



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, September 26, 2023 at 6:30 p.m.
Location:	City Hall (407 Grant Street, Wausau WI 54403) - Council Chambers
Members:	Carol Lukens, Michael Martens, Tom Kilian, Doug Diny, Gary Gisselman, Becky McElhaney, Lisa Rasmussen, Sarah Watson, Dawn Herbst, Lou Larson, Chad Henke

Call to Order			
Pledge of Allegiance / Roll Call / Proclamations			
Presentation:	2023 Central Wisconsin Indigenous Peoples' Day Powwow - Bruce LaMere		
Public Comment:	Pre-registered citizens for matters appearing on the agenda and other public comment.		
File #	CMT	Consent Agenda	ACT
23-0901	COUN	Minutes of a previous meeting. (9/12/23)	Placed on file
23-0910	CISM	Resolution Establishing Assessment Rates for 2024 New Street Construction Projects	Approved 4-0
22-1110	CISM	Resolution Levying Special Assessments for the 2023 Street Construction Projects	Approved 4-0
23-0912	FIN	Resolution Approving Nominal Payment Parcel for a Temporary Limited Easement and New Highway Right-of-Way Fee at 505 South 68th Avenue, Parcel 14, Transportation Project Plat 6999-09-02	Approved 5-0
23-0912A	FIN	Resolution Approving Nominal Payment Parcel for a Temporary Limited Easement at 4901 Stewart Avenue, Parcel 51, Transportation Project Plat 6999-09-02	Approved 5-0
23-0912B	FIN	Resolution Approving Nominal Payment Parcel for a Temporary Limited Easement, New Highway Right-of-Way Fee, and Landscaping at 5211 Stewart Avenue, Parcel 28, Transportation Project Plat 6999-09-02	Approved 5-0
23-0912C	FIN	Resolution Approving Nominal Payment Parcel for a Temporary Limited Easement at 5213 Stewart Avenue, Parcel 29, Transportation Project Plat 6999-09-02	Approved 5-0
23-0912D	FIN	Resolution Approving Nominal Payment Parcel for a Temporary Limited Easement at 5301 Stewart Avenue, Parcel 31, Transportation Project Plat 6999-09-02	Approved 5-0
23-0912E	FIN	Resolution Approving Nominal Payment Parcel for a Temporary Limited Easement at 5307 Stewart Avenue, Parcel 32, Transportation Project Plat 6999-09-02	Approved 5-0
23-0912F	FIN	Resolution Approving Nominal Payment Parcel for a Temporary Limited Easement and Landscaping at 5401 Stewart Avenue, Parcel 33, Transportation Project Plat 6999-09-02	Approved 5-0
23-0912G	FIN	Resolution Approving Nominal Payment Parcel for a Temporary Limited Easement at 5407 Stewart Avenue, Parcel 34, Transportation Project Plat 6999-09-02	Approved 5-0
23-0912H	FIN	Resolution Approving Nominal Payment Parcel for a Temporary Limited Easement Commercial, a Temporary Limited Easement Residential and Landscaping at 5503, 5509, 5511 Stewart Avenue, Parcel 37, Transportation Project Plat 6999-09-02	Approved 5-0
23-0912I	FIN	Resolution Approving Nominal Payment Parcel for a Temporary Limited Easement at 5504 Stewart Avenue, Parcel 39, Transportation Project Plat 6999-09-02	Approved 5-0
23-0912J	FIN	Resolution Approving Temporary Limited Easement at 5512 Stewart Avenue, Parcel 38, Transportation Project Plat 6999-09-02	Approved 5-0
23-0912K	FIN	Resolution Approving Nominal Payment Parcel for a Temporary Limited Easement and Landscaping at 5601 Stewart Avenue, Parcel 18, Transportation Project Plat 6999-09-02	Approved 5-0
23-0912L	FIN	Resolution Approving Nominal Payment Parcel for a Temporary Limited Easement at 5801 Stewart Avenue, Parcel 19, Transportation Project Plat 6999-09-02	Approved 5-0
23-0912M	FIN	Resolution Approving Nominal Payment Parcel for a Temporary Limited Easement and New Highway Right-of-Way Fee at 6701 Stewart Avenue, Parcel 8, Transportation Project Plat 6999-09-02	Approved 5-0
23-0912O	FIN	Resolution Approving Nominal Payment Parcel for a Temporary Limited Easement at 6815 Stewart Avenue, Parcel 9, Transportation Project Plat 6999-09-02	Approved 5-0
23-0912P	FIN	Resolution Approving Nominal Payment Parcel for a Permanent Limited Easement, a Temporary Limited Easement and New Highway Right-of-Way Fee at 7100 Stewart Avenue, Parcel 6, Transportation Project Plat 6999-09-02	Approved 5-0
18-1206	FIN	Approving contract with Axon Enterprise, Inc. for public safety software suite of services including body worn and in-squad cameras, tasers, interview room recording and digital evidence management and storage	Approved 3-0
23-0908	PH&S	Resolution Relocating District 1 and District 2 Polling Place from Pilgrim Lutheran Church to the Lakeview Conference Center located at 1000 Lake View Drive.	Approved 5-0
23-0909	PH&S	Resolution Relocating District 6 polling place from Sylvan Hill to Good Shepherd Lutheran Church located at 930 Edgewood Rd	Approved 5-0
File #	CMT	Resolutions and Ordinances	ACT
23-0903		Mayor's Appointments	Placed on file
		Suspend Rule 6(B) Filing and12(A) Referral of Resolutions (2/3 vote required)	
99-0916	FIN	Resolution Authorizing Continued Membership in CVMIC for policy years 2024, 2025, and 2026	Pending
03-1007	FIN	Resolution Authorizing Reprogramming of Community Development Block Grant unused 2022, 2023 program year funds and Homeowner Rehabilitation Revolving Loan Funds into 2023 Sidewalk/Curb Cut project	Pending

19-1108	FIN	Resolution Authorizing Community Development Department, in partnership with Marathon County Health Department to apply for Wisconsin Lead-Safe Homes Program (LSHP) Funds through the State of Wisconsin.	Pending
19-0921	COUN	Resolution Approving Cooperation Agreement between Wausau Opportunity Zone, Inc. (“WOZ”) and City of Wausau related to redevelopment of former mall site	Pending
23-0815	COUN	Resolution Approving First Amendment to Development Agreement between Foundry on 3rd Ph 1, LLC and City of Wausau	Pending
Public Comment & Suggestions			

CLOSED SESSION pursuant to 18.95(1)(e) of the Wisconsin Statutes for deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session: relating to the proposed First Amendment to the Development Agreement with Foundry on 3rd Ph 1, LLC, and the Purchase and Development Agreement and related amendments with Wausau Opportunity Zone, Inc. (Wausau Center Mall)

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

Adjournment

Signed by Mayor Katie Rosenberg

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

This Notice was posted at City Hall and transmitted to the Daily Herald newsroom on 9/22/23 @ 3:30 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) 261-6622 or ADAServices@ci.wausau.wi.us to discuss your accessibility needs. We ask your request be provided a minimum of 72 hours before the scheduled event or meeting. If a request is made less than 72 hours before the event the City of Wausau will make a good faith effort to accommodate your request.

Proclamation

- WHEREAS,** the observation of a Hispanic Heritage Week has been celebrated in the United States since 1968, and was expanded to a month beginning with September 15th, in 1988; and
- WHEREAS** September 15th is the independence day for five Central American countries including Costa Rica, El Salvador, Guatemala, Honduras, and Nicaragua, September 16th is the independence day for Mexico and September 18th is the independence day for Chile; and
- WHEREAS,** Hispanic Heritage Month honors the traditions and countless artistic, scientific, political, and cultural contributions of Wausau residents who trace their roots to Spain, Mexico, Puerto Rico and the Spanish-speaking nations of Central America, South America, and the Caribbean; and
- WHEREAS,** Hispanic Americans from Wisconsin and every corner of our country have fought in every war and conflict involving the United States since the Revolutionary War, and 60 Hispanic Americans have received the Congressional Medal of Honor, our nation's highest military award for valor in action against an enemy force; and
- WHEREAS,** the US Census reports that Hispanic Americans comprise 7.1 percent of the population in Wisconsin and 18.5 percent of the US population, making them the largest ethnic minority group in the country and the fastest-growing constituency within our great city and state; and
- WHEREAS,** Hispanic Heritage Month provides an opportunity for every Wausau resident to reflect on the countless contributions of Hispanic Americans, and to honor and appreciate the cultural heritage and collective resilience of Hispanic Americans in our communities; now,
- THEREFORE,** be it resolved that I, Katie Rosenberg, Mayor of the City of Wausau, do hereby proclaim September 15 to October 15, 2023 as

Hispanic Heritage Month

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




Katie Rosenberg
Mayor, City of Wausau
September 15, 2023



Proclamation

- WHEREAS,** by proclaiming September as Ovarian Cancer Awareness Month, we call attention to a disease that affects women across our community and nation. Ovarian cancer causes more deaths than any other female reproductive system cancers and is the fifth-leading cause of cancer-related deaths among women; and
- WHEREAS,** ovarian cancer affects women of all ages and backgrounds – women who are mothers, daughters, sisters, grandmothers, community members, and valued friends; and
- WHEREAS,** the American Cancer Society estimates that 19,710 women will be diagnosed with ovarian cancer in 2023, and that 13,270 women will die from this disease; and
- WHEREAS,** a woman's risk of getting ovarian cancer during her lifetime is about 1 in 78 and her lifetime chance of dying from ovarian cancer is about 1 in 108; and
- WHEREAS,** the five-year survival rate of woman diagnosed with ovarian cancer is 47%; and
- WHEREAS,** women who are middle aged or older, who have a family history of ovarian or breast cancer, or have had certain cancers in the past are at increased risk of developing ovarian cancer; and
- WHEREAS,** it is critical that scientists and doctors accelerate research into ovarian cancer while continuing to work on prevention, treatment, and a cure; now

THEREFORE, be it resolved that I, Katie Rosenberg, Mayor of the City of Wausau, do hereby proclaim September, 2023 as

Ovarian Cancer Month

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




Katie Rosenberg
Mayor, City of Wausau
September 1, 2023



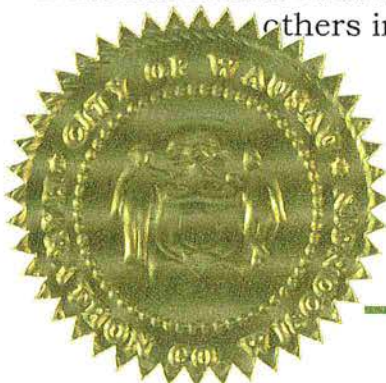
Proclamation

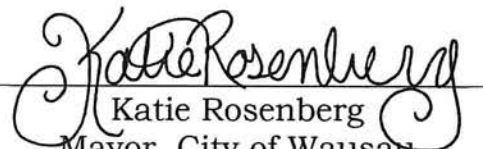
- WHEREAS,** September is known globally as “Suicide Prevention Month”, the National Suicide Prevention + Action Month Proclamation was created to raise the visibility of the mental health resources and suicide prevention services available in our community. The goal is to start the conversation about mental health and the impact of suicide to help destigmatize the conversation and help connect people with the appropriate support services; and
- WHEREAS,** according to the American Foundation for Suicide Prevention (A.F.S.P.), Suicide is the 10th leading cause of death among adults, and the 2nd leading cause of death among individuals between the ages of 10 and 34 in the US; and
- WHEREAS,** more than 48,000 people died by suicide across the United States in each year, with an average of 132 suicides completed daily; and
- WHEREAS,** each and every suicide directly impacts a minimum of 100 additional people, including family, friends, co-workers, neighbors, and community members; and
- WHEREAS,** Wausau publicly places its full support behind those who work in the fields of mental health, education, and law enforcement; and
- WHEREAS,** global organizations like Hope For The Day (H.F.T.D.) and our local mental health partner, North Central Health Care, serve on the front lines of a war that many still refuse to discuss, as stigma regarding suicide and mental health issues is far too prevalent; now

THEREFORE, be it resolved that I, Katie Rosenberg, Mayor of the City of Wausau, do hereby proclaim September, 2023 as

National Suicide Prevention + Action Month

in the City of Wausau, State of Wisconsin, and I commend this observance to all citizens, and encourage them to take the time to understand the importance of mental health education and recognize that taking care of ourselves and others includes taking care of mental health.




Katie Rosenberg
Mayor, City of Wausau
September 1, 2023



Proclamation

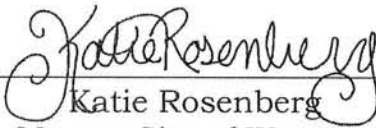
- WHEREAS,** breast cancer has the second highest mortality rate in women, and is the second most diagnosed cancer; and
- WHEREAS,** every two minutes a woman is diagnosed with breast cancer, and 30% of new women's cancer diagnoses will be for breast cancer; and
- WHEREAS,** 1 out of every 8 women in the United States will be diagnosed with breast cancer during her lifetime; and
- WHEREAS,** by the end of December, 2023, there will be an estimated 297,790 new cases of invasive breast cancer diagnosed, and 55,720 cases of non-invasive, for a total of 353,510 new cases; and
- WHEREAS,** men can also get breast cancer, and an estimated 2,800 men will be diagnosed with it in 2023; and
- WHEREAS,** as of January, 2023, there were 3.8 million breast cancer survivors in the United States; now

THEREFORE, be it resolved that I, Katie Rosenberg, Mayor of the City of Wausau, do hereby proclaim October, 2023 as

Breast Cancer Awareness Month

in the City of Wausau, State of Wisconsin, and I commend this observance to all citizens, and encourage all women and men to learn more about how this disease may affect their lives, and to take the necessary steps for early detection and prevention. I ask that during this month, we also recommit ourselves to standing by survivors and their families, and support worthy organizations working tirelessly to find a cure.




Katie Rosenberg
Mayor, City of Wausau
September 29, 2023



Proclamation

- WHEREAS,** approximately 1 in 5,000 people are born with dwarfism and it is estimated that 80% of people with dwarfism are born to average height parents; and
- WHEREAS,** there are over 400 types of dwarfism; and
- WHEREAS,** 80% of people with dwarfism have average-height parents and siblings; and
- WHEREAS,** the term disability is not a bad word. Structural and physical access continue to be a significant issue for people with dwarfism and people with dwarfism may still face discrimination or harassment; and
- WHEREAS,** many of the barriers and obstacles are put in place by society, even before any potential medical complications of dwarfism are considered; and
- WHEREAS,** people with dwarfism come from all walks of life and contribute to Wausau's economy by being productive members of the workforce holding a variety of different careers; and
- WHEREAS,** October 25th is recognized as Dwarfism Awareness Day and aims to raise awareness and further educate individuals about dwarfism; now

THEREFORE, be it resolved that I, Katie Rosenberg, Mayor of the City of Wausau, do hereby proclaim October, 2023 as

Dwarfism Awareness and Acceptance Month

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




Katie Rosenberg
Mayor, City of Wausau
September 29, 2023



Proclamation

- WHEREAS,** the city of Wausau, Wisconsin is committed to ensuring the safety and security of all those living in and visiting Wausau; and
- WHEREAS,** fire is a serious public safety concern both locally and nationally, and homes are the locations where people are at greatest risk from fire; and
- WHEREAS,** home fires killed 2,840 people in the United States in 2021, according to the National Fire Protection Association® (NFPA®), and fire departments in the United States responded to 338,000 home fires; and
- WHEREAS,** smoke alarms sense smoke well before you can, alerting you to danger in the event of fire, in which you may have less than two minutes to escape to safety and working smoke alarms cut the risk of dying in a home fire in half; and
- WHEREAS,** Wausau's residents will make sure their smoke and CO alarms meet the needs of all their family members, including those with sensory or physical disabilities; and
- WHEREAS,** Wausau's first responders are dedicated to reducing the occurrence of home fires and home fire injuries through prevention and protection education; and
- WHEREAS,** Wausau's residents are responsive to public education measures are better able to take personal steps to increase their safety from fire, especially in their homes; and
- WHEREAS,** 2023's Fire Prevention Week theme is "Cooking safety starts with YOU! Pay attention to fire prevention" works to educate everyone about simple but important actions that can be taken to keep yourselves safe from home fires started with cooking; now

THEREFORE, be it resolved that I, Katie Rosenberg, Mayor of the City of Wausau, do hereby proclaim October 8-14, 2023 as

Fire Prevention Week

in the City of Wausau, State of Wisconsin, and I commend this observance to all citizens, so that they can be more prepared and increase their safety from home fires.



Katie Rosenberg
Mayor, City of Wausau
October 8, 2023

Proclamation

- WHEREAS,** the safety of all Wisconsin is important to the Commonwealth and wellbeing of its citizens, families and communities; and
- WHEREAS,** Healthcare Security and Safety Officers are dedicated and caring group of individuals who serve citizens and healthcare facilities every day; and
- WHEREAS,** Healthcare Security and Safety Officers work tirelessly to provide a safe and secure healthcare environment, and their efforts support a community of care that is conducive to quality treatment for patients and their families; and
- WHEREAS,** Healthcare Security and Safety Officers work closely with local, state, and federal law enforcement to help reduce crime in our communities; and
- WHEREAS,** Healthcare Security and Safety Officers selflessly put themselves on the frontline every day, demonstrating their dedication and commitment to serving others; and
- WHEREAS,** Healthcare Security and Safety Officers are tasked with protecting all those who work, visit or receive treatment in healthcare facility as the first responders to security and safety incidents; and
- WHEREAS,** the International Association of Healthcare Security and Safety has designated October 8th to 14th, 2023 as Healthcare Security and Safety Week "Honored to Serve on the Patient Care Team"; and
- WHEREAS,** the City of Wausau recognizes the importance of our Healthcare Security and Safety and acknowledges the strong commitment, diligence and care officers display in their practice and profession for the healthcare community; now

THEREFORE, be it resolved that I, Katie Rosenberg, Mayor of the City of Wausau, do hereby proclaim October 8-14, 2023 as

Healthcare Security and Safety Week

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




Katie Rosenberg
Mayor, City of Wausau
October 7, 2023



Proclamation

WHEREAS, life Wausau is enriched by knowledge of our history and a celebration of all cultures; and

WHEREAS, before European contact, Native Americans lived throughout the areas where Wisconsin is today. The Menominee, Ojibwa, Potawatomi, and Ho-Chunk, are among the original inhabitants of Wisconsin. They lived off the land, farming, hunting and gathering, and maintained strong family ties and cultural traditions within their respective tribes. The presence of Europeans settlers dramatically altered their way of life; and

WHEREAS, by 1871, Wisconsin was a state and most Native Americans had been placed on a reservation. The government changed its focus to “de-Indianization” of the native population, creating “boarding schools” to rid them of their cultural traditions, breaking tribal ties and molding them into the dominant culture; and

WHEREAS, each tribe has a unique history and culture; and

WHEREAS, the descendants of Indigenous Peoples in Wausau represent an important and valued part of our community, and their history remains our history; now

THEREFORE, be it resolved that I, Katie Rosenberg, Mayor of the City of Wausau, do hereby proclaim October 9, 2023 as

Indigenous Peoples' Day

in the City of Wausau, State of Wisconsin, and I commend this observance to all citizens, and encourage them to learn more about the history of Indigenous Peoples and to celebrate their culture.



Katie Rosenberg
Mayor, City of Wausau
October 8, 2023

Proclamation

WHEREAS, mental health is part of overall health; and

WHEREAS, one in five adults experiences a mental health problem in any given year; and

WHEREAS, approximately one-half of chronic mental illness begins by the age of 14 and three-quarters by age 24; and

WHEREAS, suicide is the 10th leading cause of death in the United States and the 2nd leading cause among young adults, and 90% of people who die by suicide had shown symptoms of a mental health condition, according to interviews with family, friends and medical professionals; and

WHEREAS, long delays—sometimes decades—often occur between the time symptoms first appear and when individuals get help; and

WHEREAS, early identification and treatment can make a difference in successful management of mental illness and recovery; and

WHEREAS, it is important to maintain mental health and learn the symptoms of mental illness in order to get help when it is needed; and

WHEREAS, every citizen and community can make a difference in helping end the silence and stigma that for too long has surrounded mental illness and discouraged people from getting help; and

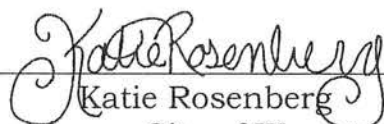
WHEREAS, public education and civic activities can encourage mental health and help improve the lives of individuals and families affected by mental illness; now

THEREFORE, be it resolved that I, Katie Rosenberg, Mayor of the City of Wausau, do hereby proclaim October 1-7, 2023 as

Mental Health Awareness Week

in the City of Wausau, State of Wisconsin, and I commend this observance to all citizens, so that they can help to shine a light on mental illness and fight stigma, provide support, educate the public and advocate for equal care.




Katie Rosenberg
Mayor, City of Wausau
October 1, 2023

Proclamation

- WHEREAS,** in 2021, 7,388 pedestrians were killed in traffic crashes in the United States - that is 20 people a day; and
- WHEREAS,** pedestrian deaths accounted for 17% of all traffic fatalities in 2021; and
- WHEREAS,** sending or reading a short text takes your eyes off the road for almost 5 seconds, the equivalent of driving the length of a football field at 55 mph with your eyes closed; and
- WHEREAS,** driving a few miles over the speed limit might not feel like a big deal, but in a collision with a pedestrian, it can be the difference between life and death; and
- WHEREAS,** pedestrians who died in single-vehicle crashes were most likely to be struck by the front of a vehicle; and
- WHEREAS,** pedestrians should be sure to follow the rules of the road and obey signs and signals; and
- WHEREAS,** pedestrians should walk on sidewalks whenever possible, or if there is no sidewalk, walk facing traffic and as far to the side of the road as possible; and
- WHEREAS,** pedestrians should cross streets at crosswalks of intersections, being sure to look for cars in all directions, including those turning from the right or left; and
- WHEREAS,** pedestrians should be sure to watch for cars entering or exiting driveways or backing up in parking lots; now

THEREFORE, be it resolved that I, Katie Rosenberg, Mayor of the City of Wausau, do hereby proclaim October, 2023 as

National Pedestrian Safety Month

in the City of Wausau, State of Wisconsin, and I commend this observance to all citizens, that drivers should be sure to remember to yield for pedestrians, and pedestrians should be sure to obey signs and signals, to keep walkers safe.



Katie Rosenberg
Mayor, City of Wausau
September 20, 2023



Proclamation

- WHEREAS**, blindness and severe visual impairment affect approximately 100,000 Wisconsin residents; and
- WHEREAS**, the majority of these person use travel aids, such as a white cane or a service animal to get around public streets and sidewalks and places of public accommodation; and
- WHEREAS**, these travel aids are universally recognized as symbols representing vision loss; and
- WHEREAS**, Wisconsin's White Cane Law requires that motorists come to a full stop before approaching closer than 10 feet to a pedestrian who is using a white cane or service animal; and
- WHEREAS**, careful driving and fully stopping when pedestrians are in the crosswalk is beneficial to all residents, including children, elders and people with disabilities; now

THEREFORE, be it resolved that I, Katie Rosenberg, Mayor of the City of Wausau, do hereby proclaim October 15, 2023 as

White Cane Safety Day

in the City of Wausau, State of Wisconsin, and I commend this observance to all citizens, and acknowledge the importance of pedestrian safety year-round.



Katie Rosenberg
Mayor, City of Wausau
October 14, 2023

FREE ADMISSION

OPEN TO THE PUBLIC

2023 CENTRAL WISCONSIN INDIGENOUS PEOPLES' DAY POWWOW & NATIVE AMERICAN ART MARKET

October 7th & 8th

Central Wisconsin Convention & Expo Center

10101 Market Street • Rothschild, Wisconsin

Doors open at 11am

Saturday, October 7 & Sunday, October 8

GRAND ENTRY • 1 pm & 7 pm

FEAST • 5 pm

GRAND ENTRY • 12 pm

Masters of Ceremonies

John Teller, Jr. & Dylan Prescott

Arena Director

Paul Roberts, Jr.

Host Drum

TBA

Honorarium for FIRST 6 DRUMS REGISTERED!

Minimum 6-person drum, no drum hopping.

Call/text 608-697-9300 after 9/1/23 to pre-register.

Sound System


Tradition

!! SPECIALS !!
Each Session!
Head Man/Woman Selected Each Session
Dancer Session Pay

GOLD SPONSORS FOR THIS EVENT



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Craft & Food Vendors contact Tricia.Zunker@gmail.com or text 608-697-9300.

Food trucks ONLY. No indoor food vendors.



JUSTIN SULLIVAN/GETTY IMAGES

Politics

Invisibility is the Modern Form of Racism Against Native Americans

"I've never seen Native people in media at all."

BY REBECCA NAGLE

OCTOBER 23, 2018

A new study published in July found **two-thirds of Americans don't believe Native people experience significant racial discrimination**. Yet rather than living in a country where discrimination has lessened and or access to resources and rights has been improved, Native Americans live in a country that consistently pretends like they do not exist.

Today, Native Americans **are more likely to be killed by police than people of any other race**. Native women are **2.5 times more likely to be raped or sexually assaulted** than any other ethnic group, and **97%** have experienced violence perpetrated by at least one non-Native person. Native youth not only have **the lowest graduation rates of any racial group**, but they are also **dying by suicide at the highest rate of any demographic in the United States**. These same teens are **twice as likely to be disciplined than their white peers in school** and are **twice as likely to be incarcerated for minor crimes than teens of any other race**.

How could a group that faces the highest rates of these indications of systemic racism be perceived by the public as immune from it?

Peyton Boyd is a 15-year-old sophomore at Muskogee High School and a member of the United Keetoowah Band of Cherokee Indians and the Kiowa Tribe of Oklahoma. She remembers her teachers showing videos about diversity where "all the races of the world came together and held hands." But one race was always missing. "I've never seen a Native person in one of those videos. I've never seen Native people in media at all," she tells *Teen Vogue*.

New research from **Reclaiming Native Truth** confirms the pervasive invisibility that Native Americans, like Boyd, have been living with for years. In the first comprehensive national public-opinion study about how non-Natives perceive Native Americans, researchers conducted **28 focus groups in 11 states**, surveyed 13,306 people online, and analyzed 4.9 million social media posts.

To illustrate this reality, can you name a famous Native American actor? A famous Native politician who is alive today? Can you name five Native Americans, famous for *anything*, who were born after 1950? Do you know what the Carlisle Indian Industrial School was, or the history of Indian boarding schools in the U.S.? Do you personally know anyone who is Native American?

If you answered no to most of these questions, it's not your fault. Maybe you can't name a Native actor because of the **2,336 characters** on 345 of the most popular television shows that aired between 1987 and 2007, only three were Native American. Most Americans have never heard of Carlisle because even though this country operated over **400** Indian boarding schools, **only four states teach this history**. Media depiction of contemporary Native Americans is so rare that, according to a 2015 report, 95 of the first 100 Google image search results for "Native American" are historical representations. Sixty-two percent of non-Native Americans report **not knowing a single one** of the over **5 million** Native people in the U.S., **70%** of whom live in urban areas.

The prevailing ignorance about Native people does not stem from individual failings but rather from the systemic erasure of Native people from K-12 education, mainstream news, and pop culture. Researchers found that this lack of visibility directly undermines public support for Native rights. Respondents who didn't know about contemporary oppression were less willing to support a broad range of social justice issues, including treaty rights and eliminating racist sports mascots. As one participant put it, "I feel like Native Americans do not experience a great deal of discrimination mainly because I don't hear about it in the news."

Invisibility is the modern form of racism against Native people. We are taught that racism occurs when a group of people is seen as different, as other. We are not taught that racism occurs when a group of people is not seen at all. Yet the research shows that the lack of exposure to realistic, contemporary, and humanizing portrayals of Native people creates a deep and stubborn unconscious bias in the non-Native mind. Rooted in this unconscious bias is the idea that Native people are not real or even human.

"They think that we really aren't people, in a way. I don't know how to explain it," Boyd says, struggling to describe interactions with her peers. "It really hurts when I realize everyone assumes that I'm not Native. And when I tell them that I am — I'll even tell them my tribes — they still try and justify in their minds that I'm not."

The cruel irony is that Native people survived removal, forced assimilation, and attempted genocide only to be told that they didn't. Only to live in a country that pretends they no

longer exist.

Today in the United States there are 573 federally **recognized tribes** and over 5 million living, breathing Native people. Despite systemic erasure, “We are still here. We are resilient. We are beautiful. We are modern. We are contributing incredible things,” Crystal Echo Hawk (Pawnee), co-project lead of the group responsible for the report, tells *Teen Vogue*. Echo Hawk believes non-Native people need to “demand more and learn more” accurate information about contemporary Native people.

You can educate yourself. Here are some inspiring voices from Indian Country with which to pollinate your Twitter and Instagram feeds. So put down your sepia-tinted photos — Native people are alive and relevant, and these folks have a lot to say about it.

Check out blogger **Adrienne Keene**, reporter **Jacqueline Keeler**, congressional candidates **Deb Haaland** and **Sharice Davids**, fashion designer **Bethany Yellowtail**, poet **Tanaya Winder**, indigenerd **Johnnie Jae**, writer **YoNasDa Lonewolf**, scholar **Kim TallBear**, comedian **Tonia Hall**, photographer **Matika Wilbur**, and the mastermind behind this report, **Crystal Echo Hawk**.

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OFFICIAL PROCEEDINGS OF THE WAUSAU COMMON COUNCIL
held on Tuesday, September 12, 2023, in Council Chambers, beginning at 6:42 p.m.,
Mayor Katie Rosenberg presiding.

Roll Call

9/12/2023

Roll Call indicated 11 members present.

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

Proclamations

9/12/2023

National Voter Registration Day, September 19, 2023
ARTrageous Weekend, September 8-10, 2023
Constitution Week, September 17-23, 2023
National Diaper Need Awareness Week, September 18-24, 2023

Mayor Rosenberg recognized City Attorney Ann Jacobson to introduce Tegan Troutner as a new assistant city attorney.

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

- 1) Shari Clifford, 201 Wyatt St – spoke in opposition to Wyatt St. rezoning (file 23-0906).
- 2) Bob Jehn, 1625 Cleveland Ave. - spoke in opposition to Wyatt St. rezoning.
- 3) Shirley Jehn, 1625 Cleveland Ave. - spoke in opposition to Wyatt St. rezoning.
- 4) Yvonne Prey, 928 Grand Ave., Schofield - spoke in opposition to Wyatt St. rezoning.
- 5) Dan Hannan, 1621 Cleveland Ave. - spoke in opposition to Wyatt St. rezoning.
- 6) Andy Grundman, 1302 S. Third Ave. - spoke in opposition to Wyatt St. rezoning.
- 7) Brianna Salkowski, 151030 Sage Lane, Rib Mountain - spoke in opposition to t Wyatt St. rezoning.
- 8) Preston Jehn, 1521 Lakeview Ave. - spoke in opposition to Wyatt St. rezoning.
- 9) Diane Sennholz, North Central CAP - in favor of Wyatt St. rezoning
- 10) Tony Francis, North Central CAP - in favor of Wyatt St. rezoning
- 11) Ben Lee, United Way of Marathon County & The Housing Task Force - in favor of Wyatt St. rezoning
- 12) Patrick Bacher, 505 S. 22nd Ave. – spoke regarding rezoning on South 22nd Ave.
- 13) Richard Louze, 505 S. 22nd Ave. – spoke regarding rezoning on South 22nd Ave.
- 14) Mark Blaubach, 307 Imm St. - spoke in opposition to Wyatt St. rezoning.

Consent Agenda

9/12/2023

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

23-0801 Minutes of previous meetings (8/08/23 & 8/28/23).

23-0906 Resolution of the Capital Improvements & Street Maintenance Committee Approving Agreement for the Management and Maintenance of a Stormwater Facility (RJ Elm Properties – 1520 Elm Street and 1401 Elm Street LLC – 1601 Elm Street).

12-1113 Ordinance of the Capital Improvements & Street Maintenance Committee Repealing 15-minutes parking on the north side of Washington Street beginning at the intersection with 6th Street and extending east 50 feet.

23-0108 Resolution of the Public Health & Safety Committee approving or denying various licenses as indicated.

23-0904 Ordinance of the Public Health & Safety Committee Amending Section 9.04.010 State statutes adopted and Section 1.01.025 Issuance of citations. (Facsimile firearms).

Yes Votes: 11

No Votes: 0

Abstain: 0

Not Voting: 0

Result: PASSED

23-0604

9/12/2023

Motion by Henke, second by Diny, to adopt the Final Resolution of the Capital Improvements & Street Maintenance Committee and Plan Commission Vacating and discontinuing an area of right-of-way abutting 505 South 21st Avenue, a portion of 509 South 21st Avenue, a portion of 514 South 21st Avenue, and a portion of 2111 Stewart Avenue.

Martens stated this gives the developer an opportunity to address deficiencies that have happened in other developments in this area and support the businesses. The developer has the ability to make right to the neighborhood promises made previously.

Larson indicated opposition to this motion and the next two motions. It was stated that the developer has not been a good neighbor in this area of the city. Larson stated concerns of encroachment of development into the neighborhoods.

Rasmussen expressed appreciation for the residents that spoke in public comment for bringing photographs of previous inadequate fencing erected by the developer in this area. She stated that proper fencing is needed and requested that the property owners work to build appropriate fencing.

Gisselman indicated opposition due to a lack of acknowledgement by the developer that the concerns of residents will be addressed. He felt encroachment into residential neighborhoods is a concern.

Lukens questioned if an amendment would be appropriate to enforce acknowledgment of the plan. Staff explained that this development will go through the rezoning process next which provides an opportunity to address this matter further.

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

Yes Votes: 7

No Votes: 4

Abstain: 0

Not Voting: 0

Result: PASSED

23-0605

9/12/2023

Motion by Henke, second by Diny, to adopt the Final Resolution of the Capital Improvements & Street Maintenance Committee and Plan Commission Vacating and discontinuing an alley bounded by a portion of the alley north of Wegner Street abutting 503 South 22nd Avenue and a portion of 514 South 21st Avenue.

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

Yes Votes: 7

No Votes: 4

Abstain: 0

Not Voting: 0

Result: PASSED

Motion by Henke, second by Rasmussen, to adopt the Final Resolution of the Capital Improvements & Street Maintenance Committee and Plan Commission Vacating and discontinuing an area of right-of-way abutting 503 South 22nd Avenue, a portion of 2111 Stewart Avenue, and a portion of 2205 Stewart Avenue.

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

Yes Votes: 7

No Votes: 4

Abstain: 0

Not Voting: 0

Result: PASSED

23-0906

9/12/2023

Motion by Rasmussen, seconded by Herbst, to adopt the ordinance of the Plan Commission Rezoning 208, 210 & 214 Wyatt Street from SR-5, Single Family Residence District-5, to MRL-12, Multi-Family Residential-12 (3/4 Majority Vote Required).

Rasmussen stated this was a part of an effort to use American Rescue Plan Act funding to address affordable housing concerns and that the site as it currently sits is not productive. The land use would be appropriate to echo the comments by North Central CAP and the United Way of Marathon County to support housing development and that there was a misconception of the impact of affordable housing projects within a neighborhood. She indicated support for the project and encouraged city staff to work on addressing the environmental and social impact concerns by the residents.

Larson indicated support for affordable housing projects but opposed the location of this project due to the neighborhood concerns and setting a precedence for spot zoning while nearby property owners were denied improvements due to the area being in a flood plain. He questioned if the city attorney could address conflicts with state law in regard to spot zoning.

Watson stated support due to the appropriateness of the neighborhood to welcome new residents as well as the need for affordable housing. She commented that a public project provides an opportunity to remediate environmental concerns. She addressed concerns brought forward by residents by citing studies that found that people who live in apartments drive less than people who live in single-family homes and impacts on property values surrounding affordable housing projects.

Martens agreed with Watson on the appropriateness of the project in this neighborhood. He noted a precedence has already been set as the Common Council has been challenging the recommendations of the Plan Commission which hinders development to address the needs of the city.

Rasmussen was concerned with the Common Council not following the recommendations of the Plan Commission and the impact of rendering the panel moot. Bill Hebert, Zoning Administrator, was invited by Rasmussen to address the concerns of spot zoning. Hebert stated that this area has low density which is similar to what is being proposed.

Mayor Rosenberg questioned further clarification of spot zoning and invited Brad Lenz, City Planner, to speak. Lenz explained the changes in zoning requested here does not constitute a major deviation in changes akin to spot zoning.

Gisselman stated that it was the Common Council's job to make the final decision based on the recommendations of the Plan Commission in accordance with the zoning code and map, and stated opposition based on the project not aligning with the character of the neighborhood. He felt the discussion should not be aimed towards affordable housing but instead of zoning changes itself.

Herbst stated opposition as a member of the Plan Commission and believed there were enough vacant lots in the city to build other affordable housing units.

Diny agreed with the principals of aligning with the recommendation of the Plan Commission based on the zoning and strategic plan. He noted that this discussion is similar to an affordable housing project in the district he represents and similar concerns by the residents in terms of increased crime, traffic, and impact on property values did not ultimately materialize.

Watson stated that the official zoning map is not law and zoning amendments are meant to change the zoning map when appropriate.

Mayor Rosenberg recognized City Attorney Jacobson to speak on spot zoning as defined by the Wisconsin League of Municipalities. The definition reads as a zoning ordinance that is amended to zone a relatively small area for uses significantly differently from those allowed in the surrounding area that is used to favor the owner of a piece of property. Spot zoning is not illegal because such zoning is not inconsistent with the purpose for which zoning ordinances can be passed however rezoning should be consistent with long range planning and with consideration of the whole community. Tammy Stratz, Community Development Manager, stated that these are difficult lots to develop upon which makes the city the only entity likely to navigate those difficulties.

Roll Call Vote (3/4 majority required):

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

Yes Votes: 7

No Votes: 4

Abstain: 0

Not Voting: 0

Result: FAILED

23-0905 Amendment

9/12/2023

Motion by Diny, seconded by Kilian, to amend the ordinance of the Public Health & Safety Committee and the Parks & Recreation Committee Amending Section 9.20.020 Regulation of persons and Section 1.01.025 Issuance of citations (Alcohol in parks) to sunset the ordinance in one year on 12/31/2024.

Yes Votes: 11

No Votes: 0

Abstain: 0

Not Voting: 0

Result: PASSED

Kilian questioned if monthly or quarterly reports can be made to the Common Council on the impact of this change to assess not only the effectiveness but also the mapping of the geographical impact and interactions. Barnes stated that this request could be rolled into similar quarterly reports provided to the Public Health & Safety Committee. Kilian requested that quarterly reports be provided.

23-0905

9/12/2023

Motion by Rasmussen, seconded by Lukens, to adopt the ordinance of the Public Health & Safety Committee and the Parks & Recreation Committee Amending Section 9.20.020 Regulation of persons and Section 1.01.025 Issuance of citations (Alcohol in parks) as amended.

Kilian stated that the initial proposal targeted specific neighborhoods that resulted in a discriminatory impact and that the change to apply to all parks was meant to mitigate that geographic discrimination. He opposed because he felt the intended purpose for this change was meant to impact a particular socio-economic group.

Rasmussen commented the concerns of Kilian were well taken, which was the reason the change was proposed to all parks in addition to making the ordinance easier for all residents to follow. She indicated the alcohol culture in the state, which occurs in all socio-economic statuses, is a driving concern for this change. She pointed out consumption of alcohol and the issues related to that activity in parks has driven patrons away from using some city parks.

Gisselman indicated opposition due to the community support for parks and the impact on sociability in parks that this could have on citizens enjoying the parks in the afternoon before the ordinance would go into effect.

Kilian clarified initial comments and requested that a video be put on the record from the initial committee discussion. He questioned which group was being referred to when it was stated that “these people” where the impetus for this change. He commented the city cannot arrest away addiction, including alcoholism, and it is not an issue the city can address on its own. He invited the county to join in on efforts of addressing mental health and addiction. YouTube link to the Joint Meeting of the Wausau Parks & Recreation and Public Health & Safety Committee on August 8, 2023: https://www.youtube.com/watch?v=qMEYF-D_Y7A.

Rasmussen pointed out there have been multiple changes in city ordinances meant to mitigate excessive alcohol use within the city since she has been a member of the Common Council and there were earlier discussions on alcohol abuse recommended restrictions on drinking in parks even before this issue arose.

Police Chief Matt Barnes stated that there is an issue of intoxicated individuals in city parks in the early morning hours which devalues parks and discourages park usage. He noted the idea of this change came from discussions from other municipal police departments.

Diny felt the issue of targeting certain geographic areas was resolved by applying the change to all parks, however the concern of the original intent persisted. He requested Chief Barnes espouse on the original intent of targeting geographic areas for which Barnes stated the problem of people becoming intoxicated in parks still occurs in all socio-economic statuses. The change was meant to address behaviors and not statuses, and intoxicated behaviors may be expected at bars but not in public parks.

Rasmussen requested the Public Health & Safety Committee conduct an analysis of the effectiveness of the change at the August 2024 meeting. Barnes stated that the November 2024 Public Health & Safety Committee would be more appropriate for an analysis for which Rasmussen agreed.

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

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

Suspend the Rules 9/12/2023

Motion by Rasmussen, second by Herbst, to Suspend Rule 12(A) Referral of Resolutions. (2/3 majority required):

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

04-0805 9/12/2023

Motion by Watson, second by Herbst, to adopt the Resolution of the Common Council Approving Waiver of Right of First Refusal, Termination of Deed Restrictions and approval of new deed restrictions for 7801 International Drive.

Attorney Jacobson and Randy Fifrick, Economic Development Manager, provided content on the resolution.

Rasmussen explained the purpose of standardized deed restrictions is to set standards and a concern for providing easements without fees, and questioned if a motion to amend would be appropriate. It was stated that an amendment for grammatical and other changes that do not impact the substance of the resolution would not be needed. She requested approval and to afford the City Attorney the authority to make non-substantive change or corrections.

Diny questioned if this would slow down the closing of this property. It was stated that this would not impact the closing date.

<u>District</u>	<u>Aldersperson</u>	<u>Vote</u>
1	Lukens, Carol	YES
2	Martens, Michael	YES

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

Yes Votes: 10

No Votes: 1

Abstain: 0

Not Voting: 0

Result: PASSED

23-0907

9/12/2023

Motion by Watson, seconded by Lukens, to adopt the Resolution of the Common Council Supporting childcare efforts by the state.

Yes Votes: 11

No Votes: 0

Abstain: 0

Not Voting: 0

Result: PASSED

Adjourn

9/12/2023

Motion by Herbst, second by Henke, to adjourn the meeting. Motion carried. Meeting adjourned at 9:02 pm.

Katie Rosenberg, Mayor
Kaitlyn Bernarde, City Clerk

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

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

Levying Special Assessments for the 2023 Street Construction Projects

Committee Action: Approved 4-0

Fiscal Impact: Estimated construction cost \$5,174,300; estimated special assessments \$350,000

File Number: 22-1110

Date Introduced: September 26, 2023

FISCAL IMPACT SUMMARY

COSTS	<i>Budget Neutral</i>	Yes ☐ No ☒	
	<i>Included in Budget:</i>	Yes ☒ No ☐	<i>Budget Source:</i>
	<i>One-time Costs:</i>	Yes ☒ No ☐	<i>Amount: \$5,174,300</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: \$3,374,300 Annual Retirement</i>
	<i>TID Financed:</i>	Yes ☐ No ☐	<i>Amount: \$1,800,000</i>
	<i>TID Source: Increment Revenue ☐ Debt ☐ Funds on Hand ☐ Interfund Loan ☐</i>		

RESOLUTION

WHEREAS, on November 22, 2022, a preliminary resolution was adopted for the proposed public street construction project which included the removal and replacement of bituminous concrete and/or Portland cement concrete pavement, curb and gutter, drive approaches, installation and/or replacement of sidewalk and sanitary sewer, water and storm sewer laterals where necessary, on the following streets during 2023:

Henrietta Street from Bellis Street to 13th Street
Grant Street from North 6th Street to North 7th Street
North 17th Avenue from Stewart Avenue to Elm Street
North 10th Avenue from Oak Street to West Wausau Avenue

WHEREAS, the Engineer's report was filed in the office of the City Clerk; a public hearing was held December 6, 2022 for the project; and the Board of Public Works reported upon the hearing to the Capital Improvements and Street Maintenance Committee regarding the comments of those who appeared at said hearing and

WHEREAS, the Capital Improvements and Street Maintenance Committee did recommend to the Common Council that the projects be constructed during 2023, and the Common Council accepted the Committee's report at its meeting of January 10, 2023 and ordered that the projects be advertised for bid; and

WHEREAS, bids were received by the Board of Public Works and the low bidder was awarded the street construction projects and

WHEREAS, the street construction project special assessments for each property affected are attached hereto and made a part hereof;

NOW THEREFORE, BE IT RESOLVED,

1. That payment for said public improvements shall be made through an assessment against the real estate property described above.
2. That the assessments be and are hereby levied in the amount set forth above.
3. That such levy is made by the exercise of the City's police powers.
4. That the assessments are hereby determined to be fair and equitable, allocated amongst the property on a reasonable basis, and are in the public interest.
5. That any interested property owner may contest all or any part of such assessment in the manner provided in Section 3.24.020 of the Wausau Municipal Code.
6. That the special assessments shall be paid as follows:

Assessments under \$300: If payment is not made prior to November 1, 2023, the special assessment will be placed on the 2023 real estate tax bill and be due in full on or before January 31, 2024. There is no interest charged when paid in full. Assessments totaling less than \$300 must be paid in full and do not qualify for a payment schedule.

