*** All present are expected to conduct themselves in accordance with our City's Core Values ***

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, July 11, 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

Presentation: **Update on mall redevelopment/Foundry on 3rd LLC (Ghidorzi, Eckmann, Patterson)**

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

File #	CMT	Consent Agenda	ACT
23-0501	COUN	Minutes of a previous meeting. (5/23/2023)	Place on file
23-0601	COUN	Minutes of the previous meeting. (6/13/2023)	Place on file
23-0705	CISM	Ordinance Amending Section 10.20.080(a) designating no parking on both sides of South 8th Avenue between Stewart Avenue and Callon Street	Approved 5-0
23-0704	CISM & PLAN	Joint Resolution Approving conveyance of existing two-foot driveway encroachment on 214 Wyatt Street to owner at 220 Wyatt St. (Luke Stenberg)	Approved 5-0 Approved 7-0
23-0707	FIN	Resolution Authorizing the submittal of a Wisconsin Elections Commission subgrant application to help offset costs to purchase redesigned absentee ballot envelope	Approved 5-0
08-0917	FIN	Resolution Approving Parking Lot Lease with JSAF I, LLC – 610 and 614 N. 1st Street	Approved 5-0
12-0219	HR	Resolution Approving Amendment to the Employee Handbook Section 8.06 – Use of Sick Leave	Approved 5-0
23-0108	PH&S	Resolution Approving or Denying Various Licenses as Indicated	Approved 5-0

File #	CMT	Resolutions and Ordinances	ACT
23-0703		Mayor's Appointments	
23-0711	FIN	Resolution Authorizing the Issuance and Establishing Parameters for the Sale of not to Exceed $11,170,000 General Obligation Promissory Notes, Series 2023B	Approved 5-0
23-0712	FIN	Resolution Authorizing the Issuance and Establishing Parameters for the Sale of not to Exceed $1,280,000 Taxable General Obligation Promissory Notes, Series 2023C	Approved 4-1
23-0405	CISM	Resolution Approving 2023 Alley Pavement Project and Authorization to Let Bids	Failed 0-5
22-0709	ED	Resolution Approving the request of Asch Properties, LLC (Infused) at 180 E. Wausau Ave., to extend one-year occupancy deadline and modify project plan	Approved 5-0
23-0708	ED	Resolution Approving Authorization to transfer 703 Fulton Street to Wausau Community Development Authority	Approved 5-0
23-0709	ED	Resolution Approving Authorization to subordinate the City's loan with Nidus Holding Company, LLC to Abby Bank and SBA	Approved 5-0
98-0412	ED & FIN	Joint Resolution Approving First Amendment to Development Agreement and Second Amendment to Master Ground Lease between City of Wausau and Federal Building Redevelopment Limited Partnership for Federal Building Lofts at 317 North First Street, to allow for an additional loan from City and related TID #3 budget modification	Approved 4-0 Approved 5-0
22-1109	FIN	Resolution Approving 2023 Budget Modifications – Washington Street Sewer Siphon Project	Approved 5-0
22-1109A	FIN	Resolution Approving 2023 Budget Modifications – Ambulance purchase	Approved 5-0
23-0706	PLAN	Resolution Amending the General Development Plan at 315, 319 & 325 North 1st Avenue to allow for transitional housing for at least 39 men and 20 women and commercial kitchen and facility to feed up to 120 people in a PUD, Planned Unit Development Zoning District.	Approved 7-0
		Suspend Rule 6(B) Filing and 12(A) Referral of Resolutions (2/3 vote required)	
23-0710	COUN	Resolution Authorizing the acquisition of two used buses from the City of Waukesha for $5,000	Pending
23-0713	COUN	Resolution Authorizing the acquisition of three used buses from the Duluth Transit Authority for $0	Pending
22-1109B	FIN	Resolution Approving 2023 Budget Modification – for the Purchase of a Transit Snowplow and Minivan	Pending
22-1109C	FIN	Resolution Approving Transit Facility Study Local Funding Commitment	Pending
23-0714	FIN	Resolution Authorizing application to the Wisconsin Department of Natural Resources ("DNR") Wisconsin Assessment Monies (WAM) program for the property at 110-118-120-126-130-134-138-140-146-206-212-226-230-237-241-249 E Thomas St ("Property") by the City of Wausau.	Pending

Public Comment & Suggestions

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 7/07/23 @ 4:00 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.

OFFICIAL PROCEEDINGS OF THE WAUSAU COMMON COUNCIL
held on Tuesday, May 23, 2023 in Council Chambers, beginning at 6:30 p.m.,
Mayor Katie Rosenberg presiding.

Roll Call 5/23/2023

Roll Call indicated 11 members present.

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

Presentations:

Presentations can be viewed on YouTube at: https://www.youtube.com/watch?v=QEfzivT27XE

Sustainability, Energy & Environment Committee Award to Good New Project by Alder Lukens

Carol Lukens recognized the Good New Project for their environmental education programs, as well as their resource conservation, preservation, and stewardship. She pointed out they are the only comprehensive recycling center in Marathon County. The award was accepted by Rouleen Gartner, Volunteer Coordinator of the Good News Project.

PFAS Cost Recovery Program – Napoli Shkolnik, PLLC, Stephen Acquario, Of CounsPow

http://wausau-wi.cablecast.tv/CablecastPublicSite/show/1083?site=2

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

1) Josh Dirks, 911 N 9th Ave, spoke regarding his concerns of an individual who has been making anti-Semitic hate speeches on The 400 Block band shell stage and the disrupting downtown peace.

Consent Agenda 5/23/2023

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

Mayor Rosenberg indicated she was pulling file # 23-0509 from the Consent Agenda for separate discussion/vote.

23-0501 Minutes of previous meeting (05/09/23)

23-0508 Resolution of the Capital Improvements & Street Maintenance Committee Approving Agreement for the Management and Maintenance of a Storm water Facility (Wausau School District - 1200 West Wausau Ave)

23-0510 Resolution of the Capital Improvements & Street Maintenance Committee Approving Agreement for the Management and Maintenance of a Storm water Facility (Wausau School District - 1400 and 1402 Stewart Avenue)

23-0511 Resolution of the Capital Improvements & Street Maintenance Committee Approving Agreement for the Management and Maintenance of a Storm water Facility (2600 Stewart Avenue LLC and 2606 Stewart Avenue LLC - 2600 Stewart Avenue and 2606 Stewart Avenue)

23-0512 Joint Resolution of the Capital Improvements & Street Maintenance Committee and the Plan Commission Accepting dedication of right-of-way for Wegner Street at 1705 Wegner Street. Adopted 11-0.

Yes Votes: 11 No Votes: 0 Result: PASS

23-0509 5/23/2023

Motion by Henke, second by Watson to adopt the Resolution of the Capital Improvements & Street Maintenance Committee Approving Agreement for the Management and Maintenance of a Storm Water Facility (Wausau School District - 2607 North 18th Street).

Carol Lukens indicated she requested this to be discussed separately because she had concerns about PFAS and other substance hazards with the artificial turf fields being installed at Wausau East High School. Lisa Rasmussen noted the Council didn't have control over the installation of the artificial turf, which was a decision of the Wausau School District. *Discussion followed.*

Yes Votes: 9 No Votes: 2 Abstain: 0 Not Voting: 0 Result: PASS

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

23-0503 5/23/2023

Motion by Watson, second by Henke to confirm the Mayor's Appointments to the Airport Committee, Citizens Advisory Committee – CDBG, and the Historic Preservation Commission.

Yes Votes: 11 No Votes: 0 Result: PASS

23- 0513 5/23/2023

Motion by Watson, second by Lukens to adopt the Joint Resolution of the Capital Improvements & Street Maintenance Committee and the Plan Commission Authorizing Sale of City-Owned Property at 1515 Curling Way.

Yes Votes: 11 No Votes: 0 Result: PASS

21-1204 5/23/2023

Motion by Rasmussen, second by Watson to adopt the Resolution of the Finance Committee Approving the Second Amendment to the Planning Option with Gorman & Company, LLC for the redevelopment of the former Westside Battery and L&S Printing properties at 415 S. 1st Avenue.

Tom Kilian questioned if the main change was the on the price of $1 for the land. Liz Brodek confirmed there were two changes and the main one was the sale price from $100,000 to $1. She stated in conjunction with that is the commitment from Gorman & Company to pay the demolition and tipping fees in exchange. She further explained that now that they won their WEDA tax credits there is a second round of Affordable Housing Program Tax Credits administered by the Home Loan Band of Chicago, which provides the ability to save $1 million in construction costs. The city is agreeing to the purchase price of $1 to save $1 million.

Kilian commented that while he highly supported this project and understood the stated rationale from other's perspectives, he would not support to return of city-owned land for $1 unless its an exceptional case where that benevolence is truly passed on. Rasmussen pointed out this for a low-income housing initiative and felt they should do whatever we can to move it forward.

Doug Diny questioned what the cost of demolition and tipping fees were and if it was a fair trade. Brodek estimated it would be a little less than $100,000, but she wasn't sure, and it depends on the timeline which they did not currently have.

Yes Votes: 9 No Votes: 2 Abstain: 0 Not Voting: 0 Result: PASS

District	Alderperson	Vote
1	Lukens, Carol	YES
2	Martens, Michael	YES
3	Kilian, Tom	NO

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

21-1109 5/23/2023

Motion by Watson, second by Herbst to adopt the Resolution of the Finance Committee Approving Modification of the 2023 Budget - Capital Project Funds for projects in process and other obligations.

Yes Votes: 11 No Votes: 0 Result: PASS

22-1109 5/23/2023

Motion by Herbst, second by Watson to adopt the Resolution of the Finance Committee Approving 2023 Budget Modifications - Work Camps.

Yes Votes: 11 No Votes: 0 Result: PASS

22-1109A 5/23/2023

Motion by Lukens, second by Martens to adopt the Resolution of the Finance Committee Approving and Adopting the Budget for American Rescue Plan Coronavirus State and Local Fiscal Recovery Fund Funded Projects - West Wausau Tower Backup Power Supply.

Yes Votes: 11 No Votes: 0 Result: PASS

Closed Session 5/23/2023

Motion by Rasmussen, second by Watson to convene into Closed Session pursuant to Wis. Stat. Section19.85 (1)(g), Wis. Stats. for the purpose of conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved, relating to recovery of costs for PFAS contamination. Roll Call Vote carried unanimously.

Roll Call Vote

Yes Votes: 11 No Votes: 0 Abstain: 0 Not Voting: 0 Result: PASS

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

Reconvened into Open Session to take action on Closed Session item.

23-0514 5/23/2023

Motion by Lukens, second by McElhaney to adopt the Resolution of the Common Council Authorizing engagement of Napoli Shkolnik, PLLC to represent the interests of the City of Wausau, in any legal proceeding, on a contingent fee basis, and to do all things necessary in that representation to seek to recover from the responsible parties, the costs to the City associated with the remediation of PFAS.

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

**Chad Henke had exited the meeting before Closed Session and the vote.*

Adjourn 5/23/2023

Motion by Watson, second by Larson to adjourn the meeting. Motion carried unanimously. Meeting adjourned 8:43 pm.

Katie Rosenberg, Mayor
Kaitlyn Bernarde, City Clerk

OFFICIAL PROCEEDINGS OF THE WAUSAU COMMON COUNCIL
held on Tuesday, June 13, 2023 in Council Chambers, beginning at 6:30 p.m.,
Mayor Katie Rosenberg presiding.

Roll Call 6/13/2023

Roll Call indicated 10 members present.

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

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

1) Richard LeClair, 513 Stark St, spoke in strong opposition to rezoning 519 Start Street (Item 23-0609) at the Funeral Home parking lot and spoke about the issues with the delivery vehicles using the alley.

Committee Reports:

Board of Public Works - Insurance Claims - January 2023 - March 2023. (*Placed on file*.)

Consent Agenda 6/13/2023

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

23-0501 Minutes of previous meeting (05/23/23)

23-0604 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.

23-0605 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.

23-0606 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

23-0627 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.

23-0628 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.

23-0629 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).

08-0710 Resolution of the Finance Committee Approving Amendment to Parking Lot Lease with Compass Block 15 LLC.

23-0625 Resolution of the Plan Commission Approving Preliminary Plat for the Stetting Acres (Town of Stettin, 145100-145900 Stettin Drive).

23-0108 Resolution of the Public Health & Safety Committee Approving or Denying Various Licenses as Indicated.

23-0607 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.

23-0608 Ordinance of the Public Health & Safety Committee Creating Section 12.44.055 Block parties.

13-0309 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)

23-0617 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.

23-0618 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.

23-0619 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.
23-0620 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.

23-0621 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.

23-0622 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 Year2024.

23-0623 Resolution Declaring Official Intent to Reimburse Expenditures from the Safe Drinking Water Revolving Loan Program to Construct Watermain Looping on Westside in Year 2024.

23-0624 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 Stetting Dr. to Brockmeyer Park in Year 2024.

03-0311 Resolution of the Wausau Water Works Commission Reviewing the 2022 Compliance Maintenance Annual Report for the Wastewater Plant.

Yes Votes: 9 No Votes: 1 Not Voting: 1 Result: PASS (*Kilian was the dissenting vote*.)

23-0603 6/13/2023

Motion by Watson, second by Henke to confirm the Mayor's Appointments to the CIP Committee and the Community Development Authority.

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

22-1104 6/13/2023

Motion by Watson, second by Henke to adopt the 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.

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

23-0623 6/13/2023

Motion by Rasmussen, second by Watson Henke to adopt the Resolution of the Economic Development Committee Approving authorization to sell 1408 Bissel Street.

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

23-0610 6/13/2023

Motion by Watson, second by Herbst to adopt the Joint Resolution of the Human Resources Committee and the Finance Committee Eliminating 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).

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

23-0611 6/13/2023

Motion by Diny, second by Herbst to adopt the Joint Resolution of the Human Resources Committee and the Finance Committee Approving the reclassification of Transit Operations Manager to Deputy Transit Director.

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

23-0612 6/13/2023

Motion by Herbst, second by Henke to adopt the Joint Resolution of the Human Resources Committee and the Finance Committee Approving the reclassification of Admin IV DPW to Office Manager.

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

23-0613 6/13/2023

Motion by Diny, second by Watson to adopt the Joint Resolution of the Human Resources Committee and the Finance Committee Approving the reclassification of Admin III in fire to Administrative Analyst.

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

23-0614 6/13/2023

Motion by Herbst, second by Watson to adopt the Joint Resolution of the Human Resources Committee and the Finance Committee Approving the reclassification of Occupancy Specialist CDA from Grade 20 to Grade 19.

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

23-0615 6/13/2023

Motion by Herbst, second by Henke to adopt the Joint Resolution of the Human Resources Committee and the Finance Committee Approving the reclassification of Admin I to Admin II in CDA.

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

26-0616 6/13/2023

Motion by Watson, second by Herbst to adopt the Joint Resolution of the Human Resources Committee and the Finance Committee Approving the reclassification of Admin I to Assessment Tech.

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

23-0609 Refer Back 6/13/2023

Motion by Gisselman, second by Martens to refer the 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. – back to the Plan Commission.

Lisa Rasmussen stated she had some concerns about alley access from commercial vehicles, as well as commercial truck travel and heavy truck traffic through residential streets that are not built for that type of load. She did not think a business should funnel traffic down a residential alley which is made to be low traffic and low speed and typically unpaved.

Doug Diny stated this specific alley is paved, which lends to the appearance of being more of a thru-way. He agreed it is a legitimate concern that these types of vehicles should not be using the alley way. He believed it was a safety issue.

Randy Fifrick pointed out it is important when reviewing zoning changes that the review is based on what's being proposed. He felt two different issues were coming into play here in terms of the land use and the general use of alleys by commercial vehicles. He asked them to keep in mind there is specific criteria within the code for zoning changes. He indicated there was also discussion at Plan Commission that there may need to be some design considerations as part of this change.

Lou Larson questioned if this should go back to Plan Commission until there is an appropriate design.

Dustin Vreeland, petitioner, indicated this is a just a preliminary site plan and they were not in the final stages of the site plan yet. He indicated they have been in discussion with the Plan Commission and Bill Hebert about our ideas, but it is not complete yet. He clarified the commercial vehicles currently use 6th Street and there is no change to that, and we are not planning on ever using Stark Street for backing out trucks. He understood this was residential and there was a school, so commercial will stay on 6th Street.

Tom Kilian asked the neighboring property owner, Richard LeClair, if this satisfied his concerns. LeClair pointed out the parking lot they are proposing to build is on Stark Street, not 6th Street. He commented he has seen trucks using the alley going past his house.

Gary Gisselman suggested if this passes, the city vacate the alley and put up a barrier at the end of the alley similar to what was done with Kwik Trip on 6th Street and Union Ave.

Becky McElhaney stated she felt this was more than just a zoning issue and we do need to worry about what could happen on a property once the zoning is changed. There can be unexpected consequences and once we approve the change our control goes way down. She indicated she would not support this today and wanted more information. *Discussion continued.*

Rasmussen stated the goal of referring this back to Plan Commission to have them find a viable solution and a workable compromise between the impact to the neighborhood and the needs of the business. They could possibly include design elements that prevent access to the alley, but hopefully not send it back to the Council in the same form.

Vote to refer back to Plan Commission:

Yes Votes: 8 No Votes: 2 Abstain: 0 Not Voting: 1 Result: PASS

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

Suspend the Rules 6/13/2023

Motion by Watson, second by Herbst to Suspend Rule 6(B) Filing and 12(A) Referral of Resolutions.

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

23-0510 6/13/2023

Motion by Rasmussen, second by Watson to adopt the 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.

Phil Cossan, Ehlers, reviewed the resolution and sale document. He summarized that the financing mechanism for the GAC Project to deal with the PFAS issue is through the Safe Water Drinking Program operated by DOA. It is a permanent financing program, meaning they will take out the financing once the project is well underway or near completion; however, to get to that point interim financing is needed. A lot of expense has already been incurred and they will be drawing down funds as the project progresses.

Cossan stated there were two bids received from Huntington Bank and Peoples State Bank and the low bid of 4.56%.was from Peoples State Bank. This is temporary short-term financing until the Safe Drinking Water Loan Program is put in place in July 2024. He indicated it was approximately $104,000 less than was projected. He stated they will invest the funds as they are drawn down and expect to receive approximately $327,000 of investment income to help off that debt service.

Cossan stated if approved, it will be wired to the city on June 29th and can begin reimbursing for costs incurred and drawing down as needed over the six to nine months.

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

22-1109 6/13/2023

Motion by Watson, second by Herbst to adopt the Resolution of the Finance Committee Approving 2023 Budget Modification -- Purchase of Badger Book Electronic Poll Books for Elections.

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

23-0631 6/13/2023

Motion by Henke, second by Watson to adopt the Resolution of the Economic Development Committee Approving Termination of Recorded Deed Restrictions and Recording Set of Revised Deed Restrictions for 7130 Packer Drive.

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

23-0630 6/13/2023

Motion by McElhaney, second by Herbst to adopt the 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").

Tom Kilian commented he thought this bill had the potential to end up in a good place and it was his understanding that it was likely to change or be amended at some point in the future. He had some concerns about the bill as is and if it is not changed, he didn't feel they should directly support it. He stated we don't know if it will really be a net benefit in the future, and although $125 million sounds like a lot, it could just be a drop in the bucket and could limit exposure of responsible parties in a way that results in them not reimbursing parties as fully in the future. There is also a potential match requirement up to 20% which he felt was problematic. He pointed out the resolution mentions the limiting of DNR authority. He didn't think there should ever be strings put on money that is limiting our regulators and didn't think something additional was needed to address PFAS from a regulatory perspective because the Wisconsin Spills Law covers it. Furthermore, he heard that theoretically this could interfere with DOJ activities and there were more reasons we shouldn't support it in its current form. He questioned if there would be any objection or if there would be any adverse impact to the city in waiting until the changes/amendments to the bill are made.

Mayor Rosenberg stated she had the same concerns and when she testified at the Senate Committee, she mentioned them. She indicated the Assembly Committee will be taking this up on Thursday and that our best opportunity would be to give them our message of what our expectations are with this bill. She stated there were a couple of those comments in the resolution, but they could amend it to include more. Kilian stated if we could include some of these concerns, he would then support it.

Doug Diny pointed out there were 15 Whereas paragraphs and four or five of them ask for something or request a reconsideration of a portion. He suggested those be consolidated and summarized in the Be It Resolved paragraph to be clear on what we specifically want to emphasize.

Gary Gisselman suggested in addition to the letter and the resolution that we also include the minutes of the discussion. Mayor Rosenberg indicated she would send a time-stamped video of the conversation.

Lisa Rasmussen stated she would support it trusting that between Mayor Rosenberg and Alder Kilian, who have articulated the same concerns the Council shares, could make the proper augmentations to the resolution and/or letter to spell them out.

Kilian summarized the key points to include were that it does not limit future financial obligations or exposure of responsible parties; that it does not limit DNR and DOJ authority in any manner, nor Wisconsin Spills Law; and that the match requirement and Joint Finance Committee process be revisited and reconsidered.

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

Public Comment and Suggestions:
None

Closed Session 6/13/2023

Motion by Watson, second by Herbst to convene in Closed Session pursuant to Wis. Stat. Section 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.

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

District	Alderperson	Vote
1	Lukens, Carol	*NV*
2	Martens, Michael	YES
3	Kilian, Tom	YES
4	Diny, Doug	YES
5	Gisselman, Gary	YES
6	McElhaney, Becky	YES
7	Rasmussen, Lisa	YES
8	Watson, Sarah	YES
9	Herbst, Dawn	YES
10	Larson, Lou	YES
11	Henke, Chad	YES

Reconvened into Open Session

12-1115 Amendment 6/13/202

Motion by Rasmussen, second by Kilian to Amend the 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 - contingent on the proceeds of the said sale be allocated to satisfy the outstanding debt that is owed to the City of Wausau and its taxpayers.

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

12-1115 6/13/2023

Motion by Watson, second by Herbst to Adopt the 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, as amended on Council floor.

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

Adjourn 6/13/2023

Motion by Watson, second by Henke to adjourn the meeting. Motion carried unanimously. Meeting adjourned at 8:02 pm.

Katie Rosenberg, Mayor
Kaitlyn Bernarde, City Clerk

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

ORDINANCE OF THE CAPITAL IMPROVEMENTS & STREET MAINTENANCE COMMITTEE

Amending Section 10.20.080(a) designating no parking on both sides of South 8th Avenue between Stewart Avenue and Callon Street

Committee Action: Approved 5-0 **Ordinance Number:**

Fiscal Impact: Minimal cost to install signs

File Number:	23-0705	**Date Introduced:**	July 11, 2023

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

Add ( )

Section 1. That Section 10.20.080(a) of the Wausau Municipal Code is hereby amended as follows:

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

. . .

South 8th Avenue

- Both sides of the street between Stewart Avenue and Callon Street from November 1 to April 1

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

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

Adopted:
Approved:
Published:
Attest:

Approved:

Katie Rosenberg, Mayor

Attest:

Kaitlyn A. Bernarde, City Clerk

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

Discussion and possible action on parking restrictions on South 8th Avenue between Stewart Avenue and Callon Street

Henke indicated a constituent approached him about parking in the wintertime. He advised her of the petition process, they collected signatures, and provided photos.

Alora Koval, 307 South 8th Ave, has concerns for winter parking. South 8th Avenue is very narrow; more narrow than surrounding streets. It is the first through street from Callon to Elm Street until 12th Ave. It gets steady traffic and is a steep hill. When there are cars on both sides of the street in the winter, it creates a very narrow passage for through traffic and for backing out of driveways. Plow trucks and garbage trucks have failed to get through at times. After the plow does get through there is plow wash that turns to ice chunks and steep mounds of snow that harden. Take a narrow street, add snowbanks, add cars, add plow wash, and it is almost impossible to get through. The vast majority of cars that do park on the street have driveway access. The alley between 8th and 9th is newly paved. Two driveways have access to the newly paved alley; they just do not use it. She does not suggest restricting parking on just one side of the street because it is a hill with a lot of traffic on a narrow street. She would like the committee to consider the totality of the circumstances with a winter parking ban.

Rasmussen noted the request is to restrict parking on both sides. The photos show it is really narrow when there is a full snow load. There has been the same problem in her district. In some cases it can be remedied with no parking on one side or the other, but it looks like the street parking is robust. Even with parking on one side there is not much space to get through. The request is for a seasonal band from November 1 to April 1. She would support this as she has dealt with the same in her district. Parking restrictions do help and have been found to be an effective remedy.

Larson agrees buts the pictures show a lot of cars on the street. He is concerned this may cause a problem with vehicles parking elsewhere. Koval suggested parking could take place in the unused County lot at the bottom of the hill. The vehicles all have driveways they just want quicker access. Henke indicated Callon Street was just redone. Parking on the north side of Callon is easy and pretty open. He would guess a lot of the parking would move to Callon.

Rasmussen noted the winter photo and that the driveway is not plowed at the house with 2 cars out front. If parking on the street is enabling them to not clean their driveway in a timely manner, it is no excuse. It is causing problems for other users of the street, including services that need to get through. Larson noted it looks like the cars have been parked there a while and mentioned the similar situation recently discussed on Sherman Street.

Rasmussen moved to approve parking restrictions on both sides of South 8th Avenue between Stewart Avenue and Callon Street from November 1 to April 1. Seconded by Henke.

Wesolowski received a call from Dennis Debalske of 416 South 8th Avenue. He signed the petition and supports this. He would like to have parking restricted on the east side year-round. Henke will talk to him about submitting a petition for that.

There being a motion and a second, motion to approve parking restrictions on both sides of South 8th Avenue between Stewart Avenue and Callon Street from November 1 to April 1 passed 5-0.

Agenda Item No.
3

STAFF REPORT TO CISM COMMITTEE – June 8, 2023

AGENDA ITEM
Discussion and possible action on parking restrictions on South 8th Avenue between Stewart Avenue and Callon Street
BACKGROUND
The Engineering Department received the attached petition and pictures.
FISCAL IMPACT
Cost of signs and labor to install.
STAFF RECOMMENDATION
None
Staff contact: Allen Wesolowski 715-261-6762

6

PETITION

TO THE MAYOR AND COMMON COUNCIL
OF THE CITY OF WAUSAU, WISCONSIN

RECEIVED
MAY 09 2023
CITY OF WAUSAU
CITY CLERK

For Office Use
Date Filed with City Clerk

A Petition For:

- ☐ Alley Vacation
- ☐ Blacktop Paving
- ☐ Curb and Gutter
- ☐ Sanitary Sewer
- ☐ Street Light
- ☐ Street Vacation
- ☐ Storm Sewer
- ☐ Watermain
- ☐ Zoning Change
- ☒ Other as Follows: Seasonal parking ban

The undersigned petitioners respectfully request that your honorable body take such action as will cause the:
ban of (Nov - Apr) winter month street parking on S. 8th Ave. In brief detail, S. 8th Ave is too narrow for street parking along w/ snow banks and creates issues on getting our street plowed properly or at all.

Signature of Electors	Print Name Clearly	Print Home Address	Date of Signing
1. Cheryl Zopel	Cheryl Zopel	410 S. 8th Ave, Wausau	4-14-23
2. Dennis D. Debulbs	Dennis D. Debulbs	416 S. 8th Ave Wausau	4-14-23
3. [illegible]	Josl Johnson	320 S 8th Ave	4-14-23
4. Max Eugene	Max Eugene	307 S. 8th Ave	4-14-23
5. Alora Koval	Alora Koval	307 S 8th Ave	4/14/23
6. Wayne Waraksa	WAYNE WARAKSA	711 CALLON ST WAUSAU	4-15-23
7. Sherri Meike	Sherri Meike	315 S. 8th Ave	5-2-23
8. Kathleen BeBesell	Kathleen BeBocel	~~3~~ 316 S 8th Ave	5-2-23
9.			
10.			
11.			
12.			
13.			
14.			
15.			

AFFIDAVIT OF CIRCULATOR

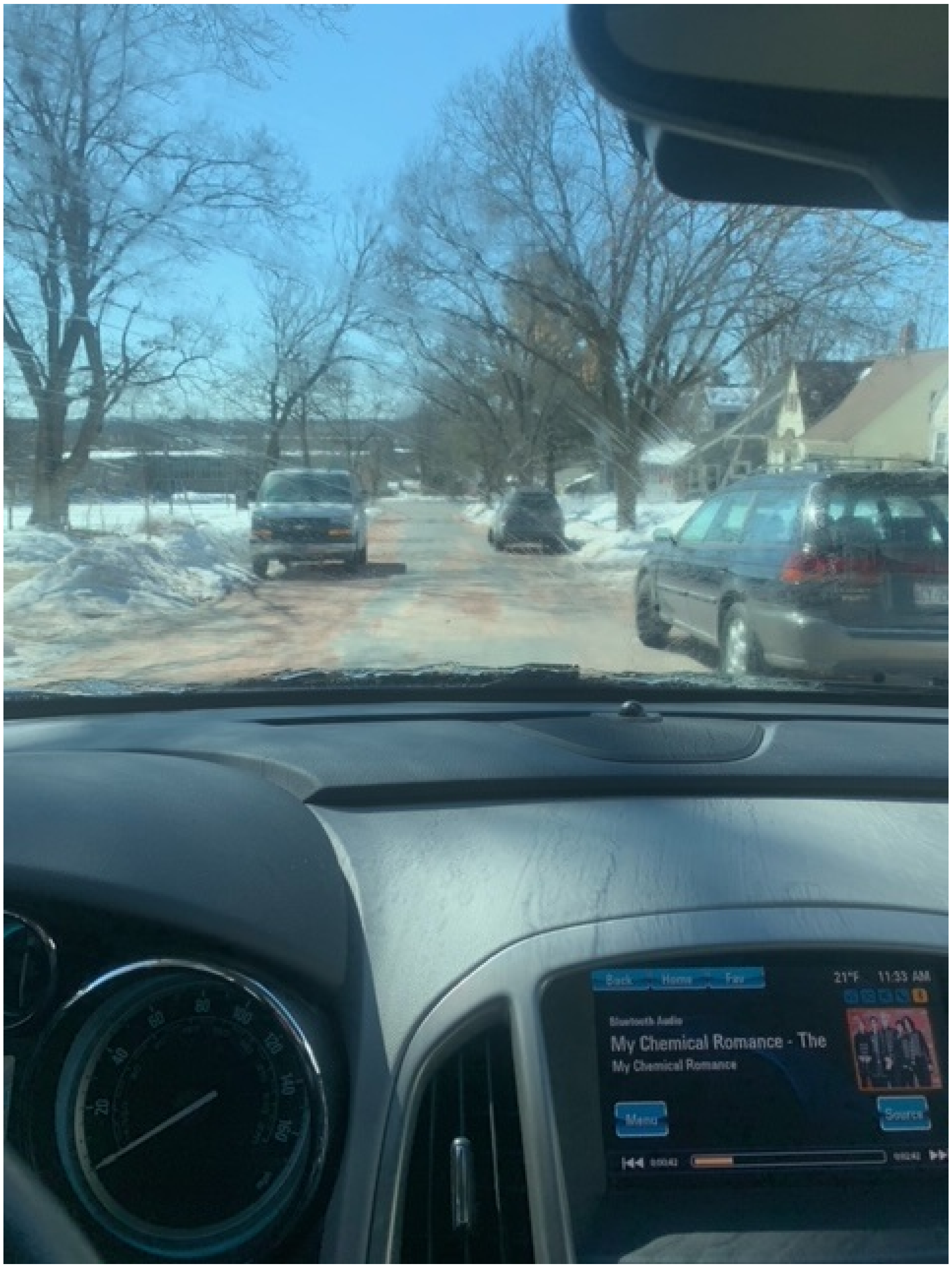
STATE OF WISCONSIN
CITY OF WAUSAU Alora Koval being duly sworn disposes and says that he is a resident of the affected area, residing at 307 S. 8th Ave, ~~Wausau~~ in the City of Wausau; that he is personally acquainted with the persons who have signed the foregoing petition; that he knows them to be residents of the affected area; that they signed the same with full knowledge of the contents thereof; that their respective residents are stated therein; that each signer signed the same on the date stated opposite his name; and that he intends to support the petition.

Filed in the Office of the City Clerk and sworn to before ~~me~~ this 9 day of May, 2023

Kathleen A. Bernarde
Signature of City Clerk or designee

Alora Koval
(Signature of Circulator)

307 S. 8th Ave, Wausau, WI
(Address of Circulator)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My Chemical Romance
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CITY OF WAUSAU, 407 Grant Street, Wausau, WI 54403

JOINT RESOLUTION OF THE CAPITAL IMPROVEMENTS & STREET MAINTENANCE COMMITTEE AND PLAN COMMISSION

Approving conveyance of existing two-foot driveway encroachment on 214 Wyatt Street to owner at 220 Wyatt St. (Luke Stenberg)

Committee Action:	CISM: Approved 5-0 Plan: Approved 7-0
Fiscal Impact:	None
File Number:	23-0704
Date Introduced:	July 11, 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 City of Wausau purchased 208 Wyatt St. in June 2003 and 210 and 214 Wyatt St. in April of 2007, and completed remediation of the contamination on the sites; and

WHEREAS, in preparation for redevelopment, the City Surveyor prepared a Certified Survey Map to combine the three parcels into one parcel and identify the boundaries; and

WHEREAS, it appeared that the adjacent neighbor's driveway had been encroaching slightly on the City's parcel and the City Surveyor recommended conveying a two-foot wide strip to the current owner of 220 Wyatt Street to reconcile the legal descriptions once the CSM was prepared; and

WHEREAS, your Capital Improvements Street Maintenance Committee met on June 8, 2023, and recommended deeding Outlot 1 of Certified Survey Map #19539, recorded as Document No. 1881377 on May 15, 2023, which represents a two-foot wide strip to the adjacent owner of 220 Wyatt Street; and

WHEREAS, your Plan Commission met on June 20, 2023, and recommended deeding Outlot 1 of Certified Survey Map #19539 to the adjacent owner of 220 Wyatt Street.

NOW, THEREFORE, BE IT RESOLVED, that the Common Council authorizes the conveyance of Outlot 1 of Certified Survey Map #19539, recorded as Document No. 1881377 on May 15, 2023, to the current owner of 220 Wyatt Street, to reconcile an existing driveway encroachment on the City's parcel.

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

Discussion and possible action on authorization to deed Outlot 1 of CSM #19539 to Luke Stenberg

This is in Larson's district. They are proposing to put apartment buildings on the land and there is an easement glitch. This is a housekeeping item. He hopes in the future Stratz will approach the neighborhood because the people he has talked to are not in favor of an apartment complex. Rasmussen said this also serves to clean up the lot lines and would allow for an affordable housing project to take flight.

Rasmussen moved to approve. Henke seconded and the motion passed 5-0.

Time and Date: The Plan Commission met on Tuesday, June 20, 2023, at 5:00 p.m. in the Common Council Chambers of Wausau City Hall.

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

Others Present: Brad Lenz, William Hebert, Andrew Lynch, Tara Alfonso, Brian Stahl, Craig Vincent, Heath Tappe, Susan Lang, Bobbi Jo Balz, Tyler Vogt, Diane Gurholt

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 authorization to deed Outlot 1 of CSM #19539 to Luke Stenberg.

Lynch said that the city owns three parcels along Wyatt Street and plan to build a 6-unit apartment complex. The neighbors' garage is over the property. This is to clean up the encroachment.

Brueggeman motioned to authorize the deed Outlot 1 of CSM #19539 to Luke Stenberg. Bohlken seconded, and the motion carried unanimously 7-0. This item will go to Common Council on July 11, 2023.

Next meeting date.

The next meeting is scheduled for July 18, 2023.

Adjournment.

Watson motioned to adjourn, seconded by Herbst. The motion carried unanimously 7-0 and the meeting adjourned at 5:25 p.m.

The Plan Commission is next scheduled to meet at 5:00 p.m. on July 18, 2023.

Planning, Community and Economic Development
Liz Brodek, Development Director

TEL: (715) 261-6680
FAX: (715) 261-6808

MEMO

TO: CISM Committee Members

FROM: Tammy Stratz, Community Development Manager

DATE: May 22, 2023

RE: Proposed transfer of property

The City of Wausau had purchased three parcels along Wyatt Street – 208 Wyatt was purchased in June 2003 and 210 & 214 Wyatt were purchased in April 2007. These parcels had contamination concerns due to an auto repair shop being located on those sites. Since then, the contaminations have been cleaned up and we received our close out letter from the DNR. They are ready to be redeveloped!

This site is a great place to build the six-unit apartment complex that was approved with ARPA funds. In preparing the site for construction, Dave Huempfner prepared a Certified Survey Map to combine the lots into one parcel and to identify the boundaries. In doing so, he discovered that the driveway for the neighbor to the west is slightly encroaching on our parcel. In order to clean up this encroachment, Dave created an Outlot 1 on the CSM and we are requesting that the City transfer the sliver of land to the neighbor to correct this issue. (See attached CSM.)

We are hoping this transfer can happen before we start building the apartment complex – which we are planning to have ready to bid out this fall. If you have any questions regarding this proposal before the committee meeting, please feel free to call me at 261-6682.

Thank you.

STATE OF WISCONSIN - MARATHON COUNTY
RECORDED
05-15-2023 at 3:20 PM
DEAN J. STRATZ, REGISTER OF DEEDS
DOC#: **1881377**
CSM MAP # 19539
Pages: 2

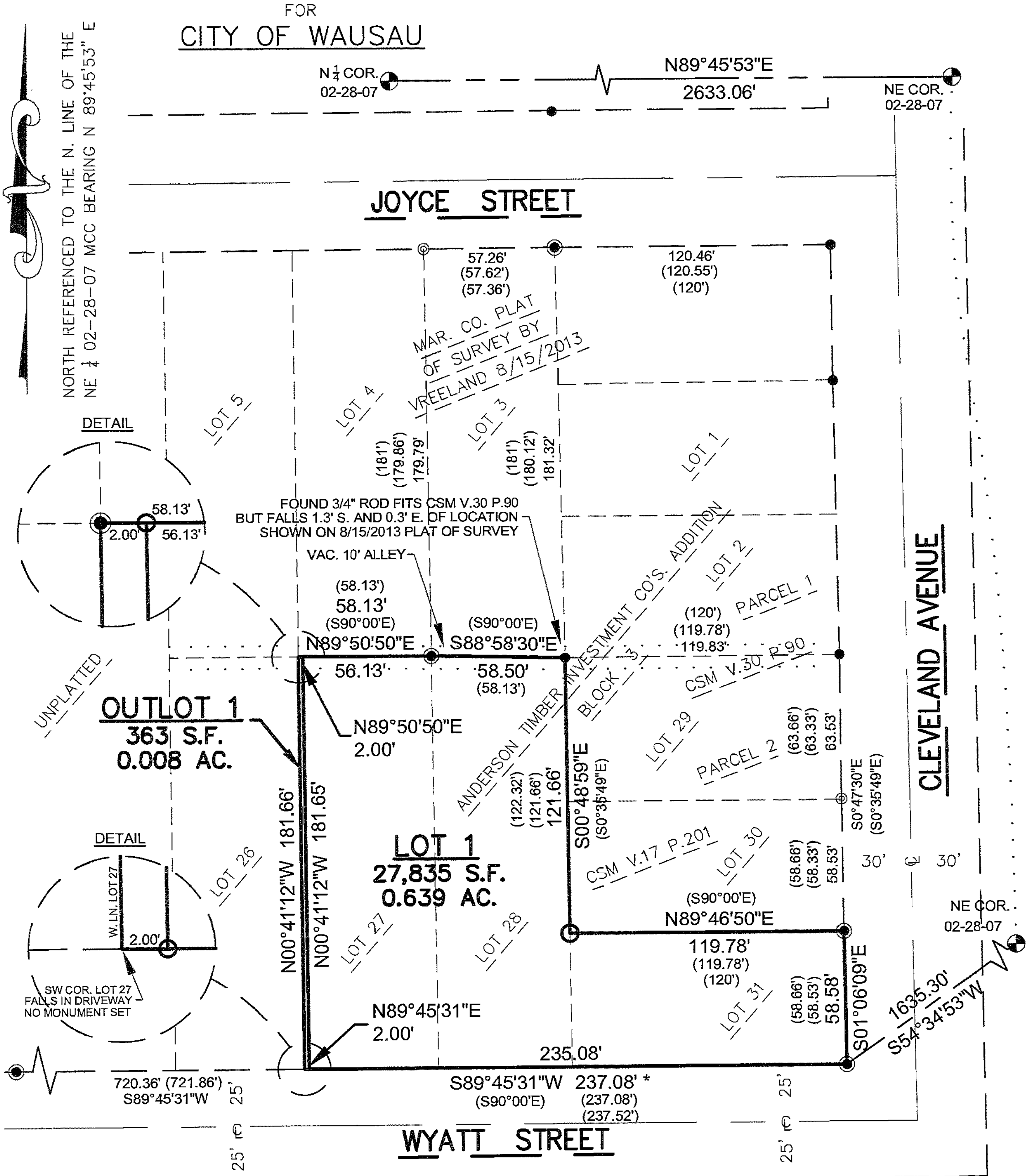
MAP No.

CERTIFIED SURVEY MAP

LOTS 27, 28, and 31, AND PART OF THE VACATED ALLEY, BLOCK 3, ANDERSON TIMBER INVESTMENT CO'S. ADDITION, SECTION 2, TOWNSHIP 28 NORTH, RANGE 7 EAST, CITY OF WAUSAU, MARATHON COUNTY, WISCONSIN.

FOR

CITY OF WAUSAU



* NOTE: HELD DISTANCE TO FOUND MONUMENT SHOWN ON CSM V.17 P.201.

NOTE: OUTLOT CREATED FOR TRANSFER TO LOT 26 DUE TO DRIVEWAY ENCROACHMENT.

WISCONSIN
David F. Huempfner Jr.
S-2081
Wausau
Wis.
LAND SURVEYOR

5/9/2023

LEGEND

- ◎ 3/4" NOM. (1.1" O.D.) IRON PIPE FOUND
- ● 3/4" IRON ROD FOUND
- ◉ 1" NOM. (1.3" O.D.) IRON PIPE FOUND
- ◉ 1 1/4" NOM. (1.7" O.D.) IRON PIPE FOUND
- ◐ 2" NOM. (2.4" O.D.) IRON PIPE FOUND
- ○ SET 3/4" x 18" IRON ROD (1.50 lbs./ft.)
- ( ) RECORDED AS

WAUSAU WISCONSIN

SCALE IN FEET
0 15 30 60

DRAWN BY: D. HUEMPFNER

Map No. ____________

CERTIFIED SURVEY MAP FOR CITY OF WAUSAU

I hereby certify: That I have surveyed, divided and mapped, by order of the City of Wausau, Tammy Stratz, Community Development Manager, Lots 27, 28, and 31, and part of the vacated alley, Block 3, Anderson Timber Investment Co's. Addition, Section 2, Township 28 North, Range 7 East, City of Wausau, Marathon County, Wisconsin, described as follows:

Commencing at the North ¼ corner of said Section 2; thence N 89°45'53" E, along the North line of said Section 2, 2633.06 feet to the Northeast corner of said Section 2; thence S 54°34'53" W, 1635.30 feet to the Southeast corner of said Block 3, the point of beginning;

Thence S 89°45'31" W, along the South line of said Block 3, 237.08 feet to the West line of said Lot 27; thence N 00°41'12" W, along said West line, 181.66 feet to the centerline of said vacated alley in Block 3; thence N 89°50'50" E, along said centerline, 58.13 feet; thence S 88°58'30" E, along said centerline, 58.50 feet to the East line of said Lot 28, extended Northerly; thence S 00°48'59" E, along said East line extended Northerly and along said East line, 121.66 feet to the North line of said Lot 31; thence N 89°46'50" E, along said North line, 119.78 feet to the East line of said Block 3; thence S 01°06'09" E, along said East line, 58.58 feet to said Southeast corner of Block 3, the point of beginning, subject to easements, restrictions and roadways of record, said parcel containing 0.647 acres.

That this map is a correct representation of all of the exterior boundaries of said land and the division thereof.

That I have fully complied with the provisions of Section 236.34 of the Wisconsin Statutes in surveying, dividing, and mapping said land.

That this survey complies with Chapter A-E 7 of the Wisconsin Administrative Code and is correct to the best of my knowledge and belief.

That this map complies with Chapter 21.14 of the City of Wausau Municipal Code.

WISCONSIN
David F. Huempfner Jr.
S-2091
Wausau
Wis.
LAND SURVEYOR

5/9/2023

City of Wausau
Department of Public Works
Engineering Division
407 Grant Street, Wausau, WI 54403
David F. Huempfner, Jr., S-2091
City Surveyor

I ______________________
ZONING ADMINISTRATOR
BEING DULY APPOINTED BY THE COMMON COUNCIL, DO HEREBY CERTIFY 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 5/11/2023

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

RESOLUTION OF THE FINANCE COMMITTEE

Authorizing the submittal of a Wisconsin Elections Commission subgrant application to help offset costs to purchase redesigned absentee ballot envelopes.

