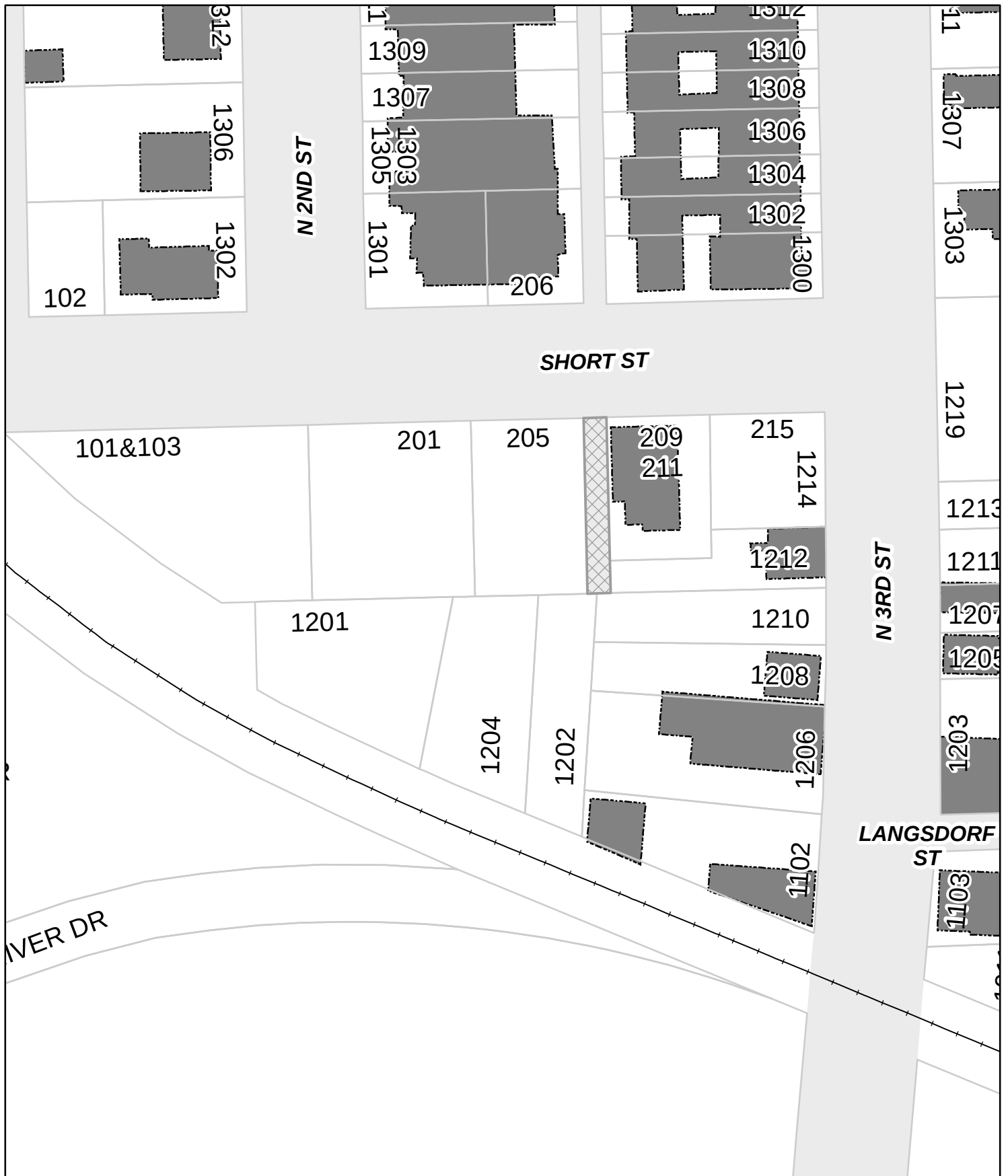
- A. Approve minutes of the April 8, 2021 meeting**
- B. Action on Easement to WPS Corporation for burying electrical conductors to serve the Wastewater Treatment Facility**
- C. Action on Preliminary Resolution to vacate and discontinue the unpaved alley abutting 205 and 209-211 Short Street and 1202, 1210 and 1212 North 3rd Street**
- D. Action on Stormwater Maintenance Agreement with Westside Real Estate LLC at 7333 Stewart Avenue**
- E. Action on Temporary Access Agreement with WPS Corporation at 112 East Wausau Avenue**

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

Agenda Item No.
1C

STAFF REPORT TO CISM COMMITTEE – May 13, 2021

AGENDA ITEM
Action on Preliminary Resolution to vacate and discontinue the unpaved alley abutting 205 and 209-211 Short Street and 1202, 1210 and 1212 North 3 rd Street
BACKGROUND
The alley described above is not actively used at this time. The engineering department is recommending this alley be taken to a hearing to vacate.
FISCAL IMPACT
Minimal, the area vacated by the alley would revert back to the abutting land owners.
STAFF RECOMMENDATION
Staff recommends supporting the resolution.
Staff contact: Allen Wesolowski 715-261-6762



0 25 50 100 Feet

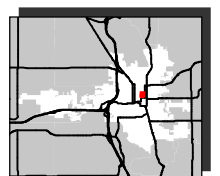
Map Date: April 29, 2021

CITY OF WAUSAU

Marathon County, Wisconsin

Legend

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



RESOLUTION OF THE CAPITAL IMPROVEMENTS & STREET MAINTENANCE COMMITTEE

Approving 2021 North 12th Avenue Sidewalk Project and Authorization to Let Bids

Committee Action: Approved 5-0

Fiscal Impact: Estimated construction cost \$60,000; estimated special assessments \$12,000

File Number: 21-0317

Date Introduced: May 25, 2021

FISCAL IMPACT SUMMARY

COSTS	<i>Budget Neutral</i>	Yes ☐ No ☒	
	<i>Included in Budget:</i>	Yes ☒ No ☐	<i>Budget Source:</i>
	<i>One-time Costs:</i>	Yes ☒ No ☐	<i>Amount: \$60,000</i>
	<i>Recurring Costs:</i>	Yes ☐ No ☐	<i>Amount:</i>
SOURCE	<i>Fee Financed:</i>	Yes ☐ No ☐	<i>Amount:</i>
	<i>Grant Financed:</i>	Yes ☐ No ☐	<i>Amount:</i>
	<i>Debt Financed:</i>	Yes ☒ No ☐	<i>Amount: \$60,000 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 installation of sidewalk on the east side of 12th Avenue from Merrill Avenue to Randolph Street has been proposed for construction during 2021; and

WHEREAS, this project is assessable in whole or in part to the abutting property owners on the east side of 12th Avenue for special benefits conferred upon properties by the installation of sidewalk; a preliminary resolution to levy special assessments to the abutting owners was adopted by the Common Council on March 23, 2021; and the Engineer's report has been filed with the City Clerk; and

WHEREAS, the Board of Public Works conducted public hearings for the project special assessments on April 20, 2021; and

WHEREAS, the Capital Improvements and Street Maintenance Committee discussed the proposed project at its meeting on May 13, 2021 and recommends work be accomplished in 2021; and

BE IT RESOLVED that the Common Council authorizes securing of bids for the installation of sidewalk on the east side of 12th Avenue from Merrill Avenue to Randolph Street.

Approved:

Katie Rosenberg, Mayor

CAPITAL IMPROVEMENTS AND STREET MAINTENANCE COMMITTEE

Date of Meeting: May 13, 2021, at 5:15 p.m. in the Council Chambers of City Hall.

Members Present: Lisa Rasmussen, Tom Neal, Debra Ryan, James Wadinski, Lou Larson

Also Present: Mayor Katie Rosenberg, Eric Lindman, Allen Wesolowski, TJ Niksich, Tara Alfonso, Cord Buckner, Lori Wunsch

12th Avenue Sidewalk Project: Discuss public hearing results and make recommendation

Rasmussen noted that a public hearing was held regarding installing sidewalk between Randolph Street and Merrill Avenue alongside of the Urban West apartment complex. A letter was received from the owner and is included in the packet. This lies within District 7 and Rasmussen has had massive requests for sidewalk in this block. It would give a continuous sidewalk between Merrill Avenue, Randolph Street and 12th Avenue. Nearly every resident of the Village Cooperative signed the petition. Even though the developer feels they do not want to pay for or maintain the sidewalk, it is a plus for the neighborhood. It is an important linkage between Wausau West and Merrill Avenue. There is a lot of foot traffic since they opened Subway and Briq's. Before Urban West was built the Board of Village Cooperative and Rasmussen held an in-person meeting with SC Swiderski's representative to address concerns about various design considerations. They were told then the residents at the Village and the neighborhood wanted sidewalk, so they have had a number of years to adjust.

Larson asked if there is sidewalk across the street; Rasmussen replied no. Ryan added that one side of the street has homes and no sidewalk. The mailboxes are similar to rural mailboxes. Urban West was built across the street. The south side of Randolph has baseball fields. This is an area where people walk to Subway or Briq's and she has seen people walking in the street. With the way the homes are across the street, she feels it would be easier to put sidewalk on the Urban West side. She feels for safety reasons we need to proceed with the sidewalk. Rasmussen agrees and feels the lack of sidewalk has been problematic. She believes a second building is planned, which means traffic flow will go up. There will be added conflict between cars and pedestrians.

Neal moved to approve the 12th Avenue Sidewalk Project. Ryan seconded and the motion carried unanimously 5-0.

BOARD OF PUBLIC WORKS

Date of Meeting: April 20, 2021, at 4:00 p.m. in the Council Chambers

Members Present: Eric Lindman, Maryanne Groat, Anne Jacobson

Also Present: TJ Niksich, 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.

PUBLIC HEARING: 2021 Sidewalk Project

Installation of sidewalk on the east side of 12th Avenue from Randolph Street to Merrill Avenue

Lindman explained the purpose of the meeting is to take comments from property owners regarding special assessments. The comments received are forwarded to the Capital Improvements and Street Maintenance Committee (CISM) which will meet May 13, 2021 at 5:15 p.m. CISM will approve, disapprove or modify the plans or assessments for the project and forward a recommendation to the Common Council. It is anticipated the Common Council will take action at the May 25, 2021 meeting. There were no objections to dispense with the reading of the official hearing notice.

Lindman indicated the estimated assessment rate is \$19 per foot.

At this time, Lindman opened the public hearing and asked for persons in attendance who wished to speak regarding special assessments to come to the podium and give their name, address and comments.

No one came forward for comment. Lindman read into record a comment received from Lowanne Brokaw who lives in the Village Cooperative. She frequently walks this section of 12th Avenue and indicated it is necessary to walk in the street or in a yard. She has had some cars come close to hitting her, especially at the corners. With additional cars from Urban West, there has been even more traffic. Not only residents from her building walk this block, but also students from Wausau West walk to Briq's and Subway in addition to walking to and from school. She feels in the interest of safety a sidewalk is needed. She suggested completing the sidewalk on Randolph in front of the synagogue before the next Urban West is built. This would prevent walkers from having to cross Randolph twice.

There were no further comments and the public hearing was closed.

Jacobson moved to adjourn the meeting. Seconded by Groat. Meeting adjourned at approximately 4:05 p.m.

AGENDA ITEM
12 th Avenue Sidewalk Project: Discuss public hearing results and make recommendation
BACKGROUND
Sidewalk is proposed to be extended on the east side of 12 th Avenue between Randolph Street and Merrill Avenue. A public hearing was held by the Board of Public Works on Tuesday April 20 th 2021. The purpose of the hearing was to take testimony on the project and the proposed special assessments for the project.
FISCAL IMPACT
The project is approximately \$35,000. The actual cost of the project will be determined after the bidding process.
STAFF RECOMMENDATION
Staff recommends approving the project and the associated special assessments.
Staff contact: Allen Wesolowski 715-261-6762



EXPERTISE | EXPERIENCE | INTEGRITY

5/12/2021

Subject: 12th Avenue Sidewalk Project

To City of Wausau:

Thank you for sharing your plans for the proposed sidewalk on 12th Avenue from Randolph Street to Merrill Avenue. As the sole property owner that will be affected by the expense of sidewalk proposal, we would like to share our opposition to the project.

As the property owner, we value green space at this site and know that our tenants appreciate having as much grass as possible on the property. The upfront expense for installation is substantial. In addition, the sidewalk will also add significant maintenance and snow removal expense on an ongoing basis.

Sidewalks already exist along Merrill Avenue and provide opportunity for pedestrians to move through the city. We are currently responsible for a portion of this sidewalk and feel that it adequately serves the community. We did not initiate a request for this sidewalk. In speaking to our on-site property manager, tenants have not expressed concern about walking in the area. We had two company representatives attend the public hearing on April 20, 2021 and did not witness any of our tenants living at the property there to support the sidewalk.

Thank you for listening to our concerns about the sidewalk proposal. We ask that you not move forward with the project and assessment.

Sincerely,

A handwritten signature in black ink, appearing to read 'Nathanael Popp', written over a light blue horizontal line.

Nathanael Popp, COO

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

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

Approving storm sewer easement with Aedifix Builds, Inc. at 201 and 205 Short Street, 1201 North 2nd Street and 1204 North 3rd Street

Committee Action: Approved 5-0

Fiscal Impact: None

File Number: 21-0512

Date Introduced: May 25, 2021

FISCAL IMPACT SUMMARY

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

RESOLUTION

WHEREAS, Aedifix Builds, Inc. recently purchased the properties at 201 and 205 Short Street, 1201 North 2nd Street and 1204 North 3rd Street from the city for development of a six unit townhome building and a mini storage building; and

WHEREAS, there currently exists a storm sewer across the properties and the city would like to retain an easement for repair and/or replacement of the storm sewer; and

WHEREAS, your Capital Improvements and Street Maintenance Committee, at their May 13, 2021 meeting, discussed and approved entering into a 20 foot storm sewer easement with Aedifix Builds, Inc.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Wausau that it hereby approves the execution of the attached 20 foot storm sewer 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 13, 2021, at 5:15 p.m. in the Council Chambers of City Hall.

Members Present: Lisa Rasmussen, Tom Neal, Debra Ryan, James Wadinski, Lou Larson

Also Present: Mayor Katie Rosenberg, Eric Lindman, Allen Wesolowski, TJ Niksich, Tara Alfonso, Cord Buckner, Lori Wunsch

Discussion and possible action on Storm Sewer Easement with Aedifix Builds, Inc. at 201 and 205 Short Street, 1201 North 2nd Street, and 1204 North 3rd Street

Wesolowski explained this storm sewer is existing. When the parcels are sold to the developer, we want an easement to maintain the storm sewer in the future.

Wadinski moved to approve. Seconded by Neal and the motion carried unanimously 5-0.

AGENDA ITEM

Discussion and possible action on Storm Sewer Easement with Blenker Developments LLC at 201 Short Street, 205 Short Street, 1201 North 2nd Street, and 1204 North 3rd Street

BACKGROUND

The City currently owns the above referenced parcels. A large 96” storm sewer runs through these parcels. The parcels are proposed to be sold by the City for development. The City will need to retain an easement over the storm sewer to protect the storm sewer and for future maintenance or replacement.

FISCAL IMPACT

None, the easement will be granted to the City at the time of closing on the property.

STAFF RECOMMENDATION

Staff recommends approving the easement contingent upon the sale of the property.

Staff contact: Allen Wesolowski 715-261-6762

EASEMENT AGREEMENT

THIS AGREEMENT, made this _____ day of May, 2021, by and between, Aedefix Builds, Inc, Grantor, and City of Wausau, a municipal corporation, Grantee;

WITNESSETH:

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

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

Part of Lot 1, Block 10, A. Warren Jr's. Second Addition, being part of the SW ¼ of the NW ¼, and part of Certified Survey Map No. 4445 recorded in Office of Register of Deeds for Marathon County in Volume 16 of Certified Survey Maps on Page 213, and part of Lot 1 of Certified Survey Map No. 7345 recorded in Office of Register of Deeds for Marathon County in Volume 28 of Certified Survey Maps on Page 118, being part of the NW ¼ of the SW ¼, all in Section 25, Township 29 North, Range 7 East, City of Wausau, Marathon County, Wisconsin, described as follows:

A 20 foot wide strip of land centered on the following described centerline:

Commencing at the Northeast corner of said Lot 1, Block 10; thence S 1°06'04" E, along the East line of said Lot 1, 56.27 feet to the point of beginning of said line; thence S 73°25'05" W, 55.25 feet; thence S 61°10'07" W, 123 feet to the Southerly line of said Certified Survey Map No. 4445 and the end of said centerline.

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.

Recording Area

Name and Return Address

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

PIN: 291.2907.252.0323, 291.2907.252.0322,
291.2907.253.0990, 291.2907.253.0991

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

CITY OF WAUSAU BY:

AEDIFIX BUILDS, INC. BY:

Katie Rosenberg, Mayor

Jason Blenker, President

Leslie M. Kremer, City Clerk

STATE OF WISCONSIN)
) ss.
COUNTY OF MARATHON)

Personally came before me this____day of May, 2021, the above named Katie Rosenberg, Mayor, and Leslie M. Kremer, City Clerk for the City of Wausau, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Notary Public, Wisconsin

My commission expires:_____

STATE OF WISCONSIN)
) ss.
COUNTY OF MARATHON)

Personally came before me this____day of May, 2021, the above named Jason Blenker, President of Aedifix Builds, Inc., to me known to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public, Wisconsin

My commission expires:_____

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



Map Date: April 9, 2021

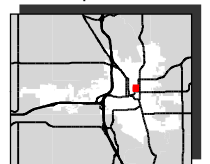
City of Wausau
Marathon County Wisconsin

0 25 50
Feet

Legend

- Parcels
- Building Footprints
- Right - of - Way
- Proposed Storm Sewer Easement

Map Location



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 (Westside Real Estate LLC – 7333 Stewart Avenue)

Committee Action: Approved 5-0

Fiscal Impact: None

File Number: 21-0315

Date Introduced: May 25, 2021

FISCAL IMPACT SUMMARY

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

RESOLUTION

WHEREAS, your Capital Improvements and Street Maintenance Committee met on May 13, 2021 to review the agreement and recommends approval of an Agreement for the Management and Maintenance of a Stormwater Facility for Westside Real Estate LLC, for stormwater facilities on their property at 7333 Stewart Avenue; now therefore

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

Approved:

Katie Rosenberg, Mayor

CAPITAL IMPROVEMENTS AND STREET MAINTENANCE COMMITTEE

Date of Meeting: May 13, 2021, at 5:15 p.m. in the Council Chambers of City Hall.

Members Present: Lisa Rasmussen, Tom Neal, Debra Ryan, James Wadinski, Lou Larson

Also Present: Mayor Katie Rosenberg, Eric Lindman, Allen Wesolowski, TJ Niksich, Tara Alfonso, Cord Buckner, Lori Wunsch

CONSENT AGENDA

- A. Approve minutes of the April 8, 2021 meeting**
- B. Action on Easement to WPS Corporation for burying electrical conductors to serve the Wastewater Treatment Facility**
- C. Action on Preliminary Resolution to vacate and discontinue the unpaved alley abutting 205 and 209-211 Short Street and 1202, 1210 and 1212 North 3rd Street**
- D. Action on Stormwater Maintenance Agreement with Westside Real Estate LLC at 7333 Stewart Avenue**
- E. Action on Temporary Access Agreement with WPS Corporation at 112 East Wausau Avenue**

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

AGENDA ITEM
Action on Stormwater Maintenance Agreement with Westside Real Estate LLC at 7333 Stewart Ave
BACKGROUND
Westside Real Estate, LLC is proposing to expand the facilities at Westside Warehousing located at 7333 Stewart Avenue. The proposed development will consist of the 2 buildings, parking lot landscaping and stormwater facilities. The parking lot, building and associated facilities will total approximately 5 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 attached 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

Document No.

Document Title

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

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

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

WITNESSETH:

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

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

Recording Area

Name and Return Address

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

PIN: 291-2906-361-0995

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:

By: _____

By: _____ Jim Peter

CITY OF WAUSAU:

By: _____

Katie Rosenberg, Mayor

By: _____

Leslie Kremer, Clerk

STATE OF WISCONSIN)
) ss.
COUNTY OF MARATHON)

Personally came before me this 28th day of April, 2021, the above-named JIM PETER
and JIM PETER of WESTSIDE REAL ESTATE LLC, to me known to be
the person(s) who executed the foregoing instrument and acknowledged the same.

Brittany Haugen
Notary Public, Wisconsin
My commission: June 27, 2024



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: _____

EXHIBIT B

STORM WATER FACILITIES MAINTENANCE SCHEDULE AND PROCEDURES

FOR

WESTSIDE WAREHOUSE
7333 STEWART AVENUE
WAUSAU, WI 54401

LOT 1 OF CERTIFIED SURVEY MAP NO. 11344, BEING PART OF THE SOUTHEAST ¼ OF THE
NORTHEAST ¼ OF SECTION 36, TOWNSHIP 29 NORTH, RANGE 6 EAST, CITY OF WAUSAU,
MARATHON COUNTY, WISCONSIN.

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

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

1. DEBRIS: Removal of trash, debris, and noxious weeds should be done on a regular basis to maintain aesthetics and functionality of the stormwater facilities on the site.
2. STORM SEWER PIPES AND STRUCTURES: Remove accumulated sediment and/or debris from the storm sewer structures, piping, sumps, curb gutters, inlets and outfalls on the site.
3. RIPRAP: Inspect riprap and repair/replace as needed to protect from erosion and maintain function of riprap.
4. MOWING: Mow pond side slopes, swales, and embankments to promote aesthetics and control weed growth and establishment of woody vegetation. Do not allow brush to accumulate or woody vegetation to grow within swales or ponds. The first mowing of newly planted seed shall occur once it reaches a height of 10 to 12 inches. Mowing shall reduce the height of plants to 5 to 6 inches. After establishment, mowing shall occur once in the fall (after November 1). The area shall be mowed to a height of 5 to 6 inches.
5. SEDEMENTATION: Remove accumulated sediment from the swales and/or ponds once the sediment interferes with functionality.
6. BIORETENTION PLANTING TREATMENTS: Replacement of dead plant life with new plant plugs of a mesic or wet prairie type designation per the WDNR approved plant list should be done as necessary to help maintain infiltration rates as the roots will assist with this. Replace or restore hardwood mulch within the bottom of the pond following rainfall events. The mulch will only be required during the first two growing seasons until the plantings are established.
7. BIORETENTION ENGINEERED SOIL MIX: Following rainfall events, verify the ability for the bioretention facilities to drain. If standing surface water is regularly present within the facility following 48 hours of dry weather, the engineered soil mix may need to be loosened or replaced to restore the infiltration rate. Plantings may be salvaged and replanted if work is done during spring or fall.
8. INFILTRATION PONDS: Immediately after rainfall events, verify the ability for the infiltration ponds to drain. If standing surface water is still observed within the facility following a typical rainfall event and 72 hours of subsequent dry weather, the bottom soils may need to be loosened or removed and replaced with sand to restore the infiltration rate. Pumping operations shall be employed to dewater as needed for maintenance activity.
9. SIDE SLOPES AND EMBANKMENTS: Inspect embankments and side slopes on the site for settlement and sloughing. Repair as required.
10. SNOW PLOWING: Do not stockpile additional snow within the bioretention ponds, infiltration ponds or swales as this will cause premature failure of the device due to compaction and added sediment.

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

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

Accepting Easement with Wisconsin Public Service to bury electrical conductors at 435 Adrian Street

Committee Action: Approved 5-0

Fiscal Impact: Cost of the service is included in the project budget.

File Number: 21-0516

Date Introduced: May 25, 2021

FISCAL IMPACT SUMMARY

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

RESOLUTION

WHEREAS, the Wastewater Treatment Facility Plant is located at 435 Adrian Street; and

WHEREAS, Wisconsin Public Service has requested an easement on the property to install underground electrical conductors to service the Wastewater Treatment Facility; and

WHEREAS, the installation of underground electrical conductors is part of the Wastewater Treatment Facility Plant upgrades which will bring redundant power feeds to the facility; and

WHEREAS, your Capital Improvements and Street Maintenance Committee met on May 13, 2021 to review the proposed easement and recommends approval; now therefore

BE IT RESOLVED the Common Council of the City of Wausau does hereby approve the easement agreement, a copy of which is attached hereto and incorporated herein by reference, with WPS to have the easement 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 13, 2021, at 5:15 p.m. in the Council Chambers of City Hall.

Members Present: Lisa Rasmussen, Tom Neal, Debra Ryan, James Wadinski, Lou Larson

Also Present: Mayor Katie Rosenberg, Eric Lindman, Allen Wesolowski, TJ Niksich, Tara Alfonso, Cord Buckner, Lori Wunsch

CONSENT AGENDA

- A. Approve minutes of the April 8, 2021 meeting**
- B. Action on Easement to WPS Corporation for burying electrical conductors to serve the Wastewater Treatment Facility**
- C. Action on Preliminary Resolution to vacate and discontinue the unpaved alley abutting 205 and 209-211 Short Street and 1202, 1210 and 1212 North 3rd Street**
- D. Action on Stormwater Maintenance Agreement with Westside Real Estate LLC at 7333 Stewart Avenue**
- E. Action on Temporary Access Agreement with WPS Corporation at 112 East Wausau Avenue**

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

Agenda Item No.
1B

STAFF REPORT TO CISM COMMITTEE – May 13, 2021

AGENDA ITEM
Action on Easement to WPS Corporation for burying electrical conductors to serve the Wastewater Treatment Facility
BACKGROUND
WPS is requesting an easement to install underground electrical conductors at the WWTF. This is part of the facility upgrades which will bring redundant power feeds to the facility.
FISCAL IMPACT
Cost of the service is included in the project budget.
STAFF RECOMMENDATION
Staff recommends approving the easement.
Staff contact: Eric Lindman 715-261-6745

1056094 WPSC

DOCUMENT NUMBER

ELECTRIC UNDERGROUND EASEMENT

THIS INDENTURE is made this _____ day of _____, _____, by and between **City of Wausau**, ("Grantor") and **WISCONSIN PUBLIC SERVICE CORPORATION**, a Wisconsin Corporation, along with its successors and assigns (collectively, "Grantee") for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor, owner of land, hereby grants and warrants to, Grantee, a permanent easement upon, within, beneath, over and across a part of Grantor's land hereinafter referred to as "easement area" more particularly described as follows:

As shown on the *attached Exhibit "A"*.

Return to:
Wisconsin Public Service Corp.
Real Estate Dept.
P.O. Box 19001
Green Bay, WI 54307-9001

Parcel Identification Number (PIN)
29129073630880

1. **Purpose: ELECTRIC UNDERGROUND** - The purpose of this easement is to construct, install, operate, maintain, repair, replace and extend underground utility facilities, conduit and cables, electric pad-mounted transformers, manhole, electric pad-mounted switch-fuse units, electric pad-mounted vacuum fault interrupter, concrete slabs, power pedestals, riser equipment, terminals and markers, together with all necessary and appurtenant equipment under and above ground as deemed necessary by Grantee, all to transmit electric energy, signals, television and telecommunication services, including the customary growth and replacement thereof. Trees, bushes, branches and roots may be trimmed or removed so as not to interfere with Grantee's use of the easement area.
2. **Access:** Grantee shall have the right to enter on and across any of the Grantor's property outside of the easement area as may be reasonably necessary to gain access to the easement area and as may be reasonably necessary for the construction, installation, operation, maintenance, inspection, removal or replacement of the Grantee's facilities.
3. **Buildings or Other Structures:** Grantor agrees that no structures will be erected in the easement area or in such close proximity to Grantee's facilities as to create a violation of all applicable State of Wisconsin electric and gas codes or any amendments thereto.
4. **Elevation:** Grantor agrees that the elevation of the ground surface existing as of the date of the initial installation of Grantee's facilities within the easement area will not be altered by more than 4 inches without the written consent of Grantee.
5. **Restoration:** Grantee agrees to restore or cause to have restored Grantor's land, as nearly as is reasonably possible, to the condition existing prior to such entry by Grantee or its agents. This restoration, however, does not apply to any trees, bushes, branches or roots which may interfere with Grantee's use of the easement area.
6. **Exercise of Rights:** It is agreed that the complete exercise of the rights herein conveyed may be gradual and not fully exercised until sometime in the future, and that none of the rights herein granted shall be lost by non-use.

7. **Binding on Future Parties:** This grant of easement shall be binding upon and inure to the benefit of the heirs, successors and assigns of all parties hereto.
8. **Easement Review:** Grantor acknowledges receipt of materials which describe Grantor's rights and options in the easement negotiation process and furthermore acknowledges that Grantor has had at least 5 days to review this easement document *or* voluntarily waives the five day review period.

[REMAINDER OF PAGE LEFT BLANK]

WITNESS the hand and seal of the Grantor the day and year first above written.

City of Wausau

Corporate Name

Sign Name

Print name & title

Sign Name

Print name & title

STATE OF _____)

)SS

COUNTY OF _____)

This instrument was acknowledged before me this _____ day of _____, _____, by the above-named _____

City of Wausau, to me known to be the Grantor(s) who executed the foregoing instrument on behalf of said Grantor(s) and acknowledged the same

Sign Name _____

Print Name _____

Notary Public, State of _____

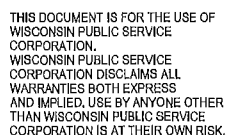
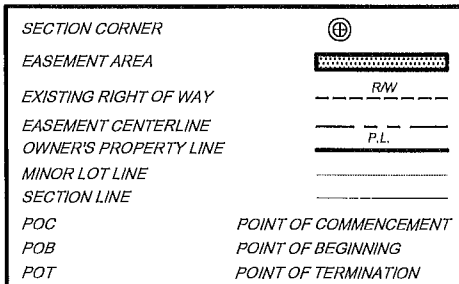
My Commission expires: _____

This instrument drafted by: Katherine Troutt

Wisconsin Public Service Corporation

Date	County	Municipality	Site Address	Parcel Identification Number
April 8, 2021	Marathon	City of Wausau	400 Myron St	29129073630880
Real Estate No.	WPSC District	WR#	WR Type	I/O
1056094	Wausau-61	3153016	ERU	22500061EC

Part of Certified Survey Map No. 5354, Recorded in the Marathon County Register of Deeds
Volume 19 of Certified Survey Maps Page 222, Document No. 904661, being part of
Government Lot 3 of Section 35 and Government Lot 4 of Section 36, Township 29 North,
Range 7 East, City of Wausau, County of Marathon, State of Wisconsin.



3376 PACKERLAND DRIVE
ASHWAUBENON, WI 54115
(920) 498-1200

NOTE: BEARINGS FOR THIS MAP BASED
ON THE WISCONSIN COUNTY COORDINATE
SYSTEM (MARATHON ZONE) NAD83(2011).
DISTANCES ARE GROUND.

SHEET NUMBER 1 OF 2

EASEMENT MAP (EXHIBIT "A")

Part of Certified Survey Map No. 5354, Recorded in the Marathon County Register of Deeds
Volume 19 of Certified Survey Maps Page 222, Document No. 904661, being part of
Government Lot 3 of Section 35 and Government Lot 4 of Section 36, Township 29 North,
Range 7 East, City of Wausau, County of Marathon, State of Wisconsin.

LEGAL DESCRIPTION FOR CENTERLINE OF A 12 FOOT WIDE EASEMENT

Commencing at the Southeast Quarter Corner of Section 35, T29N-R7E;
Thence S89°45'54"W, along the South line of the Southeast 1/4 of said Section
35, a distance of 9.98 feet;
Thence N00°14'06"W, a distance of 69.88 feet to the **Point of Beginning A**;
Thence N26°29'40"E, 189.85 feet;
Thence S88°54'58"E, 344.21 feet to **Reference Point B**;
Thence N00°17'41"W, 62.17 feet to **Reference Point C**;
Thence continuing N00°17'41"W, 204.67 feet;
Thence N07°10'09"W, 77.46 feet;
Thence N26°46'14"E, 13.06 feet;
Thence N00°25'52"W, 227.49 feet to the South right of way line of Adrian
Street and the **Point of Termination A**.

AND ALSO

Commencing at the above said **REFERENCE POINT B**;
Thence S00°17'41"E, 2.78 feet to **Reference Point D**;
Thence continuing S00°17'41"E, 6.00 feet to the Point of **Termination B**;

AND ALSO

Commencing at the above said **REFERENCE POINT C**;
Thence N10°05'22"E, 20.18 feet to **Reference Point E**;
Thence continuing N10°05'22"E, 121.65 feet;
Thence N00°12'56"E, 308.02 feet to **Reference Point F**;
Thence N60°45'56"W, 148.19 feet to the South right of way line of Adrian
Street and the **Point of Termination C**;

AND ALSO

Commencing at the above said **REFERENCE POINT D**;
Thence S88°12'05"E, 109.00 feet to the **Point of Termination D**;

AND ALSO

Commencing at the above said **REFERENCE POINT E**;
Thence S03°41'57"E, 45.07 feet;
Thence S23°20'32"E, 44.20 feet to the **Point of Termination E**;

AND ALSO

Commencing at the above said **REFERENCE POINT F**;
Thence N00°12'56"E, 2.20 feet;
Thence N46°52'26"W, 103.16 feet to the South right of way line of Adrian
Street and the **Point of Termination F**.



THIS DOCUMENT IS FOR THE USE OF
WISCONSIN PUBLIC SERVICE
CORPORATION.
WISCONSIN PUBLIC SERVICE
CORPORATION DISCLAIMS ALL
WARRANTIES BOTH EXPRESS
AND IMPLIED, USE BY ANYONE OTHER
THAN WISCONSIN PUBLIC SERVICE
CORPORATION IS AT THEIR OWN RISK.

AYRES

3376 PACKERLAND DRIVE
ASHWAUBENON, WI 54115
(920) 498-1200

NOTE: BEARINGS FOR THIS MAP BASED
ON THE WISCONSIN COUNTY COORDINATE
SYSTEM (MARATHON ZONE) NAD83(2011).
DISTANCES ARE GROUND.

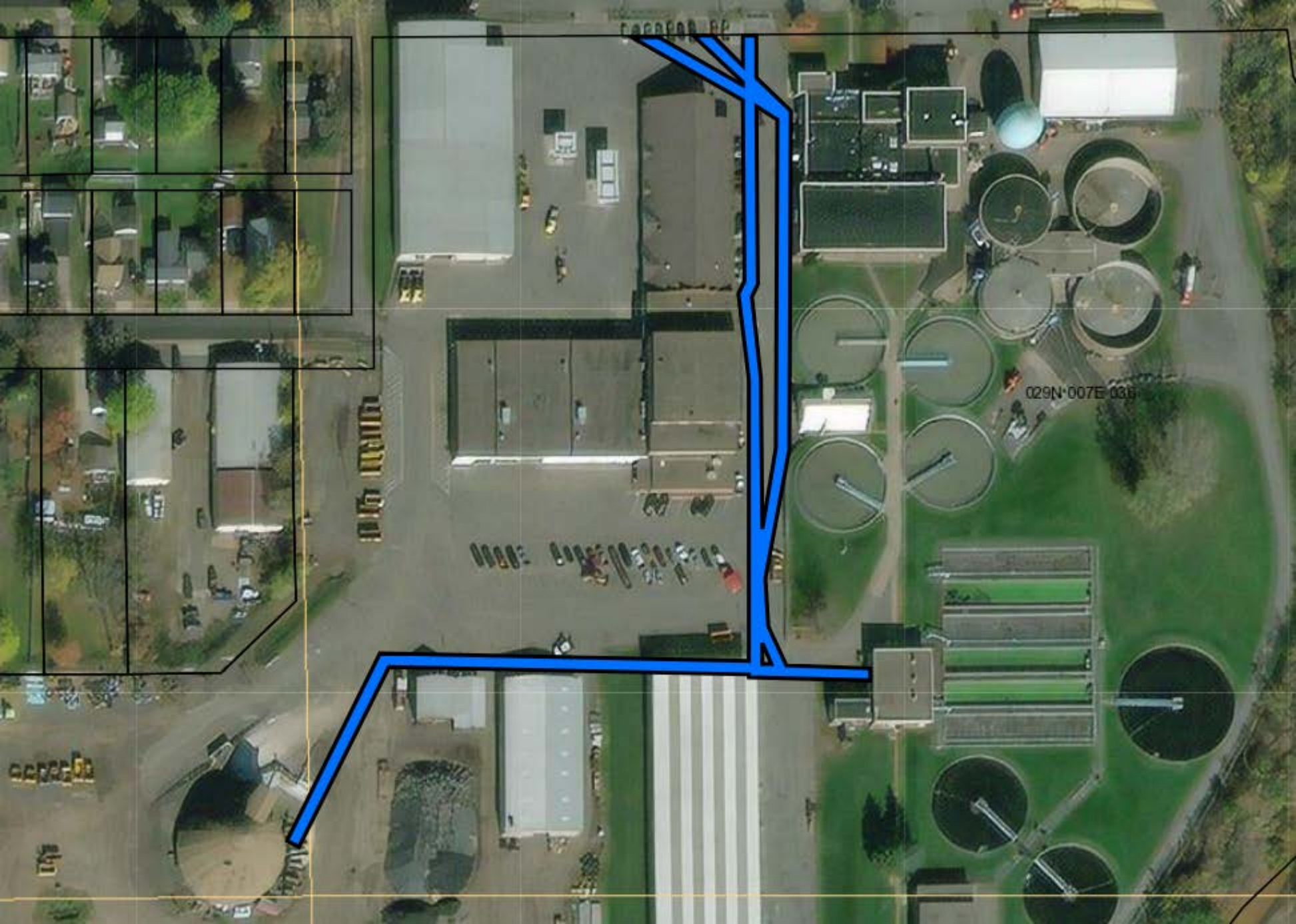
REVISIONS	TRACKING
	WR3153016

Drawn: RTK / Ayres

Date: 03/24/2021

Scale: 1" = 100'

SHEET NUMBER 2 OF 2



DAGGON RD

029N 007E 036

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

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

Approving Memorandum of Agreement with Wisconsin Department of Transportation for Establishing a Multi-Use Path on State-Owned Right-of-Way Along 72nd Avenue through the STH 29 Interchange

Committee Action: Approved 5-0

Fiscal Impact: None

File Number: 21-0517

Date Introduced: May 25, 2021

FISCAL IMPACT SUMMARY

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

RESOLUTION

WHEREAS, in 2018, the City of Wausau was awarded Federal Transportation Alternatives Program (TAP) funds for the construction of a multi-use path along 72nd Avenue from Packer Drive/Sunny Vale Park entrance to just south of International Drive, which includes a segment of multi-use path going through the STH 29/72nd interchange area; and

WHEREAS, in 2020, the City approved extending the trail north to just north of International Drive; and

WHEREAS, in 2021, the City applied to the Wisconsin Department of Transportation (WisDOT) for a state highway connection permit for the establishment of the path through the interchange right-of-way; and

WHEREAS, WisDOT is the maintaining authority of the interchange right-of-way (between westbound and eastbound ramp termini), and therefore under Wis. Stat. Section 86.07(2) is the permitting authority for the path segment going through this area; and

WHEREAS, a Memorandum of Agreement is required to outline roles and responsibilities for establishing and maintaining the multi-use path on state owned right-of-way; and

WHEREAS, the Capital Improvements and Street Maintenance Committee met on May 13, 2021 to review the proposed Memorandum of Agreement which details the responsibilities of both the WisDOT and Municipality for this path; now therefore

BE IT RESOLVED by the Common Council of the City of Wausau that the appropriate City officials are hereby authorized and directed to execute the attached Memorandum of Agreement regarding the multi-use path on state-owned right-of-way along 72nd Avenue through the STH 29 Interchange.

Approved:

Katie Rosenberg, Mayor

CAPITAL IMPROVEMENTS AND STREET MAINTENANCE COMMITTEE

Date of Meeting: May 13, 2021, at 5:15 p.m. in the Council Chambers of City Hall.

Members Present: Lisa Rasmussen, Tom Neal, Debra Ryan, James Wadinski, Lou Larson

Also Present: Mayor Katie Rosenberg, Eric Lindman, Allen Wesolowski, TJ Niksich, Tara Alfonso, Cord Buckner, Lori Wunsch

Discussion and possible action on 72nd Avenue Business Campus Trail Memorandum of Agreement with WisDOT

Niksich stated we are in the midst of designing a trail along 72nd Avenue that goes under the interchange of Hwy. 29, which is WisDOT right-of-way. Therefore, a memorandum of agreement is needed to maintain the trail through that right-of-way. The agreement describes the responsibilities of the City and WisDOT.

Larson drives the area every day and does not see a lot of people walking. He does see people walking north of International Drive and he would someday like to see sidewalk there. Niksich explained there is a trail master plan for the Business Campus; this section of trail was funded first. Rasmussen said the area has become more walkable as businesses in the area are promoting wellness. There has also been feedback from the Morgan Creek Subdivision; they appreciate the City working on the trails to keep people off the road.

Larson moved to approve the Memorandum of Agreement. Wadinski seconded and the motion carried unanimously 5-0.

AGENDA ITEM
Discussion and possible action on 72 nd Avenue Business Campus Trail Memorandum of Agreement with WisDOT
BACKGROUND
The City is currently in the process of designing a multiuse trail on 72 nd Avenue from Packer Drive to International Drive, which is set to be constructed in 2022. Since this trail extends through the STH 29 interchange, in which WisDOT is the maintaining authority, an agreement is required to establish roles for the trail's maintenance.
FISCAL IMPACT
None
STAFF RECOMMENDATION
Staff recommends approval of the Memorandum of Agreement.
Staff contact: TJ Niksich 715-261-6748

Memorandum of Agreement

between

WisDOT, North Central Region

and the

City of Wausau

for a

Multi-Use Path

May 2021

Purpose

This Memorandum of Agreement (Agreement) outlines the roles and responsibilities between the Wisconsin Department of Transportation (WisDOT) and City of Wausau (City) for establishing a multi-use path on state owned right of way along 72nd Avenue through the STH 29 interchange (Interchange ROW).

Background

In 2018, the City was awarded federal Transportation Alternatives Program funds for the construction of a multi-use path along 72nd Avenue from Packer Drive/Sunny Vale Park entrance to just south of International Drive within the Wausau Business Campus. This includes a segment of multi-use path going through the STH 29/72nd interchange area. During early design for the project, the City decided to extend the north extent of the path to just north of the International Drive to serve the Eastbay distribution center (see attached location map). Coordination between the City and WisDOT staff has occurred throughout the design process for the path project, especially for the segment through the Interchange ROW. In (month) 2021, the City applied to WisDOT for a state highway connection permit for the establishment of the path through the Interchange ROW. Construction on the path is scheduled to start in spring 2022 and be completed in fall 2022.

Statutory Authority

WisDOT is the maintaining authority of the Interchange ROW (between westbound and eastbound ramp termini), and therefore under Wis. Stat. s. 86.07(2) is the permitting authority for the path segment going through this area. The City will have maintenance responsibility for the path segment as defined within this Agreement. WisDOT's policy is to approve multi-use paths on state highway ROW only when it does not adversely affect the safety, operation, mobility, and maintenance of the highway. WisDOT has determined that, subject to compliance with the terms and conditions below, this request meets this policy and supports multi-use path connectivity in the area.

WHEREAS the City desires to establish a multi-use path through the Interchange ROW; and THEREFORE, the Parties hereby agree as follows:

Terms and Conditions

The City shall:

1. Formally approve the multi-use path segment through the STH 29/72nd Avenue interchange area by accepting the terms and conditions of this Agreement and be signed by an authorized representative from the City.

2. Ensure that the path complies with all applicable Wisconsin laws while open for use.
3. Assume responsibility for the construction of the path, retaining wall, and all other associated facilities within the Interchange ROW, including all associated construction costs with these facilities. The path, retaining wall, and other associated facilities will be constructed to all state and federal design standards. The construction of the path will be partially funded through WisDOT's Transportation Alternatives Program.
4. Assume responsibility for the maintenance of the path, retaining wall, and all other associated facilities within the Interchange ROW, including all associated costs. This includes responsibility for all winter maintenance for the path (snow and ice removal) and graffiti removal from the path, retaining wall, and bridge structure facilities in the vicinity of the path. The City agrees that maintenance work on the path, retaining wall, and associated facilities within the Interchange ROW is subject to WisDOT inspections and the City will be responsible for completing any maintenance work and/or repairs deemed necessary by WisDOT at the City's expense. The work and repairs will be completed by the City within 60 days of WisDOT's notification. If emergency work or repairs need to be addressed immediately because of potential safety concerns, WisDOT will complete the work and repairs and bill the City for the costs. The City may delegate trail to a local bike/pedestrian club or other entity but will retain all responsibility for ensuring the club or other entity complies with Wisconsin Law and this Agreement. For any future maintenance work and/or repairs with potential utility conflicts, the City will be responsible for the coordination with the utility companies.
5. Assume responsibility for all signs related to path, including all associated costs, and the placement of these signs on the ROW. The City agrees that the signs within the Interchange ROW is subject to WisDOT inspections and the City will be responsible for completing any adjustments and/or repairs deemed necessary by WisDOT at the City's expense. The adjustments and repairs will be completed by the City within 30 days of WisDOT's notification. The City may delegate signing to a local bike/pedestrian club or other entity but will retain all responsibility for ensuring the club or other entity complies with Wisconsin Law and this Agreement.
6. Place standard multi-use path signs with directional arrow(s) at the beginning of the path and at locations and intervals necessary to enable users to stay on the path. The City agrees that the multi-use path signs within the Interchange ROW are subject to removal and/or modifications at the City's expense as deemed necessary by WisDOT to ensure conformance with the Wisconsin Manual of Uniform Traffic Control Devices (WMUTCD). The removal and modifications will be done within 30 days of WisDOT's notification.
7. Inspect the path, retaining wall, and all other associated facilities within the Interchange ROW at least once each calendar year, and no later than one year after a previous annual inspection, to address any surface damage (i.e., rutting, potholes, etc.), retaining wall issues (cracks, movement, material deterioration, masonry displacement, etc.), erosion, or drainage issues that may occur. The City shall also report the inspection results, except regarding retaining wall, to the WisDOT North Central Region Maintenance Engineer in Rhinelander within 30 days of the inspection. For the retaining wall, the City shall report inspection results to the WisDOT North Central Region Structures Maintenance Engineer in the Wisconsin Rapids within 30 days of the inspection.

8. The trail shall be constructed as detailed in the “Business Campus Bicycle and Pedestrian Trail” planset developed by Kapur and Associates for the Transportation Alternatives Program project and accepted by WisDOT.

WisDOT shall:

1. Inspect the path, retaining wall, and all other associated facilities within the Interchange ROW within 30 days of construction being completed on the TAP project. The City shall notify the WisDOT North Central Region Maintenance and Structure Maintenance engineers when the construction is completed and ready for inspection. Upon completing the inspection, WisDOT will notify the City of any necessary changes needed to these facilities.
2. Inspect the path, retaining wall, and all other associated facilities within the Interchange ROW annually or as needed to assure that these facilities are being maintained adequately. The inspections of the retaining wall will be done in accordance to the WisDOT's Ancillary Inspection Program Frequency for Retaining Walls. Upon completing the inspections, WisDOT will notify the City of any necessary maintenance work and/or repairs that need to be completed. The work and repairs will need to be completed within 30 days and the City is responsible for the costs. If the work or repairs are not made within 30 days, WisDOT may hire a County Highway Department or a private contractor to do the work or make the repairs and bill the City accordingly as outlined in Wis. Stat. s. 86.02.
3. Inspect the locations and types of signs placed along the path within Interchange ROW after construction, annually, and as needed to ensure conformance with the WMUTCD. Upon completing the inspections, WisDOT will notify the City of any necessary changes needed. The City is responsible for the costs of the work necessary for these changes. The work will need to be completed within 30 days. If the work is not made within 30 days, WisDOT may hire a County Highway Department or a private contractor to do the work or make the repairs and bill the City accordingly as outlined in Wis. Stat. s. 86.02.
4. As needed, analyze if the roadway, bridges, or other state facilities within the Interchange ROW have been damaged due to path usage. If damage occurs, WisDOT will request repairs be made by the City within 30 days and the City is responsible for the costs. If repairs are not made within 30 days, WisDOT may hire a County Highway Department or a private contractor to make the repairs and bill the City accordingly as outlined in Wis. Stat. s. 86.02.

The Parties mutually agree that:

1. Subject to the City's completion of, and continued compliance with, the terms and conditions set forth above, WisDOT will issue a permit for the multi-use path through the Interchange ROW. This multi-use path will provide connectivity to future bicycle and pedestrian facilities planned by the City within the Wausau Business Campus, including bicycle and pedestrian facilities that will be provided along Stewart Avenue from 72nd Avenue to 48th Avenue as part of the 2023 reconstruction project funded through the federal STP-urban program.
2. The City agrees that WisDOT may withhold any aid WisDOT is obligated to provide the City, including general transportation aids, to cover any costs the City is obligated to reimburse or pay WisDOT under this Agreement should the City fail to pay those costs.

3. Approval of this agreement authorizes the City to enter upon the Interchange ROW to inspect and maintain the path, retaining wall, and associated facilities without the need for a DT1812 (Work on Highway Right of Way) permit. If major improvement work is planned on these facilities (major recondition or reconstruction), the City will contact the WisDOT North Central Region Maintenance Engineer (non-retaining wall) or Maintenance Structure Engineer (retaining wall) to determine if the DT1812 permit is needed.
 - a. If a major recondition or reconstruction of the connecting trail or structure on WisDOT right of way is planned, the City will contact WisDOT to determine if a DT 1812 "Application/Permit to Work on Highway Right of Way" permit is needed.

Agreement Duration & Termination

This Agreement authorizes the described multi-use path to remain within the Interchange ROW for as long as the terms of this Agreement and WisDOT's multi-use path policy are both met but may be terminated by WisDOT or the City for any reason. There is no official end date.

In the event WisDOT deems it necessary to terminate this Agreement, it will provide written notice to the City to remove all path signs and restore WisDOT's ROW, at the City's cost, to its original condition as much as possible (normal wear and tear excepted) within 90 days. This may or not include removing the retaining wall, as determined by WisDOT.

No Limitation on Police Power

Nothing herein shall limit, in any way, WisDOT's police power authority to regulate access within the STH 29/72nd Avenue interchange area.

Governing Law

This Agreement shall be construed according to the internal laws of the State of Wisconsin.

Approvals

The parties concur to this Agreement with their signatures below. The Agreement shall be effective upon the date of the last party to sign the document. Updates to the Agreement will be made as needed, and effective only upon signature by both parties.