Assessments totaling \$300 but less than \$20,000: If full payment is not made prior to November 1, 2023, assessments totaling \$300 but less than \$20,000 will automatically be placed on the five-year payment schedule on the 2023 real estate tax bill. Property owners may then pay their special assessment under either of two options:

- A. Payment in full without interest with the 2023 real estate taxes **OR**
- B. Payment of the first one-fifth of the assessment with the 2023 real estate taxes without interest. The remaining balance is paid in equal installments on the next four real estate tax bills and carries an interest charge of the borrowed fund rate plus 1% (the 2022 rate was 4.8507%) beginning February 1, 2024, on the unpaid balance. The remaining balance may be paid at any time with interest calculated through the month of payment.

Assessments over \$20,000: If payment is not made prior to November 1, 2023, assessments totaling \$20,000 or more will automatically be placed on the ten-year payment schedule on the 2023 real estate tax bill. Property owners may then pay their special assessment under either of two options:

- A. Payment in full without interest with the 2023 real estate taxes **OR**
- B. Payment of the first one-tenth of the assessment with the 2023 real estate taxes without interest. The remaining balance is paid in equal installments on the next nine real estate tax bills and carries an interest charge of the borrowed fund rate plus 1% (the 2022 rate was 4.8507%) beginning February 1, 2024, on the unpaid balance. The remaining balance may be paid at any time with interest calculated through the month of payment.

Real estate taxes may be paid in full or in three installments (January 31, April 30, July 31). Regardless of how real estate taxes are paid, special assessments must be paid on or before January 31, 2024. No payments can be applied to real estate taxes if special assessments are not paid. Section 74.12(11)(a), Wisconsin Statutes, specifically states that if a treasurer receives a payment from a taxpayer which is not sufficient to pay all general property taxes, special assessments and special taxes due, the treasurer shall apply the payment to the amounts due, including interest and penalties, in the following order: (1) personal property taxes; (2) delinquent utility charges; (3) special charges; (4) special assessments; (5) special taxes; (6) general property taxes.

BE IT FURTHER RESOLVED that this final assessment resolution shall be published as a Class I notice in the official City newspaper; and

BE IT FURTHER RESOLVED, the Clerk shall cause to be mailed a copy of this resolution and a statement of the final assessment against the property to every property owner whose name appears on the assessment roll, whose post office address is known or can with reasonable diligence be ascertained.

Approved:

Katie Rosenberg, Mayor

CAPITAL IMPROVEMENTS AND STREET MAINTENANCE COMMITTEE

Date of Meeting: September 14, 2023, at 5:15 p.m. in the Council Chambers of City Hall.

Members Present: Lou Larson, Lisa Rasmussen, Gary Gisselman, Doug Diny (Chad Henke was excused)

Also Present: Allen Wesolowski, TJ Niksich, Jill Kurtzhals, Andrew Lynch, Lori Wunsch

CONSENT AGENDA

- A. Approve minutes of the August 10, 2023 meeting**
 - B. Action on easement with Wisconsin Public Service at 201 Washington Street**
 - C. Action on easement with Wisconsin Public Service at 209 Washington Street**
 - D. Action on easement with Wisconsin Public Service at 215 Washington Street**
 - E. Action on easement with Graphic Packing Corp for the construction of a multi-use trail at 200 Central Bridge Street**
 - F. Action on Final Resolution to levy special assessments for 2023 Street Construction Projects**
-

Rasmussen moved to approve the consent agenda items. Diny seconded and the motion passed 4-0.

AGENDA ITEM
Action on Final Resolution to levy special assessments for 2023 Street Construction Projects
BACKGROUND
In the fall of each year, the Common Council adopts resolutions to levy special assessments for street construction projects. Special assessments for 2023 street construction projects to be levied this year include Grant Street (6 th Street – 7 th Street), Henrietta Street (S. Bellis Street – S. 13 th Street), N. 10 th Avenue (Oak Street – West Wausau Ave), S. 17 th Avenue (Stewart Avenue – Elm Street).
FISCAL IMPACT
Estimated Special Assessments of \$350,000.
STAFF RECOMMENDATION
Staff recommends approving the resolution to levy special assessments for the 2023 Construction Projects.
Staff contact: Allen Wesolowski 715-261-6762

2023 STREET CONSTRUCTION PROJECTS

This list will be updated as soon as drive approaches are installed and measured. All assessments are to be levied in 2023.

Address	Name	Key No.	Assessable Footage	Street Assmt	Dr Appr Footage	Assmt @ ____/sf	Sewer Lateral	Total
HENRIETTA STREET - BELLIS ST TO 13TH ST				@ \$55.00		@ \$7.44/sf		
430 South 10th St *	McCall	2907-361-0269	0.00	0.00		0.00	0.00	0.00
415 South 10th St	Lynch	2907-361-0328	53.00	2,915.00		0.00	500.00	3,415.00
501 South 10th St	Yang	2907-361-0329	53.00	2,915.00		0.00	500.00	3,415.00
502 South 10th St *	Zimmerman	2907-361-0280	0.00	0.00		0.00	500.00	500.00
409 South 12th St	Kluck	2907-361-0385	90.00	4,950.00		0.00	500.00	5,450.00
508 South 13th St *	Gilbertson	2907-361-0356	124.00	6,820.00		0.00	500.00	7,320.00
903 Henrietta St *	Corbec LLC	2907-361-0275	0.00	0.00		0.00	500.00	500.00
906 Henrietta St *	Corbec LLC	2907-361-0272	92.00	5,060.00		0.00	0.00	5,060.00
908 Henrietta St *	Brummond	2907-361-0271	62.00	3,410.00		0.00	500.00	3,910.00
911 Henrietta St *	Mosse	2907-361-0278	46.00	2,530.00		0.00	500.00	3,030.00
913 Henrietta St *	Wiesman Family Trust	2907-361-0279	54.00	2,970.00		0.00	500.00	3,470.00
914 Henrietta St *	Howe	2907-361-0270	88.00	4,840.00		0.00	500.00	5,340.00
1005 Henrietta St *	Krautkramer	2907-361-0330	53.00	2,915.00		0.00	500.00	3,415.00
1006 Henrietta St *	Tews	2907-361-0327	53.00	2,915.00		0.00	500.00	3,415.00
1009 Henrietta St *	Woller	2907-361-0331	53.00	2,915.00		0.00	500.00	3,415.00
1010 Henrietta St *	Witter	2907-361-0325	107.00	5,885.00		0.00	500.00	6,385.00
1015 Henrietta St *	Scholfield	2907-361-0332	107.00	5,885.00		0.00	500.00	6,385.00
1016 Henrietta St *	Modrzejewski	2907-361-0324	53.00	2,915.00		0.00	500.00	3,415.00
1020 Henrietta St *	King	2907-361-0323	53.00	2,915.00		0.00	500.00	3,415.00
1021 Henrietta St *	Schluender	2907-361-0333	80.00	4,400.00		0.00	500.00	4,900.00
1024 Henrietta St *	Borchardt	2907-361-0322	53.00	2,915.00		0.00	500.00	3,415.00
1026 Henrietta St *	Rohde/Kimbrough	2907-361-0321	53.00	2,915.00		0.00	500.00	3,415.00
1101 Henrietta St *	Klenk	2907-361-0334	80.00	4,400.00		0.00	500.00	4,900.00
1106 Henrietta St *	Fife	2907-361-0320	53.00	2,915.00		0.00	500.00	3,415.00
1109 Henrietta St *	Lor/Moua	2907-361-0335	0.00	0.00		0.00	500.00	500.00
1110 Henrietta St	Krautkramer	2907-361-0319	55.00	3,025.00		0.00	500.00	3,525.00
1205 Henrietta St *	Brodjieski	2907-361-0348	0.00	0.00		0.00	500.00	500.00
1209 Henrietta St *	Resch	2907-361-0349	60.00	3,300.00		0.00	500.00	3,800.00
1210 Henrietta St	Dietsche	2907-361-0384	90.00	4,950.00		0.00	500.00	5,450.00
1213 Henrietta St *	Thao	2907-361-0350	60.00	3,300.00		0.00	500.00	3,800.00
1214 Henrietta St *	Krieg	2907-361-0383	60.00	3,300.00		0.00	500.00	3,800.00
1217 Henrietta St *	Comm Dev Auth	2907-361-0351	60.00	3,300.00		0.00	500.00	3,800.00
1218 Henrietta St	LaCrosse	2907-361-0382	60.00	3,300.00		0.00	500.00	3,800.00
1222 Henrietta St	Novel Real Estate LLC	2907-361-0381	60.00	3,300.00		0.00	500.00	3,800.00
1223 Henrietta St *	Bass	2907-361-0352	60.00	3,300.00		0.00	500.00	3,800.00
1225 Henrietta St	Tritz/Krabbenhof	2907-361-0353	60.00	3,300.00		0.00	500.00	3,800.00
1226 Henrietta St *	Dietsche	2907-361-0380	60.00	3,300.00		0.00	500.00	3,800.00

Address	Name	Key No.	Assessable Footage	Street Assmt	Dr Appr Footage	Assmt @ ____/sf	Sewer Lateral	Total
1229 Henrietta St	RLS Income Trust	2907-361-0354	60.00	3,300.00		0.00	500.00	3,800.00
1230 Henrietta St *	Gauthier	2907-361-0379	63.00	3,465.00		0.00	500.00	3,965.00
1233 Henrietta St	RLS Income Trust	2907-361-0355	60.00	3,300.00		0.00	500.00	3,800.00
1234 Henrietta St *	Madigan	2907-361-0378	87.00	4,785.00		0.00	500.00	5,285.00
1244 Henrietta St	Gottschalk	2907-361-0377	94.00	5,170.00		0.00	500.00	5,670.00
NORTH 10TH AVE - OAK ST TO WEST WAUSAU AVE				@ \$55.00		@ \$0.00/sf		
431 North 10th Ave	Cana Connect LLC	2907-262-0317	60.00	3,300.00		0.00	500.00	3,800.00
502 North 10th Ave	Lucas	2907-262-0261	66.00	3,630.00		0.00	0.00	3,630.00
505 North 10th Ave	Seehafer	2907-262-0243	60.00	3,300.00		0.00	500.00	3,800.00
509 North 10th Ave	Pijan	2907-262-0244	60.00	3,300.00		0.00	500.00	3,800.00
514 North 10th Ave	Vang/Yang	2907-262-0222	0.00	0.00		0.00	0.00	0.00
515 North 10th Ave	Peeters	2907-262-0245	60.00	3,300.00		0.00	500.00	3,800.00
517 North 10th Ave	Writz	2907-262-0246	60.00	3,300.00		0.00	500.00	3,800.00
523 North 10th Ave	Twaroski	2907-262-0247	60.00	3,300.00		0.00	500.00	3,800.00
526 North 10th Ave	Briggs	2907-262-0221	0.00	0.00		0.00	500.00	500.00
607 North 10th Ave	Schummer	2907-262-0200	60.00	3,300.00		0.00	500.00	3,800.00
608 North 10th Ave	Bombagi	2907-262-0510	70.00	3,850.00		0.00	500.00	4,350.00
609 North 10th Ave	Johnson	2907-262-0199	60.00	3,300.00		0.00	500.00	3,800.00
610 North 10th Ave	Sickler	2907-262-0204	60.00	3,300.00		0.00	500.00	3,800.00
612 North 10th Ave	Lee	2907-262-0205	60.00	3,300.00		0.00	500.00	3,800.00
613 North 10th Ave	Johnstone	2907-262-0198	60.00	3,300.00		0.00	500.00	3,800.00
614 North 10th Ave	Kapeluch/Thoummany	2907-262-0206	60.00	3,300.00		0.00	500.00	3,800.00
615 North 10th Ave	Central Leasing LLC	2907-262-0197	60.00	3,300.00		0.00	500.00	3,800.00
616 North 10th Ave	Guillaume	2907-262-0207	60.00	3,300.00		0.00	500.00	3,800.00
706 North 10th Ave	Schulz	2907-262-0161	60.00	3,300.00		0.00	500.00	3,800.00
707 North 10th Ave	Krueger	2907-262-0176	60.00	3,300.00		0.00	500.00	3,800.00
709 North 10th Ave	Walters	2907-262-0175	60.00	3,300.00		0.00	500.00	3,800.00
710 North 10th Ave	Hummer	2907-262-0162	60.00	3,300.00		0.00	500.00	3,800.00
713 North 10th Ave	Walters	2907-262-0174	60.00	3,300.00		0.00	500.00	3,800.00
714 North 10th Ave	Pregont	2907-262-0163	60.00	3,300.00		0.00	500.00	3,800.00
718 North 10th Ave	Ideal Properties	2907-262-0164	60.00	3,300.00		0.00	500.00	3,800.00
719 North 10th Ave	Bush	2907-262-0173	60.00	3,300.00		0.00	500.00	3,800.00
805 North 10th Ave	Paoli/Wurz	2907-262-0151	65.00	3,575.00		0.00	500.00	4,075.00
806 North 10th Ave	Kell	2907-262-0154	65.00	3,575.00		0.00	500.00	4,075.00
809 North 10th Ave	Hoffman	2907-262-0150	60.00	3,300.00		0.00	500.00	3,800.00
810 North 10th Ave	JJ Premier LLC	2907-262-0155	60.00	3,300.00		0.00	500.00	3,800.00
813 North 10th Ave	Sann	2907-262-0149	60.00	3,300.00		0.00	500.00	3,800.00
814 North 10th Ave	Hammond	2907-262-0156	60.00	3,300.00		0.00	500.00	3,800.00
817 North 10th Ave	Jaworski	2907-262-0148	60.00	3,300.00		0.00	500.00	3,800.00
820 North 10th Ave	820 N 10th Ave Fam Trst	2907-262-0157	60.00	3,300.00		0.00	500.00	3,800.00
821 North 10th Ave	Major	2907-262-0147	60.00	3,300.00		0.00	500.00	3,800.00

Address	Name	Key No.	Assessable Footage	Street Assmt	Dr Appr Footage	Assmt @ ____/sf	Sewer Lateral	Total
824 North 10th Ave	Rainville	2907-262-0158	60.00	3,300.00		0.00	500.00	3,800.00
828 North 10th Ave	McDonald	2907-262-0159	57.00	3,135.00		0.00	500.00	3,635.00
909 West Bridge St	Feltz	2907-262-0248	60.00	3,300.00		0.00	500.00	3,800.00
910 West Bridge St	City of Wausau	2907-262-0201	0.00	0.00		0.00	0.00	0.00
1001 Holub St	Steinmetz	2907-262-0260	66.00	3,630.00		0.00	0.00	3,630.00
914 Norton St	Emmerich Holdings	2907-262-0152	65.00	3,575.00		0.00	500.00	4,075.00
915 Norton St	Nelson	2907-262-0172	60.00	3,300.00		0.00	500.00	3,800.00
1001 Norton St	Fandrey, Jr.	2907-262-0165	60.00	3,300.00		0.00	500.00	3,800.00
1002 Norton St	Sedrak	2907-262-0153	65.00	3,575.00		0.00	500.00	4,075.00
914 Oak St	Jensen	2907-262-0242	60.00	3,300.00		0.00	500.00	3,800.00
914 Quaw St	Klosinski	2907-262-0177	60.00	3,300.00		0.00	500.00	3,800.00
915 Quaw St	Stencil	2907-262-0196	60.00	3,300.00		0.00	500.00	3,800.00
1004 Quaw St	Lee	2907-262-0160	60.00	3,300.00		0.00	500.00	3,800.00
915 West Wausau Ave	Maki	2907-262-0146	57.00	3,135.00		0.00	500.00	3,635.00
916 West Wausau Ave	Kuck	2907-233-0761	51.00	2,805.00		0.00	500.00	3,305.00
1002 West Wausau Ave	Ballard	2907-233-0763	77.00	4,235.00		0.00	500.00	4,735.00
GRANT ST - NORTH 6TH ST TO NORTH 7TH ST				@ \$55.00		@ \$7.44/sf		
602 Grant St, 616 Grant, 628 Grant, 709 N 6th St *	Zion Lutheran Church	2907-253-0605	300.00	16,500.00		0.00	1,000.00	17,500.00
603-605 Grant St *	Plex Properties LLC	2907-253-0400	0.00	0.00		0.00	500.00	500.00
607-611 Grant St *	Trocke/Stuckey	2907-253-0399	60.00	3,300.00		0.00	500.00	3,800.00
615 Grant St *	Swiderski	2907-253-0398	75.00	4,125.00		0.00	500.00	4,625.00
617 Grant St *	Ness	2907-253-0397	37.50	2,062.50		0.00	500.00	2,562.50
621 Grant St	Holster Revocable Trust	2907-253-0396	37.50	2,062.50		0.00	500.00	2,562.50
623 Grant St	Nowicki	2907-253-0395	45.00	2,475.00		0.00	500.00	2,975.00
624 Grant St	Zion Lutheran Church	2907-253-0364	60.00	3,300.00		0.00	500.00	3,800.00
625 Grant St	Ness	2907-253-0394	45.00	2,475.00		0.00	500.00	2,975.00
631 Grant St	RBE Properties II LLC	2907-253-0393	0.00	0.00		0.00	500.00	500.00
17TH AVE - STEWART AVE TO ELM ST				@ \$55.00		@ \$0.00/sf		
109 South 17th Ave	109 South 17th Ave LLC	2907-274-0985	105.00	5,775.00		0.00	500.00	6,275.00
110 South 17th Ave	MKB Wausau LLC	2907-274-0990	361.00	19,855.00		0.00	500.00	20,355.00
116 South 17th Ave	Aashapura Krupa LLC	2907-274-0988	150.00	8,250.00		0.00	0.00	8,250.00
117 South 17th Ave	117 S 17th Avenue LLC	2907-274-0998	123.00	6,765.00		0.00	500.00	7,265.00
200 South 17th Ave	PJ Investments Inc	2907-274-0925	208.00	11,440.00		0.00	500.00	11,940.00
250 South 17th Ave	PJ Investments Inc	2907-274-0926	190.00	10,450.00		0.00	500.00	10,950.00
258 South 17th Ave	PJ Investments Inc	2907-274-0928	26.00	1,430.00		0.00	500.00	1,930.00
260 South 17th Ave	PJ Investments Inc	2907-274-0927	115.00	6,325.00		0.00	500.00	6,825.00
300 South 17th Ave	Santiva LLC	2907-274-0935	364.00	20,020.00		0.00	500.00	20,520.00
301 South 18th Ave	Abby Bank	2907-274-0936	0.00	0.00		0.00	0.00	0.00
1520 Elm St	RJ Elm Properties LLC	2907-274-0929	120.00	6,600.00		0.00	0.00	6,600.00
1402 Stewart Ave	Wausau School District	2907-274-0997	945.00	51,975.00		0.00	0.00	51,975.00

RESOLUTION OF THE CAPITAL IMPROVEMENTS & STREET MAINTENANCE COMMITTEE

Establishing Assessment Rates for 2024 New Street Construction Projects

Committee Action: Approved 4-0

Fiscal Impact: Amount of 2024 special assessments will depend on what projects are included in the budget.

File Number: 23-0910

Date Introduced: September 26, 2023

FISCAL IMPACT SUMMARY

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

RESOLUTION

WHEREAS, on September 14, 2023, your Capital Improvements and Street Maintenance Committee reviewed the 2023 costs for the street construction projects; and

WHEREAS, your Committee recommends the 2024 assessable costs per foot per side of adjusted front footage be established at \$55.00 per foot and \$500 for the replacement of sewer laterals; with rates for installation of new sidewalk assessed at 50% of the bid price, and replacement of drive approaches assessed at 100% of the bid price; now therefore

BE IT RESOLVED the Common Council of the City of Wausau does hereby establish \$55.00 per foot per side as the assessable rate for 2024 street construction projects and \$500 for the replacement of sewer laterals; with rates for installation of new sidewalk assessed at 50% of the bid price, and replacement of drive approaches assessed at 100% of the bid price.

Approved:

Katie Rosenberg

CAPITAL IMPROVEMENTS AND STREET MAINTENANCE COMMITTEE

Date of Meeting: September 14, 2023, at 5:15 p.m. in the Council Chambers of City Hall.

Members Present: Lou Larson, Lisa Rasmussen, Gary Gisselman, Doug Diny (Chad Henke was excused)

Also Present: Allen Wesolowski, TJ Niksich, Jill Kurtzhals, Andrew Lynch, Lori Wunsch

Discussion and possible action on establishing assessment rates for 2024 construction projects

Wesolowski explained that every year assessment rates are set for the following year. Last year the rate for street construction was raised from \$42 per foot to \$55 per foot for 2023 projects. Construction prices are stable from last year. Staff recommends keeping the rate at \$55 per foot for 2024 projects.

Rasmussen believes this is fair since we are not seeing a lot of fluctuation in the bids. Sometimes special assessments are difficult enough for people to pay.

Rasmussen moved to keep the assessment rates the same as they were for 2023 for 2024. Seconded by Diny and the motion passed 4-0.

AGENDA ITEM

Discussion and possible action on establishing assessment rates for 2024 construction projects

BACKGROUND

Each year the city establishes assessment rates for street reconstruction projects. The past practice has been established to assess approximately 60% of the street reconstruction cost (excluding storm sewer or utilities). The assessment rate for the 2023 construction season is \$55 per assessable foot. This means a resident with a 60-foot-wide lot would be assessed \$3,300 (60' x \$55/ft). Assessable footage for each lot is determined for each individual lot. Assessable footage on each project varies and it is difficult to determine 60% of the cost due to irregular lot dimensions and corner lots. It is also unknown how unit prices will be impacted in 2024.

Sewer lateral replacement during street projects was set at \$500 in 2023.

New sidewalk was assessed at 50% of the bid price in 2023.

Drive approach replacement is assessed out at 100% of the bid price in 2023.

FISCAL IMPACT

Raising the assessment rate brings more funds back to the City's budget.

STAFF RECOMMENDATION

Staff recommends keeping the assessment rate at \$55 per assessable foot, \$500 sewer lateral, 50% on new sidewalk, and 100% on driveway approaches for 2024 street construction projects. This rate was raised from \$42 to \$55 in 2023.

Staff contact: Allen Wesolowski 715-261-6762

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

RESOLUTION OF THE FINANCE COMMITTEE

Approving Nominal Payment Parcel for a Temporary Limited Easement and New Highway Right-of-Way Fee at 505 South 68th Avenue, Parcel 14, Transportation Project Plat 6999-09-02

Committee Action: Approved 5-0

Fiscal Impact: \$6,000.00

File Number: 23-0912

Date Introduced: September 26, 2023

FISCAL IMPACT SUMMARY

COSTS	<i>Budget Neutral</i>	Yes ☐ No ☒	
	<i>Included in Budget:</i>	Yes ☒ No ☐	<i>Budget Source:</i> TID #10
	<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:</i> Increment Revenue ☐ Debt ☒ Funds on Hand ☐ Interfund Loan ☐		

RESOLUTION

WHEREAS, Stewart Avenue from 72nd Avenue to 48th Avenue is proposed to be reconstructed in 2024; and

WHEREAS, in preparation for the reconstruction project, the City must acquire the necessary real estate to construct the street in accordance with the conceptual design approved; and

WHEREAS, in order to acquire the necessary property for the approved road design, the City hired CORRE, Inc. to administer the real estate acquisitions needed for the reconstruction project; and

WHEREAS, on February 28, 2023 your Finance Committee reviewed the Nominal Payment Parcel Report for the Stewart Avenue Project and recommended approval; and

WHEREAS, on September 12, 2023 your Finance Committee reviewed the offer of and recommend approving a temporary limited easement of 3,433 sq. ft. for \$799.19; and a new highway right-of-way fee of 6,416 sq. ft. for \$5,132.80 for a total rounded to \$6,000.00 for the property at 505 South 68th Avenue; and

WHEREAS, the property owner has accepted the offer; now therefore

BE IT RESOLVED by the Common Council of the City of Wausau that the proper City officials are hereby authorized and directed to execute the documents necessary to acquire the property interests described herein for the property at 505 South 68th Avenue.

Approved:

Katie Rosenberg, Mayor

**NOMINAL PAYMENT PARCEL
RECOMMENDATION AND APPROVAL**

REBP1897 05/2023

Owner name(s)
Duquaine Development, Inc.

Area and interest required
6,416.00 sq. ft. of New Highway Right of Way (FEE), 3,433.00 sq. ft. of
Temporary Limited Easement (TLE)

Allocation

Allocation	Description	Size	Unit	Per Unit	Value (\$)
New Highway Right of Way (FEE)		6,416.00	Sq Ft	\$0.80	\$5,132.80
Temporary Limited Easement (TLE)	TLE Worksheet	3,433.00	Sq Ft	\$0.80	\$799.19

Total Allocation \$5,931.99
Rounded To \$6,000.00

The Agency will not use eminent domain authority to acquire the property if the seller chooses not to participate or if negotiations fail. Wis. Stat. s. 32.015 states, "Property may not be acquired by condemnation to establish or extend a recreational trail; a bicycle way, as defined in s. 340.01(5s); a bicycle lane, as defined in s. 340.01(5e); or a pedestrian way, as defined in s. 346.02(8)(a)."

The undersigned owner(s) further state that the decision to waive the right of an appraisal was made without undue influences or coercive action of any nature.

It is intended that the instrument of conveyance will be executed upon presentation by City of Wausau agents or representatives.

In executing this document, the undersigned affirms that he/she is duly authorized by **Duquaine Development, Inc.** to execute this document.

 8/30/2023
Signature Date

KEITH E DUQUAINE PRES
Print Name & Title

 8/30/2023
Signature Date

JANET M. DUQUAINE V PRES.
Print Name & Title

Approved for City of Wausau

For Office Use Only

Agency Approval

Date



Q J 9 9 8 9 2 4

This instrument was drafted by
CORRE, Inc. on behalf of the City of
Wausau

Project ID
6999-09-02

Parcel No
14

Size of Temporary Limited Easement (TLE) :
 Unit value of the unencumbered fee within the TLE:
 Effective Date of the Appraisal/Date of Expanded Sales Study (mm/dd/yyyy):
 Expiration Date of the TLE - (mm/dd/yyyy):
 Term of Encumbrance of TLE:

	3,433.00
\$	0.80
	1/13/2023
	12/31/2025
	2.9671

Annual Rental Rate

- Basic Safe Investment Rate (per year):
- Expected Inflation Rate (per year):
- Risk Adjustment (per year):

	2.00%
	6.00%
	2.00%
	10.00%

Annual Yield Rate = Annual Rental Rate:

Annual Rent for Land Within TLE:

\$ 274.64

Discounted Lump Sum Payment of Annual Rent

Discount Rate:

	2.00%
--	-------

- First Year:
- Second Year:
- Third Year:
- Fourth Year:
- Fifth Year:
- Sixth Year:

\$	274.64
\$	269.25
\$	255.30
\$	-
\$	-
\$	-
\$	799.19

Total Compensation for Land Within the TLE:

FINANCE COMMITTEE

Date and Time: Tuesday, September 12, 2023 @ 5:15 p.m., Council Chambers

Members Present: Lisa Rasmussen, Michael Martens, Carol Lukens, Sarah Watson (5:17 p.m.), and Doug Diny

Others Present: Mayor Rosenberg, MaryAnne Groat, Matt Barnes, Anne Jacobson, Jeremy Kopp, James Henderson, Rick Rubow, Dustin Kraege, Solomon King, Eric Lindman, Ben Graham, Randy Fifrick, Kody Hart

Discussion and possible action approving accepted offers for the following parcels in the Stewart Avenue, South 72nd Avenue to South 48th Avenue street project:

- Parcel 6 (7100 Stewart Avenue) – New Highway Right of Way Fee/Permanent Limited Easement/Temporary Limited Easement
- Parcel 8 (6701 Stewart Avenue) – New Highway Right of Way Fee/Temporary Limited Easement
- Parcel 9 (6815 Stewart Avenue) – Temporary Limited Easement
- Parcel 14 (505 South 68th Avenue) – New Highway Right of Way Fee/Temporary Limited Easement
- Parcel 18 (5601 Stewart Avenue) – Temporary Limited Easement/Landscaping
- Parcel 19 (5801 Stewart Avenue) – Temporary Limited Easement
- Parcel 28 (5211 Stewart Avenue) – New Highway Right of Way Fee/Temporary Limited Easement/Landscaping
- Parcel 29 (5213 Stewart Avenue) – Temporary Limited Easement
- Parcel 32 (5307 Stewart Avenue) – Temporary Limited Easement
- Parcel 33 (5401 Stewart Avenue) – Landscaping
- Parcel 34 (5407 Stewart Avenue) – Temporary Limited Easement
- Parcel 37 (5503, 5509, 5511 Stewart Avenue) – Temporary Limited Easement Commercial/Temporary Limited Easement Residential/Landscaping
- Parcel 38 (5512 Stewart Avenue) – Temporary Limited Easement
- Parcel 39 (5504 Stewart Avenue) – Temporary Limited Easement
- Parcel 51 (4901 Stewart Avenue) – Temporary Limited Easement

Motion by Watson, seconded by Lukens, to approve. Motion carried 5-0.

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

RESOLUTION OF THE FINANCE COMMITTEE

Approving Nominal Payment Parcel for a Temporary Limited Easement at 4901 Stewart Avenue, Parcel 51, Transportation Project Plat 6999-09-02

Committee Action: Approved 5-0

Fiscal Impact: \$5,700.00

File Number: 23-0912A

Date Introduced: September 26, 2023

FISCAL IMPACT SUMMARY

COSTS	<i>Budget Neutral</i>	Yes ☐ No ☒	
	<i>Included in Budget:</i>	Yes ☒ No ☐	<i>Budget Source:</i> TID #10
	<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:</i> Increment Revenue ☐ Debt ☒ Funds on Hand ☐ Interfund Loan ☐		

RESOLUTION

WHEREAS, Stewart Avenue from 72nd Avenue to 48th Avenue is proposed to be reconstructed in 2024; and

WHEREAS, in preparation for the reconstruction project, the City must acquire the necessary real estate to construct the street in accordance with the conceptual design approved; and

WHEREAS, in order to acquire the necessary property for the approved road design, the City hired CORRE, Inc. to administer the real estate acquisitions needed for the reconstruction project; and

WHEREAS, on February 28, 2023 your Finance Committee reviewed the Nominal Payment Parcel Report for the Stewart Avenue Project and recommended approval; and

WHEREAS, on September 12, 2023 your Finance Committee reviewed the offer of and recommend approving a temporary limited easement of 2,523 sq. ft. for \$5,689.92 for a total rounded to \$5,700.00 for the property at 4901 Stewart Avenue; and

WHEREAS, the property owner has accepted the offer; now therefore

BE IT RESOLVED by the Common Council of the City of Wausau that the proper City officials are hereby authorized and directed to execute the documents necessary to acquire the property interests described herein for the property at 4901 Stewart Avenue.

Approved:

Katie Rosenberg, Mayor

**NOMINAL PAYMENT PARCEL - WAIVER OF APPRAISAL
RECOMMENDATION AND APPROVAL**

RE1897 11/2022 Ch. 32 Wis. Stats.

Owner name(s)
4901 Stewart Ave, LLC

Area and interest required
2,523.00 sq. ft. of Temporary Limited Easement (TLE)

Allocation

Allocation	Description	Size	Unit	Per Unit	Value (\$)
Temporary Limited Easement (TLE)	TLE Worksheet	2,523.00	Sq Ft	\$7.75	\$5,689.92

Total Allocation \$5,689.92
Rounded To \$5,700.00

The undersigned owner(s), having been fully informed of the right to have the property appraised, and to receive just compensation based upon an appraisal, have decided to waive the right to an appraisal and agree to accept settlement in the above-stated amount as full payment for the parcel stated, subject to approval by City of Wausau.

The undersigned owner(s) further state that the decision to waive the right of an appraisal was made without undue influences or coercive action of any nature.

It is intended that the instrument of conveyance will be executed upon presentation by City of Wausau agents or representatives.

In executing this document, the undersigned affirms that he/she is duly authorized by 4901 Stewart Ave, LLC to execute this document.

X  3/8/23
Signature Date
CAGhiDonzi Manager
Print Name & Title

X  3/8/23
Signature Date
CAGhiDonzi Manager
Print Name & Title

Approved for City of Wausau

For Office Use Only



This instrument was drafted by
CORRE, Inc. on behalf of the City of
Wausau

Project ID
6999-09-02

Parcel No
51

Size of Temporary Limited Easement (TLE)	2,523.00
Unit value of the unencumbered fee within the TLE:	\$ 7.75
Effective Date of the Appraisal/Date of Expanded Sales Study (mm/dd/yyyy):	1/13/2023
Expiration Date of the TLE - (mm/dd/yyyy):	12/31/2025
Term of Encumbrance of TLE:	2.9671

Annual Rental Rate

• Basic Safe Investment Rate (per year):	2.00%
• Expected Inflation Rate (per year):	6.00%
• Risk Adjustment (per year):	2.00%
Annual Yield Rate = Annual Rental Rate:	10.00%
Annual Rent for Land Within TLE:	\$ 1,955.33

Discounted Lump Sum Payment of Annual Rent

Discount Rate:	2.00%
• First Year:	\$ 1,955.33
• Second Year:	\$ 1,916.99
• Third Year:	\$ 1,817.61
• Fourth Year:	\$ -
• Fifth Year:	\$ -
• Sixth Year:	\$ -
Total Compensation for Land Within the TLE:	\$ 5,689.92

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

RESOLUTION OF THE FINANCE COMMITTEE

Approving Nominal Payment Parcel for a Temporary Limited Easement, New Highway Right-of-Way Fee, and Landscaping at 5211 Stewart Avenue, Parcel 28, Transportation Project Plat 6999-09-02

Committee Action: Approved 5-0

Fiscal Impact: \$17,950.00

File Number: 23-0912B

Date Introduced: September 26, 2023

FISCAL IMPACT SUMMARY

COSTS	<i>Budget Neutral</i>	Yes ☐ No ☒	
	<i>Included in Budget:</i>	Yes ☒ No ☐	<i>Budget Source:</i> TID #10
	<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:</i> Increment Revenue ☐ Debt ☒ Funds on Hand ☐ Interfund Loan ☐		

RESOLUTION

WHEREAS, Stewart Avenue from 72nd Avenue to 48th Avenue is proposed to be reconstructed in 2024; and

WHEREAS, in preparation for the reconstruction project, the City must acquire the necessary real estate to construct the street in accordance with the conceptual design approved; and

WHEREAS, in order to acquire the necessary property for the approved road design, the City hired CORRE, Inc. to administer the real estate acquisitions needed for the reconstruction project; and

WHEREAS, on February 28, 2023 your Finance Committee reviewed the Nominal Payment Parcel Report for the Stewart Avenue Project and recommended approval; and

WHEREAS, on September 12, 2023 your Finance Committee reviewed the offer of and recommend approving a temporary limited easement of 2,854 sq. ft. for \$6,436.40; a new highway right-of-way fee of 1,474 sq. ft. for \$11,423.50; and landscaping (1 medium size bush) for \$65.00 for a total rounded to \$17,950 for the property at 5211 Stewart Avenue; and

WHEREAS, the property owner has accepted the offer; now therefore

BE IT RESOLVED by the Common Council of the City of Wausau that the proper City officials are hereby authorized and directed to execute the documents necessary to acquire the property interests described herein for the property at 5211 Stewart Avenue.

Approved:

Katie Rosenberg, Mayor

NOMINAL PAYMENT PARCEL - WAIVER OF APPRAISAL RECOMMENDATION AND APPROVAL

RE1897 11/2022 Ch. 32 Wis. Stats.

Owner name(s)
Marlene D Sabatke

Area and interest required
2,854.00 sq. ft. of Temporary Limited Easement (TLE), 1,474.00 sq. ft.
of New Highway Right of Way (FEE)

Allocation

Allocation	Description	Size	Unit	Per Unit	Value (\$)
Temporary Limited Easement (TLE)	TLE Worksheet	2,854.00	Sq Ft	\$7.75	\$6,436.40
New Highway Right of Way (FEE)		1,474.00	Sq Ft	\$7.75	\$11,423.50
Other	Landscaping (1 medium size bush)			\$65.00	\$65.00

Total Allocation \$17,924.90
Rounded To \$17,950.00

The undersigned owner(s), having been fully informed of the right to have the property appraised, and to receive just compensation based upon an appraisal, have decided to waive the right to an appraisal and agree to accept settlement in the above-stated amount as full payment for the parcel stated, subject to approval by City of Wausau and Town of Stettin.

The undersigned owner(s) further state that the decision to waive the right of an appraisal was made without undue influences or coercive action of any nature.

It is intended that the instrument of conveyance will be executed upon presentation by City of Wausau and Town of Stettin agents or representatives.

x Marlene Sabatke 3/19/23
Owner Signature Date
Marlene D Sabatke

x John Sabatke 3-19-23
Owner Signature Date
John H. Sabatke, non-titled spouse

Approved for City of Wausau

For Office Use Only

Agency Approval

Date

Tim Buttke 6/29/2023
Approved for Town of Stettin (Tim Buttke)

For Office Use Only

Agency Approval Date



This instrument was drafted by
CORRE, Inc. on behalf of the City of
Wausau and Town of Stettin

Project ID
6999-09-02

Parcel No
28

Size of Temporary Limited Easement (TLE)	2,854.00
Unit value of the unencumbered fee within the TLE:	\$ 7.75
Effective Date of the Appraisal/Date of Expanded Sales Study (mm/dd/yyyy):	1/13/2023
Expiration Date of the TLE - (mm/dd/yyyy):	12/31/2025
Term of Encumbrance of TLE:	2.9671

Annual Rental Rate

Basic Safe Investment Rate (per year):	2.00%
Expected Inflation Rate (per year):	6.00%
Risk Adjustment (per year):	2.00%
Annual Yield Rate = Annual Rental Rate:	10.00%
Annual Rent for Land Within TLE:	\$ 2,211.85

Discounted Lump Sum Payment of Annual Rent

Discount Rate:	2.00%
First Year:	\$ 2,211.85
Second Year:	\$ 2,168.48
Third Year:	\$ 2,056.07
Fourth Year:	\$ -
Fifth Year:	\$ -
Sixth Year:	\$ -
Total Compensation for Land Within the TLE:	\$ 6,436.40

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

RESOLUTION OF THE FINANCE COMMITTEE

Approving Nominal Payment Parcel for a Temporary Limited Easement, New Highway Right-of-Way Fee, and Landscaping at 5211 Stewart Avenue, Parcel 28, Transportation Project Plat 6999-09-02

Committee Action: Approved 5-0

Fiscal Impact: \$17,950.00

File Number: 23-0912B

Date Introduced: September 26, 2023

FISCAL IMPACT SUMMARY

COSTS	<i>Budget Neutral</i>	Yes ☐ No ☒	
	<i>Included in Budget:</i>	Yes ☒ No ☐	<i>Budget Source:</i> TID #10
	<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, Stewart Avenue from 72nd Avenue to 48th Avenue is proposed to be reconstructed in 2024; and

WHEREAS, in preparation for the reconstruction project, the City must acquire the necessary real estate to construct the street in accordance with the conceptual design approved; and

WHEREAS, in order to acquire the necessary property for the approved road design, the City hired CORRE, Inc. to administer the real estate acquisitions needed for the reconstruction project; and

WHEREAS, on February 28, 2023 your Finance Committee reviewed the Nominal Payment Parcel Report for the Stewart Avenue Project and recommended approval; and

WHEREAS, on September 12, 2023 your Finance Committee reviewed the offer of and recommend approving a temporary limited easement of 2,854 sq. ft. for \$6,436.40; a new highway right-of-way fee of 1,474 sq. ft. for \$11,423.50; and landscaping (1 medium size bush) for \$65.00 for a total rounded to \$17,950 for the property at 5211 Stewart Avenue; and

WHEREAS, the property owner has accepted the offer; now therefore

BE IT RESOLVED by the Common Council of the City of Wausau that the proper City officials are hereby authorized and directed to execute the documents necessary to acquire the property interests described herein for the property at 5211 Stewart Avenue.

Approved:

Katie Rosenberg, Mayor

**NOMINAL PAYMENT PARCEL - WAIVER OF APPRAISAL
RECOMMENDATION AND APPROVAL**

RE1897 11/2022 Ch. 32 Wis. Stats.

Owner name(s)
Marlene D Sabatke

Area and interest required
2,854.00 sq. ft. of Temporary Limited Easement (TLE), 1,474.00 sq. ft.
of New Highway Right of Way (FEE)

Allocation

Allocation	Description	Size	Unit	Per Unit	Value (\$)
Temporary Limited Easement (TLE)	TLE Worksheet	2,854.00	Sq Ft	\$7.75	\$6,436.40
New Highway Right of Way (FEE)		1,474.00	Sq Ft	\$7.75	\$11,423.50
Other	Landscaping (1 medium size bush)			\$65.00	\$65.00

Total Allocation \$17,924.90
Rounded To \$17,950.00

The undersigned owner(s), having been fully informed of the right to have the property appraised, and to receive just compensation based upon an appraisal, have decided to waive the right to an appraisal and agree to accept settlement in the above-stated amount as full payment for the parcel stated, subject to approval by City of Wausau and Town of Stettin.

The undersigned owner(s) further state that the decision to waive the right of an appraisal was made without undue influences or coercive action of any nature.

It is intended that the instrument of conveyance will be executed upon presentation by City of Wausau and Town of Stettin agents or representatives.

x Marlene Sabatke 3/19/23
Owner Signature Date
Marlene D Sabatke

x John Sabatke 3-19-23
Owner Signature Date
John H. Sabatke, non-titled spouse

Approved for City of Wausau

For Office Use Only

Agency Approval

Date

Tim Buttke 6/29/2023
Approved for Town of Stettin (Tim Buttke)

For Office Use Only

Agency Approval Date



Q J 9 9 2 9 7 5

This instrument was drafted by
CORRE, Inc. on behalf of the City of
Wausau and Town of Stettin

Project ID
6999-09-02

Parcel No
28

Size of Temporary Limited Easement (TLE)	2,854.00
Unit value of the unencumbered fee within the TLE:	\$ 7.75
Effective Date of the Appraisal/Date of Expanded Sales Study (mm/dd/yyyy):	1/13/2023
Expiration Date of the TLE - (mm/dd/yyyy):	12/31/2025
Term of Encumbrance of TLE:	2.9671

Annual Rental Rate

Basic Safe Investment Rate (per year):	2.00%
Expected Inflation Rate (per year):	6.00%
Risk Adjustment (per year):	2.00%
Annual Yield Rate = Annual Rental Rate:	10.00%
Annual Rent for Land Within TLE:	\$ 2,211.85

Discounted Lump Sum Payment of Annual Rent

Discount Rate:	2.00%
First Year:	\$ 2,211.85
Second Year:	\$ 2,168.48
Third Year:	\$ 2,056.07
Fourth Year:	\$ -
Fifth Year:	\$ -
Sixth Year:	\$ -
Total Compensation for Land Within the TLE:	\$ 6,436.40

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

RESOLUTION OF THE FINANCE COMMITTEE

Approving Nominal Payment Parcel for a Temporary Limited Easement at 5301 Stewart Avenue, Parcel 31, Transportation Project Plat 6999-09-02

Committee Action: Approved 5-0

Fiscal Impact: \$500.00

File Number: 23-0912D

Date Introduced: September 26, 2023

FISCAL IMPACT SUMMARY

COSTS	<i>Budget Neutral</i>	Yes ☐ No ☒	
	<i>Included in Budget:</i>	Yes ☒ No ☐	<i>Budget Source:</i> TID #10
	<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, Stewart Avenue from 72nd Avenue to 48th Avenue is proposed to be reconstructed in 2024; and

WHEREAS, in preparation for the reconstruction project, the City must acquire the necessary real estate to construct the street in accordance with the conceptual design approved; and

WHEREAS, in order to acquire the necessary property for the approved road design, the City hired CORRE, Inc. to administer the real estate acquisitions needed for the reconstruction project; and

WHEREAS, on February 28, 2023 your Finance Committee reviewed the Nominal Payment Parcel Report for the Stewart Avenue Project and recommended approval; and

WHEREAS, the offer of a temporary limited easement of 311 sq. ft. for \$239.82 for a total rounded to \$250.00 for the property at 5301 Stewart Avenue was presented to the property owner; and

WHEREAS, the property owner counteroffered with \$500.00;

WHEREAS, on September 12, 2023 your Finance Committee reviewed the counteroffer and recommended approval;

WHEREAS, the property owner has accepted the offer; now therefore

BE IT RESOLVED by the Common Council of the City of Wausau that the proper City officials are hereby authorized and directed to execute the documents necessary to acquire the property interests described herein for the property at 5301 Stewart Avenue.

Approved:

Katie Rosenberg, Mayor

**NOMINAL PAYMENT PARCEL - WAIVER OF APPRAISAL
RECOMMENDATION AND APPROVAL**

RE1897 11/2022 Ch. 32 Wis. Stats.

Owner name(s)
Joshua D Zenter

Area and interest required
311.00 sq. ft. of Temporary Limited Easement (TLE)

Allocation

Allocation	Description	Size	Unit	Per Unit	Value (\$)
Temporary Limited Easement (TLE)	TLE Worksheet	311.00	Sq Ft	\$2.65	\$239.82

Total Allocation \$239.82
Rounded To \$250.00
Settlement \$500.00

The undersigned owner(s), having been fully informed of the right to have the property appraised, and to receive just compensation based upon an appraisal, have decided to waive the right to an appraisal and agree to accept settlement in the above-stated amount as full payment for the parcel stated, subject to approval by City of Wausau.

The undersigned owner(s) further state that the decision to waive the right of an appraisal was made without undue influences or coercive action of any nature.

It is intended that the instrument of conveyance will be executed upon presentation by City of Wausau agents or representatives.

