



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, August 10, 2021 at 6:30 p.m.
Location:	City Hall (407 Grant Street, Wausau WI 54403) - Council Chambers
Members:	Patrick Peckham, Michael Martens, Tom Kilian, Tom Neal, Jim Wadinski, Becky McElhaney, Lisa Rasmussen, Sarah Watson, Dawn Herbst, Lou Larson, Deb Ryan

Call to Order			
		Pledge of Allegiance / Roll Call / Proclamations	
Public Comment:		Pre-registered citizens for matters appearing on the agenda and other public comment.	
Presentations:		Environmental Justice by Tony Wilkin Gibart, Executive Director, Midwest Environmental Advocates	
		Workday enterprise resource planning (ERP) software evaluation and implementation	
Committee Reports:		BPW - Insurance Claims April 2021 - June 2021	
File #	CMT	Consent Agenda	ACT
21-0701	COUN	Minutes of previous meeting (7/13/21)	Place on file
21-0804	CISM	Resolution Approving Agreement for the Management and Maintenance of a Stormwater Facility (Emmerich & Associates, Inc. – 2101 and 2105 Grand Avenue)	Approved 4-0
21-0805	CISM	Resolution Approving Agreement for the Management and Maintenance of a Stormwater Facility (WSC Properties, LLC; OAW Properties, LLC; and WSC/OAW Campus Condominium Association, Inc. – 3701, 3805, 3815 and 3901 Stewart Avenue)	Approved 4-0
21-0523	CISM	Resolution Approving Revision to Memorandum of Agreement with Wisconsin Department of Transportation for Establishing a Multi-Use Path on State-Owned Right-of-Way Along 72nd Avenue through the STH 29 Interchange	Approved 5-0
21-0806	CISM	Ordinance Amending Section 10.20.080(a) designating no parking west side of 10th Street between Kickbusch Street and Forest Street, Washington Street and Jefferson Street, McClellan Street and McIndoe Street; designating no parking east side of 10th Street between Forest Street and Washington Street, Jefferson Street and McClellan Street, Stark Street and Bridge Street; designating no parking both sides of 10th Street between McIndoe Street and Stark Street	Approved 5-0
21-0511	CISM & PLAN	Final Resolution Vacating and discontinuing an unpaved alley abutting 205 and 209-211 Short Street, 1202, 1210 and 1212 North 3rd Street	Approved 4-0 Approved 7-0
99-0626	ED	Resolution Approving City's Waiver of First Right of Refusal to Repurchase property at 400 S. 86th Avenue from Cannistra Properties LLC to Quality Time Custom Fit Linens LLC	Approved 5-0
21-0108	PH&S	Resolution Approving or Denying Various Licenses as Indicated	Approved 5-0
File #	CMT	Resolutions and Ordinances	ACT
21-0803		Mayor's Appointments	
21-0808	PH&S	Resolution Supporting Environmental Justice	Failed 2-2
21-0605	ED	Resolution Adopting We Are Wausau	Approved 4-1
19-1012	ED	Resolution Approving assignment and assumption of Purchase and Development Agreement of Thomas Street Phase I remnant parcels from VestedNest Property Group LLC to Thomas Street Duplex, LLC, transfer of Property, and First Amendment to Purchase and Development Agreement	Approved 5-0
21-0809	ED	Resolution Approving contracting with Aplomb PR to manage the Wausome Facebook page	Approved 4-1
20-1109	FIN	Resolution Approving the 2021 budget modification for the purchase of Election Badger Book Electronic Poll Books	Approved 4-0
20-1109	FIN	Resolution Approving the 2021 funding for additional engineering services related to the Fleet Maintenance Shop	Approved 4-0
20-1109	FIN	Resolution Approving the 2021 budget modification for the purchase of Hot Mix	Approved 4-0
21-0810	PLAN	Resolution Amending General Development Plan at 920 North 1st Street to allow for a three story 32-unit multi-family residential building, in a PUD, Planned Unit Development Zoning District	Approved 7-0
21-0807	PLAN	Ordinance Rezoning 1111 Westwood Drive from PUD, Planned Unit Development Zoning District to SMU, Suburban Mixed-Use Zoning District	Approved 7-0
Suspend the Rules - 6(B) Filing and 12(A) Referral of Resolutions (2/3 vote required)			
20-0314	COUN	Resolution Approving Fire Department/DNR Memorandum of Understanding for Mutual Aid and Fire Suppression Services	Pending
18-0914	FIN	Resolution Approving Shared Services Agreement By and Between Wausau School District and City of Wausau for School Resource Officers	Pending
21-0811	FIN	Resolution Approving Advance Ordering of 2022 Vehicles and Equipment	Pending
Public Comment & Suggestions			
Adjournment			

Signed by Katie Rosenberg, Mayor

This meeting is being held in person and via teleconference. All public participants' phones will be muted during the meeting. Members of the media and the public may attend in person or by calling **1-408-418-9388**.

The Access Code is: 1468 15 1126 Password: Pjk5wXAHy54

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

This Notice was posted at City Hall and transmitted to the Daily Herald newsroom on 8/06/21 @ 12:30 PM. Questions regarding this agenda may be directed to the City Clerk.

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



Proclamation

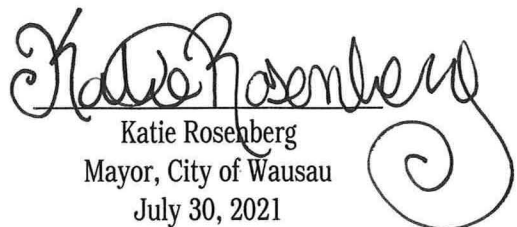
- WHEREAS,** this weekend marks the 4th annual Hmong Wausau Festival; and
- WHEREAS,** Hmong people are ethnically and culturally diverse, originally from southern China throughout Southeast Asia, specifically Vietnam, Laos, Thailand, and Myanmar; and
- WHEREAS,** in 2021, Wausau celebrates 45 years since Hmong people started arriving in Wausau in 1976 seeking asylum as political refugees after fighting alongside American soldiers as part of the 'Secret War' during the Vietnam War; and
- WHEREAS,** the Hmong people make up the City of Wausau's largest ethnic minority group, making up about 11% of the city's total population; and
- WHEREAS,** because Hmong Americans have lived and worked in Wisconsin for over four decades, our community has greatly benefited from that rich history, culture, economy, and public service; and
- WHEREAS,** Wausau is excited to celebrate our Midwestern Hmong sister, role model, and Olympic Gold Medalist Sunisa Lee by taking pride in Hmong excellence; and
- WHEREAS,** Hmong Wausau Festival has 100 registered sports teams, 20 dance teams, singers, a Hmong Royalty Pageant, dozens of food, clothing, and souvenir vendors; and
- WHEREAS,** Hmong Wausau Festival specifically has a significant effect on our local economy, bringing in \$2 million to \$3 million in tourism dollars; and
- WHEREAS,** Hmong Wausau Festival was cancelled last year because of the COVID-19 pandemic but festival leaders are committed to helping our community recover by implementing strong hygiene protocols and offering a free vaccination clinic; and
- WHEREAS,** we recognize that this year's Hmong Wausau Festival comes at a time of increased concern over racism and violence directed towards Asian American communities throughout the United States and in Wisconsin; and
- WHEREAS,** As a Community For All, we denounce all forms of hate, embrace our diversity, celebrate the many Hmong communities across our state, and reaffirm our commitment to working towards a Wausau that is a safe, welcoming, and inclusive place for all;

NOW, THEREFORE, be it resolved that I, Katie Rosenberg, Mayor of the City of Wausau, do hereby proclaim July 31 – August 1 as

Hmong Wausau Festival Weekend

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




Katie Rosenberg
Mayor, City of Wausau
July 30, 2021

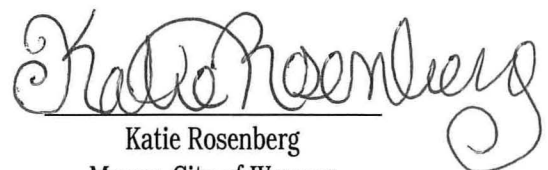
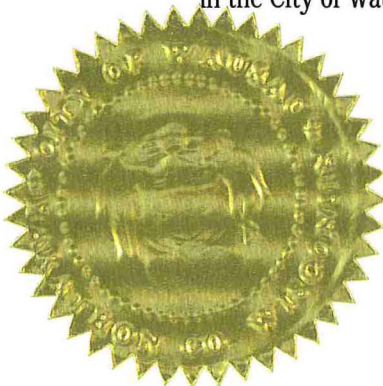
Proclamation

- WHEREAS,** Adrenal Cortical Carcinoma is an extremely rare cancer that impacts approximately 1 in a million people annually. Most doctors and oncologists will never see a single case of it in their lifetime. This lack of understanding in the medical community results in delays in diagnosis, improper surgical removal of these rare tumors, and significant delays in treatment; and
- WHEREAS,** Adrenal Cortical Carcinoma is an extremely aggressive cancer with a very poor prognosis. Lack of awareness and funding for this rare cancer has resulted in only ONE approved FDA medication and that medication, often, serves to only delay progression in about 30% of patients; and
- WHEREAS,** Adrenal Cancer impacts people of any age, gender, race or background, including individuals living in Wausau, Wisconsin; and
- WHEREAS,** Adrenal Cancer treatment can be very disabling and this disability can result in social isolation, stress on the families of those impacted, and financial hardship. The closest Center of Excellence for the treatment of Adrenal Cancer is outside of the state of Wisconsin and this places extremely difficult demands upon very sick patients; and
- WHEREAS,** Adrenal Cortical Carcinoma, even when removed surgically, often recurs and has a very poor prognosis, causing tremendous pain and suffering for those who have it, and their loved ones; and
- WHEREAS,** Increased awareness about Adrenal Cortical Carcinoma, will help patients get diagnosed and treated earlier, find appropriate medical care at a Center of Excellence, raise awareness within the medical community about this rare cancer, help fund research, and foster support for individuals and families coping with Adrenal Cancer in our community; and
- WHEREAS,** the Adrenal Cancer Community encourages the public to celebrate and recognize Adrenal Cancer Awareness Month each August around the world.

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

Adrenal Cancer Awareness Month

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

A handwritten signature in cursive script, reading "Katie Rosenberg", written in black ink.

Katie Rosenberg
Mayor, City of Wausau
July 30, 2021



Midwest Environmental Advocates

Midwest Environmental Advocates is a nonprofit environmental law center that works for healthy water, air, land for this generation and the next. We believe that everyone has the potential to make a difference.

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Our Work

As a non-profit environmental law center, Midwest Environmental Advocates works to defend public rights, protect natural resources, and ensure transparency and accountability in government.

For two decades, we have provided legal and technical support to those who are working to uphold Wisconsin's strong tradition of safeguarding public health and natural resources. In addition to providing direct legal assistance, MEA prioritizes educating and empowering citizens. We work to build the power of grassroots community movements by equipping people with skills and knowledge and connecting them to a statewide network of local leaders.

Prior to MEA's founding in 1999, the dual functions of government watchdog and champion of public rights had been performed by the Public Intervenor's Office. When the Public Intervenor's Office was dismantled, Midwest Environmental Advocates was founded in order to fill the void. MEA continues to vigorously defend public rights and to act as the leading environmental watchdog for Wisconsin's natural resources.

MEA's commitment to diversity, equity, and inclusion is rooted in our organizational values of community, stewardship, empowerment, and justice. We strive to contribute to a more powerful and equitable movement for environmental justice in Wisconsin, and we believe it is essential that all communities see themselves reflected in that movement. Diversity, equity, and inclusion at MEA

strengthen our organization's ability to advance environmental justice.



MEA 20th Anniversary Video

from Midwest Environmental Advocates

04:21



Midwest Environmental Advocates

Madison/Teejop

612 W Main Street, Suite 302

Madison, WI 53703

P 608.251.5047 / F 608.268.0205 / Contact Us

In Madison we live and work in traditional Ho-Chunk homelands, in a place known as Teejop (pronounced day-JOPE), meaning four lakes. The state of Wisconsin encompasses territories of Dakota, Ho-Chunk, Menominee, Mohegan, Mohican, Ojibwe, Oneida, Pequot, and Potawatomi nations. Most of these nations and their peoples remain present within what we now call Wisconsin.



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Environmental Justice Resolution

As a means of making available to the public at large, a public document, which has been referenced at public meetings lately, and the Council members – to inform their discussion and decision making, the following link to the **City's Application for a U.S. EPA Brownfields Area-Wide Planning Grant for the East Riverfront District (Fiscal Year 2013)**, appears below.

<https://cleanwausau.com/wausau-east-riverfront-application-fiscal-2013.pdf>

For ease of reference , the first 6 pages of the 47-page application, which includes **1. Community Need.** follows.

1. COMMUNITY NEED

The City of Wausau is located in north central Wisconsin within Marathon County, which is the largest county by land area in the State. The City is crossed by two major highways and is bisected by the Wisconsin River, a state-designated Outstanding Water Resource. Wausau is both the largest city in the County and the county seat. Based on the 2010 Census, the City's 39,106 residents represent approximately 30% of the County's 134,063 residents. Wausau, like many of the communities in the area, was developed out of 1800s logging camps that used the Wisconsin River and other area waterways to transport logs to sawmills. The Wisconsin River has also been the focus for a significant portion of the City of Wausau's historical manufacturing facilities with agriculture, wood and paper products as the leading industries. Transforming the contaminated brownfield sites bordering the Wisconsin River to more sustainable and environmentally friendly land uses is a top priority for the City, but one that presents many challenges due to the combination of floodplain, contamination, ecological, social, transportation, and other planning issues.

i) Economic Concerns in Project Area: The proposed area-wide planning (AWP) project area is referenced as the "East Riverfront District," and encompasses 53 acres of land bordering the east bank of the Wisconsin River. The proposed project area is located in the Census Tract 1 in the approximate center of the City. The project area (see Attachment A) is bounded on the west by the Wisconsin River, on the north by Bridge Street (one of the City's major arterial roads), on the east by Third Street, and on the south by Fulton Street.

The residents within and surrounding the AWP project area are experiencing significant levels of economic distress. In Census Tract 1 (55073000100), which has an area of approximately 0.7 square miles and which includes the proposed AWP project area, the poverty rate of 39.1% is over double the City rate of 15.1%, and more than four times the poverty rate for the County of 8.7%. The per capita income for residents in Census Tract 1 of \$14,896 is only 63% of that for the City as a whole (\$23,436), which itself is significantly below the U.S. per capita income of \$27,334. Economic conditions within the project area have worsened within the past decade, with "real" per capita income (e.g., income adjusted for inflation) declining by 20% from 2000 and 2010 (versus only a 1.8% decline for residents of the U.S. as a whole). Other measures of distress include a 46.9% poverty rate for children (nearly three times the State of WI rate of 15.8%). Over 19% of households have incomes below \$10,000, 24.3% received food stamp or Supplemental Nutrition Assistance Program (SNAP) benefits within the previous 12 months, and over 30% have no access to a vehicle. Property values reflect the blighted conditions present in much of the area, with the median housing value of \$89,900 equal to less than half the U.S. median housing value of \$188,400. The percentage of owner occupied housing is a very low 23.1% (versus a rate of 73.5% for the County as a whole). The relatively small number of residents who own their homes have been rewarded with very low increases in housing values with the median housing value increasing by only 9.4% from 2000 to 2010 (versus increases of 30.8%, 45.6%, 50.6%, and 57.5% for owners of homes in the City, County, State and U.S., respectively). The low rate of housing appreciation in the area results in lower home equity for residents, a reduced ability to invest in home maintenance/improvements, as well as a higher rate of vacant housing units (10.8%).

Table 1. Demographic Information

Required Demographic Indicators	Year	Census Tract 1	City of Wausau	Marathon County	State of WI	United States
Population ¹	2010	3,138	39,106	134,063	5.68 M	308.7 M
Unemployment rate (annual) ^{2,3}	2006-10	18.4%	10.1%	6.5%	6.7%	7.9%
Poverty rate for individuals ³	2006-10	39.1%	15.1%	8.7%	11.6%	13.8%
% Minority population ^{1,4}	2010	28.2%	18.0%	9.7%	16.7%	36.3%
Median household income	2010	\$27,278	\$41,304	\$53,471	\$51,598	\$51,914
Sensitive Population Groups						
% Asian ¹	2010	12.6%	11.1%	5.3%	2.3%	4.8%
% Asian individuals in poverty ³	2006-10	54.1%	24.2%	20.9%	16.6%	10.9%
Persons with disabilities ⁵	2005-09	25.6%	12.2%	11.1%	12.2%	15.6%
Women of child bearing age (15-49) ¹	2010	25.0%	22.5%	22.1%	23.0%	23.9%
Children (under age 5) ¹	2010	7.5%	7.3%	6.5%	6.3%	6.5%
Female households w/ children ^{1,6}	2010	11.1%	7.3%	5.3%	6.4%	7.2%
Economic Distress/Housing Data						

Required Demographic Indicators	Year	Census Tract 1	City of Wausau	Marathon County	State of WI	United States
Per capita income ¹	2006-10	\$14,896	\$23,436	\$25,893	\$26,624	\$27,334
Real change in per capita income (%) ^{7,8}	2000-10	-20.0%	-10.2%	-3.0%	-3.0%	-1.8%
Poverty rate for children <18 years ¹	2010	46.9%	22.3%	12.3%	15.8%	19.2%
% of Households w/ Income <\$10,000 ¹	2010	19.4%	6.7%	4.2%	6.0%	7.2%
% of Households w/ SNAP or food stamp benefits (previous 12 months) ^{1,9}	2010	24.3%	12.2%	6.8%	7.7%	9.3%
% Owner occupied housing ¹	2010	23.1%	58.2%	73.5%	68.1%	65.1%
Median housing value ¹	2010	\$89,800	\$111,800	\$139,500	\$169,000	\$188,400
Increase in median housing value ⁸	2000-10	9.4%	30.8%	45.6%	50.6%	57.5%
Vacant housing units (% of total) ^{1,10}	2010	10.8%	8.7%	6.4%	5.7%	7.9%
Households w/ no access to vehicle ^{1,11}	2010	30.4%	9.6%	5.0%	6.7%	8.9%

Notes: (1) Data for 2010 are from the U.S. Census American Fact Finder. (2) Annual unemployment rates are used as these are available for the target planning area. (3) Data for 2006-10 are U.S. Census 2006-10 American Community Survey 5-Year Estimates. (4) Calculated by subtracting the reported census values for "white, not Hispanic" from 100%. (5) Persons age 16-64. Disability data are from PolicyMap. (6) Percentage of total households that are female households with children under 18 years but no husband present. (7) Change in per capita income (2000 vs 2010 census) with 2010 data adjusted for 29% cumulative inflation from 2000-10. (8) Calculated from U.S. Census data for 2000 and 2010. (9) SNAP = Supplemental Nutrition Assistance Program. (10) Percentage of total housing units that are vacant, excluding vacant units that are for seasonal, recreational, or other occasional use. (11) Percentage of occupied housing units with no vehicles available.

The economic distress indicators in Census Tract 1 coincide with the highest percentage of minority residents for any tract in the City, as well as higher percentages of children under 5 years of age, women of child bearing age, and single parent (female) households with children under 18 years of age. The percentage of residents with disabilities is also more than the double those for the City, County, and State.

Over the past five years, dozens of manufacturing and professional companies in the Wausau area have implemented mass layoffs affecting over a thousand workers and closing several major facilities in the City. WPS Health Insurance recently announced that it will eliminate 250 jobs at its office in Wausau in April 2013. The Wausau Paper Corp. paper mill closed in March 2012 eliminating 450 jobs, and resulting in an estimated loss of \$27 million in future annual income for area residents, according to the Marathon County Economic Development Corporation. Other recent major mass layoffs include: Fiskars (183 workers) Graphic Packing Inc. (123 workers) and West Asset Management (204 workers). The unemployment rate in Census Tract 1 (18.4%) and the City of Wausau (10.1%) has outpaced Marathon County (6.5%) and the State (6.7%) average. The high unemployment rates in the City can be attributed in part to the City's historic economic reliance on manufacturing, with a high percentage of residents employed in manufacturing relative to other cities in Wisconsin (which as of 2010 is currently ranked as the state with the highest percentage of residents employed in manufacturing).

State imposed limits on municipal levies have left little excess tax revenue for the City for planning or other studies necessary to spur the revitalization of brownfield sites. To further compound these problems the City's total shared revenue from the State and other governmental aids and cost share for 2012 was cut by \$3.6 million dollars which represents over 10% of the City's annual operating budget. The City has also been impacted by severe storms and flooding which occurred September 22 through October 9, 2010, and which resulted in federal a natural disaster declaration for the area (DR-144) on October 21, 2010. The Wisconsin River at Wausau/Rothschild reached the second highest level ever recorded. All of these factors in conjunction with the current state of the economy, further impact the City's ability to provide funding for much needed economic development and brownfields redevelopment which would eventually help to alleviate the budget woes.

ii) Brownfield Impacts on Sensitive Populations in Target Area: As shown on Table 1, the project area contains disproportionately high numbers of: (a) minority residents (in particular Hmong), (b) residents experiencing various forms of economic distress, and (c) various sensitive population groups in addition to minorities (including children under 5 years of age, women of child bearing age, and single parent (female) households with children under 18 years of age, and persons with disabilities). The data further demonstrate that even within the census tract, the economic distress measures are generally worse for those residents in sensitive population groups. For example, Asian residents have a 54.1% poverty rate and children under 18 a rate of 46.9%, versus the rate of 39.1% for residents of the census tract as a whole. Although health measures specifically for residents and sensitive populations in the project area are generally not available,

factors such as the high percentage of pre-1970 (approximately 90%) housing are known to significantly increase risks for lead poisoning for children. In addition, studies of the largest minority group (the Hmong) in Wisconsin have documented a wide variety of risk factors that significantly increase this group's potential for being exposed to environmental contamination through ingestion of locally caught fish containing high levels of PCBs and intensive gardening on urban plots with high incidences of contaminants in near surface soil. Health concerns related to the Hmong are discussed further in Section 1.iii. Two of the 4 catalyst sites described in Section 2 have documented high levels of contamination remaining on site. In addition, all of the sites adjacent to the Wisconsin River have significant historic fill with solid waste, which contains hazardous contaminants in most cases.

It is anticipated that the AWP will serve area residents in at least seven ways: (1) It will facilitate environmental cleanup, reuse, and redevelopment of major brownfield sites, removing the risk of exposure associated with these sites in their current state. (2) Through performance of a systematic inventory of brownfield sites, it will lead to the identification of other sites that may pose a threat to area residents. (3) Through the outreach process, it will raise the level of awareness among residents to health threats associated not only with the brownfields sites, but practices such as consumption of fish caught from the Wisconsin River and produce grown locally on potentially contaminated surface soil. This outreach will particularly benefit residents whose primary language is not English. (4) It will provide increased access for residents to high-quality housing free of lead (by performing planning that will help attract additional developments with units specifically available for low- and moderate-income residents). (5) It will lead to economic development projects that will lead to increased employment opportunities in the neighborhood. Increased economic conditions will help to reduce crime and improve access by residents to medical insurance and increased access to preventative health measures that are available through employment. (6) It will lead to removal of the most significant sources of blight, which will lead to increased values for homes in the neighboring areas, increased homeowner equity, and increased ability and incentive to invest in home maintenance and improvements that will reduce exposure to lead based paint, and mold (associated with leaky basements, poorly maintained gutters, etc.). (7) It will help lead to creation of a completed regional bike and walking trail system and significant new public green space, providing the greatest benefits to residents in the adjoining neighborhoods, who will benefit from improved health and mental well-being.

iii) Socio-Economic and Health Concerns for Brownfields in the Project Area: According to a brownfield inventory compiled using the Wisconsin Department of Natural Resources (WDNR's) Bureau of Remediation and Redevelopment Tracking System (BRRTS) database (<http://dnr.wi.gov/botw>), as of November 2012 there were 278 leaking underground storage tank (LUST) and Environmental Repair Program (ERP) sites and 274 reported hazardous substance or petroleum spill sites within the City. A significant number of these sites are located within ¼ mile of the Wisconsin River. The population density approaches 5,000 residents per square mile in the older areas of the City where a majority of these sites are located, resulting in large numbers of residents living into close proximity to these sites with increases risks of exposure to contaminants.

Contamination associated with at least one brownfield site in the City (a former Crestline window manufacturing plant) is alleged to have resulted in the deaths of multiple residents. An as yet unsettled class action lawsuit associated with this facility includes 143 plaintiffs and alleges damages that include six deaths from direct long term exposure to pentachlorophenol (a carcinogen known to cause damage to the central nervous system, liver and reproductive organs) polynuclear aromatic hydrocarbons (PAHs), non-chlorinated solvents and mercury. The suit also claims economic damages associated with reduced values for neighboring properties. The site is located only 500 feet from the Wisconsin River. Cleanup of the site has been on-going since 1984. In spite of the recovery of more than 132,000 gallons of free product from the subsurface, the site has not been closed by the WDNR, and the entire site remains restricted from public access. (<http://pqash.pqarchiver.com/wausaudailyherald/access/2418913431.html?FMT=ABS&date=Aug+07%2C+2011>)

The City has a large population of Hmong residents who represent the predominant minority group in the City, in particular within Census Tract 1. The Hmong are originally from the mountainous regions of China, Vietnam, Laos, and Thailand. Tens of thousands of Hmong immigrated to the United States as refugees following the end of the Vietnam War. The Hmong constitute the vast majority of the City's Asian residents and the City's minority population as a whole. The Hmong are among the most economically depressed Asian-American groups in all of the U.S. The PCB related consumption advisory for fish from the Wisconsin River is of particular concern because it poses a direct threat to the Hmong community as many members still continue to practice subsistence harvesting locally of fish and wild game for their families within the Wisconsin River valley as they did in their homeland.

The Hmong in many cases have maintained components of their agrarian culture including raising vegetables in urban gardens and catching fish for consumption from the Fox River. These practices, combined with low literacy rates, make them particularly susceptible to ingestion of environmental contaminants and associated health risks given the PCB related consumption advisory for fish from the Fox River. In response to the food desert phenomenon, as well as to their historically agrarian proclivities, the Hmong are also some of the region's most avid urban farmers. They tend to cultivate small urban plots that have been cleared from intensively developed older urban neighborhoods. Many of these "SPIN" (Small Plot INtensive) farms occur spontaneously on abandoned lots often without the permission of the owner or any environmental oversight. These plots are typically found in traditional mixed-use neighborhoods which historically, included former production/manufacturing facilities and commercial uses including a great many former gas station sites. Many of these sites are in areas with suspected contaminated groundwater resulting from underground plumes of toxic fluids as well as soil contamination resulting from historic manufacturing activity. The cultural tendency toward "growing their own" also make the Hmong susceptible to environmental hazards via their consumption of home-food grown in potentially tainted soil. This hazard can be exacerbated by language barriers that can render precautionary warnings ineffective.

A recent study by the University of Wisconsin (<http://www.apl.wisc.edu/publications/HmongChartbook.pdf>) found that over 25% of the Hmong residents reported that they spoke limited or no English. The low literacy rates, low income, and concentration in urban centers have made the Hmong more susceptible to the health and economic impacts of brownfields. Furthermore, the rate of teen pregnancy was 3.5 times higher among Hmong teenagers, with 10% of all Hmong births occurring to mothers under 17 years old versus 3% for Wisconsin mothers under the age of 17. Given the high prevalence of Hmong families in the project area which is the census tract most affected by documented brownfields and the extremely high incidence of births to young Hmong mothers, the direct and indirect impact to this segment of the minority community within the City is extremely high.

The Hmong as well as many of the other sensitive population groups in the City are more susceptible to the detrimental health effects of exposure to environmental contamination because of overall lower levels and quality of nutrition and health care. In the heavily urbanized areas of the City, where significant testing has been performed, a total of 490 children with lead poisoning (defined as blood levels of lead greater than or equal to 10 micrograms per deciliter) were recorded by the State of Wisconsin Department of Health and Family Services during the period 1996-2006. At least 30% of these cases were recorded for children living in Census Tract 1, which within the proposed planning corridor lies, represents less than 1% of the City's land area. This census tract is identified as having almost 90% of their housing built before 1970. Although a majority of the lead exposure is attributable to deteriorated lead painted surfaces in these homes, the effects of lead poisoning are additive and the additional environmental sources of lead associated with the disproportionate number of brownfield sites in these areas represents an acute threat for children already having elevated blood levels of lead. For Marathon County as a whole, data available for the year 2007 found 23% more cases of children between 4 and 6 years of age with lead poisoning than the State of Wisconsin as a whole, and the County ranked in the bottom 20% percentile on a nationwide level as a result of the excessive number of housing units with a high risk of lead hazards. The lead poisoning issues confronting the City's sensitive populations present an environmental justice issue for the City and further establish the importance of reducing the potential for detrimental health effects of exposure to environmental contamination through cleanup of significant contaminated brownfields sites such as those located within the East Riverfront District selected for this grant which are located in tracts with highest percentages of susceptible and minority residents.

2. BROWNFIELDS AREA-WIDE PLANNING PROJECT DESCRIPTION

Brownfields Project Area and Catalyst Site Descriptions: The East Riverfront District project planning area (see Attachment A) encompasses 53 total acres of land bordering the Wisconsin River immediately north of the City's downtown. The proposed project area is located within Census Tract 1 which is the most "needy" tract in the City in terms of unemployment, income, minority populations and persons with disabilities. This planning area is bounded on the west by the Wisconsin River, on the north by Bridge Street (one of the City's major arterial roads), on the east by Third Street (which is part of a current redevelopment planning project focused on the 2nd Street neighborhood), and to the south by Fulton Street. The riverfront area to the immediately south of the planning area is occupied for two successful brownfield redevelopment projects bordering the Wisconsin River - the Eye Clinic of Wisconsin building and the Dudley Tower. The initial phases of both of these projects included environmental assessments funded through a U.S. EPA Assessment

Pilot Grant awarded to the City in 2000. The East Riverfront District is a continuation of the planning and brownfield assessment process that began more than a decade ago.

The identified catalyst sites within the project area are considered to be the key to the successful revitalization of the entire East Riverfront District, development of the inland parcels will be contingent to a large degree on removing the significant blight associated with the parcels in their current conditions, as well as transforming the area into what is anticipated to be a significant public amenity. As noted above, there are already two successful redevelopment projects just south of the targeted area (the Eye Clinic of Wisconsin building and the Dudley Tower), which are both located along the River, documenting an established market for redevelopment of sites similar to the selected catalyst sites. As this is a previously developed area, infrastructure associated with the legacy uses will be available to support future redevelopment.

The interest throughout the community in this area is very strong and the community support has been demonstrated through action. The East Riverfront District encompasses 53 total acres of property -- 20 acres of which is already owned by the City; 4 acres which are owned by project partner Marathon County Economic Development Corporation (McDEVCO); 13 acres of combined public rights of way (ROW) including an active rail line, a bimodal trail and roadways; and 16 acres in private ownership. To date the City has demonstrated the strongest commitment possible to this project by acquiring 21 properties within the defined project area at a cost in excess of \$4,268,000. Fourteen of these acquisitions have occurred since 2010. Project partner McDEVCO acquired a key high priority waterfront parcel for another \$750,000 of private investment within this designated redevelopment area. Finally, the late Jane and Lawrence Sternberg have entrusted the Community Foundation of North Central Wisconsin with a significant estate gift that is earmarked for completing the Rivers Edge bimodal trail loop which will traverse all of the catalyst properties along the waterfront. This shows a strong financial commitment from the City and its private project partners, who are all fully committed to redeveloping this targeted area.

All four of the catalyst or high priority parcels meet the U.S. EPA eligibility requirements (Attachment A) and the definition of a "brownfield site" per CERCLA § 101(39). These sites were selected because they encompass the entire waterfront section of the East Riverfront District, including an almost one-half mile long section of the east bank of the Wisconsin River. All but one of the sites is already owned by the City and the remaining parcel is owned by project partner McDEVCO. Remedial action is required at the sites to allow for planned redevelopment for a mix of commercial, residential and recreational uses. A more detailed description of the contamination present at each catalyst site is outlined below, the corresponding catalyst site numbers can be found on the project area map (Attachment A);

Cloverbelt Catalyst Site #1: The City acquired the approximately 6-acre property from project partner McDEVCO in June 2011 for the purpose of blight elimination. The site was developed in the late 1800s and first used for lumber storage due to its location adjacent to the Wisconsin River - the major transportation corridor for timber at that time. In the mid-1900s, the site was used as a cooperative, which included the former Cloverbelt Cooperative Services and Tomorrow Valley Cooperative Services. The Cooperatives stored and dispensed petroleum. Since 2005, the property has remained vacant. With the exception of one small office building, all buildings have been razed. All petroleum storage tanks, dispensers, and associated piping are believed to have been removed or properly abandoned. Floor slabs and foundation walls of the former buildings have been retained to serve as a cap of underlying petroleum contaminated soil. The Wisconsin Department of Natural Resources (WDNR) has closed the site to industrial standards (2009).

A clean up grant for this property was awarded to the City by U.S. EPA as part of the FY2012 grant competition. The goals for cleanup are to further reduce contaminant levels on the site to a more stringent residential standard, including restoring a historically navigable stream on the property which over time had been channelized and confined to a large diameter storm sewer. The stream will be used as a launching area for canoes/kayaks as well as restoring a previous spawning habitat for native northern pike. The revised clean-up plan has been approved by WDNR and U.S. EPA, and the initial stream design is completed with construction scheduled to take place in June of 2013. This site was originally assessed (Phase I & II) under a U.S. EPA assessment grant received by the City in 2000.

US Post Office Storage Facility Catalyst Site #2: This site is technically a separate parcel but was part of the above Catalyst Site #1 until the late 1960's. It was divided off that parent parcel for the purposes of a storage facility for the US Post Office which was used until the late 1990s. The likely hazardous substance contamination associated with this property dates from the days when the site was used for lumber production and storage. The City acquired this site in June of 2011 at the same time the acquired the above Cloverbelt Site #1.

Marathon Printing Catalyst Site #3: Project partner McDEVCO acquired this site in July of 2007. The site has a history that was tied to lumber production around the turn of the century, a dry cleaner in the 1920s, a large commercial printing shop until the mid-1950s and then was occupied by a heating & furnace company. It has been vacant since the 1980s. It is likely that additional investigation work will be required on this property to evaluate if releases are present due to historic activities on the property. McDEVCO has been in contact with Marathon County (which was just awarded a U.S. EPA assessment grant in FY2012) to request the use of funding to more fully characterize the on-site contamination as well as potential clean-up alternatives.

Hammer Blow Catalyst Site #4: The City acquired the approximate 4-acre property in June 2011 for the purpose of blight elimination and redevelopment. The property was developed in the late 1800s and first used for lumber storage (Wausau Lumber Company) due to its location adjacent to the Wisconsin River. By 1923, the property was occupied by Danielson Tool Company and Ford Auto Assembly and Repairing. The businesses were replaced by the Hammerblow Tool Company in the 1930s (and its successor, Cequent Trailer Products) and utilized to manufacture trailer jacks. Hazardous substances utilized at the site included machine lubricants, hydraulic oils, parts cleaner, paint and xylene.

The property was investigated, remediated to industrial standards and closed, utilizing the WDNR Remediation and Redevelopment GIS Registry of Closed Remediation Sites, which indicates soil and groundwater hazardous substances and petroleum impacts remain at concentrations above applicable groundwater and industrial soil standards and that cap maintenance is required as a condition of closure. Chlorinated solvents (trichloroethene at concentrations up to 2,900 micrograms per kilogram; ug/kg) and polynuclear aromatic hydrocarbons associated with foundry sand materials (hazardous substances) are the primary contaminants at the site. However, historic fill consisting of foundry sand, wood fill, slag, glass and metal debris (solid waste) is also present throughout the site. The property has remained vacant since 2005. All buildings have been razed. Floor slabs and foundation walls of the former buildings have been retained to serve as an interim “makeshift” cap preventing direct contact with underlying contaminated soil and minimizing surface water infiltration. This site was originally assessed (Phase I & II) under an U.S. EPA assessment pilot grant received by the City in 2000.

ii) **Project Task Description and Budget:** The grant will be used by the City to further enhance planning initiatives that are already underway within the project area to advance critical planning components that are unmet due to budget constraints. The proposed BF AWP project will advance several of the stated goals in the recently completed 2nd Street neighborhood planning study draft encompassed in the northeast portion of the project area as shown in Attachment A. Several of the items recommended in this draft study include: using a market research study to help make more informed decisions; promoting development that respects the existing City fabric; rebuilding the neighborhood using existing City assets (infrastructure), and creating cultural richness. To that end, we anticipate these activities will likely include consolidation of existing site information, a market study to evaluate/confirm potential reuse of project area brownfield properties, infrastructure assessment, and to facilitate additional community involvement regarding future use of the area, including outreach to the local Hmong community.

Prioritization and sequencing of site redevelopment activities for key catalyst sites will be performed, including site assessment, remediation and preparation, some of which are already underway. Site criteria will also be developed to maximize integration of green and healthy design; promote sustainable development compatible with future site use within the surrounding area; lessen the impact to surface waters of the Wisconsin River; and ensure living-wage job creation. Additional funding and other necessary requirements for implementation will also be identified. Community input is critical to the preparation of the BF AWP at all stages.

Outreach activities that have been completed to date that provided community input include an initial project meeting (design charrette) held on June 29, 2011 that focused on the catalyst sites. An open house was held on January 16, 2012 at which preliminary site designs developed from the charrettes were presented for public input. Approximately 70 area residents and stakeholders participated in each of these two initial public meetings. Neighborhood residents, business owners, and other local stakeholders were interviewed by City staff and the planning consultant for the 2nd Street Neighborhood Plan.

The status and results of the project will be conveyed by planning staff on a periodic basis to local public officials at regularly scheduled meetings that are open to the public and that provide the opportunity for public comment on all agenda items. The project and outreach process will build on existing partnerships for two ongoing projects in this corridor. Status and results of the project will be conveyed to the U.S. EPA



TO: FINANCE COMMITTEE

FROM: MARYANNE GROAT

DATE: August 3, 2021

RE: ERP Software purchase

The City, County and CCITC have been running Cayenta financial software since 1993. Twenty eight years is a very long time and the software lacks many of the technology capabilities found in modern software. The software relies on paper transaction processing that requires paper to document each transaction and the approval process. The system is missing important functional human resource management modules. The software shortcomings results in staff maintaining and reconciling supporting spreadsheets.

Extensive Selection Process

The City and County received partial funding for new ERP software as part of the 2021 budget. The group hired Berry Dunn consulting to assist with the RFP process. They were also commissioned to review our existing procedures and develop new workflows that maximized efficiency and improved information accessibility.

The robust and comprehensive process started in June of 2020 when a survey was distributed to all departments seeking feedback regarding their current software experiences and expectations for the new software. Berry Dunn used the survey and information sessions to develop our software requirements. The first draft of the RFP was completed by mid-October 2020. The RFP was released later in 2020 and 12 proposals were received in early 2021. The group reviewed the proposals with our system requirements in hand and narrowed the proposals to the top three candidates. In March 2021, we scheduled demonstration sessions with the three vendors. All departments were invited to attend the sessions. Each vendor session was 2.5 days long with dual tracks of HR and financial modules. The vendors were provided scripts in advance to ensure that all aspects and capabilities of the software were presented. After demonstrations concluded the oversight committee narrowed the selection to the top 2 vendors. Staff invested significant hours speaking with references on the software capabilities and implementation processes. At the end of May 2021 another software session was conducted with the two top candidates. These organization wide sessions allowed staff to actually use the software and provided an opportunity to further understand each vendor's implementation approach. In June 2021, after five months of rigorous evaluation work the oversight committee unanimously selected Workday software and their installation partner Collaborative Solutions as the vendors of choice.

Since June the group has been working with Workday and Collaborative Solutions to develop the statement of work and establish implementation schedules.

The project was submitted in the 2022 CIP budget and cost figures are still being refined.

Massive Project Undertaking

ERP is an acronym for Enterprise Resource Planning. This will be the largest implementation undertaking and will impact every department in the City and County. An ERP system is a comprehensive software that manages and automates key business processes. A list of systems included in this conversion are:

Accounts payable	Procurement
Accounts receivable	Employee Recruiting and selection
Payroll	Employee training management and monitoring
General ledger	Employee onboarding
Operating budget	Employee benefit management
Capital budget	Compensation management
Financial and compliance Reporting	Employee performance management
Job costing	Employee leave management
Grant management	Inventory management
Point of sale(Revenue Receipting)	Fleet tracking
Time tracking	Purchasing card automation
Fixed asset accounting	Travel tracking and reimbursement
Debt and investment tracking	Document imaging
Banking	

While most of these components will reside in Workday additional implementations are included in the project scope including Can/Am technology point of sale, Cartegraph Public Work, and Tracker debt, and investment management software. In addition, integrations will be built for many existing and new systems including municipal court software, tax software, special assessment software, utility billing, parking enforcement and community development loan software.

The new software will provide significant advancements that will improve financial information accessibility and quality. Examples of these advancements include:

- Employee portal that provides employees with online access to their payroll stubs, W-2's and other pertinent information.
- Integrated workflow which creates transaction and moves the transaction through the review, approval and creation electronically. This eliminates paper and reduces time spent shuffling papers from desk to desk. It also improves access to documents since they are created and stored electronically.
- Improved financial reporting will eliminate all of the excel spreadsheets used to track information not available in our existing system.

- The software incorporates flexible customizable dashboards that organize and display important information in one easy to access location.
- The new software supports improved security which will protect data and work continuity.

The efficiencies gained will allow staff to redirect saved time to financial planning, spending management and resident service efforts.

Project Timing and Sustained Momentum is Critical

The project is expected to take 14-16 months. The implementation schedule must consider existing peak workloads such as yearend payroll compliance reporting. The implementation schedule usually targets go live dates at the beginning of a year or quarter to ensure payroll data is intact for timely compliance reporting.

The implementation is going increase staff workloads since existing work will continue while the planning, design, implementation and testing of the new system occurs. During our reference checks we were counseled to expect significant turnover due to employee fatigue. The budget includes additional part time temporary staff to help manage the increased workload.

Many hours of staff and consultant time have been invested to select a vendor. We need to keep the momentum going so that the benefits can be realized.

Collaboration Increased

The implementation of the Workday software will increase the collaboration of the City and County. The new software will utilize a single chart of accounts, vendor and customer list for the City, County and CCITC. Procedures will be standardized across all organizations. This will help with the training new employees and manage staffing vacancies. It will also allow CCITC to manage and maintain our software in an efficient manner. This collaboration and savings can only be achieved if implementation occurs across all three entities.

Northcentral Technical College is also implementing Workday software.

Approval and Project Start

CIP ranking occurred on August 9th. The current implementation schedule envisions contract negotiations would be completed in September/October with the project kick off to occur immediately after contract signing. Since this is ahead of the 2022 budget adoption the finance committee and common council would need to adopt a resolution authorizing the contract execution and commit of funds.

A presentation will be presented to the Finance Committee and Common Council on August 10th. We are hoping that this presentation will provide the council with an opportunity to ask questions and seek clarification prior to the contract execution and commitment of funds resolution.

CITY OF WAUSAU

Capital Improvement Program Request 2021-2025

Project Title:	New Financial/HR Management Solution	Plan Year:	2021
Classification:	Software Application Purchase and Implementation	Department:	CCITC
Priority:	High	Contact Name:	Gerry Klein
Useful Life:	10		

PROJECT DESCRIPTION

Provide a brief description of the project or purchase

Replace current financial system (Cayenta) which includes General Ledger, Accounts Payable, Accounts Receivable, Human Resources, Payroll, Budgeting and Job Costing, .

PROJECT SCHEDULE: (PROVIDE DETAIL ON TIMING OF PROJECT DESIGN, BID, IMPLEMENTATION AND COMPLETION)

Release RFP Winter 2021, Vendor Selection Summer 2021, Anticipated Completion Date November 2022

PROJECT PURPOSES: (Check all statements that apply)

☐	Addresses critical health or safety hazard.	☐	Serves to eliminate Blight
☐	Provides developed area with a comparable level of city services or facilities.	☐	Encourages economic development
☒	Maintains or enhances systems that support existing city services.	☐	Encourages revitalization, community aesthetics, or historic preservation
☐	Provides new service, facility, system or equipment.	☐	Provides other rehabilitation, replacement or new construction.
☐	Expands existing service into an undeveloped area.	☐	This project was identified in prior year CIP Plan requests
☐	Repairs, replaces or prevents a breakdown of an existing city facility, system, service or equipment.	☐	Improves resident quality of life in terms of recreational activities, personal enrichment or living conditions
☐	Supports a revenue generating service	☐	Contributes to a safe community

PROJECT OR PURCHASE JUSTIFICATION

Describe physical condition, demand/capacity, functionality and/or safety concerns or revenue generating potential that justifies the project/acquisition

Current Financial system, Cayenta, was implemented in 1994. Since that time the software application was purchased by another vendor that dramatically declined the customer support we receive.

- Partner with a vendor that provides MUCH better support. Many bugs in the current system have went unresolved for months and sometimes years. Vendor is VERY slow to address any issue and has too much turnover and loss of institutional knowledge.
- Reliance on manual and paper-based processes
- Limited online and self-service functionality
- The City could further leverage integration with Laserfiche, the document management system
- The City could further leverage remote and mobile access to applications
- Limited query and reporting capabilities
- Limited integration capabilities in Human Resources and Payroll. No integration to outside payroll options. No other HR modules such as onboarding, performance management, learning mangement, etc
- Login security issues with special characters and inability to use strong passwords.
- Minimize time monitor system for errors that require cumbersome resolutions
- Eliminate departments dual entry and dependencies maintaining data in spreadsheets.

IMPACT ON DEFERRED IMPLEMENTATION/PURCHASE

Describe how project deferral will impact future asset maintenance, economic growth, quality of service, efficiency or effectiveness, quality of life, safety, financing or other issues.

Cayenta has additional modules that would offer features that we want or need. But we have chosen to go without or buy other applications because we are unhappy with the Cayenta products and support. Enhancements added in the last Cayenta upgrade, did not meet our needs and changes to processes added to our workflow and frustration.

RETURN ON INVESTMENT

Describe the financial benefits, cost savings or payback of the capital project such as grant funding, cost avoidance or operational cost or income benefits

As with the current system, we plan on partnering with Marathon County on this purchase. The County will pay a larger portion of the total costs relative to the utilization difference. This partnership has been very effective in the past as the two Finance departments work together closely and have many similiar needs and workflows. By purchasing a powerful enterprise resource planning solution that we can expand across departments to easily monitor key business intelligence will allow us to operate efficiently, be responsive and plan for the future.

- There could be significant savings on annual maintenance since the current software product has high annual maintenance costs. We won't know that though until we received RFP responses.
- Could drop annual maintenance for other applications like Sage Fixed Assets.
- Could do mandated reporting in house.

FINANCIAL DETAIL OF PROJECT

New Financial/HR Management Solution

CAPITAL BUDGET IMPACT	2021	2022	2023	2024	2025	Total
Planning / Design						-
Land / Acquisition						-
Construction / Maintenance						-
Equip/Veh/Furnishings						-
Other	250,000	250,000				500,000
Total	\$ 250,000	\$ 250,000	\$ -	\$ -	\$ -	\$ 500,000
<u>FUNDING SOURCES</u>						
Grant Income						-
Donations						-
User Fees						-
Other						-
Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
NET LEVY REQUIREMENT	\$ 250,000	\$ 250,000	\$ -	\$ -	\$ -	\$ 500,000
OPERATING BUDGET IMPACT	2021	2022	2023	2024	2025	Total
Staff Costs						-
Supplies/Materials						-
Facility Maintenance						-
Other (Insurance/Utilities)						-
Contractual Services	60,000					60,000
Total	\$ 60,000	\$ -	\$ -	\$ -	\$ -	\$ 60,000
<u>FUNDING SOURCES</u>						
Grant Income						-
Donations						-
User Fees						-
Other						-
Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
NET LEVY REQUIREMENT	\$ 60,000	\$ -	\$ -	\$ -	\$ -	\$ 60,000
ESTIMATED ANNUAL BENEFIT	2021	2022	2023	2024	2025	Total
Increased Efficiency						-
Faster Service Delivery						-
Decreased Operating Costs						-
Decreased Maintenance Costs						-
ESTIMATED ANNUAL BENEFIT	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

GANTT CHART OF PROJECT ACTIVITIES

New Financial/HR Management Solution

Capital Improvement Program Request 2021-2025

Budget Amt: \$560,000

Start Date: 1/1/2021

Lead Person: Connie Laessig

End Date: 12/31/2022

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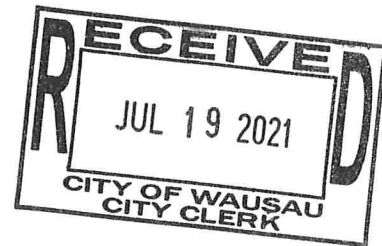


To: Leslie Kremer, City Clerk

From: Board of Public Works

Date: July 19, 2021

Subject: Insurance Claims – April 2021 – June 2021
06-1215



The Board of Public Works has settled, compromised or denied the following claims during the months of April 2021 – June 2021

Date of Incident	Claimant	Claim Details	Amount of claim	Action
3/10/21	Sarajane Charbarneau N4899 State Hwy 17, Gleason	Ambulance changing lanes, hit rear driver side of other vehicle	\$4,610.32	Approve 4/20/21
2/15/21	Michel Travis 226 Myron St	Sewer back-up	\$1,450.00	Deny 5/4/21
5/3/21	Rita Passow 148361 St Francis Way	Hit water cover laying on 17 th Ave. just before bridge	\$536.31	Deny 5/26/21
5/26/21	Mark Ostrowski 1414 Pearson St	Little league baseball game – ball hit house & broke siding	\$325.00	Deny 6/29/21

OFFICIAL PROCEEDINGS OF THE WAUSAU COMMON COUNCIL

held on Tuesday, July 13, 2021, in Council Chambers, beginning at 6:30 p.m.,

Mayor Katie Rosenberg presiding

Roll Call

7/13/2021 6:30:51 PM

Roll Call indicated 10 members present.

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

Proclamations

Mayor Rosenberg stated these proclamations can be read on the city's website: June 19, 2021 – **Juneteenth**; June 20, 2021 as **World Refugee Day**

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

- 1) Gary Gisselman, 319 Park Ave, addressed the Council to speak against the development at 1200 N River Drive, because there is not much greenspace left in the plan. He felt it should go back to ED to look for more public space. He also felt the City Attorney's Office and the Mayor's Office should be looking at ways to agendaize committee meetings so that Council members attending meetings are not asked to leave because they constitute a quorum of another committee.
- 2) Pat Snyder, 129 Charles St, Schofield, State Assembly Representative, spoke regarding 3M and their desire to purchase the land at 1300 Cleveland Avenue to store additional rail cars. He asked the Council to consider this request.

Presentation: Core Values Award – Fire Department

Fire Chief Bob Barteck stated Shane Woller, Engineer/Paramedic, was nominated for the Fire Department Core Values Award for Professionalism and meeting our Mission Statement, resulting from response to a fire that occurred at a home on Christmas Eve of 2020. The homeowners were present to thank Shane and the crew of the Fire Department for their professionalism. Kraig Kruzan, Battalion Chief of C Crew, talked about the incident and presented the award.

Consent Agenda

7/13/2021 6:47:53 PM

Motion by Neal, second by Peckham to adopt all of the Items on the Consent Agenda as follows:

21-0601 Minutes of the previous meeting (6/15/21).

21-0704 Ordinance of the Capital Improvements & Street Maintenance Committee Amending Section 10.20.080(a) designating no parking both sides on entrance road to Schulenburg Pool off of Summit Drive.

21-0409 Final Resolution of the Capital Improvements & Street Maintenance Committee and the Plan Commission Vacating and discontinuing an unpaved alley lying west of 827 Turner Street between North 8th Street, North 9th Street and Augusta Avenue.

21-0108 Resolution of the Public Health & Safety Committee Approving or Denying various licenses as indicated.

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

21-0703

7/13/2021 6:52:32 PM

Motion by Wadinski, second by Herbst to confirm the Mayor's Appointments.

Wausau Affordable Housing Regional Task Force: Sarah Watson, Sandra Kelch, Juli Birkenmeier, Diane Sennholz, Ben Lee, Kristin Slonski, and Carla Baker. *Capital Improvement Program Committee:* Carolyn Marohl

Deb Ryan didn't feel Council had enough time to review these appointments and was disappointed that the applicants did not submit resumes or information as to what kind of background they had in the field of affordable housing. She moved to table the appointments until more information is provided and/or other potential candidates were found that have more credentials and experience.

Assistant Attorney Nate Miller noted there is a difference between "tabling" and "postponing indefinitely" an agenda item. He explained tabling is to take up other urgent matters, but then still discuss this agenda item today. He questioned if she wished to postpone to a specific time or indefinitely. Ryan indicated she meant to indefinitely postpone because she felt the task force should be made up of people with affordable housing expertise. Motion died for lack of a second.

Yes Votes: 6 No Votes: 3 Abstain: 1 Not Voting: 1 Result: PASS

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

21-0705

7/13/2021 6:56:08 PM

Motion by Martens, second by Peckham to adopt the Joint Ordinance of the Capital Improvements & Street Maintenance Committee and the Plan Commission Annexing territory from the Town of Weston to the City of Wausau - Michael and Angela Grandaunt, Northwestern Avenue.

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

21-0708

7/13/2021 7:21:28 PM

Motion by Neal, second by Peckham to adopt the Resolution of the Plan Commission Amending the General Development Plan at 1200 North River Drive to allow for 120 residential units and 6,050 square feet of commercial space, in a PUB, Planned Unit Development Zoning District.

Tom Neal commented this proposal has been around for quite a while and has extraordinary potential for this city. He stated with regards to comments about green space, he pointed out the river walkway which extends a long distance including green strips and benches and trees. The reclamation of Barker Stewart Island, which is ongoing and adjacent to this area via a pedestrian bridge, is bringing more recreation opportunities for citizens along the river.

Lou Larson questioned if we need more apartment buildings on the riverfront when there are already three buildings there. He indicated he'd like to see some data to show if the community can support another 120 units. He questioned if the developer was still asking for \$2.5 million to build or is contractor putting them up on their own.

Mayor Rosenberg pointed out this resolution is just the zoning portion of the project and the development agreement will come back to the Council later.

Deb Ryan felt the Council should start looking at ways to make affordable housing along the riverfront. What about a community center for that area? She didn't think there was adequate parking for these buildings and that they were over building. She felt they should table this item for now and look at options for this area relative to affordable housing units.

Jim Wadinski commented they should be looking at where the City of Wausau is going to get its biggest bang for its dollar. He questioned where they would raise funds for a community center and/or low income housing. He pointed out they need facilities with high tax base to pay for these things and keep taxes in check.

Discussion continued. <https://www.youtube.com/watch?v=tDVEKr42Fm4>

Yes Votes: 7 No Votes: 3 Abstain: 0 Not Voting: 1 Result: PASS

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

Suspend the Rules

7/13/2021 7:22:02 PM

Motion by Neal, second by Kilian to Suspend Rules - 6(B) Filing and 1 2(A) Referral of Resolutions (213 vote required)

Yes Votes: 9 No Votes: 1 Abstain: 0 Not Voting: 1 Result: PASS

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

21-0706

7/13/2021 7:31:26 PM

Motion by Watson, second by Peckham to adopt the Resolution of the Common Council Authorizing execution of an agreement between the City of Wausau and Berry Dunn McNeil & Parker, LLC dba, BerryDunn for professional services for strategic plan development and mission statement review.

Pat Peckham requested more information on BerryDunn and who was involved in selecting them. Mayor Rosenberg explained after Council approved moving forward with a strategic plan last year an RFP was put out with 13 – 15 responses. There was a review panel that included Sarah Watson, Becky McElhaney, Brad Lenz, Maryanne Groat, Police Chief, Fire Chief, and Jamie Polley. There were interviews with six of them, but BerryDunn came out overwhelmingly on top. Groat noted they are currently helping the city evaluate financial software and were the number one pick of everyone on the panel. Mayor Rosenberg added one of things they liked about them was their willingness to work with our local people to do community engagement. *Discussion followed.*

Yes Votes: 7 No Votes: 2 Abstain: 1 Not Voting: 1 Result: PASS

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

20-0317

7/13/2021 7:32:53 PM

Motion by Kilian, second by Martens to adopt the Resolution of the Common Council Approving rules relating to meetings of

governmental bodies - city employees

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

12-1017

7/13/2021 7:37:15 PM

Motion by Herbst, second by Watson to adopt the Resolution of the Finance Committee Approving amendment for storage for Stone Mill historic saw mill structure with Andy Johnson.

Michael Martens noted Finance approved this earlier today and nothing changes other than the term going from a set contract to month-to-month.

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

20-0317

7/13/2021 7:45:38 PM

Motion by Peckham, second by Kilian to adopt the Resolution of the Rules Review Committee Approving rules relating to meetings of governmental bodies dial-in option.

Sarah Watson indicated she was the lone no vote at committee because her issue was with transparency by eliminating the dial in option. She felt the dial in option should remain for meetings to be inclusive to everyone.

Michael Martens commented it does take additional staff time to keep using WebEx for meetings and there are several other ways to participate besides in person, such as cable TV or YouTube.

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

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

02-0432 Amendment

7/13/2021 7:55:40 PM

Motion by Wadinski, second by Neal to amend the Ordinance of the Rules Review Committee Amending Section 2.16.010 Generally – to add to Rule 17E of Standing Rules to only allow those in queue to speak up to 3 minutes each before question is called.

Attorney Nate Miller explained there has always been a question of whether or not our standing rules apply just to the Common Council or the Standing Committees as well. The main part of the amended ordinance will clarify that most of these rules will also apply to Standing Committees. The other changes were to remove the gender pronouns and replace with Alder, committee member, or Council member. He noted Wisconsin Statutes do not allow members of the body to remove themselves from their role as a member of that body to speak as a citizen about things that are not on the agenda.

Miller stated Rule 17E was basically copied from the County's rules regarding when there is a call for the question. When the question is called, normally that is supposed to stop debate, but at the County if there are members queued up to speak already, they will get to speak before the question is actually called and put to a vote.

Jim Wadinski stated the reason for calling the question is to stop debate and move the meeting along. He felt there should at least be a time limit on those that are in the queue, so as not to defeat the purpose.

Yes Votes: 7 No Votes: 3 Abstain: 0 Not Voting: 1 Result: PASS

<u>District</u>	<u>Aldersperson</u>	<u>Vote</u>
1	Peckham, Patrick	YES
2	Martens, Michael	NO

3	Kilian, Tom	NO
4	Neal, Tom	YES
5	Wadinski, Jim	YES
6	McElhaney, Becky	YES
7	Rasmussen, Lisa	NV
8	Watson, Sarah	YES
9	Herbst, Dawn	YES
10	Larson, Lou	YES
11	Ryan, Debra	NO

02-0432

7/13/2021 7:59:38 PM

Motion by Neal, second by Watson to adopt the Ordinance of the Rules Review Committee Amending Section 2.16.010 Generally, as amended on Council floor

Yes Votes: 9 No Votes: 1 Abstain: 0 Not Voting: 1 Result: PASS

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

20-1109

7/13/2021 8:07:52 PM

Motion by Neal, second by Kilian to adopt the Resolution of the Finance Committee Approving the 2021 budget modification for additional environmental testing at 1300 Cleveland Avenue.

Eric Lindman explained this is from the results of the initial soil testing and the consultant put together a site investigation work plan for the next process. There was input from the DNR and there will be some additional soil testing conducted. The cost is \$98,500 of which the majority is for the soil testing and lab analysis, but also includes some report writing, engineering and review of the results. He stated once the results come back there will be conversation with the DNR to determine if any additional testing is needed or whether to go forward to the next phase of the project (remediation). He noted the money is coming out of the Environmental Fund. *Discussion followed.*

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

21-0707

7/13/2021 8:13:20 PM

Motion by Wadinski, second by Larson to adopt the Resolution of the Human Resources Committee Authorizing reclassification of Stockroom Specialist position to Parts Specialist.

Toni Vanderboom, Human Resources Director, explained they are reclassifying this position based on advice from the Fleet Study which wanted this position to have a little more independence or responsibility. She stated they are losing a lot of time with the mechanics coming in and doing parts work for us, so this would keep them on the floor doing the mechanic work. She noted they are bringing it up two salary grades to reflect the added responsibilities.

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

Adjourn

7/13/2021

Motion by Watson, second by Wadinski to adjourn the meeting. Meeting adjourned at 8:14 pm.

Katie Rosenberg, Mayor
Leslie M. Kremer, City Clerk

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

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

Approving Agreement for the Management and Maintenance of a Stormwater Facility (Emmerich & Associates, Inc. – 2101 and 2105 Grand Avenue)

Committee Action: Approved 4-0

Fiscal Impact: None

File Number: 21-0804

Date Introduced: August 10, 2021

FISCAL IMPACT SUMMARY

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

RESOLUTION

WHEREAS, your Capital Improvements and Street Maintenance Committee met on July 8, 2021 to review the agreement and recommends approval of an Agreement for the Management and Maintenance of a Stormwater Facility for Emmerich & Associates, Inc., for stormwater facilities on their property at 2101 and 2105 Stewart Avenue; now therefore

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

Approved:

Katie Rosenberg, Mayor

CAPITAL IMPROVEMENTS AND STREET MAINTENANCE COMMITTEE

Date of Meeting: July 8, 2021, at 5:15 p.m. in the Council Chambers of City Hall.

Members Present: Lisa Rasmussen, James Wadinski, Lou Larson, Tom Neal, Debra Ryan (arrived at 5:18 pm)

Also Present: Allen Wesolowski, TJ Niksich, Tara Alfonso, Cord Buckner, Dustin Kraege, Lori Wunsch, Chuck Ghidorzi

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

CONSENT AGENDA

- A. Approve minutes of the June 10, 2021 meeting**
 - B. Action on Stormwater Maintenance Agreement with WSC Properties LLC at 3701, 3805, 3815 and 3901 Stewart Avenue**
 - C. Action on Stormwater Maintenance Agreement with Emmerich & Associates at 2101 and 2105 Grand Avenue**
-

Wadinski moved to approve the consent agenda items. Neal seconded and the motion carried unanimously 4-0.

AGENDA ITEM
Action on Stormwater Maintenance Agreement with Emmerich & Associates at 2101 and 2105 Grand Avenue
BACKGROUND
Emmerich and Associates is proposing to build two, 16 unit apartment buildings and a parking lot. The site will combine 2101 & 2105 Grand Avenue, which will be approximately 1.1 acres and consist of the buildings, paved parking lot, landscaping and stormwater facilities. To ensure properly functioning post-stormwater facilities year after year, the City requires the owner to sign a maintenance agreement, making the owner inspect and maintain the facilities on a biennial basis. The maintenance agreement is attached for your review.
FISCAL IMPACT
None
STAFF RECOMMENDATION
Staff recommends approval of the stormwater maintenance agreement.
Staff contact: TJ Niksich 715-261-6748

AGREEMENT FOR THE MANAGEMENT AND
MAINTENANCE OF A STORMWATER FACILITY

THIS AGREEMENT made this 22 day of June, 2021, by and between the City of Wausau, a municipal corporation of the State of Wisconsin, hereinafter referred to as "CITY", and Emmerich & Associates

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

WITNESSETH:

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

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

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

NOW, THEREFORE, the parties hereto agree as follows:

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

Recording Area

Name and Return Address

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

PIN: 29128070140305 & 29128070140098

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

OWNER: Emmerich & Associates

By: Arden J Emmerich

By: _____

CITY OF WAUSAU:

By: _____

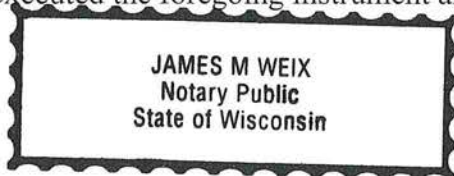
Katie Rosenberg, Mayor

By: _____

Leslie Kremer, Clerk

STATE OF WISCONSIN)
) ss.
COUNTY OF MARATHON)

Personally came before me this 22nd day of June, 2021, the above-named Arden J Emmerich and Emmerich & Associates, LLC, to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.



James M Weix

Notary Public, Wisconsin

My commission: June 14, 2023

STATE OF WISCONSIN)
) ss.
COUNTY OF MARATHON)

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

Notary Public, Wisconsin

My commission: _____

EXHIBIT A

See Grading & Drainage Exhibit

EXHIBIT B

STORMWATER FACILITIES MAINTENANCE SCHEDULE AND PROCEDURES FOR Emmerich Apartment Complex

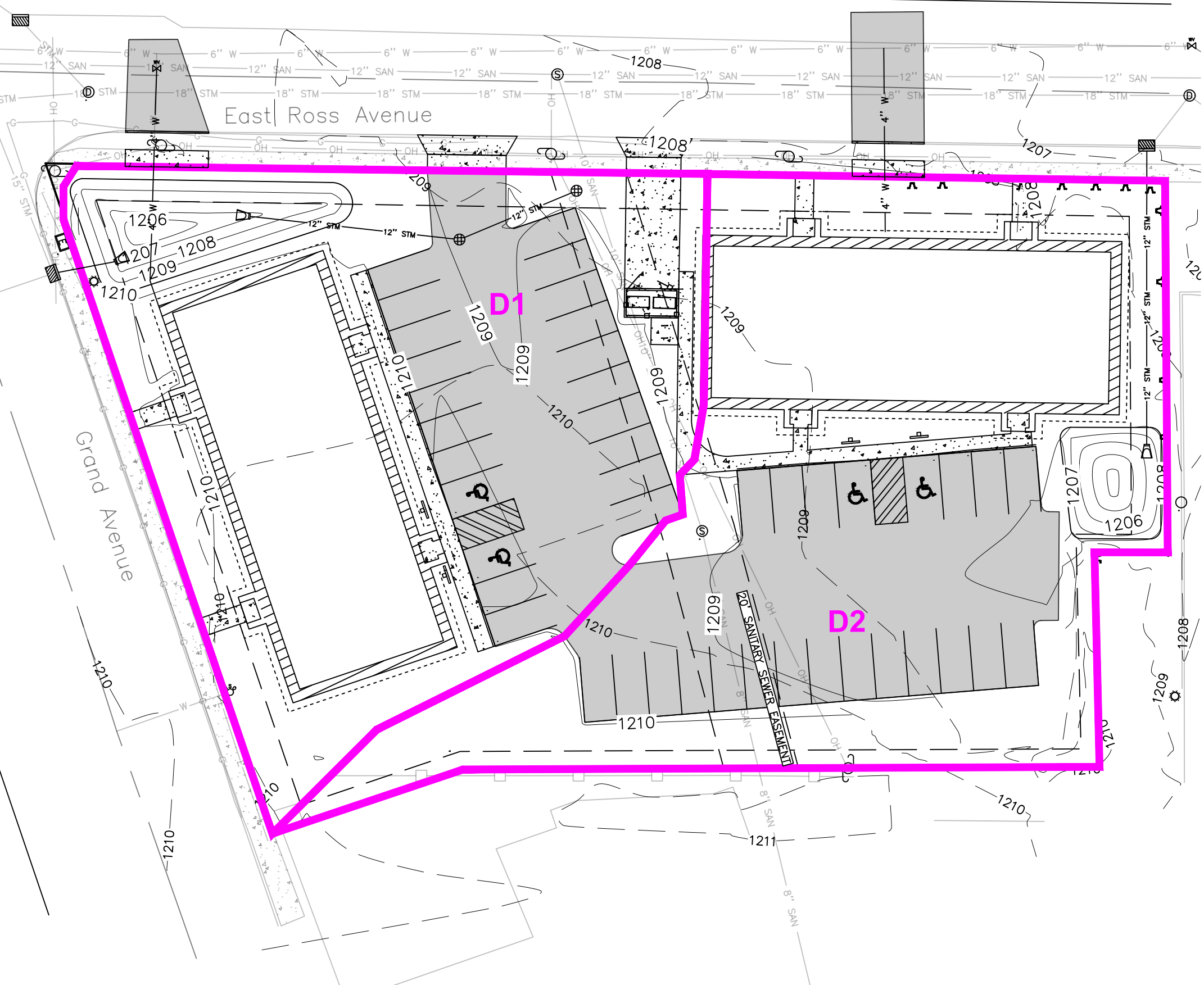
Of Lots 1, 2, 3, & 4 of Block 9 of Grand Avenue Addition. Bing Lots 1 & 2 of CSM 9629-39-52 located in part of northeast quarter of the southeast quarter of Section 1, Township 28 North, Range 7 East, City of Wausau, Marathon County, Wisconsin.

