



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, October 10, 2023 at 6:30 p.m.
Location:	City Hall (407 Grant Street, Wausau WI 54403) - Council Chambers
Members:	Carol Lukens, Michael Martens, Tom Kilian, Doug Diny, Gary Gisselman, Becky McElhaney, Lisa Rasmussen, Sarah Watson, Dawn Herbst, Lou Larson, Chad Henke

Call to Order	
Pledge of Allegiance / Roll Call / Proclamations	
Public Comment:	Pre-registered citizens for matters appearing on the agenda and other public comment.
Committee Reports:	Board of Public Works Re: Insurance Claims - April 2023 - September 2023 Place on file

File #	CMT	Consent Agenda	ACT
23-0901	COUN	Minutes of a previous meeting. (9/26/2023)	Place on file
23-1004	CISM	Resolution Approving easement with Graphic Packaging Corp. for the construction of a multi-use trail at 200 Central Bridge Street	Approved 4-0
23-1005	CISM	Ordinance Amending Section 10.20.080(a) designating no parking on the west side of the 500 block of S. 5th Avenue from a point 125 feet north of the crosswalk at Werle Avenue north to Stewart Avenue	Approved 4-0
23-0108	PH&S	Resolution Approving or Denying Various Licenses as Indicated	Approved 5-0
23-0608	PH&S	Ordinance Creating Section 12.44.055 Block Parties	Approved 5-0

File #	CMT	Resolutions and Ordinances	ACT
23-1003		Mayor's Appointments	Placed on file
15-0708	PLAN	Resolution Amending the General Development Plan at 1200 North River Drive to allow for 200 residential units and 5,500 square feet of commercial space, in a PUD, Planned Unit Development Zoning District	Approved 7-0
23-0609	PLAN	Ordinance Rezoning 519 Stark Street from TF-10, Two Flat Residential-10 Zoning District to UMU, Urban Mixed Use Zoning District.	Approved 7-0
20-0410	ED	Resolution Approving the Second Amendment to the Development Agreement for Bantr at 1520 Elm Street (formerly 201 N 17th Ave) with RJ Elm Properties, LLC	Approved 5-0
02-1216	HR & FIN	Joint Resolution Approving Police Compression Adjustment and Permanent Correction for City of Wausau Police Supervisors	Approved 5-0 Approved 5-0
23-1007	HR & FIN	Joint Resolution Approving Reclassing the position of Accounting Assistant to Utility Revenue Analyst	Approved 5-0 Approved 5-0
23-1006	HR & FIN	Joint Resolution Approving the recommendation of the compensation study to move the City Attorney from grade 5 to grade 4, Assistant City Attorney from grade 12 to grade 10, and the City Clerk from grade 15 to grade 12	Approved 5-0 Approved 5-0
Suspend Rule 6(B) Filing and 12(A) Referral of Resolutions (2/3 vote required)			
03-1111	HR & FIN	Joint Resolution Authorizing a 3% general wage adjustment for non-represented employees effective December 24, 2023	Approved 5-0 FIN- Pending
12-1012	HR & FIN	Joint Resolution Authorizing health, dental, vision and supplemental insurance plan design for 2024	Pending
12-1012A	HR & FIN	Joint Resolution Authorizing CCIT Inclusion on the City's health, dental, vision and supplemental insurance plan design for 2024 and 2025.	Pending
22-1109	FIN	Resolution Approving 2023 Budget Modification – West Wausau Avenue Booster Station Generator	Pending
22-1109A	FIN	Resolution Approving 2023 Budget Modification – Facility Capital Projects	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 10/06/23 @ 2:30 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

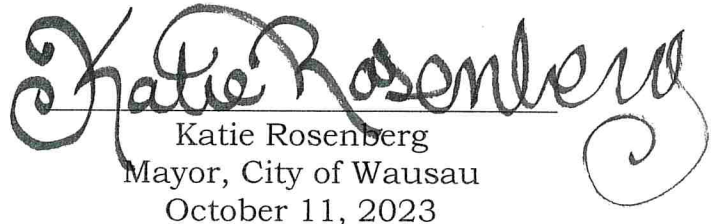
- WHEREAS,** the aim of Children's Environmental Health (CEH) Day is to raise awareness about the importance of clean air and water, safe food and consumer products, healthy environments, and stable climates to children's health and development; and
- WHEREAS,** CEH Day was created by the Children's Environmental Health Network and celebrated for the first time on October 13, 2016; and
- WHEREAS,** CEH Day is observed on the second Thursday in October as a means to celebrate progress of the children's environmental health movement and create a strong network of child health advocates; and
- WHEREAS,** CEH Day is a national effort supported by individuals, non-profit organizations, and government agencies; and
- WHEREAS,** CEH Day encourages individuals and organizations to raise awareness and understanding of children's environmental health issues, seek improved protections for all children, and to perform acts of sustainability or environmental health wellness; and
- WHEREAS,** as we embark on the total replacement of the City of Wausau's lead service laterals, we are one step closer safeguarding the health, safety and wellbeing of our most precious resource: children; now

THEREFORE, be it resolved that I, Katie Rosenberg, Mayor of the City of Wausau, do hereby proclaim October 12, 2023 as

Children's Environmental Health Day

in the City of Wausau, State of Wisconsin, and I commend this observance to all citizens, and I call upon all our citizens to observe this day with awareness-raising and environmental health and stewardship activities to create a healthier environment for our children.




Katie Rosenberg
Mayor, City of Wausau
October 11, 2023



To: Mary Goede, Deputy City Clerk

From: Board of Public Works

Date: October 5, 2023

Subject: Insurance Claims – April 2023 – September 2023
06-1215

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

Date of Incident	Claimant	Claim Details	Amount of claim	Action
4/1/23	Mayra Maldonado 2202 N. 18 th St.	Hit pothole Grand Ave. Right rear tire blew up	\$356.78	Deny 5/9/23
4/22/23	Ryan Hawkins 817 Single Ave.	Blvd. tree fell on power line, pulling meter off side of house	\$4,001.44	Deny 5/9/23
12/28/22	Mayra Maldonado 2202 N. 18 th St.	Large water bill generated	\$4,859.14	Deny 6/20/23
6/27/23	Wisconsin Public Service	Trying to remove old catch basin hit gas line	\$18,206.44	Approved 8/8/23
6/16/23	Ali Wesner 1121 S. 50 th Ave. Apt 34	Damage to splash shield – entering & exiting parking lot 14	\$1,160.71	Deny 9/19/23
6/20/23	Judy Draeger 610 S. 20 th Ave,	Sewer back-up from replacement of lateral pipe house to road	\$15,700.00	Deny 9/19/23
8/15/23	Christel Simonis 204340 Glen Rd. Mosinee	Vehicle parked behind excavator excavator backed into front of vehicle	\$3,430.38	Approved 9/19/23

OFFICIAL PROCEEDINGS OF THE WAUSAU COMMON COUNCIL
held on Tuesday, September 26, 2023, in Council Chambers, beginning at 6:38 p.m.,
Mayor Katie Rosenberg presiding.

Roll Call

9/26/2023

Roll Call indicated 11 members present.

<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

Proclamations:

The Mayor of the City of Wausau Proclaims:

Hispanic Heritage Month (September 15 to October 15, 2023)
Ovarian Cancer Month (September 2023)
National Suicide Prevention + Action Month (September 2023)
Breast Cancer Awareness Month (October 2023)
Dwarfism Awareness and Acceptance Month (October 2023)
Fire Prevention Week (October 8 to 14, 2023)
Healthcare Security and Safety Week (October 8 to 14, 2023)
Indigenous Peoples Day (October 9, 2023)
Mental Health Awareness Week (October 1 to 7, 2023)
National Pedestrian Safety Month (October 2023)
White Cane Safety Day (October 15, 2023)

Presentation: 2023 Central Wisconsin Indigenous Peoples' Day Powwow – Bruce LaMere

Presentation was given by Bruce LeMere, President of the Central Wisconsin Indigenous Peoples' Day Committee, and Connie Radtke, Secretary of the Central Wisconsin Indigenous Peoples' Day Committee on the event happening on October 7 and 8, 2023 at the Central Wisconsin Convention & Expo Center.

Consent Agenda

9/26/2023

Motion by Kilian, second by Diny, to adopt all the items on the Consent Agenda as follows:

23-0901 Minutes of a previous meeting (9/12/23).

23-0910 Resolution of the Capital Improvements & Street Maintenance Committee Establishing Assessment Rates for 2024 New Street Construction Projects.

22-1110 Resolution of the Capital Improvements & Street Maintenance Committee Levying Special Assessments for the 2023 Street Construction Projects.

23-0912 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.

23-0912A 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.

23-0912B 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.

23-0912C Resolution of the Finance Committee Approving Nominal Payment Parcel for a Temporary Limited Easement at 5213 Stewart Avenue, Parcel 29, Transportation Project Plat 6999-09-02.

23-0912D 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.

23-0912E 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.

23-0912F 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.

23-0912G 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.

23-0912H 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.

23-0912I 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.

23-0912J Resolution of the Finance Committee Approving Temporary Limited Easement at 5512 Stewart Avenue, Parcel 38, Transportation Project Plat 6999-09-02.

23-0912K 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.

23-0912L 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.

23-0912M 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.

23-0912O 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.

23-0912P 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.

18-1206 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.

23-0908 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.

23-0909 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.

Yes Votes: 11	No Votes: 0	Abstain: 0	Not Voting: 0	Result: PASSED
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Suspend the Rules 9/26/2023

Motion by Watson, second by Lukens, to Suspend Rule 6(B) Filing and 12(A) Referral of Resolutions (2/3 vote required).

Yes Votes: 11	No Votes: 0	Abstain: 0	Not Voting: 0	Result: PASSED
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99-0916 9/26/2023

Motion by Rasmussen, second by Watson, to adopt the Resolution of the Finance Committee Authorizing Continued Membership in CVMIC for policy years 2024, 2025, and 2026.

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

03-1007 9/26/2023

Motion by Lukens, seconded by Rasmussen, to adopt the 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.

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

19-1108 9/26/2023

Motion by Watson, seconded by Lukens, to adopt the 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.

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

19-0921 (Withdrawn) 9/26/2023

No action taken on Resolution from the Common Council Approving Cooperation Agreement between Wausau Opportunity Zone, Inc. ("WOZ") and City of Wausau related to redevelopment of former mall site.

23-0815 (Withdrawn) 9/26/2023

No action taken on Resolution from the Common Council Approving First Amendment to Development Agreement between Foundry on 3rd Ph 1, LLC and City of Wausau.

Rasmussen stated that there was a preference to act on these items together at the next meeting of the Common Council given that one of the agreements is not yet ready. There is an understanding that acting on one agreement means acting on the others.

Diny noted that 22 weeks have passed since the need for an amendment was first brought to the attention of the city by the developer and that there is a cost to further delays.

Kilian stated it is out of necessity to consider both agreements together and that it was stated by the developer that there is no cost to the city for further delays. It was stated that there will be a cost to further delay in property tax revenue and the cost of the contractor. City Attorney, Anne Jacobson, stated that those concerns were being addressed in the development of these agreements.

Adjourn

Motion by Henke, second by Watson, to adjourn the meeting. Motion carried. Meeting adjourned at 7:01pm.

Katie Rosenberg, Mayor
Kody Hart, Deputy City Clerk

RESOLUTION OF THE CAPITAL IMPROVEMENTS AND STREET MAINTENANCE COMMITTEE

Approving easement with Graphic Packaging Corp. for the construction of a multi-use trail at 200 Central Bridge Street

Committee Action: Approved 4-0

Fiscal Impact: None

File Number: 23-1004

Date Introduced: October 10, 2023

FISCAL IMPACT SUMMARY

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

RESOLUTION

WHEREAS, the City is looking to extend the multi-use trail along with west bank of the Wisconsin River; and

WHEREAS, the city has reached out to Graphic Packaging Corp. regarding obtaining an easement for said trail; and

WHEREAS, your Capital Improvements and Street Maintenance Committee, at their September 14, 2023 meeting, discussed and recommends acceptance of an easement from Graphic Packaging Corp. for the construction and maintenance of a portion of the multi-use trail through their property at 200 Central Bridge Street.

NOW, THEREFORE, BE IT RESOLVED the Common Council of the City of Wausau does hereby approve the easement in substantially the same form as that attached hereto and directs the proper city officials to execute and record the easement.

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 No.

1E

STAFF REPORT TO CISM COMMITTEE – September 14, 2023

AGENDA ITEM
Action on easement with Graphic Packing Corp for the construction of a multi-use trail at 200 Central Bridge Street
BACKGROUND
Staff has developed plans to extend a multi-use trail on the west bank of the Wisconsin River along 200 Central Bridge Street, property owned by Graphic Packaging. Staff has coordinated the development of these plans with Graphics Packaging officials. A copy of the plans is attached along with an overall layout of the easement.
FISCAL IMPACT
None at this time. The easement would be donated by Graphic Packaging. Staff will be applying for future grants from DNR or WDOT to construct the trail as the program cycles allow for applications.
STAFF RECOMMENDATION
Staff recommends approving the easement.
Staff contact: Allen Wesolowski 715-261-6762

EASEMENT AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 2023, by and between GRAPHIC PACKAGING CORPORATION, Grantor, and CITY OF WAUSAU, a municipal corporation of the State of Wisconsin, herein referred to as "City," Grantee;

WITNESSETH:

WHEREAS, CITY wishes to construct and maintain in perpetuity a parkway adjacent to the Wisconsin River across land owned by Grantor, which parkway will be a portion of a parkway across a number of properties along the River; and

WHEREAS, Grantor will allow this parkway as a permanent easement across Grantor's property upon certain terms and conditions as hereinafter enumerated.

NOW, THEREFORE, the parties hereto agree as follows:

1. Grantor hereby grants to City a permanent easement across that portion of the hereinafter described property which is owned by Grantor, which easement shall be for the purpose of establishing and maintaining in perpetuity a pedestrian access, for the benefit of the public, which access shall specifically include but not be limited to individuals on foot, on bicycles, on roller blades, skateboards, cross-country skis, motorized wheelchairs and similar conveyances, motorized vehicles operated for administrative and maintenance purposes, and other methods of conveyance approved and allowed by City; in addition, City shall be allowed, in perpetuity, the right to install, maintain, repair and remove surface and other improvements, holiday, seasonal or thematic decorations, banners and similar items and also plantings and flowers in accordance with the terms of this easement agreement. Typical parkway improvements will consist of gravel, asphalt, concrete, ground vegetation, shrubs and trees, light fixtures, fencing, railings and other improvements consistent with a pedestrian parkway and river access.
2. Property which includes the easement area is described and delineated on "Exhibit A" attached hereto and incorporated herein by reference.
3. City shall be allowed to construct, maintain, repair and/or replace all or any portion of the parkway and related improvements, at any time, in accordance with the terms of this agreement. City shall have the right to enter upon the easement area across Grantor's property to effect the allowances provided for in this paragraph. Such City actions shall not materially interfere with Grantor's lawful use of Grantor's property and shall be at City's sole expense.
4. The City shall install a ten-foot, green coated chain link fence on the west side of the easement from the north property line to a point approximately 500 feet south to meet the existing fence. The City shall also install a six-foot, green coated chain link fence on the west side of the easement from the termini of the ten-foot fence to a point approximately 650 feet south. The termini of the six-foot fence shall be the south side of the existing north parking lot.
5. City shall be responsible to maintain the improvements in the easement area, and if City fails to adequately maintain the area and its improvements, Grantor may provide City with a written notice setting forth the needed repairs, improvements or maintenance. If it is determined that work is, in fact, needed in the easement area, and if City does not commence such work within thirty days from the date of receipt of the aforesaid written notice,

Recording Area

Name and Return Address
Office of the City Attorney
407 Grant Street
Wausau, WI 54403

PIN: 291-2907-261-0962

and such failure to commence such maintenance or repair work is not due to a cause beyond City's control, then Grantor may perform such work and City shall reimburse Grantor for all costs incurred in performing such work.

6. City agrees to release, indemnify and hold harmless Grantor, Grantor's employees, agents, and officers, free and harmless from and against any and all judgments, damages, losses, costs, claims, expenses, suits, demands, actions and/or causes of action of any kind or of any nature which may be sustained or to which they may be exposed by reason of injury or injuries to anyone, or of the death or deaths of anyone, or by reason of any personal injury and/or real property damage, or by reason of any other liability imposed by law, or by anything or by anyone else upon the above-referenced entities and/or individuals as the result of and/or due to City's and/or anyone else's operations, actions or omissions on that portion of the easement area owned by Grantor; specifically included within this release, indemnification and hold harmless are attorneys' fees and other costs of defense which may be sustained by and/or occasioned to the above-referenced entities and/or individuals.
7. City agrees that the easement area will be covered under the City's general liability insurance policy in the same manner that City-owned parkland is currently covered.
8. Grantor agrees to release, indemnify and hold harmless City, its employees, agents, officers and officials, whether hired, appointed or elected, free and harmless from and against any and all judgments, damages, losses, costs, claims, expenses, suits, demands, actions and/or causes of action of any kind or of any nature which may be sustained or to which they may be exposed by reason of injury or injuries to anyone, or of the death or deaths of anyone, or by reason of any personal injury and/or real property damage, or by reason of any other liability imposed by law, or by anything or by anyone else upon the above-referenced entities and/or individuals as the result of and/or due to Grantor's and/or anyone else's operations, actions or omissions on the demised premises or on any adjacent premises owned by Grantor and/or as a result of and/or due to the presence of Grantor or anyone else on the demised premises or on any adjacent premises owned by Grantor and/or due to the existence of this agreement arising out of or due to groundwater, surface water, soil, air or other contamination, hazardous materials or anything of an environmental nature; specifically included within this release, indemnification and hold harmless are attorneys' fees and other costs of defense which may be sustained by and/or occasioned to the above-referenced entities and/or individuals.
9. This agreement shall run with the land, encumbering the property encompassed by the easement area in perpetuity, and shall be binding on and shall enure to the benefit of the parties hereto and to their respective successors and assigns. All rights of third-party mortgagees, lienholders or any other holders of encumbrances shall be subordinate to this easement.
10. This agreement also includes a 15-foot wide Temporary Limited Easement as described on Exhibit A. This temporary easement shall expire upon the completion of the parkway and fence.

[Signature page follows]

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

CITY OF WAUSAU BY:

GRAPHIC PACKAGING CORPORATOIN BY:

Katie Rosenberg, Mayor

Mary A. Goede, Deputy Clerk

STATE OF WISCONSIN)
) ss.
COUNTY OF MARATHON)

Personally came before me this____day of_____, 2023 the above named Katie Rosenberg, Mayor, and Mary A. Goede, Deputy Clerk for the City of Wausau, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Notary Public, Wisconsin
My commission expires:_____

STATE OF _____)
) ss.
COUNTY OF _____)

Personally came before me this____day of_____, 2023, the above named _____, of Graphic Packaging Corporation, to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

Notary Public, Wisconsin
My commission expires:_____

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

Part of the Government Lots 1 and 2, Section 26, Township 29 North, Range 7 East, City of Wausau, Marathon County, Wisconsin, described as follows:

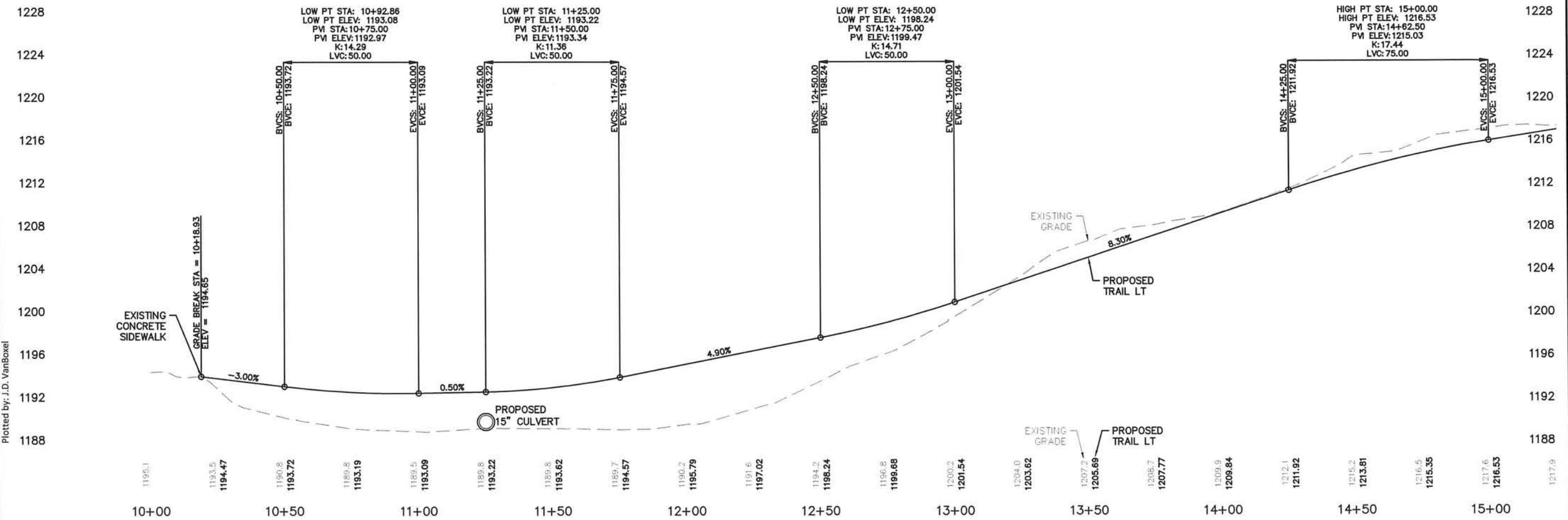
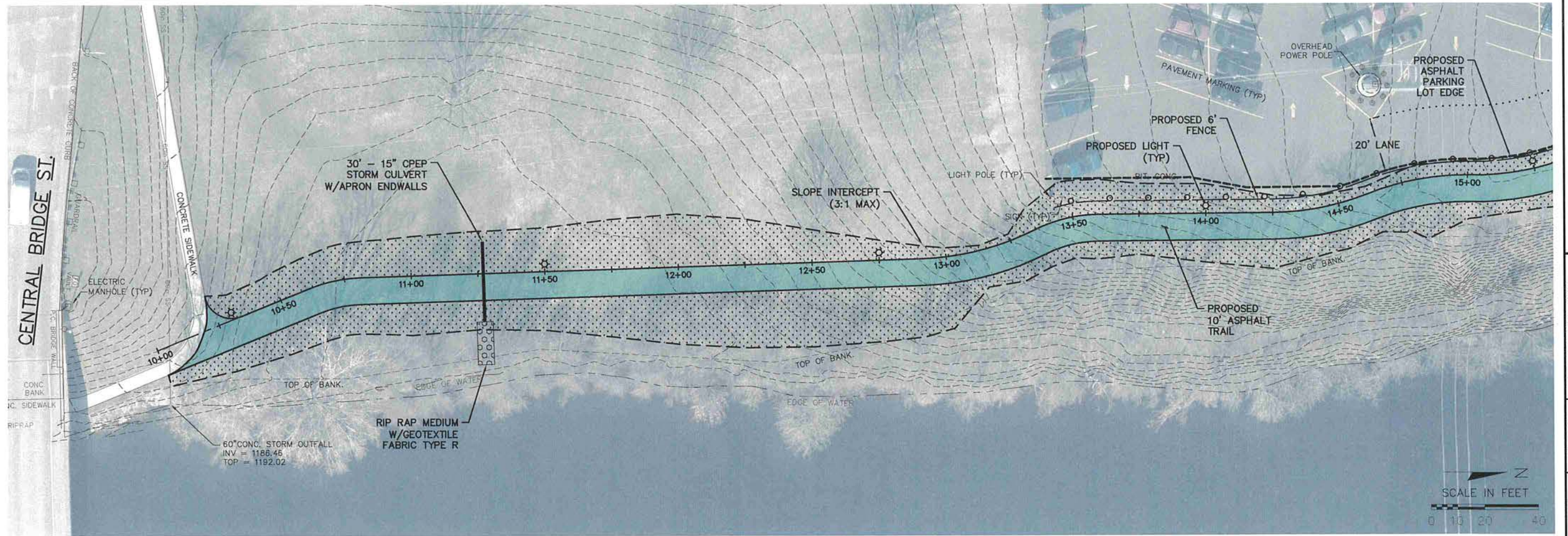
A 22 foot wide strip of land centered on the following described centerline:

Commencing at the Northwest corner of said Section 26; thence N 89°14'01" E, along the North line of the Northwest ¼ of said Section 26, 2577.71 feet to the Northeast corner of said Northwest ¼; thence S 55°07'27" E, 2467.7 feet to the Northerly right-of-way of Central Bridge Street, the point of beginning of said centerline;

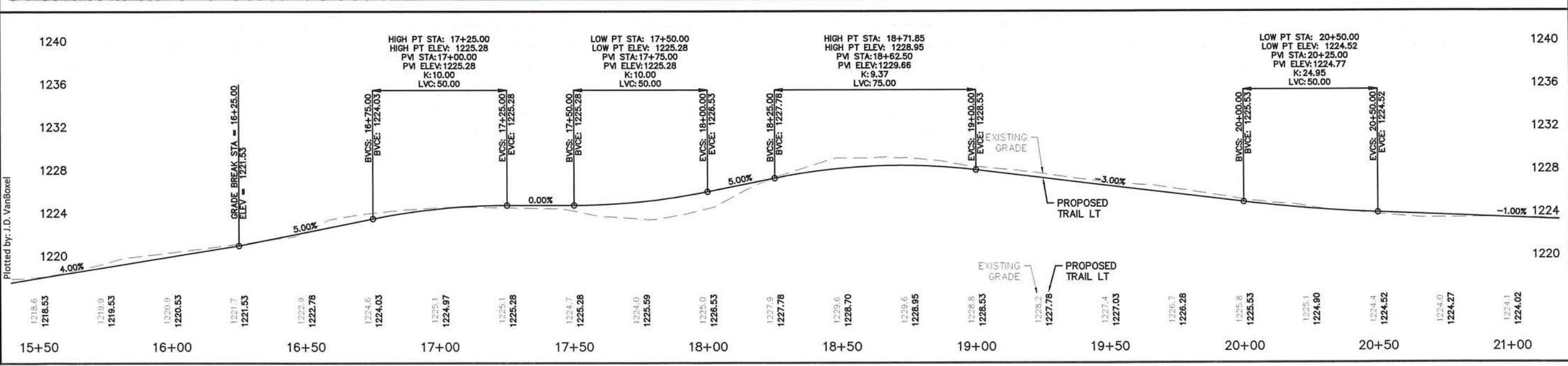
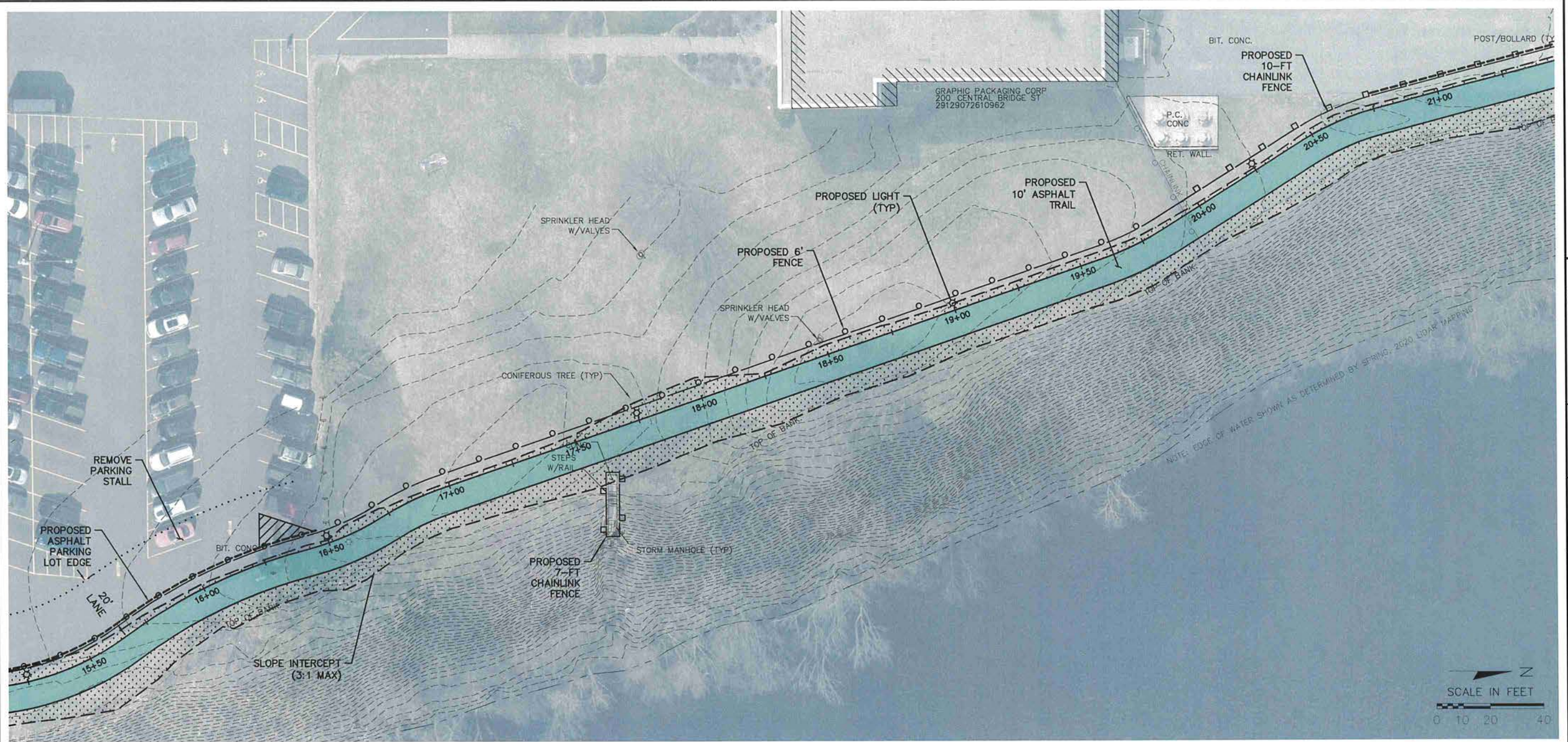
Thence N 22°03'56" W, 40.05 feet; thence along the arc of a curve to the right having a chord bearing of N 11°57'38" W and a chord distance of 17.55 feet and a radius of 50 feet; thence N 01°51'05" W, 210.14 feet; thence along the arc of a curve to the left having a chord bearing of N 14°13'55" W and a chord distance of 45.02 feet and a radius of 105 feet; thence along the arc of a curve to the right having a chord bearing of N 13°32'29" W and a chord distance of 22.62 feet and a radius of 50 feet; thence N 00°28'14" W, 65.35 feet; thence along the arc of a curve to the left having a chord bearing of N 10°56'32" W and a chord distance of 38.17 feet and a radius of 105 feet; thence along the arc of a curve to the right having a chord bearing of N 10°13'03" W and a chord distance of 36.89 feet and a radius of 95 feet; thence along the arc of a curve to the left having a chord bearing of N 17°41'06" W and a chord distance of 67.20 feet and a radius of 105 feet; thence along the arc of a curve to the right having a chord bearing of N 25°28'31" W and a chord distance of 73.57 feet and a radius of 195 feet; thence along the arc of a curve to the left having a chord bearing of N 23°34'28" W and a chord distance of 32.75 feet and a radius of 105 feet; thence along the arc of a curve to the right having a chord bearing of N 25°47'46" W and a chord distance of 21.39 feet and a radius of 91 feet; thence N 19°02'43" W, 263.75 feet; thence along the arc of a curve to the left having a chord bearing of N 25°38'23" W and a chord distance of 25.04 feet and a radius of 109 feet; thence N 32°14'04" W, 61.98 feet; thence along the arc of a curve to the right having a chord bearing of N 23°31'04" W and a chord distance of 28.79 feet and a radius of 95 feet; thence N 14°48'03" W, 102.16 feet; thence along the arc of a curve to the right having a chord bearing of N 08°47'01" W and a chord distance of 19.92 feet and a radius of 95 feet; thence N 02°45'58" W, 177.51 feet; thence along the arc of a curve to the right having a chord bearing of N 00°27'59" W and a chord distance of 15.65 feet and a radius of 195 feet; thence N 01°50'00" E, approximately 110 feet to the North line of said Government Lot 1 and the end of said centerline.

And also;

A 15 foot wide strip of land lying Westerly of and adjacent to the above described permanent easement, and a 15 foot wide strip of land lying Easterly of and adjacent to the above described permanent easement.