X

Owner Signature
Joshua D Zenter

8/28/23

Date

X

Owner Signature

Date

Approved for City of Wausau

For Office Use Only

Agency Approval

Date



Q J 9 9 8 9 7 7

This instrument was drafted by
CORRE, Inc. on behalf of the City of
Wausau

Project ID
6999-09-02

Parcel No
31

Size of Temporary Limited Easement (TLE)	:	311.00
Unit value of the unencumbered fee within the TLE:	\$	2.65
Effective Date of the Appraisal/Date of Expanded Sales Study (mm/dd/yyyy):		1/13/2023
Expiration Date of the TLE - (mm/dd/yyyy):		12/31/2025
Term of Encumbrance of TLE:		2.9671

Annual Rental Rate

· Basic Safe Investment Rate (per year):	2.00%
· Expected Inflation Rate (per year):	6.00%
· Risk Adjustment (per year):	2.00%
Annual Yield Rate = Annual Rental Rate:	10.00%
Annual Rent for Land Within TLE:	\$ 82.42

Discounted Lump Sum Payment of Annual Rent

Discount Rate:	2.00%
· First Year:	\$ 82.42
· Second Year:	\$ 80.80
· Third Year:	\$ 76.61
· Fourth Year:	\$ -
· Fifth Year:	\$ -
· Sixth Year:	\$ -
Total Compensation for Land Within the TLE:	\$ 239.82

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

RESOLUTION OF THE FINANCE COMMITTEE

Approving Nominal Payment Parcel for a Temporary Limited Easement at 5307 Stewart Avenue, Parcel 32, Transportation Project Plat 6999-09-02

Committee Action: Approved 5-0

Fiscal Impact: \$400.00

File Number: 23-0912E

Date Introduced: September 26, 2023

FISCAL IMPACT SUMMARY

COSTS	<i>Budget Neutral</i>	Yes ☐ No ☒	
	<i>Included in Budget:</i>	Yes ☒ No ☐	<i>Budget Source:</i> TID #10
	<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:</i> Increment Revenue ☐ Debt ☒ Funds on Hand ☐ Interfund Loan ☐		

RESOLUTION

WHEREAS, Stewart Avenue from 72nd Avenue to 48th Avenue is proposed to be reconstructed in 2024; and

WHEREAS, in preparation for the reconstruction project, the City must acquire the necessary real estate to construct the street in accordance with the conceptual design approved; and

WHEREAS, in order to acquire the necessary property for the approved road design, the City hired CORRE, Inc. to administer the real estate acquisitions needed for the reconstruction project; and

WHEREAS, on February 28, 2023 your Finance Committee reviewed the Nominal Payment Parcel Report for the Stewart Avenue Project and recommended approval; and

WHEREAS, on September 12, 2023 your Finance Committee reviewed the offer of and recommend approving a temporary limited easement of 160 sq. ft. for \$360.84 for a total rounded to \$400.00 for the property at 5307 Stewart Avenue; and

WHEREAS, the property owner has accepted the offer; now therefore

BE IT RESOLVED by the Common Council of the City of Wausau that the proper City officials are hereby authorized and directed to execute the documents necessary to acquire the property interests described herein for the property at 5307 Stewart Avenue.

Approved:

Katie Rosenberg, Mayor

NOMINAL PAYMENT PARCEL - WAIVER OF APPRAISAL RECOMMENDATION AND APPROVAL

RE1897 11/2022 Ch. 32 Wis. Stats.

Owner name(s)
Mayada Tashtoosh

Area and interest required
160.00 sq. ft. of Temporary Limited Easement (TLE)

Allocation

Allocation	Description	Size	Unit	Per Unit	Value (\$)
Temporary Limited Easement (TLE)	TLE Worksheet	160.00	Sq Ft	\$7.75	\$360.84

Total Allocation
Rounded To \$360.84
\$400.00

The undersigned owner(s), having been fully informed of the right to have the property appraised, and to receive just compensation based upon an appraisal, have decided to waive the right to an appraisal and agree to accept settlement in the above-stated amount as full payment for the parcel stated, subject to approval by City of Wausau and Town of Stettin.

The undersigned owner(s) further state that the decision to waive the right of an appraisal was made without undue influences or coercive action of any nature.

It is intended that the instrument of conveyance will be executed upon presentation by City of Wausau and Town of Stettin agents or representatives.

X

Owner Signature
Mayada Tashtoosh

7-20-2023

Date

X

Owner Signature

Date

Approved for City of Wausau

For Office Use Only

Agency Approval

Date

Approved for Town of Stettin

For Office Use Only

Agency Approval

Date



Q J 1 0 1 1 2 9 4

This instrument was drafted by
CORRE, Inc. on behalf of the City of
Wausau and The Town of Stettin

Project ID
6999-09-02

Parcel No
32

Size of Temporary Limited Easement (TLE)	:	160.00
Unit value of the unencumbered fee within the TLE:	\$	7.75
Effective Date of the Appraisal/Date of Expanded Sales Study (mm/dd/yyyy):		1/13/2023
Expiration Date of the TLE - (mm/dd/yyyy):		12/31/2025
Term of Encumbrance of TLE:		2.9671
<u>Annual Rental Rate</u>		
• Basic Safe Investment Rate (per year):		2.00%
• Expected Inflation Rate (per year):		6.00%
• Risk Adjustment (per year):		2.00%
Annual Yield Rate = Annual Rental Rate:		10.00%
Annual Rent for Land Within TLE:	\$	124.00
<u>Discounted Lump Sum Payment of Annual Rent</u>		
Discount Rate:		2.00%
• First Year:	\$	124.00
• Second Year:	\$	121.57
• Third Year:	\$	115.27
• Fourth Year:	\$	-
• Fifth Year:	\$	-
• Sixth Year:	\$	-
Total Compensation for Land Within the TLE:	\$	360.84

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

RESOLUTION OF THE FINANCE COMMITTEE

Approving Nominal Payment Parcel for a Temporary Limited Easement and Landscaping at 5401 Stewart Avenue, Parcel 33, Transportation Project Plat 6999-09-02

Committee Action: Approved 5-0

Fiscal Impact: \$750.00

File Number: 23-0912F

Date Introduced: September 26, 2023

FISCAL IMPACT SUMMARY

COSTS	<i>Budget Neutral</i>	Yes ☐ No ☒	
	<i>Included in Budget:</i>	Yes ☒ No ☐	<i>Budget Source:</i> TID #10
	<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:</i> Increment Revenue ☐ Debt ☒ Funds on Hand ☐ Interfund Loan ☐		

RESOLUTION

WHEREAS, Stewart Avenue from 72nd Avenue to 48th Avenue is proposed to be reconstructed in 2024; and

WHEREAS, in preparation for the reconstruction project, the City must acquire the necessary real estate to construct the street in accordance with the conceptual design approved; and

WHEREAS, in order to acquire the necessary property for the approved road design, the City hired CORRE, Inc. to administer the real estate acquisitions needed for the reconstruction project; and

WHEREAS, on February 28, 2023 your Finance Committee reviewed the Nominal Payment Parcel Report for the Stewart Avenue Project and recommended approval; and

WHEREAS, on September 12, 2023 your Finance Committee reviewed the offer of and recommend approving a temporary limited easement of 597 sq. ft. for \$460.37; and landscaping (4 medium size bushes) for \$260.00 for a total rounded to \$750.00 for the property at 5401 Stewart Avenue; and

WHEREAS, the property owner has accepted the offer; now therefore

BE IT RESOLVED by the Common Council of the City of Wausau that the proper City officials are hereby authorized and directed to execute the documents necessary to acquire the property interests described herein for the property at 5401 Stewart Avenue.

Approved:

Katie Rosenberg, Mayor

NOMINAL PAYMENT PARCEL - WAIVER OF APPRAISAL RECOMMENDATION AND APPROVAL

RE1897 11/2022 Ch. 32 Wis. Stats.

Owner name(s) Travis Volm	Area and interest required 597.00 sq. ft. of Temporary Limited Easement (TLE)
------------------------------	--

Allocation

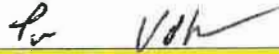
Allocation	Description	Size	Unit	Per Unit	Value (\$)
Temporary Limited Easement (TLE)	TLE Worksheet	597.00	Sq Ft	\$2.65	\$460.37
Other	Landscaping (4 medium size bushes)			65.00	\$260.00

Total Allocation \$720.37
Rounded To \$750.00

The undersigned owner(s), having been fully informed of the right to have the property appraised, and to receive just compensation based upon an appraisal, have decided to waive the right to an appraisal and agree to accept settlement in the above-stated amount as full payment for the parcel stated, subject to approval by City of Wausau.

The undersigned owner(s) further state that the decision to waive the right of an appraisal was made without undue influences or coercive action of any nature.

It is intended that the instrument of conveyance will be executed upon presentation by City of Wausau agents or representatives.

X		3/23/23	X		
Owner Signature		Date	Owner Signature		Date
Travis Volm					

Approved for City of Wausau	For Office Use Only
-----------------------------	---------------------

Agency Approval	Date
-----------------	------



Q J 9 9 8 9 9 3

This instrument was drafted by
CORRE, Inc. on behalf of the City of
Wausau

Project ID
6999-09-02

Parcel No
33

Size of Temporary Limited Easement (TLE)

597.00

Unit value of the unencumbered fee within the TLE:

\$ 2.65

Effective Date of the Appraisal/Date of Expanded Sales Study (mm/dd/yyyy):

1/13/2023

Expiration Date of the TLE - (mm/dd/yyyy):

12/31/2025

Term of Encumbrance of TLE:

2.9671

Annual Rental Rate

• Basic Safe Investment Rate (per year):

2.00%

• Expected Inflation Rate (per year):

6.00%

• Risk Adjustment (per year):

2.00%

Annual Yield Rate = Annual Rental Rate:

10.00%

Annual Rent for Land Within TLE:

\$ 158.21

Discounted Lump Sum Payment of Annual Rent

Discount Rate:

2.00%

• First Year:

\$ 158.21

• Second Year:

\$ 155.10

• Third Year:

\$ 147.06

• Fourth Year:

\$ -

• Fifth Year:

\$ -

• Sixth Year:

\$ -

Total Compensation for Land Within the TLE:

\$ 460.37

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

RESOLUTION OF THE FINANCE COMMITTEE

Approving Nominal Payment Parcel for a Temporary Limited Easement at 5407 Stewart Avenue, Parcel 34, Transportation Project Plat 6999-09-02

Committee Action: Approved 5-0

Fiscal Impact: \$450.00

File Number: 23-0912G

Date Introduced: September 26, 2023

FISCAL IMPACT SUMMARY

COSTS	<i>Budget Neutral</i>	Yes ☐ No ☒	
	<i>Included in Budget:</i>	Yes ☒ No ☐	<i>Budget Source:</i> TID #10
	<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:</i> Increment Revenue ☐ Debt ☒ Funds on Hand ☐ Interfund Loan ☐		

RESOLUTION

WHEREAS, Stewart Avenue from 72nd Avenue to 48th Avenue is proposed to be reconstructed in 2024; and

WHEREAS, in preparation for the reconstruction project, the City must acquire the necessary real estate to construct the street in accordance with the conceptual design approved; and

WHEREAS, in order to acquire the necessary property for the approved road design, the City hired CORRE, Inc. to administer the real estate acquisitions needed for the reconstruction project; and

WHEREAS, on February 28, 2023 your Finance Committee reviewed the Nominal Payment Parcel Report for the Stewart Avenue Project and recommended approval; and

WHEREAS, on September 12, 2023 your Finance Committee reviewed the offer of and recommend approving a temporary limited easement of 553 sq. ft. for \$426.44 for a total rounded to \$450.00 for the property at 5407 Stewart Avenue; and

WHEREAS, the property owner has accepted the offer; now therefore

BE IT RESOLVED by the Common Council of the City of Wausau that the proper City officials are hereby authorized and directed to execute the documents necessary to acquire the property interests described herein for the property at 5407 Stewart Avenue.

Approved:

Katie Rosenberg, Mayor

**NOMINAL PAYMENT PARCEL - WAIVER OF APPRAISAL
RECOMMENDATION AND APPROVAL**

RE1897 11/2022 Ch. 32 Wis. Stats.

Owner name(s)
Steven J Kaquatosh

Area and interest required
553.00 sq. ft. of Temporary Limited Easement (TLE)

Allocation

Allocation	Description	Size	Unit	Per Unit	Value (\$)
Temporary Limited Easement (TLE)	TLE Worksheet	553.00	Sq Ft	\$2.65	\$426.44

Total Allocation \$426.44
Rounded To \$450.00

The undersigned owner(s), having been fully informed of the right to have the property appraised, and to receive just compensation based upon an appraisal, have decided to waive the right to an appraisal and agree to accept settlement in the above-stated amount as full payment for the parcel stated, subject to approval by City of Wausau.

The undersigned owner(s) further state that the decision to waive the right of an appraisal was made without undue influences or coercive action of any nature.

It is intended that the instrument of conveyance will be executed upon presentation by City of Wausau agents or representatives.

X  10 MAR 23
Owner Signature Date
Steven J Kaquatosh

X _____
Owner Signature Date

Approved for City of Wausau

For Office Use Only

Agency Approval Date



Q J 9 9 0 0 7

This instrument was drafted by
CORRE, Inc. on behalf of the City of
Wausau

Project ID
6999-09-02

Parcel No
34

Size of Temporary Limited Easement (TLE)	553.00
Unit value of the unencumbered fee within the TLE:	\$ 2.65
Effective Date of the Appraisal/Date of Expanded Sales Study (mm/dd/yyyy):	1/13/2023
Expiration Date of the TLE - (mm/dd/yyyy):	12/31/2025
Term of Encumbrance of TLE:	2.9671

Annual Rental Rate

Basic Safe Investment Rate (per year):	2.00%
Expected Inflation Rate (per year):	6.00%
Risk Adjustment (per year):	2.00%
Annual Yield Rate = Annual Rental Rate:	10.00%
Annual Rent for Land Within TLE:	\$ 146.55

Discounted Lump Sum Payment of Annual Rent

Discount Rate:	2.00%
First Year:	\$ 146.55
Second Year:	\$ 143.67
Third Year:	\$ 136.22
Fourth Year:	\$ -
Fifth Year:	\$ -
Sixth Year:	\$ -
Total Compensation for Land Within the TLE:	\$ 426.44

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

RESOLUTION OF THE FINANCE COMMITTEE

Approving Nominal Payment Parcel for a Temporary Limited Easement Commercial, a Temporary Limited Easement Residential and Landscaping at 5503, 5509, 5511 Stewart Avenue, Parcel 37, Transportation Project Plat 6999-09-02

Committee Action: Approved 5-0

Fiscal Impact: \$3,400.00

File Number: 23-0912H

Date Introduced: September 26, 2023

FISCAL IMPACT SUMMARY

COSTS	<i>Budget Neutral</i>	Yes ☐ No ☒	
	<i>Included in Budget:</i>	Yes ☒ No ☐	<i>Budget Source:</i> TID #10
	<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:</i> Increment Revenue ☐ Debt ☒ Funds on Hand ☐ Interfund Loan ☐		

RESOLUTION

WHEREAS, Stewart Avenue from 72nd Avenue to 48th Avenue is proposed to be reconstructed in 2024; and

WHEREAS, in preparation for the reconstruction project, the City must acquire the necessary real estate to construct the street in accordance with the conceptual design approved; and

WHEREAS, in order to acquire the necessary property for the approved road design, the City hired CORRE, Inc. to administer the real estate acquisitions needed for the reconstruction project; and

WHEREAS, on February 28, 2023 your Finance Committee reviewed the Nominal Payment Parcel Report for the Stewart Avenue Project and recommended approval; and

WHEREAS, on September 12, 2023 your Finance Committee reviewed the offer of and recommend approving a temporary limited easement commercial of 1,074 sq. ft. for \$2,422.11; a temporary limited easement residential of 928 sq. ft. for \$715.62; and landscaping (1 tree) for \$250.00 for a total rounded to \$3,400 for the property at 5503, 5509, 5511 Stewart Avenue; and

WHEREAS, the property owner has accepted the offer; now therefore

BE IT RESOLVED by the Common Council of the City of Wausau that the proper City officials are hereby authorized and directed to execute the documents necessary to acquire the property interests described herein for the property at 5503, 5509, 5511 Stewart Avenue.

Approved:

Katie Rosenberg, Mayor

NOMINAL PAYMENT PARCEL - WAIVER OF APPRAISAL RECOMMENDATION AND APPROVAL

RE1897 11/2022 Ch. 32 Wis. Stats.

Owner name(s)
Rod Kleiber Properties, LLC

Area and interest required
2,002.00 sq. ft. of Temporary Limited Easement (TLE)

Allocation

Allocation	Description	Size	Unit	Per Unit	Value (\$)
Temporary Limited Easement (TLE)	Commercial TLE Worksheet	1,074.00	Sq Ft	\$2.65	\$2,422.11
Temporary Limited Easement (TLE)	Residential TLE Worksheet	928.00	Sq Ft	\$7.75	\$715.62
Other	Landscaping (1 tree)			\$250.00	\$250.00

Total Allocation \$3,387.73
Rounded To \$3,400.00

The undersigned owner(s), having been fully informed of the right to have the property appraised, and to receive just compensation based upon an appraisal, have decided to waive the right to an appraisal and agree to accept settlement in the above-stated amount as full payment for the parcel stated, subject to approval by City of Wausau.

The undersigned owner(s) further state that the decision to waive the right of an appraisal was made without undue influences or coercive action of any nature.

It is intended that the instrument of conveyance will be executed upon presentation by City of Wausau agents or representatives.

In executing this document, the undersigned affirms that he/she is duly authorized by **Rod Kleiber Properties, LLC** to execute this document.

X  3-10-23
Signature Date
Rod Kleiber President
Print Name & Title

X _____
Signature Date

Print Name & Title

Approved for City of Wausau

For Office Use Only

Agency Approval Date



Q J 9 9 9 0 2 6

This instrument was drafted by
CORRE, Inc. on behalf of the City of
Wausau

Project ID
6999-09-02

Parcel No
37

Size of Temporary Limited Easement (TLE)	1,074.00
Unit value of the unencumbered fee within the TLE:	\$ 7.75
Effective Date of the Appraisal/Date of Expanded Sales Study (mm/dd/yyyy):	1/13/2023
Expiration Date of the TLE - (mm/dd/yyyy):	12/31/2025
Term of Encumbrance of TLE:	2.9671

Annual Rental Rate

• Basic Safe Investment Rate (per year):	2.00%
• Expected Inflation Rate (per year):	6.00%
• Risk Adjustment (per year):	2.00%
Annual Yield Rate = Annual Rental Rate:	10.00%
Annual Rent for Land Within TLE:	\$ 832.35

Discounted Lump Sum Payment of Annual Rent

Discount Rate:	2.00%
• First Year:	\$ 832.35
• Second Year:	\$ 816.03
• Third Year:	\$ 773.73
• Fourth Year:	\$ -
• Fifth Year:	\$ -
• Sixth Year:	\$ -
Total Compensation for Land Within the TLE:	\$ 2,422.11

Size of Temporary Limited Easement (TLE)

928.00

Unit value of the unencumbered fee within the TLE:

\$ 2.65

Effective Date of the Appraisal/Date of Expanded Sales Study (mm/dd/yyyy):

1/13/2023

Expiration Date of the TLE - (mm/dd/yyyy):

12/31/2025

Term of Encumbrance of TLE:

2.9671

Annual Rental Rate

• Basic Safe Investment Rate (per year):

2.00%

• Expected Inflation Rate (per year):

6.00%

• Risk Adjustment (per year):

2.00%

Annual Yield Rate = Annual Rental Rate:

10.00%

Annual Rent for Land Within TLE:

\$ 245.92

Discounted Lump Sum Payment of Annual Rent

Discount Rate:

2.00%

• First Year:

\$ 245.92

• Second Year:

\$ 241.10

• Third Year:

\$ 228.60

• Fourth Year:

\$ -

• Fifth Year:

\$ -

• Sixth Year:

\$ -

Total Compensation for Land Within the TLE:

\$ 715.62

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

RESOLUTION OF THE FINANCE COMMITTEE

Approving Nominal Payment Parcel for a Temporary Limited Easement at 5504 Stewart Avenue, Parcel 39, Transportation Project Plat 6999-09-02

Committee Action: Approved 5-0

Fiscal Impact: \$3,500.00

File Number: 23-0912I

Date Introduced: September 26, 2023

FISCAL IMPACT SUMMARY

COSTS	<i>Budget Neutral</i>	Yes ☐ No ☒	
	<i>Included in Budget:</i>	Yes ☒ No ☐	<i>Budget Source:</i> TID #10
	<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:</i> Increment Revenue ☐ Debt ☒ Funds on Hand ☐ Interfund Loan ☐		

RESOLUTION

WHEREAS, Stewart Avenue from 72nd Avenue to 48th Avenue is proposed to be reconstructed in 2024; and

WHEREAS, in preparation for the reconstruction project, the City must acquire the necessary real estate to construct the street in accordance with the conceptual design approved; and

WHEREAS, in order to acquire the necessary property for the approved road design, the City hired CORRE, Inc. to administer the real estate acquisitions needed for the reconstruction project; and

WHEREAS, on February 28, 2023 your Finance Committee reviewed the Nominal Payment Parcel Report for the Stewart Avenue Project and recommended approval; and

WHEREAS, on September 12, 2023 your Finance Committee reviewed the offer of and recommend approving a temporary limited easement of 1,547 sq. ft. for \$3,488.82 for a total rounded to \$3,500.00 for the property at 5504 Stewart Avenue; and

WHEREAS, the property owner has accepted the offer; now therefore

BE IT RESOLVED by the Common Council of the City of Wausau that the proper City officials are hereby authorized and directed to execute the documents necessary to acquire the property interests described herein for the property at 5504 Stewart Avenue.

Approved:

Katie Rosenberg, Mayor

**NOMINAL PAYMENT PARCEL
RECOMMENDATION AND APPROVAL**
REBP1897 05/2023

Owner name(s)
Atlas Apartments, LLC

Area and interest required
1,547.00 sq. ft. of Temporary Limited Easement (TLE)

Allocation

Allocation	Description	Size	Unit	Per Unit	Value (\$)
Temporary Limited Easement (TLE)	TLE Worksheet	1,547.00	Sq Ft	\$7.75	\$3,488.82

Total Allocation \$3,488.82
Rounded To \$3,500.00

The Agency will not use eminent domain authority to acquire the property if the seller chooses not to participate or if negotiations fail. Wis. Stat. s. 32.015 states, "Property may not be acquired by condemnation to establish or extend a recreational trail; a bicycle way, as defined in s. 340.01(5s); a bicycle lane, as defined in s. 340.01(5e); or a pedestrian way, as defined in s. 346.02(8)(a)."

The undersigned owner(s) further state that the decision to waive the right of an appraisal was made without undue influences or coercive action of any nature.

It is intended that the instrument of conveyance will be executed upon presentation by City of Wausau and Town of Stettin agents or representatives.

In executing this document, the undersigned affirms that he/she is duly authorized by Atlas Apartments, LLC to execute this document.

X

Signature

6-27-23

Date

Print Name & Title

Reaton M. Schultz President

X

Signature

Date

Print Name & Title

Approved for City of Wausau

For Office Use Only

Agency Approval

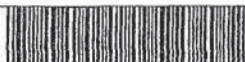
Date

Approved for Town of Stettin

7/5/2023

For Office Use Only

TIM BUTTKE, CHAIRPERSON



Q J 9 9 9 0 3 6

This instrument was drafted by
CORRE, Inc. on behalf of the City of
Wausau and Town of Stettin

Project ID
6999-09-02

Parcel No
39

Size of Temporary Limited Easement (TLE) :

1,547.00

Unit value of the unencumbered fee within the TLE:

\$ 7.75

Effective Date of the Appraisal/Date of Expanded Sales Study (mm/dd/yyyy):

1/13/2023

Expiration Date of the TLE - (mm/dd/yyyy):

12/31/2025

Term of Encumbrance of TLE:

2.9671

Annual Rental Rate

• Basic Safe Investment Rate (per year):

2.00%

• Expected Inflation Rate (per year):

6.00%

• Risk Adjustment (per year):

2.00%

Annual Yield Rate = Annual Rental Rate:

10.00%

Annual Rent for Land Within TLE:

\$ 1,198.93

Discounted Lump Sum Payment of Annual Rent

Discount Rate:

2.00%

• First Year:

\$ 1,198.93

• Second Year:

\$ 1,175.42

• Third Year:

\$ 1,114.48

• Fourth Year:

\$ -

• Fifth Year:

\$ -

• Sixth Year:

\$ -

Total Compensation for Land Within the TLE:

\$ 3,488.82

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

RESOLUTION OF THE FINANCE COMMITTEE

Approving Temporary Limited Easement at 5512 Stewart Avenue, Parcel 38, Transportation Project Plat 6999-09-02

Committee Action: Approved 5-0

Fiscal Impact: \$4,000.00

File Number: 23-0912J

Date Introduced: September 26, 2023

FISCAL IMPACT SUMMARY

COSTS	<i>Budget Neutral</i>	Yes ☐ No ☒	
	<i>Included in Budget:</i>	Yes ☒ No ☐	<i>Budget Source:</i> TID #10
	<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:</i> Increment Revenue ☐ Debt ☒ Funds on Hand ☐ Interfund Loan ☐		

RESOLUTION

WHEREAS, Stewart Avenue from 72nd Avenue to 48th Avenue is proposed to be reconstructed in 2024; and

WHEREAS, in preparation for the reconstruction project, the City must acquire the necessary real estate to construct the street in accordance with the conceptual design approved; and

WHEREAS, in order to acquire the necessary property for the approved road design, the City hired CORRE, Inc. to administer the real estate acquisitions needed for the reconstruction project; and

WHEREAS, on March 14, 2023 your Finance Committee reviewed the Offering Price Report for 5512 Stewart Avenue and recommended approval; and

WHEREAS, on September 12, 2023 your Finance Committee reviewed the offer of and recommend approving a temporary limited easement of 2,688 sq. ft. for a total of \$4,000.00 for the property at 5512 Stewart Avenue; and

WHEREAS, the property owner has accepted the offer; now therefore

BE IT RESOLVED by the Common Council of the City of Wausau that the proper City officials are hereby authorized and directed to execute the documents necessary to acquire the property interests described herein for the property at 5512 Stewart Avenue.

Approved:

Katie Rosenberg, Mayor

RE1894 01/2021 Ch. 32 Wis. Stats.

Agency Approval (Signature) Katie Rosenberg Date 3-16-2023

Print Name Katie Rosenberg

Title Mayor

TEMPORARY LIMITED EASEMENT

Exempt from fee: s. 77.25(2r) Wis. Stats.
Exempt from filing transfer form [s. 77.21(1), 77.22(1) Wis. Stats.]
RE1577 01/2023

THIS EASEMENT, made by **Juanita L. Arrowood, as Vendor, and Todd M. Wold, as Vendee** GRANTOR, conveys a temporary limited easement as described below to the **City of Wausau, GRANTEE**, for the sum of **Four Thousand and 00/100 Dollars (\$4,000.00)** for the purpose of roadway construction.

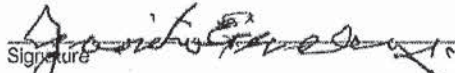
Other persons having an interest of record in the property: **Michael L. Walters, Intercity State Bank, The United States of America, Department of the Treasury-Internal Revenue Service, Aspirus Wausau Hospital, Inc.**

LEGAL DESCRIPTION IS ATTACHED AND MADE A PART OF THIS DOCUMENT BY REFERENCE.

This space is reserved for recording data

Return to
CORRE, Inc.
Attn: Kathy Rudolph
1802 Warden Street
Eau Claire, WI 54703

Parcel Identification Number/Tax Key Number
291-2907-322-0990

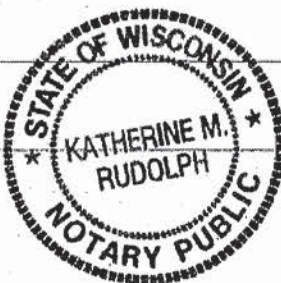
 7/20/2023
Signature Date
Juanita J Arrowood
Print Name

Signature Date

Print Name

Signature Date

Print Name

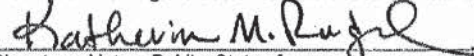


7/20/2023
Date

State of Wisconsin)
Marathon) ss.
County)

On the above date, this instrument was acknowledged before me by the named person(s).

The signer was: ☒ Physically in my presence. OR ☐ In my presence involving the use of communication technology.


Signature, Notary Public, State of

Katherine M. Rudolph
Print or Type Name, Notary Public, State of

5/19/2027
Date Commission Expires



Project ID
6999-09-02

This instrument was drafted by
Kathy Rudolph, CORRE, Inc., on behalf of the
City of Wausau

Parcel No.
38

Todd M. Wold
Signature _____ Date _____

Todd M. Wold
Print Name _____

Signature _____ Date _____

Print Name _____

Signature _____ Date _____

Print Name _____

Signature _____ Date _____

Print Name _____



7/20/23
Date _____

State of Wisconsin
Marathon) ss.
County

On the above date, this instrument was acknowledged before me by the named person(s).

Katherine M. Rudolph
Signature, Notary Public, State of Wisconsin

Katherine M. Rudolph
Print Name, Notary Public, State of Wisconsin

5/19/2027
Date Commission Expires

LEGAL DESCRIPTION

Parcel 38 of Transportation Project Plat 6999-09-02-4.06, recorded in Cabinet 3 on Page 584B as Document 1872553, recorded in Marathon County, Wisconsin.

Property interests and rights of said Parcel 38 consist of:

Temporary Limited Easement.

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

RESOLUTION OF THE FINANCE COMMITTEE

Approving Nominal Payment Parcel for a Temporary Limited Easement and Landscaping at 5601 Stewart Avenue, Parcel 18, Transportation Project Plat 6999-09-02

Committee Action: Approved 5-0

Fiscal Impact: \$900.00

File Number: 23-0912K

Date Introduced: September 26, 2023

FISCAL IMPACT SUMMARY

COSTS	<i>Budget Neutral</i>	Yes ☐ No ☒	
	<i>Included in Budget:</i>	Yes ☒ No ☐	<i>Budget Source:</i> TID #10
	<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:</i> Increment Revenue ☐ Debt ☒ Funds on Hand ☐ Interfund Loan ☐		

RESOLUTION

WHEREAS, Stewart Avenue from 72nd Avenue to 48th Avenue is proposed to be reconstructed in 2024; and

WHEREAS, in preparation for the reconstruction project, the City must acquire the necessary real estate to construct the street in accordance with the conceptual design approved; and

WHEREAS, in order to acquire the necessary property for the approved road design, the City hired CORRE, Inc. to administer the real estate acquisitions needed for the reconstruction project; and

WHEREAS, on February 28, 2023 your Finance Committee reviewed the Nominal Payment Parcel Report for the Stewart Avenue Project and recommended approval; and

WHEREAS, on September 12, 2023 your Finance Committee reviewed the offer of and recommend approving a temporary limited easement of 703 sq. ft. for \$542.11; and landscaping (5 medium bushes) for \$325.00 for a total rounded to \$900.00 for the property at 5601 Stewart Avenue; and

WHEREAS, the property owner has accepted the offer; now therefore

BE IT RESOLVED by the Common Council of the City of Wausau that the proper City officials are hereby authorized and directed to execute the documents necessary to acquire the property interests described herein for the property at 5601 Stewart Avenue.

Approved:

Katie Rosenberg, Mayor

NOMINAL PAYMENT PARCEL - WAIVER OF APPRAISAL RECOMMENDATION AND APPROVAL

RE1897 11/2022 Ch. 32 Wis. Stats.

Owner name(s)
Jeff P Webster and Lisa R Teske

Area and interest required
703.00 sq. ft. of Temporary Limited Easement (TLE)

Allocation

Allocation	Description	Size	Unit	Per Unit	Value (\$)
Temporary Limited Easement (TLE)	TLE Worksheet	703.00	Sq Ft	\$2.65	\$542.11
Other	Landscaping (5 medium bushes)			\$65.00	\$325.00

Total Allocation \$867.11
Rounded To \$900.00

The undersigned owner(s), having been fully informed of the right to have the property appraised, and to receive just compensation based upon an appraisal, have decided to waive the right to an appraisal and agree to accept settlement in the above-stated amount as full payment for the parcel stated, subject to approval by City of Wausau.

The undersigned owner(s) further state that the decision to waive the right of an appraisal was made without undue influences or coercive action of any nature.

It is intended that the instrument of conveyance will be executed upon presentation by City of Wausau agents or representatives.

x  3-10-23
Owner Signature Date
Jeff P Webster

x  3-10-23
Owner Signature Date
Lisa R Teske

Approved for City of Wausau

For Office Use Only

Agency Approval

Date



Q J 9 9 8 9 5 3

This instrument was drafted by
CORRE, Inc. on behalf of the City of
Wausau

Project ID
6999-09-02

Parcel No
18

Size of Temporary Limited Easement (TLE)

703.00

Unit value of the unencumbered fee within the TLE:

\$ 2.65

Effective Date of the Appraisal/Date of Expanded Sales Study (mm/dd/yyyy):

1/13/2023

Expiration Date of the TLE - (mm/dd/yyyy):

12/31/2025

Term of Encumbrance of TLE:

2.9671

Annual Rental Rate

• Basic Safe Investment Rate (per year):

2.00%

• Expected Inflation Rate (per year):

6.00%

• Risk Adjustment (per year):

2.00%

Annual Yield Rate = Annual Rental Rate:

10.00%

Annual Rent for Land Within TLE:

\$ 186.30

Discounted Lump Sum Payment of Annual Rent

Discount Rate:

2.00%

• First Year:

\$ 186.30

• Second Year:

\$ 182.64

• Third Year:

\$ 173.17

• Fourth Year:

\$ -

• Fifth Year:

\$ -

• Sixth Year:

\$ -

Total Compensation for Land Within the TLE:

\$ 542.11

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

RESOLUTION OF THE FINANCE COMMITTEE

Approving Nominal Payment Parcel for a Temporary Limited Easement at 5801 Stewart Avenue, Parcel 19, Transportation Project Plat 6999-09-02

Committee Action: Approved 5-0

Fiscal Impact: \$1,250.00

File Number: 23-0912L

Date Introduced: September 26, 2023

FISCAL IMPACT SUMMARY

COSTS	<i>Budget Neutral</i>	Yes ☐ No ☒	
	<i>Included in Budget:</i>	Yes ☒ No ☐	<i>Budget Source:</i> TID #10
	<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, Stewart Avenue from 72nd Avenue to 48th Avenue is proposed to be reconstructed in 2024; and

WHEREAS, in preparation for the reconstruction project, the City must acquire the necessary real estate to construct the street in accordance with the conceptual design approved; and

WHEREAS, in order to acquire the necessary property for the approved road design, the City hired CORRE, Inc. to administer the real estate acquisitions needed for the reconstruction project; and

WHEREAS, on February 28, 2023 your Finance Committee reviewed the Nominal Payment Parcel Report for the Stewart Avenue Project and recommended approval; and

WHEREAS, on September 12, 2023 your Finance Committee reviewed the offer of and recommend approving a temporary limited easement of 2,038 sq. ft. for \$1,245.41 for a total rounded to \$1,250.00 for the property at 5801 Stewart Avenue; and

WHEREAS, the property owner has accepted the offer; now therefore

BE IT RESOLVED by the Common Council of the City of Wausau that the proper City officials are hereby authorized and directed to execute the documents necessary to acquire the property interests described herein for the property at 5801 Stewart Avenue.

Approved:

Katie Rosenberg, Mayor

NOMINAL PAYMENT PARCEL - WAIVER OF APPRAISAL RECOMMENDATION AND APPROVAL

RE1897 11/2022 Ch. 32 Wis. Stats.

Owner name(s)
Margaret E. Schlais Trust Dated November 21, 2003

Area and interest required
2,038.00 sq. ft. of Temporary Limited Easement (TLE)

Allocation

Allocation	Description	Size	Unit	Per Unit	Value (\$)
Temporary Limited Easement (TLE)	TLE Worksheet	2,038.00	Sq Ft	\$2.10	\$1,245.41

Total Allocation \$1,245.41
Rounded To \$1,250.00

The undersigned owner(s), having been fully informed of the right to have the property appraised, and to receive just compensation based upon an appraisal, have decided to waive the right to an appraisal and agree to accept settlement in the above-stated amount as full payment for the parcel stated, subject to approval by City of Wausau.

The undersigned owner(s) further state that the decision to waive the right of an appraisal was made without undue influences or coercive action of any nature.

It is intended that the instrument of conveyance will be executed upon presentation by City of Wausau agents or representatives.

In executing this document, the undersigned certifies and affirms that he/she is the duly appointed trustee of the **Margaret E. Schlais Trust dated November 21, 2003**, and that he/she has the authority to execute this instrument on behalf of the trust.

John R Schlais 24/July/2023
Signature Date
JOHN R SCHLAIS - TRUSTEE
Print Name

X
Signature Date
Print Name

Approved for City of Wausau

For Office Use Only

Agency Approval

Date



Q J 9 9 8 9 5 5

This instrument was drafted by
CORRE, Inc. on behalf of the City of
Wausau

Project ID
6999-09-02

Parcel No
19

Size of Temporary Limited Easement (TLE)

2,038.00

Unit value of the unencumbered fee within the TLE:

\$ 2.10

Effective Date of the Appraisal/Date of Expanded Sales Study (mm/dd/yyyy):

1/13/2023

Expiration Date of the TLE - (mm/dd/yyyy):

12/31/2025

Term of Encumbrance of TLE:

2.9671

Annual Rental Rate

• Basic Safe Investment Rate (per year):

2.00%

• Expected Inflation Rate (per year):

6.00%

• Risk Adjustment (per year):

2.00%

Annual Yield Rate = Annual Rental Rate:

10.00%

Annual Rent for Land Within TLE:

\$ 427.98

Discounted Lump Sum Payment of Annual Rent

Discount Rate:

2.00%

• First Year:

\$ 427.98

• Second Year:

\$ 419.59

• Third Year:

\$ 397.84

• Fourth Year:

\$ -

• Fifth Year:

\$ -

• Sixth Year:

\$ -

Total Compensation for Land Within the TLE:

\$ 1,245.41

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

RESOLUTION OF THE FINANCE COMMITTEE

Approving Nominal Payment Parcel for a Temporary Limited Easement and New Highway Right-of-Way Fee at 6701 Stewart Avenue, Parcel 8, Transportation Project Plat 6999-09-02

Committee Action: Approved 5-0

Fiscal Impact: \$2,800.00

File Number: 23-0912M

Date Introduced: September 26, 2023

FISCAL IMPACT SUMMARY

COSTS	<i>Budget Neutral</i>	Yes ☐ No ☒	
	<i>Included in Budget:</i>	Yes ☒ No ☐	<i>Budget Source:</i> TID #10
	<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:</i> Increment Revenue ☐ Debt ☒ Funds on Hand ☐ Interfund Loan ☐		

RESOLUTION

WHEREAS, Stewart Avenue from 72nd Avenue to 48th Avenue is proposed to be reconstructed in 2024; and

WHEREAS, in preparation for the reconstruction project, the City must acquire the necessary real estate to construct the street in accordance with the conceptual design approved; and

WHEREAS, in order to acquire the necessary property for the approved road design, the City hired CORRE, Inc. to administer the real estate acquisitions needed for the reconstruction project; and

WHEREAS, on February 28, 2023 your Finance Committee reviewed the Nominal Payment Parcel Report for the Stewart Avenue Project and recommended approval; and

WHEREAS, on September 12, 2023 your Finance Committee reviewed the offer of and recommend approving a temporary limited easement of 3,135 sq. ft. for \$1,915.77; and a new highway right-of-way fee of 406 sq. ft. for \$852.60 for a total rounded to \$2,800.00 for the property at 6701 Stewart Avenue; and

WHEREAS, the property owner has accepted the offer; now therefore

BE IT RESOLVED by the Common Council of the City of Wausau that the proper City officials are hereby authorized and directed to execute the documents necessary to acquire the property interests described herein for the property at 6701 Stewart Avenue.

Approved:

Katie Rosenberg, Mayor

NOMINAL PAYMENT PARCEL - WAIVER OF APPRAISAL RECOMMENDATION AND APPROVAL

RE1897 11/2022 Ch. 32 Wis. Stats.

Owner name(s) WTH 9, LLC	Area and interest required 3,135.00 sq. ft. of Temporary Limited Easement (TLE), 406.00 sq. ft. of New Highway Right of Way (FEE)
-----------------------------	---

Allocation

Allocation	Description	Size	Unit	Per Unit	Value (\$)
Temporary Limited Easement (TLE)	TLE Worksheet	3,135.00	Sq Ft	\$2.10	\$1,915.77
New Highway Right of Way (FEE)		406.00	Sq Ft	\$2.10	\$852.60

Total Allocation \$2,768.37
Rounded To \$2,800.00

The undersigned owner(s), having been fully informed of the right to have the property appraised, and to receive just compensation based upon an appraisal, have decided to waive the right to an appraisal and agree to accept settlement in the above-stated amount as full payment for the parcel stated, subject to approval by City of Wausau.

The undersigned owner(s) further state that the decision to waive the right of an appraisal was made without undue influences or coercive action of any nature.

It is intended that the instrument of conveyance will be executed upon presentation by City of Wausau agents or representatives.

In executing this document, the undersigned affirms that he/she is duly authorized by WTH 9, LLC to execute this document.

x Mark J. Milanowski 3/20/2023
Signature Date
Mark J. Milanowski - As Agent
Print Name & Title

x NA
Signature Date
NA
Print Name & Title

Approved for City of Wausau

For Office Use Only

Agency Approval Date



Q J 9 9 8 9 0 7

This instrument was drafted by
CORRE, Inc. on behalf of the City of
Wausau

Project ID
6999-09-02

Parcel No
8

Size of Temporary Limited Easement (TLE)
Unit value of the unencumbered fee within the TLE:
Effective Date of the Appraisal/Date of Expanded Sales Study (mm/dd/yyyy):
Expiration Date of the TLE - (mm/dd/yyyy):
Term of Encumbrance of TLE:

	3,135.00
\$	2.10
	1/13/2023
	12/31/2025
	2.9671

Annual Rental Rate

- Basic Safe Investment Rate (per year):
- Expected Inflation Rate (per year):
- Risk Adjustment (per year):

	2.00%
	6.00%
	2.00%

Annual Yield Rate = Annual Rental Rate:

10.00%

Annual Rent for Land Within TLE:

\$ 658.35

Discounted Lump Sum Payment of Annual Rent

Discount Rate:

	2.00%
--	-------

- First Year:
- Second Year:
- Third Year:
- Fourth Year:
- Fifth Year:
- Sixth Year:

\$	658.35
\$	645.44
\$	611.98
\$	-
\$	-
\$	-

Total Compensation for Land Within the TLE:

\$ 1,915.77

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

RESOLUTION OF THE FINANCE COMMITTEE

Approving Nominal Payment Parcel for a Temporary Limited Easement at 6815 Stewart Avenue, Parcel 9, Transportation Project Plat 6999-09-02

Committee Action: Approved 5-0

Fiscal Impact: \$1,100.00

File Number: 23-0912O

Date Introduced: September 26, 2023

FISCAL IMPACT SUMMARY

COSTS	Budget Neutral	Yes ☐ No ☒	
	Included in Budget:	Yes ☒ No ☐	Budget Source: TID #10
	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, Stewart Avenue from 72nd Avenue to 48th Avenue is proposed to be reconstructed in 2024; and

WHEREAS, in preparation for the reconstruction project, the City must acquire the necessary real estate to construct the street in accordance with the conceptual design approved; and

WHEREAS, in order to acquire the necessary property for the approved road design, the City hired CORRE, Inc. to administer the real estate acquisitions needed for the reconstruction project; and

WHEREAS, on February 28, 2023 your Finance Committee reviewed the Nominal Payment Parcel Report for the Stewart Avenue Project and recommended approval; and

WHEREAS, on September 12, 2023 your Finance Committee reviewed the offer of and recommend approving a temporary limited easement of 1,746 sq. ft. for \$1,066.97 for a total rounded to \$1,100.00 for the property at 6815 Stewart Avenue; and

WHEREAS, the property owner has accepted the offer; now therefore

BE IT RESOLVED by the Common Council of the City of Wausau that the proper City officials are hereby authorized and directed to execute the documents necessary to acquire the property interests described herein for the property at 6815 Stewart Avenue.

Approved:

Katie Rosenberg, Mayor

**NOMINAL PAYMENT PARCEL - WAIVER OF APPRAISAL
RECOMMENDATION AND APPROVAL**

RE1897 11/2022 Ch. 32 Wis. Stats.

Owner name(s) Brian Luedke Properties, LLC	Area and interest required 1,746.00 sq. ft. of Temporary Limited Easement (TLE)
---	--

Allocation

Allocation	Description	Size	Unit	Per Unit	Value (\$)
Temporary Limited Easement (TLE)	TLE Worksheet	1,746.00	Sq Ft	\$2.10	\$1,066.97

Total Allocation \$1,066.97
Rounded To \$1,100.00

The undersigned owner(s), having been fully informed of the right to have the property appraised, and to receive just compensation based upon an appraisal, have decided to waive the right to an appraisal and agree to accept settlement in the above-stated amount as full payment for the parcel stated, subject to approval by City of Wausau.

The undersigned owner(s) further state that the decision to waive the right of an appraisal was made without undue influences or coercive action of any nature.

It is intended that the instrument of conveyance will be executed upon presentation by City of Wausau agents or representatives.

In executing this document, the undersigned affirms that he/she is duly authorized by **Brian Luedke Properties, LLC** to execute this document.

