



OFFICIAL NOTICE AND AGENDA

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

Meeting of the:	COMMON COUNCIL OF THE CITY OF WAUSAU
Date/Time:	Tuesday, June 13, 2023 at 6:30 p.m.
Location:	City Hall (407 Grant Street, Wausau WI 54403) - Council Chambers
Members:	Carol Lukens, Michael Martens, Tom Kilian, Doug Diny, Gary Gisselman, Becky McElhaney, Lisa Rasmussen, Sarah Watson, Dawn Herbst, Lou Larson, Chad Henke

Call to Order			
Pledge of Allegiance / Roll Call / Proclamations			
Public Comment:	Pre-registered citizens for matters appearing on the agenda and other public comment.		
Committee Reports:	BPW - Inusrance Claims - January 2023 - March 2023		Place on file
File #	CMT	Consent Agenda	ACT
23-0601	COUN	Minutes of previous meeting (5/23/23)	Place on file
23-0604	CISM	Initial Resolution Setting a public hearing regarding vacating and discontinuing an area of right-of-way abutting 505 South 21st Avenue, a portion of 509 South 21st Avenue, a portion of 514 South 21st Avenue, and a portion of 2111 Stewart Avenue	Approved 5-0
23-0605	CISM	Initial Resolution Setting a public hearing regarding vacating and discontinuing a portion of the alley north of Wegner Street abutting 503 South 22nd Avenue and a portion of 514 South 21st Avenue	Approved 5-0
23-0606	CISM	Initial Resolution Setting a public hearing regarding vacating and discontinuing an area of right-of-way abutting 503 South 22nd Avenue, a portion of 2111 Stewart Avenue, and a portion of 2205 Stewart Avenue	Approved 5-0
23-0627	CISM	Resolution Accepting Easement with Marathon County for the installation of watermain at 800 Garfield Avenue and 1201 Stewart Avenue (Marathon Park)	Approved 5-0
23-0628	CISM	Resolution Accepting Easement with Wausau Opportunity Zone Inc. for the installation of sewer, water, and storm sewer utilities at 201 Washington Street	Approved 5-0
23-0629	CISM	Resolution Approving Agreement for the Management and Maintenance of a Stormwater Facility (Aedifix Builds, Inc. – 101 Short Street, 1214 North 3rd Street, and 1201 North 2nd Street)	Approved 5-0
08-0710	FIN	Resolution Approving Amendment to Parking Lot Lease with Compass Block 15 LLC	Approved 5-0
23-0625	PLAN	Resolution Approving Preliminary Plat for the Stettin Acres (Town of Stettin, 145100-145900 Stettin Drive).	Approved 6-0
23-0108	PH&S	Resolution Approving or Denying Various Licenses as Indicated	Approved 5-0
23-0607	PH&S	Ordinance Amending Section 15.04.020 Building Advisory Board membership, Section 15.12.010 State code adopted, Chapter 15.20 Building Permits, Section 15.52.030 Surfacing, Section 17.08.010 Codes adopted, Section 17.10.030 Third party inspections and reporting systems, Section 17.48.010 Inspection of exits, and Section 23.03.28 Accessory land uses and structures and repealing Section 15.04 Building Inspector, Section 15.04.110 Heating and ventilating inspection, Chapter 15.08 Definitions, Chapter 15.24 Fire Limits, Chapter 15.48 Signs, Section 15.52.040 Screening, Chapter 17.12 Definitions	Approved 5-0
23-0608	PH&S	Ordinance Creating Section 12.44.055 Block parties.	Approved 4-0
13-0309	PH&S	Resolution Authorizing the addition of fees to the City of Wausau Fees and Licenses Schedule adopted pursuant to Wausau Municipal Code §3.40.010(a) (Block parties)	Approved 4-0
23-0617	WWW	Resolution Declaring Official Intent to Reimburse Expenditures from the Safe Drinking Water Revolving Loan Program for the BIL SFY24 LSL Program in Year 2024.	Approved 4-0
23-0618	WWW	Resolution Declaring Official Intent to Reimburse Expenditures from the Clean Water Fund Program for the Rehabilitation of the Cherry Street and Crocker Street Lift Stations in Year 2024.	Approved 4-0
23-0619	WWW	Resolution Declaring Official Intent to Reimburse Expenditures from the Safe Drinking Water Revolving Loan Program to Replace Watermains on Eau Claire Blvd in Year 2024.	Approved 4-0
23-0620	WWW	Resolution Declaring Official Intent to Reimburse Expenditures from the Clean Water Fund Program to Replace the Sanitary Sewer on Eau Claire Blvd in Year 2024.	Approved 4-0
23-0621	WWW	Resolution Declaring Official Intent to Reimburse Expenditures from the Clean Water Fund Program to Replace the Sanitary Sewer on Washington Street in Year 2024.	Approved 4-0
23-0622	WWW	Resolution Declaring Official Intent to Reimburse Expenditures from the Clean Water Fund Program to Reroute the Stewart Ave Force Main in Year 2024	Approved 4-0
23-0623	WWW	Resolution Declaring Official Intent to Reimburse Expenditures from the Safe Drinking Water Revolving Loan Program to Construct Watermain Looping on Westside in Year 2024.	Approved 4-0
23-0624	WWW	Resolution Declaring Official Intent to Reimburse Expenditures from the Safe Drinking Water Revolving Loan Program to Construct Watermain on Stettin Dr. to Brockmeyer Park in Year 2024	Approved 4-0
03-0311	WWW	Resolution Reviewing the 2022 Compliance Maintenance Annual Report for the Wastewater Plant	Approved 4-0
File #	CMT	Resolutions and Ordinances	ACT
23-0603		Mayor's Appointments	

12-1115	ED	Resolution Approving Sale of Assets (tangible personal property and/or fixtures) of Bull Falls Brewery, LLC, located at 836 and 900 East Thomas Street in TID #9, by auction	Approved 4-0
22-1104	ED	Resolution Approving the Second Amendment to the Planning Option with Commonwealth Real Estate Acquisitions, LLC for the redevelopment of 700 Grand Ave	Approved 4-0
23-0632	ED	Resolution Approving authorization to sell 1408 Bissel Street	Approved 4-0
23-0610	HR & FIN	Joint Resolution Eliminating the positions of Parking Operations Coordinator (1FTE), Parking Cashier (1 FTE), and Parking Operations Worker (0 FTE), and the creation of the position of Building Maintenance Technician (1.5 FTE)	Approved 4-0 Approved 5-0
23-0611	HR & FIN	Joint Resolution Approving the reclassification of Transit Operations Manager to Deputy Transit Director	Approved 4-0 Approved 5-0
23-0612	HR & FIN	Joint Resolution Approving the reclassification of Admin IV DPW to Office Manager	Approved 4-0 Approved 5-0
23-0613	HR & FIN	Joint Resolution Approving the reclassification of Admin III in fire to Administrative Analyst	Approved 4-0 Approved 5-0
23-0614	HR & FIN	Joint Resolution Approving the reclassification of Occupancy Specialist CDA from Grade 20 to Grade 19	Approved 4-0 Approved 5-0
23-0615	HR & FIN	Joint Resolution Approving the reclassification of Admin I to Admin II in CDA	Approved 4-0 Approved 5-0
23-0616	HR & FIN	Joint Resolution Approving the reclassification of Admin I to Assessment Tech	Approved 4-0 Approved 5-0
23-0609	PLAN	Ordinance Rezoning 519 Stark Street from TF-10, Two Flat Residential-10 Zoning District to UMU, Urban Mixed Use Zoning District.	Approved 5-1
Suspend Rule 6(B) Filing and 12(A) Referral of Resolutions (2/3 vote required)			
23-0510	FIN	Resolution Authorizing the Issuance of \$17,550,000 General Obligation Promissory Notes and the Issuance and Sale of a \$17,550,000 Note Anticipation Note, Series 2023A in Anticipation Thereof	Pending
22-1109	FIN	Resoolutiion Approving 2023 Budget Modification -- Purchase of Badger Book Electronic Poll Books for Elections	Pending
23-0631	ED	Resolution Approving Termination of Recorded Deed Restrictions and Recording Set of Revised Deed Restrictions for 7130 Packer Drive	Pending
23-0630	COUN	Resolution Supporting proposed legislation relating to creating a municipal PFAS grant program and related requirements to address perfluoroalkyl and polyfluoralkyl substances ("PFAS")	Pending
Public Comment & Suggestions			

CLOSED SESSION pursuant to s. 19.85(1)(e), Wis. Stats., deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session, regarding approval of the sale of tangible personal property and fixtures of Bull Falls Brewery, LLC, located at 836 and 900 East Thomas Street in TID #9, by auction

RECONVENE IN OPEN SESSSION to take action on closed session item, if necessary.

Adjournment

Signed by Mayor Katie Rosenberg

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

This Notice was posted at City Hall and transmitted to the Daily Herald newsroom on 6/09/23 @ 5:00 PM Questions regarding this agenda may be directed to the City Clerk.

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



To: Kaitlyn Bernarde, City Clerk

From: Board of Public Works

Date: May 10, 2023

Subject: Insurance Claims – January 2023 – March 2023
06-1215

The Board of Public Works has settled, compromised, or denied the following claims during the months of January 2023 – March 2023

Date of Incident	Claimant	Claim Details	Amount of claim	Action
12/14/22	Gerald Budzynski 1330 N. 1 st Ave	Water dept. vehicle hit phone line – phone line hit house	\$275.00	Approved 1/24/23
1/16/23	Kristine Teske 143041 Rolling Meadows Ln.	Plow truck side swiped vehicle which was legally parked on side of road	\$5,392.08	Approved 2/7/23
3/2/23	James Dalbec 185610 Birnamwood Rd. Birnamwood	Hit pothole 17 th Ave - right front wheel bearing hub damaged	\$318.82	Deny 3/28/23
12/30/22	Peter Oblender 1217 McKaig Ave. York, NE	Sledding @ Sylvan – concussion & multiple face injuries	\$3,945.57	Deny 3/28/23
3/2/23	Mike Volkers 152660 Phlox Ln	Hit pothole 17 th Ave. – bent wheel & punctured the tire	\$313.35	Deny 3/28/23
3/5/23	Samantha Flynn 1719 Porter St	Hit pothole 17 th Ave. – caused flat tire, gauges on rim	\$927.46	Deny 3/28/23
3/2/23	Elena Batchko 4207 Hilltop Rd.	Hit pothole 17 th Ave. – caused flat tire, rim bent	\$460.12	Deny 3/28/23
3/2/23	Sam Schmidt 259 E. 10 th St. Fond du lac	Hit pothole 17 th Ave. – both right tires flat & rims bent	\$373.04	Deny 3/28/23
3/10/23	Charles Schepp 2007 N. 7 th St.	Hit pothole – 6 th & Bridge St. Flat tire	\$147.00	Deny 3/28/23

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

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

Setting a public hearing regarding vacating and discontinuing an area of right-of-way abutting 505 South 21st Avenue, a portion of 509 South 21st Avenue, a portion of 514 South 21st Avenue, and a portion of 2111 Stewart Avenue

Committee Action: Approved 5-0

Fiscal Impact: None

File Number: 23-0604

Date Introduced: June 13, 2023

FISCAL IMPACT SUMMARY

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

RESOLUTION

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

Part of South 21st Avenue described in Helke & Nehring Addition, located in the Northeast 1/4 of the Northwest 1/4 of Section 34, Township 29 North, Range 7 East, City of Wausau, Marathon County, Wisconsin, more particularly described as follows:

Commencing at the Northeast corner of Lot 4 of Block 1 of Koebke's Addition, recorded in Volume 10, on Page 6, as Document Number 430598, and the Southeast corner of Lot 1 of Certified Survey Map Number 14645, recorded in Volume 65, on Page 107, as Document Number 1465126, both filed in the Marathon County Register of Deeds Office, said point also being on the west right-of-way line of South 21st Avenue and the point of beginning; thence North 00°16'40" West, coincident with the east line of said Lot 1 and said west right-of-way line, 37.83 feet to the north right-of-way line of said South 21st Avenue; thence North 89°34'44" East, coincident with said north right-of-way line, said east line of Lot 1 and the easterly extension thereof, 60.00 feet to the east right-of-way line of said South 21st Avenue; thence South 00°16'40" East, coincident with said east right-of-way line, 46.94 feet; thence South 89°40'57" West, 60.00 feet to said west right-of-way line of South 21st Avenue; thence North 00°16'40" West, coincident with said west right-of-way line, 9.00 feet

to said Northeast corner of Lot 4, said Southeast corner of Lot 1, and the point of beginning.

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

WHEREAS, the Capital Improvements and Street Maintenance Committee at its June 8, 2023 meeting recommended that a hearing be held.

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of Wausau, that a hearing on the passage of the foregoing resolution shall be held before the Capital Improvements and Street Maintenance Committee of the City of Wausau in the Council Chambers of City Hall, 407 Grant Street, Wausau, Marathon County, Wisconsin, on the 10th day of August, 2023, at 5:15 p.m., on said day, and the proper City officials are hereby authorized and directed to give notice of said hearing by personal service and publication of said hearing as provided by law.

Approved:

Katie Rosenberg, Mayor

CAPITAL IMPROVEMENTS AND STREET MAINTENANCE COMMITTEE

Date of Meeting: June 8, 2023, at 5:15 p.m. in the Council Chambers of City Hall.

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

Also Present: Eric Lindman, Allen Wesolowski, Jill Kurtzhals, Tara Alfonso, Lori Wunsch

CONSENT AGENDA

- A. Approve minutes of the May 11, 2023 meeting**
 - B. Action on watermain easement to City of Wausau from Marathon County in Marathon Park**
 - C. Action on a preliminary resolution to set a public hearing to vacate an area of right-of-way abutting 503 South 22nd Avenue, a portion of 2111 Stewart Avenue, and a portion of 2205 Stewart Avenue**
 - D. Action on a preliminary resolution to set a public hearing to vacate a portion of the alley north of Wegner Street abutting 503 South 22nd Avenue and a portion of 514 South 21st Avenue**
 - E. Action on a preliminary resolution to set a public hearing to vacate an area of right-of-way abutting 505 South 21st Avenue, a portion of 509 South 21st Avenue, a portion of 514 South 21st Avenue, and a portion of 2111 Stewart Avenue**
 - F. Action on Stormwater Maintenance Agreement with Aedifix at 101 Short Street, 1214 North 3rd Street and 1201 North 2nd Street**
-

Diny moved to approve the consent agenda items. Henke seconded and the motion passed 5-0.

Agenda Item No.

1E

STAFF REPORT TO CISM COMMITTEE – June 8, 2023

AGENDA ITEM

Action on a preliminary resolution to set a public hearing to vacate an area of right-of-way abutting 505 South 21st Avenue, a portion of 509 South 21st Avenue, a portion of 514 South 21st Avenue, and a portion of 2111 Stewart Avenue

BACKGROUND

514 S. 21st Ave LLC is proposing a CSM that would vacate a portion of South 21st Avenue.

FISCAL IMPACT

None.

STAFF RECOMMENDATION

Recommend approving preliminary resolution to set a public hearing.

Staff contact: Allen Wesolowski 715-261-6762



MARATHON COUNTY CERTIFIED SURVEY MAP

MAP NO.

PREPARED FOR: 514 SOUTH 21 AVENUE LLC

LANDOWNER: BOARDWALK ON STEWART HOLDINGS LLC,
514 SOUTH 21 AVENUE LLC & PEOPLES STATE BANK

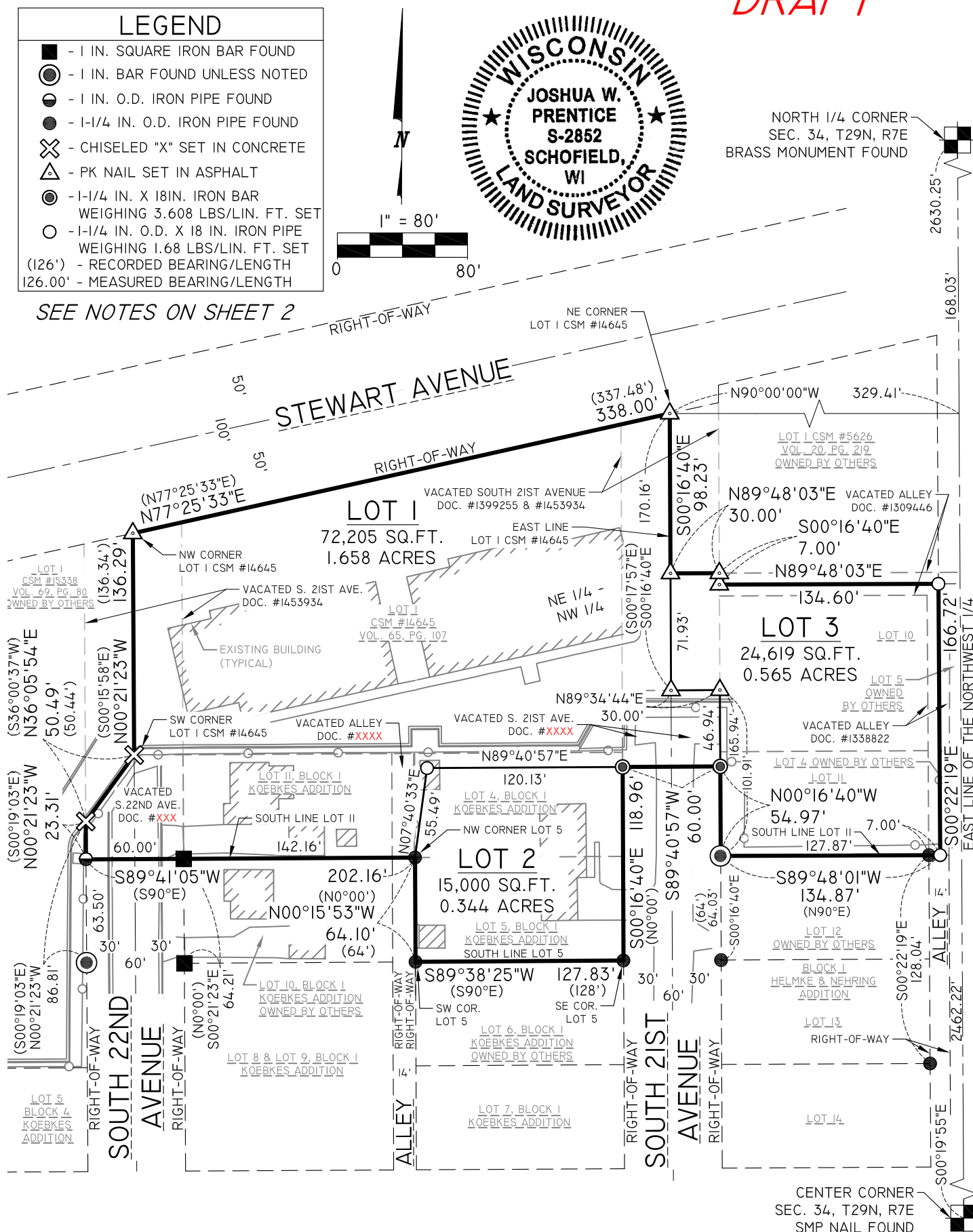
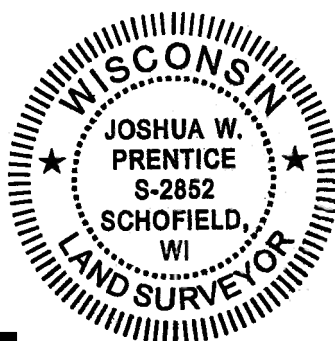
ALL OF LOT I OF CERTIFIED SURVEY MAP NUMBER 14645, RECORDED IN VOLUME 65, ON PAGE 107, AS DOCUMENT NUMBER 1465126, ALL OF LOT 4, ALL OF LOT 5 AND ALL OF LOT II OF BLOCK I OF KOEBKE'S ADDITION, RECORDED IN VOLUME 10, ON PAGE 6, AS DOCUMENT NUMBER 430598, FILED IN THE MARATHON COUNTY REGISTER OF DEEDS OFFICE; AND PART OF VACATED SOUTH 22ND AVENUE, PART OF VACATED SOUTH 21ST AVENUE AND PART OF THE VACATED ALLEY IN SAID BLOCK I OF KOEBKE'S ADDITION, AND ALL OF LOT 10 AND LOT II AND PART OF THE VACATED ALLEY IN BLOCK I OF HELMKE & NEHRING ADDITION, RECORDED IN VOLUME 9, ON PAGE 39, AS DOCUMENT NUMBER 415489, FILED IN THE MARATHON COUNTY REGISTER OF DEEDS OFFICE; ALL LOCATED IN THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 34, TOWNSHIP 29 NORTH, RANGE 7 EAST, CITY OF WAUSAU, MARATHON COUNTY, WISCONSIN.

DRAFT

LEGEND

	- 1 IN. SQUARE IRON BAR FOUND
	- 1 IN. BAR FOUND UNLESS NOTED
	- 1 IN. O.D. IRON PIPE FOUND
	- 1-1/4 IN. O.D. IRON PIPE FOUND
	- CHISELED "X" SET IN CONCRETE
	- PK NAIL SET IN ASPHALT
	- 1-1/4 IN. X 18IN. IRON BAR WEIGHING 3.608 LBS/LIN. FT. SET
	- 1-1/4 IN. O.D. X 18 IN. IRON PIPE WEIGHING 1.68 LBS/LIN. FT. SET
(126')	- RECORDED BEARING/LENGTH
126.00'	- MEASURED BEARING/LENGTH

SEE NOTES ON SHEET 2





REI

CIVIL & ENVIRONMENTAL ENGINEERING, SURVEYING
4080 N. 20TH AVENUE, WAUSAU, WI 54401
(715) 675-9784

MARATHON COUNTY CERTIFIED SURVEY MAP

MAP NO. _____

PREPARED FOR: 514 SOUTH 21 AVENUE LLC

LANDOWNER: BOARDWALK ON STEWART HOLDINGS LLC,
514 SOUTH 21 AVENUE LLC & PEOPLES STATE BANK

ALL OF LOT I OF CERTIFIED SURVEY MAP NUMBER 14645, RECORDED IN VOLUME 65, ON PAGE 107, AS DOCUMENT NUMBER 1465126, ALL OF LOT 4, ALL OF LOT 5 AND ALL OF LOT II OF BLOCK I OF KOEBKE'S ADDITION, RECORDED IN VOLUME 10, ON PAGE 6, AS DOCUMENT NUMBER 430598, FILED IN THE MARATHON COUNTY REGISTER OF DEEDS OFFICE; AND PART OF VACATED SOUTH 22ND AVENUE, PART OF VACATED SOUTH 21ST AVENUE AND PART OF THE VACATED ALLEY IN SAID BLOCK I OF KOEBKE'S ADDITION, AND ALL OF LOT 10 AND LOT II AND PART OF THE VACATED ALLEY IN BLOCK I OF HELMKE & NEHRING ADDITION, RECORDED IN VOLUME 9, ON PAGE 39, AS DOCUMENT NUMBER 415489, FILED IN THE MARATHON COUNTY REGISTER OF DEEDS OFFICE; ALL LOCATED IN THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 34, TOWNSHIP 29 NORTH, RANGE 7 EAST, CITY OF WAUSAU, MARATHON COUNTY, WISCONSIN.



SURVEYOR'S CERTIFICATE

I, JOSHUA W. PRENTICE, WISCONSIN PROFESSIONAL LAND SURVEYOR S-2852, DO HEREBY CERTIFY TO THE BEST OF MY KNOWLEDGE AND BELIEF: THAT I HAVE SURVEYED, MAPPED, AND DIVIDED ALL OF LOT I OF CERTIFIED SURVEY MAP NUMBER 14645, RECORDED IN VOLUME 65, ON PAGE 107, AS DOCUMENT NUMBER 1465126, ALL OF LOT 4, ALL OF LOT 5 AND ALL OF LOT II OF BLOCK I OF KOEBKE'S ADDITION, RECORDED IN VOLUME 10, ON PAGE 6, AS DOCUMENT NUMBER 430598, FILED IN THE MARATHON COUNTY REGISTER OF DEEDS OFFICE; AND PART OF VACATED SOUTH 22ND AVENUE, PART OF VACATED SOUTH 21ST AVENUE AND PART OF THE VACATED ALLEY IN SAID BLOCK I OF KOEBKE'S ADDITION, AND ALL OF LOT 10 AND LOT II AND PART OF THE VACATED ALLEY IN BLOCK I OF HELMKE & NEHRING ADDITION, RECORDED IN VOLUME 9, ON PAGE 39, AS DOCUMENT NUMBER 415489, FILED IN THE MARATHON COUNTY REGISTER OF DEEDS OFFICE; ALL LOCATED IN THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 34, TOWNSHIP 29 NORTH, RANGE 7 EAST, CITY OF WAUSAU, MARATHON COUNTY, WISCONSIN, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTH 1/4 CORNER OF SAID SECTION 34; THENCE SOUTH 00°19'55" EAST, COINCIDENT WITH THE EAST LINE OF SAID NORTHWEST 1/4, 168.03 FEET; THENCE NORTH 90°00'00" WEST, 329.41 FEET TO THE NORTHEAST CORNER OF SAID LOT I OF CERTIFIED SURVEY MAP NUMBER 14645 AND THE POINT OF BEGINNING; THENCE SOUTH 00°16'40" EAST, COINCIDENT WITH THE EAST LINE OF SAID LOT I, 98.23 FEET TO THE WESTERLY EXTENSION OF THE NORTH LINE OF SAID VACATED ALLEY IN BLOCK I OF HELKE & NEHRING ADDITION; THENCE NORTH 89°48'03" EAST, COINCIDENT WITH SAID WESTERLY EXTENSION OF THE NORTH LINE OF THE VACATED ALLEY, 30.00 FEET TO THE EAST LINE OF SAID VACATED SOUTH 21ST AVENUE; THENCE SOUTH 00°16'40" EAST, COINCIDENT WITH SAID EAST LINE OF VACATED SOUTH 21ST AVENUE, 7.00 FEET TO THE CENTERLINE OF SAID VACATED ALLEY IN BLOCK I OF HELKE AND NEHRING ADDITION; THENCE NORTH 89°48'03" EAST, COINCIDENT WITH SAID CENTERLINE, 134.60 FEET TO THE CENTERLINE OF THE NORTH-SOUTH VACATED ALLEY IN SAID BLOCK I OF HELMKE AND NEHRING ADDITION; THENCE SOUTH 00°22'19" EAST, COINCIDENT WITH SAID CENTERLINE OF THE NORTH-SOUTH VACATED ALLEY, 166.72 FEET TO THE EASTERLY EXTENSION OF THE SOUTH LINE OF SAID LOT II OF BLOCK I OF HELMKE AND NEHRING ADDITION; THENCE SOUTH 89°48'01" WEST, COINCIDENT WITH THE SOUTH LINE OF SAID LOT II AND SAID EASTERLY EXTENSION THEREOF, 134.87 FEET TO THE EAST RIGHT-OF-WAY LINE OF SOUTH 21ST AVENUE; THENCE NORTH 00°16'40" WEST, COINCIDENT WITH SAID EAST RIGHT-OF-WAY LINE, 54.97 FEET TO THE NORTH RIGHT-OF-WAY LINE OF SAID SOUTH 21ST AVENUE; THENCE SOUTH 89°40'57" WEST, COINCIDENT WITH SAID NORTH RIGHT-OF-WAY LINE, 60.00 FEET TO THE WEST RIGHT-OF-WAY LINE OF SAID SOUTH 21ST AVENUE; THENCE SOUTH 00°16'40" EAST, COINCIDENT WITH SAID WEST RIGHT-OF-WAY LINE, 118.96 FEET TO THE SOUTHEAST CORNER OF SAID LOT 5; THENCE SOUTH 89°38'25" WEST, COINCIDENT WITH THE SOUTH LINE OF SAID LOT 5, 127.83 FEET TO THE SOUTHWEST CORNER OF SAID LOT 5 AND THE EAST RIGHT-OF-WAY LINE OF THE ALLEY IN SAID BLOCK I; THENCE NORTH 00°15'53" WEST, COINCIDENT WITH SAID EAST RIGHT-OF-WAY LINE, 64.10 FEET TO THE NORTHWEST CORNER OF SAID LOT 5 AND THE NORTH RIGHT-OF-WAY LINE OF SAID ALLEY; THENCE SOUTH 89°41'05" WEST, COINCIDENT WITH SAID NORTH RIGHT-OF-WAY LINE OF SAID ALLEY IN BLOCK I, THE SOUTH LINE OF SAID LOT II, AND THE NORTH RIGHT-OF-WAY LINE OF SOUTH 22ND AVENUE, 202.16 FEET TO THE WEST RIGHT-OF-WAY LINE OF SAID SOUTH 22ND AVENUE; THENCE NORTH 00°21'23" WEST, COINCIDENT WITH THE WEST LINE OF SAID VACATED SOUTH 22ND AVENUE AND THE EAST LINE OF LOT I OF CERTIFIED SURVEY MAP NUMBER 15338, RECORDED IN VOLUME 69, ON PAGE 80, AS DOCUMENT NUMBER 1522927, FILED IN THE MARATHON COUNTY REGISTER OF DEEDS OFFICE, 23.31 FEET; THENCE NORTH 36°05'54" EAST, COINCIDENT WITH SAID WEST LINE OF VACATED SOUTH 22ND AVENUE AND SAID EAST LINE OF LOT I OF CERTIFIED SURVEY MAP NUMBER 15338, 50.49 FEET TO THE SOUTHWEST CORNER OF SAID LOT I OF CERTIFIED SURVEY MAP NUMBER 14645; THENCE NORTH 00°21'23" WEST, COINCIDENT WITH SAID EAST LINE OF LOT I OF CERTIFIED SURVEY MAP NUMBER 15338 AND THE WEST LINE OF SAID LOT I OF CERTIFIED SURVEY MAP NUMBER 14645, 136.29 FEET TO SOUTH RIGHT-OF-WAY LINE OF STEWART AVENUE; THENCE NORTH 77°25'33" EAST, COINCIDENT WITH SAID SOUTH RIGHT-OF-WAY LINE 338.00 FEET TO SAID NORTHEAST CORNER OF LOT I OF CERTIFIED SURVEY MAP NUMBER 14645 AND THE POINT OF BEGINNING.

THAT THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 111,824 SQUARE FEET, 2.567 ACRES, MORE OR LESS.

THAT I HAVE MADE THIS SURVEY, DIVISION AND MAP THEREOF AT THE DIRECTION OF 514 SOUTH 21 AVENUE LLC, AGENT OF SAID PARCELS.

THAT SAID PARCEL IS SUBJECT TO EASEMENTS, RESTRICTIONS, AND RIGHTS-OF-WAY OF RECORD.

THAT I HAVE FULLY COMPLIED WITH THE PROVISIONS OF SECTION 236.34 OF THE WISCONSIN STATUTES, WISCONSIN ADMINISTRATIVE CODE A-E7, AND THE SUBDIVISION REGULATIONS OF THE CITY OF WAUSAU.

THAT THIS MAP IS A CORRECT AND ACCURATE REPRESENTATION OF THE EXTERIOR BOUNDARIES OF SAID PARCEL, AND OF THE DIVISION THEREOF MADE.

DATED THIS _____ DAY OF _____

DRAFT

REI
JOSHUA W. PRENTICE
WI P.L.S. S-2852

- NOTES:
1. FIELD SURVEY WAS COMPLETED ON 5-30-2023.
 2. BEARINGS ARE BASED ON THE MARATHON COUNTY COORDINATE SYSTEM, NAD 83(2011) DATUM AND REFERENCED TO THE EAST LINE OF THE NORTHWEST 1/4 OF SECTION 34, TOWNSHIP 29 NORTH, RANGE 7 EAST, MEASURED TO BEAR SOUTH 00°19'55" EAST.
 3. THIS CERTIFIED SURVEY MAP DOES NOT TRANSFER PROPERTY OWNERSHIP, AND THE SALE OR TRANSFER OF PROPERTY REQUIRES A RECORDED DEED EXCEPT FOR PUBLIC DEDICATIONS.

I, _____
ZONING ADMINISTRATOR
BEING DULY APPOINTED BY THE COMMON COUNCIL,
DO HEREBY CERTIFY THAT THE ATTACHED
CERTIFIED SURVEY MAP HAS BEEN REVIEWED AND
THERE ARE NO OBJECTIONS TO RECORDING THIS
CERTIFIED SURVEY IN THE REGISTER OF DEEDS
OFFICE.

DATE _____



REI

CIVIL & ENVIRONMENTAL ENGINEERING, SURVEYING
4080 N. 20TH AVENUE, WAUSAU, WI 54401
(715) 675-9784

MARATHON COUNTY CERTIFIED SURVEY MAP

MAP NO. _____

PREPARED FOR: _____ 514 SOUTH 21 AVENUE LLC _____

LANDOWNER: _____ BOARDWALK ON STEWART HOLDINGS LLC,
514 SOUTH 21 AVENUE LLC & PEOPLES STATE BANK _____

ALL OF LOT 1 OF CERTIFIED SURVEY MAP NUMBER 14645, RECORDED IN VOLUME 65, ON PAGE 107, AS DOCUMENT NUMBER 1465126, ALL OF LOT 4, ALL OF LOT 5 AND ALL OF LOT 11 OF BLOCK 1 OF KOEBKE'S ADDITION, RECORDED IN VOLUME 10, ON PAGE 6, AS DOCUMENT NUMBER 430598, FILED IN THE MARATHON COUNTY REGISTER OF DEEDS OFFICE; AND PART OF VACATED SOUTH 22ND AVENUE, PART OF VACATED SOUTH 21ST AVENUE AND PART OF THE VACATED ALLEY IN SAID BLOCK 1 OF KOEBKE'S ADDITION, AND ALL OF LOT 10 AND LOT 11 AND PART OF THE VACATED ALLEY IN BLOCK 1 OF HELMKE & NEHRING ADDITION, RECORDED IN VOLUME 9, ON PAGE 39, AS DOCUMENT NUMBER 415489, FILED IN THE MARATHON COUNTY REGISTER OF DEEDS OFFICE; ALL LOCATED IN THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 34, TOWNSHIP 29 NORTH, RANGE 7 EAST, CITY OF WAUSAU, MARATHON COUNTY, WISCONSIN.



DRAFT

LIMITED LIABILITY COMPANY OWNER'S CERTIFICATE

BOARDWALK ON STEWART HOLDINGS LLC, A WISCONSIN LIMITED LIABILITY COMPANY, AS OWNER, DOES HEREBY CERTIFY THAT SAID COMPANY CAUSED THE LAND DESCRIBED ON THIS CERTIFIED SURVEY MAP TO BE SURVEYED, DIVIDED, AND MAPPED, AS REPRESENTED ON THIS CERTIFIED SURVEY MAP.

IN WITNESS WHEREOF, THE SAID BOARDWALK ON STEWART HOLDINGS LLC, HAS CAUSED THESE PRESENTS

TO BE SIGNED BY _____, MEMBER

AT _____,

THIS_____, DAY OF _____, 2023

IN THE PRESENCE OF: BOARDWALK ON STEWART HOLDINGS LLC

_____, MEMBER

STATE OF WISCONSIN)
SS
MARATHON COUNTY)

PERSONALLY CAME BEFORE ME THIS_____DAY OF_____, 2023

THE ABOVE NAMED _____, MEMBER

OF THE ABOVE NAMED CORPORATION TO ME KNOWN TO BE THE SAME PERSON WHO EXECUTED THE FOREGOING INSTRUMENT AND TO ME KNOWN TO BE SUCH MEMBER OF SAID COMPANY, AND ACKNOWLEDGE THAT THEY EXECUTED THE FOREGOING INSTRUMENT AS SUCH MEMBER AS THE DEED OF SAID COMPANY, BY ITS AUTHORITY.

NOTARY PUBLIC STATE OF _____

MY COMMISSION EXPIRES_____



REI

CIVIL & ENVIRONMENTAL ENGINEERING, SURVEYING
4080 N. 20TH AVENUE, WAUSAU, WI 54401
(715) 675-9784

MARATHON COUNTY CERTIFIED SURVEY MAP

MAP NO. _____

PREPARED FOR: 514 SOUTH 21 AVENUE LLC

LANDOWNER: BOARDWALK ON STEWART HOLDINGS LLC,
514 SOUTH 21 AVENUE LLC & PEOPLES STATE BANK

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DRAFT

LIMITED LIABILITY COMPANY OWNER'S CERTIFICATE

514 SOUTH 21 AVENUE LLC, A WISCONSIN LIMITED LIABILITY COMPANY, AS OWNER, DOES HEREBY CERTIFY THAT SAID COMPANY CAUSED THE LAND DESCRIBED ON THIS CERTIFIED SURVEY MAP TO BE SURVEYED, DIVIDED, AND MAPPED, AS REPRESENTED ON THIS CERTIFIED SURVEY MAP.

IN WITNESS WHEREOF, THE SAID 514 SOUTH 21 AVENUE LLC, HAS CAUSED THESE PRESENTS

TO BE SIGNED BY _____, MEMBER

AT _____,

THIS_____, DAY OF _____, 2023

IN THE PRESENCE OF: 514 SOUTH 21 AVENUE LLC

_____, MEMBER

STATE OF WISCONSIN)
SS
MARATHON COUNTY)

PERSONALLY CAME BEFORE ME THIS_____DAY OF_____, 2023

THE ABOVE NAMED _____, MEMBER

OF THE ABOVE NAMED CORPORATION TO ME KNOWN TO BE THE SAME PERSON WHO EXECUTED THE FOREGOING INSTRUMENT AND TO ME KNOWN TO BE SUCH MEMBER OF SAID COMPANY, AND ACKNOWLEDGE THAT THEY EXECUTED THE FOREGOING INSTRUMENT AS SUCH MEMBER AS THE DEED OF SAID COMPANY, BY ITS AUTHORITY.

NOTARY PUBLIC STATE OF _____

MY COMMISSION EXPIRES_____



REI

CIVIL & ENVIRONMENTAL ENGINEERING, SURVEYING
4080 N. 20TH AVENUE, WAUSAU, WI 54401
(715) 675-9784

MARATHON COUNTY CERTIFIED SURVEY MAP

MAP NO. _____

PREPARED FOR: 514 SOUTH 21 AVENUE LLC

LANDOWNER: BOARDWALK ON STEWART HOLDINGS LLC,
514 SOUTH 21 AVENUE LLC & PEOPLES STATE BANK

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DRAFT

OWNER'S CERTIFICATE

PEOPLES STATE BANK, AS OWNER, DOES HEREBY CERTIFY THAT THEY HAVE CAUSED THE LAND DESCRIBED ON THIS CERTIFIED SURVEY MAP TO BE SURVEYED, DIVIDED, AND MAPPED, AS REPRESENTED ON THIS CERTIFIED SURVEY MAP. IN WITNESS WHEREOF, THE SAID PEOPLES STATE BANK HAS CAUSED THESE PRESENTS TO BE SIGNED BY

_____, ITS PRESIDENT AND COUNTERSIGNED BY

_____, ITS SECRETARY AT _____, WISCONSIN,

AND ITS CORPORATE SEAL HEREUNTO AFFIXED ON THIS _____, DAY OF _____, _____.

IN THE PRESENCE OF: PEOPLES STATE BANK

_____, PRESIDENT

_____, SECRETARY

STATE OF WISCONSIN)
SS
COUNTY)

PERSONALLY CAME BEFORE ME THIS _____ DAY OF _____,

THE ABOVE NAMED _____, PRESIDENT,

AND _____, SECRETARY,

OF THE ABOVE NAMED PEOPLES STATE BANK TO ME KNOWN TO BE THE SAME PERSONS WHO EXECUTED THE FOREGOING INSTRUMENT AND TO ME KNOWN TO BE SUCH PRESIDENT AND SECRETARY OF SAID PEOPLES STATE BANK, AND ACKNOWLEDGE THAT THEY EXECUTED THE FOREGOING INSTRUMENT AS SUCH OFFICERS AS THE DEED OF SAID PEOPLES STATE BANK, BY ITS AUTHORITY.

_____, NOTARY PUBLIC

STATE OF WISCONSIN

MY COMMISSION EXPIRES _____

STEWART AVENUE

2205 STEWART AVE

2111 STEWART
AVE W BUILDING

2111 STEWART
AVE E BUILDING

PROPOSED PARKING (22 NEW)

PROPOSED PARKING (6 NEW)

PROPOSED PROPERTY LINE

PROPOSED GREENSPACE
BUFFER

PROPOSED 6' SOLID FENCE

S 22ND AVENUE

S 21ST AVENUE

BOARDWALK PARKING CONCEPT

STEWART AVE - WAUSAU, WI (05/12/2023)

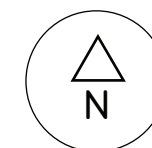
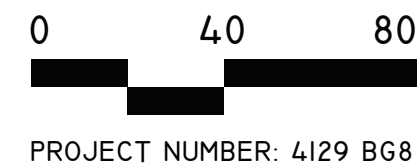
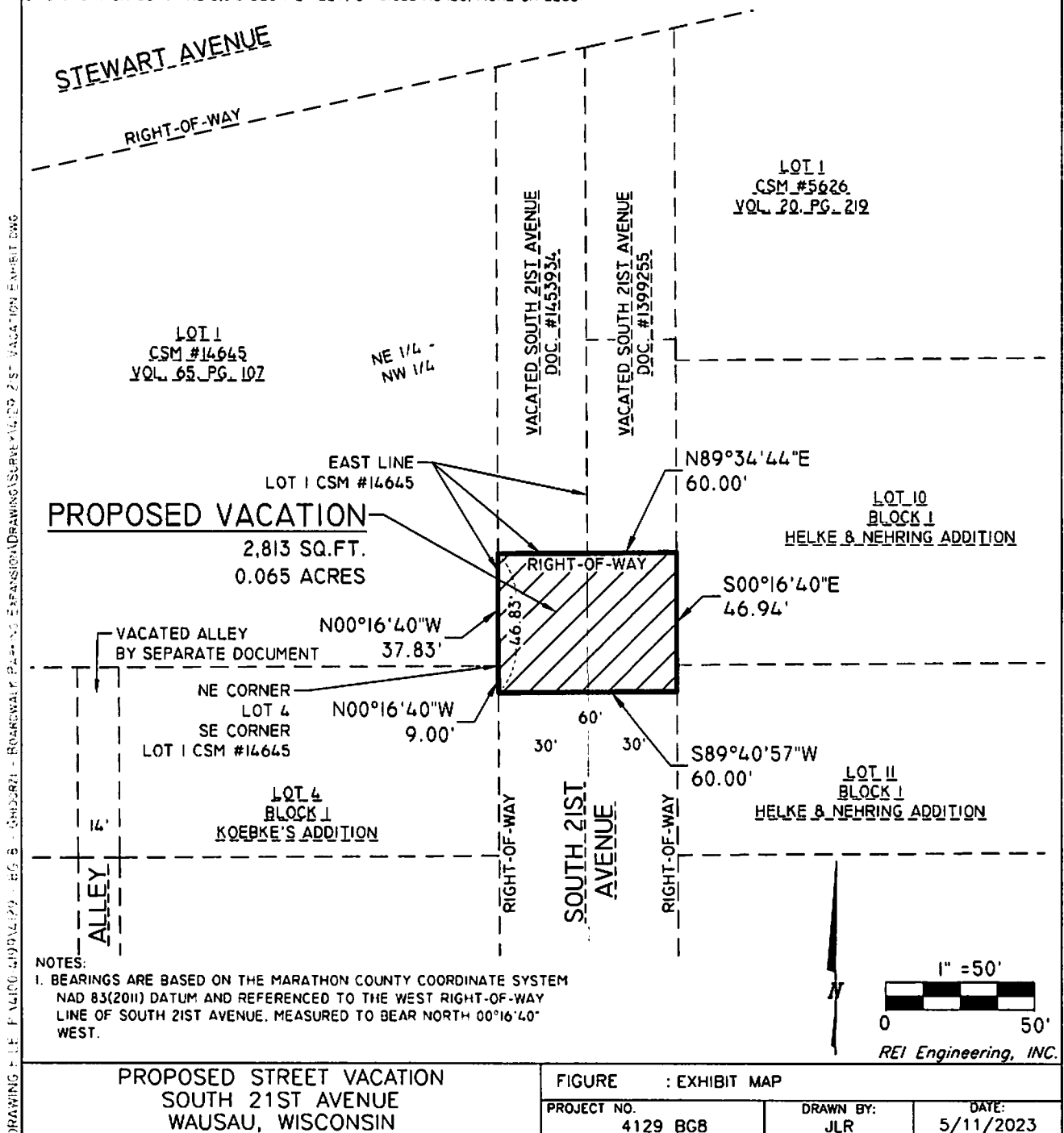




EXHIBIT MAP

PART OF SOUTH 21ST AVENUE DESCRIBED IN HELKE & NEHRING ADDITION, LOCATED IN THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 34, TOWNSHIP 29 NORTH, RANGE 7 EAST, CITY OF WAUSAU, MARATHON COUNTY, WISCONSIN, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF LOT 4 OF BLOCK 1 OF KOEBKE'S ADDITION, RECORDED IN VOLUME 10, ON PAGE 6, AS DOCUMENT NUMBER 430598, AND THE SOUTHEAST CORNER OF LOT 1 OF CERTIFIED SURVEY MAP NUMBER 14645, RECORDED IN VOLUME 65, ON PAGE 107, AS DOCUMENT NUMBER 1465126, BOTH FILED IN THE MARATHON COUNTY REGISTER OF DEEDS OFFICE. SAID POINT ALSO BEING ON THE WEST RIGHT-OF-WAY LINE OF SOUTH 21ST AVENUE AND THE POINT OF BEGINNING; THENCE NORTH 00°16'40" WEST, COINCIDENT WITH THE EAST LINE OF SAID LOT 1 AND SAID WEST RIGHT-OF-WAY LINE, 37.83 FEET TO THE NORTH RIGHT-OF-WAY LINE OF SAID SOUTH 21ST AVENUE; THENCE NORTH 89°34'44" EAST, COINCIDENT WITH SAID NORTH RIGHT-OF-WAY LINE, SAID EAST LINE OF LOT 1 AND THE EASTERLY EXTENSION THEREOF, 60.00 FEET TO THE EAST RIGHT-OF-WAY LINE OF SAID SOUTH 21ST AVENUE; THENCE SOUTH 00°16'40" EAST, COINCIDENT WITH SAID EAST RIGHT-OF-WAY LINE, 46.94 FEET; THENCE SOUTH 89°40'57" WEST, 60.00 FEET TO SAID WEST RIGHT-OF-WAY LINE OF SOUTH 21ST AVENUE; THENCE NORTH 00°16'40" WEST, COINCIDENT WITH SAID WEST RIGHT-OF-WAY LINE, 9.00 FEET TO SAID NORTHEAST CORNER OF LOT 4, SAID SOUTHEAST CORNER OF LOT 1, AND THE POINT OF BEGINNING.

SAID VACATION CONTAINS 2,813 SQUARE FEET, OR 0.065 ACRES, MORE OR LESS



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

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

Setting a public hearing regarding vacating and discontinuing a portion of the alley north of Wegner Street abutting 503 South 22nd Avenue and a portion of 514 South 21st Avenue

Committee Action: Approved 5-0

Fiscal Impact: None

File Number: 23-0605

Date Introduced: June 13, 2023

FISCAL IMPACT SUMMARY

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

RESOLUTION

WHEREAS, it appears advisable that the following described portion of alley in the City of Wausau be vacated and discontinued:

Part of the Alley in Block 1 of Koebke's Addition, recorded in Volume 10, on Page 6, as Document Number 430598, filed in the Marathon County Register of Deeds Office; located in the Northeast 1/4 of the Northwest 1/4 of Section 34, Township 29 North, Range 7 East, City of Wausau, Marathon County, Wisconsin, more particularly describes as follows:

Commencing at the Southwest corner of Lot 4 of said Block 1, said point being on the east right-of-way line of said Alley in Block 1 and the point of beginning; thence South 89°41'05" West, 14.00 feet to the west right-of-way line of said Alley and the Southeast corner of Lot 11 of said Block 1; thence North 00°15'53" West, coincident with said west right-of-way line of said Alley, 63.96 feet to the north right-of-way line of said Alley, the Northeast corner of said Lot 11, and the south line of Lot 1 of Certified Survey Map Number 14645, recorded in Volume 65, on Page 107, as Document Number 1465126, filed in the Marathon County Register of Deeds Office; thence North 89°44'07" East, coincident with said north right-of-way line and said south line of Lot 1, 14.00 feet to the east right-of-way line of said Alley and the Northwest corner of said Lot 4; thence South 00°15'53" East, coincident with said east right-of-way line, 63.95 feet to said Southwest corner of Lot 4 and the point of beginning.

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

WHEREAS, the Capital Improvements and Street Maintenance Committee at its June 8, 2023, meeting recommended that a hearing be held.

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of Wausau, that a hearing on the passage of the foregoing resolution shall be held before the Capital Improvements and Street Maintenance Committee of the City of Wausau, in the Council Chambers of City Hall, City of Wausau, Marathon County, Wisconsin, on the 10th day of August, 2023, at 5:15 p.m., on said day, and the proper City officials are hereby authorized and directed to give notice of said hearing by personal service and publication of said hearing as provided by law.

Approved:

Katie Rosenberg, Mayor

CAPITAL IMPROVEMENTS AND STREET MAINTENANCE COMMITTEE

Date of Meeting: June 8, 2023, at 5:15 p.m. in the Council Chambers of City Hall.

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

Also Present: Eric Lindman, Allen Wesolowski, Jill Kurtzhals, Tara Alfonso, Lori Wunsch

CONSENT AGENDA

- A. Approve minutes of the May 11, 2023 meeting**
 - B. Action on watermain easement to City of Wausau from Marathon County in Marathon Park**
 - C. Action on a preliminary resolution to set a public hearing to vacate an area of right-of-way abutting 503 South 22nd Avenue, a portion of 2111 Stewart Avenue, and a portion of 2205 Stewart Avenue**
 - D. Action on a preliminary resolution to set a public hearing to vacate a portion of the alley north of Wegner Street abutting 503 South 22nd Avenue and a portion of 514 South 21st Avenue**
 - E. Action on a preliminary resolution to set a public hearing to vacate an area of right-of-way abutting 505 South 21st Avenue, a portion of 509 South 21st Avenue, a portion of 514 South 21st Avenue, and a portion of 2111 Stewart Avenue**
 - F. Action on Stormwater Maintenance Agreement with Aedifix at 101 Short Street, 1214 North 3rd Street and 1201 North 2nd Street**
-

Diny moved to approve the consent agenda items. Henke seconded and the motion passed 5-0.

Agenda Item No.

1D

STAFF REPORT TO CISM COMMITTEE – June 8, 2023

AGENDA ITEM

Action on a preliminary resolution to set a public hearing to vacate a portion of the alley north of Wegner Street abutting 503 South 22nd Avenue and a portion of 514 South 21st Avenue

BACKGROUND

514 S. 21st Ave LLC is proposing a CSM that would vacate a portion of an alley.

FISCAL IMPACT

None.

STAFF RECOMMENDATION

Recommend approving preliminary resolution to set a public hearing.

Staff contact: Allen Wesolowski 715-261-6762



MARATHON COUNTY CERTIFIED SURVEY MAP

MAP NO.

PREPARED FOR: 514 SOUTH 21 AVENUE LLC

LANDOWNER: BOARDWALK ON STEWART HOLDINGS LLC,
514 SOUTH 21 AVENUE LLC & PEOPLES STATE BANK

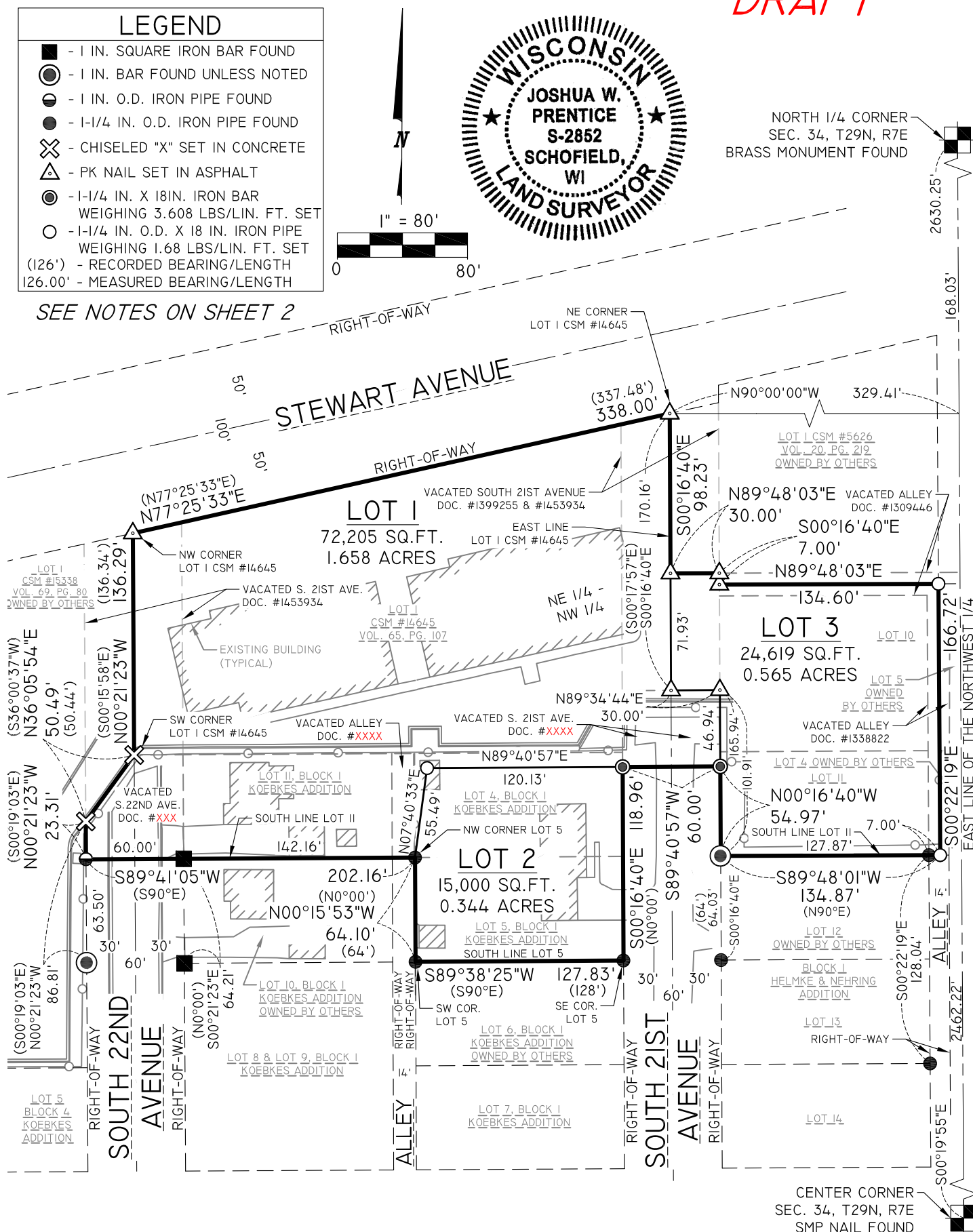
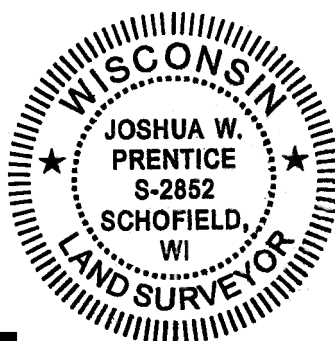
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DRAFT

LEGEND

	- 1 IN. SQUARE IRON BAR FOUND
	- 1 IN. BAR FOUND UNLESS NOTED
	- 1 IN. O.D. IRON PIPE FOUND
	- 1-1/4 IN. O.D. IRON PIPE FOUND
	- CHISELED "X" SET IN CONCRETE
	- PK NAIL SET IN ASPHALT
	- 1-1/4 IN. X 18IN. IRON BAR WEIGHING 3.608 LBS/LIN. FT. SET
	- 1-1/4 IN. O.D. X 18 IN. IRON PIPE WEIGHING 1.68 LBS/LIN. FT. SET
(126')	- RECORDED BEARING/LENGTH
126.00'	- MEASURED BEARING/LENGTH

SEE NOTES ON SHEET 2





REI

CIVIL & ENVIRONMENTAL ENGINEERING, SURVEYING
4080 N. 20TH AVENUE, WAUSAU, WI 54401
(715) 675-9784

MARATHON COUNTY CERTIFIED SURVEY MAP

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SURVEYOR'S CERTIFICATE

I, JOSHUA W. PRENTICE, WISCONSIN PROFESSIONAL LAND SURVEYOR S-2852, DO HEREBY CERTIFY TO THE BEST OF MY KNOWLEDGE AND BELIEF: THAT I HAVE SURVEYED, MAPPED, AND DIVIDED ALL OF LOT I OF CERTIFIED SURVEY MAP NUMBER 14645, RECORDED IN VOLUME 65, ON PAGE 107, AS DOCUMENT NUMBER 1465126, ALL OF LOT 4, ALL OF LOT 5 AND ALL OF LOT II OF BLOCK I OF KOEBKE'S ADDITION, RECORDED IN VOLUME 10, ON PAGE 6, AS DOCUMENT NUMBER 430598, FILED IN THE MARATHON COUNTY REGISTER OF DEEDS OFFICE; AND PART OF VACATED SOUTH 22ND AVENUE, PART OF VACATED SOUTH 21ST AVENUE AND PART OF THE VACATED ALLEY IN SAID BLOCK I OF KOEBKE'S ADDITION, AND ALL OF LOT 10 AND LOT II AND PART OF THE VACATED ALLEY IN BLOCK I OF HELMKE & NEHRING ADDITION, RECORDED IN VOLUME 9, ON PAGE 39, AS DOCUMENT NUMBER 415489, FILED IN THE MARATHON COUNTY REGISTER OF DEEDS OFFICE; ALL LOCATED IN THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 34, TOWNSHIP 29 NORTH, RANGE 7 EAST, CITY OF WAUSAU, MARATHON COUNTY, WISCONSIN, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTH 1/4 CORNER OF SAID SECTION 34; THENCE SOUTH 00°19'55" EAST, COINCIDENT WITH THE EAST LINE OF SAID NORTHWEST 1/4, 168.03 FEET; THENCE NORTH 90°00'00" WEST, 329.41 FEET TO THE NORTHEAST CORNER OF SAID LOT I OF CERTIFIED SURVEY MAP NUMBER 14645 AND THE POINT OF BEGINNING; THENCE SOUTH 00°16'40" EAST, COINCIDENT WITH THE EAST LINE OF SAID LOT I, 98.23 FEET TO THE WESTERLY EXTENSION OF THE NORTH LINE OF SAID VACATED ALLEY IN BLOCK I OF HELKE & NEHRING ADDITION; THENCE NORTH 89°48'03" EAST, COINCIDENT WITH SAID WESTERLY EXTENSION OF THE NORTH LINE OF THE VACATED ALLEY, 30.00 FEET TO THE EAST LINE OF SAID VACATED SOUTH 21ST AVENUE; THENCE SOUTH 00°16'40" EAST, COINCIDENT WITH SAID EAST LINE OF VACATED SOUTH 21ST AVENUE, 7.00 FEET TO THE CENTERLINE OF SAID VACATED ALLEY IN BLOCK I OF HELKE AND NEHRING ADDITION; THENCE NORTH 89°48'03" EAST, COINCIDENT WITH SAID CENTERLINE, 134.60 FEET TO THE CENTERLINE OF THE NORTH-SOUTH VACATED ALLEY IN SAID BLOCK I OF HELMKE AND NEHRING ADDITION; THENCE SOUTH 00°22'19" EAST, COINCIDENT WITH SAID CENTERLINE OF THE NORTH-SOUTH VACATED ALLEY, 166.72 FEET TO THE EASTERLY EXTENSION OF THE SOUTH LINE OF SAID LOT II OF BLOCK I OF HELMKE AND NEHRING ADDITION; THENCE SOUTH 89°48'01" WEST, COINCIDENT WITH THE SOUTH LINE OF SAID LOT II AND SAID EASTERLY EXTENSION THEREOF, 134.87 FEET TO THE EAST RIGHT-OF-WAY LINE OF SOUTH 21ST AVENUE; THENCE NORTH 00°16'40" WEST, COINCIDENT WITH SAID EAST RIGHT-OF-WAY LINE, 54.97 FEET TO THE NORTH RIGHT-OF-WAY LINE OF SAID SOUTH 21ST AVENUE; THENCE SOUTH 89°40'57" WEST, COINCIDENT WITH SAID NORTH RIGHT-OF-WAY LINE, 60.00 FEET TO THE WEST RIGHT-OF-WAY LINE OF SAID SOUTH 21ST AVENUE; THENCE SOUTH 00°16'40" EAST, COINCIDENT WITH SAID WEST RIGHT-OF-WAY LINE, 118.96 FEET TO THE SOUTHEAST CORNER OF SAID LOT 5; THENCE SOUTH 89°38'25" WEST, COINCIDENT WITH THE SOUTH LINE OF SAID LOT 5, 127.83 FEET TO THE SOUTHWEST CORNER OF SAID LOT 5 AND THE EAST RIGHT-OF-WAY LINE OF THE ALLEY IN SAID BLOCK I; THENCE NORTH 00°15'53" WEST, COINCIDENT WITH SAID EAST RIGHT-OF-WAY LINE, 64.10 FEET TO THE NORTHWEST CORNER OF SAID LOT 5 AND THE NORTH RIGHT-OF-WAY LINE OF SAID ALLEY; THENCE SOUTH 89°41'05" WEST, COINCIDENT WITH SAID NORTH RIGHT-OF-WAY LINE OF SAID ALLEY IN BLOCK I, THE SOUTH LINE OF SAID LOT II, AND THE NORTH RIGHT-OF-WAY LINE OF SOUTH 22ND AVENUE, 202.16 FEET TO THE WEST RIGHT-OF-WAY LINE OF SAID SOUTH 22ND AVENUE; THENCE NORTH 00°21'23" WEST, COINCIDENT WITH THE WEST LINE OF SAID VACATED SOUTH 22ND AVENUE AND THE EAST LINE OF LOT I OF CERTIFIED SURVEY MAP NUMBER 15338, RECORDED IN VOLUME 69, ON PAGE 80, AS DOCUMENT NUMBER 1522927, FILED IN THE MARATHON COUNTY REGISTER OF DEEDS OFFICE, 23.31 FEET; THENCE NORTH 36°05'54" EAST, COINCIDENT WITH SAID WEST LINE OF VACATED SOUTH 22ND AVENUE AND SAID EAST LINE OF LOT I OF CERTIFIED SURVEY MAP NUMBER 15338, 50.49 FEET TO THE SOUTHWEST CORNER OF SAID LOT I OF CERTIFIED SURVEY MAP NUMBER 14645; THENCE NORTH 00°21'23" WEST, COINCIDENT WITH SAID EAST LINE OF LOT I OF CERTIFIED SURVEY MAP NUMBER 15338 AND THE WEST LINE OF SAID LOT I OF CERTIFIED SURVEY MAP NUMBER 14645, 136.29 FEET TO SOUTH RIGHT-OF-WAY LINE OF STEWART AVENUE; THENCE NORTH 77°25'33" EAST, COINCIDENT WITH SAID SOUTH RIGHT-OF-WAY LINE 338.00 FEET TO SAID NORTHEAST CORNER OF LOT I OF CERTIFIED SURVEY MAP NUMBER 14645 AND THE POINT OF BEGINNING.

THAT THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 111,824 SQUARE FEET, 2.567 ACRES, MORE OR LESS.

THAT I HAVE MADE THIS SURVEY, DIVISION AND MAP THEREOF AT THE DIRECTION OF 514 SOUTH 21 AVENUE LLC, AGENT OF SAID PARCELS.

THAT SAID PARCEL IS SUBJECT TO EASEMENTS, RESTRICTIONS, AND RIGHTS-OF-WAY OF RECORD.

THAT I HAVE FULLY COMPLIED WITH THE PROVISIONS OF SECTION 236.34 OF THE WISCONSIN STATUTES, WISCONSIN ADMINISTRATIVE CODE A-E7, AND THE SUBDIVISION REGULATIONS OF THE CITY OF WAUSAU.

THAT THIS MAP IS A CORRECT AND ACCURATE REPRESENTATION OF THE EXTERIOR BOUNDARIES OF SAID PARCEL, AND OF THE DIVISION THEREOF MADE.

DATED THIS _____ DAY OF _____

DRAFT

REI
JOSHUA W. PRENTICE
WI P.L.S. S-2852

- NOTES:
1. FIELD SURVEY WAS COMPLETED ON 5-30-2023.
 2. BEARINGS ARE BASED ON THE MARATHON COUNTY COORDINATE SYSTEM, NAD 83(2011) DATUM AND REFERENCED TO THE EAST LINE OF THE NORTHWEST 1/4 OF SECTION 34, TOWNSHIP 29 NORTH, RANGE 7 EAST, MEASURED TO BEAR SOUTH 00°19'55" EAST.
 3. THIS CERTIFIED SURVEY MAP DOES NOT TRANSFER PROPERTY OWNERSHIP, AND THE SALE OR TRANSFER OF PROPERTY REQUIRES A RECORDED DEED EXCEPT FOR PUBLIC DEDICATIONS.

I, _____
ZONING ADMINISTRATOR
BEING DULY APPOINTED BY THE COMMON COUNCIL,
DO HEREBY CERTIFY THAT THE ATTACHED
CERTIFIED SURVEY MAP HAS BEEN REVIEWED AND
THERE ARE NO OBJECTIONS TO RECORDING THIS
CERTIFIED SURVEY IN THE REGISTER OF DEEDS
OFFICE.

DATE _____



REI

CIVIL & ENVIRONMENTAL ENGINEERING, SURVEYING
4080 N. 20TH AVENUE, WAUSAU, WI 54401
(715) 675-9784

MARATHON COUNTY CERTIFIED SURVEY MAP

MAP NO. _____

PREPARED FOR: _____ 514 SOUTH 21 AVENUE LLC _____

LANDOWNER: _____ BOARDWALK ON STEWART HOLDINGS LLC,
514 SOUTH 21 AVENUE LLC & PEOPLES STATE BANK _____

ALL OF LOT 1 OF CERTIFIED SURVEY MAP NUMBER 14645, RECORDED IN VOLUME 65, ON PAGE 107, AS DOCUMENT NUMBER 1465126, ALL OF LOT 4, ALL OF LOT 5 AND ALL OF LOT 11 OF BLOCK 1 OF KOEBKE'S ADDITION, RECORDED IN VOLUME 10, ON PAGE 6, AS DOCUMENT NUMBER 430598, FILED IN THE MARATHON COUNTY REGISTER OF DEEDS OFFICE; AND PART OF VACATED SOUTH 22ND AVENUE, PART OF VACATED SOUTH 21ST AVENUE AND PART OF THE VACATED ALLEY IN SAID BLOCK 1 OF KOEBKE'S ADDITION, AND ALL OF LOT 10 AND LOT 11 AND PART OF THE VACATED ALLEY IN BLOCK 1 OF HELMKE & NEHRING ADDITION, RECORDED IN VOLUME 9, ON PAGE 39, AS DOCUMENT NUMBER 415489, FILED IN THE MARATHON COUNTY REGISTER OF DEEDS OFFICE; ALL LOCATED IN THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 34, TOWNSHIP 29 NORTH, RANGE 7 EAST, CITY OF WAUSAU, MARATHON COUNTY, WISCONSIN.



DRAFT

LIMITED LIABILITY COMPANY OWNER'S CERTIFICATE

BOARDWALK ON STEWART HOLDINGS LLC, A WISCONSIN LIMITED LIABILITY COMPANY, AS OWNER, DOES HEREBY CERTIFY THAT SAID COMPANY CAUSED THE LAND DESCRIBED ON THIS CERTIFIED SURVEY MAP TO BE SURVEYED, DIVIDED, AND MAPPED, AS REPRESENTED ON THIS CERTIFIED SURVEY MAP.

IN WITNESS WHEREOF, THE SAID BOARDWALK ON STEWART HOLDINGS LLC, HAS CAUSED THESE PRESENTS

TO BE SIGNED BY _____, MEMBER

AT _____,

THIS_____, DAY OF _____, 2023

IN THE PRESENCE OF: BOARDWALK ON STEWART HOLDINGS LLC

_____, MEMBER

STATE OF WISCONSIN)
SS
MARATHON COUNTY)

PERSONALLY CAME BEFORE ME THIS_____DAY OF_____, 2023

THE ABOVE NAMED _____, MEMBER

OF THE ABOVE NAMED CORPORATION TO ME KNOWN TO BE THE SAME PERSON WHO EXECUTED THE FOREGOING INSTRUMENT AND TO ME KNOWN TO BE SUCH MEMBER OF SAID COMPANY, AND ACKNOWLEDGE THAT THEY EXECUTED THE FOREGOING INSTRUMENT AS SUCH MEMBER AS THE DEED OF SAID COMPANY, BY ITS AUTHORITY.

NOTARY PUBLIC STATE OF _____

MY COMMISSION EXPIRES_____



REI

CIVIL & ENVIRONMENTAL ENGINEERING, SURVEYING
4080 N. 20TH AVENUE, WAUSAU, WI 54401
(715) 675-9784

MARATHON COUNTY CERTIFIED SURVEY MAP

MAP NO. _____

PREPARED FOR: 514 SOUTH 21 AVENUE LLC

LANDOWNER: BOARDWALK ON STEWART HOLDINGS LLC,
514 SOUTH 21 AVENUE LLC & PEOPLES STATE BANK

ALL OF LOT 1 OF CERTIFIED SURVEY MAP NUMBER 14645, RECORDED IN VOLUME 65, ON PAGE 107, AS DOCUMENT NUMBER 1465126, ALL OF LOT 4, ALL OF LOT 5 AND ALL OF LOT 11 OF BLOCK 1 OF KOEBKE'S ADDITION, RECORDED IN VOLUME 10, ON PAGE 6, AS DOCUMENT NUMBER 430598, FILED IN THE MARATHON COUNTY REGISTER OF DEEDS OFFICE; AND PART OF VACATED SOUTH 22ND AVENUE, PART OF VACATED SOUTH 21ST AVENUE AND PART OF THE VACATED ALLEY IN SAID BLOCK 1 OF KOEBKE'S ADDITION, AND ALL OF LOT 10 AND LOT 11 AND PART OF THE VACATED ALLEY IN BLOCK 1 OF HELMKE & NEHRING ADDITION, RECORDED IN VOLUME 9, ON PAGE 39, AS DOCUMENT NUMBER 415489, FILED IN THE MARATHON COUNTY REGISTER OF DEEDS OFFICE; ALL LOCATED IN THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 34, TOWNSHIP 29 NORTH, RANGE 7 EAST, CITY OF WAUSAU, MARATHON COUNTY, WISCONSIN.



DRAFT

LIMITED LIABILITY COMPANY OWNER'S CERTIFICATE

514 SOUTH 21 AVENUE LLC, A WISCONSIN LIMITED LIABILITY COMPANY, AS OWNER, DOES HEREBY CERTIFY THAT SAID COMPANY CAUSED THE LAND DESCRIBED ON THIS CERTIFIED SURVEY MAP TO BE SURVEYED, DIVIDED, AND MAPPED, AS REPRESENTED ON THIS CERTIFIED SURVEY MAP.

IN WITNESS WHEREOF, THE SAID 514 SOUTH 21 AVENUE LLC, HAS CAUSED THESE PRESENTS

TO BE SIGNED BY _____, MEMBER

AT _____,

THIS_____, DAY OF _____, 2023

IN THE PRESENCE OF: 514 SOUTH 21 AVENUE LLC

_____, MEMBER

STATE OF WISCONSIN)
SS
MARATHON COUNTY)

PERSONALLY CAME BEFORE ME THIS_____DAY OF_____, 2023

THE ABOVE NAMED _____, MEMBER

OF THE ABOVE NAMED CORPORATION TO ME KNOWN TO BE THE SAME PERSON WHO EXECUTED THE FOREGOING INSTRUMENT AND TO ME KNOWN TO BE SUCH MEMBER OF SAID COMPANY, AND ACKNOWLEDGE THAT THEY EXECUTED THE FOREGOING INSTRUMENT AS SUCH MEMBER AS THE DEED OF SAID COMPANY, BY ITS AUTHORITY.

NOTARY PUBLIC STATE OF _____

MY COMMISSION EXPIRES_____



REI

CIVIL & ENVIRONMENTAL ENGINEERING, SURVEYING
4080 N. 20TH AVENUE, WAUSAU, WI 54401
(715) 675-9784

MARATHON COUNTY CERTIFIED SURVEY MAP

MAP NO. _____

PREPARED FOR: 514 SOUTH 21 AVENUE LLC

LANDOWNER: BOARDWALK ON STEWART HOLDINGS LLC,
514 SOUTH 21 AVENUE LLC & PEOPLES STATE BANK

ALL OF LOT 1 OF CERTIFIED SURVEY MAP NUMBER 14645, RECORDED IN VOLUME 65, ON PAGE 107, AS DOCUMENT NUMBER 1465126, ALL OF LOT 4, ALL OF LOT 5 AND ALL OF LOT 11 OF BLOCK 1 OF KOEBKE'S ADDITION, RECORDED IN VOLUME 10, ON PAGE 6, AS DOCUMENT NUMBER 430598, FILED IN THE MARATHON COUNTY REGISTER OF DEEDS OFFICE; AND PART OF VACATED SOUTH 22ND AVENUE, PART OF VACATED SOUTH 21ST AVENUE AND PART OF THE VACATED ALLEY IN SAID BLOCK 1 OF KOEBKE'S ADDITION, AND ALL OF LOT 10 AND LOT 11 AND PART OF THE VACATED ALLEY IN BLOCK 1 OF HELMKE & NEHRING ADDITION, RECORDED IN VOLUME 9, ON PAGE 39, AS DOCUMENT NUMBER 415489, FILED IN THE MARATHON COUNTY REGISTER OF DEEDS OFFICE; ALL LOCATED IN THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 34, TOWNSHIP 29 NORTH, RANGE 7 EAST, CITY OF WAUSAU, MARATHON COUNTY, WISCONSIN.



DRAFT

OWNER'S CERTIFICATE

PEOPLES STATE BANK, AS OWNER, DOES HEREBY CERTIFY THAT THEY HAVE CAUSED THE LAND DESCRIBED ON THIS CERTIFIED SURVEY MAP TO BE SURVEYED, DIVIDED, AND MAPPED, AS REPRESENTED ON THIS CERTIFIED SURVEY MAP. IN WITNESS WHEREOF, THE SAID PEOPLES STATE BANK HAS CAUSED THESE PRESENTS TO BE SIGNED BY

_____, ITS PRESIDENT AND COUNTERSIGNED BY

_____, ITS SECRETARY AT _____, WISCONSIN,

AND ITS CORPORATE SEAL HEREUNTO AFFIXED ON THIS _____, DAY OF _____, _____.

IN THE PRESENCE OF: PEOPLES STATE BANK

_____, PRESIDENT

_____, SECRETARY

STATE OF WISCONSIN)
SS
COUNTY)

PERSONALLY CAME BEFORE ME THIS _____ DAY OF _____,

THE ABOVE NAMED _____, PRESIDENT,

AND _____, SECRETARY,

OF THE ABOVE NAMED PEOPLES STATE BANK TO ME KNOWN TO BE THE SAME PERSONS WHO EXECUTED THE FOREGOING INSTRUMENT AND TO ME KNOWN TO BE SUCH PRESIDENT AND SECRETARY OF SAID PEOPLES STATE BANK, AND ACKNOWLEDGE THAT THEY EXECUTED THE FOREGOING INSTRUMENT AS SUCH OFFICERS AS THE DEED OF SAID PEOPLES STATE BANK, BY ITS AUTHORITY.

_____, NOTARY PUBLIC

STATE OF WISCONSIN

MY COMMISSION EXPIRES _____

STEWART AVENUE

2205 STEWART AVE

2111 STEWART
AVE W BUILDING

2111 STEWART
AVE E BUILDING

PROPOSED PARKING (22 NEW)

PROPOSED PARKING (6 NEW)

PROPOSED PROPERTY LINE

PROPOSED GREENSPACE
BUFFER

PROPOSED 6' SOLID FENCE

S 22ND AVENUE

S 21ST AVENUE

BOARDWALK PARKING CONCEPT

STEWART AVE - WAUSAU, WI (05/12/2023)

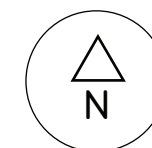
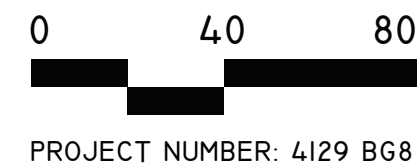


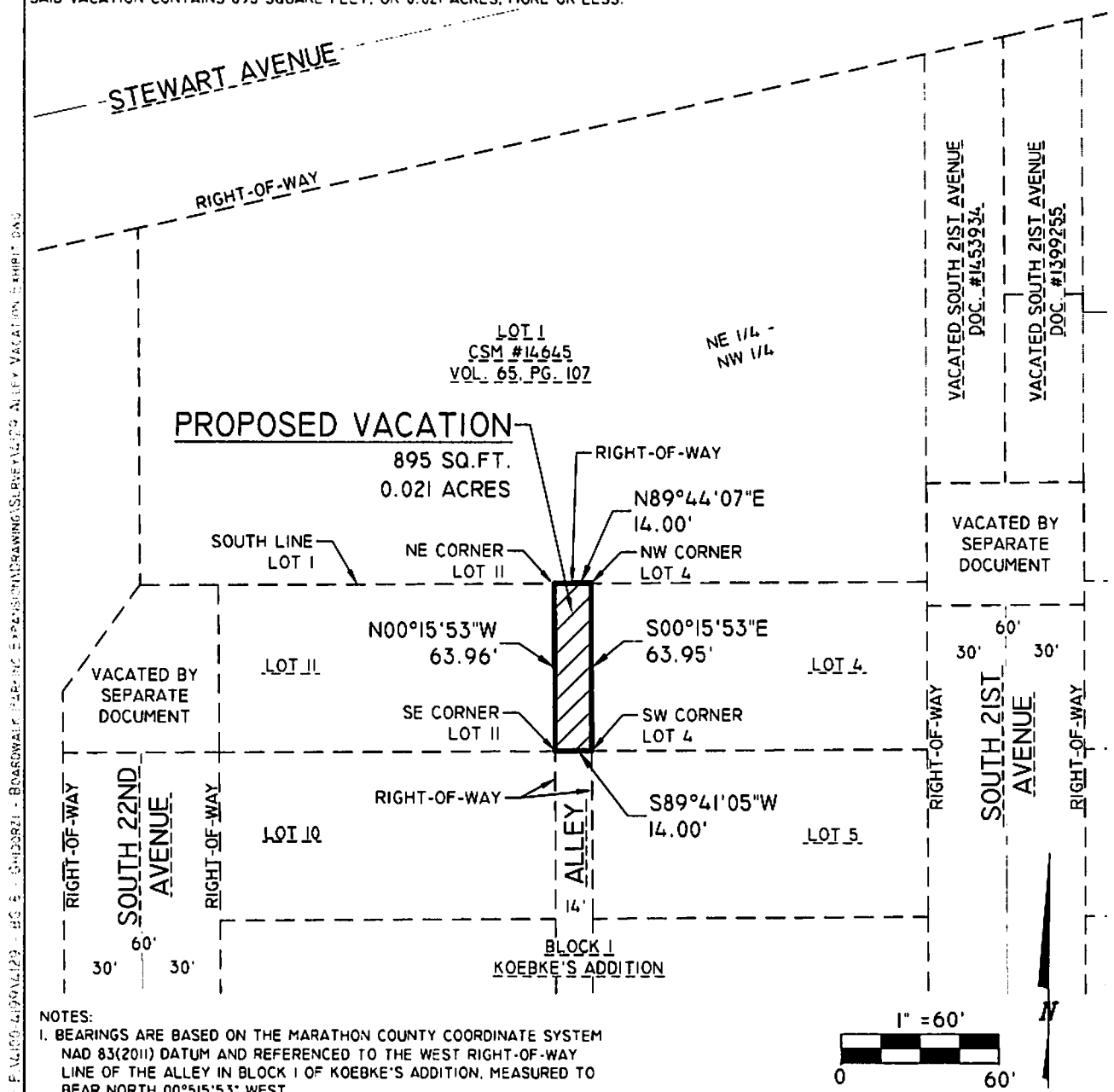


EXHIBIT MAP

PART OF THE ALLEY IN BLOCK 1 OF KOEBKE'S ADDITION, RECORDED IN VOLUME 10, ON PAGE 6, AS DOCUMENT NUMBER 430598, FILED IN THE MARATHON COUNTY REGISTER OF DEEDS OFFICE, LOCATED IN THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 34, TOWNSHIP 29 NORTH, RANGE 7 EAST, CITY OF WAUSAU, MARATHON COUNTY, WISCONSIN, MORE PARTICULARLY DESCRIBES AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 4 OF SAID BLOCK 1, SAID POINT BEING ON THE EAST RIGHT-OF-WAY LINE OF SAID ALLEY IN BLOCK 1 AND THE POINT OF BEGINNING; THENCE SOUTH 89°41'05" WEST, 14.00 FEET TO THE WEST RIGHT-OF-WAY LINE OF SAID ALLEY AND THE SOUTHEAST CORNER OF LOT 11 OF SAID BLOCK 1; THENCE NORTH 00°15'53" WEST, COINCIDENT WITH SAID WEST RIGHT-OF-WAY LINE OF SAID ALLEY, 63.96 FEET TO THE NORTH RIGHT-OF-WAY LINE OF SAID ALLEY, THE NORTHEAST CORNER OF SAID LOT 11, AND THE SOUTH LINE OF LOT 1 OF CERTIFIED SURVEY MAP NUMBER 14645, RECORDED IN VOLUME 65, ON PAGE 107, AS DOCUMENT NUMBER 1465126, FILED IN THE MARATHON COUNTY REGISTER OF DEEDS OFFICE; THENCE NORTH 89°44'07" EAST, COINCIDENT WITH SAID NORTH RIGHT-OF-WAY LINE AND SAID SOUTH LINE OF LOT 1, 14.00 FEET TO THE EAST RIGHT-OF-WAY LINE OF SAID ALLEY AND THE NORTHWEST CORNER OF SAID LOT 4; THENCE SOUTH 00°15'53" EAST, COINCIDENT WITH SAID EAST RIGHT-OF-WAY LINE, 63.95 FEET TO SAID SOUTHWEST CORNER OF LOT 4 AND THE POINT OF BEGINNING.

SAID VACATION CONTAINS 895 SQUARE FEET, OR 0.021 ACRES, MORE OR LESS.



PROPOSED ALLEY VACATION
BLOCK 1 OF KOEBKE'S ADDITION
WAUSAU, WISCONSIN

FIGURE : EXHIBIT MAP

PROJECT NO.
4129 BGC

DRAWN BY:
JLR

DATE:
5/11/2023

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

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

Setting a public hearing regarding vacating and discontinuing an area of right-of-way abutting 503 South 22nd Avenue, a portion of 2111 Stewart Avenue, and a portion of 2205 Stewart Avenue

Committee Action: Approved 5-0

Fiscal Impact: None

File Number: 23-0606

Date Introduced: June 13, 2023

FISCAL IMPACT SUMMARY

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

RESOLUTION

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

Part of South 22nd Avenue described in Koebke's Addition, located in the Northeast 1/4 of the Northwest 1/4 of Section 34, Township 29 North, Range 7 East, City of Wausau, Marathon County, Wisconsin, more particularly described as follows:

Commencing at the Southwest corner of Lot 11 of Block 1 of Koebke's Addition recorded in Volume 10, on Page 6, as Document Number 430598, filed in the Marathon County Register of Deeds Office, said point being on the east right-of-way line of said South 22nd Avenue and the point of beginning; thence South 89°41'05" West, 60.00 feet to the west right-of-way line of said South 22nd Avenue; thence North 00°21'23" West, coincident with said west right-of-way line, 23.31 feet; thence North 36°05'54" East, coincident with said west right-of-way line, 50.49 feet to the north right-of-way line of said South 22nd Avenue and the Southwest corner of Lot 1 of Certified Survey Map Number 14645, recorded in Volume 65, on Page 107, as Document Number 1465126, filed in the Marathon County Register of Deeds Office; thence North 89°40'57" East, coincident with said north right-of-way line and the south line of said Lot 1, 30.00 feet to the east right-of-way line of said South 22nd Avenue and the Northwest corner of Lot 11 of said

Block 1; thence South 00°21'23" East, coincident with said east right-of-way line, 63.94 feet to said Southwest corner of Lot 11 and the point of beginning.

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

WHEREAS, the Capital Improvements and Street Maintenance Committee at its June 8, 2023 meeting recommended that a hearing be held.

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of Wausau, that a hearing on the passage of the foregoing resolution shall be held before the Capital Improvements and Street Maintenance Committee of the City of Wausau in the Council Chambers of City Hall, 407 Grant Street, Wausau, Marathon County, Wisconsin, on the 10th day of August, 2023, at 5:15 p.m., on said day, and the proper City officials are hereby authorized and directed to give notice of said hearing by personal service and publication of said hearing as provided by law.

Approved:

Katie Rosenberg, Mayor

CAPITAL IMPROVEMENTS AND STREET MAINTENANCE COMMITTEE

Date of Meeting: June 8, 2023, at 5:15 p.m. in the Council Chambers of City Hall.

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

Also Present: Eric Lindman, Allen Wesolowski, Jill Kurtzhals, Tara Alfonso, Lori Wunsch

CONSENT AGENDA

- A. Approve minutes of the May 11, 2023 meeting**
 - B. Action on watermain easement to City of Wausau from Marathon County in Marathon Park**
 - C. Action on a preliminary resolution to set a public hearing to vacate an area of right-of-way abutting 503 South 22nd Avenue, a portion of 2111 Stewart Avenue, and a portion of 2205 Stewart Avenue**
 - D. Action on a preliminary resolution to set a public hearing to vacate a portion of the alley north of Wegner Street abutting 503 South 22nd Avenue and a portion of 514 South 21st Avenue**
 - E. Action on a preliminary resolution to set a public hearing to vacate an area of right-of-way abutting 505 South 21st Avenue, a portion of 509 South 21st Avenue, a portion of 514 South 21st Avenue, and a portion of 2111 Stewart Avenue**
 - F. Action on Stormwater Maintenance Agreement with Aedifix at 101 Short Street, 1214 North 3rd Street and 1201 North 2nd Street**
-

Diny moved to approve the consent agenda items. Henke seconded and the motion passed 5-0.