The Owner, Emmerich & Associates, their successors, and assigns, shall inspect and maintain the following structural and/or non-structural measures. Maintenance inspections by the Owner shall take place at a minimum of twice per year, following Owner's acceptance of the Project from the Site Contractor. Owner shall maintain a written inspection and maintenance log.

Maintenance and inspection shall be performed within the grass swales and catch basins on the site.

Maintenance at this location shall consist of the following tasks:

1. DEBRIS: Removal of trash, debris, sediment, and noxious weeds should be done on a regular basis to maintain aesthetics and functionality of the grass swales and catch basins.
2. GRASS SWALES: Remove accumulated sediment and/or debris from swale bottoms.
3. INFILTRATION BASINS: Remove accumulated sediment and debris from infiltration basin. Deep till and replant as needed to promote the continued infiltration of runoff.
4. CULVERTS: Remove accumulated sediment and/or debris from culverts.
5. MOWING: Mow the side slopes, swales, and embankments to promote aesthetic and control weed growth.
6. CLOGGING: If clogging occurs, remove the top 2-3 inches of soil. Chisel plow and add topsoil and compost. Revegetate.



BLOCK LEGEND:

- EXISTING CURB STOP
- EXISTING WATER VALVE
- EXISTING LIGHT POLE
- EXISTING UTILITY POLE
- EXISTING FENCE POST
- PROPOSED HANDICAP PARKING SIGN
- EXISTING CURB INLET
- PROPOSED CATCH BASIN
- EXISTING STORM SEWER MANHOLE
- EXISTING SANITARY SEWER MANHOLE

LINETYPE LEGEND:

- PROPOSED 4" WATER LATERAL
- PROPOSED 6" SCH. 40 PVC SANITARY LATERAL
- PROPOSED 6" SCH. 40 PVC SANITARY LATERAL

STORM SCHEDULES:

STORM STRUCTURE TABLE	
STRUCTURE NAME	STRUCTURE DETAILS
STM - 1	RIM = 1209.06
	INV (W) = 1207.18
	DEPTH = 1.88 FT
STM - 2	RIM = 1208.63
	INV (E) = 1207.00
	INV (W) = 1207.00
	DEPTH = 1.63 FT



404 FRANKLIN ST.
WAUSAU, WI 54403
PHONE: 715-843-7292
FAX: 715-843-7292
WWW.MTSLLC.NET

MARATHON TECHNICAL
SERVICES LLC

MTS

REVISION DATE

SURVEYED BY:
VREELAND
ASSOCIATES

DESIGNED BY:
MTS

DRAWN BY:
JUSTIN H.

APPROVED BY:
NICK B.

PROJECT DETAILS

PROJECT NUMBER:
2009

PROJECT PHASE:
PRELIMINARY

PROJECT MILESTONE:
DNR STM SUBMITTAL

EXHIBIT A

EMMERICH APARTMENTS
WAUSAU, MARATHON COUNTY

SCALE

1" = 30'

SHEET NO.

D

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

RESOLUTION OF THE CAPITAL IMPROVEMENTS & STREET MAINTENANCE COMMITTEE

Approving Agreement for the Management and Maintenance of a Stormwater Facility (WSC Properties, LLC; OAW Properties, LLC; and WSC/OAW Campus Condominium Association, Inc. – 3701, 3805, 3815 and 3901 Stewart Avenue)

Committee Action: Approved 4-0

Fiscal Impact: None

File Number: 21-0805

Date Introduced: August 10, 2021

FISCAL IMPACT SUMMARY

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

RESOLUTION

WHEREAS, your Capital Improvements and Street Maintenance Committee met on July 8, 2021 to review the agreement and recommends approval of an Agreement for the Management and Maintenance of a Stormwater Facility for WSC Properties, LLC; OAW Properties, LLC; and WSC/OAW Campus Condominium Association, Inc., for stormwater facilities on their property at 3701, 3805, 3815 and 3901 Stewart Avenue; now therefore

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

Approved:

Katie Rosenberg, Mayor

CAPITAL IMPROVEMENTS AND STREET MAINTENANCE COMMITTEE

Date of Meeting: July 8, 2021, at 5:15 p.m. in the Council Chambers of City Hall.

Members Present: Lisa Rasmussen, James Wadinski, Lou Larson, Tom Neal, Debra Ryan (arrived at 5:18 pm)

Also Present: Allen Wesolowski, TJ Niksich, Tara Alfonso, Cord Buckner, Dustin Kraege, Lori Wunsch, Chuck Ghidorzi

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

CONSENT AGENDA

- A. Approve minutes of the June 10, 2021 meeting**
 - B. Action on Stormwater Maintenance Agreement with WSC Properties LLC at 3701, 3805, 3815 and 3901 Stewart Avenue**
 - C. Action on Stormwater Maintenance Agreement with Emmerich & Associates at 2101 and 2105 Grand Avenue**
-

Wadinski moved to approve the consent agenda items. Neal seconded and the motion carried unanimously 4-0.

Document No.	AGREEMENT Document Title	
AGREEMENT FOR THE MANAGEMENT AND MAINTENANCE OF A STORMWATER FACILITY THIS AGREEMENT FOR THE MANAGEMENT AND MAINTENANCE OF A STORMWATER FACILITY (“Agreement”) made this ____ day of _____, 2021, by and among the City of Wausau, a municipal corporation of the State of Wisconsin, hereinafter referred to as “CITY”, WSC Properties, LLC, a Minnesota limited liability company organized under the laws of the State of Wisconsin (“WSC”), OAW Properties, LLC, a Wisconsin limited liability company organized under the laws of the State of Wisconsin (“OAW” and together with WSC hereinafter referred to as “OWNER”) and WSC/OAW Campus Condominium Association, Inc., a Wisconsin nonprofit corporation organized under the laws of the State of Wisconsin hereinafter referred to as “ASSOCIATION”; WITNESSETH: WHEREAS, WSC owns certain real property legally described as Unit two (2), together with said Unit’s undivided interests in the common elements and the exclusive use of the limited common elements appurtenant to said Unit, of WSC/OAW Campus, a condominium, declared and existing under the Condominium Ownership Act of the State of Wisconsin, and by Declaration of Condominium dated June 17, 2021 and recorded in office of the Register of Deeds for Marathon County, Wisconsin on June 25, 2021, as Document No. 1839103. Incorporated herein by this reference thereto is the real estate described in said Declaration, which is located in the City of Wausau, Marathon County, Wisconsin (“Unit 2”). WHEREAS, OAW owns certain real property legally described as Unit 1 together with said Unit’s undivided interests in the common elements and the exclusive use of the limited common elements appurtenant to said Unit, of WSC/OAW Campus, a condominium, declared and existing under the Condominium Ownership Act of the State of Wisconsin, and by Declaration of Condominium dated June 17, 2021 and recorded in office of the Register of Deeds for Marathon County, Wisconsin on June 25, 2021, as Document No. 1839103. Incorporated herein by this reference thereto is the real estate described in said Declaration, which is located in the City of Wausau, Marathon County, Wisconsin (“Unit 1” and together with Unit 2, hereinafter referred to as the “PROPERTY”). WHEREAS, CITY has an interest in and an obligation for the development, management, and maintenance of stormwater facilities within the corporate limits of the City of Wausau, which interest and		Recording Area Name and Return Address City of Wausau Engineering Dept. 407 Grant Street Wausau, WI 54403 PIN: 291-2907-332-0980; 291-2907-332-0971; 291-2907-332-0970; 292-2907-332-0979

obligation is evidenced in CITY's stormwater management ordinance and in this agreement which is being entered into pursuant to that ordinance; and

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

and maintenance of a stormwater facility located on the Property; and

WHEREAS, pursuant to that certain Declaration of the WSC/OAW Campus, a Condominium dated June 17, 2021 and recorded at the Marathon County Register of Deeds office on June 25, 2021, as Document No.1839103 (the "Declaration"), the ASSOCIATION has the responsibility to maintain, repair and replace certain facilities, including without limitation the stormwater facility located on the Property that benefits the Owners thereof.

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

NOW, THEREFORE, the parties hereto agree as follows:

1. That attached hereto, and incorporated herein by reference, is "Exhibit A," a map upon which there is located certain improvements and storm water facilities, which are the subject of this Agreement relating to the Property.
2. OWNER and the ASSOCIATION specifically agree to maintain the storm water facilities located on the Property in accordance with the schedules and procedures set forth in "Exhibit B" attached hereto and incorporated herein by reference.
3. OWNER and the ASSOCIATION specifically grants CITY access to, from and across the Property in order to evaluate and inspect the pond and, in addition to the detention pond, any other stormwater facilities, which evaluation and inspection will, from time to time, be necessary in order to ascertain that the practices concerning management and maintenance are being followed pursuant to CITY's stormwater management ordinances; CITY shall maintain, as a public record, the results of all site inspections, and shall recommend any corrective actions required to bring the stormwater management practices into proper operating condition.
4. Upon written notification to the ASSOCIATION that maintenance deficiencies exist in connection with the storm water facilities located on the Property, any corrective actions shall be undertaken by the ASSOCIATION within a time frame as set forth by CITY, which time frame shall be reasonable, but in no event less than sixty (60) days; should the ASSOCIATION not satisfactorily complete any directives of CITY, as identified in any inspection report or directive, within the time frame provided by CITY, then the parties agree that CITY shall complete any corrective actions and the reasonable cost of those actions, including any reasonable attorney costs, shall be paid in full by the ASSOCIATION within thirty (30) days of receipt of an invoice thereof, accompanied by reasonable supporting documentation, or, in lieu thereof, upon written request of ASSOCIATION, said costs shall be placed as a special assessment on the tax rolls of the Property,

prorata in accordance with the Declaration, pursuant to Wisconsin Statutes; provided, however that CITY shall provide written notice to OWNER and the ASSOCIATION prior to entry on the Property and exercise due care to avoid unnecessary disturbance or damage to the Property or the occupants thereof.

5. Any notice under this Agreement shall be sent by certified mail, return receipt requested, or delivered to the following address:

WSC Properties, LLC
2809 Westhill Drive
Wausau, WI 54401

OAW Properties, LLC
3200 Westhill Drive, Suite 201
Wausau, WI 54401

WSC/OAW Campus Condominium Association, Inc.
c/o Orthopaedic Associations of Wausau
3200 Westhill Drive
Suite 201
Wausau, WI 54401

Any Owner and the ASSOCIATION may change its notice address at any time upon ten (10) days prior written notice to CITY.

6. This Agreement is being entered into pursuant to the provisions of Chapter 15.56 of the City of Wausau Municipal Code, and the parties agree that OWNER and the ASSOCIATION will be bound by these provisions or any future amendments to these provisions or any separate provisions relating to stormwater management.

7. These covenants, agreements, and obligations provided for in this agreement shall travel with the land and be binding upon OWNER and the ASSOCIATION, and its respective successors and assigns in perpetuity.

[The remainder of this page is intentionally left blank; signature pages follow]

WSC PROPERTIES, LLC,
a Minnesota limited liability company

By: _____
Name: _____
Its: _____

STATE OF _____)
) ss.
COUNTY OF _____)

Notary Public, Wisconsin
My commission: _____

OAW PROPERTIES LLC,
a Wisconsin limited liability company

STATE OF _____)
) ss.
COUNTY OF _____)

Notary Public, Wisconsin
My commission: _____

ASSOCIATION:

WSC/OAW CAMPUS CONDOMINIUM ASSOCIATION,
INC.

a Wisconsin nonprofit corporation

By: _____

Name: Scott R. Murch, M.D.

Its: President

STATE OF _____)
) ss.
COUNTY OF _____)

Personally came before me this _____ day of _____, 2021, the above-named Scott R. Murch, the President of WSC/OAW Campus Condominium Association, Inc., a Wisconsin nonprofit corporation, to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

Notary Public, Wisconsin

My commission: _____

CITY OF WAUSAU:

By: _____
Katie Rosenberg, Mayor

By: _____
Leslie Kremer, Clerk

STATE OF _____)
) ss.
COUNTY OF _____)

Personally came before me this ____ day of _____, 2021, the above-named _____, the _____ of WSC Properties, LLC, a Minnesota limited liability company, to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

Notary Public, Wisconsin
My commission: _____

STATE OF WISCONSIN)
) ss.
COUNTY OF MARATHON)

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

Notary Public, Wisconsin
My commission: _____

This instrument was drafted by the Engineering
Department, City of Wausau, 407 Grant
Street, Wausau, WI 54403.

8

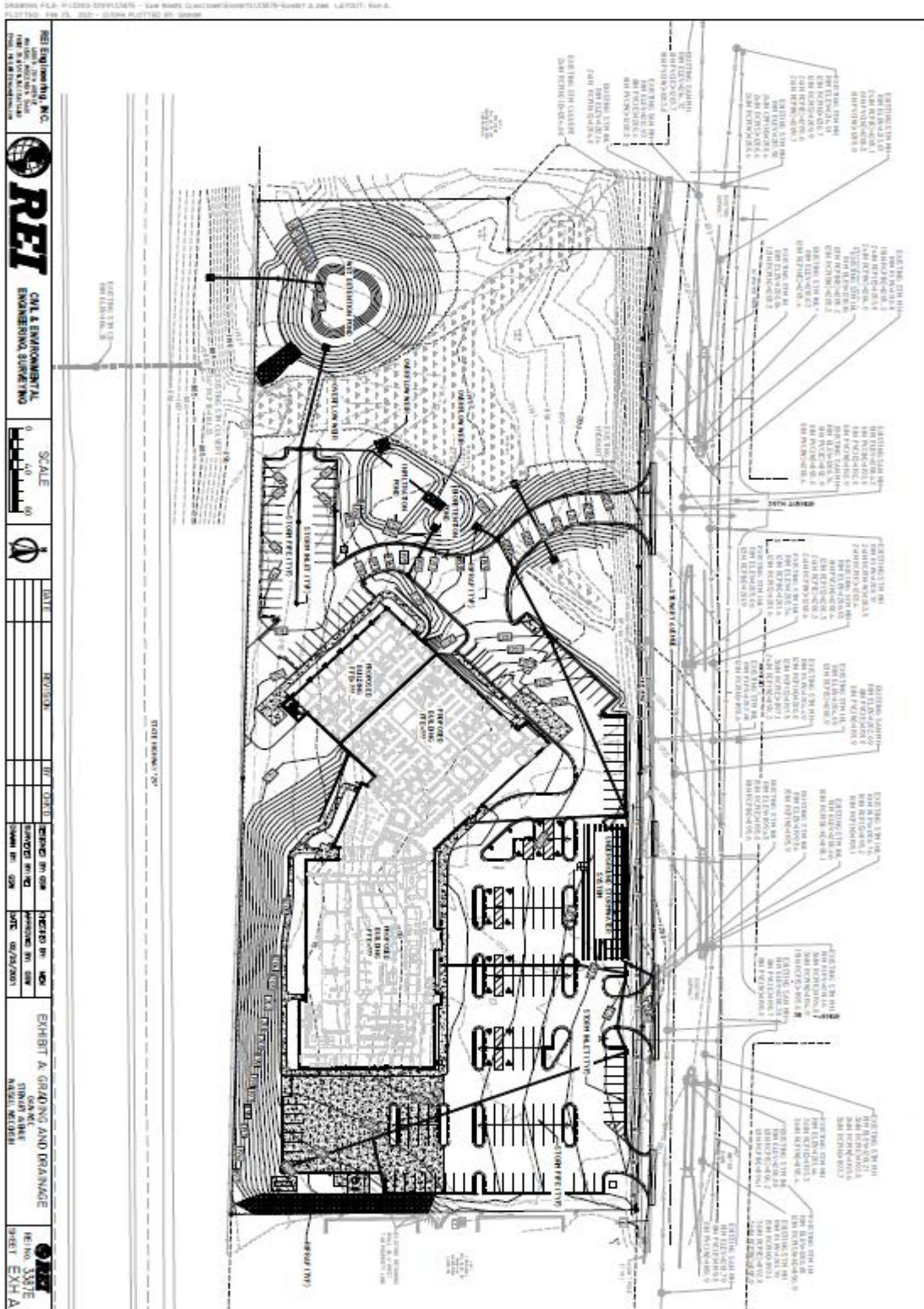


EXHIBIT B
STORM WATER FACILITIES MANAGEMENT MAINTENANCE SCHEDULE & PROCEDURES
FOR
WAUSAU SURGERY CENTER
3701, 3805, 3815 & 3901 STEWART AVENUE
CITY OF WAUSAU, MARATHON COUNTY, WI

PROPERTY LEGAL DESCRIPTION:

A parcel of land being all the lands located within the WSC/OAW Campus, a condominium, declared and existing under the Condominium Ownership Act of the State of Wisconsin, and by Declaration of Condominium dated June 17, 2021 and recorded in the office of the Register of Deeds for Marathon County, Wisconsin, on June 25, 2021, as Document Number 1839103; being part of the Southeast 1/4 of the Northwest 1/4, Section 33, Township 29 North, Range 7 East, City of Wausau, Marathon County, Wisconsin.

RESPONSIBLE PARTY:

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

MAINTENANCE SCHEDULE AND PROCEDURES:

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

Maintenance and inspection shall be performed within the underground stormwater system, bioretention pond, infiltration pond, wet detention pond, the detention ponds' outlet structures, on-site storm sewer, and riprap.

1. **DEBRIS:** Removal of trash, debris, and noxious weeds should be done on a regular basis to maintain aesthetics and functionality of the underground stormwater system, bioretention pond, infiltration pond, wet detention pond, the detention ponds' outlet structures, storm sewer, and riprap on the site.
2. **STORM AND OUTLET STRUCTURES:** Remove accumulated sediment and/or debris from the outlet structures of the ponds and storm sewer pipe.
3. **UNDERGROUND STORMWATER SYSTEM:** Remove accumulated sediment and/or debris from the sumped portion of the underground treatment pipe a minimum of every other year.
4. **RIPRAP:** Inspect riprap and replace as may be needed to maintain integrity and a clean appearance of riprap.
5. **MOWING:** Seasonally mow pond side slopes and embankments to promote aesthetics and control weed growth.
6. **BIORETENTION PLANTING TREATMENTS:** Replacement of dead plant life with new plant plugs of a mesic or wet prairie type designation per the WDNR approved plant list should be done as necessary to help maintain infiltration rates as the roots will assist with this. Replace or restore hardwood mulch within the bottom of the pond following rainfall events. The mulch will only be required during the first two growing seasons until the plantings are established.
7. **BIORETENTION/INFILTRATION POND ENGINEERED SOIL MIX:** Following rainfall events, verify the ability for the bioretention pond to drain. If standing surface water is regularly present within the facility following 48 hours of dry weather, the engineered soil mix may need to be loosened or replaced to restore the infiltration rate. Plantings within the bioretention pond may be salvaged and replanted if

work is done during spring or fall. Re-seeding or replanting of the vegetation may be needed following restoration.

8. SNOW PLOWING: Do not plow snow into the bioretention pond or infiltration pond as this will cause premature failure of the infiltration devices.
9. WET DETENTION POND: A permanent pool depth of 5 feet has been designed for the pond. A sediment clean out cycle is recommended once the permanent pool depth is less than 3.5 feet in depth, which typically will have to be done every 10 to 20 years depending upon the cleanliness of the upstream source water.

CONSENT

Peoples State Bank, a Wisconsin state chartered bank, the holder of that certain Mortgage dated _____ and recorded at the Marathon County Register of Deeds office on _____, 2021, as Document No. _____ and that certain Mortgage dated _____ recorded at the Marathon County Register of Deeds office on _____, 2021, as Document No. _____, hereby consents to the attached Agreement for the Management and Maintenance of a Stormwater Facility and agrees that its rights in the real property encumbered by such Agreement for the Management and Maintenance of a Stormwater Facility shall be subordinated thereto.

Peoples State Bank
a Wisconsin state-chartered bank

By: _____
Name: _____
Its: _____

AGENDA ITEM
Action on Stormwater Maintenance Agreement with WSC Properties LLC at 3701, 3805, 3815 and 3901 Stewart Avenue
BACKGROUND
WSC Properties is proposing combine 3701, 3805, 3815 & 3901 Stewart Avenue and build a medical facility. The proposed development will consist of a new medical building, driveways, parking lot, landscaping and stormwater facilities. The parking lot, building and associated facilities will total approximately 6.5 acres. To ensure properly functioning post-stormwater facilities year after year, the City requires the owner to sign a maintenance agreement, making the owner inspect and maintain the facilities on a biennial basis. The maintenance agreement is attached for your review.
FISCAL IMPACT
None
STAFF RECOMMENDATION
Staff recommends approval of the stormwater maintenance agreement.
Staff contact: TJ Niksich 715-261-6748

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

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

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

Committee Action: Approved 5-0

Fiscal Impact: None

File Number: 21-0523

Date Introduced: August 10, 2021

FISCAL IMPACT SUMMARY

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

RESOLUTION

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

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

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

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

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

WHEREAS, on May 25, 2021, the Common Council of the City of Wausau approved execution of the Memorandum of Agreement; and

WHEREAS, after approval of the Memorandum of Agreement, WisDOT detected language that needed to be added to the Memorandum of Agreement; and

WHEREAS, the Capital Improvements and Street Maintenance Committee met on July 8, 2021 to review the minor revisions to the Memorandum of Agreement and recommends approval; now therefore

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

Approved:

Katie Rosenberg, Mayor

CAPITAL IMPROVEMENTS AND STREET MAINTENANCE COMMITTEE

Date of Meeting: July 8, 2021, at 5:15 p.m. in the Council Chambers of City Hall.

Members Present: Lisa Rasmussen, James Wadinski, Lou Larson, Tom Neal, Debra Ryan (arrived at 5:18 pm)

Also Present: Allen Wesolowski, TJ Niksich, Tara Alfonso, Cord Buckner, Dustin Kraege, Lori Wunsch, Chuck Ghidorzi

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

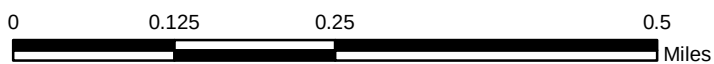
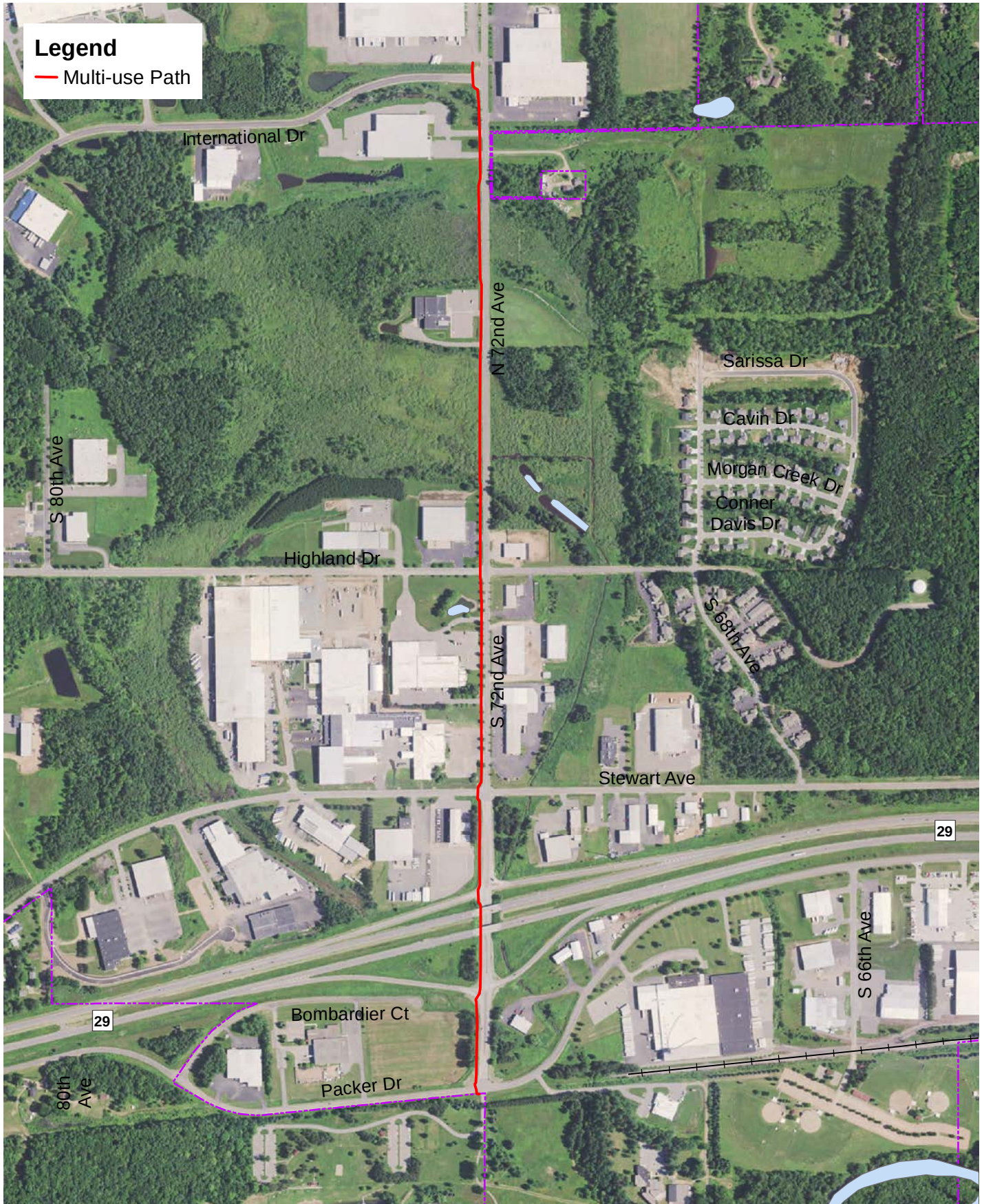
Discussion and possible action on 72nd Avenue, Business Campus Trail Memorandum of Agreement Revision

Niksich noted a Memorandum of Agreement was approved in May. After approval, WisDOT wanted to add additional language. These are minor additions identifying markings and signs.

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

AGENDA ITEM
Discussion and possible action on 72 nd Avenue, Business Campus Trail Memorandum of Agreement Revision
BACKGROUND
On May 13 th , 2021, the CISM Committee approved a Memorandum of Agreement for the maintenance of the proposed 72 nd Avenue Trail that extends through the WisDOT ROW at the STH 29 interchange. Once approved, WisDOT noticed additional language that needed to be added. City staff believes changes to be minor and recommend approval. See attached updated agreement with changes highlighted.
FISCAL IMPACT
None
STAFF RECOMMENDATION
Staff recommends approval of the Memorandum of Agreement
Staff contact: TJ Niksich 715-261-6748

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



Memorandum of Agreement

between

WisDOT, North Central Region

and the

City of Wausau

for a

Multi-Use Path

July 2021

Purpose

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

Background

In 2018, the City was awarded federal Transportation Alternatives Program funds for the construction of a multi-use path along 72nd Avenue from Packer Drive/Sunny Vale Park entrance to just south of International Drive within the Wausau Business Campus (State Project #6999-18-09/79). This includes a segment of multi-use path going through the STH 29/72nd Avenue interchange area. During early design for the project, the City decided to extend the north extent of the path to just north of the International Drive to serve the Eastbay distribution center (see attached location map). Coordination between the City and WisDOT staff has occurred throughout the design process for the path project, especially for the segment through the Interchange ROW. In July 2021, the City applied to WisDOT for a state highway connection permit for the establishment of the path through the Interchange ROW. Construction on the path is scheduled to start in spring 2022 and be completed in fall 2022.

Statutory Authority

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

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

Terms and Conditions

The City shall:

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

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

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

WisDOT shall:

1. Inspect the path, retaining wall, and all other associated facilities within the Interchange ROW within 30 days of construction being completed on the TAP project. The City shall notify the WisDOT North Central Region Maintenance and Structure Maintenance engineers when the construction is completed and ready for inspection. Upon completing the inspection, WisDOT will notify the City of any necessary changes needed to these facilities.
2. Inspect the path, retaining wall, and all other associated facilities within the Interchange ROW annually or as needed to ensure that these facilities are being maintained adequately. The inspections of the retaining wall will be done in accordance to the WisDOT's Ancillary Inspection Program Frequency for Retaining Walls. Upon completing the inspections, WisDOT will notify the City of any necessary maintenance work and/or repairs that need to be completed. The work and repairs will need to be completed within 60 days and the City is responsible for the costs. If the work or repairs are not made within 60 days, WisDOT may hire a County Highway Department or a private contractor to do the work or make the repairs and bill the City accordingly as outlined in Wis. Stat. s. 86.02.
3. Inspect the locations and types of signs and markings placed along the path within the Interchange ROW after construction, annually, and as needed to ensure conformance with the WMUTCD and TEOPS. Upon completing the inspections, WisDOT will notify the City of any necessary changes needed. The City is responsible for the costs of the work necessary for these changes. The work will need to be completed within 60 days. If the work is not made within 60 days, WisDOT may hire a County Highway Department or a private contractor to do the work or make the repairs and bill the City accordingly as outlined in Wis. Stat. s. 86.02.
4. As needed, analyze if the roadway, bridges, or other state facilities within the Interchange ROW have been damaged due to path usage. If damage occurs, WisDOT will request repairs be made by the City within 60 days and the City is responsible for the costs. If repairs are not made within 60 days, WisDOT may hire a County Highway Department or a private contractor to make the repairs and bill the City accordingly as outlined in Wis. Stat. s. 86.02. If emergency work or repairs need to be address immediately because of potential safety concerns, WisDOT will complete the work and repairs and bill the City for the costs.

The Parties mutually agree that:

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

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

Agreement Duration & Termination

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

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

No Limitation on Police Power

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

Governing Law

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

Approvals

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

Katie Rosenberg, Mayor
City of Wausau

Date

Michael Wendt, Systems Planning Manager
WisDOT NC Region

Date

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

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

Amending Section 10.20.080(a) designating no parking west side of 10th Street between Kickbusch Street and Forest Street, Washington Street and Jefferson Street, McClellan Street and McIndoe Street; designating no parking east side of 10th Street between Forest Street and Washington Street, Jefferson Street and McClellan Street, Stark Street and Bridge Street; designating no parking both sides of 10th Street between McIndoe Street and Stark Street

Committee Action: Approved 5-0

Ordinance Number:

Fiscal Impact: None

File Number: 21-0806

Date Introduced: August 10, 2021

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 to read as follows:

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

...

North 10th Street

- East side of the street between Forest Street and Washington Street
- East side of the street between Jefferson Street and McClellan Street
- East side of the street between Stark Street and Bridge Street
- West side of the street between Kickbusch Street and Forest Street
- West side of the street between Washington Street and Jefferson Street
- West side of the street between McClellan Street to McIndoe Street
- East and west side of the street between McIndoe Street and Stark Street

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

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

Adopted:
Approved:
Published:
Attest:

Approved:

Katie Rosenberg, Mayor

Attest:

Leslie M. Kremer, Clerk

CAPITAL IMPROVEMENTS AND STREET MAINTENANCE COMMITTEE

Date of Meeting: July 8, 2021, at 5:15 p.m. in the Council Chambers of City Hall.

Members Present: Lisa Rasmussen, James Wadinski, Lou Larson, Tom Neal, Debra Ryan (arrived at 5:18 pm)

Also Present: Allen Wesolowski, TJ Niksich, Tara Alfonso, Cord Buckner, Dustin Kraege, Lori Wunsch, Chuck Ghidorzi

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

Discussion and possible action on parking restrictions on 10th Street (Townline Road – Bridge Street)

Neal moved to approve the parking restrictions as recommended by staff. Wadinski seconded and the motion carried unanimously 5-0.

AGENDA ITEM

Discussion and possible action on parking restrictions on 10th Street (Townline Road – Bridge Street)

BACKGROUND

During sign maintenance by DPW, it was noted some of the signs on 10th Street were not supported by an ordinance.

The current ordinance reads:

No parking on the east side of 10th Street from McIndoe – Stark Street

The following is a summary of the current ‘No Parking’ signs:

Kickbusch – Forest: No Parking West Side
Forest – Washington: No Parking East Side
Washington – Jefferson: No Parking West Side
Jefferson – McClellan: No Parking East Side
McClellan – McIndoe: No Parking West Side
McIndoe – Stark: No Parking both sides
Stark – Bridge: No Parking East Side

See map for clarification.

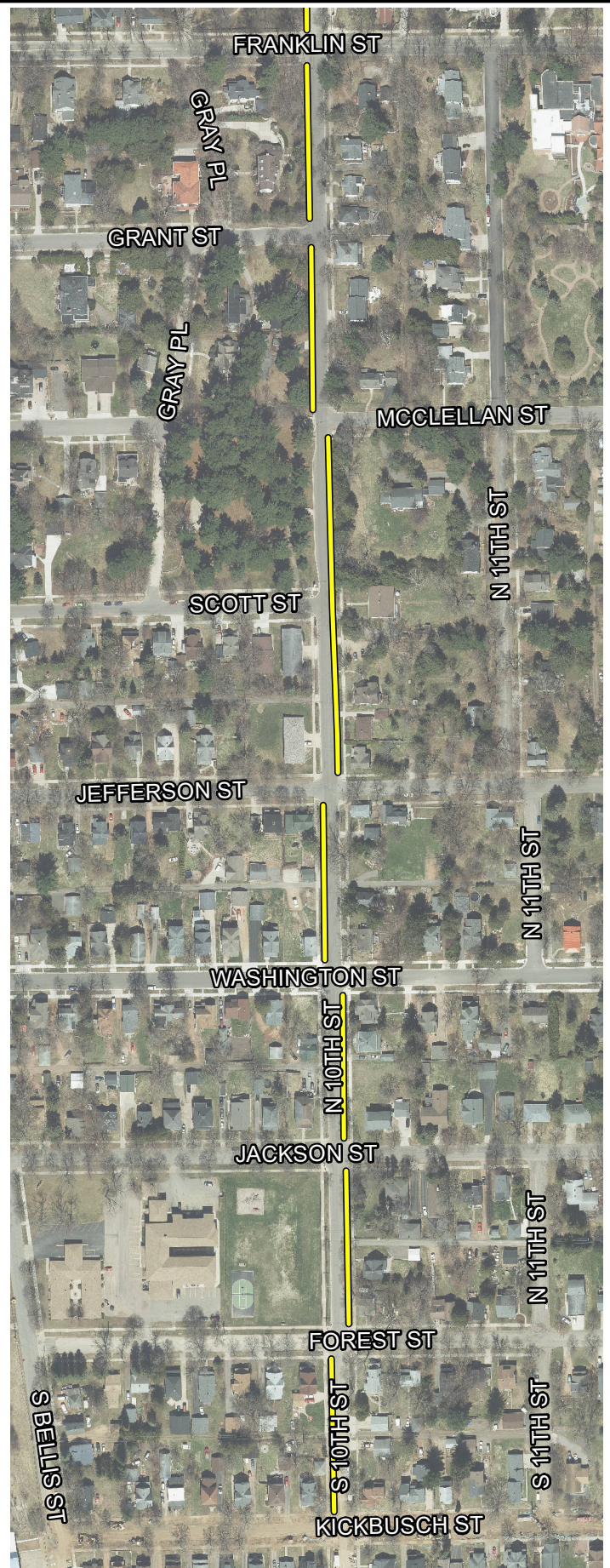
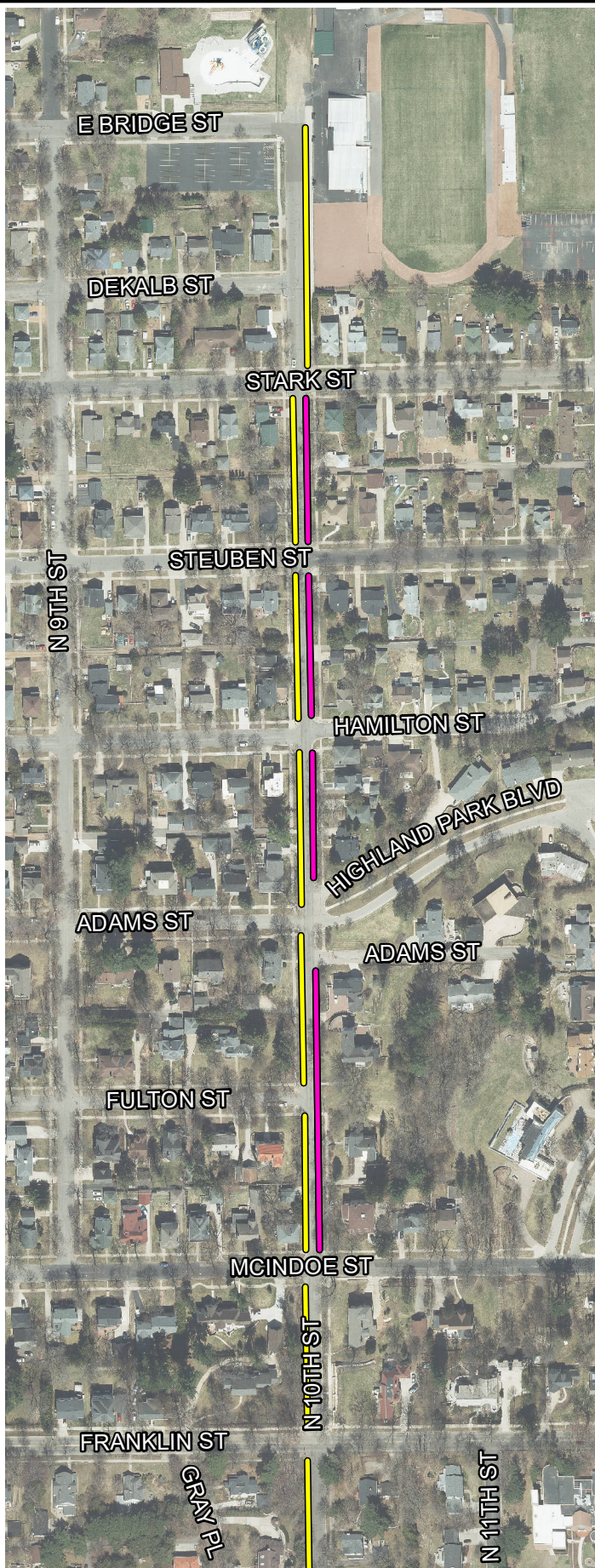
FISCAL IMPACT

None, signs are installed.

STAFF RECOMMENDATION

Staff recommends amending the no parking ordinance on 10th Street to match what is currently posted as depicted on the map.

Staff contact: Allen Wesolowski 715-261-6762



N 10th St - No Parking Signs City of Wausau

Legend

- Posted No Parking & In Ordinance
- Posted No Parking

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

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

Vacating and discontinuing an unpaved alley abutting 205 and 209-211 Short Street, 1202, 1210 and 1212 North 3rd Street

Committee Action: CISM: Approved 4-0
Plan: Approved 7-0

Fiscal Impact: None

File Number: 21-0511

Date Introduced: August 10, 2021

FISCAL IMPACT SUMMARY

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

RESOLUTION

WHEREAS, pursuant to Section 66.1003(4) of the Wisconsin Statutes, the Common Council has heretofore initiated proceedings on May 25, 2021, at a regular meeting of the Common Council to vacate and discontinue the following described unpaved alley in the City of Wausau:

WHEREAS, a public hearing on the passage of such resolution had been set by the Common Council, which hearing was set for 5:15 p.m. in the Council Chambers of City Hall, Wausau, Wisconsin, on the 8th day of July, 2021, written notice of such meeting was duly served on the owners of all of the frontage of the lots and lands abutting upon the alley sought to be discontinued as provided by law, and notice was published in the newspaper as provided by law; and

WHEREAS, a public hearing was duly held pursuant to said notice at the time and place therefor affixed and all persons so served and interested were then and there given an opportunity to be heard; and

WHEREAS, a proper notice of the pendency of said petition for vacation and discontinuance and map covering the proposed vacation was duly filed in the Office of Register of Deeds for Marathon County, as required by the Wisconsin Statutes; and

WHEREAS, your Capital Improvements and Street Maintenance Committee and your Plan Commission, after considering the matter, have recommended that the aforescribed alley be vacated and discontinued; and

WHEREAS, Wisconsin Public Service Corporation has requested and Frontier North Inc. may request that they be granted easement and ingress and egress rights over, across and under the alley prior to it being vacated.

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of Wausau that it is hereby declared that since the public interest requires it, the herein described alley is hereby vacated and discontinued; provided, however, this resolution shall take effect and have validity only after the granting by the City to requesting utilities any and all permanent easement and ingress and egress rights deemed necessary by them.

BE IT FURTHER RESOLVED the City of Wausau shall retain easement and ingress and egress rights over, across and under the portion of alley being vacated for the purpose of installing, maintaining, inspecting, repairing and/or replacing any of their utilities, and systems such as storm sewer.

BE IT FURTHER RESOLVED, that the proper City officials are hereby authorized and directed to execute easements to Wisconsin Public Service Corporation and Frontier North Inc., if they wish, approved by the City Attorney, granting all necessary easement and ingress and egress rights, all within and/or over the alley to be vacated, and that these entities shall have until September 17, 2021, to get these easements recorded.

BE IT FURTHER RESOLVED, that the City Clerk, upon the recording of the above-referenced easements, but no earlier than September 17, 2021, shall record a certified copy of this resolution accompanied with a map showing the location of said vacated alley in the Office of the Register of Deeds for Marathon County, and that the City Clerk shall notify the City Engineer as to when this resolution has been recorded.

Approved:

Katie Rosenberg, Mayor

CAPITAL IMPROVEMENTS AND STREET MAINTENANCE COMMITTEE

Date of Meeting: July 8, 2021, at 5:15 p.m. in the Council Chambers of City Hall.

Members Present: Lisa Rasmussen, James Wadinski, Lou Larson, Tom Neal, Debra Ryan (arrived at 5:18 pm)

Also Present: Allen Wesolowski, TJ Niksich, Tara Alfonso, Cord Buckner, Dustin Kraege, Lori Wunsch, Chuck Ghidorzi

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: Discussion and possible action on vacating and discontinuing an unpaved alley abutting 205 and 209-211 Short Street, 1202, 1210 and 1212 North 3rd Street

Rasmussen opened the public hearing and asked those in attendance to come forward and offer comments. No one came forward and the public hearing was closed.

Neal moved to approve. Larson seconded and the motion carried unanimously 4-0.

At this time, Ryan entered the meeting.

PLAN COMMISSION

Time and Date: The Plan Commission met on Tuesday, July 20, 2021, at 5:00 p.m. in the Common Council Chambers of Wausau City Hall.

Members Present: Mayor Katie Rosenberg, Eric Lindman, Patrick Peckham, Tom Neal, Bruce Bohlken, Andrew Brueggeman, George Bornemann

Others Present: William Hebert, Sam Wessel, Brian Stahl, Tom Radenz; *By WebEx*: Brad Lenz

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

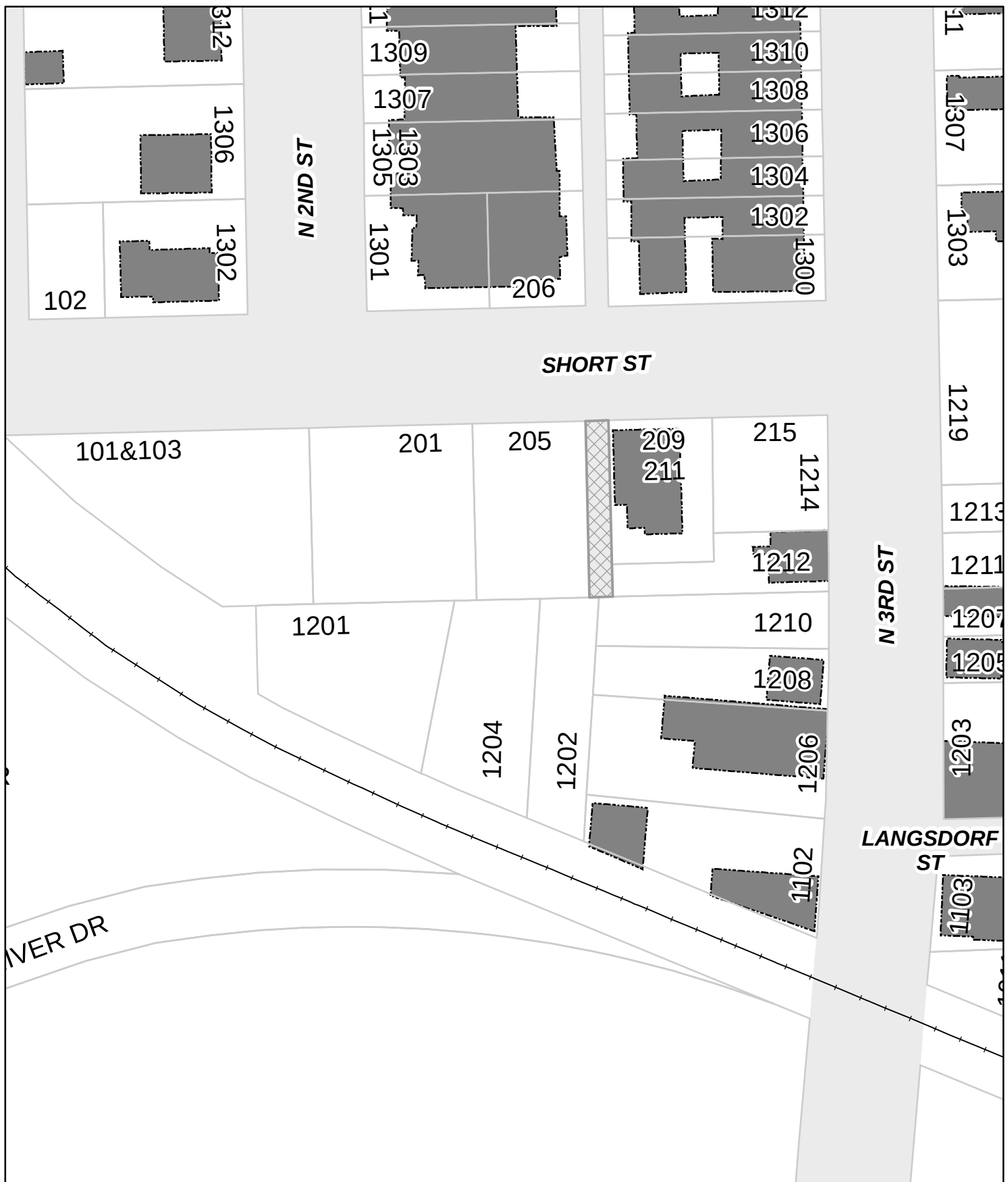
Mayor Rosenberg called the meeting to order at approximately 5:00 p.m. noting that a quorum was present.

Discussion and possible action on vacating and discontinuing an unpaved alley abutting 205 and 209-211 Short Street, 1202, 1210 and 1212 North 3rd Street.

Brueggeman motioned to vacate and discontinue an unpaved alley abutting 205 and 209-211 Short Street, 1202, 1210 and 1212 North 3rd Street. Bornemann seconded.

The motion carried unanimously 7-0. This item will go to Common Council on August 10, 2021.

AGENDA ITEM
Public Hearing: Discussion and possible action on vacating and discontinuing an unpaved alley abutting 205 and 209-211 Short Street, 1202, 1210 and 1212 North 3 rd Street
BACKGROUND
This section of alley is proposed to be vacated. The redevelopment of this area makes this alley no longer functional.
FISCAL IMPACT
Minimal, the area vacated by the alley would revert back to the abutting land owners.
STAFF RECOMMENDATION
Staff has no objection to vacating the alley as shown on the map.
Staff contact: Allen Wesolowski 715-261-6762



0 25 50 100 Feet

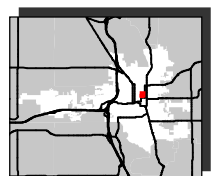
Map Date: April 29, 2021

CITY OF WAUSAU

Marathon County, Wisconsin

Legend

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



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

RESOLUTION OF THE ECONOMIC DEVELOPMENT COMMITTEE

Approving City's Waiver of First Right of Refusal to Repurchase property at 400 S. 86th Avenue from Cannistra Properties LLC to Quality Time Custom Fit Linens LLC

Committee Action: Approved 5-0

Fiscal Impact: None

File Number: 99-0626

Date Introduced: August 10, 2021

FISCAL IMPACT SUMMARY

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

RESOLUTION

WHEREAS, Cannistra Properties LLC have entered into a Purchase and Sale Agreement for \$489,000 to transfer 400 S. 86th Avenue to Quality Time Custom Fit Linens LLC for continued growth and expansion; and

WHEREAS, deed restrictions on the property give the City first right of refusal to repurchase the property; and

WHEREAS, the City continues to have no said interest in repurchasing the named property; and

WHEREAS, your Economic Development Committee, at their August 3, 2021 meeting, considered the matter and wishes to decline to exercise the right to repurchase the property.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Wausau that the City hereby declines to exercise its right to repurchase the property at 400 S. 86th Avenue in the Wausau Business Campus in order to allow the transfer of title of the property to Quality Time Custom Fit Linens LLC.

BE IT FURTHER RESOLVED by the Common Council of the City of Wausau that the Mayor and Clerk are hereby authorized to execute an appropriate Waiver of First Right of Refusal to Repurchase Property and execute all documents reasonably necessary to consummate the transaction contemplated by the Purchase and Sale Agreement.

Approved:

Katie Rosenberg, Mayor

MINUTES

Economic Development Committee Meeting

Date / time Tuesday, August 3, 2021 at 5:15 P.M. | *Meeting called to order by* Neal at 5:15 P.M.

In Attendance

Members Present: Tom Neal (ED chair), Sarah Watson, Becky McElhaney, Lisa Rasmussen, and Tom Kilian

Others Present: Mayor Katie Rosenberg, Lou Larson, Brad Lenz, Anne Jacobson, Shannon Graff, Samuel Wessel

Agenda Item #2 – Discussion and possible action on Waiver of Right to First Refusal at 400 S 86th Avenue from Cannistra Properties LLC to Quality Time Custom Fit Linens, LLC

Atty. Jacobson presented on the agenda item. Jacobson explained there is a deed restriction in the business campus that requires when a business receives an accepted offer from a non-related entity they have to offer it to the city at the contracted purchase price.

Rasmussen motioned to approve the waiver. Seconded by McElhaney. Committee voted and motion carried 5-0.

CANNISTRA PROPERTIES LLC



07/13/2021

To: City of Wausau

From: Cannistra Properties LLC

We have an offer to purchase from Quality Time Custom Fit Linens LLC for our building at 400 S 86th Avenue Wausau, WI 54401 in the amount of \$489,000. This letter is to offer you the right of first refusal for the above listed property. Please notify us as soon as possible if you intend to exercise your right to purchase.

Thank You,

Mary T. Cannistra, Member

Charles and Mary Cannistra

Members Cannistra Properties LLC

P.O. Box 955

Boulder Junction, WI 54512-0955

715-573-3281/715-573-3287

Approved by Wisconsin Real Estate Examining Board
10-1-15 (Optional Use Date) 1-1-16 (Mandatory Use Date)

WISCONSIN REALTORS® ASSOCIATION
4801 Forest Run Road
Madison, Wisconsin 53704

WB-44 COUNTER-OFFER

Counter-Offer No. 1 by (Buyer/Seller) **STRIKE ONE**

NOTE: Number this Counter-Offer sequentially, e.g. Counter-Offer No. 1 by Seller, Counter-Offer No. 2 by Buyer, etc.

1 The Offer to Purchase dated 07/07/2021 and signed by Buyer QUALITY TIME CUSTOM FIT LINENS LLC
2 for purchase of real estate at 400 S 86TH AVENUE WAUSAU, WI 54401

3 _____ is rejected and the following Counter-Offer is hereby made.
4 **CAUTION: This Counter-Offer does not include the terms or conditions in any other counter-offer or multiple**
5 **counter-proposal unless incorporated by reference.**

6 All terms and conditions remain the same as stated in the Offer to Purchase except the following:
7 **BUYER IS QUALITY TIME CUSTOM FIT LINENS LLC**

8 _____
9 **LINE 20: SATELLITE DISHES ARE NOT INCLUDED AND WILL REMAIN ON THE PROPERTY, BUYER SHALL**
10 **DECIDE IF THEY WANT TO CONTINUE WORKING WITH NETWORK PROFESSIONALS AND ALLOW THEM TO**
11 **REMAIN ON THE BUILDING POST CLOSING.**

12 _____
13 **LINE 44 CLOSING DATE: "AUGUST 20TH 2021" IS REMOVED AND REPLACED WITH "SEPTEMBER 7TH 2021"**

14 _____
15 **LINE 625-626 ARE REMOVED FROM THE OFFER. THE METAL FRAMING IN OFFICE STORAGE ROOM SHALL**
16 **NOT BE REMOVED.**

17 _____
18 **THIS OFFER IS CONTINGENT UPON THE SELLER OBTAINING A WRITTEN LEASE TERMINATION AGREEMENT**
19 **FROM THE CURRENT TENANT PRIOR TO CLOSING.**

20 _____
21 _____
22 _____
23 _____
24 _____
25 _____
26 _____
27 _____
28 The attached COUNTY LAND AND TITLE ESCROW AGREEMENT is/are made part of this Counter-Offer.
29 Any warranties, covenants and representations made in this Counter-Offer survive the closing of this transaction.
30 This Counter-Offer is binding upon Seller and Buyer only if a copy of the accepted Counter-Offer is delivered to the
31 Party making the Counter-Offer on or before July 9, 2021
32 (Time is of the Essence). Delivery of the accepted Counter-Offer may be made in any manner specified in the Offer to
33 Purchase, unless otherwise provided in this Counter-Offer.
34 **NOTE: The Party making this Counter-Offer may withdraw the Counter-Offer prior to acceptance and delivery**
35 **as provided at lines 30-33.**

36 This Counter-Offer was drafted by BRADLEY WOLDT WOLDT COMMERCIAL REALTY LLC on 07/08/2021.

37 DocuSigned by: _____ Licensee and Firm 7/8/2021

38 (x) Charles Cannistra _____ Date 7/8/2021
39 Signature of Party Making Counter-Offer
40 Print name Charles Cannistra

41 DocuSigned by: Cannistra Properties, LLC _____ Date 7/8/2021

42 (x) Mary Cannistra _____ Date 7/8/2021
43 Signature of Party Making Counter-Offer
44 Print name Mary Cannistra

45 Cannistra Properties, LLC

46 This Counter-Offer was presented by DAVE OLSON RE/MAX EXCEL on 7/08/2021.

47 _____ Licensee and Firm 7/08/2021

48 This Counter-Offer is (rejected) (countered) **STRIKE ONE** (Party's Initials) _____ (Party's Initials) _____

49 **NOTE: Provisions from a previous Counter-Offer may be included by reproduction of the entire provision or**
50 **incorporation by reference. Provisions incorporated by reference may be indicated in the subsequent Counter-**
51 **Offer by specifying the number of the provision or the lines containing the provision. In transactions involving**
52 **more than one Counter-Offer, the Counter-Offer referred to should be clearly specified.**

Approved by the Wisconsin Real Estate Examining Board
1-1-2021 (Optional Use Date) 2-1-2021 (Mandatory Use Date)

RE/MAX Excel
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WB-15 COMMERCIAL OFFER TO PURCHASE

1 LICENSEE DRAFTING THIS OFFER ON July 7, 2021 [DATE] IS (AGENT OF BUYER)
2 (~~AGENT OF SELLER/LISTING FIRM~~) (~~AGENT OF BUYER AND SELLER~~) **STRIKE THOSE NOT APPLICABLE**
3 The Buyer, Quality Time Custom Fit Linens LLC,
4 offers to purchase the Property known as 400 S 86TH AVENUE
5 WAUSAU, WI
6 [e.g., Street Address, Parcel Number(s), legal description, or insert additional description, if any, at lines 620-
7 650, or attach as an addendum per line 676] in the CITY of WAUSAU, County
8 of MARATHON Wisconsin, on the following terms:
9 **PURCHASE PRICE** The purchase price is FOUR HUNDRED EIGHTY NINE THOUSAND
10 AND 00/100 Dollars (\$ 489,000).
11 **INCLUDED IN PURCHASE PRICE** Included in purchase price is the Property, all Fixtures on the Property as of the date
12 stated on line 1 of this Offer (unless excluded at lines 20-23), and the following additional items:
13 Office Furniture
14
15
16 All personal property included in purchase price will be transferred by bill of sale or _____
17 **NOTE: The terms of this Offer, not the listing contract or marketing materials, determine what items are included**
18 **or not included.**
19 **NOT INCLUDED IN PURCHASE PRICE** Not included in purchase price is Seller's personal property (unless included at
20 lines 12-15) and the following:
21
22
23
24 **CAUTION: Identify trade fixtures owned by tenant, if applicable, and Fixtures that are on the Property (see lines 26-**
25 **34) to be excluded by Seller or that are rented and will continue to be owned by the lessor.**
26 "Fixture" is an item of property which is physically attached to or so closely associated with land or improvements so as to
27 be treated as part of the real estate, including, without limitation, physically attached items not easily removable without
28 damage to the premises, items specifically adapted to the premises and items customarily treated as fixtures, including, but
29 not limited to, all: garden bulbs; plants; shrubs and trees; screen and storm doors and windows; electric lighting fixtures;
30 window shades; curtain and traverse rods; blinds and shutters; central heating and cooling units and attached equipment;
31 water heaters and treatment systems; sump pumps; attached or fitted floor coverings; awnings; attached antennas; garage
32 door openers and remote controls; installed security systems; central vacuum systems and accessories; in-ground sprinkler
33 systems and component parts; built-in appliances; ceiling fans; fences; storage buildings on permanent foundations and
34 docks/piers on permanent foundations. A Fixture does not include trade fixtures owned by tenants of the Property.
35 **CAUTION: Exclude Fixtures not owned by Seller such as rented fixtures. See lines 20-23.**
36 **BINDING ACCEPTANCE** This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer
37 on or before JULY 9, 2021. Seller may keep the Property
38 on the market and accept secondary offers after binding acceptance of this Offer.
39 **CAUTION: This Offer may be withdrawn prior to delivery of the accepted Offer.**
40 **ACCEPTANCE** Acceptance occurs when all Buyers and Sellers have signed one copy of the Offer, or separate but identical
41 copies of the Offer.
42 **CAUTION: Deadlines in the Offer are commonly calculated from acceptance. Consider whether short term**
43 **deadlines running from acceptance provide adequate time for both binding acceptance and performance.**
44 **CLOSING** This transaction is to be closed on August 20, 2021
45 _____ at the place selected by Seller,
46 unless otherwise agreed by the Parties in writing. If the date for closing falls on Saturday, Sunday, or a federal or a state
47 holiday, the closing date shall be the next Business Day.
48 **CAUTION: To reduce the risk of wire transfer fraud, any wiring instructions received should be independently**
49 **verified by phone or in person with the title company, financial institution, or entity directing the transfer. The real**
50 **estate licensees in this transaction are not responsible for the transmission or forwarding of any wiring or money**
51 **transfer instructions.**
52 **EARNEST MONEY**
53 ■ EARNEST MONEY of \$ - 0 - accompanies this Offer.
54 If Offer was drafted by a licensee, receipt of the earnest money accompanying this Offer is acknowledged.
55 ■ EARNEST MONEY of \$ \$5,000 will be mailed, or commercially, electronically
56 or personally delivered within 5 days ("5" if left blank) after acceptance.

Property Address:

400 S 86TH AVENUE WAUSAU, WI

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57 All earnest money shall be delivered to and held by (~~listing Firm~~) (drafting Firm) (other identified as58 COUNTY LAND AND TITLE) STRIKE THOSE NOT APPLICABLE

59 (listing Firm if none chosen; if no listing Firm, then drafting Firm; if no Firm then Seller).

60 **CAUTION: If a Firm does not hold earnest money, an escrow agreement should be drafted by the Parties or an**
61 **attorney as lines 64-84 do not apply. If someone other than Buyer pays earnest money, consider a special**
62 **disbursement agreement.**63 ■ **THE BALANCE OF PURCHASE PRICE** will be paid in cash or equivalent at closing unless otherwise agreed in writing.
64 ■ **DISBURSEMENT IF EARNEST MONEY HELD BY A FIRM:** If negotiations do not result in an accepted offer and the
65 earnest money is held by a Firm, the earnest money shall be promptly disbursed (after clearance from payer's depository
66 institution if earnest money is paid by check) to the person(s) who paid the earnest money. At closing, earnest money shall
67 be disbursed according to the closing statement. If this Offer does not close, the earnest money shall be disbursed according
68 to a written disbursement agreement signed by all Parties to this Offer. If said disbursement agreement has not been
69 delivered to the Firm holding the earnest money within 60 days after the date set for closing, that Firm may disburse the
70 earnest money: (1) as directed by an attorney who has reviewed the transaction and does not represent Buyer or Seller;
71 (2) into a court hearing a lawsuit involving the earnest money and all Parties to this Offer; (3) as directed by court order; (4)
72 upon authorization granted within this Offer; or (5) any other disbursement required or allowed by law. The Firm may retain
73 legal services to direct disbursement per (1) or to file an interpleader action per (2) and the Firm may deduct from the
74 earnest money any costs and reasonable attorneys' fees, not to exceed \$250, prior to disbursement.75 ■ **LEGAL RIGHTS/ACTION:** The Firm's disbursement of earnest money does not determine the legal rights of the Parties
76 in relation to this Offer. Buyer's or Seller's legal right to earnest money cannot be determined by the Firm holding the earnest
77 money. At least 30 days prior to disbursement per (1), (4) or (5) above, where the Firm has knowledge that either Party
78 disagrees with the disbursement, the Firm shall send Buyer and Seller written notice of the intent to disburse by certified
79 mail. If Buyer or Seller disagrees with the Firm's proposed disbursement, a lawsuit may be filed to obtain a court order
80 regarding disbursement. Small Claims Court has jurisdiction over all earnest money disputes arising out of the sale of
81 residential property with one-to-four dwelling units. Buyer and Seller should consider consulting attorneys regarding their
82 legal rights under this Offer in case of a dispute. Both Parties agree to hold the Firm harmless from any liability for good
83 faith disbursement of earnest money in accordance with this Offer or applicable Department of Safety and Professional
84 Services regulations concerning earnest money. See Wis. Admin. Code Ch. REEB 18.85 **TIME IS OF THE ESSENCE** "Time is of the Essence" as to: (1) earnest money payment(s); (2) binding acceptance; (3)
86 occupancy; (4) date of closing; (5) contingency Deadlines STRIKE AS APPLICABLE and all other dates and Deadlines in
87 this Offer except:88 _____ . If "Time is of the Essence" applies to a date or Deadline,
89 failure to perform by the exact date or Deadline is a breach of contract. If "Time is of the Essence" does not apply to a date
90 or Deadline, then performance within a reasonable time of the date or Deadline is allowed before a breach occurs.91 **PROPERTY CONDITION REPRESENTATIONS** Seller represents to Buyer that as of the date of acceptance Seller has
92 no notice or knowledge of Conditions Affecting the Property or Transaction (lines 104-173) other than those identified in
93 Seller's disclosure report dated JUNE 30, 2021 and a Real Estate Condition Report, if applicable, dated
94 _____, which was/were received by Buyer prior to Buyer signing this Offer and which is/are made a part of this
95 offer by reference COMPLETE DATE OR STRIKE AS APPLICABLE and _____96 _____
97 _____
98 INSERT CONDITIONS NOT ALREADY INCLUDED IN THE DISCLOSURE OR CONDITION REPORT(S).99 **CAUTION: If the Property includes 1-4 dwelling units, a Real Estate Condition Report containing the disclosures**
100 **provided in Wis. Stat. § 709.03 may be required. Excluded from this requirement are sales of property that has**
101 **never been inhabited, sales exempt from the real estate transfer fee, and sales by certain court-appointed**
102 **fiduciaries, for example, personal representatives, who have never occupied the Property. Buyer may have**
103 **rescission rights per Wis. Stat. § 709.05.**

104 "Conditions Affecting the Property or Transaction" are defined to include:

105 a. Defects in the structure or structural components on the Property, e.g. roof, foundation (including cracks, seepage, and
106 bulges), basement or other walls.107 b. Defects in mechanical systems, e.g. HVAC (including the air filters and humidifiers), electrical, plumbing, septic, wells,
108 fire safety, security or lighting.109 c. Defects in a well on the Property or in a well that serves the Property, including unsafe well water, a joint well serving
110 the Property or any Defect related to a joint well serving the Property.

111 d. Water quality issues caused by unsafe concentrations of or unsafe conditions relating to lead.

112 e. Defects in septic system or other private sanitary disposal system on or serving the Property or any out-of-service
113 septic system serving the Property not closed or abandoned according to applicable regulations.114 f. Underground or aboveground storage tanks presently or previously on the Property for storage of flammable or
115 combustible liquids, including but not limited to gasoline and heating oil, or any Defects in such tanks presently or previously
116 on the Property; LP tanks on the Property or any defects in such LP tanks.

114 g. Defect or contamination caused by unsafe concentrations of, or unsafe conditions relating to, lead in paint, lead in soil,

Property Address: 400 S 86th AVENUE WAUSAU, WI

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- 118 presence of asbestos or asbestos-containing materials, radon, radium in water supplies, mold, pesticides or other potentially
119 hazardous or toxic substances on the Property.
- 120 h. Manufacture of or spillage of methamphetamine (meth) or other hazardous or toxic substances on the Property.
- 121 i. Zoning or building code violations, any land division involving the Property for which required state or local permits had
122 not been obtained, nonconforming structures or uses, conservation easements.
- 123 j. Special purpose district, such as a drainage district, lake district, sanitary district or sewer district, that has the authority
124 to impose assessments against the real property located within the district.
- 125 k. Proposed, planned or commenced construction of public improvements which may result in special assessments or
126 otherwise materially affect the Property or the present use of the Property.
- 127 l. Federal, state or local regulations requiring repairs, alterations or corrections of an existing condition, such as orders to
128 correct building code violations.
- 129 m. Flooding, standing water, drainage problems or other water problems on or affecting the Property.
- 130 n. Material damage from fire, wind, floods, earthquake, expansive soils, erosion or landslides.
- 131 o. Nearby airports, freeways, railroads or landfills, or significant odor, noise, water intrusion or other irritants emanating
132 from neighboring property.
- 133 p. Current or previous termite, powder post beetle, or carpenter ant infestations or Defects caused by animal, reptile, or
134 insect infestations.
- 135 q. Property or portion of the Property in a floodplain, wetland or shoreland zoning area under local, state or federal
136 regulations.
- 137 r. Property is subject to a mitigation plan required under administrative rules of the department of Natural Resources
138 related to county shoreland zoning ordinances, which obligates the owner of the Property to establish or maintain certain
139 measures related to shoreland conditions and which is enforceable by the county.
- 140 s. Nonowners having rights to use part of the Property, other than public rights-of-way, including, but not limited to, private
141 rights-of-way and private easements, other than recorded utility easements; lack of legal access or access restrictions;
142 restrictive covenants and deed restrictions; shared fences, walls, wells, driveways, signage or other shared usages; or
143 leased parking.
- 144 t. Boundary or lot line disputes, encroachments, or encumbrances affecting the Property.
- 145 u. High voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the
146 Property.
- 147 v. Structure on the Property designated as a historic building, all or any part of the Property located in a historic district, or
148 burial sites or archeological artifacts on the Property.
- 149 w. All or part of the land has been assessed as agricultural land, the owner has been assessed a use-value conversion
150 charge or the payment of a use-value conversion charge has been deferred.
- 151 x. All or part of the Property is subject to, enrolled in or in violation of a certified farmland preservation zoning district or a
152 farmland preservation agreement, or a Forest Crop, Managed Forest Law (see disclosure requirements in Wis. Stat. §
153 710.12), Conservation Reserve or a comparable program.
- 154 y. A pier is attached to the Property that is not in compliance with state or local pier regulations, a written agreement
155 affecting riparian rights related to the Property; or the bed of the abutting navigable waterway is owned by a hydroelectric
156 operator.
- 157 z. A dam is totally or partially located on the Property; or an ownership interest in a dam not located on the Property will
158 be transferred with the Property because the dam is owned collectively by a homeowners' association, lake district, or
159 similar group of which the Property owner is a member.
- 160 aa. Government investigation or private assessment/audit of environmental matters conducted.
- 161 bb. Presence of or a Defect caused by unsafe concentrations of, unsafe conditions relating to, or the storage of hazardous
162 or toxic substances on neighboring properties.
- 163 cc. Owner's receipt of notice of property tax increases, other than normal annual increases, or notice or knowledge of a
164 pending property reassessment, remodeling that may increase the property's assessed value, or pending special
165 assessments.
- 166 dd. Agreements that bind subsequent owners of the property, such as a lease agreement or an extension of credit from
167 an electric cooperative.
- 168 ee. Remodeling, replacements, or repairs affecting the Property's structure or mechanical systems that were done or
169 additions to the Property that were made during the owner's period of ownership without the required permits.
- 170 ff. Rented items located on the Property or items affixed to or closely associated with the Property.
- 171 gg. Owner is a foreign person as defined in the Foreign Investment in Real Property Tax Act in 26 IRC § 1445(f).
- 172 hh. Other Defects affecting the Property, including, without limitation, drainage easement or grading problems; or excessive
173 sliding, settling, earth movement or upheavals.