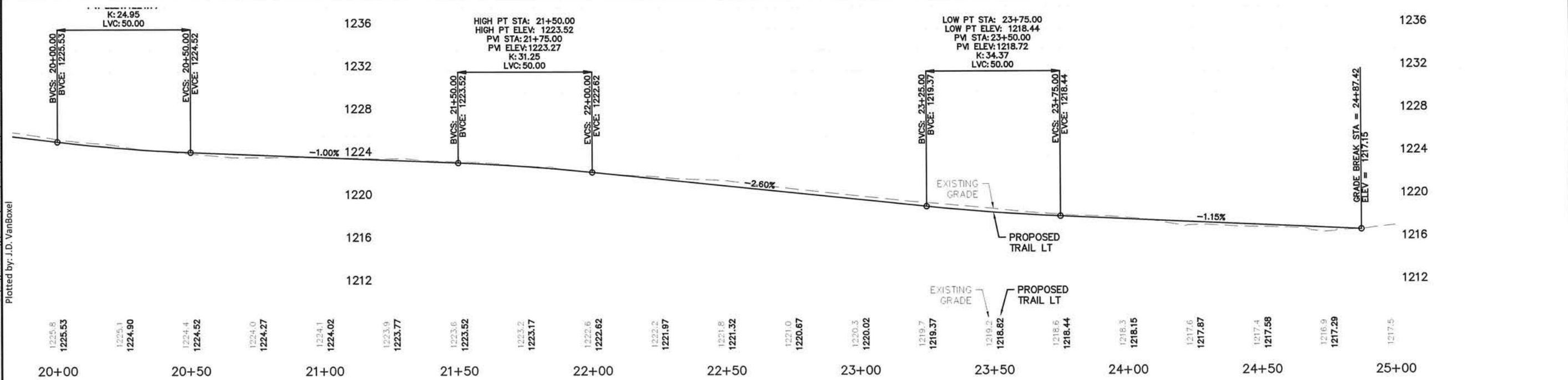
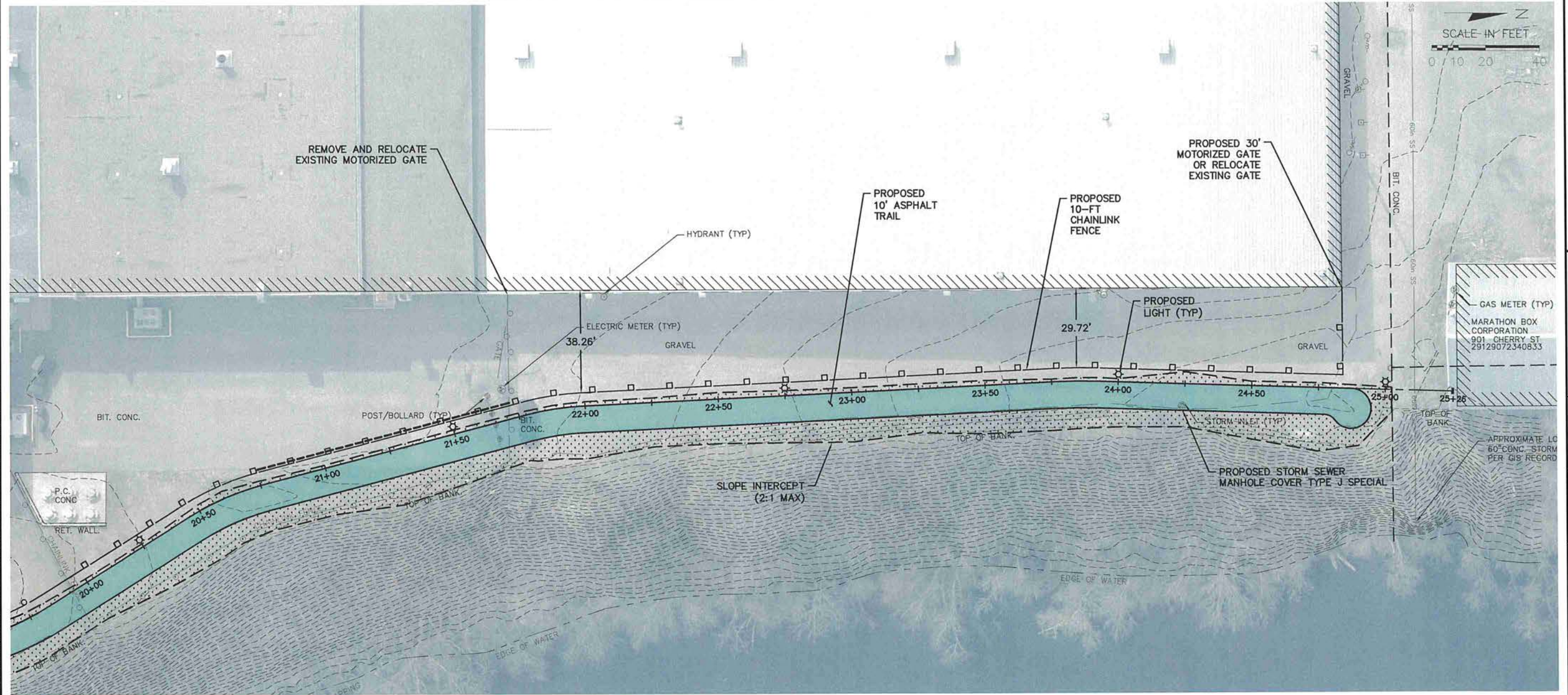


DWG FILE NAME: O:\Engineering\DWG\PROJ\0957\DWG\0957 RiveredgeTrail DESIGN NoBoardwalk.dwg, 6/26/2023 2:07:27 PM, City of Wausau - Engineering Department.

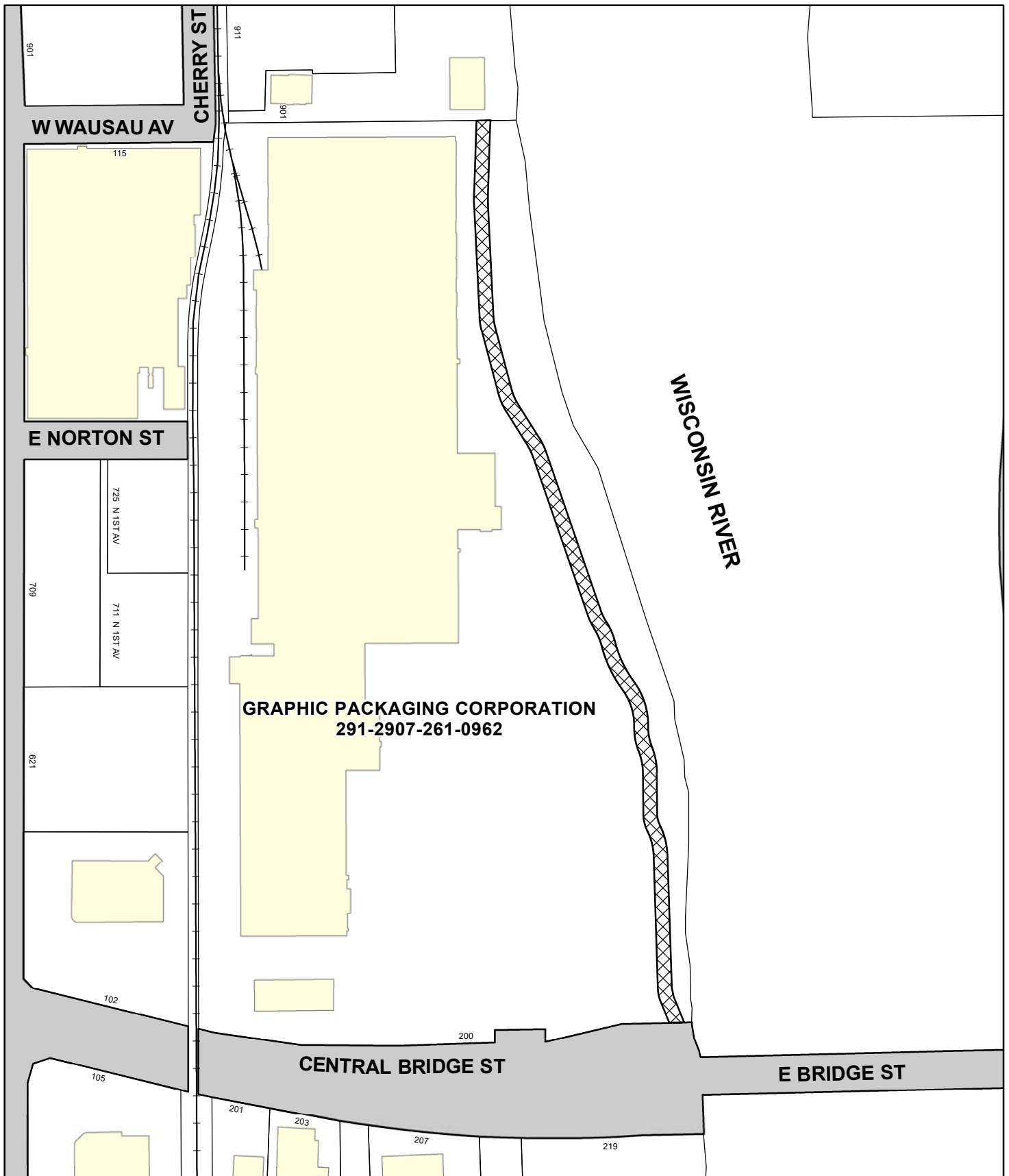


DWG FILE NAME: O:\Engineering\DWG\PROJ\0957\DWG\0957 RiveredgeTrail DESIGN NoBoardwalk.dwg, 6/26/2023 2:07:45 PM, City of Wausau - Engineering Department.

Plotted by: J.D. VanBoxel



CITY OF WAUSAU Engineering Department 407 GRANT STREET WAUSAU, WI 54403-4788 (715) 261-6740 FAX (715) 261-6759	
GRAPHICS PACKAGING TRAIL CENTRAL BRIDGE ST TO W WAUSAU AVE PROPOSED ASPHALT TRAIL	
SHEET NO.	3
OF 3 SHEETS	FILE NUMBER
23-02-24	
ISSUED FOR	REVIEW/APPROVAL
PRELIMINARY	BIDDING/CONST.
REVISIONS	REC. REF. DWG.
DATE	OFFICE USE
02/24/2023	
DESIGNED BY: J.D. VANBOXEL	APPROVED BY: J.D. VANBOXEL
FIELD BOOK NO. PG.	POINT FILE:
SURVEYED BY: ENG. DEPT.	



Map Date: July 17, 2023

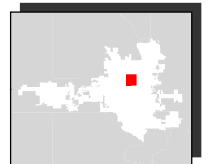
City of Wausau
Marathon County Wisconsin

0 100 200
Feet

Legend

- Parcels
- Right of Way
- Building
- Proposed 22 Ft Wide Easement

Map Location



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

Amending Section 10.20.080(a) designating no parking on the west side of the 500 block of S. 5th Avenue from a point 125 feet north of the crosswalk at Werle Avenue north to Stewart Avenue

Committee Action: Approved 4-0

Ordinance Number:

Fiscal Impact: Minimal cost to install signs

File Number: 23-1005

Date Introduced: October 10, 2023

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

Add ()

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

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

...

South 5th Avenue

- West side of the 500 block of S. 5th Avenue from a point 125 feet north of the crosswalk at Werle Avenue north to Stewart Avenue

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

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

Adopted:

Approved:

Published:

Attest:

Approved:

Katie Rosenberg, Mayor

Attest:

Mary A. Goede, Deputy City Clerk

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 parking restrictions on South 5th Avenue between Garfield Avenue and Stewart Avenue

Wesolowski was contacted by the principal of Trinity School. There are issues during school and events. Parked vehicles make it difficult for student pickup and narrows the street. The principal feels there is plenty of parking across the street and in the parking lot. The request is to restrict parking on the west side north of 536 South 5th Ave to Stewart Ave. Trinity owns the property at 536 South 5th Avenue. Posting parking restrictions just north of this property gives that resident the opportunity to park in front of the house. Trinity owns all the property where parking restrictions are proposed. Staff does not see issues, particularly because Trinity owns all the property.

Diny moved to approve the proposed parking restrictions on South 5th Avenue between Garfield Avenue and Stewart Avenue. Seconded by Rasmussen and the motion passed 4-0.

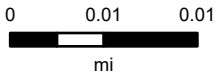
AGENDA ITEM
Discussion and possible action on parking restrictions on South 5 th Avenue between Garfield Avenue and Stewart Avenue
BACKGROUND
Staff was contacted by the Principal at Trinity School requesting ‘No Parking’ on the West side of S. 5 th Avenue in front of the school. The request is north of 536 S. 5 th Avenue to Stewart Avenue. A map is attached.
FISCAL IMPACT
Minimal, installation of signs.
STAFF RECOMMENDATION
Staff recommends approving the parking restrictions.
Staff contact: Allen Wesolowski 715-261-6762



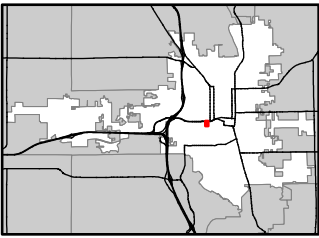
ArcGIS Web Map

City of Wausau / DPW

Date Printed: 9/8/2023



Parcel



- NOTES:
1. Duplication of this map is prohibited without the written consent of the City of Wausau DPW / GIS Dept.
 2. This map was compiled and developed by the City of Wausau and Marathon County GIS. The City and County assume no responsibility for the accuracy of the information contained herein.
 3. City of Wausau
Public Works / GIS Division
407 Grant St.
Wausau, WI 54403
www.ci.wausau.wi.us

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

RESOLUTION OF THE PUBLIC HEALTH & SAFETY COMMITTEE

Approving or Denying Various Licenses as Indicated

Committee Action: Approved 5-0

Fiscal Impact: None

File Number: 23-0108

Date Introduced: October 10, 2023

FISCAL IMPACT SUMMARY

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

RESOLUTION

WHEREAS, your Public Health and Safety Committee considered certain license applications at its September 18, 2023 meeting, and has made recommendations that are attached hereto in the meeting minutes and recommends these actions to the Council for its approval, now therefore

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

Approved:

Katie Rosenberg, Mayor

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: Mayor Rosenberg, Jeremy Kopp, Todd Beaten, Tara Alfonso, Tracy Rieger, Kaitlyn Bernarde, Mary Goede, Kody Hart

Consider approval or denial of various license applications

Peter Goetsch was recommended for denial for a Public Transportation Driver license and withdrew the application.

Action on the determination for denying the Public Transportation Driver license for Emmanuel Reyes was not taken at the previous meeting to allow Reyes to provide additional evidence showing rehabilitation. Reyes did not provide additional evidence of rehabilitation to the clerk in the time since and was not in attendance.

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

CLERK'S REPORT TO PUBLIC HEALTH & SAFETY COMMITTEE

September 18, 2023 Meeting

AGENDA ITEM # 2

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

ADDITIONAL INFORMATION

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

1. **Denial Recommendations: Public Transport Driver:** *Deferred from previous meeting:*
1) **Emmanuel Reyes** - Applicant has 4 battery convictions, the most recent in 2017. In addition, the applicant has habitual truancy enhancers on more recent convictions. Applicant also has a conviction for reckless driving causing injury in 2006. 2) **Peter Goetsch** - *Applicant has felony THC convictions in 2017, felony theft conviction in 2021 and felony burglary convictions in 2021*
2. **Class B Beer/Class C Wine** – A & A Restaurant LLC, 1720 Grand Ave, owner Albiona and Albion Rushani.
3. **Class I Special Events – Wausau Events 2024 Season Applications:** Winter Fest – January 27, Concerts on the Square – June 3 – August 28, Wings Over Wausau - June 21-22, Chalk Fest – June 22-23, 4th of July Fireworks – July 4, Blues Fest – August 17, Beer & Bacon Fest – September 14, Harvest Fest – October 5, Holiday Parade – December 6
4. **Class II Special Events** – Ironbull Red Granite Grinder Bike Race, Saturday, October 14, 2023; Turkey Trot 2023 - Thanksgiving Day, November 23, 2023.

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

STAFF RECOMMENDATION

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

Mary Goede, Deputy Clerk

Date of Report: September 15, 2023

(715) 261-6621



PHS Date 09/18/2023

License ID	License Typ	Name	Address	Details	Business	Begin Dt	End Dt	Police	PHS	Council
185571	850 - Obstruction	YANZER, AMY	914 OAK ST WAUSAU WI 54401			09/20/2023	06/30/2018			
185497	9026 - Class I	ADERHOLDT, ALISSANDRA	316 SCOTT ST WAUSAU WI 54403	2024 CONCERTS ON THE SQUARE on WEDNESDAYS, JUNE THRU AUGUST Organized by WAUSAU EVENTS					Yes	
185316	9026 - Class I	ADERHOLDT, ALISSANDRA	316 SCOTT ST WAUSAU WI 54403	2024 WINTER FEST on SATURDAY, JANUARY 27, 2024 Organized by WAUSAU EVENTS					Yes	
185318	9026 - Class I	ADERHOLDT, ALISSANDRA	316 SCOTT ST WAUSAU WI 54403	2024 WINGS OVER WAUSAU on FRIDAY, JUNE 21ST, SATURDAY, JUNE 22ND Organized by WAUSAU EVENTS					Yes	
185319	9026 - Class I	ADERHOLDT, ALISSANDRA	316 SCOTT ST WAUSAU WI 54403	2024 CHALK FEST on FRIDAY, JUNE 22ND & SATURDAY, JUNE 23RD Organized by WAUSAU EVENTS					Yes	



PHS Date 09/18/2023

License ID	License Typ	Name	Address	Details	Business	Begin Dt	End Dt	Police	PHS	Council
185320	9026 - Class I	ADERHOLDT, ALISSANDRA	316 SCOTT ST WAUSAU WI 54403	4TH OF JULY FIREWORKS & PARADE on THURSDAY, JULY 4, 2024 Organized by WUASU EVENTS					Yes	
185321	9026 - Class I	ADERHOLDT, ALISSANDRA	316 SCOTT ST WAUSAU WI 54403	2024 BLUES FEST on FRIDAY, AUGUST 16TH & SATURDAY, AUGUST 17TH Organized by WAUSAU EVENTS					Yes	
185322	9026 - Class I	ADERHOLDT, ALISSANDRA	316 SCOTT ST WAUSAU WI 54403	2024 BEER AND BACON FEST on SATURDAY, SEPTEMBER 14, 2024 Organized by WAUSAU EVENTS					Yes	
185324	9026 - Class I	ADERHOLDT, ALISSANDRA	316 SCOTT ST WAUSAU WI 54403	2024 HARVEST FEST on SATURDAY, OCTOBER 5, 2024 Organized by WAUSAU EVENTS					Yes	
185325	9026 - Class I	ADERHOLDT, ALISSANDRA	316 SCOTT ST WAUSAU WI 54403	2024 HOLIDAY PARADE on FRIDAY, DECEMBER 6, 2024 Organized by WAUSAU EVENTS					Yes	



PHS Date 09/18/2023

License ID	License Typ	Name	Address	Details	Business	Begin Dt	End Dt	Police	PHS	Council
185327	9027 - Class II	LARSON, ANDREA	200 WASHINGTON ST, STE 200 WAUSAU WI 54403	IRONBULL RED GRANITE GRINDER BIKE RACE on SATURDAY,, OCTOBER 14, 2024 Organized by IRONBULL (ANDREA LARSON)					Yes	Yes
185400	9027 - Class II	LEE, BEN	705 S 24TH AVE WAUSAU WI 54401	2023 TURKEY TROT on THANKSGIVING DAY, NOVEMBER 23RD Organized by UNITED WAY - BEN LEE					Yes	
185172	9067 - Class "B" Beer & "Class C" Wine	RUSHANI, ALBIONA	1001 PINE STREET MOSINEE WI 54455		A & A RESTAURANT	08/30/2023	06/30/2024	Yes	Yes	
185257	9069 - Temporary "Class B" (Picnic)	,	PO BOX 1611 WAUSAU WI 54402		WAUSAU NOON OPTIMIST				Yes	
185072	9069 - Temporary "Class B" (Picnic)	GUMTZ, NICK	PO BOX 176 WAUSAU WI 54402-0176		WAUSAU YOUTH HOCKEY			Yes	Yes	
185337	9069 - Temporary "Class B" (Picnic)	HANNEY, CARLY	707 N 3RD ST WAUSAU WI 54403		THE LANDING AT THE WOODSON YMCA				Yes	
184612	9080 - Public Transport Driver New	GOETSCH, PETER	180991 HILLLY ACRES RD ELAND WI 54427		NORTHWOODS CAB	08/01/2023	06/30/2024	No	No	
184436	9080 - Public Transport Driver New	REYES, EMMANUEL	513 E 1ST ST MERRILL WI 54452		NORTHWOODS CAB	07/25/2023	06/30/2024	No	No	



PHS Date 09/18/2023

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

8

ORDINANCE OF PUBLIC HEALTH & SAFETY COMMITTEE

Creating Section 12.44.055 Block parties.

Committee Action: Approved 5-0

Ordinance Number:

Fiscal Impact: None

File Number: 23-0608**Date Introduced:** October 10, 2023**FISCAL IMPACT SUMMARY**

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

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

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

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

- (c) Closing of streets. The temporary street closing shall be limited to one city block. Permits will not be granted for the closing or detour of federal, state or county trunk highways or connecting highways or where such closure will, or will be likely to cause unreasonable traffic congestion, result in a disturbance of the peace, endanger the public, health welfare and safety, or unreasonably disrupt access to a place of business.
- (d) Responsibilities of the permittee.
 - (1) Acceptance of a permit shall make the applicant primarily liable for damages to persons or property caused by reason of the closing. The City shall not be liable for any damage or injury caused by the street closing.
 - (2) A permittee issued a permit under this section shall notify the police and fire department, bus companies and private ambulance services 24 hours prior to the street closing.
 - (3) The permittee is responsible for the placement of the barricades and advance “Road Closed Ahead” signs provided by the Department of Public Works used to close the streets. Barricades and advance “Road Closed Ahead” signs must be moved into the position approved on the permit by the permittee two hours prior to the beginning of the block party.
 - (4) Barricades and advance “Road Closed Ahead” signs shall be removed from the street and placed on the boulevard area, off the street surface and not obstructing a sidewalk or crosswalk, and shall be placed so as not to shall be visible to motorists.
 - (5) Music or noise levels must be kept at a reasonable level as not to disturb others.
 - (6) Remove all debris, paper, cups, food remains and the like from the street right-of-way prior to 9:00 a.m. on the day following the block party.
- (e) Residential block parties. Block parties held in a residential neighborhood where the attendees are residents of the block and their guests shall start no earlier than 10:00 a.m. and end no later than 10:00 p.m.
- (f) Other block parties. Block parties where the applicant and permittee is a commercial business are subject to the following additional restrictions:
 - (1) Are limited to five hours in length and shall start no earlier than 10:00 a.m. and end no later than 10:00 p.m.
 - (2) Alcohol may be served or sold only by an establishment holding an alcohol beverage license. Open containers of alcohol may not be taken from the licensed premises; alcohol not in the original package or container may be sold for consumption off the premises in accordance with Wis. Stat. s.125.51(3)(a).
 - (3) The Director of Public Works may place conditions upon the permit that bear a reasonable relationship to requirements existing under state statutes or elsewhere in this Code and may include without limitation, conditions to reasonably control

noise, the accumulation of trash or blowing or scattering of trash from the site, lighting and the disbursement and consumption of alcohol beverages.

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

Section 2. This ordinance shall be in full force and effect on November 1, 2023, at 12:01 a.m.

Adopted:
Approved:
Published:
Attest:

Approved:

Katie Rosenberg, Mayor

Attest:

Mary A. Goede, Deputy Clerk

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: Mayor Rosenberg, Jeremy Kopp, Todd Beaten, Tara Alfonso, Tracy Rieger, Kaitlyn Bernarde, Mary Goede, Kody Hart

Discussion and possible action on creating Section 12.44.055 Block parties as a result of sunset/auto-repeal of original ordinance on November 1, 2023, at 12:01 a.m.

Henke questioned if the currently the licenses premises are allowed to expand their premise to legally hold a block party. Tara Alfonso, Assistant City Attorney, explained that under the proposed ordinance change outlined that if two adjacent bars want to hold a joint commercial block party the best practice would be to close the street in-between and have each establishment provide alcoholic beverages in sealed containers under the state law allow cocktails-to-go in a temper-proof sealed container.

Larson questioned if other bars in the vicinity of Matt's 101 Pub would be a part of this proposed commercial block party. The proposed party would only include Matt's 101 Pub and the Chatterbox.

Diny questioned open containers regulations. Open containers of alcohol cannot be sold and taken out of a licensed premise but containers of alcohol in a temper-proof sealed container can be sold and taken out of the licensed premise for off-site consumption. Mary Goede, Deputy Clerk, stated that state law allows beer to be sold and then taken out of a licensed premise for consumption, but liquor cannot be sold for the same off-site consumption. It was mentioned that an extension of a premise can be provided in certain circumstances and on private property such as a sidewalk but a block party on a public street would not be considered an extension of the premise.

Motion by Diny, seconded by Larson to approve the ordinance. Motion carried 5-0.

RESOLUTION OF THE PLAN COMMISSION

Amending the General Development Plan at 1200 North River Drive to allow for 200 residential units and 5,500 square feet of commercial space, in a PUD, Planned Unit Development Zoning District.

Committee Action: Approved 7 - 0

Fiscal Impact: None.

File Number: 15-0708

Date Introduced: October 10, 2023

WHEREAS, on September 19, 2023, the Plan Commission considered a request to amend the general development plan at 1200 North River Drive to allow for 200 residential units and 5,500 square feet of commercial space; and

WHEREAS, the mixed-use buildings would consist of ground floor commercial spaces, interior parking, and six stories of residential apartments above; and

WHEREAS, parking for tenants would be provided in a stand-alone parking structure, as well as on the ground floor of the mixed-use buildings; and

WHEREAS, surface parking would be provided on site for customers and the general public; and

WHEREAS, the proposed project fits with the original master plan for the area of creating a vibrant, urban, mixed-use riverfront that maintains public access to the river; and

WHEREAS, the arrangement of the proposed buildings is similar to previous plans for the area; and

WHEREAS, this project will not alter the linear public green spaces that lie adjacent to the waterways; and

WHEREAS, the architecture of the buildings is intended to fit with the existing urban fabric including some historic industrial structures as well as new commercial and residential buildings; now therefore

BE IT RESOLVED that the Common Council of the City of Wausau hereby amends the general development plan at 1200 North River Drive to allow for a mixed-use development of 200 residential units and 5,500 square feet of commercial space, in a PUD, Planned Unit Development Zoning District.

Approved:

Katie Rosenberg, Mayor

PLAN COMMISSION

Time and Date: The Plan Commission met on Tuesday, September 19th, 2023, at 5:00 p.m. in the Common Council Chambers of Wausau City Hall.

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

Others Present: William Hebert, Brian Stahl, Tara Alfonso, Brad Lenz

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

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

PUBLIC HEARING: 1200 N River Dr (General Development Plan), zoning for a 7-story building that contains 200 market-rate apartments of varying sizes and floor plans, along with five independent commercial spaces.

Jackie McElroy, Director of Business Development at SC Swiderski. Site Plan still proposes for surface public parking, two buildings, and a parking structure. The entrances to parking for both proposed apartment buildings and the proposed parking structure were adjusted from the original conceptual site plan. The new site plan also has additional parking surface spots. The site plan still has a breezeway that is for the public to access the river.

Joleen Specht, Development Project Manager at SC Swiderski. The structure of the apartment complexes versus the parking structure. Apartment buildings are 7-stories buildings whereas the parking structure is a 5-story building. Design elements on both buildings are also cohesive. Apartment buildings range from studios to 1 to 2-bedroom units and from Keystone suites to 1 to 2-bedroom penthouses. Overall, there are 200 apartment units.

McElroy explains that her team calculated that the projected average of how many people will live here is approximately 245 residents. Breezeway was adjusted to be 2-stories for a more welcoming passthrough for the public.

Specht states the new site plan has 356 parking spots total. There are 30 surface parking spaces for the public, 43 tenant parking spaces below the apartment buildings. In the parking structure, there are 263 tenant parking spaces, 15 retail employee parking spaces, and 5 SCS employee parking spaces.

McElroy explained the proposed timeline that they hope to do site work on June 1st, 2024, and complete the project by March 1st, 2027.

Mayor Rosenberg closed the public hearing.

Discussion and possible action on approving the zoning for 1200 N River Dr (General Development Plan) to allow for a 7-story building the contains 200 market rate apartments and five independent commercial spaces.

Bohlken states his appreciation of the site plan proposing a parking structure for their proposed apartment buildings. Bohlken asks for an average square footage for the apartment's units.

Jennifer Jones, from REI Engineering, states that studio units' range around 800 square feet. 2 bedrooms are about 1,200 square feet. The penthouses on the top floor are larger than the studio and 1-2 bedrooms, and they range in size.

Motion by Brueggeman and seconded by Bornemann. Motion approved unanimously 7-0.



Memorandum

From: Brad Lenz
To: Plan Commission
Date: September 14, 2023
Subject: Amend PUD at 1200 N. River Drive to allow for a mixed-use development

Introduction

SC Swiderski is proposing a mixed-use building along the riverfront that would contain 200 residential units as well as five commercial spaces. The commercial spaces would be small and oriented toward the river, totaling 5,500 square feet. They would be located on the ground floor of the building, along with indoor parking for residents and some ancillary spaces.

Floors two through seven of the building would be a mix of apartment units and common spaces for residents. The majority of the units would be studios or 1-bedrooms. No units would contain more than two bedrooms. An exact breakdown of the unit mix is shown on the enclosed floor plans.

A parking structure is being proposed along River Drive to support the mixed-use building. The structure would contain 283 parking spaces for residents and employees working in the building. The site plan shows 30 outdoor, surface-level parking spaces for customers and the general public. Inside the mixed-use building would be 43 parking stalls for residents. The total number of indoor parking stalls (both buildings included) would be 326. Please see the enclosed plans.

Background

The previous general development plan was approved in 2021 for a similar mixed-use development. That proposal included three mixed-use buildings without a separate parking structure. Both projects showed public access to the wharf, commercial space on the ground floor with multi-stories of residential units above the first floor.

The City has been interested in developing this portion of the riverfront, having released Request for Proposals (RFPs) to find developers. The financial incentives for this project have gone through City committees and the Common Council.

The plan shown in Image 2 below is the original general development plan (approved in 2017) for the area north of the stream. The plan shows a single building where the stream meets the Wisconsin River, with other sites open for future development. The proposed development would take up all development sites (i.e., “Lot 7” and “Lot 8” in addition to “Lot 6”) between the stream and the WOW building.

Image 1. Proposed Site Plan from SCS

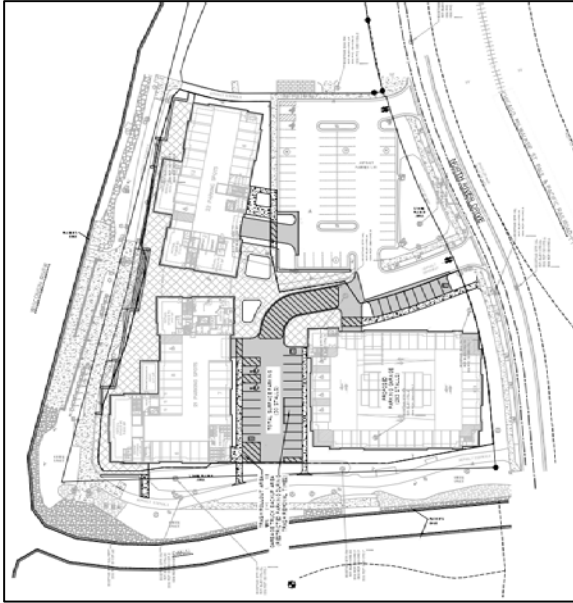
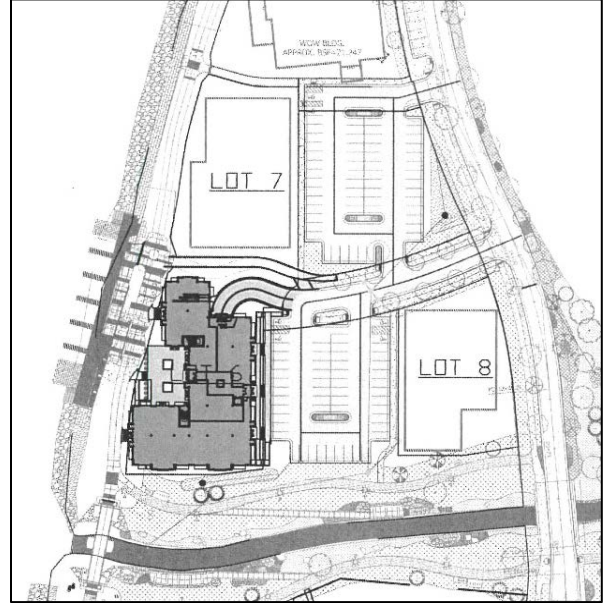


Image 2. Original Development Plan



The East Riverfront Master Plan, adopted by the city in 2015 prior to redevelopment of the area, conceived of the area, particularly north of the stream, as being mixed-use (with residential and small-scale commercial). The buildings are shown oriented mainly toward the river and stream, with some surface parking on the interior.

The public green spaces in the area were designed in a linear fashion along the river and stream, with private development filling in behind the public multi-use paths along the waterways. The narrow green space at the north end of the site (left side of plan below) became RiverLife Park.

Image 3. Illustrative Concept from the East Riverfront Master Plan (2015)



The plan included a study that showed strong preference for multi-family residential use. The plan noted that the area could reasonably accommodate 40-45 new units per year, for eight to ten years, in addition to new commercial square footage. The actual density of development in the East Riverfront/RiverLife area, even with the current mixed-use proposal, is tracking to be under the targets set in the original master plan.

Criteria for Approval

Section 23.10.45(f) of the zoning code outlines the criteria for approval of a Planned Unit Development (PUD). It states that in its review of an application for a PUD the plan commission shall make findings with respect to ten criteria (below). Some of the criteria pertain more to establishment of a new PUD (versus amending an existing), while others relate more to the specific plans instead of the general plans. Staff comments follow each of the criteria.

1. The proposed Planned Unit Development project is consistent with the overall purpose and intent of this title.

The planned unit development zoning was established in the East Riverfront/RiverLife area before the first redevelopment project was undertaken. The district rightfully provides zoning flexibility in order to promote a unique, urban riverfront district.

2. The proposed Planned Unit Development project is consistent with the City's Comprehensive Plan and other area plans. (It is the responsibility of the City to determine such consistency.)

A housing objective in the Comprehensive Plan is to encourage a variety of housing types throughout the city. The proposed mixed-use buildings along the riverfront would add to the diversity of housing in the city.

Under the economic development goal of stimulating community and economic growth and development, the Comp Plan encourages the use of Planned Unit Development zoning to encourage and facilitate high-quality, mixed-use development. This ties into the Downtown objective of creating more residential use in order to make downtown a multi-use activity center.

Similarly, the East Riverfront Master Plan envisions this area as a vibrant urban neighborhood that is anchored by new housing choices and supports high quality entertainment, retail, and office uses.

3. The proposed Planned Unit Development project would maintain the desired relationships between land uses, land use densities and intensities, and land use impacts in the environs of the subject site.

The proposed mixed-use project fits with the original master plan for the area in creating a vibrant, urban, mixed-use riverfront that maintains public access to the river. The intensity of land use is consistent with the original plan, and will add to the experience of people living and visiting there.

- 4. Adequate public infrastructure is or will be available to accommodate the range of uses being proposed for the Planned Unit Development project, including but not limited to public sewer and water and public roads.**

Public infrastructure was added during the remediation and site preparation phase of this brownfield redevelopment project.

- 5. The proposed Planned Unit Development project will incorporate appropriate and adequate buffers and transitions between areas of different land uses and development densities/intensities.**

No buffering between uses is necessary as the uses will be compatible and complementary to each other.

- 6. The proposed Planned Unit Development project design does not detract from areas of natural beauty surrounding the site.**

The project would not alter the linear public green spaces that exist adjacent to the waterways. Detailed landscaping plans for areas adjacent to the buildings will be part of the subsequent specific implementation plans.

- 7. The proposed architecture and character of the proposed Planned Unit Development project is compatible with adjacent/nearby development.**

The architecture of the buildings is intended to fit with the existing urban fabric, which includes historically industrial structures as well as new commercial and residential buildings.

- 8. The proposed Planned Unit Development project will positively contribute to and not detract from the physical appearance and functional arrangement of development in the area.**

The arrangement of the proposed buildings is in line with both the previous general development plan and the original master plan for the area. The site plan maintains public access to the river and stream, and arguably enhances the public connection to the wharf. The small commercial spaces will improve the visitor experience and provide amenities to residents of the area.