Agenda Item No.

1C

STAFF REPORT TO CISM COMMITTEE – June 8, 2023

AGENDA ITEM

Action on a preliminary resolution to set a public hearing to vacate an area of right-of-way abutting 503 South 22nd Avenue, a portion of 2111 Stewart Avenue, and a portion of 2205 Stewart Avenue

BACKGROUND

514 S. 21st Ave LLC is proposing a CSM that would vacate a portion of S. 22nd Ave

FISCAL IMPACT

None.

STAFF RECOMMENDATION

Recommend approving preliminary resolution to set a public hearing.

Staff contact: Allen Wesolowski 715-261-6762



REI

CIVIL & ENVIRONMENTAL ENGINEERING, SURVEYING
4080 N. 20TH AVENUE, WAUSAU, WI 54401
(715) 675-9784

MARATHON COUNTY CERTIFIED SURVEY MAP

MAP NO. _____

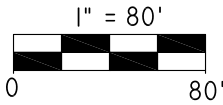
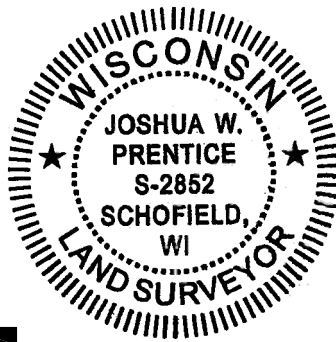
PREPARED FOR: 514 SOUTH 21 AVENUE LLC

LANDOWNER: BOARDWALK ON STEWART HOLDINGS LLC,
514 SOUTH 21 AVENUE LLC & PEOPLES STATE BANK

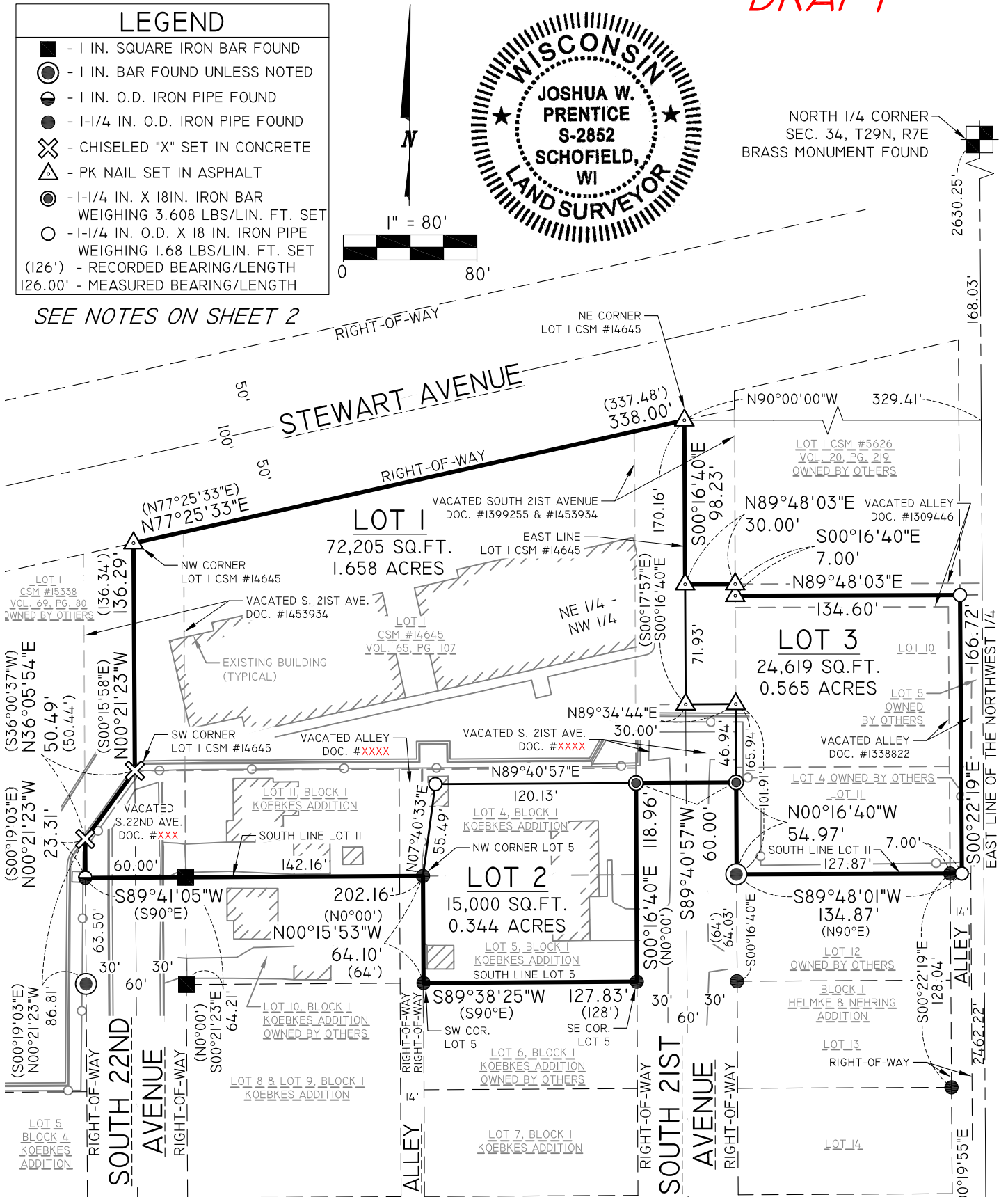
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DRAFT

LEGEND	
■	- 1 IN. SQUARE IRON BAR FOUND
●	- 1 IN. BAR FOUND UNLESS NOTED
○	- 1 IN. O.D. IRON PIPE FOUND
●	- 1-1/4 IN. O.D. IRON PIPE FOUND
✕	- CHISELED "X" SET IN CONCRETE
△	- PK NAIL SET IN ASPHALT
●	- 1-1/4 IN. X 18 IN. IRON BAR WEIGHING 3.608 LBS/LIN. FT. SET
○	- 1-1/4 IN. O.D. X 18 IN. IRON PIPE WEIGHING 1.68 LBS/LIN. FT. SET
(126°)	- RECORDED BEARING/LENGTH
126.00'	- MEASURED BEARING/LENGTH



SEE NOTES ON SHEET 2





REI

CIVIL & ENVIRONMENTAL ENGINEERING, SURVEYING
4080 N. 20TH AVENUE, WAUSAU, WI 54401
(715) 675-9784

MARATHON COUNTY CERTIFIED SURVEY MAP

MAP NO. _____

PREPARED FOR: 514 SOUTH 21 AVENUE LLC

LANDOWNER: BOARDWALK ON STEWART HOLDINGS LLC,
514 SOUTH 21 AVENUE LLC & PEOPLES STATE BANK

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SURVEYOR'S CERTIFICATE

I, JOSHUA W. PRENTICE, WISCONSIN PROFESSIONAL LAND SURVEYOR S-2852, DO HEREBY CERTIFY TO THE BEST OF MY KNOWLEDGE AND BELIEF: THAT I HAVE SURVEYED, MAPPED, AND DIVIDED ALL OF LOT I OF CERTIFIED SURVEY MAP NUMBER 14645, RECORDED IN VOLUME 65, ON PAGE 107, AS DOCUMENT NUMBER 1465126, ALL OF LOT 4, ALL OF LOT 5 AND ALL OF LOT II OF BLOCK I OF KOEBKE'S ADDITION, RECORDED IN VOLUME 10, ON PAGE 6, AS DOCUMENT NUMBER 430598, FILED IN THE MARATHON COUNTY REGISTER OF DEEDS OFFICE; AND PART OF VACATED SOUTH 22ND AVENUE, PART OF VACATED SOUTH 21ST AVENUE AND PART OF THE VACATED ALLEY IN SAID BLOCK I OF KOEBKE'S ADDITION, AND ALL OF LOT 10 AND LOT II AND PART OF THE VACATED ALLEY IN BLOCK I OF HELMKE & NEHRING ADDITION, RECORDED IN VOLUME 9, ON PAGE 39, AS DOCUMENT NUMBER 415489, FILED IN THE MARATHON COUNTY REGISTER OF DEEDS OFFICE; ALL LOCATED IN THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 34, TOWNSHIP 29 NORTH, RANGE 7 EAST, CITY OF WAUSAU, MARATHON COUNTY, WISCONSIN, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTH 1/4 CORNER OF SAID SECTION 34; THENCE SOUTH 00°19'55" EAST, COINCIDENT WITH THE EAST LINE OF SAID NORTHWEST 1/4, 168.03 FEET; THENCE NORTH 90°00'00" WEST, 329.41 FEET TO THE NORTHEAST CORNER OF SAID LOT I OF CERTIFIED SURVEY MAP NUMBER 14645 AND THE POINT OF BEGINNING; THENCE SOUTH 00°16'40" EAST, COINCIDENT WITH THE EAST LINE OF SAID LOT I, 98.23 FEET TO THE WESTERLY EXTENSION OF THE NORTH LINE OF SAID VACATED ALLEY IN BLOCK I OF HELKE & NEHRING ADDITION; THENCE NORTH 89°48'03" EAST, COINCIDENT WITH SAID WESTERLY EXTENSION OF THE NORTH LINE OF THE VACATED ALLEY, 30.00 FEET TO THE EAST LINE OF SAID VACATED SOUTH 21ST AVENUE; THENCE SOUTH 00°16'40" EAST, COINCIDENT WITH SAID EAST LINE OF VACATED SOUTH 21ST AVENUE, 7.00 FEET TO THE CENTERLINE OF SAID VACATED ALLEY IN BLOCK I OF HELKE AND NEHRING ADDITION; THENCE NORTH 89°48'03" EAST, COINCIDENT WITH SAID CENTERLINE, 134.60 FEET TO THE CENTERLINE OF THE NORTH-SOUTH VACATED ALLEY IN SAID BLOCK I OF HELMKE AND NEHRING ADDITION; THENCE SOUTH 00°22'19" EAST, COINCIDENT WITH SAID CENTERLINE OF THE NORTH-SOUTH VACATED ALLEY, 166.72 FEET TO THE EASTERLY EXTENSION OF THE SOUTH LINE OF SAID LOT II OF BLOCK I OF HELMKE AND NEHRING ADDITION; THENCE SOUTH 89°48'01" WEST, COINCIDENT WITH THE SOUTH LINE OF SAID LOT II AND SAID EASTERLY EXTENSION THEREOF, 134.87 FEET TO THE EAST RIGHT-OF-WAY LINE OF SOUTH 21ST AVENUE; THENCE NORTH 00°16'40" WEST, COINCIDENT WITH SAID EAST RIGHT-OF-WAY LINE, 54.97 FEET TO THE NORTH RIGHT-OF-WAY LINE OF SAID SOUTH 21ST AVENUE; THENCE SOUTH 89°40'57" WEST, COINCIDENT WITH SAID NORTH RIGHT-OF-WAY LINE, 60.00 FEET TO THE WEST RIGHT-OF-WAY LINE OF SAID SOUTH 21ST AVENUE; THENCE SOUTH 00°16'40" EAST, COINCIDENT WITH SAID WEST RIGHT-OF-WAY LINE, 118.96 FEET TO THE SOUTHEAST CORNER OF SAID LOT 5; THENCE SOUTH 89°38'25" WEST, COINCIDENT WITH THE SOUTH LINE OF SAID LOT 5, 127.83 FEET TO THE SOUTHWEST CORNER OF SAID LOT 5 AND THE EAST RIGHT-OF-WAY LINE OF THE ALLEY IN SAID BLOCK I; THENCE NORTH 00°15'53" WEST, COINCIDENT WITH SAID EAST RIGHT-OF-WAY LINE, 64.10 FEET TO THE NORTHWEST CORNER OF SAID LOT 5 AND THE NORTH RIGHT-OF-WAY LINE OF SAID ALLEY; THENCE SOUTH 89°41'05" WEST, COINCIDENT WITH SAID NORTH RIGHT-OF-WAY LINE OF SAID ALLEY IN BLOCK I, THE SOUTH LINE OF SAID LOT II, AND THE NORTH RIGHT-OF-WAY LINE OF SOUTH 22ND AVENUE, 202.16 FEET TO THE WEST RIGHT-OF-WAY LINE OF SAID SOUTH 22ND AVENUE; THENCE NORTH 00°21'23" WEST, COINCIDENT WITH THE WEST LINE OF SAID VACATED SOUTH 22ND AVENUE AND THE EAST LINE OF LOT I OF CERTIFIED SURVEY MAP NUMBER 15338, RECORDED IN VOLUME 69, ON PAGE 80, AS DOCUMENT NUMBER 1522927, FILED IN THE MARATHON COUNTY REGISTER OF DEEDS OFFICE, 23.31 FEET; THENCE NORTH 36°05'54" EAST, COINCIDENT WITH SAID WEST LINE OF VACATED SOUTH 22ND AVENUE AND SAID EAST LINE OF LOT I OF CERTIFIED SURVEY MAP NUMBER 15338, 50.49 FEET TO THE SOUTHWEST CORNER OF SAID LOT I OF CERTIFIED SURVEY MAP NUMBER 14645; THENCE NORTH 00°21'23" WEST, COINCIDENT WITH SAID EAST LINE OF LOT I OF CERTIFIED SURVEY MAP NUMBER 15338 AND THE WEST LINE OF SAID LOT I OF CERTIFIED SURVEY MAP NUMBER 14645, 136.29 FEET TO SOUTH RIGHT-OF-WAY LINE OF STEWART AVENUE; THENCE NORTH 77°25'33" EAST, COINCIDENT WITH SAID SOUTH RIGHT-OF-WAY LINE 338.00 FEET TO SAID NORTHEAST CORNER OF LOT I OF CERTIFIED SURVEY MAP NUMBER 14645 AND THE POINT OF BEGINNING.

THAT THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 111,824 SQUARE FEET, 2.567 ACRES, MORE OR LESS.

THAT I HAVE MADE THIS SURVEY, DIVISION AND MAP THEREOF AT THE DIRECTION OF 514 SOUTH 21 AVENUE LLC, AGENT OF SAID PARCELS.

THAT SAID PARCEL IS SUBJECT TO EASEMENTS, RESTRICTIONS, AND RIGHTS-OF-WAY OF RECORD.

THAT I HAVE FULLY COMPLIED WITH THE PROVISIONS OF SECTION 236.34 OF THE WISCONSIN STATUTES, WISCONSIN ADMINISTRATIVE CODE A-E7, AND THE SUBDIVISION REGULATIONS OF THE CITY OF WAUSAU.

THAT THIS MAP IS A CORRECT AND ACCURATE REPRESENTATION OF THE EXTERIOR BOUNDARIES OF SAID PARCEL, AND OF THE DIVISION THEREOF MADE.

DATED THIS _____ DAY OF _____

DRAFT

REI
JOSHUA W. PRENTICE
WI P.L.S. S-2852

- NOTES:
1. FIELD SURVEY WAS COMPLETED ON 5-30-2023.
 2. BEARINGS ARE BASED ON THE MARATHON COUNTY COORDINATE SYSTEM, NAD 83(2011) DATUM AND REFERENCED TO THE EAST LINE OF THE NORTHWEST 1/4 OF SECTION 34, TOWNSHIP 29 NORTH, RANGE 7 EAST, MEASURED TO BEAR SOUTH 00°19'55" EAST.
 3. THIS CERTIFIED SURVEY MAP DOES NOT TRANSFER PROPERTY OWNERSHIP, AND THE SALE OR TRANSFER OF PROPERTY REQUIRES A RECORDED DEED EXCEPT FOR PUBLIC DEDICATIONS.

I, _____
ZONING ADMINISTRATOR
BEING DULY APPOINTED BY THE COMMON COUNCIL,
DO HEREBY CERTIFY THAT THE ATTACHED
CERTIFIED SURVEY MAP HAS BEEN REVIEWED AND
THERE ARE NO OBJECTIONS TO RECORDING THIS
CERTIFIED SURVEY IN THE REGISTER OF DEEDS
OFFICE.

DATE _____



REI

CIVIL & ENVIRONMENTAL ENGINEERING, SURVEYING
4080 N. 20TH AVENUE, WAUSAU, WI 54401
(715) 675-9784

MARATHON COUNTY CERTIFIED SURVEY MAP

MAP NO. _____

PREPARED FOR: _____ 514 SOUTH 21 AVENUE LLC _____

LANDOWNER: _____ BOARDWALK ON STEWART HOLDINGS LLC,
514 SOUTH 21 AVENUE LLC & PEOPLES STATE BANK _____

ALL OF LOT 1 OF CERTIFIED SURVEY MAP NUMBER 14645, RECORDED IN VOLUME 65, ON PAGE 107, AS DOCUMENT NUMBER 1465126, ALL OF LOT 4, ALL OF LOT 5 AND ALL OF LOT 11 OF BLOCK 1 OF KOEBKE'S ADDITION, RECORDED IN VOLUME 10, ON PAGE 6, AS DOCUMENT NUMBER 430598, FILED IN THE MARATHON COUNTY REGISTER OF DEEDS OFFICE; AND PART OF VACATED SOUTH 22ND AVENUE, PART OF VACATED SOUTH 21ST AVENUE AND PART OF THE VACATED ALLEY IN SAID BLOCK 1 OF KOEBKE'S ADDITION, AND ALL OF LOT 10 AND LOT 11 AND PART OF THE VACATED ALLEY IN BLOCK 1 OF HELMKE & NEHRING ADDITION, RECORDED IN VOLUME 9, ON PAGE 39, AS DOCUMENT NUMBER 415489, FILED IN THE MARATHON COUNTY REGISTER OF DEEDS OFFICE; ALL LOCATED IN THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 34, TOWNSHIP 29 NORTH, RANGE 7 EAST, CITY OF WAUSAU, MARATHON COUNTY, WISCONSIN.



DRAFT

LIMITED LIABILITY COMPANY OWNER'S CERTIFICATE

BOARDWALK ON STEWART HOLDINGS LLC, A WISCONSIN LIMITED LIABILITY COMPANY, AS OWNER, DOES HEREBY CERTIFY THAT SAID COMPANY CAUSED THE LAND DESCRIBED ON THIS CERTIFIED SURVEY MAP TO BE SURVEYED, DIVIDED, AND MAPPED, AS REPRESENTED ON THIS CERTIFIED SURVEY MAP.

IN WITNESS WHEREOF, THE SAID BOARDWALK ON STEWART HOLDINGS LLC, HAS CAUSED THESE PRESENTS

TO BE SIGNED BY _____, MEMBER

AT _____,

THIS_____, DAY OF _____, 2023

IN THE PRESENCE OF: BOARDWALK ON STEWART HOLDINGS LLC

_____, MEMBER

STATE OF WISCONSIN)
SS
MARATHON COUNTY)

PERSONALLY CAME BEFORE ME THIS_____DAY OF_____, 2023

THE ABOVE NAMED _____, MEMBER

OF THE ABOVE NAMED CORPORATION TO ME KNOWN TO BE THE SAME PERSON WHO EXECUTED THE FOREGOING INSTRUMENT AND TO ME KNOWN TO BE SUCH MEMBER OF SAID COMPANY, AND ACKNOWLEDGE THAT THEY EXECUTED THE FOREGOING INSTRUMENT AS SUCH MEMBER AS THE DEED OF SAID COMPANY, BY ITS AUTHORITY.

NOTARY PUBLIC STATE OF _____

MY COMMISSION EXPIRES_____



REI

CIVIL & ENVIRONMENTAL ENGINEERING, SURVEYING
4080 N. 20TH AVENUE, WAUSAU, WI 54401
(715) 675-9784

MARATHON COUNTY CERTIFIED SURVEY MAP

MAP NO. _____

PREPARED FOR: 514 SOUTH 21 AVENUE LLC

LANDOWNER: BOARDWALK ON STEWART HOLDINGS LLC,
514 SOUTH 21 AVENUE LLC & PEOPLES STATE BANK

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DRAFT

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IN WITNESS WHEREOF, THE SAID 514 SOUTH 21 AVENUE LLC, HAS CAUSED THESE PRESENTS

TO BE SIGNED BY _____, MEMBER

AT _____,

THIS_____, DAY OF _____, 2023

IN THE PRESENCE OF: 514 SOUTH 21 AVENUE LLC

_____, MEMBER

STATE OF WISCONSIN)
SS
MARATHON COUNTY)

PERSONALLY CAME BEFORE ME THIS_____DAY OF_____, 2023

THE ABOVE NAMED _____, MEMBER

OF THE ABOVE NAMED CORPORATION TO ME KNOWN TO BE THE SAME PERSON WHO EXECUTED THE FOREGOING INSTRUMENT AND TO ME KNOWN TO BE SUCH MEMBER OF SAID COMPANY, AND ACKNOWLEDGE THAT THEY EXECUTED THE FOREGOING INSTRUMENT AS SUCH MEMBER AS THE DEED OF SAID COMPANY, BY ITS AUTHORITY.

NOTARY PUBLIC STATE OF _____

MY COMMISSION EXPIRES_____



REI

CIVIL & ENVIRONMENTAL ENGINEERING, SURVEYING
4080 N. 20TH AVENUE, WAUSAU, WI 54401
(715) 675-9784

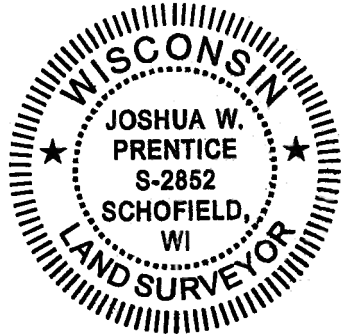
MARATHON COUNTY CERTIFIED SURVEY MAP

MAP NO. _____

PREPARED FOR: 514 SOUTH 21 AVENUE LLC

LANDOWNER: BOARDWALK ON STEWART HOLDINGS LLC,
514 SOUTH 21 AVENUE LLC & PEOPLES STATE BANK

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DRAFT

OWNER'S CERTIFICATE

PEOPLES STATE BANK, AS OWNER, DOES HEREBY CERTIFY THAT THEY HAVE CAUSED THE LAND DESCRIBED ON THIS CERTIFIED SURVEY MAP TO BE SURVEYED, DIVIDED, AND MAPPED, AS REPRESENTED ON THIS CERTIFIED SURVEY MAP. IN WITNESS WHEREOF, THE SAID PEOPLES STATE BANK HAS CAUSED THESE PRESENTS TO BE SIGNED BY

_____, ITS PRESIDENT AND COUNTERSIGNED BY

_____, ITS SECRETARY AT _____, WISCONSIN,

AND ITS CORPORATE SEAL HEREUNTO AFFIXED ON THIS _____, DAY OF _____, _____.

IN THE PRESENCE OF: PEOPLES STATE BANK

_____, PRESIDENT

_____, SECRETARY

STATE OF WISCONSIN)
SS
COUNTY)

PERSONALLY CAME BEFORE ME THIS _____ DAY OF _____,

THE ABOVE NAMED _____, PRESIDENT,

AND _____, SECRETARY,

OF THE ABOVE NAMED PEOPLES STATE BANK TO ME KNOWN TO BE THE SAME PERSONS WHO EXECUTED THE FOREGOING INSTRUMENT AND TO ME KNOWN TO BE SUCH PRESIDENT AND SECRETARY OF SAID PEOPLES STATE BANK, AND ACKNOWLEDGE THAT THEY EXECUTED THE FOREGOING INSTRUMENT AS SUCH OFFICERS AS THE DEED OF SAID PEOPLES STATE BANK, BY ITS AUTHORITY.

_____, NOTARY PUBLIC

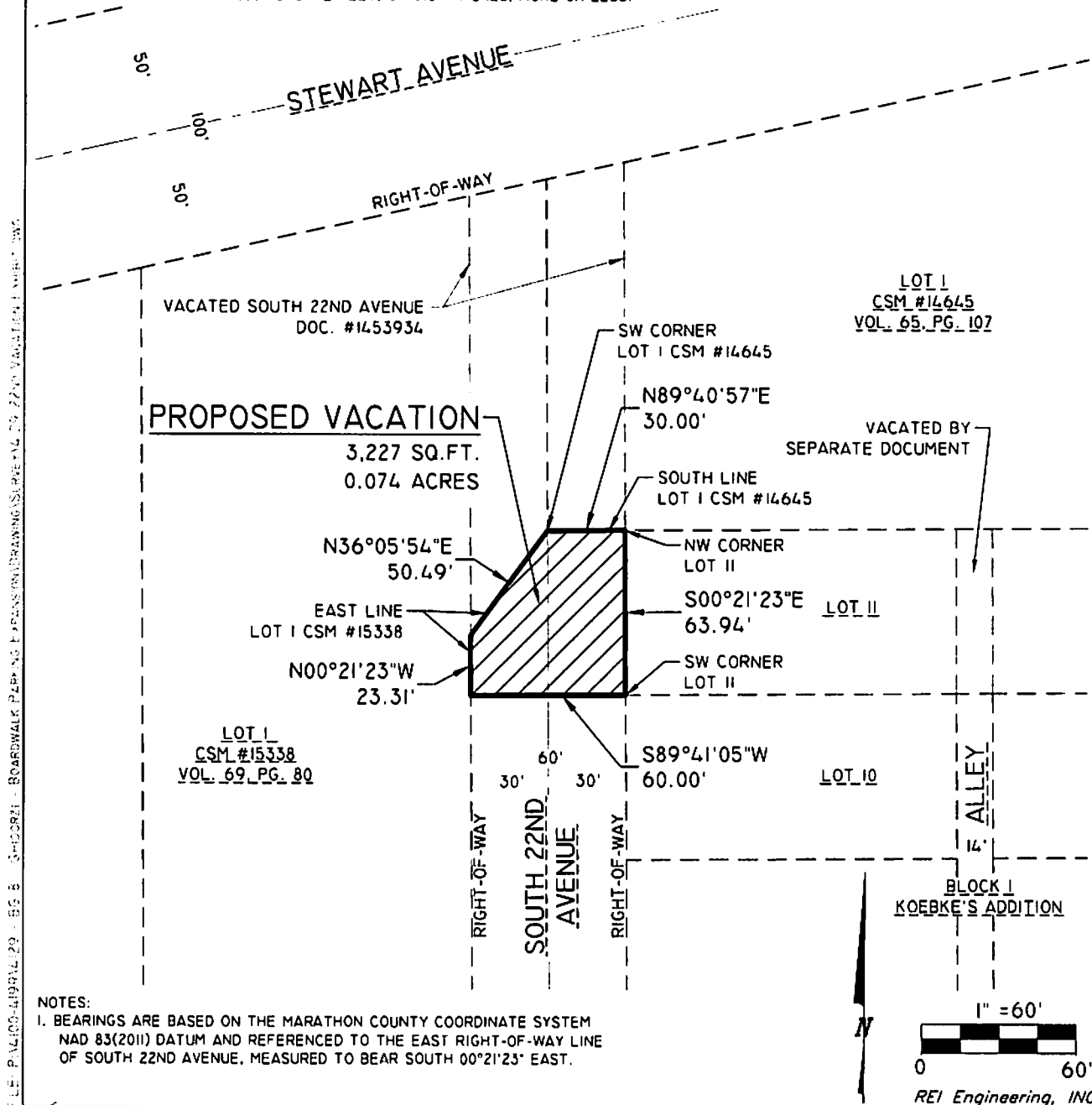
STATE OF WISCONSIN

MY COMMISSION EXPIRES _____



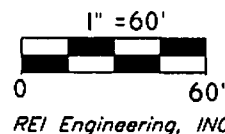
EXHIBIT MAP

PART OF SOUTH 22ND AVENUE DESCRIBED IN KOEBKE'S ADDITION, LOCATED IN THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 34, TOWNSHIP 29 NORTH, RANGE 7 EAST, CITY OF WAUSAU, MARATHON COUNTY, WISCONSIN, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF LOT II OF BLOCK I OF KOEBKE'S ADDITION RECORDED IN VOLUME 10, ON PAGE 6, AS DOCUMENT NUMBER 430598, FILED IN THE MARATHON COUNTY REGISTER OF DEEDS OFFICE, SAID POINT BEING ON THE EAST RIGHT-OF-WAY LINE OF SAID SOUTH 22ND AVENUE AND THE POINT OF BEGINNING; THENCE SOUTH 89°41'05" WEST, 60.00 FEET TO THE WEST RIGHT-OF-WAY LINE OF SAID SOUTH 22ND AVENUE; THENCE NORTH 00°21'23" WEST, COINCIDENT WITH SAID WEST RIGHT-OF-WAY LINE, 23.31 FEET; THENCE NORTH 36°05'54" EAST, COINCIDENT WITH SAID WEST RIGHT-OF-WAY LINE, 50.49 FEET TO THE NORTH RIGHT-OF-WAY LINE OF SAID SOUTH 22ND AVENUE AND THE SOUTHWEST CORNER OF LOT I OF CERTIFIED SURVEY MAP NUMBER 14645, RECORDED IN VOLUME 65, ON PAGE 107, AS DOCUMENT NUMBER 1465126, FILED IN THE MARATHON COUNTY REGISTER OF DEEDS OFFICE; THENCE NORTH 89°40'57" EAST, COINCIDENT WITH SAID NORTH RIGHT-OF-WAY LINE AND THE SOUTH LINE OF SAID LOT I, 30.00 FEET TO THE EAST RIGHT-OF-WAY LINE OF SAID SOUTH 22ND AVENUE AND THE NORTHWEST CORNER OF LOT II OF SAID BLOCK I; THENCE SOUTH 00°21'23" EAST, COINCIDENT WITH SAID EAST RIGHT-OF-WAY LINE, 63.94 FEET TO SAID SOUTHWEST CORNER OF LOT II AND THE POINT OF BEGINNING. SAID VACATION CONTAINS 3,227 SQUARE FEET, OR 0.074 ACRES, MORE OR LESS.



NOTES:

1. BEARINGS ARE BASED ON THE MARATHON COUNTY COORDINATE SYSTEM NAD 83(2011) DATUM AND REFERENCED TO THE EAST RIGHT-OF-WAY LINE OF SOUTH 22ND AVENUE, MEASURED TO BEAR SOUTH 00°21'23" EAST.



PROPOSED STREET VACATION
SOUTH 22ND AVENUE
WAUSAU, WISCONSIN

FIGURE : EXHIBIT MAP

PROJECT NO.
4129 BG8

DRAWN BY:
JLR

DATE:
5/11/2023

DRAWING FILE: P:\100-419914\29 - BG 8 - 04-0001 - BOARDWALK PLANNING & ENGINEERING\DRAWING\29-22ND VACATION\100-419914-29 - BG 8 - 04-0001 - BOARDWALK PLANNING & ENGINEERING.DWG

STEWART AVENUE

2205 STEWART AVE

2111 STEWART
AVE W BUILDING

2111 STEWART
AVE E BUILDING

PROPOSED PARKING (22 NEW)

PROPOSED PARKING (6 NEW)

PROPOSED PROPERTY LINE

PROPOSED GREENSPACE
BUFFER

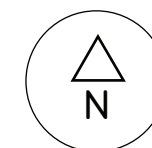
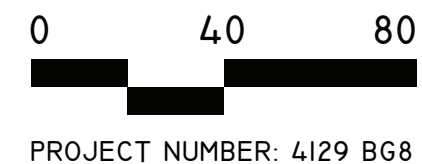
PROPOSED 6' SOLID FENCE

S 22ND AVENUE

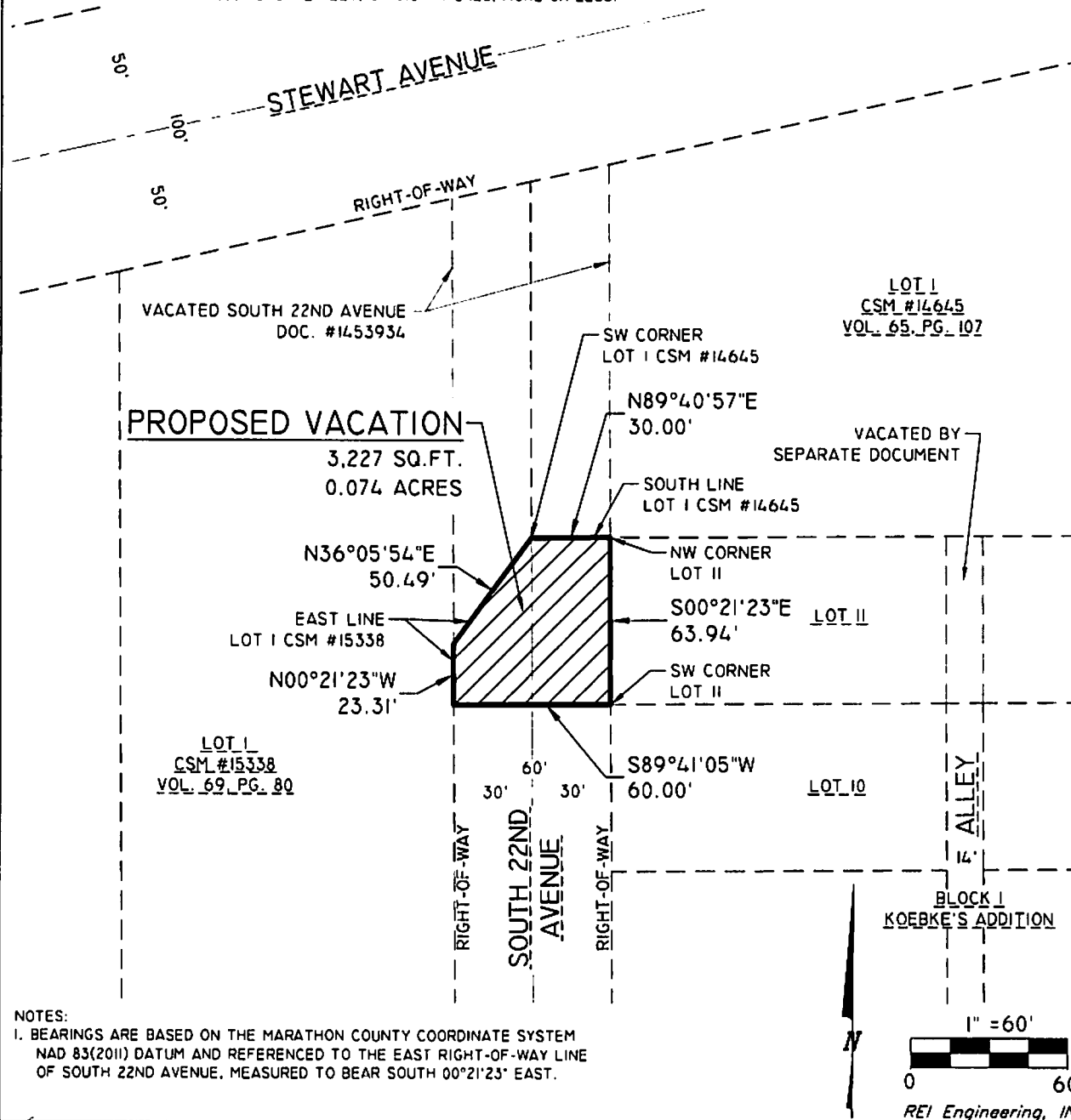
S 21ST AVENUE

BOARDWALK PARKING CONCEPT

STEWART AVE - WAUSAU, WI (05/12/2023)



PART OF SOUTH 22ND AVENUE DESCRIBED IN KOEBKE'S ADDITION, LOCATED IN THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 34, TOWNSHIP 29 NORTH, RANGE 7 EAST, CITY OF WAUSAU, MARATHON COUNTY, WISCONSIN, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF LOT 11 OF BLOCK 1 OF KOEBKE'S ADDITION RECORDED IN VOLUME 10, ON PAGE 6, AS DOCUMENT NUMBER 430598, FILED IN THE MARATHON COUNTY REGISTER OF DEEDS OFFICE, SAID POINT BEING ON THE EAST RIGHT-OF-WAY LINE OF SAID SOUTH 22ND AVENUE AND THE POINT OF BEGINNING; THENCE SOUTH 89°41'05" WEST, 60.00 FEET TO THE WEST RIGHT-OF-WAY LINE OF SAID SOUTH 22ND AVENUE; THENCE NORTH 00°21'23" WEST, COINCIDENT WITH SAID WEST RIGHT-OF-WAY LINE, 23.31 FEET; THENCE NORTH 36°05'54" EAST, COINCIDENT WITH SAID WEST RIGHT-OF-WAY LINE, 50.49 FEET TO THE NORTH RIGHT-OF-WAY LINE OF SAID SOUTH 22ND AVENUE AND THE SOUTHWEST CORNER OF LOT 1 OF CERTIFIED SURVEY MAP NUMBER 14645, RECORDED IN VOLUME 65, ON PAGE 107, AS DOCUMENT NUMBER 1465126, FILED IN THE MARATHON COUNTY REGISTER OF DEEDS OFFICE; THENCE NORTH 89°40'57" EAST, COINCIDENT WITH SAID NORTH RIGHT-OF-WAY LINE AND THE SOUTH LINE OF SAID LOT 1, 30.00 FEET TO THE EAST RIGHT-OF-WAY LINE OF SAID SOUTH 22ND AVENUE AND THE NORTHWEST CORNER OF LOT 11 OF SAID BLOCK 1; THENCE SOUTH 00°21'23" EAST, COINCIDENT WITH SAID EAST RIGHT-OF-WAY LINE, 63.94 FEET TO SAID SOUTHWEST CORNER OF LOT 11 AND THE POINT OF BEGINNING. SAID VACATION CONTAINS 3.227 SQUARE FEET, OR 0.074 ACRES, MORE OR LESS.



DRAWING FILE: PL100-41937129 - SS 5 G-COR21 - BOARDWALK PLANNING FOR SEASONAL DRAINAGE (SHEET 16 OF 22) - VACATION HOME - 2ND

PROPOSED STREET VACATION
SOUTH 22ND AVENUE
WAUSAU, WISCONSIN

FIGURE : EXHIBIT MAP

PROJECT NO.
4129 BG8

DRAWN BY:
JLR

DATE:
5/11/2023

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

RESOLUTION OF THE CAPITAL IMPROVEMENTS & STREET MAINTENANCE COMMITTEE

Accepting Easement with Marathon County for the installation of watermain at 800 Garfield Avenue and 1201 Stewart Avenue (Marathon Park)

Committee Action: Approved 5-0

Fiscal Impact: None

File Number: 23-0627

Date Introduced: June 13, 2023

FISCAL IMPACT SUMMARY

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

RESOLUTION

WHEREAS, watermain is currently being installed in Marathon Park to serve the park and to connect watermain from Garfield Avenue to Stewart Avenue; and

WHEREAS, the watermain will be owned and maintained by City of Wausau Waterworks; and

WHEREAS, your Capital Improvements and Street Maintenance Committee met on June 8, 2023 to review the proposed easement and recommends approval; now therefore

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

Approved:

Katie Rosenberg, Mayor

CAPITAL IMPROVEMENTS AND STREET MAINTENANCE COMMITTEE

Date of Meeting: June 8, 2023, at 5:15 p.m. in the Council Chambers of City Hall.

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

Also Present: Eric Lindman, Allen Wesolowski, Jill Kurtzhals, Tara Alfonso, Lori Wunsch

CONSENT AGENDA

- A. Approve minutes of the May 11, 2023 meeting**
 - B. Action on watermain easement to City of Wausau from Marathon County in Marathon Park**
 - C. Action on a preliminary resolution to set a public hearing to vacate an area of right-of-way abutting 503 South 22nd Avenue, a portion of 2111 Stewart Avenue, and a portion of 2205 Stewart Avenue**
 - D. Action on a preliminary resolution to set a public hearing to vacate a portion of the alley north of Wegner Street abutting 503 South 22nd Avenue and a portion of 514 South 21st Avenue**
 - E. Action on a preliminary resolution to set a public hearing to vacate an area of right-of-way abutting 505 South 21st Avenue, a portion of 509 South 21st Avenue, a portion of 514 South 21st Avenue, and a portion of 2111 Stewart Avenue**
 - F. Action on Stormwater Maintenance Agreement with Aedifix at 101 Short Street, 1214 North 3rd Street and 1201 North 2nd Street**
-

Diny moved to approve the consent agenda items. Henke seconded and the motion passed 5-0.

Agenda Item No.

1B

STAFF REPORT TO CISM COMMITTEE – June 8, 2023

AGENDA ITEM

Action on watermain easement to City of Wausau from Marathon County in Marathon Park

BACKGROUND

The watermain is being constructed in Marathon Park to serve the park and loop watermain from Garfield Avenue to Stewart Avenue. The City of Wausau Waterworks will be owning and maintaining the watermain in Marathon Park. The City would be accepting the easement.

FISCAL IMPACT

No fiscal impact to accept the easement.

STAFF RECOMMENDATION

Staff recommends approval.

Staff contact: Allen Wesolowski 715-261-6762



Minutes of May 1, 2023

A meeting of the Wausau Water Works Commission was called to order at 1:30 p.m. in City Hall on Monday, May 1st, 2023. In compliance with Wisconsin Statutes, this meeting was posted and receipted for by the Wausau Daily Herald on April 27, 2023.

Members Present: President Rosenberg, Commissioners Herbst, Robinson, Force, Gehin
Others Present: Eric Lindman, Scott Boers, Ben Brooks, Anne Jacobson, Valerie Swanborg, James Henderson, Jamie Polley, Joe Kafczynski/ Becher Hoppe
Via WebEx: Susan Wojtkiewicz/Donohue

Discussion and Possible Action Accepting a New Water Main Being Installed in Marathon Park.

Lindman began Parks Department had a private water main that had compliance issues and they are replacing that and looping from 17th Ave to Garfield Ave. There was discussion whether it should stay private but for compliance they wanted to put check valves which would not be beneficial to the utility or marathon park from a maintenance standpoint. The utility would like to accept responsibility for the main itself but the services remain responsibility of Marathon County.

Robinson reiterated once installed, we'd take ownership of the main and need motion to accept upon completion for that water main. I would make that motion. Seconded by Gehin.

Motion carried 5-0.

Link to view meeting in its entirety: <https://tinyurl.com/wausaucitycouncil>

Gina Vang, Recording Secretary

S:\WaterWorks\Common\WaterCommission\2023\June\WWWC_20230501_Minutes.doc.

**WATERMAIN
EASEMENT AGREEMENT**

THIS AGREEMENT, made this _____ day of _____, 2023, by and between, MARATHON COUNTY, a municipal corporation, Grantor, and the CITY OF WAUSAU, a municipal corporation of the State of Wisconsin, Grantee;

WITNESSETH:

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

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

Part of the Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$, Section 34, and part of the North $\frac{1}{2}$ of the Northwest $\frac{1}{4}$, Section 35, all in Township 29 North, Range 7 East, City of Wausau, Marathon County, Wisconsin, described as follows:

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

Commencing at the Northwest corner of said Section 35;

thence N 89°50'44" E, along the North line of said Northwest $\frac{1}{4}$, 2592.82 feet to the Northeast corner of said Northwest $\frac{1}{4}$ of Section 35; thence S 62°11'29" W, 1435.8 feet to the point of beginning of said centerline;

Thence S 87°55'40" W, 18 feet; thence S 76°40'40" W, 39.60 feet; thence S 88°38'55" W, 90.1 feet; thence S 86°16'36" W, 100 feet; thence S 41°16'36" W, 20 feet; thence S 86°16'36" W, 70 feet; thence N 71°13'24" W, 40 feet; thence S 85°21'00" W, 155 feet; thence S 85°21'00" W, 270 feet; thence S 86°11'11" W, 470 feet; thence N 47°00'00" W, 142.5 feet; thence S 88°00'00" W, 80.8 feet; thence N 49°14'35" W, 353.2 feet; thence N 4°18'12" W, approximately 355 feet to the South right-of-way of Stewart Avenue, and the end of said centerline.

In further consideration of this easement by Grantor, Grantee forever agrees to hold Grantor harmless from all damages, loss, or claims which may arise from the existence, use, and/or maintenance of said permanent easement. Grantee further agrees that it will attempt to return the disturbed lands subject to this easement to a similar condition which existed prior to the construction.

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

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

Recording Area

Name and Return Address
City Engineering Department
407 Grant Street
Wausau WI 54403

PIN: 291-2907-341-0999 and 291-2907-352-0998

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

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

MARATHON COUNTY BY:

CITY OF WAUSAU BY:

Lance Leonhard, County Administrator

Katie Rosenberg, Mayor

Kaitlyn A. Bernarde, City Clerk

STATE OF WISCONSIN)
) ss.
COUNTY OF MARATHON)

Personally came before me this ____ day of _____, 2023, the above named Katie Rosenberg, Mayor, and Kaitlyn A. Bernarde, Clerk for the City of Wausau, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Notary Public, Wisconsin
My commission expires: _____

STATE OF WISCONSIN)
) ss.
COUNTY OF MARATHON)

Personally came before me this ____ day of _____, 2023, the above named _____, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public, Wisconsin
My commission expires: _____

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

Legal Description

Proposed Marathon Park Watermain Easement

291-2907-341-0999 and 291-2907-352-0998

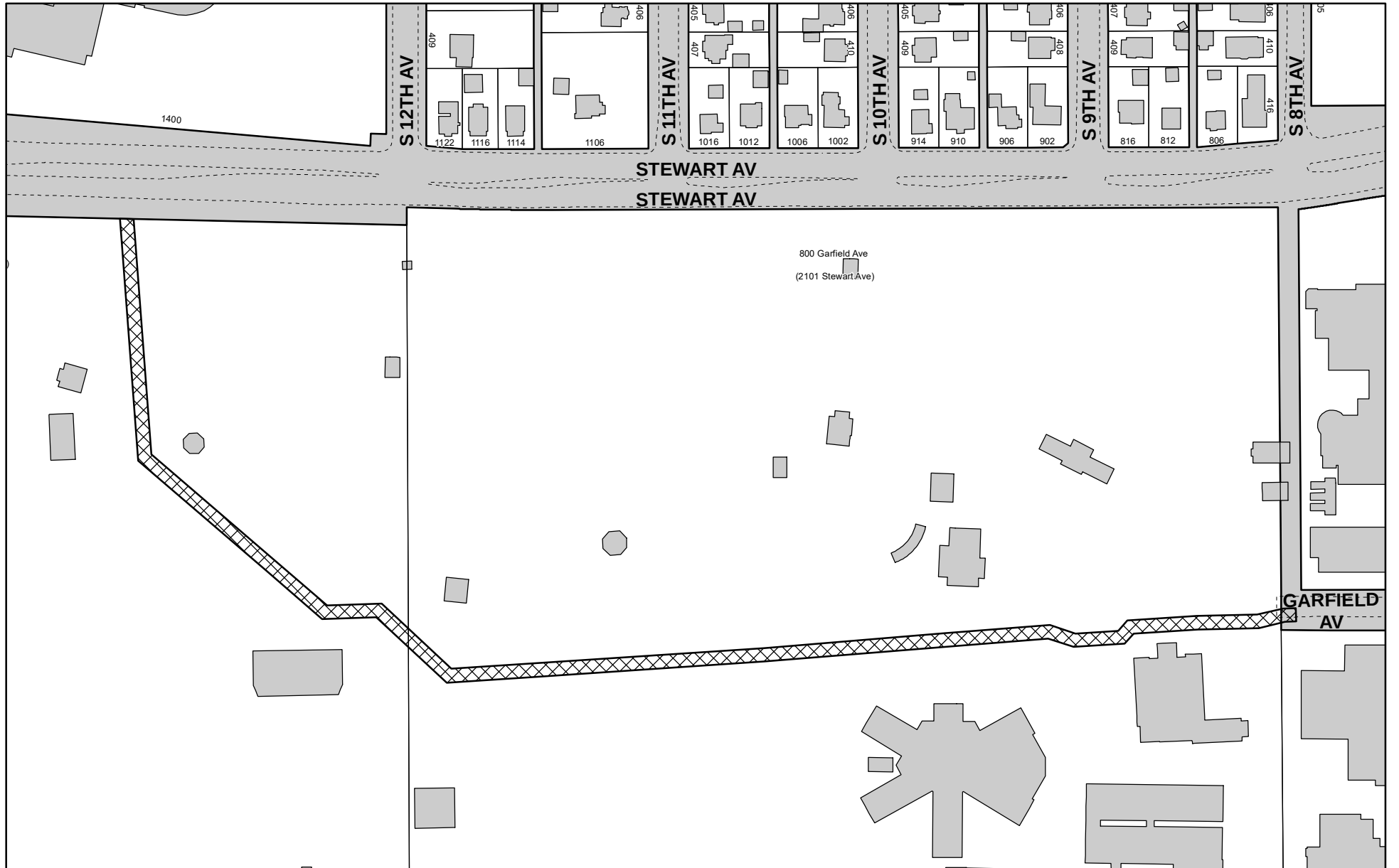
Part of the Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$, Section 34, and part of the North $\frac{1}{2}$ of the Northwest $\frac{1}{4}$, Section 35, all in Township 29 North, Range 7 East, City of Wausau, Marathon County, Wisconsin, described as follows:

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

Commencing at the Northwest corner of said Section 35;

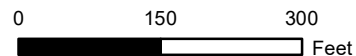
thence N $89^{\circ}50'44''$ E, along the North line of said Northwest $\frac{1}{4}$, 2592.82 feet to the Northeast corner of said Northwest $\frac{1}{4}$ of Section 35; thence S $62^{\circ}11'29''$ W, 1435.8 feet to the point of beginning of said centerline;

Thence S $87^{\circ}55'40''$ W, 18 feet; thence S $76^{\circ}40'40''$ W, 39.60 feet; thence S $88^{\circ}38'55''$ W, 90.1 feet; thence S $86^{\circ}16'36''$ W, 100 feet; thence S $41^{\circ}16'36''$ W, 20 feet; thence S $86^{\circ}16'36''$ W, 70 feet; thence N $71^{\circ}13'24''$ W, 40 feet; thence S $85^{\circ}21'00''$ W, 155 feet; thence S $85^{\circ}21'00''$ W, 270 feet; thence S $86^{\circ}11'11''$ W, 470 feet; thence N $47^{\circ}00'00''$ W, 142.5 feet; thence S $88^{\circ}00'00''$ W, 80.8 feet; thence N $49^{\circ}14'35''$ W, 353.2 feet; thence N $4^{\circ}18'12''$ W, approximately 355 feet to the South right-of-way of Stewart Avenue, and the end of said centerline.



Map Date: May 5, 2023

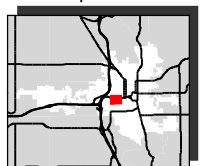
City of Wausau
Marathon County Wisconsin



Legend

- Parcels
- Right of Way
- Road Edge
- Proposed Watermain Easement

Map Location



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

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

Accepting Easement with Wausau Opportunity Zone Inc. for the installation of sewer, water, and storm sewer utilities at 201 Washington Street

Committee Action: Approved 5-0

Fiscal Impact: None

File Number: 23-0628

Date Introduced: June 13, 2023

FISCAL IMPACT SUMMARY

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

RESOLUTION

WHEREAS, redevelopment of the former Wausau Center Mall site and the surrounding area is currently underway; and

WHEREAS, as part of the redevelopment project, the City of Wausau will be installing sewer, water, and storm sewer utilities; and

WHEREAS, a portion of the sewer, water, and storm sewer utilities will be installed across property owned by Wausau Opportunity Zone Inc. at 201 Washington Street, thereby requiring an easement for the installation and future maintenance of these facilities; and

WHEREAS, your Capital Improvements and Street Maintenance Committee met on May 11, 2023 to review the proposed easement and recommends approval; now therefore

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

Approved:

Katie Rosenberg, Mayor

CAPITAL IMPROVEMENTS AND STREET MAINTENANCE COMMITTEE

Date of Meeting: May 11, 2023, at 5:15 p.m. in the Council Chambers of City Hall.

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

Also Present: Eric Lindman, Allen Wesolowski, Tara Alfonso, Dustin Kraege, Lori Wunsch

CONSENT AGENDA

A. Approve minutes of the April 13 and May 1, 2023 meetings

B. Action on Stormwater Maintenance Agreement with Wausau School District at 1200 West Wausau Avenue

C. Action on Stormwater Maintenance Agreement with Wausau School District at 2607 North 18th Street

D. Action on Stormwater Maintenance Agreement with Wausau School District at 1400 and 1402 Stewart Avenue

E. Action on Stormwater Maintenance Agreement with 2600 Stewart Avenue LLC and 2606 Stewart Avenue LLC at 2600 Stewart Avenue and 2606 Stewart Avenue

F. Action on Easement with Wausau Opportunity Zone Inc. at 201 Washington Street for 40-foot sewer and water easement between 2nd Street and 3rd Street

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

Agenda Item No.

1F

STAFF REPORT TO CISM COMMITTEE – May 11, 2023

AGENDA ITEM
Action on Easement with Wausau Opportunity Zone Inc. at 201 Washington Street for 40-foot sewer and water easement between 2 nd Street and 3 rd Street
BACKGROUND
As part of the redevelopment the City will be installing sewer and water lines across 201 Washington Street. WOZ is granting an easement for the installation and maintenance of these facilities.
FISCAL IMPACT
None
STAFF RECOMMENDATION
Staff recommends approving the easement.
Staff contact: Allen Wesolowski 715-261-6762



REI

CIVIL & ENVIRONMENTAL ENGINEERING, SURVEYING
4080 N. 20TH AVENUE, WAUSAU, WI 54401
(715) 675-9784

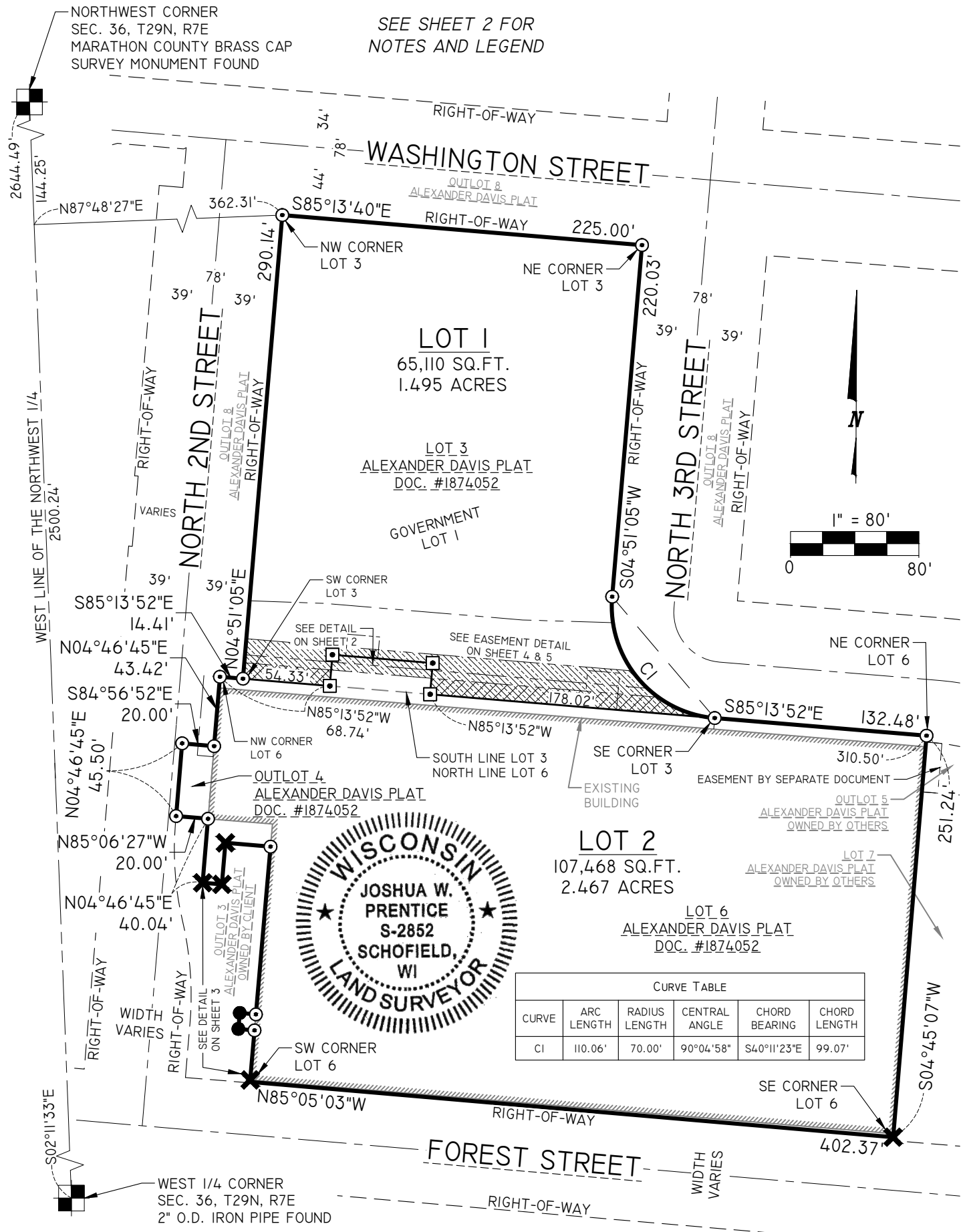
MARATHON COUNTY CERTIFIED SURVEY MAP

MAP NO. _____

PREPARED FOR: WAUSAU OPPORTUNITY ZONE INC.

LANDOWNER: WAUSAU OPPORTUNITY ZONE INC.

ALL OF LOT 3, ALL OF LOT 6, AND ALL OF OUTLOT 4 OF ALEXANDER DAVIS PLAT,
RECORDED AS DOCUMENT NUMBER 1874052 IN THE MARATHON COUNTY REGISTER
OF DEEDS OFFICE; LOCATED IN GOVERNMENT LOT 1 OF SECTION 36, TOWNSHIP 29
NORTH, RANGE 7 EAST, CITY OF WAUSAU, MARATHON COUNTY, WISCONSIN.





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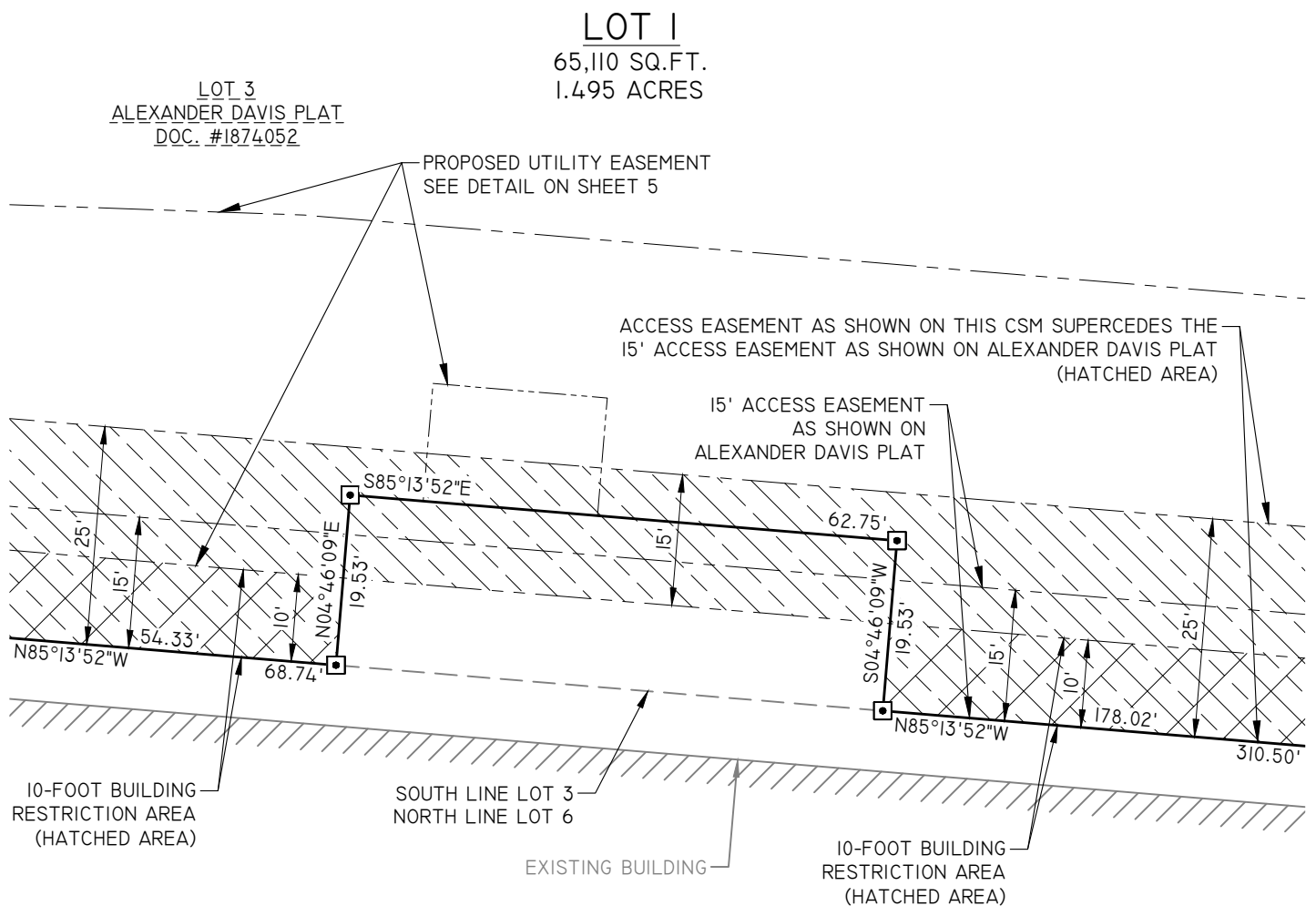
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NOTES:

1. FIELD SURVEY WAS COMPLETED ON 05-05-2023.
2. BEARINGS ARE BASED ON THE MARATHON COUNTY COORDINATE SYSTEM, NAD 83(2011) DATUM AND REFERENCED TO THE WEST LINE OF THE NORTHWEST 1/4 OF SECTION 36, TOWNSHIP 29 NORTH, RANGE 7 EAST, MEASURED TO BEAR SOUTH 02°11'33" EAST.
3. THIS CERTIFIED SURVEY MAP DOES NOT TRANSFER PROPERTY OWNERSHIP, AND THE SALE OR TRANSFER OF PROPERTY REQUIRES A RECORDED DEED EXCEPT FOR PUBLIC DEDICATIONS.

LEGEND

- - DRILL HOLE SET IN CONCRETE
- - 1 1/4" O.D. IRON PIPE FOUND
- ⊙ - DRILL HOLE FOUND
- ✕ - CHISELED "X" FOUND

126.00' - MEASURED BEARING/LENGTH



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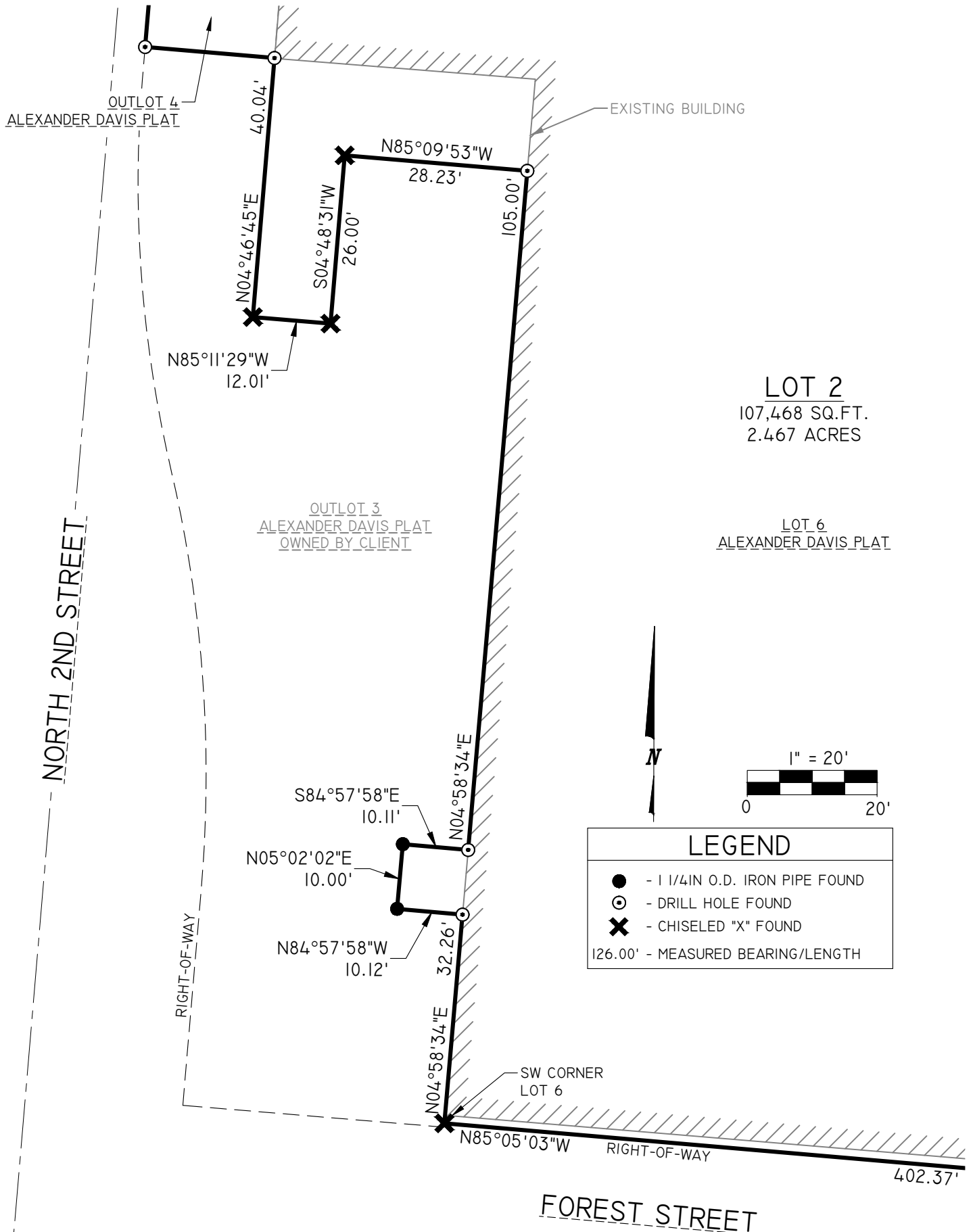
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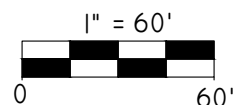
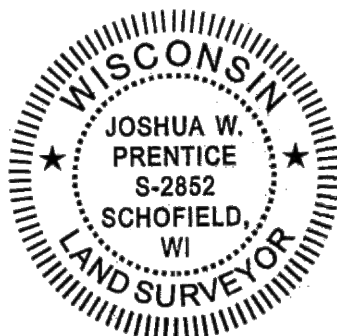
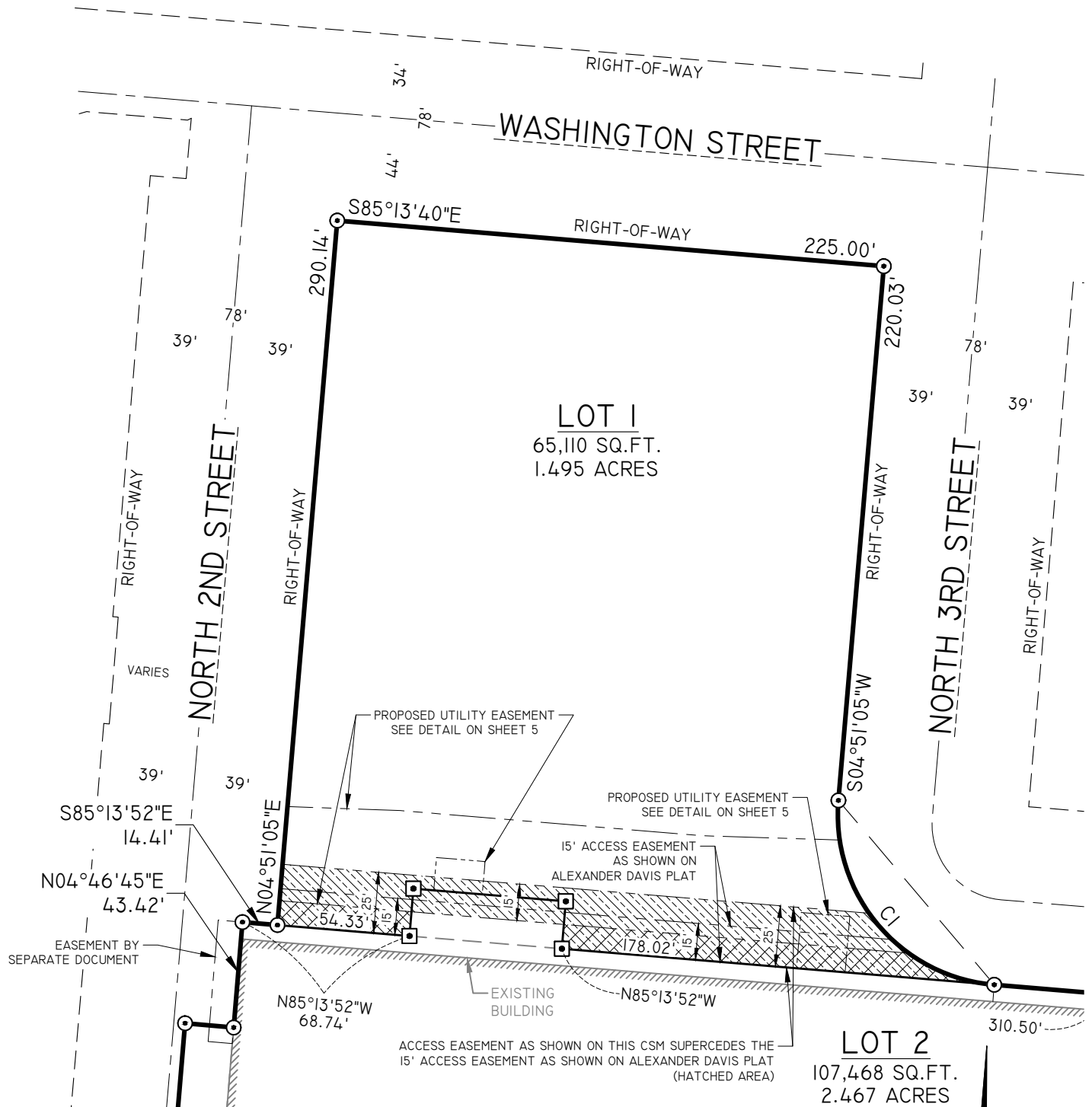
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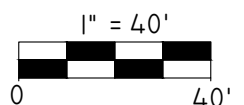
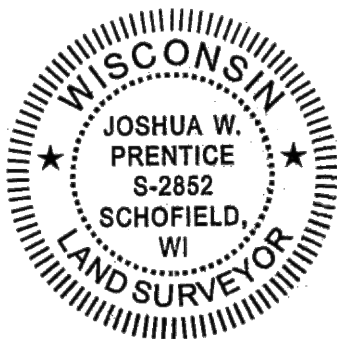
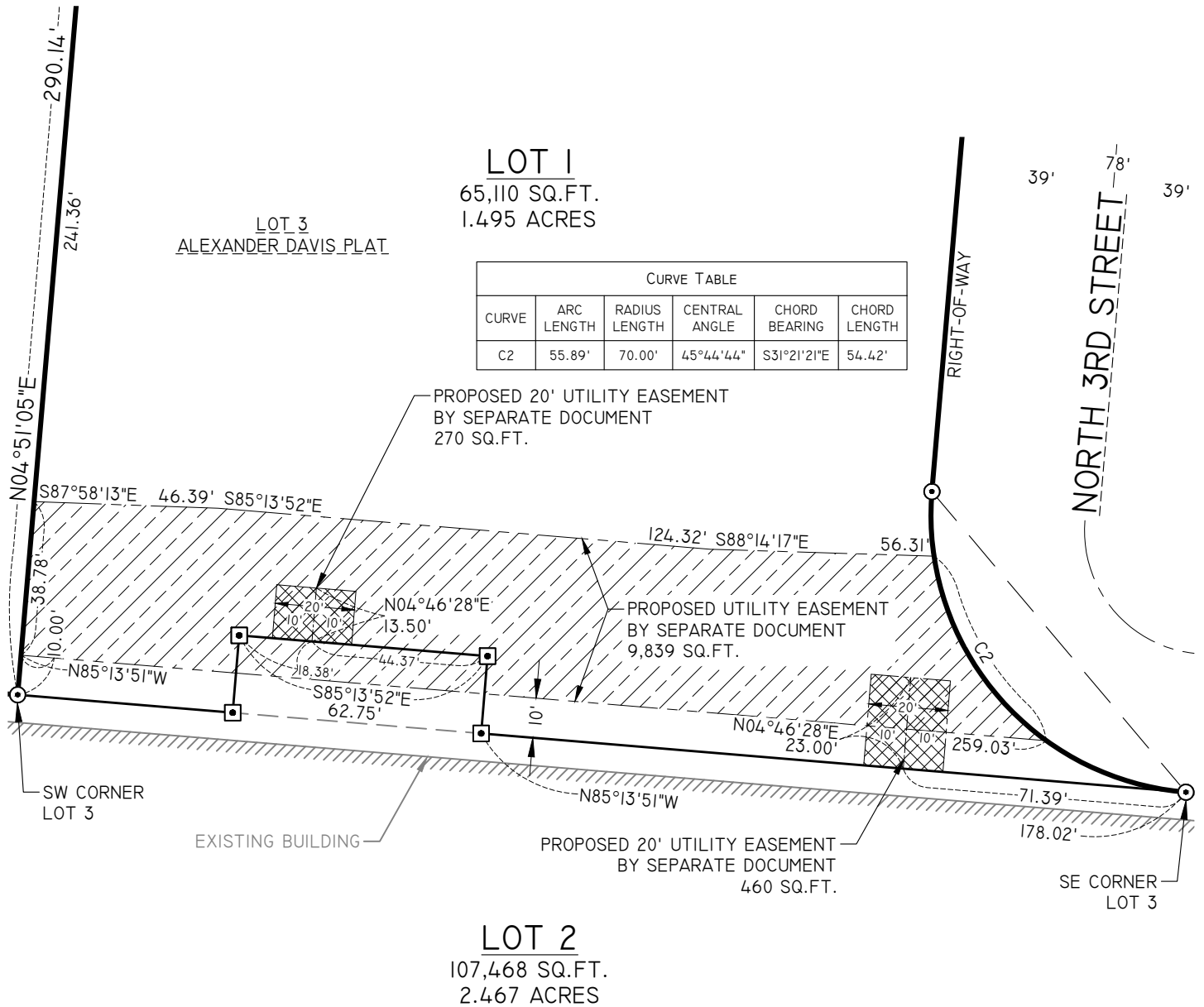
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SURVEYOR'S CERTIFICATE

I, JOSHUA W. PRENTICE, WISCONSIN PROFESSIONAL LAND SURVEYOR S-2852, DO HEREBY CERTIFY TO THE BEST OF MY
KNOWLEDGE AND BELIEF: THAT I HAVE SURVEYED, MAPPED, AND DIVIDED ALL OF LOT 3, ALL OF LOT 6, AND ALL OF OUTLOT
4 OF ALEXANDER DAVIS PLAT, RECORDED AS DOCUMENT NUMBER 1874052 IN THE MARATHON COUNTY REGISTER OF DEEDS
OFFICE; LOCATED IN GOVERNMENT LOT 1 OF SECTION 36, TOWNSHIP 29 NORTH, RANGE 7 EAST, CITY OF WAUSAU, MARATHON
COUNTY, WISCONSIN.

THAT THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 172,578 SQUARE FEET, 3.962 ACRES, MORE OR LESS.

THAT I HAVE MADE THIS SURVEY, DIVISION AND MAP THEREOF AT THE DIRECTION OF WAUSAU OPPORTUNITY ZONE INC.,
OWNER OF SAID PARCELS.

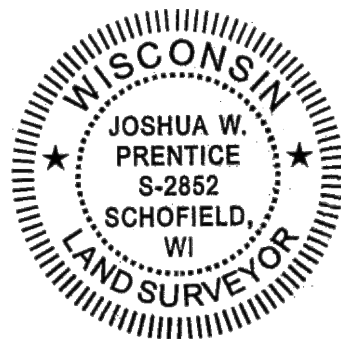
THAT SAID PARCELS ARE SUBJECT TO EASEMENTS, RESTRICTIONS, AND RIGHTS-OF-WAY OF RECORD.

THAT I HAVE FULLY COMPLIED WITH THE PROVISIONS OF SECTION 236.34 OF THE WISCONSIN STATUTES, WISCONSIN
ADMINISTRATIVE CODE A-E7, AND THE SUBDIVISION REGULATIONS OF THE CITY OF WAUSAU.

THAT THIS MAP IS A CORRECT AND ACCURATE REPRESENTATION OF THE EXTERIOR BOUNDARIES OF SAID PARCEL, AND OF
THE DIVISION THEREOF MADE.

DATED THIS _____ DAY OF _____

REI
JOSHUA W. PRENTICE
WI P.L.S. S-2852



I, _____
ZONING ADMINISTRATOR
BEING DULY APPOINTED BY THE COMMON COUNCIL, DO
HEREBY CERTIFY THAT THE ATTACHED CERTIFIED
SURVEY MAP HAS BEEN REVIEWED AND THERE ARE NO
OBJECTIONS TO RECORDING THIS CERTIFIED SURVEY IN
THE REGISTER OF DEEDS OFFICE.

DATE _____



REI

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LIMITED LIABILITY COMPANY OWNER'S CERTIFICATE

WAUSAU OPPORTUNITY ZONE, LLC, A WISCONSIN LIMITED LIABILITY COMPANY, AS OWNER, DOES HEREBY CERTIFY THAT SAID COMPANY CAUSED THE LAND DESCRIBED ON THIS CERTIFIED SURVEY MAP TO BE SURVEYED, DIVIDED, AND MAPPED, AS REPRESENTED ON THE CERTIFIED SURVEY MAP.

WAUSAU OPPORTUNITY ZONE, LLC, DOES FURTHER CERTIFY THAT THIS PLAT IS REQUIRED BY s.236.10 OR s.236.12 TO BE SUBMITTED TO THE FOLLOWING FOR APPROVAL OR OBJECTION: CITY OF WAUSAU.

IN WITNESS WHEREOF, THE SAID WAUSAU OPPORTUNITY ZONE, LLC, HAS CAUSED THESE PRESENTS

TO BE SIGNED BY _____, MEMBER AT _____,
WISCONSIN,

THIS _____ DAY OF _____, 2023

IN THE PRESENCE OF: WAUSAU OPPORTUNITY ZONE, LLC

_____, MEMBER

STATE OF WISCONSIN)

) SS

_____ COUNTY)

PERSONALLY CAME BEFORE ME THIS _____ DAY OF _____, 2023 THE ABOVE NAMED

_____, MEMBER OF THE ABOVE NAMED WAUSAU OPPORTUNITY ZONE, LLC AND TO ME KNOWN TO BE THE SAME PERSONS WHO EXECUTED THE FOREGOING LIMITED LIABILITY COMPANY OWNER'S CERTIFICATE AND TO ME KNOWN TO BE SUCH MEMBER OF SAID COMPANY, AND ACKNOWLEDGE THAT THEY EXECUTED THE FOREGOING LIMITED LIABILITY COMPANY OWNER'S CERTIFICATE AS SUCH MEMBER AS THE DEED OF SAID COMPANY, BY ITS AUTHORITY.

NOTARY PUBLIC

STATE OF WISCONSIN

MY COMMISSION EXPIRES _____



REI

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4080 N. 20TH AVENUE, WAUSAU, WI 54401
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LESSEE'S CERTIFICATE

HOM FURNITURE, INC., A CORPORATION FORMED UNDER AND BY VIRTUE OF THE LAWS OF THE STATE OF MINNESOTA, HAVING AN INTEREST IN THESE LANDS, DOES HEREBY CERTIFY THAT SAID CORPORATION CAUSED THE LAND DESCRIBED ON THIS CERTIFIED SURVEY MAP TO BE SURVEYED, DIVIDED, MAPPED, AND DEDICATED AS REPRESENTED ON THE CERTIFIED SURVEY MAP.

IN WITNESS WHEREOF, THE SAID HOM FURNITURE, INC. HAS CAUSED THESE PRESENTS TO BE SIGNED BY

_____, AT _____, _____, AND ITS CORPORATE
SEAL

HEREUNTO AFFIXED ON THIS_____, DAY OF _____, 2____. IN THE PRESENCE OF: HOM FURNITURE,
INC.

_____, _____TITLE

STATE OF _____)
SS
_____ COUNTY)

PERSONALLY CAME BEFORE ME THIS_____, DAY OF _____, 2023, THE

ABOVE NAMED _____,

OF THE ABOVE NAMED CORPORATION TO ME KNOWN TO BE THE SAME PERSONS WHO EXECUTED THE
FOREGOING INSTRUMENT AND TO ME KNOWN TO BE SUCH OFFICER OF SAID CORPORATION, AND
ACKNOWLEDGE THAT THEY EXECUTED THE FOREGOING INSTRUMENT AS SUCH OFFICER AS THE DEED OF
SAID CORPORATION, BY ITS AUTHORITY.

_____, NOTARY PUBLIC
STATE OF _____

MY COMMISSION EXPIRES_____

UTILITY EASEMENT

DOCUMENT NUMBER

THIS INDENTURE is made this _____ day of _____, _____, by and between **WAUSAU OPPORTUNITY ZONE, INC., a Wisconsin corporation ("Grantor")** and **THE CITY OF WAUSAU, WISCONSIN**, a Wisconsin municipal corporation, along with its successors and assigns (collectively, "**Grantee**") for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor, owner of land, hereby grants and warrants to, Grantee, a permanent easement (the "**Easement**") upon, within, beneath, over and across a part of Grantor's land hereinafter referred to as "**Easement Area**" more particularly described as follows:

The area described as _____ in
Certified Survey Map No. _____,
Recorded in the Marathon County Register of Deeds
Volume __ of Certified Survey Maps on Page __ as
Document _____, as shown on the
attached Exhibit "A".

Return to:

Parcel Identification Number (PIN)

- 1. Purpose: UNDERGROUND Sanitary Sewer and Municipal Water Main line and Underground Municipal Storm Sewer line** – The purpose of this easement is to construct, install, operate, maintain, repair, replace and extend underground utility facilities, conduit and cables, manholes, and markers, together with all necessary and appurtenant equipment under and above ground as deemed necessary by Grantee, all to transfer waste water in sanitary sewer lines, water in municipal water lines, and storm water in storm water lines ("**Grantee's Facilities**").
- 2. Access:** During the period of construction or installation of Grantee's Facilities within the Easement Area, the Grantor grants to Grantee a temporary construction easement (the "**Temporary Construction Easement Area**") over those portions of the Property described on the attached and incorporated Exhibit B (the "**Property**") for the purpose of transporting equipment and materials in connection with the construction or installation of improvements within the Easement Area. The Temporary Construction Easement shall expire upon the final completion of the initial construction of the Grantee's Facilities contemplated above.
- 3. Construction Requirements.** Grantee shall locate, construct, install, inspect, maintain, repair, or replace Grantee's Facilities within the Easement Area in as efficient a manner as possible so as to not interrupt or impede the existing use by Grantor and its tenants, and invitees of the Property, and in accordance with all applicable federal, state, and local statutes, rules, regulations, and specifications. Grantee acknowledges that

the Easement Area is anticipated to be operated as a sidewalk and greenspace with landscaping features which are not subject to modification by Grantee in any way without the prior written consent of Grantor.

4. **Restoration:** At completion of locating, constructing, installing, inspecting, maintaining, altering, improving, repairing, replacing, and/or removing of Grantee's Facilities (the "**Work**"), Grantee shall remove from and about the Easement Area and surrounding property all temporary structures, waste materials, rubbish, Grantee's tools, construction equipment, machinery, and surplus materials and shall replace all surfacing that was impacted by the Work with equal or better surfacing at Grantee's cost; provided, however, that if Grantee fails to clean up as required herein, Grantor may do so which cost thereof shall be reimbursed to Grantor immediately upon demand.
5. **Lien Waivers.** Grantee shall obtain lien waivers from all contractors performing any Work and shall promptly have any construction or materialmen's liens discharged if imposed upon the Easement or the Property; provided, however, that if Grantee fails to do so, Grantor may discharge any such lien which cost thereof shall be reimbursed to Grantor within ten (10) days of demand therefor.
6. **Safety.** Grantee covenants and agrees that Grantee shall be responsible for initiating, maintaining, and providing supervision of safety precautions and programs in connection with the Work. Grantee shall erect and maintain, as required by existing conditions and the Work being undertaken by Grantee, reasonable safeguards for safety and protection, including, but not limited to, posting danger signs and other warnings against hazards and notifying owners and users of adjacent property and utilities. Grantee shall also be responsible for all measures reasonably necessary to protect any property adjacent to the Easement Area and improvements therein from damage due to the Work. Any damage to such property or improvements resulting from the Work shall be promptly repaired by Grantee. In the event Grantee fails to take any action required by this Paragraph, Grantor shall have the right, but not the obligation, to perform any such action, which cost thereof shall be reimbursed to Grantor immediately upon demand.
7. **Disclaimer.** In granting the Easement, Grantor makes no representations or warranties of any kind whatsoever with regard thereto, it being understood and agreed that Grantee shall have sole and complete liability and responsibility for the Easement and its use and operation, and all aspects thereof. Grantee, by entering into this Agreement, covenants and agrees that Grantee is relying on its own investigation as to the condition of the Easement Area and the real estate upon which it is granted, for use in the manner as contemplated herein. Grantee covenants and agrees that Grantee is not relying in any manner upon any representation, warranty, or statement made by Grantor, its employees, or its agents as to the condition of this real property. GRANTOR HEREBY DISCLAIMS ANY REPRESENTATION OR WARRANTY, WHETHER EXPRESS OR IMPLIED, WITH REGARD TO THE EASEMENT AREA, OR THE EASEMENT, INCLUDING, BUT NOT LIMITED TO, THE WARRANTY OF FITNESS FOR GRANTEE'S EXPRESS PURPOSE UNDER THIS AGREEMENT. NO EMPLOYEE OR AGENT OF GRANTOR IS OR HAS BEEN AUTHORIZED BY GRANTOR TO AMEND OR OTHERWISE MODIFY THIS DISCLAIMER BY WRITTEN OR ORAL MEANS AND ANY SUCH AMENDMENT OR OTHER MODIFICATION IS HEREBY EXPRESSLY DENIED BY GRANTOR.
8. **Indemnity.** Grantee covenants and agrees to indemnify, defend, and hold Grantor harmless from and against any and all liabilities, actions, claims, judgments, damages, costs, expenses, or other amounts, including attorneys' fees, incurred as a result of any damage to property or injury or death to any person arising out of or in connection with the use or misuse of the Easement by Grantee, Grantee's negligent or

intentional acts or omissions, or from Grantee's failure to comply with any of the terms or conditions of this Easement. The obligations of Grantee set forth in this Section 8 shall survive such termination of this Easement and be ongoing.