X  3/14/2023
Signature Date
Brian Luedke / Member
Print Name & Title

X _____
Signature Date

Print Name & Title

Approved for City of Wausau

For Office Use Only

Agency Approval Date



This instrument was drafted by
CORRE, Inc. on behalf of the City of
Wausau

Project ID
6999-09-02

Parcel No
9

Size of Temporary Limited Easement (TLE)

1,746.00

Unit value of the unencumbered fee within the TLE:

\$ 2.10

Effective Date of the Appraisal/Date of Expanded Sales Study (mm/dd/yyyy):

1/13/2023

Expiration Date of the TLE - (mm/dd/yyyy):

12/31/2025

Term of Encumbrance of TLE:

2.9671

Annual Rental Rate

• Basic Safe Investment Rate (per year):

2.00%

• Expected Inflation Rate (per year):

6.00%

• Risk Adjustment (per year):

2.00%

Annual Yield Rate = Annual Rental Rate:

10.00%

Annual Rent for Land Within TLE:

\$ 366.66

Discounted Lump Sum Payment of Annual Rent

Discount Rate:

2.00%

• First Year:

\$ 366.66

• Second Year:

\$ 359.47

• Third Year:

\$ 340.84

• Fourth Year:

\$ -

• Fifth Year:

\$ -

• Sixth Year:

\$ -

Total Compensation for Land Within the TLE:

\$ 1,066.97

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

RESOLUTION OF THE FINANCE COMMITTEE

Approving Nominal Payment Parcel for a Permanent Limited Easement, a Temporary Limited Easement and New Highway Right-of-Way Fee at 7100 Stewart Avenue, Parcel 6, Transportation Project Plat 6999-09-02

Committee Action: Approved

Fiscal Impact: \$7,450.00

File Number: 23-0912P

Date Introduced: September 26, 2023

FISCAL IMPACT SUMMARY

COSTS	<i>Budget Neutral</i>	Yes ☐ No ☒	
	<i>Included in Budget:</i>	Yes ☒ No ☐	<i>Budget Source:</i> TID #10
	<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, Stewart Avenue from 72nd Avenue to 48th Avenue is proposed to be reconstructed in 2024; and

WHEREAS, in preparation for the reconstruction project, the City must acquire the necessary real estate to construct the street in accordance with the conceptual design approved; and

WHEREAS, in order to acquire the necessary property for the approved road design, the City hired CORRE, Inc. to administer the real estate acquisitions needed for the reconstruction project; and

WHEREAS, on February 28, 2023 your Finance Committee reviewed the Nominal Payment Parcel Report for the Stewart Avenue Project and recommended approval; and

WHEREAS, on September 12, 2023 your Finance Committee reviewed the offer of and recommend approving a permanent limited easement of 63 sq. ft. for \$50.40; a temporary limited easement of 3,247 sq. ft. for \$755.89; and a new highway right-of-way fee of 8,254 sq. ft. for \$6,603.20 for a total rounded to \$7,450 for the property at 7100 Stewart Avenue; and

WHEREAS, the property owner has accepted the offer; now therefore

BE IT RESOLVED by the Common Council of the City of Wausau that the proper City officials are hereby authorized and directed to execute the documents necessary to acquire the property interests described herein for the property at 7100 Stewart Avenue.

Approved:

Katie Rosenberg, Mayor

**NOMINAL PAYMENT PARCEL
RECOMMENDATION AND APPROVAL**
REBP1897 05/2023

Owner name(s)
Badger Housing Associates III

Area and interest required
8,254.00 sq. ft. of New Highway Right of Way (FEE), 63.00 sq. ft. of
Permanent Limited Easement (PLE), 3,247.00 sq. ft. of Temporary
Limited Easement (TLE)

Allocation

Allocation	Description	Size	Unit	Per Unit	Value (\$)
New Highway Right of Way (FEE)		8,254.00	Sq Ft	\$0.80	\$6,603.20
Permanent Limited Easement (PLE)		63.00	Sq Ft	\$0.80	\$50.40
Temporary Limited Easement (TLE)	TLE Worksheet	3,247.00	Sq Ft	\$0.80	\$755.89

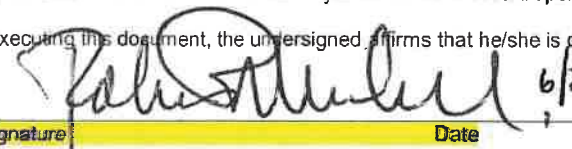
Total Allocation \$7,409.49
Rounded To \$7,450.00

The Agency will not use eminent domain authority to acquire the property if the seller chooses not to participate or if negotiations fail. Wis. Stat. s. 32.015 states, "Property may not be acquired by condemnation to establish or extend a recreational trail; a bicycle way, as defined in s. 340.01(5s); a bicycle lane, as defined in s. 340.01(5e); or a pedestrian way, as defined in s. 346.02(8)(a)."

The undersigned owner(s) further state that the decision to waive the right of an appraisal was made without undue influences or coercive action of any nature.

It is intended that the instrument of conveyance will be executed upon presentation by City of Wausau agents or representatives.

In executing this document, the undersigned affirms that he/she is duly authorized by **Badger Housing Associates III** to execute this document.

X		X	
Signature	Date	Signature	Date
Robert P Merkel Managing Member			
Print Name & Title		Print Name & Title	

Approved for City of Wausau

For Office Use Only

Agency Approval

Date



Q J 9 9 8 9 0 3

This instrument was drafted by
CORRE, Inc. on behalf of the City of
Wausau

Project ID
6999-09-02

Parcel No
6

Size of Temporary Limited Easement (TLE)	3,247.00
Unit value of the unencumbered fee within the TLE:	\$ 0.80
Effective Date of the Appraisal/Date of Expanded Sales Study (mm/dd/yyyy):	1/13/2023
Expiration Date of the TLE - (mm/dd/yyyy):	12/31/2025
Term of Encumbrance of TLE:	2.9671

Annual Rental Rate

Basic Safe Investment Rate (per year):	2.00%
Expected Inflation Rate (per year):	6.00%
Risk Adjustment (per year):	2.00%
Annual Yield Rate = Annual Rental Rate:	10.00%
Annual Rent for Land Within TLE:	\$ 259.76

Discounted Lump Sum Payment of Annual Rent

Discount Rate:	2.00%
First Year:	\$ 259.76
Second Year:	\$ 254.67
Third Year:	\$ 241.46
Fourth Year:	\$ -
Fifth Year:	\$ -
Sixth Year:	\$ -
Total Compensation for Land Within the TLE:	\$ 755.89

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

RESOLUTION OF THE FINANCE COMMITTEE

Approving contract with Axon Enterprise, Inc. for public safety software suite of services including body worn and in-squad cameras, tasers, interview room recording and digital evidence management and storage

Committee Action: Approved 3-0

Fiscal Impact: \$2,336,366.88 for the ten-year contract

File Number: 18-1206

Date Introduced: September 26, 2023

FISCAL IMPACT SUMMARY

COSTS	<i>Budget Neutral</i>	Yes ☐ No ☒	
	<i>Included in Budget:</i>	Yes ☐ No ☒	<i>Budget Source</i>
	<i>One-time Costs:</i>	Yes ☐ No ☒	<i>Amount:</i>
	<i>Recurring Costs:</i>	Yes ☒ No ☐	<i>Amount: aprox \$233,636 per year for 10 years</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, your Common Council, on December 11, 2018, approved entering into a Master Services and Purchasing Agreement with Axon Enterprise, Inc. which consolidated several existing contracts for ease of contract management; and

WHEREAS, the existing contract expires December 15, 2023, and the City wishes to enter into a ten-year contract for body worn and in-squad cameras, tasers, interview room recording and digital evidence management and storage for a total of \$2,336,366.88; and

WHEREAS, your Finance Committee, at their July 25, 2023 meeting, discussed and recommended entering into a ten-year contract with a fixed annual price of \$233,636.68 with Axon Enterprise, Inc.

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 enter into a contract in substantial compliance with the terms in the attached Master Services and Purchasing Agreement with Axon Enterprise, Inc. for a term of ten years in the amount of \$2,336,366.88.

Approved:

Katie Rosenberg, Mayor

FINANCE COMMITTEE

Date and Time: Tuesday, July 25, 2023 @ 5:30 p.m., Council Chambers

Members Present: Michael Martens, Carol Lukens, and Doug Diny

Members Excused/Absent: Sarah Watson, and Lisa Rasmussen

Others Present: Maryanne Groat, Ben Bliven, Matt Barnes, Melinda Pauls, Todd Baeten, Robert Barteck, Eric Lindman, Dustin Kraege, Liz Brodek, Randy Fifrick, Kaitlyn Bernarde, Kody Hart

Discussion and possible action regarding the proposed Axon contract for Public Safety Software Suite of Services including body worn and in-squad cameras, tasers, interview room recording and digital evidence management and storage and related budget impacts.

Captain Baeten provided context and details on the proposed contract. The Police Department is already a customer of Axon for tasers and body cameras. This would update the contract once the current contract expires at the end of this year to also include in-squad cameras, interview room recording, and digital evidence management and storage. An RFP was put out for these services and upon review, Axon was the best choice. The new contract would be on a ten-year term at a rate of approximately \$275,000 a year.

Diny questioned if more training would need to be conducted to take on this new equipment and evidence management and storage. It was stated that the time savings the management system would provide would offset the training time costs and provide opportunities for more efficiencies. Diny questioned how this was funded in the past. It was stated that the current and expiring contract was approximately \$120,000 a year. The ten-year contract should realize significant savings and agreeing to a long-term contract can ensure a year-by-year rate does not increase.

Martens questioned if these are separate agreements for each item or a bundled agreement for all the outlined services. It was stated that tasers were separated out in the outlined agreement to carry out the RFP process.

Diny questioned if the Finance Director agreed the terms of the contract. Director Groat concurred agreement with the terms of the contract.

Motion by Diny, second by Lukens to approve. Motion carried 3-0.



Office of the City Attorney

TEL: (715) 261-6590

FAX: (715) 261-6808

Anne L. Jacobson
City Attorney

Tara G. Alfonso
Assistant City Attorney

Tegan Troutner
Assistant City Attorney

STAFF MEMO

TO: Mayor Rosenberg
Common Council Members

FROM: Anne Jacobson, City Attorney

DATE: September 18, 2023

RE: Consolidated AXON Contract

On December 11, 2018, the Common Council approved a Master Services and Purchasing Agreement ("MSPA"), and consolidating various contracts then in existence between Axon Enterprise, Inc. ("Axon") and the City of Wausau, on behalf of the Police Department (all set to expire in 2021, except Tasers).

In 2019, in exchange for a \$10,000 discount, the MSPA was extended from 2019 to 2023.

The current Master Services and Purchasing Agreement expires December 15, 2023.

According to a staff memo at that time, there were 5 individual contracts with Axon, set to expire in 2019, all of which were extended to December 15, 2023:

1. Initial Body Worn Cameras – 5 year contract initiated 5/16 - \$51,228/year
(3 added in extension)
2. Lieutenant Body Worn Cameras – 4 year contract initiated 1/17 - \$9,456/year
3. Squad Cameras – 3 year contract initiated 1/18 - \$29,112/year
4. Interview Room Cameras – 3 year contract initiated 1/18 - \$5,452/year
5. Tasers – 5 year contract beginning 1/19 - \$18,650/year

The total annual cost for these contracts was \$113,898 in 2019, and by adding three body cameras, brought the total annual cost for 2019 to \$117,904.

The proposed ten year contract locks in rates for 120 months, or 10 years, at an annual cost of \$233,636.68, with a total savings over the ten year period of \$437,174.52.

A Request for Proposal was published and the City received two responses, one of which was from Axon, the current provider.

On July 25, 2023, the Finance Committee reviewed the Axon proposal and recommended entering into a ten-year contract for a total of \$2,336,366.88 and related budget impacts.



Wausau Police Department

515 Grand Ave

Wausau, WI 54403

Ph. 715-261-7800

MEMORANDUM

TO: City of Wausau Finance Committee
FROM: Captain Todd Baeten – Wausau Police Department
DATE: July 19, 2023
SUBJECT: Public Safety Software Suite – RFP Process

INTRODUCTION

The Wausau Police Department has been a customer of Axon Enterprise, Inc. for many years as our Conducted Energy Weapon (CEW) vendor (i.e., Tasers). In summer of 2016, we added body worn cameras to our contract with Axon, followed by in-squad cameras and interview room recording some time later.

Our current contract with Axon is set to expire at the end of 2024. Under our existing contract (2018 quoted prices), we have been paying approximately \$117,000/year for body cameras, squad cameras, interview rooms, Tasers, and digital evidence storage/management. Pricing for those services have approximately doubled in the intervening years. In keeping with the City of Wausau procurement practices, a Request for Proposals (RFP) was put together and published, seeking proposals from prospective vendors to provide a comprehensive solution for our public safety technology needs. The RFP stipulated that body worn cameras, in-squad cameras (including Automatic License Plate Recognition - ALPR), interview room A/V recording, and digital evidence management be included in any submitted proposals. The RFP also indicated that 5-year and 10-year contracts were preferred.

PROCESS

- RFP Committee Assembled
 - Capt. Todd Baeten, Capt. Melinda Pauls, Lt. Nathan Cihlar, Lt. Matt Van Lieshout, Ofc. Mike Horejs, Amanda Goetsch – Records/Admin, Tracy Marchel – CCITC, Kylie Marchel – LE Computer Technician.
- RFP Document Created and Published
 - Committee members discussed desired camera specifications, needed features for Digital Evidence Management System (DEMS), and peripheral add-ons from vendor to enhance efficiency and ease of use. This information was compiled into a document along with department information and proposal submission requirements for prospective vendors.
 - The RFP document was then published May 5, 2023, and given a window of one month for proposals to be received.
- Scoring Rubric Developed
 - The RFP Committee developed a scoring rubric containing the following categories:
 - Body Camera Camera/Docking Station Functionality, In-Squad Camera Functionality, Digital Evidence Management System (DEMS) Functionality, Evidence Sharing Capability and Redaction Software Functionality, Integrated Software Utilities/Applications (via smartphone, etc.) Functionality, Overall Value

Benjamin Bliven
Chief

Matthew Barnes
Deputy Chief

Todd Baeten
Patrol Captain

Benjamin Graham
Detective Captain

Melinda Pauls
Administrative Captain



Wausau Police Department

515 Grand Ave

Wausau, WI 54403

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- A maximum of 25 points was achievable for each category, resulting in a total of 175 points being possible.
- Two vendors submitted proposals.
 - Axon Enterprise, Inc.
 - Utility Associates, Inc.
- RFP Committee Visited Marathon County Sheriff's Office on June 26, 2023
 - The Marathon Sheriff's Office currently contracts with Utility for BWC, in-squad cameras, and DEMS. The RFP Committee reached out the Sheriff's Office to see if we could visit with a couple of their staff to learn more about the Utility product line.
- Vendor Presentations
 - On July 12, 2023, representatives from both Axon and Utility were given the opportunity to present to the RFP committee. Both vendors sent representatives and highlighted their products' features and answered questions from committee members.
- Scoring of Proposals
 - RFP Committee met on July 18, 2023, to score each proposal.
 - Axon – 173
 - Utility – 135

RECOMMENDATION

Following the scoring of both proposals, the committee recommends reentering in a contract with Axon Enterprise, Inc. for a period of 10 years. As stated earlier, the pricing for these public safety technology services has approximately doubled in the past 5 years. By entering a 10-year contract, we hope to realize significant cost savings by locking in current pricing for an extended amount of time.

When factoring in the costs associated with transferring our existing digital evidence from Axon's cloud servers and storing it on Utility's servers (approximately 275 TB), and the unbundled pricing we would face for a separate contract for Tasers with Axon (Utility does not offer a comparable Conducted Energy Weapon), moving away from Axon would not be financially sound. This, coupled with Axon's additional offerings (bundled pricing, integrated software applications, partnerships with additional vendors, future product development potential, etc.) make staying with Axon the recommended choice.

We are asking the Finance Committee to approve the city entering into a contract with Axon Enterprise, Inc. following negotiations for a 10-year contract to provide a Public Safety Software Suite of Services. This will include body worn and in-squad cameras, Tasers, interview room recording, and digital evidence management and storage. Pricing information from Axon for a 10-year contract including Tasers (model T10) is approximately \$2,357,079.

FISCAL IMPACT

A 10-year contract with Axon Enterprise, Inc. for a Public Safety Software Suite would cost an estimated \$235,708/year. This cost is approximately 44% less than the pricing provided by Utility.

ATTACHMENTS: Original RFP document, scoring rubric, proposal from Axon Enterprise, Inc.

Benjamin Bliven
Chief

Matthew Barnes
Deputy Chief

Todd Bacten
Police Captain

Benjamin Graham
Detective Captain

Melinda Pauls
Assistant Chief

AXON	Highly Advantageous (23-25)	Advantageous (22-20)	Not Advantageous (17-19)	Unacceptable (14-16)	Score
Body Worn Camera/Docking Station Functionality - Based on the responses to the body worn camera/ docking station specifications and responses to how the vendor body worn cameras integrate with other software and hardware.	Meets all body worn camera and docking station specifications; vendor offers hardware and software that operate within the same system and leverage like technology.	Meets most body worn camera and docking station specifications; vendor offers hardware and software that operate within the same system and leverage like technology	Meets few of body worn camera and docking station specifications; vendor does not offer hardware and software that operate within the same system and leverage like technology	Does not meet the body worn camera specifications and does not offer hardware and software that operate within the same system and leverage like technology	25
In-squad Camera Functionality - Based on the responses to the in-squad specifications and responses to how the vendor body worn cameras integrate with other software and hardware.	Meets all in-squad camera specifications; vendor offers hardware and software that operate within the same system and leverage like technology. Front camera ALPR capabilities integrate with Flock Safety stationary cameras	Meets most in-squad camera specifications; vendor offers hardware and software that operate within the same system and leverage like technology. Front camera ALPR capabilities integrate with Flock Safety stationary cameras	Meets few in-squad camera and docking station specifications; vendor does not offer hardware and software that operate within the same system and leverage like technology. Front camera ALPR capabilities do not integrate with Flock Safety	Does not meet in-squad camera specifications and does not offer hardware and software that operate within the same system and leverage like technology.	25
Digital Evidence Management System (DEMS) Functionality - Based on the responses to Digital Evidence Management System (DEMS) specifications.	Digital Evidence Management system comprehensively meets the City's needs; DEMS solution is CJIS compliant; DEMS can integrate with the agency's CAD and RMS system to automatically add metadata/file tagging to evidence videos.	Digital Evidence Management system adequately meets the City's needs; DEMS solution is CJIS compliant and can integrate with the agency's CAD and RMS system to automatically add metadata/file tagging to evidence videos.	Digital Evidence Management system adequately meets the City's needs; DEMS solution is CJIS compliant but cannot integrate with the agency's CAD and RMS system to automatically add metadata/file tagging to evidence videos	Digital Evidence Management System does not address the City's needs; DEMS is not CJIS compliant and cannot integrate with agency's CAD & RMS system to automatically add metadata/file tagging to evidence videos.	25
Customer Service, Product Support, and Continuity of Services - Based on response to maintenance/support program requirements, demonstrated commitment to continued product improvement, and vendor references	Guaranteed response time and other support features exceed industry standards; demonstrated commitment to continued product improvement.	Guaranteed response time and other features meet industry standards; demonstrates commitment to continuous product improvement.	Guaranteed response time and other features meet industry standards but no demonstrated commitment to continuous product improvement.	Guaranteed response time and other features do not meet industry standards	24

	Highly Advantageous (23-25)	Advantageous (22-20)	Not Advantageous (17-19)	Unacceptable (14-16)	Score
Evidence Sharing Capability and Redaction Software Functionality – Based on overall functionality of DEMS redaction software and and filesharing (including masking, blurring, and auto features, etc.)	Robust redaction tools within DEMS (masking, blurring, etc.), allowing for evidence to be easily redacted & extracted; simplified sharing functionality to fulfill requests for records and to share evidence with department partners via emailed download links, etc.	Moderately developed redaction tools within DEMS (masking, blurring, etc.) allowing for evidence to be redacted & extracted; sharing of evidence with department partner and for request for records is simple, utilizing emailed download links, etc.	Basic redaction within DEMS and/or complicated functionality; only basic evidence sharing is supported via downloading evidence onto external media storage, such as USB drives, DVD's, etc.	Third-party redaction studio required to complete evidence redactions; only basic evidence sharing is supported via downloading evidence onto external media storage, such as USB drives, DVD's, etc.	25
Integrated Software Utilities/Applications (via smartphone, etc.) Functionality – Based on variety of options, convenience & efficiency offered, and fostering of community engagement.	Good variety of software utilities, etc. that increase officer efficiency and engage community members; utilities readily interface with DEMS, providing a seamless experience for department users and citizens alike.	A few options of software utilities, offering convenience and efficiency to department users' work and benefiting citizen engagement.	Minimal software utilities that provide some integrated functionality and limited convenience to department users. No discernible community engagement benefits.	No software utility options beyond basic camera and DEMS integration. No additional benefit to user efficiency or community engagement.	25
Overall Value – Based on contract pricing, length, and terms in conjunction with overall product offerings and vendor's ability to meet the needs and specifications outlined in the RFP, including product warranty conditions, bundled services, hardware upgrade offerings, future product developments, vendor references, etc.	High value and ROI when factoring in overall product offerings and planned future integrations, warranty conditions, bundled services, hardware upgrade options, vendor references, contract length offerings, etc.	Good overall value when factoring in product offerings and planned future integrations, warranty conditions, bundled services, hardware upgrade options, vendor references, contract length offerings, etc.	Moderate value when factoring in product offerings and planned future integrations, warranty conditions, bundled services, hardware upgrade options, vendor references, contract length offerings.	Low value when considering capital outlay and products/services received. Limited or short-term contract options. No bundled pricing options. Minimal or no hardware warranty or upgrade options.	24
TOTAL SCORE					173

OFFICIAL PROCEEDINGS OF THE WAUSAU COMMON COUNCIL
held on Tuesday, December 11, 2018 at City Hall. Mayor Robert Mielke presiding.

Item # 121813

18-1206 Police Dept

12/11/2018 8:29:31 PM

Motion by Neal, second by Smith to adopt a Resolution of the Finance Committee Approving a Master Services and Purchasing Agreement, consolidating various contracts now in existence, between Axon and the City of Wausau (Police Department)

Yes Votes: 10

No Votes: 0

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	Nutting, David	NV
4	Neal, Tom	YES
5	Gisselman, Gary	YES
6	McElhaney, Becky	YES
7	Rasmussen, Lisa	YES
8	Kellbach, Karen	YES
9	Herbst, Dawn	YES
10	Thao, Mary	YES
11	Smith, Dennis	YES

FINANCE COMMITTEE

Date and Time: Tuesday, July 25, 2023 @ 5:30 p.m., Council Chambers

Members Present: Michael Martens, Carol Lukens, and Doug Diny

Members Excused/Absent: Sarah Watson, and Lisa Rasmussen

Others Present: Maryanne Groat, Ben Bliven, Matt Barnes, Melinda Pauls, Todd Baeten, Robert Barteck, Eric Lindman, Dustin Kraege, Liz Brodek, Randy Fifrick, Kaitlyn Bernarde, Kody Hart

In compliance with Wis. Stat. § 19.84, notice of this meeting was duly posted and sent to the *Wausau Daily Herald* in the proper manner.

Noting the presence of a quorum, at approximately 5:35 p.m., Vice Chairperson Martens called the meeting to order.

Minutes of the previous meeting(s): (7/11/2023)

Motion by Diny, seconded by Lukens, to approve the minutes. Motion carried 3-0.

Discussion and possible action regarding ARPA funding requests and related budget modification

Martens stated that this item was in regard to the 700 Grand Ave. storm sewer rerouting infrastructure project.

Diny expressed a concern about approving this infrastructure project regardless of if the redevelopment project on this site would move forward. Randy Fifrick, Economic Development Manager, stated that the infrastructure project should move forward in order for the redevelopment project to begin. It was stated that regardless of if this particular redevelopment project proceeds, any redevelopment of that site would require the storm sewer rerouting.

Lukens requested that action on this item be moved to the next meeting of the Finance Committee to allow for ARPA scoring to be completed by all committee members.

Motion by Diny, seconded by Lukens, to approve postpone this item to the next meeting. Motion carried 3-0.

Discussion and possible action approving a State Municipal Agreement (SMA) for funding from the DOT through the Carbon Reduction Program (CRP)

Eric Lindman, Director of Public Works & Utilities, explained the terms of the agreements in securing funding for LED lighting and remote controlling on city roads. ARPA funding was already allocated for this LED lighting and remote controlling, this would reimburse that cost.

Motion by Lukens, seconded by Diny, to approve. Motion carried 3-0.

Discussion and possible action approving budget modification for the Street Seal Coat project

Martens stated that this was a budget modification to move funds from the asphalt overlay budget to the seal coating budget to finish seal coating projects. Martens questioned the durability of the soy-based seal coating specifically on Townline Road. It was stated that the durability is good based on the usage of the product by other municipalities. Martens asked if there was a savings in using the soy-based product. It was stated that there was no cost savings but that the soy-based product was being utilized as an environmentally friendly seal coating.

Motion by Diny, seconded by Lukens to approve. Motion carried 3-0.

Discussion and possible action regarding the proposed Axon contract for Public Safety Software Suite of Services including body worn and in-squad cameras, tasers, interview room recording and digital evidence management and storage and related budget impacts.

Captain Baeten provided context and details on the proposed contract. The Police Department is already a customer of Axon for tasers and body cameras. This would update the contract once the current contract expires at the end of this year to also include in-squad cameras, interview room recording, and digital evidence management and storage. An RFP was put out for these services and upon review, Axon was the best choice. The new contract would be on a ten-year term at a rate of approximately \$275,000 a year.

Diny questioned if more training would need to be conducted to take on this new equipment and evidence management and storage. It was stated that the time savings the management system would provide would offset the training time costs and provide opportunities for more efficiencies. Diny questioned how this was funded in the past.

It was stated that the current and expiring contract was approximately \$120,000 a year. The ten-year contract should realize significant savings and agreeing to a long-term contract can ensure a year-by-year rate does not increase.

Martens questioned if these are separate agreements for each item or a bundled agreement for all the outlined services. It was stated that tasers were separated out in the outlined agreement to carry out the RFP process.

Diny questioned if the Finance Director agreed the terms of the contract. Director Groat concurred agreement with the terms of the contract.

Motion by Diny, second by Lukens to approve. Motion carried 3-0.

Discussion and possible action regarding the proposed early hire of police officers due to retirements in the next 6 months and related budget modifications and implications.

Chief Bliven explained the request to allow the Police Department to hire three applicants in mid-August of this year to prepare for retirements in January of next year. It was stated the specific costs of the early hiring and the particulars of on-boarding new hires.

Groat outlined the funding mechanism for the early hiring. It was stated that funding would be generated by vacancies in positions that were budgeted. It is likely that even with the early hires, there will be a surplus in the budget due to vacancies.

Diny stated support for this item if the hiring market can be anticipated but expressed an interest in setting a standard for a timeline.

Motion by Diny, second by Lukens. Motion carried 3-0.

Adjourn

Motion by Lukens, second by Diny to adjourn the meeting. Motion carried.

Meeting adjourned at 6:10 p.m.

For full meeting video on YouTube: <https://www.youtube.com/watch?v=jJ7Jje6OS8c>



Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Q-455630-45149.570BW

Issued: 08/11/2023

Quote Expiration: 09/15/2023

Estimated Contract Start Date: 01/15/2024

Account Number: 115682

• Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO
515 Grand Ave 515 Grand Ave Wausau, WI 54403-6467 USA	Wausau Police Dept. - WI 515 Grand Ave Wausau WI 54403-6467 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Ben Wendholt Phone: Email: bwendholt@axon.com Fax:	Benjamin Bliven Phone: (715) 261-7808 Email: benjamin.bliven@ci.wausau.wi.us Fax:

Quote Summary

Program Length	120 Months
TOTAL COST	\$2,336,366.88
ESTIMATED TOTAL W/ TAX	\$2,336,366.88

Discount Summary

Average Savings Per Year	\$43,717.45
TOTAL SAVINGS	\$437,174.52

Payment Summary

Date	Subtotal	Tax	Total
Dec 2023	\$194,598.21	\$0.00	\$194,598.21
Dec 2024	\$202,382.13	\$0.00	\$202,382.13
Dec 2025	\$210,477.42	\$0.00	\$210,477.42
Dec 2026	\$218,896.51	\$0.00	\$218,896.51
Dec 2027	\$227,652.37	\$0.00	\$227,652.37
Dec 2028	\$236,758.47	\$0.00	\$236,758.47
Dec 2029	\$246,228.81	\$0.00	\$246,228.81

Payment Summary

Date	Subtotal	Tax	Total
Dec 2030	\$256,077.96	\$0.00	\$256,077.96
Dec 2031	\$266,321.08	\$0.00	\$266,321.08
Dec 2032	\$276,973.92	\$0.00	\$276,973.92
Total	\$2,336,366.88	\$0.00	\$2,336,366.88

Quote Unbundled Price: \$2,773,541.40
 Quote List Price: \$2,620,183.80
 Quote Subtotal: \$2,336,366.88

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
OSP1010yr	Officer Safety Plan 10, 10YR	74	120	\$232.18	\$214.91	\$195.86	\$1,739,236.80	\$0.00	\$1,739,236.80
A la Carte Hardware									
72040	FLEET REFRESH, 2 CAMERA KIT	24			\$3,058.00	\$2,752.20	\$66,052.80	\$0.00	\$66,052.80
H00002	AB4 Multi Bay Dock Bundle	2			\$1,638.90	\$1,638.90	\$3,277.80	\$0.00	\$3,277.80
H00001	AB4 Camera Bundle	11			\$849.00	\$849.00	\$9,339.00	\$0.00	\$9,339.00
H00002	AB4 Multi Bay Dock Bundle	8			\$1,638.90	\$0.00	\$0.00	\$0.00	\$0.00
H00001	AB4 Camera Bundle	63			\$849.00	\$0.00	\$0.00	\$0.00	\$0.00
A la Carte Software									
50043	INTERVIEW - SOFTWARE - STREAMING SERVER MAINTENANCE (PER SER	2	120		\$35.38	\$31.84	\$7,642.08	\$0.00	\$7,642.08
50039	INTERVIEW - SOFTWARE - CLIENT MAINTENANCE (PER TOUCH PANEL-P	4	120		\$30.29	\$27.26	\$13,085.28	\$0.00	\$13,085.28
50045	UNLIMITED INTERVIEW ROOM CLOUD STORAGE	4	120		\$119.95	\$107.96	\$51,818.40	\$0.00	\$51,818.40
80400	FLEET, VEHICLE LICENSE	24	120		\$24.23	\$21.81	\$62,804.16	\$0.00	\$62,804.16
80410	FLEET, UNLIMITED STORAGE, 1 CAMERA	48	120		\$20.60	\$18.54	\$106,790.40	\$0.00	\$106,790.40
80401	FLEET 3, ALPR LICENSE, 1 CAMERA	24	120		\$71.49	\$64.34	\$185,302.08	\$0.00	\$185,302.08
ProLicense	Pro License Bundle	18	120		\$39.00	\$42.14	\$91,018.08	\$0.00	\$91,018.08
Total							\$2,336,366.88	\$0.00	\$2,336,366.88

Delivery Schedule

Hardware

Bundel	Item	Description	QTY	Estimated Delivery Date
AB4 Camera Bundle	100147	AXON BODY 4 - NA - US FIRST RESPONDER - BLK - RAPIDLOCK	63	12/15/2023
AB4 Camera Bundle	100147	AXON BODY 4 - NA - US FIRST RESPONDER - BLK - RAPIDLOCK	11	12/15/2023
AB4 Camera Bundle	100147	AXON BODY 4 - NA - US FIRST RESPONDER - BLK - RAPIDLOCK	2	12/15/2023
AB4 Camera Bundle	100466	USB-C to USB-C CABLE FOR AB4	70	12/15/2023
AB4 Camera Bundle	100466	USB-C to USB-C CABLE FOR AB4	13	12/15/2023
AB4 Camera Bundle	11508	MOLLE MOUNT, DOUBLE, AXON RAPIDLOCK	70	12/15/2023
AB4 Camera Bundle	11508	MOLLE MOUNT, DOUBLE, AXON RAPIDLOCK	13	12/15/2023
AB4 Multi Bay Dock Bundle	100206	AXON BODY 4 - 8 BAY DOCK	8	12/15/2023
AB4 Multi Bay Dock Bundle	100206	AXON BODY 4 - 8 BAY DOCK	2	12/15/2023
AB4 Multi Bay Dock Bundle	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	8	12/15/2023
AB4 Multi Bay Dock Bundle	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	2	12/15/2023
AB4 Multi Bay Dock Bundle	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	8	12/15/2023
AB4 Multi Bay Dock Bundle	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	2	12/15/2023
Officer Safety Plan 10, 10YR	100390	TASER 10 HANDLE, YLW, CLASS 3R	74	12/15/2023
Officer Safety Plan 10, 10YR	100390	TASER 10 HANDLE, YLW, CLASS 3R	2	12/15/2023
Officer Safety Plan 10, 10YR	100393	TASER 10 LIVE DUTY MAGAZINE BLACK	74	12/15/2023
Officer Safety Plan 10, 10YR	100393	TASER 10 LIVE DUTY MAGAZINE BLACK	2	12/15/2023
Officer Safety Plan 10, 10YR	100394	TASER 10 HALT TRN MAGAZINE BLUE (HOOK-AND-LOOP-TRAINING)	3	12/15/2023
Officer Safety Plan 10, 10YR	100395	TASER 10 LIVE TRAINING MAGAZINE PURPLE	3	12/15/2023
Officer Safety Plan 10, 10YR	100396	TASER 10 INERT MAGAZINE RED	3	12/15/2023
Officer Safety Plan 10, 10YR	100399	LIVE UNITARY CARTRIDGE (TASER 10) - TBC	1480	12/15/2023
Officer Safety Plan 10, 10YR	100400	HALT UNITARY CARTRIDGE (TASER 10) - TBC	450	12/15/2023
Officer Safety Plan 10, 10YR	100401	INERT UNITARY CARTRIDGE (TASER 10)	30	12/15/2023
Officer Safety Plan 10, 10YR	100611	TASER 10 SAFARILAND HOLSTER, RH	64	12/15/2023
Officer Safety Plan 10, 10YR	100613	TASER 10 SAFARILAND HOLSTER, LH	10	12/15/2023
Officer Safety Plan 10, 10YR	100623	ENHANCED HOOK-AND-LOOP TRAINING (HALT) SUIT (V2)	1	12/15/2023
Officer Safety Plan 10, 10YR	20018	TASER BATTERY PACK, TACTICAL	74	12/15/2023
Officer Safety Plan 10, 10YR	20018	TASER BATTERY PACK, TACTICAL	13	12/15/2023
Officer Safety Plan 10, 10YR	20018	TASER BATTERY PACK, TACTICAL	2	12/15/2023
Officer Safety Plan 10, 10YR	20242	TASER CERTIFICATION PROGRAM YEAR 6-10 HARDWARE	74	12/15/2023
Officer Safety Plan 10, 10YR	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	1	12/15/2023
Officer Safety Plan 10, 10YR	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	1	12/15/2023
Officer Safety Plan 10, 10YR	71044	BATTERY, SIGNAL SIDEARM, CR2430 SINGLE PACK	148	12/15/2023
Officer Safety Plan 10, 10YR	74200	TASER 6-BAY DOCK AND CORE	1	12/15/2023
Officer Safety Plan 10, 10YR	75015	SIGNAL SIDEARM KIT	74	12/15/2023
Officer Safety Plan 10, 10YR	80087	TASER TARGET, CONDUCTIVE, PROFESSIONAL (RUGGEDIZED)	1	12/15/2023
Officer Safety Plan 10, 10YR	80090	TARGET FRAME, PROFESSIONAL, 27.5 IN. X 75 IN., TASER 7	1	12/15/2023
Officer Safety Plan 10, 10YR	100399	LIVE UNITARY CARTRIDGE (TASER 10) - TBC	150	12/15/2024
Officer Safety Plan 10, 10YR	100399	LIVE UNITARY CARTRIDGE (TASER 10) - TBC	150	12/15/2025
Officer Safety Plan 10, 10YR	100400	HALT UNITARY CARTRIDGE (TASER 10) - TBC	450	12/15/2025

Hardware

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Officer Safety Plan 10, 10YR	73309	AXON CAMERA REFRESH ONE	76	01/15/2024	01/14/2034
Officer Safety Plan 10, 10YR	73689	MULTI-BAY BWC DOCK 1ST REFRESH	10	01/15/2024	01/14/2034
Officer Safety Plan 10, 10YR	100399	LIVE UNITARY CARTRIDGE (TASER 10) - TBC	150	01/15/2024	01/14/2034
Officer Safety Plan 10, 10YR	100399	LIVE UNITARY CARTRIDGE (TASER 10) - TBC	150	01/15/2024	01/14/2034
Officer Safety Plan 10, 10YR	73310	AXON CAMERA REFRESH TWO	76	01/15/2024	01/14/2034
Officer Safety Plan 10, 10YR	73688	MULTI-BAY BWC DOCK 2ND REFRESH	10	01/15/2024	01/14/2034
A la Carte	72040	FLEET REFRESH, 2 CAMERA KIT	24	01/15/2024	01/14/2034
Officer Safety Plan 10, 10YR	73345	AXON CAMERA REFRESH THREE	76	01/15/2024	01/14/2034
Officer Safety Plan 10, 10YR	73347	MULTI-BAY BWC DOCK 3RD REFRESH	10	01/15/2024	01/14/2034
Officer Safety Plan 10, 10YR	73346	AXON CAMERA REFRESH FOUR	76	01/15/2024	01/14/2034
Officer Safety Plan 10, 10YR	73348	MULTI-BAY BWC DOCK 4TH REFRESH	10	01/15/2024	01/14/2034

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Officer Safety Plan 10, 10YR	20248	TASER 7 EVIDENCE.COM LICENSE	74	01/15/2024	01/14/2034
Officer Safety Plan 10, 10YR	20248	TASER 7 EVIDENCE.COM LICENSE	1	01/15/2024	01/14/2034
Officer Safety Plan 10, 10YR	73449	RESPOND DEVICE LICENSE	74	01/15/2024	01/14/2034
Officer Safety Plan 10, 10YR	73638	STANDARDS ACCESS LICENSE	74	01/15/2024	01/14/2034
Officer Safety Plan 10, 10YR	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	74	01/15/2024	01/14/2034
Officer Safety Plan 10, 10YR	73746	PROFESSIONAL EVIDENCE.COM LICENSE	74	01/15/2024	01/14/2034
Pro License Bundle	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	54	01/15/2024	01/14/2034
Pro License Bundle	73746	PROFESSIONAL EVIDENCE.COM LICENSE	18	01/15/2024	01/14/2034
A la Carte	50039	INTERVIEW - SOFTWARE - CLIENT MAINTENANCE (PER TOUCH PANEL-P	4	01/15/2024	01/14/2034
A la Carte	50043	INTERVIEW - SOFTWARE - STREAMING SERVER MAINTENANCE (PER SER	2	01/15/2024	01/14/2034
A la Carte	50045	UNLIMITED INTERVIEW ROOM CLOUD STORAGE	4	01/15/2024	01/14/2034
A la Carte	80400	FLEET, VEHICLE LICENSE	24	01/15/2024	01/14/2034
A la Carte	80401	FLEET 3, ALPR LICENSE, 1 CAMERA	24	01/15/2024	01/14/2034
A la Carte	80410	FLEET, UNLIMITED STORAGE, 1 CAMERA	48	01/15/2024	01/14/2034

Services

Bundle	Item	Description	QTY
Officer Safety Plan 10, 10YR	100751	TASER 10 DUTY CARTRIDGE REPLACEMENT ACCESS PROGRAM	74
Officer Safety Plan 10, 10YR	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1
Officer Safety Plan 10, 10YR	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1
Officer Safety Plan 10, 10YR	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1
Officer Safety Plan 10, 10YR	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1
Officer Safety Plan 10, 10YR	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1
Officer Safety Plan 10, 10YR	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1
Officer Safety Plan 10, 10YR	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	1
Officer Safety Plan 10, 10YR	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	1
Officer Safety Plan 10, 10YR	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	1
Officer Safety Plan 10, 10YR	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	1
Officer Safety Plan 10, 10YR	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	1

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Officer Safety Plan 10, 10YR	80464	EXT WARRANTY, CAMERA (TAP)	74	01/15/2024	01/14/2034
Officer Safety Plan 10, 10YR	80464	EXT WARRANTY, CAMERA (TAP)	2	01/15/2024	01/14/2034
Officer Safety Plan 10, 10YR	100704	EXT WARRANTY, TASER 10 HANDLE	74	12/15/2024	01/14/2034
Officer Safety Plan 10, 10YR	100704	EXT WARRANTY, TASER 10 HANDLE	2	12/15/2024	01/14/2034
Officer Safety Plan 10, 10YR	80374	EXT WARRANTY, TASER 7 BATTERY PACK	74	12/15/2024	01/14/2034
Officer Safety Plan 10, 10YR	80374	EXT WARRANTY, TASER 7 BATTERY PACK	13	12/15/2024	01/14/2034
Officer Safety Plan 10, 10YR	80374	EXT WARRANTY, TASER 7 BATTERY PACK	2	12/15/2024	01/14/2034
Officer Safety Plan 10, 10YR	80396	EXT WARRANTY, TASER 7 SIX BAY DOCK	1	12/15/2024	01/14/2034
Officer Safety Plan 10, 10YR	80465	EXT WARRANTY, MULTI-BAY DOCK (TAP)	10	12/15/2024	01/14/2034

Payment Details

Dec 2023

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	50039	INTERVIEW - SOFTWARE - CLIENT MAINTENANCE (PER TOUCH PANEL-P	4	\$1,089.89	\$0.00	\$1,089.89
Year 1	50043	INTERVIEW - SOFTWARE - STREAMING SERVER MAINTENANCE (PER SER	2	\$636.52	\$0.00	\$636.52
Year 1	50045	UNLIMITED INTERVIEW ROOM CLOUD STORAGE	4	\$4,316.00	\$0.00	\$4,316.00
Year 1	72040	FLEET REFRESH, 2 CAMERA KIT	24	\$5,501.60	\$0.00	\$5,501.60
Year 1	80400	FLEET, VEHICLE LICENSE	24	\$5,231.02	\$0.00	\$5,231.02
Year 1	80401	FLEET 3, ALPR LICENSE, 1 CAMERA	24	\$15,433.99	\$0.00	\$15,433.99
Year 1	80410	FLEET, UNLIMITED STORAGE, 1 CAMERA	48	\$8,894.67	\$0.00	\$8,894.67
Year 1	H00001	AB4 Camera Bundle	11	\$777.85	\$0.00	\$777.85
Year 1	H00001	AB4 Camera Bundle	63	\$0.00	\$0.00	\$0.00
Year 1	H00002	AB4 Multi Bay Dock Bundle	2	\$273.01	\$0.00	\$273.01
Year 1	H00002	AB4 Multi Bay Dock Bundle	8	\$0.00	\$0.00	\$0.00
Year 1	OSP1010yr	Officer Safety Plan 10, 10YR	74	\$144,862.68	\$0.00	\$144,862.68
Year 1	ProLicense	Pro License Bundle	18	\$7,580.98	\$0.00	\$7,580.98
Total				\$194,598.21	\$0.00	\$194,598.21

Jan 2024

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Invoice Upon Fulfillment	OSP1010yr	Officer Safety Plan 10, 10YR	74	\$0.00	\$0.00	\$0.00
Total				\$0.00	\$0.00	\$0.00

Dec 2024

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	50039	INTERVIEW - SOFTWARE - CLIENT MAINTENANCE (PER TOUCH PANEL-P	4	\$1,133.48	\$0.00	\$1,133.48
Year 2	50043	INTERVIEW - SOFTWARE - STREAMING SERVER MAINTENANCE (PER SER	2	\$661.98	\$0.00	\$661.98
Year 2	50045	UNLIMITED INTERVIEW ROOM CLOUD STORAGE	4	\$4,488.64	\$0.00	\$4,488.64
Year 2	72040	FLEET REFRESH, 2 CAMERA KIT	24	\$5,721.66	\$0.00	\$5,721.66
Year 2	80400	FLEET, VEHICLE LICENSE	24	\$5,440.26	\$0.00	\$5,440.26
Year 2	80401	FLEET 3, ALPR LICENSE, 1 CAMERA	24	\$16,051.34	\$0.00	\$16,051.34
Year 2	80410	FLEET, UNLIMITED STORAGE, 1 CAMERA	48	\$9,250.46	\$0.00	\$9,250.46
Year 2	H00001	AB4 Camera Bundle	11	\$808.97	\$0.00	\$808.97
Year 2	H00001	AB4 Camera Bundle	63	\$0.00	\$0.00	\$0.00
Year 2	H00002	AB4 Multi Bay Dock Bundle	2	\$283.94	\$0.00	\$283.94
Year 2	H00002	AB4 Multi Bay Dock Bundle	8	\$0.00	\$0.00	\$0.00
Year 2	OSP1010yr	Officer Safety Plan 10, 10YR	74	\$150,657.18	\$0.00	\$150,657.18
Year 2	ProLicense	Pro License Bundle	18	\$7,884.22	\$0.00	\$7,884.22
Total				\$202,382.13	\$0.00	\$202,382.13

Dec 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	50039	INTERVIEW - SOFTWARE - CLIENT MAINTENANCE (PER TOUCH PANEL-P	4	\$1,178.82	\$0.00	\$1,178.82
Year 3	50043	INTERVIEW - SOFTWARE - STREAMING SERVER MAINTENANCE (PER SER	2	\$688.46	\$0.00	\$688.46