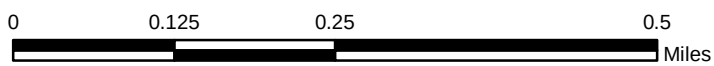
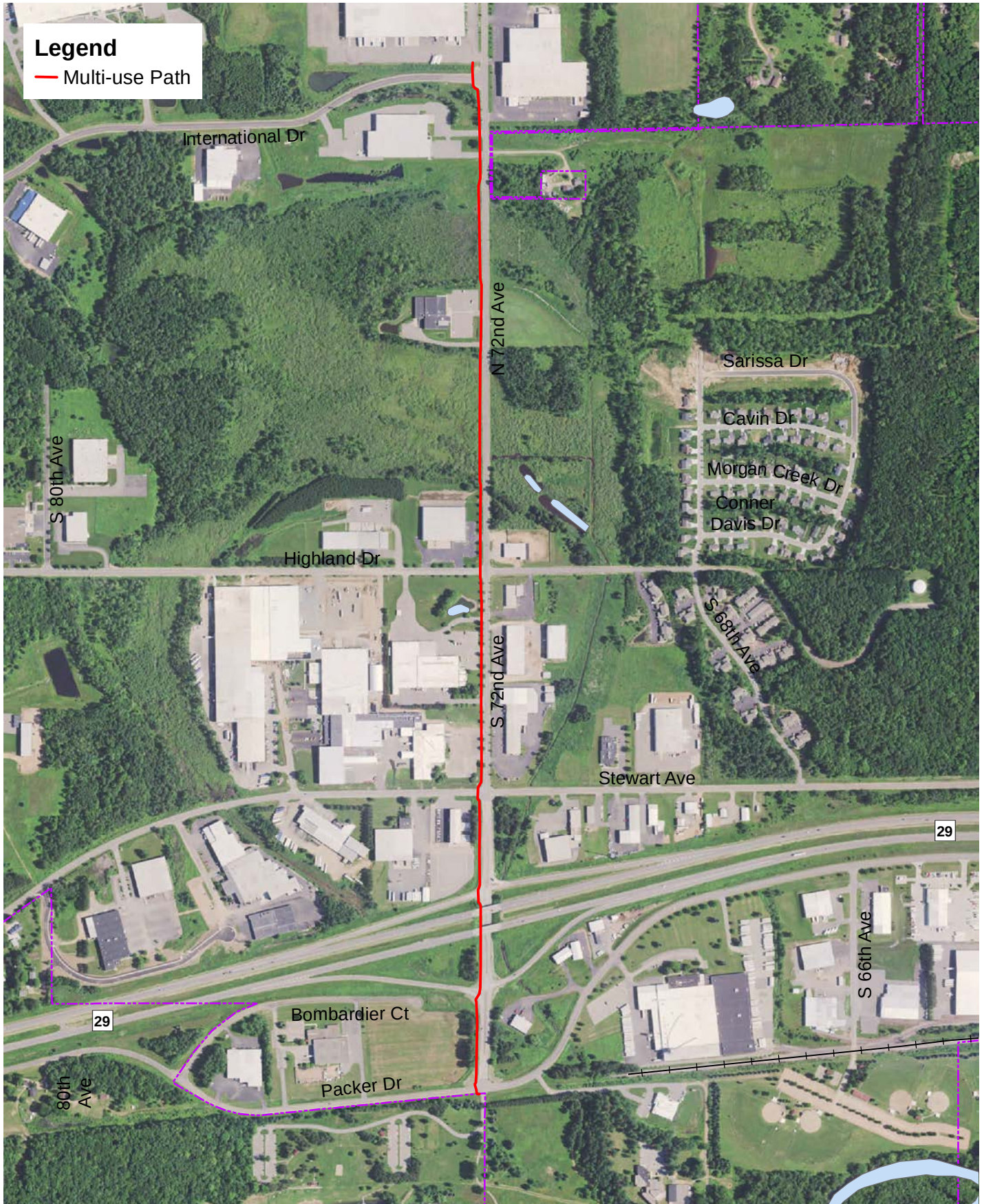
Katie Rosenberg, Mayor
City of Wausau

Date

Michael Wendt, Systems Planning Manager
WisDOT NC Region

Date

72nd Avenue Multi-use Path
City of Wausau
May 2021



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

RESOLUTION OF THE FINANCE COMMITTEE

Authorizing City Officials to Enter Into a Professional Services Agreement with Ehlers Public Finance Advisors to provide independent investment advisory services for American Rescue Plan Act Funds

Committee Action: Approved 4-1

Fiscal Impact:

File Number: 21-0517

Date Introduced: May 25, 2021

FISCAL IMPACT SUMMARY

COSTS	<i>Budget Neutral</i>	Yes ☐ No ☒	
	<i>Included in Budget:</i>	Yes ☐ No ☒	<i>Budget Source: Interest Generated on Investments</i>
	<i>One-time Costs:</i>	Yes ☒ No ☐	<i>Amount: difficult to predict based upon 7 basis points of average monthly assets under management</i>
	<i>Recurring Costs:</i>	Yes ☒ No ☐	<i>Amount:</i>
SOURCE	<i>Fee Financed:</i>	Yes ☐ No ☒	<i>Amount:</i>
	<i>Grant Financed:</i>	Yes ☐ No ☒	<i>Amount:</i>
	<i>Debt Financed:</i>	Yes ☐ No ☒	<i>Amount</i> <i>Annual Retirement</i>
	<i>TID Financed:</i>	Yes ☐ No ☒	<i>Amount:</i>
	<i>TID Source: Increment Revenue</i> ☐ <i>Debt</i> ☐ <i>Funds on Hand</i> ☐ <i>Interfund Loan</i> ☐		

RESOLUTION

WHEREAS, the 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 Interim Rules regarding reporting and eligible uses many details and questions exist; and

WHEREAS, the Interim Rules specify that funds must be obligated by December 31, 2024, and

WHEREAS, the advisors and consultants are recommending city's develop investment plans for the funds until spending occurs; and

WHEREAS, your Finance Committee considered a proposal from the City's Financial Advisor, Ehlers Public Finance Advisors, to provide independent investment advisory services for these ARPA funds; and

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

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

NOWTHERE BE IT RESOLVED, by the Common Council of the City of Wausau that the proper City officials are hereby authorized and directed to enter into an agreement with Ehlers Financial Advisors to Investment Advisory Services for ARPA funds.

Approved:

Katie Rosenberg, Mayor



TO: FINANCE COMMITTEE
FROM: MARYANNE GROAT
DATE: May 6, 2021
RE: American Recovery Plan Funds

The City expects to receive \$14.5 million spread over two payments with the first payment expected shortly. The funds need to be obligated by December 31, 2024.

I spoke with our financial advisors, Ehlers about helping the city invest these funds while we determine the best use for the funds. Today, many questions regarding the program administration remain unanswered.

The benefit of seeking professional investment services is that they may be better qualified to manage funds where the cashflow is undetermined and demands for the funds may change as uses are identified.

The city is considered a passive investor. We ladder out our maturities to provide a structured turnover of investments. We hold all investments to maturity. The City uses the Local Government Investment Pool for liquid needs. Staff have a number of pending projects that will require additional efforts including the implementation of the new financial software, priority based budget, municipal court and special assessment software. We will also be busy with compliance related to the ARP program. This outside service will leverage additional work product without increasing permanent staffing.

Ehlers has provided an engagement letter if the City would be interested in this service. I think the City would benefit specifically from using Ehlers since they already provide financial services. I expect that they may be helpful in providing financial analysis as the City evaluates the expenditure of ARP funds.

The engagement letter is attached.

FINANCE COMMITTEE

Date and Time: Tuesday, May 11, 2021 @ 5:15 pm., Council Chambers

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

Others Present: Maryanne Groat, Anne Jacobson, Ben Bliven, Brad Lenz, Katie Rosenberg, Sean Fitzgerald, Jamie Polley, Leslie Kremer, Philip Cosson, Wesley Yuds, Carol Langbehn

Discussion and possible action regarding investment of ARP funds

Groat discussed that the government is still working on the parameters for use of this ARP funding. The federal government has provided some preliminary guidelines for what the funds may be used for but caution has been given that municipalities should not rush to spend the funds until there is more guidance on what other sources of funding may be available for specific funding needs. Groat discussed that Ehlers is a reputable financial advisor that could assist the City in determining how to use these ARP funds to its best advantage and advise how we should invest the funds while decisions are made.

Motion by Herbst, second by Watson to approve Engagement Letter between City and Ehlers to help manage these ARP funds. Motion carries 4-1. Ryan was dissenting vote.



TO: FINANCE COMMITTEE
FROM: MARYANNE GROAT
DATE: May 6, 2021
RE: 2021 Debt Issuance and Calendar

The 2021 debt issuance was set into motion after the adoption of the budget in November of 2020. The Capital and Tax Increment District budget establish the approved capital projects and the approved financing sources including debt proceeds. The Common Council also authorized the purchase of a fire truck with debt proceeds in the last month.

The new money projects include:

- \$2,692,000 street and infrastructure projects in the capital plan
- \$1,000,000 fire truck
- \$1,600,000 WOZ demolition partial funding – total budget with streets is \$4.7million. We will borrow additional funds in 2022 if needed. The City will seek other capital funds made available through ARP.

The City had 2 outstanding issues that will be refinanced.

- 2020 State Trust Fund for TID 6. The original issue size was \$2,986,000. The City paid principal of \$577,949 on March 15th of 2021. We will also pay off an additional \$550,723 with funds on hand. This issue is a five year term at 2.5%.
- 2018C Taxable Note Anticipation Notes \$8,010,000. This note funded the developer agreement with Wausau Chemical. The note has one principal payment due 4/1/2023. The interest rate is 3.45%. This note is shared equally by TID 11 and TID 12. The new issue will be amortized over 10 years by TID 11 and 15 years by TID 12 based upon their expected available cashflow. The City could retire the issue early if TID 12 outperforms expectations through the call feature.

Debt Issuance Calendar

- May 11, 2021 Finance Committee recommends debt issuance plan and authorizes staff to conduct sale.
- May 25th, 2021 Council adopts resolution approving preliminary resolutions. These resolutions establish the debt issuance plan, and direct staff and consultants to perform the necessary steps to conduct a competitive sale of debt including: producing an official statement, obtaining a credit rating from Moody's, establishing a sale day and securing competitive bids.
- June 8th/or July 13th, 2021 – The competitive sale will occur in the morning. The sale is managed by our Financial Advisors. The advisors evaluate the bids, determine the low bid and recommend the sale.

- June 8th or July 13th, 2021 Finance and Common Council adopt award resolutions.
- July 15th is the expected bond closing date.

2021 Debt Issue Summary

- 2021A Promissory Note \$5,655,000. 10year issue tax exempt funded by general levy and TID 6. Interest rate estimate 1.39%
- 2021B Taxable Bond \$9,795,000. 15 year issue funded by TID 11 and TID 12. Interest rate estimate 2.18%

Tax Levy Impact:

The debt service levy has hovered around \$4,100,000 since 2002. This new issue will not increase the annual levy burden.

Impact to General Obligation Outstanding Debt

Outstanding debt will decrease \$5,006,000 by yearend. The City will retire \$20,456,000 and issue \$15,450,000. Due to rapid payoff the outstanding debt will continue to decline. The City will be at about 45% of our authorized debt margin.

Attachment List

PowerPoint providing key highlights on our debt
Presale reports created by Ehlers
Resolutions



City of Wausau

2021 DEBT REPORT



Debt Instruments Used



General Obligation Debt – backed by unlimited taxing power of the City – 10 year Promissory Notes to 20 year Bonds



Wisconsin State Trust Fund – Considered General Obligation



Local Foundation Promissory Notes – Economic Development projects – considered General Obligation



Note Anticipation Notes – backed by the promise to refinance the debt in the future



Water and Sewer Revenue Bonds – backed by the utility revenues includes Wisconsin Safe Drinking and Clean Water Funds



Moody's Investor Services

- *Moody's provides a credit opinion for each debt issue*
- *Recent Ratings*
 - 2020 - City General Obligation Debt - Aa3
 - 2019 - Sewer Revenue Bonds – Aa3
 - 2019 - Water Revenue Bonds – Aa3
- *Debt Structure*
 - Fixed Rate Debt
 - 87% Retired within 10 years
 - 55% Retired within 5 years



2021 Debt Issuance

New Money	Tax Exempt	Taxable	Total
Street Improvements	\$2,692,000		\$2,692,000
Fire Truck	1,000,000		1,000,000
WOZ Demolition (partial)	<u>0</u>	<u>1,600,000</u>	<u>1,600,000</u>
Total	\$3,692,000	\$1,600,000	\$5,292,000
Refinancing			
Refinance - 2018 Taxable Note - 3.45% Due one payment 4/1/2023		Taxable	\$8,010,000
Refinance – 2020 State Trust Fund Loan 2.50% Due annually 3/15/2025		Tax Exempt	\$1,857,328
Debt Issuance Costs	\$105,672	\$185,000	\$290,672
TOTAL NEW MONEY			\$5,582,672

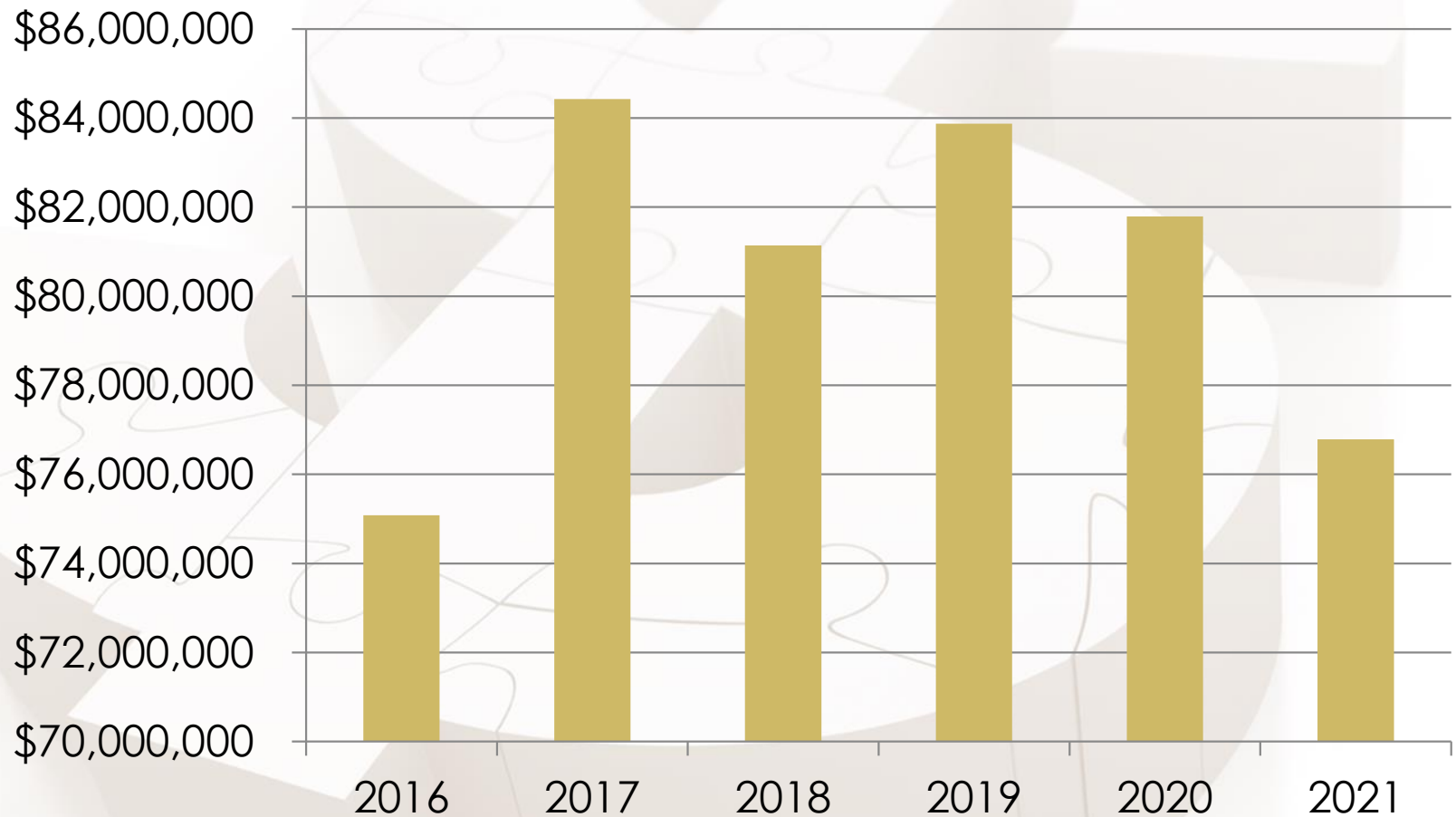


Historic GO New Money Issues

Year	Total New Money Issues
2021	\$5,582,672
2020	\$8,376,000
2019	\$12,695,000
2018	\$13,490,000
2017	\$19,235,000

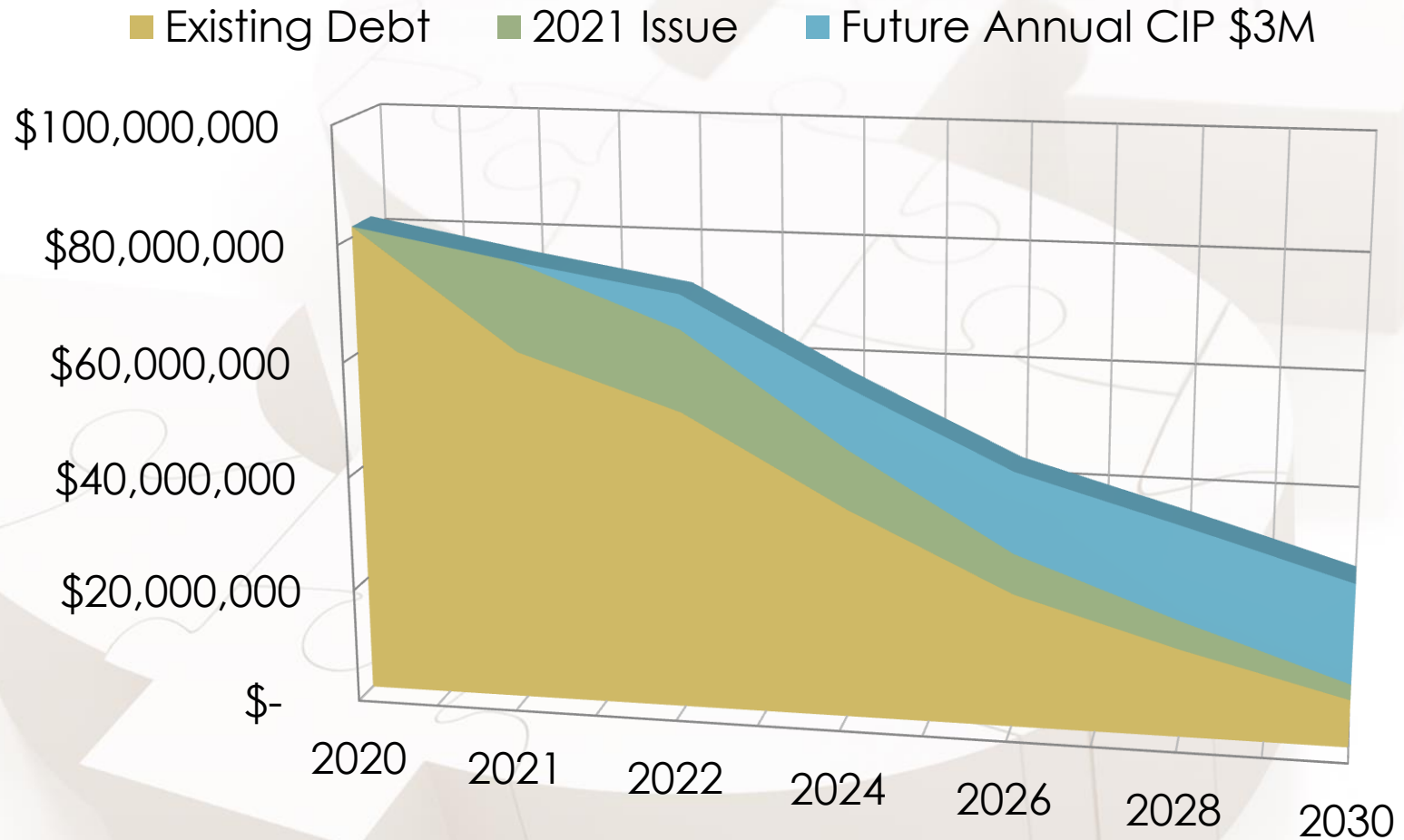


General Obligation Debt Outstanding History





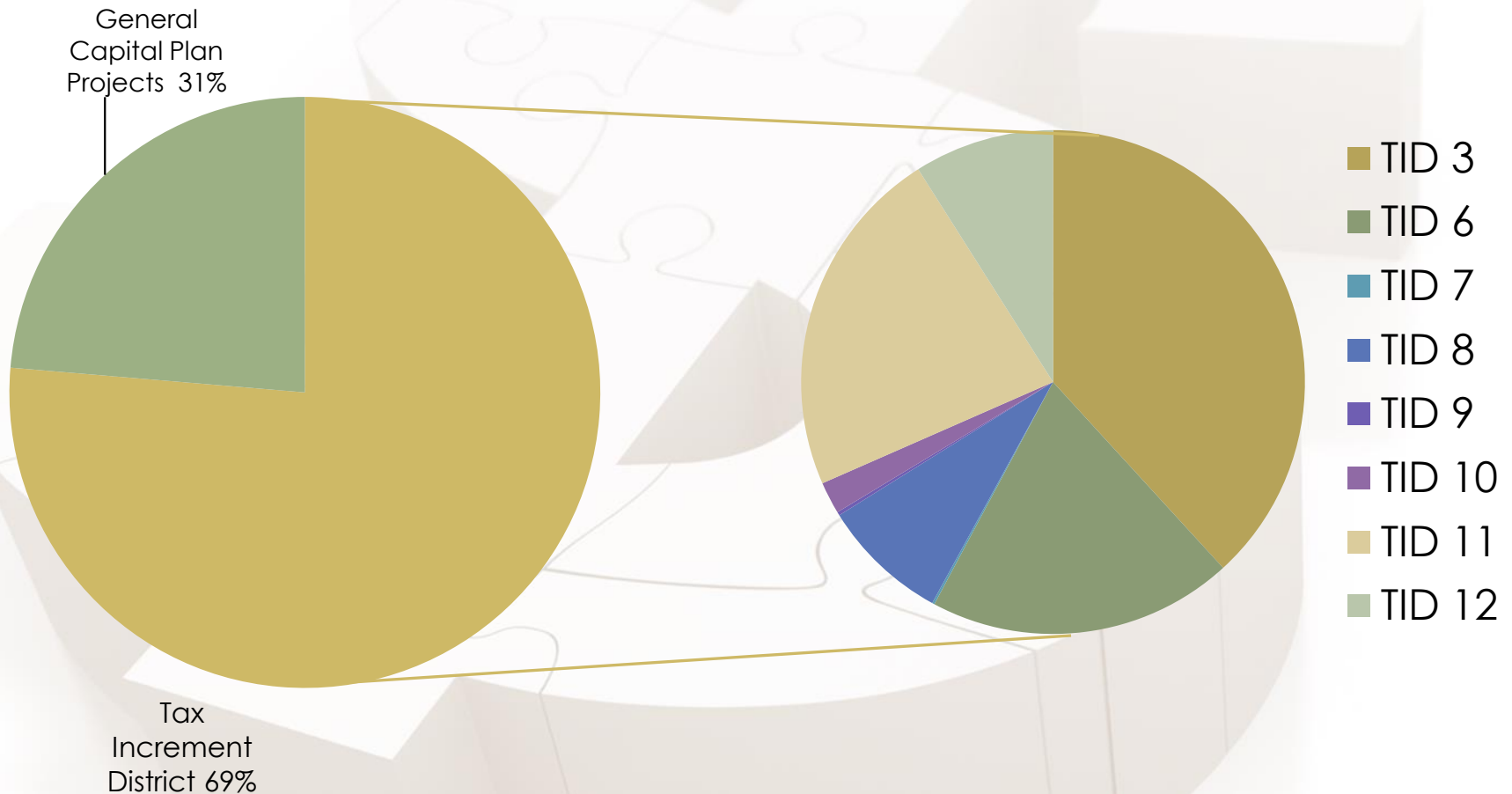
The Pay Down



Does not include public works facility!



GO Debt By Purpose 2021





2021 New Issue Details

- 2021 Note \$5,655,000
 - Tax Exempt – Interest Rate Est 1.39%
 - Amortized over 10 Years
 - Interest rate estimate
 - Includes refinancing of State Trust Fund Loan
 - Uses of Funds – Fire Truck, Streets, Sidewalks, Storm Sewer
- 2021 Bond \$9,795,000
 - Taxable – Interest Rate Est 2.18%
 - Refinancing of Wausau Chemical \$8,010,000 – 15 Years
 - Partial WOZ project \$1,600,000 5 Years



Debt Issue Amortization

	2021A	2021B
2022	\$ 822,941	\$ 667,057
2023	896,530	1,194,103
2024	895,561	1,200,940
2025	888,721	1,195,578
2026	403,213	1,177,300
2027	399,275	779,311
2028	404,806	777,406
2029	414,700	779,070
2030	409,100	769,491
2031	403,100	768,813
2032		342,129
2033		339,748
2034		341,870
2035		343,418
2036		339,523
2037		
Total	\$ 5,937,947	\$ 11,015,757
Interest	\$ 282,948	\$ 1,220,755

May 25, 2021

Pre-Sale Report for

City of Wausau, Wisconsin

\$5,655,000 General Obligation Promissory
Notes, Series 2021A



Prepared by:

Ehlers
N21W23350 Ridgeview Parkway West,
Suite 100
Waukesha, WI 53188

Advisors:

Philip Cosson, Senior Municipal Advisor
Jon Cameron, Senior Municipal Advisor

BUILDING COMMUNITIES. IT'S WHAT WE DO.

EXECUTIVE SUMMARY OF PROPOSED DEBT

Proposed Issue:

\$5,655,000 General Obligation Promissory Notes, Series 2021A

Purposes:

The proposed issue includes financing for the following purposes:

2021 Capital Projects and Refund the 2020 STF Loan

- CR 2020 STF. Debt service will be paid from revenues of TID 6.

Interest rates on the obligations proposed to be refunded are 2.50%. The refunding is expected to reduce debt service expense by approximately \$43K over the next 4-years. The Net Present Value Benefit of the refunding is estimated to be \$41K.

This refunding is a Current Refunding as the obligations being refunded are either callable now or will be within 90 days of the date of issue of the new Bonds.

- Various capital projects. Debt service will be paid from ad valorem property taxes.

Authority:

The Bonds are being issued pursuant to Wisconsin Statute(s):

- 67.12(12)

The Bonds will be general obligations of the City for which its full faith, credit and taxing powers are pledged.

The Bonds count against the City's General Obligation Debt Capacity Limit of 5% of total City Equalized Valuation. Following issuance of the Bonds, the City's total General Obligation debt principal outstanding will be approximately \$77.4 million, which is 46% of its limit. Remaining General Obligation Borrowing Capacity will be approximately \$89.8 million.

Term/Call Feature:

The Bonds are being issued for a term of 10 years. Principal on the Bonds will be due on April 1 in the years 2022 through 2031. Interest is payable every six months beginning April 1, 2022.

The Bonds will be subject to prepayment at the discretion of the City on April 1, 2028 or any date thereafter.

Bank Qualification:

Because the City is expecting to issue no more than \$10,000,000 in tax exempt debt during the calendar year, the City will be able to designate the Bonds as "bank qualified" obligations.

Bank qualified status broadens the market for the Bonds, which can result in lower interest rates.

Rating:

The City's most recent bond issues were rated by Moody's Investors Service. The current ratings on those bonds are "Aa3". The City will request a new rating for the Bonds.

If the winning bidder on the Bonds elects to purchase bond insurance, the rating for the issue may be higher than the City's bond rating in the event that the bond rating of the insurer is higher than that of the City.

Basis for Recommendation:

Based on our knowledge of your situation, your objectives communicated to us, our advisory relationship as well as characteristics of various municipal financing options, we are recommending the issuance of Bonds as a suitable option based on:

- The expectation this form of financing will provide the overall lowest cost of funds while also meeting the City's objectives for term, structure, and optional redemption.

Method of Sale/Placement:

We will solicit competitive bids for the purchase of the Bonds from underwriters and banks.

We will include an allowance for discount bidding in the terms of the issue. The discount is treated as an interest item and provides the underwriter with all or a portion of their compensation in the transaction.

If the Bonds are purchased at a price greater than the minimum bid amount (maximum discount), the unused allowance may be used to reduce your borrowing amount.

Premium Pricing:

In some cases, investors in municipal bonds prefer "premium" pricing structures. A premium is achieved when the coupon for any maturity (the interest rate paid by the issuer) exceeds the yield to the investor, resulting in a price paid that is greater than the face value of the bonds. The sum of the amounts paid more than face value is considered "reoffering premium." The underwriter of the bonds will retain a portion of this reoffering premium as their compensation (or "discount") but will pay the remainder of the premium to the City.

Any premium amount received for that portion of the Bond being issued for the purpose of refunding existing debt will be used to reduce the issue size. Any premium amount received for the remainder of the Bonds that is in excess of the underwriting discount and any capitalized interest amounts must be placed in the debt service fund and used to pay a portion of the interest payments due on the Bonds. These adjustments may slightly change the true interest cost of the original bid, either up or down. We anticipate using any premium amounts received to reduce the issue size.

The amount of premium allowed can be restricted in the bid specifications. Restrictions on premium may result in fewer bids but may also eliminate large adjustments on the day of sale

and unintended results with respect to debt service payment impacts. Ehlers will identify appropriate premium restrictions for the Bonds intended to achieve the City's objectives for this financing.

Other Considerations:

The Bonds will be offered with the option of the successful bidder utilizing a term bond structure. By offering underwriters the option to "term up" some of the maturities at the time of the sale, it gives them more flexibility in finding a market for your Bonds. This makes your issue more marketable, which can result in lower borrowing costs. If the successful bidder utilizes a term bond structure, we recommend the City retain a paying agent to handle responsibility for processing mandatory redemption/call notices associated with term bonds.

Review of Existing Debt:

We have reviewed all outstanding indebtedness for the City and find that, other than the obligations proposed to be refunded by the Bonds, there are no other refunding opportunities at this time.

We will continue to monitor the market and the call dates for the City's outstanding debt and will alert you to any future refunding opportunities.

Continuing Disclosure:

Because the City has more than \$10,000,000 in outstanding debt (including this issue) and this issue is over \$1,000,000, the City will be agreeing to provide certain updated Annual Financial Information and its Audited Financial Statement annually, as well as providing notices of the occurrence of certain reportable events to the Municipal Securities Rulemaking Board (the "MSRB"), as required by rules of the Securities and Exchange Commission (SEC). The City is already obligated to provide such reports for its existing bonds and has contracted with Ehlers to prepare and file the reports.

Arbitrage Monitoring:

The City must ensure compliance with certain sections of the Internal Revenue Code and Treasury Regulations ("Arbitrage Rules") throughout the life of the issue to maintain the tax-exempt status of the Bonds. These Arbitrage Rules apply to amounts held in construction, escrow, reserve, debt service account(s), etc., along with related investment income on each fund/account.

IRS audits will verify compliance with rebate, yield restriction and records retention requirements within the Arbitrage Rules. The City's specific arbitrage responsibilities will be detailed in the Tax Exemption Certificate (the "Tax Compliance Document") prepared by your Bond Attorney and provided at closing.

The Bonds may qualify for one or more exception(s) to the Arbitrage Rules by meeting 1) small issuer exception, 2) spend down requirements, 3) bona fide debt service fund limits, 4) reasonable reserve requirements, 5) expenditure within an available period limitations, 6) investments yield restrictions, 7) de minimis rules, or; 8) borrower limited requirements.

We recommend that the City review its specific responsibilities related to the Bonds with an arbitrage expert to utilize one or more of the exceptions listed above.

Investment of Bond Proceeds:

Ehlers will can assist the City in developing a strategy to invest your Bond proceeds until the funds are needed to pay project costs and to redeem the refunded obligations.

Risk Factors:

GO with Planned Abatement: The City expects to abate a portion of the City debt service with tax incremental revenues. In the event these revenues are not available, the City is obligated to levy property taxes in an amount sufficient to make all debt payments.

Current Refunding: The Bonds are being issued to finance a current refunding of prior City debt obligations. Those prior debt obligations are callable on or after May 15, 2020. The new Bonds will not be pre-payable until April 1, 2028.

This refunding is being undertaken based in part on an assumption that the City does not expect to pre-pay off this debt prior to the new call date and that market conditions warrant the refunding at this time.

Other Service Providers:

This debt issuance will require the engagement of other public finance service providers. This section identifies those other service providers, so Ehlers can coordinate their engagement on your behalf. Where you have previously used a particular firm to provide a service, we have assumed that you will continue that relationship. For services you have not previously required, we have identified a service provider. Fees charged by these service providers will be paid from proceeds of the obligation, unless you notify us that you wish to pay them from other sources. Our pre-sale bond sizing includes a good faith estimate of these fees, but the final fees may vary. If you have any questions pertaining to the identified service providers or their role, or if you would like to use a different service provider for any of the listed services please contact us.

Bond Counsel: Quarles & Brady LLP

Paying Agent: Bond Trust Services Corporation

Rating Agency: Moody's Investors Service, Inc.

ROPOSED DEBT ISSUANCE SCHEDULE

Pre-Sale Review by Finance Committee:	May 11, 2021
Pre-Sale Review by Common Council:	May 25, 2021
Conference with Rating Agency & Due Diligence Call:	Week of June 7, 2021
Distribute Official Statement:	June 14, 2021
Common Council Meeting to Award Sale of the Bonds:	June 22, 2021
Estimated Closing Date:	July 15, 2021
Redemption Date for the Obligations Being Refunded:	July 29, 2021

Attachments

Estimated Sources and Uses of Funds

Estimated Proposed Debt Service Schedule

Estimated Structure and Tax Impact Analysis

Estimated Debt Service Comparison

Bond Buyer Index

EHLERS' CONTACTS

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The Preliminary Official Statement for this financing will be sent to the Common Council at their home or email address for review prior to the sale date.



Existing Debt Service Sources of Repayment and Levy Impact Analysis

Projected Rate Impact

YEAR	General Obligation Debt	BID Premium Dep to DS	TID #3	TID #6	TID #7	TID #8	TID #9	TID #10	TID #11	TID #12	Water Utility	Sewer Utility	Fund Balance Applied	Total of All Sources	Tax Levy for Debt	Projected Equalized Value	% Change	Net Rate	YEAR
2020	12,284,338	(315,512)	(3,578,420)	(2,599,453)	(51,800)	(625,005)	(65,520)	(138,773)				(311,063)	(475,794)	(8,161,339)	4,123,000	2,716,775,800	4.25%	1.52	2020
2021	11,853,332	(99,385)	(2,880,352)	(3,186,068)	(42,750)	(551,240)	(64,125)	(141,410)	(488,025)	(36,367)		(303,750)		(7,793,472)	4,059,860	3,001,274,900	10.47%	1.35	2021
2022	11,432,668	(96,950)	(3,176,723)	(3,043,674)	(41,720)	(559,315)	(62,580)	(143,723)	(488,563)	(35,500)				(7,648,747)	3,783,921	3,031,287,649	1.00%	1.25	2022
2023	9,879,804	(63,946)	(2,083,248)	(2,965,299)	(40,590)	(547,388)	(60,885)	(141,029)	(492,118)	(34,900)				(6,429,401)	3,450,403	3,061,600,525	1.00%	1.13	2023
2024	9,301,783		(2,091,158)	(2,767,549)		(554,931)		(143,210)	(488,175)	(34,300)				(6,079,323)	3,222,460	3,092,216,531	1.00%	1.04	2024
2025	8,842,653		(2,080,575)	(2,756,074)		(548,181)		(140,210)	(491,875)	(33,700)				(6,050,615)	2,792,038	3,123,138,696	1.00%	0.89	2025
2026	6,739,173		(3,244,707)			(463,425)		(136,910)	(490,463)	(33,100)				(4,368,605)	2,370,569	3,154,370,083	1.00%	0.75	2026
2027	4,690,489		(1,542,180)			(459,475)		(138,235)	(490,280)	(37,450)				(2,667,620)	2,022,869	3,185,913,784	1.00%	0.63	2027
2028	4,395,311		(1,545,370)			(455,425)		(139,410)	(491,013)	(36,750)				(2,667,968)	1,727,344	3,217,772,922	1.00%	0.54	2028
2029	4,140,044		(1,536,970)			(451,163)		(140,435)	(491,033)	(36,050)				(2,655,650)	1,484,394	3,249,950,651	1.00%	0.46	2029
2030	3,458,364		(1,423,600)			(149,688)		(111,705)	(490,438)	(35,350)				(2,210,780)	1,247,584	3,282,450,157	1.00%	0.38	2030
2031	2,342,138		(923,650)			(52,113)			(489,328)					(1,465,090)	877,048	3,315,274,659	1.00%	0.26	2031
2032	1,417,544					(40,650)			(492,655)					(533,305)	884,239	3,348,427,406	1.00%	0.26	2032
2033	1,361,148								(490,408)					(490,408)	870,740	3,381,911,680	1.00%	0.26	2033
2034	1,197,043								(492,568)					(492,568)	704,475	3,415,730,796	1.00%	0.21	2034
2035	1,189,569								(489,244)					(489,244)	700,325	3,449,888,104	1.00%	0.20	2035
2036	499,225													0	499,225	3,484,386,985	1.00%	0.14	2036
2037	289,113													0	289,113	3,519,230,855	1.00%	0.08	2037
2038	291,550													0	291,550	3,554,423,164	1.00%	0.08	2038
2039	283,850													0	283,850	3,589,967,395	1.00%	0.08	2039
TOTALS	95,889,138	(800,710)	(29,360,741)	(19,277,811)	(307,843)	(5,808,375)	(324,908)	(1,655,921)			(227,250)	(932,813)	(656,986)	(67,063,004)	28,826,133				



Capital Financing Plan Sizing

	Pre Sale GO Notes 2021A	Pre Sale Taxable GO Bonds 2021B
Projects		
Capital Projects	3,692,000	
TID 12 Projects		1,600,000
Amount Needed for Refunding for 2020 STF		
Amount Due 7/29/21	2,430,482	
Less: Interest due on 7/29/21	(22,431)	
Less: State Trust Fund Loan funds on hand	(550,723)	
Amount Needed for Refunding of 2018 TAX NAN		
Amount Due 7/29/21 TID 11		4,050,290
Amount Due 7/29/21 TID 12		4,050,290
Less: Interest due on 7/29/21		(90,580)
Funding Needs	5,549,328	9,610,000
Underwriter's Premium (built into rates) Deposit to Debt Service		
Issuance Expenses		
Municipal Advisor/Due Diligence	18,500	18,500
Bond Counsel	13,000	14,000
Disclosure Counsel	7,800	8,400
Paying Agent If terms	850	850
Rating	18,000	18,000
Underwriter Fees	56,550	122,438
Total Funds Needed	5,664,028	9,792,188
Less Interest Earnings 0.15% for 2 months	(9,230)	(1,000)
Rounding	202	3,813
Size of Issue	5,655,000	9,795,000



Allocation of General Obligation Notes, 2021

Year	Capital Projects				Amount Needed for Refunding for 2020 STF				TOTAL		
	Principal (4/1)	Rate	Interest	Total	Principal (4/1)	Rate	Interest	Total	Principal	Interest	Total
2021									-	-	-
2022	290,000	0.60%	47,980	337,980	470,000	0.60%	14,961	484,961	760,000	62,941	822,941
2023	380,000	0.65%	37,360	417,360	470,000	0.65%	9,170	479,170	850,000	46,530	896,530
2024	380,000	0.75%	34,700	414,700	475,000	0.75%	5,861	480,861	855,000	40,561	895,561
2025	375,000	0.85%	31,681	406,681	480,000	0.85%	2,040	482,040	855,000	33,721	888,721
2026	375,000	1.00%	28,213	403,213		1.00%			375,000	28,213	403,213
2027	375,000	1.10%	24,275	399,275		1.10%			375,000	24,275	399,275
2028	385,000	1.25%	19,806	404,806		1.25%			385,000	19,806	404,806
2029	400,000	1.35%	14,700	414,700		1.35%			400,000	14,700	414,700
2030	400,000	1.45%	9,100	409,100		1.45%			400,000	9,100	409,100
2031	400,000	1.55%	3,100	403,100		1.55%			400,000	3,100	403,100
2032									-	-	-
2033									-	-	-
2034									-	-	-
2035									-	-	-
2036									-	-	-
2037									-	-	-
2038									-	-	-
2039									-	-	-
2040									-	-	-
2041									-	-	-
	\$ 3,760,000		\$ 250,915	\$ 4,010,915	\$ 1,895,000		\$ 32,032	\$ 1,927,032	\$ 5,655,000	\$ 282,948	\$ 5,937,948

Rates based on "Aa2" rates from 4/21/21 + .40



Allocation of General Obligation Bonds, 2021

Year	CR 2018 TID 11				CR 2018 TID 12				TID 12 Projects				TOTAL		
	Principal (4/1)	Rate	Interest	Total	Principal (4/1)	Rate	Interest	Total	Principal (4/1)	Rate	Interest	Total	Principal	Interest	Total
2021													-	-	-
2022	480,000	0.60%	70,482	550,482		0.60%	96,610	96,610		0.60%	19,965	19,965	480,000	187,057	667,057
2023	380,000	0.70%	55,175	435,175	260,000	0.70%	78,860	338,860	405,000	0.70%	15,068	420,068	1,045,000	149,103	1,194,103
2024	385,000	0.85%	52,209	437,209	265,000	0.85%	76,824	341,824	410,000	0.85%	11,908	421,908	1,060,000	140,940	1,200,940
2025	385,000	1.10%	48,455	433,455	265,000	1.10%	74,240	339,240	415,000	1.10%	7,883	422,883	1,065,000	130,578	1,195,578
2026	390,000	1.40%	43,608	433,608	270,000	1.40%	70,893	340,893	400,000	1.40%	2,800	402,800	1,060,000	117,300	1,177,300
2027	400,000	1.65%	37,578	437,578	275,000	1.65%	66,734	341,734					675,000	104,311	779,311
2028	405,000	1.85%	30,531	435,531	280,000	1.85%	61,875	341,875					685,000	92,406	777,406
2029	415,000	2.00%	22,635	437,635	285,000	2.00%	56,435	341,435					700,000	79,070	779,070
2030	415,000	2.15%	14,024	429,024	290,000	2.15%	50,468	340,468					705,000	64,491	769,491
2031	425,000	2.25%	4,781	429,781	295,000	2.25%	44,031	339,031					720,000	48,813	768,813
2032		2.35%			305,000	2.35%	37,129	342,129					305,000	37,129	342,129
2033		2.45%			310,000	2.45%	29,748	339,748					310,000	29,748	339,748
2034		2.55%			320,000	2.55%	21,870	341,870					320,000	21,870	341,870
2035		2.65%			330,000	2.65%	13,418	343,418					330,000	13,418	343,418
2036		2.70%			335,000	2.70%	4,523	339,523					335,000	4,523	339,523
2037						0.00%							-	-	-
2038						0.00%							-	-	-
2039						0.00%							-	-	-
2040						0.00%							-	-	-
2041						0.00%							-	-	-
	\$ 4,080,000		\$ 379,477	\$ 4,459,477	\$ 4,085,000		\$ 783,655	\$ 4,868,655	\$ 1,630,000		\$ 57,623	\$ 1,687,623	\$ 9,795,000	\$ 1,220,755	\$ 11,015,755

Rates based on TAX "A1" rates from 4/19/21 + .35



Projected Impact of Proposed Projects

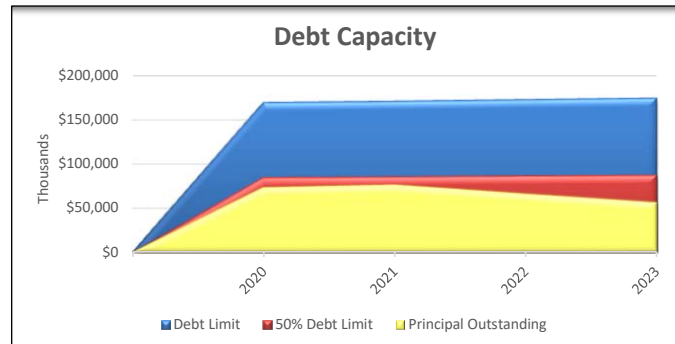
Existing General Obligation Debt Only							Projected Debt Service																					
	Equalized Value Projection (TID Out)	Change in EV	Total Payment (P&I)	Total Less Non Levy Revenues	Net Debt Service Levy	Debt Service Tax Rate		General Obligation Notes, 2021A \$5,655,000				Taxable General Obligation Bonds, 2021B \$9,795,000				Capital Plan Debt Service							Total Projected Debt Service less Abatements	Net Debt Service Levy	Levy Change	Debt Service Tax Rate		
								Dated 7-15-21				Dated 7-15-21																
YEAR							YEAR	Prin (4/1)	Rate	Interest	Total	Prin (4/1)	Rate	Interest	Total	Principal	Interest	Total									YEAR	
2020	2,716,775,800	4.25%	12,284,338	(8,161,339)	4,123,000	1.52	2020																	4,123,000		1.52	2020	
2021	3,001,274,900	10.47%	11,853,332	(7,793,472)	4,059,860	1.35	2021																4,059,860	(63,139)	1.35	2021		
2022	3,031,287,649	1.00%	11,432,668	(7,648,747)	3,783,921	1.25	2022	760,000	0.600%	62,941	822,941	480,000	0.600%	187,057	667,057	1,240,000	249,999	1,489,999	(550,482)	(116,576)	(484,961)	337,980	4,121,901	62,041	1.36	2022		
2023	3,061,600,525	1.00%	9,879,804	(6,429,401)	3,450,403	1.13	2023	850,000	0.650%	46,530	896,530	1,045,000	0.700%	149,103	1,194,103	1,895,000	195,633	2,090,633	(435,175)	(758,928)	(479,170)	417,360	3,867,763	(254,138)	1.26	2023		
2024	3,092,216,531	1.00%	9,301,783	(6,079,323)	3,222,460	1.04	2024	855,000	0.750%	40,561	895,561	1,060,000	0.850%	140,940	1,200,940	1,915,000	181,501	2,096,501	(437,209)	(763,731)	(480,861)	414,700	3,637,160	(230,603)	1.18	2024		
2025	3,123,138,696	1.00%	8,842,653	(6,050,615)	2,792,038	0.89	2025	855,000	0.850%	33,721	888,721	1,065,000	1.100%	130,578	1,195,578	1,920,000	164,299	2,084,299	(433,455)	(762,123)	(482,040)	406,681	3,198,719	(438,441)	1.02	2025		
2026	3,154,370,083	1.00%	6,739,173	(4,368,605)	2,370,569	0.75	2026	375,000	1.000%	28,213	403,213	1,060,000	1.400%	117,300	1,177,300	1,435,000	145,513	1,580,513	(433,608)	(743,693)		403,213	2,773,781	(424,938)	0.88	2026		
2027	3,185,913,784	1.00%	4,690,489	(2,667,620)	2,022,869	0.63	2027	375,000	1.100%	24,275	399,275	675,000	1.650%	104,311	779,311	1,050,000	128,586	1,178,586	(437,578)	(341,734)		399,275	2,422,144	(351,638)	0.76	2027		
2028	3,217,772,922	1.00%	4,395,311	(2,667,968)	1,727,344	0.54	2028	385,000	1.250%	19,806	404,806	685,000	1.850%	92,406	777,406	1,070,000	112,213	1,182,213	(435,531)	(341,875)		404,806	2,132,150	(289,994)	0.66	2028		
2029	3,249,950,651	1.00%	4,140,044	(2,655,650)	1,484,394	0.46	2029	400,000	1.350%	14,700	414,700	700,000	2.000%	79,070	779,070	1,100,000	93,770	1,193,770	(437,635)	(341,435)		414,700	1,899,094	(233,056)	0.58	2029		
2030	3,282,450,157	1.00%	3,458,364	(2,210,780)	1,247,584	0.38	2030	400,000	1.450%	9,100	409,100	705,000	2.150%	64,491	769,491	1,105,000	73,591	1,178,591	(429,024)	(340,468)		409,100	1,656,684	(242,410)	0.50	2030		
2031	3,315,274,659	1.00%	2,342,138	(1,465,090)	877,048	0.26	2031	400,000	1.550%	3,100	403,100	720,000	2.250%	48,813	768,813	1,120,000	51,913	1,171,913	(429,781)	(339,031)		403,100	1,280,148	(376,536)	0.39	2031		
2032	3,348,427,406	1.00%	1,417,544	(533,305)	884,239	0.26	2032					305,000	2.350%	37,129	342,129	305,000	37,129	342,129		(342,129)		884,239	(395,909)	0.26	2032			
2033	3,381,911,680	1.00%	1,361,148	(490,408)	870,740	0.26	2033					310,000	2.450%	29,748	339,748	310,000	29,748	339,748		(339,748)		870,740	(13,499)	0.26	2033			
2034	3,415,730,796	1.00%	1,197,043	(492,568)	704,475	0.21	2034					320,000	2.550%	21,870	341,870	320,000	21,870	341,870		(341,870)		704,475	(166,265)	0.21	2034			
2035	3,449,888,104	1.00%	1,189,569	(489,244)	700,325	0.20	2035					330,000	2.650%	13,418	343,418	330,000	13,418	343,418		(343,418)		700,325	(4,150)	0.20	2035			
2036	3,484,386,985	1.00%	499,225		499,225	0.14	2036					335,000	2.700%	4,523	339,523	335,000	4,523	339,523		(339,523)		499,225	(201,100)	0.14	2036			
2037	3,519,230,855	1.00%	289,113		289,113	0.08	2037															289,113	(210,113)	0.08	2037			
2038	3,554,423,164	1.00%	291,550		291,550	0.08	2038															291,550	2,438	0.08	2038			
2039	3,589,967,395	1.00%	283,850		283,850	0.08	2039															283,850	(7,700)	0.08	2039			
2040	3,625,867,069	1.00%					2040															0	(283,850)	0.00	2040			
2041	3,662,125,740	1.00%					2041																	0.00	2041			
2042	3,698,746,998	1.00%					2042																	0.00	2042			
2043	3,735,734,468	1.00%					2043																	0.00	2043			
TOTALS			95,889,138	(67,063,004)	28,826,133		TOTALS	5,655,000		282,948	5,937,948	9,795,000		1,220,755	11,015,755	15,450,000	1,503,702	16,953,702	(4,459,477)	(6,556,278)	(1,927,032)		4,010,915	32,837,048			TOTALS	



Current and Projected Debt Limit Calculations

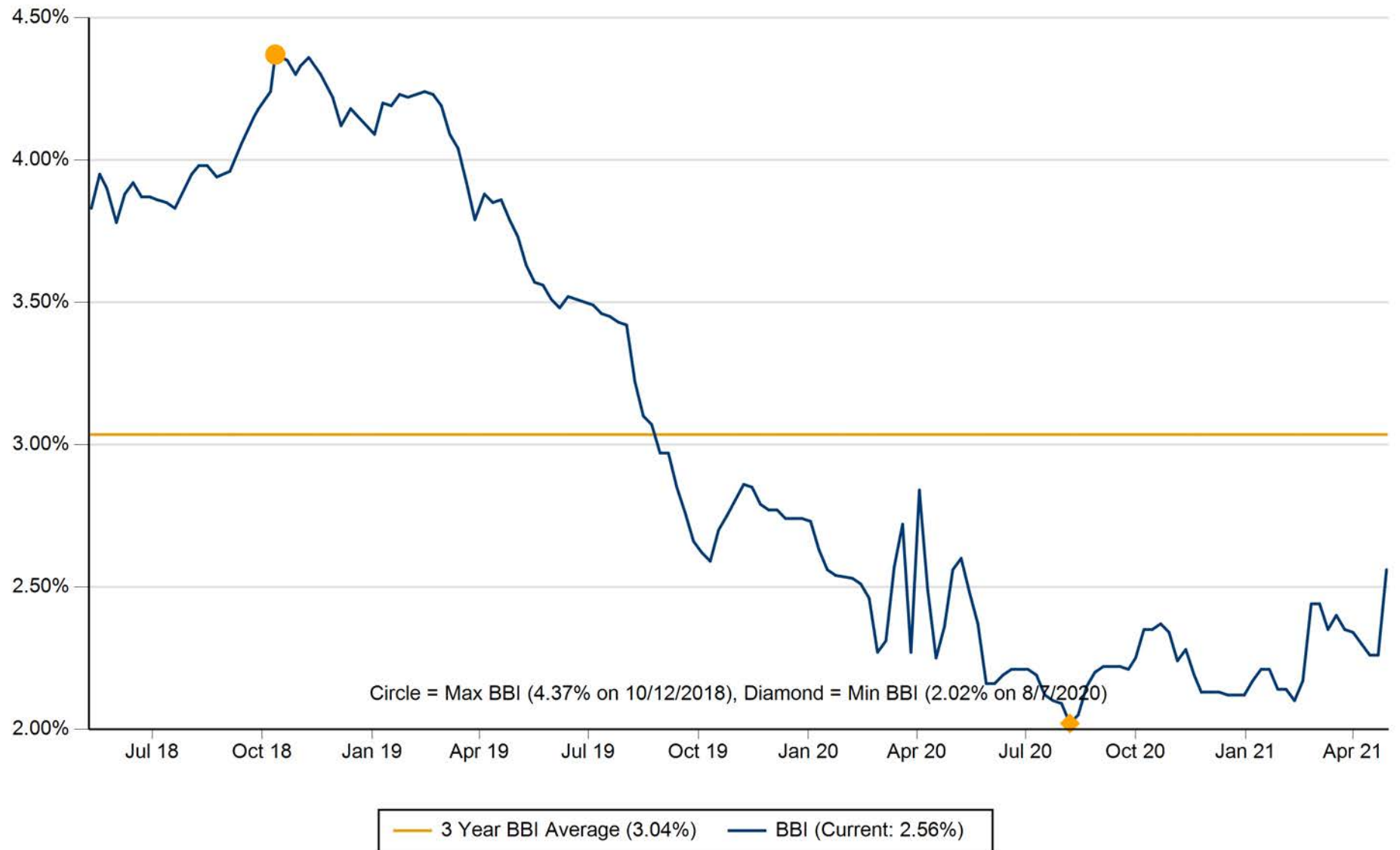
Year	Projected Equalized Value (TID IN) ¹	Change in EV	Existing General Obligation Debt				Projected General Obligation Debt				Residual Capacity	Year
			Debt Limit	50% Debt Limit	Principal Outstanding	% of Limit	2021 Notes	2021 Taxable Bonds	Principal Outstanding	% of Limit		
2020	3,397,965,602	10.47%	169,898,280	84,949,140	73,780,779	43.43%			73,780,779	43.43%	96,117,501	2020
2021	3,431,945,258	1.00%	171,597,263	85,798,631	61,334,779	35.74%	5,655,000	9,795,000	76,784,779	44.75%	94,812,484	2021
2022	3,466,264,711	1.00%	173,313,236	86,656,618	52,109,779	30.07%	4,895,000	9,315,000	66,319,779	38.27%	106,993,457	2022
2023	3,500,927,358	1.00%	175,046,368	87,523,184	44,189,779	25.24%	4,045,000	8,270,000	56,504,779	32.28%	118,541,589	2023
2024	3,535,936,632	1.00%	176,796,832	88,398,416	36,629,779	20.72%	3,190,000	7,210,000	47,029,779	26.60%	129,767,053	2024
2025	3,571,295,998	1.00%	178,564,800	89,282,400	29,329,779	16.43%	2,335,000	6,145,000	37,809,779	21.17%	140,755,021	2025
2026	3,607,008,958	1.00%	180,350,448	90,175,224	23,345,000	12.94%	1,960,000	5,085,000	30,390,000	16.85%	149,960,448	2026
2027	3,643,079,048	1.00%	182,153,952	91,076,976	19,205,000	10.54%	1,585,000	4,410,000	25,200,000	13.83%	156,953,952	2027
2028	3,679,509,838	1.00%	183,975,492	91,987,746	15,255,000	8.29%	1,200,000	3,725,000	20,180,000	10.97%	163,795,492	2028
2029	3,716,304,936	1.00%	185,815,247	92,907,623	11,460,000	6.17%	800,000	3,025,000	15,285,000	8.23%	170,530,247	2029
2030	3,753,467,986	1.00%	187,673,399	93,836,700	8,255,000	4.40%	400,000	2,320,000	10,975,000	5.85%	176,698,399	2030
2031	3,791,002,666	1.00%	189,550,133	94,775,067	6,095,000	3.22%		1,600,000	7,695,000	4.06%	181,855,133	2031
2032	3,828,912,692	1.00%	191,445,635	95,722,817	4,815,000	2.52%		1,295,000	6,110,000	3.19%	185,335,635	2032
2033	3,867,201,819	1.00%	193,360,091	96,680,045	3,560,000	1.84%		985,000	4,545,000	2.35%	188,815,091	2033
2034	3,905,873,837	1.00%	195,293,692	97,646,846	2,440,000	1.25%		665,000	3,105,000	1.59%	192,188,692	2034
2035	3,944,932,576	1.00%	197,246,629	98,623,314	1,300,000	0.66%		335,000	1,635,000	0.83%	195,611,629	2035
2036	3,984,381,902	1.00%	199,219,095	99,609,548	830,000	0.42%			830,000	0.42%	198,389,095	2036
2037	4,024,225,721	1.00%	201,211,286	100,605,643	560,000	0.28%			560,000	0.28%	200,651,286	2037
2038	4,064,467,978	1.00%	203,223,399	101,611,699	280,000	0.14%			280,000	0.14%	202,943,399	2038
2039	4,105,112,658	1.00%	205,255,633	102,627,816	0	0.00%			0	0.00%	205,255,633	2039
2040	4,146,163,784	1.00%	207,308,189	103,654,095	0	0.00%			0	0.00%	207,308,189	2040
2041	4,187,625,422	1.00%	209,381,271	104,690,636	0	0.00%			0	0.00%	209,381,271	2041
2042	4,229,501,676	1.00%	211,475,084	105,737,542	0	0.00%			0	0.00%	211,475,084	2042
2043	4,271,796,693	1.00%	213,589,835	106,794,917	0	0.00%			0	0.00%	213,589,835	2043

NOTES:



3 YEAR TREND IN MUNICIPAL BOND INDICES

Weekly Rates May, 2018 - May, 2021



The Bond Buyer "20 Bond Index" (BBI) shows average yields on a group of municipal bonds that mature in 20 years and have an average rating equivalent to Moody's Aa2 and S&P's AA.