- 9. Exercise of Rights:** It is agreed that the complete exercise of the rights herein conveyed may be gradual and not fully exercised until sometime in the future, and that none of the rights herein granted shall be lost by non-use.
- 10. Binding on Future Parties:** This grant of easement shall be binding upon and inure to the benefit of the heirs, successors and assigns of all parties hereto.
- 11. Termination.** Upon the permanent discontinuance of use of the Grantee's Facilities installed in the Easement Area, this Easement and all rights associated therewith shall terminate without further action or notice. Not less than sixty (60) days prior to the discontinuance of such use, Grantee shall notify the Grantor in writing and shall, within such 60-day period, remove all of Grantee's Facilities from the Easement Area. Such notice shall be in recordable form, executed by an authorized representative of Grantee, and ready for recording in the land title records of Marathon County, Wisconsin and shall contain a release of the Easement and any and all claims with respect to the Easement. Upon request of Grantor, Grantee shall execute and deliver any further instruments or undertakings deemed necessary by Grantor to carry out the intent of this Paragraph 11.
- 12. City Approvals.** Grantor shall not grant additional easements, licenses or similar property rights in the Easement Area to any other party for purposes of constructing, installing, operating, maintaining, repairing, replacing or extending underground transmission facilities without the prior written consent of the City of Wausau, which shall not be unreasonably withheld, conditioned, or delayed.

[REMAINDER OF PAGE LEFT BLANK]

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

WAUSAU OPPORTUNITY ZONE, INC

Corporate Name

Sign Name

Print name & title

Sign Name

Print name & title

STATE OF _____)
COUNTY OF _____)SS

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

Wausau Opportunity Zone, Inc, a Wisconsin corporation, to me known to be the Grantor(s) who executed the foregoing instrument on behalf of said Grantor(s) and acknowledged the same

Sign Name _____
Print name _____

Notary Public, State of _____
My Commission expires: _____

[REMAINDER OF PAGE LEFT BLANK]

CITY OF WAUSAU

By: _____
Print Name: _____
Title: _____

ATTEST:

By: _____
Print Name: _____
Title: _____

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
COUNTY OF _____)

Personally came before me this _____ day of _____, 20__, as the
_____ of the _____, and as the
_____ of the _____, to me known to
be the persons who executed the foregoing instrument on behalf of
_____ and acknowledged the same.

_____, Notary Public
_____ County, Wisconsin
My Commission _____

This instrument drafted by: Joseph M. Mella, Ruder Ware, LLSC, 500 N. 1st St., Suite 8000, Wausau, WI 54403

EXHIBIT A
[attach CSM]



CIVIL & ENVIRONMENTAL ENGINEERING, SURVEYING
4080 N. 20TH AVENUE, WAUSAU, WI 54401
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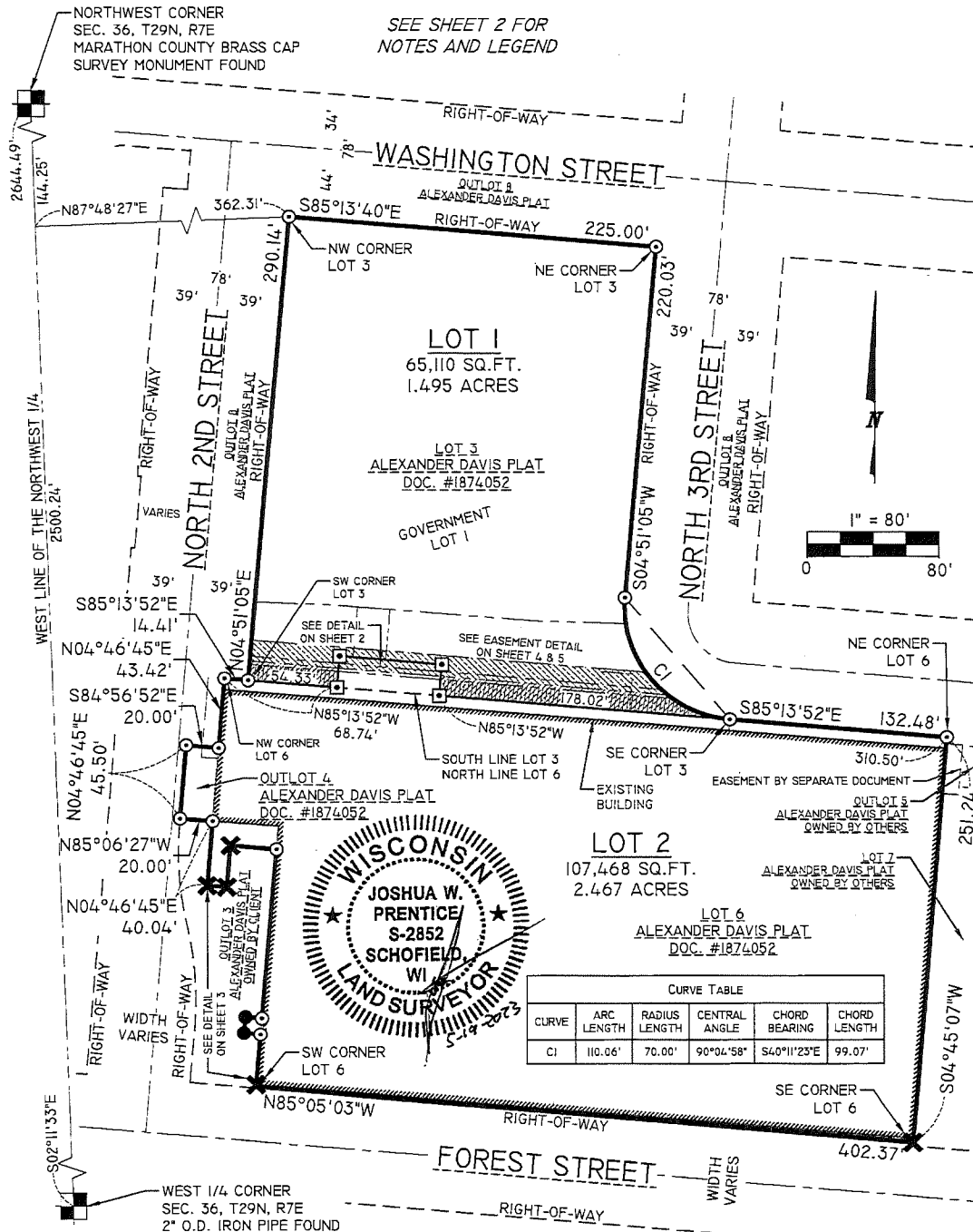
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**REI**

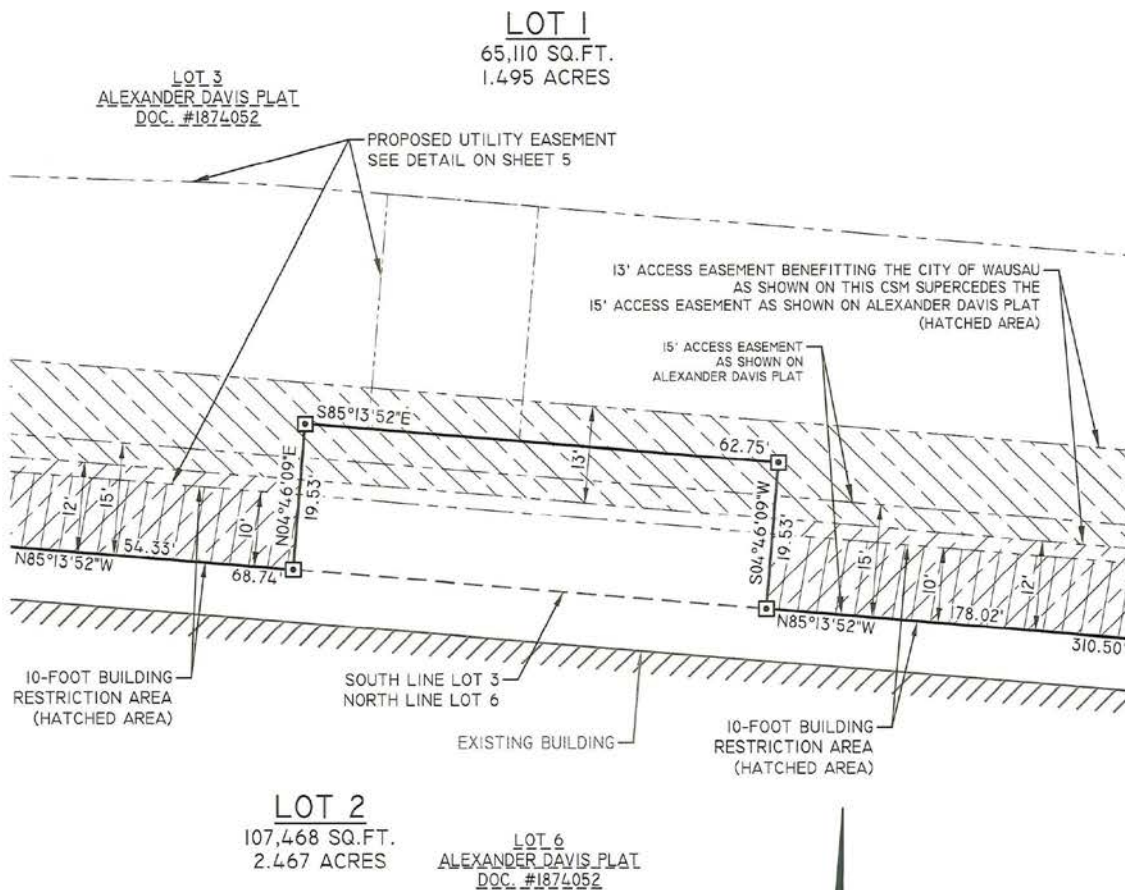
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1. FIELD SURVEY WAS COMPLETED ON 05-05-2023.
2. BEARINGS ARE BASED ON THE MARATHON COUNTY COORDINATE SYSTEM, NAD 83(2011) DATUM AND REFERENCED TO THE WEST LINE OF THE NORTHWEST 1/4 OF SECTION 36, TOWNSHIP 29 NORTH, RANGE 7 EAST, MEASURED TO BEAR SOUTH 02°11'33" EAST.
3. THIS CERTIFIED SURVEY MAP DOES NOT TRANSFER PROPERTY OWNERSHIP, AND THE SALE OR TRANSFER OF PROPERTY REQUIRES A RECORDED DEED EXCEPT FOR PUBLIC DEDICATIONS.

LEGEND	
	- DRILL HOLE SET IN CONCRETE
	- 1 1/4 IN O.D. IRON PIPE FOUND
	- DRILL HOLE FOUND
	- CHISELED "X" FOUND
126.00' - MEASURED BEARING/LENGTH	

**REI**

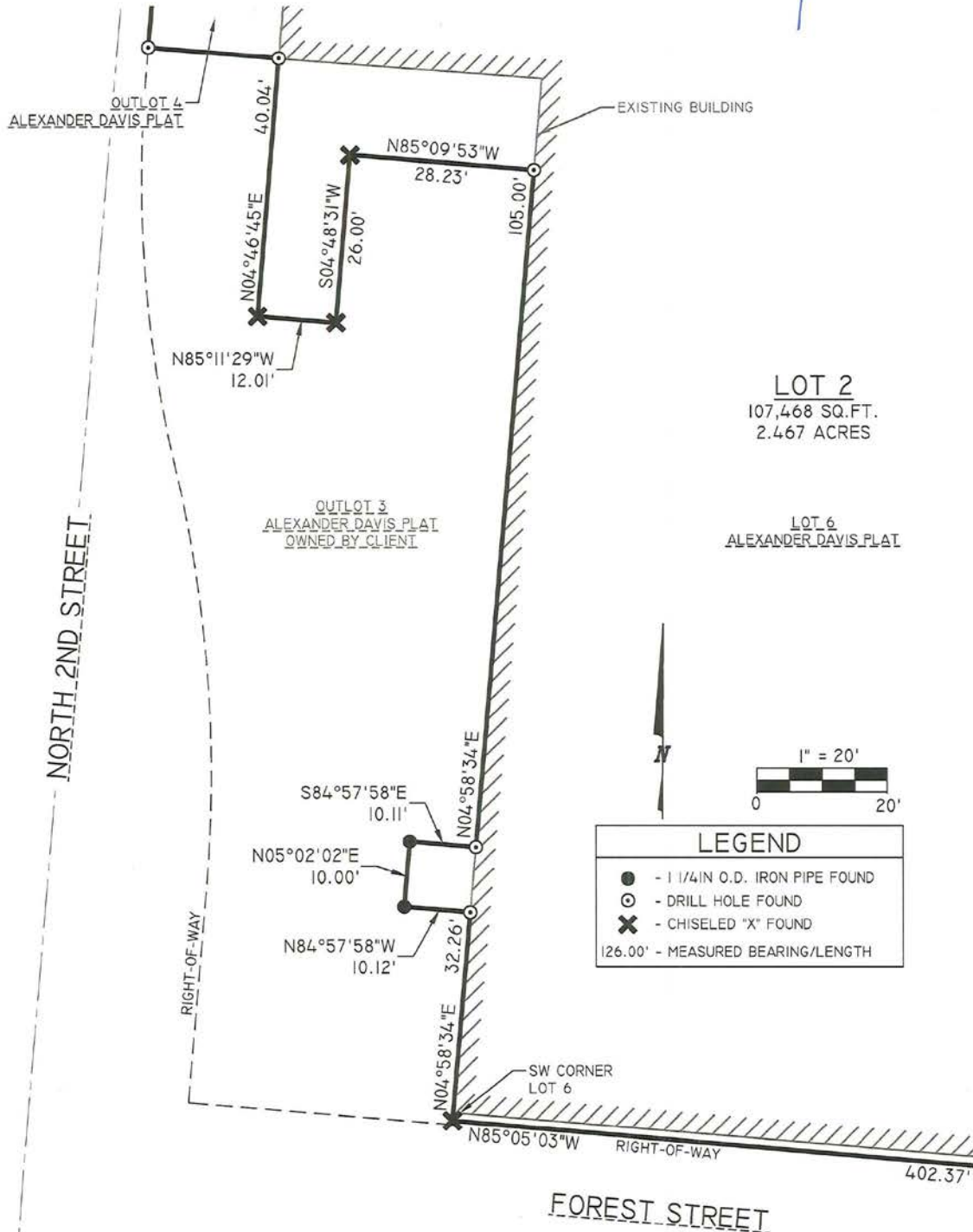
CIVIL & ENVIRONMENTAL ENGINEERING, SURVEYING
4080 N. 20TH AVENUE, WAUSAU, WI 54401
(715) 675-9784

MARATHON COUNTY CERTIFIED SURVEY MAP

MAP NO. _____

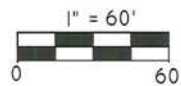
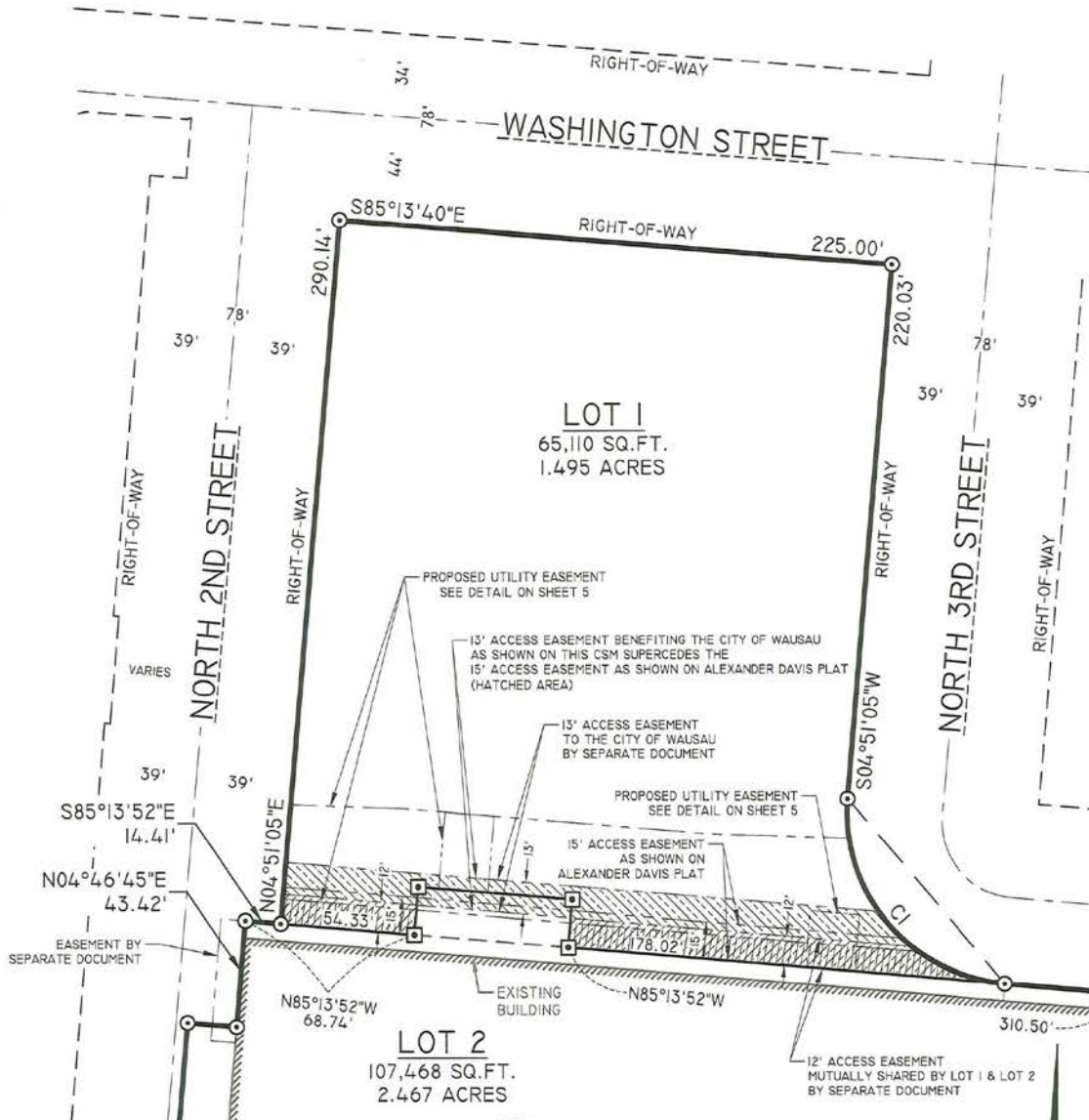
PREPARED FOR: WAUSAU OPPORTUNITY ZONE INC.LANDOWNER: WAUSAU OPPORTUNITY ZONE INC.

ALL OF LOT 3, ALL OF LOT 6, AND ALL OF OUTLOT 4 OF ALEXANDER DAVIS PLAT,
RECORDED AS DOCUMENT NUMBER 1874052 IN THE MARATHON COUNTY REGISTER
OF DEEDS OFFICE; LOCATED IN GOVERNMENT LOT 1 OF SECTION 36, TOWNSHIP 29
NORTH, RANGE 7 EAST, CITY OF WAUSAU, MARATHON COUNTY, WISCONSIN.



**REI**CIVIL & ENVIRONMENTAL ENGINEERING, SURVEYING
4080 N. 20TH AVENUE, WAUSAU, WI 54401
(715) 875-9784**MARATHON COUNTY CERTIFIED SURVEY MAP**

MAP NO. _____

PREPARED FOR: WAUSAU OPPORTUNITY ZONE INC.LANDOWNER: WAUSAU OPPORTUNITY ZONE INC.ALL OF LOT 3, ALL OF LOT 6, AND ALL OF OUTLOT 4 OF ALEXANDER DAVIS PLAT,
RECORDED AS DOCUMENT NUMBER 1874052 IN THE MARATHON COUNTY REGISTER
OF DEEDS OFFICE; LOCATED IN GOVERNMENT LOT 1 OF SECTION 36, TOWNSHIP 29
NORTH, RANGE 7 EAST, CITY OF WAUSAU, MARATHON COUNTY, WISCONSIN.

LEGEND	
	- DRILL HOLE SET IN CONCRETE
	- DRILL HOLE FOUND
126.00' - MEASURED BEARING/LENGTH	



CIVIL & ENVIRONMENTAL ENGINEERING, SURVEYING
4080 N. 20TH AVENUE, WAUSAU, WI 54401
(715) 675-9784

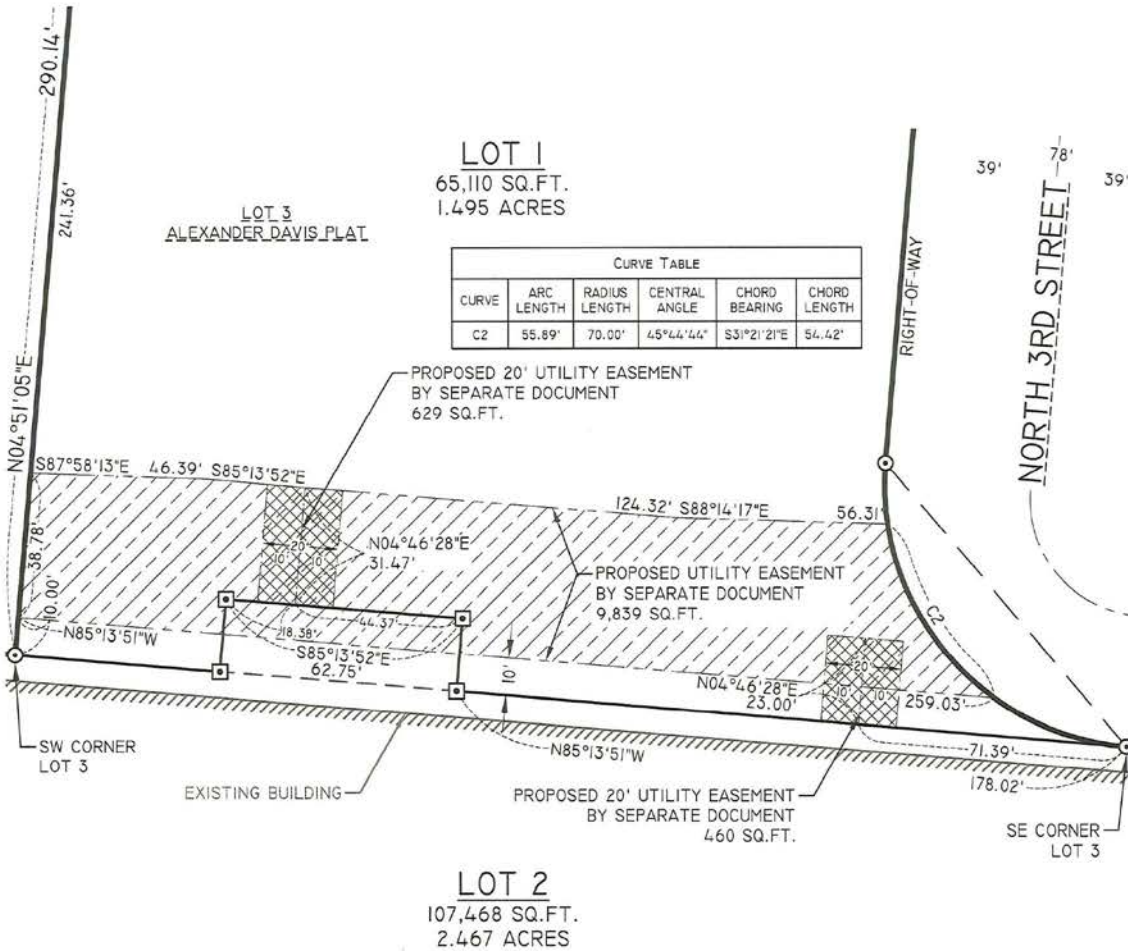
MARATHON COUNTY CERTIFIED SURVEY MAP

MAP NO. _____

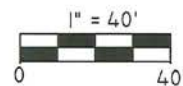
PREPARED FOR: WAUSAU OPPORTUNITY ZONE INC.

LANDOWNER: WAUSAU OPPORTUNITY ZONE INC.

ALL OF LOT 3, ALL OF LOT 6, AND ALL OF OUTLOT 4 OF ALEXANDER DAVIS PLAT,
RECORDED AS DOCUMENT NUMBER 1874052 IN THE MARATHON COUNTY REGISTER
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NORTH, RANGE 7 EAST, CITY OF WAUSAU, MARATHON COUNTY, WISCONSIN.



LOT 6
ALEXANDER DAVIS PLAT



LEGEND	
	- DRILL HOLE SET IN CONCRETE
	- DRILL HOLE FOUND
126.00' - MEASURED BEARING/LENGTH	

**REI**CIVIL & ENVIRONMENTAL ENGINEERING, SURVEYING
4080 N. 20TH AVENUE, WAUSAU, WI 54401
(715) 675-9784**MARATHON COUNTY CERTIFIED SURVEY MAP**

MAP NO. _____

PREPARED FOR: WAUSAU OPPORTUNITY ZONE INC.LANDOWNER: WAUSAU OPPORTUNITY ZONE INC.ALL OF LOT 3, ALL OF LOT 6, AND ALL OF OUTLOT 4 OF ALEXANDER DAVIS PLAT,
RECORDED AS DOCUMENT NUMBER 1874052 IN THE MARATHON COUNTY REGISTER
OF DEEDS OFFICE; LOCATED IN GOVERNMENT LOT 1 OF SECTION 36, TOWNSHIP 29
NORTH, RANGE 7 EAST, CITY OF WAUSAU, MARATHON COUNTY, WISCONSIN.SURVEYOR'S CERTIFICATEI, JOSHUA W. PRENTICE, WISCONSIN PROFESSIONAL LAND SURVEYOR S-2852, DO HEREBY CERTIFY TO THE BEST OF MY
KNOWLEDGE AND BELIEF: THAT I HAVE SURVEYED, MAPPED, AND DIVIDED ALL OF LOT 3, ALL OF LOT 6, AND ALL OF OUTLOT
4 OF ALEXANDER DAVIS PLAT, RECORDED AS DOCUMENT NUMBER 1874052 IN THE MARATHON COUNTY REGISTER OF DEEDS
OFFICE; LOCATED IN GOVERNMENT LOT 1 OF SECTION 36, TOWNSHIP 29 NORTH, RANGE 7 EAST, CITY OF WAUSAU, MARATHON
COUNTY, WISCONSIN.

THAT THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 172,578 SQUARE FEET, 3.962 ACRES, MORE OR LESS.

THAT I HAVE MADE THIS SURVEY, DIVISION AND MAP THEREOF AT THE DIRECTION OF WAUSAU OPPORTUNITY ZONE INC.,
OWNER OF SAID PARCELS.

THAT SAID PARCELS ARE SUBJECT TO EASEMENTS, RESTRICTIONS, AND RIGHTS-OF-WAY OF RECORD.

THAT I HAVE FULLY COMPLIED WITH THE PROVISIONS OF SECTION 236.34 OF THE WISCONSIN STATUTES, WISCONSIN
ADMINISTRATIVE CODE A-E7, AND THE SUBDIVISION REGULATIONS OF THE CITY OF WAUSAU.THAT THIS MAP IS A CORRECT AND ACCURATE REPRESENTATION OF THE EXTERIOR BOUNDARIES OF SAID PARCEL, AND OF
THE DIVISION THEREOF MADE.DATED THIS 19TH DAY OF MAY 2023REI
JOSHUA W. PRENTICE
WI P.L.S. S-2852I, [Signature]
ZONING ADMINISTRATOR
BEING DULY APPOINTED BY THE COMMON COUNCIL, DO
HEREBY CERTIFY THAT THE ATTACHED CERTIFIED
SURVEY MAP HAS BEEN REVIEWED AND THERE ARE NO
OBJECTIONS TO RECORDING THIS CERTIFIED SURVEY IN
THE REGISTER OF DEEDS OFFICE.DATE JUNE 8, 2023

**REI**CIVIL & ENVIRONMENTAL ENGINEERING, SURVEYING
4080 N. 20TH AVENUE, WAUSAU, WI 54401
(715) 675-9784**MARATHON COUNTY CERTIFIED SURVEY MAP**

MAP NO. _____

PREPARED FOR: WAUSAU OPPORTUNITY ZONE INC.LANDOWNER: WAUSAU OPPORTUNITY ZONE INC.ALL OF LOT 3, ALL OF LOT 6, AND ALL OF OUTLOT 4 OF ALEXANDER DAVIS PLAT,
RECORDED AS DOCUMENT NUMBER 1874052 IN THE MARATHON COUNTY REGISTER
OF DEEDS OFFICE; LOCATED IN GOVERNMENT LOT 1 OF SECTION 36, TOWNSHIP 29
NORTH, RANGE 7 EAST, CITY OF WAUSAU, MARATHON COUNTY, WISCONSIN.**LIMITED LIABILITY COMPANY OWNER'S CERTIFICATE**WAUSAU OPPORTUNITY ZONE, LLC, A WISCONSIN LIMITED LIABILITY COMPANY, AS OWNER, DOES HEREBY
CERTIFY THAT SAID COMPANY CAUSED THE LAND DESCRIBED ON THIS CERTIFIED SURVEY MAP TO BE
SURVEYED, DIVIDED, AND MAPPED, AS REPRESENTED ON THE CERTIFIED SURVEY MAP.WAUSAU OPPORTUNITY ZONE, LLC, DOES FURTHER CERTIFY THAT THIS PLAT IS REQUIRED BY S.236.10
OR S.236.12 TO BE SUBMITTED TO THE FOLLOWING FOR APPROVAL OR OBJECTION: CITY OF WAUSAU.

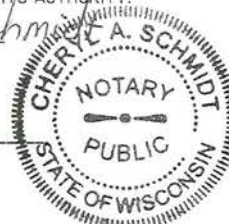
IN WITNESS WHEREOF, THE SAID WAUSAU OPPORTUNITY ZONE, LLC, HAS CAUSED THESE PRESENTS

TO BE SIGNED BY David Eckmann, MEMBER AT Wausau Opportunity Zone, Inc.
WISCONSIN,THIS 26th DAY OF May, 2023

IN THE PRESENCE OF: WAUSAU OPPORTUNITY ZONE, LLC

David EckmannDavid Eckmann, MEMBER

STATE OF WISCONSIN)

Marathon) SS
COUNTY)PERSONALLY CAME BEFORE ME THIS 26th DAY OF May, 2023 THE ABOVE NAMEDDavid Eckmann, MEMBER OF THE ABOVE NAMED WAUSAU OPPORTUNITY ZONE,
LLC AND TO ME KNOWN TO BE THE SAME PERSONS WHO EXECUTED THE FOREGOING LIMITED LIABILITY
COMPANY OWNER'S CERTIFICATE AND TO ME KNOWN TO BE SUCH MEMBER OF SAID COMPANY, AND
ACKNOWLEDGE THAT THEY EXECUTED THE FOREGOING LIMITED LIABILITY COMPANY OWNER'S
CERTIFICATE AS SUCH MEMBER AS THE DEED OF SAID COMPANY, BY ITS AUTHORITY.Cheryl A. Schmidt Cheryl A. Schmidt
NOTARY PUBLIC STATE OF WISCONSINMY COMMISSION EXPIRES 02/13/2024

**REI**CIVIL & ENVIRONMENTAL ENGINEERING, SURVEYING
4080 N. 20TH AVENUE, WAUSAU, WI 54401
(715) 675-9784**MARATHON COUNTY CERTIFIED SURVEY MAP**

MAP NO. _____

PREPARED FOR: WAUSAU OPPORTUNITY ZONE INC.LANDOWNER: WAUSAU OPPORTUNITY ZONE INC.ALL OF LOT 3, ALL OF LOT 6, AND ALL OF OUTLOT 4 OF ALEXANDER DAVIS PLAT,
RECORDED AS DOCUMENT NUMBER 1874052 IN THE MARATHON COUNTY REGISTER
OF DEEDS OFFICE: LOCATED IN GOVERNMENT LOT 1 OF SECTION 36, TOWNSHIP 29
NORTH, RANGE 7 EAST, CITY OF WAUSAU, MARATHON COUNTY, WISCONSIN.**LESSEE'S CERTIFICATE**KKMBA WAUSAU, LLC, A MINNESOTA LIMITED LIABILITY COMPANY, HAVING AN INTEREST IN THESE LANDS, DOES
HEREBY CERTIFY THAT SAID COMPANY CAUSED THE LAND DESCRIBED ON THIS CERTIFIED SURVEY MAP TO BE
SURVEYED, DIVIDED, AND MAPPED, AS REPRESENTED ON THE CERTIFIED SURVEY MAP.KKMBA WAUSAU, LLC, DOES FURTHER CERTIFY THAT THIS PLAT IS REQUIRED BY s.236.10 OR s.236.12 TO BE
SUBMITTED TO THE FOLLOWING FOR APPROVAL OR OBJECTION: CITY OF WAUSAU.

IN WITNESS WHEREOF, THE SAID KKMBA WAUSAU, LLC, HAS CAUSED THESE PRESENTS

TO BE SIGNED BY ROD JOHANSEN, MEMBER AT KKMBA WAUSAU, LLC, WISCONSIN,THIS 23RD DAY OF MAY, 2023

IN THE PRESENCE OF: KKMBA WAUSAU, LLC

[Signature]

_____, MEMBER

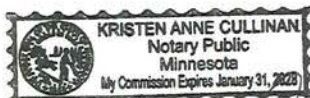
Minnesota
STATE OF WISCONSIN) SS
Anoka COUNTY)PERSONALLY CAME BEFORE ME THIS 23RD DAY OF May, 2023 THE ABOVE NAMEDROD JOHANSEN, MEMBER OF THE ABOVE NAMED KKMBA WAUSAU, LLC AND TO ME
KNOWN TO BE THE SAME PERSONS WHO EXECUTED THE FOREGOING LIMITED LIABILITY COMPANY LESSEE'S
CERTIFICATE AND TO ME KNOWN TO BE SUCH MEMBER OF SAID COMPANY, AND ACKNOWLEDGE THAT THEY
EXECUTED THE FOREGOING LESSEE'S CERTIFICATE AS SUCH MEMBER AS THE DEED OF SAID COMPANY, BY ITS
AUTHORITY.Kristen A. Cullinan
NOTARY PUBLIC STATE OF WISCONSIN MinnesotaMY COMMISSION EXPIRES 1-31-28

EXHIBIT B

The Southernmost 60 feet of Lot 1 of Certified Survey Map No. _____, Recorded in the Marathon County Register of Deeds Volume ____ of Certified Survey Maps on Page ____ as Document _____,

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

RESOLUTION OF THE CAPITAL IMPROVEMENTS & STREET MAINTENANCE COMMITTEE

Approving Agreement for the Management and Maintenance of a Stormwater Facility (Aedifix Builds, Inc. – 101 Short Street, 1214 North 3rd Street, and 1201 North 2nd Street)

Committee Action: Approved 5-0

Fiscal Impact: None

File Number: 23-0629

Date Introduced: June 13, 2023

FISCAL IMPACT SUMMARY

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

RESOLUTION

WHEREAS, your Capital Improvements and Street Maintenance Committee met on June 8, 2023 to review the agreement and recommends approval of an Agreement for the Management and Maintenance of a Stormwater Facility for Aedifix Builds, Inc., for stormwater facilities on their property at 101 Short Street, 1214 North 3rd Street, and 1201 North 2nd Street; now therefore

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

Approved:

Katie Rosenberg, Mayor

CAPITAL IMPROVEMENTS AND STREET MAINTENANCE COMMITTEE

Date of Meeting: June 8, 2023, at 5:15 p.m. in the Council Chambers of City Hall.

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

Also Present: Eric Lindman, Allen Wesolowski, Jill Kurtzhals, Tara Alfonso, Lori Wunsch

CONSENT AGENDA

- A. Approve minutes of the May 11, 2023 meeting**
 - B. Action on watermain easement to City of Wausau from Marathon County in Marathon Park**
 - C. Action on a preliminary resolution to set a public hearing to vacate an area of right-of-way abutting 503 South 22nd Avenue, a portion of 2111 Stewart Avenue, and a portion of 2205 Stewart Avenue**
 - D. Action on a preliminary resolution to set a public hearing to vacate a portion of the alley north of Wegner Street abutting 503 South 22nd Avenue and a portion of 514 South 21st Avenue**
 - E. Action on a preliminary resolution to set a public hearing to vacate an area of right-of-way abutting 505 South 21st Avenue, a portion of 509 South 21st Avenue, a portion of 514 South 21st Avenue, and a portion of 2111 Stewart Avenue**
 - F. Action on Stormwater Maintenance Agreement with Aedifix at 101 Short Street, 1214 North 3rd Street and 1201 North 2nd Street**
-

Diny moved to approve the consent agenda items. Henke seconded and the motion passed 5-0.

Agenda Item No.

1F

STAFF REPORT TO CISM COMMITTEE – June 8, 2023

AGENDA ITEM

Action on Stormwater Maintenance Agreement with Aedifix at 101 Short Street, 1214 North 3rd Street and 1201 North 2nd Street

BACKGROUND

The River East Phase III project consists of redeveloping existing houses and driveways into a six-unit condo complex. The condo complex will consist of 6-units, each with a driveway and garage access. Runoff from the site improvements will be captured in a series of stormwater catch basins and discharge into a bioretention pond to meet city stormwater requirements for treatment and rate control.

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

FISCAL IMPACT

None

STAFF RECOMMENDATION

Staff recommends approval of the stormwater maintenance agreement.

Staff contact: TJ Niksich 715-261-6748

AGREEMENT FOR THE MANAGEMENT AND MAINTENANCE OF A STORMWATER FACILITY

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

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

WITNESSETH:

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

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

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

NOW, THEREFORE, the parties hereto agree as follows:

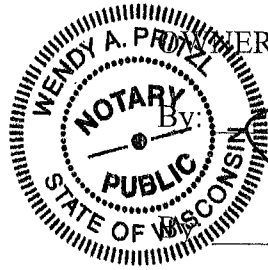
1. That attached hereto, and incorporated herein by reference, is "Exhibit A," a map upon which there is located certain improvements and storm water facilities, which are the subject of this agreement.
2. OWNER specifically agrees to maintain the storm water facilities in accordance with the schedules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

Recording Area

Name and Return Address
City of Wausau Engineering Dept.
407 Grant Street
Wausau, WI 54403

PIN: 29129072520603, 29129072530985
29129072520604

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



CITY OF WAUSAU:

By: _____
Katie Rosenberg, Mayor

By: _____
Kaitlyn Bernarde, Clerk

STATE OF WISCONSIN)
COUNTY OF Portage) ss.
~~MARATHON~~

Personally came before me this 19 day of may, 2023 the above-named Jason Blenker
and _____ of _____, to me known to be
the person(s) who executed the foregoing instrument and acknowledged the same.

Wendy A. Prosz
Notary Public, Wisconsin
My commission: 10-15-2023

STATE OF WISCONSIN)
COUNTY OF MARATHON) ss.

Personally came before me this _____ day of _____, 20____, the above-named Katie Rosenberg, Mayor,
and Leslie Kremer, Clerk of the City of Wausau, to me known to be the persons who executed the foregoing instrument
and acknowledged the same.

Notary Public, Wisconsin
My commission: _____

EXHIBIT B

STORM WATER FACILITIES MAINTENANCE SCHEDULE AND PROCEDURES

FOR

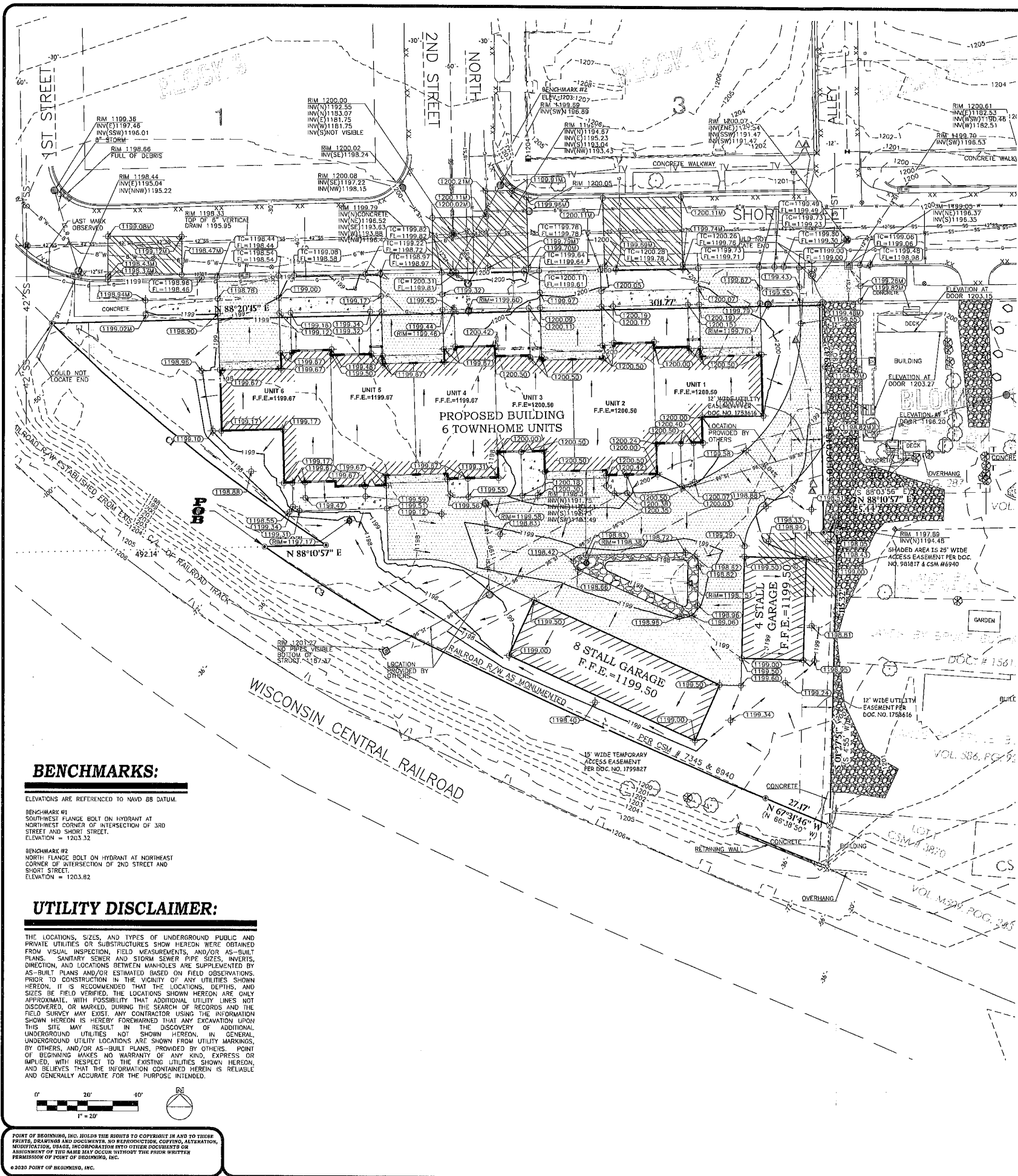
WAUSAU RIVER EAST
REDEVELOPMENT PROJECT
101 SHORT STREET
WAUSAU, WI 54403

BEING ALL OF LOT 1 OF BLOCK 8, ALL OF LOT 1 AND PART OF LOT 24 OF BLOCK 10 OF A. WARREN JR'S SECOND ADDITION, A PART OF THE VACATED ALLEY BETWEEN SAID LOTS 1 AND 24 OF BLOCK 10, ALL OF LOT 1 OF CERTIFIED SURVEY MAP NO. 4445, ALL OF LOT 1 OF CERTIFIED SURVEY MAP NO. 7345, ALL OF LOT 1 OF CERTIFIED SURVEY MAP NO. 6940 AND THAT PORTION OF VACATED NORTH 2ND STREET LYING SOUTH OF SHORT STREET, LOCATED IN PART OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 AND IN PART OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 25, TOWNSHIP 29 NORTH, RANGE 7 EAST, CITY OF WAUSAU, MARATHON COUNTY, WISCONSIN.

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

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

1. DEBRIS: Removal of trash, debris, and noxious weeds should be done on a regular basis to maintain aesthetics and functionality of the stormwater facilities on the site.
2. STORM SEWER PIPES AND STRUCTURES: Remove accumulated sediment and/or debris from the storm sewer structures, piping, sumps, curb gutters, inlets and outfalls on the site.
3. RIPRAP: Inspect riprap and repair/replace as needed to protect from erosion and maintain function of riprap.
4. MOWING: Mow pond side slopes, swales, and embankments to promote aesthetics and control weed growth and establishment of woody vegetation. Do not allow brush to accumulate or woody vegetation to grow within swales or ponds.
5. SWALES: Maintain free-drainage within the drainage swales on the site. This will likely be accomplished with mowing and debris removal. Repair and ruts, depressions or erosion occurring in the swales.
6. SEDIMENTATION: Remove accumulated sediment from the swales and/or ponds once the sediment interferes with functionality.
7. BIORETENTION PLANTING TREATMENTS: Replacement of dead plant life with new plant plugs of a mesic or wet prairie type designation per the WDNR approved plant list should be done as necessary to help maintain infiltration rates as the roots will assist with this. Replace or restore hardwood mulch within the bottom of the pond following rainfall events. The mulch will only be required during the first two growing seasons until the plantings are established.
8. BIORETENTION ENGINEERED SOIL MIX: Following rainfall events, verify the ability for the bioretention facilities to drain. If standing surface water is regularly present within the facility following 48 hours of dry weather, the engineered soil mix may need to be loosened or replaced to restore the infiltration rate. Plantings may be salvaged and replanted if work is done during spring or fall.
9. SIDE SLOPES AND EMBANKMENTS: Inspect embankments and side slopes on the site for settlement and sloughing. Repair as required.
10. SNOW PLOWING: Do not stockpile additional snow within the bioretention ponds or swales as this will cause premature failure of the device due to compaction and added sediment.



BENCHMARKS:

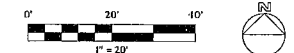
ELEVATIONS ARE REFERENCED TO NAD 83 DATUM.

BENCHMARK #1:
SOUTHWEST FLANGE BOLT ON HYDRANT AT
NORTHWEST CORNER OF INTERSECTION OF 3RD
STREET AND SHORT STREET.
ELEVATION = 1203.32

BENCHMARK #2:
NORTH FLANGE BOLT ON HYDRANT AT NORTHEAST
CORNER OF INTERSECTION OF 2ND STREET AND
SHORT STREET.
ELEVATION = 1203.82

UTILITY DISCLAIMER:

THE LOCATIONS, SIZES, AND TYPES OF UNDERGROUND PUBLIC AND PRIVATE UTILITIES OR SUBSTRUCTURES SHOWN HEREON WERE OBTAINED FROM VISUAL INSPECTION, FIELD MEASUREMENTS, AND/OR AS-BUILT PLANS. SANITARY, SEWER, AND STORM SEWER PIPE SIZES, INVERTS, DIRECTION, AND LOCATIONS BETWEEN MANHOLES ARE SUPPLEMENTED BY AS-BUILT PLANS AND/OR ESTIMATED BASED ON FIELD OBSERVATIONS. PRIOR TO CONSTRUCTION IN THE VICINITY OF ANY UTILITIES SHOWN HEREON, IT IS RECOMMENDED THAT THE LOCATIONS, DEPTHS, AND SIZES BE FIELD VERIFIED. THE LOCATIONS SHOWN HEREON ARE ONLY APPROXIMATE, WITH POSSIBILITY THAT ADDITIONAL UTILITY LINES NOT DISCOVERED, OR MARKED, DURING THE SEARCH OF RECORDS AND THE FIELD SURVEY MAY EXIST. ANY CONTRACTOR USING THE INFORMATION SHOWN HEREON IS HEREBY FOREWARNED THAT ANY EXCAVATION UPON THIS SITE MAY RESULT IN THE DISCOVERY OF ADDITIONAL UNDERGROUND UTILITIES NOT SHOWN HEREON. IN GENERAL, UNDERGROUND UTILITY LOCATIONS ARE SHOWN FROM UTILITY MARKINGS, BY OTHERS, AND/OR AS-BUILT PLANS, PROVIDED BY OTHERS. POINT OF BEGINNING MAKES NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE EXISTING UTILITIES SHOWN HEREON, AND BELIEVES THAT THE INFORMATION CONTAINED HEREIN IS RELIABLE AND GENERALLY ACCURATE FOR THE PURPOSE INTENDED.



POINT OF BEGINNING, INC. HOLDS THE RIGHTS TO COPYRIGHT IN AND TO THESE PRINTS, DRAWINGS AND DOCUMENTS. NO REPRODUCTION, COPYING, ALTERATION, MODIFICATION, OR DISTRIBUTION OF THESE PRINTS, DRAWINGS OR DOCUMENTS OR ASSIGNMENT OF THIS NAME MAY OCCUR WITHOUT THE PRIOR WRITTEN PERMISSION OF POINT OF BEGINNING, INC.

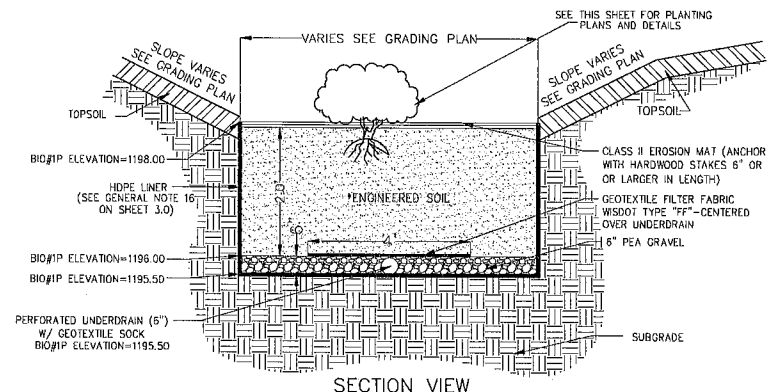
© 2020 POINT OF BEGINNING, INC.

GENERAL NOTES:

1. CONTACT DIGGER'S HOTLINE 5 WORKING DAYS PRIOR TO THE START OF DEMOLITION/CONSTRUCTION.
2. GRADE, LINE, AND LEVEL SHALL BE REVIEWED IN THE FIELD BY THE CONSTRUCTION MANAGER.
3. INSTALL AND MAINTAIN ALL REQUIRED EROSION CONTROL MEASURES IN ACCORDANCE WITH LOCAL MUNICIPAL AND DEPARTMENT OF NATURAL RESOURCES REGULATIONS.
4. 6" OF TOPSOIL SHALL BE PROVIDED IN ALL GENERAL LAWN AREAS AND 12" SHALL BE PROVIDED IN ALL PLANTING BED AREAS.
5. SEE SHEET C4.0 FOR ALL REQUIRED EROSION CONTROL ELEMENTS.
6. ANY EXISTING UTILITIES NOT SHOWN ON THIS DOCUMENT WHICH NEED TO BE REMOVED, RELOCATED, AND/OR ADJUSTED SHALL BE THE RESPONSIBILITY OF THE SITE GRADING CONTRACTOR AND INCLUDED IN THE BASE BID CONTRACT.
7. COORDINATE ALL EARTHWORK ACTIVITIES WITH THE RESPECTIVE TRADES RESPONSIBLE FOR THE INSTALLATION OF GAS, CABLE, TELEPHONE AND ELECTRICAL (INCLUDING MAIN SERVICE, SITE LIGHTING, CONDUITS AND SIGNAGE).
8. INSTALL WISDOT TYPE HR FILTER FABRIC BENEATH UNDER RIP RAP.
9. EXCESS TOPSOIL SHALL BE REMOVED FROM SITE, UNLESS OTHERWISE DIRECTED BY THE OWNER. COORDINATE WITH OWNER FOR LOCATION OF STOCKPILE IF THE OWNER CHOOSES TO SALVAGE EXCESS TOPSOIL FOR FUTURE USE. SILT FENCE SHALL BE PLACED AROUND STOCKPILE.
10. THE ENGINEERED SOIL SHALL NOT BE PLACED IN THE BIOTENTION AREAS UNTIL THE SURROUNDING DRAINAGE AREA HAS BEEN FULLY STABILIZED. ALL CONSTRUCTION SITE SEDIMENT SHALL BE REMOVED FROM THE SUBGRADE OF THE BIOTENTION AREA PRIOR TO PLACEMENT OF THE ENGINEERED SOIL.
11. ALL TESTING AND INSPECTION SHALL BE DONE IN ACCORDANCE WITH SPS 382.21.
12. THE LOCAL MUNICIPALITY SHALL BE CONTACTED PRIOR TO ANY EXCAVATION IN THE PUBLIC RIGHT-OF-WAY.
13. THE CONTRACTOR SHALL HAVE HIS TRAFFIC CONTROL PLAN APPROVED PRIOR TO WORK COMMENCING.
14. THE LOCAL MUNICIPALITY SHALL OPERATE ALL EXISTING WATER VALVES IF NEEDED.
15. GRADES AT BUILDING EDGE SHALL BE 6" BELOW FINISHED FLOOR ELEVATION EXCEPT AT DOOR WAY ENTRANCES OR UNLESS OTHERWISE NOTED.
16. A TYPE B HOPE LINER, IN APPENDIX D OF THE WDNR TECHNICAL STANDARD 1001, SHALL BE INSTALLED WITH A MINIMUM THICKNESS OF 40 MIL, ACCORDING TO THE CRITERIA IN TABLE 3 OF THE NRCS 313, WASTE STORAGE FACILITY TECHNICAL STANDARD, AND ACCORDING TO NRCS WISCONSIN CONSTRUCTION SPECIFICATION 202, POLYETHYLENE GEOMEMBRANE LINING. THE CONTRACTOR MAY USE OTHER LINER METHODS, IF APPROVED BY THE CIVIL ENGINEER.

GRADING LEGEND:

EXISTING CONTOUR	712
PROPOSED CONTOUR	712
PROPOSED SPOT ELEVATION	892.28
PROPOSED RIM ELEVATION	893.58
PROPOSED TOP OF CURB ELEVATION	893.58
PROPOSED FLOW LINE ELEVATION	893.58
PROPOSED MATCH ELEVATION (CONTRACTOR TO VERIFY)	892.05M
PROPOSED STORM SEWER MANHOLE	CS.0
PROPOSED STORM SEWER CLEANOUT	CS.0
PROPOSED STORM SEWER INLET	CS.0
PROPOSED BIO-INFILTRATION BASIN	CS.0
PROPOSED WISDOT MEDIUM RIP RAP W/TYPE HR FILTER FABRIC PLACED BENEATH	CS.0
PROPOSED SANITARY SEWER MANHOLE	CS.0



- NOTES:**
1. DO NOT ADD ENGINEERED MEDIA UNTIL SITE PAVING HAS OCCURRED AND TURF AREAS HAVE BEEN ESTABLISHED WITH VEGETATION.
 2. ENGINEERED MEDIA SHALL BE INSTALLED WITH NO MECHANICAL COMPACTION (INCLUDING EQUIPMENT TRACKING).
 3. ENGINEERED MEDIA SHALL BE INSTALLED IN 6" LIFTS AND SPRINKLER WATERED (TO SIMULATE RAINFALL) AT EACH LIFT TO ACHIEVE SETTLEMENT.
 4. ALTERNATIVELY, ENGINEERED MEDIA MAY BE PLACED IN 4" HIGH LIFTS WITHOUT WATERING AND FINISHED GRADE PLACED 3" ABOVE THE PLAN ELEVATION TO ACCOUNT FOR EXPECTED SETTLEMENT DURING INITIAL RAINFALLS.
 - 4.A. A TYPE A HOPE LINER, IN APPENDIX D OF THE WDNR TECHNICAL STANDARD 1001, SHALL BE INSTALLED AS FOLLOWS:
 - 4.A.1. MINIMUM THICKNESS SHALL BE 60 MILS.
 - 4.A.2. DESIGN ACCORDING TO THE CRITERIA IN TABLE 3 OF THE NRCS 313, WASTE STORAGE FACILITY TECHNICAL STANDARD.
 - 4.A.3. INSTALL ACCORDING TO NRCS WISCONSIN CONSTRUCTION SPECIFICATION 202, POLYETHYLENE GEOMEMBRANE LINING.
 5. THE CONTRACTOR MAY USE OTHER LINER METHODS, IF APPROVED BY THE CIVIL ENGINEER.
 6. ENGINEERED MEDIA COMPOSITION-THE SOIL SHALL BE ENGINEERED TO THE FOLLOWING SPECIFICATIONS:
 - 6.A. THE PLANTING MIXTURE SHALL CONSIST OF A MIXTURE OF 70 TO 85% SAND AND 15 TO 30% COMPOST BY VOLUME. SPECIAL ATTENTION SHOULD BE GIVEN TO PLANT SELECTION WHEN THE PERCENTAGE OF SAND EXCEEDS 75%.
 - 6.B. NOTE: THIS MIXTURE MEETS THE EQUIVALENT LEVEL OF PROTECTION AS DETERMINED BY DNR.
 - 6.C. THE SAND SHALL MEET ONE OF THE FOLLOWING GRADATION REQUIREMENTS:
 - USDA COARSE SAND (.02 - .04 INCHES)
 - ASTM C33 (FINE AGGREGATE CONCRETE SAND)
 - MECHANICAL STANDARDS AND SPECIFICATIONS FOR HIGHWAY AND STRUCTURE CONSTRUCTION, SECTION 501.2.5.3.4, (FINE AGGREGATE CONCRETE SAND) 2005 EDITION, OR AN EQUIVALENT AS APPROVED BY THE ADMINISTERING AUTHORITY.
 - 6.D. THE PREFERRED SAND COMPONENT CONSISTS OF MOSTLY SILO2, BUT SAND CONSISTING OF DOLOMITE OR CALCIUM CARBONATE MAY ALSO BE USED. MANUFACTURED SAND OR STONE DUST IS NOT ALLOWED. THE SAND SHALL BE WASHED AND DRAINED TO REMOVE CLAY AND SILT PARTICLES PRIOR TO MIXING.
 - 6.E. THE COMPOST COMPONENT SHALL MEET THE REQUIREMENTS OF WISCONSIN DEPARTMENT OF NATURAL RESOURCES SPECIFICATION 5102, COMPOST.
 - 6.F. THE ENGINEERED SOIL MIX SHALL BE FREE OF ROCKS, STUMPS, ROOTS, BRUSH OR OTHER MATERIAL OVER 1" IN DIAMETER. NO OTHER MATERIALS SHALL BE MIXED WITH THE PLANTING SOIL THAT MAY BE HARMFUL TO PLANT GROWTH OR PROVIDE A HINDRANCE TO PLANTING OR MAINTENANCE.
 - 6.F. THE ENGINEERED SOIL MIX SHALL HAVE A PH BETWEEN 5.5 AND 6.5.
 - 6.F. THE ENGINEERED SOIL MIX SHALL HAVE ADEQUATE NUTRIENT CONTENT TO MEET PLANT GROWTH REQUIREMENTS.

BIO-INFILTRATION BASIN (1P)

CS.0

REVISIONS

CHECKED: J.L.
DRAWN: M.K.
DATE: 5/12/2021
PROJECT NO. 19.014

GRADING PLAN

BLINKER COMPANIES, INC.
WAUSAU RIVER EAST REDEVELOPMENT
CITY OF WAUSAU
MARATHON COUNTY, WISCONSIN

Civil Engineering
Land Surveying
Landscape Architecture
4941 Kischling Court
Stevens Point, WI 54481
Phone 715.344.9999 Fax 715.344.9922

Point of Beginning

SHEET C3.0

RESOLUTION OF THE FINANCE COMMITTEE

Approving Amendment to Parking Lot Lease with Compass Block 15 LLC

Committee Action: Approved 5-0

Fiscal Impact:

File Number: 08-0710

Date Introduced: June 13, 2023

FISCAL IMPACT SUMMARY

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

RESOLUTION

WHEREAS, on August 1, 2008, Murdock Wausau Limited Properties entered into a parking agreement with the City for parking spaces at the McClellan Street and Jefferson Street Parking Ramps; and

WHEREAS, an Assignment of the agreement from Murdock Wausau Limited Properties to Compass Block 15 LLC was executed on October 29, 2014 and expires on July 31, 2024; and

WHEREAS, the Common Council, on April 25, 2023, approved closing the McClellan Street Ramp permanently, effective June 1, 2023; and

WHEREAS, your Finance Committee, at their May 23, 2023 meeting, discussed and recommended an amendment to the parking agreement whereby the parking spaces in the McClellan Street Ramp be replaced with parking in levels 2-4 of the Jefferson Street Ramp and Lots 7, 14 and 20.

NOW, THEREFORE, BE IT RESOLVED the Common Council of the City of Wausau does hereby approve the First Amendment to Parking Space Lease Agreement with Compass Block 15 LLC and directs the proper city officials to execute the First Amendment.

Approved:

Katie Rosenberg, Mayor

FINANCE COMMITTEE

Date and Time: Tuesday, May 23, 2023 @ 5:15 pm., Council Chambers

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

Others Present: Maryanne Groat, Anne Jacobson, Katie Rosenberg, Eric Lindman, Ben Bliven, Robert Barteck, Rick Rubow, James Henderson, Liz Brodek, Matthew, Matthew Rosenbloom-Jones, Gary Gisselman, Mary Goede

Discussion and possible action on amendment to parking lot lease with Compass Block 15 LLC

Lisa Rasmussen explained the City Attorney is amending this lease contemplating the closure of the McClellan Ramp.

Doug Diny questioned if there was a fiscal impact. Maryanne Groat responded there was not an impact as the permits remained the same. She pointed out a Jefferson Ramp permit also allows people to park in Lot #7 (below the library) which isn't listed on this agreement but would be automatic. She noted the agreement only refers to Lots #14 and #20 and suggested they add Lot #7.

Motion By Watson, second by Diny to amend the lease to include privileges to Lot #7. Motion carried 5-0.

Motion by Watson, second by Lukens to approve the lease as amended. Motion carried 5-0.



Office of the City Attorney

TEL: (715) 261-6590

FAX: (715) 261-6808

Anne L. Jacobson
City Attorney

Tara G. Alfonso
Assistant City Attorney

Memorandum

From: Anne Jacobson

To: Finance Committee

Date: May 15, 2023

Re: First Amendment to Parking Space Lease Agreement with Compass Block 15 LLC

Purpose: To obtain your approval of an amendment to parking space lease agreement with Compass Block 15 LLC for spaces in the McClellan Parking Ramp.

Facts: The City entered into a lease agreement with Compass Block 15 LLC on July 26, 2019. A portion of the leased parking stalls are located in the McClellan Parking Ramp.

Due to the closing of the McClellan Parking Ramp on June 1, 2023, the city, per the Agreement, must provide up to a maximum of 300 parking stalls within 100 yards of Compass Block 15 LLC's office building located at 500 N. 3rd Street.

Levels 2-4 in the Jefferson Street Ramp and Lots 14 and 20 will be available for parking.

Recommendation: Approval.

FIRST AMENDMENT TO PARKING SPACE LEASE AGREEMENT

This Amendment ("Amendment") to the Parking Space Lease Agreement between Compass Block 15 LLC, ("Lessee") and the City of Wausau, ("Lessor") is made this _____ day of _____, 2023.

WHEREAS, Compass Block 15 LLC and the City of Wausau entered into a Parking Space Lease Agreement for up to fifty (50) unreserved permit parking spaces in a portion of the Jefferson Street Parking Ramp and up to three hundred (300) unreserved permit parking spaces in a portion of the McClellan Parking Ramp ("Agreement"); and

WHEREAS, the City will be permanently closing the McClellan Parking Ramp effective June 1, 2023; and

WHEREAS, a formal notice was sent to Compass Block 15 LLC on May 10, 2023; and

WHEREAS, an amendment to the Agreement shall be made to reflect the closing of the McClellan Parking Ramp.

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

1. As to paragraph 1., LEASE, reference to the up to three hundred (300) unreserved permit parking spaces in a portion of the McClellan Parking Ramp is hereby stricken and the up to three hundred (300) unreserved permit parking spaces shall be available in levels 2-4 of the Jefferson Street Ramp and Lots 7, 14 and 20.

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

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

CITY OF WAUSAU BY:

COMPASS BLOCK 15 LLC BY:

Katie Rosenberg, Mayor

Kaitlyn A. Bernarde, Clerk

CITY OF WAUSAU
PARKING SPACE LEASE AGREEMENT

This parking space lease agreement ("Lease") is made and entered into as of this 26th day of July, 2019, by and between the CITY OF WAUSAU, WISCONSIN a Wisconsin municipal corporation, as "LESSOR" or "CITY", and COMPASS BLOCK 15 LLC whose address is P.O. Box 6158, Wausau WI 54403, as LESSEE(s): 50
7/26/19
260
54402

1. **LEASE.** Subject to the terms and conditions of this Agreement, CITY leases to LESSEE parking spaces to use in common with other Lessees and the public, up to fifty (50) unreserved permit parking spaces in a portion of the Jefferson Street Parking Ramp and up to three hundred (300) unreserved permit parking spaces in a portion of the McClellan Parking Ramp ("PARKING FACILITY") and adjacent Scott Street lot. LESSEE may use and occupy these unreserved permit parking spaces in the Parking Facility on the indicated dates at the indicated times for the parking rates stated below for the following express purposes and no other purpose: parking is for normal passenger vehicles only including pick-up trucks and passenger size vans provided they meet any height restriction of the PARKING FACILITY. The CITY shall in no manner be obligated to provide any particular parking space. This lease is transferable and may be assigned with prior written consent of the Lessor not to be unreasonably withheld. Eligible unreserved permit parking spaces are identified in Exhibit A.

If the McClellan Street Parking Ramp is no longer serviceable for parking during the term of this lease, the City will provide up to a maximum of 300 unreserved permit parking spaces within 100 yards of the Lessee's office building located at 500 N. 3rd Street.

2. **TERMS/DAYS/HOURS.** This lease shall be for the period beginning the 1st day of August, 2019, through the 31st day of July, 2024. LESSEE is authorized to park in the PARKING FACILITY seven (7) days per week, twenty four hours per day.
3. **PAYMENTS.** The lease rate shall be:

Term	Rent
8/1/2019 – 7/31/2020	\$29.00 + sales tax per space per month
8/1/2020 – 7/31/2021	\$32.00 + sales tax per space per month
8/1/2021 – 7/31/2024	Rent shall be Fair Market Rent as defined below*

*Landlord shall notify Tenant of its determination of Fair Market Rent at least one hundred eighty (180) days but not more than three hundred sixty five (365) days prior to August 1, 2021. Upon Tenant's receipt of Landlord's notification, the parties shall make good faith effort to negotiate and agree upon the Fair Market Rent for the third year of the Extended Term within sixty (60) days ("Negotiation Period").

Users of LESSEE's tenants shall access their monthly permits electronically through the City's permitting system.

4. **FINANCE CHARGES.** Fees/rents not paid within the terms of this agreement are subject to a 1½% per month finance charge.
5. **RULES.** By signature below, LESSEE expressly acknowledges receipt of PARKING FACILITY rules. LESSEE expressly agrees to provide a copy of said Rules to agents, employees, tenants or guests who utilize the PARKING FACILITY. LESSEE is solely responsible to the CITY for any violation of rules by LESSEE's users.
6. **VEHICLES PARKED AT OWNER'S RISK.** LESSEE understands and expressly agrees that the CITY will not accept the vehicle in bailment or for safekeeping; nor shall the CITY be responsible for loss or damage to any vehicle or its contents by fire, vandalism, theft or any other cause, nor for loss, damage or injury by or to other customers or any other individual personal injury of any nature. LESSEE expressly acknowledges that the CITY shall have no duty to provide security, and expressly does not assume any obligation to provide for the security of the PARKING FACILITY or to protect individuals using the PARKING FACILITY, or vehicles or property in the PARKING FACILITY, from criminal activity.
7. **DAMAGED PROPERTY.** If LESSEE, or his/her guests or agents, damages any personal property at the PARKING FACILITY, or damages any PARKING FACILITY equipment, in addition to any liability LESSEE may have for any claims, losses or costs arising out of such damage, the CITY may terminate this Agreement.
8. **TERMINATION.** An event of default shall deemed to occur should any of the following events happen:
 - a. failure to timely pay fee or invoice;
 - b. repeated failure of LESSEE, or of his/her guests or agents, to obey the rules of the CITY concerning security, safety, or preservation of the CITY Parking Facilities, during the term of the agreement; or
 - c. failure of the LESSEE to comply with any other term or condition of this agreement, including any addenda or amendments hereto.

In the event of default, the CITY shall notify LESSEE in writing, and the CITY may terminate this agreement immediately upon notice to said LESSEE, without penalty or liability to the CITY.

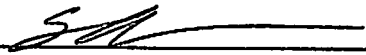
9. **FORCE MAJEURE/OCCUPANCY DISRUPTION.** If the PARKING FACILITY or any portion thereof shall be destroyed or damaged by fire or other calamity, acts of God or other causes beyond the reasonable control of LESSEE or CITY, then this Agreement shall terminate upon at least five (5) days written notice, if practical, to the other party that an event of "Force Majeure" has occurred and prevented performance by the party experiencing the event of "Force Majeure". In the event of a termination by reason of "Force Majeure", the CITY shall not be liable or responsible to the LESSEE for any damages caused thereby and LESSEE waives all claims against the CITY for damages sustained by reason of such termination, except that any unearned portion of payments shall be abated or if previously paid refunded.

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7/26/19

10. **PARKING FACILITY CLOSURE.** The CITY reserves the right to close the PARKING FACILITY for repairs and maintenance. When closing the PARKING FACILITY, the CITY shall seek to avoid any inconveniences to LESSEE. CITY will provide as much advance notice as is possible and will provide alternate parking during the closure period.
11. **RIGHT TO REMOVE.** The CITY reserves the right to remove or expel from the PARKING FACILITY any person engaging in or conducting him/herself in a manner disruptive, abusive or offensive to other patrons at or in the PARKING FACILITY. Neither the CITY nor any of its employees shall be liable to the LESSEE for any damages that may be sustained by LESSEE through the CITY's exercise of such right.
12. **NO ASSIGNMENT.** The LESSEE may not assign its rights, obligations or duties hereunder without first receiving written consent by the CITY of Wausau.
13. **NONWAIVER.** The CITY's acceptance of rent or failure to complain of any action, non-action or default of LESSEE, whether singular or repetitive, shall not constitute a waiver of any of the CITY's rights. If LESSEE's payment of any sum due the CITY is accompanied by written conditions or is represented by LESSEE to be a settlement or satisfaction of any obligation, the CITY may accept and deposit such moneys without being bound by such conditions or representations unless the CITY expressly agrees in a separate written instrument. The CITY's waiver of any right of the CITY, or any default of the LESSEE shall not constitute a waiver of any other right or constitute waiver of any other default or subsequent default.
14. **ATTORNEY FEES.** If the CITY is required to file suit to collect any amount owed it under this Agreement, CITY shall be entitled to collect reasonable attorney's fees for its prosecution of the suit.
15. **ENTIRE AGREEMENT/AMENDMENTS.** This agreement constitutes the entire Agreement between the parties, and supercedes any and all previous written or oral agreements or representations between the parties. This agreement may only be amended in writing signed by both parties.
16. **SEVERABILITY.** If any covenant, condition, provision, term or agreement of this Lease is, to any extent, held invalid or unenforceable, the remaining portion thereof and all other covenants, conditions, provisions, terms and agreements of this Lease will not be affected by such holding, and will remain valid and in force to the fullest extent permitted by law.
17. **NOTICES.** Any notice under this Agreement shall be given by certified mail, overnight mail, or by personal delivery, and shall be effective upon receipt. Notice shall be sent to the address for the receiving party as designated herein: For LESSEE: As listed on page one of this Agreement. For CITY: City Clerk, City of Wausau, 407 Grant Street, Wausau, WI 54403.

IN WITNESS WHEREOF, this Agreement is executed to be effective on the 15th day of August, 2019.

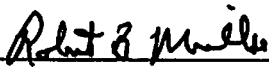
LESSEE

By: 

Name: SHELDON APPANNA

Title: Authorized Agent for
Compass Block 15, LLC

CITY

By: 

Name: ROBERT B. MIELKE

Title: MAYOR

5/7/2019

EXHIBIT A

Eligible unreserved permit parking areas are as follows:

1. **McClellan Ramp**

Parking stalls are available on a first come first serve basis. Permit parking is available at any stall except: metered stalls and specifically signed stalls (such as stalls reserved for customer parking).

2. **Jefferson Street Parking Ramp**

Parking stalls are available on a first come first serve basis at all levels 4 and above.

The City reserves the right to modify these areas in the future.

Parking permits are designated for a specific ramp and are not considered interchangeable.

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7/26/19

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

RESOLUTION OF THE PLAN COMMISSION

Approving Preliminary Plat for the Stettin Acres (Town of Stettin, 145100-145900 Stettin Drive).

Committee Action: Approved 6-0

Fiscal Impact: None.

File Number: 23-0625

Date Introduced: June 13, 2023

WHEREAS, on May 17, 2023, the Plan Commission considered a request to approve the preliminary plat for Stettin Acres; and

WHEREAS, Title 21 of the Wausau Municipal Code gives the City the ability to review plats in unincorporated areas of Marathon County within three miles of the city; and

WHEREAS, the subdivision will lie outside of the corporate boundaries of the city of Wausau; and

WHEREAS, the lots, as divided, conform to the minimum standards of the zoning code; and

WHEREAS, the subdivision will not have impacts to City infrastructure or facilities; now therefore

BE IT RESOLVED that the Common Council of the City of Wausau hereby approves the preliminary plat for Stettin Acres;

Approved:

Katie Rosenberg, Mayor

PLAN COMMISSION

Time and Date: The Plan Commission met on Tuesday, May 16, 2023, at 5:00 p.m. in the Common Council Chambers of Wausau City Hall.

Members Present: Mayor Katie Rosenberg, Eric Lindman, Dawn Herbst, Bruce Bohlken, Andrew Brueggeman, George Bornemann.

Others Present: Brad Lenz, William Hebert, Andrew Lynch, Tara Alfonso, Brian Stahl, Greg Zoromski, Dustin Vreeland, Richard LeClair

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

Mayor Katie Rosenberg called the meeting to order at approximately 5:00 p.m. noting that a quorum was present.

Discussion and possible action on approving the Preliminary Plat for Stettin Acres (Town of Stettin, 145100-145900 Stettin Drive).

Lenz said that this property is located within the extraterritorial review area. The petitioners are not requesting annexation. This meets the minimum requirements for division standards.

Bohlken motioned to approve the preliminary plat for Stettin Acres (Town of Stettin, 145100-145900 Stettin Drive). Bornemann seconded, and the motion carried unanimously 6-0. This item will go to Common Council on June 13, 2023.



STAFF REPORT

To: Plan Commission
Prepared By: Brad Lenz, AICP - City Planner
Date: May 11, 2023

Extraterritorial Review of Stettin Acres

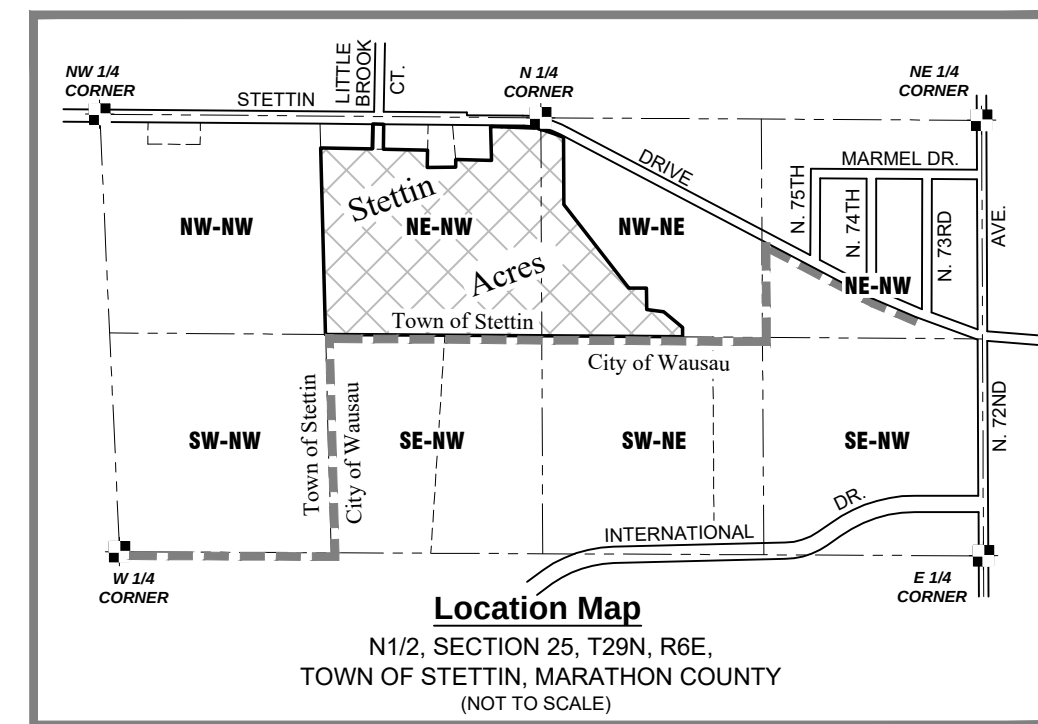
Included in the packet is a preliminary plat for a proposed subdivision located in the town of Stettin. Title 21 of the Wausau Municipal Code gives the City the ability to review subdivisions in unincorporated areas of Marathon County within three miles of the city. The proposed subdivision lies directly west of the city limits along Stettin Drive. It also borders the Wausau Business Campus to the south.

The lots, as proposed, conform to lot standards outlined in the city's zoning code (e.g., width, depth, and total area). Similarly, the proposed right-of-way would meet City engineering standards in terms of minimum width and maximum cul-de-sac length. Stormwater plans have been submitted and will be reviewed by the City's Engineering Department.

The proposed subdivision lies within the metro region's sewer service area, but the owners are not seeking annexation to the City for public utilities (i.e., water and sewer). Staff recommends that the owners obtain all necessary approvals from Marathon County Conservation, Planning, and Zoning (CPZ) and/or the Wisconsin Department of Natural Resources (DNR) as needed to ensure proper water quality management standards are being met.

PRELIMINARY PLAT OF
STETTIN ACRES

Of part of the Northeast 1/4 of the Northwest 1/4 and part of the Northeast 1/4 of Section 25, Township 29 North, Range 6 East,
Town of Stettin, Marathon County, Wisconsin.



OWNER / SUBDIVIDER:
DENYON HOMES, INC.
HEATH TAPPE
5308 SCHOFIELD AVENUE
WESTON, WI 54476
(715) 574-6005
heath.tappe@denyonhomes.com

SURVEYOR:
RIVERSIDE LAND SURVEYING LLC
KEITH WALKOWSKI
5310 WILLOW STREET
WESTON, WI 54476
(715) 241-7500
keith@riversidelandsurveying.com

ENGINEER:
MARATHON TECHNICAL SERVICES
NICHOLAS BANCUK, PE
404 FRANKLIN STREET
WAUSAU, WI 54403
(715) 843-7292
nick@mtsllc.net

LEGEND	
●	FOUND 1-1/4" O.D. IRON PIPE
▲	STORM WATER TEST PITS
●	SEPTIC SOIL TEST PITS
()	RECORDED BEARING/LENGTH
□	EXISTING UTILITY POLE
---	1278' --- CONTOUR 2' INTERVAL
---	1280' --- CONTOUR 10' INTERVAL
---	--- EXISTING NATURAL GAS LINE
---	--- EXISTING OVERHEAD ELECTRIC
---	--- RESTRICTED VEHICLE ACCESS

GENERAL NOTES:

- BEARINGS ARE BASED ON THE MARATHON COUNTY COORDINATE SYSTEM NAD83 (2011) AND REFERENCED TO THE NORTH LINE OF THE NORTHWEST 1/4 OF SECTION 25, TOWNSHIP 29 NORTH, RANGE 6 EAST; MEASURED TO BEAR SOUTH 89°32'19" EAST.
- ELEVATIONS ARE BASED ON NAVD 88 AND REFERENCED TO BENCHMARK DJ4839, A BRONZE WISDOT DISK IN THE TOP OF THE EAST PARAPET WALL OF THE NORTH ABUTMENT OF THE BRIDGE ON RIB MOUNTAIN DRIVE OVER LAKE WAUSAU - ELEVATION = 1189.05
- CONTOURS AS SHOWN HEREON ARE SUPPLIED FROM MARATHON COUNTY GIS DATA AND ARE APPROXIMATE.
- THE WETLAND LOCATIONS AS SHOWN HEREON WERE LOCATED BY RIVERSIDE LAND SURVEYING AND STAR ENVIRONMENTAL ON 2-20-23 AND PORTIONS WERE SCALED FROM A MAP OF FIELD LOCATED WETLANDS PROVIDED BY STAR ENVIRONMENTAL, DATED 10-5-22
- THE TOTAL AREA OF THE PLAT IS 1,922,548 SQUARE FEET OR 44.136 ACRES, MORE OR LESS.
- FLOOD ZONE DESIGNATION "X" FOR THE PROPERTY SHOWN HEREON FROM THE FEMA FLOOD INSURANCE RATE MAP (FIRM) FOR MARATHON COUNTY, MAP NUMBER 55073C0380F, EFFECTIVE DATE JULY 22, 2010. NO PORTION OF THE PROPERTY SHOWN ON THE SURVEY LIES WITHIN A SPECIAL FLOOD HAZARD AREA (SFHA) AS DESCRIBED ON THE FLOOD INSURANCE RATE MAP FOR THE COMMUNITY IN WHICH THE SUBJECT PROPERTY IS LOCATED.
- THE CENTER OF THE CUL-DE-SAC IS 500' FROM THE CENTERLINE INTERSECTION OF LITTLE BROOK COURT.
- THE CURRENT ZONING IS: RS-1/40, SINGLE FAMILY RESIDENCE DISTRICT. SETBACKS AS PER ZONING ORDINANCE FOR THE TOWN OF STETTIN ARE AS SHOWN HEREON.
- THE LOCATIONS OF UNDERGROUND UTILITIES AS SHOWN HEREON ARE BASED ON AVAILABLE DOCUMENTATION AND MARKS PLACED ON THE GROUND BY OTHERS. THESE LOCATIONS MAY OR MAY NOT REFLECT THE ACTUAL LOCATIONS OF SAID UTILITIES. DIGGERS HOTLINE SHOULD BE NOTIFIED BEFORE ANY SUBSURFACE WORK IS CONDUCTED.
- THE NEAREST EXISTING SEWER AND WATER IS APPROXIMATELY 1,900 FEET EAST OF THE EAST EDGE OF THE PROPOSED PLAT. THE NEAREST STORM SEWER AT 72ND AVENUE AND STETTIN DRIVE IS APPROXIMATELY 2,650 FEET EAST OF THE EAST EDGE OF THE PROPOSED PLAT.

NORTHWEST CORNER
SEC. 25, T29N, R6E,
FOUND SMM1 MONUMENT

RAILROAD SPIKE IN
POWER POLE #2908 25W7
ELEV. = 1278.84
BENCHMARK #1

12" SPIKE IN POWER
POLE #2908 25W8
ELEV. = 1278.65
BENCHMARK #2

12" SPIKE IN POWER
POLE #2908 25W9
ELEV. = 1280.94
BENCHMARK #3

12" SPIKE IN POWER
POLE #2908 25W17
ELEV. = 1282.00
BENCHMARK #4

NORTH 1/4 CORNER
SEC. 25, T29N, R6E,
FOUND 6" x 6" GRANITE STONE

NORTHEAST CORNER
SEC. 25, T29N, R6E,
FOUND 1-1/4" O.D. IRON PIPE

STETTIN DRIVE

STETTIN DRIVE

LITTLE BROOK COURT
(DEDICATED TO THE PUBLIC)

18,375 ACRES
OWNED BY DENYON HOMES, INC.
ZONED RS-1/40

NW1/4 - NW1/4

Town of Stettin
City of Wausau

LOT 2, C.S.M. 14915
VOL. 66, PAGE 187
OWNED BY CITY OF
WAUSAU, ZONED - MI

UNPLATTED LANDS OWNED
BY TOMMY & GAIL SCHMIDT
ZONED - RR

PLAT OF SURVEY BY
JASON PFLIEGER DATED 11/8/2022

UNPLATTED LANDS OWNED
BY TOMMY & GAIL SCHMIDT
ZONED - RR

LOT 2, C.S.M. 15091
VOL. 68, PAGE 13
OWNED BY CITY OF WAUSAU
ZONED - MI

LOT 1, C.S.M. 15091
VOL. 68, PAGE 13
OWNED BY APOGEE WAUSAU
GROUP INC. ZONED - MI

SURVEYOR'S CERTIFICATE:

I, Keith J. Walkowski, Professional Land Surveyor S-2717, do hereby certify to the best of my knowledge and belief, that at the direction of Heath Tappe, Denyon Homes, Inc., Owner of said lands, I have surveyed and mapped the lands described hereon. I further certify that said preliminary plat thereof is a correct and accurate representation of all existing land divisions and features and that the plat fully complies with the provisions of Chapter 236, Wisconsin Statutes and Chapter 74 and Subdivision Regulations of the Town of Stettin.

Dated this 5th day of April 2023

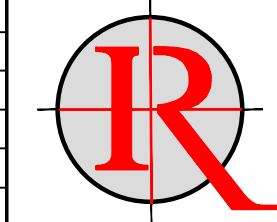
Riverside Land Surveying, LLC
Keith J. Walkowski
WI P.L.S. S-2717



SHEET
1 OF 1

PRELIMINARY PLAT OF STETTIN ACRES
SECTION 25, T29N, R6E,
TOWN OF STETTIN,
MARATHON COUNTY, WISCONSIN

REVISIONS:
SURVEYED BY: KJW
DRAWN BY: KJW / MFL
CHECKED BY: KJW
APPROVED BY:
DATE: APRIL 5, 2023



RIVERSIDE LAND SURVEYING LLC
5310 WILLOW STREET, WESTON, WI 54476 PH 715-241-7500 - FAX 715-355-6894
email - mail@riversidelandsurveying.com

PROJECT No.
3780

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: 23-0108

Date Introduced: June 13, 2023

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 15, 2023 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 15, 2023 Meeting

AGENDA ITEM # 2

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

ADDITIONAL INFORMATION

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

1. **Denial Recommendations:** **Operator/Bartender:** 1) **Phillip Komosa** – Applicant has a 2015 Battery conviction which is an exempt offense by policy. In addition, applicant has a hit and run and a disorderly conduct conviction in 2019. 2) **Allyssia Rodman** – Applicant has a battery conviction – exempt offense- in 2019.
Public Transport Driver: **Donald Alsteen:** Applicant has convictions for battery in 2011 and disorderly conduct with a dangerous weapon in 2012. Applicant also has a conviction for sex with a child 16 or older in 2011 and a conviction for 4th degree sexual assault in 2011. All convictions are misdemeanors.
2. **Annual Renewal of Liquor Licensed Establishments** for the 2023- 2024 License year: All Class A, Class B, and Class C liquor Licenses as well as related business licenses, Sidewalk Café, Cigarette, Amusement Devices, Tavern Entertainment, Dance Hall
3. **New Sidewalk Café License:** Onora Hotel (Venado Craft Beer) 209 Grant St.
4. **Class I Special Events:** Chalkfest Wausau 2023 – 6/24 -6/25; The 4th of July Fireworks Display – 7/04. **Class II Events:** Centerstage “On the Run” Fun Run/Walk 5K – 7/09; Tea, Herb & Tarot: Holistic Wellness Fair – Saturdays May thru August; Christmas in July Fundraiser – 6/20.

