



OFFICIAL NOTICE AND AGENDA - REVISED

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, June 9, 2020 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.		
File #	CMT	Consent Agenda	ACT
20-0501	COUN	Minutes of previous meeting. (5/19/20 & 5/26/20)	Place on file
20-0505	AIR & FIN	Joint Resolution Approving Wausau Flying Service to utilize federal CARES funding to relieve Wausau Flying Service of its direct expenses during the Stay At Home Order and utilizing the remainder of the CARES funding for use in airport development projects, such as a front end loader	Approved 6-0 Approved 4-0
01-0718	AIR & FIN	Joint Resolution Authorizing execution of a ten (10) year lease between the City of Wausau ("City") and the United States of America ("Lessee") for use by the Federal Aviation Administration for antenna and rack space at the City of Wausau Downtown Airport	Approved 6-0 Approved 4-0
18-0411	AIR & FIN	Joint Resolution Approving Sale of Patrick a/k/a Pat Wallschlaeger and Jeanne Wallschlaeger's hangar to Merchant Property Investment LLC, including approval of new ground lease to Merchant Property Investment LLC and approval of termination of current ground lease with Wallschlaeger	Approved 6-0 Approved 4-0
20-0605	PLAN	Ordinance Rezoning 516 Steuben Street from TF-10, Two Flat Residential-10 Zoning District to UMU, Urban Mixed Use Zoning District.	Approved 6-0
20-0108	PH&S	Resolution Approving or Denying Various Licenses	Approved 5-0
20-0606	PH&S	Ordinance Amending Section 5.04.030 Investigation of certain applicants	Approved 5-0
20-0610	PH&S	Ordinance Repealing and replacing subsections (a) and (b) of Section 15.24.010 Boundaries	Approved 5-0
File #	CMT	Resolutions and Ordinances	ACT
20-0603		Mayor's Appointments	
19-1109	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) (2020 Comprehensive Fee Schedule)	Approved 5-0
20-0611	P&R	Resolution Approving following CDC Guidelines with respect to playground facilities and signing them closed	Approved 5-0
20-0612	P&R	Resolution Approving the opening of athletic fields for organized sports	Approved 3-2
20-0613	P&R	Resolution Approving the opening of two of the City's three swimming pools for the 2020 summer season	Approved 4-1
20-0613	PH&S	Resolution Approving the opening of up to three (3) City of Wausau public pools beginning July 1, 2020	Failed 1-4
20-0604	PLAN	Ordinance Rezoning 512 Franklin Street from TF-10, Two Flat Residential-10 Zoning District to NMU, Neighborhood Mixed Use Zoning District	Approved 4-2
87-0220	WWW	Ordinance Amending Section 13.64.020, Basis for charges (Sewer Service Charges)	Approved 5-0
20-0608	WWW	Resolution Authorizing the issuance and sale of up to \$44,756,287 Water System Revenue Bonds, Series 2020B, and providing for other details and covenants with respect thereto	Approved 5-0
20-0609	WWW	Resolution Authorizing the issuance and sale of up to \$89,923,286 Sewer System Revenue Bonds, Series 2020C, and providing for other details and covenants with respect thereto	Approved 5-0
Suspend the Rules- 6(B) Filing and 12 (A) Referral of Resolutions (2/3 vote required)			
02-0432	COUN	Ordinance Amending Chapter 2.16 Standing Rules of the Common Council Rule 2 – Quorum Required and Rule 4 – Absence of Members	Pending
00-0808	FIN	Resolution Approving amendment to agreement between City of Wausau and Associated Trust Company, N.A. and withdrawal of funds from Wausau Cemetery Perpetual Trust fund	Pending
20-0607	FIN	Resolution Approving Intergovernmental Agreement for Law Enforcement Services for the 2020 Democratic National Convention in Milwaukee, Wisconsin	Pending
Public Comment & Suggestions			
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 146 008 5845. Password: 233688,**

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 over the internet by <https://waam.viebit.com/?folder=ALL>, 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 6/05/20 @ 2:00 PM Questions regarding this agenda may be directed to the City Clerk.

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

OFFICIAL PROCEEDINGS OF THE SPECIAL MEETING OF THE WAUSAU COMMON COUNCIL

held on Tuesday, May 19, 2020 at 5:30 pm in the Council Chambers at City Hall.

Mayor Katie Rosenberg presiding.

Roll Call

Roll Call indicated 11 members present.

<u>District</u>	<u>Aldersperson</u>	<u>Present</u>
1	Peckham, Patrick	YES
2	Martens, Michael	YES
3	Kilian, Tom	YES
4	Neal, Tom	YES
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

Suspend the Rules

Motion by Rasmussen, second by Kilian to suspend Rule 11(A) Referral of Ordinances.

Yes Votes: 11 No Votes: 0 Result: PASS

02-0432

Motion by Neal, second by Kilian to adopt the Ordinance of the Common Council Amending Chapter 2.16 Standing Rules of the Common Council Rule 2 – Quorum Required and Rule 4 – Absence of Members.

Mayor Rosenberg clarified this allows the continuation of meeting by WebEx or phone up until July 1, 2020.

Neal indicated he received an email questioning if texts will be permitted. Attorney Jacobson stated texts would not comply with the open meetings law.

Peckham questioned why they chose July 1st instead of October 1st. Mayor Rosenberg responded the County is also changing their rules to extend to July 1st and we are just following suit on their recommendation. She stated they can extend to October without a special meeting if they do so before it expires at the end of June.

Yes Votes: 11 No Votes: 0 Result: PASS

Adjourn

Motion by Herbst, second by Watson to adjourn the meeting, Motion carried unanimously. Meeting adjourned at 5:36 pm.

Katie Rosenberg, Mayor
Leslie M. Kremer, City Clerk

OFFICIAL PROCEEDINGS OF THE MEETING OF THE WAUSAU COMMON COUNCIL

held on Tuesday, May 26, 2020 at 6:30 pm in the Council Chambers at City Hall.

Mayor Katie Rosenberg presiding.

Roll Call

05/26/2020

Roll Call indicated 8 members present; 2 members entered the meeting after roll call bringing the members present up to 10.

<u>District</u>	<u>Alderpersion</u>	<u>Present</u>
1	Peckham, Patrick	YES (<i>WebEx</i>)
2	Martens, Michael	YES
3	Kilian, Tom	YES (<i>WebEx</i>)
4	Neal, Tom	NO
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 (<i>WebEx</i>)

Proclamations:

Mayor Rosenberg proclaimed **Saturday, June 6, 2020**, as **World Migratory Bird Day**, and urged all citizens to celebrate this observance with the Wausau Bird Club on a 6:30 AM bird walk at the Monk Botanical Gardens. She asked all citizens to support all efforts to protect and conserve migratory birds and their habitats in our community and the world at large. Sue Haug, Wausau Bird Club, accepted the proclamation and announced that Wausau was again awarded “Bird City” designation.

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

None

Communications and recommendations from the Mayor: Strategic Planning

Mayor Rosenberg reviewed information on strategic planning that was added to the Council packet. She indicated she wanted to work with the Council to determine where the city wants to be in the next five to seven years and to chart out a road map to get there. She asked for the Council’s and the community’s guidance to pull it all together and share with goals and measurable criteria. She indicated if they were interested in moving forward she would work with them and staff to develop a general statement and then present five to six outcomes that they’d like to achieve. Following this, an oversight group will be convened consisting of people who have done this before. She suggested former County Administrator Brad Karger and former County Board Member Ken Day. An actualized purpose will be presented to the Council and when it is the way they want it she will work with staff to get our professional strategic planner (consultant) on board.

Following discussion, consensus of Council was to move forward with strategic planning.

Consent Agenda

05/26/2020

Motion by McElhaney, second by Martens to approve all the items on the Consent Agenda as follows:

Ryan requested file number 19-1109 be removed from Consent and taken separately.

20-0501 Minutes of previous meeting. (5/13/20)

20-0507 Ordinance of the Capital Improvements & Street Maintenance Committee Amending Section 10.20.080(a) designating no parking on the west side of North 4th Street from the south curb line on McIndoe Street to a point 175 feet south

20-0104 Final Resolution of the Capital Improvements & Street Maintenance Committee and the Plan Commission Vacating and discontinuing the east 235 feet of alley lying west of 912 North 9th Street

20-0317 Resolution of the Public Health & Safety Committee temporarily suspending W.M.C. 5.64.036 Drive-Up Sales for a period expiring on October 31, 2020, 11:59 p.m.

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

19-1109

05/26/2020

Motion by Wadinski, second by Rasmussen to adopt the Resolution of the Finance Committee Authorizing the modification of fees to the City of Wausau Fees and Licenses Schedule adopted pursuant to Wausau Municipal Code §3.40.010(a) (2020 Comprehensive Fee Schedule).

Discussion regarding private wells and the increase in permit fees.

Yes Votes: 9 No Votes: 1 Abstain: 0 Not Voting: 1 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	NV
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

20-0503

05/26/2020

Motion by McElhaney, second by Herbst to confirm the Mayor's Appointments to the Safer Elections Task Force.

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

92-0623

05/26/2020

Motion by Martens, second by Rasmussen to adopt the Resolution of the Finance Committee Approving renewal of parking lot lease with Colonial Property 4, LLC Grant and 3rd Streets.

Yes Votes: 9 No Votes: 1 Abstain: 0 Not Voting: 1 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	NV
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

19-1109

05/26/2020

Motion by Watson, second by Larson to adopt the Resolution of the Finance Committee Approving Reallocation of \$25,000 Budgeted for Brockmeyer Park Parking Lot to JoJo's Jungle Playground in Brockmeyer Park.

Kilian stated at committee the resolution had been amended to attach a transportation facilitation program to and from the park. He questioned if that was going to be directed to an appropriate committee, perhaps Transit. He felt getting children and families there and back is also critical.

McElhaney responded there has been discussion regarding this with Peckham, Greg Seubert and Jamie Polley, however, currently MetroRide is dealing with COVID-19 and only allowing 10 people per bus on the regular routes. She indicated they will look at it on Transit Commission and consider how it will affect the budget, but it will take some time. Peckham confirmed it would be placed on the next Transit agenda.

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

20-0505

05/26/2020

Motion by Watson, second by Peckham to adopt the Resolution of the Finance Committee Approving the Community Development Block Grant Program Action Plan adding Coronavirus Aid, Relief, and Economic Security (CARES) Act funding and the Reprogramming Homeowner Rehabilitation Revolving Loan Funds into CARES initiatives.

Lengthy discussion. (Can be viewed online https://www.youtube.com/channel/UC-Nigpdco_i8sq5FbbJD_aw)

Yes Votes: 8 No Votes: 2 Abstain: 0 Not Voting: 1 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	NV
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	YES

20-0509

05/26/2020

Motion by Rasmussen, second by Watson to adopt the Ordinance of the Public Health & Safety Committee Creating temporary ordinance Chapter 5.90 Relaxing Certain Code Requirements during COVID -19 Pandemic and Recovery for a period expiring on October 31, 2020, 11:59 pm: to provide for COVID-19 temporary outdoor restaurant seating areas; authorize City staff review and approval of temporary outdoor seating areas and temporary expansion of licensed premises for restaurants; temporarily amending Section 9.04.025 Consumption or possession of intoxicants on streets; and temporarily amending Special Events Policies and Procedures.

McElhaney questioned what streets were being closed for the Dining in the Streets event because she wanted to ensure the bus routes weren't disrupted. Mark Craig stated they would close the 300 and 400 block of 3rd Street, but not the cross streets and would not affect any bus routes.

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

Suspend the Rules

05/26/2020

Motion by Martens, second by Rasmussen to suspend Rule 6(B) Filing and 12(A) Referral of Resolutions.

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

20-0508

05/26/2020

Motion by Rasmussen, second by McElhaney to adopt the Resolution of the Common Council Approving Termination of Cross Easement and approving a Construction Easement with Thrive Properties LLC – 2105 N. 2nd Street.

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

Adjourn

05/26/2020

Motion by Herbst, second by Watson to adjourn the meeting. Motion carried unanimously. Meeting adjourned at 8:00 pm.

Katie Rosenberg, Mayor
Leslie M. Kremer, City Clerk



PROCLAMATION

WHEREAS, On June 14, 1777, the flag of the United States was adopted by resolution of the Second Continental Congress; and,

WHEREAS, the American flag invokes pride in our citizens and hope in those who come to our shores in search of a brighter tomorrow.

WHEREAS, We celebrate Flag Day with a sense of pride and strength as a nation and we reflect on the symbolic representation of freedom and opportunity; and

WHEREAS, The flag of the United States has accompanied our fighting men and women for hundreds of years on the battlefields; and,

WHEREAS, With hands over hearts, Americans of all backgrounds and beliefs have saluted Old Glory and honored its legacy.

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

FLAG DAY

On

June 14, 2020

And ask that the people of our great city honor our Flag and the men and women of the armed services who have served under it. Wherever the flag lies or flies, the message is clear: We rise and fall together, as one Nation and one people.

Katie Rosenberg
Mayor, City of Wausau
June 9, 2020



JUNETEENTH PROCLAMATION

- WHEREAS, President Abraham Lincoln signed the Emancipation Proclamation on January 1, 1863, declaring the slaves in Confederate territory free, paving the way for the passing of the 13th Amendment which formally abolished slavery in the United States of America; and
- WHEREAS, news of the signing of the Emancipation Proclamation was delayed two and a half years, to June 19, 1865, in reaching authorities and African-Americans in the South and Southwestern United States; and
- WHEREAS, June 19th has a special meaning to African-Americans, and is called "JUNETEENTH" combining the words June and Nineteenth, and has been celebrated by the African-American community for over 150 years; and
- WHEREAS, Juneteenth is the oldest known celebration commemorating the abolition of slavery; and
- WHEREAS, Juneteenth reminds all of us of the promise of freedom, equality, and opportunity that define the American Dream.

NOW, THEREFORE, I, Katie Rosenberg, Mayor of the City of Wausau, WI do hereby declare

June 19, 2020

as

JUNETEENTH

in the City of Wausau, WI and urge all citizens to become more aware of the significance of this celebration in African-American history and in the heritage of our nation.

Katie Rosenberg
Mayor, City of Wausau
June, 2020



PROCLAMATION

WHEREAS, the Mid-State Sisters of Skate Roller Derby League was founded in June of 2010 in Stevens Point, WI and is celebrating its 10th year as a competitive, non-profit, roller derby league in Wisconsin; and

WHEREAS, Mid-State Sisters of Skate was founded to foster personal growth and community service for its athletes in Central Wisconsin; and

WHEREAS, Mid-State Sisters of Skate has obtained and maintained membership in the Women's Flat-Track Roller Derby Association (the world's sanctioning body in Women's Flat Track Roller Derby) as a full member in good standing; and

WHEREAS, Mid-State Sisters of Skate has supported local non-profit organizations by donating thousands of dollars and hundreds of hours of community service in Stevens Point and Portage County; and

WHEREAS, Mid-State Sisters of Skate Roller Derby has hosted teams from all over the US and from Canada in Stevens Point and Central Wisconsin; and

WHEREAS, Mid-State Sisters of Skate has provided training and competitive opportunities for the men and women of Stevens Point and surrounding areas; and

WHEREAS, Mid-State Sisters of State continues to uphold its reputation and that of Stevens Point in the state, national, and international roller derby community; now therefore

I, Katie Rosenberg, Mayor of the City of Wausau, WI, do hereby proclaim June, 2020 as

ROLLER DERBY MONTH

in the City of Wausau and partner with Mayor Mike Wiza in the City of Stevens Point in recognition of the hard work and dedication to the sport and to the community of Stevens Point and Wausau and the surrounding central Wisconsin area.

IN WITNESS WHEREOF I have set my hand and caused the seal of the City of Wausau to be affixed, this 5th day of June, in the year twenty-twenty.

Katie Rosenberg
Mayor, City of Wausau



PROCLAMATION

JUNE DAIRY MONTH

WHEREAS, The City of Wausau is situated in the heart of Marathon County which is the largest county in the State of Wisconsin with an area of 1,584 square miles and 135,341 residents. It has a wide variety of industrial plants which manufacture more than fifty different products, including dairy products ranked as one of the most important; and

WHEREAS, Marathon County is one of the leading dairy producing counties in the State of Wisconsin and the nation, currently the second in milk production in Wisconsin; and

WHEREAS, farmers throughout our surrounding area are promoters of the family farm and provide a good sense of dedication and work ethic for our youth; and

WHEREAS, the dairy industry is responsible for 11,021 jobs in Marathon County and is the largest part of county agriculture, contributing to a total of \$2.8 billion to the local economy annually.

NOW THERE BE IT RESOLVED, that I, Mayor Katie Rosenberg proclaim

JUNE

as

DAIRY MONTH

In the City of Wausau and encourage all to salute the dairy farmers and the dairy industry for their contributions to our economy and to our dairy health.

Katie Rosenberg
Mayor, City of Wausau
June 9, 2020



Proclamation

Proclaiming JUNE AS PRIDE MONTH IN WAUSAU

WHEREAS, Wausau supports the rights of every citizen to experience equality and freedom from discrimination; and

WHEREAS, all people regardless of age, gender identity, race, ethnicity, religion, marital status, national origin, sexual orientation, or physical abilities have the right to be treated on the basis of their intrinsic value as human beings; and

WHEREAS, the Marathon County 2019 LIFE Report identifies a key goal to create a community that is diverse, inclusive and everyone has a sense of belonging and calls for leadership to ensure that Wausau and Marathon County are open, inclusive, and diverse place to live and work; and

WHEREAS, the Williams Institute at the UCLA School of Law [reported](#) in January 2019 that 3.8% of the population of Wisconsin identifies as LGBTQ+; and

WHEREAS, the [2019 Economic Development Strategic Plan](#) completed by TIP Strategies of Austin, TX, commissioned by the Wausau Region Chamber of Commerce identified talent recruitment as a fundamental component of economic success, stating that competing successfully for top-tier talent will require that the Greater Wausau Region bring in nontraditional workers to attract and retain skilled workers from outside the region; and

WHEREAS, June 28, 2020, marks the 51st anniversary of the “Stonewall Uprising,” which is generally [recognized](#) as a turning point in the struggle for civil rights of the LGBTQ+ community; and

WHEREAS, in 1982, Wisconsin was the first state to ban discrimination based on sexual orientation in employment, housing, education, credit, and all public accommodations — When signed into law by Governor Lee S. Dreyfus, he [said](#), “It is a fundamental tenet of the Republican Party that government ought not intrude in the private lives of individuals where no state purpose is served, and there is nothing more private or intimate than who you live with and who you love”; and

WHEREAS, we recognize that diversity and inclusiveness is key to the future economic and social success of Wausau; and

WHEREAS, we recognize and embrace the responsibility for the City of Wausau to set a positive example for the community in ensuring that our employment practices and work environments are respectful of all people, regardless of age, gender identity, race, color, religion, marital status, national origin, sexual orientation, or physical challenges,

I, Katie Rosenberg, Mayor of the City of Wausau, WI do hereby proclaim

June

as

Pride Month in Wausau

Katie Rosenberg, Mayor, City of Wausau

**JOINT RESOLUTION OF AIRPORT COMMITTEE
AND FINANCE COMMITTEE**

Approving Wausau Flying Service to utilize federal CARES funding to relieve Wausau Flying Service of its direct expenses during the Stay At Home Order and utilizing the remainder of the CARES funding for use in airport development projects, such as a front end loader

Committee Action: Airport: Approved 6-0
 Finance: Approved 4-0

Fiscal Impact: None

File Number: 20-0505

Date Introduced: June 9, 2020

RESOLUTION

WHEREAS, the City of Wausau owns and operates an airport within the corporate limits of the City of Wausau ("City") known as the Wausau Downtown Airport ("Airport"); and

WHEREAS, the City of Wausau is receiving \$30,000.00 from the federal government designated specifically for use at the Airport from the Coronavirus Aid Relief and Economic Security ("CARES") Act, which may be used for operational needs and development project opportunities; and

WHEREAS, Wausau Flying Service operates, in part, as a Fixed Based Operator ("FBO") of the Airport under a contract with the City, providing fuel, flying lessons, hangar storage, and other aeronautical services; and

WHEREAS, under the FBO contract, WFS pays the City rent, utilities, and a share of the revenue of the fuel sales; and

WHEREAS, WFS experienced a downturn in business during the Wisconsin's Stay At Home Order ("WSHO"), which lasted from March 13, 2020 to May 13, 2020; and

WHEREAS, WFS is requesting forgiveness for rent, utilities (electric, gas, water), and fuel flow fees for the duration of the WSHO; and

WHEREAS, the CARES funding in the amount of \$5,875.60 can be used to compensate the City for the rent, utilities, and fuel flow fee shortfall that is owed by WFS; and

WHEREAS, the remaining \$24,123.40 in CARES money will be used as a down payment for a front end loader, that will be owned by the City, for snow removal at the Airport; and

WHEREAS, your Airport Committee, at its May 13, 2020, meeting, approved the use of \$5,875.60 in CARES money to compensate the City for the rent, utilities, and fuel flow fee shortfall that

is owed by WFS, a copy of the figures is attached and incorporated herein by reference, and to use the remaining \$24,123.40 in CARES money as a down payment for a front end loader for snow removal; and

WHEREAS, your Finance Committee, at its May 26, 2020, meeting, also approved the use of \$5,875.60 in CARES money to compensate the City for the rent, utilities, and fuel flow fee shortfall that is owed by WFS, a copy of the figures is attached and incorporated herein by reference, and to use the remaining \$24,123.40 in CARES money as a down payment for a front end loader for snow removal; and

NOW THEREFORE BE IT RESOLVED by the Common Council of the City of Wausau, the City forgives WFS for the rent, utilities, and its share of the fuel flow revenue for the period of March 13, 2020 through May 13, 2020.

BE IT FURTHER RESOLVED, by the Common Council of the City of Wausau, that appropriate City officials and staff are authorized and directed to take steps to accomplish the reimbursement to the City with the CARES funding as well as to submit the remaining CARES funding balance as a down payment for the purchase of a front end loader for snow removal set forth herein.

Approved:

Katie Rosenberg, Mayor

Airport Manager Memo 05/19/2020

Re: Wausau Flying Service request to use federal CARES funding (Corona Virus Aid Relief And Economic Security) to forgive Wausau Flying Service rent, utility, and fuel flow fees during the Wisconsin Stay At Home Order, and consider use the remainder toward the purchase of a front end loader for snow removal.

The Wausau Downtown Airport is receiving \$30,000 from the federal government. CARES funding can be used for "operational needs and development project opportunities".

Wausau Flying Service (WFS) experienced a dramatic downturn in business during Wisconsin's "Stay at Home" order. WFS cut staffing to three employees during the Wisconsin Stay at Home Order (WSHO) which lasted from March 13th through May 13th. During WSHO all our full-time employees were fully compensated while staying at home. WFS received federal PPP money to help with payroll. But this does not make up for the loss of revenue to compensate for operational expenditures.

WFS has not performed flight instruction and aircraft rental since March 13th and fuel revenue is currently down 62% for the month of April. Year-to-date fuel flow volume decreased from being up 14% for 2020 in March, to being down 9% through April. Our pilot service business is operating at 30% capacity.

All summer big revenue events have been canceled for 2020 including the Balloon Rally, AirVenture, AirVenture Cup Race, the National Ercoupe Convention, Hamburger Night, and all area fly-ins and airshows. The revenue shortfall has been difficult to say the least and is likely to last through the summer of 2020. Our company does 75% of it's business from June through September.

To assist with expense relief, Wausau Flying Service is requesting forgiveness for rent, utilities (electric, gas, water), and fuel flow fees for at least the duration of the WSHO effective period. Included in this memo is documentation of our share of these bills to the City.

The Wisconsin Bureau of Aeronautics has confirmed that CARES funding can be used to compensate the City for the rent, utility, and fuel flow fee shortfall. Below is the amount requested from the CARES funding:

The "Stay at Home" order was in effect March 16 - May 13

March 16-30

Rent:	\$592.48
Utilities:	\$369.23
Fuel Flow:	6596.03 gallons X .12 = \$791.40

April
Rent: \$1147.81
Utilities: \$706.37
Fuel Flow: \$755.52

May 1-13
Rent: \$481.39
Utilities (estimated*): \$350.00
Fuel Flow: 5679.05 gallons X .12 = \$681.40

total request CARES reimbursement request: \$5875.60

* utilities for the May 1-13 is an estimate and cannot be specified until all utility bills are issued for the month of May.

I recommend the remaining \$24,123.40 be invested in development project opportunities (FAA term). This funding should be used as a down payment for a front end loader for snow removal at the airport.

The last two winters the airport has operated a leased Caterpillar front end load and plow for snow removal from November through May. This equipment then returns to the dealer. This equipment replaced the truck that was previously used in the same capacity. The truck could barely do the job and took three times the labor to complete the work. The water content of the snow falls the last two winters wouldn't allow a truck to do the work on at least 3 occasions. Without a front end loader the airport would need to be closed for a period of days each time. Efficient snow removal is a requirement for the FAA funding we used to fund 95% of capital projects at the airport.

Airport management recommends purchase of a front end loader with plow that the City Airport will own. The equipment will be used exclusively for snow removal at the airport. My hope would also be to negotiate a service program with the purchase to relieve the City of Wausau vehicle maintenance department of that burden. Purchasing our own front end loader will be an asset investment, eliminating the annual 6-month lease cost of a front end loader.

Using CARES money to fund the purchase requires the airport to follow FAA and City equipment purchase guidelines. Included in this packet is an estimated cost for the front end loader that we leased for the 2019/2020 winter season.

FINANCE COMMITTEE

Date and Time: Tuesday, May 26, 2020 @ 5:15 pm., Council Chambers

Members Present *In person*: Rasmussen, Martens, Herbst, and Watson. *By WebEx*: Ryan (entered late).

Others Present: Rosenberg, Jacobson, Goede, Kujawa, Splinter, Barteck, Chmiel, Groat

Discussion and possible action on Wausau Flying Service utilizing federal CARES funding to relieve Wausau Flying Service of its direct expenses during the Stay At Home Order and utilizing the remainder of the CARES funding for use in airport development projects, such as a front end loader or architecture/design costs for terminal upgrades

Chmiel explained they have to commit to spending the funds before they can actually receive them, so they are informing the government how they intend to spend the funding.

Martens questioned if there was a significant savings in purchasing the front end loader versus leasing it. Chmiel stated the lease is approximately \$12,000 per year, which goes straight out the window when leasing. This will allow them to purchase a front end loader at a cheaper price and depending on who gets the bid to provide the equipment, they may be able to use the lease money from last year towards the purchase. It is perfect timing to use the lease money and CARES funds to bring down the cost of the front end loader.

Motion by Martens, second by Herbst to approve Wausau Flying Service utilizing federal CARES funding. Motion carried 4-0.

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

**JOINT RESOLUTION OF AIRPORT COMMITTEE
AND FINANCE COMMITTEE**

Authorizing execution of a ten (10) year lease between the City of Wausau (“City”) and the United States of America (“Lessee”) for use by the Federal Aviation Administration for antenna and rack space at the City of Wausau Downtown Airport

Committee Action: Airport: Approved 6-0
 Finance: Approved 5-0

Fiscal Impact: Rental Payments to the City in the amount of \$216.67 per month for the first 5-year term (which is the current rate) and \$227.28 for the second 5-year term

File Number: 01-0718

Date Introduced: June 9, 2020

FISCAL IMPACT SUMMARY

COSTS	<i>Budget Neutral</i>	Yes ☐ No ☒	
	<i>Included in Budget:</i>	Yes ☒ No ☐	<i>Budget Source: revenue of \$2,600</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: \$2,600 revenue</i>
	<i>Grant Financed:</i>	Yes ☐ No ☒	<i>Amount:</i>
	<i>Debt Financed:</i>	Yes ☐ No ☒	<i>Amount</i> <i>Annual Retirement</i>
	<i>TID Financed:</i>	Yes ☐ No ☒	<i>Amount:</i>
	<i>TID Source: Increment Revenue ☐ Debt ☐ Funds on Hand ☐ Interfund Loan ☐</i>		

RESOLUTION

WHEREAS, the City of Wausau owns and operates an airport within the corporate limits of the City of Wausau (“City”) known as the Wausau Downtown Airport (“Airport”); and

WHEREAS, the parties have negotiated a ten (10) year lease for the provision of approximately 322 square feet of space located on the first floor of the Administrative Building at the Airport to the United States of America for use by the Federal Aviation Administration (“FAA”) to keep and maintain certain technical equipment, antenna, and rack space at a rate of Two Hundred and Sixteen Dollars and Sixty-Seven (\$216.67) per month for the first five-year term and then at a rate of Two Hundred and Twenty Seven Dollars and Twenty-Eight (\$227.28) for the second five-year term; and,

WHEREAS, your Airport Committee, at their March 11, 2020, meeting, and the Finance Committee, at their March 24, 2020, meeting recommend that the lease, a copy of which is attached hereto and incorporated herein as “Exhibit 1,” be approved.

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of Wausau, that the Mayor is hereby authorized and directed to execute the ten (10) year lease agreement for the provision of approximately 322 square feet of space located on the first floor of the Administrative Building at the Airport to the United States of America for use by the FAA to keep and maintain certain technical equipment, antenna, and rack space at a rate of Two Hundred and Sixteen Dollars and Sixty-Seven (\$216.67) per month for the first five-year term and then at a rate of Two Hundred and Twenty-Seven Dollars and Twenty-Eight (\$227.28) for the second five-year term.

Approved:

Katie Rosenberg, Mayor

AIRPORT COMMITTEE

Date and Time: Wednesday, March 11, 2020 @ 6:00 pm., at the Wausau Downtown Airport

Members Present: Peckham (C), Rasmussen, Lawrence, Dennis Seitz, Fred Prehn

Members Excused: Smith, Doug Diny

Others Present: John Chmiel, Nathan Miller, Karl Kemper

Discussion and Possible Action Regarding the approval of the FAA Antennae and Equipment Space Lease

Chmiel stated the FAA typically sends the lease that they are willing to agree to and it is time to renew. The lease is five years for the first term and five years for the second term with a rate adjustment in between those terms.

Motion by Seitz, second by Rasmussen to approve the lease. Motion carried 5-0.

FINANCE COMMITTEE

Date and Time: Tuesday, March 24 2020 @ 5:15 pm., Council Chambers

Members Present *In person*: Nutting, Lawrence, and Smith. *By WebEx*: Rasmussen and Martens.

Others Present: Groat, Jacobson, Mielke, Klein, Hanson, Goede, Van Krey, Gisselman, K. Sorenson

Discussion and possible action regarding FAA Antennae and Equipment Space Lease

Motion by Smith, second by Martens to approve the lease. Motion carried 5-0.

ANTENNA AND EQUIPMENT SPACE LEASE**Between****UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION****And****CITY OF WAUSAU, WISCONSIN****Lease No. 697DCM-19-L-00137
(AUW) FAA Equipment Space
Wausau, Wisconsin****SECTION 1 - OPENING****6.1.1 Preamble (JAN 2017)**

This Lease is hereby entered into by and between City of Wausau, Wisconsin, hereinafter referred to as the Lessor and the United States of America, acting by and through the Federal Aviation Administration, hereinafter referred to as the Government. The terms and provisions of this Lease, and the conditions herein, bind the Lessor and the Lessor's heirs, executors, administrators, successors, and assigns.

For purposes of this Lease, the terms Contractor and Lessor are interchangeable with each other.

6.1.2 Succeeding Lease (JAN 2015)

This Lease succeeds Lease No. DTFACN-16-L-00019 and all other previous agreements between the parties for the leased property described in this document.

6.1.3 Witnesseth (JAN 2015)

Witnesseth: The parties hereto, for the consideration hereinafter mentioned covenant and agree as follows:

6.1.4 Description (OCT 1996)

The Lessor hereby leases to the Government the following described premises which shall be related to the FAA's activities in support of Air Traffic Operations: Approximately 322 square feet of space for technical equipment located on the first floor of the Administration Building at the Wausau Municipal Airport, Wausau, Wisconsin, as shown on the floor plan drawing, identified as Exhibit "A," attached hereto and made a part hereof.

SECTION 2 - TERMS**6.2.5 Term (AUG 2002)**

To have and to hold, for the term commencing on October 1, 2020 and continuing through September 30, 2030 inclusive, provided that adequate appropriations are available from year to year for the consideration herein.

6.2.6 Consideration (JUL 2017)

The Government shall pay the Lessor rent for the premises monthly in arrears, without the submission of invoices or vouchers payable to the City of Wausau, Wisconsin. Payments are due on the first business day following the end of the payment period and are subject to available appropriations. The payments shall be directly deposited in accordance with the "Payment by Electronic Funds Transfer" clause in this Lease. Payments shall be considered paid on the day an electronic funds transfer is made.

Time Period	Monthly Rent	Annual Rent
10/01/2020 – 09/30/2025	\$216.67	\$2,600.04
10/01/2025 – 09/30/2030	\$238.49	\$2,861.88

6.2.7 Cancellation (JUL 2017)

The Government may terminate this Lease at any time, in whole or in part, if the Real Estate Contracting Officer (RECO) determines that a termination is in the best interest of the Government. The RECO shall terminate by delivering to the Lessor a written notice specifying the effective date of the termination. The termination notice shall be delivered by certified mail return receipt requested and mailed at least 30 days before the effective termination date.

6.2.14 Holdover (JUL 2017)

If after the expiration of the Lease, the Government shall retain possession of the premises, the Lease shall continue in full force and effect on a month-to-month basis. Payment shall be made in accordance with the Consideration clause of the Lease, in arrears on a prorated basis, at the rate paid during the Lease term. This period shall continue until the Government shall have signed a new lease with the Lessor, acquired the property in fee, or vacated the premises.

6.2.16 Lessor's Successors (JUL 2017)

The terms and provisions of this Lease and the conditions herein bind the Lessor and the Lessor's heirs, executors, administrators, successors, and assigns.

SECTION 3 - GENERAL CLAUSES

3.2.5-1-RE Officials Not to Benefit (OCT 1996)

No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this lease, or to any benefit arising from it. However, this clause does not apply to this lease to the extent that this lease is made with a corporation for the corporation's general benefit.

3.3.1-15-RE Assignment of Claims (OCT 1996)

Pursuant to the Assignment of Claims Act, as amended, 31 U.S.C. § 3727, 41 U.S.C. § 6305 the Lessor may assign its rights to be paid under this lease.

6.3.10 Maintenance of Premises (JAN 2017)

The Lessor will maintain the demised premises, including the building, grounds, all equipment, fixtures and appurtenances furnished by the Lessor under this Lease, in good repair and tenantable condition. The Lessor shall ensure that all hazards associated with electrical equipment are marked in accordance with the Occupational Safety and Health Administration (OSHA) requirements and National Fire Protection Association (NFPA) 70 electrical code.

6.3.16 Failure in Performance

In the event the Lessor fails to perform any service, to provide any item, or meet any requirement of this Lease, the Government may perform the service, provide the item, or meet the requirement, either directly or through a contract. The Government may deduct any fair and reasonable costs incurred for the service or item, including administrative costs, from the rental payments, provided however, the Government has given written notice to the Lessor of the failure to provide such essential service or item and the Lessor has failed to cure its failure within twenty four (24) hours. No deduction of rent pursuant to this clause will constitute default by the Government on this Lease.

6.3.17 No Waiver (OCT 1996)

No failure by the Government to insist upon strict performance of any provision of this Lease, or failure to exercise any right, or remedy consequent to a breach thereof, will constitute a waiver of any such breach in the future.

6.3.18 Non-Restoration (JUL 2017)

It is hereby agreed between the parties that, upon termination of its occupancy (due to termination or expiration of the Lease), the Government shall have no obligation to restore and/or rehabilitate, either wholly or partially, the property that is the subject of this lease, including any holdover period. It is further agreed that the Government may abandon in place any or all of the structures and equipment installed in or located upon said property by the Government during its tenure. Such abandoned equipment shall become the property of the Lessor.

6.3.26 Damage by Fire or Other Casualty (OCT 1996)

If the building or structure is partially or totally destroyed or damaged by fire or other casualty or if environmentally hazardous conditions are found to exist so that the leased premises is untenable as determined by the Government, the Government may terminate the Lease, in whole or in part, immediately by giving written notice to the Lessor and no further rental will be due.

6.3.28 Interference (OCT 2008)

Should there be interference with the Lessor's facility due to the FAA operations, the FAA shall correct the problem immediately. If the Lessor's facility interferes with FAA's equipment, then the Lessor will correct the problem immediately.

6.3.29 Alterations

The Government shall have the right during the term of this Lease, including any extensions thereof, to make alterations, attach fixtures, and erect structures or signs in or upon the premises hereby leased. All alterations and additions are and will remain the property of the Government and may be removed or otherwise disposed of by the Government. The parties hereto mutually agree and understand, that no restoration rights shall accrue to the Lessor

for any alterations or removal of alterations to the leased premises under this Lease, and that the Government shall have the option of abandoning alterations in place, when terminating the Lease, at no additional cost. The Government shall not make any improvements to the Premises without the prior written consent of the Lessor, such consent will not be unreasonably withheld.

6.3.30 Hold Harmless (OCT 1996)

In accordance with and subject to the conditions, limitations and exceptions set forth in the Federal Tort Claims Act of 1948, as amended (28 USC 2671 et. seq.), hereafter termed "the Act" the Government will be liable to persons damaged by any personal injury, death or injury to or loss of property, which is caused by a negligent or wrongful act or omission of an employee of the Government while acting within the scope of his office or employment under circumstances where a private person would be liable in accordance with the law of the place where the act or omission occurred. The foregoing shall not be deemed to extend the Government's liability beyond that existing under the Act at the time of such act or omission or to preclude the Government from using any defense available in law or equity.

6.3.31 Default by Lessor (OCT 1996)

Each of the following shall constitute a default by Lessor under this Lease:

- A. If the Lessor fails to perform the work required to deliver the leased premises ready for occupancy by the Government with such diligence as will ensure delivery of the leased premises within the time required by the lease agreement, or any extension of the specified time.
- B. Failure to maintain, repair, operate or service the premises as and when specified in this Lease, or failure to perform any other requirement of this Lease as and when required, provided such failure which shall remain uncured for a period of time as specified by the RECO, following Lessor's receipt of written notice thereof from the RECO.
- C. Repeated failure by the Lessor to comply with one or more requirements of this Lease shall constitute a default notwithstanding that one or all failures shall have been timely cured pursuant to this clause.

If default occurs, the Government may, by written notice to the Lessor, terminate the lease in whole or in part.

6.3.32 Compliance with Applicable Laws (OCT 1996)

The Lessor shall comply with all federal, state and local laws applicable to the Lessor as owner or Lessor, or both, of building or premises, including, without limitation, laws applicable to the construction, ownership, alteration or operation of both or either thereof, and will obtain all necessary permits, licenses and similar items at Lessor's expense. This Lease shall be governed by federal law.

6.3.33 Covenant Against Contingent Fees (AUG 2002)

The Lessor warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of the contingent fee.

6.3.34 Anti-Kickback (JAN 2017)

The Anti-Kickback Act of 1986 (41 U.S.C. 51-58) (the Act), prohibits any person from (1) Providing or attempting to provide or offering to provide any kickback; (2) Soliciting, accepting, or attempting to accept any kickback; or (3) Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to the United States or in the contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor.

6.3.35 Examination of Records (AUG 2002)

The Comptroller General of the United States, the Administrator of FAA or a duly authorized representative from either shall, until three (3) years after final payment under this contract have access to and the right to examine any of the Lessor's directly pertinent books, documents, paper, or other records involving transactions related to this contract.

6.3.36 Subordination, Nondisturbance and Attornment (JAN 2017)

A. The Government agrees, in consideration of the warranties and conditions set forth in this clause, that this Lease is subject and subordinate to any and all recorded mortgages, deeds of trust and other liens now or hereafter existing or imposed upon the premises, and to any renewal, modification or extension thereof. It is the intention of the parties that this provision shall be self-operative and that no further instrument shall be required to effect the present or subsequent subordination of this Lease. Based on a written demand received by the RECO, the Government will review and, if acceptable, execute such instruments as Lessor may reasonably request to evidence further the subordination of this Lease to any existing or future mortgage, deed of trust or other security interest pertaining to the premises, and to any water, sewer or access easement necessary or desirable to serve the premises or adjoining property owned in whole or in part by Lessor if such easement does not interfere with the full enjoyment of any right granted the Government under this Lease.

B. No such subordination, to either existing or future mortgages, deeds of trust or other lien or security instrument shall operate to affect adversely any right of the Government under this Lease so long as the Government is not in default under this Lease. Lessor will include in any future mortgage, deed of trust or other security instrument to which this Lease becomes subordinate, or in a separate non-disturbance agreement, a provision to the foregoing effect. Lessor warrants that the holders of all notes or other obligations secured by existing mortgages, deeds of trust or other security instruments have consented to the provisions of this clause, and agrees to provide true copies of all such consents to the RECO promptly upon demand.

C. In the event of any sale of the premises or any portion thereof by foreclosure of the lien of any such mortgage, deed of trust or other security instrument, or the giving of a deed in lieu of foreclosure, the Government will be deemed to have attorned to any purchaser, purchasers, transferee or transferees of the premises or any portion thereof and its or their successors and assigns, and any such purchasers and transferees will be deemed to have assumed all obligations of the Lessor under this Lease, so as to establish direct privity of estate and contract between Government and such purchasers or transferees, with the same force, effect and relative priority in time and right as if the lease had initially been entered into between such purchasers or transferees and the Government; provided, further, that the RECO and such purchasers or transferees shall, with reasonable promptness following any such sale or deed delivery in lieu of foreclosure, execute all such revisions to this Lease, or other writings, as shall be necessary to document the foregoing relationship.

D. None of the foregoing provisions may be deemed or construed to imply a waiver of the Government's rights as a sovereign.

6.3.39 Integrated Agreement (OCT 1996)

This Lease, upon execution, contains the entire agreement of the parties, and no prior written or oral agreement, express or implied shall be admissible to contradict the provisions of this Lease.

6.3.44 Inspection (OCT 1996)

The Government reserves the right, at any time after the Lease is signed and during the term of the Lease, to inspect the leased premises and all other areas of the building to which access is necessary, to ensure a safe and healthy work environment for the Government tenants and the Lessor's performance under this Lease. The Government shall have the right to perform sampling of suspected hazardous conditions.

6.3.45 Contract Disputes (JAN 2017)

All contract disputes arising under or related to this Lease will be resolved through the FAA dispute resolution system at the Office of Dispute Resolution for Acquisition (ODRA) and will be governed by the procedures set forth in 14 C.F.R. Parts 14 and 17, which are hereby incorporated by reference. Judicial review, where available, will be in accordance with 49 U.S.C. 46110 and will apply only to final agency decisions. A Lessor may seek review of a final Government decision only after its administrative remedies have been exhausted.

All contract disputes will be in writing and will be filed at the following address:

Office of Dispute Resolution for Acquisition, AGC-70
Federal Aviation Administration
800 Independence Avenue, S.W., Room 323
Washington, DC 20591
Telephone: (202) 267-3290

A contract dispute against the FAA will be filed with the ODRA within two (2) years of the accrual of the lease claim involved. A contract dispute is considered to be filed on the date it is received by the ODRA.

The full text of the Contract Disputes clause is incorporated by reference. Upon request the full text will be provided by the RECO.

SECTION 4 - FINANCIAL CLAUSES

6.4.1 System for Award Management - Real Property - SAM Waiver (JAN 2017)

The System for Award Management (SAM) is the Government's required method to receive vendor information. However, you have been granted an exception to SAM and therefore must provide your initial payment information and any future changes to your payment information to the RECO on a completed and signed "Vendor Miscellaneous Payment Information" form, together with any other required notice under this lease.

6.4.2 Payment by Electronic Funds Transfer (JAN 2017)

All payments by the Government under this Lease will be made by electronic funds transfer (EFT). The Government will make payment by EFT through the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association. The rules governing federal payments through the ACH are contained in 31 CFR Part 210. The Lessor is responsible for maintaining correct payment information with the Government. If the Lessor's EFT information is incorrect or outdated, the Government is not required to make payments to the Lessor until correct/current EFT information is submitted to the Government for payment distribution.

SECTION 5 - DESIGN AND CONSTRUCTION CLAUSE

6.5.22 Installation of Antennas, Cables & Other Appurtenances (JAN 2017)

The Government shall have the right to install, operate and maintain antennas, wires and their supporting structures, including any linking wires, connecting cables and conduits atop and within buildings and structures, or at other locations, as deemed necessary by the Government. The Government will coordinate with the Lessor when installing antennas, cables, and other appurtenances.

SECTION 7 - SERVICES, UTILITIES, AND MAINTENANCE CLAUSES

6.7.1-1 Services and Utilities (JAN 2017)

Services supplied to technical equipment will be supplied 24 hours a day, and seven days a week. The Government will have access to the leased premises at all times, including the use of electrical services without additional payment.

- A. UTILITIES
- B. MAINTENANCE SERVICES
- C. SNOW REMOVAL

SECTION 10 - CLOSING

6.10.1 Notices (JUL 2017)

All notices/correspondence shall be in writing, reference the Lease number, and be addressed as follows:

TO THE LESSOR:
City of Wausau, Wisconsin
407 Grant Street
Wausau, Wisconsin 54403

TO THE GOVERNMENT:
Federal Aviation Administration
Real Estate Branch, AAQ-920
10101 Hillwood Parkway
Fort Worth, Texas 76177

6.10.3 Signature Block (JUL 2017)

This Lease shall become effective when it is fully executed by all parties.

In witness whereof, the parties hereto have signed their names.

CITY OF WAUSAU, WISCONSIN

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

By: _____

By: _____

Print Name: _____

Print Name: Patti Lorensen

Title: _____

Title: Real Estate Contracting Officer

Date: _____

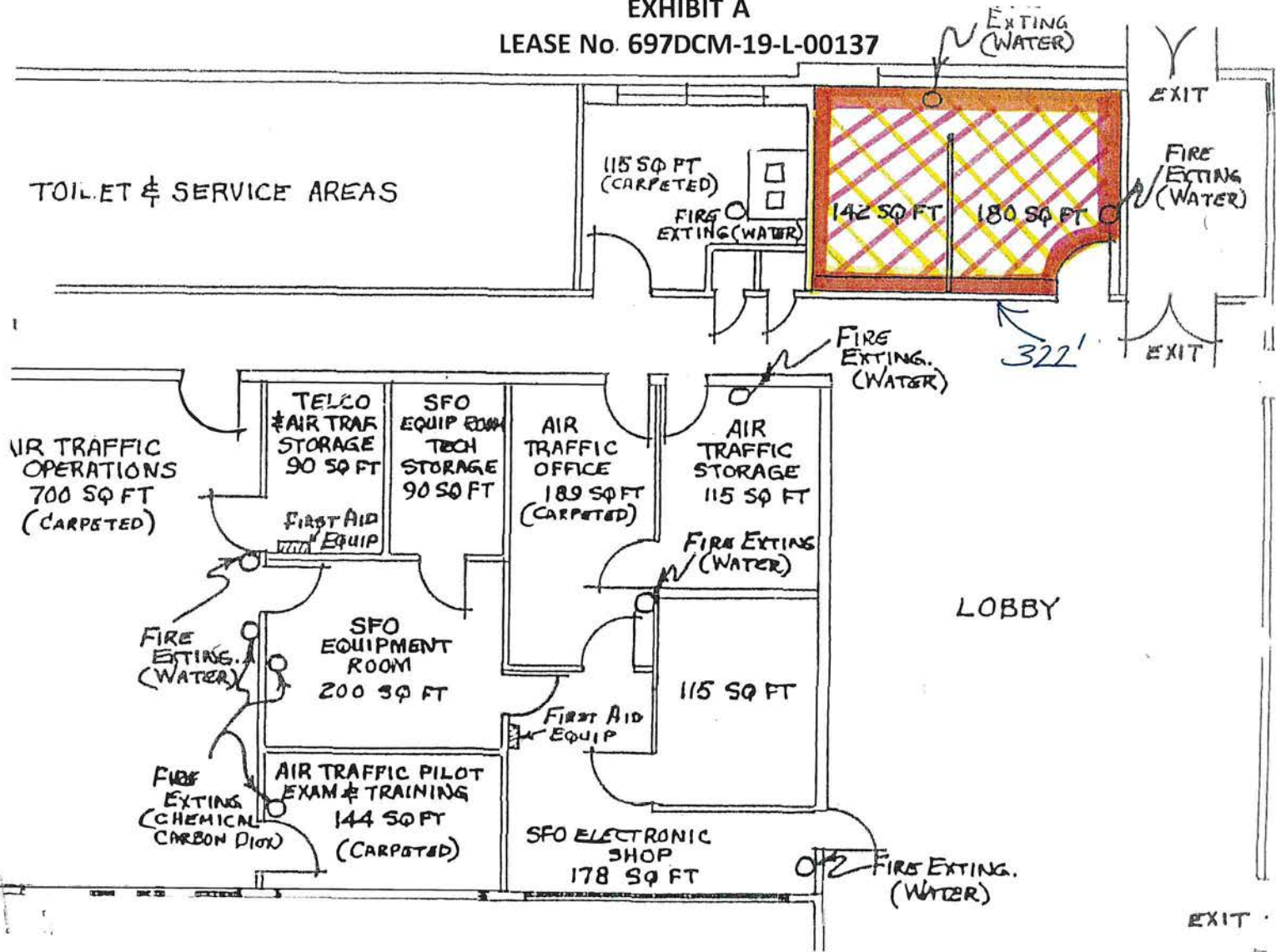
Date: _____

PUBLIC AUTHORIZATION CERTIFICATE

On this _____ day of _____, 2020, I _____ certify that I am the
_____ of the City of Wausau, Wisconsin named in the attached agreement; that
_____ who signed said agreement on behalf of the City of Wausau, Wisconsin is
_____ of said City of Wausau, Wisconsin; that said agreement was duly
signed for and on behalf of City of Wausau, Wisconsin by authority of its governing body, and is
within the scope of its powers.

Signed _____

EXHIBIT A
LEASE No. 697DCM-19-L-00137



**JOINT RESOLUTION OF AIRPORT COMMITTEE
AND FINANCE COMMITTEE**

Approving Sale of Patrick a/k/a Pat Wallschlaeger and Jeanne Wallschlaeger's hangar to Merchant Property Investment LLC, including approval of new ground lease to Merchant Property Investment LLC and approval of termination of current ground lease with Wallschlaeger

Committee Action: Airport: Approved 6-0

Finance: Approved 4-0

Fiscal Impact: Annual lease and tax revenues

File Number: 18-0411

Date Introduced: June 9, 2020

RESOLUTION

WHEREAS, on April 24, 2018, the Common Council approved an airport ground lease with Patrick a/k/a Pat Wallschlaeger and Jeanne Wallschlaeger ("Lessee") which was executed on March 13, 2018; and

WHEREAS, Lessee assumed ownership of the buildings ("Hangar") and improvements constructed for the storage of aircraft and other aeronautical purposes pursuant to such lease; and

WHEREAS, Lessee desires to transfer his interest in the Hangar to Merchant Property Investment LLC, a Wisconsin limited liability company; and

WHEREAS, your Airport Committee, at their May 13, 2020 meeting, approved the transfer of the Hangar to Merchant Property Investment LLC, the execution of a new ground lease to Merchant Property Investment LLC, and termination of the current ground lease with the Lessee; and

WHEREAS, your Finance Committee, at their May 26, 2020 meeting, approved the transfer of the Hangar and execution of a new ground lease to Merchant Property Investment LLC and termination of the current ground lease with the Lessee.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Wausau that the proper City officials are hereby authorized and directed to execute the original of the attached standard ground lease between the City of Wausau and Merchant Property Investment LLC and the termination of the current ground lease with Patrick a/k/a Pat Wallschlaeger and Jeanne Wallschlaeger.

Approved:

Katie Rosenberg, Mayor

FINANCE COMMITTEE

Date and Time: Tuesday, May 26, 2020 @ 5:15 pm., Council Chambers

Members Present *In person*: Rasmussen, Martens, Herbst, and Watson. *By WebEx*: Ryan (entered late).

Others Present: Rosenberg, Jacobson, Goede, Kujawa, Splinter, Barteck, Chmiel, Groat

Discussion and possible action on terminating airport ground lease with Patrick and Jeanne Wallschlaeger

Rasmussen noted this was already approved by the Airport Committee.

John Chmiel, Airport Manager, explained Mr. Wallschlaeger is selling his hangar so the lease has to be terminated. The next item on the agenda is approval of the new lease for the buyer.

Motion by Martens, second by Herbst to approve the termination of lease. Motion carried 4-0.

Discussion and possible action on airport ground lease with Merchant Property Investment LLC

Motion by Herbst, second by Martens to approve the airport ground lease. Motion carried 4-0.

AIRPORT GROUND LEASE

THIS AGREEMENT, made and entered into this _____ day of _____, 2020, by and between the City of Wausau, a Wisconsin municipal corporation, hereinafter referred to as "CITY," and Merchant Property Investment LLC, a Wisconsin limited liability company, 9080 S County Road K, Merrill, WI 54452, hereinafter referred to as "TENANT;"

WITNESSETH:

WHEREAS, CITY owns and operates an airport within the corporate limits of the City of Wausau known as the Wausau Downtown Airport, hereinafter referred to as "Airport;" and

WHEREAS, the City of Wausau and Patrick a/k/a Pat Wallschlaeger and Jeanne Wallschlaeger have entered into an Airport Ground Lease dated March 13, 2018, for certain real property with the legal description of:

Part of the Northeast ¼ of the Northeast ¼, Section 11, Township 28 North, Range 7 East, City of Wausau, Marathon County, Wisconsin, described as follows:

Commencing at the Northwest corner of said Northeast ¼; thence S 89° 39' 20" E, along the North line of said Northeast ¼, 2586.34 feet to the Northeast corner of said Section 11; thence S 19°00'00" W, 440 feet to the point of beginning;

Thence S 00°02'30" E, 60 feet; thence S 89°57'30" W, 60 feet; thence N 00°02'30" W, 60 feet; thence N 89°57'30" E, 60 feet to the point of beginning.

Said real property is also described in "Exhibit A," hereinafter referred to as "Parcel," and TENANT wishes to assume ownership of the buildings and improvements constructed for the storage of aircraft and other aeronautical purposes as described herein;

NOW, THEREFORE, for and in consideration of the rents, covenants, and agreements herein contained, CITY and TENANT agree as follows:

1. Premises. CITY hereby leases to TENANT the Parcel described in "Exhibit A," attached hereto.

Any and all improvements constructed or maintained on the Parcel, now and in the future, must meet all applicable state and local building codes, and shall be approved by CITY. All improvements together with the Parcel are collectively referred to herein as "Premises." TENANT shall use the improvements and Premises for aeronautical purposes in accordance with the provisions of paragraph 34.

2. Lease Fees. TENANT shall pay to CITY for the lease of the Parcel \$296.97 per year, which payment shall be paid to the City Treasurer on an annual basis no later than the 5th day of January in the year for which the payment is due. (Taxes shall reflect the improvements as of

the legal date of assessment value [currently January 1]). This lease amount shall be adjusted annually to reflect the change in the Consumer Price Index from September 30 the previous year.

3. Term of Agreement. The initial term of this Agreement shall be for a period of twenty (20) years commencing on the date above first written. This lease shall be automatically renewed, without notice from either party, on identical terms for a like successive term, unless either party shall, at least forty-five (45) days before the expiration of the lease, notify the other in writing of the termination of the lease.

4. Utilities and Taxes. TENANT agrees to pay all utilities, taxes, and phone bills, including but not limited to bills for electricity, gas, sewer, and water. TENANT agrees to install or cause to be installed on the leased Premises meters for all utilities to be used on the leased Premises and to pay any and all costs and expenses incurred as a result of the installation and use of such utilities.

5. Improvements. TENANT shall not make any structural alterations, additions or improvements to the building or Premises without the consent of CITY, which consent will not unreasonably be withheld, in those cases where TENANT provides it with plans and specifications for the same evidencing alterations, additions, and improvements of substantially the same appearance, standards, and quality as the construction currently existing on the Premises and there is sufficient, in the opinion of CITY, land for the improvements. TENANT shall have the right to make, without CITY's consent, such nonstructural alterations, additions, and improvements to the building and Premises that TENANT desires in order to conduct its operations on the Premises.

6. Compliance with Laws. TENANT shall at all times comply with the Airport rules and regulations, federal, state, and municipal laws, ordinances, codes, and other regulatory measures, now in existence or as may be hereafter modified and amended, applicable to the specific type of operation contemplated by it. TENANT shall procure and maintain during the term of this agreement all licenses, permits, and other similar authorizations required for the conduct of its aircraft operations.

7. Liens. TENANT agrees to promptly pay all sums legally due and payable on account of any labor performed on or materials furnished for the leased Premises. TENANT shall not permit any liens to be placed against the leased Premises on account of labor performed or material furnished; and in the event such a lien is placed against the leased Premises, TENANT agrees to save CITY harmless from any and all such asserted claims and liens and to remove or cause to be removed any and all such asserted claims or liens as soon as reasonably possible.

8. Development. CITY reserves the right to further develop or improve the landing and public areas, including ramp space of the Airport, as it sees fit regardless of the desires or views of TENANT and without interference or hindrance; provided, however, that no such development or improvement shall for a period in excess of sixty (60) days limit or violate TENANT's rights under this lease agreement or otherwise violate any federal, state, or local law, ordinance, rule, or regulation.

9. Subordination. This lease agreement shall be subordinate to the provisions of any existing or future agreement between CITY and the United States Government relative to the

operation or maintenance of the Airport, the execution of which has been, or may be, required as a condition precedent to the expenditure of federal funds for the development of the Airport. Should the effect of any such agreement with the United States Government be to take the leased Premises or building or any portion of either or substantially destroy the commercial value of either, then, within thirty (30) days after the occurrence of such event, CITY shall terminate this lease agreement and purchase the building from TENANT, which purchase price shall be the fair market value of the building as of the day of the "taking."

10. Air and Noise. CITY hereby reserves for the use and benefit of the public, the right of aircraft to fly in the airspace overlying the leased Premises, together with the right of said aircraft to cause such noise as may be inherent in the operation of aircraft landing at, taking off from, or operating on or in the vicinity of the Airport, and the right to pursue all operations of the Airport; provided, however, that no such rights or the exercise thereof shall limit or violate TENANT's rights under this lease agreement.

11. Restrictions on Obstructions. CITY reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstruction, together with the right to prevent TENANT from erecting, or permitting to be erected, any building or other structure on the Airport, which, in the opinion of CITY, would limit the usefulness of the Airport, or constitute a hazard to aircraft.

12. Assignment. Subject to paragraph 25, TENANT shall not assign its rights and obligations under this lease agreement nor assign any part of the leased Premises to a third party, but may sublet the leased Premises to a third party without CITY approval, provided that the leased Premises is used solely for aircraft storage.

13. Automobile Parking Lot. TENANT and TENANT's guests may use the parking lot area along with other members of the public and individuals utilizing the Airport.

14. Signs. TENANT agrees that no signs, lighting or advertising matter shall be erected without the written consent of CITY.

15. Insurance. TENANT shall maintain on the Parcel and Premises fire and extended coverage insurance in an amount at least equal to the assessed valuation of the improvements as well as liability coverage with a minimum combined single limit in an amount not less than \$1 million dollars of liability per occurrence for Bodily Injury and Property Damage. The liability coverage amount shall be raised by TENANT when and as necessary, during the term of the lease, to correspond to requirements of CITY.

16. Hold Harmless. TENANT agrees to indemnify and hold harmless CITY, its employees, agents, officers and officials, whether hired, appointed or elected, free and harmless from and against any and all judgments, damages, losses, costs, claims, expenses, suits, demands, deaths, actions and/or causes of action to which they may be exposed by reason of injury or injuries to anyone or of the death or deaths of anyone, or by reason of any personal injury and/or real property damage, or by reason of any other liability imposed by law or by anything or by anyone else upon the above-referenced entities and/or individuals as the result of and/or due to TENANT's operations on the demised Premises or on any premises owned by CITY and adjacent thereto

and/or as a result of and/or due to the presence of TENANT on the demised Premises or on premises owned by CITY and adjacent thereto, and/or due to the existence of this Agreement; specifically included within this indemnification and hold harmless section are attorneys' fees and other costs of defense which may be sustained by and/or occasioned to the above-referenced entities and/or individuals.

17. Release. TENANT agrees to release CITY, its employees, agents, officers and officials, whether hired, appointed or elected, from and against any and all judgments, damages, losses, costs, claims, expenses, suits, demands, deaths, actions and/or causes of action of any kind or of any nature which may be sustained or to which they may be exposed by reason of injury or injuries to anyone or of the death or deaths of anyone, or by reason of any personal injury and/or real property damage, or by reason of any other liability imposed by law or by anything or by anyone else upon the above-referenced entities and/or individuals as the result of and/or due to TENANT's operations on the demised Premises or on any premises owned by CITY and adjacent thereto and/or as a result of and/or due to the presence of TENANT on the demised Premises or on premises owned by CITY and adjacent thereto, and/or due to the existence of this Agreement; specifically included within this release section are attorneys' fees and other costs of defense which may be sustained by and/or occasioned to the above-referenced entities and/or individuals.

18. Rights in Common with Others. TENANT shall have the right, in common with others authorized so to do, to use all common areas of Airport, including runways, taxiways, aprons, roadways, parking lots, and any other common areas.

19. Obligations of CITY.

A. CITY shall plow snow promptly and as necessary for the operation of an airport, on the runways, hangar areas, tie-down areas, and any areas in the parking lot necessary for use by TENANT. CITY shall plow to within six (6) feet of TENANT's hangar door.

B. CITY shall maintain the surface of the runways, hangar areas, tie-down areas, and necessary areas of the parking lot in a condition which is reasonable, taking into consideration the required use.

20. City's Right of Entry. CITY shall have the right to, upon 24 hours' notice, inspect the Premises during normal business hours in the company of TENANT or an agent or employee of TENANT for the purpose of examining the same and to ascertain if they are in good and safe repair and in compliance with the requirements contained herein, including compliance with all federal, state and local codes. In the event of an emergency, CITY shall have the right to enter the Premises without advance notice to TENANT.

21. Acceptance of Premises. TENANT, by the execution of this Agreement, represents that it has inspected Airport and the leased Parcel and Premises, and that it accepts the condition of the same as they now exist, and fully assumes all risks incident to the use thereof.

22. Outside Storage and Removal of Trash. TENANT will not store in a location susceptible to view by the public, any equipment, materials, supplies, or damaged or partially dismantled aircraft or other vehicles on the leased or adjacent premises. Any screens or other

devices used to keep equipment, materials or supplies from view shall be subject to prior consent by CITY.

TENANT further agrees to remove or cause to be removed, at TENANT's expense, any trash, garbage or debris generated by TENANT's use of the leased Premises and agrees not to deposit any trash, garbage or debris on any part of Airport or the leased Premises except temporarily in connection with collection or removal of the same.

23. Repair of Premises. TENANT shall, at its expense, keep, maintain, and repair the leased Premises, the building and all improvements in good condition subject to normal wear and tear. Included in TENANT's obligations is cutting grass, weeds and other vegetation. In the event TENANT fails to comply with this subparagraph, CITY shall give notice to TENANT specifying the nature of TENANT's failure. In the event that TENANT fails within thirty (30) days of CITY's notice to cure such failure, CITY shall have the option either to cure such failure and to assess the costs thereof against TENANT, or to terminate this Agreement upon five (5) days' notice to TENANT. TENANT hereby agrees to pay any and all such assessments, including all costs, disbursements and reasonable attorneys' fees incurred by CITY in curing such failure within thirty (30) days after CITY's demand therefor.

24. Security. The parties hereby agree that TENANT assumes all responsibility and obligation for providing security on the leased Premises.

TENANT shall not permit any security code provided by CITY to TENANT to be provided to any other person unless such person has been identified to and approved in advance by LANDLORD, or is an authorized employee of TENANT. Any guest or passenger of TENANT shall be personally escorted by the TENANT, or an authorized employee of TENANT, into and out of security gates of the Airport security fence.

25. Title and Right of First Refusal to Leasehold Improvements. TENANT shall retain the title to all buildings and other improvements constructed by TENANT on the leased Premises. During the term of the lease, ownership may be transferable by TENANT upon CITY's written approval, which shall not be unreasonably withheld.

26. Termination of Lease. Upon termination at the end of the 20-year term or of any successive terms, TENANT shall have the following options:

A. At TENANT's option, all buildings and improvements may be removed from the leased Premises at no cost to the CITY. TENANT shall restore leased Premises to orderly condition.

B. At TENANT's option, all buildings and improvements located on the leased Premises may be sold. CITY shall have the first right to purchase such buildings and improvements. In the event TENANT receives a bona fide written offer to purchase said buildings and improvements from a third party, CITY shall have the first right to purchase said buildings and improvements at the same price and on the same terms and conditions as are contained in such an offer to purchase. In the event CITY elects not to exercise its option of first right of refusal to

purchase the buildings and improvements, the party purchasing said buildings and improvements will agree to lease the Premises from the CITY, upon terms acceptable to CITY.

27. Cancellation by CITY. CITY may cancel this Agreement by giving TENANT sixty (60) days' advance, written notice upon or after any one of the following events of default:

A. The failure of TENANT to pay rent in the amount and at the times and in the manner herein provided, and where such failure shall continue for thirty (30) days or more after written notice thereof shall have been given to TENANT.

B. The abandonment by TENANT of the leased Premises, except in connection with its surrender to an approved assignee, sublessee, mortgagee, or other party succeeding to TENANT's interests or portion thereof hereunder.

C. The default by TENANT in the performance of any covenant or agreement required herein to be performed by TENANT, and TENANT's failure to commence and diligently continue to correct such default after written notice of the default given by CITY, as above provided.

Failure of CITY to declare this Agreement terminated upon the default of TENANT for any of the reasons set out above shall not operate to bar or destroy the right of CITY to cancel this Agreement by reason of any subsequent violation of the terms of this Agreement. Further, the acceptance of rental by CITY for any period after a default of any of the terms, covenants or conditions by TENANT shall not be deemed a waiver of any right on the part of CITY to cancel this agreement.

Upon cancellation by CITY, CITY shall have the right to enter upon Premises and building and, at its option, commence an action to take title.

28. Force Majeure. If, by reason of force majeure, either party is unable, in whole or in part, to carry out the agreements of such party on its part herein contained, such party shall not be deemed in default during the continuance of such inability. The term "force majeure" as used herein shall mean, without limitation, the following: acts of God; strikes; lockout or threats of orders of any kind of the government of the United States or of Wisconsin, or any of their departments, agencies or officials, or any civil (except, in the case of CITY only, CITY) or military authority; insurrections; riots; epidemics; landslides; lightning; earthquake; fire; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government (except, in the case of CITY only, CITY) and people; civil disturbances; explosions; damage, loss, breakage or accident to the buildings, leased Premises or Airport; partial or entire failure of utilities; or any other cause or event not reasonably within the control of such party, it being agreed that the settlement strikes, lockouts and other industrial disturbances shall be entirely within the discretion of such party and such party shall not be required to make settlement of strikes, lockouts and other industrial disturbances by acceding to the demands of the opposing party or parties in such matters when such course is, in the judgment of such party, unfavorable to such party.

29. Nothing in this lease shall serve to transfer title to the land in any manner, from CITY to TENANT.

30. TENANT shall pay to CITY real estate taxes on the building and other improvements, as "Building on Leased Land."

31. Motor Vehicle Parking. TENANT may park motor vehicles inside the hangar or outside the hangar in an area that will not impede access to other hangars or block aircraft from safely using the taxi-lane to taxi. Long term parking of vehicles or trailers outside the hangar is not permitted.

32. Visitors. TENANT shall be responsible for and cause TENANT's passengers, guests or employees to act in a manner that will not disturb other users of the Airport and to pay all reasonable charges for maintenance and repair of damages to the leased premises or Airport caused by TENANT or TENANT's passengers, guests or employees.

33. Notices. All notices required herein shall be in writing and shall be deemed given when mailed by registered or certified mail, postage prepaid, properly addressed to the party to be notified as follows:

If to TENANT: Merchant Property Investment LLC
9080 S County Road K
Merrill, WI 54452
Attn: Edward Merchant, Registered Agent

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

34. Hangar Use.

A. The hangar shall be used for aeronautical purposes which include:

- (i.) Storage of active aircraft;
- (ii.) Final assembly of aircraft under construction;
- (iii.) Non-commercial construction of amateur-built or kit-built aircraft;
- (iv.) Maintenance, repair, or refurbishment of aircraft, but not the indefinite storage of nonoperational aircraft.
- (v.) Storage of aircraft handling equipment such as towbars, glider tow equipment, workbenches, and tools and materials used in the servicing, maintenance, repair or outfitting of aircraft.

B. Provided the hangar is used primarily for aeronautical purposes, non-aeronautical items may be stored in hangars provided the items do not interfere with the aeronautical use of the hangar. No items may be store outside of the hangar. Non-aeronautical items will be deemed to interfere with the aeronautical use of the hangar where the item or items:

- (i.) Impede the movement of aircraft in and out of the hangar or impede access to

- aircraft or other aeronautical contents of the hangar;
- (ii.) Displace the aeronautical contents of the hangar. A vehicle parked at the hangar while the vehicle owner is using the aircraft will not be considered to displace the aircraft;
- (iii.) Impede access to aircraft or other aeronautical contents of the hangar;
- (iv.) Are used for the conduct of a non-aeronautical business;
- (v.) Are stored in violation of airport rules and regulations, building codes or local ordinances.

C. Hangars shall not be used as a residence.

IN WITNESS WHEREOF, the parties hereto have executed and delivered, or caused an authorized representative to execute and deliver this Agreement as of the date first set forth above.

CITY:

CITY OF WAUSAU

BY _____
Katie Rosenberg, Mayor

BY _____
Leslie M. Kremer, Clerk

TENANT:

Merchant Property Investment, LLC

BY _____
Edward Merchant
Its: Sole Member

[illegible]

Personally came before me this _____ day of _____, 2020, the above-named Katie Rosenberg, Mayor, and Leslie M. Kremer, Clerk of the City of Wausau, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Notary Public, Wisconsin

My commission:

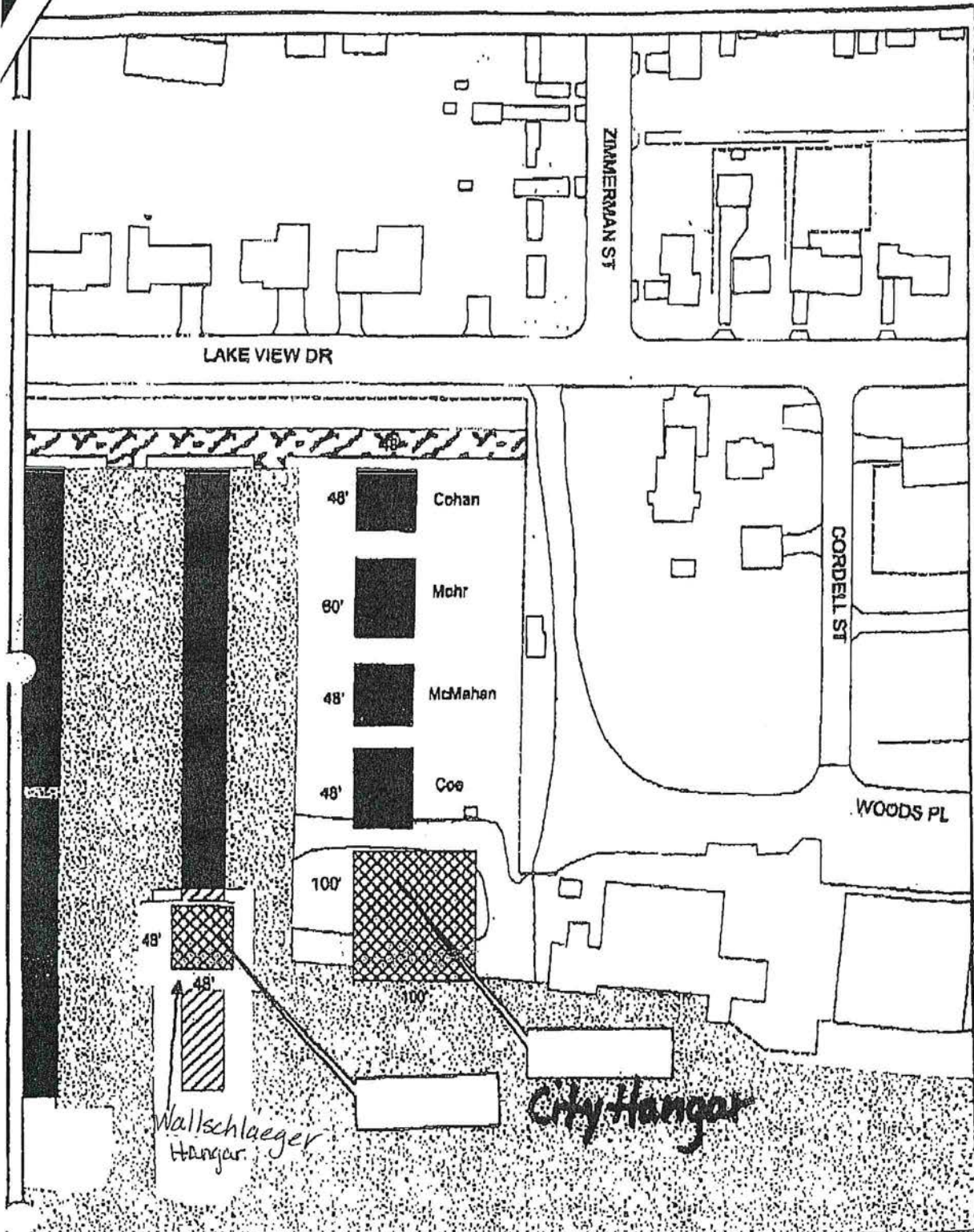
[illegible]

This instrument was acknowledged before me on this ____ day of _____, 2020, by _____ as _____ of Merchant Property Investment, LLC.

Notary Public, Wisconsin

My commission:

This instrument was drafted by Nathan Miller,
Assistant City Attorney for the City of Wausau.



1. The City of Wausau is a member of the Wisconsin League of Cities and Towns. The City of Wausau is a member of the Wisconsin League of Cities and Towns. The City of Wausau is a member of the Wisconsin League of Cities and Towns.



City of Wausau
Marathon County Wisconsin



Map Date: Feb 1, 2002

Map Location



TERMINATION OF AIRPORT GROUND LEASE

THIS TERMINATION OF AIRPORT GROUND LEASE, made this _____ day of _____, 2020, by and between Patrick a/k/a Pat Wallschlaeger and Jeanne Wallschlaeger, Wausau, Wisconsin 54403 ("Tenant"), and the City of Wausau, Wisconsin, a Wisconsin municipal corporation ("City"), is intended to terminate all rights and obligations of the Tenant and the City with respect to that certain Airport Ground Lease between Tenant and the City of Wausau dated March 13, 2018 (the "Lease").

WITNESSETH:

WHEREAS, the Tenant and City entered into an Airport Ground Lease ("Lease"), a copy of which is attached hereto as Exhibit 1, with respect to certain real property located at the Wausau Downtown Airport, in Wausau, Wisconsin, with the legal description of:

Part of the Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$, Section 11, Township 28 North, Range 7 East, City of Wausau, Marathon County, Wisconsin, described as follows:

Commencing at the Northwest corner of said Northeast $\frac{1}{4}$; thence S 89° 39' 20" E, along the North line of said Northeast $\frac{1}{4}$, 2586.34 feet to the Northeast corner of said Section 11; thence S 19°00'00" W, 440 feet to the point of beginning;

Thence S 00°02'30" E, 60 feet; thence S 89°57'30" W, 60 feet; thence N 00°02'30" W, 60 feet; thence N 89°57'30" E, 60 feet to the point of beginning.

Said real property is also described in Exhibit A to such Airport Ground Lease ("Premises"); and

WHEREAS, the Tenant assumed ownership of the buildings and improvements constructed for the storage of aircraft and other aeronautical purposes pursuant to such Lease; and

WHEREAS, the Tenant now desires to transfer his interest in the Hangar and Premises to Merchant Property Investment LLC, 9080 S County Road K, Merrill, WI 54452, LLC, a Wisconsin limited liability company; and

WHEREAS, Merchant Property Investment LLC desires to enter into a separate Airport Ground Lease for the Premises with the City; and

WHEREAS, the Tenant and the City wish to terminate the Lease upon the terms set forth below in order to facilitate the transfer of the Hangar to and execution of a new Ground Lease with Merchant Property Investment LLC.

NOW, THEREFORE, in consideration of the premises set forth above, the mutual covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Termination of Lease. Tenant and City hereby agree that upon the execution of a Ground Lease by Merchant Property Investment LLC with the City of Wausau and approval of same by the City of Wausau Common Council for the Premises for a twenty year term at \$296.97 per year, with an annual adjustment to reflect the change in the Consumer Price Index from September 30 the previous year, the instant Lease between Tenant and City shall automatically terminate and be of no further effect. If, however, a Ground Lease between the City and Merchant Property Investment LLC is not executed and approved by the City of Wausau Common Council, the Tenant's interest in the Ground Lease in Exhibit A will continue according to its terms and the Tenant shall continue to be bound thereby.

2. Release. Except as otherwise provided herein, Tenant and City expressly forever release and discharge each other, their heirs, administrators, executors, successors and assigns, employees, agents, and representatives (collectively "Released Parties") from, against, and with respect to any and all liabilities and obligations, claims, demands, actions, or judgments of whatever kind or nature, which either party ever had, now has, or may hereafter have against the Released Parties, arising contemporaneously with, prior to, or following the date of this Termination of Lease Agreement on account of, arising out of, or with respect to the Lease.

3. Governing Law. This Termination shall be governed by and construed under the laws of the State of Wisconsin.

4. Counterparts. This Termination may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have executed and delivered, or caused an authorized representative to execute and deliver this Agreement as of the date first set forth above.

TENANT: Patrick a/k/a Pat Wallschlaeger and Jeanne Wallschlaeger

BY _____

NAME _____

ITS _____

CITY OF WAUSAU

Katie Rosenberg, Mayor

Leslie M. Kremer, City Clerk

[illegible]

Personally came before me this ____ day of _____, 2020, the above-named Patrick a/k/a Pat Wallschlaeger and Jeanne Wallschlaeger, to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

Notary Public, Wisconsin

My commission:

[illegible]

Personally came before me this ____ day of _____, 2020, the above-named Katie Rosenberg, Mayor, and Leslie M. Kremer, City 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:

This instrument was drafted by Nathan Miller,
Assistant City Attorney for the City of Wausau

AIRPORT GROUND LEASE

THIS AGREEMENT, made and entered in this 13th day of March, 2018, by and between the City of Wausau, a Wisconsin municipal corporation, hereinafter referred to as "CITY," and Patrick a/k/a Pat Wallschlaeger and Jeanne Wallschlaeger, Wausau., Wisconsin 54403, hereinafter referred to as "TENANT;"

WITNESSETH:

WHEREAS, CITY owns and operates an airport within the corporate limits of the City of Wausau known as the Wausau Downtown Airport, hereinafter referred to as "Airport"; and

WHEREAS, the City of Wausau and Bill Knutson have entered into an Airport Ground Lease dated April 18, 2011, described in "Exhibit A," hereinafter referred to as "Parcel," and TENANT wishes to assume ownership of the buildings and improves constructed thereon for the storage of aircraft and other aeronautical purposes as described herein;

NOW, THEREFORE, for and in consideration of the rents, covenants, and agreements herein contained, CITY and TENANT agree as follows:

1. Premises. CITY hereby leases to TENANT the Parcel described in "Exhibit A," attached hereto.

Any and all improvements constructed or maintained on the Parcel, now and in the future, must meet all applicable state and local building codes, and shall be approved by CITY. All improvements together with the Parcel are collectively referred to herein as "Premises." TENANT shall use the improvements and premises for aeronautical purposes in accordance with the provisions of paragraph 32.

2. Lease Fees. TENANT shall pay to CITY for the lease of the Parcel \$296.97 per year, which payment shall be paid to the City Treasurer on an annual basis no later than the 5th day of January in the year for which the payment is due. (Taxes shall reflect the improvements as of the legal date of assessment value [currently January 1]). This lease amount shall be adjusted annually to reflect the change in the Consumer Price Index from September 30 the previous year.

3. Term of Agreement. The initial term of this Agreement shall be for a period of twenty (20) years commencing on the date above first written. This lease shall be automatically renewed, without notice from either party, on identical terms for a like successive term, unless either party shall, at least forty-five (45) days before the expiration of the lease, notify the other in writing of the termination of the lease.

4. Utilities and Taxes. TENANT agrees to pay all utilities, taxes, and phone bills, including but not limited to bills for electricity, gas, sewer, and water. TENANT agrees to install or cause to be installed on the leased Premises meters for all utilities to be used on the leased Premises and to pay any and all costs and expenses incurred as a result of the installation and use of such utilities.

5. Improvements. TENANT shall not make any structural alterations, additions or improvements to the building or Premises without the consent of CITY, which consent will not unreasonably be withheld, in those cases where TENANT provides it with plans and specifications for the same evidencing alterations, additions, and improvements of substantially the same appearance, standards, and quality as the construction currently existing on the Premises and there is sufficient, in the opinion of CITY, land for the improvements. TENANT shall have the right to make, without CITY's consent, such nonstructural alterations, additions, and improvements to the building and Premises that TENANT desires in order to conduct its operations on the Premises.

6. Compliance with Laws. TENANT shall at all times comply with the Airport rules and regulations, federal, state, and municipal laws, ordinances, codes, and other regulatory measures, now in existence or as may be hereafter modified and amended, applicable to the specific type of operation contemplated by it. TENANT shall procure and maintain during the term of this agreement all licenses, permits, and other similar authorizations required for the conduct of its aircraft operations.

7. Liens. TENANT agrees to promptly pay all sums legally due and payable on account of any labor performed on or materials furnished for the leased Premises. TENANT shall not permit any liens to be placed against the leased Premises on account of labor performed or material furnished; and in the event such a lien is placed against the leased Premises, TENANT agrees to save CITY harmless from any and all such asserted claims and liens and to remove or cause to be removed any and all such asserted claims or liens as soon as reasonably possible.

8. Development. CITY reserves the right to further develop or improve the landing and public areas, including ramp space of the airport, as it sees fit regardless of the desires or views of TENANT and without interference or hindrance; provided, however, that no such development or improvement shall for a period in excess of sixty (60) days limit or violate TENANT's rights under this lease agreement or otherwise violate any federal, state, or local law, ordinance, rule, or regulation.