Dec 2025

Invoice Plan		Item	Description	Qty	Subtotal	Tax	Total
Year 3		50045	UNLIMITED INTERVIEW ROOM CLOUD STORAGE	4	\$4,668.19	\$0.00	\$4,668.19
Year 3		72040	FLEET REFRESH, 2 CAMERA KIT	24	\$5,950.53	\$0.00	\$5,950.53
Year 3		80400	FLEET, VEHICLE LICENSE	24	\$5,657.87	\$0.00	\$5,657.87
Year 3		80401	FLEET 3, ALPR LICENSE, 1 CAMERA	24	\$16,693.40	\$0.00	\$16,693.40
Year 3		80410	FLEET, UNLIMITED STORAGE, 1 CAMERA	48	\$9,620.48	\$0.00	\$9,620.48
Year 3		H00001	AB4 Camera Bundle	11	\$841.33	\$0.00	\$841.33
Year 3		H00001	AB4 Camera Bundle	63	\$0.00	\$0.00	\$0.00
Year 3		H00002	AB4 Multi Bay Dock Bundle	2	\$295.29	\$0.00	\$295.29
Year 3		H00002	AB4 Multi Bay Dock Bundle	8	\$0.00	\$0.00	\$0.00
Year 3		OSP1010yr	Officer Safety Plan 10, 10YR	74	\$156,683.46	\$0.00	\$156,683.46
Year 3		ProLicense	Pro License Bundle	18	\$8,199.59	\$0.00	\$8,199.59
Total					\$210,477.42	\$0.00	\$210,477.42

Dec 2026

Invoice Plan		Item	Description	Qty	Subtotal	Tax	Total
Year 4		50039	INTERVIEW - SOFTWARE - CLIENT MAINTENANCE (PER TOUCH PANEL-P	4	\$1,225.97	\$0.00	\$1,225.97
Year 4		50043	INTERVIEW - SOFTWARE - STREAMING SERVER MAINTENANCE (PER SER	2	\$715.99	\$0.00	\$715.99
Year 4		50045	UNLIMITED INTERVIEW ROOM CLOUD STORAGE	4	\$4,854.92	\$0.00	\$4,854.92
Year 4		72040	FLEET REFRESH, 2 CAMERA KIT	24	\$6,188.55	\$0.00	\$6,188.55
Year 4		80400	FLEET, VEHICLE LICENSE	24	\$5,884.18	\$0.00	\$5,884.18
Year 4		80401	FLEET 3, ALPR LICENSE, 1 CAMERA	24	\$17,361.13	\$0.00	\$17,361.13
Year 4		80410	FLEET, UNLIMITED STORAGE, 1 CAMERA	48	\$10,005.30	\$0.00	\$10,005.30
Year 4		H00001	AB4 Camera Bundle	11	\$874.98	\$0.00	\$874.98
Year 4		H00001	AB4 Camera Bundle	63	\$0.00	\$0.00	\$0.00
Year 4		H00002	AB4 Multi Bay Dock Bundle	2	\$307.10	\$0.00	\$307.10
Year 4		H00002	AB4 Multi Bay Dock Bundle	8	\$0.00	\$0.00	\$0.00
Year 4		OSP1010yr	Officer Safety Plan 10, 10YR	74	\$162,950.82	\$0.00	\$162,950.82
Year 4		ProLicense	Pro License Bundle	18	\$8,527.57	\$0.00	\$8,527.57
Total					\$218,896.51	\$0.00	\$218,896.51

Dec 2027

Invoice Plan		Item	Description	Qty	Subtotal	Tax	Total
Year 5		50039	INTERVIEW - SOFTWARE - CLIENT MAINTENANCE (PER TOUCH PANEL-P	4	\$1,275.01	\$0.00	\$1,275.01
Year 5		50043	INTERVIEW - SOFTWARE - STREAMING SERVER MAINTENANCE (PER SER	2	\$744.63	\$0.00	\$744.63
Year 5		50045	UNLIMITED INTERVIEW ROOM CLOUD STORAGE	4	\$5,049.11	\$0.00	\$5,049.11
Year 5		72040	FLEET REFRESH, 2 CAMERA KIT	24	\$6,436.09	\$0.00	\$6,436.09
Year 5		80400	FLEET, VEHICLE LICENSE	24	\$6,119.55	\$0.00	\$6,119.55
Year 5		80401	FLEET 3, ALPR LICENSE, 1 CAMERA	24	\$18,055.58	\$0.00	\$18,055.58
Year 5		80410	FLEET, UNLIMITED STORAGE, 1 CAMERA	48	\$10,405.51	\$0.00	\$10,405.51
Year 5		H00001	AB4 Camera Bundle	11	\$909.98	\$0.00	\$909.98
Year 5		H00001	AB4 Camera Bundle	63	\$0.00	\$0.00	\$0.00
Year 5		H00002	AB4 Multi Bay Dock Bundle	2	\$319.39	\$0.00	\$319.39
Year 5		H00002	AB4 Multi Bay Dock Bundle	8	\$0.00	\$0.00	\$0.00
Year 5		OSP1010yr	Officer Safety Plan 10, 10YR	74	\$169,468.84	\$0.00	\$169,468.84
Year 5		ProLicense	Pro License Bundle	18	\$8,868.68	\$0.00	\$8,868.68

Dec 2027		Invoice Plan		Description		Item		Qty		Subtotal		Tax		Total	
Total															
										\$227,652.37		\$0.00		\$227,652.37	

Dec 2028													
Invoice Plan		Item	Description	Qty	Subtotal	Tax	Total						
Year 6		50039	INTERVIEW - SOFTWARE - CLIENT MAINTENANCE (PER TOUCH PANEL-P	4	\$1,326.01	\$0.00	\$1,326.01						
Year 6		50043	INTERVIEW - SOFTWARE - STREAMING SERVER MAINTENANCE (PER SER	2	\$774.42	\$0.00	\$774.42						
Year 6		50045	UNLIMITED INTERVIEW ROOM CLOUD STORAGE	4	\$5,251.08	\$0.00	\$5,251.08						
Year 6		72040	FLEET REFRESH, 2 CAMERA KIT	24	\$6,693.54	\$0.00	\$6,693.54						
Year 6		80400	FLEET, VEHICLE LICENSE	24	\$6,364.33	\$0.00	\$6,364.33						
Year 6		80401	FLEET 3, ALPR LICENSE, 1 CAMERA	24	\$18,777.80	\$0.00	\$18,777.80						
Year 6		80410	FLEET, UNLIMITED STORAGE, 1 CAMERA	48	\$10,821.73	\$0.00	\$10,821.73						
Year 6		H00001	AB4 Camera Bundle	11	\$946.38	\$0.00	\$946.38						
Year 6		H00001	AB4 Camera Bundle	63	\$0.00	\$0.00	\$0.00						
Year 6		H00002	AB4 Multi Bay Dock Bundle	2	\$332.16	\$0.00	\$332.16						
Year 6		H00002	AB4 Multi Bay Dock Bundle	8	\$0.00	\$0.00	\$0.00						
Year 6		OSP1010yr	Officer Safety Plan 10, 10YR	74	\$176,247.60	\$0.00	\$176,247.60						
Year 6		ProLicense	Pro License Bundle	18	\$9,223.42	\$0.00	\$9,223.42						
Total					\$236,758.47	\$0.00	\$236,758.47						

Dec 2030

Invoice Plan		Item	Description	Qty	Subtotal	Tax	Total
Year 8		H00001	AB4 Camera Bundle	11	\$1,023.60	\$0.00	\$1,023.60
Year 8		H00001	AB4 Camera Bundle	63	\$0.00	\$0.00	\$0.00
Year 8		H00002	AB4 Multi Bay Dock Bundle	2	\$359.26	\$0.00	\$359.26
Year 8		H00002	AB4 Multi Bay Dock Bundle	8	\$0.00	\$0.00	\$0.00
Year 8		OSP1010yr	Officer Safety Plan 10, 10YR	74	\$190,629.42	\$0.00	\$190,629.42
Year 8		ProLicense	Pro License Bundle	18	\$9,976.05	\$0.00	\$9,976.05
Total					\$256,077.96	\$0.00	\$256,077.96

Dec 2031

Invoice Plan		Item	Description	Qty	Subtotal	Tax	Total
Year 9		50039	INTERVIEW - SOFTWARE - CLIENT MAINTENANCE (PER TOUCH PANEL-P	4	\$1,491.58	\$0.00	\$1,491.58
Year 9		50043	INTERVIEW - SOFTWARE - STREAMING SERVER MAINTENANCE (PER SER	2	\$871.12	\$0.00	\$871.12
Year 9		50045	UNLIMITED INTERVIEW ROOM CLOUD STORAGE	4	\$5,906.75	\$0.00	\$5,906.75
Year 9		72040	FLEET REFRESH, 2 CAMERA KIT	24	\$7,529.32	\$0.00	\$7,529.32
Year 9		80400	FLEET, VEHICLE LICENSE	24	\$7,159.01	\$0.00	\$7,159.01
Year 9		80401	FLEET 3, ALPR LICENSE, 1 CAMERA	24	\$21,122.47	\$0.00	\$21,122.47
Year 9		80410	FLEET, UNLIMITED STORAGE, 1 CAMERA	48	\$12,172.97	\$0.00	\$12,172.97
Year 9		H00001	AB4 Camera Bundle	11	\$1,064.55	\$0.00	\$1,064.55
Year 9		H00001	AB4 Camera Bundle	63	\$0.00	\$0.00	\$0.00
Year 9		H00002	AB4 Multi Bay Dock Bundle	2	\$373.64	\$0.00	\$373.64
Year 9		H00002	AB4 Multi Bay Dock Bundle	8	\$0.00	\$0.00	\$0.00
Year 9		OSP1010yr	Officer Safety Plan 10, 10YR	74	\$198,254.57	\$0.00	\$198,254.57
Year 9		ProLicense	Pro License Bundle	18	\$10,375.10	\$0.00	\$10,375.10
Total					\$266,321.08	\$0.00	\$266,321.08

Dec 2032

Invoice Plan		Item	Description	Qty	Subtotal	Tax	Total
Year 10		50039	INTERVIEW - SOFTWARE - CLIENT MAINTENANCE (PER TOUCH PANEL-P	4	\$1,551.25	\$0.00	\$1,551.25
Year 10		50043	INTERVIEW - SOFTWARE - STREAMING SERVER MAINTENANCE (PER SER	2	\$905.96	\$0.00	\$905.96
Year 10		50045	UNLIMITED INTERVIEW ROOM CLOUD STORAGE	4	\$6,143.02	\$0.00	\$6,143.02
Year 10		72040	FLEET REFRESH, 2 CAMERA KIT	24	\$7,830.49	\$0.00	\$7,830.49
Year 10		80400	FLEET, VEHICLE LICENSE	24	\$7,445.37	\$0.00	\$7,445.37
Year 10		80401	FLEET 3, ALPR LICENSE, 1 CAMERA	24	\$21,967.37	\$0.00	\$21,967.37
Year 10		80410	FLEET, UNLIMITED STORAGE, 1 CAMERA	48	\$12,659.89	\$0.00	\$12,659.89
Year 10		H00001	AB4 Camera Bundle	11	\$1,107.13	\$0.00	\$1,107.13
Year 10		H00001	AB4 Camera Bundle	63	\$0.00	\$0.00	\$0.00
Year 10		H00002	AB4 Multi Bay Dock Bundle	2	\$388.58	\$0.00	\$388.58
Year 10		H00002	AB4 Multi Bay Dock Bundle	8	\$0.00	\$0.00	\$0.00
Year 10		OSP1010yr	Officer Safety Plan 10, 10YR	74	\$206,184.76	\$0.00	\$206,184.76
Year 10		ProLicense	Pro License Bundle	18	\$10,790.10	\$0.00	\$10,790.10
Total					\$276,973.92	\$0.00	\$276,973.92

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature

Date Signed

8/11/2023





This Master Services and Purchasing Agreement ("**Agreement**") is between Axon Enterprise, Inc. ("**Axon**"), and the agency listed below or, if no agency is listed below, the agency on the Quote attached hereto ("**Agency**"). This Agreement is effective as of the later of the (a) last signature date on this Agreement or (b) signature date on the Quote ("**Effective Date**"). Axon and Agency are each a "**Party**" and collectively "**Parties**". This Agreement governs Agency's purchase and use of the Axon Devices and Services detailed in the Quote Appendix ("**Quote**"). It is the intent of the Parties that this Agreement will govern all subsequent purchases by Agency for the same Axon Devices and Services in the Quote, and all such subsequent quotes accepted by Agency shall be also incorporated into this Agreement by reference as a Quote. The Parties agree as follows:

1. **Definitions.**

- 1.1. "**Axon Cloud Services**" means Axon's web services for Axon Evidence, Axon Records, Axon Dispatch, and interactions between Axon Evidence and Axon Devices or Axon client software. Axon Cloud Service excludes third-party applications, hardware warranties, and my.evidence.com.
- 1.2. "**Axon Device**" means all hardware provided by Axon under this Agreement. Axon-manufactured Devices are a subset of Axon Devices.
- 1.3. "**Quote**" means an offer to sell and is only valid for devices and services on the offer at the specified prices. Any inconsistent or supplemental terms within Agency's purchase order in response to a Quote will be void. Orders are subject to prior credit approval. Changes in the deployment estimated ship date may change charges in the Quote. Shipping dates are estimates only. Axon is not responsible for typographical errors in any Quote by Axon, and Axon reserves the right to cancel any orders resulting from such errors.
- 1.4. "**Services**" means all services provided by Axon under this Agreement, including software, Axon Cloud Services, and professional services.

2. **Term.** This Agreement begins on the Effective Date and continues until all subscriptions hereunder have expired or have been terminated ("**Term**").

- 2.1. All subscriptions including Axon Evidence, Axon Fleet, Officer Safety Plans, Technology Assurance Plans, and TASER 7 or TASER 10 plans begin on the date stated in the Quote. Each subscription term ends upon completion of the subscription stated in the Quote ("**Subscription Term**").
- 2.2. Upon completion of the Subscription Term, the Subscription Term will automatically renew for an additional 5 years ("**Renewal Term**"). For purchase of TASER 7 or TASER 10 as a standalone, Axon may increase pricing to its then-current list pricing for any Renewal Term. For all other purchases, Axon may increase pricing on all line items in the Quote by up to 3% at the beginning of each year of the Renewal Term. New devices and services may require additional terms. Axon will not authorize services until Axon receives a signed Quote or accepts a purchase order, whichever is first.

3. **Payment.** Axon invoices upon shipment, or on the date specified within the invoicing plan in the Quote. Payment is due net 30 days from the invoice date. Payment obligations are non-cancelable. Unless otherwise prohibited by law, Agency will pay interest on all past-due sums at the lower of one-and-a-half percent (1.5%) per month or the highest rate allowed by law. Agency will pay invoices without setoff, deduction, or withholding. If Axon sends a past due account to collections, Agency is responsible for collection and attorneys' fees.

4. **Taxes.** Agency is responsible for sales and other taxes associated with the order unless Agency provides Axon a valid tax exemption certificate.

5. **Shipping.** Axon may make partial shipments and ship Axon Devices from multiple locations. All shipments are EXW (Incoterms 2020) via common carrier. Title and risk of loss pass to Agency upon Axon's delivery to the common carrier. Agency is responsible for any shipping charges in the Quote.

6. **Returns.** All sales are final. Axon does not allow refunds or exchanges, except warranty returns or as provided by state or federal law.

7. **Warranty.**

- 7.1. **Limited Warranty.** Axon warrants that Axon-manufactured Devices are free from defects in workmanship and materials for one (1) year from the date of Agency's receipt, except Signal Sidearm and Axon-manufactured accessories, which Axon warrants for thirty (30) months and ninety (90) days, respectively, from the date of Agency's receipt. Used conducted energy weapon ("**CEW**") cartridges are deemed to have operated properly. Extended warranties run from the expiration of the one- (1-) year hardware warranty through the extended warranty term.
- 7.2. **Disclaimer.** All software and Axon Cloud Services are provided "**AS IS,**" without any warranty of any kind, either express or implied, including without limitation the implied warranties of merchantability,

fitness for a particular purpose and non-infringement. Axon Devices and Services that are not manufactured, published or performed by Axon ("Third-Party Products") are not covered by Axon's warranty and are only subject to the warranties of the third-party provider or manufacturer.

- 7.3. **Claims.** If Axon receives a valid warranty claim for an Axon-manufactured Device during the warranty term, Axon's sole responsibility is to repair or replace the Axon-manufactured Device with the same or like Axon-manufactured Device, at Axon's option. A replacement Axon-manufactured Device will be new or like new. Axon will warrant the replacement Axon-manufactured Device for the longer of (a) the remaining warranty of the original Axon-manufactured Device or (b) ninety (90) days from the date of repair or replacement.

7.3.1. If Agency exchanges an Axon Device or part, the replacement item becomes Agency's property, and the replaced item becomes Axon's property. Before delivering an Axon-manufactured Device for service, Agency must upload Axon-manufactured Device data to Axon Evidence or download it and retain a copy. Axon is not responsible for any loss of software, data, or other information contained in storage media or any part of the Axon-manufactured Device sent to Axon for service.

- 7.4. **Spare Axon Devices.** At Axon's reasonable discretion, Axon may provide Agency a predetermined number of spare Axon Devices as detailed in the Quote ("**Spare Axon Devices**"). Spare Axon Devices are intended to replace broken or non-functioning units while Agency submits the broken or non-functioning units, through Axon's warranty return process. Axon will repair or replace the unit with a replacement Axon Device. Title and risk of loss for all Spare Axon Devices shall pass to Agency in accordance with shipping terms under Section 5. Axon assumes no liability or obligation in the event Agency does not utilize Spare Axon Devices for the intended purpose.

- 7.5. **Limitations.** Axon's warranty excludes damage related to: (a) failure to follow Axon Device use instructions; (b) Axon Devices used with equipment not manufactured or recommended by Axon; (c) abuse, misuse, or intentional damage to Axon Device; (d) force majeure; (e) Axon Devices repaired or modified by persons other than Axon without Axon's written permission; or (f) Axon Devices with a defaced or removed serial number. Axon's warranty will be void if Agency resells Axon Devices.

7.5.1. To the extent permitted by law, the above warranties and remedies are exclusive. Axon disclaims all other warranties, remedies, and conditions, whether oral, written, statutory, or implied. If statutory or implied warranties cannot be lawfully disclaimed, then such warranties are limited to the duration of the warranty described above and by the provisions in this Agreement. Agency confirms and agrees that, in deciding whether to sign this Agreement, it has not relied on any statement or representation by Axon or anyone acting on behalf of Axon related to the subject matter of this Agreement that is not in this Agreement.

7.5.2. Axon's cumulative liability to any party for any loss or damage resulting from any claim, demand, or action arising out of or relating to any Axon Device or Service will not exceed the purchase price paid to Axon for the Axon Device, or if for Services, the amount paid for such Services over the twelve (12) months preceding the claim. Neither Party will be liable for direct, special, indirect, incidental, punitive or consequential damages, however caused, whether for breach of warranty or contract, negligence, strict liability, tort or any other legal theory.

- 7.6. **Online Support Platforms.** Use of Axon's online support platforms (e.g., Axon Academy and MyAxon) is governed by the Axon Online Support Platforms Terms of Use Appendix available at www.axon.com/sales-terms-and-conditions.
- 7.7. **Third-Party Software and Services.** Use of software or services other than those provided by Axon is governed by the terms, if any, entered into between Agency and the respective third-party provider, including, without limitation, the terms applicable to such software or services located at www.axon.com/sales-terms-and-conditions, if any.
- 7.8. **Axon Aid.** Upon mutual agreement between Axon and Agency, Axon may provide certain products and services to Agency, as a charitable donation under the Axon Aid program. In such event, Agency expressly waives and releases any and all claims, now known or hereafter known, against Axon and its officers, directors, employees, agents, contractors, affiliates, successors, and assigns (collectively, "**Releasees**"), including but not limited to, on account of injury, death, property damage, or loss of data, arising out of or attributable to the Axon Aid program whether arising out of the negligence of any Releasees or otherwise. Agency agrees not to make or bring any such claim against any Releasee, and forever release and discharge all Releasees from liability under such claims. Agency expressly allows Axon to publicly announce its participation in Axon Aid and use its name in marketing materials. Axon may terminate the Axon Aid program without cause immediately upon notice to the Agency.

8. **Statement of Work.** Certain Axon Devices and Services, including Axon Interview Room, Axon Channel Services,

Title: Master Services and Purchasing Agreement between Axon and Agency

Department: Legal

Version: 18.0

Release Date: 6/26/2023

Page 2 of 40

and Axon Fleet, may require a Statement of Work that details Axon's Service deliverables ("**SOW**"). In the event Axon provides an SOW to Agency, Axon is only responsible for the performance of Services described in the SOW. Additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule. The SOW is incorporated into this Agreement by reference.

9. **Axon Device Warnings.** See www.axon.com/legal for the most current Axon Device warnings.
10. **Design Changes.** Axon may make design changes to any Axon Device or Service without notifying Agency or making the same change to Axon Devices and Services previously purchased by Agency.
11. **Bundled Offerings.** Some offerings in bundled offerings may not be generally available at the time of Agency's purchase. Axon will not provide a refund, credit, or additional discount beyond what is in the Quote due to a delay of availability or Agency's election not to utilize any portion of an Axon bundle.
12. **Insurance.** Axon will maintain General Liability, Workers' Compensation, and Automobile Liability insurance. Upon request, Axon will supply certificates of insurance.
13. **IP Rights.** Axon owns and reserves all right, title, and interest in Axon-manufactured Devices and Services and suggestions to Axon, including all related intellectual property rights. Agency will not cause any Axon proprietary rights to be violated.
14. **IP Indemnification.** Axon will indemnify Agency against all claims, losses, and reasonable expenses from any third-party claim alleging that the use of Axon-manufactured Devices or Services infringes or misappropriates the third-party's intellectual property rights. Agency must promptly provide Axon with written notice of such claim, tender to Axon the defense or settlement of such claim at Axon's expense and cooperate fully with Axon in the defense or settlement of such claim. Axon's IP indemnification obligations do not apply to claims based on (a) modification of Axon-manufactured Devices or Services by Agency or a third-party not approved by Axon; (b) use of Axon-manufactured Devices and Services in combination with hardware or services not approved by Axon; (c) use of Axon Devices and Services other than as permitted in this Agreement; or (d) use of Axon software that is not the most current release provided by Axon.
15. **Agency Responsibilities.** Agency is responsible for (a) Agency's use of Axon Devices; (b) breach of this Agreement or violation of applicable law by Agency or an Agency end user; (c) disputes between Agency and a third-party over Agency's use of Axon Devices; (d) ensuring Axon Devices are destroyed and disposed of securely and sustainably at Agency's cost; and (e) any regulatory violations or fines, as a result of improper destruction or disposal of Axon Devices.
16. **Termination.**
 - 16.1. **For Breach.** A Party may terminate this Agreement for cause if it provides thirty (30) days written notice of the breach to the other Party, and the breach remains uncured at the end of thirty (30) days. If Agency terminates this Agreement due to Axon's uncured breach, Axon will refund prepaid amounts on a prorated basis based on the effective date of termination.
 - 16.2. **By Agency.** If sufficient funds are not appropriated or otherwise legally available to pay the fees, Agency may terminate this Agreement without penalty. Agency will deliver notice of termination under this section as soon as reasonably practicable.
 - 16.3. **Effect of Termination.** Upon termination of this Agreement, Agency rights immediately terminate. Agency remains responsible for all fees incurred before the effective date of termination. If Agency purchases Axon Devices for less than the manufacturer's suggested retail price ("**MSRP**") and this Agreement terminates before the end of the Term, Axon will invoice Agency the difference between the MSRP for Axon Devices received, including any Spare Axon Devices, and amounts paid towards those Axon Devices. Only if terminating for non-appropriation, Agency may return Axon Devices to Axon within thirty (30) days of termination. MSRP is the standalone price of the individual Axon Device at the time of sale. For bundled Axon Devices, MSRP is the standalone price of all individual components.
17. **Confidentiality.** "**Confidential Information**" means nonpublic information designated as confidential or, given the nature of the information or circumstances surrounding disclosure, should reasonably be understood to be confidential. Each Party will take reasonable measures to avoid disclosure, dissemination, or unauthorized use of the other Party's Confidential Information. Unless required by law, neither Party will disclose the other Party's Confidential Information during the Term and for five (5) years thereafter. To the extent permissible by law, Axon pricing is Confidential Information and competition sensitive. If Agency receives a public records request to disclose Axon Confidential Information, to the extent allowed by law, Agency will provide notice to Axon before disclosure. Axon may publicly announce information related to this Agreement.



18. **General.**

- 18.1. **Force Majeure.** Neither Party will be liable for any delay or failure to perform due to a cause beyond a Party's reasonable control.
- 18.2. **Independent Contractors.** The Parties are independent contractors. Neither Party has the authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the Parties.
- 18.3. **Third-Party Beneficiaries.** There are no third-party beneficiaries under this Agreement.
- 18.4. **Non-Discrimination.** Neither Party nor its employees will discriminate against any person based on race; religion; creed; color; sex; gender identity and expression; pregnancy; childbirth; breastfeeding; medical conditions related to pregnancy, childbirth, or breastfeeding; sexual orientation; marital status; age; national origin; ancestry; genetic information; disability; veteran status; or any class protected by local, state, or federal law.
- 18.5. **Export Compliance.** Each Party will comply with all import and export control laws and regulations.
- 18.6. **Assignment.** Neither Party may assign this Agreement without the other Party's prior written consent. Axon may assign this Agreement, its rights, or obligations without consent: (a) to an affiliate or subsidiary; or (b) for purposes of financing, merger, acquisition, corporate reorganization, or sale of all or substantially all its assets. This Agreement is binding upon the Parties respective successors and assigns.
- 18.7. **Waiver.** No waiver or delay by either Party in exercising any right under this Agreement constitutes a waiver of that right.
- 18.8. **Severability.** If a court of competent jurisdiction holds any portion of this Agreement invalid or unenforceable, the remaining portions of this Agreement will remain in effect.
- 18.9. **Survival.** The following sections will survive termination: Payment, Warranty, Axon Device Warnings, Indemnification, IP Rights, and Agency Responsibilities.
- 18.10. **Governing Law.** The laws of the country, state, province, or municipality where Agency is physically located, without reference to conflict of law rules, govern this Agreement and any dispute arising from it. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.
- 18.11. **Notices.** All notices must be in English. Notices posted on Agency's Axon Evidence site are effective upon posting. Notices by email are effective on the sent date of the email. Notices by personal delivery are effective immediately. Notices to Agency shall be provided to the address on file with Axon. Notices to Axon shall be provided to Axon Enterprise, Inc., Attn: Legal, 17800 North 85th Street, Scottsdale, Arizona 85255 with a copy to legal@axon.com.
- 18.12 **Entire Agreement.** This Agreement, including the Appendices and any SOW(s), represents the entire agreement between the Parties. This Agreement supersedes all prior agreements or understandings, whether written or verbal, regarding the subject matter of this Agreement. This Agreement may only be modified or amended in a writing signed by the Parties.

Each Party, by and through its respective representative authorized to execute this Agreement, has duly executed and delivered this Agreement as of the date of signature.

AXON:

Axon Enterprise, Inc.

Signature: _____

Name: _____

Title: _____

Date: _____

AGENCY:

Signature: _____

Name: _____

Title: _____

Date: _____

Axon Cloud Services Terms of Use Appendix

1. Definitions.

- a. **"Agency Content"** is data uploaded into, ingested by, or created in Axon Cloud Services within Agency's tenant, including media or multimedia uploaded into Axon Cloud Services by Agency. Agency Content includes Evidence but excludes Non-Content Data.
 - b. **"Evidence"** is media or multimedia uploaded into Axon Evidence as 'evidence' by an Agency. Evidence is a subset of Agency Content.
 - c. **"Non-Content Data"** is data, configuration, and usage information about Agency's Axon Cloud Services tenant, Axon Devices and client software, and users that is transmitted or generated when using Axon Devices. Non-Content Data includes data about users captured during account management and customer support activities. Non-Content Data does not include Agency Content.
 - d. **"Personal Data"** means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.
2. **Access.** Upon Axon granting Agency a subscription to Axon Cloud Services, Agency may access and use Axon Cloud Services to store and manage Agency Content. Agency may not exceed more end users than the Quote specifies. Axon Air requires an Axon Evidence subscription for each drone operator. For Axon Evidence Lite, Agency may access and use Axon Evidence only to store and manage TASER CEW and TASER CAM data ("**TASER Data**"). Agency may not upload non-TASER Data to Axon Evidence Lite.
3. **Agency Owns Agency Content.** Agency controls and owns all right, title, and interest in Agency Content. Except as outlined herein, Axon obtains no interest in Agency Content, and Agency Content is not Axon's business records. Agency is solely responsible for uploading, sharing, managing, and deleting Agency Content. Axon will only have access to Agency Content for the limited purposes set forth herein. Agency agrees to allow Axon access to Agency Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of the Axon products.
4. **Security.** Axon will implement commercially reasonable and appropriate measures to secure Agency Content against accidental or unlawful loss, access or disclosure. Axon will maintain a comprehensive information security program to protect Axon Cloud Services and Agency Content including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of uploaded digital evidence; security education; and data protection. Axon agrees to the Federal Bureau of Investigation Criminal Justice Information Services Security Addendum.
5. **Agency Responsibilities.** Agency is responsible for (a) ensuring Agency owns Agency Content; (b) ensuring no Agency Content or Agency end user's use of Agency Content or Axon Cloud Services violates this Agreement or applicable laws; and (c) maintaining necessary computer equipment and Internet connections for use of Axon Cloud Services. If Agency becomes aware of any violation of this Agreement by an end user, Agency will immediately terminate that end user's access to Axon Cloud Services.
- a. Agency will also maintain the security of end usernames and passwords and security and access by end users to Agency Content. Agency is responsible for ensuring the configuration and utilization of Axon Cloud Services meet applicable Agency regulation and standards. Agency may not sell, transfer, or sublicense access to any other entity or person. Agency shall contact Axon immediately if an unauthorized party may be using Agency's account or Agency Content, or if account information is lost or stolen.
 - b. To the extent Agency uses the Axon Cloud Services to interact with YouTube®, such use may be governed by the YouTube Terms of Service, available at <https://www.youtube.com/static?template=terms>.
6. **Privacy.** Agency's use of Axon Cloud Services is subject to the Axon Cloud Services Privacy Policy, a current version of which is available at <https://www.axon.com/legal/cloud-services-privacy-policy>. Agency agrees to allow Axon access to Non-Content Data from Agency to (a) perform troubleshooting, maintenance, or diagnostic

screenings; (b) provide, develop, improve, and support current and future Axon products and related services; and (c) enforce this Agreement or policies governing the use of Axon products.

7. **Axon Body 3 Wi-Fi Positioning.** Axon Body 3 cameras offer a feature to enhance location services where GPS/GNSS signals may not be available, for instance, within buildings or underground. Agency administrators can manage their choice to use this service within the administrative features of Axon Cloud Services. If Agency chooses to use this service, Axon must also enable the usage of the feature for Agency's Axon Cloud Services tenant. Agency will not see this option with Axon Cloud Services unless Axon has enabled Wi-Fi Positioning for Agency's Axon Cloud Services tenant. When Wi-Fi Positioning is enabled by both Axon and Agency, Non-Content and Personal Data will be sent to Skyhook Holdings, Inc. ("**Skyhook**") to facilitate the Wi-Fi Positioning functionality. Data controlled by Skyhook is outside the scope of the Axon Cloud Services Privacy Policy and is subject to the Skyhook Services Privacy Policy.
8. **Storage.** For Axon Unlimited Device Storage subscriptions, Agency may store unlimited data in Agency's Axon Evidence account only if data originates from Axon Capture or the applicable Axon Device. Axon may charge Agency additional fees for exceeding purchased storage amounts. Axon may place Agency Content that Agency has not viewed or accessed for six (6) months into archival storage. Agency Content in archival storage will not have immediate availability and may take up to twenty-four (24) hours to access.

For Third-Party Unlimited Storage the following restrictions apply: (i) it may only be used in conjunction with a valid Axon's Evidence.com user license; (ii) is limited to data of the law enforcement agency that purchased the Third-Party Unlimited Storage and the Axon's Evidence.com end user or Agency is prohibited from storing data for other law enforcement agencies; and (iii) Agency may only upload and store data that is directly related to: (1) the investigation of, or the prosecution of a crime; (2) common law enforcement activities; or (3) any Agency Content created by Axon Devices or Evidence.com.
9. **Location of Storage.** Axon may transfer Agency Content to third-party subcontractors for storage. Axon will determine the locations of data centers for storage of Agency Content. For United States agencies, Axon will ensure all Agency Content stored in Axon Cloud Services remains within the United States. Ownership of Agency Content remains with Agency.
10. **Suspension.** Axon may temporarily suspend Agency's or any end user's right to access or use any portion or all of Axon Cloud Services immediately upon notice, if Agency or end user's use of or registration for Axon Cloud Services may (a) pose a security risk to Axon Cloud Services or any third-party; (b) adversely impact Axon Cloud Services, the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent. Agency remains responsible for all fees incurred through suspension. Axon will not delete Agency Content because of suspension, except as specified in this Agreement.
11. **Axon Cloud Services Warranty.** Axon disclaims any warranties or responsibility for data corruption or errors before Agency uploads data to Axon Cloud Services.
12. **Axon Records.** Axon Records is the software-as-a-service product that is generally available at the time Agency purchases an OSP 7 or OSP 10 bundle. During Agency's Axon Records Subscription Term, if any, Agency will be entitled to receive Axon's Update and Upgrade releases on an if-and-when available basis.

- a. The Axon Records Subscription Term will end upon the completion of the Axon Records Subscription as documented in the Quote, or if purchased as part of an OSP 7 or OSP 10 bundle, upon completion of the OSP 7 or OSP 10 Term ("**Axon Records Subscription**")
- b. An "**Update**" is a generally available release of Axon Records that Axon makes available from time to time. An "**Upgrade**" includes (i) new versions of Axon Records that enhance features and functionality, as solely determined by Axon; and/or (ii) new versions of Axon Records that provide additional features or perform additional functions. Upgrades exclude new products that Axon introduces and markets as distinct products or applications.
- c. New or additional Axon products and applications, as well as any Axon professional services needed to configure Axon Records, are not included. If Agency purchases Axon Records as part of a bundled offering, the Axon Record subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Records to Agency.
- d. Users of Axon Records at the Agency may upload files to entities (incidents, reports, cases, etc) in Axon Records with no limit to the number of files and amount of storage. Notwithstanding the foregoing, Axon



Master Services and Purchasing Agreement for Agency

may limit usage should the Agency exceed an average rate of one-hundred (100) GB per user per year of uploaded files. Axon will not bill for overages.

13. **Axon Cloud Services Restrictions.** Agency and Agency end users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:
 - a. copy, modify, tamper with, repair, or create derivative works of any part of Axon Cloud Services;
 - b. reverse engineer, disassemble, or decompile Axon Cloud Services or apply any process to derive any source code included in Axon Cloud Services, or allow others to do the same;
 - c. access or use Axon Cloud Services with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;
 - d. use trade secret information contained in Axon Cloud Services, except as expressly permitted in this Agreement;
 - e. access Axon Cloud Services to build a competitive device or service or copy any features, functions, or graphics of Axon Cloud Services;
 - f. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within Axon Cloud Services; or
 - g. use Axon Cloud Services to store or transmit infringing, libelous, or other unlawful or tortious material; material in violation of third-party privacy rights; or malicious code.
14. **After Termination.** Axon will not delete Agency Content for ninety (90) days following termination. There will be no functionality of Axon Cloud Services during these ninety (90) days other than the ability to retrieve Agency Content. Agency will not incur additional fees if Agency downloads Agency Content from Axon Cloud Services during this time. Axon has no obligation to maintain or provide Agency Content after these ninety (90) days and will thereafter, unless legally prohibited, delete all Agency Content. Upon request, Axon will provide written proof that Axon successfully deleted and fully removed all Agency Content from Axon Cloud Services.
15. **Post-Termination Assistance.** Axon will provide Agency with the same post-termination data retrieval assistance that Axon generally makes available to all customers. Requests for Axon to provide additional assistance in downloading or transferring Agency Content, including requests for Axon's data egress service, will result in additional fees and Axon will not warrant or guarantee data integrity or readability in the external system.
16. **U.S. Government Rights.** If Agency is a U.S. Federal department or using Axon Cloud Services on behalf of a U.S. Federal department, Axon Cloud Services is provided as a "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data", as defined in the Federal Acquisition Regulation and Defense Federal Acquisition Regulation Supplement. If Agency is using Axon Cloud Services on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, Agency will immediately discontinue use of Axon Cloud Services.
17. **Survival.** Upon any termination of this Agreement, the following sections in this Appendix will survive: Agency Owns Agency Content, Privacy, Storage, Axon Cloud Services Warranty, and Axon Cloud Services Restrictions.

Axon Customer Experience Improvement Program Appendix

1. **Axon Customer Experience Improvement Program (ACEIP)**. The ACEIP is designed to accelerate Axon's development of technology, such as building and supporting automated features, to ultimately increase safety within communities and drive efficiency in public safety. To this end, subject to the limitations on Axon as described below, Axon, where allowed by law, may make limited use of Agency Content from all of its customers to provide, develop, improve, and support current and future Axon products (collectively, "ACEIP Purposes"). However, at all times, Axon will comply with its obligations pursuant to the Axon Cloud Services Terms of Use Appendix to maintain a comprehensive data security program (including compliance with the CJIS Security Policy for Criminal Justice Information), privacy program, and data governance policy, including high industry standards of de-identifying Personal Data, to enforce its security and privacy obligations for the ACEIP. ACEIP has 2 tiers of participation, Tier 1 and Tier 2. By default, Agency will be a participant in ACEIP Tier 1. If Agency does not want to participate in ACEIP Tier 1, Agency can revoke its consent at any time. If Agency wants to participate in Tier 2, as detailed below, Agency can check the ACEIP Tier 2 box below. If Agency does not want to participate in ACEIP Tier 2, Agency should leave box unchecked. At any time, Agency may revoke its consent to ACEIP Tier 1, Tier 2, or both Tiers.
2. **ACEIP Tier 1.**
 - 2.1. When Axon uses Agency Content for the ACEIP Purposes, Axon will extract from Agency Content and may store separately copies of certain segments or elements of the Agency Content (collectively, "**ACEIP Content**"). When extracting ACEIP Content, Axon will use commercially reasonable efforts to aggregate, transform or de-identify Agency Content so that the extracted ACEIP Content is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to a particular individual ("**Privacy Preserving Technique(s)**"). For illustrative purposes, some examples are described in footnote 1¹. For clarity, ACEIP Content will still be linked indirectly, with an attribution, to the Agency from which it was extracted. This attribution will be stored separately from the data itself, but is necessary for and will be solely used to enable Axon to identify and delete all ACEIP Content upon Agency request. Once de-identified, ACEIP Content may then be further modified, analyzed, and used to create derivative works. At any time, Agency may revoke the consent granted herein to Axon to access and use Agency Content for ACEIP Purposes. Within 30 days of receiving the Agency's request, Axon will no longer access or use Agency Content for ACEIP Purposes and will delete any and all ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to Agency. In addition, if Axon uses Agency Content for the ACEIP Purposes, upon request, Axon will make available to Agency a list of the specific type of Agency Content being used to generate ACEIP Content, the purpose of such use, and the retention, privacy preserving extraction technique, and relevant data protection practices applicable to the Agency Content or ACEIP Content ("**Use Case**"). From time to time, Axon may develop and deploy new Use Cases. At least 30 days prior to authorizing the deployment of any new Use Case, Axon will provide Agency notice (by updating the list of Use Case at <https://www.axon.com/aceip> and providing Agency with a mechanism to obtain notice of that update or another commercially reasonable method to Agency designated contact) ("**New Use Case**").
 - 2.2. **Expiration of ACEIP Tier 1.** Agency consent granted herein will expire upon termination of the Agreement. In accordance with section 1.1.1, within 30 days of receiving the Agency's request, Axon will no longer access or use Agency Content for ACEIP Purposes and will delete ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to, Agency.
3. **ACEIP Tier 2.** In addition to ACEIP Tier 1, if Agency wants to help further improve Axon's services, Agency may choose to participate in Tier 2 of the ACEIP. ACEIP Tier 2 grants Axon certain additional rights to use Agency Content, in addition to those set forth in Tier 1 above, without the guaranteed deployment of a Privacy Preserving Technique

¹ For example; (a) when extracting specific text to improve automated transcription capabilities, text that could be used to directly identify a particular individual would not be extracted, and extracted text would be disassociated from identifying metadata of any speakers, and the extracted text would be split into individual words and aggregated with other data sources (including publicly available data) to remove any reasonable ability to link any specific text directly or indirectly back to a particular individual; (b) when extracting license plate data to improve Automated License Plate Recognition (ALPR) capabilities, individual license plate characters would be extracted and disassociated from each other so a complete plate could not be reconstituted, and all association to other elements of the source video, such as the vehicle, location, time, and the surrounding environment would also be removed; (c) when extracting audio of potential acoustic events (such as glass breaking or gun shots), very short segments (<1 second) of audio that only contains the likely acoustic events would be extracted and all human utterances would be removed.



Master Services and Purchasing Agreement for Agency

to enable product development, improvement, and support that cannot be accomplished with aggregated, transformed, or de-identified data.

☐ Check this box if Agency wants to help further improve Axon's services by participating in ACEIP Tier 2 in addition to Tier 1. Axon will not enroll Agency into ACEIP Tier 2 until Axon and Agency agree to terms in writing providing for such participation in ACEIP Tier 2.



Professional Services Appendix

If any of the Professional Services specified below are included on the Quote, this Appendix applies.

1. **Utilization of Services.** Agency must use professional services as outlined in the Quote and this Appendix within six (6) months of the Effective Date.
2. **Axon Full Service (Axon Full Service).** Axon Full Service includes advance remote project planning and configuration support and up to four (4) consecutive days of on-site service and a professional services manager to work with Agency to assess Agency's deployment and determine which on-site services are appropriate. If Agency requires more than four (4) consecutive on-site days, Agency must purchase additional days. Axon Full Service options include:

System set up and configuration

- Instructor-led setup of Axon View on smartphones (if applicable)
- Configure categories and custom roles based on Agency need
- Register cameras to Agency domain
- Troubleshoot IT issues with Axon Evidence and Axon Dock ("Dock") access
- One on-site session included

Dock configuration

- Work with Agency to decide the ideal location of Docks and set configurations on Dock
- Authenticate Dock with Axon Evidence using admin credentials from Agency
- On-site assistance, not to include physical mounting of docks

Best practice implementation planning session

- Provide considerations for the establishment of video policy and system operations best practices based on Axon's observations with other agencies
- Discuss the importance of entering metadata in the field for organization purposes and other best practices for digital data management
- Provide referrals of other agencies using the Axon camera devices and Axon Evidence
- Recommend rollout plan based on review of shift schedules

System Admin and troubleshooting training sessions

Step-by-step explanation and assistance for Agency's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence

Axon instructor training (Train the Trainer)

Training for Agency's in-house instructors who can support Agency's Axon camera and Axon Evidence training needs after Axon has fulfilled its contractual on-site obligations

Evidence sharing training

Tailored workflow instruction for Investigative Units on sharing Cases and Evidence with local prosecuting agencies

End user go-live training and support sessions

- Assistance with device set up and configuration
- Training on device use, Axon Evidence, and Evidence Sync

Implementation document packet

Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide

Post go-live review

3. **Body-Worn Camera Starter Service (Axon Starter).** Axon Starter includes advance remote project planning and configuration support and one (1) day of on-site Services and a professional services manager to work closely with Agency to assess Agency's deployment and determine which Services are appropriate. If Agency requires more than one (1) day of on-site Services, Agency must purchase additional on-site Services. The Axon Starter options include:

System set up and configuration (Remote Support)

- Instructor-led setup of Axon View on smartphones (if applicable)
- Configure categories & custom roles based on Agency need
- Troubleshoot IT issues with Axon Evidence and Dock access



Master Services and Purchasing Agreement for Agency

Dock configuration

- Work with Agency to decide the ideal location of Dock setup and set configurations on Dock
- Authenticate Dock with Axon Evidence using "Administrator" credentials from Agency
- Does not include physical mounting of docks

Axon instructor training (Train the Trainer)

Training for Agency's in-house instructors who can support Agency's Axon camera and Axon Evidence training needs after Axon's has fulfilled its contracted on-site obligations

End user go-live training and support sessions

- Assistance with device set up and configuration
- Training on device use, Axon Evidence, and Evidence Sync

Implementation document packet

Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide

4. **Body-Worn Camera Virtual 1-Day Service (Axon Virtual).** Axon Virtual includes all items in the BWC Starter Service Package, except one (1) day of on-site services.
5. **CEW Services Packages.** CEW Services Packages are detailed below:

System set up and configuration

- Configure Axon Evidence categories & custom roles based on Agency need.
- Troubleshoot IT issues with Axon Evidence.
- Register users and assign roles in Axon Evidence.
- **For the CEW Full Service Package:** On-site assistance included
- **For the CEW Starter Package:** Virtual assistance included

Dedicated Project Manager

Assignment of specific Axon representative for all aspects of planning the rollout (Project Manager). Ideally, Project Manager will be assigned to Agency 4–6 weeks before rollout

Best practice implementation planning session to include:

- Provide considerations for the establishment of CEW policy and system operations best practices based on Axon's observations with other agencies
- Discuss the importance of entering metadata and best practices for digital data management
- Provide referrals to other agencies using TASER CEWs and Axon Evidence
- **For the CEW Full Service Package:** On-site assistance included
- **For the CEW Starter Package:** Virtual assistance included

System Admin and troubleshooting training sessions

On-site sessions providing a step-by-step explanation and assistance for Agency's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence

Axon Evidence Instructor training

- Provide training on the Axon Evidence to educate instructors who can support Agency's subsequent Axon Evidence training needs.
- **For the CEW Full Service Package:** Training for up to 3 individuals at Agency
- **For the CEW Starter Package:** Training for up to 1 individual at Agency

TASER CEW inspection and device assignment

Axon's on-site professional services team will perform functions check on all new TASER CEW Smart weapons and assign them to a user on Axon Evidence.

Post go-live review

For the CEW Full Service Package: On-site assistance included.

For the CEW Starter Package: Virtual assistance included.