Source: The Bond Buyer



May 25, 2021

Pre-Sale Report for

City of Wausau, Wisconsin

\$9,795,000 Taxable General Obligation
Community Development Bonds, Series 2021B



Prepared by:

Ehlers
N21W23350 Ridgeview Parkway West,
Suite 100
Waukesha, WI 53188

Advisors:

Philip Cosson, Senior Municipal Advisor
Jon Cameron, Senior Municipal Advisor

BUILDING COMMUNITIES. IT'S WHAT WE DO.

EXECUTIVE SUMMARY OF PROPOSED DEBT

Proposed Issue:

\$9,795,000 Taxable General Obligation Community Development Bonds, Series 2021B

Purposes:

The proposed issue includes financing for the following purposes:

Refund the 2018 Taxable NAN

- CR 2018 Taxable NAN. Debt service will be paid from revenues of Tax Increment Districts (TID) No. 11 & 12.

Interest rates on the obligations proposed to be refunded are 3.45%. The refunding is for structure purposes to better match the anticipated revenues of the TIDs with the debt service. As such, the refunding will increase debt service expense by approximately \$836K over the next 15 years. The Net Present Value Benefit of the refunding is estimated to be \$121K, equal to 1.53% of the refunded principal.

This refunding is a Current Refunding as the obligations being refunded are either callable (pre-payable) now or will be within 90 days of the date of issue of the new Bonds.

- TID 12 land purchase. Debt service will be paid from revenues of TID 12.

Authority:

The Bonds are being issued pursuant to Wisconsin Statute(s):

- 67.04 & 66.1105

The Bonds will be general obligations of the City for which its full faith, credit and taxing powers are pledged.

The Bonds count against the City's General Obligation Debt Capacity Limit of 5% of total City Equalized Valuation. Following issuance of the Bonds, the City's total General Obligation debt principal outstanding will be approximately \$77.4 million, which is 46% of its limit. Remaining General Obligation Borrowing Capacity will be approximately \$89.8 million.

Term/Call Feature:

The Bonds are being issued for a term of 15 years. Principal on the Bonds will be due on April 1 in the years 2022 through 2036. Interest is payable every six months beginning April 1, 2022.

The Bonds will be subject to prepayment at the discretion of the City on April 1, 2029 or any date thereafter.

Bank Qualification:

Because the Bonds are taxable obligations they will not be designated as “bank qualified” obligations.

Rating:

The City’s most recent bond issues were rated by Moody’s Investors Service. The current ratings on those bonds are “Aa3”. The City will request a new rating for the Bonds.

If the winning bidder on the Bonds elects to purchase bond insurance, the rating for the issue may be higher than the City’s bond rating in the event that the bond rating of the insurer is higher than that of the City.

Basis for Recommendation:

Based on our knowledge of your situation, your objectives communicated to us, our advisory relationship as well as characteristics of various municipal financing options, we are recommending the issuance of Bonds as a suitable option based on:

- The expectation this form of financing will provide the overall lowest cost of funds while also meeting the City’s objectives for term, structure, and optional redemption.

Method of Sale/Placement:

We will solicit competitive bids for the purchase of the Bonds from underwriters and banks.

We will include an allowance for discount bidding in the terms of the issue. The discount is treated as an interest item and provides the underwriter with all or a portion of their compensation in the transaction.

If the Bonds are purchased at a price greater than the minimum bid amount (maximum discount), the unused allowance may be used to reduce your borrowing amount.

Premium Pricing:

In some cases, investors in municipal bonds prefer “premium” pricing structures. A premium is achieved when the coupon for any maturity (the interest rate paid by the issuer) exceeds the yield to the investor, resulting in a price paid that is greater than the face value of the bonds. The sum of the amounts paid more than face value is considered “reoffering premium.” The underwriter of the bonds will retain a portion of this reoffering premium as their compensation (or “discount”) but will pay the remainder of the premium to the City.

Any premium amount received for that portion of the Bond being issued for the purpose of refunding existing debt will be used to reduce the issue size. Any premium amount received for the remainder of the Bonds that is in excess of the underwriting discount and any capitalized interest amounts must be placed in the debt service fund and used to pay a portion of the interest payments due on the Bonds. These adjustments may slightly change the true

interest cost of the original bid, either up or down. We anticipate using any premium amounts received to reduce the issue size.

The amount of premium allowed can be restricted in the bid specifications. Restrictions on premium may result in fewer bids but may also eliminate large adjustments on the day of sale and unintended results with respect to debt service payment impacts. Ehlers will identify appropriate premium restrictions for the Bonds intended to achieve the City's objectives for this financing.

Other Considerations:

The Bonds will be offered with the option of the successful bidder utilizing a term bond structure. By offering underwriters the option to "term up" some of the maturities at the time of the sale, it gives them more flexibility in finding a market for your Bonds. This makes your issue more marketable, which can result in lower borrowing costs. If the successful bidder utilizes a term bond structure, we recommend the City retain a paying agent to handle responsibility for processing mandatory redemption/call notices associated with term bonds.

Review of Existing Debt:

We have reviewed all outstanding indebtedness for the City and find that, other than the obligations proposed to be refunded by the Bonds, there are no other refunding opportunities at this time.

We will continue to monitor the market and the call dates for the City's outstanding debt and will alert you to any future refunding opportunities.

Continuing Disclosure:

Because the City has more than \$10,000,000 in outstanding debt (including this issue) and this issue is over \$1,000,000, the City will be agreeing to provide certain updated Annual Financial Information and its Audited Financial Statement annually, as well as providing notices of the occurrence of certain reportable events to the Municipal Securities Rulemaking Board (the "MSRB"), as required by rules of the Securities and Exchange Commission (SEC). The City is already obligated to provide such reports for its existing bonds and has contracted with Ehlers to prepare and file the reports.

Arbitrage Monitoring:

The Bonds are taxable obligations and are therefore not subject to IRS arbitrage and yield restriction requirements.

Investment of Bond Proceeds:

Ehlers will assist the City in developing a strategy to invest your Bond proceeds until the funds are needed to redeem the refunded obligations.

Risk Factors:

GO with Planned Abatement: The City expects to abate the City debt service with tax incremental revenues. In the event these revenues are not available, the City is obligated to levy property taxes in an amount sufficient to make all debt payments.

Current Refunding: The Bonds are being issued to finance a current refunding of prior City debt obligations. Those prior debt obligations are callable on or after April 1, 2021. The new Bonds will not be pre-payable until April 1, 2029.

This refunding is being undertaken based in part on an assumption that the City does not expect to pre-pay off this debt prior to the new call date and that market conditions warrant the refunding at this time.

Other Service Providers:

This debt issuance will require the engagement of other public finance service providers. This section identifies those other service providers, so Ehlers can coordinate their engagement on your behalf. Where you have previously used a particular firm to provide a service, we have assumed that you will continue that relationship. For services you have not previously required, we have identified a service provider. Fees charged by these service providers will be paid from proceeds of the obligation, unless you notify us that you wish to pay them from other sources. Our pre-sale bond sizing includes a good faith estimate of these fees, but the final fees may vary. If you have any questions pertaining to the identified service providers or their role, or if you would like to use a different service provider for any of the listed services please contact us.

Bond Counsel: Quarles & Brady LLP

Paying Agent: Bond Trust Services Corporation

Rating Agency: Moody's Investors Service, Inc.

PROPOSED DEBT ISSUANCE SCHEDULE

Pre-Sale Review by Finance Committee:	May 11, 2021
Pre-Sale Review by Common Council:	May 25, 2021
Conference with Rating Agency & Due Diligence Call:	Week of June 7, 2021
Distribute Official Statement:	June 14, 2021
Common Council Meeting to Award Sale of the Bonds:	June 22, 2021
Estimated Closing Date:	July 15, 2021
Redemption Date for the Obligations Being Refunded:	July 29, 2021

Attachments

Estimated Sources and Uses of Funds

Estimated Proposed Debt Service Schedule

Estimated Debt Service Comparison

Bond Buyer Index

EHLERS' CONTACTS

Philip Cosson, Senior Municipal Advisor	(262) 796-6161
Jon Cameron, Senior Municipal Advisor	(262) 796-6179
Sue Porter, Senior Public Finance Analyst/Marketing Coordinator	(262) 796-6167
Kathy Myers, Senior Financial Analyst	(262) 796-6177

The Preliminary Official Statement for this financing will be sent to the Common Council at their home or email address for review prior to the sale date.



Existing Debt Service Sources of Repayment and Levy Impact Analysis

Projected Rate Impact

YEAR	General Obligation Debt	BID Premium Dep to DS	TID #3	TID #6	TID #7	TID #8	TID #9	TID #10	TID #11	TID #12	Water Utility	Sewer Utility	Fund Balance Applied	Total of All Sources	Tax Levy for Debt	Projected Equalized Value	% Change	Net Rate	YEAR
2020	12,284,338	(315,512)	(3,578,420)	(2,599,453)	(51,800)	(625,005)	(65,520)	(138,773)				(311,063)	(475,794)	(8,161,339)	4,123,000	2,716,775,800	4.25%	1.52	2020
2021	11,853,332	(99,385)	(2,880,352)	(3,186,068)	(42,750)	(551,240)	(64,125)	(141,410)	(488,025)	(36,367)		(303,750)		(7,793,472)	4,059,860	3,001,274,900	10.47%	1.35	2021
2022	11,432,668	(96,950)	(3,176,723)	(3,043,674)	(41,720)	(559,315)	(62,580)	(143,723)	(488,563)	(35,500)				(7,648,747)	3,783,921	3,031,287,649	1.00%	1.25	2022
2023	9,879,804	(63,946)	(2,083,248)	(2,965,299)	(40,590)	(547,388)	(60,885)	(141,029)	(492,118)	(34,900)				(6,429,401)	3,450,403	3,061,600,525	1.00%	1.13	2023
2024	9,301,783		(2,091,158)	(2,767,549)		(554,931)		(143,210)	(488,175)	(34,300)				(6,079,323)	3,222,460	3,092,216,531	1.00%	1.04	2024
2025	8,842,653		(2,080,575)	(2,756,074)		(548,181)		(140,210)	(491,875)	(33,700)				(6,050,615)	2,792,038	3,123,138,696	1.00%	0.89	2025
2026	6,739,173		(3,244,707)			(463,425)		(136,910)	(490,463)	(33,100)				(4,368,605)	2,370,569	3,154,370,083	1.00%	0.75	2026
2027	4,690,489		(1,542,180)			(459,475)		(138,235)	(490,280)	(37,450)				(2,667,620)	2,022,869	3,185,913,784	1.00%	0.63	2027
2028	4,395,311		(1,545,370)			(455,425)		(139,410)	(491,013)	(36,750)				(2,667,968)	1,727,344	3,217,772,922	1.00%	0.54	2028
2029	4,140,044		(1,536,970)			(451,163)		(140,435)	(491,033)	(36,050)				(2,655,650)	1,484,394	3,249,950,651	1.00%	0.46	2029
2030	3,458,364		(1,423,600)			(149,688)		(111,705)	(490,438)	(35,350)				(2,210,780)	1,247,584	3,282,450,157	1.00%	0.38	2030
2031	2,342,138		(923,650)			(52,113)			(489,328)					(1,465,090)	877,048	3,315,274,659	1.00%	0.26	2031
2032	1,417,544					(40,650)			(492,655)					(533,305)	884,239	3,348,427,406	1.00%	0.26	2032
2033	1,361,148								(490,408)					(490,408)	870,740	3,381,911,680	1.00%	0.26	2033
2034	1,197,043								(492,568)					(492,568)	704,475	3,415,730,796	1.00%	0.21	2034
2035	1,189,569								(489,244)					(489,244)	700,325	3,449,888,104	1.00%	0.20	2035
2036	499,225													0	499,225	3,484,386,985	1.00%	0.14	2036
2037	289,113													0	289,113	3,519,230,855	1.00%	0.08	2037
2038	291,550													0	291,550	3,554,423,164	1.00%	0.08	2038
2039	283,850													0	283,850	3,589,967,395	1.00%	0.08	2039
TOTALS	95,889,138	(800,710)	(29,360,741)	(19,277,811)	(307,843)	(5,808,375)	(324,908)	(1,655,921)			(227,250)	(932,813)	(656,986)	(67,063,004)	28,826,133				



Capital Financing Plan Sizing

	Pre Sale GO Notes 2021A	Pre Sale Taxable GO Bonds 2021B
Projects		
Capital Projects	3,692,000	
TID 12 Projects		1,600,000
Amount Needed for Refunding for 2020 STF		
Amount Due 7/29/21	2,430,482	
Less: Interest due on 7/29/21	(22,431)	
Less: State Trust Fund Loan funds on hand	(550,723)	
Amount Needed for Refunding of 2018 TAX NAN		
Amount Due 7/29/21 TID 11		4,050,290
Amount Due 7/29/21 TID 12		4,050,290
Less: Interest due on 7/29/21		(90,580)
Funding Needs	5,549,328	9,610,000
Underwriter's Premium (built into rates) Deposit to Debt Service		
Issuance Expenses		
Municipal Advisor/Due Diligence	18,500	18,500
Bond Counsel	13,000	14,000
Disclosure Counsel	7,800	8,400
Paying Agent If terms	850	850
Rating	18,000	18,000
Underwriter Fees	56,550	122,438
Total Funds Needed	5,664,028	9,792,188
Less Interest Earnings 0.15% for 2 months	(9,230)	(1,000)
Rounding	202	3,813
Size of Issue	5,655,000	9,795,000



Allocation of General Obligation Notes, 2021

Year	Capital Projects				Amount Needed for Refunding for 2020 STF				TOTAL		
	Principal (4/1)	Rate	Interest	Total	Principal (4/1)	Rate	Interest	Total	Principal	Interest	Total
2021									-	-	-
2022	290,000	0.60%	47,980	337,980	470,000	0.60%	14,961	484,961	760,000	62,941	822,941
2023	380,000	0.65%	37,360	417,360	470,000	0.65%	9,170	479,170	850,000	46,530	896,530
2024	380,000	0.75%	34,700	414,700	475,000	0.75%	5,861	480,861	855,000	40,561	895,561
2025	375,000	0.85%	31,681	406,681	480,000	0.85%	2,040	482,040	855,000	33,721	888,721
2026	375,000	1.00%	28,213	403,213		1.00%			375,000	28,213	403,213
2027	375,000	1.10%	24,275	399,275		1.10%			375,000	24,275	399,275
2028	385,000	1.25%	19,806	404,806		1.25%			385,000	19,806	404,806
2029	400,000	1.35%	14,700	414,700		1.35%			400,000	14,700	414,700
2030	400,000	1.45%	9,100	409,100		1.45%			400,000	9,100	409,100
2031	400,000	1.55%	3,100	403,100		1.55%			400,000	3,100	403,100
2032									-	-	-
2033									-	-	-
2034									-	-	-
2035									-	-	-
2036									-	-	-
2037									-	-	-
2038									-	-	-
2039									-	-	-
2040									-	-	-
2041									-	-	-
	\$ 3,760,000		\$ 250,915	\$ 4,010,915	\$ 1,895,000		\$ 32,032	\$ 1,927,032	\$ 5,655,000	\$ 282,948	\$ 5,937,948

Rates based on "Aa2" rates from 4/21/21 + .40



Allocation of General Obligation Bonds, 2021

Year	CR 2018 TID 11					CR 2018 TID 12					TID 12 Projects					TOTAL		
	Principal (4/1)	Rate	Interest	Total		Principal (4/1)	Rate	Interest	Total		Principal (4/1)	Rate	Interest	Total		Principal	Interest	Total
2021															-	-	-	
2022	480,000	0.60%	70,482	550,482			0.60%	96,610	96,610			0.60%	19,965	19,965	480,000	187,057	667,057	
2023	380,000	0.70%	55,175	435,175		260,000	0.70%	78,860	338,860		405,000	0.70%	15,068	420,068	1,045,000	149,103	1,194,103	
2024	385,000	0.85%	52,209	437,209		265,000	0.85%	76,824	341,824		410,000	0.85%	11,908	421,908	1,060,000	140,940	1,200,940	
2025	385,000	1.10%	48,455	433,455		265,000	1.10%	74,240	339,240		415,000	1.10%	7,883	422,883	1,065,000	130,578	1,195,578	
2026	390,000	1.40%	43,608	433,608		270,000	1.40%	70,893	340,893		400,000	1.40%	2,800	402,800	1,060,000	117,300	1,177,300	
2027	400,000	1.65%	37,578	437,578		275,000	1.65%	66,734	341,734						675,000	104,311	779,311	
2028	405,000	1.85%	30,531	435,531		280,000	1.85%	61,875	341,875						685,000	92,406	777,406	
2029	415,000	2.00%	22,635	437,635		285,000	2.00%	56,435	341,435						700,000	79,070	779,070	
2030	415,000	2.15%	14,024	429,024		290,000	2.15%	50,468	340,468						705,000	64,491	769,491	
2031	425,000	2.25%	4,781	429,781		295,000	2.25%	44,031	339,031						720,000	48,813	768,813	
2032		2.35%				305,000	2.35%	37,129	342,129						305,000	37,129	342,129	
2033		2.45%				310,000	2.45%	29,748	339,748						310,000	29,748	339,748	
2034		2.55%				320,000	2.55%	21,870	341,870						320,000	21,870	341,870	
2035		2.65%				330,000	2.65%	13,418	343,418						330,000	13,418	343,418	
2036		2.70%				335,000	2.70%	4,523	339,523						335,000	4,523	339,523	
2037							0.00%								-	-	-	
2038							0.00%								-	-	-	
2039							0.00%								-	-	-	
2040							0.00%								-	-	-	
2041							0.00%								-	-	-	
\$ 4,080,000					\$ 4,085,000					\$ 1,630,000					\$ 9,795,000			
\$ 379,477					\$ 783,655					\$ 57,623					\$ 1,220,755			
\$ 4,459,477					\$ 4,868,655					\$ 1,687,623					\$ 11,015,755			



Projected Impact of Proposed Projects

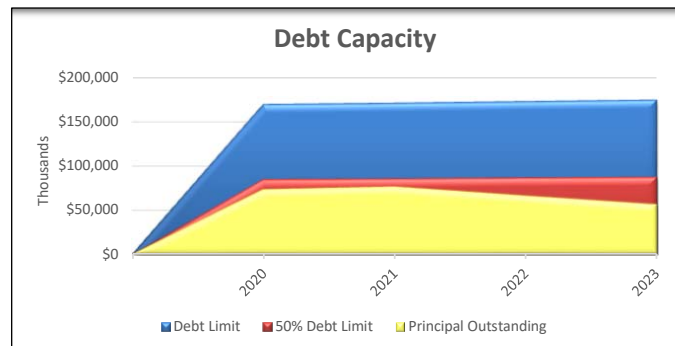
Existing General Obligation Debt Only							Projected Debt Service																						
	Equalized Value Projection (TID Out)	Change in EV	Total Payment (P&I)	Total Less Non Levy Revenues	Net Debt Service Levy	Debt Service Tax Rate		General Obligation Notes, 2021A \$5,655,000				Taxable General Obligation Bonds, 2021B \$9,795,000				Capital Plan Debt Service							Fund Balance Applied/Bid Premium	Total Projected Debt Service less Abatements	Net Debt Service Levy	Levy Change	Debt Service Tax Rate		
								Dated 7-15-21				Dated 7-15-21																	
YEAR							YEAR	Prin (4/1)	Rate	Interest	Total	Prin (4/1)	Rate	Interest	Total	Principal	Interest	Total										YEAR	
2020	2,716,775,800	4.25%	12,284,338	(8,161,339)	4,123,000	1.52	2020																		4,123,000		1.52	2020	
2021	3,001,274,900	10.47%	11,853,332	(7,793,472)	4,059,860	1.35	2021																	4,059,860	(63,139)	1.35	2021		
2022	3,031,287,649	1.00%	11,432,668	(7,648,747)	3,783,921	1.25	2022	760,000	0.600%	62,941	822,941	480,000	0.600%	187,057	667,057	1,240,000	249,999	1,489,999	(550,482)	(116,576)	(484,961)	337,980	4,121,901	62,041	1.36	2022			
2023	3,061,600,525	1.00%	9,879,804	(6,429,401)	3,450,403	1.13	2023	850,000	0.650%	46,530	896,530	1,045,000	0.700%	149,103	1,194,103	1,895,000	195,633	2,090,633	(435,175)	(758,928)	(479,170)	417,360	3,867,763	(254,138)	1.26	2023			
2024	3,092,216,531	1.00%	9,301,783	(6,079,323)	3,222,460	1.04	2024	855,000	0.750%	40,561	895,561	1,060,000	0.850%	140,940	1,200,940	1,915,000	181,501	2,096,501	(437,209)	(763,731)	(480,861)	414,700	3,637,160	(230,603)	1.18	2024			
2025	3,123,138,696	1.00%	8,842,653	(6,050,615)	2,792,038	0.89	2025	855,000	0.850%	33,721	888,721	1,065,000	1.100%	130,578	1,195,578	1,920,000	164,299	2,084,299	(433,455)	(762,123)	(482,040)	406,681	3,198,719	(438,441)	1.02	2025			
2026	3,154,370,083	1.00%	6,739,173	(4,368,605)	2,370,569	0.75	2026	375,000	1.000%	28,213	403,213	1,060,000	1.400%	117,300	1,177,300	1,435,000	145,513	1,580,513	(433,608)	(743,693)		403,213	2,773,781	(424,938)	0.88	2026			
2027	3,185,913,784	1.00%	4,690,489	(2,667,620)	2,022,869	0.63	2027	375,000	1.100%	24,275	399,275	675,000	1.650%	104,311	779,311	1,050,000	128,586	1,178,586	(437,578)	(341,734)		399,275	2,422,144	(351,638)	0.76	2027			
2028	3,217,772,922	1.00%	4,395,311	(2,667,968)	1,727,344	0.54	2028	385,000	1.250%	19,806	404,806	685,000	1.850%	92,406	777,406	1,070,000	112,213	1,182,213	(435,531)	(341,875)		404,806	2,132,150	(289,994)	0.66	2028			
2029	3,249,950,651	1.00%	4,140,044	(2,655,650)	1,484,394	0.46	2029	400,000	1.350%	14,700	414,700	700,000	2.000%	79,070	779,070	1,100,000	93,770	1,193,770	(437,635)	(341,435)		414,700	1,899,094	(233,056)	0.58	2029			
2030	3,282,450,157	1.00%	3,458,364	(2,210,780)	1,247,584	0.38	2030	400,000	1.450%	9,100	409,100	705,000	2.150%	64,491	769,491	1,105,000	73,591	1,178,591	(429,024)	(340,468)		409,100	1,656,684	(242,410)	0.50	2030			
2031	3,315,274,659	1.00%	2,342,138	(1,465,090)	877,048	0.26	2031	400,000	1.550%	3,100	403,100	720,000	2.250%	48,813	768,813	1,120,000	51,913	1,171,913	(429,781)	(339,031)		403,100	1,280,148	(376,536)	0.39	2031			
2032	3,348,427,406	1.00%	1,417,544	(533,305)	884,239	0.26	2032					305,000	2.350%	37,129	342,129	305,000	37,129	342,129		(342,129)		884,239	(395,909)	0.26	2032				
2033	3,381,911,680	1.00%	1,361,148	(490,408)	870,740	0.26	2033					310,000	2.450%	29,748	339,748	310,000	29,748	339,748		(339,748)		870,740	(13,499)	0.26	2033				
2034	3,415,730,796	1.00%	1,197,043	(492,568)	704,475	0.21	2034					320,000	2.550%	21,870	341,870	320,000	21,870	341,870		(341,870)		704,475	(166,265)	0.21	2034				
2035	3,449,888,104	1.00%	1,189,569	(489,244)	700,325	0.20	2035					330,000	2.650%	13,418	343,418	330,000	13,418	343,418		(343,418)		700,325	(4,150)	0.20	2035				
2036	3,484,386,985	1.00%	499,225		499,225	0.14	2036					335,000	2.700%	4,523	339,523	335,000	4,523	339,523		(339,523)		499,225	(201,100)	0.14	2036				
2037	3,519,230,855	1.00%	289,113		289,113	0.08	2037															289,113	(210,113)	0.08	2037				
2038	3,554,423,164	1.00%	291,550		291,550	0.08	2038															291,550	2,438	0.08	2038				
2039	3,589,967,395	1.00%	283,850		283,850	0.08	2039															283,850	(7,700)	0.08	2039				
2040	3,625,867,069	1.00%					2040															0	(283,850)	0.00	2040				
2041	3,662,125,740	1.00%					2041																	0.00	2041				
2042	3,698,746,998	1.00%					2042																	0.00	2042				
2043	3,735,734,468	1.00%					2043																	0.00	2043				
TOTALS			95,889,138	(67,063,004)	28,826,133		TOTALS	5,655,000		282,948	5,937,948	9,795,000		1,220,755	11,015,755	15,450,000	1,503,702	16,953,702	(4,459,477)	(6,556,278)	(1,927,032)		4,010,915	32,837,048			TOTALS		



Current and Projected Debt Limit Calculations

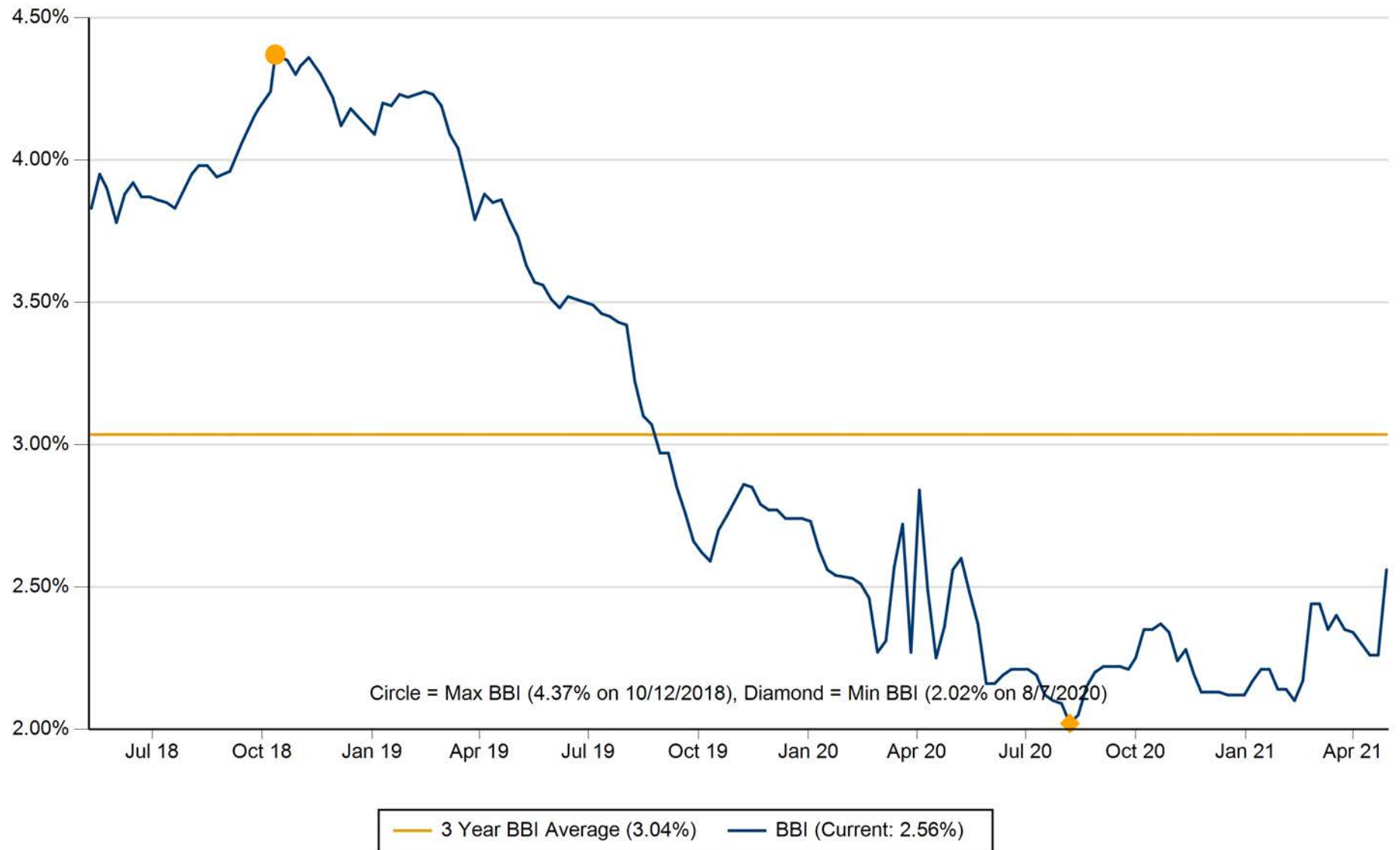
Year	Projected Equalized Value (TID IN) ¹	Change in EV	Existing General Obligation Debt				Projected General Obligation Debt				Residual Capacity	Year
			Debt Limit	50% Debt Limit	Principal Outstanding	% of Limit	2021 Notes	2021 Taxable Bonds	Principal Outstanding	% of Limit		
2020	3,397,965,602	10.47%	169,898,280	84,949,140	73,780,779	43.43%			73,780,779	43.43%	96,117,501	2020
2021	3,431,945,258	1.00%	171,597,263	85,798,631	61,334,779	35.74%	5,655,000	9,795,000	76,784,779	44.75%	94,812,484	2021
2022	3,466,264,711	1.00%	173,313,236	86,656,618	52,109,779	30.07%	4,895,000	9,315,000	66,319,779	38.27%	106,993,457	2022
2023	3,500,927,358	1.00%	175,046,368	87,523,184	44,189,779	25.24%	4,045,000	8,270,000	56,504,779	32.28%	118,541,589	2023
2024	3,535,936,632	1.00%	176,796,832	88,398,416	36,629,779	20.72%	3,190,000	7,210,000	47,029,779	26.60%	129,767,053	2024
2025	3,571,295,998	1.00%	178,564,800	89,282,400	29,329,779	16.43%	2,335,000	6,145,000	37,809,779	21.17%	140,755,021	2025
2026	3,607,008,958	1.00%	180,350,448	90,175,224	23,345,000	12.94%	1,960,000	5,085,000	30,390,000	16.85%	149,960,448	2026
2027	3,643,079,048	1.00%	182,153,952	91,076,976	19,205,000	10.54%	1,585,000	4,410,000	25,200,000	13.83%	156,953,952	2027
2028	3,679,509,838	1.00%	183,975,492	91,987,746	15,255,000	8.29%	1,200,000	3,725,000	20,180,000	10.97%	163,795,492	2028
2029	3,716,304,936	1.00%	185,815,247	92,907,623	11,460,000	6.17%	800,000	3,025,000	15,285,000	8.23%	170,530,247	2029
2030	3,753,467,986	1.00%	187,673,399	93,836,700	8,255,000	4.40%	400,000	2,320,000	10,975,000	5.85%	176,698,399	2030
2031	3,791,002,666	1.00%	189,550,133	94,775,067	6,095,000	3.22%		1,600,000	7,695,000	4.06%	181,855,133	2031
2032	3,828,912,692	1.00%	191,445,635	95,722,817	4,815,000	2.52%		1,295,000	6,110,000	3.19%	185,335,635	2032
2033	3,867,201,819	1.00%	193,360,091	96,680,045	3,560,000	1.84%		985,000	4,545,000	2.35%	188,815,091	2033
2034	3,905,873,837	1.00%	195,293,692	97,646,846	2,440,000	1.25%		665,000	3,105,000	1.59%	192,188,692	2034
2035	3,944,932,576	1.00%	197,246,629	98,623,314	1,300,000	0.66%		335,000	1,635,000	0.83%	195,611,629	2035
2036	3,984,381,902	1.00%	199,219,095	99,609,548	830,000	0.42%			830,000	0.42%	198,389,095	2036
2037	4,024,225,721	1.00%	201,211,286	100,605,643	560,000	0.28%			560,000	0.28%	200,651,286	2037
2038	4,064,467,978	1.00%	203,223,399	101,611,699	280,000	0.14%			280,000	0.14%	202,943,399	2038
2039	4,105,112,658	1.00%	205,255,633	102,627,816	0	0.00%			0	0.00%	205,255,633	2039
2040	4,146,163,784	1.00%	207,308,189	103,654,095	0	0.00%			0	0.00%	207,308,189	2040
2041	4,187,625,422	1.00%	209,381,271	104,690,636	0	0.00%			0	0.00%	209,381,271	2041
2042	4,229,501,676	1.00%	211,475,084	105,737,542	0	0.00%			0	0.00%	211,475,084	2042
2043	4,271,796,693	1.00%	213,589,835	106,794,917	0	0.00%			0	0.00%	213,589,835	2043

NOTES:



3 YEAR TREND IN MUNICIPAL BOND INDICES

Weekly Rates May, 2018 - May, 2021



The Bond Buyer "20 Bond Index" (BBI) shows average yields on a group of municipal bonds that mature in 20 years and have an average rating equivalent to Moody's Aa2 and S&P's AA.

Source: The Bond Buyer



FINANCE COMMITTEE

Date and Time: Tuesday, May 11, 2021 @ 5:15 pm., Council Chambers

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

Others Present: Maryanne Groat, Anne Jacobson, Ben Bliven, Brad Lenz, Katie Rosenberg, Sean Fitzgerald, Jamie Polley, Leslie Kremer, Philip Cosson, Wesley Yuds, Carol Langbehn

Discussion and possible action regarding 2021 debt issuance schedule and plan

MaryAnne Groat discussed the City's 2021 debt issuance schedule and plan and the recommended refinancing strategies that would be beneficial for the City on some debt. Phil Cosson from Ehlers explained that the Council could approve a Parameter Sale for bonds and notes which would benefit the City by allowing some flexibility in the sale date in case the market has some movement. Michael Martens questioned if his understanding is correct that the Parameter Sale would allow the City to establish its parameters and expectations prior to the sale and make it unnecessary for the Council to ratify post sale. Phil Cosson confirmed that is correct. Groat stated that the Resolution that would be presented for approval to the Council at its May 25th meeting would state the maximum amount the City is authorized to borrow and the threshold on the interest rate the City would authorize, and the June sale would take place within those parameters.

Questions from the Committee on types of City debt and differences in rules for funding options were discussed. Please view the meeting for specific details.

Motion by Herbst, second by Martens to recommend to Council that it approve a Parameter Sale for the 2021 debt issuance, at its May 25th meeting. Motion carried 4-1. Ryan was the dissenting vote.

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

RESOLUTION OF THE FINANCE COMMITTEE

Authorizing the Issuance and Establishing Parameters for the Sale of not to Exceed \$5,655,000 General Obligation Promissory Notes, Series 2021A

Committee Action: Approved 4-1

Fiscal Impact:

File Number: 21-0519

Date Introduced: May 25, 2021

WHEREAS, the Common Council hereby finds and determines that it is necessary, desirable and in the best interest of the City of Wausau, Marathon County, Wisconsin (the "City") to raise funds for public purposes, including paying the cost of street, sidewalk and storm water projects and acquiring fire truck(s) (the "Project");

WHEREAS, the Common Council hereby further finds and determines that it is necessary, desirable and in the best interest of the City to raise funds to pay the cost of refinancing certain outstanding obligations of the City, specifically, the State Trust Fund Loan, dated May 15, 2020 (the "Refunded Obligations") (hereinafter the refinancing of the Refunded Obligations shall be referred to as the "Refunding");

WHEREAS, the Common Council hereby finds and determines that the Project is within the City's power to undertake and therefore serves a "public purpose" as that term is defined in Section 67.04(1)(b), Wisconsin Statutes;

WHEREAS, the Common Council deems it to be necessary, desirable and in the best interest of the City to refund the Refunded Obligations for the purpose of achieving debt service savings;

WHEREAS, the City is authorized by the provisions of Section 67.12(12), Wisconsin Statutes, to borrow money and issue general obligation promissory notes for such public purposes and to refinance its outstanding obligations;

WHEREAS, it is the finding of the Common Council that it is in the best interest of the City to direct its financial advisor, Ehlers & Associates, Inc. ("Ehlers"), to take the steps necessary for the City to offer and sell the general obligation promissory notes (the "Notes") at public sale and to obtain bids for the purchase of the Notes; and

WHEREAS, in order to facilitate the sale of the Notes in a timely manner, the Common Council hereby finds and determines that it is necessary, desirable and in the best interest of the City to delegate to the Finance Director/Treasurer or City Clerk (each an "Authorized Officer")

of the City the authority to accept on behalf of the City the bid for the Notes that results in the lowest true interest cost for the Notes (the "Proposal") and meets the terms and conditions provided for in this Resolution by executing a certificate in substantially the form attached hereto as Exhibit A and incorporated herein by reference (the "Approving Certificate").

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

Section 1. Authorization and Sale of the Notes; Parameters. For the purpose of paying costs of the Project and the Refunding, the City is authorized to borrow pursuant to Section 67.12(12) Wisconsin Statutes, the principal sum of not to exceed FIVE MILLION SIX HUNDRED FIFTY-FIVE THOUSAND DOLLARS (\$5,655,000) upon the terms and subject to the conditions set forth in this Resolution. Subject to satisfaction of the conditions set forth in Section 17 of this Resolution, the Mayor and City Clerk are hereby authorized, empowered and directed to make, execute, issue and sell to the financial institution that submitted the Proposal (the "Purchaser") for, on behalf of and in the name of the City, Notes aggregating the principal amount of not to exceed FIVE MILLION SIX HUNDRED FIFTY-FIVE THOUSAND DOLLARS (\$5,655,000). The purchase price to be paid to the City for the Notes shall not be less than 99.00% nor more than 106.00% of the principal amount of the Notes.

Section 2. Terms of the Notes. The Notes shall be designated "General Obligation Promissory Notes, Series 2021A"; shall be issued in the aggregate principal amount of up to \$5,655,000; shall be dated as of their date of issuance; shall be in the denomination of \$5,000 or any integral multiple thereof; shall be numbered R-1 and upward; and shall mature or be subject to mandatory redemption on the dates and in the principal amounts set forth below, provided that the principal amount of each maturity or mandatory redemption amount may be increased or decreased by up to \$100,000 per maturity or mandatory redemption amount and that the aggregate principal amount of the Notes shall not exceed \$5,655,000. The schedule below assumes the Notes are issued in the aggregate principal amount of \$5,655,000.

<u>Date</u>	<u>Principal Amount</u>
04-01-2022	\$760,000
04-01-2023	850,000
04-01-2024	855,000
04-01-2025	855,000
04-01-2026	375,000
04-01-2027	375,000
04-01-2028	385,000
04-01-2029	400,000
04-01-2030	400,000
04-01-2031	400,000

Interest shall be payable semi-annually on April 1 and October 1 of each year commencing on April 1, 2022. The true interest cost on the Notes (computed taking the Purchaser's compensation into account) will not exceed 2.50%. Interest shall be computed upon the basis of a 360-day year of twelve 30-day months and will be rounded pursuant to the rules of the Municipal Securities Rulemaking Board.

The issuance of the Notes for the Refunding is subject to the Refunding producing present value debt service savings of at least 10.00% of the principal refunded as a result of the Refunding (the "Savings Test"). The Savings Test shall be calculated based on the terms of the Proposal for the Notes maturing or having mandatory redemption payments due in the years and in the amounts shown on Exhibit B attached hereto and incorporated herein by this reference (the "Refunding Notes"). If the amount of Notes required for the Refunding is more or less than \$1,895,000, for purposes of applying the Savings Test, the amount of Refunding Notes maturing or being subject to mandatory redemption in each year shall be increased or reduced in increments of \$5,000 so that the total amount of Refunding Notes is equal to the amount needed for the Refunding, and the changes to the maturity and mandatory redemption schedule for the Refunding Notes shall be set forth in the Approving Certificate. If the Savings Test is not met, the above shall be reduced by the amounts in the years set forth in Exhibit B.

Section 3. Redemption Provisions. The Notes shall not be subject to optional redemption or shall be callable as set forth on the Approving Certificate. If the Proposal specifies that certain of the Notes are subject to mandatory redemption, the terms of such mandatory redemption shall be set forth on an attachment to the Approving Certificate labeled as Exhibit MRP. Upon the optional redemption of any of the Notes subject to mandatory redemption, the principal amount of such Notes so redeemed shall be credited against the mandatory redemption payments established in the Approving Certificate in such manner as the City shall direct.

Section 4. Form of the Notes. The Notes shall be issued in registered form and shall be executed and delivered in substantially the form attached hereto as Exhibit C and incorporated herein by this reference.

Section 5. Tax Provisions.

(A) Direct Annual Irrepealable Tax Levy. For the purpose of paying the principal of and interest on the Notes as the same becomes due, the full faith, credit and resources of the City are hereby irrevocably pledged, and there is hereby levied upon all of the taxable property of the City a direct annual irrepealable tax in the years 2021 through 2030 for the payments due in the years 2022 through 2031 in the amounts as are sufficient to meet the principal and interest payments when due.

(B) Tax Collection. So long as any part of the principal of or interest on the Notes remains unpaid, the City shall be and continue without power to repeal such levy or obstruct the collection of said tax until all such payments have been made or provided for. After the issuance of the Notes, said tax shall be, from year to year, carried onto the tax roll of the City and collected in addition to all other taxes and in the same manner and at the same time as other taxes of the City for said years are collected, except that the amount of tax carried onto the tax roll may be reduced in any year by the amount of any surplus money in the Debt Service Fund Account created below.

(C) Additional Funds. If at any time there shall be on hand insufficient funds from the aforesaid tax levy to meet principal and/or interest payments on said Notes when due,

the requisite amounts shall be paid from other funds of the City then available, which sums shall be replaced upon the collection of the taxes herein levied.

Section 6. Segregated Debt Service Fund Account.

(A) Creation and Deposits. There be and there hereby is established in the treasury of the City, if one has not already been created, a debt service fund, separate and distinct from every other fund, which shall be maintained in accordance with generally accepted accounting principles. Debt service or sinking funds established for obligations previously issued by the City may be considered as separate and distinct accounts within the debt service fund.

Within the debt service fund, there hereby is established a separate and distinct account designated as the "Debt Service Fund Account for General Obligation Promissory Notes, Series 2021A" (the "Debt Service Fund Account") and such account shall be maintained until the indebtedness evidenced by the Notes is fully paid or otherwise extinguished. There shall be deposited into the Debt Service Fund Account (i) all accrued interest received by the City at the time of delivery of and payment for the Notes; (ii) any premium not used for the Refunding which may be received by the City above the par value of the Notes and accrued interest thereon; (iii) all money raised by the taxes herein levied and any amounts appropriated for the specific purpose of meeting principal of and interest on the Notes when due; (iv) such other sums as may be necessary at any time to pay principal of and interest on the Notes when due; (v) surplus monies in the Borrowed Money Fund as specified below; and (vi) such further deposits as may be required by Section 67.11, Wisconsin Statutes.

(B) Use and Investment. No money shall be withdrawn from the Debt Service Fund Account and appropriated for any purpose other than the payment of principal of and interest on the Notes until all such principal and interest has been paid in full and the Notes canceled; provided (i) the funds to provide for each payment of principal of and interest on the Notes prior to the scheduled receipt of taxes from the next succeeding tax collection may be invested in direct obligations of the United States of America maturing in time to make such payments when they are due or in other investments permitted by law; and (ii) any funds over and above the amount of such principal and interest payments on the Notes may be used to reduce the next succeeding tax levy, or may, at the option of the City, be invested by purchasing the Notes as permitted by and subject to Section 67.11(2)(a), Wisconsin Statutes, or in permitted municipal investments under the pertinent provisions of the Wisconsin Statutes ("Permitted Investments"), which investments shall continue to be a part of the Debt Service Fund Account. Any investment of the Debt Service Fund Account shall at all times conform with the provisions of the Internal Revenue Code of 1986, as amended (the "Code") and any applicable Treasury Regulations (the "Regulations").

(C) Remaining Monies. When all of the Notes have been paid in full and canceled, and all Permitted Investments disposed of, any money remaining in the Debt Service Fund Account shall be transferred and deposited in the general fund of the City, unless the Common Council directs otherwise.

Section 7. Proceeds of the Notes; Segregated Borrowed Money Fund. The proceeds of the Notes (the "Note Proceeds") (other than any premium not used for the Refunding and accrued interest which must be paid at the time of the delivery of the Notes into the Debt Service Fund Account created above) shall be deposited into a special fund (the "Borrowed Money Fund") separate and distinct from all other funds of the City and disbursed solely for the purpose or purposes for which borrowed. Monies in the Borrowed Money Fund may be temporarily invested in Permitted Investments. Any monies, including any income from Permitted Investments, remaining in the Borrowed Money Fund after the purpose or purposes for which the Notes have been issued have been accomplished, and, at any time, any monies as are not needed and which obviously thereafter cannot be needed for such purpose(s) shall be deposited in the Debt Service Fund Account.

Section 8. No Arbitrage. All investments made pursuant to this Resolution shall be Permitted Investments, but no such investment shall be made in such a manner as would cause the Notes to be "arbitrage bonds" within the meaning of Section 148 of the Code or the Regulations and an officer of the City, charged with the responsibility for issuing the Notes, shall certify as to facts, estimates, circumstances and reasonable expectations in existence on the date of delivery of the Notes to the Purchaser which will permit the conclusion that the Notes are not "arbitrage bonds," within the meaning of the Code or Regulations.

Section 9. Compliance with Federal Tax Laws. (a) The City represents and covenants that the projects financed by the Notes and by the Refunded Obligations and the ownership, management and use of the projects will not cause the Notes and the Refunded Obligations to be "private activity bonds" within the meaning of Section 141 of the Code. The City further covenants that it shall comply with the provisions of the Code to the extent necessary to maintain the tax-exempt status of the interest on the Notes including, if applicable, the rebate requirements of Section 148(f) of the Code. The City further covenants that it will not take any action, omit to take any action or permit the taking or omission of any action within its control (including, without limitation, making or permitting any use of the proceeds of the Notes) if taking, permitting or omitting to take such action would cause any of the Notes to be an arbitrage bond or a private activity bond within the meaning of the Code or would otherwise cause interest on the Notes to be included in the gross income of the recipients thereof for federal income tax purposes. The City Clerk or other officer of the City charged with the responsibility of issuing the Notes shall provide an appropriate certificate of the City certifying that the City can and covenanting that it will comply with the provisions of the Code and Regulations.

(b) The City also covenants to use its best efforts to meet the requirements and restrictions of any different or additional federal legislation which may be made applicable to the Notes provided that in meeting such requirements the City will do so only to the extent consistent with the proceedings authorizing the Notes and the laws of the State of Wisconsin and to the extent that there is a reasonable period of time in which to comply.

Section 10. Designation as Qualified Tax-Exempt Obligations. The Notes are hereby designated as "qualified tax-exempt obligations" for purposes of Section 265 of the Code, relating to the ability of financial institutions to deduct from income for federal income tax purposes, interest expense that is allocable to carrying and acquiring tax-exempt obligations.

Section 11. Execution of the Notes; Closing; Professional Services. The Notes shall be issued in printed form, executed on behalf of the City by the manual or facsimile signatures of the Mayor and City Clerk, authenticated, if required, by the Fiscal Agent (defined below), sealed with its official or corporate seal, if any, or a facsimile thereof, and delivered to the Purchaser upon payment to the City of the purchase price thereof, plus accrued interest to the date of delivery (the "Closing"). The facsimile signature of either of the officers executing the Notes may be imprinted on the Notes in lieu of the manual signature of the officer but, unless the City has contracted with a fiscal agent to authenticate the Notes, at least one of the signatures appearing on each Note shall be a manual signature. In the event that either of the officers whose signatures appear on the Notes shall cease to be such officers before the Closing, such signatures shall, nevertheless, be valid and sufficient for all purposes to the same extent as if they had remained in office until the Closing. The aforesaid officers are hereby authorized and directed to do all acts and execute and deliver the Notes and all such documents, certificates and acknowledgements as may be necessary and convenient to effectuate the Closing. The City hereby authorizes the officers and agents of the City to enter into, on its behalf, agreements and contracts in conjunction with the Notes, including but not limited to agreements and contracts for legal, trust, fiscal agency, disclosure and continuing disclosure, and rebate calculation services. Any such contract heretofore entered into in conjunction with the issuance of the Notes is hereby ratified and approved in all respects.

Section 12. Payment of the Notes; Fiscal Agent. The principal of and interest on the Notes shall be paid by Bond Trust Services Corporation, Roseville, Minnesota, which is hereby appointed as the City's registrar and fiscal agent pursuant to the provisions of Section 67.10(2), Wisconsin Statutes (the "Fiscal Agent"). The City hereby authorizes the Mayor and City Clerk or other appropriate officers of the City to enter a Fiscal Agency Agreement between the City and the Fiscal Agent. Such contract may provide, among other things, for the performance by the Fiscal Agent of the functions listed in Wis. Stats. Sec. 67.10(2)(a) to (j), where applicable, with respect to the Notes.

Section 13. Persons Treated as Owners; Transfer of Notes. The City shall cause books for the registration and for the transfer of the Notes to be kept by the Fiscal Agent. The person in whose name any Note shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and payment of either principal or interest on any Note shall be made only to the registered owner thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Note to the extent of the sum or sums so paid.

Any Note may be transferred by the registered owner thereof by surrender of the Note at the office of the Fiscal Agent, duly endorsed for the transfer or accompanied by an assignment duly executed by the registered owner or his attorney duly authorized in writing. Upon such transfer, the Mayor and City Clerk shall execute and deliver in the name of the transferee or transferees a new Note or Notes of a like aggregate principal amount, series and maturity and the Fiscal Agent shall record the name of each transferee in the registration book. No registration shall be made to bearer. The Fiscal Agent shall cancel any Note surrendered for transfer.

The City shall cooperate in any such transfer, and the Mayor and City Clerk are authorized to execute any new Note or Notes necessary to effect any such transfer.

Section 14. Record Date. The 15th day of the calendar month next preceding each interest payment date shall be the record date for the Notes (the "Record Date"). Payment of interest on the Notes on any interest payment date shall be made to the registered owners of the Notes as they appear on the registration book of the City at the close of business on the Record Date.

Section 15. Utilization of The Depository Trust Company Book-Entry-Only System. In order to make the Notes eligible for the services provided by The Depository Trust Company, New York, New York ("DTC"), the City agrees to the applicable provisions set forth in the Blanket Issuer Letter of Representations, which the City Clerk or other authorized representative of the City is authorized and directed to execute and deliver to DTC on behalf of the City to the extent an effective Blanket Issuer Letter of Representations is not presently on file in the City Clerk's office.