9. Subordination. This lease agreement shall be subordinate to the provisions of any existing or future agreement between CITY and the United States Government relative to the operation or maintenance of the Airport, the execution of which has been, or may be, required as a condition precedent to the expenditure of federal funds for the development of the Airport. Should the effect of any such agreement with the United States Government be to take the leased Premises or building or any portion of either or substantially destroy the commercial value of either, then, within thirty (30) days after the occurrence of such event, CITY shall terminate this lease agreement and purchase the building from TENANT, which purchase price shall be the fair market value of the building as of the day of the "taking."

10. Air and Noise. CITY hereby reserves for the use and benefit of the public, the right of aircraft to fly in the airspace overlying the leased Premises, together with the right of said aircraft to cause such noise as may be inherent in the operation of aircraft landing at, taking off from, or operating on or in the vicinity of the Airport, and the right to pursue all operations of the Airport; provided, however, that no such rights or the exercise thereof shall limit or violate TENANT's rights under this lease agreement.

11. Restrictions on Obstructions. CITY reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstruction, together with the right to prevent TENANT from erecting, or permitting to be erected, any building or other structure on the Airport, which, in the opinion of CITY, would limit the usefulness of the Airport, or constitute a hazard to aircraft.

12. Assignment. Subject to paragraph 25, TENANT shall not assign its rights and obligations under this lease agreement nor assign any part of the leased Premises to a third party, but may sublet the leased Premises to a third party without CITY approval, provided that the leased Premises is used solely for aircraft storage.

13. Automobile Parking Lot. TENANT and TENANT's guests may use the parking lot area along with other members of the public and individuals utilizing the Airport.

14. Signs. TENANT agrees that no signs, lighting or advertising matter shall be erected without the written consent of CITY.

15. Insurance. TENANT shall maintain on the Premises and its improvements fire and extended coverage insurance in an amount at least equal to the assessed valuation of the improvements as well as liability coverage with a minimum combined single limit in an amount not less than \$1 million dollars of liability per occurrence for Bodily Injury and Property Damage. The liability coverage amount shall be raised by TENANT when and as necessary, during the term of the lease, to correspond to requirements of CITY.

16. Hold Harmless. TENANT agrees to indemnify and hold harmless CITY, its employees, agents, officers and officials, whether hired, appointed or elected, free and harmless from and against any and all judgments, damages, losses, costs, claims, expenses, suits, demands, deaths, actions and/or causes of action to which they may be exposed by reason of injury or injuries to anyone or of the death or deaths of anyone, or by reason of any personal injury and/or real property damage, or by reason of any other liability imposed by law or by anything or by anyone else upon the above-referenced entities and/or individuals as the result of and/or due to TENANT's operations on the demised Premises or on any premises owned by CITY and adjacent thereto and/or as a result of and/or due to the presence of TENANT on the demised Premises or on premises owned by CITY and adjacent thereto, and/or due to the existence of this Agreement; specifically included within this indemnification and hold harmless section are attorneys' fees and other costs of defense which may be sustained by and/or occasioned to the above-referenced entities and/or individuals.

17. Release. TENANT agrees to release CITY, its employees, agents, officers and officials, whether hired, appointed or elected, from and against any and all judgments, damages, losses, costs, claims, expenses, suits, demands, deaths, actions and/or causes of action of any kind or of any nature which may be sustained or to which they may be exposed by reason of injury or injuries to anyone or of the death or deaths of anyone, or by reason of any personal injury and/or real property damage, or by reason of any other liability imposed by law or by anything or by anyone else upon the above-referenced entities and/or individuals as the result of and/or due to TENANT's operations on the demised Premises or on any premises owned by CITY and adjacent

thereto and/or as a result of and/or due to the presence of TENANT on the demised Premises or on premises owned by CITY and adjacent thereto, and/or due to the existence of this Agreement; specifically included within this release section are attorneys' fees and other costs of defense which may be sustained by and/or occasioned to the above-referenced entities and/or individuals.

18. Rights in Common with Others. TENANT shall have the right, in common with others authorized so to do, to use all common areas of Airport, including runways, taxiways, aprons, roadways, parking lots, and any other common areas.

19. Obligations of CITY.

A. CITY shall plow snow promptly and as necessary for the operation of an Airport, on the runways, hangar areas, tie-down areas, and any areas in the parking lot necessary for use by TENANT. CITY shall plow to within six (6) feet of TENANT's hangar door.

B. CITY shall maintain the surface of the runways, hangar areas, tie-down areas, and necessary areas of the parking lot in a condition which is reasonable, taking into consideration the required use.

20. City's Right of Entry. CITY shall have the right to, upon 24 hours' notice, inspect the Premises during normal business hours in the company of TENANT or an agent or employee of TENANT for the purpose of examining the same and to ascertain if they are in good and safe repair and in compliance with the requirements contained herein, including compliance with all federal, state and local codes. In the event of an emergency, CITY shall have the right to enter the Premises without advance notice to TENANT.

21. Acceptance of Premises. TENANT, by the execution of this Agreement, represents that it has inspected Airport, the leased Parcel and Premises, and that it accepts the condition of the same as they now exist, and fully assumes all risks incident to the use thereof.

22. Outside Storage and Removal of Trash. TENANT will not store in a location susceptible to view by the public, any equipment, materials, supplies, or damaged or partially dismantled aircraft or other vehicles on the leased or adjacent premises. Any screens or other devices used to keep equipment, materials or supplies from view shall be subject to prior consent by CITY.

TENANT further agrees to remove or cause to be removed, at TENANT's expense, any trash, garbage or debris generated by TENANT's use of the leased Premises and agrees not to deposit any trash, garbage or debris on any part of Airport or the leased Premises except temporarily in connection with collection or removal of the same.

23. Repair of Premises. TENANT shall, at its expense, keep, maintain, and repair the leased Premises, the building and all improvements in good condition subject to normal wear and tear. Included in TENANT's obligations is cutting grass, weeds and other vegetation. In the event TENANT fails to comply with this subparagraph, CITY shall give notice to TENANT specifying the nature of TENANT's failure. In the event that TENANT fails within thirty (30) days of CITY's notice to cure such failure, CITY shall have the option either to cure such failure and to assess the

costs thereof against TENANT, or to terminate this Agreement upon five (5) days' notice to TENANT. TENANT hereby agrees to pay any and all such assessments, including all costs, disbursements and reasonable attorneys' fees incurred by CITY in curing such failure within thirty (30) days after CITY's demand therefor.

24. Security. The parties hereby agree that TENANT assumes all responsibility and obligation for providing security on the leased premises.

25. Title and Right of First Refusal to Leasehold Improvements. TENANT shall retain the title to all buildings and other improvements constructed by TENANT on the leased Premises. During the term of the lease, ownership may be transferable by TENANT upon CITY's written approval, which shall not be unreasonably withheld.

26. Termination of Lease. Upon termination at the end of the 20-year term or of any successive terms, TENANT shall have the following options:

A. At TENANT's option, all buildings and improvements may be removed from the leased Premises at no cost to the CITY. TENANT shall restore leased Premises to orderly condition.

B. At TENANT'S option, all buildings and improvements located on the leased Premises may be sold. CITY shall have the first right to purchase such buildings and improvements. In the event TENANT receives a bona fide written offer to purchase said buildings and improvements from a third party, CITY shall have the first right to purchase said buildings and improvements at the same price and on the same terms and conditions as are contained in such an offer to purchase. In the event CITY elects not to exercise its option of first right of refusal to purchase the buildings and improvements, the party purchasing said buildings and improvements will agree to lease the Premises from the CITY, upon terms acceptable to CITY.

27. Cancellation by CITY. CITY may cancel this Agreement by giving TENANT sixty (60) days' advance, written notice upon or after any one of the following events of default:

A. The failure of TENANT to pay rent in the amount and at the times and in the manner herein provided, and where such failure shall continue for thirty (30) days or more after written notice thereof shall have been given to TENANT.

B. The abandonment by TENANT of the leased Premises, except in connection with its surrender to an approved assignee, sublessee, mortgagee, or other party succeeding to TENANT's interests or portion thereof hereunder.

C. The default by TENANT in the performance of any covenant or agreement required herein to be performed by TENANT, and TENANT's failure to commence and diligently continue to correct such default after written notice of the default given by CITY, as above provided.

Failure of CITY to declare this Agreement terminated upon the default of TENANT for any of the reasons set out above shall not operate to bar or destroy the right of CITY to cancel

this Agreement by reason of any subsequent violation of the terms of this Agreement. Further, the acceptance of rental by CITY for any period after a default of any of the terms, covenants or conditions by TENANT shall not be deemed a waiver of any right on the part of CITY to cancel this agreement.

Upon cancellation by CITY, CITY shall have the right to enter upon Premises and building and, at its option, commence an action to take title.

28. Force Majeure. If, by reason of force majeure, either party is unable, in whole or in part, to carry out the agreements of such party on its part herein contained, such party shall not be deemed in default during the continuance of such inability. The term "force majeure" as used herein shall mean, without limitation, the following: acts of God; strikes; lockout or threats of orders of any kind of the government of the United States or of Wisconsin, or any of their departments, agencies or officials, or any civil (except, in the case of CITY only, CITY) or military authority; insurrections; riots; epidemics; landslides; lightning; earthquake; fire; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government (except, in the case of CITY only, CITY) and people; civil disturbances; explosions; damage, loss, breakage or accident to the buildings, leased Premises or Airport; partial or entire failure of utilities; or any other cause or event not reasonably within the control of such party, it being agreed that the settlement strikes, lockouts and other industrial disturbances shall be entirely within the discretion of such party and such party shall not be required to make settlement of strikes, lockouts and other industrial disturbances by acceding to the demands of the opposing party or parties in such matters when such course is, in the judgment of such party, unfavorable to such party.

29. Nothing in this lease shall serve to transfer title to the land in any manner, from CITY to TENANT.

30. TENANT shall pay to CITY real estate taxes on the building and other improvements, as "Building on Leased Land."

31. Notices. All notices required herein shall be in writing and shall be deemed given when mailed by registered or certified mail, postage prepaid, properly addressed to the party to be notified as follows:

If to TENANT: Patrick a/k/a Pat Wallschlaeger and Jeanne Wallschlaeger
1540 Green Vista Drive
Wausau, WI 54403

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

32. Hangar Use.

A. The hangar shall be used for aeronautical purposes which include:

(i.) Storage of active aircraft;

- (ii.) Final assembly of aircraft under construction;
- (iii.) Non-commercial construction of amateur-built or kit-built aircraft;
- (iv.) Maintenance, repair, or refurbishment of aircraft, but not the indefinite storage of nonoperational aircraft.
- (v.) Storage of aircraft handling equipment such as towbars, glider tow equipment, workbenches, and tools and materials used in the servicing, maintenance, repair or outfitting of aircraft.

B. Provided the hangar is used primarily for aeronautical purposes, non-aeronautical items may be stored in hangars provided the items do not interfere with the aeronautical use of the hangar. No items may be store outside of the hangar. Non-aeronautical items will be deemed to interfere with the aeronautical use of the hangar where the item or items:

- (i.) Impede the movement of aircraft in and out of the hangar or impede access to aircraft or other aeronautical contents of the hangar;
- (ii.) Displace the aeronautical contents of the hangar. A vehicle parked at the hangar while the vehicle owner is using the aircraft will not be considered to displace the aircraft;
- (iii.) Impede access to aircraft or other aeronautical contents of the hangar;
- (iv.) Are used for the conduct of a non-aeronautical business;
- (v.) Are stored in violation of airport rules and regulations, building codes or local ordinances.

C. Hangars shall not be used as a residence.

33. Termination of Prior Ground Lease. This Lease is contingent upon and shall not be effective until execution of that certain Termination of Airport Ground Lease by and between the City of Wausau and Bill Knutson and approval thereof by the City of Wausau Common Council for these same Premises described in Exhibit A hereto.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this ____ day
of _____, 2018.

CITY:

CITY OF WAUSAU

BY Robert B Mielke
Robert B. Mielke, Mayor

BY Toni Rayala
Toni Rayala, Clerk

TENANT:

BY Patrick Wallschlaeger
Patrick a/k/a Pat Wallschlaeger

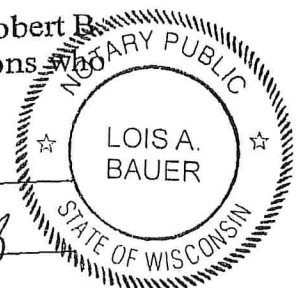
TENANT:

BY Jeanne Wallschlaeger
Jeanne Wallschlaeger

STATE OF WISCONSIN)
) ss.
COUNTY OF MARATHON)

Personally came before me this 8th day of June, 2018, the above-named Robert B. Mielke, Mayor, and Toni Rayala, Clerk of the City of Wausau, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Lois A. Bauer
Notary Public, Wisconsin
My commission: 5/20/22

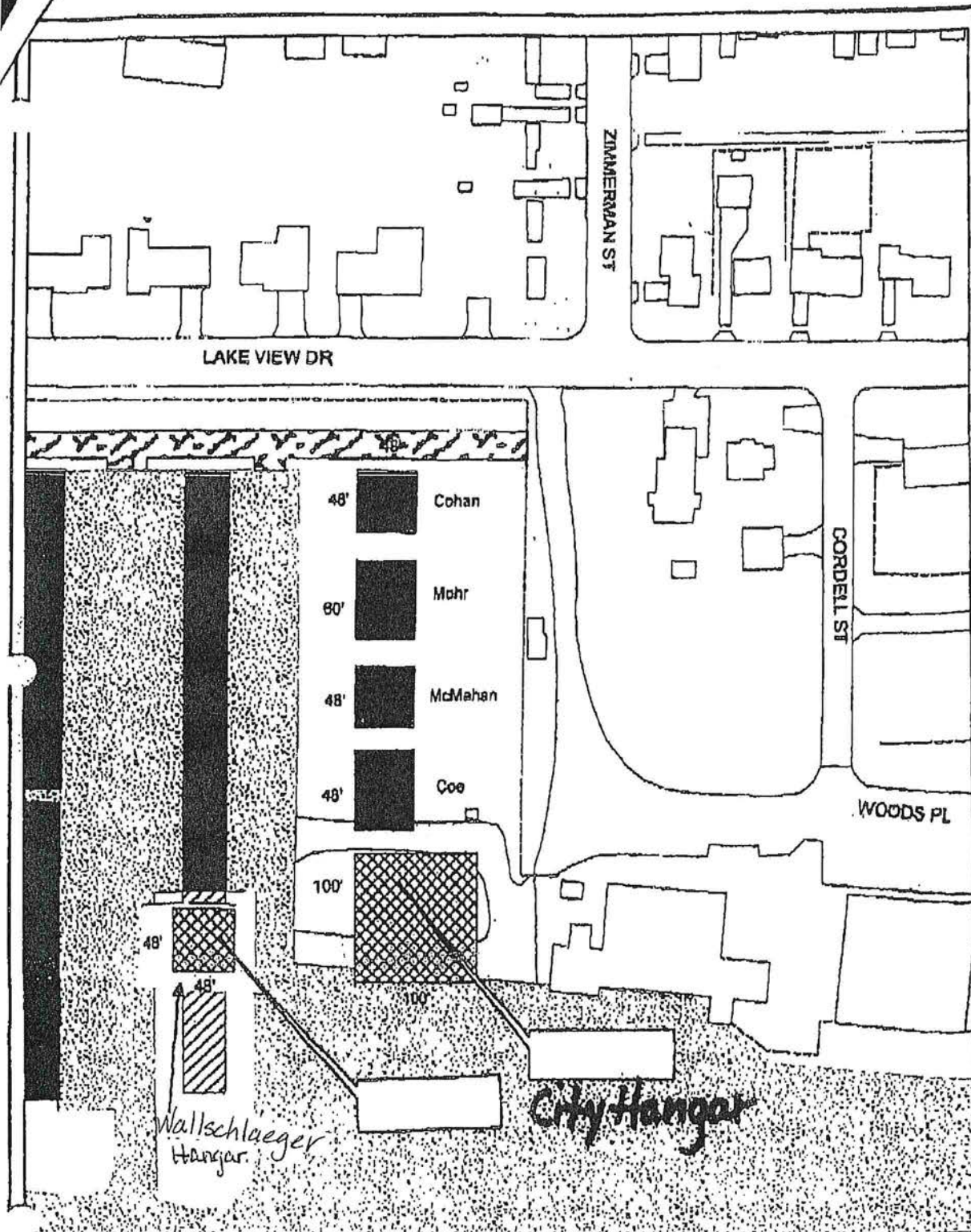


STATE OF WISCONSIN)
) ss.
COUNTY OF MARATHON)

Personally came before me this 13th day of March, 2018, the above-named Patrick a/k/a Pat Wallschlaeger and Jeanne Wallschlaeger to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

Geri Kay Kottke
Notary Public, Wisconsin
My commission: 2-20-21

This instrument was drafted by Tara G. Alfonso,
Assistant City Attorney for the City of Wausau.



1. This map is a reproduction of the original map as shown to the City of Wausau. It is not a survey map and should not be used for legal purposes. It is for informational purposes only.



City of Wausau
Marathon County Wisconsin



Map Location



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

ORDINANCE OF THE PLAN COMMISSION

Rezoning 516 Steuben Street from TF-10, Two Flat Residential-10 Zoning District to UMU, Urban Mixed Use Zoning District.

Committee Action: Approved 6-0

Fiscal Impact: None.

File Number: 20-0605

Date Introduced: June 9, 2020

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

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

A WARRENS THIRD ADD LOT 4 BLK 4, MORE COMMONLY KNOWN AS 516 STEUBEN STREET

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

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

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

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

Adopted:

Approved:

Published:

Attest:

Approved:

Katie Rosenberg, Mayor

Attest:

Leslie M. Kremer, City Clerk

PLAN COMMISSION

Time and Date: The Plan Commission met on Wednesday, May 27, 2020, at 5:00 p.m. in the Common Council Chambers of Wausau City Hall.

Members Present: Mayor Katie Rosenberg, Eric Lindman, Patrick Peckham, Tom Neal, Bruce Bohlken, Andrew Brueggeman (arrived via WebEx at 5:10 p.m.)

Others Present: Brad Lenz, Brad Sippel, William Hebert, Melissa Engen, Tom Radenz, Gregg Schield, Jim Force, John Andrus, Krysta Salas, Barbara Force, Kurt Schubring, DeAnn Schubring, David Burke, Isaac Schield, Greg Zoromski

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 516 Steuben Street from TF-10, Two Flat Residential-10 Zoning District to UMU, Urban Mixed Use Zoning District.

Greg Zoromski, 1302 North 6th Street, said they have purchased the property at 516 Steuben Street and would like it to have the same zoning district as principal property.

Mayor Rosenberg closed the public hearing.

Neal motioned rezone 516 Steuben Street from TF-10, Two Flat Residential-10 Zoning District to UMU, Urban Mixed Use Zoning District. Peckham seconded, and the motion carried unanimously 6-0. This item will go to Common Council on June 9, 2020.



STAFF REPORT

TO: City of Wausau Plan Commission
FROM: Brad Sippel, AICP, Assistant Planner
DATE: May 20, 2020

GENERAL INFORMATION

APPLICANT: Greg Zoromski
LOCATION: 516 Steuben Street
EXISTING ZONING: TF-10, Two-Flat Residential
REQUESTED ZONING: UMU, Urban Mixed Use
PURPOSE: To allow for an accessory storage use to the adjacent funeral home.
EXISTING LAND USE: Storage
SIZE OF PARCEL: Approximately 0.17 acres

SURROUNDING ZONING AND LAND USE:

North: **TF-10**, Two-Flat Residence District; Residential
South: **TF-10**; Residential
East: **UMU, Urban Mixed Use**; Commercial
West: **TF-10**; Residential

See attached map

SUMMARY

The applicant is seeking to use a storage building on the parcel as part of the adjacent funeral home business at 1302 Sixth Street. The property previously had a two-family residential use. The storage building is currently used to house vehicles, and the applicant intends to install a morgue inside the building.

The parcel will need to be combined with the adjacent parcel at 1302 Sixth Street for the proposed use, as accessory uses are not allowed without a principle use. The current use as a

stand-alone accessory use is a nonconforming use, and the zoning change request would bring the current use in compliance with the code and facilitate combining the lot with the primary use. Approving the zoning map change on this 0.17 acre parcel would extend the UMU district approximately 60 feet deeper into the north side of the block.

The parcel is bordered by a mix of single-family homes and two-flats on the north, west, and south sides. The east side is bordered by the applicant's commercial use. The area is somewhat of a transitional area due to the location between the highway corridors of 5th Street and 6th Street. Commercial uses occupy the eastern portion of the block, but the western portion is residential in character. The parcels bordering 6th Street are zoned UMU, the same zoning classification proposed by the applicant. Commercial and institutional uses predominate along 6th Street in the area around the parcel.



Image 1: View of parcel from Steuben Street

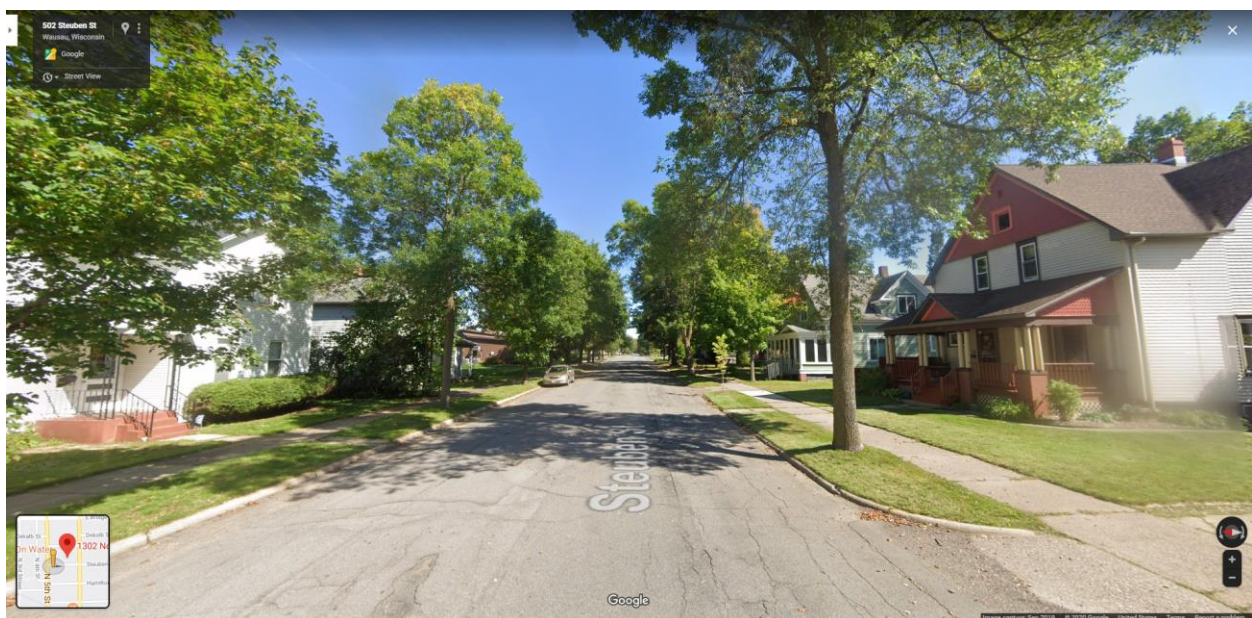


Image 2: Street view of Steuben Street from 5th Street



Image 3: Street view of Steuben Street from 6th Street

ANALYSIS

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 use of the property is not expected to appreciably increase the intensity of the land use or result in negative impacts to adjacent residential properties. However, the UMU district is one of the more permissive mixed-use districts and could allow more intense uses to take place, such as restaurants, taverns, indoor sales and service, physical activity studios, and up to 20 unit apartments. The highest intensity activities allowed in the UMU district, such as vehicle sales and services, outdoor entertainment, and commercial indoor lodging would

require a conditional use permit. The allowable lot coverage ratio of the UMU district is greater than the TF-10 district, at 90% vs 55%, but front setbacks are similar, so the street presence can be kept consistent.

The City of Wausau Comprehensive Plan Future Land Use Map identifies this area as a mix of suburban commercial and industrial and urban residential. The proposed land use and zoning district fits within this classification. The City of Wausau Comprehensive Plan encourages the mixing of compatible land uses. Although there are some land uses allowed in the UMU district that could cause negative impacts to urban residential land uses, most of those require a conditional use.



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

RESOLUTION OF THE PUBLIC HEALTH & SAFETY COMMITTEE

Approving or Denying Various Licenses as Indicated

Committee Action: Approved 5-0

Fiscal Impact: None

File Number: 20-0108

Date Introduced: June 9, 2020

FISCAL IMPACT SUMMARY

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

RESOLUTION

WHEREAS, your Public Health and Safety Committee considered certain license applications at its May 18, 2020 meeting and has made recommendations that are attached hereto in the meeting minutes and recommends these actions to the Council for its approval, now therefore

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

Approved:

Katie Rosenberg, Mayor

CLERK'S REPORT TO PUBLIC HEALTH & SAFETY COMMITTEE

May 18, 2020 Meeting

AGENDA ITEM # 3

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

ADDITIONAL INFORMATION

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

1. No denial recommendations for this meeting.
2. It is renewal time for all the Class A, Class B and Class C liquor licensed establishments in the city, along with their related licenses for Amusement Devices, Cigarette, Sidewalk Café, Dance Hall, and Tavern Entertainment. This list may be updated from the time of this printing to the Council meeting as more late paperwork comes in. Due to the elections, background checks have not been completed on all of the applications. I suggest that these licenses be approved by committee contingent upon completion of background checks and approval by the Chief of Police prior to the Council meeting. If there are any issues with a licensee, a meeting of the Liquor License Review Subcommittee can be scheduled to review and recommend action to PH&S.
3. Other miscellaneous renewing licenses: Public Transport Businesses and Drivers, Mobile Vendors, Garbage Haulers, Adult Oriented Business, Pawn Broker, Amusement Device Distributor

STAFF RECOMMENDATION

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

Mary Goede, Deputy Clerk
Date of Report: May 15, 2020
(715) 261-6621

PUBLIC HEALTH & SAFETY COMMITTEE

Date and Time: Monday, May 18, 2020, at 5:15 pm, (Council Chambers)

Members Present: Herbst, Rasmussen, Peckham, Wadinski, and McElhaney

Others Present: Alfonso, Kremer, Goede, Rosenberg, Barteck, Bliven, Hebert, Polley, Fitzgerald, Neal, Tyler Vogt, Mark Craig, Kelly Ballard & Leslie Patterson

Consider approval or denial of various license applications, including annual renewals of establishment liquor licenses for the 2020-2021 license year.

Rasmussen stated this is annual renewal time for liquor license establishment licenses which expire June 30th. She pointed out the Clerk's Office has indicated the paperwork for many of them is coming in late due to the pandemic and asked the committee to approve them contingent upon completed paperwork and background checks. If something is found in the background that would bring a denial recommendation from the Chief, they will be brought back.

Rasmussen noted a few months ago the committee held of establishment warnings to a few license holders and we will be bringing in those license holders for the June meeting. The establishments meeting a formal expression of concern are: Roc's Place, M&R Station, Newch's Eatery, and Hutch's Stumble Inn. She noted they will be approved for renewal, however, if there are continued issues it could result in possible suspension or revocation.

Motion by McElhaney, second by Herbst to approve or deny various licenses as recommended by staff and contingent upon background checks. Motion carried 5-0.

Consider amendment to premise to include outdoor seating and alcohol service area. (Whitewater Music Hall)

Rasmussen stated the owners are proposing an outdoor area in their south parking lot. There are some natural boundaries that should enable them to control the area. She noted they are looking for outdoor music, as well.

Motion by Peckham, second by Herbst to approve the premise amendment for an outdoor area at Whitewater Music Hall. Motion carried 5-0.



PHS Date 05/18/2020

License ID	License Typ	Name	Address	Details	Business	Begin Dt	End Dt	Police	PHS	Council
134443	9010 - Bartender/Operator New	MORAND, BRENNAN	317 1/2 S 8th Ave Wausau WI 54401		OZ NIGHT CLUB	05/12/2020	06/30/2021	Yes	Yes	
134006	9010 - Bartender/Operator New	PELOQUIN, ANNA	9900 SANDHILL DR WESTON WI 54476		GREENWOOD HILLS	04/20/2020	06/30/2021	Yes	Yes	
134282	9010 - Bartender/Operator New	Utech, Russell	714 E 2nd St. Merrill WI 54452		Wausau Noon Optimist	05/18/2020	06/30/2021	Yes	Yes	
134411	9010 - Bartender/Operator New	WINTER, AUSTIN	2598 SUNNY MEADOW DR KRONENWETTE R WI 54455		WAGNER SHELL #4611	05/08/2020	06/30/2021	Yes	Yes	
133961	9011 - Bartender/Operator 2-Yr Renewal	GNIOT, MIRANDA	216 E THOMAS ST WAUSAU WI 54401		DEN MAR TAVERN	04/17/2020	06/30/2022	Yes	Yes	
133760	9011 - Bartender/Operator 2-Yr Renewal	KUNZE, REBECCA	1300 N 9TH AVE, APT 1N WAUSAU WI 54401		HIAWATHA LOUNGE	04/22/2020	06/30/2022	Yes	Yes	
134194	9011 - Bartender/Operator 2-Yr Renewal	SCHAVE, MARRIANNE	227 CHELLIS ST WAUSAU WI 54403		JIM'S CORNER PUB	04/29/2020	06/30/2022	Yes	Yes	
133930	9012 - Bartender/Operator 2-Yr Lapsed	SOBJECK, ERIN	713 S 4TH AVE WAUSAU WI 54401		DEN MAR TAVERN	05/05/2020	06/30/2022	Yes	Yes	
133808	9013 - Bartender/Operator Temporary	LANG, KELLY	2212 W. WAUSAU AVE WAUSAU WI 54401		HOLY NAME SUMMERFUN 2020			Yes	Yes	
134371	9013 - Bartender/Operator Temporary	LIEGL, SCOTT	219 JEFFERSON ST WAUSAU WI 54403		Wausau Central Wisconsin Sports Authority			Yes	Yes	
135551	9015 - New Sidewalk Cafe with Alcohol	,	316 N 3RD ST WAUSAU WI 54403		LEMONGRASS				Yes	
134251	9022 - Public Transport Business	,	5207 SCOTT ST WESTON WI 54476		NORTHWOODS CAB LLC	05/01/2020	06/30/2021			
134072	9022 - Public Transport Business	,	1705 MERRILL AVE WAUSAU WI 54401		ALL AMERICAN TAXI	05/07/2020	06/30/2021			



PHS Date 05/18/2020

License ID	License Typ	Name	Address	Details	Business	Begin Dt	End Dt	Police	PHS	Council
135355	9027 - Class II	OPAL-WAHOSKE, BLAKE	316 SCOTT ST WAUSAU WI 54403	2020 DINING ON THE STREET on WEDNESDAY'S Organized by WAUSAU RIVER DISTRICT & COMPASS PROPERTIES					Yes	
132564	9034 - Mobile Food Vendor	,	919 EDGEWOOD RD WAUSAU WI 54403		URBAN STREET BISTRO	04/29/2020	03/31/2021		Yes	
132565	9034 - Mobile Food Vendor	,	1615 GEMINI PL WAUSAU WI 54401		LITTLE JIMMY'S	04/16/2020	03/31/2021		Yes	
132566	9034 - Mobile Food Vendor	GUILLAUME, CRAIG	1005 S 16TH AVE WAUSAU WI 54401		A - Z ICE CREAM	04/13/2020	03/31/2021		Yes	
134075	9036 - Garbage Hauler	GIBSON, THOMAS	125518 HWY 153 STRATFORD WI 54484		IDEAL DUMPSTER SERVICE	04/29/2020	06/30/2021		Yes	
134076	9038 - Adult Oriented Establishment	Mallary, Eileen	4508 W MONTROSE AVE CHICAGO IL 60641		LOVER'S PLAYGROUND	07/01/2020	06/30/2021	Yes	Yes	
133275	9077 - Dance Hall	,	203 JEFFERSON ST WAUSAU WI 54403		NEW CITY GRILL/JEFFERSON STREET INN	05/15/2020	06/30/2021		Yes	
133276	9077 - Dance Hall	,	1703 S 3RD AVE WAUSAU WI 54401		EAGLE'S CLUB	06/04/2020	06/30/2021		Yes	
133277	9077 - Dance Hall	,	828 N 2ND AVE WAUSAU WI 54401		WAUSAU LABOR TEMPLE				Yes	
133278	9077 - Dance Hall	,	1800 WESTWOOD CENTER BLVD WAUSAU WI 54401		WESTWOOD CONFERENCE CENTER	04/16/2020	06/30/2021		Yes	



PHS Date 05/18/2020

License ID	License Typ	Name	Address	Details	Business	Begin Dt	End Dt	Police	PHS	Council
133279	9077 - Dance Hall	,	414 SCOTT ST WAUSAU WI 54403		WAUSAU ELKS LODGE #248	04/09/2020	06/30/2021		Yes	
133268	9077 - Dance Hall	,	307 N 3RD ST WAUSAU WI 54403		CIAO	04/16/2020	06/30/2021		Yes	
133270	9077 - Dance Hall	,	401 N 4TH ST WAUSAU WI 54403		GRAND THEATER/ GREAT HALL	04/15/2020	06/30/2021		Yes	
133271	9077 - Dance Hall	,	123 E DOTY ST MADISON WI 53703		THE GREAT DANE PUB & BREWING CO.	04/20/2020	06/30/2021		Yes	
133272	9077 - Dance Hall	,	2002 POPLAR LN WAUSAU WI 54403		GREENWOOD HILLS				Yes	
133274	9077 - Dance Hall	,	1502 N 3RD ST WAUSAU WI 54403		LOPPNOW'S SPORTS BAR	04/14/2020	06/30/2021		Yes	
133046	9060 - Class A Beer	PATEL, PRAFUL	1809 LENARD ST WAUSAU WI 54401		FAST BREAK MOBIL	04/14/2020	06/30/2021			
133047	9060 - Class A Beer	RAMIREZ, GONZALO	1616 N 6TH ST WAUSAU WI 54403		TIENDA	04/14/2020	06/30/2021	Yes	Yes	
133044	9060 - Class A Beer	UTECHT, SANNEE	3180 HILLCREST DR WAUSAU WI 54401		PINE RIDGE WAUSAU LLC	04/16/2020	06/30/2021	Yes	Yes	
133066	9061 - Class A Beer & Liquor	BHANDARI, RAJ	1815 N 18TH ST WAUSAU WI 54403		FAST FUEL MART #1	05/01/2020	06/30/2021	Yes	Yes	
133067	9061 - Class A Beer & Liquor	BHANDARI, RAJ	1815 N 18TH ST WAUSAU WI 54403		FAST FUEL MART #2	05/01/2020	06/30/2021	Yes	Yes	
133049	9061 - Class A Beer & Liquor	BRISKIE, REBECCA	2605 N 5TH ST WAUSAU WI 54403		KWIK TRIP #1033	04/07/2020	06/30/2021	Yes	Yes	
133085	9061 - Class A Beer & Liquor	CHANG, THAI	216711 OTTER LN MOSINEE WI 54455		WALGREENS #13771	04/08/2020	06/30/2021	Yes	Yes	



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133084	9061 - Class A Beer & Liquor	CHROSTOWSKI, TODD	11541 NAUGART DR ATHENS WI 54411		WALGREENS #07009	04/08/2020	06/30/2021	Yes	Yes	
133083	9061 - Class A Beer & Liquor	DUBERSTEIN, STEPHANIE	115 N 5TH AVE WAUSAU WI 54401		WAGNER SHELL 4611	04/16/2020	06/30/2021	Yes	Yes	
133079	9061 - Class A Beer & Liquor	EVANS, HEATHER	1723 LENARD ST WAUSAU WI 54401		TOBACCO OUTLET PLUS #501	04/07/2020	06/30/2021	Yes	Yes	
133063	9061 - Class A Beer & Liquor	GAICHE, MARY	3602 MARTIN AVE WAUSAU WI 54401		CROSSROADS COUNTY MARKET	04/14/2020	06/30/2021	Yes	Yes	
133072	9061 - Class A Beer & Liquor	GUILLAUME, CHERYLANN	6101 RANDY JAY ST WESTON WI 54476		KWIK TRIP #188	04/07/2020	06/30/2021	Yes	Yes	
133064	9061 - Class A Beer & Liquor	HALICKI, ROBERT	2464 SUNDOWN PL KRONENWETTE R WI 54455		CVS/PHARMACY #10172	04/08/2020	06/30/2021	Yes	Yes	
133076	9061 - Class A Beer & Liquor	HEARLEY, HEIDI	132413 COUNTRYSIDE DR EDGAR WI 54426		THE STORE #62	04/16/2020	06/30/2021	Yes	Yes	
133069	9061 - Class A Beer & Liquor	HER, LEE	609 S 22ND AVE WAUSAU WI 54401		KOHLMAN'S INC	04/20/2020	06/30/2021	Yes	Yes	
133074	9061 - Class A Beer & Liquor	HINTZ, SUSAN	W5424 TAYLOR ST MERRILL WI 54452		KWIK TRIP #601	04/07/2020	06/30/2021	Yes	Yes	
133081	9061 - Class A Beer & Liquor	JAGLER, DAVID	1400 BENT STICK DR WAUSAU WI 54403		TOWNLINE MARKET			Yes	Yes	
133073	9061 - Class A Beer & Liquor	KNETTER, RYAN	5205 SHERMAN ST APT 58 WAUSAU WI 54401		KWIK TRIP #322	04/07/2020	06/30/2021	Yes	Yes	
133062	9061 - Class A Beer & Liquor	LAMB, RONALD	201 GREENWOOD DR ROTHSCILD WI 54474		LAMB'S FRESH MARKET	04/14/2020	06/30/2021	Yes	Yes	



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133065	9061 - Class A Beer & Liquor	LESZCZYNSKI, JOHN	232 GREENWOOD DR ROTHSCILD WI 54474		PICK 'N SAVE #6405	06/03/2020	06/30/2021			
133048	9061 - Class A Beer & Liquor	MOUA, NICOLE	1127 HOLUB ST WAUSAU WI 54401		HAMPTON INN	04/07/2020	06/30/2021	Yes	Yes	
133077	9061 - Class A Beer & Liquor	NOWAK, LINDA	110870 MILAN AVE MILAN WI 54411		TOBACCO OUTLET PLUS #559	04/07/2020	06/30/2021	Yes	Yes	
133075	9061 - Class A Beer & Liquor	PLAMANN, SCOTT	2084 PRAIRIE MEADOW DR MOSINEE WI 54455		KWIK TRIP #728	04/07/2020	06/30/2021	Yes	Yes	
133082	9061 - Class A Beer & Liquor	PLEVAK, TIMOTHY	4303 E RAYBELLE DR WESTON WI 54476		TRIG'S WAUSAU	04/07/2020	06/30/2021			
133070	9061 - Class A Beer & Liquor	SPATZ, MICHELLE	1132 S 7TH AVE WAUSAU WI 54401		KRIST FOOD MART #61	04/07/2020	06/30/2021	Yes	Yes	
133071	9061 - Class A Beer & Liquor	SPATZ, MICHELLE	1132 S 7TH AVE WAUSAU WI 54401		KRIST FOOD MART #89	04/07/2020	06/30/2021	Yes	Yes	
133080	9061 - Class A Beer & Liquor	STAFFEIL, ERIKA	1915 roosevelt st wausau WI 54403		KWIK TRIP #851	04/07/2020	06/30/2021	Yes	Yes	
133050	9061 - Class A Beer & Liquor	TRAKEL, JEAN	W6066 ELLA LN PLYMOUTH WI 53073		RSTORE #4474	04/20/2020	06/30/2021	Yes	Yes	
133051	9061 - Class A Beer & Liquor	TRAKEL, JEAN	W6066 ELLA LN PLYMOUTH WI 53073		RSTORE #4475	04/20/2020	06/30/2021	Yes	Yes	
133052	9061 - Class A Beer & Liquor	TRAKEL, JEAN	W6066 ELLA LN PLYMOUTH WI 53073		RSTORE #4476	04/20/2020	06/30/2021	Yes	Yes	
133053	9061 - Class A Beer & Liquor	TRAKEL, JEAN	W6066 ELLA LN PLYMOUTH WI 53073		RSTORE #4477	04/20/2020	06/30/2021	Yes	Yes	
133054	9061 - Class A Beer & Liquor	TRAKEL, JEAN	W6066 ELLA LN PLYMOUTH WI 53073		RSTORE #4492	04/20/2020	06/30/2021	Yes	Yes	



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133055	9061 - Class A Beer & Liquor	TRAKEL, JEAN	W6066 ELLA LN PLYMOUTH WI 53073		RSTORE #4495	04/20/2020	06/30/2021	Yes	Yes	
133068	9061 - Class A Beer & Liquor	WALTER, TAMMI	5220 NAUGART DR MERRILL WI 54452		HOLIDAY GAS	04/16/2020	06/30/2021	Yes	Yes	
133078	9061 - Class A Beer & Liquor	WISTROM, RYAN	1911 ROOSEVELT ST WAUSAU WI 54403		KWIK TRIP #735	04/07/2020	06/30/2021	Yes	Yes	
133092	9063 - Class B Beer	JUSUFI, ZENEL	707 S 3RD AVE WAUSAU WI 54401		RED APPLE SOCIAL CLUB	04/14/2020	06/30/2021	Yes	Yes	
133088	9063 - Class B Beer	LARSON, SUSAN	1239 WASHINGTON ST WAUSAU WI 54403		LIL' OLE WINEMAKER SHOPPE					
133091	9063 - Class B Beer	POLITO, SAM	4686 DUBAY DR MOSINEE WI 54455		POLITO'S PIZZA	05/05/2020	06/30/2021	Yes	Yes	
134497	9063 - Class B Beer	RADTKE, RACHEL	411 S 7TH AVE WAUSAU WI 54401		KIN & KIND	05/14/2020	06/30/2021	Yes	Yes	
133093	9063 - Class B Beer	RAMIREZ, GONZALO	1616 N 6TH ST WAUSAU WI 54403		TAQUERIA TRES HERMANOS	04/14/2020	06/30/2021	Yes	Yes	
133086	9063 - Class B Beer	RODRIGUEZ-NIETO, ALEJANDRA	1300 N 9TH AVE APT 5H Wausau WI 54401		EL ZEBAS LLC					
133095	9063 - Class B Beer	SERWE, ZACHARY	2301 W JACKSON ST, APT 45 MERRILL WI 54452		WAUSAU RIVERWOLVES	04/29/2020	06/30/2021	Yes	Yes	
133087	9063 - Class B Beer	VANDEN HEUVEL, KIMM	3824 N 14TH ST WAUSAU WI 54403		TIMEKEEPER DISTILLERY	04/08/2020	06/30/2021	Yes	Yes	
133149	9064 - Class B Beer & Liquor	BAUR, DANIEL	221657 Silk Rd RINGLE WI 54471		THE DOMINO BAR			Yes	Yes	



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133156	9064 - Class B Beer & Liquor	BERGUM, HAYLEY	3815 MONONA DR, #35 MONONA WI 53714		THE GREAT DANE PUB & BREWING CO.	04/20/2020	06/30/2021	Yes	Yes	
133132	9064 - Class B Beer & Liquor	BILLINGSLEY, KENT	W312S285 WILDWOOD TRAIL DELAFIELD WI 53018		APPLEBEE'S NEIGHBORHOOD GRILL & BAR			Yes	Yes	
133105	9064 - Class B Beer & Liquor	BRANDENBURG, GARY	3930 RIVERVIEW DR WAUSAU WI 54403		WAGON WHEEL SUPPER CLUB			Yes	Yes	
133166	9064 - Class B Beer & Liquor	CHEN, HUIYING	601 EAU CLAIRE BLVD WAUSAU WI 54403		MANDARIN	04/15/2020	06/30/2021			
133146	9064 - Class B Beer & Liquor	CLARK, TRENT	223 E THOMAS ST WAUSAU WI 54401		LUMPY'S			Yes	Yes	
133106	9064 - Class B Beer & Liquor	DALBEC, MARY	622 ETHEL ST WAUSAU WI 54403		WAUSAU ELKS LODGE #248	04/09/2020	06/30/2021	Yes	Yes	
133111	9064 - Class B Beer & Liquor	DAY, DEAN	144737 MAPLE CREST DR WAUSAU WI 54401		DAY'S BOWL-A-DOME			Yes	Yes	
133138	9064 - Class B Beer & Liquor	EICHELBERGER, KEVIN	911 STEUBEN ST WAUSAU WI 54403		RED EYE BREWING COMPANY			Yes	Yes	
133109	9064 - Class B Beer & Liquor	FEHL, CHERYL	314 MAPLE ST WAUSAU WI 54401		101 PUB			Yes	Yes	
133121	9064 - Class B Beer & Liquor	FRASER, KELLY	831 FIRST ST ROTHSCHILD WI 54474		WAUSAU CURLING CENTER	04/15/2020	06/30/2021	Yes	Yes	
133112	9064 - Class B Beer & Liquor	FUST, JAMES	3102 FALCON WAY WAUSAU WI 54401		JIM'S CORNER PUB			Yes	Yes	
133115	9064 - Class B Beer & Liquor	GALLAGHER, MARY	226919 BOULDER RIDGE WAUSAU WI 54401		THE MILK MERCHANT			Yes	Yes	



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133137	9064 - Class B Beer & Liquor	GLAMAN, LOREEN	5004 KRAMER LN WESTON WI 54476		VINO LATTE	04/14/2020	06/30/2021	Yes	Yes	
133147	9064 - Class B Beer & Liquor	GORDON, RICHARD	818 S 3RD AVE WAUSAU WI 54401		M&R STATION			Yes	Yes	
133108	9064 - Class B Beer & Liquor	GOVARDHAN, JAYJEET	4418 ECHO VALLEY DR EAU CLAIRE WI 54701		THE PLAZA HOTEL			Yes	Yes	
133141	9064 - Class B Beer & Liquor	HEILMEIER, ROY	10207 STANDING OAK DR WESTON WI 54476		2510 RESTAURANT	04/16/2020	06/30/2021	Yes	Yes	
133135	9064 - Class B Beer & Liquor	HINNER, ELIZABETH	1702 WOODBURY PARKWAY WAUSAU WI 54403		THRIVE FOODERY			Yes	Yes	
133128	9064 - Class B Beer & Liquor	HOLM, CORY	821 STARK ST WAUSAU WI 54403		LIMERICKS PUBLIC HOUSE			Yes	Yes	
133142	9064 - Class B Beer & Liquor	HOWE, TIMOTHY	301 S 10TH AVE WAUSAU WI 54401		GASLIGHT TAVERN					
133139	9064 - Class B Beer & Liquor	HUTCHISON, STEVE	5506 LINDA ST WESTON WI 54476		HUTCH'S STUMBLE INN	04/24/2020	06/30/2021	Yes	Yes	
133133	9064 - Class B Beer & Liquor	JAMGOCHIAN, ADAM	1931 FAIRMOUNT ST WAUSAU WI 54403		CIAO	04/16/2020	06/30/2021	Yes	Yes	
133159	9064 - Class B Beer & Liquor	JAMGOCHIAN, WILLIAM	2905 RIB MOUNTAIN DR WAUSAU WI 54401		HIAWATHA LOUNGE	04/16/2020	06/30/2021	Yes	Yes	
133118	9064 - Class B Beer & Liquor	JONES, WILLIAM	N8159 COUNTY V IRMA WI 54442		OZ NIGHT CLUB	03/23/2020	06/30/2021	Yes	Yes	
133110	9064 - Class B Beer & Liquor	KINGSTON, SHARON	PO BOX 224 SCHOFIELD WI 54476		AFTER SHOCK BAR & GRILL			Yes	Yes	



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133168	9064 - Class B Beer & Liquor	KORPELA, KEVIN	1221 STEUBEN ST WAUSAU WI 54403		DOWNTOWN GROCERY			Yes	Yes	
133161	9064 - Class B Beer & Liquor	KRUESEL, JAMES	614 PLUMER ST WAUSAU WI 54403		INTERMISSION					
133154	9064 - Class B Beer & Liquor	LITTLE, MERRY	H12092 TRAPPE RD WAUSAU WI 54403		GRAND THEATER/ GREAT HALL	04/15/2020	06/30/2021	Yes	Yes	
133130	9064 - Class B Beer & Liquor	LOPPNOW, MARK	1311 STARK ST WAUSAU WI 54403		LOPPNOW'S SPORTS BAR	04/14/2020	06/30/2021	Yes	Yes	
133116	9064 - Class B Beer & Liquor	LOR, MAI	1751 CHERRY ST WAUSAU WI 54401		NEWCH'S EATERY			Yes	Yes	
133155	9064 - Class B Beer & Liquor	LUCCI, GLENN	3619 N 11TH ST WAUSAU WI 54403		BACK WHEN CAFE	04/15/2020	06/30/2021	Yes	Yes	
133160	9064 - Class B Beer & Liquor	MAAS, DANIEL	H9701 SUNRISE RD WAUSAU WI 54403		BUNKERS/TRIBUTE GOLF			Yes	Yes	
133165	9064 - Class B Beer & Liquor	MAAS, MICHAEL	3188 PYKE RD MOSINEE WI 54455		CHATTERBOX			Yes	Yes	
133163	9064 - Class B Beer & Liquor	MALLUM, JOY	1905 EDGEWOOD DR SCHOFIELD WI 54476		DEN MAR TAVERN	04/17/2020	06/30/2021	Yes	Yes	
133125	9064 - Class B Beer & Liquor	MARKS, GISELA	821 ADAMS ST WAUSAU WI 54403		THE GLASS HAT			Yes	Yes	
133119	9064 - Class B Beer & Liquor	MEURETTE, MITCHELL	7615 WOODSMOKE ROAD WAUSAU WI 54401		PEKING RESTAURANT			Yes	Yes	
133104	9064 - Class B Beer & Liquor	NAWROCKI, TIMOTHY	718 MCCLELLAN ST WAUSAU WI 54403		ROC'S PLACE	05/08/2020	06/30/2021			
133144	9064 - Class B Beer & Liquor	NESS, TAMI	623 GRANT ST WAUSAU WI 54403		COP SHOPPE PUB	04/28/2020	06/30/2021	Yes	Yes	



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133123	9064 - Class B Beer & Liquor	OLMSTED, RANDY	828 N 2ND AVE WAUSAU WI 54401		WAUSAU LABOR TEMPLE			Yes	Yes	
133113	9064 - Class B Beer & Liquor	OTTO, JEFFREY	1206 SYLVAN ST WAUSAU WI 54403		CRUSIN 1724			Yes	Yes	
133167	9064 - Class B Beer & Liquor	PEPOWSKI, JOE	1104 AUGUSTA AVE WAUSAU WI 54403		THE MINT CAFE	04/29/2020	06/30/2021	Yes	Yes	
133140	9064 - Class B Beer & Liquor	PINEDA MEDELLIN, JOSE	518 N 2ND AVE WAUSAU WI 54401		JALAPENOS MEXICAN RESTAURANT & BAR	06/04/2020	06/30/2021			
133103	9064 - Class B Beer & Liquor	POLKINGHORNE, KIRK	1011 WINTON ST WAUSAU WI 54403		NORTH END PUB	04/14/2020	06/30/2021	Yes	Yes	
133151	9064 - Class B Beer & Liquor	RADUE, ALLYSON	906 11TH ST MOSINEE WI 54455		WESTWOOD CONFERENCE CENTER	04/16/2020	06/30/2021	Yes	Yes	
133148	9064 - Class B Beer & Liquor	SAMPSON, ASHLEY	802 FULTON ST WAUSAU WI 54403		MILWAUKEE BURGER COMPANY	04/16/2020	06/30/2021	Yes	Yes	
133136	9064 - Class B Beer & Liquor	SCHILLING, TIMOTHY	148388 ST FRANCIS WAY WAUSAU WI 54401		TREU'S TIC TOC			Yes	Yes	
133158	9064 - Class B Beer & Liquor	SCOBELL, RAND	247307 HWY W MERRILL WI 54452		BOB & RANDY'S					
133122	9064 - Class B Beer & Liquor	SHULTZ, RYAN	309 N 2ND AVE WAUSAU WI 54401		POLACK INN			Yes	Yes	
133126	9064 - Class B Beer & Liquor	STIMAC, FRANK	3829 N 14TH SREET WAUSAU WI 54403		BB JACK'S			Yes	Yes	
133131	9064 - Class B Beer & Liquor	UONG, TUAN	1704 PATRIOT DR WAUSAU WI 54403		LEMONGRASS			Yes	Yes	
133129	9064 - Class B Beer & Liquor	VANG, YER	1115 christian drive oshkosh WI 54901		CHRISTINE'S			Yes	Yes	



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133114	9064 - Class B Beer & Liquor	VOGT, TYLER	1004 SPUR LN WAUSAU WI 54403		MALARKEY'S PUB					
133169	9064 - Class B Beer & Liquor	VOGT, TYLER	1004 SPUR LN WAUSAU WI 54403		THE UGLY MUG					
133152	9064 - Class B Beer & Liquor	VOLPE, PETER	168628 RIVER RD RINGLE WI 54471		ANGELO'S PIZZA VILLA / TUESDAY'S BAR	04/15/2020	06/30/2021	Yes	Yes	
133107	9064 - Class B Beer & Liquor	WAGE, DANIEL	7204 SANDY CREEK CIR WAUSAU WI 54401		WAUSAU MINE COMPANY	04/17/2020	06/30/2021	Yes	Yes	
133150	9064 - Class B Beer & Liquor	WILMOT, DEAN	2332 BONNEY DUNE DR MOSINEE WI 54455		SHOWTIME			Yes	Yes	
133124	9064 - Class B Beer & Liquor	WOLD, TODD	132 N 11TH AVE WAUSAU WI 54401		WHISKEY RIVER BAR & GRILL			Yes	Yes	
133120	9064 - Class B Beer & Liquor	WOLLER, ALLEN	1009 HENRIETTA ST WAUSAU WI 54403		6TH STREET PUB	06/04/2020	06/30/2021			
133157	9064 - Class B Beer & Liquor	ZIMMERMAN, SAMUEL	7622 STONEFIELD TRL SCHOFIELD WI 54476		GREENWOOD HILLS			Yes	Yes	
133175	9065 - Class B Winery	LARSON, SUSAN	1239 WASHINGTON ST WAUSAU WI 54403		LIL' OLE WINEMAKER SHOPPE			Yes	Yes	
133101	9067 - Class B Beer & Class C Wine	LACALAMITA, JODI	2065 WALKER RD KRONENWETTE R WI 54455		SAM'S PIZZA	05/05/2020	06/30/2021	Yes	Yes	
133097	9067 - Class B Beer & Class C Wine	REINKE, JONATHAN	2203 RYANWOOD AVE SCHOFIELD WI 54476		NORTHCENTRAL TECHNICAL COLLEGE	06/03/2020	06/30/2021			



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133098	9067 - Class B Beer & Class C Wine	VAN SLATE, JOHN	319 N 4TH ST WAUSAU WI 54403		319 BISTRO	06/03/2020	06/30/2021	Yes	Yes	
133100	9067 - Class B Beer & Class C Wine	WEIGAND, THOMAS	2601 FICHERONA RD VERONA WI 53593		NOODLES & COMPANY	04/13/2020	06/30/2021	Yes	Yes	
133102	9067 - Class B Beer & Class C Wine	XIONG, PHOUA	1705 SHADOWLAWN RD MOSINEE WI 54455		HMONG EGGROLLS	03/16/2020	06/30/2021	Yes	Yes	
133171	9068 - Class B Beer & Liquor Reserve	BALLARD, KELLY	1117 N 10TH ST WAUSAU WI 54403		WHITEWATER MUSIC HALL			Yes	Yes	
133172	9068 - Class B Beer & Liquor Reserve	BURG, DANIEL	1807 KOWALSKI RD MOSINEE WI 54455		COURTYARD BY MARRIOT	04/28/2020	06/30/2021	Yes	Yes	
133170	9068 - Class B Beer & Liquor Reserve	GREENWOOD, JULIE	183614 MAYFLOWER LN BIRNAMWOOD WI 54414		WOW FAMILY ENTERTAINMENT CENTER	06/03/2020	06/30/2021	Yes	Yes	
133174	9068 - Class B Beer & Liquor Reserve	HERZOG, GERALD	209 CALLON ST WAUSAU WI 54401		CALLON STREET PUB	04/09/2020	06/30/2021	Yes	Yes	
133173	9068 - Class B Beer & Liquor Reserve	ZHENG, SAI YUN	709 PARK AVE WAUSAU WI 54403		MASA	06/04/2020	06/30/2021			
133221	9075 - Cigarette	,	1626 OAK ST LA CROSSE WI 54602		KWIK TRIP #1033	04/07/2020	06/30/2021		Yes	
133223	9075 - Cigarette	,	8565 MAGELLAN PKWY, STE 400 RICHMOND VA 23227		RSTORE #4474	04/16/2020	06/30/2021		Yes	
133224	9075 - Cigarette	,	8565 MAGELLAN PKWY, STE 400 RICHMOND VA 23227		RSTORE #4475	04/16/2020	06/30/2021		Yes	



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133225	9075 - Cigarette	,	8565 MAGELLAN PKWY, STE 400 RICHMOND VA 23227		RSTORE #4476	04/16/2020	06/30/2021		Yes	
133226	9075 - Cigarette	,	8565 MAGELLAN PKWY, STE 400 RICHMOND VA 23227		RSTORE #4477	04/16/2020	06/30/2021		Yes	
133227	9075 - Cigarette	,	8565 MAGELLAN PKWY, STE 400 RICHMOND VA 23227		RSTORE #4492	04/16/2020	06/30/2021		Yes	
133228	9075 - Cigarette	,	8565 MAGELLAN PKWY, STE 400 RICHMOND VA 23227		RSTORE #4495	04/16/2020	06/30/2021		Yes	
133229	9075 - Cigarette	,	500 VOLVO PARKWAY CHESAPEAKE VA 23320		FAMILY DOLLAR #32422	04/28/2020	06/30/2021		Yes	
133230	9075 - Cigarette	,	PO BOX 178 WAUSAU WI 54402		THE GLASS STATION	04/09/2020	06/30/2021		Yes	
133231	9075 - Cigarette	,	500 VOLVO PARKWAY CHESAPEAKE VA 23320		FAMILY DOLLAR #5629	04/28/2020	06/30/2021		Yes	
133232	9075 - Cigarette	,	1300 S LYNNDAL DR APPLETON WI 54914		FLEET FARM	04/14/2020	06/30/2021		Yes	
133239	9075 - Cigarette	,	5101 VERNON AVE EDINA MN 55436		CROSSROADS COUNTY MARKET	04/14/2020	06/30/2021		Yes	
133240	9075 - Cigarette	,	730 E WAUSAU AVE WAUSAU WI 54403		LAMB'S FRESH MARKET	04/14/2020	06/30/2021		Yes	
133241	9075 - Cigarette	,	802 E WAUSAU AVE WAUSAU WI 54403		FAST FUEL MART #1	05/01/2020	06/30/2021		Yes	



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133242	9075 - Cigarette	,	407 N 3RD AVE WAUSAU WI 54401		FAST FUEL MART #2	05/01/2020	06/30/2021		Yes	
133243	9075 - Cigarette	,	5101 VERNON AVE SO EDINA MN 55436		HOLIDAY GAS	04/16/2020	06/30/2021		Yes	
133245	9075 - Cigarette	,	303 SELDEN RD IRON RIVER MI 49935		KRIST FOOD MART #61	04/07/2020	06/30/2021		Yes	
133246	9075 - Cigarette	,	303 SELDEN RD IRON RIVER MI 49935		KRIST FOOD MART #89	04/07/2020	06/30/2021		Yes	
133247	9075 - Cigarette	,	1626 OAK ST LA CROSSE WI 54601-2107		KWIK TRIP #188	04/07/2020	06/30/2021		Yes	
133248	9075 - Cigarette	,	1626 OAK ST LA CROSSE WI 54602-2107		KWIK TRIP #322	04/07/2020	06/30/2021		Yes	
133249	9075 - Cigarette	,	1626 OAK ST LA CROSSE WI 54603		KWIK TRIP #601	04/07/2020	06/30/2021		Yes	
133250	9075 - Cigarette	,	2201 MADISON ST STEVENS POINT WI 54481		THE STORE #62	04/16/2020	06/30/2021		Yes	
133251	9075 - Cigarette	,	1626 OAK ST LA CROSSE WI 54603		KWIK TRIP #728	04/07/2020	06/30/2021		Yes	
133252	9075 - Cigarette	,	1626 OAK ST LA CROSSE WI 54603		TOBACCO OUTLET PLUS #559	04/07/2020	06/30/2021		Yes	
133253	9075 - Cigarette	,	1626 OAK ST LA CROSSE WI 54603		KWIK TRIP #735	04/07/2020	06/30/2021		Yes	
133254	9075 - Cigarette	,	1626 OAK ST LA CROSEE WI 54603		TOBACCO OUTLET PLUS #501	04/07/2020	06/30/2021		Yes	
133255	9075 - Cigarette	,	1626 OAK ST LA CROSSE WI 54602-2107		KWIK TRIP #851	04/07/2020	06/30/2021		Yes	



PHS Date 05/18/2020

License ID	License Typ	Name	Address	Details	Business	Begin Dt	End Dt	Police	PHS	Council
133256	9075 - Cigarette	,	916 TOWNLINE RD WAUSAU WI 54403		TOWNLINE MARKET				Yes	
133257	9075 - Cigarette	,	PO BOX 50 MINOCQUA WI 54548		TRIG'S WAUSAU	04/07/2020	06/30/2021		Yes	
133258	9075 - Cigarette	,	320 W THOMAS ST WAUSAU WI 54401		FAST BREAK MOBIL	04/14/2020	06/30/2021		Yes	
133261	9075 - Cigarette	,	1205 MERRILL AVE WAUSAU WI 54401		PINE RIDGE WAUSAU LLC	04/16/2020	06/30/2021		Yes	
133262	9075 - Cigarette	,	4611 STEWART AVE WAUSAU WI 54401		WAGNER SHELL 4611	04/16/2020	06/30/2021		Yes	
133263	9075 - Cigarette	,	PO BOX 901 DEERFIELD IL 60015		WALGREENS #07009	04/08/2020	06/30/2021		Yes	
133264	9075 - Cigarette	,	PO BOX 901 DEERFIELD IL 60015		WALGREENS #13771	04/08/2020	06/30/2021		Yes	
133265	9075 - Cigarette	,	123 E DOTY ST MADISON WI 53703		THE GREAT DANE PUB & BREWING CO.	04/20/2020	06/30/2021		Yes	
133267	9075 - Cigarette	,	R8457 WHITE BIRCH RD RINGLE WI 54471		THE DOMINO BAR				Yes	
133297	9076 - Tavern Entertainment	,	203 JEFFERSON ST WAUSAU WI 54403		NEW CITY GRILL/JEFFERSON STREET INN	05/15/2020	06/30/2021		Yes	
133298	9076 - Tavern Entertainment	,	1703 S 3RD AVE WAUSAU WI 54401		EAGLE'S CLUB	06/04/2020	06/30/2021		Yes	
133299	9076 - Tavern Entertainment	,	320 WASHINGTON ST WAUSAU WI 54403		OZ NIGHT CLUB	03/23/2020	06/30/2021		Yes	
133300	9076 - Tavern Entertainment	,	221 SCOTT ST WAUSAU WI 54403		PEKING RESTAURANT				Yes	



PHS Date 05/18/2020

License ID	License Typ	Name	Address	Details	Business	Begin Dt	End Dt	Police	PHS	Council
133301	9076 - Tavern Entertainment	,	1709 MERRILL AVE WAUSAU WI 54401		SHOWTIME				Yes	
133302	9076 - Tavern Entertainment	,	1009 HENRIETTA ST WAUSAU WI 54403		6TH STREET PUB	06/04/2020	06/30/2021		Yes	
133303	9076 - Tavern Entertainment	,	1201 W THOMAS ST WAUSAU WI 54401		TREU'S TIC TOC				Yes	
133304	9076 - Tavern Entertainment	,	1206 N 3RD STREET WAUSAU WI 54403		POLACK INN				Yes	
133305	9076 - Tavern Entertainment	,	612 WASHINGTON ST WAUSAU WI 54403		RED EYE BREWING COMPANY				Yes	
133306	9076 - Tavern Entertainment	,	828 N 2ND AVE WAUSAU WI 54401		WAUSAU LABOR TEMPLE				Yes	
133307	9076 - Tavern Entertainment	,	132 N 11TH AVE WAUSAU WI 54401		WHISKEY RIVER BAR & GRILL				Yes	
133309	9076 - Tavern Entertainment	,	414 SCOTT ST WAUSAU WI 54403		WAUSAU ELKS LODGE #248	04/09/2020	06/30/2021		Yes	
133310	9076 - Tavern Entertainment	,	300 N 3RD ST, L01 WAUSAU WI 54403		JALAPENOS MEXICAN RESTAURANT & BAR	06/04/2020	06/30/2021		Yes	
133311	9076 - Tavern Entertainment	,	5506 LINDA ST WESTON WI 54476		HUTCH'S STUMBLE INN	04/24/2020	06/30/2021		Yes	
133314	9076 - Tavern Entertainment	,	123 E DOTY ST MADISON WI 53703		THE GREAT DANE PUB & BREWING CO.	04/20/2020	06/30/2021		Yes	
133315	9076 - Tavern Entertainment	,	2002 POPLAR LN WAUSAU WI 54403		GREENWOOD HILLS				Yes	
133316	9076 - Tavern Entertainment	,	713 GRANT ST WAUSAU WI 54403		HIAWATHA LOUNGE				Yes	



PHS Date 05/18/2020

License ID	License Typ	Name	Address	Details	Business	Begin Dt	End Dt	Police	PHS	Council
133317	9076 - Tavern Entertainment	,	1001 GOLF CLUB RD WAUSAU WI 54403		BUNKERS/TRIBUTE GOLF				Yes	
133319	9076 - Tavern Entertainment	,	1905 EDGEWOD DR SCHOFIELD WI 54476		DEN MAR TAVERN	04/17/2020	06/30/2021		Yes	
133320	9076 - Tavern Entertainment	,	N7663 FIRST ST ELAND WI 54427		CRUSIN 1724				Yes	
133321	9076 - Tavern Entertainment	,	821 STARK ST WAUSAU WI 54403		LIMERICKS PUBLIC HOUSE				Yes	
133322	9076 - Tavern Entertainment	,	1115 CHRISTIAN DR OSHKOSH WI 54901		CHRISTINE'S				Yes	
133323	9076 - Tavern Entertainment	,	1502 N 3RD ST WAUSAU WI 54403		LOPPNOW'S SPORTS BAR	04/14/2020	06/30/2021		Yes	
133324	9076 - Tavern Entertainment	,	701 WASHINGTON ST WAUSAU WI 54403		COP SHOPPE PUB	04/28/2020	06/30/2021		Yes	
133325	9076 - Tavern Entertainment	,	102 S 2ND AVE WAUSAU WI 54401		CHATTERBOX				Yes	
133326	9076 - Tavern Entertainment	,	408 N 3RD ST WAUSAU WI 54403		MALARKEY'S PUB				Yes	
133329	9076 - Tavern Entertainment	,	220 CARLSON PARKWAY N PLYMOUTH MN 55447		MILWAUKEE BURGER COMPANY	04/16/2020	06/30/2021		Yes	
133330	9076 - Tavern Entertainment	,	R8457 WHITE BIRCH RD RINGLE WI 54471		THE DOMINO BAR				Yes	
133293	9076 - Tavern Entertainment	,	PO BOX 243 WAUSAU WI 54402-0243		WHITEWATER MUSIC HALL	05/27/2020	06/30/2021		Yes	
133294	9076 - Tavern Entertainment	,	307 N 3RD ST WAUSAU WI 54403		CIAO	04/16/2020	06/30/2021		Yes	



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License ID	License Typ	Name	Address	Details	Business	Begin Dt	End Dt	Police	PHS	Council
133296	9076 - Tavern Entertainment	,	PO BOX 116 WAUSAU WI 54402-0116		TIMEKEEPER DISTILLERY	04/08/2020	06/30/2021		Yes	
133176	9078 - Amusement Device	,	1201 W THOMAS ST WAUSAU WI 54401		TREU'S TIC TOC				Yes	
133177	9078 - Amusement Device	,	1206 N 3RD STREET WAUSAU WI 54403		POLACK INN				Yes	
133178	9078 - Amusement Device	,	1025 S 3RD AVE WAUSAU WI 54401		GASLIGHT TAVERN				Yes	
133179	9078 - Amusement Device	,	N7663 FIRST ST ELAND WI 54427		CRUSIN 1724				Yes	
133180	9078 - Amusement Device	,	821 STARK ST WAUSAU WI 54403		LIMERICKS PUBLIC HOUSE				Yes	
133181	9078 - Amusement Device	,	408 N 3RD ST WAUSAU WI 54403		MALARKEY'S PUB				Yes	
133182	9078 - Amusement Device	,	1002 N 3RD AVE WAUSAU WI 54401		NORTH END PUB	04/14/2020	06/30/2021		Yes	
133183	9078 - Amusement Device	,	414 SCOTT ST WAUSAU WI 54403		WAUSAU ELKS LODGE #248	04/09/2020	06/30/2021		Yes	
133184	9078 - Amusement Device	,	5506 LINDA ST WESTON WI 54476		HUTCH'S STUMBLE INN	04/24/2020	06/30/2021		Yes	
133188	9078 - Amusement Device	,	5500 WAYZATA BLVD STE 1600 MINNEAPOLIS MN 55416		BUFFALO WILD WINGS	05/19/2020	06/30/2021		Yes	
133190	9078 - Amusement Device	,	1905 EDGEWOD DR SCHOFIELD WI 54476		DEN MAR TAVERN	04/17/2020	06/30/2021		Yes	
133191	9078 - Amusement Device	,	150240 OWL LANE WAUSAU WI 54401		JIM'S CORNER PUB				Yes	



PHS Date 05/18/2020

License ID	License Typ	Name	Address	Details	Business	Begin Dt	End Dt	Police	PHS	Council
133193	9078 - Amusement Device	,	1703 S 3RD AVE WAUSAU WI 54401		EAGLE'S CLUB	06/04/2020	06/30/2021		Yes	
133194	9078 - Amusement Device	,	3904 W STEWART AVE WAUSAU WI 54401		WAUSAU MINE COMPANY	04/17/2020	06/30/2021		Yes	
133196	9078 - Amusement Device	,	1206 N 6TH ST WAUSAU WI 54403		ANGELO'S PIZZA VILLA / TUESDAY'S BAR	04/15/2020	06/30/2021		Yes	
133197	9078 - Amusement Device	,	3829 N 14TH ST WAUSAU WI 54403		BB JACK'S				Yes	
133198	9078 - Amusement Device	,	247307 COUNTY RD W MERRILL WI 54452		BOB & RANDY'S				Yes	
133199	9078 - Amusement Device	,	1001 GOLF CLUB RD WAUSAU WI 54403		BUNKERS/TRIBUTE GOLF				Yes	
133200	9078 - Amusement Device	,	713 GRANT ST WAUSAU WI 54403		HIAWATHA LOUNGE	04/17/2020	06/30/2021		Yes	
133202	9078 - Amusement Device	,	209 CALLON ST WAUSAU WI 54401		CALLON STREET PUB	04/09/2020	06/30/2021		Yes	
133203	9078 - Amusement Device	,	R8457 WHITE BIRCH RD RINGLE WI 54471		THE DOMINO BAR				Yes	
133204	9078 - Amusement Device	,	320 WASHINGTON ST WAUSAU WI 54403		OZ NIGHT CLUB	03/23/2020	06/30/2021		Yes	
133206	9078 - Amusement Device	,	718 MCCCELLAN ST WAUSAU WI 54403		ROC'S PLACE	05/08/2020	06/30/2021		Yes	
133207	9078 - Amusement Device	,	1009 HENRIETTA ST WAUSAU WI 54403		6TH STREET PUB	06/04/2020	06/30/2021		Yes	
133208	9078 - Amusement Device	,	828 N 2ND AVE WAUSAU WI 54401		WAUSAU LABOR TEMPLE				Yes	



PHS Date 05/18/2020

License ID	License Typ	Name	Address	Details	Business	Begin Dt	End Dt	Police	PHS	Council
133209	9078 - Amusement Device	,	132 N 11TH AVE WAUSAU WI 54401		WHISKEY RIVER BAR & GRILL				Yes	
133210	9078 - Amusement Device	,	300 N 3RD ST, L01 WAUSAU WI 54403		JALAPENOS MEXICAN RESTAURANT & BAR	06/04/2020	06/30/2021		Yes	
133211	9078 - Amusement Device	,	311 N 3RD ST WAUSAU WI 54403		POLITO'S PIZZA	05/05/2020	06/30/2021		Yes	
133213	9078 - Amusement Device	,	123 E DOTY ST MADISON WI 53703		THE GREAT DANE PUB & BREWING CO.	04/20/2020	06/30/2021		Yes	
133216	9078 - Amusement Device	,	1115 CHRISTIAN DR OSHKOSH WI 54901		CHRISTINE'S				Yes	
133217	9078 - Amusement Device	,	701 WASHINGTON ST WAUSAU WI 54403		COP SHOPPE PUB	04/28/2020	06/30/2021		Yes	
133218	9078 - Amusement Device	,	1502 N 3RD ST WAUSAU WI 54403		LOPPNOW'S SPORTS BAR	04/14/2020	06/30/2021		Yes	
133219	9078 - Amusement Device	,	102 S 2ND AVE WAUSAU WI 54401		CHATTERBOX				Yes	
133286	9017 - Renewal Sidewalk Cafe with Alcohol	,	606 N 3RD ST WAUSAU WI 54403		BACK WHEN CAFE	04/15/2020	06/30/2021		Yes	
133289	9017 - Renewal Sidewalk Cafe with Alcohol	,	203 JEFFERSON ST WAUSAU WI 54403		NEW CITY GRILL/JEFFERSON STREET INN	05/15/2020	06/30/2021		Yes	
133288	9017 - Renewal Sidewalk Cafe with Alcohol	,	408 N 3RD ST WAUSAU WI 54403		MALARKEY'S PUB				Yes	
133281	9017 - Renewal Sidewalk Cafe with Alcohol	,	311 N 3RD ST WAUSAU WI 54403		POLITO'S PIZZA	05/05/2020	06/30/2021		Yes	
133283	9017 - Renewal Sidewalk Cafe with Alcohol	,	607 3RD ST WAUSAU WI 54403		DOWNTOWN GROCERY				Yes	



PHS Date 05/18/2020

License ID	License Typ	Name	Address	Details	Business	Begin Dt	End Dt	Police	PHS	Council
133284	9017 - Renewal Sidewalk Cafe with Alcohol	,	300 N 3RD ST, L01 WAUSAU WI 54403		JALAPENOS MEXICAN RESTAURANT & BAR	06/04/2020	06/30/2021		Yes	
133290	9018 - Renewal Sidewalk Cafe without Alcohol	,	529 N 3RD ST WAUSAU WI 54403		LA PRIMA DELI	06/04/2020	06/30/2021		Yes	
134354	9080 - Public Transport Driver New	OPARYK, GAYLE	1313 A TOWNLINE RD WAUSAU WI 54403		NORTHWOODS CAB	05/06/2020	06/30/2020	Yes	Yes	

Total Licenses

172

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

ORDINANCE OF THE PUBLIC HEALTH & SAFETY COMMITTEE

Amending Section 5.04.030 Investigation of certain applicants.

Committee Action: Approved 5-0

Ordinance Number:

Fiscal Impact: None

File Number: 20-0606

Date Introduced: June 9, 2020

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

Add ()

Delete (——)

Section 1. That Section 5.04.030 Investigation of certain applicants, is hereby amended to read as follows:

5.04.030 Investigation of certain applicants; issuance of licenses and permits. (a) The provisions of this ~~chapter~~ section shall apply to applications for and licenses under Chapter 125 of the Wisconsin Statutes ~~beer and liquor licenses, peddler and transient merchant licenses, and applications and licenses for public vehicle businesses and permits for operation of public vehicles under ch. 5.72 of this Code.~~ taxicab and taxicab operator licenses.

(b) Except as otherwise provided herein, upon receipt of each application it shall be referred to the chief of police, who shall immediately investigate the applicant's business and moral character and the premises sought to be licensed within seventy-two hours after it has been filed with the clerk.

(c) The chief of police shall furnish to the clerk and the public health & safety committee his/her written recommendation relating to the grant or denial of the application based upon the investigation. Subject to Sections 111.321, 111.322 and 111.335 of the Wisconsin Statutes, If, as a result of such investigation, the applicant's character or business responsibility are found to be unsatisfactory, or if it is found by the chief of police that it would be against the best interest of the public to license the premises for which a license is sought, the clerk shall refer the same to the license committee of the common council who shall the public health & safety committee shall then consider the application and make a recommendation to the common council to approve or disapprove the same, and return the application to the clerk. Upon grant or denial of the license or permit by the common council, The the clerk shall notify the applicant that his/her application is approved or disapproved and if no license is issued, shall remit one-half of the license or permit fees paid, retaining the remainder of the fees as reimbursement to the city for the cost of such investigation.

(d) In the case of an application for an operator's license, if, ~~If~~ as a result of the

investigation the character and business responsibility of the applicant ~~and the premises sought to be licensed~~ are found to be satisfactory ~~and complies with the requirements of Section 125.04(5) of the Wisconsin Statutes related to operators' licenses,~~ the chief of police shall endorse on the application his/her approval and return the same to the clerk, who ~~is hereby delegated authority to issue such operator's license without the need for common council approval.~~ ~~shall thereupon deliver to the applicant his license without.~~

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

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

Adopted:
Approved:
Published:
Attest:

Approved:

Katie Rosenberg, Mayor

Attest:

Leslie M. Kremer, Clerk

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

COMMENTS REGARDING PROPOSED
AMENDMENTS TO W.M.C. §5.04.030
INVESTIGATION OF CERTAIN APPLICANTS

- On March 3, 2020, the Wisconsin State Legislature passed 2019 Wisconsin Act 116 permitting municipal governing bodies to authorize a municipal official to issue operator's licenses.
- At its March 16, 2020, meeting, the Public Health & Safety Committee considered the option offered by Act 166 and approved the City Attorney's Office to prepare an ordinance to proceed to the Common Council allowing the City Clerk's Office to issue operator's licenses, where the application for a license has been recommended for approval by the Chief of Police.
- In the process of drafting the change to City ordinance, this office discovered that a City ordinance already provided for the issuance of certain licenses by the Clerk's office, including operator's licenses. This ordinance, W.M.C. §5.04.030, was carried over into the current codification of the Wausau Municipal Code in 1968. See, W.M.C. §1.01.010.
- This provision, however, prior to the passage of Act 166, would have been in conflict with Wis. Stat. §125.17(1) which required operator's licenses to be issued by the "municipal governing body." While W.M.C. §5.04.030 purported to provide the City Clerk's office authority to issue operator's licenses, in recent memory the practice of the City has been that all such licenses are reviewed and recommended or denied for approval by the Public Health & Safety Committee and then forwarded to the Common Council, notwithstanding the ordinance provisions.
- Given the passage of Act 166 and the existence of W.M.C. §5.04.030, it would not be necessary for any ordinance to now proceed to Common Council to delegate this authority to issue operator's licenses to the City Clerk's Office at this time.
- However, there are a number of other infirmities contained in W.M.C. §5.04.030, as it purports to provide the City Clerk with the authority to issue all licenses for beer and liquor upon approval by the Chief of Police. This is not in accord with state statutes which require Class "A," "Class A," Class "B," "Class B," and Class "C" licenses to be issued by the municipal governing body. However, notwithstanding the provisions of the ordinance, this is not the City's practice in issuing such licenses, which are in fact approved or disapproved by the Common Council in accordance with the provisions of state law.
- As these other infirmities were not considered by the Public Health & Safety Committee at its March meeting, a proposed amendment to W.M.C. §5.04.030 is now brought forward to resolve this issue, as well as align other provisions of the ordinance with City practice and procedure.

PUBLIC HEALTH & SAFETY COMMITTEE

Date and Time: Monday, May 18, 2020, at 5:15 pm, (Council Chambers)

Members Present: Herbst, Rasmussen, Peckham, Wadinski, and McElhaney

Others Present: Alfonso, Kremer, Goede, Rosenberg, Barteck, Bliven, Hebert, Polley, Fitzgerald, Neal, Tyler Vogt, Mark Craig, Kelly Ballard & Leslie Patterson

Discussion and possible action on amending Section 5.04.030 Investigation of certain applicants.

Rasmussen explained this has to do with delegating our authority to issue Operator's Licenses that the Police Chief has recommended for approval to the Clerk's Office, rather than having to wait to go through committee and Council. Any denial recommendation would come through the committee and Council in order to allow for the ability to appeal.

Alfonso commented in researching this she found city ordinance actually already gives the clerk that authority to issue the Operator's licenses, but it also gives authority to issue Class A and Class B Liquor licenses. She explained this ordinance amendment leaves in place the authority for the clerk to approve, but takes away the authority to issue the establishment licenses.

Motion by Peckham, second by Wadinski to approve the amendment to 5.04.030. Motion carried 5-0.

ORDINANCE OF PUBLIC HEALTH AND SAFETY COMMITTEE

Repealing and replacing subsections (a) and (b) of Section 15.24.010 Boundaries

Committee Approved 5-0

Ordinance Number:

Fiscal Impact: None

File Number: 20-0610

Date Introduced: June 9, 2020

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

Section 1. That Section 15.24.010 Boundaries, subsections (a) and (b) are hereby repealed and replaced to read as follows:

15.24.010 Boundaries. All that part of the city included within the following described territory shall be known as the fire district:

- (a) Commencing at the intersection of the Easterly line of the Wisconsin River and the South right-of-way of Forest Street extended Westerly, the point of beginning; Thence East, along said South right-of-way extended Westerly, to the West right-of-way of North 1st Street; thence North, along said West right-of-way, to the North right-of-way of Washington Street; thence East, along said North right-of-way, to the West right-of-way of North 5th Street; thence North, along said West right-of-way, to the South right-of-way of McClellan Street; thence West, along said South right-of-way, to the West right-of-way of North 4th Street; thence North, along said West right-of-way, to the South right-of-way of Grant Street; thence West, along said South right-of-way, to the East right-of-way of North 2nd Street; thence South, along said East right-of-way, to said South right-of-way of McClellan Street; thence West, along said South right-of-way, to the East right-of-way of North 1st Street; thence Southwesterly, to the intersection of the West right-of-way of said North 1st Street and the north line of Lot 1 of Certified Survey Map No. 14100 recorded in the Office of Register of Deeds for Marathon County in Volume 62 of Certified Survey Maps on Page 107; thence West, along said North line, to the West line of said Lot 1; thence South, along said West line, to the North right-of-way of Scott Street; thence West, along said North right-of-way to said Easterly line of the Wisconsin River; thence Southerly, along said Easterly line, to said South right-of-way of Forest Street extended Westerly, the point of beginning.
- (b) Commencing at the intersection of the Westerly line of the Wisconsin River and the Northerly right-of-way of Stewart Avenue, the point of beginning; Thence Westerly and Southwesterly, along said Northerly right-of-way, to the North right-of-way of Clark Street; thence West, along said North right-of-way, to a line 108 feet west of and parallel with the East line of Block 2 of A. Stewart's Addition to Wausau;

thence North, along said parallel line, to the South right-of-way of Callon Street; thence East, along said North right-of-way, to the East right-of-way of South 1st Avenue; thence North, along said East right-of-way and along the East right-of-way of North 1st Avenue, to the South right-of-way of Maple Street extended Easterly; thence East, along said South right-of-way extended Easterly, to said Westerly line of the Wisconsin River; thence Southerly, along said Westerly line, to said Northerly right-of-way of Stewart Avenue, the point of beginning.