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174 **PROPOSED USE CONTINGENCIES:** This Offer is contingent upon Buyer obtaining, at Buyer's expense, the reports or
 175 documentation required by any optional provisions checked on lines 185-197 below. The optional provisions checked on
 176 lines 185-197 shall be deemed satisfied unless Buyer, within _____ days ("30" if left blank) after acceptance, delivers: (1)
 177 written notice to Seller specifying those optional provisions checked below that cannot be satisfied and (2) written evidence
 178 substantiating why each specific provision referred to in Buyer's notice cannot be satisfied. Upon delivery of Buyer's notice,
 179 this Offer shall be null and void. Seller agrees to cooperate with Buyer as necessary to satisfy the contingency provisions
 180 checked at lines 185-197.

181 **Proposed Use:** Buyer is purchasing the Property for the purpose of: SHEET FABRIC AND LINEN
 182 FABRICATION AND PACKAGING.

183 _____ [insert proposed use and type and
 184 size of building, if applicable; e.g. restaurant/tavern with capacity of 350 and 3 second floor dwelling units].

185 ☒ **ZONING:** Verification of zoning and that the Property's zoning allows Buyer's proposed use described at lines
 186 181-183.

187 ☒ **EASEMENTS AND RESTRICTIONS:** Copies of all public and private easements, covenants and restrictions
 188 affecting the Property and a written determination by a qualified independent third party that none of these prohibit or
 189 significantly delay or increase the costs of the proposed use or development identified at lines 181-183.

190 ☒ **APPROVALS:** All applicable governmental permits, approvals and licenses, as necessary and appropriate, or
 191 the final discretionary action by the granting authority prior to the issuance of such permits, approvals and licenses, for
 192 the following items related to Buyer's proposed use: _____

193 _____ or delivering written notice
 194 to Seller if the item(s) cannot be obtained or can only be obtained subject to conditions which significantly increase the
 195 cost of Buyer's proposed use described at lines 181-183.

196 ☐ **ACCESS TO PROPERTY:** Written verification that there is legal vehicular access to the Property from public
 197 roads.

198 ☐ **LAND USE APPROVAL/PERMITS:** This Offer is contingent upon (Buyer)(Seller) STRIKE ONE ("Buyer" if neither
 199 stricken) obtaining the following, including all costs: a CHECK ALL THAT APPLY ☐ rezoning; ☐ conditional use permit;
 200 ☐ variance; other _____ for the Property for its proposed use described at lines 181-183.
 201 Seller agrees to cooperate with Buyer as necessary to satisfy this contingency. Buyer shall deliver, within _____ days of
 202 acceptance, written notice to Seller if any item cannot be obtained, in which case this Offer shall be null and void.

203 ☐ **MAP OF THE PROPERTY:** This Offer is contingent upon (Buyer obtaining) (Seller providing) STRIKE ONE ("Seller
 204 providing" if neither is stricken) a _____ survey
 205 (ALTA/NSPS Land Title Survey if survey type is not specified) dated subsequent to the date of acceptance of this Offer and
 206 prepared by a registered land surveyor, within _____ days ("30" if left blank) after acceptance, at (Buyer's)
 207 (Seller's) STRIKE ONE ("Seller's" if neither is stricken) expense. The map shall show minimum of _____ acres,
 208 maximum of _____ acres, the legal description of the Property, the Property's boundaries and dimensions, visible
 209 encroachments upon the Property, the location of improvements, if any, and: _____

211 STRIKE AND COMPLETE AS APPLICABLE Additional map features which may be added include, but are not limited to:
 212 staking of all corners of the Property; identifying dedicated and apparent streets; lot dimensions; total acreage or square
 213 footage; utility installations; easements or rights-of-way. Such survey shall be in satisfactory form and accompanied by any
 214 required surveyor's certificate sufficient to enable Buyer to obtain removal of the standard survey exception(s) on the title
 215 policy.

216 **CAUTION: Consider the cost and the need for map features before selecting them. Also consider the time required**
 217 **to obtain the map when setting the deadline.**

218 This contingency shall be deemed satisfied unless Buyer, within 5 days after the deadline for delivery of said map, delivers
 219 to Seller a copy of the map and a written notice which identifies: (1) a significant encroachment; (2) information materially
 220 inconsistent with prior representations; (3) failure to meet requirements stated within this contingency; or (4) the existence
 221 of conditions that would prohibit the Buyer's intended use of the Property described at lines 181-183. Upon delivery of
 222 Buyer's notice, this Offer shall be null and void. Once the deadline for delivery has passed, if Seller was responsible to
 223 provide the map and failed to timely deliver the map to Buyer, Buyer may terminate this Offer if Buyer delivers a written
 224 notice of termination to Seller prior to Buyer's Actual Receipt of said map from Seller.

225 ☐ **DOCUMENT REVIEW CONTINGENCY:** This Offer is contingent upon Seller delivering the following documents to
 226 Buyer within _____ days ("30" if left blank) after acceptance: CHECK THOSE THAT APPLY; STRIKE AS APPROPRIATE

227 ☐ Documents evidencing the sale of the Property has been properly authorized, if Seller is a business entity
 228 ☐ A complete inventory of all furniture, fixtures, equipment and other personal property included in this transaction which
 229 is consistent with representations made prior to and in this Offer.

230 ☐ Uniform Commercial Code lien search as to the personal property included in the purchase price, showing the Property
 231 to be free and clear of all liens, other than liens to be released prior to or at closing.

232 ☐ Rent roll.

233 ☐ Other _____

234

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235 Additional items which may be added include, but are not limited to: building, construction or component warranties,
236 previous environmental site assessments, surveys, title commitments and policies, maintenance agreements, other
237 contracts relating to the Property, existing permits and licenses, recent financial operating statements, current and future
238 rental agreements, notices of termination and non-renewal, and assessment notices.

239 All documents Seller delivers to Buyer shall be true, accurate, current and complete. Buyer shall keep all such documents
240 confidential and disclose them to third parties only to the extent necessary to implement other provisions of this Offer. Buyer
241 shall return all documents (originals and any reproductions) to Seller if this Offer is terminated.

242 ■ **CONTINGENCY SATISFACTION:** This contingency shall be deemed satisfied unless Buyer, within _____ days ("5" if left
243 blank) after the deadline for delivery of the documents, delivers to Seller a written notice indicating this contingency has not
244 been satisfied. Such notice shall identify which document(s) have not been timely delivered or do not meet the standard set
245 forth for the document(s). Upon delivery of such notice, this Offer shall be null and void.

246 ■ **ENVIRONMENTAL EVALUATION CONTINGENCY:** This Offer is contingent upon a qualified independent
247 environmental consultant of Buyer's choice conducting an Environmental Site Assessment of the Property (see lines 274-
248 291), at (Buyer's) (Seller's) expense ~~STRIKE ONE~~ ("Buyer's" if neither is stricken), which discloses no Defects.

249 **NOTE: "Defect" as defined on lines 523-525 means a condition that would have a significant adverse effect on the**
250 **value of the Property; that would significantly impair the health or safety of future occupants of the Property; or**
251 **that if not repaired, removed or replaced would significantly shorten or adversely affect the expected normal life**
252 **of the premises.**

253 For the purpose of this contingency, a Defect is defined to also include a material violation of environmental laws, a material
254 contingent liability affecting the Property arising under any environmental laws, the presence of an underground storage
255 tank(s) or material levels of hazardous substances either on the Property or presenting a significant risk of contaminating
256 the Property due to future migration from other properties. Defects do not include conditions the nature and extent of which
257 Buyer had actual knowledge or written notice before signing the Offer.

258 ■ **CONTINGENCY SATISFACTION:** This contingency shall be deemed satisfied unless Buyer, within _____ days ("30" if
259 left blank) after acceptance, delivers to Seller a copy of the Environmental Site Assessment report and a written notice
260 listing the Defect(s) identified in the Environmental Site Assessment report to which Buyer objects (Notice of Defects).

261 **CAUTION: A proposed amendment is not a Notice of Defects and will not satisfy this notice requirement.**

262 ■ **RIGHT TO CURE:** Seller (shall) (shall not) ~~STRIKE ONE~~ ("shall" if neither is stricken) have a right to cure the Defects.
263 If Seller has the right to cure, Seller may satisfy this contingency by:

264 (1) delivering written notice to Buyer within _____ ("10" if left blank) days after Buyer's delivery of the Notice of
265 Defects stating Seller's election to cure Defects;

266 (2) curing the Defects in a good and workmanlike manner; and

267 (3) delivering to Buyer a written report detailing the work done no later than three days prior to closing.

268 This Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written Environmental Site
269 Assessment report and:

270 (1) Seller does not have a right to cure; or

271 (2) Seller has a right to cure but:

272 (a) Seller delivers written notice that Seller will not cure; or

273 (b) Seller does not timely deliver the written notice of election to cure.

274 ■ **ENVIRONMENTAL SITE ASSESSMENT:** An "Environmental Site Assessment" (also known as a "Phase I Site Assessment")
275 may include, but is not limited to: (1) an inspection of the Property; (2) a review of the ownership and use history of the
276 Property, including a search of title records showing private ownership of the Property for a period of 80 years prior to the
277 visual inspection; (3) a review of historic and recent aerial photographs of the Property, if available; (4) a review of
278 environmental licenses, permits or orders issued with respect to the Property (5) an evaluation of results of any
279 environmental sampling and analysis that has been conducted on the Property; and (6) a review to determine if the Property
280 is listed in any of the written compilations of sites or facilities considered to pose a threat to human health or the environment
281 including the National Priorities List, the Department of Nature Resources' (DNR) Registry of Waste Disposal Sites, the
282 DNR's Contaminated Lands Environmental Action Network, and the DNR's Remediation and Redevelopment (RR) Sites
283 Map including the Geographical Information System (GIS) Registry and related resources. Any Environmental Site
284 Assessment performed under this Offer shall comply with generally recognized industry standards (e.g. current American
285 Society of Testing and Materials "Standard Practice for Environmental Site Assessments"), and state and federal guidelines,
286 as applicable.

287 **CAUTION: Unless otherwise agreed an Environmental Site Assessment does not include subsurface testing of the**
288 **soil or groundwater or other testing of the Property for environmental pollution. If further investigation is required,**
289 **insert provisions for a Phase II Site Assessment (collection and analysis of samples), Phase III Environmental Site**
290 **Assessment (evaluation of remediation alternatives) or other site evaluation at lines 620-650 or attach as an**
291 **addendum per line 676.**

292 **INSPECTIONS AND TESTING:** Buyer may only conduct inspections or tests if specific contingencies are included as a
293 part of this Offer. An "inspection" is defined as an observation of the Property, which does not include an appraisal or testing
294 of the Property, other than testing for leaking carbon monoxide, or testing for leaking LP gas or natural gas used as a fuel
295 source, which are hereby authorized. A "test" is defined as the taking of samples of materials such as soils, water, air or

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296 building materials from the Property for laboratory or other analysis of these materials. Seller agrees to allow Buyer's
 297 inspectors, testers and appraisers reasonable access to the Property upon advance notice, if necessary, to satisfy the
 298 contingencies in this Offer. Buyer or licensees or both may be present at all inspections and testing. Except as otherwise
 299 provided, Seller's authorization for inspections does not authorize Buyer to conduct testing of the Property.

300 **NOTE: Any contingency authorizing testing should specify the areas of the Property to be tested, the purpose of**
 301 **the test (e.g., to determine if environmental contamination is present), any limitations on Buyer's testing and any**
 302 **other material terms of the contingency.**

303 Buyer agrees to promptly restore the Property to its original condition after Buyer's inspections and testing are completed
 304 unless otherwise agreed to with Seller. Buyer agrees to promptly provide copies of all inspection and testing reports to
 305 Seller. Seller acknowledges that certain inspections or tests may detect environmental pollution which may be required to
 306 be reported to the Wisconsin Department of Natural Resources.

307 ☒ **INSPECTION CONTINGENCY:** This contingency only authorizes inspections, not testing (see lines 292-306).

308 (1) This Offer is contingent upon a qualified independent inspector(s) conducting an inspection(s) of the Property which
 309 discloses no Defects.

310 (2) This Offer is further contingent upon a qualified independent inspector or Independent qualified third party performing an
 311 an inspection of _____

312
 313 (list any Property feature(s) to be separately inspected, e.g., dumpsite, etc.) which discloses no Defects.

314 (3) Buyer may have follow-up inspections recommended in a written report resulting from an authorized inspection,
 315 provided they occur prior to the Deadline specified at line 320. Each inspection shall be performed by a qualified
 316 independent inspector or independent qualified third party.

317 Buyer shall order the inspection(s) and be responsible for all costs of inspection(s).

318 **CAUTION: Buyer should provide sufficient time for the primary inspection and/or any specialized inspection(s), as**
 319 **well as any follow-up inspection(s).**

320 This contingency shall be deemed satisfied unless Buyer, within _____ days ("20" if left blank) after acceptance, delivers
 321 to Seller a copy of the inspection report(s) dated after the date on line 1 of this Offer and a written notice listing the Defect(s)
 322 identified in the inspection report(s) to which Buyer objects (Notice of Defects).

323 **CAUTION: A proposed amendment is not a Notice of Defects and will not satisfy this notice requirement.**

324 For the purpose of this contingency, Defects do not include conditions the nature and extent of which Buyer had actual
 325 knowledge or written notice before signing the Offer.

326 **NOTE: "Defect" as defined on lines 523-525 means a condition that would have a significant adverse effect on the**
 327 **value of the Property; that would significantly impair the health or safety of future occupants of the Property; or**
 328 **that if not repaired, removed or replaced would significantly shorten or adversely affect the expected normal life**
 329 **of the premises.**

330 ☒ **RIGHT TO CURE:** Seller (shall)(shall not) STRIKE ONE ("shall" if neither is stricken) have the right to cure the Defects.
 331 If Seller has the right to cure, Seller may satisfy this contingency by:

332 (1) delivering written notice to Buyer within 10 days of Buyer's delivery of the Notice of Defects stating Seller's election to
 333 cure Defects;

334 (2) curing the Defects in a good and workmanlike manner; and

335 (3) delivering to Buyer a written report detailing the work done no later than three days prior to closing.

336 This Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written inspection report(s) and:

337 (1) Seller does not have the right to cure; or

338 (2) Seller has the right to cure but:

339 (a) Seller delivers written notice that Seller will not cure; or

340 (b) Seller does not timely deliver the written notice of election to cure.

341 **IF LINE 342 IS NOT MARKED OR IS MARKED N/A LINES 392-403 APPLY.**

342 ☒ **FINANCING COMMITMENT CONTINGENCY:** This Offer is contingent upon Buyer being able to obtain a written
 343 COMMERCIAL [loan type or specific lender, if any] first mortgage loan commitment as described
 344 below, within 30 days after acceptance of this Offer. The financing selected shall be in an amount of not less than

345 \$ 440,000 for a term of not less than 10 years, amortized over not less than 25 years. Initial
 346 monthly payments of principal and interest shall not exceed \$ 2498. Buyer acknowledges that lender's

347 required monthly payments may also include 1/12th of the estimated net annual real estate taxes, hazard insurance
 348 premiums, and private mortgage insurance premiums. The mortgage shall not include a prepayment premium. Buyer agrees
 349 to pay discount points in an amount not to exceed _____ % ("0" if left blank) of the loan. If Buyer is using multiple loan
 350 sources or obtaining a construction loan or land contract financing, describe at lines 620-650 or in an addendum attached
 351 per line 676. Buyer agrees to pay all customary loan and closing costs, wire fees, and loan origination fees, to promptly
 352 apply for a mortgage loan, and to provide evidence of application promptly upon request of Seller. Seller agrees to allow
 353 lender's appraiser access to the Property.

354 ☒ **LOAN AMOUNT ADJUSTMENT:** If the purchase price under this Offer is modified, any financed amount, unless otherwise
 355 provided, shall be adjusted to the same percentage of the purchase price as in this contingency and the monthly payments
 356 shall be adjusted as necessary to maintain the term and amortization stated above.

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357 CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 358 or 359.**358 ☒ FIXED RATE FINANCING:** The annual rate of interest shall not exceed 5.5 %.**359 ☐ ADJUSTABLE RATE FINANCING:** The initial interest rate shall not exceed _____%. The initial interest rate shall be fixed for _____ months, at which time the interest rate may be increased not more than _____% ("2" if left blank) at the first adjustment and by not more than _____% ("1" if left blank) at each subsequent adjustment. The maximum interest rate during the mortgage term shall not exceed the initial interest rate plus _____% ("6" if left blank). Monthly payments of principal and interest may be adjusted to reflect interest changes.**364 NOTE: If purchase is conditioned on Buyer obtaining financing for operations or development consider adding a contingency for that purpose.****366 ■ SATISFACTION OF FINANCING COMMITMENT CONTINGENCY:** If Buyer qualifies for the loan described in this Offer or another loan acceptable to Buyer, Buyer agrees to deliver to Seller a copy of a written loan commitment. This contingency shall be satisfied if, after Buyer's review, Buyer delivers to Seller a copy of a written loan commitment (even if subject to conditions) that is:**370 (1)** signed by Buyer; or**371 (2)** accompanied by Buyer's written direction for delivery.**372** Delivery of a loan commitment by Buyer's lender or delivery accompanied by a notice of unacceptability shall not satisfy this contingency.**374 CAUTION: The delivered loan commitment may contain conditions Buyer must yet satisfy to obligate the lender to provide the loan. Buyer understands delivery of a loan commitment removes the Financing Commitment Contingency from the Offer and shifts the risk to Buyer if the loan is not funded.****377 ■ SELLER TERMINATION RIGHTS:** If Buyer does not deliver a loan commitment on or before the Deadline on line 344. Seller may terminate this Offer if Seller delivers a written notice of termination to Buyer prior to Seller's Actual Receipt of written loan commitment from Buyer.**380 ■ FINANCING COMMITMENT UNAVAILABILITY:** If a financing commitment is not available on the terms stated in this Offer (and Buyer has not already delivered an acceptable loan commitment for other financing to Seller), Buyer shall promptly deliver written notice to Seller of same including copies of lender(s)' rejection letter(s) or other evidence of unavailability.**384 ☐ SELLER FINANCING:** Seller shall have 10 days after the earlier of:**385 (1)** Buyer delivery of written notice of evidence of unavailability as noted in lines 380-383; or**386 (2)** the Deadline for delivery of the loan commitment set on line 344**387** to deliver to Buyer written notice of Seller's decision to finance this transaction with a note and mortgage under the same terms set forth in this Offer, and this Offer shall remain in full force and effect, with the time for closing extended accordingly. **389** If Seller's notice is not timely given, the option for Seller to provide financing shall be considered waived. Buyer agrees to cooperate with and authorizes Seller to obtain any credit information reasonably appropriate to determine Buyer's credit worthiness for Seller financing.**392 IF THIS OFFER IS NOT CONTINGENT ON FINANCING COMMITMENT** Within _____ days ("7" if left blank) after acceptance, Buyer shall deliver to Seller either:**394 (1)** reasonable written verification from a financial institution or third party in control of Buyer's funds that Buyer has, at the time of verification, sufficient funds to close; or**396 (2)** _____ [Specify documentation Buyer agrees to deliver to Seller].**398** If such written verification or documentation is not delivered, Seller has the right to terminate this Offer by delivering written notice to Buyer prior to Seller's Actual Receipt of a copy of Buyer's written verification. Buyer may or may not obtain mortgage financing but does not need the protection of a financing commitment contingency. Seller agrees to allow Buyer's appraiser access to the Property for purposes of an appraisal. Buyer understands and agrees that this Offer is not subject to the appraisal meeting any particular value, unless this Offer is subject to an appraisal contingency, nor does the right of access for an appraisal constitute a financing commitment contingency.**404 ☒ APPRAISAL CONTINGENCY:** This Offer is contingent upon Buyer or Buyer's lender having the Property appraised at Buyer's expense by a Wisconsin licensed or certified independent appraiser who issues an appraisal report dated subsequent to the date stated on line 1 of this Offer, indicating an appraised value for the Property equal to or greater than the agreed upon purchase price.**408** This contingency shall be deemed satisfied unless Buyer, within 28 days after acceptance, delivers to Seller a copy of the appraisal report indicating an appraised value less than the agreed upon purchase price, and a written notice objecting to the appraised value.**411 ■ RIGHT TO CURE:** Seller (shall)(~~shall not~~) **STRIKE ONE** ("shall" if neither is stricken) have the right to cure.**412** If Seller has the right to cure, Seller may satisfy this contingency by delivering written notice to Buyer adjusting the purchase price to the value shown on the appraisal report within _____ days ("5" if left blank) after Buyer's delivery of the appraisal report and the notice objecting to the appraised value. Seller and Buyer agree to promptly execute an amendment initiated by either Party after delivery of Seller's notice, solely to reflect the adjusted purchase price.

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416 This Offer shall be null and void if Buyer makes timely delivery of the notice objecting to appraised value and the written
 417 appraisal report and:

418 (1) Seller does not have the right to cure; or

419 (2) Seller has the right to cure but:

420 (a) Seller delivers written notice that Seller will not adjust the purchase price; or

421 (b) Seller does not timely deliver the written notice adjusting the purchase price to the value shown on the appraisal
 422 report.

423 ☐ **SECONDARY OFFER:** This Offer is secondary to a prior accepted offer. This Offer shall become primary upon
 424 delivery of written notice to Buyer that this Offer is primary. Unless otherwise provided, Seller is not obligated to give Buyer
 425 notice prior to any Deadline, nor is any particular secondary buyer given the right to be made primary ahead of other
 426 secondary buyers. Buyer may declare this Offer null and void by delivering written notice of withdrawal to Seller prior to
 427 delivery of Seller's notice that this Offer is primary. Buyer may not deliver notice of withdrawal earlier than _____ days ("7"
 428 if left blank) after acceptance of this Offer. All other Offer Deadlines that run from acceptance shall run from the time this
 429 Offer becomes primary.

430 **CLOSING PRORATIONS** The following items, if applicable, shall be prorated at closing, based upon date of closing values:
 431 real estate taxes, rents, prepaid insurance (if assumed), private and municipal charges, property owners or homeowners
 432 association assessments, fuel and _____

434 **CAUTION: Provide basis for utility charges, fuel or other prorations if date of closing value will not be used.**

435 Any income, taxes or expenses shall accrue to Seller, and be prorated at closing, through the day prior to closing.

436 Real estate taxes shall be prorated at closing based on **CHECK BOX FOR APPLICABLE PRORATION FORMULA**:

437 ☒ The net general real estate taxes for the preceding year, or the current year if available (Net general real estate
 438 taxes are defined as general property taxes after state tax credits and lottery credits are deducted). NOTE: THIS CHOICE
 439 APPLIES IF NO BOX IS CHECKED.

440 ☐ Current assessment times current mill rate (current means as of the date of closing).

441 ☐ Sale price, multiplied by the municipality area-wide percent of fair market value used by the assessor in the prior
 442 year, or current year if known, multiplied by current mill rate (current means as of the date of closing).

444 **CAUTION: Buyer is informed that the actual real estate taxes for the year of closing and subsequent years may be**
 445 **substantially different than the amount used for proration especially in transactions involving new construction,**
 446 **extensive rehabilitation, remodeling or area-wide re-assessment. Buyer is encouraged to contact the local**
 447 **assessor regarding possible tax changes.**

448 ☐ Buyer and Seller agree to re-prorate the real estate taxes, through the day prior to closing based upon the taxes on
 449 the actual tax bill for the year of closing, with Buyer and Seller each owing his or her pro-rata share. Buyer shall, within 5
 450 days of receipt, forward a copy of the bill to the forwarding address Seller agrees to provide at closing. The Parties shall
 451 re-prorate within 30 days of Buyer's receipt of the actual tax bill. Buyer and Seller agree this is a post-closing obligation
 452 and is the responsibility of the Parties to complete, not the responsibility of the real estate Firms in this transaction.

453 **TITLE EVIDENCE**

454 ■ **CONVEYANCE OF TITLE:** Upon payment of the purchase price, Seller shall convey the Property by warranty deed
 455 (trustee's deed if Seller is a trust, personal representative's deed if Seller is an estate or other conveyance as
 456 provided herein), free and clear of all liens and encumbrances, except: municipal and zoning ordinances and agreements
 457 entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use
 458 restrictions and covenants, present uses of the Property in violation of the foregoing disclosed in Seller's disclosure report,
 459 and Real Estate Condition Report, if applicable, and in this Offer, general taxes levied in the year of closing and

462 _____ (insert other allowable exceptions from title, if any) that constitutes
 463 merchantable title for purposes of this transaction. Seller, at Seller's cost, shall complete and execute the documents
 464 necessary to record the conveyance and pay the Wisconsin Real Estate Transfer Fee.

465 **WARNING: Municipal and zoning ordinances, recorded building and use restrictions, covenants and easements**
 466 **may prohibit certain improvements or uses and therefore should be reviewed, particularly if Buyer contemplates**
 467 **making improvements to Property or a use other than the current use.**

468 ■ **TITLE EVIDENCE:** Seller shall give evidence of title in the form of an owner's policy of title insurance in the amount of
 469 the purchase price on a current ALTA form issued by an insurer licensed to write title insurance in Wisconsin. Seller shall
 470 pay all costs of providing title evidence to Buyer. Buyer shall pay the costs of providing the title evidence required by Buyer's
 471 lender and recording the deed or other conveyance.

472 ■ **GAP ENDORSEMENT:** Seller shall provide a "gap" endorsement or equivalent gap coverage at (Seller's)(Buyer's)
 473 **STRIKE ONE** ("Seller's" if neither stricken) cost to provide coverage for any liens or encumbrances first filed or recorded
 474 after the commitment date of the title insurance commitment and before the deed is recorded, subject to the title insurance
 475 policy conditions, exclusions and exceptions, provided the title company will issue the coverage. If a gap endorsement or

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476 equivalent gap coverage is not available, Buyer may give written notice that title is not acceptable for closing (see lines 482-477 489).

478 ■ **DELIVERY OF MERCHANTABLE TITLE:** The required title insurance commitment shall be delivered to Buyer's attorney
479 or Buyer not more than _____ days ("15" if left blank) after acceptance showing title to the Property as of a date
480 no more than 15 days before delivery of such title evidence to be merchantable per lines 454-464, subject only to liens
481 which will be paid out of the proceeds of closing and standard title insurance requirements and exceptions.

482 ■ **TITLE NOT ACCEPTABLE FOR CLOSING:** If title is not acceptable for closing, Buyer shall notify Seller in writing of
483 objections to title within _____ days ("15" if left blank) after delivery of the title commitment to Buyer or Buyer's attorney. In
484 such event, Seller shall have _____ days ("15" if left blank) from Buyer's delivery of the notice stating title objections, to
485 deliver notice to Buyer stating Seller's election to remove the objections by the time set for closing. If Seller is unable to
486 remove said objections, Buyer shall have five days from receipt of notice thereof, to deliver written notice waiving the
487 objections, and the time for closing shall be extended accordingly. If Buyer does not waive the objections, this Offer shall
488 be null and void. Providing title evidence acceptable for closing does not extinguish Seller's obligations to give merchantable
489 title to Buyer.

490 ■ **SPECIAL ASSESSMENTS/OTHER EXPENSES:** Special assessments, if any, levied or for work actually commenced
491 prior to the date stated on line 1 of this Offer shall be paid by Seller no later than closing. All other special assessments
492 shall be paid by Buyer. "Levied" means the local municipal governing body has adopted and published a final resolution
493 describing the planned improvements and the assessment of benefits.

494 **CAUTION:** Consider a special agreement if area assessments, property owners association assessments, special
495 charges for current services under Wis. Stat. § 66.0627 or other expenses are contemplated. "Other expenses" are
496 one-time charges or ongoing use fees for public improvements (other than those resulting in special assessments)
497 relating to curb, gutter, street, sidewalk, municipal water, sanitary and storm water and storm sewer (including all
498 sewer mains and hook-up/connection and interceptor charges), parks, street lighting and street trees, and impact
499 fees for other public facilities, as defined in Wis. Stat. § 66.0617(1)(f).

500 **LEASED PROPERTY** If Property is currently leased and lease(s) extend beyond closing, Seller shall assign Seller's rights
501 under said lease(s) and transfer all security deposits and prepaid rents thereunder to Buyer at closing. The terms of the
502 (written) (oral) **STRIKE ONE** lease(s), if any, are _____

503 _____
504 _____ Insert additional terms, if any, at lines 620-650 or attach as an addendum per line 676.

505 **ESTOPPEL LETTERS:** Seller shall deliver to Buyer no later than _____ days ("7" if left blank) before closing, estoppel
506 letters dated within _____ days ("15" if left blank) before closing, from each non-residential tenant, confirming the lease term,
507 rent installment amounts, amount of security deposit, and disclosing any defaults, claims or litigation with regard to the lease
508 or tenancy.

509 **DEFINITIONS**

510 ■ **ACTUAL RECEIPT:** "Actual Receipt" means that a Party, not the Party's recipient for delivery, if any, has the document
511 or written notice physically in the Party's possession, regardless of the method of delivery. If the document or written notice
512 is electronically delivered, Actual Receipt shall occur when the Party opens the electronic transmission.

513 ■ **BUSINESS DAY:** "Business Day" means a calendar day other than Saturday, Sunday, any legal public holiday under
514 Wisconsin or Federal law, and any other day designated by the President such that the postal service does not receive
515 registered mail or make regular deliveries on that day.

516 ■ **DEADLINES:** "Deadlines" expressed as a number of "days" from an event, such as acceptance, are calculated by
517 excluding the day the event occurred and by counting subsequent calendar days. The Deadline expires at Midnight on the
518 last day. Additionally, Deadlines expressed as a specific number of Business Days are calculated in the same manner
519 except that only Business Days are counted while other days are excluded. Deadlines expressed as a specific number of
520 "hours" from the occurrence of an event, such as receipt of a notice, are calculated from the exact time of the event, and by
521 counting 24 hours per calendar day. Deadlines expressed as a specific day of the calendar year or as the day of a specific
522 event, such as closing, expire at Midnight of that day. "Midnight" is defined as 11:59 p.m. Central Time.

523 ■ **DEFECT:** "Defect" means a condition that would have a significant adverse effect on the value of the Property; that would
524 significantly impair the health or safety of future occupants of the Property; or that if not repaired, removed or replaced would
525 significantly shorten or adversely affect the expected normal life of the premises.

526 ■ **FIRM:** "Firm" means a licensed sole proprietor broker or a licensed broker business entity.

527 ■ **PARTY:** "Party" means the Buyer or the Seller; "Parties" refers to both Buyer and Seller.

528 ■ **PROPERTY:** Unless otherwise stated, "Property" means the real estate described at lines 4-8.

529 **INCLUSION OF OPTIONAL PROVISIONS** Terms of this Offer that are preceded by an OPEN BOX (☐) are part of
530 this offer ONLY if the box is marked such as with an "X". They are not part of this offer if marked "N/A" or are left blank.

531 **PROPERTY DIMENSIONS AND SURVEYS** Buyer acknowledges that any land, building or room dimensions, or total
532 acreage or building square footage figures, provided to Buyer by Seller or by a broker, may be approximate because of
533 rounding, formulas used or other reasons, unless verified by survey or other means.

534 **CAUTION:** Buyer should verify total square footage formula, total square footage/acreage figures, and land,
535 building or room dimensions, if material.

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DISTRIBUTION OF INFORMATION Buyer and Seller authorize the agents of Buyer and Seller to: (i) distribute copies of the Offer to Buyer's lender, appraisers, title insurance companies and any other settlement service providers for the transaction as defined by the Real Estate Settlement Procedures Act (RESPA); (ii) report sales and financing concession data to multiple listing service sold databases; (iii) provide active listing, pending sale, closed sale and financing concession information and data, and related information regarding seller contributions, incentives or assistance, and third party gifts, to appraisers researching comparable sales, market conditions and listings, upon inquiry; and (iv) distribute copies of this Offer to the seller, or seller's agent, of another property that Seller intends on purchasing.

MAINTENANCE Seller shall maintain the Property and all personal property included in the purchase price until the earlier of closing or Buyer's occupancy, in materially the same condition it was in as of the date on line 1 of this Offer, except for ordinary wear and tear and changes agreed upon by Parties.

PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING If, prior to closing, the Property is damaged in an amount not more than five percent of the purchase price, other than normal wear and tear, Seller shall promptly notify Buyer in writing, and will be obligated to restore the Property to materially the same condition it was in as of the date on line 1 of this Offer. Seller shall provide Buyer with copies of all required permits and lien waivers for the lienable repairs no later than closing. If the amount of damage exceeds five percent of the purchase price, Seller shall promptly notify Buyer in writing of the damage and this Offer may be terminated at option of Buyer. Should Buyer elect to carry out this Offer despite such damage, Buyer shall be entitled to the insurance proceeds, if any, relating to the damage to the Property, plus a credit towards the purchase price equal to the amount of Seller's deductible on such policy, if any. However, if this sale is financed by a land contract or a mortgage to Seller, any insurance proceeds shall be held in trust for the sole purpose of restoring the Property.

BUYER'S PRE-CLOSING WALK-THROUGH Within three days prior to closing, at a reasonable time pre-approved by Seller or Seller's agent, Buyer shall have the right to walk through the Property to determine that there has been no significant change in the condition of the Property, except for ordinary wear and tear and changes agreed upon by Parties, and that any Defects Seller has agreed to cure have been repaired in the manner agreed to by the Parties.

OCCUPANCY Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in this Offer at lines 620-650 or in an addendum attached per line 676. At time of Buyer's occupancy, Property shall be in broom swept condition and free of all debris, refuse, and personal property except for personal property belonging to current tenants, or sold to Buyer or left with Buyer's consent. Occupancy shall be given subject to tenant's rights, if any.

DEFAULT Seller and Buyer each have the legal duty to use good faith and due diligence in completing the terms and conditions of this Offer. A material failure to perform any obligation under this Offer is a default that may subject the defaulting party to liability for damages or other legal remedies.

If Buyer defaults, Seller may:

- (1) sue for specific performance and request the earnest money as partial payment of the purchase price; or
- (2) terminate the Offer and have the option to: (a) request the earnest money as liquidated damages; or (b) sue for actual damages.

If Seller defaults, Buyer may:

- (1) sue for specific performance; or
- (2) terminate the Offer and request the return of the earnest money, sue for actual damages, or both.

In addition, the Parties may seek any other remedies available in law or equity. The Parties understand that the availability of any judicial remedy will depend upon the circumstances of the situation and the discretion of the courts. If either Party defaults, the Parties may renegotiate the Offer or seek nonjudicial dispute resolution instead of the remedies outlined above. By agreeing to binding arbitration, the Parties may lose the right to litigate in a court of law those disputes covered by the arbitration agreement.

NOTE: IF ACCEPTED, THIS OFFER CAN CREATE A LEGALLY ENFORCEABLE CONTRACT. BOTH PARTIES SHOULD READ THIS DOCUMENT CAREFULLY. THE FIRM AND ITS AGENTS MAY PROVIDE A GENERAL EXPLANATION OF THE PROVISIONS OF THE OFFER BUT ARE PROHIBITED BY LAW FROM GIVING ADVICE OR OPINIONS CONCERNING YOUR LEGAL RIGHTS UNDER THIS OFFER OR HOW TITLE SHOULD BE TAKEN AT CLOSING. AN ATTORNEY SHOULD BE CONSULTED IF LEGAL ADVICE IS NEEDED.

ENTIRE CONTRACT This Offer, including any amendments to it, contains the entire agreement of the Buyer and Seller regarding the transaction. All prior negotiations and discussions have been merged into this Offer. This agreement binds and inures to the benefit of the Parties to this Offer and their successors in interest.

NOTICE ABOUT SEX OFFENDER REGISTRY You may obtain information about the sex offender registry and persons registered with the registry by contacting the Wisconsin Department of Corrections on the Internet at <http://www.doc.wi.gov> or by telephone at (608) 240-5830.

FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT (FIRPTA) Section 1445 of the Internal Revenue Code (IRC) provides that a transferee (Buyer) of a United States real property interest must pay or withhold as a tax up to 15% of the total "Amount Realized" in the sale if the transferor (Seller) is a "Foreign Person" and no exception from FIRPTA withholding applies. A "Foreign Person" is a nonresident alien individual, foreign corporation, foreign partnership, foreign trust, or foreign

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594 estate. The "Amount Realized" is the sum of the cash paid, the fair market value of other property transferred, and the
595 amount of any liability assumed by Buyer.

596 **CAUTION: Under this law if Seller is a Foreign Person, and Buyer does not pay or withhold the tax amount, Buyer**
597 **may be held directly liable by the U.S. Internal Revenue Service for the unpaid tax and a tax lien may be placed**
598 **upon the Property.**

599 Seller hereby represents that Seller is a non-Foreign Person, unless (1) Seller represents Seller is a Foreign Person in a
600 condition report incorporated in this Offer per lines 93-95, or (2) no later than 10 days after acceptance, Seller delivers
601 notice to Buyer that Seller is a Foreign Person, in which cases the provisions on lines 607-609 apply.

602 **IF SELLER IS A NON-FOREIGN PERSON.** Seller shall, no later than closing, execute and deliver to Buyer, or a qualified
603 substitute (attorney or title company as stated in IRC § 1445), a sworn certification under penalties of perjury of Seller's
604 non-foreign status in accordance with IRC § 1445. If Seller fails to timely deliver certification of Seller's non-foreign status,
605 Buyer shall: (1) withhold the amount required to be withheld pursuant to IRC § 1445; or, (2) declare Seller in default of this
606 Offer and proceed under lines 571-578.

607 **IF SELLER IS A FOREIGN PERSON.** If Seller has represented that Seller is a Foreign Person, Buyer shall withhold the
608 amount required to be withheld pursuant to IRC § 1445 at closing unless the Parties have amended this Offer regarding
609 amounts to be withheld, any withholding exemption to be applied, or other resolution of this provision.

610 **COMPLIANCE WITH FIRPTA.** Buyer and Seller shall complete, execute, and deliver, on or before closing, any instrument,
611 affidavit, or statement needed to comply with FIRPTA, including withholding forms. If withholding is required under IRC §
612 1445, and the net proceeds due Seller are not sufficient to satisfy the withholding required in this transaction, Seller shall
613 deliver to Buyer, at closing, the additional funds necessary to satisfy the applicable withholding requirement. Seller also
614 shall pay to Buyer an amount not to exceed \$1,000 for actual costs associated with the filing and administration of forms,
615 affidavits, and certificates necessary for FIRPTA withholding and any withholding agent fees.

616 **Any representations made by Seller with respect to FIRPTA shall survive the closing and delivery of the deed.**

617 Firms, Agents, and Title Companies are not responsible for determining FIRPTA status or whether any FIRPTA exemption
618 applies. The Parties are advised to consult with their respective independent legal counsel and tax advisors regarding
619 FIRPTA.

620 **ADDITIONAL PROVISIONS/CONTINGENCIES**

621
622 OFFER IS SUBJECT TO CITY OF WAUSAU PROVIDING TO THE SELLER
623 A WAIVER OF THE RIGHT OF FIRST REFUSAL.

624
625 SELLER TO REMOVE METAL FRAMING IN OFFICE STORAGE
626 ROOM.

627
628 SELLER TO REMOVE EXHAUST HOOD FROM THE WAREHOUSE AREA.

651 **TAX DEFERRED EXCHANGE** If this Property is purchased or sold to accomplish an IRC § 1031 Tax Deferred exchange
652 of like-kind property, both Parties agree to cooperate with any documentation necessary to complete the exchange. The
653 exchangor shall hold the cooperating party harmless from any and all claims, costs or liabilities that may be incurred as a
654 result of the exchange.

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655 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Offer, delivery of documents and
 656 written notices to a Party shall be effective only when accomplished by one of the authorized methods specified at lines
 657 658-673.

658 (1) **Personal**: giving the document or written notice personally to the Party, or the Party's recipient for delivery if named at
 659 660 or 661.

660 Name of Seller's recipient for delivery, if any: BRADLEY WOLDT WOLDT COMMERCIAL REALTY LLC

661 Name of Buyer's recipient for delivery, if any: DAVE OLSON RE/MAX EXCEL 715 573 8976

662 ☐ (2) **Fax**: fax transmission of the document or written notice to the following number:

663 Seller: () Buyer: ()

664 ☐ (3) **Commercial**: depositing the document or written notice, fees prepaid or charged to an account, with a
 665 commercial delivery service, addressed either to the Party, or to the Party's recipient for delivery, for delivery to the Party's
 666 address at line 669 or 670.

667 ☐ (4) **U.S. Mail**: depositing the document or written notice, postage prepaid, in the U.S. Mail, addressed either to the
 668 Party, or to the Party's recipient for delivery, for delivery to the Party's address.

669 Address for Seller: _____

670 Address for Buyer: _____

671 ☒ (5) **Email**: electronically transmitting the document or written notice to the email address.

672 Email Address for Seller: bradley.woldt@qol.com

673 Email Address for Buyer: davesells@wausau@gmail.com

674 **PERSONAL DELIVERY/ACTUAL RECEIPT** Personal delivery to, or Actual Receipt by, any named Buyer or Seller
 675 constitutes personal delivery to, or Actual Receipt by, all Buyers or Sellers.

676 ☐ **ADDENDA**: The attached _____ is/are made part of this Offer.

677 This Offer was drafted by [Licensee and Firm] DAVE OLSON RE/MAX EXCEL

678 Buyer Entity Name (if any): QUALITY TIME CUSTOM FIT LINENS LLC

679 (x) May Mon MAY MONA 7/6/21
 680 Buyer's/Authorized Signature ▲ Print Name/Title Here ▶ Date ▲

681 (x) MAO HER MONA MAOHER MONA 7/6/21
 682 Buyer's/Authorized Signature ▲ Print Name/Title Here ▶ Date ▲
 683

684 **SELLER ACCEPTS THIS OFFER. THE WARRANTIES, REPRESENTATIONS AND COVENANTS MADE IN THIS**
 685 **OFFER SURVIVE CLOSING AND THE CONVEYANCE OF THE PROPERTY. SELLER AGREES TO CONVEY THE**
 686 **PROPERTY ON THE TERMS AND CONDITIONS AS SET FORTH HEREIN AND ACKNOWLEDGES RECEIPT OF A**
 687 **COPY OF THIS OFFER.**

688 Seller Entity Name (if any): _____

689 (x) _____
 690 Seller's/Authorized Signature ▲ Print Name/Title Here ▶ Date ▲

691 (x) _____
 692 Seller's/Authorized Signature ▲ Print Name/Title Here ▶ Date ▲

693 This Offer was presented to Seller by [Licensee and Firm] Bradley Woldt

694 WOLDT COMMERCIAL REALTY LLC on 07/07/2021 6:35pm at DS DS a.m./p.m.

695 This Offer is rejected _____ This Offer is countered [See attached counter] mc cc 7/8/2021
 696 Seller Initials ▲ Date ▲ Seller Initials ▲ Date ▲

WISCONSIN REALTORS® ASSOCIATION
4801 Forest Run Road
Madison, Wisconsin 53704

Woldt Commercial Realty LLC

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SELLER DISCLOSURE REPORT - COMMERCIAL

THIS DISCLOSURE REPORT CONCERNS THE REAL PROPERTY LOCATED AT 400 S 86TH AVENUE

CITY (CITY) (VILLAGE) (TOWN) OF WAUSAU IN THE
MARATHON COUNTY OF
STATE OF WISCONSIN. THIS REPORT IS A DISCLOSURE OF THE CONDITION OF THAT
PROPERTY AS OF June (MONTH) 30 (DAY) 2021 (YEAR).

When listing a property Wis. Admin. Code § REEB 24.07(1)(b) requires licensees to inspect the property and to "make inquiries of the seller on the condition of the structure, mechanical systems and other relevant aspects of the property. The licensee shall request that the seller provide a written response to the licensee's inquiry." This Seller Disclosure Report is a tool designed to help the licensee fulfill this license law duty.

This is not a warranty of any kind by the owner or any agents representing any party in this transaction and is not a substitute for any inspections, testing or warranties that the parties may wish to obtain. This is not a disclosure report required by Wis. Stat. Ch. 709 and the owner is voluntarily providing this information.

NOTICE TO PARTIES REGARDING ADVICE OR INSPECTIONS

Real estate licensees may not provide advice or opinions concerning whether or not an item is a defect for the purposes of this report or concerning the legal rights or obligations of parties to a transaction. The parties may wish to obtain professional advice or inspections of the property and to include appropriate provisions in a contract between them with respect to any advice, inspections, defects, or warranties.

A. OWNER'S INFORMATION

A1. In this form, "aware" means the "owner(s)" have notice or knowledge.

A2. In this form, "defect" means a condition that would have a significant adverse effect on the value of the property; that would significantly impair the health or safety of future occupants of the property; or that if not repaired, removed, or replaced would significantly shorten or adversely affect the expected normal life of the premises.

A3. In this form, "owner" means the person or persons, entity, or organization that owns the above-described real property.

A4. The owner represents that to the best of the owner's knowledge, the responses to the following questions have been accurately checked as "yes," "no," or "not applicable (N/A)" to the property being sold. If the owner responds to any question with "yes," the owner shall provide an explanation of the reason why the response to the question is "yes" in the area provided following each group of questions.

A5. The owner discloses the following information with the knowledge that, even though this is not a warranty, prospective buyers may rely on this information in deciding whether and on what terms to purchase the property. The owner hereby authorizes the owner's agents and the agents of any prospective buyer to provide a copy of this report, and to disclose any information in the report, to any person in connection with any actual or anticipated sale of the property.

B. STRUCTURAL AND MECHANICAL

	YES	NO	N/A
B1. Are you aware of defects in the roof?	☐	☒	☐
B2. Are you aware of defects in the electrical system?	☐	☒	☐
B3. Are you aware of defects in part of the plumbing system?	☐	☒	☐
B4. Are you aware of defects in the heating and air conditioning system (including the air filters and humidifiers), fire safety, security or lighting?	☐	☒	☐
B5. Are you aware of defects in the basement or foundation (including cracks, seepage, and bulges)?	☐	☒	☐
B6. Are you aware of defects in any structure or structural components on the property (including walls)?	☐	☒	☐
B7. Are you aware of defects in mechanical equipment included in the sale either as fixtures or personal property?	☐	☒	☐
B8. Are you aware of rented items located on the property or items affixed to or closely associated with the property?	☒	☐	☐
B9. Explanation of "yes" responses	<u>B8 Network Professionals towers on roof.</u>		

C. ENVIRONMENTAL

	YES	NO	N/A
C1. Are you aware of the presence of unsafe levels of mold?	☐	☒	☐
C2. Are you aware of a defect caused by unsafe concentrations of, or unsafe conditions relating to, radon, radium in water supplies, high voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the property, lead in paint, lead in soil, pesticides, or other potentially hazardous or toxic substances on the property?	☐	☒	☐
C3. Are you aware of the presence of asbestos or asbestos-containing materials on the property?	☐	☒	☐
C4. Are you aware of the presence of or a defect caused by unsafe concentrations of, unsafe conditions relating to, or the storage of hazardous or toxic substances on neighboring properties?	☐	☒	☐
C5. Are you aware of current or previous termite, powder post beetle, or carpenter ant infestations or defects caused by animal, reptile, or insect infestations?	☐	☒	☐
C6. Are you aware of water quality issues caused by unsafe concentrations of or unsafe conditions relating to lead?	☐	☒	☐
C7. Are you aware of the manufacture of methamphetamine or other hazardous or toxic substances on the property?	☐	☒	☐
C8. Are you aware of governmental investigation or private assessment/audit (of environmental matters) ever being conducted?	☐	☒	☐
C9. Explanation of "yes" responses _____			

D. STORAGE TANKS

	YES	NO	N/A
D1. Are you aware of underground or aboveground fuel storage tanks on or previously located on the property for storage of flammable or combustible liquids, including but not limited to gasoline and heating oil?	☐	☒	☐
D2. Are you aware of defects in the underground or aboveground fuel storage tanks on or previously located on the property?	☐	☒	☐
D3. Explanation of "yes" responses _____			

E. TAXES, SPECIAL ASSESSMENTS, PERMITS, ETC.

	YES	NO	N/A
E1. Have you received notice of property tax increases, other than normal annual increases, or are you aware of a pending property reassessment?	☐	☒	☐
E2. Are you aware that remodeling was done that may increase the property's assessed value?	☐	☒	☐
E3. Are you aware of pending special assessments?	☐	☒	☐
E4. Are you aware that the property is located within a special purpose district, such as a drainage district, that has the authority to impose assessments against the real property located within the district?	☐	☒	☐
E5. Are you aware of any proposed construction of a public project that may affect the use of the property?	☐	☒	☐
E6. Are you aware of any remodeling, replacements, or repairs affecting the property's structure or mechanical systems that were done or additions to this property that were made during your period of ownership without the required permits?	☐	☒	☐
E7. Are you aware of any land division involving the property for which a required state or local permit was not obtained?	☐	☒	☐
E8. Explanation of "yes" responses _____			

F. LAND USE

	YES	NO	N/A
F1. Are you aware of any zoning code violations with respect to the property?	☐	☒	☐
F2. Are you aware of the property or any portion of the property being located in a floodplain, wetland, or shoreland zoning area, or of flooding, drainage problems, standing water or other water problems affecting the property?	☐	☒	☐
F3. Are you aware of nonconforming uses of the property or nonconforming structures on the property?	☐	☒	☐
F4. Are you aware of conservation easements on the property?	☐	☒	☐
F5. Are you aware of restrictive covenants or deed restrictions on the property?	☒	☒	☐
F6. Are you aware of nonowners having rights to use part of the property, including, but not limited to, rights-of-way and easements other than recorded utility easements?	☒	☒	☐

- | | YES | NO | N/A |
|--|--------------------------|-------------------------------------|--------------------------|
| F7. Are you aware of the property being subject to a mitigation plan required under administrative rules of the Wisconsin Department of Natural Resources related to county shoreland zoning ordinances? | ☐ | ☒ | ☐ |
| F8. <u>Use Value.</u> | | | |
| a. Are you aware of all or part of the property having been assessed as agricultural land under Wis. Stat. s. 70.32 (2r) (use value assessment)? | ☐ | ☒ | ☐ |
| b. Are you aware of the property having been assessed a use-value assessment conversion charge relating to this property? (Wis. Stat. s. 74.485 (2)) | ☐ | ☒ | ☐ |
| c. Are you aware of the payment of a use-value assessment conversion charge having been deferred relating to this property? (Wis. Stat. s. 74.485 (4)) | ☐ | ☒ | ☐ |
| F9. Is all or part of the property subject to or in violation of a farmland preservation agreement? | ☐ | ☒ | ☐ |
| F10. Is all or part of the property subject to, enrolled in, or in violation of the Forest Crop Law, Managed Forest Law, the Conservation Reserve Program, or a comparable program? | ☐ | ☒ | ☐ |
| F11. Are you aware of a dam that is totally or partially located on the property or that an ownership in a dam that is not located on the property will be transferred with the property because it is owned collectively by members of a homeowners' association, lake district, or similar group? (If "yes," contact the Wisconsin Department of Natural Resources to find out if dam transfer requirements or agency orders apply.) | ☐ | ☒ | ☐ |
| F12. Are you aware of boundary or lot line disputes, encroachments, or encumbrances affecting the property? | ☐ | ☒ | ☐ |
| F13. Are you aware there is not legal access to the property? | ☐ | ☒ | ☐ |
| F14. Are you aware of federal, state, or local regulations requiring repairs, alterations, or corrections of an existing condition? This may include items such as orders to correct building code violations. | ☐ | ☒ | ☐ |
| F15. Are you aware of a pier attached to the property that is not in compliance with state or local pier regulations? See http://dnr.wi.gov/topic/waterways for more information. | ☐ | ☒ | ☐ |
| F16. Are you aware of one or more burial sites or archeological artifacts on the property? (For information regarding the presence, preservation, and potential disturbance of burial sites, contact the Wisconsin Historical Society at 800-342-7834 or www.wisconsinhistorical.org/burial-information). | ☐ | ☒ | ☐ |
| F17. Explanation of "yes" responses <u>F5. City of Wausau</u> | | | |

G. ADDITIONAL INFORMATION

- | | YES | NO | N/A |
|---|-------------------------------------|-------------------------------------|--------------------------|
| G1. Are you aware of a structure on the property that is designated as a historic building or that all or any part of the property is in a historic district? | ☐ | ☒ | ☐ |
| G2. Are you aware of any agreements that bind subsequent owners of the property, such as a lease agreement or an extension of credit from an electric cooperative? | ☒ | ☐ | ☐ |
| G3. Are you aware of defects in a well on the property or in a well that serves the property, including unsafe well water? | ☐ | ☒ | ☐ |
| G4. Are you aware of a joint well serving the property including any defect related to a joint well serving the property? | ☐ | ☒ | ☐ |
| G5. Are you aware that a septic system or other private sanitary disposal system serves the property including defects in the septic system or other private sanitary disposal system on the property or any out-of-service septic system that serves the property and that is not closed or abandoned according to applicable regulations? | ☐ | ☒ | ☐ |
| G6. Are you aware of an "LP" tank on the property, including defects? (If "yes," specify in the additional information space whether the owner of the property either owns or leases the tank.) | ☐ | ☒ | ☐ |
| G7. Are you aware of material damage from fire, wind, floods, earthquake, expansive soils, erosion or landslides? | ☐ | ☒ | ☐ |
| G8. Are you aware of nearby airports, freeways, railroads or landfills, or significant odor, noise, water intrusion or other irritants emanating from neighboring property? | ☐ | ☒ | ☐ |
| G9. Are you aware of any shared usages such as shared fences, walls, driveways, or signage, or any defect relating to the shared use? | ☐ | ☒ | ☐ |
| G10. Are you aware of leased parking? | ☐ | ☒ | ☐ |
| G11. Are you aware of other defects affecting the property? | ☐ | ☒ | ☐ |
| G12. The owner has owned the property for <u>22</u> years. | | | |
| G13. Explanation of "yes" responses <u>G2. Lease agreement</u> | | | |

Note: Any sales contract provision requiring inspection of a residential dumbwaiter or elevator must be performed by a state-licensed elevator inspector.

OWNER'S CERTIFICATION

The owner certifies that the information in this report is true and correct to the best of the owner's knowledge as of the date on which the owner signs this report.

Entity Name (if any): Cannistra Properties LLC
 Name & Title of Authorized Representative Signing for Entity: Mary T. Cannistra Member
 Authorized Signature for Entity: Mary T. Cannistra Date 6/30/2021
 Owner: Charles T. Cannistra Date 6/30/2021
 Owner: _____ Date _____
 Owner: _____ Date _____
 Owner: _____ Date _____
 Owner: _____ Date _____

CERTIFICATION BY PERSON SUPPLYING INFORMATION

A person other than the owner certifies that the person supplied information on which the owner relied for this report and that the information is true and correct to the best of the person's knowledge as of the date on which the person signs this report.

Person: _____ Items: _____ Date: _____
 Person: _____ Items: _____ Date: _____

BUYER'S ACKNOWLEDGEMENT

The prospective buyer acknowledges that technical knowledge such as that acquired by professional inspectors may be required to detect certain defects such as the presence of asbestos, building code violations, and floodplain status.

I acknowledge receipt of a copy of this statement.

☒ Entity Name (if any): Quality Time Custom Fit Linens
 Name & Title of Authorized Representative Signing for Entity: _____
 Authorized Signature for Entity: _____ Date: _____
 - ☒ Prospective buyer: MAE MOORE Date: 7/6/21
☒ Prospective buyer: May Moore Date: 7/6/21
 Prospective buyer: _____ Date: _____
 Prospective buyer: _____ Date: _____
 Prospective buyer: _____ Date: _____

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No representation is made as to the legal validity of any provision or the adequacy of any provision in any specific transaction.

This report form does not satisfy Wis. Stat. chapter 709 which generally applies to transfers of real estate containing 1-4 dwelling units or vacant land.

Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.zipLogix.com

400 S 86th Ave

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: 21-0108

Date Introduced: August 10, 2021

FISCAL IMPACT SUMMARY

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

RESOLUTION

WHEREAS, your Public Health and Safety Committee considered certain license applications at its July 19, 2021 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

PUBLIC HEALTH & SAFETY COMMITTEE

Date and Time: Tuesday, June 29, 2021 at 5:15 pm, (Council Chambers)

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

Members Excused: Becky McElhaney

Others Present: Tara Alfonso, Leslie Kremer, Todd Baeten, Bob Barteck, Mary Goede, Eric Lindman, Kevin Fabel, Katie Rosenberg, Tom Kilian

Consider approval or denial of various license applications.

Rasmussen stated there is one denial recommendation for an Operator's License for Jessica Taylor. It was noted Ms. Taylor was not present to appeal.

Motion by Wadinski, second by Peckham to approve or deny licenses as recommended by staff. Motion carried 4-0.

CLERK'S REPORT TO PUBLIC HEALTH & SAFETY COMMITTEE

July 19, 2021 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. **No denial recommendations.**
2. Application for **Class B Beer** License, for Hockey Management Group LLC, dba Wausau Cyclones, 1201 Stewart Avenue (Marathon Park Ice Arena), formerly held by REB Enterprise LLC for the Wausau River Wolves
3. **Class I Special Event** Application by Wausau Events for 2021 Fireworks Family Fest on September 24, 2021 has been changed to a multiple day event to add the Fireworks Frenzy 5K and the Sconnie Sampler on September 25, 2021. The Temporary Class B "Picnic" license was also extended to the second day.

**Link to the Special event application will be sent to the committee by email for review.*

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: July 16, 2021

(715) 261-6621



PHS Date 07/19/2021

License ID	License Typ	Name	Address	Details	Business	Begin Dt	End Dt	Police	PHS	Council
118491	9020 - Public Transport Driver Renewal	HOFFMANN, STEVEN	PO BOX 1062 WAUSAU WI 54402		ALL AMERICAN TAXI	07/02/2021	06/30/2022	Yes	Yes	
151122	9020 - Public Transport Driver Renewal	HOWE, FRANCES	231 N 9TH AVE WAUSAU WI 54401		NORTHWOODS CAB	07/12/2021	06/30/2022	Yes	Yes	
153695	9020 - Public Transport Driver Renewal	KALBES, KEVIN	1140 W BRIDGE ST WAUSAU WI 54401		ALL AMERICAN TAXI	06/24/2021	06/30/2022	Yes	Yes	
151172	9020 - Public Transport Driver Renewal	NINABUCK, DUWAYNE	118 ADOLPH ST WAUSAU WI 54403		NORTHWOODS CAB	06/21/2021	06/30/2022	Yes	Yes	
150862	9026 - Class I	ADERHOLDT, ALISSANDRA	316 SCOTT ST WAUSAU WI 54403	2021 FIREWORKS FAMILY FEST, FRENZY 5K, SCONNIE on SEPTEMBER 24, 2021 and SEPTEMBER 25, 2021 Organized by WAUSAU EVENTS					Yes	
153685	9063 - Class B Beer	SERWE, ZACHARY	8810 S WOODCREEK DR OAK CREEK WI 53154		WAUSAU CYCLONES	06/24/2021	06/30/2022	Yes	Yes	
154225	9069 - Temporary Class B Retailer (Picnic)	,	PO BOX 388 WAUSAU WI 54402		V.F.W. BURNS POST 388				Yes	
153768	9069 - Temporary Class B Retailer (Picnic)	LANGENHAHN, JODI	500 FOREST ST WAUSAU WI 54403		MARATHON COUNTY AGRICULTURAL SOC IETY				Yes	
153762	9069 - Temporary Class B Retailer (Picnic)	REISSMANN, JOSH	PO BOX 1611 WAUSAU WI 54402		WAUSAU NOON OPTIMIST				Yes	



PHS Date 07/19/2021

License ID	License Typ	Name	Address	Details	Business	Begin Dt	End Dt	Police	PHS	Council
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Total Licenses

9

RESOLUTION OF THE PUBLIC HEALTH & SAFETY COMMITTEE

Supporting Environmental Justice

Committee Action: Failed 2 - 2

Fiscal Impact: Undetermined

File Number: 21-0808

Date Introduced: August 13, 2021

FISCAL IMPACT SUMMARY

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

RESOLUTION

WHEREAS, the City of Wausau Comprehensive Plan 2017 recognizes that both the natural environment and equity are key components of Livability and a community's quality of life; and

WHEREAS, the North Central Wisconsin Regional Planning Commission's Regional Livability Plan 2015 highlights the importance of the natural environment and equity on making the region more livable for all residents, while listing the identification of resources and the provision of environmental remediation support for brownfields and other industrial sites as an objective; and

WHEREAS, the Metro Region Economic Development Assessment 2017 from the North Central Wisconsin Regional Planning Commission with support from the Marathon County Economic Development Corporation (MCDEVCO) includes the improvement of Metro Region Livability as part of the framework for an Economic Development Strategy; and

WHEREAS, as reflected by the East Riverfront Brownfields Area-Wide Plan in relation to the U.S. EPA's Brownfields Area-Wide Planning (AWP) program, the City of Wausau strives to help the community confront local environmental and public health challenges related to brownfields, which benefits underserved or economically disadvantaged areas, among others; and

WHEREAS, in the City of Wausau's application for a U.S. EPA Brownfields Area-Wide Planning Grant (Fiscal Year 2013), the City of Wausau highlighted in detail that the proximity to

environmental contamination and brownfields for sensitive populations such as persons of color and low-income persons historically posed potential “Socio-Economic and Health Concerns” within the project area of the application; and

WHEREAS, the City of Wausau is committed to the fair treatment and meaningful involvement of all people regardless of race, color, national origin, or income, with respect to the development, implementation, and enforcement of environmental laws, regulations, and policies; and

WHEREAS, the City of Wausau seeks to support the delivery of an equitable share of environmental benefits and community assets in all neighborhoods and wards that enhance the quality of life, such as parks and open spaces, trees, natural areas, community gardens, and the riverfront, as well as equal access to the City’s environmental and infrastructure investments that support health, well-being and a sense of community; and

WHEREAS, The City of Wausau seeks to foster equity, community engagement, environmental sustainability, community cohesion, and transparent decision-making. The City of Wausau aspires to engage all Wausau residents equally regardless of income, race, ethnicity, language, age, gender, sexual orientation, ability, immigration status, and address for equal access to information about, and opportunities for meaningful involvement in, local decision-making that affects their quality of life.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Wausau, Marathon County, Wisconsin that:

SECTION 1: For purposes of this Resolution, the following definitions apply:

Environmental Justice (Wausau): As defined by the U.S. Environmental Protection Agency (EPA), Environmental Justice is “the fair treatment and meaningful involvement of all people regardless of race, color, national origin, or income, with respect to the development, implementation, and enforcement of environmental laws, regulations, and policies” and Environmental Justice is achieved when “everyone enjoys the same degree of protection from environmental and health hazards, and equal access to the decision-making process to have a healthy environment in which to live, learn, and work.”

Public Engagement: Public engagement is any process that meaningfully, inclusively, and equally engages residents and stakeholders in taking an action or making a decision and gives full consideration to public input in making that decision.

Equity: Equity, as defined by the 2021 Executive Order On Advancing Racial Equity and Support for Underserved Communities Through the Federal Government, “means the consistent and systematic fair, just, and impartial treatment of all individuals...”

SECTION 2: This Resolution establishes the City of Wausau’s definition for environmental justice and also serves as the foundation for the future development of ordinances to ensure active consideration of environmental justice and meaningful public participation in City policies, practices, procedures, and other decision-making.

SECTION 3: The City of Wausau is committed to meaningful and inclusive public engagement that provides the foundation for making better decisions around environmental justice issues. Through meaningful and inclusive public engagement, decision-makers have more complete information to

understand any potential impact a project or program may have on the community, decisions are more implementable and sustainable, decisions are perceived as more legitimate, and decision-makers are better communicators.

SECTION 4: The City of Wausau will incorporate environmental justice into City of Wausau ordinances, codes, policies, and processes, which could include review of existing codes which will be conducted with appropriate revisions to bolster and improve environmental justice outcomes. This work will be done in consultation with relevant City committees and departments, and community organizations.

SECTION 5: The City of Wausau is committed to developing a policy that specifies clear goals for meaningful public engagement, policies and decision-making processes. These engagements are intended to ensure that decisions with the potential to affect the quality of life for residents and entire neighborhoods in Wausau are supported by public engagement that is pursuant to the City's policy on meaningful, timely, inclusive, accessible public comment, as well as responsiveness to public comment. The public engagement policy shall be developed in consultation with the relevant City departments and committees, along with the involvement and input of community stakeholders.

SECTION 6: The City will develop and maintain an active GIS-based inventory of environmental justice areas in Wausau. Environmental justice areas are geographic regions in which low-income populations and/or people of color face a disproportionately high exposure to environmental challenges and burdens, as statistically defined and demonstrated by EJSCREEN: The EPA's Environmental Justice Screening and Mapping Tool. That inventory will be made public through online mapping platforms. Once completed, this tool will help to identify existing burdens, and needed improvements and investments, that can be considered by City Departments through their planning process.

Approved:

Katie Rosenberg, Mayor

PUBLIC HEALTH & SAFETY COMMITTEE

Date and Time: Tuesday, June 29, 2021 at 5:15 pm, (Council Chambers)

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

Members Excused: Becky McElhaney

Others Present: Tara Alfonso, Leslie Kremer, Todd Baeten, Bob Barteck, Mary Goede, Eric Lindman, Kevin Fabel, Katie Rosenberg, Tom Kilian

Discussion and possible action on a “Resolution to Support Environmental Justice” considered and recommended by the Liberation and Freedom Committee

Lisa Rasmussen noted following the consideration of the resolution by the Liberation and Freedom Committee the legal department asks for some revisions to the draft, which has been done and that is what is before them tonight.

Tom Kilian explained the origins of the resolution for environmental justice and its implications. This was followed by public comment and extensive committee discussion which can be accessed on YouTube for the full dialogue:

<https://www.youtube.com/watch?v=RNe5juceT2g>

Public Comment:

- 1) Gary Gisselman, 319 Park Ave, former Alderperson, urged the committee to move the resolution to City Council for approval.
- 2) Bruce Grau, 1115 N 10th St, spoke in support of the resolution.
- 3) Rita Pachal, 1310 Maple Hill Rd, spoke in support of the resolution.
- 4) Terry Kilian, 133 E Thomas St, on behalf of Citizens for a Clean Wausau, indicated strong support of the resolution.
- 5) Randy Radtke, 244 Wyatt St, spoke in support of the resolution.
- 6) Lisa Ortsondergard, 220180 Pleasant Dr, Edgar, retired Social Worker for Wausau School District, spoke in support of the resolution.
- 7) Don Lewandowski, 174514 Mission Lake Rd, Hatley, owner of rental properties in the City of Wausau, spoke in support of the resolution.
- 8) Joyce Luedke, 3605 Cross Pointe Blvd, Apt 371, Weston, spoke in support of the resolution.
- 9) Chris Norfleet, 227 Scott St, spoke about the lack of public participation in government and in support of the resolution.
- 10) Jack Hogendyke, Hilltop Rd, express concerns about the resolution not accomplishing much because the problems can be addressed with existing laws.
- 11) Will Harris, 316 ½ N 3rd St, Apt C, Marathon County Board Supervisor District 3, urged committee support for the resolution.
- 12) Ka Lo, 620 ½ Lincoln Ave, Marathon County Board Supervisor District #5, urged passage of the resolution.