- 9. The proposed Planned Unit Development project will produce significant benefits in terms of environmental design and significant alternative approaches to addressing development performance that relate to and more than compensate for any requested exceptions/base standard modifications variation of any standard or regulation of this title.**

The developer stated in the application narrative that they are not seeking any exceptions to the zoning regulations. While the PUD district has flexible zoning regulations, staff look to the standard zoning districts for guidance. The setback distances shown on the site plan are tight, but in the Downtown Periphery Mixed-

Use (DPMU) district, which is closest to the subject property, setbacks can range from 0 to 10 feet, depending on what is considered the rear yard.

Parking on the site is more than adequate for this development. For 200 residential units (all under three bedrooms), the basic standard is 1.5 parking spaces per unit, which would equate to a minimum of 300 parking spaces. As noted above, the plans show 326 indoor parking spaces for residents and employees, with 30 outdoor spaces for customers and the general public. The small commercial spaces would only require a handful of parking spaces, but mixed-use buildings actually get a 25% reduction in the total number of spaces required. As noted with the previous proposal for this site, when trying to develop a walkable urban environment, too much parking, especially surface-level, can be detrimental to an area.

A zoning standard that appears to need an exception is the step-back from the façade of 15 to 20 feet above the third floor on a building taller than three stories. The DPMU district also has a maximum building height of 60 feet and five stories. The Downtown High Rise Mixed-Use (DRMU) district, by comparison, does not have a maximum height or number of stories. This district is located in close proximity to the subject property.

The Specific Implementation Plans will determine whether significant benefits, in terms of environmental design and development performance compensate for the variation from the base zoning standards.

10. For Planned Unit Development projects that are proposed to be developed in phases, the applicant can provide a timeline for development and can demonstrate that the project would be successful even if all phases were not or could not be completed.

This project would essentially be developed in a single phase.

The developer is seeking approval of the General Development Plan at this time. Staff recommends approval. Upon a recommendation from Plan Commission, the Common Council will review the General Development Plan. A Specific Implementation Plan with more details would need to be reviewed by the Plan Commission at a later date.



September 11, 2023

Project Description
Attn: City of Wausau - Planning & Zoning



Subject:

General Development Plan Submittal
Project: SCS Wausau Riverfront
Location: 1200 N River Dr. Wausau, WI

Client Response to GDP Written Description and Project Information:

General signage plan (Refer to General Signage Plan) - SCS Wausau will have a sign affixed to the structure which identifies the building. The exact position of the sign on the building is still being configured and the design is not finalized. The address of the building will also be highly visible to the public, likely elevated on the structure. There will also be a monument sign near the parking structure to help make the public aware that the parking ramp is owned by SCS and is not public.

General outline of property owner's associations, covenants, easements, and deed restrictions - The Riverlife District was designed to allow developers to have relative freedom in their design and building layouts therefore there are no associations or restrictive covenants that SCS is aware of. The site is polluted from previous industrial and commercial land use so the only site restrictions will be in regard to environmental contamination. There are currently 2 open RR cases on this property which are on track to be closed prior to the transfer of ownership. After the contamination cases are closed, there will be continuing obligations in order to satisfy the WDNR's conditions of closure. Those conditions will be specified when the open case transitions to a closed case. SCS will then be responsible for meeting those conditional requirements which will ensure environmental and public safety.

Description of the proposed Planned Development - The Sterling building was created by the SCS Design Team to tie together elements of Wausau's past and present with a look to its future. Wausau area designers collaborated on the concept and designed it to fit the unique size and shape of the site. SCS Wausau is a proposed mixed-use development featuring the newly designed, 7-story Sterling building that presents 200 market rate apartments of varying sizes and floor plans. Offerings include studios, studio suites, 1-and-2 bedrooms, and penthouse suites. There will be five independent commercial spaces encompassing around 5,500 square feet, so the development will be a blend of commercial and residential land uses.

The approximate residential density is 62 units per acre and the commercial density is around 1.5 units per acre. The landscape surface area ratio is challenging to calculate at this time as we are still defining the interface between our building and the public walkway. The city of Wausau



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desires the highest possible density of public parking spaces for this development so green space gets reduced in order to achieve this goal.

The current natural state of this site consists of impervious parking areas and grass. SCS Wausau will be constructed in the grassy portion of the site as to retain the public parking. The public river trail walkway borders the western edge of the property and buffers the Wisconsin River from our development site. The river views will be a highlight for the commercial vendors as well as our residents.

Since this is a redevelopment site in the downtown area the building will be in close proximity to many adjacent structures. Wausau on Water will be just to the north of SCS Wausau with N River Dr directly to the east. The other two boundaries consist of water features which include a stormwater ditch to the south and the Wisconsin River to the west.

The comprehensive plan regards the redevelopment of this site as a priority in order to expand the city's tax base and to utilize undeveloped properties downtown. The city also desires higher densities to minimize the cost of providing services to the community. The comprehensive plan expresses the need for more dense units and mixed-use units, particularly downtown. Wausau has an objective to promote programs and policies that provide housing opportunities for all residents. There is another objective to support development and redevelopment to ensure that downtown is a livable, accessible environment for all people. The comprehensive plan encourages full use of land within the City boundaries, including redevelopment and infill development of underutilized areas. Wausau has also created an East Riverfront District Plan which strives to redevelop this site into a high quality, riverfront housing district with public gathering spaces and commercial buildings. SCS Wausau will provide that high quality housing which is desired as well as public opportunities to engage in the Riverwalk or commerce.

Proposed exceptions: SCS is not seeking any exceptions for our development. This site is zoned as PUD to allow for flexibility in design which allows SCS to cater to the overall goals and objectives of the city. Setbacks may be condensed more than normal developments of this size, but that is driven by the number of amenities SCS is siting on a small tract of land. Building aesthetic will be taken into consideration in the areas where public walkways will be in close proximity to the structures. The city of Wausau wanted to retain as much public parking as possible, so SCS intentionally designed structures around the existing parking. There will be adequate parking for our tenants within SCS buildings which will allow the public to utilize all of the parking spaces outside.

**SCS WAUSAU
RIVERFRONT**

**GENERAL
LOCATION MAP**

GDP SUBMITTAL

WAUSAU,
WISCONSIN

09.II. 2023

PROJECT NUMBER • 10900

PI00



LEGEND

THE OVERALL PROJECT INTENDS TO ACCOMMODATE ALL LANDSCAPE REQUIREMENTS AS REQUIRED BY THE CITY PER WAUSAU ZONING CODE.

1 BUILDING FOUNDATION

- DIVERSITY OF NATIVE SPECIES
- DECIDUOUS/EVERGREEN SHRUBS
- ORNAMENTAL GRASSES & PERENNIALS

2 PAVED AREA

- DIVERSITY OF NATIVE SPECIES
- DECIDUOUS TREES/SHRUBS
- ORNAMENTAL GRASSES & PERENNIALS

3 STREET FRONTAGE

- DIVERSITY OF NATIVE SPECIES
- DECIDUOUS TREES

4 YARDS

- DIVERSITY OF NATIVE SPECIES
- DECIDUOUS TREES/SHRUBS
- ORNAMENTAL GRASSES & PERENNIALS

A RIVERFRONT TERRACE

- PATIO/OPEN SPACE
- OUTDOOR DINING/GATHERING
- MOVABLE CHAIRS & TABLES
- SEATWALLS/RAISED PLANTERS
- OUTDOOR LIGHTING
- VERTICAL SUPPORT ELEMENTS FOR LIGHTING, SIGNAGE AND/OR POTENTIAL SHADE SAILS
- LOW PROFILE DECORATIVE RAILINGS TO SEPARATE PUBLIC VS PRIVATE SPACE
- SAWCUT EXISTING RIVERFRONT PATH CURVES TO PROVIDE OPPORTUNITY FOR SOFTSCAPE AND MAXIMIZE FUNCTIONALITY OF PATIO/OPEN SPACE WITHIN TERRACE ABOVE. REINCORPORATE CITY BENCHES ALONG TERRACE/ RIVERFRONT TRAIL WITHIN SOFTSCAPE BEDS.

B BREEZEWAY

- PEDESTRIAN PLAZA/CORRIDOR THROUGH BUILDING
- SEATWALLS/RAISED PLANTERS
- OUTDOOR LIGHTING
- VERTICAL SUPPORT ELEMENTS FOR LIGHTING, SIGNAGE

C SURFACE PARKING

D CANOE/KAYAK STORAGE

E PEDESTRIAN CROSSWALK

F TERRACE STEPS

- WIDE/SHALLOW TRANSITION TO RIVERFRONT
- POURED CONCRETE, 24" TREADS
- DECORATIVE HAND RAILINGS

G LOW RETAINING WALLS

- CONCRETE OR LARGE PROFILE LIMESTONE BLOCKS TO MATCH EXISTING RIVERFRONT

H REFUSE ROLLOUT AREA



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4080 N 2TH AVE
WAUSAU, WI, 54401

THIS EXHIBIT IS INTENDED
FOR CONCEPTUAL PURPOSES ONLY
• NOT FOR CONSTRUCTION •

SCS WAUSAU
RIVERFRONT

CONCEPTUAL
LANDSCAPE
PLAN

GDP SUBMITTAL

WAUSAU,
WISCONSIN

09.11.2023

PROJECT NUMBER • I0900

P200

LEGEND

- A

MONUMENT SIGN

• LOCATED NEAR ENTRANCE

• REFER TO SAMPLE IMAGE
- B

BUILDING SIGNAGE

• MOUNTED TO BUILDING

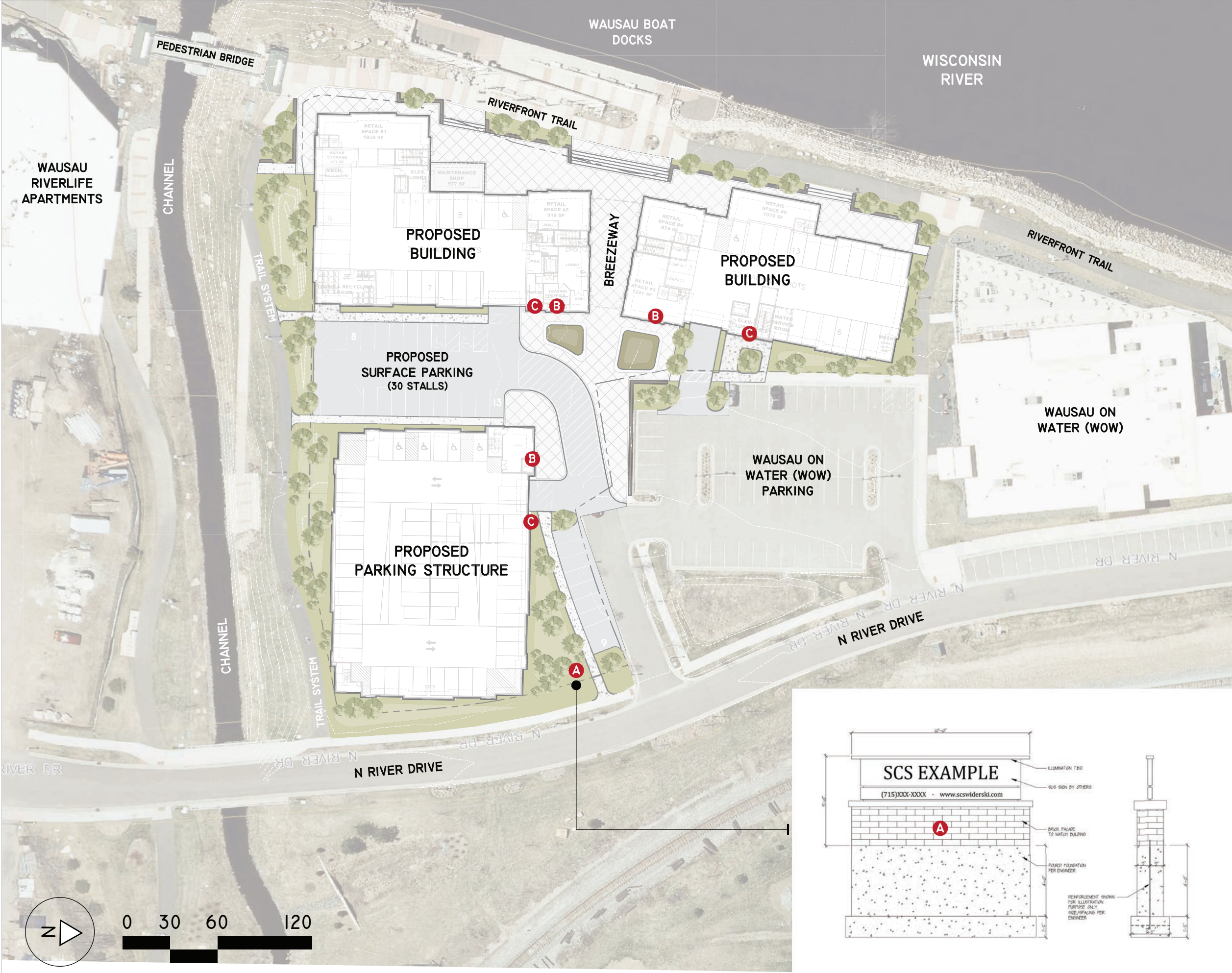
• EXACT LOCATIONS TBD

• VISIBLE FROM ROAD AND WATERFRONT
- C

BUILDING ADDRESS

• LARGE/HIGHLY VISIBLE

• EXACT LOCATION TBD



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SCS WAUSAU
RIVERFRONT

GENERAL
SIGNAGE PLAN

GDP SUBMITTAL

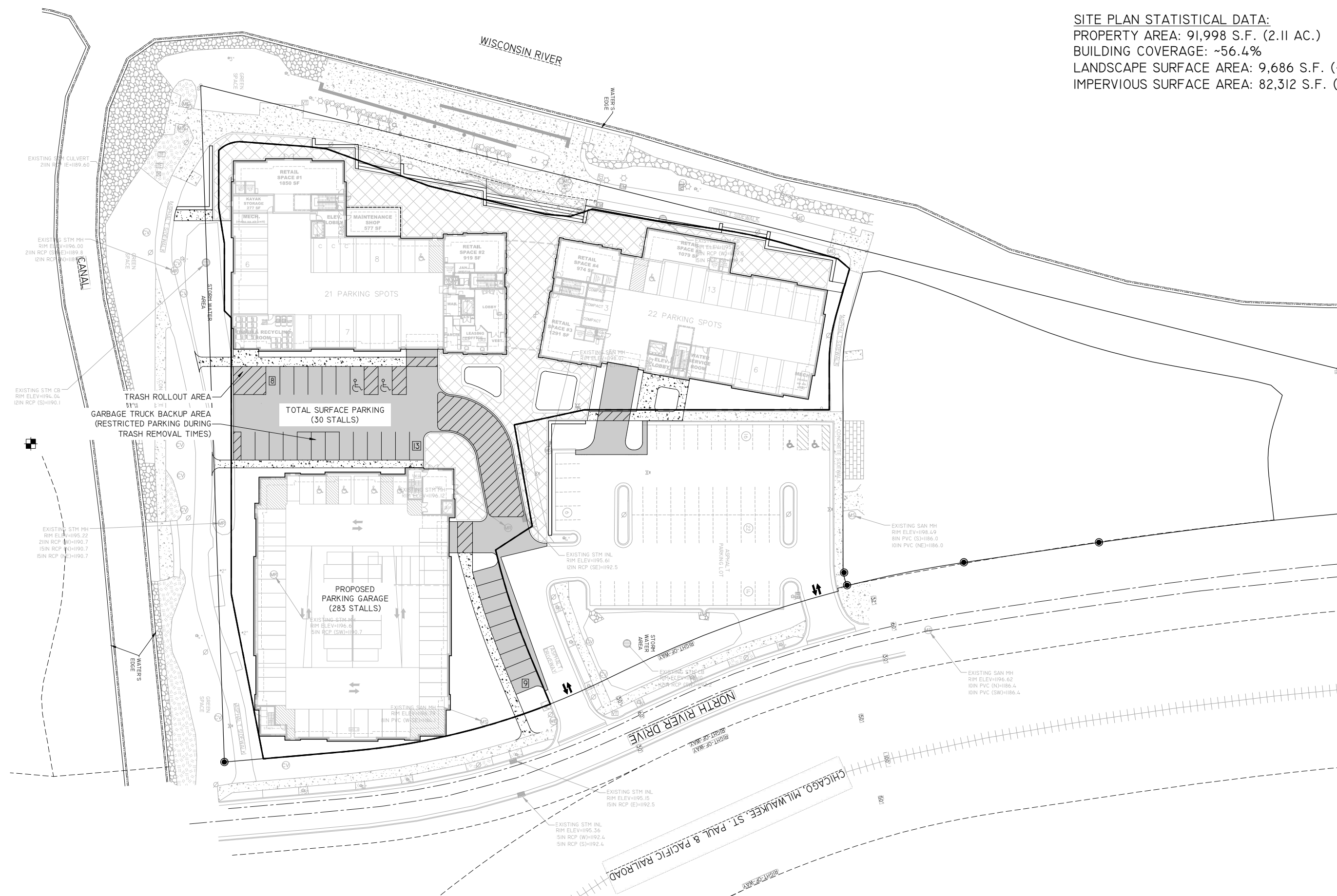
WAUSAU,
WISCONSIN

09.II.2023

PROJECT NUMBER • 10900

P300

SITE PLAN STATISTICAL DATA:
PROPERTY AREA: 91,998 S.F. (2.11 AC.)
BUILDING COVERAGE: ~56.4%
LANDSCAPE SURFACE AREA: 9,686 S.F. (~10.5%)
IMPERVIOUS SURFACE AREA: 82,312 S.F. (89.5%)



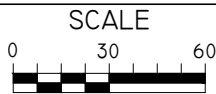
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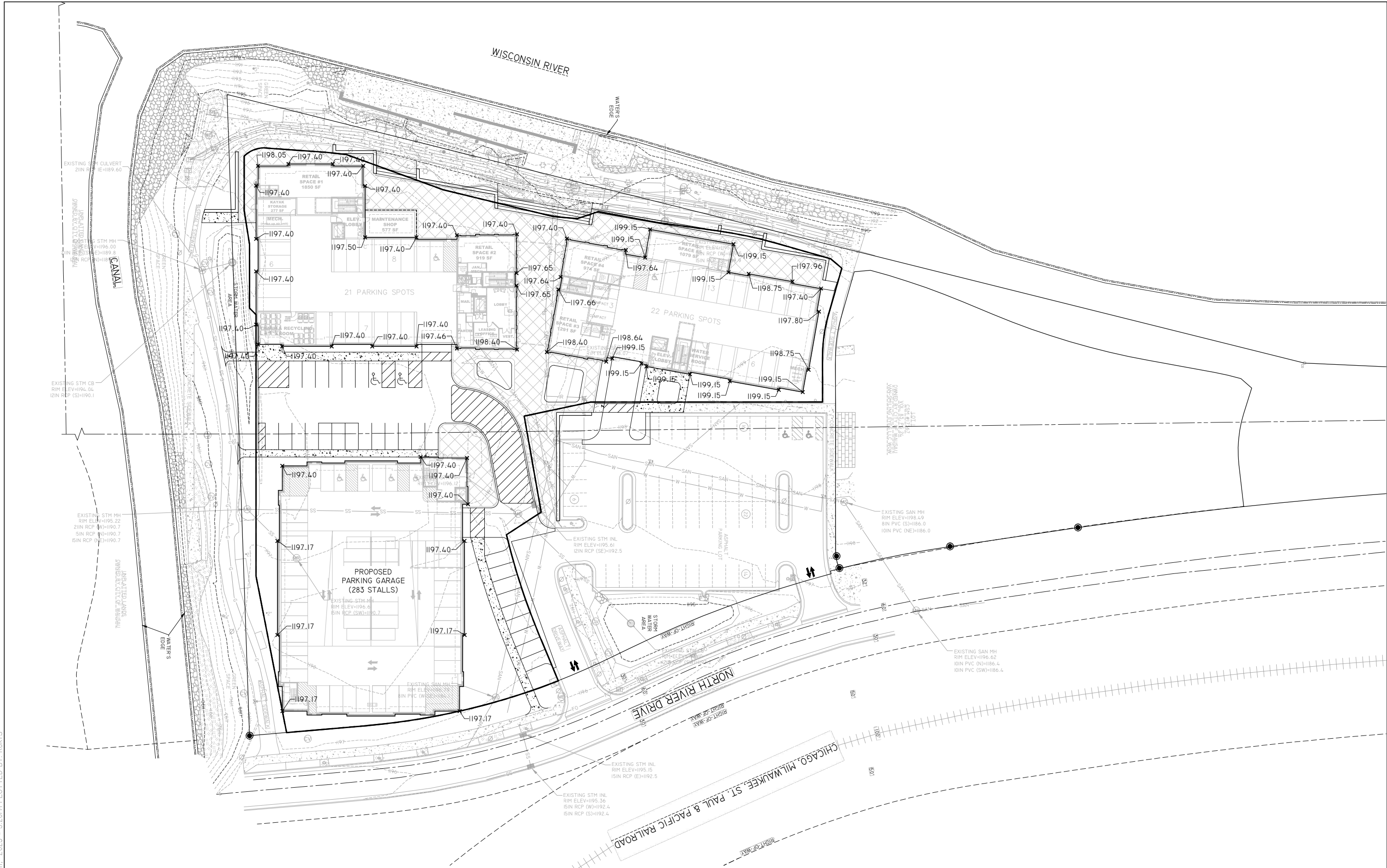
**CIVIL & ENVIRONMENTAL
ENGINEERING, SURVEYING**



DATE	REVISION	BY	CHKD	SURVEYED BY:	DESIGNED BY:	SURVEY DATE:
				SURVEY CHKD BY:	CIVIL CHKD BY:	CIVIL DATE: 09/11/23
				SURVEY APVD BY:	CIVIL APVD BY:	DRAWN BY: LAZ

GRADING EXHIBIT
SCS WAUSAU RIVERFRONT
1000 N RIVER DR.
WAUSAU, WISCONSIN 54403

REI
REI No. 10900
SHEET C200



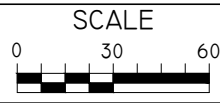
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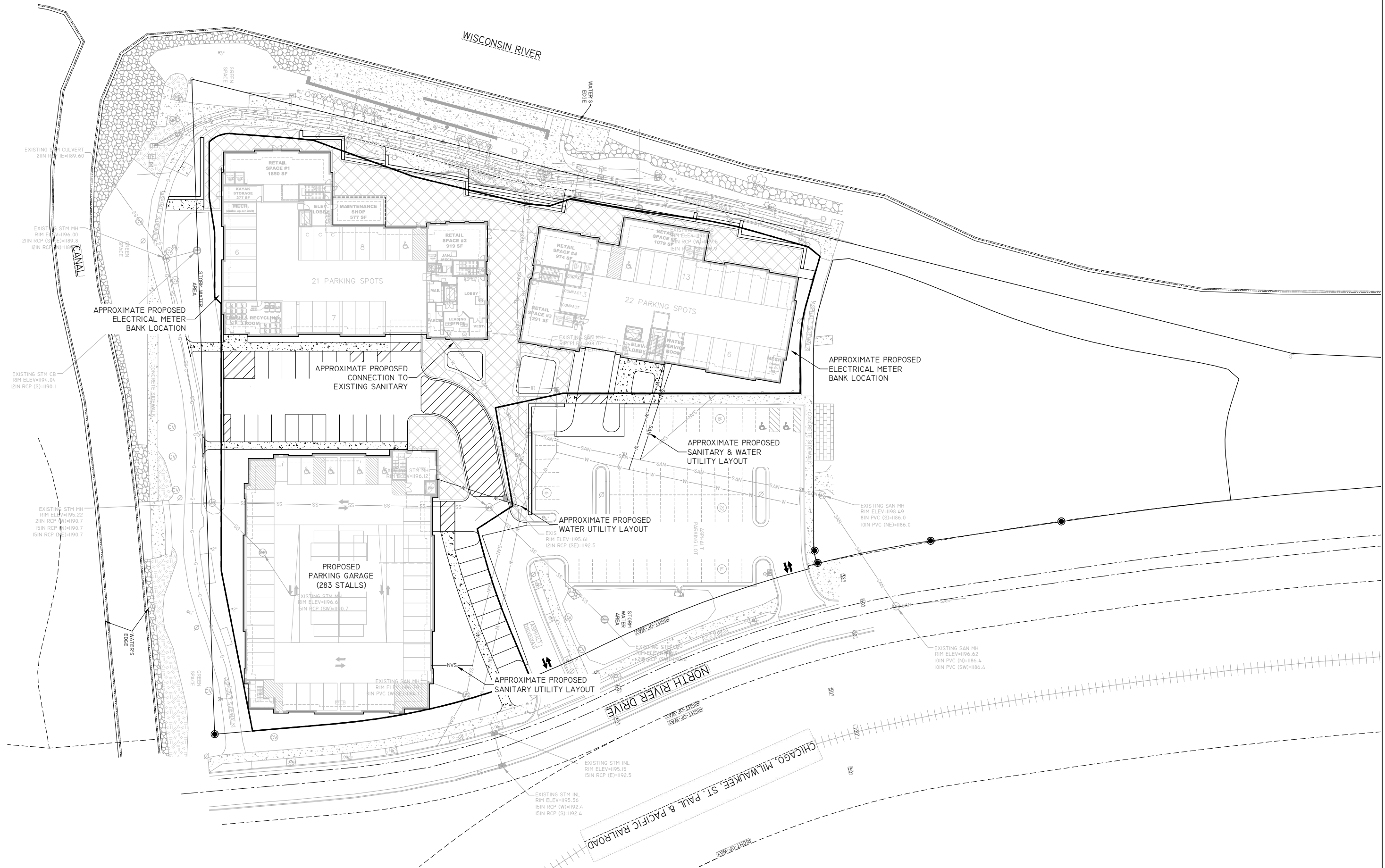
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ENGINEERING, SURVEYING**



DATE	REVISION	BY	CHKD	SURVEYED BY:	DESIGNED BY:	SURVEY DATE:
				SURVEY CHKD BY:	CIVIL CHKD BY:	CIVIL DATE: 09/11/23
				SURVEY APVD BY:	CIVIL APVD BY:	DRAWN BY: LAZ

UTILITY EXHIBIT
SCS WAUSAU RIVERFRONT
1000 N RIVER DR.
WAUSAU, WISCONSIN 54403

REI
REI No. 10900
SHEET C300





PRELIMINARY APARTMENT & PARKING STRUCTURE
SOUTH ELEVATION

9/7/2023	FP01	FP02	FP03	FP04	FP05	FP06	FP07	Total
Parking Stalls	43							43
Studios		17	17	15	15	15	0	79
Studio Suites		6	9	10	10	10	0	45
One Bedrooms		5	5	6	6	6	0	28
Two Bedrooms		4	4	4	4	4	0	20
Keystone Suites		0	0	2	2	2	0	6
Top Floor Studio Penthouses							4	4
Top Floor 1 Bed Penthouses							14	14
Top Floor 2 Bed Penthouses							4	4
Total Units		32	35	37	37	37	22	200





LEGEND	
	COLUMN CONFLICT
	EGRESS
	AMENITY
	UTILITY/STOR.
	PARKING AREA
	RETAIL
	STUDIO
	STUDIO SUITE
	1 BEDROOM
	2 BEDROOM
	KEYSTONE SUITE
	1 BED PENTHOUSE
	2 BED PENTHOUSE
	STUDIO SUITE PENTHOUSE





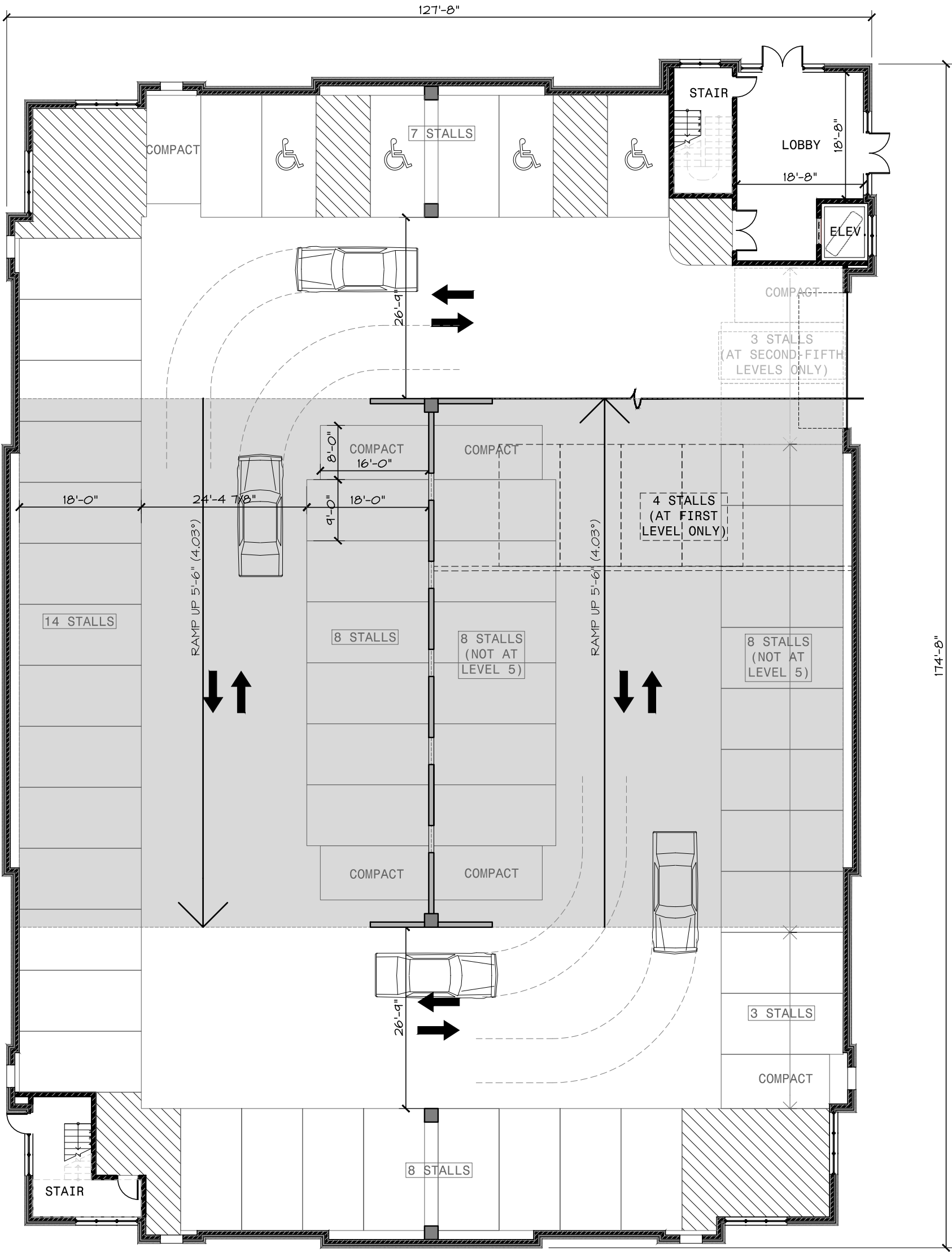
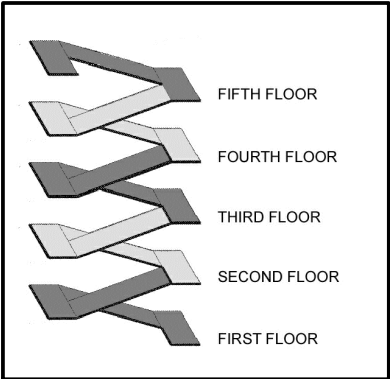


**PRELIMINARY EAST
ELEVATION**



**PRELIMINARY EAST
ELEVATION**

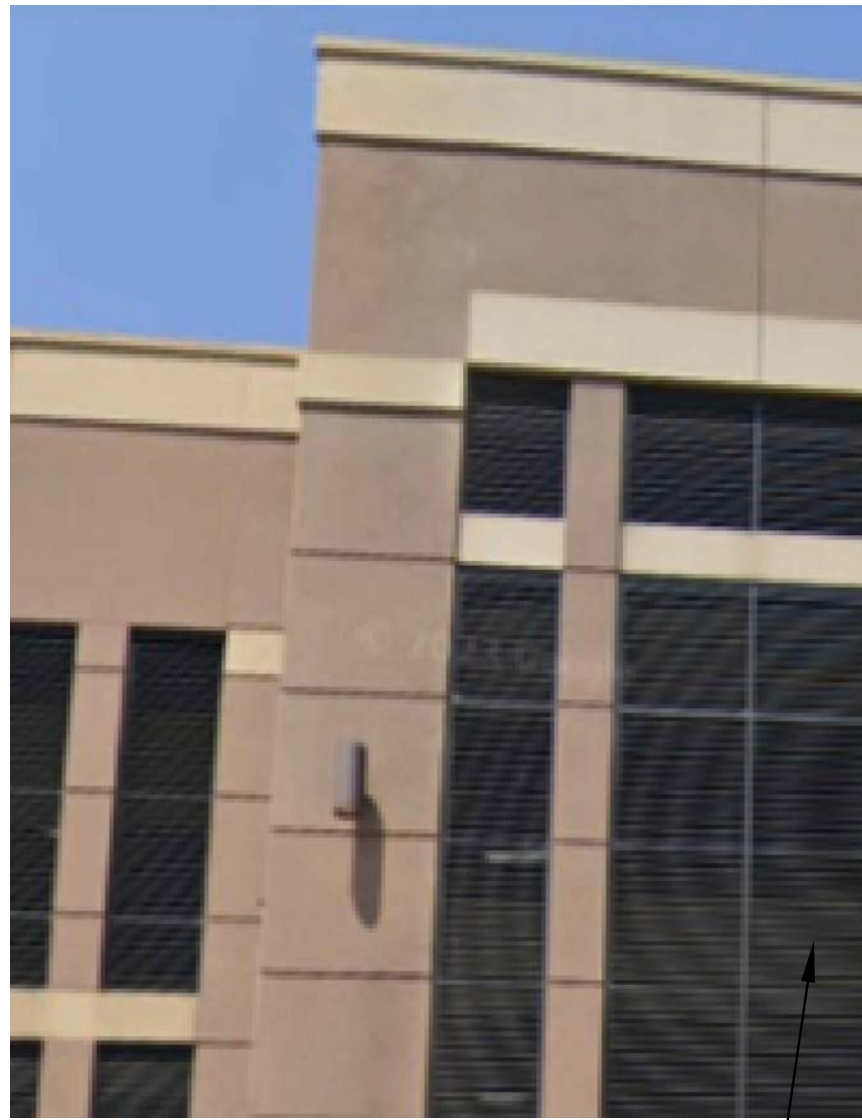
PARKING STALLS						
9/6/2023	FP01	FP02	FP03	FP04	FP05	Total
Standard	50	50	52	52	38	242
Handicap	4	3	0	0	0	7
Compact	6	6	8	8	6	34
Total	60	59	60	60	44	283



0 4' 8' 16'
SCALE: 1/16" = 1'-0"

PRELIMINARY FIRST LEVEL PLAN
1/16" = 1'-0" (SECOND, THIRD, FOURTH, FIFTH SIMILAR)





PRELIMINARY EAST ELEVATION

ROOF
160'-0"

OPEN AIR OPENINGS WITH
MESH SCREEN PANELS
(SIMILAR TO IMAGE ABOVE)

LEVEL 5.5
149'-6"

FLOOR STRUCTURE

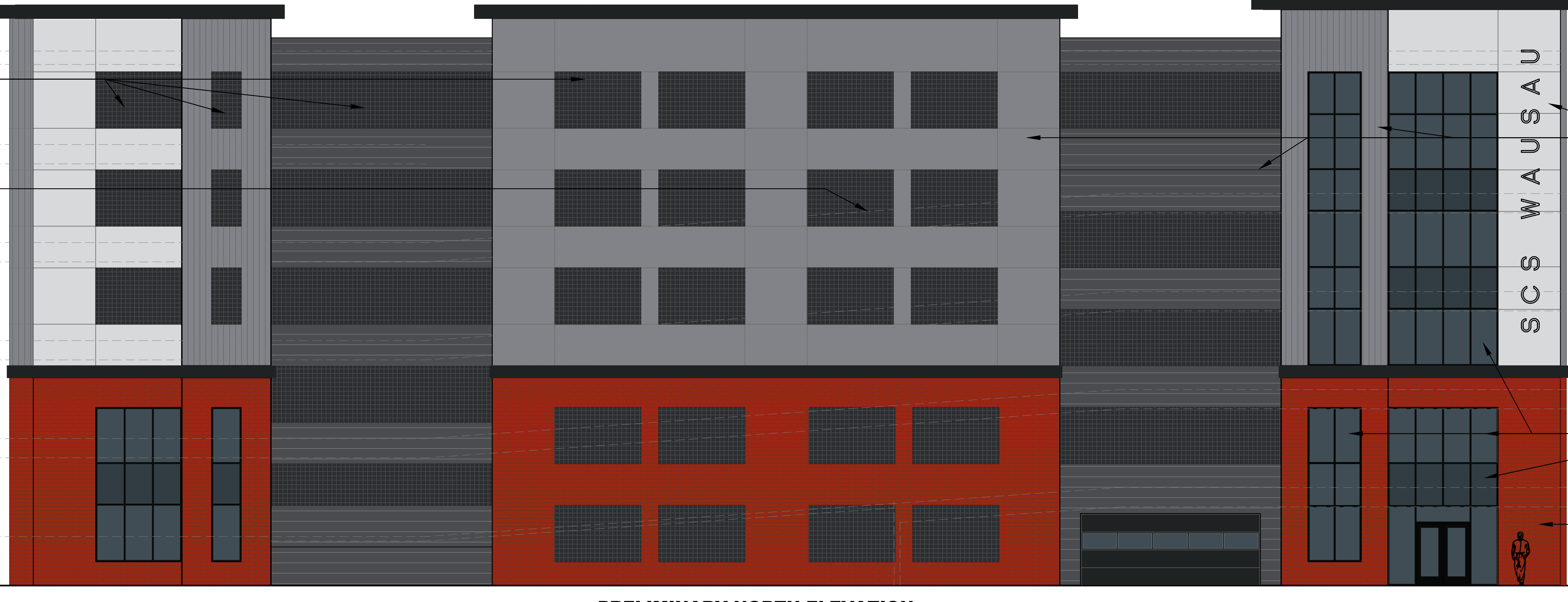
LEVEL 4.5
138'-6"

LEVEL 3.5
127'-6"

LEVEL 2.5
116'-6"

LEVEL 1.5
105'-6"

LEVEL 1
100'-0"



PRELIMINARY NORTH ELEVATION

PREFINISHED
METAL TRIM

ROOF
160'-0"

PRECAST
CONCRETE WALL
PANELS

LEVEL 5
144'-0"

LEVEL 4
133'-0"

PREFINISHED
METAL TRIM

LEVEL 3
122'-0"

GLASS

SPANDREL
GLASS

LEVEL 2
111'-0"

BRICK PRECAST
WALL PANELS

LEVEL 1
100'-0"

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

ORDINANCE OF THE PLAN COMMISSION

Rezoning 519 Stark Street from TF-10, Two Flat Residential-10 Zoning District to UMU, Urban Mixed Use Zoning District.