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

STAFF RECOMMENDATION

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

Mary Goede, Deputy Clerk

Date of Report: May 12, 2023

(715) 261-6621

PUBLIC HEALTH & SAFETY COMMITTEE

Date and Time: Monday, May 15, 2023, at 5:15 pm, (Council Chambers)

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

Others Present: Tara Alfonso, Matt Barnes, Ben Bliven, Jeremy Kopp, Melinda Pauls, Bill Hebert, Travis Lepinski, Tracy Rieger, Kaitlyn Bernarde, Mary Goede, Jamie Polley, Katie Rosenberg

Consider approval or denial of various license applications

Lisa Rasmussen indicated there were three denial recommendations: Phillip Komosa and Alyssia Rodman for Operator's License and Donald Alsteen for a Public Transport Driver License. It was noted that neither Phillip Komosa and Alyssia Rodman were not present.

Rasmussen noted that Donald Alsteen, who was present, was held over from the last meeting for evidence of rehabilitation. Alsteen indicated he had just obtained the letters he wished to submit as evidence. The letters were given to Chief Bliven who stated he would like additional time to review them. The committee consensus was to defer action to allow for the Police Chief's review.

Chief Bliven noted Philip Komosa was also deferred from the last meeting and he received his letters of support submitted as evidence but after review still stood by his denial recommendation.

Rasmussen stated the list includes the annual renewals for all the liquor licensed establishments in the city along with various miscellaneous licenses for their businesses.

Motion by Larson, second by Diny to approve or deny licenses as recommended by staff, with the exception of Donald Alsteen which will be held for the June meeting. Motion carried 5-0.



Council Date 06/13/2023

License ID	License Typ	Name	Address	Details	Business	Begin Dt	End Dt	Police	PHS	Council
181362	9010 - Bartender/Operator New	KOMOSA, PHILLIP	1406 N 4TH ST WAUSAU WI 54403		HIAWATHA SPORTS BAR	04/06/2023	06/30/2023	No	No	
182564	9010 - Bartender/Operator New	RODMAN, ALYSSIA	315 1/2 HUMBOLDT AVE WAUSAU WI 54403		LICKITY SPLITZ	05/01/2023	06/30/2024	No	No	
182005	9020 - Public Transport Driver Renewal	CLARK, BRENT	215 N 10TH AVE WAUSAU WI 54401		NORTHWOODS CAB	04/14/2023	06/30/2024	Yes	Yes	
181972	9020 - Public Transport Driver Renewal	LOKA, VINCENT	W4466 POPE RD MERRILL WI 54452		NORTHWOODS CAB	05/03/2023	06/30/2024	Yes	Yes	
181977	9020 - Public Transport Driver Renewal	POCKAT, COURTNEY	2270 SUMMERSET CT MOSINEE WI 54455		NORTHWOODS CAB	05/09/2023	06/30/2024	Yes	Yes	
181980	9020 - Public Transport Driver Renewal	RUSS, RONALD	145900 MOON RD MOSINEE WI 54455		NORTHWOODS	05/15/2023	06/30/2024	Yes	Yes	
181992	9020 - Public Transport Driver Renewal	SCHLOEMER, AARON	5207 SCOTT ST SCHOFIELD WI 54476		NORTHWOODS CAB	04/21/2023	06/30/2024	Yes	Yes	
181979	9020 - Public Transport Driver Renewal	SCHREIBER, SCOTT	5207 SCOTT ST WESTON WI 54476		NORTHWOODS CAB	04/21/2023	06/30/2024	Yes	Yes	
181985	9020 - Public Transport Driver Renewal	TRAYER, ELRIC	305 SUMMIT DR # 5 WAUSAU WI 54401		NORTHWOODS CAB	05/09/2023	06/30/2024	Yes	Yes	
182007	9022 - Public Transport Business	,	1705 MERRILL AVE WAUSAU WI 54401		ALL AMERICAN TAXI	05/01/2023	06/30/2024	Yes	Yes	
182008	9022 - Public Transport Business	,	5207 SCOTT ST WESTON WI 54476		NORTHWOODS CAB LLC	04/14/2023	06/30/2024	Yes	Yes	



Council Date 06/13/2023

License ID	License Typ	Name	Address	Details	Business	Begin Dt	End Dt	Police	PHS	Council
182527	9026 - Class I	ADERHOLDT, ALISSANDRA	316 SCOTT ST WAUSAU WI 54403	CHALKFEST WAUSAU 2023 on SATURDAY, JUNE 24 - SUNDAY, JUNE 25 Organized by WAUSAU EVENTS & CHALKFEST COMMITTEE					Yes	
182620	9026 - Class I	FRANKEL, JEAN	407 GRANT ST WAUSAU WI 54403	4TH OF JULY FIREWORKS on TUESDAY, JULY 4, 2023 Organized by CITY OF WAUSAU MAYOR'S OFFICE					Yes	
182498	9027 - Class II	JONES, CARLEY	P.O. BOX 2105 WAUSAU WI 54402	CENTERSTAGE "ON THE RUN" FUN RUN/WALK 5K on SUNDAY, JULY 9, 2023 Organized by CENTERSTAGE BAND & SHOW CHOIR					Yes	
182224	9027 - Class II	RAMOS, VINCENT	304 S 1ST AVE WAUSAU WI 54401	TEA, HERB & TAROT: HOLISTIC WELLNESS FAIR on 5/13/23, 5/27/23, 6/10/23, 6/24/23, 7/8/23, 7/22/23, 8/12/23, 8/26,23 Organized by NATURZ REMED LLC					Yes	



Council Date 06/13/2023

License ID	License Typ	Name	Address	Details	Business	Begin Dt	End Dt	Police	PHS	Council
182413	9027 - Class II	RUNDE, DAVIS	500 THIRD ST, STE 800 WAUSAU WI 54403	CHRISTMAS IN JULY FUNDRAISER on TUESDAY, JUNE 20, 2023 Organized by WELD RILEY S.C. & CHRISTMAS IN JULY CHARITY					Yes	
182013	9036 - Garbage Hauler	,	5509 FULLER ST WESTON WI 54476		ADVANCED DISPOSAL	05/08/2023	06/30/2024		Yes	
182011	9036 - Garbage Hauler	,	1372 STATE HIGHWAY 34 MOSINEE WI 54455		GFL SOLID WASTE MIDWEST	04/19/2023	06/30/2024		Yes	
182012	9036 - Garbage Hauler	KROENING, TERRY	231706 GUINNESS RD WAUSAU WI 54403		IDEAL DUMPSTER SERVICE	04/20/2023	06/30/2024		Yes	
182139	9077 - Dance Hall	,	4331 SILVER LEAF CT APPLETON WI 54913		CHRISTINE'S	04/14/2023	06/30/2024		Yes	
180734	9077 - Dance Hall	,	307 N 3RD ST WAUSAU WI 54403		CIAO	04/18/2023	06/30/2024		Yes	
180735	9077 - Dance Hall	,	PO BOX 224 SCHOFIELD WI 54476		AFTER SHOCK BAR & GRILL	04/17/2023	06/30/2024		Yes	
180736	9077 - Dance Hall	,	401 N 4TH ST WAUSAU WI 54403		GRAND THEATER/ GREAT HALL	04/17/2023	06/30/2024		Yes	
180737	9077 - Dance Hall	,	123 E DOTY ST MADISON WI 53703		THE GREAT DANE PUB & BREWING CO.	04/17/2023	06/30/2024		Yes	
180738	9077 - Dance Hall	,	2002 POPLAR LN WAUSAU WI 54403		GREENWOOD HILLS	06/05/2023	06/30/2024		Yes	



Council Date 06/13/2023

License ID	License Typ	Name	Address	Details	Business	Begin Dt	End Dt	Police	PHS	Council
180739	9077 - Dance Hall	,	1502 N 3RD ST WAUSAU WI 54403		LOPPNOW'S SPORTS BAR	04/10/2023	06/30/2024		Yes	
180740	9077 - Dance Hall	,	1703 S 3RD AVE WAUSAU WI 54401		EAGLE'S CLUB	04/18/2023	06/30/2024		Yes	
180741	9077 - Dance Hall	,	828 N 2ND AVE WAUSAU WI 54401		WAUSAU LABOR TEMPLE				Yes	
180742	9077 - Dance Hall	,	1800 WESTWOOD CENTER BLVD WAUSAU WI 54401		WESTWOOD CONFERENCE CENTER	04/12/2023	06/30/2024		Yes	
180743	9077 - Dance Hall	,	414 SCOTT ST WAUSAU WI 54403		WAUSAU ELKS LODGE #248	04/14/2023	06/30/2024		Yes	
181171	9077 - Dance Hall	MEURETTE, MITCHELL	7615 WOODSMOKE ROAD WAUSAU WI 54401		PEKING RESTAURANT				Yes	
180789	9060 - Class A Beer	HALL, MARK	1930 N 10TH AVE, APT 7 WAUSAU WI 54401		FLEET FARM	04/14/2023	06/30/2024	Yes	Yes	
180791	9060 - Class A Beer	PATEL, PRAFUL	1809 LENARD ST WAUSAU WI 54401		FAST BREAK MOBIL	05/16/2023	06/30/2024	Yes	Yes	
180790	9060 - Class A Beer	RAMIREZ, GONZALO	1616 N 6TH ST WAUSAU WI 54403		TIENDA	04/10/2023	06/30/2024	Yes	Yes	
180822	9061 - Class A Beer & Liquor	BLUHM, REBECCA	204 ROSS AVE WAUSAU WI 54403		KWIK TRIP #728	04/11/2023	06/30/2024	Yes	Yes	
180797	9061 - Class A Beer & Liquor	CHROSTOWSKI, TODD	11541 NAUGART DR ATHENS WI 54411		WALGREENS #07009	04/13/2023	06/30/2024	Yes	Yes	
180802	9061 - Class A Beer & Liquor	DUBERSTEIN, STEPHANIE	115 N 5TH AVE WAUSAU WI 54401		WAGNER SHELL 4611	03/30/2023	06/30/2024	Yes	Yes	



Council Date 06/13/2023

License ID	License Typ	Name	Address	Details	Business	Begin Dt	End Dt	Police	PHS	Council
180803	9061 - Class A Beer & Liquor	EASTMAN, MEGAN	5408 CAMP PHILLIPS RD WESTON WI 54476		KRIST FOOD MART #89	04/24/2023	06/30/2024	Yes	Yes	
180796	9061 - Class A Beer & Liquor	EASTMAN, MEGAN	5408 CAMP PHILLIPS RD WESTON WI 54476		KRIST FOOD MART #61	04/24/2023	06/30/2024	Yes	Yes	
180817	9061 - Class A Beer & Liquor	EVANS, HEATHER	1723 LENARD ST WAUSAU WI 54401		TOBACCO OUTLET PLUS #501	04/11/2023	06/30/2024	Yes	Yes	
180799	9061 - Class A Beer & Liquor	GAICHE, MARY	226602 THRUSH AVE WAUSAU WI 54401		CROSSROADS COUNTY MARKET	04/18/2023	06/30/2024	Yes	Yes	
180807	9061 - Class A Beer & Liquor	HAVRON, TIMOTHY	1720 44TH CT WISCONSIN RAPIDS WI 54494		PICK 'N SAVE #405	04/17/2023	06/30/2024	Yes	Yes	
180804	9061 - Class A Beer & Liquor	HEARLEY, HEIDI	132413 COUNTRYSIDE DR EDGAR WI 54426		THE STORE #62	04/11/2023	06/30/2024	Yes	Yes	
180810	9061 - Class A Beer & Liquor	HER, LEE	7320 WHITESPIRE RD, #2 SCHOFIELD WI 54476		KOHLMAN'S INC	04/17/2023	06/30/2024	Yes	Yes	
180794	9061 - Class A Beer & Liquor	HOLZ, JACOB	119 S 56TH AVE WAUSAU WI 5441		KWIK TRIP #322	04/11/2023	06/30/2024	Yes		
180816	9061 - Class A Beer & Liquor	JAGLER, DAVID	1400 BENT STICK DR WAUSAU WI 54403		TOWNLINE MARKET			Yes	Yes	
180806	9061 - Class A Beer & Liquor	LAMB, RONALD	201 GREENWOOD DR ROTHSCHILD WI 54474		LAMB'S FRESH MARKET	04/14/2023	06/30/2024	Yes	Yes	
180811	9061 - Class A Beer & Liquor	LENZNER, AUSTIN	2230 TRACY CT KRONENWETTE R WI 54455		KWIK TRIP #1033	04/11/2023	06/30/2024	Yes	Yes	



Council Date 06/13/2023

License ID	License Typ	Name	Address	Details	Business	Begin Dt	End Dt	Police	PHS	Council
180795	9061 - Class A Beer & Liquor	MOUA, NICOLE	1127 HOLUB ST WAUSAU WI 54401-4304		HAMPTON INN	03/28/2023	06/30/2024	Yes	Yes	
180819	9061 - Class A Beer & Liquor	NOWAK, LINDA	110870 MILAN AVE MILAN WI 54411		TOBACCO OUTLET PLUS #559	04/11/2023	06/30/2024	Yes	Yes	
180815	9061 - Class A Beer & Liquor	PLEVAK, TIMOTHY	4303 E RAYBELLE DR WESTON WI 54476		FESTIVAL FOODS	04/13/2023	06/30/2024	Yes	Yes	
182826	9061 - Class A Beer & Liquor	SHARMA, SARASWATI	3571 DRISCOLL RD, APT 6 RHINELANDER WI 54501		FAST FUEL WAUSAU	05/12/2023	06/30/2024	Yes	Yes	
180823	9061 - Class A Beer & Liquor	SOPATA, JOSHUA	5902 FLAMBEAU ST WESTON WI 54476		KWIK TRIP #188	04/11/2023	06/30/2024	Yes	Yes	
180818	9061 - Class A Beer & Liquor	STAFFEIL, ERIKA	1915 ROOSEVELT ST WAUSAU WI 54403		KWIK TRIP #851	04/11/2023	06/30/2024	Yes	Yes	
180821	9061 - Class A Beer & Liquor	STEFFEN, MARCUS	312 1/2 S 1ST AVE APT 4 WAUSAU WI 54401		CVS/PHARMACY #10172	04/14/2023	06/30/2024	Yes	Yes	
180805	9061 - Class A Beer & Liquor	SUBEDI, SURESH	1906 N 10TH AVE, APT 6 WAUSAU WI 54401		GANDAKI MART	03/24/2023	06/30/2024	Yes	Yes	
182108	9061 - Class A Beer & Liquor	SUBEDI, SURESH	1906 N 10TH AVE, APT 6 WAUSAU WI 54401		GANDAKI MART 1	04/13/2023	06/30/2024	Yes	Yes	
180809	9061 - Class A Beer & Liquor	TACKES, SAMANTHA	113 STURGEON EDDY RD, APT 3 WAUSAU WI 54403		KWIK TRIP #601	04/11/2023	06/30/2024	Yes	Yes	
180812	9061 - Class A Beer & Liquor	URLAUB, RHONDA	118927 TRAILVIEW ST STRATFORD WI 54484		RSTORE #4476	04/12/2023	06/30/2024	Yes	Yes	



Council Date 06/13/2023

License ID	License Typ	Name	Address	Details	Business	Begin Dt	End Dt	Police	PHS	Council
180820	9061 - Class A Beer & Liquor	URLAUB, RHONDA	118927 TRAILVIEW ST STRATFORD WI 54484		RSTORE #4474	04/12/2023	06/30/2024	Yes	Yes	
180808	9061 - Class A Beer & Liquor	URLAUB, RHONDA	118927 TRAILVIEW ST STRATFORD WI 54484		RSTORE #4495	04/12/2023	06/30/2024	Yes	Yes	
180800	9061 - Class A Beer & Liquor	URLAUB, RHONDA	118927 TRAILVIEW ST STRATFORD WI 54484		RSTORE #4477	04/12/2023	06/30/2024	Yes	Yes	
180798	9061 - Class A Beer & Liquor	URLAUB, RHONDA	118927 TRAILVIEW ST STRATFORD WI 54484		RSTORE #4475	04/12/2023	06/30/2024	No	No	
180801	9061 - Class A Beer & Liquor	VRANEY, MICHAEL	4506 AUGUSTINE AVE WESTON WI 54476		WALGREENS #13771	04/13/2023	06/30/2024	Yes	Yes	
180813	9061 - Class A Beer & Liquor	WALTER, TAMMI	5220 NAUGART DR MERRILL WI 54452		HOLIDAY GAS	04/18/2023	06/30/2024	Yes	Yes	
180824	9061 - Class A Beer & Liquor	WISTROM, RYAN	1911 ROOSEVELT ST WAUSAU WI 54403		KWIK TRIP #735	04/11/2023	06/30/2024	Yes	Yes	
182676	9063 - Class B Beer	CASARRUBIAS, JUAN ANTONIO	630 N 3RD ST WAUSAU WI 54403		VENADO CRAFT BEER	05/05/2023	06/30/2024	Yes	Yes	
180828	9063 - Class B Beer	DYKSTRA, PAUL	1225 WASHINGTON ST WAUSAU WI 54403		WAUSAU AREA SOFTBALL ASSOCIATION	04/17/2023	06/30/2024	Yes	Yes	
180837	9063 - Class B Beer	GONZALEZ, SANTOS	3836 LEVER ST EAU CLAIRE WI 54701		NORTENITA GROCERY Y PANADERIA	04/13/2023	06/30/2024	Yes	Yes	
180836	9063 - Class B Beer	JUSUFI, ZENEL	707 S 3RD AVE WAUSAU WI 54401		RED APPLE SOCIAL CLUB	04/14/2023	06/30/2024	Yes	Yes	



Council Date 06/13/2023

License ID	License Typ	Name	Address	Details	Business	Begin Dt	End Dt	Police	PHS	Council
180835	9063 - Class B Beer	POLITO, SAM	4686 DUBAY DR MOSINEE WI 54455		POLITO'S PIZZA	04/11/2023	06/30/2024	Yes	Yes	
180826	9063 - Class B Beer	RADTKE, RACHEL	411 S 7TH AVE WAUSAU WI 54401		KIN & KIND	04/14/2023	06/30/2024	Yes	Yes	
180827	9063 - Class B Beer	SERWE, ZACHARY	8810 S WOODCREEK DR OAK CREEK WI 53154		WAUSAU CYCLONES	05/11/2023	06/30/2024	Yes	Yes	
180831	9063 - Class B Beer	STUTTGEN, PAUL	218600 HOLTMAN RD STRATFORD WI 54484		LIL OLE WINEMAKER SHOPPE	04/05/2023	06/30/2024	Yes	Yes	
180834	9063 - Class B Beer	VUE, BAI	705 JEFFERSON ST WAUSAU WI 54403		C & B SUPER MARKET	04/13/2023	06/30/2024	Yes	Yes	
180833	9063 - Class B Beer	WEBER, KIMM	3824 N 14TH ST WAUSAU WI 54403		TIMEKEEPER DISTILLERY	03/28/2023	06/30/2024	Yes	Yes	
180830	9063 - Class B Beer	XIONG, THONG	5902 ALEX ST WESTON WI 54476		ROYAL DELI LLC				Yes	
180829	9063 - Class B Beer	ZHENG, KANGNING	1405 Golden Meadow St Wausau WI 54401		KING BUFFET	05/05/2023	06/30/2024	Yes	Yes	
180888	9064 - Class B Beer & Liquor	,	1600 N 6TH ST WAUSAU WI 54403		TAQUERIA TRES HERMANOS	04/10/2023	06/30/2024	Yes	Yes	
182675	9064 - Class B Beer & Liquor	BARTNIK, JESSE	205269 HWY 49 WITTENBERG WI 54499		VELVETEEN PLUM	05/05/2023	06/30/2024	Yes	Yes	
180901	9064 - Class B Beer & Liquor	BAUR, DANIEL	221657 Silk Rd RINGLE WI 54471		THE DOMINO BAR			Yes	Yes	
180850	9064 - Class B Beer & Liquor	BERGUM, HAYLEY	3815 MONONA DR, #35 MONONA WI 53714		THE GREAT DANE PUB & BREWING CO.	04/17/2023	06/30/2024	Yes	Yes	



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180895	9064 - Class B Beer & Liquor	BREWER, MATT	226020 DEERTAIL LN WAUSAU WI 54401		MATT'S 101 PUB	03/30/2023	06/30/2024	Yes	Yes	
180886	9064 - Class B Beer & Liquor	BRIDENHAGEN, DANIELLE	415 MYSTERIA LN HATLEY WI 54440		GREENWOOD HILLS	06/05/2023	06/30/2024	Yes	Yes	
180846	9064 - Class B Beer & Liquor	CHEN, HUIYING	601 EAU CLAIRE BLVD WAUSAU WI 54403		MANDARIN	03/20/2023	06/30/2024	Yes	Yes	
180878	9064 - Class B Beer & Liquor	DADABO, ASHLEY	802 FULTON ST WAUSAU WI 54403		PREGAME PUB	04/03/2023	06/30/2024	Yes	Yes	
180900	9064 - Class B Beer & Liquor	DALBEC, MARY	810 ADAMS ST WAUSAU WI 54403		WAUSAU ELKS LODGE #248	04/14/2023	06/30/2024	Yes	Yes	
180864	9064 - Class B Beer & Liquor	DASSOW, LINDSEY	421 ALLEN ST ATHENS WI 54411		BUFFALO WILD WINGS	04/18/2023	06/30/2024	Yes	Yes	
180847	9064 - Class B Beer & Liquor	DAY, DEAN	1401 ELM ST, # 225 WAUSAU WI 54401		DAY'S BOWL-A-DOME	03/20/2023	06/30/2024	Yes	Yes	
180862	9064 - Class B Beer & Liquor	EICHELBERGER, KEVIN	911 STEUBEN ST WAUSAU WI 54403		RED EYE BREWING COMPANY	04/28/2023	06/30/2024	Yes	Yes	
180896	9064 - Class B Beer & Liquor	ELLENBECKER, THEODORA	5810 BIRCHWOOD DR WAUSAU WI 54401		THRIVE FOODERY	04/17/2023	06/30/2024	Yes	Yes	
180897	9064 - Class B Beer & Liquor	FLETT, WILLIAM	225971 DEER TAIL LN WAUSAU WI 54401		WESTWOOD CONFERENCE CENTER	04/12/2023	06/30/2024	Yes	Yes	
180884	9064 - Class B Beer & Liquor	FUST, JAMES	150240 OWL LN WAUSAU WI 54401		JIM'S CORNER PUB	04/14/2023	06/30/2024	Yes	Yes	
180893	9064 - Class B Beer & Liquor	GALLAGHER, MARY	226919 BOULDER RIDGE WAUSAU WI 54401		THE MILK MERCHANT	04/04/2023	06/30/2024	Yes	Yes	



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180899	9064 - Class B Beer & Liquor	GLAMAN, LOREEN	5004 KRAMER LN WESTON WI 54476		VINO LATTE	04/03/2023	06/30/2024	Yes	Yes	
180877	9064 - Class B Beer & Liquor	GONZALES, FRANK	3551 SATELLITE LN GREEN BAY WI 54311		APPLEBEE'S NEIGHBORHOOD GRILL & BAR M&R STATION	04/11/2023	06/30/2024	Yes	Yes	
180881	9064 - Class B Beer & Liquor	GORDON, RICHARD	818 S 3RD AVE WAUSAU WI 54401			05/23/2023	06/30/2024			
180866	9064 - Class B Beer & Liquor	GOVARDHAN, JAYJEET	2473 MILLINGTON CT AURORA IL 60504		BEST WESTERN PLUS WAUSAU TOWER INN			Yes	Yes	
180903	9064 - Class B Beer & Liquor	HEILMEIER, ROY	7106 VONKANEL WESTON WI 54476		2510 RESTAURANT	03/21/2023	06/30/2024	Yes	Yes	
180885	9064 - Class B Beer & Liquor	HOLM, CORY	821 STARK ST WAUSAU WI 54403		LIMERICKS PUBLIC HOUSE	06/05/2023	06/30/2024	Yes	Yes	
180883	9064 - Class B Beer & Liquor	HOWARD, ANTHONY	311 JEFFERSON ST WAUSAU WI 54403		MILWAUKEE BURGER COMPANY	04/13/2023	06/30/2024	Yes	Yes	
180880	9064 - Class B Beer & Liquor	HOWE, TIMOTHY	3109 HILLTOP AVE WAUSAU WI 54401		GASLIGHT TAVERN	04/21/2023	06/30/2024	Yes	Yes	
180898	9064 - Class B Beer & Liquor	HUTCHISON, STEVE	5506 LINDA ST WESTON WI 54476		HUTCH'S STUMBLE INN	04/13/2023	06/30/2024	Yes	Yes	
180859	9064 - Class B Beer & Liquor	JAMGOCHIAN, ADAM	709 N 6TH AVE WAUSAU WI 54401		CIAO	04/18/2023	06/30/2024	Yes	Yes	
180845	9064 - Class B Beer & Liquor	JOHNSON, ELLIOTT	140 SCHOOL ST SCHOFIELD WI 54476		TUESDAY'S BAR	04/20/2023	06/30/2024	Yes	Yes	
180870	9064 - Class B Beer & Liquor	JONES, WILLIAM	N8159 COUNTY V IRMA WI 54442		OZ NIGHT CLUB	03/31/2023	06/30/2024	Yes	Yes	
180875	9064 - Class B Beer & Liquor	KINGSTON, SHARON	PO BOX 224 SCHOFIELD WI 54476		AFTER SHOCK BAR & GRILL	04/17/2023	06/30/2024	Yes	Yes	



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180848	9064 - Class B Beer & Liquor	KORPELA, KEVIN	1221 STEUBEN ST WAUSAU WI 54403		DOWNTOWN GROCERY	04/14/2023	06/30/2024	Yes		
180882	9064 - Class B Beer & Liquor	KRAHN, CASEY	151630 ROBIN LN WAUSAU WI 54401		CHELLIS ST PUB	03/27/2023	06/30/2024	Yes	Yes	
180894	9064 - Class B Beer & Liquor	KRUESEL, JAMES	614 PLUMER ST WAUSAU WI 54403		INTERMISSION	06/01/2023	06/30/2024	Yes	Yes	
180873	9064 - Class B Beer & Liquor	LITTLE, MERRY	H12092 TRAPPE RD WAUSAU WI 54403		GRAND THEATER/ GREAT HALL	04/17/2023	06/30/2024	Yes	Yes	
180865	9064 - Class B Beer & Liquor	LOPPNOW, MARK	1311 STARK ST WAUSAU WI 54403		LOPPNOW'S SPORTS BAR	04/10/2023	06/30/2024	Yes	Yes	
180889	9064 - Class B Beer & Liquor	LOR, MAI	1751 CHERRY ST WAUSAU WI 54401		NEWCH'S EATERY	05/24/2023	06/30/2024	Yes	Yes	
180876	9064 - Class B Beer & Liquor	LUCCI, GLENN	3619 N 11TH ST WAUSAU WI 54403		BACK WHEN CAFE	04/12/2023	06/30/2024	Yes	Yes	
180874	9064 - Class B Beer & Liquor	MAAS, DANIEL	240581 SUNRISE RD WAUSAU WI 54403		BUNKERS/TRIBUTE GOLF	04/28/2023	06/30/2024	Yes	Yes	
180868	9064 - Class B Beer & Liquor	MAAS, MICHAEL	3188 PYKE RD MOSINEE WI 54455		CHATTERBOX	04/10/2023	06/30/2024	Yes	Yes	
180887	9064 - Class B Beer & Liquor	MALLUM, JOY	1905 EDGEWOOD DR SCHOFIELD WI 54476		DEN MAR TAVERN	04/12/2023	06/30/2024	Yes	Yes	
180904	9064 - Class B Beer & Liquor	MARKS, GISELA	821 ADAMS ST WAUSAU WI 54403		THE GLASS HAT	04/13/2023	06/30/2024	Yes	Yes	
181284	9064 - Class B Beer & Liquor	MARX-SALZMAN, DEVON	225780 RIB MOUNTAIN DR WAUSAU WI 54401		HONEST J'S			Yes	Yes	
180844	9064 - Class B Beer & Liquor	MCMAHON, CHRISTOPHER	111 N 10TH AVE WAUSAU WI 54401		HIAWATHA SPORTS BAR	05/11/2023	06/30/2024	Yes	Yes	



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180863	9064 - Class B Beer & Liquor	MELENDEZ, LUIS	920 STARK ST WAUSAU WI 54403		LA TAQUERIA RESTAURANT	05/05/2023	06/30/2024	Yes	Yes	
180902	9064 - Class B Beer & Liquor	MEURETTE, MITCHELL	7615 WOODSMOKE ROAD WAUSAU WI 54401		PEKING RESTAURANT	03/28/2023	06/30/2024	Yes	Yes	
180854	9064 - Class B Beer & Liquor	MOUA, SARAH	4040 TROY ST WAUSAU WI 54403		CALLON STREET PUB	04/12/2023	06/30/2024	Yes	Yes	
180843	9064 - Class B Beer & Liquor	NESS, TAMI	623 GRANT ST WAUSAU WI 54403		COP SHOPPE PUB	04/14/2023	06/30/2024	Yes	Yes	
180857	9064 - Class B Beer & Liquor	OLMSTED, RANDY	828 N 2ND AVE WAUSAU WI 54401		WAUSAU LABOR TEMPLE			Yes	Yes	
180867	9064 - Class B Beer & Liquor	OTTO, JEFFREY	1206 SYLVAN ST WAUSAU WI 54403		CRUSIN 1724			Yes	Yes	
180860	9064 - Class B Beer & Liquor	PEPOWSKI, JOE	1104 AUGUSTA AVE WAUSAU WI 54403		THE MINT CAFE	04/03/2023	06/30/2024	Yes	Yes	
180891	9064 - Class B Beer & Liquor	PINEDA MEDELLIN, JOSE	518 N 2ND AVE WAUSAU WI 54401		JALAPENOS MEXICAN RESTAURANT & BAR	04/11/2023	06/30/2024	Yes	Yes	
180872	9064 - Class B Beer & Liquor	POLKINGHORNE, KIRK	1011 WINTON ST WAUSAU WI 54403		NORTH END PUB	04/13/2023	06/30/2024	Yes	Yes	
180861	9064 - Class B Beer & Liquor	SCHILLING, TIMOTHY	148388 ST FRANCIS WAY WAUSAU WI 54401		TREU'S TIC TOC			Yes	Yes	
180879	9064 - Class B Beer & Liquor	SCOBELL, RAND	247307 HWY W MERRILL WI 54452		BOB & RANDY'S	04/13/2023	06/30/2024	Yes	Yes	
180853	9064 - Class B Beer & Liquor	SHULTZ, RYAN	309 N 2ND AVE WAUSAU WI 54401		POLACK INN	05/11/2023	06/30/2024	Yes	Yes	
180849	9064 - Class B Beer & Liquor	STEINKE, KEVIN	1921 N 10TH AVE APT 2 WAUSAU WI 54401		CAMPUS PUB			Yes	Yes	



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180869	9064 - Class B Beer & Liquor	STIMAC, FRANK	3829 N 14TH ST WAUSAU WI 54403		BB JACK'S	04/12/2023	06/30/2024	Yes		
180842	9064 - Class B Beer & Liquor	UONG, TUAN	1704 PATRIOT DR WAUSAU WI 54403		LEMONGRASS	03/30/2023	06/30/2024	Yes	Yes	
180852	9064 - Class B Beer & Liquor	VANG, YER	4331 SLIVERLEAF CT APPLETON WI 54913		CHRISTINE'S	04/14/2023	06/30/2024	Yes	Yes	
180890	9064 - Class B Beer & Liquor	VITULLI, JOAN	522 Nina Ave Wausau WI 54403		EAGLE'S CLUB	04/18/2023	06/30/2024	Yes	Yes	
180856	9064 - Class B Beer & Liquor	VOGT, TYLER	145824 IMPATIENS DR WAUSAU WI 54401		MALARKEY'S PUB	04/04/2023	06/30/2024	Yes	Yes	
182865	9064 - Class B Beer & Liquor	VOGT, TYLER	145824 IMPATIENS DR WAUSAU WI 54401		WESTSIDER DINER & LOUNGE	05/15/2023	06/30/2024	Yes	Yes	
180892	9064 - Class B Beer & Liquor	WAGE, DANIEL	146186 VERDANT LN WAUSAU WI 54401		WAUSAU MINE COMPANY	03/24/2023	06/30/2024	Yes	Yes	
180871	9064 - Class B Beer & Liquor	WEINBERGER, RANDAL	W7555 WHITE RIVER TRAIL WAUTOMA WI 54982		JEFFERSON STREET INN	04/13/2023	06/30/2024	Yes	Yes	
180851	9064 - Class B Beer & Liquor	WILMOT, DEAN	2332 BONNEY DUNE DR MOSINEE WI 54455		LICKITY SPLITZ	04/14/2023	06/30/2024	Yes	Yes	
180855	9064 - Class B Beer & Liquor	WOLD, TODD	132 N 11TH AVE WAUSAU WI 54401		WHISKEY RIVER BAR & GRILL			Yes	Yes	
180858	9064 - Class B Beer & Liquor	ZIEGEL, JEFFREY	1720 MORTENSON DR WAUSAU WI 54401		WAUSAU CURLING CENTER			Yes	Yes	



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180905	9065 - Class B Winery	STUTTGEN, PAUL	218600 HOLTMAN RD STRATFORD WI 54484		LIL OLE WINEMAKER SHOPPE	04/05/2023	06/30/2024	Yes	Yes	
182572	9067 - Class B Beer & Class C Wine	LACALAMITA, JODI	170718 CTY RD N RINGLE WI 54471		SAM'S PIZZA	05/01/2023	06/30/2024	Yes	Yes	
180838	9067 - Class B Beer & Class C Wine	REINKE, JONATHAN	2203 RYANWOOD AVE SCHOFIELD WI 54476		NORTHCENTRAL TECHNICAL COLLEGE	04/18/2023	06/30/2024	Yes	Yes	
180839	9067 - Class B Beer & Class C Wine	VAN SLATE, JOHN	319 N 4TH ST WAUSAU WI 54403		319 BISTRO	03/28/2023	06/30/2024	Yes	Yes	
180841	9067 - Class B Beer & Class C Wine	WATSON, JANICE	6111 BIRCHWOOD LN WESTON WI 54476		A TASTE OF JAMAICA	05/12/2023	06/30/2024	Yes	Yes	
180840	9067 - Class B Beer & Class C Wine	WEIGAND, THOMAS	2601 FICHERONA RD VERONA WI 53593		NOODLES & COMPANY	04/11/2023	06/30/2024	Yes	Yes	
183104	9067 - Class B Beer & Class C Wine	XIONG, PHOUA	1705 SHADOWLAWN RD MOSINEE WI 54455		HMONG EGGROLLS					
180908	9068 - Class B Beer & Liquor Reserve	BALLARD, KELLY	1117 N 10TH ST WAUSAU WI 54403		WHITEWATER MUSIC HALL	04/13/2023	06/30/2024	Yes	Yes	
180907	9068 - Class B Beer & Liquor Reserve	BURG, DANIEL	1807 KOWALSKI RD MOSINEE WI 54455		COURTYARD BY MARRIOT	03/27/2023	06/30/2024	Yes	Yes	
180909	9068 - Class B Beer & Liquor Reserve	GREENWOOD, JULIE	183614 MAYFLOWER LN BIRNAMWOOD WI 54414		WOW FAMILY ENTERTAINMENT CENTER	04/04/2023	06/30/2024	Yes	Yes	
180906	9068 - Class B Beer & Liquor Reserve	ZHENG, SAI YUN	709 PARK AVE WAUSAU WI 54403		MASA	03/31/2023	06/30/2024	Yes	Yes	



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181442	9048 - Pawn Broker / 2nd Hand Dealer	,	531 JEFFERSON ST WAUSAU WI 54403		DOWNTOWN PAWN	04/27/2023	06/30/2024	Yes	Yes	
182125	9075 - Cigarette				GANDAKI MART 1				Yes	
182126	9075 - Cigarette	,	802 E WAUSAU AVE WAUSAU WI 54403		GANDAKI MART 1	04/13/2023	06/30/2024		Yes	
182550	9075 - Cigarette	,	2600 LONDON RD EAU CLAIRE WI 54701		AZARA SMOKE N VAPE	05/01/2023	06/30/2024		Yes	
182827	9075 - Cigarette	,	3571 DRISCOLL RD, APT 6 RHINELANDER WI 54501		FAST FUEL WAUSAU	05/12/2023	06/30/2024		Yes	
180692	9075 - Cigarette	,	640 S 3RD AVE WAUSAU WI 54401		C & B SUPER MARKET	04/13/2023	06/30/2024		Yes	
180693	9075 - Cigarette	,	123 E DOTY ST MADISON WI 53703		THE GREAT DANE PUB & BREWING CO.	04/17/2023	06/30/2024		Yes	
180694	9075 - Cigarette	,	3800 EMERALD DR E ONALASKA WI 54650		FESTIVAL FOODS	04/13/2023	06/30/2024		Yes	
180695	9075 - Cigarette	,	PO BOX 901 DEERFIELD IL 60015		WALGREENS #13771	04/13/2023	06/30/2024		Yes	
180696	9075 - Cigarette	,	8565 MAGELLAN PKWY, STE 400 RICHMOND VA 23227		RSTORE #4474	04/12/2023	06/30/2024		Yes	
180697	9075 - Cigarette	,	8565 MAGELLAN PKWY, STE 400 RICHMOND VA 23227		RSTORE #4476	04/12/2023	06/30/2024		Yes	
180698	9075 - Cigarette	,	810 S OTSEGO AVE, STE 102 GAYLORD MI 49735		SWEET FIRE TOBACCO #37	03/27/2023	06/30/2024		Yes	



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180699	9075 - Cigarette	,	1626 OAK ST LA CROSSE WI 54603		KWIK TRIP #601	04/11/2023	06/30/2024		Yes	
180700	9075 - Cigarette	,	1626 OAK ST LA CROSSE WI 54603		TOBACCO OUTLET PLUS #559	04/11/2023	06/30/2024		Yes	
180701	9075 - Cigarette	,	1626 OAK ST LA CROSSE WI 54601-2107		KWIK TRIP #188	04/11/2023	06/30/2024		Yes	
180702	9075 - Cigarette	,	2401 S MEMORIAL DR APPLETON WI 54915		FLEET FARM	04/14/2023	06/30/2024		Yes	
180703	9075 - Cigarette	,	1626 OAK ST LA CROSSE WI 54603		TOBACCO OUTLET PLUS #501	04/11/2023	06/30/2024		Yes	
180704	9075 - Cigarette	,	1626 OAK ST LA CROSSE WI 54603		KWIK TRIP #728	04/11/2023	06/30/2024		Yes	
180705	9075 - Cigarette	,	8565 MAGELLAN PKWY, STE 400 RICHMOND VA 23227		RSTORE #4475	04/12/2023	06/30/2024		Yes	
180706	9075 - Cigarette	,	5101 VERNON AVE S EDINA MN 55436		HOLIDAY GAS	04/18/2023	06/30/2024		Yes	
180707	9075 - Cigarette	,	221657 SILK RD RINGLE WI 54471		THE DOMINO BAR				Yes	
180709	9075 - Cigarette	,	PO BOX 178 WAUSAU WI 54402		THE GLASS STATION	04/03/2023	06/30/2024		Yes	
180710	9075 - Cigarette	,	614 PLUMER ST WAUSAU WI 54403		INTERMISSION	06/01/2023	06/30/2024			
180712	9075 - Cigarette	,	500 VOLVO PARKWAY CHESAPEAKE VA 23320		FAMILY DOLLAR #5629	04/17/2023	06/30/2024		Yes	



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180713	9075 - Cigarette	,	8565 MAGELLAN PKWY, STE 400 RICHMOND VA 23227		RSTORE #4477	04/12/2023	06/30/2024		Yes	
180714	9075 - Cigarette	,	1626 OAK ST LA CROSSE WI 54602		KWIK TRIP #1033	04/11/2023	06/30/2024		Yes	
180715	9075 - Cigarette	,	500 VOLVO PARKWAY CHESAPEAKE VA 23320		FAMILY DOLLAR #32422	04/17/2023	06/30/2024		Yes	
180716	9075 - Cigarette	,	916 TOWNLINE RD WAUSAU WI 54403		TOWNLINE MARKET				Yes	
180718	9075 - Cigarette	,	2201 MADISON ST STEVENS POINT WI 54481		THE STORE #62	04/11/2023	06/30/2024		Yes	
180719	9075 - Cigarette	,	1205 MERRILL AVE WAUSAU WI 54401		GANDAKI MART	03/24/2023	06/30/2024		Yes	
180720	9075 - Cigarette	,	1626 OAK ST LA CROSSE WI 54603		KWIK TRIP #735	04/11/2023	06/30/2024		Yes	
180721	9075 - Cigarette	,	1626 OAK ST LA CROSSE WI 54602-2107		KWIK TRIP #851	04/11/2023	06/30/2024		Yes	
180722	9075 - Cigarette	,	1626 OAK ST LA CROSSE WI 54602-2107		KWIK TRIP #322	04/11/2023	06/30/2024		Yes	
180723	9075 - Cigarette	,	303 SELDEN RD IRON RIVER MI 49935		KRIST FOOD MART #89	04/24/2023	06/30/2024		Yes	
180724	9075 - Cigarette	,	5101 VERNON AVE S EDINA MN 55436		CROSSROADS COUNTY MARKET	04/18/2023	06/30/2024		Yes	
180725	9075 - Cigarette	,	730 E WAUSAU AVE WAUSAU WI 54403		LAMB'S FRESH MARKET	04/14/2023	06/30/2024		Yes	
180726	9075 - Cigarette	,	4611 STEWART AVE WAUSAU WI 54401		WAGNER SHELL 4611	03/30/2023	06/30/2024		Yes	



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180727	9075 - Cigarette	,	8565 MAGELLAN PKWY, STE 400 RICHMOND VA 23227		RSTORE #4495	04/12/2023	06/30/2024		Yes	
180728	9075 - Cigarette	,	PO BOX 901 DEERFIELD IL 60015		WALGREENS #07009	04/13/2023	06/30/2024		Yes	
180729	9075 - Cigarette	,	735 S 3RD AVE WAUSAU WI 54401		KOHLMAN'S INC	04/17/2023	06/30/2024		Yes	
180730	9075 - Cigarette	,	320 W THOMAS ST WAUSAU WI 54401		FAST BREAK MOBIL	05/16/2023	06/30/2024		Yes	
180732	9075 - Cigarette	,	303 SELDEN RD IRON RIVER MI 49935		KRIST FOOD MART #61	04/24/2023	06/30/2024		Yes	
180733	9075 - Cigarette	,	1107 CLEVELAND AVE WAUSAU WI 54401		LIL DEVIL GLASS	04/10/2023	06/30/2024		Yes	
181296	9076 - Tavern Entertainment	,			MATT'S 101 PUB				Yes	
181297	9076 - Tavern Entertainment	,	226020 DEERTAIL LN WAUSAU WI 54401		MATT'S 101 PUB	04/10/2023	06/30/2024		Yes	
183045	9076 - Tavern Entertainment	,	132 N 11TH AVE WAUSAU WI 54401		WHISKEY RIVER BAR & GRILL				Yes	
180753	9076 - Tavern Entertainment	,	1502 N 3RD ST WAUSAU WI 54403		LOPPNOW'S SPORTS BAR	04/10/2023	06/30/2024		Yes	
180754	9076 - Tavern Entertainment	,	1001 GOLF CLUB RD WAUSAU WI 54403		BUNKERS/TRIBUTE GOLF	04/28/2023	06/30/2024		Yes	
180755	9076 - Tavern Entertainment	,	614 PLUMER ST WAUSAU WI 54403		INTERMISSION	06/01/2023	06/30/2024			
180756	9076 - Tavern Entertainment	,	1709 MERRILL AVE WAUSAU WI 54401		LICKITY SPLITZ	04/14/2023	06/30/2024		Yes	



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180757	9076 - Tavern Entertainment	,	PO BOX 116 WAUSAU WI 54402-0116		TIMEKEEPER DISTILLERY	03/28/2023	06/30/2024		Yes	
180758	9076 - Tavern Entertainment	,	PO BOX 243 WAUSAU WI 54402-0243		WHITEWATER MUSIC HALL	04/13/2023	06/30/2024		Yes	
180759	9076 - Tavern Entertainment	,	1905 EDGEWOD DR SCHOFIELD WI 54476		DEN MAR TAVERN	04/12/2023	06/30/2024		Yes	
180760	9076 - Tavern Entertainment	,	123 E DOTY ST MADISON WI 53703		THE GREAT DANE PUB & BREWING CO.	04/17/2023	06/30/2024		Yes	
180761	9076 - Tavern Entertainment	,	408 N 3RD ST WAUSAU WI 54403		MALARKEY'S PUB	04/04/2023	06/30/2024		Yes	
180762	9076 - Tavern Entertainment	,	612 WASHINGTON ST WAUSAU WI 54403		RED EYE BREWING COMPANY	04/28/2023	06/30/2024		Yes	
180763	9076 - Tavern Entertainment	,	828 N 2ND AVE WAUSAU WI 54401		WAUSAU LABOR TEMPLE				Yes	
180764	9076 - Tavern Entertainment	,	220 CARLSON PARKWAY N PLYMOUTH MN 55447		MILWAUKEE BURGER COMPANY	04/13/2023	06/30/2024		Yes	
180765	9076 - Tavern Entertainment	,	5506 LINDA ST WESTON WI 54476		HUTCH'S STUMBLE INN	04/13/2023	06/30/2024		Yes	
180767	9076 - Tavern Entertainment	,	1201 W THOMAS ST WAUSAU WI 54401		TREU'S TIC TOC				Yes	
180768	9076 - Tavern Entertainment	,	102 S 2ND AVE WAUSAU WI 54401		CHATTERBOX	04/10/2023	06/30/2024		Yes	
180769	9076 - Tavern Entertainment	,	218600 HOLTMAN RD STRATFORD WI 54484		LIL OLE WINEMAKER SHOPPE	04/05/2023	06/30/2024		Yes	



Council Date 06/13/2023

License ID	License Typ	Name	Address	Details	Business	Begin Dt	End Dt	Police	PHS	Council
180770	9076 - Tavern Entertainment	,	1703 S 3RD AVE WAUSAU WI 54401		EAGLE'S CLUB	04/18/2023	06/30/2024		Yes	
180771	9076 - Tavern Entertainment	,	307 N 3RD ST WAUSAU WI 54403		CIAO	04/18/2023	06/30/2024		Yes	
180772	9076 - Tavern Entertainment	,	300 N 3RD ST, L01 WAUSAU WI 54403		JALAPENOS MEXICAN RESTAURANT & BAR	04/11/2023	06/30/2024		Yes	
180773	9076 - Tavern Entertainment	,	2002 POPLAR LN WAUSAU WI 54403		GREENWOOD HILLS	06/05/2023	06/30/2024		Yes	
180774	9076 - Tavern Entertainment	,	414 SCOTT ST WAUSAU WI 54403		WAUSAU ELKS LODGE #248	04/14/2023	06/30/2024		Yes	
180775	9076 - Tavern Entertainment	,	4040 TROY ST WAUSAU WI 54403		CALLON STREET PUB	04/12/2023	06/30/2024		Yes	
180777	9076 - Tavern Entertainment	,	201 JEFFERSON ST WAUSAU WI 54403		JEFFERSON STREET INN	04/13/2023	06/30/2024		Yes	
180778	9076 - Tavern Entertainment	,	701 WASHINGTON ST WAUSAU WI 54403		COP SHOPPE PUB	04/14/2023	06/30/2024		Yes	
180779	9076 - Tavern Entertainment	,	1751 CHERRY ST WAUSAU WI 54401		NEWCH'S EATERY	05/24/2023	06/30/2024		Yes	
180781	9076 - Tavern Entertainment	,	818 S 3RD AVE WAUSAU WI 54401		M&R STATION	05/23/2023	06/30/2024		Yes	
180782	9076 - Tavern Entertainment	,	802 FULTON ST WAUSAU WI 54403		PREGAME PUB	04/03/2023	06/30/2024		Yes	
180783	9076 - Tavern Entertainment	,	821 ADAMS ST WAUSAU WI 54403		THE GLASS HAT	04/13/2023	06/30/2024		Yes	
180784	9076 - Tavern Entertainment	,	221 SCOTT ST WAUSAU WI 54403		PEKING RESTAURANT	03/28/2023	06/30/2024		Yes	



Council Date 06/13/2023

License ID	License Typ	Name	Address	Details	Business	Begin Dt	End Dt	Police	PHS	Council
180787	9076 - Tavern Entertainment	,	4331 SILVER LEAF CT APPLETON WI 54913		CHRISTINE'S	04/14/2023	06/30/2024		Yes	
180788	9076 - Tavern Entertainment	,	221657 SILK RD RINGLE WI 54471		THE DOMINO BAR				Yes	
182119	9076 - Tavern Entertainment	DADABO, DAN	802 FULTON ST WAUSAU WI 54403		PREGAME PUB				Yes	
180766	9076 - Tavern Entertainment	JONES, WILLIAM	320 WASHINGTON ST WAUSAU WI 54403		OZ NIGHT CLUB	03/31/2023	06/30/2024		Yes	
181168	9076 - Tavern Entertainment	MEURETTE, MITCHELL	7615 WOODSMOKE ROAD WAUSAU WI 54401		PEKING RESTAURANT				Yes	
181167	9076 - Tavern Entertainment	WEBER, KIMM	3824 N 14TH ST WAUSAU WI 54403		TIMEKEEPER DISTILLERY				Yes	
182167	9078 - Amusement Device	,	123 E DOTY ST MADISON WI 53703		THE GREAT DANE PUB & BREWING CO.				Yes	
180653	9078 - Amusement Device	,	414 SCOTT ST WAUSAU WI 54403		WAUSAU ELKS LODGE #248	04/14/2023	06/30/2024		Yes	
180654	9078 - Amusement Device	,	102 S 2ND AVE WAUSAU WI 54401		CHATTERBOX	04/10/2023	06/30/2024		Yes	
180655	9078 - Amusement Device	,	311 N 3RD ST WAUSAU WI 54403		POLITO'S PIZZA	04/11/2023	06/30/2024		Yes	
180656	9078 - Amusement Device	,	701 WASHINGTON ST WAUSAU WI 54403		COP SHOPPE PUB	04/14/2023	06/30/2024		Yes	
180657	9078 - Amusement Device	,	3829 N 14TH ST WAUSAU WI 54403		BB JACK'S	04/12/2023	06/30/2024		Yes	



Council Date 06/13/2023

License ID	License Typ	Name	Address	Details	Business	Begin Dt	End Dt	Police	PHS	Council
180658	9078 - Amusement Device	,	1703 S 3RD AVE WAUSAU WI 54401		EAGLE'S CLUB	04/18/2023	06/30/2024		Yes	
180659	9078 - Amusement Device	,	4331 SILVER LEAF CT APPLETON WI 54913		CHRISTINE'S	04/14/2023	06/30/2024		Yes	
180660	9078 - Amusement Device	,	151630 ROBIN LN WAUSAU WI 54401		CHELLIS ST PUB	03/27/2023	06/30/2024		Yes	
180661	9078 - Amusement Device	,	1905 EDGEWOD DR SCHOFIELD WI 54476		DEN MAR TAVERN	04/12/2023	06/30/2024		Yes	
180662	9078 - Amusement Device	,	3904 W STEWART AVE WAUSAU WI 54401		WAUSAU MINE COMPANY	03/24/2023	06/30/2024		Yes	
180664	9078 - Amusement Device	,	821 ADAMS ST WAUSAU WI 54403		THE GLASS HAT	04/13/2023	06/30/2024		Yes	
180665	9078 - Amusement Device	,	4040 TROY ST WAUSAU WI 54403		CALLON STREET PUB	04/12/2023	06/30/2024		Yes	
180666	9078 - Amusement Device	,	1751 CHERRY ST WAUSAU WI 54401		NEWCH'S EATERY	05/24/2023	06/30/2024		Yes	
180668	9078 - Amusement Device	,	246 S TAYLOR AVE STE 200 LOUISVILLE CO 80027		NATIONAL ENTERTAINMENT NETWORK	05/08/2023	06/30/2024		Yes	
180669	9078 - Amusement Device	,	1502 N 3RD ST WAUSAU WI 54403		LOPPNOW'S SPORTS BAR	04/10/2023	06/30/2024		Yes	
180670	9078 - Amusement Device	,	226020 DEERTAIL LN WAUSAU WI 54401		MATT'S 101 PUB	03/30/2023	06/30/2024		Yes	
180671	9078 - Amusement Device	,	828 N 2ND AVE WAUSAU WI 54401		WAUSAU LABOR TEMPLE				Yes	



Council Date 06/13/2023

License ID	License Typ	Name	Address	Details	Business	Begin Dt	End Dt	Police	PHS	Council
180673	9078 - Amusement Device	,	1715 W STEWART AVE WAUSAU WI 54401		DAY'S BOWL-A-DOME	03/20/2023	06/30/2024		Yes	
180675	9078 - Amusement Device	,	1206 N 3RD STREET WAUSAU WI 54403		POLACK INN	05/11/2023	06/30/2024		Yes	
180676	9078 - Amusement Device	,	150240 OWL LANE WAUSAU WI 54401		JIM'S CORNER PUB	04/14/2023	06/30/2024		Yes	
180678	9078 - Amusement Device	,	818 S 3RD AVE WAUSAU WI 54401		M&R STATION	05/23/2023	06/30/2024		Yes	
180679	9078 - Amusement Device	,	5506 LINDA ST WESTON WI 54476		HUTCH'S STUMBLE INN	04/13/2023	06/30/2024		Yes	
180680	9078 - Amusement Device	,	221657 SILK RD RINGLE WI 54471		THE DOMINO BAR				Yes	
180681	9078 - Amusement Device	,	802 FULTON ST WAUSAU WI 54403		PREGAME PUB	04/03/2023	06/30/2024		Yes	
180682	9078 - Amusement Device	,	1002 N 3RD AVE WAUSAU WI 54401		NORTH END PUB	04/13/2023	06/30/2024		Yes	
180683	9078 - Amusement Device	,	247307 COUNTY RD W MERRILL WI 54452		BOB & RANDY'S	04/13/2023	06/30/2024		Yes	
180684	9078 - Amusement Device	,	821 STARK ST WAUSAU WI 54403		LIMERICKS PUBLIC HOUSE	06/05/2023	06/30/2024			
180685	9078 - Amusement Device	,	300 N 3RD ST, L01 WAUSAU WI 54403		JALAPENOS MEXICAN RESTAURANT & BAR	04/11/2023	06/30/2024		Yes	
180687	9078 - Amusement Device	,	132 N 11TH AVE WAUSAU WI 54401		WHISKEY RIVER BAR & GRILL				Yes	
180688	9078 - Amusement Device	,	PO BOX 224 SCHOFIELD WI 54476		AFTER SHOCK BAR & GRILL	04/17/2023	06/30/2024		Yes	



Council Date 06/13/2023

License ID	License Typ	Name	Address	Details	Business	Begin Dt	End Dt	Police	PHS	Council
180689	9078 - Amusement Device	,	1001 GOLF CLUB RD WAUSAU WI 54403		BUNKERS/TRIBUTE GOLF	04/28/2023	06/30/2024		Yes	
180690	9078 - Amusement Device	,	1201 W THOMAS ST WAUSAU WI 54401		TREU'S TIC TOC				Yes	
180691	9078 - Amusement Device	,	3 GLENLAKE PARKWAY, FL 5 ATLANTA GA 30328		BUFFALO WILD WINGS	04/26/2023	06/30/2024		Yes	
182118	9078 - Amusement Device	DADABO, DAN	802 FULTON ST WAUSAU WI 54403		PREGAME PUB				Yes	
180672	9078 - Amusement Device	JONES, WILLIAM	320 WASHINGTON ST WAUSAU WI 54403		OZ NIGHT CLUB	03/31/2023	06/30/2024		Yes	
181440	9054 - Amusement Device Distributor	,	246 S TAYLOR AVE STE 200 LOUISVILLE CO 80027			05/08/2023	06/30/2024		Yes	
181441	9054 - Amusement Device Distributor	,	1020 LOMAR DR WAUSAU WI 54401			04/26/2023	06/30/2024		Yes	
182317	9080 - Public Transport Driver New	VANG, NENG	7107 BREHM ST SCHOFIELD WI 54476		NORTHWOODS CAB	04/20/2023	06/30/2023	Yes	Yes	

Total Licenses

240

ORDINANCE OF THE PUBLIC HEALTH & SAFETY COMMITTEE

Amending Section 15.04.020 Building Advisory Board membership, Section 15.12.010 State code adopted, Chapter 15.20 Building Permits, Section 15.52.030 Surfacing, Section 17.08.010 Codes adopted, Section 17.10.030 Third party inspections and reporting systems, Section 17.48.010 Inspection of exits, and Section 23.03.28 Accessory land uses and structures and repealing Section 15.04 Building Inspector, Section 15.04.110 Heating and ventilating inspection, Chapter 15.08 Definitions, Chapter 15.24 Fire Limits, Chapter 15.48 Signs, Section 15.52.040 Screening, Chapter 17.12 Definitions

Committee Action: Approved 5-0

Ordinance Number:

Fiscal Impact:

File Number: 23-0607

Date Introduced: June 13, 2023

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

Add ()

Delete ()

Section 1. That Section 15.04.020 Building Advisory Board membership, is hereby amended to read as follows:

15.04.020 Building Advisory Board membership.

The Building Advisory Board shall consist of the following:

(a) Ex officio members:

Director of Public Works and Utilities;

Fire Chief.

(b) Members appointed by the Mayor, confirmed by the Council:

Two members of the Common Council;

Two citizen architects or engineers;

Section 2. That Section 15.04.100 Building Inspector is hereby repealed.

Section 3. That Section 15.04.110 Heating and ventilating inspector is hereby repealed.

Section 4. That Chapter 15.08 Definitions is hereby repealed.

Section 5. That Section 15.12.010 State code adopted, is hereby amended to read as follows:

15.12.010 State code adopted.

The following provisions of the Wisconsin Administrative Code, so far as applicable, are adopted by reference and incorporated in this chapter as though fully set forth:

WAC SPS 360-366 (Building and Heating, Ventilating and Air Conditioning Code);

WAC SPS 310 (Flammable and Combustible Liquids Code); and

WAC SPS 320-325 (Uniform Dwelling Code).

WAC SPS 327 (Camping Units).

Section 6. That Chapter 15.20 Building Permits, is hereby amended to read as follows:

....

15.20.0320 Plans and specifications.

No building permit shall be issued for any new building or structure until plans and specifications are approved by the Building Inspector. Such plans shall consist of a neat and legible approximate sketch showing the builder's intention and the exact outside dimensions of the building and indicating the type and nature of construction. Specifications shall clearly set forth the manner of construction and the type and nature of the materials to be used. Plans shall be in sufficient detail to show the exact nature of the work to be done and shall include a plot plan showing the location of the building with respect to property lines and they shall remain on file in the files of the Building Inspector.

15.20.025 Delegated Appointed Agent Municipality.

(a) The municipality has adopted the Appointed Agent Municipality Status as described in SPS 361.60 and SPS 382 of the Wisconsin Administrative Code.

(1) Responsibilities. The City shall assume the following responsibilities for the Department of Safety and Professional Services (Department):

(A) Provide inspection of commercial buildings with certified commercial building inspectors.

(B) Provide plan examination of commercial buildings with certified commercial building inspectors.

(b) Plan Examination. Drawings, specifications and calculations for all the types of buildings and structures, except state-owned buildings and structures and other structures exempted in SPS 361.03(3), to be constructed within the limits of the municipality shall be submitted, if the plans are for any of the following:

(1) A new building or structure.

(2) An addition to a building, structure, or building system such as fire

alarm, sprinkler, plumbing, or HVAC system.

- (3) An alteration of a building space, element, or structure. Including alteration of an existing fire alarm system, fire sprinkler system, plumbing system, HVAC system or replacement of equipment or fixtures within those systems.
- (4) A certified or delegated municipality may waive its jurisdiction for the plan review of a specific project or types of projects, or components thereof, in which case plans and specifications shall be submitted to the Department for review and approval.
- (5) The department may waive its jurisdiction for the plan review of a specific project, where agreed to by a certified municipality, in which case plans and specifications shall be submitted to the certified municipality for review and approval.

(c) Plan Submission Procedures. All commercial buildings, structures and alterations, including new buildings and additions require plan submission. Submission can be submitted via electronic or digital media. If plans are approved electronically, two (2) sets of hard copies bearing the approval stamp of the designer is still required to be submitted prior to permit issuance. Alternatively, plan submission is as follows:

- (1) Building permit application
- (2) Application for review – State of Wisconsin forms as applicable based on trade submitted or Municipal Equivalent.
 - (A) Fees per municipal fee schedule
 - (B) Fees apply to all commercial projects
- (3) 1 set of plans with 3 Project cover sheets
 - (A) Signed and sealed per SPS 361.31
 - (B) (1) set of specifications
 - (C) Component and system plans
 - (D) Calculations showing code compliance

Note: Nothing in this code or chs. SPS 361 to 366 is intended to prohibit the submission and acceptance of plans and construction documents in an electronic or digital media. However, if plans are approved electronically, 2 sets of hard copies bearing the approval stamp of the reviewer is still required to be submitted prior to permit issuance.

15.20.0230 Fee schedule.

Fees charged under this chapter shall be as specified in section 3.40.010(a).

Section 7. That Chapter 15.24 Fire Limits is hereby repealed.

Section 8. That Chapter 15.48 Signs is hereby repealed.

Section 9. That Section 15.52.030 Surfacing, is hereby amended to read as follows:

15.52.030 Surfacing.

Any private parking lot as defined above shall be hard surfaced, at grades designated by the City engineer and maintained in a reasonably dustless condition if located within 500 feet of a residence district.

Section 10. That Section 15.52.040 Screening is hereby repealed.

Section 11. That Section 17.08.010 Codes adopted, is hereby amended to read as follows:

17.08.010 Codes adopted.

The following codes as adopted by the State of Wisconsin are by reference made a part of the City fire prevention code along with any subsequent amendments and/or revisions thereto also adopted by the State of Wisconsin:

....

~~(m) NFPA 101—Life Safety Code.~~

Section 12. That Section 17.10.030 Third party inspections and reporting systems, is hereby amended to read as follows:

17.10.030 - Third party inspections and reporting systems.

(a) Inspections and maintenance required.

....

(3) Testing of all backflow prevention assemblies installed and maintained per NFPA & SPS 382.

(b) Qualifications of inspectors. Only qualified personnel shall make inspections or perform testing required by the current edition of State of Wisconsin Fire Prevention Code and the adopted provisions of technical codes. Qualified personnel shall include, but not limited to:

- ~~(1) Personnel who are factory trained and certified for the type and brand of device, equipment, alarm, system, or feature being inspected or tested;~~
- ~~(2) Personnel who are certified by a nationally recognized certification organization approved by the City;~~
- (3) Personnel who are registered, licensed, or certified by the State of Wisconsin or the City of Wausau to perform the required inspections and testing; or
- ~~(4) Personnel of the Fire Department.~~

Section 13. That Chapter 17.12 Definitions is hereby repealed.

Section 14. That Section 17.48.010 Inspection of exits, is hereby amended to read as follows:

17.48.010 Inspection of exits.

Not more than 90 minutes prior to the scheduled commencement of any

noncontinuous activity, event, performance, show, meeting, function, or other occasion for which persons will gather at a ~~Class A or B~~ commercial place of assembly (~~as defined in the 2012 Edition of the Life Safety Code – NFPA No. 101¹~~), the owner (or designee pursuant to written authority, instructions or procedures), shall inspect every required exit, ways of approach thereto, and way of departure therefrom. If such inspection reveals that any required means of egress is obstructed, inaccessible, locked, fastened, or otherwise unsuited for immediate use, the scheduled program shall not begin, nor shall admittance to the place of assembly be permitted, until necessary corrective action has been completed.

~~¹Available from the National Fire Protection Association, NFPA Fulfillment Center, 11 Tracy Drive, Avon, MA 02322; Phone 1-800-344-3555; www.nfpa.org.~~

Section 15. That Section 23.03.28(2) Accessory land uses and structures, is hereby amended to read as follows:

23.03.28 Accessory land uses and structures.

. . . .

- (2) Detached accessory building: Detached buildings accessory to a residential use including but not limited to buildings used to shelter parked passenger vehicles (including garages) and workshops, greenhouses, boathouses, and pool houses.

Regulations:

- (a) One total detached accessory building shall be permitted by right. Attached garages shall not count toward this total.
1. A conditional use permit (section 23.10.32) shall be required for any additional detached accessory building beyond one.
- (b) ~~A combined total of 1,200 square feet of gross floor area of all detached accessory building on the property is permitted by right. For lots larger than one acre, the maximum permitted combined total of gross floor area of all detached accessory building on the property shall be increased by one square foot for every 100 square feet of lot area over one acre. In no instance shall the detached accessory building area exceed the ground floor area of the principal building used for residence. An individual detached accessory building shall not exceed 900 square feet of gross floor area. If additional square footage is necessary, then approval from the Building Advisory Board must be obtained in accordance with WMC title 15.~~ Total of all garage areas, attached and/or detached for dwellings containing less than 3,200 square feet of total floor area shall not exceed 900 square feet.
- (c) Total of all garage areas, attached and/or detached for dwellings containing 3,200 square feet or more of total floor area shall not exceed 1,200 square feet.

(d) Total area of detached garages shall not exceed 900 square feet.

(ee) See article II for detached accessory building maximum building heights.

(ef) Detached accessory buildings are permitted in the rear yard and side yards only. (Detached garages are not permitted in waterfront yards.)

The construction of said garages must be architecturally compatible with that of the principal building. Private garages in excess of the above mentioned square footage may be constructed with prior approval of the Building Advisory Board.

Section 16. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 17. This ordinance shall be in full force and effect on the day after its publication.

Adopted:
Approved:
Published:
Attest:

Approved:

Katie Rosenberg, Mayor

Attest:

Kaitlyn A. Bernarde, Clerk

PUBLIC HEALTH & SAFETY COMMITTEE

Date and Time: Monday, May 15, 2023, at 5:15 pm, (Council Chambers)

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

Others Present: Tara Alfonso, Matt Barnes, Ben Bliven, Jeremy Kopp, Melinda Pauls, Bill Hebert, Travis Lepinski, Tracy Rieger, Kaitlyn Bernarde, Mary Goede, Jamie Polley, Katie Rosenberg

Discussion and possible action on an Ordinance Amending Section 15.04.020 Building Advisory Board membership, Section 15.12.010 State code adopted, Chapter 15.20 Building Permits, Section 15.52.030 Surfacing, Section 17.08.010 Codes adopted, Section 17.10.030 Third party inspections and reporting systems, Section 17.48.010 Inspection of exits, and Section 23.03.28 Accessory land uses and structures and repealing Section 15.04 Building Inspector, Section 15.04.110 Heating and ventilating inspection, Chapter 15.08 Definitions, Chapter 15.24 Fire Limits, Chapter 15.48 Signs, Section 15.52.040 Screening, Chapter 17.12 Definitions

Lisa Rasmussen stated this is essentially a housekeeping item. She explained earlier this year the committee approved Inspections to outsource commercial inspection duties to a third party vendor and these ordinance amendments are necessary to facilitate that process.

Motion by Henke, second by Larson to approve the amendments. Motion carried 5-0.



Memorandum

From: William D. Hebert, Chief Inspector / Zoning Administrator
To: Public Health and Safety
Date: 05/25/2023
Re: Municipal Code Updates WMC Title 15 and 17

The City of Wausau recently became fully delegated by Department of Safety and Professional Services (DSPS) to perform plan reviews for all non-hospital commercial buildings. We have contracted with E-Plan Exam to perform these larger plan reviews for the city.

When Wausau applied for the full commercial building delegation, E-Plan reviewed our building and fire codes that are adopted in WMC Titles 15 and 17. There were several needed updates to these chapters. DSPS conditionally approved our delegation based on the city updating our building and fire codes.

Some of the highlighted proposed changes:

1. Removed definitions so that we can rely on state standard definitions in both building and fire codes.
2. Added language on delegated municipality and what documents are needed for plan review and submittal.
3. Removed the fire district ordinance. The Fire District does not meet state requirements for a uniform building code (Act 270). The modern building codes have built in protections for fire sprinkler and fire alarm requirements.
4. Removed language and cleaned up conflicts with the zoning code. Screening and paving parking lots and sign code standards are in Title 23. Moved garage size regulations from Title 15 to Title 23.
5. Removed sign code language. This is adopted in the building code and is not needed.
6. Removed adoption of NFPA 101 in Title 17. This was above the state standard and is prohibited by Act 270.

Changes in Title 23 will require a public hearing next month at plan commission. Changes in Title 15 and 17 can be approved by PH&S and city council.

ORDINANCE OF PUBLIC HEALTH AND SAFETY COMMITTEE

Creating Section 12.44.055 Block parties.

Committee Action: Approved 4-0

Ordinance Number:

Fiscal Impact: None

File Number: 23-0608**Date Introduced:** June 13, 2023**FISCAL IMPACT SUMMARY**

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

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

Section 1. That the Section 12.44.055 Block parties is hereby created to read as follows:12.44.055 Block parties.

- (a) Granting of Permits. The Director of Public Works and Utilities may issue permits for temporarily detouring users of a specific street for the purpose of allowing its use for block parties and similar types of small, short term recreational functions which are not anticipated to attract a large gathering of public spectators or participants. Gatherings anticipated to attract a large gathering of public spectators or participants or requiring city services beyond those described in this section will be required to comply with and submit an application under the City's Special Events Policy and Procedures and are not eligible for a permit under this section as determined by the Director of Public Works and Utilities. Block for purposes of this section has the same meaning as set forth in section 12.44.070.
- (b) Application and fee. An application for a block party must be completed and submitted to the Engineering Department at least two business days prior to the date of the block party. The fee for a block party permit shall be as stated on the City of Wausau Fees and Licenses Schedule, section 3.40.010(a) and shall accompany the application. An applicant shall certify to the Director of Public Works and Utilities that he/she/it has contacted all residents and businesses abutting the street to be closed and no one has objected to the street closure.

- (c) Closing of streets. The temporary street closing shall be limited to one city block. Permits will not be granted for the closing or detour of federal, state or county trunk highways or connecting highways or where such closure will, or will be likely to cause unreasonable traffic congestion, result in a disturbance of the peace, endanger the public, health welfare and safety, or unreasonably disrupt access to a place of business.
- (d) Responsibilities of the permittee.
 - (1) Acceptance of a permit shall make the applicant primarily liable for damages to persons or property caused by reason of the closing. The City shall not be liable for any damage or injury caused by the street closing.
 - (2) A permittee issued a permit under this section shall notify the police and fire department, bus companies and private ambulance services 24 hours prior to the street closing.
 - (3) The permittee is responsible for the placement of the barricades and advance “Road Closed Ahead” signs provided by the Department of Public Works used to close the streets. Barricades and advance “Road Closed Ahead” signs must be moved into the position approved on the permit by the permittee two hours prior to the beginning of the block party.
 - (4) Barricades and advance “Road Closed Ahead” signs shall be removed from the street and placed on the boulevard area, off the street surface and not obstructing a sidewalk or crosswalk, and shall be placed so as not to shall be visible to motorists.
 - (5) Music or noise levels must be kept at a reasonable level as not to disturb others.
 - (6) Remove all debris, paper, cups, food remains and the like from the street right-of-way prior to 9:00 a.m. on the day following the block party.
- (e) Residential block parties. Block parties held in a residential neighborhood where the attendees are residents of the block and their guests shall start no earlier than 10:00 a.m. and end no later than 10:00 p.m.
- (f) Other block parties. Block parties where the applicant and permittee is a commercial business are subject to the following additional restrictions:
 - (1) Are limited to five hours in length and shall start no earlier than 10:00 a.m. and end no later than 10:00 p.m.
 - (2) Alcohol may be served or sold only by an establishment holding an alcohol beverage license and only within the licensed premises. Open containers of alcohol may not be taken from the licensed premises.
 - (3) The Director of Public Works may place conditions upon the permit that bear a reasonable relationship to requirements existing under state statutes or elsewhere in this Code and may include without limitation, conditions to reasonably control noise, the accumulation of trash or blowing or scattering of trash from the site,

lighting and the disbursement and consumption of alcohol beverages.

- (g) The issuance of an approved permit under this section will stand in place, and in lieu of, a street privilege permit otherwise required under section 12.44.050
- (h) Any person denied a permit may appeal to the board of public works, who shall have the power to review and issue a permit within its discretion in accordance with the provisions of this ordinance.

Section 2. This ordinance shall be in full force and effect on the day after its publication.

Section 3. This ordinance shall automatically repeal on October 31, 2023, at 11:59 pm; no further action shall be required.

Adopted:
Approved:
Published:
Attest:

Approved:

Katie Rosenberg, Mayor

Attest:

Kaitlyn A. Bernarde, Clerk

SPECIAL PUBLIC HEALTH & SAFETY COMMITTEE

Date and Time: Monday, June 5, 2023, at 5:30 pm, (Council Chambers)

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

Members Excused: Chad Henke

Others Present: Anne Jacobson, Kaitlyn Bernarde, Mary Goede, Katie Rosenberg

Lisa Rasmussen stated the special meeting was called to get these items through Council in June in time for the summer season.

Discussion and possible action regarding Creating Ordinance 12.44.055 Block Parties, and Amending §9.04.025(c) Consumption or possession of intoxicants on streets.

Rasmussen stated this came from discussions that staff had with local businesses about street closures. She stated Malarkey's/Townies added the parklet on 3rd Street and would occasionally have an acoustic guitarist standing outside performing. Tyler Vogt, owner, noticed that people listening to the performance would stand or gather between the parklet and the performer off the curb in the parking spaces. There was some concern that people could get hit from vehicles turning the corner from Jefferson Street onto 3rd Street. The discussion was to find a way to close the street during those couple hours while that activity was in progress to keep people safe.

Currently block parties where the street is temporarily closed is only allowed in residential neighborhoods through an application to the Engineering Department and nominal fee. The proposal is to open block party privileges to businesses to close a street for a couple hours and re-open; all in short duration and not to run beyond 10:00 pm. The language is to restrict it from being on major arterial streets or connecting highways. It would be for low traffic streets and not to exceed 5 hours in length.

Tyler Vogt commented often when you travel to other communities the restaurants/bars are able to put on their own corn roast days or their favorite bands, etc. In Wausau most of the events are put on by Wausau Events or the River District and there are a lot of private entities that could help shoulder that ourselves. He did not find anyone opposed to this, there just wasn't a rule to allow it.

Rasmussen stated the ordinance was basically an enabling provision for these small events and are envisioning only a few per year. The committee would like to test it, so it would sunset October 31, 2023 at the end of the season and at the November meeting it will be reviewed and stake holders would be invited to offer feedback before making it permanent.

Doug Diny questioned if there were concerns on how to route traffic specifically on 3rd Street which is a one-way street and if it would be blocking the street during normal business hours.

Rasmussen responded that was one of the considerations in the application process. They will be staff approved rather than go to PH&S Committee and what hours they want and when will be reviewed. She noted this would not be allowed on Scott Street but could be on 3rd Street as long as 4th Street and Jefferson Street stay open. In this particular case if it was happening in front of Malarkey's they would close 3rd Street at the south end but leave the exit open on the north end by the traffic light, so parked cars can get.

Diny questioned if the neighboring businesses would be notified to ensure there were no objections. Clerk Kaitlyn Bernarde pointed out the last thing on the permit application states "The applicant has contacted all residents abutting the street to be closed and no one has objected to the street closure."

Motion by Larson, second by Diny to approve. Motion carried 4-0.

Discussion and possible action regarding authorizing the amendment of fees to the City of Wausau Fees and Licenses Schedule adopted pursuant to Wausau Municipal Code §3.40.010(a).

Rasmussen explained this resolution is for the fee of \$31.50 to cover the cost to process by staff.

Motion by Larson, second by Diny to approved. Motion carried 4-0.

Adjourn

Motion by Larson, second by Diny to adjourn the meeting. Motion carried unanimously. Meeting adjourned at 5:41 pm.

**CITY OF WAUSAU, WISCONSIN APPLICATION
FOR A BLOCK PARTY PERMIT**
\$31.50 fee due with application

This form is to be used only for residential neighborhood block parties and similar small, short term recreational functions. Any other events requiring a street to be closed should contact the Clerk/Customer Service Office for the appropriate permit.

Date of Block Party:	From: am/pm To: am/pm
Street to be closed:	between:

CONDITIONS OF PERMIT APPROVAL:

The applicant shall be responsible for compliance with the following conditions:

1. The block party and street closing shall be limited to one city block. Arterial streets, major collector streets and streets which are bus routes may be unacceptable for block parties.
2. The application must be completed and submitted to the Engineering Department at least two workdays prior to the date of the block party.
3. The Department of Public Works will place barricades on the boulevard area a day or two before the event date. The applicant must move the barricades into position as shown on the map two hours prior to the beginning of the event.
4. Barricades shall be placed at each block end to close the street to vehicular traffic, and advance "Road Closed Ahead" signs shall be placed along the street edge in advance of the closed street.
5. After the block party has ended, the applicant shall place the barricades and advance signs on the boulevard area, off the street surface and not obstructing a sidewalk or crosswalk, and they shall be placed so as not to be visible to motorists.
6. **The block party shall start no earlier than 10:00 a.m. and end no later than 10:00m. Commercial block parties shall be limited to five hours in length.**
7. All debris, paper, cups, food remains, etc, shall be removed from the street right-of-way prior to 9:00 a.m. on the day following the block party.
8. The applicant has contacted all residents abutting the street to be closed and no one has objected to the street closure.

Applicant (print):	Business (if applicable):
Phone:	Address:
Email:	Today's date:

 X ← 60' →	↓ "ROAD CLOSED" SIGNS AT INTERSECTIONS ↓ X X X X	APPROXIMATE LOCATION OF ADVANCE SIGN "ROAD CLOSED AHEAD" ← 60' → X
APPROXIMATE LOCATION OF ADVANCE SIGN "ROAD CLOSED AHEAD"		

APPROVED: _____ DATE: _____

9.04.025 Consumption or possession of intoxicants on streets.

- (a) No person shall consume any intoxicating liquor or fermented malt beverage while in or upon any public street, public parking lot, alley, sidewalk or other public right-of-way, or in or upon The 400 Block. Intoxicating liquor or fermented malt beverages are permitted in or upon The 400 Block and the sidewalks adjoining The 400 Block between the hours of 4:00 p.m. and 11:00 p.m. and during a Class I, II, or III Special Event upon request of the event organizer and as approved under the City's Special Events Policy and Procedures for a period beginning two hours before the time for the Class I, II, or III Special Event and ending one hour after the event if the event closes prior to 4:00 p.m., or such hours beginning before and ending after the event as may otherwise be approved by the Public Health and Safety Committee.
- (b) No person shall be in possession of any open container containing intoxicating liquor or fermented malt beverages on any public street, public parking lot, alley, sidewalk or other public right-of-way or in or upon The 400 Block. Open containers containing intoxicating liquor or fermented malt beverages are permitted in or upon The 400 Block and the sidewalks adjoining The 400 Block, between the hours of 4:00 p.m. and 11:00 p.m. and during a Class I, II, or III Special Event upon request of the event organizer and as approved under the City's Special Events Policy and Procedures for a period beginning two hours before the time for the Class I, II, or III Special Event and ending one hour after the event if the event closes prior to 4:00 p.m., or such hours beginning before and ending after the even as may otherwise be approved by the Public Health and Safety Committee.
- (c) Exemptions from the provisions contained in subsections (a) and (b) of this section may be granted for a special event, upon at least 60 days' advance written request, by the Public Health and Safety Committee and Common Council. Block parties issued an approved block party permit from the Engineering Department are exempt from the provisions of subsection (a) and (b) for the duration of the permit.
- (d) The consumption of any alcohol beverage or possession of a container which is open and contains an alcohol beverage, as defined by Wis. Stats. ch. 125, in any private parking lot or facility held open to the public shall be prohibited unless permission has been granted by the owner or designees and such consumption is not in violation of Wis. Stats. § 125.09(1) of that chapter.

(Ord. 61-5779 (1, 2018; Ord. 61-5771 (1(part), 2018; Ord. 61-5749 (1, 2017; Ord. 61-5714 (1, 2016; Ord. 61-5710 (1, 2016; Ord. 61-5480 (1, 2011, File No. 80-0828; Ord. 61-5441 (1, 2010, File No. 80-0828; Ord. 61-4468 (1, 1980; Ord. 61-4466 (1, 1980.)

(Ord. No. 61-5862 , § 1, 11-10-2020)

RESOLUTION OF THE PUBLIC HEALTH & SAFETY COMMITTEE

Authorizing the addition of fees to the City of Wausau Fees and Licenses Schedule adopted pursuant to Wausau Municipal Code §3.40.010(a) (Block parties)

Committee Action: Approved 4-0

Fiscal Impact: \$31.50 per block party permit

File Number: 13-0309

Date Introduced: June 13, 2023

RESOLUTION

WHEREAS, the Common Council of the City of Wausau has adopted section W.M.C. §12.44.055 Block parties creating the issuance of a permit for the holding of such parties and similar types of small, short term recreational functions; and

WHEREAS, effective implementation of the ordinance requires the adoption of certain fees for the issuance of a permit, and

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

WHEREAS, your Public Health & Safety Committee, at its June 5, 2023, special meeting, recommends that the City adopt a permit fee of \$31.50 under the newly adopted ordinance and incorporate this as part of the City of Wausau Fees and Licenses Schedule.

NOW THEREFORE, BE IT RESOLVED, by the Common Council of the City of Wausau, that a permit fee of \$31.50 is hereby adopted and incorporated into the City of Wausau Fees and Licenses Schedule adopted pursuant to W.M.C. §3.40.010 for permits issued under W.M.C. §12.44.055 Block parties.

Approved:

Katie Rosenberg, Mayor

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

RESOLUTION OF THE WAUSAU WATER WORKS COMMISSION

Declaring Official Intent to Reimburse Expenditures from the Safe Drinking Water Revolving Loan Program for the BIL SFY24 LSL Program in Year 2024.

Committee Action: Approved 4-0

Fiscal Impact: Reimbursement of the cost of engineering services and construction services in the amount of up to \$5,334,000.00.

File Number: 23-0617

Date Introduced: June 13, 2023

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: \$5,334,000.00</i>
	<i>Recurring Costs:</i>	Yes ☐ No ☒	<i>Amount:</i>
SOURCE	<i>Fee Financed:</i>	Yes ☐ No ☐	<i>Amount:</i>
	<i>Grant Financed:</i>	Yes ☐ No ☐	<i>Amount:</i>
	<i>Debt Financed:</i>	Yes ☒ No ☐	<i>Amount: 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, Marathon, County, Wisconsin (the “Municipality”) wishes to undertake a project utilizing the BIL SFY24 LSL Program in year 2024, identified as DNR No. 4930-14 (the “Project”); and

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

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

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

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

Section 1. Expenditure of Funds. The Municipality shall make expenditures as needed from

its funds on hand to pay the costs of the Project until the grants, forgivable loans and/or Bond proceeds become available.

Section 2. Declaration of Official Intent. The Municipality hereby officially declares its intent under Treas. Regs. Section 1.150-2 to reimburse said expenditures with proceeds of the grants, forgivable loans and/or Bonds, the principal amount of which is not expected to exceed \$5,334,000.00.

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

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

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

Passed and adopted this ____ day of _____, 2022.

Approved:

Katie Rosenberg, Mayor

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

RESOLUTION OF THE WAUSAU WATER WORKS COMMISSION

Declaring Official Intent to Reimburse Expenditures from the Clean Water Fund Program for the Rehabilitation of the Cherry Street and Crocker Street Lift Stations in Year 2024.

Committee Action: Approved 4-0

Fiscal Impact: Reimbursement of the cost of engineering services and construction services in the amount of up to \$2.5 million.

File Number: 23-0618

Date Introduced: June 13, 2023

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: \$2.5 million</i>
	<i>Recurring Costs:</i>	Yes ☐ No ☒	<i>Amount:</i>
SOURCE	<i>Fee Financed:</i>	Yes ☐ No ☐	<i>Amount:</i>
	<i>Grant Financed:</i>	Yes ☐ No ☐	<i>Amount:</i>
	<i>Debt Financed:</i>	Yes ☒ No ☐	<i>Amount: Annual Retirement</i>
	<i>TID Financed:</i>	Yes ☐ No ☒	<i>Amount:</i>
	<i>TID Source: Increment Revenue ☐ Debt ☐ Funds on Hand ☐ Interfund Loan ☐</i>		

RESOLUTION

WHEREAS, the City of Wausau, Marathon, County, Wisconsin (the “Municipality”) wishes to undertake a project for the rehabilitation of the Cherry Street and Crocker Street lift stations in year 2024, identified as DNR No. 4138-12 (the “Project”); and

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

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

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

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

Section 1. Expenditure of Funds. The Municipality shall make expenditures as needed from

its funds on hand to pay the costs of the Project until the grants, forgivable loans and/or Bond proceeds become available.

Section 2. Declaration of Official Intent. The Municipality hereby officially declares its intent under Treas. Regs. Section 1.150-2 to reimburse said expenditures with proceeds of the grants, forgivable loans and/or Bonds, the principal amount of which is not expected to exceed \$2.5 million.

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

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

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

Passed and adopted this ____ day of _____, 2022.

Approved:

Katie Rosenberg, Mayor

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

RESOLUTION OF THE WAUSAU WATER WORKS COMMISSION

Declaring Official Intent to Reimburse Expenditures from the Safe Drinking Water Revolving Loan Program to Replace Watermains on Eau Claire Blvd in Year 2024.