6. **Smart Weapon Transition Service.** The Smart Weapon Transition Service includes:

Archival of CEW Firing Logs

Axon's on-site professional services team will upload CEW firing logs to Axon Evidence from all TASER CEW Smart Weapons that Agency is replacing with newer Smart Weapon models.

Return of Old Weapons

Axon's on-site professional service team will ship all old weapons back to Axon's headquarters. Axon will provide Agency with a Certificate of Destruction

*Note: CEW Full Service packages for TASER 7 or TASER 10 include Smart Weapon Transition Service instead of 1-Day Device Specific Instructor Course.

7. **VR Services Package.** VR Service includes advance remote project planning and configuration support and one (1) day of on-site service and a professional services manager to work with Agency to assess Agency's deployment and determine which Services are appropriate. The VR Service training options include:

System set up and configuration (Remote Support)

- Instructor-led setup of Axon VR headset content
- Configure agency settings based on Agency need
- Troubleshoot IT issues with Axon VR headset

Axon instructor training (Train the Trainer)

Training for up to five (5) Agency's in-house instructors who can support Agency's Axon VR CET and SIM training needs after Axon's has fulfilled its contracted on-site obligations

Classroom and practical training sessions

Step-by-step explanation and assistance for Agency's configuration of Axon VR CET and SIM functionality, basic operation, and best practices

8. **Axon Air, On-Site Training.** Axon Air, On-Site training includes advance remote project planning and configuration support and one (1) day of on-site Services and a professional services manager to work closely with Agency to assess Agency's deployment and determine which Services are appropriate. If Agency's requires more than one (1) day of on-site Services, Agency must purchase additional on-site Services. The Axon Air, On-Site training options include:

System set up and configuration (Remote Support)

- Instructor-led setup of Axon Air App (ASDS)
- Configure agency settings based on Agency need
- Configure drone controller
- Troubleshoot IT issues with Axon Evidence

Axon instructor training (Train the Trainer)

Training for Agency's in-house instructors who can support Agency's Axon Air and Axon Evidence training needs after Axon's has fulfilled its contracted on-site obligations

Classroom and practical training sessions

Step-by-step explanation and assistance for Agency's configuration of Axon Respond+ livestreaming functionality, basic operation, and best practices

9. **Axon Air, Virtual Training.** Axon Air, Virtual training includes all items in the Axon Air, On-Site Training Package, except the practical training session, with the Axon Instructor training for up to four hours virtually.

10. **Signal Sidearm Installation Service.**

- Purchases of 50 SSA units or more:** Axon will provide one (1) day of on-site service and one professional services manager and will provide train the trainer instruction, with direct assistance on the first of each unique holster/mounting type. Agency is responsible for providing a suitable work/training area.
- Purchases of less than 50 SSA units:** Axon will provide a 1-hour virtual instruction session on the basics of installation and device calibration.

11. **Out of Scope Services.** Axon is only responsible to perform the professional services described in the Quote and this Appendix. Any additional professional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.

12. **Delivery of Services.** Axon personnel will work Monday through Friday, 8:30 a.m. to 5:30 p.m., except holidays. Axon will perform all on-site tasks over a consecutive timeframe. Axon will not charge Agency travel time by Axon personnel to Agency premises as work hours.



Master Services and Purchasing Agreement for Agency

13. **Access Computer Systems to Perform Services.** Agency authorizes Axon to access relevant Agency computers and networks, solely for performing the Services. Axon will work to identify as soon as reasonably practicable resources and information Axon expects to use and will provide an initial itemized list to Agency. Agency is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Agency.
14. **Site Preparation.** Axon will provide a hardcopy or digital copy of current user documentation for the Axon Devices ("User Documentation"). User Documentation will include all required environmental specifications for the professional services and Axon Devices to operate per the Axon Device User Documentation. Before installation of Axon Devices (whether performed by Agency or Axon), Agency must prepare the location(s) where Axon Devices are to be installed ("Installation Site") per the environmental specifications in the Axon Device User Documentation. Following installation, Agency must maintain the Installation Site per the environmental specifications. If Axon modifies Axon Device User Documentation for any Axon Devices under this Agreement, Axon will provide the update to Agency when Axon generally releases it
15. **Acceptance.** When Axon completes professional services, Axon will present an acceptance form ("Acceptance Form") to Agency. Agency will sign the Acceptance Form acknowledging completion. If Agency reasonably believes Axon did not complete the professional services in substantial conformance with this Agreement, Agency must notify Axon in writing of the specific reasons for rejection within seven (7) calendar days from delivery of the Acceptance Form. Axon will address the issues and re-present the Acceptance Form for signature. If Axon does not receive the signed Acceptance Form or written notification of reasons for rejection within seven (7) calendar days of delivery of the Acceptance Form, Axon will deem Agency to have accepted the professional services.
16. **Agency Network.** For work performed by Axon transiting or making use of Agency's network, Agency is solely responsible for maintenance and functionality of the network. In no event will Axon be liable for loss, damage, or corruption of Agency's network from any cause.



Technology Assurance Plan Appendix

If Technology Assurance Plan ("TAP") or a bundle including TAP is on the Quote, this appendix applies.

1. **TAP Warranty.** The TAP warranty is an extended warranty that starts at the end of the one- (1-) year hardware limited warranty.
2. **Officer Safety Plan.** If Agency purchases an Officer Safety Plan ("OSP"), Agency will receive the deliverables detailed in the Quote. Agency must accept delivery of the TASER CEW and accessories as soon as available from Axon.
3. **OSP 7 or OSP 10 Term.** OSP 7 or OSP 10 begins on the date specified in the Quote ("OSP Term").
4. **TAP BWC Upgrade.** If Agency has no outstanding payment obligations and purchased TAP, Axon will provide Agency a new Axon body-worn camera ("BWC Upgrade") as scheduled in the Quote. If Agency purchased TAP, Axon will provide a BWC Upgrade that is the same or like Axon Device, at Axon's option. Axon makes no guarantee the BWC Upgrade will utilize the same accessories or Axon Dock.
5. **TAP Dock Upgrade.** If Agency has no outstanding payment obligations and purchased TAP, Axon will provide Agency a new Axon Dock as scheduled in the Quote ("Dock Upgrade"). Accessories associated with any Dock Upgrades are subject to change at Axon discretion. Dock Upgrades will only include a new Axon Dock bay configuration unless a new Axon Dock core is required for BWC compatibility. If Agency originally purchased a single-bay Axon Dock, the Dock Upgrade will be a single-bay Axon Dock model that is the same or like Axon Device, at Axon's option. If Agency originally purchased a multi-bay Axon Dock, the Dock Upgrade will be a multi-bay Axon Dock that is the same or like Axon Device, at Axon's option.
6. **Upgrade Delay.** Axon may ship the BWC and Dock Upgrades as scheduled in the Quote without prior confirmation from Agency unless the Parties agree in writing otherwise at least ninety (90) days in advance. Axon may ship the final BWC and Dock Upgrade as scheduled in the Quote sixty (60) days before the end of the Subscription Term without prior confirmation from Agency.
7. **Upgrade Change.** If Agency wants to upgrade Axon Device models from the current Axon Device to an upgraded Axon Device, Agency must pay the price difference between the MSRP for the current Axon Device and the MSRP for the upgraded Axon Device. If the model Agency desires has an MSRP less than the MSRP of the offered BWC Upgrade or Dock Upgrade, Axon will not provide a refund. The MSRP is the MSRP in effect at the time of the upgrade.
8. **Return of Original Axon Device.** Within thirty (30) days of receiving a BWC or Dock Upgrade, Agency must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon including serial numbers for the destroyed Axon Devices. If Agency does not return or destroy the Axon Devices, Axon will deactivate the serial numbers for the Axon Devices received by Agency.
9. **Termination.** If Agency's payment for TAP, OSP, or Axon Evidence is more than thirty (30) days past due, Axon may terminate TAP or OSP. Once TAP or OSP terminates for any reason:
 - 9.1. TAP and OSP coverage terminate as of the date of termination and no refunds will be given.
 - 9.2. Axon will not and has no obligation to provide the Upgrade Models.
 - 9.3. Agency must make any missed payments due to the termination before Agency may purchase any future TAP or OSP.



TASER 7 Appendix

This TASER 7 Appendix applies to Agency's TASER 7, OSP 7, or OSP 7 Plus purchase from Axon, if applicable.

1. **Duty Cartridge Replenishment Plan**. If the Quote includes "Duty Cartridge Replenishment Plan", Agency must purchase the plan for each CEW user. A CEW user includes officers that use a CEW in the line of duty and those that only use a CEW for training. Agency may not resell cartridges received. Axon will only replace cartridges used in the line of duty.
2. **Training**. If the Quote includes a training voucher, Agency must use the voucher within one (1) year of issuance, or the voucher will be void. Axon will issue Agency a voucher annually beginning on the start of the TASER Subscription Term. The voucher has no cash value. Agency cannot exchange it for another device or service. Unless stated in the Quote, the voucher does not include travel expenses and will be Agency's responsibility. If the Quote includes Axon Online Training or Virtual Reality Content Empathy Development for Autism/Schizophrenia (collectively, "Training Content"), Agency may access Training Content. Axon will deliver all Training Content electronically.
3. **TASER Upgrade**. If Agency purchases Axon's 10-year certification program for Axon's latest version of its TASER energy weapon ("Certification Program") and has no outstanding payment obligations as of the beginning of the sixth (6th) year of the Certification Program, Agency will qualify for an upgrade to any subsequent version of the Certification Program ("CEW Upgrade"). Agency will receive the CEW Upgrade at no additional cost, only to the extent such subsequent version of the Certification Program includes the same products or features as the Certification Program purchased by Agency. If Agency wants to upgrade to a Certification Program that includes additional products or features, Agency will pay the additional cost associated with such products and features. For the avoidance of doubt, Agency is not required to upgrade to any subsequent version of the Certification Program. Axon may ship the CEW Upgrade as scheduled in the Quote without prior confirmation from agency unless the Parties agree in writing otherwise at least ninety (90) days in advance. If necessary to maintain compatibility among Axon Devices, within thirty (30) days of receiving the CEW Upgrade, Agency must, if requested by Axon, return all hardware and related accessories received in connection with the Certification Program to Axon. In such event, Agency must ship batteries via ground shipping or in accordance with federal regulations in place at the time of the return. Axon will pay shipping costs for the return if Agency uses Axon's RMA process.
4. **Extended Warranty**. If the Quote includes an extended warranty, the extended warranty coverage period warranty will be for a five- (5-) year term, which includes the hardware manufacturer's warranty plus the four- (4-) year extended term.
5. **Trade-in**. If the Quote contains a discount on CEW-related line items, including items related to OSP, then that discount may only be applied as a trade-in credit, and Agency must return used hardware and accessories associated with the discount ("Trade-In Units") to Axon. Agency must ship batteries via ground shipping. Axon will pay shipping costs of the return. If Axon does not receive Trade-In Units within the timeframe below, Axon will invoice Agency the value of the trade-in credit. Agency may not destroy Trade-In Units and receive a trade-in credit.

Agency Size	Days to Return from Start Date of TASER 7 Subscription
Less than 100 officers	30 days
100 to 499 officers	90 days
500+ officers	180 days

6. **TASER 7 Subscription Term**. The TASER 7 Subscription Term for a standalone TASER 7 purchase begins on shipment of the TASER 7 hardware. The TASER 7 Subscription Term for OSP 7 begins on the OSP 7 start date.
7. **Access Rights**. Upon Axon granting Agency a TASER 7 Axon Evidence subscription, Agency may access and use Axon Evidence for the storage and management of data from TASER 7 CEW devices during the TASER 7 Subscription Term. Agency may not exceed the number of end users the Quote specifies.
8. **Privacy**. Axon will not disclose Agency Content or any information about Agency except as compelled by a court or administrative body or required by any law or regulation. Axon will give notice if any disclosure request is received for Agency Content, so Agency may file an objection with the court or administrative body.
9. **Termination**. If payment for TASER 7 is more than thirty (30) days past due, Axon may terminate Agency's TASER 7 plan by notifying Agency. Upon termination for any reason, then as of the date of termination:
 - 9.1. TASER 7 extended warranties and access to Training Content will terminate. No refunds will be given.



Master Services and Purchasing Agreement for Agency

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- 9.2. Axon will invoice Agency the remaining MSRP for TASER 7 products received before termination. If terminating for non-appropriations, Axon will not invoice Agency if Agency returns the CEW, rechargeable battery, holster, dock, core, training suits, and unused cartridges to Axon within thirty (30) days of the date of termination.
 - 9.3. Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future TASER 7 plan.



TASER 10 Appendix

This TASER 10 Appendix applies to Agency's TASER 10, OSP 10, OSP Plus, or OSP 10 Plus Premium purchase from Axon, if applicable.

1. **Duty Cartridge Replenishment Plan**. If the Quote includes "Duty Cartridge Replenishment Plan", Agency must purchase the plan for each CEW user. A CEW user includes officers that use a CEW in the line of duty and those that only use a CEW for training. Agency may not resell cartridges received. Axon will only replace cartridges used in the line of duty.
2. **Training**. If the Quote includes a training voucher, Agency must use the voucher within one (1) year of issuance, or the voucher will be void. Axon will issue Agency a voucher annually beginning on the start of the TASER Subscription Term. The voucher has no cash value. Agency cannot exchange it for another device or service. Unless stated in the Quote, the voucher does not include travel expenses and will be Agency's responsibility. If the Quote includes Axon Online Training or Virtual Reality Content Empathy Development for Autism/Schizophrenia (collectively, "Training Content"), Agency may access Training Content. Axon will deliver all Training Content electronically.
3. **Extended Warranty**. If the Quote includes an extended warranty, the extended warranty coverage period warranty will be for a five- (5-) year term, which includes the hardware manufacturer's warranty plus the four- (4-) year extended term.
4. **Trade-in**. If the Quote contains a discount on CEW-related line items, including items related to OSP, then that discount may only be applied as a trade-in credit, and Agency must return used hardware and accessories associated with the discount ("Trade-In Units") to Axon. Agency must ship batteries via ground shipping. Axon will pay shipping costs of the return. If Axon does not receive Trade-In Units within the timeframe below, Axon will invoice Agency the value of the trade-in credit. Agency may not destroy Trade-In Units and receive a trade-in credit.

<u>Agency Size</u>	<u>Days to Return from Start Date of TASER 10 Subscription</u>
Less than 100 officers	60 days
100 to 499 officers	90 days
500+ officers	180 days

5. **TASER 10 Subscription Term**. The TASER 10 Subscription Term for a standalone TASER 10 purchase begins on shipment of the TASER 10 hardware. The TASER 10 Subscription Term for OSP 10 begins on the OSP 10 start date.
6. **Access Rights**. Upon Axon granting Agency a TASER 10 Axon Evidence subscription, Agency may access and use Axon Evidence for the storage and management of data from TASER 10 CEW devices during the TASER 10 Subscription Term. Agency may not exceed the number of end users the Quote specifies.
7. **Agency Warranty**. If Agency is located in the US, Agency warrants and acknowledges that TASER 10 is classified as a firearm and is being acquired for official Agency use pursuant to a law enforcement agency transfer under the Gun Control Act of 1968.
8. **Purchase Order**. To comply with applicable laws and regulations, Agency must provide a purchase order to Axon prior to shipment of TASER 10.



Axon Auto-Tagging Appendix

If Auto-Tagging is included on the Quote, this Appendix applies.

1. **Scope.** Axon Auto-Tagging consists of the development of a module to allow Axon Evidence to interact with Agency's Computer-Aided Dispatch ("CAD") or Records Management Systems ("RMS"). This allows end users to auto-populate Axon video meta-data with a case ID, category, and location-based on data maintained in Agency's CAD or RMS.
2. **Support.** For thirty (30) days after completing Auto-Tagging Services, Axon will provide up to five (5) hours of remote support at no additional charge. Axon will provide free support due to a change in Axon Evidence, if Agency maintains an Axon Evidence and Auto-Tagging subscription. Axon will not provide support if a change is required because Agency changes its CAD or RMS.
3. **Changes.** Axon is only responsible to perform the Services in this Appendix. Any additional Services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule.
4. **Agency Responsibilities.** Axon's performance of Auto-Tagging Services requires Agency to:
 - 4.1. Make available relevant systems, including Agency's current CAD or RMS, for assessment by Axon (including remote access if possible);
 - 4.2. Make required modifications, upgrades or alterations to Agency's hardware, facilities, systems and networks related to Axon's performance of Auto-Tagging Services;
 - 4.3. Provide access to the premises where Axon is performing Auto-Tagging Services, subject to Agency safety and security restrictions, and allow Axon to enter and exit the premises with laptops and materials needed to perform Auto-Tagging Services;
 - 4.4. Provide all infrastructure and software information (TCP/IP addresses, node names, network configuration) necessary for Axon to provide Auto-Tagging Services;
 - 4.5. Promptly install and implement any software updates provided by Axon;
 - 4.6. Ensure that all appropriate data backups are performed;
 - 4.7. Provide assistance, participation, and approvals in testing Auto-Tagging Services;
 - 4.8. Provide Axon with remote access to Agency's Axon Evidence account when required;
 - 4.9. Notify Axon of any network or machine maintenance that may impact the performance of the module at Agency; and
 - 4.10. Ensure reasonable availability of knowledgeable staff and personnel to provide timely, accurate, complete, and up-to-date documentation and information to Axon.
5. **Access to Systems.** Agency authorizes Axon to access Agency's relevant computers, network systems, and CAD or RMS solely for performing Auto-Tagging Services. Axon will work diligently to identify the resources and information Axon expects to use and will provide an initial list to Agency. Agency is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Agency.



Axon Fleet Appendix

If Axon Fleet is included on the Quote, this Appendix applies.

1. Agency Responsibilities.

19. Agency must ensure its infrastructure and vehicles adhere to the minimum requirements to operate Axon Fleet 2 or Axon Fleet 3 (collectively, "**Axon Fleet**") as established by Axon during the qualifier call and on-site assessment at Agency and in any technical qualifying questions. If Agency's representations are inaccurate, the Quote is subject to change.

20. Agency is responsible for providing a suitable work area for Axon or Axon third-party providers to install Axon Fleet systems into Agency vehicles. Agency is responsible for making available all vehicles for which installation services were purchased, during the agreed upon onsite installation dates. Failure to make vehicles available may require an equitable adjustment in fees or schedule.

2. **Cradlepoint.** If Agency purchases Cradlepoint Enterprise Cloud Manager, Agency will comply with Cradlepoint's end user license agreement. The term of the Cradlepoint license may differ from the Axon Evidence Subscription. If Agency requires Cradlepoint support, Agency will contact Cradlepoint directly.

3. **Third-party Installer.** Axon will not be liable for the failure of Axon Fleet hardware to operate per specifications if such failure results from installation not performed by, or as directed by Axon.

4. Wireless Offload Server.

4.1. **License Grant.** Axon grants Agency a non-exclusive, royalty-free, worldwide, perpetual license to use Wireless Offload Server ("**WOS**"). "Use" means storing, loading, installing, or executing WOS solely for data communication with Axon Devices for the number of licenses purchased. The WOS term begins upon the start of the Axon Evidence Subscription.

4.2. **Restrictions.** Agency may not: (a) modify, alter, tamper with, repair, or create derivative works of WOS; (b) reverse engineer, disassemble, or decompile WOS, apply any process to derive the source code of WOS, or allow others to do so; (c) access or use WOS to avoid incurring fees or exceeding usage limits; (d) copy WOS in whole or part; (e) use trade secret information contained in WOS; (f) resell, rent, loan or sublicense WOS; (g) access WOS to build a competitive device or service or copy any features, functions or graphics of WOS; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within WOS.

4.3. **Updates.** If Agency purchases WOS maintenance, Axon will make updates and error corrections to WOS ("**WOS Updates**") available electronically via the Internet or media as determined by Axon. Agency is responsible for establishing and maintaining adequate Internet access to receive WOS Updates and maintaining computer equipment necessary for use of WOS. The Quote will detail the maintenance term.

4.4. **WOS Support.** Upon request by Axon, Agency will provide Axon with access to Agency's store and forward servers solely for troubleshooting and maintenance.

5. Axon Vehicle Software.

5.1. **License Grant.** Axon grants Agency a non-exclusive, royalty-free, worldwide, perpetual license to use ViewXL or Dashboard (collectively, "**Axon Vehicle Software**".) "Use" means storing, loading, installing, or executing Axon Vehicle Software solely for data communication with Axon Devices. The Axon Vehicle Software term begins upon the start of the Axon Evidence Subscription.

5.2. **Restrictions.** Agency may not: (a) modify, alter, tamper with, repair, or create derivative works of Axon Vehicle Software; (b) reverse engineer, disassemble, or decompile Axon Vehicle Software, apply any process to derive the source code of Axon Vehicle Software, or allow others to do so; (c) access or use Axon Vehicle Software to avoid incurring fees or exceeding usage limits; (d) copy Axon Vehicle Software in whole or part; (e) use trade secret information contained in Axon Vehicle Software; (f) resell, rent, loan or sublicense Axon Vehicle Software; (g) access Axon Vehicle Software to build a competitive device or service or copy any features, functions or graphics of Axon Vehicle Software; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Axon Vehicle Software.



Master Services and Purchasing Agreement for Agency

6. **Acceptance Checklist.** If Axon provides services to Agency pursuant to any statement of work in connection with Axon Fleet, within seven (7) days of the date on which Agency retrieves Agency's vehicle(s) from the Axon installer, said vehicle having been installed and configured with tested and fully and properly operational in-car hardware and software identified above, Agency will receive a Professional Services Acceptance Checklist to submit to Axon indicating acceptance or denial of said deliverables.
7. **Axon Fleet Upgrade.** If Agency has no outstanding payment obligations and has purchased the "Fleet Technology Assurance Plan" (Fleet TAP), Axon will provide Agency with the same or like model of Fleet hardware ("**Axon Fleet Upgrade**") as scheduled on the Quote.
 - 7.1. If Agency would like to change models for the Axon Fleet Upgrade, Agency must pay the difference between the MSRP for the offered Axon Fleet Upgrade and the MSRP for the model desired. The MSRP is the MSRP in effect at the time of the upgrade. Agency is responsible for the removal of previously installed hardware and installation of the Axon Fleet Upgrade.
 - 7.2. Within thirty (30) days of receiving the Axon Fleet Upgrade, Agency must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon, including serial numbers of the destroyed Axon Devices. If Agency does not destroy or return the Axon Devices to Axon, Axon will deactivate the serial numbers for the Axon Devices received by Agency.
8. **Axon Fleet Termination.** Axon may terminate Agency's Fleet subscription for non-payment. Upon any termination:
 - 8.1. Axon Fleet subscription coverage terminates, and no refunds will be given.
 - 8.2. Axon will not and has no obligation to provide the Axon Fleet Upgrade.
 - 8.3. Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future Fleet TAP.



Axon Respond Appendix

This Axon Respond Appendix applies to both Axon Respond and Axon Respond Plus, if either is included on the Quote.

1. **Axon Respond Subscription Term.** If Agency purchases Axon Respond as part of a bundled offering, the Axon Respond subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Respond to Agency. If Agency purchases Axon Respond as a standalone, the Axon Respond subscription begins the later of the (1) date Axon provisions Axon Respond to Agency, or (2) first day of the month following the Effective Date. The Axon Respond subscription term will end upon the completion of the Axon Evidence Subscription associated with Axon Respond.
2. **Scope of Axon Respond.** The scope of Axon Respond is to assist Agency with real-time situational awareness during critical incidents to improve officer safety, effectiveness, and awareness. In the event Agency uses Axon Respond outside this scope, Axon may initiate good-faith discussions with Agency on upgrading Agency's Axon Respond to better meet Agency's needs.
3. **Axon Body 3 LTE Requirements.** Axon Respond is only available and usable with an LTE enabled body-worn camera. Axon is not liable if Agency utilizes the LTE device outside of the coverage area or if the LTE carrier is unavailable. LTE coverage is only available in the United States, including any U.S. territories. Axon may utilize a carrier of Axon's choice to provide LTE service. Axon may change LTE carriers during the Term without Agency's consent.
4. **Axon Fleet 3 LTE Requirements.** Axon Respond is only available and usable with a Fleet 3 system configured with LTE modem and service. Agency is responsible for providing LTE service for the modem. Coverage and availability of LTE service is subject to Agency's LTE carrier.
5. **Axon Respond Service Limitations.** Agency acknowledges that LTE service is made available only within the operating range of the networks. Service may be temporarily refused, interrupted, or limited because of: (a) facilities limitations; (b) transmission limitations caused by atmospheric, terrain, other natural or artificial conditions adversely affecting transmission, weak batteries, system overcapacity, movement outside a service area or gaps in coverage in a service area, and other causes reasonably outside of the carrier's control such as intentional or negligent acts of third parties that damage or impair the network or disrupt service; or (c) equipment modifications, upgrades, relocations, repairs, and other similar activities necessary for the proper or improved operation of service.
 - 5.1. With regard to Axon Body 3, Partner networks are made available as-is and the carrier makes no warranties or representations as to the availability or quality of roaming service provided by carrier partners, and the carrier will not be liable in any capacity for any errors, outages, or failures of carrier partner networks. Agency expressly understands and agrees that it has no contractual relationship whatsoever with the underlying wireless service provider or its affiliates or contractors and Agency is not a third-party beneficiary of any agreement between Axon and the underlying carrier.
6. **Termination.** Upon termination of this Agreement, or if Agency stops paying for Axon Respond or bundles that include Axon Respond, Axon will end Axon Respond services, including any Axon-provided LTE service.



Add-on Services Appendix

This Appendix applies if Axon Community Request, Axon Redaction Assistant, and/or Axon Performance are included on the Quote.

1. **Subscription Term**. If Agency purchases Axon Community Request, Axon Redaction Assistant, or Axon Performance as part of OSP 7 or OSP 10, the subscription begins on the later of the (1) start date of the OSP 7 or OSP 10 Term, or (2) date Axon provisions Axon Community Request Axon Redaction Assistant, or Axon Performance to Agency.
 - 1.1. If Agency purchases Axon Community Request, Axon Redaction Assistant, or Axon Performance as a standalone, the subscription begins the later of the (1) date Axon provisions Axon Community Request, Axon Redaction Assistant, or Axon Performance to Agency, or (2) first day of the month following the Effective Date.
 - 1.2. The subscription term will end upon the completion of the Axon Evidence Subscription associated with the add-on.
2. **Axon Community Request Storage**. For Axon Community Request, Agency may store an unlimited amount of data submitted through the public portal ("**Portal Content**"), within Agency's Axon Evidence instance. The post-termination provisions outlined in the Axon Cloud Services Terms of Use Appendix also apply to Portal Content.
3. **Performance Auto-Tagging Data**. In order to provide some features of Axon Performance to Agency, Axon will need to store call for service data from Agency's CAD or RMS.



Axon Auto-Transcribe Appendix

This Appendix applies if Axon Auto-Transcribe is included on the Quote.

1. **Subscription Term.** If Agency purchases Axon Auto-Transcribe as part of a bundle or Axon Cloud Services subscription, the subscription begins on the later of the (1) start date of the bundle or Axon Cloud Services license term, or (2) date Axon provisions Axon Auto-Transcribe to Agency. If Agency purchases Axon Auto-Transcribe minutes as a standalone, the subscription begins on the date Axon provisions Axon Auto-Transcribe to Agency.
 - 1.1. If Agency cancels Auto-Transcribe services, any amounts owed by the Parties will be based on the amount of time passed under the annual subscription, rather than on the number of minutes used, regardless of usage.
2. **Auto-Transcribe A-La-Carte Minutes.** Upon Axon granting Agency a set number of minutes, Agency may utilize Axon Auto-Transcribe, subject to the number of minutes allowed on the Quote. Agency will not have the ability to roll over unused minutes to future Auto-Transcribe terms. Axon may charge Agency additional fees for exceeding the number of purchased minutes. Axon Auto-Transcribe minutes expire one year after being provisioned to Agency by Axon.
3. **Axon Unlimited Transcribe.** Upon Axon granting Agency an Unlimited Transcribe subscription to Axon Auto-Transcribe, Agency may utilize Axon Auto-Transcribe with no limit on the number of minutes. Unlimited Transcribe includes automatic transcription of all Axon BWC and Axon Capture footage. With regard to Axon Interview Room, Axon Fleet, Axon Citizen, or third-party transcription, transcription must be requested on demand. Notwithstanding the foregoing, Axon may limit usage after 5,000 minutes per user per month for multiple months in a row. Axon will not bill for overages.
4. **Warranty.** Axon disclaims all warranties, express or implied, for Axon Auto-Transcribe.



Axon Virtual Reality Content Terms of Use Appendix

If Virtual Reality is included on the Quote, this Appendix applies.

1. **Term**. The Quote will detail the products and license duration, as applicable, of the goods, services, and software, and contents thereof, provided by Axon to Agency related to virtual reality (collectively, "**Virtual Reality Media**").
2. **Headsets**. Agency may purchase additional virtual reality headsets from Axon. In the event Agency decides to purchase additional virtual reality headsets for use with Virtual Reality Media, Agency must purchase those headsets from Axon.
3. **License Restrictions**. All licenses will immediately terminate if Agency does not comply with any term of this Agreement. If Agency utilizes more users than stated in this Agreement, Agency must purchase additional Virtual Reality Media licenses from Axon. Agency may not use Virtual Reality Media for any purpose other than as expressly permitted by this Agreement. Agency may not:
 - 3.1. modify, tamper with, repair, or otherwise create derivative works of Virtual Reality Media;
 - 3.2. reverse engineer, disassemble, or decompile Virtual Reality Media or apply any process to derive the source code of Virtual Reality Media, or allow others to do the same;
 - 3.3. copy Virtual Reality Media in whole or part, except as expressly permitted in this Agreement;
 - 3.4. use trade secret information contained in Virtual Reality Media;
 - 3.5. resell, rent, loan or sublicense Virtual Reality Media;
 - 3.6. access Virtual Reality Media to build a competitive device or service or copy any features, functions, or graphics of Virtual Reality Media; or
 - 3.7. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Virtual Reality Media or any copies of Virtual Reality Media.
4. **Privacy**. Agency's use of the Virtual Reality Media is subject to the Axon Virtual Reality Privacy Policy, a current version of which is available at <https://www.axon.com/legal/axon-virtual-reality-privacy-policy>.
5. **Termination**. Axon may terminate Agency's license immediately for Agency's failure to comply with any of the terms in this Agreement.



Axon Evidence Local Software Appendix

This Appendix applies if Axon Evidence Local is included on the Quote.

1. **License.** Axon owns all executable instructions, images, icons, sound, and text in Axon Evidence Local. All rights are reserved to Axon. Axon grants a non-exclusive, royalty-free, worldwide right and license to use Axon Evidence Local. "Use" means storing, loading, installing, or executing Axon Evidence Local exclusively for data communication with an Axon Device. Agency may use Axon Evidence Local in a networked environment on computers other than the computer it installs Axon Evidence Local on, so long as each execution of Axon Evidence Local is for data communication with an Axon Device. Agency may make copies of Axon Evidence Local for archival purposes only. Axon shall retain all copyright, trademark, and proprietary notices in Axon Evidence Local on all copies or adaptations.
2. **Term.** The Quote will detail the duration of the Axon Evidence Local license, as well as any maintenance. The term will begin upon installation of Axon Evidence Local.
3. **License Restrictions.** All licenses will immediately terminate if Agency does not comply with any term of this Agreement. Agency may not use Axon Evidence Local for any purpose other than as expressly permitted by this Agreement. Agency may not:
 - 3.1. modify, tamper with, repair, or otherwise create derivative works of Axon Evidence Local;
 - 3.2. reverse engineer, disassemble, or decompile Axon Evidence Local or apply any process to derive the source code of Axon Evidence Local, or allow others to do the same;
 - 3.3. access or use Axon Evidence Local to avoid incurring fees or exceeding usage limits or quotas;
 - 3.4. copy Axon Evidence Local in whole or part, except as expressly permitted in this Agreement;
 - 3.5. use trade secret information contained in Axon Evidence Local;
 - 3.6. resell, rent, loan or sublicense Axon Evidence Local;
 - 3.7. access Axon Evidence Local to build a competitive device or service or copy any features, functions, or graphics of Axon Evidence Local; or
 - 3.8. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Axon Evidence Local or any copies of Axon Evidence Local.
4. **Support.** Axon may make available updates and error corrections ("**Updates**") to Axon Evidence Local. Axon will provide Updates electronically via the Internet or media as determined by Axon. Agency is responsible for establishing and maintaining adequate access to the Internet to receive Updates. Agency is responsible for maintaining the computer equipment necessary to use Axon Evidence Local. Axon may provide technical support of a prior release/version of Axon Evidence Local for six (6) months from when Axon made the subsequent release/version available.
5. **Termination.** Axon may terminate Agency's license immediately for Agency's failure to comply with any of the terms in this Agreement. Upon termination, Axon may disable Agency's right to login to Axon Evidence Local.



Axon Application Programming Interface Appendix

This Appendix applies if Axon's API Services are included on the Quote.

1. Definitions.

- 1.1. **"API Client"** means the software that acts as the interface between Agency's computer and the server, which is already developed or to be developed by Agency.
- 1.2. **"API Interface"** means software implemented by Agency to configure Agency's independent API Client Software to operate in conjunction with the API Service for Agency's authorized Use.
- 1.3. **"Axon Evidence Partner API, API or Axon API"** (collectively **"API Service"**) means Axon's API which provides a programmatic means to access data in Agency's Axon Evidence account or integrate Agency's Axon Evidence account with other systems.
- 1.4. **"Use"** means any operation on Agency's data enabled by the supported API functionality.

2. Purpose and License.

- 2.1. Agency may use API Service and data made available through API Service, in connection with an API Client developed by Agency. Axon may monitor Agency's use of API Service to ensure quality, improve Axon devices and services, and verify compliance with this Agreement. Agency agrees to not interfere with such monitoring or obscure from Axon Agency's use of API Service. Agency will not use API Service for commercial use.
- 2.2. Axon grants Agency a non-exclusive, non-transferable, non-sublicensable, worldwide, revocable right and license during the Term to use API Service, solely for Agency's Use in connection with Agency's API Client.
- 2.3. Axon reserves the right to set limitations on Agency's use of the API Service, such as a quota on operations, to ensure stability and availability of Axon's API. Axon will use reasonable efforts to accommodate use beyond the designated limits.

3. **Configuration.** Agency will work independently to configure Agency's API Client with API Service for Agency's applicable Use. Agency will be required to provide certain information (such as identification or contact details) as part of the registration. Registration information provided to Axon must be accurate. Agency will inform Axon promptly of any updates. Upon Agency's registration, Axon will provide documentation outlining API Service information.

4. **Agency Responsibilities.** When using API Service, Agency and its end users may not:

- 4.1. use API Service in any way other than as expressly permitted under this Agreement;
- 4.2. use in any way that results in, or could result in, any security breach to Axon;
- 4.3. perform an action with the intent of introducing any viruses, worms, defect, Trojan horses, malware, or any items of a destructive nature to Axon Devices and Services;
- 4.4. interfere with, modify, disrupt or disable features or functionality of API Service or the servers or networks providing API Service;
- 4.5. reverse engineer, decompile, disassemble, or translate or attempt to extract the source code from API Service or any related software;
- 4.6. create an API Interface that functions substantially the same as API Service and offer it for use by third parties;
- 4.7. provide use of API Service on a service bureau, rental or managed services basis or permit other individuals or entities to create links to API Service;
- 4.8. frame or mirror API Service on any other server, or wireless or Internet-based device;
- 4.9. make available to a third-party, any token, key, password or other login credentials to API Service;
- 4.10. take any action or inaction resulting in illegal, unauthorized or improper purposes; or
- 4.11. disclose Axon's API manual.

5. **API Content.** All content related to API Service, other than Agency Content or Agency's API Client content, is considered Axon's API Content, including:

- 5.1. the design, structure and naming of API Service fields in all responses and requests;



Master Services and Purchasing Agreement for Agency

- 5.2. the resources available within API Service for which Agency takes actions on, such as evidence, cases, users, or reports;
- 5.3. the structure of and relationship of API Service resources; and
- 5.4. the design of API Service, in any part or as a whole.
6. **Prohibitions on API Content.** Neither Agency nor its end users will use API content returned from the API Interface to:
 - 6.1. scrape, build databases, or otherwise create permanent copies of such content, or keep cached copies longer than permitted by the cache header;
 - 6.2. copy, translate, modify, create a derivative work of, sell, lease, lend, convey, distribute, publicly display, or sublicense to any third-party;
 - 6.3. misrepresent the source or ownership; or
 - 6.4. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices).
7. **API Updates.** Axon may update or modify the API Service from time to time ("API Update"). Agency is required to implement and use the most current version of API Service and to make any applicable changes to Agency's API Client required as a result of such API Update. API Updates may adversely affect how Agency's API Client access or communicate with API Service or the API Interface. Each API Client must contain means for Agency to update API Client to the most current version of API Service. Axon will provide support for one (1) year following the release of an API Update for all depreciated API Service versions.



Advanced User Management Appendix

This Appendix applies if Axon Advanced User Management is included on the Quote.

1. **Scope.** Advanced User Management allows Agency to (a) utilize bulk user creation and management, (b) automate user creation and management through System for Cross-domain Identity Management ("SCIM"), and (c) automate group creation and management through SCIM.
2. **Advanced User Management Configuration.** Agency will work independently to configure Agency's Advanced User Management for Agency's applicable Use. Upon request, Axon will provide general guidance to Agency, including documentation that details the setup and configuration process.



Axon Channel Services Appendix

This Appendix applies if Agency purchases Axon Channel Service, as set forth on the Quote.

1. Definitions.

- 1.1. **"Axon Digital Evidence Management System"** means Axon Evidence or Axon Evidence Local, as specified in the attached Channel Services Statement of Work.
- 1.2. **"Active Channel"** means a third-party system that is continuously communicating with an Axon Digital Evidence Management System.
- 1.3. **"Inactive Channel"** means a third-party system that will have a one-time communication to an Axon Digital Evidence Management System.

2. **Scope.** Agency currently has a third-party system or data repository from which Agency desires to share data with Axon Digital Evidence Management. Axon will facilitate the transfer of Agency's third-party data into an Axon Digital Evidence Management System or the transfer of Agency data out of an Axon Digital Evidence Management System as defined in the Channel Services Statement of Work ("**Channel Services SOW**"). Channel Services will not delete any Agency Content. Agency is responsible for verifying all necessary data is migrated correctly and retained per Agency policy.

3. **Changes.** Axon is only responsible to perform the Services described in this Appendix and Channel Services SOW. Any additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.

4. **Purpose and Use.** Agency is responsible for verifying Agency has the right to share data from and provide access to third-party system as it relates to the Services described in this Appendix and the Channel Services SOW. For Active Channels, Agency is responsible for any changes to a third-party system that may affect the functionality of the channel service. Any additional work required for the continuation of the Service may require additional fees. An Axon Field Engineer may require access to Agency's network and systems to perform the Services described in the Channel Services SOW. Agency is responsible for facilitating this access per all laws and policies applicable to Agency.

5. **Project Management.** Axon will assign a Project Manager to work closely with Agency's project manager and project team members and will be responsible for completing the tasks required to meet all contract deliverables on time and budget.

6. **Warranty.** Axon warrants that it will perform the Channel Services in a good and workmanlike manner.

7. **Monitoring.** Axon may monitor Agency's use of Channel Services to ensure quality, improve Axon devices and services, prepare invoices based on the total amount of data migrated, and verify compliance with this Agreement. Agency agrees not to interfere with such monitoring or obscure from Axon Agency's use of channel services.

8. **Agency's Responsibilities.** Axon's successful performance of the Channel Services requires Agency:

- 8.1. Make available its relevant systems for assessment by Axon (including making these systems available to Axon via remote access);
- 8.2. Provide access to the building facilities and where Axon is to perform the Channel Services, subject to safety and security restrictions imposed by the Agency (including providing security passes or other necessary documentation to Axon representatives performing the Channel Services permitting them to enter and exit Agency premises with laptop personal computers and any other materials needed to perform the Channel Services);
- 8.3. Provide all necessary infrastructure and software information (TCP/IP addresses, node names, and network configuration) for Axon to provide the Channel Services;
- 8.4. Ensure all appropriate data backups are performed;
- 8.5. Provide Axon with remote access to the Agency's network and third-party systems when required for Axon to perform the Channel Services;
- 8.6. Notify Axon of any network or machine maintenance that may impact the performance of the Channel Services; and
- 8.7. Ensure the reasonable availability by phone or email of knowledgeable staff, personnel, system administrators,



Master Services and Purchasing Agreement for Agency

and operators to provide timely, accurate, complete, and up-to-date documentation and information to Axon (these contacts are to provide background information and clarification of information required to perform the Channel Services).

VIEVU Data Migration Appendix

This Appendix applies if Agency purchases Migration services, as set forth on the Quote.

1. **Scope.** Agency currently has legacy data in the VIEVU solution from which Agency desires to move to Axon Evidence. Axon will work with Agency to copy legacy data from the VIEVU solution into Axon Evidence ("**Migration**"). Before Migration, Agency and Axon will work together to develop a Statement of Work ("**Migration SOW**") to detail all deliverables and responsibilities. The Migration will require the availability of Agency resources. Such resources will be identified in the SOW. On-site support during Migration is not required. Upon Agency's request, Axon will provide on-site support for an additional fee. Any request for on-site support will need to be pre-scheduled and is subject to Axon's resource availability.
 - 1.1. A small amount of unexposed data related to system information will not be migrated from the VIEVU solution to Axon Evidence. Upon request, some of this data can be manually exported before Migration and provided to Agency. The Migration SOW will provide further detail.
2. **Changes.** Axon is only responsible to perform the Services described in this Appendix and Migration SOW. Any additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.
3. **Project Management.** Axon will assign a Project Manager to work closely with Agency's project manager and project team members and will be responsible for completing the tasks required to meet all contract deliverables on time and budget.
4. **Downtime.** There may be downtime during the Migration. The duration of the downtime will depend on the amount of data that Agency is migrating. Axon will work with Agency to minimize any downtime. Any VIEVU mobile application will need to be disabled upon Migration.
5. **Functionality Changes.** Due to device differences between the VIEVU solution and the Axon's Axon Evidence solution, there may be functionality gaps that will not allow for all migrated data to be displayed the same way in the user interface after Migration.
6. **Acceptance.** Once the Migration is complete, Axon will notify Agency and provide an acceptance form. Agency is responsible for verifying that the scope of the project has been completed and all necessary data is migrated correctly and retained per Agency policy. Agency will have ninety (90) days to provide Axon acceptance that the Migration was successful, or Axon will deem the Migration accepted.
 - 6.1. In the event Agency does not accept the Migration, Agency agrees to notify Axon within a reasonable time. Agency also agrees to allow Axon a reasonable time to resolve any issue. In the event Agency does not provide Axon with a written rejection of the Migration during these ninety (90) days, Agency may be charged for additional monthly storage costs. After Agency provides acceptance of the Migration, Axon will delete all data from the VIEVU solution ninety (90) days after the Migration.
7. **Post-Migration.** After Migration, the VIEVU solution may not be supported and updates may not be provided. Axon may end of life the VIEVU solution in the future. If Agency elects to maintain data within the VIEVU solution, Axon will provide Agency ninety (90) days' notice before ending support for the VIEVU solution.
8. **Warranty.** Axon warrants that it will perform the Migration in a good and workmanlike manner.
9. **Monitoring.** Axon may monitor Agency's use of Migration to ensure quality, improve Axon Devices and Services, prepare invoices based on the total amount of data migrated, and verify compliance with this Agreement. Agency agrees not to interfere with such monitoring or obscure Agency's use of Migration from Axon.



Axon Technical Account Manager Appendix

This Appendix applies if Axon Support Engineer services are included on the Quote.

1. **Axon Technical Account Manager Payment.** Axon will invoice for Axon Technical Account Manager ("TAM") services, as outlined in the Quote, when the TAM commences work on-site at Agency.