Subsection (c) remains unaffected by these changes.

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

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

Adopted:
Approved:
Published:
Attest:

Approved:

Katie Rosenberg, Mayor

Attest:

Leslie Kremer, Clerk

PUBLIC HEALTH & SAFETY COMMITTEE

Date and Time: Monday, May 18, 2020, at 5:15 pm, (Council Chambers)

Members Present: Herbst, Rasmussen, Peckham, Wadinski, and McElhaney

Others Present: Alfonso, Kremer, Goede, Rosenberg, Barteck, Bliven, Hebert, Polley, Fitzgerald, Neal, Tyler Vogt, Mark Craig, Kelly Ballard & Leslie Patterson

Discussion and possible action to repeal and replace subsections (a) and (b) of Section 15.24.010 Boundaries (Bill Hebert)

Rasmussen explained there is a downtown fire district that governs properties that are sharing walls or are constructed in close proximity allowing fire to hop from one building to another easily. This amendment would exempt a couple of buildings that are not setup that way but are in the confines of the district. She referred to the map in their packet on the proposed exemptions which would redraw that boundary. This will allow more standard construction practices to be used in reconstruction or remodeling.

Hebert stated they have been with the Fire Department to discuss the rationale to these areas and primarily the biggest one was on the west side, which is the old Rainbow Laundry site. He indicated a proposal will be coming later this summer and with modern building codes it will be sufficiently safe. There will be a fire sprinkler system and access on all four sides of the building. They also looked at the vacant land by the former St. James School that are currently parking lots north of the Dudley Tower. Modern building codes will require safe construction.

Motion by McElhaney, second by Peckham to approve the changes to 15.24.010 Boundaries. Motion carried 5-0.



Memorandum

From: William D. Hebert, Chief Inspector/Zoning Administrator
To: Public Health and Safety
Date: 05/13/2020
Re: Modification to Fire District

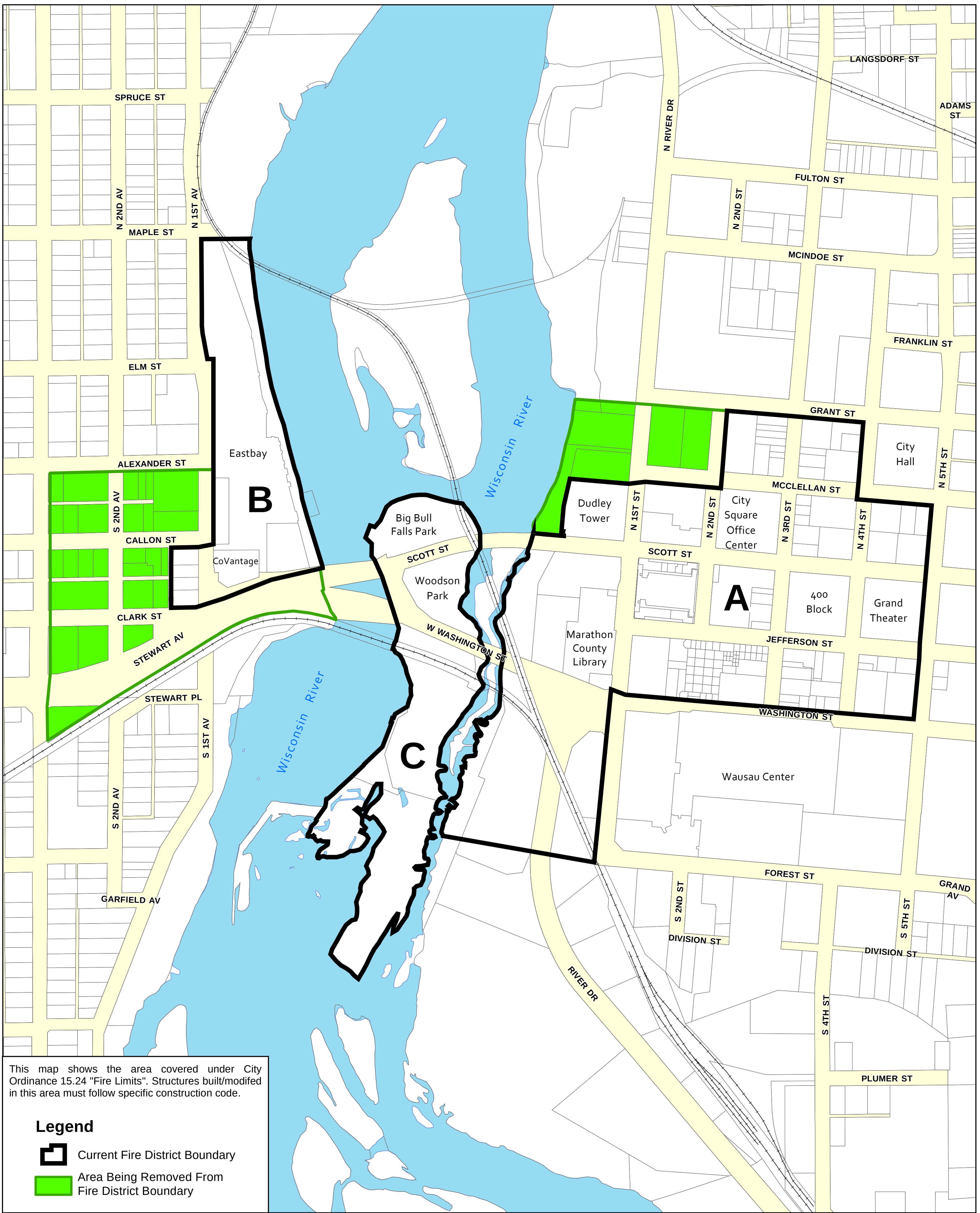
Purpose: To modify fire district map by eliminating unimproved properties on the near west side and a portion on the near east side.

Facts / Considerations:

1. The Wausau fire district has been in existence since at least the 1970's. We have 3 sections of the downtown in the district; the near east side, Clark Island area, and the near west side.
2. The district was intended to require a higher safety design in regard to building materials and electrical wiring to create safer buildings in the downtown area. Several blocks in the city have buildings sharing exterior walls as property lines. The potential for fire to jump from building to building is greater in wood construction where buildings share walls and have openings in them for HVAC, electrical, even door or window openings.
3. The district was last amended in 2009 to remove the area south of Forest Street. At the time a new multi-tenant facility was being proposed. Today it is the multi-tenant facility that holds Anytime Fitness and McDonald's.
4. Wisconsin state building codes are now uniformly enforced and updated every 3-6 years to keep up with the national standards. Safety factors in building construction and fire sprinklers are more prominent and widespread than previous building codes.
5. Staff from the Inspections and Fire Department have discussed modifications to the Fire District. The area proposed to be removed from the fire district is primarily vacant property or existing buildings that have setbacks to property lines. Please see 2020 Fire District Changes Proposed map.

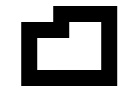
Recommendation: Your approval is requested for:

1. Fire District map modification as shown. A legal description is being modified for changes to the municipal code in chapter 15.24. We will provide as an ordinance when available.



This map shows the area covered under City Ordinance 15.24 "Fire Limits". Structures built/modified in this area must follow specific construction code.

Legend

-  Current Fire District Boundary
-  Area Being Removed From Fire District Boundary



NOTES:
1. DUPLICATION OF THIS MAP IS PROHIBITED WITHOUT THE WRITTEN CONSENT OF THE CITY OF WAUSAU ENGINEERING DEPT.
2. THIS MAP WAS COMPILED AND DEVELOPED BY THE CITY OF WAUSAU AND MARATHON COUNTY GIS. THE CITY AND COUNTY ASSUME NO RESPONSIBILITY FOR THE ACCURACY OF THE INFORMATION CONTAINED HEREIN.
3. MAP FEATURES DEVELOPED FROM APRIL 2020 AERIAL PHOTOGRAPHY.

2020 Fire District Changes Proposed

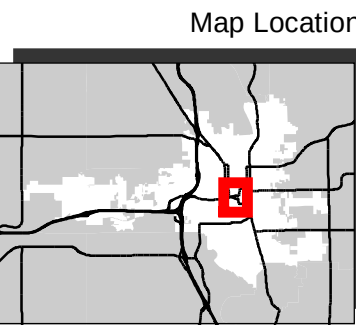
City of Wausau

Marathon County - Wisconsin



0 225 450 Feet

Map Date: 5/13/2020
/inspections/mxds/DowntownFireDistrict_Comparison.mxd



CONFIRMATION OF MAYOR'S APPOINTMENTS

to Boards, Commissions and Committees: *Bicycle & Pedestrian Advisory Committee, CIP (Capital Improvement Program), Historic Preservation Commission, Legislative Committee, Mayor's Welcoming & Inclusivity Committee, and Transit Commission*

File Number: 20-0603 **Date Introduced:** June 9, 2020

Bicycle & Pedestrian Advisory Committee

Susan Schmidt (1) *Replaces Andrew Plath	123 Grand Ave	Term Exp 4/30/22	715-845-9621
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CIP (Capital Improvement Program)

3 Alderpersons

Lisa Rasmussen	1310 Crescent Dr	Term of Office 2020-2022	715-675-4872
Michale Martens	1228 Arthur St	Term of Office 2020-2022	715-845-4218
Beck McElhaney	4050 Ashland Ave	Term of Office 2020-2022	715-581-3762

Historic Preservation Commission

Mary Forer (6) *Re-appointment	1115 Dunbar St	Term Exp 4/30/23	715-842-5750
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Legislative Committee

Kristin Lonergan (1) *New Appointment	815 Broadway Ave	Term Exp 4/30/23	608-628-6784
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Mayor's Welcoming & Inclusivity Committee

Carmyn Hoen (1) *New Appointment	623 Henrietta St	Term Exp 4/30/23	715-212-8234
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Transit Commission

Jen Bizzotto (1) *New Appointment	1118 S 12th St	Term Exp 4/30/23	715-581-3762
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- (N) Individual is filling the unexpired term of a former member
(1) Individual is in their own 1st full term
(#) Designates the term number appointed to

Approved:

Katie Rosenberg, Mayor



MEMORANDUM

DATE: June 8, 2020
TO: Leslie Kremer, City Clerk
Mary Goede, Deputy City Clerk
FROM: Mayor Katie Rosenberg
RE: Appointments for 6/9/20 City Council Meeting

Following are various individuals from the City Council and the community that I would like to appoint to various Boards, Committees and Commission at the June 9, 2020 City Council Meeting. If you have any questions, feel free to email or call.

<u>Bicycle & Pedestrian Advisory Committee</u> Susan Schmidt (Replacing Andrew Plath) Term expires 4/30/22 123 Grand Avenue Wausau, WI 54401 715-845-9621 Susan@schmidtlawfirm.com	<u>Historic Preservation Commission</u> Mary Forer – Reappointment Term Expires 4/30/23 1115 Dunbar Street, Wausau 715-842-5750
<u>Legislative Committee</u> Kristin Lonergan – New Term Expires 4/30/23 815 Broadway Avenue Wausau, WI 54403 608-628-6784 kristenlonergan@gmail.com	<u>Mayor's Welcoming & Inclusivity Committee</u> Carmyn Hoen – New Term Expires 4/30/23 623 Henrietta St. Wausau, WI 54403 715-212-8234 opentabacoustic@gmail.com
<u>CIP (Capital Improvement Program (3 Alders)</u> Lisa Rasmussen Michael Martens Becky McElhaney	<u>Transit Commission</u> Jen Bizzotto – New appointment Term: 3 Yrs 4/30/23 248-635-4232 jenbiz@protonmail.com

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

RESOLUTION OF THE FINANCE COMMITTEE

Authorizing the modification of fees to the City of Wausau Fees and Licenses Schedule adopted pursuant to Wausau Municipal Code §3.40.010(a) (2020 Comprehensive Fee Schedule)

Committee Action: Approved 5-0

Fiscal Impact: \$21,700 reduction in revenues

File Number: 19-1109

Date Introduced: June 9, 2020

FISCAL IMPACT SUMMARY

COSTS	<i>Budget Neutral</i>	Yes ☐ No ☒	
	<i>Included in Budget:</i>	Yes ☒ No ☐	<i>Budget Source:</i>
	<i>One-time Costs:</i>	Yes ☒ No ☐	<i>Amount: \$21,700</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>		

WHEREAS, the COVID 19 pandemic and the Wisconsin Safer At Home order caused significant negative financial impacts on local restaurants and bars in the City of Wausau; and

WHEREAS, your Finance Committee finds that it is in the best interest of the community to provide a 50% fee reduction on Class B and Class C liquor licenses and as such recommends a temporary amendment to the Consolidated Fee Schedule for those establishments certifying ; and

NOW THEREFORE, BE IT RESOLVED by the Common Council of the City of Wausau, that the fees set forth in the attached Exhibit are hereby adopted and incorporated into the City of Wausau Fees and Licenses Schedule adopted pursuant to W.M.C. §3.40.010 and that such modification expire on December 31, 2020.

Approved:

Katie Rosenberg, Mayor



TO: FINANCE COMMITTEE

FROM: MARYANNE GROAT

DATE: MAY 20, 2020

RE: REDUCTION OF LIQUOR LICENSE FEE

The City has received a few calls from bars requesting a reduction in their liquor license fee. The next licensing period begins July 1. To date the City's liquor license related collections are as follows:

City Collections through 5/20 comparative		
	2020	2019
Amusement Device	2,360.00	4,160.00
Cigarette License	3,400.00	2,900.00
Dance Hall	245.00	245.00
Liquor License	43,827.50	51,762.95
Tavern License	2,790.00	6,500.00
	<u>52,622.50</u>	<u>65,567.95</u>
Operators	1,925.00	31,920.00

An outreach within the State shows that other communities have reduced their fees as shown on the following schedule:

Other Community Reductions:		Regular	Revised
Slinger	Class B Beer and Liquor	375	50
Delafield	Class B Beer and Liquor		50% of fee
Green Bay	Class B Beer	400	0
Green Bay	Class B Liquor	400	50
West Allis			50% of fee
LaCrosse	Class B Beer	100	10
LaCrosse	Class B Liquor	500	50
Weston			50% of fee
South Milwaukee	Class B		Miniumum
	Class C		Miniumum
Green Bay	All licensing		Miniumum
Oshkosh	Class A		Miniumum
	Class B		Miniumum
	Class C		0
LaCrosse	Operator License 2 year	50	25

Class A licenses are issued to businesses where the alcohol is taken away such as liquor and beer sales conducted at a gas station or grocery stores. These facilities have not been interrupted by the COVID 19 interruptions. Their sales of alcohol have likely increased during the Safer At Home period.

Class B and C would pertain to establishments where consumption generally occurs on premise such as a bar or restaurant. These establishments were hard hit during the Safer at Home period since sales could only occur as a take away. A number of these establishments closed completely due to the challenges of the new requirements.

The financial impact of the reductions is shown below:

		Fee Reduction	
		50% reduction	Minimum Fee Reduction
Class B	70	\$ 21,000	\$ 35,000
Class B/C	7	\$ 700	\$ 1,050
Operator	500	\$ 28,500	No minimum fee

As shown on the 1st Table the City has collected a significant portion of the liquor licenses. We would issue refund checks in this situation.

FINANCE COMMITTEE

Date and Time: Tuesday, May 26, 2020 @ 5:15 pm., Council Chambers

Members Present *In person:* Rasmussen, Martens, Herbst, and Watson. *By WebEx:* Ryan (entered late).

Others Present: Rosenberg, Jacobson, Goede, Kujawa, Splinter, Barteck, Chmiel, Groat

Discussion and possible action regarding liquor licenses fee reductions due to COVID 19 hardships

Rasmussen stated some municipalities are reducing liquor license fees for businesses that have been closed and endured serious financial hardships in order to help them get going again. She indicated the packet provided an estimation of the cost for a 50% reduction of the Class B Beer & Liquor licenses. She noted some municipalities reduced fees to statutory minimums, which is quite a bit less than proposed here. She stated they also have the ability to reduce the fees for the servers, however, server licenses are city wide and are used not only at bars and restaurants, but also by clerks in grocery stores and service stations who have not been precluded from working. She felt if they were going to make any adjustment to the license fee, it should be aimed to help the business and not the individual.

Watson questioned if Wausau's fees were in line with other communities. Groat stated Wausau is comparable to communities like Green Bay and even Weston. The smaller communities that have fewer licenses are going more in line with the minimum. The current fee for a Class B Beer & Liquor License is \$600.

Rasmussen stated a 50% reduction in the fee to \$300 would be approximately \$22,000 in lost revenue. She noted they will have to look at the city's cost to continue in the 2021 budget and may have to increase the taxes to cover the loss or make cuts.

Groat clarified this will be for 2020 budget and the League is indicating that they won't see any reduction in state aids for the 2020 budget. She felt the performance in investment income along with our conservative budgeting will meet that cost. The zoning permits are still strong and not anticipating any decline. She stated she did not have any big concerns with allowing a discount to the liquor establishments this year.

Motion by Herbst, second by Watson to reduce the Class B license fees by 50%. Motion carried 4-0.

Ryan joined the meeting via WebEx.

CITY OF WAUSAU

2020

COMPREHENSIVE FEE SCHEDULE

FEE, LICENSE, PERMIT, CHARGES DESCRIPTION	STATUTE/ORDINANCE	2019 Rate	DATE OF LAST INCREASE	2020 Rate
ALCOHOLIC BEVERAGES/CIGARETTE LICENSES AND FEES				
Class A Beer Retailer		\$350.00	1/1/2004	\$350.00
Class A Liquor Retailer	125.51(2)(d)	\$500.00	1/1/2004	\$500.00
Class A Beer & Liquor Retailer		\$850.00	1/1/2004	\$850.00
Class B Beer Retailer	125.26(3)	\$100.00	1/1/2004	\$50.00
Class B Beer & Liquor Retailer	125.51(2)(D) & 125.26(3)	\$600.00	1/1/2004	\$300.00
Class B Beer & Class C Wine		\$200.00	1/1/2006	\$100.00
Class B Beer - Picnic	125.26(6)	\$10.00	1/1/1998	\$10.00
Class C Wine	125.51(3m)(e)	\$100.00	1/1/2006	\$50.00

RESOLUTION OF PARK & RECREATION COMMITTEE

Approving following CDC Guidelines with respect to playground facilities and signing them closed

Committee Action: Approved 5-0

Fiscal Impact:

File Number: 20-0611

Date Introduced: June 9, 2020

RESOLUTION

WHEREAS, following invalidation of the Safer-at-Home Order by the Wisconsin Supreme Court on May 13, 2020, the Health Officer of Marathon County signed Marathon County Covid-19 Order #1 on May 14, 2020, pursuant to Wis. Stat. §252.03(1) & (2), recommending practices for individuals and families, businesses, non-profits and other entities, and mass gatherings, including physical distancing, reduced capacity, limited travel and implementing hygienic strategies and practices, and further recommending following the public health guidelines of U.S. Centers for Disease Control (“CDC”), State of Wisconsin Department of Health Services (“WDHS”), Wisconsin Economic Development Corporation (“WEDC”), and the local Chamber of Commerce (which recommendations below are current); and

WHEREAS, your Parks and Recreation Committee met on June 1, 2020, and voted to recommend opening two of the City’s three swimming pools with staff to decide which two pools and request that the Public Health and Safety Committee hold a special meeting the same week to also make a recommendation to City Council; further, it voted to recommend opening sports fields and direct staff to work with the sports teams that use them; and finally, it voted to recommend that the CDC guidelines be followed with respect to playground facilities, and sign them closed, but with no barriers or snow fencing erected; and

WHEREAS, the CDC has provided Guidance for Administrators in Parks and Recreational Facilities, guidance for Visiting Parks and Recreational Facilities, and Considerations for Public Pools, Hot Tubs, and Water Playgrounds During COVID-19; and recommends the following:

- Decisions implementing these considerations be made locally, in collaboration with local health officials and be informed by what is feasible, practical and acceptable
- Public aquatic venues can consider different strategies to encourage healthy hygiene
- Keep swimming pools properly cleaned and disinfected
- Display posters and signs throughout parks to frequently remind visitors to take steps to prevent the spread of COVID-19
- Maintain restrooms that remain open

- Postpone or cancel organized activities and sports during times in which individuals are encouraged to practice social distancing and until local public health officials have coordinated with organizers to determine if/when it is safe to participate in such activities (basketball, baseball, soccer, and football)
- Do not use playgrounds, including water playgrounds, located within local, state, or national parks
- Don't participate in organized activities or sports

WHEREAS, WDHS recommends avoiding close contact and practicing physical distancing, practicing good hand hygiene, and does not advise large gatherings, and recommends not engaging in public or private gatherings of people that are not part of a single household or living unit. "This recommendation will change as the state progresses through the different phases of Wisconsin's roadmap outlining public health principles to decrease COVID-19 cases and death"; further, they recommend that all youth sporting events planned for this spring and summer be postponed or canceled due to the spread of COVID-19. "Until the benchmarks established in the Badger Bounce Back plan are met, it is not safe to bring together groups of youth and coaches for practice or to host sporting events"; and

WHEREAS, the WEDC's Guidance on Preparing Workplaces for COVID-19, Entertainment and Amusement, addresses employee health and hygiene, and

- At swimming pools and waterparks, staff must monitor table and chair usage and sanitize chair and table surfaces between patrons
- Lifeguards must not be assigned to additional duties
- Surfaces must be sanitized using an U.S. Environmental Protection Agency-registered disinfectant or a bleach solution
- There must be an adequate number of attendants on hand to ensure proper distancing and limit group sizes to 10 people or families
- It is likely that only lessons for more advanced swimmers or parent-child lessons will be allowable initially, in order to avoid close contact of non-family members; and

WHEREAS, the Wisconsin Department of Agriculture, Trade and Consumer Protection, Division of Food and Recreational Safety, Guidelines for Reopening Pools and Water Attractions recommends:

- Pool operators follow the general guidance of any local public health order that would prohibit them from operating, as well as CDC guidance for swimming pools and water attractions
- Each licensed public pool should develop and follow a safety plan that describes enhanced cleaning and sanitizing of surfaces, employee health and hygiene requirements, and procedures for ensuring that the pool or water attraction is properly operating, including the maintenance of appropriate disinfectant levels
- Shower rooms and toilets rooms should be frequently cleaned and sanitized
- Drinking fountains not be used and that patrons be provided with bottled water
- Each licensed facility should have someone on property to ensure that guidelines and regulations are followed; a lifeguard, while serving as a lifeguard, may not perform duties of the attendant, such as monitoring social distancing
- Space and frequently clean and sanitize deck furniture

- Install hand washing or sanitizing stations at the entrance and at key locations throughout the facility
- Adequate disinfection of pool and proper recirculation; and

WHEREAS, there is currently no enforceable state, county or local order in effect applicable to these matters.

NOW THEREFORE, BE IT RESOLVED, by the Common Council of the City of Wausau, that current CDC guidelines be followed with respect to playground facilities and that they be signed closed.

Approved:

Katie Rosenberg, Mayor

RESOLUTION OF PARK & RECREATION COMMITTEE

Approving the opening of athletic fields for organized sports

Committee Action: Approved 3-2

Fiscal Impact:

File Number: 20-0612

Date Introduced: June 9, 2020

RESOLUTION

WHEREAS, following invalidation of the Safer-at-Home Order by the Wisconsin Supreme Court on May 13, 2020, the Health Officer of Marathon County signed Marathon County Covid-19 Order #1 on May 14, 2020, pursuant to Wis. Stat. §252.03(1) & (2), recommending practices for individuals and families, businesses, non-profits and other entities, and mass gatherings, including physical distancing, reduced capacity, limited travel and implementing hygienic strategies and practices, and further recommending following the public health guidelines of U.S. Centers for Disease Control (“CDC”), State of Wisconsin Department of Health Services (“WDHS”), Wisconsin Economic Development Corporation (“WEDC”), and the local Chamber of Commerce (which recommendations below are current); and

WHEREAS, your Parks and Recreation Committee met on June 1, 2020, and voted to recommend opening two of the City’s three swimming pools with staff to decide which two pools and requested that the Public Health and Safety Committee hold a special meeting the same week to also make a recommendation to City Council; further, it voted to recommend opening sports fields and direct staff to work with the sports teams that use them; and finally, it voted to recommend that the CDC guidelines be followed with respect to playground facilities, and sign them closed; and

WHEREAS, the CDC has provided Guidance for Administrators in Parks and Recreational Facilities, guidance for Visiting Parks and Recreational Facilities, and Considerations for Public Pools, Hot Tubs, and Water Playgrounds During COVID-19; and recommends the following:

- Decisions implementing these considerations be made locally, in collaboration with local health officials and be informed by what is feasible, practical and acceptable
- Public aquatic venues can consider different strategies to encourage healthy hygiene
- Keep swimming pools properly cleaned and disinfected
- Display posters and signs throughout parks to frequently remind visitors to take steps to prevent the spread of COVID-19

- Maintain restrooms that remain open
- Postpone or cancel organized activities and sports during times in which individuals are encouraged to practice social distancing and until local public health officials have coordinated with organizers to determine if/when it is safe to participate in such activities (basketball, baseball, soccer, and football)
- Do not use playgrounds, including water playgrounds, located within local, state, or national parks
- Don't participate in organized activities or sports

WHEREAS, WDHS recommends avoiding close contact and practicing physical distancing, practicing good hand hygiene, and does not advise large gatherings, and recommends not engaging in public or private gatherings of people that are not part of a single household or living unit. "This recommendation will change as the state progresses through the different phases of Wisconsin's roadmap outlining public health principles to decrease COVID-19 cases and death"; further, they recommend that all youth sporting events planned for this spring and summer be postponed or canceled due to the spread of COVID-19. "Until the benchmarks established in the Badger Bounce Back plan are met, it is not safe to bring together groups of youth and coaches for practice or to host sporting events"; and

WHEREAS, the WEDC's Guidance on Preparing Workplaces for COVID-19, Entertainment and Amusement, addresses employee health and hygiene, and

- At swimming pools and waterparks, staff must monitor table and chair usage and sanitize chair and table surfaces between patrons
- Lifeguards must not be assigned to additional duties
- Surfaces must be sanitized using an U.S. Environmental Protection Agency-registered disinfectant or a bleach solution
- There must be an adequate number of attendants on hand to ensure proper distancing and limit group sizes to 10 people or families
- It is likely that only lessons for more advanced swimmers or parent-child lessons will be allowable initially, in order to avoid close contact of non-family members; and

WHEREAS, the Wisconsin Department of Agriculture, Trade and Consumer Protection, Division of Food and Recreational Safety, Guidelines for Reopening Pools and Water Attractions recommends:

- Pool operators follow the general guidance of any local public health order that would prohibit them from operating, as well as CDC guidance for swimming pools and water attractions
- Each licensed public pool should develop and follow a safety plan that describes enhanced cleaning and sanitizing of surfaces, employee health and hygiene requirements, and procedures for ensuring that the pool or water attraction is properly operating, including the maintenance of appropriate disinfectant levels
- Shower rooms and toilets rooms should be frequently cleaned and sanitized

- Drinking fountains not be used and that patrons be provided with bottled water
- Each licensed facility should have someone on property to ensure that guidelines and regulations are followed; a lifeguard, while serving as a lifeguard, may not perform duties of the attendant, such as monitoring social distancing
- Space and frequently clean and sanitize deck furniture
- Install hand washing or sanitizing stations at the entrance and at key locations throughout the facility
- Adequate disinfection of pool and proper recirculation; and

WHEREAS, there is currently no enforceable state, county or local order in effect applicable to these matters.

NOW THEREFORE, BE IT RESOLVED, by the Common Council of the City of Wausau, that at city-owned facilities in which organized sports are played, they be opened for the 2020 summer season and that staff are authorized and directed to work with the sports teams that use the facilities.

Approved:

Katie Rosenberg, Mayor

RESOLUTION OF PARK & RECREATION COMMITTEE

Approving the opening of two of the City's three swimming pools for the 2020 summer season

Committee Action: Approved 4-1

Fiscal Impact:

File Number: 20-0613

Date Introduced: June 9, 2020

RESOLUTION

WHEREAS, following invalidation of the Safer-at-Home Order by the Wisconsin Supreme Court on May 13, 2020, the Health Officer of Marathon County signed Marathon County Covid-19 Order #1 on May 14, 2020, pursuant to Wis. Stat. §252.03(1) & (2), recommending practices for individuals and families, businesses, non-profits and other entities, and mass gatherings, including physical distancing, reduced capacity, limited travel and implementing hygienic strategies and practices, and further recommending following the public health guidelines of U.S. Centers for Disease Control ("CDC"), State of Wisconsin Department of Health Services ("WDHS"), Wisconsin Economic Development Corporation ("WEDC"), and the local Chamber of Commerce (which current recommendations appear below); and

WHEREAS, your Parks and Recreation Committee met on May 4, 2020, and voted unanimously to postpone the decision regarding opening the city swimming pools to no later than June 1 for an opening on July 1, 2020; and

WHEREAS, your Parks and Recreation Committee met on May 18, 2020, following the ruling on the Safer-at-Home Order, which invalidated the former Badger Bounce Back Plan, under which regional pool directors intended to open pools when Phase III was reached and the benchmarks for Phase I have yet to be achieved; and the committee voted to table the decision regarding the pools until its June 1st meeting; and

WHEREAS, your Parks and Recreation Committee met on June 1, 2020, and voted to recommend opening two of the City's three swimming pools with staff to decide which two pools and requested that the Public Health and Safety Committee hold a special meeting the same week to also make a recommendation to City Council; further, it voted to recommend opening sports fields and direct staff to work with the sports teams that use them; and finally, it voted to recommend that the CDC guidelines be followed with respect to playground facilities, and sign them closed; and

WHEREAS, the CDC has provided Guidance for Administrators in Parks and Recreational Facilities, guidance for Visiting Parks and Recreational Facilities, and Considerations for Public Pools, Hot Tubs, and Water Playgrounds During COVID-19; and recommends the following:

- Decisions implementing these considerations be made locally, in collaboration with local health officials and be informed by what is feasible, practical and acceptable
- Public aquatic venues can consider different strategies to encourage healthy hygiene
- Keep swimming pools properly cleaned and disinfected
- Display posters and signs throughout parks to frequently remind visitors to take steps to prevent the spread of COVID-19
- Maintain restrooms that remain open
- Postpone or cancel organized activities and sports during times in which individuals are encouraged to practice social distancing and until local public health officials have coordinated with organizers to determine if/when it is safe to participate in such activities (basketball, baseball, soccer, and football)
- Do not use playgrounds, including water playgrounds, located within local, state, or national parks
- Don't participate in organized activities or sports

WHEREAS, WDHS recommends avoiding close contact and practicing physical distancing, practicing good hand hygiene, and does not advise large gatherings, and recommends not engaging in public or private gatherings of people that are not part of a single household or living unit. "This recommendation will change as the state progresses through the different phases of Wisconsin's roadmap outlining public health principles to decrease COVID-19 cases and death"; further, they recommend that all youth sporting events planned for this spring and summer be postponed or canceled due to the spread of COVID-19. "Until the benchmarks established in the Badger Bounce Back plan are met, it is not safe to bring together groups of youth and coaches for practice or to host sporting events"; and

WHEREAS, the WEDC's Guidance on Preparing Workplaces for COVID-19, Entertainment and Amusement, addresses employee health and hygiene, and

- At swimming pools and waterparks, staff must monitor table and chair usage and sanitize chair and table surfaces between patrons
- Lifeguards must not be assigned to additional duties
- Surfaces must be sanitized using an U.S. Environmental Protection Agency-registered disinfectant or a bleach solution
- There must be an adequate number of attendants on hand to ensure proper distancing and limit group sizes to 10 people or families
- It is likely that only lessons for more advanced swimmers or parent-child lessons will be allowable initially, in order to avoid close contact of non-family members; and

WHEREAS, the Wisconsin Department of Agriculture, Trade and Consumer Protection, Division of Food and Recreational Safety, Guidelines for Reopening Pools and Water Attractions recommends:

- Pool operators follow the general guidance of any local public health order that would prohibit them from operating, as well as CDC guidance for swimming pools and water attractions
- Each licensed public pool should develop and follow a safety plan that describes enhanced cleaning and sanitizing of surfaces, employee health and hygiene requirements, and procedures for ensuring that the pool or water attraction is properly operating, including the maintenance of appropriate disinfectant levels
- Shower rooms and toilets rooms should be frequently cleaned and sanitized
- Drinking fountains not be used and that patrons be provided with bottled water
- Each licensed facility should have someone on property to ensure that guidelines and regulations are followed; a lifeguard, while serving as a lifeguard, may not perform duties of the attendant, such as monitoring social distancing
- Space and frequently clean and sanitize deck furniture
- Install hand washing or sanitizing stations at the entrance and at key locations throughout the facility
- Adequate disinfection of pool and proper recirculation; and

WHEREAS, there is currently no enforceable state, county or local order in effect which is applicable to these matters.

NOW THEREFORE, BE IT RESOLVED, by the Common Council of the City of Wausau, that two of the City's three swimming pools be opened, with staff to decide which two pools to open for the 2020 summer season.

Approved:

Katie Rosenberg, Mayor

DRAFT

CITY OF WAUSAU – PARK AND RECREATION COMMITTEE MEETING MINUTES

Date/Time: May 4, 2020 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: Karyn Powers-Recreation Superintendent, Katie Rosenberg, Craig McEwen-County Board member and Rothschild/Schofield Aquatic Center representative, Shawn Osterbrink-Weston Aquatic Center representative

1. In accordance with Chapter 19, Wisc. Statutes, notice of this meeting was posted and sent to the Daily Herald in the proper manner. It was noted that a quorum was present and the meeting was called to order by Director Polley at 4:30 p.m.

2. Public Comment – none brought forward

3. Introductions - Members introduced themselves and gave reasons why they were interested in being members of the City Park and Recreation Committee.

4. Election of Committee Chair and Vice Chair – The Director opened nominations for Chair. Larson nominated Kilian and Kilian accepted the nomination. Neal nominated Peckham and Peckham accepted the nomination. Nominations were closed and paper/electronic voting took place. After the votes were tabulated Peckham took over as Chair of the Committee. Nominations for Vice Chair were opened. Motion by Neal, second by Larson to nominate Kilian for Vice-Chair. Nominations were closed and a unanimous ballot was cast to elect Kilian as Vice-Chair.

5. Approval of Minutes – **Motion** by Neal, second by Larson to approve the Park and Recreation Committee draft March 2, 2020 minutes. Motion **carried** by voice vote, vote reflected as 5-0.

6. Discussion and Possible Action Postponing the Opening of the Wausau Pools – Polley said that staff is looking for direction about the Wausau pools and noted that there were representatives from the Rothschild/Schofield and Weston pools present. They have all been working together and the best way for this to move forward would be as a joint discussion. If some pools stay open and some close that will increase the numbers on the open facility(s) which is a safety concern. Polley discussed the Wisconsin Badger Bounce Back Plan and said the Safer At Home Order expires May 26th. Phase One allows for no more than ten people maximum in any one area. The Wausau pools require ten guards up at a time minimum to open so the City cannot open pools during Phase One because no public would be allowed. Phase Two stipulations are for no more than fifty people in any one area which would mean thirty-five public people in the pool at a time. One idea is to allow thirty five people for a two hour time-slot with a reduced fee. If concession stands are not open, that staff could help with extra cleaning between time-slots. Staff had discussed postponing the opening of the pools until July 1st which would allow for a couple weeks to better follow what the State requirements will be. Waiting to open could cause a potential loss of seasonal staff. Polley also explained that the mechanics of the pool would have to be started in early June for the pools to open by July 1st. Staff also has to know how they are going to meet the cleaning and physical distancing requirements. The lifeguards are trained to watch instances on the water and not to watch whether or not people on deck are too close together which would be a distraction for them. When staff had discussed postponing to a potential July 1st opening date it was with the thought that this Committee would have to make that decision by their June meeting.

Budget wise, some expenses will go down because of not opening in June and concession revenues may go down if those aren't opened but there will still be all of the utility charges, chemical use, and staffing costs for the rest of the summer. There will be a reduction in revenue from opening later, from not offering season pool passes, and from limiting the hourly rate that is charged. Staff has also discussed how they could continue swimming lessons with the physical distancing requirements. Neal commented that people try to set timelines but the virus doesn't have a timeline and even if they get to a downward slide of cases there are still issues about social distancing and safety. He thought they may have to look at not opening pools this summer. Larson thought it was reasonable to wait and look at this in three weeks and evaluate it then. Watson also like the idea of setting a tentative timeline and keeping open the possibility that the pools could open July 1st. She questioned what would have to go into sanitation. Polley didn't know exactly what that would entail other than that the restrooms have to be cleaned regularly. Powers said there are surfaces that are constantly touched like handrails, ladders and the decks. She said about sixty percent of people in aquatic center are out of the water at any one time which is a lot of the social distancing issue. The lifeguards need to be watching the water versus watching the people on the deck. Staff still needs to find out what the Health Department requirements will be for tracking people who come to the pool in the event of a case there. Guidelines will come from the County Health Department through the State which is the governing body that licenses the pools in order to operate so those things will all play into the roles of how daily business is done. Peckham wondered what attendance would look like.

Powers did not have a sense but thought some would attend and not worry while some would attend and expect a very safe environment.

Polley discussed the Badger Bounce Back Plan and said staff's opinion is that if the pools aren't opened by July 1st it would not be feasible to open them and that is even with the idea of a maximum of fifty people occurring for the entire swim season. They will also have to follow CDC guidelines for cleaning and physical distancing and none of that has come out yet. Mayor Rosenberg commented that the Badger Bounce Back Plan looks not just at Marathon County's numbers but at the numbers State wide so new cases elsewhere in the State affect us here. She felt it was a very important summer activity and understands preparation needs to take place but felt Polley has a good plan and is willing to wait three weeks.

Kilian was concerned about the economic fallout and wanted to make sure that their decision doesn't have a disparate impact on children who are already facing tough economic circumstances so that they aren't excluded from any potential things that do occur and then if they could find even more safe activity opportunities in the future for them. Powers discussed how the Department was working through Community Connections to provide five weeks of activity packs for children which will include some information on water safety.

Polley said they need to make a decision based on the reality that more than likely they won't reach the fifty people maximum until maybe July and that would be for all summer but should they take the stance now that they are going to close the pools or do they postpone the opening until July 1st and make a decision at their next meeting or a special meeting based on where the Badger Bounce Back Plan is at. McEwen and Osterbrink discussed their concerns about opening their pools and hoped something could be worked out for all of them because of the importance of being consistent County wide. **Motion** by Larson, second by Neal to postpone the decision until no later than the June 15 meeting for opening the pools on July 1st. Motion **carried** by voice vote, vote reflected as 5-0.

7. Discussion and Possible Action Approving a Request to Contribute Funds to a Water Feature within JoJo's Jungle Playground – Organizers of JoJo's Jungle successfully raised over \$2 Million dollars to construct a very special inclusive playground for the community. The original goal for fundraising was \$2.4 Million dollars. A decision was made last year to reduce the scope of the project slightly to get the project budget plus a contingency within the funds raised. One of the items taken out of the project was a spray area and water labyrinth totaling approximately \$162,817.00. Now that the project is almost complete funds set aside as part of the contingency were not needed and account for all but \$25,000 of the funding needed to add the water features back in to the project. Mr. Patrick Hoerter who has led the fundraising and planning of the playground is asking the City to consider contributing \$25,000 to the project to add the spray feature to the playground. The playground will be a City playground and the water features are an added amenity for the community to enjoy. As part of the project the City Council budgeted \$100,000 from TID 7 funding to add ADA accessibility to the parking lot at Brockmeyer Park. The cost to update the parking lot has come in significantly lower than expected and approximately \$70,000 will not be utilized. A recommendation was asked to be made to the Finance Committee, to utilize the unused funds allocated to Brockmeyer Park parking lot as a contribution to the completion of JoJo's Jungle Inclusive Playground. **Motion** by Neal, second by Larson to approve the reallocation of the unused budgeted parking lot TID 7 funds to contribute the \$25,000 to the completion of the JoJo's Jungle Inclusive Playground and to look into the possibility of a city bus stop being added to the park. Motion **carried** by voice vote, vote reflected as 5-0.

8. Educational Items

A. Dog Park Special Committee Update – The Dog Park Special Committee has not met recently. The Committee will be working on signage and will plan additional fundraising events for the future. Work on the dog park has not yet begun due to a wet site. Grading and over seeding will take place first followed by work on the parking lot, water line installation and fencing installation.

B. Project Update

JoJo's Jungle Playground is nearing completion. The playground companies are completing the equipment installation. Poured in place surfacing is scheduled for mid-May. The playground will remain closed until all playgrounds can be reopened.

Neighborhood Park Playground Installation – Oak Island playground will be installed as the site dries out and staff will complete the installation of Pleasant View Playground throughout this summer. Playgrounds will remain closed until all playgrounds can be reopened. Gilbert Boat Launch – asphalt work will be completed and rip rap will be installed along the shoreline. Oak Island Park and Scholfield Park boat launches are open. Memorial Park boat launch will be open following the paving of the road. Park and Trail Maintenance – Water systems in all parks are being assembled for summer use, staff is working on park cleanup including soil and turf work. Fencing along the River Edge Trail is being worked on and the plants

for the downtown planters are growing well in the department greenhouse. Tree planting for the spring will begin soon and routine trimming, removals and stump grinding continues.

9. Future Agenda Items – Opening pools, beaver control, fencing options to separate Riverside Park from the western industrial properties, Riverside Park testing results

10. Next Meeting Date – June 1, 2020 at 4:30 pm in Council Chambers at City Hall.

11. Adjourn – **Motion** by Watson, second by Kilian to adjourn at 6:00p.m. Motion **carried** by voice vote, vote reflected as 5-0.

DRAFT

CITY OF WAUSAU – PARK AND RECREATION COMMITTEE MEETING MINUTES

Date/Time: May 18, 2020 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-Park Director, Marcus Aumann-Asst. Director, Karyn Powers-Recreation Superintendent, Katie Rosenberg-Mayor, Dale Grosskurth-Health Department Environmental Health and Safety 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. It was noted that a quorum was present and the meeting was called to order by Chairman Peckham at 4:30 p.m.

2. Public Comment – none brought forward

3. Discussion and Possible Action Regarding the Opening of the Wausau Pools at Phase III of the Badger Bounce Back Plan
Polley explained that the agenda had been released last week before the State Supreme Court decision overturning the Governor's orders. Department staff had been working very closely with regional pool directors in the area to have a similar message of opening the pools when Phase III of the Badger Bounce Back Plan was reached. That would have meant opening safely with no limits on the number of people that could come to the pool. If they open sooner they need to know from the Health Department what is required to have the pools properly up and running so that they can open no later than July 1st. Even without a Badger Bounce Back Plan the virus isn't gone and there are still concerns with it. Polley also wanted to note that pools and playgrounds are what this Department is all about and what it strives to give to the community but it also has to follow the guidance of the professionals who are following what this pandemic means to Wisconsin and to Marathon County as to how its programs can be run safely.

Dale Grosskurth discussed the recommendations regarding pools. He said keeping employees and customers safe is the number one priority. Employee wellness checks are important to try and prevent further spread of the virus. When considering cleaning and disinfecting at pools, there are play features which children are all over and probably wouldn't be a good idea to open because they get so much contact. Also shared equipment such as using the slide handrails, concession counters, and tables and lounge chairs are other constant contact features that will need constant monitoring, cleaning and sanitation. Capacity at the pools will have to be reduced to maintain the six foot spacing and a plan for how to deal with customers coming to the pool. This is challenging everywhere particularly at pools. The Park Department would need to provide sanitizing stations. Any pool equipment provided to customers or staff would also need to be sanitized. It is recommended that each facility have a designated person that ensures the guidelines are followed and it cannot be a lifeguard. Mayor Rosenberg questioned if Grosskurth could say where they were at in the Badger Bounce Back phases. Grosskurth said it would be premature to say that they were anywhere near Phase III of that plan.

Kilian said if they had to make a decision of opening today the recommendation would be to not open. Grosskurth agreed and said the pools are supposed to be a free for all funfest. It's hard to imagine managing a lot of children that are exerting energy, breathing in each others faces, spurring water and he just doesn't see it as a good choice. Kilian questioned Grosskurth about the number of people the virus transmits to and also had a concern about the Kawaski-like syndrome in children that is being correlated to the virus. Grosskurth did not have exact transmission numbers but thought that for every positive case that there are about twenty contacts being monitored and also agreed that the Kawaski-like syndrome was a concern when dealing with children. Watson asked if physical distancing would have to be more than six feet. Grosskurth said when someone is breathing harder even being a little further away is probably better. He also mentioned that the virus isn't strong enough to withstand the sun. Chlorine will kill the virus but it will not kill the virus within a person. The bigger concern other than surface contact is the fact that it can be transmitted when people are too close together.

Polley said for the pools to be open they would need additional staffing to control patrons on the deck and for additional sanitation measures. Water features and slides will be closed. One guideline if there is limited attendance at the pool is that they have to try to make it equitable for everybody and it's hard to do that in this community. The Department was asked to put together its general anticipated revenues losses and cost savings for this year. If the pools do not open it would be significant amount of cost saving to the City. Revenues will be lower as Polley did not believe they would be able to safely offer swim lessons this summer. Revenues will also be lower because they will have to limit the numbers of people at the pool and because there will still be people that will not come to the pools even if they are open. The water and chemical expenses will remain the same. There will be a slight savings from labor costs by not opening until July 1st but those expenses could go up if they

have to add staff for additional cleaning. There will be an additional burden on staff, who are mostly college students, to monitor the actions of people who may not want to adhere to physical distancing requirements. She finds it very difficult to offer a safe swimming environment for families and staff this summer. Polley noted she had nineteen different public comment emails. The vast majority were very encouraging to open the pools. Polley said staff understands the pools are a wonderful and safe place for children to be and people can make their own choices but from where they are at as an organization they have staff that they are obligated to keep safe as well as the community. Larson thought that they owed it to the taxpayers and the people that have given public comment to figure out a way to have a safe pool environment for the summer.

Powers raised a concern about the contact tracing aspect if there were a case at the pool as they don't track everyone that enters the pool. Grosskurth said follow up would occur and lists of who was there would be helpful for outreach. Larson wondered if people could sign some sort of waiver before entering the pool. Grosskurth thought something like that would have to be run through legal.

Neal felt with the projected ongoing spread and potential for vectoring in a pool situation and that children can spread the disease to anyone they come into contact with he would lean toward not having the pools. Otherwise the only compromise he could think of is to have one pool open for the summer. Polley said staff had discussed that option and the question would be which one. None of them are very large so there would be capacity issues. Polley mentioned the communities that have already made the decision to close their pools and said after this week they will know more about what other communities are doing. They need to give the pool staff an answer about whether or not they have a job or they are going to lose people. She did not believe the conversation would change in two weeks from where it's at right now. Peckham questioned Grosskurth if he thought there was a reasonable chance they would be to Phase III by mid-June. Grosskurth did not believe they would be. Kilian asked that a statement from Supervisor Harris and another citizen concerns be added to the ones Polley had. Rosenberg wanted to rely on science for guidance and hoped they could wait until the next meeting when there should be more data. There will be a testing event in Wausau next week. Larson felt no matter what their decision is that half of the people will be against it. **Motion** by Larson to table the decision about pools until the June 1st meeting, second by Neal. Motion **carried** by voice vote, vote reflected as 4-1 with Kilian as the dissenting vote.

9. Future Agenda Items – Pools

10. Next Meeting Date – June 1, 2020 at 4:30 pm in Council Chambers at City Hall.

11. Adjourn – **Motion** by Peckham, second by Neal to adjourn at 5:15 p.m. Motion **carried** by voice vote, vote reflected as 5-0.

DRAFT

CITY OF WAUSAU – PARK AND RECREATION COMMITTEE MEETING MINUTES

Date/Time: June 1, 2020 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: Marcus Aumann-Assistant Director of Community Services, Katie Rosenberg-Mayor, Dale Grosskurth-Health Department Environmental Health and Safety Director, Anne Jacobson-City Attorney

1. In accordance with Chapter 19, Wisc. Statutes, notice of this meeting was posted and sent to the Daily Herald in the proper manner. It was noted that a quorum was present and the meeting was called to order by Chairman Peckham at 4:30 p.m.

2. Public Comment

Isabelle Krolow – 1224 S. 11th Ave – Has worked for the pools and believes staff is ready to implement social distancing rules, cleaning, and safety precautions.

Elaina Heinrichs – 3103 Partridge Ave -Has worked for the pools and believes they are properly trained to deal with children and incidents that arise. She is concerned about drowning hazards if children visit the beaches that are not lifeguarded.

Tim Thurs – 1800 Baneberry Court – Representing Wausau Youth Baseball, believes their organization can make necessary modifications to be safe and effective to meet the social distancing guidelines. They are advising not to do T-ball because that requires more physical contact to help hold bats and it would also allow for more equipment to be available to others so that they don't have to share it. Play would not start until July 6th. He has six-hundred registrations and less than ten people have cancelled.

Paula Meadows – 1302 Madison St. – Is here on the issue of opening pools and thinks to keep limiting children and what they can do in gathering is detrimental to their health. She would like the pools and baseball to go through this year with all the rules and considerations that need to be met for them to open.

Rebecca Dau – 212 S. 5th - Thinks limiting amount that kids are able to play is detrimental to their physical and mental health. She feels that she is a responsible parent and can make responsible choices for her family.

Jim Tipple – 314 Gerald's Court – Commented that Marathon County has 140,000 residents and has 51 Covid cases. He felt that chlorine, ultra-violet rays, high temperatures all work in favor of the pools. He thought some things they could do would be to limit the number of people in the pool, take temperatures, have people sign waivers, ask health questions, take reservations, not sell food, etc. He believes by mitigating some of the health risks that there is a way to solve the problem.

Peckham – mentioned there were also comments via e-mails that had been distributed to Committee.

3. Introduction of Marcus Aumann – Assistant Director of Community Services – Aumann started on May 18. He went to the University in Wausau for two years, loved the area and is excited to be back to serve the population that is here. He had a wide variety of experience in parks and recreation programs in his previous job.

4. Approval of Minutes – May 4, 2020 and May 18, 2020 - **Motion** by Watson, second by Larson to approve the Park and Recreation Committee draft May 4, 2020 and May 18, 2020 minutes. Motion **carried** by voice vote, vote reflected as 5-0.

5. Discussion and Possible Action on Opening or Closing the Wausau Pools – Polley mentioned information had been supplied to Committee with guidelines concerning pools from the State Health Department, Wisconsin Economic Development Corporation, and the CDC. Staff also has a tentative plan if it were to open of what new guidelines might be. Staff is not here to say one way or the other, the Park Department loves to have things open but also wants to follow Health Department guidelines.

Polley said the amount of people at each pool would have to be reduced to promote the six foot distancing guidelines. Staff hygiene and health, cleaning and disinfecting guidelines all have to be taken into consideration. Polley believes they could keep features open at the pools with some extra cleaning. Spreading the children out on the stairs of the slide and how they move through the different pieces could be a challenge. There needs to be proper staffing so that the lifeguards can focus on the water. The information provided talks about how to reopen but not when to reopen. After the Badger Bounce Back Plan was overturned there is currently no plan in place with that guidance and the virus isn't gone so how to move forward is a big question. Current State guidelines currently recommend at this time all public pools, splashpads and waterparks remain closed.

Grosskurth – Health Department – commented that the County Health Department is adhering to what the State Department of Health Services is recommending. It is a challenge to make something that fits every place in the State. The State is looking at things from a bigger picture and how to control the spread of the virus which is primarily moving from the southeast and slowly increasing across the State. From the old Badger Bounce Back Plan we are not in Phase One of that plan yet. There are some downward trends and some gatemarkers have been met but not all of them. Marathon County was at 32 cases and is now at 51 which is not a significant number when looking at other communities but represents more than a 50% increase. There is more testing going on. Grosskurth said he would stand by last month's recommendation to not open the pools, that is what the Department of Health Services is advising and that would be their advisement as well.

Neal mentioned the three dozen emails with the majority supporting opening the pools. He felt recent news was encouraging in that it seemed surface contact was a lesser concern but that social distancing was the main concern. He said they have to make sure that staff can manage the social distancing so he would like to open two pools instead of three to spread the staff around to help with managing that. He would also like this item to go to the Public Health and Safety Committee. Larson said he was elected to represent the people of his district and the majority want the pools to open this year. If staff has to take extra precautions they should do it. Kilian said while he sympathizes with people, he cannot support opening the pools currently because of the recommendations coming down from the health organizations. **Motion** by Kilian to close the pools for this summer season. Motion died for lack of a second. **Motion** by Larson, second by Neal to open the three pools this season. Polley discussed the revenues and expenses associated with opening pools under new guidelines. She mentioned if pools are opened and operate as proposed with additional staff and loss of revenue they would have to make a determination in the City budget of allocate an additional \$15,000. Also if pools stayed open longer than additional funds would be needed. Neal felt that even though children don't have a lot of trouble with the virus there still is the emergence of a Kawaski like disease that is dangerous for them and also the fact that even if they don't get sick themselves, they can still spread the disease to others. He did not believe the mindset that parents will be in charge of what's good for their kids should be Committee's number one concern. The Committee has to look at the safety of the City. Neal did not think it would be easy for staff to manage a lot of children to be socially distant and wanted to feel good about that element of control being maintained. **Motion** by Neal, second by Watson to amend the proposal to open two of the three pools on a rotational basis so staffing is divided up to the two pools to ensure social distancing and cleaning. Polley felt from an operating standpoint it would be better to open two and not have one sit idle. She wanted to be clear that staff will not be able at all times to keep everyone six feet apart, they will try as hard as they can but it's going to be hard. Neal agreed to the opening of two pools. Kilian said he did not like closing pools to children and if they were to open they should spend whatever it takes to make them safe. He wanted to make sure whatever they do that it is right and equal. Polley discussed the scholarship program the Department has offered in the past. Peckham clarified they were voting on the motion to amend to two pools. Motion **carried** by voice vote, vote reflected as 3-2 with Peckham, Watson and Neal voting yes and Kilian and Larson voting no. Polley discussed how the two pools would operate. The Mayor was concerned about opening pools at this time when even the schools are not sure if they will open. She also thought it would be hard to keep children apart from each other. Vote was taken on the motion as amended to open two of the three pools with staff to decide which two and a request for Public Health and Safety to hold a special meeting this week to also weigh in with a recommendation to City Council Motion **carried** by voice vote, vote reflected as 4-1 with Kilian voting no.

6. Discussion and Possible Action Regarding the Operations of Playgrounds and Sports Fields – Polley said the Department has been following CDC and Health Department guidelines for its parks. That was including playgrounds which were originally closed. The County park playgrounds remain closed with signage and no barriers. There was a lot of pushback about the City playgrounds being closed and the Director's authority. Polley said parks are open for general use. All sports fields are open for general use except for those that are scheduled which includes Sunnyvale, the Sports Complex and Athletic Park. If a parent wanted to play with a child on a sports field they could, but the Department is not scheduling, lining, grooming or taking fees from any organized sports. Neal felt it would be a lot easier for a coach to manage social distancing at a ball field than something like managing it at the pools. He felt playgrounds were kind of moot because they aren't enforcing anything. Polley said she needed direction from this Committee and Council if she should follow Health Department and CDC guidelines when it comes to park facilities. She said the guidelines are being followed at everything like boat launches, camping, tennis/pickelball, etc. The Department has been following and showing that the City and County were following the recommendations of the County Health Director as she put forward and as she would like all businesses to follow. Everything park related is currently following those recommendations except for City playgrounds. None of this is enforceable, it's all recommendations. From a City perspective does Committee want to set the guidance that as a Department they should continue to follow the guidance of the

Health Department and the CDC or are they giving her direction that because it's not enforceable to just open everything up. Signage can be put up at the playgrounds that says they are closed. It is not enforceable but at least it shows that the City is following those guidelines in a best effort. Kilian thought it made sense to recognize the CDC recommendations. **Motion** by Neal, second by Larson to open sports fields and direct staff to work with the sports teams that use them. Motion **carried** by voice vote with Peckham, Neal, Larson voting yes and Kilian and Watson voting no. **Motion** by Watson, second by Kilian to follow CDC guidelines with regards to the playgrounds and sign them closed. (The playgrounds will have signage but no barriers). Motion **carried** by voice vote, vote reflected as 5-0.

7. Discussion and Possible Action Requesting Funds for an Environmental Consultant to Prepare Recommendations to Test the Waters of the Wisconsin River – tabled

8. Discussion and Possible Action Recommending 2021 Capital Improvement Projects – Polley discussed the projects. Projects include playground equipment, operations building hoist replacement, Sylvan Hill parking lot reconstruction, tennis court replacement program, Barker-Stewart Island Bridge decking replacement, Memorial Park Seawall Replacement, River Edge Trail-Thomas St. to Wastewater Treatment Plant, Stewart Park Masonry Repairs. **Motion** by Neal, second by Kilian to forwarding the CIP requests on as presented. Motion **carried** by voice vote, vote reflected as 5-0.

9. Educational Items

A. Dog Park Special Committee Update – Committee Appointment

Chair Peckham has appointed Alder Watson to the Dog Park Special Committee as the second representative of the Parks and Recreation Committee. The Dog Park Special Committee has not met recently. The Committee will be working on signage and will plan additional fundraising events for the future. Work on the dog park has not yet begun due to a wet site. Grading and over seeding will take place first followed by work on the parking lot, water line installation and fencing installation. Engineering has completed the design work of the parking lot and staff is coordinating the work to be performed and the schedule for completion.

B. Project Update

Water Systems: All major systems are operational with the exception of Athletic Park and River life irrigation systems which are schedule for the week of May 25. Swimming Pools: Pool systems and Plumbing are being assembled for either operation or testing. Flower Program: Greenhouse plants are ready for planting in designated areas. Planting will begin based on the forecast predictions of May 26. Park Office: Staff is working on Park Office remodeling project. Barker Stewart Island: Staff is preparing for vegetation management activities per work plan. Isle of Ferns: 6 wooden pole lights are being replaced with 11 decorative and energy efficient (LED) pole lights along the existing path. Routine Operations / Programs: Mowing Operations; all three mowing crews are in routing mode with limited staff. Urban forestry program; Tree planting is in progress; tree trimming, removals, stump grinding, Building and structure maintenance. Shelter reservations and Special Events; Equipment maintenance and repair Restroom Maintenance; increased maintenance (daily) and staffing due to COVID 19 recommendations. JoJo's Jungle Playground is nearing completion. Poured in place surfacing has begun and will take approximately 3 weeks to complete. The playground will remain closed at this time.

10. Future Agenda Items – Riverside Park boundary line, Riverside Park testing, beaver control, Wisconsin River testing

11. Next Meeting Date – July 6, 2020 at 4:30pm

12. Adjourn - **Motion** by Neal, second by Watson to adjourn at 7:00pm. Motion **carried** by voice vote, vote reflected as 5-0.



MARATHON COUNTY COVID-19 ORDER #1

We recognize that the State of Wisconsin and Marathon County have made great progress in controlling the spread of the COVID-19. Marathon County is issuing this order as part of its continued commitment to control the transmission of the virus throughout our communities and its goal of being the Healthiest, Safest, and Most Prosperous county in Wisconsin. We further recognize that this situation will continue to evolve and may require future orders to protect the public's health and safety.

In making those future decisions Marathon County will be guided by the following principles:

- Protecting public health and safety are our primary responsibility.
- Continuation and resumption of business and personal activity is essential to the well-being of our community.
- Scientific data and local information must guide our public health decision-making.
- Any orders issued will be consistent with established legal authority granted to Local Health Officers, pursuant to Wis. Stat. § 252.03(1) & (2).
- Any orders issued will strive to avoid inequity amongst the individuals, businesses, and communities impacted.
- Gathering perspectives from local stakeholders is valuable.
- We trust that residents and businesses will follow recommendations and guidance from Public Health authorities to protect each other.

Pursuant to Wis. Stat. § 252.03(1) & (2), the undersigned Health Officer recommends the following within Marathon County:

Individuals and Families:

- Practice Physical Distancing and Protective Measures, including the following:
 - o Maintaining physical distancing of six (6) feet between people not residing in a single living unit or household;
 - o Washing hands with soap and water for at least 20 seconds as frequently as possible or using hand sanitizer;
 - o Covering coughs or sneezes (into the sleeve or elbow, not hands);
 - o Regularly cleaning high-touch surfaces;
 - o Not shaking hands;
 - o Use of a mask or cloth face covering when physical distancing is impractical;
 - o Limiting travel to reduce the potential for virus transmission;
 - o Following all other public health recommendations issued by the State of Wisconsin Department of Health Services, Marathon County Health Department, and the U.S. Centers for Disease Control and Prevention
- Stay home if you are sick and seek appropriate medical care.

Health Department

1000 Lake View Drive, Suite 100 | Wausau, WI 54403-6781 | T 715.261.1900 | F 715.261.1901

MARATHON COUNTY COVID-19 ORDER #1

Page Two

Businesses, Non-Profits, and other Entities:

- Implement the strategies and practices provided in the Wisconsin Economic Development Corporation Reopening Guidelines at <https://wedc.org/reopen-guidelines/>, the Centers for Disease Control at <https://www.cdc.gov/coronavirus/2019-ncov/index.html>, and the State of Wisconsin Department of Health Services at available at <https://www.dhs.wisconsin.gov/covid-19/index.htm>
- Consult with your local Chamber of Commerce and the Marathon County Health Department to gather additional information to safely resume business activities.

Mass Gatherings:*

- Individuals – avoid situations where you are unable to exercise appropriate physical distancing with non-household members.
- Businesses, Non-Profits, and other Entities – reduce capacity and modify physical spaces to ensure adequate physical distancing for customers and staff.

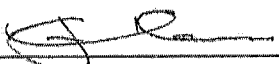
*At this time, the term “Mass Gatherings” is not specifically defined given the wide variation of spaces and uses governed by this order.

Enforcement. This order provides recommendations and does not provide for enforcement via civil or criminal penalty.

Supremacy. This order, and the recommendations within it, does not supersede any other applicable local health order, state law, or other applicable rule or regulation.

Duration. This order shall become effective immediately. This order shall remain in effect until revoked or superseded by subsequent order.

It is so ordered by the Health Officer of Marathon County.



Joan Theurer, RN, MSN

5/14/2020 / 4:45 PM

Date Time

Coronavirus Disease 2019 (COVID-19)

Guidance for Administrators in Parks and Recreational Facilities

Parks, trails, and open spaces can provide opportunities for physical activity while also providing opportunities for respite, health, and wellness. Individuals are encouraged to use parks, trails, and open spaces safely as they are able while following current guidance to prevent the spread of COVID-19.

The following offers guidance for the use and administration of local, state, and national parks.

Post information to promote everyday preventive actions.

Park administrators should consider displaying posters and signs throughout the park to frequently remind visitors to take steps to prevent the spread of COVID-19. These messages may include information about:

- Staying home if you are sick or do not feel well, and what to do if you're sick or feel ill.
- Using social distancing and maintaining at least six feet between individuals in all areas of the park.
- Covering coughs and sneezes with a tissue, then throwing the tissue in the trash.
- Washing hands often with soap and water for at least 20 seconds, especially after going to the bathroom, before eating, and after blowing your nose, coughing, or sneezing.
- Using hand sanitizer that contains at least 60% alcohol if soap and water are not available.
- Avoiding touching eyes, nose, and mouth with unwashed hands.

Maintain restrooms that remain open. Ensure they have functional toilets, clean and disinfected surfaces, and handwashing supplies.

If possible, restrooms should remain open if a park remains open for public visitation. If restrooms will be closed, notify visitors ahead of time so they can prepare appropriately. Ensure that open restrooms are:

- Operational with functional toilets.
- Cleaned and disinfected regularly, particularly high-touch surfaces such as faucets, toilets, doorknobs, and light switches. Clean and disinfect restrooms daily or more often if possible. The EPA-registered household disinfectants listed here are recommended. Ensure safe and correct application of disinfectants and keep products away from children.
- Regularly stocked with supplies for handwashing, including soap and materials for drying hands or hand sanitizer with at least 60% alcohol.

Oftentimes restroom facilities without running water, such as portable toilets and vault toilets, are not stocked with hand hygiene products. Encourage visitors to be prepared to bring their own hand sanitizer with at least 60% alcohol for use in these facilities.

Keep swimming pools properly cleaned and disinfected.

Proper operation, maintenance, and disinfection (with chlorine or bromine) of swimming pools should kill the virus that causes COVID-19.

- Maintain proper disinfectant levels (1–10 parts per million free chlorine or 3–8 ppm bromine) and pH (7.2–8).
- CDC's Model Aquatic Health Code has more recommendations to prevent illness and injuries at public pools in parks.

Be prepared to cancel or postpone large events and gatherings.

- Monitor and adhere to guidelines issued at the national, state, and local levels related to limiting the size of gatherings.
- Continually assess current conditions and engage with the National Park Service, state, and local public health officials when deciding whether to postpone, cancel, or significantly reduce the number of attendees (if possible) for mass gatherings.
- Consider CDC guidance and White House guidance [as you make decisions about whether to proceed with, postpone, or cancel an event.](#)

Make sure people are social distancing in popular areas of the park.

During periods of sustained community transmission, park administrators should:

- Monitor areas where people are likely to gather and consider temporary closure to support social distancing practices. These areas might include sports fields, playgrounds, skateparks, basketball courts, tennis courts, and picnic areas. In the event of facility closures, park administrators might want to place physical barriers in these areas and post signs communicating that the area is closed.

- Post signs discouraging groups from gathering in larger numbers than are currently recommended or allowed.

If organized sports activity has been suspended within the park, communicate with sports team coaches that unofficial sports practices are also prohibited within the park.

Postpone or cancel organized activities and sports.

In general, most organized activities and sports such as basketball, baseball, soccer, and football that are held on park fields, open areas, and courts are not recommended during times in which individuals are encouraged or required to practice social distancing. These activities and sports typically require coaches and athletes who are not from the same household or living unit to be in close proximity, which increases their potential for exposure to COVID-19.

Park administrators should monitor directives issued at the national, state, and local levels related to limiting the size of gatherings. These directives can inform decisions about limiting participation for those sports and activities that exceed the maximum number allowed. Until local public health officials have coordinated with organizers to determine if/when it is safe to participate in such activities, all should be postponed or canceled.

Use flexible sick-leave and telework policies, especially for staff at higher risk for severe illness.

- Be as flexible as possible with staff attendance and sick-leave policies.
- Remind staff to stay at home if they are sick.
- Identify staff whose duties would allow them to work from home and encourage teleworking when possible.
- Consider offering revised duties to staff who are at higher risk of severe illness with COVID-19.

Keep your park staff informed about COVID-19 and preventive actions.

When there is ongoing transmission of COVID-19 in the community where the park is located, consider implementing the following strategies:

- Provide staff with up-to-date information about COVID-19 and park policies on a regular basis.
- Communicate to park staff the importance of practicing healthy hygiene habits such as washing hands often, covering coughs and sneezes, and social distancing to prevent the spread of COVID-19.
- If staff develop a fever, cough, or shortness of breath while at work, have them immediately put on a face mask (if available), isolate them, and have them return home from the park as soon as possible, and ask them to follow CDC-recommended steps for persons who are ill with COVID-19 symptoms.
- If a staff member has a confirmed COVID-19 infection, inform other staff about their possible exposure to the virus, while maintaining confidentiality as required by the Americans with Disabilities Act; see Public Health Recommendations for People in U.S. Communities Exposed to a Person with Known or Suspected COVID-19, other than Health Workers or other Critical Infrastructure Workers.

Review CDC's guidance for businesses and employers.

- Review CDC's guidance for businesses and employers to identify additional strategies to protect park staff during an outbreak of COVID-19.
- For additional questions or guidance, contact your state or local health department public health officials and in the case of the National Park Service, contact public health officials in the Office of Public Health.

Page last reviewed: April 10, 2020

Content source: National Center for Immunization and Respiratory Diseases (NCIRD), Division of Viral Diseases



Coronavirus Disease 2019 (COVID-19)

Visiting Parks and Recreational Facilities

Protect Yourself and Others from COVID-19

Staying physically active is one of the best ways to keep your mind and body healthy. In many areas, people can visit parks, trails, and open spaces as a way to relieve stress, get some fresh air and vitamin D, stay active, and safely connect with others.

Know before you go: While these facilities and areas can offer health benefits, it is important that you follow the steps below to protect yourself and others from COVID-19.

DO

- ✓ Visit parks that are close to your home
- ✓ Prepare before you visit
- ✓ Stay at least 6 feet away from others ("social distancing") and take other steps to prevent COVID-19
- ✓ Play it safe around and in swimming pools. Keep space between yourself and others

DON'T

- ✗ Visit parks if you are sick or were recently exposed to COVID-19
- ✗ Visit crowded parks
- ✗ Use playgrounds
- ✗ Participate in organized activities or sports



Don't: Visit parks if you are sick or were recently exposed to COVID-19

- If you are sick with COVID-19, were recently exposed (within 14 days) to someone with COVID-19, or just don't feel well, do not visit public areas including parks or recreational facilities.
- Follow recommended steps to take if you are sick.



Do: Visit parks that are close to your home

Traveling long distances to visit a park may contribute to the spread of COVID-19 as:

- Most travel requires you to stop along the way or be in close contact with others.
- Travel may also expose you to surfaces contaminated with the virus that causes COVID-19.



Don't: Visit crowded parks

- Do not visit parks where you cannot stay at least 6 feet away from others at all times.



Do: Prepare before you visit

State or local parks

State and local authorities will decide whether parks and other recreational facilities will open. Check with the park in advance to be sure you know which areas or services are open, such as bathroom facilities and concessions, and bring what you need with you.

National parks

The National Park Service [will](#) decide on a park-by-park basis whether a national park will be open. Please check with individual parks [for](#) specific details since, in many cases, visitor centers, concessions, and bathroom facilities might be closed.

Beaches or other swimming areas

State and local authorities will decide whether natural bodies of water and beaches or swim areas will be open. Please check with individual beaches or swim areas for specific details.



Do: Stay 6 feet away from others ("social distancing") and take other steps to prevent COVID-19

If a park, beach, or recreational facility is open for public use, visiting is okay as long as you practice social distancing and everyday steps such as washing hands often and covering coughs and sneezes. Follow these actions when visiting a park, beach, or recreational facility:

- Stay at least six feet from others at all times. This might make some open areas, trails, and paths better to use. Do not go into a crowded area.
- Avoid gathering with others outside of your household.
- Wash hands often with soap and water for at least 20 seconds, especially after going to the bathroom, before eating, and after blowing your nose, coughing, or sneezing.
- Bring hand sanitizer with at least 60% alcohol to use if soap and water are not available.



Don't: Use playgrounds

Do not use playgrounds, including water playgrounds, located within local, state, or national parks.

Using playgrounds might lead to the spread of COVID-19 because:

- They are often crowded and could easily exceed recommended guidance for gatherings.
- It can be challenging to keep surfaces clean and disinfected.
- The virus can spread when young children touch contaminated equipment and then touch their hands to their eyes, nose, or mouth.



Don't: Participate in organized activities or sports

In general, most organized activities and sports such as basketball, baseball, soccer, and football that are held on park fields, open areas, and courts are not recommended. These activities and sports typically require coaches and athletes who are not from the same household or living unit to be in close proximity, which increases their potential for exposure to COVID-19.



Do: Play it safe around and in swimming pools, and keep space between yourself and others

There is no evidence that COVID-19 can be spread to humans through the water. Proper operation, maintenance, and disinfection (with chlorine or bromine) of pools should kill COVID-19.

Swimming and other water-related activities are excellent ways to get the physical activity needed for a healthy life. If you are not sick or experiencing symptoms of COVID-19, it is safe to use swimming pools as long as steps are taken to reduce the spread of COVID-19:

- Practice social distancing by staying at least six feet (two meters) from others.
- Avoid large gatherings of more than 10 people.
- Keep your hands clean by washing hands with soap and water, especially after going to the bathroom, before eating, and after blowing your nose, coughing, or sneezing. Use an alcohol-based hand sanitizer that contains at least 60% alcohol if soap and water are not available.

Swimming does carry some health risks. Visit CDC's Healthy Swimming website for information to help you prevent illness and drowning, while having fun and enjoying the health benefits of swimming.

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Content source: National Center for Immunization and Respiratory Diseases (NCIRD), Division of Viral Diseases

Coronavirus Disease 2019 (COVID-19)

Considerations for Public Pools, Hot Tubs, and Water Playgrounds During COVID-19

As public aquatic venues open in some areas, CDC offers the following considerations for the safety of those who operate, manage, and use public pools, hot tubs, and water playgrounds. Public aquatic venues can be operated and managed by:

- city or county governments
- apartment complexes
- membership clubs (for example, gyms)
- schools
- waterparks
- homeowners' associations

All decisions about implementing these considerations should be made locally, in collaboration with local health officials. Operators of public aquatic venues can consult with local officials to determine if and how to implement these considerations while adjusting them to meet the unique needs and circumstances of the local jurisdiction. Their implementation should also be informed by what is feasible, practical, and acceptable.

Promoting Behaviors that Prevent the Spread of COVID-19

Public aquatic venues can consider different strategies to encourage healthy hygiene, including:

- Hand Hygiene and Respiratory Etiquette
 - Encouraging all staff, patrons, and swimmers to wash their hands often and cover their coughs and sneezes.
- Cloth Face Coverings
 - Encouraging the use of cloth face coverings as feasible. Face coverings are most essential in times when physical distancing is difficult.
 - Advise those wearing face coverings to not wear them in the water. Cloth face coverings can be difficult to breathe through when they're wet.
- Staying Home
 - Educating staff, patrons, and swimmers about when to stay home (for example, if they have symptoms of COVID-19, have tested positive for COVID-19, or were exposed to someone with COVID-19 within the last 14 days) and when they can safely end their home isolation.
- Adequate Supplies
 - Ensuring adequate supplies to support healthy hygiene. Supplies include soap, hand sanitizer with at least 60 percent alcohol (for staff and older children who can safely use hand sanitizer), paper towels, tissues, and no-touch trash cans.
- Signs and Messages
 - Posting signs about how to stop the spread of COVID-19, properly wash hands, promote everyday protective measures, and properly use a cloth face covering in highly visible locations (for example, at deck entrances and at sinks).
 - Broadcasting regular announcements about how to stop the spread on PA system.
 - Including messages about behaviors that prevent the spread of COVID-19 in contracts with individual patrons or households, in emails, on facility websites (for example, posting online videos), through facility's social media accounts, and on entrance tickets).

Maintaining Healthy Environments

To maintain healthy environments, operators of public aquatic venues may consider:

- Cleaning and Disinfection
 - Cleaning and disinfecting frequently touched surfaces at least daily and shared objects each time they are used. For example:
 - Handrails, slides, and structures for climbing or playing
 - Lounge chairs, tabletops, pool noodles, and kickboards
 - Door handles and surfaces of restrooms, handwashing stations, diaper-changing stations, and showers
 - Consulting with the company or engineer that designed the aquatic venue to decide which List N disinfectants approved by the U.S. Environmental Protection Agency (EPA) are best for your aquatic venue.
 - Setting up a system so that furniture (for example, lounge chairs) that needs to be cleaned and disinfected is kept separate from already cleaned and disinfected furniture.
 - Labeling containers for used equipment that has not yet been cleaned and disinfected and containers for cleaned and disinfected equipment.
 - Laundering towels and clothing according to the manufacturer's instructions. Use the warmest appropriate water temperature and dry items completely.
 - Protecting shared furniture, equipment, towels, and clothing that has been cleaned and disinfected from becoming contaminated before use.
 - Ensuring safe and correct use and storage of disinfectants, including storing products securely away from children.
- Ventilation
 - Ensuring that ventilation systems of indoor spaces operate properly.
 - Increasing introduction and circulation of outdoor air as much as possible by opening windows and doors, using fans, or other methods. However, do not open windows and doors if doing so poses a safety risk to staff, patrons, or swimmers.

- Water Systems
 - Taking steps to ensure that all water systems (for example, drinking fountains, decorative fountains, hot tubs) are safe to use after a prolonged facility shutdown to minimize the risk of Legionnaires' disease and other diseases associated with water.
- Modified Layouts
 - Changing deck layouts to ensure that in the standing and seating areas, individuals can remain at least 6 feet apart from those they don't live with.
- Physical Barriers and Guides
 - Providing physical cues or guides (for example, lane lines in the water or chairs and tables on the deck) and visual cues (for example, tape on the decks, floors, or sidewalks) and signs to ensure that staff, patrons, and swimmers stay at least 6 feet apart from those they don't live with, both in and out of the water.
- Communal Spaces
 - Staggering use of communal spaces (for example, in the water or breakroom), if possible, and cleaning and disinfecting frequently touched surfaces at least daily and shared objects each time they are used.
- Shared Objects
 - Discouraging people from sharing items that are difficult to clean, sanitize, or disinfect or that are meant to come in contact with the face (for example, goggles, nose clips, and snorkels).
 - Discouraging the sharing of items such as food, equipment, toys, and supplies with those they don't live with.
 - Ensuring adequate equipment for patrons and swimmers, such as kick boards and pool noodles, to minimize sharing to the extent possible, or limiting use of equipment by one group of users at a time and cleaning and disinfecting between use.

Maintaining Healthy Operations

To maintain healthy operations, operators of public aquatic venues may consider:

- Protections for Vulnerable Staff
 - Offering options such as telework or modified job responsibilities that reduce their risk of getting infected.
 - Limiting aquatic venue use to only staff, patrons, and swimmers who live in the local area, if feasible.
- Lifeguards and Water Safety
 - Ensuring that lifeguards who are actively lifeguarding are not also expected to monitor handwashing, use of cloth face coverings, or social distancing of others. Assign this monitoring responsibility to another staff member.
- Alterations of Public Aquatic Venues
 - Consulting the company or engineer that designed the aquatic venue before altering aquatic features (for example, slides and structures designed for climbing or playing).
- Regulatory Awareness
 - Being aware of local or state regulatory agency policies on gathering requirements or recommendations to determine if events, such as aquatic fitness classes, swim lessons, swim team practice, swim meets, or pool parties can be held.
- Staggered or Rotated Shifts
 - Staggering or rotating shifts to limit the number of staff present at the aquatic venue at the same time.
- Designated COVID-19 Point of Contact
 - Designating a staff member to be responsible for responding to COVID-19 concerns. All staff should know who this person is and how to contact him or her.
- Gatherings
 - Avoiding group events, gatherings, or meetings both in and out of the water if social distancing of at least 6 feet between people who don't live together cannot be maintained. Exceptions to the social distancing guidance include:
 - Anyone rescuing a distressed swimmer, providing first aid, or performing cardiopulmonary resuscitation, with or without an automated external defibrillator.
 - Individuals in the process of evacuating an aquatic venue or entire facility due to an emergency.
 - If planned events must be conducted, staggering drop-off and pick-up times, as much as possible, to maintain distance of at least 6 feet between people who don't live together.
 - Asking parents to consider if their children are capable of staying at least 6 feet apart from people they don't live with before taking them to a public aquatic venue.
 - Limiting any nonessential visitors, volunteers, and activities involving external groups or organizations.
- Communication Systems
 - Putting systems in place for:
 - Having staff, patrons, and swimmers self-report if they have symptoms of COVID-19, a positive test for COVID-19, or were exposed to someone with COVID-19 within the last 14 days.
 - Notifying local health authorities of COVID-19 cases.
 - Notifying staff, patrons, and swimmers (as feasible) of potential COVID-19 exposures while maintaining confidentiality in accordance with the Americans with Disabilities Act (ADA) [2].
 - Notifying staff, patrons, and swimmers of aquatic venue closures.

- Leave Policies
 - Implementing sick leave (time off) policies and practices for staff that are flexible and non-punitive.
 - Developing return-to-work policies aligned with CDC's criteria to discontinue home isolation.
- Back-Up Staffing Plan
 - Monitoring absenteeism of staff and creating a roster of trained back-up staff.
- Staff Training
 - Training staff on all safety protocols.
 - Conducting training virtually or ensuring that social distancing is maintained during in-person training.
- Recognize Signs and Symptoms
 - Conducting daily health checks (for example, temperature screening or symptom checking) of staff. Ensure safe and respectful implementation that is aligned with any applicable privacy laws and regulations.
 - Consider using examples of screening methods in CDC's General Business FAQs as a guide.

Preparing for When Someone Gets Sick

To prepare for when someone gets sick, operators of public aquatic venues may consider:

- Isolating and transporting those who are sick to their home or a healthcare provider.
 - Immediately separating staff, patrons, or swimmers with COVID-19 symptoms (for example, fever, cough, or shortness of breath).
 - Establishing procedures for safely transporting anyone sick to their home or to a healthcare provider.
- Notifying health officials and close contacts.
 - Immediately notifying local health officials, staff, patrons, and swimmers of any case of COVID-19 while maintaining confidentiality in accordance with the Americans with Disabilities Act (ADA) [\[4\]](#).
 - Informing those who have had close contact with a person diagnosed with COVID-19 to stay home and self-monitor for symptoms, and follow CDC guidance if symptoms develop.
- Cleaning and Disinfection
 - Closing off areas used by a sick person and not using the areas until after cleaning and disinfecting them.
 - Waiting more than 24 hours before cleaning and disinfecting these areas. Ensuring safe and correct use and storage of EPA-approved List N disinfectants [\[5\]](#), including storing products securely away from children.

Other Resources

Lakes, oceans, and other recreational water

There is no evidence that COVID-19 can be spread to humans through the use of recreational waters. Follow safe swimming practices along with social distancing and everyday preventative actions to protect yourself.

- Latest COVID-19 Information
- Cleaning and Disinfection
- Guidance for Businesses and Employers
- CDC Healthy Swimming
- CDC Steps of Healthy Swimming
- COVID-19 Prevention
- Handwashing Information
- Face Coverings
- Social Distancing
- COVID-19 Frequently Asked Questions
- CDC communication resources
- Community Mitigation

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Content source: National Center for Immunization and Respiratory Diseases (NCIRD), Division of Viral Diseases



WISCONSIN DEPARTMENT of HEALTH SERVICES

COVID-19: Avoid Illness

To prevent getting and spreading COVID-19, make sure you practice good personal health habits and avoid being exposed to the virus.