Committee Action: Approved 7-0

Fiscal Impact: None.

File Number: 23-0609

Date Introduced: June 13, 2023 (Referred back)

Date Re-Introduced: October 10, 2023

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

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

A WARRENS THIRD ADD LOT 12 BLK 4, MORE COMMONLY KNOWN AS
519 STARK STREET

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

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

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

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

Adopted:
Approved:
Published:
Attest:

Approved:

Katie Rosenberg, Mayor

Attest:

Kaitlyn Bernarde, City Clerk

PLAN COMMISSION

Time and Date: The Plan Commission met on Tuesday, September 19th, 2023, at 5:00 p.m. in the Common Council Chambers of Wausau City Hall.

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

Others Present: William Hebert, Brian Stahl, Tara Alfonso, Brad Lenz

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

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

Discussion and possible action on rezoning 519 Stark Street from TF-10, Two Flat Residential-10 Zoning District to UMU, Urban Mixed use Zoning District. (Vreeland). (Referred back from Common Council 6/13/2023)

William Hebert provides an update on the zoning change proposal. The Plan Commission held a public hearing on Tuesday, May 16, 2023. Plan Commission voted 5-1 approval. The City Council referred this rezone back to the Plan Commission on Tuesday, June 13, 2023, to mediate with the property owner of 519 Stark Street and the neighbors nearby to find common ground and workable solutions. We discussed vacating the alley but isn't possible. Staff had a lengthy meeting with the concerned neighbors and the owner of 519 Stark Street, but no consensus was reached. New site plans were brought by the property owner of 519 Stark Street to show where a fence can be put along the alley for the potential new portion of the parking lot. Hebert reiterates that this site plan is not approved and will need to be approved at the staff level, and it's only a reference of showing the property owner's suggestion of workable solutions.

Mayor Rosenberg has allowed a Richard LeClair, 513 Stark St, to state his comments. LeClair disapproves the rezoning on 519 Stark St. LeClair states zoning change cannot be discussed without the discussion of proposed additional parking spaces. LeClair did not like how the meeting with staff and the property owner of 519 Stark Street was handled. LeClair states he does not want the existing parking lot to exit into our alley and does not want a new parking lot to exist into the alley. LeClair also disagrees that alleys are public traffic.

Greg Zoromski, 519 Stark St, is looking to change the zoning change to allow for the parking lot, but Zoromski asks for clarification on zoning change and for building plans. Brad Lenz confirms that this discussion is for requesting the zoning change from TF-10 to UMU, but that only changes the zoning. Permit applications are still necessary and state and local requirements must be met for a permit to even be issued.

Mayor Rosenberg asks Zoromski if there is any possible way to manage the traffic in the alley and ensure that he is doing the best you can. Zoromski is not sure if he can lessen deliveries but states he'll try through signage, working with delivery people, and working with Vreeland in drawing a design flow plan that can discourage traffic in the alley.

Brueggeman asks if the city can do anything else to mitigate commercial traffic in the alley. Lindman states signage would be the best mitigation. It is also possible to have ordinances, but then that comes down to enforcement. Lindman states once they know what can be developed, then his engineering team can go ahead to look and make plans to mitigate traffic in the alley.

Zoromski also concurs that they want to help and have a positive outcome.

Motion by Brueggeman and seconded by Bohlken.

Motion approved unanimously 7-0 and will go to Common Council on October 10th, 2023



Memorandum

From: William Hebert, Zoning Administrator
To: Plan Commission/Council
Date: September 12, 2023
Subject: 519 Stark St Zone Change – Referred back to Plan Commission

The common council referred the zone change at 519 Stark Street back to Plan Commission on June 13, 2023. The goal was to communicate with the property owner and the neighboring property to find common ground and workable compromise between the neighborhood and the needs of the business.

In July consideration was given to vacating part of the alley. This was objected to by the neighborhood since the garages off the alley need to be able to go in two directions.

Staff then asked that Peterson-Kraemer representatives reach out directly to the Le Clair's to find a workable solution related to the proposed use of the property.

A modified plan was provided to staff in August and later shared with Le Clair. The updated parking lot plan is now showing a fence bordering the alley where the new parking lot is proposed. Final landscaping, stormwater and lighting plans would need to be submitted and reviewed by staff.

Multiple city staff, Peterson-Kraemer representatives and the Le Clair's met onsite at the beginning of September to discuss the new parking lot plan. No consensus was reached.

Please refer back to the original staff report to find standards to consider the zone change. The updated parking lot plan and property use is included for reference and is not part of the considerations for rezoning the property.



LEGEND



PROPOSED CATCH BASIN
SEE DETAIL ON C7



4" CONCRETE W/8" BASE
COURSE
SEE DETAIL ON C7



3" ASPHALT W/8" BASE
COURSE

REMOVE & REPLACE W/IN
PLACE ASPHALT INCLUDING
PARKING LOT IN FRONT OF THE
FUNERAL HOME



FUTURE LANDSCAPING AREA



12' PUBLIC ALLEYWAY



NUMBER OF PARKING STALLS

TOTAL	
LOT AREA	28,680 sqft.
BUILDING AREA	2,532 sqft.
PAVED AREA	19,933 sqft.
TOTAL IMPERVIOUS AREA	22,465 sqft. (78%)
GREEN SPACE	6,215 sqft. (22%)
EXISTING PARKING STALL #	58
PROPOSED PARKING STALL #	73

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STAMP/SIGNATURE:

REVISIONS

BY	DATE	DESCRIPTION

TITLE PAGE:

PROPOSED SITE PLAN

PROJECT:

PETERSON/KRAEMER PARKING LOT EXPANSION

LOCATION:

CITY OF WAUSAU
MARATHON COUNTY, WISCONSIN



VREELAND ASSOCIATES LAND
SURVEYORS & ENGINEERS

6103 DAWN STREET WESTON, WI. 54476

PHONE NO.: (715) 241-0947

EMAIL: dustin@vreelandassociates.us

WEBSITE: www.vreelandlandsurveying.com

COPYRIGHT © 2023 BY VREELAND ENTERPRISES, INC. ALL RIGHTS RESERVED. DUPLICATION BY WRITTEN PERMISSION ONLY.

PREPARED FOR:

PETERSON/KRAEMER LLP

PLAN DATE:

SEPTEMBER 26, 2023

DESIGNER: DUSTIN VREELAND

SURVEYED BY: CB & TV

FILE NO.: 22-0457 ENGINEERING

DATE: FEBRUARY 21, 2023

SCALE:

1" = 40'

SHEET

C4

UPDATED PLAN 08/26/23

STARK STREET

BEARINGS REFERENCED TO THE
WISCONSIN COUNTY COORDINATE SYSTEM
(MARATHON) NAD83 (2011)

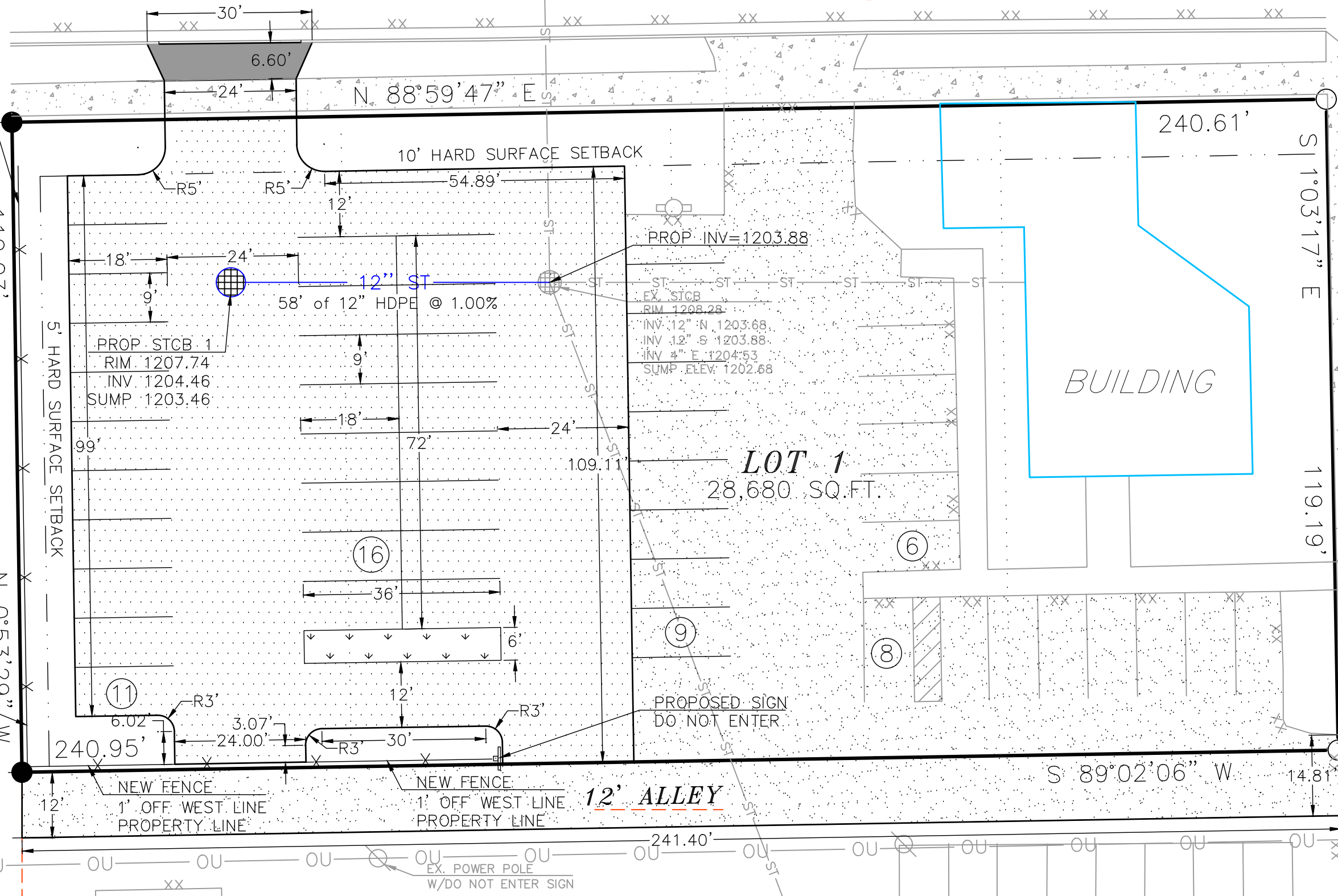
N 6TH STREET

NEW FENCE
1' OFF WEST LINE
PROPERTY LINE
N 88°59'47" E
60.07'

- LEGEND
- PROPOSED CATCH BASIN
SEE DETAIL ON C7
 - 4" CONCRETE W/8" BASE
COURSE
SEE DETAIL ON C7
 - 3" ASPHALT W/8" BASE
COURSE
 - REMOVE & REPLACE W/IN
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 - FUTURE LANDSCAPING AREA
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EXISTING PARKING STALL #	58
PROPOSED PARKING STALL #	75

NEW FENCE
1' OFF WEST LINE
PROPERTY LINE
N 89°02'06" E
60.04'



STAMP/SIGNATURE:	REVISIONS		TITLE PAGE: PROPOSED SITE PLAN		VREELAND ASSOCIATES LAND SURVEYORS & ENGINEERS 6103 DAWN STREET WESTON, WI. 54476 PHONE NO.: (715) 241-0947 EMAIL: dustin@vreelandassociates.us WEBSITE: www.vreelandlandsurveying.com COPYRIGHT © 2023 BY VREELAND ENTERPRISES, INC. ALL RIGHTS RESERVED. DUPLICATION BY WRITTEN PERMISSION ONLY.	PREPARED FOR: PETERSON/KRAEMER LLP	DESIGNER: DUSTIN VREELAND SURVEYED BY: CB & TV FILE NO.: 22-0457 ENGINEERING DATE: FEBRUARY 21, 2023 SCALE: 1" = 20'
	BY	DATE					

September 19, 2023
Plan Commission testimony
Rezoning 519 Stark Street

This is a challenge to the action taken by the Plan Commission on May 16 to rezone 519 Stark street from Residential to Commercial

Good evening. We are Richard and Elizabeth LeClair. We live at 513 Stark Street, immediately adjacent to 519 Stark St. - the lot the Peterson/Kraemer funeral home seeks to rezone from residential to commercial.

We intend to recommend a viable alternative to the parking lot proposal being presented by Peterson/Kraemer.

But we would like to first revisit actions taken during the May 16, 2023 Plan Commission meeting. After we testified in opposition to the rezoning plan, Mayor Rosenberg closed the public hearing and opened discussion among members of the Plan Commission.

Several Commission members asked questions about the proposed parking lot, the alley that lies between the parking lot and the funeral home, and the impact of the parking lot on the residents. Because none of the homes have driveways to the streets, the alley is their only access to their homes. These questions demonstrated that Commission members were seriously concerned about the residents' safety and well being. Before any discussion among the Commission members could begin, Brad Lenz interrupted and said - and I quote from minutes of the May 16 meeting - **"This item is for rezoning. Staff will look at the parking lot standards when a permit is applied for."**

I was stunned. We all know the zoning change is linked to the proposed commercial use of the property - in this case, a parking lot. We cannot talk about the zoning change without discussing the parking lot and its impact on the residents. I was waiting for the Parliamentarian to object and recommend the Commission be allowed to continue discussion. But, alas, the Commission **does not have a parliamentarian.**

Before any members of the Commission could present arguments for or against the zoning change, Mr. Brueggeman made a motion to rezone 519 Stark Street and the motion carried 5-1. The commission members **should be asked** if they are **ready** to close debate.

Beth and I both have career-long experience chairing and participating in professional meetings where parliamentary procedure was used. We believe the action taken on May 16 is invalid and suggest you consult with the City Attorney.

In the meantime, you now could make and consider a motion to **reconsider** the action taken on May 16. Any member of the Commission can make such a motion to reconsider. If it passes by a simple majority, you can discuss the issue until every member is satisfied. The Mayor should facilitate the debate and call the question when she is satisfied that all members have had opportunity to express their opinions and have had their questions answered.

The city council gave you that opportunity when they voted to send the issue back to you. Feel free to have an open and productive debate.

New Developments

Beth and I had visitors on Wednesday, September 6. William Hebert offered to bring several city employees to 519 Stark Street to meet with us and Gregory Zoromski to discuss the proposed parking lot.

The attendees included:

Eric Lindman

William Hebert

Brad Lenz

Allen Wesolowski

Dustin Vreeland

Greg Zoromski

Doug Diny - City Council

Elizabeth LeClair

Richard LeClair

The discussion was wide ranging. For brevity, I will reference only three of the topics discussed.

1. Parking Lot Plan 3

Plan 3 merges the existing Filling Station parking lot with the proposed new parking lot so the parking lot exit to the alley could be a little further away from our house. **We do not want the EXISTING parking lots to exit into our alley and we do not want a new parking lot to exit into our alley.** We do not want big trucks using any part of the alley.

2. Alleys

Mr. Lindman said that all alleys are equivalent to streets and are open to all public traffic. I disagreed. I asked Mr. Lindman if he knew why some parts of the city have alleys and others do not. He suggested that was just the way people wanted to do things back then.

I explained to him that we can find, on the Wausau City Website, the year places in the city were platted and the year each house was built. Our city block was platted in 1900. Most of the houses on the block were built in 1900. It appears there was a rush to build houses at that time. Why? Wausau was a booming industrial town with sawmills, Curtis Millwork, etc. Henry Ford did not build his automobile assembly line until 1914, and soon after, it was converted to building vehicles for World War I. The trolley line was not yet built and if cars didn't exist, neither did busses. It didn't matter if you worked at a bank or a sawmill - you walked to work and work was downtown.

Lots were platted only sixty feet wide. There was no need for driveways. Alleys were platted down the middle of the block, where homeowners could build a shed for a horse and buggy, as far away from the house as possible, to keep the smell away.

The photo below is of a carriage house/stable for a horse and buggy. It is at 509 Stark Street, next door to us. You can see our cars parked behind it in our driveway. It was built for Carl and Martha Hoefs. Their daughter, Ruth Hoefs, was our neighbor until she died in 2009. Even though someone covered it with vinyl siding, you can easily see the double swinging doors for the buggy, the narrow door for the horse, and the small high window for light, ventilation and delivering food. The high ceiling provided additional space for food. There is a normal glass window on the north (left) side of the carriage house. The interior has a four foot high wall separating the horse from the buggy. This may be the last such structure in the city. I show it to you because it clearly demonstrates the city planners did not intend our 12 foot wide alleys to be used by big rig trucks.





Sept. 1, 2023



Sept. 1, 2023



Sept. 1, 2023



Sept. 1, 2023

3. A Better Way

We led the group between the funeral home and the six car garage, to the vacant space behind the garage. Beth and I stood quietly and our guests, for the first time since they arrived, stood silently behind us - looking at the space that could become a driveway for large trucks to access the funeral home utility door without getting near our alley or the overhead power lines.

The alley is twelve feet wide. The space between the funeral home and garage provides sixteen feet passage clear of the garage roof overhang and the funeral home heating and cooling equipment.

We suggested on page eight of our May 16 testimony, and we continue to believe, that this is still the best access for delivery vehicles.

The funeral home delivery/utility door is a few feet to the left (east) of the corner of the building.





STAFF REPORT

To: Plan Commission
Prepared By: Andrew Lynch, AICP Assistant City Planner
Date: May 05, 2023

REQUESTED ACTION:

Zoning Map Amendment

519 Stark Street from TF-10 to UMU

LOCATION:	519 Stark Street
APPLICANT:	Peterson/Kraemer Funeral Home
EXISTING ZONING:	Two Flat-10 (TF-10) This district intended to create, preserve, and enhance areas for single family detached and two flat dwellings at an approximate density of ten dwelling units per acre.
EXISTING LAND USE:	Empty lot.
SIZE OF PARCEL:	0.17 acres
REQUESTED ZONING:	Urban Mixed Use (UMU) This district is intended to permit areas, generally on established commercial corridors, that are or are planning to become mixed use in character and establish standards that are compatible with the existing mix of land uses and redevelopment objectives.
PURPOSE:	Construction of a parking lot.
COMPREHENSIVE PLAN:	This area is mapped as Suburban Commercial and Industrial.
OTHER PLANS:	n/a

BACKGROUND INFORMATION:

Peterson/Kraemer Funeral Home purchased this lot in 2022 and demolished the existing house that same year. Their intent is to construct a parking lot for use by the funeral home and restaurant on the same block. A CSM has been submitted to join this lot with 1314 N 6th Street. There is a public alley running east-west through the block that is one way going east. The existing and future parking lot has been redesigned to improve flow and reduce the number of street access points. The three lots will serve as a joint parking facility for both uses and contain 79 parking spaces.

AMENDMENTS TO ZONING MAP

Section 23.10.31(4)(b) of the Zoning Code outlines criteria for zoning map amendments that staff and the Plan Commission are to review and make recommendation to the Common Council.

Under this section, a proposed amendment is to be evaluated as to whether it:

1. Advances the purposes of this Chapter as outlined in Section 23.01.03 and the applicable rules of Wisconsin Department of Administration and the Federal Emergency Management Agency
2. Is in harmony with the Comprehensive Plan
3. Maintains the desired overall consistency of land uses, land use intensities, and land use impacts within the pertinent zoning districts.
4. Addresses any of the following factors that are not properly addressed on the current Official Zoning Map:
 - a. The designations of the Official Zoning Map are not in conformance with the Comprehensive Plan.
 - b. A mapping mistake was made, including the omission on the Official Zoning Map of an approved zoning map amendment.
 - c. Factors have changed (such as new data, infrastructure, market conditions, development, annexation, or other zoning changes), making the subject property more appropriate for a different zoning district.
 - d. Growth patterns or rates have changed, creating the need for an amendment to the Official Zoning Map.

ADVANCES THE PURPOSES OF THIS CHAPTER (#1)

This action advances the purpose and intent of the zoning ordinance and applicable rules of Wisconsin DOA and FEMA.

COMPLIANCE WITH COMPREHENSIVE PLAN (#2)

Yes. The requested zoning complies with the current and future land use of Suburban Commercial and Industrial as mapped in the Comprehensive Plan.

COMPATIBILITY WITH EXISTING NEIGHBORHOOD CHARACTER (#3)

Yes. The western half of the block is residential. The eastern half has the Peterson Funeral Home, the Sixth Street Filling Station restaurant, and shared parking lots. .

ADDITIONAL FACTORS (#4 c & d)

Allows Peterson/Kraemer Funeral Home to provide off-street parking. Lot will be combined with 1314 N 6th Street, the parcel adjoining to the east. See attached parking analysis.

STAFF RECOMMENDATION

Staff finds the application meets the requirements for rezoning.

COMMITTEE ACTION

Plan Commission may approve or deny. The request will then proceed to City Council for final consideration.

Attachments: parking analysis, application, zoning map, site plan

Parking Analysis

Municipal Code 23.06.06

(18) *Joint off-site parking facilities.*

- (a) Parking facilities which have been approved by the Zoning Administrator, to provide required parking for one or more uses shall provide a **total number of parking spaces which shall not be less than the sum total of the separate parking needs** for each use during any peak hour parking period when said joint parking facility is utilized at the same time by said uses.
- (b) Joint use parking facility. Up to a 15 percent reduction in the number of required parking spaces for four or more separate uses, ten percent for three separate uses, and five percent for two separate uses may be authorized by the Zoning Administrator, following approval of a plan which provides for a collective parking facility.

1302 N 6 th St (Funeral Home)	1314 N 6 th St (Restaurant)
Estimated capacity of 196 persons 1 parking spot per 5 persons = 40 Office space sqft = 13 parking spots Total parking = 53 Maximum (150%) = 80	Estimated capacity of 70 persons 1 parking spot per 5 persons = 14 Maximum (150%) = 21

Total parking needs between the two facilities = 67

Current parking. Funeral Home = 23. Restaurant = 35. Total = 58

Future parking with 519 Stark. Funeral Home = 23. Restaurant = 56. Total = 79

The current and future designs of the parking lots would fulfill the requirements of a joint off-site parking facility.

CITY OF WAUSAU
APPLICATION FOR ZONING MAP AMENDMENT

If you are requesting a zoning map amendment, please provide the following information. Note that a different application is required if you are requesting a conditional use and additional information is required if you are requesting Planned Unit Development District zoning. Should you have any questions about this form or the City's rezoning process, please call 715-261-6780 (Zoning) or 715-261-6760 (Planning).

1. Primary petitioner's Name (PRINT): Greg Zoromski

Primary petitioner's Address (PRINT): 1302 N 6th Street Wausau, WI 54403

Primary petitioner's Telephone Number (with Area Code): 715-581-8866

Primary petitioner's representative to contact in case of questions about this petition:

Dustin Vreeland

(Name - PRINT)

6103 Dawn Street Weston, WI 54476

(Address - PRINT)

715-241-0947

(Telephone No. with Area Code)

dustin@vreelandassociates.us

Email Address

Names of additional petitioners, if any:

(PRINTED Name)

(PRINTED Name)

(PRINTED Address)

(PRINTED Address)

(Telephone No. / Email Address)

(Telephone No. / Email Address)

2. Name, Address, and Telephone Number of EACH additional property owner within the area proposed to be rezoned. If the primary petitioner owns all of the property proposed to be rezoned, merely indicate "NONE." (Add an additional page, if necessary)

Name (PRINT): NONE

Address (PRINT): _____

Phone No.: _____ Email Address: _____

Name (PRINT): _____

Address (PRINT): _____

Phone No.: _____ Email Address: _____

3. **ADDRESS(ES)** of property to be rezoned: 519 Stark Street Wausau, WI 54403

(Please attach a legal description for all the area(s) proposed to be rezoned. This may be available from the City Assessment Department or City Engineering Department.)

4. A. **Existing** zoning district classification(s) of the land included within the petition: TF-10

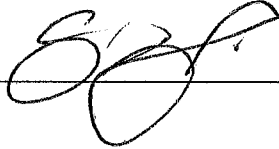
B. **Proposed** zoning district classification(s) of the land included within the petition: UMU

C. Existing land uses on land included within the petition: Vacant Land

D. Proposed land use(s) following rezoning: Parking lot

5. Please provide a brief narrative justifying the rezoning of this property. (Attach an additional sheet if necessary): **See attached proposed site plan for the project. We are proposing to expand the parking lot for the funeral home. With the alley being a one way the traffic needs to flow from Stark Street through the funeral home.**
6. Please attach a map of the area showing the parcels proposed to be rezoned, adjacent streets, existing zoning on the parcels, and other information you feel might be helpful in evaluating your proposal.

Signature of Petitioner: _____



Date: _____

3/23/2023

IF ADDITIONAL PAGES ARE NEEDED, PLEASE ATTACH HERETO

Please return this completed form with the information indicated above and the publication fee of **\$400** to the City Planning Office (or the Department of Inspections) located in Wausau City Hall, 407 Grant Street, Wausau WI 54403.
Checks should be made payable to "City of Wausau".

Please note: ⇒ The fee for a requested **special Plan Commission meeting** is **\$550**.
⇒ All fees are subject to increase each year on January 1.

Should you have any questions regarding this form or the City's rezoning process, please phone 715-261-6780 (Zoning) or 715-261-6760 (Planning).

For City Use Only

Date received at City Hall: _____

Received by: _____

Amount submitted with application: \$ _____ Check Number: _____

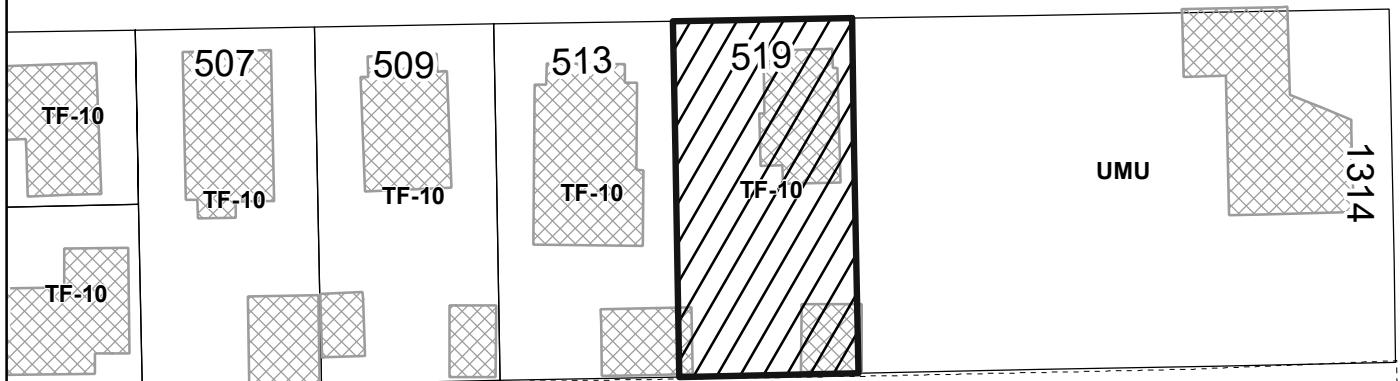
Month requested for public hearing: _____

Requested Common Council meeting date for final approval: _____

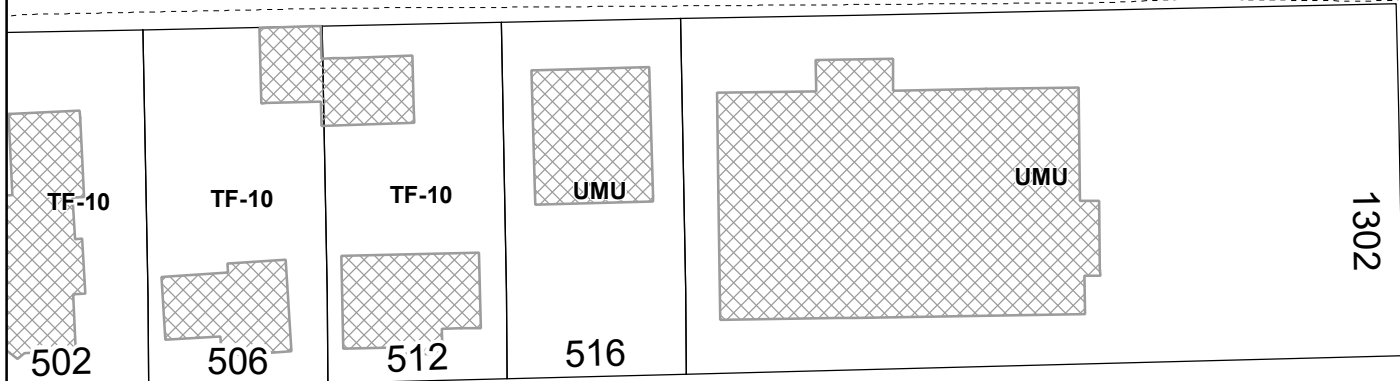
Notes: _____

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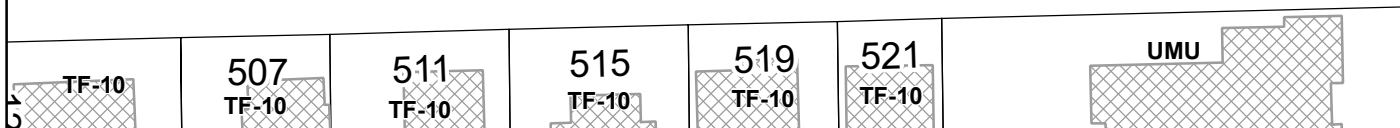
STARK ST



STARK ST

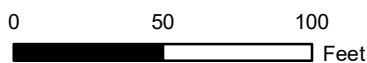


STEBEN ST

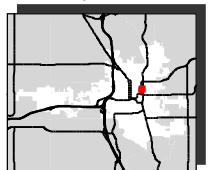


City of Wausau

Marathon County Wisconsin



Map Location



Map Date: April 27, 2023

BEARINGS REFERENCED TO THE
WISCONSIN COUNTY COORDINATE SYSTEM
(MARATHON) NAD83 (2011)

N 6TH STREET

STARK STREET

S 1°03'17" E

119.19'

BUILDING

LOT 1
28,680 SQ.FT.