Kevin Fabel, Environment Engineer for the City of Wausau, addressed the committee on his review of the resolution and went through each point in the statement provided to the committee in the packet. Link to packet below:

https://www.ci.wausau.wi.us/Portals/0/Departments/Council/Archives/Standing%20Committees/Public%20Health%20and%20Safety%20Committee/2021/PHSC_20210629_Packet.pdf Discussion followed,

Eric Lindman, Director of Public Works and Utilities, commented he reviewed the resolution and tried to understand where the objectives and priorities are and to align them with what we are already doing. He felt direction to staff on how to move forward was missing. *Further discussion and questions. 5 minute recess was taken.*

Motion by Peckham, second by Wadinski to amend the wording in Section 2 as follows “also serves as the foundation for the future development of ~~additional ordinances~~ **practices** that ensure active consideration of environmental justice.....” Motion carried 3-1.

Motion by Peckham, second by Wadinski to approve the Environmental Justice Resolution with the intention of working with staff to develop equitable and wise procedures to handle these matters in the future, and as amended on the committee floor. Motion failed 2-2. (*Rasmussen and Herbst were the dissenting votes*)

A RESOLUTION
To Support Environmental Justice

WHEREAS, the City of Wausau Comprehensive Plan 2017 recognizes that both the natural environment and equity are key components of Livability and a community's quality of life; and

WHEREAS, the North Central Wisconsin Regional Planning Commission's Regional Livability Plan 2015 highlights the importance of the natural environment and equity on making the region more livable for all residents, while listing the identification of resources and the provision of environmental remediation support for brownfields and other industrial sites as an objective; and

WHEREAS, the Metro Region Economic Development Assessment 2017 from the North Central Wisconsin Regional Planning Commission with support from the Marathon County Economic Development Corporation (MCDEVCO) includes the improvement of Metro Region Livability as part of the framework for an Economic Development Strategy; and

WHEREAS, as reflected by the East Riverfront Brownfields Area-Wide Plan in relation to the U.S. EPA's Brownfields Area-Wide Planning (AWP) program, the City of Wausau strives to help the community confront local environmental and public health challenges related to brownfields, which benefits underserved or economically disadvantaged areas, among others; and

WHEREAS, in the City of Wausau's application for a U.S. EPA Brownfields Area-Wide Planning Grant (Fiscal Year 2013), the City of Wausau highlighted in detail that the proximity to environmental contamination and brownfields for sensitive populations such as persons of color and low-income persons historically posed potential "Socio-Economic and Health Concerns" within the project area of the application; and

WHEREAS, the City of Wausau is committed to the fair treatment and meaningful involvement of all people regardless of race, color, national origin, or income, with respect to the development, implementation, and enforcement of environmental laws, regulations, and policies; and

WHEREAS, the City of Wausau seeks to support the delivery of an equitable share of environmental benefits and community assets in all neighborhoods and wards that enhance the quality of life, such as parks and open spaces, trees, natural areas, community gardens, and the riverfront, as well as equal access to the City's environmental and infrastructure investments that support health, well-being and a sense of community; and

WHEREAS, The City of Wausau seeks to foster equity, community engagement, environmental sustainability, community cohesion, and transparent decision-making. The City of Wausau aspires to engage all Wausau residents equally regardless of income, race, ethnicity, language, age, gender, sexual orientation, ability, immigration status, and address for equal access to information about, and opportunities for meaningful involvement in, local decision-making that affects their quality of life.

NOW BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WAUSAU, MARATHON COUNTY, WISCONSIN, THAT:

SECTION 1: For purposes of this Resolution, the following definitions apply:

Environmental Justice (Wausau): As defined by the U.S. Environmental Protection Agency (EPA), Environmental Justice is “the fair treatment and meaningful involvement of all people regardless of race, color, national origin, or income, with respect to the development, implementation, and enforcement of environmental laws, regulations, and policies” and Environmental Justice is achieved when “everyone enjoys the same degree of protection from environmental and health hazards, and equal access to the decision-making process to have a healthy environment in which to live, learn, and work.”

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SECTION 2: This Resolution establishes the City of Wausau’s definition for environmental justice and also serves as the foundation for the future development of ordinances to ensure active consideration of environmental justice and meaningful public participation in City policies, practices, procedures, and other decision-making.

SECTION 3: The City of Wausau is committed to meaningful and inclusive public engagement that provides the foundation for making better decisions around environmental justice issues. Through meaningful and inclusive public engagement, decision-makers have more complete information to understand any potential impact a project or program may have on the community, decisions are more implementable and sustainable, decisions are perceived as more legitimate, and decision-makers are better communicators.

SECTION 4: The City of Wausau will incorporate environmental justice into City of Wausau ordinances, codes, policies, and processes, which could include review of

existing codes which will be conducted with appropriate revisions to bolster and improve environmental justice outcomes. This work will be done in consultation with relevant City committees and departments, and community organizations.

SECTION 5: The City of Wausau is committed to developing a policy that specifies clear goals for meaningful public engagement, policies and decision-making processes. These engagements are intended to ensure that decisions with the potential to affect the quality of life for residents and entire neighborhoods in Wausau are supported by public engagement that is pursuant to the City's policy on meaningful, timely, inclusive, accessible public comment, as well as responsiveness to public comment. The public engagement policy shall be developed in consultation with the relevant City departments and committees, along with the involvement and input of community stakeholders.

SECTION 6: The City will develop and maintain an active GIS-based inventory of environmental justice areas in Wausau. Environmental justice areas are geographic regions in which low-income populations and/or people of color face a disproportionately high exposure to environmental challenges and burdens, as statistically defined and demonstrated by EJSCREEN: The EPA's Environmental Justice Screening and Mapping Tool. That inventory will be made public through online mapping platforms. Once completed, this tool will help to identify existing burdens, and needed improvements and investments, that can be considered by City Departments through their planning process.



TO: Public Health & Safety Committee

FROM: Eric Lindman, P.E.
Director of Public Works & Utilities

DATE: June 29, 2021

SUBJECT: Environmental Justice – Proposed Resolution

Staff has reviewed a second draft of a proposed resolution related to Environmental Justice. Per Kevin Fabel, Environmental Engineer, *"I as Environmental Engineer for the City of Wausau for the past 8+ years am aware of zero (0) instances during that time, or any time previous, where minority groups or low income areas have shouldered any additional burden or have been disproportionately affected by environmental consequences as the result of any environmental violations in any of the issues or areas I have been involved with. In other words, I am aware of no Environmental Injustices which would require a new Environmental Justice Policy to correct, repair, or make good on, in the City of Wausau."*

Here are staff comments related to sections of the resolution.

Section 2: This section seems to indicate the City has no establishment of policies/ordinances for public input and engagement. The City has written ordinances and there are also state and federal laws the city follows in regards to public engagement. All citizens have equal access to these public meetings and information. There are currently ordinances in place for public engagement.

Section 3: This section is more about general public engagement and not necessarily related to EJ. Public engagement is only one component of making decisions. There are many other factors that are considered; engineering principles, effects of laws, rules, regulations, private property owner decisions, etc. All information/data need to be considered when making decisions. The City has current policies/ordinances in place which establish public engagement; they range from public hearings to public information meetings and public committee meetings.

Section 4: Environmental Justice is a federal policy used by the USEPA in dealing with violators of Environmental Law and preventing violations of Environmental Law. The USEPA does this by issuing permits through the Clean Water Act and Clean Air Act. EJ would not necessarily apply to most ordinances or codes, the resolution seems to indicate a request for more public engagement. The City already has public engagement requirements and in other cases additional public engagement and environmental requirements is required by outside funding received.

Section 5: The City currently has requirements for public engagement. As is the current process, ordinance changes are brought through committees and public meetings. Public Hearings and notices to residents are also required for other processes.

Section 6: Staff has not worked with EJScreen. GIS has the City LMI areas mapped and has census data and they are available. Our mapped LMI areas are used to help determine areas of the City we can use various federal funding. For example, the CDBG funding used for infrastructure is used in LMI areas. These funds require Environmental Review and other public engagement for the projects as well as public meetings to approve the use of these funds. Other federal infrastructure funding we receive requires environmental reviews and public engagement meetings throughout the process.

General comments:

It would be helpful to understand from the governing body where their priorities lie, what challenges the council feels need to be addressed, what needs to be improved and what is the overall objective of this type of resolution. None of these items are outlined in the resolution as written. One option that may be more beneficial and provide a more meaningful discussion would be for staff to outline our current public engagement policies and requirements for the council's review and discuss requested changes and potential implications/benefits. If the council wants to establish policies/procedures that ensure we recognize EJ then this may be a place a start, this resolution does not seem to be a good start or beneficial to establishing good policy and staff direction moving forward.



Office of the City Attorney

TEL: (715) 261-6590
FAX: (715) 261-6808

Anne L. Jacobson
City Attorney

Tara G. Alfonso
Assistant City Attorney

Nathan Miller
Assistant City Attorney

To: Public Health & Safety Committee
From: Tara G. Alfonso, Asst. City Attorney 
Date: June 24, 2021
Re: Comments on Proposed Environmental Justice Resolution

- On February 19, 2021, the Liberation and Freedom Committee (“L/F Committee”) held a joint meeting with the Sustainability, Energy and Environment Committee (“SEE Committee”) to discuss a draft resolution presented for consideration by Alderperson Tom Kilian (“Resolution Draft I”). A quorum of members were present sufficient for action by the L/F Committee but a quorum of members were not present to enable action by the SEE Committee. Alderperson Kilian provided an overview of the draft resolution titled “To Support Environmental Justice.” At that time a motion was made and approved by the L/F Committee to seek to have the draft resolution considered by the Public Health & Safety Committee (“PH&S Committee”). A later meeting was scheduled for the SEE Committee to consider the resolution at a time a full quorum of its members could be obtained. This meeting was later scheduled for February 24, 2021.
- The general understanding is that Resolution Draft I was one which was substantially identical to one adopted September 14, 2020, by the City of Evanston, Illinois, pop. 74,587 (2019 U.S. Census), a city located just north of the City of Chicago, Illinois.
- City Attorney Anne Jacobson, who had listened to the L/F Committee meetings of February 19, and March 8, 2021, assigned this writer to review this resolution prior to consideration at/by the Public Health & Safety Committee (“PH&S Committee”) anticipating that committee members would expect a response to a number of items which mentioned the City Attorney’s Office, although the office had not been contacted to discuss or review this or other items on the agendas.
- This writer reviewed the Resolution Draft I and provided written comments on February 23, 2021, via email to Alder Lisa Rasmussen (PH&S Chair), Alder Tom Kilian and also to Blake Opal-Wahoske, L/F Committee Chair. A “cc” was provided to Mayor Rosenberg. This writer was also requested to attend the February 24, 2021 SEE Committee meeting by Alder Kilian through Mayor Rosenberg.
- At the SEE Committee meeting, this writer expressed legal concerns that Resolution Draft I set forth a number of statements that lent themselves to an interpretation, or seemed to express the viewpoint, that the City had allegedly made distinctions among its citizens based upon potentially impermissible legal and constitutional considerations. These statements however, were untested, and the accuracy or inaccuracy of these statements was not established: they could be true or untrue, provable or unprovable, in whole or in part. The proposed resolution then, based upon the untested factual

allegations proceeded to somewhat incautiously set forth conclusory statements, similarly untested that could lead to legal consequences.¹

- Other issues raised concerning the Resolution Draft I included the definition in the draft of the term “environmental justice” and the lack of definition of the term “environmental assets.” Additional issues related to matters such as whether the Resolution Draft I was to serve as the City’s actual written policy, or whether a policy was to be developed moving forward and who would develop or recommend that policy and the absence of data based evidence supporting certain statements made in the resolution were also noted.
- At its meeting on February 24, 2021, the SEE Committee approved a motion sending the resolution back to the L/F Committee for editing.
- At its meeting on March 8, 2021, the L/F Committee added a definition of “environmental justice” that Alder Kilian explained was obtained from a U.S. Environmental Protection Agency document/website. A motion was made and approved to ‘direct city staff in the Attorney’s Office review the resolution with this definition.’²
- A further motion was made and approved by the L/F committee at the March 8, 2021 meeting to “direct city staff and attorney’s office to review and re-draft/edit this resolution.”
- Copies of Minutes from relevant L/F Committee and SEE Committee meetings are attached.
- On March 7, 2021, Alder Kilian forwarded this writer a revised resolution for review (“Resolution Draft II”) along with links to documents referenced in the re-drafted resolution.
- On May 7, 2021, this writer provided comments to Alders Kilian and Rasmussen and observed that Resolution Draft II removed the statements which lent themselves to an interpretation, or seemed to express the viewpoint, that the City had allegedly made distinctions among its citizens based upon potentially impermissible legal and constitutional considerations. Additional legal comments were set forth on a copy of the draft resolution (a copy of which is included with this memorandum).

¹ Examples included:

Whereas, for decades, working class neighborhoods and people of color in the City of Wausau have disproportionately experienced environmental injustice...

...it is necessary to recognize, and acknowledge its own history of environmental injustice, to recognize the disproportionate and negative impacts of industrial, municipal, and commercial pollution in certain Wausau neighborhoods which created an unequal distribution of environmental assets, environmental hazards and health risk...

²A definition of “Environmental Justice” as set forth in Resolution Draft II:

...the fair treatment and meaningful involvement of all people regardless of race, color, national origin, or income with respect to the development, implementation and enforcement of environmental laws, regulations and policies

is set forth at various locations on the U.S. Environmental Protection Agency website. *See e.g.*, <https://www.epa.gov/environmentaljustice> and <https://www.epa.gov/environmentaljustice/learn-about-environmental-justice>

- The following matters are observed about Resolution Draft II:
 - Resolution Draft II contains several references to the term “equity” or “equitable.”³ Resolution Draft II includes a definition of equity taken from President Biden’s January 20, 2021 Executive Order on Advancing Racial Equity and Support for Underserved Communities Through the Federal Government (“Executive Order”). While Resolution Draft II recites a portion of the Executive Order definition, the use of the ellipsis in the quote raises the question of whether just the quoted portion is intended as the proposed definition of equity, or whether the intention is to adopt the entire Executive Order definition. Resolution Draft II should be clarified for the purposes of determining whether the entire definition is proposed to be adopted or just the actual portion set forth in the resolution.

The full definition in the Executive Order is (the portion set forth in Resolution Draft II is that portion indicated in italics):

“The term “equity” *means the consistent and systematic fair, just, and partial treatment of all individuals*, including individuals who belong to underserved communities that have been denied such treatment, such as Black, Latino, and Indigenous and Native American persons, Asian Americans and Pacific Islanders and other persons of color; members of religious minorities; lesbian, gay, bisexual, transgender, and queer (LGBTQ+) persons; persons with disabilities; persons who live in rural areas; persons otherwise adversely affected by persistent poverty or inequality.

- As a document proposed as the foundation for the future development of ordinances and direction for the City to incorporate environmental justice into City of Wausau ordinances, codes, policies, and processes, the resolution could benefit from additional guidance to future Council and current staff as far as actual implementation. For example, what are the initial priorities for focus and action or when and how will it be determined the City is achieving steps or goals in the direction of delivery of equitable share of environmental assets and equal access to the City’s environmental and infrastructure investments?
- Similarly, the resolution would direct the City to develop a policy specifying clear goals for meaningful public engagement, policies and decision-making process. The resolution could benefit from additional guidance as to what is meant to be achieved beyond existing state law requirements of Open Meetings laws or existing state laws that require public hearings.
- An alternate approach that might provide direction concerning the above could be adoption of a resolution that first directs or requests City staff to develop an environmental policy for Council consideration/approval. For example, is achieving environmental justice one that seeks mitigation opportunities with

³ For example:

“The City of Wausau seeks to foster equity, community engagement, environmental sustainability, community cohesion, and transparent decision-making.”

respect to current existing facilities or future projects or both? Should it examine opportunities to relocate current facilities or to examine alternatives for relocation of a planned or proposed project?

A RESOLUTION
To Support Environmental Justice

WHEREAS, the City of Wausau Comprehensive Plan 2017 recognizes that both the natural environment and equity are key components of Livability and a community's quality of life; and

WHEREAS, the North Central Wisconsin Regional Planning Commission's Regional Livability Plan 2015 highlights the importance of the natural environment and equity on making the region more livable for all residents, while listing the identification of resources and the provision of environmental remediation support for brownfields and other industrial sites as an objective; and

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WHEREAS, the City of Wausau is committed to the fair treatment and meaningful involvement of all people regardless of race, color, national origin, or income, with respect to the development, implementation, and enforcement of environmental laws, regulations, and policies; and

WHEREAS, the City of Wausau seeks to support the delivery of an equitable share of environmental benefits and community assets in all neighborhoods and wards that enhance the quality of life, such as parks and open spaces, trees, natural areas, community gardens, and the riverfront, as well as equal access to the City's environmental and infrastructure investments that support health, well-being and a sense of community; and

Commented [TA1]: The Comprehensive Plan, which is 130 pages, states on p. 26 "Livability is often defined as the sum of the factors that add up to a community's quality of life—including the built and natural environments, economic prosperity, social stability and equity, educational opportunity, and cultural, entertainment, and recreation possibilities." That does not appear equivalent to this statement that the Comprehensive Plan itself recognizes it.

Commented [TA2]: This document is 63 pages. Page 8 recognizes "Multiple federal agencies, non-profit organizations, and professional associations have developed different definitions of livability." And then quotes the following as one of the "Representative Definitions of Livability:" "PARTNERS FOR LIVABLE COMMUNITIES Livability is the sum of the factors that add up to a community's quality of life— including the built and natural environments, economic prosperity, social stability and equity, educational opportunity, and cultural, entertainment, and recreation possibilities." That does not appear equivalent to the instant statement.

Commented [TA3]: While this 130 page document includes at p. 83 a "framework and "some potential tasks" one of which provides: "Improve Metro Region Livability • Increase Community Quality of Life to Attract People • Develop Needed Infrastructure for Business to Prosper • Encourage Needed Housing Options for all segments of the population" there is no definition of what is meant by "livability."

Commented [TA4]: This 85 page document provided a plan for the East Riverfront Brownfields Area. Page 9 states: "The U.S. EPA's Brownfields Area-Wide Planning (AWP) program is designed to help communities confront local environmental and public health challenges related to brownfields and benefit underserved or economically disadvantaged communities." Additionally on the same page the document states: "Through a brownfields area-wide planning approach, the community identifies a specific project area that is affected by one or multiple brownfields, then works with residents and other stakeholders to develop reuse plans for catalyst, high priority brownfield sites and their surroundings." It appears these statements may be broader than the statements in the document.

WHEREAS, The City of Wausau seeks to foster equity, community engagement, environmental sustainability, community cohesion, and transparent decision-making. The City of Wausau aspires to engage all Wausau residents equally regardless of income, race, ethnicity, language, age, gender, sexual orientation, ability, immigration status, and address for equal access to information about, and opportunities for meaningful involvement in, local decision-making that affects their quality of life.

NOW BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WAUSAU, MARATHON COUNTY, WISCONSIN, THAT:

SECTION 1: For purposes of this Resolution, the following definitions apply:

Environmental Justice (Wausau): As defined by the U.S. Environmental Protection Agency (EPA), Environmental Justice is “the fair treatment and meaningful involvement of all people regardless of race, color, national origin, or income, with respect to the development, implementation, and enforcement of environmental laws, regulations, and policies” and Environmental Justice is achieved when “everyone enjoys the same degree of protection from environmental and health hazards, and equal access to the decision-making process to have a healthy environment in which to live, learn, and work.”

Public Engagement: Public engagement is any process that meaningfully, inclusively, and equally engages residents and stakeholders in taking an action or making a decision and gives full consideration to public input in making that decision.

Equity: Equity, as defined by the 2021 Executive Order On Advancing Racial Equity and Support for Underserved Communities Through the Federal Government, “means the consistent and systematic fair, just, and impartial treatment of all individuals...”

SECTION 2: This Resolution establishes the City of Wausau’s definition for environmental justice and also serves as the foundation for the future development of ordinances to ensure active consideration of environmental justice and meaningful public participation in City policies, practices, procedures, and other decision-making.

SECTION 3: The City of Wausau is committed to meaningful and inclusive public engagement that provides the foundation for making better decisions around environmental justice issues. Through meaningful and inclusive public engagement, decision-makers have more complete information to understand any potential impact a project or program may have on the community, decisions are more implementable and sustainable, decisions are perceived as more legitimate, and decision-makers are better communicators.

SECTION 4: The City of Wausau will incorporate environmental justice into City of Wausau ordinances, codes, policies, and processes, which could include review of

Commented [TA5]: At some point it might be good to pinpoint the citation for this document more. Can be done after committee consideration.

Commented [TA6]: At some point it might be good to pinpoint the citation for this document more. Can be done after committee consideration.

Commented [TA7]: Given the broad spectrum of environmental justice considerations, I would urge adding a modifier such as “will strive to” or “will seek to” and “as appropriate.” For example, the Presidential Executive Order 12898 states “[t]o the greatest extent practicable ...” and “make achieving environmental justice part of its mission by identifying and addressing, as appropriate, disproportionately high and adverse human health or environmental effects of its programs, policies, and activities on minority populations and low-income populations in the United States...”

existing codes which will be conducted with appropriate revisions to bolster and improve environmental justice outcomes. This work will be done in consultation with relevant City committees and departments, and community organizations.

SECTION 5: The City of Wausau is committed to developing a policy that specifies clear goals for meaningful public engagement, policies and decision-making processes. These engagements are intended to ensure that decisions with the potential to affect the quality of life for residents and entire neighborhoods in Wausau are supported by public engagement that is pursuant to the City's policy on meaningful, timely, inclusive, accessible public comment, as well as responsiveness to public comment. The public engagement policy shall be developed in consultation with the relevant City departments and committees, along with the involvement and input of community stakeholders.

SECTION 6: The City will develop and maintain an active GIS-based inventory of environmental justice areas in Wausau. Environmental justice areas are geographic regions in which low-income populations and/or people of color face a disproportionately high exposure to environmental challenges and burdens, as statistically defined and demonstrated by EJSCREEN: The EPA's Environmental Justice Screening and Mapping Tool. That inventory will be made public through online mapping platforms. Once completed, this tool will help to identify existing burdens, and needed improvements and investments, that can be considered by City Departments through their planning process.



JOINT LIBERATION & FREEDOM COMMITTEE with the SUSTAINABILITY, ENERGY AND ENVIRONMENT COMMITTEE

Date and Time: Friday, February 19, 2021 at 3:00 p.m., Council Chambers & Webex Videoconference

LFCO Members Present: Blake Opal-Wahoske, Tom Kilian, Brenton Wildman, Mayor Katie Rosenberg
LFCO Members Not Present: LaTanya Campbell, Carmyn Hoen, Andrea Oyuela

SEEC Members Present: John Kroll, Mary Kluz, Tom Kilian
SEEC Members Not Present: Paul Kage, Leah Van De Lou, Paul Zouski

Others Present: Chris Norfleet, Patrick Peckham, Kathi Groeschel

1. Discussion and Possible Action on the Environmental Justice Resolution Policy

Chairman Blake Opal-Wahoske noted a quorum for the Liberation and Freedom Committee and opened the meeting. Chairman John Kroll noted an absence of quorum for the Sustainability, Energy and Environment Committee.

Chairman Opal-Wahoske called upon member/Aldersperson Tom Kilian to provide a brief overview of the draft resolution before us today. Draft Resolution is attached below. This was originally driven by the EPA. Objective is to bring this to the municipal level.

Chairman John Kroll asked what the starting point was for this draft resolution. Killian believes there has been disproportionate burden shouldered by low-wealth neighborhoods and among past city developments and development agreements.

Opal-Wahoske and the Liberation & Freedom Committee thought it would be beneficial to include support from the Sustainability Committee. Mary Kluz is pleased to partner together on this. She indicated that about 10 years ago, the city was declared as an eco-municipality. There were 4 principals and one had to do with the people aspect by creating equity in all our systems of municipal government. Would knowing that this eco-municipality declaration was already in place, would this be beneficial to move forward? Groeschel will look into finding more information on the eco-municipality resolution.

Opal-Wahoske asked for a motion to move this forward to the Public Health and Safety Committee. Killian motioned and Wildman seconded this motion. Motion passed. The Public Health and Safety Committee would take this up at their March 15, 2021 meeting at 5:15pm.

Chris Norfleet was pleased to see that local county government and city government are taking up this issue. He would like to see this resolution acknowledge these disparities and knows equity is a good word. This can be a tool to not only protect the environment but to build up people's social standings within the community. It gives people a policy in which they can lean on. Just community/Just society.

The Sustainability Committee will hold a meeting to get a full quorum together to vote on partnering with the L&F Committee on this draft resolution.

A motion to adjourn was made by Kilian and seconded by Wildman. Meeting adjourned at 3:25 p.m.

DRAFT



OFFICIAL NOTICE AND AGENDA

of a meeting of a City Board, Commission, Department
Committee, Agency, Corporation, Quasi-Municipal
Corporation, or Sub-unit thereof.

Meeting: **SUSTAINABILITY, ENERGY AND ENVIRONMENT
COMMITTEE**
Members: John Kroll (C), Paul Kage, Tom Kilian, Mary Kluz, Leah Van De Loo,
Paul Zouski
Location: Board Room, 2nd Floor of Wausau City Hall, 407 Grant Street.
Date/Time: **Wednesday, February 24, 2021 at 5:00 p.m.**

1. Welcome and introductions
2. Discussion and possible action on the Environmental Justice Resolution Policy – 10 minutes
3. Discussion and possible action on the Sustainability Award program – 15 minutes
4. Discussion on sustainability strategy – 30 minutes
5. Future items for consideration and future meeting date – 5 minutes
6. Adjourn

Questions regarding this agenda may be directed to the City Planning Office @ (715) 261-6760.

This Notice was posted at City Hall and emailed to the media on February 22, 2021.

Due to the COVID-19 pandemic, this meeting is being held in person and via teleconference. Members of the media and the public may attend in person, subject to the social distancing rules of maintaining at least 6 feet apart from other individuals, or by calling **1-408-418-9388**. The Access Code is **146 502 2440** and password is **wausau**. Individuals appearing in person will either be seated in the **Board Room** or an overfill room, subject to the social distancing rules. Space available will be on a first come, first served basis. All public participants' phones will be muted during the meeting. Members of the public who do not wish to appear in person may call in using the information above. Any person wishing to offer public comment who does not appear in person to do so, may e-mail Brad.Lenz@ci.wausau.wi.us with "SEEC public comment" in the subject line prior to the meeting start. All public comment, either by email or in person, will be limited to items on the agenda at this time. The messages related to agenda items received prior to the start of the meeting will be provided to the Chair.

It is possible that members of, and possibly a quorum of members of, other committees of the Common Council of the City of Wausau may be in attendance at the above-mentioned meeting to gather information. No action will be taken by any such group(s) at the above-mentioned meeting other than the committee specifically referred to in this notice.

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

CITY OF WAUSAU SUSTAINABILITY, ENERGY AND ENVIRONMENT COMMITTEE

Time and Dates: The Sustainability, Energy and Environment Committee met on Wednesday, February 24, 2021 at 5:00 p.m. in the Boardroom of Wausau City Hall and virtually via WebEx

Members Present: Mary Kluz, Paul Zouski, John Kroll (C), Tom Kilian

Members Absent: Paul Kage, Leah Van De Loo

Others Present: Mayor Katie Rosenberg, Tara Alfonso, Patrick Peckham, Brad Lenz

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

Welcome and Introductions

Chair John Kroll called the meeting to order at 5:00 p.m. Introductions were made.

Approval of Minutes from previous meeting(s)

No minutes were available to approve.

Discussion and possible action on the Environmental Justice (EJ) Resolution Policy

Last week this committee met jointly with the Liberation and Freedom Committee to join forces with them to lend support for this policy moving forward.

Kilian indicated the original language of the resolution was drafted from Evansville, IL and then edited by him. The intent is to serve as the foundation for future policies and procedures associated with EJ. There is also one tactical deliverable that would set in motion a GIS mapping inventory system in Wausau. This is intended to be in alignment with the EPA and its data. This would address inequality within the low-income neighborhoods and with people of color who have potentially shouldered a disproportionate burden of hazards or negative consequences related to environmental justice. An element of public engagement is also included in this resolution.

Attorney Alfonso indicated she's reviewed the resolution and is looking at this resolution from a legal standpoint. In its current form it sets forth statements that lend themselves to an interpretation or an expressed viewpoint that the city has allegedly made classifications among citizens based on impermissible constitutional considerations. From a legal perspective, these statements are untested and they may be accurate or inaccurate; they may be truthful or untruthful at this point. They haven't been established. It also perceives, based upon these untested factual allegations to cautiously set forth conclusory statements that could lead to legal consequences. As a result, she would not be comfortable presenting this to the full body without them knowing the potential legal consequences. She would suggest that edits could potentially be made. She indicated there are a few internal inconsistencies within this resolution regarding whether or not this was the only document that the body would be seeing or a potential policy down the road that would be developed. It also could use a definition of the words "environmental assets" and "environmental justice". What are the specific goals and what outcomes are expected from this resolution? There could be another approach to this. There's a real desire for public engagement and it might be advantageous to bring forth key focus ideas and propose an ordinance based

on that. For example, perhaps the city would like to see a procedure where anytime there's a new development project in a proposed neighborhood that's over a certain dollar amount, you would like to see a public hearing for that. That's a specific thing to put forth for community engagement. The way the resolution is written it states that these engagements would come forward and are designed to ensure that all decisions with the potential to affect quality of life for residents in the entire neighborhood get community engagement. So, therefore if the city wants to raise dog licensing fees, for example, is that what is intended here? To have a public engagement session? We already have committee meetings, website information, packets of minutes and discussion, and oftentimes offer community input. There's nothing wrong with having a resolution with some goals in it to tackle one at a time.

Kilian thanked Attorney Alfonso for these suggestions.

Kluz believes it's important to see what language is problematic, and asked if there could be more specifics.

Alfonso provided examples and more discussion took place.

Chairman John Kroll asked if this discussion will now be communicated to the Liberation and Freedom Committee. Kilian would suggest that the Attorney's office mark this resolution up (edit it) for another review by the Liberation and Freedom Committee and this committee. More documentation is better and this provides an opportunity for more education.

Patrick Peckham would like to see the resolution state more about the environmental injustices that we have all seen around the country and this resolution details what Wausau is going to do about them.

Member Kluz understands more and isn't comfortable passing this on until it's re-written (edited by the Attorney).

It was brought to the Mayor and the Attorney's attention that the Chairperson of the Public Health and Safety Committee did not want to entertain this version. Mayor Rosenberg pointed out to both the Chairperson and Alder Kilian that we can work on identifying the goals of this and work out what the rest of the language would look like. Another option would be to say – Okay, we understand the goals, we understand we're working on the city's strategic plan, are these goals suited for the strategic plan or an ordinance? We could do both. That wouldn't be a problem. An option we don't want to see if discussion on this come to a halt. How do we continue to move those goals forward? If it takes massaging, then let's do that.

Chairman Kroll would like to provide feedback to the Liberation and Freedom Committee that these are our thoughts and we aren't going to support this version. We do, however, support the intent of it. Alfonso expressed the fact that the Liberation and Freedom didn't have the opportunity to hear these comments. Chairman Kroll would support a re-write of this resolution.

Killian would like to make a motion to have a highlighting of what language is problematic from a legal standpoint. He said Marathon County is dragging their name through the mud with equality and diversity issues and it would be advantageous to show them how policy can work when you recognize injustice.

Alfonso said this committee doesn't need to make a motion for that. You may want to make a motion to send this resolution back to the Liberation and Freedom Committee for editing.

Chairman Kroll made a motion to send this resolution back to the Liberation and Freedom Committee for editing. Kluz seconded the motion. Motion passed unanimously.



LIBERATION & FREEDOM COMMITTEE

Date and Time: Monday, March 8, 2021 at 3:30 p.m., Council Chambers & Webex Videoconference
Members Present: Blake Opal-Wahoske, Tom Kilian, Brenton Wildman, LaTanya Campbell, Carmyn Hoen, Bee Her, Mayor Katie Rosenberg
Members Not Present: Andrea Oyuela
Others Present: Patrick Peckham, Tara Alfonso, Kathi Groeschel

Mission Statement:

The Liberation and Freedom Committee is a volunteer committee established to promote an environment that accepts, celebrates, and appreciates diversity within the community by proactively identifying areas of discrimination, providing education, communication, and recommendations to the city council and mayor of the city of Wausau.

1. Call Meeting to Order/Approval of 02/01/21 and 02/19/21 meeting minutes

Chairman Opal-Wahoske called the meeting to order at 3:30 p.m. A quorum was noted and he introduced new member, Bee Her. Other introductions of committee members were made. A motion to approve the above minutes was made by Tom Kilian and seconded by LaTanya Campbell. Motion passed unanimously.

2. Update committee on the joint meeting held with the Sustainability, Energy and Environment Committee (SEEC) on 02/19/21 and discuss and possible action on potential topics for incorporation into a proposed environmental justice (EJ) resolution.

Since the SEEC did not have a quorum at the joint meeting, they held another meeting with their members to discuss and potentially support the environmental justice resolution. Their committee agreed to send this back to the Liberation and Freedom Committee for review and edits. After review from the City Attorney's office, the wording on parts of the resolution was determined to open the city up for liability. Therefore, it wasn't going to be supported by the Public Health and Safety in its current version. Chairman Opal-Wahoske went over the role of the committee since we are an "Advisory Committee". As a reminder, all members have equal voting powers, all members may introduce an item for discussion. We can identify areas of discrimination, provide education and communication and recommendations to the city council or Mayor. We do not have any power to approve policy but rather advise other committees.

Mayor Katie said she has spoken with Council President and made the suggestion to look at what the role of this body is?

The EJ resolution is before us and it was advised to look at the bottom of the first page and the top of the second page to more clearly define "environmental justice", "environmental assets" and "public engagement". Then we can direct this further to city staff. What is our end goal for the EJ resolution.

Kilian read the EPA definition for "environmental justice". The committee agreed that this definition is one we should use. A motion was made by Campbell to direct city staff in the

Attorney's Office review the resolution with this definition. A second was made by Her. Motion passed unanimously.

Next, the committee discussed what environmental justice should look like within the city. Chairman Opal-Wahoske asked the membership if we should look at breaking out the two defining issues of "environmental justice" and "public engagement" into two separate policies. He understands they go hand-in-hand. Campbell would like to see this left into the resolution but also include various forms of public engagement. This will be placed on the next agenda for further discussion.

A motion was made by Campbell and seconded by Kilian to direct city staff and attorney's office to review and re-draft/edit this resolution. The draft can then be viewed by this committee at the next meeting. Motion passed unanimously.

3. Discussion and possible action to amend city's charter ordinances to change pronouns to gender-neutral pronouns.

Upon further review by Mayor Katie Rosenberg, it was discovered that the city charter ordinance is dated and used the pronouns "He/His" when referring to the Mayor. When this committee was earlier formed, part of the goal was to work towards being a more inclusive community. Mayor Katie would like to see changes made within this charter ordinance to align with today's intent on being welcoming, friendly and inclusive. A question was asked if there is a cost to change this. Mayor Katie didn't think so. A motion was made by Campbell and seconded by Hoen to recommend city staff look into any associated costs with amending the city charter ordinance to change pronouns to gender-neutral. Motion passed unanimously.

4. Discussion and possible action on the Marathon County's resolution "A Community for All".

Campbell explained that this resolution hasn't been formally passed by Marathon County yet, but suggested our committee stand in support with Marathon County to send a clear message that we remain committed to being a community without hate. She would like to see 3 things: 1) write to your state representative, 2) voice your support verbally at committee meetings and 3) she would like to see this committee adopt a similar resolution. Campbell is a member of the Marathon County Diversity Committee and she indicated that the original objective of this resolution was in response to the civil unrest and mass protests in our country. We want all people in Marathon County to feel protected and safe, welcome and embraced. She wants individuals who are identified in a marginalized population to feel welcome here and to communicate that we condemn any form of hate. A community response to this has taken place recently and the opposition stated that racism doesn't exist in Marathon County, and they didn't believe in the word equity (equity vs equality) and Marathon County already is a community for all and we don't need a resolution to tell us that.

Alder Peckham asked if this body is looking to ask the city council to endorse this resolution or is this body asking the city to urge support for what the county is doing, or both? Campbell indicated both.

Chairman called for a motion to direct staff to create a parallel resolution "A Community for All" explaining the support our committee has. Campbell made a motion and it was seconded by Bee Her. More discussion took place. A roll call vote was made. Motion passed unanimously.

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

RESOLUTION OF THE ECONOMIC DEVELOPMENT COMMITTEE

Adopting We Are Wausau.

Committee Action: Approved 4-1

Fiscal Impact: None

File Number: 21-0605

Date Introduced: August 10, 2021

FISCAL IMPACT SUMMARY

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

WHEREAS, we are Wausau. We urgently, intentionally, and lovingly call on Wausau's residents, visitors, workers, business owners, non-profit leaders, community organizers, religious institutions, schools, and elected leaders to help us develop a city culture and community where all feel welcomed and love our community the way we love Wausau; and

WHEREAS, we are Wausau. We recognize that our social, economic, and collective physical and mental well-being is grounded in our community's ability to ensure we are an open, inclusive, and welcoming place to live, learn, work, and enjoy life; and

WHEREAS, we are Wausau. Our diversity comes in a variety of abilities, expressions, colors, origins, ages, experiences, statuses, histories, and belief systems. We hold each other up and celebrate cultural milestones with each other as we continue to make Wausau the kind of place everyone wants to call home. We see, hear, appreciate and participate in the human diversity that strengthens and expands our community; and

WHEREAS, we are Wausau. We rise to meet the challenges that misunderstandings about our diverse experiences may present. We seek to listen to understand each other. We aspire to learn from each other about our diverse experiences and barriers so we can empathetically and soundly inform our community's policies; and

WHEREAS, we are Wausau. We strive to create a community environment where all residents can celebrate and embrace our rich multicultural heritage without the fear of intimidation or hate. When we fall short, we will compassionately and firmly hold each other accountable; and

WHEREAS, we are Wausau. Because we want our community to be an open, inclusive, and diverse place to live, we will continue to work to achieve equity and to foster understanding. We recognize that words have power and when we say equity, we mean sustainable and just access to resources that will help us all gain entry to the American dream but we realize that we don't all start in the same place; and

WHEREAS, we are Wausau. We know our expression as a forward thinking, welcoming community is fundamental to achieving our social and economic goals; and

WHEREAS, we are Wausau. We are committed to being A Community for All in aspiration and in reality.

NOW, THEREFORE, BE IT RESOLVED NOW, THEREFORE BE IT RESOLVED by the Common Council of the City of Wausau that we are Wausau and Wausau is "A COMMUNITY FOR ALL" and will continue to promote an environment that accepts, celebrates, appreciates, and promotes diversity within the community and denounce actions trying to divide us through hate or discrimination; and

BE IT FURTHER RESOLVED that the City calls on our partners in government, residents, families, business owners, non-profit leaders, community organizers, religious institutions, and schools to join us as a united community and do the same; and

BE IT FURTHER RESOLVED that the Wausau City Council, Mayor, and City Staff will work to inform policy discussions, keeping the diversity of abilities, expressions, colors, origins, ages, experiences, statuses, histories, and belief systems present in our community in mind as we chart our future together.

Approved:

Katie Rosenberg, Mayor

MINUTES

Economic Development Committee Meeting

Date | time Tuesday, August 3, 2021 at 5:15 P.M. | *Meeting called to order by* Neal at 5:15 P.M.

In Attendance

Members Present: Tom Neal (ED chair), Sarah Watson, Becky McElhaney, Lisa Rasmussen, and Tom Kilian

Others Present: Mayor Katie Rosenberg, Lou Larson, Brad Lenz, Anne Jacobson, Shannon Graff, Samuel Wessel

Agenda #6 – Discussion and possible action on adopting We Are Wausau Resolution.

Chair Neal introduced the item as presented in the packet.

Kilian motioned to approve, seconded by Watson.

Rasmussen presented 5 modifications to the resolution and provided a hard copy to committee members. Rasmussen indicated 4 of her modifications were cosmetic and one substantive. Rasmussen's proposed changes are as follows:

- ✓ **1st Whereas –**
 - **Resolution stated**

“... where all feel welcomed and fall in love with our community the way we have fallen in love with Wausau”
 - **Rasmussen's proposed change stated**

“....where all feel welcomed and love our community the way we love Wausau”
- ✓ **3rd Whereas –**
 - **Resolution stated**

“We see and hear and appreciate and participate in the human diversity that strengthens and expands our community”
 - **Rasmussen's proposed change stated**

“We see, hear, appreciate and participate in the human diversity that strengthens and expands our community”
- ✓ **6th Whereas – (contains two proposed changes by Rasmussen)**
 - **Resolution stated**

“...continue to work to achieve equity and to foster understanding. We recognize that words have power and when we say equity, we mean sustainable and just access to resources that will help us all gain entry to the American dream but we realize that we don't all start in the same place”
 - **Rasmussen's proposed change stated**

“...continue to work to foster understanding and embrace opportunities. We recognize that to achieve this, people need sustainable and fair access to opportunities that will help us all pursue the American dream.
- ✓ **7th Whereas**
 - **Resolution stated**

“We know our expression as a progressive, welcoming community.....”
 - **Rasmussen's proposed change stated**

"We know our expression as a forward thinking...."

Lengthy and extensive discussion occurred between committee members and one public comment by Alder Lou Larson who is not on the ED Committee, regarding the modifications presented. This discussion can be accessed on the city's YouTube channel for the full dialogue:

<https://www.youtube.com/watch?v=Hme8hSgLWYQ>.

Neal motioned to amend the Resolution and accept the changes to paragraphs 1, 3 and 7 but no changes to Whereas #6, seconded by Watson.

Committee voted on motion to amend the resolution. Motion carried 5-0.

Committee voted on the initial motion which carried 4-1 with Rasmussen being the dissenting vote.

MINUTES

Economic Development Committee Meeting

Date | time Tuesday, August 3, 2021 at 5:15 P.M. | *Meeting called to order by* Neal at 5:15 P.M.

In Attendance

Members Present: Tom Neal (ED chair), Sarah Watson, Becky McElhaney, Lisa Rasmussen, and Tom Kilian

Others Present: Mayor Katie Rosenberg, Lou Larson, Brad Lenz, Anne Jacobson, Shannon Graff, Samuel Wessel

In accordance with Chapter 19, Wisc. Statutes, notice of this meeting was posted and sent to the Daily Herald in the proper manner.

Agenda #6 – Discussion and possible action on adopting We Are Wausau Resolution.

Chair Neal introduced the item as presented in the packet.

Kilian motioned to approve, seconded by Watson.

Rasmussen presented modifications to the resolution and provided a hard copy to committee members.
(Changes proposed are highlighted on the copy in the packet)

Lengthy and extensive discussion occurred between committee members and one public comment by Alder Lou Larson who is not on the ED Committee, regarding the modifications presented. This discussion can be accessed on the city's YouTube channel for the full dialogue:

<https://www.youtube.com/watch?v=Hme8hSgLWYQ>.

Neal motioned to amend the Resolution and accept the changes to paragraphs 1, 3 and 7 but no changes to Whereas #6, seconded by Watson.

Committee voted on motion to amend the resolution. Motion carried 5-0.

Committee voted on the initial motion which carried 4-1 with Rasmussen being the dissenting vote.

We Are Wausau Resolution

WHEREAS, we are Wausau. We urgently, intentionally, and lovingly call on Wausau's residents, visitors, workers, business owners, non-profit leaders, community organizers, religious institutions, schools, and elected leaders to help us develop a city culture and community where all feel welcomed and fall in love with our community the way we have fallen in love with Wausau; and

WHEREAS, we are Wausau. We recognize that our social, economic, and collective physical and mental well-being is grounded in our community's ability to ensure we are an open, inclusive, and welcoming place to live, learn, work, and enjoy life; and

WHEREAS, we are Wausau. Our diversity comes in a variety of abilities, expressions, colors, origins, ages, experiences, statuses, histories, and belief systems. We hold each other up and celebrate cultural milestones with each other as we continue to make Wausau the kind of place everyone wants to call home. We see and hear and appreciate and participate in the human diversity that strengthens and expands our community; and

WHEREAS, we are Wausau. We rise to meet the challenges that misunderstandings about our diverse experiences may present. We seek to listen to understand each other. We aspire to learn from each other about our diverse experiences and barriers so we can empathetically and soundly inform our community's policies; and

WHEREAS, we are Wausau. We strive to create a community environment where all residents can celebrate and embrace our rich multicultural heritage without the fear of intimidation or hate. When we fall short, we will compassionately and firmly hold each other accountable; and

WHEREAS, we are Wausau. Because we want our community to be an open, inclusive, and diverse place to live, we will continue to work to achieve equity and to foster understanding. We recognize that words have power and when we say equity, we mean sustainable and just access to resources that will help us all gain entry to the American dream but we realize that we don't all start in the same place; and

WHEREAS, we are Wausau. We know our expression as a progressive, welcoming community is fundamental to achieving our social and economic goals; and

WHEREAS, we are Wausau. We are committed to being A Community for All in aspiration and in reality;

NOW, THEREFORE BE IT RESOLVED by the Common Council of the City of Wausau that we are Wausau and Wausau is "A COMMUNITY FOR ALL" and will continue to promote an environment that accepts, celebrates, appreciates, and promotes diversity within the community and denounce actions trying to divide us through hate or discrimination.

BE IT FURTHER RESOLVED that the City calls on our partners in government, residents, families, business owners, non-profit leaders, community organizers, religious institutions, and schools to join us as a united community and do the same.

BE IT FURTHER RESOLVED that the Wausau City Council, Mayor, and City Staff will work to inform policy discussions, keeping the diversity of abilities, expressions, colors, origins, ages, experiences, statuses, histories, and belief systems present in our community in mind as we chart our future together.

We Are Wausau Resolution

WHEREAS, we are Wausau. We urgently, intentionally, and lovingly call on Wausau's residents, visitors, workers, business owners, non-profit leaders, community organizers, religious institutions, schools, and elected leaders to help us develop a city culture and community where all feel welcomed and love our community the way we love Wausau; and

WHEREAS, we are Wausau. We recognize that our social, economic, and collective physical and mental well-being is grounded in our community's ability to ensure we are an open, inclusive, and welcoming place to live, learn, work, and enjoy life; and

WHEREAS, we are Wausau. Our diversity comes in a variety of abilities, expressions, colors, origins, ages, experiences, statuses, histories, and belief systems. We hold each other up and celebrate cultural milestones with each other as we continue to make Wausau the kind of place everyone wants to call home. We see, hear, appreciate and participate in the human diversity that strengthens and expands our community; and

WHEREAS, we are Wausau. We rise to meet the challenges that misunderstandings about our diverse experiences may present. We seek to listen to understand each other. We aspire to learn from each other about our diverse experiences and barriers so we can empathetically and soundly inform our community's policies; and

WHEREAS, we are Wausau. We strive to create a community environment where all residents can celebrate and embrace our rich multicultural heritage without the fear of intimidation or hate. When we fall short, we will compassionately and firmly hold each other accountable; and

WHEREAS, we are Wausau. Because we want our community to be an open, inclusive, and diverse place to live, we will continue to work to foster understanding and embrace opportunities. We recognize that to achieve this, people need sustainable and fair access to opportunities that will help us all pursue the American dream.

WHEREAS, we are Wausau. We know our expression as a forward thinking, welcoming community is fundamental to achieving our social and economic goals; and

WHEREAS, we are Wausau. We are committed to being A Community for All in aspiration and in reality;

NOW, THEREFORE BE IT RESOLVED by the Common Council of the City of Wausau that we are Wausau and Wausau is "A COMMUNITY FOR ALL" and will continue to promote an environment that accepts, celebrates, appreciates, and promotes diversity within the community and denounce actions trying to divide us through hate or discrimination.

BE IT FURTHER RESOLVED that the City calls on our partners in government, residents, families, business owners, non-profit leaders, community organizers, religious institutions, and schools to join us as a united community and do the same.

BE IT FURTHER RESOLVED that the Wausau City Council, Mayor, and City Staff will work to inform policy discussions, keeping the diversity of abilities, expressions, colors, origins, ages, experiences, statuses, histories, and belief systems present in our community in mind as we chart our future together.

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

RESOLUTION OF THE ECONOMIC DEVELOPMENT COMMITTEE

Approving assignment and assumption of Purchase and Development Agreement of Thomas Street Phase I remnant parcels from VestedNest Property Group LLC to Thomas Street Duplex, LLC, transfer of Property, and First Amendment to Purchase and Development Agreement

Committee Action: Approved 5-0

Fiscal Impact: None

File Number: 19-1012

Date Introduced: August 10, 2021

FISCAL IMPACT SUMMARY

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

RESOLUTION

WHEREAS, the City entered into a Purchase and Development Agreement (“PDA”) with Aedifix Holdings, LLC (“Aedifix”) for the sale and development of remnant parcels upon which to construct nine (9) two-family residential units (“Property”); and

WHEREAS, Aedifix and Bearded Kaptain, LLC (“Bearded Kaptain”), entered into a WB-35 Simultaneous Exchange Agreement, dated September 11, 2019, wherein Aedifix agreed to sell the Property, contingent upon the City providing its consent to the sale of the Property and waiving its right of first refusal to repurchase the Property; and

WHEREAS, on or about October 2, 2019, Bearded Kaptain assigned its interest in the Exchange Agreement to VestedNest Property Group LLC (“VestedNest”), pursuant to an amendment to the Exchange Agreement, dated September 30, 2019; and

WHEREAS, on October 22, 2019, the City approved, and on October 28, 2019, entered into an Assignment and Assumption of Purchase and Development Agreement (“Assignment”) between Aedifix and VestedNest, wherein by operation of its provisions, the City:

- Consented to the transfer of the Property from Aedifix to VestedNest
- Declined to exercise its Right of First Refusal (“ROFR”) to purchase the Property

- Released permanently its ROFR with respect to the Property for future transfers, thus making para. 11.b. of the PDA null and void.
- Maintained its right to approve future transfers of the Property and Assignments of the PDA

WHEREAS, on June 11, 2021, Vested Nest accepted a Commercial Offer to Purchase the Property from Frances J. Erhardt, who then assigned the purchase contract to Thomas Street Duplex, LLC; and

WHEREAS, because the PDA still requires the approval of the City to assign the PDA to another entity, the current purchaser has requested that that provision (para. 9) be eliminated from the PDA going forward; and

WHEREAS, the project is complete and the loan disbursed to Aedifix has been completely forgiven and the only surviving provision of the PDA is the *Tax Exempt Covenant and Payment in Lieu of Taxes* (paragraph 10), prohibiting future transfers to an entity exempt from general property taxation, referenced also in para. 5 of the Assignment, requiring that future transfers include the Deed Restrictions (Exhibit B - 2. and 3.); and

WHEREAS, on August 3, 2021, your Economic Development Committee considered the request for consent to transfer the Property and assign the PDA, and to release its right to consent to future transfers of the Property and assignments of the PDA, all of which was approved unanimously;

NOW, THEREFORE, BE IT RESOLVED that the Common Council of the City of Wausau does hereby approve the transfer of the Property from VestedNest Property Group, LLC to Thomas Street Duplex, LLC, the assignment of the Purchase and Development Agreement from VestedNest Property Group LLC to Thomas Street Duplex, LLC, and further approves the attached First Amendment to Purchase and Development Agreement which deletes sections 11.a, 11.b and 9. from the Purchase and Development Agreement, all as described above, and directs staff to execute the necessary documents to effect the same.

Approved:

Katie Rosenberg, Mayor

MINUTES

Economic Development Committee Meeting

Date / time Tuesday, August 3, 2021 at 5:15 P.M. | *Meeting called to order by* Neal at 5:15 P.M.

In Attendance

Members Present: Tom Neal (ED chair), Sarah Watson, Becky McElhaney, Lisa Rasmussen, and Tom Kilian

Others Present: Mayor Katie Rosenberg, Lou Larson, Brad Lenz, Anne Jacobson, Shannon Graff, Samuel Wessel

Agenda Item #5 – Discussion and possible action on assignment and assumption of Thomas Street Phase 1 remnant parcels from VestedNest Property Group, LLC to Thomas Street Duplex, LLC and amendment to Development Agreement eliminating paragraph 9. Transfers; Assignment.

Atty. Jacobson presented on the agenda item and explained that VestedNest wants to transfer the Thomas Street Duplexes on another 10-31 exchange to Fran Earhardt who assigned her purchase contract to Thomas Street Duplexes, LLC. The original development agreement requires they come to the city to get assignment for that agreement. At the last council action, council agreed to waive the right of first refusal but the development agreement still requires the city to approve assignments. Jacobson explained the amendment provided in the packet formalizes that we no longer have the right of first refusal and removed the city's right to approve assignments, as requested by Thomas Street Duplexes, LLC. Jacobson stated all properties are built, the full amount of the loan has been forgiven and there are no other remaining obligations in the development agreement other than if the property sold to a non-taxable entity, they'd have to make a pilot payment to the city. This obligation remains whether or not the city consents to assignments. Jacobson explained the removal of this verbiage means the city will no longer know if the next owner transfers it again.

Rasmussen commented that the properties are no different than any other rental property to be managed by the private sector and sees no reason for the city to have a hand in the assignments unless it's a non-taxable entity. Rasmussen asked if it was Jacobson's recommendation to approve this amendment.

Jacobson recommended to approve the amendment.

Rasmussen motioned to approve the amendment, seconded McElhaney.

Watson questioned Jacobson's staff memo in the packet where it stated that she does 'not' recommend to approve the amendment.

Jacobson replied that was an error on her part and she does recommend to approve. She confirmed what Rasmussen stated that the city doesn't have any 'skin in the game' since agreement has been fulfilled.

Committee voted and 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

Nathan Miller
Assistant City Attorney

Memorandum

From: Anne L. Jacobson, City Attorney

To: Economic Development Committee

Date: July 29, 2021

Re: Assignment and Assumption of Thomas Street Phase I Remnant Parcels from VestedNest Property Group LLC to Thomas Street Duplex, LLC and Amendment to Development Agreement Eliminating Paragraph 9. Transfers; Assignment

Purpose: The purpose of this item is to discuss the assignment and assumption of Thomas Street Phase I remnant parcels from VestedNest Property Group LLC to Thomas Street Duplex, LLC and the request to amend the Development Agreement eliminating Paragraph 9. Transfers; Assignment.

Facts: The City entered into a Development Agreement with Aedifix Holdings, LLC (Aedifix) on October 19, 2018 for the construction of nine buildings along Thomas Street Phase 1 redevelopment area.

On September 11, 2019, Aedifix entered into a Simultaneous Exchange Agreement whereby they agreed to sell the properties to Bearded Captain and on October 2, 2019, Bearded Captain assigned its right, title and interest in and to VestedNest Property Group LLC (VestedNest). An Assignment and Assumption of Purchase and Development Agreement was executed on October 28, 2019 along with a Waiver of Right to Repurchase as required in the Development Agreement.

On June 11, 2021, VestedNest entered into a Simultaneous Exchange Agreement and accepted a Commercial Offer to Purchase with Frances Erhardt. The Offer included a

contingency of an assignment of the Offer to a related entity. Ms. Erhardt would like to assign the Offer to Purchase to Thomas Street Duplex, LLC.

Ms. Erhardt requested that the Development Agreement be amended eliminating paragraph 9. Transfers; Assignment; thereby allowing the Developer to assign the Development Agreement and transfer the properties without City approval.

The Assignment and Assumption executed on October 28, 2019, included a clause that if the transfer of properties to VestedNest occurred on or before May 9, 2020, the City shall have no further right of first refusal with respect to the properties and Section 11.b. (Right of First Refusal) of the Development Agreement would be null and void.

Staff Recommendation: Recommendation by Committee for consent to transfer the properties to Thomas Street Duplex, LLC.

As to the request for amending the Development Agreement, I would recommend eliminating paragraph 9. Transfers; Assignment; however the Committee and Council have the final decision.

WB-15 COMMERCIAL OFFER TO PURCHASE

Page 1 of 12, WB-15

1 **LICENSEE DRAFTING THIS OFFER ON** 06/11/2021 **[DATE] IS (AGENT OF BUYER)**
 2 **(AGENT OF SELLER/LISTING FIRM) (AGENT OF BUYER AND SELLER) STRIKE THOSE NOT APPLICABLE**

3 The Buyer, Frances J. Erhardt,
 4 offers to purchase the Property known as 1044-1046 S 11th Ave, 1041-1043 S 12th Ave, 1038-1040 S 15th Ave,
 5 1042-1044 S 15th Ave, 1039-1041 S 7th Ave, 1040-1042 S 7th Ave, 510-512 W Thomas St, 516-518 W Thomas St,
 6 [e.g., Street Address, Parcel Number(s), legal description, or insert additional description, if any, at lines 620-
 7 650, or attach as an addendum per line 676] in the City of Wausau, County
 8 of Marathon Wisconsin, on the following terms:

9 **PURCHASE PRICE** The purchase price is Three million seven hundred forty five thousand
 10 Dollars (\$ 3,745,000).

11 **INCLUDED IN PURCHASE PRICE** Included in purchase price is the Property, all Fixtures on the Property as of the date
 12 stated on line 1 of this Offer (unless excluded at lines 20-23), and the following additional items: 20 Stoves,
 13 20 refrigerators, 20 washers, 20 dryers, 20 microwaves, 20 dishwashers, 20 nest camera and thermostats

16 All personal property included in purchase price will be transferred by bill of sale or
 17 **NOTE: The terms of this Offer, not the listing contract or marketing materials, determine what items are included**
 18 **or not included.**

19 **NOT INCLUDED IN PURCHASE PRICE** Not included in purchase price is Seller's personal property (unless included at
 20 lines 12-15) and the following: Seller's personal property and tenants personal property

24 **CAUTION: Identify trade fixtures owned by tenant, if applicable, and Fixtures that are on the Property (see lines 26-**
 25 **34) to be excluded by Seller or that are rented and will continue to be owned by the lessor.**

26 "Fixture" is an item of property which is physically attached to or so closely associated with land or improvements so as to
 27 be treated as part of the real estate, including, without limitation, physically attached items not easily removable without
 28 damage to the premises, items specifically adapted to the premises and items customarily treated as fixtures, including, but
 29 not limited to, all: garden bulbs; plants; shrubs and trees; screen and storm doors and windows; electric lighting fixtures;
 30 window shades; curtain and traverse rods; blinds and shutters; central heating and cooling units and attached equipment;
 31 water heaters and treatment systems; sump pumps; attached or fitted floor coverings; awnings; attached antennas; garage
 32 door openers and remote controls; installed security systems; central vacuum systems and accessories; in-ground sprinkler
 33 systems and component parts; built-in appliances; ceiling fans; fences; storage buildings on permanent foundations and
 34 docks/piers on permanent foundations. A Fixture does not include trade fixtures owned by tenants of the Property.

35 **CAUTION: Exclude Fixtures not owned by Seller such as rented fixtures. See lines 20-23.**

36 **BINDING ACCEPTANCE** This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer
 37 on or before 6/13/2021. Seller may keep the Property
 38 on the market and accept secondary offers after binding acceptance of this Offer.

39 **CAUTION: This Offer may be withdrawn prior to delivery of the accepted Offer.**

40 **ACCEPTANCE** Acceptance occurs when all Buyers and Sellers have signed one copy of the Offer, or separate but identical
 41 copies of the Offer.

42 **CAUTION: Deadlines in the Offer are commonly calculated from acceptance. Consider whether short term**
 43 **deadlines running from acceptance provide adequate time for both binding acceptance and performance.**

44 **CLOSING** This transaction is to be closed on August 4, 2021
 45 at the place selected by Seller,
 46 unless otherwise agreed by the Parties in writing. If the date for closing falls on Saturday, Sunday, or a federal or a state
 47 holiday, the closing date shall be the next Business Day.

48 **CAUTION: To reduce the risk of wire transfer fraud, any wiring instructions received should be independently**
 49 **verified by phone or in person with the title company, financial institution, or entity directing the transfer. The real**
 50 **estate licensees in this transaction are not responsible for the transmission or forwarding of any wiring or money**
 51 **transfer instructions.**

EARNEST MONEY

53 ■ EARNEST MONEY of \$ 0 accompanies this Offer.
 54 If Offer was drafted by a licensee, receipt of the earnest money accompanying this Offer is acknowledged.
 55 ■ EARNEST MONEY of \$ 50,000 will be mailed, or commercially, electronically
 56 or personally delivered within 5 days ("5" if left blank) after acceptance.

57 All earnest money shall be delivered to and held by (~~listing Firm~~) (~~drafting Firm~~) (other identified as Seller's title company
58 _____) **STRIKE THOSE NOT APPLICABLE**

59 (listing Firm if none chosen; if no listing Firm, then drafting Firm; if no Firm then Seller).

60 **CAUTION: If a Firm does not hold earnest money, an escrow agreement should be drafted by the Parties or an**
61 **attorney as lines 64-84 do not apply. If someone other than Buyer pays earnest money, consider a special**
62 **disbursement agreement.**

63 ■ **THE BALANCE OF PURCHASE PRICE** will be paid in cash or equivalent at closing unless otherwise agreed in writing.
64 ■ **DISBURSEMENT IF EARNEST MONEY HELD BY A FIRM:** If negotiations do not result in an accepted offer and the
65 earnest money is held by a Firm, the earnest money shall be promptly disbursed (after clearance from payer's depository
66 institution if earnest money is paid by check) to the person(s) who paid the earnest money. At closing, earnest money shall
67 be disbursed according to the closing statement. If this Offer does not close, the earnest money shall be disbursed according
68 to a written disbursement agreement signed by all Parties to this Offer. If said disbursement agreement has not been
69 delivered to the Firm holding the earnest money within 60 days after the date set for closing, that Firm may disburse the
70 earnest money: (1) as directed by an attorney who has reviewed the transaction and does not represent Buyer or Seller;
71 (2) into a court hearing a lawsuit involving the earnest money and all Parties to this Offer; (3) as directed by court order; (4)
72 upon authorization granted within this Offer; or (5) any other disbursement required or allowed by law. The Firm may retain
73 legal services to direct disbursement per (1) or to file an interpleader action per (2) and the Firm may deduct from the
74 earnest money any costs and reasonable attorneys' fees, not to exceed \$250, prior to disbursement.

75 ■ **LEGAL RIGHTS/ACTION:** The Firm's disbursement of earnest money does not determine the legal rights of the Parties
76 in relation to this Offer. Buyer's or Seller's legal right to earnest money cannot be determined by the Firm holding the earnest
77 money. At least 30 days prior to disbursement per (1), (4) or (5) above, where the Firm has knowledge that either Party
78 disagrees with the disbursement, the Firm shall send Buyer and Seller written notice of the intent to disburse by certified
79 mail. If Buyer or Seller disagrees with the Firm's proposed disbursement, a lawsuit may be filed to obtain a court order
80 regarding disbursement. Small Claims Court has jurisdiction over all earnest money disputes arising out of the sale of
81 residential property with one-to-four dwelling units. Buyer and Seller should consider consulting attorneys regarding their
82 legal rights under this Offer in case of a dispute. Both Parties agree to hold the Firm harmless from any liability for good
83 faith disbursement of earnest money in accordance with this Offer or applicable Department of Safety and Professional
84 Services regulations concerning earnest money. See Wis. Admin. Code Ch. REEB 18.

85 **TIME IS OF THE ESSENCE** "Time is of the Essence" as to: (1) earnest money payment(s); (2) binding acceptance; (3)
86 occupancy; (4) date of closing; (5) contingency Deadlines **STRIKE AS APPLICABLE** and all other dates and Deadlines in
87 this Offer except: none

88 _____. If "Time is of the Essence" applies to a date or Deadline,
89 failure to perform by the exact date or Deadline is a breach of contract. If "Time is of the Essence" does not apply to a date
90 or Deadline, then performance within a reasonable time of the date or Deadline is allowed before a breach occurs.

91 **PROPERTY CONDITION REPRESENTATIONS** Seller represents to Buyer that as of the date of acceptance Seller has
92 no notice or knowledge of Conditions Affecting the Property or Transaction (lines 104-173) other than those identified in
93 Seller's disclosure report dated _____ and a Real Estate Condition Report, if applicable, dated
94 _____, which was/were received by Buyer prior to Buyer signing this Offer and which is/are made a part of this
95 offer by reference **COMPLETE DATES OR STRIKE AS APPLICABLE** and _____

96 _____
97 _____
98 **INSERT CONDITIONS NOT ALREADY INCLUDED IN THE DISCLOSURE OR CONDITION REPORT(S).**

99 **CAUTION: If the Property includes 1-4 dwelling units, a Real Estate Condition Report containing the disclosures**
100 **provided in Wis. Stat. § 709.03 may be required. Excluded from this requirement are sales of property that has**
101 **never been inhabited, sales exempt from the real estate transfer fee, and sales by certain court-appointed**
102 **fiduciaries, for example, personal representatives, who have never occupied the Property. Buyer may have**
103 **rescission rights per Wis. Stat. § 709.05.**

104 "Conditions Affecting the Property or Transaction" are defined to include:

- 105 a. Defects in the structure or structural components on the Property, e.g. roof, foundation (including cracks, seepage, and
106 bulges), basement or other walls.
- 107 b. Defects in mechanical systems, e.g. HVAC (including the air filters and humidifiers), electrical, plumbing, septic, wells,
108 fire safety, security or lighting.
- 109 c. Defects in a well on the Property or in a well that serves the Property, including unsafe well water, a joint well serving
110 the Property or any Defect related to a joint well serving the Property.
- 111 d. Water quality issues caused by unsafe concentrations of or unsafe conditions relating to lead.
- 112 e. Defects in septic system or other private sanitary disposal system on or serving the Property or any out-of-service
113 septic system serving the Property not closed or abandoned according to applicable regulations.
- 114 f. Underground or aboveground storage tanks presently or previously on the Property for storage of flammable or
115 combustible liquids, including but not limited to gasoline and heating oil, or any Defects in such tanks presently or previously
116 on the Property; LP tanks on the Property or any defects in such LP tanks.
- 117 g. Defect or contamination caused by unsafe concentrations of, or unsafe conditions relating to, lead in paint, lead in soil,

- 118 presence of asbestos or asbestos-containing materials, radon, radium in water supplies, mold, pesticides or other potentially
119 hazardous or toxic substances on the Property.
- 120 h. Manufacture of or spillage of methamphetamine (meth) or other hazardous or toxic substances on the Property.
- 121 i. Zoning or building code violations, any land division involving the Property for which required state or local permits had
122 not been obtained, nonconforming structures or uses, conservation easements.
- 123 j. Special purpose district, such as a drainage district, lake district, sanitary district or sewer district, that has the authority
124 to impose assessments against the real property located within the district.
- 125 k. Proposed, planned or commenced construction of public improvements which may result in special assessments or
126 otherwise materially affect the Property or the present use of the Property.
- 127 l. Federal, state or local regulations requiring repairs, alterations or corrections of an existing condition, such as orders to
128 correct building code violations.
- 129 m. Flooding, standing water, drainage problems or other water problems on or affecting the Property.
- 130 n. Material damage from fire, wind, floods, earthquake, expansive soils, erosion or landslides.
- 131 o. Nearby airports, freeways, railroads or landfills, or significant odor, noise, water intrusion or other irritants emanating
132 from neighboring property.
- 133 p. Current or previous termite, powder post beetle, or carpenter ant infestations or Defects caused by animal, reptile, or
134 insect infestations.
- 135 q. Property or portion of the Property in a floodplain, wetland or shoreland zoning area under local, state or federal
136 regulations.
- 137 r. Property is subject to a mitigation plan required under administrative rules of the Department of Natural Resources
138 related to county shoreland zoning ordinances, which obligates the owner of the Property to establish or maintain certain
139 measures related to shoreland conditions and which is enforceable by the county.
- 140 s. Nonowners having rights to use part of the Property, other than public rights-of-way, including, but not limited to, private
141 rights-of-way and private easements, other than recorded utility easements; lack of legal access or access restrictions;
142 restrictive covenants and deed restrictions; shared fences, walls, wells, driveways, signage or other shared usages; or
143 leased parking.
- 144 t. Boundary or lot line disputes, encroachments, or encumbrances affecting the Property.
- 145 u. High voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the
146 Property.
- 147 v. Structure on the Property designated as a historic building, all or any part of the Property located in a historic district, or
148 burial sites or archeological artifacts on the Property.
- 149 w. All or part of the land has been assessed as agricultural land, the owner has been assessed a use-value conversion
150 charge or the payment of a use-value conversion charge has been deferred.
- 151 x. All or part of the Property is subject to, enrolled in or in violation of a certified farmland preservation zoning district or a
152 farmland preservation agreement, or a Forest Crop, Managed Forest Law (see disclosure requirements in Wis. Stat. §
153 710.12), Conservation Reserve or a comparable program.
- 154 y. A pier is attached to the Property that is not in compliance with state or local pier regulations, a written agreement
155 affecting riparian rights related to the Property; or the bed of the abutting navigable waterway is owned by a hydroelectric
156 operator.
- 157 z. A dam is totally or partially located on the Property; or an ownership interest in a dam not located on the Property will
158 be transferred with the Property because the dam is owned collectively by a homeowners' association, lake district, or
159 similar group of which the Property owner is a member.
- 160 aa. Government investigation or private assessment/audit of environmental matters conducted.
- 161 bb. Presence of or a Defect caused by unsafe concentrations of, unsafe conditions relating to, or the storage of hazardous
162 or toxic substances on neighboring properties.
- 163 cc. Owner's receipt of notice of property tax increases, other than normal annual increases, or notice or knowledge of a
164 pending property reassessment, remodeling that may increase the property's assessed value, or pending special
165 assessments.
- 166 dd. Agreements that bind subsequent owners of the property, such as a lease agreement or an extension of credit from
167 an electric cooperative.
- 168 ee. Remodeling, replacements, or repairs affecting the Property's structure or mechanical systems that were done or
169 additions to the Property that were made during the owner's period of ownership without the required permits.
- 170 ff. Rented items located on the Property or items affixed to or closely associated with the Property.
- 171 gg. Owner is a foreign person as defined in the Foreign Investment in Real Property Tax Act in 26 IRC § 1445(f).
- 172 hh. Other Defects affecting the Property, including, without limitation, drainage easement or grading problems; or excessive
173 sliding, settling, earth movement or upheavals.