Section 16. Payment of Issuance Expenses. The City authorizes the Purchaser to forward the amount of the proceeds of the Notes allocable to the payment of issuance expenses to Old National Bank at Closing for further distribution as directed by the City's financial advisor, Ehlers & Associates, Inc.

Section 17. Conditions on Issuance and Sale of the Notes. The issuance of the Notes and the sale of the Notes to the Purchaser are subject to the approval by the Authorized Officer of the principal amount, definitive maturities, redemption provisions, interest rates and purchase price for the Notes, which approval shall be evidenced by execution by the Authorized Officer of the Approving Certificate.

The Notes shall not be issued, sold or delivered until the condition is satisfied. Upon satisfaction of the condition, the Authorized Officer is authorized to execute a Proposal with the Purchaser providing for the sale of the Notes to the Purchaser.

Section 18. Official Statement. The Common Council hereby directs the Authorized Officer to approve the Preliminary Official Statement with respect to the Notes and deem the Preliminary Official Statement as "final" as of its date for purposes of SEC Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities and Exchange Act of 1934 (the "Rule"). All actions taken by the Authorized Officer or other officers of the City in connection with the preparation of such Preliminary Official Statement and any addenda to it or final Official Statement are hereby ratified and approved. In connection with the Closing, the appropriate City official shall certify the Preliminary Official Statement and any addenda or final Official Statement. The City Clerk shall cause copies of the Preliminary Official Statement and any addenda or final Official Statement to be distributed to the Purchaser.

Section 19. Undertaking to Provide Continuing Disclosure. The City hereby covenants and agrees, for the benefit of the owners of the Notes, to enter into a written undertaking (the "Undertaking") if required by the Rule to provide continuing disclosure of certain financial information and operating data and timely notices of the occurrence of certain events in accordance with the Rule. The Undertaking shall be enforceable by the owners of the Notes or by the Purchaser on behalf of such owners (provided that the rights of the owners and the

Purchaser to enforce the Undertaking shall be limited to a right to obtain specific performance of the obligations thereunder and any failure by the City to comply with the provisions of the Undertaking shall not be an event of default with respect to the Notes).

To the extent required under the Rule, the Mayor and City Clerk, or other officer of the City charged with the responsibility for issuing the Notes, shall provide a Continuing Disclosure Certificate for inclusion in the transcript of proceedings, setting forth the details and terms of the City's Undertaking.

Section 20. Redemption of the Refunded Obligations. Subject to the sale of the Notes, the City hereby calls the Refunded Obligations for redemption on July 29, 2021 or such other date specified in the Approving Certificate. The City hereby directs the City Clerk to work with Ehlers to cause timely notice of redemption to be sent to the Board of Commissioners of Public Lands at least 30 days prior to the date of redemption of the Refunded Obligations.

The City hereby directs the City Clerk to take all actions necessary for the redemption of the Refunded Obligations on the redemption date. Any and all actions heretofore taken by the officers and agents of the City to effectuate such redemption are hereby ratified and approved.

Section 21. Record Book. The City Clerk shall provide and keep the transcript of proceedings as a separate record book (the "Record Book") and shall record a full and correct statement of every step or proceeding had or taken in the course of authorizing and issuing the Notes in the Record Book.

Section 22. Bond Insurance. If the Purchaser determines to obtain municipal bond insurance with respect to the Notes, the officers of the City are authorized to take all actions necessary to obtain such municipal bond insurance. The Mayor and City Clerk are authorized to agree to such additional provisions as the bond insurer may reasonably request and which are acceptable to the Mayor and City Clerk including provisions regarding restrictions on investment of Note proceeds, the payment procedure under the municipal bond insurance policy, the rights of the bond insurer in the event of default and payment of the Notes by the bond insurer and notices to be given to the bond insurer. In addition, any reference required by the bond insurer to the municipal bond insurance policy shall be made in the form of Note provided herein.

Section 23. Conflicting Resolutions; Severability; Effective Date. All prior resolutions, rules or other actions of the Common Council or any parts thereof in conflict with the provisions hereof shall be, and the same are, hereby rescinded insofar as the same may so conflict. In the event that any one or more provisions hereof shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions hereof. The foregoing shall take effect immediately upon adoption and approval in the manner provided by law.

Adopted, approved and recorded May 25, 2021.

Katie Rosenberg
Mayor

ATTEST:

Leslie M. Kremer
City Clerk

(SEAL)

EXHIBIT A
Approving Certificate

(See Attached)

CERTIFICATE APPROVING THE PRELIMINARY OFFICIAL STATEMENT
AND DETAILS OF
GENERAL OBLIGATION PROMISSORY NOTES, SERIES 2021A

The undersigned officer of the City of Wausau, Marathon County, Wisconsin (the "City"), hereby certify that:

1. Resolution. On May 25, 2021, the Common Council of the City adopted a resolution (the "Resolution") authorizing the issuance and establishing parameters for the sale of not to exceed \$5,655,000 General Obligation Promissory Notes, Series 2021A of the City (the "Notes") after a public sale and delegating to me the authority to approve the Preliminary Official Statement, to approve the purchase proposal for the Notes, and to determine the details for the Notes within the parameters established by the Resolution.
2. Preliminary Official Statement. The Preliminary Official Statement with respect to the Notes is hereby approved and deemed "final" as of its date for purposes of SEC Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities and Exchange Act of 1934.
3. Proposal; Terms of the Notes. On the date hereof, the Notes were offered for public sale and the bids set forth on the Bid Tabulation attached hereto as Schedule I and incorporated herein by this reference were received. The institution listed first on the Bid Tabulation, _____ (the "Purchaser") offered to purchase the Notes in accordance with the terms set forth in the Proposal attached hereto as Schedule II and incorporated herein by this reference (the "Proposal"). Ehlers & Associates, Inc. recommends the City accept the Proposal. The Proposal meets the parameters and conditions established by the Resolution and is hereby approved and accepted.

The Notes shall be issued in the aggregate principal amount of \$_____, which is not more than the \$5,655,000 approved by the Resolution, and shall mature on April 1 of each of the years and in the amounts and shall bear interest at the rates per annum as set forth in the Pricing Summary attached hereto as Schedule III and incorporated herein by this reference. The amount of each annual principal or mandatory redemption payment due on the Notes is not more than \$100,000 more or less per maturity or mandatory redemption amount than the schedule included in the Resolution as set forth below:

<u>Date</u>	<u>Resolution Schedule</u>	<u>Actual Amount</u>
04-01-2022	\$760,000	\$ _____
04-01-2023	850,000	_____
04-01-2024	855,000	_____
04-01-2025	855,000	_____
04-01-2026	375,000	_____
04-01-2027	375,000	_____
04-01-2028	385,000	_____
04-01-2029	400,000	_____

<u>Date</u>	<u>Resolution Schedule</u>	<u>Actual Amount</u>
04-01-2030	\$400,000	\$ _____
04-01-2031	400,000	_____

The true interest cost on the Notes (computed taking the Purchaser's compensation into account) is _____%, which is not in excess of 2.50%, as required by the Resolution.

4. Purchase Price of the Notes. The Notes shall be sold to the Purchaser in accordance with the terms of the Proposal at a price of \$_____, plus accrued interest, if any, to the date of delivery of the Notes which is not less than 99.00% nor more than 106.00% of the principal amount of the Notes as required by the Resolution.

5. Redemption Provisions of the Notes. The Notes maturing on April 1, _____ and thereafter are subject to redemption prior to maturity, at the option of the City, on April 1, _____ or on any date thereafter. Said Notes are redeemable as a whole or in part, and if in part, from maturities selected by the City and within each maturity by lot, at the principal amount thereof, plus accrued interest to the date of redemption. [The Proposal specifies that [some] of the Notes are subject to mandatory redemption. The terms of such mandatory redemption are set forth on an attachment hereto as Exhibit MRP and incorporated herein by this reference.]

6. Savings Test. The present value debt service savings achieved by the Refunding is \$_____ or _____% of the principal amount refunded, which is at least 10.00% of the principal amount refunded as required by the Resolution. [The Refunding Notes (as defined in the Resolution) are described in Schedule IV attached hereto and incorporated herein by this reference.]

7. Direct Annual Irrepealable Tax Levy. For the purpose of paying the principal of and interest on the Notes as the same respectively falls due, the full faith, credit and taxing powers of the City have been irrevocably pledged and there has been levied on all of the taxable property in the City, pursuant to the Resolution, a direct, annual irrepealable tax in an amount and at the times sufficient for said purpose. Such tax shall be for the years and in the amounts set forth on the debt service schedule attached hereto as Schedule V.

8. [Redemption of the Refunded Obligations. In the Resolution, the Common Council authorized the redemption of the Refunded Obligations and granted me the authority to determine the redemption date. The Refunded Obligations shall be redeemed on July 29, 2021.]

9. Approval. This Certificate constitutes my approval of the Proposal, and the principal amount, definitive maturities, interest rates, purchase price and redemption provisions for the Notes and the direct annual irrevocable tax levy to repay the Notes, in satisfaction of the parameters set forth in the Resolution.

IN WITNESS WHEREOF, I have executed this Certificate on
_____, 2021 pursuant to the authority delegated to me in the Resolution.

Maryanne A. Groat
Finance Director/Treasurer

OR

Leslie M. Kremer
City Clerk

SCHEDULE I TO APPROVING CERTIFICATE

Bid Tabulation

To be provided by Ehlers & Associates, Inc. and incorporated into the Certificate.

(See Attached)

COPY

SCHEDULE II TO APPROVING CERTIFICATE

Proposal

To be provided by Ehlers & Associates, Inc. and incorporated into the Certificate.

(See Attached)

COPY

SCHEDULE III TO APPROVING CERTIFICATE

Pricing Summary

To be provided by Ehlers & Associates, Inc. and incorporated into the Certificate.

(See Attached)

COPY

SCHEDULE IV TO APPROVING CERTIFICATE

Refunding Notes

For purposes of calculating the Savings Test, the Notes maturing in the amounts and on the dates set forth below shall be considered the Refunding Notes.

<u>Date</u>	<u>Amount</u>
04/01/22	\$470,000
04/01/23	470,000
04/01/24	475,000
04/01/25	<u>480,000</u>
Total	\$1,895,000

SCHEDULE V TO APPROVING CERTIFICATE

Debt Service Schedule and Irrepealable Tax Levies

To be provided by Ehlers & Associates, Inc. and incorporated into the Certificate.

(See Attached)

COPY

[EXHIBIT MRP

Mandatory Redemption Provision

The Notes due on April 1, ____, ____, and ____ (the "Term Bonds") are subject to mandatory redemption prior to maturity by lot (as selected by the Depository) at a redemption price equal to One Hundred Percent (100%) of the principal amount to be redeemed plus accrued interest to the date of redemption, from debt service fund deposits which are required to be made in amounts sufficient to redeem on April 1 of each year the respective amount of Term Bonds specified below:

For the Term Bonds Maturing on April 1, 20

<u>Redemption Date</u>	<u>Amount</u>
_____	\$ _____
_____	_____
_____	_____ (maturity)

For the Term Bonds Maturing on April 1, 20

<u>Redemption Date</u>	<u>Amount</u>
_____	\$ _____
_____	_____
_____	_____ (maturity)

For the Term Bonds Maturing on April 1, 20

<u>Redemption Date</u>	<u>Amount</u>
_____	\$ _____
_____	_____
_____	_____ (maturity)

For the Term Bonds Maturing on April 1, 20

<u>Redemption Date</u>	<u>Amount</u>
_____	\$ _____
_____	_____
_____	_____ (maturity)]

EXHIBIT B
REFUNDING NOTES

For purposes of calculating the Savings Test, the Notes maturing in the amounts and on the dates set forth below shall be considered the Refunding Notes.

<u>Date</u>	<u>Amount</u>
04/01/22	\$470,000
04/01/23	470,000
04/01/24	475,000
04/01/25	<u>480,000</u>
Total	\$1,895,000

EXHIBIT C

(Form of Note)

REGISTERED UNITED STATES OF AMERICA
STATE OF WISCONSIN DOLLARS
MARATHON COUNTY
NO. R-____ CITY OF WAUSAU \$_____
GENERAL OBLIGATION PROMISSORY NOTE, SERIES 2021A

MATURITY DATE: ORIGINAL DATE OF ISSUE: INTEREST RATE: CUSIP:
April 1, _____, 2021 _____ % _____

DEPOSITORY OR ITS NOMINEE NAME: CEDE & CO.

PRINCIPAL AMOUNT: _____ THOUSAND DOLLARS
(\$ _____)

FOR VALUE RECEIVED, the City of Wausau, Marathon County, Wisconsin (the "City"), hereby acknowledges itself to owe and promises to pay to the Depository or its Nominee Name (the "Depository") identified above (or to registered assigns), on the maturity date identified above, the principal amount identified above, and to pay interest thereon at the rate of interest per annum identified above, all subject to the provisions set forth herein regarding redemption prior to maturity. Interest shall be payable semi-annually on April 1 and October 1 of each year commencing on April 1, 2022 until the aforesaid principal amount is paid in full. Both the principal of and interest on this Note are payable to the registered owner in lawful money of the United States. Interest payable on any interest payment date shall be paid by wire transfer to the Depository in whose name this Note is registered on the Bond Register maintained by Bond Trust Services Corporation, Roseville, Minnesota (the "Fiscal Agent") or any successor thereto at the close of business on the 15th day of the calendar month next preceding each interest payment date (the "Record Date"). This Note is payable as to principal upon presentation and surrender hereof at the office of the Fiscal Agent.

For the prompt payment of this Note together with interest hereon as aforesaid and for the levy of taxes sufficient for that purpose, the full faith, credit and resources of the City are hereby irrevocably pledged.

This Note is one of an issue of Notes aggregating the principal amount of \$_____, all of which are of like tenor, except as to denomination, interest rate, maturity date and redemption provision, issued by the City pursuant to the provisions of Section 67.12(12), Wisconsin Statutes, for the public purpose of paying the cost of street, sidewalk and storm water projects; acquiring fire truck(s); and refunding certain obligations of the City, as authorized by a resolution adopted on May 25, 2021 as supplemented by a Certificate Approving the Preliminary Official Statement and Details of General Obligation Promissory Notes, Series 2021A (the

"Approving Certificate") (collectively, the "Resolution"). Said Resolution is recorded in the official minutes of the Common Council for said date.

The Notes maturing on April 1, _____ and thereafter are subject to redemption prior to maturity, at the option of the City, on April 1, _____ or on any date thereafter. Said Notes are redeemable as a whole or in part, and if in part, from maturities selected by the City, and within each maturity by lot (as selected by the Depository), at the principal amount thereof, plus accrued interest to the date of redemption.

【The Notes maturing in the years _____ are subject to mandatory redemption by lot as provided in the Approving Certificate, at the redemption price of par plus accrued interest to the date of redemption and without premium.】

In the event the Notes are redeemed prior to maturity, as long as the Notes are in book-entry-only form, official notice of the redemption will be given by mailing a notice by registered or certified mail, overnight express delivery, facsimile transmission, electronic transmission or in any other manner required by the Depository, to the Depository not less than thirty (30) days nor more than sixty (60) days prior to the redemption date. If less than all of the Notes of a maturity are to be called for redemption, the Notes of such maturity to be redeemed will be selected by lot. Such notice will include but not be limited to the following: the designation and date of the Notes called for redemption, CUSIP number, and the date of redemption. Any notice provided as described herein shall be conclusively presumed to have been duly given, whether or not the registered owner receives the notice. The Notes shall cease to bear interest on the specified redemption date provided that federal or other immediately available funds sufficient for such redemption are on deposit at the office of the Depository at that time. Upon such deposit of funds for redemption the Notes shall no longer be deemed to be outstanding.

It is hereby certified and recited that all conditions, things and acts required by law to exist or to be done prior to and in connection with the issuance of this Note have been done, have existed and have been performed in due form and time; that the aggregate indebtedness of the City, including this Note and others issued simultaneously herewith, does not exceed any limitation imposed by law or the Constitution of the State of Wisconsin; and that a direct annual irrepealable tax has been levied sufficient to pay this Note, together with the interest thereon, when and as payable.

This Note has been designated by the Common Council as a "qualified tax-exempt obligation" pursuant to the provisions of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

This Note is transferable only upon the books of the City kept for that purpose at the office of the Fiscal Agent, only in the event that the Depository does not continue to act as depository for the Notes, and the City appoints another depository, upon surrender of the Note to the Fiscal Agent, by the registered owner in person or his duly authorized attorney, together with a written instrument of transfer (which may be endorsed hereon) satisfactory to the Fiscal Agent duly executed by the registered owner or his duly authorized attorney. Thereupon a new fully

registered Note in the same aggregate principal amount shall be issued to the new depository in exchange therefor and upon the payment of a charge sufficient to reimburse the City for any tax, fee or other governmental charge required to be paid with respect to such registration. The Fiscal Agent shall not be obliged to make any transfer of the Notes (i) after the Record Date, (ii) during the fifteen (15) calendar days preceding the date of any publication of notice of any proposed redemption of the Notes, or (iii) with respect to any particular Note, after such Note has been called for redemption. The Fiscal Agent and City may treat and consider the Depository in whose name this Note is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes whatsoever. The Notes are issuable solely as negotiable, fully-registered Notes without coupons in the denomination of \$5,000 or any integral multiple thereof.

This Note shall not be valid or obligatory for any purpose until the Certificate of Authentication hereon shall have been signed by the Fiscal Agent.

No delay or omission on the part of the owner hereof to exercise any right hereunder shall impair such right or be considered as a waiver thereof or as a waiver of or acquiescence in any default hereunder.

IN WITNESS WHEREOF, the City of Wausau, Marathon County, Wisconsin, by its governing body, has caused this Note to be executed for it and in its name by the manual or facsimile signatures of its duly qualified Mayor and City Clerk; and to be sealed with its official or corporate seal, if any, all as of the original date of issue specified above.

CITY OF WAUSAU
MARATHON COUNTY, WISCONSIN

By: _____
Katie Rosenberg
Mayor

(SEAL)

By: _____
Leslie M. Kremer
City Clerk

Date of Authentication: _____, _____

CERTIFICATE OF AUTHENTICATION

This Note is one of the Notes of the issue authorized by the within-mentioned Resolution of the City of Wausau, Marathon County, Wisconsin.

BOND TRUST SERVICES
CORPORATION,
ROSEVILLE, MINNESOTA

By _____
Authorized Signatory

COPY

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

(Name and Address of Assignee)

(Social Security or other Identifying Number of Assignee)

the within Note and all rights thereunder and hereby irrevocably constitutes and appoints _____, Legal Representative, to transfer said Note on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

(e.g. Bank, Trust Company
or Securities Firm)

(Depository or Nominee Name)

NOTICE: This signature must correspond with the name of the Depository or Nominee Name as it appears upon the face of the within Note in every particular, without alteration or enlargement or any change whatever.

(Authorized Officer)

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

INITIAL RESOLUTION OF THE FINANCE COMMITTEE		
Authorizing \$1,630,000 General Obligation Bonds for Community Development Projects in Tax Incremental District No. 12		
Committee Action: Approved 4-1		
Fiscal Impact:		
File Number:	21-0520	Date Introduced: May 25, 2021

BE IT RESOLVED by the Common Council of the City of Wausau, Marathon County, Wisconsin, that there shall be issued, pursuant to Chapter 67, Wisconsin Statutes, general obligation bonds in an amount not to exceed \$1,630,000 for the public purpose of providing financial assistance to community development projects under Section 66.1105, Wisconsin Statutes, by paying project costs included in the project plan for the City's Tax Incremental District No. 12.

Adopted, approved and recorded May 25, 2021.

Katie Rosenberg
Mayor

ATTEST:

Leslie M. Kremer
City Clerk

(SEAL)

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

RESOLUTION OF THE FINANCE COMMITTEE

Authorizing the Issuance and Establishing Parameters for the Sale of not to Exceed \$9,795,000 Taxable General Obligation Corporate Purpose Bonds, Series 2021B

Committee Action: Approved 4-1

Fiscal Impact:

File Number: 21-0521

Date Introduced: May 25, 2021

WHEREAS, on this same date the Common Council of the City of Wausau, Marathon County, Wisconsin (the "City") has adopted an initial resolution (the "Initial Resolution") authorizing the issuance of general obligation bonds in an amount not to exceed \$1,630,000 for community development projects in Tax Incremental District No. 12;

WHEREAS, hereinafter in this Resolution "Project" shall refer to the project included in the Initial Resolution;

WHEREAS, the Common Council hereby finds and determines that the Project is within the City's power to undertake and therefore serves a "public purpose" as that term is defined in Section 67.04(1)(b), Wisconsin Statutes;

WHEREAS, the City Clerk shall, within 15 days, publish a notice to the electors regarding adoption of the Initial Resolution in substantially the form attached hereto as Exhibit A in the official City newspaper as a class 1 notice under ch. 985, Wis. Stats;

WHEREAS, the Common Council deems it to be necessary, desirable and in the best interest of the City to refund the Taxable Note Anticipation Notes, Series 2018C, dated December 4, 2018 (the "Refunded Obligations") for the purpose of providing permanent financing for the projects financed by the Refunded Obligations (hereinafter the refinancing of the Refunded Obligations shall be referred to as the "Refunding");

WHEREAS, the Common Council of the City deems it necessary and in the best interest of the City that the bond issue that it authorized by adopting the Initial Resolution and the bonds authorized by this Resolution for the Refunding be combined and be issued and sold as a single issue of bonds designated as "General Obligation Corporate Purpose Bonds, Series 2021B" (the "Bonds") for the purpose of paying the cost of the Project and the Refunding;

WHEREAS, due to certain provisions contained in the Internal Revenue Code of 1986, as amended, it is necessary to issue the Bonds on a taxable rather than tax-exempt basis;

WHEREAS, it is the finding of the Common Council that it is in the best interest of the City to direct its financial advisor, Ehlers & Associates, Inc. ("Ehlers"), to take the steps necessary for the City to offer and sell the Bonds at public sale and to obtain bids for the purchase of the Bonds; and

WHEREAS, in order to facilitate the sale of the Bonds in a timely manner, the Common Council hereby finds and determines that it is necessary, desirable and in the best interest of the City to delegate to the Finance Director/Treasurer or City Clerk (each an "Authorized Officer") of the City the authority to accept on behalf of the City the bid for the Bonds that results in the lowest true interest cost for the Bonds (the "Proposal") and meets the terms and conditions provided for in this Resolution by executing a certificate in substantially the form attached hereto as Exhibit B and incorporated herein by reference (the "Approving Certificate").

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

Section 1A. Authorization of Bonds for the Refunding. For the purpose of paying the cost of the Refunding, there shall be borrowed, pursuant to Section 67.04, Wisconsin Statutes, through the issuance of the Bonds, the principal sum of not to exceed EIGHT MILLION ONE HUNDRED SIXTY-FIVE THOUSAND DOLLARS (\$8,165,000).

Section 1B. Sale of the Bonds; Parameters. For the purpose of paying costs of the Project and the Refunding, the City is authorized to borrow pursuant to Section 67.04 Wisconsin Statutes, the principal sum of not to exceed NINE MILLION SEVEN HUNDRED NINETY-FIVE THOUSAND DOLLARS (\$9,795,000) upon the terms and subject to the conditions set forth in this Resolution. Subject to satisfaction of the conditions set forth in Section 14 of this Resolution, the Mayor and City Clerk are hereby authorized, empowered and directed to make, execute, issue and sell to the financial institution that submitted the Proposal (the "Purchaser") for, on behalf of and in the name of the City, Bonds aggregating the principal amount of not to exceed NINE MILLION SEVEN HUNDRED NINETY-FIVE THOUSAND DOLLARS (\$9,795,000). The amount of Bonds to be issued for the Project and the Refunding shall be determined by the Authorized Officer and set forth in the Approving Certificate. The purchase price to be paid to the City for the Bonds shall not be less than 98.75% nor more than 106.00% of the principal amount of the Bonds.

Section 2. Terms of the Bonds. The Bonds shall be designated "Taxable General Obligation Corporate Purpose Bonds, Series 2021B"; shall be issued in the aggregate principal amount of up to \$9,795,000; shall be dated as of their date of issuance; shall be in the denomination of \$5,000 or any integral multiple thereof; shall be numbered R-1 and upward; and shall mature or be subject to mandatory redemption on the dates and in the principal amounts set forth below, provided that the principal amount of each maturity or mandatory redemption amount may be increased or decreased by up to \$100,000 per maturity or mandatory redemption amount and that the aggregate principal amount of the Bonds shall not exceed \$9,795,000. The schedule below assumes the Bonds are issued in the aggregate principal amount of \$9,795,000.

Date
04-01-2022

Principal Amount
\$ 480,000

<u>Date</u>	<u>Principal Amount</u>
04-01-2023	1,045,000
04-01-2024	1,060,000
04-01-2025	1,065,000
04-01-2026	1,060,000
04-01-2027	675,000
04-01-2028	685,000
04-01-2029	700,000
04-01-2030	705,000
04-01-2031	720,000
04-01-2032	305,000
04-01-2033	\$310,000
04-01-2034	320,000
04-01-2035	330,000
04-01-2036	335,000

Interest shall be payable semi-annually on April 1 and October 1 of each year commencing on April 1, 2022. The true interest cost on the Bonds (computed taking the Purchaser's compensation into account) will not exceed 3.50%. Interest shall be computed upon the basis of a 360-day year of twelve 30-day months and will be rounded pursuant to the rules of the Municipal Securities Rulemaking Board.

Section 3. Redemption Provisions. The Bonds shall not be subject to optional redemption or shall be callable as set forth on the Approving Certificate. If the Proposal specifies that certain of the Bonds are subject to mandatory redemption, the terms of such mandatory redemption shall be set forth on an attachment to the Approving Certificate labeled as Exhibit MRP. Upon the optional redemption of any of the Bonds subject to mandatory redemption, the principal amount of such Bonds so redeemed shall be credited against the mandatory redemption payments established in the Approving Certificate in such manner as the City shall direct.

Section 4. Form of the Bonds. The Bonds shall be issued in registered form and shall be executed and delivered in substantially the form attached hereto as Exhibit C and incorporated herein by this reference.

Section 5. Tax Provisions.

(A) Direct Annual Irrepealable Tax Levy. For the purpose of paying the principal of and interest on the Bonds as the same becomes due, the full faith, credit and resources of the City are hereby irrevocably pledged, and there is hereby levied upon all of the taxable property of the City a direct annual irrepealable tax in the years 2021 through 2035 for the payments due in the years 2022 through 2036 in the amounts as are sufficient to meet the principal and interest payments when due.

(B) Tax Collection. So long as any part of the principal of or interest on the Bonds remains unpaid, the City shall be and continue without power to repeal such levy or obstruct the collection of said tax until all such payments have been made or provided for. After

the issuance of the Bonds, said tax shall be, from year to year, carried onto the tax roll of the City and collected in addition to all other taxes and in the same manner and at the same time as other taxes of the City for said years are collected, except that the amount of tax carried onto the tax roll may be reduced in any year by the amount of any surplus money in the Debt Service Fund Account created below.

(C) Additional Funds. If at any time there shall be on hand insufficient funds from the aforesaid tax levy to meet principal and/or interest payments on said Bonds when due, the requisite amounts shall be paid from other funds of the City then available, which sums shall be replaced upon the collection of the taxes herein levied.

Section 6. Segregated Debt Service Fund Account.

(A) Creation and Deposits. There be and there hereby is established in the treasury of the City, if one has not already been created, a debt service fund, separate and distinct from every other fund, which shall be maintained in accordance with generally accepted accounting principles. Debt service or sinking funds established for obligations previously issued by the City may be considered as separate and distinct accounts within the debt service fund.

Within the debt service fund, there hereby is established a separate and distinct account designated as the "Debt Service Fund Account for Taxable General Obligation Corporate Purpose Bonds, Series 2021B" (the "Debt Service Fund Account") and such account shall be maintained until the indebtedness evidenced by the Bonds is fully paid or otherwise extinguished. There shall be deposited into the Debt Service Fund Account (i) all accrued interest received by the City at the time of delivery of and payment for the Bonds; (ii) any premium not used for the Refunding which may be received by the City above the par value of the Bonds and accrued interest thereon; (iii) all money raised by the taxes herein levied and any amounts appropriated for the specific purpose of meeting principal of and interest on the Bonds when due; (iv) such other sums as may be necessary at any time to pay principal of and interest on the Bonds when due; (v) surplus monies in the Borrowed Money Fund as specified below; and (vi) such further deposits as may be required by Section 67.11, Wisconsin Statutes.

(B) Use and Investment. No money shall be withdrawn from the Debt Service Fund Account and appropriated for any purpose other than the payment of principal of and interest on the Bonds until all such principal and interest has been paid in full and the Bonds canceled; provided (i) the funds to provide for each payment of principal of and interest on the Bonds prior to the scheduled receipt of taxes from the next succeeding tax collection may be invested in direct obligations of the United States of America maturing in time to make such payments when they are due or in other investments permitted by law; and (ii) any funds over and above the amount of such principal and interest payments on the Bonds may be used to reduce the next succeeding tax levy, or may, at the option of the City, be invested by purchasing the Bonds as permitted by and subject to Section 67.11(2)(a), Wisconsin Statutes, or in permitted municipal investments under the pertinent provisions of the Wisconsin Statutes ("Permitted Investments"), which investments shall continue to be a part of the Debt Service Fund Account.

(C) Remaining Monies. When all of the Bonds have been paid in full and canceled, and all Permitted Investments disposed of, any money remaining in the Debt Service Fund Account shall be transferred and deposited in the general fund of the City, unless the Common Council directs otherwise.

Section 7. Proceeds of the Bonds; Segregated Borrowed Money Fund. The proceeds of the Bonds (the "Bond Proceeds") (other than any premium not used for the Refunding and accrued interest which must be paid at the time of the delivery of the Bonds into the Debt Service Fund Account created above) shall be deposited into a special fund (the "Borrowed Money Fund") separate and distinct from all other funds of the City and disbursed solely for the purpose or purposes for which borrowed. Monies in the Borrowed Money Fund may be temporarily invested in Permitted Investments. Any monies, including any income from Permitted Investments, remaining in the Borrowed Money Fund after the purpose or purposes for which the Bonds have been issued have been accomplished, and, at any time, any monies as are not needed and which obviously thereafter cannot be needed for such purpose(s) shall be deposited in the Debt Service Fund Account.

Section 8. Execution of the Bonds; Closing; Professional Services. The Bonds shall be issued in printed form, executed on behalf of the City by the manual or facsimile signatures of the Mayor and City Clerk, authenticated, if required, by the Fiscal Agent (defined below), sealed with its official or corporate seal, if any, or a facsimile thereof, and delivered to the Purchaser upon payment to the City of the purchase price thereof, plus accrued interest to the date of delivery (the "Closing"). The facsimile signature of either of the officers executing the Bonds may be imprinted on the Bonds in lieu of the manual signature of the officer but, unless the City has contracted with a fiscal agent to authenticate the Bonds, at least one of the signatures appearing on each Bond shall be a manual signature. In the event that either of the officers whose signatures appear on the Bonds shall cease to be such officers before the Closing, such signatures shall, nevertheless, be valid and sufficient for all purposes to the same extent as if they had remained in office until the Closing. The aforesaid officers are hereby authorized and directed to do all acts and execute and deliver the Bonds and all such documents, certificates and acknowledgements as may be necessary and convenient to effectuate the Closing. The City hereby authorizes the officers and agents of the City to enter into, on its behalf, agreements and contracts in conjunction with the Bonds, including but not limited to agreements and contracts for legal, trust, fiscal agency, disclosure and continuing disclosure, and rebate calculation services. Any such contract heretofore entered into in conjunction with the issuance of the Bonds is hereby ratified and approved in all respects.

Section 9. Payment of the Bonds; Fiscal Agent. The principal of and interest on the Bonds shall be paid by Bond Trust Services Corporation, Roseville, Minnesota, which is hereby appointed as the City's registrar and fiscal agent pursuant to the provisions of Section 67.10(2), Wisconsin Statutes (the "Fiscal Agent"). The City hereby authorizes the Mayor and City Clerk or other appropriate officers of the City to enter a Fiscal Agency Agreement between the City and the Fiscal Agent. Such contract may provide, among other things, for the performance by the Fiscal Agent of the functions listed in Wis. Stats. Sec. 67.10(2)(a) to (j), where applicable, with respect to the Bonds.

Section 10. Persons Treated as Owners; Transfer of Bonds. The City shall cause books for the registration and for the transfer of the Bonds to be kept by the Fiscal Agent. The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and payment of either principal or interest on any Bond shall be made only to the registered owner thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

Any Bond may be transferred by the registered owner thereof by surrender of the Bond at the office of the Fiscal Agent, duly endorsed for the transfer or accompanied by an assignment duly executed by the registered owner or his attorney duly authorized in writing. Upon such transfer, the Mayor and City Clerk shall execute and deliver in the name of the transferee or transferees a new Bond or Bonds of a like aggregate principal amount, series and maturity and the Fiscal Agent shall record the name of each transferee in the registration book. No registration shall be made to bearer. The Fiscal Agent shall cancel any Bond surrendered for transfer.

The City shall cooperate in any such transfer, and the Mayor and City Clerk are authorized to execute any new Bond or Bonds necessary to effect any such transfer.

Section 11. Record Date. The 15th day of the calendar month next preceding each interest payment date shall be the record date for the Bonds (the "Record Date"). Payment of interest on the Bonds on any interest payment date shall be made to the registered owners of the Bonds as they appear on the registration book of the City at the close of business on the Record Date.

Section 12. Utilization of The Depository Trust Company Book-Entry-Only System. In order to make the Bonds eligible for the services provided by The Depository Trust Company, New York, New York ("DTC"), the City agrees to the applicable provisions set forth in the Blanket Issuer Letter of Representations, which the City Clerk or other authorized representative of the City is authorized and directed to execute and deliver to DTC on behalf of the City to the extent an effective Blanket Issuer Letter of Representations is not presently on file in the City Clerk's office.

Section 13. Payment of Issuance Expenses. The City authorizes the Purchaser to forward the amount of the proceeds of the Bonds allocable to the payment of issuance expenses to Old National Bank at Closing for further distribution as directed by the City's financial advisor, Ehlers & Associates, Inc.

Section 14. Conditions on Issuance and Sale of the Bonds. The issuance of the Bonds and the sale of the Bonds to the Purchaser are subject to satisfaction of the following conditions:

(a) expiration of the petition period provided for under Section 67.05(7)(b), Wis. Stats., without the filing of a sufficient petition for a referendum with respect to the issuance of the Bonds to finance the Project;

(b) approval by the Authorized Officer of the principal amount, definitive maturities, redemption provisions, interest rates and purchase price for the Bonds, which approval shall be evidenced by execution by the Authorized Officer of the Approving Certificate; and

The Bonds shall not be issued, sold or delivered until these conditions are satisfied. Upon satisfaction of these conditions, the Authorized Officer is authorized to execute a Proposal with the Purchaser providing for the sale of the Bonds to the Purchaser.

Section 15. Official Statement. The Common Council hereby directs the Authorized Officer to approve the Preliminary Official Statement with respect to the Bonds and deem the Preliminary Official Statement as "final" as of its date for purposes of SEC Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities and Exchange Act of 1934 (the "Rule"). All actions taken by the Authorized Officer or other officers of the City in connection with the preparation of such Preliminary Official Statement and any addenda to it or final Official Statement are hereby ratified and approved. In connection with the Closing, the appropriate City official shall certify the Preliminary Official Statement and any addenda or final Official Statement. The City Clerk shall cause copies of the Preliminary Official Statement and any addenda or final Official Statement to be distributed to the Purchaser.

Section 16. Undertaking to Provide Continuing Disclosure. The City hereby covenants and agrees, for the benefit of the owners of the Bonds, to enter into a written undertaking (the "Undertaking") if required by the Rule to provide continuing disclosure of certain financial information and operating data and timely notices of the occurrence of certain events in accordance with the Rule. The Undertaking shall be enforceable by the owners of the Bonds or by the Purchaser on behalf of such owners (provided that the rights of the owners and the Purchaser to enforce the Undertaking shall be limited to a right to obtain specific performance of the obligations thereunder and any failure by the City to comply with the provisions of the Undertaking shall not be an event of default with respect to the Bonds).

To the extent required under the Rule, the Mayor and City Clerk, or other officer of the City charged with the responsibility for issuing the Bonds, shall provide a Continuing Disclosure Certificate for inclusion in the transcript of proceedings, setting forth the details and terms of the City's Undertaking.

Section 17. Redemption of the Refunded Obligations. The Refunded Obligations are hereby called for prior payment and redemption on July 29, 2021 (or on such other date approved by the Authorized Officer in the Approving Certificate) at a price of par plus accrued interest to the date of redemption, subject to final approval by the Authorized Officer as evidenced by the execution of the Approving Certificate.

The City hereby directs the City Clerk to work with Ehlers to cause timely notice of redemption, in substantially the form attached hereto as Exhibit D and incorporated herein by this reference (the "Notice"), to be provided at the times, to the parties and in the manner set forth on the Notice. Any and all actions heretofore taken by the officers and agents of the City to effectuate the redemption of the Refunded Obligations are hereby ratified and approved.

Section 18. Record Book. The City Clerk shall provide and keep the transcript of proceedings as a separate record book (the "Record Book") and shall record a full and correct statement of every step or proceeding had or taken in the course of authorizing and issuing the Bonds in the Record Book.

Section 19. Bond Insurance. If the Purchaser determines to obtain municipal bond insurance with respect to the Bonds, the officers of the City are authorized to take all actions necessary to obtain such municipal bond insurance. The Mayor and City Clerk are authorized to agree to such additional provisions as the bond insurer may reasonably request and which are acceptable to the Mayor and City Clerk including provisions regarding restrictions on investment of Bond proceeds, the payment procedure under the municipal bond insurance policy, the rights of the bond insurer in the event of default and payment of the Bonds by the bond insurer and notices to be given to the bond insurer. In addition, any reference required by the bond insurer to the municipal bond insurance policy shall be made in the form of Bond provided herein.

Section 20. Conflicting Resolutions; Severability; Effective Date. All prior resolutions, rules or other actions of the Common Council or any parts thereof in conflict with the provisions hereof shall be, and the same are, hereby rescinded insofar as the same may so conflict. In the event that any one or more provisions hereof shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions hereof. The foregoing shall take effect immediately upon adoption and approval in the manner provided by law.

Adopted, approved and recorded May 25, 2021.

Katie Rosenberg
Mayor

ATTEST:

Leslie M. Kremer
City Clerk

(SEAL)

EXHIBIT A

Notice to Electors

(See Attached)

CITY OF WAUSAU

NOTICE TO ELECTORS RELATING TO BOND ISSUES

NOTICE IS HEREBY GIVEN, that on May 25, 2021, at a meeting of the Common Council of the City of Wausau, the following resolution was adopted and recorded pursuant to Section 67.05(1), Wisconsin Statutes:

INITIAL RESOLUTION AUTHORIZING
\$1,630,000 GENERAL OBLIGATION BONDS
FOR COMMUNITY DEVELOPMENT
PROJECTS IN TAX INCREMENTAL DISTRICT
NO. 12

BE IT RESOLVED by the Common Council of the City of Wausau, Marathon County, Wisconsin, that there shall be issued, pursuant to Chapter 67, Wisconsin Statutes, general obligation bonds in an amount not to exceed \$1,630,000 for the public purpose of paying the cost of providing financial assistance to community development projects under Section 66.1105, Wisconsin Statutes, by paying project costs included in the project plan for the City's Tax Incremental District No. 12.

The Wisconsin Statutes (s. 67.05(7)(b)) provide that an initial resolution need not be submitted to the electors unless within 30 days after adoption of the initial resolution a petition is filed in the City Clerk's office requesting a referendum. This petition must be signed by electors numbering at least 10% of the votes cast for governor in the City at the last general election.

City of Wausau

Leslie M. Kremer
City Clerk

EXHIBIT B

Approving Certificate

(See Attached)

CERTIFICATE APPROVING THE PRELIMINARY OFFICIAL STATEMENT
AND DETAILS OF
TAXABLE GENERAL OBLIGATION CORPORATE PURPOSE BONDS, SERIES 2021B

The undersigned officer of the City of Wausau, Marathon County, Wisconsin (the "City"), hereby certify that:

1. Resolution. On May 25, 2021, the Common Council of the City adopted a resolution (the "Resolution") authorizing the issuance and establishing parameters for the sale of not to exceed \$9,795,000 Taxable General Obligation Corporate Purpose Bonds, Series 2021B of the City (the "Bonds") after a public sale and delegating to me the authority to approve the Preliminary Official Statement, to approve the purchase proposal for the Bonds, and to determine the details for the Bonds within the parameters established by the Resolution.

2. Preliminary Official Statement. The Preliminary Official Statement with respect to the Bonds is hereby approved and deemed "final" as of its date for purposes of SEC Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities and Exchange Act of 1934.

3. Proposal; Terms of the Bonds. On the date hereof, the Bonds were offered for public sale and the bids set forth on the Bid Tabulation attached hereto as Schedule I and incorporated herein by this reference were received. The institution listed first on the Bid Tabulation, _____ (the "Purchaser") offered to purchase the Bonds in accordance with the terms set forth in the Proposal attached hereto as Schedule II and incorporated herein by this reference (the "Proposal"). Ehlers & Associates, Inc. recommends the City accept the Proposal. The Proposal meets the parameters and conditions established by the Resolution and is hereby approved and accepted.

The Bonds shall be issued in the aggregate principal amount of \$_____, which is not more than the \$9,795,000 approved by the Resolution, and shall mature on April 1 of each of the years and in the amounts and shall bear interest at the rates per annum as set forth in the Pricing Summary attached hereto as Schedule III and incorporated herein by this reference. The amount of each annual principal or mandatory redemption payment due on the Bonds is not more than \$100,000 more or less per maturity or mandatory redemption amount than the schedule included in the Resolution as set forth below:

<u>Date</u>	<u>Resolution Schedule</u>	<u>Actual Amount</u>
04-01-2022	\$480,000	\$ _____
04-01-2023	1,045,000	_____
04-01-2024	1,060,000	_____
04-01-2025	1,065,000	_____
04-01-2026	1,060,000	_____
04-01-2027	675,000	_____
04-01-2028	685,000	_____
04-01-2029	700,000	_____

<u>Date</u>	<u>Resolution Schedule</u>	<u>Actual Amount</u>
04-01-2030	\$705,000	\$ _____
04-01-2031	720,000	_____
04-01-2032	305,000	_____
04-01-2033	310,000	_____
04-01-2034	320,000	_____
04-01-2035	330,000	_____
04-01-2036	335,000	_____

The true interest cost on the Bonds (computed taking the Purchaser's compensation into account) is _____%, which is not in excess of 3.50%, as required by the Resolution.

4. Purchase Price of the Bonds. The Bonds shall be sold to the Purchaser in accordance with the terms of the Proposal at a price of \$ _____, plus accrued interest, if any, to the date of delivery of the Bonds which is not less than 98.75% nor more than 106.00% of the principal amount of the Bonds as required by the Resolution.

5. Redemption Provisions of the Bonds. The Bonds maturing on April 1, _____ and thereafter are subject to redemption prior to maturity, at the option of the City, on April 1, _____ or on any date thereafter. Said Bonds are redeemable as a whole or in part, and if in part, from maturities selected by the City and within each maturity by lot, at the principal amount thereof, plus accrued interest to the date of redemption. [The Proposal specifies that [some] of the Bonds are subject to mandatory redemption. The terms of such mandatory redemption are set forth on an attachment hereto as Exhibit MRP and incorporated herein by this reference.]

6. Expiration of Petition Period. The petition period provided for under Section 67.05(7)(b), Wisconsin Statutes, has expired without the filing of a sufficient petition for a referendum with respect to the Initial Resolution (as defined in the Resolution).

7. Direct Annual Irrepealable Tax Levy. For the purpose of paying the principal of and interest on the Bonds as the same respectively falls due, the full faith, credit and taxing powers of the City have been irrevocably pledged and there has been levied on all of the taxable property in the City, pursuant to the Resolution, a direct, annual irrepealable tax in an amount and at the times sufficient for said purpose. Such tax shall be for the years and in the amounts set forth on the debt service schedule attached hereto as Schedule IV.

8. Redemption of the Refunded Obligations. In the Resolution, the Common Council authorized the redemption of the Refunded Obligations and granted me the authority to determine the redemption date. The Refunded Obligations shall be redeemed on July 29, 2021.

9. Purpose of the Bonds. The Bonds are issued for the following public purposes in the following amounts: \$ _____ for providing financial assistance to community development projects under Section 66.1105, Wisconsin Statutes, by paying project costs included in the project plan for the City's Tax Incremental District No. 12; and \$ _____ for refunding obligations of the City, including interest on them.

10. Approval. This Certificate constitutes my approval of the Proposal, and the principal amount, definitive maturities, interest rates, purchase price and redemption provisions for the Bonds.

IN WITNESS WHEREOF, I have executed this Certificate on _____, 2021 pursuant to the authority delegated to me in the Resolution.

Maryanne A. Groat
Finance Director/Treasurer

OR

Leslie M. Kremer
City Clerk

SCHEDULE I TO APPROVING CERTIFICATE

Bid Tabulation

To be provided by Ehlers & Associates, Inc. and incorporated into the Certificate.

(See Attached)

COPY

SCHEDULE II TO APPROVING CERTIFICATE

Proposal

To be provided by Ehlers & Associates, Inc. and incorporated into the Certificate.

(See Attached)

COPY

SCHEDULE III TO APPROVING CERTIFICATE

Pricing Summary

To be provided by Ehlers & Associates, Inc. and incorporated into the Certificate.

(See Attached)

COPY

SCHEDULE IV TO APPROVING CERTIFICATE

Debt Service Schedule and Irrepealable Tax Levies

To be provided by Ehlers & Associates, Inc. and incorporated into the Certificate.

(See Attached)

COPY

[EXHIBIT MRP

Mandatory Redemption Provision

The Bonds due on April 1, ____, ____, and ____ (the "Term Bonds") are subject to mandatory redemption prior to maturity by lot (as selected by the Depository) at a redemption price equal to One Hundred Percent (100%) of the principal amount to be redeemed plus accrued interest to the date of redemption, from debt service fund deposits which are required to be made in amounts sufficient to redeem on April 1 of each year the respective amount of Term Bonds specified below:

For the Term Bonds Maturing on April 1, 20

<u>Redemption Date</u>	<u>Amount</u>
_____	\$ _____
_____	_____
_____	_____ (maturity)

For the Term Bonds Maturing on April 1, 20

<u>Redemption Date</u>	<u>Amount</u>
_____	\$ _____
_____	_____
_____	_____ (maturity)

For the Term Bonds Maturing on April 1, 20

<u>Redemption Date</u>	<u>Amount</u>
_____	\$ _____
_____	_____
_____	_____ (maturity)

For the Term Bonds Maturing on April 1, 20

<u>Redemption Date</u>	<u>Amount</u>
_____	\$ _____
_____	_____
_____	_____ (maturity)]

EXHIBIT C

(Form of Bond)

REGISTERED UNITED STATES OF AMERICA
STATE OF WISCONSIN DOLLARS
MARATHON COUNTY
NO. R-____ CITY OF WAUSAU \$_____
TAXABLE GENERAL OBLIGATION CORPORATE PURPOSE BOND, SERIES 2021B

MATURITY DATE: ORIGINAL DATE OF ISSUE: INTEREST RATE: CUSIP:
April 1, _____, 2021 _____ % _____

DEPOSITORY OR ITS NOMINEE NAME: CEDE & CO.

PRINCIPAL AMOUNT: _____ THOUSAND DOLLARS
(\$ _____)

FOR VALUE RECEIVED, the City of Wausau, Marathon County, Wisconsin (the "City"), hereby acknowledges itself to owe and promises to pay to the Depository or its Nominee Name (the "Depository") identified above (or to registered assigns), on the maturity date identified above, the principal amount identified above, and to pay interest thereon at the rate of interest per annum identified above, all subject to the provisions set forth herein regarding redemption prior to maturity. Interest shall be payable semi-annually on April 1 and October 1 of each year commencing on April 1, 2022 until the aforesaid principal amount is paid in full. Both the principal of and interest on this Bond are payable to the registered owner in lawful money of the United States. Interest payable on any interest payment date shall be paid by wire transfer to the Depository in whose name this Bond is registered on the Bond Register maintained by Bond Trust Services Corporation, Roseville, Minnesota (the "Fiscal Agent") or any successor thereto at the close of business on the 15th day of the calendar month next preceding each interest payment date (the "Record Date"). This Bond is payable as to principal upon presentation and surrender hereof at the office of the Fiscal Agent.

For the prompt payment of this Bond together with interest hereon as aforesaid and for the levy of taxes sufficient for that purpose, the full faith, credit and resources of the City are hereby irrevocably pledged.

This Bond is one of an issue of Bonds aggregating the principal amount of \$_____, all of which are of like tenor, except as to denomination, interest rate, maturity date and redemption provision, issued by the City pursuant to the provisions of Section 67.04, Wisconsin Statutes, for the public purpose of providing financial assistance to community development projects under Section 66.1105, Wisconsin Statutes, by paying project costs included in the project plan for the City's Tax Incremental District No. 12 (\$_____); and refunding obligations of the City, including interest on them (\$_____), as

authorized by resolutions adopted on May 25, 2021 as supplemented by a Certificate Approving the Preliminary Official Statement and Details of Taxable General Obligation Corporate Purpose Bonds, Series 2021B (the "Approving Certificate") (collectively, the "Resolutions"). Said Resolutions are recorded in the official minutes of the Common Council for said date.

The Bonds maturing on April 1, _____ and thereafter are subject to redemption prior to maturity, at the option of the City, on April 1, _____ or on any date thereafter. Said Bonds are redeemable as a whole or in part, and if in part, from maturities selected by the City, and within each maturity by lot (as selected by the Depository), at the principal amount thereof, plus accrued interest to the date of redemption.

【The Bonds maturing in the years _____ are subject to mandatory redemption by lot as provided in the Approving Certificate, at the redemption price of par plus accrued interest to the date of redemption and without premium.】

In the event the Bonds are redeemed prior to maturity, as long as the Bonds are in book-entry-only form, official notice of the redemption will be given by mailing a notice by registered or certified mail, overnight express delivery, facsimile transmission, electronic transmission or in any other manner required by the Depository, to the Depository not less than thirty (30) days nor more than sixty (60) days prior to the redemption date. If less than all of the Bonds of a maturity are to be called for redemption, the Bonds of such maturity to be redeemed will be selected by lot. Such notice will include but not be limited to the following: the designation and date of the Bonds called for redemption, CUSIP number, and the date of redemption. Any notice provided as described herein shall be conclusively presumed to have been duly given, whether or not the registered owner receives the notice. The Bonds shall cease to bear interest on the specified redemption date provided that federal or other immediately available funds sufficient for such redemption are on deposit at the office of the Depository at that time. Upon such deposit of funds for redemption the Bonds shall no longer be deemed to be outstanding.

It is hereby certified and recited that all conditions, things and acts required by law to exist or to be done prior to and in connection with the issuance of this Bond have been done, have existed and have been performed in due form and time; that the aggregate indebtedness of the City, including this Bond and others issued simultaneously herewith, does not exceed any limitation imposed by law or the Constitution of the State of Wisconsin; and that a direct annual irrepealable tax has been levied sufficient to pay this Bond, together with the interest thereon, when and as payable.

This Bond is transferable only upon the books of the City kept for that purpose at the office of the Fiscal Agent, only in the event that the Depository does not continue to act as depository for the Bonds, and the City appoints another depository, upon surrender of the Bond to the Fiscal Agent, by the registered owner in person or his duly authorized attorney, together with a written instrument of transfer (which may be endorsed hereon) satisfactory to the Fiscal Agent duly executed by the registered owner or his duly authorized attorney. Thereupon a new fully registered Bond in the same aggregate principal amount shall be issued to the new depository in exchange therefor and upon the payment of a charge sufficient to reimburse the

City for any tax, fee or other governmental charge required to be paid with respect to such registration. The Fiscal Agent shall not be obliged to make any transfer of the Bonds (i) after the Record Date, (ii) during the fifteen (15) calendar days preceding the date of any publication of notice of any proposed redemption of the Bonds, or (iii) with respect to any particular Bond, after such Bond has been called for redemption. The Fiscal Agent and City may treat and consider the Depository in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes whatsoever. The Bonds are issuable solely as negotiable, fully-registered Bonds without coupons in the denomination of \$5,000 or any integral multiple thereof.

This Bond shall not be valid or obligatory for any purpose until the Certificate of Authentication hereon shall have been signed by the Fiscal Agent.

No delay or omission on the part of the owner hereof to exercise any right hereunder shall impair such right or be considered as a waiver thereof or as a waiver of or acquiescence in any default hereunder.

IN WITNESS WHEREOF, the City of Wausau, Marathon County, Wisconsin, by its governing body, has caused this Bond to be executed for it and in its name by the manual or facsimile signatures of its duly qualified Mayor and City Clerk; and to be sealed with its official or corporate seal, if any, all as of the original date of issue specified above.

CITY OF WAUSAU
MARATHON COUNTY, WISCONSIN

By: _____
Katie Rosenberg
Mayor

(SEAL)

By: _____
Leslie M. Kremer
City Clerk

Date of Authentication: _____, _____

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds of the issue authorized by the within-mentioned Resolutions of the City of Wausau, Marathon County, Wisconsin.