12' ALLEY

APRIL 19TH, 2023

DESIGNER: DUSTIN VREELAND
SURVEYED BY: CB & TV
FILE NO.: 22-0457 ENGINEERING
DATE: FEBRUARY 21, 2023
SCALE:
1" = 20'
SHEET
C4

PREPARED FOR:
PETERSON/KRAEMER LLP

PLAN DATE:

VREELAND ASSOCIATES LAND
SURVEYORS & ENGINEERS
6103 DAWN STREET WESTON, WI. 54476
PHONE NO.: (715) 241-0947
EMAIL: dustin@vreelandassociates.us
WEBSITE: www.vreelandlandsurveying.com
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TITLE PAGE:
PROPOSED SITE PLAN
PROJECT: PETERSON/KRAEMER PARKING LOT EXPANSION
LOCATION: CITY OF WAUSAU
MARATHON COUNTY, WISCONSIN

REVISIONS		
BY	DATE	DESCRIPTION

STAMP/SIGNATURE:

	TOTAL
LOT AREA	28,680 sqft.
BUILDING AREA	2,532 sqft.
PAVED AREA	20,149 sqft.
TOTAL IMPERVIOUS AREA	22,681 sqft. (79%)
GREEN SPACE	5,999 sqft. (21%)
EXISTING PARKING STALL #	58
PROPOSED PARKING STALL #	79

NEW FENCE
1' OFF WEST LINE
PROPERTY LINE
N 88°59'47" E
60.07'

LEGEND

- PROPOSED CATCH BASIN
SEE DETAIL ON C7
- 4" CONCRETE W/8" BASE COURSE
SEE DETAIL ON C7
- 3" ASPHALT W/8" BASE COURSE
- REMOVE & REPLACE W/IN
PLACE ASPHALT INCLUDING PARKING
LOT IN FRONT OF THE FUNERAL
HOME
- (11) NUMBER OF PARKING STALLS

NEW FENCE
1' OFF WEST LINE
PROPERTY LINE
N 89°02'06" E
60.04'

119.03'

N 0°53'29" W

5' HARD SURFACE SETBACK

10' HARD SURFACE SETBACK

PROP. STCB 1
RIM 1207.74
INV 1204.46
SUMP 1203.46

PROP. INV=1203.88
EX. STCB
RIM 1208.28
INV 12" N 1203.68
INV 12" S 1203.88
INV 4" E 1204.53
SUMP ELEV 1202.68

58' of 12" HDPE @ 1.00%

LOT 1

28,680 SQ.FT.

240.95'

S 89°02'06" W

14.81'

241.40'

EX. POWER POLE
W/DO NOT ENTER SIGN

Richard and Elizabeth LeClair
513 Stark St
Wausau, WI 54403
715 842-3452
dleclair@dwave.net

May 10, 2023

To: Mayor Katie Rosenberg
The Wausau City Plan Commission
The Wausau City Council
Brad Lenz, City Planner
William Hebert, Zoning Administrator
Kaitlyn Bernarde, City Clerk

The enclosed materials are being submitted by us as testimony before the Wausau Plan Commission at **5:00 p.m. on Tuesday, May 16, 2023** and the Wausau Common Council at **6:30 p.m. on Tuesday, June 13, 2023** concerning the proposed zoning change of:

A WARRENS THIRD ADD LOT 12 BLK 4, MORE COMMONLY KNOWN AS
519 STARK STREET

from TF-10, Two Flat Residential-10 to UMU, Urban Mixed Use.

Our home is immediately adjacent to 519 Stark Street. We oppose the proposed zoning change because Greg Zoromski, the new owner of the property, intends to convert it from the site of a 120 year old classic home to a commercial parking lot that will exit into our city owned alley that services our residential city block.

The attachments and enclosures with this letter are intended to be our written testimony for submission to the Plan Commission and Common Council. We hope these can be available for the members in advance for study at their convenience.

Sincerely,

Richard and Elizabeth LeClair

Handwritten signatures of Richard and Elizabeth LeClair. The signature on the left is 'Richard LeClair' and the signature on the right is 'Elizabeth LeClair'.

The following pages are being submitted as written testimony to be presented before the Wausau Plan Commission at 5:00 p.m. Tuesday, May 16, 2023 and the Wausau Common Council at 6:30 p.m. on Tuesday, June 13, 2023 concerning the proposed zoning change of:

**A WARRENS THIRD ADD LOT 12 BLK 4, MORE
COMMONLY KNOWN AS 519 STARK STREET**

from TF-10, Two Flat Residential-10 to UMU, Urban mixed Use.

The use of our city owned alley by Peterson/Kraemer Funeral Home and The Filling Station Restaurant creates a significant hazard to the residents of our alley. The proposed zoning change and the construction of another parking lot intended to bring commercial truck traffic into our alley will significantly increase the hazard to our families.

We intend to describe the existing and proposed hazards that create a liability for the city. We also have suggestions that the city can mandate the owner of the funeral home to implement that will eliminate the hazards and make the construction of another parking lot unnecessary.

Richard LeClair
Elizabeth LeClair

513 Stark Street
Wausau, WI 54403



The Development of a Liability

Peterson/Kraemer Funeral Home and Our Alley

When Greg Zoromski purchased Peterson/Kraemer funeral home, it occupied one lot on the corner of sixth and Steuben Streets. He then purchased and razed three homes on Steuben Street where he built the facility that exists there today. The original building was removed and he requested a permit to convert the now vacant lot on the corner to a parking lot. He was denied the parking lot permit because there was no available storm sewer to receive the storm water runoff. He convinced the city to pave the alley and let the alley carry the storm water to Fifth Street. We protested because we feared funeral home traffic would create a hazard by using our alley if it was paved. Our protests were ignored, the alley was paved, we had to pay for it, but no one told the contractor the base needed to be graded lower than the yards to the sides to carry stormwater. The pavement carried the water to our yards.

We were right about the traffic. People who wanted to travel north from the parking lot exited to Sixth Street, and many of the people who wanted to travel to the south exited by way of our alley.

His next endeavor was to build a six car garage for his fleet of vehicles that serve the five funeral homes he owns. He purchased and razed another home at 516 Steuben Street. The photo on page 1 clearly shows that the zoning commission permitted him to have his vehicles exit the six car garage to the alley rather than to Steuben Street.

Also, notice there are no entrances to the funeral home from Steuben Street. There is a guest entrance from the east parking lot, four entrances for employees on the north side and one overhead utility door on the west end of the north side of the building. Its location is where the white patch of concrete stands out within the asphalt. All deliveries of flowers, caskets, embalming materials, the deceased, etc. come to this utility door by way of our alley. Vehicles making these deliveries range from minivans transporting the deceased, to semi-tractor trailers.

Mr. Zoromski's next venture was to purchase the abandoned gas station on the corner of Stark and Sixth Streets. It didn't survive the automobile revolution because it only had room for one gas pump. No one wanted to tear it down because of the fear the ground underneath is contaminated. Mr. Zoromski converted it to a restaurant, and razed two more homes for more parking.

The five diagonal lines you see across the alley are the shadows of electric power poles that are positioned on public land - in this case the south side of the 12 foot wide alley. Drivers on the ground do not know they are crossing an alley when they race across the parking lots to a vacant parking space. Some actually park on the alley. This kind of driver behavior is why Mr. Zoromski wants to expand his parking lots. Vendors do not want to run this gauntlet to get to the utility door on the far end of the building.

The address to be rezoned is 519 Stark Street. You can find it clearly marked on the Google photo on page one of this document. Notice that 519 Stark Street is directly opposite the alley from the afore mentioned utility door. If you look at the **PROPOSED SITE PLAN** provided by Vreeland Associates, you will see that the intent is for vehicles to enter the proposed parking lot from Stark St, exit the parking lot into our alley **directly in front of the utility door**, travel east within the alley, and reenter the parking lot in order to exit back onto Stark Street. Why would someone in a hurry make a complete circle to exit the lot when they could turn west and exit directly to Fifth Street through an empty alley? But the alley is not empty. Four homes on our alley have small children and a fifth family is expecting a baby. Children going to and from Franklin School pass the uncontrolled intersection of the alley and Fifth Street. Some children cross the alley mid block between our homes. And these same children return to the Franklin School playground evenings, weekends and all summer.

I hope you have deduced that we the residents of this block do not want non-local traffic on our alley. Why would Mr. Zoromski want all the traffic entering this proposed new parking lot to pass through the alley directly in front of the utility door? The obvious answer is to appease his vendors who do not like the existing parking lot traffic either. They could use this controlled parking lot to get to the utility door safely. Once they have completed their delivery, they frequently conclude the quickest way to leave the area is to go west through our alley to Fifth Street.

I have been referring to the alley as "our alley." In fact, it is not. The alley is owned and controlled by the city. Older parts of the city have alleys because affordable cars did not exist when these neighborhoods were developed. The people who wanted their own transportation built a carriage house and stable for their horse and buggy as far away from the house as possible - at the alley. The alley was used to get to the streets. The alley was adequate for a horse and buggy, but not for automobiles driven by people unfamiliar with the area.

If the city permits non resident automobile drivers to use the alleys, the city is taking a great risk if a child is killed by one of these ignorant drivers. The funeral home is not liable because they do not own or control the alley. The driver is liable, but may not have resources. The city is liable if they did not do everything possible to prevent the accident. The **Do Not Enter** sign has failed to prevent parking lot users from entering the alley. How can the city prevent accidents?

1. Deny the request for a zoning change.
2. Require Peterson/Kraemer to install portable parking lot curbs along both sides of the alley from Sixth Street to the furthest reaches of the parking lots. These should be set back enough to prevent car bumpers from extending into the alley. They should also prevent cars from entering the alley from the parking lots.
3. Require Peterson/Kraemer to install an overhead garage door on the southwest corner of the funeral home. This door will be accessible to vendors from Steuben street. You can find, in this document, a photo of the southwest corner that shows the wall is already prepped for such a door.
4. Require Peterson/Kraemer to put overhead garage doors on the south side of the six car garage at 516 Steuben Street and construct a driveway to Steuben Street.

We suggest the city get a legal opinion from the city attorney. We would like to receive a copy of such.

Does Peterson/Kraemer need additional Parking?

Peterson/Kraemer already has two parking lots adjacent to the funeral home - one in front of the funeral home and south of the alley and the other north of the alley and adjacent to the Filling Station Restaurant. Together the two parking lots accommodate 58 cars. The Filling Station patrons use the parking lot, but the Filling Station is only open for breakfast and lunch.

The five hundred blocks of Steuben Street to the south and Stark Street to the north are used very little for other on-street parking. Large events at the funeral home will first cause visitors to park on Steuben Street and later on Stark Street. We live on Stark Street and rarely see funeral home visitors park on our block of Stark Street.

Using the length of on street parking spaces in front of city hall as a standard, and considering people attempting to park without painted lines, I conservatively estimate that the five hundred blocks of Stark and Steuben can easily accommodate an additional 52 cars.

I suspect some people have developed formulas for estimating the number of parking spaces needed based on the size of the building or other factors. I am not familiar with such formulas. I would like to offer a standard I think we all can find appropriate. Our City Hall is probably the most important building in our city. It has a significantly larger footprint than Peterson/Kraemer, three above ground floors plus a basement, and a total of **four (4) on site parking spaces**.

When we visit City Hall, we park in one of the nearby church parking lots. We always feel welcome. Please don't raze one of the nearby churches to have City Hall meet some artificial standard.

Oh!!! There is a church with a large parking lot directly across 6th Street from Peterson/Kraemer Funeral Home.

I think it is also significant that Greg Zoromski owns four additional Peterson/Kraemer Funeral Homes in the area. Three of them have no off street parking.

Wausau, Wisconsin

Google Street View

Sep 2019 See more dates

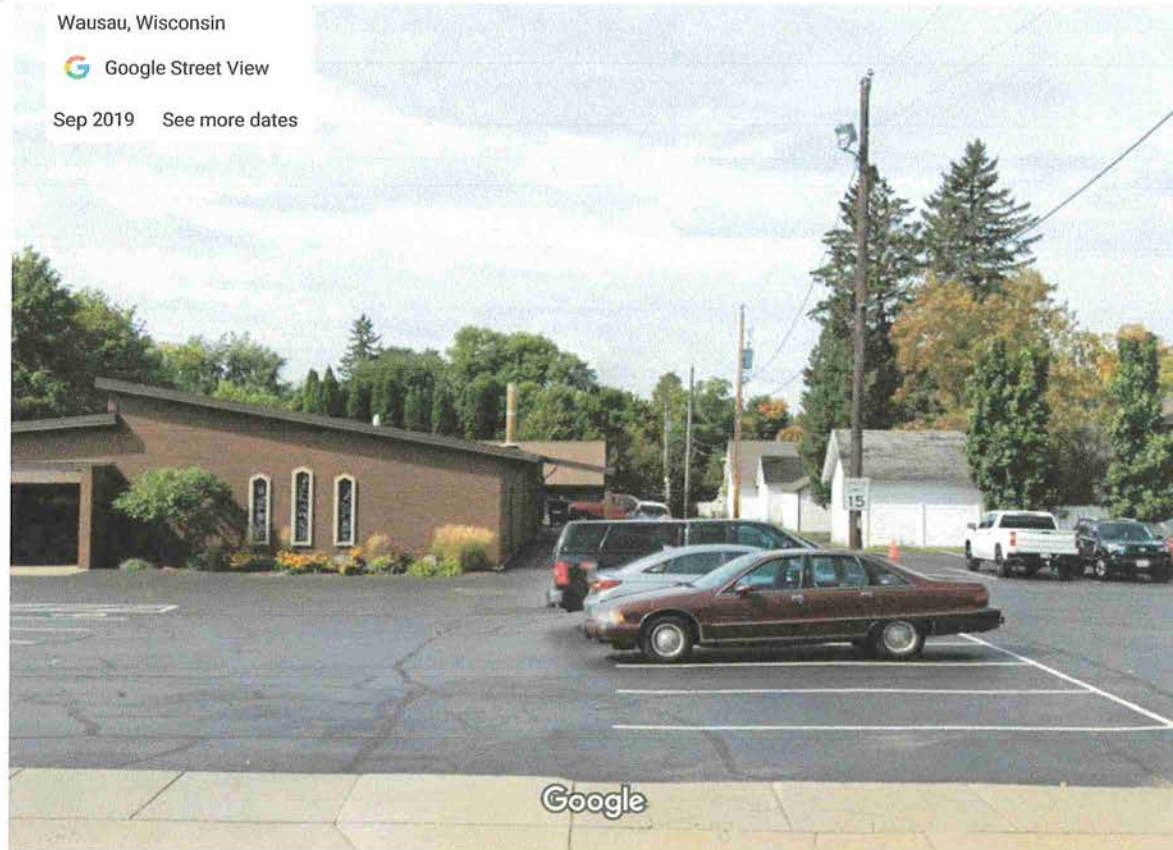
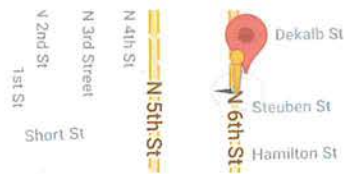


Image capture: Sep 2019 © 2023 Google

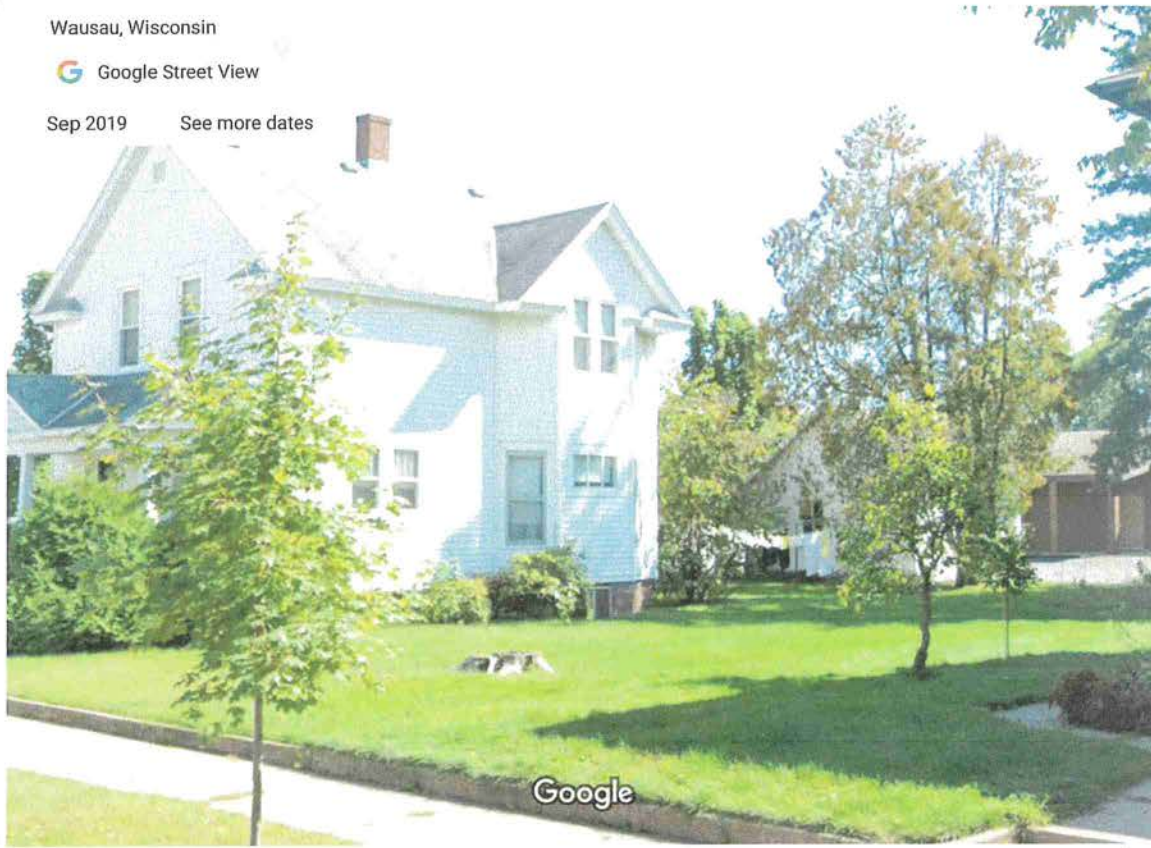


The view of our alley from 6th Street.

The alley is between the garages and the row of electric power poles. There are more garages on the left side behind the trees that hide them from view. Visitors to the alley don't think about these blind spots. They often drive as though they are on normal streets. There is no stop sign at the intersection of the alley and Fifth Street.

Children often cross the alley on their way to and from the Franklin school playground.

The utility door where vendors make deliveries is behind the red pickup. Vendors sometimes leave by way of the alley to Fifth Street if they intend to travel south or because they want to avoid the parking lot.



519 Stark Street view from our deck at 513 Stark Street last year.

Looks pretty good for one hundred and twenty years.

Notice the funeral home utility door in the background.

And Rita's laundry on the line.



The view from our kitchen deck today. If the zoning change is approved, these vehicles will enter and exit past our kitchen deck



Two ten foot wide indentations in the southwest corner of the funeral home on Steuben Street. It appears as though there is adequate roof support to permit the installation of overhead garage doors. These structures do not appear to have any other function.

The space between the building and the six car garage is twenty feet wide when excluding the heating and/or cooling equipment adjacent to the building. Another way to make deliveries.

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

RESOLUTION OF THE ECONOMIC DEVELOPMENT COMMITTEE

Approving the Second Amendment to the Development Agreement for Bantr at 1520 Elm Street (formerly 201 N 17th Ave) with RJ Elm Properties, LLC.

Committee Action: Approved 5-0

Fiscal Impact:

File Number: 20-0410

Date Introduced: October 10, 2023

FISCAL IMPACT SUMMARY

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

RESOLUTION

WHEREAS, the City’s Common Council approved the terms of a Development Agreement with RJ Elm Properties (“Developer”) for the development of Bantr at 1520 Elm Street (formerly part of real property located at 201 N. 17th Ave.) in August 2020, and the Development Agreement was executed on August 26, 2020; and

WHEREAS, Developer approached the City for an extension of time for the Completion Deadline which was reflected in a First Amendment with an effective date of December 31, 2022, and executed March 14, 2023; and

WHEREAS, Developer has approached the City for consent to convert an unspecified number of units from multifamily residential apartments to short-term rentals or hotel rooms to better serve Developer’s target market of individuals travelling to or transitioning within the community; and

WHEREAS, the definition of “Project” in the Development Agreement requires amendment to allow short term and hotel use in addition to previously-permitted multifamily residential apartments in any combination as determined by Developer; and

WHEREAS, your Economic Development Committee approved of this Second Amendment to the Development Agreement at its October 3, 2023, meeting; and

NOW, THEREFORE, BE IT RESOLVED, that the Common Council of the City of Wausau approves the Second Amendment to the Development Agreement with RJ Elm Properties, LLC for Bantr located at 1520 Elm Street (formerly 201 N. 17th Ave.) and instructs the appropriate City staff to execute the necessary documents.

Approved:

Katie Rosenberg, Mayor

**SECOND AMENDMENT TO
DEVELOPMENT AGREEMENT
(Bantr – 1520 Elm Street)**

THIS SECOND AMENDMENT TO DEVELOPMENT AGREEMENT (this “Amendment”) is made as of the ____ day of October, 2023 (the “Effective Date”), by and between the CITY OF WAUSAU, a Wisconsin municipal corporation (the “City”), and RJ ELM PROPERTIES, LLC, a Wisconsin limited liability company (“Developer”).

RECITALS

WHEREAS, the City and Developer entered into a certain Development Agreement with an Effective Date of August 26, 2020, as amended by that certain First Amendment to Development Agreement with an Execution Date of March 14, 2023 (the “Development Agreement”), with respect to certain property located at 1520 Elm Street, formerly a part of the real property that was located at 201 N. 17th Ave., in the City of Wausau, County of Marathon, State of Wisconsin, as more particularly described in 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, to better serve Developer’s target market by offering more extensive short-term housing solutions to businesses and individuals travelling or transitioning within the community, Developer desires to revise the permitted uses of the Project; 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. The Project. The definition of “Project” in the Development Agreement is hereby further amended such that the newly constructed building on the Property may, at the option of Developer, be used for multi-family residential apartments, short term rentals, or hotel rooms in any combination as determined by Developer; provided, however, that (i) any such use(s) shall comply with all applicable laws, rules, regulations, codes and ordinances in the use of the Property (“Applicable Law”), (ii) Developer shall make any modifications or additions to the improvements as may be required to so comply with Applicable Law, and (iii) Developer shall obtain all necessary, customary and usual approvals from the City, as may be required by the City, for any such short term rental or hotel use through the normal City process for obtaining such approvals. Without limiting the generality of the foregoing, Developer acknowledges that, among other things, such short term rental or hotel use may require: (a) modification of the Specific Implementation Plan with respect to the Property; or (b) a change of use analysis with respect to the building code done by an architect to determine if any changes are required with respect to fire alarms, accessibility requirements, or other items included in the building code. The execution of this Amendment by the City, or the approval or authorization of this Amendment by the City Council, in no way functions as approval of or a guarantee of approval of, any other necessary,

customary and usual approvals from the City, as required by the City, for any such short term rental or hotel use.

2. 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 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 cause each Guarantor to consent to this Amendment and to ratify the Guaranty in the form attached hereto or in a form otherwise reasonably acceptable to the City.

d. Developer shall obtain a consent to this Amendment from each of its mortgage lenders with a mortgage on the Property in the form attached hereto or in a form otherwise reasonably acceptable to the City.

e. Developer shall provide the City with all documentation reasonably requested by the City with respect to the Project and as required by the Development Agreement.

3. 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.

4. 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.

c. The following list includes all of mortgage lenders with a mortgage on the Property:

- i. GreenState Credit Union (which has: (a) one mortgage on the Property securing a loan for \$20,703,032.00; and (b) another mortgage on the Property securing a loan for \$1,300,000).
- ii. None other.

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

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties are signing this Second Amendment to Development Agreement as of the Effective Date.

DEVELOPER:

RJ ELM PROPERTIES, LLC

By: _____
Name: Roland Lokre
Title: Member

THE CITY

CITY OF WAUSAU

By: _____
Katie Rosenberg, Mayor

Attest: _____
Kaitlyn Bernarde, Clerk

**GUARANTOR CONSENT TO AMENDMENT
AND RATIFICATION OF GUARANTY**

Reference is made to a certain Guaranty of Specific Transaction (the “Guaranty”) given by Roland Lokre and James Frings (each a “Guarantor”) and dated as of August 26, 2020, which guaranteed certain obligations with respect to the development project to be completed by RJ Elm Properties, LLC (“Developer”) at the property described on Exhibit A attached to and made a part of this Second Amendment to Development Agreement (this “Amendment”).

Each Guarantor hereby consents to the following: (i) the terms of this Amendment; (ii) the terms of the Development Agreement (as defined in this Amendment) as modified hereby; and (iii) to Developer entering into this Amendment. Additionally, each Guarantor hereby ratifies, confirms and reaffirms all covenants, warranties and representations set for the Guaranty as being true in all material respects as of the date hereof (taking into account any knowledge or other qualifiers contained in such covenants, warranties, and representations). This Guarantor Consent may be executed in any number of counterparts and by the different parties hereto on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same instrument.

GUARANTOR

ROLAND LOKRE

JAMES FRINGS

MORTGAGEE CONSENT TO AMENDMENT

Reference is made to a mortgage (the “Mortgage”) given to GreenState Credit Union (“Lender”) by RJ Elm Properties, LLC (“Developer”) dated December 10, 2021, and recorded with the Register of Deeds for Marathon County, Wisconsin on December 15, 2021, as Document No. 1852319, under which Lender took an interest, as mortgagee, in the property (the “Mortgaged Property”) described on Exhibit A attached to and made a part of this Second Amendment to Development Agreement (this “Amendment”).

Lender hereby consents to the following: (i) the terms of this Amendment; (ii) the terms of the Development Agreement (as defined in this Amendment) as modified hereby; and (iii) to Developer entering into this Amendment.

LENDER

GREENSTATE CREDIT UNION,
an Iowa credit union

By: _____

Name: _____

Title: _____

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

Lot two (2) of Certified Survey Map No. 18721 recorded in the office of the Register of Deeds for Marathon County, Wisconsin as Document No. 1816014; and Outlot one (1) of Certified Survey Map No. 13624 recorded in said Register's office in Volume 60 of Certified Survey Maps on page 1, as Document No. 1391257; being part of the Northeast quarter (NE 1/4) of the Southeast quarter (SE 1/4) of Section twenty-seven (27), Township twenty-nine (29) North, Range seven (7) East, in the City of Wausau, Marathon County, Wisconsin; subject to easements of record.

PINs: 291-2907-274-0929 and 291-2907-274-0952

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

**JOINT RESOLUTION OF THE HUMAN RESOURCES COMMITTEE
AND FINANCE COMMITTEE**

Approving Police Compression Adjustment and Permanent Correction for City of Wausau Police Supervisors

Committee Action: HR: Approved 5-0
Fin: Approved 5-0

Fiscal Impact:

File Number: 02-1216

Date Introduced:	October 10, 2023
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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 Police Chief has put forward a plan to alleviate the pay compression between sworn union staff and supervisors; and

WHEREAS, the proposed plan will provide a means to monitor supervisor pay in relation to union contracts and maintain at least 5% above the group being supervised; and

WHEREAS, your Human Resources and Finance Committees reviewed and approved the creation of a plan to combat compression for PD supervisors and;

NOW THEREFORE BE IT RESOLVED by the Common Council of the City of Wausau that the plan to combat compression among Wausau PD supervisors become effective 12/24/2023, beginning of first pay period for 2024.

Approved:

Kate Rosenberg, Mayor

**CITY OF WAUSAU HUMAN RESOURCES COMMITTEE
MINUTES OF OPEN SESSION**

DATE/TIME: August 14, 2023, at 4:45 p.m.
LOCATION: City Hall (407 Grant Street) – Council Chambers
MEMBERS PRESENT: Becky McElhaney, Gary Gisselman, Dawn Herbst, Michael Martens
MEMBERS ABSENT: Tom Killian
Also Present: J. Henderson

Discussion and Possible Action Approving Police Department Supervisor Compression Adjustment and Permanent Correction.

Henderson provided an overview of the compression issue with Police Department represented staff and non-represented supervisory staff. Chief Bliven spoke to the committee about the ongoing issue and his solution of creating a separate pay scale for Lieutenant, Captain, Deputy Chief, and Chief positions, which was provided in the memo included in the meeting packet.

Gisselman questioned if compression is also an issue with Fire, Transit, and other city departments and felt it would be better to look at all the information together to find a fair and uniform solution, and how the possible adjustment by Gallagher to the wage scales falls into this. Henderson said Fire also has issues and in Transit compression is not as pronounced, and he felt it would be better to bring the items to the committee one at a time; however, if the committee feels they should be addressed at the same time he would be in agreement with that, but that Police and Fire are critical to deal with, whereas Transit does not have compression issues now. Henderson said that these changes would not go into effect until 2024. Henderson said that the results of the wage study should be available within the next week or two.

Gisselman asked Bliven to further explain the adjustments brought forward. Bliven said that he created a different pay scale than what is used for general City employees where there is a beginning 5% spread between supervisory levels and a 1.5% increase in the scales (which is in line with the percent of increase for steps over midpoint with the current pay matrix). Henderson agreed with creating a separate scale for Police and Fire since their supervisor jobs are hard to compare with other supervisor positions within the organization. Bliven said his scales start at 60 cents higher than the current step and is \$3.00 per hour more than the current maximum steps for the lieutenant position, and the scales are about \$6000-\$10,000 more than the current scales for the positions.

Gisselman asked if compression is occurring in other departments such as Public Works due to overtime. Henderson explained that overtime is not used when determining compression. McElhaney asked how the committee would like to proceed. Gisselman expressed concern over creating a policy without further information regarding how it may affect the organization. Henderson said that this would need to be reviewed regularly to make sure that compression doesn't exist with future contracts, as supervisor increases would be dependent upon union

increases. Martens said his understanding of the policy would be to implement the new pay scales and have them slide up as needed when union rates increase to maintain a 5% spread. Bliven said this was correct. Martens agreed that other departments should also be looked at to make sure any compression issues are addressed and the policy of a 5% spread is applied.

Motion by Martens to approve the police department supervisor compression adjustment and permanent correction. Second by Herbst.

McElhaney said she heard concerns about compression with other departments but no recommendation to go back and address it. She asked if the policy of a 5% spread to eliminate compression is for all employees and supervisors or if it only pertains to departments with unions, and would like this to be addressed. Martens said he thinks they need to start somewhere, and approving this for the Police Department would be a good case study and a good place to start the policy, and then analyze the other departments to determine if 5% is the magic number and if anything needs to be done. Gisselman said that once the policy of a 5% spread is set for the Police Department, it should be the standard for all departments for fairness. Gisselman raised concern over compatibility of the policy for the rest of the City employees. Henderson said that the issue of compression with police and fire is due to the market and the rates for union staff increasing faster with the union contracts than that of their supervisors who are under the general employee compensation plan, whereas other departments have staff on the same compensation plan and the spread remains sufficient. McElhaney expressed concern over other departments not keeping up even though there might not be compression. Henderson said that is a different conversation and deals with how other jobs are classified, but it has no bearing on unions because they are not included in the non-represented classification system. McElhaney said the employees being discussed are non-union so it does apply, and that this change would raise salaries for unrepresented employees (in the Police Department) differently than other non-represented employees.

Gisselman asked for the status of the Gallagher wage study that was passed last year and supposed to be done in 2023. Henderson said the final version of the study should be available within 2-3 weeks. Gisselman asked how the study may impact the item being discussed. Henderson said that Gallagher is recommending a 3% increase to the general employee pay bands. McElhaney asked if the 3% would be added on to the proposed scales Bliven provided. Henderson said no, the 3% increase would not be added on to the proposed Police Department scales. Gisselman asked if this item would go to Council and Finance; McElhaney said yes.

More questions were raised about what amount of increase would occur for Police employees on the new scale if the general employee scales are raised. Bliven said his only concern is keeping a 5% spread between detectives, lieutenants, etc., and adjusting the rates when the union receives an increase if needed. Bliven said it would ultimately be up to the committee if they want to include the positions in any other increases. Henderson said that he envisions maintaining a 5% spread and reviewing the rates annually. McElhaney asked what would happen to the 5% spread if a 3% increase for general employees is passed. Henderson said that the 3% needs to be passed first and isn't sure how it would be implemented so he could not

answer. Martens said he felt that the 3% increase and this issue are two separate items and the task at hand is to fix compression with the proposed remedy to maintain a 5% spread; the 3% is not certain and shouldn't be taken into account for this discussion. McElhaney said she would like to have answers as to what will happen if the other salary scales increase, how often will the new scale be looked at and adjusted, and believes that Finance would want to have answers to these questions as well so that expectations are known before going forward. McElhaney said she is also worried about other employees being treated fairly. Gisselman said he is willing to support this item but would like to see the Fire Department discussed next month so that everything is ready for the 2024 budget.

McElhaney said she would like to add an amendment that this is looked at every year for compression. Second by Gisselman. All ayes. Motion passed 5-0.

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 regarding Police compression adjustment and permanent correction

Rasmussen invited Matt Barnes, Police Chief, and James Henderson, Human Resources Director, to answer any questions.

Martens commented on the discussion from the Human Resources Committee in reference to a wage study conducted and that the recommendation from that committee was to move forward with a review of compression annually.

Diny questioned if a person aggressively pursues overtime would that be used to drive the bottom number of any of these pay scales. It was stated that not all employees of the Police Department are eligible for overtime and those that are eligible have little control over the ability to work additional hours.

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

Human Resource Committee Packet

August 2023

Agenda Item
Request Human Resources Committee to discuss a long term solution to Police Department Supervisor compression
Background
– Compression in the police wage scale was addressed by the City Council in 2016, 2019, 2020, and 2021. Because of 2023 promotions and the placement in the wage scale, compression again exists between our Detectives and Police Lieutenants. Historically, the City has maintained a 5% differentiation between line staff and supervisors. Another point of concern is a comparison to local law enforcement agencies supervisory pay. Analyzing first line supervisor pay for 2024, Wausau PD supervisors maximum pay is on par with starting pay for both Marathon County Sheriff's Office and Everest Metro Police Department. An analysis of Captain pay for Marathon County Sheriff's Office and Everest Metro Police Department indicates our Captains make less money and have significantly less earning potential because our pay scale maximum is \$17,000 less annually. Please see attached memo.
Fiscal Impact
Around \$70,000
Staff Recommendation
Discuss and possible action on Police Department Supervisor compression.
Staff contact: James Henderson (715-261-6634)



Wausau Police Department

515 Grand Ave

Wausau, WI 54403

Ph. 715-261-7800

August 16, 2023

Re: Police Compression Adjustment and Permanent Correction

On August 14, 2023, the HR committee approved a permanent correction to police supervisory compression. I reviewed the recommended pay scale and compared it to the 2024 union increases after the meeting. If implementing this recommendation in 2024, the base level of pay for the Lieutenant 1 salary would need to be increased to avoid compression. I have amended the recommendation based on compression avoidance. See pages 2 and 3 for salary matrix recommendations for 2024.