Committee Action:	Approved 5-0
Fiscal Impact:	$4,068.19
File Number: 23-0707	**Date Introduced:** June 27, 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: 4,068.19*	
	Debt Financed:	Yes☐No☒	*Amount*	*Annual Retirement*
	TID Financed:	Yes☐No☒	*Amount:*	
	TID Source: Increment Revenue ☐ *Debt* ☐ *Funds on Hand* ☐ *Interfund Loan* ☐			

WHEREAS, the City of Wausau purchases official absentee envelopes annually for each election including outer envelopes and inner return envelopes; and

WHEREAS, the Wisconsin Elections Commission unanimously directed the creation of new absentee ballot envelope designs to ensure compliance with Wisconsin law and make them more identifiable as official election mail to the U.S. Postal Service; and

WHEREAS, the Commission determined that the current envelopes should not be used in 2024; and

WHEREAS, on March 3, 2023 the Wisconsin Elections Commission approved the allocation of federal funds for an absentee ballot envelope subgrant program to help offset the costs of adopting the new design; and

WHEREAS, the City of Wausau may be awarded $4,068.19, based on our January 1, 2022 voting age population to offset purchase costs; and

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 apply for the 2023 Absentee Ballot Envelope Subgrant Reimbursement Program.

Approved:

____

Katie Rosenberg, Mayor

FINANCE COMMITTEE

Date and Time: Tuesday, June 27, 2023 @ 5:30 pm., Council Chambers
Members Present: Lisa Rasmussen, Michael Martens, Carol Lukens, Sarah Watson, and Doug Diny
Others Present: Maryanne Groat, Katie Rosenberg, Eric Lindman, Jeremy Kopp, Solomon King, Tammy Stratz, Dustin Kraege, Kaitlyn Bernarde, and Phil Cossan – Ehlers (by WebEx)

Discussion and possible action on authorizing the submittal of a Wisconsin Elections Commission subgrant application to help offset costs to purchase redesigned absentee ballot envelopes

No discussion.
Motion by Watson, second by Lukens to approve. Motion carried 5-0.

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

RESOLUTION OF THE FINANCE COMMITTEE

Approving Parking Lot Lease with JSAF I, LLC – 610 and 614 N. 1st Street

Committee Action:	Approved 5-0
Fiscal Impact:	A yearly amount equal to the net real estate tax due for the properties
File Number: 08-0917	**Date Introduced:** July 11, 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 City entered into a lease agreement with McDevco, Inc. on December 5, 2012 for parking at 614 N. 1st Street which expired on January 1, 2022; and

WHEREAS, 614 N. 1st Street, along with 610 N. 1st Street, was recently sold to JSAF I, LLC ("JSAF") and they wish to enter into a parking lease agreement with the City; and

WHEREAS, your Finance Committee, at their May 9, 2023 meeting, discussed and recommended entering into a ten year lease with JSAF with the City agreeing to pay JSAF each year an amount equal to the net real estate tax due for the properties.

NOW, THEREFORE, BE IT RESOLVED that the Common Council of the City of Wausau approves entering into a parking lot lease agreement with JSAF I, LLC for the property at 610 and 614 N. 1st Street under the terms outlined in the attached agreement.

Approved:

____

Katie Rosenberg, Mayor

FINANCE COMMITTEE

Date and Time: Tuesday, May 9, 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, Eric Lindman, Robert Barteck, Jamie Polley, James Henderson, Dustin Kraege, Allen Wesolowski, Dan Kerntop, Kaitlyn Bernarde, Gary Gisselman, Ben Bliven, Liz Brodek, Tammy Stratz

Discussion and possible action on parking lot lease with JSAF I, Inc. – 610 and 614 N. 1st Street
Rasmussen noted this is the lease for the parking lots that adjoin the Dudley Tower.

Motion by Watson, second by Martens to approve. 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: **April 26, 2023**

Re: **Parking Lot Lease with JSAF I, LLC – 610 and 614 N. 1st Street**

Purpose: To obtain your approval of a parking lot lease, as Lessee with JSAF I, LLC (JSAF) located at 610 and 614 N. 1st Street.

Facts: The City entered into a lease agreement with McDevco, Inc. on December 5, 2012 for parking at 614 N. 1st Street. The agreement expired January 1, 2022.

The property, along with 610 N. 1st Street, was recently sold to JSAF and they wish to enter into a parking lease agreement with the City. The terms of the lease would be a ten year term with the City agreeing to pay JSAF each year an amount equal to the net real estate tax due for the properties.

Recommendation: Approval.

AGREEMENT FOR LEASE OF PARKING LOT
610 AND 614 N 1ST STREET

THIS AGREEMENT, made this ____ day of __________ 2023 ("Effective Date"), between the City of Wausau, a municipal corporation of the State of Wisconsin, hereinafter referred to as "CITY," and JSAF I, LLC., hereinafter referred to as "OWNER";

WITNESSETH:

WHEREAS, OWNER is the owner of properties located at 610 and 614 N 1st. Street, Wausau, described in Exhibit A attached hereto and incorporated herein by reference, and shall hereinafter be referred to as ''LOT"; and

WHEREAS, OWNER assembled the property for future redevelopment; and

WHEREAS, property is suitable for a parking lot and owner desires the property benefit the central business district until the time of redevelopment; and

WHEREAS, CITY wishes to continue to lease the LOT so as to provide parking to the public, and OWNER will permit the lease of these stalls, all upon certain terms and conditions.

NOW, THEREFORE, the parties hereto agree as follows:

Recording Area

Name and Return Address

Office of the City Attorney
City Hall – 407 Grant Street
Wausau, WI 54403

(Charge to City of Wausau)

1. This lease shall be a ten-year lease, commencing on the Effective Date, and terminating on the last day of the 120th month thereafter. ClTY shall have the exclusive use of the stalls constructed within LOT for the provision of transient and permit parking; and in return, CITY agrees to pay OWNER, as rent each year an amount of money equal to the net real, estate tax due for LOT (inclusive. of any special assessments). Such payment to be made by CITY to OWNER fifteen (15) days prior to the real estate tax deadline either in full or on an installment basis of each year commencing on the commencement date hereof.

2. LOT shall be continuously used as a parking lot. No part of LOT shall be used for any purpose which constitutes a nuisance or which is illegal, offensive, termed hazardous by insurance companies, or which may make void or voidable any insurance on the LOT or which may increase the premiums therefore, CITY will keep LOT clean and attractive in appearance at all times.

3. CITY shall maintain all parking appurtenances, the asphalt surface, the concrete bumpers, lighting and landscaping. CITY shall remove snow in LOT and sidewalks abutting the LOT.

4. CITY shall not display, inscribe, print, maintain, or affix any signs, lettering, placards, or other advertising matter or material on LOT without the prior written consent of OWNER provided, however, that metering and permitting signage is acceptable.

5. At the termination of this Lease, CITY shall remove all parking meters, and related appurtenances erected by CITY.

6. CITY shall not voluntarily or by operation of law assign, transfer, mortgage, lease, sublet, grant license or rights to a concessionaire or otherwise transfer or encumber all or any part of CITY's interest in this Lease or LOT without the OWNER's prior written consent. Any attempted assignment, transfer, mortgage, use, lease, occupancy, encumbrance, or subletting without such consent shall be void and shall constitute a default under this lease.

7. OWNER shall pay all real estate taxes and special assessments when due.

8. Nothing in this Lease shall be construed so as to authorize or permit any insurer of OWNER or CITY to be subrogated to any right of OWNER or CITY against the other party arising under this Lease. OWNER and CITY each hereby release the other to the extent of any perils to be insured against by either of the parties under the terms of this Lease, whether or not such insurance has actually been secured, and to the extent of their respective insurance coverage for any loss or damage caused by any such casualty, even if such incidents shall be brought about by the fault or negligence of either party or persons for whose acts or negligence the other party is responsible. All insurance policies to be provided under this Lease by either OWNER or CITY shall contain a provision that they are not invalidated by the foregoing waiver. Such waiver shall, however, cease to be effective if the existence thereof precludes either OWNER or CITY from obtaining any such policy.

9. CITY hereby agrees that OWNER shall not be liable for injury to CITY's business or any loss of income or other consequential damages or for damage to the equipment or other property of CITY, CITY's employees, invitees, customers, sublessees, agents, occupants, contractors, public citizens, or any other person in or about LOT, nor shall OWNER be liable for injury to CITY's employees, invitees, customers, sublessees, agents, occupants, contractors, public citizens, or any other person in or about LOT.

CITY shall indemnify, defend and hold harmless OWNER from and against any and all claims arising from CITY's use of LOT, or from the conduct of CITY's business or from any activity, work or things done permitted or suffered by CITY in or about LOT or elsewhere and shall further indemnify, defend and hold harmless OWNER from and against any and all claims arising from any breach or default in the performance of any obligation on CITY' s part to be performed under the terms of this Lease, or arising from any negligence of CITY, or any of CITY'S sublessees, agents, customers, invitees, contractors, occupants, or employees and from and against all costs, attorney's fees, expenses and liabilities incurred in the defense of any such claim or any action or proceeding brought thereon; and in case any action or proceeding be brought against OWNER by reason of any such claim, CITY, upon notice from OWNER, shall defend the same at CITY'S expense by counsel satisfactory to OWNER. CITY, as material part of consideration to OWNER, hereby assumes all risk of damage to property or injury to persons, in, upon or about LOT arising from any cause, and CITY hereby waives all claims in respect thereof against OWNER; however, the provisions in this paragraph shall not apply to those cases in which OWNER is negligent.

10. OWNER shall obtain before the Commencement Date, and shall maintain through the expiration or termination of this Lease, a policy of commercial general liability insurance on the LOT with limits of public liability not less than $1,000,000 for death/ or bodily injury, including personal injury, and property damage liability of not less than $1,000,000 per occurrence. Such insurance shall not cover any leasehold improvements installed on LOT by or for the benefit of CITY at its expense, or CITY's parking meters or other equipment, or personal property located in LOT.

11. CITY will, at all times during the term of this lease, and at its sole cost and expense, maintain the following insurance in full force and effect:

A. All-risk property insurance covering replacement value of all of CITY's leasehold improvements, equipment, parking meters and personal property within LOT.

B. Commercial general liability insurance naming OWNER, CITY, and any mortgagee designated by OWNER as the insured, to insure against injury to property, person or loss of life arising out of the ownership, use occupancy, or maintenance of LOT with limits of public liability not less than $1,000,000 per occurrence. For each year in which this Lease is in effect, CITY shall provide to OWNER and any party designated by OWNER a copy of the insurance policy endorsement or wording showing that OWNER and such other parties have been added as additional named insureds. The policy described in this subsection B shall apply on a primary basis to OWNER even if OWNER has other liability insurance coverage. The policy shall contain a supplemental endorsement covering contractual liability voluntarily assumed by the insured under this Lease.

12. OWNER shall retain right to terminate this lease with a ninety (90) day notice by submitting to CITY a bona fide redevelopment project for a taxable, high grade structure that is compatible in zoning, density and quality with surrounding commercial buildings.

13. This agreement shall run with the land during the ten-year (10-year) lease period and shall be binding upon OWNER, its successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this lease on the day and year first above written.

CITY OF WAUSAU BY:

____
Katie Rosenberg, Mayor

____
Kaitlyn A. Bernarde, City Clerk

STATE OF WISCONSIN)
) ss.
COUNTY OF MARATHON)

Personally came before me this·___ day of __________ 20__, 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 Expires:______________________

4893-5763-6444, v. 3

JSAF I, LLC

By:_______________________________________
Name:____________________________________
Title:______________________________________

STATE OF WISCONSIN)
) ss.
COUNTY OF MARATHON)

Personally came before me this·___ day of __________ 20__, the above named_________________________, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

____

Notary Public, State of Wisconsin
My Commission Expires:______________________

Drafted by: Joseph M. Mella, Ruder Ware, L.L.S.C., 500 N. 1st Street, Suite 8000, Wausau, WI 54403

EXHIBIT A

Parcel I:
Lot two (2) of Certified Survey Map No. 15024 recorded in the office of the Register of Deeds for Marathon County, Wisconsin, in Volume 67 of Certified Survey Maps on page 106, as Document No. 1495910; being part of Government Lot six (6) in Section twenty-six (26), Township twenty-nine (29) North, Range seven (7) East, in the City of Wausau, Marathon County, Wisconsin; excepting Certified Survey Map No. 18609 recorded in said Register’s office as Document No. 1806013, and corrected by Affidavit of Correction recorded in said Register’s office as Document No. 1807499; all of Lots three (3), four (4), seven (7) and eight (8) and part of Lots five (5) and six (6), all in Block B of McIndoe and Shuter's Addition to the City of Wausau, Marathon County, Wisconsin; subject to easements of record.

PIN: 291-2907-253-0626

Parcel II:
Outlot two (2) of Certified Survey Map No. 18609 recorded in the office of the Register of Deeds for Marathon County, Wisconsin, as Document No. 1806013; and corrected by Affidavit of Correction recorded in said Register's office as Document No. 1807499; being part of Lots two (2) and nine (9) in Block B of McIndoe and Shuters Addition, and part of Government Lot six (6) in Section twenty-six (26), Township twenty-nine (29) North, Range seven (7) East, all in the City of Wausau, Marathon County, Wisconsin; subject to easements of record.

PIN: 291-2907-264-0237

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

RESOLUTION OF THE HUMAN RESOURCES COMMITTEE

Approving Amendment to the Employee Handbook Section 8.06 – Use of Sick Leave

Committee Action: Approved 5-0

Fiscal Impact: None

File Number:	12-0219	**Date Introduced:**	July 11, 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 City of Wausau's Employee Handbook is intended to provide City of Wausau employees with convenient access to the operating policies and practices of the City,

WHEREAS, the City of Wausau is dedicated to maintaining up-to-date and accurate policies and procedures,

WHEREAS, your Human Resources Committee has reviewed and approved the recommendation to amend language to the Employee Handbook to clarify the City's policies on use of sick leave,

BE IT RESOLVED by the Common Council of the City of Wausau that the Employee Handbook Sections 8.06 Use of Sick Leave be amended, as specified above and in supporting documents, upon action of this Council.

Approved:

____

Kate Rosenberg, Mayor

Human Resource Committee Packet

June 2023

Agenda Item
Request Human Resources Committee approve amending employee handbook section 8.06 B Use of sick time
Background
Employees have expressed concern over ambiguity in section 8.06 of the employee handbook. Employees are concerned the policy is not being applied consistently. The question came up about the care of a sick child and accompanying a spouse to doctor's office for treatment. Some say they have been forced to use vacation in these instances. The amendment of the policy helps to clarify other uses of sick time, which include transporting a spouse to doctor's appointments and having to care for a sick child on an emergency basis.
Fiscal Impact
The fiscal impact will be none
Staff Recommendation
Approve the amendment of policy 8.06 to include transporting a spouse to doctor and caring for a sick child in an emergency situation.
Staff contact: James Henderson (715-261-6634)

06 – Sick Leave

The City's sick leave policy is designed to compensate for unavoidable absences from work caused by injury or illness. This policy's intent is to prevent the financial hardship of loss of wages for an extended period of time.

A. Accumulation: Regular full-time employees and sworn public safety personnel working a 40-hour work week shall receive an amount equal to 8 hours per month of service which will accrue on a bi-weekly basis at 3.6923 hours. Sick leave will accrue up to a maximum of 133 days (1,064 hours).

   Regular part-time employees shall receive a proration of the bi-weekly accrual equal to 4 hours per month of service, which will accrue on a bi-weekly basis at 1.85 hours. Sick leave will accrue up to a maximum of 66 days (528 hours).

   Employees earn sick leave immediately upon starting employment with the City. Employees must have six (6) days of paid time (hours worked or paid leave) in a pay period in order to earn sick leave during that pay period.

B. Use of Sick Leave: An employee may use sick leave when, due to sickness or temporary disability, the employee is unable to perform the duties of employment. In addition, an employee may use sick leave to attend his or her medical and dental appointments. An employee may also use sick leave for a member of his/her family's serious health condition. Immediate family is defined as the employee's spouse, child, parent or a relative living in the same household as the employee. Sick leave use for an immediate family member is allowable only when certified under the Family Medical Leave Act or where the immediate family member requires the constant attention of the employee. An employee may also use sick leave to accompany an immediate family member to doctor's appointments and care for sick children in their household in case of an emergency. Though we can't cover every situation in policy, the city strives to destress employees in these trying times. Unique situations can be brought before the Human Resources Director. Generally, employees who will be missing work due to illness or injury must notify their immediate supervisor as soon as reasonably practical but not later than two (2) hours prior to the start of their scheduled work day. Employees should consult their immediate supervisor to learn the proper procedure for notifying the City of the need to use sick leave as notification policies may differ between departments. The employee shall provide, upon request of the employer, a statement from a physician verifying the need for leave when requested by the City at any time. Sick leave may be used in increments of no less than 15 minutes for non-exempt employees.

C. Catastrophic Sick Leave Accounts (CSLA): Individuals who have a catastrophic sick leave account as of January 1st, 2012 will continue to have such balances available to them; however, additional sick leave accrual will not accrue into an individual's catastrophic sick leave account (CSLA). Sick leave in the CSLA may only be used after an employee's regular sick leave account had been exhausted. Sick leave in the CSLA may not be used to supplement salary in the event of a Worker's Compensation injury and all unused sick leave in the CSLA shall be forfeited upon termination of employment.

Sick Leave During Vacation: In the event that an illness or injury should occur during vacation, an employee may make a request to substitute sick leave for vacation leave. Such requests must be made within the affected pay period and be approved by the supervisor who

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:** July 11, 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 Public Health and Safety Committee considered certain license applications at its June 19, 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

PHS Date 06/19/2023

License ID	License Typ	Name	Address	Details	Business	Begin Dt	End Dt	Police	PHS	Council
183100	9010 - Bartender/Operator New	GOETSCH, CASSANDRA	1601 E KENT ST MERRILL WI 54452		APPLEBEE'S NEIGHBORHOOD BAR & GRILL	05/25/2023	06/30/2024	No	No	
182554	9010 - Bartender/Operator New	YANG, DAO	2114 SHERMAN ST WAUSAU WI 54401		CHRISTINE'S	05/01/2023	06/30/2024	No	No	
182808	9011 - Bartender/Operator 2-Yr Renewal	HELGERSON, JORDAN	815 1/2 MCINTOSH ST WAUSAU WI 54403		WOW FAMILY ENTERTAINMENT CENTER	07/01/2022	06/30/2025	No	No	
183359	9015 - New Sidewalk Cafe with Alcohol	,	319 N 4TH ST WAUSAU WI 54403		319 BISTRO	06/05/2023	06/30/2024		Yes	
183399	9015 - New Sidewalk Cafe with Alcohol	VOGT, TYLER	145824 IMPATIENS DR WAUSAU WI 54401		WESTSIDER DINER & LOUNGE	06/06/2023	06/30/2024		Yes	
183308	9026 - Class I	,	318 S 3RD AVE, ROOM 5 WAUSAU WI 54401	LABOR DAY PARADE on 09/04/2023					Yes	
182697	9026 - Class I	WHITTUM, MALCOLM	1913 Brookview Ct. WAUSAU WI 54403	ALL STARS UNDER THE STARS 2023 on 8/23/23					Yes	
183543	9027 - Class II	LOOZE, CLAUDIA	5368 COUTY RD II HIGHLAND WI 53543	AMERICAN SHINDIG - CELEBRATING LOCAL TALENT on SATURDAY, JULY 22, 2023 Organized by FOR OUR FUTURE EDUCATION FUND					Yes	

PHS Date 06/19/2023

License ID	License Typ	Name	Address	Details	Business	Begin Dt	End Dt	Police	PHS	Council
183017	9027 - Class II	SCHRADER, TOM	1803 STEWART AVE APT 13 WAUSAU WI 54401	2023 WAUSAU WHITEWATER SUMMER RACE/.EVENT SERIES on VARIOUS DATES - MAY 20 - OCTOBER 1, 2023 Organized by WAUSAU KAYAK/CANOE CORPORATION					Yes	
182043	9034 - Mobile Food Vendor	GUILLAUME, CRAIG	1005 S 16TH AVE WAUSAU WI 54401		A - Z ICE CREAM				Yes	
183584	9064 - Class B Beer & Liquor	BANASZEK, CASIMIR	829 E SYLVAN AVE WHITEFISH BAY WI 53217		APPLEBEE'S NEIGHBORHOOD BAR & GRILL			Yes	Yes	
183597	9064 - Class B Beer & Liquor	Milbradt, Brougan	2106 Eagle Valley Ln Wausau WI 54403		THE DOMINO BAR	06/15/2023	06/30/2024	Yes	Yes	
183287	9069 - Temporary Class B Retailer (Picnic)	MARVIN, CHARLES	809 WINTON ST WAUSAU WI 54401		WISCONSIN VALLEY FAIR				Yes	
183639	9069 - Temporary Class B Retailer (Picnic)	XIONG, YEE LENG	1109 N 6TH ST WAUSAU WI 54401		THE HMONG AMERICAN CENTER, INC				Yes	
183197	9075 - Cigarette	,	PO BOX 116 WAUSAU WI 54402-0116		TIMEKEEPER DISTILLERY	05/30/2023	06/30/2024		Yes	
183599	9076 - Tavern Entertainment	,	740 WASHINGTON ST WAUSAU WI 54403		THE DOMINO BAR	06/15/2023	06/30/2024		Yes	
183598	9078 - Amusement Device	,	740 WASHINGTON ST WAUSAU WI 54403		THE DOMINO BAR	06/15/2023	06/30/2024		Yes	

PHS Date 06/19/2023

License ID	License Typ	Name	Address	Details	Business	Begin Dt	End Dt	Police	PHS	Council
183012	9017 - Renewal Sidewalk Cafe with Alcohol	,	1003 SYLVAN ST WAUSAU WI 54403		VENADO CRAFT BEER	06/08/2023	06/30/2024		Yes	
181395	9080 - Public Transport Driver New	ALSTEEN, DONALD	209732 CTY RD Y HATLEY WI 54440		NORTHWOODS CAB	04/10/2023	06/30/2023	No	No	
182927	9080 - Public Transport Driver New	HASSAN, ABDELRAHMAN	647 BROOKS PL #6 WAUSAU WI 54401		NORTHWOODS CAB	05/18/2023	06/30/2023	Yes	Yes	
182510	9080 - Public Transport Driver New	MILLER, ARNEZ	806 1/2 S 3RD AVE WAUSAU WI 54401		NORTHWOODS CAB	04/28/2023	06/30/2023	No	No	
183376	9080 - Public Transport Driver New	PROKUDOWICZ, ANDREW	4226 E JELINEK AVE SCHOFIELD WI 54476		NORTHWOODS CAB	06/06/2023	06/30/2023	No	No	

Total Licenses **19**

PUBLIC HEALTH & SAFETY COMMITTEE

Date and Time: Monday, June 19, 2023, at 5:15 pm, (Council Chambers)
Members Present: Lisa Rasmussen, Chad Henke, Doug Diny, Lou Larson, Becky McElhaney
Others Present: Tara Alfonso, Ben Bliven, Robert Barteck, Tracy Rieger, Kaitlyn Bernarde, Mary Goede, Katie Rosenberg, Gary Gisselman

Consider approval or denial of various license applications

Lisa Rasmussen stated there were denial recommendations for applicants for Operator Licenses: Cassandra Goetsch, and Dao Yang; and for Public Transport Driver licenses: Donald Alsteen, Arnez Miller, and Andrew Proludowicz. It was noted that no applicants were present to appeal.

Rasmussen stated the Liquor License Review Subcommittee met immediately before this meeting to consider applications for Class B Beer & Liquor licenses and the Plan of Operation where there was a change of ownership of the business. SEG Apple North III, LLC, dba Applebee's Neighborhood Grill & Bar, 2221 Stewart Ave; and The Domino Restaurant LLC, dba The Domino Bar, 740 Washington St. Both establishments are changing ownership beginning July 1, 2023. She indicated both applications were recommended for approval.

Lou Larson commented he was surprised that Donald Alsteen was not present this evening because he attended the last two meetings in appeal. It was noted Alsteen brought letters written on his behalf for review by the Police Chief to the last meeting as his evidence of rehabilitation, so action was deferred, but Chief Bliven did not change his recommendation of denial. Rasmussen did not feel a letter saying someone was a nice person was not enough evidence of rehabilitation. She noted the current license year ends on June 30th anyway, so he can always re-apply for the next license year beginning July 1.

Motion by Larson, second by Diny to approve or deny licenses as recommended by staff. Motion carried 5-0.

CLERK'S REPORT TO PUBLIC HEATH & SAFETY COMMITTEE

June 19, 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) **Cassandra Goetsch** –Applicant has multiple felony convictions since 2017 including convictions for methamphetamine possession, bail jumping, and forgery. Habitual criminality enhancers are included in these convictions. In addition, applicant has an OWI conviction during this time frame. 2) **Dao Yang** – Applicant was convicted of felony 4th offense operating while intoxicated in 2018. **Public Transport Driver**: 1) **Donald Alsteen**: Referred back for review of Evidence of Rehabilitation. 2) **Arnez Miller** - Applicant has a current battery charge pending that was filed 06/21/2022. Battery is an exempt offense. In addition, applicant has felony methamphetamine drug charges pending. 3) **Andrew Prokudowicz** - Numerous felony convictions, including exempt offense aggravated battery in 2004. Repeat convictions for manufacture/deliver cocaine, most recently in 2013. Also a 2017 felony THC conviction.

2. **Class B Beer & Liquor Applications (forwarded from Liquor License Review)**: 1) SEG Apple North III, LLC, dba Applebee's Neighborhood Grill & Bar, 2221 Stewart Ave; and 2) The Domino Restaurant LLC, dba The Domino Bar, 740 Washington St. Both establishments are changing ownership beginning July 1, 2023.

3. **Class I Special Events:** All Stars Under the Stars Concert 8/23/23; Labor Day Parade 9/04/23. **Class II Events**: American Shindig 7/22/23, and 2023 Wausau Whitewater Summer race/event series.

***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: June 16, 2023
(715) 261-6621

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

CONFIRMATION OF MAYOR'S APPOINTMENTS

to Boards, Commissions and Committees: *City/County Information Technology Commission; and the Sustainability, Energy, and Environment Commission*

File Number: 23-0703 **Date Introduced:** July 11, 2023

City/County Information Technology (CCIT) Commission

Chet Strebe *Reappointment	1000 W Campus Dr	Term Exp 5/31/2025	715-675-3331

Sustainability, Energy, and Environment Commission

Jean Abreu (1) *New Appointment	1233 Jackson St	Term Exp 4/30/2026	715-581-5212

(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: July 10, 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, July 11, 2023:

SUSTAINABILITY, ENERGY, AND ENVIRONMENT COMMISSION

Jean Abreu (New appointment - 1)
1233 Jackson St
Wausau, WI 54403
715-581-5212
jeaner@dwave.net
Term expires: 4/30/2026

CITY COUNTY INFORMATION TECHNOLOGY COMMISSION

Chet Strebe (Reappointment)
1000 W Campus Dr
Wausau, WI 54401
715-675-3331
executiveleadershipteam@ntc.edu
Term ends 5/31/2025

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

RESOLUTION OF THE FINANCE COMMITTEE

Authorizing the Issuance and Establishing Parameters for the Sale of not to Exceed $11,170,000 General Obligation Promissory Notes, Series 2023B

Committee Action: Approved 5-0

Fiscal Impact:

File Number:	23-0711	**Date Introduced:**	July 11, 2023

WHEREAS, the Common Council hereby finds and determines that it is necessary, desirable and in the best interest of the City of Wausau, Marathon County, Wisconsin (the "City") to raise funds for public purposes, including paying the cost of street, sidewalk, storm water and parking ramp improvement projects, tax incremental district projects, improvements to motor pool facilities, and other capital improvements (collectively, 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, the City is authorized by the provisions of Section 67.12(12), Wisconsin Statutes, to borrow money and issue general obligation promissory notes (the "Notes") for such public purposes;

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

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

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

Section 1. Authorization and Sale of the Notes; Parameters. For the purpose of paying costs of the Project, the City is authorized to borrow pursuant to Section 67.12(12), Wisconsin Statutes, the principal sum of not to exceed ELEVEN MILLION ONE HUNDRED SEVENTY

THOUSAND DOLLARS ($11,170,000) upon the terms and subject to the conditions set forth in this Resolution. Subject to satisfaction of the conditions set forth in Section 16 of this Resolution, the Mayor and City Clerk are hereby authorized, empowered and directed to make, execute, issue and sell to the financial institution that submitted the Proposal (the "Purchaser") for, on behalf of and in the name of the City, Notes aggregating the principal amount of not to exceed ELEVEN MILLION ONE HUNDRED SEVENTY THOUSAND DOLLARS ($11,170,000). The purchase price to be paid to the City for the Notes shall not be less than 99.0% nor more than 108.0% of the principal amount of the Notes.

Section 2. Terms of the Notes. The Notes shall be designated "General Obligation Promissory Notes, Series 2023B"; shall be issued in the aggregate principal amount of up to $11,170,000; shall be dated as of their date of issuance; shall be in the denomination of $5,000 or any integral multiple thereof; shall be numbered R-1 and upward; and mature or be subject to mandatory redemption on the dates and in the principal amounts set forth below, provided that the principal amount of each maturity or mandatory redemption amount may be increased or decreased by up to $450,000 per maturity or mandatory redemption amount and that the aggregate principal amount of the Notes shall not exceed $11,170,000. The schedule below assumes the Notes are issued in the aggregate principal amount of $11,170,000.

Date	Principal Amount
04-01-2024	$480,000
04-01-2025	790,000
04-01-2026	1,095,000
04-01-2027	1,140,000
04-01-2028	1,175,000
04-01-2029	1,210,000
04-01-2030	1,250,000
04-01-2031	1,300,000
04-01-2032	1,340,000
04-01-2033	1,390,000

Interest shall be payable semi-annually on April 1 and October 1 of each year commencing on April 1, 2024. The true interest cost on the Notes (computed taking the Purchaser's compensation into account) shall not exceed 5.00%. Interest shall be computed upon the basis of a 360-day year of twelve 30-day months and will be rounded pursuant to the rules of the Municipal Securities Rulemaking Board.

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

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

Section 5. Tax Provisions.

(A) Direct Annual Irrepealable Tax Levy. For the purpose of paying the principal of and interest on the Notes as the same becomes due, the full faith, credit and resources of the City are hereby irrevocably pledged, and there is hereby levied upon all of the taxable property of the City a direct annual irrepealable tax in the years 2023 through 2032 for the payments due in the years 2024 through 2033 in the amounts as are sufficient to meet the principal and interest payments when due.

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

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

Section 6. Segregated Debt Service Fund Account.

(A) Creation and Deposits. There 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 General Obligation Promissory Notes, Series 2023B" (the "Debt Service Fund Account") and such account shall be maintained until the indebtedness evidenced by the Notes is fully paid or otherwise extinguished. There shall be deposited into the Debt Service Fund Account (i) all accrued interest received by the City at the time of delivery of and payment for the Notes; (ii) any premium which may be received by the City above the par value of the Notes and accrued interest thereon; (iii) all money raised by the taxes herein levied and any amounts appropriated for the specific purpose of meeting principal of and interest on the Notes when due; (iv) such other sums as may be necessary at any time to pay principal of and interest on the Notes when due; (v) surplus monies in the Borrowed Money Fund as specified below; and (vi) such further deposits as may be required by Section 67.11, Wisconsin Statutes.

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

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

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

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

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

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

Section 10. Execution of the Notes; Closing; Professional Services. The Notes shall be issued in printed form, executed on behalf of the City by the manual or facsimile signatures of the Mayor and City Clerk, authenticated, if required, by the Fiscal Agent (defined below), sealed with its official or corporate seal, if any, or a facsimile thereof, and delivered to the Purchaser upon payment to the City of the purchase price thereof, plus accrued interest to the date of delivery (the "Closing"). The facsimile signature of either of the officers executing the Notes may be imprinted on the Notes in lieu of the manual signature of the officer but, unless the City has contracted with a fiscal agent to authenticate the Notes, at least one of the signatures appearing on each Note shall be a manual signature. In the event that either of the officers whose signatures appear on the Notes shall cease to be such officers before the Closing, such signatures shall, nevertheless, be valid and sufficient for all purposes to the same extent as if they had remained in office until the Closing. The aforesaid officers are hereby authorized and directed to do all acts and execute and deliver the Notes and all such documents, certificates and acknowledgements as may be necessary and convenient to effectuate the Closing. The City hereby authorizes the officers and agents of the City to enter into, on its behalf, agreements and contracts in conjunction with the Notes, including but not limited to agreements and contracts for legal, trust, fiscal agency, disclosure and continuing disclosure, and rebate calculation services. Any such contract heretofore entered into in conjunction with the issuance of the Notes is hereby ratified and approved in all respects.

Section 11. Payment of the Notes; Fiscal Agent. The principal of and interest on the Notes shall be paid by Bond Trust Services Corporation, Roseville, Minnesota, which is hereby appointed as the City's registrar and fiscal agent pursuant to the provisions of Section 67.10(2), Wisconsin Statutes (the "Fiscal Agent"). The City hereby authorizes the Mayor and City Clerk or other appropriate officers of the City to enter into a Fiscal Agency Agreement between the City and the Fiscal Agent. Such contract may provide, among other things, for the performance by the Fiscal Agent of the functions listed in Wis. Stats. Sec. 67.10(2)(a) to (j), where applicable, with respect to the Notes.

Section 12. Persons Treated as Owners; Transfer of Notes. The City shall cause books for the registration and for the transfer of the Notes to be kept by the Fiscal Agent. The person in whose name any Note shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and payment of either principal or interest on any Note shall be made only to the registered owner thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Note to the extent of the sum or sums so paid.

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

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

Section 13. Record Date. The 15th day of the calendar month next preceding each interest payment date shall be the record date for the Notes (the "Record Date"). Payment of interest on the Notes on any interest payment date shall be made to the registered owners of the Notes as they appear on the registration book of the City at the close of business on the Record Date.

Section 14. Utilization of The Depository Trust Company Book-Entry-Only System. In order to make the Notes eligible for the services provided by The Depository Trust Company, New York, New York ("DTC"), the City agrees to the applicable provisions set forth in the Blanket Issuer Letter of Representations, which the City Clerk or other authorized representative of the City is authorized and directed to execute and deliver to DTC on behalf of the City to the extent an effective Blanket Issuer Letter of Representations is not presently on file in the City Clerk's office.

Section 15. Payment of Issuance Expenses. The City authorizes the Purchaser to forward the amount of the proceeds of the Notes allocable to the payment of issuance expenses to a financial institution selected by Ehlers at Closing for further distribution as directed by Ehlers.

Section 16. Condition on Issuance and Sale of the Notes. The issuance of the Notes and the sale of the Notes to the Purchaser are subject to approval by an Authorized Officer of the principal amount, definitive maturities, redemption provisions, interest rates and purchase price for the Notes, which approval shall be evidenced by execution by the Authorized Officer of the Approving Certificate.

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

Section 17. Official Statement. The Common Council hereby directs an Authorized Officer to approve the Preliminary Official Statement with respect to the Notes and deem the Preliminary Official Statement as "final" as of its date for purposes of SEC Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities and Exchange Act of 1934 (the "Rule"). All actions taken by the Authorized Officer or other officers of the City in connection with the preparation of such Preliminary Official Statement and any addenda to it or final Official Statement are hereby ratified and approved. In connection with the Closing, the appropriate City official shall certify the Preliminary Official Statement and any addenda or final Official Statement. The City Clerk shall cause copies of the Preliminary Official Statement and any addenda or final Official Statement to be distributed to the Purchaser.

Section 18. Undertaking to Provide Continuing Disclosure. The City hereby covenants and agrees, for the benefit of the owners of the Notes, to enter into a written undertaking (the "Undertaking") if required by the Rule to provide continuing disclosure of certain financial information and operating data and timely notices of the occurrence of certain events in accordance with the Rule. The Undertaking shall be enforceable by the owners of the Notes or by the Purchaser on behalf of such owners (provided that the rights of the owners and the Purchaser to enforce the Undertaking shall be limited to a right to obtain specific performance of the obligations thereunder and any failure by the City to comply with the provisions of the Undertaking shall not be an event of default with respect to the Notes).

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

Section 19. Record Book. The City Clerk shall provide and keep the transcript of proceedings as a separate record book (the "Record Book") and shall record a full and correct statement of every step or proceeding had or taken in the course of authorizing and issuing the Notes in the Record Book.

Section 20. Bond Insurance. If the Purchaser determines to obtain municipal bond insurance with respect to the Notes, the officers of the City are authorized to take all actions necessary to obtain such municipal bond insurance. The Mayor and City Clerk are authorized to agree to such additional provisions as the bond insurer may reasonably request and which are acceptable to the Mayor and City Clerk including provisions regarding restrictions on investment of Note proceeds, the payment procedure under the municipal bond insurance policy, the rights of the bond insurer in the event of default and payment of the Notes by the bond insurer and notices to be given to the bond insurer. In addition, any reference required by the bond insurer to the municipal bond insurance policy shall be made in the form of Note provided herein.

Section 21. 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 July 11, 2023.

____
Katie Rosenberg
Mayor

ATTEST:

____
Kaitlyn Bernarde
City Clerk

(SEAL)

EXHIBIT A

Approving Certificate

(See Attached)

APPROVING CERTIFICATE

The undersigned [Finance Director/Treasurer] [City Clerk] of the City of Wausau, Marathon County, Wisconsin (the "City"), hereby certifies that:

1. Resolution. On July 11, 2023, the Common Council of the City adopted a resolution (the "Resolution") authorizing the issuance and establishing parameters for the sale of not to exceed $11,170,000 General Obligation Promissory Notes, Series 2023B of the City (the "Notes") after a public sale and delegating to me the authority to approve the Preliminary Official Statement, to approve the purchase proposal for the Notes, and to determine the details for the Notes within the parameters established by the Resolution.

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

The Notes shall be issued in the aggregate principal amount of $__________, which is not more than the $11,170,000 approved by the Resolution, and shall mature on April 1 of each of the years and in the amounts and shall bear interest at the rates per annum as set forth in the Pricing Summary attached hereto as Schedule III and incorporated herein by this reference. The amount of each annual principal or mandatory redemption payment due on the Notes is not more than $450,000 more or less per maturity or mandatory redemption amount than the schedule included in the Resolution as set forth below:

Date	Resolution Schedule	Actual Amount
04-01-2024	$480,000	$___________
04-01-2025	790,000	___________
04-01-2026	1,095,000	___________
04-01-2027	1,140,000	___________
04-01-2028	1,175,000	___________
04-01-2029	1,210,000	___________
04-01-2030	1,250,000	___________
04-01-2031	1,300,000	___________
04-01-2032	1,340,000	___________
04-01-2033	1,390,000	___________

The true interest cost on the Notes (computed taking the Purchaser's compensation into account) is _________%, which is not in excess of 5.00%, as required by the Resolution.

3. Purchase Price of the Notes. The Notes shall be sold to the Purchaser in accordance with the terms of the Proposal at a price of $_________, plus accrued interest, if any, to the date of delivery of the Notes, which is not less than 99.0% nor more than 108.0% of the principal amount of the Notes, as required by the Resolution.

4. Redemption Provisions of the Notes. [The Notes shall not be subject to optional redemption.] [The Notes maturing on April 1, ______ and thereafter shall be subject to redemption prior to maturity, at the option of the City, on April 1, ______ or on any date thereafter. Said Notes shall be redeemable as a whole or in part, and if in part, from maturities selected by the City and within each maturity by lot, at the principal amount thereof, plus accrued interest to the date of redemption.] [The Proposal specifies that [some of] the Notes shall be subject to mandatory redemption. The terms of such mandatory redemption are set forth on an attachment hereto as Schedule MRP and incorporated herein by this reference.]

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

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

7. Approval. This Certificate constitutes my approval of the Proposal, and the principal amount, definitive maturities, interest rates, purchase price and redemption provisions for the Notes, in satisfaction of the parameters set forth in the Resolution.

IN WITNESS WHEREOF, I have executed this Certificate on _______________________, 2023 pursuant to the authority delegated to me in the Resolution.

____
Maryanne A. Groat
Finance Director/Treasurer

OR

____
Kaitlyn Bernarde
City Clerk

SCHEDULE I TO APPROVING CERTIFICATE

Bid Tabulation

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

(See Attached)

SCHEDULE II TO APPROVING CERTIFICATE

Proposal

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

(See Attached)

SCHEDULE III TO APPROVING CERTIFICATE

Pricing Summary

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

(See Attached)

SCHEDULE IV TO APPROVING CERTIFICATE

Debt Service Schedule and Irrepealable Tax Levies

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

(See Attached)

[SCHEDULE MRP

Mandatory Redemption Provision

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

For the Term Bonds Maturing on April 1, 20__

Redemption Date	Amount
____	$______
____	______
____	______ (maturity)

For the Term Bonds Maturing on April 1, 20__

Redemption Date	Amount
____	$______
____	______
____	______ (maturity)

For the Term Bonds Maturing on April 1, 20__

Redemption Date	Amount
____	$______
____	______
____	______ (maturity)

For the Term Bonds Maturing on April 1, 20__

Redemption Date	Amount
____	$______
____	______
____	______ (maturity)]

EXHIBIT B

(Form of Note)

	UNITED STATES OF AMERICA	
REGISTERED	STATE OF WISCONSIN	DOLLARS
	MARATHON COUNTY	
NO. R-___	CITY OF WAUSAU	$_______

GENERAL OBLIGATION PROMISSORY NOTE, SERIES 2023B

MATURITY DATE:	ORIGINAL DATE OF ISSUE:	INTEREST RATE:	CUSIP:
April 1, _____	________, 2023	____%	______

DEPOSITORY OR ITS NOMINEE NAME: CEDE & CO.

PRINCIPAL AMOUNT: _______________________ THOUSAND DOLLARS
($__________)

FOR VALUE RECEIVED, the City of Wausau, Marathon County, Wisconsin (the "City"), hereby acknowledges itself to owe and promises to pay to the Depository or its Nominee Name (the "Depository") identified above (or to registered assigns), on the maturity date identified above, the principal amount identified above, and to pay interest thereon at the rate of interest per annum identified above, all subject to the provisions set forth herein regarding redemption prior to maturity. Interest shall be payable semi-annually on April 1 and October 1 of each year commencing on April 1, 2024 until the aforesaid principal amount is paid in full. Both the principal of and interest on this Note are payable to the registered owner in lawful money of the United States. Interest payable on any interest payment date shall be paid by wire transfer to the Depository in whose name this Note is registered on the Bond Register maintained by Bond Trust Services Corporation, Roseville, Minnesota (the "Fiscal Agent") or any successor thereto at the close of business on the 15th day of the calendar month next preceding each interest payment date (the "Record Date"). This Note is payable as to principal upon presentation and surrender hereof at the office of the Fiscal Agent.

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

This Note is one of an issue of Notes aggregating the principal amount of $___________, all of which are of like tenor, except as to denomination, interest rate, maturity date and redemption provision, issued by the City pursuant to the provisions of Section 67.12(12), Wisconsin Statutes, for public purposes, including paying the cost of street, sidewalk, storm water and parking ramp improvement projects, tax incremental district projects, improvements to motor pool facilities, and other capital improvements, as authorized by a resolution adopted on July 11, 2023, as supplemented by an Approving Certificate, dated ______________, 2023 (collectively, the "Resolution"). Said Resolution is recorded in the official minutes of the Common Council for said date.

[This Note is not subject to optional redemption.]

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

[The Notes maturing in the years ________ are subject to mandatory redemption by lot as provided in the Resolution, at the redemption price of par plus accrued interest to the date of redemption and without premium.]

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

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

This Note is transferable only upon the books of the City kept for that purpose at the office of the Fiscal Agent, only in the event that the Depository does not continue to act as depository for the Notes, and the City appoints another depository, upon surrender of the Note to the Fiscal Agent, by the registered owner in person or his duly authorized attorney, together with a written instrument of transfer (which may be endorsed hereon) satisfactory to the Fiscal Agent duly executed by the registered owner or his duly authorized attorney. Thereupon a new fully registered Note in the same aggregate principal amount shall be issued to the new depository in exchange therefor and upon the payment of a charge sufficient to reimburse the City for any tax, fee or other governmental charge required to be paid with respect to such registration. The Fiscal Agent shall not be obliged to make any transfer of the Notes [(i)] after the Record Date[, (ii) during the fifteen (15) calendar days preceding the date of any publication of notice of any proposed redemption of the Notes, or (iii) with respect to any particular Note, after such Note has been called for redemption]. The Fiscal Agent and City may treat and consider the Depository in whose name this Note is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes whatsoever. The Notes are issuable solely as negotiable, fully-registered Notes without coupons in the denomination of $5,000 or any integral multiple thereof.