PROPOSED USE CONTINGENCIES: This Offer is contingent upon Buyer obtaining, at Buyer's expense, the reports or documentation required by any optional provisions checked on lines 185-197 below. The optional provisions checked on lines 185-197 shall be deemed satisfied unless Buyer, within 30 days ("30" if left blank) after acceptance, delivers: (1) written notice to Seller specifying those optional provisions checked below that cannot be satisfied and (2) written evidence substantiating why each specific provision referred to in Buyer's notice cannot be satisfied. Upon delivery of Buyer's notice, this Offer shall be null and void. Seller agrees to cooperate with Buyer as necessary to satisfy the contingency provisions checked at lines 185-197.

Proposed Use: Buyer is purchasing the Property for the purpose of: rental properties

[insert proposed use and type and size of building, if applicable; e.g. restaurant/tavern with capacity of 350 and 3 second floor dwelling units].

☐ **ZONING:** Verification of zoning and that the Property's zoning allows Buyer's proposed use described at lines 181-183.

☐ **EASEMENTS AND RESTRICTIONS:** Copies of all public and private easements, covenants and restrictions affecting the Property and a written determination by a qualified independent third party that none of these prohibit or significantly delay or increase the costs of the proposed use or development identified at lines 181-183.

☐ **APPROVALS:** All applicable governmental permits, approvals and licenses, as necessary and appropriate, or the final discretionary action by the granting authority prior to the issuance of such permits, approvals and licenses, for the following items related to Buyer's proposed use: _____

_____ or delivering written notice to Seller if the item(s) cannot be obtained or can only be obtained subject to conditions which significantly increase the cost of Buyer's proposed use described at lines 181-183.

☐ **ACCESS TO PROPERTY:** Written verification that there is legal vehicular access to the Property from public roads.

☐ **LAND USE APPROVAL/PERMITS:** This Offer is contingent upon (Buyer)(Seller) **STRIKE ONE** ("Buyer" if neither stricken) obtaining the following, including all costs: a **CHECK ALL THAT APPLY:** ☐ rezoning; ☐ conditional use permit; ☐ variance; ☐ other _____ for the Property for its proposed use described at lines 181-183. Seller agrees to cooperate with Buyer as necessary to satisfy this contingency. Buyer shall deliver, within _____ days of acceptance, written notice to Seller if any item cannot be obtained, in which case this Offer shall be null and void.

☐ **MAP OF THE PROPERTY:** This Offer is contingent upon (Buyer obtaining) (Seller providing) **STRIKE ONE** ("Seller providing" if neither is stricken) a _____ survey (ALTA/NSPS Land Title Survey if survey type is not specified) dated subsequent to the date of acceptance of this Offer and prepared by a registered land surveyor, within _____ days ("30" if left blank) after acceptance, at (Buyer's) (Seller's) **STRIKE ONE** ("Seller's" if neither is stricken) expense. The map shall show minimum of _____ acres, maximum of _____ acres, the legal description of the Property, the Property's boundaries and dimensions, visible encroachments upon the Property, the location of improvements, if any, and: _____

STRIKE AND COMPLETE AS APPLICABLE Additional map features which may be added include, but are not limited to: staking of all corners of the Property; identifying dedicated and apparent streets; lot dimensions; total acreage or square footage; utility installations; easements or rights-of-way. Such survey shall be in satisfactory form and accompanied by any required surveyor's certificate sufficient to enable Buyer to obtain removal of the standard survey exception(s) on the title policy.

CAUTION: Consider the cost and the need for map features before selecting them. Also consider the time required to obtain the map when setting the deadline.

This contingency shall be deemed satisfied unless Buyer, within 5 days after the deadline for delivery of said map, delivers to Seller a copy of the map and a written notice which identifies: (1) a significant encroachment; (2) information materially inconsistent with prior representations; (3) failure to meet requirements stated within this contingency; or (4) the existence of conditions that would prohibit the Buyer's intended use of the Property described at lines 181-183. Upon delivery of Buyer's notice, this Offer shall be null and void. Once the deadline for delivery has passed, if Seller was responsible to provide the map and failed to timely deliver the map to Buyer, Buyer may terminate this Offer if Buyer delivers a written notice of termination to Seller prior to Buyer's Actual Receipt of said map from Seller.

☒ **DOCUMENT REVIEW CONTINGENCY:** This Offer is contingent upon Seller delivering the following documents to Buyer within 15 days ("30" if left blank) after acceptance: **CHECK THOSE THAT APPLY; STRIKE AS APPROPRIATE**

☐ Documents evidencing the sale of the Property has been properly authorized, if Seller is a business entity.

☒ A complete inventory of all furniture, fixtures, equipment and other personal property included in this transaction which is consistent with representations made prior to and in this Offer.

☐ Uniform Commercial Code lien search as to the personal property included in the purchase price, showing the Property to be free and clear of all liens, other than liens to be released prior to or at closing.

☐ Rent roll.

☒ Other Insurance, leases, rental applications, move-in inspections, inspection reports from previous buyers, property records including plans, permits, applications and surveys and any maintenance records, tenant delinquencies, 2 years of llc tax returns _____

235 Additional items which may be added include, but are not limited to: building, construction or component warranties,
236 previous environmental site assessments, surveys, title commitments and policies, maintenance agreements, other
237 contracts relating to the Property, existing permits and licenses, recent financial operating statements, current and future
238 rental agreements, notices of termination and non-renewal, and assessment notices.

239 All documents Seller delivers to Buyer shall be true, accurate, current and complete. Buyer shall keep all such documents
240 confidential and disclose them to third parties only to the extent necessary to implement other provisions of this Offer. Buyer
241 shall return all documents (originals and any reproductions) to Seller if this Offer is terminated.

242 ■ **CONTINGENCY SATISFACTION:** This contingency shall be deemed satisfied unless Buyer, within ____ days ("5" if left
243 blank) after the deadline for delivery of the documents, delivers to Seller a written notice indicating this contingency has not
244 been satisfied. Such notice shall identify which document(s) have not been timely delivered or do not meet the standard set
245 forth for the document(s). Upon delivery of such notice, this Offer shall be null and void.

246 ☐ **ENVIRONMENTAL EVALUATION CONTINGENCY:** This Offer is contingent upon a qualified independent
247 environmental consultant of Buyer's choice conducting an Environmental Site Assessment of the Property (see lines 274-
248 291), at (Buyer's) (Seller's) expense **STRIKE ONE** ("Buyer's" if neither is stricken), which discloses no Defects.

249 **NOTE: "Defect" as defined on lines 523-525 means a condition that would have a significant adverse effect on the**
250 **value of the Property; that would significantly impair the health or safety of future occupants of the Property; or**
251 **that if not repaired, removed or replaced would significantly shorten or adversely affect the expected normal life**
252 **of the premises.**

253 For the purpose of this contingency, a Defect is defined to also include a material violation of environmental laws, a material
254 contingent liability affecting the Property arising under any environmental laws, the presence of an underground storage
255 tank(s) or material levels of hazardous substances either on the Property or presenting a significant risk of contaminating
256 the Property due to future migration from other properties. Defects do not include conditions the nature and extent of which
257 Buyer had actual knowledge or written notice before signing the Offer.

258 ■ **CONTINGENCY SATISFACTION:** This contingency shall be deemed satisfied unless Buyer, within ____ days ("30" if
259 left blank) after acceptance, delivers to Seller a copy of the Environmental Site Assessment report and a written notice
260 listing the Defect(s) identified in the Environmental Site Assessment report to which Buyer objects (Notice of Defects).

261 **CAUTION: A proposed amendment is not a Notice of Defects and will not satisfy this notice requirement.**

262 ■ **RIGHT TO CURE:** Seller (shall) (shall not) **STRIKE ONE** ("shall" if neither is stricken) have a right to cure the Defects.

263 If Seller has the right to cure, Seller may satisfy this contingency by:

- 264 (1) delivering written notice to Buyer within ____ ("10" if left blank) days after Buyer's delivery of the Notice of
265 Defects stating Seller's election to cure Defects;
266 (2) curing the Defects in a good and workmanlike manner; and
267 (3) delivering to Buyer a written report detailing the work done no later than three days prior to closing.

268 This Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written Environmental Site
269 Assessment report and:

- 270 (1) Seller does not have a right to cure; or
271 (2) Seller has a right to cure but:
272 (a) Seller delivers written notice that Seller will not cure; or
273 (b) Seller does not timely deliver the written notice of election to cure.

274 ■ **ENVIRONMENTAL SITE ASSESSMENT:** An "Environmental Site Assessment" (also known as a "Phase I Site Assessment")
275 may include, but is not limited to: (1) an inspection of the Property; (2) a review of the ownership and use history of the
276 Property, including a search of title records showing private ownership of the Property for a period of 80 years prior to the
277 visual inspection; (3) a review of historic and recent aerial photographs of the Property, if available; (4) a review of
278 environmental licenses, permits or orders issued with respect to the Property (5) an evaluation of results of any
279 environmental sampling and analysis that has been conducted on the Property; and (6) a review to determine if the Property
280 is listed in any of the written compilations of sites or facilities considered to pose a threat to human health or the environment
281 including the National Priorities List, the Department of Nature Resources' (DNR) Registry of Waste Disposal Sites, the
282 DNR's Contaminated Lands Environmental Action Network, and the DNR's Remediation and Redevelopment (RR) Sites
283 Map including the Geographical Information System (GIS) Registry and related resources. Any Environmental Site
284 Assessment performed under this Offer shall comply with generally recognized industry standards (e.g. current American
285 Society of Testing and Materials "Standard Practice for Environmental Site Assessments"), and state and federal guidelines,
286 as applicable.

287 **CAUTION: Unless otherwise agreed an Environmental Site Assessment does not include subsurface testing of the**
288 **soil or groundwater or other testing of the Property for environmental pollution. If further investigation is required,**
289 **insert provisions for a Phase II Site Assessment (collection and analysis of samples), Phase III Environmental Site**
290 **Assessment (evaluation of remediation alternatives) or other site evaluation at lines 620-650 or attach as an**
291 **addendum per line 676.**

292 **INSPECTIONS AND TESTING** Buyer may only conduct inspections or tests if specific contingencies are included as a
293 part of this Offer. An "inspection" is defined as an observation of the Property, which does not include an appraisal or testing
294 of the Property, other than testing for leaking carbon monoxide, or testing for leaking LP gas or natural gas used as a fuel
295 source, which are hereby authorized. A "test" is defined as the taking of samples of materials such as soils, water, air or

building materials from the Property for laboratory or other analysis of these materials. Seller agrees to allow Buyer's inspectors, testers and appraisers reasonable access to the Property upon advance notice, if necessary, to satisfy the contingencies in this Offer. Buyer or licensees or both may be present at all inspections and testing. Except as otherwise provided, Seller's authorization for inspections does not authorize Buyer to conduct testing of the Property.

NOTE: Any contingency authorizing testing should specify the areas of the Property to be tested, the purpose of the test, (e.g., to determine if environmental contamination is present), any limitations on Buyer's testing and any other material terms of the contingency.

Buyer agrees to promptly restore the Property to its original condition after Buyer's inspections and testing are completed unless otherwise agreed to with Seller. Buyer agrees to promptly provide copies of all inspection and testing reports to Seller. Seller acknowledges that certain inspections or tests may detect environmental pollution which may be required to be reported to the Wisconsin Department of Natural Resources.

☒ **INSPECTION CONTINGENCY:** This contingency only authorizes inspections, not testing (see lines 292-306).

(1) This Offer is contingent upon a ~~qualified independent inspector(s)~~ conducting an inspection(s) of the Property which discloses no Defects.

(2) This Offer is further contingent upon a ~~qualified independent inspector~~ or independent qualified third party performing an inspection of _____

_____ (list any Property feature(s) to be separately inspected, e.g., dumpsite, etc.) which discloses no Defects.

(3) Buyer may have follow-up inspections recommended in a written report resulting from an authorized inspection, provided they occur prior to the Deadline specified at line 320. Each inspection shall be performed by a qualified independent inspector or independent qualified third party.

Buyer shall order the inspection(s) and be responsible for all costs of inspection(s).

CAUTION: Buyer should provide sufficient time for the primary inspection and/or any specialized inspection(s), as well as any follow-up inspection(s).

This contingency shall be deemed satisfied unless Buyer, within 14 days ("20" if left blank) after acceptance, delivers to Seller a copy of the inspection report(s) dated after the date on line 1 of this Offer and a written notice listing the Defect(s) identified in the inspection report(s) to which Buyer objects (Notice of Defects).

CAUTION: A proposed amendment is not a Notice of Defects and will not satisfy this notice requirement.

For the purpose of this contingency, Defects do not include conditions the nature and extent of which Buyer had actual knowledge or written notice before signing the Offer.

NOTE: "Defect" as defined on lines 523-525 means a condition that would have a significant adverse effect on the value of the Property; that would significantly impair the health or safety of future occupants of the Property; or that if not repaired, removed or replaced would significantly shorten or adversely affect the expected normal life of the premises.

■ **RIGHT TO CURE:** Seller ~~(shall)~~(shall not) **STRIKE ONE** ("shall" if neither is stricken) have a right to cure the Defects.

If Seller has the right to cure, Seller may satisfy this contingency by:

(1) delivering written notice to Buyer within 10 days of Buyer's delivery of the Notice of Defects stating Seller's election to cure Defects;

(2) curing the Defects in a good and workmanlike manner; and

(3) delivering to Buyer a written report detailing the work done no later than three days prior to closing.

This Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written inspection report(s) and:

(1) Seller does not have a right to cure; or

(2) Seller has a right to cure but:

(a) Seller delivers written notice that Seller will not cure; or

(b) Seller does not timely deliver the written notice of election to cure.

IF LINE 342 IS NOT MARKED OR IS MARKED N/A LINES 392-403 APPLY.

☐ **FINANCING COMMITMENT CONTINGENCY:** This Offer is contingent upon Buyer being able to obtain a written _____ [loan type or specific lender, if any] first mortgage loan commitment as described below, within _____ days after acceptance of this Offer. The financing selected shall be in an amount of not less than \$ _____ for a term of not less than _____ years, amortized over not less than _____ years. Initial monthly payments of principal and interest shall not exceed \$ _____. Buyer acknowledges that lender's required monthly payments may also include 1/12th of the estimated net annual real estate taxes, hazard insurance premiums, and private mortgage insurance premiums. The mortgage shall not include a prepayment premium. Buyer agrees to pay discount points in an amount not to exceed _____% ("0" if left blank) of the loan. If Buyer is using multiple loan sources or obtaining a construction loan or land contract financing, describe at lines 620-650 or in an addendum attached per line 676. Buyer agrees to pay all customary loan and closing costs, wire fees, and loan origination fees, to promptly apply for a mortgage loan, and to provide evidence of application promptly upon request of Seller. Seller agrees to allow lender's appraiser access to the Property.

■ **LOAN AMOUNT ADJUSTMENT:** If the purchase price under this Offer is modified, any financed amount, unless otherwise provided, shall be adjusted to the same percentage of the purchase price as in this contingency and the monthly payments shall be adjusted as necessary to maintain the term and amortization stated above.

CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 358 OR 359.☐ **FIXED RATE FINANCING:** The annual rate of interest shall not exceed _____%.☐ **ADJUSTABLE RATE FINANCING:** The initial interest rate shall not exceed _____%. The initial interest rate shall be fixed for _____ months, at which time the interest rate may be increased not more than _____% ("2" if left blank) at the first adjustment and by not more than _____% ("1" if left blank) at each subsequent adjustment. The maximum interest rate during the mortgage term shall not exceed the initial interest rate plus _____% ("6" if left blank). Monthly payments of principal and interest may be adjusted to reflect interest changes.**NOTE: If purchase is conditioned on Buyer obtaining financing for operations or development consider adding a contingency for that purpose.****■ SATISFACTION OF FINANCING COMMITMENT CONTINGENCY:** If Buyer qualifies for the loan described in this Offer or another loan acceptable to Buyer, Buyer agrees to deliver to Seller a copy of a written loan commitment.

This contingency shall be satisfied if, after Buyer's review, Buyer delivers to Seller a copy of a written loan commitment (even if subject to conditions) that is:

(1) signed by Buyer; or

(2) accompanied by Buyer's written direction for delivery.

Delivery of a loan commitment by Buyer's lender or delivery accompanied by a notice of unacceptability shall not satisfy this contingency.

CAUTION: The delivered loan commitment may contain conditions Buyer must yet satisfy to obligate the lender to provide the loan. Buyer understands delivery of a loan commitment removes the Financing Commitment Contingency from the Offer and shifts the risk to Buyer if the loan is not funded.**■ SELLER TERMINATION RIGHTS:** If Buyer does not deliver a loan commitment on or before the Deadline on line 344. Seller may terminate this Offer if Seller delivers a written notice of termination to Buyer prior to Seller's Actual Receipt of written loan commitment from Buyer.**■ FINANCING COMMITMENT UNAVAILABILITY:** If a financing commitment is not available on the terms stated in this Offer (and Buyer has not already delivered an acceptable loan commitment for other financing to Seller), Buyer shall promptly deliver written notice to Seller of same including copies of lender(s)' rejection letter(s) or other evidence of unavailability.☐ **SELLER FINANCING:** Seller shall have 10 days after the earlier of:

(1) Buyer delivery of written notice of evidence of unavailability as noted in lines 380-383; or

(2) the Deadline for delivery of the loan commitment set on line 344

to deliver to Buyer written notice of Seller's decision to finance this transaction with a note and mortgage under the same terms set forth in this Offer, and this Offer shall remain in full force and effect, with the time for closing extended accordingly. If Seller's notice is not timely given, the option for Seller to provide financing shall be considered waived. Buyer agrees to cooperate with and authorizes Seller to obtain any credit information reasonably appropriate to determine Buyer's credit worthiness for Seller financing.

IF THIS OFFER IS NOT CONTINGENT ON FINANCING COMMITMENT Within _____ days ("7" if left blank) after acceptance, Buyer shall deliver to Seller either:

(1) reasonable written verification from a financial institution or third party in control of Buyer's funds that Buyer has, at the time of verification, sufficient funds to close; or

(2) _____ [Specify documentation Buyer agrees to deliver to Seller].

If such written verification or documentation is not delivered, Seller has the right to terminate this Offer by delivering written notice to Buyer prior to Seller's Actual Receipt of a copy of Buyer's written verification. Buyer may or may not obtain mortgage financing but does not need the protection of a financing commitment contingency. Seller agrees to allow Buyer's appraiser access to the Property for purposes of an appraisal. Buyer understands and agrees that this Offer is not subject to the appraisal meeting any particular value, unless this Offer is subject to an appraisal contingency, nor does the right of access for an appraisal constitute a financing commitment contingency.

☐ **APPRAISAL CONTINGENCY:** This Offer is contingent upon Buyer or Buyer's lender having the Property appraised at Buyer's expense by a Wisconsin licensed or certified independent appraiser who issues an appraisal report dated subsequent to the date stated on line 1 of this Offer, indicating an appraised value for the Property equal to or greater than the agreed upon purchase price.

This contingency shall be deemed satisfied unless Buyer, within _____ days after acceptance, delivers to Seller a copy of the appraisal report indicating an appraised value less than the agreed upon purchase price, and a written notice objecting to the appraised value.

■ RIGHT TO CURE: Seller (shall) (shall not) **STRIKE ONE** ("shall" if neither is stricken) have the right to cure.

If Seller has the right to cure, Seller may satisfy this contingency by delivering written notice to Buyer adjusting the purchase price to the value shown on the appraisal report within _____ days ("5" if left blank) after Buyer's delivery of the appraisal report and the notice objecting to the appraised value. Seller and Buyer agree to promptly execute an amendment initiated by either Party after delivery of Seller's notice, solely to reflect the adjusted purchase price.

416 This Offer shall be null and void if Buyer makes timely delivery of the notice objecting to appraised value and the written
417 appraisal report and:

418 (1) Seller does not have the right to cure; or

419 (2) Seller has the right to cure but:

420 (a) Seller delivers written notice that Seller will not adjust the purchase price; or

421 (b) Seller does not timely deliver the written notice adjusting the purchase price to the value shown on the appraisal
422 report.

423 ☐ **SECONDARY OFFER:** This Offer is secondary to a prior accepted offer. This Offer shall become primary upon
424 delivery of written notice to Buyer that this Offer is primary. Unless otherwise provided, Seller is not obligated to give Buyer
425 notice prior to any Deadline, nor is any particular secondary buyer given the right to be made primary ahead of other
426 secondary buyers. Buyer may declare this Offer null and void by delivering written notice of withdrawal to Seller prior to
427 delivery of Seller's notice that this Offer is primary. Buyer may not deliver notice of withdrawal earlier than _____ days ("7"
428 if left blank) after acceptance of this Offer. All other Offer Deadlines that run from acceptance shall run from the time this
429 Offer becomes primary.

430 **CLOSING PRORATIONS** The following items, if applicable, shall be prorated at closing, based upon date of closing values:
431 real estate taxes, rents, prepaid insurance (if assumed), private and municipal charges, property owners or homeowners
432 association assessments, fuel and none

433
434 **CAUTION: Provide basis for utility charges, fuel or other prorations if date of closing value will not be used.**

435 Any income, taxes or expenses shall accrue to Seller, and be prorated at closing, through the day prior to closing.

436 Real estate taxes shall be prorated at closing based on **CHECK BOX FOR APPLICABLE PRORATION FORMULA:**

437 ☒ The net general real estate taxes for the preceding year, or the current year if available (Net general real estate
438 taxes are defined as general property taxes after state tax credits and lottery credits are deducted). NOTE: THIS CHOICE
439 APPLIES IF NO BOX IS CHECKED.

440 ☐ Current assessment times current mill rate (current means as of the date of closing).

441 ☐ Sale price, multiplied by the municipality area-wide percent of fair market value used by the assessor in the prior
442 year, or current year if known, multiplied by current mill rate (current means as of the date of closing).

443
444 **CAUTION: Buyer is informed that the actual real estate taxes for the year of closing and subsequent years may be**
445 **substantially different than the amount used for proration especially in transactions involving new construction,**
446 **extensive rehabilitation, remodeling or area-wide re-assessment. Buyer is encouraged to contact the local**
447 **assessor regarding possible tax changes.**

448 ☐ Buyer and Seller agree to re-prorate the real estate taxes, through the day prior to closing based upon the taxes on
449 the actual tax bill for the year of closing, with Buyer and Seller each owing his or her pro-rata share. Buyer shall, within 5
450 days of receipt, forward a copy of the bill to the forwarding address Seller agrees to provide at closing. The Parties shall
451 re-prorate within 30 days of Buyer's receipt of the actual tax bill. Buyer and Seller agree this is a post-closing obligation
452 and is the responsibility of the Parties to complete, not the responsibility of the real estate Firms in this transaction.

453 **TITLE EVIDENCE**

454 **■ CONVEYANCE OF TITLE:** Upon payment of the purchase price, Seller shall convey the Property by warranty deed
455 (trustee's deed if Seller is a trust, personal representative's deed if Seller is an estate or other conveyance as
456 provided herein) free and clear of all liens and encumbrances, except: municipal and zoning ordinances and agreements
457 entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use
458 restrictions and covenants, present uses of the Property in violation of the foregoing disclosed in Seller's disclosure report,
459 and Real Estate Condition Report, if applicable, and in this Offer, general taxes levied in the year of closing and
460 none

461
462 _____ (insert other allowable exceptions from title, if any) that constitutes
463 merchantable title for purposes of this transaction. Seller, at Seller's cost, shall complete and execute the documents
464 necessary to record the conveyance and pay the Wisconsin Real Estate Transfer Fee.

465 **WARNING: Municipal and zoning ordinances, recorded building and use restrictions, covenants and easements**
466 **may prohibit certain improvements or uses and therefore should be reviewed, particularly if Buyer contemplates**
467 **making improvements to Property or a use other than the current use.**

468 **■ TITLE EVIDENCE:** Seller shall give evidence of title in the form of an owner's policy of title insurance in the amount of
469 the purchase price on a current ALTA form issued by an insurer licensed to write title insurance in Wisconsin. Seller shall
470 pay all costs of providing title evidence to Buyer. Buyer shall pay the costs of providing the title evidence required by Buyer's
471 lender and recording the deed or other conveyance.

472 **■ GAP ENDORSEMENT:** Seller shall provide a "gap" endorsement or equivalent gap coverage at (Seller's)(Buyer's)
473 **STRIKE ONE** ("Seller's" if neither stricken) cost to provide coverage for any liens or encumbrances first filed or recorded
474 after the commitment date of the title insurance commitment and before the deed is recorded, subject to the title insurance
475 policy conditions, exclusions and exceptions, provided the title company will issue the coverage. If a gap endorsement or

476 equivalent gap coverage is not available, Buyer may give written notice that title is not acceptable for closing (see lines 482-477 489).

478 ■ **DELIVERY OF MERCHANTABLE TITLE:** The required title insurance commitment shall be delivered to Buyer's attorney 479 or Buyer not more than 15 days ("15" if left blank) after acceptance showing title to the Property as of a date 480 no more than 15 days before delivery of such title evidence to be merchantable per lines 454-464, subject only to liens 481 which will be paid out of the proceeds of closing and standard title insurance requirements and exceptions.

482 ■ **TITLE NOT ACCEPTABLE FOR CLOSING:** If title is not acceptable for closing, Buyer shall notify Seller in writing of 483 objections to title within 15 days ("15" if left blank) after delivery of the title commitment to Buyer or Buyer's attorney. In 484 such event, Seller shall have 15 days ("15" if left blank) from Buyer's delivery of the notice stating title objections, to 485 deliver notice to Buyer stating Seller's election to remove the objections by the time set for closing. If Seller is unable to 486 remove said objections, Buyer shall have five days from receipt of notice thereof, to deliver written notice waiving the 487 objections, and the time for closing shall be extended accordingly. If Buyer does not waive the objections, this Offer shall 488 be null and void. Providing title evidence acceptable for closing does not extinguish Seller's obligations to give merchantable 489 title to Buyer.

490 ■ **SPECIAL ASSESSMENTS/OTHER EXPENSES:** Special assessments, if any, levied or for work actually commenced 491 prior to the date stated on line 1 of this Offer shall be paid by Seller no later than closing. All other special assessments 492 shall be paid by Buyer. "Levied" means the local municipal governing body has adopted and published a final resolution 493 describing the planned improvements and the assessment of benefits.

494 **CAUTION: Consider a special agreement if area assessments, property owners association assessments, special** 495 **charges for current services under Wis. Stat. § 66.0627 or other expenses are contemplated. "Other expenses" are** 496 **one-time charges or ongoing use fees for public improvements (other than those resulting in special assessments)** 497 **relating to curb, gutter, street, sidewalk, municipal water, sanitary and storm water and storm sewer (including all** 498 **sewer mains and hook-up/connection and interceptor charges), parks, street lighting and street trees, and impact** 499 **fees for other public facilities, as defined in Wis. Stat. § 66.0617(1)(f).**

500 **LEASED PROPERTY** If Property is currently leased and lease(s) extend beyond closing, Seller shall assign Seller's rights 501 under said lease(s) and transfer all security deposits and prepaid rents thereunder to Buyer at closing. The terms of the 502 (written) (oral) **STRIKE ONE** lease(s), if any, are See lines 225-241

503
504 _____ Insert additional terms, if any, at lines 620-650 or attach as an addendum per line 676.

505 ☒ **ESTOPPEL LETTERS:** Seller shall deliver to Buyer no later than 7 days ("7" if left blank) before closing, estoppel 506 letters dated within 15 days ("15" if left blank) before closing, from each non-residential tenant, confirming the lease term, 507 rent installment amounts, amount of security deposit, and disclosing any defaults, claims or litigation with regard to the lease 508 or tenancy.

509 **DEFINITIONS**

510 ■ **ACTUAL RECEIPT:** "Actual Receipt" means that a Party, not the Party's recipient for delivery, if any, has the document 511 or written notice physically in the Party's possession, regardless of the method of delivery. If the document or written notice 512 is electronically delivered, Actual Receipt shall occur when the Party opens the electronic transmission.

513 ■ **BUSINESS DAY:** "Business Day" means a calendar day other than Saturday, Sunday, any legal public holiday under 514 Wisconsin or Federal law, and any other day designated by the President such that the postal service does not receive 515 registered mail or make regular deliveries on that day.

516 ■ **DEADLINES:** "Deadlines" expressed as a number of "days" from an event, such as acceptance, are calculated by 517 excluding the day the event occurred and by counting subsequent calendar days. The Deadline expires at Midnight on the 518 last day. Additionally, Deadlines expressed as a specific number of Business Days are calculated in the same manner 519 except that only Business Days are counted while other days are excluded. Deadlines expressed as a specific number of 520 "hours" from the occurrence of an event, such as receipt of a notice, are calculated from the exact time of the event, and by 521 counting 24 hours per calendar day. Deadlines expressed as a specific day of the calendar year or as the day of a specific 522 event, such as closing, expire at Midnight of that day. "Midnight" is defined as 11:59 p.m. Central Time.

523 ■ **DEFECT:** "Defect" means a condition that would have a significant adverse effect on the value of the Property; that would 524 significantly impair the health or safety of future occupants of the Property; or that if not repaired, removed or replaced would 525 significantly shorten or adversely affect the expected normal life of the premises.

526 ■ **FIRM:** "Firm" means a licensed sole proprietor broker or a licensed broker business entity.

527 ■ **PARTY:** "Party" means the Buyer or the Seller; "Parties" refers to both Buyer and Seller.

528 ■ **PROPERTY:** Unless otherwise stated, "Property" means the real estate described at lines 4-8.

529 **INCLUSION OF OPTIONAL PROVISIONS** Terms of this Offer that are preceded by an OPEN BOX (☐) are part of 530 this Offer ONLY if the box is marked such as with an "X". They are not part of this offer if marked "N/A" or are left blank.

531 **PROPERTY DIMENSIONS AND SURVEYS** Buyer acknowledges that any land, building or room dimensions, or total 532 acreage or building square footage figures, provided to Buyer by Seller or by a broker, may be approximate because of 533 rounding, formulas used or other reasons, unless verified by survey or other means.

534 **CAUTION: Buyer should verify total square footage formula, total square footage/acreage figures, and land,** 535 **building or room dimensions, if material.**

536 **DISTRIBUTION OF INFORMATION** Buyer and Seller authorize the agents of Buyer and Seller to: (i) distribute copies of
537 the Offer to Buyer's lender, appraisers, title insurance companies and any other settlement service providers for the
538 transaction as defined by the Real Estate Settlement Procedures Act (RESPA); (ii) report sales and financing concession
539 data to multiple listing service sold databases; (iii) provide active listing, pending sale, closed sale and financing concession
540 information and data, and related information regarding seller contributions, incentives or assistance, and third party gifts,
541 to appraisers researching comparable sales, market conditions and listings, upon inquiry; and (iv) distribute copies of this
542 Offer to the seller, or seller's agent, of another property that Seller intends on purchasing.

543 **MAINTENANCE** Seller shall maintain the Property and all personal property included in the purchase price until the earlier
544 of closing or Buyer's occupancy, in materially the same condition it was in as of the date on line 1 of this Offer, except for
545 ordinary wear and tear and changes agreed upon by Parties.

546 **PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING** If, prior to closing, the Property is damaged in an
547 amount not more than five percent of the purchase price, other than normal wear and tear, Seller shall promptly notify Buyer
548 in writing, and will be obligated to restore the Property to materially the same condition it was in as of the date on line 1 of
549 this Offer. Seller shall provide Buyer with copies of all required permits and lien waivers for the lienable repairs no later than
550 closing. If the amount of damage exceeds five percent of the purchase price, Seller shall promptly notify Buyer in writing of
551 the damage and this Offer may be terminated at option of Buyer. Should Buyer elect to carry out this Offer despite such
552 damage, Buyer shall be entitled to the insurance proceeds, if any, relating to the damage to the Property, plus a credit
553 towards the purchase price equal to the amount of Seller's deductible on such policy, if any. However, if this sale is financed
554 by a land contract or a mortgage to Seller, any insurance proceeds shall be held in trust for the sole purpose of restoring
555 the Property.

556 **BUYER'S PRE-CLOSING WALK-THROUGH** Within three days prior to closing, at a reasonable time pre-approved by
557 Seller or Seller's agent, Buyer shall have the right to walk through the Property to determine that there has been no
558 significant change in the condition of the Property, except for ordinary wear and tear and changes agreed upon by Parties,
559 and that any Defects Seller has agreed to cure have been repaired in the manner agreed to by the Parties.

560 **OCCUPANCY** Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in
561 this Offer at lines 620-650 or in an addendum attached per line 676. At time of Buyer's occupancy, Property shall be in
562 broom swept condition and free of all debris, refuse, and personal property except for personal property belonging to current
563 tenants, or sold to Buyer or left with Buyer's consent. Occupancy shall be given subject to tenant's rights, if any.

564 **DEFAULT** Seller and Buyer each have the legal duty to use good faith and due diligence in completing the terms and
565 conditions of this Offer. A material failure to perform any obligation under this Offer is a default that may subject the defaulting
566 party to liability for damages or other legal remedies.

567 If Buyer defaults, Seller may:

- 568 (1) sue for specific performance and request the earnest money as partial payment of the purchase price; or
569 (2) terminate the Offer and have the option to: (a) request the earnest money as liquidated damages; or (b) sue for actual
570 damages.

571 If Seller defaults, Buyer may:

- 572 (1) sue for specific performance; or
573 (2) terminate the Offer and request the return of the earnest money, sue for actual damages, or both.

574 In addition, the Parties may seek any other remedies available in law or equity. The Parties understand that the availability
575 of any judicial remedy will depend upon the circumstances of the situation and the discretion of the courts. If either Party
576 defaults, the Parties may renegotiate the Offer or seek nonjudicial dispute resolution instead of the remedies outlined above.
577 By agreeing to binding arbitration, the Parties may lose the right to litigate in a court of law those disputes covered by the
578 arbitration agreement.

579 **NOTE: IF ACCEPTED, THIS OFFER CAN CREATE A LEGALLY ENFORCEABLE CONTRACT. BOTH PARTIES**
580 **SHOULD READ THIS DOCUMENT CAREFULLY. THE FIRM AND ITS AGENTS MAY PROVIDE A GENERAL**
581 **EXPLANATION OF THE PROVISIONS OF THE OFFER BUT ARE PROHIBITED BY LAW FROM GIVING ADVICE OR**
582 **OPINIONS CONCERNING YOUR LEGAL RIGHTS UNDER THIS OFFER OR HOW TITLE SHOULD BE TAKEN AT**
583 **CLOSING. AN ATTORNEY SHOULD BE CONSULTED IF LEGAL ADVICE IS NEEDED.**

584 **ENTIRE CONTRACT** This Offer, including any amendments to it, contains the entire agreement of the Buyer and Seller
585 regarding the transaction. All prior negotiations and discussions have been merged into this Offer. This agreement binds
586 and inures to the benefit of the Parties to this Offer and their successors in interest.

587 **NOTICE ABOUT SEX OFFENDER REGISTRY** You may obtain information about the sex offender registry and persons
588 registered with the registry by contacting the Wisconsin Department of Corrections on the Internet at <http://www.doc.wi.gov>
589 or by telephone at (608) 240-5830.

590 **FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT (FIRPTA)** Section 1445 of the Internal Revenue Code (IRC)
591 provides that a transferee (Buyer) of a United States real property interest must pay or withhold as a tax up to 15% of the
592 total "Amount Realized" in the sale if the transferor (Seller) is a "Foreign Person" and no exception from FIRPTA withholding
593 applies. A "Foreign Person" is a nonresident alien individual, foreign corporation, foreign partnership, foreign trust, or foreign

estate. The "Amount Realized" is the sum of the cash paid, the fair market value of other property transferred, and the amount of any liability assumed by Buyer.

CAUTION: Under this law if Seller is a Foreign Person, and Buyer does not pay or withhold the tax amount, Buyer may be held directly liable by the U.S. Internal Revenue Service for the unpaid tax and a tax lien may be placed upon the Property.

Seller hereby represents that Seller is a non-Foreign Person, unless (1) Seller represents Seller is a Foreign Person in a condition report incorporated in this Offer per lines 93-95, or (2) no later than 10 days after acceptance, Seller delivers notice to Buyer that Seller is a Foreign Person, in which cases the provisions on lines 607-609 apply.

IF SELLER IS A NON-FOREIGN PERSON. Seller shall, no later than closing, execute and deliver to Buyer, or a qualified substitute (attorney or title company as stated in IRC § 1445), a sworn certification under penalties of perjury of Seller's non-foreign status in accordance with IRC § 1445. If Seller fails to timely deliver certification of Seller's non-foreign status, Buyer shall: (1) withhold the amount required to be withheld pursuant to IRC § 1445; or, (2) declare Seller in default of this Offer and proceed under lines 571-578.

IF SELLER IS A FOREIGN PERSON. If Seller has represented that Seller is a Foreign Person, Buyer shall withhold the amount required to be withheld pursuant to IRC § 1445 at closing unless the Parties have amended this Offer regarding amounts to be withheld, any withholding exemption to be applied, or other resolution of this provision.

COMPLIANCE WITH FIRPTA. Buyer and Seller shall complete, execute, and deliver, on or before closing, any instrument, affidavit, or statement needed to comply with FIRPTA, including withholding forms. If withholding is required under IRC § 1445, and the net proceeds due Seller are not sufficient to satisfy the withholding required in this transaction, Seller shall deliver to Buyer, at closing, the additional funds necessary to satisfy the applicable withholding requirement. Seller also shall pay to Buyer an amount not to exceed \$1,000 for actual costs associated with the filing and administration of forms, affidavits, and certificates necessary for FIRPTA withholding and any withholding agent fees.

Any representations made by Seller with respect to FIRPTA shall survive the closing and delivery of the deed. Firms, Agents, and Title Companies are not responsible for determining FIRPTA status or whether any FIRPTA exemption applies. The Parties are advised to consult with their respective independent legal counsel and tax advisors regarding FIRPTA.

ADDITIONAL PROVISIONS/CONTINGENCIES

1. Inspections shall be conducted by general contractor and any qualified professional if necessary.
2. Buyer may be participating in a 1031 exchange at no expense to the seller.
3. Proof of funds will be provided within 24 hours of acceptance.
4. Offer may be assigned to related parties.
5. Listing agent is also a principal in the selling entity.
6. Additional properties included: 1110-1112 W Thomas St, 1114-1116 W Thomas St.
7. Seller to provide current rent roll within 2 days of acceptance to buyer. Buyer shall have 1 day to review rent roll. In the event buyer objects to current rent roll after review, buyer may cancel this offer to purchase.

TAX DEFERRED EXCHANGE If this Property is purchased or sold to accomplish an IRC § 1031 Tax Deferred exchange of like-kind property, both Parties agree to cooperate with any documentation necessary to complete the exchange. The exchangor shall hold the cooperating party harmless from any and all claims, costs or liabilities that may be incurred as a result of the exchange.

655 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Offer, delivery of documents and
656 written notices to a Party shall be effective only when accomplished by one of the authorized methods specified at lines
657 658-673.

658 (1) Personal: giving the document or written notice personally to the Party, or the Party's recipient for delivery if named at
659 660 or 661.

660 Name of Seller's recipient for delivery, if any: Owen Jones - Jones Real Estate Group

661 Name of Buyer's recipient for delivery, if any: Paulette Kowalski - Shorewest Realtors

662 ☐ (2) Fax: fax transmission of the document or written notice to the following number:

663 Seller: () Buyer: ()

664 ☐ (3) Commercial: depositing the document or written notice, fees prepaid or charged to an account, with a
665 commercial delivery service, addressed either to the Party, or to the Party's recipient for delivery, for delivery to the Party's
666 address at line 669 or 670.

667 ☐ (4) U.S. Mail: depositing the document or written notice, postage prepaid, in the U.S. Mail, addressed either to the
668 Party, or to the Party's recipient for delivery, for delivery to the Party's address.

669 Address for Seller:

670 Address for Buyer:

671 ☒ (5) Email: electronically transmitting the document or written notice to the email address.

672 Email Address for Seller: owen@jonesreg.com

673 Email Address for Buyer: paulette@shorewest.com

674 **PERSONAL DELIVERY/ACTUAL RECEIPT** Personal delivery to, or Actual Receipt by, any named Buyer or Seller
675 constitutes personal delivery to, or Actual Receipt by, all Buyers or Sellers.

676 ☐ **ADDENDA**: The attached is/are made part of this Offer. 6/11/2021

677 This Offer was drafted by [Licensee and Firm] Paulette Kowalski Shorewest - South Metro

678 Buyer Entity Name (if any):

679 (x) Frances J. Erhardt 6/11/2021

680 Buyer's/Authorized Signature ▲ Print Name/Title Here ► Frances J. Erhardt Date ▲

681 (x) Buyer's/Authorized Signature ▲ Print Name/Title Here ► Date ▲

684 **SELLER ACCEPTS THIS OFFER. THE WARRANTIES, REPRESENTATIONS AND COVENANTS MADE IN THIS**
685 **OFFER SURVIVE CLOSING AND THE CONVEYANCE OF THE PROPERTY. SELLER AGREES TO CONVEY THE**
686 **PROPERTY ON THE TERMS AND CONDITIONS AS SET FORTH HEREIN AND ACKNOWLEDGES RECEIPT OF A**
687 **COPY OF THIS OFFER.**

688 Seller Entity Name (if any): Vested Nest Property Group LLC (VNPG)

689 (x) DocuSigned by: Korey Stern 06/11/2021
690 Seller's/Authorized Signature ▲ Print Name/Title Here ► Korey Stern Date ▲

691 (x) DocuSigned by: Owen R. Jones 06/11/2021
692 Seller's/Authorized Signature ▲ Print Name/Title Here ► Owen R. Jones Date ▲

693 This Offer was presented to Seller by [Licensee and Firm] Owen R. Jones
694 Jones Real Estate Group on 06/11/2021 at a.m./p.m.

695 This Offer is rejected This Offer is countered [See attached counter]
696 Seller Initials ▲ Date ▲ Seller Initials ▲ Date ▲

WB-40 AMENDMENT TO OFFER TO PURCHASE

CAUTION: Use a WB-40 Amendment if both Parties will be agreeing to modify the terms of the Offer.
Use a WB-41 Notice if a Party is giving a Notice which does not require the other Party's agreement.

1 Buyer and Seller agree to amend the Offer dated 06/11/2021, and accepted 06/11/2021, for
 2 the purchase and sale of real estate at 510 West Thomas Street Wausau WI 54403

3 _____, Wisconsin as follows:

4 Closing date is changed from 8/4/2021, _____, to 8/11/2021, _____.

5 Purchase price is changed from \$ _____ to \$ _____.

6 Other: _____

7 _____

8 **Purchaser is Thomas Street Duplex, LLC.**

9 _____

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27 _____

28 The attached _____ is/are made part of this Amendment.

29 ALL OTHER TERMS OF THE OFFER TO PURCHASE AND ANY PRIOR AMENDMENTS REMAIN THE SAME.

30 This Amendment is binding upon Seller and Buyer only if a copy of the accepted Amendment is delivered to the Party

31 offering the Amendment on or before 7/29/2021 (Time is of the Essence). Delivery

32 of the accepted Amendment may be made in any manner specified in the Offer to Purchase, unless otherwise provided

33 in this Amendment.

34 **NOTE: The Party offering this Amendment may withdraw the offered Amendment prior to acceptance and**

35 **delivery as provided at lines 30-33.**

36 This Amendment was drafted by Paulette Kowalski Shorewest - South Metro on 7/29/2021

37 _____ Licensee and Firm ▲ Date ▲

38 This Amendment was presented by Owen R. Jones Jones Real Estate Group on 07/29/2021

39 _____ Licensee and Firm ▲ Date ▲

40 (x) DocuSigned by: Frances J. Erhardt 7/29/2021 (x) DocuSigned by: Owen R. Jones 07/29/2021

41 900D8C818284478 Buyer's Signature Date Seller's Signature Date

42 Print name Frances J. Erhardt Print name Owen R. Jones

43 (x) DocuSigned by: Korey Stern 07/29/2021 (x) DocuSigned by: Korey Stern 07/29/2021

44 Buyer's Signature Date Seller's Signature Date

45 Print name Korey Stern Print name Korey Stern

46 This Amendment was rejected by _____

47 _____ Party Initials ▲ _____ Date ▲ _____ Party Initials ▲ _____ Date ▲

**FIRST AMENDMENT TO
PURCHASE AND DEVELOPMENT AGREEMENT
(VestedNest - Thomas Street)**

THIS FIRST AMENDMENT TO PURCHASE AND DEVELOPMENT AGREEMENT (VestedNest - Thomas Street) (this "Amendment") is made as of August 11, 2021 (the "Effective Date"), by and between the CITY OF WAUSAU, a Wisconsin municipal corporation (the "City") and VESTEDNEST PROPERTY GROUP LLC, a Wisconsin limited liability company ("Developer").

RECITALS

WHEREAS, the City, Aedifix Holdings, LLC ("Aedifix") and others entered into that certain Purchase and Development Agreement (Aedifix Thomas Street) dated as of October 19, 218 (the "Development Agreement") with respect to the sale and development of certain property located in the City of Wausau, County of Marathon, State of Wisconsin, as more particularly therein (any capitalized term used in this Amendment but not defined herein shall have the meaning assigned to that term in the Development Agreement); and

WHEREAS, pursuant to a certain Assignment and Assumption of Purchase and Development Agreement (Aedifix Thomas Street) dated as of October 28, 2019 by and among Aedifix, the City, Developer and others (the "Assignment"), among other actions and agreements, (i) Aedifix transferred to Developer the Property and assigned its rights under the Development Agreement and Developer assumed the obligations under the Development Agreement, (ii) Aedifix and Developer acknowledged and agreed that the City had satisfied its obligations to fund the Loan, (iii) Aedifix and Developer agreed that any transfers of all or a portion of the Property would be subject to certain deed restrictions attached to the Assignment; and (v) subject to the agreements and acknowledgments of Aedifix and Developer in the Assignment, (A) the City consented to the transfer of the Property and assignment of the Development Agreement to Developer and (B) the City agreed that the Right of First Refusal was null and void as the date of such transfer/assignment; and

WHEREAS, the Project has since been completed, and, accordingly, (A) the City acknowledges that the Repurchase Right is null and void, (B) the City agrees that the Right of First Refusal is terminated, (C) the City agrees that it will no longer require consent of direct or indirect transfers of the Property or the Development Agreement, and (D) the City acknowledges that the Loan has been forgiven in its entirety; and

WHEREAS, the City and Developer desire to amend the Development Agreement subject to the terms and conditions herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement, the parties agree as follows as of the Effective Date:

1. Amendments to the Development Agreement.

a. Section 11.a of the Development Agreement, regarding certain repurchase rights of the City prior to Project completion, is hereby deleted in its entirety.

b. Section 11.b of the Development Agreement, regarding a certain right of first refusal of the City, is hereby deleted in its entirety.

c. Section 9 of the Development Agreement, regarding City consent for certain direct and indirect transfers of the Property, is hereby deleted in its entirety. For avoidance of doubt, City consent is not required for further transfers of the Property in whole or in part, whether to Thomas Street Duplex, LLC or others.

d. Any provisions in the Development Agreement requiring repayment of the Loan by Developer are hereby null and void. The City hereby acknowledges and agrees that the Loan has been forgiven in full.

2. Reaffirmation of Development Agreement; Deed Restrictions. The Development Agreement, as modified by this Amendment, remains in full force and effect, and all terms of the Development Agreement, as modified hereby, are hereby ratified and reaffirmed. Without limiting the generality of the forgoing, the Property shall remain subject to the deed restrictions attached to the Assignment (subject to the amendments herein stated), which shall run with the land and be binding on subsequent owners and/or mortgagees of all or any portion of the Property, and each of their successors and/or assigns.

3. Representations and Warranties of Developer. Developer hereby represents and warrants to the City that: (i) after giving effect to this Amendment, all of the representations and warranties made by Developer in the Development Agreement are true and accurate in all material respects on the Effective Date of this Amendment, and no event of default under the Development Agreement has occurred and is continuing as of the Effective Date of this Amendment and (ii) the making, execution and delivery of this Amendment, and performance of and compliance with the terms of the Development Agreement, as amended, have been duly authorized by all necessary action of Developer. This Amendment is the valid and binding obligation of Developer, enforceable against Developer in accordance with its terms.

4. 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.

[SIGNATURE PAGE FOLLOWS]

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

DEVELOPER:

VESTEDNEST PROPERTY GROUP LLC

By: _____
Name: _____
Title: _____

CITY:

CITY OF WAUSAU

By: _____
Katie Rosenberg, Mayor

Attest: _____
Leslie M. Kremer, Clerk

PURCHASE AND DEVELOPMENT AGREEMENT
(Aedifix Thomas Street)

THIS PURCHASE AND DEVELOPMENT AGREEMENT (this "Agreement") is made as of the 19th day of October, 2018 (the "Effective Date"), by and between the **CITY OF WAUSAU**, a Wisconsin municipal corporation (the "City"); and **AEDIFIX HOLDINGS, LLC**, a Wisconsin limited liability company ("Aedifix"), **JL WYATT 529, LLC**, a Wisconsin limited liability company ("JL Wyatt"), **JJ TAGGART 529, LLC**, a Wisconsin limited liability company ("JJ Taggart"), and **JH REARDEN 529, LLC**, a Wisconsin limited liability company ("JH Rearden"). Aedifix, JL Wyatt, JJ Taggart, and JH Rearden are collectively referred to herein as "Developer", and each is referred herein as a "Developer Entity".

RECITALS

WHEREAS, the City is the owner of certain real property in the City of Wausau, County of Marathon, State of Wisconsin, as described on Exhibit A attached hereto (the "Property"); and

WHEREAS, Developer has proposed to purchase the Property and to develop the Property as set forth herein; and

WHEREAS, Developer's ability to develop the Property requires that the Property be transferred at a below-market price and certain other financial incentives from the City as set forth herein; and

WHEREAS, the City has, pursuant to the authority granted in Wisconsin Statutes, Section 66.1105, created a Tax Incremental District, the City of Wausau Tax Increment District Six (the "TID"), and adopted a Project Plan (as amended, the "TID Plan") to finance certain costs to induce development within or around the TID; and

WHEREAS, in order to achieve the objectives of the TID Plan and to make the land within the TID available for development by private enterprises for and in accordance with the uses specified in the TID Plan, the City has determined to provide financial and other assistance from the TID and other actions, as hereinafter set forth, to permit development to proceed; and

WHEREAS, the Property is located within, or within one-half mile of, the TID; and

WHEREAS, the City has determined that the proposed development of the Property by Developer, as set forth herein, will (i) promote and carry out the development objectives of the City, (ii) furthers the purposes of the TID Plan, and (iii) would not occur at the Property without the assistance of the City.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement, the parties agree as follows:

1. Definitions. As used in this Agreement, the following terms shall have the following meanings:

- a. "Agreement" means this Purchase and Development Agreement.

- b. “Building” means each two-family residential unit to be built on the Property in accordance with the Plans for such Building and in substantial conformity with the Proposal.
- c. “City” is defined in the introductory paragraph of this Agreement.
- d. “Closing” means the execution of the sale and conveyance of the Property to Developer in exchange for the Purchase Price, as contemplated by and subject to the terms and conditions of this Agreement.
- e. “Closing Deadline” means thirty (30) days after the termination or earlier waiver of the Due Diligence Period.
- f. “Deed Restrictions” are the deed restrictions attached hereto as Exhibit B which are to be attached to the deed of the Property from the City to Developer
- g. “Developer” is defined in the introductory paragraph of this Agreement.
- h. “Due Diligence Period” means the time period commencing on the Effective Date and terminating on December 31, 2018, unless waived earlier by Developer.
- i. “Effective Date” is defined in the introductory paragraph of this Agreement.
- j. “Loan” means the interest-free construction loan of up to an original principal amount of \$299,000.00 from the City to Developer for reimbursement of City-approved hard construction Project costs. The maturity date of the Loan shall be the date of Project Completion. As set forth below, some or all of the Loan is subject to forgiveness by the City upon Developer's satisfaction of certain requirements.
- k. “Loan Request Deadline” means May 1, 2020.
- l. “Memorandum” means a short form memorandum of this Agreement recorded in the real estate records against the Property. The parties agree that the form of memorandum attached hereto as Exhibit E is acceptable to both parties.
- m. “Mortgage” means a real estate mortgage from Developer for the benefit of the City on the Property (including all of the improvements located or to be located thereon) to secure repayment of the Loan. The Mortgage shall be in the form attached hereto as Exhibit D and shall be subordinate only to third-party financing for the Project in the amount set forth in the Project Cost Breakdown approved by the City. The Mortgage shall be recorded as a lien against the Property.
- n. “Note” means the instrument signed by Developer evidencing Developer’s obligation to repay the Loan in the form attached hereto as Exhibit C.
- o. “Plans” means final detailed plans and specifications for each Building of the Project in form and substance acceptable to the City, which shall include, without limitation, the following: all improvements now located or to be located on the

applicable portion of Property, the footprint of all improvements and the square footage of all improvements, all easements, pathways, exterior boundary lines, walkways, parking and circulation areas, adjoining public streets and alleys, utilities, exits and entrances, all signage, sidewalks, landscaping, all materials to be used in construction, all interior and exterior finishes, building sections, description of room and space sizes, plan arrangement of rooms and functional spaces, exterior elevations, the stacking of floors and all construction elements, a narrative description of all structural systems, mechanical systems, electrical systems and any specialty systems, and a landscaping plan and landscape maintenance plan.

p. “Project” means the construction of nine Buildings on the Property with an aggregate value of at least \$2,250,000, and construction and installation of all other improvements as may be required in order to comply with applicable laws, rules, regulations, codes and ordinances in the use of the Property.

q. “Project Commencement” means the date of actual construction commencement of the Project, as determined by the City in its reasonable discretion.

r. “Project Commencement Deadline” means June 1, 2019.

s. “Project Completion” means the substantial completion of all nine Buildings on the Project in substantial conformity with the Plans.

t. “Project Completion Deadline” means December 31, 2024.

u. “Project Cost Breakdown” means a current cost breakdown of construction and non-construction cost items (i.e., a line-item budget), clearly identifying development, engineering, construction, furnishing, equipping, financing, contingency and all other direct and indirect costs of development, construction and installation of each Building of the Project in accordance with the Plans. The Project Cost Breakdown shall also include Developer's proposed source(s) of funds for each Building.

v. “Property” is that certain real property described on Exhibit A attached hereto.

w. “Proposal” means that certain proposal dated March 23, 2018, which was presented by Developer to the City. In the event of a conflict between the Proposal and this Agreement, this Agreement shall control.

x. “Purchase Price” means One Dollar (\$1.00) for the Property.

y. “Repurchase Right” is defined in Section 10 below

z. “Right of First Refusal” is defined in Section 10 below.

aa. “TID” is defined in the Recitals above.

bb. “TID Plan” is defined in the Recitals above.

2. Commitments of Developer. Developer agrees and covenants with the City as follows:

a. *Purchase of the Property.* Subject to the terms and conditions of this Agreement, Developer agrees to purchase the Property in its "AS-IS" condition for the Purchase Price no later than the Closing Deadline. The transfer of the Property shall be subject to all matters of record and the Deed Restrictions. Developer agrees that the Memorandum shall be recorded immediately after the deed from the City and prior to any mortgage, including the Mortgage. Developer shall also execute the Note and Mortgage at Closing and promptly record the Mortgage as a lien against the Property.

b. *Construction and Operation of the Project.*

i. Subject to the terms and conditions of this Agreement, Developer, at its sole cost and expense, agrees to construct, install, furnish, equip, maintain and operate the Project. Developer will cause the Project to be constructed in a good and workmanlike manner and substantially in accordance with the Plans.

ii. Construction of the Project shall commence no later than the Project Commencement Deadline, and upon commencement of the Project, Developer will continue construction of the Project diligently and shall complete construction of the Project substantially in accordance with the construction schedule approved by the City, and in no event later than the Project Completion Deadline. The Project will be deemed completed once all nine Buildings are complete. Each Building of the Project will be deemed completed upon occurrence of all of the following: (i) a certificate of occupancy is issued by the appropriate governmental authorities for the Building; and (ii) the Project architect has issued a certificate stating that such Building has been substantially completed in accordance with the Plans. Developer shall complete two Buildings on or prior to December 31, 2019, and Developer shall complete an additional three Buildings on or prior to June 1, 2020.

iii. Developer will conform and comply with, and will cause the Project to be in conformance and compliance with all applicable federal, state, local and other laws, rules, regulations and ordinances, including without limitation, all zoning and land division laws, rules, regulations and ordinances, all building codes and ordinances of the City, and all environmental laws, rules, regulations and ordinances, and all bidding and other public construction requirements, if any. Developer covenants that it will perform and observe the covenants contained in, and the Project will conform and comply with, the covenants, restrictions, documents or instruments governing the Property. It shall be Developer's responsibility to determine such covenants or restrictions during the Due Diligence Period (described below) through a title search and other due diligence; provided, however, that the City agrees to provide Developer, at Developer's request, with any title documentation relating to the Property that is in the City's possession and reasonable control but without any representation or warranty that such documentation is complete or accurate.

iv. Developer shall have in effect at all times, all permits, approvals and licenses as may be required by any governmental authority or non-governmental entity in connection with the development, construction, management and operation of the Project.

v. Developer will not, without the City's prior written consent, materially change the scope of the Project, the Plans, or the uses of the Project. The development and operation of the Project shall be in substantial conformity with the Proposal.

c. *Developer's Due Diligence Contingency.*

i. Developer is taking the Property in its current condition, without any express or implied warranties by the City as to its physical condition. Accordingly, during the Due Diligence Period, Developer shall have the right to complete, at Developer's sole cost and expense, all due diligence activities with respect to the Property and feasibility analysis of the Project desired by Developer (including, without limitation, a title search, environmental review or land survey), provided that Developer complies with the terms of this Agreement, including, without limitation, Section 2.c.ii below. Developer shall have the right to terminate this Agreement, for any reason or no reason, during the Due Diligence Period by providing written notice to the City. It shall be Developer's responsibility to determine the condition of the Property during the Due Diligence Period; provided, however, that the City agrees to provide Developer, at Developer's request, with any documentation relating to the Property's condition that is in the City's possession and reasonable control but without any representation or warranty that such documentation is complete or accurate.

ii. Prior to Closing, in advance of any entry onto the Property, Developer shall provide the City with evidence that Developer has in force such liability insurance policies and coverages that the City may reasonably request, naming the City as an additional insured. When completing its due diligence activities, Developer shall not have any right to conduct any soil, soil gas, or groundwater testing or sampling or any drilling, boring or other intrusive, invasive or destructive due diligence testing of the Property ("Invasive Testing") without the prior written consent of the City, which shall not be unreasonably withheld. If Developer desires to conduct any Invasive Testing, Developer shall request such consent in writing via e-mail to Christian.Schock@ci.wausau.wi.us (or such other e-mail address or addresses as the City may from time to time direct) with a detailed proposed plan of investigation, and the City shall respond within five (5) business days of receiving such request either by approving or disapproving such request by e-mail to the sender of the original request, and the City's failure to timely respond shall be deemed a disapproval of Developer's request. Developer and the City agree to cooperate in good faith in the scheduling, rescheduling and implementation of any approved Invasive Testing to allow the City, at the City's option, to arrange for its consultants to observe such Invasive Testing. Without limiting the other obligations of Developer in this Agreement, (A) Developer shall

hold harmless, indemnify and defend the City from and against any and all claims, liability and losses, and expenses related thereto (including reasonable attorneys' fees), which the City incurs arising or asserted to arise out of, any activity of Developer, or any of Developer's agents, conducted on the Property prior to Closing, and (B) in the event Developer exercises its right to terminate pursuant to Section 2.c.i above or otherwise elects not to or fails to purchase the Property from the City, Developer shall, at its sole cost and expense, promptly restore any physical damage or alteration of the physical condition of the Property that results from any Invasive Testing or other due diligence activities conducted by or on behalf of Developer. The obligations of Developer in this Section 2.c.ii shall survive termination of this Agreement.

3. Commitments of the City.

a. Sale of the Property. Subject to the terms and conditions of this Agreement, the City agrees to sell to Developer the Property for the Purchase Price no later than the Closing Deadline, provided Developer gives the City at least ten (10) business days prior notice of Developer's desired Closing date. The City shall convey the Property to Developer by quitclaim deed, which shall include the Deed Restrictions as an attachment. Specifically, the City shall convey: (i) Parcel 1 identified on Exhibit A to JL Wyatt; (ii) Parcel 2 identified on Exhibit A to JJ Taggart; and (iii) Parcel 3 identified on Exhibit A to JH Rearden, by three separate quit-claim deeds, each of which shall include the Deed Restrictions as an attachment. Developer acknowledges and agrees that the legal descriptions included on Exhibit F are areas of the respective parcels that include existing sidewalks on such parcels and that the City shall have the option to either: (i) reserve an easement over each such area for such existing sidewalk and the maintenance, repair, and replacement of such existing sidewalks in the applicable quit-claim deed; or (ii) except such areas from the legal description for the respective parcels in the quit-claim deeds conveying the Property. If the City chooses to reserve an easement for any existing sidewalks, Developer hereby agrees to execute and deliver on or prior to the date of Closing an easement agreement providing for the City's maintenance and repair of such existing sidewalks and the public's right to use such existing sidewalks. The City's sole obligation shall be to deliver such quitclaim deeds to Developer at Closing; provided, however, that the City agrees to cooperate with Developer's and Developer's title company's reasonable requests to execute additional closing documentation so long as drafts are provided no later than five (5) business days prior to Closing and such documentation does not subject the City, in the City's reasonable determination, to any additional obligations or liabilities. Any transfer taxes, recording fees, title insurance fees, due diligence expenses and other closing costs in connection with such conveyance shall be at Developer's expense. Developer understands and agrees that the City's conveyance is limited to the City's right title and interest in and to the Property. Should Developer desire to obtain title insurance or a survey in connection with this conveyance, such items shall be at Developer's sole cost and expense. The City acknowledges that the legal descriptions for the various parcels of Property included on Exhibit A are new descriptions and the City will cooperate with Developer's title company, if any, with respect to determining final legal descriptions.

b. *Forgivable Loan.*

i. Subject to the terms and conditions herein, to induce Developer to construct the Project, the City hereby agrees to provide Developer with the Loan on a construction-draw basis for City-approved costs of the construction and site preparation necessary to complete the Project. Provided that Developer submits a draw request for disbursement (along with sufficient proof of such expenditures and evidence that all other conditions precedent set forth herein have been satisfied) no later than the Loan Request Deadline, the requested portion of the Loan shall be made available by the City to Developer within thirty (30) days of such written request. No more than one Loan draw request may be made each month and all Loan draw requests shall be provided to the City no later than the Loan Request Deadline. Notwithstanding the foregoing, if Developer's other lender(s) require that the City's funds be disbursed through a title company pursuant to a disbursement agreement acceptable to the City in its reasonable discretion (the "Disbursement Agreement"), then to the extent the terms of the Disbursement Agreement conflict with the foregoing, the terms of the Disbursement Agreement shall control.

ii. The Loan shall not accrue interest (except in the event of default interest) and Developer shall have no obligation to repay the Loan until the maturity date set forth above (except in the event of acceleration due to default). Developer may pre-pay the Loan in whole or in part from time to time without penalty or premium for prepayment.

iii. The City agrees to forgive up to \$49,833.33 of Loan principal upon the completion of each Building on the Property with respect to each of the first six Buildings constructed on the Property. Each Building of the Project will be deemed completed upon occurrence of all of the following: (i) a certificate of occupancy is issued by the appropriate governmental authorities for the Building; and (ii) the Project architect has issued a certificate stating that such Building has been substantially completed in accordance with the Plans. The City shall make such loan forgiveness within thirty (30) days after Developer submits sufficient proof of the completion of each Building and evidence that all other conditions precedent set forth herein have been satisfied.