The total implementation cost for 2024 above 2023 would be \$68,528.40 above the recommended 3% increase by Gallagher. This would permanently alleviate the compression issues.

Thank You,

Benjamin K. Bliven

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

Ph. 715-261-7800

	12/24/2023	5% above Detective
Lieutenant 1	\$41.54	\$90,718.99
Lieutenant 2	\$42.16	\$92,079.78
Lieutenant 3	\$42.79	\$93,460.97
Lieutenant 4	\$43.44	\$94,862.89
Lieutenant 5	\$44.09	\$96,285.83
Lieutenant 6	\$44.75	\$97,730.12
Lieutenant 7	\$45.42	\$99,196.07
Lieutenant 8	\$46.10	\$100,684.01
Lieutenant Max	\$46.79	\$102,194.27
5% above LT Max		
Captain 1	\$49.13	\$102,194.27
Captain 2	\$49.87	\$103,727.19
Captain 3	\$50.62	\$105,283.09
Captain 4	\$51.38	\$106,862.34
Captain 5	\$52.15	\$108,465.28
Captain 6	\$52.93	\$110,092.25
Captain Max	\$53.72	\$111,743.64
5% above Capt Max		
Deputy Chief 1	\$56.41	\$117,330.82
Deputy Chief 2	\$57.26	\$119,090.78
Deputy Chief 3	\$58.11	\$120,877.14
Deputy Chief 4	\$58.99	\$122,690.30
Deputy Chief 5	\$59.87	\$124,530.66
Deputy Chief 6	\$60.77	\$126,398.62
Deputy Chief Max	\$61.68	\$128,294.59
5% above DC Max		
Chief 1	\$64.76	\$134,709.32
Chief 2	\$65.74	\$136,729.96
Chief 3	\$66.72	\$138,780.91
Chief 4	\$67.72	\$140,862.63
Chief 5	\$68.74	\$142,975.57
Chief 6	\$69.77	\$145,120.20
Chief Max	\$70.82	\$147,297.00

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

Ph. 715-261-7800

	6/23/2024	5% above Detective
Lieutenant 1	\$42.79	\$93,452.49
Lieutenant 2	\$43.43	\$94,854.27
Lieutenant 3	\$44.08	\$96,277.09
Lieutenant 4	\$44.74	\$97,721.24
Lieutenant 5	\$45.42	\$99,187.06
Lieutenant 6	\$46.10	\$100,674.87
Lieutenant 7	\$46.79	\$102,184.99
Lieutenant 8	\$47.49	\$103,717.77
Lieutenant Max	\$48.20	\$105,273.53
5% above LT Max		
Captain 1	\$50.61	\$105,273.53
Captain 2	\$51.37	\$106,852.64
Captain 3	\$52.14	\$108,455.43
Captain 4	\$52.92	\$110,082.26
Captain 5	\$53.72	\$111,733.49
Captain 6	\$54.52	\$113,409.49
Captain Max	\$55.34	\$115,110.64
5% above Capt Max		
Deputy Chief 1	\$58.11	\$120,866.17
Deputy Chief 2	\$58.98	\$122,679.16
Deputy Chief 3	\$59.87	\$124,519.35
Deputy Chief 4	\$60.76	\$126,387.14
Deputy Chief 5	\$61.67	\$128,282.94
Deputy Chief 6	\$62.60	\$130,207.19
Deputy Chief Max	\$63.54	\$132,160.30
5% above DC Max		
Chief 1	\$66.72	\$138,768.31
Chief 2	\$67.72	\$140,849.84
Chief 3	\$68.73	\$142,962.58
Chief 4	\$69.76	\$145,107.02
Chief 5	\$70.81	\$147,283.63
Chief 6	\$71.87	\$149,492.88
Chief Max	\$72.95	\$151,735.28

Benjamin Bliven
Chief

Matthew Barnes
Deputy Chief

Todd Baeten
Patrol Captain

Benjamin Graham
Detective Captain

Melinda Pauls
Administrative Captain

JOINT RESOLUTION OF THE HUMAN RESOURCES COMMITTEE AND FINANCE COMMITTEE

Approving Reclassing the position of Accounting Assistant to Utility Revenue Analyst

Committee Action: HR: Approved 5-0
 Fin: Approved 5-0

Fiscal Impact: \$9,564

File Number: 23-1007

Date Introduced: October 10, 2023

FISCAL IMPACT SUMMARY

COSTS	<i>Budget Neutral</i>	Yes ☐ No ☒	
	<i>Included in Budget:</i>	Yes ☒ No ☐	<i>Budget Source: \$1,764 funded from 2023 vacancies</i>
	<i>One-time Costs:</i>	Yes ☐ No ☒	<i>Amount:</i>
	<i>Recurring Costs:</i>	Yes ☒ No ☐	<i>Amount: \$9,526.40 included in 2024 budget</i>
SOURCE	<i>Fee Financed:</i>	Yes ☒ No ☐	<i>Amount: \$9,526.40</i>
	<i>Grant Financed:</i>	Yes ☐ No ☒	<i>Amount:</i>
	<i>Debt Financed:</i>	Yes ☐ No ☒	<i>Amount</i> <i>Annual Retirement</i>
	<i>TID Financed:</i>	Yes ☐ No ☒	<i>Amount:</i>
	<i>TID Source: Increment Revenue ☐ Debt ☐ Funds on Hand ☐ Interfund Loan ☐</i>		

RESOLUTION

WHEREAS, the Finance Director requesting the reclassification of the Accounting Assistant to Utility Revenue Analyst and;

WHEREAS, the proposed position will be responsible for providing support to the financial transactions related to utilities and;

WHEREAS, the 2023 financial year impact will be funded from departmental vacancies;

WHEREAS, your Human Resources and Finance Committees reviewed and approved the reclassification of the Accounting Assistant to Utility Revenue Analyst to the Salary grade of 17, min \$49,171.20 midpoint \$62,316.80, max \$70,928 and;

NOW THEREFORE BE IT RESOLVED by the Common Council of the City of Wausau that the position of Utility Revenue Analyst effective at the start of the next pay period following selection as approved by this resolution.

Approved:

Kate Rosenberg, Mayor

DRAFT

**CITY OF WAUSAU HUMAN RESOURCES COMMITTEE
MINUTES OF OPEN SESSION**

DATE/TIME: September 11, 2023, at 4:45 p.m.

LOCATION: City Hall (407 Grant Street) – Council Chambers

MEMBERS PRESENT: Becky McElhaney (C), Gary Gisselman, Dawn Herbst, Tom Killian, Michael Martens

MEMBERS ABSENT:

Also Present: J. Henderson, Mayor Rosenberg, E. Lindman, M. Barnes, M. Groat

Discussion and Possible Action Approving Reclassification of the Accounting Assistant – Utility to Utility Revenue Analyst.

Henderson explained that this request came forward from the Finance Department and after a review of the increase of duties and responsibilities of the position he agreed that the position should be reclassified. Maryanne Groat said that the position runs the entire utility accounts receivables systems, ensures coordination of meter reading software, communication towers are communicating properly, and works with the online billing portal, making this position more complex than it had been in past years.

Gisselman asked if the position resided in Finance or Utility; Groat said the position resides in the Finance Department but is funded by the Utility.

Motion by Gisselman to approve the reclassification of the Accounting Assistant – Utility to Utility Revenue Analyst. Second by Herbst. All ayes. Motion passed 5-0.

FINANCE COMMITTEE

Date and Time: Tuesday, September 26, 2023 @ 5:30 p.m., Council Chambers

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

Others Present: Mayor Rosenberg, MaryAnne Groat, Ben Graham, Anne Jacobson, Gerald Klein, Jeremy Kopp, James Henderson, Dustin Kraege, Eric Lindman, Liz Brodek, Tammy Stratz, Mary Goede

Discussion and possible action on recommendation to reclassify the Accounting Assistant to Utility Revenue Analyst. Moving position from Grade 19 to Grade 17. Grade 19: \$43846 to \$61401. Grade 17: \$49171 to \$70,928

No Discussion.

Motion by Martens, second by Diny to approve. Motion carried 5-0.

Human Resource Committee Packet

September 2023

Agenda Item
Request Human Resources Committee to discuss and possibly act on the reclassification of the Accounting Assistant to Utility Revenue Analyst.
Background
We have reviewed our Utility Accounting Assistant's position description and feel that the current position doesn't reflect the significant and ongoing technology changes of the utility billing system (of which this employee is the sole maintainer), the complexity and responsibility of the billing process, the requisite knowledge of state and City policies, and the decision-making responsibilities of this position.
Fiscal Impact
The fiscal impact will be \$9527.
Staff Recommendation
Discuss and possible action on recommendation to reclassify the Accounting Assistant to Utility Revenue Analyst. Moving position from Grade 19 to Grade 17. Grade 19: \$43846 to \$61401. Grade 17: \$49171 to \$70,928
Staff contact: James Henderson (715-261-6634)



JOB DESCRIPTION

Utility Revenue Analyst

Job Title:	Utility Revenue Analyst	Reports To:	Assistant Finance Director
Department:	Finance	FLSA Status:	Non Exempt
Division:	Finance	EEO Code:	6-Administrative Support
Salary Grade:	17	Occupational Code:	0304
Employee Group:	General Employee	Training Category:	
Created:		Last Revision:	August 2023

This description is not an announcement of a position opening. To view current openings please visit www.ci.wausau.wi.us. The following statements are intended to describe, in broad terms, the general functions and responsibility levels characteristic of positions assigned to this classification. They should not be viewed as an exhaustive list of the specific duties and prerequisites applicable to individual positions that have been so classified.

Purpose of the Position

The purpose of this classification is to independently perform and maintain accounting record operations and procedures pertaining to a specialized and complex set of accounts, accounting records or systems of utility billing, accounts receivable, and accounts payable with significant financial impacts. Responsible for performing and managing detailed work with frequent disruptions.

Essential Duties and Responsibilities

1. Maintains the utility billing system; creates new customer accounts, including setup of billing cycles, routes, revenue class, meter and radio information, and PSC rate codes. Maintains and oversees customer account updates, including updating customer information, implementing rate changes, recording meter and radio box exchanges, bill form changes and report modifications. Maintains user codes and location codes on accounts for system-wide reporting. Provides input on workflow, forms and work methods and makes recommendations to improve efficiency on utility billing activity.
2. Accurately and efficiently prepares monthly utility billings. Independently generates billing files, reviews and validates billing reports to ensure accurate billing, investigates unusual usage, and applies late payment penalties. Authorizes and processes billing adjustments and calculates and final bills. Enters and processes work orders for final bills.
3. Maintains department software, hardware, and applications. Provides strategic direction and leadership in technology advancements. Makes recommendations for enhancements and software selection. Tests and implements software upgrades. Provides training and support to department personnel on utility software, as well as troubleshooting issues. Serves as a liaison between utility programs and City County Information Technology Committee on system updates and installations.
4. Maintains and analyzes meter and water service inventory. Maintains meter reading software, and updates Automail software. Coordinates with operations on preparation of required year-end reports.
6. Prepares and maintains the Wausau Waterworks Customer Web Portal, including configuration, all content, and portal features. Assists customers in user ID set-up and security.
7. Assigns, monitors, and schedules work activities of utility technicians for reading verifications, troubleshooting and resolution. Provides direction and guidance to resolve problems, conflicts and issues with billing and appointment scheduling.
8. Maintains files for accounts receivable and utility billing subsystems. Verifies and enters charges, and

generates invoices. Monitors collections and recommends collection action to City Attorney, Accounting Manager, State of Wisconsin Tax Intercept Program or collection agency.

9. Prepares and compiles delinquency notices and coordinates accounts for tax roll conversion in strict accordance with PSC guidance.
10. Independently prepares various Department reports. Compiles and reviews septic haulers logs, analyzes sewer customer discharge reports and generates billings. Creates groundwater cleanup reports for billing and filing. Communicates with outside customers regarding account inquiries.
11. Receives incoming invoices and monthly statements from vendors, verifies for accuracy, and enters payables with appropriate accounting codes for payment from specific budget line items.
12. Prepares regulatory forms including Tax Exempt Certificates and W9 forms.
13. Reviews budget accounts; prepares journal entries for posting to correct transactions. Enters data of monthly journal vouchers including interdepartmental payments and account transfers. Assists in preparation of month end closing.
14. Reviews budget accounts; prepares journal entries for posting to correct transactions. Enters data of monthly journal vouchers including interdepartmental payments and account transfers. Assists in preparation of month end closing.
14. Negotiates, prepares, and monitors Deferred Payment Agreements. Evaluates Sewer Consumption Adjustment forms and makes determinations on adjustments per Utility policy.
15. Receives and responds to inquiries, concerns and complaints from customers, City personnel, outside agencies, and the public by answering questions, reviewing account histories and usage, and providing information of both a routine and complex nature requiring discretionary judgment and extensive knowledge of state law, and City policies, procedures, and activities. Resolves complaints in an efficient and timely manner.
16. Independently prepares various utility reports. Creates spreadsheets, general ledger adjustments for revenue distribution, receivables reconciliation and cash adjustment. Monitors cash collections; prepares financial reports, journal entries, and general ledger reconciliations. Maintains bankruptcy records, reconciles accounts per judgements.
17. Enters and reviews payroll data for department employees. Makes corrections as necessary. Maintains payroll records for the department.
18. Trains others in proper work activities in system maintenance.
19. Serves as main account contact for cellular service meter reading companies, works closely with companies to troubleshoot issues and make necessary changes to account plans.
20. Independently manages the state's utility payment assistance programs.
21. Coordinates with other departments on demolition permits, plumbing issues, and property changes.
22. Responds to open records request for utility billings, consumption, and accounts receivable inquiries.

Additional Duties and Responsibilities

- Serves as backup to Customer Service staff
- Trains and provides technical support staff in Utility system maintenance
- Maintains knowledge of PSC codes, provides resources for PSC changes

Education and Experience Requirements

Associate Degree in Accounting and 4-6 years progressively responsible accounting experience; or any combination of experience and training which provides the equivalent knowledge, skills, and abilities.

Knowledge, Skills and Abilities

MS Word-Intermediate MS
Excel- Intermediate Financial
Systems – Proficient
Utility Billing Software - Advanced

10 Key Calculators – Proficient

- Ability to adhere to the City's Core Values
- Willing to work in a team environment
- Ability to handle a diverse workload and manage a variety of regulatory deadlines
- Ability to analyze and categorize data and information in order to determine the relationship of the data with reference to established criteria/standards. Ability to compare, count, differentiates measure and sort information.
- Ability to utilize a wide variety of descriptive data and information, such as regulations, time sheets, invoices, purchase orders, Department statistical and narrative reports, training records, meeting agendas and minutes, schedules, ordinances, directories, policy and procedure manuals, correspondence, and computer software operating manuals.
- Ability to communicate effectively with Department personnel, City committee members, the general public, county personnel and other City Department personnel.
- Ability to determine work priorities, review work for quality and production standards.
- Ability to assist others in solving work problems.
- Ability to add and subtract, multiply and divide, and calculate percentages, fractions, and decimals.
- Ability to use functional reasoning in performing semi-routine functions involving standardized work with some choice of action.
- Ability to exercise the judgment, decisiveness and creativity in situations involving a variety of pre-defined duties subject to frequent change.
- Ability to operate various types of office equipment.
- Ability to coordinate eyes, hands, feet and limbs in performing skilled movements such as rapid keyboard use.
- Ability to exert light physical effort in sedentary to light work, typically involving lifting, carrying, pushing and pulling.

Physical and Working Environment

The employee must have the ability to work under safe and comfortable conditions where exposure to environmental factors is minimal and poses little to no risk of injury. Minimal physical demands which include light lifting.

Acknowledgement

All requirements of the described position are subject to change over time. The employee may be required to perform other duties as requested by the City.

Signature of Department Director: _____ Date: _____

I acknowledge that this job description is neither an employment contract nor a legal document. I have received, read, and understand the expectations for the successful performance of this job.

Printed Name: _____ Signature: _____ Date: _____

The City of Wausau is an Equal Opportunity Employer. In compliance with the American with Disabilities Act, the City will provide reasonable accommodations to qualified individuals and encourages both prospective and current employees to discuss potential accommodations with the employer.

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

**JOINT RESOLUTION OF THE HUMAN RESOURCES COMMITTEE
AND FINANCE COMMITTEE**

Approving the recommendation of the compensation study to move the City Attorney from grade 5 to grade 4, Assistant City Attorney from grade 12 to grade 10, and the City Clerk from grade 15 to grade 12

Committee Action; HR: Approved 5-0
 Fin: Approved 5-0

Fiscal Impact: \$41,995

File Number: 23-1006

Date Introduced: October 10, 2023

FISCAL IMPACT SUMMARY

COSTS	<i>Budget Neutral</i>	Yes ☐ No ☒	
	<i>Included in Budget:</i>	Yes ☒ No ☐	<i>Budget Source: \$8,076 from vacancies in 2023</i>
	<i>One-time Costs:</i>	Yes ☐ No ☒	<i>Amount:</i>
	<i>Recurring Costs:</i>	Yes ☒ No ☐	<i>Amount: 41,995</i>
SOURCE	<i>Fee Financed:</i>	Yes ☐ No ☒	<i>Amount:</i>
	<i>Grant Financed:</i>	Yes ☐ No ☒	<i>Amount:</i>
	<i>Debt Financed:</i>	Yes ☐ No ☒	<i>Amount</i> <i>Annual Retirement</i>
	<i>TID Financed:</i>	Yes ☐ No ☒	<i>Amount:</i>
	<i>TID Source: Increment Revenue</i> ☐ <i>Debt</i> ☐ <i>Funds on Hand</i> ☐ <i>Interfund Loan</i> ☐		

RESOLUTION

WHEREAS, the City of Wausau is committed to a compensation policy that strengthens the recruitment and retention of well qualified and effective employees; and

WHEREAS, the Common Council has authorized a salary study to address the challenges posed by the tight labor market; and

WHEREAS, the 2023 fiscal impact will be covered by departmental vacancies; and

WHEREAS, your Human Resources Committee and Finance Committee have reviewed and recommended moving the City Attorney from grade 5 to grade 4, Assistant City Attorney from grade 12 to grade 10, and the City clerk from grade 15 to grade 12; and

BE IT RESOLVED, the Common Council of the City of Wausau approve the recommendation of the compensation study to move the City Attorney from grade 5 to grade 4, Assistant City Attorney from grade 12 to grade 10, and the City Clerk from grade 15 to grade 12 to be executed on the first payroll following approval by council.

Approved:

Katie Rosenberg, Mayor

DRAFT

**CITY OF WAUSAU HUMAN RESOURCES COMMITTEE
MINUTES OF OPEN SESSION**

DATE/TIME: September 11, 2023, at 4:45 p.m.

LOCATION: City Hall (407 Grant Street) – Council Chambers

MEMBERS PRESENT: Becky McElhaney (C), Gary Gisselman, Dawn Herbst, Tom Killian, Michael Martens

MEMBERS ABSENT:

Also Present: J. Henderson, Mayor Rosenberg, E. Lindman, M. Barnes, M. Groat

Discussion and Possible Action Approving the Completed Compensation Study.

Henderson said the recommendation was to raise the pay bands by 3%. Henderson said that he included the recommendations to reclassify the City Attorney position, Assistant City Attorney position, and City Clerk position, as these were given to Gallagher to determine if they were properly classified.

Martens asked if the 3% was for non-represented employees; Henderson said yes, this would just apply to the current pay matrix for general City employees. Martens asked if this included any cost-of-living increases; Henderson said no, that would be separate.

Gisselman asked what percentage of increases the unions are receiving for 2023 and beyond; Henderson said he didn't know because the new contracts will be done in next year. Gisselman asked what the increases were for the last contracts; Henderson said he wasn't here when the contracts were done but thinks it is around 4% and asked Matthew Barnes if he knew. Barnes said it was an average of 5-6 ½ % depending on where someone was at. Gisselman said that thinks the percentage of increase for general employees should be more in line with the percentages the unions are receiving. Henderson explained that general employees also receive step increases, and if a cost-of-living increase is also approved, the increases will add up. Henderson said that non-union wage increases cannot keep up with union wage increases, but that the starting rate for jobs with the City of Wausau for someone with a high school education are very good.

Killian expressed his views of private sector verses public sector and union verses non-union wages.

McElhaney asked if Gallagher used comparables to come up with their recommendation. Henderson said yes. McElhaney said that she wants everyone to understand that Gallagher used comparable organizations to determine their recommendations and will assume that the study is accurate; she went on to express her frustration with conducting wage studies and hearing opinions that the results aren't accurate from those who disagree with the outcome.

Martens said he feels that 3% is a good increase and brought up the changes that were implemented post-covid to help with recruitment efforts, such as six-month step increases until midpoint, and thinks that a study coming back that we are only 3% under market bodes well for the City.

Gisselman said that he will stand with whatever the committee decides but thought that the study would be done sooner, and any adjustments would have been implemented by now.

Motion by Herbst to approve the completed compensation study. Second by Martens. All ayes. Motion passed 5-0.

FINANCE COMMITTEE

Date and Time: Tuesday, September 26, 2023 @ 5:30 p.m., Council Chambers

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

Others Present: Mayor Rosenberg, MaryAnne Groat, Ben Graham, Anne Jacobson, Gerald Klein, Jeremy Kopp, James Henderson, Dustin Kraege, Eric Lindman, Liz Brodek, Tammy Stratz, Mary Goede

Discussion and possible action on recommendations made by Gallagher for compensation study including the recommendation of moving City Attorney from grade 5 to grade 4. Moving Assistant City Attorney from grade 12 to grade 10 and moving City Clerk from grade 15 to grade 12.

Doug Diny questioned if this was effective on the first of the year and if it would be part of the normal budget process where we do our cost to continue and then add this in.

Maryanne Groat explained at HR Committee they proposed a January 1 effective date, but December 24th is the actual beginning of the first pay period for 2024. James Henderson, HR Director, clarified the reclassifications will be effective when the Council approves them, but the 3% across the board increase is what would go into effect on the first pay period of the new year.

Motion by Watson, second by Martens to approve the reclasses. Motion carried 5-0.

2022/23 COMPENSATION & BENCHMARKING STUDY



Executive Summary
City of Wausau, WI



DISCUSSION OBJECTIVES

- Background & Context
- Gallagher Qualifications
- Approach
- Benchmark Findings
- Structure Recommendations
 - Pay Structures
 - Implementation Approach



BACKGROUND & GOALS

- The City of Wausau, WI engaged with Gallagher to conduct a comprehensive classification and compensation study in 2022/2023, similar to the previous study which was conducted in 2018
- The same approach and methodology was used this year, with the addition of adding in a custom survey component.
- The goals for the engagement were:
 - Conduct a comprehensive analysis in order to ensure the City has a competitive salary structure,
 - Assist in administering and adjusting compensation of employees in the identified positions, and
 - Provide recommendations on a transition and implementation plan.



GALLAGHER QUALIFICATIONS

Gallagher's Public Sector and Higher Education practice is committed to serving and partnering with organizations in the public space, providing insights based on national and international experience for nearly 40 years, with practice members having served as practitioners in the public space as either individual contributors or members of leadership teams, specifically having supported compensation and classification and other people strategy focused organizational efforts.

Office locations
NATIONWIDE

Documented
Public Sector
experience

Experience *with*
Wisconsin
Cities, Towns,
Municipalities

Practical and realistic solutions for people strategies and HR issues *including:*

- Compensation Review & Structure Development
- Classification & Career Framework Design
- Executive Compensation Review and Assessment
- Benchmarking Services
- Strategic Planning
- Succession Planning
- Organizational Effectiveness & Design
- Job Evaluation
- Pay Equity
- Span of Control



APPROACH

- Similar to prior years, a list of benchmark jobs titles were selected to obtain external market data.
 - Factors used in determining the list of benchmark positions included:
 - Representative of the employee population, all levels of jobs, all job families/functions, highly populated positions and jobs that are found in most organizations.
- Developed Labor Market based on type of organization, size, geographic location, and organizations to whom talent is lost to or recruited from.
- Published data sources included annual salary surveys from:
 - CompData,
 - Economic Research Institute (ERI),
 - Mercer, and
 - Willis Towers Watson



APPROACH (CONT.)

- In addition to published surveys, we selected a list of local public sector organizations to send a custom survey.

Local Public Sector Organizations	
Stevens Point, WI	Rothschild, WI
Weston, WI	De Pere, WI
Marshfield, WI	Janesville, WI
La Crosse, WI	Beloit, WI
Eau Claire, WI	Wisconsin Rapids, WI
Manitowoc, WI	Marathon County, WI
Sheboygan, WI	Portage County, WI
Fond du Lac, WI	Wood County, WI

- Reviewed job matches based on job descriptions, aged data to July 2023 and adjusted data geographically to reflect the “cost of labor” for the city of Wausau.



APPROACH (CONT.)

- Once all market data was compiled, we compared the City's current compensation in the following ways:
 - I. Custom Survey responses **only**
 - II. Published Survey data **only**
 - III. Combination of Custom and Published Survey data



BENCHMARK FINDINGS: ACTUAL PAY

5% behind at P50 of market

P50

6% ahead at P25 of market

P25

14% behind at P75 of market

P75



BENCHMARK FINDINGS: PAY SCALE

8% behind at P50 of market

P50

9% behind at P25 of market

P25

10% behind at P75 of market

P75



OBSERVATIONS

- The following guidelines are used to determine the competitive nature of current compensation:



- Based on the findings this tells us that the overall structure is competitive with the external market, and only a slight adjustment to the compensation structure needs to be made to stay within the "Highly Competitive" category

RECOMMENDATIONS

- Adjust the overall salary structure by **3%**
 - This is also in-line with annual trend data (from World@Work) that suggests overall salary structures are being adjusted nationally 2.7% for 2023.
- Adjust the grades for the following positions to be more inline with the external market:
 - Assistant City Attorney from Grade 12 to Grade 10
 - City Attorney from Grade 5 to Grade 4
 - City Clerk from Grade 15 to Grade 12



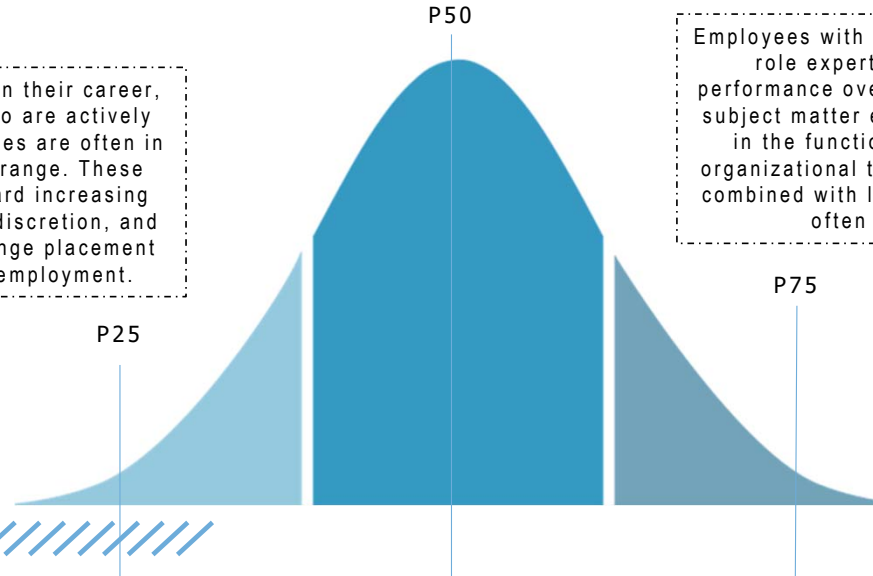
ADDITIONAL RECOMMENDATIONS

- Current Pay administration guidelines should continue to be followed for placing and moving employees through the structure:

Employees who are fully experienced and qualified, have demonstrated sustained performance for a period of time, and consistently exhibit full proficiency in all aspects of their role (while growing into aspects of future roles) are typically found in the middle tri-tile, within ~10% of the market median (high or low). This area of range placement is often occupied by employees with tenures of 5 to 10 or more years. Overtime, it would be anticipated that most employees would occupy this space.

Employees who are early in their career, newer to their role, or who are actively developing role proficiencies are often in the first tri-tile of a pay range. These persons are working toward increasing proficiency, independent discretion, and role expertise. Typical range placement in the first 5+ years of employment.

Employees with significant experience and demonstrated role expertise and/or sustained levels of high performance over a period of time. Often operating as a subject matter expert and serves as a mentor to others in the functional space. Employees with extended organizational tenures or direct experience (10+ years) combined with longstanding high-level performance are often times found in the top tri-tile.



ADDITIONAL RECOMMENDATIONS

- The salary structure should be adjusted by a structure movement trend factor every year to remain competitive with the market.
- Salary advancement through the structure should be linked to performance or other quantifiable measures.
- In addition to adjusting the salary structure each year to keep pace with the market, the City should conduct a comprehensive market compensation study every three to five years.



NEXT STEPS

- Study findings, analysis, recommendations and implementation options reviewed by City leadership.
- The City determines method for communicating study results and next steps to stakeholders and employees, as deemed appropriate.
- The City approves the study results, decides on an implementation option.
- The City creates an action plan and implements the newly proposed pay structure.





THANK YOU!

Allen Johanning

Senior Consultant / Project Manager

Public Sector & Higher Education Practice

Allen_Johanning@AJG.com



JOINT RESOLUTION OF THE HUMAN RESOURCES COMMITTEE AND FINANCE COMMITTEE

Authorizing a 3% general wage adjustment for non-represented employees effective December 24, 2023

Committee Action: HR: Approved 5-0
 Fin: *Pending*

Fiscal Impact: \$469,434 Citywide and \$300,012 for the General Fund including social security and retirement benefits

File Number: 03-1111

Date Introduced: October 10, 2023

FISCAL IMPACT SUMMARY

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

RESOLUTION

WHEREAS, the City of Wausau is committed to a compensation policy that strengthens the recruitment and retention of well qualified and effective employees; and

WHEREAS, the Common Council has authorized a salary study to address the challenges posed by the tight labor market; and

WHEREAS, your Human Resources Committee and Finance Committee have reviewed and recommended the salary range structure of the non-represented employees be adjusted by 3% to reflect maturation of the salaries to strengthen recruitment and retention and remain competitive in the existing labor market; and

WHEREAS, your Human Resources Committee and Finance Committee have reviewed and recommended a general wage adjustment of 3% to be implemented on December 24, 2023 for non-represented employees covered under the City of Wausau employee handbook; and

WHEREAS, your Finance Committee has reviewed and recommends the funds be financed within the 2024 budget; and

NOW THEREFORE BE IT RESOLVED, By the Common Council of the City of Wausau that the salary range structure of the City of Wausau Employee Handbook- nonrepresented employee be increased by 3% to reflect the maturation of salaries in the market; and

BE IT RESOLVED, the Common Council of the City of Wausau that a 3% general wage adjustment be implemented effective December 24, 2023 pursuant to the terms outlined in the City of Wausau Employee Handbook – non-represented employees.

Approved:

Katie Rosenberg, Mayor

DRAFT

**CITY OF WAUSAU HUMAN RESOURCES COMMITTEE
MINUTES OF OPEN SESSION**

DATE/TIME: September 11, 2023, at 4:45 p.m.

LOCATION: City Hall (407 Grant Street) – Council Chambers

MEMBERS PRESENT: Becky McElhaney (C), Gary Gisselman, Dawn Herbst, Tom Killian, Michael Martens

MEMBERS ABSENT:

Also Present: J. Henderson, Mayor Rosenberg, E. Lindman, M. Barnes, M. Groat

Discussion and Possible Action Approving the Completed Compensation Study.

Henderson said the recommendation was to raise the pay bands by 3%. Henderson said that he included the recommendations to reclassify the City Attorney position, Assistant City Attorney position, and City Clerk position, as these were given to Gallagher to determine if they were properly classified.

Martens asked if the 3% was for non-represented employees; Henderson said yes, this would just apply to the current pay matrix for general City employees. Martens asked if this included any cost-of-living increases; Henderson said no, that would be separate.

Gisselman asked what percentage of increases the unions are receiving for 2023 and beyond; Henderson said he didn't know because the new contracts will be done in next year. Gisselman asked what the increases were for the last contracts; Henderson said he wasn't here when the contracts were done but thinks it is around 4% and asked Matthew Barnes if he knew. Barnes said it was an average of 5-6 ½ % depending on where someone was at. Gisselman said that thinks the percentage of increase for general employees should be more in line with the percentages the unions are receiving. Henderson explained that general employees also receive step increases, and if a cost-of-living increase is also approved, the increases will add up. Henderson said that non-union wage increases cannot keep up with union wage increases, but that the starting rate for jobs with the City of Wausau for someone with a high school education are very good.

Killian expressed his views of private sector verses public sector and union verses non-union wages.

McElhaney asked if Gallagher used comparables to come up with their recommendation. Henderson said yes. McElhaney said that she wants everyone to understand that Gallagher used comparable organizations to determine their recommendations and will assume that the study is accurate; she went on to express her frustration with conducting wage studies and hearing opinions that the results aren't accurate from those who disagree with the outcome.

Martens said he feels that 3% is a good increase and brought up the changes that were implemented post-covid to help with recruitment efforts, such as six-month step increases until midpoint, and thinks that a study coming back that we are only 3% under market bodes well for the City.

Gisselman said that he will stand with whatever the committee decides but thought that the study would be done sooner, and any adjustments would have been implemented by now.

Motion by Herbst to approve the completed compensation study. Second by Martens. All ayes. Motion passed 5-0.

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

**JOINT RESOLUTION OF THE HUMAN RESOURCES COMMITTEE
AND FINANCE COMMITTEE**

Authorizing health, dental, vision and supplemental insurance plan design for 2024.