Committee Action: Approved 4-0

Fiscal Impact: Reimbursement of the cost of engineering services and construction services in the amount of up to \$600,000.00.

File Number: 23-0619

Date Introduced: June 13, 2023

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: \$600,000.00</i>
	<i>Recurring Costs:</i>	Yes ☐ No ☒	<i>Amount:</i>
SOURCE	<i>Fee Financed:</i>	Yes ☐ No ☐	<i>Amount:</i>
	<i>Grant Financed:</i>	Yes ☐ No ☐	<i>Amount:</i>
	<i>Debt Financed:</i>	Yes ☒ No ☐	<i>Amount: 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, Marathon, County, Wisconsin (the “Municipality”) wishes to undertake a project to replace watermains on Eau Claire Blvd in year 2024, identified as DNR No. 4930-15 (the “Project”); and

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

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

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

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

Section 1. Expenditure of Funds. The Municipality shall make expenditures as needed from

its funds on hand to pay the costs of the Project until the grants, forgivable loans and/or Bond proceeds become available.

Section 2. Declaration of Official Intent. The Municipality hereby officially declares its intent under Treas. Regs. Section 1.150-2 to reimburse said expenditures with proceeds of the grants, forgivable loans and/or Bonds, the principal amount of which is not expected to exceed \$600,000.00.

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

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

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

Passed and adopted this ____ day of _____, 2022.

Approved:

Katie Rosenberg, Mayor

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

RESOLUTION OF THE WAUSAU WATER WORKS COMMISSION

Declaring Official Intent to Reimburse Expenditures from the Clean Water Fund Program to Replace the Sanitary Sewer on Eau Claire Blvd in Year 2024.

Committee Action: Approved 4-0

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

File Number: 23-0620

Date Introduced: June 13, 2023

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: 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, Marathon, County, Wisconsin (the “Municipality”) wishes to undertake a project to replace the sanitary sewer on Eau Claire Blvd in year 2024, identified as DNR No. 4138-?? (the “Project”); and

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

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

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

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

Section 1. Expenditure of Funds. The Municipality shall make expenditures as needed from

its funds on hand to pay the costs of the Project until the grants, forgivable loans and/or Bond proceeds become available.

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

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

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

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

Passed and adopted this ____ day of _____, 2022.

Approved:

Katie Rosenberg, Mayor

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

RESOLUTION OF THE WAUSAU WATER WORKS COMMISSION

Declaring Official Intent to Reimburse Expenditures from the Clean Water Fund Program to Replace the Sanitary Sewer on Washington Street in Year 2024.

Committee Action: Approved 4-0

Fiscal Impact: Reimbursement of the cost of engineering services and construction services in the amount of up to \$600,000.00.

File Number: 23-0621

Date Introduced: June 13, 2023

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: \$600,000.00</i>
	<i>Recurring Costs:</i>	Yes ☐ No ☒	<i>Amount:</i>
SOURCE	<i>Fee Financed:</i>	Yes ☐ No ☐	<i>Amount:</i>
	<i>Grant Financed:</i>	Yes ☐ No ☐	<i>Amount:</i>
	<i>Debt Financed:</i>	Yes ☒ No ☐	<i>Amount: 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, Marathon, County, Wisconsin (the “Municipality”) wishes to undertake a project to replace the sanitary sewer on Washington Street in year 2024, identified as DNR No. 4138-08 (the “Project”); and

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

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

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

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

Section 1. Expenditure of Funds. The Municipality shall make expenditures as needed from

its funds on hand to pay the costs of the Project until the grants, forgivable loans and/or Bond proceeds become available.

Section 2. Declaration of Official Intent. The Municipality hereby officially declares its intent under Treas. Regs. Section 1.150-2 to reimburse said expenditures with proceeds of the grants, forgivable loans and/or Bonds, the principal amount of which is not expected to exceed \$600,000.00.

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

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

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

Passed and adopted this ____ day of _____, 2022.

Approved:

Katie Rosenberg, Mayor

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

RESOLUTION OF THE WAUSAU WATER WORKS COMMISSION

Declaring Official Intent to Reimburse Expenditures from the Clean Water Fund Program to Reroute the Stewart Ave Force Main in Year 2024.

Committee Action: Approved 4-0

Fiscal Impact: Reimbursement of the cost of engineering services and construction services in the amount of up to \$2.2 Million.

File Number: 23-0622

Date Introduced: June 13, 2023

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: \$2.2 Million</i>
	<i>Recurring Costs:</i>	Yes ☐ No ☒	<i>Amount:</i>
SOURCE	<i>Fee Financed:</i>	Yes ☐ No ☐	<i>Amount:</i>
	<i>Grant Financed:</i>	Yes ☐ No ☐	<i>Amount:</i>
	<i>Debt Financed:</i>	Yes ☒ No ☐	<i>Amount: Annual Retirement</i>
	<i>TID Financed:</i>	Yes ☐ No ☒	<i>Amount:</i>
	<i>TID Source: Increment Revenue ☐ Debt ☐ Funds on Hand ☐ Interfund Loan ☐</i>		

RESOLUTION

WHEREAS, the City of Wausau, Marathon, County, Wisconsin (the “Municipality”) wishes to undertake a project to reroute the Stewart Ave force main in year 2024, identified as DNR No. 4138-11 (the “Project”); and

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

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

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

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

Section 1. Expenditure of Funds. The Municipality shall make expenditures as needed from

its funds on hand to pay the costs of the Project until the grants, forgivable loans and/or Bond proceeds become available.

Section 2. Declaration of Official Intent. The Municipality hereby officially declares its intent under Treas. Regs. Section 1.150-2 to reimburse said expenditures with proceeds of the grants, forgivable loans and/or Bonds, the principal amount of which is not expected to exceed \$2.2 million.

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

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

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

Passed and adopted this ____ day of _____, 2022.

Approved:

Katie Rosenberg, Mayor

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

RESOLUTION OF THE WAUSAU WATER WORKS COMMISSION

Declaring Official Intent to Reimburse Expenditures from the Safe Drinking Water Revolving Loan Program to Construct Watermain Looping on Westside in Year 2024.

Committee Action: Approved 4-0

Fiscal Impact: Reimbursement of the cost of engineering services and construction services in the amount of up to \$1 Million.

File Number: 23-0623

Date Introduced: June 13, 2023

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: \$1 Million</i>
	<i>Recurring Costs:</i>	Yes ☐ No ☒	<i>Amount:</i>
SOURCE	<i>Fee Financed:</i>	Yes ☐ No ☐	<i>Amount:</i>
	<i>Grant Financed:</i>	Yes ☐ No ☐	<i>Amount:</i>
	<i>Debt Financed:</i>	Yes ☒ No ☐	<i>Amount: Annual Retirement</i>
	<i>TID Financed:</i>	Yes ☐ No ☒	<i>Amount:</i>
	<i>TID Source: Increment Revenue ☐ Debt ☐ Funds on Hand ☐ Interfund Loan ☐</i>		

RESOLUTION

WHEREAS, the City of Wausau, Marathon, County, Wisconsin (the “Municipality”) wishes to undertake a project to construct watermain looping on westside in year 2024, identified as DNR No. 4930U18 (the “Project”); and

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

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

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

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

Section 1. Expenditure of Funds. The Municipality shall make expenditures as needed from

its funds on hand to pay the costs of the Project until the grants, forgivable loans and/or Bond proceeds become available.

Section 2. Declaration of Official Intent. The Municipality hereby officially declares its intent under Treas. Regs. Section 1.150-2 to reimburse said expenditures with proceeds of the grants, forgivable loans and/or Bonds, the principal amount of which is not expected to exceed \$1 million.

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

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

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

Passed and adopted this ____ day of _____, 2022.

Approved:

Katie Rosenberg, Mayor

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

RESOLUTION OF THE WAUSAU WATER WORKS COMMISSION

Declaring Official Intent to Reimburse Expenditures from the Safe Drinking Water Revolving Loan Program to Construct Watermain on Stettin Dr. to Brockmeyer Park in Year 2024.

Committee Action: Approved 4-0

Fiscal Impact: Reimbursement of the cost of engineering services and construction services in the amount of up to \$1.2 Million.

File Number: 23-0624

Date Introduced: June 13, 2023

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: \$1.2 Million</i>
	<i>Recurring Costs:</i>	Yes ☐ No ☒	<i>Amount:</i>
SOURCE	<i>Fee Financed:</i>	Yes ☐ No ☐	<i>Amount:</i>
	<i>Grant Financed:</i>	Yes ☐ No ☐	<i>Amount:</i>
	<i>Debt Financed:</i>	Yes ☒ No ☐	<i>Amount: Annual Retirement</i>
	<i>TID Financed:</i>	Yes ☐ No ☒	<i>Amount:</i>
	<i>TID Source: Increment Revenue ☐ Debt ☐ Funds on Hand ☐ Interfund Loan ☐</i>		

RESOLUTION

WHEREAS, the City of Wausau, Marathon, County, Wisconsin (the “Municipality”) wishes to undertake a project to construct watermain on Stettin Dr. to Brockmeyer Park in year 2024, identified as DNR No. 4930-21 (the “Project”); and

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

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

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

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

Section 1. Expenditure of Funds. The Municipality shall make expenditures as needed from

its funds on hand to pay the costs of the Project until the grants, forgivable loans and/or Bond proceeds become available.

Section 2. Declaration of Official Intent. The Municipality hereby officially declares its intent under Treas. Regs. Section 1.150-2 to reimburse said expenditures with proceeds of the grants, forgivable loans and/or Bonds, the principal amount of which is not expected to exceed \$1.2 million.

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

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

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

Passed and adopted this ____ day of _____, 2022.

Approved:

Katie Rosenberg, Mayor

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

RESOLUTION OF WAUSAU WATER WORKS – WASTEWATER DIVISION

Reviewing the 2022 Compliance Maintenance Annual Report for the Wastewater Plant

Committee Action: Approved 4-0

Fiscal Impact: There is no fiscal impact to the City.

File Number: 03-0311

Date Introduced: June 6, 2023

RESOLUTION

WHEREAS, Wausau Water Works – Wastewater Division owns, operates, and maintains a public owned treatment works (POTW) in the City of Wausau on Adrian Street, and

WHEREAS, the Utility’s POTW is authorized to discharge to the Wisconsin River under WPDES Permit No. WI-0025739-09, and

WHEREAS, by Wisconsin Administrative Code NR 208, all Wisconsin POTW’s are required to submit a Compliance Maintenance Annual Report (CMAR), and

WHEREAS, Wausau Water Works – Wastewater Division has prepared the attached 2022 CMAR and acknowledges the point total in the report, and

WHEREAS, the City of Wausau is committed to address the actions set forth in the attached 2022 CMAR; now therefore

BE IT RESOLVED that the Common Council of the City of Wausau has reviewed the attached 2022 Compliance Maintenance Annual Report from Wausau Water Works – Wastewater Division and hereby submits the Report as prescribed.

Approved:

Katie Rosenberg, Mayor

Compliance Maintenance Annual Report

Wausau Water Works Ww Treatment Facility

Last Updated: Reporting For:

6/8/2023

2022

Influent Flow and Loading

1. Monthly Average Flows and BOD Loadings

1.1 Verify the following monthly flows and BOD loadings to your facility.

Influent No. 701	Influent Monthly Average Flow, MGD	x	Influent Monthly Average BOD Concentration mg/L	x	8.34	=	Influent Monthly Average BOD Loading, lbs/day
January	3.9146	x	420	x	8.34	=	13,709
February	3.3365	x	307	x	8.34	=	8,547
March	4.0080	x	285	x	8.34	=	9,516
April	5.0542	x	210	x	8.34	=	8,871
May	4.0352	x	234	x	8.34	=	7,875
June	3.6678	x	262	x	8.34	=	8,028
July	3.6901	x	263	x	8.34	=	8,094
August	3.9145	x	268	x	8.34	=	8,761
September	3.6352	x	271	x	8.34	=	8,202
October	3.3799	x	266	x	8.34	=	7,499
November	2.3065	x	268	x	8.34	=	5,146
December	2.2595	x	272	x	8.34	=	5,117

2. Maximum Monthly Design Flow and Design BOD Loading

2.1 Verify the design flow and loading for your facility.

Design	Design Factor	x	%	=	% of Design
Max Month Design Flow, MGD	8.2	x	90	=	7.38
		x	100	=	8.2
Design BOD, lbs/day	17000	x	90	=	15300
		x	100	=	17000

2.2 Verify the number of times the flow and BOD exceeded 90% or 100% of design, points earned, and score:

	Months of Influent	Number of times flow was greater than 90% of	Number of times flow was greater than 100% of	Number of times BOD was greater than 90% of design	Number of times BOD was greater than 100% of design
January	1	0	0	0	0
February	1	0	0	0	0
March	1	0	0	0	0
April	1	0	0	0	0
May	1	0	0	0	0
June	1	0	0	0	0
July	1	0	0	0	0
August	1	0	0	0	0
September	1	0	0	0	0
October	1	0	0	0	0
November	1	0	0	0	0
December	1	0	0	0	0
Points per each		2	1	3	2
Exceedances		0	0	0	0
Points		0	0	0	0
Total Number of Points					0

0

Compliance Maintenance Annual Report

Wausau Water Works Ww Treatment Facility

Last Updated: Reporting For:

6/8/2023

2022

3. Flow Meter

3.1 Was the influent flow meter calibrated in the last year?

- ☒ Yes Enter last calibration date (MM/DD/YYYY)

2021-04-13

- ☐ No

If No, please explain:

New Influent Endress Hauser Mag Meters were calibrated from the factory on 4/13/2021, but not installed and placed into service until 2022. Mag meters will be recalibrated in 2023 to satisfy the 2023 DNR flow meter calibration requirement.

The new Influent Magnetic Flow Meters at the Wausau WWTF have been used for CMAR reporting since November 2022, while the temporary construction Effluent Flow Metering consisting of level over the secondary clarifier splitter box weirs have been used for effluent CMAR reporting as the Secondary Effluent Pumping System with Magnetic Flow Meters had not yet completed construction, startup and systems demonstration. At the startup of the new influent flow meters, they appeared to read low when compared to the temporary effluent flow measuring system, but then it was most evident with the startup of the Secondary Effluent Pumping System when both the influent and effluent flows are being measured thru magnetic flow meters that there was a difference. Looking at both the influent and effluent pump operation, it was determined the influent flow meters were the culprit. There was disbelief the magnetic flow meters with calibrated factory curves would not be reading correctly, until the Application Engineer not involved in the installation of the meters vetted the system to find two wires that were flipped when the meters were terminated. When properly terminated on April 27, 2023, the influent flow readings increased to be in line with the effluent flows. Donohue Engineer, Allen Howe, emailed Basin Engineer Nicholas Lindstrom, on 5/18/2023 with these findings and Nicholas Lindstrom said this will be noted and the WDNR would not be making any adjustments to the CMARs or past DMR's and to please make notes when completing the CMAR or what transpired. Nicholas thanked Allen Howe for his investigation into the matter.

4. Sewer Use Ordinance

4.1 Did your community have a sewer use ordinance that limited or prohibited the discharge of excessive conventional pollutants ((C)BOD, SS, or pH) or toxic substances to the sewer from industries, commercial users, hauled waste, or residences?

- ☒ Yes

- ☐ No

If No, please explain:

4.2 Was it necessary to enforce the ordinance?

- ☒ Yes

- ☐ No

If Yes, please explain:

The City Pretreatment Coordinator used enforcement with one of the SIU's.

5. Septage Receiving

5.1 Did you have requests to receive septage at your facility?

Septic Tanks Holding Tanks Grease Traps

- ☒ Yes

- ☒ Yes

- ☒ Yes

- ☐ No

- ☐ No

- ☐ No

5.2 Did you receive septage at your facility? If yes, indicate volume in gallons.

Septic Tanks

Compliance Maintenance Annual Report

Wausau Water Works Ww Treatment Facility

Last Updated: Reporting For:
6/8/2023 **2022**

● Yes 370,838 gallons ○ No Holding Tanks ● Yes 5,329,111 gallons ○ No Grease Traps ● Yes 399,745 gallons ○ No 5.2.1 If yes to any of the above, please explain if plant performance is affected when receiving any of these wastes. Grease Trap waste tends to create clogging issues in the primary clarifier scum pits. Septic and Holding tank waste received hasn't caused any known problems.	
6. Pretreatment 6.1 Did your facility experience operational problems, permit violations, biosolids quality concerns, or hazardous situations in the sewer system or treatment plant that were attributable to commercial or industrial discharges in the last year? ○ Yes ● No If yes, describe the situation and your community's response. 6.2 Did your facility accept hauled industrial wastes, landfill leachate, etc.? ○ Yes ● No If yes, describe the types of wastes received and any procedures or other restrictions that were in place to protect the facility from the discharge of hauled industrial wastes. No leachate received in 2022	

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

Compliance Maintenance Annual Report

Wausau Water Works Ww Treatment Facility

Last Updated: Reporting For:

6/8/2023

2022

Effluent Quality and Plant Performance (BOD/CBOD)

1. Effluent (C)BOD Results

1.1 Verify the following monthly average effluent values, exceedances, and points for BOD or CBOD

Outfall No. 001	Monthly Average Limit (mg/L)	90% of Permit Limit > 10 (mg/L)	Effluent Monthly Average (mg/L)	Months of Discharge with a Limit	Permit Limit Exceedance	90% Permit Limit Exceedance
January	30	27	12	1	0	0
February	30	27	17	1	0	0
March	30	27	9	1	0	0
April	30	27	6	1	0	0
May	30	27	7	1	0	0
June	30	27	6	1	0	0
July	30	27	5	1	0	0
August	30	27	6	1	0	0
September	30	27	6	1	0	0
October	30	27	5	1	0	0
November	30	27	5	1	0	0
December	30	27	7	1	0	0

* Equals limit if limit is ≤ 10

Months of discharge/yr	12		
Points per each exceedance with 12 months of discharge		7	3
Exceedances		0	0
Points		0	0
Total number of points			0

NOTE: For systems that discharge intermittently to state waters, the points per monthly exceedance for this section shall be based upon a multiplication factor of 12 months divided by the number of months of discharge. Example: For a wastewater facility discharging only 6 months of the year, the multiplication factor is $12/6 = 2.0$

1.2 If any violations occurred, what action was taken to regain compliance?

No violations occurred.

2. Flow Meter Calibration

2.1 Was the effluent flow meter calibrated in the last year?

- ☒ Yes Enter last calibration date (MM/DD/YYYY)

2021-04-08

☐ No

If No, please explain:

New Effluent Endress Hauser Mag Meters were calibrated from the factory on 4/08/2021, but not installed and placed into service until 2022. Mag meters will be recalibrated in 2023 to satisfy the 2023 DNR flow meter calibration requirement.

3. Treatment Problems

3.1 What problems, if any, were experienced over the last year that threatened treatment?

No problems that threatened treatment

4. Other Monitoring and Limits

4.1 At any time in the past year was there an exceedance of a permit limit for any other pollutants such as chlorides, pH, residual chlorine, fecal coliform, or metals?

Compliance Maintenance Annual Report

Wausau Water Works Ww Treatment Facility

Last Updated: Reporting For:
6/8/2023 **2022**

☐ Yes

☒ No

If Yes, please explain:

4.2 At any time in the past year was there a failure of an effluent acute or chronic whole effluent toxicity (WET) test?

☐ Yes

☒ No

If Yes, please explain:

Not that I am aware of.

4.3 If the biomonitoring (WET) test did not pass, were steps taken to identify and/or reduce source(s) of toxicity?

☐ Yes

☐ No

☒ N/A

Please explain unless not applicable:

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

Compliance Maintenance Annual Report

Wausau Water Works Ww Treatment Facility

Last Updated: Reporting For:

6/8/2023

2022

Effluent Quality and Plant Performance (Total Suspended Solids)

1. Effluent Total Suspended Solids Results

1.1 Verify the following monthly average effluent values, exceedances, and points for TSS:

Outfall No. 001	Monthly Average Limit (mg/L)	90% of Permit Limit >10 (mg/L)	Effluent Monthly Average (mg/L)	Months of Discharge with a Limit	Permit Limit Exceedance	90% Permit Limit Exceedance
January	30	27	6	1	0	0
February	30	27	10	1	0	0
March	30	27	6	1	0	0
April	30	27	5	1	0	0
May	30	27	6	1	0	0
June	30	27	6	1	0	0
July	30	27	6	1	0	0
August	30	27	10	1	0	0
September	30	27	10	1	0	0
October	30	27	7	1	0	0
November	30	27	6	1	0	0
December	30	27	7	1	0	0

* Equals limit if limit is ≤ 10

Months of Discharge/yr	12		
Points per each exceedance with 12 months of discharge:		7	3
Exceedances		0	0
Points		0	0
Total Number of Points		0	

NOTE: For systems that discharge intermittently to state waters, the points per monthly exceedance for this section shall be based upon a multiplication factor of 12 months divided by the number of months of discharge.

Example: For a wastewater facility discharging only 6 months of the year, the multiplication factor is $12/6 = 2.0$

1.2 If any violations occurred, what action was taken to regain compliance?

--

0

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

Compliance Maintenance Annual Report

Wausau Water Works Ww Treatment Facility

Last Updated: Reporting For:
6/8/2023 **2022**

Effluent Quality and Plant Performance (Phosphorus)

1. Effluent Phosphorus Results

1.1 Verify the following monthly average effluent values, exceedances, and points for Phosphorus

Outfall No. 001	Monthly Average phosphorus Limit (mg/L)	Effluent Monthly Average phosphorus (mg/L)	Months of Discharge with a Limit	Permit Limit Exceedance
January	1	0.498	1	0
February	1	0.885	1	0
March	1	0.546	1	0
April	1	0.668	1	0
May	1	0.711	1	0
June	1	0.852	1	0
July	1	0.402	1	0
August	1	0.630	1	0
September	1	0.802	1	0
October	1	0.470	1	0
November	1	0.329	1	0
December	1	0.324	1	0
Months of Discharge/yr			12	
Points per each exceedance with 12 months of discharge:				10
Exceedances				0
Total Number of Points				0

0

NOTE: For systems that discharge intermittently to waters of the state, the points per monthly exceedance for this section shall be based upon a multiplication factor of 12 months divided by the number of months of discharge.

Example: For a wastewater facility discharging only 6 months of the year, the multiplication factor is $12/6 = 2.0$

1.2 If any violations occurred, what action was taken to regain compliance?

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

Compliance Maintenance Annual Report

Wausau Water Works Ww Treatment Facility

Last Updated: Reporting For:
6/8/2023 2022

Biosolids Quality and Management

1. Biosolids Use/Disposal

1.1 How did you use or dispose of your biosolids? (Check all that apply)

- ☒ Land applied under your permit
- ☐ Publicly Distributed Exceptional Quality Biosolids
- ☐ Hauled to another permitted facility
- ☐ Landfilled
- ☐ Incinerated
- ☐ Other

NOTE: If you did not remove biosolids from your system, please describe your system type such as lagoons, reed beds, recirculating sand filters, etc.

1.1.1 If you checked Other, please describe:

2. Land Application Site

2.1 Last Year's Approved and Active Land Application Sites

2.1.1 How many acres did you have?

4318.5 acres

2.1.2 How many acres did you use?

466.6 acres

2.2 If you did not have enough acres for your land application needs, what action was taken?

2.3 Did you overapply nitrogen on any of your approved land application sites you used last year?

o Yes (30 points)

● No

2.4 Have all the sites you used last year for land application been soil tested in the previous 4 years?

● Yes

o No (10 points)

o N/A

0

3. Biosolids Metals

Number of biosolids outfalls in your WPDES permit:

3.1 For each outfall tested, verify the biosolids metal quality values for your facility during the last calendar year.

Outfall No. 002 - CLASS B CAKE SLUDGE

Parameter	80% of Limit	H.Q. Limit	Ceiling Limit	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	80% Value	High Quality	Ceiling
Arsenic		41	75			<17			<20			16			4.04		0	0
Cadmium		39	85			1.13			1.28			.792			1.91		0	0
Copper		1500	4300			624			619			1098			1087		0	0
Lead		300	840			19			22			23			22		0	0
Mercury		17	57			.294			.355			.173			.984		0	0
Molybdenum	60		75			16			14			17			33	0		0
Nickel	336		420			35			36			26			31	0		0
Selenium	80		100			<15			<18			<8.32			2.8	0		0
Zinc		2800	7500			588			558			590			639		0	0

Compliance Maintenance Annual Report

Wausau Water Works Ww Treatment Facility

Last Updated: Reporting For:

6/8/2023

2022

Outfall No. 010 - CLASS B LIQUID SLUDGE

Parameter	80% of Limit	H.Q. Limit	Ceiling Limit	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	80% Value	High Quality	Ceiling
Arsenic		41	75									<24					0	0
Cadmium		39	85									.894					0	0
Copper		1500	4300									1061					0	0
Lead		300	840									26					0	0
Mercury		17	57									<1.12					0	0
Molybdenum	60		75									25				0		0
Nickel	336		420									25				0		0
Selenium	80		100									<21				0		0
Zinc		2800	7500									615					0	0

3.1.1 Number of times any of the metals exceeded the high quality limits OR 80% of the limit for molybdenum, nickel, or selenium = 0

Exceedence Points

- 0 (0 Points)
- 1-2 (10 Points)
- > 2 (15 Points)

3.1.2 If you exceeded the high quality limits, did you cumulatively track the metals loading at each land application site? (check applicable box)

- Yes
- No (10 points)

- N/A - Did not exceed limits or no HQ limit applies (0 points)
- N/A - Did not land apply biosolids until limit was met (0 points)

3.1.3 Number of times any of the metals exceeded the ceiling limits = 0

Exceedence Points

- 0 (0 Points)
- 1 (10 Points)
- > 1 (15 Points)

3.1.4 Were biosolids land applied which exceeded the ceiling limit?

- Yes (20 Points)
- No (0 Points)

3.1.5 If any metal limit (high quality or ceiling) was exceeded at any time, what action was taken? Has the source of the metals been identified?

4. Pathogen Control (per outfall):

4.1 Verify the following information. If any information is incorrect, use the Report Issue button under the Options header in the left-side menu.

Outfall Number:	002
Biosolids Class:	B
Bacteria Type and Limit:	Fecal Coliform
Sample Dates:	01/01/2022 - 03/31/2022
Density:	28,561
Sample Concentration Amount:	CFU/G TS
Requirement Met:	Yes
Land Applied:	No
Process:	Anaerobic Digestion
Process Description:	Primary and Secondary Anaerobic Digestion

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Outfall Number:	002	
Biosolids Class:	B	
Bacteria Type and Limit:	Fecal Coliform	
Sample Dates:	04/01/2022 - 06/30/2022	
Density:	7,482	
Sample Concentration Amount:	CFU/G TS	
Requirement Met:	Yes	
Land Applied:	Yes	
Process:	Anaerobic Digestion	
Process Description:	Primary and Secondary Anaerobic Digestion	
Outfall Number:	002	0
Biosolids Class:	B	
Bacteria Type and Limit:	Fecal Coliform	
Sample Dates:	07/01/2022 - 09/30/2022	
Density:	50,351	
Sample Concentration Amount:	CFU/G TS	
Requirement Met:	Yes	
Land Applied:	Yes	
Process:	Anaerobic Digestion	
Process Description:	Primary and Secondary Anaerobic Digestion	
Outfall Number:	002	
Biosolids Class:	B	
Bacteria Type and Limit:	Fecal Coliform	
Sample Dates:	10/01/2022 - 12/31/2022	
Density:	38,947	
Sample Concentration Amount:	CFU/G TS	
Requirement Met:	Yes	
Land Applied:	Yes	
Process:	Anaerobic Digestion	
Process Description:	Primary and Secondary Anaerobic digestion	
4.2 If exceeded Class B limit or did not meet the process criteria at the time of land application. 4.2.1 Was the limit exceeded or the process criteria not met at the time of land application? ☐ Yes (40 Points) ☒ No If yes, what action was taken?		
5. Vector Attraction Reduction (per outfall): 5.1 Verify the following information. If any of the information is incorrect, use the Report Issue button under the Options header in the left-side menu.		

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Outfall Number:	002
Method Date:	03/10/2022
Option Used To Satisfy Requirement:	Volatile Solids Reduction
Requirement Met:	Yes
Land Applied:	No
Limit (if applicable):	>= 38
Results (if applicable):	55.4

Outfall Number:	002
Method Date:	06/23/2022
Option Used To Satisfy Requirement:	Volatile Solids Reduction
Requirement Met:	Yes
Land Applied:	Yes
Limit (if applicable):	>= 38
Results (if applicable):	82.3

Outfall Number:	002
Method Date:	09/22/2022
Option Used To Satisfy Requirement:	Volatile Solids Reduction
Requirement Met:	Yes
Land Applied:	Yes
Limit (if applicable):	>= 38
Results (if applicable):	60.5

Outfall Number:	002
Method Date:	12/15/2022
Option Used To Satisfy Requirement:	Volatile Solids Reduction
Requirement Met:	Yes
Land Applied:	Yes
Limit (if applicable):	>= 38
Results (if applicable):	52.5

Outfall Number:	010
Method Date:	09/22/2022
Option Used To Satisfy Requirement:	Volatile Solids Reduction
Requirement Met:	Yes
Land Applied:	Yes
Limit (if applicable):	>= 38
Results (if applicable):	58.9

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Outfall Number:	010	0
Method Date:	01/19/2023	
Option Used To Satisfy Requirement:	Volatile Solids Reduction	
Requirement Met:	Yes	
Land Applied:	Yes	
Limit (if applicable):	>=38	
Results (if applicable):	49.1	
5.2 Was the limit exceeded or the process criteria not met at the time of land application? o Yes (40 Points) ● No If yes, what action was taken? 		
6. Biosolids Storage 6.1 How many days of actual, current biosolids storage capacity did your wastewater treatment facility have either on-site or off-site? ● >= 180 days (0 Points) o 150 - 179 days (10 Points) o 120 - 149 days (20 Points) o 90 - 119 days (30 Points) o < 90 days (40 Points) o N/A (0 Points) 6.2 If you checked N/A above, explain why. 		0
7. Issues 7.1 Describe any outstanding biosolids issues with treatment, use or overall management: No issues		

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

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Staffing and Preventative Maintenance (All Treatment Plants)

1. Plant Staffing 1.1 Was your wastewater treatment plant adequately staffed last year? ☐ Yes ☒ No If No, please explain: Staffing shortages remain due to a retirement, an unexpected operator death and simply being understaffed. New staff require extensive training and it takes a great amount of time to train them to a point where they can be comfortable with all systems at the plant and take the on-call status. Could use more help/staff for: Yes, The Wastewater Utility completed a staffing needs study in 2022 and the study recommended adding five full time employees, four at the Wastewater plant and one for the Collections System. 1.2 Did your wastewater staff have adequate time to properly operate and maintain the plant and fulfill all wastewater management tasks including recordkeeping? ☐ Yes ☒ No If No, please explain: Time is always a factor to complete task. The City is very fortunate that they employee very dedicated staff that are passionate in the work that they perform and take pride in doing so. We prioritize work and do the best that we can with the small staff we currently have.	
2. Preventative Maintenance 2.1 Did your plant have a documented AND implemented plan for preventative maintenance on major equipment items? ☒ Yes (Continue with question 2) ☐☐ ☐ No (40 points) ☐☐ If No, please explain, then go to question 3: 2.2 Did this preventative maintenance program depict frequency of intervals, types of lubrication, and other tasks necessary for each piece of equipment? ☒ Yes ☐ No (10 points) 2.3 Were these preventative maintenance tasks, as well as major equipment repairs, recorded and filed so future maintenance problems can be assessed properly? ☒ Yes ☒ Paper file system ☐ Computer system ☐ Both paper and computer system ☐ No (10 points)	0
3. O&M Manual 3.1 Does your plant have a detailed O&M and Manufacturer Equipment Manuals that can be used as a reference when needed? ☒ Yes ☐ No	
4. Overall Maintenance /Repairs 4.1 Rate the overall maintenance of your wastewater plant. ☐ Excellent	

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☐ Very good ☒ Good ☐ Fair ☐ Poor Describe your rating: Staff prioritize the maintenance needed to be performed daily.	
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Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

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Operator Certification and Education

1. Operator-In-Charge

1.1 Did you have a designated operator-in-charge during the report year?

- Yes (0 points)
- No (20 points)

Name:

BEN R BROOKS

Certification No:

28418

0

2. Certification Requirements

2.1 In accordance with Chapter NR 114.56 and 114.57, Wisconsin Administrative Code, what level and subclass(es) were required for the operator-in-charge (OIC) to operate the wastewater treatment plant and what level and subclass(es) were held by the operator-in-charge?

Sub Class	SubClass Description	WWTP	OIC		
		Advanced	OIT	Basic	Advanced
A1	Suspended Growth Processes	X			X
A2	Attached Growth Processes				
A3	Recirculating Media Filters				
A4	Ponds, Lagoons and Natural				
A5	Anaerobic Treatment Of Liquid				
B	Solids Separation	X			X
C	Biological Solids/Sludges	X			X
P	Total Phosphorus	X			X
N	Total Nitrogen				
D	Disinfection	X			X
L	Laboratory	X			X
U	Unique Treatment Systems				
SS	Sanitary Sewage Collection	X	NA	NA	NA

0

2.2 Was the operator-in-charge certified at the appropriate level and subclass(es) to operate this plant? (Note: Certification in subclass SS is required 5 years after permit reissuance.)

- Yes (0 points)
- No (20 points)

3. Succession Planning

3.1 In the event of the loss of your designated operator-in-charge, did you have a contingency plan to ensure the continued proper operation and maintenance of the plant that includes one or more of the following options (check all that apply)?

- ☒ One or more additional certified operators on staff
- ☐ An arrangement with another certified operator
- ☐ An arrangement with another community with a certified operator
- ☐ An operator on staff who has an operator-in-training certificate for your plant and is expected to be certified within one year
- ☐ A consultant to serve as your certified operator
- ☐ None of the above (20 points)

If "None of the above" is selected, please explain:

0

4. Continuing Education Credits

4.1 If you had a designated operator-in-charge, was the operator-in-charge earning Continuing Education Credits at the following rates?

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OIT and Basic Certification: ○ Averaging 6 or more CECs per year. ○ Averaging less than 6 CECs per year. Advanced Certification: ● Averaging 8 or more CECs per year. ○ Averaging less than 8 CECs per year.	
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Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

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Financial Management

1. Provider of Financial Information

Name:

Valerie Swanborg

Telephone:

715-261-6646

(XXX) XXX-XXXX

E-Mail Address
(optional):

Valerie.Swanborg@ci.wausau.wi.us

2. Treatment Works Operating Revenues

2.1 Are User Charges or other revenues sufficient to cover O&M expenses for your wastewater treatment plant AND/OR collection system ?

● Yes (0 points) ☐

○ No (40 points)

If No, please explain:

2.2 When was the User Charge System or other revenue source(s) last reviewed and/or revised?
Year:

2022

● 0-2 years ago (0 points) ☐

○ 3 or more years ago (20 points) ☐

○ N/A (private facility)

2.3 Did you have a special account (e.g., CWP required segregated Replacement Fund, etc.) or financial resources available for repairing or replacing equipment for your wastewater treatment plant and/or collection system?

● Yes (0 points)

○ No (40 points)

0

REPLACEMENT FUNDS [PUBLIC MUNICIPAL FACILITIES SHALL COMPLETE QUESTION 3]

3. Equipment Replacement Funds

3.1 When was the Equipment Replacement Fund last reviewed and/or revised?

Year:

2022

● 1-2 years ago (0 points) ☐

○ 3 or more years ago (20 points) ☐

○ N/A

If N/A, please explain:

3.2 Equipment Replacement Fund Activity

3.2.1 Ending Balance Reported on Last Year's CMAR

\$ 2,224,072.01

3.2.2 Adjustments - if necessary (e.g. earned interest, audit correction, withdrawal of excess funds, increase making up previous shortfall, etc.)

\$ 0.00

3.2.3 Adjusted January 1st Beginning Balance

\$ 2,224,072.01

3.2.4 Additions to Fund (e.g. portion of User Fee, earned interest, etc.)

+

\$ 218,427.69

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3.2.5 Subtractions from Fund (e.g., equipment replacement, major repairs - use description box 3.2.6.1 below*)

- \$ 85,537.00

3.2.6 Ending Balance as of December 31st for CMAR Reporting Year

\$ 2,356,962.70

All Sources: This ending balance should include all Equipment Replacement Funds whether held in a bank account(s), certificate(s) of deposit, etc.

3.2.6.1 Indicate adjustments, equipment purchases, and/or major repairs from 3.2.5 above.

Sludge screens= \$11,665.00, Laser-Flo Meter= \$20,198.00 and Chem-Scan Orthophosphate Analyzers= \$53,674.00

3.3 What amount should be in your Replacement Fund? \$ 2,152,683.84

Please note: If you had a CWWP loan, this amount was originally based on the Financial Assistance Agreement (FAA) and should be regularly updated as needed. Further calculation instructions and an example can be found by clicking the SectionInstructions link under Info header in the left-side menu.

3.3.1 Is the December 31 Ending Balance in your Replacement Fund above, (#3.2.6) equal to, or greater than the amount that should be in it (#3.3)?

● Yes

○ No

If No, please explain.

4. Future Planning

4.1 During the next ten years, will you be involved in formal planning for upgrading, rehabilitating, or new construction of your treatment facility or collection system?

● Yes - If Yes, please provide major project information, if not already listed below. ☐ ☐

○ No

Project #	Project Description	Estimated Cost	Approximate Construction Year
1	Northwestern Lift Station	\$200,000	2023
2	Sewer Sliplining (annual)	\$425,000	2022
3	Crocker St. Lift Station	\$200,000	2024
4	Lift Station Forcemain Cleaning	\$200,000	2022
5	Interceptor Line MH Reconstruction	\$750,000	2021
6	Airport Lift Station Bar Screen	\$300,000	2020
7	Plant Upgrade Project	\$20,000,000	2020
8	Plant Upgrade Project	\$30,000,000	2021
9	Plant Upgrade Project	\$30,000,000	2022
10	Industrial Park LS Pump Addition	\$400,000	2020
11	Greenwood Hills Lift Station	\$250,000	2023

5. Financial Management General Comments

No comments

ENERGY EFFICIENCY AND USE

6. Collection System

6.1 Energy Usage

6.1.1 Enter the monthly energy usage from the different energy sources:

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COLLECTION SYSTEM PUMPAGE: Total Power Consumed

Number of Municipally Owned Pump/Lift Stations:

	Electricity Consumed (kWh)	Natural Gas Consumed (therms)
January	40,761	258
February	40,427	167
March	38,512	150
April	42,513	142
May	35,141	113
June	26,255	45
July	22,174	34
August	18,538	26
September	19,771	28
October	20,956	26
November	20,603	30
December	30,100	107
Total	355,751	1,126
Average	29,646	94

6.1.2 Comments:

No Comments

6.2 Energy Related Processes and Equipment

6.2.1 Indicate equipment and practices utilized at your pump/lift stations (Check all that apply):

- ☒ Comminution or Screening
- ☒ Extended Shaft Pumps
- ☒ Flow Metering and Recording
- ☐ Pneumatic Pumping
- ☒ SCADA System
- ☐ Self-Priming Pumps
- ☒ Submersible Pumps
- ☒ Variable Speed Drives
- ☐ Other:

6.2.2 Comments:

No Comments

6.3 Has an Energy Study been performed for your pump/lift stations?

☒ No

☐ Yes

Year:

By Whom:

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Describe and Comment:

6.4 Future Energy Related Equipment

6.4.1 What energy efficient equipment or practices do you have planned for the future for your pump/lift stations?

Two Lift Station upgrades planned annually until all lift stations pumps, control panels, VFD's, flow metering, floats and transducers have all been upgraded.

7. Treatment Facility

7.1 Energy Usage

7.1.1 Enter the monthly energy usage from the different energy sources:

TREATMENT PLANT: Total Power Consumed/Month

	Electricity Consumed (kWh)	Total Influent Flow (MG)	Electricity Consumed/ Flow (kWh/MG)	Total Influent BOD (1000 lbs)	Electricity Consumed/ Total Influent BOD (kWh/1000lbs)	Natural Gas Consumed (therms)
January	285,360	121.35	2,352	424.98	671	24,926
February	279,000	93.42	2,987	239.32	1,166	22,175
March	309,600	124.25	2,492	295.00	1,049	22,797
April	340,200	151.63	2,244	266.13	1,278	24,356
May	531,600	125.09	4,250	244.13	2,178	14,376
June	361,200	110.03	3,283	240.84	1,500	7,078
July	565,200	114.39	4,941	250.91	2,253	6,308
August	273,600	121.35	2,255	271.59	1,007	2,198
September	300,600	109.06	2,756	246.06	1,222	3,238
October	327,000	104.78	3,121	232.47	1,407	6,240
November	290,400	69.20	4,197	154.38	1,881	12,386
December	274,200	70.04	3,915	158.63	1,729	22,134
Total	4,137,960	1,314.59		3,024.44		168,212
Average	344,830	109.55	3,233	252.04	1,445	14,018

7.1.2 Comments:

All New Processes were placed in service in 2022

7.2 Energy Related Processes and Equipment

7.2.1 Indicate equipment and practices utilized at your treatment facility (Check all that apply):

- ☐ Aerobic Digestion
- ☒ Anaerobic Digestion
- ☒ Biological Phosphorus Removal
- ☐ Coarse Bubble Diffusers
- ☒ Dissolved O2 Monitoring and Aeration Control
- ☒ Effluent Pumping
- ☒ Fine Bubble Diffusers
- ☒ Influent Pumping
- ☒ Mechanical Sludge Processing

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- ☒ Nitrification
- ☒ SCADA System
- ☒ UV Disinfection
- ☒ Variable Speed Drives
- ☐ Other:

7.2.2 Comments:

No Comments

7.3 Future Energy Related Equipment

7.3.1 What energy efficient equipment or practices do you have planned for the future for your treatment facility?

Headworks upgrade: New step-screens and energy efficient lighting.

8. Biogas Generation

8.1 Do you generate/produce biogas at your facility?

☐ No

☒ Yes

If Yes, how is the biogas used (Check all that apply):

- ☒ Flared Off
- ☒ Building Heat
- ☒ Process Heat
- ☒ Generate Electricity
- ☐ Other:

9. Energy Efficiency Study

9.1 Has an Energy Study been performed for your treatment facility?

☒ No

☐ Yes

☐ Entire facility

Year:

By Whom:

Describe and Comment:

☐ Part of the facility

Year:

By Whom:

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Describe and Comment:	

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

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Sanitary Sewer Collection Systems

1. Capacity, Management, Operation, and Maintenance (CMOM) Program

1.1 Do you have a CMOM program that is being implemented?

- ☒ Yes
- ☐ No

If No, explain:

1.2 Do you have a CMOM program that contains all the applicable components and items according to Wisc. Adm Code NR 210.23 (4)?

- ☒ Yes
- ☐ No (30 points)
- ☐ N/A

If No or N/A, explain:

1.3 Does your CMOM program contain the following components and items? (check the components and items that apply)

☒ Goals [NR 210.23 (4)(a)]

Describe the major goals you had for your collection system last year:

Finalize specs for gravity main and manhole rehabilitation, maintain the Collection System to avoid sewer backups and blockages.

Pigging and cleaning of the Industrial Park Forcemain and televised.

Did you accomplish them?

- ☒ Yes
- ☐ No

If No, explain:

☒ Organization [NR 210.23 (4) (b)] ☐ ☐

Does this chapter of your CMOM include:

- ☒ Organizational structure and positions (eg. organizational chart and position descriptions)
- ☒ Internal and external lines of communication responsibilities
- ☒ Person(s) responsible for reporting overflow events to the department and the public

☒ Legal Authority [NR 210.23 (4) (c)]

What is the legally binding document that regulates the use of your sewer system?

Wausau Municipal Code, Ch 13

If you have a Sewer Use Ordinance or other similar document, when was it last reviewed and revised? (MM/DD/YYYY) 2009-09-06

Does your sewer use ordinance or other legally binding document address the following:

- ☒ Private property inflow and infiltration
- ☒ New sewer and building sewer design, construction, installation, testing and inspection
- ☐ Rehabilitated sewer and lift station installation, testing and inspection
- ☐ Sewage flows satellite system and large private users are monitored and controlled, as necessary
- ☒ Fat, oil and grease control
- ☒ Enforcement procedures for sewer use non-compliance

☒ Operation and Maintenance [NR 210.23 (4) (d)]

Does your operation and maintenance program and equipment include the following:

- ☒ Equipment and replacement part inventories

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- ☒ Up-to-date sewer system map
- ☒ A management system (computer database and/or file system) for collection system information for O&M activities, investigation and rehabilitation
- ☒ A description of routine operation and maintenance activities (see question 2 below)
- ☐ Capacity assessment program
- ☒ Basement back assessment and correction
- ☒ Regular O&M training

☒ Design and Performance Provisions [NR 210.23 (4) (e)] ☐ ☐

What standards and procedures are established for the design, construction, and inspection of the sewer collection system, including building sewers and interceptor sewers on private property?

- ☒ State Plumbing Code, DNR NR 110 Standards and/or local Municipal Code Requirements
- ☒ Construction, Inspection, and Testing
- ☐ Others:

☒ Overflow Emergency Response Plan [NR 210.23 (4) (f)] ☐ ☐

Does your emergency response capability include:

- ☒ Responsible personnel communication procedures
- ☒ Response order, timing and clean-up
- ☒ Public notification protocols
- ☒ Training
- ☒ Emergency operation protocols and implementation procedures

☒ Annual Self-Auditing of your CMOM Program [NR 210.23 (5)] ☐ ☐

☒ Special Studies Last Year (check only those that apply):

- ☐ Infiltration/Inflow (I/I) Analysis
- ☐ Sewer System Evaluation Survey (SSES)
- ☐ Sewer Evaluation and Capacity Management Plan (SECAP)
- ☒ Lift Station Evaluation Report
- ☐ Others:

0

2. Operation and Maintenance

2.1 Did your sanitary sewer collection system maintenance program include the following maintenance activities? Complete all that apply and indicate the amount maintained.

Cleaning	58.18	% of system/year
Root removal	6	% of system/year
Flow monitoring	0	% of system/year
Smoke testing	0	% of system/year
Sewer line televising	11.8	% of system/year
Manhole inspections	17.9	% of system/year
Lift station O&M	25	# per L.S./year
Manhole rehabilitation	0.8	% of manholes rehabbed
Mainline rehabilitation	0.4	% of sewer lines rehabbed
Private sewer inspections		

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	0	% of system/year
Private sewer I/I removal	0	% of private services
River or water crossings	9.2	% of pipe crossings evaluated or maintained
Please include additional comments about your sanitary sewer collection system below:		
Washington Street Syphon evaluated for replacement in 2022 and scheduled for replacement in 2023-2024. Flushed lines for maintenance.		

3. Performance Indicators

3.1 Provide the following collection system and flow information for the past year.

32.34	Total actual amount of precipitation last year in inches
32.41	Annual average precipitation (for your location)
232.06	Miles of sanitary sewer
25	Number of lift stations
1	Number of lift station failures
3	Number of sewer pipe failures
7	Number of basement backup occurrences
50	Number of complaints
3.6	Average daily flow in MGD (if available)
	Peak monthly flow in MGD (if available)
	Peak hourly flow in MGD (if available)

3.2 Performance ratios for the past year:

0.04	Lift station failures (failures/year)
0.01	Sewer pipe failures (pipe failures/sewer mile/yr)
0.00	Sanitary sewer overflows (number/sewer mile/yr)
0.03	Basement backups (number/sewer mile)
0.22	Complaints (number/sewer mile)
0.0	Peaking factor ratio (Peak Monthly:Annual Daily Avg)
0.0	Peaking factor ratio (Peak Hourly:Annual Daily Avg)

4. Overflows

LIST OF SANITARY SEWER (SSO) AND TREATMENT FACILITY (TFO) OVERFLOWS REPORTED **

Date	Location	Cause	Estimated Volume
0 8/1/2022 8:10:00 AM - 8/1/2022 8:50:00 AM	7113 Stewart Avenue	Equipment Failure	50

** If there were any SSOs or TFOs that are not listed above, please contact the DNR and stop work on this section until corrected.

What actions were taken, or are underway, to reduce or eliminate SSO or TFO occurrences in the future?

5. Infiltration / Inflow (I/I)

5.1 Was infiltration/inflow (I/I) significant in your community last year?

☐ Yes

☒ No

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If Yes, please describe:	
5.2 Has infiltration/inflow and resultant high flows affected performance or created problems in your collection system, lift stations, or treatment plant at any time in the past year? ☐ Yes ☒ No If Yes, please describe:	
5.3 Explain any infiltration/inflow (I/I) changes this year from previous years: No noticeable changes.	
5.4 What is being done to address infiltration/inflow in your collection system? manhole inspections, sewer televising of mains to identify problematic areas of concern.	

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

Compliance Maintenance Annual Report

Wausau Water Works Ww Treatment Facility

Last Updated: Reporting For:
6/8/2023 2022

Grading Summary

WPDES No: 0025739

SECTIONS	LETTER GRADE	GRADE POINTS	WEIGHTING FACTORS	SECTION POINTS
Influent	A	4	3	12
BOD/CBOD	A	4	10	40
TSS	A	4	5	20
Phosphorus	A	4	3	12
Biosolids	A	4	5	20
Staffing/PM	A	4	1	4
OpCert	A	4	1	4
Financial	A	4	1	4
Collection	A	4	3	12
TOTALS			32	128
GRADE POINT AVERAGE (GPA) = 4.00				

Notes:

A = Voluntary Range (Response Optional)

B = Voluntary Range (Response Optional)

C = Recommendation Range (Response Required)

D = Action Range (Response Required)

F = Action Range (Response Required)

Compliance Maintenance Annual Report

Wausau Water Works Ww Treatment Facility

Last Updated: Reporting For:
6/8/2023 2022

Resolution or Owner's Statement

Name of Governing
Body or Owner:

City of Wausau

Date of Resolution or
Action Taken:

2023-06-13

Resolution Number:

03-0311

Date of Submittal:

ACTIONS SET FORTH BY THE GOVERNING BODY OR OWNER RELATING TO SPECIFIC CMAR SECTIONS (Optional for grade A or B. Required for grade C, D, or F):

Influent Flow and Loadings: Grade = A

Effluent Quality: BOD: Grade = A

Effluent Quality: TSS: Grade = A

Effluent Quality: Phosphorus: Grade = A

Biosolids Quality and Management: Grade = A

Staffing: Grade = A

Operator Certification: Grade = A

Financial Management: Grade = A

Collection Systems: Grade = A

(Regardless of grade, response required for Collection Systems if SSOs were reported)

The one and only SSO event that occurred in 2022 was resolved by a programming change at the 72nd lift station control panel. This program change allowed only one pump to run at any given time so it would not overwhelm the existing forcemain. Forcemain replacement is scheduled for 2024.

ACTIONS SET FORTH BY THE GOVERNING BODY OR OWNER RELATING TO THE OVERALL GRADE POINT AVERAGE AND ANY GENERAL COMMENTS

(Optional for G.P.A. greater than or equal to 3.00, required for G.P.A. less than 3.00)

G.P.A. = 4.00

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

CONFIRMATION OF MAYOR'S APPOINTMENTS

to Boards, Commissions and Committees: *CIP Committee, and Community Development Authority*

File Number: 23-0603

Date Introduced: June 13, 2023

CAPITAL IMPROVEMENT PROJECTS (CIP) COMMITTEE

Gary Gisselman
*Replacing Becky McElhaney

407 Grant St

Term of Office

715-848-5160

COMMUNITY DEVELOPMENT AUTHORITY

Patrick Gosz (1)
*New (replacing Andy Witt)

117 Windtree Dr

Term Exp 4/30/2027

715-203-2379

- (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

Office of the Mayor
Katie Rosenberg



TEL: (715) 261-6800
FAX: (715) 261-6808

MEMORANDUM

DATE: May 30, 2023
TO: Mary Goede, Deputy City Clerk
FROM: Katie Rosenberg
RE: Appointment

Please place the following appointment on the city council agenda for Tuesday, June 13, 2023:

CAPITAL IMPROVEMENT PROJECTS COMMITTEE

Gary Gisselman (Replacing Becky McElhaney)
407 Grant St
Wausau, WI 54403
715-848-5160
Gary.gisselman3@ci.wausau.wi.us
Term ends: Term of office

Office of the Mayor
Katie Rosenberg



TEL: (715) 261-6800
FAX: (715) 261-6808

MEMORANDUM

DATE: May 24, 2023
TO: Mary Goede, Deputy City Clerk
FROM: Katie Rosenberg
RE: Appointments to various Boards, Committees, and Commissions

Please place the following appointments on the city council agenda for Tuesday, June 13, 2023:

COMMUNITY DEVELOPMENT AUTHORITY

Patrick Gosz (New appointment – 1, replacing Andy Witt)
117 Windtree Dr
Wausau WI 54401
715-203-2379
pggosz@gmail.com
Term ends 4/30/2027



Citizen Participation Form

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

Contact Information

First Name *

Patrick

Last Name *

Gosz

Address *

Street Address

117 Windtree Drive

Address Line 2

City

Wausau

Postal / Zip Code

54401

State / Province / Region

WI

Country

United States

Phone *

(715)203-2379

Email *

pggosz@gmail.com

Years as a Wausau Resident, if applicable *

50

Occupation/Employer, if applicable

Retired

Business Information

Business Name

Address

Street Address

Address Line 2

City

State / Province / Region

Postal / Zip Code

Country

Boards, Commission and/or Committee Information

Which Boards, Commissions and/or Committees interest you?

Board, Commission and/or Committee

Community Development Authority

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

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

I am interested in serving on the Community Development Authority so I can play a role in making Wausau a better place to live. Although Wausau is already a great place to live, we can never stand still. There is a continuing need to address short term and long term matters to maintain and enhance the social and economic vitality of Wausau.

What qualifications can you bring to these Committees? *

I have a degree in accounting from UW-Oshkosh and passed the CPA exam in 1974. I worked as an insurance company tax accountant for 27 years before working as a trust administrator for 21 years. I have considerable experience analyzing financial statements and spreadsheets and enjoy that sort of work.

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

None

Other Community Involvement

Treasurer and board member of the Marathon County

Historical Society

Treasurer and board member of Wausau Area Mobile Meals

Vice President of Wausau Kiwanis Golden K

References(Please Include 3)

Reference

First Name *

Mike

Last Name *

Beck

Address *

Street Address

[REDACTED]

Address Line 2

City

Wausau

Postal / Zip Code

54401

State / Province / Region

WI

Country

United States

Phone *

[REDACTED]

Relationship to You *

Neighbor, Friend

Additional Information

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

Attachment(s)

Limit to 3 upload files

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

RESOLUTION OF THE ECONOMIC DEVELOPMENT COMMITTEE

Approving Sale of Assets (tangible personal property and/or fixtures) of Bull Falls Brewery, LLC, located at 836 and 900 East Thomas Street in TID #9, by auction

Committee Action: Approved 4-0

Fiscal Impact:

File Number: 12-1115

Date Introduced: June 13, 2023

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 November 13, 2012, the Common Council approved the City of Wausau ("CITY") entering into a Development Agreement with Bull Falls Brewery, LLC, ("Bull Falls") to expand its production operations as a local craft brewer; the City created Tax Incremental District #9 on September 26, 2012, pursuant to the provisions of Section 66.1105, Wis. Stats., to provide developer with a \$200,000 Grant and a \$400,000 Loan to acquire three properties, build a manufacturing addition, add a parking lot and renovate the tap room to add 5 FTE's, triple the commercial value of the property and eliminate blight in the neighborhood; and further, to provide \$7,000 in utility relocation work; and

WHEREAS, on November 23, 2012, the CITY and Bull Falls executed a Development Agreement with supporting loan documentation, paragraph 4.I.ii. of which states that no property within the development properties be sold, transferred or conveyed unless Bull Falls provides CITY written notice of intent to transfer the property at least 30 days before the sale, transfer or conveyance is to occur, and the CITY has approved such sale or disposition in writing; and

WHEREAS, the Common Council, on August 11, 2015, authorized amendments to the development agreement, removing the requirements of audited financial statements and a guaranty of a minimum equalized value of \$1.6 million and payment in lieu of this value if not met; Bull Falls will pay taxes on the assessed value from 2015 forward; and

MINUTES

Economic Development Committee Meeting

Date / Time: Tuesday, June 6, 2023, at 5:15 P.M. | **Meeting called to order by** Watson at 5:15 P.M.

In Attendance

Members Present: Sarah Watson (C), Tom Kilian, Lisa Rasmussen, Carol Lukens

Members Absent: Chad Henke

Others Present: Shannon Graff, Tammy Stratz, Liz Brodek, Alder Doug Diny, Sean Wright – Executive Director Grand Theater, Tom Neal (Citizen), Atty. Anne Jacobson, Maryanne Groat (Webex), Mayor Katie Rosenberg, Anna Dybdahl and Joe Ellis – JEM, Robert Barteck

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

Agenda Item 9 – Discussion and possible action approving the sale of tangible personal property and fixtures of Bull Falls Brewery, LLC located at 836 and 900 East Thomas Street in TID #9 (Jacobson)

Jacobson noted Bull Falls contacted the city to request approval to sell their tangible assets, not the real-estate, by auction which was required per the development agreement. Jacobson noted the real-estate would be sold at a later time and the proceeds from the sale of the tangible assets will be held in trust until the real-estate is sold and its determined who has priority in receipt of the proceeds.

Kilian asked if there was anything in the development agreement in terms of any specific type of claw back with assets that might trump the process being described. Atty. Jacobson responded that the City has personal guarantees from Don and Mike Zamzow and the City also secured life insurance policies in case either of them passed during the term of the development agreement in addition to the UCC Financial statement and the mortgage so Atty. Jacobson felt the City protected themselves as best they could. She noted there is the possibility of enforcing the personal guarantee still remains if the that is something council would desire to pursue. Kilian asked if Atty Jacobson had any recommendation in regard to that and she responded that she thinks it's too soon for a recommendation on that and if she did have one, it's probably not one she'd be willing to share with the council publicly at this time.

*Rasmussen moved to approve authorization for the auction, seconded by Lukens. **Approved Unanimously 4-0***

WHEREAS, the Common Council, on January 24, 2017, authorized changes to extend the amortization of City financing by 60 months, from 10 years to 15 years, to facilitate their refinancing of existing debt and continued operations and future growth; and

WHEREAS, on May 24, 2023, the City received a request from Bull Falls to approve the sale of its brewery assets (tangible personal property and/or fixtures) by way of auction, the proceeds of which will be held in trust and distributed pursuant to priority of lien after the payment of ordinary and customary costs of the auction itself.

NOW, THEREFORE, BE IT RESOLVED, that the Common Council authorizes the sale of the brewery assets, both personal property and fixtures, of Bull Falls Brewery, LLC, by auction, with the proceeds from such sales to be held in trust and distributed pursuant to the priority of lien after the payment of ordinary and customary costs of the auction itself.

Approved:

Katie Rosenberg, Mayor

PARTNERS:

CHARLES J. HERTEL
JOHN A. ST. PETER
PAUL W. ROSENFELDT
BRIAN D. HAMILL
MATTHEW PARMENIER
HEATH G. MYNSBERGE
JESSICA E. SLAVIN

RETIRED:

TIMOTHY M. DEMPSEY
A.D.(DAN) EDGARTON
ROBERT V. EDGARTON
RONALD L. PETAK
TERRENCE J. BYRNE
RONALD P. HAMMER



DEMPSEY LAW

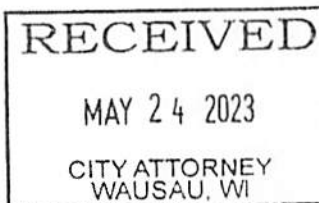
ASSOCIATES:

ELIZABETH A. HARTMAN
ALANA BUSCH-ELL
ALEX R. ACKERMAN
LEE D. TURONIE
NATHANIEL J. VERVELDE
JAMES D. MILLER
EVAN M. SEIBEL
SAMUEL J. S. MOHEBAN
CHUE N. XIONG

OF COUNSEL:

WILLIAM E. BUCHHOLZ
RYAN M. PLISCH
CHRISTOPHER J. PENZA
SAMUEL W. JACK

May 22, 2023

**VIA CERTIFIED MAIL**

Toni Rayala, Clerk
Clerk's Office
407 Grant Street
Wausau, WI 54403

Heather Wessling, Assistant Director of Community Development
Community Development Department Office
407 Grant Street
Wausau, WI 54403

Re: Bull Falls Brewery Development Project
Development Agreement between the City of Wausau (the "City") and Bull Falls
Brewery, LLC, Dated November 6, 2012 (the "Agreement")

Dear Clerk,

I represent Bull Falls Brewery, LLC ("Bull Falls"), in the above-referenced matter. Please direct all further communication regarding this matter to my attention. As you are no doubt aware, Bull Falls has been contending with financial difficulties for many years. While it continues to seek out options to remain operational and take care of its obligations to the City and others, they must simultaneously prepare for the possibility that remaining operational is impossible. As such, Bull Falls has retained an auctioneer who specializes in the sale of breweries to sell the assets of Bull Falls individually or together with the real estate in a turn-key fashion.

Section 4.Lii of the Agreement provides that Bull Falls must provide the City written notice of its intent to transfer the property at least thirty (30) days before the sale, transfer, or conveyance is to occur and the City has approved of such sale or disposition in writing before it is to occur. I am writing today to seek your permission for ✓ the sale of the brewery assets (tangible personal property and/or fixtures) of Bull Falls via auction. All proceeds from such sales shall be held in trust (by the auction company or our firm) and shall be distributed pursuant to priority of lien after the payment of ordinary and customary costs of the auction itself.

At this juncture the real estate is also being offered for sale but will not be sold or otherwise transferred unless and until Bull Falls has complied with the provision of Section 4.Lii, including the requirement to provide written evidence to the City that the buyer has agreed to be bound by the terms of the Agreement. We will contact you regarding the real estate if and when we have an offer on the same.

{07921409.DOCX.1}

Fond du Lac
10 Forest Avenue, Suite 200
Fond du Lac, WI 54935
920-922-0470

De Pere
2079 Lawrence Drive
De Pere, WI 54115
920-235-7300

Waupun
95 S Harris Avenue
Waupun, WI 53983
920-324-9736

Wausau
500 3rd Street, Suite 420
Wausau, WI 54403
715-848-2966

Black River Falls
132 Main Street
Black River Falls, WI, 54615
715-670-0048

Oshkosh
210 N. Main Street, Suite 100
Oshkosh, WI 54901
920-235-7300

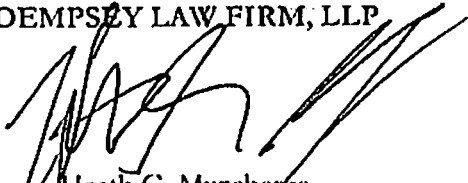
May 22, 2023

Pg. 2

If you have any questions or concerns regarding the foregoing, please advise. Thank you for your attention to this matter and your anticipated cooperation so that, if necessary, my client is able to complete the orderly sale of its assets for the benefit of its secured creditors.

Sincerely,

DEMPSKY LAW FIRM, LLP



Heath G. Mynsberge
hgm@dempseyllp.com

Cc: Client (via email)

{07921409.DOCX.1}

Fond du Lac
10 Forest Avenue, Suite 200
Fond du Lac, WI 54935
920-922-0470

De Pere
2079 Lawrence Drive
De Pere, WI 54115
920-235-7300

Waupun
95 S Harris Avenue
Waupun, WI 53983
920-324-9736

Wausau
500 3rd Street, Suite 420,
Wausau, WI 54403
715-848-2966

Black River Falls
132 Main Street
Black River Falls, WI 54615
715-670-0048

Oshkosh
210 N. Main Street, Suite 100
Oshkosh, WI 54901
920-235-7300

**DEVELOPMENT AGREEMENT
BETWEEN THE CITY OF WAUSAU AND BULL FALLS BREWERY**

THIS AGREEMENT is made this 23 day of November 2012 by and between the City of Wausau, a municipal corporation of the State of Wisconsin, hereinafter referred to as "CITY," and Bull Falls Brewery, LLC, a Wisconsin limited liability company hereinafter referred to as "Bull Falls Brewery".

WITNESSETH:

WHEREAS, CITY is dedicated to improving neighborhoods by participating in public/private partnerships by investing in ventures that will increase commercial tax base, furnish employment positions with benefits, and help establish a local competitive advantage in the craft brew industry, which is an industry experiencing high growth trends in Wisconsin; and

WHEREAS, Bull Falls Brewery, one of Wausau's craft brewers, wishes to acquire property and expand its production operations (the "Development Project") on its existing property commonly known as 901 East Thomas Street, Wausau and certain additional adjoining properties (the "Development Properties"); and

WHEREAS, pursuant to the provisions of Section 66.1105, Wis. Stats., CITY created Tax Incremental District #9 on September 26, 2012 ("TIF District") with boundaries incorporating the Development Properties, as shown in the City of Wausau Tax Increment District Nine Project Plan ("TIF Project Plan"), which TIF Project Plan provides in part for the financing of certain public works and infrastructure and related aesthetics and contributions to the Development Project relating to the TIF District; and

WHEREAS, Bull Falls Brewery's growing presence will increase the economic benefits to the City of Wausau and to the State of Wisconsin in terms of tourism dollars, supply chain benefits to the region, and an increase in the demand for other tourist related amenities; and

WHEREAS, CITY staff and the members of the CITY Council have carefully considered how best to effectuate the redevelopment and improvement of the Development Properties, all in the public interest, which efforts have been reciprocated by and joined in by Bull Falls Brewery and its various agents and representatives; and

WHEREAS, CITY desires the Development Project to proceed for the reasons set forth above and ultimately to provide increased tax revenues for CITY and various taxing bodies authorized to levy taxes within the TIF District and CITY; and

WHEREAS, in order to induce Bull Falls Brewery to undertake the Development Project, CITY has agreed to pay for certain costs included in the TIF Project Plan through the use of existing municipal funds and/or the use of borrowed funds and to provide other assistance to Bull Falls Brewery as provided by this Agreement, all in accordance with the terms and conditions of this Agreement; and

WHEREAS, CITY and Bull Falls Brewery wish to set forth in this Agreement their respective commitments, understandings, rights and obligations in connection with the Development Project as more fully described herein; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein exchanged, and other good and valuable consideration, the receipt and sufficiency of which the parties hereto agree as follows:

1. GENERAL PURPOSE

- A. Incorporation of Proceedings and Exhibits. All motions adopted, approvals granted, minutes documenting such motions and approvals, and plans and specifications submitted in conjunction with any and all approvals as granted by CITY, including but not limited to adopted or approved plans or specifications on file with CITY, and further including but not limited to all exhibits as referenced herein, are incorporated by reference herein and are deemed to be the contractual obligation of Bull Falls Brewery whether or not herein enumerated.
- B. Implementation Schedule and Time of the Essence. All phases and schedules which are the subject of approvals, or as set forth herein, shall be governed by the principle that time is of the essence, and modification or deviation from such schedules shall occur only upon approval of CITY, or agent of the same having appropriate jurisdictional authority.
- C. Implementation Schedule and Time of the Essence. All phases and schedules which are the subject of approvals, or as set forth herein, shall be governed by the principle that time is of the essence, and modification or deviation from such schedules shall occur only upon approval of CITY, or agent of the same having appropriate jurisdictional authority.
- D. Entire Agreement. This writing including all Exhibits and Schedules hereto, and the other documents and agreements referenced herein, constitutes the entire Agreement between the parties hereto in respect to the Development Project and all prior letters of intent or offers, if any, are hereby terminated. However, this Agreement shall be deemed and read to include and incorporate such minutes, approvals, plans, and specifications, as referenced in this Agreement, and in the event of a conflict between this Agreement and any action of CITY, granting approvals or conditions attendant with such approval, the specific action of CITY shall be deemed controlling.
- E. Land Affected. The parties acknowledge that the development Project will encompass and/or affect the following real property, all of which will be within the boundaries of the TIF District: the Development Properties and certain public streets and rights-of-way serving the Development Properties.
- F. Purpose of the Agreement. In order to cause the development Project to occur and to induce Bull Falls Brewery to undertake the Development Project, to eliminate blighted conditions on the Development Properties, promote community development, industry and job creation and to expand and enhance

the tax base within the CITY, CITY intends to undertake certain project costs and public improvements necessary for the Development Project, all as set forth in this Agreement. CITY intends to recover certain of its costs through payments received under this Agreement including increased tax revenues generated by the Development Properties. The parties intend to enter into this Agreement to record the understandings and undertakings of the parties and to provide a framework within which the Development Project may proceed.

2. BULL FALL'S BREWERY PROJECT DESCRIPTION

- A. Acquisition of real property commonly known as 836, 900 and 906 East Thomas street; combination of these parcels with other parcels including vacated rights of way and an alleyway to create a site consisting of approximately 1.72 acres, with a general boundary description as set forth in Exhibit A, attached hereto and incorporated herein by reference.
- B. Design, development and construction of an addition to the current building located at 901 East Thomas Street (the "Existing Building") consisting of approximately 8,052 square feet of production facility and a new 23,400 square foot parking area consisting with landscape features in accordance with the CITY approved site plan attached hereto as Exhibit B, and incorporated herein by reference;
- C. Renovation of the existing Bull Falls Brewery tap room in the existing building which is 550 square feet, and currently occupied by the existing brew system is transitioning to a retail tap room. This renovation will permit wrapping the granite bar around into the new space providing additional bar seating and table seating. The tap room completion is committed for renovation after the new brewery is determined to be operational.

3. OBLIGATIONS OF CITY

- A. Bull Falls Brewery Incentive Grant – Property Acquisition. Bull Falls Brewery proposes to acquire real property commonly known as 836 and 900 East Thomas Street (having already acquired 906). As an Incentive to Bull Falls Brewery to undertake the redevelopment of the Development Properties through the construction of the Development Project, If Bull Falls Brewery enters into binding agreements to acquire such parcels, CITY agrees to make a payment on behalf of Bull Falls Brewery in an amount up to \$100,000 to pay on behalf of or reimburse Bull Falls Brewery for costs of the acquisition of such parcels (the "Property Acquisition Grant"); provided, however, that such payment shall only be made upon satisfaction of all of the conditions set forth in Section 5 hereof.
- B. Bull Falls Brewery Incentive Grant – Site Demolition and Preparation. Bull Falls Brewery proposes to demolish existing structures on the Development Properties deemed blighted by CITY and prepare these sites for the construction of the expanded production facilities and parking. As an Incentive to Bull Falls

Brewery to undertake the redevelopment of the Development Properties through the construction of the Development Project, if Bull Falls Brewery enters into binding agreements to demolish existing structures on the Development Properties and prepare these sites for construction, CITY agrees to make one or more payments on behalf of Bull Falls Brewery up to a total aggregate in an amount of \$100,000 to pay on behalf of or reimburse Bull Falls Brewery for costs of such demolition and site preparation (the "Site Prep Grant"); provided, however, that such payment shall only be made upon satisfaction of all of the conditions set forth in Section 5 hereof.

C. Project Loan. Bull Falls Brewery proposes to undertake the design and construction of an approximately 8,352 square foot production facility addition to its Existing Building and to construct a new 23,400 square foot parking area with landscape features adjoining this facility. As an incentive to Bull Falls Brewery to undertake this work, CITY agrees to make available one or more loans Bull Falls Brewery on terms and conditions satisfactory to the CITY in all respects (the "Loan"), which will contain following principal terms:

- i. Loan Amount: \$400,000.00;
- ii. Interest Rate: rate equivalent to rate charged CITY to obtain a \$400,000.00 TIF financed loan;
- iii. So long as Bull Falls Brewery is not in default under the terms of this Agreement, the loan, or under any obligations owed to the CITY or any third party lender, no repayment will be required until the earlier to occur of the second anniversary of the making of the loan or January 1, 2015;
- iv. Repayment of the principal and interest will be amortized over a period of ten years (an example cash flow statement is attached hereto as Exhibit C, and incorporated herein by reference solely for informational purposes to show the anticipated repayment of this loan);
- v. Repayment of the Loan will be secured by a mortgage on the Development Properties in a form satisfactory to the CITY in all respects;
- vi. Repayment of the Loan will be secured by the unlimited and unconditional personal guaranty of each of Donald Zamzow and Michael Zamzow in a form satisfactory to the CITY in all respects;
- vii. Repayment of the Loan will be secured by a collateral pledge of life insurance on the life of Michael Zamzow issued by a life insurance company and in amounts satisfactory to CITY in all respects;
- viii. Bull Falls Brewery shall, no later than May 1 of each calendar year while any obligations are owed to CITY hereunder or under the Loan, submit to CITY annual reviewed financial statements prepared in accordance with generally accepted accounting principles, and otherwise acceptable to CITY, and within 30 days following each calendar quarter during this term compiled financial statements for the prior quarter.

provided, however, that this loan shall only be made upon satisfaction of all of the conditions set forth in this Agreement.

- D. CITY UTILITY WORK. On or before December 1, 2012, CITY will Relocate a sanitary sewer manhole; water hydrant and upgrade approximately 30 feet of water main for in kind commitment value of approximately \$7,000.00.
- E. Terminology. The Property Acquisition Grant, Site Prep Grant, and Loan shall sometimes be referred to herein as the "CITY Financing".

4. OBLIGATIONS OF BULL FALLS BREWERY.

- A. Undertake the Development Project. Bull Falls Brewery agrees to redevelop and improve the Development Properties through undertaking the Development Project, all in accordance with the TIF Project Plan, the Project Cost Breakdown set forth in Exhibit D, attached hereto and incorporated herein by reference (the "Project Cost Breakdown") and the Schedule set forth in Exhibit E, attached hereto and incorporated herein by reference (the "Schedule"). CITY, in its sole and absolute discretion, may agree to variations from the TIF Project Plan or the Schedule requested in writing by Bull Falls Brewery.
- B. Construction Schedule. Bull Falls Brewery agrees to commence or cause other entities to commence construction on each of the components of the Development Project by March 1, 2013 and to complete construction of each of the components of the Development Project, such completion to be evidenced by the issuance of a temporary occupancy permit or certificate of occupancy by CITY, by August 1, 2013 all in accordance with the Schedule.
- C. Guaranty of Minimum Construction Costs. Bull Falls Brewery agrees that the Development Project will have an aggregate minimum construction cost of \$650,000.
- D. Guaranty of Minimum Equalized Value; Payment of Payment-in-Lieu-of-Taxes. Bull Falls Brewery hereby guarantees to CITY that as of January 1, 2014, and each January 1 thereafter during the term of this Agreement and while any amount remains due and owing pursuant to the Loan, the equalized value of the Development Properties for real estate tax purposes shall equal or exceed \$1,600,000.00. In the event that the Development Properties in any year do not have such a value, the Bull Falls Brewery agrees to make to CITY a payment-in-lieu-of-taxes equal to the difference between the amount of taxes which would have been levied on the Development Properties for said year by CITY and all other taxing jurisdictions if the Development Properties had had an equalized value for real estate tax purposes of \$1,600,000.00 and the actual amount of taxes levied on the Development Properties for said year by CITY and all other taxing jurisdictions. Said payment-in-lieu-of taxes shall be due and payable in full to CITY on January 31 of the following calendar year.
- E. Rights of Access. Bull Falls Brewery shall permit the representatives of CITY to have access to the Development Project at all reasonable times during and following the construction when CITY deems access necessary to ensure

compliance with the terms and conditions of this Agreement including, but not limited to, access for inspection of all work being performed in connection with the Development Project as set forth in the TIF Project Plan. No compensation shall be payable nor shall any charge be made in any form by any party for the access provided in this Agreement.

- F. Compliance with Planning and Zoning. The Bull Falls Brewery at its own expense shall obtain all approvals, permits and licenses as may be required by any governmental or non-governmental entity in connection with the Development Project. Any conditions imposed on Bull Falls Brewery to obtain any approval, permit or license must be acceptable to CITY. Bull Falls Brewery will not initiate, approve, consent to or participate in any change in or modification of the zoning in effect for the Development Properties or any portion thereof, without CITY's prior written consent.
- G. Maintenance and Repair. Bull Falls Brewery agrees that at all times after construction of the Development Project, it will keep and maintain the Development Properties and the Development Project in good condition and repair.
- H. Taxes. Bull Falls Brewery will pay when due all federal, state and local taxes in connection with the Development Properties and all operating expenses in connection with the Development Properties and Development Project.
- I. Additional Ownership Restrictions.
 - i. Use. No property within the Development Properties shall be used for any use other than as set forth in the TIF Development Plan and as approved by CITY including any conditions attendant with such approval, unless such use is further approved by CITY under its normal zoning, review and approval procedures. Disapproval by CITY shall be final notwithstanding whether such use would be permitted by the plan commission or provisions of the zoning code for the zoning district in which the Development Properties are situated.
 - ii. Ownership or Sale. No property within the Development Properties may be sold, transferred, or otherwise conveyed unless the Bull Falls Brewery first provides to CITY written notice of intent to transfer the property at least 30 days before the sale, transfer or conveyance is to occur and CITY has approved such sale or disposition in writing. No property within the Development Properties may be sold, transferred or conveyed to, or leased or owned by any entity or used in any manner which would render any part of the Development Properties exempt from property taxation. A first right of refusal shall be offered to the CITY before any assignee or purchaser or transferee of any portion of the Development Properties shall be bound by the terms and conditions of this Agreement, and the Bull Falls Brewery shall not sell or transfer any portion of the Development Properties to any entity unless and

until the Bull Falls Brewery has provided CITY with written evidence satisfactory to the CITY attorney that such assignee or entity has agreed in writing to be bound by the terms of this Agreement. Any such sale, transfer or conveyance of any portions of the Development Properties shall not relieve the Bull Falls Brewery of its obligations hereunder.

- J. Insurance. During the term of this Agreement, Bull Falls Brewery shall maintain, insurance in such amounts and against such risks both generally and specifically with respect to the Development Properties, as are customarily insured against in developments of like size, kind and character, including customary builders risk insurance during construction and customary casualty, property and liability insurance, with deductibles approved by CITY. Bull Falls Brewery shall provide to CITY certificates of all such insurance. So long as this Agreement is in effect, Bull Falls Brewery covenants to apply any and all insurance proceeds to rebuild and maintain the Development Properties.
- K. Indemnity. Bull Falls Brewery shall indemnify and hold harmless CITY from any liability, including but not limited to remediation required by any federal or state agency having jurisdiction, relating to or in any way arising from the development of the Development Properties.

5. CONDITIONS TO CITY'S OBLIGATIONS

CITY'S obligations under this Agreement are conditioned upon the following:

- A. Bull Falls Brewery will have obtained by January 1, 2013 binding unconditional commitments for the total financing in the amount of \$2,000,000.00, for the acquisition, demolition, preparation and construction of the Development Project, including the construction of the parking lot and landscape features satisfactory to and approved by the CITY, which commitments must include a commitment to Bull Falls Brewery of at least \$500,000.00 of equity which may be composed of the \$200,000.00 grants from CITY, and at least \$150,000 and up to \$300,000.00 from other sources including existing equity, new equity, Investor (distributor) line of credit and subordinated debt, and with the balance of the cost of the Development Project coming from the Loan and third party debt financing;
- B. Bull Falls Brewery shall have executed and delivered to CITY evidence satisfactory to CITY in all respects that the obligations under this Agreement and the Loan (as required under Section 3.C.), have been duly authorized and are binding upon Bull Falls Brewery.
- C. Bull Falls Brewery shall not be in violation of any of its governing documents or other contracts. Bull Falls Brewery shall not be in material default under the terms of any other agreement or instrument to which Bull Falls Brewery is a party or an obligor.

- D. Bull Falls Brewery shall have provided to CITY the plans and specifications for the Development Project. Bull Falls Brewery understands that CITY shall not be required to approve the Master Plan, even though the plans and specifications must comply with all laws, rules, regulations, and ordinances.
- E. Bull Falls Brewery shall have provided to CITY a certified survey map consolidating the Development Properties into a single parcel and be otherwise acceptable to CITY.
- F. Bull Falls Brewery shall have delivered to CITY certificates of all insurance required under this Agreement showing CITY as a named insured.
- G. Bull Falls Brewery shall have provided audited in year two of operations which would be by August 1, 2015 and then in year five of operations which will be August 1, 2018 and reviewed financial statements annually for Bull Falls Brewery and each of its members and the guarantors of the Loan. The financial statements must show a state of facts acceptable to CITY.
- H. Bull Falls Brewery shall have at its expense obtained all necessary approvals and permits necessary to undertake the Development Project on the Development Properties, including but not limited to, site plan review, zoning approvals, and any other local, state or federal approvals or permits.

If all conditions contained in this Section are satisfied or if CITY waives in writing said conditions on or before January 1, 2014, then the above conditions shall be deemed satisfied. Otherwise, CITY, at its option, in its absolute and sole discretion, may at any time thereafter terminate this Agreement by giving notice in writing thereof to Bull Falls Brewery. In such event, this Agreement shall be terminated and no party shall have any further liability or obligation to any other party.

6. BULL FALLS BREWERY'S EMPLOYMENT RELATED ONGOING OBLIGATIONS

- A. Bull Falls Brewery must submit upon the execution thereof to Community Development Department staff of the CITY certified copies of all agreements for and evidence of invoices paid for the construction of the manufacturing facility, parking lot, and landscaping improvements to meet the eligibility requirements of the grant and as outlined in this Agreement.
- B. Bull Falls Brewery shall upon request submit certified evidence satisfactory to CITY in all respects of the expenses incurred for acquisition, demolition, preparation and construction of the Development Project with copies of receipts that were incurred in the expansion for purposes of monitoring the Terms of this Agreement.
- C. Bull Falls Brewery must submit employment requirements to CITY's Community Development Department Staff once Bull Falls Brewery reaches five (5) Full-Time Employees (FTE's) based and employed at 901 East Thomas Street

location. Bull Falls Brewery shall at that time submit names, addresses, and positions of current employees and positions working and based in Wausau, Wisconsin.

- D. CITY's Community Development Department requires documentation of any employees Bull Falls Brewery hires that carry veteran status and/or were formally unemployed and/or did not receive health care benefits prior to working for Bull Falls Brewery for federal regulation requirements. This evidence shall be submitted to CITY at the time of hiring and shall include a completed Employee Verification Form in the form attached hereto as Exhibit F.
- E. Bull Falls Brewery must remain operating at the 901 East Thomas Street location for a minimum period of five years following the making of the Loan, employing not less than five (5) FTE's at the Wausau, WI location by December 1, 2017.

7. REPRESENTATIONS AND WARRANTIES OF BULL FALLS BREWERY

Bull Falls Brewery represents and warrants to and covenants with CITY as follows:

- A. All copies of financial statements, documents, contracts and agreements which Bull Falls Brewery has furnished to CITY or its agents are true and correct. There has been no material change in the business operations of Bull Falls Brewery since the date of the last financial statement furnished to CITY except pursuant to the conduct of its ordinary business.
- B. Bull Falls Brewery has paid, and will pay when due, all federal, state and local taxes, and will promptly prepare and file returns for accrued taxes.
- C. Bull Falls Brewery covenants that the Development Properties, upon completion of the Development Project, will conform and comply in all respects with applicable zoning and land division laws, rules, regulations and ordinances.
- D. All work performed or materials furnished for the Development Project, other than the Public Improvements, will be fully paid for by Bull Falls Brewery.
- E. No statement of fact by Bull Falls Brewery contained in this Agreement and no statement of fact furnished or to be furnished by Bull Falls Brewery to CITY pursuant to this Agreement contains or will contain any untrue statement of a material fact or omits or will omit to state a material fact necessary in order to make the statements herein or therein contained not misleading.
- F. Bull Falls Brewery is a limited liability company duly formed and validly existing and in good standing under the laws of the State of Wisconsin and has the power and all necessary licenses, permits and franchises to own its assets and properties and to carry on its business. Bull Falls Brewery is duly licensed or qualified to do business and in good standing in the State of Wisconsin and all

other jurisdictions in which failure to do so would have a material adverse effect on its business or financial condition.

- G. The execution, delivery and performance of this Agreement and all other agreements requested to be executed and delivered by Bull Falls Brewery hereunder have been duly authorized by all necessary corporate action of Bull Falls Brewery and constitute valid and binding obligations of Bull Falls Brewery, in accordance with their terms, subject only to applicable bankruptcy, insolvency, reorganization, moratorium, general principles of equity, and other similar laws of general application affecting the enforceability of creditors' rights generally. CITY represents and warrants to Bull Falls Brewery that it has the power, authority and legal right to enter into all of the transactions and to perform all of the covenants and obligations required to be entered into or performed by Village under this Agreement.
- H. The execution, delivery, and performance of Bull Falls Brewery's obligations pursuant to this Agreement will not violate or conflict with Bull Falls Brewery's Articles of Organization or Operating Agreement or any Indenture, instrument or material agreement by which Bull Falls Brewery is bound, nor will the execution, delivery, or performance of Bull Falls Brewery's obligations pursuant to this Agreement violate or conflict with any law applicable to Bull Falls Brewery.
- I. There is no litigation or proceeding pending or threatened against or affecting Bull Falls Brewery or the Development Project or any guarantor that would adversely affect the Development Project, Bull Falls Brewery or any guarantor or the priority or enforceability of this Agreement, the ability of Bull Falls Brewery to complete the Development Project or the ability of Bull Falls Brewery to perform its obligations under this Agreement.
- J. The Project Cost Breakdown accurately reflects all costs of the Development Project (other than costs associated with the Public Improvements) that will be incurred by Bull Falls Brewery in the completion and construction of the Development Project, and CITY shall be entitled to rely on the Project Cost Breakdown submitted by Bull Falls Brewery. Bull Falls Brewery knows of no circumstances presently existing or reasonably likely to occur which would or could result in a material adverse variation or deviation from the Project Cost Breakdown.
- K. No default, or event which with the giving of notice or lapse of time or both would be a default, exists under this Agreement, and Bull Falls Brewery is not in default (beyond any applicable period of grace) of any of its obligations under any other material agreement or instrument to which Bull Falls Brewery is a party or an obligor.
- L. Bull Falls Brewery covenants the Development Project, when completed, will conform and comply in all respects with all applicable laws, rules, regulations and ordinances, including without limitation, all building codes and ordinances

of CITY. Bull Falls Brewery will comply with, and will cause the Development Project to be in compliance with all applicable federal, state, local and other laws, rules, regulations and ordinances, including without limitation, all environmental laws, rules, regulations and ordinances.