4. Conditions Precedent to the City's Obligations.

a. *General Conditions.* In addition to all other conditions and requirements set forth in this Agreement, all of the obligations of the City under this Agreement are conditioned upon the satisfaction of each and every one of the following conditions:

i. For each Developer Entity, Developer shall promptly provide the City with (A) evidence that such Entity is authorized to enter into this Agreement and that the persons signing this Agreement on behalf of such entity are authorized to so sign this Agreement and to bind such entity to the terms and conditions of this Agreement, (B) a certified copy of its organizational documents, (C) a certificate of status issued by the Wisconsin Department of Financial Institutions or the

applicable jurisdiction, and (D) resolutions or consents of its board of directors, partners or members, as the case may be, approving this Agreement and the transactions which are the subject of this Agreement. Developer shall provide this documentation on or before the Effective Date.

ii. No uncured default, or event which with the giving of notice or lapse of time or both would be a default, shall exist under this Agreement. Developer shall not be in default (beyond any applicable period of grace) of any of its obligations under any other agreement or instrument with respect to the Project to which Developer is a party or an obligor.

iii. The City, through its City Council, shall have approved or authorized this Agreement and the transactions contemplated herein, and all other agreements and/or transactions which require approval.

b. *Conditions to Sale of the Property.* In addition to the foregoing and all other conditions and requirements set forth in this Agreement, the obligation of the City under this Agreement to sell the Property to Developer at Closing is conditioned upon the satisfaction of each and every of the following conditions:

i. No uncured default, or event which with the giving of notice or lapse of time or both would be a default, shall exist under this Agreement. Developer shall not be in default (beyond any applicable period of grace) of any of its obligations under any other agreement or instrument with respect to the Project to which Developer is a party or an obligor.

ii. Developer shall promptly provide financial information for each Developer Entity to the City, which information shall be in form and content acceptable to the City, including evidence that Developer has available funds sufficient to complete the Project.

iii. Developer shall provide evidence that the Memorandum will be recorded, at Developer's expense, immediately after the Deed at Closing.

iv. Developer shall have executed and delivered such other closing documentation and reasonably requested by the City or Developer's title company, if any.

c. *Conditions to Each Disbursement of Loan Proceeds.* In addition to the foregoing and all other conditions and requirements set forth in this Agreement, the obligation of the City under this Agreement to provide each installment of the Loan is conditioned upon the satisfaction of each and every of the following conditions:

i. No uncured default, or event which with the giving of notice or lapse of time or both would be a default, shall exist under this Agreement. Developer shall not be in default (beyond any applicable period of grace) of any of its obligations under any other agreement or instrument with respect to the Project to which Developer is a party or an obligor.

ii. Developer shall have executed, delivered and, as applicable, recorded the Note, Mortgage and any other document reasonably requested by the City to evidence the Loan.

iii. Closing shall have occurred.

iv. City shall have approved a list of all contractors employed in connection with the construction of the Project, showing the name, address, and telephone number of each contractor, a general description of the nature of the work to be done, the labor and materials to be supplied, the names of materialmen, if known, and the approximate dollar value of the labor, work, or materials with respect to each contractor or materialman. Any change in the general contractor shall require the prior written consent of City, which consent may be withheld in City's sole discretion. Any change in the list of contractors or any change in any materialmen providing goods or services to the Project shall require the delivery by Developer of written notice thereof and delivery of an updated list of contractors within a reasonable time after such change is made.

v. Developer shall submit an executed copy of each and every construction contract or design-building agreement for the Project to the City. Such construction contracts or design-building agreements must be reasonably acceptable to the City.

vi. Developer shall provide the City with written evidence of Developer's expenditures to date with respect to the Project and such other documentary evidence as required herein.

vii. Developer, at its sole cost and expense, will provide the Project Cost Breakdown to the City. The Project Cost Breakdown shall be certified by Developer, its Project architect and general contractor as accurate and complete and shall be acceptable to the City. The Project Cost Breakdown must show a state of facts acceptable to the City. Any revisions to the Project Cost Breakdown shall be subject to the City's review and approval.

viii. Developer shall have completed the Plans which must be acceptable in all respects to the City. Any revisions to the Plans shall be subject to the City's review and approval.

ix. Developer shall provide the City with a detailed completion schedule for the Project which must be acceptable to the City. Such schedule shall specify the timing of all material aspects of the Project. Any revisions to such completion schedule shall be subject to the City's review and approval.

x. Developer shall provide financial information of Developer to the City, which information shall be in form and content acceptable to the City, including, without limitation, evidence that Developer has available funds sufficient to complete the Project.

xi. Developer shall provide the City with such other documentary evidence as reasonably requested by the City for the construction draw, including, without limitation, appropriate lien waivers and affidavits.

d. *Conditions to Loan Forgiveness.* In addition to the foregoing and all other conditions and requirements set forth in this Agreement, the City shall have no obligation under this Agreement to forgive any portion of the Loan if an uncured default, or event which with the giving of notice or lapse of time or both would be a default, shall exist under this Agreement or if Developer is in default (beyond any applicable cure or grace period) of any of its obligations under any other agreement or instrument with respect to the Project to which Developer is a party or an obligor.

All submissions given to the City to satisfy the conditions contained in this Section 4 must be satisfactory in form and content to the City, in its reasonable discretion.

5. Additional Representations, Warranties and Covenants of Developer. Developer represents and warrants to the City and agrees and covenants with the City as of the Effective Date as follows:

a. All copies of documents, contracts and agreements which Developer has furnished to the City are true and correct in all material respects.

b. Developer has paid, and will pay when due, all federal, state and local taxes, and will promptly prepare and file returns for accrued taxes prior to any taxes becoming delinquent.

c. Developer will timely pay for all work performed and materials furnished for the Project.

d. No statement of fact by Developer contained in this Agreement and no statement of fact furnished or to be furnished by Developer to the City pursuant to this Agreement contains or will contain any untrue statement of a material fact or omits or will omit to state a material fact necessary in order to make the statements herein or therein contained not misleading at the time when made.

e. Each Developer Entity is a Wisconsin limited liability company duly formed and validly existing, in good standing, and has the power and all necessary licenses, permits and franchises to own its assets and properties and to carry on its business. Each Developer Entity is duly licensed or qualified to do business and in good standing in all other jurisdictions in which failure to do so would have a material adverse effect on its business or financial condition.

f. The execution, delivery and performance of this Agreement have been duly authorized by all necessary action of each Developer Entity and constitute the valid and binding obligations of each Developer Entity enforceable in accordance with their terms, subject only to applicable bankruptcy, insolvency, reorganization, moratorium, general principles of equity, and other similar laws of general application affecting the enforceability of creditors' rights generally.

g. The execution, delivery, and performance of Developer's obligations pursuant to this Agreement will not violate or conflict with any Developer Entity's organizational documents or any indenture, instrument or agreement by which such Developer Entity is bound, nor will the execution, delivery, or performance of Developer's obligations pursuant to this Agreement violate or conflict with any law applicable to any Developer Entity or the Project.

h. There is no litigation or proceeding pending or threatened against or affecting Developer or the Project that would adversely affect the Project or Developer or the enforceability of this Agreement, the ability of Developer to complete the Project or the ability of Developer to perform its obligations under this Agreement.

i. The Project Cost Breakdown approved by the City accurately reflects all Project costs that will be incurred in the development, completion, construction, furnishing and equipping of the Project, and the City is entitled to rely on the Project Cost Breakdown. Developer knows of no circumstances presently existing or likely to occur which would or could be expected to result in a variation or deviation from the Project Cost Breakdown.

j. All construction of the Project to date has been made substantially in conformity with the Plans and in compliance with the terms and conditions of this Agreement.

k. No default, or event which with the giving of notice or lapse of time or both would be a default, exists under this Agreement, and Developer is not in default (beyond any applicable cure or grace period) of any of its obligations under any other agreement or instrument entered into in connection with the Project.

l. Developer agrees to pay timely all generally applicable property taxes assessed and levied in connection with the Property under applicable property tax laws, rules, rates, regulations and ordinances in effect from time to time. Nothing in this Agreement shall impair any statutory rights of the City and other taxing authorities with respect to the assessment, levy, priority, collection and/or enforcement of real estate and personal property taxes.

The representations and warranties contained herein shall be true and correct at all times as required by this Agreement. Without limiting the generality of the foregoing sentence, the representations and warranties above shall be deemed to have been made again by Developer at Closing, again at each disbursement of the Loan, and again at each installment of Loan forgiveness. Developer shall comply with all covenants contained herein at all times during the term of this Agreement.

6. Representations and Warranties of the City. The City represents and warrants to Developer that:

a. The City is a municipal corporation and political subdivision organized under the laws of the State of Wisconsin.

b. The City has the authority to enter into this Agreement and carry out its obligations hereunder pursuant to the authority granted to it by the Wisconsin Constitution and State law.

c. The City will cooperate with Developer throughout the term of this Agreement and shall use its best efforts to promptly review and/or process all submissions and applications in accordance with applicable City ordinances and policies.

d. The activities of the City pursuant to this Agreement are undertaken for the purpose defined in Section 66.1105 of the Wisconsin Statutes.

e. The parties below on behalf of the City have been fully authorized to execute this Agreement on behalf of the City. When executed and delivered to Developer, this Agreement shall constitute a legal, valid and binding obligation of the City, enforceable in accordance with its terms.

7. **AS-IS PURCHASE; RELEASE OF THE CITY.** DEVELOPER ACKNOWLEDGES AND AGREES THAT DEVELOPER WILL HAVE SUFFICIENT OPPORTUNITY TO INSPECT THE PROPERTY PRIOR TO CLOSING AND THAT THE CITY IS CONVEYING AND DEVELOPER IS ACCEPTING THE PROPERTY ON AN "AS-IS WITH ALL FAULTS" BASIS AND THAT DEVELOPER IS RELYING SOLELY ON ITS INDEPENDENT INVESTIGATION AND NOT ON ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, FROM THE CITY OR ITS AGENTS AS TO ANY MATTERS CONCERNING THE PROPERTY. AS A PART OF ITS AGREEMENT TO ACCEPT THE PROPERTY IN ITS "AS IS" CONDITION, DEVELOPER, FOR ITSELF AND ITS SUCCESSORS, ASSIGNS, AGENTS, EMPLOYEES, CONTRACTORS AND INVITEES, HEREBY WAIVES, DISCHARGES AND RELEASES THE CITY FROM ANY AND ALL DEMANDS, CLAIMS, LEGAL OR ADMINISTRATIVE PROCEEDINGS, LOSSES, LIABILITIES, DAMAGES, PENALTIES, FINES, LIENS, JUDGMENTS, COSTS OR EXPENSES WHATSOEVER, WHETHER DIRECT OR INDIRECT, KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, THAT MAY ARISE ON ACCOUNT OF OR IN ANY WAY BE CONNECTED WITH OR RELATED TO THE PHYSICAL, GEOLOGICAL OR ENVIRONMENTAL CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, ANY PAST OR PRESENT CONDITION OF OR ACTION ON OR ABOUT THE PROPERTY (INCLUDING, WITHOUT LIMITATION, THE PRESENCE OF HAZARDOUS OR TOXIC MATERIAL AT, UNDER OR IN THE GENERAL VICINITY OF THE PROPERTY) OR THE CURRENT OR PREVIOUS VIOLATION OF ENVIRONMENTAL LAWS AT THE PROPERTY, IF ANY.

8. Default.

a. *Developer Default.* The occurrence of any one or more of the following events shall constitute a default ("Default") hereunder:

i. Developer shall fail to pay any amounts due from it under this Agreement or the Note or the Mortgage on or before the date when due; or

ii. Any representation or warranty made by Developer in this Agreement or the Note or the Mortgage, or any document or financial statement delivered by Developer pursuant to this Agreement, shall prove to have been false in any material respect as of the time when made or given; or

iii. Developer shall breach or fail to perform timely or observe timely any of its covenants or obligations (other than payment obligations, which is addressed in subparagraph (a) above) under this Agreement or the Note or the Mortgage, and such failure shall continue for thirty (30) days following notice thereof from the City to Developer (or such longer period of time as is necessary to cure the default as long as Developer has commenced the cure of the default within the 30-day period, is diligently pursuing the cure of the default and as long as the default is cured not later than 60 days following the notice thereof from the City); or

iv. Construction of any portion of the Project shall cease for any reason for more than one hundred eighty (180) consecutive days (provided that if construction of any portion of the Project shall cease for any reason for ninety (90) consecutive days Developer has provided written notice to City that includes the reason for such delay and a reasonable estimate of the ultimate length of the delay), or if any portion of the Project shall be damaged by fire or other casualty and not promptly repaired, rebuilt or replaced; or

v. Developer shall: (i) become insolvent or generally not pay, or be unable to pay, or admit in writing its/his inability to pay, its/his debts as they mature; or (ii) make a general assignment for the benefit of creditors or to an agent authorized to liquidate any substantial amount of its/his assets; or (iii) become the subject of an "order for relief" within the meaning of the United States Bankruptcy Code, or file a petition in bankruptcy, for reorganization or to effect a plan or other arrangement with creditors; or (iv) have a petition or application filed against it/him in bankruptcy or any similar proceeding, or have such a proceeding commenced against it/him, and such petition, application or proceeding shall remain undismissed for a period of ninety (90) days or Developer or Guarantor shall file an answer to such a petition or application, admitting the material allegations thereof; or (v) apply to a court for the appointment of a receiver or custodian for any of its/his assets or properties, or have a receiver or custodian appointed for any of its/his assets or properties, with or without consent, and such receiver shall not be discharged within ninety (90) days after its/his appointment; or (vi) adopt a plan of complete liquidation of its/his assets; or

vi. If Developer shall dissolve or shall cease to exist; or

vii. A default shall occur on any other indebtedness of or loan to Developer, or a default shall occur under any mortgage or other lien or encumbrance affecting the Property.

viii. Developer shall breach or fail to perform timely or observe timely any of its covenants or obligations (including any payment obligations) under any other contracts or agreements with respect to the Project.

Upon the occurrence of any Default, the City at its option, may pursue any or all of the rights and remedies available to it at law and/or in equity and/or under this Agreement and/or under any of the other agreements contemplated herein, including, without limitation, the Repurchase Right if applicable. Upon the occurrence of any Default, any amounts due to the City shall accrue interest at the rate of one percent (1%) per month.

b. City Default. In the event the City is in default hereunder, Developer shall be entitled to take any action allowed by applicable law by virtue of said default provided that Developer first gives the City written notice of default describing the nature of the default, what action, if any, is deemed necessary to cure the same and specifying a time period of not less than sixty (60) days in which the default may be cured by the City. In the event of a default by the City that remains uncured, Developer may seek any remedy available to Developer under the terms of this Agreement or take any other action, including legal or administrative action, in law or equity, which may appear necessary or desirable to enforce performance and observance of any obligation, agreement or covenant of the City under this Agreement, including securing an injunction to prevent harm.

9. Transfers; Assignment.

a. Transfer of the Property. Developer shall not, directly or indirectly, sell, assign, transfer, convey, mortgage or encumber the Property during the term of this Agreement unless it first obtains the prior written consent of the City, which consent shall not be unreasonably withheld, conditioned or delayed. Any transfer of the Property, in whole or in part, shall be subject to the Repurchase Right and the Right of First Refusal.

b. Transfer of Ownership Interest in Developer. Developer shall not permit the sale, assignment, or transfer of 25% or more of the outstanding ownership interest in Developer during the term of this Agreement unless it first obtains the prior written consent of the City, which consent shall not be unreasonably withheld, conditioned or delayed.

c. Assignment of Development Agreement. Developer shall not have the right to assign this Agreement to any other party without the prior written consent of the City, which consent shall not be unreasonably withheld, conditioned or delayed. No assignment of this Agreement shall serve to release Developer from any liability or obligations under this Agreement. The provisions of this Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties.

10. Tax Exempt Covenant; Payment in Lieu of Taxes.

a. Tax Exempt Covenant. Developer agrees that it will not, directly or indirectly, sell, lease, assign or otherwise transfer or convey any interest in the Property to a person or entity exempt from general property taxation or in a manner which would cause all or

any portion of the Property to be exempt from general property taxation without the City's prior written consent, which consent may be withheld in the City's sole and absolute discretion (the "Tax-Exempt Covenant"). The City may condition its consent on a separate payment in lieu of taxes agreement with the proposed transferee. The Tax-Exempt Covenant shall be referenced in the Memorandum, shall be included in the Deed Restrictions, will run with the land, and will bind all current and subsequent owners in title to the Property. In the event the Tax-Exempt Covenant is not valid or enforceable or if for any reason the Tax-Exempt Covenant is terminated, then, for any period of time that all or any portion of the Property is exempt from general property taxation, Developer and its successors and assigns shall make annual payments in lieu of taxes to the City in an amount equal to the property taxes that would otherwise have been paid as property taxes on the Property, or the applicable portion thereof. The Tax Exempt Covenant shall survive the termination of this Agreement.

b. Payment in Lieu of Taxes. In the event the Property, or any part of it, becomes exempt or partially exempt from general property taxes during the term of this Agreement, whether or not pursuant to a transfer consented to by the City, Developer and its successors and assigns shall make annual payments in lieu of taxes to the City in an amount equal to the property taxes that would otherwise have been paid as property taxes on the Property, or the applicable portion thereof. The terms of this Section 9.b shall run with the Property and bind all owners in title to the Property and shall survive the termination of this Agreement.

11. Repurchase Right; Right of First Refusal.

a. Repurchase Right. Prior to the completion of the Project, upon the occurrence of a Default, the City shall have the right, but not the obligation, to repurchase the Property as set forth in this subsection (the "Repurchase Right"). The Repurchase Right gives the City the option of repurchasing the Property at the original Purchase Price, plus the hard costs, less depreciation, if any, of any improvements made to the Property in conformity with the Plans and with cost documentation reasonably acceptable to the City. The Repurchase Right shall be referenced in the Memorandum, will run with the land and will bind all current and subsequent owners in title to the Property.

b. Right of First Refusal. If, during the term of this Agreement, Developer: (i) receives a bona fide offer to purchase or exchange all or any portion of the Property, which offer Developer desires to accept; or (ii) makes a bona fide offer to sell or exchange all or any portion of the Property; or (iii) proposes to enter into a bona fide agreement for the sale and purchase or exchange of all or any portion of the Property (in any of such cases, an "Offer"), then, in every such case, Developer shall give the City written notice of such Offer setting forth the name and address of the proposed purchaser, the amount of the proposed purchase price, and all other material terms and conditions of such Offer. The City shall have the right of first refusal to purchase the Property, or the applicable portion thereof, at the price and on the terms and conditions as contained in the Offer (the "Right of First Refusal"). The City may exercise the Right of First Refusal by giving written notice to Developer of its intention to purchase within sixty (60) days after the City receives written notice of the subject Offer from Developer (the "Offer Period").

If the City gives timely notice of its intention to exercise the Right of First Refusal, closing shall occur in the time and manner described in the subject Offer, as the same may be amended from time to time by agreement of Developer and the City. If the City does not agree to purchase the Property, or portion thereof, based on the Offer prior to the end of the Offer Period, Developer may sell the Property, or portion thereof, to the proposed third party purchaser pursuant to the terms of the Offer (an "Approved Sale"). If the Approved Sale does not occur within one hundred eighty (180) days after the end of the Offer Period or the Offer is terminated, then any sale of the Property, or such portion thereof, will again be subject to the Right of First Refusal described above. Any sale of the Property or portion thereof to a third party in accordance with an Approved Sale shall be subject to Section 9 of this Agreement. The Right of First Refusal shall be referenced in the Memorandum, will run with the land and will bind all current and subsequent owners in title to the Property. ANY CONVEYANCE OF THE PROPERTY CONTRARY TO THE RIGHT OF FIRST REFUSAL SHALL BE NULL AND VOID.

12. Term. The term of this Agreement shall commence on the Effective Date shall continue, unless terminated earlier as provided herein, until the latest to occur of (i) repayment in full of the Loan; (ii) Project Completion; and (iii) termination of the TID.

13. Notices. All notices hereunder must be in writing and must be sent by United States registered or certified mail (postage prepaid) or by an independent overnight courier service, addressed to the addresses specified below:

Notices to Developer:

Aedifix Holdings, LLC
500 Lorry Street
PO Box 40
Amherst, WI 54406
Attn: Jason B. Blenker

Notices to the City:

City of Wausau
407 Grant Street
Wausau, WI 54403
Attn: City Clerk

with a copy to:

City of Wausau
407 Grant Street
Wausau, WI 54403
Attn: City Attorney

Notices given by mail are deemed delivered within (3) three business days after the party sending the notice deposits the notice in the United States Post Office. Notices delivered by courier are deemed delivered on the next business day after the party delivering the notice timely deposits the Notice with the courier for overnight (next day) delivery.

14. Recording. Recording of this Agreement is prohibited except as allowed in this paragraph. The parties shall promptly execute and record a short form memorandum in the form attached hereto as Exhibit E. Such memorandum shall be recorded prior to any mortgages or other liens.

15. Joint and Several Obligations. Each Developer Entity shall be jointly and severally liable for the performance of all obligations of Developer under this Agreement, and the City may bring suit against each such entity, jointly or severally, or against any one or more of them.

16. Miscellaneous.

a. No Personal Liability. Under no circumstances shall any alderperson, council member, officer, official, director, attorney, employee or agent of the City or the Developer have any personal liability arising out of this Agreement, and no party shall seek or claim any such personal liability.

b. Waiver; Amendment. No waiver, amendment, or variation in the terms of this Agreement shall be valid unless in writing and signed by the City and Developer, and then only to the extent specifically set forth in writing. Nothing contained in this Agreement is intended to or has the effect of releasing Developer from compliance with all applicable laws, rules, regulations and ordinances in addition to compliance with all terms, conditions and covenants contained in this Agreement.

c. Binding Contract. The parties hereto acknowledge that Developer will expend material sums of money in reliance on City's obligations under this Agreement in connection with negotiating and executing this Agreement, conducting the inspections contemplated by this Agreement and preparing for Closing, and that Developer would not have entered into this Agreement without the right to perform its due diligence. In consideration of the foregoing and the provision of a \$100 nonrefundable deposit (the "Independent Consideration"), the parties agree that adequate consideration exists so that Developer's rights to terminate this Agreement do not render this Agreement illusory. City and Developer each waive any and all rights to challenge the enforceability of this Agreement on the basis that any of the conditions or contingencies set forth herein are at City's or Developer's sole discretion or that any of the agreements contained herein are illusory. If either party challenges the enforceability of this Agreement in a manner that is inconsistent with the foregoing waiver, such party shall pay the other party's costs and expenses (including reasonable attorneys' fees) in enforcing this Agreement. The Independent Consideration is in addition to and independent of any other consideration or payment provided for in this Agreement and shall be retained by City notwithstanding: (a) the exercise of Developer's rights to terminate the Agreement, and/or (b) any other provision of this Agreement. The Independent Consideration shall be applied to the purchase price if this transaction closes. The Independent Consideration shall be paid by Developer to City from the Earnest Money if this Agreement is terminated and Developer is entitled to receive the Earnest Money after such termination.

d. Entire Agreement. This Agreement and the documents executed pursuant to this Agreement contain the entire understanding of the parties with respect to the subject matter hereof. There are no restrictions, promises, warranties, covenants or undertakings other than those expressly set forth in this Agreement and the documents executed in connection with this Agreement. This Agreement and the documents executed in connection herewith supersede all prior negotiations, agreements and undertakings between the parties with respect to the subject matter hereof.

e. No Third-Party Beneficiaries. This Agreement is intended solely for the benefit of Developer and the City, and no third party (other than successors and permitted assigns) shall have any rights or interest in any provision of this Agreement, or as a result of any action or inaction of the City in connection therewith. Without limiting the foregoing, no approvals given pursuant to this Agreement by Developer or the City, or any person acting on behalf of any of them, shall be available for use by any contractor or other person in any dispute relating to the Project.

f. Severability. If any covenant, condition, provision, term or agreement of this Agreement is, to any extent, held invalid or unenforceable, the remaining portion thereof and all other covenants, conditions, provisions, terms, and agreements of this Agreement will not be affected by such holding, and will remain valid and in force to the fullest extent by law.

g. Governing Law. This Agreement is governed by, and must be interpreted under, the internal laws of the State of Wisconsin. Any suit arising or relating to this Agreement must be brought in Marathon County, Wisconsin.

h. Time is of the Essence; Deadlines. Time is of the essence with respect to this performance of every provision of this Agreement in which time of performance is a factor. In the event a deadline herein falls on a non-business day, the deadline shall be deemed to fall on the next following business day.

i. Relationship of Parties. This Agreement does not create the relationship of principal and agent, or of partnership, joint venture, or of any association or relationship between the City and Developer.

j. Captions and Interpretation. The captions of the articles and sections of this Agreement are to assist the parties in reading this Agreement and are not a part of the terms of this Agreement. Whenever required by the context of this Agreement, the singular includes the plural and the plural includes the singular.

k. Counterparts/Electronic Signature. This Agreement may be executed in several counterparts, each of which shall be deemed an original but all of which counterparts collectively shall constitute one instrument representing the agreement among the parties. Facsimile signatures and PDF email signatures shall constitute originals for all purposes.

[SIGNATURE PAGE FOLLOWS]

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

DEVELOPER:

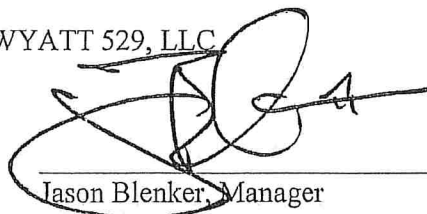
AEDIFIX HOLDINGS, LLC

By:


Jason Blenker, Manager

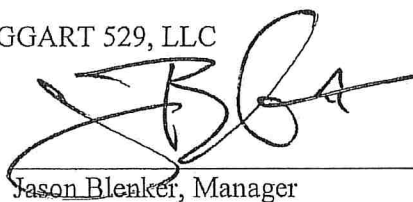
JL WYATT 529, LLC

By:


Jason Blenker, Manager

JJ TAGGART 529, LLC

By:


Jason Blenker, Manager

JH REARDEN 529, LLC

By:


Jason Blenker, Manager

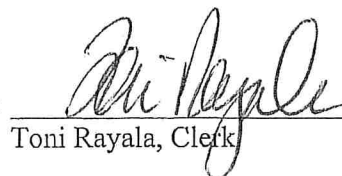
CITY:

CITY OF WAUSAU

By:


Robert B. Mielke, Mayor

Attest:


Toni Rayala, Clerk

**ASSIGNMENT AND ASSUMPTION OF
PURCHASE AND DEVELOPMENT AGREEMENT**
(Aedifix Thomas Street)

THIS ASSIGNMENT AND ASSUMPTION OF PURCHASE AND DEVELOPMENT AGREEMENT (this "Assignment") is made as of the [28] day of October, 2019 (the "Effective Date"), by and among the **CITY OF WAUSAU**, a Wisconsin municipal corporation (the "City"); **AEDIFIX HOLDINGS, LLC**, a Wisconsin limited liability company ("Aedifix"), **JL WYATT 529, LLC**, a Wisconsin limited liability company ("JL Wyatt"), **JJ TAGGART 529, LLC**, a Wisconsin limited liability company ("JJ Taggart"), and **JH REARDEN 529, LLC**, a Wisconsin limited liability company ("JH Rearden" and, together with Aedifix, JL Wyatt, and JJ Taggart, "Developer", and each a "Developer Entity"), and **VESTEDNEST PROPERTY GROUP LLC**, a Wisconsin limited liability agreement ("VestedNest").

RECITALS

WHEREAS, the City and Developer entered into that certain Purchase and Development Agreement with an effective date of October 19, 2018 (the "Development Agreement"), pursuant to which Developer purchased certain real property in the City of Wausau, County of Marathon, State of Wisconsin, as described on Exhibit A attached hereto (the "Property") from the City and Developer agreed to develop and operate the Project on the Property (any capitalized term used herein but not defined shall have the meaning assigned to that term in the Development Agreement);

WHEREAS, Developer and Bearded Kaptain, LLC, a Wisconsin limited liability company ("Bearded Kaptain"), entered into that certain WB-35 Simultaneous Exchange Agreement, dated September 11, 2019, whereby Developer agreed to sell and Bearded Kaptain agreed to purchase the Property (the "Exchange Agreement"), which is contingent upon the City providing its consent to the sale of the Property and releasing its right of first refusal provided in Section 11.b. of the Development Agreement (the "ROFR");

WHEREAS, on or about October 2nd, 2019, Bearded Kaptain assigned all of its right, title, and interest in and to the Exchange Agreement to VestedNest pursuant to that certain Amendment to the Exchange Agreement, dated September 30th, 2019;

WHEREAS; on or prior to the closing date as described in the Exchange Agreement, Developer anticipates having completed six Buildings of the Project, which would allow the City to completely forgive the Loan in accordance with the Development Agreement; and

WHEREAS, the City desires to consent to the transfer of the Property and to release the ROFR, all on the terms and conditions of this Assignment.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Assignment, the parties agree as follows:

1. Consent to Transfer of Property. The City hereby consents to Developer's transfer of the Property to VestedNest in accordance with the Exchange Agreement; provided, however, that such

transfer is completed on or before May 9, 2020, or this consent shall be null and void. Any amendment to the Exchange Agreement shall require the prior written consent of the City.

2. Release of ROFR. The City hereby acknowledges and agrees that: (i) the Exchange Agreement is an Offer as defined in Section 11.b. of the Development Agreement; (ii) the City received written notice of the Exchange Agreement on September 12, 2019; and (iii) the City shall not exercise its right to purchase the Property pursuant to the ROFR as required by the Exchange Agreement. Developer may transfer the Property to VestedNest pursuant to the Exchange Agreement; provided, however, that if that transfer does not occur on or before May 9, 2020, or if the Exchange Agreement is terminated for any reason, then any sale or transfer of the Property, or any portion thereof, by Developer shall be subject to the ROFR. If the transfer of the Property to VestedNest occurs on or before May 9, 2020, then the City shall have no further right of first refusal with respect to the Property and Section 11.b. of the Development Agreement shall be null and void.

3. Assignment and Assumption. As of the date (the "Closing Date") of the closing of the transactions contemplated by the Exchange Agreement and the transfer of the Property by Developer to VestedNest (the "Closing"), Developer hereby assigns all of Developer's interest in and to the Development Agreement to VestedNest and VestedNest hereby assumes and agrees to: (i) be bound by the Development Agreement including all rights and liabilities as developer thereunder from and after the Closing Date; and (ii) perform all duties and obligations as developer under the Development Agreement from and after the Closing Date. Notwithstanding the foregoing, this Assignment does not release or relieve Developer from any of the duties, obligations or liabilities relating to or associated with the Development Agreement, including, without limitation, the requirements to complete all nine Buildings and to achieve Project Completion by the Project Completion Date. VestedNest hereby makes all of the developer's representations and warranties and hereby agrees to all of the developer's covenants in the Development Agreement as of the Effective Date.

4. Loan and Mortgage. Developer and VestedNest acknowledge and agree that City has disbursed the entire principal amount of the Loan to Developer in accordance with the Development Agreement and that the City has no remaining obligation to disburse any funds pursuant to the Development Agreement. Provided that Developer has completed six Buildings in accordance with Section 3.b.iii. of the Development Agreement on or prior to the Closing Date, the City shall forgive the Loan in its entirety and shall release the Property from the lien of the Mortgage as of the Closing Date. If Developer has not completed all six Buildings as of the Closing Date, then the Loan shall remain outstanding and the Mortgage shall continue to be a lien on the Property such that VestedNest shall take title to the Property subject to the Mortgage until such time as Developer completes six Buildings in accordance with the Development Agreement, at which time the City will forgive the Loan in its entirety and release the Property from the lien of the Mortgage.

5. Deed Restrictions. Developer and VestedNest hereby agree that any deed that transfers the Property from Developer to VestedNest shall include the Deed Restrictions attached hereto as Exhibit B and that VestedNest shall take title to the Property subject to the Development Agreement as evidenced by the Memorandum as well as all easements and other matters of record.

6. Conditions Precedent to this Assignment. The obligations of the City under, and the effectiveness of, this Assignment are conditioned upon the satisfaction of each and every one of the following conditions:

- a. Each Developer Entity and VestedNest shall promptly provide the City with (A) evidence that such entity is authorized to enter into this Assignment and that the persons signing this Assignment on behalf of such entity are authorized to so sign this Assignment and to bind such entity to the terms and conditions of this Assignment, (B) a certified copy of its organizational documents, (C) a certificate of status issued by the Wisconsin Department of Financial Institutions or the applicable jurisdiction, and (D) resolutions or consents of its board of directors, partners or members, as the case may be, approving this Assignment and the transactions which are the subject of this Assignment. Each Developer Entity and VestedNest shall provide this documentation on or before the Effective Date.
- b. No uncured default, or event which with the giving of notice or lapse of time or both would be a default, shall exist under the Development Agreement. Developer shall not be in default (beyond any applicable period of grace) of any of its obligations under any other agreement or instrument with respect to the Project to which Developer is a party or an obligor.
- c. The City, through its City Council, shall have approved or authorized this Assignment and the transactions contemplated herein, and all other agreements and/or transactions which require approval.
- d. Developer and VestedNest shall have executed and delivered such other closing documentation reasonably requested by the City, if any.

All submissions given to the City to satisfy the conditions contained in this section must be satisfactory in form and content to the City, in its reasonable discretion.

7. Additional Representations, Warranties and Covenants of VestedNest. VestedNest represents and warrants to the City and agrees and covenants with the City as of the Effective Date as follows:

- a. All copies of documents, contracts and agreements which VestedNest has furnished to the City are true and correct in all material respects.
- b. No statement of fact by VestedNest contained in this Assignment or the Development Agreement and no statement of fact furnished or to be furnished by VestedNest to the City pursuant to this Assignment or the Development Agreement contains or will contain any untrue statement of a material fact or omits or will omit to state a material fact necessary in order to make the statements herein or therein contained not misleading at the time when made.
- c. VestedNest is a Wisconsin limited liability company duly formed and validly existing, in good standing, and has the power and all necessary licenses, permits and franchises to own its assets and properties and to carry on its business. VestedNest is duly

licensed or qualified to do business and in good standing in all other jurisdictions in which failure to do so would have a material adverse effect on its business or financial condition.

d. The execution, delivery and performance of this Assignment have been duly authorized by all necessary action of VestedNest and constitute the valid and binding obligations of VestedNest enforceable in accordance with their terms, subject only to applicable bankruptcy, insolvency, reorganization, moratorium, general principles of equity, and other similar laws of general application affecting the enforceability of creditors' rights generally.

e. The execution, delivery, and performance of VestedNest's obligations pursuant to this Assignment will not violate or conflict with VestedNest's organizational documents or any indenture, instrument or agreement by which VestedNest is bound, nor will the execution, delivery, or performance of VestedNest's obligations pursuant to this Assignment violate or conflict with any law applicable to VestedNest.

f. There is no litigation or proceeding pending or threatened against or affecting VestedNest that would adversely affect VestedNest or the enforceability of this Assignment or the Development Agreement, the ability of VestedNest to perform its obligations under this Assignment or the Development Agreement.

8. Representations and Warranties of Developer. Each Developer Entity hereby remakes all of the representations and warranties included in the Development Agreement and hereby reaffirms all of the covenants in the Development Agreement as of the Effective Date.

9. Representations and Warranties of the City. The City represents and warrants to VestedNest and Developer that:

a. The City is a municipal corporation and political subdivision organized under the laws of the State of Wisconsin.

b. Subject to the conditions precedent above, the City has the authority to enter into this Assignment and carry out its obligations hereunder pursuant to the authority granted to it by the Wisconsin Constitution and State law.

c. The parties below on behalf of the City have been fully authorized to execute this Assignment on behalf of the City. When executed and delivered to Developer and VestedNest, this Assignment shall constitute a legal, valid and binding obligation of the City, enforceable in accordance with its terms.

10. Notices. All notices hereunder shall conform to the provisions of, and be addressed in accordance with, Section 13 of the Development Agreement. Any notice to VestedNest shall be addressed to the following:

VESTEDNEST PROPERTY GROUP LLC

PO Box 7]

Wausau, WI 54402

Attn: [Korey Stern] 480.865.5191

^{DS}
[KS]

^{DS}
[KS]

11. Joint and Several Obligations. Each Developer Entity and VestedNest shall be jointly and severally liable for the performance of all obligations of Developer under the Development Agreement, and the City may bring suit against each such entity, jointly or severally, or against any one or more of them.

12. Effectiveness of this Assignment. In addition to any other conditions precedent provided in this Assignment, if the Closing does not occur for any reason, this Assignment shall be null and void and the Development Agreement as executed by the City and Developer shall be in full force and effect without taking into effect any of the provisions of this Assignment.

13. Miscellaneous.

a. No Personal Liability. Under no circumstances shall any alderperson, council member, officer, official, director, attorney, employee or agent of the City or the Developer have any personal liability arising out of this Assignment, and no party shall seek or claim any such personal liability.

b. Waiver; Amendment. No waiver, amendment, or variation in the terms of this Assignment shall be valid unless in writing and signed by the City, Developer, and VestedNest, and then only to the extent specifically set forth in writing. Nothing contained in this Assignment is intended to or has the effect of releasing Developer or VestedNest from compliance with all applicable laws, rules, regulations and ordinances in addition to compliance with all terms, conditions and covenants contained in this Assignment and the Development Agreement.

c. Entire Agreement. This Assignment, the Development Agreement, and the documents executed pursuant to this Assignment and the Development Agreement contain the entire understanding of the parties with respect to the subject matter hereof and thereof. There are no restrictions, promises, warranties, covenants or undertakings other than those expressly set forth in this Assignment, the Development Agreement, and the documents executed pursuant to this Assignment and the Development Agreement. This Assignment, the Development Agreement, and the documents executed pursuant to this Assignment and the Development Agreement supersede all prior negotiations, agreements and undertakings between the parties with respect to the subject matter hereof.

d. No Third-Party Beneficiaries. This Assignment is intended solely for the benefit of Developer, VestedNest, and the City, and no third party (other than successors and permitted assigns) shall have any rights or interest in any provision of this Assignment, or as a result of any action or inaction of the City in connection therewith. Without limiting the foregoing, no approvals given pursuant to this Assignment by Developer, VestedNest, or the City, or any person acting on behalf of any of them, shall be available for use by any contractor or other person in any dispute relating to the Project.

e. Severability. If any covenant, condition, provision, term or agreement of this Assignment is, to any extent, held invalid or unenforceable, the remaining portion thereof and all other covenants, conditions, provisions, terms, and agreements of this Assignment

will not be affected by such holding, and will remain valid and in force to the fullest extent by law.

f. Governing Law. This Assignment is governed by, and must be interpreted under, the internal laws of the State of Wisconsin. Any suit arising or relating to this Assignment must be brought in Marathon County, Wisconsin.

g. Time is of the Essence; Deadlines. Time is of the essence with respect to this performance of every provision of this Assignment in which time of performance is a factor. In the event a deadline herein falls on a non-business day, the deadline shall be deemed to fall on the next following business day.

h. Relationship of Parties. This Assignment does not create the relationship of principal and agent, or of partnership, joint venture, or of any association or relationship between the City, Developer, or VestedNest.

i. Captions and Interpretation. The captions of the articles and sections of this Assignment are to assist the parties in reading this Assignment and are not a part of the terms of this Assignment. Whenever required by the context of this Assignment, the singular includes the plural and the plural includes the singular.

j. Counterparts/Electronic Signature. This Assignment may be executed in several counterparts, each of which shall be deemed an original but all of which counterparts collectively shall constitute one instrument representing the agreement among the parties. Facsimile signatures and PDF email signatures shall constitute originals for all purposes.

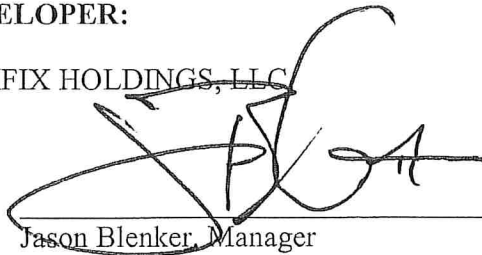
[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Assignment and Assumption of Purchase and Development Agreement as of the Effective Date first printed above.

DEVELOPER:

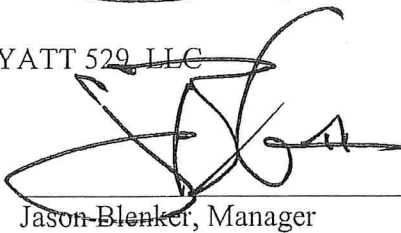
AEDIFIX HOLDINGS, LLC

By:


Jason Blenker, Manager

JL WYATT 529, LLC

By:


Jason Blenker, Manager

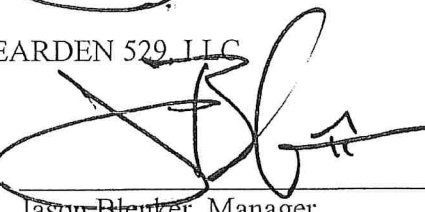
JJ TAGGART 529, LLC

By:


Jason Blenker, Manager

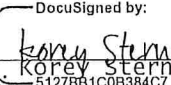
JH REARDEN 529, LLC

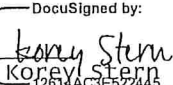
By:


Jason Blenker, Manager

VESTEDNEST:

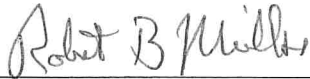
VESTEDNEST PROPERTY GROUP LLC

DocuSigned by:
By: 
Name: Korey Stern
5127BB1C0B384C7...
Title: Owner

DocuSigned by:
By: 
Name: Korey Stern
12614AC3E522445...
Title: Member

CITY:

CITY OF WAUSAU

By: 
Robert B. Mielke, Mayor

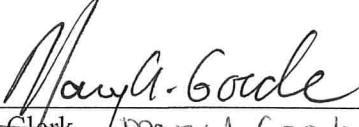
Attest: 
~~Toni Rayala, Clerk~~ Mary A. Goede
Deputy Clerk

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

Parcel 1 - JL Wyatt 529, LLC Property

PARCEL A:

Lot 1 of Certified Survey Map Number 18173 recorded in the Office of Register of Deeds for Marathon County in Volume 89 of Certified Survey Maps on page 30 as Document Number 1768137, Section 34, Township 29 North, Range 7 East, in the City of Wausau, Marathon County, Wisconsin.

PIN: 291-2907-344-0334

Street Address: 1042 S. 15th Ave.

PARCEL B:

Lot 2 of Certified Survey Map Number 18173 recorded in the Office of Register of Deeds for Marathon County in Volume 89 of Certified Survey Maps on page 30 as Document Number 1768137, Section 34, Township 29 North, Range 7 East, in the City of Wausau, Marathon County, Wisconsin.

PIN: 291-2907-344-0335

Street Address: 1038 S. 15th Ave.

PARCEL C:

Lot 1 of Certified Survey Map Number 18174 recorded in the Office of Register of Deeds for Marathon County in Volume 89 of Certified Survey Maps on page 31 as Document Number 1768138, Section 35, Township 29 North, Range 7 East, in the City of Wausau, Marathon County, Wisconsin.

PIN: 291-2907-353-0966

Street Address: 1118 W. Thomas St.

PARCEL D:

Lot 1 of Certified Survey Map Number 18082 recorded in the Office of Register of Deeds for Marathon County in Volume 88 of Certified Survey Maps on page 61 as Document Number 1760911, Section 35, Township 29 North, Range 7 East, City of Wausau, Marathon County, Wisconsin.

PIN: 291-2907-353-0693

Street Address: 702/708 W. Thomas St.

Parcel 2 - JJ Taggart 529, LLC Property

PARCEL A:

Lot 2 of Certified Survey Map Number 18082 recorded in the Office of Register of Deeds for Marathon County in Volume 88 of Certified Survey Maps on page 61 as Document Number 1760911, Section 35, Township 29 North, Range 7 East, City of Wausau, Marathon County, Wisconsin.

PIN: 291-2907-353-0694

Street Address: 610/612 W. Thomas St.

PARCEL B:

Lot 1 of Certified Survey Map Number 18175 recorded in the Office of Register of Deeds for Marathon County in Volume 89 of Certified Survey Maps on page 32 as Document Number 1768139, Section 35, Township 29 North, Range 7 East, in the City of Wausau, Marathon County, Wisconsin.

PIN: 291-2907-353-0695

Street Address: 516 W. Thomas St.

PARCEL C:

Lot 2 of Certified Survey Map Number 18175 recorded in the Office of Register of Deeds for Marathon County in Volume 89 of Certified Survey Maps on page 32 as Document Number 1768139, Section 35, Township 29 North, Range 7 East, in the City of Wausau, Marathon County, Wisconsin.

PIN: 291-2907-353-0696

Street Address: 510 W. Thomas St.

Parcel 3 - JH Rearden 529, LLC Property

PARCEL A:

Lot 2 of Certified Survey Map Number 18174 recorded in the Office of Register of Deeds for Marathon County in Volume 89 of Certified Survey Maps on page 31 as Document Number 1768138, Section 35, Township 29 North, Range 7 East, in the City of Wausau, Marathon County, Wisconsin.

PIN: 291-2907-353-0965

Street Address: 1114 W. Thomas St.

PARCEL B:

Lot 3 of Certified Survey Map Number 18174 recorded in the Office of Register of Deeds for Marathon County in Volume 89 of Certified Survey Maps on page 31 as Document Number 1768138, Section 35, Township 29 North, Range 7 East, in the City of Wausau, Marathon County, Wisconsin.

PIN: 291-2907-353-0964

Street Address: 1110 W. Thomas St.

PARCEL C:

Lot 4 of Certified Survey Map Number 18174 recorded in the Office of Register of Deeds for Marathon County in Volume 89 of Certified Survey Maps on page 31 as Document Number 1768138, Section 35, Township 29 North, Range 7 East, in the City of Wausau, Marathon County, Wisconsin.

PIN: 291-2907-353-0963

Street Address: 1044 S. 11th Ave.

EXHIBIT B

**DEED RESTRICTIONS TO BE ATTACHED TO
DEED FROM DEVELOPER TO VESTEDNEST**

DEED RESTRICTIONS

By accepting and recording this deed, the grantee of this deed ("GRANTEE") covenants and agrees as follows:

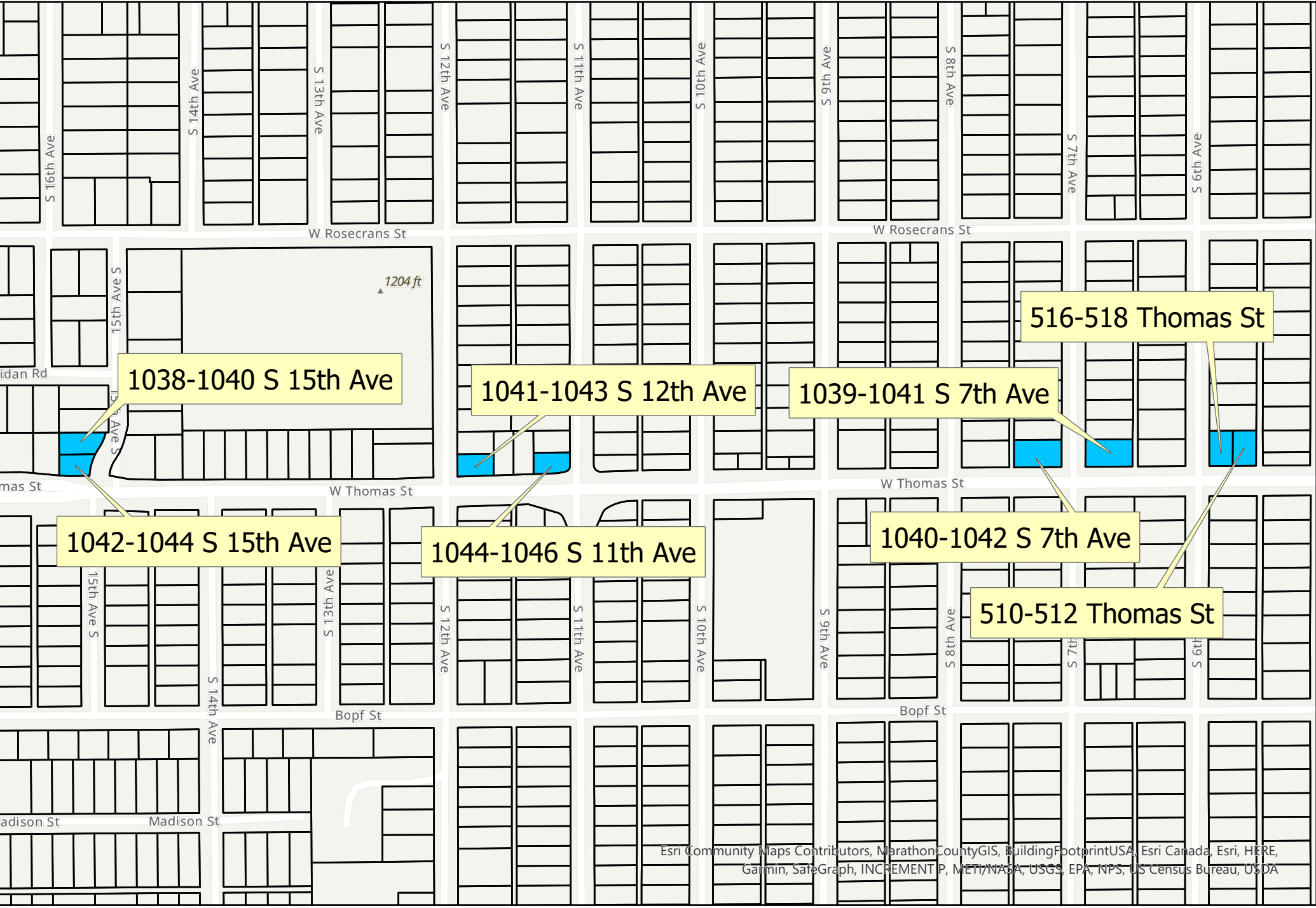
1. Development Agreement with the City of Wausau. GRANTEE acknowledges and agrees that the property conveyed by this deed (the "Property") is subject to that certain Development Agreement dated October 19, 2018 (as may be amended for time to time, the "Development Agreement"), with the City of Wausau, Wisconsin ("CITY"). The Development Agreement imposes certain obligations, liabilities and restrictions on the owners and/or mortgagees of all or any portion of the Property, including, without limitation, certain rights of CITY to repurchase the Property. Until termination of the Development Agreement pursuant to its terms, the Development Agreement shall run with the land and shall bind GRANTEE, any subsequent owner and/or mortgagee of all or any portion of the Property, and each of their successors and assigns.

The terms, conditions and other provisions of the Development Agreement are set forth in the Development Agreement, express reference to which is made for greater particularity as to the terms, conditions and provisions thereof. A copy of the Development Agreement is available upon request from CITY at the offices of the City Clerk. These Deed Restrictions do not contain a complete summary of the Development Agreement. Provisions in these Deed Restrictions shall not be used to interpret the provisions of the Development Agreement.

2. Tax-Exempt Covenant. GRANTEE agrees that it will not sell, lease, assign or otherwise transfer or convey any interest in the Property, directly or indirectly, to a person or entity exempt from general property taxation or in a manner which would cause all or any portion of the Property to be exempt from general property taxation without CITY's prior written consent, which consent may be withheld in CITY's sole and absolute discretion (the "Tax-Exempt Covenant"). CITY may condition its consent on a separate payment in lieu of taxes agreement with the proposed transferee. The Tax-Exempt Covenant shall run with the land in perpetuity and shall forever bind GRANTEE, any subsequent owner and/or mortgagee of all or any portion of the Property, and each of their successors and assigns.

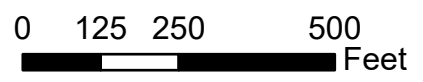
3. PILOT Covenant. In the event the Tax-Exempt Covenant is not valid or enforceable or if for any reason the Tax-Exempt Covenant is terminated, then, for any period of time that all or any portion of the Property is exempt from general property taxation, GRANTEE and its successors and assigns shall make annual payments in lieu of taxes to CITY in an amount equal to the property taxes that would otherwise have been paid as property taxes on the Property, or the applicable portion thereof (the "PILOT Covenant"). The PILOT Covenant shall run with the land in perpetuity and shall forever bind GRANTEE, any subsequent owner and/or mortgagee of all or any portion of the Property, and each of their successors and assigns.

GRANTEE agrees, on behalf of itself and its successors and assigns, that CITY may, from time to time, re-record these Deed Restrictions in the land records to provide record notice thereof.



City of Wausau, WI

Thomas Street Duplexes (2019)



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

RESOLUTION OF THE ECONOMIC DEVELOPMENT COMMITTEE

Approving contracting with Aplomb PR to manage the Wausome Facebook page

Committee Action: Approved 4-1

Fiscal Impact: \$1,000

File Number: 21-0809

Date Introduced: August 10, 2021

FISCAL IMPACT SUMMARY

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

RESOLUTION

WHEREAS, on November 17, 2017, the City released an RFP to select a firm to support a broad set of City activities including building awareness of City redevelopment projects, improving understanding of existing and new programs and enhancing City social media and public outreach with a budget of \$20,000 for 2018; and

WHEREAS, on December 5, 2017, your Economic Development Committee entertained four proposals and recommended evaluating them and bringing them back to the Committee; and

WHEREAS, on December 19, 2018, an identical RFP was released for the year 2019 with a budget of \$15,000; and

WHEREAS, on February 20, 2019, your Economic Development Committee recommended approval of the proposal from Aplomb PR for 2019; and

WHEREAS, on October 14, 2020, a contract was executed to hire Aplomb PR for Q4 Marketing Campaign, for services through December 31, 2020 for \$3,500; and

WHEREAS, on February 2, 2021, your Economic Development Committee entertained an overview of 2020 Wausome campaign metrics from Aplomb PR; and

WHEREAS, on June 21, 2021, a contract from Aplomb PR was presented to the City for management and creative direction of the Wausome Facebook page, including campaign strategy, post creation and execution, responding to messages, and professional design of supporting social images for the time period June 21, 2021 to September 6, 2021 for \$1,000.

NOW, THEREFORE, BE IT RESOLVED that the Common Council of the City of Wausau does hereby approve entering into the attached contract with Aplomb PR in the amount of \$1,000 for the period June 21, 2021 to September 6, 2021 and authorizes the proper city officials to execute the attached contract.

Approved:

Katie Rosenberg, Mayor

MINUTES

Economic Development Committee Meeting

Date / time Tuesday, August 3, 2021 at 5:15 P.M. | *Meeting called to order by* Neal at 5:15 P.M.

In Attendance

Members Present:	Tom Neal (ED chair), Sarah Watson, Becky McElhaney, Lisa Rasmussen, and Tom Kilian
Others Present:	Mayor Katie Rosenberg, Lou Larson, Brad Lenz, Anne Jacobson, Shannon Graff, Samuel Wessel

Agenda #3 – Discussion and possible action on approving contracting with Aplomb PR to manage the Wausome Facebook page.

Atty. Jacobson presented on the agenda item. The committee released an RFP in 2017 and 2018 and in 2019 they selected Aplomb PR. It was not approved by council but they only approved Aplomb PR (E. Knight) for 2019. Since then, there have been several short term “serial” contracts which the city’s procurement policy does not address. The most recent contract was for \$1,000 and 11 weeks which brings the total paid to Aplomb an amount of \$39,500 over the last 3 ½ years. Jacobson stated Aplomb presented a contract for \$1,000 to the city in June 2021 which was supposed to start on 6/24/21 and run until 9/6/21. Jacobson asked for discussion as to whether the city continue with the short term contracts or pursue a longer term contract.

Neal commented that he sees work is being done on the Facebook page and feels there is a need for this work. He expressed the desire to have a defined scope of work along with a longer term contract.

Rasmussen stated when the partnership with Aplomb began the scope of Knights work included many other things other than only managing the Facebook page and the committee earmarked \$10,000/yr. for those services. Rasmussen asked if that is a separate contract from the current proposed contract.

Neal clarified the first contract with Aplomb was based on a budget of \$24,000 for a years’ worth of work and included more responsibilities but ongoing should be up to the new Community and Economic Development Director.

Rasmussen spoke in support of continuing with Aplomb at least for the short term to continue engagement and keep content fresh. Rasmussen did say she does not think city staff should be assigned as an administrator.

Mayor Rosenberg agrees that she does not think city staff/council should be administrators on social media sites.

Rasmussen motioned to approve the contract, seconded by Watson.

McElhaney requested Knight clarify if she has been managing the page since June 2021 despite having a contract in place.

Knight responded she has been managing the page despite the contract not being signed.

Committee voted and motion carried 4-1 with Kilian being the dissenting vote.

MEMORANDUM

TO: Mayor Katie Rosenberg
Common Council Members

FROM: Anne Jacobson, City Attorney

RE: Marketing Services of Aplomb PR

DATE: August 6, 2021

Purpose: To provide background and inform the Council regarding the process followed to this point with regard to the procurement of the marketing services of Aplomb PR.

Background: Here is a synopsis of the public record available to me:

- 11/7/17 – City releases RFP to select a firm to support a broad set of City activities including building awareness of City redevelopment projects, improving understanding of existing and new programs, building awareness of City redevelopment projects, improving understanding of existing and new programs, building upon the existing wausome.org campaign, enhancing City social media and public outreach, leading strategic discussions and assisting with initiatives which may result from these strategic discussions. The budget was approximately \$20,000 for 2018.
- On 12/5/17, the E.D. Committee entertained the 4 proposals it received and made a unanimous motion to “move forward with Neal’s assistance on strategy and achievement evaluations to be brought back to the next meeting.”
- On 12/19/18, an identical RFP was released for the year 2019 with an approximate budget of \$15,000.
- On 2/20/19, a unanimous motion was passed at Economic Development to “approve Elizabeth Knight, d/b/a Aplomb PR’s marketing proposal for 2019. They encourage staff to discuss specific areas in which they believe are the most measurable and effective.”
- On 10/14/20, Sean Fitzgerald signed a contract obligating the City to hire Aplomb PR for Q4 Marketing Campaign, for services through 12/31/20 for \$3,500.00.
- On 2/2/21, the E.D. Committee entertained an “[O]verview of 2020 Wausome campaign metrics from Elizabeth Knight of Aplomb PR.” While no motions were made, Kilian asked if there could be a success metric to give us a measurable idea of an action being initiated by the campaign. Knight responded that they could build something in to track why people are reaching out.
- On 6/21/21, Elizabeth Knight submitted a contract for “management and creative direction of Wausome Facebook page, including campaign strategy, post creation and execution, responding to messages, and professional design of supporting social images.” The time period for the contract is 6/21/21 through 9/6/21.

- On 8/3/21, the Economic Development Committee unanimously recommended approval of the submitted contract for services continuing to be rendered since Sean Fitzgerald's departure, for \$1,000 for 6/21/21 through 9/6/21.

Applicable Policy: (City's Procurement Policy – 2.23.21)

As to the *procurement* of services, "Goods or services [Professional Services] under \$25,000 may be made based upon the best judgment of the department head or division director. However it is *recommended that competitive quotes be obtained*. Specific procurement documentation is not required." No purchase order is required for goods or services of \$10,000 or less.

As to the *authority to contract*:

- "Purchase contracts for goods or services valued at \$10,000 or less may be signed by individual department directors *as long as the purchase is provided in the budget.*"
- Contracts do not require Council resolution when:
 1. *The funds for services are included in the approved City budget.*
 2. *The procurement for services complies with the procurement policy.*
 3. *The City Attorney has reviewed and approved the form of the contract. (Was unaware of this contract.)*
 4. *The contract complies with other laws, resolutions and ordinances.*
 5. *The contract is for a specific project, for a period of a year or less or a period of not more than 3 years and the annual average cost of the services does not exceed \$25,000.*

Analysis: Our procurement policy does not currently contemplate serial contracting. Broken down by year, the total paid to Aplomb PR from 2017-present = \$48,150.00. Here is the breakdown by year:

Ck#	2017	2018	2019	2020	2021
265912	550.00				
266488	1,100.00				
270241	1,900.00				
274066		10,000.00			
276741		10,000.00			
277214		1,700.00			
281461		1,700.00			
281461			7,500.00		
283266			1,100.00		
284265			7,500.00		
286128			1,600.00		
291983				3,500.00	
Subtotal	3,550.00	23,400.00	17,700.00	3,500.00	-
Total	48,150.00				

A Request for Proposal was released in both 2017 for calendar year 2018 and in 2018 for calendar year 2019. The budgets for both 2018 and 2019 appear to have been exceeded. A standing committee

approved Aplomb PR's proposal in calendar year 2019 for 2019. I found no such other approvals made by any other standing committee or by the Common Council, for 2017, 2018, or beyond 2019. The only executed contract I was given was one signed by Sean Fitzgerald on 10/14/20 for \$3,500, for services through the end of 2020.

While services under \$25,000 can be *procured* without documentation and without competitive quotes, and no purchase order and purchase order coversheet is required for purchases of \$10,000 or under, and *purchase contracts* of \$10,000 or less can be signed by individual department directors if the purchases are provided for in the budget, I cannot verify that the purchases were provided for in the budget. Additionally, given the check amounts, it appears there were a *series* of agreements supporting such payments, each individually at or below the \$10,000 threshold for allowing department directors to *execute contracts*, but which, when taken in total, span approximately 3.5-4 years and total **\$48,150.00**, not including the current proposed contract. While the scope of services appears to have varied slightly over time, the current proposed contract is strictly for managing the Wausome Facebook page. Because marketing services totaling \$48,150.00 provided by one vendor have been procured by successive, variable, periodic contract(s), it becomes even more important to document procurement policy compliance.

Recommendation:

It is my recommendation that the Council:

1. Approve the procurement of services through serial purchases exceeding \$25,000 to one vendor for the same or similar services.
2. Approve contracts for which the funds to pay for the services are not included in the city budget.
3. Consider the periodic release of an RFP for City marketing services and/or Wausome Facebook page management, to cover a specific time period, or contract for a longer period of time, thus eliminating the need for serial contracts of weeks or months.
4. Be clear and concise with expectations for measurable deliverables, and monitor compliance by requesting periodic updates or reports to Council.

Independent Contractor Agreement

THIS AGREEMENT, effective June 21, 2021, is entered into between Mayor Katie Rosenberg, City of Wausau (Client), and Elizabeth Knight, d.b.a. Aplomb PR (Independent Contractor).

WHEREAS, Client wishes to enter into this Agreement for the non-exclusive services of Independent Contractor upon the terms and conditions set forth below; and,

WHEREAS, Independent Contractor wishes to enter into this Agreement for the non-exclusive retention of their services upon the terms and conditions set forth below:

Professional Terms

1. All communications materials developed by Independent Contractor in the performance of this Agreement will become the property of Client.
2. Errors and omissions: It is the Client's responsibility to check proofs carefully for accuracy in all respects, ranging from spelling to technical illustrations. Independent Contractor is not liable for errors or omissions on work that is approved by Client.

Scope of Work

Client wishes to retain Independent Contractor's services for the following:

Management and creative direction of Wausau Facebook page, including campaign strategy, post creation and execution, responding to messages, and professional design of supporting social images. Goal is to create at least 3 posts per week, but this will likely be more as events/news warrant.

Timeline

Project to begin upon acceptance of this agreement, with development of tactics and implementation through September 6, 2021.

Payment Terms

Client agrees to pay Independent Contractor a fee as follows:

\$1,000

This fee includes creative development of assets and project management of all strategies and tactics as outlined in the scope of work.

Upon acceptance of this proposal, an invoice for 100% of the payment terms will be provided with payment requested within 30 days.

For Aplomb PR:



Elizabeth Knight
June 21, 2021

For City of Wausau:

Mayor Katie Rosenberg

Date: _____



Invoice

Aplomb PR
Elizabeth Knight
808 S. 12th Street
Wausau, WI 54403

CLIENT

City of Wausau
Attn: Mayor Katie Rosenberg
407 Grant Street
Wausau, WI 54403

Date: 6/21/2021
Invoice Number: INV-2120

Project Summary

Wausome Summer Social Strategy + Execution	\$1,000.00
--	------------

Total

\$1,000.00

Aplomb PR
808 S. 12 Street, Wausau, WI 54403
P: 715.612.7508 • www.aplombpr.com

Independent Contractor Agreement

THIS AGREEMENT, effective September 11, 2020, is entered into between Sean Fitzgerald, City of Wausau (Client), and Elizabeth Knight, d.b.a. Aplomb PR (Independent Contractor).

WHEREAS, Client wishes to enter into this Agreement for the non-exclusive services of Independent Contractor upon the terms and conditions set forth below; and,

WHEREAS, Independent Contractor wishes to enter into this Agreement for the non-exclusive retention of their services upon the terms and conditions set forth below:

Professional Terms

1. All communications materials developed by Independent Contractor in the performance of this Agreement will become the property of Client.
2. Errors and omissions: It is the Client's responsibility to check proofs carefully for accuracy in all respects, ranging from spelling to technical illustrations. Independent Contractor is not liable for errors or omissions on work that is approved by Client.

Scope of Work

Client wishes to retain Independent Contractor's services for the following:

Q4 2020 marketing campaign

- See Appendix A for scope of work

Timeline

Project to begin upon acceptance of this agreement, with development of tactics and implementation through December 31, 2020.

Payment Terms

Client agrees to pay Independent Contractor a fee as follows:

\$3,500.00

This fee includes creative development of assets and project management of all strategies and tactics as outlined in the scope of work.

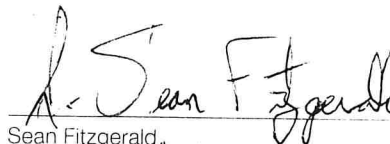
Upon acceptance of this proposal, an invoice for 100% of the payment terms will be provided on October 1, 2020 with payment requested within 30 days.

For Aplomb PR:



Elizabeth Knight
September 11, 2020

For City of Wausau:



Sean Fitzgerald

Date: 10-14-2020

Appendix A - Scope of work

Client wishes to retain Independent Contractor's services for execution of the following projects:

Project 1: Wausome social media campaign

Project 2: Submit your own Wausome story campaign

Project 1 tactics: Social media campaign

Management and creative direction of Wausome Facebook page, including campaign strategy, post creation and execution, responding to messages, and professional design of supporting images. Goal is to create at least 3 posts per week, but this will likely be more as events/news warrant.

Project 2 tactics: Submit your own Wausome story campaign

Relaunch campaign to solicit user-generated My Wausome stories

Produce 3 new Wausome feature stories (goal is to release one in October, November, and early December). Interview and prepare content, solicit images, design appropriate banners, and provide to city staff for posting to Wausome website.

Promote stories across multiple channels (social, website, friends of Wausome campaign)

A summary of the campaign will also be prepared and presented to the Economic Development Committee at their December 2020 or January 2021 meeting.

Office of the Mayor
Robert B. Mielke



TEL: (715) 261-6800
FAX: (715) 261-6808

November 17, 2017

Dear Interested Parties,

The City of Wausau is pleased to request proposals for marketing and communications services to support redevelopment and community/economic development programs of the City in 2018.

This RFP is to select a firm(s) or organization(s) who may support a broad set of City activities including building awareness of City redevelopment projects, improving understanding of existing and new programs, building upon the existing wausome.org campaign, enhancing City social media and public outreach, leading strategic discussions, and assisting with initiatives which may result from these strategic discussions.

A final set of deliverables and contract amount will be determined based on the proposal and a workplan determined with the selected firm(s). The City's expected marketing budget for this effort for 2018 is approximately \$20,000.

Event	Date
1. RFP Released	November 17, 2017
2. Proposals for Services Due	December 1, 2017
4. Review of Proposals (tentative)	December 5, 2017

Questions and/or interested in additional information on the RFP and the City of Wausau should be submitted in writing by contacting:

Christian Schock, christian.schock@ci.wausau.wi.us

Sincerely,

Robert B. Mielke
Mayor

Proposal Requirements

1. **Summary:** Describe the professional qualifications and expertise in the field of strategic visioning, community involvement, social media, graphic communications, media engagement/purchasing/placement, and other general and community engagement marketing efforts.
2. **Approach:** What are some of the proposed ways you would assist the City in improving strategic communication, brand identity and community involvement to support the City's development goals?

Evaluation Criteria

Weighting of criteria is used by the City as a tool in selecting the best proposal. The City may change criteria and criteria weights at any time. Evaluation scores or rankings do not create any right or expectation of a contract award. Background checks and references may also be considered.

The following elements will be the primary considerations in evaluating all submitted proposals and in the selection of a marketing consultant (out of a total of 100):

Proposer has a track record of developing successful strategic programs and supporting community efforts for a variety of clients.

50 Points

Proposal presents potential approaches which are innovative, pragmatic and interesting ways to support the City's development goals and programs through marketing.

50 Points

Submission Information

Proposals shall meet the following criteria:

1. Proposals shall be prepared on standard 8 1/2" X 11" letter-size paper;
2. Email digital copy of proposal to christian.schock@ci.wausau.wi.us by 4:30pm on December 1, 2017.

The City of Wausau reserves the right to:

- Reject any or all offers and discontinue this RFP process without obligation or liability to any potential proposer.
- Award a contract on the basis of initial offers received, without discussions or requests for best and final offers.
- Split the contract for marketing services among a variety of firm(s) based on their skills and expertise; and negotiate separate contracts for each.
- Negotiate a final workplan, deliverables and budget, which will be reviewed by the Economic Development Committee in consultation with the City administration and staff.

ECONOMIC DEVELOPMENT COMMITTEE

Date and Time: Tuesday, December 5, 2017 @ 5:30 pm., Council Chambers

Economic Development Members Present: Neal (C), Rasmussen, Gehin & Peckham.

Others Present: Schock, Plaisance, Sippel, Jacobson & Mielke.

In accordance with Chapter 19, Wisc. Statutes, notice of this meeting was posted and sent to the Daily Herald in the proper manner.

The Economic Development Committee meeting was called to order by Chairperson Neal at 5:30 pm.

Approval of the Minutes from 11/16/17

Peckham commented that there was no response written to Rasmussen's question regarding if the note to the foundation would need to be paid off immediately from the purchase of that land by the City or if we could continue to make payments until it was paid off. Schock replied that he had talked to the Foundation and we could continue paying off as we have been. This will be fixed in the 11/16/17 minutes.

Motion by Rasmussen, second by Wagner to approve minutes once the above change is made. Motion passed 5-0

Discussion and Possible Action on the Disposition Strategy for Thomas Street Properties.

This discussion has happened in the past and we are now at a point where we can start analyzing the next steps.

Sippel presented research on the 28 parcels along Thomas Street that could potentially be redeveloped. The map indicates that the blue parcels include storm water after the new right of way. There are six narrow or oddly shaped lots that could possibly be combined with other properties.