BOND TRUST SERVICES
CORPORATION,
ROSEVILLE, MINNESOTA

By _____
Authorized Signatory

COPY

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

(Name and Address of Assignee)

(Social Security or other Identifying Number of Assignee)

the within Bond and all rights thereunder and hereby irrevocably constitutes and appoints _____, Legal Representative, to transfer said Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

(e.g. Bank, Trust Company
or Securities Firm)

(Depository or Nominee Name)

NOTICE: This signature must correspond with the name of the Depository or Nominee Name as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

(Authorized Officer)

EXHIBIT D

NOTICE OF FULL CALL*

CITY OF WAUSAU
MARATHON COUNTY, WISCONSIN
TAXABLE NOTE ANTICIPATION NOTES, SERIES 2018C
DATED DECEMBER 4, 2018

NOTICE IS HEREBY GIVEN that the Notes of the above-referenced issue which mature on the date and in the amount; bear interest at the rate; and has a CUSIP No. as set forth below has been called for prior payment on July 29, 2021 at a redemption price equal to 100% of the principal amount thereof plus accrued interest to the date of prepayment:

<u>Maturity Date</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>CUSIP No.</u>
04/01/2023	\$8,010,000	3.45%	9433343M2

Upon presentation and surrender of said Notes to Bond Trust Services Corporation, Roseville, Minnesota, the registrar and fiscal agent for said Notes, the registered owners thereof will be paid the principal amount of the Notes plus accrued interest to the date of prepayment.

Said Notes will cease to bear interest on July 29, 2021

By Order of the
Common Council
City of Wausau
City Clerk

Dated _____

* To be provided to Bond Trust Services Corporation at least thirty-five (35) days prior to July 29, 2021. The registrar and fiscal agent shall be directed to give notice of such prepayment by registered or certified mail, overnight express delivery, facsimile transmission, electronic transmission or in any other manner required by The Depository Trust Company, to The Depository Trust Company, Attn: Supervisor, Call Notification Department, 570 Washington Blvd., Jersey City, NJ 07310, not less than thirty (30) days nor more than sixty (60) days prior to July 29, 2021 and to the MSRB electronically through the Electronic Municipal Market Access (EMMA) System website at www.emma.msrb.org.

RESOLUTION OF THE PUBLIC HEALTH & SAFETY COMMITTEE

Considering the report including the Findings of Fact, Conclusions of Law and Recommendation with regard to the Class “B” Beer & Liquor License of Timothy Nawrocki d/b/a Roc’s Place for the premises at 810 S. 3rd Avenue.

Committee Action: Approved 5-0

Fiscal Impact: None

File Number: 21-0108

Date Introduced: May 25, 2021

RESOLUTION

WHEREAS, your Public Health and Safety Committee, at their meeting of May 17, 2021, conducted a hearing pursuant to Wisconsin Statutes Section 125.12(2) to consider whether or not to suspend or revoke the Class “B” Beer and Liquor License for Timothy Nawrocki d/b/a as Roc’s Place at 810 S. 3rd Avenue (“Licensee”); and

WHEREAS, your Public Health and Safety Committee has determined upon consideration of the evidence and record that the allegations of the Complaint filed by Todd Baeten, Captain with the City of Wausau Police Department (“Complainant”) have been proven and is recommending revocation of the License; and

WHEREAS, your Public Health and Safety Committee hereby submits its report to the Common Council including Findings of Fact, Conclusions of Law and Recommendation, Summons and Complaint, Committee minutes, and other exhibits entered into evidence during the hearing as attached and incorporated as part of this resolution; and

WHEREAS, the Complainant and Licensee have each received the report and pursuant to Wis. Stat. § 125.12(2)(b)(3) may file an objection to the report including the Findings of Fact, Conclusions of Law and Recommendation with an opportunity to present arguments supporting their objection to the Common Council orally or in writing or both as determined by the Common Council.

NOW THEREFORE, BE IT RESOLVED the Common Council of the City of Wausau, that upon consideration of the report, including the Findings of Fact, Conclusions of Law and Recommendation of the Public Health and Safety Committee as attached and incorporated as part of this resolution, and any arguments presented by the Complainant or Licensee, it finds the Complaint to be true, adopts the report in its entirety and revokes the License of the Licensee and is hereby adopted as presented.

Approved:

Katie Rosenberg, Mayor



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

On May 17, 2021, the Public Health and Safety Committee held a hearing pursuant to Wis. Stat. 125.12(2)(b) to determine whether the Class "B" Beer and Liquor License held by Timothy Nawrocki doing business as Roc's Place should be suspended or revoked, for the reasons set forth in the Complaint. Please see the attached:

- Letter dated May 20, 2021 sent to Attorney Daniel Cveykus
- Letter dated May 20, 2021 sent to Captain Todd Baeten
- Final signed Findings of Fact, Conclusions of Law and Recommendation
- Copy of the Summons and Complaint
- Committee minutes of May 17, 2021
- Copies of certain exhibits entered into the record at the hearing
 - Certified Liquor License – Exhibit 1
 - Synopsis of Events at Rocs' Place – Exhibit 2
 - Tavern Comparison Spreadsheet – Exhibit 3
 - Certified Ordinance 5.64.078 – Exhibit 4
 - Screenshot pictures of various surveillance footage – Exhibits 6, 7, 8, 9, 10
 - Picture of spent shell casing – Exhibit 11

Nathan Miller

Leslie M. Kremer – City Clerk
Mary Goede – Deputy City Clerk



TEL: (715) 261-6620
FAX: (715) 261-6626

CITY CLERK

May 20, 2021

VIA FACSIMILE AND U.S. MAIL 715-845-3100

Attorney Daniel Cveykus
301 Grand Avenue
Wausau, WI 54403

Re: In Re the License of: Timothy Nawrocki, Timothy Nawrocki d/b/a Roc's Place
810 S. 3rd Avenue, Wausau, WI
Class "B" Beer and Liquor License

Dear Attorney Cveykus:

Enclosed please find the report of the Public Health & Safety Committee ("Committee") concerning the hearing held on Monday, May 17, 2021, pursuant to Wis. Stat. §125.12(2)(b). This report has been forwarded for consideration to the City of Wausau Common Council. This report includes: the final signed Findings of Fact, Conclusions of Law and Recommendation; the Committee minutes of May 17, 2021, including copies of certain exhibits entered into the record at the hearing; and a copy of the Summons and Complaint.

As I believe you already are aware, this matter will be considered by the City of Wausau Common Council on Tuesday, May 25, 2021. The Common Council meeting will begin at 6:30 p.m. and is held in the Council Chambers at City Hall. Pursuant to Wis. Stat. §125.12(2)(b), you may file an objection to this report and shall have the opportunity to present arguments supporting your objection to the Common Council. The Common Council may determine whether the arguments shall be presented orally or in writing.

It is my understanding that the City Attorney's office advised you that there will be an opportunity for each side to present 15 minutes of oral arguments to the Common Council at the meeting on Tuesday, May 25, 2021.

Thank you.

Leslie M. Kremer
City Clerk

Enclosures

cc: Chairperson, Lisa Rasmussen
Assistant City Attorney, Tara G. Alfonso
Assistant City Attorney, Nathan Miller

Leslie M. Kremer – City Clerk
Mary Goede – Deputy City Clerk



TEL: (715) 261-6620
FAX: (715) 261-6626

CITY CLERK

May 20, 2021

Captain Todd Baeten
City of Wausau Police Department
515 Grand Avenue
Wausau, WI 54403

Re: In Re the License of: Timothy Nawrocki, Timothy Nawrocki d/b/a Roc's Place
810 S. 3rd Avenue, Wausau, WI
Class "B" Beer and Liquor License

Dear Captain Baeten:

Enclosed please find the report of the Public Health & Safety Committee ("Committee") concerning the hearing held on Monday, May 17, 2021, pursuant to Wis. Stat. §125.12(2)(b). This report has been forwarded for consideration to the City of Wausau Common Council. This report includes: the final signed Findings of Fact, Conclusions of Law and Recommendation; the Committee minutes of May 17, 2021, including copies of certain exhibits entered into the record at the hearing; and a copy of the Summons and Complaint.

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If you would like to address the Common Council on this matter at this meeting, please let me know. Both sides will have an opportunity to present 15 minutes of oral arguments to the Common Council.

Thank you.

Leslie M. Kremer
City Clerk

Enclosures

cc: Chairperson, Lisa Rasmussen
Assistant City Attorney, Tara G. Alfonso
Assistant City Attorney, Nathan Miller

CITY OF WAUSAU
MARATHON COUNTY
STATE OF WISCONSIN
PUBLIC HEALTH AND SAFETY COMMITTEE

IN RE THE LICENSE OF:

TIMOTHY NAWROCKI
TIMOTHY NAWROCKI d/b/a
ROC'S PLACE
810 S. 3rd Avenue
Wausau, WI 54401

FINDINGS OF FACT
CONCLUSIONS OF LAW AND RECOMMENDATION

The above matter, on the 17th day of May, 2021, having come before the Public Health & Safety Committee of the Common Council of the City of Wausau, said Committee hereby makes the following Findings of Fact, Conclusions of Law and Recommendation.

FINDINGS OF FACT

1. Timothy Nawrocki, Timothy Nawrocki d/b/a Roc's Place, ("Licensee") currently holds a Class "B" Beer and Liquor License ("License"). Said Licensee was recommended for approval by the Public Health and Safety Committee and the Council granted the License and renewed the License for the period of July 1, 2020 through June 30, 2021.
2. The Licensee's licensed establishment is Roc's Place, located at 810 South 3rd Avenue, Wausau, Wisconsin, 54401.
3. On April 16, 2021, the City Clerk received a duly signed Complaint seeking revocation or suspension of the Licensee's License.
4. On May 10, 2021, Leslie M. Kremer, City Clerk, executed a Summons concerning the Complaint.
5. On May 17, 2021, a hearing was held before the Public Health and Safety Committee at the City of Wausau, City Hall located at 407 Grant Street, Wausau, WI 54403, pursuant to Wis. Stat. § 125.12(2)(b) for the purpose of hearing the above-entitled matter, with the Assistant City Attorney, Tara Alfonso, appearing as prosecutor and the Licensee, Timothy Nawrocki, appeared with his attorney Daniel Cveykus.

6. On May 17, 2021, the Public Health and Safety Committee deliberated in closed session pursuant to Wis. Stat. § 19.85(1)(a) and (b) with regard to the allegations contained in the Complaint.
7. Based upon the evidence received, the testimony of the witnesses and arguments of the Parties, the Public Health and Safety Committee finds as follows: That the Licensee denies all allegations contained in the Complaint. That the City has proven allegation 1-5.
 - a. That on June 15, 2020, the Licensee came before the Public Health and Safety Committee for a “formal expression of concern” pursuant to W.M.C. Section 5.64.078(d)(1)(A) in regard to fights and/or weapons complaints occurring at Roc’s Place.
 - b. That Roc’s Place has a record of numerous incidents stemming from lack of control and oversight at the establishment and problems with patrons resulting in noise complaints, fights, weapons, gun shots, and other disturbances, all of which substantially related to the circumstances of the licensed activity.
 - c. Since January 1, 2019, there have been a total of twenty-three (23) calls for service by police to Roc’s Place. While the City acknowledges that not all of the complaints resulted in arrests, issuance of municipal citations, verbal or written warnings, the Committee finds a significant number did so result in such enforcement action and sets forth its findings in this regard below. These calls for service were attached to the Complaint as Exhibit B.
 - d. The Committee has found that the Prosecutor has proven its case relative to events on the following dates:
 - i. March 4, 2021 – Fight Complaint with weapons displayed.
 - ii. February 20, 2021 – Fight Complaint with weapons displayed.
 1. The Respondent did not present sufficient evidence to indicate that the gap in the requested video provided to the Wausau Police Officers was the result of an error, coincidentally, the missing segment contained the footage of the event in question.
 - iii. January 12, 2020 – Report of gun shot, bullet casing located as evidence.
 - iv. January 6, 2020 – Threat of weapon at bar.
 - v. October 17, 2019 – Liquor outside of premises.
 - vi. August 17, 2019 – Fight Complaint whereby patrons escorted out and returned with eight males with firearms.
 - vii. August 15, 2019 – Threat of weapon.
 - viii. March 15, 2019 – Fight complaint resulting in injuries to the patrons.
 - ix. January 1, 2019 – Fight complaint where the victim ended up in the Emergency Room with a laceration to her head and a dislocated shoulder. Testimony revealed Bar Owner made contact with the victim but took no action.

- x. January 1, 2019 – Fight complaint involving a large group of people in the middle of South 3rd Avenue that reignited after security broke the fight up once.
 - e. Licensee and employees at Roc's Place failed to cooperate with the City of Wausau Police Department during the investigation of an incident that occurred on February 20, 2021, involving a fight and a handgun by failing to report the event to law enforcement on the night on which it occurred and then failed to provide the City of Wausau Police Department the complete footage of requested video of the incident for investigatory purposes, omitting an approximately 1.5 hour section that depicted the occurrence.
 - f. The Committee recognizes that while the owner has made some effort to ban patrons and make aesthetic improvements to the establishment that significant progress has not been made to mitigate the issues at present.
 - g. Through their own testimony, Timothy Nawrocki and Jacqueline Stoeher, admitted that violent acts occurring in the bar and in the parking lot continue to be a problem.
 - h. The Committee accepts as evidence in this matter, and adopts as its Findings of Fact, the Synopsis of Events related to the foregoing complaints at Roc's Place presented by the City at the hearing as Exhibit 2 and testified to by City of Wausau Police Captain Todd Baeten. Such complaints as presented in the City's Exhibit 2 at the hearing are incorporated by reference herein.
 - i. The Committee further accepts as evidence in this matter, and adopts as its Findings of Fact, the portions of the squad videos shown by the City related to the responses of the City of Wausau Police Department at Roc's Place on January 12, 2020, February 20, 2021, and March 4, 2021. The Committee finds the portions of the videos played at the hearing, together with the testimony of City of Wausau Police Captain Todd Baeten, Officer Mason Hagenbucher, Officer Aaron Karlen, and Detective Jim Martin concerning those events, compelling regarding circumstances occurring at Roc's Place. The portions of these squad videos presented by the City as Exhibits 5 at the hearing are incorporated by reference herein.
8. That under Wisconsin law, the license holder or corporate agent is held strictly liable for the actions of its employees and for the activities occurring on the licensed premises.

CONCLUSION OF LAW

Based upon the above Findings of Fact, the Committee hereby makes the following Conclusions of Law:

1. This matter is properly before the Committee pursuant to Wis. Stat. § 125.12(2)(ag).

2. The City has the burden of proving the allegations in its Complaint by a preponderance of the evidence.
3. The City has met its burden of proof.
4. By the greater weight of the credible evidence, the Licensee has violated Chapter 125 of the Wisconsin Statutes as adopted by Wausau Municipal Code Section 5.64.010, and Wis. Stats. § 125.12(2)(ag)(1) and § 125.12(2)(ag)(2) as adopted by the Wausau Municipal Code Section 5.64.010 in that the Licensee keeps or maintains a disorderly or riotous, indecent or improper house.

RECOMMENDATION

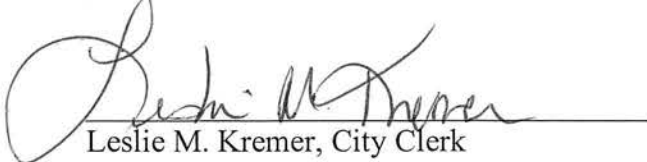
The Public Health and Safety Committee hereby recommends to the City Council that the Class "B" Beer and Liquor License be revoked pursuant to Wis. Stat. § 125.12(2)(ag)(2).

Counsel for the Committee is hereby directed to provide a copy of these Findings of Fact, Conclusion of Law and Recommendation to the Licensee and the City. Pursuant to Wis. Stat. § 125.51(1), the City Clerk is directed to set forth in her minutes a statement of the reason for the revocation of the Licensee's Class "B" Beer and Liquor License.

Dated that 17 day of May, 2021.


Lisa Rasmussen, Chairperson
Public Health and Safety Committee

ATTEST:


Leslie M. Kremer, City Clerk

BEFORE THE CITY OF WAUSAU
STATE OF WISCONSIN PUBLIC HEALTH & SAFETY COMMITTEE MARATHON COUNTY

TODD BAETEN,

Complainant,

vs.

SUMMONS

TIMOTHY NAWROCKI
TIMOTHY NAWROCKI d/b/a
ROC'S PLACE
810 S. 3rd Avenue
Wausau WI 54401,

Respondent.

TO: TIMOTHY NAWROCKI
718 McClellan St.
Wausau WI 54403

THIS IS TO ADVISE you that a hearing will be held before the Public Health & Safety Committee of the City of Wausau on **MONDAY, MAY 17, 2021 @ 5:15 P.M. in the Council Chambers of Wausau City Hall** located at 407 Grant Street, Wausau, WI 54403. At said hearing the Public Health & Safety Committee will consider whether or not your Class B Beer & Liquor License issued for the period of July 1, 2020, through June 30, 2021, for the operation of your business, located at 810 S. 3rd Avenue, Wausau, Wisconsin, should be revoked or suspended.

The hearing has been called because a Complaint has been filed by Todd Baeten, a resident of the City of Wausau and Patrol Captain of the City of Wausau Police Department, pursuant to Section 125.12 of the Wisconsin Statutes, alleging certain violations of Chapter 125 of the Wisconsin Statutes and municipal regulations adopted pursuant to Section 125.10 of the Wisconsin Statutes, in reference to the operation of the licensed premises mentioned above. A copy of the Complaint is attached to this Summons.

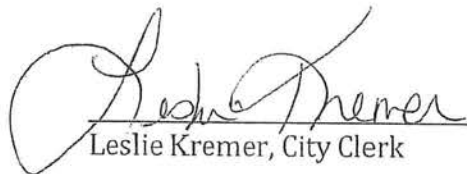
YOU ARE HEREBY SUMMONED to appear at a hearing to be held before the Public Health & Safety Committee on the MONDAY, MAY 17, 2021 @ 5:15 P.M., in the Council Chambers of Wausau City Hall, located at 407 Grant Street, Wausau, WI 54403, and show cause why your license should not be revoked or suspended.

YOU ARE FURTHER NOTIFIED that you may have an attorney represent you at your own expense. Both you and the Complainant have the right to testify and are then subject to

cross examination. Both you and the Complainant have the right to subpoena witnesses to testify on your behalf who are subject to cross examination. If you desire to subpoena witnesses subpoenas will be issued by the Mayor of the City of Wausau and can be secured from the office of the City Attorney. Evidence at the hearing will consist of sworn testimony and any relevant (written and video) exhibits presented to the Public Health & Safety Committee. A written transcript of the hearing will be provided at your expense.

YOU ARE FURTHER NOTIFIED that failure to appear shall result in the allegations of the Complaint being taken as true and if the Public Health & Safety Committee finds them to be sufficient your license shall be revoked pursuant Section 125.12(2)(b)1. of the Wisconsin Statutes. If you appear and the Public Health & Safety Committee finds the Complaint to be true, your license may be revoked or suspended. If the Public Health & Safety Committee finds the complaint untrue, the proceedings will be dismissed without costs. Judicial review of the findings of the Public Health & Safety Committee is set forth in Section 125.12(2)(d) of the Wisconsin Statutes.

Dated at Wausau, Wisconsin, this 10th day of May, 2021.


Leslie Kremer, City Clerk

BEFORE THE CITY OF WAUSAU
STATE OF WISCONSIN PUBLIC HEALTH & SAFETY COMMITTEE MARATHON COUNTY

TODD BAETEN,

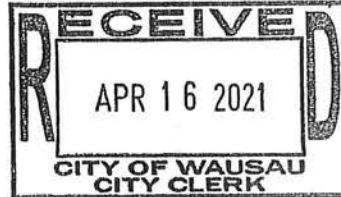
Complainant,

vs.

COMPLAINT

TIMOTHY NAWROCKI
TIMOTHY NAWROCKI d/b/a
ROC'S PLACE
810 S. 3rd Avenue
Wausau WI 54401,

Respondent.



NOW COMES Todd Baeten, Patrol Captain of the City of Wausau Police Department, and alleges as follows that:

1. The Complainant, Todd Baeten, is an adult resident of the City of Wausau with a business address of 515 Grand Avenue, Wausau, Wisconsin, and at all times material to this action, he was and is Patrol Captain, employed by the City of Wausau Police Department.
2. The Complainant, Todd Baeten, as Patrol Captain with the City of Wausau Police Department, is familiar with the efforts of City police officers and local law enforcement agencies and their investigations into violations by taverns and other places where alcohol is sold within the City of Wausau, of alcohol beverage and other laws, and by employees and agents of such taverns and other places.
3. The Respondent herein, Timothy Nawrocki and Timothy Nawrocki d/b/a Roc's Place ("Respondent"), is an alcohol beverage licensee according to documents on file with the City Clerk of the City of Wausau. The licensed premises operated by the Respondent is known as Roc's Place and is located at 810 S. 3rd Avenue, Wausau, Wisconsin ("Licensed Premises").
4. On May 18, 2020, the Public Health & Safety Committee of the City of Wausau recommended the granting of a Class "B" Beer & Liquor License to Respondent for the period July 1, 2020, through June 30, 2021.
5. On June 9, 2020, the Common Council of the City of Wausau granted a Class "B" Beer & Liquor License ("License") to Respondent for the period of July 1, 2020, through June 30, 2021. A copy of the License is attached hereto as Exhibit A.

6. The Public Health & Safety Committee should recommend to the Common Council revocation or suspension of the Respondent's License on the grounds that the Respondent has violated chapter 125.12(2)(ag)2 of the Wisconsin Statutes, and such statute as adopted by Section 5.64.010 of the Wausau Municipal Code, and municipal regulations adopted pursuant to Section 125.10 of the Wisconsin Statutes, namely Section 5.64.078.

7. Respondent keeps or maintains a disorderly or riotous, indecent or improper house at the Licensed Premises under Wis. Stat. Section 125.12(2)(ag)2., such knowledge being based upon Complainant's best information and belief, review of City of Wausau Police Department records made at or near the time of the incidents reported therein in the course of regularly conducted law enforcement activity, based upon the personal knowledge of those law enforcement officers, and review of City of Wausau public records as follows:

(a) Since January 1, 2019, the Licensed Premises has been the subject of fifteen (15) complaints or incidents concerning fights inside the Licensed Premises or in the parking lot.

(b) Since January 1, 2019, the Licensed Premises have been the subject of five (5) complaints or incidents reported to have involved weapons or the threat of weapons.

(c) On September 19, 2020, the Licensed Premises was the subject of a noise complaint.

(d) On February 23, 2020, the Licensed Premises was involved in a medical emergency wherein an ambulance responded to the Licensed Premises after a woman in the bar was vomiting and described as being in and out of consciousness.

(e) October 17, 2019, an officer on foot patrol observed a male with liquor outside of the Licensed Premises.

(f) Respondent and employees failed to cooperate with the City of Wausau Police Department during the investigation of an incident that occurred on February 20, 2021, involving a fight and a handgun by failing to report the event to law enforcement on the night on which it occurred and then failed to provide the City of Wausau Police Department the complete footage of requested video of the incident for investigatory purposes, omitting an approximately 1 ½ hour section that depicted the occurrence.

(g) Respondent was called before the Public Health & Safety Committee on June 15, 2020 for a "formal expression of concern" pursuant to W.M.C. Section 5.64.078(d)(1)(A) in regard to fights and or weapons complaints occurring at the Licensed Premises.

The complaints and incidents referenced in this paragraph are set forth on Exhibit B to this Complaint titled "Synopsis of Events" which includes dates, times, case or event numbers, and brief description of event.

8. Respondent is in violation of Wausau Municipal ordinance Section 5.64.078, Point values for alcohol beverage violations and revocations and suspensions, currently having imposed against Respondent one hundred and fifty (150) demerit points. Such knowledge being based upon Complainant's best information and belief, review of City of Wausau Police Department records made at or near the time of the incidents reported therein in the course of regularly conducted law enforcement activity, based upon the personal knowledge of those law enforcement officers, and review of City of Wausau public records as follows:

(a) Fifty (50) demerit points as a result of a March 4, 2021 fight complaint for Failure to Maintain Orderly Premises, in which a fight erupted between two males and a bartender alleged a firearm may have been displayed during the altercation. This event is set forth on the Synopsis of Events.

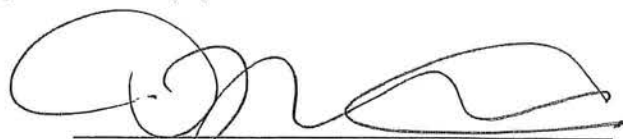
(b) One hundred (100) demerit points as a result of a weapons and fight complaint from a February 20, 2021 incident (described also in paragraph 8(f) of this Complaint) at the Licensed Premises during which two individuals pulled weapons on each other during an altercation and during which the Respondent and/or his employees further failed to report the incident to the City of Wausau Police Department. Fifty (50) demerit points were assessed for Failing to Summon Police and Fifty (50) point enhancement for firearm involved. This event is set forth on the Synopsis of Events.

9. Wausau Municipal ordinance Section 5.64.078 provides in relevant part:

(d)(1) The Public Health and Safety Committee shall call before it for purposes of a revocation or suspension hearing all licensees who have accumulated 100 points in a 12-month period as a result of court imposed convictions or who have had referred to it reports from the City Attorney which, if believed, would result in 100 demerit points in 12 months.

10. That under applicable State law, the license holder is held strictly liable for the actions of its employees and for the activities occurring on the Licensed Premises.

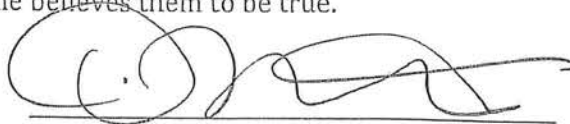
THEREFORE, your Complainant respectfully requests the Common Council of the City of Wausau, Marathon County, Wisconsin, to revoke or suspend said License of the Respondent, Timothy Nawrocki and Timothy Nawrocki d/b/a Roc's Place, for said premises.

A handwritten signature in black ink, appearing to read 'Todd Baeten', written over a horizontal line.

Todd Baeten, Complainant

STATE OF WISCONSIN)
) ss.
COUNTY OF MARATHON)

TODD BAETEN, being first duly sworn on oath, states that he has read the foregoing Complaint against Timothy Nawrocki and Timothy Nawrocki d/b/a Roc's Place and that the statements are true to his own knowledge, except for those which are stated upon information and belief, and as to such matters he believes them to be true.



Todd Baeten

Subscribed and sworn to before me
this 11th day of April, 2021.



Notary Public, Wisconsin

My commission: 8/3/24



LIQUOR LICENSE

Expires 06/30/2021



TIMOTHY A NAWROCKI
NAWROCKI TIMOTHY
718 MCCELLAN ST
WAUSAU, WI 54403

License No 133104 Type Class B Beer & Liquor

Expiry Date 06/30/2021 Business ROC'S PLACE

Total Fee \$630.00

Address 810 S 3RD AV, WAUSAU

Location Served: WOOD & CONCRETE BLDG/BAR/BASEMENT/STORAGE AREA- CAPACITY 50

Subject to the provisions and applicable statutes and ordinances and such provisions and regulations as may at any time be imposed by the State of Wisconsin or Municipal Government.

NON-TRANSFERABLE



GIVEN UNDER MY HAND OF THE CITY OF
WAUSAU ON 07/08/2020.

Leslie M. Kramer

City Clerk

City Clerk, 407 Grant Street, Wausau WI 54403 Ph 715.261.6620 Fax 715.261.6626



46333



\$630.00

EXHIBIT A

SYNOPSIS OF EVENTS
ROC'S PLACE
810 S. 3rd Avenue, Wausau, WI

Exhibit B

DATE	OFFICERS	DOCUMENTATION	EVENT
3/4/2021 11:04 p.m.	Hagenbucher, Talg and 5 other WPD Officers	Case No. 21001954	FIGHT COMPLAINT: Two separate callers reported a fight (one report alleged a dozen people involved in the parking lot). Officers arrived and observed two males yelling and pushing each other. Interview with a bartender indicated a firearm may have been displayed during altercation. This was not able to be corroborated by other witnesses. Video surveillance shows altercation began inside the bar before moving to parking lot. Video depicts actual physical altercation. While it appears one reporting party may have been a bar employee, officer believes employee could have called sooner. 50 POINTS ASSESSED (Failure to Maintain Orderly Premises).
2/21/2021 Follow up on 2/20/2021 event	Karlen, Pfaff	Case No. 21001598	WEAPONS & FIGHT COMPLAINT: Refused complainant reported two individuals pulled guns on each other the evening before at Roc's Place during an altercation. Officers requested surveillance video for a four hour period from 2200 hours on 2/20/21 to 0200 hours on 2/21/21; bar manager provided only a portion of the requested video leaving a gap of from 1200 hours until 0137 hours on 2/21/21 (approximately 1 ½ hours). Missing footage eventually provided and depicted the incident in its entirety.

Synopsis of Incidents (con't)
Roc's Place

			Officers observed on the video a verbal dispute beginning in the bar, moving out to parking lot. A male involved in the dispute is clearly observed on the video pulling a handgun from his waistband and carrying it openly during the confrontation. A bartender indicated to Officer fear of repercussions were she to provide information. At no time did bar personnel summon police. The alleged suspect with the weapon is also a suspect in another weapon incident at Roc's from 8/17/2019, Case No. 19007826. Bartender advises officer one employee manages 'everything for Tim [Nawrocki] because Tim is a drunk." 100 POINTS ASSESSED (50 Failing to Summon Police; 50 Point Enhancement for firearm involved.)
1/22/2021 1:43 a.m.	Peterson, D.	Event No. 21009834	FIGHT COMPLAINT: Refused complainant reported a physical fight outside the bar involving five people. Officers arrive while people are still on scene. Bar owner and a bartender described the incident as verbal yelling and that nothing physical had happened; patron was too intoxicated to drive and friends took keys away from patron so she would not drive. No enforcement action taken.
1/17/2021 2:22 a.m.	Katterhenry	Event No. 21007616	FIGHT COMPLAINT: Named citizen reported two females physically fighting. Bartender admitted there was a "small scuffle" in the bar between females. Suspects asked to leave and they did. No enforcement

Synopsis of Incidents (con't)
Roc's Place

			action taken/no evidence discovered.
12/19/2020 1:05 a.m.	Guzman	Event No. 20160507	FIGHT COMPLAINT: Refused complainant reported a physical fight in parking lot claiming up to 30 people involved. Upon arrival, officer observed no active altercation. A couple patrons stated two females had been fighting. No enforcement action taken.
11/06/2020 1:08 a.m.	Olson, B	Event No. 2014180	FIGHT COMPLAINT: Officer responded to Roc's Place to inquire about a fight at a different tavern next door. While speaking with the bartenders, one turned around and advised officer there was a fight occurring in the back. The alleged victim advised officer that she wanted "her man" to notice her so she threw herself to the ground to be "dramatic."
11/01/2020 1:59 a.m.	Peterson, D	Event No. 20139124	FIGHT COMPLAINT: Bartender called to report a fight involving two males inside the bar. Bartender reported to officer the fight began between two people and then was quickly growing to numerous individuals. No evidence to support enforcement action.
9/19/2020 11:06 p.m.	Zinkowich	Event No. 20118776	NOISE COMPLAINT: Refused complainant stated s/he could hear loud music "a block away."
2/23/2020 12:21 a.m.	Karlen	Event No. 20023830	MEDICAL EMERGENCY: Ambulance responded to the bar after woman in bar was vomiting; described as being in and out of consciousness. Was served a drink and fell off the bar stool after drinking half of drink.
2/2/2020 1:14 a.m.	Weeks	Case No. 20001054	FIGHT COMPLAINT: Refused complainant reported an active

Synopsis of Incidents (con't)

Roc's Place

			fight in the bar. Upon officer's arrival he observed people yelling at each other while in close proximity but did not see anything physical. Officer observed bartender appeared apprehensive to give details. Officer interviewed an alleged suspect who was extremely intoxicated.
1/12/2020 12:01 a.m.	Karlen, Martin and 6 other officers	Case No. 20000391	REPORT OF GUNSHOT: Officer responded to bar for a report of a gun shot. Officer recovered a "Blazer 45 Auto" cartridge lying approximately 15 yards south east of the bar. A witness described seeing two males arguing and yelling at one another in front of the bar. She observed one male walk to a vehicle parked in front of Roc's Place and emerge with a handgun. Observing him attempt to address a group of people near the back door of the bar, he eventually fired a round into the air before returning back to the vehicle and driving off with another male. A WPD investigator reviewing surveillance video from the bar observes several males appearing to have an argument in the parking lot with pushing and shoving occurring. The investigator observes on the video, a suspect firing a shot from a dark colored handgun into the air.
1/6/2020 1:04 a.m.	Weeks	Case No. 20000168	THREAT OF WEAPON: Officer responded to a report of a threat with a weapon at the bar. Reporting party stated there was a verbal altercation in the bar

Synopsis of Incidents (con't)
Roc's Place

			with a male threatening to come back to the bar with a weapon ("come back strapped"). The male is known for an incident at a Rothschild bar where he had been convicted of shooting someone at a bar. Male returned back to the bar, pulling into the parking lot and attempted to get into the bar. Bartenders had evacuated the bar and locked all exterior doors. No weapon was found on suspect. Suspect was arrested for OWI 3 rd .
10/17/2019 10:07 a.m.	Slompkes	Event No. 19138674	LIQUOR OUTSIDE: Officer on foot patrol observed a male and two females outside of bar. Male was holding a can of an alcohol beverage. Male stated he was planning on using the lawn as a urinal. Officer discussed with bar staff about keeping drinks in the bar.
9/7/2019	Thuman	Event No. 19120213	FIGHT COMPLAINT: Officer on extra foot patrol at Roc's Place observed an individual strike the bouncer in the face. Event was result of bouncer forcing individual to leave the bar. Both the bouncer and involved individual were issued municipal disorderly conduct citations.
8/17/2019 2:30 a.m.	Slompkes, Fritsch	Case No 19007826	WEAPON & FIGHT COMPLAINT: Officers responded to bar for a report by a bartender of a verbal fight and weapons involved. Security staff advised Officers there was a verbal argument in the bar and that he escorted involved parties outside. He then stated "they came back" and estimated 8 males with handguns were outside the bar and on the sidewalk. Some were "up the

Synopsis of Incidents (con't)

Roc's Place

			block" and not on the bar property. He advised Officers he heard no shots fired. Security advised involved parties that police had been called and they began to leave. One bartender reported she saw a red dot move across her body from a laser on a handgun. One of the alleged suspects in this incident was also allegedly involved in a 2/21/2021 incident at Roc's involving a handgun. Upon being interviewed, a bartender indicated she was reluctant to provide information for fear of retaliation.
8/15/2019 1:46 a.m.	Thumann, Meyer, Grover, Pacey	Case No. 19007743	THREAT OF WEAPON: Officer dispatched to bar for report by bartender of a male threatening to use a gun. Earlier bartender observed suspect in a physical altercation with another patron and told him to leave the premises. Upon seeing him return, bartender phoned dispatch for assistance. While on the phone, reporting party advised other bartenders advised her that the male had a gun, was waving it around the bar and it was knocked out of his hands by another patron inside the bar. Another bartender confirmed to Officer of seeing suspect with the gun.
7/21/2019 2:21 a.m.	Guzman	Event No. 19095688	FIGHT COMPLAINT: Refused complainant called about a fight at the bar involving 10 people. Fight no longer in progress at the time of officer's arrival. Bartender stated a female had been punched outside which then caused a verbal argument.

Synopsis of Incidents (con't)
Roc's Place

5/25/2019 2:34 a.m.	Guzman,	Event No. 19066424	FIGHT COMPLAINT: Officer dispatched to a report of a fight with "a lot of people 15 fighting." Parties separated at time of officer's arrival. Bartender stated she saw from cameras what appeared to be people fighting. Bouncer stated he did not see any actual fighting, more of a verbal dispute.
5/18/2019 1:46 a.m.	Bloch	Event No. 19063060	FIGHT COMPLAINT: Officer responded to a complaint of yelling and screaming outside involving 6 to 10 people. Security guard and bartender advised a verbal disagreement happened between two females. Security guard advised he broke fight up and was struck by one female but he believed it was on accident.
4/7/2019 1:20 a.m.	Grover	Event No. 19043863	FIGHT COMPLAINT: Officer responded to bar over report of 3 to 4 individuals fighting in the parking lot.
3/15/2019 11:19	Slempkes and 4 other officers	Case No. 19002468	FIGHT COMPLAINT: Officers responded for a report of a fight and a bleeding male and another male suspect who had left the scene. Officer observed the victim with slight bruising in the areas of both eyes. A bartender corroborated the details of the fight. Arrest was made.
1/1/2019 10:02 a.m.	Zander	Case No. 19000019	FIGHT COMPLAINT: Officer responded to the Emergency Room for a report of a fight at the bar involving approximately 8 people at the bar. The reporting victim had a laceration on top of

Synopsis of Incidents (con't)

Roc's Place

			her head and dislocated shoulder. She called the police well after the incident. Victim said bar owner, Timothy Nawrocki made brief contact with her at the bar and took no action. 50 POINTS ASSESSED (Failure to summon police).
1/1/2019 2:13 a.m.	Fritsch and 3 other officers	Case No. 19000010	FIGHT COMPLAINT: Officers responded to bar for report of a fight in progress outside. Upon arrival several officers observed a large group of people in the middle of S. 3 rd Avenue. Security staff reported it initially broke up the fight but then the same people started the fight again. One of the security guards stated he was punched several times. Arrest for battery and resisting an officer.

OTHER:

June 15, 2020 Timothy Nawrocki appears before Public Health & Safety Committee to address a formal letter of concern issued on June 2, 2020. Timothy Nawrocki is advised of police department and committee concerns over fights and/or weapons resulting in the assessment of a number of demerit points. Chief Bliven indicates to Timothy Nawrocki that weapons calls are a big concern and pointed out Roc's Place, more than any other establishment, has large group fights. He emphasizes it is important to get the police involved early before fights get out of hand.

PUBLIC HEALTH & SAFETY COMMITTEE

Date and Time: Monday, May 17, 2021, at 5:15 pm, (Council Chambers)

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

Others Present: Leslie Kremer, City Clerk; Mary Goede, Deputy Clerk; Mayor Katie Rosenberg

REVOCATION/SUSPENSION HEARING Pursuant to Wis. Stat. s. 125.12(2) on Complaint to revoke or suspend the Class B Beer & Liquor License of Timothy A. Nawrocki, Timothy A. Nawrocki d/b/a/ Roc's Place at 810 S. 3rd Avenue, Wausau, WI.

Others Present: Attorney Nathan Miller, representing the Public Health & Safety Committee; Attorney Daniel Cveykus, representing Timothy Nawrocki; Attorney Tara Alfonso, representing the City of Wausau, Timothy Nawrocki, licensee and owner, Roc's Place; Kim Lentz, Court Reporter

NOTE: Transcript of the hearing is the property of Esquire Deposition Solutions, LLC

Lisa Rasmussen convened the hearing noting a summons and complaint has been filed and read into record a summary of the procedure for the proceedings. She stated if a charge or charges are proven, the committee may recommend to the Common Council that the license be either suspended or revoked and that the Common Council may accept or reject such recommendation and may determine upon such recommendation whether the license should not be suspended or revoked.

OPENING STATEMENTS:

Attorney Tara Alfonso made an opening statement indicating Cpt. Todd Baeten filed the summons and complaint consisting of two counts: 1) pursuant to State Statutes, for operating a riotous and disorderly house; and 2) pursuant to the Wausau Municipal Code, 150 demerit points assessed against the establishment. The city will have to prove one or both of those counts. She stated the evidence will show not only are there numerous instances of fights occurring at the bar, but also weapons threats as well as actual display or discharge of a weapon at the location over a 20 month period. It will also show employees are fearful of retaliation and do not wish to cooperate or speak with officers on scene. She noted other bars nearby to Roc's do not have the same issues as Roc's.

Attorney Daniel Cveykus made an opening statement that the evidence will show the fact that almost 95% of these incidences did not occur at Roc's Place, but that they occurred on a public street or sidewalk. Testimony will show that Roc's Place has been compliant with trying to protect its patrons by establishing protocol, talking with police to conduct walk-throughs, installing even more surveillance cameras, and a desire to make it safer establishment and friendlier to the police.

COMPLAINANT'S CASE: <https://www.youtube.com/watch?v=F41pgADFO5E> (Part 1)

Attorney Alfonso questioned the following witnesses followed by cross examination by Attorney Cveykus:

Patrol Captain Todd Baeten provided testimony regarding the incidents reported at Roc's from January 1, 2019 thru March 4, 2021.

<https://www.youtube.com/watch?v=GBt5HoP0M5U> (Part 2)

Police Officer Mason Hagenbucher testified regarding his responses to Roc's Place for incidents regarding fights. Video clips were shown and explained.

Police Officer Aaron Karlen testified regarding his responses to Roc's Place for incidents regarding fights. Video clips were shown and explained.

Police Detective Jim Martin provided testimony on his investigation and video clips were shown and explained.

Police Chief Benjamin Bliven provided testimony of his interactions with the owner and manager of Roc's Place and on the expectations of the Police Department of establishments and demerit points.

RESPONDENT'S CASE: <https://www.youtube.com/watch?v=DvOZx8R2qDg> (Part 3)

Attorney Cveykus questioned the following witnesses followed by cross examination by Attorney Alfonso

Jacquelyn Stoehr, General Manager of Roc's Place, provided testimony on protocol for Roc's Place and management of the bar and the employees.

Timothy Nawrocki, owner of Roc's Place, provided testimony regarding his operation of the bar, security plans and the incidents at the establishment regarding weapons or threats of weapons.

CLOSED SESSION Pursuant to Section 19.85(1)(a), (b) of the Wisconsin Statutes Deliberating concerning a case which was the subject of any judicial or quasi-judicial trial or hearing before that governmental body

Motion by Peckham, second by Herbst to move into closed session. Roll Call Vote: Ayes: Wadinski, Herbst, Peckham, McElhaney, and Rasmussen. Motion carried unanimously.

Reconvened into Open Session: <https://www.youtube.com/watch?v=CfgszvvqkJo> (Part 4)

Rasmussen read into record the Findings of Fact and Conclusions of Law. The Public Health & Safety Committee made the following recommendation that the Class B Beer & Liquor license held by Timothy Nawrocki be revoked. The license is recommended for revocation based on the following reason: the licensee has violated Wisconsin Statutes 125.12(2)(ag1), 125.12(2)(ag2) as adopted by WMC 5.64.010 and that the licensee keeps or maintains a disorderly or riotous, indecent or improper house.

The revocation recommendation will go forward to the May 25, 2021 Common Council.

Adjournment

Motion by Peckham, second by Wadinski to adjourn the meeting. Motion carried unanimously. Meeting adjourned at 11:58 pm.



CERTIFICATION

I, Leslie M. Kremer, do hereby certify that I am the duly qualified and acting City Clerk of and for the City of Wausau, Marathon County, Wisconsin. Acting in that capacity, I do further certify that the accompanying Liquor License is a true and correct copy of the Liquor License issued to Timothy A Nawrocki, for the Business named "Roc's Place", located at 810 S. 3rd Av, Wausau, WI, for the license period of July 1, 2020 through June 30, 2021.

Dated this 17th day of May, 2021

City of Wausau, Marathon County, Wisconsin.

Leslie M. Kremer
City Clerk
Wausau, Wisconsin

SEAL



LIQUOR LICENSE

Expires 06/30/2021



TIMOTHY A NAWROCKI
NAWROCKI TIMOTHY
718 MCCCELLAN ST
WAUSAU, WI 54403

License No	133104	Type	Class B Beer & Liquor
Expiry Date	06/30/2021	Business	ROC'S PLACE
		Total Fee	\$630.00
		Address	810 S 3RD AV, WAUSAU

Location Served: WOOD & CONCRETE BLDG/BAR/BASEMENT/STORAGE AREA- CAPACITY 50

Subject to the provisions and applicable statutes and ordinances and such provisions and regulations as may at any time be imposed by the State of Wisconsin or Municipal Government.

NON-TRANSFERABLE



GIVEN UNDER MY HAND OF THE CITY OF
WAUSAU ON 07/08/2020.

Leslie M. Kremer

City Clerk

City Clerk, 407 Grant Street, Wausau WI 54403 Ph 715.261.6620 Fax 715.261.6626



46333



\$630.00

SYNOPSIS OF EVENTS
ROC'S PLACE
810 S. 3rd Avenue, Wausau, WI

Exhibit B

DATE	OFFICERS	DOCUMENTATION	EVENT
3/4/2021 11:04 p.m.	Hagenbucher, Talg and 5 other WPD Officers	Case No. 21001954	FIGHT COMPLAINT: Two separate callers reported a fight (one report alleged a dozen people involved in the parking lot). Officers arrived and observed two males yelling and pushing each other. Interview with a bartender indicated a firearm may have been displayed during altercation. This was not able to be corroborated by other witnesses. Video surveillance shows altercation began inside the bar before moving to parking lot. Video depicts actual physical altercation. While it appears one reporting party may have been a bar employee, officer believes employee could have called sooner. 50 POINTS ASSESSED (Failure to Maintain Orderly Premises).
2/21/2021 Follow up on 2/20/2021 event	Karlen, Pfaff	Case No. 21001598	WEAPONS & FIGHT COMPLAINT: Refused complainant reported two individuals pulled guns on each other the evening before at Roc's Place during an altercation. Officers requested surveillance video for a four hour period from 2200 hours on 2/20/21 to 0200 hours on 2/21/21; bar manager provided only a portion of the requested video leaving a gap of from 1200 hours until 0137 hours on 2/21/21 (approximately 1 ½ hours). Missing footage eventually provided and depicted the incident in its entirety.



Synopsis of Incidents (con't)
Roc's Place

			Officers observed on the video a verbal dispute beginning in the bar, moving out to parking lot. A male involved in the dispute is clearly observed on the video pulling a handgun from his waistband and carrying it openly during the confrontation. A bartender indicated to Officer fear of repercussions were she to provide information. At no time did bar personnel summon police. The alleged suspect with the weapon is also a suspect in another weapon incident at Roc's from 8/17/2019, Case No. 19007826. Bartender advises officer one employee manages 'everything for Tim [Nawrocki] because Tim is a drunk." 100 POINTS ASSESSED (50 Failing to Summon Police; 50 Point Enhancement for firearm involved.)
1/22/2021 1:43 a.m.	Peterson, D.	Event No. 21009834	FIGHT COMPLAINT: Refused complainant reported a physical fight outside the bar involving five people. Officers arrive while people are still on scene. Bar owner and a bartender described the incident as verbal yelling and that nothing physical had happened; patron was too intoxicated to drive and friends took keys away from patron so she would not drive. No enforcement action taken.
1/17/2021 2:22 a.m.	Katterhenry	Event No. 21007616	FIGHT COMPLAINT: Named citizen reported two females physically fighting. Bartender admitted there was a "small scuffle" in the bar between females. Suspects asked to leave and they did. No enforcement

Synopsis of Incidents (con't)
Roc's Place

			action taken/no evidence discovered.
12/19/2020 1:05 a.m.	Guzman	Event No. 20160507	FIGHT COMPLAINT: Refused complainant reported a physical fight in parking lot claiming up to 30 people involved. Upon arrival, officer observed no active altercation. A couple patrons stated two females had been fighting. No enforcement action taken.
11/06/2020 1:08 a.m.	Olson, B	Event No. 2014180	FIGHT COMPLAINT: Officer responded to Roc's Place to inquire about a fight at a different tavern next door. While speaking with the bartenders, one turned around and advised officer there was a fight occurring in the back. The alleged victim advised officer that she wanted "her man" to notice her so she threw herself to the ground to be "dramatic."
11/01/2020 1:59 a.m.	Peterson, D	Event No. 20139124	FIGHT COMPLAINT: Bartender called to report a fight involving two males inside the bar. Bartender reported to officer the fight began between two people and then was quickly growing to numerous individuals. No evidence to support enforcement action.
9/19/2020 11:06 p.m.	Zinkowich	Event No. 20118776	NOISE COMPLAINT: Refused complainant stated s/he could hear loud music "a block away."
2/23/2020 12:21 a.m.	Karlen	Event No. 20023830	MEDICAL EMERGENCY: Ambulance responded to the bar after woman in bar was vomiting; described as being in and out of consciousness. Was served a drink and fell off the bar stool after drinking half of drink.
2/2/2020 1:14 a.m.	Weeks	Case No. 20001054	FIGHT COMPLAINT: Refused complainant reported an active

Synopsis of Incidents (con't)
Roc's Place

			fight in the bar. Upon officer's arrival he observed people yelling at each other while in close proximity but did not see anything physical. Officer observed bartender appeared apprehensive to give details. Officer interviewed an alleged suspect who was extremely intoxicated.
1/12/2020 12:01 a.m.	Karlen, Martin and 6 other officers	Case No. 20000391	REPORT OF GUNSHOT: Officer responded to bar for a report of a gun shot. Officer recovered a "Blazer 45 Auto" cartridge lying approximately 15 yards south east of the bar. A witness described seeing two males arguing and yelling at one another in front of the bar. She observed one male walk to a vehicle parked in front of Roc's Place and emerge with a handgun. Observing him attempt to address a group of people near the back door of the bar, he eventually fired a round into the air before returning back to the vehicle and driving off with another male. A WPD investigator reviewing surveillance video from the bar observes several males appearing to have an argument in the parking lot with pushing and shoving occurring. The investigator observes on the video, a suspect firing a shot from a dark colored handgun into the air.
1/6/2020 1:04 a.m.	Weeks	Case No. 20000168	THREAT OF WEAPON: Officer responded to a report of a threat with a weapon at the bar. Reporting party stated there was a verbal altercation in the bar

Synopsis of Incidents (con't)
Roc's Place

			with a male threatening to come back to the bar with a weapon ("come back strapped"). The male is known for an incident at a Rothschild bar where he had been convicted of shooting someone at a bar. Male returned back to the bar, pulling into the parking lot and attempted to get into the bar. Bartenders had evacuated the bar and locked all exterior doors. No weapon was found on suspect. Suspect was arrested for OWI 3 rd .
10/17/2019 10:07 a.m.	Slempkes	Event No. 19138674	LIQUOR OUTSIDE: Officer on foot patrol observed a male and two females outside of bar. Male was holding a can of an alcohol beverage. Male stated he was planning on using the lawn as a urinal. Officer discussed with bar staff about keeping drinks in the bar.
9/7/2019	Thuman	Event No. 19120213	FIGHT COMPLAINT: Officer on extra foot patrol at Roc's Place observed an individual strike the bouncer in the face. Event was result of bouncer forcing individual to leave the bar. Both the bouncer and involved individual were issued municipal disorderly conduct citations.
8/17/2019 2:30 a.m.	Slempkes, Fritsch	Case No 19007826	WEAPON & FIGHT COMPLAINT: Officers responded to bar for a report by a bartender of a verbal fight and weapons involved. Security staff advised Officers there was a verbal argument in the bar and that he escorted involved parties outside. He then stated "they came back" and estimated 8 males with handguns were outside the bar and on the sidewalk. Some were "up the

Synopsis of Incidents (con't)
Roc's Place

			block" and not on the bar property. He advised Officers he heard no shots fired. Security advised involved parties that police had been called and they began to leave. One bartender reported she saw a red dot move across her body from a laser on a handgun. One of the alleged suspects in this incident was also allegedly involved in a 2/21/2021 incident at Roc's involving a handgun. Upon being interviewed, a bartender indicated she was reluctant to provide information for fear of retaliation.
8/15/2019 1:46 a.m.	Thumann, Meyer, Grover, Pacey	Case No. 19007743	THREAT OF WEAPON: Officer dispatched to bar for report by bartender of a male threatening to use a gun. Earlier bartender observed suspect in a physical altercation with another patron and told him to leave the premises. Upon seeing him return, bartender phoned dispatch for assistance. While on the phone, reporting party advised other bartenders advised her that the male had a gun, was waving it around the bar and it was knocked out of his hands by another patron inside the bar. Another bartender confirmed to Officer of seeing suspect with the gun.
7/21/2019 2:21 a.m.	Guzman	Event No. 19095688	FIGHT COMPLAINT: Refused complainant called about a fight at the bar involving 10 people. Fight no longer in progress at the time of officer's arrival. Bartender stated a female had been punched outside which then caused a verbal argument.