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

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

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

CITY OF WAUSAU
MARATHON COUNTY, WISCONSIN

By: ______________________________
Katie Rosenberg
Mayor

(SEAL)

By: ______________________________
Kaitlyn Bernarde
City Clerk

Date of Authentication: _______________, ______

CERTIFICATE OF AUTHENTICATION

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

BOND TRUST SERVICES CORPORATION,
ROSEVILLE, MINNESOTA

By_____________________________
Authorized Signatory

ASSIGNMENT

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

____

(Name and Address of Assignee)

____

(Social Security or other Identifying Number of Assignee)

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

Dated: ____________________

Signature Guaranteed:

____

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

____

(Depository or Nominee Name)

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

____

(Authorized Officer)

FINANCE COMMITTEE

Date and Time: Tuesday, June 13, 2023 @ 5:15 pm., Council Chambers
Members Present: Lisa Rasmussen, Michael Martens, Sarah Watson, and Doug Diny
Others Present: Maryanne Groat, Anne Jacobson, Eric Lindman, Todd Baeten, Randy Fifrick, Andrew Lynch, Gary Gisselman, Mary Goede

Discussion and possible action regarding General Obligation Promissory Notes, Series 2023B

Maryanne Groat stated the intention was to move along on these issues because there are projects underway, and proceeds are needed to pay the contractors. She reviewed an itemized list of projects included in the committee packet. All the issues were contemplating a 10-year amortization period, except for the TID #3 land which would be over 5 years. She projected a two-year principal deferral for the mall property.

Groat stated with the parking improvements and the land acquisition, the IRS says if it is going to benefit a private activity they will need to look to see if they can issue tax exempt debt or if we need taxable debt.
Groat indicated the city's bond counsel, Quarles & Brady, was comfortable that we could meet the requirements for the private activity. She stated regarding the County Concrete land, if we want to sell the property freely in the future, she recommended it be pulled out of this issue and break it into two issues of a taxable and tax-exempt.

Phil Cossan agreed by removing the $1.2 million and having it be a separate issue gives them the flexibility to be able to negotiate a better deal with a developer and receive the revenue from potential land sales, otherwise selling it for $1.00 as the only option. He stated there was no need for action today, they were just looking for feedback and it will be brought back with new parameters to the next meeting. Consensus of the committee was to have two separate borrowing issues.

****

FINANCE COMMITTEE

Date and Time: Tuesday, June 27, 2023 @ 5:30 pm., Council Chambers
Members Present: Lisa Rasmussen, Michael Martens, Carol Lukens, Sarah Watson, and Doug Diny
Others Present: Maryanne Groat, Katie Rosenberg, Eric Lindman, Jeremy Kopp, Solomon King, Tammy Stratz, Dustin Kraege, Kaitlyn Bernarde, and Phil Cossan – Ehlers (by WebEx)

Discussion and possible action regarding the resolution authorizing the issuance and establishing parameters for the sale of not to exceed $11,170,000 General Obligation Promissory Notes, Series 2023B

Phil Cossan, Ehlers, stated this a followup to discussion at the last meeting where the decision was to remove TID #3 and the land purchase from this issue. This gives the city more flexibility in their ability to sell land versus being restricted if those lands were tax-exempt. Also, with the delay in the T-Wall Project they were able to eliminate costs of approximately $750,000 out of the TID #12 piece. He stated this issue takes into account 2023 street, sidewalks, stormwater, sanitary sewer and water projects; the Motor Pool facilities; TID #8, TID #11, and TID #12 (without T-Wall piece) for the mall street grid.

Cossan stated they were looking to move this resolution and the next forward to Council on July 11th. The rating call would be mid-July and we are scheduled to take bids on both on August 3rd, with a closing on August 23rd.

Maryanne Groat stated it turned out to be approximately $1 million that was removed from this issue. Since the last meeting, some of it was related to the street projects and some of it to the parking ramp improvements. The quotes for those improvements were super high. She explained it had to do with the elevator of the Penney's Ramp and since there isn't a clear use for the Penney's building yet and there will be a lot of construction in that area, there was a concern that improvements made could get damaged during construction or demolition of the Penney's building. The decision was not to do those improvements which created additional savings.

Motion by Watson, second by Martens to approve Series 2023B. Motion carried 5-0.

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

RESOLUTION OF THE FINANCE COMMITTEE

Authorizing the Issuance and Establishing Parameters for the Sale of not to Exceed $1,280,000 Taxable General Obligation Promissory Notes, Series 2023C

Committee Action:	Approved 4-1
Fiscal Impact:	

File Number:	23-0712	**Date Introduced:**	July 11, 2023

WHEREAS, the Common Council hereby finds and determines that it is necessary, desirable and in the best interest of the City of Wausau, Marathon County, Wisconsin (the "City") to raise funds for public purposes, including paying the cost of land acquisition in tax incremental districts (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, the City is authorized by the provisions of Section 67.12(12), Wisconsin Statutes, to borrow money and issue general obligation promissory notes (the "Notes") for such public purposes;

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

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

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

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

Section 1. Authorization and Sale of the Notes; Parameters. For the purpose of paying costs of the Project, the City is authorized to borrow pursuant to Section 67.12(12), Wisconsin Statutes, the principal sum of not to exceed ONE MILLION TWO HUNDRED EIGHTY THOUSAND DOLLARS ($1,280,000) upon the terms and subject to the conditions set forth in this Resolution. Subject to satisfaction of the conditions set forth in Section 14 of this Resolution, the Mayor and City Clerk are hereby authorized, empowered and directed to make, execute, issue and sell to the financial institution that submitted the Proposal (the "Purchaser") for, on behalf of and in the name of the City, Notes aggregating the principal amount of not to exceed ONE MILLION TWO HUNDRED EIGHTY THOUSAND DOLLARS ($1,280,000). The purchase price to be paid to the City for the Notes shall not be less than 99.0% nor more than 110.0% of the principal amount of the Notes.

Section 2. Terms of the Notes. The Notes shall be designated "Taxable General Obligation Promissory Notes, Series 2023C"; shall be issued in the aggregate principal amount of up to $1,280,000; shall be dated as of their date of issuance; shall be in the denomination of $5,000 or any integral multiple thereof; shall be numbered R-1 and upward; and mature or be subject to mandatory redemption on the dates and in the principal amounts set forth below, provided that the principal amount of each maturity or mandatory redemption amount may be increased or decreased by up to $150,000 per maturity or mandatory redemption amount and that the aggregate principal amount of the Notes shall not exceed $1,280,000. The schedule below assumes the Notes are issued in the aggregate principal amount of $1,280,000.

Date	Principal Amount
04-01-2024	$225,000
04-01-2025	245,000
04-01-2026	255,000
04-01-2027	270,000
04-01-2028	285,000

Interest shall be payable semi-annually on April 1 and October 1 of each year commencing on April 1, 2024. The true interest cost on the Notes (computed taking the Purchaser's compensation into account) shall not exceed 6.50%. Interest shall be computed upon the basis of a 360-day year of twelve 30-day months and will be rounded pursuant to the rules of the Municipal Securities Rulemaking Board.

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

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

Section 5. Tax Provisions.

(A) Direct Annual Irrepealable Tax Levy. For the purpose of paying the principal of and interest on the Notes as the same becomes due, the full faith, credit and resources of the City are hereby irrevocably pledged, and there is hereby levied upon all of the taxable property of the City a direct annual irrepealable tax in the years 2023 through 2027 for the payments due in the years 2024 through 2028 in the amounts as are sufficient to meet the principal and interest payments when due.

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

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

Section 6. Segregated Debt Service Fund Account.

(A) Creation and Deposits. There 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 Taxable General Obligation Promissory Notes, Series 2023C" (the "Debt Service Fund Account") and such account shall be maintained until the indebtedness evidenced by the Notes is fully paid or otherwise extinguished. There shall be deposited into the Debt Service Fund Account (i) all accrued interest received by the City at the time of delivery of and payment for the Notes; (ii) any premium which may be received by the City above the par value of the Notes and accrued interest thereon; (iii) all money raised by the taxes herein levied and any amounts appropriated for the specific purpose of meeting principal of and interest on the Notes when due; (iv) such other sums as may be necessary at any time to pay principal of and interest on the Notes when due; (v) surplus monies in the Borrowed Money Fund as specified below; and (vi) such further deposits as may be required by Section 67.11, Wisconsin Statutes.

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

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

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

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

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

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

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

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

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

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

Section 13. Payment of Issuance Expenses. The City authorizes the Purchaser to forward the amount of the proceeds of the Notes allocable to the payment of issuance expenses to a financial institution selected by Ehlers at Closing for further distribution as directed by Ehlers.

Section 14. Conditions on Issuance and Sale of the Notes. The issuance of the Notes and the sale of the Notes to the Purchaser are subject to approval by an Authorized Officer of the principal amount, definitive maturities, redemption provisions, interest rates and purchase price for the Notes, which approval shall be evidenced by execution by the Authorized Officer of the Approving Certificate.

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

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

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

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

Section 17. Record Book. The City Clerk shall provide and keep the transcript of proceedings as a separate record book (the "Record Book") and shall record a full and correct statement of every step or proceeding had or taken in the course of authorizing and issuing the Notes in the Record Book.

Section 18. Bond Insurance. If the Purchaser determines to obtain municipal bond insurance with respect to the Notes, the officers of the City are authorized to take all actions necessary to obtain such municipal bond insurance. The Mayor and City Clerk are authorized to agree to such additional provisions as the bond insurer may reasonably request and which are acceptable to the Mayor and City Clerk including provisions regarding restrictions on investment of Note proceeds, the payment procedure under the municipal bond insurance policy, the rights of the bond insurer in the event of default and payment of the Notes by the bond insurer and notices to be given to the bond insurer. In addition, any reference required by the bond insurer to the municipal bond insurance policy shall be made in the form of Note provided herein.

Section 19. 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 July 11, 2023.

____
Katie Rosenberg
Mayor

ATTEST:

____
Kaitlyn Bernarde
City Clerk

(SEAL)

EXHIBIT A

Approving Certificate

(See Attached)

APPROVING CERTIFICATE

The undersigned [Finance Director/Treasurer] [City Clerk] of the City of Wausau, Marathon County, Wisconsin (the "City"), hereby certifies that:

1. Resolution. On July 11, 2023, the Common Council of the City adopted a resolution (the "Resolution") authorizing the issuance and establishing parameters for the sale of not to exceed $1,280,000 Taxable General Obligation Promissory Notes, Series 2023C of the City (the "Notes") after a public sale and delegating to me the authority to approve the Preliminary Official Statement, to approve the purchase proposal for the Notes, and to determine the details for the Notes within the parameters established by the Resolution.

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

The Notes shall be issued in the aggregate principal amount of $__________, which is not more than the $1,280,000 approved by the Resolution, and shall mature on April 1 of each of the years and in the amounts and shall bear interest at the rates per annum as set forth in the Pricing Summary attached hereto as Schedule III and incorporated herein by this reference. The amount of each annual principal or mandatory redemption payment due on the Notes is not more than $150,000 more or less per maturity or mandatory redemption amount than the schedule included in the Resolution as set forth below:

Date	Resolution Schedule	Actual Amount
04-01-2024	$225,000	$___________
04-01-2025	245,000	___________
04-01-2026	255,000	___________
04-01-2027	270,000	___________
04-01-2028	285,000	___________

The true interest cost on the Notes (computed taking the Purchaser's compensation into account) is _________%, which is not in excess of 6.50%, as required by the Resolution.

3. Purchase Price of the Notes. The Notes shall be sold to the Purchaser in accordance with the terms of the Proposal at a price of $_________, plus accrued interest, if any, to the date of delivery of the Notes, which is not less than 99.0% nor more than 110.0% of the principal amount of the Notes, as required by the Resolution.

4. Redemption Provisions of the Notes. [The Notes shall not be subject to optional redemption.] [The Notes maturing on April 1, ______ and thereafter shall be subject to redemption prior to maturity, at the option of the City, on April 1, ______ or on any date thereafter. Said Notes are redeemable as a whole or in part, and if in part, from maturities selected by the City and within each maturity by lot, at the principal amount thereof, plus accrued interest to the date of redemption.] [The Proposal specifies that [some of] the Notes are subject to mandatory redemption. The terms of such mandatory redemption are set forth on an attachment hereto as Schedule MRP and incorporated herein by this reference.]

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

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

7. Approval. This Certificate constitutes my approval of the Proposal, and the principal amount, definitive maturities, interest rates, purchase price and redemption provisions for the Notes, in satisfaction of the parameters set forth in the Resolution.

IN WITNESS WHEREOF, I have executed this Certificate on ____________________, 2023 pursuant to the authority delegated to me in the Resolution.

____
Maryanne A. Groat
Finance Director/Treasurer

OR

____
Kaitlyn Bernarde
City Clerk

SCHEDULE I TO APPROVING CERTIFICATE

Bid Tabulation

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

(See Attached)

SCHEDULE II TO APPROVING CERTIFICATE

Proposal

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

(See Attached)

SCHEDULE III TO APPROVING CERTIFICATE

Pricing Summary

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

(See Attached)

SCHEDULE IV TO APPROVING CERTIFICATE

Debt Service Schedule and Irrepealable Tax Levies

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

(See Attached)

[SCHEDULE MRP

Mandatory Redemption Provision

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

For the Term Bonds Maturing on April 1, 20__

Redemption Date	Amount
____	$______
____	______
____	______ (maturity)

For the Term Bonds Maturing on April 1, 20__

Redemption Date	Amount
____	$______
____	______
____	______ (maturity)

For the Term Bonds Maturing on April 1, 20__

Redemption Date	Amount
____	$______
____	______
____	______ (maturity)

For the Term Bonds Maturing on April 1, 20__

Redemption Date	Amount
____	$______
____	______
____	______ (maturity)]

EXHIBIT B

(Form of Note)

UNITED STATES OF AMERICA

REGISTERED | STATE OF WISCONSIN | DOLLARS

MARATHON COUNTY

NO. R-___ | CITY OF WAUSAU | $_______

TAXABLE GENERAL OBLIGATION PROMISSORY NOTE, SERIES 2023C

MATURITY DATE:	ORIGINAL DATE OF ISSUE:	INTEREST RATE:	CUSIP:
April 1, _____	_______________, 2023	____%	______

DEPOSITORY OR ITS NOMINEE NAME: CEDE & CO.

PRINCIPAL AMOUNT: _______________________ THOUSAND DOLLARS ($___________)

FOR VALUE RECEIVED, the City of Wausau, Marathon County, Wisconsin (the "City"), hereby acknowledges itself to owe and promises to pay to the Depository or its Nominee Name (the "Depository") identified above (or to registered assigns), on the maturity date identified above, the principal amount identified above, and to pay interest thereon at the rate of interest per annum identified above, all subject to the provisions set forth herein regarding redemption prior to maturity. Interest shall be payable semi-annually on April 1 and October 1 of each year commencing on April 1, 2024 until the aforesaid principal amount is paid in full. Both the principal of and interest on this Note are payable to the registered owner in lawful money of the United States. Interest payable on any interest payment date shall be paid by wire transfer to the Depository in whose name this Note is registered on the Bond Register maintained by Bond Trust Services Corporation, Roseville, Minnesota (the "Fiscal Agent") or any successor thereto at the close of business on the 15th day of the calendar month next preceding each interest payment date (the "Record Date"). This Note is payable as to principal upon presentation and surrender hereof at the office of the Fiscal Agent.

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

This Note is one of an issue of Notes aggregating the principal amount of $_________, all of which are of like tenor, except as to denomination, interest rate, maturity date and redemption provision, issued by the City pursuant to the provisions of Section 67.12(12), Wisconsin Statutes, for public purposes, including paying the cost of land acquisition in tax incremental districts, as authorized by a resolution adopted on July 11, 2023, as supplemented by an Approving Certificate, dated ______________, 2023 (collectively, the "Resolution"). Said Resolution is recorded in the official minutes of the Common Council for said date.

[This Note is not subject to optional redemption.]

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

[The Notes maturing in the years ________ are subject to mandatory redemption by lot as provided in the Resolution, at the redemption price of par plus accrued interest to the date of redemption and without premium.]

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

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

This Note is transferable only upon the books of the City kept for that purpose at the office of the Fiscal Agent, only in the event that the Depository does not continue to act as depository for the Notes, and the City appoints another depository, upon surrender of the Note to the Fiscal Agent, by the registered owner in person or his duly authorized attorney, together with a written instrument of transfer (which may be endorsed hereon) satisfactory to the Fiscal Agent duly executed by the registered owner or his duly authorized attorney. Thereupon a new fully registered Note in the same aggregate principal amount shall be issued to the new depository in exchange therefor and upon the payment of a charge sufficient to reimburse the City for any tax, fee or other governmental charge required to be paid with respect to such registration. The Fiscal Agent shall not be obliged to make any transfer of the Notes [(i)] after the Record Date[, (ii) during the fifteen (15) calendar days preceding the date of any publication of notice of any proposed redemption of the Notes, or (iii) with respect to any particular Note, after such Note has been called for redemption]. The Fiscal Agent and City may treat and consider the Depository in whose name this Note is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes whatsoever. The Notes are issuable solely as negotiable, fully-registered Notes without coupons in the denomination of $5,000 or any integral multiple thereof.

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

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

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

CITY OF WAUSAU
MARATHON COUNTY, WISCONSIN

By: ________________________________
Katie Rosenberg
Mayor

(SEAL)

By: ________________________________
Kaitlyn Bernarde
City Clerk

QB\81702277.1

Date of Authentication: _______________, ______

CERTIFICATE OF AUTHENTICATION

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

BOND TRUST SERVICES CORPORATION,
ROSEVILLE, MINNESOTA

By_____________________________
Authorized Signatory

ASSIGNMENT

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

____

(Name and Address of Assignee)

____

(Social Security or other Identifying Number of Assignee)

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

Dated: ____________________

Signature Guaranteed:

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

______________________________ (Depository or Nominee Name)

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

___________________________ (Authorized Officer)

FINANCE COMMITTEE

Date and Time: Tuesday, June 13, 2023 @ 5:15 pm., Council Chambers
Members Present: Lisa Rasmussen, Michael Martens, Sarah Watson, and Doug Diny
Others Present: Maryanne Groat, Anne Jacobson, Eric Lindman, Todd Baeten, Randy Fifrick, Andrew Lynch, Gary Gisselman, Mary Goede

Discussion and possible action regarding General Obligation Promissory Notes, Series 2023B

Maryanne Groat stated the intention was to move along on these issues because there are projects underway, and proceeds are needed to pay the contractors. She reviewed an itemized list of projects included in the committee packet. All the issues were contemplating a 10-year amortization period, except for the TID #3 land which would be over 5 years. She projected a two-year principal deferral for the mall property.

Groat stated with the parking improvements and the land acquisition, the IRS says if it is going to benefit a private activity they will need to look to see if they can issue tax exempt debt or if we need taxable debt.
Groat indicated the city's bond counsel, Quarles & Brady, was comfortable that we could meet the requirements for the private activity. She stated regarding the County Concrete land, if we want to sell the property freely in the future, she recommended it be pulled out of this issue and break it into two issues of a taxable and tax-exempt.

Phil Cossan agreed by removing the $1.2 million and having it be a separate issue gives them the flexibility to be able to negotiate a better deal with a developer and receive the revenue from potential land sales, otherwise selling it for $1.00 as the only option. He stated there was no need for action today, they were just looking for feedback and it will be brought back with new parameters to the next meeting. Consensus of the committee was to have two separate borrowing issues.

****

FINANCE COMMITTEE

Date and Time: Tuesday, June 27, 2023 @ 5:30 pm., Council Chambers
Members Present: Lisa Rasmussen, Michael Martens, Carol Lukens, Sarah Watson, and Doug Diny
Others Present: Maryanne Groat, Katie Rosenberg, Eric Lindman, Jeremy Kopp, Solomon King, Tammy Stratz, Dustin Kraege, Kaitlyn Bernarde, and Phil Cossan – Ehlers (by WebEx)

Discussion and possible action regarding the resolution authorizing the issuance and establishing parameters for the sale of not to exceed $1,280,000 Taxable General Obligation Promissory Notes, Series 2023C

Phil Cossan, Ehlers, stated this is a taxable issue strictly for TID #3 and the land purchase. He noted due to the life of that district, it is a five-year issue and is non-callable to make it more attractive.

Motion by Martens, second by Watson to approve. Motion carried 4-1. (*Diny was the dissenting vote.*)

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

RESOLUTION OF THE CAPITAL IMPROVEMENTS & STREET MAINTENANCE COMMITTEE

Approving 2023 Alley Pavement Project and Authorization to Let Bids

Committee Action:	Failed 0-5
Fiscal Impact:	Estimated construction cost $40,000; estimated special assessments $14,300
File Number:	23-0405
Date Introduced:	July 11, 2023

FISCAL IMPACT SUMMARY			
COSTS	*Budget Neutral*	Yes ☐ No ☒	
	Included in Budget:	Yes ☒ No ☐	*Budget Source:*
	One-time Costs:	Yes ☒ No ☐	*Amount: $40,000*
	Recurring Costs:	Yes ☐ No ☐	*Amount:*
SOURCE	*Fee Financed:*	Yes ☐ No ☐	*Amount:*
	Grant Financed:	Yes ☐ No ☐	*Amount:*
	Debt Financed:	Yes ☒ No ☐	*Amount:$40,000* *Annual Retirement*
	TID Financed:	Yes ☐ No ☐	*Amount:*
	TID Source: Increment Revenue ☐ *Debt* ☐ *Funds on Hand* ☐ *Interfund Loan* ☐		

RESOLUTION

WHEREAS, the following alley has been proposed for improvements under the 2023 Alley Pavement Project:

Alley bounded by Hamilton Street, Adams Street, North 8th Street and North 9th Street

WHEREAS, this project is assessable in whole or in part to the abutting property owners for special benefits conferred upon properties by the improvement of the abovementioned alleys; a preliminary resolution to levy special assessments to the abutting owners was adopted by the Common Council on April 25, 2023; and the Engineer's report has been filed with the City Clerk, and

WHEREAS, the Board of Public Works conducted public hearings for the project special assessments on May 23, 2023, and

WHEREAS, a number of the abutting property owners at the public hearing opposed the paving of the alley under the project and the assessment of costs to the abutting owners; and

WHEREAS, the Capital Improvements and Street Maintenance Committee discussed the proposed project and comments provided by the abutting residents at the public hearing at its meeting on June 8, 2023 and failed to approve the project on a failed vote of 0-5

NOW THEREFORE, BE IT RESOLVED that the Common Council authorizes securing of bids and improvements to the alley bounded by Hamilton Street, Adams Street, North 8th Street and North 9th Street under the 2023 Alley Pavement Project.

Approved:

____
Katie Rosenberg, Mayor

Date of Meeting: May 23, 2023, at 4:00 p.m. in the Council Chambers

Members Present: Eric Lindman, Anne Jacobson

Also Present: Allen Wesolowski, Lori Wunsch

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

PUBLIC HEARING: 2023 Alley Paving Project
Alley bounded by Hamilton Street, Adams Street, North 8th Street and North 9th Street

Lindman explained the purpose of the meeting is to take testimony and comments from property owners regarding special assessments. The comments received are forwarded to the Capital Improvements and Street Maintenance Committee (CISM) which will meet June 8, 2023 at 5:15 p.m. CISM will approve, disapprove, or modify the plans or assessments for the project and forward a recommendation to the Common Council. It is anticipated the Common Council will take action at the June 13, 2023 meeting. There were no objections to dispense with the reading of the official hearing notice.

Lindman indicated the 2023 assessment rate is estimated at $15 per foot.

Lindman stated staff from the Engineering Department will be available after the public hearing if there are specific questions about individual properties or the work to be done under the project.

Lindman explained the purpose today is for residents to come forward, provide comments and ask questions. There is not an interaction back and forth, but all comments and questions will be taken for the record and presented to CISM.

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

Robert Baumann is not a property owner but lives at 817 Hamilton Street. He is appearing on behalf of his mother who owns the property. He collected signatures to have the alley paved. When he first inquired about alley paving, he was told there was a grant available for paving the alley. The grant would cover the costs, the paving would not raise taxes but would raise their property values and would do something about the gravel eroding and potholes. He would like clarification on how this is paid for and what the process is.

Gaylene Davis, 802 Adams Street, does not use the alley and does not need to use the alley. By her count, four of the seventeen houses in the block need the alley to access their garage. She has a strong feeling that twelve of the seventeen people should not have to pay for this. There should be some other way of doing the alley, maybe at a different cost. She is not prepared to pay $900 for property she never uses.

Joan Smith, 1110 North 9th Street, has an unusual situation. Most of the old blocks in this neighborhood have an alley down the middle of the block. In her case, there is an extra house and an alley. She has a very small house right up against the alley. Currently, the gravel is the only saving grace because water pours down east hill towards her house, down Franklin hill toward her house, and from the parking pad behind her house. She gets water from all directions. She had an excavator look at the situation. He said it is a tough situation; the alley has no drainage, and the water will come into her foundation. He felt there is no need to have paving since people are not driving the speed limit down the alley. A smooth surface being placed there instead of gravel is a very threatening concept to her. She has a nonconforming lot and there are no side yards and no backyard. The person that looked at her situation said there is really no way to solve it based on where she is situated in the block. Water pours into her basement from the parking pad behind her. She was told at the time that proper drainage would be made to make sure it was not a problem for her foundation, but that is not the case. It is much wetter since that went in. Her south wall is currently dry, and she would like to keep it that way. Someone said a possibility is to use a better grade of gravel and to maintain the alley more. She is hoping there are other options besides putting a smooth surface next to her house that would very likely drain in. She provided pictures.

Blaine Davis, 802 Adams Street, stated when the gentleman came around for signatures on the petition, he said there would be no charge. He thought it was a great idea since he did not have to pay for it. He was naive enough to believe he would not have to pay for it. There are about four houses that have a need for the alley. Baumann would have only gotten four signatures on the petition had they known. He has no need and does not think he should pay for his neighbor's driveway.

Aaron Olson, 830 Adams Street, does not have a need for the alley. He is interested to see how the entrance to the alley is resolved as it is caved in. He asked if that would be a part of the project, or if there is an additional assessment for it.

Lindman noted two written comments were received and put into record. One was from Mark and Carrie Asplund of 810 Adams Street and the other was from Elizabeth Brodek of 814 Adams Street. Both are opposed to the project.

Robert Baumann asked if there was an alternative solution as not everyone on Hamilton Street uses the alley. He shares a driveway with his neighbor, the Lashua's, that connects to the alley and suggested discontinuing a portion of the alley. He asked that at all possible solutions be looked at.

No one further came forward for comment and the public hearing was closed.

Wesolowski explained that each year the City typically sets aside money for the paving of one alley. The City pays for the excavation, any storm sewer that needs to be extended and base course. The property owner pays for the asphalt, which is estimated at $15 per foot. The actual cost is dependent on the bids. The City does not proactively look for alleys to pave; we wait for petitions to come in from property owners. Typically, alleys are tough to pave because there are bushes, trees, poles, etc. This is a particularly difficult alley. There are houses and garages right against the alley. When worried about water, we try to invert the crown of the road so the edges are higher and sloped to the middle. This is to try to keep the water at the center of the alley. If this moves forward, the project would be bid out and constructed later this summer.

Lindman noted that the comments received will be forwarded to CISM, which meets June 8 at 5:15 pm. CISM will make a recommendation to the Common Council. Council will make the determination whether to let bids for this project.

Gaylene Davis asked if the committee could decide to drop the project and not move it forward. Lindman explained they may vote against it, but it would still go on to Council for a final decision.

A resident from the audience asked how much effect their voices today have on the decision. Lindman stated the committee members are very interested in what the public has to say and will consider all comments.

Lindman moved to adjourn the meeting. Seconded by Jacobson and the motion passed. Meeting adjourned at approximately 4:15 pm.

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

2023 Alley Paving Project: Discuss public hearing results and make recommendation

Larson asked if anyone in attendance wished to speak on this item.

Liz Brodek, 814 Adams Street, submitted public comment that was included in the packet. She is against the project for several reasons. Adams Street has one house with driveway access to the alley. Of the 6 properties abutting the alley, 4 of them are fenced off and have no access to use the alley. They would be assessed for something they are not able to use. She has lived in this house for almost 2 years and had never been back there until this item came up. The alley is very narrow. There are a lot of old fences and foliage that very closely abut the alley. She is concerned about something going wrong during the paving project with all of the large machinery. Her fence is over 20 years old and having to replace a historic fence would be problematic and not budgeted for. If this were a sidewalk project or a street project where it is something that everyone can use, she would not be against this. Only a handful of people on the block utilize it. Because it is not a true public good in her opinion, she stands against the project.

Gaylene Davis, 802 Adams Street, stated there are 19 houses on the block; 2 have no alley access. Of the 17 houses that abut the alley, only 4 need it for access. The others do not but are being asked to pay for the alley. It is a long alley, crooked and it would be difficult to pave. She feels this would be a waste of money and believes there is another alley that would benefit more.

Joan Smith has lived at 1110 North 9th Street for 40 years. She has watched many projects up and down the alley. She has had all kinds of conversations over the years about a parking pad, driveways, foundation for a garage, a shed, fences, etc. The conversations are always the same in the end; what will this do to the drainage and will this hurt my land when there is no place for the water to go. The answer always was there needs to be a manhole and storm sewer. This alley is lower than the lots and was never engineered correctly. Her house is right against the alley and water drains into her basement. She likes the gravel surface as it is semi-permeable and water evaporates; a smooth surface is completely different. That block is not set up to hold water. She is afraid of what will happen to her foundation, which she expects would be further compromised. Her south wall is the only wall that is currently dry. With smooth surface run off next to it, she does not know what to expect. She was told water could be directed to the middle of the alley, but that does not deal with the fact that the alley is too low to begin with. There are not elevations to move water east and west for the length of the block. Her concerns are structural and feels it could mean the end of her home and secure foundation. She hopes there is another option besides pavement. She feels a smooth surface runoff is an incredibly big problem on that block. It is already a very wet block with no accommodation for drainage. Her concern is structural and financial as it risks her home. She suggested using a better grade of gravel on that block. With a cheap grade of gravel you get big stones that get kicked out and you get potholes. Using a good grade of gravel that is more compacted would provide the residents a nice surface without having to pave and create more problems.

Blaine Davis has lived at 802 Adams Street for 30 years. His driveway runs along the alley and exits onto 8th Street. He has no use for the alley. Over the years he has seen traffic come down the alley at a good speed. He has wondered how they could see oncoming traffic; one side is blind by bushes and the other is open sidewalk. He is amazed there have not been close calls over the years. He is concerned about turnover; new people coming into the neighborhood may decide the pavement is faster and easier to travel down. When he has family gatherings he places children at play signs because of that fear.

Robert Baumann is an occupant at 817 Hamilton Street and appeared on behalf of his mother who owns the house. He thought this would be a good idea and collected signatures. He apologized to any neighbor that has stressed about this. He thought it would be a good idea because gravel washes off the alley onto his mother's and her neighbor's driveway. There are also potholes and he thought this would be a solution. From his perspective there is not a lot of popularity for this. He is unsure if there is a way to fix the problem that would be good for everyone and not expensive. He suggested looking for alternative solutions that would work for everyone or if all else fails, squash it. He again apologized if this brought stress.

Diny said this is not necessarily a popularity contest and should be based on facts. He walked the alley with Smith. The challenges are real. It is too narrow for a standard paving machine. It is very flat and there is no place for the water to go. It is crooked and there are telephone poles in the alley. From the engineering challenges he believes we would be better off letting it go as it has been. Potentially there may be consideration for different types of gravel. He agrees a hard surface would make more problems than it solves.

Rasmussen agrees with Diny. Based on the public hearing results and comments today, she also has concerns for Smith's basement. Rasmussen feels this request should be denied.

Rasmussen moved to approve the 2023 Alley Paving Project. Seconded by Gisselman.

Gisselman asked if there are other alleys on East Hill that are paved. He questioned why it has taken so long for the pavement of those alleys, especially on the hill. He asked if there was a way to pave the alley without large machinery or if it would be impossible. Wesolowski said anything is possible, but this alley would be difficult. It is narrower than most. We would have to extend storm sewer. There are poles, bushes and fences close to the alley. It would be one of the more difficult and challenging alleys that we have ever paved. He noted that staff does not go out and look for alleys to pave; we wait for petitions to be submitted. Gisselman mentioned the petition and number of signatures from both sides of the alley. Some do not have access to the alley but for the good of the neighborhood they are willing to pay for this. He is sensitive to the people that signed the petition because he feels that they need and want the alley paved. He is torn on this item and asked if there was any other feedback at the public hearing in support.

Diny asked if the cost of the project would be over the estimated $25,000 if storm sewer is extended. Wesolowski confirmed and said the project would be over budget.

In reading the minutes of the public hearing and the comments in the packet, Rasmussen feels a couple of the people that signed the petition were not aware of the assessment. A couple of them may have wanted their signatures removed once that was revealed. There are some alleys that benefit from paving, especially if they are alleys that retain water and dirt splashes on houses. In this case, it does not sound like there is a ton of traffic. Even if there are areas that are holding water, the addition of gravel and grading normally takes care of that. She thinks we should not do this one. She understands the reason for the petition, but typically when we approve these, almost everyone on the block signs the petition. This is one of the few alley paving projects where she has seen this much opposition.

There being a motion and a second, motion to approve the 2023 Alley Paving Project failed 0-5.

Agenda Item No.
2

STAFF REPORT TO CISM COMMITTEE – June 8, 2023

AGENDA ITEM
2023 Alley Paving Project: Discuss public hearing results and make recommendation
BACKGROUND
A petition to pave the alley was received by the Engineering Department. CISM voted to hold a public hearing. The Board of Public Works held the meeting to take comments. The comments from the Board of Public Works public hearing are attached.
FISCAL IMPACT
The City has set aside $25,000 in the 2023 engineering budget to cover a portion of the cost. Residents would be assessed the cost of the asphalt.
STAFF RECOMMENDATION
Based upon comments received at the public hearing, staff does not recommend approving the project.
Staff contact: Allen Wesolowski 715-261-6762

From Mark + Carrie Asplund
810 Adams St.
Proposed installation of butimous concrete to our alley

Dear Engineering Department of the City of Wausau Capital Improvements and Street Maintenance Committee, and Mayor Katie Rosenberg.

Re: Assessment and proposed pavement of Alley between Adams, Hamilton, 8th, and 9th St.
— I/We cannot attend public hearing as we are out of town so I will protest with this letter.

We are vehemently oppossed to the assessment and paving of the Alley behind our house. We never use it. It is very seldom used in fact. It doesn't even have an access point to our property. The push to asphalt the alley must be coming from one person or a small group. Why should we pay for their second drive way. Adams, Hamilton, 8th, and 9th street are already back streets to Wausau with little traffick. We almost never see cars when accessing our driveway. Public good road maintenance paid by all is in general a good thing but that is not true for this little used private alley.

Additionally butimous concrete is a toxic substance contributing to polluting our environment. If the alley has bumps grade it. It is an alley not a road.

Finally city money or funds could be better used to fill in the craters and pot holes on 8th 9th Adams, and Hamilton itself. What a poor way to use the power to tax us for benefits of a few with connections

Sincerely,

Mark + Carrie Asplund
810 Adams Street
Wausau, WI
54403

Lori Wunsch

From: Elizabeth Brodek <elizabethbrodek@gmail.com>
Sent: Tuesday, May 23, 2023 3:42 PM
To: Lori Wunsch
Subject: [EXTERNAL] Comment on Alley Bounded by Hamilton Street, Adams Street, N 8th Street, and N 9th Street

Hi, Lori,

Please see my comment below on this proposed project. I was working on my UWSP class all weekend so I was unable to get out to organize a counter-petition as I was planning/hoped to do. Please let me know that you received this so I know it's entered into the public record.

To Whom It May Concern:

I am writing to oppose the paving of the alley in the subject line above. My property, 814 Adams St., and many others on this block of Adams Street, do not have access to this alley. Only one house on our block of Adams Street has access to it. Many of the houses on Adams Street, including mine, have fences that block off access to the alley entirely. Others have bushes and trees that effectively prohibit access to the alley. Additionally, this alley is bounded by garages, fences, and relatively mature trees and bushes which I do not want to see damaged in the process of alley construction.

If I were receiving an assessment for sidewalk or street repair I would not be contesting that, as it benefits everyone on the street and in the neighborhood. However, this alley project only stands to benefit a small handful of people, mostly on Hamilton Street, and is not widely used by the public so does not provide a worthwhile public benefit.

Please let me know if you have any questions or if there is any other information I can provide. I appreciate your careful consideration of this project.

Sincerely,

Liz Brodek

814 Adams St.

Wausau, WI 54403

(262) 930-7707

From: Joan Smith, jemsmith@charter.net
Date: May 25, 2023 at 10:45:13 AM CDT
Subject: Alley paving, adjacent to 1110 N 9th St.

Hello.

I am writing in regard to the petition to pave the alley bounded by 8th, 9th, Adams and Hamilton Streets.

First, there are problems with the petition. It was presented by someone who is not a property owner or tax payer. He dtated no reason for wanting the alley paved. Next, he told residents there would beno cost to them, and their taxes would not go up. Some now say they wouldn't have signed.

Since my house is right on the alley, I am very concerned about a proposal to pave it with a solid surface. I attended the public meeting but did not hear any knowledgeable comments on the engineering of moving a lot of water through that narrow alley in this old neighborhood. What is the best way to deal with drainage if that alley ever has a smooth surface? We were assured that the a V'd surface would take care of the problem, which is an easy answer that ignores the complexities of quickly moving a lot of water down a narrow, block-long alley. Where are the high and low points in that alley? Where are the blue prints concerning elevations? Where is the assurance that they will shoot grades for all elevations? Where is the report from the city surveyor? Where will all the water go? Is anyone sure? Water is very likely to end up in my basement. There is no storm sewer.

Already water from both east and south hills, and a low parking pad behind my house runs toward my basement, comprising my foundation. This is a very difficult location concerning drainage. I could go on – for instance, winter. I strongly voice my opinion to keep gravel as the surface of this alley. Water soaks in and evaporates. It can be re-graded. It's the best product for this alley. My south basement wall is currently dry and I'd like to keep it that way. I hope this isn't already a done deal. Thank you .

PETITION

TO THE MAYOR AND COMMON COUNCIL
OF THE CITY OF WAUSAU, WISCONSIN

RECEIVED
For Office Use
MAR 13 2023
CITY OF WAUSAU
CITY CLERK
Date Filed with City Clerk

A Petition For:

- ☐ Alley Vacation
- ☐ Blacktop Paving
- ☐ Curb and Gutter
- ☐ Sanitary Sewer
- ☐ Street Light
- ☐ Street Vacation
- ☐ Storm Sewer
- ☐ Watermain
- ☐ Zoning Change
- ☒ Other as Follows: Alley paving

The undersigned petitioners respectfully request that your honorable body take such action as will cause the: alley in the 800 block between Hamilton St and Adams St to be paved

Signature of Electors	Print Name Clearly	Print Home Address	Date of Signing
1. Ann Larrabee	Ann Larrabee	817 Hamilton St	24 Feb 2023
2. Michael Lashua	Michael Lashua	821 Hamilton St	3/6/2023
3. Joani Lashua	Joani Lashua	821 Hamilton St	3-6-23
4. [illegible]	Ryan Kellenberger	818 Adams St	3-6-23
5. Stephen B Davis	Stephen B Davis	802 Adams St.	3-6-23
6. Megan Derfus	Megan Derfus	815 Hamilton St.	3-6-23
7. Dale Burgess	Dale Burgess	824 Adams St	3-6-23
8. [illegible]	Rod Rueger	1116 N. 9th St.	3-10-23
9. [illegible]	Erin Bailey	809 Hamilton St.	3-11-23
10. [illegible]	Emily Ley	805 Hamilton St	3-12-23
11.			
12.			
13.			
14.			
15.			

AFFIDAVIT OF CIRCULATOR

STATE OF WISCONSIN
CITY OF WAUSAU Robert Baumann being duly sworn disposes and says that he is a resident of the affected area, residing at 817 Hamilton St in the City of Wausau; that he is personally acquainted with the persons who have signed the foregoing petition; that he knows them to be residents of the affected area; that they signed the same with full knowledge of the contents thereof; that their respective residents are stated therein; that each signer signed the same on the date stated opposite his name; and that he intends to support the petition.

Filed in the Office of the City Clerk and sworn to before me this 13 day of March, 2023

Kathryn J. Bernarde
Signature of City Clerk or designee

Robert Baumann
(Signature of Circulator)

817 Hamilton St.
(Address of Circulator)


1110

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

RESOLUTION OF THE ECONOMIC DEVELOPMENT COMMITTEE

Approving the request of Asch Properties, LLC (Infused) at 180 E. Wausau Ave., to extend one-year occupancy deadline and modify project plan.

Committee Action:	Approved 5–0
Fiscal Impact:	None
File Number: 22-0709	**Date Introduced:** July 11, 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, a sale of 180 E. Wausau Ave. was approved by the Common Council on July 12, 2022 and the closing of the sale of the property to Asch Properties, LLC, occurred on August 19, 2022; and

WHEREAS, Deed Restrictions recorded with the conveyance include a requirement that construction be complete consistent with the response to the RFP that was accepted by the City, and occupancy reached within one year of the date of closing; and

WHEREAS, Owner responded to the City's Request for Proposal to redevelop the property located at 180 E. Wausau Ave., and submitted a proposal to construct a public indoor green space; and

WHEREAS, Owner has made many improvements to the property since closing, but has requested an extension of time to reach occupancy beyond the first year, to August 19, 2024, to complete proposed indoor green space, kitchen area, growing beds, storage and exterior hardscape planters, and to modify their response to include solar installation and water runoff systems with the complete repair of the roof; and

WHEREAS, Deed Restrictions recorded with the conveyance include a requirement that any modification requests from the original proposal shall require CITY approval; and

WHEREAS, Owner has requested delaying the solar installation and water runoff systems to coincide with the complete repair of the roof, which they estimate to happen within 5 years; and

WHEREAS, your Economic Development Committee, at their July 5, 2023 meeting, discussed and recommended approval with a 5-0 vote.

NOW, THEREFORE, BE IT RESOLVED, that the Common Council of the City of Wausau, hereby approves the request of Asch Properties, LLC to extend the one-year deadline within which to complete construction and reach occupancy at 180 E. Wausau Ave., to August 19, 2024, and the modification to their response to the City's Request for Proposal, as outlined above.

Approved:

____

Katie Rosenberg, Mayor

To the Wausau City Council,

We are writing to ask for an extension to the deed restriction of 180 E Wausau Ave. It is unlikely that occupancy will be reached on August 19, 2023. We are requesting a one year extension to August 19, 2024.

The following progress has been made since the purchase of the property:

- Roof repairs: The roof has serious damage that we have been able to patch. A total replacement of the roof is necessary within 5 years. Bids have been placed and the cost of a new roof is $80,000.
- Heating and cooling: There was no functional heating and the building was winterized. We have completely updated the heating and added a cooling system.
- Electrical: To add the air handler and heating units, the electrical panels required updating.
- Overhead doors: All overhead doors (9) have been replaced, which has greatly transformed the look of the building—specifically the glass doors—and greatly improved the energy efficiency of a building with doors that were damaged and severely ill-fitting.
- Plumbing: The water to the building was completely shut off with the winterization of the building. This has been turned on and multiple plumbing areas have been updated.
- Engineering: The proposed event space has been designed and approved by the state and city. Details of these plans have been submitted to the city inspector.
- Plant growth: Multiple plant species have been growing with potting and semi-permanent beds.
- The distillation apparatus has been acquired.
- Storage solutions have been created for equipment to be properly maintained (south side of building)

The following steps require an extension of the deed restriction, but will be finished prior to August 19, 2024

- Proposed indoor green space completion: The acquisition of a general contractor was delayed due to availability. Construction is expected to start in August.
- Kitchen area: This is included in the plans submitted to the city.
- Growing beds, including hydroponic growing: As construction starts, the growing space in the south area will contain growing beds. The hydroponic equipment has been purchased and requires Wi-Fi to function. Wi-Fi will be set up at the completion of construction.
- Further storage solutions will be expanded for tables, chairs and electrical equipment.
- Exterior hardscape planters will be constructed.

The following are modifications to the RFP.

- Solar installation and water runoff systems will be added with the complete repair of the roof, as the estimated cost of replacement is beyond what was budgeted. This is a five year timeline. The temporary repairs to the roof allow it to be functional.

Total to date spent on the project has been $289,528. There is still a considerable cost left. We anticipate another $250,000 on this project. We are committed to finishing this project and appreciate an extension to the deed restriction.