Neal asked Sippel if there are any specific properties that should be RFP versus a bid. Schock believes we should take all parcels to an open RFP so that the developers see the vision of combining the properties. Neal also questioned if the City could retain any of the oddly shaped properties for amenities. Sippel thinks that we could wait and with the properties left over we could make green space and/or amenities. Rasmussen commented that historically the bidding process included current property owners to see if they were interested in adjacent properties. She believes the TID money that we can use for these properties brings in higher tax and land use. Alternative commercial or mixed use buildings on the developable sites would be what we owe the taxpayers. She also asked about the timeline of the RFP process and believes we should move ahead with the bid process because it is faster and we could ask them to give us the end use and process of their parcel. If there are no acceptable bids after the deadline we could move to an RFP and open the communication channel to potentially interested developers. Wagner then asked about the properties on Sherman Street from years ago and how many we had left. His suggestion was asking the homeowner if we could "give the adjacent land to them" when an oddly shaped or undeveloped parcel. He would like to figure out a way to get people (developers or current owners) to see the vision of combining the parcels. Peckham also wants the wording of the RFP to be reviewed and encourage creative combinations of adjacent properties that the city does not own. Schock replied that there are a lot of semantics and the RFP could be a shorter, simplified process by asking for their intended use/vision to start with. He also asked the committee who should review the submissions and when they should be brought back to ED for recommendations and then CISM and Public Works. Peckham asked what the timeline would be for the streamlined RFP, with an answer of 4-6 weeks submission deadline. Rasmussen believes we should run the RFP until the end of January and then bring it back to the February 6th ED meeting. ED will retain the decision making control because of the mission when looking at the use of land. Neal then asked Sippel if any of the other surrounding parcels were for sale currently because if they are they may look more attractive to combine them. All committee members believe the RFP process should be streamlined and enhanced with the map of for sale properties and that we should exhaust all options at the next ED meeting.

Motion made by Rasmussen, second by Peckham to pursue the RFP process and agrees that there should be a discussion at the next ED meeting on Sherman Street and 17th Avenue - Motion passed 5-0.

Discussion and Possible Action on the Proposed Cooperative Request for Proposals for the Properties at 2220-2222 and 2202 Grand Avenue.

The Community Development Department is currently working with the land owners of these properties on a Cooperative RFP process which makes it available to combine the parcels. The owners have formally approved the

release of the RFP in which they will review all submissions in the beginning of February. There has been some interest in these specific properties already.

Peckham appreciates Schock's work in this process and believes this will benefit the neighborhood and the City as a whole. Wagner questioned if this was a service that we are now offering. Schock replied that the City invented this Cooperative RFP process so that we could help the owners look at potential development possibilities and help market the sale and development in a more friendly way. Rasmussen agrees with Schock and thinks that with us helping with the redevelopment visions will certainly help these high visibility areas, such as this specific corner.

Motion made by Rasmussen, second by Peckham to move ahead with the Cooperative RFP. Motion passed 5-0.

Discussion and Possible Action on the Proposals Received for the 2018 Economic Development Marketing Plan.

Community Development has received four proposals for the broad marketing RFP. The goal is to suggest potential ideas and implementations for 2018.

Neal was glad to see four responses and found them all as more of introductory pieces with no specific economic development details, targeting and/or tactics. Peckham thinks CD should pick two and get more detailed information. He would like to see a detailed response including expectations, missions, results, etc. Wagner has the same thoughts and wants to know how they compete for us and how we evaluate them. Rasmussen is also glad to see the number of proposals and sees a good diversity in the offerings. She is excited to see the social media and online aspect and thinks that by embracing our local public access channel we can showcase the uniqueness of the community. Neal agrees, he wants to see the Economic Development aspect of marketing and wants to create the buzz to enhance our community's economy. Rasmussen believes these strategic marketing ideas can act in unison and they can both initiate the brand of Wausau both commercially and work force related. Peckham had a question on what marketing we are doing with Aplomb versus the marketing we are currently talking about. Schock explained that Aplomb was more of an external marketing and this strategy would be more internal. He believes there's rational to do both. Rasmussen also added that there is different messaging to business owners, employees and the community as a whole. These projects can work parallel and we need to work with different people sourcing, age differences, interests, etc. Neal agrees and believes we need a rich outreach to a range of audiences and Rasmussen added that we need to showcase things we have to do here for all of these audiences when they are not at work.

Motion made by Wagner, second by Peckham to move forward with Neal's assistance on strategy and achievement evaluations to be brought back to the next meeting. Motion passed 5-0.

Special Instructions or Directives to Staff:

Schock relayed that Sara M. will send an email out to the committee to see if a meeting will need to be held on December 21st. Sara will also send out options for the January meeting, as the schedule date is January 2nd and Chris will not be here.

Motion by Peckham, second by Gehin to adjourn the meeting. Motion passed 5-0.

Adjournment Time: 6:22 p.m.

ECONOMIC DEVELOPMENT COMMITTEE

Date and Time: Thursday, January 18, 2018 @ 5:30 pm., Council Chambers

Economic Development Members Present: Neal (C), Rasmussen, Gehin, Wagner & Peckham.
Others Present: Schock, Mielke, Jacobson & Plaisance.
Other Council Members Present: Gisselman, Smith and Kellbach

In accordance with Chapter 19, Wisc. Statutes, notice of this meeting was posted and sent to the Daily Herald in the proper manner.

The Economic Development Committee meeting was called to order by Chairperson Neal at 5:30 pm.

Approval of Minutes from 11/16/17, 12/5/17 and 12/21/17

Motion by Gehin, second by Peckham to approve all minutes. Motion passed 5-0.

Discussion and Possible Action on Redevelopment Options Related to a Proposed Cinema Theater and developer Partners at 411 Washington Street (Sears)

CLOSED SESSION pursuant to 19.85(1)(e) of the Wisconsin Statutes for deliberating or negotiating the purchase of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session:

➔ **Discussion and Possible Action on Redevelopment Options Related to a Proposed Cinema Theater and developer Partners at 411 Washington Street (Sears)**

ROLL CALL VOTE – Neal, Peckham, Rasmussen, Wagner and Gehin.

Motion made by Rasmussen, second by Wagner to go into a closed session. Motion passed 5-0.

Motion made by Peckham, second by Gehin to go back into Open Session. Motion passed 5-0.

RECONVENE INTO OPEN SESSION, if necessary

Wagner stated that after receiving a proposal from Compass Properties for the cinema development of the Sears property he moves to direct city staff to work with them to bring the Council a formal proposal.

Motion made by Wagner, second by Peckham. Motion passed 5-0.

Discussion and Possible Action on the Phase 2 Proposals for the City of Wausau Marketing and Awareness Project

Neal stated that after receiving additional follow up information from the RFP respondents there are two proposals to decide on.

CLOSED SESSION pursuant to 19.85(1)(e) of the Wisconsin Statutes for deliberating or negotiating the purchase of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session:

➔ **Discussion and Possible Action on the Phase 2 Proposals for the City of Wausau Marketing and Awareness Project**

ROLL CALL VOTE – Neal, Peckham, Rasmussen, Wagner and Gehin.

Motion made by Rasmussen, second by Wagner to go into a closed session. Motion passed 5-0.

Motion made by Peckham, second by Gehin to go back into Open Session. Motion passed 5-0.

RECONVENE INTO OPEN SESSION, if necessary

Neal thanked the responding agencies that came back after the initial responses. After discussion in closed session the committee was happy with the results from both respondents.

Rasmussen made the motion to accept the proposal from Aplomb PR and Neal added that their proposal was very on-point, had good detail and a substantial achievement. He thought it was a good starting point and suggested the possible potential for a synergy with the other business that sent in their responding proposal for asset development and cost effective messaging.

Motion made by Rasmussen, second by Gehin. Motion passed 5-0.

Discussion and Possible Action on Item#2 of the Third Amendment to the Development Agreement for the Property at 1300 River Drive.

Schock presented that the WOW's (Wausau on Water) development agreement included the mural discussion and production and was recently taken to the Planning Committee to be heavily debated. The plan was formerly approved by the Planning Committee but not the Council. This subject was brought to the ED Committee to discuss the next steps, including whether or not a new Public Arts Commission should be created by Council.

Rasmussen talked about the history of the project and mentioned that this was the first project completed on the Riverfront. The murals were presented on the original design plan and were supposed to sell the uniqueness of the project. She explained that government has oversight on what is being done and this project was originally approved by the ED Committee, so she felt that it should stay with the ED Committee and be delivered on as promised. Peckham agreed that the Planning Committee didn't have the background of this project to be making specific decisions.

Peckham agreed that the murals are an artistic enhancement and brought up that WOW's thoughts were that they used local photos inside and they didn't want to repeat them outside, but he agrees that we expected more and we need to be open-minded.

Wagner stated that he would not have agreed on a metal building if this was going to be the outcome and suggested that they work with the historical society.

Neal agrees and wants the process to move forward, while Gehin thinks that Mr. Greenwood should be at the next meeting to continue the dialogue. Schock thinks we should tell him that he needs to present renderings at the next meeting and Rasmussen agrees that he can present alternative plans but a compromise needs to be worked out and followed up on.

No action taken.

Special Instructions or Directives to Staff:

None

Motion by Peckham, second by Gehin to adjourn the meeting. Motion passed 5-0.

Adjournment Time: 7:05 p.m.

Office of the Mayor
Robert B. Mielke



TEL: (715) 261-6800
FAX: (715) 261-6808

December 19, 2018

Dear Interested Parties,

The City of Wausau is pleased to request proposals for marketing and communications services to support redevelopment and community/economic development programs of the City in 2019.

This RFP is to select a firm(s) or organization(s) who may support a broad set of City activities including building awareness of City redevelopment projects, improving understanding of existing and new programs, building upon the existing wausome.org campaign, enhancing City social media and public outreach, leading strategic discussions, and assisting with initiatives which may result from these strategic discussions.

A final set of deliverables and contract amount will be determined based on the proposal and a work plan determined with the selected firm(s). The City's expected marketing budget for this effort for 2019 is approximately \$15,000.

Event	Date
1. RFP Released	December 19, 2018
2. Proposals for Services Due	January 25, 2019
4. Review of Proposals (tentative)	February 5, 2019

Questions and/or requests for additional information on the RFP and the City of Wausau should be submitted in writing by contacting:

Christian Schock, christian.schock@ci.wausau.wi.us

Sincerely,

Robert B. Mielke
Mayor

Proposal Requirements

1. **Summary:** Describe the professional qualifications and expertise in the field of strategic visioning, community involvement, social media, graphic communications, media engagement/purchasing/placement, and other general and community engagement marketing efforts.
2. **Approach:** What are some of the proposed ways you would assist the City in improving strategic communication, brand identity, and community involvement to support the City's development goals?

Evaluation Criteria

Weighting of criteria is used by the City as a tool in selecting the best proposal. The City may change criteria and criteria weights at any time. Evaluation scores or rankings do not create any right or expectation of a contract award. Background checks and references may also be considered.

The following elements will be the primary considerations in evaluating all submitted proposals and in the selection of a marketing consultant (out of a total of 100):

Proposer has a track record of developing successful strategic programs and supporting community efforts for a variety of clients- especially municipalities and nonprofit organizations.

50 Points

Proposal presents potential approaches which are innovative, pragmatic and interesting ways to support the City's development goals and programs through marketing.

50 Points

Submission Information

Proposals shall meet the following criteria:

1. Proposals shall be prepared on standard 8 1/2" X 11" letter-size paper;
2. Email digital copy of proposal to christian.schock@ci.wausau.wi.us by 4:30 p.m. on January 25, 2019.

The City of Wausau reserves the right to:

- Reject any or all offers and discontinue this RFP process without obligation or liability to any potential proposer.
- Award a contract on the basis of initial offers received, without discussions or requests for best and final offers.
- Split the contract for marketing services among a variety of firm(s) based on their skills and expertise; and negotiate separate contracts for each.
- Negotiate a final work plan, deliverables and budget, which will be reviewed by the Economic Development Committee in consultation with the City administration and staff.

ECONOMIC DEVELOPMENT COMMITTEE

Date and Time: Wednesday, February 20th, 2019 at 5:15 p.m., Council Chambers

Economic Development Members Present: Tom Neal, Lisa Rasmussen, Gary Gisselman, Pat Peckham and Michael Martens

Others Present: Christian Schock, Mayor Robert Mielke, Anne Jacobson and Terra Plaisance

Other Council Members Present:

In accordance with Chapter 19, Wisc. Statutes, notice of this meeting was posted and sent to the Daily Herald in the proper manner.

The Economic Development Committee meeting was called to order by Neal at 5:15 pm.

Approval of the Minutes from 01/03/2019.

Changes were made prior to meeting from Rasmussen and Peckham's email suggestion of revisions. Revisions were sent out to committee prior to meeting.

Motion by Peckham, second by Martens to approve minutes with above changes made. Motion passed 4-0 (Rasmussen was not at meeting yet.)

Discussion and Possible Action on the Proposals Received for Economic Development Marketing.

Neal asked Schock to briefly summarize what the committee should be looking for out of these proposals as they go into closed session to collaborate. Schock replied that the City is looking for proactive marketing with a unique approach. The engagement is important but at a competitive cost. Schock expressed that we aren't looking for the typical brochure advertising, we need more relevant and creative styles with an interactive approach. Neal agrees and reminds the committee to think about how our message is getting out and engaging with all people.

CLOSED SESSION pursuant to 19.85(1)(e) of the Wisconsin Statutes for deliberating or negotiating the purchase of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session:

➔ **Discussion and Possible Action on the Proposals Received for Economic Development Marketing.**

ROLL CALL VOTE – Neal, Rasmussen, Gisselman, Peckham and Martens.

Others Present: Schock, Plaisance, Jacobson and Mielke.

Motion made by Peckham, second by Rasmussen to go into a closed session. Motion passed 5-0.

Motion made by Peckham, second by Martens to go back into Open Session. Motion passed 5-0.

RECONVENE INTO OPEN SESSION, if necessary

Open Session Action on Closed Session item(s):

Rasmussen believes in the dynamic approach that Aplomb PR has and is happy with the current results. The committee would like to see a deeper dive into the video production, social media advertising and outreach. She also believes that by accepting the current marketing company's proposal there will be less training and rebranding. Marten agrees and believes 2018's marketing plan was on a great track and now we can move further and deeper. Neal also believes that the 2018 marketing has shown great results and would like to evolve and enhance in 2019 with our limited budget.

Motion by Rasmussen, second by Martens to approve Aplomb PR's marketing proposal for 2019. They encourage staff to discuss specific areas in which they believe are the most measurable and effective. Motion passed 5-0.

Discussion and Possible Action on the Potential Towers Area Plan and Market Study Request for Proposals (RFP).

Schock explains that this is a new topic and there are resources budgeted for parking improvements on the Catholic block. Second Street is being redone which will include perpendicular parking and a green space. Staff has been discussing all of the changes including the surrounding areas, such as; the Graebel building, YMCA/Aspirus and 120 Scott Street. The market study will define these areas, as we are calling them the Towers area, but will not include the mall or 400 block downtown area. This is a simple market analysis, not extensive, but staff is interested to see what could come out of it and what the parking demand would look like whether it be ramp or street parking. This study will educate the City in multiple areas and but is very limited in scope. Rasmussen mentioned that in past meetings this discussion started with the Dudley Tower and

MINUTES

Economic Development Committee

Tuesday, February 2, 2021 at 5:15 P.M. | Neal at 5:22 P.M.

In Attendance

Committee Members Present: Tom Neal (chair), Lisa Rasmussen (webex), Sarah Watson (webex), Becky McElhaney (webex) and Tom Kilian

Others Present: Mayor Katie Rosenberg, Sean Fitzgerald, Patrick Peckham (webex), Brad Lenz (webex), MaryAnne Groat (webex), Dawn Herbst, Shannon Graff, Debra Ryan (webex), Bruce Grau, Gary Gisselman, Brad Sippel (webex), Fay Harder (webex), Nathan Miller, Jason Blenker (webex)

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 #1 – Approval of Minutes from 01/05/21

Motion by Rasmussen, second by Watson to approve the minutes. Motion passed 5-0.

Agenda Item #2 – Overview of 2020 Wausome campaign metrics from Elizabeth Knight of Aplomb PR.

Knight discusses the progress of the Wausome campaign which is a campaign to position the city as an ideal place to live. She stated there was no formal RFP put out in 2020 however, the campaign did actively market in the 4th quarter with favorable results. Wausome released three stories in October, November and December 2020. Knight highlighted how many people the campaign reached which spiked when stories were released. Knight stated 4th quarter traffic quadrupled from 3rd quarter and this was without paid advertising.

Kilian asked if the committee could receive a geographical breakdown of where the hits from the site are coming from. Knight responded in 2019 they did do paid advertising in larger metro areas primarily through Facebook but because they didn't do any paid advertising this year, she did not include the geographical breakdown in her reports for this year.

Kilian also asked if there could be a success metric to give us a measureable idea of an action being initiated by the campaign. Knight responded that they could build something in to track why people are reaching out.

Agenda Item #3 – Discussion and possible action on an amendment to the 2017 Blenker River East Brownstones Development Agreement for Short Street properties.

Fitzgerald review the amendment to the development agreement as presented in the packet. No discussion pertaining to the amendment from the committee.

Motion by Rasmussen, second by Kilian to approve the amendment. Motion passes 5-0.

RESOLUTION OF THE FINANCE COMMITTEE

Approving the 2021 budget modification for the purchase of Election Badger Book Electronic Poll Books

Committee Action: Approved 4-0

Fiscal Impact: \$15,000

File Number: 20-1109

Date Introduced: August 10, 2021

FISCAL IMPACT SUMMARY

COSTS	Budget Neutral	Yes ☒ No ☐	
	Included in Budget:	Yes ☒ No ☐	Budget Source: Election Printing
	One-time Costs:	Yes ☒ No ☐	Amount: \$15,000 with additional purchases planned in the future
	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 ☐		

WHEREAS, the City Clerk is recommending moving to Badger Books electronic election poll books for election management through a phased process; and

WHEREAS, the City purchased several used Badger Books in 2020 to manage the central count absentee site; and

WHEREAS, the recommendation is to purchase 7 books in 2021 and upgrade 3 sites for the 2021 election at a cost of \$15,000; and

WHEREAS, the use of electronic poll books increases efficiencies on election day and post election management and is known to be reliable and secure; and

WHEREAS, funds exist in the 2021 election budget; and

WHEREAS, your Finance Committee has reviewed and recommends a budget modification to fund the purchase of the Badger Books purchase

Increase	Election – Equipment New	110-8198130	\$15,000
Decrease	Election – Postage	110-8193110	\$15,000

NOW, THEREFORE, BE IT RESOLVED, that the proper city officials modify the budget as presented above

Approved:

Katie Rosenberg, Mayor

FINANCE COMMITTEE

Date and Time: Tuesday, July 13, 2021 @ 5:45 pm., Council Chambers

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

Members Excused: Lisa Rasmussen

Others Present: Maryanne Groat, Nathan Miller, Eric Lindman, Katie Rosenberg, Leslie Kremer, Greg Seubert

Discussion and possible action regarding budget modification - election budget to purchase Badger Books

Maryanne Groat stated we have concluded the elections for 2021 and there are funds left in that budget, so that is where the money would come from.

Leslie Kremer, City Clerk, explained Badger Books is an electronic poll book rather than using paper. She noted using Badger Books will reduce the amount of poll workers needed, reduce errors and increases efficiency. Sarah Watson commented she participated in training and found them easy to learn and very efficient.

Motion by Watson, second by Ryan to approve the budget modification to purchase Badger Books. Motion carried 4-0.



Leslie M. Kremer, City Clerk

Mary Goede, Deputy Clerk

Office: 715-261-6620

Fax: 715-261-6626

Office of the City Clerk

To: City of Wausau Finance Committee

From: Leslie Kremer, City Clerk

Date: July 7, 2021

Subject: Funding request of up to \$15,000 for Election related purchase: Badger Books Electronic Poll Book

Greetings Finance Committee.

The 2022 election cycle will be starting in approximately 6 months. 2022 brings the potential for 4 elections, with the November, 2022 election likely having a large turnout as voters will be determining the Governor's race. As you know, the 2020 election season forced us to continually review and adjust our election administration processes and contingency plans as we faced an ongoing pandemic that no one could have prepared for. As we look ahead to the 2022 elections, it is my opinion that the City of Wausau would benefit tremendously by upgrading to an Electronic Poll Book (Badger Books) system, which is secure and approved and administered through the Wisconsin Elections Commission. Not only would Badger Books allow us to administer elections more efficiently and at a reduced cost, it would also assist us better in our contingency planning should circumstances out of our control result in similar challenges we saw due to the pandemic during 2020.

The City of Wausau had an opportunity to purchase a few Badger Books at a reduced price from the Village of Weston late last year and we plan to utilize them in 2022 to manage our Central Count of Absentee Ballots and at one of our polling sites. We would like to upgrade at least 1 or 2 additional poll sites to Badger Books at the same time, with the goal of having all poll sites upgraded to Badger Books by the end of 2023. The cost of the Badger Book is \$2000.00/unit. I am requesting funding in the amount of up to \$15,000 to purchase 7 Badger Books. With the purchase of these 7 additional Badger Books, we would be able to potentially upgrade 3 poll sites along with Central Count beginning with the February, 2022 Primary.

On the handout that accompanies this memo, I have put together some information on what the Badger Book is and the most significant benefits the City of Wausau would gain from upgrading.

Thank you for considering this request.

HANDOUT ON BADGER BOOKS AND BENEFITS TO THE CITY OF WAUSAU

What is Badger Book? (Taken from Wisconsin Elections Commission website)

In 2017, Wisconsin Elections Commission staff developed an electronic poll book system to be used in polling places in Wisconsin on Election Day. The "Badger Book" is electronic poll book software that is specific to Wisconsin elections practices and statutes. The Badger Book is the only electronic poll book software created with direct WisVote integration. Badger Books within each polling place connect securely to each other, but do not connect to the internet or any other network outside the polling place.

The Badger Book is primarily used to check in voters, process absentee ballots, and register a voters on Election Day. The Badger Book maintains the voter number and count independent of poll worker input. After Election Day, a data file generated from the Badger Book is used to upload election participation and Election Day Registration information into WisVote. See: <https://elections.wi.gov/elections-voting/badger-book-introduction>

Some of the most substantial Benefits/Efficiencies the City of Wausau would receive in upgrading to Badger Books

1. We are still hearing daily about the nationwide controversy over the integrity of the 2020 Presidential election. This type of scrutiny will likely only continue to surround municipalities. Utilizing the Electronic Poll Book and all of the efficiencies it has to offer allows for greater transparency and integrity to election administration. I believe this is the greatest reason that the City of Wausau should begin upgrading poll sites to the Electronic Poll Book. We do a tremendously great job in our election administration already and this would only increase that voter confidence in our election administration.
2. Badger Book almost eliminates the possibility of human error in checking in voters/voter registration/issuing voter number and saves substantial time in reconciliation of the election numbers after Election Day.
 - a. The Badger Books' workflow provides the poll worker with a list automatically of acceptable forms of photo identification/proof of residency, so potential errors in accepting unacceptable documents are eliminated.
 - b. The voter number is automatically assigned and printed, so potential errors in duplicating numbers or forgetting to write the voter number in the poll book are eliminated. This is a huge time saving benefit as these types of potential errors can lead to hours of reconciliation to find the error.
3. Requires less staff/poll workers to administer an election
 - a. Since the Badger Books allow for the voter check-in, voter number issuance and voter signature to all happen in the workflow steps of 1 device, only 1 poll worker is needed instead of the 2 that are required when paper poll books are used.
 - b. Reduced expenses for poll worker staff and training time will offset some of the upfront costs of the Badger Books and make election administration less expensive in the long term.
 - c. In the event that we have a poll worker shortage like we saw happen in 2020, we could much more easily administer the election due to the reduced amount of staff needed to work at the polls.
4. Integrates automatically into the State of Wisconsin MyVote website so voters can see their voter participation for the election within a day or two instead of a week or two.
 - a. After the 2020 Presidential Election, voters were calling in the day or two after the election to inquire why their voter participation was not showing on the MyVote system. Use of the Badger Books would have allowed the City of Wausau voters to see that participation information within 2 or 3 days

of the election instead of having to wait until all of the manual entry we are required to do now was completed.

RESOLUTION OF THE FINANCE COMMITTEE

Approving the 2021 funding for additional engineering services related to the Fleet Maintenance Shop

Committee Action: Approved 4-0

Fiscal Impact: \$15,000

File Number: 20-1109

Date Introduced: August 10, 2021

FISCAL IMPACT SUMMARY

COSTS	Budget Neutral	Yes ☒ No ☐	
	Included in Budget:	Yes ☒ No ☐	Budget Source: Engineering Professional Services
	One-time Costs:	Yes ☒ No ☐	Amount: \$15,000
	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 ☐		

WHEREAS, Mercury Associates conducted a Fleet Management study for the City of Wausau which included an evaluation of operations and the facility; and

WHEREAS, the study suggested several facility design changes that will improve customer service, result in added operational efficiencies and improve the management and control of the parts inventory; and

WHEREAS, the Mercury study also revealed facility expansion limitations of the current site and recommended considering alternate locations; and

WHEREAS, the staff recommends updating our existing facility plan to incorporate the proposed facility design changes and to evaluate the feasibility of locating the new fleet facility at 1300 Cleveland Avenue at a cost of \$15,000; and

WHEREAS, staff recommends using funds budgeted for engineering services to fund the contract changes proposed; and

WHEREAS, your Finance Committee has reviewed and recommends funding the proposed contract changes from

150-236592190 Engineering Professional Services \$15,000

NOW, THEREFORE, BE IT RESOLVED, that the proper city officials are hereby authorized to contract for additional engineering services for the fleet facility as recommended with funding to come from 150-236592190 Engineering professional services.

Approved:

Katie Rosenberg, Mayor

FINANCE COMMITTEE

Date and Time: Tuesday, July 13, 2021 @ 5:45 pm., Council Chambers

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

Members Excused: Lisa Rasmussen

Others Present: Maryanne Groat, Nathan Miller, Eric Lindman, Katie Rosenberg, Leslie Kremer, Greg Seubert

Discussion and possible action regarding budget modification facility engineering services

Eric Lindman explained last year they put out an RFP for a new Facility Maintenance Shop for the streets and construction division. He indicated the shop layout will be revised based on the Fleet Study and recommendation by Mercury & Associates. He stated they also want to take a look at the property at 1300 Cleveland Avenue to see if that is an opportunity to put a new maintenance shop there and what it would look like on a layout. He noted these costs are all a part of their 2021 budget, they are just moving some of the money around.

Motion by Ryan, second by Watson to approve the budget modification facility engineering services. Motion carried 4-0.

TRANSFER OF FUNDS/CHANGE OF PURPOSE REQUEST FORM

Requested: Eric Lindman

Dept: Public Works & Utilities

Date:

Reviewed by Finance:

Date: _____

Reviewed by Mayor: _____

Date:

Transfer Explanation and Justification:

Transfer funds to complete engineering services related to layout and feasibility of a new Facility Maintenance Shop. The shop layout will be revised based on the Fleet Study and recommendations provided by Mercury & Assoc. The proposed new layouts and initial designs will be used to better estimate the total cost of the proposed project and provide information to staff for the total space required to have a fully functional facility.

[illegible]

COMMENTS:

Fin. Committee Approval ☐ Denial ☐ Date: _____ Council Approval ☐ Denial ☐ Date: _____

Submit three copies of form to Finance Department - Upon Council Action:

1 - Council File

2 - Department

3 - Finance Department



June 5, 2021

Mr. Eric Lindman
Public Works Director
City of Wausau
400 Myron Street
Wausau WI 54401

**RE: PUBLIC WORKS MYRON ST. REPAIR GARAGE ALTERNATE SITE CONCEPTS
Architectural Services Amendment 3**

Dear Eric,

In following with our original design services Agreement for the expansion of the Myron Street Garage, Barrientos Design & Consulting, Inc. is pleased to present this amendment for architectural planning services. This Amendment 3 will create conceptual site and building plans along with cost estimates for relocating the Repair Garage onto additional parcels of land on Myron Street, and for a stand-alone facility on Cleveland Avenue.

BACKGROUND

Barrientos Design completed a Conceptual Design of the Fleet Repair Garage in June 2020. The layout recommended a phased development of building out a new Repair Garage that over three phases, creates one unified DPW service facility. The Repair Garage component had 10 service bays, one welding bay and various support functions for the technicians. This layout was predicated on the approach that crew and administration functions would be centralized with the rest of the Public Works crews and in adjacent building.

In April 2021, the City of Wausau completed a Fleet Management study recommending a series of operational and facility changes that impact the 2020 design. Operationally, the study recommended a separate Fleet Management Division along with additional staff including, technicians, analysts and parts specialists. Other room layout changes were recommended as well, and these will involve revising the approach taken to date.

This separate Division approach presses for a separate building approach as well so Fleet can conduct their activities per best industry practices and service all City motor pool needs.

Specific building program changes recommended by the study include:

1. Increase maintenance bays from 10 to 12
2. Add a machine shop area

3. Increase shop support areas
4. Add Fleet crew amenities
5. Add Fleet administrative offices
6. Add conference and reception area
7. Add heavy duty and a light duty truck wash bays: one automated and one manual wash

In following with this study, City staff now want to explore two new layout approaches to the Fleet Management facility. These are as follows:

1. At the current site, purchase an additional four parcels along Myron Street and create a fully detached Fleet Maintenance facility. In addition, provide a layout for additional cold storage for DPW. Cold storage buildings would be added for DPW equipment storage within the existing Yard.
2. Develop a new stand-alone Fleet Maintenance facility at Cleveland Avenue on the entire parcel. This site has 6.9 acres with direct access to a main arterial and has compatible zoning/land uses.

SCOPE OF WORK

Barrientos Design will provide architectural planning services for the development of two alternate planning schemes as described above. Specific tasks and deliverables to be performed by Barrientos Design include:

1. Review consultant's Fleet Management study for impact on the building program. Identify facility program changes and assess their impact on the layout and size of the building.
2. Meet with City staff to review the past building program, concept plans and the Fleet study for impact on a revised building program. Gather input on ideas for floor plan changes.
3. Update the room tabulation and program narrative and create a new the basis of design for the Repair Garage.
1. Gather site data on the two sites. Using GIS data, develop a site base map for planning purposes. Document data on parcels, topography, roadways, existing and surrounding buildings, floodplains, zoning and general features.
2. Data on utility lines will be gathered from City GIS staff and incorporated into our base site plans.
3. Taking the updated facility, create new Repair Garage building and site layouts at the two sites. Up to three alternate layout diagrams will be developed for each location.
 - a. At Myron Street, create diagram site layout of the remaining DPW facilities and how additional cold storage buildings can be added. Expansion and renovation of the existing DPW Garage is not included in this scope.

- b. At the Cleveland Avenue site, create a stand-alone Fleet Maintenance facility including the main Repair Garage, related cold storage and Yard facilities.
 - c. Explore the relocation of the Fueling Station and Truck Wash to Cleveland on the impact on staffing, regulatory compliance and fleet access.
 4. Review alternates with City staff and assess their features and benefits. On the plans, documents these features:
 - a. Area for the building footprints and vehicle circulation
 - b. Room sizes and major equipment layout.
 - c. Operational efficiencies: relationships, adjacencies, circulation, clearances, equipment access.
 - d. Site layout circulation, storage.
 - e. Grading, stormwater and flood plain approach
 - f. Utility improvements required
 - g. Roadway access and capacity
 - h. Soils and history of property usages and construction
 - i. Zoning conformance
 - j. Surrounding land use impact
 - k. Economic and community development impact
 5. Select one alternate for each site and advance this to a concept design level.
 6. Create concept planning documents at each location. Documents will include:
 - a. Area site plans, aerials, contour plans
 - b. Floor plans
 - c. Site Plans
 - d. Construction Phasing Plans
 - e. Description of building assembly and construction
 - f. Cost Estimates
 - g. Narrative assessing the features and benefits of each plan approach.
 7. Submit draft Conceptual Design package to the City with the above assessment documented in a report format.
 8. Conduct a final review session with City staff and make any required report edits.
 9. Submit final Conceptual Design package to the City in a report format. Provide pdf's of the document.
 10. Prepare a PowerPoint presentation and conduct a presentation summarizing the Concept Design scope, approach, findings, design alternatives, recommended approach, construction costs and development schedules.

SCHEDULE

Barrientos Design will conduct the above work over an eight-week period.

FEE



Barrientos Design proposes to provide this Amendment 2 for a lump-sum fee of \$24,829. Reimbursables will include travel to the site.

We look forward to advancing this project effort to explore these two viable site options.

Sincerely,

BARRIENTOS DESIGN & CONSULTING, INC.

A handwritten signature in black ink that reads 'Norman Barrientos'. The signature is fluid and cursive, with a long horizontal stroke extending from the end of the name.

Norman Barrientos, AIA, LEED AP
President



Land Information Mapping System



50.00 0 50.00 Feet

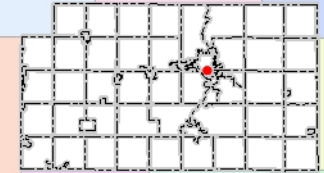


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TAYLOR

LINCOLN



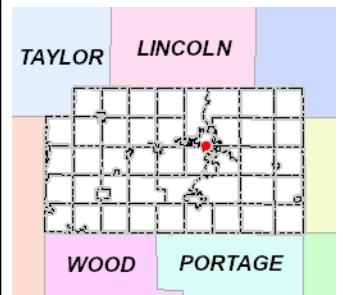
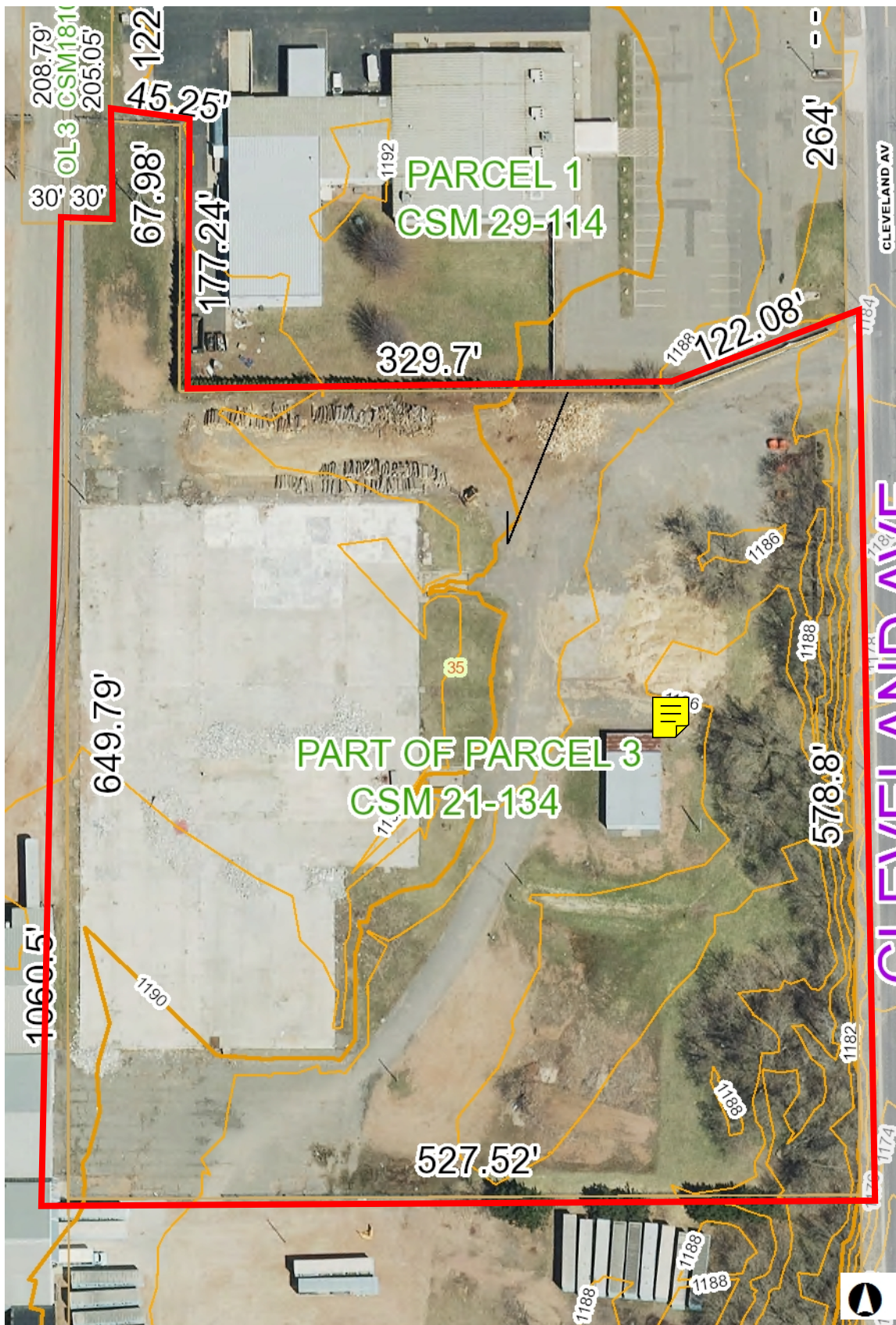
WOOD

PORTAGE

Legend

- Road Names
- Parcels
- Parcel Lot Lines
- Land Hooks
- Section Lines/Numbers
- Right Of Ways
- Named Places
- Municipalities
- 2ft Contour Labels
- County-wide 2ft Contours (2012)
- Index
- Intermediate
- Lake-Ponds
- DNR Wetland Points
- DNR Wetland Areas
- 2020 Orthos Countywide
- Red: Band_1
- Green: Band_2
- Blue: Band_3

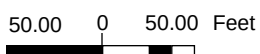
Notes



Legend

- Road Names
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NAD 1983 HARN WISCRS Marathon County Feet

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RESOLUTION OF THE FINANCE COMMITTEE

Approving the 2021 budget modification for the purchase of Hot Mix

Committee Action: Approved 4-0

Fiscal Impact: \$60,000

File Number: 20-1109

Date Introduced: August 10, 2021

FISCAL IMPACT SUMMARY

COSTS	<i>Budget Neutral</i>	Yes ☒ No ☐	
	<i>Included in Budget:</i>	Yes ☒ No ☐	<i>Budget Source: Seal Coating</i>
	<i>One-time Costs:</i>	Yes ☒ No ☐	<i>Amount: \$60,000</i>
	<i>Recurring Costs:</i>	Yes ☐ No ☒	<i>Amount:</i>
SOURCE	<i>Fee Financed:</i>	Yes ☐ No ☒	<i>Amount:</i>
	<i>Grant Financed:</i>	Yes ☐ No ☒	<i>Amount:</i>
	<i>Debt Financed:</i>	Yes ☐ No ☒	<i>Amount: Annual Retirement</i>
	<i>TID Financed:</i>	Yes ☐ No ☒	<i>Amount:</i>
	<i>TID Source: Increment Revenue ☐ Debt ☐ Funds on Hand ☐ Interfund Loan ☐</i>		

WHEREAS, the street seal coat bids came under budget and staff are recommending redirecting the savings to the hot mix budget to finance additional street maintenance activity; and

WHEREAS, your Finance Committee has reviewed and recommends the proposed budget modification:

Increase	Hot Mix	110-101594830	\$60,000
Decrease	Street Services	110-101592490	\$60,000

NOW, THEREFORE, BE IT RESOLVED, that the proper city officials modify the budget as presented above

Approved:

Katie Rosenberg, Mayor

FINANCE COMMITTEE

Date and Time: Tuesday, July 13, 2021 @ 5:45 pm., Council Chambers

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

Members Excused: Lisa Rasmussen

Others Present: Maryanne Groat, Nathan Miller, Eric Lindman, Katie Rosenberg, Leslie Kremer, Greg Seubert

Discussion and possible action regarding budget modification hot mix

Eric Lindman indicated they were able to achieve some savings on the crack sealing and would like to move that \$60,000 over to keep the paver moving through the rest of the summer.

Motion by Ryan, second by Watson to approve the budget modification hot mix. Motion carried 4-0.

TRANSFER OF FUNDS/CHANGE OF PURPOSE REQUEST FORM

Requested: Eric Lindman

Dept: Public Works & Utilities

Date:

Reviewed by Finance:

Date:

Reviewed by Mayor:

Date:

Transfer Explanation and Justification:

Transfer funds from seal coat budget to hot mix budget. Seal coating bid came in under budget and utilizing the remaining budgeted amount for hot mix and paving will allow crews to make more permanent repairs of streets. This will leave some funds in the seal coat budget for crack sealing this year.

Completing in-house pavement repairs through paving has been a priority focus and we have been contracting out the crack sealing as the private sector is more efficient and has better equipment to complete the work than we currently have within the fleet. We are planning to continue to increase our Hot Mix budget annually to complete more long term pavement repairs.

[illegible]

COMMENTS:

Fin. Committee Approval ☐ Denial ☐ Date: _____ Council Approval ☐ Denial ☐ Date: _____

Submit three copies of form to Finance Department - Upon Council Action:

1 - Council File

2 - Department

3 - Finance Department

RESOLUTION OF THE PLAN COMMISSION

Amending the General Development Plan at 920 North 1st Street to allow for a three story 32-unit multi-family residential development, in a PUD, Planned Unit Development Zoning District.

Committee Action: Approved 7-0

Fiscal Impact:

File Number: 21-0810

Date Introduced: August 10, 2021

WHEREAS, on August 4, 2021, the Plan Commission considered a request to amend the general development plan at 920 N. 1st Street to allow for a 32-unit multi-family residential development; and

WHEREAS, the building would be three stories with underground parking; and

WHEREAS, additional surface parking would be supplied along a new street extension south of Fulton Street; and

WHEREAS, the building is considered Phase II of a previously-approved project by the same developer; and

WHEREAS, the proposed project fits with the original master plan for the area of creating a vibrant, urban, mixed-use riverfront that maintains public access to the river; and

WHEREAS, the placement of the proposed buildings matches the previous general development plan and is in line with the original master plan for the area; and

WHEREAS, this project will not alter the public linear green spaces that lie adjacent to the building; and

WHEREAS, the petitioners will submit specific implementation plans for consideration by the Plan Commission; now therefore

BE IT RESOLVED that the Common Council of the City of Wausau hereby amends the general development plan at 920 N. 1st Street to allow for a 32-unit multi-family residential development, in a PUD, Planned Unit Development Zoning District.

Approved:

Katie Rosenberg, Mayor

PLAN COMMISSION

Time and Date: The Plan Commission met on Wednesday, August 4, 2021, at 5:00 p.m. in the Common Council Chambers of Wausau City Hall and virtually via WebEx

Members Present: Mayor Katie Rosenberg, Eric Lindman, Patrick Peckham, Tom Neal, Bruce Bohlken, Andrew Brueggeman, George Bornemann

Others Present: Sam Wessel, Brad Lenz, Brian Stahl, *Via Webex*: Jay Knetter

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

Welcome

Mayor Rosenberg called the meeting to order at 5:00 p.m.

Public Hearing: Discussion and possible action on amending the General Development Plan at 920 North 1st Street to allow for a three-story 32-unit multi-family residential building, in a PUD, Planned Unit Development Zoning District

Architect Knetter described that this development follows the first Phase, Riverlife Apartments, and he is available for questions.

Lenz gave a brief history of the site and how it relates to the 2015 East Riverfront Brownfields Plan. The developer agreement for Riverlife Apartments included a future condo to the south but the zoning hadn't been reviewed as a PUD until now since there are now specifics available. This general development plan would approve the density and arrangement of the site with details to follow in the specific implementation plan. The building is 3 stories with underground parking which was identified in the past. Future details include whether the building will have to shift to accommodate an existing water main but that shouldn't affect density, use, or building elevations. Depicted parking is flexible to add or remove spaces as needed. Wessel added that the developer said 2 parking spaces per unit are expected at this price point for condos, and the depicted parking allows for this plus additional visitor parking.

Mayor Rosenberg opened the public hearing at 5:07 p.m. With no public comments, Mayor Rosenberg closed the public hearing at 5:07 p.m.

Motion and second by Brueggeman and Bohlken to approve the general development plan at 920 North 1st Street.

Peckham asked if all units would have a view of the river. Knetter explained that not all of them would face the river, but the corner units will still have some water views.

Peckham asked about the land division in the staff report. Lenz clarified that division allows the site to close its brownfield status, which DNR would officially close after the structure is built. That way the entire brownfield site doesn't have to wait for the whole area to develop before closing its brownfield status and condo units can be sold. This also places responsibility on the developer, not the City, to meet DNR requirements of their site.

Neal asked about the street names and parking assignment. Lenz said that the ratio of parking stalls to units is a little different than Riverlife Apartments because there are more 3-bedroom units, but details on how parking is designated will be worked out in the agreement. If the building has to shift to the north, parking isn't necessarily lost, the driveway just gets longer.

Neal asked about landscaping on the river side. Lenz said there will be some public green space for lights, benches, etc. and that the private property doesn't go right up to the trail. There will also be a yard between the building and trail. He said the unusual driveway shape accommodates fire trucks.

Knetter mentioned that regardless of how far over the building is shifted, there will be a view of the river between it and Riverlife Apartments and either configuration accommodates a future small amphitheater mentioned in the developer agreement.

With no further questions or comments, Plan Commission voted unanimously, 7-0, to approve the GDP at 920 N 1st Street.

Adjournment

The next Plan Commission meeting will be held August 24th, 2021.

Motion and second made by Brueggeman and Pekham to adjourn. Mayor Rosenberg adjourned the meeting at 5:22 p.m.



Memorandum

From: Sam Wessel
To: Plan Commission
Date: August 4, 2021
Subject: Planned Unit Development at 920 N 1st St

Background

Riverlife Condos, LLC is proposing a 32-unit condominium building at 920 North 1st Street, south of the Riverlife Apartments. The proposal is part of a previously-approved multi-phased development of the riverfront. The current building would consist of 3 stories of condominium residential units with 45 underground parking spaces and 29 surface parking spaces along with bicycle and pedestrian connections from the River Edge Trail to North 1st Street and Fulton Street.

The original site plan for the PUD is shown below (Attachment 1). The proposed site is highlighted as “future” development, with no further description regarding its density or land use. The East Riverfront Master Plan, adopted by the city in 2015 and found on the following page, depicted the site as office space. The buildings are shown oriented toward the river and North 1st Street, with some surface parking on the interior. The green spaces in the area were designed in a linear fashion along the river and stream, with private development filling in behind them, except for the narrow area at the north end of the site which is Riverlife Park.

The plan included a market study which showed strong demand for multi-family residential use. The plan noted that the area could accommodate 40-45 new units per year, for eight to ten years, in addition to new commercial square footage. The actual and proposed density of development of this area is tracking to be under the targets set in the master plan, so the change from office to residential when compared to the 2015 plan is supported by strong regional housing demand.



Figure 1. Illustrative Concept from 2015 Plan.

Finally, the second attachment below shows that the site is proposed to be divided, creating Lot 4 as the building site, dedicating the surface parking as public, and creating Lot 3 for future development and Outlot 2 for a bicycle/pedestrian trail. Subdividing the property now rather than waiting for future development assists this property in closing the site's brownfield requirements, allowing for condominium units to be sold.

Criteria for Approval

Section 23.10.45(f) of the zoning code outlines the criteria for approval of a Planned Unit Development (PUD). It states that in its review of an application for a PUD the plan commission shall make findings with respect to the ten criteria (below). Staff comments follow each of the criteria.

1. The proposed Planned Unit Development project is consistent with the overall purpose and intent of this title.

The planned unit development zoning was established in the East Riverfront/Riverlife area before the first redevelopment project was undertaken. The district rightfully provides zoning flexibility in order to promote a unique, urban riverfront district.

2. The proposed Planned Unit Development project is consistent with the City's Comprehensive Plan and other area plans. (It is the responsibility of the City to determine

such consistency.) A housing objective in the plan is to encourage a variety of housing types throughout the city.

The proposed condominium buildings along the riverfront fulfill the City's need for a diverse mix of housing types, with condominium ownership being somewhat rare in new construction. Under the economic development goal of stimulating community and economic growth and development, the plan encourages the use of Planned Unit Development zoning to encourage and facilitate high quality, owner-occupied housing. This ties into the Downtown objective of creating more residential use in order to make downtown a multi-use activity center. Similarly, the East Riverfront Master Plan envisions this area as a vibrant urban neighborhood that is anchored by new housing choices and supports nearby entertainment, retail, and office uses.

3. The proposed Planned Unit Development project would maintain the desired relationships between land uses, land use densities and intensities, and land use impacts in the environs of the subject site.

The proposed condominium project fits with the original master plan for the area of creating a vibrant, urban, mixed-use riverfront that maintains public access to the river. The intensity of land use is consistent with the original plan, and will add to the experience of people living and visiting there.

4. Adequate public infrastructure is or will be available to accommodate the range of uses being proposed for the Planned Unit Development project, including but not limited to public sewer and water and public roads.

The total number of 74 parking stalls allows for 2 parking spaces per unit plus an additional 10 spaces for visitors. Of this total, the 29 surface stalls will be located within the public right-of-way and maintained by the City, though additional parking will likely be added as neighboring properties develop in the future. This allows for parking that not only serves the development but also provides river access when spaces are not occupied by tenants. Bicycle and pedestrian connections between the River Edge Trail, Fulton Street, and North 1st Street are also provided that enhance river access and walkability, consistent with the 2015 plan. Finally, staff is working with the developer to accommodate the existing deep water main that extends across the river with the proposed site plan.

5. The proposed Planned Unit Development project will incorporate appropriate and adequate buffers and transitions between areas of different land uses and development densities/intensities.

Landscaping between proposed parking areas and the existing three homes immediately to the east on North 1st Ave will be required under the City's new zoning ordinance adopted in 2019. Landscaping details will be reviewed during the Specific Implementation Plan (SIP) review in the future.

6. The proposed Planned Unit Development project design does not detract from areas of natural beauty surrounding the site.

The project would not alter the public linear green spaces that lie adjacent to the buildings. The building designs (and their orientation) capitalize on the green spaces, which include the various pathways. Detailed landscaping plans for areas adjacent to the buildings will be part of the subsequent Specific Implementation Plan (SIP) review.

7. The proposed architecture and character of the proposed Planned Unit Development project is compatible with adjacent/nearby development.

The architecture of the buildings is comparable to nearby and citywide multifamily projects that have recently been approved. The massing of the buildings "frames" the riverfront and Fulton Street and is generally in line with existing buildings in the area.

8. The proposed Planned Unit Development project will positively contribute to and not detract from the physical appearance and functional arrangement of development in the area.

The arrangement of the proposed buildings matches the previous general development plan and is in line with the original master plan for the area. The site plan maintains public access to the river and stream, and enhances the public access to the river. The addition of residential units here enhances downtown economic activity.

9. The proposed Planned Unit Development project will produce significant benefits in terms of environmental design and significant alternative approaches to addressing development performance that relate to and more than compensate for any requested exceptions/base standard modifications variation of any standard or regulation of this title.

The project as designed will bring new amenities and activity to the area. It will help the City realize its vision of creating an active, urban riverfront with plenty of access to the river and features for the public. Part of creating such an environment involves not overbuilding surface parking lots – too much surface parking can kill the vibrancy and walkability of an area. The zoning code allows for the ability to not only limit the amount

of surface parking (e.g., with parking maximums) but it can allow the relaxation of fixed parking standards that may result in too much parking overall. This can be done in standard zoning districts, as well as with Planned Unit Development. For this project, the developer would be providing 45 covered/underground parking stalls for the 32 units. An additional 24 surface stalls count towards the proposed project, but they are located in the public right-of-way and add parking for river access.

Section 23.06.06 of the City's Zoning Ordinance requires a minimum of 1.5 parking stalls per unit, depending on the number of bedrooms in each unit, with a maximum of 3 stalls per unit. According to the developer, 2 spaces per unit is ideal for condominiums, and the number of stalls accommodates this, stays within the zoning ordinance's requirements, and leaves an additional 10 spaces for those accessing the river or visiting friends or family who live in the complex.

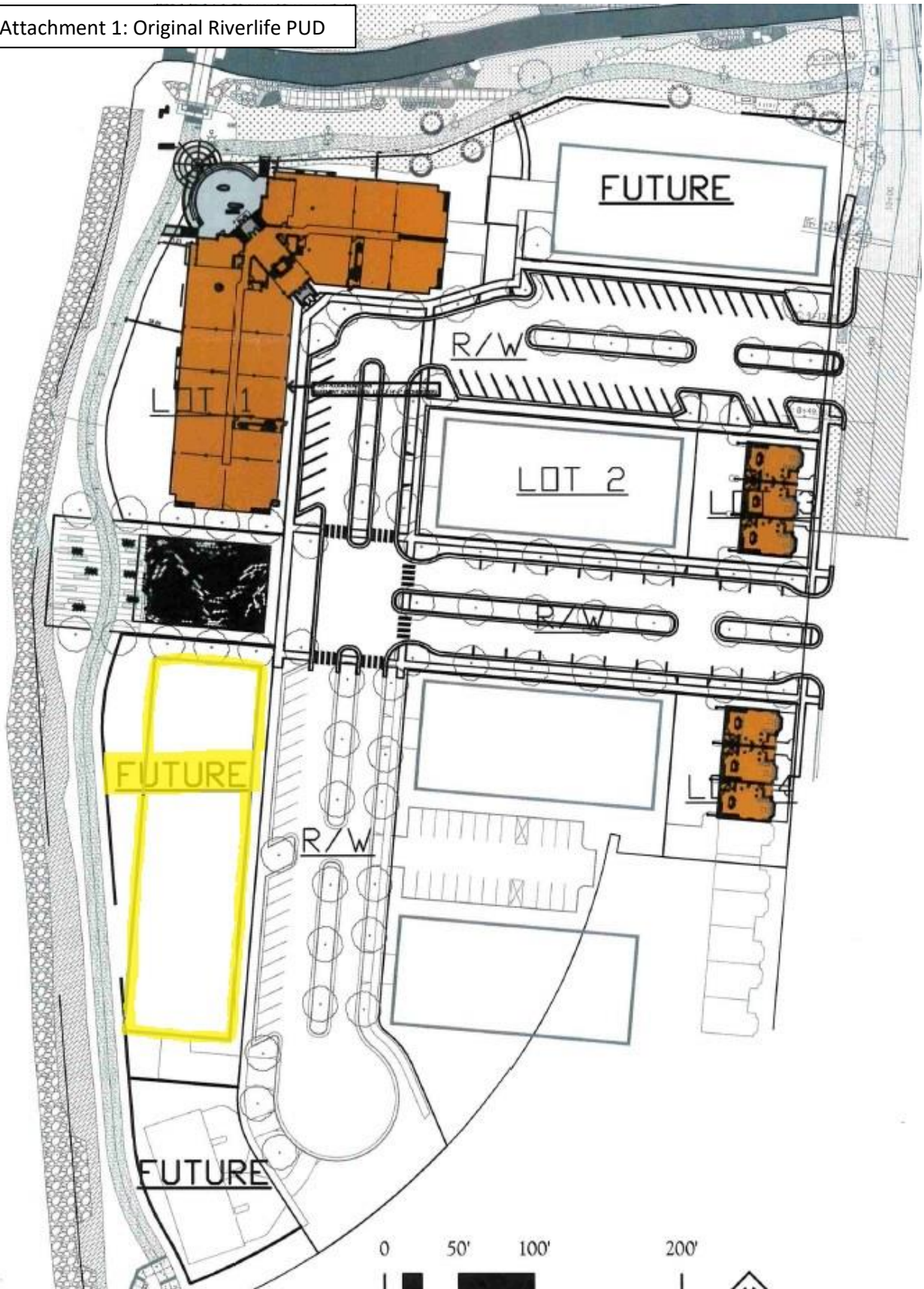
Fulton Street and Riverlife Apartments also provide overflow parking for the development, and additional parking will likely be added to parcels should they someday redevelop.

10. For Planned Unit Development projects that are proposed to be developed in phases, the applicant can provide a timeline for development and can demonstrate that the project would be successful even if all phases were not or could not be completed.

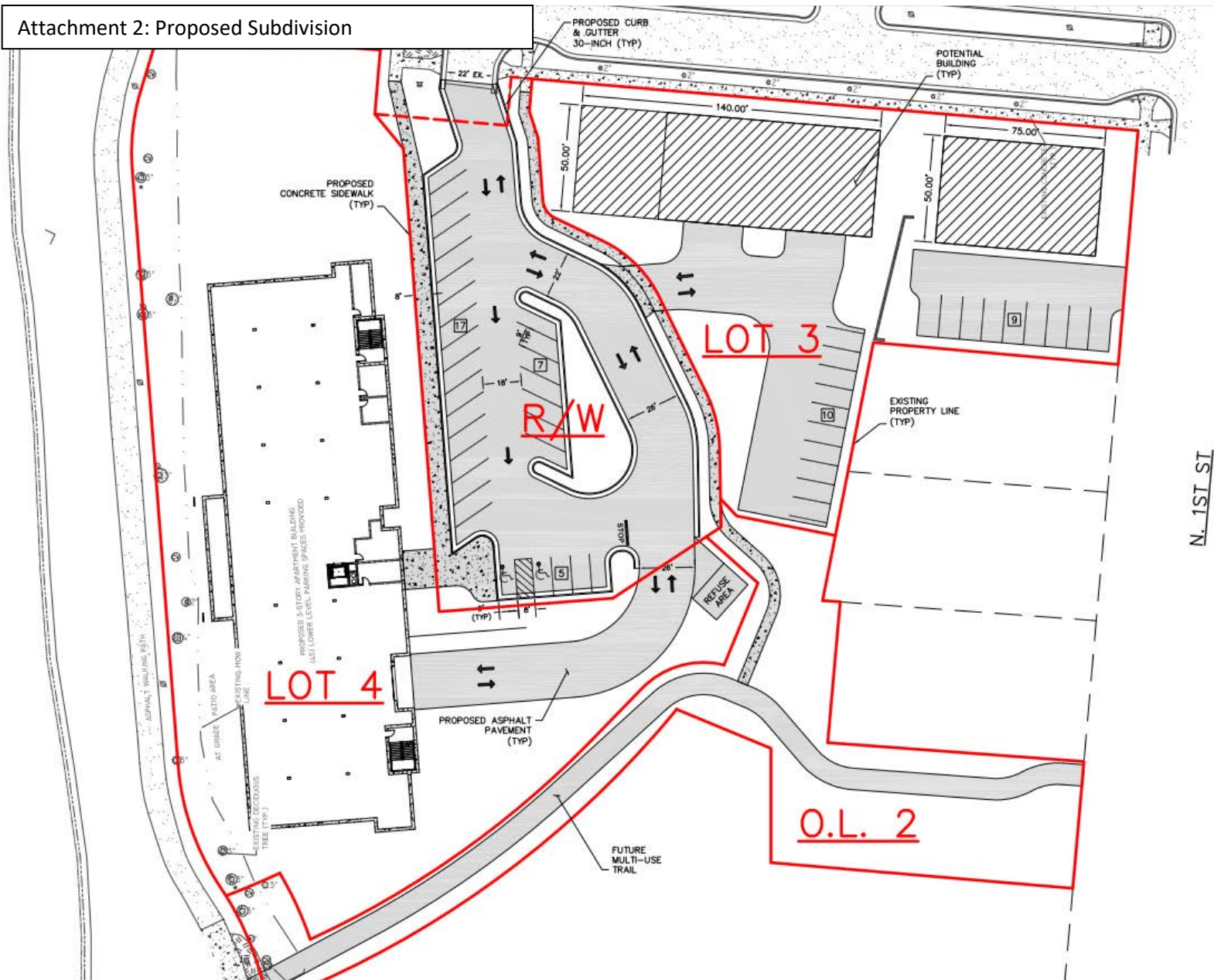
This building would be developed in a single phase. Associated surface parking would be developed by the City in conjunction with the developer.

The petitioners are seeking approval of the general development plan at this time. A specific implementation plan with more detailed engineering work would need to be reviewed by the Plan Commission at a later date.

Attachment 1: Original Riverlife PUD



Attachment 2: Proposed Subdivision





3 EXTERIOR PERSPECTIVE



6 EXTERIOR PERSPECTIVE



20 OVERALL WEST ELEVATION
3/32" = 1'-0" 34 / A101



34 OVERALL EAST ELEVATION
3/32" = 1'-0" 34 / A101



N16 W23217 STONE RIDGE DRIVE, SUITE 300
WAUKESHA, WI 53188 | www.jaknetter.com
office 262 513 9800 | fax 262 513 9815

PROJECT INFORMATION:
RIVERLIFE APARTMENTS

LOT 2
WAUSAU, WI 54401

DRAWING ISSUANCE:
SCHEMATIC DESIGN DOCUMENTS

REVISIONS		
#	DATE	DESCRIPTION

PROGRESS DOCUMENTS
These documents reflect progress and intent and may be subject to change, including additional detail. These are not final construction documents and should not be used for final bidding or construction-related purposes.

31 MARCH 2021
PROJECT NUMBER PROJECT MANAGER
19011-00 NZ

BUILDING ELEVATIONS

A200

© JAKnetter Architects



3 EXTERIOR PERSPECTIVE



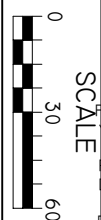
6 EXTERIOR PERSPECTIVE



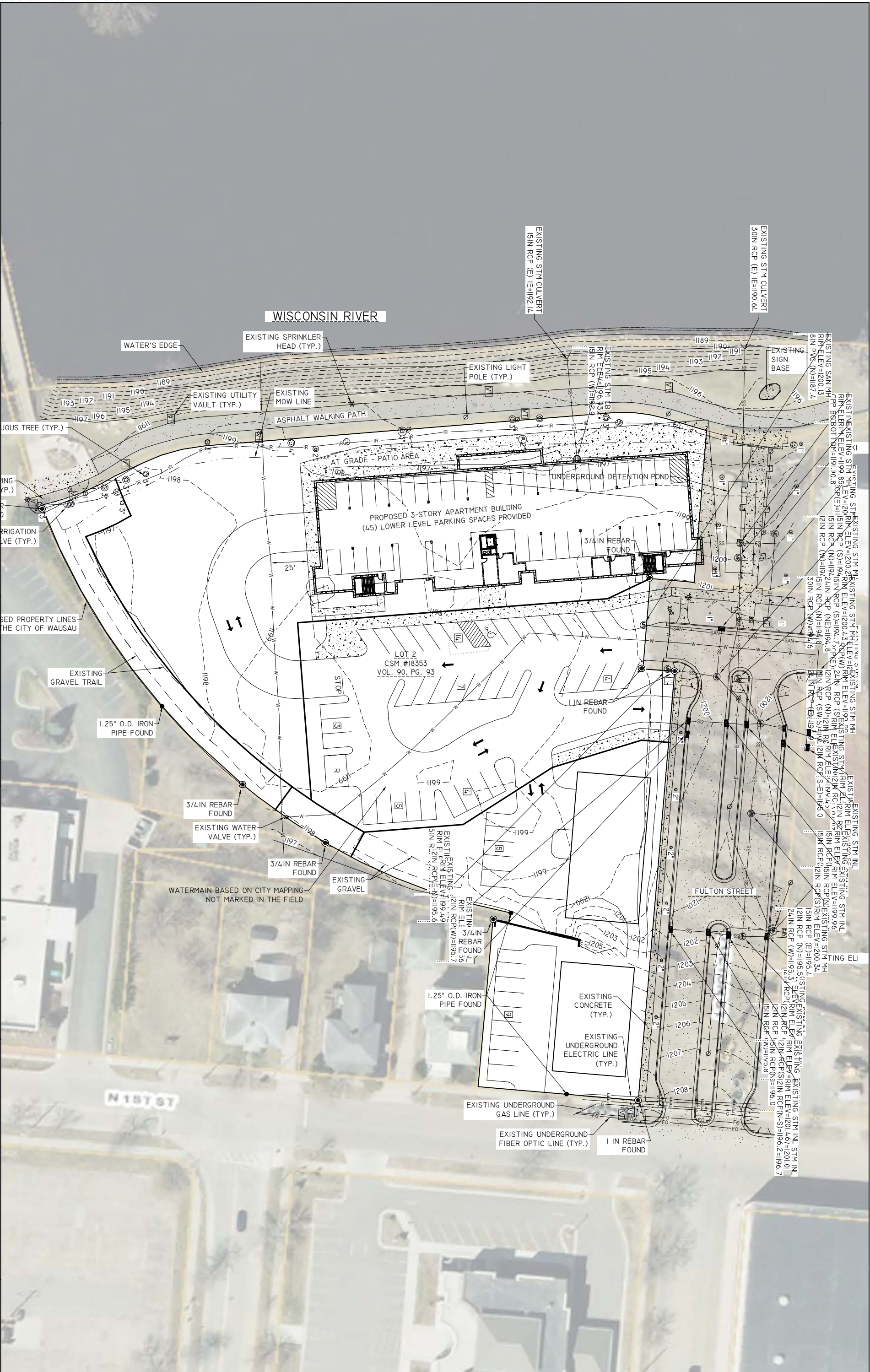
20 OVERALL SOUTH ELEVATION
1/8" = 1'-0" 34 / A101



34 OVERALL NORTH ELEVATION
1/8" = 1'-0" 34 / A101



DATE	REVISION	BY	CHKD	SURVEYED BY:	JAM, JLM	DESIGNED BY:	SURVEY DATE: 6-29-2021
				SURVEY CHKD BY:	JWP	CIVIL CHKD BY:	CIVIL DATE: 06/28/21
				SURVEY APVD BY:	JWP	CIVIL APVD BY:	DRAWN BY: LAZ



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

ORDINANCE OF THE PLAN COMMISSION			
Rezoning 1111 Westwood Drive from PUD, Planned Unit Development Zoning District to SMU, Suburban Mixed-Use Zoning District			
Committee Action: Approved 7-0			
Fiscal Impact: None.			
File Number:	21-0807	Date Introduced:	August 10, 2021

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

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

SEC 22-29-7 PT OF SW1/4 SE1/4 DESD AS LOT (3) OF CSM VOL 69-145(15403),
MORE COMMONLY KNOWN AS 1111 WESTWOOD DRIVE

now comprising a part of PUD, Planned Unit Development Zoning District according to the Zoning Ordinance of the City of Wausau is hereby rezoned to SMU, Suburban Mixed-Use Zoning District.

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

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

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

Adopted:
Approved:
Published:
Attest:

Approved:

Katie Rosenberg, Mayor

Attest:

Leslie M. Kremer, City Clerk

PLAN COMMISSION

Time and Date: The Plan Commission met on Tuesday, July 20, 2021, at 5:00 p.m. in the Common Council Chambers of Wausau City Hall.

Members Present: Mayor Katie Rosenberg, Eric Lindman, Patrick Peckham, Tom Neal, Bruce Bohlken, Andrew Brueggeman, George Bornemann

Others Present: William Hebert, Sam Wessel, Brian Stahl, Tom Radenz; *By WebEx*: Brad Lenz

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

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

PUBLIC HEARING: Discussion and possible action on rezoning 1111 Westwood Drive from PUD, Planned Unit Development Zoning District to SMU, Suburban Mixed Use Zoning District.

Lenz said that locally REI is working on this project with developers from Texas. He said the site search was narrowed down to this one, which is west of Rasmussen College. He said the options for the property would be rezoning or amending the planned unit development. He said SMU zoning is adjacent and it seems to fit.

Tom Radenz, 4020 North 20th Avenue, said that he is in favor of the project.

Mayor Rosenberg closed the public hearing.

Neal motioned to rezone 1111 Westwood Drive from PUD, Planned Unit Development Zoning District to SMU, Suburban Mixed Use Zoning District. Brueggeman seconded. The motion carried unanimously 7-0. This item will go to Common Council on August 10, 2021.



Memorandum

From: Brad Lenz
 To: Plan Commission
 Date: July 15, 2021
 Subject: Zoning Map Amendment for 1111 Westwood Drive

Background

The subject parcel is located along Westwood Drive, next to the existing Rasmussen College. It is currently part of the city's largest Planned Unit Development district, which was established many years ago to allow for medical, office, and related uses. The zoning district extends from this parcel at the northern end, south along Westwood Drive to Bridge Street, then runs west along Bridge Street, Pine Ridge Boulevard, and Westhill Drive all the way to 36th Avenue. A number of parcels within the district remain undeveloped, while others have been filled in with mostly medical-related uses.