Avoid close contact with others and practice physical distancing

- Stay at home as much as possible. Cancel events and avoid groups, gatherings, play dates, and nonessential appointments.
- Avoid gatherings of 10 or more people. See the frequently asked questions below more information about gatherings.
- Stay at least 6 feet away from other people, when possible.
- Stay home when you are sick, except to get medical care.

Practice good hand hygiene

- Wash your hands regularly for at least 20 seconds. If soap and water are not available, use an alcohol-based hand sanitizer with at least 60% alcohol.
- Avoid touching your face, eyes, and mouth when in public.

If you start to feel sick

- If you become sick, stay home. Visit our [if you think you are sick webpage](#) for more information.
- Cover your mouth and nose with a tissue when you cough or sneeze or use the inside of your elbow.
- Clean frequently touched surfaces and objects daily (for example, tables, countertops, light switches, doorknobs, and cabinet handles). See [CDC's recommendations for household cleaning and disinfection webpage](#).

Frequently asked questions about staying safe and healthy during the COVID-19 pandemic

Can I hold or should I go to a large gathering?

Interim guidance on large gatherings: At this time, DHS does not advise large gatherings, and there is no projected timeframe available as to when this advisory would change. Event planners should work closely with local/tribal health departments and local/tribal law enforcement on any future plans and decisions.

Public health experts agree that large gatherings of people in sustained, close contact greatly increases the risk for spread of the virus among those who attend the events and to the communities these individuals return to after the event. The communal nature of such events makes it especially challenging to accommodate the physical distancing and sanitation recommendations required to slow the spread of disease. This includes but is not limited to fairs, festivals, parades, and conferences.

Given the state of COVID-19 transmission in Wisconsin, DHS recommends you not engage in public or private gatherings of people that are not part of a single household or living unit. This recommendation will change as the state progresses through the [different phases of Wisconsin's roadmap outlining public health principles to decrease COVID-19 cases and death](#).

DHS provides criteria that the state will use to guide communities as people begin to interact. For example, to move out of the initial gating criteria and into Phase 1, the plan identifies that a sustained downward trajectory of individuals with symptoms, a sustained downward trajectory of positive cases as a percent of total tests, and a robust health system capacity should all be present. As the state progresses through each phase, the recommended maximum size of gatherings also increases. An example is an event with 250 or more people in attendance should only be held once the state has entered Phase 3 of reopening.

In terms of planning events for this summer or fall, the best guidance is to *proceed with caution*. Work with your local/tribal health departments and consider all possible options given the potential for large group gathering cancellations due to COVID-19. Wherever possible, DHS urges event organizers to host virtual or other non-contact events that can build the same sense of community and celebration.

Resources:

[CDC Information for Event Planners and Individuals](#)

How is COVID-19 spread?

COVID-19 is spread through respiratory droplets that are released when a sick (infected) person coughs, sneezes, or breathes. These droplets can remain in the air and on surfaces for an extended period of time. When people breathe in (inhale) the droplets, or touch surfaces that have been contaminated and then touch their mouth, face, or eyes, the virus can make them sick.

How long does COVID-19 survive on surfaces?

It is not certain how long COVID-19 survives on surfaces, but emerging evidence suggest that the virus may survive on surfaces for a few hours or up to several days depending on various factors, such as the type of surface, humidity of the environment, exposure to heat, cold, sunlight, and ventilation.

If you think a surface may be infected, clean it with simple disinfectant to kill the virus and protect yourself and others. Wash your hands with soap and water for at least 20 seconds or use hand sanitizer.

Surface	Amount of Time	Examples
Metal (other than those listed below)	5 days	Doorknobs, jewelry, silverware
Ceramics	5 days	Dishes, pottery, mugs
Glass	4-5 days	Drinking glasses, measuring cups, mirrors, windows
Wood	4 days	Furniture, decking
Plastics	2-3 days	Packaging like milk containers and detergent bottles, subway and bus seats, backpacks, elevator buttons
Stainless steel	2-3 days	Refrigerators, pots and pans, sinks, some water bottles
Cardboard	24 hours	Shipping boxes
Disposable gown	1-2 days	
Aluminum	2-8 hours	Soda cans, tinfoil, water bottles
Copper	4 hours	Teakettles, cookware
Paper	Varies	Some strains of coronavirus live for only a few minutes on paper, others live for up to 5 days.

For more information on how long COVID-19 lasts on surfaces and aerosol, see this [article](#) from the New England Journal of Medicine, March 17, 2020, and this [article](#) from the Journal of Hospital Infection February 6, 2020.

Do I need to sanitize my groceries?

According to the CDC, COVID-19 is thought to spread mainly from person-to-person. Transmission via food and food packaging is low. It may be possible that a person can get COVID-19 by touching a surface or object that has the virus on it and then touching their own mouth, nose, or possibly their eyes, but this is not thought to be the main way the virus spreads. The greatest grocery-related risk is contact with others with high-touch areas like shopping carts and basket handles.



**WISCONSIN DEPARTMENT
of HEALTH SERVICES**

COVID-19: Community and Faith-Based

Below is guidance for various types of organizations and service providers operating and providing assistance or safeguards in our communities.

Our communities are taking actions to help reduce the spread of COVID-19. Please see below for recommendations on steps that can be taken by specific groups.

Recommendations will change as we move through [Wisconsin's roadmap to reopen](#) using public health principles of testing, tracing, and tracking the new coronavirus to decrease COVID-19 cases and death.

We Are Still Safer at Home

The best way to protect yourself, your family, and your community is to [stay home](#).

Blood Banks

Blood Collection

This guidance is intended to support blood collection site operations. There is a severe blood shortage and donors are urgently needed. Respiratory viruses, in general, are not known to be transmitted by blood transfusion, and there have been no reported cases of transfusion-transmitted coronavirus.

Blood donated at collection sites supports multiple types of patients (for example, trauma, sickle cell, and burn). The steps below include and complement the routine procedures followed at blood collection sites.

How can blood banks prevent spread of infection?

You have a few options:

You can hold a no-contact yard or rummage sale.

You can post and sell items using a virtual community, garage sale apps, or online sales platform. These options allow sellers to sell items without physical contact with the buyer.

Note: If you are at high risk for COVID-19, be sure to take extra precautions. You should consider using online payments or outdoor pickup without any close contact.

How can I keep myself and the buyer safe?

Clean and disinfect your items before giving or shipping it to a buyer.

Buyers should wash all clothing and disinfect other items after pick up.

The buyer should state item descriptions and terms of the sale before posting.

Make or accept payments over the phone and avoid exchanging cash.

Use precautions to protect your health and safety if you need to pick up or pay in-person.

Wear a cloth face covering.

Practice good hygiene.

Pick up and pay in open, visible, and well-ventilated space. Do not enter another person's home.

Stay at least 6 feet apart. Make sure you pick up and pay without physical contact.

Place a new envelope for each buyer on a table. The seller can watch the buyer leave their money in the envelope, making sure to stay at least 6 feet away. Sellers should wait at least 24 hours to open the envelope to reduce the chance of infection.

Schedule item pick-up with enough time between buyers so they don't come in contact with each other.

Wash your hands after every transaction. Only use hand sanitizer if there is no dirt on your hands.

Be sure to postpone or cancel any sales if you feel unsafe or if you cannot follow our recommendations. Make sure another person can observe interactions from a safe distance.

Resources

[CDC: Prevent Getting Sick](#)

Youth Sports

At this time, the Department of Health Services (DHS) recommends that all youth sporting events planned for this spring and summer be postponed or canceled due to the spread of COVID-19. Until we meet the benchmarks established in the Badger Bounce Back plan, it is not safe to bring together groups of youth and coaches for practice or to host sporting events. You can track the state's progress on these benchmarks on the [DHS COVID-19 Response website](#).

DHS recommends that individuals avoid all public and private gatherings of any number of people that are not part of a single household or living unit. This applies to events like youth sporting events and team practice. We will re-evaluate this recommendation on in-person public events once Wisconsin has seen progress in the "gating criteria," including a sustained downward trend in COVID-19 cases, and the ability of hospitals and health systems to treat all patients. This is a rapidly changing and evolving situation, but it is unlikely that any large gatherings would be recommended throughout the summer.

Youth sporting events present unique challenges, as successful events typically bring in large numbers of teams and families from a wide geographic area, and many require regular interactions between team members and opposing teams. In addition, communal areas like vendor stalls, shelters, and bathrooms at such events makes it especially challenging to accommodate necessary physical distancing and sanitation recommendations during this time.

DHS understands that there are many positive benefits from participating in youth sports, and that children and families look forward to attending sporting events in the spring and summer. A child and their family can still acquire some of the same benefits of being physically active by going for a family walk, bike ride, or other physical activities that follow safe social distancing guidelines.

Actions to Take

Stay informed about local COVID-19 information and updates. We recommend checking the website or social media of your local health department and [the Department of Health Services website](#) for the most updated information.

Close all sporting facilities and fields, and limit services to only needed maintenance and upkeep. Post relevant signage indicating limitations on use.

Coaches can:

Consider ways to provide practice virtually or guiding individual practice by providing at-home training instructions.

Host virtual team calls or send out team emails to keep the team members connected, provide support and encouragement, and offer tips to stay in shape and practice skills.

Once it is safe to start holding youth sporting events again, you should coordinate with local public health departments, families, and other community members to ensure that any sporting event meets all expectations and requirements for social distancing or other public health protections.

Resources:

[CDC Considerations for Youth Sports](#)

[CDC Recreational Facility Guidance](#)

[Return to Play: COVID-19 Risk Assessment Tool](#)

[U.S. Olympic and Paralympic Committee \(USOPC\) guidance on Sports and Events](#)

[Coronavirus & Youth Sports Project Play Resources](#)

Last Revised: May 28, 2020

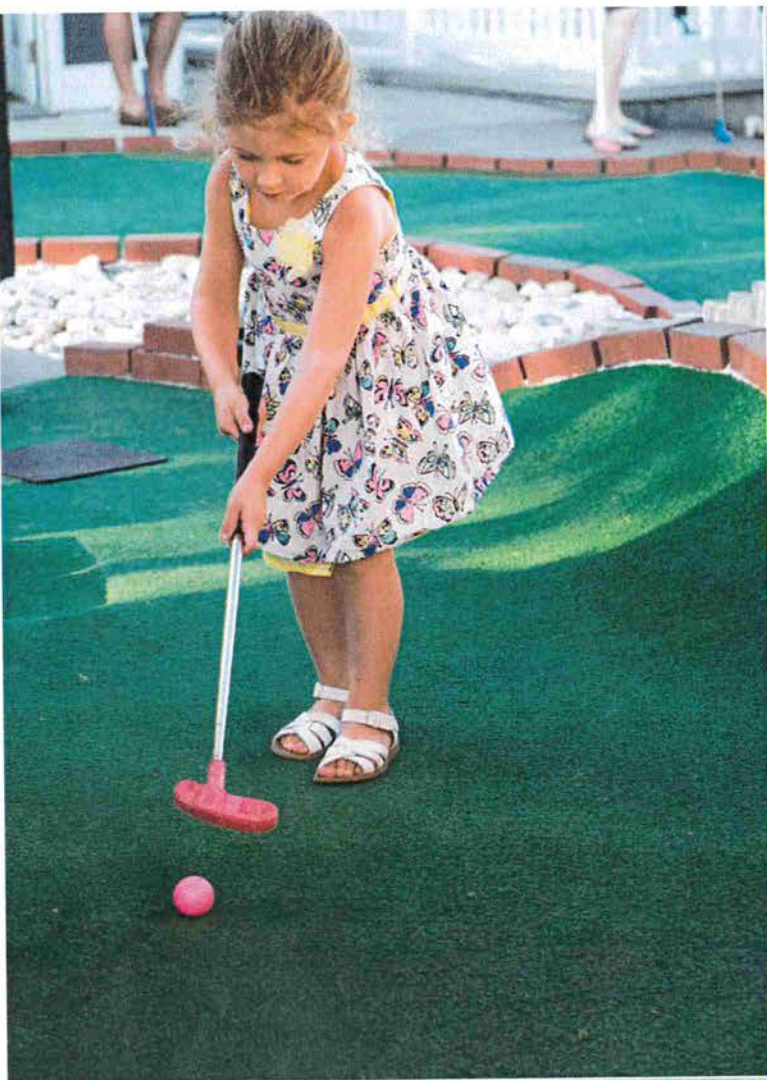
i RESPONSE RESOURCES FOR WISCONSINITES — www.dhs.wisconsin.gov/covid-19/help.htm

WISCONSIN

GUIDANCE ON PREPARING WORKPLACES FOR COVID-19



ENTERTAINMENT AND AMUSEMENT



The entertainment and amusement sector includes a diverse array of businesses dedicated to bringing people together. The sector encompasses more than 4,000 businesses and 65,000 employees dedicated to providing meaningful social interactions among Wisconsin residents and visitors. However, almost all of these businesses have been shuttered completely to prevent the spread of COVID-19. This industry is important for social connections and fosters a sense of celebration and togetherness among residents, but the communal nature of these facilities makes it especially challenging to accommodate necessary social distancing and sanitation during this time. This document is intended to provide guidance for businesses looking to take steps to allow their businesses to reopen as soon as it is safe to do so.

This guide includes instructions for entertainment and amusement venues that cater to groups of people in indoor or outdoor settings, including but is not limited to theaters, amusement parks, waterparks, arcades, trampoline parks, sports simulator/practice facilities, bowling alleys and related establishments.

In addition, please see the **"General Guidance for All Businesses"** document for guidance that applies to all industries, and please consult the other available industry guides as relevant for your specific business type.

Keeping employees and customers safe is the number-one priority for all businesses. This resource provides guidelines for protecting both of these groups. Businesses are expected to be proactive about compliance with rules and take definitive action to enforce the rules. It is not sufficient to post signage requesting that guests maintain distancing or to anticipate that staff will be able to manage customer interactions in real time (e.g., by directing guests verbally to separated facilities or wiping down surfaces as guests approach).

Recommendations for Entertainment and Amusement

Entertainment and amusement businesses face unique challenges, as successful business operations typically require daily interaction with a large number of people. The following minimum requirements apply to businesses in this category that are planning to reopen.

Employee health and hygiene

- ▶ Employees who have a fever or other symptoms of COVID-19 will not be allowed to work.
- ▶ Maintain an adequate supply of paper goods, soap and hand sanitizer to allow proper hand hygiene among employees and customers.
- ▶ Provide tissues for proper cough/sneeze etiquette and no-touch disposal receptacles.
- ▶ Emphasize effective hand hygiene, including washing hands with soap and water for at least 20 seconds, especially before preparing or eating food; after using the bathroom; and after blowing your nose, coughing or sneezing.
- ▶ Wear single-use disposable gloves when performing cleaning and disinfection/sanitizing duties.

- ▶ Ensure first aid and lifeguard staff have proper personal protective equipment (PPE) to wear for first aid and rescues. (Visit the American [Red Cross](#) website for advice about safer first aid, CPR and lifeguarding.)

Clean and disinfect

- ▶ Single-use gloves should be worn.
- ▶ Rides or amusements that cannot be sanitized between uses (for example, play equipment in common areas) should be closed.
- ▶ High-contact areas such as doorknobs, buttons, counters, armrests, bleachers and stair rails should be cleaned frequently, or after each user if feasible.



PROTECT



WASH OFTEN



DISINFECT



CAUTION



- ▶ Bathrooms, locker rooms and shower rooms should be cleaned and sanitized frequently.
- ▶ Sanitizing wipes should be discarded after each use or when visibly soiled. Use one wipe per item/area.
- ▶ Guest touch locations such as kiosks, interactive displays and video/arcade games should have sanitizing wipes provided nearby.
- ▶ Attractions utilizing shared equipment (e.g., controls/handles, harnesses, helmets, shoes, balls, tables, seats) should be sanitized between uses.
- ▶ All cloth materials should be washed at the highest possible heat setting and dried thoroughly.
- ▶ Follow restaurant guidelines for food service areas.
- ▶ At swimming pools and waterparks, staff must monitor table and chair usage and sanitize chair and table surfaces between patrons.
- ▶ Lifeguards must not be assigned to additional duties.
- ▶ Sanitize surfaces using an [U.S. Environmental Protection Agency-registered disinfectant](#) or a bleach solution. Prepare a bleach solution by mixing:
 - ▶ 5 tablespoons (one-third of a cup) bleach per gallon of water for non-food contact surfaces.
 - ▶ 1 teaspoon bleach per gallon of water for food contact surfaces.
 - ▶ *Do not mix* bleach and ammonia-based chemical solutions.

Face masks and cloth face coverings

- ▶ Employers should recommend that employees wear face masks or cloth face coverings when social distancing is not feasible in the work environment. They may also recommend usage of face masks or cloth face coverings for public-facing activities.

- ▶ Ensure your employees are wearing face coverings properly. The U.S. Centers for Disease Control and Prevention (CDC) provides guidance on how to properly wear a face covering and offers [tutorials for how to make one](#).
- ▶ If customers will not be able to stay six feet away from others, recommend that they bring their own face mask or covering. Provide face masks for customers to use at your facility if they did not bring one, and provide adequate trash receptacles for disposing of used masks. Considerations should be made for individuals who are unable or unwilling to wear a mask or cloth face cover.

Business operations

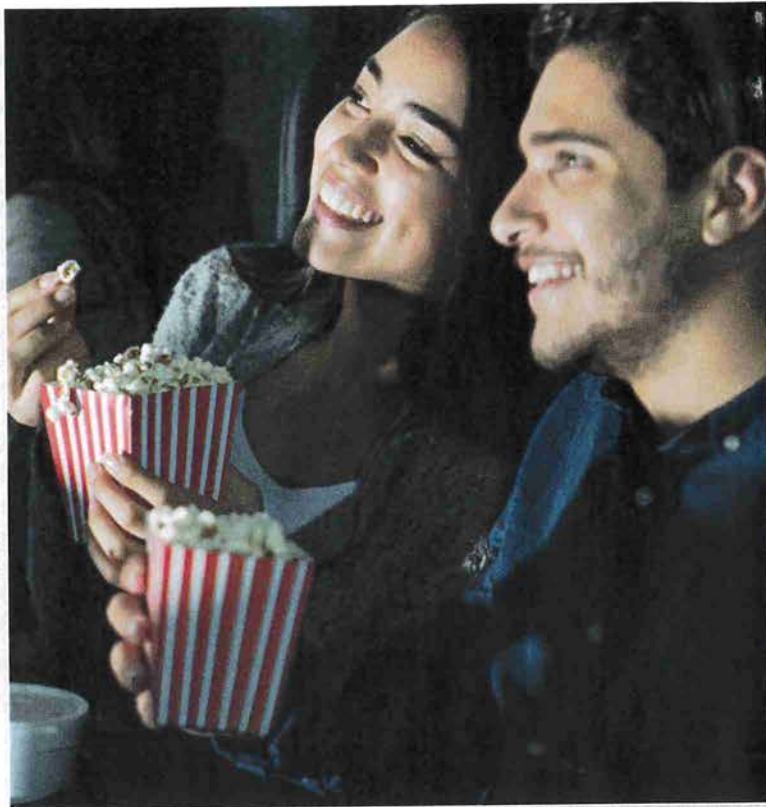
- ▶ Ensure that you have an adequate supply of single-use paper towels, utensils, PPE (masks, if available and single-use gloves) and soap/sanitizer on hand to ensure employees are able to follow best practices. Enforce use of these items when interacting with customers unless otherwise specified in the guidelines.
- ▶ Encourage staff to avoid sharing work tools and equipment (such as desks and phones) if possible. If it is necessary to share, sanitize the tool/equipment before and after each use.
- ▶ Provide employees with training on new processes and procedures.
- ▶ Consider creating alternating work teams where possible, to ensure that should some staff become infected, you will have adequate staff to maintain operations while following isolation/quarantine guidelines for any team members who worked with infected persons.

Customer health and safety

- ▶ Customer capacity should be reduced to ensure adequate social distancing if at all possible.
- ▶ Customers should be denied entry once the maximum capacity for safe social distancing has been reached. Offer to notify waiting customers via text message when space becomes available.
- ▶ Eliminate unnecessary physical contact between staff and visitors, and maintain social distancing with a six-foot distance between individuals whenever possible.
- ▶ Install stickers or arrows on the floor/ground, directing customer traffic patterns to minimize interactions, and maintain a six-foot distance between customers at queuing areas such as cashier stations or loading areas.
- ▶ For businesses that require queuing, consider using a digital tool/platform to allow guests to reserve times, and thus minimize on-site lines. Space out appointment intervals to accommodate additional cleaning and sanitizing of equipment between users.
- ▶ Consider use of physical barriers between adjacent areas such as bowling lanes, driving range tees or queuing areas.
- ▶ Amusements with seating should maintain a minimum of six feet between household groups. Non-compliant benches, booths, seats and machines should be physically marked with tape or barriers to prevent use.
- ▶ Theater seating should provide at least two empty seats between household groups. The maximum household group size allowed should be six people. Offer cashless and contactless transactions whenever possible.
- ▶ When exchanging paper and coin money, do not touch your face afterward. Ask customers to place cash on the counter rather than directly into your hand. Place money on the counter (not in hand) when providing change back to customers. Clean the counter between each customer at checkout.
- ▶ Consider adding clear plastic barrier protection at the cashier or entrance desk with a pass-through opening to exchange items as necessary. Registration and/or cashier desks must be six feet apart.
- ▶ At swimming pools and waterparks, attendants must ensure that tables and chairs maintain adequate distance and that group size does not exceed 10 people.
- ▶ Lifeguards must not be assigned to additional duties.

Additional customer protections

- ▶ Post signage at entrances to facilities letting customers know about changes to your policies and reminding individuals experiencing COVID-like symptoms to stay at home.
- ▶ Install sanitizing stations (with at least 60% alcohol if hand sanitizer is provided) at the entrance to your facility and at key locations throughout the facility where customers are likely to contact shared equipment. Encourage customers to use them.



- ▶ Remove all unnecessary touchpoints, especially those that cannot be sanitized between uses. Examples include the use of pens to sign receipts (cashless and contactless transactions are recommended), benches, interactive displays, drinking fountains, photo props or shared equipment.
- ▶ No reusable items (e.g., theater popcorn boxes, refillable drink containers) should be allowed.
- ▶ Utilize disposable instead of reusable items whenever possible.
- ▶ Provide adequate trash receptacles and increase removal frequency to accommodate additional waste.
- ▶ Continue offering virtual experiences and curbside pickup of physical goods to accommodate all customers if possible.
- ▶ Discourage customers from touching other participants' equipment (e.g., retrieving other customer's stray ball).
- ▶ Equipment should be secured and provided to guests upon request. No shared equipment (e.g., tubes, balls, toys) should be used.

Programmed event guidelines

- ▶ Programmed events should be limited to 10 persons at a time in any given space, expanding to 50 people in Phase 2 of the Badger Bounce Back plan.
- ▶ Where possible, event attendance should be staggered to minimize overlap and reduce density of participants.
- ▶ Consider designating alternate offerings for at-risk populations.
- ▶ Gatherings should be invitation-only or include a process to collect participant lists, in case contact tracing becomes necessary.

Specific considerations for swimming pools and water attractions

- ▶ Follow the general guidance above and CDC guidance for swimming pools and water attractions when posted at [CDC Healthy Swimming](#).
- ▶ Each licensed public pool or water attraction facility must develop and follow a safety plan that includes enhanced cleaning and sanitizing of surfaces, employee health and hygiene, and ensuring that the pool or water attraction is properly operated with appropriate disinfectant levels.
- ▶ Each licensed facility must have a designated person on site to ensure that guidelines and regulations are followed. A facility may appoint an attendant or other staff member to perform these duties, as long as the facility is otherwise properly staffed. **A lifeguard, while serving as a lifeguard, may not perform duties of the attendant** or be given additional duties that distract from the responsibilities of lifeguarding.
- ▶ For any pool, adequate disinfection will inactivate coronavirus, so careful attention must be paid to ensure that the pool has adequate disinfectant, proper ORP values in pools where that value is measured, and proper recirculation.
- ▶ The usual [CDC protocol for fecal accidents](#) must be followed.

Low-use pools (condo, apartment, homeowner association, hotel/motel)

- ▶ The maximum number of patrons allowed in an enclosure must be based on the consideration that patrons may travel between the deck and the basin. Pool capacity must be reduced to half of the normal maximum patron load to allow for six feet of space (a six-foot radius, or 144 square feet) for each patron (except for family groups) in the pool and on the deck at all times. Occupancy of the enclosure will be limited to the number of patrons allowed in the pool basin, as patrons are expected to move into and out of the water, and will need adequate space to do so given limited deck space.
- ▶ For whirlpools, measure the whirlpool and ensure six feet of distance and enforce this. This means a whirlpool may potentially need to be limited to one person using it at a time.
- ▶ Low-use pools may want to consider a reservation system to control access. For example, a family could reserve the pool for half an hour at a time, depending on demand.

Competition pools or pool areas used for lap swimming (with lanes seven to eight feet wide)

- ▶ One patron per lane at a time is allowable for lap swimming or competition. Patrons are expected to swim in the middle of the lane to allow for maximum distance between heads (approximately seven feet).

Wading pools and splash pads

- ▶ Wading pools and splash pads must be staffed by an attendant who is on site to monitor use.
- ▶ Maintain six feet of distance between people not from the same household group.
- ▶ Travel routes through a splash pad must allow for six feet of distance, so patrons should be encouraged to take turns moving through the splash pad.

Municipal pools, fitness centers, school pools and all pools at waterparks

- ▶ There must be an adequate number of attendants on hand to ensure proper distancing and **limit group sizes to 10 people or families**.

Leisure rivers

- ▶ Traffic in the river must allow for six feet of distancing between riders who are not members of the same family.

Slides

- ▶ Timing of sending riders down the slide must allow for only one person to be in the plunge basin at a time.
- ▶ Wave pools and other rides that involve water moving patrons in a manner that may cause unavoidable close contact between patrons
- ▶ Patron load must always be restricted to ensure adequate spacing during the activity.

Swimming lessons

- ▶ Follow "[Learn to Swim](#)" [guidance from the American Red Cross](#). This is likely to mean that only lessons for more advanced swimmers or parent-child lessons will be allowable initially, in order to avoid close contact of non-family members.



WISCONSIN DEPARTMENT
of HEALTH SERVICES



IN PARTNERSHIP WITH WISCONSIN'S REGIONAL ECONOMIC DEVELOPMENT ORGANIZATIONS:

7 Rivers Alliance
Centergy
Madison Region
Economic Partnership
Milwaukee 7

Momentum West
Prosperity Southwest
Grow North
The New North
Visions Northwest



Division of Food and Recreational Safety

May 21, 2020

Guidelines for Reopening Pools and Water Attractions

According to the Centers for Disease Control and Prevention (CDC), there is no evidence that the virus that causes COVID-19 can spread through water. However, as pools often welcome groups of people, it's important that everyone follow social distancing practices, and that pool operators ensure proper pool operation, and spacing and cleaning/sanitizing of deck furniture. Below are recommendations and advice for the following:

- General public
- Pool operators
- Various types of public pools and water attractions

Recommendations for General Public

- Swimmers should follow the aquatic facility's rules for social distancing and personal hygiene.
- Stay home when you are sick, especially with these symptoms: vomiting, diarrhea, or any COVID-19-related symptoms.

Recommendations for Pool Operators

Reminder: Public pools and water attractions must follow any local public health orders that would prohibit them from operating.

- Follow the general guidance above and CDC guidance for swimming pools and water attractions.

- Each licensed public pool or water attraction facility should develop and follow a safety plan that describes enhanced cleaning and sanitizing of surfaces, employee health and hygiene requirements, and procedures for ensuring that the pool or water attraction is properly operating, including the maintenance of appropriate disinfectant levels.
- Shower rooms and toilets rooms should be frequently cleaned and sanitized.
- It is recommended that the drinking fountain not be used and that patrons be provided with bottled water.
- Each licensed facility should have someone on property to ensure that guidelines and regulations are followed. A facility may appoint an attendant or other staff member to perform these duties, as long as the facility is otherwise properly staffed. **A lifeguard, while serving as a lifeguard, may not perform duties of the attendant, such as monitoring social distancing.**
- For any pool, adequate disinfection will inactivate coronavirus, so careful attention must be paid to ensure that the pool has adequate disinfectant, proper ORP values in pools where that value is measured, and proper recirculation.
- Consider extra spacing for deck furniture.



- Frequently clean and sanitize deck furniture (e.g., between users).
- Install hand washing or sanitizing stations (at least 60% alcohol) at the entrance to your facility, and at key locations throughout the facility where customers are likely to contact shared equipment. Encourage customers to use them.
- For any pool, proper recirculation will help to ensure that water is properly filtered. Frequently ensure that recirculation is adequate, and monitor disinfectant levels to ensure that the water has adequate disinfectant.
- The usual CDC protocol for fecal accidents must be followed for fecal accidents.
- For facilities with lifeguards, ensure first aid and lifeguard staff have proper personal protective equipment (PPE) for first aid and rescues. Visit American Red Cross for more.
- Do not let any employee (including yourself) who is exhibiting or has recently exhibited COVID-19 symptoms, or is taking any medication that suppresses symptoms, come to work for at least 72 hours after symptoms subside in the absence of the suppressant medication, or they have been cleared by a medical professional.
 - CDC offers tips for identifying COVID-19 symptoms
 - Employees who are well but have a family member sick with COVID-19 should notify their employer and refer to CDC guidance for how to conduct a risk assessment of their potential exposure.

Recommendations for Various Types of Public Pools & Water Attractions

Low use pools (condo, apartment, homeowner association, hotel/motel)

- The number of patrons in the enclosure should be based on the consideration that patrons may travel between the deck and into the basin. Pool capacity should be limited to allow for 6 feet of space for each patron at all times in the pool and on the deck (except for family groups).
- For whirlpools, it is recommended to measure the whirlpool and ensure social distancing of 6 feet. This may limit the whirlpool to one person.
- For low-use pools, consider using a reservation system to control access. One example is a family could reserve the pool for a half hour or more, depending on demand.
- It is recommended that exercise classes maintain 6 feet distance between participants.

Wading pools and splash pads

- Wading pools and splash pads should be staffed by an on-site attendant to monitor use.
- Travel through splash pad should allow for 6 feet of social distancing. Patrons should be encouraged to take turns moving through the splash pad.

Municipal pools, fitness centers, school pools, pools at waterparks, and all water attractions

- There should be an adequate number of attendants to ensure 6 feet of distancing between patrons who are not part of the



Wisconsin Department of Agriculture, Trade and Consumer Protection
 Division of Food and Recreational Safety
 2811 Agriculture Dr., P.O. Box 8911, Madison, WI 53708
<https://www.datcp.wi.gov>

same family. Facilities should consider placing markings on the floor to help patrons know where to stand.

- Patrons not part of the same family should follow social distancing guidelines.
- Operators should calculate how many occupants may be in the pool area so that patrons who are not members of the same family have 6 feet of spacing between each other.
- It is recommended that exercise classes maintain 6 feet between participants.

Competition pools or pools designed for lap swimming (lanes are 7-8 feet wide)

- One patron per lane at a time is suggested for lap swimming or competition.
- Patrons are expected to swim in the middle of the lane to allow for maximum distance between heads (approximately 7 feet).

Leisure rivers

- Traffic in the river must allow for 6 feet of distancing between riders who are not members of the same family.

Recommendations for slides

- Timing of sending riders down the slide must allow for only one person to be in the plunge basin at a time.

Wave pools and other rides with water moving patrons in a manner that has potential for close contact

- Patrons load should be restricted to ensure 6 feet of spacing between patrons at all times during the activity.

Recommendations for swimming lessons

- Follow American Red Cross Learn to Swim guidance. This could mean that only lessons for more advanced swimmers, or parent-child lessons, will initially be allowed in order to discourage close contact of non-family members.

More Resources

- CDC: Resources for Businesses and Employers
- OHSA: Guidance on Preparing Workplaces for COVID-19
- CDC: Healthy Swimming



Wisconsin Department of Agriculture, Trade and Consumer Protection
Division of Food and Recreational Safety
2811 Agriculture Dr., P.O. Box 8911, Madison, WI 53708
<https://www.datcp.wi.gov>

WAUSAU AND MARATHON COUNTY PARKS, RECREATION AND FORESTRY DEPARTMENT

05/26/2020

212 River Drive, Ste. 2, Wausau WI 54403 | Tel. 715-261-1550 | Fax 715-261-1565

ACTIVITY

Athletic Fields -

OPEN/CLOSED

Closed - Organized Sports Groups Open for General Use

CURRENT GUIDELINES

Closed because physical contact cannot be avoided and social distancing of 6 feet cannot be maintained, and proper disinfectant of hard surfaces cannot be cleaned between each use

Basketball Courts

Beaches

Boat Launches

Camping - Individual & Group Campsites

Closed

Open with guidelines

Open with guidelines

Open with guidelines

Closed to organized when a contract sport

Social distancing of 6 ft. or more from non-household members at all times

Social distancing - give others space to load and unload their boats, no guests on boat, no rafting up together

Limit campsites to members of a single household. Visiting other campsites is prohibited. No visitors allowed, maintain social distancing from non-household members. Wash and sanitize picnic tables before and after

using, wash and sanitize hands frequently.

Disc Golf

Open with guidelines

No more than four players to a tee. Social distancing of 6 ft. or more at all times.

If closed, do not use. If open utilize at own risk. Equipment is not disinfected. Crowds may exceed recommended guidance for gatherings, challenge to keep clean and disinfect,

Playgrounds

Closed - County

Open-City

virus can spread when children touch contaminated equipment and then touch their eyes, nose, mouth

Pickleball/Tennis Courts

Shooting Range

Skatepark

Shelters

Open with guidelines

Open with guidelines

Open with guidelines

Open for rental

Social distancing of 6 ft. between individuals, not people of same household, wash hands, cover coughs, not shake hands, clean high touch surfaces. No organized groups, lessons or practices. Limit of 2 players per court. Team sports prohibited, only single play allowed. Park Dept not responsible for disinfecting surfaces.

Social distancing of 6 ft. or more from non-household members at all times.

Social distancing of 6 ft. or more from non-household members at all times.

Practice physical distancing and Protective measures, including the following: Mo Maintaining physical

distancing of six (6) feet between people not residing in a single living unit or household; Washing hands with soap and water for at least 20 seconds as frequently as possible or using hand sanitizer; Covering coughs or sneezes (into the sleeve or elbow, not hands); regularly clean high-touch surfaces, not shaking hands,

use of mask or cloth face covering when physical distancing is impractical, limiting travel to reduce the

potential for virus transmission, Following all other public health recommendations issued by the State of Wisconsin

Department of Health Services, Marathon County Health Department, and the U.S. Center for Disease Control and

Prevention, stay home if you are sick and seek appropriate medical care

Showers

Restrooms

Tennis Lessons

Closed

Some open/some closed

Cancelled

Will be decided at June 1 City Park

and Recreation Committee meeting

Cancelled

Pools/Splashpad

Swimming Lessons

Large gathering are not recommended. Most events are cancelled. Shelter information would be given to any event organizer

Events

Mass Gatherings:*

- Individuals - avoid situations where you are unable to exercise appropriate physical distancing with non-household members.

- Businesses, Non-Profits, and other Entities - reduce capacity and modify physical spaces to ensure adequate physical distancing for customers and staff.

RESOLUTION OF THE PUBLIC HEALTH & SAFETY COMMITTEE

To open up to three (3) City of Wausau public pools beginning July 1, 2020.

Committee Action: Failed 1-4

Fiscal Impact:

File Number: 20-0613

Date Introduced: June 9, 2020

FISCAL IMPACT SUMMARY

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

RESOLUTION

WHEREAS, following invalidation of the Safer-at-Home Order by the Wisconsin Supreme Court on May 13, 2020, the Health Officer of Marathon County signed Marathon County Covid-19 Order #1 on May 14, 2020, pursuant to Wis. Stat. §252.03(1) & (2), recommending practices for individuals and families, businesses, non-profits and other entities, and mass gatherings, including physical distancing, reduced capacity, limited travel and implementing hygienic strategies and practices, and further recommending following the public health guidelines of U.S. Centers for Disease Control (“CDC”), State of Wisconsin Department of Health Services (“WDHS”), Wisconsin Economic Development Corporation (WEDC”), and the local Chamber of Commerce (which current recommendations appear below); and

WHEREAS, your Parks and Recreation Committee met on June 1, 2020, and voted to recommend opening two of the City’s three swimming pools with staff to decide which two pools and requested that the Public Health and Safety Committee hold a special meeting the same week to also make a recommendation to City Council; further, it voted to recommend opening sports fields and direct staff to work with the sports teams that use them; and finally, it voted to recommend that the CDC guidelines be followed with respect to playground facilities, and post signs indicating the facilities closed; and

WHEREAS, your Public Health & Safety Committee met on June 5, 2020, and voted on a motion to recommend opening up to three (3) City of Wausau public pools beginning July 1, 2020, which failed to pass the committee by a vote of 1-4; and,

WHEREAS, the CDC has provided Guidance for Administrators in Parks and Recreational Facilities, guidance for Visiting Parks and Recreational Facilities, and Considerations for Public Pools, Hot Tubs, and Water Playgrounds During COVID-19; and recommends the following:

- Decisions implementing these considerations be made locally, in collaboration with local health officials and be informed by what is feasible, practical and acceptable
- Public aquatic venues can consider different strategies to encourage healthy hygiene
- Keep swimming pools properly cleaned and disinfected
- Display posters and signs throughout parks to frequently remind visitors to take steps to prevent the spread of COVID-19
- Maintain restrooms that remain open
- Postpone or cancel organized activities and sports during times in which individuals are encouraged to practice social distancing and until local public health officials have coordinated with organizers to determine if/when it is safe to participate in such activities (basketball, baseball, soccer, and football)
- Do not use playgrounds, including water playgrounds, located within local, state, or national parks
- Don't participate in organized activities or sports; and,

WHEREAS, WDHS, recommends avoiding close contact and practicing physical distancing, practicing good hand hygiene, and does not advise large gatherings, and recommends not engaging in public or private gatherings of people that are not part of a single household or living unit and observes “[t]his recommendation will change as the state progresses through the different phases of Wisconsin’s roadmap outlining public health principles to decrease COVID-19 cases and death;” and further, recommends that all youth sporting events planned for this spring and summer be postponed or canceled due to the spread of COVID-19 “[u]ntil the benchmarks established in the Badger Bounce Back plan are met, it is not safe to bring together groups of youth and coaches for practice or to host sporting events;” and,

WHEREAS, the WEDC’s Guidance on Preparing Workplaces for COVID-19, Entertainment and Amusement, addresses employee health and hygiene, and,

- At swimming pools and waterparks, staff must monitor table and chair usage and sanitize chair and table surfaces between patrons
- Lifeguards must not be assigned to additional duties
- Surfaces must be sanitized using an U.S. Environmental Protection Agency-registered disinfectant or a bleach solution
- There must be an adequate number of attendants on hand to ensure proper distancing and limit group sizes to 10 people or families
- It is likely that only lessons for more advanced swimmers or parent-child lessons will be allowable initially, in order to avoid close contact of non-family members; and,

WHEREAS, the Wisconsin Department of Agriculture, Trade and Consumer Protection, Division of Food and Recreational Safety, Guidelines for Reopening Pools and Water Attractions recommends:

- Pool operators follow the general guidance of any local public health order that would prohibit them from operating, as well as CDC guidance for swimming pools and water attractions

- Each licensed public pool should develop and follow a safety plan that describes enhanced cleaning and sanitizing of surfaces, employee health and hygiene requirements, and procedures for ensuring that the pool or water attraction is properly operating, including the maintenance of appropriate disinfectant levels
- Shower rooms and toilets rooms should be frequently cleaned and sanitized
- Drinking fountains not be used and that patrons be provided with bottled water
- Each licensed facility should have someone on property to ensure that guidelines and regulations are followed; a lifeguard, while serving as a lifeguard, may not perform duties of the attendant, such as monitoring social distancing
- Space and frequently clean and sanitize deck furniture
- Install hand washing or sanitizing stations at the entrance and at key locations throughout the facility
- Adequate disinfection of pool and proper recirculation; and,

WHEREAS, there is currently no enforceable state, county or local order in effect applicable to these matters.

NOW THEREFORE, BE IT RESOLVED, by the Common Council, to open up to three (3) City of Wausau public pools beginning July 1, 2020.

Approved:

Katie Rosenberg, Mayor

SPECIAL PUBLIC HEALTH & SAFETY COMMITTEE

Date and Time: Thursday, June 4, 2020, at 4:00 pm, (Council Chambers)

Members Present: Rasmussen (C), Herbst, Peckham, Wadinski, and McElhaney

Others Present: Alfonso, Kremer, Rosenberg, Polley, Groat, Polley, Ryan, Dale Grosskurth, Rebecca Mroczenski

Discussion and possible action on opening Wausau's public pools on July 1.

Rasmussen explained that this committee is tasked with looking at the opening of pools from a health and safety perspective. The recommendation from the CDC was that the pools stay closed. This committee will weigh in and the Council will have two perspectives to review to make a decision. You have the minutes from the Park and Rec Committee meeting in your packet. The Park and Rec Committee received a lot of public comment on this issue. It is a mixed bag of concerns. Different Alderpersons are receiving different requests and feedback from residents depending upon location in the City.

Rasmussen asked Jamie Polley, Parks Director, to speak about what the pool opening plan would look like. Polley spoke about the Park and Rec Committee's request to put a plan together on what pools opening would look like. Polley advised that she presented to the Parks and Rec on Monday and with their desire to now open only two pools, some modifications to the original plan were necessary. A decision on which two pools to open has not been made yet.

Polley discussed that some of the plans for opening safely include reducing hours by one hour each day. Hours would be 11-7 on weekends and 1-7 on weekdays. There would be eight guards on deck; four guards would be tasked with solely enforcing social distancing, one guard for admittance and one guard strictly for cleaning. She stated although this will assist us, no matter how many staff we place, we will have difficulty with maintaining social distancing. She indicated the staff may receive a lot of pushback from residents in the pool. The capacities will be reduced to one third and social distancing markings placed at the front gate and on the slide. Signage would be placed for recognizing symptoms, social distancing capacity, disinfecting activities and any new rules necessary.

Polley indicated they are working on a plan for reducing cash transactions. She noted Weston is going to registration system, but we do not have that option in Wausau. Masks required for staff not in guard chairs. Patron amenities would be reduced by reducing lounge chairs by 50% on the deck, try to tape off 6 ft. sections to enforce social distancing. The changing areas of locker rooms will be closed and only have restroom facility open, so people come dressed to swim and not change at the pool. Personal life jackets and goggles would be allowed and we would not provide life jackets as we have in the past.

Polley stated staff would not allow staff to congregate in staff room and would put things in place to keep staff separated. There will be staff training on all guidelines of CDC. She recommended not allowing agency and daycare groups to come in because it is harder to manage large child groups. She also recommended no free days this summer to keep attendance down. We have never reached capacity but the daytime capacity from past years would exceed what we could allow this year under social distancing guidelines. She indicated they will still offer scholarships to people who could not afford to pay to use the pool.

Polley stated if they were to open two of the three pools there is currently just enough staff, but she did not think there was enough staff to open three. If recommendation is to open all three, they would try to recruit extra staff.

Rasmussen felt that opening three would help to spread people out and control social distancing better. She indicated feedback from the public who favor opening, is to open all three and the reverse is true for people who feel they should keep closed. Polley reiterated they likely could get a couple extra people so they could staff all three if that is the decision.

Rasmussen said we could monitor attendance and close one pool with low capacity to free up staff for the other pools if we find that to be efficient. Rasmussen further explained that we are trying to make a decision for what is best for the health of our community. She felt they should take a cautious approach, but also didn't want to be so overly cautious by regulating something that isn't as big a risk as first thought.

Rasmussen question if Polley believed they can offer a safe swimming experience for the public or if she feels it is too risky. Polley explained that she has a hard time answering this because the CDC states that children can be carriers of COVID without showing symptoms and she fears the social distancing will be very difficult to handle. Polley stated that she feels we have the staff to provide the best experience we can.

Rasmussen asked Dale Grosskurth, of Marathon County Health Department, to come forward to speak. Grosskurth indicated he was present along with Becky Mroczenski, Epidemiologist, to help answer questions.

Rasmussen commented the CDC recommends we be at a higher benchmark before opening a public pool. She questioned whether we would be at the set benchmark to open a pool if we were going to use the Badger Bounce Back plan benchmarks to make this decision. Grosskurth said we can't say where we are locally as data on Bounce Back plan is a county metric. He stated the CDC guidance is advising against opening pools. He reiterated, as Polley explained, social distancing standards are the highest risk to manage. He commented we are getting close to doubling our positive cases of COVID in the county, but still have quite low numbers when compared to other communities. Grosskurth stated it is quite hard to predict what COVID numbers will be in a few weeks or a month. The incubation period can take up to 14 days to show up so it is very difficult to make these types of decisions like opening a pool. The biggest issue is that children may be at low risk, but are carriers of the disease, and after leaving the pool these kids will be visiting grandparents, etc. that are in the high risk population for COVID.

Grosskurth felt following CDC and Health Department guidelines are the best guidance we can follow to do our best to mitigate the risk. He advised against opening pools to be on the side of caution, but if a pool is opened, they wouldn't shut down the pool because they do not have the authority to enforce that.

Rasmussen pointed out that some people will be reluctant to come to the pool, so that will keep numbers down. She hoped that if contact tracing showed increase in cases came from our facility, we would agree to close immediately.

Rasmussen stated yesterday Channel 9 reported that we are demanding masks for all people who visit the pool. She clarified that was incorrectly reported and the committee had not discussed that at all. She wanted to set the record straight on that so the public is aware that we are not requiring masks for the public if the pools open.

Polley noted if we were to open all three pools with the modified staffing from July 1 – August 9 there would be a budget shortfall of \$15,000. If we only open two pools, we would not have to ask for additional funds. We would keep one pool open one week longer and would still have enough in the budget for that if only two of the pools open.

Deb Ryan came forward with public comment. Discussed that she is a regular user of the warm pool. The old pool capacity was 250. The number allowed now is 10 in the whole warm pool. At the YMCA, they are only allowing swimming by reservation and there is a time limit. She was concerned about distancing for children and thinks it will be very difficult to maintain. Rasmussen questioned what Ryan is hearing in her district. Ryan indicated she only heard from one resident and the request was not to open.

Rasmussen said that her district input is primarily to keep pools closed, and if the pools open, residents will stay home. She asked committee to comment on their districts. Pat Peckham stated most of the comments that came to him were against the closure of pools. He stated at Parks & Rec Committee meeting Polley and her staff came with a plan to manage the risks of transmission. He stated that having a plan made him think that we could open in a safe way. Peckham commented he received an email today that we shouldn't decide on basis of fear. He explained that he is not deciding on fear, but felt with the plan we have in place, we could open safely.

Jim Tipple, 314 Gerald's Court, came forward with public comment. He suggested limiting pools to City of Wausau residents. He felt that it is also the responsibility of the parents, babysitters and community to keep social distancing standards in check, not just be the Parks department's responsibility. Tipple believed opening all three pools will help with social distancing, instead of downsizing to two pools.

McElhaney discussed that part of her reason for not wanting to open the pools is that she worries about people coming from other communities to use our pools. She worries about how kids are supposed to get to another pool if

the pool in their district is not one to be opened. She expressed concern of our young staff getting push back from the public. She questioned where they draw the line to say someone should leave when people don't or won't adhere to the social distancing rules. She felt we need to protect our staff as well as our residents.

Wadinski commented on what a great asset the pools are to the community. He also expressed concern on people pushing back on rules and how/if we are allowed to deal with these people who won't listen.

Dawn Herbst concerned with how we control who comes to the pool and how would we manage contact tracing if we had an outbreak because we wouldn't know where the people traveled from.

Epidemiologist Becky Mroczenski stated if we needed to do contact tracing due to an outbreak at pool, we would not be able to pick up asymptomatic individuals. If we could identify, the Parks Department would be notified.

Polley spoke about how to deal with uncooperative people coming to the pool. She did not believe lack of respect for social distancing rules will be present because the people visiting the pool will likely be people who are not as concerned about the virus and may be more likely to not want to follow social distancing rules. She indicated she needed to discuss with Chief Bliven and his staff about what their enforcement ability would be as there really isn't a law that you must social distance in any area.

Rasmussen explained that we need to discuss having social distancing as a "pool rule" and the pool management team should have the authority to put rules and enforcement in place without direct oversight of government body.

Polley discussed there would not be swim lessons offered due to too many obstacles with social distancing standards. Kids learning to swim spit out water, touch each other and the instructor, etc. and it would be too hard to maintain social distancing for instructors and kids. As staff, we do not feel we could offer lessons safely.

Polley explained that the committee did not recommend to allow only City residents use the pool because we offer the scholarship to all Wausau School District students and also checking residency takes extra time, which would cause a buildup of people waiting. Also, if restricting to residency and a child doesn't have proof, CIVMIC advice was that we should not turn away, so it would be very hard to restrict to only residents.

Peckham said that restricting to residents also creates issues with situations where parents drop a car load of kids off and leave and it is then found that some are not residents. That would create issues with what to do with those children. Peckham indicated he does not support restricting to residents only.

Motion by Peckham, second by McElhaney to open up to three pools as of July 1st with the plan that has presented by Polley.

McElhaney explained that she seconded the motion to get this issue to come before the Council, but it does not necessarily mean that she will vote yes at Council. She advised that as a nurse, she has big concerns with going against CDC guidelines. She indicated she also wants to gather more information from her residents over the weekend. Rasmussen agreed she would also be looking for more feedback before the Council meeting.

A vote on the motion was taken. Motion failed 1-4 with Peckham being the only one to vote in the affirmative.

Adjourn

Motion by Peckham, second by Herbst to adjourn the meeting. Motion carried unanimously. Meeting adjourned at 5:07 p.m.

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

ORDINANCE OF THE PLAN COMMISSION

Rezoning 512 Franklin Street from TF-10, Two Flat Residential-10 Zoning District to NMU, Neighborhood Mixed Use Zoning District.

Committee Action: Approved 4-2

Fiscal Impact: None.

File Number: 20-0604

Date Introduced: June 9, 2020

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

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

Warrens 1st Addition Lot 3, Block 1, MORE COMMONLY KNOWN AS 512 FRANKLIN STREET

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

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

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

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

Adopted:

Approved:

Published:

Attest:

Approved:

Katie Rosenberg, Mayor

Attest:

Leslie M. Kremer, City Clerk

PLAN COMMISSION

Time and Date: The Plan Commission met on Wednesday, May 27, 2020, at 5:00 p.m. in the Common Council Chambers of Wausau City Hall.

Members Present: Mayor Katie Rosenberg, Eric Lindman, Patrick Peckham, Tom Neal, Bruce Bohlken, Andrew Brueggeman (arrived via WebEx at 5:10 p.m.)

Others Present: Brad Lenz, Brad Sippel, William Hebert, Melissa Engen, Tom Radenz, Gregg Schield, Jim Force, John Andrus, Krysta Salas, Barbara Force, Kurt Schubring, DeAnn Schubring, David Burke, Isaac Schield, Greg Zoromski

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 512 Franklin Street from TF-10, Two Flat Residential-10 Zoning District to NMU, Neighborhood Mixed Use Zoning District.

Gregg Schield, 507 McIndoe Street, said that he owns the house across the alley and is proposing an office for this space.

Jim Force, 515 Franklin Street, said that this is hard because you need to put personalities aside. Force said that he has been both close friends and neighbors with the petitioner. Force said that this is a pleasant neighborhood. The 600 block of McIndoe Street and Franklin Street form a lovely residential area. Force said that he would hate to see the integrity broken by having this proposal adopted. Once the property is rezoned, there is no guarantee what happens down the road. There are a number of services that could be located there that would not be compatible with the neighborhood. Force said that he would like the concerns to be taken into consideration.

John Andrus, 523 Franklin Street, said that he cannot see an office in a residential area and said that it will change the neighborhood and set a precedent. Andrus asked if clients would be seen, if traffic would increase and if signage would be put in the historic district.

Krysta Salas, 1236 Sumner Street, said that she currently owns the property. This use would fit the comprehensive plan, similar to the law office on Grant Street.

Andrew Brueggeman joined the meeting by WebEx at approximately 5:10 p.m.

Salas said that most vehicles use the alley. There has been some security issues where strange people would frighten guests. The daytime business would stop these issues. Salas said that she does not see this as setting a bad precedent. This will create a pleasing environment and will not be intrusive.

Barbara Force, 515 Franklin Street, said that this is the last solidly residential area. There needs to be a hardship or need for the rezoning and this will set the precedent. Force asked Schield why he couldn't operate the business out of his home. Schield replied that the SCC does not like that and he works with them. Force said that this will lessen the value. There are other areas of office space that can be used. If this is rezoned, it would not be looking at the long range plan. There is no need for the business in this neighborhood.

Kurt Schubring, 516 Franklin Street, said that he supports the petitioner, who has a well-maintained property and will be right across the alley and whose son will take over the business. Schubring said that by keeping the property residential, it will not keep problems away.

Jim Force asked if there will be handicap access. Schield confirmed this. Force asked what it would entail. Schield said that it is a requirement when working with Ameriprise. Schield added that

anyone could afford this \$90,000 property and he wants to make sure that it stays beautiful. This is the oldest building in the county. It would have the second sign on the street. Schield added that he could back away but he wants the building to be beautiful. The location is very convenient and he knows that it will be taken care of. Schield said that he typically has 5 clients visiting on Mondays and Wednesdays.

DeAnn Schubring, 516 Franklin Street, said that she would rather have a business next door than a resident that moves in and out every 6-8 weeks. Schubring said that she has felt threatened from dogs of renters. Schubring said that Schield will take care of the property and enhance the neighborhood.

Barbara Force asked if there would be an issue with spot zoning. Lenz said that the proposed zoning district is defined in the code as being compatible with residential uses.

David Burke, 520 Franklin Street, said that he has lived in his house for 38 years and there hasn't been any change to it. Burke said that he cannot think of a better neighbor and would look forward him as a buyer, but there is a concern of what would happen when he retires. There is hope that his son would take over. There is the concern for the future if they would move on.

Isaac Schield said that he is the son of the petitioner and intends on buying the building and business in the future and will continue the integrity of the neighborhood. Schield said that he supports the zoning request.

Mayor Rosenberg closed the public hearing.

Bohlken motioned to rezone 512 Franklin Street from TF-10, Two Flat Residential-10 Zoning District to NMU, Neighborhood Mixed Use Zoning District. Brueggeman seconded.

Neal said that there are compelling arguments on both sides. It is clear that the petitioner will take care of the property, but there are concerns for the future. Neal asked if there is a possibility to approve this request and have it revert back if the business leaves. Neal said that if there isn't the possibility, he would be against the request. Lenz answered that in previous instances legal counsel has cautioned against this sort of thing, so staff would not recommend it in this case – the ordinance should be followed as it's written.

Peckham said that he is normally a proponent of free enterprise, but has some misgivings. Peckham said that there will be 2-3 employees and asked how many parking spaces are available and where they are located. Schield said that the paved area has room for 5 parking spaces. Schield said that his son and two employees would park there. If it is known that there will be more visitors, staff would have the option to park at the house. Clients will be encouraged to use the alley parking, instead of the street.

The motion carried 4-2. Neal and Peckham voted against this item. It will go to Common Council on June 9, 2020.



STAFF REPORT

TO: City of Wausau Plan Commission

FROM: Brad Lenz, City Planner

DATE: March 12, 2020

GENERAL INFORMATION

APPLICANT: Gregory H. Schield

LOCATION: 512 Franklin Street

EXISTING ZONING: TF-10, Two Flat Residential

REQUESTED ZONING: NMU, Neighborhood Mixed Use

PURPOSE: To allow for a personal office (financial planning).

SIZE OF PARCEL: 0.17 acres

BACKGROUND

The proposed zoning map amendment consists of a single parcel that is currently under common ownership with the bed and breakfast across the street. The petitioners are looking to rezone the subject parcel for use as a financial planning office. The structure has most recently been used in conjunction with the bed and breakfast.

The proposed zoning of Neighborhood Mixed Use (NMU) would allow, by right, a personal or professional office. The proposed office would consist of approximately three employees working normal, daytime business hours. The business is expected to draw approximately 10 clients each week.

The zoning code defines personal or professional services as indoor service land uses where the primary function is the provision of services directly to an individual on a walk-in or on-appointment basis. Examples of such uses include establishments where customers make an appointment, such as professional services, insurance or financial services, realty offices, small scale by-appointment medical offices and clinics, veterinary clinics, barber shops, beauty shops, and related land uses including ancillary on site production of items used in the provision of such services.

STAFF COMMENTS

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 to the above criteria are as follows:

1. Section 23.01.03 of the code pertains to protecting the health, safety, morals, comfort, convenience, and general welfare of the public. The proposed amendment is not anticipated to negatively impact the public as the proposed zoning district is generally compatible with neighboring zoning districts. The zoning code states that the intent of the NMU district is to permit residential development and small-scale commercial uses that are compatible with adjacent residential uses and established neighborhood-level commercial corridors.
2. From a land use perspective, the comprehensive plan encourages a mix of land uses – ones that are not incompatible with each other. As noted above, the uses allowed in the NMU district are intended to be compatible with both residential and small-scale commercial uses.

The comprehensive plan is also supportive of preserving the historic fabric of the city. The subject property is located within the Andrew Warren historic district. To the extent that the proposed rezoning would facilitate the rehabbing and repurposing of the existing structure, the proposed zoning would be in keeping with this element of the comprehensive plan.

3. The intensity of uses allowed in the NMU district is similar to that of the existing TF-10 district. For example, residential development in the NMU is intended to occur at an

approximate density of 10 dwelling units per acre. This is the exact same density allowed through the existing TF-10 district.

As alluded to, however, an important distinction between the existing and proposed districts is that the NMU introduces small-scale commercial uses. Besides “personal and professional service” discussed above, the district also allows, by right, the following commercial uses: office; indoor sales or service; commercial animal boarding/daycare; bed and breakfast; and indoor maintenance service. Besides the types of uses allowed, the sizes of both the existing structure and parcel would limit the scale of commercial operations on the property, taking into account parking requirements, setbacks, and other zoning requirements.

A number of other commercial uses could potentially be allowed through a conditional use permit, such as artisan shops, physical activity studios, and commercial kitchens. The conditional uses would require subsequent review and approval by Plan Commission, whereas the permitted uses would not.

The block face on which the subject property sits (i.e., both sides of the 500 block of Franklin Street) is predominantly residential, except for the bed and breakfast across the street. The property at 529 Franklin was zoned Unified Development District (under the previous zoning code) to allow for a small office in an otherwise residential structure. Other blocks in the immediate area, particularly between 5th and 6th Streets, show a similar pattern of small-scale commercial mixed with residential, even though the commercial uses generally abut arterial streets, particularly 6th Street.

4. The zoning map amendment is being proposed by the property owner for a change in allowable uses on the property, rather than a need to “correct” the existing zoning map based on any of the factors 4a – 4d above.



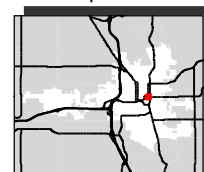
Map Date: February 28, 2020

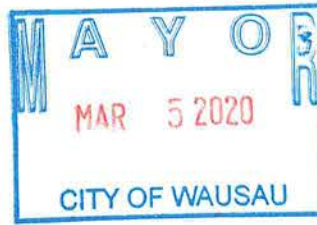
City of Wausau
Marathon County Wisconsin

0 50 100
Feet

 Area of Interest
 Building

Map Location





Krista M. Salas
Owner
511 Franklin Street
Wausau, WI 54403
715-842-5733

March 4, 2020

The Honorable Mayor, Robert B. Mielke
The City of Wausau
407 Grant Street
Wausau, Wisconsin 54403

Dear Mayor Mielke,

This letter is in reference to the Planning Division's official notice letter regarding the public hearing to be held on March 17, 2020 which will review the re-zoning request for the property of 512 Franklin Street located downtown Wausau.

In this letter I would like to document my full support for this re-zoning change and will provide you with the reasons for my support.

The applicant, Mr. Gregory H. Schield, is a neighbor whom I have known for over seven years. Over this time I have learned only good things about him and can attest to his excellent character. If you look at the home he resides in you will see that he is a neighbor that takes impeccable care to enhance the neighborhood with great respect to his property. It is my belief that he will ensure the re-zoned property will be an esthetically pleasing property which will enhance the property values of the surrounding neighborhood.

As the current owner of this property, it is my wish that it is turned over to a new owner that will care for it better than I have been able to do. Due to serious health issues I have been unable to provide this property with the care that it deserves. Once this re-zoning is approved, I truly believe that Greg will enhance the quality of this property in a very pleasing way which will only increase the home values in the area and will decrease public safety concerns.

In summary, I only see positives to this re-zoning change and cannot find any negatives. It is my belief that this re-zoning will only improve the efforts to further re-vitalize the entire downtown neighborhoods.

Sincerely yours,

Krista Salas

To the Plan Commission:

My name is James Force, and I and my wife have lived at 515 Franklin St. in Wausau since 1971.

The 500 block of Franklin St.—like the 500 block of McIndoe St.—forms a wonderful, peaceful connection between our downtown and the eastside, Warren District neighborhood. In nearly all cases, the blocks consist of family-owned residences, pleasant yards and gardens, and well-kept buildings.

We should keep it that way.

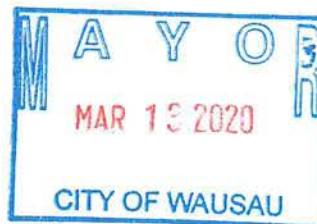
If the Commission approves re-zoning 512 Franklin St. to mixed use—allowing a business to occupy that building—it could well set a bad precedent. Other owners may seek a similar zoning change. The block could lose its residential character.

To be clear, both Krista Salas—the prospective seller—and Greg Shield—the prospective buyer—are good neighbors and close friends.

But this has nothing to do with personalities. It is a matter of the public good (the preservation of the residential character of the block) vs. short-term individual convenience and personal gain.

I urge you to reject this variance.


James M. Force
515 Franklin St.
Wausau, WI 54403
3-13-2020



May 18, 2020



From: James M. and Barbara Ann Force, 515 Franklin St., Wausau, WI 54403
To: The Mayor and Plan Commission

We write to express our complete opposition to the reclassification of the property at 512 Franklin St. to Neighborhood Mixed Use.

For over 100 years, the 500 block of Franklin St. has served as a pleasant, well-maintained residential gateway to the downtown area. Except for the Rosenberry Inn and the Rosebud House, all of the other 11 properties on his block are owner-occupied residences, central to the Andrew Warren Historic District.

Allowing a commercial business to occupy one of the parcels would not only break this seal, it would pave the way for future commercial development of the property beyond what Krista Salas and Greg Schield are proposing at this time.

According to Article II of the Wausau Zoning Ordinance, the Neighborhood Mixed Use category would allow by right the establishment of an office for personal or professional services, indoor sales and service, and animal boarding and daycare, among other uses. Article III of the Ordinance describes some of these service businesses as insurance or financial services, realty offices, small scale by-appointment medical offices and clinics, veterinary clinics, barber shops, and beauty shops.

In our opinion, these would not be compatible with the neighborhood.

We also note that zoning changes of this sort are usually driven by hardships facing those proposing the change. We see no hardships here; rather, we think the change would simply serve the convenience of the petitioners. There are other nearby locations – such as the Riverlife District—for mixed use development.

To be clear, Greg and Krista are friends and good neighbors. Our concern is the residential integrity of this block, and the future of 512 Franklin St. should they move on.

We urge you to deny this change



20 May 2020

Mayor Katie Rosenberg
407 Grant Street
Wausau, WI 54403

Dear Mayor Rosenberg,

This letter is in **support** of Greg Schield's petition to rezone the property of 512 Franklin Street. We reside at 516 Franklin Street which abuts the property in the petition immediately to its east.

Greg and his family are good neighbors with a respect and concern for their neighbors and their neighbors' respective properties that is readily apparent. Their own buildings and grounds at their residence are well maintained and pleasing to the eye and we have no doubt that this care and pride in their home will carry over the alley to the 512 property.

We know there is concern with what this change may bring in the future, however, even with no change to the zoning there is no guarantee that a future residential owner will not make changes or exhibit behaviors that we deem uncharacteristic of the neighborhood, if not outright detrimental.

In speaking with Greg he has stated that they want to maintain the character of this, their own neighborhood and we believe this is reflected in his plans for the property and his plans for the future of the business there. We have no hesitation in lending my support to the zoning change.

Sincerely,

Kurt Schubring & DeAnn Schubring
516 Franklin Street
Wausau, WI 54403

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

ORDINANCE OF WAUSAU WATER WORKS COMMISSION			
Amending Section 13.64.020, Basis for charges (Sewer Service Charges)			
Committee Action: Pending		Ordinance Number:	
Fiscal Impact:			
File Number:	87-0220	Date Introduced:	June 9, 2020

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

Section 1. That Section 13.64.020 of the Wausau Municipal Code is hereby amended to read as follows:

Add ()

Delete (———)

13.64.020 Basis for charges. To pay for such a system there is imposed a service charge upon each user of the sewerage system as provided in this section.

(a) Charges for non-monitored customers are as follows:

(1) With No Sewer Meter. A minimum quarterly charge based on the size of the water meter plus the volume rate as noted in subdivision (3) of this subsection.

Water Meter Size in Inches	Minimum Quarterly Charge 2/1/2019	Minimum Quarterly Charge 10/1/2020	Minimum Quarterly Charge 7/1/2021	Minimum Quarterly Charge 10/1/2022
5/8 or 5/3	\$20.40	\$23.06	\$29.06	\$34.58
3/4	20.40	23.06	29.06	34.58
1	27.60	31.13	39.23	46.68
1-1/4	38.40	43.36	54.63	65.01
1-1/2	44.40	50.28	63.35	75.38
2	74.40	84.18	106.06	126.21
3	134.40	151.98	191.49	227.88
4	219.60	248.15	312.67	372.07
6	433.20	489.84	617.20	734.46
8	681.60	770.50	970.83	1,155.29

(2) With a Sewer Meter. A customer that meters the discharge will pay a flat monthly fee of ~~seventy-five dollars and no cents~~ **eighty-eight dollars and fifty cents** for the first such metering device and ~~thirty-seven dollars and fifty cents~~ **forty-four dollars and twenty-five cents** for each additional metering device installed on the premises, effective on October 1, 2020; **one-hundred-eleven dollars and fifty-one cents** for the first such metering device and **fifty-five dollars and seventy-six cents** for each additional metering device installed on the premises, effective on July 1, 2021; and **one-hundred-thirty-two dollars and seventy cents** for the first such metering device and **sixty-six dollars and thirty-five cents** for each additional metering device installed on the premises, effective on October 1, 2022. All such metering devices shall be approved by the utility's director prior to installation. The volume rate shall also apply.

(3) Volume Rate. All volume as recorded by the water meter each quarter shall be charged to the customer at the rate of ~~three dollars and eleven cents~~ **three dollars and seventy-five cents** per one hundred cubic feet effective on October 1, 2020; **four dollars and seventy-three cents** per one hundred cubic feet, effective on July 1, 2021; and **five dollars and sixty-three cents** per one hundred cubic feet, effective on October 1, 2022, except as noted in subdivision (4) of this subsection.

(4) Residential Customer. Charges to residential customers shall be based on actual volume as recorded by the water meter each quarter.

...

In the case where a residential customer is served only with sewer service and a water meter has not been installed to record water usage, the user will pay a flat fee per quarter for sewer service. The flat fee is determined by adding the 5/3 meter minimum quarter charge, plus the current volume charge times two thousand cubic feet which is an estimate of the average household usage of water from a private water supply. **The flat fee charge shall be ninety-eight dollars and nine cents per quarter, effective on October 1, 2020; one-hundred-twenty-three dollars and sixty cents per quarter, effective on July 1, 2021; and one-hundred-forty-seven dollars and eight cents per quarter, effective on October 1, 2022.**

...

(6) Permit Fee. The permit fee for one regulated outfall is ~~one-hundred-fifty dollars~~ **one-hundred-seventy-seven dollars** per month and ~~fifteen dollars~~ **seventeen dollars and seventy cents** per month for each additional regulated outfall effective on October 1, 2020; **two-hundred-twenty-three dollars per month and twenty-two dollars and thirty cents per month** for each additional regulated outfall, effective on July 1, 2021; and **two-hundred-sixty-five dollars and thirty-nine cents per month and twenty-six dollars and fifty-four cents per month** for each additional regulated outfall, effective on October 1, 2022.

...

(b) Charges for monitored customers are as follows:

(1) Minimum Charge. A customer that meters the discharge will pay a flat monthly fee ~~one-hundred-fifty dollars~~ ~~one-hundred-seventy-seven dollars~~ for the first such metering device and ~~seventy-five dollars~~ ~~eighty-eight dollars and fifty cents~~ for each additional metering device installed on the premises, effective on October 1, 2020; ~~two-hundred-twenty-three dollars for the first such metering device and one-hundred-eleven dollars and fifty-one cents for each additional metering device installed on the premises, effective on July 1, 2021; and two-hundred-sixty-five dollars and thirty-nine cents for the first such metering device and one-hundred-thirty-two dollars and seventy cents for each additional metering device installed on the premises, effective on October 1, 2022.~~ All such metering devices shall be approved by the utility's director prior to installation. If the water meter is the basis for determining volume of waste discharge, the minimum monthly charge will be one-third of the minimum quarterly charge per the water meter size as shown in subdivision (1) of subsection (a) of this section, but not less than ~~thirty-seven dollars and fifty cents~~ ~~forty~~ ~~forty-four dollars and twenty-five cents~~ per month, effective on October 1, 2020; ~~fifty-five dollars and seventy-six cents per month, effective on July 1, 2021; and sixty-six dollars and thirty-five cents per month, effective on October 1, 2022.~~

(2) Volume Charge. All volume per bimonthly billing shall be charged to the customer at the rate of ~~one-dollar and seventy-four cents~~ ~~two dollars and three cents~~ per one hundred cubic feet, effective on October 1, 2020; ~~two dollars and fifty-five cents per one hundred cubic feet, effective on July 1, 2021; and three dollars and four cents per one hundred cubic feet, effective on October 1, 2022.~~

(3) Concentration Charge. The customer shall be charged ~~thirty cents~~ ~~thirty-four cents~~ per pound for each pound of BOD₅ material and ~~fifty-five cents~~ ~~forty-nine cents~~ per pound for each pound of suspended solids and ~~five dollars and twenty-six cents~~ ~~four dollars and sixty-three cents~~ per pound for each pound of phosphorus and ~~forty-eight cents~~ ~~fifty-three cents~~ per pound for each pound of aluminum the customer discharges to the sanitary sewer, effective on October 1, 2020; ~~forty-three cents per pound for each pound of BOD₅ material and sixty-two cents per pound for each pound of suspended solids and five dollars and eighty-three cents per pound for each pound of phosphorus and sixty-seven cents per pound for each pound of aluminum the customer discharges to the sanitary sewer, effective on July 1, 2021; and fifty-one cents per pound for each pound of BOD₅ material and seventy-four cents per pound for each pound of suspended solids and six dollars and ninety-four cents per pound for each pound of phosphorus and eighty-five cents per pound for each pound of aluminum the customer discharges to the sanitary sewer, effective on October 1, 2022.~~

(4) Monitoring Fee. The monitoring fee for one monitored outfall is ~~one-hundred-fifty dollars~~ ~~one-hundred-seventy-seven dollars~~ per month and ~~twelve dollars and fifty cents~~ ~~fourteen dollars and seventy-five cents~~ per month for each additional regulated outfall, effective on October 1, 2020; ~~two-hundred-twenty-three dollars per month and eighteen dollars and fifty-nine cents per month for each additional regulated outfall, effective on July 1, 2021; and two-hundred-sixty-five dollars and thirty-nine cents per month and twenty-two dollars and twelve cents per month for each additional regulated outfall, effective on October 1, 2022.~~

...

(c) Charges for Non-monitored Customers Outside of City Limits.

...

Water Meter Size in Inches	Minimum Quarterly Charge 2/1/2019	Minimum Quarterly Charge 10/1/2020	Minimum Quarterly Charge 7/1/2021	Minimum Quarterly Charge 10/1/2022
5/8 or 5/3	\$25.50	\$24.37	\$30.70	\$36.54
3/4	25.50	24.37	30.70	36.54
1	34.50	32.90	41.45	49.33
1-1/4	48.00	45.81	57.72	68.69
1-1/2	55.50	53.12	66.93	79.65
2	93.00	88.94	112.07	133.36
3	168.00	160.59	202.34	240.78
4	274.50	262.20	330.37	393.14
6	541.50	517.58	652.15	776.06
8	852.00	814.14	1,025.82	1,220.72

...

(4) Volume Charge. All volume as recorded by the private water meter or meters shall be charged to the customer at the rate of ~~three dollars and eighty cents~~ three dollars and ninety-six cents, effective on October 1, 2020; four dollars and ninety-eight cents, effective on July 1, 2021; and five dollars and ninety-three cents, effective on October 1, 2022 per one hundred cubic feet.

(5) Non-metered Sewer Service (Residential Flat Fee Sewer Charge). Residential users not metered shall pay a flat fee sewer charge per living unit per quarter. The flat fee rate is ~~one hundred three dollars~~ one-hundred-three dollars and forty-seven cents, effective on October 1, 2020; one-hundred-thirty dollars and thirty-eight cents, effective on July 1, 2021; and one-hundred-fifty-five dollars and fifteen cents, effective on October 1, 2022 per quarter.

(d) Charges for Hauled Wastes Dumped at Wausau's Wastewater Plant.

...

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

Section 3. This ordinance shall take effect on ~~February 1, 2019~~ October 1, 2020, July 1, 2021, October 1, 2022, and upon passage and publication according to law.

Adopted:
Approved:
Published:
Attest:

Approved:

Katie Rosenberg, Mayor

Attest:

Leslie Kremer, Clerk



TO: Wausau City Council

FROM: Eric Lindman, P.E.
Director of Public Works & Utilities

DATE: June 9, 2020

SUBJECT: Wastewater (Sewer) Rates – Proposed Step Increases

Attachments:

1. Minutes from June 2, 2020 Wausau Waterworks Commission
2. Ehler's Cash Flow & Rate Impacts (5-pages)
3. Personal water/sewer bill comparison (1-page)
4. Proposed rates – how they compare to other municipalities (3-pages)
5. Presentation slide on affordability (1-page)
6. Resolution for sewer rate increase

The utility has completed facility planning, design, bidding and contract awards for the two treatment facility projects. This evening the council is reviewing a sewer rate increase that was approved by the Wausau Waterworks Commission. The rate increase is required by the DOA for financing the proposed debt service. Each of the treatment facility projects has a Financial Assistance Agreement (FAA) on the agenda tonight as well for your approval to move ahead with the borrowing for these two projects. The PSC has already approved and published the water rate increases to satisfy the DOA borrowing requirement for the drinking water facility. This agenda item proposes to amend the sewer rates as recommended by the sewer rate study and required by the DOA to move ahead with the borrowing.

The utility hired Ehler's Financial to perform a sewer rate study and determine what the proposed rate increases would be to appropriately fund debt service, meet the DOA requirements for borrowing and keep the utility financially healthy and stable. The rate analysis includes all of the proposed debt for the treatment facility upgrade and also includes our proposed 5-year capital plan. The proposed percentage increase would be 63%; the increases would be phased in over the next 3-years as proposed:

- 18% for 10/1/2020 implementation
- 26% for 7/1/2021 implementation
- 19% for 10/1/2022 implementation

Attached, from Ehler's, are the proposed quarterly charges for each step increase indicated above as well as the cash flow analysis from the rate study and some long range analysis related to the utility. The cash flow analysis indicates an estimated rate increase of 18% in 2023; this is projected based on the proposed 5-year capital plan as was prepared in 2019. This capital plan is visited each year by the commission and we anticipate less borrowing than projected in 2019 as we move forward with the 2021-2025 capital plan. Based on this resolution there is no projected rate increase scheduled for 2023, only the rate increases mentioned above. The increases stated above also consider the full amount of borrowing, including project contingencies, will be spent during the project. If the contingencies are not spent the last increase may be reduced and/or future increases not needed.

Attached is a copy of my bill, as an example, of how this rate would affect my bill when fully implemented. I have used my 2019 water usage and rates and assuming the same water usage in 2022 used the proposed rates to show the difference. We are a family of 5 and a heavy residential water user, our water use is 2 to 2.5 times the average residential user. This gives an actual perspective related to a quarterly and monthly cost.

I have included graphs of our current and proposed rates and how we will compare to other communities in the state. The line in red is the rate increase due to the treatment facility projects and the green line is the rate increase which includes both the treatment facilities and the other proposed capital projects over the next five years. On the wastewater and drinking water side we will remain comparative to other municipalities. As other municipalities undergo upgrades for new WDNR limits and mandates their rates will migrate to the left side of the graph.

Attached is one of my slides from the last presentation I gave in February at a Public Information Meeting. This relates to affordability, both of these projects are affordable within our community, both projects are desperately needed for the community moving into the future.

Attached is the resolution to adopt the sewer rate increases as approved by the Wausau Waterworks Commission. The resolution reflects the recommended rate increases by Ehler's and required increases by the DOA.

At the June 2, 2020 Commission meeting, Ehler's and staff brought the idea forward to begin looking at changing our rate structure and the Commission favored moving ahead with a full conventional water rate case in 2021. The particular area of concern is for the low/moderate income and low residential water users and how do we implement rates that remain fair to them now and in the future. Currently the structure puts the majority of the revenue burden on the residents, a new structure would more evenly distribute the revenue over all users. Most important the new structure would have a low tier residential user rate for small users; these are typically users on fixed and lower incomes. We will be looking at this new structure in 2021-2022.



Minutes of June 2, 2020

A meeting of the Wausau Water Works Commission was called to order at 1:30 p.m. in City Hall on June 2, 2020. In compliance with Wisconsin Statutes, this meeting was posted and receipted for by the Wausau Daily Herald on May 29, 2020.

Members present: President Rosenberg, Commissioners Force, Robinson, Herbst, Gehin.
Others present: Eric Lindman, Dave Erickson, Scott Boers, Valerie Swanborg, Steve Opatik/Becher Hoppe, Mike Gerbitz/Donohue, Brian Roemer/Ehlers Inc. via WebEx.

Rosenberg made the request to move Agenda item #5, Discussion and Possible Action on Approving a Stepped Sewer Rate Increase, to be discussed in place of Agenda item #3 so we can hear Ehler's report before the other items.

1) Approve Minutes of May 5, 2020 Meeting.

Gehin moved to approve the minutes of the May 5, 2020 meeting. Seconded by Herbst and the motion carried 5-0.

Force requested status regarding the planting around Reservoir Park. Boers advised he hasn't followed up on that but will check and get back to him.

2) Director's Report on Utility Operations.

Force advised he has again noticed hydrant flushing going on without signage. This was on S 17th Ave & Stewart. The water was gushing across the street crossing all lanes. Cars were driving through it but water was splashing up onto their windshields. He's just worried that someone will swerve or stop. Lindman advised Boers could work with DPW to get signs up. Boers explained that he had followed up on this as Force had the same concerns last year. There are signs on the trucks to be placed on heavily traveled streets but maybe it was missed. He will follow up.

Robinson brought up questions relative to the scope of services for the inflow/infiltration study. Is it policy for us to rely on the engineer's contract or does the city have a template for contracts going forward and if they don't he would suggest we look at it. Some of the exclusions are longer than the terms of services. He thinks it's always better for the city or utility to develop their own contract with standard insurance, indemnification and other language. This is a significant contract and we are basically defaulting to their contract. Lindman advised that currently the city has been working on establishing a contract to be used with all RFP's for all departments. The has not had a contract for professional services in the past. For construction

we have our own contracts established. A lot of the language used by Strand in this contract was pulled out of EJCDC and that's the direction the city is moving but we don't have one in place yet. When we do send out the RFP's, it would be nice to have the contract attached. It makes it easier and lessens the burden of reviewing all the different contracts. We're not there yet but are working on it. Robinson advised that the DNR has a standard professional services contract if that's something we'd want to look at. We'd just be better served by having our own contract. Lindman said we should hopefully have something put together this year that could be used city wide.

Gehin asked about the status of the blower that went down. Erickson advised that he spoke with Donohue and they've considered different options. The blower is expensive and there is a long lead time to get one replaced. The option they are exploring is to get the new blowers in place or one of them at least as soon as possible. For an emergency they are looking at a different style blower that could be installed with a shorter lead time. They are fine with 2 blowers but if they lose another one they'd need to step into emergency mode. Gehin asked how many they typically use. Erickson advised they typically use one but this time of year when it's hot they might need a second one. They could also have one down for maintenance so they need another for backup.

Director's Report placed on file.

5) Discussion and Possible Action on Approving a Stepped Sewer Rate Increase.

Lindman advised we have Ehler's with us via WebEx and he had put some information in the packet in the form of a memo along with some attachments. The draft resolution was also put together for the sewer rates that are proposed. They are a little different than what the rate study showed which came from Ehler's. The recommendation would be to follow Ehler's with the rate study so the numbers on the resolution will be amended accordingly before going to council.

Presentation was presented by Brian Roemer with Ehler's, Inc. the financial consultant hired by the utility.

Gehin asked what caused the \$1.2 million dollar increase in net revenue in 2019 on the PSC report. Was that due to a large rate increase? Lindman advised that was from the TID that paid for the water/sewer utility work out in the West Business Campus.

Gehin asked if the 3 sewer step increases need to be written that way into the ordinance. Roemer confirmed yes that is required by the DOA. They require an increase in order to pay interest up until substantial completion of the wastewater facility. The total required is a 63% total increase in rates. It was decided to do that in a 3 step increase of 22%, 22% and 19%.

Robinson questioned how set we are with those percentages. His concern is the affordability for low income residents. What happens if we smooth out those percentages to try to lower the impact in year one. What does that do to our bonding and other requirements? Roemer responded that on the sewer we can change it any which way we choose to. However, they do recommend going from higher to lower for cash flow purposes and to get a better picture of what is ultimately needed. Robinson asked if there is any data as to what rate increases do to utilization and how that may impact volume and revenue. Roemer responded they have no data that correlation would show causation. Gehin explained that over the years when we have had significant rate increases there was somewhat of a depressed usage but within 6 months it was typically back to normal. He also wants to remind everybody that we just implemented a 20% increase in early 2019 and there were virtually no complaints. That doesn't mean we shouldn't try to make it

affordable for the low income however he doesn't think we should make it easy in the beginning and find out at the end that we are way behind.