Synopsis of Incidents (con't)
Roc's Place

5/25/2019 2:34 a.m.	Guzman,	Event No. 19066424	FIGHT COMPLAINT: Officer dispatched to a report of a fight with "a lot of people 15 fighting." Parties separated at time of officer's arrival. Bartender stated she saw from cameras what appeared to be people fighting. Bouncer stated he did not see any actual fighting, more of a verbal dispute.
5/18/2019 1:46 a.m.	Bloch	Event No. 19063060	FIGHT COMPLAINT: Officer responded to a complaint of yelling and screaming outside involving 6 to 10 people. Security guard and bartender advised a verbal disagreement happened between two females. Security guard advised he broke fight up and was struck by one female but he believed it was on accident.
4/7/2019 1:20 a.m.	Grover	Event No. 19043863	FIGHT COMPLAINT: Officer responded to bar over report of 3 to 4 individuals fighting in the parking lot.
3/15/2019 11:19	Slempkes and 4 other officers	Case No. 19002468	FIGHT COMPLAINT: Officers responded for a report of a fight and a bleeding male and another male suspect who had left the scene. Officer observed the victim with slight bruising in the areas of both eyes. A bartender corroborated the details of the fight. Arrest was made.
1/1/2019 10:02 a.m.	Zander	Case No. 19000019	FIGHT COMPLAINT: Officer responded to the Emergency Room for a report of a fight at the bar involving approximately 8 people at the bar. The reporting victim had a laceration on top of

Synopsis of Incidents (con't)

Roc's Place

			her head and dislocated shoulder. She called the police well after the incident. Victim said bar owner, Timothy Nawrocki made brief contact with her at the bar and took no action. 50 POINTS ASSESSED (Failure to summon police).
1/1/2019 2:13 a.m.	Fritsch and 3 other officers	Case No. 19000010	FIGHT COMPLAINT: Officers responded to bar for report of a fight in progress outside. Upon arrival several officers observed a large group of people in the middle of S. 3 rd Avenue. Security staff reported it initially broke up the fight but then the same people started the fight again. One of the security guards stated he was punched several times. Arrest for battery and resisting an officer.

OTHER:

June 15, 2020 Timothy Nawrocki appears before Public Health & Safety Committee to address a formal letter of concern issued on June 2, 2020. Timothy Nawrocki is advised of police department and committee concerns over fights and/or weapons resulting in the assessment of a number of demerit points. Chief Bliven indicates to Timothy Nawrocki that weapons calls are a big concern and pointed out Roc's Place, more than any other establishment, has large group fights. He emphasizes it is important to get the police involved early before fights get out of hand.

Tavern Comparison - Jan 1, 2019 to April 30, 2021

	Bar Check	Fight	Threat w/Weapon	Med Call Welfare Check	Noise	Crim/Serv Misc.	Theft	911 hang-up	Total Calls
Roc's Place 810 S. 3rd Ave.	13	22	3	5	1	29		4	77
M & R Station 818 S. 3rd Ave.	10	7	1	9	1	22	1	6	57
Christine's 936 S. 3rd Ave.	2	3				8			13



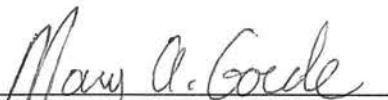


CERTIFICATION

I, Mary A. Goede, do hereby certify that I am the duly qualified and acting Deputy City Clerk of and for the City of Wausau, Marathon County, Wisconsin. Acting in that capacity, I do further certify that the accompanying ordinance is a true and correct copy of WMC 5.64.078 Point values for alcohol beverage violations and revocations and suspensions, adopted by the Common Council of the City of Wausau on the 22nd day of April, 2003.

Dated this 17th day of May, 2021

City of Wausau, Marathon County, Wisconsin.



Mary A. Goede
Deputy City Clerk
Wausau, Wisconsin

SEAL



5.64.078 Point values for alcohol beverage violations and revocations and suspensions.

(a) *Purpose and definitions.*

- (1) The purpose of this subsection is to administratively interpret those portions chapter 5.64 of the Wausau Municipal Code relating to establishing an alcohol beverage demerit point system to assist in determining which license holders should be subject to suspension or revocation procedures.
- (2) The Public Health and Safety Committee of the City of Wausau Common Council is the committee which reviews alcohol licenses.

(b) *Point schedule.* The scale of demerit points is listed according to the type of alcohol beverage violation. This demerit point system is used to identify habitually troublesome license holders for the purpose of recommending suspension or revocation of their alcohol beverage licenses.

Type of Violation	Point Value
Sale or serve underaged person 2-5 (50) 6-10 (75) 10 (100) WMC 5.64.010 [125.07(1)]	1 = 25
Sale or serve intoxicated person WMC 5.64.010 [125.07(2)]	25
Underaged person on premises WMC 5.64.010 [125.07(3)]	25
No-alcohol night violations WMC 5.24 & 5.25	25
Failure to be licensed WMC 5.64.010 [125.09(1) & 125.66(1)]	50
Altering premises or changing location without permission WMC 5.64.010 [125.04(12) & 125.51(3)(d)]	25
False statement on application WMC 5.04.060(a)(1)	75
Transfer of license without permission WMC 5.64.010 [125.04(12)]	25
Failure to frame and post license WMC 5.64.010 [125.04(10)]	25
Conducting unlawful business WMC 5.64.010 [125.12(2)]	50
No licensed bartender WMC 5.64.010 [125.68(2)]	50
Server under the influence WMC 5.64.034(a)	25
Failure to close licensed premises WMC 5.64.034(3)	25
Sell fermented malt beverage after hours WMC 5.64.010 [125.32(3)(am)]	50
Open after hours WMC 5.64.140	25
Sell intoxicating liquor after hours [WMC] 5.64.010 [125.68(4)(c)3]	25
Violation of any provision of alcohol licensing and serving of alcohol beverages (sidewalk cafes) provided in section 5.64.035 which is not otherwise specifically	50

provided for in this subsection WMC 5.64.035	
Leaving with open container	25
Adult entertainment without permit WMC 5.20.020(a)	50
Nude or semi-nude entertainer or employee visible outside WMC 5.20.050(b)(1)	75
Refusal to cooperate with Fire Chief, Police Chief, or designee	75
Exceeding posted occupancy	50
Exceeding posted occupancy by more than 30%	75
Operating while license is suspended	100
Unauthorized transfer or use of license	75
Owner or employee selling controlled substances on premises	75
Illegal drug paraphernalia on premises	50
Failure to maintain orderly premises, disorderly conduct within premises, failing to summon police or intervene to prevent future violations, subject of noise complaints	50
Penalty enhancer for severe offenses: Enhanced penalty for conduct which results in 1) Bodily harm to any individual 2) Creates a substantial risk of death or bodily harm 3) Involves the use of a firearm or other dangerous weapon Demonstrates an ongoing disregard for the requirements of state law or municipal ordinances	50

- (c) *Violations, how calculated.* In determining the accumulated demerit points against a license within 12 months, the City shall use the date each violation was committed as the basis for the determination.
- (d) *Suspension or revocation of license.*
- (1) The Public Health and Safety Committee shall call before it for purposes of a revocation or suspension hearing all licensees who have accumulated 100 points in a 12-month period as a result of court imposed convictions or who have had referred to it reports from the City Attorney which, if believed, would result in 100 demerit points in 12 months.
- (A) Formal expression of concern. In those instances in which a licensee has accumulated less than 100 demerit points as determined by the City Attorney, and additional violations on one date would result in the accumulation of at least 100 points but not more than 200 points, the Public Health and Safety Committee shall call before it the licensee for purposes of a formal expression of concern. If the licensee appears, no discussion of the alleged facts underlying the assessment of demerit points shall be permitted unless the licensee requests such discussion but only if the licensee is advised that any statements made by the licensee and/or her/his representatives regarding the alleged facts may be considered by the Public Health and Safety Committee in any subsequent suspension/revocation hearing which may result from the alleged violations which are the subject of the formal expression of concern. If the licensee fails to appear after service of the notice to appear, the matter shall be scheduled for a suspension/revocation hearing. Service of the notice to appear shall be by first class mail sent to the agent, if the licensee is a corporation or a limited liability company, to the licensee if an individual, or to any partner if the licensee is a partnership. If the notice is returned by the Post Office as undeliverable, the notice may be left with any employee found on the licensed establishment at least 24 hours before the date and time of the scheduled appearance before the Public Health and Safety Committee. A

formal expression of concern in lieu of the assessment of demerit points may only occur once within a one-year period.

This ordinance amendment shall apply only to violations that would trigger a formal expression of concern which occur after this ordinance is adopted.

- (B) Any alcohol beverage violation not enumerated herein may still subject the license holder to suspension or revocation of the license pursuant to Wis. Stats. § 125.12 procedure.
 - (C) Any suspension or revocation longer than ten days shall result in a license eligible for immediate reissuance.
- (2) If the demerit point accumulation, calculated from the date of violation, meets or exceeds: 150 points in a 12-month period, the suspension shall be for three business days; 175 points in a 12-month period, the suspension shall be for seven business days; 200 points in a 12-month period, the suspension shall be for 12 months. If the license(s) is revoked, no other license shall be granted to such licensee for a period of 12 months from the date of revocation. The period of suspension shall be the number of days the establishment is regularly open for business.
 - (3) Pursuant to Wis. Stats. § 125.12 procedure, the license or permit issued under this chapter to a person for:
 - (A) bartending, shall be suspended for 14 days, if the committee finds that the person committed a violation within six months after committing one previous violation;
 - (B) bartending, shall be suspended for 12 months, if the committee finds that the person committed a violation within 12 months after committing two other violations;
 - (C) operating, shall be suspended for three days, if the committee finds that the person committed a violation within six months after committing one previous violation.
 - (4) Only once in each 12-month period, for any violation of 50 points, 25 points can be earned back if the tavern owner at his/her expense sends the offending bartender to responsible beverage course and the bartender completes the course; however, upon appeal, the committee may reduce points after a public hearing before the Public Health and Safety Committee.
 - (5) The procedure to be used for suspension or revocation shall be that found in section 5.64.076.
 - (6) Penalties. In this section, "violation" means a violation of this subsection if the violation results in court-imposed conviction or is the subject of a report referred to the Public Health and Safety Committee, which, if believed, would result in 100 demerit points in 12 months. For purposes of determining previous violations, the period shall be measured from the dates of violations that resulted in an imposition of a forfeiture or a conviction. For the purpose of determining whether or not a previous violation has occurred, if more than one violation occurs at the same time, all those violations shall be counted as one violation. The assignment of points is delegated to the Chief of Police or his designee.
 - (e) *Severability.* The several terms and provisions of this section shall be deemed severable, and any provision hereof or the application hereof to any person or circumstances is held invalid remainder of the section and the applicability of such provisions to other persons circumstances shall not be affected thereby.

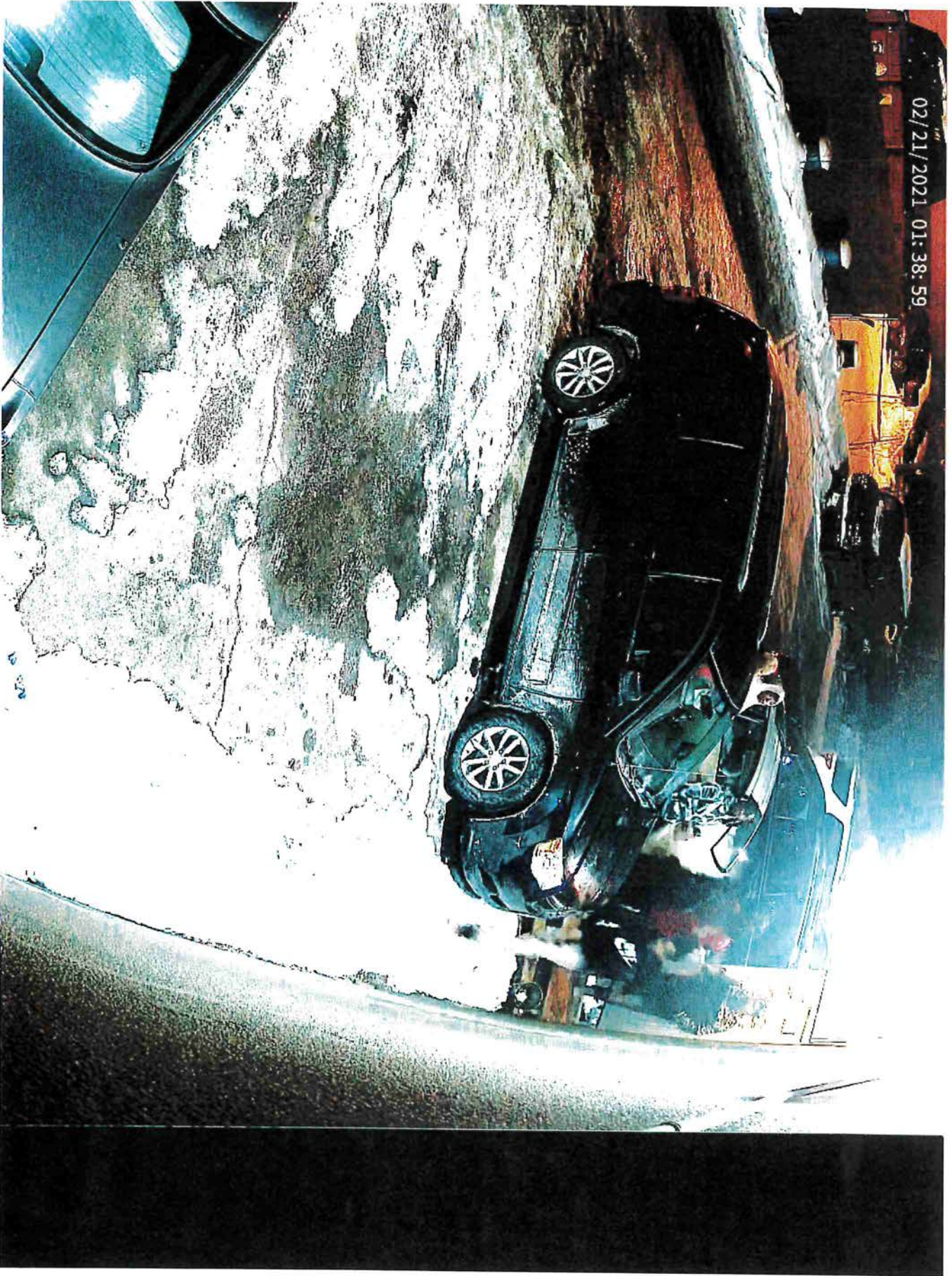
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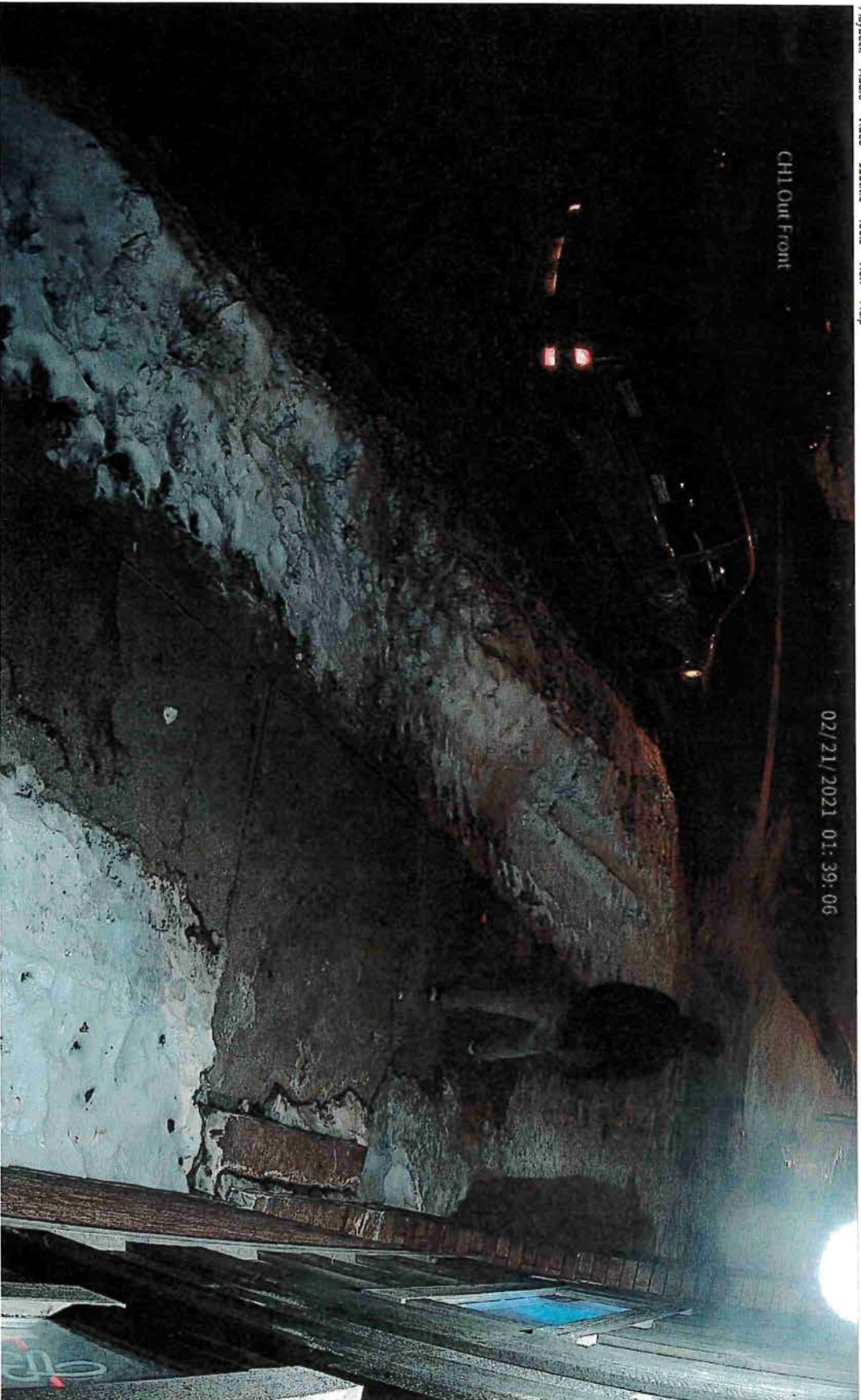
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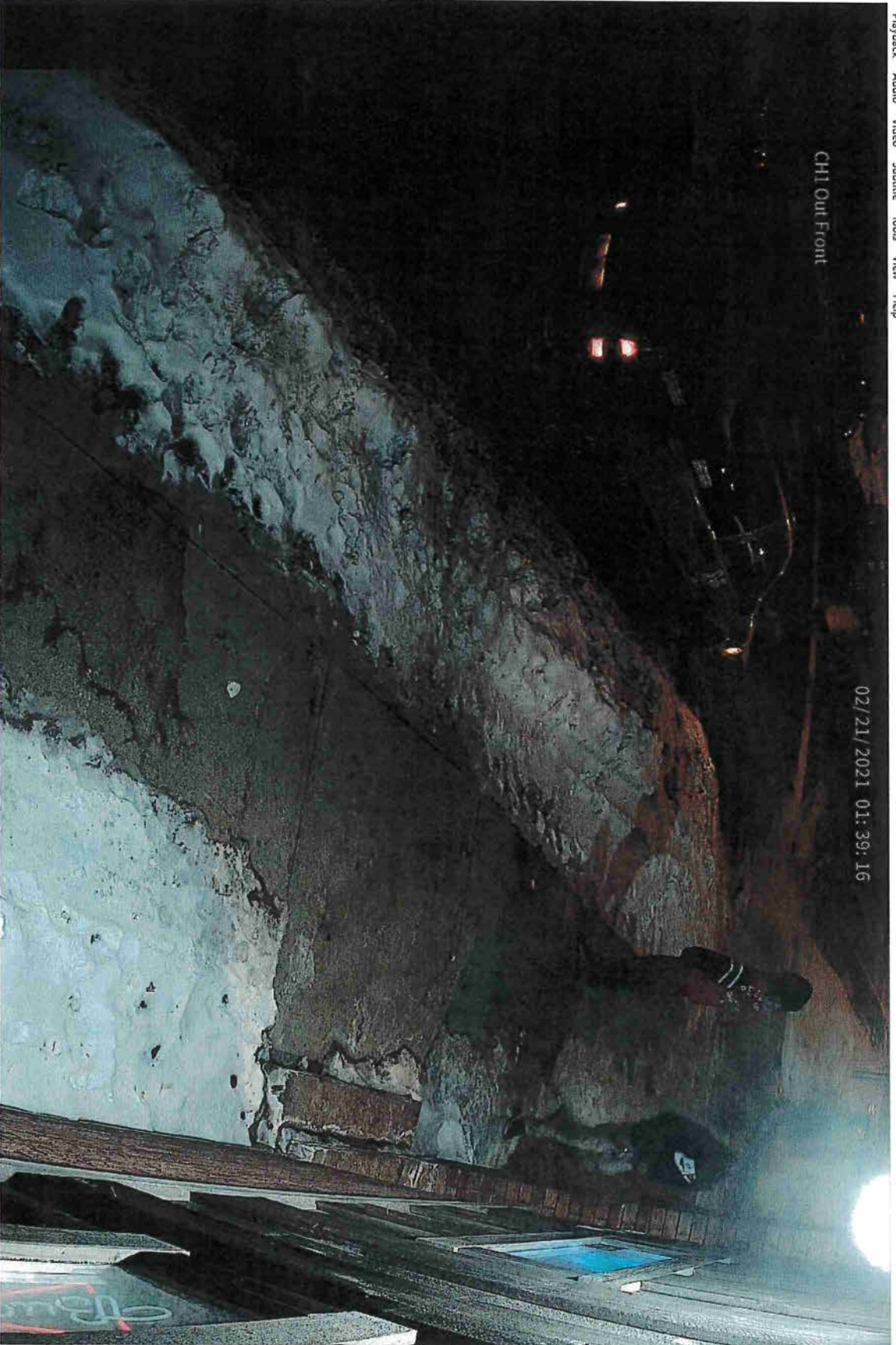
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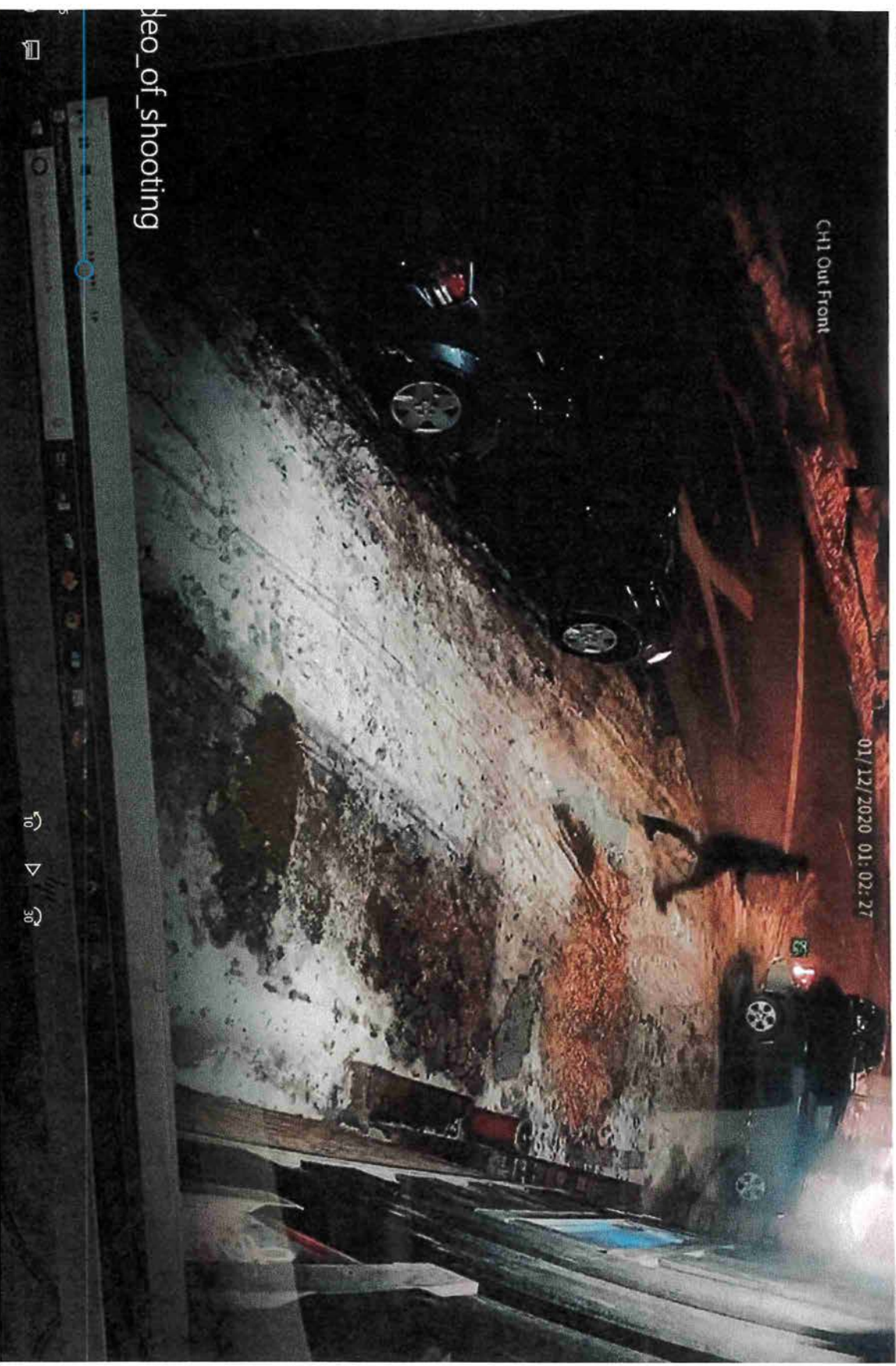
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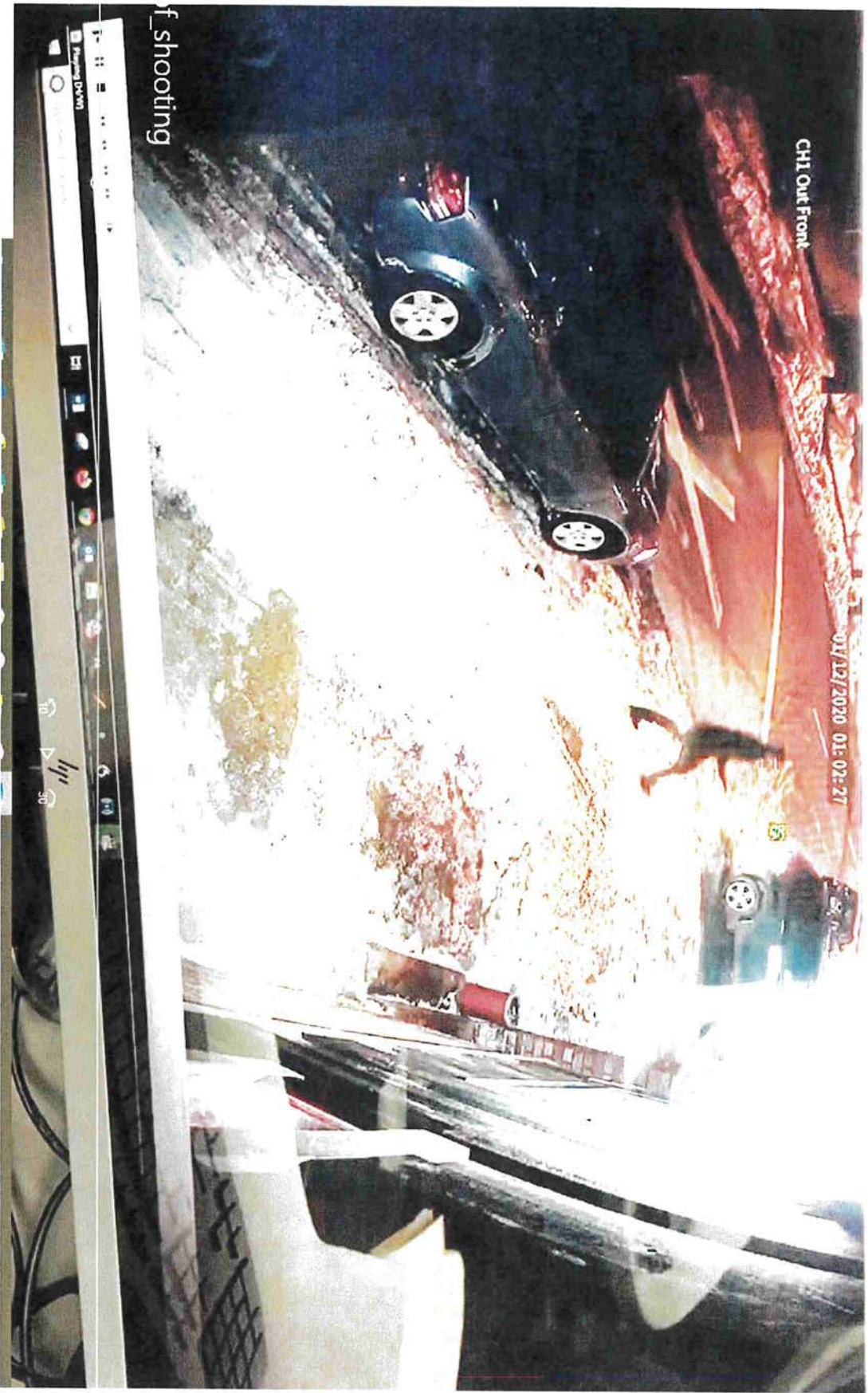
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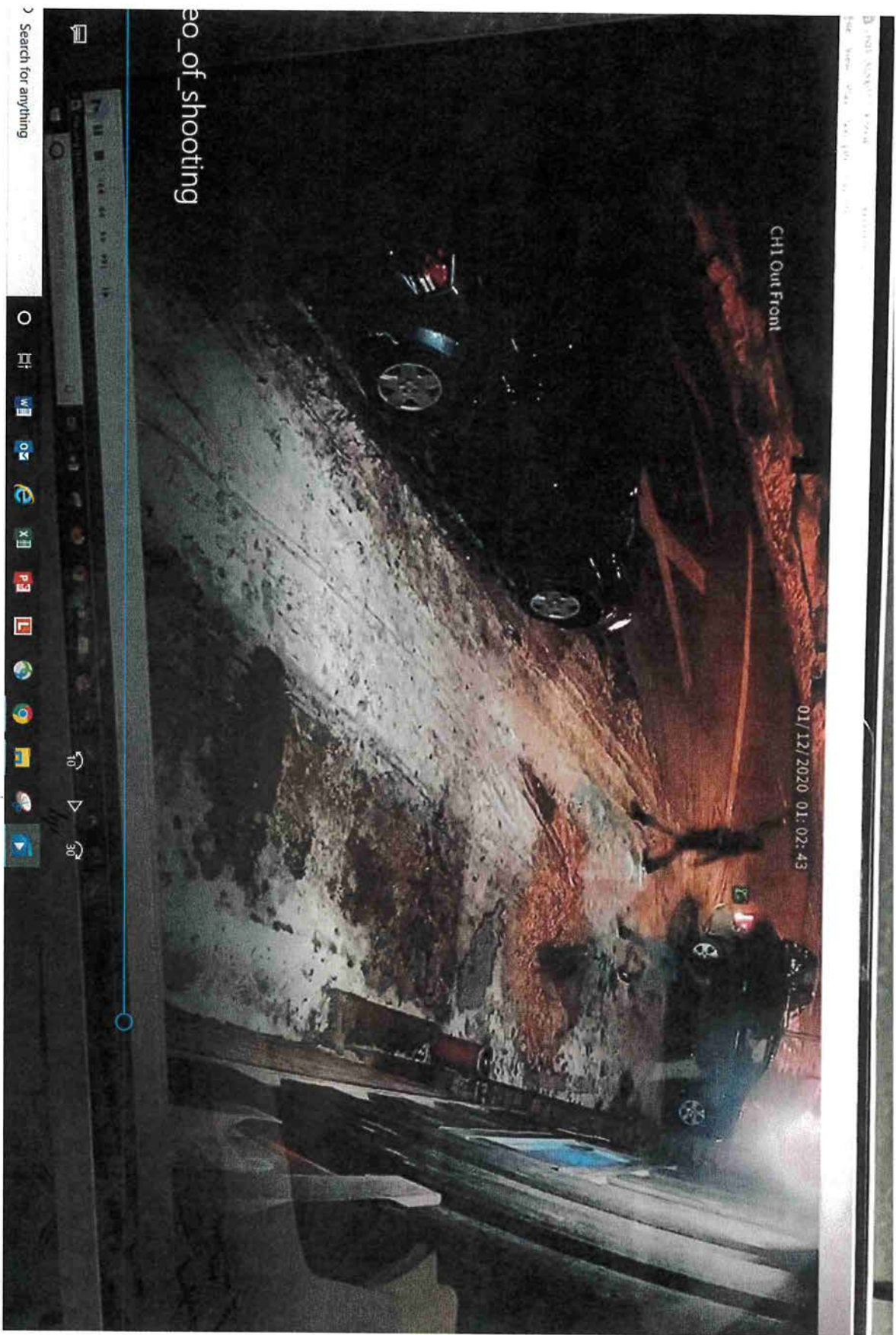
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EXHIBIT

CGR #10



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Est. 1993

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Wausau City Counsel
400 Grant St.
Wausau WI 54403

May 20, 2021

RE: In re the License of:

Timothy Nawrocki
Roc's Place
810 S. 3rd Ave.
Wausau WI 54401

LICENSEE OBJECTIONS TO THE PUBLIC HEALTH AND SAFETY COMMITTEE OF THE COMMON COUNCILS REPORT

Please take notice that the licensee hereby objects to the report filed by the Public Health and Safety Committee of the Common Councils report and findings of fact conclusions of law and recommendations. The Licensee ask that this matter be set before the Common Council of Wausau for presentation of arguments.

The licensee presents the following arguments why the City council should reject the findings of fact offered by the public health and safety committee:

The Public Health and Safety committee was acting in a quasi judicial role of hearing evidence presented by the city attorney and the licensee. That in taking that evidence the city was represented by the assistant city attorney Tara Alfonso acting as prosecutor in regards to the complaint filed by the complainant Todd Beaton who is a patrol captain for the City of Wausau police. That the committee

used legal counsel from the city attorney's office to help them make their decision. The assistant city attorney Nathan Miller was counsel for the committee. That the city attorney's office was acting as counsel for the committee in a non legislative role and acting as the prosecution. Wherefore in a quasi legal proceeding the city attorney's office was acting as prosecutor and judge in determining whether the licensee had committed a revokable offense. This denies a fair and impartial hearing for the licensee.

That the committee heard evidence that was outside the term of the license agreement. The term of the license was for a period of 1 year from July 1, 2020 to July 1 2021. That evidence presented to the committee was from outside that time period and so inflamed the committee that they did not look at evidence solely during the term of the license period. As evidence in the findings of fact the committee found 10 violations but that only 2 of the violations were during the time period of the license. Any violation prior to the term of the license should have been used to not renew the license and therefore can not be the basis for revocation. If they city wants to revoke the license they must use incidents from the term of the license. Since the committee heard evidence outside of the time period of the license and used that evidence to make a recommendation to revoke as indicated in the Findings of Fact. This should not have been done as that would be for evidence of non renewal as provided in the statute. The committee's finding should not be used to determine whether revocation was proper in this matter. That any evidence outside of the time period should have been used at a proceeding not to issue the license. Therefore, evidence was accepted that was it was not proper for use in revocation of the licensee's license.

The committee found two violations during the time period of the licensee's license that being July 1, 2020 to July 1 2021. Addressing each of those violations there are problems with the committee's findings.

First, they found that on February 20 2021 the committee found that the respondent did not present sufficient evidence to indicate the gap in requested video by the police department was the result of error. The burden of proof in this matter is on the city by preponderance of the evidence that the licensee did not cooperate. The facts on that issue are that officers testified that a patron left the bar and in the video from Roc place own camera showing that he possessed an object that officer believed to be a gun. That he left the bar and a shoving match occurred outside of the bar and that no weapon was used in the pushing match outside. The officer testified that they were not called to that incident and Roc's place was assessed points against their license for not contact law enforcement. Yet the officer further testified that when he went to investigate the next day that the bartender on duty the night before did not even know a fight occurred. If a bartender did not know the incident occurred outside the bar they can not be presumed to fail to report it. To fail to report it, the bartender must have known about the incident. Therefore, no points should have been issued nor should they be held responsible for not knowing an incident occurred outside of the premises. In regards to, turning over the video the officer testified that when he arrived he asked for a period of 10 p, till midnight then after that sometime changed his mind and wanted further time periods. When he left he found he was given 10-12 p. and 1:37 till 2 am. He went back to the bar and was provided the time period in between. Therefore, Roc's place did provide all video as requested.

The second incident there was testimony that individuals were in the bar and not drinking which appeared strange to the bartender. That they left the bar and a shoving incident occurred outside. The police were called by an employee as indicated by an officer. Thereafter this deranged individual left the premises and crossed the street and procured a handgun out of a vehicle that was parked on the street, then came back to the sidewalk and not on the premises of the bar or its parking lot, yelled at individuals there and began walking back to his car when he fired off the weapon. Since, the incident with a weapon was never on the premises of Roc's place he should not be held responsible for such an

incident. The officer further testified that an employee of the bar called the police and therefore the bar owner took proper action. The testimony indicated only that they did not call sooner. The officer testified that it is their policy that they do not give points for when a bar calls the police for a fight. There was uncontroverted testimony that the employee of the bar called and therefore no points should be issued.

The evidence presented at the hearing clearly indicates the bar did not warrant points being assessed against the licensee and all other findings were outside the time period for a determination of suspension or revocation should not be used in a revocation proceeding.

Wherefore the licensee requests that the Common Council of Wausau deny that findings of the Public Health and Safety Committee and further dismiss the complaint requesting revocation or suspension of the licensee's license.

Date this 20th day of May 2021.



Daniel T. Cveykus

Attorney for Licensee Tim Nawrocki

BEFORE THE CITY OF WAUSAU
STATE OF WISCONSIN PUBLIC HEALTH & SAFETY COMMITTEE MARATHON COUNTY

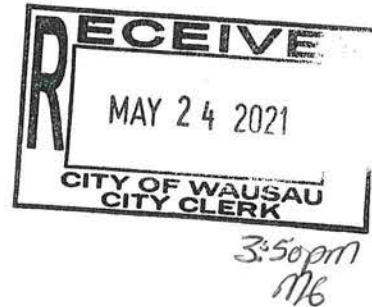
TODD BAETEN,

Complainant,

vs.

TIMOTHY NAWROCKI
TIMOTHY NAWROCKI d/b/a
ROC'S PLACE
810 S. 3rd Avenue
Wausau WI 54401,

Respondent.



COMPLAINANT'S STATEMENT IN SUPPORT OF REPORT

NOW COMES the Complainant, Todd Baeten, Patrol Captain of the City of Wausau Police Department, by and through his attorney in this matter, Tara G. Alfonso, Assistant City Attorney and offers the following in support of the Report of the Public Health & Safety Committee:

1. The law permits the City, acting through its Common Council, to revoke a liquor license under Wis. Stats. §125.12(2)(ag) 1. and 2. where a "person keeps or maintains a disorderly or riotous, indecent or improper house" or has violated a municipal regulation adopted under Wis. Stat. §125.10. There is no exception under these statutes that permit this behavior or type of activity if the person in charge is unable to stop the activity or cannot prevent its occurring by patrons. Nor is there any exception to the statutory authority of the City to revoke the license on such a basis because the activity does not occur within the four walls of the establishment.

The statute's legislative purpose concerns the health and safety of the public. Its enforcement is aimed at the protection of the public health. *Hedgwood v. City of Eau Claire*, 676 F.3d 600, 604 (2012). Given the legislative purpose of public protection, it can hardly be imagined that dangerous events that occur just outside a physical building, in its parking lot or upon adjacent sidewalks or streets do not greatly and seriously impact this safety.

Indeed, the general public at large would appear to be in significantly more danger when the disorderly and riotous activity erupts from the confines of the establishment and spills into the streets, sidewalks and other outside areas. This is amply illustrated by the testimony of Officer Aaron Karlen of an incident that occurred in the front of Roc's Place on February 21, 2021, in which a Northwoods Cab driver, after dropping a passenger off in front of the bar, was unable to escape an incident involving a weapon because the

street had been intentionally blocked by a vehicle leaving the Licensee's parking lot and operated by one involved in the weapon incident, placing the cab driver in serious potential danger. See, *Hedgewood* at p. 604 ("...there is no doubt that the conduct described above was disorderly, riotous, indecent or improper: employees fought with patrons; *brawls spilled onto the streets...*" [emphasis added]); *Smith v. City of Milwaukee*, 356 Wis.2d 779, 793-794, 854 N.W.2d 857 (2014) (Court of Appeals upheld a city's nonrenewal of a liquor license based upon numerous complaints occurring both inside and outside of the club); *Lady Bug Club, LLC v. City of Milwaukee*, 337 Wis.2d 426; 805 N.W.2d 734 (2011) ("...evidence included a police synopsis of incidents inside Lady Bug or in the nearby vicinity of Lady Bug...the repeated need for crowd control of Lady Bug patrons, fights involving patrons, physical and verbal altercations between patrons and Lady Bug's security personnel, battery incidents involving a bottle and a glass, and a nearby shooting. People living near Lady Bug also appeared at the hearing and testified that, associated with Lady Bug patrons coming and going, there were adverse effects on the neighborhood...").

The testimony and video presented at the hearing clearly indicate these numerous disorderly and riotous events spilled out from the inside of the bar and were caused by patrons who were or who had immediately prior, been present inside its interior premises. But for the bar, these events would not have occurred in the parking lot, on the sidewalk or on the street adjacent to or in front of the bar. The community in general, the neighbors and residents surrounding the License's establishment, should not be required to tolerate or suffer through the activities that surround and emanate from this tavern.

2. The Licensee in his Objections to the Public Health and Safety Committee of the Common Councils [sic] Report ("Licensee Objections") proposes an argument that the City must only present evidence from incidents that arise during the license period. This argument is completely unsupported by any case law, nor is it supported by any language of the state statute. The statute itself simply provides:

Any resident of a municipality...may file a sworn written complaint with the clerk of the municipality alleging one or more of the following:

... 2. The person keeps or maintains a disorderly or riotous, indecent or improper house.

No limiting language is set forth in the statute. While common sense would dictate at some inherently logical point there would be a time frame which is simply too long to be persuasive or relevant to a court or a city's governing body, by its very nature, the demonstration of a riotous and disorderly house implies a condition that occurs and is maintained over some period of time. Indeed, in *Hedgewood*, the complaint to revoke was based upon a very similar time period to that under consideration in this case: *Hedgewood* at p. 601 ("The City's complaint was based on eight incidents which occurred between November 20, 2003 and February 11, 2006."). Even in a non-renewal situation, without conceding such is the case, where a license term could arguably be asserted as more significant or limiting, the Court of Appeals permitted a time period greater than the

boundaries of a single license year. *Smith* at p. 784 (“...number of documents relevant to the hearing, including a police synopsis report summarizing numerous disturbances requiring police present at Mixx between March 2011 and October 2012.”). And, even in a non-renewal situation, the statutory language is silent as to any limiting time period where a potential non-renewal might be based on allegations of a riotous or disorderly house.

Finally, there is no language in the statute, nor does the Licensee point to any authority whatsoever that a municipality is not free to elect to revoke a license rather than non-renew a license. Both procedures are provided by the statutory language and without any limitation would be able to be exercised by the municipality as it sees best.

3. The Licensee also complains that the City somehow denied him a “fair and impartial hearing” because the “city attorney’s office was acting as prosecutor and judge in determining whether the licensee had committed [sic] a revokable [sic] offense.” First, Attorney Nathan Miller is not a member of the Common Council nor the Public Health & Safety Committee but a City employee. He cannot be “judge” as he has absolutely no vote or authority to participate in the official actions of the City government. It is the Public Health & Safety Committee which makes the recommendation and the Common Council who are the decision makers. *See, State ex rel. DeLuca v. Common Council of Franklin*, 72 Wis.2d 672, 242 N.W.2d 689 (1986) (“...a person objecting to a decision maker’s impartiality has a ‘heavy burden’ and must overcome the presumption that the decision maker, ‘as a responsible...officeholder and entrusted with great public responsibility, would adhere to his oath and reach a final decision only on [a proper] basis.’”)

Secondly, the Wisconsin Supreme Court Rules of Professional Conduct, SCR 20:1.11(f) permit a government lawyer to act as the representative of the governing body and another government lawyer to act on behalf of a department such as a police department. SCR 20.1.11(f) specifies:

The conflicts of a lawyer currently serving as an officer or employee of the government are not imputed to the other lawyers in the agency...

The Court of Appeals, in *Questions, Inc. v. City of Milwaukee*, 336 Wis. 2d 654, 807 N.W.2d 131 (2011) expressed no concerns over such an arrangement in upholding the decision of the City of Milwaukee to non-renew a license where one City of Milwaukee assistant city attorney represented the licensing committee and another represented the City of Milwaukee Police Department. Nor did the court have any concern that the Findings of Fact and Conclusions of Law were prepared on behalf of the licensing committee by the city attorney’s office even though the other assistant city attorney had represented the police department. The situation in *Questions* would be identical to that here. Similarly, in *Coralic v. City of Milwaukee*, 337 Wis.2d 427, 805 N.W.2d 734 (2011) (unpublished decision), the Court of Appeals found no violation of the license holder’s right to an impartial decision maker where a city attorney attending the revocation hearing then prepared the findings of fact and conclusions of law.

Moreover, there is no allegation made by Licensee that the two assistant city attorneys in this case somehow colluded or conspired to violate the due process rights of the Licensee other than his bald assertion that having two assistant attorneys act in two completely separate and independent roles in this case is somehow unfair. The Common Council should not permit itself to be swayed by such unsubstantiated and uncorroborated implications of impropriety.

4. Finally, the Respondent states in Licensee's Objections that "the committee found that the [R]espondent did not present sufficient evidence to indicate the gap in requested video by the police department was the result of error." The Licensee thus appears to assert that the Complainant did not meet its burden of proof. However, the Complainant's review of the Findings of Fact-Conclusions of Law and Recommendation ("Findings of Fact") of the Report reveals that the Committee specifically "found that the Prosecutor has proven its case relative to events on the following dates: ... ii. February 20, 2021 – Fight Complaint with weapons displayed." Thus, reading subparagraph 7d. of the Findings of Fact in its entirety, the Respondent appears to misunderstand the findings of the Committee: the proper reading would appear to be that the City has met its burden of proof and that the Licensee failed to offer sufficient evidence to rebut or overcome the burden met by the Complainant.

Based upon all of the foregoing, your Complainant respectfully requests the Common Council of the City of Wausau, Marathon County, Wisconsin revoke the Class "B" Beer and Liquor License granted to Timothy Nawrocki d/b/a Roc's Place and adopt the Report of the Public Health & Safety Committee in its entirety. In the alternative, the City requests a significant suspension period to permit activities at this bar to be disrupted and experience a "cooling off period."

Respectfully submitted,



Tara G. Alfonso, Assistant City Attorney
Attorney for Complainant, Todd Baeten

Office of the City Attorney
City of Wausau
407 Grant Street
Wausau, WI 54403
(715) 261-6590

337 Wis.2d 427

Unpublished Disposition

See Rules of Appellate Procedure, Rule 809.23(3),
regarding citation of unpublished opinions.

Unpublished opinions issued before July 1, 2009, are
of no precedential value and may not be cited except
in limited instances. Unpublished opinions issued on
or after July 1, 2009 may be cited for persuasive value.

NOTE: THIS OPINION WILL NOT APPEAR
IN A PRINTED VOLUME. THE DISPOSITION
WILL APPEAR IN A REPORTER TABLE.

Court of Appeals of Wisconsin.

Stojan CORALIC, d/b/a the Brew
House, Plaintiff–Respondent,

v.

CITY OF MILWAUKEE, Milwaukee
City Common Council and Milwaukee
City Common Council Licenses
Committee, Defendants–Appellants.

No. 2010AP956.

|

Aug. 18, 2011.

Appeal from an order of the circuit court for Milwaukee
County: Timothy G. Dugan, Judge. *Reversed*.

Before LUNDSTEN, P.J., SHERMAN and BLANCHARD,
JJ.

Opinion

¶ 1 LUNDSTEN, P.J.

*1 The City of Milwaukee Common Council voted to revoke the tavern license of The Brew House based on evidence that its operation was associated with shootings, fights, and other incidents detrimental to the surrounding community. The owner of The Brew House, Stojan Coralic, sought review in the circuit court. Coralic argued that the Common Council violated his right to an impartial decision maker and, also, violated his rights because of a flawed fact-finding process. The circuit court agreed and, accordingly, vacated the Council's decision and remanded for a new hearing. The City appeals. Because we conclude that Coralic fails to show that

his rights were violated, we reverse the circuit court's decision vacating the revocation.

Background

¶ 2 The Brew House, located in Milwaukee in a district represented by Alderman Tony Zielinski, had been operating under a Class B tavern license. In January 2010, Zielinski filed a complaint with the Milwaukee Common Council Licenses Committee, seeking revocation of The Brew House's license. The complaint alleged, “based upon personal knowledge and communication with constituents, Milwaukee police officers and city officials”: “That the Brew House tavern is the scene of chronic dangerous, violent, and nuisance activity such as shootings, possession of controlled substances, and fights among patrons from the tavern. The Brew House tavern has had a substantial adverse effect upon the surrounding neighborhood due to the shootings and fights associated [with] the tavern.”

¶ 3 On January 19, 2010, the Licenses Committee held a hearing on the revocation. The owner of The Brew House, Stojan Coralic, appeared. Evidence was presented both for and against revocation. Alderman Zielinski participated as “the complainant,” but recused himself from participating as a Committee member and from voting on the revocation recommendation. Based on a police report, neighborhood testimony, and testimony from a police captain, the Committee voted to recommend revocation of The Brew House's license. A city attorney, who had attended the hearing, then prepared findings of fact and conclusions of law.

¶ 4 The Licenses Committee report was submitted to the full Common Council. At a February 9, 2010, hearing, each Council member acknowledged having read the Committee report. Because all members of the Licenses Committee are also Council members, it is also true that all Committee members read the report. After all Council members verified that they had read the report, the Council voted unanimously to approve the revocation recommendation. Alderman Zielinski participated in that vote.

¶ 5 Coralic sought review of the Council's decision in the circuit court. Among other things, he argued that the Council's decision was invalid because Zielinski should not have been allowed to vote at the full Council stage and because the record fails to demonstrate that the findings of fact in the Licenses Committee report are actually findings

of the Committee. The circuit court agreed with Coralic in both respects and, accordingly, vacated the revocation and remanded for a new hearing. The City appeals. We include additional facts as needed below.

Discussion

*2 ¶ 6 The tavern license proceedings here are governed by statute and Milwaukee ordinances. *See* Wis. Stat. ch. 125 (alcohol beverage license requirements and procedures); Wis. Stat. § 125.10(1) (“Any municipality may enact regulations incorporating any part of this chapter and may prescribe additional regulations for the sale of alcohol beverages, not in conflict with this chapter.”).¹ Wisconsin Stat. § 125.12(2) provides that a municipality may revoke a license for a number of reasons, including that the licensee “has violated [chapter 125] or municipal regulations adopted under s. 125.10” or “keeps or maintains a disorderly or riotous, indecent or improper house.” Wis. Stat. § 125.12(2)(ag)1. and 2. Section 125.12(2)(d) allows for judicial review of municipal decisions on licenses.

¶ 7 Coralic sought review in the circuit court, asserting a basis in Wis. Stat. § 125.12(2)(d) and further asserting that review under that provision is conducted by applying certiorari review. On appeal, the parties do not discuss why certiorari review (either common law or statutory) applies, given the language of § 125.12(2)(d).² In the absence of a dispute on this topic, we will assume they are correct that certiorari review is appropriate. As we explained in *State ex rel. Bruskewitz v. City of Madison*, 2001 WI App 233, 248 Wis.2d 297, 635 N.W.2d 797:

On certiorari review, we are limited to determining whether: (1) the governmental body's decision was within its jurisdiction, (2) the body acted according to law, (3) the decision was arbitrary or oppressive, and (4) the evidence of record substantiates its decision.

Id., ¶ 11. The challenger of a municipality's decision bears the burden on review. *See Ottman v. Town of Primrose*, 2011 WI 18, ¶ 50, 332 Wis.2d 3, 796 N.W.2d 411 (“[o]n certiorari review, the petitioner bears the burden to overcome the presumption of correctness” that applies to a municipality's decision). We review the Common Council's decision, not the decision of the circuit court. *Bruskewitz*, 248 Wis.2d 297, ¶ 11, 635 N.W.2d 797. The issues in this

appeal concern the second standard, whether the Council “acted according to law.”

¶ 8 Because our review of the Common Council's decision is *de novo*, and because Coralic has the burden, we frame the issues in terms of Coralic's arguments.

A. Impartial Decision Maker

¶ 9 Coralic argues that his constitutional right to an impartial decision maker was violated when Alderman Zielinski participated in the Council vote. As we explain, Coralic fails to squarely address the pertinent circumstances and, accordingly, we reject his argument.

¶ 10 We begin by providing additional background information.

¶ 11 As permitted by statute, Alderman Zielinski filed a complaint seeking revocation of The Brew House's license. *See* Wis. Stat. § 125.12(2)(ag) (any resident of a municipality may file a sworn written complaint seeking revocation or suspension). The matter proceeded to a fact-finding hearing before the Licenses Committee, a committee on which Zielinski was a member. Zielinski recused himself from participating as a Committee member and from voting on the revocation recommendation. Instead, he participated in the hearing as an advocate for revocation and was referred to as the “complainant.” In that capacity, Zielinski, in Coralic's words, “presented the case in favor of revocation” in that he “was permitted to make ... closing remarks in support of his revocation complaint, and also presided over the presentation of witnesses in support of revocation of the License.”