North of the subject parcel is the Suburban Mixed Use (SMU) district which is the dominant zoning district up to Highway U. The petitioners are seeking a zoning change to the SMU which would allow by right the proposed rehab hospital. Given that the existing zoning is PUD, the petitioners would have needed approval of general and specific plans through plan commission, which is a similar process to rezoning to the straight SMU zoning district. City staff discussed with the petitioners the rezoning options and regulations of the districts, and are comfortable recommending the zoning change to SMU.

Amendments to Zoning Map

Section 23.10.31(4)(b) of the Zoning Code outlines criteria for zoning map amendments that staff and the Plan Commission are to review and make recommendation to the Common Council.

Under this section, a proposed amendment is to be evaluated as to whether it:

1. Advances the purposes of this Chapter as outlined in Section 23.01.03 and the applicable rules of Wisconsin Department of Administration and the Federal Emergency Management Agency.
2. Is in harmony with the Comprehensive Plan.
3. Maintains the desired overall consistency of land uses, land use intensities, and land use impacts within the pertinent zoning districts.
4. Addresses any of the following factors that are not properly addressed on the current Official Zoning Map:
 - a. The designations of the Official Zoning Map are not in conformance with the Comprehensive Plan.
 - b. A mapping mistake was made, including the omission on the Official Zoning Map of an approved zoning map amendment.
 - c. Factors have changed (such as new data, infrastructure, market conditions, development, annexation, or other zoning changes), making the subject property more appropriate for a different zoning district.
 - d. Growth patterns or rates have changed, creating the need for an amendment to the Official Zoning Map.

Staff Comments

The proposed zoning district would allow the rehab hospital, and other uses, that would be in character with existing developments in the area (whether in the PUD or SMU). Examples of these uses include the hospitals and other medical-related facilities. The petitioners are aware of the zoning regulations of the district and will follow them as part of the building permit process. The zoning code now allows for greater protections of the public in non-PUD districts (particularly in terms of site and building design) than when the PUD (formerly UDD) was first established. The proposed development would not necessarily require greater protections with the PUD zoning above and beyond that which is contained in the SMU district.

June 23, 2021

City of Wausau

Attn: William Hebert

Division of Inspection, Zoning, & Electrical Systems

407 Grant Street

Wausau, WI 54403

Subject:

Submission of Wausau Rehabilitation Hospital (Lot 3, CSM #15403) Rezone Request – Planned Unit Development to Suburban Mixed-Use – Proposed Development of 1111 Westwood Drive.

Dear Bill:

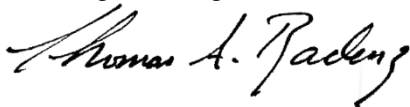
We are submitting the enclosed information on behalf of the Wausau Rehab LP Development Team for review and approval at the July 20, 2021 Planning Commission meeting and the August 10, 2021 Common Council meeting:

- Completed City of Wausau Application for Zoning Map Amendment
- Rezone Location Map
- Conceptual Development Plan
- Parcel Legal Description
- Check for \$400

The goal of the rezone request is to assist with the development of the proposed inpatient rehabilitation hospital facility located at 1111 Westwood Drive. The Development Team began planning for this 42-bed inpatient rehabilitation hospital approximately 4 to 5 years ago and have had previous meetings with the City regarding site selection. The Development Team has built this product in several locations and have determined that the greater Wausau Area has a strong demand for the facility. They also have local support of several of the area hospitals and clinics.

Our team looks forward to working with the City of Wausau and the local residents towards the successful development of the subject property.

Sincerely,
REI Engineering, Inc.



Tom Radenz, PLS

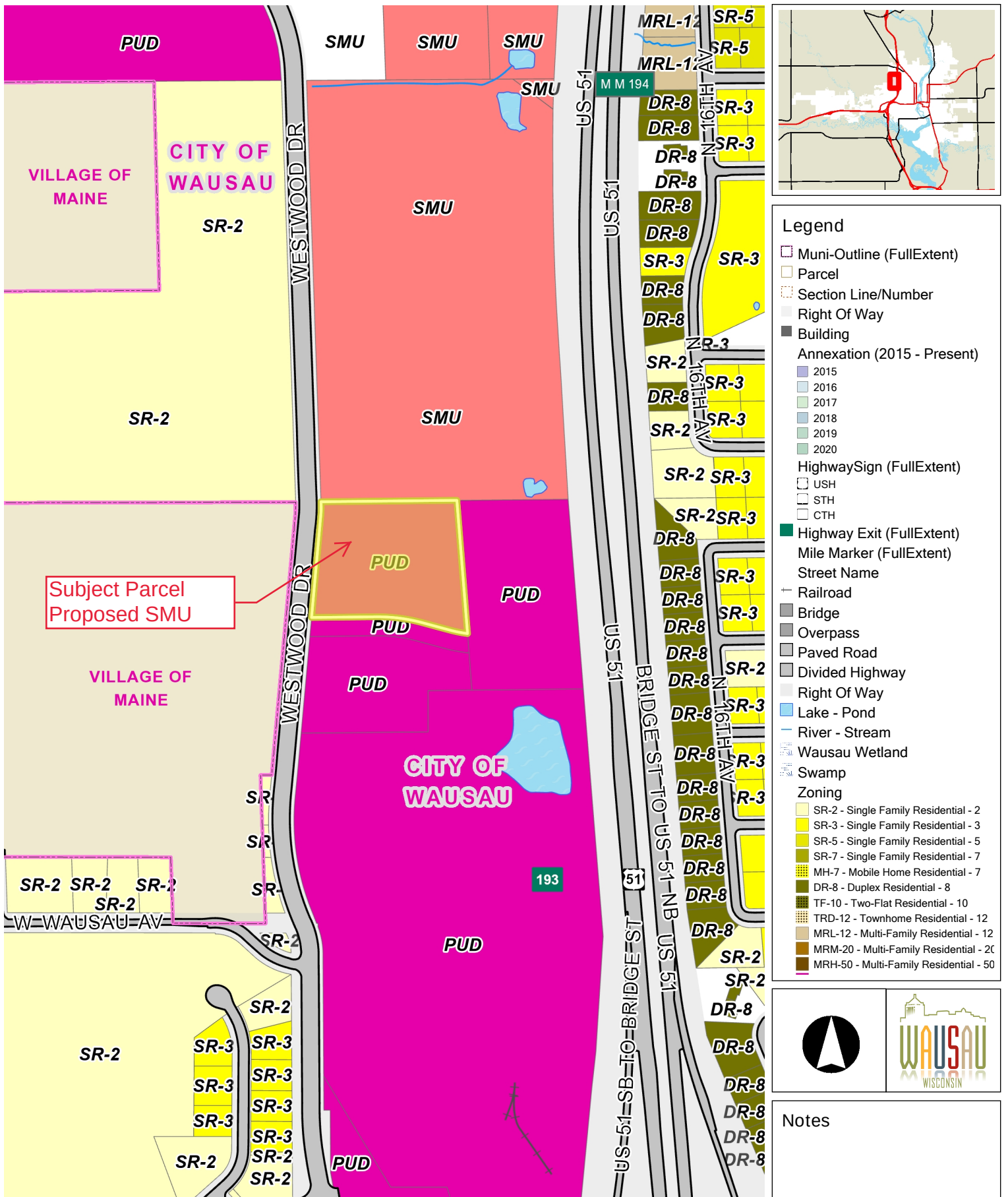
cc. Wausau Rehab LP, Larry Vaile, 1177 W. Loop South, Suite 1310, Houston, Texas 77027
e4h, Stuart Cook, 1217 8th Avenue, Suite 301, Fort Worth, TX 76104
Chuck Ghidorzi, Suite 300, 2100 Stewart Avenue, Wausau, WI 54401

Enclosures



RESPONSIVE. EFFICIENT. INNOVATIVE.

4080 N. 20th Avenue Wausau, WI 54401
715-675-9784 REIengineering.com



Map Created: 6/21/2021

200.00 0 200.00 Feet



NAD_1983_HARN_WISCRS_Marathon_County_Feet

DISCLAIMER: The information and depictions herein are for informational purposes and Marathon County-City of Wausau specifically disclaims accuracy in this reproduction and specifically admonishes and advises that if specific and precise accuracy is required, the same should be determined by procurement of certified maps, surveys, plats, Flood Insurance Studies, or other official means. Marathon County-City of Wausau will not be responsible for any damages which result from third party use of the information and depictions herein or for use which ignores this warning.

THIS MAP IS NOT TO BE USED FOR NAVIGATION

DRAWING FILE: P:\2800-2899\2804P - WAUSAU REHAB. LP1.DWG Design\2804P-Design.DWG LAYOUT: D-C
PLOTTED: JUN 22, 2021 - 4:04PM PLOTTED BY: GREGW

REI Engineering, INC.
4080 N. 20TH AVENUE
WAUSAU, WISCONSIN 54401
PHONE: 715.675.9784, FAX: 715.675.4060
EMAIL: MAIL@REIENGINEERING.COM



REI

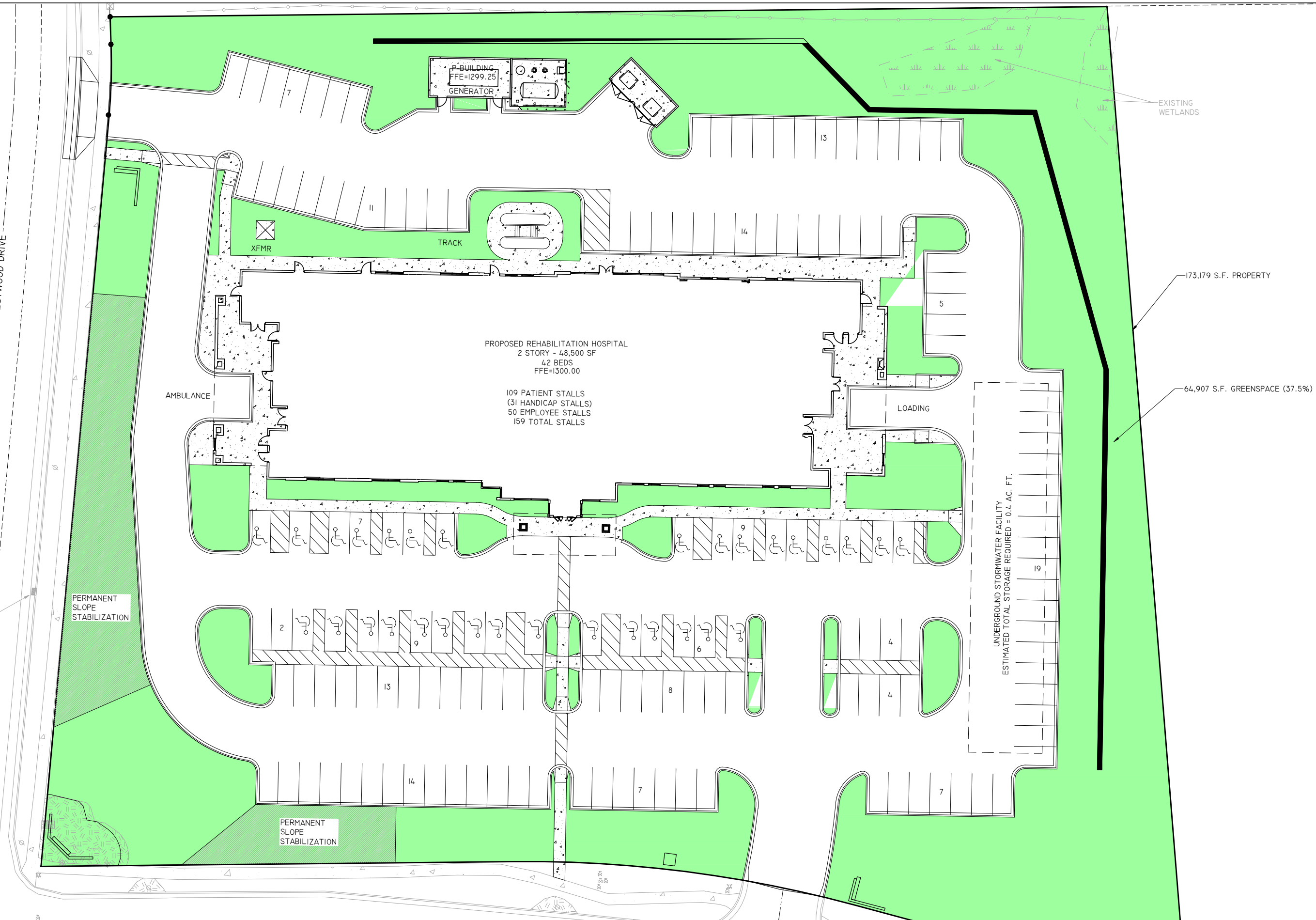
**CIVIL & ENVIRONMENTAL
ENGINEERING, SURVEYING**

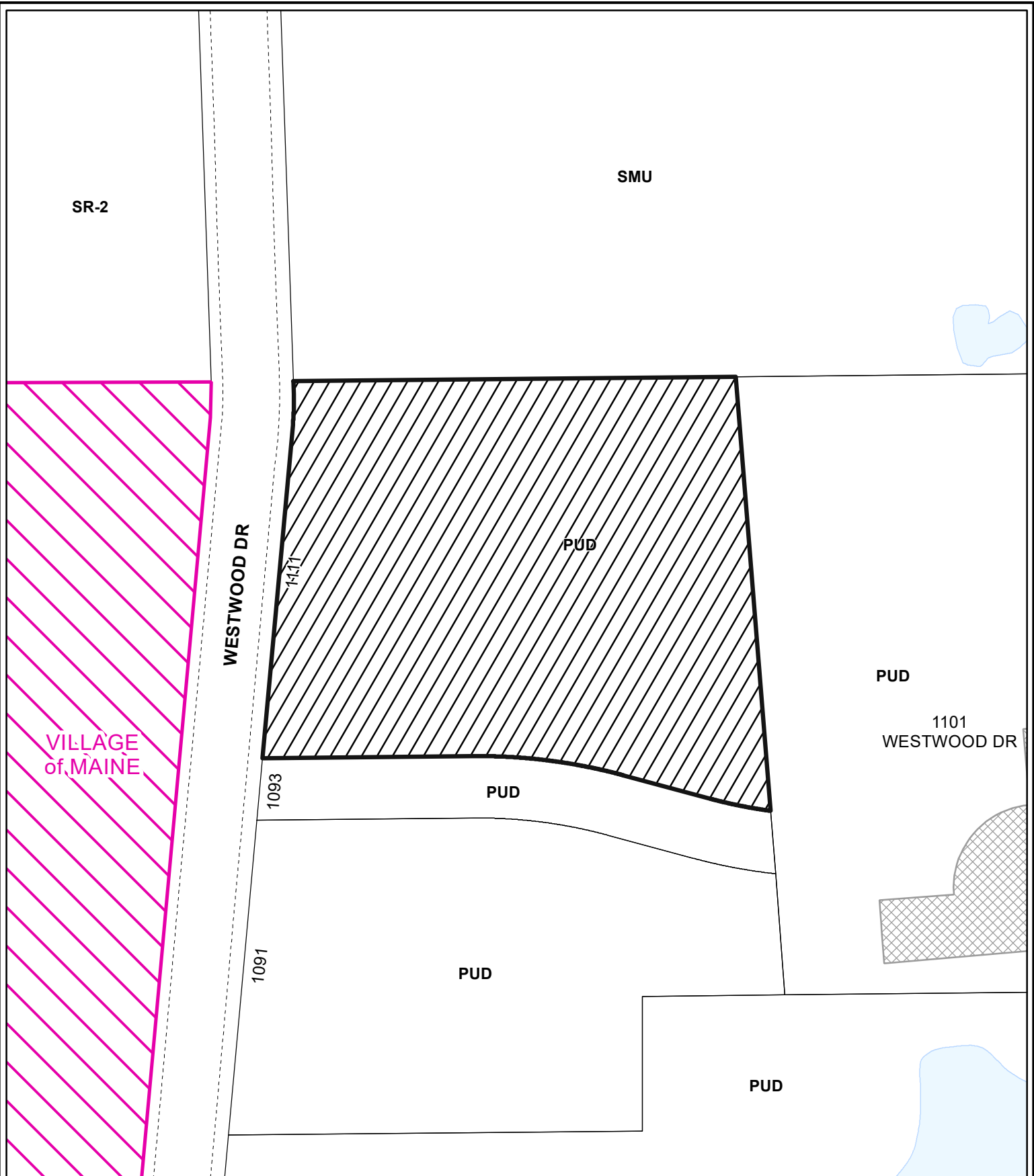


DATE	REVISION	BY	CHKD	SURVEYED BY: AJB, JAF	DESIGNED BY: GSW	SURVEY DATE: 5-11-21
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				SURVEY APVD BY: JWP	CIVIL APVD BY: JJB	DRAWN BY: NAP

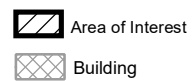
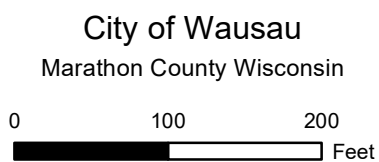
CONCEPTUAL DEVELOPMENT PLAN
REHABILITATION HOSPITAL
1111 WESTWOOD DRIVE
WAUSAU, WISCONSIN 54401

REI
REI No. 2804P
SHEET D-C

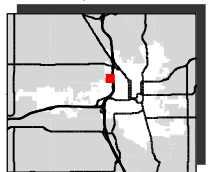




Map Date: July 8, 2021



Map Location



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

RESOLUTION OF THE COMMON COUNCIL

Approving Fire Department/DNR Memorandum of Understanding for Mutual Aid and Fire Suppression Services

Committee Action: Pending

Fiscal Impact: Unknown

File Number: 20-0314

Date Introduced: August 10, 2021

FISCAL IMPACT SUMMARY

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

RESOLUTION

WHEREAS, the Wausau Fire Department and Wisconsin Department of Natural Resources (DNR), wish to enter into an agreement for the suppression of forest fires within each party's respective jurisdiction in DNR Protection Area and/or on land owned by the DNR in Cooperative Area; and

WHEREAS, Section 26.11, Wis. Stats., vests the DNR with the power, authority, and jurisdiction in all matters relating to prevention, detection, and suppression of forest fires outside the limits of incorporated villages and cities and Section 23.09(4), Wis. Stats., and Section NR 1.23, Wis. Adm. Code, authorize the DNR to render assistance in case of emergencies; and

WHEREAS, the DNR and the Wausau Fire Department pursuant to Sections 23.09(1)(2), 23.11 and 26.11(4), Wis. Stats., desire to cooperate in the suppression of fires.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Wausau that the property city officials are hereby authorized to execute the attached Fire Department/DNR Memorandum of Understanding for Mutual Aid and Fire Suppression Services.

Approved:

Katie Rosenberg, Mayor



Wausau Fire Department

606 East Thomas Street
Wausau, WI 54403
Telephone (715) 261-7900
Fax (715) 261-7910



Katie Rosenberg, Mayor

Robert Barteck, Fire Chief

TO: City of Wausau Common Council

DATE: August 5, 2021

FROM: Robert Barteck, Fire Chief

SUBJECT: Department of Natural Resources Wildland Firefighting MOU

Recommendation:

That the Common Council approves the Memorandum of Understanding (MOU) with the State of Wisconsin Department of Natural Resources (DNR) Forestry Division regarding the Wausau Fire Department providing aid in wildland fires as detailed in the attached DNR MOU.

Reasoning:

This MOU with the DNR has been in existence for several years and describes how the City of Wausau will be paid if Wausau Firefighters respond to the request for assistance on a wildland fire by the DNR. During a recent review the DNR legal department found a small language problem that has been corrected and now the agreement needs to be resigned.

Fiscal Impact:

Signing this agreement helps the Wausau Fire Department recover costs from deploying to aid in the DNR in a wildland incident. Signing this agreement has a neutral fiscal impact.

Summary:

This is a standard MOU used by the DNR with many fire departments throughout the state. We rely on the DNR wildland firefighting contingent when we have incidents in the City. Signing the MOU allows the relationship for mutual response to incidents to continue. I ask that you to approve the MOU.

Thank you!



July 9, 2021

Chief Barteck

Your fire department (FD) has a Memorandum of Understanding (MOU) signed with the DNR for forest fire suppression services. This MOU explains the options how your FD has elected to be paid for forest fire suppression. The MOU has two options for payment:

- 1) **initial attack** fire suppression which is the first hour of suppression from the time your FD leaves the fire station to the time of return
- 2) **extended attack** fire suppression which is forest fire suppression on suppression calls that take longer than one hour from the time leaving the fire station to time of return

FDs that choose no payment for initial attack receive an extra 10 of a total of 50 points when the DNR funds the last category of the Forest Fire Protection (FFP) annual grant program.

A recent interpretation of the MOU by our legal staff has initiated us to update the MOU to make sure that your FD can be fully compensated for your extended attack fire suppression services. The script in the MOU as currently written (para 8) states that extended attack fires are those **after the first hour** of suppression. The interpretation would exclude us from compensating your FD for the first hour. We have updated the new MOU dated 02/2021 to read that extended attack fires are those **incidents where services exceed one hour**.

To ensure that the DNR can fully compensate your FD for fire suppression services, we are asking you to sign a new revised MOU. All current MOUs are still valid until signed by both parties. Only FDs that chose no payment for initial attack and payment for extended attack are affected by this language change. If you have any questions, please call John Hunt at (715) 432-9470

Thank you,
DNR Forestry Technician
John Hunt

**Fire Department / DNR Memorandum
of Understanding for Mutual Aid and
Fire Suppression Services**

Form 4300-061 (R 02/21)

Page 1 of 5

Notice: Collection of this information is authorized pursuant to s. 26.145, Wis. Stats.; Chapter NR 47, subch. I and VIII, Wis. Adm. Code; Cooperative Forestry Assistance Act of 1978, Section 10(b)2 as amended; and 16 U.S.C. 2101-2114. Personal information collected will be used for administrative purposes and may be provided to requesters to the extent required by Wisconsin's Open Records laws (ss. 19.32-19.39, Wis. Stats.).

Fire Department Information			
Fire Department Name Wausau Fire Department			Check one ☐ In DNR Fire Protection Area ☒ In Cooperative Area
Address 606 E Thomas Street			Phone Number (include area code) (715) 261-7900
City Wausau	State WI	ZIP Code 54403	Tax ID # 396005648
Agreement			

THIS AGREEMENT is entered into by and between the above-listed fire department (the Fire Department), and the State of Wisconsin Department of Natural Resources (DNR), for the suppression of forest fires within each party's respective jurisdiction in DNR Protection Area and/or on land owned by the DNR (DNR Land) in Cooperative Area.

WHEREAS, s 26.11, Wis. Stats., vests the DNR with the power, authority, and jurisdiction in all matters relating to prevention, detection, and suppression of forest fires outside the limits of incorporated villages and cities and s. 23.09(4), Wis. Stats., and s. NR 1.23, Wis. Adm. Code, authorize the DNR to render assistance in case of emergencies.

WHEREAS, the DNR and the Fire Department pursuant to ss. 23.09(1)(2), 23.11 and 26.11(4), Wis. Stats., desire to cooperate in the suppression of fires; it is agreed by and between the DNR and the Fire Department as follows:

1. DEFINITIONS

- a. "Cooperative Area" means the areas of the State outside the DNR Protection Areas where Fire Departments have primary forest fire initial attack responsibilities.
- b. "DNR Protection Area" are the areas of the state defined by ss. NR 30.01 and NR 30.02, Wis. Adm. Code, as intensive or extensive.
- c. "Extended Attack" occurs when resources beyond those designated for initial attack must be dispatched to an incident or when extensive mop-up is required. This is generally when suppression efforts exceed one hour.
- d. "Forest Fire" means an uncontrolled, wild or running fire occurring on a forest, marsh, field, cutover or other lands or involving farm, city, or village property and improvements incidental to the uncontrolled, wild or running fire occurring on forest, marsh, field, cutover or other lands (as defined in s. 26.01(2), Wis. Stats.).
- e. "Incident Command System" means a set of personnel, policies, procedures, facilities, and equipment, integrated into a common organizational structure designed to improve emergency response operations of all types and complexities. ICS is a subcomponent of the National Incident Management System (NIMS), as released by the U.S. Department of Homeland Security in 2004.
- f. "Initial Attack" is defined as the first hour when suppression efforts are needed.
- g. "Non-reportable Fires" include incidents involving:
 - i. Burning activity that does not spread from predetermined limits
 - ii. Fires that cannot be located
 - iii. False alarms
 - iv. Structural fires
 - v. Vehicular or equipment fires
- h. "Project fire" means an extended attack forest fire requiring state-wide resource deployment by the DNR
- i. "Reportable Fires" are all fires not listed in section. 1.g.
- j. "Suppression" means the action of the responding agency(ies) beginning with initial attack and continuing through control of the forest fire, mop-up, and until the forest fire is out.
- k. "Unified Command" means a system of command that enables institutions and agencies with different legal, geographic, and functional responsibilities to coordinate, plan, and interact effectively
- l. "ATV" (all-terrain vehicle) and "UTV" (utility terrain vehicle) include equipment that is a manufactured motor driven device capable of off-road use. Vehicles cannot meet the federal motor vehicle safety standards.

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of Understanding for Mutual Aid and
Fire Suppression Services**

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2. RESPECTIVE RESPONSIBILITIES

- a. The DNR is responsible for the suppression of all forest fires and protection and suppression of any improvements threatened by forest fires as defined previously in s. 26.11, Wis. Stats.
- b. DNR may assist the Fire Department when resources are available, as authorized by s. NR 1.23, Wis. Adm. Code and s. 26.11(1), Wis. Stats
- c. Within DNR Protection Areas, the DNR may request the assistance of the Fire Departments to provide forest fire suppression, as well as structural protection.
- d. Outside of DNR Protection Areas, in the Cooperative Areas, the Fire Departments may request the assistance of the DNR to provide additional resources and support in forest fire suppression and Fire Departments have been delegated the authority on DNR-owned lands for fire suppression actions by virtue of this Agreement.
- e. Structural and vehicular fires are the responsibility of the Fire Department, but the Fire Department may request DNR equipment and personnel to assist with the structural and vehicular fire or when there is danger of a forest fire being caused by the structural or vehicular fire.

3. REPORTING FIRES

- a. The Fire Department agrees to make every effort to immediately notify the DNR of forest fires, or fires which may become forest fires that are burning or threatening DNR protection areas or DNR Lands. If immediate notification cannot be made, the Fire Department shall report the location of the fires, and the action taken, to the DNR as soon as possible, but no later than 24 hours from its knowledge of the forest fires.
- b. If the Fire Department is unable to contact the DNR, it shall take immediate, independent action to effectively suppress the forest fire.
- c. If it is uncertain whether a reported forest fire is within a DNR protection area or on DNR land due to the fire's proximity to the boundary line, the Fire Department or DNR shall notify the other party. If the Fire Department or DNR is unable to contact the other party, it shall take immediate, independent action to effectively suppress the forest fire, as soon as practicable. Thereafter, it shall notify the other party and report the location of the fire and the action that was taken.
- d. The DNR agrees to notify the Fire Department through County Dispatch if they become aware of a structure or vehicular fire within the Fire Department's jurisdiction.

4. COMMAND AT FIRES

The Incident Command System will be used at all forest fires. When the Fire Department is the first to arrive at the scene of a forest fire within a DNR protection area or on DNR land, the Fire Department shall establish incident command and begin initial attack. Command of the incident may be transferred to a qualified DNR incident commander upon arrival. A Unified Command structure is encouraged when deemed appropriate. If DNR does not arrive on scene, or is called to another incident, the Fire Department shall maintain command of the forest fire until out.

5. OUTSIDE ASSISTANCE

A DNR designated employee shall be consulted when in attendance by the chief officer of the Fire Department before calling in additional crews and equipment or outside fire departments for forest fires originating and occurring in DNR protection areas or on DNR lands. The incident commander is responsible for releasing the additional crews or equipment as soon as possible.

6. EQUIPMENT AND PERSONNEL REQUIREMENTS

- a. The DNR and the Fire Department agree to have available and utilize firefighting units suitable for suppressing forest fires. Responding units should be equipped with forest fire fighting hand tools and equipment. All responding units shall be equipped with a radio that contains a common frequency with the local DNR fire units, such as "Fire-ground Blue."
- b. It is recommended that Fire Departments respond to forest fires with firefighters that have successfully completed **INTRODUCTION TO WILDLAND FIRE SUPPRESSION FOR WI FIRE DEPARTMENTS** in accordance with NFPA 1051 standards, which is an 8-hour course taught by DNR personnel and available to all Fire Departments.
- c. Firefighters shall wear protective clothing on all forest fires. It is recommended that protective clothing meets the 1977 NFPA standard on protective clothing and equipment for forest fire fighting including, as a minimum, Nomex shirts, pants or coveralls, boots, hardhat or helmet, and leather gloves. Use of web belts and fire shelters are also recommended for additional protection. Structural turnout gear should be available on each unit for every firefighter in the event there is a structural fire.

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7. FIRE SUPPRESSION SERVICES AND COMPENSATION

- a. The Fire Department agrees to provide suppression services on forest fires, if its resources are available, whenever it is requested to respond by DNR or through established dispatch procedures. The DNR agrees to provide suppression services on forest fires, when resources are available, if requested by the Fire Department or through established dispatch procedures.
- b. In DNR Protection Areas, Fire Department suppression services compensation applies to all forest fires occurring outside the limits of incorporated villages and cities.
- c. In Cooperative Areas, Fire Department suppression services compensation **only** applies to forest fires originating on DNR owned lands.
- d. On all State lands and lands under DNR management, Fire Department compensation for invited assistance for prescribed burning on DNR managed lands.

8. COMPENSATION

The Fire Department must choose one compensation option from each of the following response categories below.

Choose an option from each response category and check the selected option box.

NOTE: The person(s) responsible for causing the forest fire may be billed by DNR for all suppression costs, including those incurred by the Fire Department, that are billed to DNR:

a. **INITIAL ATTACK:**

Compensation for providing **initial attack** forest fire suppression, (including building protection) on forest fires within the Fire Department's area of jurisdiction. Initial attack is defined as the first hour of forest fire suppression services (choose one).

☒ **Option 1.** No payment for providing forest fire suppression on all initial attack forest fires.

☐ **Option 2.** Receive payment for providing forest fire suppression on all initial attack forest fires.

b. **EXTENDED ATTACK:**

Compensation for providing **extended attack** forest fire suppression, (including building protection) on forest fires either in or outside the Fire Department's own area of jurisdiction. Extended attack is defined as forest fire suppression on an incident where services exceed one hour (choose one).

☐ **Option 1.** No payment for providing forest fire suppression on all extended attack forest fires.

☒ **Option 2.** Receive payment for providing forest fire suppression on all extended attack forest fires.

c. **PRESCRIBED BURNING:**

Compensation for assistance with DNR for prescribed burning activities (choose one).

☐ **Option 1.** No payment for providing prescribed burn assistance on prescribed burns on DNR managed lands.

☒ **Option 2.** Receive payment for providing prescribed burn assistance on prescribed burns on DNR managed lands.

9. BILLING PROCEDURE

- a. Fire Dept, township, or governing body agrees not to directly bill any landowner, responsible party or governmental body for forest fire suppression service costs paid by the DNR for services consistent with this Agreement.
- b. If the Fire Department bills the DNR for fire suppression costs; (a) the bill shall be prepared on the appropriate form, and (b) the bill shall be presented no later than 14 days following the date on which the fire suppression was completed. Failure to meet this deadline may jeopardize the payment of the bill.
- c. If the Fire Department submits a bill for services rendered in suppressing a forest fire it shall be paid by the DNR subject to the following limitations.
 - i. No payment will be made by DNR for runs on or associated with non-reportable fires. Examples include, but are not limited to:
 - Burning activity covered by a legal burning permit.
 - Burning activity not covered by a legal burning permit but has not escaped control.
 - Cannot be located.
 - False alarms.
 - Structural fires.
 - Vehicle fires.
 - Cooking or warming fires.

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- ii. No payment will be made by DNR for forest fire suppression actions where the Fire Department provides no suppression services.

10. RECOMMENDED STAFFING

- a. The recommended staffing and equipment for initial attack forest fire suppression operations is as follows:
 - 1 4x4 brush rig (ICS Type 5-7 Engine);
 - 1 engine (or a tender (tanker) with pumping capabilities, ICS Type 1-4 Engines);
 - 6 forest fire trained firefighters
- b. During periods of very high or extreme fire danger, more personnel and equipment than listed above may be required for the initial response.
- c. Should the Fire Department respond with more than the recommended or requested dispatch, only that equipment and personnel needed and actually used for suppression will be compensated at the predetermined rate. Compensation for additional equipment and personnel may not be made to the Fire Department unless the DNR agrees it was reasonably necessary for suppression.

11. STAFFING FOR STRUCTURAL PROTECTION

Staffing and equipment dispatched for structural protection on project fires is Fire Department specific.

12. PAYMENT

- a. SCHEDULE - Payment for engines and personnel used in forest fire suppression or prescribed burning shall be made according to the following schedule:
 - (i) Engines that pumped for active forest fire suppression or prescribed burning **\$100/hour.**
 - (ii) ATVs, UTVs and similar equipment that pumped for active forest fire suppression or prescribed burning **\$50/hour.**
 - (iii) Fire Department personnel that provide suppression assistance on the forest fire or prescribed burning **\$12.25/hour.**
- b. CALCULATION OF PAYMENT - Following the first hour of suppression service, bills submitted shall be calculated to the nearest ½ hour. Service begins when the engine leaves its station, and continues until it returns to its station when suppression action was taken by the Fire Department.

13. LIABILITY

The Fire Department, its employees, agents, and members, shall not be deemed employees or agents of the DNR for any purpose, including worker's compensation. Worker's compensation coverage for the employees, agents, and members of the Fire Department shall be provided by the Fire Department in accordance with s. 102.07(7), Wis. Stats. In addition, the DNR shall not be liable for any damage to, or destruction of, vehicles or suppression equipment beyond that liability established in ss. 893.82 or 895.46, Wis. Stats., or as otherwise established by the State Claims Board and approved in accordance with statutes.

14. COORDINATION

- a. A written outline of routine communication procedures, notification procedures, together with maps and rosters of on-call personnel, should be jointly prepared by and between the Fire Department and the DNR.
- b. A current contact list of the names, addresses and telephone numbers of the DNR's Forestry personnel for the area described in the Agreement shall be developed.

15. TERMINATION

This Agreement shall be binding upon the parties hereto until six months following written notice of termination by either party. Either party reserves the right to cancel this Agreement in whole or in part without penalty. The DNR reserves the right to cancel this Agreement in whole, or in part, without penalty, due to non-appropriation of funds or failure of the Fire Department to comply with the terms, conditions, or specifications described.

16. NONDISCRIMINATION

The Fire Department agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability, as described in s. 51.01(5), Wis. Stats., sexual orientation or national origin. This provision shall include, but not be limited to, the following; employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Fire Department agrees to post in conspicuous places, availability for employees and applications for employment, notices to be provided by the contracting officer setting forth the provisions of the nondiscrimination clause.

17. ASSIGNMENT

This Agreement may not be assigned or subcontracted in part or in whole without written approval from the DNR and may only be changed or amended in writing.

18. PARTIES

- a. In this Agreement, the DNR and the Fire Department includes its successors, their respective officers, employees, agents, directors, subcontractors, assignees, partners, and representatives.
- b. This Agreement and its referenced parts and attachments, shall constitute the entire Agreement and previous Agreements, whether written or oral, are hereby superseded.

19. AMENDMENT

Any revisions must be made by an amendment to this Agreement or other written documentation, and signed by both parties. This Agreement shall commence upon its signing by both parties and continue until termination under paragraph 15.

20. AUTHORIZATION

Each person signing this agreement, personally warrants and represents that he or she is authorized by his or her principal to bind the party for whom he or she is signing.

DEPARTMENT OF NATURAL
RESOURCES for the Secretary

Signature of DNR Area Forestry Leader		Date Signed
Signature of Fire Chief	Fire Department Wausau Fire Department	Date Signed
Signature of Other Authorized Representative		Date Signed

RESOLUTION OF THE FINANCE COMMITTEE

Approving Shared Services Agreement By and Between Wausau School District and City of Wausau for School Resource Officers

Committee Action: Pending

Fiscal Impact: Reimbursement from the Wausau School District of approximately \$153,716.19 annually

File Number: 18-0914

Date Introduced: August 10, 2021

FISCAL IMPACT SUMMARY

COSTS	<i>Budget Neutral</i>	Yes ☐ No ☐	
	<i>Included in Budget:</i>	Yes ☒ No ☐	<i>Budget Source:</i>
	<i>One-time Costs:</i>	Yes ☐ No ☒	<i>Amount:</i>
	<i>Recurring Costs:</i>	Yes ☒ No ☐	<i>Amount: SRO annual salaries of \$307,432.38</i>
SOURCE	<i>Fee Financed:</i>	Yes ☒ No ☐	<i>Amount: \$153,716.19</i>
	<i>Grant Financed:</i>	Yes ☐ No ☐	<i>Amount:</i>
	<i>Debt Financed:</i>	Yes ☐ No ☐	<i>Amount Annual Retirement</i>
	<i>TID Financed:</i>	Yes ☐ No ☐	<i>Amount:</i>
	<i>TID Source: Increment Revenue ☐ Debt ☐ Funds on Hand ☐ Interfund Loan ☐</i>		

RESOLUTION

WHEREAS, the City of Wausau community benefits from having School Resource Officers (SROs) present in schools to offer guidance with matters involving law enforcement to students, staff, family members and members of the school community; and

WHEREAS, the Police Department and the School District find that continued partnership and the SRO program are necessary for achieving the goals and mission of both organizations; and

WHEREAS, the School District recognizes that the Police Department incurs expenses in providing the SRO program, as the SROs are sworn officers of the Police Department. In desiring to continue the SRO program, the School District agrees to share in the cost of maintaining the SRO program; and

WHEREAS, the City and School District wish to enter into a Shared Services Agreement for School Resource Officer Services for the next three (3) years, beginning on August 1, 2021 through July 31, 2024; and

WHEREAS, the School District shall be responsible for fifty percent (50%) of the SROs' wages and fringe benefits (excluding regular duty overtime) incurred by the Police Department for January-May and September-December (9 months) of each calendar year.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Wausau that the proper city officials are hereby authorized and directed to execute in substantially the form of that which is attached, the Shared Services Agreement By and Between Wausau School District and City of Wausau for School Resource Officers.

Approved:

Katie Rosenberg, Mayor



Wausau Police Department

515 Grand Ave

Wausau, WI 54403

Ph. 715-261-7800

Comments on Shared Services Agreement for School Resource Officers

- The City and the Wausau School District entered into an agreement for School Resource Officer (SRO) services in June 2018, which carried a term of 3 years, and expired as of June 2021. The Wausau Police Department and the District have mutually benefited from a strong relationship and engagement of SROs for over 40 years, and both seek to continue this relationship, via a renewed agreement.
- The proposed agreement continues the past cost-sharing parameters (sharing the cost of SRO wages and benefits) between the City and the District, for the following 3 school years. It adds a contribution from the District towards SRO-specific training costs. The agreement also memorializes the roles, responsibilities, and authorities of SROs that the District and the Wausau Police Department have mutually acknowledged and practiced over the course of this ongoing partnership (which accomplishes WI Dept. of Justice's recommendations below).
- Per WI DOJ: "The SRO's role should be defined within a Memorandum of Understanding (MOU) between the school and the law enforcement agency. Documenting expectations from the beginning ensures the partnership is implemented in the most effective way possible, and ensures all parties are aware of their roles and responsibilities within the relationship. The MOU should clarify the role and authority of the SRO and authorize the SRO to function as a school official. It should also make clear distinctions between the handling of disciplinary and criminal matters. For example, the SRO shouldn't be engaged in student discipline, punishment, or classroom management for behaviors that are expected and "normal."

Comprehensive School Security Framework, Wisconsin Department of Justice – Office of School Safety, March 2019 https://www.doj.state.wi.us/sites/default/files/school-safety/WI_School_Safety_framework.pdf

Lt. Nathan Cihlar #054
Wausau Police Department

nathan.cihlar@ci.wausau.wi.us

Benjamin Bliven
Chief

Matthew Barnes
Deputy Chief

Todd Baeten
Patrol Captain

Benjamin Graham
Detective Captain

**SHARED SERVICES AGREEMENT
BY and BETWEEN
WAUSAU SCHOOL DISTRICT
AND
CITY OF WAUSAU
for
SCHOOL RESOURCE OFFICERS**

Pursuant to the authority granted by Wis. Stat. § 66.0301, this SHARED SERVICES AGREEMENT (“Agreement”) is being entered into by and between the WAUSAU SCHOOL DISTRICT, a Wisconsin school district (“WSD” or “District”), and the CITY OF WAUSAU, a body corporate organized under the laws of Wisconsin (“City”) (collectively referred to hereinafter as “Party” or “Parties”).

RECITALS

The Parties recite and declare as follows:

WHEREAS, WSD desires law enforcement services to be provided to District schools and the community by the City, namely, the providing of such services through School Resource Officers (“SRO”);

WHEREAS, the Parties desire to foster a relationship of mutual respect and understanding in order to build positive, supportive, safe and secure school environments;

WHEREAS, WSD and the City desire to enter into an agreement for the purposes of setting forth and defining the roles and responsibilities of the Parties in the delivery of law enforcement services to the District and community;

WHEREAS, the provisions of 20 U.S.C. § 1232(g) and 34 C.F.R. §99.8 of the Family Educational Rights and Privacy Act (“FERPA”), permit the District, at its option to designate a unit of commissioned police officers as the District’s “Law Enforcement Unit” to (1) enforce applicable laws and refer matters to law enforcement authorities with appropriate jurisdiction, or (2) maintain the physical security and safety of WSD and hereby so designate such unit; and

WHEREAS, WSD and the City have agreed to provide such special law enforcement services to the school system and community upon such certain terms and conditions provided hereinafter.

NOW, THEREFORE, in consideration of the mutual covenants set forth in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to work together to provide for School Resource Officer services, as follows:

A. Scope of Services and Schedule of Payments.

Services on behalf of the City will be performed by the Wausau Police Department (“WPD”). This Contract is for the placement of four (4) law enforcement officers, known as School Resource Officers, (“SRO”), primarily at John Muir Middle School, Horace Mann Middle School, Wausau East High School, and Wausau West High School in the Wausau School District. The District and WPD will jointly determine the placements of individual SROs. The City will perform the following services and be paid by WSD according to the following attachments which are hereby incorporated and made a part of this Contract:

For Services see: Attachment A, “Scope of Services.”

For Payments see: Attachment B, “Payment for Services.”

B. Entire Agreement.

The entire agreement of the parties is contained herein and this contract supersedes any and all oral contracts and negotiations between the parties.

C. Assignability/Subcontracting.

The City shall not assign or subcontract any interest or obligation under this contract without WSD’s prior written approval.

D. Designated Representatives.

1. The City designates the Chief of Police or his/her designee as Contract Agent for the Department with primary responsibility for the performance of this contract.
2. WSD designates the Director of Pupil Services or his/her designee as the Contract Administrator for the District.

E. Independent Contractor.

1. The City and WSD agree that the SRO is an employee of the City and will be acting as an independent contractor of the WSD in the performance of such duties under this Agreement. As such, the SRO shall be subject to the administration, supervision and control of the WPD.
2. The SROs shall be subject to all applicable labor agreement(s), personnel policies and practices of the WPD except as such policies or practices may be modified by the terms and conditions of this Agreement.
3. Subject to the terms of this Agreement, the Police Department shall have the power and authority to hire, discharge, and discipline SROs.

F. Execution and Progress.

1. Services under this Contract shall commence as described in Attachment A, Scope of Services.
2. The City shall complete the services under this Contract within the time for completion specified in Attachment A, Scope of Services, including any amendments. The time for completion may be extended by the WSD in the event of unavoidable delay caused by

war, insurrection, natural disaster, or other unexpected event beyond the control of the parties.

G. Amendment.

This contract shall be binding on the parties hereto, their respective heirs, devisees, and successors, and cannot be varied or waived by any oral representations or promise of any agent or other person of the parties hereto. Any other change in any provision of this contract may only be made by a written amendment, signed by the duly authorized agent or agents who executed this contract.

H. Additional / Special Event Services.

WSD may request the City to perform additional services in relation to special events, according to the procedure and compensation set forth in Attachment B.

I. No Waiver.

No failure to exercise and no delay in exercising, any right, power or remedy hereunder on the part of the parties shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy. No express waiver shall affect any event or default other than the event or default specified in such waiver, and any such waiver, to be effective, must be in writing and shall be operative only for the time and to the extent expressly provided by the City or Contractor therein. A waiver of any covenant, term or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition.

J. Severability.

It is mutually agreed that in case any provision of this contract is determined by any court to be unconstitutional, illegal or unenforceable, it is the intention of the parties that all other provisions of this contract remain in full force and effect.

K. Notices.

All notices to be given under the terms of this contract shall be in writing and signed by the person serving the notice and shall be sent registered or certified mail, or hand delivered to the addresses of the parties listed below.

For the City: Chief of Police
Wausau Police Department
515 Grand Ave.
Wausau, WI 54403

Copy to: City Clerk
City Hall
407 Grant Street
Wausau, WI 54403

For the WSD:

Director of Pupil Services
Wausau School District
415 Seymour St.
Wausau, WI 54403

L. Third Party Rights.

This contract is intended to be solely between the parties hereto. No part of this contract shall be construed to add, supplement, amend, abridge or repeal existing rights, benefits or privileges of any third party or parties, including but not limited to employees of either of the parties.

M. Law Applied.

This contract shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of Wisconsin and Wisconsin Courts.

N. Compliance with Applicable Laws.

WSD, its agents and employees shall become familiar with, and shall at all times comply with and observe all federal, state, and local laws, ordinances, and regulations which in any manner affect the services to be performed under this Contract. The parties understand that there is a labor agreement between City and the Wausau Professional Police Association (“WPPA”), which to the extent applicable, governs the relationship between City and the SRO.

O. Compensation.

Compensation shall be paid in accordance with Attachment B.

P. Termination

A. For Cause

If WSD shall fail to fulfill in timely and proper manner any of the obligations under this Agreement, the CITY shall have the right to terminate this Agreement by written notice to the CONSULTANT. In this event, the City shall be entitled to compensation for services rendered up to the last day this Agreement is in effect.

B. For Convenience

Any Party may terminate this Agreement at any time by giving written notice to the other party no later than 30 calendar days before the termination date. If either Party terminates under this paragraph, then the CITY shall be entitled to compensation for any satisfactory work performed to the date of termination.

C. This Agreement is subject to termination before the expiration of the original term or any extension term under the following circumstances:

- a. By mutual agreement of the parties, at any time.
- b. At the sole discretion of the City, if WSD materially fails to perform any of WSD’s obligations under the Agreement and such failure is not cured within a reasonable time after the WSD’s receipt of a written notice from the City.

- c. At the sole discretion of WSD, if the CITY materially fails to perform any of the CITY's obligations under the Agreement and such failure is not cured within a reasonable time after receipt of a written notice from WSD.

Q. Term.

The term of this Agreement shall be 3 years, from August 1, 2021 through July 31, 2024.

R. Non-Discrimination.

1. In the performance of work under this contract, WSD agrees not to discriminate against any WPD employee or applicant for employment because of race, color, creed, religion, sex, national origin, age, ancestry, disability, sexual orientation, gender identity, gender non-conformity, gender expression, transgender status, pregnancy, or marital or parental status. WSD further agrees not to discriminate against any subcontractor or person who offers to subcontract on this contract because of race, color, creed, religion, sex, national origin, age, ancestry, disability, sexual orientation, gender identity, gender non-conformity, gender expression, transgender status, pregnancy, or marital or parental status.
2. In the performance of work under this contract, the City agrees not to discriminate against any WSD employee, volunteer, student or student family member because of race, color, creed, religion, sex, national origin, age, ancestry, disability, sexual orientation, gender identity, gender non-conformity, gender expression, transgender status, pregnancy, or marital or parental status. The City further agrees not to discriminate against any employee or applicant for employment, subcontractor or person who offers to subcontract on this contract because of race, color, creed, religion, sex, national origin, age, ancestry, disability, sexual orientation, gender identity, gender non-conformity, gender expression, transgender status, pregnancy, or marital or parental status.

IN WITNESS WHEREOF, the parties hereto have set their hands at Wausau, Wisconsin.

THE WAUSAU SCHOOL DISTRICT

By: _____

By: _____

Date: _____

Date: _____

Title: Superintendent

Title: President, Board of Education

THE CITY OF WAUSAU, WISCONSIN
a municipal corporation:

By: _____
Mary Goede

Date: _____

Title: Deputy City Clerk

By: _____
Katie Rosenberg

Date: _____

Title: Mayor, City of Wausau

ATTACHMENT A

SCOPE OF SERVICES

The City of Wausau (“City”) through the Wausau Police Department (“WPD”) will provide the following service to the Wausau School District (“WSD”):

I. BACKGROUND:

A. The Chief of Police will assign four (4) law enforcement officers, to WSD schools in the capacity of School Resource Officer (SRO). The District and WPD will collaborate to jointly determine the placement of each SRO. These assignments will be on a full time basis for the school year during the term of this Agreement, as more particularly described below in Section II.

B. Goals.

1. The Parties and their respective personnel will work cooperatively to carry out this SRO Agreement so as to enhance the safety of students, staff and the community and maintain an environment in which education and learning can take place. It is the intent of this agreement that the relationship between the Parties be characterized by cooperation and mutual respect for each Party’s policies, duties and responsibilities. It is understood that WPD remains responsible to adhere to and comply with its own policies and all applicable local, state and federal law.
2. The Parties are committed to providing a balanced approach to police service in the schools reflecting both the community educational role and the law enforcement role of the SRO. The SRO duties shall be consistent with the SRO job description which is attached hereto as Attachment C.
3. The Parties are committed to anti-discrimination. SROs shall perform their duties with due consideration for the mental health status, racial, cultural, ability or other differences of those they serve. WPD shall provide law enforcement services and enforce the law equally, fairly, objectively, and without discrimination toward any individual or group.

II. ROLES AND RESPONSIBILITIES OF THE PARTIES

A. Coordination and Planning.

1. The Chief of Police or his/her designee and the Director Pupil Services or his/her designee shall meet at least annually to assess and discuss the scope of services and the implementation of this Agreement.
2. The SRO and the administrator(s) of the SRO’s assigned building should meet or otherwise communicate weekly, or as otherwise mutually agreed, to discuss daily

activities and other trends or matters that affect the safety and security of students and staff.

B. Training of the SRO.

1. The Parties agree that training is critical to the success of this partnership. The SROs shall receive minimum in-service training and certification requirements as would normally apply to all other WPD sworn officers through WPD.
2. WSD will provide training to the SRO with regard to school policies, practices and needs throughout the school year, and may be conducted in conjunction with WSD staff training.
3. WPD shall ensure that the SRO receives relevant training prior to or within 60 days of assignment in a school. Such relevant training may include: crisis intervention / de-escalation, trauma sensitive schools, youth mental health, cultural sensitivity and/or bias.

C. Evaluation of the SRO.

1. WPD shall be responsible for conducting performance evaluations of the SROs in accordance with City policy.
2. In conducting such performance evaluations, WPD shall seek and consider information from the building administrators of the school(s) that the SRO is assigned to perform services as set forth in this Agreement.

D. Pupil Records and Data Sharing. The Parties will share information as necessary for the administration and performance of this Agreement, consistent with local, state and federal law relating to confidentiality and disclosure of public records, including but not limited to WSD pupil records, created or maintained by educational institutions and law enforcement agencies. Consistent with the foregoing, the Parties shall cooperate and coordinate investigations in their mutual interest and promptly debrief all critical incidents.

1. For the purposes of access to student records by an SRO, the SRO is also considered a “school official” as provided in the Federal Educational Rights and Privacy Act (FERPA) 20 U.S.C. 1232g. An SRO may be provided access to student information only as needed by the SRO to perform his duties related to educational or school administration activities when the SRO use of such student information remains under the direct control of the WSD. An SRO may also be granted access thereto in the event of an emergency situation threatening the health or safety of a student or other individual. The SRO may only re-disclose such student information consistent with FERPA and Wisconsin pupil records laws, Wis. Stat. § 118.125.
2. If confidential student records information is needed by an SRO for reasons other than the performance of his/her duties related to educational or school administration activities, the information may be released only as allowed by law.

3. Pursuant to 20 U.S.C. § 1232(g) and 34 C.F.R. §99.8 of FERPA, WPD is the District's designated Law Enforcement Unit. In order for the Law Enforcement Unit - WPD to (1) enforce applicable laws and refer matters to law enforcement authorities with appropriate jurisdiction, and/or (2) maintain the physical security and safety of the Wausau District Schools, the District shall provide to the SROs and the SROs Lieutenant, access to a database of the following information for students enrolled in WSD:
 - a. Directory Data as defined by WSD Board Policy 8330;
 - b. Parent/guardian name(s) and contact information.
4. Records or other information created and maintained by an SRO for the purpose of ensuring the safety and security of persons or property in WSD schools, or for the enforcement of local, state, or federal laws or ordinances shall not be considered student records – even when such records serve the dual purpose of enforcing school rules – and are not subject to the same prohibitions of access or disclosure by SRO.
5. Should the SRO violate the confidentiality requirements or any other requirements of FERPA or Wis. Stat. § 118.125 during the term of this Agreement, the City agrees to indemnify and hold harmless the WSD against any claims and actions for damages that may be brought by the affected student or the student's parents or both, the sole and proximate cause of which is the SRO's violation; any damages that may be paid or awarded in any such claims or actions; and reasonable attorney fees incurred by the WSD in defending against any such claims or actions. The WSD shall be responsible for providing the SRO all information necessary for the SRO to comply with the above requirements.

E. Student Discipline.

1. WSD shall handle student disciplinary matters within the school disciplinary process without involving the SRO for enforcement of laws. School staff shall not use or threaten to use the SRO to enforce school policies or rules. WSD policies, administrative guidance, training, and ongoing oversight shall clearly communicate that school administrators and teachers shall be responsible for school discipline and that law enforcement shall not be involved with disciplinary action. To stop an active situation and prevent escalation, the SRO may intervene in student matters similar to all other school and district staff (*e.g.*, addressing student misconduct consistent with the District's Multi-Level Systems of Support).
2. The SRO will be an ongoing resource to school staff as to understanding the goals and role of the SRO, although WSD is responsible for staff adherence to the directives herein.
3. It is understood by the parties that confidential student record information with regard to specific student discipline cases will not be shared with non-school personnel except as provided by WSD policy, state and federal law, and Section II (D) above. Confidential law enforcement record information with regard to specific cases will not be shared with non-police personnel except as provided by WSD policy or applicable law.

F. District Investigations of Student Misconduct

1. Building administration is charged with the investigation of student misconduct and to respond to incidents that are student discipline matters as set forth herein.
 - a. Building administration may request from time to time that the SRO assist in such investigation.
 - b. The SRO shall participate in such investigation only at the request of a building administrator or his/her designee.
2. Absent a real and immediate threat to student, teacher, or public safety, incidents involving public order offenses including: disruption/disturbance of schools or public assembly, loitering, profanity, fighting absent physical injury or weapon, shall be considered school discipline issues with consequences to be determined by school officials (rather than warranting formal law enforcement action).
3. WSD and WPD understand that student misconduct may often be a result of unmet needs and/or services for a student/family, including outside of school. WSD and WPD consider juvenile delinquency referrals as a means to connect students and families with services and programming needed for success. For repeat, persistent offenses that qualify as criminal or municipal code violations, where misconduct has continued despite prior school-issued discipline and/or counseling, WSD administrators may consult with SROs about progressing to a juvenile referral to Marathon County Department of Social Services (DSS) or municipal citation. WSD and WPD partner and align with DSS's prioritization of youth diversion and restorative practices for juveniles referred to DSS. A formal referral is required to activate DSS's authority to mandate participation in services and/or diversion programming.
4. WPD retains the right pursuant to state and federal law to conduct investigations independently of WSD.

G. Law Enforcement Interviews of Students Regarding Criminal or Municipal Matters

1. Interviews of Students regarding criminal or ordinance violations by the SRO shall be in accordance with Wausau School District Board of Education Policy 5540, as may be amended from time to time.
2. WPD agrees to conduct interviews of District students in accordance with WSD Policy and state and federal law.

H. Student Searches.

1. All searches shall be conducted in accordance with federal and state laws, and applicable WSD policies and guidelines as may be amended from time to time.

2. Upon the request of WSD or building administration, a SRO may conduct a search of a student and the SRO shall be considered an agent of the District when conducting such search.

I. Arrests.

1. For offenses committed by students in the school that a student is enrolled in, the SRO, working with building administration, shall consider all available alternatives and qualifications for diversion prior to arrest and/or citation of the student.
2. Whenever practical, arrests of a student, staff, parent or community member should be accomplished outside of school hours in order to not disrupt the educational process or the school setting.
3. Arrests that must occur during school hours and on school grounds due to the student, staff, parent or community member being suspected of committing a crime or has posed or is posing a real and imminent threat to students, staff or public safety or pursuant to a warrant should be coordinated through the building administrator to minimize potential disruption. When circumstances do not allow for prior coordination through the building administrator, arrests will be reported to the building administrator as soon as possible.
4. In addition to any required notification of parents and legal guardians by the SRO taking a student into custody, school administrators or their designees are also responsible for an additional notification of parents and legal guardians upon a school-based arrest of a child.

III. ROLES AND RESPONSIBILITIES OF WPD

- A. SRO will be under the command of the Lieutenant of the SROs and subject to all rules and regulations of the Wausau Police Department. The Lieutenant of the SRO shall be the direct point of contact between WPD and WSD.
1. SROs regularly scheduled duty hours will be 7:30 a.m. to 3:30 p.m. or a similar schedule to coincide with the hours school is in session.
 2. In the event of a disaster, terrorist attack, widespread health emergency, or other emergency affecting the City of Wausau, the Chief of Police has the right to temporarily remove SROs from the schools and reassign them to general law enforcement responsibility. In such event, the Chief of Police shall provide WSD the earliest practicable notice of the need for and likely duration of the temporary removal. Police personnel shall also promptly meet with WSD personnel in order to provide advice and assistance to minimize any negative impact on school. The meetings shall occur in advance of the removal unless it is impossible to do so.
 3. The SRO shall wear WPD issued uniforms per the WPD uniform policy. With request and/or agreement from a school, the SRO Lieutenant may authorize occasional wearing of plain-clothes attire on duty, but that still includes means of

identification of the SRO as an employee of WPD and a sworn law enforcement officer.

- B. SROs will coordinate daily activities with the school principal/designee.
 - 1. The SROs Lieutenant will be a resource to resolve any conflicts which may arise in this area.
 - 2. Use of vacation days / banked time-off should be on a limited basis during days in which students are in attendance as practicable, and are subject to approval of the SROs Lieutenant.
- C. SRO's shall participate in school activities related to:
 - 1. The assessment and training of a safety and security plan for the campus.
 - 2. Participation in the building's School Safety Intervention Team.
 - 3. Supporting and reinforcing the implementation of school policies and rules using appropriate, available professional resources and intervention techniques. The parties understand that the intent is not to use the SRO to enforce school policies and rules which are not also violations of the law, but to turn over such enforcement to school authorities.
 - 4. Building administrative team meetings and other faculty meetings as requested.
 - 5. Problem-solving to prevent crime and promote safety in the school environment.
 - 6. Collaboration with school administrators and other school personnel to support positive school climates that focus on resolving conflicts, reducing student engagement with the juvenile and criminal justice systems, and diverting youth from courts when possible.
 - 7. Providing expert technical advice to school administration related to topics such as school searches for drugs, weapons or other contraband.
 - 8. Coordinating any necessary response from other officers.
 - 9. Presenting educational content for students and staff on topics such as drug awareness, personal safety, alcohol and other drugs, crime prevention, and internet safety.
- D. SRO shall participate in the following law enforcement related activities:
 - 1. Dialogue with school staff regarding law enforcement officers' response to critical incidents, including crisis intervention and de-escalation techniques, response to school fights and disturbances, and response to students with mental health needs or other disabilities.
 - 2. When the SRO takes law enforcement action in a WSD building, the SRO shall notify a building administrator as soon as practicable of such action. Whenever practicable, the SRO shall advise a building administrator before requesting additional law enforcement assistance at the school.

- E. In developing and implementing law enforcement practices that specifically affect WSD and the SRO, WPD shall consult with and take into consideration the views of WSD.
- F. The Parties recognize that at the time of this Agreement, WPD Officers, including SROs, utilize Body-Worn Cameras (BWCs) while on duty. WPD BWC policy is not intended to describe every possible situation in which a portable recorder should be used, although there are many situations where its use is appropriate. In accordance with WPD policy, SRO's will generally activate BWC recording, as soon as reasonably practicable, when investigating a report of criminal conduct, engaging in enforcement activities, and/or in contacts that otherwise become adversarial. BWCs will generally not be activated during SROs' routine contacts and travels upon the school premises. All BWC recordings are subject to WPD's Records Maintenance and Release Policy.

IV. ROLES AND RESPONSIBILITIES OF WSD

- A. WSD shall provide the following:
 - 1. Secure work space for the SRO.
 - 2. Ancillary support services such as information technology and telephone.
- B. Request for SRO Assistance. As a general practice, unless there is a clear and imminent threat to safety, requests from school staff for SRO or other law enforcement to enforce a potential law violation are to be channeled through a building administrator or designee.

V. REPLACEMENT AND SELECTION

- A. Replacement of SRO
 - 1. If it is reasonably anticipated that the assigned SRO will be unable to perform the duties for periods of less than one month for reasons related to vacation, illness or injury, the Lieutenant of SROs, after consulting the school principal and Associate Superintendent of Schools and Learning, will determine if there is a need to assign police personnel available to fill the temporary vacancy.
 - 2. If the SRO resigns or is otherwise unable or unwilling to perform the duties and the reasonably anticipated absence is one month or longer or is permanent, selection of a replacement shall be made pursuant to Section V.B of this Attachment A.
- B. Selection of SRO
 - 1. The assigned officers will be selected in cooperation with WSD, with the WSD having representation on the City's interview panel.
 - 2. The Lieutenant of the SROs will act on behalf of the Chief of Police in making the assignment selections.
 - 3. Selection shall be in accordance with the agreement between the WPD and WPPA.

C. Performance concerns or complaints.

1. WSD should provide periodic feedback regarding SRO performance as well as immediate information regarding significant, serious SRO performance concerns to the SROs Lieutenant who shall be responsible to take appropriate action as set forth in the agreement between the WPD and the WPPA.
2. Performance concerns or complaints regarding the SROs work shall be promptly brought to the attention of the SROs Lieutenant for investigation and disposition.
3. WSD may request WPD to assign a replacement SRO at a school; WPD agrees to review said request and meet with WSD to discuss all concerns.
4. WPD further agrees to take said request in consideration when determining whether an SRO should be removed from the school.
5. WPD will thoroughly investigate said complaints and take any necessary discipline actions deemed appropriate, which may include immediate removal of the SRO from the school.

ATTACHMENT B

PAYMENT FOR SERVICES

- I. The District shall be responsible for 50% of the SROs' wages and fringe benefits (excluding regular duty overtime) incurred by the Police Department for January—May and September—December (9 months) of each **calendar year**.
 - A. The District acknowledges that SROs' wage rates and fringe benefits (*FICA, Wisconsin Retirement, Health Insurance, Dental Insurance, Income Continuation Insurance, Workers Compensation Claims and any resulting costs incurred by the City, Uniform Allowance, Firearms Pay*) are subject to change based upon scheduled labor agreement wage increases, and that such changes may impact the District's total cost in a given calendar year. In signing this agreement, the District acknowledges receipt of a copy of the current City of Wausau – Wausau Professional Police Association (WPPA) Labor Agreement (2021-2022).
 - B. For reimbursement of the above cost-share, the City will submit an invoice to the District after the end of each **calendar year**, to reflect the District's cost-share responsibility for the past calendar year (i.e., invoice for 2021 costs will be submitted in 2022).
- II. The District may request the service of SROs (and/or other Department officers) for security and enforcement purposes at various District-sponsored athletic and other extra-curricular events outside normal school day hours ("Special Event Service").
 - A. The Police Department will make an effort to accommodate Special Event Service requests. The District acknowledges that such service is provided on overtime, above the officers' normal duty hours, and that the Police Department is required by the WPPA Labor Agreement to pay overtime wages.
 - B. For Special Event Service requested by the District, the District shall be responsible for the full cost of the officers' overtime wages, plus applicable hourly fringes (*FICA, Wisconsin Retirement, Income Continuation Insurance, Workers Compensation Insurance*). The wage rate for each officer and fringe benefit rates as of December (per the

WPPA Labor Agreement) will be used to calculate the cost for all events within a particular ***school year***.

- C. For reimbursement of Special Event Service costs, the City will submit a separate invoice to the District after the end of each ***school year*** (i.e., invoice for 2021-2022 school year Special Event Services will be submitted in summer 2022). Separate invoices may be submitted to individual schools for particular events, as requested by the District.

III. Training - cost sharing

- A. The Parties agree SROs are to engage in additional and ongoing training relevant to their special assignment role above and beyond the required training standards established by the State of Wisconsin for sworn law enforcement officers. WPD retains responsibility for all training costs associated with the SROs maintaining certified law enforcement officer status in the State of Wisconsin, and is committed to excellence in training for its Officers.
- B. WSD is responsible for costs incurred by the City associated with additional SRO-relevant continuing education/training, up to \$350 per SRO (\$1,400 total) per calendar year. Any such costs incurred will be invoiced to WSD no later than January 30th of the following calendar year.

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

RESOLUTION OF THE FINANCE COMMITTEE

Approving Advance Ordering of 2022 Vehicles and Equipment

Committee Action: Pending

Fiscal Impact:

File Number: 21-0811

Date Introduced: August 10, 2021

FISCAL IMPACT SUMMARY

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

RESOLUTION

WHEREAS, the motorpool replaces vehicles and equipment annually, which is typically done after the first of the year; and

WHEREAS, currently there is a 6-month lead time on most vehicles; and it is felt the lead time will increase as we move into fall; and

WHEREAS, vehicles ordered in January would not be received until mid-year and heavy equipment may not be received until fall or later; and

WHEREAS, receiving vehicles and equipment mid-year and later creates issues with outfitting the units to meet our needs, meaning units may not be available for use until late 2022 or later if lead times increase; and

WHEREAS, continuing to use aging vehicles and equipment becomes problematic and increases maintenance costs; and

WHEREAS, ordering 2022 vehicles and equipment in 2021 can be done by securing a purchase order and payment made when the unit is delivered in 2022; and

WHEREAS, your Finance Committee met on August 10, 2021 and recommends approving ordering proposed 2022 vehicles and equipment in 2021 in order to schedule delivery for spring/summer of 2022; now therefore

BE IT RESOLVED the Common Council of the City of Wausau does hereby approve placing the order of proposed 2022 vehicles/equipment in 2021 by securing a 2021 purchase order with payment to be made when vehicles/equipment are received in 2022.

Approved:

Katie Rosenberg, Mayor



TO: Finance Committee

FROM: Eric Lindman, P.E.
Director of Public Works & Utilities

DATE: August 10, 2021

SUBJECT: Fleet/Motorpool 2022 Purchasing – Advance Ordering

The motorpool replaces vehicles and equipment annually. Typically these vehicles and equipment are ordered shortly after the first of the year as that is when the budget season begins. Through discussions with vehicle manufacturers and equipment manufacturers there is a 6-month lead time on most vehicles and some manufacturers feel this will get longer as we move into the fall. In most years if we order vehicles in January we will start to see them in 2-4 months. Based on the lead times, if we wait until January to begin ordering equipment we will not start seeing vehicles until mid-year and some of our heavy equipment until fall or later. This will create issues with vehicles we need to outfit to meet our needs; in some cases this means vehicles will not be road ready until late in 2022. If delays become longer we may not see replacements at all in 2022 which will be problematic for our aging vehicles and increase maintenance costs.

The motorpool is requesting your approval to order our proposed 2022 vehicles now so we can get on the schedule for delivery in spring/summer of 2022. Actual vehicle payments are not made until the vehicles are delivered. We secure the order through a PO and then when the vehicle/equipment is delivered we make payment. Based on this process we would not make any payments in 2021, the payments would be made in 2022 under the appropriate approved budget year.