Kindly,
Mathew and Kristen Aschbrenner

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

RESOLUTION OF THE ECONOMIC DEVELOPMENT COMMITTEE

Approving Authorization to transfer 703 Fulton Street to Wausau Community Development Authority

Committee Action:	Approved 5 - 0
Fiscal Impact:	$0

File Number:	23-0708	**Date Introduced:**	July 11, 2023

FISCAL IMPACT SUMMARY

COSTS	*Budget Neutral*	Yes ☒ No ☐			
	Included in Budget:	Yes ☐ No ☐			
	One-time Costs:	Yes ☐ No ☐			
	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 ☐			
	TID Source: Increment Revenue ☐ *Debt Funds on Hand* ☐ *Interfund Loan* ☐				

WHEREAS, the City of Wausau has owned 703 Fulton Street since December 2009; and

WHEREAS, the City, in connection with the North Central Health Care built a six-unit apartment complex of which residents with limited abilities and work with North Central Health Care for supportive care resided with affordable rents based on their individual incomes; and

WHEREAS, North Central Health Care terminated their lease as of September 30, 2022; and

WHEREAS, the new organization Succeed was able to step in to assist these clients with the same cares starting October 1, 2022 allowing no gap in services to the clients; and

WHEREAS, The City of Wausau had approached the Wausau Community Development Authority requesting the agency to take over ownership and operation of 703 Fulton Street and honor the existing leases with the individuals and Succeed; and

WHEREAS, the Wausau Community Development Authority received approval by both its Board of Commissioners and the U.S. Housing and Urban Development to acquire and maintain this property as well as keep the rents affordable for lower-income households; and

WHEREAS, the Economic Development Committee approved the transfer to the Wausau Community Development Authority with the caveat that the property continues to be available to lower income households and charge rents according to their incomes;

NOW, THEREFORE, BE IT RESOLVED that the Common Council of the City of Wausau hereby approve the transfer of 703 Fulton Street to the Wausau Community Development Authority and authorizes the appropriate City officials to execute the necessary real estate documents for such transfer.

Approved:

____

Katie Rosenberg, Mayor

COMMUNITY DEVELOPMENT AUTHORITY
MINUTES

06/27/23

MEMBERS PRESENT: Sarah Napgezek, David Welles, John Wagman, Carol Lukens, Chad Henke, Patrick Gosz, Rachael Hass

MEMBERS ABSENT:

OTHERS PRESENT: Juli Birkenmeier, Liz Brodek, Tammy King, Tammy Stratz

(1.) Call the Meeting to Order
Meeting was called to order at 12:04 pm at 550 E. Thomas Street, Wausau, Wisconsin.

(2.) Approval of Minutes from the May 23, 2023, Meeting
Wagman made a motion to approve the 05/23/23 minutes. Wells seconded. Motion was approved unanimously.

(3.) New Commissioner Welcome and Introductions
Birkenmeier introduced Patrick Gosz as the new CDA commissioner, filling Andy Witt's position on the Board. As a CPA for Ruder Ware, Pat served as their Fiduciary Services Administrator for 20 years. Mayor Rosenberg officially appointed him at June's City Council meeting and both commissioners and CDA staff offered brief introductions and a warm welcome to Pat.

(4.) Community Development Authority organizational and Program Review
Birkenmeier presented a detailed overview of the Community Development Authority and provided commissioners with a copy of the CDA's By-Laws. This provided commissioners with a comprehensive outline of CDA staff and the housing programs they administer, funding sources, and a history of redevelopment projects and business activities the CDA has been involved in.

(5.) Discussion and Possible Action on the Acquisition of 703 Fulton Street from the Community Development Department
Birkenmeier sought board input on the potential acquisition of 703 Fulton Street from the Community Development Department (CDD). Tammy Stratz, CDD, presented an overview of the property which consists of three 2-bedroom units and three 1-bedroom units. She said one of the 1-bedroom units is currently rented by Succeed to Independence, LLC, who provides daily supportive living services for the tenants in the remaining five units. Stratz noted that although the units are not subsidized, they are very affordable with the rents set at 30% of each household's adjusted income. Birkenmeier stated that CDA staff toured the property acknowledging its good condition and longevity of the current tenants. Wagman questioned what impact this may have on the CDA's financials and staffing. She answered stating it would have no negative impact on the financials as it would not be combined with any current subsidy program. She furthered that CDA maintenance staff has already been providing some of the property maintenance since 2020 and office staff could easily absorb the administration of the six units. Gosz questioned the responsibilities for the upkeep of snow removal and lawn care. Stratz stated that Re-Vi Design is contracted to provide those services through April 2024, however CDA maintenance staff could assume those responsibilities once that contract has been fulfilled. Henke questioned if this property would be added to the CDA's public housing stock. Birkenmeier stated the property would remain affordable but would not be added to the Public Housing program or attached to any HUD subsidy. Stratz stated if the board approved the transfer, she would then present the proposed property transfer to the Economic Development Committee and City Council for final approval. Henke made a motion to approve the acquisition of 703 Fulton Street from the Community Development Department. Wagman seconded. Motion was approved unanimously.

(6.) Discussion and Possible Action on the Issuance of a Request for Proposal (RFP) for Project Based Vouchers – Housing Choice Voucher (HCV) Program

Birkenmeier reviewed the proposed RFP which would seek proposals from developers and property owners wishing to place project-based vouchers in their developments in the City of Wausau. She said the goal being to deconcentrate poverty and expand affordable housing options for lower income families. In March, the board approved proceeding with the RFP process and, if approved, Birkenmeier proposes issuing the RFP in mid-July. She said staff has worked closely with HUD's Portfolio Management Specialist to ensure the RFP contained all the HUD-required language and explained that the RFP purposely does not specify the number of available vouchers as it will be dependent on HCV funding. Birkenmeier further stated that the vouchers will presumably be available for issuance by the end of 2023 or early 2024. Wells made a motion to approve the issuance of a Request for Proposal for Project Based Vouchers. Hass seconded. Motion was approved unanimously.

(7.) Discussion and Possible Action on Election of Board Chair and Vice Chair

Napgezek opened the floor to nominations for the Board Chair. Wagman nominated Sarah Napgezek for Board Chair. Wells seconded. Motion was approved unanimously.

Napgezek opened the floor to nominations for the Vice Chair. Henke nominated David Welles for Vice Chair. Wagman seconded. Motion was approved unanimously.

(8.) Discussion and Possible Action on Finance Committee Member Nominations

Napgezek opened the floor to nominations for a Finance Committee member and she nominated Patrick Gosz. Hass seconded. Motion was approved unanimously.

(9.) Operational Issues & Current Activities

Occupancy Overview – Birkenmeier reported 98% occupancy at Riverview Towers, 97% at Riverview Terrace and 97% at the Scattered Sites and said staff is currently administering 303 monthly Housing Choice Vouchers.

1901 Bopf Street Roof Replacement Update – Birkenmeier reported the roofing project is nearing completion. Wells inquired if the project was on budget. Birkenmeier stated that the project required one change order for the replacement of some OSB sheathing and bathroom exhaust kits.

SEMAP FYE 12/31/22 – Birkenmeier reiterated that in January the board approved the submission of the CDA's Section Eight Management Assessment Program (SEMAP) certification to HUD. Birkenmeier announced that the CDA has received a perfect score for fiscal year 12/31/22, designating them as a High Performer. Commissioners congratulated staff on this achievement.

Adjournment

Respectively submitted,

Sarah Napgezek
Vice Chair

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

RESOLUTION OF THE ECONOMIC DEVELOPMENT COMMITTEE

Approving Authorization to subordinate the City's loan with Nidus Holding Company, LLC to Abby Bank and SBA.

Committee Action: Approved 5 - 0

Fiscal Impact: $0

File Number:	23-0709	**Date Introduced:**	July 11, 2023

FISCAL IMPACT SUMMARY				
COSTS	*Budget Neutral*	Yes ☒ No ☐		
	Included in Budget:	Yes ☐ No ☐		
	One-time Costs:	Yes ☐ No ☐		
	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 ☐		
	TID Source: Increment Revenue ☐ *Debt Funds on Hand* ☐ *Interfund Loan* ☐			

WHEREAS, on July 20, 2020, the City of Wausau had entered into a TIF loan with Jayjeet Govardhan, owner of Nidus Holding Company, LLC in the amount of $190,000; and

WHEREAS, Nidus Holding Company had a first and second mortgage with the Bank of George in the total amount of $3,010,000 with the City's loan being in third position; and

WHEREAS, Abby Bank requested a subordination from the City towards two new loans with Abby Bank of which the second will be bought out by the SBA. The new loan amounts will total $2,856,000 and the interest rates will be lower at 7.25% and 6.25% saving Nidus Holding Company several thousand dollars per month; and

WHEREAS, the Economic Development Committee approved the subordination request to the above-mentioned terms; and

NOW, THEREFORE, BE IT RESOLVED that the Common Council of the City of Wausau hereby approve the subordination of its loan to Abby Bank and the SBA in the total amount of $2,856,000 and authorizes the appropriate City officials to execute the necessary subordination agreements.

Approved:

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Katie Rosenberg, Mayor

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

JOINT RESOLUTION OF THE ECONOMIC DEVELOPMENT AND FINANCE COMMITTEES

Approving First Amendment to Development Agreement and Second Amendment to Master Ground Lease between City of Wausau and Federal Building Redevelopment Limited Partnership for Federal Building Lofts at 317 North First Street, to allow for an additional loan from City and related TID #3 budget modification

Committee Action:	ED: Approved 4-0 Finance: Approved 5-0
Fiscal Impact:	
File Number: 98-0412	**Date Introduced:** July 11, 2023

FISCAL IMPACT SUMMARY

COSTS	*Budget Neutral*	Yes☐ No☒		
	Included in Budget:	Yes☐ No☒	*Budget Source:* TID 3	
	One-time Costs:	Yes☒ No☐	*Amount:* $121,000	
	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:* $121,000	
	TID Source: Increment Revenue ☐ *Debt* ☐ *Funds on Hand* ☒ *Interfund Loan* ☐			

RESOLUTION

WHEREAS, a Development Agreement was authorized January 25, 2011 and entered January 31, 2011, between the City of Wausau ("CITY") and Federal Building Redevelopment Limited Partnership ("FBRLP") to redevelop and preserve the Federal Building located at 317 N. 1st Street, by converting the property and constructing therein, twenty (20) loft-style apartments with gallery space, because the property was identified as blighted and determined to be in need of redevelopment, preservation and restoration; and

WHEREAS, entering into the Development Agreement was contingent upon FBRLP entering into a Ground Lease Agreement, with a term of 50 years and requiring annual payments of $14,000.00 for the first lease year adjusted two percent (2%) in each lease year thereafter, which commenced on July 1, 2011, and was amended and restated in its entirety on March 15, 2012, and which is currently $17,000; and

WHEREAS, upon agreement with the National Park Service, the CITY agreed to continue to own the property and maintain certain historical elements and furniture; and

WHEREAS, the CITY agreed to loan FBRLP, for a 30-year period, at 0% interest, $75,000 from TID #3 for blight elimination, environmental testing and cleanup, site preparation, infrastructure, and utilities/services, as set forth in the Development Plan; and

WHEREAS, FBRLP has identified exterior brick work which it is necessary to repair, which they are unable to finance through conventional means because as a lessee of the property, they are unable to secure financing through a mortgage; therefore, they have requested of CITY, and

WHEREAS, your Finance Committee, on May 9, 2023, discussed a facilities loan to FBRLP and unanimously recommended approval of using TID funds to make the $121,000 loan at 2% interest with an 8-year term to FBRLP; and

WHEREAS, your Economic Development Committee, on June 6, 2023, discussed amending the Development Agreement and Ground Lease by recommending approval of the Finance Committee's recommendation, but took no action, to further explore deferral, rather than forgiveness of Annual Rent payments; and

WHEREAS, your Finance Committee approved a budget modification to fund the loan from TID #3 at their meeting on June 27, 2023; and

WHEREAS, your Economic Development Committee, at their meeting of July 5, 2023, meeting approved such amendments to the Development Agreement and the Ground Lease with an additional modification that 2% interest be charged on any outstanding rent deferrals if no good faith payments are made in the first 10 years immediately following the loan termination.

NOW THEREFORE, BE IT RESOLVED that the Common Council approves the First Amendment to Development Agreement and Second Amendment to Master Ground Lease between City of Wausau and Federal Building Redevelopment Limited Partnership for Federal Building Lofts at 317 North First Street, to allow for an additional loan from City, the terms of which are described above, and authorizes appropriate City staff to execute such documents as are necessary to effectuate the loan.

BE IT FURTHER RESOLVED that the Common Council approved the budget modification to TID #3 as described below:

*Ledger Account/Summary	*Fund	*Cost Center	Revenue Category	Spend Category	Project	Program	Grant	Debit Amount
50720:Grants and Donations to Other Organizations	403 Tax Increment District Three	Housing		57220 Down payment and Rehabilitation Financial Assistance	Federal Building Rehabilitation Loan			$121,000.00

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 4 – Discussion and possible action on First Amendment to Development Agreement and Second Amendment to Master Ground Lease between City of Wausau and Federal Building Redevelopment Limited Partnership. *(Stratz)*

Rasmussen motioned to approve the recommendation of the Finance Committee, seconded by Lukens.

Kilian requested clarification if the Federal Loft building has always been subsidized in some form. Stratz replied yes. He then asked why they haven't been able to build up their reserve from rent revenue.

Rasmussen withdrew her motion in order to get more information regarding the rent revenues / repayment.

No further action taken.

FINANCE COMMITTEE

Date and Time: Tuesday, May 9, 2023 @ 5:15 pm., Council Chambers
Finance Members Present: Lisa Rasmussen, Michael Martens, Carol Lukens, Sarah Watson, and Doug Diny
Others Present: Maryanne Groat, Anne Jacobson, Eric Lindman, Robert Barteck, Jamie Polley, James Henderson, Dustin Kraege, Allen Wesolowski, Dan Kerntop, Kaitlyn Bernarde, Gary Gisselman, Ben Bliven, Liz Brodek, Tammy Stratz

Discussion and possible action Federal Building facilities loan and related budget modification

Rasmussen stated this is a request from Metro Plains to work on infrastructure that has progressed quicker than expected. There are couple different funding options, one of which is TIF because the building is in a TID #3 which can afford the disbursement, or another funding source could be through the Community Development Department's Wausau Rental Rehabilitation Program (WRRP).

Sarah Watson felt it would be beneficial to use the TID funds because the Federal Building is within the district and reserve the WRRP funds for something else that may not be within a TID. She questioned which TID loan option would be better: Option 1 with an 8-year term or Option 2 with a 15-year term.

OPTION 1: $121,000 loan amount at 2% interest with a 96-month (8-year) term to coincide with the life of the tid district. Payments are $1,378.24 x 12 = $16,538.88/year. The lease payment of $17,000/year - $16,538.88 = $461.12 to be paid towards the lease.

OPTION 2: $121,000 at 2% with a 180-month (15-year) term. Payments are $778.65/month x 12 = $9,343.80. $17,000 - $9,343.80 = $7656.20 calculates out to a $7,565.20 payment towards the lease.

Maryanne Groat stated the 8-year loan in Option 1 coincides with the life of the district. Metro Plains is currently paying rent to the city via a ground lease for the land. Metro Plains indicated there isn't enough cash flow to make both the ground lease payment and loan repayment, and requested we defer the lease payments during the loan period. She noted the calculation on an 8-year term is approximately the entire amount of the rent. Groat noted they could amend the existing Developers Agreement to incorporate this change, but we do have to have a Developer's Agreement. Tammy Stratz stated the Developer Agreement will most likely come through ED Committee and then come to Council.

Motion by Watson, second by Martens to approve TID funding via Option 1 to assist Metro Plains. Motion carried 5-0.

FINANCE COMMITTEE

Date and Time: Tuesday, June 27, 2023 @ 5:30 pm., Council Chambers
Members Present: Lisa Rasmussen, Michael Martens, Carol Lukens, Sarah Watson, and Doug Diny
Others Present: Maryanne Groat, Katie Rosenberg, Eric Lindman, Jeremy Kopp, Solomon King, Tammy Stratz, Dustin Kraege, Kaitlyn Bernarde, and Phil Cossan – Ehlers (by WebEx)

Discussion and possible action on Federal Building facilities loan and related budget modification

Lisa Rasmussen noted Metro Plains was requesting some help on some repairs necessary at the property.

Doug Diny questioned if this was sent back to take a look financing and/or how it coincides with the Section 42 duration. Rasmussen did not think it had to do with the rent control restriction, but rather the life of the TID. Tammy Stratz, Community Development, confirmed they went with a shorter 8-year term to coincide with the life of the TID, however, there was discussion at ED Committee about how the repayment was to be addressed. She indicated ED Committee asked that the rent that was not being paid during those 8 years be added to the end of the loan so that we get it all back, versus forgiving that portion.

Maryanne Groat noted this is coming out oof TID #3 where the original funds came from.

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

98-0412

STATE OF WISCONSIN - MARATHON COUNTY
RECORDED
12/02/2011 3:00:40 PM
MICHAEL J. SYDOW, REGISTER OF DEEDS

Document No.	DEVELOPMENT AGREEMENT Document Title

THIS AGREEMENT made this 31 day of January ,2011, by and between the City of Wausau, Municipal Corporation of the State of Wisconsin, hereinafter referred to as "CITY," and Federal Building Redevelopment Limited Partnership.

DOC# 1609367

1609367 1 5

WITNESSETH:

Michael J. Sydow

Recording Area

Name and Return Address

Office of City Attorney
407 Grant Street
Wausau, WI 54403

($31 charge to City of Wausau)

30-

PIN: 291-2907-253-0490

WHEREAS, CITY desires to redevelop and preserve the Federal Building located on 317 North First Street, legally described in the attachment hereto (hereafter referred to as either "Property" or "Federal Building"); and

WHEREAS, the CITY issued a request for proposals (RFP) on August 10, 2010 relating to redevelopment of the Property in a manner consistent with the criteria set out in the RFP;

WHEREAS, MetroPlains has been selected as the developer, and will be operating as Federal Building Redevelopment Limited Partnership, with the most comprehensive plan, that was most consistent with the expectations of the RFP;

WHEREAS, Federal Building Redevelopment Limited Partnership is willing to undertake the development with due diligence, planning and related pre-development activities related to redevelopment of the Property and has a significant history working on redevelopment projects;

WHEREAS Federal Building Redevelopment Limited Partnership has agreed to convert the Property and construct therein 20 loft-style apartments with gallery space ("Project");

WHEREAS CITY agrees to lease the Property to Federal Building Redevelopment Limited Partnership as long-term, as the deed restricts the CITY from selling the Property to any third party;

WHEREAS, the Property has been identified as blighted and in need of redevelopment in the *Amendment To The Project Plan for Tax Increment District Number Three (TIF #3)* which was adopted by the Wausau Common Council in August, 2000; and

WHEREAS, the Project will contribute significantly to several elements of the City of Wausau *Community Development Block Grant (CDBG) 5 year Consolidated Plan* by providing quality, affordable housing opportunities for low/moderate income persons, reducing neighborhood blight, stimulating additional private sector investment in the Central Business District and meeting an identified strategic plan high priority housing need within the City; and

WHEREAS, in order to complete the Project, Federal Building Redevelopment Limited Partnership has a need for financial assistance from CITY in an amount not to exceed $75,000.00 ("Loan"); and

WHEREAS, CITY is willing to provide said funding in connection with the Project, pursuant to the terms of this Agreement:

NOW, THEREFORE, it is agreed as follows:

1. DECLARATION OF AREA IN NEED OF REDEVELOPMENT.

   The Wausau Common Council by resolution dated January 25, 2011 has determined that the Property is in need of redevelopment, preservation and restoration.

2. 20-UNIT AFFORDABLE HOUSING DEVELOPMENT.

Federal Building Redevelopment Limited Partnership agrees to redevelop and convert the Property into 20 apartment units in conformance with a general development plan, subject to CITY approval, Department of Interior approval and zoning approval as residential in a Conditional Use in the Central Business District ("Development Plan").

3. FINANCING ASSISTANCE.

Subject to the provisions of this Agreement, CITY shall loan Federal Building Limited Partnership, for a 30-year period, zero percent (0%) interest, $75,000.00 from TIF # 3 for blight elimination, environmental testing and cleanup, site preparation, infrastructure, and utilities/services. Such funding shall be provided as set forth in the Development Plan, and the terms of such funding shall be evidenced by appropriate loan documents acceptable to CITY.

4. TIME LINE FOR DEVELOPMENT.

Redevelopment of the Property is contingent upon issuance of WHEDA tax credits for the Project, which is expected June 1st 2011. In the event Metro Plains receives said tax credits, the Project would commence July 1, 2011 and be completed by June 1, 2012. Should WHEDA choose not to award the tax credits in the 2011 cycle, Metro Plains may re-apply for credits to be awarded June 1, 2012. In the event Federal Building Redevelopment Limited Partnership receives said tax credits, then the developer shall commence the Project by July 1, 2012 and complete it by June 1, 2013 consistent with the Development Plan. Notwithstanding the foregoing, if Federal Building Redevelopment Limited Partnership does not receive the applicable tax credits by June 1, 2011, the CITY reserves the right to accept other development proposals or to submit another Request for Proposals (RFP), whereupon this Agreement shall terminate.

5. PARKING COMMITMENT.

The CITY shall designate 5 spaces abutting the Federal Building as guest parking and an additional 2 spaces for handicapped guest parking.

Additionally, the CITY shall make available for lease parking spaces within five hundred (500) feet of the Property (e.g., the Center Mall Ramp and/or Jefferson Street ramp) at the rate of $23.80/per month/per space including sales tax. The number of parking spaces reserved hereunder for tenants of the Property shall be thirty (30). For any parking spaces leased by Federal Building Redevelopment Limited Partnership or tenants of Federal Building Redevelopment Limited Partnership after the first ten (10) years of the Lease term, the rent for each parking space shall be adjusted to fair market rent. Fair market rent shall mean that net monthly basic rent per parking space that a willing user would pay and the CITY would accept in an arms–length, bona fide transaction for space.

6. LEASE AGREEMENT/DEVELOPMENT PLAN.

This Agreement is contingent upon Federal Building Redevelopment Limited Partnership entering into a Ground Lease Agreement acceptable to the CITY and providing the Development Plan acceptable to the CITY and Parking Space Agreement acceptable to CITY. The Ground Lease shall have a term of fifty (50) years and require annual payments of $14,000.00 for the first lease year adjusted two percent (2%) in each lease year thereafter. This Agreement is further contingent on the parties receiving all applicable governmental or regulatory approvals for the Project.

7. NATIONAL REGISTER'S DEFINITION OF HISTORICAL ELEMENTS TO BE PRESERVED.

The CITY upon agreement with the NATIONAL PARK SERVICE shall continue to own and maintain the furniture and may, at its option, store the furniture in the re-constructed Federal Building or at another location for preservation purposes.

8. ENVIRONMENTAL.

CITY shall provide an environmental assessment, at the cost of the CITY, in order to evaluate requirements to remove asbestos and conduct lead abatement activities during reconstruction. Federal Building Redevelopment Limited Partnership shall be responsible for the bidding and costs associated with clean-up but may apply for grants and funding, with the assistance of the CITY, if necessary to complete environmental clean-up.

Federal Building Redevelopment Limited Partnership agrees to provide to CITY with street right-of-way and access easements or restrictions as may be deemed necessary in the CITY's judgment for the Project. Such matters shall be included in the Development Plan.

9. INDEMNIFICATION.

Federal Building Redevelopment Limited Partnership agrees to indemnify and hold CITY, its employees, agents, officers and officials, whether hired, appointed or elected, free and harmless from and against any and all judgments, damages, losses, costs, claims, expenses, suits, demands, deaths, actions and/or causes of action to which they may be exposed (collectively "Claims") by reason of death of or injury to any person, or by reason of damage to real or personal property, or by reason of any other liability imposed by law, including such Claims arising from Federal Building Redevelopment Limited Partnership's activities under the Agreement or in connection with the Project. Federal Building Redevelopment Limited Partnership shall provide insurance coverage and bonding acceptable to CITY in connection with the foregoing indemnity.

10. COMPLIANCE.

Federal Building Redevelopment Limited Partnership agrees that it is in compliance with and shall continue to comply with all federal and state laws and regulations necessary for receipt of the Loan and for construction of the Project, including without limitation:

Historic and preservation laws, requirements and regulations pertaining to the Property and the Project;

Title VI of the Civil Rights Act of 1964 which provides that no persons in the United States shall on the ground of race, color, or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance;

Section 109 of the Housing and Community Development Act of 1974, as amended which requires that no person in the United States shall on the ground of race, color, national origin or sex be excluded from participation in, or be denied the benefits of, or be subjected to discrimination under, any program or activity funded in whole or in part with community development funds made available pursuant to the Act;

Section 3 of the Housing and Urban Development Act of 1968, which provides to the extent feasible, opportunities for training and employment shall be given to lower income residents of the project area; and

Fair Labor Standards Provisions which govern responsibilities for workers employed in connection with federally-assisted construction (and in some instances equipment related) projects, including the Davis-Bacon Act.

11. APPLICABLE LAW: INTERPRETATION.

This Agreement shall be interpreted and applied in accordance with and governed by the laws of Wisconsin.

12. BINDING EFFECT.

This Agreement shall inure to the benefit of and shall be binding upon CITY and Federal Building Redevelopment Limited Partnership and their respective successors and assigns. This Agreement, however, may not be assigned by Federal Building Redevelopment Limited Partnership without the prior written consent of the CITY.

The parties, however, recognize that Federal Building Redevelopment Limited Partnership may assign its rights hereunder to an entity established by it for the purpose of carrying out its responsibilities hereunder.

13. AMENDMENT, CHANGES, AND MODIFICATIONS.

This Agreement may be amended or any of its terms modified only by written document duly authorized, executed and delivered by CITY and Metro Plains.

14. FURTHER ASSURANCES AND CORRECTIVE INSTRUMENTS.

CITY and Metro Plains agree that they will, from time to time, execute, acknowledge, deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for carrying out the expressed intention of this Agreement.

15. EXECUTION AND COUNTERPARTS.

This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

16. TERMINATION.

Unless otherwise provided herein, Federal Building Redevelopment Limited Partnership shall satisfy the contingencies set forth herein, including specifically the execution of a Ground Lease acceptable to the CITY and finalization of approval by the CITY of the Development Plan for the Project by no later than June 1, 2011. In the event Federal Building Redevelopment Limited Partnership fails to timely satisfy said contingencies by said date, the CITY on written notice may terminate this Agreement. In the event of termination, Federal Building Redevelopment Limited Partnership shall reimburse the CITY for the costs of its obligations under this Agreement.

17. NO PRIVATE RIGHT OR CAUSE OF ACTION.

Nothing contained herein shall be interpreted or construed to create any private right or any private cause of action by or on behalf of any person not a party hereto, except as may be provided in this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

CITY OF WAUSAU:

By: James E. Tipple
James E. Tipple, Mayor

By: Toni Rayala
Toni Rayala, Clerk

FEDERAL BUILDING REDEVELOPMENT LIMITED PARTNERSHIP:

By: Rob McCready
Rob McCready, Co-President

EXHIBIT "A"
Legal Description

Parcel Identification No.: 291-2907-253-0490 # 7660

Part of Block 8, Plat of the Village of Wausau (Original Plat of the City of Wausau), Sections 25 and 36, Township 29 North, Range 7 East, City of Wausau, Marathon County, Wisconsin, described as follows:

Commencing at the intersection of the south line of said Block 8 and a line 29 feet easterly of and parallel with the easterly line of Lot 1, said Block 8, the point of beginning.

Thence westerly along said south line of Block 8 to the easterly right-of-way of North First Street; thence northerly along said easterly right-of-way to the southerly right-of-way of Jefferson Street; thence easterly along said southerly right-of-way to a line 29 feet easterly of and parallel with the east lines of Lots 1, 4, 7 and 8, said Block 8; thence southerly along said parallel line to said south line of Block 8, the point of beginning.

DOC# 1609367

MASTER GROUND LEASE

STATE OF WISCONSIN - MARATHON COUNTY
RECORDED
12/02/2011 3:00:40 PM
MICHAEL J. SYDOW, REGISTER OF DEEDS

DOC# 1609366

Michael J. Sydow

Recording Area

Name and Return Address

Office of the City Attorney
City Hall – 407 Grant Street
Wausau, WI 54403

($30 Charge to City of Wausau)

PIN: 37.291.4.2907.253.0490 #7660

98-0412

DOC# 1609366

MASTER GROUND LEASE

THIS MASTER LEASE (this "Lease") is made as of the 1st day of February, 2011, by and between City of Wausau, Wisconsin, a Municipal Corporation of the State of Wisconsin ("Landlord") and Federal Building Redevelopment Limited Partnership, a Wisconsin limited partnership, or its designee, qualified to do business in Wisconsin ("Tenant").

RECITALS

A. Landlord owns a fee simple interest in the Premises (hereinafter defined).

B. The parties desire to enter into this Lease with respect to the Premises which defines their respective rights, duties, and liabilities relating to the Premises.

NOW, THEREFORE, WITNESSETH in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant hereby agree as follows:

SECTION 1
DEFINITIONS

For purposes of this Lease, Landlord and Tenant hereby agree that the following terms shall have the indicated meanings:

Additional Rent: All obligations, sums of money or charges required to be paid by Tenant under this Lease other than Annual Rent, whether or not such other obligations, sums or charges are designated "Additional Rent."

Annual Rent: Fourteen Thousand Dollars ($14,000.00) during the first year of this Lease. Annual Rent shall increase each Lease year thereafter on the anniversary date of the Commencement Date by two percent (2%) of the prior year's Annual Rent. For example, Annual Rent in year two of the Lease would be $14,280.00; Annual Rent in year three of the Lease would be $14,565.50, etc.

Building: The Wausau Federal Building located at 317 North First Street, Wausau, Wisconsin.

Code: The United States Internal Revenue Code.

Commencement Date: July 1, 2011.

Development Agreement: That Agreement dated 1/3/2011 made by MetroPlains Partners, LLC, (Federal Building Redevelopment Limited Partnership) approved by resolution of the City of Wausau Common Council dated 1/25/2011.

Event of Default: An event set forth in Section 13.

Governmental Authorities: All federal, state, county and local governmental or legislative bodies or units, the Secretary of the Interior, the Wisconsin State Historic Preservation Office, and all other public officials, agencies, municipalities, and counties having jurisdiction with respect to the Premises.

Hazardous Material: Any hazardous or toxic substance, material, or waste under applicable law or regulation, now or hereafter existing, including, but not limited to, those substances, materials, and wastes now or hereafter listed in the United States Department of Transportation Hazardous Materials Table (49 CFR 172.101) or by the Environmental Protection Agency as hazardous substances (40 CFR Part 302) and amendments thereto, or such substances, materials and wastes that are or become regulated under any applicable federal, state, or local law, ordinance, or regulation including, but not limited to the Resource Conservation and Recovery Act, the Toxic Substances Control Act, the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA" or "Superfund"), the Clean Air Act, and the Clean Water Act.

Historic Requirements: All laws, regulations and requirements, now existing or hereafter established or created by any of the Governmental Authorities relating to historic aspects of the Premises or the preservation thereof, including requirements pursuant to Section 47 of the Code and requirements of the U.S. Department of Interior and the State Historic Preservation Office.

Impositions: A charges and obligations relating to or arising from the Premises, including, without limitation, all taxes, license, and permit fees, charges for public utilities of any kind, including utilities supplied by Governmental Authorities and utilities supplied by private companies, and obligations for any and all other governmental charges, general and special, ordinary and extraordinary, unforeseen as well as foreseen, of any kind and nature whatsoever, further including, but not limited to, assessments for sidewalks, streets, sewers, water, or any public improvements, and any other improvements or benefits which shall, during the Term hereof be made, assessed, levied, or imposed upon, or become due and payable in connection with or a lien upon, the Premises, or any part thereof, or Improvements thereon, or upon this Lease. The Impositions shall not include any tax incurred by Lessor as a result of receipt of Annual Rent.

Improvements: All permanent improvements, including the Building, apartment dwelling units, and commercial space, if any, now or hereafter located on the Premises.

Landlord's Address: 407 Grant Street, Wausau, Wisconsin 54403, or as hereafter designated in writing by Landlord.

Landlord's Interest: Landlord's fee simple right, title and interest in the Premises.

Lease: This Master Ground Lease, as amended pursuant to the terms hereof.

Legal Requirements: All laws, statutes, ordinances, orders, rules, regulations and requirements of all federal, state and local governmental or quasi-governmental entities, subdivisions, agencies, *Tenant's Address*: 1600 University Avenue, Suite 212, St. Paul, MN 55104-3825, or as hereafter designated in writing by Tenant.

Tenant's Designated Member: The equity investor in Tenant (or a representative thereof) designated by Tenant's Investor Members to receive Notices.

Tenant's Investor Members: The equity investors in Tenant.

Tenant Limited Partnership Agreement: The Amended and Restated Limited Partnership Agreement or Limited Partnership Agreement of Tenant dated on or before the Commencement Date.

Term: The period commencing on the Commencement Date, which is defined previously as July 1, 2011, and ending on the fiftieth anniversary of the Commencement Date, unless earlier terminated in the Event of Default.

When used herein, the singular shall apply to the plural, the plural to the singular, and the use of any gender shall apply to all genders.

SECTION 2
DEMISE OF PREMISES

Landlord leases to Tenant and Tenant leases from Landlord pursuant to the terms, covenants and conditions set forth herein, the Premises together with the Improvements now existing or hereafter located thereon, for the Term. Tenant hereby accepts the Premises, including the Improvements and the Building, in "AS IS" condition.

SECTION 3
RENT

(a) Beginning on the Commencement Date and on the anniversary date thereof for each year during the Term, Tenant, without deduction, set-off, recoupment, counterclaim, or demand, shall pay the Annual Rent for the applicable year to Landlord at Landlord's Address.

(b) Tenant, as Additional Rent, covenants and agrees, commencing on the Commencement Date and at all times thereafter during the Term, to pay, as the same become due and payable and before any fine, penalty, interest, or other charge which may be added thereto for the non-payment thereof, all Impositions excluding therefrom so such thereof as is properly allocable to periods before or after the Term. The parties agree to send promptly to the other party copies of any notices in respect of the Impositions.

(c) Tenant shall have the right, if Tenant disputes the amount or validity of any Impositions upon the Premises or Improvements thereon (whether in respect of the amount of tax assessment or otherwise) to contest and defend against the same, and in good faith diligently to conduct any necessary proceedings to prevent and avoid the same; provided, however, that such contest shall be prosecuted to a final conclusion as speedily as is reasonably possible. Any rebate made on account of any Impositions paid by Tenant shall belong and be paid to Tenant. Landlord agrees to render Tenant reasonable assistance in contesting the validity or amount of any Impositions, including joining in the execution of any reasonable documents, or the signing of any reasonable protests or pleadings, which Tenant may file, provided Tenant shall reimburse Landlord for the reasonable time of its staff, together with costs reasonably incurred by Landlord in connection therewith. In no event at any time shall Tenant allow any lien, charge, encumbrance or other blemish against Landlord's Interest in the Premises, except as expressly agreed to in writing by Landlord, and during any proceeding or contest relating to the Impositions, Tenant shall (by payment of such disputed Impositions, if necessary) prevent any foreclosure of, or any divesting thereby, of Landlord's Interest in the Premises, and shall further (by the payment of such disputed Impositions, if necessary) prevent the public sale or enforcement of any lien for such Impositions.

(d) If any rights or obligations of Tenant hereunder (whether relating to payment of Annual Rent, Additional Rent, payment of Impositions, or any other obligation of Tenant under this Lease) relate to a period in part before the Commencement Date, or in part after the date of termination of the Term, appropriate adjustments and prorations shall be made, except that in the case of early termination by reason of an Event of Default, nothing herein shall prohibit or be deemed to bar recovery by Landlord for such Rent, charges and obligations arising after said early termination.

SECTION 4
TERM

The Term of this Lease shall commence on the Commencement Date.

SECTION 5
TENANT'S OPERATING COSTS

In addition to the Annual Rent and Additional Rent, Tenant shall pay all costs arising or pertaining to operation and use of the Premises during the Term.

SECTION 6
USE OF PREMISES

(a) Tenant shall convert the Premises in compliance with the Plans and Specifications and use the Premises solely as a twenty (20) unit residential apartment complex. Landlord agrees to provide seven (7) parking spaces as designated parking for the Building site in the adjacent public parking area located south and east of the Premises ("Adjacent Public Parking Lot"). Five (5) of the spaces shall be designated for resident or guest use and two (2) spaces shall be designated for handicapped use. Landlord shall be responsible for snow removal for the Tenant's parking spaces located in the Adjacent Public Parking Lot. Tenant shall not have the right to use any of the remaining parking spaces located in the Adjacent Public Parking Lot and shall include in its Subleases provisions prohibiting Subtenant's usage of such remaining spaces. Further, in this regard, Landlord and Tenant have provided for additional Subtenant parking pursuant to that certain Parking Space Agreement bearing even date herewith, the terms of which are incorporated herein and included as a part hereof.

(b) From and after the Commencement Date, Tenant shall not commit or allow waste on the Premises and not use or allow use of the Premises for any unlawful purpose, or in violation of any certificate of occupancy, or for any purpose that may constitute a nuisance, public or private, nor suffer any dangerous article to be brought on the Premises unless safeguarded as required by law. From and after the Commencement Date, Tenant agrees to promptly comply with all applicable statutes, regulations, rules, ordinances, orders, and requirements of all Governmental Authorities, including those relating to Hazardous Material, Historic Requirements, Impositions, Legal Requirements, LIHTC Requirements, and the Americans with Disabilities Act of 1990. Tenant shall be responsible for the design, construction and rehabilitation of the Premises in compliance with requirements of present and future Legal Requirements, including those established by the Governmental Authorities. The parties agree to give notice promptly to each other of any notice from any Governmental Authorities relating to the Premises, including any notice pertaining to air and water quality, Hazardous Materials, waste disposal, air emissions, other environmental matters, or otherwise restricts the use or occupancy of the Premises for the purposes described in Section 6(a). Tenant may, in good faith, dispute the validity of any complaint or action taken pursuant to or under color of any of the foregoing, defend against the same, and, in good faith, diligently conduct any necessary proceedings to prevent and avoid any adverse consequence relating to same. Tenant agrees that any such contest shall be prosecuted to a final conclusion as speedily as possible, and Tenant will save Landlord harmless with respect to such Legal Requirements and actions required by any Governmental Authorities.

(c) From and after the Commencement Date, Tenant shall work diligently and exercise its best efforts to complete the construction and rehabilitation of the Premises pursuant to the Plans and Specifications within 12 months after the Commencement Date.

(d) Tenant shall engage in leasing activities relating to the Premises at all times in compliance with Legal Requirements, including the LIHTC Requirements. Further, Tenant shall at all times maintain and operate the Premises in full accordance with Legal Requirements, including Historic Requirements and in compliance with regulations issued by the Department of Housing and Urban Development, including laws and regulations relating to nondiscrimination (the "Housing Requirements").

(e) Tenant shall engage a property manager reasonably knowledgeable and experienced in matters relating to Legal Requirements, including LIHTC Requirements, Housing Requirements and Historic Requirements.

SECTION 7
MAINTENANCE AND REPAIR

From and after the Commencement Date, Tenant, at Tenant's sole cost and expense, shall keep the Premises and the Improvements structurally sound and in good order and condition, reasonable wear and tear excepted. All such repairs shall be equal in quality to the original work. Landlord shall have no responsibility whatsoever relating to maintaining the structural integrity of the Premises, including the Improvements, or the maintenance or repair thereof.

SECTION 8
RIGHT TO ENTER

Landlord, at all times during the Term, shall have reasonable access to the Premises, Except in the case of emergency, access to the Premises shall be at reasonable times and upon reasonable advance notice. Landlord further shall have the right to store existing furniture in the Premises in the storage area described in Exhibit B hereto.

SECTION 9
CONSTRUCTION AND ALTERATION OF IMPROVEMENTS

(a) Except as provided for in the Plans and Specifications, neither Tenant nor any Sublessee shall have the right to make material changes, additions, or alterations, structural or otherwise, to the Improvements without the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned, or delayed. Any such changes, additions and/or alterations shall be in compliance with Legal Requirements, including Historic Requirements and LIHTC Requirements, and the requirements of applicable Governmental Authorities, in addition to such other requirements Landlord reasonably imposes in connection therewith. Any such work consented to by Landlord shall be performed in a good and workmanlike manner, in accordance with all applicable laws, statutes, ordinances, and codes, and without deviation or change in the plans in any material respect as approved by Landlord.

(b) Neither Tenant nor any Sublessee shall have authority, express or implied, to create or place or permit to be created or placed any lien or encumbrance, of any kind or nature whatsoever upon, or in any manner to encumber or bind Landlord's Interest in the Premises. Tenant covenants and agrees to pay promptly all sums legally due and payable by Tenant or any Sublessee on account of any labor performed, or on account of any material supplied, on or to the Premises as to which any lien is or legally can be asserted against either Landlord's Interest in the Premises or Tenant's leasehold interest hereunder.

(c) Tenant shall not permit any Subtenant to alter the Premises in any manner, without the prior written approval of Landlord.

SECTION 10
INSURANCE

(a) Tenant, at its sole cost and expense, but for the mutual benefit of Tenant, its Mortgagees, and Landlord, as named additional insureds, as their interests may appear, shall maintain: (1) for the Premises "all risk" property insurance, issued by insurers authorized to do business and in good standing in the State of Wisconsin and rated A or better by A.M. Best & Company, in an amount equal to the full replacement cost of the Improvements or such lesser amounts as Landlord and Tenant shall mutually agree to be reasonably necessary for the protection of their respective interests in the Premises under this Lease; and (2) public liability insurance with coverage in amounts not less than $1,000,000.00 annual aggregate coverage and $1,000,000.00 per occurrence. Tenant may satisfy the insurance requirements imposed upon Tenant under this Lease through a blanket policy of insurance.

(b) Except to the extent claims result from any negligent or intentional act of Landlord or its agents or employees, Tenant agrees to defend, indemnify and hold Landlord harmless against any and all third party claims against Landlord relating to the Premises, including claims for (1) personal injury or death and property damage arising from the Premises, intentional or negligent acts of Tenant, its agents, contractors, employees, servants, Sublessees or invitees, or the occupancy or use by Tenant or its Sublessees of the Premises, or by Tenant's agents, contractors, employees, servants, Sublessees or invitees; (2) the lien of any contractor for labor or materials supplied in connection with the construction, repair or replacement of any Improvements; and (3) any lien, penalty, cost, expense or liability arising in connection therewith; and (4) together with attorney's fees and costs reasonably incurred by Landlord in defending any such claim or liability. Tenant's liability insurance policy shall include contractual liability coverage insuring Tenant's obligations under this Section. Tenant's obligations under this Section shall survive expiration or termination of this Lease.

(c) Subject to applicable Legal Requirements, including Historic Requirements, in the event that the Premises or any portion thereof is destroyed or not otherwise available for occupancy for more than thirty (30) days as a result of the occurrence of fire or other casualty event:

(i) If insurance proceeds received as a result of such casualty event are in the judgment of both Landlord and Tenant sufficient to rebuild an economically feasible project, then Tenant shall cause such proceeds to be used for reconstructing the Premises or part thereof, beginning no later than sixty (60) days following the payment of such insurance proceeds; and

(ii) If insurance proceeds received as a result of such casualty event are in the judgment of both Landlord and Tenant not sufficient to rebuild an economically feasible project or part thereof, or the casualty occurs during the last two (2) years of the Term, then Tenant shall demolish and raze completely the damaged Improvements, including removing all basements and foundations, filling excavations, clearing the Premises, returning the surface to grade, and leaving the Premises safe and free of hazards and debris, and any insurance proceeds then remaining (other than proceeds payable for items other than the Improvements) shall be allocated and paid to Landlord and/or Tenant pursuant to Section 11(d) and this Lease shall terminate effective as of the date of such payment.

(d) Tenant shall deliver certificates of insurance policies required hereunder to Landlord prior to the Commencement Date and within thirty (30) days after Tenant's receipt of updated, renewed or new policies issued to Tenant during the balance of the Term. Each such certificate shall contain a clause or endorsement stating that the insurance may not be terminated except after thirty (30) days written notice to Landlord.

SECTION 11
CONDEMNATION

The following provisions shall apply if all or part of the Premises is permanently acquired by the power of eminent domain or any similar governmental power or any other acquisition in lieu of condemnation:

(a) If there is a Taking of the entire Premises, this Lease shall terminate as of the date title vests in the condemning authority.

(b) If a material part of the Premises is taken, either party, on thirty (30) days notice to the other party, may terminate this Lease as of the date title vests in the condemning authority or the date the Premises become unusable for the purpose described in Section 6(a), whichever occurs first. To exercise notice hereunder, the notifying party must give the other party written notice of termination within thirty (30) days after the nature and extent of the Taking have been finally determined.

(c) If an immaterial part of the Premises is taken, the Lease shall continue, and condemnation proceeds, at the option of Landlord, shall be retained by it or be used by Tenant to restore the Premises as near as reasonably possible to the condition that existed before the Taking.

(d) Except as provided in Section 11(c), the proceeds of any Taking affecting the Premises shall be determined and allocated as set forth below. Landlord and Tenant shall mutually appoint an appraiser whose responsibility shall be, using the amount of the condemnation award as fair market value, to determine the fair market value of the Premises valued at the date of condemnation in two components: (i) the fair market value of the Premises without Tenant's improvements made under the Plans and Specification and (ii) the value of Tenant's improvements made under the Plans and Specifications. Landlord shall receive from the condemnation award an amount equal to the fair market value of the Premises valued as of the date of condemnation, excluding therefrom the value of Tenant's improvements made under the Plans and Specifications, and Tenant and its Mortgagees, as their interests may appear, shall receive from the condemnation award the value of Tenant's aforesaid improvements.