¶ 12 After the hearing, the Committee voted to recommend revocation. A Licenses Committee report containing this recommendation and findings of fact and conclusions of law was submitted to the full Council. The Council voted to approve the Committee recommendation and, although this action required only a majority vote of those alderpersons present, the vote was unanimous with “15 ayes, 0 nos.” *See* City of Milwaukee, Wis., Code of Ordinances § 90–12–5–d–2 (2009). Alderman Zielinski participated in this vote, but otherwise remained silent at the Council proceeding.

*3 ¶ 13 It is Coralic's argument that, given Zielinski's role before the Committee, Zielinski's participation in the Council vote violated Coralic's right to an impartial decision maker.

¶ 14 The parties argue about whether, as a threshold matter, it is correct to characterize the Council vote as a quasi-judicial or quasi-legislative act. More specifically, the parties seemingly agree that the Committee hearing was quasi-judicial, but part ways on the characterization of the Council vote. We need not resolve this dispute because we would reject Coralic's arguments regardless how the Council proceedings are characterized.³

¶ 15 We also note that portions of Coralic's argument might be taken as asserting that the mere fact that Alderman Zielinski filed the revocation complaint would require Zielinski's recusal at the Council vote. Coralic, however, provides no legal support for this view. Moreover, a case he cites elsewhere in his briefing supports a contrary view. Specifically, *State ex rel. DeLuca v. Common Council of Franklin*, 72 Wis.2d 672, 242 N.W.2d 689 (1976), addressed a comparable situation and explained that "the mere fact that [the decision maker] had stated under oath [in a verified petition] ... that there were grounds to remove [the objector] did not disqualify [the decision maker] from subsequently sitting as an impartial adjudicator" on that same matter. *See id.* at 675–76, 690, 242 N.W.2d 689. Coralic does not suggest, much less explain why, some other rule would apply here. Thus, we are not persuaded that Zielinski's filing of the revocation complaint here disqualified Zielinski from voting on the matter as a Council member.

¶ 16 We now turn to Coralic's main argument. Coralic contends that Alderman Zielinski's role as an advocate at the Licenses Committee fact-finding hearing disqualified Zielinski from subsequently voting as a Council member on the revocation. We do not, however, consider Coralic's argument on a blank slate. Rather, in *DeLuca*, the supreme court explained that a person objecting to a decision maker's impartiality has a "heavy burden" and must overcome the presumption that the decision maker, "as a responsible ... officeholder and entrusted with great public responsibility, would adhere to his oath and reach a final decision only on [a proper] basis." *See id.* at 684, 690, 242 N.W.2d 689. To overcome this presumption, Coralic must point to "special facts and circumstances to demonstrate that the risk of unfairness was intolerably high." *See id.* at 691–92, 242 N.W.2d 689.

¶ 17 Coralic's impartial-decision-maker argument relies on two cases, but, as we explain, he fails to connect these cases to the specific circumstances here. This omission is fatal to Coralic's argument because, as we have just explained, he

bears a substantial burden on this issue and must specify why the circumstances here justify disregarding the presumption of impartiality.

*4 ¶ 18 Coralic relies on *Marris v. City of Cedarburg*, 176 Wis.2d 14, 498 N.W.2d 842 (1993). In that case, which addressed a zoning board decision, the board chairperson had made previous statements that the landowner's legal position was a " 'loophole' in need of 'closing' " and that the board members and the city attorney should try to " 'get her [the landowner] on the Leona Helmsley rule.' " *Id.* at 27, 498 N.W.2d 842. The chairperson, having made these statements, participated in both a subsequent board hearing on the matter and the decision based on that hearing. *See id.* at 22–23, 26, 31, 498 N.W.2d 842.

¶ 19 Addressing these facts, the *Marris* court first noted that "a board member's opinions on land use ... *should not necessarily* disqualify the member from hearing a zoning matter" because such decision makers are "selected from the local area" and "can be expected to have opinions about local zoning issues." *Id.* at 26, 498 N.W.2d 842 (emphasis added). The court nonetheless concluded that recusal was required largely based on the unique circumstance that the chairperson stated a desire to " 'get her [Marris].' " *See id.* at 29–31, 498 N.W.2d 842. The court concluded that this strong statement revealed an impermissibly high risk of bias because "[i]mpartial decision-makers do not 'get' the parties before them." *See id.* at 30–31, 498 N.W.2d 842.

¶ 20 Coralic's argument relying on *Marris* is brief and lacks necessary detail. He simply asserts that *Marris* should guide the result here because Alderman Zielinski's "complaint and prosecution against Brew House were undoubtedly stronger in tone and aggressiveness than anything experienced by *Marris*." Coralic, however, does not specify what was equivalent to, much less "stronger" than, the chairperson's statements in *Marris*. That is, Coralic does not point to any specific statements made by Zielinski here, much less a statement equivalent to the "get her" statement in *Marris*. Neither does Coralic specifically explain how Zielinski was otherwise out to "get" him in the sense discussed in *Marris*. So far as the record reveals, Zielinski was acting in response to constituent concerns that appeared to meet the criteria for revocation. Coralic does not adequately explain why *Marris* should guide the result in these circumstances. Accordingly, we have no reason to suppose that Zielinski's Council vote was based on anything other than these facts as applied to the relevant revocation criteria.

¶ 21 Coralic also relies on *DeLuca*, 72 Wis.2d 672, 242 N.W.2d 689. In *DeLuca*, an alderperson filed a petition for removal of a city clerk for cause and, in that petition, asserted that the allegations against the clerk were “ ‘true of his own knowledge.’ ” See *id.* at 675–76, 677, 681, 242 N.W.2d 689 (emphasis deleted). In addition, it appeared that the alderperson “conducted an *ex parte* investigation” into the matter. *Id.* at 682, 242 N.W.2d 689. The alderperson subsequently presided over a fact-finding hearing conducted by the common council and participated in the common council removal vote based on that hearing. See *id.* at 675–77, 681–82, 242 N.W.2d 689. The supreme court upheld the common council’s decision, reasoning that these facts were insufficient to show that the alderperson was “so ‘psychologically wedded’ ” to his complaint or was “the prosecutor of the case” in ways that created an intolerably high risk of bias. See *id.* at 690–92, 242 N.W.2d 689. In reaching this conclusion, the court highlighted the presumption of impartiality and the lack of a showing of “special facts and circumstances” by the city clerk. See *id.*

*5 ¶ 22 As can be seen, *DeLuca*’s result of upholding the council decision does not support Coralic’s position here. Coralic nonetheless asserts that *DeLuca* supports reversal based on a statement made by the court in the course of rejecting the argument of partiality. That statement was a general observation regarding when, in theory, a decision maker might be found not to be impartial: “the combination of bringing the charges and being an adjudicator could result in an intolerably high risk of unfairness if it could be said that this essentially converts the charge bringer into the role of prosecutor.” See *id.* at 688, 242 N.W.2d 689. Based on this concept from *DeLuca*, Coralic contends that Alderman Zielinski’s recusal from the Council vote was required because Zielinski acted like a “prosecutor” at the prior Committee hearing.

¶ 23 Here, assuming that Zielinski was a “prosecutor” within the meaning of the *DeLuca* discussion, Coralic’s argument falls short. The reason, once again, is a lack of necessary development. Coralic’s premise is that his rights were violated at the Council vote, but he does not point to any behavior or statements specific to the Council vote proceeding to support his argument. Rather, underlying Coralic’s argument is the proposition that Zielinski’s conduct at the Committee hearing had an equal effect on the Committee vote and the Council vote. It follows, according to Coralic, that Zielinski was required to recuse himself from both. The problem for Coralic

is that he does not support this proposition. If Coralic believes that this is too obvious to merit an explanation, he is mistaken, especially given that he bears the burden.

¶ 24 So far as the record and arguments reveal, the Council vote presents different circumstances than the Committee decision. An obvious example is that, at the Council vote, the primary fact finding is already accomplished and there is already a recommended course of action. Related to this, Coralic effectively ignores the basic fact that this was a two-stage process. For example, Coralic essentially concedes that it was proper for the Committee members who made the recommendation to subsequently vote on that recommendation. Implicit in this concession is the proposition that the Committee members are presumed to vote impartially at the second stage, regardless of their view at the first stage.

*6 ¶ 25 In sum, Coralic has not overcome the presumption that Alderman Zielinski, presumed to be “a responsible ... officeholder,” did not “adhere to his oath and reach a final decision only on [a proper] basis.” See *De Luca*, 72 Wis.2d at 690, 242 N.W.2d 689.

B. Committee Report’s Findings Of Fact

¶ 26 Coralic also contends that we should reverse the Council’s decision because it is based on an invalid Committee report produced by a city attorney. We are not persuaded.

¶ 27 By statute, the Licenses Committee report must contain the Committee’s findings of fact, conclusions of law, and recommended Council action. See Wis. Stat. § 125.12(2) (b) 3. The full Council then considers the Committee report when voting on the matter. See *id.* (“If the city council, after considering the committee’s report and any arguments presented by the complainant or the licensee [regarding the report], finds the complaint to be true, ... the license shall be suspended or revoked....”).

¶ 28 Here, with a city attorney present, the Committee heard evidence. After taking evidence, a Committee member moved for a vote on a recommendation of revocation and that motion identified, in general terms, the hearing evidence that supported the revocation.⁴ The motion carried. Following established practice, the city attorney then drafted the Committee’s findings of fact based on the evidence identified

by the motion. Later, the Council members—including the Council members who were Licenses Committee members—read the report before a Council vote was taken on the recommendation.

¶ 29 Coralic's argument is directed at the statutory requirement that the report contain the Committee's findings of fact. Coralic does not appear to take issue with the fact that the Committee report was prepared by a city attorney. Rather, he contends that the report does not contain the full and genuine fact finding by the Committee because the Committee members did not review the report and approve it prior to the report's submission to the full Council.

¶ 30 Our recent decision in *Questions, Inc. v. City of Milwaukee*, No.2010AP707, unpublished slip op. (WI App July 19, 2011), addressed substantially the same argument and rejected it. Although we are not bound by *Questions, Inc.*, we follow its reasoning here. In *Questions, Inc.*, we also addressed a report prepared by the Milwaukee City Attorney's Office for the Common Council's Licenses Committee. In that case, we addressed Coralic's concern as follows:

In other words, on the record before the Common Council, all members of the Licenses Committee acknowledged reading the Findings of Fact and Conclusions of Law drafted by the City Attorney's Office and no member of the Committee spoke up to say that they did not approve of the document as drafted. Each committee member's acknowledgement of receipt and failure to object is sufficient to demonstrate that the document accurately represented the Committee's findings and recommendations. *Questions* points to no statute or ordinance stating that more needed to be done to secure the committee members' approval.

*7 *Id.*, ¶ 31.

¶ 31 Here, as in *Questions, Inc.*, each Council/Committee member acknowledged having read the report and none spoke up to say that he or she did not approve of the document as drafted. Accordingly, we reject Coralic's premise that the findings were not the Committee's findings. Coralic couches his argument in due process terms, but he points to no specific due process requirement for something more, given what we have just discussed.

¶ 32 In an attempt to bolster his argument, Coralic points to the testimony taken by the circuit court of Alderman Bohl, a Committee member. However, in light of our analysis in *Questions, Inc.*, which we adopt here, we fail to see

why Bohl's testimony matters. By adopting the reasoning of *Questions, Inc.*, we have concluded that we may assume that Committee members adopt the findings in a report prepared by a city attorney when, at the subsequent Council meeting, they acknowledge having read that report and do not object to it. Coralic points to nothing in Bohl's testimony that undercuts that reasoning. And, our own review of Bohl's testimony reveals no suggestion that he does not agree with the findings in the report.

¶ 33 Moreover, we do not agree with Coralic's characterization of Alderman Bohl's testimony. Coralic asserts that Bohl's testimony showed that, in Coralic's words, the Committee report “left out critically important information” considered by the Committee. The apparent suggestion here is that Bohl did not agree with the findings in the report. Coralic's assertion, however, depends on an incomplete reading of Bohl's testimony.

¶ 34 It is true that, at one point, Alderman Bohl appeared to state that, as a general matter, he may at times cast his Council vote based on facts outside the Committee report's findings. However, even taken in isolation, this statement does not indicate disagreement with the Committee report's findings in this case. Rather, it is merely an acknowledgment of what is common sense—that Bohl's knowledge of the hearing evidence may be greater than that of Council members who are not on the Licenses Committee. Further, taken in context, Bohl's comments were not an assertion that he considers *different* categories of evidence not accounted for in the report's findings. Rather, his comments were that his participation in the fact-finding proceeding means that his understanding of the items contained in the findings is more “substantial” than a Council member who did not participate. Once again, this is common sense and it does not support a conclusion by this court that the report did not contain the findings of the Committee as a whole.⁵

Conclusion

*8 ¶ 35 For the reasons discussed, we reverse the circuit court's decision vacating the Common Council's license revocation.

Order reversed.

Not recommended for publication in the official reports.

All Citations

337 Wis.2d 427, 805 N.W.2d 734 (Table), 2011 WL 3612250,
2011 WI App 136

Footnotes

- 1 All references to the Wisconsin Statutes are to the 2009–10 version unless otherwise noted.
- 2 Wisconsin Stat. § 125.12(2)(d) states:

(d) *Judicial review.* The action of any municipal governing body in granting or failing to grant, suspending or revoking any license, or the failure of any municipal governing body to revoke or suspend any license for good cause, may be reviewed by the circuit court for the county in which the application for the license was issued, upon application by any applicant, licensee or resident of the municipality. The procedure on review shall be the same as in civil actions instituted in the circuit court. The person desiring review shall file pleadings, which shall be served on the municipal governing body in the manner provided in ch. 801 for service in civil actions and a copy of the pleadings shall be served on the applicant or licensee. The municipal governing body, applicant or licensee shall have 20 days to file an answer to the complaint. Following filing of the answer, the matter shall be deemed at issue and hearing may be had within 5 days, upon due notice served upon the opposing party. The hearing shall be before the court without a jury. Subpoenas for witnesses may be issued and their attendance compelled. The decision of the court shall be filed within 10 days after the hearing and a copy of the decision shall be transmitted to each of the parties. The decision shall be binding unless it is appealed to the court of appeals.
- 3 This disagreement aside, both parties seem to assume that some degree of due process applies to the revocation. For purposes of this opinion, we will likewise assume that this is correct.
- 4 The motion was for revocation "based upon the police report, based upon neighborhood testimony, [and based upon] testimony provided by the captain of the local police district."
- 5 We do not address additional arguments by Coralic that assume he has persuaded us that the Committee report does not contain the findings of the Committee. For example, Coralic relies on *Lamar Central Outdoor, Inc. v. Board of Zoning Appeals of Milwaukee*, 2005 WI 117, 284 Wis.2d 1, 700 N.W.2d 87, but his accompanying argument assumes that the Committee report's findings were not the Committee's findings. In addition, Coralic cites circuit court testimony from another Council member, but does not explain how this testimony adds anything of substance.

RESOLUTION OF THE ECONOMIC DEVELOPMENT COMMITTEE

Creating the Wausau Affordable Housing Regional Task Force as a special committee

Committee Action: Approved 4-0

Fiscal Impact: None

File Number: 21-0514

Date Introduced: May 25, 2021

RESOLUTION

WHEREAS, the Common Council wishes to create a special committee pursuant to Rule 13D., WMC 2.16, entitled Wausau Affordable Housing Regional Task Force (“Task Force”) to provide community-led affordable housing policy and tactic recommendations to the public, the Wausau City Council, the greater Wausau area municipal and county governments, and developers about how to meet the affordable housing needs of Wausau and Marathon County; and

WHEREAS, the Task Force will assess the current and projected future landscape of housing affordability in the City of Wausau and Marathon County, evaluate current programs and initiatives to produce new affordable units and preserve existing ones, and make recommendations to accelerate our collective ability to meet the affordable housing needs of the community; and

WHEREAS, the Task Force will craft and present recommendations for Wausau’s economic and affordable housing interests, including the development of policy recommendations consistent with applicable state and federal laws, and if applicable, U.S. Housing and Urban Development and local public housing authority guidelines; and

WHEREAS, the Task Force shall be comprised of seven (7) members appointed by the Mayor and confirmed by the Common Council, each to serve a term of two years, consisting of at least one (1) common council member, one (1) affordable housing consumer, one (1) Community Development Authority member; one (1) representative from the North Central Community Action Program and three (3) citizen members representing either another unit of government or an affordable housing advocacy group; and

WHEREAS, the Wausau Affordable Housing Regional Task Force will have the following tasks and objectives, along with other duties as delegated to it by the Mayor and Common Council from time to time:

1. Investigate and analyze what affordable housing means to consumers.
2. Inventory and evaluate Wausau’s current affordable housing stock.
3. Participate in community engagement activities and dialogues about affordable housing needs.
4. Analyze the costs to developers, city incentives, as well as consumer costs.
5. Assess and analyze Wausau’s municipal code, looking for potential regulatory barriers that unnecessarily decrease housing affordability.

6. Investigate the role of transit and transportation with regards to access to affordable housing.
7. Identify ways to lower the cost of building, renovating, and financing appropriate quality housing, including affordable housing.
8. Suggest additional research, data, and analysis to be undertaken in order to reach the Task Force and community's goals.
9. Recommend priorities for local actions proposed by the Wausau Affordable Housing Regional Task Force.
10. Conduct a public hearing on the proposed recommendations.
11. Provide and present affordable housing policy recommendations to the Wausau City Council, other units of government, and local non-profit organizations.
12. Develop a plan of action for Wausau Affordable Housing Regional Task Force recommendations.
13. Facilitate communications between the Wausau Affordable Housing Regional Task Force, other local governmental units, and the public.
14. Analyze how displacement and gentrification susceptibility affects housing affordability.
15. Advance strategies that support equitable neighborhood rejuvenation.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Wausau, that there is hereby created a Wausau Affordable Housing Regional Task Force as a special committee of the Common Council to carry out its assigned duties.

Approved:

Katie Rosenberg, Mayor

MINUTES

Economic Development Committee

Date | time Tuesday, May 4, 2021 at 5:15 P.M. | *Meeting called to order by* Neal at 5:16 P.M.

In Attendance

Committee Members Present: Tom Neal (chair), Sarah Watson, Becky McElhaney and Tom Kilian

Committee Members Absent: Lisa Rasmussen

Others Present: Mayor Katie Rosenberg, Debra Ryan, Kevin Porter, Brad Lenz, Anne Jacobson, MaryAnne Groat, Patrick Peckham, Lou Larson, Bruce Grau Sean Fitzgerald and Shannon Graff

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

Agenda Item #3 – Discussion and possible action on adopting a charter for an affordable task force for the City of Wausau

The Mayor discussed the affordable housing task force as presented in the packet and asked the committee for input into the task force recommendation.

Neal asked about the membership structure of the committee. The Mayor responded it would be similar to other committees and she would appoint people who have applied based on interest and background. She provided insight as to who she envisions being part of the task force.

Neal asked if the Mayor anticipates the meetings being monthly and the Mayor responded she thinks it will be at least monthly if not more depending on what's discussed and decided.

Neal asked the Mayor when she anticipates a document outlining affordable housing assets in the city would be available. The Mayor responded if the committee wants a thorough presentation it could take a year.

Kilian asked if an action timeframe could be attached to the task force. Mayor responded that isn't a problem.

Neal commented about people moving out of Wausau or moving downtown that perhaps their properties could become part of the housing stock and considered for affordable housing.

Kilian suggested that anti-gentrification policies would be integral with this task force.

Ald. Peckham commented it might be wise to delay the approval of the committee until the city has had time to reach out to other communities to see if they want to participate.

Neal suggested keeping this a Wausau-based task force because the committee is here to serve the City of Wausau. The Mayor stated there is merit in having discussion regionally and potentially attracting federal or state funding for a project.

Ald. Ryan spoke against the task force noting the city already has agencies who work with affordable housing issues and does not think an effort should be embodied under the Economic Development Committee. Neal responded this task force is an effort from the council as a whole and it is not strictly under the ED committee.

Larson spoke against a task force for the long term and agreed with Ryan that there are other city resources that can be tapped.

Watson spoke in support of the task force because it puts a spotlight on an issue and could potentially spread light on larger issues.

The Mayor indicated affordable housing isn't a money maker and feels it does deserve extra attention. She views affordable housing as a service the city provides and does not think 60 to 90 days is enough time to come to a thoughtful resolution. The task force idea was devised from comments made by this committee.

Grau spoke against the task force and does not feel it will be successful in relieving the stress of affordable housing but does believe in its mission. He stated affordable housing is more than putting a roof over someone's head.

Kilian does not feel rushing the data would produce a positive outcome but does recognize the urgency of the issue and doesn't think the city can wait for a year to accomplish this task.

Porter spoke on behalf of Wausau Area Builders Association and mentioned the possibility of a missing link between builders and city officials to work on this issue together.

*Motion by Watson, second by McElhaney to approve the creation of a city affordable housing task force.
Motion passed 4-0.*

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

RESOLUTION OF THE FINANCE COMMITTEE

Approving Modification of the 2021 Budget – Fire Department Capital Replacement

Committee Action: Approved 5-0

Fiscal Impact (2021): \$9,632

File Number: 20-1109

Date Introduced: May 25, 2021

FISCAL IMPACT SUMMARY

COSTS	<i>Budget Neutral</i>	Yes ☐ No ☒	
	<i>Included in Budget:</i>	Yes ☐ No ☒	<i>Budget Source: 2020 Budgets</i>
	<i>One-time Costs:</i>	Yes ☒ No ☐	<i>Amount: \$9,362</i>
	<i>Recurring Costs:</i>	Yes ☐ No ☒	<i>Amount:</i>
SOURCE	<i>Fee Financed:</i>	Yes ☒ No ☐	<i>Amount: Sale of Excess Assets</i>
	<i>Grant Financed:</i>	Yes ☐ No ☐	<i>Amount:</i>
	<i>Debt Financed:</i>	Yes ☐ No ☐	<i>Amount Annual Retirement</i>
	<i>TID Financed:</i>	Yes ☐ No ☐	<i>Amount:</i>
	<i>TID Source: Increment Revenue ☐ Debt ☐ Funds on Hand ☒ Interfund Loan ☐</i>		

RESOLUTION

WHEREAS, the Fire Department has sold excess equipment on GovDeals.com and expects total proceeds to be about \$9,362, and

WHEREAS, the Fire Department requests to reinvest these proceeds to purchase new items including but not limited to chainsaws, hand tools and rescue equipment, and

WHEREAS, the Finance Committee has reviewed the requests and recommends a budget modification to allow such purchases

Increase - Sale of Capital Equipment 240-450088310	\$9,362
Increase – Other Capital Equipment – Replacement 240-450098191	\$9,362

BE IT RESOLVED, by the Common Council of the City of Wausau that the proper City Officials be and are hereby authorized and directed to modify the 2021 budget as presented and to publish the budget modification on the City’s website as required.

Approved:

Katie Rosenberg Mayor

FINANCE COMMITTEE

Date and Time: Tuesday, May 11, 2021 @ 5:15 pm., Council Chambers

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

Others Present: Maryanne Groat, Anne Jacobson, Ben Bliven, Brad Lenz, Katie Rosenberg, Sean Fitzgerald, Jamie Polley, Leslie Kremer, Philip Cosson, Wesley Yuds, Carol Langbehn

Discussion and possible action regarding budget modification in the Fire Department budget

Groat discussed that the request is to use proceeds from excess equipment sales to purchase other equipment.

Motion by Ryan, second by Herbst to approve the budget modification. Motion carries 5-0.



Memorandum

From: Robert Barteck, Interim Fire Chief *RB*
To: Finance Committee
Date: May 5, 2021
Subject: Budget Modification

Purpose:

To discuss a budget modification in the Fire Department budget to move funds from the Sale of Fixed Assets 110-50088310 over to Other Capital Equipment – Replacement 240-450098191 within the Fire Department budget. This would allow the Fire Department to use the funds generated from the sale of retired equipment to purchase replacement equipment.

Recommendation:

That you approve the following: Move current funds and future deposits from GovDeals.com from the Sale of Fixed Assets line# 110-50088310 over to Other Capital Equipment - Replacement line# 240-450098191. Currently, the Sale of Fixed Assets line has \$9361.27 in that line.

Facts or Considerations:

Background:

The Fire Department has been selling retired equipment using Govdeals.com online auction site. This equipment has included chain saws, snowblowers, Haz-Mat meters, and a large variety of other equipment. A backlog of retired equipment had been collected in the fire stations for several years. In accordance with City Policy, that backlog of retired equipment began being liquidated in 2020.

Revenue from the sale of these items has been deposited into a line in the Fire Department budget titled Sale of Fixed Assets 110-50088310. The fire department is unable to spend those funds from that line and would like to move the current funds and future revenues into Other Capital Equipment-Replacement 240-450098191 where the department can use those funds to purchase replacement equipment.

Discussion:

This is a simple budget modification to allow the fire department to use revenue generated from the sale of retired equipment to purchase new replacement equipment such as chainsaws, hand-tools, rescue equipment, positive pressure fans, etc.

Rationale:

These funds were generated through the sale of equipment that had been purchased in the previous year's budgets. Therefore the Fire Department could use recovered funds to aid in the replacement of like equipment

Impact:

The budget modification would have no impact on the overall Fire Department budget.

Coordination:

The Fire Department will work with Finance Department to make the changes.

Drafted by: Interim Fire Chief Robert Barteck, Fire Department

Attached: N/A

Cc: Mayor

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

RESOLUTION OF THE FINANCE COMMITTEE

Approving Modification of the 2021 Budget – Transit

Committee Action: Approved 5-0

Fiscal Impact (2021): \$46,446

File Number: 20-1109

Date Introduced: May 25, 2021

FISCAL IMPACT SUMMARY

COSTS	<i>Budget Neutral</i>	Yes ☐ No ☒	
	<i>Included in Budget:</i>	Yes ☐ No ☒	<i>Budget Source: Transit Reserves and Unspent Operating Assistance</i>
	<i>One-time Costs:</i>	Yes ☒ No ☐	<i>Amount: \$46,446</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: \$201,785</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, MetroRide has requested an opportunity to repurpose unspent federal operating assistance to replace an existing service truck and minivan and retain consulting services to analyze the effectiveness of our transit system and make recommendations for improvements, and

WHEREAS, Director Seubert suggests meeting the \$46,446 local share portion of the expenditure with levy dollars that rolled to his reserves in 2020; and

WHEREAS, the Finance Committee has reviewed the requests and recommends a budget modification to allow such purchases

Increase – Other Professional Services 164-291092190	\$120,000
Increase – Machinery and Equipment 164-11650	\$132,231
Increase – Reserve Funds 164-30003	\$252,231

BE IT RESOLVED, by the Common Council of the City of Wausau that the proper City Officials be and are hereby authorized and directed to modify the 2021 budget as presented and to publish the budget modification on the City's website as required.

Approved:

Katie Rosenberg Mayor

FINANCE COMMITTEE

Date and Time: Tuesday, May 11, 2021 @ 5:15 pm., Council Chambers

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

Others Present: Maryanne Groat, Anne Jacobson, Ben Bliven, Brad Lenz, Katie Rosenberg, Sean Fitzgerald, Jamie Polley, Leslie Kremer, Philip Cosson, Wesley Yuds, Carol Langbehn

Discussion and possible action on Metro Ride Funding Request/Budget Modification

Greg Seubert stated that the funding request is solely a shift of money that is already in the Metro Ride budget and will be used for a couple of capital projects.

Motion by Watson, second by Martens to approve the funding request/budge modification for Metro Ride. Motion carries 5-0.

Metro Ride Funding Request

Project	Total Cost	Fed/State Share	Other	City of Wausau	Comment
Service Truck	\$100,000	\$80,000		\$20,000	Unspent 2020 Operating Assistance Funds
Supervisor Van	\$32,231	\$25,785		\$6,446	Unspent 2020 Operating Assistance Funds
TDP	\$120,000	\$96,000	\$4,000	<u>\$20,000</u>	WisDOT Planning Funds
Total Funding Request				<u><u>\$46,446</u></u>	

Prepared by: Greg Seubert, Transit Director
4/14/2021

Request for Funds

Project: Service Truck Replacement

Amount Requested: \$20,000

Project Description

Replacement of an existing service truck with a 4x4 plow truck with dump box and tailgate spreader.

Project Budget

Unspent federal operating assistance will be repurposed to fund 80% of this project. Those funds will lapse if unused.

Federal (80%)	\$80,000
City of Wausau (20%)	<u>\$20,000</u>
Total	\$100,000

Submitted by Greg Seubert, Transit Director

4/14/2021

Request for Funds

Project: Supervisor Van Replacement

Amount Requested: \$6,446

Project Description

Replacement of 2005 minivan to be used as a supervisor vehicle and to transport customers and employees as necessary.

Project Budget

Unspent federal operating assistance will be repurposed to fund 80% of this project. Those funds will lapse if unused.

Federal (80%)	\$25,785
City of Wausau (20%)	<u>\$6,446</u>
Total	\$32,231

Submitted by Greg Seubert, Transit Director

4/14/2021

Request for Funds

Project: Transit Development Program (TDP)

Amount Requested: \$20,000

Project Description

The transit commission has approved a proposal to seek consultant services for the preparation of a transit development program (TDP). The TDP is normally prepared every 5 years, pursuant to federal requirements. The transit commission desires to pursue the project one year early in order to address concerns regarding falling ridership and unmet transit needs in the community.

Project Scope

The purpose of the study is to evaluate Metro Ride services and obtain recommendations to improve efficiency and effectiveness and address unmet transit needs in the community. The consultant would evaluate operating structure, financial condition and system performance; analyze current transit demand and identify transit service gaps; consider service restructuring and the incorporation of alternative service delivery modes; recommend technology solutions to improve access and ease of use for the customer; and propose a five-year operating and capital budget for proposed alternatives.

Project Budget

State/federal (80%)	\$96,000
Wausau MPO (3%)	\$4,000
City of Wausau (17%)	<u>\$20,000</u>
Total	\$120,000

Submitted by Greg Seubert, Transit Director
4/14/2021

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

RESOLUTION OF THE PARKS & RECREATION COMMITTEE

Approving Tandem Mobility, LLC Master Services Agreement for operation of a bike share program

Committee Action: Approved 5-0

Fiscal Impact: Two year agreement totaling \$25,150 – year one \$13,900, year two \$11,250 utilizing \$16,550 remaining grant funding and \$4,500 settlement, \$4,100 unfunded

File Number: 21-0518

Date Introduced: May 25, 2021

FISCAL IMPACT SUMMARY

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

RESOLUTION

WHEREAS, the City entered into a contract with Zagster, Inc. n/k/a Micromobility Transitions, Inc., on July 11, 2019, to offer a bike share program to the community; and \$18,000 of the \$36,000 grant received from the Community Foundation of North Central Wisconsin, was paid to Zagster for 10 bicycles, two stations and the use of Zagster technology and application; and

WHEREAS, the City was notified on June 16, 2020, that Zagster, Inc. had dissolved and liquidated the majority of the corporation's operating assets; and

WHEREAS, on August 13, 2020, a claim was filed in the amount of \$18,000 against Micromobility Transitions, Inc. f/k/a Zagster, Inc., settlement of which was approved by the Common Council on April 13, 2021, File Number 20-1018, and the claim assigned to Edison Partners, VIII L.P., in exchange for payment of \$4,500 to the City by the Liquidating Trustee, Schneider Downs Meridian, LP, under that Trust Agreement dated May 12, 2020; and

WHEREAS, the City retained the bicycles and stations and staff has been negotiating with a number of bike share companies in an attempt to utilize the current assets, while implementing a new mobile software application and provide the maintenance of the bicycles; and

WHEREAS, your Parks and Recreation Committee met on May 3, 2021, and recommended reinstituting a bike share program and approving an agreement with Tandem Mobility, LLC for a two-

year term for \$25,150 for a license to use proprietary bicycle rental management software and mobile application and maintenance services, among other services.

NOW, THEREFORE, BE IT RESOLVED that the Common Council hereby approves reinstituting its bike share program and contracting with Tandem Mobility, LLC, to provide the services described herein and authorizes staff to execute documents in conformity herewith.

Approved:

Katie Rosenberg, Mayor

DRAFT

CITY OF WAUSAU – PARK AND RECREATION COMMITTEE MEETING MINUTES

Date/Time: May 3, 2021 at 4:30 p.m.

Location: Council Chambers, City Hall

Members Present: Tom Kilian, Lou Larson, Tom Neal, Pat Peckham (c), Sarah Watson

Others Present: Jamie Polley-Director

1. In accordance with Chapter 19, Wisc. Statutes, notice of this meeting was posted and sent to the Daily Herald in the proper manner. A quorum was present and the meeting was called to order by Chairman Peckham at 4:30pm.

2. Public Comment – none brought forward

3. Approval of Minutes – April 5, 2021 – **Motion** by Neal, second by Larson to approve the Park and Recreation Committee draft April 5, 2021 minutes. Motion **carried** by voice vote, vote reflected as 5-0.

5. Discussion and Possible Action to Reinstitute the Bike Share Program – In 2019 the City entered into a contract with Zagster to offer a bike share program to the community. The program was funded through a grant received from the Community Foundation of North Central Wisconsin. Within months of launching the program, Zagster filed for bankruptcy. Over the past year staff has been speaking with a number of other bike share companies. The City has retained the bikes and stations. In reviewing the companies, staff sought out a company that could utilize the current assets while implementing a new mobile software and provide the maintenance. Staff would like to move forward with Tandem Mobility. They had the most service and provide turn-key operation utilizing existing bikes that have already been purchased. At this time a two year contract is required for a total of \$25,150. There is currently \$16,550 remaining in the grant fund. In addition, the \$4,500 that the City received as a settlement with Zagster could also go towards the program. The first year program cost is \$13,900. The remaining \$4,100 needed for the second year could be funded through additional grants or included in the 2022 budget. Polley discussed details regarding the contract and costs. The program includes software and is run off a smartphone where a QR code is used to pay to unlock the bike. Polley answered additional questions on how the program would operate. **Motion** by Neal, second by Watson to approve reinstituting the Bike Share program with the direction to seek sponsorship, additional grants or utilize room tax for the \$4,100. Motion **carried** by voice vote, vote reflected as 5-0.

Overview



INTRO

Tandem Mobility was born out of a desire to help develop and manage complete mobility solutions with our community partners. We provide turnkey pedal and e-bike programs, with complete oversight of the physical assets, software, operations and maintenance, and customer support. By partnering with premium providers in the industry we deliver solutions that allow you to focus on improving mobility programming while we execute on the details.

 **Premium solution including industry leading software**

 **Flexible offerings to meet specific community goals**

 **Consultative approach with expert trusted advisors**



Turnkey Program Features



Hardware



Software



Operations



Customer Support



Marketing



Account Management

TANDEM MOBILITY

Pedal Bikes



<https://www.tandem-mobility.com/>

Comprehensive Offering



Physical Assets	Existing bikes are immediately available - Annual hardware quality review and update with a commitment to high quality aesthetically pleasing bikes. - Includes theft coverage up to 10% fleet loss per year
	Existing racks are immediately available 2 : 1 ratio racks to bikes (e.g. 5 bikes per 10-rack station) - Ability to integrate public racks into system
	Fully automated unlock process through the Movatic app
	Branding for existing bikes and stations - We will replace existing bike branding with that of the local program - Custom system branding available
Software <i>by Movatic</i>	Tandem has partnered with Movatic to provide best-in-industry software to host rides, memberships, rider payments, maintenance support, customer service, and system data. Learn more at the end of this PDF. - Flexible membership support with the option of building memberships across communities. - Dashboard to view and export performance data
Operations	Standard maintenance package includes biweekly mechanic visit, maintenance, repairs, cleaning, and rebalancing. Ability to purchase an enhanced or premium operations package.
Rider Support	Rider support via phone, app, and email.
Marketing	Landing page for your specific program.
	Templated materials to help you promote the system.
	Promo codes, and rider email capabilities to help you promote the program.
	All rider data is exportable so you can pull and use your own marketing resources to reach your riders.
Account Management	Dedicated account manager for your program including unlimited email communication, quarterly program check-in, annual system review, and ongoing advising to ensure the system is performing optimally.
Insurance	Included general liability, umbrella, workers comp, and auto coverage.

Turnkey Bikeshare

Full Turnkey: Physical assets, software, maintenance and program operations, rider support, marketing, account management, and insurance.	\$2,000 / bike / year
Operations Turnkey: Software, maintenance and program operations, rider support, marketing, account management, and insurance.	\$1,250 / bike / year
Movatic platform fee for payment processing	3.1%+ Merchant Fees

Upgrade your Package

Enhanced Operations: Weekly mechanic visits, repairs, and rebalancing. Bi-weekly maintenance and cleaning.	+ \$200 / bike / year
Premium Operations: Twice weekly mechanic visits, on-demand repairs, and rebalancing. Bi-weekly maintenance and cleaning. Required for e-mobility operations	+ \$500 / bike / year
Full Fleet Theft Coverage	+ \$200 / bike / year

A-La-Carte Bike Share

Bikes: New Bike with Lock + Branding	\$1,400 / bike
Stations: New Station with 10 racks	\$3,600 / rack
Maintenance Operations: Standard maintenance + Insurance	\$750 / bike / year
Program Operations: Customer Support + Account Management	\$500 / bike / year
Customer Support: Monday through Friday: App, Phone, Email	\$250 / bike / year
Software & Consulting: Movatic Software License - including AXA lock and account management support for initial setup, quarterly check ins and email access	\$150 / bike / year
Software: Movatic Software License - including AXA lock	\$120 / bike / year
Bike Branding: Branding including basket, fender(s), downtube(s), front tube, and QR codes	\$50 / bike
Station Branding: Front and Back including instructions and branding	\$200 / station

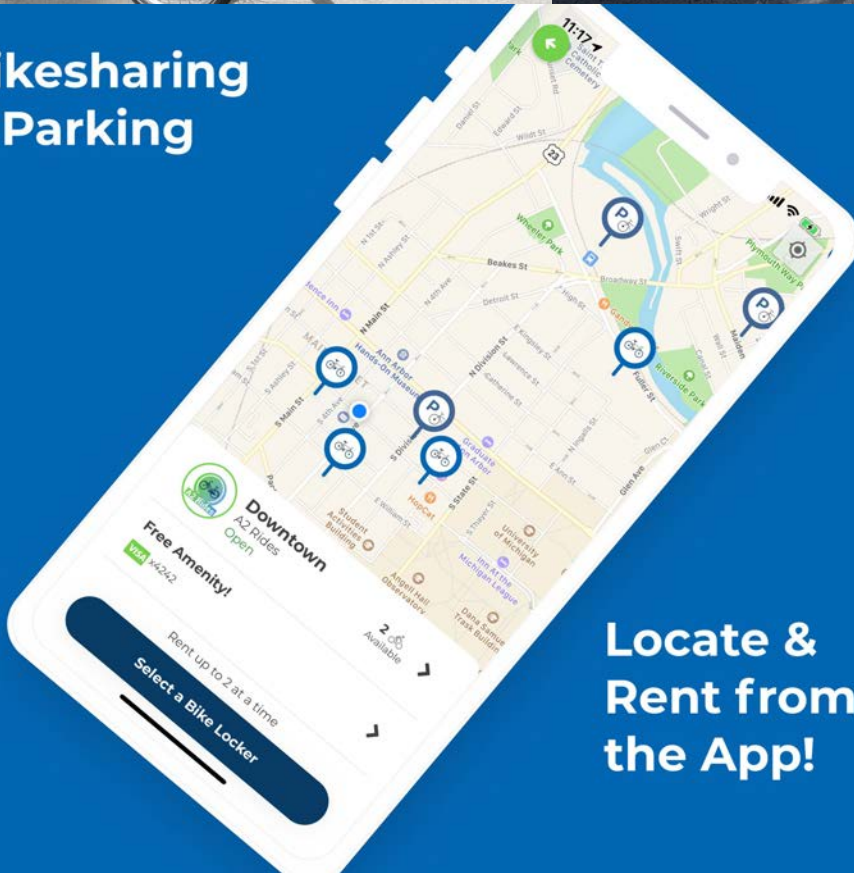
MOVATIC



Program Software



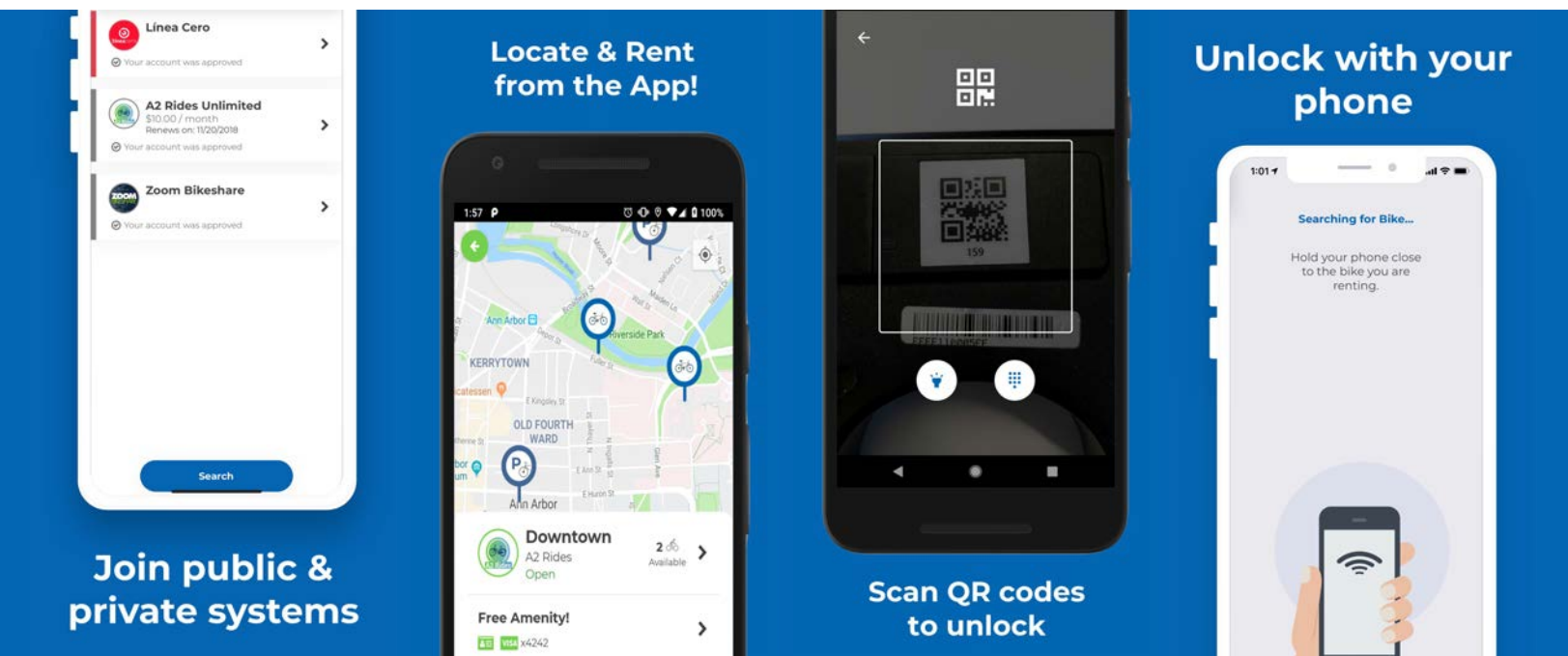
**Bikesharing
& Parking**



**Locate &
Rent from
the App!**



APP OVERVIEW



Simple Sign Up Process



Public or Private Systems



QR Code Support



System & Rental Walk Through



Custom System Branding



Integrated Payment



Rental History & Ratings

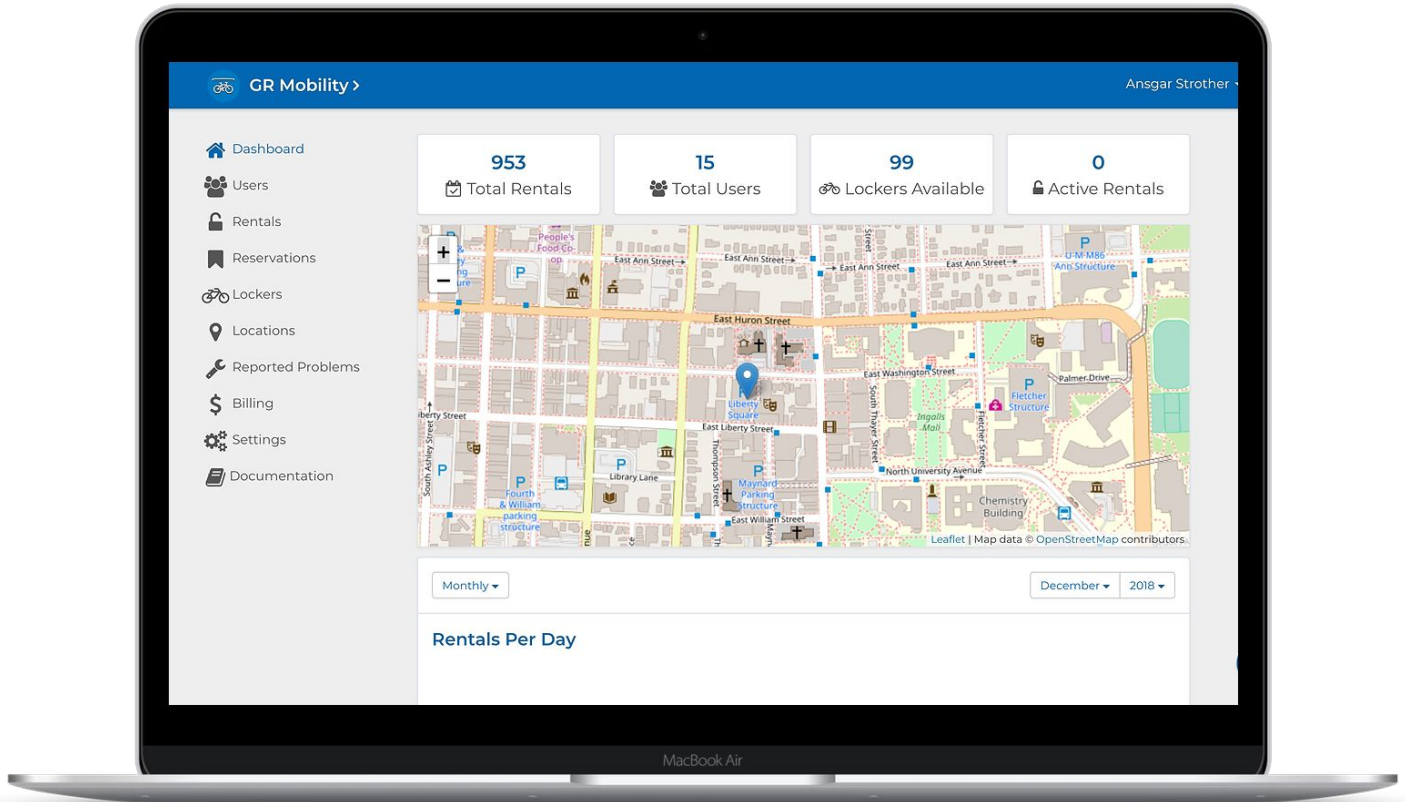


Error Report & Support



Concurrent Rental Support

MANAGEMENT OVERVIEW



**Real Time
Management**



**Customer Support
Module**



**Maintenance App &
Ticketing System**



**Flexible Pricing
Options**



**Memberships Paid
& User Limited**



**Exportable
CSV Data**

FEATURE LIST

Bike Share Modes	Docking stations
	Virtual stations
	Round trips
	Free floating
Private Systems	Option to have system hidden until authorized
	Members only systems
	Time based auth expiration
Rental	Checkout and return
	End rental location and lock status checks
	Multiple rentals at a time, max number of rentals
	Automated rental error reporting
	Rental length warnings
	Exportable data
Billing	Fixed duration pricing for example \$40 per day
	On demand pricing for example \$1 + \$.10 per minute
	Free time per rental for example first hour free of each rental
	Long term rental pricing, multi day week long rentals
	Credit card and debit cards
	Automatic fund deposit
	Full or partial refunds
	Email receipts
	Exportable data for reconciliation
Memberships	Limit access memberships: admin, email or password auth, with the option to add an expiration period.
	Members only discounts
	Monthly or annual pricing
	Create different membership options for employee vs guest access to members only systems.
	Easily create exclusive student sponsor or low income pricing

FEATURE LIST

Users App	Rental history
	Simple sign up
	Report system Issues
	QR code support
	First time rider walk through
	Quick rental procedure
Management	Ban users
	Respond to user reported issue
	Operational hours
	Tiered admin access levels restrict access based on admin role
Movatic App Branding & Customization	In app custom logos and colors
	Branded emails
	Customizable terms of service
Internationalization	Global currency support
	International language support
Marketing	Coupons
	Engagement emails (coming soon)
Customer Support	Users can easily report issues via the app
	Respond to users issues with automatic communication logging
	Escalate user reported issues into maintenance tickets
Maintenance	Automatic ticket creation
	Recurring tasks
	Task and maintenance logging
	Ticket assignment and management
Maintenance App	Unlock
	Maintenance ticket and task recording
White Label Apps	App listing in the App and Play Store
	Fully branded app to promote your brand
	Ability to customize functionality



DRAFT QUOTE

Wausau, WI

Date
Apr 20, 2021

Expiry
Jul 20, 2021

Quote Number
QU-0034

Reference
Operations Only Turnkey
Pedal Bike Share

Tandem Mobility
Attention: Keli Hoyt-Rupert
3482 S Lyn Haven Dr.
Grand Rapids MI 49512
UNITED STATES

Wausau Bike Share: Year One

Description	Quantity	Unit Price	Discount	Tax	Amount USD
Turnkey Bike Share Operations 9 bikes / 2 stations Recurring annual fees Term: 2 years Launch date: TBD	9.00	1,250.00	0.00%	Tax on Sales	11,250.00
Custom Station Sign Branding (double-sided), includes installation	2.00	200.00	0.00%	Tax on Sales	400.00
Custom Bike Branding, includes multiple frame and basket placements & installation	9.00	50.00	0.00%	Tax on Sales	450.00
One time fee per bike for Turnkey Operations contracts less than 3 years (100% of the fee may be applied to 3rd year annual fees upon renewal)	9.00	200.00	0.00%	Tax on Sales	1,800.00
Subtotal					13,900.00
TOTAL USD					13,900.00

Terms

Additional Fees related to Rider Revenue:
Stripe fees for credit card processing + 3.1% platform fee on all fees charged to users.

Standard Turnkey Bike Share Operations includes software, standard maintenance and program operations, rider support, marketing, account management, and insurance.



DRAFT QUOTE

Wausau, WI

Date
Apr 20, 2021

Expiry
Jul 20, 2021

Quote Number
QU-0035

Reference
Operations Only Turnkey
Pedal Bike Share

Tandem Mobility
Attention: Keli Hoyt-Rupert
3482 S Lyn Haven Dr.
Grand Rapids MI 49512
UNITED STATES

Wausau Bike Share: Year Two

Description	Quantity	Unit Price	Discount	Tax	Amount USD
Turnkey Bike Share Operations 9 bikes / 2 stations Recurring annual fees Term: 2 years Launch date: TBD	9.00	1,250.00	0.00%	Tax on Sales	11,250.00
Subtotal					11,250.00
TOTAL USD					11,250.00

Terms

Additional Fees related to Rider Revenue:
Stripe fees for credit card processing + 3.1% platform fee on all fees charged to users.

Standard Turnkey Bike Share Operations includes software, standard maintenance and program operations, rider support, marketing, account management, and insurance.

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

ORDINANCE OF THE PLAN COMMISSION

Rezoning 510 South 32nd Avenue/3205 Seymour Lane from I, Institutional Zoning District to SR-2, Single Family Residential-2 Zoning District.

Committee Action: Approved 7-0

Fiscal Impact: None.

File Number: 21-0513

Date Introduced: May 25, 2021

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

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

WEST WAY ACRES ADD LOTS 1 & 2, BLK 2 AS SHN ON CSM VOL 2 PG 21, MORE
COMMONLY KNOWN AS 510 SOUTH 32ND AVENEUE/3205 SEYMOUR LANE

**now comprising a part of I, Institutional Zoning District according to the Zoning Ordinance
of the City of Wausau is hereby rezoned to SR-2, Single Family Residential-2 Zoning District.**

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

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

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

Adopted:
Approved:
Published:
Attest:

Approved:

Katie Rosenberg, Mayor

Attest:

Leslie M. Kremer, City Clerk

PLAN COMMISSION

Time and Date: The Plan Commission met on Tuesday, May 18, 2021, at 5:00 p.m. in the Common Council Chambers of Wausau City Hall.

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

Others Present: Brad Lenz, William Hebert,

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

Mayor Rosenberg called the meeting to order at approximately 5:00 p.m. noting that a quorum was present.

PUBLIC HEARING: Discussion and possible action on rezoning 510 South 32nd Avenue/3205 Seymour Lane from I, Institutional Zoning District, to SR-2, Single Family Residential-2 Zoning District.

Lenz said there are two addresses for this single property. This is the former fire station that was put up for sale by the City. The initial proposal was not well received. The current proposal will entail a substantial renovation and will fit in with the surrounding neighborhood. Lenz added that an email was received in support of the request, but the building will remain on the parcel.