2. **Full-Time TAM Scope of Services.**

- 2.1. A Full-Time TAM will work on-site four (4) days per week, unless an alternate schedule or reporting location is mutually agreed upon by Axon and Customer.
- 2.2. Agency's Axon sales representative and Axon's Agency Success team will work with Agency to define its support needs and ensure the Full-Time TAM has skills to align with those needs. There may be up to a six- (6-) month waiting period before the Full-Time TAM can work on-site, depending upon Agency's needs and availability of a Full-Time TAM.
- 2.3. The purchase of Full-Time TAM Services includes two (2) complimentary Axon Accelerate tickets per year of the Agreement, so long as the TAM has started work at Agency, and Agency is current on all payments for the Full-Time TAM Service.
- 2.4. The Full-Time TAM **Service options** are listed below:

Ongoing System Set-up and Configuration

Assisting with assigning cameras and registering docks
Maintaining **Agency's Axon Evidence account**
Connecting Agency to "Early Access" programs for new devices

Account Maintenance

Conducting on-site training on new features and **devices for Agency leadership team(s)**
Thoroughly documenting issues and workflows and suggesting new workflows to improve **the effectiveness of the Axon program**
Conducting weekly meetings to cover current issues and program status

Data Analysis

Providing on-demand Axon usage data to identify trends and insights for improving daily workflows
Comparing **Agency's Axon usage and trends to peers to establish best practices**
Proactively monitoring the health of Axon equipment and coordinating returns when needed

Direct Support

Providing on-site, Tier 1 and Tier 2 (as defined in Axon's Service Level Agreement) technical support for Axon Devices
Proactively monitoring the health of **Axon equipment**
Creating and monitoring RMAs **on-site**
Providing Axon app support
Monitoring and testing new firmware and workflows before they are released to Agency's production environment

Agency Advocacy

Coordinating **bi-annual voice of customer meetings with Axon's Device Management team**
Recording and tracking Agency feature requests and major bugs

3. **Regional TAM Scope of Services**

- 3.1. A Regional TAM will work on-site for three (3) consecutive days per quarter. Agency must schedule the on-site days at least two (2) weeks in advance. The Regional TAM will also be available by phone and email during regular business hours up to eight (8) hours per week.
- 3.2. There may be up to a six- (6-) month waiting period before Axon assigns a Regional TAM to Agency, depending upon the availability of a Regional TAM.
- 3.3. The purchase of Regional TAM Services includes two (2) complimentary Axon Accelerate tickets per year of the Agreement, so long as the TAM has started work at Agency and Agency is current on all payments for the Regional TAM Service.
- 3.4. The Regional TAM service options are listed below:



Account Maintenance

Conducting remote training on new features and devices for Agency's leadership

Thoroughly documenting issues and workflows and suggesting new workflows to improve the effectiveness of the Axon program

Conducting weekly conference calls to cover current issues and program status

Visiting Agency quarterly (up to 3 consecutive days) to perform a quarterly business review, discuss Agency's goals for your Axon program, and continue to ensure a successful deployment of Axon Devices

Direct Support

Providing remote, Tier 1 and Tier 2 (As defined Axon's Service Level Agreement) technical support for Axon Devices

Creating and monitoring RMAs remotely

Data Analysis

Providing quarterly Axon usage data to identify trends and program efficiency opportunities

Comparing an Agency's Axon usage and trends to peers to establish best practices

Proactively monitoring the health of Axon equipment and coordinating returns when needed

Agency Advocacy

Coordinating bi-yearly Voice of Agency meetings with Device Management team

Recording and tracking Agency feature requests and major bugs

4. **Out of Scope Services.** The TAM is responsible to perform only the Services described in this Appendix. Any additional Services discussed or implied that are not defined explicitly in this Appendix will be considered out of the scope.
5. **TAM Leave Time.** The TAM will be allowed up seven (7) days of sick leave and up to fifteen (15) days of vacation time per each calendar year. The TAM will work with Agency to coordinate any time off and will provide Agency with at least two (2) weeks' notice before utilizing any vacation days.



Master Services and Purchasing Agreement for Agency

Axon Investigate Appendix

If the Quote includes Axon's On Prem Video Suite known as Axon Investigate or Third Party Video Support License, the following appendix shall apply.

1. **License Grant.** Subject to the terms and conditions specified below and upon payment of the applicable fees set forth in the Quote, Axon grants to Agency a nonexclusive, nontransferable license to install, use, and display the Axon Investigate software ("**Software**") solely for its own internal use only and for no other purpose, for the duration of subscription term set forth in the Quote. This Agreement does not grant Agency any right to enhancements or updates, but if such are made available to Agency and obtained by Agency they shall become part of the Software and governed by the terms of this Agreement.
2. **Third-Party Licenses.** Axon licenses several third-party codecs and applications that are integrated into the Software. Users with an active support contract with Axon are granted access to these additional features. By accepting this agreement, Agency agrees to and understands that an active support contract is required for all of the following features: DNxHD output formats, decoding files via the "fast indexing" method, proprietary file metadata, telephone and email support, and all future updates to the software. If Agency terminates the annual support contract with Axon, the features listed above will be disabled within the Software. It is recommended that users remain on an active support contract to maintain the full functionality of the Software.
3. **Restrictions on Use.** Agency may not permit any other person to use the Software unless such use is in accordance with the terms of this Agreement. Agency may not modify, translate, reverse engineer, reverse compile, decompile, disassemble or create derivative works with respect to the Software, except to the extent applicable laws specifically prohibit such restrictions. Agency may not rent, lease, sublicense, grant a security interest in or otherwise transfer Agency's rights to or to use the Software. Any rights not granted are reserved to Axon.
4. **Term.** For purchased perpetual Licenses only—excluding Licenses leased for a pre-determined period, evaluation licenses, companion licenses, as well as temporary licenses—the license shall be perpetual unless Agency fails to observe any of its terms, in which case it shall terminate immediately, and without additional prior notice. The terms of Paragraphs 1, 2, 3, 5, 6, 8 and 9 shall survive termination of this Agreement. For licenses leased for a pre-determined period, for evaluation licenses, companion licenses, as well as temporary licenses, the license is granted for a period beginning at the installation date and for the duration of the evaluation period or temporary period as agreed between Axon and Agency.
5. **Title.** Axon and its licensors shall have sole and exclusive ownership of all right, title, and interest in and to the Software and all changes, modifications, and enhancements thereof (including ownership of all trade secrets and copyrights pertaining thereto), regardless of the form or media in which the original or copies may exist, subject only to the rights and privileges expressly granted by Axon. This Agreement does not provide Agency with title or ownership of the Software, but only a right of limited use.
6. **Copies.** The Software is copyrighted under the laws of the United States and international treaty provisions. Agency may not copy the Software except for backup or archival purposes, and all such copies shall contain all Axon's notices regarding proprietary rights as contained in the Software as originally provided to Agency. If Agency receives one copy electronically and another copy on media, the copy on media may be used only for archival purposes and this license does not authorize Agency to use the copy of media on an additional server.
7. **Actions Required Upon Termination.** Upon termination of the license associated with this Agreement, Agency agrees to destroy all copies of the Software and other text and/or graphical documentation, whether in electronic or printed format, that describe the features, functions and operation of the Software that are provided by Axon to Agency ("**Software Documentation**") or return such copies to Axon. Regarding any copies of media containing regular backups of Agency's computer or computer system, Agency agrees not to access such media for the purpose of recovering the Software or online Software Documentation.
8. **Export Controls.** None of the Software, Software Documentation or underlying information may be downloaded or otherwise exported, directly or indirectly, without the prior written consent, if required, of the office of Export Administration of the United States, Department of Commerce, nor to any country to which the U.S. has embargoed goods, to any person on the U.S. Treasury Department's list of Specially Designated Nations, or the U.S. Department of Commerce's Table of Denials.
9. **U.S. Government Restricted Rights.** The Software and Software Documentation are Commercial Computer Software provided with Restricted Rights under Federal Acquisition Regulations and agency supplements to them. Use, duplication or disclosure by the U.S. Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFAR 255.227-7013 et. Seq. or 252.211-7015, or



Master Services and Purchasing Agreement for Agency

subparagraphs (a) through (d) of the Commercial Computer Software Restricted Rights at FAR 52.227-19, as applicable, or similar clauses in the NASA FAR Supplement. Contractor/manufacturer is Axon Enterprise, Inc., 17800 North 85th Street, Scottsdale, Arizona 85255.

My90 Terms of Use Appendix

Definitions.

- 1.1. **"My90"** means Axon's proprietary platform and methodology to obtain and analyze feedback, and other related offerings, including, without limitation, interactions between My90 and Axon products.
- 1.2. **"Recipient Contact Information"** means contact information, as applicable, including phone number or email address (if available) of the individual whom Agency would like to obtain feedback.
- 1.3. **"Agency Data"** means
 - 1.3.1. "My90 Agency Content" which means data, including Recipient Contact Information, provided to My90 directly by Agency or at their direction, or by permitting My90 to access or connect to an information system or similar technology. My90 Agency Content does not include My90 Non-Content Data.
 - 1.3.2. "My90 Non-Content Data" which means data, configuration, and usage information about Agency's My90 tenant, and client software, users, and survey recipients that is Processed (as defined in Section 1.6 of this Appendix) when using My90 or responding to a My90 Survey. My90 Non-Content Data includes data about users and survey recipients captured during account management and customer support activities. My90 Non-Content Data does not include My90 Agency Content.
 - 1.3.3. "Survey Response" which means survey recipients' response to My90 Survey.
- 1.4. **"My90 Data"** means
 - 1.4.1. "My90 Survey" which means surveys, material(s) or content(s) made available by Axon to Agency and survey recipients within My90.
 - 1.4.2. "Aggregated Survey Response" which means Survey Response that has been de-identified and aggregated or transformed so that it is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to, a particular individual.
- 1.5. **"Personal Data"** means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural, or social identity of that natural person.
- 1.6. **"Processing"** means any operation or set of operations which is performed on data or on sets of data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure, or destruction.
- 1.7. **"Sensitive Personal Data"** means Personal Data that reveals an individual's health, racial or ethnic origin, sexual orientation, disability, religious or philosophical beliefs, or trade union membership.
2. **Access.** Upon Axon granting Agency a subscription to My90, Agency may access and use My90 to store and manage My90 Agency Content, and applicable My90 Surveys and Aggregated Survey Responses. This Appendix is subject to the Terms and Conditions of Axon's Master Service and Purchasing Agreement or in the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern.
3. **IP address.** Axon will not store survey respondents' IP address.
4. **Agency Owns My90 Agency Content.** Agency controls or owns all right, title, and interest in My90 Agency Content. Except as outlined herein, Axon obtains no interest in My90 Agency Content, and My90 Agency Content is not Axon's business records. Except as set forth in this Agreement, Agency is responsible for uploading, sharing, managing, and deleting My90 Agency Content. Axon will only have access to My90 Agency Content for the limited purposes set forth herein. Agency agrees to allow Axon access to My90 Agency Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of My90 and other Axon products.
5. **Details of the Processing.** The nature and purpose of the Processing under this Appendix are further specified

in Schedule 1 Details of the Processing, to this Appendix.

6. **Security.** Axon will implement commercially reasonable and appropriate measures to secure Agency Data against accidental or unlawful loss, access, or disclosure. Axon will maintain a comprehensive information security program to protect Agency Data including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; security education; and data protection. Axon will not treat Agency Data in accordance with FBI CJIS Security Policy requirements and does not agree to the CJIS Security Addendum for this engagement or any other security or privacy related commitments that have been established between Axon and Agency, such as ISO 27001 certification or SOC 2 Reporting.
7. **Privacy.** Agency use of My90 is subject to the My90 Privacy Policy, a current version of which is available at <https://www.axon.com/legal/my90privacypolicy>. Agency agrees to allow Axon access to My90 Non-Content Data from Agency to (a) perform troubleshooting, maintenance, or diagnostic screenings; (b) provide, develop, improve, and support current and future Axon products including My90 and related services; and (c) enforce this Agreement or policies governing the use of My90 or other Axon products.
8. **Location of Storage.** Axon may transfer Agency Data to third-party subcontractors for Processing. Axon will determine the locations for Processing of Agency Data. For all Agency, Axon will Process and store Agency Data within the United States. Ownership of My90 Agency Content remains with Agency.
9. **Required Disclosures.** Axon will not disclose Agency Data that Agency shares with Axon except as compelled by a court or administrative body or required by any law or regulation. Axon will notify Agency if any disclosure request is received for Agency Data so Agency may file an objection with the court or administrative body, unless prohibited by law.
10. **Data Sharing.** Axon may share data only with entities that control or are controlled by or under common control of Axon, and as described below:
 - 10.1. Axon may share Agency Data with third parties it employs to perform tasks on Axon's behalf to provide products or services to Customer.
 - 10.2. Axon may share Aggregated Survey Response with third parties, such as other Axon customers, local city agencies, private companies, or members of the public that are seeking a way to collect analysis on general policing and community trends. Aggregated Survey Response will not be reasonably capable of being associated with or reasonably be linked directly or indirectly to a particular individual.
11. **License and Intellectual Property.** Agency grants Axon, its affiliates, and assignees the irrevocable, perpetual, fully paid, royalty-free, and worldwide right and license to use Agency Data for internal use including but not limited to analysis and creation of derivatives. Axon may not release Agency Data to any third party under this right that is not aggregated and de-identified. Agency acknowledges that Agency will have no intellectual property right in any media, good or service developed or improved by Axon. Agency acknowledges that Axon may make any lawful use of My90 Data and any derivative of Agency Data including, without limitation, the right to monetize, redistribute, make modification of, and make derivatives of the surveys, survey responses and associated data, and Agency will have no intellectual property right in any good, service, media, or other product that uses My90 Data.
12. **Agency Use of Aggregated Survey Response.** Axon will make available to Agency Aggregated Survey Response and rights to use for any Agency purpose.
13. **Data Subject Rights.** Taking into account the nature of the Processing, Axon shall assist Agency by appropriate technical and organizational measures, insofar as this is reasonable, for the fulfilment of Agency's obligation to respond to a Data Subject Request regarding any Personal Data contained within My90 Agency Content. If in regard to My90 Agency Content, Axon receives a Data Subject Request from Agency's data subject to exercise one or more of its rights under applicable Data Protection Law, Axon will redirect the data subject within seventy-two (72) hours, to make its request directly to Agency. Agency will be responsible for responding to any such request.
14. **Assistance with Requests Related to My90 Agency Content.** With regard to the processing of My90 Agency Content, Axon shall, if not prohibited by applicable law, notify Agency without delay after receipt, if Axon: (a) receives a request for information from the Supervisory Authority or any other competent authority regarding My90 Agency Content; (b) receives a complaint or request from a third party regarding the obligations of Agency or Axon under applicable Data Protection Law; or (c) receives any other communication which directly or indirectly pertains to My90 Agency Content or the Processing or protection of My90 Agency Content. Axon shall not respond to such requests, complaints, or communications, unless Agency has given Axon written instructions to

that effect or if such is required under a statutory provision. In the latter case, prior to responding to the request, Axon shall notify Agency of the relevant statutory provision and Axon shall limit its response to what is necessary to comply with the request.

15. **Axon Evidence Partner Sharing.** If Axon Evidence partner sharing is used to share My90 Agency Content, Agency will manage the data sharing partnership with Axon and access to allow only for authorized data sharing with Axon. Agency acknowledges that any applicable audit trail on the original source data will not include activities and processing performed against the instances, copies or clips that has been shared with Axon. Agency also acknowledges that the retention policy from the original source data is not applied to any data shared with Axon. Except as provided herein, data shared with Axon may be retained indefinitely by Axon.
16. **Data Retention.** Phone numbers provided to Axon directly by Agency or at their direction, or by permitting My90 to access or connect to an information system or similar technology will be retained for twenty-four (24) hours. Axon will not delete Aggregated Survey Response for four (4) years following termination of this Agreement. There will be no functionality of My90 during these four (4) years other than the ability to submit a request to retrieve Aggregated Survey Response. Axon has no obligation to maintain or provide Aggregated Survey Response after these four years and may thereafter, unless legally prohibited, delete all Aggregated Survey Response.
17. **Termination.** Termination of an My90 Agreement will not result in the removal or modification of previously shared My90 Agency Content or the potential monetization of Survey Response and Aggregated Survey Response.
18. **Managing Data Shared.** Agency is responsible for:
 - 18.1. Ensuring My90 Agency Content is appropriate for use in My90. This includes, prior to sharing: (a) applying any and all required redactions, clipping, removal of metadata, logs, etc. and (b) coordination with applicable public disclosure officers and related legal teams;
 - 18.2. Ensuring that only My90 Agency Content that is authorized to be shared for the purposes outlined is shared with Axon. Agency will periodically monitor or audit this shared data;
 - 18.3. Using an appropriately secure data transfer mechanism to provide My90 Agency Content to Axon;
 - 18.4. Immediately notifying Axon if My90 Agency Content that is not authorized for sharing has been shared. Axon may not be able to immediately retrieve or locate all instances, copies or clips of My90 Agency Content in the event Agency requests to un-share previously shared My90 Agency Content;
19. **Prior to enrollment in My90.** Prior to enrolling in My90, Agency will:
 - 19.1. determine how to use My90 in accordance with applicable laws and regulations including but not limited to consents, use of info or other legal considerations;
 - 19.2. develop a set of default qualification criteria of what My90 Agency Content may be shared with Axon; and
 - 19.3. assign responsibilities for managing what My90 Agency Content is shared with Axon and educate users on what data may or not be shared with Axon.
20. **Agency Responsibilities.** Agency is responsible for:
 - 20.1. ensuring no My90 Agency Content or Agency end user's use of My90 Agency Content or My90 violates this Agreement or applicable laws;
 - 20.2. providing, and will continue to provide, all notices and has obtained, and will continue to obtain, all consents and rights necessary under applicable laws for Axon to process Agency Data in accordance with this Agreement; and
 - 20.3. maintaining necessary computer equipment and Internet connections for use of My90. If Agency becomes aware of any violation of this Agreement by an end user, Agency will immediately terminate that end user's access to My90. Agency will also maintain the security of end usernames and passwords and security and access by end users to My90 Agency Content. Agency is responsible for ensuring the configuration and utilization of My90 meets applicable Agency regulations and standards. Agency may not sell, transfer, or sublicense access to any other entity or person. Agency shall contact Axon immediately if an unauthorized party may be using Agency's account or My90 Agency Content or if account information is lost or stolen.
21. **Suspension.** Axon may temporarily suspend Agency's or any end user's right to access or use any portion or all of My90 immediately upon notice, if Agency or end user's use of or registration for My90 may (a) pose a security

risk to Axon products including My90, or any third-party; (b) adversely impact My90, the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent. Agency remains responsible for all fees, if applicable, incurred through suspension. Axon will not delete My90 Agency Content or Aggregated Survey Response because of suspension, except as specified in this Agreement.

22. My90 Restrictions. Agency and Agency end users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:

- 22.1. copy, modify, tamper with, repair, or create derivative works of any part of My90;
- 22.2. reverse engineer, disassemble, or decompile My90 or apply any process to derive any source code included in My90, or allow others to do the same;
- 22.3. access or use My90 with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;
- 22.4. use trade secret information contained in My90, except as expressly permitted in this Agreement;
- 22.5. access My90 to build a competitive product or service or copy any features, functions, or graphics of My90;
- 22.6. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within My90; or
- 22.7. use My90 to store or transmit infringing, libelous, or other unlawful or tortious material; to store or transmit material in violation of third-party privacy rights; or to store or transmit malicious code.

Schedule 1- Details of the Processing

1. **Nature and Purpose of the Processing.** To help Agency obtain feedback from individuals, such as members of their community, staff, or officers. Features of My90 may include:
 - 1.1. Survey Tool where Agency may create, distribute, and analyze feedback from individuals it designates. Agency may designate members of the community, staff or officers from whom they would like to obtain feedback;
 - 1.2. Creation of custom forms for surveys. Agency may select questions from a list of pre-drafted questions or create their own;
 - 1.3. Distribution of survey via multiple distribution channels such as text message;
 - 1.4. Ability to access and analyze Survey Response. Axon may also provide Agency Aggregated Survey Responses which contain analysis and insights from the Survey Response;
 - 1.5. Direct integrations into information systems including Computer Aided Dispatch ("CAD"). This will enable Agency to share contact information easily and quickly with Axon of any individuals from whom it wishes to obtain feedback, enabling Axon to communicate directly with these individuals;
 - 1.6. Data Dashboard Beta Test ("**Data Dashboard**") where Survey Response and Aggregated Survey Response will be displayed for Agency use. Agency will be able to analyze, interpret, and share results of the Survey Response. My90 may provide beta versions of the Data Dashboard that are specifically designed for Agency to test before they are publicly available;
 - 1.7. Survey Responses will be aggregated and de-identified and may be subsequently distributed and disclosed through various mediums to: (1) Agency; (2) other Axon Agency; (3) private companies; and (4) members of the public. The purpose of disclosure is to provide ongoing insights and comparisons on general policing and community trends. Prior to disclosing this information, Axon will ensure that the Survey Response has been de-identified and aggregated or transformed so that it is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to a particular individual; and
 - 1.8. Provide services and materials to engage Agency stakeholders, market the partnership to the public, and facilitate training.

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

RESOLUTION OF THE PUBLIC HEALTH & SAFETY COMMITTEE

Relocating District 1 and District 2 Polling Place from Pilgrim Lutheran Church to the Lakeview Conference Center located at 1000 Lake View Drive.

Committee Action: Approved 5-0

Fiscal Impact: Postage expense of notification to all residents affected by this change.

File Number: 23-0908

Date Introduced: September 26, 2023

WHEREAS, voters in District 1 and 2 have been voting at Pilgrim Lutheran Church since 2011;
and

WHEREAS, Marathon County created the Lakeview Conference Center in 2023, connected to space for county departments, and North Central Health Care; and

WHEREAS, the Marathon County Executive Committee approved the use of the facility as a polling location; and

WHEREAS, the Lake View Conference Center is located within District 1 and is available as a polling place, and has more than sufficient space to accommodate voters, staff, and equipment for elections;
and

WHEREAS, the Lake View Conference Center is ADA accessible and has sufficient parking for a large number of voters; and

NOW THEREFORE BE IT RESOLVED, by the Common Council of the City of Wausau that the Lakeview Conference Center, 1000 Lake View Drive, in Wausau, be established as a polling location for electors located in District 1 and 2 for all elections beginning with the Spring Primary, 2024; and

BE IT FURTHER RESOLVED, that all residences in District 1 and 2 be notified by mail of the location of the new polling site.

Approved:

Katie Rosenberg, Mayor

PUBLIC HEALTH & SAFETY COMMITTEE

Date and Time: Monday, September 18, 2023, at 5:15 p.m., (Council Chambers)

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

Others Present: Tara Alfonso, Todd Baeten, Jeremy Kopp, Tracy Rieger, Kaitlyn Bernarde, Katie Rosenberg, Kody Hart, Mary Goede

Discussion and possible action on relocating District 1 & 2 polling place from Pilgrim Lutheran Church to the Lakeview Conference Center located at 1000 Lake View Dr (Door 31)

Motion by Larson, seconded by Henke, to approve. Motion carried 5-0.

Discussion and possible action on relocating District 6 polling place from Sylvan Hill to Good Shepherd Lutheran Church located at 930 Edgewood Rd.

Motion by Larson, seconded by Diny, to approve. Motion carried 5-0.

DRAFT



CITY CLERK – CUSTOMER SERVICES

TO: Common Council

FROM: Kaitlyn Bernarde, City Clerk

RE: Resolution to Relocate District 1 & 2 Polling Place to the Lake View Conference Center

DATE: September 11, 2023

Purpose: To establish a new polling place at Lake View Conference Center, 1000 Lake View Drive, for residents in District 1 & 2 starting with the February 20, 2024, Spring Primary.

Background: District 1 & 2 electors have been voting at Pilgrim Lutheran Church since 2011. The church has been a great partner for elections, but the Lake View Conference Center is a more ideal polling site. This is due to the layout and size of the facility and the quantity of parking available. Marathon County is completing the facility which has a large conference room with multiple doorways for easy traffic flow and zero-step entry access throughout the facility.

The Clerk's Office identified the Lake View Conference Center as a great location for the polling place because the facility:

- Has a large, open, indoor conference room to accommodate voters, staff, and equipment for elections, and a lobby area for lines to form in case of inclement weather.
- Is ADA accessible with an automatic sliding door and wide hallways with plenty of off-street and handicap parking.
- Is located on a City of Wausau bus route.
- Is owned and operated by Marathon County.
- Is large enough, it could serve as a backup polling place in case of an emergency.

If approved, all registered voters will be notified by mail of the poll site change. Signage will also be posted at Pilgrim Lutheran Church on Election Day directing voters to the new site, and a notice will be printed in the winter City Newsletter.

Recommendation: To approve the Resolution relocating the District 1 & 2 polling place to Lake View Conference Center starting with the Spring Primary election on February 20, 2024.

Sincerely,

Kaitlyn A. Bernarde

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

RESOLUTION OF THE PUBLIC HEALTH & SAFETY COMMITTEE		
Relocating District 6 polling place from Sylvan Hill to Good Shepherd Lutheran Church located at 930 Edgewood Rd.		
Committee Action: Approved 5-0		
Fiscal Impact: Postage expense of notification to all residents affected by this change.		
File Number:	23-0909	Date Introduced: September 26, 2023

WHEREAS, voters in District 6 have been voting at Sylvan Hill since 2020; and

WHEREAS, the Good Shepherd Lutheran Church Council approved the use of the facility as a polling location; and

WHEREAS, the Good Shepherd Lutheran Church is located within District 6 and is available as a polling place, and has sufficient space to accommodate voters, staff, and equipment for elections; and

WHEREAS, the is Good Shepherd Lutheran Church is ADA accessible and has sufficient parking for a large number of voters; and

NOW THEREFORE BE IT RESOLVED, by the Common Council of the City of Wausau that the Good Shepherd Lutheran Church located at 930 Edgewood Rd, in Wausau, be established as a polling location for electors located in District 6 for all elections beginning with the Spring Primary, 2024; and

BE IT FURTHER RESOLVED, that all residences in District 6 be notified by mail of the location of the new polling site.

Approved:

Katie Rosenberg, Mayor

PUBLIC HEALTH & SAFETY COMMITTEE

Date and Time: Monday, September 18, 2023, at 5:15 p.m., (Council Chambers)

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

Others Present: Tara Alfonso, Todd Baeten, Jeremy Kopp, Tracy Rieger, Kaitlyn Bernarde, Katie Rosenberg, Kody Hart, Mary Goede

Discussion and possible action on relocating District 1 & 2 polling place from Pilgrim Lutheran Church to the Lakeview Conference Center located at 1000 Lake View Dr (Door 31)

Motion by Larson, seconded by Henke, to approve. Motion carried 5-0.

Discussion and possible action on relocating District 6 polling place from Sylvan Hill to Good Shepherd Lutheran Church located at 930 Edgewood Rd.

Motion by Larson, seconded by Diny, to approve. Motion carried 5-0.

DRAFT



CITY CLERK – CUSTOMER SERVICES

TO: Common Council

FROM: Kaitlyn Bernarde, City Clerk

RE: Resolution to Relocate District 6 Polling Place to Good Shepherd Lutheran Church

DATE: September 15, 2023

Purpose: To establish a new polling place at Good Shepherd Lutheran Church, 930 Edgewood Rd, Wausau, for residents in District 6 starting with the February 20, 2024, Spring Primary.

Background: District 6 electors have been voting at Sylvan Hill Park since August 2022. My office selected this site due to its large off-street parking, central location within the district, and that it is a city-owned facility. For each election the Wisconsin Elections Commission sends auditors to polling sites around Wisconsin to conduct an ADA Accessibility Audit. Sylvan Hill Park received multiple accessible voting findings including that the accessible parking spaces in the parking area were not on level, firm, stable and slip-resistant ground, due to the poor condition of the parking lot.

The Clerk's Office identified the Good Shepherd Lutheran Church as a new location for the polling place because the facility:

- Is ADA accessible with an ADA power-assisted opener with plenty of off-street and handicap parking that has a stable asphalt surface.
- Has a large, open, indoor fellowship hall to accommodate voters, staff, and equipment for elections, and a narthex area for lines to form inside in case of inclement weather.
- Is located on a City of Wausau bus route.
- Is recognized as a community gathering space by residents in the district.

If approved, all registered voters will be notified by mail of the poll site change. Signage will also be posted at Sylvan Hill on Election Day directing voters to the new site, and a notice will be printed in the winter City Newsletter.

Recommendation: To approve the Resolution relocating the District 6 polling place to Good Shepherd Lutheran Church starting with the Spring Primary election on February 20, 2024.

Sincerely,

Kaitlyn A. Bernarde

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

RESOLUTION OF THE FINANCE COMMITTEE

Authorizing Continued Membership in CVMIC for policy years 2024, 2025 and 2026

Committee Action: *Pending*

Fiscal Impact:

File Number: 99-0916

Date Introduced: September 26, 2023

FISCAL IMPACT SUMMARY

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

RESOLUTION

WHEREAS, the City of Wausau became a member of Cities and Villages Mutual Insurance Company (CVMIC) in 2007 after completing an extensive casualty and workers compensation insurance proposal process, and

WHEREAS, the City of Wausau has been satisfied with the coverage and loss prevention services provided by CVMIC, and

WHEREAS, Cities and Villages Mutual Insurance Company (CVMIC) has guaranteed premiums for 2024 and 2025 for General Liability, Auto Liability, Excess Liability, Public Officials Liability and Law Enforcement Liability, in exchange for a three year membership commitment, and

WHEREAS, your Finance Committee considered the agreement and recommends approval with a continued Self Insured Retention of \$50,000, and now therefore

BE IT RESOLVED, by the Common Council of the City of Wausau, that the proper City Official(s) be hereby authorized to accept the Liability Insurance Proposal from Cities and Villages Mutual Insurance Company (“CVMIC”) and agrees to continue its membership in CVMIC for policy years 2024, 2025 and 2026 based upon the premium guaranteed by CVMIC for said policy years.

Approved:

Katie Rosenberg, Mayor

ATTACHMENT ONE



City of Wausau Liability Premiums for Policy Years 2024, 2025, 2026

CVMIC Public Entity Liability Policy Overview

Coverages: General Liability, Auto Liability, Public Officials Liability & Law Enforcement Liability

Policy Limit: \$10,000,000 per Occurrence Excess Self-Insured Retention (SIR)

Per Occurrence SIR: Selected by Each Member (Multiple SIR Options are Available)

Aggregate SIR: Four (4) Times Selected SIR per Policy Period

City of Wausau Current SIR

Per Occurrence SIR: \$50,000
Aggregate SIR: \$200,000

Annual Premium Summary

<u>Policy Year</u>	<u>Current SIR (Option 1)</u>	<u>Optional SIR (Option 2)</u>
2024	\$209,423	\$196,857
2025	\$214,347	\$201,486
2026	\$220,778	\$207,531

NOTE: The premiums stated above are based on an expected number of renewals and are subject to review. With that qualification, the premiums are guaranteed for the three-year policy period of 2024, 2025 and 2026.

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

RESOLUTION OF THE FINANCE COMMITTEE

Authorizing Reprogramming of Community Development Block Grant unused 2022, 2023 program year funds and Homeowner Rehabilitation Revolving Loan Funds into 2023 Sidewalk/Curb Cut project.

Committee Action: Pending

Fiscal Impact: -0-

File Number: 03-1007

Date Introduced: September 26, 2023

FISCAL IMPACT SUMMARY

COSTS	<i>Budget Neutral</i>	Yes ☒ No ☐	
	<i>Included in Budget:</i>	Yes ☒ No ☐	<i>Budget Source: CDBG</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: approximately \$96,545</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 through its Community Development Department authorized 2022 and 2023 Community Development Block Grant funds to assist with two bike/pedestrian upgrades. After the projects were completed, a total of \$13,082 was remaining;

WHEREAS, the City of Wausau received bids for the 2023 Sidewalk Curb Cuts project of which the lowest bid was \$96,545, of which \$75,000 of CDBG funds had been allocated, leaving a deficit of \$21,545;

WHEREAS, the Homeowner Rehabilitation Revolving Loan Fund currently has an approximate balance of \$160,000 of which need to be utilized in a timely fashion;

WHEREAS, the Citizens Advisory Committee held a public hearing on September 13, 2023 to received public comment of said reprogramming of funds to be used towards the Sidewalk Curb Cut and recommends the reprogramming of \$13,082 of unused bike/pedestrian upgrades and up to \$20,000 of Homeowner Rehabilitation Revolving Loan Fund. Any unused funds will remain in the Revolving Loan Fund;

BE IT RESOLVED. that the Common Council of the City of Wausau hereby authorizes the reprogramming of \$13,082 from the 2022 and 2023 Bike/Pedestrian upgrades and up to \$20,000 from the Homeowner Rehabilitation Revolving Loan Fund into the 2023 Sidewalk Curb Cuts project, and

BE IT FURTHER RESOLVED, that the proper city officials and staff are hereby authorized and directed to execute any and all documents or agreements which are necessary to accomplish the reprogramming of funds

Approved:

Katie Rosenberg Mayor



MEMO

TO: Finance Committee members

FROM: Tammy Stratz, Community Development Manager

RE: Reprogramming of CDBG funding

DATE: September 14, 2023

As you may recall during the 2022 CDBG funding process, \$14,000 was allocated to assist with pedestrian/bicycle upgrades to the Grand Avenue crossing and the Washington/6th Streets crossings. Both of those projects were completed in 2022; however only \$10,548 was utilized. Therefore, there is \$3,452 left in that activity. Then during the 2023 process, \$18,000 was allocated towards the upgrade to a voice activated cross walk along Scott and 1st Streets. The equipment has been purchased with the electrical crew just needing to install. That has a remaining balance of \$9,630 in that activity.

On August 8, 2023, the City's Board of Public Works opened bids for the approved Sidewalk/Curb Cut Repair project. The project came in at \$96,545 – we had initially allocated \$75,000. Therefore, we are \$21,545 short. We request that we utilize the above-mentioned amounts to be re-allocated to this project, bringing it down to \$8,463 short.

The City's Homeowner Rehabilitation Revolving Loan fund currently has approximately \$160,000 in it. Since we don't have a full accounting of the 2023 crosswalk project, we would like to anticipate that we may be closer to \$12,000 - \$15,000 short. We are requesting that up to \$20,000 of the Revolving Loan Fund be made available to assist with this project. We are requesting additional just to be ready for any unforeseen items/change orders that may arise. Any amounts that are not needed will remain in the Revolving Loan Fund.

On Wednesday, September 13th, the Citizens Advisory Committee held a public hearing to receive public comments on said reprogramming and recommends the reprogramming of both the bike/ped crosswalk remaining funds and up to \$20,000 of Revolving Loan Funds into the 2023 Sidewalk/Curb Cut Repair project. We hope you agree with us.

If you have any questions or concerns before the meeting, please feel free to call me at 715-261-6682 or e-mail me at tammy.stratz@ci.wausau.wi.us.

Thank you.

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

RESOLUTION OF THE FINANCE COMMITTEE

Authorizing Community Development Department, in partnership with Marathon County Health Department to apply for Wisconsin Lead-Safe Homes Program (LSHP) Funds through the State of Wisconsin.

Committee Action: Pending

Fiscal Impact: \$300,000 In grants

File Number: 19-1108

Date Introduced: September 26, 2023

FISCAL IMPACT SUMMARY

COSTS	<i>Budget Neutral</i>	Yes ☒ No ☐	
	<i>Included in Budget:</i>	Yes ☐ No ☒	<i>Budget Source:</i>
	<i>One-time Costs:</i>	Yes ☐ No ☒	<i>Amount: Grant paid</i>
	<i>Recurring Costs:</i>	Yes ☒ No ☐	<i>Amount: Grand paid</i>
SOURCE	<i>Fee Financed:</i>	Yes ☐ No ☒	<i>Amount:</i>
	<i>Grant Financed:</i>	Yes ☒ No ☐	<i>Amount: \$210,000</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 is in its fourth year implementing the 2020 five-year Consolidated Plans of which identifying and eradicating lead base paint hazards has been identified as a high priority; and

WHEREAS, the City of Wausau and Marathon County Health Department has worked together for years with this same goal; and

WHEREAS, State of Wisconsin Department of Health Services, Division of Health, is continuing their Lead-Safe Homes Program (LSHP) to finance lead based paint abatement housing projects for City of Wausau residents and now asking to open it up to all Marathon County properties; and

WHEREAS, the City of Wausau and Marathon County Health Department have formed a partnership to identify lead-based paint hazards in homes with children and how to eradicate those hazards and will enter into a Memorandum of Understanding for the operation of this expanded program; now therefore,

BE IT RESOLVED, by the Common Council of the City of Wausau that it hereby approves submission of an application to the State of Wisconsin for LSHP funds to finance lead-based paint hazards in homes occupied by families with children in all of Marathon County; and

BE IT FURTHER RESOLVED, that the Mayor be designated the authorized representative of the city to execute agreements and Community Development staff be authorized to provide all information, reports, and other documents necessary to implement the LSHP programs.

Approved:

Katie Rosenberg, Mayor



Planning, Community and Economic Development

MEMO

TO: Finance Committee members

FROM: Tammy Stratz, Community Development Manager

DATE: September 20, 2023

RE: State of Wisconsin Lead Safe-Homes Program application opportunity

As you may recall, in November 2019 City Council authorized the City of Wausau to apply and received Lead Safe Homes Program (LSHP) funds through the State of Wisconsin Department of Health Services, Division of Health. This program addresses lead based paint hazards in housing units occupied by children. In order to qualify, the building must have been built prior to 1978, be occupied by children of which at least one qualifies for Medicaid or CHIP programs, have identified lead-based paint hazards, and be current on their real estate taxes. Local municipalities are encouraged to work with local health departments to assist with the identifying potential projects. The City has been continuously receiving funding annually since 2020. Currently we were able to assist 9 City of Wausau properties (both homeowners and landlords)

Now the program has grown to the point the State is asking local County Health Departments to also apply for funding so it could be utilized by all County residents. Currently, the Health Department identifies the household through a child that has a high level of lead in their blood. They perform and provide the written Lead Paint Risk Assessment. Community Development staff then qualifies the household, writes up the bid packets, solicits contractors, signs agreement with property owners and contractors, monitors the work, assists with relocation of the household during interior renovations, pays invoices, and keeps both the State and the Health Department apprised of the project. Community Development is responsible for the quarterly reports to the State. Currently, the grant only assists City of Wausau properties.

Now, the State is requesting for local Health Departments to work with Community Development Block Grant grantees for properties located outside of the City. The County would act as the lead and then “hire” Community Development to assist with the bid write ups, the contractor solicitation, and payment of invoices. Community Development would get reimbursed for their time through the grant.

After a short discussion with the Health Department and the State, staff is recommending that the City of Wausau apply for these funds in partnership with the County. The funds will continue go towards the abatement of identified lead hazards, training of abatement contractors, relocation of household members while the interior abatement work is being performed, and administration costs associated with program operations. We requesting to assist approximately 6 households this year with the opportunity to request for more funding if more projects are identified. Any way we can assist these families to promote better health for their children is always a win. We hope you will agree with us.

RESOLUTION OF THE COMMON COUNCILApproving the First Amendment to the Development Agreement for Foundry on 3rd Ph 1, LLC.

Committee Action: Pending

Fiscal Impact:

File Number: 23-0815

Date Introduced: August 8, 2023 (Tabled)

Dates brought back: August 28, 2023 (Hold Action)
September 26, 2023**FISCAL IMPACT SUMMARY**

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

RESOLUTION

WHEREAS, the City's Common Council approved the terms of a Development Agreement with Foundry on 3rd Ph1, LLC ("Developer") to construct a mixed-use building on approximately 1.352 acres in downtown Wausau, in September 2022, and the Development Agreement was executed on September 28, 2022; and

WHEREAS, sections 1.o and 1.q state the required Commencement Deadline and Completion Deadlines, respectively; and

WHEREAS, Developer notified the City that it would not be able to meet the Commencement Deadline of September 1, 2023, and therefore the Completion Deadline of December 31, 2024, also cannot be met; and

WHEREAS, Developer desires to amend the Commencement Deadline to June 1, 2024, and Completion Deadline to November 1, 2025; and

WHEREAS your Economic Development Committee approved of this First Amendment to the Development Agreement at its August 1, 2023, meeting.

NOW, THEREFORE, BE IT RESOLVED, that the Common Council of the City of Wausau approves the First Amendment to the Development Agreement for Foundry on 3rd Ph 1, LLC, and instructs the appropriate City staff to execute the necessary documents.

Approved:

Katie Rosenberg, Mayor

MINUTES

Economic Development Committee Meeting

Date / Time: Wednesday, August 1, 2023, at 5:15 P.M. | **Meeting called to order by** Watson at 5:15 P.M.

In Attendance

Members Present: Sarah Watson (C), Tom Kilian, Lisa Rasmussen, Carol Lukens, Chad Henke

Others Present: Kody Hart, Liz Brodek, Randy Fifrick, Atty. Jacobson, Mayor Katie Rosenberg, Chuck Ghidorzi (WOZ), Nick Patterson (T Wall), Alder Doug Diny, Alder Michael Martens

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

Agenda Item 6 – Discussion and possible action approving First Amendment to Foundry on 3rd LLC Development Agreement (Brodek)

Brodek reminded the committee that the Foundry's groundbreaking was delayed until spring and therefore an amendment to the development agreement is needed to commemorate that. Brodek noted the original development agreement had a commencement date of 9/1/23 and the First Amendment proposed moving that date to 6/1/24 which then amends the completion deadline from 12/31/24 to 11/21/25 and the minimum assessed value will be determined 2026 instead of 2025 due to the project not being complete until the end of 2025. Lastly, she mentioned the amendment notes the reverse payments may be impacted by the late start date. She said a financing modification is not being requested but they are aware that they may miss a year of reverse TIF payments because of the delayed start.

Rasmussen commented that it was already known there will be a groundbreaking delay but also mentioned there is other noticeable progress occurring on the site with HOM Furniture, Children's Imaginarium and the infrastructure itself. She said seeing that progress and knowing the developer is aware of the loss of reverse TIF payments that the timeline still adheres to what's been expected.

Kilian asked Atty. Jacobson what the original date of commencement was. Atty. Jacobson said the initial commencement date was 9/1/23. Kilian then asked her what would happen if the committee did not approve the amendment. Atty. Jacobson responded it would mean they'd miss the commencement date. He questioned if the commitment was made on a prior date and who agreed to it. Atty. Jacobson responded it was the date established and approved in the original development agreement that Foundry on 3rd, LLC agreed to. Lastly, he asked if the City has kept up their end of the deal in the agreement thus far based on her knowledge; she responded, yes. Kilian asked if the amendment was not approved, would that be a breach to the agreement. Atty. Jacobson clarified it would be an event of default.

Kilian mentioned it does not appear the City of Wausau was at fault for what has transpired. He asked staff if it is accurate that without consulting the City, the board of Wausau Opportunity Zone (WOZ) voted to allow an extension on this development. Brodek responded that is her understanding but there is no firsthand knowledge of it and directed Kilian to the managing director of WOZ, Chuck Ghidorzi, who replied that the board has approved the extension but is unsure of the date that occurred. Kilian asked if the board knew that an extension could result in a default on an agreement. Ghidorzi responded the board was aware an Amendment would be needed to approve an extension.

Kilian continued with questions of Brodek. He noted he reviewed DNR documents and asked if his understanding was correct that the cement was to be left in place to provide a sort of default cap over contaminated soil. Brodek responded that was her understanding, but that DPW and Engineering have been in weekly meetings regarding this site, but ED staff has not been. No representatives were available from DPW or Engineering to answer Kilian's questions. Kilian asked if anyone knew what happened when that soil was to be removed. Brodek replied DPW staff would be helpful to provide a timeline. She noted there have been internal meetings trying to piece everything together but does not have all the dates of those meetings and who was responsible for what and when. She offered for Kilian to provide he a list of his questions for her to present to DPW and she would work on getting answers on what has transpired. He agreed to providing a list of questions for her to obtain answers however, referred his question about what happened to the soil to Atty. Jacobson who replied she did not have any firsthand knowledge of anything with the soil and referred the question to Ghidorzi saying he'd likely have the most accurate information.

Kilian asked Ghidorzi if the soil was to be removed and provide the sequence of events on what occurred with the soil removal. Ghidorzi said the cap was removed on Block 4 for the purpose of utility work as well as if there was not a delay in the development of the Foundry on 3rd that the development could move forward. He clarified the site will be capped if construction does not start after the utility work is completed. Kilian asked who made the decision to not have soil removed; Ghidorzi responded that he did. Kilian follow up asking that there was someone who was going to remove the soil, but a decision was made to not remove it. Ghidorzi responded yes, a company was under contract with the city and per the city's obligation, to remove the soil. Kilian asked who was responsible for paying cost of removing the soil; Ghidorzi responded per the development agreement, it is the city's responsibility. Kilian asked what happens when a company shows up to remove the soil per their contract with the city and the work is rejected. Ghidorzi responded saying he contacted Eric Lindman at the City to explain they were not ready to move the soil. Lindman asked Ghidorzi what a good

timeframe would be for this to occur, so WOZ met with T-Wall to determine a timeline to present to the city. Kilian asked if there would be additional costs for that service since the timeline was moved; Ghidorzi responded there could be because there are consequences for breaking contracts but that is unknown at this time.

Watson paused and asked Atty. Jacobson if what is being discussed is within the realm of what is agendaized. Atty. Jacobson responded that it's really up to the committee to decide that but because they are looking at amending a development agreement, anything related to that amendment can rightfully be discussed.

Kilian continued and asked Ghidorzi if he knows what the DNR's perspective on what will need to happen with the uncapped soil; if they'll allow it to remain uncapped when a large percentage was said to be contaminated. Ghidorzi responded that there are two parts to removing the cap. He noted the cap is removed from 2nd Street, the green forum that extends across the Children's Imaginarium and down Jackson Street and down 3rd Street to install necessary utilities per the plan. Once utilities are completed it will have to be re-capped with 3 inches of road base which is an approved system with the DNR with whom they've been in contact. Ghidorzi noted if Block 4 is not started, the same process will occur there to re-cap it.

Discussion continued for an additional 22 minutes. This portion of the meeting can be viewed from minute 2:16 through 39:01 at this link: <https://youtu.be/IAo806yJWI>

*Rasmussen motioned to approve the extension, seconded by Henke. **Approved 4-1 with Kilian being the dissenting vote.***

OFFICIAL PROCEEDINGS OF THE WAUSAU COMMON COUNCIL
held on Tuesday, August 28, 2023 in Council Chambers, beginning at 6:02 p.m.,
Mayor Katie Rosenberg presiding.

Roll Call

08/28/2023

Roll Call indicated 11 members present.

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

Presentation: WOZ/T-Wall Presentation on Foundry on 3rd Ph1, LLC First Amendment Request and Project Progress – Liz Brodek, Nick Patterson, Jeff Stubbe, Chuck Ghidorzi

Presentation was given by Liz Brodek, Director of Community Development, to provide context on previous development agreements and amendments, and the need for the current development agreement and the terms of that agreement. *Point of Order* raised by Larson against the direction of the presentation. *Point of Order was not well taken by the chair* and it was clarified that the educational presentation only was currently before the Common Council. Patterson gave an update on the status of construction on The Foundry on 3rd project. Stubbe, Executive Director of the Dwight and Linda Davis Foundation who supports WOZ, provided background on the current financial market in relation to the development. Ghidorzi gave an update on the ongoing infrastructure projects surrounding the development.