Tenant shall be entitled to any separate payments available for relocation or business replacement, to the extent they do not reduce payments available under (a)-(c) above

SECTION 12
ASSIGNMENT AND SUBLETTING

(a) Tenant may assign Tenant's interest in this Lease only with Landlord's prior written consent, which shall not be unreasonably withheld. No such assignment or subletting, however, shall relieve the Tenant from Tenant's obligations hereunder unless Landlord specifically agrees to release Tenant in writing .

(b) Tenant shall not enter into any Sublease of any portion of the Premises, the occupancy of which either singularly or in the aggregate with other Subtenants of the Premises, cause the Premises to be deemed "tax exempt use property" under applicable law or Section 47(c)(2)(B)(v) of the Internal Revenue Code of the United States of America. Further, the terms and provisions of Subleases shall at all times after the Commencement Date require Subtenants to be in compliance with Tenant's obligations hereunder, as well as the Legal Requirements, including the requirements of Governmental Authorities, Hazardous Material, Historic Requirements and LIHTC Requirements.

SECTION 13
EVENTS OF DEFAULT

(a) Any one or more of the following events shall constitute an "Event of Default" by Tenant hereunder:

(i) If default is monetary in nature, including failure to timely pay any Rent, the failure to cure same within thirty (30) days from the date of Notice of Default; or

(ii) If default shall be made by Tenant in the material performance of, or in compliance with, any other terms, covenants, or conditions contained in this Lease, and the same is not cured within ninety (90) days from the date of Notice of Default from Landlord to Tenant; or

(iii) Default by Tenant under any of the Loan Documents or Mortgages pertaining to the Premises and entered into by Tenant, which default continues beyond the applicable period provided for the cure thereof.

(iv) Tenant's abandonment of the Premises for a period of 180 days after written notice thereof from Landlord to Tenant specifying the basis for Landlord's claim that an abandonment has taken place; however, surrender of all or any part of the leasehold interest of Tenant to mortgagee or to a permitted assignee or subtenant or such other party or parties succeeding to Tenant's interest hereunder, shall not constitute an abandonment.

(v) The appointment of a receiver to take possession of the Premises or of Tenant's leasehold estate or of Tenant's operations with respect to the Premises for any reason, including assignment for the benefit of creditors or voluntary or involuntary bankruptcy proceedings.

(vi) An assignment by Tenant for the benefit of creditors or the filing of a voluntary or involuntary petition by or against Tenant under any law for the purpose of adjudicating Tenant a bankrupt; or for extending time for payment, adjustment, or satisfaction of Tenant's liabilities; or for reorganization, dissolution, or arrangement on account of or to prevent bankruptcy or insolvency; unless the involuntary assignment or involuntary proceeding, and all consequent orders, adjudications, custodies, and supervisions are dismissed, vacated, or otherwise permanently stayed or terminated within 60 days after the assignment, filing, or other initiating event.

(vii) Tenant's failure to operate the Premises as multifamily housing in accordance with this Agreement and with LIHTC Requirements and Housing Requirements, subject to cure rights permitted by the State housing credit agency.

(b) Whenever Landlord serves upon Tenant a Notice of Default, Landlord agrees to contemporaneously serve such Notice of Default upon any Mortgagee and Tenant's Designated Member. The parties recognize that a Mortgagee or one or more of Tenant's Investor Members may exercise Tenant's cure rights hereunder.

SECTION 14
CURING OF DEFAULT

With respect to an Event of Default (other than an Event of Default under Section 13(a)(i)), if such default cannot, by due diligence, be cured within the period of time specified in Section 13, provided Tenant commences curing of such default within the period specified in Section 13 and Tenant diligently exercising best efforts to cure such default, Tenant shall be entitled to a reasonable additional period of time to effectuate cure.

SECTION 15
LANDLORD'S PERFORMANCE

Landlord may undertake to cure any breach by Tenant hereunder. If Landlord undertakes such cure, Tenant shall be responsible for all Landlord's costs relating to Landlord's cure, including reasonable attorney's fees and costs, which cure sums shall bear interest from the date of expenditure by Landlord at the rate of twelve percent (12%) per annum. Any such expenditures by Landlord hereunder shall not be deemed a waiver by Landlord of Tenant's breach. Further, such expenditures further shall be considered Rent and constitute a monetary breach for purposes of the notice requirements under Section 13(a)(i). Accordingly, Tenant shall have thirty (30) days from the date of the applicable Notice of Default under Section 13(a)(i) to pay Landlord in full for Landlord's cure expenditures plus interest thereon.

SECTION 16
LANDLORD'S REMEDIES

(a) Upon the occurrence of any Event of Default pursuant to Section 13 of this Lease, Landlord may take whatever action at law or in equity, including specific performance of the provisions of this Lease or injunction against its violation, as may appear necessary or reasonable to enforce performance or observance of any covenant, condition, agreement, or obligation of Tenant under this Lease, and may, in addition to such remedies: (1) terminate this Lease and, at Landlord's option, recover from Tenant all unpaid Rent to the date of termination, with interest at twelve percent (12%) per annum; (2) reenter the Premises without termination of the Lease and Tenant's right to possession, and enforce Landlord's rights and remedies under the Lease; (3) with or without termination of this Lease or Tenant's right of possession, cure Tenant's default and thereafter enforce its rights pursuant to Section 15; (4) without termination of the Lease, terminate Tenant's right to possession of the Premises. No payment ,performance, or act of compliance by Landlord of or with any of Tenant's obligations under this Lease shall constitute a waiver or cure of Tenant's default, or render Landlord liable for any loss or damage resulting from any such payment, performance or act of compliance. Landlord's remedies shall be cumulative, and Landlord's election to pursue any remedy expressly provided for herein shall not be deemed to exclude or waive any other remedy allowed by law or in equity.

(b) In the Event of Default, Landlord shall be entitled to recover against Tenant its reasonable legal fees and costs.

SECTION 17
LANDLORD'S WARRANTIES

Landlord warrants that so long as Tenant shall not be in default hereunder beyond any applicable cure period, Tenant shall quietly hold, occupy, and enjoy the Premises and all rights relating thereto during the Term, without hindrance, ejection, or molestation by Landlord or any party claiming by, through, or under Landlord.

SECTION 18
ESTOPPEL CERTIFICATES

Landlord agrees at any time and from time to time, within 10 days after reasonably requested by Tenant in writing, to execute, acknowledge, and deliver, without charge, to Tenant, or to any person designated by Tenant, a statement in writing certifying: (i) that this Lease is in full force and effect and has not been modified, assigned, subleased, supplemented, or amended except by such writings as shall be stated; (ii) that no Notice of Default of this Lease has been served on Tenant (or if Landlord has served such notice, that the default has been cured or the termination has been revoked, if such be the case); (iii) that Landlord has no claims against Tenant hereunder (or, if Landlord has any such claims, specifying the same); and (iv) the dates to which the Annual Rent and Additional Rent have been paid by Tenant.

SECTION 19
PASSTHROUGH ELECTION

(a) Landlord hereby agrees, that if it is deemed the owner of the Premises, to cooperate with Tenant to file an election (the "Election") with respect to the Building, to pass through the Federal Historic Credit pursuant to Section 47 of the Internal Revenue Code (the "Federal Historic Credits") relating to the Premises to Tenant pursuant to the provisions of Section 50(d) of the Code and Section 1.484 of the Treasury Regulations. Tenant shall be responsible for preparation and timely submission of the Election.

(b) It shall be Tenant's responsibility to assure that the Election complies with all requirements of the Code and the Treasury Regulations and is filed by Tenant on or before the respective due dates (including any extensions of time) of Tenant's tax returns for the years in which the qualified rehabilitation expenditures ("QRE") pursuant to Section 47 of the Code, incurred in connection with the rehabilitation of the Building are first placed in service.

(c) Tenant shall prepare and submit, on behalf of Landlord with Landlord's cooperation, to the National Park Service the Secretary of the Treasury and/or the Internal Revenue Service (or any other governmental authority designated for such purpose), on a timely basis, any and all requests for approval, reports, information returns and other certifications and information required:

(i) to ensure that the rehabilitation of the Building (as such term is defined in the Tenant Limited Partnership Agreement) will qualify for Federal Historic Credits;

(ii) to pass through Federal Historic Credits to Tenant; and

(iii) subject to the provisions of this Lease, to avoid recapture of Federal Historic Credits under Section 50 of the Code or reduction of Federal Historic Credits under Section 49, Section 50(b)(3) or Section 168(h) of the Code.

SECTION 20
NOTICES

All Notices shall be in writing and shall be sent by a nationally recognized next-business-day courier service or facsimile (with evidence of receipt) to Landlord or Tenant at the respective address set forth in Section 1. Either party, a Mortgagee or Tenant's Designated Member may, by notice given as aforesaid, change its address for all subsequent Notices. Notices shall be deemed given on the next business day following the day when transmitted in accordance herewith.

SECTION 21
RECORDING

The parties hereto agree that a Memorandum of this Lease shall be recorded in the land records of Marathon County, Wisconsin to document this Lease.

SECTION 22
WAIVER OF JURY TRIAL

Landlord and Tenant waive trial by jury in any action or proceeding brought by either of the parties hereto against the other or on any counterclaim in respect thereof on any matters whatsoever arising out of, or in any way connected with, this Lease, the relationship of Landlord and Tenant, Tenant's use or occupancy of the Premises and/or any claim of injury or damage under this Lease.

SECTION 23
NO PARTNERSHIP

Landlord shall not be construed or held to be a partner or associate of or joint venturer with Tenant in the conduct of Tenant's business, it being expressly understood and agreed that the relationship between the parties hereto is and shall at all times remain, during the Term, that of landlord and tenant.

SECTION 24
NO WAIVER

No failure by Landlord or Tenant to insist upon the performance of any term, covenant, or condition of this Lease or to exercise any right or remedy consequent upon a default or Event of Default hereunder, and no acceptance of full or partial payment of Annual Rent or Additional Rent during the continuance of any such default or Event of Default shall constitute a waiver of any such default or of such term, covenant, or condition. No waiver of any default or Event of Default shall affect or alter this Lease, but each and every term, covenant, and condition of this Lease shall continue in full force and effect with respect to any other then existing or subsequent default or Event of Default hereunder.

SECTION 25
APPLICABLE LAW, CONSTRUCTION OF LANGUAGE OF LEASE

This Lease is made pursuant to, and shall be construed and enforced in accordance with, the laws in force in the State of Wisconsin. All provisions of this Lease shall be construed to be "conditions" and "covenants" as though language specifically expressing or imposing covenants and conditions were used in each separate provision of this Lease.

SECTION 26
COVENANTS RUN WITH THE LAND

The parties hereto covenant and agree that all of the terms, covenants, conditions, agreements, rights, privileges, obligations, duties, specifications, and recitals in this Lease contained shall be construed as covenants running with the land, and as extending to, inuring to the benefit of, and binding upon Landlord and Tenant and their personal representatives, successors, and assigns to the same extent as if said personal representatives, successors, and assigns were herein named as original parties hereto, all to the end that this Lease shall bind the owner and holder of any interest whatsoever in or to the Premises and the Improvements thereon during the term; provided, however, that no rights shall accrue to any personal representative, successor, or assign of Tenant not permitted under Section 12.

SECTION 27
NO BROKER

The parties hereto covenant and agree with each other that no person is entitled to a brokerage commission, finder's fee, or other similar form of compensation in connection with the execution of this Lease. Each party agrees to hold harmless the other for any action or claim by a person alleging entitlement to such a fee and claiming through that party.

SECTION 28
HOLDING OVER

Should Tenant hold over in possession of the Premises after the expiration of this Lease, Tenant shall be deemed to be occupying the Premises from month to month, subject to such occupancy's being terminated by either party upon at least thirty (30) days' written notice, as though this Lease had continued. Such occupancy shall be subject to all of the terms, covenants, and conditions of this Lease insofar as the same may be applicable to a month-to-month tenancy. Nothing in this Section excludes Landlord's rights of re-entry or any other right hereunder.

SECTION 29
CAPTIONS

The captions appearing in this Lease are inserted only as a matter of convenience and do not define, limit, construe, or describe the scope or intent of the Sections of this Lease nor in any way affect this Lease.

SECTION 30
CALCULATION OF TIME

In computing any period of time prescribed or allowed by any provision of this Lease, the day of the act, event, or default from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included, unless it is a Saturday, Sunday, or a legal holiday, in which event the period runs until the end of the next day which is not a Saturday, Sunday, or legal holiday. Unless otherwise provided herein, all notice and other periods expire as of 5:00 p.m. on the last day of the notice or other periods.

SECTION 31
SEVERABILITY

If the application of any term or provision of this Lease whether in whole or in part is held invalid or unenforceable in general or in any instance, the remainder of this Lease shall not be affected by such holding and shall be fully valid and enforceable.

SECTION 32
LANDLORD'S WORK: ENVIRONMENTAL ASSESSMENT

The Landlord, at Landlord's sole cost and expense, will provide an environmental assessment to Tenant in order for Tenant to evaluate the requirements to remove asbestos and conduct lead abatement as part of Tenant's rehabilitation of the Premises. The parties acknowledge and agree, however, that Tenant shall be solely responsible for all environmental remediation necessary in connection with rehabilitation and conversion of the Premises.

SECTION 33
COUNTERPARTS

This Lease may be executed in multiple counterparts or in duplicate, and when so executed by all parties shall constitute one agreement.

SECTION 34
TOTAL AGREEMENT

This Lease contains the entire agreement between the parties and cannot be changed or modified except by a written instrument subsequently executed by the parties hereto.

SECTION 35
TIME OF THE ESSENCE

Time is of the essence in all provisions of this Lease to be performed by or on behalf of Tenant.

SECTION 36
THIRD PARTY RIGHTS

Notwithstanding anything to the contrary set forth elsewhere in this Lease, Landlord and Tenant hereby acknowledge and agree that Tenant's Investor Members shall be deemed third-party beneficiaries of the provisions of this Lease which entitle the Tenant's Designated Member to receive Notices hereunder and the Tenant's Investor Members to exercise Tenant's right to cure hereunder. Nothing herein, however, shall require Landlord to name any of Tenant's Investor Members in any legal proceedings instituted by Landlord under Section 16.

SECTION 37
OWNERSHIP OF IMPROVEMENTS

All improvements made by Tenant pursuant to the Plans and Specifications shall remain the property of Tenant until the end of the Term. At the end of the Term, Tenant's improvements shall be the property of Landlord. Tenant, however, shall have the absolute and unrestricted right (but not the obligation) to remove any or all of its personal property or trade fixtures as defined under applicable law prior to the end of the Term. Personal property and trade fixtures which are not removed prior to termination shall thereafter become the property of Landlord.

DOC# 1609366

IN WITNESS WHEREOF, Landlord and Tenant have caused this Lease to be executed, under seal, as of the date and year first above written.

LANDLORD:

CITY OF WAUSAU

By: James E. Tipple

MASTER TENANT:

Federal Building Redevelopment Limited Partnership

By: MetroPlains Partners, LLC, its General Partner

By:
Robert G. McCready,
Co-Chief Manager/Co-President

STATE OF WISCONSIN } SS
COUNTY OF MARATHON

The foregoing instrument was acknowledged before me this 31st day of January, 2011 by James E Tipple the Mayor of the City of Wausau, a municipal corporation of the State of Wisconsin, on behalf of said corporation.

Tammy E. S[illegible]
Notary Public
My Commission Expires [illegible]

NOTARY PUBLIC STATE OF WISCONSIN

STATE OF MINNESOTA } SS
COUNTY OF Anoka

The foregoing instrument was acknowledged before me this 1st day of February, 2011 by Robert G. McCready, the Co-Chief Manager/Co-President of MetroPlains Partners, LLC, a Minnesota limited liability company, on behalf of said company.

Notary Public

Notary Public-Minnesota
My Commission Expires Jan 31, 2015

1101131new.tlw.wpd 1/31/11 11:53 am

DOC # 1609366

EXHIBIT "A"
Legal Description

Parcel Identification No.: 291-2907-253-0490

Part of Block 8, Plat of the Village of Wausau (Original Plat of the City of Wausau), Sections 25 and 36, Township 29 North, Range 7 East, City of Wausau, Marathon County, Wisconsin, described as follows:

Commencing at the intersection of the south line of said Block 8 and a line 29 feet easterly of and parallel with the easterly line of Lot 1, said Block 8, the point of beginning.

Thence westerly along said south line of Block 8 to the easterly right-of-way of North First Street; thence northerly along said easterly right-of-way to the southerly right-of-way of Jefferson Street; thence easterly along said southerly right-of-way to a line 29 feet easterly of and parallel with the east lines of Lots 1, 4, 7 and 8, said Block 8; thence southerly along said parallel line to said south line of Block 8, the point of beginning.

EXHIBIT "B"
"Storage Area"

Historic furniture in the courtroom, including pews, desks, memorbilia remains the property of the City of Wausau.

A1609366 20 23 DOC# 1609366

FIRST AMENDMENT TO DEVELOPMENT AGREEMENT AND SECOND AMENDMENT TO MASTER GROUND LEASE

THIS FIRST AMENDMENT TO DEVELOPMENT AGREEMENT AND SECOND AMENDMENT TO MASTER GROUND LEASE (this "Amendment") is made effective as of the ____ day of __________, 2023 (the "Effective Date"), by and between the **City of Wausau, Wisconsin**, a Municipal Corporation of the State of Wisconsin (the "City") and **Federal Building Redevelopment Limited Partnership**, a Wisconsin limited partnership, or its designee, qualified to do business in Wisconsin ("Tenant").

RECITALS

WHEREAS, the City and Tenant entered into that certain Development Agreement dated as of January 31, 2011 (the "Development Agreement"); and

WHEREAS, pursuant to the Development Agreement, the City and Tenant entered into that certain Master Ground Lease dated as of February 1, 2011 (the "Ground Lease") with respect to the real property located in the City of Wausau, County of Marathon, State of Wisconsin, described on the attached Exhibit A (the "Premises"); and

WHEREAS, the City and Tenant entered into an Amended and Restated Master Ground Lease dated as of March 15, 2012; and

WHEREAS, the parties hereto now desire to amend certain terms of the Development Agreement and Ground Lease (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 Development Agreement or the Ground Lease, as the case may be).

NOW, THEREFORE, in consideration of the foregoing, and other valuable consideration, effective as of the Effective Date, the parties hereto agree as follows:

1. **Amendments to Development Agreement**.

Section 3 Rent shall be amended to reflect the addition of the $121,000.00 loan (b.)

3.a. Financing Assistance. Subject to the provisions of this Agreement, CITY shall loan Federal Building Limited Partnership, for a 30-year period, zero percent (0%) interest, $75,000.00 from TIF #3 for blight elimination, environmental testing and cleanup, site preparation, infrastructure, and utilities/services. Such funding shall be provided as set forth in the Development Plan, and the terms of such funding shall be evidenced by appropriate loan documents acceptable to CITY.

3.b. Subject to the provisions of this Agreement, CITY shall loan Federal Building Limited Partnership, for an 8-year period, two percent (2%) interest, $121,000 from TIF #3 for blight elimination and rehabilitation of the historical structure. Such funding shall be provided as set forth in the Development Plan, and the terms of such funding shall be evidenced by appropriate loan documents acceptable to City.

2. **Amendment to Master Ground Lease**. Addition of the $121,000.00 loan.

a. Section 1 Definitions. shall be amended to reflect the addition of the $121,000.00 loan from the City of Wausau.

Loan Documents: All documents evidencing or securing the Mortgages encumbering Tenant's leasehold interest in the Premises securing the following loans: first loan of $3,100,000.00 in favor of the Wisconsin Housing and Economic Development Authority, second loan of $548,800.00 in favor of the Wisconsin Department of Administration, third loan of $75,000.00 in favor of the City of Wausau, and fourth loan of $121,000.00 in favor of the City of Wausau.

Mortgages: The mortgages or deeds of trust encumbering Tenant's leasehold interest in the Premises described as follows: first mortgage securing indebtedness in the amount of $3,100,000.00 in favor of the Wisconsin Housing and Economic Development Authority, second mortgage securing indebtedness in the amount of $548,800.00 in favor of the Wisconsin Department of Administration, third mortgage securing indebtedness in the amount of $75,000.00 in favor of the City of Wausau, and fourth mortgage securing indebtedness in the amount of $121,000.00 in favor of the City of Wausau.

b. Section 3 Rent.

(a) Beginning on the Commencement Date and on the anniversary date thereof for each year during the Term, Tenant, without deduction, set-off, recoupment, counterclaim, or demand, shall pay the Annual Rent for the applicable year to Landlord at Landlord's Address, except for the annual rent payment due during the eight year loan shall be deferred, and shall first apply 7/1/2024, through the payment due 7/1/2031; however, the difference between the total annual loan payments and the Annual Rent payment due the City during the term of the loan (for example, $16,538.88 in 2023) shall continue to accrue during the term of the loan. This accrued amount will be paid back to the City after the termination of the loan, over the remaining term of the lease. By way of example, Metroplains will pay the City $17,000 in annual rent in 2023. Per the Development Agreement, this rent increases 2% annually and will continue to do so through the term of the lease with this amendment. The annual loan payments, which will begin in 2024, will be $16,538.88. Using the 2023 lease payment of $17,000 - $16,538.88 loan payment = $461.12 would be due to the City for rent on July 1, 2024.

3. **Lender Consent**. Tenant shall use commercially reasonable efforts to promptly obtain a consent to this Amendment from each of its mortgage lenders with a mortgage on Tenant's leasehold interest in the Premises in the form attached hereto or in a form otherwise reasonably acceptable to the City.

4. **Reaffirmation of Development Agreement and Master Ground Lease.** The Development Agreement and the Master Ground Lease, both as modified by this Amendment, remain in full force and effect, and all terms of the Development Agreement and the Master Ground Lease, as modified hereby, are hereby ratified and reaffirmed. The provisions of the Development Agreement and the Master Ground Lease not affected by this Amendment remain in full force and effect.

5. **Representations and Warranties of Tenant**. Tenant hereby represents and warrants to the City that:

a. After giving effect to this Amendment, all of the representations and warranties made by Tenant in the Development Agreement and the Development Agreement and the Master Ground Lease are true and accurate in all material respects on the Effective Date of this Amendment, and no event of default under the Development Agreement or the Master Ground Lease has occurred and is continuing as of the Effective Date of this Amendment.

b. The making, execution and delivery of this Amendment, and performance of and compliance with the terms of the Development Agreement and the Master Ground Lease, as amended, have been duly authorized by all necessary action of Tenant. This Amendment is the valid and binding obligation of Tenant, enforceable against Tenant in accordance with its terms.

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

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

TENANT:

Federal Building Redevelopment Limited Partnership

By: ________________________________
Rob McCready, Co-President

THE CITY

THE CITY OF WAUSAU, WISCONSIN

By: ________________________________
Katie Rosenberg, Mayor

Attest:

By: ________________________________
Kaitlyn A. Bernarde, Clerk

<u>**EXHIBIT A**</u>

<u>LEGAL DESCRIPTION OF THE PREMISES</u>

Lots 1, 4, 7 and 8, Block 8;

and

The West 29 feet of Lots 2, 3 and 6, Block 8, Original Plat of the City of Wausau, Marathon County, Wisconsin.

Parcel Identification Number: 291.2907.253.0490

MORTGAGEE'S CONSENT

WHEREAS, pursuant to a certain [Mortgage] (the "Mortgage") given to [___________] ("Lender") by Federal Building Redevelopment Limited Partnership ("Ground Lessee") dated at of [___________, ____] and recorded with the Register of Deeds for Marathon County, Wisconsin on [___________, ____] as Document No. [________], Lender took an interest, as mortgagee, in Ground Lessee's leasehold interest in a portion of the property described on Exhibit A attached to and made a part of this Declaration (the "Mortgaged Property"); and

WHEREAS, Lender now wishes to consent to the terms and conditions of this First Amendment to Development Agreement and Second Amendment to Master Ground Lease (this "Amendment").

NOW, THEREFORE, Lender hereby consents to Tenant entering into this Amendment.

[__________________________]

By:__________________________________
Name:________________________________
Title:_________________________________

Year	Total annual Rent	Total Annual Loan payment	Difference Rent-Loan = amount actually paid to rent	Amount being deferred until termination of the loan
2024	$17,340.00	$16,538.88	$801.12	$16,538.88
2025	$17,686.80	$16,538.88	$1,147.92	$16,538.88
2026	$18,040.54	$16,538.88	$1,501.66	$16,538.88
2027	$18,401.35	$16,538.88	$1,862.47	$16,538.88
2028	$18,769.38	$16,538.88	$2,230.50	$16,538.88
2029	$19,144.77	$16,538.88	$2,605.89	$16,538.88
2030	$19,527.66	$16,538.88	$2,988.78	$16,538.88
2031	$19,918.21	$16,538.88	$3,379.33	$16,538.88

AMENDED AND RESTATED MASTER GROUND LEASE

THIS AMENDED AND RESTATED MASTER LEASE (this "Lease"), which includes Exhibit A, is made as of the 15th day of March, 2012, by and between City of Wausau, Wisconsin, a Municipal Corporation of the State of Wisconsin ("Landlord") and Federal Building Redevelopment Limited Partnership, a Wisconsin limited partnership, or its designee, qualified to do business in Wisconsin ("Tenant")[1].

RECITALS

A. Landlord owns a fee simple interest in the Premises (hereinafter defined), which is a part of a larger parcel ("Fee Parcel").

B. The parties entered into a Master Lease with respect to the Fee Parcel on July 1, 2011, which defines their respective rights, duties, and liabilities relating to the Premises ("Original Master Lease").

C. The parties wish to amend and restate the terms of the Lease and redefine the area subject to this Lease as only the Premises, and not the entire Fee Parcel.

NOW, THEREFORE, WITNESSETH in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant hereby agree as follows:

SECTION 1
DEFINITIONS

For purposes of this Lease, Landlord and Tenant hereby agree that the following terms shall have the indicated meanings:

Additional Rent: All obligations, sums of money or charges required to be paid by Tenant under this Lease other than Annual Rent, whether or not such other obligations, sums or charges are designated "Additional Rent."

Application: Collectively, the Application for Obtaining Real Property for Historic Monument Purposes from the Landlord to the General Services Administration for the Federal Building dated February 25, 2004, and the Program of Preservation and Utilization for the Federal Building dated January 1, 2012.

Annual Rent: Fourteen Thousand Dollars ($14,000.00) during the first year of this Lease. Annual Rent shall increase each Lease year thereafter on the anniversary date of the Commencement Date by two percent (2%) of the prior year's Annual Rent. For example,

---

[1] Tenant is a Wisconsin limited partnership made up of Tenant's Investor Members, as the limited partners, and Federal Building Redevelopment GP, LLC, as the general partner. Federal Building Redevelopment GP, LLC is wholly owned by MetroPlains Partners, LLC.

Annual Rent in year two of the Lease would be $14,280.00; Annual Rent in year three of the Lease would be $14,565.50, etc.

Building: The Wausau Federal Building located at 317 North First Street, Wausau, Wisconsin.

Code: The United States Internal Revenue Code.

Commencement Date: July 1, 2011.

Development Agreement: That Development Agreement dated January 31, 2011 made by Federal Building Redevelopment Limited Partnership, approved by resolution of the City of Wausau Common Council dated January 25, 2011, as such Development Agreement may have been modified by the City of Wausau (including the waiver by the City of Wausau of the deadlines referenced in Sections 4 and 16 thereof, which are hereby acknowledged).

Determination of Eligibility: The Determination of Eligibility for National Register Listing of the Wausau Federal Building, dated December 10, 1998.

Event of Default: An event set forth in Section 13 of this Lease.

Fee Parcel: The real property described on Exhibit B attached hereto, which is a separate tax parcel. the Premises are only a portion of the Fee Parcel, as described on Exhibit A-1 and depicted on Exhibit A-2.

Governmental Authorities: All federal, state, county and local governmental or legislative bodies or units, including the Secretary of the Interior (through the National Park Service), the Wisconsin State Historic Preservation Office, and all other public officials, agencies, municipalities, and counties having jurisdiction with respect to the Premises.

Hazardous Material: Any hazardous or toxic substance, material, or waste under applicable law or regulation, now or hereafter existing, including, but not limited to, those substances, materials, and wastes now or hereafter listed in the United States Department of Transportation Hazardous Materials Table (49 CFR 172.101) or by the Environmental Protection Agency as hazardous substances (40 CFR Part 302) and amendments thereto, or such substances, materials and wastes that are or become regulated under any applicable federal, state, or local law, ordinance, or regulation including, but not limited to the Resource Conservation and Recovery Act, the Toxic Substances Control Act, the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA" or "Superfund"), the Clean Air Act, and the Clean Water Act.

Historic Requirements: All laws, regulations and requirements, now existing or hereafter established or created by any of the Governmental Authorities relating to historic aspects of the Premises or the preservation thereof, including requirements pursuant to Section 47 of the Code and requirements of the U.S. Department of Interior (through the National Park Service) and the Wisconsin State Historic Preservation Office, and the Quit Claim Deed, the Application and Determination of Eligibility.

Impositions: All charges and obligations relating to or arising from the Premises, including, without limitation, all taxes, license, and permit fees, charges for public utilities of any kind, including utilities supplied by Governmental Authorities and utilities supplied by private companies, and obligations for any and all other governmental charges, general and special, ordinary and extraordinary, unforeseen as well as foreseen, of any kind and nature whatsoever, further including, but not limited to, assessments for sidewalks, streets, sewers, water, or any public improvements, and any other improvements or benefits which shall, during the Term hereof be made, assessed, levied, or imposed upon, or become due and payable in connection with or a lien upon, the Premises, or any part thereof, or Improvements thereon, or upon this Lease. The Impositions shall not include any tax incurred by Landlord as a result of receipt of Annual Rent.

Improvements: All permanent improvements, including the Building, apartment dwelling units, and commercial space, if any, now or hereafter located on the Premises.

Landlord's Address: 407 Grant Street, Wausau, Wisconsin 54403, or as hereafter designated in writing by Landlord.

Landlord's Interest: Landlord's fee simple right, title and interest in the Premises.

Lease: This Amended and Restated Master Ground Lease (as amended pursuant to the terms hereof).

Legal Requirements: The Submittals and all laws, statutes, ordinances, orders, rules, regulations and requirements of all federal, state and local governmental or quasi-governmental entities, subdivisions, agencies, authorities or instrumentalities and the appropriate offices, departments, and boards thereof applicable to the Premises, including requirements and restrictions imposed on Landlord in that certain Quitclaim Deed by the United States of America to the City of Wausau dated August 3, 2005, recorded with the Marathon County Register of Deeds as document no. 14255613, including the restrictions and requirements relating to the Application.

LIHTC Requirements: All restrictions and requirements relating to occupancy, rents and operation of the Premises, including those set forth in Section 42 of the Code, and the applicable requirements of the state housing credit agency, requiring that all residential units (other than the manager's unit) be rented to qualified tenants, whose income is at or below 60% of the imputed area median gross income, at rents, as adjusted for utility costs, not to exceed 30% of such imputed median gross income or such lesser amount as may be approved by the State Housing Credit Agency (the "HCA").

Loan Documents: All documents evidencing or securing the Mortgages encumbering Tenant's leasehold interest in the Premises securing the following loans: first loan of $3,100,000.00 in favor of the Wisconsin Housing and Economic Development Authority, second loan of $548,800.00 in favor of the Wisconsin Department of Administration and third loan of $75,000.00 in favor of the City of Wausau.

Mortgages: The mortgages or deeds of trust encumbering Tenant's leasehold interest in the Premises described as follows: first mortgage securing indebtedness in the amount of $3,100,000.00 in favor of the Wisconsin Housing and Economic Development Authority, second mortgage securing indebtedness in the amount of $548,800.00 in favor of the Wisconsin Department of Administration and third mortgage securing indebtedness in the amount of $75,000.00 in favor of the City of Wausau.

Mortgagees: The holders of the Mortgages.

Notice of Default: A notice served by Landlord upon Tenant, Tenant's Designated Member and any Mortgagee upon the occurrence of a default by Tenant under Section 13.

Notices: All notices, requests, demands, or other communications which may be or are required or permitted to be served or given under this Lease.

Plans and Specifications: The final plans and specifications for rehabilitation of the Improvements approved by Landlord, which shall be consistent with the Submittals (as defined herein) as well as the Development Plan referenced in and as defined in the Development Agreement.

Premises: The property described in Exhibit A-1, and depicted on Exhibit A-2 hereto, including the Improvements thereon.

Quit Claim Deed: That certain Quitclaim Deed by the United States of America to the City of Wausau dated August 3, 2005, recorded with the Marathon County Register of Deeds as document no. 14255613.

Rent: All Annual Rent, Additional Rent and all other charges and costs hereunder payable by Tenant to Landlord under this Lease.

Sublease: The residential sublease agreements for the Premises from time to time entered into by Tenant with its Subtenants, the form of which shall be subject to reasonable approval of Landlord.

Sublessee or Subtenant: A tenant under any Sublease.

Submittals: The following plans, drawings and papers submitted by Tenant to and approved by the Secretary of Interior (through the National Park Service) relating to redevelopment of the Premises, the Building and the Improvements: Application for Part 1 Approval and Application for Part 2 Approval.

Taking: The acquisition by authority of any Governmental Authority in the legal and valid exercise of its power of eminent domain or by private purchase in lieu thereof by such Governmental Authority.

Tenant's Address: 801 Washington Avenue North, #108, Minneapolis, MN 55401, or as hereafter designated in writing by Tenant.

Tenant's Designated Member: The equity investor(s) in Tenant (or a representative thereof) designated from time to time in writing to Landlord by Tenant's Investor Members to receive Notices on behalf of Tenant's Investor Members hereunder. If Tenant's Investor Members do not designate in writing Tenant's Designated Member, Tenant's Investor Members shall be deemed Tenant's Designated Member for purposes of receiving notices hereunder.

Tenant's Investor Members: The equity investors in Tenant who currently are or will be Wincopin Circle, LLLP, a Maryland limited liability partnership, U.S. Bancorp Community Development Corporation, a Minnesota corporation and their respective successors and assigns.

Tenant Limited Partnership Agreement: The First Amended and Restated Limited Partnership Agreement of Tenant to be executed by the Tenant.

Term: The period commencing on the Commencement Date, which is defined previously as July 1, 2011, and ending on April 1, 2078, unless earlier terminated in the Event of Default.

When used herein, the singular shall apply to the plural, the plural to the singular, and the use of any gender shall apply to all genders.

SECTION 2
DEMISE OF PREMISES AND ACCESS THERETO

Landlord leases to Tenant and Tenant leases from Landlord pursuant to the terms, covenants and conditions set forth herein, the Premises together with the Improvements now existing or hereafter located thereon, for the Term. Tenant hereby accepts the Premises, including the Improvements and the Building, in "AS IS" condition.

In addition, as owner of the Fee Parcel, Landlord also grants to Tenant and Tenant's subtenants, agents, invitees and guests access to the Premises over, on and under the Fee Parcel to the public streets for (i) vehicular and pedestrian ingress and egress, and (ii) the installation, operation, repair and maintenance for any and all utilities, communication services or any other needs and services required for the operation of the Premises, provided if Tenant needs to disturb or alter the Fee Parcel for any such needs, Tenant shall promptly repair the Fee Parcel to the condition it was prior to such disturbance or alteration.

In addition, as owner of the Adjacent Parking Lot (as defined in Section 6(a)), Landlord also grants to Tenant and Tenant's subtenants, agents, invitees and guests non-exclusive access to the Premises over and on the roadway corridors located on the Adjacent parking Lot to the public streets for vehicular and pedestrian ingress and egress.

SECTION 3
RENT

(a) Beginning on the Commencement Date and on the anniversary date thereof for each year during the Term, Tenant, without deduction, set-off, recoupment, counterclaim, or demand, shall pay the Annual Rent for the applicable year to Landlord at Landlord's Address.

(b) Tenant, as Additional Rent, covenants and agrees, commencing on the Commencement Date and at all times thereafter during the Term, to pay, as the same become due and payable and before any fine, penalty, interest, or other charge which may be added thereto for the non-payment thereof, all Impositions excluding therefrom so such thereof as is properly allocable to periods before or after the Term. The parties agree to send promptly to the other party copies of any notices in respect of the Impositions.

(c) Tenant shall have the right, if Tenant disputes the amount or validity of any Impositions upon the Premises or Improvements thereon (whether in respect of the amount of tax assessment or otherwise) to contest and defend against the same, and in good faith diligently to conduct any necessary proceedings to prevent and avoid the same; provided, however, that such contest shall be prosecuted to a final conclusion as speedily as is reasonably possible. Any rebate made on account of any Impositions paid by Tenant shall belong and be paid to Tenant. Landlord agrees to render Tenant reasonable assistance in contesting the validity or amount of any Impositions, including joining in the execution of any reasonable documents, or the signing of any reasonable protests or pleadings, which Tenant may file, provided Tenant shall reimburse Landlord for the reasonable time of its staff, together with costs reasonably incurred by Landlord in connection therewith. In no event at any time shall Tenant allow any lien, charge, encumbrance or other blemish against Landlord's Interest in the Premises, except as expressly agreed to in writing by Landlord, and during any proceeding or contest relating to the Impositions, Tenant shall (by payment of such disputed Impositions, if necessary) prevent any foreclosure of, or any divesting thereby, of Landlord's Interest in the Premises, and shall further (by the payment of such disputed Impositions, if necessary) prevent the public sale or enforcement of any lien for such Impositions.

(d) If any rights or obligations of Tenant hereunder (whether relating to payment of Annual Rent, Additional Rent, payment of Impositions, or any other obligation of Tenant under this Lease) relate to a period in part before the Commencement Date, or in part after the date of termination of the Term, appropriate adjustments and prorations shall be made, except that in the case of early termination by reason of an Event of Default, nothing herein shall prohibit or be deemed to bar recovery by Landlord for such Rent, charges and obligations arising after said early termination.

SECTION 4
TERM

The Term of this Lease shall commence on the Commencement Date.

SECTION 5
TENANT'S OPERATING COSTS

In addition to the Annual Rent and Additional Rent, Tenant shall pay all costs arising or pertaining to operation and use of the Premises during the Term.

SECTION 6
USE OF PREMISES

(a) Tenant shall convert the Premises in compliance with the Plans and Specifications and use the Premises solely as a twenty-one (21) unit residential apartment complex. Landlord agrees to provide seven (7) parking spaces as designated parking for the Building site in the adjacent public parking area located south and east of the Premises ("Adjacent Public Parking Lot"). Five (5) of the spaces shall be designated for resident or guest use with two (2) spaces designated for handicapped use. Landlord shall be responsible for snow removal for the Tenant's parking spaces located in the Adjacent Public Parking Lot. Tenant shall not have the right to use any of the remaining parking spaces located in the Adjacent Public Parking Lot and shall include in its Subleases provisions prohibiting Subtenant's usage of such remaining spaces. Landlord and Tenant have provided for additional Subtenant parking pursuant to paragraph 5 of the Development Agreement. Tenant and its Subtenants and their respective agents and guests, in addition to access to and from the Premises which is otherwise available to the general public, shall be entitled during the Term on a non-exclusive basis to use the Adjacent Public Parking Lot for access to and from the Premises.

(b) From and after the Commencement Date, Tenant shall not commit or allow waste on the Premises and not use or allow use of the Premises for any unlawful purpose, or in violation of any certificate of occupancy, or for any purpose that may constitute a nuisance, public or private, nor suffer any dangerous article to be brought on the Premises unless safeguarded as required by law. From and after the Commencement Date, Tenant agrees to promptly comply with all applicable statutes, regulations, rules, ordinances, orders, and requirements of all Governmental Authorities, including those relating to Hazardous Material, Historic Requirements, Impositions, Legal Requirements, LIHTC Requirements, and the Americans with Disabilities Act of 1990. Tenant shall be responsible for the design, construction and rehabilitation of the Premises in compliance with requirements of present and future Legal Requirements, including those established by the Governmental Authorities. The parties agree to give notice promptly to each other of any notice from any Governmental Authorities relating to the Premises, including any notice pertaining to air and water quality, Hazardous Materials, waste disposal, air emissions, other environmental matters, or otherwise restricts the use or occupancy of the Premises for the purposes described in Section 6(a). Tenant may, in good faith, dispute the validity of any complaint or action taken pursuant to or under color of any of the foregoing, defend against the same, and, in good faith, diligently conduct any necessary proceedings to prevent and avoid any adverse consequence relating to same. Tenant agrees that any such contest shall be prosecuted to a final conclusion as speedily as possible, and Tenant will save Landlord harmless with respect to such Legal Requirements and actions required by any Governmental Authorities.

(c) From and after the Commencement Date, Tenant shall work diligently and exercise its best efforts to complete the construction and rehabilitation of the Premises pursuant to the Plans and Specifications on or before December 31, 2012.

(d) Tenant shall engage in leasing activities relating to the Premises at all times in compliance with Legal Requirements, including the LIHTC Requirements. Further, Tenant shall at all times maintain and operate the Premises in full accordance with Legal Requirements, including Historic Requirements and in compliance with applicable regulations issued by the Department of Housing and Urban Development, including laws and regulations relating to nondiscrimination (the "Housing Requirements").

(e) Tenant shall engage a property manager reasonably knowledgeable and experienced in matters relating to Legal Requirements, including LIHTC Requirements, Housing Requirements and Historic Requirements.

SECTION 7
MAINTENANCE AND REPAIR

From and after the Commencement Date, Tenant, at Tenant's sole cost and expense, shall keep the Premises and the Improvements structurally sound and in good order and condition, reasonable wear and tear excepted, and maintain the Premises, including the Improvements, in compliance with Legal Requirements, including the Submittals, Historic Requirements and LIHTC Requirements, and the requirements of applicable Governmental Authorities. All such maintenance and repairs shall be equal in quality to the original work. Landlord shall have no responsibility whatsoever relating to maintaining the structural integrity of the Premises, including the Improvements, or the maintenance or repair thereof. The parties acknowledge that the Quit Claim Deed imposes upon Landlord certain responsibilities, the breach of which may cause, *inter alia,* reversion of the Fee Parcel to the United States Government. As between the United States Government and the Landlord, nothing herein shall be deemed to nullify said responsibilities applicable to the Landlord under the Quit Claim Deed or constitute a waiver of the United States Government's rights with respect thereto in the event of a breach thereof. The parties, however, further acknowledge and agree that as between themselves, it shall be the responsibility of Tenant to perform Landlord's responsibilities under the Quit Claim Deed.

SECTION 8
RIGHT TO ENTER

Landlord, at all times during the Term, shall have reasonable access to the Premises, Except in the case of emergency, access to the Premises shall be at reasonable times and upon reasonable advance notice. In addition, in accordance with the Quit Claim Deed and the Application, the National Park Service has the right to reasonable access to the Premises, upon reasonable advance notice.

SECTION 9
CONSTRUCTION AND ALTERATION OF IMPROVEMENTS

(a) Except as provided for in the Plans and Specifications, neither Tenant nor any Sublessee shall have the right to make material changes, additions, or alterations, structural or otherwise, to the Improvements without the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned, or delayed. Any such changes, additions and/or alterations shall be in compliance with Legal Requirements, including the Submittals, Historic Requirements and LIHTC Requirements, and the requirements of applicable Governmental Authorities, in addition to such other requirements Landlord reasonably imposes in connection therewith. Any such work consented to by Landlord shall be performed in a good and workmanlike manner, in accordance with all applicable laws, statutes, ordinances, and codes, and without deviation or change in the Plans and Specifications in any material respect, as approved by Landlord.

(b) Except for the Mortgages, neither Tenant nor any Sublessee shall have authority, express or implied, to create or place or permit to be created or placed any lien or encumbrance, of any kind or nature whatsoever upon, or in any manner to encumber or bind the Premises. Tenant covenants and agrees to pay promptly all sums legally due and payable by Tenant or any Sublessee on account of any labor performed, or on account of any material supplied, on or to the Premises as to which any lien is or legally can be asserted against either Landlord's Interest in the Premises or Tenant's leasehold interest hereunder.

(c) Tenant shall not permit any Subtenant to alter the Premises in any manner, without the prior written approval of Landlord or in violation of the Legal Requirements, including the Submittals, Historic Requirements and LIHTC Requirements, and the requirements of applicable Governmental Authorities.

(d) Landlord and Tenant agree that during the Term, notwithstanding Landlord's fee simple interest, Tenant, to the extent allowed under law, shall be entitled to claim tax benefits and credits associated with the Premises and the Building, including depreciation and housing tax credits.

SECTION 10
INSURANCE

(a) Tenant, at its sole cost and expense, but for the mutual benefit of Tenant, its Mortgagees, and Landlord, as named additional insureds, as their interests may appear, shall maintain: (1) for the Premises "all risk" property insurance, issued by insurers authorized to do business and in good standing in the State of Wisconsin and rated A or better by A.M. Best & Company, in an amount equal to the full replacement cost of the Improvements or such lesser amounts as Landlord and Tenant shall mutually agree to be reasonably necessary for the protection of their respective interests in the Premises under this Lease; and (2) public liability insurance with coverage in amounts not less than $1,000,000.00 annual aggregate coverage and $1,000,000.00 per occurrence. Tenant may satisfy the insurance requirements imposed upon Tenant under this Lease through a blanket policy of insurance.