- M. Bull Falls Brewery will permit CITY to inspect such information respecting the business, assets and financial condition of the Development Project as CITY may reasonably request. CITY will permit Bull Falls Brewery to inspect all records CITY maintains in connection with the TIF District.
- N. Except in the ordinary course of business and except for funds borrowed to provide the financing approved by CITY for construction of the Development Project, Bull Falls Brewery shall not incur, create, assume, permit to exist, guarantee, endorse or otherwise become directly or indirectly or contingently responsible or liable for any indebtedness. "Indebtedness" shall mean any liability or obligation of Bull Falls Brewery: (i) for borrowed money or for the deferred purchase price of property or services (excluding trade obligations incurred in the ordinary course of business); (ii) as lessee under leases that have been or should be capitalized according to generally accepted accounting principles; (iii) evidenced by notes, bonds, debentures or similar obligations; (iv) under any guaranty or endorsement (other than in connection with the deposit and collection of checks in the ordinary course of business), and other contingent obligations to purchase, provide funds for payment, supply funds to invest in any entity, or otherwise assure a creditor against loss; or (v) secured by any security interest or lien on assets of Bull Falls Brewery, whether or not the obligations secured have been assumed by Bull Falls Brewery.

8. MISCELLANEOUS

- A. Notices. All notices must be in writing and must be sent by certified mail (postage prepaid) or by an independent overnight courier service, addressed to the addresses specified below:

Co-owner: Donald Zamzow
Co-owner: Michael Zamzow
Address: 901 East Thomas Street
Wausau, WI 54403

City: Toni Rayala, Clerk
Clerk's Office
407 Grant Street, Wausau, WI 54403

Copy to: Heather Wessling, Assistant Director of Community
Development
Community Development Department Office
407 Grant Street, Wausau, WI 54403

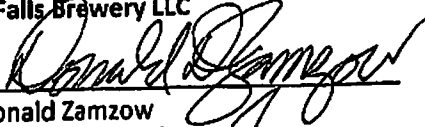
Notices given by mail are deemed delivered within (3) three business days after the party sending the notice deposits the notice in the United States Post Office. Notices delivered by courier are deemed delivered on the next business day after the party delivering the notice timely deposits the Notice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

- B. Relationship of Parties. This Agreement does not create the relationship of principal and agent, or of partnership, joint venture, or of any association or relationship between CITY and Bull Falls Brewery.
- C. Applicable Law and Severability. This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin governing agreements made and fully performed in Wisconsin. If any provision of this Agreement, or the application thereof to any persons or circumstances shall, to any extent, be invalid or unenforceable the remainder of this Agreement or the application of such provision, or portion thereof, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. If any covenant, condition, provision, term or agreement of this Agreement is, to any extent, held invalid or unenforceable, the remaining portion thereof and all other covenants, conditions, provisions, terms, and agreements of this Agreement will not be affected by such holding, and will remain valid and in force to the fullest extent by law.
- D. Amendments to Agreement. This Agreement may not be changed orally, but only by Agreement in writing and signed by the parties hereto.
- E. Time is of the Essence. Time is of the essence with respect to the performance of every provision of this Agreement in which time of performance is a factor.
- F. Binding Effect; Assignment; Notice of Assignment. This Agreement shall be binding upon and shall inure to the benefit of, and be enforceable by, the Parties and their permitted successors and assigns. Bull Falls Brewery shall have the right to assign this agreement and the rights hereunder to any entity controlled by or any third party. Bull Falls Brewery agrees to notify City 30 days before assignment for consent, which consent shall not be reasonably withheld for assignment to any successors and assigns.
- G. Addition Financing Arrangements. CITY will recommend consideration of a Community Development Block Grant (CDBG) loan up to Two Hundred Thousand Dollars (\$200,000.00) through Marathon County Economic Development Corporation (MCDEVCO).

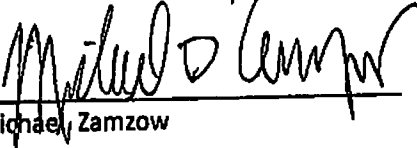
IN WITNESS WHEREOF, the parties hereto have caused their authorized representatives to execute and deliver this Agreement as of the date first set forth above.

Bull Falls Brewery LLC

By:

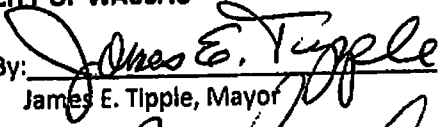

Donald Zamzow

By:

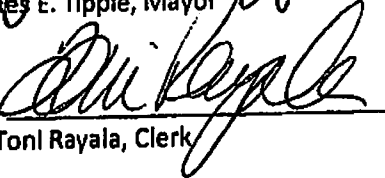

Michael Zamzow

CITY OF WAUSAU

By:


James E. Tipple, Mayor

Attest:


Toni Rayala, Clerk

Heather Wessling,
Assistant Director Community Development
City of Wausau
DRAFT: Bull Falls Brewery/November 1, 2012
Revised: November 6, 2012

EXHIBIT A

Part of A. Warren's South Addition to Wausau, and part of Dunbar and Brown's South Addition to the City of Wausau, Section 36, Township 29 North, Range 7 East, City of Wausau, Marathon County, Wisconsin, described as follows:

Commencing at the Southwest corner of Lot 13, Block 2, said A. Warren's South Addition to Wausau, the point of beginning;

Thence North, along the West line of said Lot 13 and along said West line extended Northerly, to a line 6 feet Northerly of and parallel with the North line of Lots 13, 12, and 11, said Block 2; thence East, along said parallel line and along said parallel line extended East, to the Westerly line of the Chicago, Milwaukee and St. Paul Railway right-of-way as shown on said A. Warren's South Addition to Wausau; thence Southerly, along said Westerly line, to the South line of Block 1, said Dunbar and Brown's South Addition to the City of Wausau, extended Easterly; thence West, along said South line extended Easterly and along said South line of Block 1, to a line 20 feet Easterly of and parallel with the East line of Lots 16 and 12, said Block 1; thence North, along said parallel line, to the North line of said Block 1; thence West, along said North line, to a line 10 feet Westerly of and parallel with the East line of Lot 11, said Block 1; thence North, along said parallel line extended Northerly, to the South line of said Block 2, A. Warren's South Addition to Wausau; thence West, along said South line, to said Southwest corner of Lot 13, Block 2, the point of beginning.

12-1115

Acr # 1543



**EVERGREEN
CIVIL ENGINEERING LLC**
2408 EVERGREEN ROAD
WAUSAU, WI 54403
(715) 370-9540

Bull Falls Brewery Addition

Engineer's Estimate of Site Work Construction Cost

10/30/2012

Item	Quantity	Units	Estimated Unit Cost	Cost
Inlet Erosion Protection, Type B	3	Each	150	\$450
Inlet Erosion Protection, Type C	5	Each	\$150	\$750
Filter Bag Ditch Check	1	Each	\$200	\$200
Silt Fence	290	Feet	\$3	\$870
Building Demolition	3	Each		\$0
Tree Removals	19	Each	\$250	\$4,750
Fence Removals	540	Feet	\$1	\$540
PCC Sidewalk, C&G; Driveway Removals	1333	SF	\$2	\$2,666
Asphalt Pavement Removals	13195	SF	\$0	\$3,299
Hydrant removal	1	Each	\$500	\$500
Water main removal	36	Feet	\$5	\$180
Water Valve Removal	1	Each	\$100	\$100
6" Water main installed	20	Feet	\$45	\$900
Hydrant Installed	1	Each	\$1,500	\$1,500
6" Gate Valves Installed	2	Each	\$400	\$800
Reconnect existing BFB Service	1	Each	\$500	\$500
Remove San MH	1	Each	\$300	\$300
New Sanitary MH	1	Each	\$2,000	\$2,000
Remove Storm MH	1	Each	\$200	\$200
Remove Storm Inlet	3	Each	\$200	\$600
Remove Storm Sewer Pipe	115	Feet	\$10	\$1,150
New Storm Sewer MH	2	Each	\$1,500	\$3,000
New 2'x3' Storm Inlet	2	Each	\$1,200	\$2,400
8" Dia Storm Sewer	53	Feet	\$35	\$1,855
12" Dia storm sewer	256	Feet	\$40	\$10,240
Earth Excavation	500	CY	\$10	\$5,000
Fill Placement Under Building	450	CY	\$8	\$3,600
Aggregate Base Course - 8"	588	CY	\$15	\$8,820
Asphalt Pavement - 3"	364	Tons	\$75	\$27,300
PCC Sidewalk	24	SY	\$45	\$1,080
PCC Pavement 5.5"	169	SY	\$50	\$8,450
Aggregate Surface	70	CY	\$15	\$1,050
Curb & Gutter - 6.18	593	Feet	\$12	\$7,116
Curb & Gutter Reject - 6.18	103	Feet	\$13	\$1,339
Curb & Gutter Depressed - 6.18	56	Feet	\$13	\$728
Pavement Markings	1100	Feet	\$2	\$2,200
New Trees	7	Each	\$450	\$3,150
New Shrubs	17	Each	\$250	\$4,250
Wood Mulch	170	SY	\$8	\$1,360
Topsoil, Seed, Emat	404	SY	\$5	\$2,020
Landscape Edging	25	Feet	\$5	\$125
6-Ft Wood Screening Fence	277	Feet	\$15	\$4,155
Gas Utility Relocation		LSUM		\$0
Electric Utility Relocation		LSUM		\$0
Telephone Utility Relocation		LSUM		\$0
TOTAL				\$121,493

**FIRST AMENDMENT TO LOAN DOCUMENTS
AND
FIRST AMENDMENT TO DEVELOPMENT AGREEMENT
(Bull Falls Brewery)**

THIS FIRST AMENDMENT TO LOAN DOCUMENTS AND FIRST AMENDMENT TO DEVELOPMENT AGREEMENT (this "Amendment") is made effective as of the 1st day of March, 2017 (the "Effective Date"), by and among BULL FALLS BREWERY, LLC, a Wisconsin limited liability company ("Borrower" and "Developer"), the CITY OF WAUSAU, a Wisconsin municipal corporation ("Lender" and the "City"), MICHAEL D. ZAMZOW, an individual ("M. Zamzow"), DONALD D. ZAMZOW, an individual ("D. Zamzow") and BULL FALLS PROPERTIES, LLC, a Wisconsin limited liability company ("Property Owner") (M. Zamzow, D. Zamzow and Property Owner hereinafter referred to, collectively, as the "Guarantors").

RECITALS

WHEREAS, on February 26, 2013, Borrower borrowed from Lender \$400,000.00 (the "Loan");

WHEREAS, the Loan is governed, evidenced and secured by various documents dated February 26, 2013, including a certain Loan and Construction Agreement (the "Loan Agreement") between Borrower and Lender, a promissory note from Borrower, guaranties from each of the Guarantors, a mortgage from Property Owner and other documents described in or delivered pursuant to the Loan Agreement (collectively, the "Loan Documents");

WHEREAS, the Loan was granted in connection with a certain Development Agreement between the City and Developer dated November 23, 2012 (the "Development Agreement"); and

WHEREAS, the parties hereto now desire to amend certain terms of the Loan Documents and certain terms of the Development Agreement as set forth herein.

NOW, THEREFORE, in consideration of the foregoing, and other valuable consideration, effective as of the Effective Date, the parties hereto agree as follows:

1. **Definitions.** Capitalized terms which are not otherwise defined herein shall be deemed to have the same meanings herein as are ascribed to such terms in the Loan Agreement.

2. **Amendments to the Loan Agreement.**

a. The "Note" as referenced in the Loan Agreement shall mean the Note, as amended hereby, and as may be amended, restated or otherwise modified from time to time.

b. Section 29 of the Loan Agreement is hereby deleted in its entirety.

3. **Amendments to the Note.**

a. The interest rate of the Loan is 2.36% per annum; provided however, that the Loan shall be subject to default interest as set forth in the Note upon the occurrence of an Event of Default.

b. As of the Effective Date, the outstanding principal balance of the Loan is \$328,220.57.

c. The maturity date of the Note is changed to December 1, 2029, which may be accelerated upon the occurrence of an Event of Default, at which time all outstanding principal and interest shall be immediately due and payable.

d. Commencing on April 1, 2017, Borrower shall make equal monthly payments of principal and interest in the amount of \$2,167.24 until the Loan is paid in full or the maturity date of the Note, whichever occurs first.

4. Amendment to the Development Agreement.

a. The Project Loan reference in the Development Agreement shall mean the Loan, as modified by this Agreement and as may be further amended from time to time.

b. Section 4.D of the Development Agreement is hereby deleted in its entirety. Such payment-in-lieu of taxes apply only to the assessment as of January 1, 2014. Accordingly, all payment-in-lieu of taxes for the assessment as of January 1, 2015, January 1, 2016 and January 1, 2017 are hereby waived by the City. Further, the City acknowledges payment in full for the payment-in-lieu of taxes for the assessment as of January 1, 2014 and any interest charges attributable thereto are hereby waived by the City.

c. Section 5.G of the Development Agreement is hereby deleted in its entirety. All Developer defaults under the Development Agreement for failure to comply with such section prior to the Effective Date are hereby waived by the City.

5. Consent of Guarantors. The Guarantors hereby consent to the amendments to the Loan Documents and the Development Agreement as set forth in this Amendment.

6. Reaffirmation of Loan Documents and the Development Agreement. The Loan Documents and the Development Agreement, all as modified by this Amendment, remain in full force and effect, and all terms of the Loan Documents and the Development Agreement, all as modified hereby are hereby ratified and reaffirmed. The provisions of the Loan Documents and the Development Agreement not affected by this Amendment remain in full force and effect.

7. Representations and Warranties of Borrower and Guarantors.

a. Borrower hereby represents and warrants to Lender that: (i) after giving effect to this Amendment, all of the representations and warranties made by Borrower in the Loan Documents are true and accurate in all material respects on the Effective Date of this Amendment, and no event of default under the Loan Documents has occurred and is continuing as of the Effective Date of this Amendment; (ii) the making, execution and delivery of this Amendment, and performance of and compliance with the terms of the Loan Documents, as amended, have been duly authorized by all corporate action by Borrower; and (iii) this Amendment is the valid and binding obligation of Borrower, enforceable against Borrower in accordance with its terms.

b. Property Owner hereby represents and warrants to Lender that: (i) after giving effect to this Amendment, all of the representations and warranties made by Property Owner in the guaranty of the Loan from Property Owner and in the Mortgage are true and accurate in all material respects on the Effective Date of this Amendment, and no event of default under such guaranty or the Mortgage has occurred and is continuing as of the Effective Date of this Amendment; (ii) the making, execution and delivery of this Amendment, and performance of and compliance with the terms of the guaranty and the Mortgage as amended, have been duly authorized by all corporate action by Property

Owner; and (iii) this Amendment is the valid and binding obligation of Property Owner, enforceable against Property Owner in accordance with its terms.

c. M. Zamzow hereby represents and warrants to Lender that: (i) after giving effect to this Amendment, all of the representations and warranties made by M. Zamzow in the guaranty of the Loan from M. Zamzow are true and accurate in all material respects on the Effective Date of this Amendment, and no event of default under such guaranty has occurred and is continuing as of the Effective Date of this Amendment; and (ii) this Amendment is the valid and binding obligation of M. Zamzow, enforceable against M. Zamzow in accordance with its terms.

d. D. Zamzow hereby represents and warrants to Lender that: (i) after giving effect to this Amendment, all of the representations and warranties made by D. Zamzow in the guaranty of the Loan from D. Zamzow are true and accurate in all material respects on the Effective Date of this Amendment, and no event of default under such guaranty has occurred and is continuing as of the Effective Date of this Amendment; and (ii) this Amendment is the valid and binding obligation of D. Zamzow, enforceable against D. Zamzow in accordance with its terms.

8. Miscellaneous.

a. Except as expressly provided in this Amendment, the Loan Documents and the Development Agreement shall remain in full force and effect. The amendments contained herein shall not be construed as a waiver or amendment of any other provision of the Loan Documents or the Development Agreement or for any purpose except as expressly set forth herein or a consent to any further or future action on the part of Borrower or the Guarantors that would require the waiver or consent of Lender.

b. References in the Loan Documents to the Loan Agreement shall be deemed to be references to the Loan Agreement as amended hereby, as it may be amended, amended and restated, modified or supplemented from time to time.

c. This Amendment shall be governed by, and construed and interpreted in accordance with, the laws of the State of Wisconsin.

d. This Amendment may be executed in several counterparts (including facsimile or .pdf counterparts), each of which shall be deemed an original, but such counterparts shall together constitute but one and the same agreement. Delivery of an executed counterpart of this Amendment electronically or by facsimile shall be effective as delivery of an original executed counterpart of this Amendment.

e. Any provision of this Amendment which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Amendment or affecting the validity or enforceability of such provision in any other jurisdiction.

[Signature Pages Follow]

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

BORROWER/DEVELOPER:

BULL FALLS BREWERY, LLC

By: 
Donald Zamzow, Member

By: 
Michael Zamzow, Member

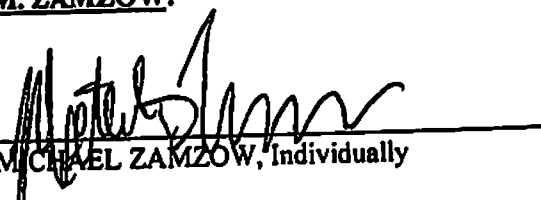
PROPERTY OWNER:

BULL FALLS PROPERTIES, LLC

By: 
Donald Zamzow, Member

By: 
Michael Zamzow, Member

M. ZAMZOW:

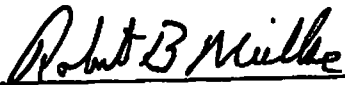

MICHAEL ZAMZOW, Individually

D. ZAMZOW:


DONALD ZAMZOW, Individually

LENDER/CITY:

THE CITY OF WAUSAU, WISCONSIN

By: 
Robert B. Mielke, Mayor

Attest:

By: 
Toni Rayala, Clerk

JOINT RESOLUTION OF THE ECONOMIC DEVELOPMENT COMMITTEE AND FINANCE COMMITTEE

Authorizing changes to the amortization and term of an existing City loan to Bull Falls Brewery from 10 years to 15 years to facilitate continued operations and future growth.

Committee Action: Econ Dev: Approved 5-0
Finance: Approved 4-0

Fiscal Impact: Extend amortization schedule results in approx. \$20,000 of interest

File Number: 12-1115

Date Introduced: January 24, 2017

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: Loan payments of approximately \$2,834.10</i>
	<i>Grant Financed:</i>	Yes ☐ No ☒	<i>Amount:</i>
	<i>Debt Financed:</i>	Yes ☒ No ☐	<i>Amount \$400,000</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 supported Bull Falls Brewery with a Tax Increment Financing funded grant and loan and has a secondary mortgage position on the subject property; and

WHEREAS, Bull Falls Brewery is seeking a refinancing of existing debt from both their private lender and the City to free up monthly cashflow for operations and expansions; and

WHEREAS, Bull Falls has requested and your Finance Committee and Economic Development Committee has recommended that the new City financing extend the amortization by 60 months with the principal paid in full by the end of the term and the related monthly payment decrease accordingly; and

WHEREAS, the current monthly payment is \$4,792.82 and the principal outstanding is \$327,015.36. The preliminary revised rate is \$2,834.10 which equates to approximately \$20,000 of interest income collected on the loan;

NOW, THEREFORE, BE IT RESOLVED, that the Common Council of the City of Wausau authorizes the proper City officials and staff to complete the required paperwork for changes to the loan term and amortization schedule for the City issued debt at Bull Falls Brewery.

NOW, THEREFORE, BE IT FURTHER RESOLVED, that the Common Council of the City of Wausau authorizes the proper City officials and staff to amend the existing Development Agreement to reflect this change to the loan term.

BE IT FURTHER RESOLVED, that the City Clerk send a copy of the revised agreement to the Joint Review Board.

Approved:

Robert B. Mielke, Mayor

FINANCE COMMITTEE

Date and Time: Tuesday, January 10, 2017 @ 5:00 pm., Council Chambers

Finance Members Present: Rasmussen (C), Smith, Gehin, Nutting.

Members Excused: Kellbach

Others Present: Groat, Lindman, Jacobson, Mielke, Schock, Gisselman, Abitz, Goede, Glenn Speich, Ryan Ashton; also Bill Lynch, Joanne Bragg, and Chad Sweeney – Liberty Mutual Insurance

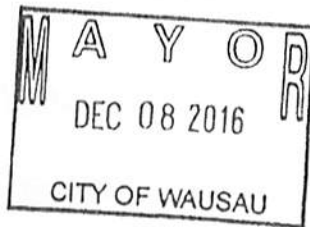
Discussion and possible action on the request to amend the development agreement for the property at 901 East Thomas Street.

Schock explained Bull Falls Brewery is requesting a re-amortization of their loan to extend the payment period to lower their payment on a monthly basis in an effort to free up cash flow as they continue to grow/retool. He indicated they presented to the ED Committee how the changing factors of the brewery industry necessitated them to be proactive to free up cash for their expansion. He noted the bank has agreed to refinance/re-amortize their loan so it is appropriate for us to be requested to do the same. It would change the term length an additional five years.

Rasmussen commented Mike & Don Zamzow explained to ED that with the market saturation beginning in craft brewery, they are actually looking to expand into multiple states. Their cost to market their product and compete for shelf and tap space in other states certainly costs more in terms of outreach.

Motion by Nutting, second by Gehin to approve the request to amend the development agreement for the property at 901 East Thomas Street. Motion carried 4-0.

12/8 Hand delivered by Don Zarnow.



Bull Falls Brewery, LLC
901 East Thomas Street
Wausau, WI 54403
715-842-2337



December 8, 2016

Mayor Robert B. Mielke
Wausau City Hall
407 Grant Street
Wausau, WI 54403

Dear Mayor Mielke:

Thank you for discussing this item with us. Accordingly, we are coming to you with a request for our brewery as outlined below.

Request:

Bull Falls Brewery requests to have the term of its loan with the City of Wausau extended 5 years longer than the original term of 10 years.

Reason:

The reduction in the monthly payments will allow additional cash flow for continued operating profitability as the craft brew industry faces market over saturation.

The resultant reduction in our monthly payments will improve our cash flow situation helping us to continue operating profitably in the current market environment.

Factors:

Bull Falls Brewery has always been focused on growth; hence, the system in our brewery expansion was designed to accommodate demand in our local 13 county core market with a projected increase. It was also designed to handle growth from surrounding markets within Wisconsin and nearby adjoining states.

While the local core market and our community have enthusiastically accepted our Bull Falls products, most of the surrounding territories are not familiar with it, so this anticipated growth is not materializing as quickly as we had planned. As a result, we are readjusting our cost and expense structure to more closely reflect our existing market requirements.

Included in this strategy is the request to lower our required debt payments as it is going take longer to develop the outlying markets than we anticipated, we are also working with our bank and the SBA to structure our loan terms to give us the flexibility to work within this slower growth structure. That is why we are coming to you with this request.

The National Beer Market:

Craft brewers like Bull Falls are fighting for shelf space at the store and handle space at the bar. The last decade has seen unprecedented rapid growth in craft breweries in the U. S. where craft beer volume has grown from under 4% to over 12% of total beer sales in 2015. The number of craft breweries has grown to a current level of over 4000 in the country, each brewery producing a variety of styles numbering in the 10s of 1000s. The industry as a whole is beginning to undergo a re-alignment that will probably continue for 2 or 3 years. The breweries that produce a high quality product and have a loyal local following will thrive and survive.

Bull Falls Brewery:

Bull Falls Brewery is now entering its 10th successful year; having started in 2007 in Wausau. Bull Falls has enjoyed great popularity of its products in Wausau; our local core market. Bull Falls Brewery has become an integral part of the Wausau community participating and contributing in many local causes and adding another destination for Wausau visitors.

While the early growth seems to have leveled off to we are making inroads into Eastern Wisconsin and Minnesota.

Bull Falls Brewery is committed to the Wausau area and plan to be a fixture in this community for years to come.

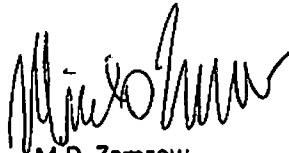
Sincerely,



D.D. Zamzow

Bull Falls Brewery, LLC

715-842-2337



M.D. Zamzow

Cc: Chris Schock, Planning, Community and Economic Development

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

JOINT RESOLUTION OF THE ECONOMIC DEVELOPMENT AND FINANCE COMMITTEES

Approving the Development Agreement between City of Wausau and Bull Falls Brewery to expand at their 901 East Thomas location by providing financial assistance to acquire three properties, build a 8352 square foot addition for canning (manufacturing), add a 23,000 square foot parking lot and to renovate approximately 550 square feet of the existing Bull Falls Brewery Tap room in order to add jobs, to approximately triple the existing commercial value of the property and to eliminate blight in the neighborhood.

Committee Action:	ED Committee: Approved 5-0 Finance Committee : Approved 4-0
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Fiscal Impact:	\$200,000 Grant and \$400,000 Loan with interest payments to equal the amount of interest the City of Wausau obtains when borrowing the funds to lend the expansion and approximately \$7,000 of utility relocation work.
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File Number:	12-1115	Date Introduced:	November 13, 2012
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RESOLUTION

WHEREAS, it is in the best interest of the City of Wausau to assist and participate in job creation activities that aim to increase the economic benefits to the City of Wausau, both in terms of employment numbers, quality, benefits and to increase the value and quality of properties, especially in distressed neighborhoods; and

WHEREAS, assistance in the amount of \$200,000 grant from the creation of Wausau's Tax Incremental District Number Nine in order to raise the equity to leverage the sources needed to complete the project and City grants are to be matched by owner funds 2:1 for equity into the local project totals up to \$500,000;

WHEREAS, assistance in the amount of a \$400,000 loan has been offered from the City of Wausau's Tax Incremental District Number Nine and the rate of borrowing will be equal to the rate the City obtains in borrowing with a two year payment deferral and ten year amortization to follow; and

WHEREAS, Funds from public sources shall be used to acquire the three properties 836, 900 and 906 East Thomas Street, prepare site, add an addition of up to 8,352 square feet and a new parking facility to be 23,400 square feet including landscaped amenities included in the site plan;

WHEREAS, Bull Falls Brewery commits to creating up to five (5) full time employees FTE's in this phase over the duration of two years and as outlined in the Development Agreement and to maintain its location for at least the duration of the Development Agreement, and

WHEREAS, Tax Incremental District Number Nine Cash Flow Statement projects a ten-year payback (attached).

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

1. **EXECUTION OF AGREEMENT.** that the City approves the terms of the attached Development Agreement in substantially the same form as attached, with Bull Falls Brewery LLC including commitments for improvements at their expanded 901 East Thomas Street location and authorizes City staff to execute the Development Agreement.
2. **SPECIFIC AUTHORIZATION FOR UTILITY RELOCATION.** The Mayor and the proper City officials are hereby authorized and directed to take whatever action is necessary to relocated the utility infrastructure as outlined in the agreement.
3. **AUTHORIZATION OF FINANCING FOR PROJECT.** The Common Council authorizes for the City of Wausau shall take whatever action is necessary to effectuate any appropriate borrowing so as to provide sufficient funds for the City's obligations for the project, including promissory note, state trust fund and interim interfund borrowing.
4. **PAYMENT OF MONETARY OBLIGATIONS.** The Common Council of the City of Wausau authorizes staff to proceed with payment of monetary obligations as outlined within the development agreement.
5. **INTERIM REPORTING.** The Common Council of the City of Wausau directs city staff to monitor and report back in a reasonable time to the Finance and Economic Development Committees the progress of the expansion and as the terms of the Agreement become satisfied.

BE IT FURTHER RESOLVED, that the Common Council of the City of Wausau directs the CITY CLERK to mail a copy of the executed Development Agreement to the Joint Review Board members; and

BE IT FURTHER RESOLVED, that the Finance Director and proper City officials are here by authorized to modify the budget for Tax Increment District Number Nine Fund and publish the budget modification in the official newspaper as required.

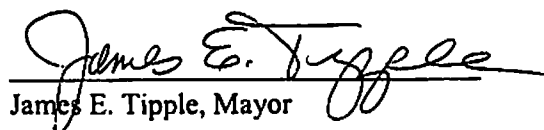
REVENUE:

147-349089120	Proceeds of Notes	\$600,000
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EXPENSE:

147-349092210	Utility Work	\$7,000
147-349092700	Developer Loan	\$400,000
147-349092700	Developer Grant	\$200,000
147-349093490	Other Operating Expenses	\$1,000

Approved:


James E. Tipple, Mayor

RESOLUTION OF THE ECONOMIC DEVELOPMENT COMMITTEE

Authorizing execution of an amendment to the Development Agreement with Bull Falls Brewery signed November 23, 2012 (AGR #5143) to provide developer incentives located at 836 and 900 East Thomas Street in TID #9.

Committee Action: Approved 5-0

Fiscal Impact

RECEIVED

AUG 17 2015

Community Development Dept.
City of Wausau

File Number: 12-1115

Date Introduced: August 11, 2015

FISCAL IMPACT SUMMARY

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

RESOLUTION

WHEREAS, as noted in the original authorizing Resolution, File 12-1115, it is in the best interest of the City of Wausau to assist and participate in job creation activities that aim to increase the economic benefits to the City of Wausau, both in terms of employment numbers, quality, benefits and to increase the value and quality of properties, especially in distressed neighborhoods; and

WHEREAS, assistance in the amount of \$200,000 grant and a \$400,000 loan has been offered from the City of Wausau's Tax Incremental District Number Nine and has facilitated the major expansion of the Bulls Falls Brewery which continues to expand; and

WHEREAS, continued growth of Bulls Falls Brewery highlights certain provisions of the original Development Agreement which are not outdated or have either changed or are not possible to be completed,

WHEREAS, Bull Falls Brewery requested the following changes be made to their existing Development Agreement which has been reviewed by both the Economic Development and Finance Committees;

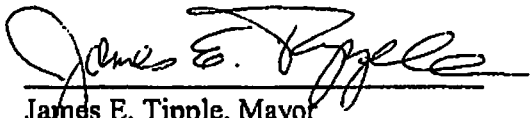
NOW THEREFORE BE IT RESOLVED, that the City approves the following changes to the existing Development Agreement:

Remove Section 5(G) which required audited financial statements be submitted to the City. This requirement is not a standard of the City's Development Agreement process and an audit is an unnecessary expense for the Applicant and not useful to the City.

Remove Section 4(D) which required a guaranty minimum equalized value of \$1.6 million and payment in lieu of this value if not met. Bull Falls Brewery will pay taxes based on the assessed value for tax year 2015 forward with no minimum or maximum and any previous interest charges on the 2014 payment in lieu be waived.

BE IT FURTHER RESOLVED that the proper City officials are hereby authorized and directed to execute an amendment to the Development Agreement in substantial compliance with these provisions between Bull Falls Brewery and the City.

Approved:


James E. Tipple, Mayor

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

RESOLUTION OF THE ECONOMIC DEVELOPMENT COMMITTEE

Approving the Second Amendment to the Planning Option with Commonwealth Real Estate Acquisitions, LLC for the redevelopment of 700 Grand Ave

Committee Action: Approved 4-0

Fiscal Impact: None

File Number: 22-1104

Date Introduced: June 13, 2023

FISCAL IMPACT SUMMARY

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

RESOLUTION

WHEREAS, in August of 2022, the City of Wausau released a Request for Proposals (RFP) for development of the 700 Grand Avenue, south of the City's downtown; and

WHEREAS, the Committee selected Commonwealth Development ("Developer"), which proposed a four-story, 50-unit affordable housing development comprised of mid-rise style apartments; and

WHEREAS, the City and Developer entered into a Planning Option for the property located at 700 Grand Avenue on November 15, 2022; and

WHEREAS, the CITY and DEVELOPER entered into an Amendment to the Option on January 4, 2023; and

WHEREAS, the Option currently expires on December 31, 2023; and

WHEREAS, project funding is dependent on receiving WHEDA low-income housing tax credits (LIHTC), for which Developer applied, but was not successful in receiving as a partial allocation in the 2023 cycle; and

WHEREAS, the DEVELOPER wishes to extend the Option in order to apply for the next cycle of WHEDA Tax Credit applications in 2024; and

WHEREAS, your Economic Development Committee at its June 6, 2023, meeting recommended approval of the Second Amendment to the Planning Option Agreement, extending the Planning Option through December 31, 2024; and

NOW, THEREFORE, BE IT RESOLVED that the Common Council of the City of Wausau hereby approves the Second Amendment to the Planning Option Agreement, as attached, for Commonwealth Real Estate Acquisitions, LLC for the redevelopment of 700 Grand Ave., and further, instructs appropriate City staff to execute the Second Amendment to the Planning Option Agreement.

Approved:

Katie Rosenberg, Mayor

MINUTES

Economic Development Committee Meeting

Date / Time: Tuesday, June 6, 2023, at 5:15 P.M. | **Meeting called to order by** Watson at 5:15 P.M.

In Attendance

Members Present: Sarah Watson (C), Tom Kilian, Lisa Rasmussen, Carol Lukens

Members Absent: Chad Henke

Others Present: Shannon Graff, Tammy Stratz, Liz Brodek, Alder Doug Diny, Sean Wright – Executive Director Grand Theater, Tom Neal (Citizen), Atty. Anne Jacobson, Maryanne Groat (Webex), Mayor Katie Rosenberg, Anna Dybdahl and Joe Ellis – JEM, Robert Barteck

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

Agenda Item 6 – Discussion and possible action approving Second Amendment to Planning Option for Commonwealth Real Estate Acquisitions, LLC at 700 Grand Avenue (Fifrick)

Fifrick reminded the committee that last August an RFP was released for a low-income housing project at 700 Grand Ave and Commonwealth was the chosen developer for the project. Fifrick explained that Commonwealth applied for Low-Income Housing Tax Credits this past cycle and were not selected just as the Westside Battery project the previous year. He noted Westside Battery was funded in this cycle. He said Commonwealth believes this is a viable project and are still invested but are requesting an extension, similar to what was done for Westside Battery, so they can apply for the tax credit next year. He stated Commonwealth will be able to amend their application to be more favorable during next year's cycle and there won't be multiple applications submitted for Wausau.

Watson mentioned that there are some infrastructure things that need to be completed as a City so the delay isn't necessarily a bad thing. Fifrick responded that it would be nice if the project could have moved forward this year but there is 100+ year old storm sewer and other infrastructure that needs to be moved so the delay could be considered a blessing.

*Rasmussen motioned to approve amendment, seconded by Lukens. **Approved Unanimously 4-0***

To: Economic Development Committee
From: Randy Fifrick, Economic Development Manager
Date: June 6, 2023
Re: Commonwealth Planning Option Extension – 700 Grand



In August of 2022, the City of Wausau released a Request for Proposals (RFP) for development of the 700 Grand Ave Sites south of the City's Downtown. The Committee ultimately selected Commonwealth Development. Commonwealth Development proposed a four-story, 50-unit affordable housing development comprised of mid-rise style apartments. The project will have one, two, and three-bedroom units serving individuals and families with younger children.

Project funding is dependent on receiving WHEDA low-income housing tax credits (LIHTC). Commonwealth applied but was not successful in receiving part of the allocation in the 2023 cycle. After consulting with WHEDA, they are eager to apply again in the next funding cycle. The current planning option for the site ends on December 31, 2023 and Commonwealth wishes to extend that date an additional year.

Staff recommends approving the Second Amendment to the Planning Option Agreement with Commonwealth Real Estate Acquisitions for 700 Grand Ave.

SECOND AMENDMENT TO PLANNING OPTION AGREEMENT

This Second Amendment (" Second Amendment") to the Planning Option between the City of Wausau, a municipal corporation of the State of Wisconsin "CITY") and Commonwealth Real Estate Acquisitions, LLC ("DEVELOPER") is made this ____ day of June, 2023.

WHEREAS, the CITY and DEVELOPER entered into a Planning Option for the property located at 700 Grand Avenue on November 15, 2022 ("Option"); and

WHEREAS, the CITY and DEVELOPER entered into an Amendment to the Option January 4, 2023; and

WHEREAS, the Option expires on December 31, 2023; and

WHEREAS, the Option may be extended for an additional six (6) months for an additional fee of \$10; and

WHEREAS, the DEVELOPER wishes to extend the Option for a period longer than six (6) months in order to apply for the next cycle of WHEDA Tax Credit applications in 2024; and

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

1. As to paragraph 1.(a) Planning Option. The Option shall be extended to December 31, 2024 for an additional \$10.

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

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

CITY OF WAUSAU BY:

Katie Rosenberg, Mayor

Kaitlyn A. Bernarde, Clerk

COMMONWEALTH REAL ESTATE ACQUISITIONS, LLC BY:

Kristi Morgan, Principal

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

RESOLUTION OF THE ECONOMIC DEVELOPMENT COMMITTEE

Approving authorization to sell 1408 Bissel Street

Committee Action: Approved 4-0

Fiscal Impact: None

File Number: 23-0632

Date Introduced: June 13, 2023

FISCAL IMPACT SUMMARY

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

WHEREAS, the City of Wausau has owned 1408 Bissel Street for over 40 years, moving a building to this site and renovating to create 8 bedrooms; and

WHEREAS, the City, in connection with the North Central Health Care created a home for severely handicapped male clients of North Central Health Care; and

WHEREAS, the City maintained and occasionally updated the property and North Central Health Care paid rent to the City; and

WHEREAS, North Central Health Care indicated that they would no longer need the property and incidents have indicated a weakening partnership; and

WHEREAS, The City gave North Central Health Care a 90-day notice to vacate that allows them through the end of July to remove personal property; and

WHEREAS, the City has an appraisal on the property; and

WHEREAS, the Economic Development Committee recommended to list this property with a real estate agent on it June 6, 2023, meeting;

NOW, THEREFORE, BE IT RESOLVED that the Common Council of the City of Wausau hereby approves authorizing the sale of 1408 Bissel Street and agrees to list the property with a real estate agent.

Approved:

Katie Rosenberg, Mayor

MINUTES

Economic Development Committee Meeting

Date / Time: Tuesday, June 6, 2023, at 5:15 P.M. | **Meeting called to order by** Watson at 5:15 P.M.

In Attendance

Members Present: Sarah Watson (C), Tom Kilian, Lisa Rasmussen, Carol Lukens

Members Absent: Chad Henke

Others Present: Shannon Graff, Tammy Stratz, Liz Brodek, Alder Doug Diny, Sean Wright – Executive Director Grand Theater, Tom Neal (Citizen), Atty. Anne Jacobson, Maryanne Groat (Webex), Mayor Katie Rosenberg, Anna Dybdahl and Joe Ellis – JEM, Robert Barteck

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

Agenda Item 5 – Discussion and possible action on sale of 1408 Bissell Street (Stratz)

*Rasmussen motioned to list the property on the MLS through a realtor, seconded by Kilian. **Approved Unanimously 4-0***



MEMO

TO: Economic Development Committee Members

FROM: Tammy Stratz, Community Development Manager

DATE: June 2, 2023

RE: 1408 Bissell Street

The City of Wausau has owned 1408 Bissell Street for over 40 years. The original building was moved to this site and then was added onto to create 8 bedrooms. The goal was to specifically work with North Central Health Care and their extremely handicapped male clients. North Central paid rent to the City and maintained the property. The City was responsible for building maintenance and upgrades.

This partnership worked very well for most of these 40 years. Several months ago we heard from the County that North Central was planning to relocate their clients and no longer needed the Bissell Street property. North Central did not confirm this but then an event happened at Bissell Street which caused the tenants to be temporarily relocated while we made some upgrades/repairs. These repairs took a couple weeks to perform. Once they were completed, North Central requested several additional, unnecessary repairs to be made before they would move back in. For example – several blinds were bent and they wanted them replaced, a kitchen cupboard was broken, a piece of trim was missing – none that should stop a tenant from moving back in.

This incident, with others throughout the years, was an indication that this partnership was no longer working and it is time to sell the house. The City gave North Central a 90-day notice to vacate – which takes them through July to remove their personal property. In the meantime, we had an appraisal completed on the property – which is attached.

Staff is requesting authorization to sell the property and return it to the tax roll. If you have any questions or concerns, please feel free to call me at 715-261-6682 or e-mail me at tammy.stratz@ci.wausau.wi.us.

Thank you.

APPRAISAL OF REAL PROPERTY

1408 Bissell St
Wausau, WI 54401



LOCATED AT

1408 Bissell St
Wausau, WI 54401
BONNIE DOON 1ST ADD LOTS 8 & 9 BLK 5

FOR

Ms. Tammy Stratz and the City of Wausau
407 Grant Street
Wausau, WI 54403

OPINION OF VALUE

295,000

AS OF

05/08/2023

BY

Benjamin Shuman
Phillips Valuation & Consulting, LLC
6005 Hilgemann Street
Weston, WI 54476
715-218-8499
ben.shuman@phillipsvaluation.com

Phillips Valuation & Consulting, LLC
6005 Hilgemann Street
Weston, WI 54476
715-218-8499

05/08/2023

Ms. Tammy Stratz and the City of Wausau
City of Wausau
407 Grant Street
Wausau, WI 54403

Re: Property: 1408 Bissell St
Wausau, WI 54401
Borrower: N/A
File No.: 23-218

Opinion of Value: \$ 295,000
Effective Date: 05/08/2023

In accordance with your request, we have appraised the above referenced property. The report of that appraisal is attached.

The purpose of the appraisal is to develop an opinion of market value for the property described in this appraisal report, as improved, in unencumbered fee simple title of ownership.

This report is based on a physical analysis of the site and improvements, a locational analysis of the neighborhood and city, and an economic analysis of the market for properties such as the subject. The appraisal was developed and the report was prepared in accordance with the Uniform Standards of Professional Appraisal Practice.

The opinion of value reported above is as of the stated effective date and is contingent upon the certification and limiting conditions attached.

It has been a pleasure to assist you. Please do not hesitate to contact me or any of my staff if we can be of additional service to you.

Sincerely, esign.alamode.com/verify Serial:49433B6B



Benjamin Shuman
License or Certification #: Trainee
State: WI Expires: 12/14/2023
ben.shuman@phillipsvaluation.com

Borrower	N/A				File No.	23-218	
Property Address	1408 Bissell St						
City	Wausau	County	Marathon	State	WI	Zip Code	54401
Client	Ms. Tammy Stratz						

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SUMMARY OF SALIENT FEATURES

SUBJECT INFORMATION	Subject Address	1408 Bissell St
	Legal Description	BONNIE DOON 1ST ADD LOTS 8 & 9 BLK 5
	City	Wausau
	County	Marathon
	State	WI
	Zip Code	54401
	Census Tract	0004.00
	Map Reference	48140
PRICE & DATE	Contract Price	\$
	Date of Contract	
PARTIES	Borrower	N/A
	Client	Ms. Tammy Stratz
DESCRIPTION OF IMPROVEMENTS	Size (Square Feet)	2,272
	Price per Square Foot	\$
	Location	N;Res;
	Age	71
	Condition	C4
	Total Rooms	8
	Bedrooms	4
	Baths	2
APPRAISER	Appraiser	Benjamin Shuman
	Effective Date of Appraisal	05/08/2023
VALUE	Opinion of Value	\$ 295,000

Phillips Valuation and Consulting, LLC

RESIDENTIAL APPRAISAL REPORT

File No.: 23-218

SUBJECT

ASSIGNMENT

MARKET AREA DESCRIPTION

SITE DESCRIPTION

DESCRIPTION OF THE IMPROVEMENTS

Property Address: 1408 Bissell StCity: WausauState: WIZip Code: 54401

County: MarathonLegal Description: BONNIE DOON 1ST ADD LOTS 8 & 9 BLK 5

Assessor's Parcel #: 291-2907-224-0008

Tax Year: 2022R.E. Taxes: \$ 0Special Assessments: \$ 0Borrower (if applicable): N/A

Current Owner of Record: City of WausauOccupant: ☐ Owner ☐ Tenant ☒ Vacant ☐ Manufactured Housing

Project Type: ☐ PUD ☐ Condominium ☐ Cooperative ☐ Other (describe)HOA: \$ 0 ☐ per year ☐ per month

Market Area Name: City of WausauMap Reference: 48140Census Tract: 0004.00

The purpose of this appraisal is to develop an opinion of: ☒ Market Value (as defined), or ☐ other type of value (describe)

This report reflects the following value (if not Current, see comments): ☒ Current (the Inspection Date is the Effective Date) ☐ Retrospective ☐ Prospective

Approaches developed for this appraisal: ☒ Sales Comparison Approach ☐ Cost Approach ☐ Income Approach (See Reconciliation Comments and Scope of Work)

Property Rights Appraised: ☒ Fee Simple ☐ Leasehold ☐ Leased Fee ☐ Other (describe)

Intended Use: To develop an opinion of market value, as of the effective date of the appraisal.

Intended User(s) (by name or type): Ms. Tammy Stratz and the City of Wausau

Client: Ms. Tammy StratzAddress: 407 Grant Street, Wausau, WI 54403

Appraiser: Benjamin ShumanAddress: 6005 Hilgemann Street, Weston, WI 54476

Location: ☐ Urban ☒ Suburban ☐ Rural

Built up: ☒ Over 75% ☐ 25-75% ☐ Under 25%

Growth rate: ☐ Rapid ☒ Stable ☐ Slow

Property values: ☐ Increasing ☒ Stable ☐ Declining

Demand/supply: ☒ Shortage ☐ In Balance ☐ Over Supply

Marketing time: ☒ Under 3 Mos. ☐ 3-6 Mos. ☐ Over 6 Mos.

Predominant Occupancy: ☒ Owner ☐ Tenant ☐ Vacant (0-5%) ☒ Vacant (>5%)

One-Unit Housing: PRICE \$(000) 35 491 270AGE (yrs) Low 19 High 122 Pred 50

Present Land Use: One-Unit 45 %2-4 Unit 5 %Multi-Unit 5 %Comm'l 15 %Other 30 %

Change in Land Use: ☒ Not Likely ☐ Likely * ☐ In Process * * To:

Market Area Boundaries, Description, and Market Conditions (including support for the above characteristics and trends): Market conditions are considered to be positive, or reflective of the generally positive market conditions of the area. MLS records indicate values appear to be stabilizing. Normal exposure time would be under 3 months. Most sales use conventional financing, financing concessions are not a factor. Normal list/sale price ratio is near to over 100%

Subject is bound to the north by Merrill Avenue, to the south by West Bridge Street, to the east by North 3rd Avenue, to the west by Highway 51. The subject neighborhood consist of a mix between residential properties, commercial and multi-family properties, and also includes Wausau West & Newman Catholic, High Schools. Access to support facilities is considered to be good, being located less than one mile from the goods and services found in the City of Wausau

Dimensions: 190'X113.75'Site Area: 21,612 sf

Zoning Classification: SR-3Description: Residential

Zoning Compliance: ☒ Legal ☐ Legal nonconforming (grandfathered) ☐ Illegal ☐ No zoning

Are CC&Rs applicable? ☐ Yes ☒ No ☐ UnknownHave the documents been reviewed? ☐ Yes ☐ NoGround Rent (if applicable) \$ /

Highest & Best Use as improved: ☒ Present use, or ☐ Other use (explain)Single family residential is considered best use of subject property.

Actual Use as of Effective Date: Senior HousingUse as appraised in this report: Single Family Residence

Summary of Highest & Best Use: To use as a single family residential property is considered best use of subject property.

UtilitiesPublicOtherProvider/Description

Electricity☒☐Public

Gas☒☐N-Gas

Water☒☐Public

Sanitary Sewer☒☐Public

Storm Sewer☒☐Public

Off-site ImprovementsTypePublicPrivate

StreetAsphalt / Black Top☒☐

Curb/GutterPublic☒☐

SidewalkNone☐☐

Street LightsPublic☒☐

AlleyNone☐☐

TopographyMostly Level

Size21,612 sf

ShapeRectangle

DrainageStandard

ViewN;Prk;

Other site elements: ☒ Inside Lot ☐ Corner Lot ☐ Cul de Sac ☐ Underground Utilities ☐ Other (describe)

FEMA Spec'l Flood Hazard Area ☐ Yes ☒ NoFEMA Flood Zone XFEMA Map # 55073C0382FFEMA Map Date 07/22/2010

Site Comments: While no adverse site conditions or external factors are known, no guarantee is made that they do not exist. No zoning problems are readily apparent. Compliance with exact setbacks and technical zoning requirements are beyond the scope of this appraisal.

General Description

of Units1☐ Acc.Unit

of Stories1

Type☒ Det. ☐ Att. ☐

Design (Style)DT1;Ranch

☒ Existing ☐ Proposed ☐ Und.Cons.

Actual Age (Yrs.)71

Effective Age (Yrs.)15

Exterior Description

FoundationMsnryBlk/Avg

Exterior WallsBrk/Vin/Avg

Roof SurfaceAsphSgh/Gd-Avg

Gutters & Dwnspts.Alum/Avg

Window TypeDH/Avg

Storm/ScreensNylon/Avg

Foundation

SlabN/A

Crawl SpaceN/A

BasementFull

Sump Pump☐ N/A

Dampness☐ N/A

SettlementN/A

InfestationN/A

Basement☐ None

Area Sq. Ft.1,638

% Finished75%

CeilingDrop

WallsStandard

FloorWD/Cer/Avg

Outside EntryWalk-Out

Heating

TypeFA

FuelN-Gas

Cooling

CentralAC

Other

Interior Description

FloorsCer/Avg

WallsDW/Avg

Trim/FinishWd/Avg

Bath FloorCer/Avg

Bath WainscotDW/Avg

DoorsStandard

Appliances

Refrigerator☒

Range/Oven☒

Disposal☐

Dishwasher☒

Fan/Hood☐

Microwave☐

Washer/Dryer☒

Attic☐ None

Stairs☒

Drop Stair☐

Scuttle☒

Doorway☒

Floor☐

Heated☐

Finished☐

Amenities

Fireplace(s) #1

Woodstove(s) #0

PatioNone

DeckWooden

PorchFront

FenceNone

PoolNone

Car Storage☐ None

Garage# of cars (6 Tot.)

Attach.0

Detach.0

Blt.-In2

Carport0

Driveway4

SurfaceAsphalt

Finished area above grade contains: 8 Rooms4 Bedrooms2 Bath(s)2,272 Square Feet of Gross Living Area Above Grade

Additional features: The subject property features a front porch and rear deck.

Describe the condition of the property (including physical, functional and external obsolescence): C4;No updates in the prior 15 years;There was no deferred maintenance observed at the time of inspection. There is no apparent functional or external obsolescence. All conditions found to be acceptable, matching those typically found in a well maintained home.

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SALES COMPARISON APPROACH

File No.: 23-218

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File No. 23-218					
Borrower	N/A				
Property Address	1408 Bissell St				
City	Wausau	County	Marathon	State	WI Zip Code 54401
Client	Ms. Tammy Stratz				

Comparables Summary & Estimated Indicated Value

Estimated indicated value is determined by using the Gross Adjustment of sale price for each comparable as a measure of the relative quality of the comp. A lower adjustment indicates a better comp, and vice versa. The ratio of gross dollar adjustment to sale price for each of the comps is used to calculate the weight each comp should have in a weighted average calculation. This weighted average is used as the indicated value of the subject. As with any method, this technique is not perfect. However, it does do a very good job of giving more weight to the most similar comps while at the same time minimizing values near the extremes of the indicated value range.

The amount of weight given to each adjusted comparable sale, is based on lowest gross adjustment. They are weighted as Comp 1, 2, 3, 4 & 5. The module gives a weighted indicated value of \$294,641.54 and is rounded to the final value of \$295,000.

The appraiser is not a home inspector, nor is the appraiser a contractor with expertise in electrical systems, plumbing, engineering, radon, termites, environmental hazards, etc. Any obvious conditions readily observable are noted. Only items that affect soundness, safety, or security of the property are required repairs under conventional loan requirements. The appraiser does not guarantee that the property is free of defects. A professional home inspection is recommended.

Signature Certification

The digital signatures in this report are duplicates of the original signature(s) and have not been altered or changed in any way.

Software Certification

Any and all references in this (TOTAL) software regarding clients, intended users, intended use, definition of value, assignment conditions, relevant characteristics, scope or work performed, and/or any other conditions / assumptions relative to this assignment are superseded by data expressly entered by the appraiser, respectively.

URAR: Site - Highest and Best Use

The subject is a legally permissible use based on its current zoning. Also, the lot size, shape and land-to-building ratio allow the present structure and indicate a good utilization of the improvements. Based on current market conditions, the existing structure as a single family residence is its financially feasible and maximally productive use. The highest and best use, as if vacant, would be to construct a single family residence.

Geographic competency statement

The subject property is located 12 miles from my office. I have spent sufficient time in the subject's market and understand the local market and the supply and demand factors relating to the specific property type and the location involved.

Comment on property values in the present market

<https://www.wra.org/> (Wisconsin Realtors Association)

March 2023 at a glance

Low inventories kept March sales low and contributed to strong price pressure over the past 12 months. Existing home sales fell 23.6% between March 2022 and March 2023, whereas the median home price rose 6.9% to \$272,500 over that 12-month period. This is consistent with the pattern seen in January and February. Overall, first quarter sales fell 27.4% relative to the first three months of 2022, and median prices rose 9.4% to \$262,500 over that same period. Inventory does follow a regular seasonal pattern, with inventory levels typically shrinking in the winter and then growing during the spring and before peaking in the summer. However, the inventory levels for March are historically low, with just 13,342 units for sale. Months of supply were at just 2.2 months in March, unchanged from a year earlier. The last time the Wisconsin housing market was balanced, with six months of supply, was August 2017. Over the past three years, March inventory levels have been consistently in the range of 2.2 months to 2.5 months, translating to a very strong seller's advantage in the market. Tight inventories were remarkably consistent throughout the state. March inventories ranged from a low of 2.0 months in the Central and Southeast regions to just 2.5 months of supply in the North region. Over the last 12 months, inventories have been tightest for entry-level homes, which are homes with sale prices ranging between \$125,000 and just under \$350,000, where there were 1.5 to 1.7 months of supply. The strongest supply was seen in higher-priced homes, priced at \$500,000 and over, where inventories stood at 4.2 months. Housing affordability is influenced by changes in income, home prices and borrowing costs. The Wisconsin Housing Affordability Index measures the fraction of the median-priced home that a qualified buyer with median family income can buy, assuming a 20% down payment and the remaining balance financed using a 30-year fixed-rate mortgage at current rates. Median prices rose 6.9% over the last 12 months, and the average monthly mortgage rate increased from 4.17% in March 2022 to 6.54% in March 2023. In contrast, the median family income is projected to have been flat over the past year. The net effect is that the Wisconsin Housing Affordability Index dropped from 181 in March 2022 to just 132 in March 2023.

File No. 23-218					
Borrower	N/A				
Property Address	1408 Bissell St				
City	Wausau	County	Marathon	State	WI Zip Code 54401
Client	Ms. Tammy Stratz				

Comment on comparable photos
The appraiser has driven past all comparable sales. MLS photos have been added for quality and clarity.

Comment on comparable sales
The comparable sales in this report have failed to bracket the subject property's GLA. Despite this fact, the comparables chosen were done so because of similarities in GLA, room count, quality, condition, and location. The comparable sales in this report are believed to be the most reflective of the subject property that have sold within the last 12 months in the market area.

Comment on Comparable Distance
The County of Marathon Wisconsin consists of approximately 1,545 square miles. Within the last 12 months, the entire county has had 1,655 closed sales, leaving one sale for approximately every 0.93 square miles. Due to the lack of data it is necessary to expand the search for accurate comparables.

ANSI Z765-2021 Statement
The subject property has been measured following the ANSI Z765-2021 standards. The main level consists of 2273 square feet of above grade finished living area. The basement is approximately 75% finished with 1229 finished square feet below grade and approximately 409 unfinished square feet of space below grade. Additionally, the subject contains a front porch and a deck. See attached sketch if further clarification is required

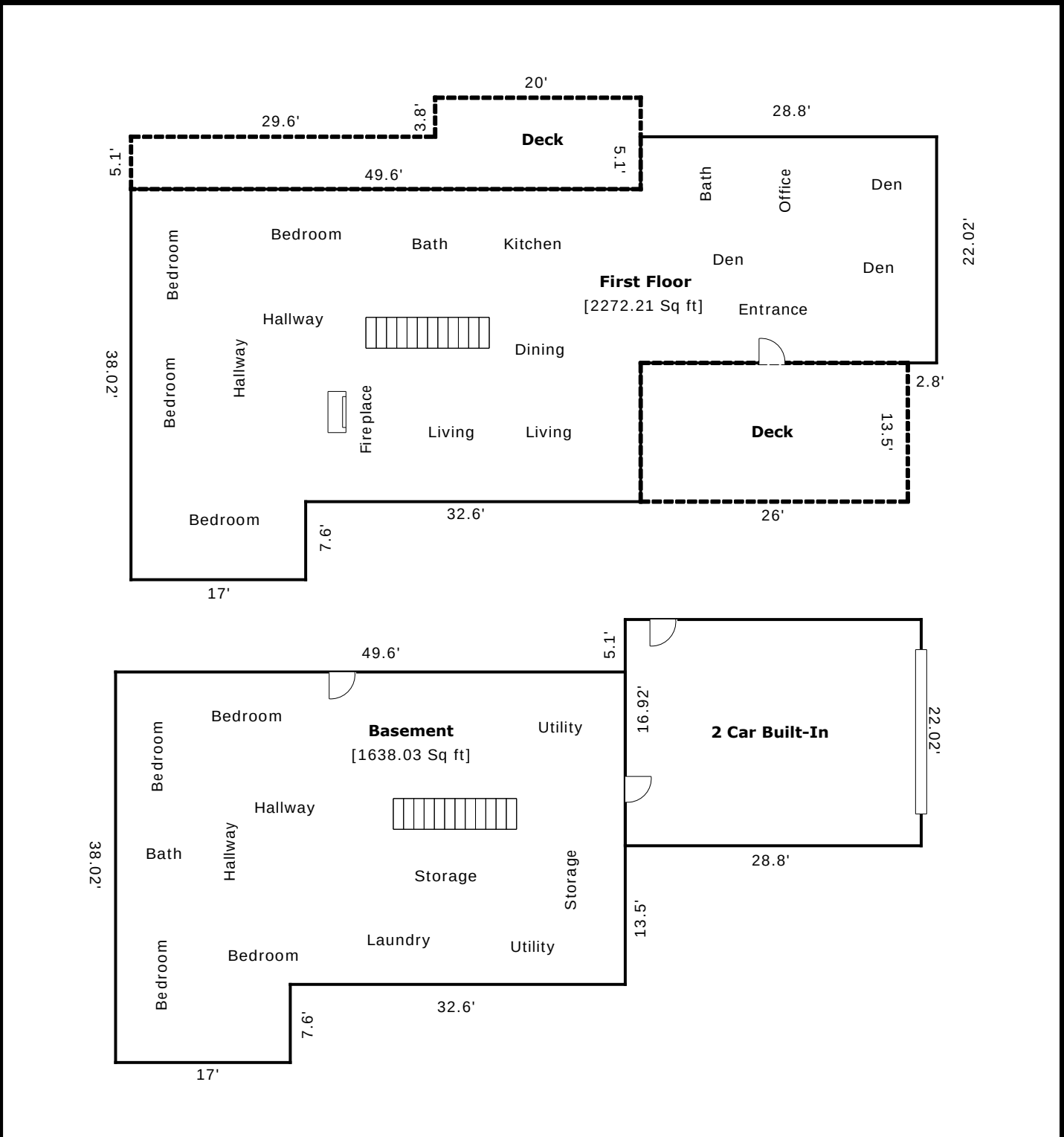
Comment On functional obsolescence
Due to the previous use as a senior care facility and the unique layout of the subject property, an adjustment for functional obsolescence was considered, but not warranted. The comparables chosen are believed to bracket the subject properties key features accurately.

Age of Subject

Subject was built in 1952 and the addition was added in 1967.

Building Sketch

Borrower	N/A				
Property Address	1408 Bissell St				
City	Wausau	County	Marathon	State	WI Zip Code 54401
Client	Ms. Tammy Stratz				



TOTAL Sketch by a la mode

Area Calculations Summary

Living Area		Calculation Details	
First Floor	2272.21 Sq ft	22.02 × 28.8 =	634.18
		30.42 × 32.6 =	991.69
		17 × 38.02 =	646.34
Total Living Area (Rounded):		2272 Sq ft	
Non-living Area			
Deck	351 Sq ft	26 × 13.5 =	351
Deck	328.96 Sq ft	8.9 × 20 =	178
		29.6 × 5.1 =	150.96
Basement	1638.03 Sq ft	30.42 × 32.6 =	991.69
		38.02 × 17 =	646.34
2 Car Built-In	634.18 Sq ft	28.8 × 22.02 =	634.18

Subject Photo Page

Borrower	N/A				
Property Address	1408 Bissell St				
City	Wausau	County	Marathon	State	WI Zip Code 54401
Client	Ms. Tammy Stratz				



Subject Front

1408 Bissell St
Sales Price
G.L.A. 2,272
Tot. Rooms 8
Tot. Bedrms. 4
Tot. Bathrms. 2
Location N;Res;
View N;Prk;
Site 21,612 sf
Quality Q4
Age 71



Subject Front



Subject Rear

Subject Photo Page

Borrower	N/A					
Property Address	1408 Bissell St					
City	Wausau	County	Marathon	State	WI	Zip Code 54401
Client	Ms. Tammy Stratz					



Subject Rear

1408 Bissell St
Sales Price
G.L.A. 2,272
Tot. Rooms 8
Tot. Bedrms. 4
Tot. Bathrms. 2
Location N;Res;
View N;Prk;
Site 21,612 sf
Quality Q4
Age 71



Subject Street



Subject Street

Interior Photos

Borrower	N/A					
Property Address	1408 Bissell St					
City	Wausau	County	Marathon	State	WI	Zip Code 54401
Client	Ms. Tammy Stratz					



Entry



Den



Den



Den



Dining



Kitchen



Living



Fireplace



Rear Entry



Bathroom 1



Bathroom 1



Bedroom 1



Bedroom 2



Hallway



Interior Photos

Borrower	N/A				
Property Address	1408 Bissell St				
City	Wausau	County	Marathon	State	WI Zip Code 54401
Client	Ms. Tammy Stratz				



Bedroom 4



Basement Staircase



Basement



Basement Laundry



Basement Utility



Basement Garage Entry



Basement Bedroom 1



Basement



Basement Utility



Basement Utility



Basement Bedroom 2



Basement Hallway



Basement Bedroom 3



Basement Bathroom 1



Interior Photos

Borrower	N/A					
Property Address	1408 Bissell St					
City	Wausau	County	Marathon	State	WI	Zip Code 54401
Client	Ms. Tammy Stratz					



Garage Interior



Electrical Panel



Basement Utility



Bathroom 2 (1st Floor)



Office (1st Floor)



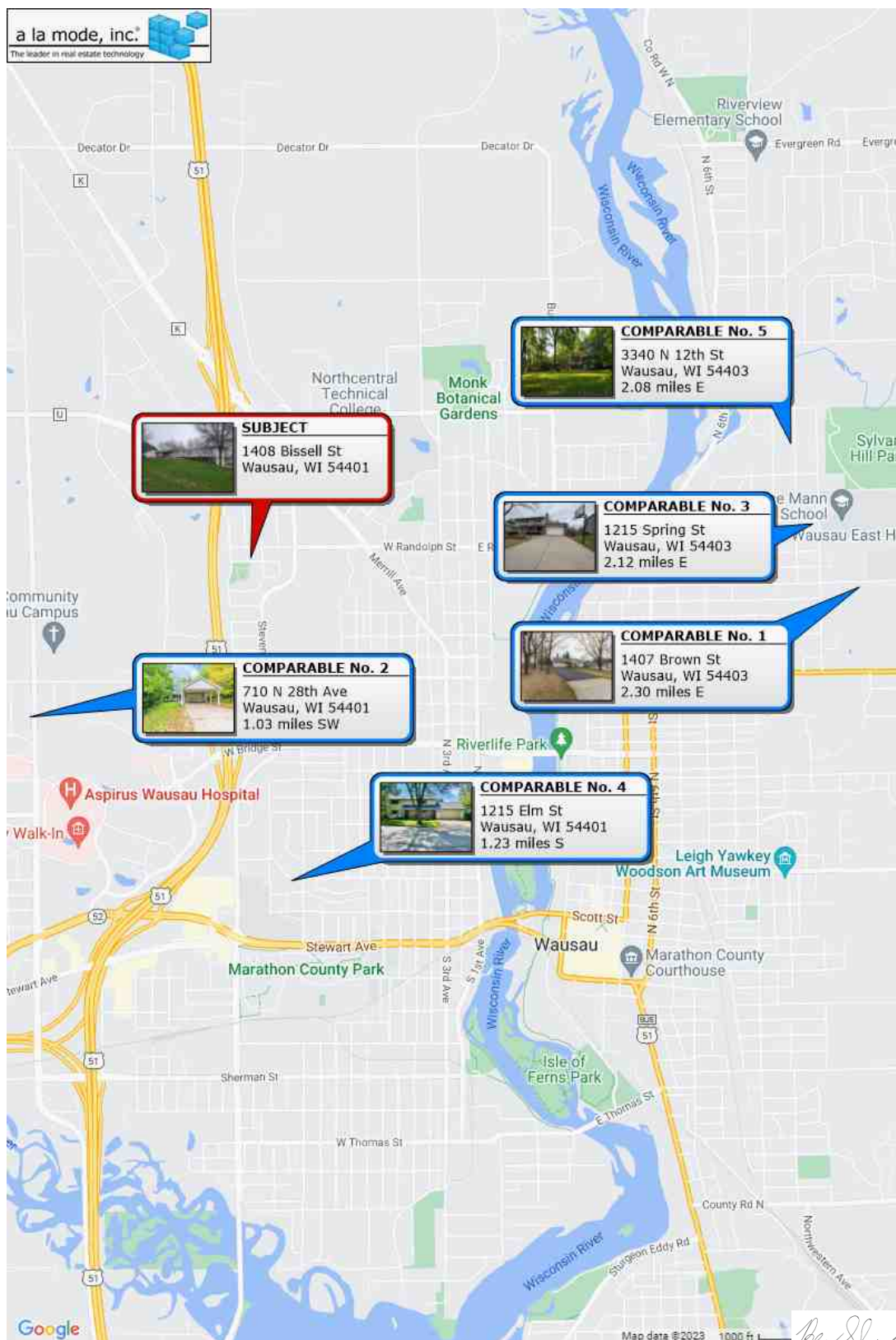
AC / Electrical Meter



Gas Meter

Location Map

Borrower	N/A				
Property Address	1408 Bissell St				
City	Wausau	County	Marathon	State	WI Zip Code 54401
Client	Ms. Tammy Stratz				



Site Map

Borrower	N/A			
Property Address	1408 Bissell St			
City	Wausau	County	Marathon	State WI Zip Code 54401
Client	Ms. Tammy Stratz			



Comparable Photo Page

Borrower	N/A					
Property Address	1408 Bissell St					
City	Wausau	County	Marathon	State	WI	Zip Code 54401
Client	Ms. Tammy Stratz					



Comparable 1

1407 Brown St	
Proximity	2.30 miles E
Sale Price	279,900
GLA	1,862
Total Rooms	7
Total Bedrms	3
Total Bathrms	2.1
Location	N;Res;
View	N;Res
Site	37,462 sf
Quality	Q4
Age	69



Comparable 2

710 N 28th Ave	
Proximity	1.03 miles SW
Sale Price	285,000
GLA	1,980
Total Rooms	7
Total Bedrms	3
Total Bathrms	2.1
Location	N;Res
View	N;Res
Site	20,909 sf
Quality	Q3
Age	27



Comparable 3

1215 Spring St	
Proximity	2.12 miles E
Sale Price	285,000
GLA	2,218
Total Rooms	8
Total Bedrms	4
Total Bathrms	2.1
Location	N;Res
View	N;Res
Site	10,890 sf
Quality	Q4
Age	58

Comparable Photo Page

Borrower	N/A					
Property Address	1408 Bissell St					
City	Wausau	County	Marathon	State	WI	Zip Code 54401
Client	Ms. Tammy Stratz					



Comparable 4

1215 Elm St	
Prox. to Subject	1.23 miles S
Sale Price	300,000
Gross Living Area	1,952
Total Rooms	8
Total Bedrooms	4
Total Bathrooms	2
Location	N;Res;
View	N;Res
Site	21,780 sf
Quality	Q4
Age	44



Comparable 5

3340 N 12th St	
Prox. to Subject	2.08 miles E
Sale Price	301,000
Gross Living Area	2,012
Total Rooms	7
Total Bedrooms	3
Total Bathrooms	2.1
Location	N;Res
View	N;Res
Site	41,818 sf
Quality	Q4
Age	83

UNIFORM APPRAISAL DATASET (UAD) DEFINITIONS ADDENDUM

(Source: Fannie Mae UAD Appendix D: UAD Field-Specific Standardization Requirements)

Condition Ratings and Definitions

C1

The improvements have been recently constructed and have not been previously occupied. The entire structure and all components are new and the dwelling features no physical depreciation.

Note: Newly constructed improvements that feature recycled or previously used materials and/or components can be considered new dwellings provided that the dwelling is placed on a 100 percent new foundation and the recycled materials and the recycled components have been rehabilitated/remanufactured into like-new condition. Improvements that have not been previously occupied are not considered "new" if they have any significant physical depreciation (that is, newly constructed dwellings that have been vacant for an extended period of time without adequate maintenance or upkeep).

C2

The improvements feature no deferred maintenance, little or no physical depreciation, and require no repairs. Virtually all building components are new or have been recently repaired, refinished, or rehabilitated. All outdated components and finishes have been updated and/or replaced with components that meet current standards. Dwellings in this category are either almost new or have been recently completely renovated and are similar in condition to new construction.

Note: The improvements represent a relatively new property that is well maintained with no deferred maintenance and little or no physical depreciation, or an older property that has been recently completely renovated.

C3

The improvements are well maintained and feature limited physical depreciation due to normal wear and tear. Some components, but not every major building component, may be updated or recently rehabilitated. The structure has been well maintained.

Note: The improvement is in its first-cycle of replacing short-lived building components (appliances, floor coverings, HVAC, etc.) and is being well maintained. Its estimated effective age is less than its actual age. It also may reflect a property in which the majority of short-lived building components have been replaced but not to the level of a complete renovation.

C4

The improvements feature some minor deferred maintenance and physical deterioration due to normal wear and tear. The dwelling has been adequately maintained and requires only minimal repairs to building components/mechanical systems and cosmetic repairs. All major building components have been adequately maintained and are functionally adequate.

Note: The estimated effective age may be close to or equal to its actual age. It reflects a property in which some of the short-lived building components have been replaced, and some short-lived building components are at or near the end of their physical life expectancy; however, they still function adequately. Most minor repairs have been addressed on an ongoing basis resulting in an adequately maintained property.

C5

The improvements feature obvious deferred maintenance and are in need of some significant repairs. Some building components need repairs, rehabilitation, or updating. The functional utility and overall livability is somewhat diminished due to condition, but the dwelling remains useable and functional as a residence.

Note: Some significant repairs are needed to the improvements due to the lack of adequate maintenance. It reflects a property in which many of its short-lived building components are at the end of or have exceeded their physical life expectancy but remain functional.

C6

The improvements have substantial damage or deferred maintenance with deficiencies or defects that are severe enough to affect the safety, soundness, or structural integrity of the improvements. The improvements are in need of substantial repairs and rehabilitation, including many or most major components.

Note: Substantial repairs are needed to the improvements due to the lack of adequate maintenance or property damage. It reflects a property with conditions severe enough to affect the safety, soundness, or structural integrity of the improvements.

Quality Ratings and Definitions

Q1

Dwellings with this quality rating are usually unique structures that are individually designed by an architect for a specified user. Such residences typically are constructed from detailed architectural plans and specifications and feature an exceptionally high level of workmanship and exceptionally high-grade materials throughout the interior and exterior of the structure. The design features exceptionally high-quality exterior refinements and ornamentation, and exceptionally high-quality interior refinements. The workmanship, materials, and finishes throughout the dwelling are of exceptionally high quality.

Q2

Dwellings with this quality rating are often custom designed for construction on an individual property owner's site. However, dwellings in this quality grade are also found in high-quality tract developments featuring residence constructed from individual plans or from highly modified or upgraded plans. The design features detailed, high quality exterior ornamentation, high-quality interior refinements, and detail. The workmanship, materials, and finishes throughout the dwelling are generally of high or very high quality.

UNIFORM APPRAISAL DATASET (UAD) DEFINITIONS ADDENDUM
(Source: Fannie Mae UAD Appendix D: UAD Field-Specific Standardization Requirements)

Quality Ratings and Definitions (continued)

Q3

Dwellings with this quality rating are residences of higher quality built from individual or readily available designer plans in above-standard residential tract developments or on an individual property owner’s site. The design includes significant exterior ornamentation and interiors that are well finished. The workmanship exceeds acceptable standards and many materials and finishes throughout the dwelling have been upgraded from “stock” standards.

Q4

Dwellings with this quality rating meet or exceed the requirements of applicable building codes. Standard or modified standard building plans are utilized and the design includes adequate fenestration and some exterior ornamentation and interior refinements. Materials, workmanship, finish, and equipment are of stock or builder grade and may feature some upgrades.

Q5

Dwellings with this quality rating feature economy of construction and basic functionality as main considerations. Such dwellings feature a plain design using readily available or basic floor plans featuring minimal fenestration and basic finishes with minimal exterior ornamentation and limited interior detail. These dwellings meet minimum building codes and are constructed with inexpensive, stock materials with limited refinements and upgrades.

Q6

Dwellings with this quality rating are of basic quality and lower cost; some may not be suitable for year-round occupancy. Such dwellings are often built with simple plans or without plans, often utilizing the lowest quality building materials. Such dwellings are often built or expanded by persons who are professionally unskilled or possess only minimal construction skills. Electrical, plumbing, and other mechanical systems and equipment may be minimal or non-existent. Older dwellings may feature one or more substandard or non-conforming additions to the original structure

Definitions of Not Updated, Updated, and Remodeled

Not Updated

Little or no updating or modernization. This description includes, but is not limited to, new homes.
Residential properties of fifteen years of age or less often reflect an original condition with no updating, if no major components have been replaced or updated. Those over fifteen years of age are also considered not updated if the appliances, fixtures, and finishes are predominantly dated. An area that is ‘Not Updated’ may still be well maintained and fully functional, and this rating does not necessarily imply deferred maintenance or physical/functional deterioration.

Updated

The area of the home has been modified to meet current market expectations. These modifications are limited in terms of both scope and cost.
An updated area of the home should have an improved look and feel, or functional utility. Changes that constitute updates include refurbishment and/or replacing components to meet existing market expectations. Updates do not include significant alterations to the existing structure.

Remodeled

Significant finish and/or structural changes have been made that increase utility and appeal through complete replacement and/or expansion.
A remodeled area reflects fundamental changes that include multiple alterations. These alterations may include some or all of the following: replacement of a major component (cabinet(s), bathtub, or bathroom tile), relocation of plumbing/gas fixtures/appliances, significant structural alterations (relocating walls, and/or the addition of) square footage). This would include a complete gutting and rebuild.

Explanation of Bathroom Count

Three-quarter baths are counted as a full bath in all cases. Quarter baths (baths that feature only a toilet) are not included in the bathroom count. The number of full and half baths is reported by separating the two values using a period, where the full bath count is represented to the left of the period and the half bath count is represented to the right of the period.

Example:
3.2 indicates three full baths and two half baths.

UNIFORM APPRAISAL DATASET (UAD) DEFINITIONS ADDENDUM
(Source: Fannie Mae UAD Appendix D: UAD Field-Specific Standardization Requirements)

Abbreviations Used in Data Standardization Text

Abbreviation	Full Name	Fields Where This Abbreviation May Appear
A	Adverse	Location & View
ac	Acres	Area, Site
AdjPrk	Adjacent to Park	Location
AdjPwr	Adjacent to Power Lines	Location
Armlth	Arms Length Sale	Sale or Financing Concessions
AT	Attached Structure	Design (Style)
B	Beneficial	Location & View
ba	Bathroom(s)	Basement & Finished Rooms Below Grade
br	Bedroom	Basement & Finished Rooms Below Grade
BsyRd	Busy Road	Location
c	Contracted Date	Date of Sale/Time
Cash	Cash	Sale or Financing Concessions
Comm	Commercial Influence	Location
Conv	Conventional	Sale or Financing Concessions
cp	Carport	Garage/Carport
CrtOrd	Court Ordered Sale	Sale or Financing Concessions
CtySky	City View Skyline View	View
CtyStr	City Street View	View
cv	Covered	Garage/Carport
DOM	Days On Market	Data Sources
DT	Detached Structure	Design (Style)
dw	Driveway	Garage/Carport
e	Expiration Date	Date of Sale/Time
Estate	Estate Sale	Sale or Financing Concessions
FHA	Federal Housing Authority	Sale or Financing Concessions
g	Garage	Garage/Carport
ga	Attached Garage	Garage/Carport
gbi	Built-in Garage	Garage/Carport
gd	Detached Garage	Garage/Carport
GlfCse	Golf Course	Location
Glfvw	Golf Course View	View
GR	Garden	Design (Style)
HR	High Rise	Design (Style)
in	Interior Only Stairs	Basement & Finished Rooms Below Grade
Ind	Industrial	Location & View
Listing	Listing	Sale or Financing Concessions
Lndfl	Landfill	Location
LtdSght	Limited Sight	View
MR	Mid-rise	Design (Style)
Mtn	Mountain View	View
N	Neutral	Location & View
NonArm	Non-Arms Length Sale	Sale or Financing Concessions
o	Other	Basement & Finished Rooms Below Grade
O	Other	Design (Style)
op	Open	Garage/Carport
Prk	Park View	View
Pstrl	Pastoral View	View
PwrLn	Power Lines	View
PubTrn	Public Transportation	Location
Relo	Relocation Sale	Sale or Financing Concessions
REO	REO Sale	Sale or Financing Concessions
Res	Residential	Location & View
RH	USDA - Rural Housing	Sale or Financing Concessions
rr	Recreational (Rec) Room	Basement & Finished Rooms Below Grade
RT	Row or Townhouse	Design (Style)
s	Settlement Date	Date of Sale/Time
SD	Semi-detached Structure	Design (Style)
Short	Short Sale	Sale or Financing Concessions
sf	Square Feet	Area, Site, Basement
sqm	Square Meters	Area, Site
Unk	Unknown	Date of Sale/Time
VA	Veterans Administration	Sale or Financing Concessions
w	Withdrawn Date	Date of Sale/Time
wo	Walk Out Basement	Basement & Finished Rooms Below Grade
Woods	Woods View	View
Wtr	Water View	View
WtrFr	Water Frontage	Location
wu	Walk Up Basement	Basement & Finished Rooms Below Grade

AIG SPECIALTY INSURANCE COMPANY

Administrative Offices - 1271 Ave of the Americas FL 37, New York, NY 10020-1304

Certificate Number: 013711480-02
 This Certificate forms a part of Master Policy Number: 035908521-02
 Renewal of Master Policy Number : 035908521-01

NOTICE: THIS INSURANCE IS WRITTEN ON A CLAIMS MADE AND REPORTED BASIS AND ONLY APPLIES TO CLAIMS FIRST MADE AGAINST THE CERTIFICATE HOLDER DURING THE CERTIFICATE PERIOD. NO COVERAGE EXISTS FOR CLAIMS FIRST MADE AGAINST THE CERTIFICATE HOLDER AFTER THE END OF THE CERTIFICATE PERIOD UNLESS, AND TO THE EXTENT, A BASIC OR EXTENDED REPORTING PERIOD APPLIES.
NOTICE: DEFENSE EXPENSES ARE INCLUDED WITHIN AND REDUCE THE APPLICABLE LIMIT OF LIABILITY STATED IN THE CERTIFICATE. PLEASE READ THE ENTIRE POLICY CAREFULLY.

NORMAN-SPENCER REAL ESTATE RISK PURCHASING GROUP INC dba
 THE AMERICAN ACADEMY OF STATE CERTIFIED APPRAISERS
 (A Delaware Corporation)

CERTIFICATE DECLARATIONS

1. Name and Address of Certificate Holder: **Phillips Valuation & Consulting, LLC**
 6005 Hilgemann Street
 Weston WI 54476

2. Certificate Period: Effective Date: 8/25/2022 to Expiration Date: 8/25/2023
 12:01 a.m. Standard Time at the Address of the Certificate Holder shown in item 1. above

2a. Retroactive Date: 8/25/2015
 12:01 a.m. Standard Time at the Address of the Certificate Holder shown in item 1. above

3. Limit of Liability: \$ each claim
 \$ aggregate limit

4. Deductible: \$ each claim

5. Professional Covered Services insured by this policy are: REAL ESTATE APPRAISAL SERVICES

6. Advance Certificate Holder Premium: \$ Surplus Lines Tax 51.60

7. Minimum Earned Premium: 25% or \$ Risk Purchasing Group Fee 40.00

Forms and Endorsements:
 See Attached Forms Schedule Total: \$

Agency Name and Address: **Norman-Spencer Agency, LLC**
 10050 Innovation Drive, Suite 340
 Miamisburg, OH 45342

IT IS HEREBY UNDERSTOOD AND AGREED THAT THE CERTIFICATE HOLDER AGREES TO ALL TERMS AND CONDITIONS AS SET FORTH IN THE ATTACHED MASTER POLICY.



County: Marathon

Authorized Representative OR
 Countersignature (in states where applicable)

Date: June 27, 2022

This Insurance contract is with an insurer which has not obtained a certificate of authority to transact a regular insurance business in the state of Wisconsin, and is issued and delivered as a surplus lines coverage pursuant to s. 618.41 of the Wisconsin Statutes. Section 618.43(1), Wisconsin Statutes, requires payment by the policyholder of 3 percent tax on gross premium. Brian Norman 8075 Washington Village Dr Dayton OH 45458.

PRG 4110 5/20

 #1111
 Serial# 49433B6B Serial# CA7B2760
 esign.alamode.com/verify

License

NO. 1844 - 10

EXPIRES: 12/14/2023

The State of Wisconsin
Department of Safety and Professional Services

Hereby certifies that
NOAH T PHILLIPS

was granted a certificate to practice as a
CERTIFIED GENERAL APPRAISER ELIGIBLE TO APPRAISE FEDERALLY
RELATED TRANSACTIONS IS AQB COMPLIANT

in the State of Wisconsin in accordance with Wisconsin Law
on the 6th day of April in the year 2012.

The authority granted herein must be renewed each biennium by the granting authority.

In witness thereof, the State of Wisconsin
Department of Safety and Professional Services
has caused this certificate to be issued under
its official seal.



David B. Linn
DPS Secretary

This certificate was printed on the 13th day of December in the year 2021

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

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

Eliminating the positions of Parking Operations Coordinator (1FTE), Parking Cashier (1 FTE), and Parking Operations Worker (0 FTE), and the creation of the position of Building Maintenance Technician (1.5 FTE)

Committee Action: HR: Approved 4-0
Finance: Approved 5-0

Fiscal Impact:

File Number: 23-0610

Date Introduced: June 13, 2023

FISCAL IMPACT SUMMARY

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

RESOLUTION

WHEREAS, the Public Works Director requested the elimination of Parking Operations Coordinator, Parking Cashier, and Parking Operations Worker, and replacing them with 1.5 FTE Building Maintenance Technicians.

WHEREAS, the proposed positions will be responsible for aiding the Facilities Manager in maintaining city buildings and;

WHEREAS, your Human Resources Committees reviewed and approved the elimination of the parking positions and the creation of 1.5 FTE Building maintenance Technicians at pay grade 21 Min \$31,624.20 Mid \$46,508.80 Max \$52,956.80. The job description had pay grade 18, which was a clerical error and:

NOW THEREFORE BE IT RESOLVED by the Common Council of the City of Wausau that the positions of Building Maintenance Technicians effective at the start of the next pay period following selection as approved by this resolution.

Approved:

Kate Rosenberg, Mayor

Human Resource Committee Packet

May 2023

Agenda Item
Request Human Resources Committee approve the Public Works Director eliminating the 2 Parking Attendant positions and adding 1.5 Building Maintenance Techs to his current Org chart.
Background
With the recent improvements in technology, and the imminent retirements of the Parking Attendants, the PWD would like to give more support to the busy Building maintenance department. With the elimination of the 2-parking attendants, he is asking to replace them with 1 fulltime and 1 part time Building maintenance techs. If approved, the move will have a net savings of .5 fte's
Fiscal Impact
The fiscal impact will be minimal. The pay will be slightly higher, but the number of FTE will be decreased by .5
Staff Recommendation
Approve the elimination of 2 Parking Attendants, and the addition of 1.5 Building Techs.
Staff contact: James Henderson (715-261-6634)

DRAFT

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

DATE/TIME: May 8, 2023, at 4:45 p.m.
LOCATION: City Hall (407 Grant Street) – Council Chambers
MEMBERS PRESENT: Becky McElhaney, Gary Gisselman, Dawn Herbst, Michael Martens
MEMBERS ABSENT: Tom Killian
Also Present: Mayor Rosenberg, J. Henderson

Discussion and Possible Action Approving the Elimination of the Positions of: Parking Operations Coordinator (1 FTE), Parking Cashier (1 FTE), and Parking Operations Worker (0 FTE) and the Creation of the Position of Building Maintenance Technician (1.5 FTE's).

Henderson explained that the Public Works Director has brought this request forward. The work of the parking positions has declined with technology, and Lindman would like to create this position to support the Facilities Manager. Henderson said that one of the employees is retiring that he is aware of. This would result in eliminating two full-time positions and creating one and a half full-time positions.

Gisselman asked what the plan is for the employee who has not provided notice. Henderson said the employee may apply for one of the new positions; the employees were notified about a year ago of the desire to eliminate the parking positions. Gisselman asked when this change will happen. Henderson said the plan is to have the change done by July. Lindman said that the employees affected were notified about this over a year ago and are responsible for choosing the direction they wish to go.

Motion by Herbst to approve the elimination of the Parking Operations Coordinator, Parking Cashier, and Parking Operations Worker position and the creation of the Building Maintenance Technician position (1.5 FTE's). Second by Martens. All ayes. Motion passed 4-0.

FINANCE COMMITTEE

Date and Time: Tuesday, May 23, 2023 @ 5:15 pm., Council Chambers

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

Others Present: Maryanne Groat, Anne Jacobson, Katie Rosenberg, Eric Lindman, Ben Bliven, Robert Barteck, Rick Rubow, James Henderson, Liz Brodek, Matthew, Matthew Rosenbloom-Jones, Gary Gisselman, Mary Goede

Discussion and possible action on Approving the Elimination of the Positions of: Parking Operations Coordinator (1 FTE), Parking Cashier (1 FTE), and Parking Operations Worker (0 FTE) and the Creation of the Position of Building Maintenance Technician (1.5 FTE's)

James Henderson, HR Director, explained the eliminated positions were the parking ramp cashier employees whose positions became obsolete and who have known this change was coming for about six months to a year.