Committee Action: *HR Pending*
Finance Pending

Fiscal Impact: \$237,446.04

File Number: 12-1012

Date Introduced: October 10, 2023

FISCAL IMPACT SUMMARY

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

RESOLUTION

WHEREAS, your Human Resources and Finance Committees have reviewed the recommended changes to the City's employee benefit program to include health plan, dental, vision and supplemental insurance to be offered to employees in 2024, and;

WHEREAS, the benefit programs with plan design will not change for 2024 with the City continuing with current vendors, and;

WHEREAS, the proposed benefit program for vision and supplemental insurances do not have an increase;

WHEREAS, the proposed benefit program for health insurance contains a 5.1% increase in premium costs, and;

WHEREAS, the proposed health, dental, vision and supplemental insurance plan design does not change, and;

WHEREAS, your Human Resources and Finance Committees approve the authorization and

recommendation to continue to offer Health Savings Account eligible plans, which further promote health plan consumerism and cost savings by further engaging and informing individuals on the issues of health care costs, and;

WHEREAS, both your Human Resources Committee and your Finance Committee recommend 5.1% increase in the health insurance premiums, and;

WHEREAS, both your Human Resources and Finance Committees approve the adjustment of the HSA and FSA contribution limits as necessary to remain compliant with IRS and other federal regulations, and;

NOW THEREFORE BE IT RESOLVED by the Common Council of the City of Wausau that the City of Wausau provide the dental, vision, supplemental, health and prescription drug plans summarized above and specified in attached documentation for the 2024 plan year, and;

BE IT FURTHER RESOLVED by the Common Council of the City of Wausau that the proper City officials and designees are hereby authorized and directed to execute and administer the plan as approved by this resolution.

Approved:

Kate Rosenberg, Mayor

Human Resource Committee Packet

October 9, 2023

Agenda Item
Discussion and possible action approving 2024 benefit design for City and CCIT employees.
Background
As part of total compensation, the City of Wausau provides employees the opportunity to participate in a group Health, Dental, Vision and Life Insurance programs. Consistent with the employee handbook at 7.03, 7.04 and 7.05 respectively, employees contribute 12% of the health insurance premium, 50% of the dental insurance and 100% of the vision, LTD, accident and life insurance premiums. In 2022, the City changed health insurance vendors from WEA Trust to Security Health, which offered a competitive rate for the City in 2022 and 2023. This year the City went to market, with the assistance of USI Insurance Services, staff has successfully outlined a plan resulting in a projected increase of 5.1% with a dual plan. This increase is intended to cover the anticipated plan cost increases. The City keep our vendor Security Health Plan and remain with its current vendors for dental, vision, and accident for insurances. <u>Overview of Proposed Design Changes:</u> 1. Minimum increase to health insurance premiums. While staff and USI Insurance Services worked diligently, the attached documents reflect an approximately 5.1% increase in insurance premiums. This increase will cover projected cost increases. A. Dual plans will be offered for employees to select a narrow network or a broad network. B. Plan design of co-insurance 20% until Out of pocket Maximum is obtained. C. No Maximum out of pocket per prescription unless Out of Pocket Maximum is obtained. 2. No changes to dental, vision, LTD insurance. 3. Adjust the HSA contribution limits to align with IRS regulations. The IRS has adjusted the HSA contribution limits for 2024 to \$4150 for single and \$8300 for family. 4. FSA contribution limits \$3,200 for Limited and Health FSA as set by IRS regulations. The City will keep plan design with carry-over funds. 5. Included, please find a projection of the 2024 Health Coverage Plan.
Fiscal Impact
5.1% (\$237,446.04) increase in premiums for Health Insurance.
Staff Recommendation
Approve benefit design as presented.
Staff contact: Anne Keenan (715-261-6632)

Human Resource Committee Packet

October 9, 2023

City of Wausau

HEALTH COVERAGE PLANS

Carrier	SecurityHealth Plan SM		SecurityHealth Plan SM	
	2024 Premier HMO (Broad Network)		2024 Simply One HMO (Marshfield Only)	
Provider Network/Plan Type	In-Network	Out-of-Network	In-Network	Out-of-Network
Deductible				
Single	\$1,650		\$1,650	
Family	\$3,300		\$3,300	
	If Employee contributes to the HSA, City will match the contribution annually up to \$600 Employee /\$1,200 Family. The City's payments will be made semi-monthly to the HSA account.		If Employee contributes to the HSA, City will match the contribution annually up to \$600 Employee /\$1,200 Family. The City's payments will be made semi-monthly to the HSA account.	
Coinsurance	80%		80%	
Out-of-Pocket Max	Includes Deductible		Includes Deductible	
Single	\$2,650		\$2,650	
Family	\$5,300		\$5,300	
Lifetime Maximum	Unlimited		Unlimited	
Office Visits				
Primary Care	Deductible then \$30 copay then 80%		Deductible then \$30 copay then 80%	
Specialist	Deductible then \$60 copay then 80%		Deductible then \$60 copay then 80%	
Routine/Preventive Care	100% Coverage		100% Coverage	
Inpatient Hospital Services	Ded, 80% Coins		Ded, 80% Coins	
Outpatient Hospital Services	Ded, 80% Coins		Ded, 80% Coins	
Urgent Care	Deductible then \$100 copay then 80%		Deductible then \$100 copay then 80%	
Emergency Room	Deductible then \$200 copay then 80%		Deductible then \$200 copay then 80%	
Prescription Drugs	After Deductible is Met		After Deductible is Met	
Preventive theraputic drugs from list covered at 100%	\$10/ \$30/\$60 /25% No		\$10/ \$30/\$60 /25% No	
Generic/Preferred Brand/Brand Name/Specialty	Max		Max	
Mail Order Drugs				
Vision				
Rates per month	Premier HMO		Simply One HMO	
Employee Cost	\$97.24		\$77.46	
Family Cost	\$299.48		\$238.56	
Rates per month Employer	Premier HMO		Simply One HMO	
Single Cost	\$713.06		\$568.00	
Family Cost	\$2,196.24		\$1,749.46	
Total Cost for Single	\$810.30		\$645.46	
Total Cost forFamily	\$2,495.72		\$1,988.02	

JOINT RESOLUTION OF THE HUMAN RESOURCES COMMITTEE AND FINANCE COMMITTEE

Authorizing CCIT Inclusion on the City's health, dental, vision and supplemental insurance plan design for 2024 and 2025.

Committee Action: *HR Pending*
FIN Pending

Fiscal Impact:

File Number: 12-1012A

Date Introduced: October 10, 2023

FISCAL IMPACT SUMMARY

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

RESOLUTION

WHEREAS, in 2021 the Common Council approved CCIT's inclusion on the City's health, dental, vision and Accident insurance plans for two years (2022 & 2023), and;

WHEREAS, the City of Wausau Human Resources Department investigated and confirmed that CCIT can continue to be carried on these insurance plans in 2024 and 2025 at no added renewal costs to the City, and;

WHEREAS, the City of Wausau will likely experience cost saving by granting CCIT inclusion, because the other benefit options available to CCIT are more costly and the City funds a prorated portion of CCIT's benefits via CCIT's funding agreement, and;

WHEREAS, the City of Wausau will likely go to market for health insurance costs in 2025, and;

WHEREAS, your Human Resources and Finance Committees recommend approving CCIT inclusion in the above-named insurance plans for 2024 and 2025, and;

NOW THEREFORE BE IT RESOLVED by the Common Council of the City of Wausau that the City of Wausau approve the inclusion of CCIT employees on the City's health, dental, vision and accident insurance plans for 2024 and 2025.

Approved:

Kate Rosenberg, Mayor

Human Resource Committee Packet

October 9, 2023

Agenda Item
Discussion and possible action approving 2024 & 2025 Health, Dental, and Supplemental Insurance Plan inclusion of CCIT.
Background
The City of Wausau Approved CCIT staff to be included on the City's insurance plan for plan years of 2022 and 2023. USI Insurance Services evaluated the impact of CCIT inclusion, and determined that including CCIT employees had no impact on the City's renewal rates. The staff recommends for a two year inclusion of CCIT for 2024 and 2025. It is likely the City will go to market for 2025.
Fiscal Impact
None.
Staff Recommendation
Approve CCIT inclusion in the City of Wausau insurance plans for two years (2024 and 2025).
Staff contact: Anne Keenan (715-261-6632)



Dept. of Public Works & Utilities

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

TO: Finance Committee/City Council

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

DATE: October 10, 2023

SUBJECT: 2023 Facility Capital Projects Budget Modification – \$42,000 from bond proceeds

Four facility capital projects were funded in the 2023 budget. Estimates were provided in the capital budget in July 2022, bids for each of these projects were over the budgeted amount. A breakdown of the projects, budget estimates, low bids and expected actual costs of the projects are below.

	Project	Budget	Bid	Actual Cost
1	DPW Garage Door Replacement Project	\$30,000	\$31,725	\$31,725
2	City Hall Paving Project	\$50,000	\$53,809	\$61,343
3	Fire Station 3 Garage Repair	\$75,000	\$114,140	\$81,218
4	City Hall Chimney Repair	\$80,000	\$99,000	\$99,000
Total =		\$235,000	\$298,674	\$273,286

Requesting a budget modification in the amount of \$38,286 plus an additional \$3,714 to cover any unforeseen conditions. Total request of \$42,000 to complete all projects listed above. The \$3,714 contingency will only be used if required.

RESOLUTION OF THE FINANCE COMMITTEE

Approving 2023 Budget Modification – Facility Capital Projects

Committee Action: *Pending*

Fiscal Impact: \$42,000.00

File Number: 22-1109A

Date Introduced: October 10, 2023

FISCAL IMPACT SUMMARY

COSTS	<i>Budget Neutral</i>	Yes ☐ No ☒	
	<i>Included in Budget:</i>	Yes ☐ No ☒	<i>Budget Source: Bond Proceed</i>
	<i>One-time Costs:</i>	Yes ☒ No ☐	<i>Amount: \$42,000</i>
	<i>Recurring Costs:</i>	Yes ☐ No ☒	<i>Amount:</i>
SOURCE	<i>Fee Financed:</i>	Yes ☐ No ☒	<i>Amount:</i>
	<i>Grant Financed:</i>	Yes ☐ No ☒	<i>Amount:</i>
	<i>Debt Financed:</i>	Yes ☒ No ☐	<i>Amount Annual Retirement</i>
	<i>TID Financed:</i>	Yes ☐ No ☒	<i>Amount:</i>
	<i>TID Source: Increment Revenue ☐ Debt ☐ Funds on Hand ☐ Interfund Loan ☐</i>		

RESOLUTION

WHEREAS, four facility capital projects (DPW Garage Door Replacement Project, City Hall Paving Project, Fire Station 3 Garage Repair, and City Hall Chimney Repair) were funded in the 2023 budget; and

WHEREAS, each project was let for bid and the bids for each project came in over the budgeted amount; and

WHEREAS, an additional \$38,286 is needed to proceed with the projects and an additional \$3,714 is requested to cover any unforeseen conditions for a total budget modification of \$42,000; and

WHEREAS, the Finance Committee at their October 10th meeting, reviewed and recommends funding the budget modification with unallocated bond proceeds; and

*Ledger Account/Summary	*Fund	*Cost Center	Revenue Category	Spend Category	Project	Debit Amount	Credit Amount
49100 Proceeds from Long Term Debt	440 Capital Projects Fund - Bond Proceeds	Financing	49100 Proceeds from Long Term Debt			\$0.00	\$42,000.00
60000 Capital Outlay	440 Capital Projects Fund - Bond Proceeds	City Highway Building Improvements Capital Outlay		58223 Highway Buildings	2023 DPW Garage Door Replacement	\$7,000.00	\$0.00
60000 Capital Outlay	440 Capital Projects Fund - Bond Proceeds	Facilities Capital		58220 General Municipal Buildings	2023 City Hall Concrete and Veneer Project	\$33,000.00	\$0.00
60000 Capital Outlay	440 Capital Projects Fund - Bond Proceeds	Fire Capital		58222 Fire Buildings	2023 Fire Station Three Improvements Bunk Room Dividers and Garage Repair	\$2,000.00	\$0.00

NOW THEREFORE BE IT RESOLVED by the Common Council of the City of Wausau that the proper City officials are hereby authorized and directed to modify the 2023 Budget as outlined above.

Approved:

Katie Rosenberg, Mayor

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

RESOLUTION OF THE FINANCE COMMITTEE

Approving 2023 Budget Modification – West Wausau Avenue Booster Station Generator

Committee Action: *Pending*

Fiscal Impact: \$70,000.00

File Number: 22-1109

Date Introduced: October 10, 2023

FISCAL IMPACT SUMMARY

COSTS	Budget Neutral	Yes ☐ No ☒	
	Included in Budget:	Yes ☐ No ☒	Budget Source: ARPA
	One-time Costs:	Yes ☒ No ☐	Amount: \$70,000
	Recurring Costs:	Yes ☐ No ☒	Amount:
SOURCE	Fee Financed:	Yes ☐ No ☒	Amount:
	Grant Financed:	Yes ☒ No ☐	Amount:
	Debt Financed:	Yes ☐ No ☐	Amount Annual Retirement
	TID Financed:	Yes ☐ No ☒	Amount:
	TID Source: Increment Revenue ☐ Debt ☐ Funds on Hand ☐ Interfund Loan ☐		

RESOLUTION

WHEREAS, the West Wausau Avenue water storage facility has a primary booster pump station and houses critical infrastructure for the water and sewer utility related to city-wide communications between facilities; and

WHEREAS, the West Wausau Avenue Booster Station Generator project would replace the existing booster pumps, install variable frequency drives (VFD), install electrical switchgear and a backup natural gas generator to run the booster station, maintain critical communication and data gathering during a power outage; and

WHEREAS, \$250,000 was budgeted for the West Wausau Avenue Booster Station Generator project with the Finance Committee approving the use of ARPA funding for the project; and

WHEREAS, total costs for the project are \$320,000, which includes design, construction, equipment purchase and construction oversight; and

WHEREAS, the Finance Committee at their October 10th meeting, reviewed and recommends funding the budget modification as proposed; and

NOW THEREFORE BE IT RESOLVED by the Common Council of the City of Wausau that the proper City officials are hereby authorized and directed to modify the 2023 Budget as outlined above.

Approved:

Katie Rosenberg, Mayor

Dept. of Public Works & Utilities



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

TO: Finance Committee/City Council

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

DATE: October 10, 2023

SUBJECT: 2023 West Wausau Backup Power Project Budget Modification – \$70,000 ARPA

The West Wausau Generator project was budgeted in the amount of \$250,000 and the project bids are over the budgeted amount. This project estimate was established in 2022, designed and bid in summer of 2023. The Finance Committee approved ARPA funding for this project in Spring 2023. Total costs for the project are \$320,000; this is for design, construction, equipment purchase and construction oversight.

The West Wausau water storage facility has a primary booster pump station and houses critical infrastructure for the water and sewer utility related to city wide communications between facilities. This project would replace the existing booster pumps, install variable frequency drives (VFD), install electrical switchgear and a backup natural gas generator to run the booster station, maintain critical communication and data gathering during a power outage. Replacing the pumps and adding (VFD) allows for a much more economical and smaller generator making the project more economical.

Requesting a budget modification in the amount of \$70,000 of ARPA to complete the project.

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

RESOLUTION OF THE COMMON COUNCIL

Approving Cooperation Agreement between Wausau Opportunity Zone, Inc. (“WOZ”) and City of Wausau related to redevelopment of the former mall site.

Committee Action: *Pending*

Fiscal Impact:

File Number: 19-0921	Date Introduced: August 28, 2023 (Hold Action) Date brought back: September 26, 2023 (Hold Action) October 10, 2023
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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 Common Council, on October 1, 2019, approved a Purchase and Development Agreement with Wausau Opportunity Zone, Inc. (“WOZ”) for the purchase of the Mall Property and the Agreement was entered into on January 17, 2020; and

WHEREAS, on November 24, 2020, your Common Council approved a First Amendment to the Development Agreement which was entered into on January 27, 2021; and

WHEREAS, on May 10, 2022, your Common Council approved a Second Amendment to the Development Agreement which was entered into on May 25, 2022; and

WHEREAS, WOZ entered into a sale agreement dated September 28, 2022, with an affiliate of T. Wall Enterprises Mgt, LLC (“T. Wall”) for a portion of the Mall Property known as Lot 4 of the Alexander Davis Plat; and

WHEREAS, the City and an affiliate of T. Wall, Foundry on 3rd Ph 1, LLC (“Developer”), entered into a Development Agreement, dated September 28, 2022, relating to the redevelopment of Lot 4 by Developer after Developer purchases Lot 4 from WOZ; and

WHEREAS, in connection with the anticipated date of the sale of Lot 4 from WOZ to Developer

and based on the development timeline contemplated in the Development Agreement with Developer, the City entered into a contract with Melvin Companies (“Melvin contract”) for a project identified as the 2023 Downtown Soil Disposal Project to complete certain remediation activities for Lot 4 and other areas required under the WOZ Development Agreement; and

WHEREAS, due to the delay in the sale of Lot 4 from WOZ to Developer, the work contemplated by the Melvin contract was stopped by the landowner, WOZ; and

WHEREAS, the City received a certain demand letter from Melvin for payment under the Melvin contract in the full contract amount of \$155,505.40; and

WHEREAS, Developer has requested an amendment to its Development Agreement to allow for later commencement and completion of work, based on the now revised timeline for the sale of Lot 4 to the Developer and development of Lot 4; and

WHEREAS, the City is requiring this Cooperation Agreement with WOZ in connection with the requested amendment of the Development Agreement with Developer, and WOZ agrees to enter into this Cooperation Agreement to facilitate the same and to further its partnership with the City in the redevelopment of the mall property, including the anticipated development on Block 4; and

WHEREAS, the Cooperation Agreement requires that the City terminate the Melvin contract.

NOW, THEREFORE BE IT RESOLVED, that the Common Council of the City of Wausau approves the Cooperation Agreement between the City of Wausau and Wausau Opportunity Zone and authorizes the appropriate City staff to execute the same, along with any related documents necessary to give effect to the Agreement, including, without limitation, the termination of the Melvin contract.

Approved:

Katie Rosenberg, Mayor

COOPERATION AGREEMENT (Wausau Center Mall)

THIS COOPERATION AGREEMENT (this “Agreement”) is made as of the 27th day of September, 2023 (the “Effective Date”), by and between the **CITY OF WAUSAU**, a Wisconsin municipal corporation (the “City”) and **WAUSAU OPPORTUNITY ZONE, INC.**, a Wisconsin corporation organized under Chapter 180 of the Wisconsin statutes (“WOZ”).

RECITALS

WHEREAS, the City and WOZ entered into that certain Purchase and Development Agreement dated as of January 17, 2020 (as amended to date, the “WOZ Development Agreement”; unless otherwise defined herein, capitalized terms shall have the meaning given thereto in the WOZ Development Agreement); and

WHEREAS, in connection with the redevelopment of the Mall Property, WOZ entered into a sale agreement (the “T. Wall Sale Agreement”) with an affiliate of T. Wall Enterprises Mgt, LLC (“T. Wall”) for a portion of the Mall Property generally known as Lot 4 of the Alexander Davis Plat (“Lot 4”); and

WHEREAS, the City and an affiliate of T. Wall, Foundry on 3rd Ph 1, LLC, a Wisconsin limited liability company (“Developer”), entered into a certain Development Agreement dated September 28, 2022 (the “T. Wall Development Agreement”) relating to the redevelopment of Lot 4 by Developer after Developer purchases Lot 4 from WOZ (the “T. Wall Development”); and

WHEREAS, in connection with the anticipated date of the commencement of street construction, the sale of Lot 4 from WOZ to Developer, and the development timeline contemplated in the T. Wall Development Agreement, the City entered into a contract with Melvin Companies (“Melvin”) for a project identified as the 2023 Downtown Soil Disposal Project (the “Melvin Contract”) to complete certain remediation activities for Lot 4 and other areas required under the WOZ Development Agreement, a copy of which Melvin Contract is attached hereto as Exhibit A; and

WHEREAS, due to the delay in the sale of Lot 4, the work contemplated by the Melvin Contract was suspended (the “Melvin Work Suspension”); and

WHEREAS, following the Melvin Work Suspension, the City received a certain demand letter from Melvin for payment under the Melvin Contract, a copy of such letter being attached hereto as Exhibit B (the “Melvin Demand Letter”); and

WHEREAS, Developer has requested that the City agree to an amendment to the T. Wall Development Agreement to allow for the later commencement of work on the T. Wall Development based on the now revised timeline for the start of construction by Developer; and

WHEREAS, the City is requiring this Agreement in connection with the requested amendment of the T. Wall Development Agreement, and WOZ agrees to enter into this Agreement to facilitate the same and to further its partnership with the City in the redevelopment of the Mall Property, including the anticipated T. Wall Development; and

WHEREAS, the City has the right to terminate the Melvin Contract for convenience in Section 10 thereof,

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement, the parties agree as follows:

1. Melvin Contract. Notwithstanding anything to the contrary in the WOZ Development Agreement, the parties hereto agree as follows:

a. City shall promptly terminate the Melvin Contract for convenience by delivering to Melvin a notice of termination in the form attached hereto as Exhibit C (the "Melvin Notice of Contract Termination"). City shall concurrently transmit to WOZ a copy of the Melvin Notice of Contract Termination.

b. Following the delivery of the Melvin Notice of Contract Termination, subject to the limitations provided in this Section 1, WOZ shall indemnify, defend and hold harmless the City and the City's alders/council members, agents, directors, officers, and employees from and against any and all losses, liabilities, damages, fines, penalties, costs and expenses of every kind and character, including reasonable attorneys' fees and court costs, incurred and expended by any such indemnified party, and occasioned by or associated with any claims, demands, causes of action, suits and/or enforcement actions including, without limitation, any administrative or judicial proceedings, ever asserted, threatened, instituted or requested by any person whatsoever (each a "Claim") arising out of the termination of the Melvin Contract, the Melvin Notice of Contract Termination, and the Melvin Demand Letter.

c. The parties hereto agree that City may submit the Melvin Demand Letter to WOZ as a Claim and tender the defense thereof to WOZ following the delivery of the Melvin Notice of Contract Termination and WOZ will accept such tender of defense and assume the same. WOZ shall use commercially reasonable efforts to obtain a full release of claims against the City from Melvin.

d. Following the tender of any Claim to WOZ pursuant to this Agreement, City will immediately suspend and cause to be suspended by any of its agents or insurers all efforts to defend against such Claim.

e. Upon assumption of the defense of a Claim, WOZ shall use commercially reasonable efforts to defend against same, including, but not limited to offering and making one or more payments in compromise of such Claim, paying reasonable costs arising from any termination for convenience, and retaining legal counsel and settling such Claim. City agrees to cooperate fully with WOZ with respect to WOZ's obligations in this Section 1,

including, but not limited to promptly providing WOZ with true and complete copies of all notices, correspondence, documentation and information relating to the Claim and making available any City staff member or representative at reasonable times for interviews and depositions.

f. WOZ's obligations and liability under this Section 1 shall be limited to the expenditure of funds up to an amount equal to the contract sum set forth in the Melvin Contract plus the amount of such reasonable attorneys' fees and court costs incurred by WOZ in defense and settlement of any Claim.

g. City may withdraw its tender of the defense of a Claim and WOZ shall have no further obligations under this Section 1 with respect to such a Claim, unless WOZ determines in its reasonable discretion that such withdrawal will materially and adversely affect the resolution of the Claim.

2. Soil Removal Increased Costs. WOZ shall be responsible for all incremental cost increases (if any) incurred by the City above the contracted sum set forth in the Melvin Contract (the "Soil Removal Increased Costs") for the work contemplated by the Melvin Contract (the "Soil Removal Work"). WOZ understands that the amount of the Soil Removal Increased Costs is not currently known as the Soil Removal Work needs to be rebid. Whether the amount of the Soil Removal Increased Costs shall be paid directly by WOZ or by the City and reimbursed by WOZ shall be at the City's option. Once known, the City shall inform WOZ of the amount of the Soil Removal Increased Costs and provide documentation of the same. If the City elects to have WOZ pay the Soil Removal Increased Costs directly, then, upon demand by the City, WOZ shall promptly pay such amount directly to the applicable contractor and shall provide the City with documentation of such payment. If the City elects to pay the Soil Removal Increased Costs, then WOZ will promptly reimburse the City for the same on demand, which demand shall be accompanied by documentation of such payment by the City.

3. Site Cap Work. WOZ shall be responsible for and pay directly, the following: (i) the replacement of the temporary Site Cap on and over 3rd Street and Jackson Street in compliance with the Site Cap Closure Plan (as modified) consisting of 3 inches of road base, (ii) the removal of such temporary replacement Site Cap in coordination with completion of the Soil Removal Work based on the new T. Wall Development timeline, and (iii) all Site Cap Closure Plan modifications, compliance documentation and report submittals related to Section 2 above. If the City is billed and pays for the costs WOZ has agreed to pay under this Section 3, WOZ will promptly reimburse the City for such costs on demand, which demand shall be accompanied by documentation of such payment by the City.

4. Communication Plan. In furtherance of the cooperation contemplated by the WOZ Development Agreement, and subject to any confidentiality requirements WOZ may have with its redevelopment partners (including T. Wall and its affiliates), WOZ agrees to use commercially reasonable efforts to provide the City with periodic updates with respect to the redevelopment of the Mall Property, including (i) providing the City in advance (to the extent practical) such information as WOZ reasonably believes will have a material impact on any financial commitment

the City has made pursuant to a development or similar agreement for the redevelopment of the Mall Property and that will require modifications to such agreements, and (ii) with respect to any commitment by the City to complete work under the WOZ Development Agreement (e.g. certain remediation activities set forth therein) and any commitment by the City to complete work under a development or similar agreement for the redevelopment of the Mall Property, providing the City with as much advanced notice as possible (to the extent practical) such information as WOZ reasonably believes may be required for the City to have in order for the City to prevent or reduce material increased costs for such work or prevent claims relating to such work. Information provided under this Section 4 shall be sent to the City via e-mail to the e-mail addresses set forth below:

E-mail addresses: Eric.Lindman@ci.wausau.wi.us
 Allen.Wesolowski@ci.wausau.wi.us
 Liz.Brodek@ci.wausau.wi.us
 Anne.Jacobson@ci.wausau.wi.us

The City may amend the above e-mail list from time to time by written notice to WOZ pursuant to the notice provisions set forth in the WOZ Development Agreement.

5. Miscellaneous.

- a. No Personal Liability. Under no circumstances shall any alderperson, council member, officer, official, director, attorney, employee or agent of the City or WOZ have any personal liability arising out of this Agreement, and no party shall seek or claim any such personal liability.
- b. 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.
- c. 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.
- d. 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.
- e. Conditional Effectiveness. The effectiveness of this Agreement is conditioned upon the City entering into the Developer-requested amendment to the T. Wall Development Agreement.

f. City Release. As consideration for WOZ to enter into this Agreement, except as expressly provided herein (including, without limitation, the indemnification provisions in Section 1 above), the City hereby irrevocably and unconditionally releases and forever discharges WOZ and WOZ's agents, directors, and officers from any and all claims or liabilities arising out of or in any way connected with the Melvin Work Stoppage under the Melvin Contract. The City is not releasing or waiving any rights or claims which may arise after this Agreement is executed or any claims for the sole purpose of enforcing the City's rights under this Agreement.

g. WOZ Release. As consideration for the City to enter into this Agreement, WOZ hereby irrevocably and unconditionally releases and forever discharges the City and the City's alders/council members, agents, directors, officers, and employees from any and all claims or liabilities arising out of or in any way connected with the Melvin Work Stoppage under the Melvin Contract. WOZ is not releasing or waiving any rights or claims which may arise after this Agreement is executed or any claims for the sole purpose of enforcing WOZ's rights under this Agreement.

h. No Admission. The City and WOZ recognize and agree that by entering into this Agreement, neither is admitting liability or wrongdoing and both specifically deny same. The parties agree that this Agreement and any information relating to its existence or the negotiations surrounding the Agreement may not be used as evidence in any subsequent proceeding except one in which any of the parties alleges a breach of this Agreement or one in which any of the parties elects to use the Agreement as a defense to any claim.

i. No Drafting Presumption. Each party acknowledges that the other has had the opportunity to be represented by counsel and has had the opportunity to contribute to the content of this Agreement, and accordingly, that no drafting presumption will arise against any party.

[SIGNATURE PAGE FOLLOWS]

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

WOZ:

WAUSAU OPPORTUNITY ZONE, INC.

By: _____

Name: _____

Title: _____

THE CITY

CITY OF WAUSAU

By: _____

Katie Rosenberg, Mayor

Attest: _____

Name: Kaitlyn Bernarde, Clerk

EXHIBIT A
MELVIN CONTRACT

[Attach to this cover page]

CITY OF WAUSAU, WISCONSIN



2023 DOWNTOWN SOIL DISPOSAL PROJECT

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City of Wausau Engineering Department, 407 Grant Street, Wausau, WI 54403
Phone 715/261-6740 Fax 715/261-6759 www.ci.wausau.wi.us



CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 2

DATE (MM/DD/YYYY)
03/22/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis Towers Watson Midwest, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA		CONTACT NAME: Willis Towers Watson Certificate Center PHONE (A/C No, Ext): 1-877-945-7378 FAX (A/C No): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com	
INSURED Francis Melvin Inc PO Box 646 Abbotsford, WI 544059647		INSURER(S) AFFORDING COVERAGE INSURER A: SECURA Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 22543	

COVERAGES**CERTIFICATE NUMBER:** W28415062**REVISION NUMBER:**

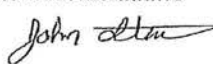
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:	Y	Y	20- CP-003056338-12	07/01/2022	07/01/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY	Y	Y	20-A-003056339-12	07/01/2022	07/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000	Y	Y	20-CU-003056341-12	07/01/2022	07/01/2023	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	20-WC-003056340-12	07/01/2022	07/01/2023	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Installation Floater			20- CP-003056338-12	07/01/2022	07/01/2023	See Below

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

SEE ATTACHED

CERTIFICATE HOLDER**CANCELLATION**

The City of Wausau 407 Grant Street Wausau, WI 54403	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	---

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ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

SR ID: 23897746

BATCH: 2902419

AGENCY CUSTOMER ID: _____

LOC #: _____

**ADDITIONAL REMARKS SCHEDULE**Page 2 of 2

AGENCY Willis Towers Watson Midwest, Inc.		NAMED INSURED Francis Melvin Inc PO Box 646 Abbotsford, WI 544059647	
POLICY NUMBER See Page 1			
CARRIER See Page 1	NAIC CODE See Page 1	EFFECTIVE DATE: See Page 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Installation Floater:
\$1,000,000 Jobsite Limit
\$1,000,000 Transit Limit
\$1,000,000 Catastrophe Limit
\$1,000,000 Storage Location Limit
\$5,000 Testing Limit
\$500 Deductible

The City of Wausau, its elected and appointed officials, officers, employees or authorized representatives or volunteers are included as Additional Insureds for ongoing and completed operations as respects to General Liability, Auto Liability and Umbrella/Excess Liability.

General Liability, Auto Liability, and Umbrella/Excess Liability shall be Primary and Non-contributory with any other insurance in force for or which may be purchased by Additional Insureds.

Waiver of Subrogation applies in favor of Additional Insureds with respects to General Liability, Auto Liability, and Umbrella/Excess Liability.

THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ IT CAREFULLY.

AUTO ADDITIONAL INSURED WRAP

This endorsement modifies insurance provided under the following:
BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. AUTOMATIC ADDITIONAL INSURED – PRIMARY AND NONCONTRIBUTORY

SECTION II – COVERED AUTOS LIABILITY COVERAGE, subsection A. Coverage, paragraph 1. Who Is An Insured is amended to add:

d. (1) Automatic Additional Insured – Primary And Noncontributory

Any person or organization is an additional insured when you and such person or organization have agreed in writing prior to a loss that such person or organization be added as additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury" or "property damage" resulting from the ownership, maintenance or use of a covered "auto", provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or by those acting on your behalf. This insurance is primary and is not contributing with any other insurance carried by the additional insured.

(2) Blanket Lessor Additional Insured Provisions

If the additional Insured is a lessor of a "leased auto";

(a) Coverage

- i. Any "leased auto" that is a covered "auto" will be considered a covered "auto" you own and not a covered "auto" you hire or borrow.

For a covered "auto" that is a "leased auto" Who Is An Insured is changed to include as an "Insured" the lessor.

- ii. The coverages provided under this endorsement apply to any "leased auto" until the policy expiration date, or when the lessor or his or her agent takes possession of the "leased auto", whichever occurs first.

(b) Loss Payable Clause

- i. We will pay, as interest may appear, you and the lessor for "loss" to a "leased auto".
- ii. The insurance covers the interest of the lessor unless the "loss" results from fraudulent acts or omissions on your part.
- iii. If we make any payment to the lessor, we will obtain his or her rights against any other party.

(c) The lessor is not liable for payment of your premiums.

(d) Additional Definition

As used in this endorsement:

"Leased auto" means an "auto" leased or rented to you including any substitute, replacement or extra "auto" needed to meet seasonal or other needs, under a leasing or rental agreement that required you to provide direct primary insurance for the lessor.

B. WAIVER -- TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

SECTION IV -- BUSINESS AUTO CONDITIONS, subsection A. Loss Conditions, paragraph 5. Transfer Of Rights Of Recovery Against Others To Us is amended to add:

We waive any right of recovery we may have against any person or organization when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be waived from recovery because of payments we make for injury or damage arising out of an "accident" and resulting from the ownership, maintenance or use of a covered "auto". However, our rights may only be waived prior to the "accident" for which we make payment under this Coverage Part. The insured must do nothing after a loss to impair our rights.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – ENGINEERS, ARCHITECTS OR SURVEYORS NOT ENGAGED BY THE NAMED INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Engineers, Architects Or Surveyors Not Engaged By The Named Insured:
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A. Section II – Who Is An Insured** is amended to include as an additional insured the architects, engineers or surveyors shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations performed by you or on your behalf.

Such architects, engineers or surveyors, while not engaged by you, are contractually required to be added as an additional insured to your policy.

- B. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:**

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services, including:

1. The preparing, approving, or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or
2. Supervisory, inspection or engineering services.

SUPPLEMENTAL FORM DECLARATION FOR CG2032 0704

ADDITIONAL INSURED – ENGINEERS, ARCHITECTS OR
SURVEYORS NOT ENGAGED BY THE NAMED INSURED

SCHEDULE

Name Of Additional Insured Engineers, Architects Or Surveyors Not Engaged By The Named Insured:
AWS/gb Corporation, wholly owned subsidiaries, agents, owners, officers, directors, and employees
Ayres Associates
Flambeau Engineering LLC Engineers, Architects, ETC
MSA Professional Services, Inc

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

ADDITIONAL INSURED WRAP

This Endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

With respect to coverage provided by this Endorsement, the provisions of the Coverage Part apply unless modified by this Endorsement.

A. Additional Insured When Required By Written Agreement

1. Operations Performed For An Additional Insured

WHO IS AN INSURED is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in a written agreement prior to a loss, that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- a. Your acts or omissions; or
- b. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

A person's or organization's status as an additional insured under this provision ends at the earlier of when your operations for that additional insured are completed; or the end of the policy period.