(b) Except to the extent claims result from any negligent or intentional act of Landlord or its agents or employees, Tenant agrees to defend, indemnify and hold Landlord harmless against any and all third party claims against Landlord relating to the Premises, including claims for (1) personal injury or death and property damage arising from the Premises, intentional or negligent acts of Tenant, its agents, contractors, employees, servants, Sublessees or invitees, or the occupancy or use by Tenant or its Sublessees of the Premises, or by Tenant's agents, contractors, employees, servants, Sublessees or invitees; (2) the lien of any contractor for labor or materials supplied in connection with the construction, repair or replacement of any Improvements; and (3) any lien, penalty, cost, expense or liability arising in connection therewith; and (4) together with attorney's fees and costs reasonably incurred by Landlord in defending any such claim or liability. Tenant's liability insurance policy shall include contractual liability coverage insuring Tenant's obligations under this Section. Tenant's obligations under this Section shall survive expiration or termination of this Lease.

(c) Subject to applicable Legal Requirements, including Historic Requirements, in the event that the Premises or any portion thereof is destroyed or not otherwise available for occupancy for more than thirty (30) days as a result of the occurrence of fire or other casualty event:

(i) If insurance proceeds received as a result of such casualty event are in the judgment of Tenant sufficient to rebuild an economically feasible project, then Tenant shall cause such proceeds to be used for reconstructing the Premises or part thereof, beginning no later than sixty (60) days following the payment of such insurance proceeds, provided any reconstruction shall be subject to Landlord's reasonable review and approval pursuant to Section 9(a) and shall not be deemed to trigger a reversion under the Quit Claim Deed; and

(ii) If insurance proceeds received as a result of such casualty event are in the judgment of Tenant <u>not</u> sufficient to rebuild an economically feasible project or part thereof, or the casualty occurs during the last two (2) years of the Term, then Tenant shall demolish and raze completely the damaged Improvements, including removing all basements and foundations, filling excavations, clearing the Premises, returning the surface to grade, and leaving the Premises safe and free of hazards and debris, and any insurance proceeds then remaining (other than proceeds payable for items other than the Improvements) shall be allocated and paid as follows: (i) to the United States Government, pursuant to the terms of the Quit Claim Deed for an agreed upon amount of $400,000 as agreed to a letter from the United States Government, General Services Administration dated March 30, 2012; (ii) then to Tenant's lenders to pay for Tenant's loans secured by the Premises to release the Premises of all mortgages; and (iii) then the balance to the Landlord, and this Lease shall terminate effective as of the date of such payment.

(d) Tenant shall deliver certificates of insurance policies required hereunder to Landlord prior to the Commencement Date and within thirty (30) days after Tenant's receipt of updated, renewed or new policies issued to Tenant during the balance of the Term. Each such certificate shall contain a clause or endorsement stating that the insurance may not be terminated except after thirty (30) days written notice to Landlord.

SECTION 11
CONDEMNATION

The following provisions shall apply if all or part of the Premises is permanently acquired by the power of eminent domain or any similar governmental power or any other acquisition in lieu of condemnation:

(a) If there is a Taking of the entire Premises, this Lease shall terminate as of the date title vests in the condemning authority.

(b) If a material part of the Premises is taken, either party, on thirty (30) days notice to the other party, may terminate this Lease as of the date title vests in the condemning authority or the date the Premises become unusable for the purpose described in Section 6(a), whichever occurs first. To exercise notice hereunder, the notifying party must give the other party written notice of termination within thirty (30) days after the nature and extent of the Taking have been finally determined.

(c) If an immaterial part of the Premises is taken, the Lease shall continue and the condemnation proceeds shall be used by Tenant to restore the Premises as near as reasonably possible to the condition that existed before the Taking. The balance, if any, shall be disbursed according to Section 11(d) below.

(d) Except as provided in Section 11(c), the proceeds of any Taking affecting the Premises shall be determined and allocated as set forth below. First, the condemnation proceeds shall be disbursed to the United States Government, pursuant to the terms of the Quit Claim Deed for an agreed upon amount of $400,000 as agreed to a letter from the United States Government, General Services Administration dated March 30, 2012; and then to Tenant's lenders to pay for Tenant's loans secured by the Premises to release the Premises of all mortgages. The balance shall be disbursed to the Landlord, and Tenant as follows. Landlord and Tenant shall mutually appoint an appraiser whose responsibility shall be, using the amount of the condemnation award as fair market value, to determine the fair market value of the Premises valued at the date of condemnation in two components: (i) the fair market value of the Premises without Tenant's improvements made under the Plans and Specification and (ii) the value of Tenant's improvements made under the Plans and Specifications. Landlord shall receive its pro rata share of the condemnation award proportional to the fair market value of the Premises valued as of the date of condemnation, excluding therefrom the value of Tenant's improvements made under the Plans and Specifications, and Tenant,, shall receive its pro rata share of the condemnation award proportional to the value of Tenant's aforesaid improvements.

Tenant shall be entitled to any separate payments available for relocation or business replacement, to the extent they do not reduce payments available under (a)-(c) above.

SECTION 12
ASSIGNMENT AND SUBLETTING

(a) Tenant may assign Tenant's interest in this Lease only with Landlord's prior written consent, which shall not be unreasonably withheld. No such assignment, however, shall relieve the Tenant from Tenant's obligations hereunder unless Landlord specifically agrees to release Tenant in writing. Tenant will notify the National Park Service of any changes in the Tenant's interest in this Lease.

(b) Tenant shall not enter into any Sublease of any portion of the Premises, the occupancy of which either singularly or in the aggregate with other Subtenants of the Premises, cause the Premises to be deemed "tax exempt use property" under applicable law or Section 47(c)(2)(B)(v) of the Internal Revenue Code of the United States of America. Further, the terms and provisions of Subleases shall at all times after the Commencement Date require Subtenants to be in compliance with Tenant's obligations hereunder, as well as the Legal Requirements, including the requirements of Governmental Authorities, Hazardous Material, Historic Requirements and LIHTC Requirements.

(c) The Landlord acknowledges that the Tenant's Investor Members, on written notice to Landlord, may from time to time transfer their respective interests in the Tenant and remove and replace the Tenant's general partner.

SECTION 13
EVENTS OF DEFAULT

(a) Any one or more of the following events shall constitute an "Event of Default" by Tenant hereunder:

(i) If default is a failure to timely pay any Rent or other sums due to the Landlord hereunder, the failure to cure same within fifteen (15) days from the date of Notice of Default; or

(ii) If default shall be made by Tenant in the material performance of, or in compliance with, any other terms, covenants, or conditions contained in this Lease, and the same is not cured within sixty (60) days from the date of Notice of Default from Landlord to Tenant; or

(iii) Default by Tenant under any of the Loan Documents or Mortgages pertaining to the Premises and entered into by Tenant, which default continues beyond the applicable period provided for the cure thereof.

(iv) Tenant's abandonment of the Premises for a period of 180 days after written notice thereof from Landlord to Tenant specifying the basis for Landlord's claim that an abandonment has taken place; however, surrender of all or any part of the leasehold interest of Tenant to mortgagee or to a permitted assignee or subtenant or such other party or parties succeeding to Tenant's interest hereunder, shall not constitute an abandonment.

(v) The appointment of a receiver to take possession of the Premises or of Tenant's leasehold estate or of Tenant's operations with respect to the Premises for any reason, including assignment for the benefit of creditors or voluntary or involuntary bankruptcy proceedings.

(vi) An assignment by Tenant for the benefit of creditors or the filing of a voluntary or involuntary petition by or against Tenant under any law for the purpose of adjudicating Tenant a bankrupt; or for extending time for payment, adjustment, or satisfaction of Tenant's liabilities; or for reorganization, dissolution, or arrangement on account of or to prevent bankruptcy or insolvency; unless the involuntary assignment or involuntary proceeding, and all consequent orders, adjudications, custodies, and supervisions are dismissed, vacated, or otherwise permanently stayed or terminated within 90 days after the assignment, filing, or other initiating event.

(vii) Tenant's failure to operate the Premises as multifamily housing in accordance with this Agreement and with LIHTC Requirements and Housing Requirements, subject to cure rights permitted by the State housing credit agency.

(b) Whenever Landlord serves upon Tenant a Notice of Default, Landlord agrees to contemporaneously serve such Notice of Default upon any Mortgagee and Tenant's Designated Member. The parties recognize that a Mortgagee or one or more of Tenant's Investor Members may exercise Tenant's cure rights hereunder.

SECTION 14
CURING OF DEFAULT

(a) With respect to an Event of Default (other than an Event of Default under Section 13(a)(i)), if such default cannot, by due diligence, be cured within the period of time specified in Section 13, provided Tenant commences curing of such default within the period specified in Section 13 and Tenant diligently exercises best efforts to promptly cure such default, in which event Tenant shall be entitled to a reasonable additional period of time to effectuate cure.

(b) If Tenant fails to cure an Event of Default within the time specified in Sections 13(a)(i) or 13(a)(ii) or 14(a), Landlord agrees that it will take no action to effect a termination of this Lease by reason of any Event of Default without first giving the Tenant's Investor Members notice of such uncured Event of Default and giving the Tenant's Investor Members an additional fifteen (15) days to cure an Event of Default under Section 13(a)(i) and an additional sixty (60) days to cure an Event of Default under Section 13(a)(ii).

(c) The parties recognize that the Landlord does not control exercise of the reverter under the Quitclaim Deed by the United States Government. Accordingly, notwithstanding any notice and cure provisions herein, it shall be an Event of Default hereunder if Tenant fails to promptly and reasonably cure a breach of its obligations hereunder in a timely manner sufficient to avoid a situation that would result in exercise or potential exercise of the right of reverter by the United States under the Quit Claim Deed. Further, in the event a Governmental

Authority, including the United States (or any agency thereunder) issues a written notice specifying a deadline by which compliance with the requirements of the Quit Claim Deed must be met, and the failure to cure within said deadline will result in the exercise of the United States' right of reverter under the Quit Claim Deed, the deadline in the written notice shall be the applicable cure period under this Lease.

SECTION 15
LANDLORD'S PERFORMANCE

Landlord may undertake to cure any breach by Tenant hereunder. If Landlord undertakes such cure, Tenant shall be responsible for all Landlord's costs relating to Landlord's cure, including reasonable attorney's fees and costs, which cure sums shall bear interest from the date of expenditure by Landlord at the rate of twelve percent (12%) per annum. Any such expenditures by Landlord hereunder shall not be deemed a waiver by Landlord of Tenant's breach. Further, such expenditures further shall be considered Rent and constitute a monetary breach for purposes of the notice requirements under Section 13(a)(i). Accordingly, Tenant shall have thirty (30) days from the date of the applicable Notice of Default under Section 13(a)(i) to pay Landlord in full for Landlord's cure expenditures plus interest thereon.

SECTION 16
LANDLORD'S REMEDIES

(a) Upon the occurrence of any Event of Default pursuant to Section 13 of this Lease, after notice and failure to cure as provided in Sections 13 and 14, Landlord may take whatever action at law or in equity, including specific performance of the provisions of this Lease or injunction against its violation, as may appear necessary or reasonable to enforce performance or observance of any covenant, condition, agreement, or obligation of Tenant under this Lease, and may, in addition to such remedies: (1) terminate this Lease and, at Landlord's option, recover from Tenant all unpaid Rent to the date of termination, with interest at twelve percent (12%) per annum; (2) reenter the Premises without termination of the Lease and Tenant's right to possession, and enforce Landlord's rights and remedies under the Lease; (3) with or without termination of this Lease or Tenant's right of possession, cure Tenant's default and thereafter enforce its rights pursuant to Section 15; (4) without termination of the Lease, terminate Tenant's right to possession of the Premises. No payment, performance, or act of compliance by Landlord of or with any of Tenant's obligations under this Lease shall constitute a waiver or cure of Tenant's default, or render Landlord liable for any loss or damage resulting from any such payment, performance or act of compliance. Landlord's remedies shall be cumulative, and Landlord's election to pursue any remedy expressly provided for herein shall not be deemed to exclude or waive any other remedy allowed by law or in equity.

(b) In the Event of Default, after notice and failure to cure as provided in Sections 13 and 14, Landlord shall be entitled to recover against Tenant its reasonable legal fees and costs.

SECTION 17
LANDLORD'S WARRANTIES

Landlord warrants that so long as Tenant shall not be in default hereunder beyond any applicable cure period, including the Tenant's Investor Member's cure period provided herein, Tenant shall quietly hold, occupy, and enjoy the Premises and all rights relating thereto during the Term, without hindrance, ejection, or molestation by Landlord or any party claiming by, through, or under Landlord.

SECTION 18
ESTOPPEL CERTIFICATES

Landlord agrees at any time and from time to time, within 10 days after reasonably requested by Tenant in writing, to execute, acknowledge, and deliver, without charge, to Tenant, or to any person designated by Tenant, a statement in writing certifying: (i) that this Lease is in full force and effect and has not been modified, assigned, subleased, supplemented, or amended except by such writings as shall be stated; (ii) that no Notice of Default of this Lease has been served on Tenant (or if Landlord has served such notice, that the default has been cured or the termination has been revoked, if such be the case); (iii) that Landlord has no claims against Tenant hereunder (or, if Landlord has any such claims, specifying the same); and (iv) the dates to which the Annual Rent and Additional Rent have been paid by Tenant.

SECTION 19
PASSTHROUGH ELECTION

(a) Tenant shall prepare and submit, with Landlord's cooperation, to the National Park Service, the Secretary of the Treasury and/or the Internal Revenue Service (or any other governmental authority designated for such purpose), on a timely basis, any and all requests for approval, reports, information returns and other certifications and information required:

(i) to ensure that the rehabilitation of the Building (as such term is defined in the Tenant Limited Partnership Agreement) will qualify for Federal Historic Credit pursuant to Section 47 of the Internal Revenue Code (the "Federal Historic Credits"); and

(ii) subject to the provisions of this Lease, to avoid recapture of Federal Historic Credits under Section 50 of the Code or reduction of Federal Historic Credits under Section 49, Section 50(b)(3) or Section 168(h) of the Code.

Nothing herein shall be deemed a representation by Landlord with respect to Tenant's eligibility for the above-described tax treatment or benefits, and any expenses and costs relating thereto shall be solely the responsibility of Tenant.

SECTION 20
NOTICES

All Notices shall be in writing and shall be sent by a nationally recognized next-business- day courier service or facsimile (with evidence of receipt) to Landlord or Tenant at the respective address set forth in Section 1. Either party, a Mortgagee or Tenant's Designated Member may, by notice given as aforesaid, change its address for all subsequent Notices. Notices shall be deemed given on the next business day following the day when transmitted in accordance herewith.

SECTION 21
RECORDING

The parties hereto agree that a counterpart original of this Master Ground Lease or a Memorandum of this Lease may be recorded by either party with the Marathon County, Wisconsin, Register of Deeds.

SECTION 22
WAIVER OF JURY TRIAL

Landlord and Tenant waive trial by jury in any action or proceeding brought by either of the parties hereto against the other or on any counterclaim in respect thereof on any matters whatsoever arising out of, or in any way connected with, this Lease, the relationship of Landlord and Tenant, Tenant's use or occupancy of the Premises and/or any claim of injury or damage under this Lease.

SECTION 23
NO PARTNERSHIP

Landlord shall not be construed or held to be a partner or associate of or joint venturer with Tenant in the conduct of Tenant's business, it being expressly understood and agreed that the relationship between the parties hereto is and shall at all times remain, during the Term, that of landlord and tenant.

SECTION 24
NO WAIVER

No failure by Landlord or Tenant to insist upon the performance of any term, covenant, or condition of this Lease or to exercise any right or remedy consequent upon a default or Event of Default hereunder, and no acceptance of full or partial payment of Annual Rent or Additional Rent during the continuance of any such default or Event of Default shall constitute a waiver of any such default or of such term, covenant, or condition. No waiver of any default or Event of Default shall affect or alter this Lease, but each and every term, covenant, and condition of this Lease shall continue in full force and effect with respect to any other then existing or subsequent default or Event of Default hereunder.

SECTION 25
APPLICABLE LAW, CONSTRUCTION OF LANGUAGE OF LEASE

This Lease is made pursuant to, and shall be construed and enforced in accordance with, the laws in force in the State of Wisconsin. All provisions of this Lease shall be construed to be "conditions" and "covenants" as though language specifically expressing or imposing covenants and conditions were used in each separate provision of this Lease.

SECTION 26
COVENANTS RUN WITH THE LAND

The parties hereto covenant and agree that all of the terms, covenants, conditions, agreements, rights, privileges, obligations, duties, specifications, and recitals in this Lease contained shall be construed as covenants running with the land, and as extending to, inuring to the benefit of, and binding upon Landlord and Tenant and their personal representatives, successors, and assigns to the same extent as if said personal representatives, successors, and assigns were herein named as original parties hereto, all to the end that this Lease shall bind the owner and holder of any interest whatsoever in or to the Premises and the Improvements thereon during the term; provided, however, that no rights shall accrue to any personal representative, successor, or assign of Tenant not permitted under Section 12.

SECTION 27
NO BROKER

The parties hereto covenant and agree with each other that no person is entitled to a brokerage commission, finder's fee, or other similar form of compensation in connection with the execution of this Lease. Each party agrees to hold harmless the other for any action or claim by a person alleging entitlement to such a fee and claiming through that party.

SECTION 28
HOLDING OVER

Should Tenant hold over in possession of the Premises after the expiration of this Lease, Tenant shall be deemed to be occupying the Premises from month to month, subject to such occupancy's being terminated by either party upon at least thirty (30) days' written notice, as though this Lease had continued. Such occupancy shall be subject to all of the terms, covenants, and conditions of this Lease insofar as the same may be applicable to a month-to-month tenancy. Nothing in this Section excludes Landlord's rights of re-entry or any other right hereunder.

SECTION 29
CAPTIONS

The captions appearing in this Lease are inserted only as a matter of convenience and do not define, limit, construe, or describe the scope or intent of the Sections of this Lease nor in any way affect this Lease.

SECTION 30
CALCULATION OF TIME

In computing any period of time prescribed or allowed by any provision of this Lease, the day of the act, event, or default from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included, unless it is a Saturday, Sunday, or a legal holiday, in which event the period runs until the end of the next day which is not a Saturday, Sunday, or legal holiday. Unless otherwise provided herein, all notice and other periods expire as of 5:00 p.m. on the last day of the notice or other periods.

SECTION 31
SEVERABILITY

If the application of any term or provision of this Lease whether in whole or in part is held invalid or unenforceable in general or in any instance, the remainder of this Lease shall not be affected by such holding and shall be fully valid and enforceable.

SECTION 32
LANDLORD'S WORK: ENVIRONMENTAL ASSESSMENT

The Landlord, at Landlord's sole cost and expense, will provide an environmental assessment to Tenant in order for Tenant to evaluate the requirements to remove asbestos and conduct lead abatement as part of Tenant's rehabilitation of the Premises. The parties acknowledge and agree, however, that Tenant shall be solely responsible for all environmental remediation necessary in connection with rehabilitation and conversion of the Premises.

SECTION 33
COUNTERPARTS

This Lease may be executed in multiple counterparts or in duplicate, and when so executed by all parties shall constitute one agreement.

SECTION 34
TOTAL AGREEMENT

This Lease contains the entire agreement between the parties and cannot be changed or modified except by a written instrument subsequently executed by the parties hereto.

SECTION 35
TIME OF THE ESSENCE

Time is of the essence in all provisions of this Lease to be performed by or on behalf of Tenant.

SECTION 36
THIRD PARTY RIGHTS

Notwithstanding anything to the contrary set forth elsewhere in this Lease, Landlord and Tenant hereby acknowledge and agree that Tenant's Investor Members shall be deemed third-party beneficiaries of the provisions of this Lease which entitle the Tenant's Designated Member to receive Notices hereunder and the Tenant's Investor Members to exercise Tenant's right to cure hereunder. Nothing herein, however, shall require Landlord to name any of Tenant's Investor Members in any legal proceedings instituted by Landlord under Section 16.

SECTION 37
OWNERSHIP OF IMPROVEMENTS

All improvements made by Tenant pursuant to the Plans and Specifications shall remain the property of Tenant until the end of the Term. At the end of the Term, Tenant's improvements shall be the property of Landlord. Tenant, however, shall have the absolute and unrestricted right (but not the obligation) to remove any or all of its personal property or trade fixtures as defined under applicable law prior to the end of the Term. Personal property and trade fixtures which are not removed prior to termination shall thereafter become the property of Landlord.

SECTION 38
HISTORIC PERSONALTY

In the Submittals, the Tenant proposes redevelopment of the Building in a manner that will not require use of certain personalty associated with the Building, which personalty may be considered of historic significance. Such moveable personalty was primarily located in the courtroom area of the Building and includes benches, seats and railing. Landlord shall remove such moveable personalty, which shall at all times remain the property of Landlord. To the extent such personalty under the Submittals, the Quit Claim Deed and the Application must be maintained on the Premises, Tenant shall be responsible for maintenance and preservation of such personalty consistent with Legal Requirements and Historic Requirements.

SECTION 39
LANDLORD'S REPRESENTATIONS AND COVENANT

The Landlord hereby represents that as of the date hereof, it is not in receipt of any notice from the United States of America, acting by and through the General Services Administration, of any default under or breach of the Quitclaim Deed), that has given rise to a reversion thereunder. To the Landlord's knowledge, it has not committed any default under or breach of the City's Quit Claim Deed that, with the passage of time, will give rise to a reversion thereunder. Landlord covenants that it will comply with its obligations under the City's Quit Claim Deed so as to avoid a reversion thereunder, but shall not be responsible for such obligations which are solely within the Tenant's control or are obligations of Tenant hereunder.

SECTION 40
ORIGINAL LEASE

SECTION 40
ORIGINAL LEASE

Landlord and Tenant agree that the Original Lease is superseded by this Amended and Restated Lease. Tenant's only interest in the Fee Parcel relates to the Premises.

IN WITNESS WHEREOF, Landlord and Tenant have caused this Amended and Restated Master Ground Lease to be executed, under seal, as of the date and year first above written.

LANDLORD:

CITY OF WAUSAU

By: James E. Tipple

MASTER TENANT:

Federal Building Redevelopment Limited Partnership

By: Federal Building Redevelopment GP, LLC,
its General Partner

By: ______________________
Robert G. McCready,
Co-Chief Manager/Co-President

STATE OF WISCONSIN

SS

COUNTY OF MARATHON

The foregoing instrument was acknowledged before me this 28th day of March, 2012, by James E. Tipple, the Mayor of the City of Wausau, a municipal corporation of the State of Wisconsin, on behalf of said corporation.

Lois A. Bauer

Notary Public

My commission is/expires: 5/11/14

STATE OF MINNESOTA

SS

COUNTY OF Hennepin

The foregoing instrument was acknowledged before me this 29th day of March, 2012, by Robert G. McCready, the Co-Chief Manager/Co-President of Federal Building Redevelopment GP, LLC, a Minnesota limited liability company, on behalf of said company, as general partner of Federal Building Redevelopment Limited Partnership.

Gale Larson

Notary Public

My commission is/expires: 1/31/2015

GALE E LARSON
NOTARY PUBLIC - MINNESOTA
My Commission Expires Jan. 31, 2015

EXHIBIT "A-1"
Legal Description of Premises

That part of Lots 1, 4, 7 and 8 of Block 8 of the Original Plat of the City of Wausau, located in the Southwest Quarter of the Southwest Quarter of Section 25, and in the Northwest Quarter of the Northwest Quarter of Section 36, all in Township 29 North, Range 7 East, City of Wausau, Marathon County, more particularly described as follows:

Commencing at the Southwest corner of Section 25, Township 29 North, Range 7 East; thence North 04 degrees 54 minutes 01 seconds West along the West line of the Southwest Quarter of said Section 25, 221.44 feet to the extension of the South Right-Of-Way of Jefferson Street; thence North 89 degrees 55 minutes 15 seconds East along said South Right-Of-Way, 178.72 feet; thence South 00 degrees 06 minutes 53 seconds East, 5.00 feet to the point of beginning; thence South 00 degrees 06 minutes 53 seconds East, 69.24 feet; thence North 89 degrees 43 minutes 15 seconds East, 19.28 feet; thence South 00 degree 18 minutes 32 seconds East, 22.80 feet; thence North 89 degrees 45 minutes 14 seconds East, 2.92 feet; thence South 00 degree 14 minutes 22 seconds East, 50.15 feet; thence South 89 degrees 49 minutes 57 seconds West, 2.35 feet; thence South 00 degree 05 minutes 51 seconds West, 50.55 feet; thence South 89 degrees 48 minutes 20 seconds West, 5.40 feet; thence South 00 degrees 11 minutes 40 seconds East, 45.58 feet to the North Right-Of-Way of Washington Street; thence North 89 degrees 58 minutes 19 seconds West along said North Right-Of-Way, 80.24 feet to the beginning of a curve; thence along the arc of a curve to the right, said curve having a radius of 37.00 feet, an arc length of 42.44 feet and a long chord of 40.16 feet which bears North 35 degrees 15 minutes 46 seconds West; thence North 07 degrees 33 minutes 50 seconds West, 41.57 feet; thence North 00 degree 03 minutes 49 seconds East, 112.33 feet to the beginning of a curve; thence along the arc of a curve to the right, said curve having a radius of 52.00 feet, an arc length of 81.55 feet and a long chord of 73.45 feet which bears North 45 degrees 08 minutes 06 seconds East; thence North 89 degrees 55 minutes 15 seconds East, 41.72 feet to the point of beginning and there terminating.

Marathon County, Wisconsin

EXHIBIT "A-2"
Depiction of Premises

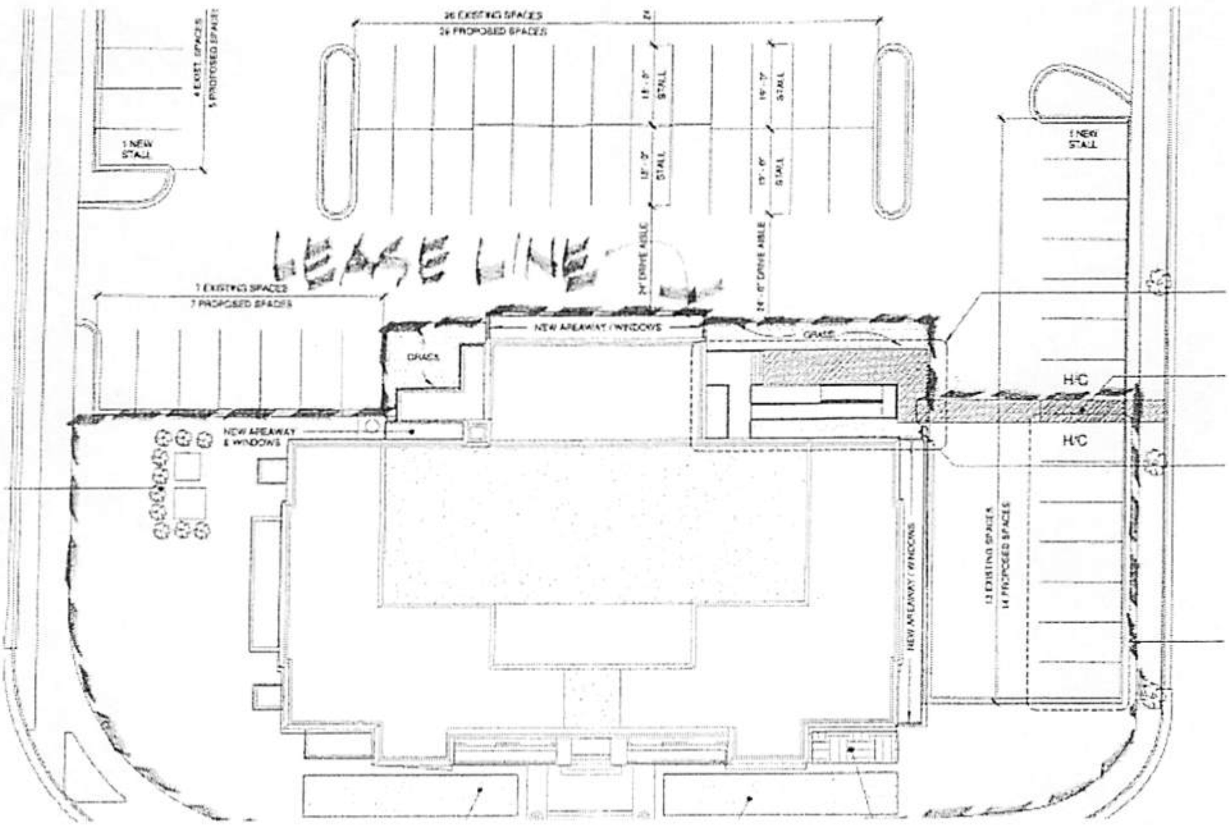


EXHIBIT "B"
Legal Description of Fee Parcel

LOTS 1, 4, 7 AND 8, BLOCK 8;

AND

THE WEST 25 FEET OF LOTS 2, 3 AND 6, BLOCK 8,
ORIGINAL PLAT OF THE CITY OF WAUSAU,
MARATHON COUNTY, WISCONSIN.

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

RESOLUTION OF THE FINANCE COMMITTEE

Approving 2023 Budget Modifications – Washington Street Sewer Siphon Project

Committee Action:	Approved 5-0
Fiscal Impact:	$480,000
File Number:	22-1109
Date Introduced:	July 11, 2023

FISCAL IMPACT SUMMARY

COSTS	*Budget Neutral*	Yes☐ No☒	
	Included in Budget:	Yes☐ No☒	*Budget Source: TID 8*
	One-time Costs:	Yes☒ No☐	*Amount: $480,000*
	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 Common Council approved the amendment to Tax Increment District Eight to add project costs including the 2023 Washington Street Siphon Project and

WHEREAS, funding through the TID district will relieve financial pressures on the Wausau Wastewater Utility budget; and

WHEREAS, the Finance Committee has reviewed and recommends the 2023 budget modification to finance the city's obligation.

*Fund	*Cost Center	Revenue Category	Spend Category	Project	Program	Grant	Debit Amount
408 Tax Increment District Eight	Wastewater Capital Projects		58415 Wastewater Force Mains - Capital	2023 Washington Street Siphon Project			$480,000.00

NOWTHERE 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 outlined above.

Approved:

____

Katie Rosenberg, Mayor

FINANCE COMMITTEE

Date and Time: Tuesday, June 27, 2023 @ 5:30 pm., Council Chambers
Members Present: Lisa Rasmussen, Michael Martens, Carol Lukens, Sarah Watson, and Doug Diny
Others Present: Maryanne Groat, Katie Rosenberg, Eric Lindman, Jeremy Kopp, Solomon King, Tammy Stratz, Dustin Kraege, Kaitlyn Bernarde, and Phil Cossan – Ehlers (by WebEx)

Discussion and possible action approving a budget modification for the Washington Street Sanitary Sewer Siphon Replacement project.

Lisa Rasmussen explained this is a replacement of a line approved in the budget under the utility improvements to stem off debt and borrowing in the utility. The proposal is for a budget modification to fund it from the tax increment district instead of out of the utility. It will serve two buildings, the depot that is being converted for the Chamber office and the building on Clark's Island, which is set for future development as well as part of the South Area Master Plan.

Motion by Diny, second by Lukens to approve the budget modification. Motion carried 5-0.

Dept. of Public Works & Utilities

Eric Lindman, P.E.
Director of Public Works & Utilities

TO: Finance Committee

FROM: Eric Lindman, P.E.
Director of Public Works & Utilities

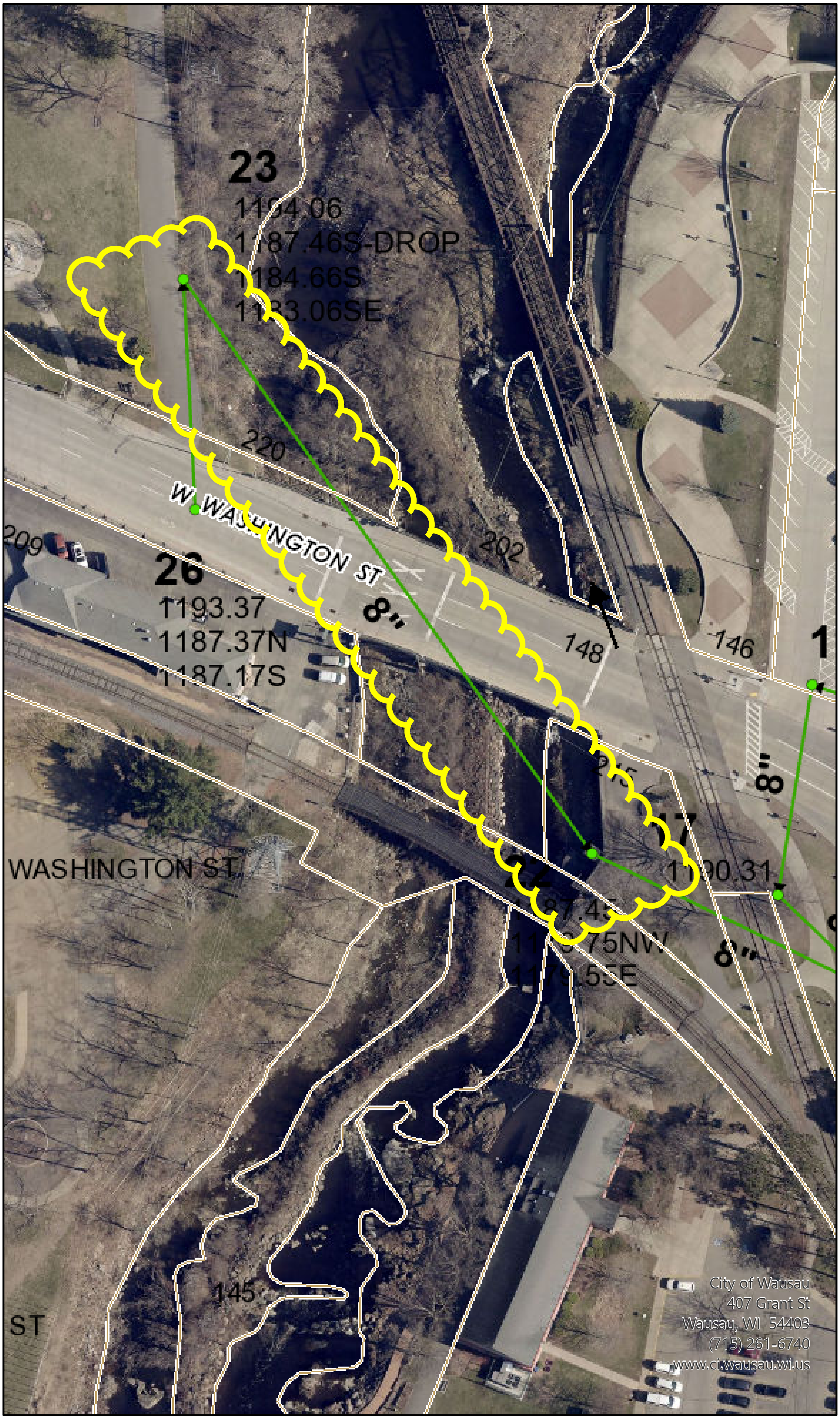
DATE: July 27, 2023

SUBJECT: Washington St Siphon Replacement Project - $480,000

This project will replace a sanitary sewer siphon pipeline running under the river and under the Washington St Bridge. This line freezes each year and requires high maintenance and monitoring. The sanitary siphon currently serves one property, the chamber (Old Depot). The new line will serve the Chamber and connect the Clark Island Building, which is not currently connected to sanitary sewer. The new design will address the freezing issues reducing the level of maintenance required.

This project was originally approved as a capital project through the utility budget, but it is now included in the new TID plan. To help alleviate utility expenditures until revenue from rates can be fully realized it is proposed to fund this project with TID funding.

A budget modification is requested to fund this project through the TID rather than through utility borrowing as was previously proposed.



ArcGIS Web Map

City of Wausau / DPW

Date Printed: 6/7/2023

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mi

Municipal Boundaries

Parcel

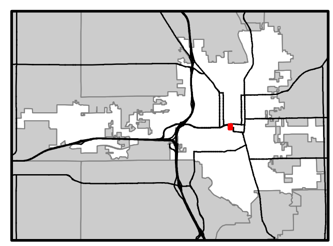
Collector

Manhole

Red: Band_1

Green: Band_2

Blue: Band_3



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NOTES:
1. Duplication of this map is prohibited without the written consent of the City of Wausau DPW / GIS Dept.

2. This map was compiled and developed by the City of Wausau and Marathon County GIS. The City and County assume no responsibility for the accuracy of the information contained herein.

3. City of Wausau
Public Works / GIS Division
407 Grant St
Wausau, WI 54403
www.ci.wausau.wi.us

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

RESOLUTION OF THE FINANCE COMMITTEE

Approving 2023 Budget Modifications – Ambulance purchase

Committee Action:	Approved 5-0
Fiscal Impact:	$278,477
File Number: 22-1109A	**Date Introduced:** July 11, 2023

FISCAL IMPACT SUMMARY			
COSTS	*Budget Neutral*	Yes ☐ No ☒	
	Included in Budget:	Yes ☐ No ☒	*Budget Source: 2022 Debt Proceeds, budgeted funds*
	One-time Costs:	Yes ☒ No ☐	*Amount: $445,209*
	Recurring Costs:	Yes ☐ No ☒	*Amount:*
SOURCE	*Fee Financed:*	Yes ☐ No ☒	*Amount:*
	Grant Financed:	Yes ☐ No ☒	*Amount:*
	Debt Financed:	Yes ☒ No ☐	*Amount new issue* *Annual Retirement*
	TID Financed:	Yes ☐ No ☒	*Amount:*
	TID Source: Increment Revenue ☐ *Debt* ☐ *Funds on Hand* ☐ *Interfund Loan* ☐		

RESOLUTION

WHEREAS, your Fire Department and Motor Pool Fleet staff recommended the replacement of two ambulances in 2023; and

WHEREAS, dramatic price increases exceeded budget and the Finance Committee authorized the purchase of a single ambulance on January 24, 2023 with the decision to purchase a second ambulance after the 2022 financial results were available; and

WHEREAS, staff revisited the second purchase at the Finance Committee on June 27th where they reported additional price hikes and delivery delays; and

WHEREAS, staff were able to negotiate a small price savings of $9,500 on the second ambulance; and

WHEREAS, the Finance Committee has reviewed and recommends funding the 2nd ambulance with funds on hand and available from the 2022 debt issuance and approving the related 2023 budget modification to
finance the city's obligation.

Ledger Account/Summary	*Fund	*Cost Center	Spend Category	Project	Percentage Change	Amount Change
60000:Capital Outlay	770 Motor Pool	Fire Capital	58193 Motor Vehicles - Fire		0	278,477.00
49200:Transfer from Other Funds	770 Motor Pool	Motor Pool			0	-278,400.00
50920:Transfers to Other Funds	440 Capital Projects Fund - Bond Proceeds	Fire Capital	59270 Transfer To Internal Service Fund		0	278,400.00

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 outlined above.

Approved:

____

Katie Rosenberg Mayor

FINANCE COMMITTEE

Date and Time: Tuesday, June 27, 2023 @ 5:30 pm., Council Chambers
Members Present: Lisa Rasmussen, Michael Martens, Carol Lukens, Sarah Watson, and Doug Diny
Others Present: Maryanne Groat, Katie Rosenberg, Eric Lindman, Jeremy Kopp, Solomon King, Tammy Stratz, Dustin Kraege, Kaitlyn Bernarde, and Phil Cossan – Ehlers (by WebEx)

Discussion and possible action regarding the purchase of 2nd Ambulance

Lisa Rasmussen stated in January they had put a hold on the purchase of a second ambulance because the cost had escalated and decided to wait to see what the 2022 surplus was; however, we learned when the 2022 investments were adjusted to market based on inflation, there is not a profit from 2022 to spend She indicated the documentation from January substantiating the need for the second ambulance with an updated cost was in the packet. She noted the price of the unit is not going down.

Maryanne Groat stated towards the end of April they approved the capital project carryover resolutions, and the audit has been completed. She looked at the proceeds from the capital of 2022 and in the Bond Proceeds Fund there was $455,000 left. She indicated they carried over approximately $150,000 for some DOT projects. She felt there was enough money there to apply to the ambulance purchase. These are already borrowed funds, but if the ambulance is going to last up to 10 years, we are amortizing it over 10 years.

Deputy Fire Chief Jeremy Kopp stated if the ambulance is ordered now, it would be received in late 2024. He indicated he received an email today that stated the demo's they have on hand will likely disappear within the next 60 days. If we get in on one of those demo's we can have it here by next year, which we truly need. The first ambulance that was purchased is due to arrive this October/November and we continue to have struggles with he five ambulances we currently have. If we get a demo for this second one, it could arrive as early as July 2024 if we order in the next 60 days.

Motion by Martens, second by Lukens to authorize ordering and approve a budget modification for the purchase of the 2nd ambulance with unexpended 2022 capital borrowing funds. Motion carried 5-0.

Department of Public Works
Construction & Maintenance Division

Solomon King
Fleet Manager

MEMORANDUM

DATE: June 22nd, 2023

TO: Finance Committee

FROM: Solomon King, Fleet Manager

RE: Purchase of Additional Ambulance from American Response Vehicles

This memo is to provide information for the purchase of a second ambulance that was originally discussed at the Finance Committee on 1/24/2023.

Finance Committee was presented a request from the Fire Dept. and Fleet to purchase two ambulances. The purchase was through cooperative procurement. A grant of $100,000.00 was awarded to go towards the purchase of one ambulance. After discussion, it was determined to go forward with the purchase of one ambulance and to have additional discussions mid-year on the purchase of the second unit.

The purchase price has increased compared to the ambulance ordered in February. To help with those increases, ARV discussed and agreed to take an additional $9,500.00 off the final price. They noted the additional discount was because the reduction in design time and they would like to earn our business and trust.

The purchase price of the second ambulance is $445,209.00. The amount remaining in the 2023 Fire Dept. replacement budget is $166,732.53. The total request for additional funds to complete the purchase is $278,476.47.

From Fleet's view, the current ambulances are 10yrs old, which is past their useful life. The memos supplied for the 1/24/2023 Finance Committee show the specific data of how much greater our old ambulances cost to use and maintain compared to our newer units. We have been working to bring the replacement cycles more in line with standards. After replacement of the two oldest ambulances, the entire ambulance fleet will be within an acceptable replacement cycle. Fleet fully supports the Fire Dept. in the joint request to purchase a second ambulance.

Attached with this memo you will find the current proposal, along with the memos that were previously provided.

AMERICAN RESPONSE VEHICLES

Helping Emergency Services Save Lives®

ARV PROPOSAL

Prepared by:

Ray Devlin
American Response Vehicles
rdevlin@arvambulance.com

Submitted on: 05/23/2023
Expires on: 07/23/2023
WI DOT License # MV-5903

Prepared for:

Jared Thompson
606 East Thomas Street
Wausau, Wisconsin 54403
United States
Quote number: 00000781
Expected Delivery: Summer 2024

Cover letter

Dear Jared Thompson,

American Response Vehicles (ARV) is proud to represent AEV Ambulances- one of the safest and most durable ambulances in production today. From the drawing board to the laboratory and finally, to the road, AEV is the most tested and most proven ambulance on the market today. With a multi-decade history of safety testing, every facet of an AEV ambulance is designed for one purpose, to keep your providers safe.

AEV is largest ambulance manufacturer here in the United States, producing an average of 1,500 units every year. That is between 4-8 times more than most other brands. As a result of this success, they have innovated and refined their ambulance body far more than most other manufacturers. Their reliability, low cost of ownership, and proven safety are the reason they are the most chosen brand across the nation for the most critical mission assignments, by the country's toughest fleets.

At its core, AEV's main focus is on occupant safety. They are still the only manufacturer to have conducted double destructive impact dynamic testing. Unlike most manufacturers who stop at the minimum industry standards, AEV sets all their test requirements to a minimum 27% higher, and often will push for the highest possible test forces. For the roof and side static load testing, AEV exceeds other brands by over 40%!

Being the largest ambulance manufacturer in the US also means AEV builds one of the most dependable and sought-after vehicles in the market. Because of their dedication to detail and reliability, AEV has one of the lowest costs of ownership in the industry. AEV's are designed to stay in service longer, require less maintenance, and be easier to service than any other brand. Built in a State-Of-The-Art 400,000 sq. ft. you can trust that AEV will not only meet but exceed your expectations. All AEV Ambulances come with industry leading warranties in all areas of the vehicle, a true testament to the reliability of the body!

American Response Vehicles (ARV) is a locally owned Missouri Small Business. We are proud to be one of the largest ambulance dealerships in the Mid-West, representing AEV in 8 states! With over 200 years combined of sales and service experience, you can be assured that American Response Vehicles is the right choice for partnership with your agency. We are proud to offer service at our facilities in Columbia, Madison, Omaha, Chicago, or on-site at your location. Our focus at ARV is service after the sale, ensuring your vehicle is on the road and supporting your area as best as possible. Our dealership also offers many other services such as New and Used vehicles, Remounts, Graphics, Repair, Installations, and more! With hundreds of satisfied customers and counting, we here at American Response Vehicles look forward to working with you!