Robinson agrees that we need to keep our fiscal house in order but he is a little bit concerned about the impact on rate payers and what our options might be. He understands we have a target that we need to reach over 3 years. Gehin mentioned that it will be a significant change but we do have some latitude compared to our sister communities in Wisconsin. Force added that this will be a tough year for some. People are out of work and on fixed incomes. He doesn't know that it makes sense to adjust the first year down because then we have to adjust the other years up. He added that they are coming up with some forms of communication to help users find ways to conserve water and lower their water bills.

Lindman advised that the PSC has their set rate structures. Larger communities that have 20,000 or more connections will do their own rate structure and that is what we are proposing to look at addressing in 2021 for those low income residents. In 2021 when we go in for a full rate case, we will look at how we can restructure, how we charge and other things we can do to better manage user rates. He also mentioned that going into 2022 & 2023, he's looking at going to monthly billing as it's more tolerable for our customers. It will be significant on our end to do that but for our users we should focus on looking into that in the future and our billing system does give us the capability to do that. He thinks the 2 years will give us time to move into that for remote reading and the meters, etc. Groat spoke to the monthly billing and that they do have customers that pay monthly now by just splitting their average bill. She also spoke to the fact of looking at an 18% increase vs a 20% increase sounds like a lot but it's really only a few dollars per quarter, not to minimize those that are struggling to pay their bills. It does make the difference, as Roemer indicated, for cash flow purposes to meet our capital needs and our obligation to make a rate of return to our bond holders.

Gehin motioned to adopt and move the current draft on to council however Robinson expressed that he is still uncomfortable with the rates. The second year for water is a 3% increase. What if we go to a 15% sewer rate increase the first year and catch that up in the second year. Is that doable? Lindman advised that would be up to the commission. Robinson's concern is that customers don't break up their bill between water and sewer. If we can soften the blow in year one that would be better. Gehin clarified that the original first year increase was at 22% and Robinson wants to go to 15%, that puts year 2 at 29%. Gehin would be more inclined to support that if we went closer to 17%. Force advised that this would cause a large increase for the second year. Lindman advised we have to get to a total of 63% at substantial completion of the project.

Gehin motioned to approve sewer rate step increases of 18% first step, 26% second step and 19% for the third step. Seconded by Robinson. Motion carried 5-0.

Robinson requested that we get an update on the monthly billing and possible automatic payments in the future. Lindman responded that he will get something on the agenda within the next couple months.

3) Discussion and Possible Action on Approval of the Financial Assistance Agreement (FAA) for the WDNR Clean Water Fund Loan for the Wastewater Treatment Facility Upgrade.

Lindman explained that the actual Financial Assistance Agreements which are like these were completed by the DNR and he had forwarded those out to everyone. He tried to break out the amounts on the spreadsheet to specify where the costs are coming from, what the principal forgiveness is and what the professional services vs construction costs are. This is the agreement and amounts the commission will agree to, along with the mandated contingencies

that the DNR requires us to add on to the loan. If those contingencies aren't spent then that isn't something we will borrow. These will be finalized through our bond council along with the resolutions for next week's city council meeting. Bond council has not yet completed their review and resolution. Gehin noticed that the interest rate did creep up a little. Lindman advised when we first started this a couple years ago, we were looking at 1.65% and that is what we were basing the rate increases on. When Covid hit there was an increase so now it's at 1.76% for the water and 1.87% for the wastewater. Force confirmed this is a fixed rate. Lindman confirmed that is correct.

Gehin moved to approve the FAA for the Clean Water Fund Loan so we can proceed with the financing from the state. Seconded by Herbst. Motion carried 5-0.

4) Discussion and Possible Action on Approval of the Financial Assistance Agreement (FAA) for the WDNR Safe Drinking Water Fund Loan for the Drinking Water Treatment Facility.

Motion by Robinson to approve the FAA for the Safe Drinking Water Fund Loan. Seconded by Force. Motion carried 5-0.

6) Discussion on Establishing a Mandatory Private Side Lead Lateral Replacement Ordinance.

7) Discussion and Possible Action on the 2021-2025 DRAFT Capital Budget.

8) Discussion and Review of the 2019 PSC Annual Report for Drinking Water.

9) Adjourn.

Table 22
Sewer Utility Cash Flow Analysis - Projected 2020-2030

City of Wausau, WI

	Estimated 2019	Budget 2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030
Revenues												
Total Revenues from User Rates	\$6,096,778	\$6,229,312	\$7,488,413	\$8,746,533	\$11,724,947	\$11,724,947	\$12,076,695	\$12,076,695	\$12,076,695	\$12,438,996	\$12,438,996	\$12,438,996
Percent Increase to User Rates Required		18.00%	26.00%	19.00%	18.00%	0.00%	3.00%	0.00%	0.00%	3.00%	0.00%	0.00%
Cumulative Percent Rate Increase		18.00%	48.68%	76.93%	108.78%	108.78%	115.04%	115.04%	115.04%	121.49%	121.49%	121.49%
Dollar Amount Increase to Revenues Required		\$132,534	\$1,259,101	\$1,258,120	\$2,978,414	\$0	\$351,748	\$0	\$0	\$362,301	\$0	\$0
Other Revenues												
Interest Income	\$93,055	\$43,000	\$43,108	\$23,916	\$25,420	\$25,719	\$25,976	\$26,279	\$26,393	\$26,374	\$26,840	\$26,891
Other Income	\$34,949	\$36,000	\$4,040	\$4,080	\$4,121	\$4,162	\$4,204	\$4,246	\$4,289	\$4,331	\$4,375	\$4,418
Total Other Revenues	\$128,004	\$79,000	\$47,148	\$27,996	\$29,541	\$29,881	\$30,180	\$30,525	\$30,682	\$30,705	\$31,214	\$31,309
Total Revenues	\$6,224,782	\$6,308,312	\$7,535,561	\$8,774,529	\$11,754,488	\$11,754,828	\$12,106,876	\$12,107,220	\$12,107,377	\$12,469,701	\$12,470,211	\$12,470,305
Expenses												
Operating and Maintenance	\$3,480,549	\$3,474,290	\$3,578,519	\$3,685,874	\$3,796,450	\$3,910,344	\$4,027,654	\$4,148,484	\$4,272,938	\$4,401,127	\$4,533,160	\$4,669,155
PILOT Payment	\$488,596	\$450,000	\$450,000	\$450,000	\$450,000	\$450,000	\$450,000	\$450,000	\$450,000	\$450,000	\$450,000	\$450,000
Net Before Debt Service and Capital Expenditures	\$2,255,637	\$2,384,022	\$3,507,042	\$4,638,655	\$7,508,037	\$7,394,484	\$7,629,221	\$7,508,736	\$7,384,439	\$7,618,575	\$7,487,050	\$7,351,150
Debt Service												
Existing Debt P&I ¹	\$1,358,741	\$5,552,004	\$1,495,900	\$1,166,725	\$1,142,525	\$1,137,525	\$1,131,325	\$1,065,125	\$539,525	\$540,650	\$538,350	\$532,425
New (2020-2029) Debt Service P&I		\$593,219	\$1,826,456	\$2,111,186	\$4,618,590	\$4,710,776	\$4,726,990	\$4,747,759	\$5,202,676	\$5,241,601	\$5,278,301	\$5,307,776
Total Debt Service	\$1,358,741	\$6,145,223	\$3,322,356	\$3,277,911	\$5,761,115	\$5,848,301	\$5,858,315	\$5,812,884	\$5,742,201	\$5,782,251	\$5,816,651	\$5,840,201
Transfer In (Out)/ Advances from (to)	\$145,603	\$180,000	\$140,000	\$140,000	\$140,000	\$140,000	\$0	\$0	\$0	\$0	\$0	\$0
Capital Improvements	\$7,261,126	\$50,790,828	\$51,587,285	\$2,422,000	\$3,290,000	\$1,977,000	\$1,650,000	\$1,650,000	\$1,650,000	\$1,650,000	\$1,650,000	\$1,650,000
Bonds Issued/Grants/Aid	\$7,088,758	\$54,116,463	\$51,323,385	\$1,522,963	\$1,522,726	\$393,792	\$0	\$0	\$0	\$0	\$0	\$0
Net Annual Cash Flow	\$870,131	(\$255,565)	\$60,786	\$601,706	\$119,648	\$102,975	\$120,907	\$45,852	(\$7,763)	\$186,324	\$20,399	(\$139,051)
Restricted and Unrestricted Cash Balance:												
Balance at first of year	\$8,412,244	\$9,282,375	\$9,026,809	\$9,087,596	\$9,689,302	\$9,808,950	\$9,911,925	\$10,032,832	\$10,078,684	\$10,070,921	\$10,257,245	\$10,277,644
Net Annual Cash Flow Addition/(subtraction)	\$870,131	(\$255,565)	\$60,786	\$601,706	\$119,648	\$102,975	\$120,907	\$45,852	(\$7,763)	\$186,324	\$20,399	(\$139,051)
Balance at end of year	\$9,282,375	\$9,026,809	\$9,087,596	\$9,689,302	\$9,808,950	\$9,911,925	\$10,032,832	\$10,078,684	\$10,070,921	\$10,257,245	\$10,277,644	\$10,138,593

Notes:

- 1) No changes in customer count or usage beyond 2020. Rate implementation: 1/4 year 2020, 1/5 year 2021, and 1/4 year 2022
- 2) Assumed inflationary annual increase of 3%
- 3) CIP beyond 2023 assumed \$1.0M annually

Legend:

- Increase depicted to maintain with assumed O&M inflation
- Increase needed above inflationary adjustment
- End of Furnished CIP

Table 23 Sewer Utility Financial Benchmarking Analysis Projected 2020 - 2030

City of Wausau, WI

	Actual 2018	Draft 2019	Budget 2020	2021	2022	2023	2024	Projected 2025	2026	2027	2028	2029	2030
Target minimum cash balance													
Target minimum working capital - Ehlers ¹	3,608,254	8,507,553	5,702,001	6,025,582	8,789,248	8,978,695	9,095,073	9,140,660	9,158,979	9,289,842	9,416,923	9,535,075	9,660,148
Actual Days Cash Available - PSC ²	886	892	776	603	613	614	610	615	614	610	616	612	600
Actual Days Cash Available - Moody's ³	270	433	330	274	322	310	310	312	307	298	304	297	278
Actual working capital-cash balance	8,412,244	9,761,031	9,505,466	9,566,252	10,167,958	10,287,606	10,390,581	10,511,488	10,557,340	10,549,577	10,735,901	10,756,300	10,617,250
Over (Under) Ehlers target	4,803,990	1,253,478	3,803,465	3,540,670	1,378,710	1,308,911	1,295,508	1,370,828	1,398,361	1,259,736	1,318,979	1,221,225	957,102
Over (Under) PSC target (90 days)	796	802	686	513	523	524	520	525	524	520	526	522	510
Over (Under) Moody's target (210 days)	60	223	120	64	112	100	100	102	97	88	94	87	68

Notes:

1) Target capital equals 6 mos of next year's operating expenses, including depreciation, plus 100% of debt.

2) PSC formula = O&M expense + taxes + interest on long term debt ÷ 365 to get expense per day. Then Unrestricted Cash ÷ expense per day

3) Moody's Formula = [(Unrestricted Cash + Liquid Investments) * 365 days] ÷ Total O&M Expenses less Depreciation; 2019 rating report quoted strong existing at 271 days

Opportunity to apply cash to future debt financings

Rate of Return

Average Utility Plant in Service	67,391,453	72,955,111	101,981,088	153,170,144	180,174,787	183,030,787	185,664,287	187,477,787	189,127,787	190,777,787	192,427,787	194,077,787	195,727,787
Less: Utility Plant Accumulated Depreciation	26,907,458	28,151,568	29,436,568	31,353,390	33,723,781	36,188,120	38,751,292	41,379,190	44,064,261	46,806,504	49,605,920	52,462,509	55,376,269
Average Net Investment Rate Base (NIRB)	40,483,995	44,803,543	72,544,520	121,816,755	146,451,006	146,842,667	146,912,995	146,098,597	145,063,526	143,971,283	142,821,867	141,615,278	140,351,518
Net Operating Income	956,946	1,373,338	1,474,022	1,997,113	2,694,348	5,468,279	5,255,593	5,425,347	5,247,386	5,065,802	5,242,785	5,053,622	4,860,498
ROR	2.36%	3.07%	2.03%	1.64%	1.84%	3.72%	3.58%	3.71%	3.62%	3.52%	3.67%	3.57%	3.46%

Typical

Cost Recovery

Operating Revenues	5,455,972	6,097,997	6,233,312	7,492,453	8,750,613	11,729,068	11,729,109	12,080,899	12,080,941	12,080,984	12,443,327	12,443,371	12,443,415
Operating Expenses incl. Depr & Amortization	4,499,026	4,724,659	4,759,290	5,495,341	6,056,265	6,260,789	6,473,516	6,655,553	6,833,555	7,015,182	7,200,542	7,389,749	7,582,916
Cost Recovery	1.21	1.29	1.31	1.36	1.44	1.87	1.81	1.82	1.77	1.72	1.73	1.68	1.64
Cost Recovery w/o Depr.	1.69	1.75	1.79	2.09	2.37	3.09	3.00	3.00	2.91	2.83	2.83	2.74	2.67

Notes:

This operating ratio indicates whether operating revenues (mostly charges to customers) were sufficient to cover operations and capital (in the form of depreciation) for the water and/or wastewater utility in the fiscal year. A ratio of less than 1 could be a sign of financial concern. In general, this ratio should be higher than 1 to accommodate future capital investments.

Leverage

Total Long-Term Debt	10,215,438	11,880,938	19,755,000	26,020,000	22,645,000	111,230,217	107,685,901	104,039,475	100,350,056	96,646,747	92,823,635	88,884,787	84,839,255
Total Net Assets	69,324,548	76,585,674	127,376,502	178,963,787	181,385,787	184,675,787	186,652,787	188,302,787	189,952,787	191,602,787	193,252,787	194,902,787	196,552,787
Debt-to Equity Ratio	0.15	0.16	0.16	0.15	0.12	0.60	0.58	0.55	0.53	0.50	0.48	0.46	0.43

Notes:

This indicator measures the existing level of leveraging of assets, and is used by funders and bond rating agencies to evaluate the risk of providing additional loans to the utility. The ratio indicates the amount of long-term debt that exists for every \$1 of assets (fund equity). A utility with a ratio greater than 1.0 has more long-term debt than equity in the system's assets. There are no natural benchmarks for this indicator, and funders and bond rating agencies will assess this ratio in various ways. In general, the higher this ratio, the more likely the utility will be considered to be over-leveraged and the more difficult it will be for the utility to obtain additional loans. For this ratio, Net Assets are equal to the Net Investment Rate Base of the utility.

Condition of Assets:

Accumulated Depreciation Expense	26,907,458	28,151,568	29,436,568	31,353,390	33,723,781	36,188,120	38,751,292	41,379,190	44,064,261	46,806,504	49,605,920	52,462,509	55,376,269
Average Total Plant in Service	67,391,453	72,955,111	101,981,088	153,170,144	180,174,787	183,030,787	185,664,287	187,477,787	189,127,787	190,777,787	192,427,787	194,077,787	195,727,787
Asset Depreciation	28.53%	27.84%	22.40%	16.99%	15.77%	16.51%	17.27%	18.08%	18.90%	19.70%	20.50%	21.28%	22.05%

Notes:

This indicator of infrastructure condition estimates the portion of the average expected life of the utility's physical assets that has already passed. As this ratio approaches 100%, the capital assets become fully depreciated, and infrastructure needs replacement or rehabilitation. The accuracy of this indicator relies heavily on the accuracy of the depreciation schedule, and historic pricing likely distorts this indicator (newer utilities may be slightly disadvantaged as a result).

Table 24

Sewer Utility Statement of Projected Revenue Bond Coverage

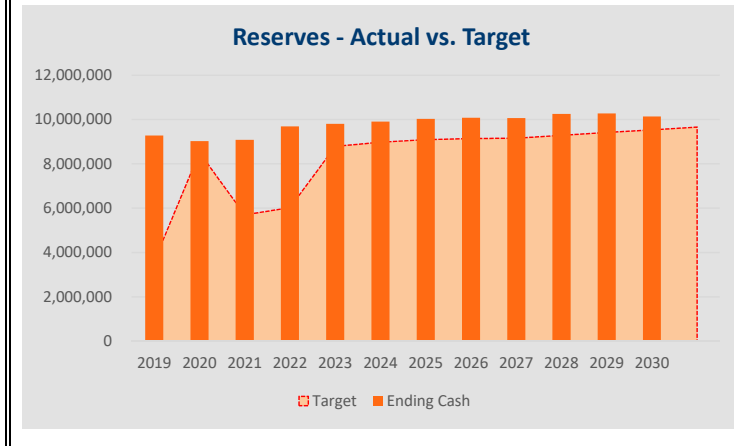
City of Wausau, WI

Year	Total Operating Revenues	Less:	Amount Available for Debt Service	Existing Rev Debt	Future Rev Debt (2020-2029)	Total Sewer Debt Service	Coverage
		Total O&M Expense		Total	Total		
2020	6,308,312	(3,474,290)	2,834,022	1,160,942	593,219	1,754,161	1.62
2021	7,535,561	(3,578,519)	3,957,042	1,192,150	1,826,456	3,018,606	1.31
2022	8,774,529	(3,685,874)	5,088,655	1,146,325	2,111,186	3,257,511	1.56
2023	11,754,488	(3,796,450)	7,958,037	1,142,525	4,618,590	5,761,115	1.38
2024	11,754,828	(3,910,344)	7,844,484	1,137,525	4,710,776	5,848,301	1.34
2025	12,106,876	(4,027,654)	8,079,221	1,131,325	4,726,990	5,858,315	1.38
2026	12,107,220	(4,148,484)	7,958,736	1,065,125	4,747,759	5,812,884	1.37
2027	12,107,377	(4,272,938)	7,834,439	539,525	5,202,676	5,742,201	1.36
2028	12,469,701	(4,401,127)	8,068,575	540,650	5,241,601	5,782,251	1.40
2029	12,470,211	(4,533,160)	7,937,050	538,350	5,278,301	5,816,651	1.36
2030	12,470,305	(4,669,155)	7,801,150	532,425	5,307,776	5,840,201	1.34

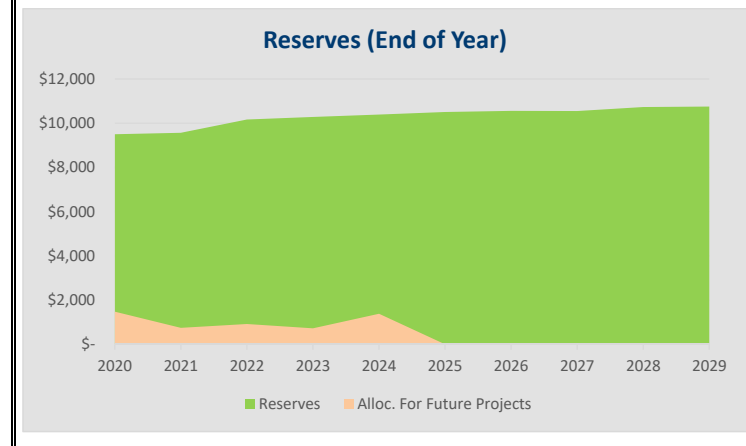
Table 25 Sewer Utility Long-Range Planning Analysis

City of Wausau, WI

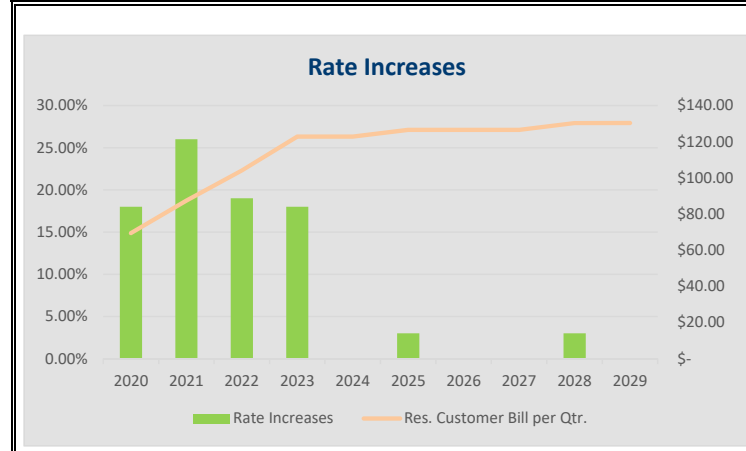
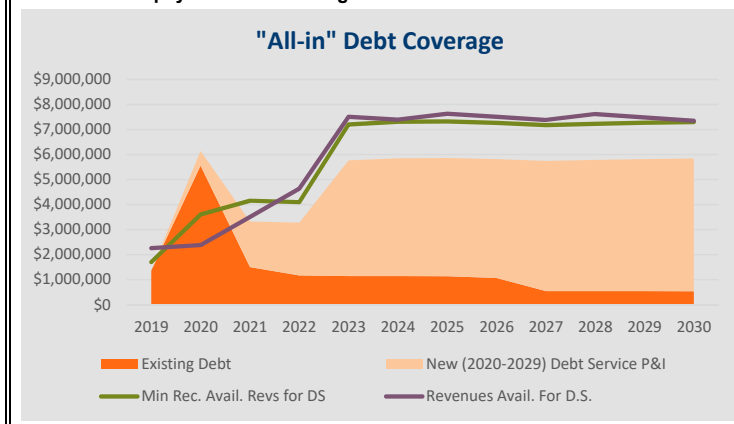
Are rates set to maintain adequate reserves?



How much reserves are planned for future projects?



Are rates set to pay for financial obligations?¹



Notes:

1) "All-in" Coverage incorporates additional expenses not required in revenue bond documents such as PILOT. Additionally it includes non-revenue pledged debt.

Table 26
Projected Impact of CIP on Typical Residential Utility Bill

City of Wausau, WI

Year	Water					Sewer					Utility Bill (Quarterly)	Change Over Prior Year	Utility Bill (Quarterly)	Change Over Prior Year	Utility Bill (Quarterly)	Change Over Prior Year	% of 2018 MHI 40,260	Year
	Increase	Water Vol. Charge ¹	Water User Charge ²	Utility Bill (Quarterly)	Change Over Prior Year	Increase	Sewer Vol. Charge ³	Sewer User Charge ³	Utility Bill (Quarterly)	Change Over Prior Year								
2019		Flat	Serv. + PFP	\$ 55.84			100CF	Gen Service	\$ 58.84		\$ 114.68		\$ 114.68				1.14%	2019
2020	24.60%	2.80	36.78	\$ 71.39	\$ 15.54	18.00%	3.75	23.06	\$ 69.43	\$ 10.59	\$ 140.81	\$ 26.13	\$ 140.81	\$ 26.13			1.40%	2020
2021	3.60%	2.91	37.95	\$ 73.92	\$ 2.53	26.00%	4.73	29.06	\$ 87.48	\$ 18.05	\$ 161.40	\$ 20.58	\$ 161.40	\$ 20.58			1.60%	2021
2022	9.78%	3.19	41.66	\$ 81.14	\$ 7.23	19.00%	5.63	34.58	\$ 104.10	\$ 16.62	\$ 185.24	\$ 23.85	\$ 185.24	\$ 23.85			1.84%	2022
2023	0.00%	3.19	41.66	\$ 81.14	\$ -	18.00%	6.64	40.80	\$ 122.84	\$ 18.74	\$ 203.98	\$ 18.74	\$ 203.98	\$ 18.74			2.03%	2023
2024	3.00%	3.29	42.91	\$ 83.58	\$ 2.43	0.00%	6.64	40.80	\$ 122.84	\$ -	\$ 206.42	\$ 2.43	\$ 206.42	\$ 2.43			2.05%	2024
2025	0.00%	3.29	42.91	\$ 83.58	\$ -	3.00%	6.84	42.03	\$ 126.52	\$ 3.69	\$ 210.10	\$ 3.69	\$ 210.10	\$ 3.69			2.09%	2025
2026	3.00%	3.39	44.20	\$ 86.08	\$ 2.51	0.00%	6.84	42.03	\$ 126.52	\$ -	\$ 212.61	\$ 2.51	\$ 212.61	\$ 2.51			2.11%	2026
2027	0.00%	3.39	44.20	\$ 86.08	\$ -	0.00%	6.84	42.03	\$ 126.52	\$ -	\$ 212.61	\$ -	\$ 212.61	\$ -			2.11%	2027
2028	3.00%	3.49	45.52	\$ 88.67	\$ 2.58	3.00%	7.04	43.29	\$ 130.32	\$ 3.80	\$ 218.99	\$ 6.38	\$ 218.99	\$ 6.38			2.18%	2028
2029	0.00%	3.49	45.52	\$ 88.67	\$ -	0.00%	7.04	43.29	\$ 130.32	\$ -	\$ 218.99	\$ -	\$ 218.99	\$ -			2.18%	2029
2030	0.00%	3.49	45.52	\$ 88.67	\$ -	0.00%	7.04	43.29	\$ 130.32	\$ -	\$ 218.99	\$ -	\$ 218.99	\$ -			2.18%	2030
											TOTAL Δ	\$ 104.31						

Notes:

1. Current water volumetric rate is \$2.29/100CF.
2. The water user charges include a monthly service charge of \$17.07 plus a public fire protection charge of \$10.47 for a 5/8 inch meter.
3. The current Sewer volumetric rate is \$3.11/100CF. Current General Service Chars is \$20.40 per quarter for 5/8" meter.
4. The usage is assumed to be 12.36 CCF per quarter.

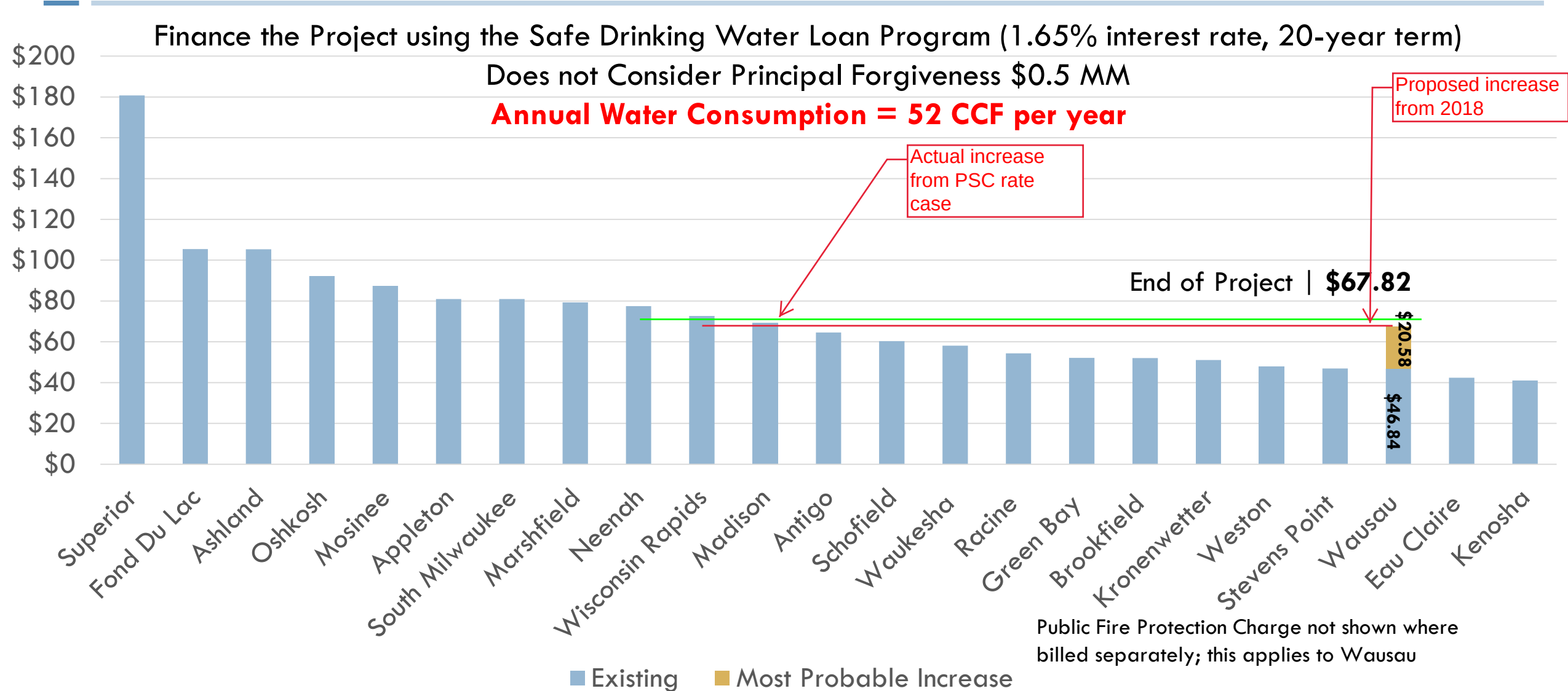
Legend:

2024 is the final year of the furnished CIP.

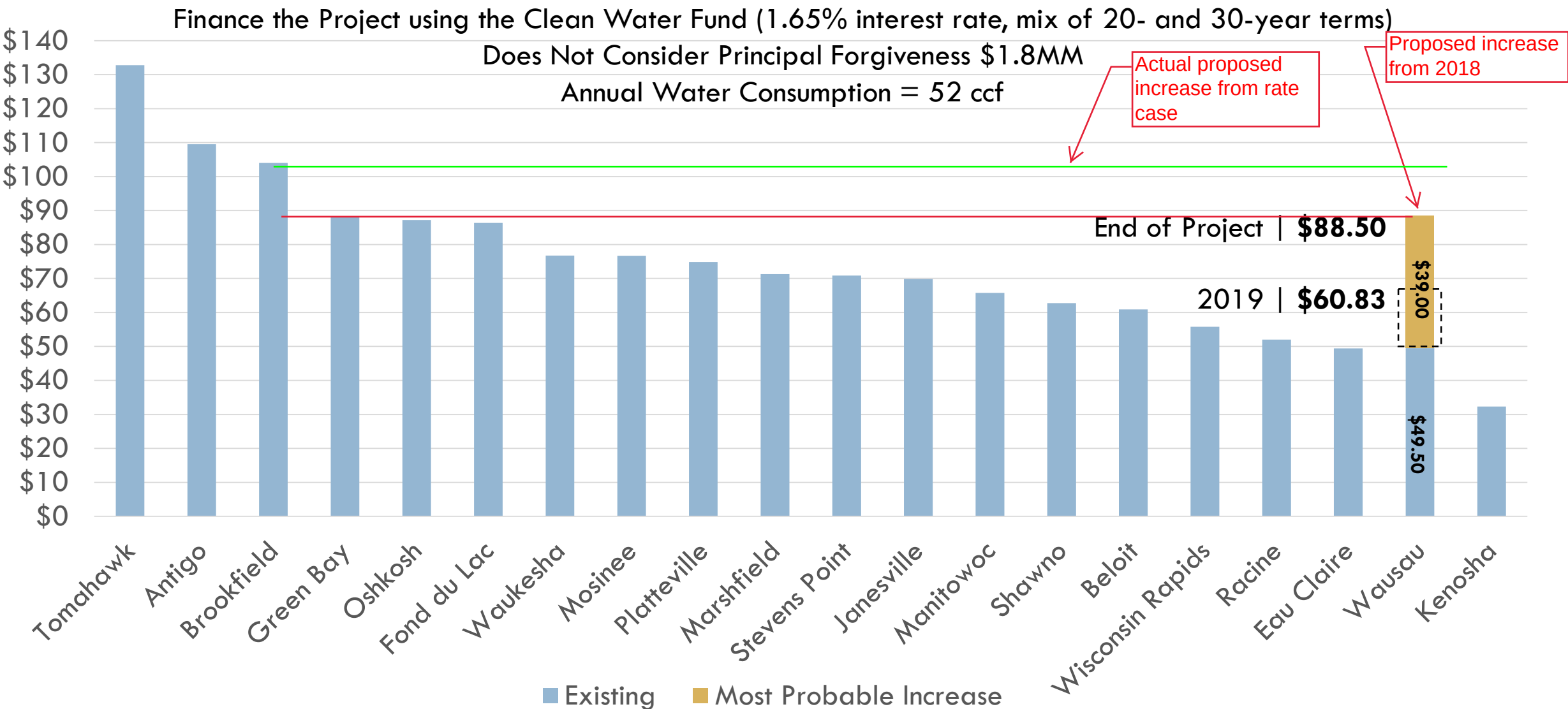
Billing History: Lindman, Family of 5, 3/4" Meter									
Utility Charges	Rate/ccf	Jan-Mar '19 Qty ccf	Qtr Charge	Apr-Jun '19 Qty ccf	Qtr Charge	Jul-Sep '19 Qty ccf	Qtr Charge	Oct-Dec '19 Qty ccf	Qtr Charge
Water Service									
Water - Qtrly Fee		Fixed	17.07	Fixed	17.07	Fixed	17.07	Fixed	17.07
Water - Vol Chrg	2.29	29	66.41	34	77.86	38	87.02	31	70.99
Water Service Subtotal			83.48		94.93		104.09		88.06
Sewer Service									
Sewer - Qtrly Fee		Fixed	20.40	Fixed	-	Fixed	-	Fixed	-
Sewer - Vol Chrg	3.11	29	90.19	34	105.74	38	118.18	31	96.41
Sewer Service Subtotal			110.59		105.74		118.18		96.41
Public Fire Service									
Public Fire		Fixed	10.47	Fixed	10.47	Fixed	10.47	Fixed	10.47
Total Quarterly Bill			\$204.54		\$211.14		\$232.74		\$194.94
Average QUARTERLY Usage & Cost				33	\$226.14				
Average MONTHLY Usage & Cost				11	\$75.38				

Billing Proposed: Lindman, Family of 5, 3/4" Meter; Water increase of 32% and Sewer increase of 63%									
Utility Charges	Rate/ccf	Jan-Mar '19 Qty ccf	Qtr Charge	Apr-Jun '19 Qty ccf	Qtr Charge	Jul-Sep '19 Qty ccf	Qtr Charge	Oct-Dec '19 Qty ccf	Qtr Charge
Water Service									
Water - Qtrly Fee		Fixed	24.81	Fixed	24.81	Fixed	24.81	Fixed	24.81
Water - Vol Chrg	2.91	29	84.39	34	98.94	38	110.58	31	90.21
Water Service Subtotal			109.20		123.75		135.39		115.02
Sewer Service									
Sewer - Qtrly Fee		Fixed	34.58	Fixed	34.58	Fixed	34.58	Fixed	34.58
Sewer - Vol Chrg	5.63	29	163.27	34	191.42	38	213.94	31	174.53
Sewer Service Subtotal			197.85		226.00		248.52		209.11
Public Fire Service									
Public Fire		Fixed	13.14	Fixed	13.14	Fixed	13.14	Fixed	13.14
Total Quarterly Bill			\$320.19		\$362.89		\$397.05		\$337.27
Average QUARTERLY Usage & Cost				33	\$354.35				
Average MONTHLY Usage & Cost				11	\$118.12				

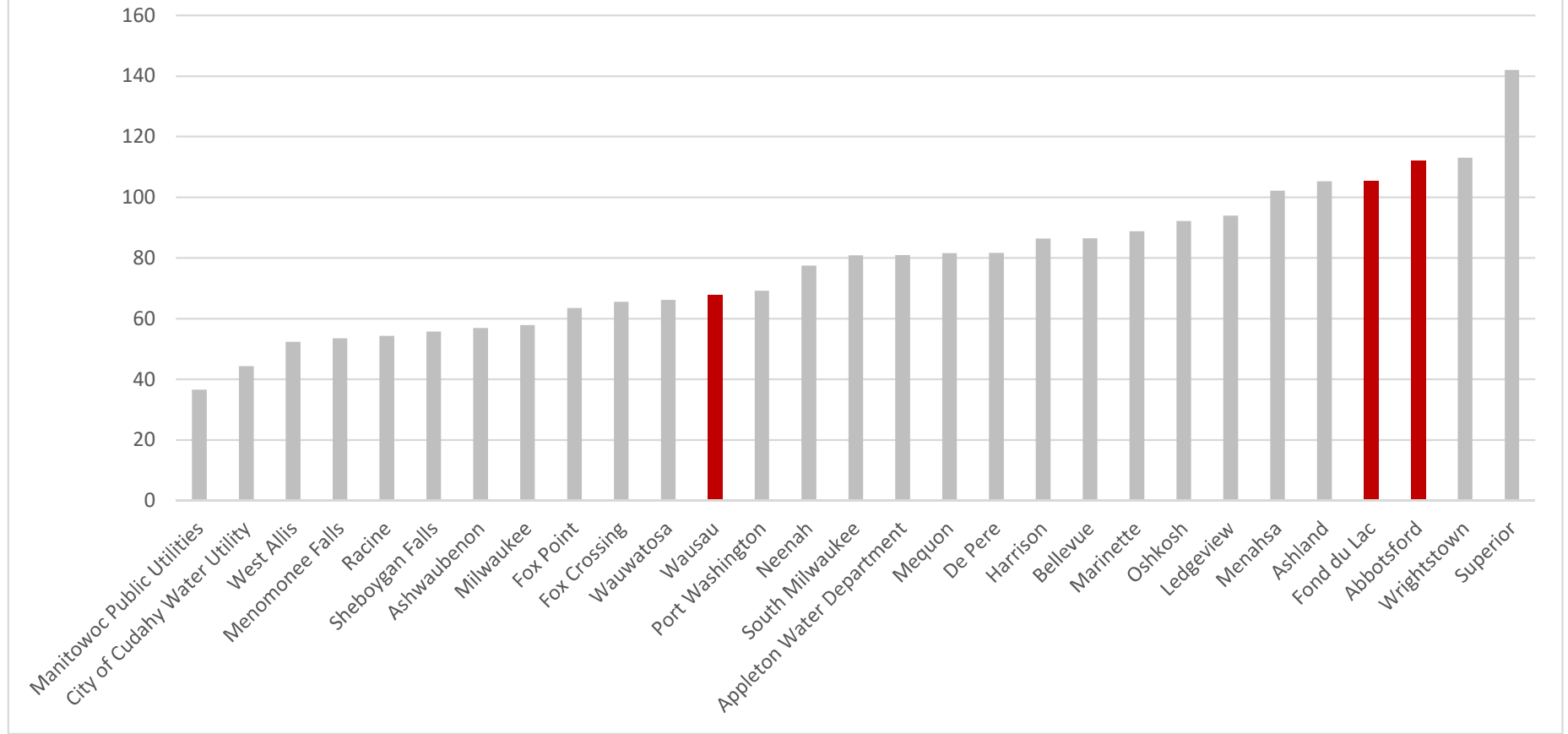
The Most Probable Residential Quarterly Cost to Finance the \$41MM Project



The Most Probable Residential **Quarterly** Cost to Finance the \$80MM Project



Water Rates for Advanced Treatment Systems



Affordability & Cost Effective

- No doubt big projects with BIG \$\$\$'s
- Significantly important – Providing safe clean water and treating wastewater; vital for future growth and sustainability
- Cost effective and affordable – Absolutely
- Wausau will be providing safe, high-quality drinking water to a typical home for less than \$1 /day
- Wausau will be collecting wastewater, treating it, and sending safe clean water back to the environment for a typical home for less than \$1 /day

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

RESOLUION OF THE WAUSAU WATER WORKS COMMISSION

Authorizing the Issuance and Sale of up to \$44,756,287 Water System Revenue Bonds, Series 2020B, and providing for other details and covenants with respect thereto.

Committee Action: Approved 5-0

Fiscal Impact:

File Number: 20-0608

Date Introduced: June 9, 2020

WHEREAS, the City of Wausau, Marathon County, Wisconsin (the "Municipality") owns and operates a Water System (the "System") which is operated for a public purpose as a public utility by the Municipality; and

WHEREAS, pursuant to a resolution adopted on November 14, 2017 (the "2017C Resolution"), the Municipality issued its Water System Revenue Bonds, Series 2017C, dated December 5, 2017 (the "2017C Bonds"), which are payable from the income and revenues of the System; and

WHEREAS, pursuant to a resolution adopted on September 10, 2019 (the "2019D Resolution"), the Municipality issued its Water System Revenue Bonds, Series 2019D, dated October 1, 2019 (the "2019D Bonds"), which are payable from the income and revenues of the System; and

WHEREAS, the 2017C Bonds and the 2019D Bonds shall collectively be referred to as the "Prior Bonds"; and

WHEREAS, the 2017C Resolution and the 2019D Resolution shall collectively be referred to as the "Prior Resolutions"; and

WHEREAS, certain improvements to the System are necessary to meet the needs of the Municipality and the residents thereof, consisting of the construction of a project (the "Project") assigned Safe Drinking Water Loan Program Project No. 4930-09 by the Department of Natural Resources, and as described in the Department of Natural Resources approval letter for the plans and specifications of the Project, or portions thereof, issued under Section 281.41, Wisconsin Statutes, assigned No. W-2019-0639 and dated March 27, 2020 and No. W-2019-0640 and dated March 27, 2020 by the DNR; and

WHEREAS, under the provisions of Chapter 66, Wisconsin Statutes any municipality may, by action of its governing body, provide for purchasing, acquiring, constructing, extending, adding to, improving, operating and managing a public utility from the proceeds of bonds, which

bonds are to be payable only from the revenues received from any source by such utility, including all rentals and fees; and

WHEREAS, the Municipality has heretofore issued its Water System and Sewer System Revenue Bond Anticipation Notes, Series 2020A, dated March 26, 2020 (the "Prior Notes") in part for the purpose of financing a portion of the costs of the Project; and

WHEREAS, the resolution authorizing the Prior Notes permits the issuance of additional bonds on a parity with the Prior Bonds; and

WHEREAS, pursuant to Section 66.0621(4)(b), Wisconsin Statutes any municipality may also issue new bonds to provide funds for the payment of any outstanding municipal obligations issued for purchasing, acquiring, constructing, extending, adding to, improving, conducting, controlling, operating and managing a public utility; and

WHEREAS, the Municipality deems it to be necessary, desirable and in its best interest to authorize and sell water system revenue bonds of the Municipality payable solely from the revenues of the System, pursuant to the provisions of Section 66.0621, Wisconsin Statutes, to pay the cost of the Project and to refund the portion of the Prior Notes issued to pay costs of the Project; and

WHEREAS, the Prior Resolutions permit the issuance of additional bonds on a parity with the Prior Bonds upon certain conditions, and those conditions have been met;

WHEREAS, other than the Prior Bonds and the Prior Notes, no bonds or obligations payable from the revenues of the System are now outstanding.

NOW, THEREFORE, be it resolved by the Governing Body of the Municipality that:

Section 1. Definitions. The following terms shall have the following meanings in this Resolution unless the text expressly or by implication requires otherwise:

- (a) "Act" means Section 66.0621, Wisconsin Statutes;
- (b) "Bond Registrar" means the Municipal Treasurer which shall act as Paying Agent for the Bonds;
- (c) "Bonds" means the \$44,756,287 Water System Revenue Bonds, Series 2020B, of the Municipality dated their date of issuance, authorized to be issued by this Resolution;
- (d) "Bond Year" means the twelve-month period ending on each May 1;
- (e) "Current Expenses" means the reasonable and necessary costs of operating, maintaining, administering and repairing the System, including salaries, wages, costs of materials and supplies, insurance and audits, but shall exclude depreciation, debt service, tax equivalents and capital expenditures;

(f) "Debt Service Fund" means the Water System Revenue Bond and Interest Special Redemption Fund of the Municipality, which shall be the "special redemption fund" as such term is defined in the Act;

(g) "Financial Assistance Agreement" means the Financial Assistance Agreement by and between the State of Wisconsin by the Department of Natural Resources and the Department of Administration and the Municipality pursuant to which the Bonds are to be issued and sold to the State, substantially in the form attached hereto and incorporated herein by this reference;

(h) "Fiscal Year" means the twelve-month period ending on each December 31;

(i) "Governing Body" means the Common Council, or such other body as may hereafter be the chief legislative body of the Municipality;

(j) "Gross Earnings" means the gross earnings of the System, including earnings of the System derived from water charges imposed by the Municipality, all payments to the Municipality under any service agreements between the Municipality and any contract users of the System, and any other monies received from any source including all rentals and fees and any special assessments levied and collected in connection with the Project;

(k) "Municipal Treasurer" means the Treasurer of the Municipality who shall act as Bond Registrar and Paying Agent;

(l) "Municipality" means the City of Wausau, Marathon County, Wisconsin;

(m) "Net Revenues" means the Gross Earnings of the System after deduction of Current Expenses;

(n) "Parity Bonds" means bonds payable from the revenues of the System other than the Bonds but issued on a parity and equality with the Bonds pursuant to the restrictive provisions of Section 11 of this Resolution;

(o) "Prior Bonds" means the 2017C Bonds and the 2019D Bonds, collectively;

(p) "Prior Notes" means the Municipality's Water System and Sewer System Revenue Bond Anticipation Notes, Series 2020A, dated March 26, 2020;

(q) "Prior Resolutions" means the 2017C Resolution and the 2019D Resolution, collectively;

(r) "Project" means the Project described in the preamble to this Resolution. All elements of the Project are to be owned and operated by the Municipality as part of the System as described in the preamble hereto;

(s) "Record Date" means the close of business on the fifteenth day of the calendar month next preceding any principal or interest payment date;

(t) "System" means the entire Water System of the Municipality specifically including that portion of the Project owned by the Municipality and including all property of every nature now or hereafter owned by the Municipality for the extraction, collection, treatment, storage, transmission, distribution metering and discharge of industrial and potable public water, including all improvements and extensions thereto made by the Municipality while any of the Bonds and Parity Bonds remain outstanding, including all real and personal property of every nature comprising part of or used or useful in connection with such Water System and including all appurtenances, contracts, leases, franchises, and other intangibles;

(u) "2017C Bonds" means the Municipality's Water System Revenue Bonds, Series 2017C, dated December 5, 2017;

(v) "2017C Resolution" means a resolution adopted by the Governing Body on November 14, 2017 authorizing the issuance of the 2017C Bonds;

(w) "2019D Bonds" means the Municipality's Water System Revenue Bonds, Series 2019D, dated October 1, 2019; and

(x) "2019D Resolution" means a resolution adopted by the Governing Body on September 10, 2019 authorizing the issuance of the 2019D Bonds.

Section 2. Authorization of the Bonds and the Financial Assistance Agreement. For the purpose of paying the cost of the Project (including legal, fiscal, engineering and other expenses) and refunding a portion of the Prior Notes, there shall be borrowed on the credit of the income and revenue of the System up to the sum of \$44,756,287; and fully registered revenue bonds of the Municipality are authorized to be issued in evidence thereof and sold to the State of Wisconsin Safe Drinking Water Loan Program in accordance with the terms and conditions of the Financial Assistance Agreement, which is incorporated herein by this reference and the Mayor and City Clerk of the Municipality are hereby authorized, by and on behalf of the Municipality, to execute the Financial Assistance Agreement.

The Governing Body hereby determines that the refunding of the Prior Notes is advantageous and necessary to the Municipality.

Section 3. Terms of the Bonds. The Bonds shall be designated "Water System Revenue Bonds, Series 2020B" (the "Bonds"); shall be dated their date of issuance; shall be numbered one and upward; shall bear interest at the rate of 1.760% per annum; shall be issued in denominations of \$0.01 or any integral multiple thereof; and shall mature on the dates and in the amounts as set forth in Exhibit B of the Financial Assistance Agreement and in the Bond form attached hereto as Exhibit A as it is from time to time adjusted by the State of Wisconsin based upon the actual draws made by the Municipality. Interest on the Bonds shall be payable commencing on November 1, 2020 and semiannually thereafter on May 1 and November 1 of each year. The Bonds shall not be subject to redemption prior to maturity except as provided in the Financial Assistance Agreement.

The schedule of maturities of the Bonds is found to be such that the amount of annual debt service payments is reasonable in accordance with prudent municipal utility practices.

Section 4. Form, Execution, Registration and Payment of the Bonds. The Bonds shall be issued as registered obligations in substantially the form attached hereto as Exhibit A and incorporated herein by this reference.

The Bonds shall be executed in the name of the Municipality by the manual signatures of the Mayor and City Clerk, and shall be sealed with its official or corporate seal, if any.

The principal of, premium, if any, and interest on the Bonds shall be paid by the Municipal Treasurer, who is hereby appointed as the Municipality's Bond Registrar.

Both the principal of and interest on the Bonds shall be payable in lawful money of the United States of America by the Bond Registrar. Payment of principal of the final maturity on the Bond will be payable upon presentation and surrender of the Bond to the Bond Registrar. Payment of principal on the Bond (except the final maturity) and each installment of interest shall be made to the registered owner of each Bond who shall appear on the registration books of the Municipality, maintained by the Bond Registrar, on the Record Date and shall be paid by check or draft of the Municipality and mailed to such registered owner at his or its address as it appears on such registration books or at such other address may be furnished in writing by such registered owner to the Bond Registrar.

Section 5. Security for the Bonds. The Bonds, together with interest thereon, shall not constitute an indebtedness of the Municipality nor a charge against its general credit or taxing power. The Bonds, together with interest thereon, shall be payable only out of the Debt Service Fund hereinafter created and established, and shall be a valid claim of the registered owner or owners thereof only against such Debt Service Fund and the revenues of the System pledged to such fund, on a parity with the pledge granted to the holders of the Prior Bonds, and senior to the pledge granted to the owners of the Prior Notes. Sufficient revenues are hereby pledged to said Debt Service Fund, and shall be used for no other purpose than to pay the principal of, premium, if any, and interest on the Prior Bonds, the Bonds and any Parity Bonds and the Prior Notes as the same becomes due.

Section 6. Funds and Accounts. In accordance with the Act, for the purpose of the application and proper allocation of the revenues of the System, and to secure the payment of the principal of and interest on, first, the Prior Bonds, the Bonds and Parity Bonds, and second, the Prior Notes, certain funds of the System which were created and established by the 2017C Resolution are hereby further continued and shall be used solely for the following respective purposes:

- (a) Water System Operation and Maintenance Fund (the "Operation and Maintenance Fund"), which shall be used for the payment of Current Expenses.
- (b) Water System Revenue Bond and Interest Special Redemption Fund (the "Debt Service Fund"), which shall be used for the payment of the principal of, premium, if any, and interest on, first, the Prior Bonds, the Bonds and Parity Bonds, and second, to the payment of interest on the Prior Notes, as the same becomes due. The Reserve Account provided by the Prior Resolutions within the Debt Service Fund is not pledged to the payment of principal of or interest on the Bonds, and

moneys in the Reserve Account shall under no circumstances be used to pay principal of or interest on the Bonds.

- (c) Water System Depreciation Fund (the "Depreciation Fund"), which shall be used to provide a proper and adequate depreciation account for the System.
- (d) Water System Surplus Fund (the "Surplus Fund"), which shall first be used when necessary to meet requirements of the Operation and Maintenance Fund including the one month reserve, the Debt Service Fund including the Reserve Account, and the Depreciation Fund. Any money then remaining in the Surplus Fund at the end of any Fiscal Year may be used only as permitted and in the order specified in Section 66.0811(2), Wisconsin Statutes. Money thereafter remaining in the Surplus Fund may be transferred to any of the funds or accounts created herein.

Section 7. Application of Revenues. After the delivery of the Bonds, the Gross Earnings of the System shall be deposited as collected in the Revenue Fund and shall be transferred monthly to the funds listed below in the following order of priority and in the manner set forth below:

- (a) to the Operation and Maintenance Fund, in an amount equal to the estimated Current Expenses for such month and for the following month (after giving effect to available amounts in said Fund from prior deposits);
- (b) to the Debt Service Fund, an amount equal to one-sixth (1/6) of the next installment of interest coming due on the Prior Bonds, the Bonds and any Parity Bonds and the Prior Notes then outstanding and an amount equal to one-twelfth (1/12) of the installment of principal of the Prior Bonds, the Bonds and any Parity Bonds and Prior Notes coming due during such Bond Year (after giving effect to available amounts in said Fund from accrued interest, any premium or any other source, including for the Prior Notes, any expected refunding), and any amount required by the Prior Resolutions or a future resolution authorizing the issuance of additional Parity Bonds to fund the Reserve Account;
- (c) to the Depreciation Fund, an amount determined by the Governing Body to be sufficient to provide a proper and adequate depreciation account for the System; and
- (d) to the Surplus Fund, any amount remaining in the Revenue Fund after the monthly transfers required above have been completed.

Transfers from the Revenue Fund to the Operation and Maintenance Fund, the Debt Service Fund, the Depreciation Fund and the Surplus Fund shall be made monthly not later than the tenth day of each month, and such transfer shall be applicable to monies on deposit in the Revenue Fund as of the last day of the month preceding. Any other transfers and deposits to any fund required or permitted by subsection (a) through (d) of this Section, except transfers or deposits which are required to be made immediately or annually, shall be made on or before the tenth day of the month. Any transfer or deposit required to be made at the end of any Fiscal Year shall be made within sixty (60) days after the close of such Fiscal Year. If the tenth day of

any month shall fall on a day other than a business day, such transfer or deposit shall be made on the next succeeding business day.

It is the express intent and determination of the Governing Body that the amounts transferred from the Revenue Fund and deposited in the Debt Service Fund shall be sufficient in any event to pay the interest on the Prior Bonds, the Bonds and any Parity Bonds as the same accrues and the principal thereof as the same matures, and to fund the Reserve Account as required in connection with the Prior Bonds and any future bonds secured thereby.

Section 8. Deposits and Investments. The Debt Service Fund shall be kept apart from monies in the other funds and accounts of the Municipality and the same shall be used for no purpose other than the prompt payment of principal of and interest on the Prior Bonds, the Bonds and any Parity Bonds and the Prior Notes as the same becomes due and payable. All monies therein shall be deposited in special and segregated accounts in a public depository selected under Chapter 34, Wisconsin Statutes and may be temporarily invested until needed in legal investments subject to the provisions of Section 66.0603(1m), Wisconsin Statutes. The other funds herein created (except the Water System SDWLP Project Fund) may be combined in a single account in a public depository selected in the manner set forth above and may be temporarily invested until needed in legal investments subject to the provisions of Section 66.0603(1m), Wisconsin Statutes.

Section 9. Service to the Municipality. The reasonable cost and value of services rendered to the Municipality by the System by furnishing water services for public purposes shall be charged against the Municipality and shall be paid in monthly installments as the service accrues, out of the current revenues of the Municipality collected or in the process of collection, exclusive of the revenues derived from the System; that is to say, out of the tax levy of the Municipality made by it to raise money to meet its necessary current expenses. The reasonable cost and value of such service to the Municipality in each year shall be equal to an amount which, together with other revenues of the System, will produce in each Fiscal Year Net Revenues equivalent to not less than the annual principal and interest requirements on the Prior Bonds, the Bonds, any Parity Bonds and any other obligations payable from the revenues of the System then outstanding, times the greater of (i) 110% or (ii) the highest debt service coverage ratio required with respect to any obligations payable from revenues of the System then outstanding. However, such payment out of the tax levy shall be subject to (a) approval of the Public Service Commission, or successors to its function, if applicable, (b) yearly appropriations therefor, and (c) applicable levy limitations, if any; and neither this Resolution nor such payment shall be construed as constituting an obligation of the Municipality to make any such appropriation over and above the reasonable cost and value of the services rendered to the Municipality and its inhabitants or to make any subsequent payment over and above such reasonable cost and value.

Section 10. Operation of System; Municipality Covenants. It is covenanted and agreed by the Municipality with the owner or owners of the Bonds, and each of them, that the Municipality will perform all of the obligations of the Municipality as set forth in the Financial Assistance Agreement.

Section 11. Additional Bonds. The Bonds are issued on a parity with the Prior Bonds as to the pledge of revenues of the System. No bonds or obligations payable out of the revenues of the System may be issued in such manner as to enjoy priority over the Bonds. Additional obligations may be issued if the lien and pledge is junior and subordinate to that of the Bonds. Parity Bonds may be issued only under the following circumstances:

(a) Additional Parity Bonds may be issued for the purpose of completing the Project and for the purpose of financing costs of the Project which are ineligible for payment under the State of Wisconsin Safe Drinking Water Loan Program. However, such additional Parity Bonds shall be in an aggregate amount not to exceed 20% of the face amount of the Bonds; or

(b) Additional Parity Bonds may also be issued if all of the following conditions are met:

(1) The Net Revenues of the System for the Fiscal Year immediately preceding the issuance of such additional bonds must have been in an amount at least equal to the maximum annual interest and principal requirements on all bonds outstanding payable from the revenues of the System, and on the bonds then to be issued, times the greater of (i) 1.10 or (ii) the highest debt service coverage ratio to be required with respect to the Additional Parity Bonds to be issued or any other obligations payable from the revenues of the System then outstanding. Should an increase in permanent rates and charges, including those made to the Municipality, be properly ordered and made effective during the Fiscal Year immediately prior to the issuance of such additional bonds or during that part of the Fiscal Year of issuance prior to such issuance, then Net Revenues for purposes of such computation shall include such additional revenues as an independent certified public accountant, consulting professional engineer or the Wisconsin Public Service Commission may certify would have accrued during the prior Fiscal Year had the new rates been in effect during that entire immediately prior Fiscal Year.

(2) The payments required to be made into the funds enumerated in Section 6 of this Resolution must have been made in full.

(3) The additional bonds must have principal maturing on May 1 of each year and interest falling due on May 1 and November 1 of each year.

(4) The proceeds of the additional bonds must be used only for the purpose of providing extensions or improvements to the System, or to refund obligations issued for such purpose.

Section 12. Sale of Bonds. The sale of the Bonds to the State of Wisconsin Safe Drinking Water Loan Program for the purchase price of up to \$44,756,287 and at par, is ratified and confirmed; and the officers of the Municipality are authorized and directed to do any and all acts, including executing the Financial Assistance Agreement and the Bonds as hereinabove provided, necessary to conclude delivery of the Bonds to said purchaser, as soon after adoption

of this Resolution as is convenient. The purchase price for the Bonds shall be paid upon requisition therefor as provided in the Financial Assistance Agreement, and the officers of the Municipality are authorized to prepare and submit to the State requisitions and disbursement requests in anticipation of the execution of the Financial Assistance Agreement and the issuance of the Bonds.

Section 13. Application of Bond Proceeds. The proceeds of the sale of the Bonds shall be deposited by the Municipality into a special fund designated as "Water System SDWLP Project Fund." The Water System SDWLP Project Fund shall be used solely for the purpose of paying the costs of the Project and refunding expended proceeds of the Prior Notes as more fully described in the preamble hereof and in the Financial Assistance Agreement. Moneys in the Water System SDWLP Project Fund shall be disbursed within three (3) business days of their receipt from the State of Wisconsin and shall not be invested in any interest-bearing account.

Section 14. Amendment to Resolution. After the issuance of any of the Bonds, no change or alteration of any kind in the provisions of this Resolution may be made until all of the Bonds have been paid in full as to both principal and interest, or discharged as herein provided, except: (a) the Municipality may, from time to time, amend this Resolution without the consent of any of the owners of the Bonds, but only to cure any ambiguity, administrative conflict, formal defect, or omission or procedural inconsistency of this Resolution; and (b) this Resolution may be amended, in any respect, with a written consent of the owners of not less than two-thirds (2/3) of the principal amount of the Bonds then outstanding, exclusive of Bonds held by the Municipality; provided, however, that no amendment shall permit any change in the pledge of revenues derived from the System or the maturity of any Bond issued hereunder, or a reduction in the rate of interest on any Bond, or in the amount of the principal obligation thereof, or in the amount of the redemption premium payable in the case of redemption thereof, or change the terms upon which the Bonds may be redeemed or make any other modification in the terms of the payment of such principal or interest without the written consent of the owner of each such Bond to which the change is applicable.

Section 15. Defeasance. When all Bonds have been discharged, all pledges, covenants and other rights granted to the owners thereof by this Resolution shall cease. The Municipality may discharge all Bonds due on any date by irrevocably depositing in escrow with a suitable bank or trust company a sum of cash and/or bonds or securities issued or guaranteed as to principal and interest of the U.S. Government, or of a commission, board or other instrumentality of the U.S. Government, maturing on the dates and bearing interest at the rates required to provide funds sufficient to pay when due the interest to accrue on each of said Bonds to its maturity or, at the Municipality's option, if said Bond is prepayable to any prior date upon which it may be called for redemption, and to pay and redeem the principal amount of each such Bond at maturity, or at the Municipality's option, if said Bond is prepayable, at its earliest redemption date, with the premium required for such redemption, if any, provided that notice of the redemption of all prepayable Bonds on such date has been duly given or provided for.

Section 16. Rebate Fund. Unless the Bonds are exempt from the rebate requirements of the Internal Revenue Code of 1986, as amended (the "Code"), the Municipality shall establish and maintain, so long as the Bonds and any Parity Bonds are outstanding, a separate account to be known as the "Rebate Fund." The sole purpose of the Rebate Fund is to provide for the

payment of any rebate liability with respect to the Bonds under the relevant provisions of the Code and the Treasury Regulations promulgated thereunder (the "Regulations"). The Rebate Fund shall be maintained by the Municipality until all required rebate payments with respect to the Bonds have been made in accordance with the relevant provisions of the Code and the Regulations.

The Municipality hereby covenants and agrees that it shall pay to the United States from the Rebate Fund, at the times and in the amounts and manner required by the Code and the Regulations, the portion of the "rebate amount" (as defined in Section 1.148-3(b) of the Regulations) that is due as of each "computation date" (within the meaning of Section 1.148-3(e) of the Regulations). As of the date of this Resolution, the provisions of the Regulations specifying the required amounts of rebate installment payments and the time and manner of such payments are contained in Sections 1.148-3(f) and (g) of the Regulations, respectively. Amounts held in the Rebate Fund and the investment income therefrom are not pledged as security for the Bonds or any Parity Bonds and may only be used for the payment of any rebate liability with respect to the Bonds.

The Municipality may engage the services of accountants, attorneys or other consultants necessary to assist it in determining the rebate payments, if any, owed to the United States with respect to the Bonds. The Municipality shall maintain or cause to be maintained records of determinations of rebate liability with respect to the Bonds for each computation date until six (6) years after the retirement of the last of the Bonds. The Municipality shall make such records available to the State of Wisconsin upon reasonable request therefor.

Section 17. Resolution a Contract. The provisions of this Resolution shall constitute a contract between the Municipality and the owner or owners of the Bonds, and after issuance of any of the Bonds no change or alteration of any kind in the provisions of this Resolution may be made, except as provided in Section 14, until all of the Bonds have been paid in full as to both principal and interest. The owner or owners of any of the Bonds shall have the right in addition to all other rights, by mandamus or other suit or action in any court of competent jurisdiction, to enforce such owner's or owners' rights against the Municipality, the Governing Body thereof, and any and all officers and agents thereof including, but without limitation, the right to require the Municipality, its Governing Body and any other authorized body, to fix and collect rates and charges fully adequate to carry out all of the provisions and agreements contained in this Resolution.

Section 18. Continuing Disclosure. The officers of the Municipality are hereby authorized and directed, if requested by the State of Wisconsin, to provide to the State of Wisconsin Safe Drinking Water Loan Program and to such other persons or entities as directed by the State of Wisconsin such ongoing disclosure regarding the Municipality's financial condition and other matters, at such times and in such manner as the Safe Drinking Water Loan Program may require, in order that securities issued by the Municipality and the State of Wisconsin satisfy rules and regulations promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended and as it may be amended from time to time, imposed on brokers and dealers of municipal securities before the brokers and dealers may buy, sell, or recommend the purchase of such securities.

Section 19. Redemption of the Prior Notes. The Governing Body hereby calls the Prior Notes for redemption on July 10, 2020 or as soon as practicable thereafter. The Governing Body directs its officers and agents to cause a notice of redemption, in substantially the form attached hereto as Exhibit B, to be mailed by registered or certified mail, overnight express delivery, facsimile transmission, electronic transmission or in any other manner, to the registered owners of the Prior Notes not less than thirty (30) days nor more than sixty (60) days prior to the date of redemption.

Section 20. Conflicting Resolutions. All ordinances, resolutions (other than the Prior Resolutions), or orders, or parts thereof heretofore enacted, adopted or entered, in conflict with the provisions of this Resolution, are hereby repealed and this Resolution shall be in effect from and after its passage. In case of any conflict between this Resolution and the Prior Resolutions, the Prior Resolutions shall control as long as any of the respective Prior Bonds are outstanding.

Passed: June 9, 2020

Approved: June 9, 2020

Katie Rosenberg
Mayor

Attest:

Leslie M. Kremer
City Clerk

EXHIBIT A

(Form of Municipal Obligation)

REGISTERED
NO. _____

UNITED STATES OF AMERICA
STATE OF WISCONSIN
MARATHON COUNTY
CITY OF WAUSAU

REGISTERED
\$ _____

WATER SYSTEM REVENUE BOND, SERIES 2020B

Final
Maturity Date

May 1, 2040

Date of
Original Issue

_____, 20__

REGISTERED OWNER: STATE OF WISCONSIN SAFE DRINKING WATER LOAN
PROGRAM

FOR VALUE RECEIVED the City of Wausau, Marathon County, Wisconsin (the "Municipality") hereby acknowledges itself to owe and promises to pay to the registered owner shown above, or registered assigns, solely from the fund hereinafter specified, the principal sum of an amount not to exceed _____ DOLLARS (\$ _____) (but only so much as shall have been drawn hereunder, as provided below) on May 1 of each year commencing May 1, 2023 until the final maturity date written above, together with interest thereon (but only on amounts as shall have been drawn hereunder, as provided below) from the dates the amounts are drawn hereunder or the most recent payment date to which interest has been paid, at the rate of 1.760% per annum, calculated on the basis of a 360-day year made up of twelve 30-day months, such interest being payable on the first days of May and November of each year, with the first interest being payable on November 1, 2020.

The principal amount evidenced by this Bond may be drawn upon by the Municipality in accordance with the Financial Assistance Agreement entered by and between the Municipality and the State of Wisconsin by the Department of Natural Resources and the Department of Administration including capitalized interest transferred (if any). The principal amounts so drawn shall be repaid in installments on May 1 of each year commencing on May 1, 2023 in an amount equal to an amount which when amortized over the remaining term of this Bond plus current payments of interest (but only on amounts drawn hereunder) at One and 760/1000ths percent (1.760%) per annum shall result in equal annual payments of the total of principal and the semiannual payments of interest. The State of Wisconsin Department of Administration shall record such draws and corresponding principal repayment schedule on a cumulative basis in the format shown on the attached Schedule A.

Both principal and interest hereon are hereby made payable to the registered owner in lawful money of the United States of America. On the final maturity date, principal of this Bond shall be payable only upon presentation and surrender of this Bond at the office of the Municipal Treasurer. Principal hereof (except the final maturity) and interest hereon shall be payable by electronic transfer or by check or draft dated on or before the applicable payment date and mailed from the office of the Municipal Treasurer to the person in whose name this Bond is registered at the close of business on the fifteenth day of the calendar month next preceding such interest payment date.

The Bonds shall not be redeemable prior to their maturity, except with the consent of the registered owner.

This Bond is transferable only upon the books of the Municipality kept for that purpose at the office of the Municipal Treasurer, by the registered owner in person or its duly authorized attorney, upon surrender of this Bond, together with a written instrument of transfer (which may be endorsed hereon) satisfactory to the Municipal Treasurer, duly executed by the registered owner or its duly authorized attorney. Thereupon a replacement Bond shall be issued to the transferee in exchange therefor. The Municipality may deem and treat the person 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 interest hereof and for all other purposes. This Bond is issuable solely as a negotiable, fully-registered bond, without coupons, and in denominations of \$0.01 or any integral multiple thereof.

This Bond is issued for the purpose of providing for the payment of the cost of constructing improvements to the Water System of the Municipality and refunding obligations of the Municipality issued for that purpose, pursuant to Article XI, Section 3, of the Wisconsin Constitution, Section 66.0621, Wisconsin Statutes, and a resolution adopted June 9, 2020, and entitled: "Resolution Authorizing the Issuance and Sale of Up to \$44,756,287 Water System Revenue Bonds, Series 2020B, and Providing for Other Details and Covenants With Respect Thereto" and is payable only from the income and revenues of the Water System of the Municipality (the "Utility"). The Bonds are issued on a parity with the Municipality's Water System Revenue Bonds, Series 2017C, dated December 5, 2017 and Water System Revenue Bonds, Series 2019D, dated October 1, 2019, and senior to the Municipality's Water System and Sewer System Revenue Bond Anticipation Notes, Series 2020A, dated March 26, 2020, as to the pledge of income and revenues of the Utility. This Bond does not constitute an indebtedness of said Municipality within the meaning of any constitutional or statutory debt limitation or provision.

It is hereby certified, recited and declared that all acts, conditions and things required to exist, happen, and be performed precedent to and in the issuance of this Bond have existed, have happened and have been performed in due time, form and manner as required by law; and that sufficient of the income and revenue to be received by said Municipality from the operation of its Utility has been pledged to and will be set aside into a special fund for the payment of the principal of and interest on this Bond.

IN WITNESS WHEREOF, the Municipality has caused this Bond to be signed by the signatures of its Mayor and City Clerk, and its corporate seal to be impressed hereon, all as of the date of original issue specified above.

CITY OF WAUSAU,
WISCONSIN

(SEAL)

By: _____
Katie Rosenberg
Mayor

By: _____
Leslie M. Kremer
City Clerk

(Form of Assignment)

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

(Please print or typewrite name and address, including zip code, of Assignee)

Please insert Social Security or other identifying number of Assignee

the within Bond and all rights thereunder, hereby irrevocably constituting and appointing

Attorney to transfer said Bond on the books kept for the registration thereof with full power of substitution in the premises.

Dated: _____

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

Signature(s) guaranteed by

SCHEDULE A

\$44,756,287

CITY OF WAUSAU, WISCONSIN
WATER SYSTEM REVENUE BONDS, SERIES 2020B

[illegible]

SCHEDULE A (continued)

PRINCIPAL REPAYMENT SCHEDULE

<u>Date</u>	<u>Principal Amount</u>
May 1, 2023	\$2,135,003.16
May 1, 2024	2,172,579.22
May 1, 2025	2,210,816.61
May 1, 2026	2,249,726.99
May 1, 2027	2,289,322.18
May 1, 2028	2,329,614.25
May 1, 2029	2,370,615.46
May 1, 2030	2,412,338.29
May 1, 2031	2,454,795.45
May 1, 2032	2,497,999.85
May 1, 2033	2,541,964.65
May 1, 2034	2,586,703.22
May 1, 2035	2,632,229.20
May 1, 2036	2,678,556.43
May 1, 2037	2,725,699.03
May 1, 2038	2,773,671.33
May 1, 2039	2,822,487.95
May 1, 2040	2,872,163.73

EXHIBIT B

NOTICE OF CALL*

Regarding

CITY OF WAUSAU
MARATHON COUNTY, WISCONSIN
WATER SYSTEM AND SEWER SYSTEM
REVENUE BOND ANTICIPATION NOTES, SERIES 2020A
DATED MARCH 26, 2020

NOTICE IS HEREBY GIVEN that the Notes of the above-referenced issue which mature on the date and in the amount; bears interest at the rate; and has a CUSIP No. as set forth below has been called for prior payment on July 10, 2020 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>
04/01/2022	\$5,105,000	1.00%	943377AB7

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 10, 2020.

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 10, 2020. 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 10, 2020 and to the MSRB electronically through the Electronic Municipal Market Access (EMMA) System website at www.emma.msrb.org.



411 East Wisconsin Avenue
Suite 2350
Milwaukee, Wisconsin 53202-4426
414.277.5000
Fax 414.271.3552
www.quarles.com

Attorneys at Law in
Chicago
Indianapolis
Madison
Milwaukee
Minneapolis
Naples
Phoenix
Scottsdale
Tampa
Tucson

June 3, 2020

VIA EMAIL AND UPS

Ms. Maryanne A. Groat
Finance Director/Treasurer
City of Wausau
407 Grant Street
Wausau, WI 54403

Re: Bond Resolution - \$44,756,287 City of Wausau Water System Revenue Bonds,
Series 2020B (Safe Drinking Water Loan) (the "Revenue Bonds")

Dear Maryanne:

Enclosed for consideration at the June 9, 2020 Common Council meeting is a draft of a **Resolution** authorizing the execution of the Financial Assistance Agreement and the issuance of the Revenue Bonds to the State of Wisconsin Safe Drinking Water Loan Program. A copy of the draft Financial Assistance Agreement provided by DNR should be distributed to the Common Council along with the Resolution. Please let me know at your earliest convenience if you have any changes or comments to the Resolution.

If you have not already done so, please include this Resolution on the agenda for the meeting. Please then post the agenda in at least three public places and provide it to the official newspaper of the City (or if the City has no official newspaper, to a news medium likely to give notice in the area) and to any other requesting media at least twenty-four hours prior to the meeting (see Section 19.84(1)(b), Wisconsin Statutes). **If the meeting will be a virtual meeting, please be sure to include on the agenda and the notices the dial-in number or other information necessary for the public and the media to access and monitor the meeting.** The enclosed **Certificate of Compliance with Open Meeting Law** must be completed in connection with the meeting at which this Resolution is adopted.

Unless the Common Council has adopted special rules regarding the adoption of borrowing resolutions, a vote of at least a majority of the members of the Common Council is necessary to adopt this Resolution. We have enclosed an **Excerpts of Minutes** form for you to complete which records the vote on the Resolution.

Ms. Maryanne A. Groat
June 3, 2020
Page 2

We are also enclosing a **Municipal Information Questionnaire and Tax Matters Questionnaire**. Please review, correct, if necessary, complete and return them to us.

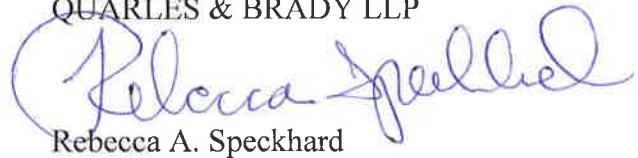
Please return two executed copies of the Resolution, and one copy of the Excerpts of Minutes, the Certificate of Compliance with Open Meeting Law and the Questionnaires to us by an overnight delivery service immediately after the meeting so that we receive them no later than Monday, June 15. A copy of the Resolution should be incorporated into the minutes of the June 9, 2020 meeting.

Finally, we are enclosing a **Notice** regarding the adoption of the resolution authorizing the issuance and sale of the Revenue Bonds which you should provide to the City's official newspaper to be published as a class 1 notice as soon as possible after adoption of the Resolution. Please forward an Affidavit of Publication (which must be signed by a representative of the newspaper) for the Notice to us once it has been published.

If you have any questions regarding these documents or any other matter, please do not hesitate to call me at (414) 277-5761.

Very truly yours,

QUARLES & BRADY LLP



Rebecca A. Speckhard

RAS:TAB

Enclosures

#940025.00060

cc: Ms. Leslie M. Kremer (w/enc. via email)
Ms. Mary Goede (w/enc. via email)
Anne Jacobson, Esq. (w/enc. via email)
Mr. Eric Lindman (w/enc. via email)
Mr. Stephen Opatik (w/enc. via email)
Ms. Susan Wojtkiewicz (w/enc. via email)
Mr. Philip Cosson (w/enc. via email)
Mr. Brian Roemer (w/enc. via email)
Mr. David R. Erdman (w/enc. via email)
Ms. Katherine C. Miller (w/enc. via email)
Mr. Andrew Behm (w/enc. via email)
Ms. Becky Scott (w/enc. via email)
Ms. Tracy A. Berrones (w/enc. via email)



TO: Wausau Waterworks Commission

FROM: Eric Lindman, P.E.
Director of Public Works & Utilities

DATE: June 2, 2020

SUBJECT: Financial Assistance Agreement (FAA) – DWTF Safe Drinking Water Fund Loan

The DWTF project was bid in February 2020. There were three bidders for the project CD Smith, Market & Johnson and Miron Construction. Miron Construction was low bidder for the project. The construction bids came in less than the estimate. The Commission approved the project for award to include the base bid along with the add alternates. The project was awarded to Miron Construction.

The Public Service Commission (PSC) completed their rate analysis as requested by the utility. The new rates have been published and it is a proposed step increase, first to take place on July 1, 2020 and the second to take place on January 1, 2021. The utility will request another rate analysis beginning in August 2021. This rate review and result will likely be completed by the PSC in early 2022.

The final step in the process for this project is the formal approval of the FAA, this is the document prepared by the DOA, WDNR and City's Bond Counsel that outlines the total amount of borrowing needed to complete this project and sets forth the city's obligations related to the borrowing.

This project will be funded through the WDNR Environmental Loan Program, which will provide a federally subsidized loan with very favorable interest rates for the utility and the users. The financial analysis and water rate increases will provide for debt coverage of this project as well as our projected 5-year capital borrowing projects and puts the utility in a much more secure and financially favorable position. Below is a summary of the cost of the project as it relates to the initial budget established in 2018.

Drinking Water Treatment Facility Project Cost to Budget Comparison		
Professional Engineering Costs		
Facilities Plan		\$119,000.00
Amend 1	Pilot Study	\$66,000.00
Amend 2	Extend Pilot/Prelim & Final Design	\$2,227,775.00
Amend 3	Construction Services	\$2,210,350.00
Amend 4	Application Engineering (DWTF)	\$705,000.00
Engineering Total (thru Construction & Start-up) =		\$5,328,125.00

Construction Costs	
Construction Base Bid	\$31,036,434.00
Add Alternates	\$6,919,100.23
Construction Bid Total Awarded =	\$37,955,534.23
Construction Budget	\$35,671,875.00

Other Project Cost Allocations	
City-Purchased IT Equipment	\$50,000.00
City Purchased IT Asset Management Software	\$50,000.00
Loan Closing Cost	\$25,000.00
Other Project Cost Total =	\$125,000.00

Total Awarded Project =	\$43,408,659.23
Principal Forgiveness =	(\$500,000.00)
SDW Loan Contingency (DNR Mandate) =	\$1,897,777.00

Total Loan Amount =	\$44,806,436.23	FAA Amount Approval
----------------------------	------------------------	----------------------------

Original Project Budget (2018) =	\$40,900,000.00
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Total Contract Amount Obligated (No Contingency) =	\$42,908,659.23
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ATTACHMENT #1

Safe Drinking Water Loan Program Project No. 4930-09
City of Wausau
Construct new WTP including clearwells and transmission
Financial Assistance Agreement – Closing Schedule

By May 15, 2020:

- Department of Natural Resources (DNR) project manager distributes Financial Assistance Agreement (FAA) to Department of Administration (DOA) for review.

By June 2, 2020:

- Quarles & Brady distributes draft Municipal Obligation Resolution and other bond documents to the City of Wausau and DOA for review. Project manager mails FAA to municipality.

On June 9, 2020:

- Municipality holds properly noticed meeting at which time:
 1. Municipal Obligation Resolution is adopted.
 2. Bond related documents are signed by municipal officials.
 3. DNR FAA is signed by municipal officials.

*NOTE: Most documents must be signed by Highest Elected Official & Clerk/Secretary and some documents must have municipal seal applied. **Do not sign any Exhibits.***

By June 10, 2020 VIA OVERNIGHT DELIVERY:

- 1. Municipality scans FAA signature page and sends via e-mail to Quarles & Brady and DNR project manager Becky Scott.
 2. Municipality returns FAA via overnight delivery to Quarles & Brady.
 3. Municipality delivers signed & sealed Resolution & other bond documents via overnight delivery to Quarles & Brady.

By June 22, 2020:

- Quarles & Brady sends final signed and sealed bond documents and legal opinion to DOA.

June 24, 2020:

- Loan Closing Day. Quarles & Brady contacts DOA to confirm closing and DOA wire transfers the first disbursement to municipal bank account.

Safe Drinking Water Loan Program Project No. 4930-09
City of Wausau
Construct new WTP including clearwells and transmission
Financial Assistance Agreement Summary
Distribution Sheet

FINANCIAL ASSISTANCE INFO

Total Project Amount: \$46,396,462

Principal Forgiveness Amount: \$500,000

Net SDWLP Loan Amount: \$44,756,287

CWFP Loan Funding: \$1,140,175

Pledge: Water Revenue

Lien Priority: Senior Parity

Composite Interest Rate: 1.760%

DOCUMENT INFO

Date of Municipal Obligation Resolution – June 9, 2020

CLOSING INFO

Refinancing: None on first disbursement - \$1,025,000 will be included on 2nd disbursement request

Estimated Reimbursement: \$1,351,935.44

DISTRIBUTION

Department of Natural Resources

Becky Scott
Bureau of Community Financial Assistance
101 South Webster Street, 2nd Floor
PO Box 7921
Madison, WI 53707-7921
608-267-7584
rebecca.scott@wisconsin.gov

Municipality

Katie Rosenberg
City of Wausau
407 Grant Street
Wausau, WI 54403
715-261-6800
mayor@ci.wausau.wi.us

Municipal Bond Counsel

Rebecca Speckhard
Quarles & Brady, LLP
411 East Wisconsin Ave, Suite 2400
Milwaukee, WI 53202-4426
414-277-5413
rebecca.speckhard@quarles.com

Department of Administration

Katherine Miller
State of Wisconsin DOA Capital Finance Office
101 East Wilson Street, 10th Floor
PO Box 7864
Madison, WI 53707-7864
608-266-2305
katherinec.miller@wisconsin.gov

Engineering Firm

Susan Wojtkiewicz
Donohue & Associates
3311 Weeden Creek Road
Sheboygan, WI 53081
715-790-6624
swojtkiewicz@donohue-associates.com

Financial Advisor

Brian Roemer
Ehlers, Inc.
N21W23350 Ridgeway Parkway West, Suite 100
Waukesha, WI 53188
262-796-6178
broemer@ehlers-inc.com

State of Wisconsin
Department of Natural Resources
Bureau of Community Financial Assistance
101 South Webster Street
PO Box 7921
Madison, Wisconsin 53707-7921

Financial Assistance Agreement
Safe Drinking Water Loan Program
Form 8700-214 rev 04/20

STATE OF WISCONSIN SAFE DRINKING WATER LOAN PROGRAM
FINANCIAL ASSISTANCE AGREEMENT WITH PRINCIPAL FORGIVENESS

STATE OF WISCONSIN
DEPARTMENT OF NATURAL RESOURCES
DEPARTMENT OF ADMINISTRATION

and

CITY OF WAUSAU

\$45,256,287 With up to \$500,000 PRINCIPAL FORGIVENESS

FINANCIAL ASSISTANCE AGREEMENT

Dated as of June 24, 2020

This constitutes a **Financial Assistance Agreement** under the State of Wisconsin's Safe Drinking Water Loan Program. This agreement is awarded pursuant to ss. 281.59 and 281.61, Wis. Stats. The purpose of this agreement is to award financial assistance from the Safe Drinking Water Loan Program. This agreement also discloses the terms and conditions of this award.

This agreement is only effective when signed by authorized officers of the municipality, the State of Wisconsin Department of Natural Resources, and the State of Wisconsin Department of Administration.