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

- 1) Dave Eckman, President and CEO of the Wausau Chamber of Commerce and President of WOZ, spoke in favor of accepting the amendment to the Development Agreement for Foundry on 3rd.
- 2) Owen Jones, Owner of Jones Real Estate and Tommy Docks, spoke on the current real estate market and in favor of the Development Agreement for Foundry on 3rd.
- 3) Michael Loy, Board Member of the Greater Wausau Area Prosperity Partnership and Geared Equity, spoke on the current financial market and in favor of accepting the amendment to the Development Agreement for Foundry on 3rd.
- 4) Tyler Vogt, Owner of Malarkey's Pub & Townies Grill and the Westsider Diner & Lounge, spoke on the housing market impact on local businesses and in favor of the Development Agreement for Foundry on 3rd.
- 5) Sam Wessel, North Central Wisconsin Regional Planning Commission, spoke on the current local housing market.
- 6) John Tubbs spoke on the current banking industry and in favor of accepting of the Development Agreement for Foundry on 3rd.
- 7) Susan Lang, President of Emmerich Properties, spoke on challenges in redevelopment and in favor of accepting the amendment to the Development Agreement for Foundry on 3rd.
- 8) Matt Rowe, President of RuderWare and Chair of the Board of the Greater Wausau Area Prosperity Partnership, spoke on the limited housing options for new residents and in favor of the Development Agreement for Foundry on 3rd.
- 9) Jeff Sargent, Executive Director of United Way Marathon County, spoke in favor of all housing projects and in favor of the Development Agreement for Foundry on 3rd.
- 10) James Tipple spoke in favor of accepting the amendment to the Development Agreement for Foundry on 3rd.
- 11) Maggie Gordon, Co-Founder of Imaginarium, Inc, spoke on the mall redevelopment and community support for the children's museum, and in favor of the Development Agreement for Foundry on 3rd.
- 12) William (Bill) Panzgrau, Board of Directors of Open Door, spoke on the operations of The Open Door and in favor of terminating the ARPA Subrecipient Agreement between the City of Wausau and The Open Door.

23-0815

08/28/2023

Motion by Watson, seconded by Rasmussen, to approve the Resolution from the Economic Development Committee Approving the First Amendment to the Development Agreement for Foundry on 3rd Ph 1, LLC.

Rasmussen stated that the terms of the proposed amendment simply requested more time and questioned if there was a need to move into closed session. It was stated that the city must act as a good faith partner with developers.

Diny stated in response to Rasmussen that there is more lost than time, in reference to economic opportunities lost. It was stated that there was a need for the city to keep best practices in vetting agreements and amendments to agreements. Diny requested that a financial agreement be reached to give confidence to the Common Council that the terms of the agreement will be met.

Kilian stated it is appropriate to seek outside counsel to seek answers to questions by the Common Council and stated disagreements to comments given that indicated that there was ample notice given on the specifics and terms of this amendment to the agreement. It was stated that previous development agreement amendments do not compare to the current item and had their own challenges for the city. Kilian stated a position as the alderperson representing the district of the redevelopment that the city has kept up on the agreement and the developer should do the same.

Larson stated agreement with the remarks provided by Kilian and that the history with the developer over the past years prompts the need to go into closed session and ask critical questions with outside counsel.

Watson stated that interest rates have increased from historically low levels several times since the beginning of the discussion of the development agreement. It was stated that previous development agreements have occurred during the historically low interest rate periods. Watson stated that it was possible to set a new start date on the development and make it clear that another extension amendment would not be provided. It was stated that further delays will result in less funds provided to the developer due to the nature of the reverse TID agreement thus the developer did not have a vested interest in further delays and that due to the housing situation, further delays would not be in the interest of city taxpayers.

Lukens stated appreciation for Watson and public comment speakers for providing context of this item. It was stated that further delays were not in the interest of the city but starting over with the redevelopment was also not in the best interest of the city.

Closed Session

08/28/2023

Motion by Gisselman, seconded by Kilian, to convene into CLOSED SESSION pursuant to s. 19.85(1)(g), conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved, and (1)(e), deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session: relating to the proposed First Amendment to the Development Agreement with Foundry on 3rd Ph1, LLC, and the Purchase and Development Agreement and related amendments with Wausau Opportunity Zone, Inc. (Wausau Center Mall).

Roll Call Vote:

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

Yes Votes: 11

No Votes: 0

Abstain: 0

Not Voting: 0

Result: PASSED

Reconvened into Open Session

23-0815

08/28/2023

Motion by Rasmussen, seconded by McElhaney, to hold action on the amendment as written, and direct staff to not take action on default provisions on the existing agreement and meanwhile work on an amendment with WOZ and the developer to draft the amendment in accordance with statements made here tonight during comment to pay or cause to be paid the cost of the delay and other such commitments made as part of the record tonight. Our expectation is that this would be completed within 60 days.

Diny stated support for the motion to further examine the amendment to the agreement.

Rasmussen stated that the motion would allow a group of partners to get together and agree on an amendment.

Gisselman stated opposition to the motion due to a disagreement with the development being inadequate to the needs of the housing situation of the city for building high-end housing projects.

Kilian stated opposition to the motion for similar reasons to Gisselman and stated that it was encouraging to see the city hold developers accountable.

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

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

22-1109 08/28/2023

Motion by Watson, seconded by Lukens, to approve a Resolution from Finance Committee Approving 2023 Budget Modification – Public Health Vending Machine Program (PHVM).

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

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

23-0808 08/28/2023

Motion by Lukens, seconded by Watson, to approve the Resolution from Finance Committee Approving the over hire of two street operator positions within the Department of Public Works.

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

00-0808 08/28/2023

Motion by Lukens, seconded by Herbst, to approve the Resolution from the Finance Committee Approving withdrawal of funds from Wausau Cemetery Perpetual Trust Fund.

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

23-0817 08/28/2023

Motion by Rasmussen, seconded by Watson, Resolution from the Finance Committee Approving Termination of American Rescue Plan Act Subrecipient Agreement between the City of Wausau and The Open Door.

Rosenberg stated clarification on the item to provide context that after challenges in staffing the entity is returning to their mission.

Yes Votes: 11

No Votes: 0

Abstain: 0

Not Voting: 0

Result: PASSED

Adjourn

08/28/2023

Motion by Lukens, second by Herbst, to adjourn the meeting. Motion carried. Meeting adjourned at 8:39 p.m.,

Katie Rosenberg, Mayor
Kaitlyn Bernarde, City Clerk

DEVELOPMENT AGREEMENT
(Foundry on 3rd Ph 1)

THIS DEVELOPMENT AGREEMENT (Foundry on 3rd Development) (this "Agreement") is made as of September 28, 2022 (the "Effective Date"), by and between the CITY OF WAUSAU, a Wisconsin municipal corporation (the "City") and FOUNDRY ON 3RD PH 1, LLC, a Wisconsin limited liability company ("Developer").

RECITALS

WHEREAS, the Developer is interested in developing certain real property in the City of Wausau, County of Marathon, State of Wisconsin, consisting of approximately 1.352 acres and being depicted and identified as "Lot 4" on Exhibit A attached hereto (the "Property"); and

WHEREAS, the City has, pursuant to the authority granted in Wisconsin Statutes, Section 66.1105, created the City of Wausau Tax Increment District Twelve (the "TID") and adopted a Project Plan for the TID (as amended from time to time, 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 assistance through grants from the TID and other actions, as hereinafter set forth, to permit development to proceed; and

WHEREAS, Developer has proposed a development, as hereinafter described, within the TID (as the TID boundary may be amended) and located on the Property; and

WHEREAS, Developer's ability to develop the Property requires certain financial incentives from the City as set forth herein; and

WHEREAS, the City has determined that the proposed development by Developer (i) will 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:

I. Definitions. As used in this Agreement, the following terms shall have the following meanings:

- a. "Agreement" is defined in the introductory paragraph to this Agreement.**
- b. "Annual Tax Increment" means, for any given year, the annual gross tax increment revenues (over the base year tax liability) paid and actually received by the City which is generated by property tax payments on the Property for any such year plus amounts received by the City for any required PILOT Payment hereunder attributable to such year. In the event of a negative number, the Annual Tax Increment for such year will be deemed to be Zero Dollars (\$0.00). The base year for such tax increment revenues calculation shall**

be the property taxes owed for calendar year 2023 based on the assessed value of the Property on January 1, 2023. The Annual Tax Increment for the calendar year prior to the termination of the TID shall be such property tax payments and PILOT Payment actually received by the City as of ten (10) business days prior to the TID expiration date, regardless of whether Developer may pay installments of taxes or the PILOT Payment after such date.

c. **"Building"** means a mixed-use building (residential and commercial) to be constructed on the Property in accordance with the Plans and generally depicted on the site plan attached hereto on Exhibit B.

d. **"City"** is defined in the introductory paragraph of this Agreement.

e. **"Default"** is defined in Section 6 below.

f. **"Developer"** is defined in the introductory paragraph to this Agreement.

g. **"Effective Date"** is defined in the introductory paragraph of this Agreement.

h. **"Development Costs"** as used herein, shall include, without limitation, costs for the construction of the Building and other improvements for the Project, including hard and soft construction costs, as well as professional fees, architectural fees, construction loan interest, civil engineering fees, general contractor fees, infrastructure improvements, environmental remediation costs, demolition, parking facilities, and the clearing, grading and other construction or other costs of the Project; provided, however, that only Project costs permitted pursuant to Wis. Stat. § 66.1105 shall be counted as Development Costs

i. **"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 C is acceptable to both parties.

j. **"Minimum Assessed Value"** means at least Twenty-Four Million and 00/100 Dollars (\$24,000,000.00).

k. **"Minimum Development Cost"** means at least Forty Million Dollars (\$40,000,000.00). Developer represents that it currently estimates that it will expend as Development Costs for the Project an amount closer to Forty-Eight Million Dollars (\$48,000,000.00), but the parties agree that the Minimum Development Cost amount used herein shall be the amount set forth in the immediately prior sentence above.

l. **"Plans"** means final detailed plans and specifications for the Project in form and substance reasonably acceptable to the City, which shall include, without limitation, the following: all improvements now located or to be located on the Property (including the Building), 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. The Plans shall also include a detailed landscaping plan and a detailed landscape maintenance plan. Unless otherwise agreed in writing by the City, the Plans will be substantially in conformity with the site plan attached hereto.

- m. **"Project"** means the construction of the Building and the additional redevelopment of the Property for the operation of the Building, and construction and installation of all other improvements as may be required in order to comply with applicable zoning and building laws, rules, regulations, codes and ordinances and in order to develop and operate the Property in substantial conformity with the Plans and the Proposal.
- n. **"Project Commencement"** means the occurrence of all of the following (i) the Property shall be made a legally-separate parcel of real estate, (ii) ownership of the Property shall have been transferred to Developer as evidenced by a recorded deed in the land records; (iii) the Memorandum shall have been recorded pursuant to the requirements herein; (iv) all building permits and other permits for the commencement of construction of the Project shall have been obtained; and (v) mobilization and commencement of construction of the Project at the Property shall have occurred (as reasonably determined by the City).
- o. **"Project Commencement Deadline"** means September 1, 2023.
- p. **"Project Completion"** means a certificate of occupancy is issued by the appropriate governmental authorities for Project, as applicable.
- q. **"Project Completion Deadline"** means December 31, 2024.
- r. **"Project Cost Breakdown"** means a current cost breakdown of the Development Costs, (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 the Project in accordance with the Plans for the Project.
- s. **"Property"** is defined in the Recitals above. The parties agree that the legal description of the Property will be further refined after the Property has been made a legally-separate parcel of real estate.
- t. **"Proposal"** is Developer's general development plan for the Property, which plan received preliminary approval by the City's Plan Commission on June 21, 2022, as may be amended from time to time with the approval of the City. In the event of a conflict between the Proposal and this Agreement, this Agreement shall control.
- u. **"Tax Increment Bond"** is defined in Section 3 below.
- v. **"Tax Increment Grant"** means a grant to Developer based on a percentage of the Annual Tax Increment in an amount of up to a cumulative maximum principal amount of Six Million and 00/100 Dollars (\$6,000,000.00), as set forth in greater detail in Section 3 below. As set forth in Section 3 below, interest shall accrue on the unpaid amount of such principal; provided, however, that in no event shall the cumulative grant payments (including both principal and interest) exceed Ten Million, Eight Hundred Thousand and 00/100 Dollars (\$10,800,000.00).
- w. **"TID"** is defined in the Recitals above.
- x. **"TID Plan"** is defined in the Recitals above.

y. **"TIF Loan"** means a loan for the Project from a third-party lender which Developer may obtain which includes as collateral Developer's right to receive payments under the Tax Increment Bond.

2. **Commitments of Developer.** Developer agrees and covenants with the City as follows:

a. ***Project.*** Prior to the Project Commencement Deadline, Developer shall provide the Plans to the City for approval, which approval shall not be unreasonably conditioned, withheld or delayed. Any material revisions to the Plans shall be subject to the City's review and approval. Developer, at its cost and expense, agrees to construct, install, furnish, equip and maintain the Project pursuant to the terms and conditions set forth herein. Except as provided for herein, Developer shall pay all costs and expenses associated with construction and installation of the Project. Developer will cause the Project to be constructed in a good and workmanlike manner and substantially in accordance with the City-approved Plans for the Project. Project Commencement shall occur not later than the Project Commencement Deadline, and Developer will continue construction of the Project diligently and shall achieve Project Completion no later than the Project Completion Deadline. If construction of any portion of the Project shall cease, for any reason, for sixty (60) consecutive days, Developer shall promptly provide written notice to the City that includes the reason for such delay and a reasonable estimate of the ultimate length of the delay.

b. ***Development Spend.*** Prior to the Project Commencement Deadline, Developer shall provide the Project Cost Breakdown to the City for approval, which approval shall not be unreasonably conditioned, withheld or delayed. The Project Cost Breakdown shall be certified by the Developer as accurate and complete. Any material revisions to the Project Cost Breakdown shall be subject to the City's review and approval. Developer shall, no later than ninety (90) days following the Project Completion Deadline, (i) spend at least the Minimum Development Cost in Development Costs which are consistent with the City-approved Project Cost Breakdown, and (ii) provide the City with reasonable supporting documentation evidencing such expenditures. Developer shall cooperate with reasonable requests by the City for follow-up information and documentation. Without limitation, the following shall not be included when calculating whether such development spend requirement has been met: (A) development costs which are inconsistent with the reviewed Project Cost Breakdown (as may be amended and approved as set forth herein), (B) Development Costs which are inconsistent with Wis. Stat. § 66.1105, and (C) Development Costs relating to or in connection with the purchase of the Property. Notwithstanding anything to the contrary herein, the City agrees to use commercially reasonable efforts to treat the Project Cost Breakdown and Development Costs information/documentation (collectively, the "Financial Information") in a confidential manner (subject to the requirements of Wisconsin public/open record laws). The City understands that Developer considers the Financial Information to be confidential trade secrets of Developer. Developer expressly represents that it believes the Financial Information are trade secrets as provided in Wis. Stat. § 19.36(5), or is otherwise material that can be kept confidential under the Wisconsin Public Records Law (collectively the "Public Records Exception"). In the event that the Public Records Exception is challenged, Developer agrees to indemnify, hold harmless, and defend the City with respect to the Public Records Exception, including all reasonable attorney's fees and costs.

c. ***Compliance with Zoning and Building Code.*** Without limiting Developer's general obligation herein to comply with all laws, Developer agrees that the Project will be constructed 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 and all building codes and ordinances of the City, including those relating to parking.

d. **Minimum Assessed Value; Payment-in-Lieu of Taxes.**

i. Developer guarantees that, commencing in tax year 2025 and continuing through the full calendar year of the last year of the TID, the Project will result in an equalized value for the Property of not less than the Minimum Assessed Value, as determined by the City assessor (or other appropriate agency pursuant to applicable law) in his/her sole and absolute discretion. In the event that the equalized value for the Property in any such year is less than the Minimum Assessed Value or in the event the Property, or any part of it, becomes exempt or partially exempt from general property taxes during the life of the TID, Developer agrees to make to the City a payment-in-lieu-of taxes payment (a "PILOT Payment") equal to the difference between (A) the amount of taxes which would have been levied on the Property for said year by the City and other taxing jurisdictions if the Property had an equalized value for real estate tax purposes equal to the Minimum Assessed Value and the Property was not exempt or partially exempt from general property taxes and (B) the actual amount of taxes levied on the Property for said year by the City and all other taxing jurisdictions. The PILOT Payment shall be due and payable in full to the City on January 31 immediately following such tax year; provided, however, that Developer may elect to pay the PILOT Payment in two equal installments by providing written notice to the City no later than January 15, with the first installment due no later than January 31 and the second installment due no later than July 31. The obligations of Developer to pay the PILOT Payment shall: (1) be referenced in the Memorandum; (2) be a lien on the Property and run with the land; and (3) bind all owners in title to the Property and their successors and/or assigns.

ii. Developer understands and agrees that the Minimum Assessed Value requirement above shall not in any way bind the City assessor (or other applicable agency) in his/her assessment and appraisal of the Property and that the City assessor will arrive at an equalized value of the Property based solely on his/her application of all 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 City makes no representation that if the Minimum Development Cost is spent that the Minimum Assessed Value will be met.

e. ***Parking Lot Skyway.*** Developer currently contemplates that the Project will include a connection to a City parking lot to the south via a pedestrian skyway above the public right of way abutting the Property the south. Developer and the City agree to cooperate in good faith regarding the design and further agreements/documentation related thereto. Such agreements may include, without limitation, a license/easement agreement to allow

for the placement of the skyway above the right of way and the specifics of the connection to the parking lot (which agreement may require, among other provisions, that Developer maintain the skyway at its sole cost in compliance with all applicable laws, that Developer carry liability, casualty, and other insurance relating to the skyway, that Developer indemnify the City for any damage to the parking lot, and other matters that the parties deem appropriate), as well as parking agreement(s) relating to the use of the parking lot by residents at the Project. Such agreements will run with the land and bind future owners of the Property. Notwithstanding the foregoing, any such agreements shall be subject to approval by the City Council.

3. **Tax Increment Grant.**

a. Subject to the terms and conditions of this Agreement, the City agrees to provide the Tax Increment Grant pursuant to the Tax Increment Bond (defined below). The Tax Increment Grant shall be made in annual installments of principal and accrued interest (described below) on or before August 15 of each year, commencing the first (1st) calendar year following Project Completion; provided, however, that the first payment shall not be due prior to the issuance of the Tax Increment Bond, and the final payment, if made in the final year of the TID, shall be made no later than one business day prior to the TID expiration date. The annual amount will be based on Eighty Percent (80%) of the Annual Tax Increment generated from the payment of the prior year's tax bill(s), up to the cumulative maximum amount of the grant as set forth herein; provided, however, that the amount of the Tax Increment Grant in each year is further limited to the amount of the Annual Tax Increment actually appropriated for use as the Tax Increment Grant by the City Council for such year. By way of example, if Project Completion is accomplished in calendar year 2024, then the first installment of the grant will be paid on or before August 15, 2025 based on the 2024 property tax bill payment(s). As noted above, the first annual payment of the Tax Increment Grant shall be made in the first (1st) calendar year following Project Completion, which Developer understands may be based on a partial valuation of the Project as tax bills are based on January 1 assessments.

b. Payments on the Tax Increment Grant shall first be applied to accrued interest and then principal. Interest on the principal amount of the grant shall commence on the date that Project Completion is achieved, as determined by the City in its reasonable judgment (which date shall be memorialized in writing by the parties). Accrued interest of the then-remaining principal amount of the grant shall be calculated annually on January 1 of each year on a non-compounding basis. The interest rate shall be fixed for the life of the payments at a rate equal to the lower of the following: (i) Five and Fifty Hundredths percent (5.50%) or (ii) Developer's actual financing rate for its TIF Loan, as evidenced by documentation provided by Developer which is reasonably acceptable to the City (such documentation being considered "Financial Information" herein).

c. In the event that Developer fails to meet all conditions precedent for an installment of the Tax Increment Grant for a given year, such installment shall be forfeited for such year. The City makes no representation or covenant, express or implied, that any non-zero Annual Tax Increment amount will be generated and/or appropriated in any given year or that, in the aggregate, all such installments will be sufficient to total the Tax Increment Grant set forth herein. Any Annual Tax Increment which is not appropriated and allocated toward the Tax Increment Grant may be used by the City for any legally permitted purpose,

in its sole discretion. In no event shall any installments of the Tax Increment Grant be made after the termination of the TID and any remaining principal or interest amount shall be forfeited as of such termination.

d. Developer understands that the total number of installments of the grant depend on the year Project Completion is achieved, and that any projected number of installments may not be possible based on the statutorily-mandated closure date of the TID, which is currently scheduled to occur on July 18, 2044. Accordingly, based on the current expiration of the TID, no more than twenty-one (21) installments of the grant will be made if Project Completion occurs in 2024 and the first installment is made in 2025. The City reserves the right to accelerate/prepay payments of the Tax Increment Grant (in whole or in part, from time to time, and without penalty) in its sole and absolute discretion (but in no event shall the City be obligated to do so), and Developer understands that this will result in a lower amount of interest accrual.

e. After Project Completion is achieved, the City shall, at the City's cost and expense, issue Developer a taxable tax increment revenue bond (the "Tax Increment Bond") evidencing the City's obligation to pay Tax Increment Grant. The Tax Increment Bond shall be payable solely from Annual Tax Increment and shall be subject to the terms and conditions of this Agreement. Without limiting the generality of the foregoing sentence, (i) payments on the Tax Increment Bond are limited to the cumulative maximum amounts as set forth herein (both the maximum principal amount and the maximum total payments with interest), (ii) each payment on the Tax Increment Bond shall be subject to and conditioned upon future annual appropriation of Annual Tax Increment by the City Council to payment of the bond, and (iii) if the Tax Increment Bond is not fully paid by the termination of the TID, the City shall have no obligation to pay any further amounts. Developer agrees to cooperate with the City's reasonable requests in connection with such bond issuance, including the execution of additional documentation consistent with the provisions herein.

4. Conditions Precedent to the City's Obligations.

a. 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. Developer shall provide the City with (A) evidence that Developer is authorized to enter into this Agreement and that the persons signing this Agreement on behalf of Developer are authorized to so sign this Agreement and to bind Developer to the terms and conditions of this Agreement, (B) a certified copy of Developer's organizational documents, (C) a certificate of status for Developer issued by the Wisconsin Department of Financial Institutions or the applicable jurisdiction, and (D) resolutions or consents of Developer's Board of Directors partners or members as the case may be, approving this Agreement and the transactions which are subject to this Agreement. Developer shall provide this documentation on or before Forty-Five (45) business days after 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. All of Developer's representations and warranties in this Agreement, including, without limitation, those in Section 5 below, shall remain true and correct.

iii. The City, through its City Council, shall have approved this Agreement and transactions contemplated herein, the Proposal (as it may be amended/finalized), and all other related Project agreements and/or transactions which require City approval.

iv. An amendment to the TID Plan consistent with this Agreement shall have been adopted by all necessary parties, including, without limitation, modifying the boundaries of the TID to include the Property.

v. Developer shall provide to the City a release of all claims by Developer's affiliate, District at Riverlife, LLC (formerly Main Street Wausau, LLC), in form and substance acceptable to the City.

b. In addition to all other conditions and requirements set forth in this Agreement, the obligation of the City under this Agreement to provide each disbursement of the Tax Increment Grant are conditioned upon the satisfaction of each and every one of the following conditions:

i. No uncured material 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. All of Developer's representations and warranties in this Agreement, including, without limitation, those in Section 5 below, shall remain true and correct.

ii. Project Completion and lien-free (or bonded over) construction shall have occurred on or prior to the Project Completion Deadline, and Developer shall provide the City with such documentation as the City may reasonably require to evidence the same.

iii. Developer shall review with the City written evidence of Developer's expenditures with respect to the Minimum Development Cost requirement above, together with such other documentation as the City may reasonably require, per Section 2.

iv. Developer shall provide evidence that the Memorandum was recorded prior to any mortgages, or, if any such mortgage was recorded first, an agreement from such lienholder reasonably acceptable to the City stating that this Agreement shall not be extinguished by any foreclosure of such mortgage and the Property shall remain subject to this Agreement.

All submissions given to the City to satisfy the conditions contained in this Section 4 must be reasonably 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 covenants with the City as follows:

- a. 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 period of grace) of any of its obligations under any other agreement or instrument entered into in connection with the Project.
- b. All copies of documents, contracts and agreements which Developer has furnished and will furnish to the City are true and correct in all material respects.
- c. Developer will pay for, or cause to be paid for, all work performed and materials furnished for the Project, as required herein.
- 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 entity constituting Developer is a limited liability company duly formed and validly existing and has the power and all necessary licenses, permits and franchises to own its assets and properties and to carry on its business. Developer is duly licensed or qualified to do business and in good standing in the State of Wisconsin and all other jurisdictions in which failure to do so would have a material adverse effect on its business or financial condition.
- f. The execution, delivery and performance of this Agreement have been duly authorized by all necessary action of Developer and constitute the valid and binding obligations of Developer 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 Developer's organizational documents or any indenture, instrument or agreement by which Developer 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 Developer 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 to be provided to 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 previously undisclosed circumstances presently existing or likely to occur which would or could be expected to result in a material variation or deviation from the Project Cost Breakdown.

j. Except as otherwise set forth herein, Developer will not, without the City's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed, materially change the scope of the Project or the uses of the Project. Except as otherwise set forth herein or unless otherwise agreed in writing by the City, the construction, development and operation of the Property.

k. Developer shall not materially alter the Plans approved by the City without the prior written consent of the City, which consent shall not be unreasonably withheld, conditioned or delayed.

l. Developer covenants that construction of the Project shall proceed and be completed substantially in accordance with the construction schedule, as provided herein, approved by the City.

m. 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, all environmental laws, rules, regulations and ordinances.

n. 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.

o. 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.

p. During the term of this Agreement, 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; provided, however, that Developer shall have the right to lawfully dispute in good faith the property taxes or assessment for the Property so long as Developer otherwise complies with this Agreement, including, without limitation, payment by Developer of any required PILOT Payment; provided further that, except for good faith protests in cases of material inaccuracies, if Developer protests the assessment of the Property, then no payments of the Tax Increment Grant shall be due during the pendency of such appeal, and the City may reduce the total maximum principal amount of the Tax Increment Grant by the City's reasonable costs (including reasonable attorneys' fees) spent in connection with such appeal. Developer understands that a lower property tax liability will likely lower its Tax Increment Grant payments, and if any grant installments were previously made based on a higher property tax liability, Developer shall promptly reimburse the City for any overpayments of the Tax Increment Grant if the property taxes are later lowered. 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.

q. Developer understands and agrees that its use of the Property shall be subject to the terms and conditions of all recorded documentation.

The representations and warranties contained herein shall be true and correct at all times as required by this Agreement. Developer shall comply with all covenants contained herein at all times during the term of this Agreement.

6. **Defaults and Remedies.**

a. *Default by Developer.* 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 within thirty (30) days after written notice of nonpayment from the City to Developer; or

ii. Any representation or warranty made by Developer in this Agreement, 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 i above, and the specific defaults listed in subparagraphs iv through x below) under this Agreement, and such failure shall continue for sixty (60) days following written 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 60-day period, is diligently pursuing the cure of the default; or

iv. Construction of the Project shall be abandoned for more than ninety (90) consecutive days (provided, however, that construction shall not be deemed to be "abandoned" if construction is paused due to reasonable and customary seasonal considerations) or if Developer fails to provide any notice required herein with respect to ceasing construction, or if Project Completion is not achieved on or before the Project Completion Deadline, 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: (A) become insolvent or generally not pay, or be unable to pay, or admit in writing its/his inability to pay, its debts as they mature; or (B) make a general assignment for the benefit of creditors or to an agent authorized to liquidate any substantial amount of its assets; or (C) 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 (D) have a petition or application filed against it 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 shall file an answer to such a petition or application, admitting the material allegations thereof; or (E) apply to a court for the appointment of a receiver or custodian for any of its 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 (F) adopt a plan of complete liquidation of its assets; or

vi. If Developer shall dissolve or shall cease to exist; or

vii. A default shall occur and remain beyond any applicable notice and cure periods on any other indebtedness of or loan to Developer, or a default shall occur and remain beyond any applicable notice and cure periods under any mortgage or other lien or encumbrance affecting the Property or the Project.

b. ***City Remedies.*** In the event of Default by Developer, the City, may take any one or more of the following actions:

i. The City may suspend their performance under this Agreement until it receives reasonable assurances from Developer, deemed adequate by the City, that Developer will cure its default and continue its performance under this Agreement.

ii. The City may take any 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 Developer under this Agreement, including securing an injunction to prevent harm.

iii. Upon the occurrence of any Default, any amounts due to the City shall accrue interest at the rate of one percent (1%) per month.

c. ***Default by City; Developer Remedies.*** 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 thirty (30) 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.

d. ***Indemnification.*** Subject to the limitation described herein and except for any misrepresentation or any misconduct of any of the indemnified parties, Developer shall indemnify, save harmless and defend the City and its respective officer, agents and employees from and against any and all liability, suits, actions, claims, demands, losses, costs, damages and expenses of every kind and description, including reasonable attorney costs and fees, for claims of any kind including liability and expenses in connection with the loss of life, personal injury or damage to property, or any of them brought (i) because of any Default or (ii) because of any injuries or damages received or sustained by any persons or property on account of or arising out of the construction and/or operations of the Project and the Property to the extent caused by the negligence or willful misconduct on Developer's part or on the part of its agents, contractors, subcontractors, invitees or employees, at any time. This Section 6.d shall survive termination of this Agreement.

7. **Termination.** Except for the terms which expressly survive termination and provided no Default exists, this Agreement shall terminate upon the later to occur of (i) eighteen (18) months following termination of the TID and (ii) Developer's payment in full of all required PILOT Payments.

8. **Force Majeure.** For the purposes of any provisions of the Agreement, a party shall not be considered in breach or default of its obligations in the event of delay in the performance of such obligations to the extent due to a Force Majeure event. As used herein, "**Force Majeure**" means any event that (i) renders it impossible for the affected party to perform its obligations under this Agreement, (ii) is beyond the reasonable control of the affected party, (iii) is not caused by the intentional misconduct, gross negligence, or recklessness of the affected party, and (iv) cannot be avoided by the exercise of due diligence by the affected party, including the expenditure of a commercially reasonable sum of money. Subject to the satisfaction of the conditions set forth in clauses (i) through (iv) of the foregoing definition, Force Majeure shall include, without limitation: (A) strikes or other labor conflicts that are not motivated by the breach of any other contract on the part of the affected party, strikes or other labor disputes that cause the delay of any major equipment supplied by a third party, a lockout, industrial dispute or disturbance; (B) civil disturbance, an act of a public enemy, war (whether or not declared), a riot, blockage, insurrections, terrorism, uprisings, sabotage and commercial embargoes against the United States of America (or against any other country if it impacts the delivery of any major equipment supplied by a third party); (C) an epidemic or pandemic; (D) natural phenomena such as hurricane, tornado, landslide, lightning, windstorm, earthquake, explosion, storm, flood; (E) fires, (F) inability to obtain or a delay in obtaining easements, rights-of-way or permits (provided such delay or inability was not caused by the party claiming Force Majeure); (G) acts, failures to act or orders of any kind of any governmental authority acting in its regulatory or judicial capacity (provided that the party claiming Force Majeure did not create or contribute to such act, failure or act or order); (H) the inability of either of the parties, despite having exercised its commercially reasonable efforts, to obtain in a diligent and proper manner any permits necessary for such party's compliance with its obligations under this Agreement; (I) transport accidents, whether they be maritime, rail, land or air; (J) equipment failure or equipment damage (provided such failure or damage was not caused by the intentional misconduct, gross negligence or recklessness of the party claiming Force Majeure); and (K) a material change in law or any other cause, whether enumerated herein or otherwise, not within the control of the party claiming Force Majeure, which precludes that party from carrying out, in whole or in part, its obligations under this Agreement. Force Majeure with respect to a party shall not include any of the following events: (1) financial difficulties of such party; (2) changes in market conditions affecting such party; or (3) delay in the compliance by any contractor or subcontractor of such party, except where such delay is caused by circumstances which would otherwise constitute Force Majeure under this Agreement if such party were the affected person

9. **Miscellaneous.**

a. **Assignment.** Prior to Project Completion, 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. Following Project Completion, no such restrictions on transfer shall apply; provided, however, that the provisions of this Agreement shall inure to the benefit of and be binding upon the successors and assigns of

the parties and shall run with the land. Notwithstanding the foregoing, the City agrees that Developer may obtain construction financing for the Project and, in connection therewith, mortgage the Property and/or collaterally assign this Agreement or the Tax Increment Bond payments to Developer's lender(s) as part of the Developer's TIF Loan or other 3rd-party financing for the Project.

b. **Recording.** Recording of this Agreement is prohibited except for the recording of the Memorandum.

c. **Notices.** All notices hereunder must be in writing and must be sent either by (i) United States registered or certified mail (postage prepaid), or (ii) by an independent overnight courier service, or (iii) by e-mail, addressed to the addresses specified below:

Notices to Developer:

Foundry on 3rd Ph 1, LLC
1818 Parmenter Street, Suite 400
Middleton, WI 53562

Attn: Legal

Email: legal@twallenterprises.com AND Terrence@twallenterprises.com

Notices to the City:

City of Wausau
407 Grant Street
Wausau, WI 54403
Attn: City Clerk
Email: clerk@ci.wausau.wi.us

with a copy to:

City of Wausau
407 Grant Street
Wausau, WI 54403
Attn: City Attorney
Email: cityattorney@ci.wausau.wi.us

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.

d. **No Personal Liability.** Under no circumstances shall any alderperson, council member, officer, official, director, attorney, employee or agent of the City have any personal liability arising out of this Agreement, and no party shall seek or claim any such personal liability.

e. **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.

f. **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.

g. **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 construction of the Project.

h. **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.

i. **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.

j. **Time is of the Essence.** Time is of the essence with respect to this performance of every provision of this Agreement in which time of performance is a factor.

k. **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.

l. **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.

m. **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.

10. **Joint and Several Obligations.** If Developer consists of more than one entity, each such entity shall be jointly and severally liable for the payment and 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.

[SIGNATURE PAGE FOLLOWS]

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

DEVELOPER:

FOUNDRY ON 3RD PH I, LLC

By: _____

Terrence R. Wall, President of
T. Wall Enterprises Manager, LLC, its Manager

THE CITY

CITY OF WAUSAU

By: _____

Katie Rosenberg, Mayor

Attest: _____

Kaitlyn Bernarde, Clerk

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

DEVELOPER:

FOUNDRY ON 3RD PH I, LLC

By: _____

Terrence R. Wall, President of
T. Wall Enterprises Manager, LLC, its Manager

THE CITY

CITY OF WAUSAU

By: _____


Katie Rosenberg, Mayor

Attest: _____


Kaitlyn Bernardes, Clerk

DEPICTION OF THE PROPERTY

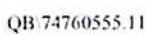


EXHIBIT B

GENERAL SITE PLAN

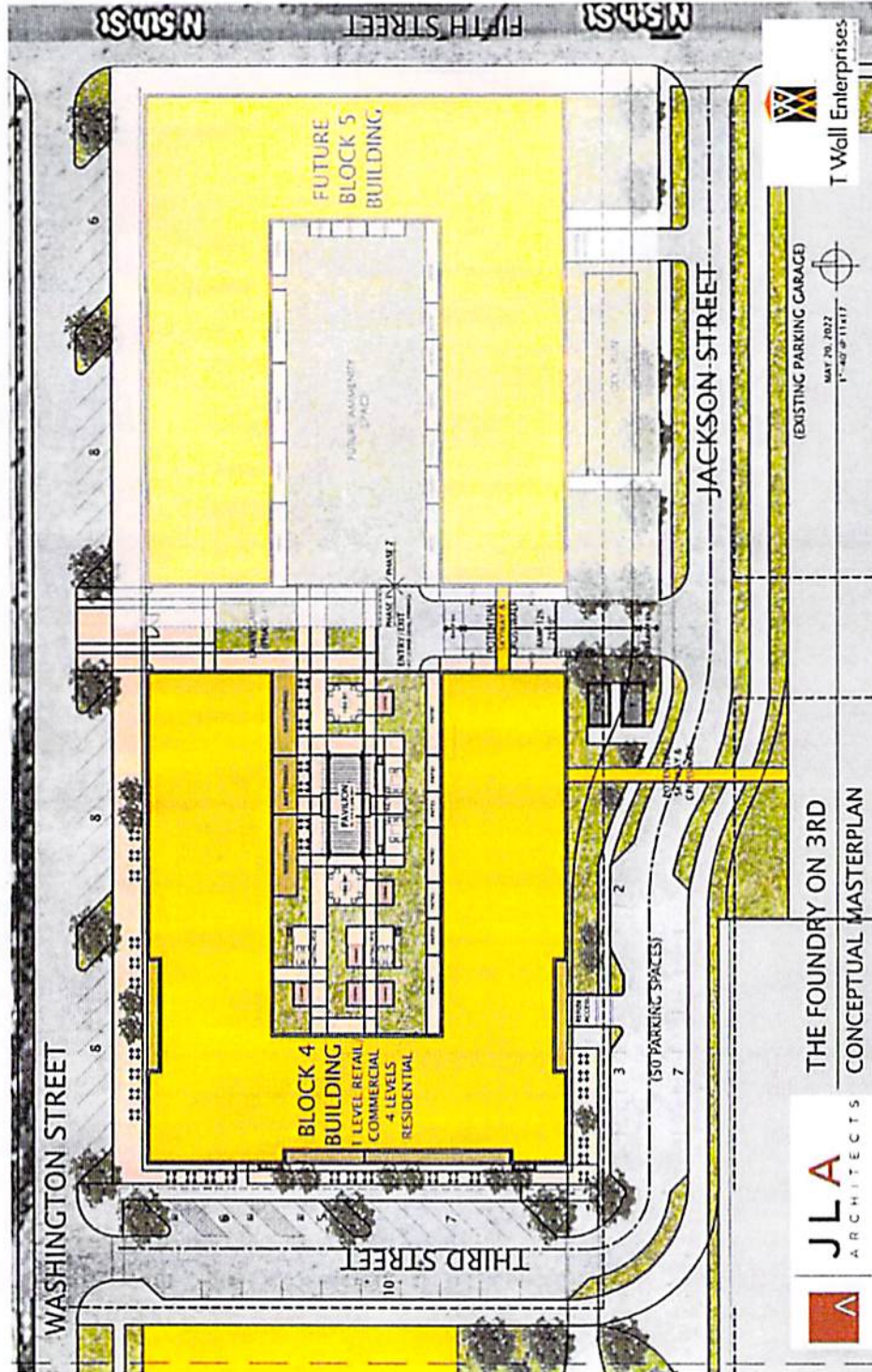


EXHIBIT C

FORM OF MEMORANDUM

[Attached to this cover page]

**MEMORANDUM OF
DEVELOPMENT AGREEMENT**
(Foundry on 3rd Ph 1)

Document Number

Document Name

THIS MEMORANDUM OF DEVELOPMENT AGREEMENT (this "Memorandum") is made and entered into as of the ____ day of _____, 2022 [NOTE: TO BE DATED AS OF DATE OF LAND PURCHASE], by and between the CITY OF WAUSAU, a Wisconsin municipal corporation located at 407 Grant Street, Wausau, WI 54403 (the "City"), on the one hand, and FOUNDRY ON 3RD PH 1, LLC, a Wisconsin limited liability company, with offices located at 1818 Parmenter Street, Suite 400, Middleton, WI 53562 ("Developer"), on the other hand (the City and Developer are referred to herein, collectively, as the "Parties").

WHEREAS, the Parties entered into a certain Development Agreement (Foundry on 3rd Ph 1) dated as of September 28, 2022 (as may be amended from time to time, the "Development Agreement") with respect to certain property described on Exhibit A attached hereto (the "Property"); and

WHEREAS, the Parties desire to place this Memorandum of record in the real estate records for Marathon County, Wisconsin to provide notice to third parties of the Development Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Development Agreement.

a. Notice is hereby given that the Parties have entered into the Development Agreement affecting the Property. Until termination of the Development Agreement, the Development Agreement runs with the Property and is binding upon, benefits and burdens the Property, Developer and any subsequent owner and/or mortgagee of all or any portion of the Property and each of their successors and assigns. The Development Agreement imposes certain obligations, liabilities and restrictions on the owners and/or mortgagees of all or any portion of the Property.

b. The term of the Development Agreement commenced as of the effective date of the Development Agreement and terminates as provided therein.

c. The Development Agreement contains certain rights of the City to receive a payment-in-lieu of taxes in the Property is assessed for less than an agreed-upon minimum

Recording Area

Name and Return Address

Anne L. Jacobson, Esq.
City of Wausau, City Attorney
407 Grant Street
Wausau, WI 54403

See Exhibit A attached

Parcel Identification Number (PIN)

This is not homestead property.

equalized value or in event the Property, or any part of it, becomes exempt or partially exempt from general property taxes during the term of the Development Agreement, all as set forth in more particularity in the Development Agreement.

2. Miscellaneous.

a. 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 the City at the offices of the City Clerk.

b. This Memorandum is not a complete summary of the Development Agreement. Provisions in this Memorandum shall not be used to interpret the provisions of the Development Agreement. In the event of conflict between this Memorandum and the unrecorded Development Agreement, the unrecorded Development Agreement shall control.

c. This Memorandum 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.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Parties have executed this Memorandum as of the date first set forth above.

DEVELOPER:

**FOUNDRY ON 3RD PH I, LLC,
a Wisconsin limited liability company**

By: [NOT FOR SIGNATURE]

Name: _____

Title: _____

**STATE OF WISCONSIN)
) ss.
COUNTY OF _____)**

Personally came before me this _____ day of _____, 20____,
_____, to me known to be the person who executed the foregoing instrument
and to me known to be the _____ of Foundry on 3rd Ph I, LLC, a
Wisconsin limited liability company, and acknowledged that s/he executed the foregoing
instrument as such authorized representative of said entity and with its authority.

Print Name: _____
Notary Public, State of Wisconsin
My commission: _____

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

[To be added - should be consistent with description on deed to Developer]

PIN(s): [_____]

**FIRST AMENDMENT TO
DEVELOPMENT AGREEMENT
(Foundry on 3rd Ph 1)**

THIS FIRST AMENDMENT TO DEVELOPMENT AGREEMENT (this “Amendment”) is made as of the 31st day of August, 2023 (the “Effective Date”), by and between the CITY OF WAUSAU, a Wisconsin municipal corporation (the “City”), and FOUNDRY ON 3RD PH 1, LLC, a Wisconsin limited liability company (“Developer”).

RECITALS

WHEREAS, the City and Developer entered into a certain Development Agreement with an Effective Date of September 28, 2022 (the “Development Agreement”), with respect to certain real property in the City of Wausau, County of Marathon, State of Wisconsin, consisting of approximately 1.352 acres and being depicted and identified on Exhibit A attached to the Development Agreement; 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, after the execution of the Development Agreement, the timing of the Project has evolved; and

WHEREAS, subject to the terms and conditions herein, the City and Developer desire to amend the Development Agreement as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Amendment, the parties agree as follows:

1. Amendments to Development Agreement. The Development Agreement is hereby amended as follows:

a. Section 1.o. is hereby amended such that the Project Commencement Deadline shall be June 1, 2024.

b. Section 1.q. is hereby amended such that the Project Completion Deadline shall be November 1, 2025.

c. Section 2.d.i. is hereby amended such that the Minimum Assessed Value requirement shall commence the tax year following the year of Project Completion, but in no event later than tax year 2026.

d. Section 3.a. is hereby amended by deleting the following words: “By way of example, if Project Completion is accomplished in calendar year 2024, then the first installment of the grant will be paid on or before August 15, 2025 based on the 2024 property tax bill payment(s).” and replacing them with the following: “By way of example, if Project Completion is accomplished in calendar year 2025, then the first installment of the grant will be paid on or before August 15, 2026, based on the 2025 property tax bill payment(s).”

2. Developer Acknowledgement. Developer hereby acknowledges that, if the year of Project Completion is delayed by one year, at least one fewer installment of the Tax Increment Grant may be

available to Developer, which would result in a reduction of the aggregate amount of the Tax Increment Grant provided by the City to Developer throughout the term of the Development Agreement.

3. Conditions Precedent to this Amendment. The effectiveness of this Amendment is conditioned upon the satisfaction of each and every one of the following conditions:

a. The City, through its City Council, shall have approved or authorized this Amendment and the transactions contemplated herein, and all the conditions to such approval shall have been satisfied.

b. No uncured material default of Developer, or event which with the giving of notice or lapse of time or both would be a default of Developer, 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. Developer shall have caused Wausau Opportunity Zone, Inc., a Wisconsin corporation, to execute and deliver to the City a Cooperation Agreement with the City substantially in the form attached hereto as Exhibit A.

4. Reaffirmation of Development Agreement. 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 by Developer. The provisions of the Development Agreement not affected by this Amendment remain in full force and effect.

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

a. 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.

b. 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.

6. Miscellaneous. If any provision of this Amendment or the application thereof to any person or circumstance is or shall be deemed illegal, invalid or unenforceable, the remaining provisions of this Amendment shall remain in full force and effect and this Amendment shall be interpreted as if such illegal, invalid or unenforceable provision did not exist. This Amendment may be executed in multiple counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. The parties agree that 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 are signing this First Amendment to Development Agreement as of the Effective Date in the introductory paragraph.

DEVELOPER:

FOUNDRY ON 3RD PH 1, LLC

By: _____
Terrence R. Wall, President of
T. Wall Enterprises Manager, LLC, its Manager

THE CITY

CITY OF WAUSAU

By: _____
Katie Rosenberg, Mayor

Attest: _____
Kaitlyn Bernarde, Clerk

EXHIBIT A

Form of Cooperation Agreement

[Attached.]