All AEV ambulances are built to exceed the requirements of the F.M.V.S.S. and KKK-A-1822-F and can be built in line with CAAS and NFPA standards as well. All AEV ambulances are built on ambulance prep chassis. AEV is Ford QVM Certified and a member of the NTEA. All vehicles are built to meet and exceed all national standards and certifications.

Description	Price
2024 AEV *Traumahawk X-Series LTD* Type I Custom Ambulance 176"L x 96"W x 74" Headroom 2024 Model Year Ford F550, 193"WB, 4x4, Diesel	**$419,937.00**
Less AEV, Ford, & ARV Discounts	**- $10,550.00**
IMMI Rolltek SRS Supplemental Rollover Airbag System for Occupant Safety	**INCLUDED**
Delivery, Pickup, Dealer Prep, Factory Inspection, Wisconsin Motor Vehicle Registration	**INCLUDED**
HGAC Fee, imposed by HGAC	**INCLUDED**
American Response Vehicles 2nd Unit Discount and Price Increase Compensation	**-$9,500.00**

Total **$399,887.00**

Terms are 100% net on delivery or active lease purchase.

Trade In Values, not included in pricing above: 2013 Braun RAM 5500 Diesel w/Air Ride-$12,500.00
2014 Braun RAM 5500 Diesel w/Liquid Spring $15,000.00

Terms are 100% NET at final delivery. No Down Payment Required for AEV purchase. Customer reserves the right to cancel at any time prior to Final Order Confirmation. No Change Order Fees for redesign between Order and Confirmation

Ferno Supplied Products will need to be updated by Holly Dietzler- Ferno Representative. Previous cost (**not included in pricing above: $45,322.00)**

Wausau Fire Department
American Response Vehicles

Price Changes from February 2023

February 2023 Proposal

2023 Ford F-550 Chassis Price	$71,913.45
Sikkens Paint Price	$4,643.71

May 2023 Proposal

2024 Ford F-550 Chassis Price	$78,361.92
Removal of Ford GPC Rebate .... (Customer can apply for rebate at delivery)	$400.00
Sikkens Paint Price	$13,440.00
Various Rolling Option Price Changes..	$6,241.77

Chassis Model Year Change:

On Tuesday January 31st, 2023 all AEV dealers were advised that there were no longer any 2023 model year chassis available for new orders. Effective immediately, all further quotes were moved to a 2024 chassis or later. American Response Vehicles still had several 2023 F Series Production Spots available at the time of your February 2023 order and were able to secure a 2023 Model Year for you. As of today, all remaining 2023 F series demo units have been spoken for and we are now quoting the 2024 demo units in similar fashion. Since the 2024 Ford Rebate discounts have not been released, we have removed this discount at this time but it can be applied for at time of delivery.

Paint Price Change:

In February 2023, all ambulance manufacturers applying Sikkens paint (Sikkens is the #1 paint manufacturer in the ambulance industry and used by many brands) were notified of a significant price increase for certain paint colors. These colors included Red, Black, Blue, Green, and Purple, colors most commonly used for ambulance bodies. White was also affected but only marginally, as the economy of scale has absorbed most of the surcharges for that color. This price increase from our paint supplier is unprecedented and has been mirrored by other paint companies in our industry as well.

Rolling Option Price Changes:

While there has been NO AEV Conversion price change, and all changes in labor have been absorbed into the current pricing level, there have been several price changes in regards to Warning Lighting, Audible Warning Devices, HVAC systems, and a price increase from Corian, one of the leading Solid Surface Countertop Manufacturers in the country across multiple industries. The core AEV material price of the body, cabinetry, and labor has remained unchanged.

Project Timeline

Project Review

PHASE 1

- 2 to 4weeks
- Review Work Order
- Review Interior & Exterior Drawings
- Submit changes to the factory
- Work Order Confirmation
- Project Review
- Our engineering team reviews the interior and exterior drawings.
- Submits any necessary changes to the factory and processes the work order confirmation.

Aluminum Body Construction

PHASE 2

- 4 to 6weeks
- AEV Engineering will review and confirm the modular body design with Mickey Truck Body.
- Mickey start construction on the aluminum modular body.
- Construction of the aluminum modular body takes 4 weeks from start to finish.
- Upon inspection and approval of the aluminum body, Mickey will ship the aluminum body to AEV.

Paint & Production

PHASE 3

- 6 to 10weeks
- Aluminum body arrival inspection
- Paint Application
- Body Mounting
- Mid-Point Inspection
- Production Line Completion
- Graphics Install
- QC Inspection

Inspection & Delivery

PHASE 4

- 1 to 3 weeks.
- With final inspection by AEV done, the body is delivered to ARV. We complete an additional check list inspection before delivering the body to the end user.
- Arrival Check List
- Delivery to End User

Sign-off

Standard chassis manufacturer's warranties apply and will start on the date and mileage at delivery. The warranty on our all-aluminum fully welded modular body is 20 years. Our conversion warranty, including our electrical system, paint, and graphics, is seven years or 70,000 miles.

All parts and services are available through our main facility in Columbia, Missouri. Additionally, we have satellite locations in Chicago, Illinois; Madison, Wisconsin; and Omaha, Nebraska. We provide industry-leading service with our EVT-certified Road Service Team, who will service your new ambulance right in your facility. We will also work with your existing service relationships, providing quick and reliable technical support at the dealership and factory level and rapid response on parts supplies for all module needs.

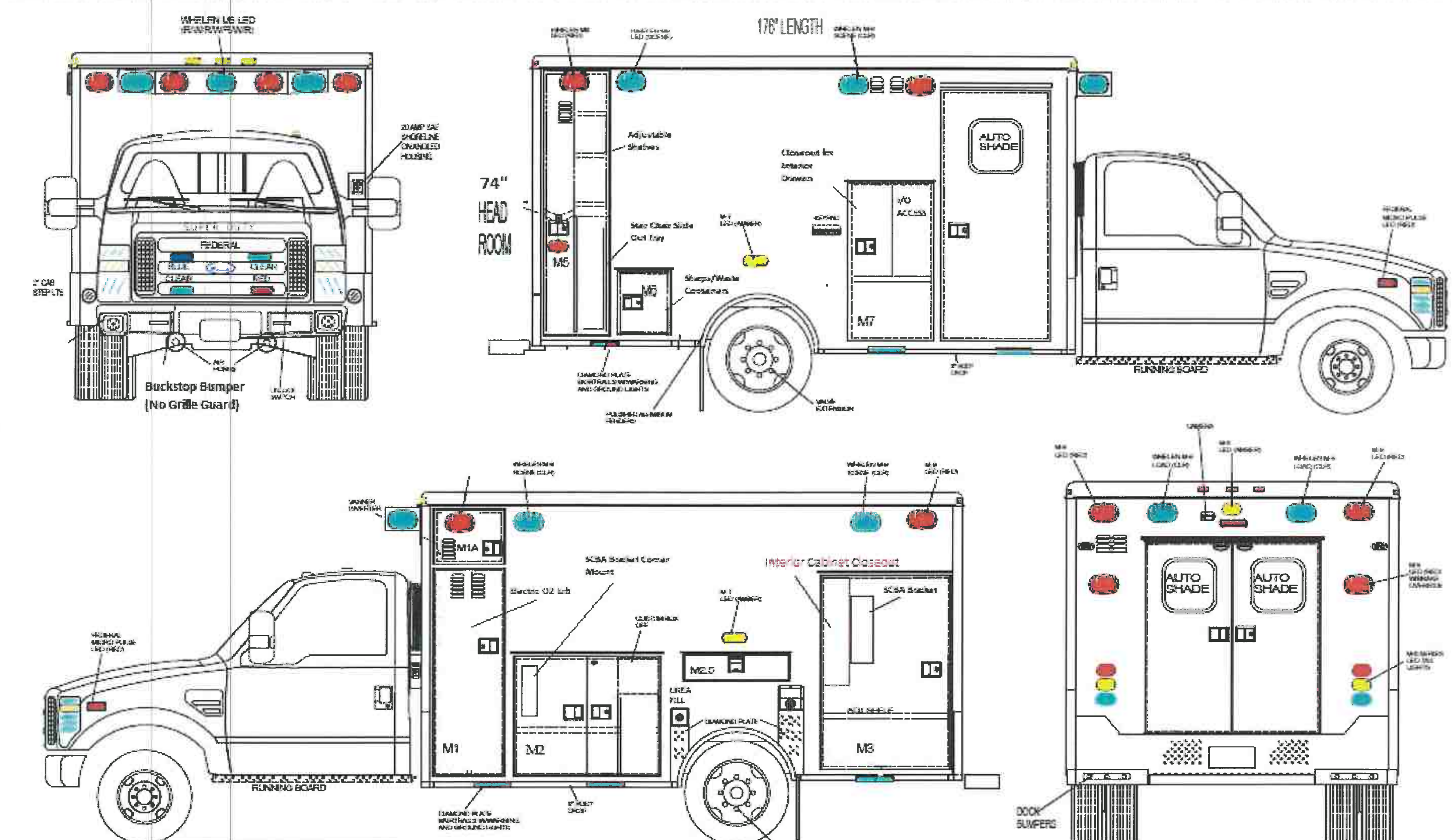
We are extremely confident you'll be 100% satisfied with your purchase. We look forward to continuing our partnership with your agency for many years!

Thank you for considering ARV. We look forward to continuing to provide you with the very best ambulance available in the market today. If I may be of any assistance, please contact me at 1-888-448-8881.

Sincerely,

Ray Devlin
Regional Sales Manager

CONCEPTIONAL DRAWINGS ONLY: DRAWINGS ARE NOT TO SCALE, ALL MEASURES ARE APPROXIMATE & SUBJECT TO ENGINEERING CHANGE



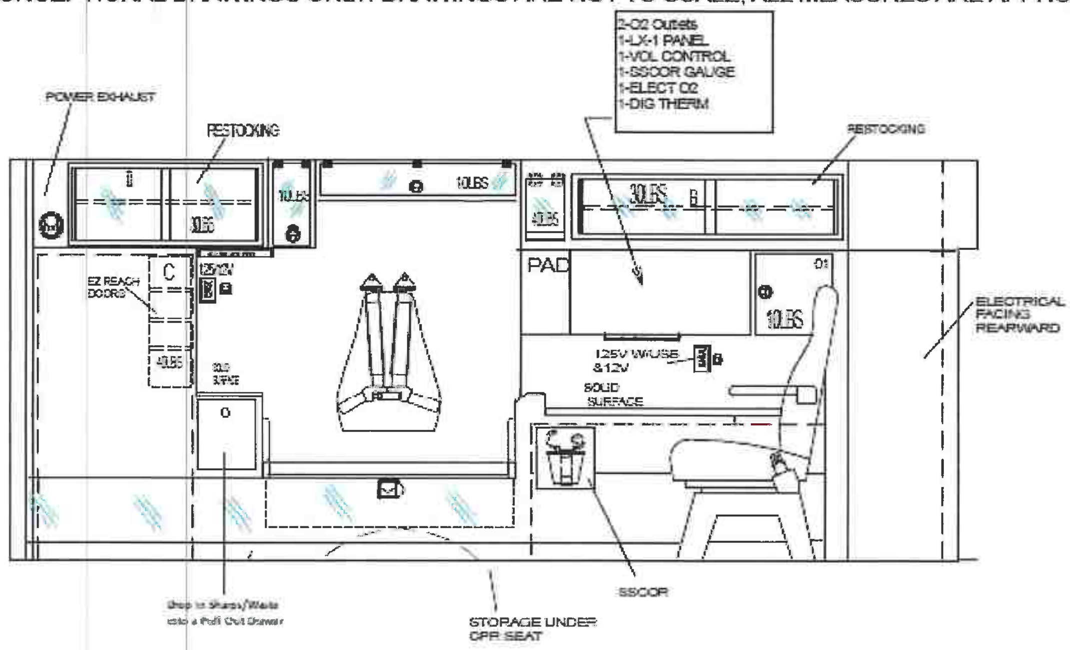
Compartment Dimensions			
Cmpt	Height	Width	Depth
M1	67.5"	22.12"	20"
M1A	17.56"	22.12"	22.0"
M2	40.5"	49.8"	18"
M3	61.5"	29.0"	18"
M5	73.8"	15.0"	21.5"
M6	19"	17.5"	18"
M7	52.5"	32"	21.0"
C/S Access	84.8"	31"	N/A
Rear Access	60-5/8"	50-3/4"	N/A

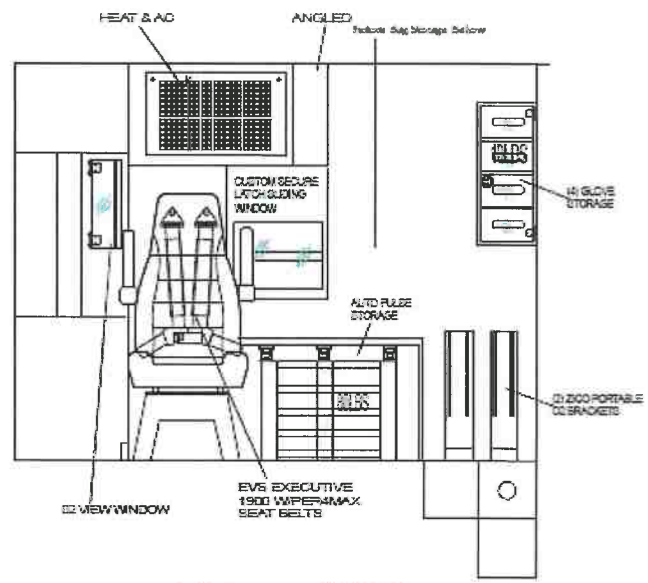
*** XW SERIES ***
WIDE AISLE

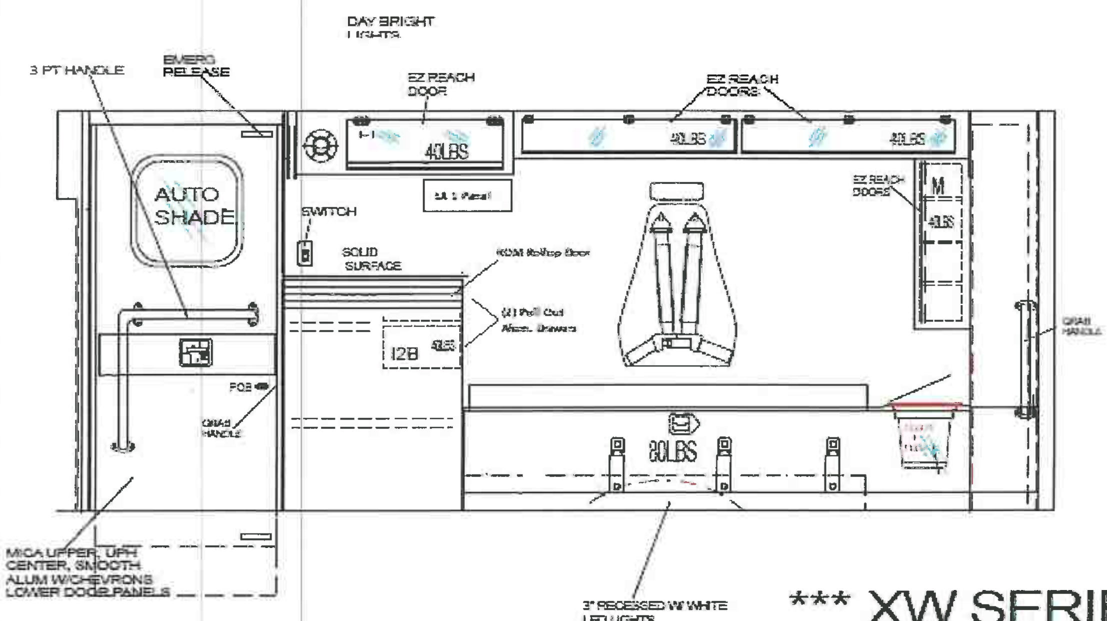
*CONCEPTIONAL DRAWINGS
* Some shown are optional
* Due to AEV's ongoing improvements, drawings can change.

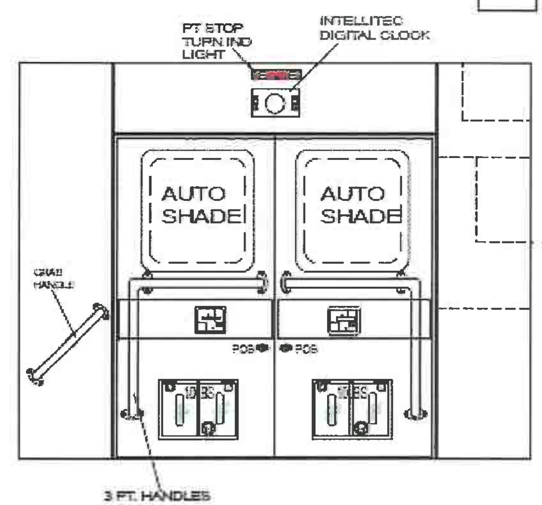
AEV
AMERICAN EMERGENCY VEHICLES
TITLE Type I, 176, Exterior
DWG#27565XW-E REV#0
BODY #
WAUSAU FD

CONCEPTIONAL DRAWINGS ONLY: DRAWINGS ARE NOT TO SCALE, ALL MEASURES ARE APPROXIMATE & SUBJECT TO ENGINEERING CHANGE









*CONCEPTIONAL DRAWINGS
* Some shown are optional
* Due to AEV's ongoing improvements, drawings can change.

*** XW SERIES ***
WIDE AISLE

AEV

AMERICAN EMERGENCY VEHICLES	
TITLE Type 1 F176" Interior	WAUSAU FD
DWG.#27955XW-I REV.#	
TRUCK#22OF 27955XW	
BY:MDB DATE:10-19-21	

Memorandum

From: **Jeremy Kopp, Deputy Fire Chief**
To: **Finance Committee**
Date: **January 18, 2023**
Subject: **Cooperative purchasing of two replacement ambulances**

Purpose:
To discuss the purchase of two new ambulances to replace current Med 4 and Med 5 which are both ten years old with two AEV (American Emergency Vehicles) ambulances out of North Carolina. The vendor is ARV (American Response Vehicles) with offices throughout the U.S.

Recommendation: That you approve the following:
1. We recommend the purchase of two new AEV ambulances that will sit on Ford F550 chassis as described in the attached drawing, and order contract.
2. We recommend approving the purchase of the two units for the price of $843,144.94.
3. Using the flex grant funds of $130,000 we acquired toward the purchase of a new ambulance and equipment the cost for both ambulances will be the remaining sum of $260,664.94 after approved budget amount.

Facts OR Considerations:
1. Background:
Current Med 4 and Med 5 were purchased in 2012 and 2013 and met the needs of Wausau Fire at that time. The meds have served the Wausau community for 10 years but are now due for replacement. The specifications on both new ambulances help us meet requirements for CAAS (Commission on Accreditation of Ambulances) accreditation which the current ambulances do not. The new ambulances also have safety features built in to filter highly contagious airborne diseases such as COVID, RSV, and Influenza. They have also been designed with airbags in the patient compartment and an oxygen cylinder lift system to prevent back injuries, options that our current ambulances do not have.

   The Fire Department and Department of Public Works put together a combined committee to explore the purchase of new ambulances in 2022. After months of work, the committee recommended the purchase of these specific ambulances. During the design phase, the highest priority of the committee is to purchase ambulances that provide patient and crew safety, overall reliability/durability, and meets the unique needs of our community not only today but in the distant future. It was also decided to purchase these ambulances from a reliable manufacturer with a quick turnaround time compared to waiting two to three years from other manufacturers.

ARV can have the ambulances built and delivered by October of 2023. ARV can accomplish this is by assigning Wausau an ambulance chassis that was originally intended to be their demo units. As you can see in the attached documents, pricing and availability of ambulances across the country have changed drastically. Pricing will increase again at the end of January by 7 percent and at least one more time after that in 2023. With prices rising so quickly and availability being limited nationwide the committee found AEV to be the best option.

2. Discussion:
   Sizing for the Fire Department Fleet:
   Both med 4 and med 5 have been frequently out of service for repairs over the past year due to their age and replacement parts are becoming harder to find. The committee and department leadership has closely examined the configuration of these new ambulances and feel that they will serve the City and Paramedics more effectively than the current older ambulances. The box of the ambulance has been completely reconfigured to allow the paramedics to stay seated and belted during the transport of patients to the emergency department. Once the new ambulances arrive in Wausau, med 4 and med 5 would have the option to be traded at a price that ARV has determined, or they could be sent to auction.

3. Rationale:
   During a 24-hour shift, our ambulances respond more frequently than other units in the fleet. The committee selected ergonomically safe features that would allow overall patient comfort and safety. These ambulances will be versatile pieces of apparatus capable of responding to incidents on the highway systems, complex incidents, difficult EMS incidents, while providing all necessary safety features.

Impact:

1. Approving the purchase of the replacement ambulances will have several impacts.

   A. Avoiding more inevitable price increases from the ambulance manufacturers.
   B. Personnel will be in state of the art, reliable, safe apparatus.
   C. Spend less money spent on maintenance of ten-year-old med units.
   D. Integrated systems to reduce paramedic injuries.
   E. More work space in the box of the ambulance for patient care.

2. Procuring through the HGAC cooperative purchasing guarantees competitive pricing.

Coordination: The ambulance design committee included the EMS Division Chief and current firefighter/paramedics from the Fire Department as well as two emergency vehicle repair technicians from Public Works.

Drafted by: Deputy Chief Jeremy Kopp, Fire Department
Cc: Mayor

WAUSAU
WISCONSIN

Memorandum

Date: 1/23/2023
To: Finance Committee
From: Deputy Chief Jeremy Kopp
Subject: Additional Information-Cooperative Purchasing of Two Ambulances

This memo is in response to the Finance Directors advice to provide advanced information to the committee regarding the shortfall and request for a budget modification. This will give areas of where money can be saved as well as to defining the needs for extra expenses.

- **The impact of purchasing 1 ambulance versus 2 to stay within budget**

- A second ambulance if ordered after January would potentially be two years out before delivery.
-First ambulance could be purchased with available money, but second ambulance would be an ask of over $200,000 over replacement budget.
-Cost of repairs and upkeep of one ten-year-old ambulance to remain in service until the next new ambulance arrives.
-Continuing price hikes throughout the calendar year.

- **Modifications that can be made to the ambulance to reduce costs**

(List of options for consideration of cost savings)
Note: Price below is for EACH VEHICLE. Each credit listed includes applicable replacement option if necessary (example: compartment lighting)

OPTION DESCRIPTION TOTAL PRICE CHANGE
Delete Buckstop front bumper and replace with OEM Gloss Black Bumper ($3,257.12)
Remove FireTech Front Grille w/Flood Lighting and Replace with OEM Grille ($4,433.00)
Delete 2nd Pair of Front M7 Grille Lights ($320.00)
Delete Whelen ARGES Remote Spot Light ($1,280.00)
Delete Federal EQ2B Siren and Replace with Whelen Dual Tone Siren 295HFSC9 (1,500.00)
Delete Q2B Mechanical Siren on Front Bumper ($3,987.50)
Delete Federal Signal Rumbler Siren (Can be installed after delivery) ($1,442.00)
Delete Electric O2 Lift in Streetside Forward Compartment ($4,488.50)

Total Credits Listed Above: ($20,408.12) PER VEHICLE

- The Firetech grille is a Ford QVM approved aftermarket accessory. It replaces the standard OEM grille with an aftermarket assembly with integrated front flood and warning lighting. While it does come at a higher cost up front, the benefit on the back side is it drastically reduces the time to access and replace a Ford Super Duty water pump (6-10 hours to remove the front grille and bumper vs 20 minute to remove the Firetech grille). It is however a pricey item with no effect on the mission critical components of the ambulance design itself thus why I listed it.

- Other options like the Spotlight, Q2B Mechanical Siren, Bumper, and Siren, can all be installed after delivery. The Electric O2 Lift can also be supplied and installed later BUT the compartment must be built with the dimensions and structure needed to support this option up front, and there is additional cost not directly correlated to the credit in terms of labor, that would have to be added into a later purchase and install. (IE, the labor to install a unit after delivery is much greater than installation during vehicle production).

- **The feasibility of retaining existing cots etc. and submit for replacement in the 2024 CIP**
  - Installing a universal mounting bracket to add new lifting system later.
  - Existing cots are at end of service life (suggested) and as old as the ambulance.
  - Estimated costs include training of personnel to save on extended service plans.
- **Any other cost saving measures available for the committee's consideration.**

-One med unit accounts for 20% of the med fleet. Running the data from 01-01-2022 to 12-31-2022 the following shows the percentage of cost.

-The cost of repairs for both inhouse and outside venders.
4672 (oldest med) $16,679.47 which is 28.1% of the grand total of the med fleet.
4670 (newest med) $12,893.70 which is 21.7% of the grand total of the med fleet.
The oldest is clearly costing more to maintain.

-The cost of fuel
4672 (oldest med) $16,125.65 which is 22.8% of the grand total of the med fleet.
4670 (newest med) $12,549.68 which is 17.7% of the grand total of the med fleet.
The oldest is costing more in fuel.

-Could a large repair expense or more usage of units cause these numbers to be skewed? Of course, therefore the reason of running an entire year report to hopefully average the repairs and usage.

-The price per med unit is $421,572.47 if you take the grand total with equipment added, not including the trades, and divide it in half. Fire dept has $452,480.00 in the 2023 budget for replacement of two meds. If needed, the grant could be applied to the purchase of one med unit.
$421,572.47 - $130,000.00 = $291,572.47

- Purchase one of the med units from this year's replacement budget.
$452,480.00 - $291,572.47 = $160,907.53 surplus.

- The surplus could be requested to be rolled over into 2024 FD replacement budget. The remaining shortfall needed for the second med replacement could be requested in the 2024 CIP request from Motor-pool for FD replacement. The second med unit could then be ordered in 2024.
- What will the remaining shortfall be? That number is not available as it is dependent on the price increases between now and the start of 2024. The amount listed in the 2024 CIP request from Motor-pool for FD replacement would be a calculated guess.
- The Motor-pool also has budgeted for unexpected modification on FD equipment in the amount of $64,101.00. I would not feel comfortable using all of that towards the purchase of the meds because that would inhibit what that funding is designed for, unexpected modification to FD equipment. If the FD agreed, I would feel comfortable putting $50,000.00 of that money towards the med unit. That would shrink the shortfall needed in 2024 by $50,000.00 but it would also drastically limit any needed modification in 2023.

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

RESOLUTION OF THE PLAN COMMISSION

Amending the General Development Plan at 315, 319 & 325 North 1st Avenue to allow for transitional housing for at least 39 men and 20 women and commercial kitchen and facility to feed up to 120 people in a PUD, Planned Unit Development Zoning District.

Committee Action:	Approved 7-0
Fiscal Impact:	None.

File Number:	23-0706	**Date Introduced:**	July 11, 2023

WHEREAS, on June 20, 2023, the Plan Commission considered a request to amend the general development plan to allow for transitional housing for at least 39 men and 20 women and commercial kitchen and facility to feed up to 120 people; and

WHEREAS, the proposed location had been used for residential occupancy on the second floor; the first floor has been used by a variety of commercial entities; and

WHEREAS, in 2014, the property was rezoned to allow for the mix of community living arrangements and commercial space within the same building; and

WHEREAS, the current proposal would expand the residential component on the second floor; and

WHEREAS, the first phase of the proposal would move the current operations into the existing space on the second floor to accommodate 32 men; and

WHEREAS, the second phase of the proposal would involve expanding the shower space to accommodate up to 40 men, adding an elevator and commercial kitchen on the first floor so the outreach center could be relocated to this site; and

WHEREAS, the third phase of the proposal would involve building out the rest of the upstairs to that 200 women could be accommodated in the sober living center; now therefore

BE IT RESOLVED that the Common Council of the City of Wausau hereby amends the general development plan at 315, 319 & 325 North 1st Avenue to allow for transitional housing for at least 39 men and 20 women and commercial kitchen and facility to feed up to 120 people in a PUD, Planned Unit Development Zoning District.

Approved:

____

Katie Rosenberg, Mayor

Time and Date:	The Plan Commission met on Tuesday, June 20, 2023, at 5:00 p.m. in the Common Council Chambers of Wausau City Hall.
Members Present:	Mayor Katie Rosenberg, Eric Lindman, Sarah Watson, Dawn Herbst, Bruce Bohlken, Andrew Brueggeman, George Bornemann.
Others Present:	Brad Lenz, William Hebert, Andrew Lynch, Tara Alfonso, Brian Stahl, Craig Vincent, Heath Tappe, Susan Lang, Bobbi Jo Balz, Tyler Vogt, Diane Gurholt

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: Amending the General Development Plan at 315, 319 & 325 North 1st Avenue to allow for transitional housing for at least 39 men and 20 women and commercial kitchen and facility to feed up to 120 people in a PUD, Planned Unit Development Zoning District.

Lenz said that this amendment would allow an increase in the intensity of the use previously approved under the general development plan and will introduce new uses for future expansions. The uses and phases are outlined in the packet.

Craig Vincent said that there have been discussions with the property owners for exploring the relocation of the sober living facility for men. This would provide newer facilities. There will also be an opportunity to move the outreach center in the future and they could expand the second floor to include women in the future. This is a newer and better facility where the uses could be expanded.

Mayor Rosenberg opened the public hearing.

Heath Tappe, co-founder of Bridge Street Mission, said that this is a win-win for all parties. The convent would be put up for sale. The outreach center is normally full. This would provide one campus. Tappe suggested that the Homeless Coalition may be interested in the building. The outreach center would also be for sale later on, which could potentially be another business.

Susan Lang, President of Emmerich Properties, said that they own and manage 450 properties in the area. This has been a good property and they were originally looking for someone to lease the building. This bigger vision has come and it will help the community. Lang said that she supports this, and the location and services provided would be good for the community.

Mayor Rosenberg closed the public hearing.

Discussion and possible action on amending the General Development Plan at 315, 319 & 325 North 1st Avenue to allow for transitional housing for at least 39 men and 20 women and commercial kitchen and facility to feed up to 120 people in a PUD, Planned Unit Development Zoning District.

Brueggeman motioned to amend the general development plan at 315, 319 & 325 North 1st Avenue to allow for transitional housing for at least 39 mean and 20 women and commercial kitchen and facility to feed up to 120 people in a PUD, Planned Unit Development Zoning District. Bornemann seconded.

Lenz said that a public information meeting was held prior to this meeting and it was lightly attended. He said that staff received clarifying questions about the proposal but no formal opposition.

The motion carried 7-0. The item will go to Common Council on July 11, 2023.

#2 & #3

STAFF REPORT

To: Plan Commission

Prepared By: Brad Lenz, City Planner

Date: June 13, 2023

Amend PUD for 315-329 N. 1st Ave

The attached letter describes a proposal from the Bridge Street Mission to consolidate their current operations and plan for future growth. The property at 315-329 N. 1st Ave, commonly called the Pied Piper Plaza, is ideally suited to meet their current and future needs within a single building.

The proposed location is currently zoned Planned Unit Development (PUD) and had been used for residential occupancy on the second floor. The first floor has been used by a variety of commercial entities. In 2014, the property had been rezoned to allow for the mix of community living arrangements and commercial space within the same building.

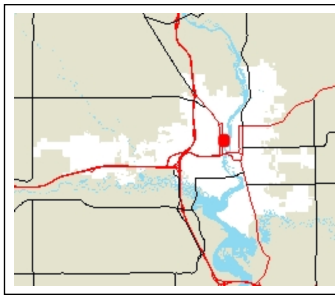
The current proposal would expand the residential component on the second floor. This would constitute an amendment to the General Development Plan of the PUD, since the zoning code categorizes a community living arrangement of 16 or more individuals differently than those of nine to 15 residents (and one to eight residents).

The first phase of the proposal would move their current operations into the existing space on the second floor. It would accommodate up to 32 men. Minimal changes would be made to the exterior of the building.

Phase two, as outlined in the attached letter, would involve expanding shower space to accommodate up to 40 men (in total). It would also involve adding an elevator and a commercial kitchen on the first floor so that their outreach center could be relocated to this site.

Phase three would involve building out the rest of the upstairs so that 20 women could be accommodated in a sober living center. This would occur on the south wing of the building.

Approving the general development plan amendment would allow the Bridge Street Mission to acquire the property and move forward with phase one, as well as plan for future phases. Specific Implementation Plans for the PUD would need to come back to Plan Commission when physical changes are made to the exterior building and/or to the overall site in phases two and three.



Legend

Parcel

2020

Red: Band_1

Blue: Band_3

Centerline

US Hwy

State Hwy

County Hwy

Local

Railroad

Water

Municipal Boundary

First Floor

Phase 1
-Existing Retail Space to remain

Phase 2
-Proposed Outreach Center for up to 120 people

Phase 2
-Proposed Outreach Center for up to 120 people

WAUSAU
WISCONSIN

Notes

Map Created: 5/15/2023

49.48 0 49.48 Feet

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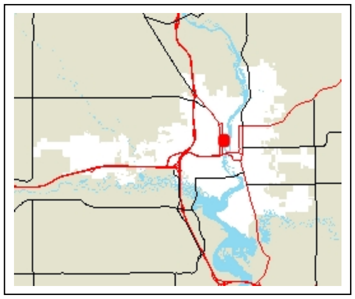
NAD_1983_HARN_WISCRS_Marathon_County_Feet

THIS MAP IS NOT TO BE USED FOR NAVIGATION



Legend

- Parcel
- 2020
  - Red: Band_1
  - Blue: Band_3
- Centerline
  - US Hwy
  - State Hwy
  - County Hwy
  - Local
- Railroad
- Water
- Municipal Boundary

Second Floor

Phase 1
-Existing 16 Bed Congregate Living Facility
-Proposed 32 Bed Male Congregate Living Facility

Phase 2
-Proposed Elevator installed and increase to 40 beds

Phase 3
-Proposed 20 Bed Female Congregate Living Facility

WAUSAU
WISCONSIN

Notes

Map Created: 5/15/2023

49.48 0 49.48 Feet

NAD_1983_HARN_WISCRS_Marathon_County_Feet

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THIS MAP IS NOT TO BE USED FOR NAVIGATION

William Hebert

From:	Craig Vincent <craig@bridgestreetmission.org>
Sent:	Thursday, June 15, 2023 11:38 AM
To:	William Hebert
Subject:	[EXTERNAL] RE: Open House
Attachments:	Emmerich Letter for PUD Ammendment.pdf

Bill,

Thanks for asking! We had 2 people come. Sarah Watson the city alder and Bill Hackbarth from the machine shop right at the back corner of the building. He was very pleasant and seemed to be intrigued by our outreach and concerned about the people we serve. Thank you for making the suggestion.

I have also attached a letter from Emmerich Properties giving us permission to alter zoning on a building they still currently own. They will also be present at the Plan Commission meeting.

Craig

From: William Hebert <william.hebert@ci.wausau.wi.us>
Sent: Thursday, June 15, 2023 11:06 AM
To: Craig Vincent <craig@bridgestreetmission.org>
Cc: Brad Lenz <Brad.Lenz@ci.wausau.wi.us>
Subject: Open House

Craig,

How did the open house go?

I have just received one call, 111 Cedar St. She was just inquiring about the proposal.

Thanks,

Bill

BRIDGE STREET MISSION

Christ-Centered Help for Those in Need

May 12, 2023

RE: Application for Ammended PUD at 325 N. 1st Ave.

Bridge Street Mission is seeking to acquire the Pied Piper Plaza (325 N. 1st Ave) from Emmerich & Associates for relocation to a one campus arrangement of current Outreach Center (115 W. Bridge St.) and Sober Living Center (1140 W. Bridge St.) and future addition of a Sober Living Center for women.

> Phase 1 (2023) would be to acquire the property and move our current Sober Living Center into the existing congregate living space upstairs. This would require increasing the existing PUD approved capacity of 16 to accommodate 32 men initially.
>
> Phase 2 (2024) would involve adding an elevator to improve accessibility and adding shower space to increase capacity to 40 men. We would also be adding a commercial kitchen and eating area for up to 120 people on the first floor for relocation of our Outreach Center.
>
> Phase 3 (2025) would involve building out the rest of the upstairs in order to provide a Sober Living Center for up to 20 women.

After looking at several options, we concluded that continuing expanded ministry on our current 4 properties along Bridge Street between 1st and 2nd Ave., did not seem adequate. We feel that a one campus location at 325 N. 1st Ave. would allow us to expand and serve more people in need, closer to where they are located, in facilities more conducive to our programming and with more efficiency. The approximate 2 acres of lot area is more than sufficient to house 40 men and 20 women in a congregate living arrangement as well as our other ministry operations.

We are requesting an amended PUD that would allow us to move forward with the acquisition and phased development described above.

Sincerely,

Craig A Vincent

Craig Vincent
Executive Director

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

RESOLUTION OF THE COMMON COUNCIL

Authorizing the acquisition of two used buses from the City of Waukesha for $5,000.

Committee Action: *Pending*

Fiscal Impact: $5,000 (from insurance recoveries)

File Number:	23-0710	**Date Introduced:**	July 11, 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: Insurance Settlement $5,000*
	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, Metro Ride is looking to replace four vehicles manufactured in 2004 that are no longer able to be operated dependably due to age and condition; and

WHEREAS, one additional bus manufactured in 2009 was damaged beyond repair in collision with a tractor trailer in August of 2022; and

WHEREAS, five buses must be replaced prior to the beginning of the school year so that revenue service can be maintained; and

WHEREAS, Metro Ride has identified two used buses available for acquisition from the City of Waukesha for the amount of $5,000; and

WHEREAS, the insurance settlement from the bus totaled in the accident will be applied to fund the purchase of both vehicles.

NOW THEREFORE, BE IT RESOLVED by the City of Wausau Transit Commission, that the Transit Director be hereby authorized and directed to fund the purchase of two used buses in the amount of $5,000 from Metro Ride Fund reserves 690 Transit Fund.

BE IT FURTHER RESOLVED, these vehicles shall be included in City of Wausau equipment inventory records and maintained in accordance and in compliance with FTA requirements.

Approved:

____

Katie Rosenberg, Mayor

Attachment 1
Buses to be Acquired from City of Waukesha

Grantee	Year	Vehicle Manufacturer	Model	Vehicle ID Number	Federal Interest	Price	Intended Use
City of Waukesha	2008	Gillig	35" Low-Floor	15GGB271081079493	$0	$2,500	Revenue Service
City of Waukesha	2008	Gillig	35" Low-Floor	15GGB271481079495	$0	$2,500	Revenue Service

420 Plumer Street
Wausau, WI 54403
Phone: 715-842-9287
TDD 715-843-6827
Fax: 715-842-1541
http://metroride@ci.wausau.wi.us

MEMO

To: City Council

From: Matthew Rosenbloom-Jones, Transit Director

Subject: Background Information for Select Agenda Items

Date: July 6, 2023

This memo is intended to provide background information for select agenda items. If you have any questions regarding the agenda or if you are unable to attend the meeting, please contact me.

Awarding of Contract to Purchase Seven Passenger Van

Sealed bids for the purchase of a seven-passenger van will be opened at the Board of Public Works on Tuesday, July 11th. The source of funds for the vehicle is Section 5307 federal formula funding that was awarded in FY 2020. A prior solicitation for bids in fall of 2022 yielded no responses due to the tight vehicle market. During this time prices for vans have continued to rise at a rate outpacing inflation, and a budget modification to cover any difference between the existing funding and bid responses may be required. The vehicle being replaced with the new van is a 2005 Dodge Caravan that has exceeded useful life.

Awarding of Contract to Purchase Heavy-Duty Service Truck Equipped with Snowplow and Salter

Sealed bids for the purchase of a heavy-duty service truck equipped with a snowplow and salter will be opened at the Board of Public Works on Tuesday, July 11th. The source of funds for the vehicle is Section 5307 federal formula funding that was awarded in FY 2020. A prior solicitation for bids in fall of 2022 yielded no responses due to the tight vehicle market. Prices of heavy-duty truck chassis have dramatically increased over the last few years, and while there is evidence that chassis prices may be stabilizing a budget modification is required to cover any difference between the allocated funding and the bid responses. The vehicle being replaced is a 1997 Ford F450 Super Duty that is no longer able to be used due to a compromised frame. It is currently scheduled to be disposed of as scrap. It is believed that this vehicle is the oldest vehicle the City owns.

Acceptance of Transfer of Three 40-Foot Gillig Buses to Metro Ride from the Duluth Transit Authority

On June 28th 2023, the board of the Duluth Transit Authority passed a resolution to transfer three 2009 40-foot Gillig buses to Metro Ride at no charge. All three buses were manufactured in 2009 and have less than 400,000 miles on them. Staff from Metro Ride inspected the vehicles and believes them to be in remarkable condition for their age, and they are mechanically the same as our existing family of 2009 buses, so parts availability and technical knowledge will not be a problem. In conjunction with our recent purchase of two 2008 Gillig buses from the City of Waukesha, these buses will replace our four 2004 29-foot buses that can no longer pass inspection and bus #905 which was damaged beyond repair in a collision in August of 2022. These five buses must be replaced by the start of the school year to maintain revenue service. According to Federal Transit Administration regulation 5010.1E, approval by the City Council is required to receive the buses. They will be used in revenue service, included on Federal Transit Administration inventories and maintained according to Federal Transit Administration requirements.

Acceptance of Transfer of Two 35-Foot Gillig Buses to Metro Ride from the City of Waukesha

On June 28th 2023, Metro Ride used insurance recoveries from the bus #905 settlement to purchase two used 2008 buses from the City of Waukesha for a total of $5,000. On July 6th 2023, the Federal Transit Administration decided that this purchase does count as a fleet transfer and requires approval by the City Council under regulation 5010.1E. Staff from Metro Ride inspected the vehicles and believes them to be in good condition for their age, and they are mechanically the same as our existing family of 2009 buses, so parts availability and technical knowledge will not be a problem. In conjunction with the recent transfer of three 2009 Gillig buses from the Duluth Transit Authority, these buses will replace our four 2004 29-foot buses that can no longer pass inspection and bus #905 which was damaged beyond repair in a collision in August of 2022. These five buses must be replaced by the start of the school year to maintain revenue service. They will be used in revenue service, included on Federal Transit Administration inventories and maintained according to Federal Transit Administration requirements.

Local Match for 5304 Statewide Transit Planning Grant

Metro Ride was unsuccessful in obtaining federal funding to replace older buses in the FY23 Bus & Facilities grant award from the Federal Transit Administration. At this point in time, diesel bus replacements are no longer competitive grant applications, and at a minimum a grant application must include a proposal to replace a diesel bus with a hybrid or electric bus to be competitive. The Bus & Facilities grant program has been the sole source of federal funding to receive the 80% federal share for bus replacement. The Metro Ride facility, constructed in 1979, currently does not have the ability to support battery electric buses. With battery electric buses being the priority for federal funding awards moving forward, it is imperative that Metro Ride begin looking at facility needs needed to ensure that we continue to remain eligible for federal funding for bus replacements.

The 5304 Statewide Transportation Planning Grant provides funding at a 80% state and 20% local match for engineering, design and feasibility studies. Metro Ride is seeking the City's commitment to fund a 20% local match of a total amount not to exceed $100,000 (local share not to exceed $20,000) to perform a feasibility study on modernizing the existing garage or seeking a new site to construct a facility that would be able to support battery electric buses. Applications are due July 31st and the City must demonstrate a commitment for the local match in order to be eligible to apply. Payment is not required until the study is completed if awarded.

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

RESOLUTION OF THE COMMON COUNCIL

Authorizing the acquisition of three used buses from the Duluth Transit Authority for $0

Committee Action:	*Pending*
Fiscal Impact:	$0
File Number:	23-0713
Date Introduced:	July 11, 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, Metro Ride is looking to replace four vehicles manufactured in 2004 that are no longer able to be operated dependably due to age and condition; and

WHEREAS, one additional bus manufactured in 2009 was damaged beyond repair in collision with a tractor trailer in August of 2022; and

WHEREAS, five buses must be replaced prior to the beginning of the school year so that revenue service can be maintained; and

WHEREAS, Metro Ride has identified three used buses available for acquisition from the Duluth Transit Authority for the amount of $0; and

WHEREAS, the Duluth Transit Authority has recognized Metro Ride's challenges with an ageing fleet and agrees to donate the vehicles at no charge.

NOW THEREFORE, BE IT RESOLVED by the City of Wausau Transit Commission, that the Transit Director be hereby authorized and directed to fund the transfer of three used buses in the amount of $0.

BE IT FURTHER RESOLVED, these vehicles shall be included in City of Wausau equipment inventory records and maintained in accordance and in compliance with FTA requirements.