The Department of Natural Resources and the Department of Administration may rescind or terminate this agreement if the municipality fails to comply with the terms and conditions contained within. Any determination or certification made in this agreement by the Department of Natural Resources or the Department of Administration is made solely for the purpose of providing financial assistance under the Safe Drinking Water Loan Program.

Municipal Identification No. 37291
Safe Drinking Water Loan Program Project No. 4930-09

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EXHIBIT H	LIST OF FEDERAL LAWS AND AUTHORITIES

WITNESSETH:

WHEREAS, this is a FINANCIAL ASSISTANCE AGREEMENT (the "FAA"), dated June 24, 2020, between the STATE OF WISCONSIN Safe Drinking Water Loan Program (the "SDWLP"), by the Department of Natural Resources (the "DNR") and the Department of Administration (the "DOA"), acting under authority of ss. 281.59 and 281.61, Wis. Stats., as amended (the "Statute"), and the City of Wausau, a municipality within the meaning of the Statute, duly organized and existing under the laws of the State of Wisconsin (the "Municipality"); and

WHEREAS, the United States, pursuant to the Federal Safe Drinking Water Act Amendments of 1996 (the "Act"), requires each state to establish a drinking water revolving loan fund to be administered by an instrumentality of the state before the state may receive capitalization grants for eligible projects from the United States Environmental Protection Agency (the "EPA"), or any successor which may succeed to the administration of the program established by the Act; and

WHEREAS, the State of Wisconsin, pursuant to the Statute, Wis. Stats., established the SDWLP to be used in part for purposes of the Act; and

WHEREAS, the State of Wisconsin, pursuant to s. 25.43, Wis. Stats., established a State of Wisconsin Environmental Improvement Fund which includes the SDWLP; and

WHEREAS, DNR and DOA have the joint responsibility to provide SDWLP financial assistance to municipalities for the construction of eligible drinking water projects, all as set forth in the Statute; and

WHEREAS, the Municipality submitted to DNR an application for financial assistance (the "Application") for a project (the "Project"), and DNR has approved the Application, and determined the Application meets DNR criteria for Project eligibility established in applicable state statutes and regulations; and

WHEREAS, DNR determined that the Municipality and the Project are not ineligible for financial assistance under s. 281.61(2g), Wis. Stats.; and

WHEREAS, DOA determined the SDWLP will provide financial assistance to the Municipality by making a loan (the "Loan") pursuant to s. 281.59(9), Wis. Stats., for the purposes of that subsection and providing principal forgiveness; and

WHEREAS, the Municipality pledged the security, if any, required by DOA, and the Municipality demonstrated to the satisfaction of DOA the financial capacity to ensure sufficient revenues to operate and maintain the Project for its useful life and to pay debt service on the obligations it issues for the Project; and

WHEREAS, the Municipality certifies to the SDWLP that it has created a dedicated source of revenue, for repayment of the Municipal Obligations; and

WHEREAS, the Municipality obtained DNR approval of facility plans or engineering reports and Plans and Specifications for the Project, subject to the provisions of applicable State environmental standards set forth in law, rules, and regulations;

NOW, THEREFORE, in consideration of the promises and of the mutual representations, covenants, and agreements herein set forth, the SDWLP and the Municipality, each binding itself, its successors, and its assigns, do mutually promise, covenant, and agree as follows:

ARTICLE I
DEFINITIONS; RULES OF INTERPRETATION

Section 1.01. Definitions The following capitalized terms as used in this FAA shall have the following meanings:

"Act" means the federal Safe Drinking Water Act, 42 U.S.C. 300f to 300j-26.

"Application" means the written application of the Municipality dated July 1, 2019, for financial assistance under the Statute.

"Bonds" means bonds or notes issued by the State pursuant to the General Resolution, all or a portion of the proceeds of which shall be applied to make the Loan.

"Business Day" means any day on which State offices are open to conduct business.

"Code" means the Internal Revenue Code of 1986, as amended, and any successor provisions.

"CWFP" means the State of Wisconsin Clean Water Fund Program, established pursuant to ss. 281.58 and 281.59, Wis. Stats., and managed and administered by DNR and DOA.

"DNR" means the State of Wisconsin Department of Natural Resources and any successor entity.

"DOA" means the State of Wisconsin Department of Administration and any successor entity.

"EPA" means the United States Environmental Protection Agency or any successor entity that may succeed to the administration of the program established by the Act.

"FAA" means this Financial Assistance Agreement.

"Final Completion" means the Project construction is complete, DNR or agents thereof have certified that the Project was constructed according to DNR approved Plans and Specifications and that the facilities are operating according to design, and DNR has completed all necessary Project closeout procedures.

"Financial Assistance" means any proceeds provided under this Financial Assistance Agreement in the form of a Loan of which part of the Loan principal will be forgiven.

"Financial Assistance Agreement" means this Financial Assistance Agreement between the SDWLP by DNR, DOA, and the Municipality, as the same may be amended from time to time in accordance with Section 6.04 hereof.

"General Resolution" means the Program Resolution for State of Wisconsin Environmental Improvement Fund Revenue Obligations adopted by the State of Wisconsin Building Commission, as such may from time to time be amended or supplemented by Series Resolutions or Supplemental Resolutions in accordance with the terms and provisions of the General Resolution.

"Loan" means the loan or loans made by the SDWLP to the Municipality of which a portion of the principal will be forgiven pursuant to this FAA.

"Loan Disbursement Table" means the table, the form of which is included as Exhibit C hereto, with columns for inserting the following information for the portion of the Loan which is to be repaid with interest:

- (a) amount of each disbursement,
- (b) date of each disbursement,
- (c) the series of Bonds from which each disbursement is made,

- (d) principal amounts repaid, and
- (e) outstanding principal balance.

"Municipal Obligation Counsel Opinion" means the opinion of counsel satisfactory to DOA, issued in conjunction with the Municipal Obligations, stating that:

- (a) the FAA and the performance by the Municipality of its obligations thereunder have been duly authorized by all necessary actions by the governing body of the Municipality, and the FAA has been duly executed and delivered by the Municipality;
- (b) the Municipal Obligations have been duly authorized, executed, and delivered by the Municipality and sold to the SDWLP;
- (c) each of the FAA and the Municipal Obligations constitutes a legal, valid, and binding obligation of the Municipality, enforceable against the Municipality in accordance with its respective terms (provided that enforceability thereof may be subject to bankruptcy, insolvency, reorganization, moratorium, and other similar laws affecting creditors' rights heretofore or hereafter enacted to the extent constitutionally applicable and that its enforcement may also be subject to the exercise of judicial discretion in appropriate cases);
- (d) the Municipal Obligations constitute special obligations of the Municipality secured as to payment of principal, interest, and redemption price by the pledged revenues as set forth therein;
- (e) interest on the Municipal Obligations is not included in gross income of the owners thereof for federal income taxation purposes under existing laws, regulations, rulings, and judicial decisions;
- (f) the Municipal Obligations are not "arbitrage bonds" within the meaning of Section 148 of the Code and the arbitrage regulations; and
- (g) the Municipal Obligations are not "private activity bonds" as defined in Section 141(a) of the Code.

"Municipal Obligation Resolution" means that action taken by the governing body of the Municipality authorizing the issuance of the Municipal Obligations.

"Municipal Obligations" means the bonds or notes issued and delivered by the Municipality to the SDWLP, a specimen copy of which is included in the Municipal Obligations transcript in exchange for the portion of the Loan which is not subject to Principal Forgiveness.

"Municipality" means City of Wausau, a "local governmental unit" within the meaning of the Statute, duly organized and existing under the laws of the State, and any successor entity.

"Parity Obligations" means the Municipality's \$4,815,000 Water System Revenue Bonds, Series 2017 C, dated December 5, 2017; the Municipality's \$2,695,000 Water System Revenue Bonds, Series 2019 D, dated October 1, 2019; and any other obligations issued on a parity with the Municipal Obligations pursuant to the restrictive provisions of Section 11 of the Municipal Obligation Resolution.

"Plans and Specifications" means the Project design plans and specifications assigned No. W-2019-0639, dated March 27, 2020 and W-2019-0640, dated March 27, 2020, that have been approved by DNR, as the same may be amended or modified from time to time in accordance with this FAA.

"Principal Forgiveness" means Financial Assistance received in the form of forgiveness of a portion of the Loan principal pursuant to the Act, Regulations, and this FAA of which no repayment thereof shall be required except as may be required per the Act, Statute, Regulations, or this FAA. The amount of principal forgiveness available for this Project as of the date of this FAA is \$500,000. The applicable percentage of principal forgiveness for this Project, as shown on the Final Funding List, is 30%.

"Progress payments" means payments for work in place and materials or equipment that have been delivered or are stockpiled in the vicinity of the construction site. This includes payments for undelivered specifically manufactured equipment if: (1) designated in the specifications, (2) could not be readily utilized or diverted to another job, and (3) a fabrication period of more than 6 months is anticipated.

"Project" means the project assigned SDWLP Project No. 4930-09 by DNR, described in the Project Manager Summary Page (Exhibit F), and further described in the DNR approval letter(s) for the Plans and Specifications, or portions thereof, issued under s. 281.41, Wis. Stats.

"Project Costs" means the costs of the Project that are eligible for financial assistance from the SDWLP under the Statute, which are allowable costs under the Regulations, which have been incurred by the Municipality, an estimate of which is set forth in Exhibit A hereto and made a part hereof.

"Regulations" means chs. NR 108, NR 150, NR 151, NR 166, NR 809, NR 810, and NR 811, Wis. Adm. Code, the regulations of DNR, and ch. Adm. 35, Wis. Adm. Code, the regulations of DOA, adopted pursuant to and in furtherance of the Statute, as such may be adopted or amended from time to time.

"SDWLP" means the State of Wisconsin Safe Drinking Water Loan Program, established pursuant to the Statute and managed and administered by DNR and DOA.

"Series Resolution" or "Supplemental Resolution" shall have the meaning set forth in the General Resolution.

"State" means the State of Wisconsin.

"Statute" means ss. 281.59 and 281.61, Wis. Stats., as amended.

"Substantial Completion" means the date on which construction of the Project is sufficiently complete in accordance with the contract documents so that the owner can occupy and utilize the Project for its intended use.

"Trustee" means the trustee appointed by the State pursuant to the General Resolution and any successor trustee.

"Use of American Iron and Steel" means the requirements for using American iron and steel as mandated under EPA's Drinking Water State Revolving Fund program.

"User Fees" means fees charged or to be charged to users of the Project or the Water System of which the Project is a part pursuant to the Water Rates or otherwise.

"Water Diversion Permit" means a DNR permit issued to the Municipality under s. 30.18(2), Wis. Stats., to divert water from a stream or lake in Wisconsin.

"Water Rates" means a charge or system of charges levied on users of a water system for the user's proportional share of the revenue requirement of a water system which consists of operation and maintenance expenses, depreciation, taxes, and return on investment.

"Water System" means all structures, conduits, and appurtenances by means of which water is delivered to consumers, except piping and fixtures inside buildings served and service pipes from buildings to street mains.

Section 1.02. Rules of Interpretation Unless the context clearly indicates to the contrary, the following rules shall apply to the context of this FAA:

- (a) Words importing the singular number shall include the plural number and vice versa, and one gender shall include all genders.
- (b) All references herein to particular articles or sections are references to articles or sections of this FAA.
- (c) The captions and headings herein are solely for convenience of reference and shall not constitute a part of this FAA, nor shall they affect its meaning, construction, or effect.
- (d) The terms "hereby", "hereof", "hereto", "herein", "hereunder", and any similar terms as used in this FAA refer to the FAA in its entirety and not the particular article or section of this FAA in which they appear. The term "hereafter" means after and the term "heretofore" means before the date of delivery of this FAA.
- (e) All accounting terms not otherwise defined in this FAA have the meanings assigned to them in accordance with generally accepted accounting principles, and all computations provided for herein shall be made in accordance with generally accepted accounting principles.

ARTICLE II
REPRESENTATIONS

Section 2.01. Representations of the SDWLP The SDWLP represents and warrants as follows:

- (a) The State is authorized to issue the Bonds in accordance with the Statute and the General Resolution and to use the proceeds thereof to provide funds for the Financial Assistance provided to the Municipality to undertake and complete the Project.
- (b) The SDWLP has complied with the provisions of the Statute and has full power and authority to execute and deliver this FAA, consummate the transactions contemplated hereby, and perform its obligations hereunder.
- (c) The SDWLP is not in violation of any of the provisions of the Constitution or laws of the State which would affect its powers referred to in the preceding paragraph (b).
- (d) Pursuant to the Statute, the SDWLP is authorized to execute and deliver the FAA, and to take actions and make determinations that are required of the SDWLP under the terms and conditions of the FAA.
- (e) The execution and delivery by the SDWLP of this FAA and the consummation of the transactions contemplated by this FAA shall not violate any indenture, mortgage, deed of trust, note, agreement, or other contract or instrument to which the State is a party, or by which it is bound, or, to the best of the SDWLP's knowledge, any judgment, decree, order, statute, rule, or regulation applicable to the SDWLP; all consents, approvals, authorizations, and orders of governmental or regulatory authorities that are required for the consummation of the transactions contemplated thereby have been obtained.
- (f) To the knowledge of the SDWLP, there is no action, suit, proceeding, or investigation, at law or in equity, before or by any court, public board, or body, threatened against, pending, or affecting the SDWLP, or, to the knowledge of the SDWLP, any basis therefore, wherein an unfavorable decision, ruling, or finding would adversely affect the transactions contemplated hereby or which, in any way, could adversely affect the validity of this FAA or any agreement or instrument to which the State is a party and which is used or contemplated for use in consummation of the transactions contemplated by each of the foregoing.
- (g) The Project is on the DNR funding list for the 2020 state fiscal year.

Section 2.02. Representations of the Municipality The Municipality represents, covenants, and warrants as follows:

- (a) The Municipality possesses the legal municipal form of a city under ch. 62, Wis. Stats. The Municipality is located within the State and is a "municipality" within the meaning of the Statute, duly organized and existing under the laws of the State, and has full legal right, power, and authority to:
 - (1) conduct its business and own its properties,
 - (2) enter into this FAA,
 - (3) adopt the Municipal Obligation Resolution,
 - (4) issue and deliver the Municipal Obligations to the SDWLP as provided herein, and
 - (5) carry out and consummate all transactions contemplated by each of the aforesaid documents.
- (b) The Municipality is in compliance with its Water Diversion Permit (if any).

(c) With respect to the issuance of the Municipal Obligations, the Municipality has complied with the Municipal Obligation Resolution and with all applicable laws of the State.

(d) The governing body of the Municipality has duly approved the execution and delivery of this FAA and the issuance and delivery of the Municipal Obligations in the aggregate principal amount of \$44,756,287 and authorized the taking of any and all action as may be required on the part of the Municipality and its authorized officers to carry out, give effect to, and consummate the transactions contemplated by each of the foregoing.

(e) This FAA and the Municipal Obligations have each been duly authorized, executed, and delivered, and constitute legal, valid, and binding obligations of the Municipality, enforceable in accordance with their respective terms.

(f) To the knowledge of the Municipality, there is no action, suit, proceeding, inquiry, or investigation, at law or in equity, before or by any court, public board, or body, threatened against, pending, or affecting the Municipality, or to the knowledge of the Municipality any basis therefor:

(1) affecting the creation, organization, or existence of the Municipality or the title of its officers to their respective offices;

(2) seeking to prohibit, restrain, or enjoin the execution of this FAA or the issuance or delivery of the Municipal Obligations;

(3) in any way contesting or affecting the validity or enforceability of the Municipal Obligation Resolution, the Municipal Obligations, this FAA, or any agreement or instrument relating to any of the foregoing or used or contemplated for use in the consummation of the transactions contemplated by this FAA; or

(4) wherein an unfavorable decision, ruling, or finding could adversely affect the transactions contemplated hereby or by the Municipal Obligation Resolution or the Municipal Obligations.

(g) The Municipality is not in any material respect in breach of or in default under any applicable law or administrative regulation of the State or the United States, any applicable judgment or decree, or any agreement or other instrument to which the Municipality is a party, or by which it or any of its properties is bound, and no event has occurred that, with the passage of time, the giving of notice, or both, could constitute such a breach or default. The execution and delivery of this FAA, the issuance and delivery of the Municipal Obligations, the adoption of the Municipal Obligation Resolution, and compliance with the respective provisions thereof shall not conflict with, or constitute a breach of or default under, any applicable law or administrative regulation of the State or of the United States, any applicable judgment or decree, or any agreement or other instrument to which the Municipality is a party, or by which it or any of its property is bound.

(h) The Municipal Obligations constitute validly-issued, legally-binding special obligations of the Municipality secured as set forth therein.

(i) The resolutions of the Municipality accepting the Financial Assistance and the Municipal Obligation Resolution have been duly adopted by the Municipality and remain in full force and effect as of the date hereof.

(j) The Municipality has full legal right and authority and all necessary permits, licenses, easements, and approvals (other than such permits, licenses, easements, or approvals that are not by their nature obtainable prior to Substantial Completion of the Project) required as of the

date hereof to own the Project, carry on its activities relating thereto, undertake and complete the Project, and carry out and consummate all transactions contemplated by this FAA.

(k) The Municipality represents that it has not made any commitment or taken any action that shall result in a valid claim for any finders' or similar fees or commitments in respect to the issuance and sale of the Municipal Obligations and the making of the Loan under this FAA.

(l) The Project is eligible under s. 281.61(2), Wis. Stats., for financing from the SDWLP, and the Project Costs are equal to or in excess of the principal amount of the Municipal Obligations. The Project has satisfied the requirements of the State Environmental Review Procedures contained in the Regulations. Portions of the Project that are ineligible for financing from the SDWLP are listed within the Project Manager Summary Page attached hereto as Exhibit F. The Municipality intends the Project to be eligible under the Statute throughout the term of this FAA.

(m) All amounts shown in Exhibit A of this FAA are costs of a Project eligible for financial assistance from the SDWLP under the Statute. All proceeds of any borrowing of the Municipality that have been spent and which are being refinanced with the proceeds of the Financial Assistance made hereunder have been spent on eligible Project Costs. All Project Costs are reasonable, necessary, and allocable by the Municipality to the Project under generally accepted accounting principles. None of the proceeds of the Financial Assistance shall be used directly or indirectly by the Municipality as working capital or to finance inventory, as opposed to capital improvements.

(n) The Project is in compliance with all applicable federal, state, and local laws and ordinances (including rules and regulations) relating to zoning, building, safety, and environmental quality. The Municipality shall comply with and complete all requirements of DNR necessary to commence construction of the Project. The Municipality intends to proceed with due diligence to complete the Project pursuant to Section 4.04 hereof.

(o) The Municipality does not intend to lease the Project or enter into a long-term contract for operation of the Project except as set forth in Exhibit D.

(p) The Municipality shall not take or omit to take any action which action or omission shall in any way cause the proceeds of the Bonds to be applied in a manner contrary to that provided in the General Resolution.

(q) The Municipality has not taken and shall not take any action, and presently knows of no action that any other person, firm, or corporation has taken or intends to take, that would cause interest on the Municipal Obligations to be includable in the gross income of the owners of the Municipal Obligations for federal income tax purposes. The representations, certifications, and statements of reasonable expectation made by the Municipality as referenced in the Municipal Obligation Counsel Opinion and No Arbitrage Certificate are hereby incorporated by this reference as though fully set forth herein.

(r) Other than (1) "preliminary expenditures" as used in Treas. Regs. 26 CFR 1.150-2 in an amount not exceeding 20% of the principal amount of the Municipal Obligations, or (2) an amount not exceeding the lesser of \$100,000 or 5% of the principal amount of the Municipal Obligations, all of the proceeds of the Bonds loaned to the Municipality (other than refunding proceeds, if any) shall be used for Project Costs paid by the Municipality subsequent to a date which is 60 days prior to the date on which the Municipality adopted a reimbursement resolution pursuant to Treas. Regs. 26 CFR 1.150-2 stating its intent to reimburse other funds of the Municipality used to finance the Project, or subsequent to the issuance date of the Municipal Obligations.

- (s) The Municipality represents that it has satisfied all the applicable requirements in ss. 281.61(3), (4), (5), and (8m), Wis. Stats., and ch. NR 166, Wis. Adm. Code.
- (t) The Municipality has adopted a rate, charge, or assessment schedule that will generate annually sufficient revenue to pay the principal of and interest on the Municipal Obligations.
- (u) The Municipality is in substantial compliance with all conditions, requirements, and terms of financial assistance previously awarded through any federal construction grants program, the SDWLP, or the CWFP.
- (v) The Municipality has met all terms and conditions contained within and received DNR approval for the Municipality's Plans and Specifications for the Project described in the definitions hereof.
- (w) The Municipality represents that it submitted to DNR a bid tabulation for the Project with a recommendation to DNR for review and concurrence. The expected Substantial Completion date of the Project is August 12, 2022.
- (x) The Municipality acknowledges that s. 281.59(11)(b), Wis. Stats., and the General Resolution provide that, if the Municipality fails to repay the Loan when due, the State shall recover amounts due the SDWLP by deducting those amounts from any State payments due the Municipality. State aids information is available on the Wisconsin Department of Revenue's website at <https://www.revenue.wi.gov/Pages/Report/shared-revenue-state.aspx>, and the Wisconsin Department of Transportation's website at <https://wisconsindot.gov/Pages/doing-bus/local-gov/astnce-pgms/highway/gta.aspx>.
- The Municipality acknowledges that ss. 281.59(11)(b) and 70.60, Wis. Stats., and the General Resolution provide that, if the Municipality fails to repay the Loan when due, the State shall recover amounts due the SDWLP by adding a special charge to the amount of taxes apportioned to and levied upon the county in which the Municipality is located.
- (y) The Municipality acknowledges that the State reserves the right upon default by the Municipality hereunder to have a receiver appointed to collect User Fees from the operation of the Municipality's Water System or, in the case of a joint utility system, to bill the users of the Municipality's Water System directly.
- (z) The representations of the Municipality in the Application are true and correct as of the date of this FAA and are incorporated herein by reference as if fully set forth in this place.
- (aa) There has been no material adverse change in the financial condition or operation of the Municipality or the Project since the submission date of the Application.
- (bb) The Municipality submitted a water rate application to the Public Service Commission. This water rate application is for Water Rates that shall generate sufficient revenues, together with other funds available to the Municipality, to pay all costs of operating and maintaining the facilities of the Municipality's entire Water System, in accordance with this FAA. The Municipality implemented the Water Rates upon the Wisconsin Public Service Commission's approval of the rate order.
- (cc) The Municipality acknowledges that it is eligible to receive Financial Assistance in the form of a Loan of \$45,256,287 with Principal Forgiveness of \$500,000 for payment of Project Costs.

ARTICLE III
LOAN PROVISIONS

Section 3.01. Loan Clauses

(a) Subject to the conditions and in accordance with the terms of this FAA, the SDWLP hereby agrees to make the Loan and the Municipality agrees to accept the Loan. As evidence of the portion of the Loan made to the Municipality remaining subsequent to the Principal Forgiveness, the Municipality hereby agrees to sell to the SDWLP Municipal Obligations in the aggregate principal amount of \$44,756,287. The SDWLP shall pay for the Municipal Obligations in lawful money of the United States, which shall be disbursed as provided in this FAA.

(b) Prior to disbursement, Loan proceeds shall be held by the SDWLP or by the Trustee for the account of the SDWLP. Earnings on undisbursed Loan proceeds shall be for the account of the SDWLP. Loan proceeds shall be disbursed only upon submission by the Municipality of disbursement requests and approval thereof as set forth in Section 3.05 hereof.

(c) The Loan shall bear interest at the rate of one and 760/1000ths percent (1.760%) per annum, and interest shall accrue and be payable only on Loan principal amounts actually disbursed on the Municipal Obligations from the date of disbursement until the date such amounts are repaid or forgiven.

(d) Disbursements of Financial Assistance shall generally be made: first, in the form of a Loan disbursement on the Municipal Obligations, which must be at least 5% of the Municipal Obligation amount or \$50,000, whichever is less; second in the form of Loan disbursements that include the applicable percentage of Principal Forgiveness up to \$500,000; and third, if the Principal Forgiveness cap has been reached, in the form of Loan disbursements on the Municipal Obligations. Principal Forgiveness will be applied at the time of Loan disbursement.

(e) The Municipal Obligation shall include the Loan Disbursement Table (Exhibit C). The actual dates of disbursements shall be reflected as part of the Municipal Obligations. DOA shall make entries as each disbursement is made and as each principal amount is repaid; the SDWLP and the Municipality agree that such entries shall be mutually binding.

(f) Upon Final Completion of the Project, DOA may request that the Municipality issue substitute Municipal Obligations in the aggregate principal amount equal to the outstanding principal balance of the Municipal Obligations.

(g) The Municipality shall deliver, or cause to be delivered, a Municipal Obligation Counsel Opinion to the SDWLP concurrently with the delivery of the Municipal Obligations.

Section 3.02. Municipal Obligations Amortization Principal and interest payments on the Municipal Obligations shall be due on the dates set forth in Exhibit B of this FAA. The payment amounts shown on Exhibit B are for informational purposes only and assume the full amount of the Municipal Obligations is disbursed and that the full amount of Principal Forgiveness available is applied to the Loan on June 24, 2020. It is understood that the actual amount of the Municipality's Municipal Obligations payments shall be based on the actual date and amount of disbursements on the Municipal Obligations. Notwithstanding the foregoing or anything in the Municipal Obligations, the Municipal Obligations shall be for no longer than twenty (20) years from the date of this FAA and shall mature and be fully amortized not later than twenty (20) years after the original issue date of the Municipal Obligations. Repayment of principal on the Municipal Obligations shall begin not later than twelve (12) months after the expected or actual Substantial Completion date of the Project.

Section 3.03. Type of Municipal Obligation and Security The Municipality's obligation to meet annual debt service requirements on the Municipal Obligations shall be a revenue obligation evidenced by

issuance of revenue bonds pursuant to s. 66.0621, Wis. Stats. The security for the Municipality's obligation shall be a pledge of revenues to be derived from the Municipality's Water System, and the Municipality shall agree that, if revenues from the Water System are insufficient to meet annual debt service requirements, the Municipality shall purchase water services in amounts sufficient to meet annual debt service requirements as provided in and set forth in Section 9 of the Municipal Obligation Resolution. The annual revenues net of all current expenses shall be equal to not less than the annual principal and interest requirements on the Municipal Obligations, any Parity Obligations, and any other debt obligations payable from the revenues of the Water System then outstanding, times the greater of (i) 110 percent or (ii) the highest debt service coverage ratio required with respect to any Parity Obligations, or any other debt obligations payable from the revenues of the Water System then outstanding. As of the date of this FAA, the required debt service coverage ratio is 125 percent; however, this percentage is subject to change as outlined in the prior sentence. The Municipal Obligations are also secured as provided in Section 3.07 hereof.

Section 3.04. Sale and Redemption of Municipal Obligations

- (a) Municipal Obligations may not be prepaid without the prior written consent of the SDWLP. The SDWLP has sole discretion to withhold such consent.
- (b) The Municipality shall pay all costs and expenses of the SDWLP in effecting the redemption of the Bonds to be redeemed with the proceeds of the prepayment of the Municipal Obligations. Such costs and expenses may include any prepayment premium applicable to the SDWLP and any investment losses incurred or sustained by the SDWLP resulting directly or indirectly from any such prepayment.
- (c) Subject to subsection (a), the Municipality may prepay the Municipal Obligations with any settlements received from any third party relating to the design or construction of the Project.
- (d) Prepayments of the Municipal Obligations shall be applied pro rata to all maturities of the Municipal Obligations.

Section 3.05. Disbursement of Financial Assistance

- (a) Under this FAA, Financial Assistance shall be drawn in the order specified in Section 3.01(d) of this document.
- (b) Each disbursement request shall be delivered to DNR. Each request must contain invoices or other evidence acceptable to DNR and DOA that Project Costs for which disbursement is requested have been incurred by the Municipality.
- (c) The SDWLP, through its agents or Trustee, plans to make disbursements of Financial Assistance on a semimonthly basis upon approval of each disbursement request by DNR and DOA. Such approval by DNR and DOA may require adjustment and corrections to the disbursement request submitted by the Municipality. The Municipality shall be notified whenever such an adjustment or correction is made by DNR or DOA.
- (d) Disbursements made to the Municipality are subject to pre- and post-payment adjustments by DNR or DOA.
 - (1) If the Financial Assistance is not yet fully disbursed, and SDWLP funds were previously disbursed for costs not eligible for SDWLP funding or not eligible under this FAA, the SDWLP shall make necessary adjustments to future disbursements.
 - (2) If the Financial Assistance is fully disbursed, including disbursements for any costs not eligible for SDWLP funding or not eligible under this FAA, the Municipality agrees to

repay to the SDWLP an amount equal to the non-eligible costs within 60 days of notification by DNR or DOA. The SDWLP shall then apply the amount it receives as a Loan prepayment or as a recovery of a Loan disbursement with Principal Forgiveness (if there is no outstanding Loan principal balance available to which the recovery may be applied).

(e) The SDWLP or its agent shall disburse Financial Assistance only to the Municipality's account by electronic transfer of funds. The Municipality hereby covenants that it shall take actions and provide information necessary to facilitate these transfers.

(f) Disbursement beyond ninety-five percent (95%) of the Financial Assistance, unless otherwise agreed to by DNR and DOA pursuant to a written request from the Municipality, may be withheld until:

(1) DNR is satisfied that the Project has been completed in accordance with the Plans and Specifications, and DNR has approved all change orders relating to the Project;

(2) the Municipality certifies to DNR its acceptance of the Project from its contractors;

(3) the Municipality certifies in writing to DNR its compliance with applicable Federal requirements (certification must be as prescribed on Exhibit G);

(4) the Municipality furnishes reports and provides data and such other information as SDWLP may require prior to Project closeout;

(5) the Municipality implements water rates that will generate pledged revenues which meet the required debt service coverage ratio in Section 3.03 on the Bonds and Parity Obligations and provides documentation to DOA demonstrating that this requirement is met; and

(6) DNR certifies in writing to DOA the Municipality's compliance with all applicable requirements of this FAA.

(g) Treas. Regs. 26 CFR § 1.148-6(d)(1)(iii) applies to project expenditures; it states, in part, "An issuer must account for the allocation of proceeds to expenditures not later than 18 months after the later of the date the expenditure is paid or the date the project, if any, that is financed by the issue is placed in service".

Section 3.06. Remedies

(a) If the Municipality:

(1) or any authorized representative is not complying with federal or state laws, regulations, or requirements relating to the Project, and following due notice by DNR the Project is not brought into compliance within a reasonable period of time; or

(2) is not complying with or is in violation of any provision set forth in this FAA; or

(3) is not in compliance with the Statute or the Regulations;

then DNR may, until the Project is brought into compliance or the FAA non-compliance is cured to the satisfaction of DNR or DOA, impose one (1) or more of the following sanctions:

(i) Progress payments or disbursements otherwise due the Municipality of up to 20% may be withheld.

(ii) Project work may be suspended.

(iii) DNR may request a court of appropriate jurisdiction to enter an injunction or afford other equitable or judicial relief as the court finds appropriate.

(iv) Other administrative remedies may be pursued.

(b) If the Municipality fails to make any payment when due on the Municipal Obligations or fails to observe or perform any other covenant, condition, or agreement on its part under this FAA for a period of thirty (30) days after written notice is given to the Municipality by DNR, specifying the default and requesting that it be remedied, the SDWLP is provided remedies by law and this FAA. These remedies include, but are not limited to, the following rights:

(1) Pursuant to s. 281.59(11)(b), Wis. Stats., DOA shall place on file a certified statement of all amounts due the SDWLP under this FAA. DOA may collect all amounts due the SDWLP by deducting those amounts from any State payments due the Municipality or adding a special charge to the amount of taxes apportioned to and levied upon the county in which the Municipality is located under s. 70.60, Wis. Stats.

(2) The SDWLP may, without giving bond to the Municipality or anyone claiming under it, have a receiver appointed for the SDWLP's benefit of the Project and the Municipality's Water System and of the earnings, income, rents, issues, and profits thereof, with such powers as the court making such appointment shall confer. The Municipality hereby irrevocably consents to such appointment.

(3) In the case of a joint utility system, the SDWLP may bill the users of the Municipality's system directly.

(4) The SDWLP may declare the principal amount of the Municipal Obligations immediately due and payable.

(5) The SDWLP may enforce any right or obligation under this FAA, including the right to seek specific performance or mandamus, whether such action is at law or in equity.

(6) The SDWLP may increase the interest rate set forth in Section 3.01 hereof to the market interest rate as defined in the Statute and Regulations.

Section 3.07. Security for the Municipal Obligations In accordance with the terms of the Municipal Obligation Resolution:

(a) as security for the Municipal Obligations, the Municipality hereby pledges the revenue to be derived from the Municipality's Water Rates (which is a dedicated source of revenue); and

(b) other than as already pledged to the outstanding Parity Obligations, the Municipality shall not pledge the revenues, except as provided in Section 11 of the Municipal Obligation Resolution, to be derived from the Municipality's Water Rates or other revenues pledged under Section 3.07(a) above, to any person other than the SDWLP, unless the revenues pledged to such other person meet the highest debt coverage ratio then applicable to the Municipality.

Section 3.08. Effective Date and Term This FAA shall become effective upon its execution and delivery by the parties hereto, shall remain in full force and effect from such date, and shall expire on such date as the Municipal Obligations shall be discharged and satisfied in accordance with the provisions thereof.

ARTICLE IV
CONSTRUCTION OF THE PROJECT

Section 4.01. Insurance The Municipality agrees to maintain property and liability insurance for the Water System and Project that is reasonable in amount and coverage and that is consistent with prudent municipal insurance practices for the term of this FAA. The Municipality agrees to provide written evidence of insurance coverage to the SDWLP upon request at any time during the term of this FAA.

In the event the Water System or Project is damaged or destroyed, the Municipality agrees to use the proceeds from its insurance coverage either to repay the Loan or to repair or replace the Water System.

Section 4.02. Construction of the Project The Municipality shall construct the Project, or cause it to be constructed, to Final Completion in accordance with the Application and the Plans and Specifications. The Municipality shall proceed with the acquisition and construction of the Project in conformity with law and with all applicable requirements of governmental authorities having jurisdiction with respect thereto, subject to such modifications of Plans and Specifications that alter the cost of the Project, use of space, Project scope, or functional layout, as may be previously approved by DNR.

Section 4.03. Performance Bonds The Municipality shall provide, or cause to be provided, performance bonds assuring the performance of the work to be performed under all construction contracts entered into with respect to the Project. All performance bonds required hereunder shall be issued by independent surety companies authorized to transact business in the State.

Section 4.04. Completion of the Project

(a) The Municipality agrees that it shall undertake and complete the Project for the purposes and in the manner set forth in this FAA and in accordance with all federal, state, and local laws, ordinances, and regulations applicable thereto. The Municipality shall, with all practical dispatch and in a sound and economical manner, complete or cause to be completed the acquisition and construction of the Project and do all other acts necessary and possible to entitle it to receive User Fees with respect to the Project at the earliest practicable time. The Municipality shall obtain all necessary approvals from any and all governmental agencies prior to construction which are requisite to the Final Completion of the Project.

(b) The Municipality shall notify DNR of the Substantial Completion of the Project. The Municipality shall cause to be prepared as-built plans for the Project at or prior to completion thereof.

(c) The Municipality shall take and institute such proceedings as shall be necessary to cause and require all contractors and material suppliers to complete their contracts diligently and in accordance with the terms of the contracts including, without limitation, the correcting of defective work.

(d) Upon Final Completion of the Project in accordance with the Plans and Specifications, the Municipality shall:

- (1) certify to DNR its acceptance of the Project from its contractors, subject to claims against contractors and third parties;
- (2) complete and deliver to DNR the completed Contract Utilization of Disadvantaged Business Enterprises (DBE) form attached hereto as Exhibit E of this FAA;
- (3) prepare and deliver to DNR the completed Federal Requirements Compliance Certification attached hereto as Exhibit G of this FAA; and

- (4) obtain all required permits and authorizations from appropriate authorities for operation and use of the Project.

Section 4.05. Payment of Additional Project Costs

(a) In the event of revised eligibility determinations, cost overruns, and amendments exceeding the Financial Assistance amount, the SDWLP may allocate additional financial assistance to the Project. The allocation of additional financial assistance may be in the form of a loan at less than the market interest rate, which is established pursuant to the Statute and Regulations. The allocation of additional financial assistance shall depend upon availability of funds pursuant to the Statute and the Regulations.

(b) In the event this Financial Assistance is not sufficient to pay the costs of the Project in full, the Municipality shall nonetheless complete the Project and pay that portion of the Project Costs as may be in excess of available Financial Assistance, and shall not be entitled to any reimbursement therefor from the SDWLP, or the owners of any bonds, except from the proceeds of additional financing which may be provided by the SDWLP pursuant to an amended FAA or through a separate FAA.

Section 4.06. No Warranty Regarding Condition, Suitability, or Cost of Project Neither the SDWLP, DOA, DNR, nor the Trustee makes any warranty, either express or implied, as to the Project or its condition, or that it shall be suitable for the Municipality's purposes or needs, or that the Financial Assistance shall be sufficient to pay the costs of the Project. Review or approval of engineering reports, facilities plans, Plans and Specifications, or other documents, or the inspection of Project construction by DNR, does not relieve the Municipality of its responsibility to properly plan, design, build, and effectively operate and maintain the Project as required by laws, regulations, permits, and good management practices. DNR or its representatives are not responsible for increased costs resulting from defects in the Plans and Specifications or other Project documents. Nothing in this section prohibits a Municipality from requiring more assurances, guarantees, indemnity, or other contractual requirements from any party performing Project work.

ARTICLE V COVENANTS

Section 5.01. Application of Financial Assistance The Municipality shall apply the proceeds of the Financial Assistance solely to Project Costs.

Section 5.02. Operation and Maintenance After completion of the Project, the Municipality shall:

- (a) at all times operate the Project or otherwise cause the Project to be operated properly and in a sound and economical manner, including proper training of personnel;
- (b) maintain, preserve, and keep the Project or cause the Project to be maintained, preserved, and kept in good repair, working order, and condition; and
- (c) periodically make, or cause to be made, all necessary and proper repairs, replacements, and renewals so that at all times the operation of the Project may be properly conducted in a manner that is consistent with the Project performance standards contained in the Application and the requirements of the Water Diversion Permit (if any). The Municipality shall not, without the approval of DNR, discontinue operation of, sell, or otherwise dispose of the Water System, except for portions of the Water System sold or otherwise disposed of in the course of ordinary repair and replacement of parts so long as this FAA is outstanding.

Section 5.03. Compliance with Law At all times during construction of the Project and operation of the Water System, the Municipality shall comply with all applicable federal, state, and local laws, ordinances, rules, regulations, permits, and approvals, including, without limitation, the Statute, the Regulations, and the Water Diversion Permit (if any), and with this FAA.

Section 5.04. Public Ownership The Municipality shall at all times retain ownership of the Project and the Water System of which it is a part.

Section 5.05. Establishment of Project Accounts; Audits

- (a) The Municipality shall maintain Project accounts in accordance with generally accepted accounting principles (GAAP), including standards relating to the reporting of infrastructure assets and directions issued by the SDWLP. Without any request the Municipality shall furnish to DOA as soon as available, and in any event within one hundred eighty (180) days after the close of each fiscal year, a copy of the audit report for such year and accompanying GAAP-based financial statements for such period, as examined and reported by such independent certified public accountants of recognized standing selected by the Municipality and reasonably satisfactory to DOA, whose reports shall indicate that the accompanying financial statements have been prepared in conformity with GAAP and include standards relating to the reporting of infrastructure assets.
- (b) The Municipality shall maintain a separate account that reflects the receipt and expenditure of all SDWLP funds for the Project. All Financial Assistance shall be credited promptly upon receipt thereof and shall be reimbursement for or expended only for Project Costs. The Municipality shall: permit any authorized representative of DNR or DOA, or agents thereof, the right to review or audit all records relating to the Project or the Financial Assistance; produce, or cause to be produced, all records relating to any work performed under the terms of this FAA for examination at such times as may be designated by any of them or their authorized representatives; permit extracts and copies of the Project records to be made by them or their authorized representatives; and fulfill information requests by them or their authorized representatives.

Section 5.06. Records The Municipality shall retain all files, books, documents, and records relating to construction of the Project for at least three years following the date of Final Completion of the Project, or

for longer periods if necessary due to any appeal, dispute, or litigation. All other files and records relating to the Project shall be retained so long as this FAA remains in effect. As-built plans for the Project shall be retained for the useful life of the Project.

Section 5.07. Project Areas The Municipality shall permit representatives of DNR access to the Project and related records at all reasonable times, include provisions in all contracts permitting such access during construction and operation of the Water System, and allow extracts and copies of Project records to be made by DNR representatives.

Section 5.08. Engineering Inspection The Municipality shall provide competent and adequate inspection of all Project construction under the direction of a professional engineer licensed in the State. The Municipality shall direct such engineer to inspect work necessary for the construction of the Project and to determine whether such work has been performed in accordance with the Plans and Specifications. Any such work not in accordance with the Plans and Specifications shall be remedied, unless such noncompliance is waived by DNR.

Section 5.09. Tax Covenants

(a) The Municipality covenants and agrees that it shall not take any action, or omit to take any action, which action or omission would result in the loss of the exclusion of the interest on any Municipal Obligations now or hereafter issued from gross income for purposes of federal income taxation as that status is governed by Section 103(a) of the Code or any successor provision.

(b) The Municipality shall not take any action, or omit to take any action, which action or omission would cause its Municipal Obligations to be "private activity bonds" within the meaning of Section 141(a) of the Code or any successor provision.

(c) The Municipality shall not directly or indirectly use, or permit the use of, any proceeds of the Bonds (or amounts replaced with such proceeds) or any other funds, or take any action, or omit to take any action, which use or action or omission would cause the Bonds to be "arbitrage bonds" within the meaning of Section 148(a) of the Code or any successor provision. The Municipality hereby further covenants to ensure that all amounts actually received by such Municipality from the SDWLP are advanced within three Business Days to the entity submitting the invoice (or to reimburse the Municipality) to which each amount relates, and that all amounts actually received by such Municipality from the SDWLP shall not be invested in any interest-bearing account.

(d) The Municipality shall not use (directly or indirectly) the proceeds of the Bonds in any manner that would constitute an "advance refunding" within the meaning of Section 149(d)(5) of the Code or any successor provision. Without limiting the foregoing, any proceeds of the Bonds used to repay interim or other prior financing of project costs will be applied within three Business Days to the payment of principal of such financing.

Section 5.10. User Fee Covenant

(a) The Municipality hereby certifies that it has adopted and shall charge User Fees with respect to the Project in accordance with applicable laws and the Statute and in amounts such that revenues of the Municipality with respect to the Project shall be sufficient, together with other funds available to the Municipality for such purposes, to pay all costs of operating and maintaining the Project in accordance with this FAA and to pay all amounts due under this FAA and the Municipal Obligations.

(b) The Municipality covenants that it shall adopt, and adequately maintain for the design life of the Project, a system of User Fees with respect to the Project. The Municipality covenants

that it shall annually, until substantial completion of the project is reached, review and charge User Fees with respect to the Project, and thereafter from time to time revise and charge User Fees with respect to the Project, such that the revenues and funds described in paragraph (a) shall be sufficient to pay the costs described in paragraph (a) throughout the useful life of the Project.

(c) The Municipality covenants that it shall adopt, and adequately maintain for the design life of the Project, a system of User Fees with respect to the Project. The Municipality covenants that it shall, from time to time, revise and charge User Fees with respect to the Project such that the revenues and funds described in paragraph (a) shall be sufficient to pay the costs described in paragraph (a).

Section 5.11. Notice of Impaired System The Municipality shall promptly notify DNR and DOA in the case of: any material damage to or destruction of the Project or any part thereof; any actual or threatened proceedings for the purpose of taking or otherwise affecting by condemnation, eminent domain, or otherwise, all or a part of the Water System; or any action, suit, or proceeding at law or in equity, or by or before any governmental instrumentality or agency, or any other event which may impair the ability of the Municipality to construct the Project, operate the Water System, or set and collect User Fees as set forth in Section 5.10.

Section 5.12. Hold Harmless The Municipality shall save, keep harmless, and defend DNR and DOA, and all their officers, employees, and agents, against any and all liability, claims, and costs of whatever kind and nature for injury to or death of any person or persons and for loss or damage to any property occurring in connection with or in any way incident to or arising out of the construction, occupancy, use, service, operation, or performance of work in connection with the Project, or acts or omissions of the Municipality's employees, agents, or representatives.

Section 5.13. Nondiscrimination Covenant

(a) In connection with the Project, the Municipality agrees to comply with fair employment practices pursuant to subchapter II of ch. 111, Wis. Stats. This provision shall include, but is not limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Municipality agrees to post in conspicuous places, available for employees and applicants for employment, notices setting forth the provision of the nondiscrimination clause.

(b) The Municipality shall incorporate the following provision into all Project contracts which have yet to be executed: "In connection with the performance of work under this contract, the contractor agrees not to discriminate against any employee or applicant because of age, race, religion, color, handicap, sex, physical condition, developmental disability, or national origin. The contractor further agrees to comply with fair employment practices pursuant to subchapter II of ch. 111, Wis. Stats. This provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor further agrees to take affirmative action to ensure equal employment opportunities for persons with disabilities. The contractor agrees to post in conspicuous places, available for employees and applicants for employment, notices setting forth the provisions of the nondiscrimination clause."

Section 5.14. Employees The Municipality or its employees or agents are not employees or agents of the DNR or DOA for any purpose including worker's compensation.

Section 5.15. Adequate Funds The Municipality shall have sufficient funds available to repay the Municipal Obligations. The Municipality shall have sufficient funds available when construction of the

Project is completed to ensure effective operation and maintenance of the Project for purposes constructed.

Section 5.16. Management The Municipality shall provide and maintain competent and adequate management, supervision, and inspection at the construction site to ensure that the completed work conforms to the Plans and Specifications. The Municipality shall furnish progress reports and such other information as DNR may require.

Section 5.17. Reimbursement Any payment of Financial Assistance to the Municipality in excess of the amount determined by final audit to be due the Municipality shall be reimbursed to DOA within 60 days after DNR or DOA provides a notice of overpayment.

Section 5.18. Unpaid User Fees The Municipality shall, to the fullest extent permitted by law, take all actions necessary to certify any unpaid User Fees to the county treasurer in order that such unpaid User Fees shall be added as a special charge to the property tax bill of the user.

Section 5.19. Rebates The Municipality agrees to pay to the SDWLP any refunds, rebates, credits, or other amounts received for Project Costs for which disbursement of funds has already been made by the SDWLP. The SDWLP shall then apply the amount it receives as a Loan prepayment or as a recovery of a Loan disbursement with Principal Forgiveness (if there is no outstanding principal balance for the Project).

Section 5.20. Maintenance of Legal Existence

(a) Except as provided in par. (b), the Municipality shall maintain its legal existence and shall not dissolve or otherwise dispose of all or substantially all of its assets and shall not consolidate with or merge into another legal entity.

(b) A Municipality may consolidate with or merge into any other legal entity, dissolve or otherwise dispose of all of its assets or substantially all of its assets, or transfer all or substantially all its assets to another legal entity (and thereafter be released of all further obligation under this FAA and the Municipal Obligations) if:

(1) the resulting, surviving, or transferee legal entity is a legal entity established and duly existing under the laws of Wisconsin;

(2) such resulting, surviving, or transferee legal entity is eligible to receive financial assistance under the Statute;

(3) such resulting, surviving, or transferee legal entity expressly assumes in writing all of the obligations of the Municipality contained in this FAA and the Municipal Obligations and any other documents the SDWLP deems reasonably necessary to protect its environmental and credit interests; and

(4) the SDWLP consents in writing to such transaction, which consent may be withheld in the absolute discretion of the SDWLP.

Section 5.21. Wage Rate Requirements The Municipality represents that it shall comply with Section 1450(e) of the Act (41 USC 300j-9(e)), which requires that all laborers and mechanics employed by contractors and subcontractors funded directly by, or assisted in whole or in part with, funding under this Loan shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor (DOL) in accordance with subchapter IV of chapter 31 of title 40, United States Code.

Section 5.22. Use of American Iron and Steel The Municipality agrees to comply with requirements for Use of American Iron and Steel contained in Public Law 115-270 for products used in the Project that are made primarily of iron and/or steel.

Section 5.23. Federal Single Audit At the time of signing of this FAA, the funds awarded to the Municipality for this Project are considered to be subject to federal single audit requirements, but such consideration may change subsequent to the FAA if any changes are made to federal single audit requirements applicable to municipalities. To the extent applicable, the Municipality shall comply with the audit requirements of Title 2 U.S. Code of Federal Regulations Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Rewards (Uniform Guidance). For auditor's reference, the SDWLP Project falls under Catalog of Federal Domestic Assistance number 66.468.

Section 5.24. Federal Equivalency Project The Municipality covenants that the Project shall comply with federal requirements applicable to activities supported with federal funds, a list of which is included as Exhibit H of this FAA.

ARTICLE VI
MISCELLANEOUS

Section 6.01. Notices All notices, certificates, or other communications hereunder shall be sufficiently given, and shall be deemed given, when hand delivered or mailed by registered or certified mail, postage prepaid, return receipt requested to the addresses set forth below:

- (a) DEPARTMENT OF ADMINISTRATION
OFFICE OF CAPITAL FINANCE
SAFE DRINKING WATER LOAN PROGRAM
101 EAST WILSON STREET 10TH FLOOR
MADISON WI 53702-0004
OR
PO BOX 7864
MADISON WI 53707-7864
- (b) DEPARTMENT OF NATURAL RESOURCES
BUREAU OF COMMUNITY FINANCIAL ASSISTANCE
101 SOUTH WEBSTER STREET CF/2
MADISON WI 53702-0005
OR
PO BOX 7921
MADISON WI 53707-7921
- (c) US BANK CORP TRUST
MATTHEW HAMILTON EP-MN-WS3T
60 LIVINGSTON AVENUE
ST PAUL MN 55101-2292
- (d) CITY OF WAUSAU
407 GRANT STREET
WAUSAU WI 54403

Any of the foregoing parties may designate any further or different addresses to which subsequent notices, certificates, or other communications shall be sent, by notice in writing given to the others. Any notice herein shall be delivered simultaneously to DNR and DOA.

Section 6.02. Binding Effect This FAA shall be for the benefit of, and shall be binding upon, the SDWLP and the Municipality, and their respective successors and assigns.

Section 6.03. Severability In the event any provision of this FAA shall be held illegal, invalid, or unenforceable by any court of competent jurisdiction, such holding shall not invalidate, render unenforceable, or otherwise affect any other provision hereof.

Section 6.04. Amendments, Supplements, and Modifications This FAA may be amended, supplemented, or modified to provide for additional financial assistance for the Project by the SDWLP to the Municipality or for other purposes. All amendments, supplements, and modifications shall be in writing between the SDWLP by DNR and DOA acting under authority of the Statute and the Municipality.

Section 6.05. Execution in Counterparts This FAA may be executed in several counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument.

Section 6.06. Applicable Law This FAA shall be governed by and construed in accordance with the laws of the State, including the Statute.

Section 6.07. Benefit of Financial Assistance Agreement This FAA is executed, among other reasons, to induce the purchase of the Municipal Obligations. Accordingly, all duties, covenants, obligations, and agreements of the Municipality herein contained are hereby declared to be for the benefit of, and are enforceable by, the SDWLP, its Trustee, or its authorized agent.

Section 6.08. Further Assurances The Municipality shall, at the request of DNR and DOA, authorize, execute, acknowledge, and deliver such further resolutions, conveyances, transfers, assurances, financing statements, and other instruments as may be necessary or desirable for: better assuring, conveying, awarding, assigning, and confirming the rights, security interests, and agreements awarded or intended to be awarded by this FAA and relating to the Municipal Obligations.

Section 6.09. Assignment of Municipal Obligations The Municipality hereby agrees that the Municipal Obligations may be sold, transferred, pledged, or hypothecated to any third party without the consent of the Municipality.

Section 6.10. Covenant by Municipality as to Compliance with General Resolution The Municipality covenants and agrees that it shall comply with the provisions of the General Resolution with respect to the Municipality, and that the Trustee and the owners of the Bonds shall have the power and authority provided in the General Resolution. The Municipality further agrees to aid in the furnishing to DNR, DOA, or the Trustee of opinions that may be required under the General Resolution.

Section 6.11. Termination This FAA may be terminated in whole or in part pursuant to one or more of the following:

- (a) The SDWLP and the Municipality may enter into an agreement to terminate this FAA at any time. The termination agreement shall establish the effective date of termination of this FAA, the basis for settlement of termination costs, and the amount and date of payment of any sums due either party.
- (b) If the Municipality wishes to unilaterally terminate all or any part of the Project work for which Financial Assistance has been awarded, the Municipality shall promptly give written notice to DNR. If the SDWLP determines that there is a reasonable basis for the requested termination, the SDWLP may enter into a termination agreement, including provisions for FAA termination costs, effective with the date of cessation of the Project work by the Municipality. If the SDWLP determines that the Municipality has ceased work on the Project without reasonable basis, the SDWLP may unilaterally terminate Financial Assistance or rescind this FAA.

Section 6.12. Rescission The SDWLP may rescind this FAA prior to the first disbursement of any funds hereunder if it determines that:

- (a) there has been substantial non-performance of the Project work by the recipient without justification under the circumstances;
- (b) there is substantial evidence this FAA was obtained by fraud;
- (c) there is substantial evidence of gross abuse or corrupt practices in the administration of the Project;
- (d) the Municipality has failed to comply with the covenants contained in this FAA; or
- (e) any of the representations of the Municipality contained in this FAA were false in any material respect.

IN WITNESS WHEREOF, the SDWLP and the Municipality have caused this FAA to be executed and delivered, as of the date and year first written above.

CITY OF WAUSAU

By: _____
Katie Rosenberg
Mayor

Attest: _____
Leslie Kremer
City Clerk

STATE OF WISCONSIN
DEPARTMENT OF ADMINISTRATION

By: _____
Authorized Officer

STATE OF WISCONSIN
DEPARTMENT OF NATURAL RESOURCES

By: _____
Authorized Officer

EXHIBIT A
PROJECT BUDGET SHEET

CITY OF WAUSAU
SDWLP Project No. 4930-09

	Total Project Costs	Ineligible Costs	SDWLP Total Award Amount for this Project	Principal Forgiveness Amount (A)	Net SDWLP Loan Amount
Force Account	0	0	0	0	0
Interim Financing Costs	0	0	0	0	0
Preliminary Engineering	2,412,775	0	2,412,775	500,000	1,912,775
Land or Easement Acquisition	0	0	0	0	0
Engineering/Construction Mgmt.	4,053,675	1,140,175	2,913,500	0	2,913,500
Construction/Equipment	37,909,535	0	37,909,535	0	37,909,535
Contingency	1,895,477	0	1,895,477	0	1,897,477
Miscellaneous Costs	100,000	0	100,000	0	100,000
SDWLP Closing Costs	25,000	0	25,000	0	25,000
Total	\$46,396,462	\$1,140,175	\$45,256,287	\$500,000	\$44,756,287

A = Principal Forgiveness is calculated and awarded for up to 30% of the eligible SDWLP Total Award Amount for this Project with a \$500,000 cap.

EXHIBIT B

LOAN AMORTIZATION SCHEDULE

INTEREST RATES AND PRINCIPAL REPAYMENT SCHEDULE

EXHIBIT C

FORM OF LOAN DISBURSEMENT TABLE

<u>Amount of Disbursement</u>	<u>Date of Disbursement</u>	<u>Series of Bonds</u>	<u>Principal Repaid</u>	<u>Principal Balance</u>
\$ _____	_____	_____	\$ _____	\$ _____
\$ _____	_____	_____	\$ _____	\$ _____
\$ _____	_____	_____	\$ _____	\$ _____
\$ _____	_____	_____	\$ _____	\$ _____
\$ _____	_____	_____	\$ _____	\$ _____
\$ _____	_____	_____	\$ _____	\$ _____
\$ _____	_____	_____	\$ _____	\$ _____
\$ _____	_____	_____	\$ _____	\$ _____

EXHIBIT D

OPERATING CONTRACTS

As of the date of this FAA, the Municipality does not have any contracts with private entities or other governmental units to operate its Water System.

EXHIBIT F

PROJECT MANAGER SUMMARY PAGE

CITY OF WAUSAU

SDWLP Project No. 4930-09

1. **Project Description:** Project includes construction of a new Water Treatment Plant (WTP) and work at Well Nos. 3, 6, 7, 9, 10, and 11 to accommodate new hydraulic conditions. Project also includes water main extensions from the listed wells to connect to the new WTP on Bugbee Avenue, and rehabilitation of portions of the existing raw water main for use as a finished water main.

The City's water supply currently consists of 6 groundwater wells that discharge to an existing centralized WTP. The existing WTP has reached the end of its useful life and has unresolved deficiencies noted in previous sanitary surveys performed by the department. The City of Wausau entered into a U.S. EPA Consent Decree on January 24, 1991, to address groundwater contaminated with volatile organic compounds (VOCs) at Well Nos. 3 and 6. Because of this, Well Nos. 3 and 6 discharge to air stripping towers for the removal of VOCs and the oxidation of iron and manganese. Well Nos. 7, 9, 10, and 11 discharge to natural draft aerators for the oxidation of iron and manganese. The aerated water from each well is directed to the existing WTP which includes lime softening and gravity filtration for the removal of inorganic and organic contamination.

The City is constructing a new WTP designed for a maximum capacity of 9.0 MGD with an average demand of 4.8 MGD. The new WTP will include equipment for air stripping, natural draft aeration, pre-treatment (pre-oxidation, rapid mix, flocculation and sedimentation), gravity filtration, ion exchange and enhanced disinfection. The new WTP is being designed to meet the enhanced disinfection requirements in accordance with s. NR 810.27, Wis. Adm. Code as outlined in the letter that the department sent to the City on January 29, 2020.

Two new buildings, a Process Building and an Operation and Maintenance Building, will be constructed at 700 Bugbee Avenue. This property is located 1 mile north of the existing WTP, on the opposite side of the Wisconsin River. The Process Building will be located on the east side of the property, and the Operation and Maintenance Building will be located on the west side of the property.

Chemical feed equipment will be provided for the addition of sodium permanganate, coagulant, sodium hydroxide, sodium hypochlorite, aqua ammonia, sodium silicate, and fluorsilicic acid. The process waste tank will collect and equalize all flocculation basin sludge, clarifier sludge, settled backwash waste from the gravity filters, brine waste from the anion exchange system and meter testing discharge. Two diesel fired engine-generator sets, each rated at 600 kW, will be installed outside the Process Building and will be placed in sound and weather-proof enclosures. A local control panel will be installed to network with the City's existing SCADA system that communicates via digital radio telemetry.

To accommodate the location of the new WTP, new raw water transmission mains will be constructed to connect the existing wells to the new WTP. The finished water main will consist of repurposed existing raw water main and the construction of new finished water main. Miscellaneous upgrades will also be made at Well Nos. 3, 6, 9, 10, and 11 to accommodate the new hydraulic conditions of the system.

2. **Environmental Review Construction Conditions:** The Environmental Review that was conducted for construction of the WTP resulted in recommendations for survey and time of year restrictions related to the presence of the Northern Flying Squirrel and the Wood Turtle.

The Northern Flying Squirrel is known to occur near the project site; suitable habitat may be present in the wooded portions of the site. It is recommended to avoid clearing areas of suitable habitat. If

clearing suitable habitat cannot be avoided, it is recommended to avoid work during the squirrel's breeding and rearing season (typically May 15 - September 30). Additionally, avoid harvest of snags, trees with cavities, witches' brooms, and visible dreys, which may contain natal nests. The Northern Flying Squirrel (*Giaucornys sabrinus*) is a special concern species in Wisconsin and a Protected Wild Animal under NR 10.02 Wis. Admin. Code. Although it does not require old growth, it is generally associated with certain characteristics of older forests, such as standing live and dead trees, an abundance of decaying coarse woody debris, a diverse understory, and high truffle abundances.

In addition, Wood Turtle habitat is possibly within the project area, therefore there are a number of requirements related to exclusionary fencing and/or time of year restrictions. To avoid take of overwintering Wood Turtles, no in-water work can occur during the maximum overwintering period (October 1 -April 30). Additionally, suitable nesting habitat may be present in the project site. To avoid take, ground disturbance, heavy equipment operation or supply/equipment storage cannot occur within nesting habitat (exposed sand or gravel areas within 200 feet of a suitable stream/river) during the nesting season (May 20- September 18). Please note that ground disturbance, heavy equipment operation or supply/equipment storage on non-nesting habitat within 200 feet is allowed. Alternatively, if areas of suitable nesting habitat are made inaccessible by the installation and maintenance of exclusion fencing using the WDNR Amphibian and Reptile Exclusion Fencing Protocol prior to May 20th, work can then be conducted within the fenced area at any time of year as long as the fencing is maintained. Fencing must be maintained throughout the nesting period (May 20- July 5).

3. Ineligible Costs: A portion of the Donohue & Assoc. construction management contract (\$1,140,175) is for services related to the new wastewater treatment plant and thus ineligible to include in the SDWLP Loan.
4. Other Funding Sources: CFWP loan for wastewater portion of Donohue & Assoc. construction management contract.
5. Miscellaneous Costs: As shown in the Project Budget Sheet Summary (Exhibit A), SDWLP funding in the amount of \$100,000 is included in the Miscellaneous category for:
 - ◆ IT Equipment - \$50,000
 - ◆ Maintenance Mgmt. Software - \$50,000
6. Contingency Allowance: The Contingency allowance of \$1,895,477 is five percent of the amount of uncompleted construction work. The Municipality must obtain Construction Management Engineer (CME) approval of change orders prior to requesting reimbursement.
7. DBE Good Faith Effort: The City of Wausau and the Prime Contractor made a Good Faith Effort to utilize Disadvantaged Business Enterprise (DBE) firms in the project. Wisconsin Rebar is being utilized on the project for an estimated subcontract amount of \$400,000.
8. Green Project Reserve: Internal plant water reuse consisting of backwash water reclamation & recycling to the head of the plant. Installation of National Electric Manufacturers Assoc (NEMA) premium energy efficiency motors.

Green Infrastructure	\$0
Water Efficiency	\$744,533
Energy Efficiency	\$836,000
Environmentally Innovative	\$0
TOTAL Green Project Reserve Funding	\$1,580,533

9. Use of American Iron and Steel: This Project is subject to the use of American Iron and Steel (AIS) requirements mandated under EPA's Drinking Water State Revolving Fund program.

10. Federal Single Audit: This Project is being financed with federal funds and is subject to the Federal Single Audit requirements referenced in Section 5.23 of the FAA. If the Municipality receives more than \$750,000 of money that originates from any federal source in a calendar year, then it must commission a Federal Single Audit as part of its regular financial audit. The Catalog of Federal Domestic Assistance number is 66.468 for drinking water project disbursements funded with federal money.
11. Water Rate Review and Increase: As provided in the Financial Assistance Agreement, the Municipality shall annually review rates to ensure that the required debt service coverage ratio (currently 125%) is being met. At this time, it is anticipated that the Municipality will need to take additional actions, potentially including submitting an application to the Public Service Commission for an additional new rate case, prior to the SDWLP making the last disbursement on the Project to the Municipality.

EXHIBIT G

FEDERAL REQUIREMENTS COMPLIANCE CERTIFICATION

[Prepare on Municipal Letterhead at Project Completion and Closeout]

The undersigned officials of the City of Wausau (the "Municipality") hereby certify that, for all expenditures made for construction of DNR Project No. 4930-09 (the "Project"), the Municipality has met the prevailing wage rate requirements of the Davis-Bacon Act.

The Municipality further certifies that, after taking into account any national or project-specific waivers approved by the U.S. Environmental Protection Agency, DNR Project No. 4930-09 has met the requirements for the use of American Iron and Steel mandated under EPA's Drinking Water State Revolving Fund program.

The above certification is determined, after due and diligent investigation, to be true and accurate to the best of my knowledge.

By: _____
[Name of Municipal Official or
Authorized Representative]
[Title]

Dated as of: _____

Attest: _____
[Name of Clerk or Secretary]
[Title]

Dated as of: _____

EXHIBIT E

**ENVIRONMENTAL IMPROVEMENT FUND
CONTRACT UTILIZATION OF DISADVANTAGED BUSINESS ENTERPRISES (DBE)**

MANDATORY PROJECT CLOSEOUT DOCUMENT

Note: This form is authorized by s. NR 162.14(4)(b)4, Wis. Adm. Code. Receipt of this completed form by the Department is mandatory prior to receiving a final disbursement. The information printed on this form is taken from the completed DBE Subcontractor Utilization Form (EPA Form 6100-4). Any changes or additions made to the list of prime contractors and DBE subcontractors during the construction must be reflected on this form at closeout. Personal information collected on this form will be used for program administration and must be made available to requesters as required by Wisconsin Open Records Law (s. 19.31 – 19.39, Wis. Stats.).

Municipality Name: City of Wausau	Project Number: 4930-09	Loan/Grant Amount: \$45,256,287
Project Description: Construct new WTP including clearwells and transmission		
Did the municipality satisfy the DBE requirements? ☒ Yes ☐ No (If no, refer to Project Manager Summary Page of the FAA.)		

Construction/Equipment/Supplies Contracts	Indicate DBE Type	Type of Product or Service *	Contract Estimate \$	Actual Amount Paid to DBE Firm
				Municipality Completes at Project Closeout
Prime: Miron Construction	☐ MBE ☐ WBE ☐ Other ☒ N/A	Construction	\$37,909,535	
Sub: Wisconsin Rebar	☐ MBE ☒ WBE ☐ Other	Concrete, etc.	\$400,000	
Sub:	☐ MBE ☐ WBE ☐ Other			
Sub:	☐ MBE ☐ WBE ☐ Other			
Sub:	☐ MBE ☐ WBE ☐ Other			
Sub:	☐ MBE ☐ WBE ☐ Other			
Prime:	☐ MBE ☐ WBE ☐ Other ☐ N/A			
Sub:	☐ MBE ☐ WBE ☐ Other			
Sub:	☐ MBE ☐ WBE ☐ Other			
Sub:	☐ MBE ☐ WBE ☐ Other			
Sub:	☐ MBE ☐ WBE ☐ Other			
Sub:	☐ MBE ☐ WBE ☐ Other			
Prime:	☐ MBE ☐ WBE ☐ Other ☐ N/A			
Sub:	☐ MBE ☐ WBE ☐ Other			
Sub:	☐ MBE ☐ WBE ☐ Other			
Sub:	☐ MBE ☐ WBE ☐ Other			
Sub:	☐ MBE ☐ WBE ☐ Other			
Sub:	☐ MBE ☐ WBE ☐ Other			
				Total MBE \$ _____
				Total WBE \$ _____
				Total Other \$ _____

Professional/Technical Services Contracts	Indicate DBE Type	Type of Product or Service *	Contract Estimate \$	Actual Amount Paid to DBE Firm
				Municipality Completes at Project Closeout
Prime: Becher-Hoppe Associates	☐ MBE ☐ WBE ☐ Other x N/A	Engineering	\$4,623,125	
Sub:	☐ MBE ☐ WBE ☐ Other			
Sub:	☐ MBE ☐ WBE ☐ Other			
Prime: Donohue & Associates	☐ MBE ☐ WBE ☐ Other x N/A	Engineering	\$1,843,325	
Sub:	☐ MBE ☐ WBE ☐ Other			
Sub:	☐ MBE ☐ WBE ☐ Other			
Prime:	☐ MBE ☐ WBE ☐ Other ☐ N/A			
Sub:	☐ MBE ☐ WBE ☐ Other			
Sub:	☐ MBE ☐ WBE ☐ Other			
				Total MBE \$ _____
				Total WBE \$ _____
				Total Other \$ _____

*Type of Product or Service examples: landscaping, trucking, supplies, equipment, paving, concrete, plumbing, electrical, excavating, testing, design, etc.

Name of Person Completing This Form	Email Address	Phone Number
-------------------------------------	---------------	--------------

Certification		
I certify that, to the best of my knowledge and belief, the information provided on this form is complete and correct.		
Name/Title of Municipal Official	Signature	Date Signed

EXHIBIT H

LIST OF FEDERAL LAWS AND AUTHORITIES

ENVIRONMENTAL:

- Archaeological and Historic Preservation Act of 1974, PL 93-291
- Clean Air Act, 42 U.S.C. 7506(c)
- Coastal Barrier Resources Act, 16 U.S.C. 3501 et seq.
- Coastal Zone Management Act of 1972, PL 92-583, as amended
- Endangered Species Act, 16 U.S.C. 1531 et seq.
- Executive Order 11593, Protection and Enhancement of the Cultural Environment
- Executive Order 11988, Floodplain Management
- Executive Order 11990, Protection of Wetlands
- Farmland Protection Policy Act, 7 U.S.C. 4201 et seq.
- Fish and Wildlife Coordination Act, PL 85-624, as amended
- National Historic Preservation Act of 1966, PL 89-665, as amended
- Safe Drinking Water Act, Section 1424(e), PL 92-523, as amended
- Wild and Scenic Rivers Act, PL 90-542, as amended

ECONOMIC:

- Demonstration Cities and Metropolitan Development Act of 1966, PL 89-754, as amended
- Section 306 of the Clean Air Act and Section 508 of the Clean Water Act, including Executive Order 11738, administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants or Loans

SOCIAL LEGISLATION:

- Age Discrimination Act, PL 94-135
- Civil Rights Act of 1964, PL 88-352
- Section 13 of PL 92-500, Prohibition against sex discrimination under the Federal Water Pollution Control Act
- Executive Order 11246, Equal Employment Opportunity
- Executive Orders 11625, 12138 and 12432, Women and Minority Business Enterprise
- Rehabilitation Act of 1973, PL 93-112 (including Executive Orders 11914 and 11250)

MISCELLANEOUS AUTHORITY:

- Uniform Relocation and Real Property Acquisition Policies Act of 1970, PL 91-646
- Executive Order 12549, Debarment and Suspension
- Federal Single Audit Act, Title 2 U.S. Code of Federal Regulations Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Rewards (Uniform Guidance)



Minutes of June 2, 2020

A meeting of the Wausau Water Works Commission was called to order at 1:30 p.m. in City Hall on June 2, 2020. In compliance with Wisconsin Statutes, this meeting was posted and receipted for by the Wausau Daily Herald on May 29, 2020.

Members present: President Rosenberg, Commissioners Force, Robinson, Herbst, Gehin.
Others present: Eric Lindman, Dave Erickson, Scott Boers, Valerie Swanborg, Steve Opatik/Becher Hoppe, Mike Gerbitz/Donohue, Brian Roemer/Ehlers Inc. via WebEx.

Discussion and Possible Action on Approval of the Financial Assistance Agreement (FAA) for the WDNR Safe Drinking Water Fund Loan for the Drinking Water Treatment Facility.

Motion by Robinson to approve the FAA for the Safe Drinking Water Fund Loan. Seconded by Force. Motion carried 5-0.

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

RESOLUTION OF THE WAUSAU WATER WORKS COMMISSION

Authorizing the Issuance and Sale of up to \$89,923,286 Sewer System Revenue Bonds, Series 2020C, and providing for other details and covenants with respect thereto.

Committee Action: Approved 5-0

Fiscal Impact:

File Number: 20-0609

Date Introduced: June 9, 2020

WHEREAS, the City of Wausau, Marathon County, Wisconsin (the "Municipality") owns and operates a Sewer System (the "System") which is operated for a public purpose as a public utility by the Municipality; and

WHEREAS, pursuant to a resolution adopted on November 14, 2017 (the "2017D Resolution"), the Municipality issued its Sewer System Revenue Bonds, Series 2017D, dated December 5, 2017 (the "2017D Bonds"), which bonds are payable from the income and revenues of the System; and

WHEREAS, pursuant to a resolution adopted on September 10, 2019 (the "2019C Resolution"), the Municipality issued its Sewer System Revenue Bonds, Series 2019C, dated October 1, 2019 (the "2019C Bonds"), which bonds are payable from the income and revenues of the System; and

WHEREAS, the 2017D Bonds and the 2019C Bonds shall collectively be referred to as the "Prior Bonds"; and

WHEREAS, the 2017D Resolution and the 2019C Resolution shall collectively be referred to as the "Prior Resolutions"; and

WHEREAS, certain improvements to the System are necessary to meet the needs of the Municipality and the residents thereof, consisting of the construction of a project (the "Project") assigned Clean Water Fund Program Project No. 4138-05 by the Department of Natural Resources, and as described in the Department of Natural Resources approval letter for the plans and specifications of the Project, or portions thereof, issued under Section 281.41, Wisconsin Statutes, assigned No. S-2019-0758 and dated April 3, 2020 by the DNR; and

WHEREAS, under the provisions of Chapter 66, Wisconsin Statutes any municipality may, by action of its governing body, provide for purchasing, acquiring, constructing, extending, adding to, improving, operating and managing a public utility from the proceeds of bonds, which bonds are to be payable only from the revenues received from any source by such utility, including all rentals and fees; and

WHEREAS, the Municipality has heretofore issued its Water System and Sewer System Revenue Bond Anticipation Notes, Series 2020A, dated March 26, 2020 (the "Prior Notes") in part for the purpose of financing a portion of the costs of the Project; and

WHEREAS, the resolution authorizing the Prior Notes permits the issuance of additional bonds on a parity with the Prior Bonds; and

WHEREAS, pursuant to Section 66.0621(4)(b), Wisconsin Statutes any municipality may also issue new bonds to provide funds for the payment of any outstanding municipal obligations issued for purchasing, acquiring, constructing, extending, adding to, improving, conducting, controlling, operating and managing a public utility; and

WHEREAS, the Municipality deems it to be necessary, desirable and in its best interest to authorize and sell sewer system revenue bonds of the Municipality payable solely from the revenues of the System, pursuant to the provisions of Section 66.0621, Wisconsin Statutes, to pay the cost of the Project and to refund the portion of the Prior Notes issued to pay costs of the Project; and

WHEREAS, the Prior Resolutions permit the issuance of additional bonds on a parity with the Prior Bonds upon certain conditions, and those conditions have been met;

WHEREAS, other than the Prior Bonds and the Prior Notes, no bonds or obligations payable from the revenues of the System are now outstanding.

NOW, THEREFORE, be it resolved by the Governing Body of the Municipality that:

Section 1. Definitions. The following terms shall have the following meanings in this Resolution unless the text expressly or by implication requires otherwise:

- (a) "Act" means Section 66.0621, Wisconsin Statutes;
- (b) "Bond Registrar" means the Municipal Treasurer which shall act as Paying Agent for the Bonds;
- (c) "Bonds" means the \$89,923,286 Sewer System Revenue Bonds, Series 2020C, of the Municipality dated their date of issuance, authorized to be issued by this Resolution;
- (d) "Bond Year" means the twelve-month period ending on each May 1;
- (e) "Current Expenses" means the reasonable and necessary costs of operating, maintaining, administering and repairing the System, including salaries, wages, costs of materials and supplies, insurance and audits, but shall exclude depreciation, debt service, tax equivalents and capital expenditures;
- (f) "Debt Service Fund" means the Sewer System Revenue Bond and Interest Special Redemption Fund of the Municipality, which shall be the "special redemption fund" as such term is defined in the Act;

(g) "Financial Assistance Agreement" means the Financial Assistance Agreement by and between the State of Wisconsin by the Department of Natural Resources and the Department of Administration and the Municipality pursuant to which the Bonds are to be issued and sold to the State, substantially in the form attached hereto and incorporated herein by this reference;

(h) "Fiscal Year" means the twelve-month period ending on each December 31;

(i) "Governing Body" means the Common Council, or such other body as may hereafter be the chief legislative body of the Municipality;

(j) "Gross Earnings" means the gross earnings of the System, including earnings of the System derived from sewer charges imposed by the Municipality, all payments to the Municipality under any wastewater treatment service agreements between the Municipality and any contract users of the System, and any other monies received from any source including all rentals and fees and any special assessments levied and collected in connection with the Project;

(k) "Municipal Treasurer" means the Treasurer of the Municipality who shall act as Bond Registrar and Paying Agent;

(l) "Municipality" means the City of Wausau, Marathon County, Wisconsin;

(m) "Net Revenues" means the Gross Earnings of the System after deduction of Current Expenses;

(n) "Parity Bonds" means bonds payable from the revenues of the System other than the Bonds but issued on a parity and equality with the Bonds pursuant to the restrictive provisions of Section 11 of this Resolution;

(o) "Prior Bonds" means the 2017D Bonds and the 2019C Bonds, collectively;

(p) "Prior Notes" means the Municipality's Water System and Sewer System Revenue Bond Anticipation Notes, Series 2020A, dated March 26, 2020;

(q) "Prior Resolutions" means the 2017D Resolution and the 2019C Resolution, collectively;

(r) "Project" means the Project described in the preamble to this Resolution. All elements of the Project are to be owned and operated by the Municipality as part of the System as described in the preamble hereto;

(s) "Record Date" means the close of business on the fifteenth day of the calendar month next preceding any principal or interest payment date;

(t) "System" means the entire Sewer System of the Municipality specifically including that portion of the Project owned by the Municipality and including all property of every nature now or hereafter owned by the Municipality for the collection, transmission, treatment, storage, metering and disposal of domestic, industrial and public sewage, including all improvements and extensions thereto made by the Municipality while any of the Bonds and

Parity Bonds remain outstanding, including all real and personal property of every nature comprising part of or used or useful in connection with such Sewer System and including all appurtenances, contracts, leases, franchises, and other intangibles;

(u) "2017D Bonds" means the Municipality's Sewer System Revenue Bonds, Series 2017D, dated December 5, 2017;

(v) "2017D Resolution" means a resolution adopted by the Governing Body on November 14, 2017 authorizing the issuance of the 2017D Bonds;

(w) "2019C Bonds" means the Municipality's Sewer System Revenue Bonds, Series 2019C, dated October 1, 2019; and

(x) "2019C Resolution" means a resolution adopted by the Governing Body on September 10, 2019 authorizing the issuance of the 2019C Bonds.

Section 2. Authorization of the Bonds and the Financial Assistance Agreement. For the purpose of paying the cost of the Project (including legal, fiscal, engineering and other expenses) and refunding a portion of the Prior Notes, there shall be borrowed on the credit of the income and revenue of the System up to the sum of \$89,923,286; and fully registered revenue bonds of the Municipality are authorized to be issued in evidence thereof and sold to the State of Wisconsin Clean Water Fund Program in accordance with the terms and conditions of the Financial Assistance Agreement, which is incorporated herein by this reference and the Mayor and City Clerk of the Municipality are hereby authorized, by and on behalf of the Municipality, to execute the Financial Assistance Agreement.

The Governing Body hereby determines that the refunding of the Prior Notes is advantageous and necessary to the Municipality.

Section 3. Terms of the Bonds. The Bonds shall be designated "Sewer System Revenue Bonds, Series 2020C" (the "Bonds"); shall be dated their date of issuance; shall be numbered one and upward; shall bear interest at the rate of 1.870% per annum; shall be issued in denominations of \$0.01 or any integral multiple thereof; and shall mature on the dates and in the amounts as set forth in Exhibit B of the Financial Assistance Agreement and in the Bond form attached hereto as Exhibit A as it is from time to time adjusted by the State of Wisconsin based upon the actual draws made by the Municipality. Interest on the Bonds shall be payable commencing on November 1, 2020 and semiannually thereafter on May 1 and November 1 of each year. The Bonds shall not be subject to redemption prior to maturity except as provided in the Financial Assistance Agreement.

The schedule of maturities of the Bonds is found to be such that the amount of annual debt service payments is reasonable in accordance with prudent municipal utility practices.

Section 4. Form, Execution, Registration and Payment of the Bonds. The Bonds shall be issued as registered obligations in substantially the form attached hereto as Exhibit A and incorporated herein by this reference.

The Bonds shall be executed in the name of the Municipality by the manual signatures of the Mayor and City Clerk, and shall be sealed with its official or corporate seal, if any.

The principal of, premium, if any, and interest on the Bonds shall be paid by the Municipal Treasurer, who is hereby appointed as the Municipality's Bond Registrar.

Both the principal of and interest on the Bonds shall be payable in lawful money of the United States of America by the Bond Registrar. Payment of principal of the final maturity on the Bond will be payable upon presentation and surrender of the Bond to the Bond Registrar. Payment of principal on the Bond (except the final maturity) and each installment of interest shall be made to the registered owner of each Bond who shall appear on the registration books of the Municipality, maintained by the Bond Registrar, on the Record Date and shall be paid by check or draft of the Municipality and mailed to such registered owner at his or its address as it appears on such registration books or at such other address may be furnished in writing by such registered owner to the Bond Registrar.

Section 5. Security for the Bonds. The Bonds, together with interest thereon, shall not constitute an indebtedness of the Municipality nor a charge against its general credit or taxing power. The Bonds, together with interest thereon, shall be payable only out of the Debt Service Fund hereinafter created and established, and shall be a valid claim of the registered owner or owners thereof only against such Debt Service Fund and the revenues of the System pledged to such fund, on a parity with the pledge granted to the holders of the Prior Bonds, and senior to the pledge granted to the owners of the Prior Notes. Sufficient revenues are hereby pledged to said Debt Service Fund, and shall be used for no other purpose than to pay the principal of, premium, if any, and interest on the Prior Bonds, the Bonds and any Parity Bonds and the Prior Notes as the same becomes due.

Section 6. Funds and Accounts. In accordance with the Act, for the purpose of the application and proper allocation of the revenues of the System, and to secure the payment of the principal of and interest on, first, the Prior Bonds, the Bonds and Parity Bonds, and second, the Prior Notes, certain funds of the System which were created and established by the 2017D Resolution are hereby further continued and shall be used solely for the following respective purposes:

- (a) Sewer System Operation and Maintenance Fund (the "Operation and Maintenance Fund"), which shall be used for the payment of Current Expenses.
- (b) Sewer System Revenue Bond and Interest Special Redemption Fund (the "Debt Service Fund"), which shall be used for the payment of the principal of, premium, if any, and interest on, first, the Prior Bonds, the Bonds and Parity Bonds, and second, to the payment of interest on the Prior Notes, as the same becomes due. The Reserve Account provided by the Prior Resolutions within the Debt Service Fund is not pledged to the payment of principal of or interest on the Bonds, and moneys in the Reserve Account shall under no circumstances be used to pay principal of or interest on the Bonds.
- (c) Sewer System Depreciation Fund (the "Depreciation Fund"), which shall be used

to provide a proper and adequate depreciation account for the System.

- (d) Sewer System Surplus Fund (the "Surplus Fund"), which shall first be used when necessary to meet requirements of the Operation and Maintenance Fund including the one month reserve, the Debt Service Fund including the Reserve Account, and the Depreciation Fund. Any money then remaining in the Surplus Fund at the end of any Fiscal Year may be used only as permitted and in the order specified in Section 66.0811(2), Wisconsin Statutes. Money thereafter remaining in the Surplus Fund may be transferred to any of the funds or accounts created herein.