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



JOB DESCRIPTION

Building Maintenance Tech

Job Title:	Building Maintenance Tech	Reports To:	Facilities Manager
Department:	Public Works & Utilities	FLSA Status:	Non-Exempt
Division:	Facilities	EEO Code:	8-Service-Maintenance
Salary Grade:	21	Occupational Code:	6110
Employee Group:	General Employee	Training Category:	E-Specialized
Created:	January 2023	Last Revision:	January 2023

This description is not an announcement of a position opening. To view current openings please visit www.ci.wausau.wi.us. The following statements are intended to describe, in broad terms, the general functions and responsibility levels characteristic of positions assigned to this classification. They should not be viewed as an exhaustive list of the specific duties and prerequisites applicable to individual positions that have been so classified.

Purpose of the Position

Under direction of the Facility Manager monitor and perform general operation, maintenance and minor repairs of City Buildings and facilities. Responsibilities include general minor repairs/maintenance of building structures, mechanical equipment, heating and cooling systems, plumbing, electrical, and carpentry. Work and coordinate schedules with contractors.

Essential Duties and Responsibilities

1. Responsible for assisting with general maintenance, including minor repairs of both the interior and exterior of City owned buildings as well as parking ramp and skywalk maintenance
2. Work within interdepartmental team to ensure proper maintenance of facilities
3. Document scheduled inspections and maintenance logs
4. Maintains tools, equipment and supplies along with equipment records and manuals
5. Assist with general maintenance and minor repairs of plumbing, heating and ventilation systems and fixtures, and preventative maintenance and repair
6. Assist with identifying issues and working towards resolution of issues
7. Performs general and preventative maintenance and emergency calls
8. Possess basic knowledge of current safety standards, and building and grounds maintenance principles, techniques, equipment, materials and supplies
9. Assist with maintaining building safety and health compliance
10. Assists with responding to emergencies regarding maintenance matters
11. Performs other related duties as assigned

Additional Duties and Responsibilities

- Work with 3rd party contractors and establish work schedules for work completion
- Coordinate work with other city departments operational schedules

Education and Experience Requirements

- Possession of a valid Wisconsin driver's license
- Basic knowledge of mechanical/maintenance standards and practices acquired through completion of a continuing education and/or professional experience
- Ability to establish and maintain working relationships based on mutual confidence and respect, along with the ability to assist with problem solving

Necessary Requirement: Possession of a valid Wisconsin driver's license.

Knowledge, Skills and Abilities

- Ability to establish and maintain working relationships based on mutual confidence and respect, along with the ability to identify problems and their resolutions.
- Ability to calculate percentages, fractions, decimals, volumes, ratios, present values, and spatial relationships.
- Ability to operate, maneuver and/or steer equipment and machinery requiring simple but continuous adjustments, such as motor vehicle, measuring devices, computer terminal and calculator.
- Ability to coordinate eyes, hands, feet and limbs in performing slightly-skilled movements.
- Ability to exert moderate physical effort in sedentary to light work, typically involving some combination of climbing and balancing, stooping, kneeling, crouching, crawling, lifting, carrying, pushing, and pulling.
- Ability to recognize and identify degrees of similarities or differences between characteristics of colors, forms, sounds, odors and textures associated with job-related objects, materials and tasks.

Physical and Working Environment

Employee performs standard activities requiring physical effort. The duties of the job include physical activities such as stooping, kneeling, standing, walking, lifting (lift and carry objects weighing 60 pounds or less, and push or pull objects weighing up to 100 pounds), fingering, grasping, talking, hearing/listening (perceiving sounds in order to understand signals such as spoken directions, warning alarms, or requests for information), seeing/observing, bending/twisting (of the neck, back, or torso in order to reach, lift, tend machines, move materials, etc.), reaching (extending the hands or arms in any direction in order to push, pull, or grasp an object or control), feeling (using the sense of touch in fingers, hands, or other body parts to sense the position or quality of objects) and climbing (ascending or descending steps, stairs, ladders, scaffolding, or machines). Specific vision abilities required include close, distance, and peripheral vision; depth perception; the ability to adjust focus; and distinguish objects clearly at 20 inches or less with glasses, if needed.

The employee may be exposed to disagreeable elements of high and low outdoor temperatures. The employee may be exposed to repetitive activities; intense or continuous noise; dirty environment; improper illumination; chemical hazards, and air contamination. The use of personal protection equipment (PPE) may be required, as there is significant exposure to hazards and conditions where there is a possible danger to life, health, or bodily injury, which may include mechanical, electrical, air contaminations, and heights. May be required to work in a physically confined worksite with cramped, small or restricted workplace making it difficult to stand, sit, or walk.

Close mental and visual attention is continuously required. Moderate physical demands typically found in trades work with moderate exposure to workplace hazards. Requires regular lifting, bending, twisting, turning, and use of power equipment.

Acknowledgement

All requirements of the described position are subject to change over time. The employee may be required to perform other duties as requested by the City.

Signature of Department Director: _____ Date: _____

I acknowledge that this job description is neither an employment contract nor a legal document. I have received, read, and understand the expectations for the successful performance of this job.

Printed Name: _____ Signature: _____ Date: _____

The City of Wausau is an Equal Opportunity Employer. In compliance with the American with Disabilities Act, the City will provide reasonable accommodations to qualified individuals and encourages both prospective and current employees to discuss potential accommodations with the employer.

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

Approving the reclassification of Transit Operations Manager to Deputy Transit Director

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

Fiscal Impact: \$7,779.20

File Number: 23-0611

Date Introduced: June 13, 2023

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, the Transit Director would like to reclass the current position of Transit Operations Manager to Deputy Transit Director

WHEREAS, the proposed positions will be responsible for assisting the Transit Director in the day to day operations of the Transit Department and be the second in command in Transit and;

WHEREAS, your Human Resources Committees reviewed and approved the reclassification of the transit operations manager to Deputy transit director at the salary grade of 12. MIN \$65,998.40 MID \$83,616 and MAX \$99,049.60 and;

NOW THEREFORE BE IT RESOLVED by the Common Council of the City of Wausau that the position of Deputy Transit Director be effective at the start of the next pay period following selection as approved by this resolution.

Approved:

Kate Rosenberg, Mayor

Human Resource Committee Packet

May 2023

Agenda Item
Request Human Resources Committee approve the reclassification of the Operations manager in Transit to Deputy Transit director
Background
The new Transit Director would like to elevate the position of Transit Operations Manager to Assistant Transit director to better position the organizational structure of the department. As the Operations Manager position has continued to expand, the director feels the new title will facilitate the growth needed in the department. If approved, the new position will be mentored by the director to share more responsibility for the management of the department. The new position will have the transit supervisors as direct reports and will act as director in his/her absence
Fiscal Impact
The fiscal impact will be the Transit Operations Manager moving from Grade 14 to Grade 12. She will retain her current step. The annual salary change will be \$7,779.20
Staff Recommendation
Approve the reclassification of the Transit Operations Manager to Deputy Director.
Staff contact: James Henderson (715-261-6634)

DRAFT

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

DATE/TIME: May 8, 2023, at 4:45 p.m.
LOCATION: City Hall (407 Grant Street) – Council Chambers
MEMBERS PRESENT: Becky McElhaney, Gary Gisselman, Dawn Herbst, Michael Martens
MEMBERS ABSENT: Tom Killian
Also Present: Mayor Rosenberg, J. Henderson

Discussion and Possible Action Approving the Reclassification of the Transit Operations Manager (Grade 14) to Deputy Transit Director (Grade 12).

Henderson said that the City hired a new Transit Director, and the change of the Transit Manager position to Deputy Transit Director will provide better succession planning for the City and allow the Transit Director to focus on the higher level duties for the department instead of the day-to-day operations.

McElhaney said that she has been on the Transit Committee for some time, and their hope in hiring Rosenbloom-Jones is to be able to change the direction of the department, think more about public-private partnerships, and other changes (routes, schedules, etc.) that could benefit the department. McElhaney said that Newman has a good handle of the day-to-day operations of the department and the hope is for the director and deputy director to work together to strive for changes and to run the department efficiently.

Mayor Rosenberg spoke in support of this change, saying she believes that it will help having two people focusing on the vision, operations, and change for the department.

Gisselman questioned the position changing from a grade 14 to a grade 12. Henderson explained that the change would put the position more in line with the other deputy director positions, and a significant change to the job description will be to have the supervisors report to the deputy instead of the director.

Gisselman questioned if the City worked with Gallagher to determine the grades so that they are placed appropriately according to their structure. Henderson said that the City is currently doing a wage study, not a classification study, and that the City has flexibility and control to place positions in classifications where it sees fit, if needed. Gisselman said that Gallagher did the City's classification in 2019 and plans to have one every five years, and is concerned about positions being placed correctly within the classification system that Gallagher developed for the City. Henderson said that he is worried about losing people if the City waits for the next classification study, and that usually there is an 8-10 year gap in between classification studies, not 3-5 years. Gisselman said he is just concerned about the changes being made meshing with what has been done in the past. Henderson said that there is an art and science to

classification, and goals, budget, and equity should be considered internally, as he feels you cannot solely depend on a contractor to do that for an organization. Henderson said that positions being brought forward at this meeting have seen an increase in responsibilities over time and need to be adjusted accordingly.

Motion by Herbst to approve the reclassification of the Transit Operations Manager (Grade 14) to Deputy Transit Director (Grade 12). Second by Martens. All ayes. Motion passed 4-0.

FINANCE COMMITTEE

Date and Time: Tuesday, May 23, 2023 @ 5:15 pm., Council Chambers

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

Others Present: Maryanne Groat, Anne Jacobson, Katie Rosenberg, Eric Lindman, Ben Bliven, Robert Barteck, Rick Rubow, James Henderson, Liz Brodek, Matthew, Matthew Rosenbloom-Jones, Gary Gisselman, Mary Goede

Discussion and possible action on the Reclassification of the Transit Operations Manager (Grade 14) to Deputy Transit Director (Grade 12).

James Henderson explained with the previous director's retirement this is more of a reorganization.

Matthew Rosenbloom-Jones, Transit Director, stated his role is to provide a lot of the long-term visioning and planning to grow the transit system to meet the needs of the community. He stated specific to this Deputy Director role is the number of ever-growing mandates ranging from safety to ADA. Part of the role will be to handle a lot of the operational compliance issues as well as managing the overall day to day operations. It molds the Transit Operations Manager into a position that has more of a director type workflow when it comes to formulating policy to ensure compliance with the federal government mandates.

Motion by Lukens, second by Diny to approve the reclass. Motion carried 5-0.



Job Description

Position Title: Deputy Director of Transit

Division: Transit

Reports To: Transit Director

Pay Grade: 12

FLSA: Exempt

Occupation Code:

This description is not an announcement of a position opening. To view current openings please visit www.ci.wausau.wi.us. The following statements are intended to describe, in broad terms, the general functions and responsibility levels characteristic of positions assigned to this classification. They should not be viewed as an exhaustive list of the specific duties and prerequisites applicable to individual positions that have been so classified.

Purpose of the Position

The purpose of this position is to plan, direct and supervise transit system administration and operation for the City of Wausau.

Essential Duties and Responsibilities

1. Serves as acting Transit Director when the Transit Director is absent.
2. Assists with Federal Transit Administration and Wisconsin DOT reports regarding City transit activities.
3. Assists with grant application and management.
4. Responds to customer complaints and escalates to Director when appropriate.
5. Oversees day to day operations of the transit system.
6. Oversees FTA Drug & Alcohol Program, interviewing and hiring for operations positions and street supervision.
7. Serves as first point of contact for issues relating to the labor agreement. Escalates to Director when necessary. Assigns work, trains employees, provides guidance, determines disciplinary action consistent with the labor agreement and department policies.
8. Prepares materials and presents educational information to customers regarding transit opportunities.
9. Prepares training, accident, and discipline and attendance reports.
10. Serves as direct supervisor for Operations Supervisors. Trains, develops, guides and corrects Operations Supervisors.
11. Analyzes operations for efficiency and effectiveness. Evaluates safety procedures, policies and needs. Participates in policy development. Monitor safety training and procedures.
12. Investigates accidents and determines preventability.
13. Develops and implements policies and procedures including the responsibility of employee safety.
14. Consults with insurance carriers on issues of safety and loss.
15. Consults with school districts on issues of student transportation.
16. Consults with police department and emergency government on issues of safety and security.
17. Keeps abreast of State and Federal requirements relating to safety, security and vehicle operations.
18. Performs duties of subordinates as necessary in their absence

Additional Duties and Responsibilities

- Provides written and oral information regarding transit services.
- Supervises drivers.
- Copies and types documents, faxes messages, etc.
- Performs various duties and special projects as assigned.

Job Requirements

Bachelor's degree in Business Administration, Management, Public Administration, Planning, Transportation or related field, three to five years progressively responsible transportation administration experience, or any combination of education and experience that provides equivalent knowledge, skills, and abilities. A valid, Wisconsin Commercial driver's license (CDL) required.

Performance Specifications

- Ability to decide the time, place and sequence of operations within an organizational framework, as well as the ability to oversee their execution. Ability to analyze and categorize data and information using established criteria, in order to determine consequences and to identify and select alternatives.
- Ability to manage and direct a group of workers, including the ability to provide counseling and mediation. Ability to persuade, convince and train others. Ability to advise and interpret regarding the application of policies, procedures and standards to specific situations.
- Ability to utilize a variety of advisory data and information such as personnel records, police reports, accident reports, insurance forms, billing invoices, labor grievances, job applications, performance appraisals, worker's compensation forms, schedules, labor agreements, technical operating manuals, computer software operating manual, training manuals, procedures, guidelines and non-routine correspondence.
- Ability to communicate orally and in writing with customers, Wisconsin DOT personnel, Federal Transit Administration personnel, Transit Commission members, Mayor, City Council members, planning personnel, vendor representatives, other City department personnel, union representatives and Transit employees.
- Ability to calculate percentages, fractions, decimals, volumes, ratios, present values, and spatial relationships. Ability to interpret basic descriptive statistical reports.
- Ability to use functional reasoning in performing influence functions such as supervising, managing, leading, teaching, directing and controlling.
- Ability to exercise the judgment, decisiveness and creativity required in situations involving the direction, control and planning of an entire program or multiple programs.
- Ability to operate, maneuver and/or steer equipment and machinery requiring simple but continuous adjustments, such as computer keyboard, calculator/adding machine, photocopier, coins sorter, telephone, fax machine and transit bus.
- Ability to coordinate eyes, hands, feet and limbs in performing slightly-skilled movements such as operating a bus.
- Ability to exert light physical effort in sedentary to light work, typically involving lifting, carrying, pushing and pulling.

Work Environment

Ability to work under moderately safe and comfortable conditions where exposure to environmental factors such as odors and toxic agents may cause some discomfort and where there is a risk of minor injury.

Acknowledgement

All requirements of the described position are subject to change over time. The employee may be required to perform other duties as requested by the City.

Signature of Department Director: _____ Date: _____

I acknowledge that this job description is neither an employment contract nor a legal document. I have received, read, and understand the expectations for the successful performance of this job.

Printed Name: _____ Signature: _____ Date: _____

The City of Wausau is an Equal Opportunity Employer. In compliance with the American with Disabilities Act, the City will provide reasonable accommodations to qualified individuals and encourages both prospective and current employees to discuss potential accommodations with the employer.

DRAFT

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

Approving the reclassification of Admin IV DPW to Office Manager

Committee Action: HR: Approved 4-0

Fin: Approved 5-0

Fiscal Impact: None

File Number: 23-0612

Date Introduced: June 13, 2023

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, the Public Works Director would like to rename the Admin IV position to Office Manager. The reclassification better fits the actual duties of the position and;

WHEREAS, the proposed position will be responsible for assisting the Public Works Director in the day to day administrative and budgeting responsibilities for the department and;

WHEREAS, your Human Resources Committees reviewed and approved the reclassification of the Admin IV position to Office Manager with no change in salary grade and;

NOW THEREFORE BE IT RESOLVED by the Common Council of the City of Wausau that the position of Office Manager be effective at the start of the next pay period as approved by this resolution.

Approved:

Kate Rosenberg, Mayor

Human Resource Committee Packet

May 2023_2

Agenda Item
Request Human Resources Committee approve the reclassification of the Admin IV in PW to Office Manager
Background
The current Admin IV in Public Works has taken on more management level duties in the department. Although she will no longer have direct reports, her job has taken on other roles like budgeting for the department. The PWD feels the title of “Office Manager” more accurately describes her current duties.
Fiscal Impact
The fiscal impact will be none
Staff Recommendation
Approve the position title change of the PW Admin IV to Office Manager
Staff contact: James Henderson (715-261-6634)

DRAFT

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

DATE/TIME: May 8, 2023, at 4:45 p.m.
LOCATION: City Hall (407 Grant Street) – Council Chambers
MEMBERS PRESENT: Becky McElhaney, Gary Gisselman, Dawn Herbst, Michael Martens
MEMBERS ABSENT: Tom Killian
Also Present: Mayor Rosenberg, J. Henderson

Discussion and Possible Action Approving the Change of Administrative Assistant IV DPW-Engineering (Grade 17) to Office Manager DPW-Engineering (Grade 17).

Henderson explained that the difference between an Administrative Assistant III and an Administrative Assistant IV is that a IV has supervisory responsibilities. This position will no longer be supervising but has taken on more responsibilities, including budgeting, which Henderson feels is a management level responsibility, and the position should remain at the current grade level.

Motion by Gisselman to approve the change of Administrative Assistant IV DPW-Engineering (Grade 17) to Office Manager DPW-Engineering (Grade 17). Second by Herbst. All ayes.
Motion passed 4-0.

FINANCE COMMITTEE

Date and Time: Tuesday, May 23, 2023 @ 5:15 pm., Council Chambers

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

Others Present: Maryanne Groat, Anne Jacobson, Katie Rosenberg, Eric Lindman, Ben Bliven, Robert Barteck, Rick Rubow, James Henderson, Liz Brodek, Matthew, Matthew Rosenbloom-Jones, Gary Gisselman, Mary Goede

Discussion and possible action on the Change of Administrative Assistant IV DPW-Engineering (Grade 17) to Office Manager DPW-Engineering (Grade 17)

No discussion. Motion by Lukens, second by Diny to approve. Motion carried 5-0.



JOB DESCRIPTION

Office Manager - DPW

Job Title:	Office Manager	Reports To:	Director of Public Works & Utilities
Department:	Public Works & Utilities	FLSA Status:	Non-Exempt
Division:	Engineering/GIS	EEO Code:	6-Administrative Support
Salary Grade:	17	Occupational Code:	0006
Employee Group:	General Employee	Training Category:	D-Staff
Created:		Last Revision:	February 2023

This description is not an announcement of a position opening. To view current openings please visit www.ci.wausau.wi.us. The following statements are intended to describe, in broad terms, the general functions and responsibility levels characteristic of positions assigned to this classification. They should not be viewed as an exhaustive list of the specific duties and prerequisites applicable to individual positions that have been so classified.

Purpose of the Position

The purpose of this position is to provide administrative and secretarial support for the Department of Public Works for the City of Wausau. Perform specialized and complex administrative work of significant responsibility including work with confidential documents and preparing/managing documents with significant financial impacts. Responsible for performing and managing detailed work with frequent disruptions.

Essential Duties and Responsibilities

1. Performs administrative duties for department director and other management staff including a wide variety of general and **complex administrative** and office management duties; works with professionals requiring knowledge of programs and policies; responds to inquiries for information from other departments, the public, and other public agencies.
2. **Ensures established policies and proper order** of review are followed when drafting/preparing documents for committee, commission and council meetings.
3. **Assists department** director with confidential matters, including sensitive personnel issues which could result in discipline and confidential closed session committee items which have the potential for large fiscal impacts. Reviews confidential pre-qualification documents for bidding.
4. **Hires, supervises, manages full-time and part-time employees of the parking division; works with employees to correct deficiencies; oversees routine operations of the parking division facilities.**
5. Assists in developing, coordinating, and monitoring the Public Works Department operational and capital budgets; provides responsible budget preparation, analysis and monitoring support; performs a wide variety of bookkeeping and accounting functions which include payroll/job costing, accounts payable, accounts receivable, purchase orders, purchase of department supplies.
6. Receives and responds to inquiries, concerns and complaints from Council members, City personnel, outside agencies and the general public by disseminating information of both a routine and complex nature requiring discretionary judgment and extensive knowledge of City policies, procedures, activities, etc., or referring issues and concerns to the appropriate staff member.
7. **Knowledge of state statutes regarding** procurement requirements, contracts, wage determinations and bidding requirements. Manages all aspects of online bidding process.
8. Prepares and administers contract documents for public construction improvement projects and

- professional services contracts properly following procurement policies.
9. Assists in the preparation of contract documents including securing wage rates, scheduling bid openings advertising bids, preparing bid proposals, gathering WisDOT Standard Detail Drawings and specifications
 10. Reviews contract documents for appropriate insurance and bonding documents. Reviews Certificates of Insurance to ensure proper limits are met for contracts, permits, and licenses.
 - 11.
 12. **Processes complex contract purchase orders**, payments and change orders for construction improvement and professional services contracts..
 13. Assists in the preparation of Request for Proposals (RFP's) for professional services related to technical engineering concepts.
 14. Schedules and manages all snow/ice complaints related to sidewalks and ensures initial/follow-up inspections are scheduled/completed within city policy and code.
 15. **Prepares special assessments** for public improvement projects and annexations; provides statutory notices to property owners; schedules hearings; assures accuracy and timeliness of assessments to be levied.
 16. Prepares meeting agendas and supporting materials; attends meetings; records, transcribes and distributes minutes; prepares resolutions and ordinances from committee action; conducts follow-up assignments as necessary.
 17. Maintains City of Wausau website for Engineering, GIS, Streets, Water and Sewer Utilities, Parking, and Garbage and Yard Waste Services.
 18. Reviews documents submitted by contractors for requesting Licenses and ensures documents meet requirements and policies.
 19. Develops office procedures, routines, and filing systems as necessary; assesses efficiency of department procedures and recommends changes to management.
 20. **Prepares and distributes legal notices** for public hearings, publications, postings and mailings pursuant to state statutes, Wausau Municipal code and established procedures. Prepares legal documents such as partial release of mortgages and easements.
 21. Maintains follow-up system on reports or actions which are required on a periodic basis, such as publication of notices, license renewals, annual action required by committees, collection of fees.
 22. Composes and types hearing notices, public service bulletins, memos, letters, routine correspondence, and other documents from handwritten copy, shorthand notes, and dictation. Proofreads and edits all materials to assure proper layout, correct grammar, spelling, punctuation, composition, and inclusion of all pertinent information.
 23. Schedules appointments and meetings; screens incoming calls, mail, visitors and other requests; provides detailed information on each department or City service or process; directs questions to other appropriate staff when necessary.

Additional Duties and Responsibilities

- Performs various duties and special projects as assigned.

Education and Experience Requirements

This position requires an Associate Degree in a technical field such as an Administrative Assistant program with four to six years of progressive experience or any combination of education and experience that provides equivalent knowledge, skills, and abilities.

Knowledge, Skills and Abilities

Word-Advanced

Excel-Intermediate

PowerPoint-Intermediate & Advanced

- Ability to analyze and categorize data and information in order to determine the relationship of the data with reference to established criteria/standards. Ability to compare, count, differentiates measure and sort information. Ability to assemble, copy, record and transcribe data and information.
- Ability to counsel, mediate and/or provide first line supervision. Ability to persuade, convinces, and trains others. Ability to advise and provide interpretation regarding the application of policies, procedures and standards to specific situations.
- Ability to utilize a wide variety of descriptive data and information, such as regulations, time sheets, invoices, purchase orders, Department statistical and narrative reports, training records, meeting agendas and minutes, schedules, ordinances, directories, policy and procedure manuals, correspondence and computer software operating manuals.
- Ability to communicate effectively with Department personnel, City committee members, the general public, county personnel and other City Department personnel.
- Ability to add and subtract, multiply and divide, and calculate percentages, fractions, and decimals.
- Ability to use functional reasoning in performing semi-routine functions involving standardized work with some choice of action.
- Ability to exercise the judgment, decisiveness and creativity in situations involving a variety of pre-defined duties subject to frequent change.
- Ability to operate office equipment and machinery requiring simple but continuous adjustments, such as multi-line telephone, computer keyboard/terminal, fax machine, photocopier, computer printer and calculator.
- Ability to coordinate eyes, hands, feet and limbs in performing skilled movements such as rapid keyboard use.
- Ability to exert light physical effort in sedentary to light work, typically involving lifting, carrying, pushing and pulling.
- Ability to work under safe and comfortable conditions where exposure to environmental factors is minimal and poses little to no risk of injury.
- Ability to exert very moderate physical effort in sedentary to light work, typically involving some combination of stooping, kneeling, crouching and crawling, lifting, carrying, pushing and pulling.

Physical and Working Environment

Normal office working conditions within minimal exposure to disagreeable elements.

Normal mental and visual attention is required. Light physical demands to include bending, twisting, turning, and light lifting. Limited exposure to workplace hazards.

Acknowledgement

All requirements of the described position are subject to change over time. The employee may be required to perform other duties as requested by the City.

Signature of Department Director: _____ Date: _____

I acknowledge that this job description is neither an employment contract nor a legal document. I have received, read, and understand the expectations for the successful performance of this job.

Printed Name: _____ Signature: _____ Date: _____

The City of Wausau is an Equal Opportunity Employer. In compliance with the American with Disabilities Act, the City will provide reasonable accommodations to qualified individuals and encourages both prospective and current employees to discuss potential accommodations with the employer.

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

RESOLUTION OF THE HUMAN RESOURCES COMMITTEE

Approving the reclassification of Admin III in fire to Administrative Analyst

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

Fiscal Impact: \$9,256.00

File Number: 23-0613

Date Introduced: June 13, 2023

FISCAL IMPACT SUMMARY

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

RESOLUTION

WHEREAS, the Fire Chief and HR examined the duties of the Admin III and determined her duties far exceeded the duties in her job description and;

WHEREAS, the proposed position will continue to execute the administrative duties in the Fire department and also take care of many of the special IT duties in the Fire Department and;

WHEREAS, your Human Resources Committees reviewed and approved the reclassification of the Admin III to Administrative Analyst at the salary grade of 17. MIN \$50,648.00 MID \$ \$62,315.80 and MAX \$70,928.00 and;

NOW THEREFORE BE IT RESOLVED by the Common Council of the City of Wausau that the position of Administrative Analyst be effective at the start of the next pay period following selection as approved by this resolution.

Approved:

Kate Rosenberg, Mayor

Human Resource Committee Packet

May 2023

Agenda Item
Request Human Resources Committee approve the reclassification of the Admin III in Fire to Admin Analyst
Background
During the 2022 annual performance appraisal of the Fire Department Administrative Assistant, we reviewed her job description. We discovered that a huge portion of her duties was not included in her current job description. None of her software, hardware, data analytics, and IT work were included in the job description.
Fiscal Impact
The fiscal impact will be going from Grade 19 to grade 17. Employee will retain her step. The change in salary will be \$9,256
Staff Recommendation
Approve the reclassification of the Admin III to Admin Analyst.
Staff contact: James Henderson (715-261-6634)

DRAFT

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

DATE/TIME: May 8, 2023, at 4:45 p.m.
LOCATION: City Hall (407 Grant Street) – Council Chambers
MEMBERS PRESENT: Becky McElhaney, Gary Gisselman, Dawn Herbst, Michael Martens
MEMBERS ABSENT: Tom Killian
Also Present: Mayor Rosenberg, J. Henderson

Discussion and Possible Action Approving the Reclassification of Administrative Assistant III Fire (Grade 19) to Administrative Analyst Fire (Grade 17).

Henderson asked Chief Barteck to speak about this reclassification request. Barteck explained that during an annual performance review, job descriptions are reviewed. In 2022 when Barteck did the review for this employee, he said it was very apparent that the job description did not cover the scope of work that the employee was doing. Barteck said that when the employee started in the position, it involved the duties and responsibilities listed on the job description, however, since then, it has morphed into a position that oversees many of aspects of the hardware and software of the department, which seem to increase every year. Barteck said that the department would be lost without the knowledge of this employee. Barteck spoke with the CCITC Director about this position and how to properly classify it, being that it involves administrative duties and technical duties; it was decided that a title of Administrative Analyst was the best fit.

Martens asked if this would open the possibility of the Fire Department adding an Administrative Assistant due to its' size and the workload of the current assistant. Barteck said that he would like to see a position added in the future.

Mayor Rosenberg said that the person in this position has also been helping with the City's new website, as CCIT was not able to assist the City and is in favor of considering the reworking of the job.

Motion by Martens to approve the reclassification of Administrative Assistant III Fire (Grade 19) to Administrative Analyst Fire (Grade 17). Second by Gisselman. All ayes. Motion passed 4-0.

FINANCE COMMITTEE

Date and Time: Tuesday, May 23, 2023 @ 5:15 pm., Council Chambers

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

Others Present: Maryanne Groat, Anne Jacobson, Katie Rosenberg, Eric Lindman, Ben Bliven, Robert Barteck, Rick Rubow, James Henderson, Liz Brodek, Matthew, Matthew Rosenbloom-Jones, Gary Gisselman, Mary Goede

Discussion and possible action on Approving the Reclassification of Administrative Assistant III Fire (Grade 19) to Administrative Analyst Fire (Grade 17)

No discussion. Motion by Diny, second by Martens to approve. Motion carried 5-0.



JOB DESCRIPTION

Administrative Analyst

Job Title:	Administrative Analyst	Reports To:	Fire Chief
Department:	Fire	FLSA Status:	Non Exempt
Division:	Fire	EEO Code:	6-Administrative Support
Salary Grade:	17	Occupational Code:	0008
Employee Group:	General Employee	Training Category:	D-Staff
Created:		Last Revision:	February 2023

This description is not an announcement of a position opening. To view current openings, please visit www.ci.wausau.wi.us. The following statements are intended to describe, in broad terms, the general functions and responsibility levels characteristic of positions assigned to this classification. They should not be viewed as an exhaustive list of the specific duties and prerequisites applicable to individual positions that have been so classified.

Purpose of the Position

The purpose of this classification is to perform administrative analytics to support the mission of the Wausau Fire Department.

Essential Duties and Responsibilities

The following duties are normal for this classification. They are not exclusive or all-inclusive. Other duties may be required and assigned.

- Manage department scheduling software to include, but not limited to, placing employees on an appropriate schedule, building an annual schedule, removing employees after termination or resignation, and transferring employees to different schedules. Review and enter or correct payroll data for department employees.
- Receive all incoming invoices, verify for accuracy, compare to the original purchase order, and apply appropriate accounting codes for payment from specific budget line items. Prepare all accounts receivables to include, but are not limited to, reinspection fees, false alarm fees, etc. Coordinate with the Finance department to transfer unpaid receivable invoices to the tax roll.
- Independently prepares various Department reports from compiled information such as EMS state reports, Fire Prevention program reports, and the National Fire Incident Reporting System reporting.
- Prepare and respond to open records requests for fire incident reports, emergency medical incidents, or environmental record requests.
- Organizes and maintains files and records, both paper-based and electronic, to include supervisor files, fire prevention files, and other department files.
- Researches, prepares, and maintains content for the Department's website and social media.
- Performs data entry from department members such as the clothing officer, vehicle officer, hose officer, testing records, training records, etc.
- Maintains department software, hardware, and applications. Provides training and support to department personnel on the same. Department software includes National Fire Incident Reporting Systems (NFIRS), Electronic Patient Care Reports (ePCRs), Training and Activity tracking, Fire Inspections, Department Policies and Procedures, Computer Automated Dispatching, Fire Department Alerting System, Employee Review/Feedback, Department Identification Cards, and City/County Door/Badge access systems.

- Serve as main account contact for cellular telephone and authorize employee personal devices under FirstNet (not billed under City cellular invoice)
- Department Liaison for the CCITC Committee. Investigate and correct initial department IT questions or problems and coordinate with CCITC to correct issues if they are more complex.
- Maintains department's Material Safety Data Sheets (MSDS) files.
- Records and maintains minutes of various department meetings and functions as directed.
- As required, accompanies senior department personnel to incidents and operations centers for data entry and report development as directed.
- Maintains office supplies and materials for all fire stations, including chairs, desks, and file cabinets.
- Types of various documents such as memos, policies, forms, correspondence, reports, meeting agendas, minutes, and personnel records. Drafts correspondence, reports, memos, etc., for the signature of the appropriate supervisor.
- Assists inspection bureau as required with inspection of and assistance at special events.
- Maintains appointment, meeting, and event calendars of training, tours, programs, and department demonstrations. May schedule appointments, meetings, and events and monitor the same.
- Receives, sorts, and distributes incoming mail and processes outgoing mail.
- Performs reception tasks. Receives, screens, and routes telephone calls.
- Receives and relays messages. Greets and directs visitors. Provides routine information to questions regarding Department policies, procedures, etc. Refers to questions to the appropriate person for resolution.
- Assists with annual department budget preparation.
- Assists Fire Prevention Division in the development, implementation, and execution of their fire prevention public education programs and City-wide Knox box program.
- Maintains knowledge of current office management techniques, policies, and principles.
- Responds to emergency incidents as needed and perform duties of a scribe.
- Prepares hazardous material (HAZMAT) quarterly reports and coordinates with Hazmat Coordinator or Assistant Coordinator for review and submits to the State of Wisconsin. Tracks and updates hazmat roster with the State of Wisconsin.
- Coordinate and assist other local fire departments with fire department alerting system software and computer automated dispatching, as well as troubleshoot any issues.

Job Requirements

High school diploma with supplemental education with one to three years of administrative experience or any combination of education and experience that provides equivalent knowledge, skills, and abilities. Experience in web-based programs and website maintenance preferred.

Knowledge, Skills, and Abilities

Advanced Level-MS Word, Excel, PowerPoint

Proficient with specific software for departmental functions

- Ability to classify, compute and tabulate data and information, following a prescribed plan requiring the exercise of some judgment. Ability to compare counts and differentiates measure and sort information. Ability to assemble, copy, record, and transcribe data and information.
- Ability to advise and provide interpretation to others on how to apply policies, procedures, and standards to specific situations.
- Ability to utilize a wide variety of descriptive data and information, such as regulations, non-routine correspondence, billing statements, invoices, payroll records, time sheets, schedules and calendars, a variety of departmental reports, computer software operating manuals, ordinances, contracts, and general operating manuals.

- Ability to communicate orally and in writing with Department personnel, other Citydepartment personnel, and citizens.
- Ability to add and subtract, multiply and divide, and calculate percentages, fractions, and decimals.
- Judgment and Situational Reasoning Ability
- Ability to use functional reasoning and independently apply rational judgment in performing diversified work activities.
- Ability to exercise judgment, decisiveness, and creativity in situations involving a variety of pre-defined duties subject to frequent change.
- Ability to operate, maneuver and steer equipment and machinery requiring simple but continuous adjustments, such as computer keyboard/terminal, calculator, multi-line telephone, photocopier, fax machine, and computer printer.
- Ability to coordinate eyes, hands, feet, and limbs in performing skilled movements such as rapid keyboard use.
- Ability to exert light physical effort in sedentary to light work, typically involving lifting, carrying, pushing, and pulling.
- Environmental Adaptability
- Ability to work under safe and comfortable conditions where exposure to environmental factors poses some risk of injury.

Physical and Working Environment

Ability to work under safe and comfortable conditions where exposure to environmental factors is minimal and poses little to no risk of injury. This position may be required to accommodate different shifts and City locations on occasion.

Acknowledgment

All requirements of the described position are subject to change over time. The employee may be required to perform other duties as requested by the City.

Signature of Department Director: _____ Date: _____

I acknowledge that this job description is neither an employment contract nor a legal document. I have received, read, and understand the expectations for the successful performance of this job.

Printed Name: _____ Signature: _____ Date: _____

The City of Wausau is an Equal Opportunity Employer. In compliance with the Americans with Disabilities Act, the City will provide reasonable accommodations to qualified individuals and encourage prospective and current employees to discuss potential accommodations with the employer.

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

Approving the reclassification of Occupancy Specialist CDA from Grade 20 to Grade 19

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

Fiscal Impact: \$3577.60

File Number: 23-0614

Date Introduced: June 13, 2023

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, the Development Director significantly changed the job description of the Occupancy Specialist to take on higher level duties and act as a back-up to the Housing Project Coordinator and;

WHEREAS, the proposed position will continue to execute the duties of the Occupancy Specialist and act as a back-up to the Housing Project Coordinator and;

WHEREAS, your Human Resources Committees reviewed and approved the reclassification of the Occupancy Specialist in CDA at the salary grade of 19. MIN \$43,846.40 MID \$ \$53,955.20 and MAX \$61,401.60 and;

NOW THEREFORE BE IT RESOLVED by the Common Council of the City of Wausau that the reclassification of position of Occupancy Specialist be effective at the start of the next pay period following selection as approved by this resolution.

Approved:

Kate Rosenberg, Mayor

Human Resource Committee Packet

May 2023

Agenda Item
Request Human Resources Committee approve the reclassification of the Occupancy Specialist from Grade 20 to Grade 19
Background
The Economic Development Director desires to use the Occupancy Specialist as a back-up to the Housing Project Coordinator. The job descriptions of both positions are very similar, asking for HS diploma and 1 to 3 years of experience.
Fiscal Impact
The fiscal impact will be the Employee going from Grade 20 to Grade 19. The employee will retain current step.
Staff Recommendation
Approve the reclassification of Occupancy Specialist in CDA to go from Grade 20 to Grade 19. The annual change in salary will be \$3577.60
Staff contact: James Henderson (715-261-6634)

DRAFT

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

DATE/TIME: May 8, 2023, at 4:45 p.m.
LOCATION: City Hall (407 Grant Street) – Council Chambers
MEMBERS PRESENT: Becky McElhaney, Gary Gisselman, Dawn Herbst, Michael Martens
MEMBERS ABSENT: Tom Killian
Also Present: Mayor Rosenberg, J. Henderson

Discussion and Possible Action Approving the Reclassification of Occupancy Specialist CDA from Grade 20 to Grade 19.

Henderson said that this position has taken on more responsibilities and it a back up for one of the other positions at CDA. Henderson said that the director is looking for ways to cross train staff for flexibility.

Gisselman asked if this request came from the Community Development Authority Board or administration. Henderson said that this request was from the director. Henderson said that this ties into the next request of reclassifying the Administrative Assistant I to Administrative Assistant II, as this position is currently in the same grade as Administrative Assistant II, and this will put more space between them.

Motion by Herbst to approve the reclassification of Occupancy Specialist CDA from Grade 20 to Grade 19. Second by Martens. All ayes. Motion passed 4-0.

FINANCE COMMITTEE

Date and Time: Tuesday, May 23, 2023 @ 5:15 pm., Council Chambers

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

Others Present: Maryanne Groat, Anne Jacobson, Katie Rosenberg, Eric Lindman, Ben Bliven, Robert Barteck, Rick Rubow, James Henderson, Liz Brodek, Matthew, Matthew Rosenbloom-Jones, Gary Gisselman, Mary Goede

Discussion and possible action on the Reclassification of Occupancy Specialist CDA from Grade 20 to Grade 19

No discussion. Motion by Lukens, second by Martens to approve. Motion carried 5-0.



JOB DESCRIPTION

Occupancy Specialist

Job Title:	Occupancy Specialist	Reports To:	Community Services Analyst
Department:	Community/Economic Development	FLSA Status:	Non Exempt
Division:	Public Housing Authority	EEO Code:	6-Administrative Support
Salary Grade:	19	Occupational Code:	2568
Employee Group:	General Employee	Training Category:	D-Staff
Created:		Last Revision:	March 2022

This description is not an announcement of a position opening. To view current openings please visit www.ci.wausau.wi.us. The following statements are intended to describe, in broad terms, the general functions and responsibility levels characteristic of positions assigned to this classification. They should not be viewed as an exhaustive list of the specific duties and prerequisites applicable to individual positions that have been so classified.

Purpose of the Position

The purpose of this position is to assist in administering the Section 8 Housing Choice Voucher and Public Housing programs and provide program information to tenants, applicants, landlords and related businesses and agencies; and determine program eligibility, rents, and housing assistance payments for the City of Wausau and the metropolitan area.

Essential Duties and Responsibilities

1. Provides information regarding Section 8 Housing Choice Voucher and Public Housing programs, requirements and application process to tenants, applicants, landlords, businesses, agencies and community groups including non-English speaking people.
2. Conducts HCV and public housing inspections maintaining compliance with HUD standards.
3. Completes briefings with tenants/applicants and collects recertification data. Determines applicants' eligibility, rents and housing assistance payments.
4. Assesses and verifies income, assets, utilities, family composition and other documentation relative to Public Housing and HCVP eligibility and continued participations. Initiates repayment agreements when necessary.
5. Calculates and updates annual flat rents and utility allowances for public housing properties.
6. Coordinates information dissemination regarding Section 8 Housing Choice Voucher and Public Housing Programs to potential applicants, landlords, property managers, community groups, human service agencies and the general public.
7. Completes file audits, provides unit tours, conducts tenant screening, and landlord verifications.
8. Assesses program compliance. Prepares for termination hearings and represents the CDA during court proceedings.
9. Interprets HUD program rules and regulations. Communicates necessary policy changes to the Community Services Analyst or Housing Project Coordinator.
10. Serves as a liaison between management, landlords and residents.
11. Completes general accounting tasks including ledger reports, correspondence, and reports.
12. Maintains records and work processes consistent with State, Federal, and local guidelines.
13. Administers compliance for Fair Housing and Equal Opportunity, Violence Against Women (VAWA). Resident Rights and Responsibilities, NSPIRE and Housing Quality Standards (HQS).

Additional Duties and Responsibilities

- Performs various duties and special projects as assigned.
- Initiates files. Culls inactive files.

Education and Experience Requirements

High School Diploma with supplemental education and one to three years Housing Choice Voucher (HCV) experience is preferred, or any combination of education and experience that provides equivalent knowledge, skills, and abilities. Written and conversational English and a valid Wisconsin motor vehicle operator's license and access to transportation is required.

Must have the ability to obtain the following HUD/WHEDA-approved certifications within one (1) year of hire:

- Housing Choice Voucher (HCV) Specialist
- Public Housing Specialist
- Housing Quality Standards

Knowledge, Skills and Abilities

MS-Word- **Intermediate**

MS-Excel- **Intermediate**

MS-Power Point - **Basic**

- Ability to analyze and categorize data and information in order to determine the relationship of the data with reference to established criteria/standards. Ability to compare, count, differentiates measure and/or sort data, as well as assembles, copy, record and transcribes data and information. Ability to classify, compute and tabulate data.
- Ability to advise and provide interpretation to others how to apply policies, procedures and standards to specific situations.
- Ability to utilize a wide variety of descriptive data and information, such as Section 8 Housing Choice Voucher or Public Housing regulations, time sheets, housing applications, inspection reports, income verification forms, contracts, leases, PHA software, city code manual, fair housing regulations, occupancy standards, and correspondence.
- Ability to communicate effectively with housing applicants, tenants, landlords, social service personnel, Community Development personnel and Community Development Authority Board members both orally and in writing.
- Ability to add and subtract, multiply and divide, calculate percentages, fractions and decimals.
- Ability to perform and produce detailed and accurate work.
- Ability to use functional reasoning in performing semi-routine functions involving standardized work with some choice of action.
- Ability to exercise the judgment, decisiveness and creativity required in situations involving the evaluation of information against measurable criteria.
- Ability to operate equipment and machinery requiring simple but continuous adjustments, such as computer keyboard, typewriter, calculator, electrical circuit tester and motor vehicle.
- Ability to coordinate eyes, hands, feet, and limbs in performing semi-skilled movements such as data entry.
- Ability to exert very moderate physical effort in sedentary to light work, typically involving some

combination of stooping, kneeling, crouching and crawling, listing, carrying, pushing and pulling.

- Ability to recognize and identify degrees of similarities or differences between characteristics of colors, forms, sounds, odors and textures associated with job related objects, materials and tasks.
- Ability to work and interact with employees and citizens in accordance with the City's Core Values.

Physical and Working Environment

Moderate exposure to environmental conditions that impact physical comfort such as poor ventilation and temperature extremes. May require specialized clothing or use of common personal protective equipment. Damage to clothing possible. Occasional travel may be required.

Normal mental and visual attention is required. Light physical demands to include bending, twisting, turning, and light lifting. Limited exposure to workplace hazards.

Acknowledgement

All requirements of the described position are subject to change over time. The employee may be required to perform other duties as requested by the City.

Signature of Department Director: _____ Date: _____

I acknowledge that this job description is neither an employment contract nor a legal document. I have received, read, and understand the expectations for the successful performance of this job.

Printed Name: _____ Signature: _____ Date: _____

The City of Wausau is an Equal Opportunity Employer. In compliance with the American with Disabilities Act, the City will provide reasonable accommodations to qualified individuals and encourages both prospective and current employees to discuss potential accommodations with the employer.

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

Approving the reclassification of Admin I to Admin II in CDA

Committee Action: HR: Approved 4-0

Fin: Approved 5-0

Fiscal Impact: \$3660.80

File Number: 23-0615

Date Introduced: June 13, 2023

FISCAL IMPACT SUMMARY

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

RESOLUTION

WHEREAS, the Development Director examined the job description of the Admin I and in consultation with HR, decided there were no major differences in the admin I and Admin II jobs within the city and;

WHEREAS, the proposed position will continue to execute the Admin duties in CDA and;

WHEREAS, your Human Resources Committees reviewed and approved the reclassification of the Admin I to the Admin II at the salary grade of 20. MIN \$40,851.20 MID \$ \$50,252.80 and MAX \$57,179.20 and;

NOW THEREFORE BE IT RESOLVED by the Common Council of the City of Wausau that the reclassification of position of Admin I to Admin II be effective at the start of the next pay period following selection as approved by this resolution.

Approved:

Kate Rosenberg, Mayor

Human Resource Committee Packet

May 2023

Agenda Item
Request Human Resources Committee approve the reclassification of the Admin I in CDA to Admin II
Background
The Economic Development Director requested the Admin I in Community Development Association to be reclassified as an Admin II. Upon a closer examination of the job duties of an Admin I and II, I found no discernable differences. The City only has 2 Admin I positions, and both are being put before the committee to reclass to Admin II. If approved, from this point forward, I would like to get rid of the Admin I classification.
Fiscal Impact
The fiscal impact will be the Employee going from Grade 21 to Grade 20. The employee will retain current step. The change in salary will be \$3660.80 annually
Staff Recommendation
Approve the reclassification of Admin I to Admin II in CDA.
Staff contact: James Henderson (715-261-6634)

DRAFT

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

DATE/TIME: May 8, 2023, at 4:45 p.m.
LOCATION: City Hall (407 Grant Street) – Council Chambers
MEMBERS PRESENT: Becky McElhaney, Gary Gisselman, Dawn Herbst, Michael Martens
MEMBERS ABSENT: Tom Killian
Also Present: Mayor Rosenberg, J. Henderson

Discussion and Possible Action Approving the Reclassification of Administrative Assistant I CDA (Grade 21) to Administrative Assistant II CDA (Grade 20).

Henderson said that he could not differentiate between the Administrative Assistant I and Administrative Assistant II job descriptions, and the director wanted this to be reclassified because the person in the position is doing a really good job not at an Administrative Assistant I level, but at an Administrative Assistant II level, and Henderson agreed.

Motion by Gisselman to approve the reclassification of Administrative Assistant I CDA (Grade 21) to Administrative Assistant II CDA (Grade 20). Second by Herbst. All ayes. Motion passed 4-0.

FINANCE COMMITTEE

Date and Time: Tuesday, May 23, 2023 @ 5:15 pm., Council Chambers

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

Others Present: Maryanne Groat, Anne Jacobson, Katie Rosenberg, Eric Lindman, Ben Bliven, Robert Barteck, Rick Rubow, James Henderson, Liz Brodek, Matthew, Matthew Rosenbloom-Jones, Gary Gisselman, Mary Goede

Discussion and possible action on the Reclassification of Administrative Assistant I CDA (Grade 21) to Administrative Assistant II CDA (Grade 20)

Sarah Watson questioned if the change was for this year and if it was in the budget. Liz Brodek explained the CDA is funded entirely separately than the city; they are city employees, and the city pays a salary, but the CDA reimburses through their funding methods. It will go into effect later this year funded by the CDA.

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



JOB DESCRIPTION

Administrative Assistant II

Job Title:	Administrative Assistant I	Reports To:	Community Services Analyst
Department:	Community/Economic Development	FLSA Status:	Non Exempt
Division:	Community Development Authority	EEO Code:	6-Administrative Support
Salary Grade:	20	Occupational Code:	0005
Employee Group:	General Employee	Training Category:	D-Staff
Created:	December 2013	Last Revision:	October 2022

This description is not an announcement of a position opening. To view current openings please visit www.ci.wausau.wi.us. The following statements are intended to describe, in broad terms, the general functions and responsibility levels characteristic of positions assigned to this classification. They should not be viewed as an exhaustive list of the specific duties and prerequisites applicable to individual positions that have been so classified.

Purpose of the Position

The purpose of this classification, under general direction, is to perform general advanced and non-routine administrative duties which involve dealing directly with employees or citizens.

Essential Duties and Responsibilities

1. Proficient operation using Microsoft Programs, personal computer, calculator, copier, postage meter, and related office equipment.
2. Performs reception tasks. Receives, screens and routes telephone calls and mail. Receives and relays messages. Greets and directs visitors. Provides information to questions regarding Department programs. Refers questions to appropriate person for resolution.
3. Schedules and coordinates appointments, meetings, and events for the Director and staff.
4. Intake housing applications, schedule appointments, provide unit tours and tenant wellness checks; coordinate and assist in carrying out tenant activities.
5. Compose correspondence, reports, and other materials.
6. Create and distribute monthly activity calendars, newsletters, postings, and notices. Conducts tenant activities.
7. Post agendas, collate, organize, and distribute multi-paged and complex document packets to committees and staff under tight deadlines.
8. Maintain CDA department website; maintain, monitor, and create social media postings for CDA department.
9. Accept and receipt monthly rents and related payments; maintain accurate tenant accounting in housing software; compile and prepare monthly bank deposits.
10. Research, compile, and respond to information requests from City staff and outside entities for local, state, and federal grants and Community Development Authority projects.
11. Maintain program spreadsheets, including but not limited to, applicant wait lists and tenant lists.
12. Researches and complies rent reasonableness for the Housing Choice Voucher program.
13. Prepare and coordinate maintenance work orders and maintain work order log.
14. Compile and prepare annual rent certificates and year-end tax documents.

Additional Duties and Responsibilities

- Perform various duties and special projects as assigned.
- Assist with work within the other divisions of the Community Development Department as needed.

Education and Experience Requirements

High school diploma or equivalent with one or more years of increasingly responsible administrative experience.

An equivalent combination of experience and training which provides the knowledge, skills, and abilities to perform the job may be considered.

Preferred Qualification:

- Associate degree in secretarial science or directly related field

Knowledge, Skills and Abilities

- Intermediate knowledge and skill level with Microsoft Word, Excel, PowerPoint, Outlook, and Publisher.
- Ability to utilize other software specific to job and departmental functions.
- Ability to maintain confidentiality with sensitive tenant, client, staff, and agency information.
- Ability to use correct grammar, spelling, punctuation, and sentence structure in writing.
- Ability to classify, compute and tabulate data and information, following a prescribed plan requiring the exercise of some judgment.
- Ability to compare, count, differentiates measure, and sort information.
- Ability to assemble, copy, record and transcribe data and information.
- Ability to advise and provide interpretation to others how to apply policies, procedures, and standards to specific situations.
- Ability to utilize a wide variety of descriptive data and information, such as regulations, non-routine correspondence, billing statements, invoices, payroll records, time sheets, schedules and calendars, a variety of departmental reports, computer software operating manuals, ordinances, contracts, and general operating manuals.
- Ability to communicate orally and in writing with Department personnel, other City department personnel, and citizens.
- Ability to add and subtract, multiply and divide, and calculate percentages, fractions, and decimals.
- Ability to use functional reasoning in and independently apply rational judgment in performing diversified work activities.
- Ability to exercise the judgment, decisiveness and creativity in situations involving a variety of pre-defined duties subject to frequent change.
- Ability to be detail oriented.

Physical and Working Environment

Normal office working conditions within minimal exposure to disagreeable elements.
Normal mental and visual attention is required. Minimal physical demand with minimal exposure to workplace hazards.

Acknowledgement

All requirements of the described position are subject to change over time. The employee may be required to perform other duties as requested by the City.

Signature of Department Director: _____ Date: _____

I acknowledge that this job description is neither an employment contract nor a legal document. I have received, read, and understand the expectations for the successful performance of this job.

Printed Name: _____

Signature: _____ Date: _____

The City of Wausau is an Equal Opportunity Employer. In compliance with the American with Disabilities Act, the City will provide reasonable accommodations to qualified individuals and encourages both prospective and current employees to discuss potential accommodations with the employer.

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

Approving the reclassification of Admin I to Assessment Tech

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

Fiscal Impact: \$3748

File Number: 23-0616

Date Introduced: June 13, 2023

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, the City Assessor would like to replace the Admin I position with Assessment Tech. The position existed in the past but went away. The responsibilities were merged with the Admin I position and;

WHEREAS, the proposed position will continue to execute the Admin duties in Assessments and;

WHEREAS, your Human Resources Committees reviewed and approved the reclassification of the Assessment Tech to salary grade of 20. MIN \$40,851.20 MID \$ \$50,252.80 and MAX \$57,179.20 and;

NOW THEREFORE BE IT RESOLVED by the Common Council of the City of Wausau that the reclassification of position of Admin I to Assessment Tech be effective at the start of the next pay period following selection as approved by this resolution.

Approved:

Kate Rosenberg, Mayor

Human Resource Committee Packet

May 2023

Agenda Item
Request Human Resources Committee approve the reclassification of the Admin I in Assessments to Assessment Tech
Background
The history of this position were the duties that were once classed under the Assessment Office Technician position held by Denise Will. When she retired from the department those duties became part of the admin 1 position. After a review of the position and duties performed, including a review of how other assessment departments reference their office technician, I would like to reclass the current Admin Assistant 1 to an Assessment Office Technician.
Fiscal Impact
The fiscal impact will be the Employee going from Grade 21 to Grade 20. The employee will retain current step. The change in salary will be \$3748 annually
Staff Recommendation
Approve the reclassification of the Admin I in the Assessment office to Assessment Tech
Staff contact: James Henderson (715-261-6634)

DRAFT

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

DATE/TIME: May 8, 2023, at 4:45 p.m.
LOCATION: City Hall (407 Grant Street) – Council Chambers
MEMBERS PRESENT: Becky McElhaney, Gary Gisselman, Dawn Herbst, Michael Martens
MEMBERS ABSENT: Tom Killian
Also Present: Mayor Rosenberg, J. Henderson

Discussion and Possible Action Approving the Reclassification of Administrative Assistant I Assessment (Grade 21) to Assessment Technician (Grade 20).

Henderson said that Rick Rubow brought this request forward for consideration and explained that the department had previously had an Assessment Technician and the Administrative Assistant I has assumed some of the responsibilities of that previous Assessment Technician position.

Rubow spoke to the committee, explaining that the Assessment Department previously had an Assessment Technician position and an Administrative Assistant I position. When the Assessment Technician retired, the duties of the Technician shifted to the Administrative Assistant I, but no reclassification was done at that time. Since the position gained the responsibilities, Rubow believes that the position should be reclassified to a higher level.

Motion by Gissleman to approve the reclassification of the Administrative Assistant I Assessment (Grade 21) to Assessment Technician (Grade 20). Second by Martens.

Martens asked if this would open the door to creating an Administrative Assistant I position in the future. Rubow said no, that the person in the position is doing all the duties of both positions, as did the previous incumbent of the position.

All ayes. Motion passed 4-0.

FINANCE COMMITTEE

Date and Time: Tuesday, May 23, 2023 @ 5:15 pm., Council Chambers

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

Others Present: Maryanne Groat, Anne Jacobson, Katie Rosenberg, Eric Lindman, Ben Bliven, Robert Barteck, Rick Rubow, James Henderson, Liz Brodek, Matthew, Matthew Rosenbloom-Jones, Gary Gisselman, Mary Goede

Discussion and Possible Action on the Reclassification of Administrative Assistant I Assessment (Grade 21) to Assessment Technician (Grade 20)

No discussion. Motion by Lukens, second by Diny to approve. Motion carried 5-0.



Job Title:	Assessment Office Technician	Reports To:	City Assessor
Department:	Assessment	FLSA Status	Non Exempt
Division:	Assessment	EEO Code	6-Administrative Support
Salary Grade: 20		Occupational Code	
Employee Group:	General Employee	Training Category:	D-Staff
Created:		Last Revision:	March 2023

This description is not an announcement of a position opening. To view current openings please visit www.ci.wausau.wi.us. The following statements are intended to describe, in broad terms, the general functions and responsibility levels characteristic of positions assigned to this classification. They should not be viewed as an exhaustive list of the specific duties and prerequisites applicable to individual positions that have been so classified.

Purpose of the Position

This position provides department customer service requiring a broad knowledge of assessment practices, and policies. This position performs specialized administrative work of considerable responsibility and complexity and is responsible for moderately complex technical and clerical support to the department staff including the maintenance and operation of moderately complex departmental software programs and the State of Wisconsin Department of Revenue software.

Essential Duties and Responsibilities

1. Create legal property records for property assessment and taxation, through collecting, recording, and verifying all data pertaining to annexations, legal descriptions, ownership, deeds, certified surveys, GIS maps, and other data. Maintain quality control of assessment records and various other assessment documents for assessment and taxation.
2. Perform specialized tasks such as maintaining and reconcile monthly budgetary expenses and subscription services. Maintaining and reconciling travel reimbursements and advances for department employees.
3. Support a complex state-wide property assessment data system by obtaining necessary property information on real estate sales. Gathers, compiles and update property assessment information for entry into moderately complex State software systems for Electronic Real Estate Transfer Returns, State Sales System, along with Marathon County Land Records tax System and the State of Wisconsin PAD system.
4. Recording, indexing and maintaining submitted proprietary Business Income and Expense information, for appraiser use in the Income approach on commercial property.
5. Audit, verify and reconcile submitted Business Personal Property Statements for mathematical computations errors and omissions.
6. Perform the Valuation Process of Business Personal Property Statements and assist in other valuation processes.
7. Data entry of recorded deeds, building permits and Department of Revenue sales verifications.
8. The creation of new tax parcels and deletion of old tax parcels based on new plats, certified surveys and CSM recordings. Verification of property ownership to ensure the chain of ownership is as legally recorded.
9. Perform moderately complex administrative procedures, including but not limited to obtaining information, recording, indexing, and providing information to interested parties.
10. Type and prepare a variety of reports, documents, correspondence, and memorandum routine to matters covered by departmental procedures and practices.
11. Maintain office supply inventory for the assessment department, including ordering new supplies as needed.
12. Responsible for departmental purchasing procedures and maintaining departmental purchasing files

13. Create and maintain department **real estate assessment** files and records.
14. **May assist appraiser staff in making physical inspections of all types of real and personal property.**
15. Research and provide support for special projects. Gather and compile information for the department.
16. Verify property **legal** descriptions and **property** ownership on deeds and **real estate** transfers.
17. Create legal descriptions on new **real estate** annexations, parcel property splits and combinations.
18. Maintain current index property owners and their mailing addresses.
19. Answer phone, maintain appointment calendars for the professional appraisal staff, and provide callers with general and specific information regarding the work of the department in a clear and concise manner.
20. Other duties as assigned.

Education and Experience Requirements

High school diploma plus additional training in a specialized or technical field with one to three years' experience in appraisal office, property assessment, real estate or related field, or any equivalent combination of experience and training which provides the knowledge, skills and abilities to perform the job.

Requires the ability to read and understand written instructions, standard practices and procedures; some knowledge of or training in a specialized field or process; intermediate administrative support skills, bookkeeping/accounting or office routines, data entry; ability to compose and/or edit standard business correspondence. Also includes basic knowledge of mechanical or technical equipment.

Necessary Requirement:

- Certification by the State of Wisconsin as Assessment Technician (must be obtained within six (6) months or first possible opportunity, whichever is later). A valid Wisconsin motor vehicle operator's license is also required.

Knowledge, Skills and Abilities

MS-Word-**Intermediate** MS-Excel-**Intermediate**

The employee must be able to utilize GIS, CAMA, and other software specific to job and departmental functions.

- Ability to communicate orally and in writing with Department personnel, other City department personnel, and citizens.
- Ability to classify, compute and tabulate data and information, following a prescribed plan requiring the exercise of some judgment.
- Ability to compare, count, differentiate measure and sort information.
- Ability to assemble, copy, record and transcribe data and information.
- Ability to advise and provide interpretation to others how to apply policies, procedures and standards to specific situations.
- Ability to utilize a wide variety of descriptive data and information, such as regulations, non-routine correspondence, billing statements, invoices, payroll records, time sheets, schedules and calendars, a variety of departmental reports, computer software operating manuals, ordinances, contracts and general operating manuals.
- Ability to add and subtract, multiply and divide, and calculate percentages, fractions, and decimals.
- Ability to use functional reasoning in and independently apply rational judgment in performing diversified work activities.
- Ability to exercise the judgment, decisiveness and creativity in situations involving a variety of pre-defined duties subject to frequent change.
- Ability to operate computer keyboard/terminal, calculator, multi-line telephone, photocopier, fax machine and computer printer.
- Able to work in a team environment.
- Ability to coordinate eyes, hands, feet and limbs in performing skilled movements such as rapid keyboard use.
- Ability to exert light physical effort in sedentary

Physical and Working Environment

Normal office working conditions within minimal exposure to disagreeable elements.

Normal mental and visual attention is required. Minimal physical demand with minimal exposure to workplace hazards.

Acknowledgement

All requirements of the described position are subject to change over time. The employee may be required to perform other duties as requested by the City.

Signature of Department Director: _____ Date: _____

I acknowledge that this job description is neither an employment contract nor a legal document. I have received, read, and understand the expectations for the successful performance of this job.

Printed Name: _____ Signature: _____ Date: _____

The City of Wausau is an Equal Opportunity Employer. In compliance with the American with Disabilities Act, the City will provide reasonable accommodations to qualified individuals and encourages both prospective and current employees to discuss potential accommodations with the employer.

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

ORDINANCE OF THE PLAN COMMISSION

Rezoning 519 Stark Street from TF-10, Two Flat Residential-10 Zoning District to UMU, Urban Mixed Use Zoning District.

Committee Action: Approved 5-1

Fiscal Impact: None.

File Number: 23-0609

Date Introduced: June 13, 2023

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 12 BLK 4, MORE COMMONLY KNOWN AS
519 STARK 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:

Kaitlyn Bernarde, City Clerk

PLAN COMMISSION

Time and Date: The Plan Commission met on Tuesday, May 16, 2023, at 5:00 p.m. in the Common Council Chambers of Wausau City Hall.

Members Present: Mayor Katie Rosenberg, Eric Lindman, Dawn Herbst, Bruce Bohlken, Andrew Brueggeman, George Bornemann.

Others Present: Brad Lenz, William Hebert, Andrew Lynch, Tara Alfonso, Brian Stahl, Greg Zoromski, Dustin Vreeland, Richard LeClair

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

Mayor Katie Rosenberg called the meeting to order at approximately 5:00 p.m. noting that a quorum was present.

PUBLIC HEARING: Discussion and possible action on rezoning 519 Stark Street from TF-10, Two Flat Residential-10 Zoning District to UMU, Urban Mixed Use Zoning District.

Lynch said that this request is to rezone the property from TF-10 to UMU. The property was purchased by the funeral home last fall. The building was demolished and intend to use the area for a parking lot for the funeral home and Filling Station. The certified survey map has been submitted to join it with 1314 North 6th Street. Two entrances will be maintained. The parking analysis is located in the packet. The current parking between the two parcels allows for 58 spaces. The ordinance requires 67 spaces. The future parking will allow for 79 spaces, which will meet the zoning code.

Mayor Rosenberg opened the public hearing.

Greg Zoromski said that he owns the property and would like to have additional parking spaces that are needed for the businesses.

Dustin Vreeland said that he assisted with the design to maximize the parking stalls and said that he is available for questions.

Richard LeClair, 513 Stark Street, said that he lives immediately adjacent to the property and would like to testify in opposition to the rezoning. A written testimony was submitted to the Mayor's Office. LeClair stated that the parking lot plans from March 23 show the parking lot 60' wide, but the April 19 plans show the parking lot 102' wide. Both of the plans are similar. There is a barrier between the lots. The plans show traffic going into the alley, but the original plan was not as wide. LeClair asked why the plan changed and said that he believes the plan changed to allow for semi tractor trailers and the intent is for trucks and vendors to unload. LeClair said the vendors do not like this alley and stated that the real issue is the vendors. LeClair stated that he has no concern about the Peterson-Kraemer drivers; they are well dressed, drive safe and are courteous. LeClair said that he has concerns about the visitors and vendors that are in a hurry. There are now five families in the neighborhood with small children.

Mayor Rosenberg closed the public hearing.

Discussion and possible action on rezoning 519 Stark Street from TF-10, Two Flat Residential-10 Zoning District to UMU, Urban Mixed Use Zoning District.

Bohlken said that he would like more information on the conditions in the alley. Hebert said that the alley was recently made into a 1-way alley. LeClair said that signs were posted on the power poles and most people abide by the signs. There are some that are not considerate, and it is still a hazard. LeClair suggested that a parking lot curb be installed on both sides of the alley. Lindman asked how often deliveries are made. Zoromski answered that there have been few more recently and most pull into the parking lot off of 6th Street and back into garage. Bohlken asked if remedies such as signage for no commercial traffic or speed bumps could be added. Safety is the biggest issue. Lindman said that he can

see what can be done to curb traffic.

Brueggeman asked who maintains the alley. Lindman answered that the potholes are patched by the city, but the property owners are responsible for snow removal.

Bornemann said that the arrows that show traffic flow show two entrances and one exit. Vreeland added that there is only one exit so no one can use the alley.

Lenz said that this item is for rezoning. Staff will look at the parking lot standards when a permit is applied for.

Brueggeman motioned to rezone 519 Stark Street from TF-10, Two Flat Residential-10 Zoning District to UMU, Urban Mixed Use Zoning District. Bornemann seconded, and the motion carried 5-1. The item will go to Common Council on June 13, 2023.



STAFF REPORT

To: Plan Commission
Prepared By: Andrew Lynch, AICP Assistant City Planner
Date: May 05, 2023

REQUESTED ACTION:

Zoning Map Amendment

519 Stark Street from TF-10 to UMU

LOCATION:	519 Stark Street
APPLICANT:	Peterson/Kraemer Funeral Home
EXISTING ZONING:	Two Flat-10 (TF-10) This district intended to create, preserve, and enhance areas for single family detached and two flat dwellings at an approximate density of ten dwelling units per acre.
EXISTING LAND USE:	Empty lot.
SIZE OF PARCEL:	0.17 acres
REQUESTED ZONING:	Urban Mixed Use (UMU) This district is intended to permit areas, generally on established commercial corridors, that are or are planning to become mixed use in character and establish standards that are compatible with the existing mix of land uses and redevelopment objectives.
PURPOSE:	Construction of a parking lot.
COMPREHENSIVE PLAN:	This area is mapped as Suburban Commercial and Industrial.
OTHER PLANS:	n/a

BACKGROUND INFORMATION:

Peterson/Kraemer Funeral Home purchased this lot in 2022 and demolished the existing house that same year. Their intent is to construct a parking lot for use by the funeral home and restaurant on the same block. A CSM has been submitted to join this lot with 1314 N 6th Street. There is a public alley running east-west through the block that is one way going east. The existing and future parking lot has been redesigned to improve flow and reduce the number of street access points. The three lots will serve as a joint parking facility for both uses and contain 79 parking spaces.

AMENDMENTS TO ZONING MAP

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

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

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

ADVANCES THE PURPOSES OF THIS CHAPTER (#1)

This action advances the purpose and intent of the zoning ordinance and applicable rules of Wisconsin DOA and FEMA.

COMPLIANCE WITH COMPREHENSIVE PLAN (#2)

Yes. The requested zoning complies with the current and future land use of Suburban Commercial and Industrial as mapped in the Comprehensive Plan.

COMPATIBILITY WITH EXISTING NEIGHBORHOOD CHARACTER (#3)

Yes. The western half of the block is residential. The eastern half has the Peterson Funeral Home, the Sixth Street Filling Station restaurant, and shared parking lots. .

ADDITIONAL FACTORS (#4 c & d)

Allows Peterson/Kraemer Funeral Home to provide off-street parking. Lot will be combined with 1314 N 6th Street, the parcel adjoining to the east. See attached parking analysis.

STAFF RECOMMENDATION

Staff finds the application meets the requirements for rezoning.

COMMITTEE ACTION

Plan Commission may approve or deny. The request will then proceed to City Council for final consideration.

Attachments: parking analysis, application, zoning map, site plan

Parking Analysis

Municipal Code 23.06.06

(18) *Joint off-site parking facilities.*

- (a) Parking facilities which have been approved by the Zoning Administrator, to provide required parking for one or more uses shall provide a **total number of parking spaces which shall not be less than the sum total of the separate parking needs** for each use during any peak hour parking period when said joint parking facility is utilized at the same time by said uses.
- (b) Joint use parking facility. Up to a 15 percent reduction in the number of required parking spaces for four or more separate uses, ten percent for three separate uses, and five percent for two separate uses may be authorized by the Zoning Administrator, following approval of a plan which provides for a collective parking facility.

1302 N 6 th St (Funeral Home)	1314 N 6 th St (Restaurant)
Estimated capacity of 196 persons 1 parking spot per 5 persons = 40 Office space sqft = 13 parking spots Total parking = 53 Maximum (150%) = 80	Estimated capacity of 70 persons 1 parking spot per 5 persons = 14 Maximum (150%) = 21

Total parking needs between the two facilities = 67

Current parking. Funeral Home = 23. Restaurant = 35. Total = 58

Future parking with 519 Stark. Funeral Home = 23. Restaurant = 56. Total = 79

~~The current and future designs of the parking lots would fulfill the requirements of a joint off-site parking facility.~~

Amended for clarity and accuracy: The current parking spaces are below the allowed total between the two facilities. The future parking with 519 Stark is below the maximum allowed between the two facilities.

CITY OF WAUSAU
APPLICATION FOR ZONING MAP AMENDMENT

If you are requesting a zoning map amendment, please provide the following information. Note that a different application is required if you are requesting a conditional use and additional information is required if you are requesting Planned Unit Development District zoning. Should you have any questions about this form or the City's rezoning process, please call 715-261-6780 (Zoning) or 715-261-6760 (Planning).

1. Primary petitioner's Name (PRINT): Greg Zoromski

Primary petitioner's Address (PRINT): 1302 N 6th Street Wausau, WI 54403

Primary petitioner's Telephone Number (with Area Code): 715-581-8866

Primary petitioner's representative to contact in case of questions about this petition:

Dustin Vreeland

(Name - PRINT)

6103 Dawn Street Weston, WI 54476

(Address - PRINT)

715-241-0947

(Telephone No. with Area Code)

dustin@vreelandassociates.us

Email Address

Names of additional petitioners, if any:

(PRINTED Name)

(PRINTED Name)

(PRINTED Address)

(PRINTED Address)

(Telephone No. / Email Address)

(Telephone No. / Email Address)

2. Name, Address, and Telephone Number of EACH additional property owner within the area proposed to be rezoned. If the primary petitioner owns all of the property proposed to be rezoned, merely indicate "NONE." (Add an additional page, if necessary)

Name (PRINT): NONE

Address (PRINT): _____

Phone No.: _____ Email Address: _____

Name (PRINT): _____

Address (PRINT): _____

Phone No.: _____ Email Address: _____

3. **ADDRESS(ES)** of property to be rezoned: 519 Stark Street Wausau, WI 54403

(Please attach a legal description for all the area(s) proposed to be rezoned. This may be available from the City Assessment Department or City Engineering Department.)

4. A. **Existing** zoning district classification(s) of the land included within the petition: TF-10

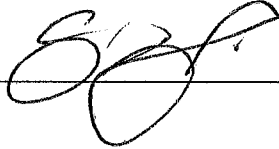
B. **Proposed** zoning district classification(s) of the land included within the petition: UMU

C. Existing land uses on land included within the petition: Vacant Land

D. Proposed land use(s) following rezoning: Parking lot

5. Please provide a brief narrative justifying the rezoning of this property. (Attach an additional sheet if necessary): **See attached proposed site plan for the project. We are proposing to expand the parking lot for the funeral home. With the alley being a one way the traffic needs to flow from Stark Street through the funeral home.**
6. Please attach a map of the area showing the parcels proposed to be rezoned, adjacent streets, existing zoning on the parcels, and other information you feel might be helpful in evaluating your proposal.

Signature of Petitioner: _____



Date: _____

3/23/2023

IF ADDITIONAL PAGES ARE NEEDED, PLEASE ATTACH HERETO

Please return this completed form with the information indicated above and the publication fee of **\$400** to the City Planning Office (or the Department of Inspections) located in Wausau City Hall, 407 Grant Street, Wausau WI 54403.
Checks should be made payable to "City of Wausau".

Please note: ⇒ The fee for a requested **special Plan Commission meeting** is **\$550**.
⇒ All fees are subject to increase each year on January 1.

Should you have any questions regarding this form or the City's rezoning process, please phone 715-261-6780 (Zoning) or 715-261-6760 (Planning).

For City Use Only

Date received at City Hall: _____

Received by: _____

Amount submitted with application: \$ _____ Check Number: _____

Month requested for public hearing: _____

Requested Common Council meeting date for final approval: _____

Notes: _____

Richard and Elizabeth LeClair
513 Stark St
Wausau, WI 54403
715 842-3452
dleclair@dwave.net

May 10, 2023

To: Mayor Katie Rosenberg
The Wausau City Plan Commission
The Wausau City Council
Brad Lenz, City Planner
William Hebert, Zoning Administrator
Kaitlyn Bernarde, City Clerk

The enclosed materials are being submitted by us as testimony before the Wausau Plan Commission at **5:00 p.m. on Tuesday, May 16, 2023** and the Wausau Common Council at **6:30 p.m. on Tuesday, June 13, 2023** concerning the proposed zoning change of:

A WARRENS THIRD ADD LOT 12 BLK 4, MORE COMMONLY KNOWN AS
519 STARK STREET

from TF-10, Two Flat Residential-10 to UMU, Urban Mixed Use.

Our home is immediately adjacent to 519 Stark Street. We oppose the proposed zoning change because Greg Zoromski, the new owner of the property, intends to convert it from the site of a 120 year old classic home to a commercial parking lot that will exit into our city owned alley that services our residential city block.

The attachments and enclosures with this letter are intended to be our written testimony for submission to the Plan Commission and Common Council. We hope these can be available for the members in advance for study at their convenience.

Sincerely,

Richard and Elizabeth LeClair

Handwritten signatures of Richard and Elizabeth LeClair. The signature on the left is 'Richard LeClair' and the signature on the right is 'Elizabeth LeClair'.

The following pages are being submitted as written testimony to be presented before the Wausau Plan Commission at 5:00 p.m. Tuesday, May 16, 2023 and the Wausau Common Council at 6:30 p.m. on Tuesday, June 13, 2023 concerning the proposed zoning change of:

**A WARRENS THIRD ADD LOT 12 BLK 4, MORE
COMMONLY KNOWN AS 519 STARK STREET**

from TF-10, Two Flat Residential-10 to UMU, Urban mixed Use.

The use of our city owned alley by Peterson/Kraemer Funeral Home and The Filling Station Restaurant creates a significant hazard to the residents of our alley. The proposed zoning change and the construction of another parking lot intended to bring commercial truck traffic into our alley will significantly increase the hazard to our families.

We intend to describe the existing and proposed hazards that create a liability for the city. We also have suggestions that the city can mandate the owner of the funeral home to implement that will eliminate the hazards and make the construction of another parking lot unnecessary.

Richard LeClair
Elizabeth LeClair

513 Stark Street
Wausau, WI 54403



The Development of a Liability

Peterson/Kraemer Funeral Home and Our Alley

When Greg Zoromski purchased Peterson/Kraemer funeral home, it occupied one lot on the corner of sixth and Steuben Streets. He then purchased and razed three homes on Steuben Street where he built the facility that exists there today. The original building was removed and he requested a permit to convert the now vacant lot on the corner to a parking lot. He was denied the parking lot permit because there was no available storm sewer to receive the storm water runoff. He convinced the city to pave the alley and let the alley carry the storm water to Fifth Street. We protested because we feared funeral home traffic would create a hazard by using our alley if it was paved. Our protests were ignored, the alley was paved, we had to pay for it, but no one told the contractor the base needed to be graded lower than the yards to the sides to carry stormwater. The pavement carried the water to our yards.

We were right about the traffic. People who wanted to travel north from the parking lot exited to Sixth Street, and many of the people who wanted to travel to the south exited by way of our alley.

His next endeavor was to build a six car garage for his fleet of vehicles that serve the five funeral homes he owns. He purchased and razed another home at 516 Steuben Street. The photo on page 1 clearly shows that the zoning commission permitted him to have his vehicles exit the six car garage to the alley rather than to Steuben Street.

Also, notice there are no entrances to the funeral home from Steuben Street. There is a guest entrance from the east parking lot, four entrances for employees on the north side and one overhead utility door on the west end of the north side of the building. Its location is where the white patch of concrete stands out within the asphalt. All deliveries of flowers, caskets, embalming materials, the deceased, etc. come to this utility door by way of our alley. Vehicles making these deliveries range from minivans transporting the deceased, to semi-tractor trailers.

Mr. Zoromski's next venture was to purchase the abandoned gas station on the corner of Stark and Sixth Streets. It didn't survive the automobile revolution because it only had room for one gas pump. No one wanted to tear it down because of the fear the ground underneath is contaminated. Mr. Zoromski converted it to a restaurant, and razed two more homes for more parking.

The five diagonal lines you see across the alley are the shadows of electric power poles that are positioned on public land - in this case the south side of the 12 foot wide alley. Drivers on the ground do not know they are crossing an alley when they race across the parking lots to a vacant parking space. Some actually park on the alley. This kind of driver behavior is why Mr. Zoromski wants to expand his parking lots. Vendors do not want to run this gauntlet to get to the utility door on the far end of the building.

The address to be rezoned is 519 Stark Street. You can find it clearly marked on the Google photo on page one of this document. Notice that 519 Stark Street is directly opposite the alley from the afore mentioned utility door. If you look at the **PROPOSED SITE PLAN** provided by Vreeland Associates, you will see that the intent is for vehicles to enter the proposed parking lot from Stark St, exit the parking lot into our alley **directly in front of the utility door**, travel east within the alley, and reenter the parking lot in order to exit back onto Stark Street. Why would someone in a hurry make a complete circle to exit the lot when they could turn west and exit directly to Fifth Street through an empty alley? But the alley is not empty. Four homes on our alley have small children and a fifth family is expecting a baby. Children going to and from Franklin School pass the uncontrolled intersection of the alley and Fifth Street. Some children cross the alley mid block between our homes. And these same children return to the Franklin School playground evenings, weekends and all summer.

I hope you have deduced that we the residents of this block do not want non-local traffic on our alley. Why would Mr. Zoromski want all the traffic entering this proposed new parking lot to pass through the alley directly in front of the utility door? The obvious answer is to appease his vendors who do not like the existing parking lot traffic either. They could use this controlled parking lot to get to the utility door safely. Once they have completed their delivery, they frequently conclude the quickest way to leave the area is to go west through our alley to Fifth Street.

I have been referring to the alley as "our alley." In fact, it is not. The alley is owned and controlled by the city. Older parts of the city have alleys because affordable cars did not exist when these neighborhoods were developed. The people who wanted their own transportation built a carriage house and stable for their horse and buggy as far away from the house as possible - at the alley. The alley was used to get to the streets. The alley was adequate for a horse and buggy, but not for automobiles driven by people unfamiliar with the area.

If the city permits non resident automobile drivers to use the alleys, the city is taking a great risk if a child is killed by one of these ignorant drivers. The funeral home is not liable because they do not own or control the alley. The driver is liable, but may not have resources. The city is liable if they did not do everything possible to prevent the accident. The **Do Not Enter** sign has failed to prevent parking lot users from entering the alley. How can the city prevent accidents?

1. Deny the request for a zoning change.
2. Require Peterson/Kraemer to install portable parking lot curbs along both sides of the alley from Sixth Street to the furthest reaches of the parking lots. These should be set back enough to prevent car bumpers from extending into the alley. They should also prevent cars from entering the alley from the parking lots.
3. Require Peterson/Kraemer to install an overhead garage door on the southwest corner of the funeral home. This door will be accessible to vendors from Steuben street. You can find, in this document, a photo of the southwest corner that shows the wall is already prepped for such a door.
4. Require Peterson/Kraemer to put overhead garage doors on the south side of the six car garage at 516 Steuben Street and construct a driveway to Steuben Street.

We suggest the city get a legal opinion from the city attorney. We would like to receive a copy of such.

Does Peterson/Kraemer need additional Parking?

Peterson/Kraemer already has two parking lots adjacent to the funeral home - one in front of the funeral home and south of the alley and the other north of the alley and adjacent to the Filling Station Restaurant. Together the two parking lots accommodate 58 cars. The Filling Station patrons use the parking lot, but the Filling Station is only open for breakfast and lunch.

The five hundred blocks of Steuben Street to the south and Stark Street to the north are used very little for other on-street parking. Large events at the funeral home will first cause visitors to park on Steuben Street and later on Stark Street. We live on Stark Street and rarely see funeral home visitors park on our block of Stark Street.

Using the length of on street parking spaces in front of city hall as a standard, and considering people attempting to park without painted lines, I conservatively estimate that the five hundred blocks of Stark and Steuben can easily accommodate an additional 52 cars.

I suspect some people have developed formulas for estimating the number of parking spaces needed based on the size of the building or other factors. I am not familiar with such formulas. I would like to offer a standard I think we all can find appropriate. Our City Hall is probably the most important building in our city. It has a significantly larger footprint than Peterson/Kraemer, three above ground floors plus a basement, and a total of **four (4) on site parking spaces**.

When we visit City Hall, we park in one of the nearby church parking lots. We always feel welcome. Please don't raze one of the nearby churches to have City Hall meet some artificial standard.

Oh!!! There is a church with a large parking lot directly across 6th Street from Peterson/Kraemer Funeral Home.

I think it is also significant that Greg Zoromski owns four additional Peterson/Kraemer Funeral Homes in the area. Three of them have no off street parking.

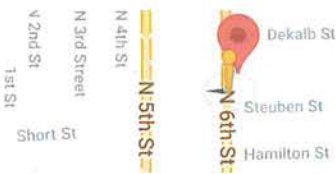
Wausau, Wisconsin

Google Street View

Sep 2019 See more dates



Image capture: Sep 2019 © 2023 Google



The view of our alley from 6th Street.

The alley is between the garages and the row of electric power poles. There are more garages on the left side behind the trees that hide them from view. Visitors to the alley don't think about these blind spots. They often drive as though they are on normal streets. There is no stop sign at the intersection of the alley and Fifth Street.

Children often cross the alley on their way to and from the Franklin school playground.

The utility door where vendors make deliveries is behind the red pickup. Vendors sometimes leave by way of the alley to Fifth Street if they intend to travel south or because they want to avoid the parking lot.

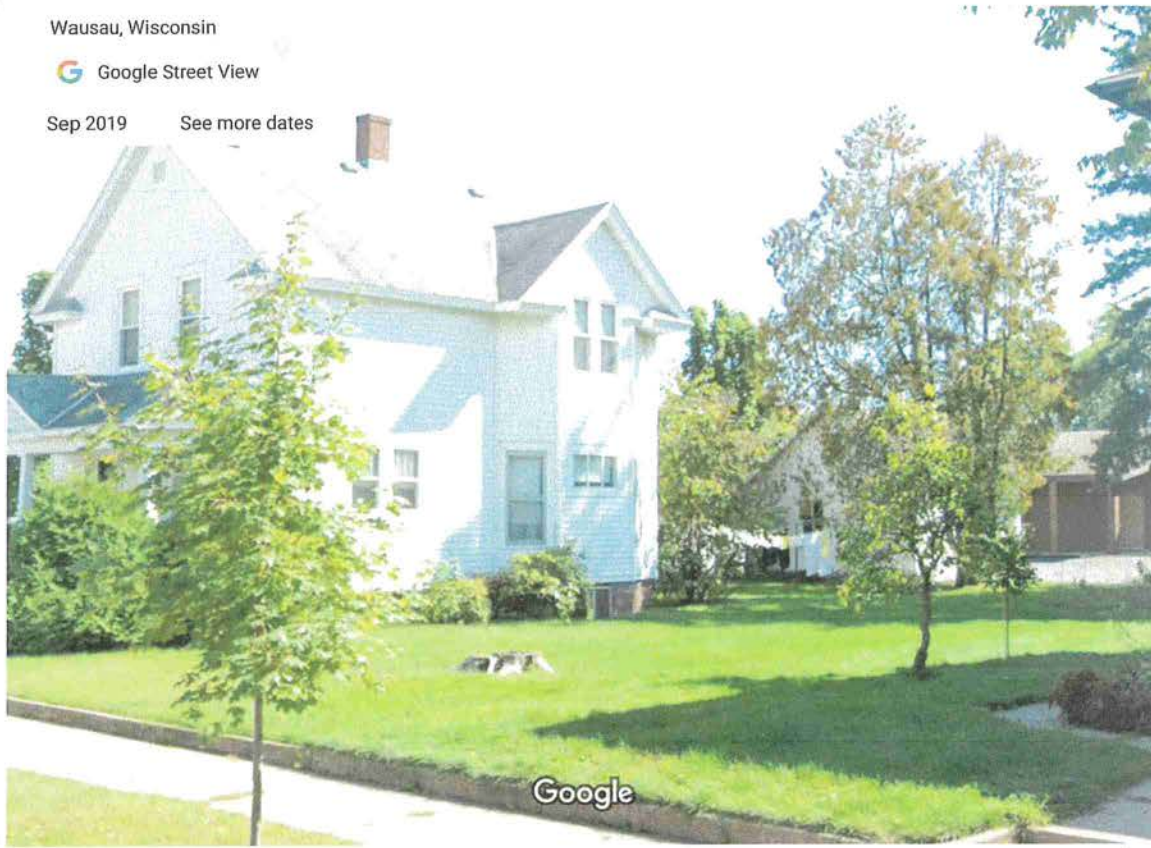


Image capture: Sep 2019 © 2023 Google



519 Stark Street view from our deck at 513 Stark Street last year.

Looks pretty good for one hundred and twenty years.