Approved:

____

Katie Rosenberg, Mayor

Attachment 1
Buses to be Acquired from Duluth Transit Authority

Grantee	Year	Vehicle Manufacturer	Model	Vehicle ID Number	Federal Interest	Price	Intended Use
Duluth Transit Authority	2009	Gillig	40" Low-Floor	15GGD271591176698	$0	$0	Revenue Service
Duluth Transit Authority	2009	Gillig	40" Low-Floor	15GGD271X91176700	$0	$0	Revenue Service
Duluth Transit Authority	2009	Gillig	40" Low-Floor HEV	15GGD301391176893	$0	$0	Revenue Service

420 Plumer Street
Wausau, WI 54403
Phone: 715-842-9287
TDD 715-843-6827
Fax: 715-842-1541
http://metroride@ci.wausau.wi.us

MEMO

To: City Council

From: Matthew Rosenbloom-Jones, Transit Director

Subject: Background Information for Select Agenda Items

Date: July 10, 2023

Acceptance of Transfer of Three 40-Foot Gillig Buses to Metro Ride from the Duluth Transit Authority

On June 28th 2023, the board of the Duluth Transit Authority passed a resolution to transfer three 2009 40-foot Gillig buses to Metro Ride at no charge. All three buses were manufactured in 2009 and have less than 400,000 miles on them. Staff from Metro Ride inspected the vehicles and believes them to be in remarkable condition for their age, and they are mechanically the same as our existing family of 2009 buses, so parts availability and technical knowledge will not be a problem. In conjunction with our recent purchase of two 2008 Gillig buses from the City of Waukesha, these buses will replace our four 2004 29-foot buses that can no longer pass inspection and bus #905 which was damaged beyond repair in a collision in August of 2022. These five buses must be replaced by the start of the school year to maintain revenue service. According to Federal Transit Administration regulation 5010.1E, approval by the City Council is required to receive the buses. They will be used in revenue service, included on Federal Transit Administration inventories and maintained according to Federal Transit Administration requirements.

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

RESOLUTION OF THE FINANCE COMMITTEE

Approving 2023 Budget Modification – for the Purchase of a Transit Snowplow and MiniVan

Committee Action:	*Pending*
Fiscal Impact:	$ TBD
File Number: 22-1109B	**Date Introduced:** July 11, 2023

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

RESOLUTION

WHEREAS, Metro Ride has funding secured for the replacement of a snowplow and minivan and bid opening is scheduled for July 10th; and

WHEREAS, inflation and supply issues may result in a budgetary shortfall; and

WHEREAS, based upon summer meeting schedules, the budget modification would be required at the July 11th meeting to secure the vehicle; sand

WHEREAS, the Finance Committee at their July 11th meeting, has reviewed and recommends funding the shortfall as follows:

TBD

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 outlined above.

Approved:

____

Katie Rosenberg Mayor

420 Plumer Street
Wausau, WI 54403
Phone: 715-842-9287
TDD 715-843-6827
Fax: 715-842-1541
http://metroride@ci.wausau.wi.us

MEMO

To: Finance Committee

From: Matthew Rosenbloom-Jones, Transit Director

Subject: Background Information for Select Agenda Items

Date: July 6, 2023

This memo is intended to provide background information for select agenda items. If you have any questions regarding the agenda or if you are unable to attend the meeting, please contact me.

Awarding of Contract to Purchase Seven Passenger Van

Sealed bids for the purchase of a seven-passenger van will be opened at the Board of Public Works on Tuesday, July 11th. The source of funds for the vehicle is Section 5307 federal formula funding that was awarded in FY 2020. A prior solicitation for bids in fall of 2022 yielded no responses due to the tight vehicle market. During this time prices for vans have continued to rise at a rate outpacing inflation, and a budget modification to cover any difference between the existing funding and bid responses may be required. The vehicle being replaced with the new van is a 2005 Dodge Caravan that has exceeded useful life.

Awarding of Contract to Purchase Heavy-Duty Service Truck Equipped with Snowplow and Salter

Sealed bids for the purchase of a heavy-duty service truck equipped with a snowplow and salter will be opened at the Board of Public Works on Tuesday, July 11th. The source of funds for the vehicle is Section 5307 federal formula funding that was awarded in FY 2020. A prior solicitation for bids in fall of 2022 yielded no responses due to the tight vehicle market. Prices of heavy-duty truck chassis have dramatically increased over the last few years, and while there is evidence that chassis prices may be stabilizing a budget modification is required to cover any difference between the allocated funding and the bid responses. The vehicle being replaced is a 1997 Ford F450 Super Duty that is no longer able to be used due to a compromised frame. It is currently scheduled to be disposed of as scrap. It is believed that this vehicle is the oldest vehicle the City owns.

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

RESOLUTION OF THE FINANCE COMMITTEE

Approving Transit Facility Study Local Funding Commitment

Committee Action: *Pending*

Fiscal Impact: $ 20,000

File Number:	22-1109C	**Date Introduced:**	July 11, 2023

FISCAL IMPACT SUMMARY

COSTS	*Budget Neutral*	Yes☐No☒	
	Included in Budget:	Yes☐No☒	*Budget Source: Capital Projects Fund*
	One-time Costs:	Yes☒No☐	*Amount: 20,000*
	Recurring Costs:	Yes☐No☒	*Amount:*
SOURCE	*Fee Financed:*	Yes☐No☒	*Amount:*
	Grant Financed:	Yes☐No☒	*Amount:*
	Debt Financed:	Yes☒No☐	*Amount new issue* *Annual Retirement*
	TID Financed:	Yes☐No☒	*Amount:*
	TID Source: Increment Revenue ☐ *Debt* ☐ *Funds on Hand* ☐ *Interfund Loan* ☐		

RESOLUTION

WHEREAS, Historically the City of Wausau has relied on federal funding to finance the majority of the transit fleet; and

WHEREAS, the federal government will no longer fund diesel buses; and

WHEREAS, our transit facility constructed in 1979 can not support a hybrid or electric fleet; and

WHEREAS, the 5304 Statewide Transportation Planning Grant provides funding at a 80% state and 20% local match for engineering, design and feasibility studies.

WHEREAS, the application is due July 31 and;

WHEREAS, Metro Ride is seeking the City's commitment to fund a 20% local match of a total amount not to exceed $100,000 (local share not to exceed $20,000) to perform a feasibility study on modernizing the existing garage or seeking a new site to construct a facility that would be able to support battery electric buses.

WHEREAS, your Finance Committee has reviewed the request and recommends a commitment of the local funds for this project;

NOW THEREFORE BE IT RESOLVED, that the City of Wausau commits to funding the local match of the 5304 Statewide Transportation Planning Grant in an amount not to exceed $20,000.

Approved:

____
Katie Rosenberg Mayor

420 Plumer Street
Wausau, WI 54403
Phone: 715-842-9287
TDD 715-843-6827
Fax: 715-842-1541
http://metroride@ci.wausau.wi.us

MEMO

To: Finance Committee

From: Matthew Rosenbloom-Jones, Transit Director

Subject: Background Information for Select Agenda Items

Date: July 6, 2023

This memo is intended to provide background information for select agenda items. If you have any questions regarding the agenda or if you are unable to attend the meeting, please contact me.

Local Match for 5304 Statewide Transit Planning Grant

Metro Ride was unsuccessful in obtaining federal funding to replace older buses in the FY23 Bus & Facilities grant award from the Federal Transit Administration. At this point in time, diesel bus replacements are no longer competitive grant applications, and at a minimum a grant application must include a proposal to replace a diesel bus with a hybrid or electric bus to be competitive. The Bus & Facilities grant program has been the sole source of federal funding to receive the 80% federal share for bus replacement. The Metro Ride facility, constructed in 1979, currently does not have the ability to support battery electric buses. With battery electric buses being the priority for federal funding awards moving forward, it is imperative that Metro Ride begin looking at facility needs needed to ensure that we continue to remain eligible for federal funding for bus replacements.

The 5304 Statewide Transportation Planning Grant provides funding at a 80% state and 20% local match for engineering, design and feasibility studies. Metro Ride is seeking the City's commitment to fund a 20% local match of a total amount not to exceed $100,000 (local share not to exceed $20,000) to perform a feasibility study on modernizing the existing garage or seeking a new site to construct a facility that would be able to support battery electric buses. Applications are due July 31st and the City must demonstrate a commitment for the local match in order to be eligible to apply. Payment is not required until the study is completed if awarded.

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

RESOLUTION OF THE FINANCE COMMITTEE

Authorizing application to the Wisconsin Department of Natural Resources ("DNR") Wisconsin Assessment Monies (WAM) program for the property at 110-118-120-126-130-134-138-140-146-206-212-226-230-237-241-249 E Thomas St ("Property") by the City of Wausau.

Committee Action: *Pending*

Fiscal Impact:

File Number:	23-0714	**Date Introduced:**	July 11, 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 City of Wausau considers the Property to meet the definition of "brownfield" due to the presence or potential presence of a hazardous substance, pollutant, or contaminant that hinders the expansion, redevelopment or reuse of the Property; and

WHEREAS, the City of Wausau recognizes that the environmental assessment of brownfields is an important part of protecting Wisconsin's resources; and

WHEREAS, a municipal resolution is required to apply for the Wisconsin Assessment Monies (WAM) program; and

WHEREAS, the City of Wausau will allow the DNR and its duly authorized representatives, agents or contractors access to inspect the Property and award records should the application be awarded.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF WAUSAU:

Section 1: That an application may be submitted to the DNR for contractor services under the WAM program.

Section 2: That the City of Wausau will comply with all state and federal rules and requirements of the WAM program.

Section 3. That the Mayor is authorized to act on behalf of the City of Wausau to submit an application to the DNR for contractor services under the WAM program, sign documents and take necessary action to comply with approved award activities.

Approved:

____

Katie Rosenberg, Mayor

To:	Finance Committee & Common Council
From:	Liz Brodek, Development Director
Date:	July 11, 2023
Re:	Wisconsin Assessment Monies (WAM) application

Staff is seeking Finance Committee and Common Council approval to submit an application for Wisconsin Assessment Monies (WAM) through the DNR to aid in the potential redevelopment of remnant vacant parcels on Thomas Street.

Last year, Finance and Council approved an ARPA request for infill housing on various City-owned lots. The Thomas Street parcels rose to the top of the list of potential opportunities in part because of the funding gap ARPA would be able to cover in development and affordable sale prices for the homes.

There has been suspected contamination on these sites, so staff reached out to the DNR for more information. Upon speaking with Matt Thompson and Gena Larson from the DNR, it was determined that the WAM fund, which provides environmental assessment funding to sites that properties that meet the federal definition of a brownfield (as copied and pasted from the website page): "A brownfield is a real property, the expansion, redevelopment, or reuse of which may be complicated by the presence or potential presence of a hazardous substance, pollutant, or contaminant."

These parcels are real property that the City would like to redevelop but that potential redevelopment is being complicated by the presence or potential presence of a hazardous substance, pollutant, or contaminant. We are requesting all available testing types to ensure a clean slate for redevelopment.

If awarded the WAM, the DNR will perform assessments, up to $35,000 each, on each individual parcel (listed in the letter to the DNR). These assessments will help us better understand what, if any, contaminants(s), pollutant(s), and/or substance(s) are present on the site and whether remediation is required. Having these assessments conducted through this DNR program is ideal because there is no immediate cost to the City, the DNR has an interest in seeing people protected from hazardous materials, and, if necessary, can provide remediation guidance as well.

Staff recommends the approval of the DNR WAM application for the vacant City-owned parcels on Thomas Street.

Planning, Community and Economic Development
Liz Brodek, Development Director

WAUSAU
WISCONSIN

TEL: (715) 261-6680
FAX: (715) 261-6808

July 11, 2023

Gena Larson
Wisconsin DNR
101 South Webster Street
P.O. Box 7921
Madison, WI 53707-7921

RE: Wisconsin Assessment Monies (WAM) for Thomas Street Corridor Redevelopment Project in Wausau

Dear Ms. Larson:

I am writing to request Wisconsin Assessment Monies funding to assist in the safe redevelopment of the Thomas Street Corridor in Wausau, Wisconsin. You, Matt Thompson, and I previously spoke about this several weeks ago and determined this project would likely be a great fit for this funding assistance given their municipal ownership, location in a Qualified Census Tract, redevelopment potential and plans, financial need, and potential for positive community outcomes.

To recap our conversation, the City of Wausau, for which I am the Development Director, owns several parcels of property along East Thomas Street. The properties were acquired as part of road reconstruction project over several years, years ago. The City has been attempting to develop these now vacant lots over the years for residential use, but has been unable to do so for several reasons.

Our Development Department secured ARPA funds last year to assist in redevelopment of several City-owned vacant infill lots. The Thomas Street parcels rose to the top of the list of potential opportunities in part because of the funding gap ARPA would be able to cover in development and affordable sale prices for the homes. (As background, the neighborhood desired affordable single-family homes akin to the ones removed during the street reconstruction project.) However, this area is suspected to have contaminated soil so testing, and possibly remediation, will be necessary to safely redevelop this area. We are writing to request WAM funds to assess whether there is contamination that requires remediation. (If contamination requiring remediation is found, we will be requesting further grants to assist with clean-up costs.)

The parcels the City is considering for residential redevelopment are as follows:

- 110 E. Thomas Street
- 118 E. Thomas Street
- 120 E. Thomas Street
- 126 E. Thomas Street
- 130 E. Thomas Street
- 134 E. Thomas Street
- 138 E. Thomas Street
- 140 E. Thomas Street
- 146 E. Thomas Street
- 206 E. Thomas Street

Planning, Community and Economic Development
Liz Brodek, Development Director

WAUSAU
WISCONSIN

TEL: (715) 261-6680
FAX: (715) 261-6808

- 212 E. Thomas Street
- 226 E. Thomas Street
- 230 E. Thomas Street
- 237 E. Thomas Street
- 241 E. Thomas Street
- 249 E. Thomas Street

(We expect to combine some of these parcels to create larger lot sizes for some homes.)

These properties meet the definition of a brownfield listed in the application: they are real property and their redevelopment and reuse is complicated by the potential presence of a hazardous substance, pollutant, or contaminant. Though the City currently owns these properties, the City did not cause any potential contamination. The City acquired this property for a street reconstruction project and inherited any potentially harmful substances in the properties. The properties are not eligible for other funding programs like DERF or ACCP. As the application document is limited in its abilities to accommodate various dates, acquisition documents will be provided with this application.

Our redevelopment process for these sites is already underway. The City recently held two Visual Preference Survey sessions in the neighborhood to garner input on the type of homes people who live there would like to see added to their neighborhood. We are hoping to conduct environmental assessment and possible remediation simultaneous to the design process for expediency of funds (keeping ARPA fund timelines in mind) and efficacy of cost (if needed, clean up could take place simultaneous to construction).

There are several potential positive community outcomes when the properties become safe to redevelop. First, the Thomas Street neighborhood has historically been overlooked or put-upon. It is a historically disadvantaged neighborhood (see question 9 of the application regarding a disadvantaged or underserved community) with a significant Hmong population (approximately 12%). The City is now engaging neighborhood residents from the ground up to redevelop this area. The end goal for this project is multi-fold: 1) redevelop an area that requires significant recoupable investment, 2) sell to low to moderate income (LMI) earners, thereby 3) creating wealth in a population that is historically disadvantaged in creating wealth. It would be wonderful to celebrate a partnership with the DNR to make this happen.

We appreciate your time and consideration. Please reach out to me with any questions or if there is any additional information I can provide.

Sincerely,

Elizabeth Brodek

407 Grant Street – Wausau, WI 54403

110 E Thomas St, Wausau WI, May 2023


118, 120, 126 E Thomas St, Wausau, WI, May 2023
E Thom
Linder Electric Motors
Edwards St
Google
Image capture: May 2023
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United States
Terms

130, 134, 138 E Thomas St, Wausau, WI, May 2023

140, 146 E Thomas St, Wausau, WI, May 2023


206 E Thomas St, Wausau, WI, May 2023
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Image capture: May 2023
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212 E Thomas St, Wausau, WI, May 2023
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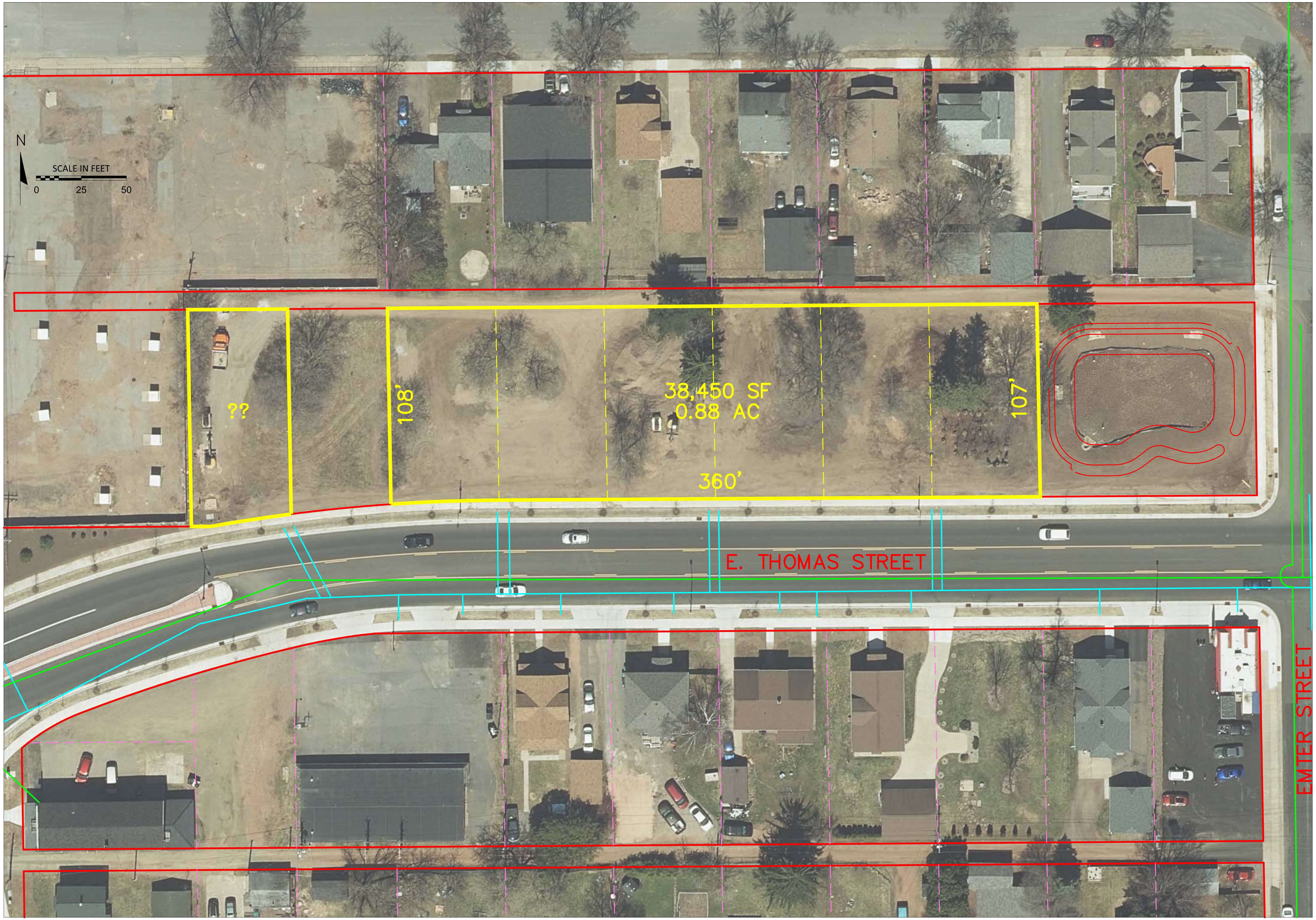
Image capture: May 2023


226 E Thomas St, Wausau, WI, May 2023
Google


230 E Thomas St, Wausau, WI, May 2023
Google


237, 241, 249 E Thomas St, Wausau, WI, May 2023
Google
Image capture: May 2023 © 2023 Google United States



POTENTIAL PARCELS

E. THOMAS STREET

CITY OF WAUSAU
Engineering Department
407 GRANT STREET WAUSAU, WI. 54403-4783
(715) 261-6740 FAX (715) 261-6759

SURVEYED BY:
FIELD BOOK NO. PG.
PROJ. ENGINEER:
DRAWN BY: DFH
APPROVED BY:
POINT FILE:

ISSUED FOR	DATE	REVISIONS
PRELIMINARY ☐	2/14/2023	
REVIEW/APPROVAL ☐		
BIDDING/CONST. ☐		
REC. REF. DWG. ☐		
OFFICE USE ☐		

SHEET NO.
1
OF 2 SHEETS
FILE NUMBER

DWG FILE NAME:
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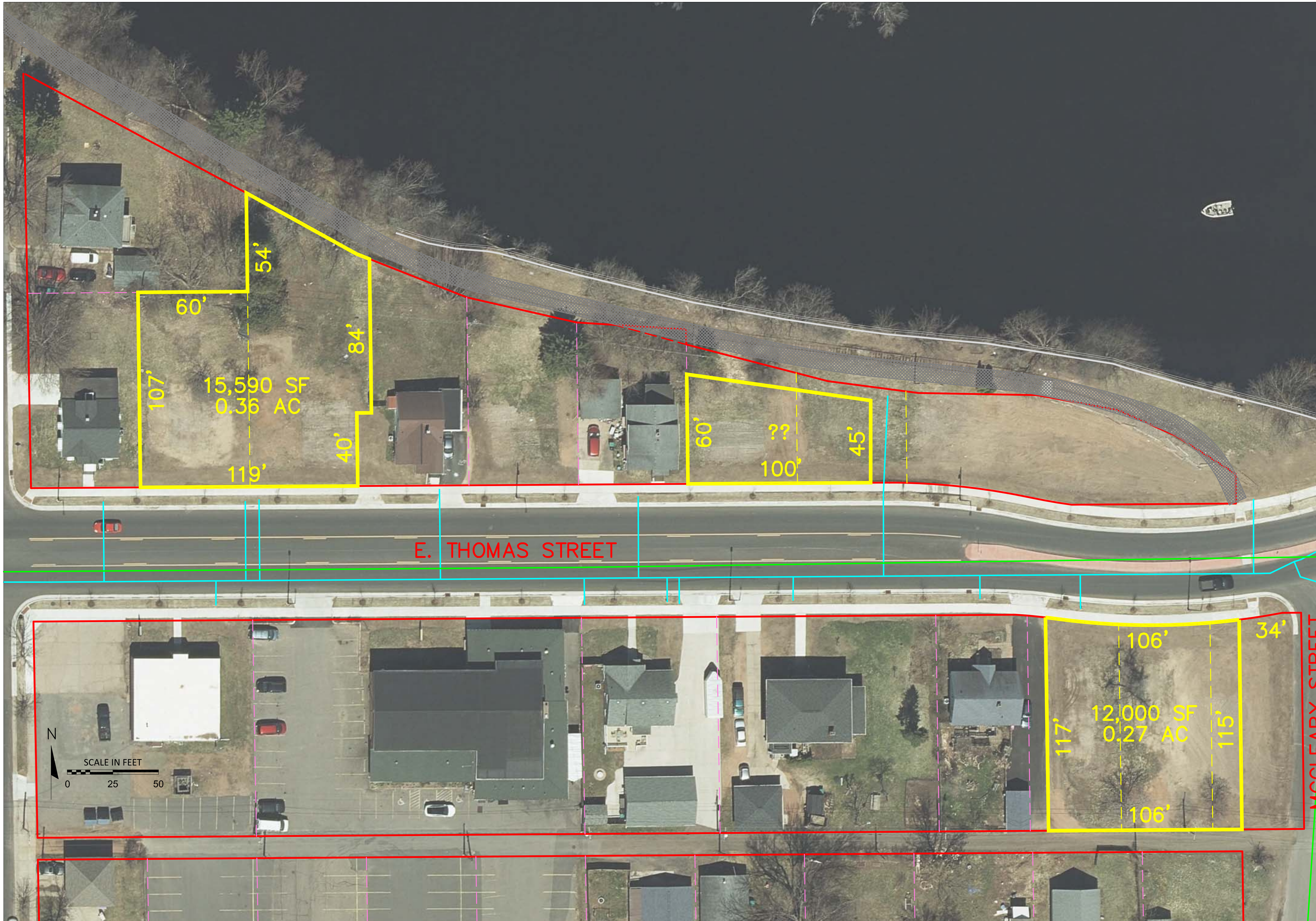

CITY OF WAUSAU
Engineering Department
407 GRANT STREET WAUSAU, WI. 54403-4783
(715) 261-6740 FAX (715) 261-6759

SURVEYED BY:
FIELD BOOK NO. PG.
PROJ. ENGINEER:
DRAWN BY: DFH
APPROVED BY:
POINT FILE:

REVISIONS

DATE
2/14/2023

ISSUED FOR
PRELIMINARY
REVIEW/APPROVAL
BIDDING/CONST.
REC. REF. DWG.
OFFICE USE

POTENTIAL PARCELS

E. THOMAS STREET

SHEET NO.
2
OF 2 SHEETS
FILE NUMBER

DWG FILE NAME:
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Wisconsin Department of Natural Resources Site Access Permission Assignment for Wisconsin Assessment Monies (WAM) Contractor Services Awards

I, Katie Rosenberg, as owner or authorized representative of the property owner (the "owner") of the property located at 110-118-120-126-130-134-138-140-146-206-212-226-230-237-241-249 E Thomas St, Wausau, also described as 29129073540022, 29129073540020, 29129073540019, 29129073540018, 29129073540017, 29129073540016, 29129073540015, 29129073540014, 29129073540013, 29129073540029, 29129073540339, 29129073540034, 29129073540035, 29129073630036, 29129073630041, 29129073630042, Marathon, Wisconsin, referred to herein as the "Property," hereby assign permission to the Wisconsin Department of Natural Resources (the "department") and its employees, duly authorized representatives, agents and contractors, to enter upon and have access at reasonable times to the Property so that the department may, based on awarded contractor services, perform activities including but not limited to the following:

(1) *Conduct a site visit to complete a Phase I Environmental Site Assessment*
(2) *Conduct a Phase II Environmental Site Assessment*
(3) *Conduct a Limited NR 716 Site Investigation*
(4) *Install soil borings*
(5) *Install and maintain permanent or temporary groundwater monitoring wells*
(6) *Collect soil samples and water samples*
(7) *Install and maintain sub-slab vapor probes, collect sub-slab vapor samples and abandon sub-slab vapor probes*
(8) *Collect indoor air samples*
(9) *Abandon the groundwater monitoring wells installed by the department when the wells are no longer needed.*

The permission that is granted herein is effective beginning the date the Permission Agreement is signed and shall remain in effect for one calendar year. If, after six months from the effective date, I wish to withdraw permission for continued access, I shall notify the department of that fact in writing. The department shall, within 90 days after receiving such notice, either cease/finalize activities on the property or obtain a court order to allow continued access.

I understand that the investigation activities may result in the generation of waste soil, groundwater or other materials collectively known as investigative derived waste. The department and its representatives, agents or contractors will ensure that the investigative derived waste is properly containerized and transported by a licensed waste hauler to the appropriate disposal or treatment facility. I agree that the investigative derived waste may be temporarily stored on the Property at a location agreed upon by me and the department until the investigative activities are complete or access under this Permission Assignment ends, whichever is earlier. I agree to not move or tamper with the investigative derived waste temporarily stored on the Property. I agree to sign, as the generator of the investigative derived waste, any waste characterization forms, waste manifests or other documentation required for proper transport and disposal of the investigative derived waste. I will sign these forms prior to the time the department removes the investigative derived waste from the Property or at the time I withdraw my permission for continued access, whichever is earlier.

The department will report all sampling results to me and occupants, as appropriate, within 10 business days of receiving the sample results. When soil, water, sediment or vapor samples are collected on the Property, split samples will be provided to the me if I request split samples and if I provide sample containers to the department before the samples are collected.

I am the owner of the Property or have authorization to sign on behalf of the owner entity and execute this Permission Assignment.

I agree to inform occupants of the Property (e.g., tenants), if any, of the requirements of this Permission

Assignment and to provide occupants with a copy of the executed Permission Assignment.

I agree to not damage or interfere with soil, water, vapor, air or other sampling equipment that is installed as permitted under this Permission Assignment. I agree to notify third parties who plan to conduct any activity on the Property that monitoring wells have been installed on the Property. If the activity could result in damage to monitoring wells, I will instruct the third parties to contact the department regarding the location of the monitoring wells and to discuss how damage may be prevented. I understand that I am responsible for any damage to monitoring wells if I or any of my agents or representatives cause that damage.

I understand that the department, in the course of conducting investigation, may find that a hazardous substance discharge or environmental pollution exists on the Property. If this occurs, these findings must be reported to the department under Wis. Stat. § 292.11(2).

I understand that if the department discovers a hazardous substance discharge or environmental pollution on the Property, any current owner of this Property, along with any identifiable causer of the contamination, may be required to take additional response actions pursuant to Wis. Stat. § 292.11(3), to restore the environment to the extent practicable and minimize the harmful effects from the discharge to the air, lands or waters of this state. Exemptions may apply under Wis. Stat. § 292.11(9)(e), 292.13, 292.15 or 292.21.

I have read this entire Permission Assignment and understand its contents. I have had the opportunity to discuss the Permission Assignment with the department and ask questions about its content.

Signature Page to follow.

IN WITNESS WHEREOF:

Katie Rosenberg, Mayor, City of Wausau

Property Owner (Print)

Signature of Property Owner or Authorized Representative

Date

407 Grant St, Wausau WI 54403

Mailing Address

Mayor@ci.wausau.wi.us

Email Address

715-261-6800

Phone Number

Contact information for occupants, tenants or lessees (if different than owner):

N/A

Name of Occupant

Email Address

Phone Number

Note: In order to fill and save this form electronically, it must be opened using Adobe Reader or Acrobat software. Save a copy of the file, open Adobe Reader, select File > Open and browse for the file you saved.

State of Wisconsin
Department of Natural Resources
PO Box 7921, Madison WI 53707-7921
dnr.wi.gov

Brownfield Assessment Grant Wisconsin Assessment Monies Application

Form 4400-265 (R 12/22)

Notice: Use of this form is required by the DNR for any Wisconsin Assessment Money (WAM) federal assessment funds filed pursuant to CERCLA 42 USC 9604 (k) (2), Wis. Stats. Personally identifiable information collected will be used for administrative purposes and may be provided to requesters as required by Wisconsin's Public Records law, ss. 19.31- 19.39, Wis. Stats. Applications must be complete to be processed.

DNR Use Only		
Application No.	Region	Project Notes
Eligible? ◯ Yes ◯ No	Grant Awarded? ◯ Yes Date ______ ◯ No	

Instructions: Complete the following information to be considered for WAM. Final determination is done in partnership between DNR and US EPA. If additional space is needed for narrative sections, please include as an attachment labeled with the corresponding Section and Question numbers. For additional information about this program, visit us on the DNR's web site at http://dnr.wi.gov/topic/Brownfields/wam.html.

Please be aware that, to determine eligibility, the DNR will evaluate the following:

1. The site **must meet the federal definition of an "eligible brownfield site."** The project "site" may be made up of separate legal properties, or part of one property. See program webpage for more information.
2. Access to the site through an access agreement or special inspection warrant must be provided for the duration of the award. For contractor services application, access must be provided to the DNR and any of its contractors. For community-managed applications, access must be provided to the applicant and any of its contractors. See program webpage for sample site access agreement.
3. If the applicant is a governmental entity and owns the property(ies) that is/are the subject of this application, a **signed municipal resolution** authorizing the applicant to apply must be submitted with application. See program webpage for sample resolution.
4. Activities are not reimbursable under other state programs (e.g. DERF, ACCP)

This Application is for: (check one)

◉ WAM Contractor Services Award　　◯ WAM Community-Managed Subgrant

This Application is for: (check all that apply)

☒ **Petroleum Assessment**
☒ **Hazardous Substance or Co-Mingled Assessment**
☒ **Remedial Action Plan**
☒ **Phase I Environmental Assessment**
☒ **Phase II Environmental Assessment**
☒ **NR 716 Site Investigation**

Section 1: Applicant Information

Applicant is:

◯ County　◉ City　◯ Redevelopment Authority under s.66.1333
◯ Town　◯ Housing Authority under s.66.1201　◯ Community Development Authority under s.66.1335
◯ Village　◯ Developer/Private Business　◯ Other (Specify) ______

Applicant (Individual or Organization Name)			County
City of Wausau			Marathon
Address	**City**	**State**	**ZIP Code**
407 Grant Street	Wausau	WI	54403
Web Site (if applicable)			
ci.wausau.wi.us			

Section 2: Contact Information for Applicant

Authorized Representative

Last Name	First Name	Title		
Rosenberg	Katie	Mayor		
Mailing Address		**City**	**State**	**ZIP Code**
407 Grant Street		Wausau	WI	54403
Phone Number		**Fax Number**		
715-261-6803				
E-mail Address				
katie.rosenberg@ci.wausau.wi.us				

Contact Person (if different from above)				
Last Name Brodek	First Name Liz	Title Development Director		
Mailing address 407 Grant Street		City Wausau	State WI	ZIP Code 54403
Phone Number (715) 261-6685		Fax Number		
E-mail Address liz.brodek@ci.wausau.wi.us				

Section 3: Site Information

Name of Site Thomas Street Corridor			
Site Address(es) 110, 118, 120, 126, 130, 134, 138, 140, 146, 206, 212, 226, 230, 237, 241, 249 E Thomas Street			
County Marathon	City Wausau	State WI	ZIP Code 54401
Size of Site (acres)	Tax Parcel #s 0022, 0020, 0019, 0018, 0017, 0016, 0015, 0014, 0013, 0029, 0339, 0034, 0035, 0036, 0041, 0042		
State Assembly District 85			
State Senate District 29			

1. Provide recent, dated and labeled photograph(s) of the site or facility as ***Attachment A***.
2. Is/was there a facility at this site?
   - ◯ Yes Size of facility (sq ft) ______
   - ◉ No
3. Provide a brief, written history of the site.

   These parcels were acquired over several years and are now vacant after a street reconstruction project required the acquisition and demolition of several homes along Thomas Street.

   Several projects have been proposed on this site previously, but none were met with neighborhood or Committee/ Council approval.

   The City decided to approach this proposed infill development differently, engaging with neighbors of the parcels, to learn what specific types of home designs and aesthetics they prefer. We distributed fliers in the neighborhood, offered child care and Hmong translation at the meetings, and received 44 responses indicating the type of redevelopment neighbors want to see in their neighborhood.

   We are applying for WAM because we need to ensure that the land is safe for residential development. If it is not, we will continue to work with the DNR and any other necessary agencies to remediate the land for safe residential development.
4. Past and most recent land uses (Put a "P" for past use or a "C" for current use; select all that apply):

☐ service station ____	☐ agricultural co-op ____	☐ salvage yard ____	☐ pipeline ____
☐ coal gas manufacturer ____	☐ electroplater ____	☐ manufacturing ____	☐ dry cleaner ____
☐ petroleum bulk plant ____	☐ tannery ____	☐ landfill ____	☒ unknown ____
☒ Other (Specify) residential			

5. What is the current status of the property?
   ◯ Business is closing. Anticipated date: ______________
   ◯ Business has closed. Date: ______________
   a. Is the property currently vacant? ◉ Yes ◯ No
   b. What is the current zoning for the property?
   All are Two-Flat Residential other than 130 E Thomas St. (parcel 0017) which is multi-family residential
6. Describe the existing site conditions, including existing buildings.
   The parcels are all vacant, covered in grass and gravel. There are no buildings.

7. Check any of the following activities that have been conducted on the site. List the dates the activities occurred and include copy of the reports with the application.
   ☐ Phase I Environmental Assessment(s) Date(s): ________ ________ ________ ________
   ☒ Phase II Environmental Assessment(s) Date(s): 08/25/2017 ________ ________ ________
   ☐ NR 716 Site Investigation(s) Date(s): ________ ________ ________ ________
   ☐ Other information about possible contamination at the site

8. Has environmental contamination been confirmed through sampling and analysis at the site? ◉ Yes ◯ No ◯ Inconclusive
   a. If no, proceed to c. If yes, what contaminants are known to be present?
   Various low-level Dioxin and Furan compounds (at levels significantly below 2017 WI Chapter NR 720 D-C RCLs) for industrial and non-industrial sites. Phase II results from 9/21/17 accompany this application.
   b. Has the State of Wisconsin been notified of the discharge of hazardous substance(s) at the site or facility? ◯ Yes ◯ No
   If yes, when? ______________ DNR BRRTS Number(s) (if known): ______________
   c. Explain how the actual and perceived contamination is impacting the property use and redevelopment. If no environmental contamination has been confirmed, why is the site or facility suspected to be contaminated?
   There is known groundwater contamination along the river to the north of the sites, and at an industrial site to the west. It is perceived that more contamination exists that was not tested among the six borings of August 2017.

9. Does the property meet any of the indicators of being *within a disadvantaged or underserved community* listed below? Check any that apply:

   *Community – either a group of individuals living in geographic proximity to one another, or a geographically dispersed set of individuals (such as migrant workers or Native Americans), where either type of group experiences common conditions

   ☒ Low income, high and/or persistent poverty
   ☐ High unemployment and underemployment
   ☐ Racial and ethnic residential segregation, particularly where the segregation stems from discrimination by government entities
   ☐ Linguistic isolation
   ☐ High housing cost burden and substandard housing
   ☒ Distressed neighborhoods
   ☐ High transportation cost burden and/or low transportation access
   ☒ Disproportionate environmental stressor burden and high cumulative impacts
   ☐ Limited water and sanitation access and affordability
   ☐ Disproportionate impacts from climate change
   ☐ High energy cost burden and low energy access
   ☐ Jobs lost through the energy transition
   ☐ Access to healthcare
   ☐ Geographic areas within Tribal jurisdictions.
   ☒ Identified as a disadvantaged community on the Climate and Economic Justice Screening Tool
   ☐ CDC's Social Vulnerability Index indicates overall moderate to high or high level of vulnerability for the location, or individual theme ranking factors for the county

☒ EPA EJ Screen indicates 80 percentile or higher for one or more environmental justice indexes, pollution and sources, socioeconomic indicators, health disparities, climate change data, or critical service gaps.

☐ State definition of disadvantaged community

☐ Other (e.g., distressed or abandoned property). Provide data, index or other criteria indicators of disadvantaged or underserved community:

Please describe how the property meets the criteria checked above:
All sites identify as disadvantaged and are above the 80th percentile for projected flood risk, lead paint, proximity to hazardous waste facilities, and proximity to superfund sites, according to the Climate and Economic Justice Screening Tool. All sites are identified as above the 80th percentile on the EPA EJ Screening tool for lead paint, superfund proximity, hazardous waste proximity, and wastewater discharge Environmental Justice Indexes.

Section 4: Applicant & Site Eligibility *If the applicant owns the site, answer the questions in parts A and B in this section. If the applicant does not own the site, answer the questions in parts A and C in this section.*

Section 4 - Part A: Additional Liability and Property Information *All applicants must fill out all questions in this section.*

1. Is the person who caused or is suspected to have caused the environmental contamination financially able to contribute to the assessment and/or cleanup? ○ Yes ◉ No
   - a. **If yes, describe any reasons the DNR would want to participate in this project. What would the overall benefit be to the community?**
   - b. **What commitments are there from the causer or property owner to contribute to assessment and/or cleanup costs at this property?**
     None, unknown causer
   - c. **Explain why assistance under this program is needed and what is the likely result if such assistance cannot be provided.**
     Assistance is needed to redevelop this area for multiple new homes using ARPA's once-in-a-lifetimes funding opportunities to create affordable homes. These homes will be sold to people who work in low-wage, needed jobs in the community like child and elder care workers. If these funds are not provided, it is likely the project dies.

Section 4 - Part B: Applicant Ownership *If the applicant owns the site, complete all the questions in this section.*

1 Did the applicant cause or contribute to the contamination on the site? ○ Yes ◉ No
   - a. If yes, provide details.
   - b. If no, describe the possible causers of contamination, and their ability to clean it up.
     The types of contamination are quite common and difficult to definitively trace to a specific source.

2. Date of property acquisition ________________

3. **Local governments only**: Did you acquire the property consistent with s.292.11(9)(e), Wis. Stats.?
   - ○ Yes (Select all that apply)
     - ☐ tax delinquency (deed/foreclosure)
     - ☐ bankruptcy order
     - ☐ condemnation
     - ☐ eminent domain according to ch. 32, Wis. Stats.
     - ☐ escheat
     - ☐ slum clearance or blight elimination according to s. 66.133, Wis. Stats
     - ☐ using DNR Stewardship funds
     - ☐ acquisition from another eligible LGU
   - ○ No. If no, proceed to Section 4-Part B, question 4.

4. How did you acquire the site?
   ○ Simple purchase ○ Transfer ○ Donation ○ Lender foreclosure or security interest
   ◉ Other varies - acquisition documents will be included with this application

Section 4 - Part C: Other Entity Ownership *If the applicant does not own the site, complete all the questions in this section*

1. Who currently owns this site:
   - ☒ Local unit of government (name and contact information)
     City of Wausau, Liz Brodek, Development Director, 407 Grant Street, Wausau, WI 54403
   - ☐ Non-profit Organization (name and contact information)
   - ☐ Business or Private Owner (name and contact information)

2. Does the applicant plan to acquire the site? ○ Yes ◉ No
   a. If yes, when and by what means?

Section 5 - Part A: Applicant Liability for Hazardous Substance or Co-Mingled Assessment *Fill out this section only if applying for hazardous substance assessment. Skip to Section 5, Part B if applying for petroleum assessment.*

1. Sites must meet the following criteria in order to be eligible. Check all that apply.
   - ☒ The site is not subject to a planned or ongoing federal Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) removal action
   - ☒ The site is not listed on the Superfund National Priorities List, and is not proposed for listing.
   - ☐ The site is not the subject of a federal unilateral administrative order, a court order, or an administrative order on consent or judicial consent decree that has been issued or entered into.
   - ☒ The site is not undergoing RCRA corrective action for hazardous waste per an order, permit or closure plan.
   - ☒ The site is not a facility that is subject to the jurisdiction, custody, or control of a department, agency or instrumentality of the United States, except for land held in trust by the United States by an Indian tribe.

Section 5 - Part B: Applicant Liability for Petroleum Substance Assessment *Follow instructions in this section only if applying for petroleum assessment.*

1. Has the site received LUST trust fund monies for assessment or cleanup? ○ Yes ◉ No
   a. If yes, please provide details:

2. Is the site currently subject to a response under the Oil Pollution Act (OPA)? ○ Yes ◉ No

3. Is the site subject to a corrective action under RCRA for underground storage tanks? ○ Yes ◉ No

4. Has a responsible party been identified for the site through any of the actions below? (*please check all that apply*)

☐ An unresolved judgment rendered in a court of law or an administrative order that would require any party (including the applicant) to assess, investigate or clean up the site

☐ An unresolved enforcement action by federal or state authorities that would require any party (including the applicant) to assess, investigate, or cleanup the site

☐ An unresolved citizen suit, contribution action or other third party claim brought against the current or immediate past owner for the site that would, if successful, require either party to assess, investigate or cleanup the site

5. If the property was acquired through lender foreclosure or involuntarily by a local government unit, please attach documentation of the acquisition method as **Attachment C**. If the property was acquired through some other means, please attach a completed *Determination of Viable Responsible Party Attachment* as **Attachment C**. The checklist can be found on the program webpage.

Section 6: Required Attachments

Include the following attachments at the end of your completed application form

☒ **Narrative Attachments.** If more space is needed for narrative questions, please include as an attachment and label with the corresponding Section and Question number(s).

☒ A. **Current Photographs**. Recent, dated and labeled photograph(s) of the site and/or facility and surrounding area.

☒ B. **Site Access Authority.** Written consent for site access to perform the assessment activities. Access to the site through an access agreement or special inspection warrant must be provided for the duration of the award. For contractor services application, access must be provided to the DNR and any of its contractors. For community-managed applications, access must be provided to the applicant and any of its contractors. Access can be granted through **an access agreement signed by the current property owner OR through a special inspection warrant.** A model access agreement can be found on the program webpage.

☒ C. **Documentation Method of Acquisition OR Determination of Viable Responsible Party**. Determination of Viable Responsible Party Attachment can be found at http://dnr.wi.gov/topic/Brownfields/wam.html. **(PETROLEUM ONLY)**

☒ D. **Map.** Include a map (plat map preferred) that shows the location of the facility. If applying for petroleum funding, please also attach a map indicating the location of any former or current ASTs, USTs, or other petrol-related containers.

☒ E. **Municipal Resolution.** A signed copy of an ordinance or resolution authorizing the applicant to apply for this award. **(LOCAL GOVERNMENT SITE OWNERS ONLY)**

☒ F. **Existing Assessment Reports.** Please include copy of any Phase I, Phase II or site investigation reports already completed at the site.

Section 7: Self-Certification

☒ I certify that information in this application and all its attachments are true and correct and in conformity with applicable Wisconsin and Federal Statutes.

☒ I certify that to the best of my knowledge and belief that neither the entity applying, nor any individual, partnership, company or corporation related to the applicant through common ownership or control.

(a) has violated any provision of the Federal, state or local environmental laws or regulations relating to the proposed brownfield project site.

(b) has been suspended, debarred or otherwise declared ineligible to receive federal funds.

Print Name of Authorized Representative
Katie Rosenberg

Signature of Authorized Representative	Date