Section 7. Application of Revenues. After the delivery of the Bonds, the Gross Earnings of the System shall be deposited as collected in the Revenue Fund and shall be transferred monthly to the funds listed below in the following order of priority and in the manner set forth below:

- (a) to the Operation and Maintenance Fund, in an amount equal to the estimated Current Expenses for such month and for the following month (after giving effect to available amounts in said Fund from prior deposits);
- (b) to the Debt Service Fund, an amount equal to one-sixth (1/6) of the next installment of interest coming due on the Prior Bonds, the Bonds and any Parity Bonds and the Prior Notes then outstanding and an amount equal to one-twelfth (1/12) of the installment of principal of the Prior Bonds, the Bonds and any Parity Bonds and Prior Notes coming due during such Bond Year (after giving effect to available amounts in said Fund from accrued interest, any premium or any other source, including for the Prior Notes, any expected refunding), and any amount required by the Prior Resolutions or a future resolution authorizing the issuance of additional Parity Bonds to fund the Reserve Account;
- (c) to the Depreciation Fund, an amount determined by the Governing Body to be sufficient to provide a proper and adequate depreciation account for the System; and
- (d) to the Surplus Fund, any amount remaining in the Revenue Fund after the monthly transfers required above have been completed.

Transfers from the Revenue Fund to the Operation and Maintenance Fund, the Debt Service Fund, the Depreciation Fund and the Surplus Fund shall be made monthly not later than the tenth day of each month, and such transfer shall be applicable to monies on deposit in the Revenue Fund as of the last day of the month preceding. Any other transfers and deposits to any fund required or permitted by subsection (a) through (d) of this Section, except transfers or deposits which are required to be made immediately or annually, shall be made on or before the tenth day of the month. Any transfer or deposit required to be made at the end of any Fiscal Year shall be made within sixty (60) days after the close of such Fiscal Year. If the tenth day of any month shall fall on a day other than a business day, such transfer or deposit shall be made on the next succeeding business day.

It is the express intent and determination of the Governing Body that the amounts transferred from the Revenue Fund and deposited in the Debt Service Fund shall be sufficient in any event to pay the interest on the Prior Bonds, the Bonds and any Parity Bonds as the same accrues and the principal thereof as the same matures, and to fund the Reserve Account as required in connection with the Prior Bonds and any future bonds secured thereby.

Section 8. Deposits and Investments. The Debt Service Fund shall be kept apart from monies in the other funds and accounts of the Municipality and the same shall be used for no purpose other than the prompt payment of principal of and interest on the Prior Bonds, the Bonds and any Parity Bonds and the Prior Notes as the same becomes due and payable. All monies therein shall be deposited in special and segregated accounts in a public depository selected under Chapter 34, Wisconsin Statutes and may be temporarily invested until needed in legal investments subject to the provisions of Section 66.0603(1m), Wisconsin Statutes. The other funds herein created (except the Sewer System CWFP Project Fund) may be combined in a single account in a public depository selected in the manner set forth above and may be temporarily invested until needed in legal investments subject to the provisions of Section 66.0603(1m), Wisconsin Statutes.

Section 9. Service to the Municipality. The reasonable cost and value of services rendered to the Municipality by the System by furnishing sewer services for public purposes shall be charged against the Municipality and shall be paid in monthly installments as the service accrues, out of the current revenues of the Municipality collected or in the process of collection, exclusive of the revenues derived from the System; that is to say, out of the tax levy of the Municipality made by it to raise money to meet its necessary current expenses. The reasonable cost and value of such service to the Municipality in each year shall be equal to an amount which, together with other revenues of the System, will produce in each Fiscal Year Net Revenues equivalent to not less than the annual principal and interest requirements on the Prior Bonds, the Bonds, any Parity Bonds, the Prior Notes and any other obligations payable from the revenues of the System then outstanding, times the greater of (i) 110% or (ii) the highest debt service coverage ratio required with respect to any obligations payable from revenues of the System then outstanding. However, such payment out of the tax levy shall be subject to (a) approval of the Public Service Commission, or successors to its function, if applicable, (b) yearly appropriations therefor, and (c) applicable levy limitations, if any; and neither this Resolution nor such payment shall be construed as constituting an obligation of the Municipality to make any such appropriation over and above the reasonable cost and value of the services rendered to the Municipality and its inhabitants or to make any subsequent payment over and above such reasonable cost and value.

Section 10. Operation of System; Municipality Covenants. It is covenanted and agreed by the Municipality with the owner or owners of the Bonds, and each of them, that the Municipality will perform all of the obligations of the Municipality as set forth in the Financial Assistance Agreement.

Section 11. Additional Bonds. The Bonds are issued on a parity with the Prior Bonds as to the pledge of revenues of the System. No bonds or obligations payable out of the revenues of the System may be issued in such manner as to enjoy priority over the Bonds. Additional

obligations may be issued if the lien and pledge is junior and subordinate to that of the Bonds. Parity Bonds may be issued only under the following circumstances:

(a) Additional Parity Bonds may be issued for the purpose of completing the Project and for the purpose of financing costs of the Project which are ineligible for payment under the State of Wisconsin Clean Water Fund Program. However, such additional Parity Bonds shall be in an aggregate amount not to exceed 20% of the face amount of the Bonds; or

(b) Additional Parity Bonds may also be issued if all of the following conditions are met:

(1) The Net Revenues of the System for the Fiscal Year immediately preceding the issuance of such additional bonds must have been in an amount at least equal to the maximum annual interest and principal requirements on all bonds outstanding payable from the revenues of the System, and on the bonds then to be issued, times the greater of (i) 1.10 or (ii) the highest debt service coverage ratio to be required with respect to the Additional Parity Bonds to be issued or any other obligations payable from the revenues of the System then outstanding. Should an increase in permanent rates and charges, including those made to the Municipality, be properly ordered and made effective during the Fiscal Year immediately prior to the issuance of such additional bonds or during that part of the Fiscal Year of issuance prior to such issuance, then Net Revenues for purposes of such computation shall include such additional revenues as an independent certified public accountant, consulting professional engineer or the Wisconsin Public Service Commission may certify would have accrued during the prior Fiscal Year had the new rates been in effect during that entire immediately prior Fiscal Year.

(2) The payments required to be made into the funds enumerated in Section 6 of this Resolution must have been made in full.

(3) The additional bonds must have principal maturing on May 1 of each year and interest falling due on May 1 and November 1 of each year.

(4) The proceeds of the additional bonds must be used only for the purpose of providing extensions or improvements to the System, or to refund obligations issued for such purpose.

Section 12. Sale of Bonds. The sale of the Bonds to the State of Wisconsin Clean Water Fund Program for the purchase price of up to \$89,923,286 and at par, is ratified and confirmed; and the officers of the Municipality are authorized and directed to do any and all acts, including executing the Financial Assistance Agreement and the Bonds as hereinabove provided, necessary to conclude delivery of the Bonds to said purchaser, as soon after adoption of this Resolution as is convenient. The purchase price for the Bonds shall be paid upon requisition therefor as provided in the Financial Assistance Agreement, and the officers of the Municipality are authorized to prepare and submit to the State requisitions and disbursement requests in

anticipation of the execution of the Financial Assistance Agreement and the issuance of the Bonds.

Section 13. Application of Bond Proceeds. The proceeds of the sale of the Bonds shall be deposited by the Municipality into a special fund designated as "Sewer System CWFP Project Fund." The Sewer System CWFP Project Fund shall be used solely for the purpose of paying the costs of the Project and refunding expended proceeds of the Prior Notes as more fully described in the preamble hereof and in the Financial Assistance Agreement. Moneys in the Sewer System CWFP Project Fund shall be disbursed within three (3) business days of their receipt from the State of Wisconsin and shall not be invested in any interest-bearing account.

Section 14. Amendment to Resolution. After the issuance of any of the Bonds, no change or alteration of any kind in the provisions of this Resolution may be made until all of the Bonds have been paid in full as to both principal and interest, or discharged as herein provided, except: (a) the Municipality may, from time to time, amend this Resolution without the consent of any of the owners of the Bonds, but only to cure any ambiguity, administrative conflict, formal defect, or omission or procedural inconsistency of this Resolution; and (b) this Resolution may be amended, in any respect, with a written consent of the owners of not less than two-thirds (2/3) of the principal amount of the Bonds then outstanding, exclusive of Bonds held by the Municipality; provided, however, that no amendment shall permit any change in the pledge of revenues derived from the System or the maturity of any Bond issued hereunder, or a reduction in the rate of interest on any Bond, or in the amount of the principal obligation thereof, or in the amount of the redemption premium payable in the case of redemption thereof, or change the terms upon which the Bonds may be redeemed or make any other modification in the terms of the payment of such principal or interest without the written consent of the owner of each such Bond to which the change is applicable.

Section 15. Defeasance. When all Bonds have been discharged, all pledges, covenants and other rights granted to the owners thereof by this Resolution shall cease. The Municipality may discharge all Bonds due on any date by irrevocably depositing in escrow with a suitable bank or trust company a sum of cash and/or bonds or securities issued or guaranteed as to principal and interest of the U.S. Government, or of a commission, board or other instrumentality of the U.S. Government, maturing on the dates and bearing interest at the rates required to provide funds sufficient to pay when due the interest to accrue on each of said Bonds to its maturity or, at the Municipality's option, if said Bond is prepayable to any prior date upon which it may be called for redemption, and to pay and redeem the principal amount of each such Bond at maturity, or at the Municipality's option, if said Bond is prepayable, at its earliest redemption date, with the premium required for such redemption, if any, provided that notice of the redemption of all prepayable Bonds on such date has been duly given or provided for.

Section 16. Rebate Fund. Unless the Bonds are exempt from the rebate requirements of the Internal Revenue Code of 1986, as amended (the "Code"), the Municipality shall establish and maintain, so long as the Bonds and any Parity Bonds are outstanding, a separate account to be known as the "Rebate Fund." The sole purpose of the Rebate Fund is to provide for the payment of any rebate liability with respect to the Bonds under the relevant provisions of the Code and the Treasury Regulations promulgated thereunder (the "Regulations"). The Rebate Fund shall be maintained by the Municipality until all required rebate payments with respect to

the Bonds have been made in accordance with the relevant provisions of the Code and the Regulations.

The Municipality hereby covenants and agrees that it shall pay to the United States from the Rebate Fund, at the times and in the amounts and manner required by the Code and the Regulations, the portion of the "rebate amount" (as defined in Section 1.148-3(b) of the Regulations) that is due as of each "computation date" (within the meaning of Section 1.148-3(e) of the Regulations). As of the date of this Resolution, the provisions of the Regulations specifying the required amounts of rebate installment payments and the time and manner of such payments are contained in Sections 1.148-3(f) and (g) of the Regulations, respectively. Amounts held in the Rebate Fund and the investment income therefrom are not pledged as security for the Bonds or any Parity Bonds and may only be used for the payment of any rebate liability with respect to the Bonds.

The Municipality may engage the services of accountants, attorneys or other consultants necessary to assist it in determining the rebate payments, if any, owed to the United States with respect to the Bonds. The Municipality shall maintain or cause to be maintained records of determinations of rebate liability with respect to the Bonds for each computation date until six (6) years after the retirement of the last of the Bonds. The Municipality shall make such records available to the State of Wisconsin upon reasonable request therefor.

Section 17. Resolution a Contract. The provisions of this Resolution shall constitute a contract between the Municipality and the owner or owners of the Bonds, and after issuance of any of the Bonds no change or alteration of any kind in the provisions of this Resolution may be made, except as provided in Section 14, until all of the Bonds have been paid in full as to both principal and interest. The owner or owners of any of the Bonds shall have the right in addition to all other rights, by mandamus or other suit or action in any court of competent jurisdiction, to enforce such owner's or owners' rights against the Municipality, the Governing Body thereof, and any and all officers and agents thereof including, but without limitation, the right to require the Municipality, its Governing Body and any other authorized body, to fix and collect rates and charges fully adequate to carry out all of the provisions and agreements contained in this Resolution.

Section 18. Continuing Disclosure. The officers of the Municipality are hereby authorized and directed, if requested by the State of Wisconsin, to provide to the State of Wisconsin Clean Water Fund Program and to such other persons or entities as directed by the State of Wisconsin such ongoing disclosure regarding the Municipality's financial condition and other matters, at such times and in such manner as the Clean Water Fund Program may require, in order that securities issued by the Municipality and the State of Wisconsin satisfy rules and regulations promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended and as it may be amended from time to time, imposed on brokers and dealers of municipal securities before the brokers and dealers may buy, sell, or recommend the purchase of such securities.

Section 19. Redemption of the Prior Notes. The Governing Body hereby calls the Prior Notes for redemption on July 10, 2020 or as soon as practicable thereafter. The Governing Body directs its officers and agents to cause a notice of redemption, in substantially the form attached

hereto as Exhibit B, to be mailed by registered or certified mail, overnight express delivery, facsimile transmission, electronic transmission or in any other manner, to the registered owners of the Prior Notes not less than thirty (30) days nor more than sixty (60) days prior to the date of redemption.

Section 20. Conflicting Resolutions. All ordinances, resolutions (other than the Prior Resolutions), or orders, or parts thereof heretofore enacted, adopted or entered, in conflict with the provisions of this Resolution, are hereby repealed and this Resolution shall be in effect from and after its passage. In case of any conflict between this Resolution and the Prior Resolutions, the Prior Resolutions shall control as long as any of the respective Prior Bonds are outstanding.

Passed: June 9, 2020

Approved: June 9, 2020

Katie Rosenberg
Mayor

Attest:

Leslie M. Kremer
City Clerk

EXHIBIT A

(Form of Municipal Obligation)

REGISTERED
NO. _____

UNITED STATES OF AMERICA
STATE OF WISCONSIN
MARATHON COUNTY
CITY OF WAUSAU

REGISTERED
\$ _____

SEWER SYSTEM REVENUE BOND, SERIES 2020C

Final
Maturity Date

May 1, 2050

Date of
Original Issue

_____, 20__

REGISTERED OWNER: STATE OF WISCONSIN CLEAN WATER FUND PROGRAM

FOR VALUE RECEIVED the City of Wausau, Marathon County, Wisconsin (the "Municipality") hereby acknowledges itself to owe and promises to pay to the registered owner shown above, or registered assigns, solely from the fund hereinafter specified, the principal sum of an amount not to exceed _____ DOLLARS (\$ _____) (but only so much as shall have been drawn hereunder, as provided below) on May 1 of each year commencing May 1, 2023 until the final maturity date written above, together with interest thereon (but only on amounts as shall have been drawn hereunder, as provided below) from the dates the amounts are drawn hereunder or the most recent payment date to which interest has been paid, at the rate of 1.870% per annum, calculated on the basis of a 360-day year made up of twelve 30-day months, such interest being payable on the first days of May and November of each year, with the first interest being payable on November 1, 2020.

The principal amount evidenced by this Bond may be drawn upon by the Municipality in accordance with the Financial Assistance Agreement entered by and between the Municipality and the State of Wisconsin by the Department of Natural Resources and the Department of Administration including capitalized interest transferred (if any). The principal amounts so drawn shall be repaid in installments on May 1 of each year commencing on May 1, 2023 in an amount equal to an amount which when amortized over the remaining term of this Bond plus current payments of interest (but only on amounts drawn hereunder) at One and 870/1000ths percent (1.870%) per annum shall result in equal annual payments of the total of principal and the semiannual payments of interest. The State of Wisconsin Department of Administration shall record such draws and corresponding principal repayment schedule on a cumulative basis in the format shown on the attached Schedule A.

Both principal and interest hereon are hereby made payable to the registered owner in lawful money of the United States of America. On the final maturity date, principal of this Bond shall be payable only upon presentation and surrender of this Bond at the office of the Municipal Treasurer. Principal hereof (except the final maturity) and interest hereon shall be payable by electronic transfer or by check or draft dated on or before the applicable payment date and mailed from the office of the Municipal Treasurer to the person in whose name this Bond is registered at the close of business on the fifteenth day of the calendar month next preceding such interest payment date.

The Bonds shall not be redeemable prior to their maturity, except with the consent of the registered owner.

This Bond is transferable only upon the books of the Municipality kept for that purpose at the office of the Municipal Treasurer, by the registered owner in person or its duly authorized attorney, upon surrender of this Bond, together with a written instrument of transfer (which may be endorsed hereon) satisfactory to the Municipal Treasurer, duly executed by the registered owner or its duly authorized attorney. Thereupon a replacement Bond shall be issued to the transferee in exchange therefor. The Municipality may deem and treat the person 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 interest hereof and for all other purposes. This Bond is issuable solely as a negotiable, fully-registered bond, without coupons, and in denominations of \$0.01 or any integral multiple thereof.

This Bond is issued for the purpose of providing for the payment of the cost of constructing improvements to the Sewer System of the Municipality and refunding obligations of the Municipality issued for that purpose, pursuant to Article XI, Section 3, of the Wisconsin Constitution, Section 66.0621, Wisconsin Statutes, and a resolution adopted June 9, 2020, and entitled: "Resolution Authorizing the Issuance and Sale of Up to \$89,923,286 Sewer System Revenue Bonds, Series 2020C, and Providing for Other Details and Covenants With Respect Thereto" and is payable only from the income and revenues of the Sewer System of the Municipality (the "Utility"). The Bonds are issued on a parity with the Municipality's Sewer System Revenue Bonds, Series 2017D, dated December 5, 2017 and Sewer System Revenue Bonds, Series 2019C, dated October 1, 2019, and senior to the Municipality's Water System and Sewer System Revenue Bond Anticipation Notes, Series 2020A, dated March 26, 2020, as to the pledge of income and revenues of the Utility. This Bond does not constitute an indebtedness of said Municipality within the meaning of any constitutional or statutory debt limitation or provision.

It is hereby certified, recited and declared that all acts, conditions and things required to exist, happen, and be performed precedent to and in the issuance of this Bond have existed, have happened and have been performed in due time, form and manner as required by law; and that sufficient of the income and revenue to be received by said Municipality from the operation of its Utility has been pledged to and will be set aside into a special fund for the payment of the principal of and interest on this Bond.

IN WITNESS WHEREOF, the Municipality has caused this Bond to be signed by the signatures of its Mayor and City Clerk, and its corporate seal to be impressed hereon, all as of the date of original issue specified above.

CITY OF WAUSAU,
WISCONSIN

(SEAL)

By: _____
Katie Rosenberg
Mayor

By: _____
Leslie M. Kremer
City Clerk

COPY

(Form of Assignment)

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

(Please print or typewrite name and address, including zip code, of Assignee)

Please insert Social Security or other identifying number of Assignee

the within Bond and all rights thereunder, hereby irrevocably constituting and appointing

Attorney to transfer said Bond on the books kept for the registration thereof with full power of substitution in the premises.

Dated: _____

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

Signature(s) guaranteed by

SCHEDULE A

\$89,923,286

CITY OF WAUSAU, WISCONSIN
SEWER SYSTEM REVENUE BONDS, SERIES 2020C

<u>Amount of Disburse- ment</u>	<u>Date of Disbursement</u>	<u>Series of Bonds</u>	<u>Principal Repaid</u>	<u>Principal Balance</u>

SCHEDULE A (continued)

PRINCIPAL REPAYMENT SCHEDULE

<u>Date</u>	<u>Principal Amount</u>
May 1, 2023	\$2,473,069.16
May 1, 2024	2,519,315.56
May 1, 2025	2,566,426.76
May 1, 2026	2,614,418.94
May 1, 2027	2,663,308.57
May 1, 2028	2,713,112.44
May 1, 2029	2,763,847.65
May 1, 2030	2,815,531.60
May 1, 2031	2,868,182.04
May 1, 2032	2,921,817.04
May 1, 2033	2,976,455.02
May 1, 2034	3,032,114.73
May 1, 2035	3,088,815.28
May 1, 2036	3,146,576.12
May 1, 2037	3,205,417.10
May 1, 2038	3,265,358.39
May 1, 2039	3,326,420.60
May 1, 2040	3,388,624.66
May 1, 2041	3,451,991.94
May 1, 2042	3,516,544.19
May 1, 2043	3,582,303.57
May 1, 2044	3,649,292.65
May 1, 2045	3,717,534.42
May 1, 2046	3,787,052.31
May 1, 2047	3,857,870.19
May 1, 2048	3,930,012.36
May 1, 2049	4,003,503.60
May 1, 2050	4,078,369.11

EXHIBIT B

NOTICE OF CALL*

Regarding

CITY OF WAUSAU
MARATHON COUNTY, WISCONSIN
WATER SYSTEM AND SEWER SYSTEM
REVENUE BOND ANTICIPATION NOTES, SERIES 2020A
DATED MARCH 26, 2020

NOTICE IS HEREBY GIVEN that the Notes of the above-referenced issue which mature on the date and in the amount; bears interest at the rate; and has a CUSIP No. as set forth below has been called for prior payment on July 10, 2020 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>
04/01/2022	\$5,105,000	1.00%	943377AB7

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 10, 2020.

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 10, 2020. 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 10, 2020 and to the MSRB electronically through the Electronic Municipal Market Access (EMMA) System website at www.emma.msrb.org.



411 East Wisconsin Avenue
Suite 2350
Milwaukee, Wisconsin 53202-4426
414.277.5000
Fax 414.271.3552
www.quarles.com

Attorneys at Law in
Chicago
Indianapolis
Madison
Milwaukee
Minneapolis
Naples
Phoenix
Scottsdale
Tampa
Tucson

June 3, 2020

VIA EMAIL AND UPS

Ms. Maryanne A. Groat
Finance Director/Treasurer
City of Wausau
407 Grant Street
Wausau, WI 54403

Re: Bond Resolution - \$89,923,286 City of Wausau Sewer System Revenue Bonds,
Series 2020C (Clean Water Fund Loan) (the "Revenue Bonds")

Dear Maryanne:

Enclosed for consideration at the June 9, 2020 Common Council meeting is a draft of a **Resolution** authorizing the execution of the Financial Assistance Agreement and the issuance of the Revenue Bonds to the State of Wisconsin Clean Water Fund Program. A copy of the draft Financial Assistance Agreement provided by DNR should be distributed to the Common Council along with the Resolution. Please let me know at your earliest convenience if you have any changes or comments to the Resolution.

If you have not already done so, please include this Resolution on the agenda for the meeting. Please then post the agenda in at least three public places and provide it to the official newspaper of the City (or if the City has no official newspaper, to a news medium likely to give notice in the area) and to any other requesting media at least twenty-four hours prior to the meeting (see Section 19.84(1)(b), Wisconsin Statutes). **If the meeting will be a virtual meeting, please be sure to include on the agenda and the notices the dial-in number or other information necessary for the public and the media to access and monitor the meeting.** The enclosed **Certificate of Compliance with Open Meeting Law** must be completed in connection with the meeting at which this Resolution is adopted.

Unless the Common Council has adopted special rules regarding the adoption of borrowing resolutions, a vote of at least a majority of the members of the Common Council is necessary to adopt this Resolution. We have enclosed an **Excerpts of Minutes** form for you to complete which records the vote on the Resolution.

Ms. Maryanne A. Groat
June 3, 2020
Page 2

We are also enclosing a **Tax Matters Questionnaire**. Please review, correct, if necessary, complete and return it to us.

Please return two executed copies of the Resolution, and one copy of the Excerpts of Minutes, the Certificate of Compliance with Open Meeting Law and the Questionnaire to us by an overnight delivery service immediately after the meeting so that we receive them no later than **Monday, June 15**. A copy of the Resolution should be incorporated into the minutes of the June 9, 2020 meeting.

Finally, we are enclosing a **Notice** regarding the adoption of the resolution authorizing the issuance and sale of the Revenue Bonds which you should provide to the City's official newspaper to be published as a class 1 notice as soon as possible after adoption of the Resolution. Please forward an Affidavit of Publication (which must be signed by a representative of the newspaper) for the Notice to us once it has been published.

If you have any questions regarding these documents or any other matter, please do not hesitate to call me at (414) 277-5761.

Very truly yours,

QUARLES & BRADY LLP



Rebecca A. Speckhard

RAS:TAB

Enclosures

#940025.00061

cc: Ms. Leslie M. Kremer (w/enc. via email)
Ms. Mary Goede (w/enc. via email)
Anne Jacobson, Esq. (w/enc. via email)
Mr. Eric Lindman (w/enc. via email)
Mr. Mike Gerbitz (w/enc. via email)
Ms. Susan Wojtkiewicz (w/enc. via email)
Mr. Philip Cosson (w/enc. via email)
Mr. Brian Roemer (w/enc. via email)
Mr. David R. Erdman (w/enc. via email)
Ms. Katherine C. Miller (w/enc. via email)
Mr. Andrew Behm (w/enc. via email)
Ms. Lisa Bushby (w/enc. via email)
Ms. Tracy A. Berrones (w/enc. via email)



TO: Wausau Waterworks Commission

FROM: Eric Lindman, P.E.
Director of Public Works & Utilities

DATE: June 2, 2020

SUBJECT: Financial Assistance Agreement (FAA) – WWTF Clean Water Fund Loan

The WWTF project was bid in April 2020. There were two bidders for the project CD Smith and Miron Construction. Miron Construction was low bidder for the project. The construction bids came in slightly higher than the estimate. The Commission approved the project for award to include the base bid along with the addition of the secondary clarifier. The project was awarded to Miron Construction.

Utility Staff, engineer consultants and Miron Construction worked together to value engineer the project and review separate portions of the proposed work to try and find potential savings that could be realized while maintaining the integrity of the project for the utility. The project has been awarded according to the low bid received and once a Notice to Proceed is issued a change order will be issued with those identified savings, reducing the contract amount.

The final step in the process for this project is the formal approval of the FAA, this is the document prepared by the DOA, WDNR and City's Bond Counsel that outlines the total amount of borrowing needed to complete this project and sets forth the city's obligations related to the borrowing.

This project will be funded through the WDNR Environmental loan program, which will provide a federally subsidized loan with very favorable interest rates for the utility and the users. As part of the FAA approval the utility performed a detailed sewer rate analysis, which was prepared by Ehler's. The financial analysis and proposed rate increases will provide for debt coverage of this project as well as our projected 5-year capital borrowing projects and puts the utility in a much more secure and financially favorable position. Below is a summary of the cost of the project as it relates to the initial budget established in 2017.

Wastewater Treatment Facility Project Cost to Budget Comparison		
Professional Engineering Costs		
Facilities Plan		\$129,220.00
Amend 1	Preliminary Design	\$984,565.00
Amend 2	Final Design	\$3,323,900.00
Amend 3	Construction Services	\$4,351,831.00
Amend 4	Application Engineering (WWTF)	\$1,140,175.00
Engineering Total (thru Construction & Start-up) =		\$9,929,691.00

Construction Costs	
Construction Base Bid	\$76,096,000.00
Secondary Clarifier 4	\$1,636,000.00
Construction Bid Total Awarded =	\$77,732,000.00
Construction Budget	\$71,000,000.00

Other Project Cost Allocations	
City-Purchased IT Equipment	\$50,000.00
City Purchased IT Asset Management Software	\$50,000.00
Loan Closing Cost	\$24,995.00
Other Project Cost Total =	\$124,995.00

Total Awarded Project =	\$87,786,686.00
Principal Forgiveness =	(\$1,750,000.00)
CWF Loan Contingency (DNR Mandate) =	\$3,886,600.00

Total Loan Amount =	\$89,923,286.00	FAA Amount Approval
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Change Order Deduct =	(\$2,042,447.00)
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Project Total (After Change Order Deduct) =	\$87,880,839.00
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Original Project Budget (2017) =	\$80,000,000.00
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Total Contract Amount Obligated (No Contingency) =	\$83,994,239.00
---	------------------------



June 4, 2020

KATIE ROSENBERG, MAYOR
CITY OF WAUSAU
407 GRANT STREET
WAUSAU, WI 54403

SUBJECT: Clean Water Fund Program, Project No. 4138-05
WWTP Modifications and Improvements
Financial Assistance Agreement – June 24, 2020

Dear Mayor Rosenberg:

Your project manager prepared the following documents for your Clean Water Fund Program (CWFP) loan closing:

1. CWFP Loan Closing Schedule - Attachment 1
2. Financial Assistance Agreement Summary/Distribution Sheet - Attachment 2
3. Financial Assistance Agreement (FAA)

To close the loan on June 24, 2020, we need to follow the Loan Closing Schedule (Attachment 1). You also need to submit the following prior to the loan closing:

- Proof of adoption of a rate increase sufficient to meet the debt coverage requirement.

The City of Wausau has three (3) working days upon receipt of wired CWFP funds to do one or more of the following:

1. Pay the project invoices identified in the CWFP disbursement request.
2. Reimburse an internal municipal account from which eligible project costs were paid. This reimbursement must adhere to current U.S. Treasury Regulations.
3. Disburse payments to the bank or financial institution for projects that are being refinanced. Pending Wausau's disbursement request, we expect to disburse funds on July 8, 2020, to refinance Wausau's bond anticipation note. Wausau must complete the refinancing within three days of the disbursement.

Execution of the FAA creates a binding obligation in all respects. Any negotiation of terms and conditions or determinations must occur prior to adoption of the Municipal Obligation Resolution and execution of the enclosed document.

The Project Manager Summary Page (Exhibit F of the FAA) further explains certain assumptions and decisions affecting preparation of your FAA.

Please contact your project manager, Lisa Bushby, at Lisa.Bushby@Wisconsin.gov, for further assistance with execution of the FAA, Request for Disbursement (Form 8700-215) and other CWFP closing documents.

Thank you for your interest in the Clean Water Fund Program.

Sincerely,



Jim Ritchie, Chief
Environmental Loans Section
Bureau of Community Financial Assistance

Attachments

cc: *via email only*
 Leslie Kremer – City of Wausau, Clerk
 Eric Lindman – City of Wausau, Director of Public Works & Utilities
 Rebecca Speckhard - Quarles & Brady, LLP
 Brian Roemer - Ehlers
 Susan Wojtkiewicz - Donohue & Associates
 Mike Gerbitz - Donohue & Associates
 Dave Andruczyk - DNR Construction Management Engineer
 Andy Behm - DOA Capital Finance Office

ATTACHMENT #1

Clean Water Fund Program Project No. 4138-05
City of Wausau
WWTP Modifications and Improvements
Financial Assistance Agreement – Closing Schedule

By May 26, 2020:

- Department of Natural Resources (DNR) project manager distributes Financial Assistance Agreement (FAA) to Department of Administration (DOA) for review.

By June 4, 2020:

- Quarles & Brady, LLP distributes draft Municipal Obligation Resolution and other bond documents to the City of Wausau and DOA for review. Project manager emails FAA to municipality.

On June 9, 2020:

- Municipality holds properly noticed meeting at which time:
 1. Municipal Obligation Resolution is adopted.
 2. Bond related documents are signed by municipal officials.
 3. DNR FAA is signed by municipal officials.

*NOTE: Most documents must be signed by Highest Elected Official & Clerk/Secretary and some documents must have municipal seal applied. **Do not sign any Exhibits.***

By June 10, 2020 VIA OVERNIGHT DELIVERY:

- 1. Municipality scans FAA signature page and sends via e-mail to Quarles & Brady and DNR Project Manager Lisa Bushby.
 2. Municipality returns FAA via overnight delivery to Quarles & Brady.
 3. Municipality delivers signed & sealed Resolution & other bond documents via overnight delivery to Quarles & Brady.

By June 22, 2020:

- Quarles & Brady sends final signed and sealed bond documents and legal opinion to DOA.

June 24, 2020:

- Loan Closing Day. Quarles & Brady contacts DOA to confirm closing and DOA wire transfers the first disbursement to municipal bank account.

Clean Water Fund Program Project No. 4138-05
City of Wausau
WWTP Modifications and Improvements
Financial Assistance Agreement Summary
Distribution Sheet

FINANCIAL ASSISTANCE INFO

Total Project Amount: \$92,376,436

Principal Forgiveness Amount: \$1,750,000

Net CWFP Loan Amount: \$89,923,286

SDWLP Loan Funding: \$703,150

Pledge: Sewer Revenue

Lien Priority: Senior Parity

Composite Interest Rate: 1.870%

DOCUMENT INFO

Date of Municipal Obligation Resolution – June 9, 2020

CLOSING INFO

Refinancing: \$4,080,000 expected to be disbursed on July 8, 2020; from Loan proceeds \$2,856,000; from Principal Forgiveness \$1,224,000

Estimated Reimbursement: \$283,713.78

DISTRIBUTION

Department of Natural Resources

Lisa Bushby
Bureau of Community Financial Assistance
101 South Webster Street, 2nd Floor
PO Box 7921
Madison WI 53707-7921
608-267-7475
lisa.bushby@wisconsin.gov

Municipality

Katie Rosenberg
City of Wausau
407 Grant Street
Wausau WI 54403
715-261-6500
mayor@ci.wausau.wi.us

Municipal Bond Counsel

Rebecca Speckhard
Quarles & Brady, LLP
411 E Wisconsin Avenue Suite 2400
Milwaukee WI 53202-4426
414-277-5000
rebecca.speckhard@quarles.com

Department of Administration

Andrew Behm
State of Wisconsin DOA Capital Finance Office
101 East Wilson Street, 10th Floor
PO Box 7864
Madison WI 53707-7864
608-266-0739
andrew.behm@wisconsin.gov

Engineering Firm

Susan Wojtkiewicz
Donohue & Associates
3311 Weeden Creek Road
Sheboygan WI 53081
920-208-0296
swojtkiewicz@donohue-associates.com

Financial Advisor

Brian Roemer
Ehlers, Inc.
N21W23350 Ridgeview Parkway West, Suite 100
Waukesha, WI 53188
262-796-6178
broemer@ehlers-inc.com

State of Wisconsin
Department of Natural Resources
Bureau of Community Financial Assistance
101 South Webster Street, 2nd Floor
PO Box 7921
Madison, Wisconsin 53707-7921

Financial Assistance Agreement
Clean Water Fund Program
Form 8700-214A rev 04/20

STATE OF WISCONSIN CLEAN WATER FUND PROGRAM
FINANCIAL ASSISTANCE AGREEMENT WITH PRINCIPAL FORGIVENESS

STATE OF WISCONSIN
DEPARTMENT OF NATURAL RESOURCES
DEPARTMENT OF ADMINISTRATION

and

CITY OF WAUSAU

\$91,673,286 With up to \$1,750,000 PRINCIPAL FORGIVENESS

FINANCIAL ASSISTANCE AGREEMENT

Dated as of June 24, 2020

This constitutes a **Financial Assistance Agreement** under the State of Wisconsin's Clean Water Fund Program. This agreement is awarded pursuant to ss. 281.58 and 281.59, Wis. Stats. The purpose of this agreement is to award financial assistance from the Clean Water Fund Program. This agreement also discloses the terms and conditions of this award.

This agreement is only effective when signed by authorized officers of the municipality, the State of Wisconsin Department of Natural Resources, and the State of Wisconsin Department of Administration.

The Department of Natural Resources and the Department of Administration may rescind or terminate this agreement if the municipality fails to comply with the terms and conditions contained within. Any determination or certification made in this agreement by the Department of Natural Resources or the Department of Administration is made solely for the purpose of providing financial assistance under the Clean Water Fund Program.

Municipal Identification No. 37291
Clean Water Fund Program Project No. 4138-05

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EXHIBIT F	PROJECT MANAGER SUMMARY PAGE
EXHIBIT G	FEDERAL REQUIREMENTS COMPLIANCE CERTIFICATION

WITNESSETH:

WHEREAS, this is a FINANCIAL ASSISTANCE AGREEMENT (the "FAA"), dated June 24, 2020, between the STATE OF WISCONSIN Clean Water Fund Program (the "CWFP"), by the Department of Natural Resources (the "DNR") and the Department of Administration (the "DOA"), acting under authority of ss. 281.58 and 281.59, Wis. Stats., as amended (the "Statute"), and the City of Wausau, a municipality within the meaning of the Statute, duly organized and existing under the laws of the State of Wisconsin (the "Municipality"); and

WHEREAS, the United States, pursuant to the Federal Water Quality Act of 1987 (the "Water Quality Act"), requires each state to establish a water pollution control revolving fund to be administered by an instrumentality of the state before the state may receive capitalization grants for eligible projects from the United States Environmental Protection Agency (the "EPA"), or any successor which may succeed to the administration of the program established by Title VI of the Water Quality Act; and

WHEREAS, the State of Wisconsin, pursuant to the Statute, established the CWFP to be used in part for purposes of the Water Quality Act; and

WHEREAS, the State of Wisconsin, pursuant to s. 25.43, Wis. Stats., established a State of Wisconsin Environmental Improvement Fund which includes the CWFP; and

WHEREAS, DNR and DOA have the joint responsibility to provide CWFP financial assistance to municipalities for the construction of eligible wastewater pollution abatement projects, all as set forth in the Statute; and

WHEREAS, the Municipality submitted to DNR an application for financial assistance (the "Application") for a project (the "Project"), and DNR has approved the Application and determined the Application meets the criteria for Project eligibility based on water quality and public health requirements established in applicable state statutes and regulations; and

WHEREAS, DNR determined that the Municipality and the Project are eligible for financial assistance pursuant to s. 281.58(7)(b), Wis. Stats.; and

WHEREAS, DOA determined the CWFP will provide financial assistance to the Municipality by making a loan (the "Loan") under s. 281.59(9), Wis. Stats., for the purposes of that subsection, and providing principal forgiveness; and

WHEREAS, the Municipality pledged the security, if any, required by DOA, and the Municipality demonstrated to the satisfaction of DOA the financial capacity to ensure sufficient revenues to operate and maintain the Project for its useful life and to pay debt service on the obligations it issues for the Project; and

WHEREAS, the Municipality certifies to the CWFP that it has created a dedicated source of revenue, which may constitute taxes levied by the Municipality for repayment of the Municipal Obligations; and

WHEREAS, the Municipality obtained DNR approval of facility plans or engineering reports and plans and specifications for the Project, subject to the provisions of applicable State environmental standards set forth in law, rules, and regulations;

NOW, THEREFORE, in consideration of the promises and of the mutual representations, covenants, and agreements herein set forth, the CWFP and the Municipality, each binding itself, its successors, and its assigns, do mutually promise, covenant, and agree as follows:

ARTICLE I
DEFINITIONS; RULES OF INTERPRETATION

Section 1.01. Definitions The following capitalized terms as used in this FAA shall have the following meanings:

"Act" means the Federal Water Pollution Control Act, 33 U.S. Code §§1250 et seq., as amended.

"Application" means the written application of the Municipality dated September 30, 2019, for financial assistance under the Statute.

"Bonds" means bonds or notes issued by the State pursuant to the General Resolution, all or a portion of the proceeds of which shall be applied to make the Loan.

"Business Day" means any day on which State offices are open to conduct business.

"Code" means the Internal Revenue Code of 1986, as amended, and any successor provisions.

"CWFP" means the State of Wisconsin Clean Water Fund Program, established pursuant to the Statute, and managed and administered by DNR and DOA.

"DNR" means the State of Wisconsin Department of Natural Resources and any successor entity.

"DOA" means the State of Wisconsin Department of Administration and any successor entity.

"EPA" means the United States Environmental Protection Agency or any successor entity that may succeed to the administration of the program established by Title VI of the Water Quality Act.

"FAA" means this Financial Assistance Agreement.

"Fees and Charges" means the costs and expenses of DNR and DOA in administering the CWFP.

"Final Completion" means the Project construction is complete, DNR or agents thereof have certified that the Project was constructed according to DNR approved Plans and Specifications and that the facilities are operating according to design, and DNR has completed all necessary Project closeout procedures.

"Financial Assistance" means any proceeds provided under this Financial Assistance Agreement in the form of a Loan of which part of the Loan principal will be forgiven.

"Financial Assistance Agreement" means this Financial Assistance Agreement between the CWFP by DNR, DOA, and the Municipality, as the same may be amended from time to time in accordance with Section 6.04 hereof.

"Fiscal Sustainability Plan" means a plan meeting the minimum requirements of section 603(d)(1)(E) of the Act.

"General Resolution" means the Program Resolution for State of Wisconsin Environmental Improvement Fund Revenue Obligations adopted by the State of Wisconsin Building Commission, as such may from time to time be amended or supplemented by Series Resolutions or Supplemental Resolutions in accordance with the terms and provisions of the General Resolution.

"Loan" means the loan or loans made by the CWFP to the Municipality of which a portion of the principal will be forgiven pursuant to this FAA.

"Loan Disbursement Table" means the table, the form of which is included as Exhibit C hereto, with columns for inserting the following information for the portion of the Loan which is to be repaid with interest:

- (a) amount of each disbursement,
- (b) date of each disbursement,
- (c) the series of Bonds from which each disbursement is made,
- (d) principal amounts repaid, and
- (e) outstanding principal balance.

"Municipal Obligation Counsel Opinion" means the opinion of counsel satisfactory to DOA, issued in conjunction with the Municipal Obligations, stating that:

- (a) the FAA and the performance by the Municipality of its obligations thereunder have been duly authorized by all necessary actions by the governing body of the Municipality, and the FAA has been duly executed and delivered by the Municipality;
- (b) the Municipal Obligations have been duly authorized, executed, and delivered by the Municipality and sold to the CWFP;
- (c) each of the FAA and the Municipal Obligations constitutes a legal, valid, and binding obligation of the Municipality, enforceable against the Municipality in accordance with its respective terms (provided that enforceability thereof may be subject to bankruptcy, insolvency, reorganization, moratorium, and other similar laws affecting creditors' rights heretofore or hereafter enacted to the extent constitutionally applicable and that its enforcement may also be subject to the exercise of judicial discretion in appropriate cases);
- (d) the Municipal Obligations constitute special obligations of the Municipality secured as to payment of principal, interest, and redemption price by the pledged revenues as set forth therein;
- (e) interest on the Municipal Obligations is not included in gross income of the owners thereof for federal income taxation purposes under existing laws, regulations, rulings, and judicial decisions;
- (f) the Municipal Obligations are not "arbitrage bonds" within the meaning of Section 148 of the Code and the arbitrage regulations; and
- (g) the Municipal Obligations are not "private activity bonds" as defined in Section 141(a) of the Code.

"Municipal Obligation Resolution" means that action taken by the governing body of the Municipality authorizing the issuance of the Municipal Obligations.

"Municipal Obligations" means the bonds or notes issued and delivered by the Municipality to the CWFP, a specimen copy of which is included in the Municipal Obligations transcript in exchange for the portion of the Loan which is not subject to Principal Forgiveness.

"Municipality" means the City of Wausau, a "municipality" within the meaning of the Statute, duly organized and existing under the laws of the State, and any successor entity.

"Parallel Cost Percentage" means the proportion of Project Costs eligible for below-market-rate financing relative to the total Project Costs eligible for CWFP financing.

"Parity Obligations" means the Municipality's \$6,225,000 Sewer System Revenue Bonds, Series 2017D, dated December 5, 2017; its \$6,530,000 Sewer System Revenue Bonds, Series 2019C, dated October 1, 2019; and any other obligations issued on a parity with the Municipal Obligations pursuant to the restrictive provisions of Section 11 of the Municipal Obligation Resolution.

"Plans and Specifications" means the Project design plans and specifications assigned No. S-2019-0758, approved by DNR on April 3, 2020, as the same may be amended or modified from time to time in accordance with this FAA.

"Principal Forgiveness" means Financial Assistance received in the form of forgiveness of Loan principal pursuant to the Act, Regulations, and this FAA of which no repayment thereof shall be required except as may be required pursuant to the Act, Statute, Regulations, or this FAA. The amount of principal forgiveness available for this Project as of the date of this FAA is \$1,750,000 (\$750,000 general principal forgiveness and \$1,000,000 phosphorus reduction priority principal forgiveness). Although the applicable percentage of principal forgiveness for this Project, as shown on the Final Funding List, is 30%, the Municipality's Project reached the maximum amount of Principal Forgiveness allowed under the caps established in the CWFP intended use plan.

"Progress payments" means payments for work in place and materials or equipment that have been delivered or are stockpiled in the vicinity of the construction site. This includes payments for undelivered, specifically manufactured equipment if: (1) designated in the specifications, (2) could not be readily utilized or diverted to another job, and (3) a fabrication period of more than 6 months is anticipated.

"Project" means the project assigned CWFP Project No. 4138-05 by DNR, described in the Project Manager Summary Page (Exhibit F), and further described in the DNR approval letter for the Plans and Specifications, or portions thereof, issued under s. 281.41, Wis. Stats.

"Project Costs" means the costs of the Project that are eligible for financial assistance from the CWFP under the Statute, which are allowable costs under the Regulations, which have been incurred by the Municipality, an estimate of which is set forth in Exhibit A hereto and made a part hereof.

"Regulations" means the Act, and chs. NR 108, NR 110, NR 150, NR 151, NR 162, and NR 216, Wis. Adm. Code, the regulations of DNR, and ch. Adm. 35, Wis. Adm. Code, the regulations of DOA, adopted pursuant to and in furtherance of the Act, as such may be adopted or amended from time to time.

"SDWLP" means the State of Wisconsin Safe Drinking Water Loan Program, established pursuant to ss. 281.59 and 281.61, Wis. Stats.

"Series Resolution" or "Supplemental Resolution" shall have the meaning set forth in the General Resolution.

"Servicing Fee" means any servicing fee that may be imposed by DNR and DOA pursuant to s. 281.58(9)(d), Wis. Stats., which shall cover the estimated costs of reviewing and acting upon the Application and servicing this FAA, and which the Municipality is obligated to pay as set forth in Section 3.04 hereof.

"Sewer Use Ordinance" means the ordinance (or other legislative enactments) meeting the requirements of the Regulations and enacted and enforced in each jurisdiction served by the Project.

"Sewerage System" means the entire sewer system of the Municipality, specifically including that portion of the Project owned by the Municipality and including all property of every nature now or hereafter owned by the Municipality for the collection, transmission, treatment, and disposal of domestic and industrial sewerage and waste.

"State" means the State of Wisconsin.

"Statute" means ss. 281.58 and 281.59, Wis. Stats., as amended.

"Substantial Completion" means the date on which construction of the Project is sufficiently complete in accordance with the contract documents so that the owner can occupy and utilize the Project for its intended use.

"Trustee" means the trustee appointed by the State pursuant to the General Resolution and any successor trustee.

"Use of American Iron and Steel" means the requirements contained in section 608 of the Act.

"User Charge System" means a system of charges meeting the requirements of s. NR 162.08, Wis. Adm. Code.

"User Fees" means fees charged or to be charged to users of the Project or the Sewerage System of which the Project is a part pursuant to a User Charge System or otherwise.

"Water Quality Act" means the federal Water Quality Act of 1987, as amended.

"WPDES Permit" means a Wisconsin Pollutant Discharge Elimination System permit issued under ch. 283, Wis. Stats.

Section 1.02. Rules of Interpretation Unless the context clearly indicates to the contrary, the following rules shall apply to the context of this FAA:

(a) Words importing the singular number shall include the plural number and vice versa, and one gender shall include all genders.

(b) All references herein to particular articles or sections are references to articles or sections of this FAA.

(c) The captions and headings herein are solely for convenience of reference and shall not constitute a part of this FAA, nor shall they affect its meaning, construction, or effect.

(d) The terms "hereby", "hereof", "hereto", "herein", "hereunder", and any similar terms as used in this FAA refer to the FAA in its entirety and not the particular article or section of this FAA in which they appear. The term "hereafter" means after and the term "heretofore" means before the date of delivery of this FAA.

(e) All accounting terms not otherwise defined in this FAA have the meanings assigned to them in accordance with generally accepted accounting principles, and all computations provided for herein shall be made in accordance with generally accepted accounting principles.

ARTICLE II
REPRESENTATIONS

Section 2.01. Representations of the CWFP The CWFP represents and warrants as follows:

- (a) The State is authorized to issue the Bonds in accordance with the Statute and the General Resolution and to use the proceeds thereof to provide funds for the Financial Assistance provided to the Municipality to undertake and complete the Project.
- (b) The CWFP has complied with the provisions of the Statute and has full power and authority to execute and deliver this FAA, consummate the transactions contemplated hereby, and perform its obligations hereunder.
- (c) The CWFP is not in violation of any of the provisions of the Constitution or laws of the State which would affect its powers referred to in the preceding paragraph (b).
- (d) Pursuant to the Statute, the CWFP is authorized to execute and deliver the FAA and to take actions and make determinations that are required of the CWFP under the terms and conditions of the FAA.
- (e) The execution and delivery by the CWFP of this FAA and the consummation of the transactions contemplated by this FAA shall not violate any indenture, mortgage, deed of trust, note, agreement, or other contract or instrument to which the State is a party, or by which it is bound, or, to the best of the CWFP's knowledge, any judgment, decree, order, statute, rule, or regulation applicable to the CWFP; all consents, approvals, authorizations, and orders of governmental or regulatory authorities that are required for the consummation of the transactions contemplated thereby have been obtained.
- (f) To the knowledge of the CWFP, there is no action, suit, proceeding, or investigation at law or in equity, before or by any court, public board, or body, threatened against, pending, or affecting the CWFP, or, to the knowledge of the CWFP, any basis therefor, wherein an unfavorable decision, ruling, or finding would adversely affect the transactions contemplated hereby or which, in any way, could adversely affect the validity of this FAA or any agreement or instrument to which the State is a party and which is used or contemplated for use in consummation of the transactions contemplated by each of the foregoing.

Section 2.02. Representations of the Municipality The Municipality represents, covenants, and warrants as follows:

- (a) The Municipality possesses the legal municipal form of a city under ch. 62, Wis. Stats. The Municipality is located within the State and is a "municipality" within the meaning of the Statute, duly organized and existing under the laws of the State, and has full legal right, power, and authority to:
 - (1) conduct its business and own its properties,
 - (2) enter into this FAA,
 - (3) adopt the Municipal Obligation Resolution,
 - (4) issue and deliver the Municipal Obligations to the CWFP as provided herein, and
 - (5) carry out and consummate all transactions contemplated by each of the aforesaid documents.
- (b) The Municipality's Project is a project that is necessary to prevent the applicant from significantly exceeding an effluent limitation contained in its WPDES Permit (compliance maintenance).

(c) With respect to the issuance of the Municipal Obligations, the Municipality has complied with the Municipal Obligation Resolution and with all applicable laws of the State.

(d) The governing body of the Municipality has duly approved the execution and delivery of this FAA and the issuance and delivery of the Municipal Obligations in the aggregate principal amount of \$89,923,286 and authorized the taking of any and all action as may be required on the part of the Municipality and its authorized officers to carry out, give effect to, and consummate the transactions contemplated by each of the foregoing.

(e) This FAA and the Municipal Obligations have each been duly authorized, executed, and delivered, and constitute legal, valid, and binding obligations of the Municipality, enforceable in accordance with their respective terms.

(f) To the knowledge of the Municipality, there is no action, suit, proceeding, inquiry, or investigation, at law or in equity, before or by any court, public board, or body, threatened against, pending, or affecting the Municipality, or, to the knowledge of the Municipality, any basis therefor:

(1) affecting the creation, organization, or existence of the Municipality or the title of its officers to their respective offices;

(2) seeking to prohibit, restrain, or enjoin the execution of this FAA or the issuance or delivery of the Municipal Obligations;

(3) in any way contesting or affecting the validity or enforceability of the Municipal Obligation Resolution, the Municipal Obligations, this FAA, or any agreement or instrument relating to any of the foregoing or used or contemplated for use in the consummation of the transactions contemplated by this FAA; or

(4) wherein an unfavorable decision, ruling, or finding could adversely affect the transactions contemplated hereby or by the Municipal Obligation Resolution or the Municipal Obligations.

(g) The Municipality is not in any material respect in breach of or in default under any applicable law or administrative regulation of the State or the United States, any applicable judgment or decree, or any agreement or other instrument to which the Municipality is a party, or by which it or any of its properties is bound, and no event has occurred that, with the passage of time, the giving of notice, or both, could constitute such a breach or default. The execution and delivery of this FAA, the issuance and delivery of the Municipal Obligations, the adoption of the Municipal Obligation Resolution, and compliance with the respective provisions thereof shall not conflict with, or constitute a breach of or default under, any applicable law or administrative regulation of the State or of the United States, any applicable judgment or decree, or any agreement or other instrument to which the Municipality is a party, or by which it or any of its property is bound.

(h) The Municipal Obligations constitute validly-issued, legally-binding special obligations of the Municipality secured as set forth therein.

(i) The resolutions of the Municipality accepting the Financial Assistance and the Municipal Obligation Resolution have been duly adopted by the Municipality and remain in full force and effect as of the date hereof.

(j) The Municipality has full legal right and authority, and all necessary permits, licenses, easements, and approvals (other than such permits, licenses, easements, or approvals that are not by their nature obtainable prior to Substantial Completion of the Project) required as of the date hereof to own the Project, carry on its activities relating thereto, undertake and complete the Project, and carry out and consummate all transactions contemplated by this FAA.

(k) The Municipality represents that it has not made any commitment or taken any action that shall result in a valid claim for any finders' or similar fees or commitments in respect to the issuance and sale of the Municipal Obligations and the making of the Loan under this FAA.

(l) The Project is eligible under s. 281.58(7), Wis. Stats., for financing from the CWFP and the Project Costs are equal to or in excess of the principal amount of the Municipal Obligations. The Project has satisfied the requirements of the State Environmental Review Procedures (SERP) contained in the Regulations. Portions of the Project that are ineligible for financing from the CWFP are listed within the Project Manager Summary Page attached hereto as Exhibit F. The Municipality intends the Project to be eligible under the Statute throughout the term of this FAA.

(m) All amounts shown in Exhibit A of this FAA are costs of a Project eligible for financial assistance from the CWFP under the Statute. All proceeds of any borrowing of the Municipality that have been spent and are being refinanced with the proceeds of the Financial Assistance made hereunder have been spent on eligible Project Costs. All Project Costs are reasonable, necessary, and allocable by the Municipality to the Project under generally accepted accounting principles. None of the proceeds of the Financial Assistance shall be used directly or indirectly by the Municipality as working capital or to finance inventory, as opposed to capital improvements.

(n) The Project is in compliance with all applicable federal, state, and local laws and ordinances (including rules and regulations) relating to zoning, building, safety, and environmental quality. The Municipality shall comply with and complete all requirements of DNR necessary to commence construction of the Project. The Municipality intends to proceed with due diligence to complete the Project pursuant to Section 4.04 hereof.

(o) The Municipality does not intend to lease the Project or enter into a long-term contract for operation of the Project except as set forth in Exhibit D.

(p) The Municipality shall not take or omit to take any action which action or omission shall in any way cause the proceeds of the Bonds to be applied in a manner contrary to that provided in the General Resolution.

(q) The Municipality has not taken and shall not take any action, and presently knows of no action that any other person, firm, or corporation has taken or intends to take, that would cause interest on the Municipal Obligations to be includable in the gross income of the owners of the Municipal Obligations for federal income tax purposes. The representations, certifications, and statements of reasonable expectation made by the Municipality as referenced in the Municipal Obligation Counsel Opinion and No Arbitrage Certificate are hereby incorporated by this reference as though fully set forth herein.

(r) Other than (1) "preliminary expenditures" as used in Treas. Regs. 26 CFR 1.150-2 in an amount not exceeding 20% of the principal amount of the Municipal Obligations, or (2) an amount not exceeding the lesser of \$100,000 or 5% of the principal amount of the Municipal Obligations, all of the proceeds of the Bonds loaned to the Municipality (other than refunding proceeds, if any) shall be used for Project Costs paid by the Municipality subsequent to a date which is 60 days prior to the date on which the Municipality adopted a reimbursement resolution pursuant to Treas. Regs. 26 CFR 1.150-2 stating its intent to reimburse other funds of the Municipality used to finance the Project, or subsequent to the issuance date of the Municipal Obligations.

(s) The Municipality represents that it has satisfied all the applicable requirements in s. 281.58, Wis. Stats., and ch. NR 162, Wis. Adm. Code.

(t) The Municipality has adopted a rate, charge, or assessment schedule that will generate annually sufficient revenue to pay the principal of and interest on the Municipal Obligations.

(u) The Municipality is in substantial compliance with all conditions, requirements, and terms of any financial assistance previously awarded through the federal construction grants program, the Wisconsin Fund construction grants program, the CWFP, or the SDWLP.

(v) The Municipality has met all terms and conditions contained within and received DNR approval for the Municipality's Plans and Specifications for the Project described in the definitions hereof.

(w) The Municipality represents that it submitted to DNR a bid tabulation for the Project with a recommendation to DNR for review and concurrence. The expected Substantial Completion date of the Project is January 24, 2023.

(x) The Municipality acknowledges that s. 281.59(11)(b), Wis. Stats., and the General Resolution provide that, if the Municipality fails to repay the Loan when due, the State shall recover amounts due the CWFP by deducting those amounts from any State payments due the Municipality. State aids information is available on: the Wisconsin Department of Revenue's website at <https://www.revenue.wi.gov/Pages/Report/shared-revenue-state.aspx>, and the Wisconsin Department of Transportation's website at <https://wisconsindot.gov/Pages/doing-bus/local-gov/astnce-pgms/highway/gta.aspx>.

The Municipality acknowledges that s. 70.60, Wis. Stats., and the General Resolution provide that, if the Municipality fails to repay the Loan when due, the State shall recover amounts due the CWFP by adding a special charge to the amount of taxes apportioned to and levied upon the county in which the Municipality is located.

(y) The Municipality acknowledges that the State reserves the right upon default by the Municipality hereunder to have a receiver appointed to collect User Fees from the operation of the Municipality's Sewerage System or, in the case of a joint utility system, to bill the users of the Municipality's Sewerage System directly.

(z) The representations of the Municipality in the Application are true and correct as of the date of this FAA and are incorporated herein by reference as if fully set forth in this place.

(aa) There has been no material adverse change in the financial condition or operation of the Municipality or the Project since the submission date of the Application.

(bb) The Municipality acknowledges that it is eligible to receive Financial Assistance in the form of a Loan of \$91,673,286 with Principal Forgiveness of \$1,750,000 for payment of Project Costs.

ARTICLE III
LOAN PROVISIONS

Section 3.01. Loan Clauses

- (a) Subject to the conditions and in accordance with the terms of this FAA, the CWFP hereby agrees to make the Loan and the Municipality agrees to accept the Loan. As evidence of the portion of the Loan made to the Municipality remaining subsequent to the Principal Forgiveness, the Municipality hereby agrees to sell to the CWFP Municipal Obligations in the aggregate principal amount of \$89,923,286. The CWFP shall pay for the Municipal Obligations in lawful money of the United States, which shall be disbursed as provided in this FAA.
- (b) Prior to disbursement, Loan proceeds shall be held by the CWFP or by the Trustee for the account of the CWFP. Earnings on undisbursed Loan proceeds shall be for the account of the CWFP. Loan proceeds shall be disbursed only upon submission by the Municipality of disbursement requests and approval thereof as set forth in Section 3.06 hereof.
- (c) The Loan shall bear interest at the rate of one and 870/1000ths percent (1.870%) per annum, and interest shall accrue and be payable only on Loan principal amounts actually disbursed on the Municipal Obligations, from the date of disbursement until the date such amounts are repaid or forgiven.
- (d) Disbursements of Financial Assistance shall generally be made: first, in the form of a Loan disbursement on the Municipal Obligations, which must be at least 5% of the Municipal Obligation amount or \$50,000, whichever is less; second, in the form of Loan disbursements that include the applicable percentage of Principal Forgiveness up to \$1,750,000; and third, if the Principal Forgiveness cap has been reached, in the form of Loan disbursements on the Municipal Obligations. Principal Forgiveness will be applied at the time of Loan disbursement.
- (e) The Municipal Obligations shall include the Loan Disbursement Table (Exhibit C). The actual dates of disbursements shall be reflected as part of the Municipal Obligations. DOA shall make entries as each disbursement is made and as each principal amount is repaid; the CWFP and the Municipality agree that such entries shall be mutually binding.
- (f) Upon Final Completion of the Project, DOA may request that the Municipality issue substitute Municipal Obligations in the aggregate principal amount equal to the outstanding principal balance of the Municipal Obligations.
- (g) The Municipality shall deliver, or cause to be delivered, a Municipal Obligation Counsel Opinion to the CWFP concurrently with the delivery of the Municipal Obligations.

Section 3.02. Municipal Obligations Amortization Principal and interest payments on the Municipal Obligations shall be due on the dates set forth in Exhibit B of this FAA. The payment amounts shown on Exhibit B are for informational purposes only and assume the full amount of the Municipal Obligations is disbursed and that the full amount of Principal Forgiveness available is applied to the Loan on June 24, 2020. It is understood that the actual amount of the Municipality's Municipal Obligations payments shall be based on the actual date and amount of disbursements on the Municipal Obligations. Notwithstanding the foregoing or anything in the Municipal Obligations, the Municipal Obligations shall be for no longer than thirty (30) years from the date of this FAA and shall mature and be fully amortized not later than thirty (30) years after the original issue date of the Municipal Obligations. Repayment of principal on the Municipal Obligations shall begin not later than twelve (12) months after the expected or actual Substantial Completion date of the Project.

Section 3.03. Type of Municipal Obligation and Security The Municipality's obligation to meet annual debt service requirements on the Municipal Obligations shall be a revenue obligation evidenced by issuance of revenue bonds pursuant to s. 66.0621, Wis. Stats. The security for the Municipality's obligation shall be a pledge of revenues to be derived from the Municipality's Sewerage System, and the Municipality shall agree that, if revenues from the Sewerage System are insufficient to meet annual debt service requirements, the Municipality shall purchase sewerage services in amounts sufficient to meet annual debt service requirements as provided in and set forth in Section 9 of the Municipal Obligation Resolution. The annual revenues net of all current expenses shall be equal to not less than the annual principal and interest requirements on the Municipal Obligations, any Parity Obligations, and any other debt obligations payable from the revenues of the Sewerage System then outstanding, times the greater of (i) 110 percent or (ii) the highest debt service coverage ratio required with respect to any Parity Obligations, or any other debt obligations payable from the revenues of the Sewerage System then outstanding. As of the date of this FAA, the required debt service coverage ratio is 125 percent; however, this percentage is subject to change as outlined in the prior sentence. The Municipal Obligations are also secured as provided in Section 3.08 hereof.

Section 3.04. Other Amounts Payable The Municipality hereby expressly agrees to pay to the CWFP:

- (a) such Servicing Fee as the CWFP may impose pursuant to s. 281.58(9)(d), Wis. Stats., which shall be payable in semiannual installments on each interest payment date; such a Servicing Fee shall be imposed upon the Municipality after approval of a future Biennial Finance Plan by the State of Wisconsin Building Commission which contains a Servicing Fee requirement, schedule, and amount; and
- (b) the Municipality's allocable share of the Fees and Charges as such costs are incurred. Allocable share shall mean the proportionate share of the Fees and Charges based on the outstanding principal of the Loan.

Amounts paid by the Municipality pursuant to this Section 3.04 shall be deposited in the Expense Fund established pursuant to the General Resolution.

Section 3.05. Sale and Redemption of Municipal Obligations

- (a) Municipal Obligations may not be prepaid without the prior written consent of the CWFP. The CWFP has sole discretion to withhold such consent.
- (b) The Municipality shall pay all costs and expenses of the CWFP in effecting the redemption of the Bonds to be redeemed with the proceeds of the prepayment of the Municipal Obligations. Such costs and expenses may include any prepayment premium applicable to the CWFP and any investment losses incurred or sustained by the CWFP resulting directly or indirectly from any such prepayment.
- (c) Subject to subsection (a), the Municipality may prepay the Municipal Obligations with any settlements received from any third party relating to the design or construction of the Project.
- (d) Prepayments of the Municipal Obligations shall be applied pro rata to all maturities of the Municipal Obligations.

Section 3.06. Disbursement of Financial Assistance

- (a) Under this FAA, Financial Assistance shall be drawn in the order specified in Section 3.01(d) of this document.

(b) Each disbursement request shall be delivered to DNR. Each request must contain invoices or other evidence acceptable to DNR and DOA that Project Costs for which disbursement is requested have been incurred by the Municipality.

(c) The CWFP, through its agents or Trustee, plans to make disbursements of Financial Assistance on a semimonthly basis upon approval of each disbursement request by DNR and DOA. Such approval by DNR and DOA may require adjustment and corrections to the disbursement request submitted by the Municipality. The Municipality shall be notified whenever such an adjustment or correction is made by DNR or DOA.

(d) Disbursements made to the Municipality are subject to pre- and post-payment adjustments by DNR or DOA.

(1) If the Financial Assistance is not yet fully disbursed, and CWFP funds were previously disbursed for costs not eligible for CWFP funding or not eligible under this FAA, the CWFP shall make necessary adjustments to future disbursements.

(2) If the Financial Assistance is fully disbursed, including disbursements for any costs not eligible for CWFP funding or not eligible under this FAA, the Municipality agrees to repay to the CWFP an amount equal to the non-eligible costs within 60 days of notification by DNR or DOA. The CWFP shall then apply the amount it receives as a Loan prepayment or as a recovery of a Loan disbursement with Principal Forgiveness (if there is no outstanding Loan principal balance available to which the recovery may be applied).

(e) The CWFP or its agent shall disburse Financial Assistance only to the Municipality's account by electronic transfer of funds. The Municipality hereby covenants that it shall take actions and provide information necessary to facilitate these transfers.

(f) Disbursement beyond ninety-five percent (95%) of the Financial Assistance, unless otherwise agreed to by DNR and DOA pursuant to a written request from the Municipality, may be withheld until:

(1) DNR is satisfied that the Project has been completed in accordance with the Plans and Specifications, DNR has approved all change orders relating to the Project, and DNR has determined that the Project is in compliance with the Municipality's WPDES Permit;

(2) the Municipality certifies to DNR its acceptance of the Project from its contractors;

(3) the Municipality certifies in writing to DNR its compliance with applicable federal requirements (certification must be as prescribed on Exhibit G); and

(4) DNR certifies in writing to DOA the Municipality's compliance with all applicable requirements of this FAA.

(g) Treas. Regs. 26 CFR § 1.148-6(d)(1)(iii) applies to project expenditures. It states, in part, "An issuer must account for the allocation of proceeds to expenditures not later than 18 months after the later of the date the expenditure is paid or the date the project, if any, that is financed by the issue is placed in service".

Section 3.07. Remedies

(a) If the Municipality:

- (1) or any authorized representative is not complying with federal or state laws, regulations, or requirements relating to the Project, and following due notice by DNR the Project is not brought into compliance within a reasonable period of time; or
- (2) is not complying with or is in violation of any provision set forth in this FAA; or
- (3) is not in compliance with the Statute or the Regulations;

then DNR may, until the Project is brought into compliance or the FAA non-compliance is cured to the satisfaction of DNR or DOA, impose one (1) or more of the following sanctions:

- (i) Progress payments or disbursements otherwise due the Municipality of up to 20% may be withheld.
- (ii) Project work may be suspended.
- (iii) DNR may request a court of appropriate jurisdiction to enter an injunction or afford other equitable or judicial relief as the court finds appropriate.
- (iv) Other administrative remedies may be pursued.

(b) If the Municipality fails to make any payment when due on the Municipal Obligations or fails to observe or perform any other covenant, condition, or agreement on its part under this FAA for a period of thirty (30) days after written notice is given to the Municipality by DNR, specifying the default and requesting that it be remedied, the CWFP is provided remedies by law and this FAA. These remedies include, but are not limited to, the following rights:

- (1) Pursuant to s. 281.59(11)(b), Wis. Stats., DOA shall place on file a certified statement of all amounts due the CWFP under this FAA. DOA may collect all amounts due the CWFP by deducting those amounts from any State payments due the Municipality or adding a special charge to the amount of taxes apportioned to and levied upon the county in which the Municipality is located under s. 70.60, Wis. Stats.
- (2) Pursuant to s. NR 162.18(1), Wis. Adm. Code, DNR may: declare the unpaid Loan balance due and immediately payable; increase the interest rate on the unpaid balance of the Loan to the market interest rate in effect on the date the FAA was executed; or immediately terminate the FAA and disburse no additional funds, if the Loan has not been fully disbursed.
- (3) The CWFP may, without giving bond to the Municipality or anyone claiming under it, have a receiver appointed for the CWFP's benefit of the Project and the Municipality's Sewerage System and of the earnings, income, rents, issues, and profits thereof, with such powers as the court making such appointment shall confer. The Municipality hereby irrevocably consents to such appointment.
- (4) In the case of a joint utility system, the CWFP may bill the users of the Municipality's system directly.
- (5) The CWFP may enforce any right or obligation under this FAA, including the right to seek specific performance or mandamus, whether such action is at law or in equity.

Section 3.08. Security for the Municipal Obligations In accordance with the terms of the Municipal Obligation Resolution:

(a) as security for the Municipal Obligations, the Municipality hereby pledges the revenue to be derived from the Municipality's Sewerage System (which is a dedicated source of revenue); and

(b) other than as already pledged to the outstanding Parity Obligations, the Municipality shall not pledge the revenues, except as provided in Section 11 of the Municipal Obligation Resolution, to be derived from the Municipality's User Charge System or other revenues pledged under Section 3.08(a) above, to any person other than the CWFP, unless the revenues pledged to such other person meet the highest debt coverage ratio then applicable to the Municipality.

Section 3.09. Effective Date and Term This FAA shall become effective upon its execution and delivery by the parties hereto, shall remain in full force and effect from such date, and shall expire on such date as the Municipal Obligations shall be discharged and satisfied in accordance with the provisions thereof.

ARTICLE IV
CONSTRUCTION OF THE PROJECT

Section 4.01. Insurance The Municipality agrees to maintain property and liability insurance for the Sewerage System and Project that is reasonable in amount and coverage and that is consistent with prudent municipal insurance practices for the term of this FAA. The Municipality agrees to provide written evidence of insurance coverage to the CWFP upon request at any time during the term of this FAA.

In the event the Sewerage System or Project is damaged or destroyed, the Municipality agrees to use the proceeds from its insurance coverage either to repay the Financial Assistance or to repair or replace the Sewerage System.

Section 4.02. Construction of the Project The Municipality shall construct the Project, or cause it to be constructed, to Final Completion in accordance with the Application and the Plans and Specifications. The Municipality shall proceed with the acquisition and construction of the Project in conformity with law and with all applicable requirements of governmental authorities having jurisdiction with respect thereto, subject to such modifications of Plans and Specifications that alter the cost of the Project, use of space, Project scope, or functional layout, as may be previously approved by DNR.

Section 4.03. Performance Bonds The Municipality shall provide, or cause to be provided, performance bonds assuring the performance of the work to be performed under all construction contracts entered into with respect to the Project. All performance bonds required hereunder shall be issued by independent surety companies authorized to transact business in the State.

Section 4.04. Completion of the Project

(a) The Municipality agrees that it shall undertake and complete the Project for the purposes and in the manner set forth in this FAA and in accordance with all federal, state, and local laws, ordinances, and regulations applicable thereto. The Municipality shall, with all practical dispatch and in a sound and economical manner, complete or cause to be completed the acquisition and construction of the Project and do all other acts necessary and possible to entitle it to receive User Fees with respect to the Project at the earliest practicable time. The Municipality shall obtain all necessary approvals from any and all governmental agencies prior to construction which are requisite to the Final Completion of the Project.

(b) The Municipality shall notify DNR of the Substantial Completion of the Project. The Municipality shall cause to be prepared as-built plans for the Project at or prior to completion thereof.

(c) The Municipality shall take and institute such proceedings as shall be necessary to cause and require all contractors and material suppliers to complete their contracts diligently and in accordance with the terms of the contracts including, without limitation, the correcting of defective work.

(d) Upon Final Completion of the Project in accordance with the Plans and Specifications, the Municipality shall:

(1) certify to DNR its acceptance of the Project from its contractors, subject to claims against contractors and third parties;

(2) complete and deliver to DNR the completed Contract Utilization of Disadvantaged Business Enterprises (DBE) form attached hereto as Exhibit E of this FAA;

(3) prepare and deliver to DNR the completed Federal Requirements Compliance Certification attached hereto as Exhibit G of this FAA;

(4) obtain all required permits and authorizations from appropriate authorities for operation and use of the Project; and

(5) submit to DNR an Operation and Maintenance Manual Certification Checklist.

Section 4.05. Payment of Additional Project Costs

(a) In the event of revised eligibility determinations, cost overruns, and amendments exceeding the Financial Assistance amount, the CWFP may allocate additional financial assistance to the Project. The allocation of additional financial assistance may be in the form of a loan at less than the market interest rate, which is established pursuant to the Statute and Regulations. The allocation of additional financial assistance shall depend upon availability of funds, pursuant to the Statute and the Regulations.

(b) In the event this Financial Assistance is not sufficient to pay the costs of the Project in full, the Municipality shall nonetheless complete the Project and pay that portion of the Project Costs as may be in excess of available Financial Assistance and shall not be entitled to any reimbursement therefore from the CWFP, or the owners of any Bonds, except from the proceeds of additional financing which may be provided by the CWFP pursuant to an amendment of this FAA or through a separate FAA.

Section 4.06. No Warranty Regarding Condition, Suitability, or Cost of Project Neither the CWFP, DOA, DNR, nor the Trustee makes any warranty, either express or implied, as to the Project or its condition, or that it shall be suitable for the Municipality's purposes or needs, or that the Financial Assistance shall be sufficient to pay the costs of the Project. Review or approval of engineering reports, facilities plans, Plans and Specifications, or other documents, or the inspection of Project construction by DNR, does not relieve the Municipality of its responsibility to properly plan, design, build, and effectively operate and maintain the Project as required by laws, regulations, permits, and good management practices. DNR or its representatives are not responsible for increased costs resulting from defects in the Plans and Specifications or other Project documents. Nothing in this section prohibits a Municipality from requiring more assurances, guarantees, or indemnity or other contractual requirements from any party performing Project work.

ARTICLE V COVENANTS

Section 5.01. Application of Financial Assistance The Municipality shall apply the proceeds of the Financial Assistance solely to Project Costs.

Section 5.02. Operation and Maintenance; Equipment Replacement Fund

(a) After completion of the Project, the Municipality shall:

- (1) at all times operate the Project or otherwise cause the Project to be operated properly and in a sound and economical manner, including proper training of personnel;
- (2) maintain, preserve, and keep the Project or cause the Project to be maintained, preserved, and kept in good repair, working order, and condition; and
- (3) periodically make, or cause to be made, all necessary and proper repairs, replacements, and renewals so that at all times the operation of the Project may be properly conducted in a manner that is consistent with the requirements of the WPDES Permit. The Municipality shall not, without the approval of DNR, discontinue operation of, sell, or otherwise dispose of the Sewerage System, except for portions of the Sewerage System sold or otherwise disposed of in the course of ordinary repair and replacement of parts so long as this FAA is outstanding.

(b) The Municipality shall establish an equipment replacement fund according to s. NR 162.08, Wis. Adm. Code, and maintain the equipment replacement fund as a separate fund of the Municipality. All User Fees or other revenues specifically collected for the equipment replacement fund shall be deposited into the equipment replacement fund and used for replacement and major repair of equipment necessary for the operation of the Sewerage System, or for unexpected, unbudgeted costs incurred for continuing effective operations of the Sewerage System. Annual deposits shall be made to the equipment replacement fund in amounts sufficient to meet the equipment replacement itemized schedule developed by the Municipality or the percentage schedule option. The Project Manager Summary Page (Exhibit F) shall specify the required annual deposit or required minimum balance/percentage.

Section 5.03. Compliance with Law At all times during construction of the Project and operation of the Sewerage System, the Municipality shall comply with all applicable federal, state, and local laws, ordinances, rules, regulations, permits, and approvals, and with this FAA, including, without limitation, the Statute, the Regulations, and the WPDES Permit.

Section 5.04. Public Ownership The Municipality shall at all times retain ownership of the Project and the Sewerage System of which it is a part.

Section 5.05. Establishment of Project Accounts; Audits

(a) The Municipality shall maintain Project accounts in accordance with generally accepted accounting principles (GAAP), including standards relating to the reporting of infrastructure assets and directions issued by the CWFP. Without any request the Municipality shall furnish to DOA as soon as available, and in any event within one hundred eighty (180) days after the close of each fiscal year, a copy of the audit report for such year and accompanying GAAP-based financial statements for such period, as examined and reported by such independent certified public accountants of recognized standing selected by the Municipality and reasonably satisfactory to DOA, whose reports shall indicate that the accompanying financial statements have been prepared in conformity with GAAP and include standards relating to the reporting of infrastructure assets.

(b) The Municipality shall maintain a separate account that reflects the receipt and expenditure of all CWFP funds for the Project. All Financial Assistance shall be credited promptly upon receipt thereof and shall be reimbursement for or expended only for Project Costs. The Municipality shall: permit any authorized representative of DNR or DOA, or agents thereof, the right to review or audit all records relating to the Project or the Financial Assistance; produce, or cause to be produced, all records relating to any work performed under the terms of this FAA for examination at such times as may be designated by any of them or their authorized representatives; permit extracts and copies of the Project records to be made by them or their authorized representatives; and fulfill information requests by them or their authorized representatives.

Section 5.06. Records The Municipality shall retain all files, books, documents, and records relating to construction of the Project for at least three years following the date of Final Completion of the Project, or for longer periods if necessary due to any appeal, dispute, or litigation. All other files and records relating to the Project shall be retained so long as this FAA remains in effect. As-built plans for the Project shall be retained for the useful life of the Project.

Section 5.07. Project Areas The Municipality shall permit representatives of DNR access to the Project and related records at all reasonable times, include provisions in all contracts permitting such access during construction and operation of the Sewerage System, and allow extracts and copies of Project records to be made by DNR representatives.

Section 5.08. Engineering Inspection The Municipality shall provide competent and adequate inspection of all Project construction under the direction of a professional engineer licensed by the State. The Municipality shall direct such engineer to inspect work necessary for the construction of the Project and to determine whether such work has been performed in accordance with the Plans and Specifications. Any such work not in accordance with the Plans and Specifications shall be remedied, unless such noncompliance is waived by DNR.

Section 5.09. Tax Covenants

(a) The Municipality covenants and agrees that it shall not take any action, or omit to take any action, which action or omission would result in the loss of the exclusion of the interest on any Municipal Obligations now or hereafter issued from gross income for purposes of federal income taxation as that status is governed by Section 103(a) of the Code or any successor provision.

(b) The Municipality shall not take any action, or omit to take any action, which action or omission would cause its Municipal Obligations to be "private activity bonds" within the meaning of Section 141(a) of the Code or any successor provision.

(c) The Municipality shall not directly or indirectly use, or permit the use of, any proceeds of the Bonds (or amounts replaced with such proceeds) or any other funds, or take any action, or omit to take any action, which use or action or omission would cause the Bonds to be "arbitrage bonds" within the meaning of Section 148(a) of the Code or any successor provision. The Municipality hereby further covenants to ensure that all amounts actually received by such Municipality from the CWFP are advanced within three Business Days to the entity submitting the invoice (or to reimburse the Municipality) to which each amount relates, and that all amounts actually received by such Municipality from the CWFP shall not be invested in any interest-bearing account.

(d) The Municipality shall not use (directly or indirectly) the proceeds of the Bonds in any manner that would constitute an "advance refunding" within the meaning of Section 149(d)(2) of the Code or any successor provision. Without limiting the foregoing, any proceeds of the Bonds used to repay interim or other prior financing of project costs will be applied within three Business Days to the payment of principal of such financing.

Section 5.10. User Fee Covenant

(a) The Municipality hereby certifies that it has adopted and shall charge User Fees with respect to the Project in accordance with applicable laws and the Statute and in amounts such that revenues of the Municipality with respect to the Project shall be sufficient, together with other funds available to the Municipality for such purposes, to pay all costs of operating and maintaining the Project in accordance with this FAA, and to pay all amounts due under this FAA and the Municipal Obligations.

(b) The Municipality covenants that it shall adopt and shall adequately maintain for the design life of the Project a system of User Fees with respect to the Project in accordance with s. NR 162.08, Wis. Adm. Code. The Municipality covenants that it shall review the User Charge System at least annually until Substantial Completion of the Project and every two years thereafter and shall revise and charge User Fees with respect to the Project such that the revenues and funds described in paragraph (a) shall be sufficient to pay the costs described in paragraph (a).

Section 5.11. Notice of Impaired System The Municipality shall promptly notify DNR and DOA in the case of: any material damage to or destruction of the Project or any part thereof; any actual or threatened proceedings for the purpose of taking or otherwise affecting by condemnation, eminent domain, or otherwise, all or a part of the Sewerage System; any action, suit, or proceeding at law or in equity, or by or before any governmental instrumentality or agency, or any other event which may impair the ability of the Municipality to construct the Project or operate the Sewerage System or set and collect User Fees as set forth in Section 5.10.

Section 5.12. Hold Harmless The Municipality shall save, keep harmless, and defend DNR, DOA, and all their officers, employees, and agents, against any and all liability, claims, and costs of whatever kind and nature for injury to or death of any person or persons, and for loss or damage to any property occurring in connection with or in any way incident to or arising out of the construction, occupancy, use, service, operation, or performance of work in connection with the Project or acts or omissions of the Municipality's employees, agents, or representatives.

Section 5.13. Nondiscrimination Covenant

(a) In connection with the Project, the Municipality agrees to comply with fair employment practices pursuant to subchapter II of ch. 111, Wis. Stats. This provision shall include, but is not limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Municipality agrees to post in conspicuous places, available for employees and applicants for employment, notices setting forth the provision of the nondiscrimination clause.

(b) The Municipality shall incorporate the following provision into all Project contracts which have yet to be executed: "In connection with the performance of work under this contract, the contractor agrees not to discriminate against any employee or applicant because of age, race, religion, color, handicap, sex, physical condition, developmental disability, or national origin. The contractor further agrees to comply with fair employment practices pursuant to subchapter II of ch. 111, Wis. Stats. This provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor further agrees to take affirmative action to ensure equal employment opportunities for persons with disabilities. The contractor agrees to post in conspicuous places, available for employees and applicants for employment, notices setting forth the provisions of the nondiscrimination clause."

Section 5.14. Employees The Municipality or its employees or agents are not employees or agents of the DNR or DOA for any purpose, including worker's compensation.

Section 5.15. Adequate Funds The Municipality shall have sufficient funds available to repay the Municipal Obligations. The Municipality shall have sufficient funds available when construction of the Project is completed to ensure effective operation and maintenance of the Project for purposes constructed.

Section 5.16. Management The Municipality shall provide and maintain competent and adequate management, supervision, and inspection at the construction site to ensure that the completed work conforms with the Plans and Specifications. The Municipality shall furnish progress reports and such other information as DNR may require.

Section 5.17. Reimbursement Any payment of Financial Assistance to the Municipality in excess of the amount determined by final audit to be due the Municipality shall be reimbursed to DOA within 60 days after DNR or DOA provides a notice of overpayment.