Mayor Rosenberg closed the public hearing.

Neal motioned to rezone 510 South 32nd Avenue/3205 Seymour Lane from I, Institutional Zoning District to SR-2, Single Family Residential-2 Zoning District. Bornemann seconded, and the motion carried unanimously 7-0. This item will go to Common Council on May 25, 2021.



Memorandum

From: Brad Lenz
 To: Plan Commission
 Date: May 13, 2021
 Subject: Zoning Map Amendment for 510 S. 32nd Avenue

Background

The subject parcel is currently owned by the city of Wausau and contains the former west side fire station. Once the new fire station was opened along Highway 52 Parkway, the building at 510 S. 32nd Avenue was decommissioned and offered for sale by the City. A potential buyer is interested in converting it to a single-family home. The current zoning of the property – Institutional (I) – is essentially left over from when the building was an operating fire station; it would not allow a single-family residence.

Amendments to Zoning Map

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

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

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

Staff Comments

The proposed zoning of the property, Single Family Residential-2 (SR-2) District, is more restrictive than the existing Institutional district. SR-2 is intended to allow single-family homes, which is generally seen as the most unobtrusive land use, along with a handful of related uses. The attached zoning map shows that the SR-2 district exists adjacent to the subject property on three sides. South 32nd Avenue would serve as a dividing line between residential and commercial properties south of Seymour Lane.

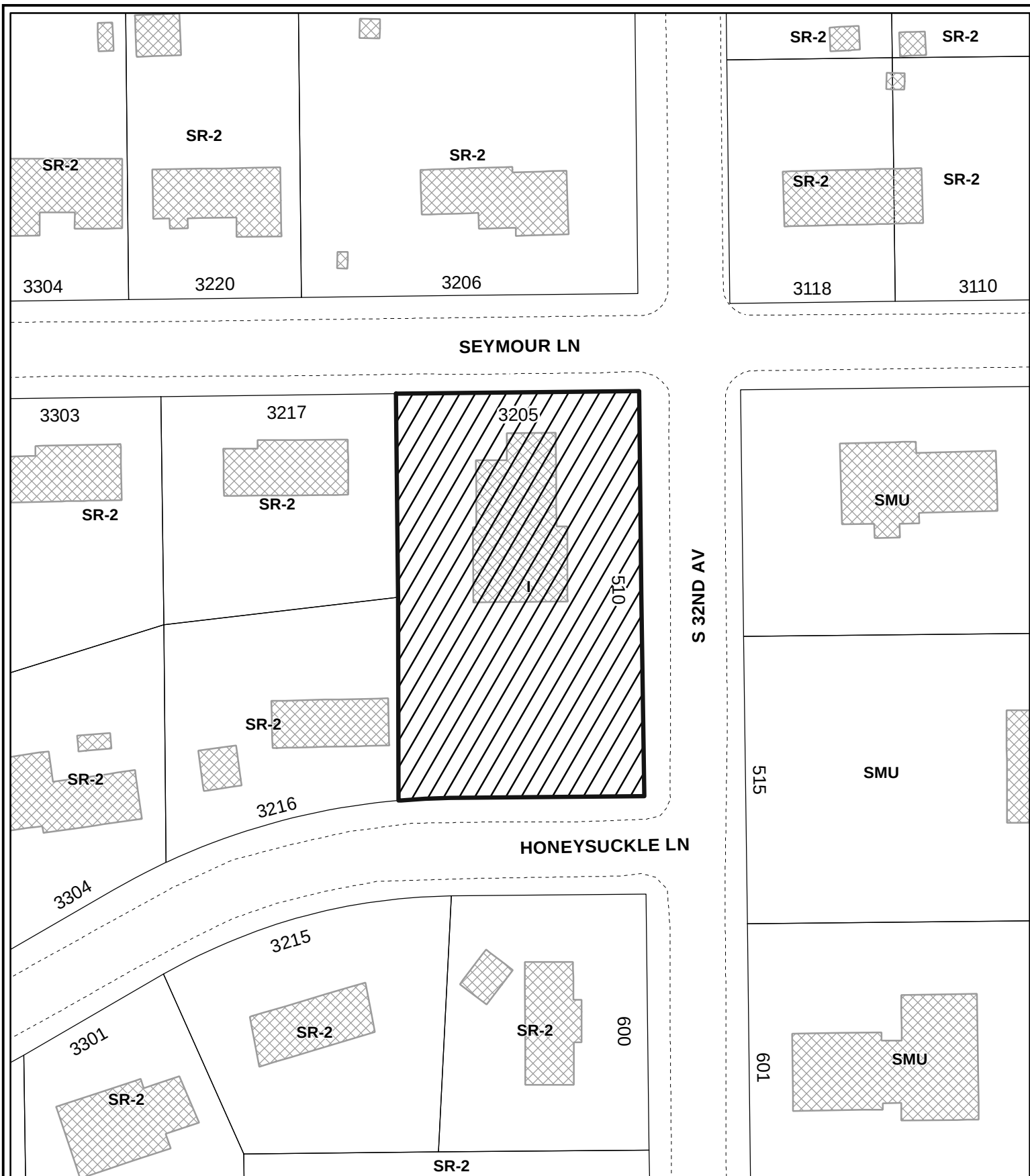
The City, through its property disposition process, has already recommended moving forward with the proposal. The ultimate sale of the property is contingent on receiving zoning approval.

Melissa Engen

From: Martin Burkhardt <mk.b3403@frontier.com>
Sent: Monday, May 17, 2021 9:09 PM
To: Melissa Engen
Subject: [EXTERNAL] Plan Commission Public Comment

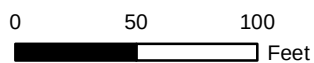
Limited to only what I can read in Item 3 of the agenda for the May 18 meeting, I urge approval for re-zoning. I've been wanting to write my alder with just such a suggestion. Salvage what can be salvaged from the old fire station, standby generator and whatever else can be salvaged, tear the building down that was going to be sold for \$1, and sell two single family residential lots (there should be room for two) between Seymour Lane and Honeysuckle. Timber on the Honeysuckle 32nd Ave corner may have some value, too.

Thank you,
Martin Burkhardt
3403 Seymour Ln.



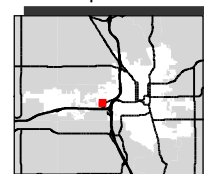
Map Date: April 29, 2021

City of Wausau
Marathon County Wisconsin



- Area of Interest
- Building

Map Location



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

RESOLUTION OF THE COMMON COUNCIL

Approving Amendments to City-County Information Technology Commission Intergovernmental Agreement and Operating Agreement

Committee Action: Approved by City-County Information Technology Commission

Fiscal Impact: None

File Number: 21-0522

Date Introduced: May 25, 2021

FISCAL IMPACT SUMMARY

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

RESOLUTION

WHEREAS, the City-County Information Technology Commission (“CCITC”) is an entity created and owned by the City of Wausau, Marathon County, and North Central Health Care, pursuant to that Intergovernmental Agreement (“Agreement”), established in accordance with §66.0301, Wis. Stats., and effective May 17, 1983, for an indefinite term, for the purpose of providing information technology services to its partners; and

WHEREAS, Schedule A of that Agreement traces the various amendments made to the Agreement since that time; the CCITC on April 6, 2021, approved Amendment XII to the Agreement, changing provisions of Article V, regarding membership on the Commission of one community member, and creating Article XV, Operating Agreement, requiring CCITC to maintain an Operating Agreement, attached as Exhibit A to the Agreement, detailing operations in its provision of data and management information system services and hardware to its partners; and

WHEREAS, by its terms, the Agreement requires the approval of each partner’s governing body.

NOW, THEREFORE, BE IT RESOLVED that the Common Council of the City of Wausau hereby approves the City-County Information Technology Commission Intergovernmental Agreement and Exhibit A, Operating Agreement, as attached, and authorizes the appropriate staff to execute the updated Agreement, effective April 6, 2021.

Approved:

Katie Rosenberg, Mayor

5/4/2021

**CITY-COUNTY INFORMATION TECHNOLOGY COMMISSION
INTERGOVERNMENTAL AGREEMENT**

THIS AGREEMENT, effective April 6th, 2021, is made between Marathon County, the City of Wausau, and the North Central Health Care governmental units located in the State of Wisconsin, an establishment of a commission in accordance with Wis. Stats., §66.0301 as follows:

ARTICLE I

Name and Office

The name of this commission shall be the **City-County Information Technology Commission**. The principal office of the commission shall be at 407 Grant Street, Wausau, Wisconsin 54403.

ARTICLE II

Purpose

The purpose of the City-County Information Technology Commission (CCITC) is to provide for the implementation and operation of a cooperative data and management information system at a reasonable cost to foster efficiency in the provision of services under the direction of the governing Board of Commissioners.

ARTICLE III

Definition of Terms

For the purpose of this agreement, the following definitions shall be in effect:

"Commission" means the City-County Information Technology Commission.

"Board" means the Board of Commissioners of the City-County Information Technology Commission.

"Governmental Unit" means any city, village, township, county, school district or other political subdivision as sanctioned by law.

"Partner" means the governmental units which are parties to this agreement.

"Software" means computer programs, forms designs, user manuals and associated documentation.

"Enterprise equipment and systems" means all forms of technology in hardware and software that CCITC uses to provide services such as networking, security, storage, servers, etc to all Partners.

ARTICLE IV

Additional Partners

Section 1: Additional governmental units desiring to be Partners of this Commission shall adopt and execute a copy of this agreement and pay the established dues and charges upon approval of the existing Partners' governing boards.

ARTICLE V

Board of Commissioners

Section 1: The Commission shall be governed by a Board of Commissioners to be known as the City-County Information Technology Commission Board.

Section 2: The City-County Information Technology Commission Board shall consist of seven (7) Commissioners. The Commissioners shall be the persons occupying the following positions:

- a. City of Wausau Mayor or Designee.
- b. City of Wausau Finance Director.
- c. Marathon County Board of Supervisors' Chairman or Designee.
- d. Marathon County Administrator or Designee.
- e. North Central Health Care Commission CEO or designee
- f. North Central Health Care designee. The North Central Health Care CEO will be the designator
- g. The seventh Commissioners shall be appointed by a majority of the other six (6) Commissioners. Once appointed by the CCITC Board, the citizen commissioner shall be confirmed by the Marathon County Board, The city of Wausau Common Council and the

North Central Health Care board.

Section 3: The citizen Board Commissioner may be removed by majority vote of the Marathon County Board of Supervisors, the City of Wausau Common Council, and the North Central Health Care Board.

Section 4: The citizen Commissioner shall serve for a term of two (2) years . Beginning in April 2021, the non-citizen members shall recruit candidates for the citizen position and recommend the candidate for appointment by each of the member entities at least one week before the May CCITC Board meeting. Commissioners may be re-appointed to additional terms.

Section 5: The term of the citizen Commissioners shall end at the time of the May Marathon County Board of Supervisors meeting held in the middle of the term of the chairman of the Marathon County Board of Supervisors.

Section 6: In the event of a need to fill the position mid-term, an interim appointment will be made. If the opening is within 9 months of the end of the term, the CCITC board will appoint an interim commissioner to serve out the remainder of the term.

Section 7: The citizen commissioner shall be paid a per diem for each meeting attended, whether in person or virtual. The per diem amount should be set during the annual budget approval process for CCITC rates. The member would also be eligible for mileage reimbursement.

ARTICLE VI

Powers of the Board of Commissioners

Section 1: Subject to rules promulgated under the Wisconsin Statutes and Marathon County/City of Wausau ordinances and goals established by the City-County Information Technology Commission Board, the Board shall provide for:

- a. Continuous planning, development and evaluation of programs and services for all service groups;
- b. Establish long-range goals and intermediate range plans, detail priorities and estimate costs;
- c. Develop new resources necessary to carry out its purposes;
- d. Appoint a Director of the Commission on the basis of recognized and demonstrated interest in and knowledge of information systems, with due regard to training, experience, administrative ability, and general qualifications and fitness for the performance of the duties of the Director;

- e. Fix the salaries of personnel employed;
- f. Enter into contracts to render to or secure services, including professional consultation services;
- g. Perform all functions required by applicable law;
- h. To acquire, hold and dispose of property both real and personal as the Board deems necessary, to accumulate and maintain reasonable working capital reserves and invest and reinvest these funds subject to the applicable laws;
- i. Shall cause an annual independent audit of the books to be made and shall make a monthly financial accounting, and report to the Partners;
- j. The Board may purchase public liability insurance and such other bonds or insurance as it may deem necessary;
- k. The Board may adopt such rules and procedures as necessary with regard to its process and actions.
- l. Annually review and adopt a charge-back system.

Section 2: The Board may accept gifts, apply for and use grants or loans of money or other property from the state, or any other governmental unit or organization and may enter into agreements required in connection therewith and may hold, use and dispose of such monies or property in accordance with the terms of the gift, grant, loan or agreement.

Section 3: The Board may exercise any other power necessary and incidental to the accomplishment of the general purpose.

ARTICLE VII

Board Procedures

Section 1: The annual meeting of the Board shall be held in April at the time and place designated by the Chairman.

Section 2: The regular meetings of the Board shall be held monthly as scheduled by the Chairman at the previous meeting.

Section 3: Special meetings of the Board shall be called by the Secretary upon request of the Chairman.

Section 4: Notice of regular and special meetings of the Board shall be given at least twenty-four (24) hours before such meeting in a manner which complies with the Wisconsin Open Meeting Law.

Section 5: At all meetings of the Board, the presence of five (5) Commissioners shall constitute a quorum and action shall be taken by majority vote of Commissioners present and constituting a quorum.

Section 6: All parliamentary practice in conducting the business of the meeting not herein specifically provided for shall follow [the most current edition of] Robert's Rules of Order[newly revised].

Section 7: Board Commissioners that may be required to travel to meetings outside of Marathon County shall be reimbursed for expenses subject to obtaining prior approval from the Board. Approval of expenses shall be made by the Board upon review of an itemized statement submitted by the Commissioner.

ARTICLE VIII

Board Committees

Section 1: The Chairman of the Board may appoint such committees as deemed necessary to carry out functions and responsibilities of the Board subject to approval by the Board.

Section 2: The Chairman may appoint as members to such committees persons who are qualified to serve but who are not Commissioners of the Board subject to approval of the Board.

ARTICLE IX

Officers

Section 1: The officers of the Board shall be Chairman, Vice Chairman, Secretary-Treasurer, and shall be elected by the Board at its annual meeting.

Section 2: Nomination for each office of the Board shall be made by the Commissioners of the Board at the annual meeting of the Board.

Section 3: Officers shall be elected by the Commissioners for each office. The nominee receiving the most votes for each office shall be elected.

Section 4: The term of office of each officer shall be one (1) year or until a successor shall be

elected.

Section 5: The Chairman shall preside at all meetings of the Board.

Section 6: The Vice Chairman shall, in the absence or incapacity of the Chairman, perform the duties of the Chairman.

Section 7: The Secretary-Treasurer shall be responsible for the minutes of the Board and shall assure that notices of all meetings of the Board are given, and shall perform all usual duties of the office of Treasurer.

ARTICLE X

Powers and Duties of Director

Section 1: All of the administrative duties of managing, operating, maintaining, and improving the services shall be vested in the Director subject to such delegation of authority as is consistent with Wisconsin Statutes.

Section 2: In consultation and agreement with the Board, the Director shall prepare:

- a. An annual plan and budget of all funds necessary for providing services, in which priorities and objectives for the year are established as well as modifications of long-range objectives;
- b. Intermediate-range plans and budgets;
- c. An annual report of the operations of the services.

Section 3: The Director shall manage the implementation of the plans as approved by the Board.

Section 4: The Director shall make recommendations to the Board for:

- a. Personnel and salaries of employees;
- b. Changes in services;
- c. Contracts.

ARTICLE XI

Financial Matters

Section 1: The fiscal year of the Commission shall be the calendar year.

Section 2: An annual budget for the upcoming year shall be reviewed by the Board in August of each year. A budget shall be approved at the September board meeting and copies shall be mailed to the chief administrative officer of each Member by the Director (or Finance Manager) within two weeks of the approval. Such budget, including charges for services, shall be deemed approved by the Member unless the Member gives notice in writing that it is withdrawing from the Commission within sixty (60) days of adoption of the budget.

Section 3: The Board shall have the authority to fix cost sharing charges for all Partners in an amount sufficient to provide the funds required by the budget. The cost sharing ratio shall be fixed by the Board annually at the budget meeting. An initial capital contribution shall be made to the Commission by new Partners if they will be sharing use of assets previously purchased by other Partners. Said asset purchase rate shall be set by the Board. Any subsequent usage of assets not originally purchased may be charged to the new member at a rate to be determined by the Board.

Section 4: Billings for all charges shall be made in conjunction with the chargeback system as approved by the Board. Any Member whose charges have not been paid within sixty (60) days after the billing shall be in default and shall not be entitled to further voting privileges nor to use any of the Commission facilities and programs until such time as it is no longer in default. In the event that such charges have not been paid within sixty (60) days after such billing, such defaulting Member shall be deemed to have given notice of withdrawal from membership. In the event of a bona fide dispute between the Member and Board as to the amount which is due and payable, the Member shall nevertheless make such payment in order to preserve its status as a Member in good standing, but such payment may be made under protest and without prejudice to its right to dispute the amount of the charge and to pursue any legal remedies available.

Section 5: Excess revenues or unspent appropriations shall be considered by the Board when establishing the chargeback system.

Section 6: Insurance All equipment managed by CCITC shall be identified as owned by CCITC or a member. A report of assets shall be provided to each member annually. CCITC shall maintain insurance on all property owned by CCITC which shall include such items as PCs, laptops, monitors and furniture used by CCITC staff as well as all servers, networking equipment, electronic appliances, software and storage purchased by CCITC and used to support all Partners (also known as enterprise equipment and systems).

Each member is responsible for insuring assets purchased by the member such as Pcs, laptops, networking equipment, servers, printers, telephones, etc.

ARTICLE XII

Dissolution

Section 1: The organization shall be dissolved upon a favorable vote of three-quarters (6/8) of all Commissioners.

Section 2: In the event of dissolution the Board shall determine the measures necessary to effect the dissolution and shall provide for the taking of such measures as promptly as circumstances permit and subject to the provisions of this agreement.

Section 3: Upon dissolution, the remaining assets of the Commission, after payment of all obligations, shall be distributed among the then existing Partners in proportion to the five year average of annual operating contributions, as determined by the Board, provided that computer software prepared for such Partners shall be available to them, subject to such reasonable rules and regulations as the Board shall determine.

Section 4: If, upon dissolution, there is an organization deficit, such deficit shall be charged to and paid by the Partners on the basis of the charge back ratio average over the previous 5 years.

Section 5: In the event of dissolution, the following provisions shall govern the distribution of computer software owned by the organization:

- a) All such software shall be an asset of the organization.
- b) A Member may use (but may not authorize reuse by others) any software developed during its membership upon (1) paying any unpaid sums due, (2) paying the costs of taking such software, and (3) complying with reasonable rules and regulations of the Board relating to the taking and use of such software, such rules and regulations may include a reasonable time within which such software must be taken by any Member or former Member desiring to do so.

ARTICLE XIII

Duration

This agreement shall continue in effect indefinitely, until terminated in accordance with its terms.

ARTICLE XIV

Amendments

This agreement may be amended at any regular meeting of the Board or at any special meeting called for the purpose of amendment. Such amendment shall require the ratification of the action by the governing Board of each voting Member that is a party to this agreement.

ARTICLE XV

Operating Agreement

CCITC shall maintain an Operating Agreement that is attached as Exhibit A and hereby incorporated into this agreement [by reference]. The Operating Agreement defines details of operations. [as CCITC provides data and management information system services through its computers to its Partners].

IN WITNESS WHEREOF, the undersigned governmental units have caused this agreement to be executed on their behalf in accordance with the adopted resolutions which are attached.

Dated this ____ day of _____, 2020.

WITNESS:

MARATHON COUNTY:

_____ By: _____

CITY OF WAUSAU:

_____ By: _____

North Central Health Care:

_____ By: _____

SCHEDULE "A"

AMENDMENT I

At the regularly scheduled meeting held December 3, 1987 Mort McBain moved and William Boos seconded the motion to amend the CCDCC Bylaws by changing Article V, Section 2 (a) from "City of Wausau Mayor" to read "City of Wausau Mayor or Designee"; and Section 2 (c) from "Marathon County Board of Supervisors' Chairman" to read "Marathon County Board of Supervisors' Chairman or Designee". Carried.

AMENDMENT II

At the regularly scheduled meeting held May 27, 1993 Ted Tellekson moved and Carla Manthe seconded the motion to accept the resolutions of the City of Wausau common Council (5/11/93) and the Marathon County Board of Supervisors (5/25/93) to add the following to Article V, Section 2:

- e. The Marathon County Finance Director.

and delete the following from Article VIII:

Section 3: The Board shall have a Technical Advisory Committee consisting of seven (7) members. Committee members shall be appointed by the Board of Commissioners. The committee shall consist of one (1) commissioner representing Marathon County; one (1) commissioner representing the City of Wausau; four (4) citizen members; and the Director of the City-County Information Technology Commission.

The Technical Advisory Committee shall have the following duties:

- a. Assist in evaluating and/or recommending solutions to data processing proposals, problems, or requests for service.
- b. Recommend priorities.
- c. Assist in long range planning and goal setting.
- d. Exercise additional responsibilities as delegated to it by the Board of Commissioners.

The committee shall be the technical liaison, in an advisory capacity, between the

users and Board of Commissioners. All actions taken by the Technical Advisory Committee shall be advisory and subject to approval of the Board of Commissioners. Carried.

AMENDMENT III

At the regularly scheduled meeting held April 30, 1998 Cyndi Jahnke (Mayor Linda Lawrence's Designee) moved and Bryon Karow seconded the motion to amend the CCDCC Bylaws as follows:

- Article VII, Section 5 - Change the language from the presence of three (3) Commissioners shall constitute a quorum to Athe presence of four (4) Commissioners shall constitute a quorum

And

- Article XII, Section 1 - Change the language from three-fifths (3/5) to four-sixths (4/6) or two-thirds (2/3).
Carried.

AMENDMENT IV

At the regularly scheduled meeting held October 14, 1999 Mort McBain moved and Maryanne Groat seconded the motion to amend the CCDCC Bylaws by adding Section 6 to Article XI as follows:

- The City of Wausau agrees to provide Insurance for all CCDCC personal property located on City property, on a full replacement cost basis. The CCDCC shall provide a list of all such personal property as required by the Insurance carrier.

Carried.

AMENDMENT V

At the regularly scheduled meeting held December 20, 2001, Mort McBain moved and Maryanne Groat seconded the motion to amend the CCDCC Bylaws as follows:

- Article V, Section 2(d) - Change the language from Marathon County Administrator to read Marathon County Administrator or Deputy County Administrator.

Amendment VI 9/23/08

At the regularly scheduled meeting held June 16, 2008 Kristi Kordus moved and Mort McBain seconded the motion to revise the name from the City-County IT Group (which had been approved at the May meeting) to the City-County Information Technology Commission.

Other recommended amendments:

- change voting from 6 to 8
- change quorum from 4 to 5
- Change the budget date from July to August
- establish the chargeback ratio during each year's annual budget
- new members shall buy into capital assets if they will be sharing their use.
- change dissolution requirement to 6/8
- Change distribution of assets to average of previous 5 years of ratios of the operating budget

Amendment VII. 10/2/08

1. Introduction. The Introduction to the Joint Cooperative Agreement shall be repealed and recreated, as follows:

THIS AGREEMENT, effective March 1, 2009, is made between Marathon County, the City of Wausau, and the North Central Health Care governmental units located in the State of Wisconsin, an establishment of a commission in accordance with Wis. Stats., §66.0301 as follows:

2. Article V, Board of Commissioners, Section 2. The introduction to be amended to reflect eight (8) Commissioners instead of six (6).

3. Article V, Section 2, shall be amended to remove:

- e. Marathon County Finance Director

4. Article V, Section 2, shall be amended to include the following:

- e. North Central Health Care CEO or designee
- f. North Central Health Care Finance Director

5. Article V, Section 3, shall be amended to include:

The other two (2) Commissioners shall be citizens of Marathon County and shall be appointed by a majority vote of the other six (6) Commissioners.

6. Article VII, Section 5, shall be amended to reflect that the presence of five (5) Commissioners shall constitute a quorum.

7. Article X1, Section 2, shall be amended to reflect that the annual budget shall be adopted by the Board in August of each year. Copies of the budget shall be mailed by the first day of September.

8. Article XI, Section 3, is repealed and recreated as follows:

The Board shall have the authority to fix cost sharing charges for all Members in an amount sufficient to provide the funds required by the budget. The cost sharing ratio shall be fixed by the Board annually at the budget meeting. An initial capital contribution shall be made to the Commission by new members if they will be sharing use of assets previously purchased by other members. Said asset purchase rate shall be set by the Board. Any subsequent usage of assets not originally purchased may be charged to the new member at a rate to be determined by the Board.

9. Article XII, Section 1, shall be amended to reflect that a three quarters vote to dissolve the Commission shall be six of eight voting members.

10. Article XII, Section 3, is repealed and recreated to read:

Upon dissolution, the remaining assets of the Commission, after payment of all obligations, shall be distributed among the then existing Members in a proportion equal to the average of the five previous cost sharing ratios as established by the Board.

11. Article XI, Section 4, is repealed and recreated as:

If, upon dissolution, there is an organization deficit, such deficit shall be charged to and paid by the Members on the basis of the cost sharing ratio average over the five previous years.

12. The signature line shall be amended to include a signature by an authorized agent on behalf of North Central Health Care Facilities.

Amendment VIII 7/01/14

At the regularly scheduled meeting held July 1, 2014 Brad Karger moved and Gary Bezucha seconded the motion to amend the CCDCC Bylaws as follows:

- Article V, Section 2- Replace Marathon County Board of Supervisors' Chairman or designee with Marathon County Technology Committee Chairman.

Amendment IX 7/01/14

At the regularly scheduled meeting held July 1, 2014 Brad Karger moved and Brenda Glodowski seconded the motion to amend the CCDCC Bylaws as follows:

- Article VII, Section 5- Remove the requirement that a quorum must contain representatives of the City of Wausau and Marathon County.

Amendment X 4/02/19

At the regularly scheduled meeting held April 2, 2019 John Tubbs moved and Pat Puyleaert seconded the motion to amend the CCDCC Bylaws as follows:

- Article V, Section 2- Replace North Central Health Care Finance Director with North Central Health Care designee. The North Central Health Care CEO will be the designator.

Amendment XII 7/7/2020

At the regularly scheduled meeting held July 7, 2020 The board moved and approved multiple changes to incorporate previous amendments; updated insurance language; budget dates, etc. References to an Operating Agreement were added.

10/6/2020 - proposed new language for appointment of citizen members

12/1/2020 – language approved

Amendment 4/6/2021

Changed to one community member.

Exhibit A

City-County Information Technology Commission Operating Agreement

Last Updated 4/28/2021

As CCITC was created to provide for the implementation and operation of a cooperative data and management information systems at a reasonable cost to foster efficiency in the provision of services under the direction of the governing Board of Commissioners, this Agreement provides for the detail of those operations in the provision of those services:

CCITC serves Marathon County, the City of Wausau, and North Central Health Care (the Partners).

Mutual Hold Harmless/Indemnification

City-County IT Commission hereby agrees to release, indemnify, defend, and hold harmless Marathon County, the City of Wausau and North Central HealthCare (NCHC) , its officials, officers, employees and agents from and against all judgments, damages, penalties, losses, costs, claims, expenses, suits, demands, debts, actions and/or causes of action of any type or nature whatsoever, including actual and reasonable attorney's fees, which may be sustained or to which they may be exposed, directly or indirectly, by reason of personal injury, death, property damage, or other liability, alleged or proven, which is determined to be caused by the negligent or intentional acts or omissions of the Partner's officers, officials, employees, agents or assigns.

Marathon County, the City of Wausau and North Central HealthCare hereby agrees to release, indemnify, defend, and hold harmless the City-County IT Commission, its officials, officers, employees and agents from and against all judgments, damages, penalties, losses, costs, claims, expenses, suits, demands, debts, actions and/or causes of action of any type or nature whatsoever, including actual and reasonable attorney's fees, which may be sustained or to which they may be exposed, directly or indirectly, by reason of personal injury, death, property damage, or other liability, alleged or proven, which is determined to be caused by the negligent or intentional acts or omissions of City-County IT Commission's officers, officials, employees, agents or assigns.

Immunity

Nothing contained in this agreement is intended to be a waiver or estoppel of the rights of the County, NCHC and/or City of Wausau and their insurers to assert their rights to all affirmative defenses, limitations of liability and immunities as specifically set forth in Wisconsin Statutes, including sections 893.80, 895.52 and 345.05, and related statutes.

Insurance

In addition to CCITC, each of the three partners shall carry their own individual liability insurance with a carrier of at least an AM Best A- rating, which shall include, but not be limited to a cyber security liability policy. The premiums and other costs of the individual insurance, including the cyber security liability policy, will be borne individually by each entity. Cyber security liability coverage limits should be at least \$2,000,000 in aggregate coverage. In the event of a cyber breach, each of the entities should report the event to their respective insurance provider. It is understood by the parties that every

potential breach has distinct facts with unique cause(s) and any responsibility for damages associated with a breach will be controlled by those facts and subject to the terms, conditions, exclusions, and limitations in any applicable policy of insurance.

The City of Wausau, Marathon County and North Central Health Care are additional insureds under the cyber and other professional liability policies of the City-County IT Commission for wrongful acts, as defined by CCITC's policy, committed by or on behalf of CCITC under the Operating Agreement ("Agreement"), effective on the date of this Agreement.

Sub-Contractors Insurance

CCITC will require all sub-contractors to obtain and maintain insurance coverage consistent with Marathon County's minimum insurance requirements for sub-contractors.

Health Insurance

CCITC shall provide Health Insurance to its employees. In 2020, and for previous years, the City of Wausau has included CCITC as an additional insured under the city's health and dental plans. The total cost of providing the plans has been paid for by CCITC. The employer/employee premium split shall be determined by the CCITC Board. In the event that CCITC is forced to find their own plan the premium split will be determined by its board using a cost/benefit plan analysis.

Property and Asset Coverage

The City of Wausau shall insure the area rented by CCITC, its fixtures and fittings, furniture, and the environmental systems, including the HVAC and fire alarms for the server room.

CCITC shall track, insure, and depreciate technology assets that are purchased to serve all or multiple agencies. These are "enterprise assets".

All assets purchased by CCITC but paid for fully by an agency shall be recorded on the agency's fixed asset system, insured by the agency, and depreciated according to their depreciation schedule.

HR Advising Retainer

CCITC shall contract with County Employee Resources for a fixed rate, approved by the CCITC Board, to provide the following:

- 1) Advice and policy help with HR practices
- 2) Assistance managing all types of leave issues including FMLA, PTO, Funeral, etc.
- 3) Consulting for any potential HR practice lawsuits
- 4) Recruiting, Interviewing, Onboarding, Performance Management, etc.

Legal Retainer

CCITC shall contract with County Corporation Counsel for a fixed rate, approved by the CCITC Board, for legal services including:

- 1) Contract negotiations for technology purchases
- 2) Other legal advice as needed

Risk Management retainer

CCITC shall contract with County Risk Management for a fixed rate, approved by the CCITC Board, for sharing education and consulting advice.

Data Ownership

Each agency is the owner of the data that they enter into their agency or CCITC enterprise systems. CCITC provides access to the information.

Business Associate Agreements (“BAA”) and Qualified Service Organization Agreements (“QSO”)

CCIT shall confer with legal counsel for each partner agency to determine whether BAA and/or QSO agreements between CCIT and the partner agency are necessary. To the extent that legal counsel for any partner agency determines that execution of a BAA and/or QSO is necessary in order to ensure compliance with applicable federal and state laws, CCIT shall enter into a BAA and/or QSO agreement in format provided or deemed acceptable by the partner agency. Each partner agency will have to make an independent determination of whether the information exchanged between CCIT and the partner agency is subject to applicable HIPAA and 2 CFR Part 2 regulations thus necessitating the execution of such agreements.

Criminal Justice Information Security (CJIS)

CCITC will maintain security for law enforcement data following CJIS guidelines and will coordinate CJIS audit responses relative to IT Security.

Serving Other Governmental Entities

The CCITC shall have as its primary responsibilities to serve the three partners. CCITC may provide services to other similar entities in law enforcement, local government, and community-oriented non-profits so long as these, “external entities” pay the fully loaded cost of providing the service and the services provided to the partners are not significantly impacted. In addition, there should be a public purpose served, such as allowing for a broader base for sharing of enterprise system costs. Any agreements to provide services to external entities must be approved by the CCITC Board in advance.

Finances

Each year CCITC shall review labor usage by each of the agencies and use a three-year rolling average to determine the operating cost split between the agencies.

CCITC shall establish a rate sheet for device support. The rates should reflect an internal rate for the three agencies that own CCITC as well as an external rate that reflects additional overhead costs. The goal of PC support rate is to cover the costs of the PC Technicians. PC Technician time shall not be used in determining the operating split. Other rates should reflect the costs to support the applicable service.

Capital Projects

CCITC shall work with each agency to plan capital projects. CCITC will follow the agency’s schedule for submission (typically capital project requests are done in early June for the subsequent year).

Service Level Agreement

CCITC Shall set service level goals and metrics for evaluating goal performance in a Service Level Agreement. Service level metrics shall be reported to the CCITC Board monthly. Changes to the SLA will only need to be approved by the CCITC Board.

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

RESOLUTION OF THE COMMON COUNCIL

Approving citizen appointment to the City-County Information Technology Commission Board

Committee Action: Pending

Fiscal Impact: None

File Number: 21-0522

Date Introduced: May 25, 2021

RESOLUTION

WHEREAS, pursuant to that certain City-County Information Technology Commission (“CCITC”) Intergovernmental Agreement, effective April 6, 2021, to which the City is a partner, the Common Council, as well as the Marathon County Board and the North Central Health Care Board, is required to confirm the one citizen member appointed by the CCITC Board; and

WHEREAS, the CCITC Board, at its May 4, 2021 meeting, appointed Chet Strebe, CIO at North Central Technical College, for a two year term starting June 1st, 2021 to be the citizen member on the City-County IT Commission Board.

NOW THEREFORE, BE IT RESOLVED, that the Common Council of the City of Wausau hereby approves and confirms the CCITC Board appointment of Chet Strebe, for a two year term starting June 1, 2021, as the citizen member.

Approved:

Katie Rosenberg, Mayor



Marathon County Citizen Participation Form

Thank you for your interest in becoming involved with Marathon County Boards Committees or Commissions. Placement based, in part, on your responses to the following questions; please provide us with some information to use when considering your appointment by completing the questions below. You are welcome to attach additional information such as your resume or vitae that may further support your appointment. For additional information, visit Marathon County's Web Site at <https://www.co.marathon.wi.us/> This form will remain on file for three years. A list of existing Boards, Commissions and Committees (including general information) can also be found on our website. Please consider becoming a part of this important Community Resource Group.

Contact Information

Date

4/16/2021

First Name *

Chet

Last Name *

Strebe

Address: *

6212 Caseysrae Court

City: *

Weston

Zip Code: *

54476

Phone *

(715)203-1201

Email *

cstrebe@hotmail.com

Years as a Marathon County Resident *

25

Occupation/Employer, if applicable

Associate Vice President of Information Technology and Chief Information Officer
Northcentral Technical College

Business Information

Business Name

Address:

City:

Zip Code:

Choose Boards/Commissions and/or Committee *

- | | |
|---|--|
| ☐ Administrative Review Board | ☐ ADRC-CW Advisory Committee |
| ☐ Board of Adjustment | ☐ Capital Improvement Committee |
| ☐ Central Wisconsin Airport Board | ☐ Central WI Economic Development Board (CWED) |
| ☐ Children With Disabilities Board | ☒ City-County IT Commission |
| ☐ Civil Service Commission | ☐ Community Action Program Board |
| ☐ Diversity Affairs Commission | ☐ Local Emergency Planning Committee |
| ☐ Environmental Resources Committee (ERC) | ☐ Board of Health |
| ☐ Highway Safety Commission | ☐ Land Information Council |
| ☐ Metallic Mining Committee | ☐ Metropolitan Planning Commission |
| ☐ North Central Community Services Program Board | ☐ North Central WI Regional Planning Commission |
| ☐ Park Commission | ☐ Public Library Board |
| ☐ Social Services Board | ☐ Solid Waste Management Board |
| ☐ Transportation Coordinating Committee | ☐ Veterans Service Commission |
| ☐ WI Valley Library Service Board of Trustees | |

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

I am passionate about looking for opportunities to use technology to enhance our day to day lives. I am also looking for an opportunity to use my experience to give back to our community.

What qualifications can you bring to these Committees? *

I am attaching my resume which outlines my years of service in IT management.

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

I am a member of Wisconsin's statewide cyber response team, a board member for the Wausau Community Area Network, and an executive team member on the Midwest Higher Education Compact Technology Committee.

Other Community Involvement

References(Please Include 3)

Reference

First Name *

Lori

Last Name *

Weyers

Address:

1229 Evergreen Road

City:

Wausau

Zip Code:

54403

Phone *

(715)803-1060

Relationship to You *

Supervisor

First Name *

Patrick

Last Name *

Puyleart

Address:

7403 Strawflower Circle

City:

Wausau

Zip Code:

54401

Phone *

(715)571-6177

Relationship to You *

Colleague

First Name *

Paul

Last Name *

Henfer

Address:

City:

Wausau

Zip Code:

54401

Phone *

(715)389-6515

Relationship to You *

Colleague

Additional Information

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

Attachment(s)

Chet A Strebe Resume.docx

24.94KB

250 MB maximum file size

Signature *

Chet Strebe

Please sign here:

Chet A. Strebe

Weston, WI 54476 • (715) 551-6485 • cstrebe@hotmail.com • [LinkedIn](#)

EXECUTIVE INFORMATION TECHNOLOGY MANAGEMENT

Strategic Planning & Implementation / Budget Administration / Instructional Technology Integration

Detail-oriented and conscientious C-level technology executive with 15+ years' experience managing all technology-related decisions and strategic planning. Demonstrate rare paring of in-depth technical understanding with exceptional leadership and communications ability. Passionate advocate of technology integration into the instructional environment and a long track record of producing positive educational outcomes. Talented communicator and trainer committed to effectively facilitating greater understanding of information systems in the classroom. Consistent record of outstanding performance under even the most demanding of circumstances.

Core competencies include:

- Philosophy, Mission, & Vision Setting
- Policy Design & Implementation
- Project & Program Development
- Internal Operational Process Improvement
- Data Security & Risk Management
- Regulatory & Standards Compliance
- Multisite Operations Oversight
- Staff Recruitment & Training
- Teacher Training
- DoD Top Secret SCI Security Clearance

PROFESSIONAL EXPERIENCE

NORTHCENTRAL TECHNICAL COLLEGE, Wausau, WI

ASSOCIATE VICE PRESIDENT/CHIEF INFORMATION OFFICER (6/2001 – Present)

Define scope and lead operation and implementation of all telecommunications and information systems technology in alignment with District's mission. Balance demands of existing strategic plans with executive limitations and ends statements. Spearhead comprehensive planning for distance learning infrastructure, interactive television technologies, college-wide communications, as well as information and administrative systems, both hardware and software.

Selected accomplishments:

- Administer capital and operational budget totaling over \$8M and have never exceeded allotment.
- Identified and introduced cutting edge life safety technologies across the college campus.
- Contribute expertise to implementation of technology solutions for new disaster recovery site.
- Lead 30 technical experts on a team comprised of exceptionally talented specialists in network design and implementation, video conferencing, instructional classroom design, Cisco voice system, PeopleSoft development, and cloud applications.
- Secured \$2M federal Broadband Technology Opportunities Grant for improvements to Community Area Network Project.

...continued...

ADDITIONAL EXPERIENCE

NORTHCENTRAL TECHNICAL COLLEGE, Wausau, WI
COORDINATOR OF THE EMERGING TECHNOLOGY CENTER (6/1996 – 6/2001)

Headed Emerging Technology center and offered insights to college administration on potential of new and cutting-edge technology along with guidance on effective integration into teaching and learning setting. Provided advice on planning for future adoption and best way forward following introduction. Executed projects for research, design, and launch of educational and information systems on campus. Administered college network and e-mail systems and ensured operation in compliance with policies, procedures, and standards. Developed and offered staff training on all relevant systems

Selected accomplishments:

- Led college-wide video conferencing upgrade program, coordinating installation, systems integration, troubleshooting, and ongoing technical support.
- Took on duties of retiring ITV area head, contributing technical expertise for this department in addition to existing role with Emerging Technology Center.

• • • • •

Additional experience with Wisconsin Department of Transportation and the United States Air Force.

EDUCATION & CREDENTIALS

NORTHCENTRAL UNIVERSITY — San Diego, CA
Doctor of Business Administration in Management Information Systems

UNIVERSITY OF WISCONSIN STOUT — Menomonie, WI
Master of Science in Information and Communication Technologies

LAKELAND COLLEGE — Sheboygan, WI
Bachelor of Arts in Computer Science

METROPOLITAN COMMUNITY COLLEGE — Omaha, NE
Associate of Applied Science in Computer Programming

COMMUNITY COLLEGE OF THE AIR FORCE
Associate of Science in Information Systems Technology

Professional Development

Computer/Communication Systems Operations School – Keesler Air Force Base
Supervisors Safety Training Program
Introduction to Project Management

Professional Affiliations

Board Chair for Wausau Community Area Network
Member of Midwestern Higher Education Compact Technologies Executive Committee

Technical Proficiencies

Lotus Notes System Admin – PeopleSoft PeopleTools – HP-UX – Logical Data Design – ArcView II
Microsoft Office Suite – UNIX System V Administration – UNIX Korn Shell Scripting
MsMail Administration – Oracle – Windows Server – Joint Application Development
Office 365 – Microsoft Visio – Microsoft Project – Microsoft Teams – Windows OS
Smartsheet – Google Docs – Ubuntu – Dreamweaver – Genetec Security Center – Perceptive Content

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

RESOLUTION OF THE FINANCE COMMITTEE

Authorizing the City of Wausau Mayor to accept to accept the US Treasury Coronavirus State and Local Fiscal Recovery Funds

Committee Action: Pending

Fiscal Impact:

File Number: 21-0517

Date Introduced: May 25, 2021

FISCAL IMPACT SUMMARY

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

RESOLUTION

WHEREAS, the City of Wausau, as an entitlement city, is eligible to receive approximately \$15 million in American Rescue Plan Act Funds in two payments, and

WHEREAS, there is no local match requirement for these funds; and

WHEREAS, the Interim Rules specify that funds must be obligated by December 31, 2024, and

WHEREAS, the City will obtain resident and stakeholder input and establish community priorities that aligns with the eligible uses;

NOW THERE BE IT RESOLVED, by the Common Council of the City of Wausau that the Mayor is authorized and directed to accept the City of Wausau's allocation of Coronavirus State and Local Fiscal Recovery Funds provided through the American Rescue Plan.

Approved:

Katie Rosenberg, Mayor

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

RESOLUTION OF THE FINANCE COMMITTEE

Approving the 2021 Community Development Block Grant Program Allocation – updated allocation

Committee Action: Pending

Fiscal Impact: Award of \$647,468 in Community Development Block Grant Funds to the City of Wausau

File Number: 03-1007

Date Introduced: May 25, 2021

FISCAL IMPACT SUMMARY

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

RESOLUTION

WHEREAS the City had previously approved a Resolution authorizing the allocation of the 2021 Community Development Block Grant (CDBG) funds in the amount of \$638,065, and

WHEREAS the City was notified that the allocation amount had changed and the new amount is \$647,468 – an increase of \$9,403, and

BE IT RESOLVED, by the Common Council of the City of Wausau that the proposed 2021 Action Plan in the updated amount of \$647,468 for the Community Development Block Grant (CDBG) Program be and the same is hereby approved and its filing with the appropriate agency is hereby authorized, and that the Common Council acknowledges all understandings, assurances and certifications contained in said 2021 Action Plan, and

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

Approved:

Katie Rosenberg, Mayor

2021 CDBG Program

Activity Code	Applicant/Agency	Requested	Initial Cit. Adv. Recommended	Initial Finance & Council Approval	Updated funding amount request
A - 570.206	CD Administration	\$ 120,000	\$ 120,000	\$ 120,000	\$ 120,000
H - 570.202	Housing Rehabilitation	\$ 85,000	\$ 85,000	\$ 103,065	\$ 103,068
PF - 570.201 (c)	Street Reconstruction Project - McIntosh St	\$ 200,000	\$ 200,000	\$ 200,000	\$ 209,400
PF - 570.201 (c)	Parks Dept - Riverside Park Playground	\$ 120,000	\$ 120,000	\$ 120,000	\$ 120,000
PS - 570.201 (e)	Adaptive Communities, Inc	\$ 15,000	\$0	\$ -	\$ -
PS - 570.201 (e)	Catholic Charities - Beyond Shelter	\$10,000	\$0	\$ -	\$ -
PS - 570.201 (e)	Faith in Action - Support for Seniors	\$ 25,000	\$20,000	\$ 20,000	\$ 20,000
PS - 570.201 (e)	Hmong American Center	\$ 25,000	\$17,000	\$ 25,000	\$ 25,000
PS - 570.201 (e)	K.A.T.S.	\$ 25,000	\$0	\$ -	\$ -
PS - 570.201 (e)	North Central CAP - Hand in Hand Housing	\$ 20,000	\$20,000	\$ 20,000	\$ 20,000
PS - 570.201 (e)	Open Door - One-on-Ones	\$ 20,000	\$15,000	\$ 15,000	\$ 15,000
PS - 570.201 (e)	WI Institute for Public Policy - LENA	\$ 15,000	\$15,000	\$ 15,000	\$ 15,000
	Total	\$ 680,000	\$ 612,000	\$ 638,065	\$ 647,468

	planning purpose:	\$ 612,000	
Note: Public Service funding cannot exceed 15% of grant amount	\$ 91,800	\$97,120	actual award \$647,468

P.S. - Public Service Cap 15%	Left to Fund	\$ -	
Administration Cap 20% \$127,600.00	PS Left to Fund	\$2,120	

Code Definitions:

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



Planning, Community and Economic Development

MEMO

TO: Finance Committee members

FROM: Tammy Stratz, Community Development Manager

DATE: May 17, 2021

RE: 2021 Community Development Block Grant Program

As you will recall, a Resolution was brought before the Council in March, 2021 regarding the 2021 allocation for Community Development Block Grant (CDBG) funds. That resolution indicated the amount of CDBG funds the City of Wausau was set to receive was \$638,065 and what projects were recommended to be allocated towards. This resolution was passed and the 2021 Annual Plan was submitted to HUD for its approval.

On Friday, May 14, 2021, we received notification that the CDBG allocations were modified and the funding amount the City of Wausau will receive was increased to \$647,468 – an increase of \$9,403. After talking with city officials and notifying the Citizens Advisory Committee of the additional funds, we recommend an additional \$9,400 be placed towards the McIntosh Street Reconstruction project to add a buffer for possible higher construction costs. The remaining \$3 will be placed in the Housing Rehabilitation program. (See attached allocation chart.)

Since the additional allocation was less than a 10% change from the planned allocation, additional public hearings are not required. However the City needs to approve the additional funding so staff can amend the Annual report and the updated certifications can be signed and provided to HUD. The 2021 Annual Plan had been approved by HUD at the initial review but has now been “put on hold” until it can be updated with the new figures.

If you have any questions, please call me at 715-261-6679. Thank you for your input and your continued support of this program.

ORDINANCE OF PUBLIC HEALTH AND SAFETY COMMITTEE

Amending Section 8.08.170 Licenses

Committee Action: Pending

Ordinance Number:

Fiscal Impact: None

File Number: 12-1014

Date Introduced: May 25, 2021

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

Add ()

Delete ()

Section 1. That Section 8.08.170 Licenses is hereby amended to read as follows:

8.08.170 Licenses

(a) Every owner of a dog or cat more than ~~four~~ **five** months of age on January 1 of any year, or ~~four~~ **five** months of age within the license year, shall annually; **on or before the date the dog or cat becomes five months of age,** pay ~~his~~ **the** dog or cat license tax and obtain a license ~~therefor before~~ **prior to** April 1 of ~~the current~~ **each** year **or within 30 days of acquiring ownership of a licensable dog or cat** ~~on or before the date the dog or cat becomes four months of age~~. The license shall be securely affixed to an animal collar or harness and shall be worn by the dog or cat whenever such animal is out of doors. No such license shall be issued without proof of compliance with the rabies control section of this chapter.

....

(b) A license will be one-half of the amount provided in section 3.40.010(a) if the dog or cat becomes ~~four~~ **five** months of age after July 1 of the license year.

(c) Reserved.

(d) There shall be a late fee as provided in section 3.40.010(a) in addition to the required license fee collected from every owner of a dog or cat, ~~four~~ **five** months of age or over, if the owner failed to obtain a license prior to April 1 of each year, or within 30 days of acquiring ownership of a licensable dog or cat, or if the owner failed to obtain a license on or before the date the dog or cat reached licensable age.

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:

Leslie M. Kremer, Clerk

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

RESOLUTION OF THE PUBLIC HEALTH AND SAFETY 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) (Pet license late fee)

Committee Action: Pending

Fiscal Impact:

File Number: 21-1109

Date Introduced: May 25, 2021

FISCAL IMPACT SUMMARY

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

RESOLUTION

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

WHEREAS, your Public Health and Safety Committee, at their May 24, 2021 meeting, recommended amending the annual pet license late fee to \$5.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Wausau, that the annual pet license late fee of \$5 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

Office of the City Attorney

TEL: (715) 261-6590

FAX: (715) 261-6808



Anne L. Jacobson
City Attorney

Tara G. Alfonso
Assistant City Attorney

Nathan Miller
Assistant City Attorney

STAFF MEMORANDUM

TO: Finance Committee and Public Health & Safety Committee

FROM: Anne Jacobson, City Attorney

DATE: May 20, 2021

RE: Animal license tax and late fee

Purpose: To amend Section 8.08.170 Licenses, Wausau Municipal Code (WMC) to comply with state statute and amend Section 3.40.010(a), WMC, regarding amendment to the statutorily permissible late fee. [The matter of the late fee will be considered by Finance Committee; the matter of amending Section 8.08.170 will be considered by Public Health and Safety.]

Currently, license taxes for unneutered male dogs and cats and unspayed female dogs and cats is \$62 for the license year. License taxes for neutered male dogs and cats and spayed female dogs and cats is \$20. This is up \$2 each from the City of Wausau 2020 Comprehensive Fee Schedule. The date of the last increase, prior to 2020, occurred on 11/1/13. The date of the last increase to the late fee occurred in 2014, and it was changed from \$5 to double the license fee. (An \$8 microchip discount was enacted in 2016.)

The license taxes were \$10/\$20 in 2012. The late fee was amended from \$5 to double the applicable license fee on 10/9/12. On January 14, 2014, these animal fees were taken out of the ordinance text and included in the comprehensive fee schedule referenced at 3.40.010(a).

So if an unneutered or unspayed pet was licensed after the owner was required to license it, the owner would face \$186 license tax and late fee. Additionally, following a warning, the owner could face a citation for violation of 8.08.170 WMC, for failing to license a dog or cat, for a \$187 forfeiture. This generated some complaints this year.

It is unknown to this writer what the estimated compliance rate in licensing dogs and cats has been over the past 8-9 years, when the fees significantly increased.

The subject of Pet License Late Fees was on the May 10, 2021 Finance Committee agenda, but deferred to the May 25 meeting due to insufficiency of time.

Legal Analysis: Section 174.05, Wis. Stats., sub. (1) requires that the owner of a dog more than 5 months of age on January 1, or 5 months of age within the license year, shall annually, or on or before the dog becomes 5 months of age, pay the dog license tax and obtain a license.

Sub. (2) sets the *minimum* dog license tax at \$3 for spayed or neutered dogs and \$8 for unsprayed or unneutered dogs, or one-half if the dog becomes 5 months of age after July 1. Sub. (3) enables cities to raise the minimum dog license tax by a majority vote of the council, but requires the council to provide for a greater tax for unsprayed or unneutered dogs.

Sub. (4) sets the license year from January 1 to December 31. (WMC requires payment prior to April 1 each year or on or before the dog or cat becomes 5 months of age.)

Sub. (5) states that “The collecting official shall assess and collect a late fee of \$5 from every owner of a dog 5 months of age or over, if the owner failed to obtain a license prior to April 1 of each year, or within 30 days of acquiring ownership of a licensable dog.” *It permits a city to require payment of an “additional fee” (late fee) from any person purchasing a license for a dog 5 months of age or over, or after April 1, when setting the amount of the license tax.*

The license taxes are not to exceed the total cost of all dog licensing, regulating and impounding activities for the previous year, less any statutory refunds, and shall be levied and collected in the same manner as other dog license taxes. I understand the current dog license tax does not cover expenses.

Recommendation: Because the statute does not appear to permit raising the late fee, once provided for, the late fee shall be assessed at \$5. I recommend reducing the late fee back to \$5; looking at the license tax if those revenues do not cover the cost of expenses; refunding for the 2021 calendar year, those late fees paid beyond the \$5 statutory amount.