Notice the funeral home utility door in the background.

And Rita's laundry on the line.



The view from our kitchen deck today. If the zoning change is approved, these vehicles will enter and exit past our kitchen deck



Two ten foot wide indentations in the southwest corner of the funeral home on Steuben Street. It appears as though there is adequate roof support to permit the installation of overhead garage doors. These structures do not appear to have any other function.

The space between the building and the six car garage is twenty feet wide when excluding the heating and/or cooling equipment adjacent to the building. Another way to make deliveries.

BEARINGS REFERENCED TO THE
WISCONSIN COUNTY COORDINATE SYSTEM
(MARATHON) NAD83 (2011)

N 6TH STREET

STARK STREET

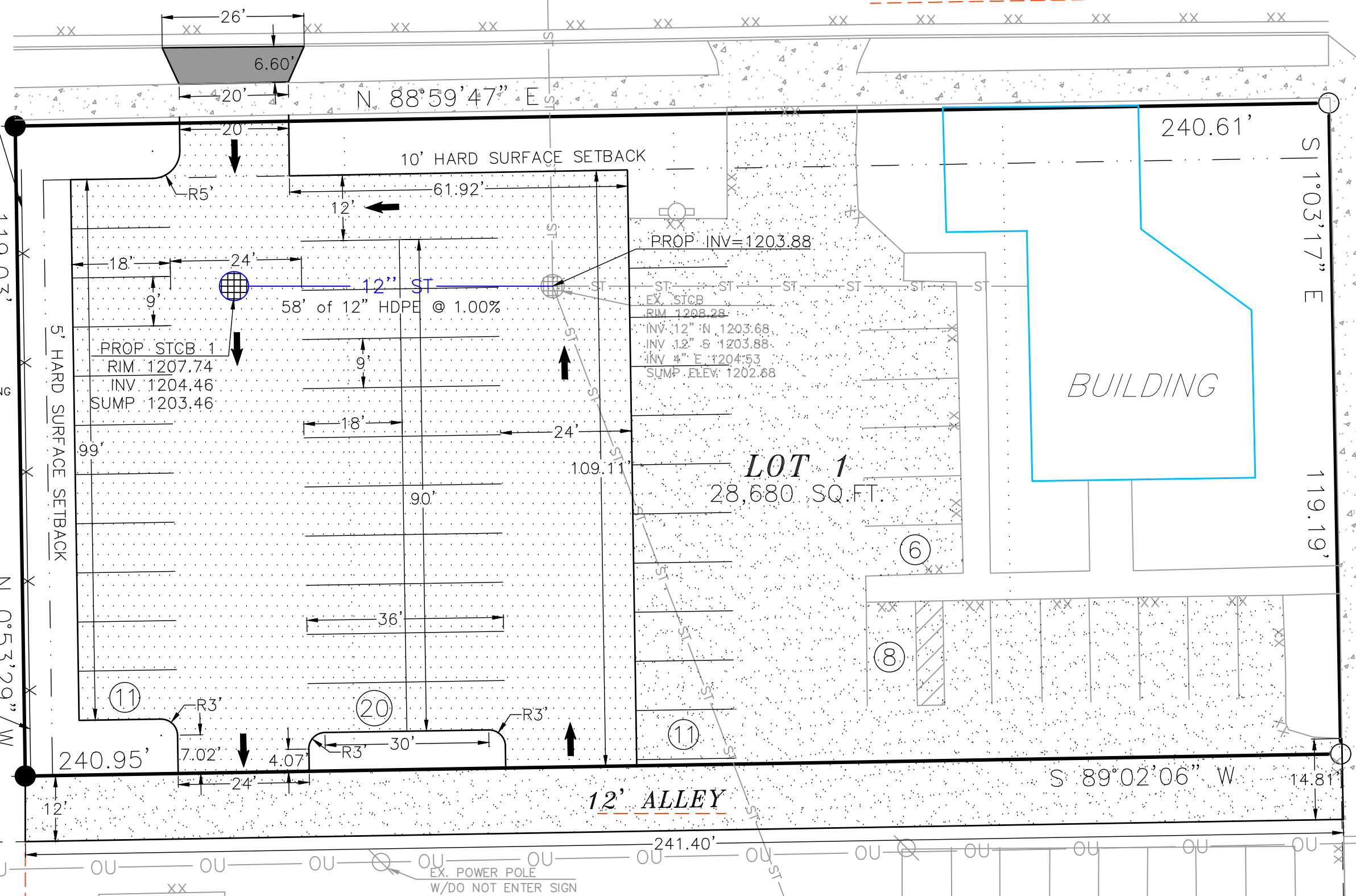
NEW FENCE
1' OFF WEST LINE
PROPERTY LINE
N 88°59'47" E
60.07'

LEGEND

- PROPOSED CATCH BASIN
SEE DETAIL ON C7
- 4" CONCRETE W/8" BASE COURSE
SEE DETAIL ON C7
- 3" ASPHALT W/8" BASE COURSE
- REMOVE & REPLACE W/IN
PLACE ASPHALT INCLUDING PARKING
LOT IN FRONT OF THE FUNERAL
HOME
- (11) NUMBER OF PARKING STALLS

	TOTAL
LOT AREA	28,680 sqft.
BUILDING AREA	2,532 sqft.
PAVED AREA	20,149 sqft.
TOTAL IMPERVIOUS AREA	22,681 sqft. (79%)
GREEN SPACE	5,999 sqft. (21%)
EXISTING PARKING STALL #	58
PROPOSED PARKING STALL #	79

NEW FENCE
1' OFF WEST LINE
PROPERTY LINE
N 89°02'06" E
60.04'



STAMP/SIGNATURE:	REVISIONS		
	BY	DATE	DESCRIPTION

TITLE PAGE:	
PROPOSED SITE PLAN	
PROJECT:	PETERSON/KRAEMER PARKING LOT EXPANSION
LOCATION:	CITY OF WAUSAU MARATHON COUNTY, WISCONSIN



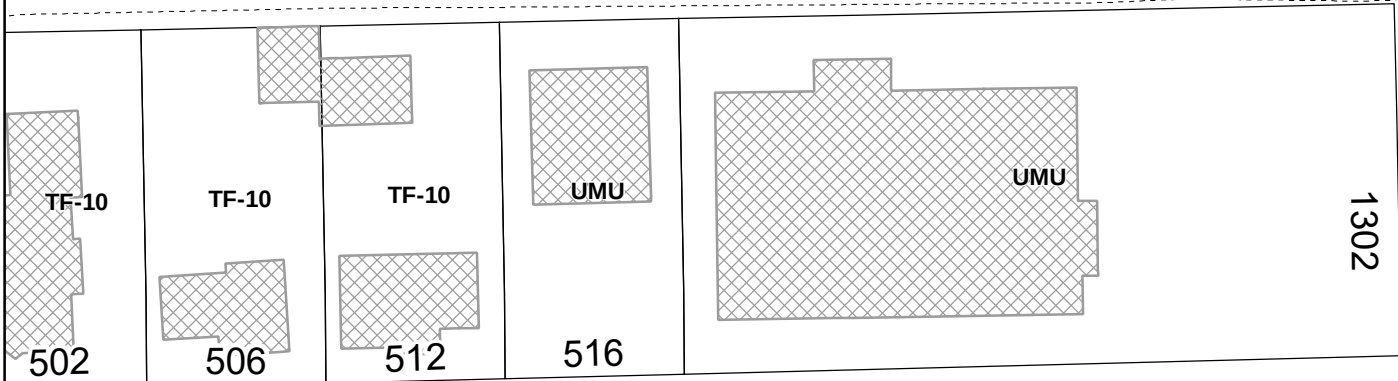
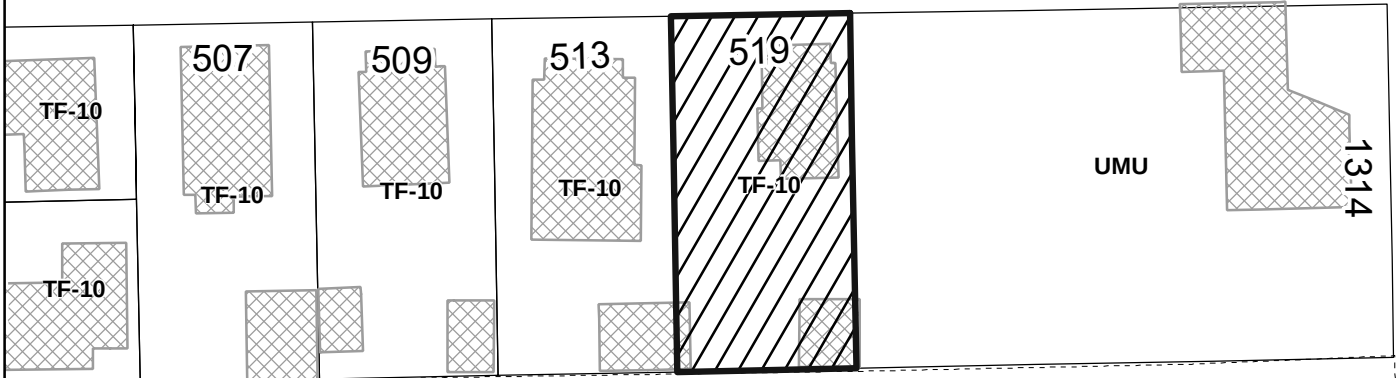
VREELAND ASSOCIATES LAND
SURVEYORS & ENGINEERS
6103 DAWN STREET WESTON, WI. 54476
PHONE NO.: (715) 241-0947
EMAIL: dustin@vreelandassociates.us
WEBSITE: www.vreelandlandsurveying.com
COPYRIGHT © 2023 BY VREELAND ENTERPRISES, INC. ALL RIGHTS RESERVED. DUPLICATION BY WRITTEN PERMISSION ONLY.

PREPARED FOR:	PETERSON/KRAEMER LLP
PLAN DATE:	APRIL 19TH, 2023

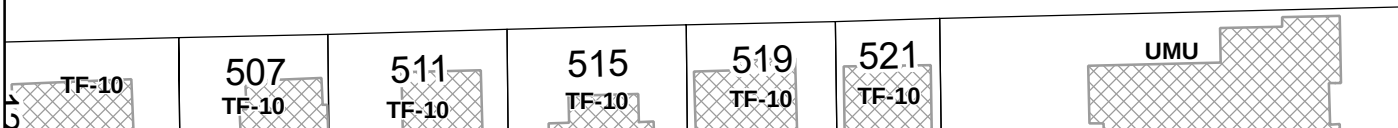
DESIGNER: DUSTIN VREELAND
SURVEYED BY: CB & TV
FILE NO.: 22-0457 ENGINEERING
DATE: FEBRUARY 21, 2023
SCALE: 1" = 20'
SHEET C4

STARK ST

ST H19 N

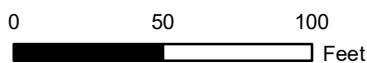


STEBEN ST

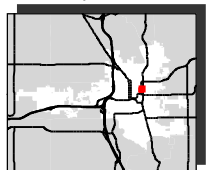


City of Wausau

Marathon County Wisconsin



Map Location



Map Date: April 27, 2023

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

RESOLUTION OF THE FINANCE COMMITTEE

Authorizing the Issuance of \$17,550,000 General Obligation Promissory Notes and the Issuance and Sale of a \$17,550,000 Note Anticipation Note, Series 2023A in Anticipation Thereof

Committee Action: *Pending*

Fiscal Impact:

File Number: 23-0510

Date Introduced: June 13, 2023

WHEREAS, on May 9, 2023, the Common Council of the City of Wausau, Marathon County, Wisconsin (the "City") adopted a resolution (the "Set Sale Resolution"), providing for the sale of a Note Anticipation Note, Series 2023A for public purposes, including paying the cost of providing interim financing for granular activated carbon (GAC) treatment improvements and equipment at the water treatment plant (the "Project");

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

WHEREAS, it is the finding of the Common Council that it is necessary, desirable and in the best interest of the City to authorize the issuance of and covenant to issue general obligation promissory notes (the "Securities") to provide permanent financing for the Project;

WHEREAS, the Securities have not yet been issued or sold;

WHEREAS, cities are authorized by the provisions of Section 67.12(1)(b), Wisconsin Statutes, to issue note anticipation notes in anticipation of receiving the proceeds from the issuance and sale of the Securities;

WHEREAS, it is the finding of the Common Council that it is necessary, desirable and in the best interest of the City to authorize the issuance and sale of a note anticipation note pursuant to Section 67.12(1)(b), Wisconsin Statutes (the "Note"), in anticipation of receiving the proceeds from the issuance and sale of the Securities, to provide interim financing to pay the cost of the Project; and

WHEREAS, it is the finding of the Common Council that it is necessary, desirable and in the best interest of the City to sell the Note to Peoples State Bank (the "Purchaser"), pursuant to the terms and conditions of the Preliminary Term Sheet (the "Term Sheet") and the proposal (collectively, the "Proposal") attached hereto as Exhibit A and incorporated herein by this reference). Ehlers & Associates, Inc. ("Ehlers"), the City's municipal advisor, has recommended that the City accept the Proposal.

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

Section 1A. Ratification of the Term Sheet. The Common Council of the City hereby ratifies and approves the details of the Note set forth in Exhibit A attached hereto as and for the details of the Note. The Term Sheet and any other offering materials prepared and circulated by Ehlers are hereby ratified and approved in all respects. All actions taken by officers of the City and Ehlers in connection with the preparation and distribution of the Term Sheet, and any other offering materials are hereby ratified and approved in all respects.

Section 1B. Issuance of Securities. The City hereby authorizes the issuance of and declares its intention and covenants to issue the Securities pursuant to the provisions of Chapter 67, Wisconsin Statutes, in an amount sufficient to retire any outstanding note anticipation notes issued for the purpose of paying the cost of the Project.

Section 2. Authorization and Sale of the Note. In anticipation of the sale of the Securities, for the purpose of paying the cost of the Project, there shall be borrowed pursuant to Section 67.12(1)(b), Wisconsin Statutes, the principal sum of SEVENTEEN MILLION FIVE HUNDRED FIFTY THOUSAND DOLLARS (\$17,550,000) from the Purchaser in accordance with the terms and conditions of the Proposal. The Proposal is hereby accepted and the Mayor and City Clerk or other appropriate officers of the City are authorized and directed to execute an acceptance of the Proposal on behalf of the City. To evidence the obligation of the City, the Mayor and City Clerk are hereby authorized, empowered and directed to make, execute, issue and sell to the Purchaser for, on behalf of and in the name of the City, the Note aggregating the principal amount of SEVENTEEN MILLION FIVE HUNDRED FIFTY THOUSAND DOLLARS (\$17,550,000) for the sum set forth on the Proposal, plus accrued interest to the date of delivery.

Section 3. Terms of the Note. The Note shall be designated "Note Anticipation Note, Series 2023A"; shall be issued in the aggregate principal amount of \$17,550,000; shall be dated June 29, 2023; shall be in the denomination of \$100,000 or any integral multiple of \$1,000 in excess thereof; shall be numbered R-1; and shall bear interest at the rate of 4.56% per annum and mature on July 1, 2024 as set forth on the schedule attached hereto as Exhibit B and incorporated herein by this reference (the "Schedule"). Interest shall be payable at maturity. Interest shall be computed upon the basis of a 360-day year of twelve 30-day months and will be rounded pursuant to the rules of the Municipal Securities Rulemaking Board.

Section 4. Redemption Provisions. The Note shall be subject to redemption prior to maturity, at the option of the City, on any date. Said Note shall be redeemable as a whole or in part, in integral multiples of \$1,000 at a price of par plus accrued interest to the date of redemption. In the event that only a portion of the Note is redeemed, the remaining outstanding principal amount of the Note must be at least \$100,000, unless or until redeemed or paid in full.

Section 5. Form of the Note. The Note shall be issued in registered form and shall be executed and delivered in substantially the form attached hereto as Exhibit C and incorporated herein by this reference.

Section 6. Security. The Note shall in no event be a general obligation of the City and does not constitute an indebtedness of the City nor a charge against its general credit or taxing power. No lien is created upon the Project or any other property of the City as a result of the issuance of the Note. The Note shall be payable only from (a) any proceeds of the Note set aside for payment of interest on the Note as it becomes due and (b) proceeds to be derived from the issuance and sale of the Securities,

which proceeds are hereby declared to constitute a special trust fund, hereby created and established, to be held by the City Clerk and expended solely for the payment of the principal of and interest on the Note until paid. The City hereby agrees that, in the event such monies are not sufficient to pay the principal of and interest on the Note when due, if necessary, the City will pay such deficiency out of its annual general tax levy or other available funds of the City; provided, however, that such payment shall be subject to annual budgetary appropriations therefor and any applicable levy or revenue limits; and provided further, that neither this Resolution nor any such payment shall be construed as constituting an obligation of the City to make any such appropriation or any further payments.

Section 7. Segregated Debt Service Fund Account.

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

Within the debt service fund, there hereby is established a separate and distinct account designated as the "Debt Service Fund Account for Note Anticipation Note, Series 2023A" (the "Debt Service Fund Account") and such account shall be maintained until the indebtedness evidenced by the Note is fully paid or otherwise extinguished. There shall be deposited into the Debt Service Fund Account (i) all accrued interest received by the City at the time of delivery of and payment for the Note; (ii) any proceeds of the Note representing capitalized interest on the Note or other funds appropriated by the City for payment of interest on the Note, as needed to pay the interest on the Note when due; (iii) proceeds of the Securities (or other obligations of the City issued to pay principal of or interest on the Note); (iv) such other sums as may be necessary at any time to pay principal of and interest on the Note when due and which are appropriated by the Common Council for that purpose; (v) surplus monies in the Borrowed Money Fund as specified below; and (vi) such further deposits as may be required by Section 67.11, Wisconsin Statutes.

(B) Use and Investment. No money shall be withdrawn from the Debt Service Fund Account and appropriated for any purpose other than the payment of principal of and interest on the Note until all such principal and interest has been paid in full and the Note canceled; provided that such monies may be invested in permitted municipal investments under the pertinent provisions of the Wisconsin Statutes ("Permitted Investments"), which investments shall continue to be a part of the Debt Service Fund Account. Said account shall be used for the sole purpose of paying the principal of and interest on the Note and shall be maintained for such purpose until the Note is fully paid or otherwise extinguished, and shall at all times be invested in a manner that conforms with the provisions of the Internal Revenue Code of 1986, as amended (the "Code"), and any applicable Treasury Regulations (the "Regulations").

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

Section 8. Covenants of the City. The City hereby covenants with the owners of the Note as follows:

(A) It shall issue and sell the Securities as soon as practicable, as necessary to provide for payment of the Note;

(B) It shall segregate the proceeds derived from the sale of the Securities into the special trust fund herein created and established and shall permit such special trust fund to be used for no purpose other than the payment of principal of and interest on the Note until paid. After the payment of principal of and interest on the Note in full, said trust fund may be used for such other purposes as the Common Council may direct in accordance with law; and,

(C) It shall maintain a debt limit capacity such that its combined outstanding principal amount of general obligation bonds or notes or certificates of indebtedness and the \$17,550,000 authorized for the issuance of the Securities to provide for the payment of the Note shall at no time exceed its constitutional debt limit.

Section 9. Proceeds of the Note; Segregated Borrowed Money Fund. The proceeds of the Note (the "Note Proceeds") (other than any premium and accrued interest which must be paid at the time of the delivery of the Note into the Debt Service Fund Account created above) shall be deposited into a special fund (the "Borrowed Money Fund") separate and distinct from all other funds of the City and disbursed solely for the purpose or purposes for which borrowed. Monies in the Borrowed Money Fund may be temporarily invested in Permitted Investments. Any monies, including any income from Permitted Investments, remaining in the Borrowed Money Fund after the purpose or purposes for which the Note has been issued have been accomplished, and, at any time, any monies as are not needed and which obviously thereafter cannot be needed for such purpose(s) shall be deposited in the Debt Service Fund Account.

Section 10. No Arbitrage. All investments made pursuant to this Resolution shall be Permitted Investments, but no such investment shall be made in such a manner as would cause the Note to be an "arbitrage bond" within the meaning of Section 148 of the Code or the Regulations and an officer of the City, charged with the responsibility for issuing the Note, shall certify as to facts, estimates, circumstances and reasonable expectations in existence on the date of delivery of the Note to the Purchaser which will permit the conclusion that the Note is not an "arbitrage bond," within the meaning of the Code or Regulations.

Section 11. Compliance with Federal Tax Laws. (a) The City represents and covenants that the projects financed by the Note and the ownership, management and use of the projects will not cause the Note to be a "private activity bond" within the meaning of Section 141 of the Code. The City further covenants that it shall comply with the provisions of the Code to the extent necessary to maintain the tax-exempt status of the interest on the Note including, if applicable, the rebate requirements of Section 148(f) of the Code. The City further covenants that it will not take any action, omit to take any action or permit the taking or omission of any action within its control (including, without limitation, making or permitting any use of the proceeds of the Note) if taking, permitting or omitting to take such action would cause any of the Note to be an arbitrage bond or a private activity bond within the meaning of the Code or would otherwise cause interest on the Note to be included in the gross income of the recipients thereof for federal income tax purposes. The City Clerk or other officer of the City charged with the responsibility of issuing the Note shall provide an appropriate certificate of the City certifying that the City can and covenanting that it will comply with the provisions of the Code and Regulations.

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

Section 12. Execution of the Note; Closing; Professional Services. The Note shall be issued in printed form, executed on behalf of the City by the manual or facsimile signatures of the Mayor and City Clerk, authenticated, if required, by the Fiscal Agent (defined below), sealed with its official or corporate seal, if any, or a facsimile thereof, and delivered to the Purchaser upon payment to the City of the purchase price thereof, plus accrued interest to the date of delivery (the "Closing"). The facsimile signature of either of the officers executing the Note may be imprinted on the Note in lieu of the manual signature of the officer but, unless the City has contracted with a fiscal agent to authenticate the Note, at least one of the signatures appearing on each Note shall be a manual signature. In the event that either of the officers whose signatures appear on the Note shall cease to be such officers before the Closing, such signatures shall, nevertheless, be valid and sufficient for all purposes to the same extent as if they had remained in office until the Closing. The aforesaid officers are hereby authorized and directed to do all acts and execute and deliver the Note and all such documents, certificates and acknowledgements as may be necessary and convenient to effectuate the Closing. The City hereby authorizes the officers and agents of the City to enter into, on its behalf, agreements and contracts in conjunction with the Note, including but not limited to agreements and contracts for legal, trust, fiscal agency, disclosure and continuing disclosure, and rebate calculation services. Any such contract heretofore entered into in conjunction with the issuance of the Note is hereby ratified and approved in all respects.

Section 13. Payment of the Note; Fiscal Agent. The principal of and interest on the Note shall be paid by the City Clerk or the City Treasurer (the "Fiscal Agent").

Section 14. Persons Treated as Owners; Transfer of Note. The City shall cause books for the registration and for the transfer of the Note to be kept by the Fiscal Agent. The person in whose name any Note shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and payment of either principal or interest on any Note shall be made only to the registered owner thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Note to the extent of the sum or sums so paid.

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

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

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

Section 16. Payment of Issuance Expenses. The City authorizes the Purchaser to forward the amount of the proceeds of the Note allocable to the payment of issuance expenses to a financial institution selected by Ehlers at Closing for further distribution as directed by Ehlers.

Section 17. Continuing Disclosure. The continuing disclosure requirements of SEC Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities and Exchange Act of 1934 (the "Rule") are not applicable to the Note because the Purchaser will covenant that it will hold and not make a primary offering of the Note, or otherwise will establish an exception to the Rule relating to the Note.

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

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

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

Adopted, approved and recorded June 13, 2023.

Katie Rosenberg
Mayor

ATTEST:

Kaitlyn Bernarde
City Clerk

(SEAL)

EXHIBIT A

Proposal

(See Attached)

PRELIMINARY TERM SHEET DATED MAY 10, 2023

City of Wausau, Wisconsin (the "City")
Marathon County

\$17,550,000* Note Anticipation Note, Series 2023A (the "Note")

Proposals Due: Proposals must be received by email to bondsale@ehlers-inc.com no later than 12:00 PM, CT on June 8, 2023.

Proposal Consideration: Proposals will be considered by the Common Council, at a meeting to be held on June 13, 2023, at 6:30 PM.

Purpose: The Note is being issued to provide interim financing for Granulated Activated Carbon treatment improvements and equipment at the Water Treatment Plant until Wisconsin Department of Natural Resources Safe Drinking Water Fund Loan Program proceeds and grants are available.

Authority: Wisconsin Statutes, Section 67.12(1)(b),

Security: The Note is a valid and binding special obligation of the City, issued in anticipation of the City issuing bonds to secure a Safe Drinking Water Fund Loan (the "Loan") issued to the State of Wisconsin, which is expected to occur in Spring of 2024. The Note does not constitute a general obligation of the City, and no lien is created upon the Project or the water system as result of the issuance of the Note. The Note is payable only from (a) any proceeds from the issuance and sale of the Note which are set aside to pay interest on the Note, and (b) proceeds to be derived from the issuance and sale of general obligation promissory notes which the City has covenanted to issue, the proceeds of which are pledged for the payment of the principal of and interest on the Note.

As authorized and permitted by Section 67.12(1)(b), Wisconsin Statutes, in the event such monies are not sufficient to pay the principal of and interest on the Note when due, if necessary, the City will pay such deficiency out of its annual general tax levy or other available funds of the City; provided, however, that any such payment shall be subject to annual budgetary appropriations therefor and any applicable levy limits; and provided further, that neither the resolution authorizing the Note (the "Resolution") nor any such payment shall be construed as constituting an obligation of the City to make any such appropriation or any further payments.

Date of Note: June 29, 2023

Delivery Date: June 29, 2023

Maturity: July 1, 2024

<u>Year</u>	<u>Amount*</u>	<u>Interest Rate(s)</u>
2024	\$17,550,000	_____%

*Preliminary, subject to change.

*Estimated Sources and Uses**

Sources		
Par Amount of Note	\$17,550,000	
Estimated Interest Earnings	<u>\$327,542</u>	
Total Sources		\$17,877,542
Uses		
Project Costs	\$17,839,542	
Costs of Issuance	<u>38,000</u>	
Total Uses		\$17,877,542

*Preliminary, subject to change.

Interest: Interest will be payable at maturity. Interest will be computed on the basis of a 360-day year of twelve 30-day months.

Optional Redemption: The Note will be subject to call and prior payment on any date after the settlement date in whole or in part of the option of the City in integral multiples of \$1,000, at a price of par plus accrued interest. In the event that only a portion of the Note is redeemed, the remaining outstanding principal amount of the Note must be at least \$100,000 unless or until the Note is redeemed or paid in full.

Form of Note: The Note will be in typewritten form, registrable as to principal and interest.

Not Qualified Tax-Exempt Obligations: The Note will NOT be designated as a "qualified tax-exempt obligation" pursuant to Section 265(b)(3) of the Internal Revenue Code of 1986, as amended, which permits financial institutions to deduct interest expenses allocable to the Note to the extent permitted under prior law.

Financial Disclosure: The City will offer to provide its financial data annually to the Lender upon request.

Rating: The City has not requested a rating for the Note. *A rating may not be requested without contacting Ehlers and receiving the permission of the City.*

Offering Documents: Offering documents shall take the form of this Preliminary Term Sheet and the attached Proposal Form. No continuing disclosure will be provided with respect to the Note.

Costs of Issuance: Financing and legal costs will be paid for out of the proceeds of the Note.

Legal Opinion: An opinion as to the validity of the Note and the exemption from taxation of the interest thereon will be furnished by Quarles & Brady LLP, Milwaukee, Wisconsin, bond counsel to the City, and will accompany the Note.

Resale of Note: The Lender shall agree to purchase the debt instrument for investment and not with a present view to the distribution, transfer or resale thereof. The Lender intends to hold and book the Note as a loan in its loan portfolio; the Lender acknowledges that the use of the word "Note" in the name of the debt instrument is for convenience only and is not intended to indicate that the instrument is a security within the meaning of the Securities Act of 1933. The Lender shall be required to hold such Note for its own account and for an indefinite period of time and shall be required to certify that it does not intend

to dispose of all or any portion of such Note and understands that transfer of such Note is restricted.

Lender: To be determined.

Registrar/Paying Agent: The City Finance Director shall be designated as the registrar/paying agent.

Bond Counsel: Rebecca Speckhard; Quarles & Brady LLP, Milwaukee, Wisconsin

Municipal Advisor: Ehlers
N19W24400 Riverwood Drive, Suite 100
Waukesha, WI 53188

Municipal Advisors:	Brian Roemer	Philip Cosson
Phone No.	(262) 796-6178	(262) 796-6161
E-mail Address:	broemer@ehlers-inc.com	pcosson@ehlers-inc.com

Disclaimer:

No proposing firm representative or third-party solicitor shall contact the City's elected officials regarding this request for proposal while it remains open. Violation of this provision will be deemed grounds for immediate disqualification of a proposal and may be considered in future requests for proposal.

The City reserves the right to reject any and all proposals, and may waive any defect, irregularity, or informality contained in a proposal. The City reserves the right to select the proposal deemed most advantageous to the City, in its sole discretion, and to negotiate directly with any respondents. Preparation and submission of a response to this request for proposals is at the sole expense and risk of the responding firms, and it is understood by the selected firm that no fees or other compensation will be paid if the proposed financing is abandoned or does not close. If deadlines are modified or addenda to this request for proposal are prepared, all parties shall be notified contemporaneously.

PROPOSAL FORM

Common Council
City of Wausau, Wisconsin (the "City")

June 13, 2023

RE: \$17,550,000* Note Anticipation Note, Series 2023A (the "Note")
DATED: June 29, 2023

For all or none of the above Note, we will pay you \$17,550,000.⁰⁰ (not less than \$17,550,000) plus accrued interest to date of delivery for such Note, maturing on July 1 in the year below and bearing interest as follows:

4.56 % due 2024

The City reserves the right to increase or decrease the principal amount of the Note on the day of sale, in increments of \$1,000.

Interest on the Note will be payable on July 1, 2024.

The Note will be subject to call and prior payment on any date in whole or in part at the option of the City in integral multiples of \$1,000, at a price of par plus accrued interest to date of redemption upon 30 days prior written notice to the Lender. In the event that only a portion of the Note is redeemed, the remaining outstanding principal amount of the Note must be at least \$100,000 unless, or until, the Note is redeemed or paid in full.

The Lender shall agree to purchase the debt instrument for investment and not with a present view to the distribution, transfer or resale thereof. The Lender intends to hold and book the Note as a loan in its loan portfolio; the Lender acknowledges that the use of the word "Note" in the name of the debt instrument is for convenience only and is not intended to indicate that the instrument is a security within the meaning of the Securities Act of 1933. The Lender shall be required to hold such Note for its own account and for an indefinite period of time and does not intend to dispose of all or any portion of such Note and understands that transfer of such Note is restricted.

The City has not requested a rating on this issue. *A rating may not be requested without contacting Ehlers and receiving the permission of the City.*

This proposal is for consideration and acceptance by the Common Council on June 13, 2023, and is conditional upon delivery of said Note to us within 40 days of award. Delivery is anticipated on or about June 29, 2023. The Note will be in typewritten form, registrable as to principal and interest. The City Finance Director shall be designated as the bond registrar/paying agent.

Submitted by:

Name of Institution:

Peoples State Bank

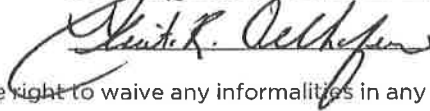
Submitted By:

Clint Oelhafen

Title:

Commercial Banker / Officer

Signature:



The City reserves the right to waive any informalities in any proposal and select the proposal deemed most advantageous, in its sole discretion.

The foregoing offer is hereby accepted by and on behalf of the Common Council of the City of Wausau, Wisconsin, this _____ day of _____, 2023.

By: _____

By: _____

Title: _____

Title: _____

EXHIBIT B

Debt Service Schedule

(See Attached)

City of Wausau, WI

\$17,550,000 Note Anticipation Notes

SINGLE PURPOSE

Dated June 29, 2023 Purchaser: People's State Bank

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
06/29/2023	-	-	-	-	-
07/01/2024	17,550,000.00	4.560%	804,726.00	18,354,726.00	18,354,726.00
Total	\$17,550,000.00	-	\$804,726.00	\$18,354,726.00	-

Yield Statistics

Bond Year Dollars	\$17,647.50
Average Life	1.006 Years
Average Coupon	4.5600000%
Net Interest Cost (NIC)	4.5600000%
True Interest Cost (TIC)	4.5086121%
Bond Yield for Arbitrage Purposes	4.5086121%
All Inclusive Cost (AIC)	4.7291518%

IRS Form 8038

Net Interest Cost	4.5600000%
Weighted Average Maturity	1.006 Years

EXHIBIT C

(Form of Note)

NUMBER	UNITED STATES OF AMERICA STATE OF WISCONSIN MARATHON COUNTY CITY OF WAUSAU	DOLLARS
R-1	NOTE ANTICIPATION NOTE, SERIES 2023A	\$17,550,000

MATURITY DATE: ORIGINAL DATE OF ISSUE: INTEREST RATE:

July 1, 2024

June 29, 2023

4.56%

REGISTERED OWNER: PEOPLES STATE BANK

PRINCIPAL AMOUNT: SEVENTEEN MILLION FIVE HUNDRED FIFTY THOUSAND DOLLARS (\$17,550,000)

FOR VALUE RECEIVED, the City of Wausau, Marathon County, Wisconsin (the "City"), hereby acknowledges itself to owe and promises to pay to the registered owner identified above (or to registered assigns), on the maturity date identified above, the principal amount identified above, and to pay interest thereon at the rate of interest per annum identified above, all subject to the provisions set forth herein regarding redemption prior to maturity. Interest is payable at maturity.

This Note is payable as to principal and interest upon presentation and surrender hereof at the office of the City Clerk or City Treasurer.

This Note is issued by the City pursuant to the provisions of Section 67.12(1)(b), Wisconsin Statutes, in anticipation of the sale of general obligation promissory notes (the "Securities"), to provide interim financing for public purposes, including paying the cost of providing interim financing for granular activated carbon (GAC) treatment improvements and equipment at the water treatment plant (the "Project"), as authorized by a resolution adopted on June 13, 2023. Said resolution is recorded in the official minutes of the Common Council for said date.

This Note shall be payable only from (a) any proceeds of the Note set aside for payment of interest on the Note as it becomes due and (b) proceeds to be derived from the issuance and sale of the Securities, which proceeds have been declared to constitute a special trust fund and to be held by the City Clerk and expended solely for the payment of the principal of and interest on the Note until paid.

The City has authorized the issuance of the Securities and has covenanted to issue the Securities in an amount sufficient to repay the Note pursuant to said resolution. **THE NOTE IS NOT A GENERAL OBLIGATION OF THE CITY AND DOES NOT CONSTITUTE AN INDEBTEDNESS OF THE CITY WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY LIMITATION OR PROVISION NOR A CHARGE AGAINST ITS GENERAL CREDIT OR TAXING POWER. NO LIEN IS CREATED UPON THE PROJECT OR ANY OTHER PROPERTY OF THE CITY AS A RESULT OF THE ISSUANCE OF THE NOTE.**

The Note is subject to redemption prior to maturity, at the option of the City, on any date. Said Note is redeemable as a whole or in part, in integral multiples of \$1,000, at the principal amount thereof, plus accrued interest to the date of redemption. In the event that only a portion of the Note is redeemed, the remaining outstanding principal amount of the Note must be at least \$100,000, unless or until redeemed or paid in full.

Before the redemption of the Note, unless waived by the registered owner, the City shall give notice of such redemption by registered or certified mail at least thirty (30) days prior to the date fixed for redemption to the registered owner of each Note to be redeemed, in whole or in part, at the address shown on the registration books. Any notice provided as described herein shall be conclusively presumed to have been duly given, whether or not the registered owner receives the notice. The Note shall cease to bear interest on the specified redemption date, provided that federal or other immediately available funds sufficient for such redemption are on deposit with the registered owner at that time. Upon such deposit of funds for redemption the Note shall no longer be deemed to be outstanding.

The Note is issued in registered form in the denomination of \$100,000 or any integral multiple of \$1,000 in excess thereof. This Note may be exchanged at the office of the City Clerk or City Treasurer for a like aggregate principal amount of Notes of the same maturity in other authorized denominations.

This Note is transferable by a written assignment duly executed by the registered owner hereof or by such owner's duly authorized legal representative. Upon such transfer a new registered Note, in authorized denomination or denominations and in the same aggregate principal amount, shall be issued to the transferee in exchange hereof.

The City may deem and treat the registered owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof, premium, if any, hereon and interest due hereon and for all other purposes, and the City shall not be affected by notice to the contrary.

It is hereby certified and recited that all conditions, things and acts required by law to exist or to be done prior to and in connection with the issuance of this Note have been done, have existed and have been performed in due form and time. The City has authorized and covenanted to issue and sell the Securities, the sale of which this Note anticipates, as soon as practicable and to set aside the proceeds of the Securities into a special trust fund for the payment of the principal of and interest on this Note.

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

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

CITY OF WAUSAU
MARATHON COUNTY, WISCONSIN

By: _____
Katie Rosenberg
Mayor

(SEAL)

By: _____
Kaitlyn Bernarde
City Clerk

ASSIGNMENT

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

(Name and Address of Assignee)

(Social Security or other Identifying Number of Assignee)

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

Dated: _____

Signature Guaranteed:

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

(Registered Owner)

(Authorized Officer)

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

*The Internal Revenue Code of 1986 (IRC Section 149) requires that for interest on a municipal obligation with a term greater than one year to be exempt from federal income tax, the obligation must be issued and remain in registered form.

Section 67.09, Wisconsin Statutes provides that the City Clerk of the City when acting as the registrar shall record the registration of each note or bond in its bond registrar. Therefore, if this Note is to be assigned, the City Clerk of the City should be notified and a copy of this Assignment should be sent to the City Clerk of the City for his or her records.

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

RESOLUTION OF THE FINANCE COMMITTEE

Approving 2023 Budget Modification -- Purchase of Badger Book Electronic Poll Books for Elections

Committee Action: *Pending*

Fiscal Impact: \$22,000

File Number: 22-1109

Date Introduced: June 13, 2023

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: \$22,000</i>
	<i>Recurring Costs:</i>	Yes ☐ No ☒	<i>Amount:</i>
SOURCE	<i>Fee Financed:</i>	Yes ☐ No ☒	<i>Amount:</i>
	<i>Grant Financed:</i>	Yes ☐ No ☒	<i>Amount:</i>
	<i>Debt Financed:</i>	Yes ☐ No ☒	<i>Amount: 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 use of electronic poll books increases efficiencies on election day for voters and pollworkers, and simplifies post election management and is known to be reliable and secure; and

WHEREAS, the City Clerk is moving to Badger Books electronic poll books for election management through a phased process; and

WHEREAS, the City purchased several used Badger Books in 2020 to manage the central count absentee site; and

WHEREAS, the City purchased new Badger Book machines in 2021 to upgrade 2 sites for the 2022 August and November elections at a cost of \$15,000; and

WHEREAS, your Finance Committee has reviewed and recommends a budget modification to fund the purchase of the Badger Books purchase

*Ledger Account/Summary	*Fund	*Cost Center	Revenue Category	Spend Category	Additional Worktags	Debit Amount
60000:Capital Outlay	451 Central Capital Purchasing Fund	Other General Government		58132 IT Equipment and Hardware - Capital		\$22,000.00

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 modify the 2023 Budget as outline above.

Approved:

Katie Rosenberg, Mayor



Office of the City Clerk

TO: Common Council
FROM: Kaitlyn Bernarde, City Clerk
RE: Resolution to Purchase Additional Badger Books
DATE: June 7, 2023

Purpose: To modify the 2023 budget to purchase additional Badger Books for the remaining polling places starting with February 2024.

Background: Badger Books are an e-pollbook created by the State of Wisconsin for Wisconsin elections. A Badger Book is a mounted tablet that can:

1. Check in voters on Election Day
2. Complete Election Day Registration
3. Process absentee ballots

The City of Wausau started purchasing Badger Books in 2020 with a plan to phase in polling places by the end of 2023. Due to shipping delays, we rolled out the Badger Books at Central Court for the April 2022 Spring Election. We then rolled them out at the Armory (Districts 9 & 11) and Sylvan Hill (District 6) polling sites for the August 2023 Partisan Primary. With a smaller expected turnout in 2023, we were able to have Badger Books at Pilgrim Lutheran Church poll site (Districts 1 & 2) for the February 2023 election. We heard positive reviews from voters and election workers on the software including that they:

1. Allow voters to receive their ballot within 30 seconds of walking in the door.
2. Reduce chance for human error due to system workflows and requirements.
3. Minimize the amount of data entry for staff due to digital storage.

To learn more about Badger Books, we created an informational video which you can find on the City's website here: https://www.youtube.com/watch?v=tK_MgaBBaoE

The first election of 2024 will likely be on February 20, where we would like to roll Badger Books out at the remaining three polling places. Therefore, we would like to purchase 10 additional Badger Books at approximately \$2,200 per unit. We would be purchasing the machines from Paragon Development Systems, Inc. (PDS) who is the only authorized company to sell and deliver the Badger Book hardware for the Wisconsin Elections Commission.

Recommendation: To approve the Resolution authorizing and directing staff to purchase additional Badger Books in 2023.

Program Overview

In 2017, Wisconsin Elections Commission (WEC) staff developed an electronic poll book system to be used in polling places in Wisconsin on Election Day.

Enabled by Wis. Stat. § 6.79(1m), the Badger Book is the only electronic poll book authorized for use in Wisconsin elections.

Within each polling place, Badger Books are connected securely to communicate to each other, but do not connect to the Internet or any other network outside the polling place.

After municipalities purchase the hardware, access to the free Badger Book application and support from WEC will be provided.

While Badger Books will improve the way municipalities administer elections, they are not mandatory and participation is optional.

If you have any questions about the Badger Book program or would like to learn more, please contact the Wisconsin Elections Commission at:

(608) 261-2028
or
epollbook@wi.gov

For clerks, additional information about Badger Books can be found in The Learning Center.



Badger Book

Wisconsin's Electronic Poll Book



What is a Badger Book?

The Badger Book is an e-poll book. What does that mean?

“e” stands for electronic
“poll book” stands for poll book

A Badger Book is a:

- ✓ Poll book
- ✓ Absentee ballot log
- ✓ Digital voter registration form

What can Badger Books do for you?

- Quicker voter check-ins and registrations
- Process absentees in a snap
- Improve polling place flow
- No more splitting poll books
- Reduce poll worker mistakes
- Improve data quality
- Consolidate polling places
- Require fewer election inspectors
- Streamline post-election data entry and reconciliation
- Voters will be able to view their participation sooner in MyVote

Election Day!

Prior to Election Day, the poll book for your entire municipality is loaded onto the Badger Book.



Badger Books complete three primary tasks on Election Day:

- ✓ Checking in voters
- ✓ Election Day Registrations
- ✓ Processing absentee ballots

After Election Day, participation data is taken from the Badger Book and uploaded into WisVote.

This includes in-person participation, absentee participation, and information from Election Day Registrations.



Are Badger Books safe?

There are multiple layers of security to protect the system and voter information:

- BADGER BOOKS ARE NEVER CONNECTED TO THE INTERNET
- The data loaded onto Badger Books comes from WisVote, the secure statewide voter registration system
- Each Badger Book is password protected and each poll worker has their own user credentials to log in to the application
- Voter and participation data is encrypted and secure
- Badger Books communicate via a wireless router, but only within the polling place
- Like a paper poll book, only the data necessary to run an election is included, so no Personally Identifiable Information (PII) is accessible

RESOLUTION OF THE ECONOMIC DEVELOPMENT COMMITTEE

Approving termination of recorded Deed Restrictions and recording revised Deed Restrictions for
7130 Packer Drive

REVISED

Committee Action: *Pending*

Fiscal Impact: *None*

File Number: 23-0631

Date Introduced: June 13, 2023

FISCAL IMPACT SUMMARY

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

RESOLUTION

WHEREAS, Michael Benda who received an offer to purchase the property at 7130 Packer Drive from Jesse Wellhoefer, manager of Jesse Well Investments, LLC, which he accepted and recently approached the City regarding revising the deed restrictions that were recorded September 21, 1989, with the sale of the property from the City of Wausau to his parents, Gustav and Dorothy Benda; and

WHEREAS, City staff drafted new deed restrictions consistent with a recent conveyance in the business campus; and

WHEREAS, your Economic Development Committee, at their June 13, 2023 meeting, discussed and recommend terminating the recorded Deed Restrictions and recording revised Deed Restrictions for 7130 Packer Drive.

NOW, THEREFORE, BE IT RESOLVED that the Common Council of the City of Wausau does hereby approve terminating the recorded Deed Restriction for 7130 Packer Drive and recording the attached revised Deed Restrictions.

Approved:

Katie Rosenberg, Mayor

Document No.

**TERMINATION AND DEED
RESTRICTIONS FOR
WAUSAU WEST BUSINESS
AND INDUSTRIAL PARK**

Document Title

THIS TERMINATION AND DEED RESTRICTIONS FOR WAUSAU WEST BUSINESS AND INDUSTRIAL PARK (“Agreement”) is entered into this 14th day of June, 2023 by the CITY OF WAUSAU (“City”) and consented to by Jesse Well Investments, LLC, a Wisconsin limited liability company (“Owner”).

WHEREAS, City is the beneficiary of certain deed restrictions and a right of first refusal contained in that certain Warranty Deed dated September 14, 1989, recorded September 21, 1989 in the office of the Register of Deeds for Marathon County, Wisconsin as Document No. 913586 (“Deed Restrictions”);

Recording Area

WHEREAS, Owner is the owner of the real property legally described on Exhibit A (“Property”);

Name and Return Address

Jesse Well Investments, LLC
Jesse Wellhoefer
179601 Pine View Rd.
Birnamwood, WI 54414

WHEREAS, Owner has requested the Deed Restrictions be revised; and

WHEREAS, the City recommends terminating forever the Deed Restrictions; and

PIN: 291-2907-312-0982

WHEREAS, the City desires to institute, and the Owner desires to consent to, the terms and conditions of the New Deed Restrictions (as defined below) with respect to the Property;

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

1. The City hereby terminates “Deed Restrictions.”
2. New Deed Restrictions. The Property shall be subject to the following deed restrictions in favor of the City from and after the date hereof (collectively, the “New Deed Restrictions”):
 1. CITY shall approve any sale or transfer of the property or improvements on the property to a tax-exempt entity, as evidenced by a resolution adopted by the CITY, authorizing such action. The CITY does not need to approve the sale or transfer to tax paying entities, so long as the use of the property complies with zoning ordinances.
 2. Any use of the property or buildings on the property and all improvements placed on the premises and any alterations done thereto shall fully comply with the CITY’s zoning ordinances, and any and all other laws, codes and regulations.
 3. No premises, or any part thereof, shall be leased, assigned, transferred or sublet, in whole or

in part, without fully complying with the CITY's zoning ordinances.

4. The entire area between the building(s) of each site and the front property line, except for driveways, shall be landscaped with a combination of street trees, trees, ground cover and shrubbery, and properly maintained. All unimproved areas not utilized for parking or outside storage shall be maintained in a weed-free condition. Grass shall be maintained in accordance with Municipal Code.
5. The construction of all buildings and improvements placed on the premises and any alterations or future additions done thereto shall fully comply with CITY's zoning ordinances, and any and all other laws, codes and regulations, and specifically, adequate provisions shall be made by the GRANTEE to comply with building setbacks, parking and off-street loading, roadway access, stormwater, lighting, fire protection, and hard surfacing provisions of CITY Code.
6. Before any outside area is used for storage, or storage or parking of trucks, trailers, tractors and other motor vehicles, prior approval or site plan approval for such storage parking must be received, in writing, from the CITY.
7. No land shall be developed or altered that results in flooding, erosion, or sedimentation to adjacent properties. All runoff shall be properly channeled into a storm drain, watercourse, storage area or other storm water management facility.
8. CITY shall retain possession to any and all of the black dirt and topsoil on the premises. Excess land fill material, other than black dirt and topsoil not wanted by GRANTEE, shall not be removed from the premises by the GRANTEE without first offering the same to CITY, free of charge.
9. There shall be no on-site dumping of anything contrary to CITY health and sanitation and zoning ordinances.
10. All railroad service to GRANTEE's property shall be subject to any agreements in effect between the railroad company and CITY. Railroad lead tracks may not be used for loading or unloading purposes.
11. The CITY may, unilaterally, in the future, by Resolution, exempt the land or any portion of the land from one or all of the above covenants, regulations, or restrictions, and/or encumbrances. The CITY may, unilaterally, in the future, by Resolution, require Grantee to grant the City any easement needed for public purposes without cost to the City.
12. These restrictions supersede any conflicting restrictions and/or regulations and/or covenants and/or encumbrances previously passed by the CITY, and/or recorded in the office of the Marathon County Register of Deeds, which affect the land which is subject to this deed, that have not been formally rescinded by the CITY. Any restrictions, regulations, covenants and/or encumbrances which affect the land which is subject to this deed, and which are not in conflict with these restrictions herein, are still specifically deemed to be in full force and effect.
13. These restrictions shall be considered deed restrictions and the covenants, burdens and restrictions shall run with the land in perpetuity and shall forever bind grantee, its successors and assigns.

14. These deed restrictions may be enforced by the CITY by either or both of the following methods:

- a. Action. The enforcement of the restrictions contained in these deed restrictions may be by proceeding at law or in equity against any person or persons breaching or attempting to breach any restriction, to restrain such breach or to recover damages.
- b. Notice and City's Right to Rectify. If any parcel owner has failed in any of the duties or responsibilities created by these deed restrictions, then the City may give such owner written notice of such failure and such person shall within ten (10) days after receiving such notice, rectify the failure or breach. Should any person fail to fulfill the duty or responsibility within such period, then the City shall have the right and power to enter onto the parcel and perform such duty or responsibility without any liability for damages for wrongful entry, trespass, or otherwise to any person. The owner for whom such work is performed shall promptly reimburse the City within thirty (30) days after receipt of a statement of such work.

3. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[Signatures on Next Page]

Dated this ____ day of June, 2023.

CITY OF WAUSAU BY:

*Katie Rosenberg, Mayor

AUTHENTICATION

Signature(s) _____

authenticated this ____ day of _____, 2023.

* _____
*TITLE: MEMBER STATE BAR OF WISCONSIN
(If not, _____
authorized by § 706.06, Wis. Stats.)

* Kaitlyn A. Bernarde, Clerk

ACKNOWLEDGMENT

STATE OF WISCONSIN)
_____) ss.
MARATHON COUNTY)

Personally came before me this ____ day of June,
2023, the above named Katie Rosenberg, Mayor, and
Kaitlyn A. Bernarde, Clerk of the City of Wausau, to
me known to be the persons who executed the
foregoing instrument and acknowledged the same.

* _____
Notary Public, State of Wisconsin
My commission: _____

OWNER BY:

JESSE WELL INVESTMENTS, LLC

* _____

AUTHENTICATION

Signature(s) _____

authenticated this ____ day of _____, 2023.

* _____
*TITLE: MEMBER STATE BAR OF WISCONSIN
(If not, _____
authorized by § 706.06, Wis. Stats.)

ACKNOWLEDGMENT

STATE OF _____)
_____) ss.
_____ COUNTY)

Personally came before me this ____ day of June,
2023, the above named _____
to me known to be the person who executed the
foregoing instrument and acknowledged the same.

* _____
Notary Public, State of Wisconsin
My commission: _____

EXHIBIT A

PROPERTY LEGAL DESCRIPTION

A parcel of land located in the South $\frac{1}{2}$ of the NW fractional $\frac{1}{4}$ and the North $\frac{1}{2}$ of the SW fractional $\frac{1}{4}$, Section 31, Township 29 North, Range 7 East, City of Wausau, Marathon County, Wisconsin, described as follows:

Commencing at the southwest corner of the said South $\frac{1}{2}$ of the NW fractional $\frac{1}{4}$; thence S89°59'52"W, 18.49 feet to a point on reference line "ss", also known as 72nd Avenue; thence S0°44'57"W along said reference line, 66.20 feet; thence S89°15'03"E, 70.00 feet to the point of beginning; thence S3°12'54"W 232.44 feet; thence S50°17'41"E, 105.29 feet; thence along the arc of a curve to the left, said curve having a radius of 433.22 feet, a central angle of 52°07'40" and a long chord of 380.69 feet bearing N49°26'41"E; thence N43°39'42"E, 79.61 feet; thence N18°19'06"E, 128.82 feet; thence along the arc of a curve to the right, said curve having a radius of 903.51 feet, a central angle of 21°39'16", and a long chord of 339.45 feet bearing S79°12'30"W; thence N89°57'52"W, 115.58 feet; thence S3°12'54"W, 64.68 feet to the point of beginning.

RESOLUTION OF THE COMMON COUNCIL

Supporting proposed legislation relating to creating a municipal PFAS grant program and related requirements to address perfluoroalkyl and polyfluoroalkyl substances (“PFAS”)

Committee Action: *Pending*

Fiscal Impact:

File Number: 23-0630

Date Introduced: June 13, 2023

RESOLUTION

WHEREAS, 2023 Senate Bill 312 puts guidelines into place for local governments that are seeking funding for PFAS remediation in Wisconsin; and

WHEREAS, Senate Bill 312 is the trailer bill, following the \$125 million earmarked for these programs in the state 2023 – 2025 biennial budget; and

WHEREAS, in January 2022, Wausau tested and found that every one of the City’s six municipal drinking water wells contained PFAS above the health hazard index set forth by the Wisconsin Department of Health Services; and

WHEREAS, in February 2022, the Wisconsin Natural Resources Board voted to enact a PFAS standard in drinking water of 70 parts per trillion; and

WHEREAS, in December 2022, Wausau began filtering all municipal drinking water through a temporary filtration system of PFAS-attracting resin beds; and

WHEREAS, in March 2023, the City of Wausau Water Works Commission approved a permanent granular activated carbon system to filter PFAS from Wausau’s drinking water supply; and

WHEREAS, in March 2023, the United States Environmental Protection Agency advised municipal water utilities that it was proposing a new federal standard, regulating several PFAS in drinking water, capping PFOA and PFOS at four parts per trillion; limiting any mixture containing one or more of PFNA, PFHxS, PFBS, and/or GenX Chemicals using a hazard index calculation to determine if the combined levels of these PFAS pose a potential risk; and

WHEREAS, in May 2023, the Wausau City Council voted to enter into a lawsuit against the manufacturers of PFAS in an effort to recover some of the costs and damages associated with the PFAS contamination found in Wausau’s municipal drinking water wells; and



5 June 2023

Wausau Mayor Katie Rosenberg's Testimony on Senate Bill 312

Good afternoon, Chair Cowles, Vice Chair Wimberger, and members of the Committee on Natural Resources and Energy.

My name is Katie Rosenberg and I'm the mayor of Wausau. Thank you for holding this public hearing today on Senate Bill 312, that puts some guidelines into place when it comes to PFAS remediation in Wisconsin. I think there is a lot to be proud of when it comes to this bill and the related \$125 million dollars earmarked for these programs in the state biennial budget. I think by now you probably know the story of Wausau and PFAS, but I'll give you a brief overview to add a little context to my comments.

In January 2022, the City of Wausau voluntarily tested each of our six municipal drinking water wells for PFAS after talking to folks at the Department of Natural Resources who were looking into a well that tested positive for PFAS in our neighboring municipality, the Town of Rib Mountain. Three weeks later our results were in, and we found that every single well was contaminated.

We worked through a series of temporary and permanent PFAS remediation solutions. Right off the bat we supplied ratepayers with pitcher filters that removed PFAS for individual and family use. At the end of the year, Wausau's new drinking water treatment facility went online with a solution of a PFAS-removing resin in our anion exchange system. I'm happy to report that our permanent solution, one we expect to use long-lasting granular activated carbon to remove PFAS, is out to bid and if everything keeps to our projected schedule, will be in place by the end of next year.

Now, of course these accomplishments aren't without sacrifice. We've asked our community to invest a lot. We've asked them to quickly learn about PFAS and why we need them out of our drinking water. We've asked them to support our efforts to permanently remove PFAS in the drinking water. And now we're asking our community to help pay for it.

Our new drinking water facility was in progress before I was the mayor of Wausau and we were informed during that time that our rates would increase – and in those 2018/2019 projections, we were prepared for a 45% increase to pay for the new drinking water plant and major renovations to the wastewater treatment plant. At the time, the Public Service Commission



approved half of that increase, 27.5%, and told the city to come back when the asset was online to reassess the costs.

A lot has happened since that initial rate case, so we worked with professional municipal financial advisors to write the rate case to ensure we were on the right track. However, we now have about \$20 million in extra costs for the GAC system. That means that we're asking our ratepayers to pay more – about a 65% increase. For an average Wausau family, that is about \$18 a month or \$50 a quarter increase. It's a lot to ask of people but we know we're doing the right thing by removing PFAS from our drinking water.

The City is also working on some cost recovery strategies, but we understand that's the long haul and it could take years for us to identify a responsible party or parties or recover costs through negotiations with the manufactures of PFAS. Our ratepayers would benefit right away from some of the pieces of this legislation, should you move forward on this.

I recognize that there are a handful of legislative categories that this bill is targeted at but I'm only going to focus on two: the municipal grant program and DNR authority – and I think they are related. I also want to briefly touch on two other topics mentioned in the bill about biosolids and research related to PFAS migration.

The City of Wausau is pleased to see the municipal grant program. We've tested a lot over the last 18 months and those tests are expensive. We are also relieved to see the grants for municipalities for capital costs or debt service where rates would increase by more than 20% to cover the costs for PFAS remediation.

I do have two questions related to the grant program. I'm hoping that any program you pass, you would make eligible for municipalities like Wausau for reimbursement, since we are already well on our way to fixing our problem. I also understand in some ways why this legislation distributes the grants to municipalities equally, so that every municipality small and large has an opportunity to capture funds, however the scope of the PFAS problems in communities are not distributed equally. Wausau is one of the only municipalities in Wisconsin where every single one of our wells is contaminated with PFAS. We couldn't just turn one well off to dilute the water and we won't be able to only filter some of the water. We must filter it all and the cost is more because of it. I would encourage you to consider a needs-based approach so that municipal leaders who find themselves in similar situations to us are enabled to make the right decisions on behalf of their communities.

And that's why I think it's critical you consider the DNR authority portions of this legislation as well. The DNR has been a vital partner for the City during this situation and they will be crucial as we continue work on identifying a responsible party. It will be important for the City of

Office of the Mayor
Katie Rosenberg



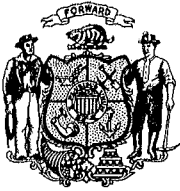
TEL: (715) 261-6800
FAX: (715) 261-6808

Wausau and similarly situated municipalities to have access to the funds to remediate PFAS and we need them to have the staffing to effectively run the program and get the money out the door as quickly as possible.

I'm glad you are discussing the other side of the PFAS problem in addressing some of the issues related to PFAS-contaminated wastewater and biosolids. As you know, Wausau is the county seat of Marathon County and we had great relationships with surrounding farmers who took our treated biosolids to spread on farm fields. I'm glad you're looking into disposal funding but it's important for communities like ours in central Wisconsin to at least consider treating wastewater and biosolids for PFAS so we can continue to work with our farmers on their needs as well.

Lastly, I was excited to see the research component, analyzing PFAS migration into the bay of Green Bay. I would love to see more research into PFAS migration into our Wisconsin bodies of water, particularly the Wisconsin River. I don't have the science but just based on what we're seeing, it looks like the wells that are the most contaminated in Wausau are closest to the Wisconsin River. With or industrial background, that makes sense, but putting the full power of scientific research into knowing more about what's going on here could help us find more answers to our PFAS questions.

Thank you very much for allowing me to speak today.



State of Wisconsin
2023 - 2024 LEGISLATURE

LRB-2936/1
MP/ZW/ES/SWB:skw&cjs

2023 SENATE BILL 312

May 24, 2023 - Introduced by Senators WIMBERGER, COWLES, BALLWEG, CABRAL-GUEVARA, FELZKOWSKI, FEYEN, NASS and QUINN, cosponsored by Representatives MURSAU, SWEARINGEN, BEHNKE, BINSFELD, DITTRICH, DONOVAN, GREEN, KITCHENS, MOSES, O'CONNOR, SNYDER, SPIROS, STEFFEN, SUMMERFIELD and WITTKÉ. Referred to Committee on Natural Resources and Energy.

1 AN ACT *to renumber* 281.58 (8e); *to amend* 281.61 (6) and 281.75 (7) (c) 2. a.;
2 and *to create* 66.0224, 66.0811 (4), 196.03 (7), 196.49 (7), 281.58 (8e) (bm),
3 292.315 and 292.32 of the statutes; **relating to:** programs and requirements
4 to address perfluoroalkyl and polyfluoroalkyl substances.

Analysis by the Legislative Reference Bureau

This bill creates several new programs and requirements relating to PFAS, which is defined in the bill to mean perfluorooctanesulfonic acid (PFOS), perfluorooctanoic acid (PFOA), perfluorohexanesulfonic acid (PFHxS), perfluorononanoic acid (PFNA), perfluoroheptanoic acid (PFHpA), perfluorodecanoic acid (PFDA), and any other perfluoroalkyl or polyfluoroalkyl substance for which a standard has been promulgated under state or federal law.

Municipal PFAS grant program

The bill requires the Department of Natural Resources to create a municipal PFAS grant program to provide all of the following grants:

1. Grants to municipalities (defined under current law as a city, town, village, county, county utility district, town sanitary district, public inland lake protection and rehabilitation district, or metropolitan sewage district), distributed in equal shares, for PFAS testing at municipal water systems and municipal wastewater treatment facilities, or for reimbursement for such testing.

2. Grants to nonmunicipal entities regulated as public water systems, distributed in equal shares up to \$1,800, to test their drinking water supply for PFAS, if required to do so by DNR, or for reimbursement for such testing.

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3. Grants to municipalities to test for PFAS levels at municipally owned or managed locations where PFAS may be present. These grants are not available to municipalities that receive a grant under this program to test for PFAS at municipal water systems and municipal wastewater treatment facilities. These grants require matching funds of up to 20 percent from the applicant.

4. Grants to municipalities to dispose of PFAS-containing biosolids at facilities that accept such biosolids. These grants require matching funds of up to 20 percent from the applicant.

5. Grants for capital costs or debt service, including for facility upgrades or new infrastructure, to municipalities that are small or disadvantaged or in which rates for water or wastewater utilities will increase by more than 20 percent as a direct result of steps taken to address PFAS contamination.

6. Grants to municipalities for capital costs or other costs related to PFAS that are not otherwise paid from the segregated environmental improvement fund, including costs for addressing applicant-owned contaminated lands or costs incurred by fire departments. These grants require matching funds of up to 20 percent from the applicant.

For all of the grants provided under the municipal PFAS grant program, DNR may not require a grant recipient to take any action to address PFAS unless PFAS levels exceed any existing standard under state or federal law or unless state or federal law otherwise allows DNR to require the grant recipient to take action. The bill also prohibits DNR from publicly disclosing the results of any PFAS testing conducted under this grant program unless DNR notifies the grant recipient at least 72 hours before publicly disclosing any test result.

Innocent landowner grant program

The bill also requires DNR to provide grants to persons that own property with PFAS contamination that is not known to be the responsibility of the person. The total amount of grants awarded may not exceed \$250,000 and DNR may require grant recipients to provide matching funds of not more than 20 percent of the grant amount.

Limitations on DNR actions relating to PFAS

Under the bill, DNR may not require the owner of a brownfield property to test for PFAS unless DNR has information that the property previously had a substantial amount of uncontained PFAS. "Brownfield property" is defined to mean abandoned, idle, or underused industrial or commercial facilities or sites, the expansion or redevelopment of which is adversely affected by actual or perceived environmental contamination.

Under the bill, DNR may not prevent, delay, or otherwise impede any development project or project of public works based on a presence of PFAS contamination unless DNR determines that 1) the project poses a measurable risk to public health or welfare, 2) there is a substantial risk that the project would lead to worsening environmental conditions, or 3) the entity proposing to complete the project is, as a result of negligence, responsible for the original contamination. "Public works" is defined to mean the physical structures and facilities developed or acquired by a local unit of government or a federally recognized American Indian

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tribe or band in this state to provide services and functions for the benefit and use of the public, including water, sewerage, waste disposal, utilities, and transportation.

In addition, under the bill, when testing for PFAS, DNR may not collect samples from lands not owned by the state without written permission from the landowner to collect samples, to test those samples, and to publicly disclose the results of that testing. DNR also may not publicly disclose such PFAS testing results unless it notifies the landowner of the test results at least 72 hours before publicly disclosing them. In addition, DNR may not take any enforcement action against a landowner based on the results of any PFAS testing conducted on samples taken from lands not owned by the state unless PFAS levels exceed any applicable limit under state or federal law or another applicable state or federal law requires DNR to take enforcement action. In addition, DNR must respond to requests from any person to conduct PFAS testing on samples taken from the person's property if funds are available to do so, if there is a reasonable belief that PFAS contamination may be present on the property, and if existing information such as public water supply testing data is not available.

The bill also requires DNR, in the 2023-25 fiscal biennium, to increase its PFAS testing activities.

Fire fighting foam

The bill requires DNR to survey or resurvey local fire departments about their use and possession of PFAS-containing fire fighting foam, send communications and information, and contract with a third party to collect PFAS-containing firefighting foam.

Well compensation grant program

Under current law, an individual owner or renter of a contaminated private well, subject to eligibility requirements, may apply for a grant from DNR to cover a portion of the costs to treat the water, reconstruct the well, construct a new well, connect to a public water supply, or fill and seal the well. The bill provides that a grant for costs to treat the water may be used to cover the cost of a filtration device and up to two replacement filters.

Portable water treatment system pilot project

The bill requires DNR to contract with an entity to conduct a pilot project in which PFAS-contaminated surface water is partially or fully diverted to a portable treatment system and treated water is returned to the surface water. DNR and the entity must conduct tests to evaluate the success of the pilot project.

Remedial action at sites contaminated by PFAS

The bill requires DNR to begin response and remedial actions at any PFAS-contaminated site where a responsible party has not been identified or the responsible party is unable to pay for remediation.

Reduction of PFAS testing costs

The bill requires DNR and the Board of Regents of the University of Wisconsin System to enter into a memorandum of understanding to ensure that the state laboratory of hygiene reduces the costs of conducting testing for PFAS by at least 10

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percent within two years. The bill requires the state laboratory of hygiene to prepare a report on its efforts to reduce the cost of PFAS testing and the timeline for receiving testing results.

PFAS studies and reporting

The bill requires DNR and the Board of Regents of the University of Wisconsin System to enter into a memorandum of understanding to 1) study and analyze the cost, feasibility, and effectiveness of different methods of treating PFAS before they are released into a water system or water body; 2) conduct a cost-benefit analysis of different options for disposing of biosolids or sludge that contains or may contain PFAS; 3) study and analyze the cost, feasibility, and effectiveness of different destruction and disposal methods for PFAS; 4) study and analyze the migration of PFAS into the bay of Green Bay; and 5) create a comprehensive, interactive map showing all available PFAS testing data and, for each data point, whether it exceeds any applicable state or federal standard for PFAS. Such data may not contain any personally identifiable information unless the entity to which the data applies is required to test and disclose its results under state or federal law.

DNR reporting requirements

The bill requires DNR to report to the legislature once every six months for a period of three-years to provide a detailed description of DNR's expenditures under the bill and a detailed description of DNR's progress in implementing the provisions of the bill.

Clean water fund program and safe drinking water loan program

Under current law, the Department of Administration and DNR administer the Safe Drinking Water Loan Program (SDWLP), which provides financial assistance to municipalities, and to the private owners of community water systems that serve municipalities, for projects that will help the municipalities comply with federal drinking water standards. DNR establishes a funding priority list for SDWLP projects, and DOA allocates funding for those projects. Also under current law, DNR administers the Clean Water Fund Program (CWFP), which provides financial assistance to municipalities for projects to control water pollution, such as sewage treatment plants.

Under the bill, if DNR, when ranking SDWLP or CWFP projects or determining an applicant's eligibility for assistance under those programs, considers whether an applicant that intends to extend service outside of municipal boundaries because of water contamination is "small" or "disadvantaged," DNR must determine the applicant to be small or disadvantaged if the area receiving the extended service would normally be determined to be small or disadvantaged, regardless of whether the existing service area would normally be determined to be small or disadvantaged.

Public water utility projects

Under current law, a public utility may not engage in certain construction, expansion, or other projects unless the Public Service Commission grants a certificate of authority (CA) for the proposed project. Under the bill, if a water public utility or a combined water and sewer public utility (water utility) fails to obtain a

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CA before commencing a project for which one is required, PSC may not investigate, impose a penalty against, or bring an action to enjoin the water utility if 1) the water utility undertook the project in response to a public health concern caused by PFAS or an emerging contaminant, the presence of which was unknown to the water utility until shortly before it commenced the project, and, if there is an applicable state or federal standard for the contaminant, the contaminant exceeded or was close to exceeding that standard; 2) the water utility submits the appropriate application and supporting documentation to PSC no later than six months after commencing the project; and 3) the total cost of the project is not greater than \$2,000,000 or 50 percent of the utility's operating expenses for the previous year, whichever is less.

Under current law, a water utility may not change the rates that it charges to customers without first applying to PSC for approval of the change. This bill requires PSC to authorize a separate rate class of customers if requested by a water utility under certain circumstances. Specifically, the bill requires this authorization with respect to those customers to whom water or combined water and sewer utility service was extended outside of the water utility's service territory in response to a public health concern caused by contamination. Under the bill, PSC must authorize higher rates for this class of customers for the purpose of financing the extension of service. The bill requires PSC to allow the class to remain in effect for 10 years or for the duration of any financing authorized to fund the extension of service, whichever is longer.

Limitations on annexation and use of revenue for PFAS source reduction measures

Under the bill, no city or village may annex territory for which water or sewerage services have been extended beyond the city's or village's municipal boundaries due to an immediate public health concern from an emerging contaminant for at least three years following the completion of the extension of services unless two-thirds of the qualified electors residing in the affected territory vote to approve the annexation.

The bill also authorizes a municipal public utility or metropolitan sewerage district to use revenues from its water or sewerage services for up to half of the cost of pretreatment or other PFAS source reduction measures for an interconnected customer or other regular customer if the costs incurred are less than the costs of the upgrades otherwise required at the endpoint treatment facility and if the costs are approved by the governing body of the municipality or the metropolitan sewerage district.

The people of the state of Wisconsin, represented in senate and assembly, do enact as follows:

66.0224 Annexation of territory for which water or wastewater service is extended. Notwithstanding ss. 66.0217, 66.0219, 66.0221, and 66.0223, no territory for which water or sewerage services have been extended beyond a city's or village's municipal boundaries due to an immediate public health concern from an emerging contaminant may be annexed by the city or village that extended services for a period of 3 years following the completion of the extension project unless a number of qualified electors residing in the territory for which services have been extended and subject to the proposed annexation equal to at least two-thirds of the votes cast for governor in the territory at the last gubernatorial election vote to approve the annexation.

SECTION 2. 66.0811 (4) of the statutes is created to read:

66.0811 (4) Notwithstanding subs. (2) and (3) and s. 66.0901 (11), a municipal public utility or a metropolitan sewerage district created under ss. 200.21 to 200.65 may use funds derived from its water or sewerage services for up to half of the cost of pretreatment or other perfluoroalkyl and polyfluoroalkyl substances source reduction measures for an interconnected customer or other regular customer if the costs incurred are less than the costs of the upgrades otherwise required at the endpoint treatment facility and if the costs are approved by the governing body of the municipality or the metropolitan sewerage district.

SECTION 3. 196.03 (7) of the statutes is created to read:

196.03 (7) At the request of a water public utility or combined water and sewer public utility, the commission shall authorize a separate rate class of customers for those customers to whom water or combined water and sewer utility service was extended outside of the public utility's service territory in response to a public health concern caused by contamination. The commission shall authorize higher rates for

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1 a class of customers authorized under this subsection than for other classes for the
2 purpose of financing the extension of service to these customers. The commission
3 shall allow the class of customers to remain in effect for 10 years or for the duration
4 of any financing authorized to fund the extension of service to these customers,
5 whichever is longer.

6 **SECTION 4.** 196.49 (7) of the statutes is created to read:

7 196.49 (7) With respect to a water public utility or a combined water and sewer
8 public utility, the commission may not investigate, impose a penalty against, or bring
9 an action to enjoin the utility for failing to obtain a certificate of authority before
10 commencing a project for which one is required under this section if all of the
11 following apply:

12 (a) The public utility undertook the project in response to a public health
13 concern caused by an emerging contaminant or by PFAS, as defined in s. 292.315 (1),
14 the presence of which was unknown to the public utility until shortly before it
15 commenced the project, and, if in response to a contaminant for which there is an
16 applicable state or federal standard, the contaminant exceeded or was close to
17 exceeding that standard.

18 (b) The public utility submits the appropriate application and supporting
19 documentation to the commission no later than 6 months after the project was
20 commenced.

21 (c) The total cost of the project is not greater than \$2,000,000 or 50 percent of
22 the public utility's reported total operating expenses for the previous year, whichever
23 is less.

24 **SECTION 5.** 281.58 (8e) of the statutes is renumbered 281.58 (8e) (am).

25 **SECTION 6.** 281.58 (8e) (bm) of the statutes is created to read:

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SECTION 6

1 281.58 (8e) (bm) If the department, when ranking projects under this
2 subsection or determining an applicant's eligibility for assistance under this section,
3 considers whether an applicant that intends to extend service outside of the
4 boundaries of a municipality because of water contamination is small or
5 disadvantaged, the department shall, to the extent allowable under federal law,
6 determine the applicant to be small or disadvantaged if the area receiving the
7 extended service would normally be determined to be small or disadvantaged,
8 regardless of whether the existing service area would normally be determined to be
9 small or disadvantaged.

10 **SECTION 7.** 281.61 (6) of the statutes is amended to read:

11 281.61 (6) PRIORITY LIST. The department shall establish a priority list that
12 ranks each safe drinking water loan program project. The department shall
13 promulgate rules for determining project rankings that, to the extent possible, give
14 priority to projects that address the most serious risks to human health, that are
15 necessary to ensure compliance with the Safe Drinking Water Act, 42 USC 300f to
16 300j-26, and that assist applicants that are most in need on a per household basis,
17 according to affordability criteria specified in the rules. For the purpose of ranking
18 projects under this subsection, the department shall treat a project to upgrade a
19 public water system to provide continuous disinfection of the water that it distributes
20 as if the public water system were a surface water system that federal law requires
21 to provide continuous disinfection. If the department, when ranking projects under
22 this subsection or determining an applicant's eligibility for assistance under this
23 section, considers whether an applicant that intends to extend service outside of the
24 boundaries of a local governmental unit because of water contamination is small or
25 disadvantaged, the department shall, to the extent allowable under federal law,

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1 determine the applicant to be small or disadvantaged if the area receiving the
2 extended service would normally be determined to be small or disadvantaged,
3 regardless of whether the existing service area would normally be determined to be
4 small or disadvantaged.

5 **SECTION 8.** 281.75 (7) (c) 2. a. of the statutes is amended to read:

6 281.75 (7) (c) 2. a. Equipment used for treating the water, including a filtration
7 device and up to 2 replacement filters;

8 **SECTION 9.** 292.315 of the statutes is created to read:

9 **292.315 Municipal PFAS grant program.** (1) **DEFINITION.** In this section,
10 “PFAS” means perfluorooctanesulfonic acid (PFOS), perfluorooctanoic acid (PFOA),
11 perfluorohexanesulfonic acid (PFHxS), perfluorononanoic acid (PFNA),
12 perfluoroheptanoic acid (PFHpA), perfluorodecanoic acid (PFDA), and any other
13 perfluoroalkyl or polyfluoroalkyl substance for which a standard has been
14 promulgated under state or federal law.

15 (2) **GRANTS.** The department shall provide all of the following grants:

16 (a) Grants, provided in equal shares, to municipalities to test for PFAS levels
17 at municipal water systems and municipal wastewater treatment facilities, or to
18 reimburse municipalities for PFAS testing performed after applicable standards for
19 the chemical being tested have been promulgated. The department may not require
20 the recipient of a grant under this paragraph to submit an application for a grant or
21 provide any matching funds.

22 (b) Grants, provided in equal shares not to exceed \$1,800, to entities that are
23 not municipalities and that are regulated as public water systems for the entity to
24 test its drinking water supply for PFAS if required to do so by the department, or for
25 reimbursement to the entity for PFAS testing performed after applicable standards

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1 for the chemical being tested have been promulgated. An entity that is not a
2 municipality may apply to the department one time for a grant under this paragraph,
3 by a deadline set by the department. The department may not require the recipient
4 of a grant under this paragraph to provide any matching funds.

5 (c) Grants to municipalities to test for PFAS levels at locations that are owned
6 or managed by a municipality and where PFAS may be present, including airports,
7 water systems, wastewater treatment facilities, or contaminated lands. The
8 department may not provide a grant under this paragraph to test for PFAS in a water
9 system or wastewater treatment facility if the applicant has received a grant under
10 par. (a), unless the applicant demonstrates that it has used all of the grant funds
11 provided to it under par. (a). The department shall accept applications for grants and
12 provide grants under this paragraph on a rolling basis. The department may not
13 require the recipient of a grant under this paragraph to provide matching funds in
14 an amount greater than 20 percent of the amount of the grant.

15 (d) Grants to municipalities to dispose of PFAS-containing biosolids at
16 facilities that accept such biosolids. The department may not require the recipient
17 of a grant under this paragraph to provide matching funds in an amount greater than
18 20 percent of the amount of the grant.

19 (e) Grants for capital costs or debt service, including for facility upgrades or
20 new infrastructure, to municipalities that are small or disadvantaged or in which
21 rates for water or wastewater utilities will increase by more than 20 percent as a
22 direct result of steps taken to address PFAS contamination. A grant provided under
23 this paragraph may not exceed 50 percent of the municipality's capital or debt service
24 costs. The department shall accept applications for grants and provide grants under
25 this paragraph on a rolling basis.

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(f) Grants to municipalities for capital costs or other costs related to PFAS that are not otherwise paid from the environmental improvement fund, including costs for addressing applicant-owned contaminated lands or costs incurred by fire departments, including to replace PFAS-containing fire fighting foam. The department may not require the recipient of a grant under this paragraph to provide matching funds in an amount greater than 20 percent of the amount of the grant. The department shall accept applications for grants and provide grants under this paragraph on a rolling basis.

(3) LIMITATIONS. (a) The department may not require the recipient of a grant under sub. (2) to take action to address PFAS contamination unless testing determines that PFAS levels exceed any applicable limit under state or federal law or unless another applicable state or federal law allows the department to require the grant recipient to take action.

(b) The department may not publicly disclose the results of any PFAS testing conducted under this section unless the department notifies the grant recipient at least 72 hours before publicly disclosing any test result.

SECTION 10. 292.32 of the statutes is created to read:

292.32 Limitations on department actions relating to PFAS. (1)

DEFINITIONS. In this section:

(a) "Brownfield property" means abandoned, idle, or underused industrial or commercial facilities or sites, the expansion or redevelopment of which is adversely affected by actual or perceived environmental contamination.

(b) "PFAS" has the meaning given in s. 292.315 (1).

(c) "Public works" means the physical structures and facilities developed or acquired by a local unit of government or a federally recognized American Indian

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1 tribe or band in this state to provide services and functions for the benefit and use
2 of the public, including water, sewerage, waste disposal, utilities, and
3 transportation.

4 (2) BROWNFIELDS. The department may not require the owner of a brownfield
5 property to conduct testing for the presence of PFAS unless the department has
6 information that reasonably supports the belief that the property previously had a
7 substantial amount of uncontained PFAS.

8 (3) CONSTRUCTION PROJECTS. The department may not prevent, delay, or
9 otherwise impede any construction project or project of public works on the basis of
10 a presence of PFAS contamination unless the department determines any of the
11 following:

12 (a) The project poses a measurable risk to public health or welfare.

13 (b) There is a substantial risk that the project would lead to worsening
14 environmental conditions.

15 (c) The entity proposing to complete the project is, as a result of negligence,
16 responsible for the original contamination.

17 (4) PFAS TESTING. In conducting testing for PFAS, the department shall comply
18 with all of the following:

19 (a) The department may not collect samples from lands not owned by the state
20 without written permission from the landowner to collect samples, to test those
21 samples, and to publicly disclose the results of that testing.

22 (b) The department may not publicly disclose the results of any PFAS testing
23 conducted on samples taken from lands not owned by the state unless the
24 department notifies the landowner of the test results at least 72 hours before publicly
25 disclosing the test results.

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1 (c) The department may not take any enforcement action based on the results
2 of any PFAS testing conducted on samples taken from lands not owned by the state
3 unless that testing determines that PFAS levels exceed any applicable limit under
4 state or federal law or another applicable state or federal law requires the
5 department to take enforcement action against the landowner.

6 (d) The department shall respond to requests from any person to conduct PFAS
7 testing on samples taken from the person's property if funds are available to do so,
8 if there is a reasonable belief that PFAS contamination may be present on the
9 property, and if existing information such as public water supply testing data is not
10 available.

11 **SECTION 11. Nonstatutory provisions.**

12 (1) PORTABLE TREATMENT SYSTEM PILOT. The department of natural resources
13 shall contract with an entity to conduct a pilot project in which surface water is
14 partially or fully diverted to a portable treatment system and treated water is
15 returned to the surface water. Project activities under this subsection shall be
16 conducted at locations with surface water with the highest concentration of
17 perfluoroalkyl or polyfluoroalkyl substances and where a responsible party has not
18 been identified or the responsible party is unable to pay for remediation. The
19 department of natural resources and the entity contracted under this subsection
20 shall evaluate the success of the pilot project by conducting tests upstream and
21 downstream of the locations where the portable treatment system is used.

22 (2) REMEDIAL ACTION AT SITES CONTAMINATED BY PFAS. The department of
23 natural resources shall begin response and remedial actions at any site
24 contaminated by perfluoroalkyl or polyfluoroalkyl substances where a responsible

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1 party has not been identified or the responsible party is unable to pay for
2 remediation.

3 (3) PFAS TESTING COST REDUCTION. The department of natural resources and the
4 Board of Regents of the University of Wisconsin System shall enter into a
5 memorandum of understanding to jointly ensure that the state laboratory of hygiene
6 reduces the costs of conducting testing for perfluoroalkyl or polyfluoroalkyl
7 substances by at least 10 percent on or before the first day of the 25th month after
8 the effective date of this subsection. The state laboratory of hygiene shall prepare
9 a report on its efforts to reduce the cost of testing for perfluoroalkyl or polyfluoroalkyl
10 substances and the timeline for receiving testing results. The state laboratory of
11 hygiene shall deliver the report required under this subsection to the joint committee
12 on finance and the standing committees with jurisdiction over natural resources and
13 the environment no later than August 31, 2025.

14 (4) INNOCENT LANDOWNER GRANT PROGRAM. The department of natural resources
15 shall provide a grant to any person who owns property that is contaminated by
16 perfluoroalkyl or polyfluoroalkyl substances and the person has not been identified
17 as the responsible party for the contamination. Grants under this subsection may
18 be used to cover costs associated with additional testing; **environmental studies**;
19 engineering reports; clean drinking water supplies, including temporary potable
20 water, filtration, or well replacement; remediation costs; legal fees; and any other
21 cost resulting from land spreading of contaminated biosolids by other parties,
22 detection of groundwater contamination, or other contamination events affecting the
23 property. The department of natural resources shall accept applications for grants
24 and award grants under this subsection on an ongoing basis. Grants awarded under
25 this subsection may not exceed \$250,000. The department of natural resources may

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1 require the recipient of a grant under this subsection to provide matching funds in
2 an amount greater than 20 percent of the amount of the grant.

3 (5) PFAS STUDIES AND REPORTING. (a) In this subsection, "PFAS" means
4 perfluorooctanesulfonic acid (PFOS), perfluorooctanoic acid (PFOA),
5 perfluorohexanesulfonic acid (PFHxS), perfluorononanoic acid (PFNA),
6 perfluoroheptanoic acid (PFHpA), perfluorodecanoic acid (PFDA), and any other
7 perfluoroalkyl or polyfluoroalkyl substance for which a standard has been
8 promulgated under state or federal law.

9 (b) The department of natural resources and the Board of Regents of the
10 University of Wisconsin System shall enter into a memorandum of understanding
11 to jointly do all of the following, with the assistance of other University of Wisconsin
12 institutions, the department of natural resources, other relevant state agencies,
13 county land and water conservation departments, and other local 3rd parties, if
14 available:

15 1. Study and analyze the cost, feasibility, and effectiveness of different methods
16 of treating PFAS before they are released into a water system or water body.

17 2. Conduct a cost-benefit analysis of different options for disposing of biosolids
18 or sludge that contains or may contain PFAS.

19 3. Study and analyze the cost, feasibility, and effectiveness of different
20 destruction and disposal methods for PFAS.

21 4. Study and analyze the migration of PFAS into the bay of Green Bay,
22 including where the PFAS are entering the bay and what effects PFAS may have in
23 the bay.

24 5. Create a comprehensive, interactive map showing all available PFAS testing
25 data and whether each data point on the map exceeds any applicable state or federal

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1 standard for PFAS. Such data may not contain any personally identifiable
2 information unless the entity to which the data applies is required to test and
3 disclose its results under state or federal law.

4 (c) The Board of Regents of the University of Wisconsin System shall require
5 the University of Wisconsin-Madison division of extension to provide the map and
6 reports on the studies required under this subsection to the joint committee on
7 finance and the standing committees with jurisdiction over natural resources and
8 the environment no later than 2 years after the effective date of this paragraph.

9 (6) REPORTS TO LEGISLATURE ON PROGRESS UNDER THIS ACT. For a period of 3 years
10 after the effective date of this subsection, the department of natural resources shall,
11 every 6 months, submit a report to the join committee on finance and the to the
12 standing committees with jurisdiction over natural resources and the environment.
13 The first report under this subsection shall be submitted no later than 6 months after
14 the effective date of this subsection. The report shall include a detailed description
15 of the department's expenditures under this act and a detailed description of the
16 department's progress in implementing the provisions of this act.

17 (7) PFAS TESTING. In the 2023-25 fiscal biennium, the department of natural
18 resources shall conduct additional PFAS testing activities.

19 (8) FIRE FIGHTING FOAM. The department of natural resources shall survey or
20 resurvey local fire departments about their use and possession of PFAS-containing
21 fire fighting foam, send communications and information regarding such foam, and
22 contract with a 3rd party to collect such foam.

23 (END)