Section 5.18. Unpaid User Fees The Municipality shall, to the fullest extent permitted by law, take all actions necessary to certify any unpaid User Fees to the county treasurer in order that such unpaid User Fees will be added as a special charge to the property tax bill of the user.

Section 5.19. Sewer Use Ordinance The Municipality shall comply with the provisions of the Sewer Use Ordinance, as certified in the Application. The Municipality covenants that it shall comply with and enforce all provisions of the Sewer Use Ordinance, as established pursuant to the Statute and Regulations.

Section 5.20. Rebates The Municipality agrees to pay to the CWFP any refunds, rebates, credits, or other amounts received for Project Costs for which disbursement of funds has already been made by the CWFP. The CWFP shall then apply the amount it receives as a Loan prepayment or as a recovery of a Loan disbursement with Principal Forgiveness (if there is no outstanding Loan principal balance for the Project).

Section 5.21. Maintenance of Legal Existence

(a) Except as provided in par. (b), the Municipality shall maintain its legal existence and shall not dissolve or otherwise dispose of all or substantially all of its assets and shall not consolidate with or merge into another legal entity.

(b) A Municipality may consolidate with or merge into any other legal entity, dissolve or otherwise dispose of all of its assets or substantially all of its assets, transfer all or substantially all of its assets to another legal entity (and thereafter be released of all further obligation under this FAA and the Municipal Obligations) if:

- (1) the resulting, surviving, or transferee legal entity is a legal entity established and duly existing under the laws of Wisconsin;
- (2) such resulting, surviving, or transferee legal entity is eligible to receive financial assistance under the Statute;
- (3) such resulting, surviving, or transferee legal entity expressly assumes in writing all of the obligations of the Municipality contained in this FAA and the Municipal Obligations and any other documents the CWFP deems reasonably necessary to protect its environmental and credit interests; and
- (4) the CWFP shall have consented in writing to such transaction, which consent may be withheld in the absolute discretion of the CWFP.

Section 5.22. Wage Rate Requirements The Municipality represents that it shall comply with Section 513 of the Federal Water Pollution Control Act (33 USC 1372), which requires that all laborers and mechanics employed by contractors and subcontractors funded directly by or assisted in whole or in part with funding under this Loan shall be paid wages at rates not less than those prevailing on projects of a character similar

in the locality as determined by the Secretary of Labor (DOL) in accordance with subchapter IV of chapter 31 of title 40, United States Code.

Section 5.23. Fiscal Sustainability Plan The Municipality has completed all required components of a Fiscal Sustainability Plan and shall maintain the plan at least for the life of the Loan.

Section 5.24. Use of American Iron and Steel The Municipality agrees to comply with requirements for Use of American Iron and Steel contained in section 608 of the Act for products used in the Project which are made primarily of iron and/or steel.

Section 5.25 Federal Single Audit At the time of signing of this FAA, the funds awarded to the Municipality for this Project are not considered to be subject to federal single audit requirements, but such consideration may change subsequent to the FAA if any changes are made to federal single audit requirements applicable to municipalities.

ARTICLE VI
MISCELLANEOUS

Section 6.01. Notices All notices, certificates, or other communications hereunder shall be sufficiently given, and shall be deemed given, when hand delivered or mailed by registered or certified mail, postage prepaid, return receipt requested to the addresses set forth below:

- (a) DEPARTMENT OF ADMINISTRATION
OFFICE OF CAPITAL FINANCE
CLEAN WATER FUND PROGRAM
101 EAST WILSON STREET 10TH FLOOR
MADISON WI 53702-0004
OR
PO BOX 7864
MADISON WI 53707-7864
- (b) DEPARTMENT OF NATURAL RESOURCES
BUREAU OF COMMUNITY FINANCIAL ASSISTANCE
101 SOUTH WEBSTER STREET CF/2
MADISON WI 53702-0005
OR
PO BOX 7921
MADISON WI 53707-7921
- (c) US BANK CORP TRUST
MATTHEW HAMILTON EP-MN-WS3T
60 LIVINGSTON AVENUE
ST PAUL MN 55101-2292
- (d) CITY OF WAUSAU
407 GRANT STREET
WAUSAU WI 54403

Any of the foregoing parties may designate any further or different addresses to which subsequent notices, certificates, or other communications shall be sent, by notice in writing given to the others. Any notice herein shall be delivered simultaneously to DNR and DOA.

Section 6.02. Binding Effect This FAA shall be for the benefit of, and shall be binding upon, the CWFP and the Municipality and their respective successors and assigns.

Section 6.03. Severability In the event any provision of this FAA shall be held illegal, invalid, or unenforceable by any court of competent jurisdiction, such holding shall not invalidate, render unenforceable, or otherwise affect any other provision hereof.

Section 6.04. Amendments, Supplements, and Modifications This FAA may be amended, supplemented, or modified to provide for additional financial assistance for the Project by the CWFP to the Municipality or for other purposes. All amendments, supplements, and modifications shall be in writing between the CWFP (by DNR and DOA acting under authority of the Statute) and the Municipality.

Section 6.05. Execution in Counterparts This FAA may be executed in several counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument.

Section 6.06. Applicable Law This FAA shall be governed by and construed in accordance with the laws of the State, including the Statute.

Section 6.07. Benefit of Financial Assistance Agreement This FAA is executed, among other reasons, to induce the purchase of the Municipal Obligations. Accordingly, all duties, covenants, obligations, and agreements of the Municipality herein contained are hereby declared to be for the benefit of, and are enforceable by, the CWFP, its Trustee, or its authorized agent.

Section 6.08. Further Assurances The Municipality shall, at the request of DNR and DOA, authorize, execute, acknowledge, and deliver such further resolutions, conveyances, transfers, assurances, financing statements, and other instruments as may be necessary or desirable for: better assuring, conveying, and providing Principal Forgiveness; and assigning, and confirming the rights, security interests, and agreements concerning Principal Forgiveness or intended to be Principal Forgiveness provided by this FAA and relating to the Municipal Obligations.

Section 6.09. Assignment of Municipal Obligations The Municipality hereby agrees that the Municipal Obligations may be sold, transferred, pledged, or hypothecated to any third party without the consent of the Municipality.

Section 6.10. Covenant by Municipality as to Compliance with General Resolution The Municipality covenants and agrees that it shall comply with the provisions of the General Resolution with respect to the Municipality and that the Trustee and the owners of the Bonds shall have the power and authority provided in the General Resolution. The Municipality further agrees to aid in the furnishing to DNR, DOA, or the Trustee of opinions that may be required under the General Resolution.

Section 6.11. Termination This FAA may be terminated in whole or in part pursuant to one or more of the following:

- (a) The CWFP and the Municipality may enter into an agreement to terminate this FAA at any time. The termination agreement shall establish the effective date of termination of this FAA, the basis for settlement of termination costs, and the amount and date of payment of any sums due either party.
- (b) If the Municipality wishes to unilaterally terminate all or any part of the Project work for which Financial Assistance has been awarded, the Municipality shall promptly give written notice to DNR. If the CWFP determines that there is a reasonable basis for the requested termination, the CWFP may enter into a termination agreement, including provisions for FAA termination costs, effective with the date of cessation of the Project work by the Municipality. If the CWFP determines that the Municipality has ceased work on the Project without reasonable basis, the CWFP may unilaterally terminate Financial Assistance or rescind this FAA.

Section 6.12. Rescission The CWFP may rescind this FAA prior to the first disbursement of any funds hereunder if it determines that:

- (a) there has been substantial non-performance of the Project work by the recipient without justification under the circumstances;
- (b) there is substantial evidence this FAA was obtained by fraud;
- (c) there is substantial evidence of gross abuse or corrupt practices in the administration of the Project;
- (d) the Municipality has failed to comply with the covenants contained in this FAA; or
- (e) any of the representations of the Municipality contained in this FAA were false in any material respect.

IN WITNESS WHEREOF, the CWFP and the Municipality have caused this FAA to be executed and delivered, as of the date and year first written above.

CITY OF WAUSAU

By: _____
Katie Rosenberg
Mayor

Attest: _____
Leslie M Kremer
City Clerk

STATE OF WISCONSIN
DEPARTMENT OF ADMINISTRATION

By: _____
Authorized Officer

STATE OF WISCONSIN
DEPARTMENT OF NATURAL RESOURCES

By: _____
Authorized Officer

EXHIBIT A
PROJECT BUDGET SHEET

CITY OF WAUSAU
CWFP Project No. 4138-05

	Total Project Costs	Ineligible Costs (A)	CWFP Total Award Amount for this Project	Principal Forgiveness Amount (B)	Net CWFP Loan Amount
Force Account	0	0	0	0	0
Interim Financing Costs	0	0	0	0	0
Preliminary Engineering	4,437,685	0	4,437,685	0	4,437,685
Land or Easement Acquisition	0	0	0	0	0
Engineering/Construction Mgmt.	6,195,156	703,150	5,492,006	0	5,492,006
Construction/Equipment	77,732,000	0	77,732,000	1,750,000	75,982,000
Contingency	3,886,600	0	3,886,600	0	3,886,600
Miscellaneous Costs	100,000	0	100,000	0	100,000
CWF Closing Costs	24,995	0	24,995	0	24,995
Total	\$ 92,376,436	\$ 703,150	\$ 91,673,286	\$ 1,750,000	\$ 89,923,286

A = Drinking Water System portion of Application Engineering Services Contract (SCADA).

B = \$750,000 General Principal Forgiveness + \$1,000,000 Phosphorus Reduction Priority Principal Forgiveness

City of Wausau, Wisconsin

Project 4138-05 Clean Water Fund Program

Loan Closing Date:

Exhibit B - 30 Years

June 24, 2020

Payment Date	Principal Payment	Interest Rate	Interest Payment	Principal & Interest	Bond Year Debt Service	Calendar Year Debt Service
1-Nov-20	0.00	1.870%	593,218.92	593,218.92	0.00	593,218.92
1-May-21	0.00	1.870%	840,782.72	840,782.72	1,434,001.64	0.00
1-Nov-21	0.00	1.870%	840,782.72	840,782.72	0.00	1,681,565.44
1-May-22	0.00	1.870%	840,782.72	840,782.72	1,681,565.44	0.00
1-Nov-22	0.00	1.870%	840,782.72	840,782.72	0.00	1,681,565.44
1-May-23	2,473,069.16	1.870%	840,782.72	3,313,851.88	4,154,634.60	0.00
1-Nov-23	0.00	1.870%	817,659.53	817,659.53	0.00	4,131,511.41
1-May-24	2,519,315.56	1.870%	817,659.53	3,336,975.09	4,154,634.62	0.00
1-Nov-24	0.00	1.870%	794,103.93	794,103.93	0.00	4,131,079.02
1-May-25	2,566,426.76	1.870%	794,103.93	3,360,530.69	4,154,634.62	0.00
1-Nov-25	0.00	1.870%	770,107.84	770,107.84	0.00	4,130,638.53
1-May-26	2,614,418.94	1.870%	770,107.84	3,384,526.78	4,154,634.62	0.00
1-Nov-26	0.00	1.870%	745,663.02	745,663.02	0.00	4,130,189.80
1-May-27	2,663,308.57	1.870%	745,663.02	3,408,971.59	4,154,634.61	0.00
1-Nov-27	0.00	1.870%	720,761.08	720,761.08	0.00	4,129,732.67
1-May-28	2,713,112.44	1.870%	720,761.08	3,433,873.52	4,154,634.60	0.00
1-Nov-28	0.00	1.870%	695,393.48	695,393.48	0.00	4,129,267.00
1-May-29	2,763,847.65	1.870%	695,393.48	3,459,241.13	4,154,634.61	0.00
1-Nov-29	0.00	1.870%	669,551.51	669,551.51	0.00	4,128,792.64
1-May-30	2,815,531.60	1.870%	669,551.51	3,485,083.11	4,154,634.62	0.00
1-Nov-30	0.00	1.870%	643,226.29	643,226.29	0.00	4,128,309.40
1-May-31	2,868,182.04	1.870%	643,226.29	3,511,408.33	4,154,634.62	0.00
1-Nov-31	0.00	1.870%	616,408.79	616,408.79	0.00	4,127,817.12
1-May-32	2,921,817.04	1.870%	616,408.79	3,538,225.83	4,154,634.62	0.00
1-Nov-32	0.00	1.870%	589,089.80	589,089.80	0.00	4,127,315.63
1-May-33	2,976,455.02	1.870%	589,089.80	3,565,544.82	4,154,634.62	0.00
1-Nov-33	0.00	1.870%	561,259.94	561,259.94	0.00	4,126,804.76
1-May-34	3,032,114.73	1.870%	561,259.94	3,593,374.67	4,154,634.61	0.00
1-Nov-34	0.00	1.870%	532,909.67	532,909.67	0.00	4,126,284.34
1-May-35	3,088,815.28	1.870%	532,909.67	3,621,724.95	4,154,634.62	0.00
1-Nov-35	0.00	1.870%	504,029.25	504,029.25	0.00	4,125,754.20
1-May-36	3,146,576.12	1.870%	504,029.25	3,650,605.37	4,154,634.62	0.00
1-Nov-36	0.00	1.870%	474,608.76	474,608.76	0.00	4,125,214.13
1-May-37	3,205,417.10	1.870%	474,608.76	3,680,025.86	4,154,634.62	0.00
1-Nov-37	0.00	1.870%	444,638.11	444,638.11	0.00	4,124,663.97
1-May-38	3,265,358.39	1.870%	444,638.11	3,709,996.50	4,154,634.61	0.00
1-Nov-38	0.00	1.870%	414,107.01	414,107.01	0.00	4,124,103.51
1-May-39	3,326,420.60	1.870%	414,107.01	3,740,527.61	4,154,634.62	0.00
1-Nov-39	0.00	1.870%	383,004.98	383,004.98	0.00	4,123,532.59
1-May-40	3,388,624.66	1.870%	383,004.98	3,771,629.64	4,154,634.62	0.00
1-Nov-40	0.00	1.870%	351,321.34	351,321.34	0.00	4,122,950.98
1-May-41	3,451,991.94	1.870%	351,321.34	3,803,313.28	4,154,634.62	0.00
1-Nov-41	0.00	1.870%	319,045.21	319,045.21	0.00	4,122,358.49
1-May-42	3,516,544.19	1.870%	319,045.21	3,835,589.40	4,154,634.61	0.00
1-Nov-42	0.00	1.870%	286,165.52	286,165.52	0.00	4,121,754.92
1-May-43	3,582,303.57	1.870%	286,165.52	3,868,469.09	4,154,634.61	0.00
1-Nov-43	0.00	1.870%	252,670.98	252,670.98	0.00	4,121,140.07
1-May-44	3,649,292.65	1.870%	252,670.98	3,901,963.63	4,154,634.61	0.00
1-Nov-44	0.00	1.870%	218,550.10	218,550.10	0.00	4,120,513.73
1-May-45	3,717,534.42	1.870%	218,550.10	3,936,084.52	4,154,634.62	0.00
1-Nov-45	0.00	1.870%	183,791.15	183,791.15	0.00	4,119,875.67
1-May-46	3,787,052.31	1.870%	183,791.15	3,970,843.46	4,154,634.61	0.00
1-Nov-46	0.00	1.870%	148,382.21	148,382.21	0.00	4,119,225.67
1-May-47	3,857,870.19	1.870%	148,382.21	4,006,252.40	4,154,634.61	0.00
1-Nov-47	0.00	1.870%	112,311.13	112,311.13	0.00	4,118,563.53
1-May-48	3,930,012.36	1.870%	112,311.13	4,042,323.49	4,154,634.62	0.00
1-Nov-48	0.00	1.870%	75,565.51	75,565.51	0.00	4,117,889.00
1-May-49	4,003,503.60	1.870%	75,565.51	4,079,069.11	4,154,634.62	0.00
1-Nov-49	0.00	1.870%	38,132.75	38,132.75	0.00	4,117,201.86
1-May-50	4,078,369.11	1.870%	38,132.75	4,116,501.86	4,154,634.61	4,116,501.86
Totals	89,923,286.00		29,522,050.30	119,445,336.30	119,445,336.30	119,445,336.30
			Net Interest Rate	1.8700%		
			Bond Years	1,578,719.2805		
			Average Life	17.5563		

The above schedule assumes full disbursement of the loan on the loan closing date.

26-May-20 Wisconsin Department of Administration

Loan Payment Schedule Comments

Please review the preceding loan payment schedule. It shows the dates of your first interest and principal payments. The preceding loan payment schedule assumes you draw all the loan funds on the loan closing date. However, borrowers often draw loan funds over time. Interest only accrues on the funds disbursed and only after the date of each disbursement.

You can view your actual payment schedule based on disbursements to-date at <http://eif.doa.wi.gov/> by selecting Loan Payment Schedule on the lower half of the page. You can also request loan payment information from doaeif@wisconsin.gov.

You can generate additional reports at <http://eif.doa.wi.gov/>.

<u>Available Report</u>	<u>Information Provided</u>
Auditor Verification Report	Provides information commonly requested by municipal auditors. Available for completed calendar years.
Loan Account History	Loan disbursements, principal payments, and loan balance as of the selected date.
Loan Payment Schedule	Future principal and interest payments for disbursements through the selected date.
Payment History	Past principal and interest payments through the selected date.
Disbursement History	Past loan and grant disbursements through the selected date.

Use the Output to Excel button at the bottom of the page to create your report in Microsoft Excel. Find details on generating reports at <http://eif.doa.wi.gov/siteDescr.htm>.

After your last disbursement of loan funds and project close-out, we will email the final loan payment schedule to you.

The Environmental Improvement Fund sends invoices semi-annually. Principal and interest payments are due by May 1 each year. Interest-only payments are due by November 1. You will receive an invoice approximately 45 days prior to the due date. If you have multiple loans, we will send a single invoice showing the payment amount for each loan.

Please call Katherine Miller at 608-266-2305 or email doaeif@wisconsin.gov for more information on your payment schedule.

EXHIBIT C

FORM OF LOAN DISBURSEMENT TABLE

<u>Amount of</u> <u>Disbursement</u>	<u>Date of</u> <u>Disbursement</u>	<u>Series of Bonds</u>	<u>Principal Repaid</u>	<u>Principal Balance</u>
\$ _____	_____	_____	\$ _____	\$ _____
\$ _____	_____	_____	\$ _____	\$ _____
\$ _____	_____	_____	\$ _____	\$ _____
\$ _____	_____	_____	\$ _____	\$ _____
\$ _____	_____	_____	\$ _____	\$ _____
\$ _____	_____	_____	\$ _____	\$ _____
\$ _____	_____	_____	\$ _____	\$ _____
\$ _____	_____	_____	\$ _____	\$ _____
\$ _____	_____	_____	\$ _____	\$ _____

EXHIBIT D

OPERATING CONTRACTS

As of the date of this FAA, the Municipality does not have any contracts with private entities or other governmental units to operate its Sewerage System.

EXHIBIT E

**ENVIRONMENTAL IMPROVEMENT FUND
CONTRACT UTILIZATION OF DISADVANTAGED BUSINESS ENTERPRISES (DBE)**

MANDATORY PROJECT CLOSEOUT DOCUMENT

Note: This form is authorized by s. NR 162.14(4)(b)4, Wis. Adm. Code. Receipt of this completed form by the Department is mandatory prior to receiving a final disbursement. The information printed on this form is taken from the completed DBE Subcontractor Utilization Form (EPA Form 6100-4). Any changes or additions made to the list of prime contractors and DBE subcontractors during the construction must be reflected on this form at closeout. Personal information collected on this form will be used for program administration and must be made available to requesters as required by Wisconsin Open Records Law (s. 19.31 – 19.39, Wis. Stats.).

Municipality Name: City of Wausau	Project Number: 4138-05	Loan/Grant Amount: \$91,673,286
Project Description: WWTP Modifications and Improvements		
Did the municipality satisfy the DBE requirements? ☒ Yes ☐ No (If no, refer to Project Manager Summary Page of the FAA.)		

Construction/Equipment/Supplies Contracts	Indicate DBE Type	Type of Product or Service *	CWFP-Eligible Contract Estimate \$	Actual Amount Paid to DBE Firm
				Municipality Completes at Project Closeout
Prime: Miron Construction Co Inc	☐ MBE ☐ WBE ☐ Other ☒ N/A	Construction	77,732,000	
Sub: Wisconsin Rebar	☐ MBE ☒ WBE ☐ Other	Rebar - Setting	481,000	
Sub:	☐ MBE ☐ WBE ☐ Other			
Sub:	☐ MBE ☐ WBE ☐ Other			
Sub:	☐ MBE ☐ WBE ☐ Other			
Sub:	☐ MBE ☐ WBE ☐ Other			
Prime:	☐ MBE ☐ WBE ☐ Other ☐ N/A			
Sub:	☐ MBE ☐ WBE ☐ Other			
Sub:	☐ MBE ☐ WBE ☐ Other			
Sub:	☐ MBE ☐ WBE ☐ Other			
Sub:	☐ MBE ☐ WBE ☐ Other			
Sub:	☐ MBE ☐ WBE ☐ Other			
Prime:	☐ MBE ☐ WBE ☐ Other ☐ N/A			
Sub:	☐ MBE ☐ WBE ☐ Other			
Sub:	☐ MBE ☐ WBE ☐ Other			
Sub:	☐ MBE ☐ WBE ☐ Other			
Sub:	☐ MBE ☐ WBE ☐ Other			
Sub:	☐ MBE ☐ WBE ☐ Other			
				Total MBE \$ _____
				Total WBE \$ _____
				Total Other \$ _____

Professional/Technical Services Contracts	Indicate DBE Type	Type of Product or Service *	CWFP-Eligible Contract Estimate \$	Actual Amount Paid to DBE Firm Municipality Completes at Project Closeout
Prime: Donohue and Associates	☐ MBE ☐ WBE ☐ Other x N/A	Engineering	9,929,691	
Sub:	☐ MBE ☐ WBE ☐ Other			
Sub:	☐ MBE ☐ WBE ☐ Other			
Prime:	☐ MBE ☐ WBE ☐ Other ☐ N/A			
Sub:	☐ MBE ☐ WBE ☐ Other			
Sub:	☐ MBE ☐ WBE ☐ Other			
Prime:	☐ MBE ☐ WBE ☐ Other ☐ N/A			
Sub:	☐ MBE ☐ WBE ☐ Other			
Sub:	☐ MBE ☐ WBE ☐ Other			
				Total MBE \$ _____
				Total WBE \$ _____
				Total Other \$ _____

*Type of Product or Service examples: landscaping, trucking, supplies, equipment, paving, concrete, plumbing, electrical, excavating, testing, design, etc.

Name of Person Completing This Form	Email Address	Phone Number
-------------------------------------	---------------	--------------

Certification		
I certify that, to the best of my knowledge and belief, the information provided on this form is complete and correct.		
Name/Title of Municipal Official	Signature	Date Signed

EXHIBIT F

PROJECT MANAGER SUMMARY PAGE

CITY OF WAUSAU

CWFP Project No. 4138-05

1. **Project Description:** The overall scope of the Project is to provide modifications and improvements to the City of Wausau's WWTF to address undersized disinfection and biosolids process trains and to remediate safety and efficiency issues. The Project also addresses effluent limits for phosphorus.

Significant portions of the Project include the following: site improvements to address safety and parking; SCADA system modernization; building improvements to improve energy efficiency including tuck-pointing and replacement of windows and doors; code compliance; pump replacements; solids handling system improvements; increased capacity for biosolids handling and treatment; installation of control valves; chemical feed systems for phosphorus removal; improved primary and secondary settling; improved activated sludge system; and improved effluent filtration.

This Project is eligible to receive priority Principal Forgiveness for phosphorus reduction for 50% of the phosphorus reduction-related project costs, up to a cap of \$1,000,000. This Project is awarded \$1,000,000 in priority Principal Forgiveness. In addition, general Principal Forgiveness for this Project is calculated and awarded up to 30% of the remaining CWFP Total Award Amount up to a cap of \$750,000. Therefore, a total of \$1,750,000 in Principal Forgiveness is awarded in this FAA.

2. **Ineligible Costs:** A portion of the Donohue & Associates construction management contract (\$703,150) is for services related to the new drinking water treatment plant and thus ineligible to include in the CWFP Loan.
3. **Other Funding Sources:** SDWLP project #4930-09 for the drinking water portion of the Donohue & Associates construction management contract.
4. **Miscellaneous Costs:** As shown in the Project Budget Sheet (Exhibit A), CWFP funding in the amount of \$100,000 is included in the Miscellaneous category for:
 - IT Equipment - \$50,000
 - Asset Management Software - \$50,000
5. **Contingency Allowance:** The Contingency allowance of \$3,886,600 is five percent of the amount of uncompleted construction work. The Municipality must obtain CME approval of change orders prior to requesting reimbursement.
6. **Equipment Replacement Fund:** The Municipality shall establish an equipment replacement fund according to s. NR 162.08, Wis. Adm. Code, and maintain the equipment replacement fund as a separate fund of the Municipality. Annual deposits shall be made to the equipment replacement fund in amounts sufficient to meet the equipment replacement schedule developed by the Municipality. Based on review of the equipment replacement fund information in the CWFP application, the annual deposit is estimated at \$719,338.
7. **DBE Good Faith Effort:** The City of Wausau and the prime contractor made a good faith effort to utilize disadvantaged business enterprise (DBE) firms in the Project. Wisconsin Rebar is being utilized on the Project for an estimated subcontract amount of \$481,000.
8. **Green Project Reserve:** Motors will be replaced with premium efficiency motors and variable frequency drives will be installed on some of the motors. A Class A biosolids program, with drying, will be implemented.

Green Infrastructure	\$0
Water Efficiency	\$0
Energy Efficiency	\$823,000
Environmentally Innovative	\$14,000,000
 Total Green Project Reserve Funding	 \$14,823,000

9. Use of American Iron and Steel: This Project is subject to the Use of American Iron and Steel (UAIS) requirements of section 608 of the Act.
10. Fiscal Sustainability Plan: The Municipality certified to DNR that a Fiscal Sustainability Plan (FSP) that meets the requirements of section 603(d)(1)(E) of the Act has been developed and that the plan will be maintained at least for the life of the Loan.
11. Increase of User Fees: As a condition of closing the Loan and execution of this FAA, the Municipality shall enact a resolution increasing User Fees. At closing of this Loan, User Fees in effect shall generate revenue net of current expenses at least equal to principal and interest on the 2017D and 2019C sewer system revenue bonds plus interest on this Loan times the required debt service coverage ratio. As of the date of this FAA, the required debt service coverage ratio is 125%, subject to change as provided in section 3.03 hereof. User Fees in effect at Substantial Completion of the Project shall generate revenue net of current expenses at least equal to the maximum annual principal and interest on the Municipal Obligations and any Parity Obligations times the required debt service coverage ratio. The Municipality shall review User Fees annually until Substantial Completion of the Project and revise them as necessary to satisfy the debt service coverage requirements above and in section 3.03 hereof.

The Municipality expects to enact the resolution increasing User Fees on June 9, 2020, with a series of User Fee increases effective October 1, 2020; July 1, 2021; and October 1, 2022.
12. Loan Term: The Project has a documented average useful life of 30 years or greater, and therefore is eligible for a 30-year Loan term. The Municipality has elected the 30-year Loan term.

EXHIBIT G

FEDERAL REQUIREMENTS COMPLIANCE CERTIFICATION

**[Prepare on Municipal Letterhead at Project
Completion and Closeout]**

The undersigned officials of the City of Wausau (the "Municipality") hereby certify that, for all expenditures made for construction of DNR Project No. 4138-05 (the "Project"), the Municipality has met the prevailing wage rate requirements of the Davis-Bacon Act.

The Municipality further certifies that, after taking into account any national or project-specific waivers approved by the U.S. Environmental Protection Agency, DNR Project No. 4138-05 has met the requirements for the Use of American Iron and Steel contained in section 608 of the Federal Water Pollution Control Act, as amended.

The Municipality further certifies that a Fiscal Sustainability Plan meeting the requirements of section 603(d)(1)(E) of the Federal Water Pollution Control Act, as amended, has been completed for the treatment works and that the plan will be maintained at least for the life of the CWFP Loan for the Project.

The above certification is determined, after due and diligent investigation, to be true and accurate to the best of my knowledge.

By: _____
[Name of Municipal Official or
Authorized Representative]
[Title]

Dated as of: _____

Attest: _____
[Name of Clerk or Secretary]
[Title]

Dated as of: _____



Minutes of June 2, 2020

A meeting of the Wausau Water Works Commission was called to order at 1:30 p.m. in City Hall on June 2, 2020. In compliance with Wisconsin Statutes, this meeting was posted and receipted for by the Wausau Daily Herald on May 29, 2020.

Members present: President Rosenberg, Commissioners Force, Robinson, Herbst, Gehin.
Others present: Eric Lindman, Dave Erickson, Scott Boers, Valerie Swanborg, Steve Opatik/Becher Hoppe, Mike Gerbitz/Donohue, Brian Roemer/Ehlers Inc. via WebEx.

Discussion and Possible Action on Approval of the Financial Assistance Agreement (FAA) for the WDNR Clean Water Fund Loan for the Wastewater Treatment Facility Upgrade.

Lindman explained that the actual Financial Assistance Agreements which are like these were completed by the DNR and he had forwarded those out to everyone. He tried to break out the amounts on the spreadsheet to specify where the costs are coming from, what the principal forgiveness is and what the professional services vs construction costs are. This is the agreement and amounts the commission will agree to, along with the mandated contingencies that the DNR requires us to add on to the loan. If those contingencies aren't spent then that isn't something we will borrow. These will be finalized through our bond council along with the resolutions for next week's city council meeting. Bond council has not yet completed their review and resolution. Gehin noticed that the interest rate did creep up a little. Lindman advised when we first started this a couple years ago, we were looking at 1.65% and that is what we were basing the rate increases on. When Covid hit there was an increase so now it's at 1.76% for the water and 1.87% for the wastewater. Force confirmed this is a fixed rate. Lindman confirmed that is correct.

Gehin moved to approve the FAA for the Clean Water Fund Loan so we can proceed with the financing from the state. Seconded by Herbst. Motion carried 5-0.

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

ORDINANCE OF COMMON COUNCIL			
Amending Chapter 2.16 Standing Rules of the Common Council Rule 2 – Quorum Required and Rule 4 – Absence of Members			
Committee Action:	Pending	Ordinance Number:	
Fiscal Impact:	None		
File Number:	02-0432	Date Introduced:	June 9, 2020

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

Add ()

Section 1. That Rule 2, Quorum Required, is hereby amended to read as follow:

RULE 2 – QUORUM REQUIRED

A quorum is necessary for the transaction of any council business. Two-thirds (2/3) of all members of the council, excluding the mayor, shall constitute a quorum. Vacant seats shall be counted to determine whether or not a quorum is present. Members may appear in person or by any method of remote technology, including by telephone or videoconference. A quorum may be established through participation by any method of remote technology and members shall be allowed to vote by telephone by roll call vote.

Section 2. That Rule 4, Absence of Members, is hereby amended to read as follows:

RULE 4 – ABSENCE OF MEMBERS

If an alderman for any reason cannot attend either in person or by telephonic or videoconference means, a regularly scheduled meeting, he or she shall notify the city clerk, before the meeting in question, of his or her anticipated absence. The alderman's absence shall be entered into the council's record.

Section 3. These amendments shall no longer be in force and effect after October 1, 2020.

Section 4. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 5. 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 FINANCE COMMITTEE

Approving amendment to agreement between City of Wausau and Associated Trust Company, N.A. and withdrawal of funds from Wausau Cemetery Perpetual Trust fund

Committee Action: Pending

Fiscal Impact: No fiscal impact. These are not city funds. They represent funds held in trust for the cemetery.

File Number: 00-0808

Date Introduced: June 9, 2020

FISCAL IMPACT SUMMARY

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

RESOLUTION

WHEREAS, on June 19, 1968, the City of Wausau and Wisconsin Valley Trust Company, as Trustee, entered into an agreement establishing a trust known as the City of Wausau Cemetery Perpetual Care; and

WHEREAS, on August 8, 2000, the Common Council approved entering into a new agreement with M & I Trust Company, and changed the name of the trust to Wausau Cemetery Perpetual Care; and

WHEREAS, on June 10, 2015, the Common Council approved Associated Bank, N.A. and Associated Trust Company, N.A. be named as successor trustee to M & I Trust Company, to manage the subject trust; and

WHEREAS, the City received a request from the Wausau Cemetery Association requesting to withdraw \$65,000 from the principal in order to replace old equipment; and

WHEREAS, the current Agreement does not permit such a withdrawal without the consent of the City, and therefore the Agreement would need to be amended; and

WHEREAS, your Finance Committee, at their June 9, 2020 meeting, discussed and approved amending the Agreement to allow the withdrawal of funds with the City's consent and approved such withdrawal.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Wausau that the proper city officials are hereby authorized to execute an amendment to the Agreement between the City of Wausau and Associated Trust Company, N.A., and to authorize a withdrawal of \$65,000 to replace old equipment at the Cemetery.

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

TO: Members of the Finance Committee and Common Council
FROM: Anne Jacobson, City Attorney *aj*
DATE: June 2, 2020
RE: Cemetery Trust Fund Agreement

Purpose: To review a request from the Wausau Cemetery Association for a distribution of principal for maintenance equipment costs.

Background: The City needs to amend its agreement with the Wausau Cemetery Association if it is to allow distributions from principal.

On June 19, 1968, the City of Wausau and Wisconsin Valley Trust Company, as Trustee, entered into an agreement establishing a trust known as the "City of Wausau Cemetery Perpetual Care." The City delivered assets to the Trustee to be invested and managed and the income returned to the City to be disbursed to the Cemetery Association for the perpetual maintenance and care of the Pine Grove Cemetery. The Investment Committee of the Common Council maintained control over the sale of delivered securities and the investment in anything other than fixed income securities. The agreement had no term, and 60 days' notice to the other party was required for modification or termination.

On August 8, 2000, the City approved a new agreement with M & I Trust Company, renaming the trust "Wausau Cemetery Perpetual Care," and making other revisions not germane to this request.

On September 11, 2001, the City approved an agreement between the City and the Wausau Cemetery Association for lease of a snow disposal site, as the Association was seeking annual financial assistance from the city at that time. Given that municipalities are required to take control of cemeteries, pursuant to Wis. Stats. §157.115, that have been abandoned or for which a cemetery authority has failed to manage or care, the Council authorized payment to the Cemetery Association for 2001-2002 of \$40,000 with an annual increase based upon CPI.

In March of 2015, the administrator of the trust at BMO Harris (successor to M & I) was retiring and they planned to continue charging the Association \$5,000 as their fee to manage the trust, but wanted to exit the market. According to the terms of the agreement, the City is to name the successor trustee. Therefore, on June 10, 2015, the City approved an agreement with Associated Trust Company, N.A., and made revisions to the prior agreement's terms to comply with statutory requirements.

On April 28, 2015, the Finance Committee directed that quotes be obtained to manage this fund account and the request for quotes was sent to eleven firms. On June 4, 2015, only one firm had responded by the deadline – Associated Bank.

On June 10, 2015, the City approved Associated Bank, N.A., and Associated Trust Company, N.A., to be named the successor trustee to manage the trust known as the Wausau Cemetery Perpetual Care. They proposed to manage the account for an 0.84% administrative fee per annum, excluding the additional cost of holding mutual funds, internal to funds themselves, charged and retained by the fund companies.

Discussion: On May 20, 2020, I received the attached request from the President of the Wausau Cemetery Association, requesting the City authorize withdrawal of principal from the perpetual care fund, in the clarified amount of \$65,000, for repair and purchase of new equipment – a utility vehicle, replacement of mowers and other equipment, and to cover costs for replacing and improving safety equipment, replacing office flooring, and unexpected plumbing repairs.

Most of their operating funds come from the City's lease payment for the snow disposal site, which amount was just under \$60,000 last year. The perpetual care fund totaled \$700,000 as of 12/31/19, and last week, when I spoke with the trustee, the fund held \$678,000.

Paragraph 4.(c) of the Agreement provides that the Trustee disburse directly to the Wausau Cemetery Association annually, the net income of the Trust as determined on December 31 of each year. Sub. (d) provides that "the Trustee may distribute principal from the Trust *only as provided in Paragraph 11 or as otherwise permitted under applicable law.*" Paragraph 11 states "This Agreement may be modified by the City upon giving sixty (60) days' notice to the Trustee; provided, however, that such modifications must be acceptable to the Trustee."

The Trustee, Attorney Colin Retzinger, is agreeable to amending Paragraph 4. (d) to provide that "The Trustee may distribute principal from the Trust, upon the written request of the Wausau Cemetery Association, on a case-by-case basis, so long as the City of Wausau consents to such distribution."

Recommendation: Given the Cemetery Association's demonstrated stewardship of the City's annual lease payment and use to cover operating costs, and given the management and growth of the perpetual care fund, and the Association's deferred maintenance equipment repair and/or replacement, the Trustee felt the fund could handle a \$65,000

withdrawal of principal on this occasion for demonstrated needs, but will need the City's consent.

Attached: Agreement, Perpetual Care Fund request

Maryanne Groat
Finance Director
City of Wausau
City Hall
407 Grant Street
Wausau, WI 54403

Re: Wausau Cemetery Association and Pine Grove Cemetery
Perpetual Care Fund

Dear Ms. Groat:

I am writing as the president of the Wausau Cemetery Association. As you know, our Board is responsible for overseeing and maintaining Pine Grove Cemetery.

I am sure that you are also aware that the past six months have been a trying time for our Board, as we have worked to return a semblance of working order to the cemetery after the tragic murder of our manager, Patty Grimm, on October 2, 2019. Our operation seems to be working smoothly now, first with our interim manager Pat Haskins and continuing with the hiring of a new manager, Kaci Kalbes. We also have hired a foreman to replace Bill Buhse, who was severely injured in the tragic event.

As you also are aware, I am sure, the Association is in need of funds to replace old equipment that no longer can be repaired. Our crew has done an admirable job over the years of repairing the equipment over and over in order to delay the purchase of new equipment, but we have reached the point where that is no longer possible. We are currently in need of a utility vehicle to haul dirt and other material back and forth from grave sites. We have gotten along with using our back hoe for this purpose, but it definitely is not a satisfactory solution. We also need to replace some mowers and other equipment. Since October we have also had to replace and improve safety equipment, replace office flooring, arrange for unscheduled plumbing repairs. We are hoping that a fundraising effort by a local citizen may aid us in our efforts, but these efforts are in their infancy and success is not assured.

As you are aware, we receive funds from the City of Wausau through the current lease agreement, which we greatly appreciate and rely upon. Last year these funds totaled just under \$60,000. Most of our operating funds come out of this amount. Of course, we do receive funds from burial fees and grave sales, but we cannot rely on a great amount from this source. We also have the perpetual care fund required by statute that is on deposit at Associated Bank. We are restricted to accessing the yearly interest from this fund, and are unable to withdraw funds from it on our own volition. However, Associated Bank has informed us that the City of Wausau can give its permission to withdraw such funds. On behalf of our board, I would like to ask you to authorize such a withdrawal. An amount of \$50,000 to \$70,000 to be withdrawn in lump sum or incrementally would allow us much leeway in

replacing our equipment, all of which would come under the definition of perpetual care. As of December 31, 2019, the fund totaled about \$700,000.

I would suggest that we set up a meeting, whether in person at some point, by telephone, or by videoconference, with you and some members of our board along with our new manager, Kaci Kolbes, at a date satisfactory to you. Unfortunately, I cannot meet in the near future as I am recovering from a broken knee cap that has compromised my mobility. Of course, if you are familiar with the issue and desire to give permission forthwith, there would be no need for a meeting. Please call me at 715-842-7672 (also@charter.net) or Kaci at the cemetery office, 715-842-4560 (wausaucemetery@gmail.com).

Thank you very much for considering our request. I look forward to hearing from you.

A handwritten signature in black ink, appearing to read "Allan G. Solomonson". The signature is fluid and cursive, with a long horizontal stroke at the end.

Allan G. Solomonson, president
Wausau Cemetery Association

AGREEMENT

THIS AGREEMENT, by and between the CITY OF WAUSAU (the "City"), and ASSOCIATED TRUST COMPANY, N.A. (the "Trustee");

WITNESSETH:

The City has delivered unto the Trustee the assets listed in Schedule "A" attached hereto, in trust to be used as authorized by ss. 157.11 of the Wisconsin Statutes, with the net income therefrom to be paid in accordance with Paragraph 4(c) to the Wausau Cemetery Association for the perpetual maintenance and care of the Pine Grove Cemetery and any other cemeteries that may hereafter come within the jurisdiction of the Wausau Cemetery Association.

- 1. This trust shall be known as the Wausau Cemetery Perpetual Care Trust.**
- 2. The Trustee shall hold and retain and invest the Trust assets, and collect and receive all income therefrom, in accordance with Paragraph 4.**
- 3. The parties understand that the Wausau Cemetery Association may make its perpetual care deposits directly to the Trustee.**
- 4. The Trust assets and the proceeds thereof shall be invested and reinvested and administered by the Trustee under the terms and conditions stated herein:**
 - (a) The Trust assets shall be invested in accordance with Chapter 881 of the Wisconsin Statutes.**
 - (b) The Trustee shall perform its discretionary investment duties in accordance with the investment guidelines approved by the Finance Committee of the Wausau City Council (See Exhibit "B"), as may be amended from time to time.**
 - (c) The Trustee shall disburse directly to the Wausau Cemetery Association annually the net income of the Trust as determined on December 31 of each year. Payouts of the distributable amount shall be made during the succeeding year. The foregoing notwithstanding, the Wausau Cemetery Association may, in any year, direct the Trustee in writing to distribute less than all of the net income of the Trust, and such undistributed income shall then be added to the Trust principal.**
 - (d) The Trustee may distribute principal from the Trust only as provided in Paragraph 11 or as otherwise permitted under applicable law.**
- 5. The Trustee is empowered to do all things necessary or convenient for the proper administration of the Trust, and shall have all powers granted by law.**

6. The Trustee shall be compensated from the Trust for its fees and reasonable expenses in accordance with the Trustee's standard fee schedule. The Trustee shall allocate receipts and disbursements between income and principal according to the applicable statute or in an equitable manner where there is no express provision made by statute. However, the Trustee may deviate from the applicable statute in a special situation where the Trustee, in good faith, determines that strict application of the statute is impractical or not in the best interest of the beneficiaries as a whole.
7. The Trustee shall provide to the Wausau Cemetery Association and the City a quarterly accounting of the Trust each year.
8. There shall be an annual review of the Trust account and the investment guidelines conducted by the Trustee, a representative of the City, and a representative of the Wausau Cemetery Association. This review shall occur on or before March 31 of each year.
9. Additional funds acceptable to the Trustee may be deposited and shall be invested by the Trustee in accordance with the terms hereof.
10. The Trustee shall not be responsible for the application of any Trust funds distributed in accordance with this Agreement or for ensuring that the City or the Wausau Cemetery Association complies with applicable laws or regulations. The Trustee shall not be liable for any loss or damage resulting from decisions made or actions taken by the Trustee in good faith.
11. This Agreement may be modified by the City upon giving sixty (60) days' notice to the Trustee; provided, however, that such modifications must be acceptable to the Trustee. This Agreement may be revoked or terminated by the City upon giving sixty (60) days' notice to the Trustee. Upon such revocation or termination, the Trustee shall deliver the Trust assets to the City of Wausau or to a successor trustee selected by the City of Wausau.
12. This Agreement shall be governed by the laws of the State of Wisconsin.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 5th day of October, 2015.

Witnesses

Kathie J. Shoreschel

Lisa Arsch

Erin Johnson

CITY OF WAUSAU

James E. Tipple

James E. Tipple, Mayor

Toni Rayala

Toni Rayala, City Clerk

ASSOCIATED TRUST COMPANY, N.A.

Tyson Cain

Tyson Cain, Assistant Vice-President
Trust Officer

SCHEDULE "A"

ASSETS TO BE IDENTIFIED UPON TRANSFER TO SUCCESSOR TRUSTEE

Associated Bank
Private Client & Institutional Services
INVESTMENT POLICY STATEMENT
 (Not for use with Directed Accounts)

Account #: _____

Account Name: Wausau Cemetery Association Perpetual Care FundCapacity: Foundation/Endowment - 53 or 68

Investment Authority:

☒ Sole☐ Joint (Joint not applicable to IRAs)

Capital Appreciation portfolios are designed to provide long term capital growth with varying degrees of above average market risk. This objective is met through ownership in common stocks that offer potential appreciation, plus reasonable dividend income. Investors require a long-term approach as capital losses may be sustained during periods of unfavorable market conditions.

- ☐ 75-100% Equities* / 0-25% Cash (Capital Appreciation 3)
- ☐ 70-95% Equities* / 5-30% Fixed Income and Cash (Capital Appreciation 2)
- ☐ 55-80% Equities* / 20-45% Fixed Income and Cash (Capital Appreciation 1)

Balanced portfolios are designed to preserve the real value of capital while achieving an income stream from it. The objective is to provide a balance between equity and fixed income securities. Investors understand the volatility of the markets and are willing to accept moderate risk. They realize that their portfolios may show capital losses due to unfavorable market conditions although generally over short periods of time.

- ☒ 40-65% Equities* / 35-60% Fixed Income and Cash (Balanced)

Principal Preservation portfolios are designed to preserve the real value of capital while generating stable and predictable cash flow. Limited participation in equity allocations allow for limited market risk and capital appreciation. Emphasis is given to fixed income securities designed to generate income with varying degrees of limited equity exposure in order to offset the erosion of principal due to inflation.

- ☐ 20-45% Equities* / 55-80% Fixed Income and Cash (Principal Preservation 3)
- ☐ 0-20% Equities* / 80-100% Fixed Income and Cash (Principal Preservation 2)
- ☐ 100% Fixed Income and Cash (Principal Preservation 1)

Special – Allocations/objective that does not fit with the objectives identified above or a customized IPS has been developed and/or provided. *Additional definition is required or additional support attached.*

- ☐ Special

Definition (if no attachment):

* Equities may include preferred and alternative securities.

Account #: _____

Account Name: Wausau Cemetery Association Perpetual Care Fund

Capacity: Foundation/Endowment - 53 or 68

Unique, Directed or Concentrated Assets (Applicable acknowledgement or direction to retain with a concentration must be obtained; notation here is not sufficient to direct retention):

Are the above assets considered in the investment objective, or should these be excluded when considering the portion of the assets ATC manages?

☐ Included in objective ☐ Objective is exclusive of these assets

☐ Other (explain): _____

Other Considerations:

I/We understand the account's investment objectives and that these investment objectives accurately communicate my/our investment goals and needs. I/We understand the constraints of my/our account in reaching these investment objectives and have discussed both the account's investments objectives and constraints with the trust, investment, and/or administrative officer. I/We understand that I/We must provide timely updates to the trust, investment, and/or administrative officer about any changes, which may impact these investment objectives.

Third Party Signature, if applicable for capacity or 3rd party involvement

Client Signature
(i.e. grantor, principal)

Patricia A. Grimm

Date

Client Signature
(i.e. co-grantor, co-principal)

Patricia A. Grimm

Date

8/12/2015

Signature required in this box by Grantor(s), Principal(s) or IRA holder/beneficiary - only for Revocable Trust, Agency (all types) or IRA

Participant Signature

Date

Signature required in this box only for segregated accounts

Co-Fiduciary

Date

Co-Fiduciary

Date

(If more than one third party with shared investment responsibilities)

Signature required in this box if co-trustee, co-guardian, co-conservator or party named in document that can consult on investment objectives

For Associated Trust Company Use Only

Relationship
Manager

[Signature]

Date

8-12-15

Portfolio
Manager

[Signature]

Date

8-12-15

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

RESOLUTION OF THE FINANCE COMMITTEE

Approving Intergovernmental Agreement for Law Enforcement Services for the 2020 Democratic National Convention in Milwaukee, Wisconsin

Committee Action: Pending

Fiscal Impact: None

File Number: 20-0607

Date Introduced: June 9, 2020

FISCAL IMPACT SUMMARY

COSTS	<i>Budget Neutral</i>	Yes ☒ No ☐	City will be reimbursed for payroll and travel costs
	<i>Included in Budget:</i>	Yes ☒ No ☐	<i>Budget Source: Police Budget</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: Reimbursement by the City of Milwaukee</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 Milwaukee has been designated as the host city of the Democratic National Convention by the DNC Services Corp., to be held August 17 to August 20, 2020 at the Fiserv Forum and many surrounding venues throughout the Metropolitan Area; and

WHEREAS, the Convention has been classified by the federal government as a National Special Security Event, for which the United States Secret Service is the authorized lead agency for the design and implementation of the Security Plan; and

WHEREAS, the City of Milwaukee, through its police department, is responsible for coordinating local law enforcement efforts in compliance with the Security Plan. In this role, the City of Milwaukee seeks to promote the safety and welfare of all Convention participants and members of the public, while enabling individuals to exercise their constitutional rights; and

WHEREAS, the City of Milwaukee seeks to procure the assistance of additional law enforcement personnel to provide services required by the Security Plan during the Convention Security Period; and

WHEREAS, your Finance Committee, at their June 9, 2020 meeting, discussed and approved the Intergovernmental Agreement for Law Enforcement Services for the 2020 Democratic National Convention.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Wausau that the proper city officials are hereby authorized to execute the Intergovernmental Agreement for Law Enforcement Services for the 2020 Democratic National Convention.

Approved:

Katie Rosenberg, Mayor

Intergovernmental Agreement for Law Enforcement Services for the 2020
Democratic National Convention in Milwaukee, Wisconsin

WAUSAU POLICE DEPARTMENT

This Intergovernmental Agreement for Law Enforcement Services for the 2020 Democratic National Convention in Milwaukee, Wisconsin is made as of _____, 2020, (the “Effective Date”) by and between the City of Milwaukee, Wisconsin (“City”) and the City of Wausau, Wisconsin, (the “Agency”) for the provision of law enforcement services to facilitate the safe and secure completion of scheduled Convention events and the protection of Convention delegates, dignitaries, media and the general public.

1. Definitions.

“Agreement” means this Intergovernmental Agreement for Law Enforcement Services for the 2020 Democratic National Convention in Milwaukee, Wisconsin, and all of its exhibits, attachments, and schedules.

“Agency” is defined in the introductory paragraph of this Agreement.

“Agency Commanding Officer” means the member of Agency Personnel designated by Agency to receive assignments from the City MPD Commanding Officer, to coordinate Agency Personnel in such a manner as to carry out those assignments, and to receive and respond to such administrative requests as City MPD deem necessary to fulfill the requirements of the Security Plan and fulfill the requirements of the federal security grant under which Agency will serve as a sub-recipient. Agency Commanding Officer(s) shall be identified as such in Exhibit A.

“Agency Personnel” means all of the employees of Agency that Agency agrees to supply to City for the purposes of fulfilling Agency’s obligations under this Agreement. “Agency Personnel” includes, but is not limited to, Agency’s LEOs.

“Agency Emergency Event” means a court order preventing Agency from fulfilling its obligations under this Agreement or a public emergency in Agency’s jurisdiction of such magnitude that even after incurring reasonable overtime expenses, Agency cannot adequately provide for the safety of the public without the services of some or all of the Agency Personnel.

“City” is defined in the introductory paragraph of this Agreement. “City” includes City MPD.

“City MPD” means the City of Milwaukee Police Department, a department of the City.

“City MPD Commanding Officer” means any of the following City MPD chain of command: Chief of Police Alfonso Morales, Asst. Chief Michael Brunson, or their designees. The City may amend this list of individuals at any time by providing notice to the Agency In Writing.

“City MPD Policies” means City MPD’s Code of Conduct and standard operating procedures, along with those state and local laws regulating police services in the State of Wisconsin and the City of Milwaukee, as may be amended from time to time. City MPD’s Code of Conduct and standard operating procedures are available online at <https://city.milwaukee.gov/Directory/police/About-MPD/Code-of-Conduct.htm#.XMhwordKiUk>.

“Convention” means the 2020 Democratic National Convention scheduled to take place from August 17 to 20, 2020, for which the City has been selected as the host city.

“Convention Facilities” means any venue, hotel, office, event space, public space or any other location, indoors or outdoors, within the Metropolitan Area that is designated in the Security Plan as a location where Convention events are occurring, Convention attendees are staying or where Convention-related security services are required during the Convention Security Period pursuant to the Security Plan.

“Convention Security Period” means the time period set forth in the Security Plan during which Agency’s law enforcement services are required to supplement the City’s law enforcement services. The exact dates of the Convention Security Period will be mutually agreed upon by the Parties after completion of the Security Plan. For planning purposes at the time the Agreement is executed, the Convention Security Period may reasonably be expected to extend from approximately August 14, 2020 through August 21, 2020.

“DNC” means the DNC Services Corp., a District of Columbia nonprofit corporation, or an entity affiliated with DNC Services Corp.

“Effective Date” is defined in the introductory paragraph of this Agreement.

“Host Committee” means The Good Land Committee, Inc., a Wisconsin non-stock, nonprofit corporation.

“In Writing” means a written document signed by the City MPD Commanding Officer(s) utilizing forms attached hereto as Exhibit D. PDF signatures are acceptable. E-mail authorizations are “In Writing” only if the email originates from the official City email account (@milwaukee.gov) of one of the individuals specified in this paragraph. Text messages, Facebook messages, and similar social media messaging messages are not “In Writing” and should not be used for official purposes.

“LEO” means a law enforcement officer employed by the Agency who is licensed or certified as a law enforcement officer according to the state and local laws of the Agency.

“Metropolitan Area” means the City of Milwaukee metropolitan area, which encompasses those surrounding municipalities containing Convention Facilities and events and as may be further defined in the Security Plan. “Metropolitan Area” may include locations outside of what is traditionally thought of as metropolitan Milwaukee.

“Party” means either the City or Agency, individually.

“Parties” means the City and Agency, collectively.

“Security Plan” means the security plan developed by the City in cooperation with the USDHS and its subsidiary agencies and divisions, including, but not limited to, the USSS, and in cooperation with other appropriate federal, state and local law enforcement and emergency services agencies, and in consultation with the DNC and the Host Committee for the provision of police, fire, security, bomb disposal and emergency and rescue services in and around the Convention Facilities and at all official Convention-related meetings and activities in the Metropolitan Area.

“USDHS” means the United States Department of Homeland Security.

“USSS” means the United States Secret Service.

2. Authority.

2.1. Statutory Authority. Wisconsin Statutes § 66.0313 provides that any Wisconsin law enforcement agency may assist a requesting Wisconsin law enforcement agency with their law enforcement efforts within the requesting agency's jurisdiction. Such mutual assistance may include, but is not limited to, the use of specialized equipment, facilities and trained personnel. Wisconsin Statutes § 66.0303 allows a Wisconsin law enforcement agency to enter into a mutual aid agreement with a law enforcement agency of another state subject to certain statutory limitations, including the approval of the Attorney General of the State of Wisconsin. If Agency is located in a state other than Wisconsin, Agency Personnel may not act with any arrest or other police authority in Wisconsin, pursuant to Wis. Stat. 175.46.

2.2. Authority to Execute. Each Party represents that it, and the person(s) signing on its behalf, possesses the legal authority, pursuant to appropriate statute, ordinance, resolution, or other official action of the Party's governing body or code, to enter into this Agreement and to validly and legally bind the Party to all terms herein.

3. Background.

3.1. The City has been designated as the host city of the Convention by the DNC, to be held August 17 to 20, 2020 at the Fiserv Forum and many surrounding venues throughout the Metropolitan Area.

3.2. The Convention has been classified by the federal government as a National Special Security Event, for which the USSS is the authorized lead agency for the design and implementation of the Security Plan.

3.3. The City, through its City MPD, is responsible for coordinating local law enforcement efforts in compliance with the Security Plan. In this role, the City seeks to promote the safety and welfare of all Convention participants and members of the public, while enabling individuals to exercise their constitutional rights.

3.4. The City seeks to procure the assistance of additional law enforcement personnel to provide services required by the Security Plan during the Convention Security Period.

3.5. Agency provides law enforcement services to the City of Wausau, Wisconsin, under the police powers and law enforcement authority granted under applicable state law.

3.6. At the request of the City, Agency will provide the services of the Agency Personnel identified in Exhibit A of this Agreement to assist the City in meeting the requirements of the Security Plan for the duration of the Convention Security Period. Exhibit A may be amended from time to time upon mutual written consent of the Agency Commanding Officer and City MPD Commanding Officer.

4. Organizational Structure.

4.1. Unified Law Enforcement Command. At all times during any joint training session prior to the Convention, and at all times during the Convention Security Period, Agency Personnel shall be subject to the structure of supervision, command and control coordinated by the City MPD through a unified law enforcement command structure, irrespective of the rank or job title normally held by any member of Agency Personnel within the Agency.

4.2. City MPD is the Lead Local Law Enforcement Agency. City MPD is the lead local law enforcement agency for purposes of Convention security and law enforcement. City MPD Commanding Officer, or his/her designee, will communicate the specific assignments for Agency Personnel to the Agency Commanding Officer. Agency shall be provided with briefings from City MPD as necessary, or upon request of Agency.

4.3. City MPD Policies to Apply. Agency Personnel performing services under the Agreement will abide by applicable City MPD Policies. City MPD will identify the

relevant City MPD Policies within the training materials City MPD will provide to Agency on or before June 1, 2020. Agency shall disseminate those City MPD Policies to Agency Personnel. City MPD shall train Agency Personnel on those City MPD Policies at the start of the Convention Security Period. In the event of a conflict between relevant Agency policies and City MPD Policies, Agency will instruct its Agency Personnel to follow City MPD Policies with respect to the services provided by Agency hereunder.

5. Agency Responsibilities.

5.1. Agency Personnel to Participate in Training. Upon reasonable advance written notification from City MPD, Agency Personnel shall participate in Convention training activities (whether in person or online) that are coordinated by City MPD, and in conformance with the deadlines specified by City MPD. City MPD shall make reasonable efforts to coordinate the training schedule with Agency, recognizing that City MPD will need to accommodate the schedules of many different agencies. At this time, it is anticipated that all training will occur during the Convention Security Period when Agency Personnel are in Milwaukee. Any training that occurs prior to the Convention Security Period shall be at Agency's cost unless specifically identified as required training by City MPD In Writing.

5.2. Services Limited. Services provided by Agency Personnel shall be limited to assignments in which Agency Personnel are already experienced or trained and for which they are licensed or certified to do in accordance with state and local laws of Agency. Assignment of duties to Agency Personnel shall be determined solely by City MPD and may comprise all aspects of law enforcement including, but not limited to traffic control, security detail and crowd control.

5.3. Agency to Provide Services. Agency shall assign Agency Personnel to complete those assignments provided to Agency by City MPD Commanding Officer in accordance with Section 4.2. Should Agency object to any specific assignment, Agency shall make such objection known immediately after receipt of the assignment to the City MPD Commanding Officer who shall reasonably attempt to accommodate Agency; provided that the decision of City MPD Commanding Officer and the requirements of the Security Plan shall control. Any refusal to accept an assignment may result in Agency not being reimbursed for personnel costs under Section 7 of this Agreement.

5.4. Agency Personnel "On Duty." If required by the assignments provided to Agency by the City MPD Commanding Officer, Agency Personnel shall be placed in an "on duty" status in which Agency Personnel are physically near specified Convention Facilities or a Convention-related event location within the Metropolitan Area, so as to be able to physically report in a timely manner to his or her assigned duty post, and be prepared to undertake the specific assignment. City MPD presently expects to provide a

tactical operating and briefing manual to Agency Personnel as they arrive in the City, which Agency Personnel shall comply with at all times while functioning under the terms of this Agreement.

5.5. Agency Personnel to Participate in After Action Activities. At the request of the City (including but not limited to City MPD, the City Comptroller, and the City Attorney), Agency shall reasonably provide information, participate in debriefings, complete surveys, respond to information requests required for insurance or audit purposes, and reasonably aid the City in the prosecution or defense of any civil or criminal proceedings related to Agency's performance under this Agreement or any matter in which Agency Personnel is identified by City MPD as a witness. Such assistance shall include the provision, by Agency, of personnel or other records in criminal and/or civil proceedings as reasonably requested by City.

5.6. [Intentionally left blank.]

5.7. Agency Personnel Names to be Sent to City MPD. Agency will provide to City MPD a list of all Agency Personnel that Agency intends to provide under this Agreement within 10 days of signing this Agreement or by June 1, 2020, whichever occurs later. The list shall be provided in the following format attached as Exhibit A. An electronic version of this spreadsheet will be made available upon request.

5.8. LEO Criteria. Each of the LEOs provided by Agency shall meet the following criteria:

5.8.1. Each LEO must be duly licensed or certified as a law enforcement officer or equivalent by the State of Wisconsin or by the authority of the state in which the Agency is located. Statutory certification requirements for Agency LEOs shall be forwarded to the City MPD with the list of all Agency Personnel required by Section 5.7.

5.8.2. Each LEO, by reason of experience, training and physical fitness must be qualified and capable of performing the duties required of an active duty licensed or certified police officer assigned to an event of the Convention's size and scope.

5.8.3. Each LEO participating in crowd control or management assignments as part of the Major Incident Response Team, as determined by City MPD, must have completed Mobile Field Force training or its equivalent and will complete other training as required by City MPD or USSS based upon the LEO's Convention assignment.

5.8.4. Each LEO must have been employed as a licensed or certified police officer for a minimum of two years by the Agency.

5.8.5. Each LEO must be an officer in good standing with the Agency. The Agency shall promptly notify the City MPD in the event that any LEO is no longer an officer in good standing with the Agency and the Agency shall remove that LEO from the list of Agency Personnel.

5.8.6. No LEO may have (i) been sued in an individual capacity in the last three years and adjudicated as liable for violations of the first amendment of the U.S. Constitution, or (ii) have any sustained complaints for the use of excessive, unreasonable or unnecessary force within the last five years.

5.9. Agency Personnel Equipment.

5.9.1. Each LEO shall be equipped by Agency at Agency's own expense, with a seasonally appropriate patrol uniform and equipment, including but not limited to: service belts, service weapon, radio, a device that contains oleoresin of capsicum, an electronic control device, and a personal soft ballistic body armor as required to be worn by the LEO while on duty for the Agency. Agency shall not bring to the Convention Facilities any other chemical or other non-lethal munitions except as provided by City MPD unless authorized by City MPD.

5.9.2. A complete, sanctioned, equipment list will be provided to Agency as part of the preparatory materials provided by City MPD no later than June 1, 2020. Any equipment, gear, service weapons or munitions that are not included on the equipment list may not be used by Agency Personnel during the Convention unless (a) Agency notifies City MPD in writing no later than July 1, 2020, and (b) City MPD consents In Writing to the use of the requested additional equipment.

5.9.3. Agency Personnel may not bring or utilize any demo equipment provided at low or no cost to Agency by a supplier seeking to demonstrate new equipment to the Agency or other agencies.

5.10. City MPD Can Decline Agency Personnel. At any time during the term of this Agreement, City MPD has the sole discretion to decline assignment or deployment of any Agency Personnel at any time without cause or explanation. In the event that City MPD declines assignment or deployment of Agency Personnel due to no fault of Agency or Agency Personnel, City MPD shall reimburse Agency for any costs already incurred pursuant to the terms and limitations of Section 7 of this Agreement.

5.11. Agency Judgment and Priority. Agency has entered this Agreement in good faith and intends to provide those Agency Personnel set forth herein to assist City

with implementation of the Security Plan during the Convention Security Period. However, the Parties recognize that resource availability requires Agency to exercise its best judgment in prioritizing and responding to the public safety needs of its own jurisdiction. That prioritization decision belongs solely to Agency and Agency may recall its Agency Personnel in accordance with the termination procedures set forth in Section 14 of this Agreement.

5.12. Agency Responsible for Costs. Agency shall be responsible for all costs associated with providing Agency Personnel that are not explicitly assumed by City in this Agreement and/or authorized In Writing. Nothing in this Section shall prohibit City MPD Commanding Officers from agreeing In Writing to the assignment of specific costs borne of unforeseen circumstances during the Convention Security Period.

6. City Responsibilities. In addition to its lead local law enforcement responsibilities for the Convention, the City will provide all of the following:

6.1. Event Training. City agrees that it will provide training for Agency Personnel as determined necessary by City MPD and USSS. Training will include the provision of preparatory materials and training according to the schedule described in Section 4.3.

6.2. Lodging and Food. City will provide lodging and food for Agency Personnel. City will also provide transportation between the lodging location and the Convention Facilities where Agency Personnel will be assigned. City MPD shall provide lodging and food location assignments to Agency prior to the Convention Security Period. This shall include a standard per diem for each Agency Personnel's one day travel to, and one day travel from, the City in accordance with the federal GSA Per Diem Rates then in effect for the City of Milwaukee which can be located here: <https://www.gsa.gov/travel/plan-book/per-diem-rates>.

6.3. Procuring Insurance. City is in the process of procuring a law enforcement liability insurance policy to cover certain liabilities of the Parties associated with the Convention. Said insurance policy will include coverage for the Agency and the Agency Personnel supplied to City for the purpose of fulfilling Agency's obligations under this Agreement for the Convention. Certificates of insurance shall be provided to Agency prior to the Convention Security Period. In the event that the policy cannot be procured before the Convention Security Period, City will notify Agency in writing.

7. Payment Terms.

7.1. Costs Covered. City shall cover the following costs, provided such costs are, in City's sole discretion, (1) actual, necessary, and pre-approved by the City either through assignments, as set forth herein, or otherwise In Writing utilizing Exhibit D, and

(2) properly supported by itemized receipts to be and/or payroll records submitted along with the form attached hereto as Exhibit B, and supported by all of the documentation set forth in Exhibit C. Any costs incurred by Agency prior to receiving pre-approval pursuant to subsection (1) of this Section 7.1, are incurred at Agency's own risk.

7.1.1. *Payment for Agency Personnel Time.* Payment for actual time worked and, if authorized by the U.S. Department of Justice and approved In Writing, actual time in training for each Agency Personnel whose services are actually utilized (including "on duty status" set forth in Section 5.4, or an auxiliary status) by the City MPD during the Convention Security Period, at the rate(s) provided by Agency in the Agency Personnel list required by Section 5.7. Agency Personnel are considered to be working when they are physically located at the Convention Facility to which they are assigned between the time that they check in with a City MPD Commanding Officer or designee and the time that they check out with a City MPD Commanding Officer or designee at the end of their shift. Agency Personnel are also considered to be working when they are being transported to the Convention Facility to which they are assigned before and after their shift in a vehicle authorized by City MPD. Agency Personnel are not considered to be working while located at their place of lodging or home or while traveling to or from their place of lodging or home to the meeting place for City MPD transportation of Agency Personnel to the Convention Facilities to which they are assigned, unless Agency Personnel are covered by a collective bargaining agreement or employment contract that requires them to be paid for such time (Agency shall provide City with a copy of such agreement or contract). The rates of Agency Personnel shall not exceed the costs of the individual Agency Personnel's normal salary and benefits, and the hours worked shall not exceed the hours set forth in the relevant training materials or Convention Security Period assignment unless pre-approved In Writing.

7.1.2. *Approved Expenses.* City shall reimburse reasonable and documented transportation and various additional expenses of Agency Personnel during such time that they are actually providing services under this Agreement during the Convention Security Period. City will estimate and itemize allowable expenses and categories of expenses at least two months before the Convention Security Period, and provide that estimate to Agency. Transportation expenses will be estimated using the current federal GSA mileage reimbursement rates. Agency will have six weeks after receiving the estimate to contest the not-to-exceed. The City shall not unreasonably deny Agency's requests; however, the decision of the City MPD Commanding Officer shall control. Agency shall not be reimbursed in excess of the not-to-exceed amount, nor shall Agency be reimbursed for expenses from categories of spending that are not set forth on City's not-to-exceed estimate (i.e. personal entertainment, additional food or transportation beyond that provided or authorized In Writing by City.)

7.2. Withhold Payment. In the event Agency fails to comply with any terms or conditions of this Agreement or to provide in any manner the work or services as agreed to herein, City may withhold a reasonable amount of any due payment until corrective action has been taken or completed. City may withhold payment for any Agency Personnel refusing to perform the work assigned by City MPD pursuant to Section 5.3 of this Agreement. This right is in addition to and not in lieu of the City's right of termination.

7.3. [Intentionally Omitted]

7.4. Federal Grant Requirements. Agency shall be reimbursed for allowable expenses as a sub-recipient of a federal grant expected to be awarded to the City. As such, Agency shall comply with all applicable requirements set forth in the DOJ Grants Financial Guide (https://ojp.gov/financialguide/doj/pdfs/DOJ_FinancialGuide.pdf), as set forth in 2 C.F.R. Part 200, and any additional requirements set forth in the grant agreement itself between the federal government and the City, a copy of which will be provided to Agency by June 1, 2020, and is incorporated into this Agreement by reference. Agency and City affirmatively acknowledge that the federal grant funds will not be used to supplant local and/or state funds. In order to provide adequate documentation of the costs of Agency Personnel expected to be reimbursed by City, Agency should create a separate rate code within its payroll system to be used to accurately track work of Agency Personnel under this Agreement.

8. Law Enforcement Procedures.

8.1. No Police Authority. Unless Agency is from a municipality located in the State of Wisconsin, Agency Personnel may not act with the arrest or other police authority of a law enforcement officer of any Wisconsin law enforcement agency pursuant to Wis. Stat. 175.46. Except as provided in this Section 8.1, the services to be provided by Agency Personnel shall be limited to security detail in accordance with the procedures and assignments that shall be provided by City MPD.

8.2. Activities. Law enforcement methods employed by the LEOs shall conform to the lawful commands of the City MPD Commanding Officer or his/her designee, City MPD Policies, City of Milwaukee Municipal Code of Ordinances, Wisconsin law, the United States Constitution, and other applicable law.

8.3. Conformance to Security Plan. All functions and duties to be performed by Agency Personnel under this Agreement shall conform to the Security Plan.

9. Term. The term of the Agreement shall begin on the Effective Date and shall end upon the completion of all obligations under this Agreement inclusive of participation in criminal and/or civil trials.

10. Consideration. Consideration for this Agreement shall be the exchange of monetary reimbursement for the services of Agency Personnel, the enhanced public safety and improved law enforcement activity in the Metropolitan Area for the Convention Security Period, and the professional growth and development of City MPD and Agency Personnel through the City and the Agency's training and cooperative efforts to provide a safe and secure Convention.

11. Independent Contractor.

11.1. Independent Relationship. This Agreement is not intended to and will not constitute, create, give rise to, or otherwise recognize a joint venture, partnership, corporation or other formal business association or organization of any kind between the Parties. The rights and obligations of the Parties under this Agreement will be only those expressly set forth in this Agreement. Agency will perform under this Agreement as an independent contractor to the City and not as a representative, employee, agent, or partner of the City. Nothing in the paragraph shall be construed to invalidate a Business Associate Agreement executed between the City and Agency, if required by Section 13.3 of this Agreement.

11.2. Payment of Wages and Benefits for Agency Personnel. Except to the extent covered by reimbursement by City compensation for Agency Personnel specifically set forth in this Agreement, Agency acknowledges and affirms that Agency remains fully responsible for any and all obligations as the employer of its Agency Personnel, including among other things: responsibility for the payments of: (i) earnings; (ii) overtime earnings; (iii) withholdings; (iv) insurance coverage; (v) workers' compensation; (vi) death benefits; (vii) medical and legal indemnity where lawful and appropriate; and (viii) all other requirements by law, regulations, ordinance or contract. Agency shall be responsible for the payment of any compensation or death benefits to Agency Personnel who are injured or killed while providing services to City under the terms of this Agreement. City shall reimburse Agency for those expenses to the extent required by state law.

11.3. Discipline / Probable Cause Matters. City shall refer disciplinary matters involving Agency Personnel to Agency. Based on the judgment of City, if a particular matter represents probable cause for the issuance of a criminal complaint, then such matter shall be referred directly to the Milwaukee Police Department or an external law enforcement agency, as appropriate, for investigation with appropriate notice to Agency.

12. Liability.

12.1. Indemnification. The City shall indemnify Agency and Agency Personnel for liability to third parties incurred while Agency Personnel are acting within the scope

of their employment to fulfill the terms of this Agreement to the extent required by Wis. Stat. § 66.0313.

12.2. No Waiver. Irrespective of any term of this Agreement, nothing contained in this Agreement shall waive or amend, nor be construed to waive or amend any privilege, defense, limitation of liability, or immunity that either Party, their respective officials, agents, or employees may have under any applicable federal, state, local, or common law.

13. Records.

13.1. Agency to Comply. Agency shall comply with all applicable local, state, and federal laws and requirements pertaining to maintenance and disclosure of personal information (name, age, phone number, address, social security number, etc.) belonging to members of the public and criminal justice records.

13.2. Security Information. Agency shall comply with all privilege requirements and procedures set forth by the USDHS, USSS or other governmental entity. If Agency has custody of a record provided by City which contains details of security arrangements or investigations, Agency shall, as soon as practical and without delay, notify City of any request to disclose such record and shall follow the requirements of Section 13.5, below, prior to disclosure. For purposes of this Paragraph, the term “record” shall be broadly construed and shall include, but not be limited to, all documents, paper, electronic files, and other things containing information, irrespective of the form of that record or data, *i.e.* electronic, hard copy, voice recording, photograph, etc., unless such form is specified by law.

13.3. Protected Health Care Information. Agency will comply with all applicable state and federal medical privacy laws, including but not limited to HIPAA and Sections 51.30, 146.816 and 146.82 of the Wisconsin Statutes, when applicable.

13.4. Wisconsin Public Records Law. Both Parties understand that City is bound by the Wisconsin Public Records Law, and as such, all of the terms of this Agreement are subject to and conditioned on the provisions of Wis. Stat. sec. 19.21 *et. seq.* Agency acknowledges that it is obligated to assist the City in retaining and producing records that are subject to the Wisconsin Public Records Law, including but not limited to those records produced or collected by Agency under this Agreement pursuant to Wis. Stat. sec. 19.36(3) and that the failure to do so shall constitute a material breach of this Agreement. The Parties further agree and acknowledge that because of the federal grant described in Section 7.4 of this Agreement, 2 CFR 200.333 shall establish the minimum record retention requirements to be followed by Agency. Agency certifies that it will comply with the record retention requirements in 2 CFR § 200.333. Agency further certifies that it will retain all records as required by 2 CFR § 200.333 for a period

of three years after it receives City notice that the City has submitted final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed. Nothing in this Section 13.4 should be construed as prohibiting the Agency from retaining records for longer than 2 CFR § 200.333 requires.

13.5. Notice of Request for Disclosure. Agency will provide notice to City of any request for the disclosure of information associated with or generated as a result of the work performed under this Agreement at least ten business days before such information is disclosed and shall confer with the City and, if City deems appropriate, the USSS before deciding whether the Wisconsin Public Records Law requires Agency to release the requested records. Nothing in this paragraph shall supersede any other term of this Section 13, and in the event of a direct conflict between this paragraph and any other paragraph and of this Section, this paragraph shall not control.

13.6. City Access to Agency's Records. Agency agrees that any duly authorized representative of the City, including the City Attorney and the City Comptroller or other financial representative, or a federal grant auditor, will have access to, and the right to, examine any directly pertinent records, documents, paper, and data of the Agency, involving transactions related to this Agreement until the expiration of the records retention period described in Section 13.4, above.

14. Early Termination.

14.1. Termination by City. City may terminate this Agreement at any time and for any reason. Should City terminate this Agreement, City shall pay Agency for any costs actually and already incurred pursuant to Section 7. City may withhold payment of costs for any particular Agency Personnel if that Agency Personnel receives training from City MPD and fails to comply with or perform any material term, condition or obligation contained in this Agreement and either such breach cannot be cured, or, if such breach may be cured, Agency or Agency Personnel fails to cure such default within seven calendar days after the City or City MPD provides Agency with notice of such failure.

14.2. Termination by Agency.

14.2.1. Agency may terminate this Agreement prior to June 1, 2020, upon a determination that it must do so to meet its own staffing needs. Upon such termination, Agency shall fully refund to City all costs, funds, or other payments that the City may have paid to Agency pursuant to this Agreement.

14.2.2. Agency may terminate this Agreement on or after June 1, 2020, only upon the occurrence of an Agency Emergency Event, including continuation of emergency orders in Agency's jurisdiction related to the COVID-19, or coronavirus, pandemic. If Agency terminates prior to the Convention Security

Period, Agency shall fully refund to City all costs, funds, or other payments that the City may have paid to Agency pursuant to this Agreement. If Agency terminates during the Convention Security Period, City shall pay to Agency only those costs, funds, or other payments for work performed by Agency prior to the moment of termination.

14.2.3. Agency may terminate this Agreement without payment of costs described in subsec. 14.2.2 if City fails to comply with or perform any material term, condition or obligation contained in this Agreement and either such breach cannot be cured, or, if such breach may be cured, City fails to cure such default within 7 calendar days after the Agency provides City with notice of such failure.

14.2.4. Despite the language in this section about refunding of costs, funds or other payments made by City to Agency, it is not expected that there will be any costs, funds or other payments made to Agency prior to the Convention Security Period.

14.3. Parties Contract in Good Faith. The Parties shall act in good faith to provide as much advance written notice of termination under this Section to the other Party that is reasonable under the circumstances.

14.4. Consequential Damages. Neither Party shall be entitled to recover any penalties, consequential damages or attorneys' fees related to an event of termination hereunder.

15. Governing Law. This Agreement, and all questions arising in connection herewith shall be governed by and construed in accordance with the internal laws of the State of Wisconsin. Venue for any action arising out of or in any way related to this Agreement shall be exclusively in Milwaukee County for matters arising under state law and in federal district court in the Eastern District of Wisconsin for matters arising under federal jurisdiction.

16. Notices. All notices required under this Agreement shall be provided to:

To the City: Alfonso Morales
 Chief of Police
 749 West State Street
 Milwaukee, WI 53233
 MPDChief@milwaukee.gov
 Via email and paper copy sent via U.S. Mail

With courtesy copies which shall not constitute notice to:

Deputy City Attorney Mary Schanning

City Hall, Room 800
200 East Wells Street
Milwaukee, WI 53202
mschan@milwaukee.gov

and

Nicholas DeSiato
Chief of Staff
Milwaukee Police Department
749 West State Street
Milwaukee, WI 53233
nidesi@milwaukee.gov

To Agency: Chief of Police
Wausau Police Department
515 Grand Avenue
Wausau WI 54403
Benjamin.bliven@ci.wausau.wi.us
Via email and paper copy sent via U.S. Mail

With courtesy copies which shall not constitute notice to:

City Attorney
City Hall
407 Grant Street
Wausau WI 54403
cityattorney@ci.wausau.wi.us

17. Additional Provisions.

17.1. Further Assurances. The Parties shall perform such acts, execute and deliver such instruments and documents, and do all such other things as may be reasonably necessary to accomplish the terms of this Agreement.

17.2. No Waiver. Any failure of a Party to assert any right under this Agreement, including but not limited to acceptance of partial performance or continued performances after a breach, shall not constitute a waiver or a termination of that right, this Agreement, or any of this Agreement's provisions.

17.3. Subcontracting. Neither Party shall subcontract for any of the work contemplated under this Agreement without obtaining the prior written approval of the other Party.

17.4. No Third Party Beneficiary. No provision in this Agreement is intended to create, or shall create, any rights with respect to the subject matter of this Agreement in any third party, including but not limited to members of the general public.

17.5. Headings. The captions and headings of paragraphs and sections in this Agreement are for convenience of reference only, and shall not be construed as defining or limiting the terms and provisions in this Agreement.

17.6. Severability. If any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction in any jurisdiction, such invalidity or unenforceability shall not affect the validity or enforceability of the remainder of this Agreement in that jurisdiction or the validity or enforceability of any provision of this Agreement in any other jurisdiction.

17.7. Survival. The terms of this Agreement and any exhibits and attachments that by reasonable implications contemplate continued performance, rights, or compliance beyond expiration or termination of the Agreement survive the Agreement and will continue to be enforceable.

17.8. Counterparts. This Agreement may be executed in multiple parts. Signatures to this Agreement transmitted by facsimile or by electronic mail shall be valid and effective to bind the Party so signing.

17.9. Nondiscrimination. It is the City's policy not to discriminate against any qualified employee or qualified applicant for employment because of an individual's sex, race, religion, color, national origin or ancestry, age, disability, lawful source of income, marital status, sexual orientation, gender identity or expression, victimhood of domestic abuse or sexual assault, past or present membership in the military service, HIV status, domestic partnership, genetic identity, homelessness, familial status, or an individual's affiliation or perceived affiliation with any of these categories, pursuant to Milwaukee Code of Ordinances Section 109-9. The Parties will comply with all requirements imposed by or pursuant to the regulations of the appropriate federal agency effectuating Title VI of the Civil Rights Act of 1964. The Parties agree to comply with all applicable requirements of the Americans with Disabilities Act of 1990, 42 U.S.C. 12101, *et seq.*

SIGNATURES APPEAR ON THE FOLLOWING PAGE(S)

The Parties have executed this Agreement as on the dates set forth below.

CITY OF MILWAUKEE

Alfonso Morales, Chief of Police

Dated this _____ day of _____, 2020.

Aycha Sawa, City Comptroller

Dated this _____ day of _____, 2020

Authorizing Resolution: 191193 & 191826

Approved as to Form and Execution:

Office of the City Attorney

Dated this _____ day of _____, 2020.

CITY OF WAUSAU

By: _____

Katie Rosenberg, Mayor

Dated this _____ day of _____, 2020.

By: _____

Leslie M. Kremer, City Clerk

Dated this _____ day of _____, 2020.

Exhibit A

List of Agency Personnel and Commanding Officer

(Electronic version available from Captain Derrick Harris, dharris@milwaukee.gov)

[illegible]

Exhibit B

(Electronic version available from Captain Derrick Harris, धारri@milwaukee.gov)

Exhibit C

(Electronic version available from Captain Derrick Harris, धारri@milwaukee.gov)

Exhibit D

Additional Expenditure Authorization Form - “In Writing”

Directions for Use of This Form: Use this form to obtain approval for additional expenditures “In Writing,” pursuant to your Agency’s Intergovernmental Agreement for Law Enforcement Services for the 2020 Democratic National Convention in Milwaukee, Wisconsin “Agreement.” Please note that your agency will not be reimbursed for any expenditures that were not expressly agreed to in the expense estimate provided pursuant to Section 7.1.2 of the Agreement unless you have both (1) obtained a valid signature on this form before making the expenditure, and (2) provide the City with the supporting documentation necessary for reimbursement described in Exhibit B of the Agreement.

Agency Information	
Agency:	
Agency Personnel Completing Form:	
Date:	
Additional Expenditure Information	
Expenditure Requested:	
Reimbursable Cost:	
Vendor:	
Description/Purpose:	
Additional Memo (optional):	
City of Milwaukee Commanding Officer Approval Information	
Name:	
Rank:	
Date:	
Signature:	
Memo (optional):	