2. Limitations

The Operations Performed For An Additional Insured coverage is limited as follows:

- a. This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (2) Supervisory, inspection, architectural or engineering activities.
- b. This insurance does not apply to "bodily injury" or "property damage" occurring after:
 - (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
 - (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
- c. The Limits of Insurance applicable to the additional insured are those specified in the written agreement or in the Declarations for this policy, whichever is less. These Limits of Insurance are inclusive and not in addition to the Limits of Insurance shown in the Declarations. If other insurance available to you and written by us is applicable to this additional insured, the maximum recovery under all coverage forms or policies combined may equal but not exceed the highest applicable limit under any one coverage form or policy providing coverage on either a primary or excess basis.
- d. This insurance does not apply if the person or organization required to be added as an additional insured is specifically named as an additional insured under any other provision of, or endorsement added to this policy.

B. Additional Insured When Required By Written Agreement – Completed Operations

1. Additional Insured – Completed Operations

WHO IS AN INSURED is amended to include as an additional insured any person or organization, when you and such person or organization have agreed in a written agreement prior to a loss, that such person or organization be added as an additional insured on your policy, but only with respect to "bodily injury" or "property damage" caused, in whole or in part, by "your work" performed for that additional insured and included in the "products-completed operations hazard".

2. Limitations

The Additional Insured - Completed Operations coverage is limited as follows:

- a. This insurance does not apply to "bodily injury" or "property damage" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (2) Supervisory, inspection, architectural or engineering activities.
- b. A person or organization's status as an insured under Additional Insured - Completed Operations continues only until the earlier of the end of the policy period; or the period of time required by the written agreement. If no time period is required by the written agreement, a person or organization's status as an additional insured under this endorsement will not apply beyond the lesser of the end of the policy period; or five years from the completion of "your work" on the project which is the subject of the written agreement.
- c. The insurance as provided to the additional insured does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of "your work" for which a consolidated (wrap-up) insurance program has been provided by the prime contractor-project manager or owner of the construction project in which you are involved.
- d. The Limits of Insurance applicable to the additional insured are those specified in the written agreement or in the Declarations for this policy, whichever is less. These Limits of Insurance are inclusive and not in addition to the Limits of Insurance shown in the Declarations. If other insurance available to you and written by us is applicable to this additional insured, the maximum recovery under all coverage forms or policies combined may equal but not exceed the highest applicable limit under any one coverage form or policy providing coverage on either a primary or excess basis.
- e. The coverage provided to the additional insured by this endorsement and by paragraph f. of the definition of "insured contract" under DEFINITIONS do not apply to "bodily injury" or "property damage" arising out of the "products-completed operations hazard" unless required by the written agreement.
- f. This insurance does not apply if the person or organization required to be added as an additional insured is specifically named as an additional insured under any other provision of, or endorsement added to this policy.

C. Primary And Noncontributory

As respects the coverage provided under this endorsement, the Other Insurance Condition is amended as follows:

The paragraph regarding Excess Insurance is deleted and replaced with the following:

Excess Insurance

This insurance is excess over any other insurance available to the additional insured whether primary, excess, contingent or on any other basis unless the written agreement described in A. and B. above specifically requires that this insurance be either primary or primary and noncontributory. Then this insurance is primary and not contributing with any insurance available to the additional insured which covers that person or organization as a named insured.

D. Waiver Of Transfer Of Rights Of Recovery Against Others To Us

As respects the coverage provided under this endorsement, the Transfer Of Rights Of Recovery Against Others To Us Condition is amended by adding the following:

We waive any right to recover all or part of any payment we have made under this Coverage Part arising out of your ongoing operations or "your work" done under a written agreement requiring such waiver with that person or organization. However, our rights may only be waived prior to the "occurrence" for which we make payment under this Coverage Part. The insured must do nothing after a loss to impair our rights. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

E. Amendment – Aggregate Limits Of Insurance (Per Project)

Under LIMITS OF INSURANCE shown on the Declarations, the General Aggregate Limit applies separately to each of your projects away from the premises owned by you or rented to you. This extension does not apply to the "products-completed operations hazard".

F. Additional Condition

The following condition is added:

Additional Insured Duty To Notify

The additional insured described in A. or B. above must give written notice of loss, including a demand for defense and indemnity, to any other insurer having coverage for the loss under its policies. Such notice must demand full coverage available and the additional insured shall not waive or limit such other available coverage.

This additional condition does not apply to the insurance available to the additional insured which covers that person or organization as a named insured.

All other terms and conditions of this policy not in conflict with the terms and conditions of this Endorsement shall continue to apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION ENDORSEMENT

This Endorsement modifies insurance provided under the following:
BUSINESSOWNERS POLICY
COMMERCIAL GENERAL LIABILITY COVERAGE PART

With respect to coverage provided by this Endorsement, the provisions of the Coverage Part apply unless modified by the Endorsement.

SCHEDULE

Name and address/contact information of Person(s) or Organization(s):

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The following Condition is added:

Notice Of Cancellation – Scheduled Person(s) or Organization(s)

- a. If we do not renew or cancel this policy, we will send advance written notice to the person(s) or organization(s) as shown in the SCHEDULE. The notice will be delivered by any method we choose, in the applicable timeframe specified in the policy's Cancellation Condition, any amendment to that Condition, or any other statutory timeframe requirements.
- b. Notice provided on this policy shall also apply as notice for any other Commercial Lines insurance policy or coverage part issued to the Named Insured by us.
- c. The notice is intended only to inform the person(s) or organization(s) named in the SCHEDULE in the event of a pending cancellation or non-renewal of coverage. Our failure to provide such advance notification will not:
 - (1) Change any policy cancellation or non-renewal effective date;
 - (2) Negate any cancellation or non-renewal of the policy; or
 - (e) Grant, alter, or extend any rights or obligations under any policy issued by us.

All other terms and conditions of this policy not in conflict with the terms and conditions of this Endorsement shall continue to apply.

SUPPLEMENTAL FORM DECLARATION FOR ILE0550 1101

NOTICE OF CANCELLATION ENDORSEMENT

SCHEDULE

Name of Person(s) or Organization(s)	Address/contact information of Person(s) or Organization(s)
City of Abbotsford and MSA Professional Services, Inc	PO Box 589, Abbotsford, WI 54405
City of Medford & Ayres Associates	639 South Second St, Medford, WI 54451
City of Park Falls/ MSA Professional Services Inc	1835 N Stevens St, Rhinelander, WI 54501
Sunshine Leasing LLP	1471 McMahon Drive, Neenah, WI 54956
The City of Wausau	407 Grant St, Wausau, WI 54403



January 26, 2023

2023 Downtown Soil Disposal Contract

Addendum No. 1

This addendum consists of the following:

1. Bid Opening Date:

The bid opening date has been revised to Wednesday, February 22, 2023 at 10:00 a.m.

2. Bid Tabulation:

Remove and replace all bid quantities, new quantities have been uploaded to the Quest bid documents.

Note: A supplemental item was added. This item will be for following specifications as outlined in the Special Provisions for Item 205.0600.S, with the exception the material is to be hauled to the Lincoln County Landfill.

3. Special Provisions: Remove and replace the following sections of the Special Provisions:

Article 3:

Prosecution and Progress: Work on this project may begin after June 5, 2023 and must be completed by July 12, 2023.

4. Special Provisions: Additional Item description:

Article 7:

Item 204.0196.S Remove/Stockpile Concrete Column Footings and Foundation.
The following dimensions are added to clarify the size of the footings and foundations to be removed:

<u>Footing Type</u>	<u>Size</u>	<u>Quantity</u>
F3	3'6" x 3'6" x 1'4"	2
F4	4' x 4' x 1'4"	1
F5	4'6" x 4'6" x 1'4"	23
F6	5' x 5' x 1'4"	21
F7	5'6" x 5'6" x 1'4"	16
F9	6'6" x 6'6" x 1'4"	2
F10	3' x 4' x 3'8"	7
Total Number		72

2023 Downtown Soil Disposal Project
Estimated Quantities

Line Item	Item Code	Item Description	UofM	Quantity
Part I - Base Bid				
1	204.0196.S	Concrete Removal/Stockpile - Column Footing/Foundation	Each	72
2	204.0197.S	Concrete Removal/Stockpile - Foundation Wall/Footing	Ln Ft	1,510
3	205.0600.S	Contaminated Soil Excavation/Hauling	Ton	15,300
4	205.0700.S	Stockpile Contaminated Soil Onsite	CY	3,000
5	205.0750.S	Stockpile Clean Soil Onsite	CY	3,500
Part II - Aternate				
6	205.0600.S	Contaminated Soil Excavation/Hauling (Lincoln County Landfill)	Ton	15,300

**CITY OF WAUSAU
OFFICIAL NOTICE TO BIDDERS**

NOTICE IS HEREBY GIVEN by the Board of Public Works of the City of Wausau that it will receive sealed bids for the following project:

2023 DOWNTOWN SOIL DISPOSAL PROJECT

Soil Excavation/Disposal	14,400 CY
Excavate/Stockpile Soil Onsite	9,700 CY

Contract documents for this project may be viewed online or downloaded at www.questcdn.com. The QuestCDN eBidDoc Number for this project is 8371570. There is a non-refundable fee of \$42.00 for each set of Contract Documents.

For this project bids will only be received and accepted via the online electronic bid service through QuestCDN.com. To access the electronic bid form, download the project documents and click the online bidding button at the top of the bid advertisement. (The on-line bid button will be available when the project is published and ready for bid submitting.) Bids will be received until 10:00 a.m. on February 7, 2023.

A bid bond in the amount of 5% of the total bid shall be submitted with each bid, as a guarantee that the bidder, if the bid is accepted, will execute and file the proposed contract and bonds within ten days after the awarding of the contract.

Prospective bidders must be on the plan holders list through QuestCDN for bids to be accepted. Bidders must be pre-qualified by the Board of Public Works. Pre-qualification documents shall be submitted to the Engineering Department no later than 2:00 p.m. on January 30, 2023, and show sufficient financial ability, equipment, and experience to properly perform the contract in accordance with Section 66.0901, Wisconsin Statutes. The Board's decision as to qualifications shall be final. The pre-qualification form is available on-line at www.ci.wausau.wi.us.

The City of Wausau reserves the right to reject any or all bids, to waive any informalities in bidding, and to award a contract in the best interest of the City of Wausau.

A Performance Bond and also a Labor and Materials Payment Bond in the amount of 100% of the total bid price, together with an executed contract in form prescribed by the City of Wausau will be required of the successful bidder.

The letting of the work described herein is subject to provisions of Chapter 62 and 66 of Wisconsin Statutes and by all pertinent sections of the Wausau Municipal Code.

BOARD OF PUBLIC WORKS
Eric Lindman, Director of Public Works and Utilities
Maryanne Groat, Finance Director
Anne Jacobson, City Attorney

INSTRUCTIONS TO BIDDERS

1. **METHOD OF BIDDING.** The only acceptable method of bidding a contract with the City of Wausau, Wisconsin, is described as follows, and must be strictly complied with.

No bid will be considered which is not completed on the City of Wausau QuestCDN website. Access the QuestCDN website at www.questcdn.com. Input the QuestCDN eBidDoc number from the Official Notice to Bidders on the website's project search page. No password is required. Contact QuestCDN.com at 952-233-1632 or info@questcdn.com for assistance in downloading and working with the digital documents.

Bidders are cautioned to compare plans and specifications. Notify the City Engineer of missing items as soon as discovered.

2. **BID GUARANTEE.** At the same time there must be filed the required bid bond, certified check bank's cashiers check, or postal money order in the amount and payable to the city as designated in the advertisement. These are conditioned that if a bidder is successful he will, within the time limited by the city, file a properly executed contract and performance bond. If a certified check is submitted in lieu of a bid bond, it shall be drawn on the account of the bidder submitting the proposal. The City of Wausau requires a bid bond, certified check, bank's cashiers check, or postal money order of at least 5% of the bid. A copy of the bid bond, certified check or bank cashiers check must be uploaded to Quest. The successful bidder must supply the original document to the City within three business days. The time limit for filing the executed contract and performance bond is ten days from the time the city notifies the bidder in writing that he is the successful bidder.
3. **PREQUALIFICATIONS.** On all contracts in excess of \$25,000, the bidder before receiving any form for a bid proposal must submit a full and complete statement, sworn to before an officer authorized to administer oaths, of financial ability, equipment, experience in the work prescribed and such other matters as the municipality may require for the protection and welfare of the public (Wis. Stats. 66.0901). The object of this statement is to make available to the city exact information on the financial ability, equipment and experience in the field of each bidder, in order to minimize hazards involved in awarding contracts to parties apparently not qualified to perform them. The city reserves the right to require additional information before awarding the contract in order to determine qualifications for work.
4. **INFORMATION ON EXECUTING THE CONTRACT.** If the bid is by a corporation, the contract shall be executed in the corporate name by the president and the secretary, each of whom should sign. The corporate seal should be attached. If the corporation has no seal a statement to that effect should be made. If the execution of the contract is by a corporation and it is not signed by both the president and the secretary, then a certified copy of the action of the board of directors should be provided, showing the authority of the parties signing the contract to sign for an on behalf of the corporation. If the bid is by a partnership, the contract should be executed in the partnership's name and signed by each of the partners. If all partners are unable to sign, satisfactory proof should be furnished showing the power of the partner or partners who do sign to bind the partnership. If the contract is with an independent contractor who is neither incorporated or part of a partnership, the contractor should so indicate and execute the contract in his own behalf.

All contracts shall be signed in quadruplicate by the contractor and the owner.

5. **PERFORMANCE GUARANTEE.** The performance of the contract must be assured by a surety bond executed by the successful bidder in the full amount of the contract. Such bond must also be executed by a surety company. See bond requirements included in this volume.
6. **NO DOUBLE BIDDING.** Two proposals under different names will not be received from one firm or association.
7. **RIGHT OF WAIVER OR REJECTION.** The Board of Public Works reserves the right to reject any or all bids or waive any defects found in bids or proposals submitted.
8. **CORPORATE OR FIRM BIDS.** All bids made by corporations or partnerships shall be executed as contracts are executed.
9. **ADDRESS OF BIDDER.** The place of residence of every bidder must be given after his signature, including county and state.

10. **DISQUALIFYING OF BID PROPOSALS.** A bid proposal will be disqualified because of gross errors in computations which cannot be resolved by mathematical corrections without resorting to information not contained in the bid. Any proposal which is obscure, incomplete, irregular or not accompanied by certified check or bond as required herein may be rejected.
11. **PARTIAL BIDDING.** Bidders must quote on all items appearing on the bid forms unless specific directions in the advertisement, on the bid form, or in the special specifications allow for partial bids. Failure to quote on all items, unless specifically exempted as set forth above, shall disqualify the bid. When quotations on all items are not required, bidders shall insert the words "No Bid" where appropriate.
12. **EXAMINATION OF SITE.** The Contractor and each Subcontractor shall evaluate and satisfy itself as to the conditions and limitations under which the Work is to be performed, including, without limitation, (i) the location, condition, layout and nature of the Project site and surrounding areas, (ii) generally prevailing climatic conditions, (iii) anticipated labor supply and costs, (iv) availability and cost of materials, tools and equipment, (v) the plans drawings and specifications on file; and (vi) other similar issues. The Contractor shall be solely responsible for providing a safe place for performance of the Work. The Owner shall not be required to make any adjustment in either the Contract Sum or the Contract Time in connection with any failure by the Contractor or any Subcontractor to comply with the requirements of this Section 12.

Bidders may, prior to the opening of the bids upon consent of the Owner, make test borings, pits or soundings to determine the presence of water, rock, etc. Where such borings or tests are made, they shall be carefully backfilled and the original surface restored in safe and satisfactory manner.

By executing the Agreement, the Contractor represents the following:

- a. Contractor has visited the Project Site and become familiar with local conditions under which the Work is to be completed, including without limitation, (1) the nature, location and character of the Project and the Project Site and all structures and obstructions thereon, both natural and man-made; (2) the nature, location and character of the general area in which the Project is located, including without limitation, its climatic conditions, available labor supply and labor costs; and (3) the quality and quantity of all materials, supplies, tools, equipment, labor and professional services necessary to complete the Work in the manner and within the cost and time frame required by the Contract Documents.
- b. The Contractor shall (i) perform the Work required to produce the results intended by the Contract Documents, and (ii) comply with all of the requirements of the Contract Documents.
- c. Contractor has the expertise and experience required to perform the Project and will deal with bidding, negotiating, scheduling, cost control, and contracting procedures consistent therewith.
- d. The Work required by the Contract Documents, including, without limitation, all construction details, construction means, methods, procedures and techniques necessary to perform the Work, use of materials, selection of construction or installation equipment and requirements of product manufacturers, are consistent with: (i) good and sound practices within the construction industries; (ii) generally prevailing and accepted industry standards applicable to the Work; (iii) requirements of any warranties applicable to the Work; and (iv) all laws, ordinances, regulations, rules, and orders which bear upon the Contractor's performance of the Work; and
- e. The Contractor agrees to notify the Owner and Architect in writing if the Contractor becomes aware of deficiencies in the Contract Documents that will adversely affect the Contractor's ability to perform the Work.

The Owner shall not be required to make any adjustment in either the Contract Sum or the Contract Time in connection with any failure by the Contractor or any Subcontractor to comply with the requirements of this Section 12.

13. **OMISSION AND DISCREPANCIES.** Bidders shall immediately report any omissions, errors or discrepancies in the plans or specifications to the engineer or architect who may send written instructions to bidders.
14. **DETERMINATION OF LOW BIDDER.** The low bids will be determined by the sum of the following items:
- A. For a lump sum bid:
 1. The base bid.
 2. Algebraic sum of any alternates selected by Owner.
 3. Amount of unit price work based on quantities given in the proposal.

B. For a unit price bid:

1. Sum of unit price work based on quantities given in the schedule.
2. Algebraic sum of alternates selected by the Owner.

15. **TIME FOR EXECUTING CONTRACT AND LIQUIDATED DAMAGES.** Any bidder whose proposal shall be accepted will be required to execute the contract within ten days after notice of award of the contract. Failure to do so shall constitute a breach of agreement made by acceptance of the proposal and the Owner shall be entitled to damages as a result of such a breach. The amount of the certified check of such bidder shall be retained by the Owner as liquidated damages for such breach.

If a bid bond is used it shall be conditioned on the furnishing of a signed contract and bond within ten days and in case the bidder shall fail to do so the amount of the bond shall be paid to the Owner as liquidated damages. In case any bidder shall fail or refuse to execute the contract as herein provided, the Owner may at his option determine that the bidder has abandoned the contract and thereupon his proposal and the acceptance thereof shall be null and void and the Owner shall be entitled to liquidated damages as hereinbefore provided.

16. **STARTING AND COMPLETION OF WORK.** The contractor shall begin work within five days after the date set forth in the notice to begin work given him by the Owner and he shall meet the completion dates as outlined in the Special Provisions.

17. **INTERPRETATION OF PLANS AND SPECIFICATIONS.** Requests for interpretation of plans and specifications shall be in writing and shall be answered in writing by the engineer or architect and concurred in writing by the Board of Public Works. Oral interpretations or instructions shall not be considered as binding the Owner nor shall they be considered as modifying any provisions of the contract.

18. **SUBCONTRACTORS (if applicable).** A complete list of proposed subcontractors and the class of work to be done by each must be filed with the proposal. The list may not be added to or altered without the written consent of the Board of Public Works. "Subcontractors" shall mean persons, firms or corporations as defined by Sec. 66.0901, Wis. Stats., and in the "General Conditions."

19. **SALES AND USE TAX EXEMPTION:** Per Wisconsin State Statute 77.54(9m), 2015 Wisconsin Act 126, the Contractor (and all subcontractors and suppliers) are exempt from sales and use tax of the State of Wisconsin for the following materials:

- Storm sewer pipes and structures
- Water main pipe, fittings, valves, hydrants and services
- Sanitary sewer pipe, fittings, manholes, and services

The City of Wausau will furnish certificates of tax exemption to the contractor for use in purchasing tax exempt items to be incorporated into the work. Contact the City of Wausau Finance Department at (715) 261-6620.

TIME AND ORDER OF COMPLETION

The successful bidder shall complete all work within the time set forth in the bid proposal. The work shall be commenced and carried on at such points, and in such order of precedence, and at such times and season as the Board of Public Works directs. The City reserves the right to entirely discontinue said work should the condition of the weather make it desirable to do so, and in order that the work may be well and properly executed.

The Contractor will be charged for each and every day inspection time is required on all construction projects after the time allowed for completion has expired. The per diem rate for inspection will include the cost of inspection, construction supervision, clerical and administrative cost, traffic engineering, vacations, pensions, holidays, overtime, and other similar overhead charges. This charge for inspection will be deducted from monies due the Contractor at the completion of the contract. The amount of the per diem charge will be ONE THOUSAND DOLLARS (\$1,000.00) per day.

An inspector will be assigned to the project upon notice from the Board of Public Works to the Contractor to start work. Work days will be counted commencing five days after the date of notice to begin work. If more than one crew is utilized by the Contractor, as many additional inspectors will be assigned to the project as the City Project Manager deems necessary. An additional charge per day after the time allowed for completion shall be made for each such additional inspector. Inspection will be continuous until, in the judgment of the City Project Manager, the project is complete. The period of time will include all construction operation, including cleaning of the work site. If for any reason, a contractor wishes to suspend operations, a request for permission to do so shall be made in writing to the Board of Public Works. Such permission will only be granted for unusual conditions, such as strikes, severe shortages of building materials, extended periods of inclement weather, or for other reasons authorized by the Board of Public Works.

For projects let on a work day basis, a normal work day shall be an 8-hour day, Monday through Friday inclusive. No work will be allowed on Saturdays or City recognized holidays without 48 hours prior notice to the Project Manager/Engineer and written permission is received from the Project Manager/Engineer to do so. No work will be allowed on Sundays. The contractor shall be bound to all pertinent provisions of Chapter 103, Wis. Stats., as they affect hours, working conditions, etc.

When the contract requires completion of the contract by a specific calendar date, all work, including cleanup of work site, must be complete by that date. However, upon written request from the Contractor, an extension of time may be granted by the Board of Public Works due to unusual conditions, such as strikes, severe shortages of building materials, extended periods of inclement weather or for other reasons authorized by the Board of Public Works.

The decision of the City Project Manager shall be considered final in all matters pertaining to the necessity for inspection and the number of inspectors on construction projects.

For each 50 cubic yards of solid rock excavation counted for payment, the Contractor will be allowed an extra working day in addition to specific time of contract. This provision is applicable only to projects let on a work day basis; it does not apply to projects let on a specific completion date basis.

WORK GUARANTEE

The Contractor shall be required to warranty or guarantee all materials and workmanship done under this contract by keeping said works in good order or repair at Contractor's expense for a period of three years from the date of final acceptance of project works by the City of Wausau Board of Public Works.

This warranty and guarantee is specifically related to issues of materials and workmanship supplied and constructed by the contractor and subcontractors. The contractor is not responsible for subsequent damages to the work caused by vandals, accidents, or normal wear not related to issues of material or workmanship.

In addition, all warranties and guarantees and operation and maintenance manuals required under or pursuant to the Contract Documents shall be assembled and delivered by the Contractor to the Owner as part of the final acceptance. The final Certificate for Payment will not be issued by the Owner until all warranties and guarantees have been received and accepted by the Owner.

The warranties in the Contract Documents or assigned to Owner (i) shall be deemed exclusive of any other warranty or guaranty, whether express or implied, (ii) shall survive the completion of the Work, and (iii) shall inure to the benefit of Owner's successors and assigns. All warranty obligations shall, unless otherwise agreed, "flow down" to the work of Subcontractors of any tier and to suppliers. Any written warranties are subject to acceptance and approval by Owner. If the Owner is unwilling to accept a written warranty that complies with the requirements of the Contract Documents, Owner shall issue a Change Order for any costs required to obtain a warranty that is acceptable to Owner. Express warranties that are not in compliance with the requirements of the Contract Documents will be presumed to have been rejected unless the warranty applies to materials, equipment or other product required by the Contract Documents or selected by the Owner. Neither the express warranty of this Subsection nor any other express warranty shall void implied warranties of "merchantability" and/or "fitness for a particular purpose", to the extent applicable by law, or any Contractor obligations for failure to conform its Work to the plans and specifications or otherwise to exercise ordinary care in carrying out the Work.

BID PROPOSAL COVER SHEET

2023 DOWNTOWN SOIL DISPOSAL PROJECT

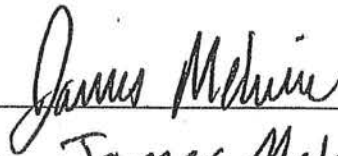
The undersigned, having hereto attached the following documents: (1) Affidavit of Organization and Authority; and (2) Certified check, bank's cashiers check, or postal money order equal to 5% of the total amount bid or a bid bond equal to 5% of the total amount bid, do hereby submit the accompanying bid.

Pre-qualification documents have been filed as required by City (for contracts exceeding (\$25,000)).

I certify that no agreement has been entered into to prevent competition for said work; that I have carefully examined the site where the work is to take place, and the plans, specifications, form of contract and bond and all contract documents.

I agree to enter into the contract as provided in the contract documents under all the terms, conditions and requirements of these documents.

Signature



Printed Name

James Melvin

Title

President

Company

Francis Melvin Inc

Address

P.O. Box 646

Abbotsford WI 54405

Phone Number

715-223-6331

Fax Number

715-223-6351

Email

Melvinco@Frontier.com

Date

2-22-23

2023 Downtown Soil Disposal Project
Francis Melvin Inc. - Bid Proposal

Line Item	Item Code	Item Description	UoM	Est. Qty.	Unit Price	Total
Part I - Base Bid						
1	204.0196.S	Concrete Removal/Stockpile - Column Footing/Foundation	Each	72	\$31.00	\$2,232.00
2	204.0197.S	Concrete Removal/Stockpile - Foundation Wall/Footing	Ln Ft	1,510	\$2.74	\$4,137.40
3	205.0600.S	Contaminated Soil Excavation/Hauling	Ton	15,300	\$8.32	\$127,296.00
4	205.0700.S	Stockpile Contaminated Soil Onsite	CY	3,000	\$3.36	\$10,080.00
5	205.0750.S	Stockpile Clean Soil Onsite	CY	3,500	\$3.36	\$11,760.00
Part 1 Total						\$155,505.40
Part II - Alternative						
6	205.0600.S	Contaminated Soil Excavation/Hauling (Lincoln County Landfill)	Ton	15,300	\$11.09	\$169,677.00
Base Bid Total						\$155,505.40

AFFIDAVIT OF ORGANIZATION AND AUTHORITY

State of Wisconsin
 County of Marathon

James Melvin being first duly sworn on oath deposes and says that the bidder on the attached bid proposal is organized as indicated below and that all statements herein made are made on behalf of such bidder and that this deponent is authorized to make them.

(COMPLETE APPLICABLE PARAGRAPH)

1. CORPORATION

The bidder is a corporation organized and existing under the laws of the State of Wisconsin and its president is James Melvin, and its secretary is James Melvin, and it does have a corporate seal. The president is authorized to sign construction contracts and bids for the company by action of its board of directors taken President, a certified copy of which is hereto attached. (Strike out last sentence if not applicable.)

2. PARTNERSHIP

The bidder is a partnership consisting of N/A and _____, partners doing business under the name of _____

3. SOLE TRADER

The bidder is an individual, and if operating under a trade name such trade name is as follows: N/A

4. LIMITED LIABILITY COMPANY

The bidder is a limited liability company organized and existing under the laws of the State of N/A and its owner, president, vice president, secretary or treasurer (select one and strike out the remaining) is _____ and it does/does not have a corporate seal. The owner, president, vice president, secretary or treasurer (select one and strike out the remaining) is authorized to sign construction contracts and bids by virtue of its operating agreement or articles of organization, a certified copy of which is hereto attached.

ADDRESS

The business address of the bidder is as follows: P.O. Box 646 Abbotsford WI 54405

STATUTORY SWORN STATEMENT

James Melvin also deposes and says that he has examined and carefully prepared his bid proposal from the plans and specifications and has checked the same in detail before submitting this proposal or bid; that the statements contained herein are true and correct.

Subscribed and sworn to before me this
22 day of FEB, 2023.

Richard Berg
 Notary Public
 State WI County Marathon
 My commission expires 12-4-24

James Melvin
 RICHARD BERG
 Notary Public
 State of Wisconsin

(This affidavit must be submitted with the bid proposal.)

Form 13. CHANGE OF REGISTERED AGENT and/or OFFICE
(For Chapter 180 Business and Foreign Corporations)

The undersigned
principal officer of Francis Melvin, Inc.

(Enter correct and complete corporate name)

a corporation organized under the laws of Wisconsin certifies that:

1. The present registered AGENT
of said corporation in Wis-
consin is

Francis Melvin

(OLD REGISTERED AGENT)

and the present registered OFFICE of said corp-
oration in Wisconsin is

~~1822 E. Spruce St.~~

Abbotsford, Wis. 54405

(OLD REGISTERED OFFICE - Give complete address,
including street & number, City and ZIP code)

and that such registered office is located in Marathon County, Wisconsin.

2. The board of directors has adopted a resolution to change the registered agent and/or
office. As a result of such resolution, the following shall hereafter be the reg-
istered agent and registered office;

James F Melvin

(NEW REGISTERED AGENT)*

1022 E. Spruce St.

Abbotsford, Wis. 54405

WISCONSIN

(NEW REGISTERED OFFICE - Give complete address,
including street & number, City and ZIP code)

and that such registered office is located in Marathon County, Wisconsin.

The address of its registered office and the address of the business office of its
registered agent, as changed, will be identical.

Signed and corporate seal, if any, affixed; on Nov. 10, 1982 (Date)

(Affix CORPORATE SEAL here
on State that there is no
seal)

James F. Melvin
(Officer sign)

Title: President STATE OF WISCONSIN
FILED

* Corporation may not name itself as its registered agent.

NOV 15 1982

- Please read the instructions on the
reverse side and please fill out the
return address box -

VEL PHILLIPS
SECRETARY OF STATE

[illegible]

BID BOND

(Complete this page or include Bid Bond issued by surety.)

KNOW ALL MEN BY THESE PRESENTS that _____ of the City of _____, State of _____, as principal, and _____ of _____, State of _____, a corporation organized and existing under the laws of the State of _____, and authorized to transact business in the State of Wisconsin (hereinafter called surety) as surety are held and firmly bound unto the City of Wausau, a municipal corporation of the State of Wisconsin, in the penal sum of _____ dollars, good and lawful money of the United States of American, to be paid to the City of Wausau, its duly authorized attorneys, agents or officers or its successors or assigns for which payment, well and truly to be made, we bind ourselves, our heirs, administrators, executors, successors and assigns, jointly and severally by the presents.

Sealed with our seals and dated this _____ day of _____, 2023.

WHEREAS, the above bounden principal has this day filed a bid with the City of Wausau for the performance of the following work, namely **2023 DOWNTOWN SOIL DISPOSAL PROJECT**, which said bid is hereto attached and made a part of this bond.

NOW THEREFORE, the condition of the above obligation is such that if the above principal _____ shall file and properly execute the proper contract and performance bond within the time limited by the city which contract and performance bond shall provide for the doing of such work upon the terms and conditions of the plans and specifications and upon the terms and conditions of the bid, then this obligation to be void, otherwise to be and remain in full force and effect.

Signed, sealed and delivered in presence of as to principal _____ (Date)

Surety (Seal)

By _____



Bond Number: 2538883

Bid Bond

KNOW ALL BY THESE PRESENTS, That We, Francis Melvin, Inc. as Principal,
and WEST BEND MUTUAL INSURANCE COMPANY, a corporation organized under the laws of the State of Wisconsin
and having its principal office in West Bend, Wisconsin, in said State, as Surety, are held and firmly bound unto
City of Wausau as Owner, in the full and just sum of
Five Percent (5 %) of amount bid for the payment
whereof said Principal binds its heirs, administrators, and executors and said Surety binds itself, its successors
and assigns firmly by these presents

WHEREAS, said Principal has submitted to said Owner a bid or proposal for _____

Downtown Soil Disposal Project

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH that if within Sixty days hereof and in
accordance with said proposal a contract shall be awarded to said Principal and the said Principal shall enter into a
contract for said work and shall furnish bond with surety as required for its faithful performance then this obligation
shall be void, otherwise remain in full force and virtue.

Signed and Sealed this 22 day of February, 20 23

Principal:

Francis Melvin, Inc.

By: _____

Name Typed: _____

Title

(SEAL)

Witness: Mike Berg

Surety:

West Bend Mutual Insurance Company

By: Katy Cipar

Name Typed: Katy Cipar

Title

(SEAL)

Witness: Hannah Wokosied

Agency Name:

KLINNER INSURANCE INC

Address:

738 EAST PERKINS

MEDFORD, WI 544510621

Phone Number:

(715) 748-4488

MICHIGAN ONLY: This policy is exempt from the filing requirements of Section 2236 of the Insurance Code of 1956,
1956 PA 218 and MCL 500.2236.



THE SILVER LINING[®]

Bond No. 2538883

POWER OF ATTORNEY

Know all men by these Presents, That West Bend Mutual Insurance Company, a corporation having its principal office in the City of West Bend, Wisconsin does make, constitute and appoint:

Katy Cipar

lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf as surety and as its act and deed any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of:

Ten Million Dollars (\$10,000,000)

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of West Bend Mutual Insurance Company at a meeting duly called and held on the 21st day of December, 1999.

Appointment of Attorney-In-Fact. The president or any vice president, or any other officer of West Bend Mutual Insurance Company may appoint by written certificate Attorneys-In-Fact to act on behalf of the company in the execution of and attesting of bonds and undertakings and other written obligatory instruments of like nature. The signature of any officer authorized hereby and the corporate seal may be affixed by facsimile to any such power of attorney or to any certificate relating thereto and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the company in the future with respect to any bond or undertaking or other writing obligatory in nature to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any said officer at any time.

In witness whereof, the West Bend Mutual Insurance Company has caused these presents to be signed by its president undersigned and its corporate seal to be hereto duly attested by its secretary this 17th day of August, 2021.

Attest Christopher C. Zwygart
Christopher C. Zwygart
Secretary



Kevin A. Steiner
Kevin A. Steiner
Chief Executive Officer/President

State of Wisconsin
County of Washington

On the 17th day of August, 2021, before me personally came Kevin A. Steiner, to me known being by duly sworn, did depose and say that he resides in the County of Washington, State of Wisconsin; that he is the President of West Bend Mutual Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation and that he signed his name thereto by like order.



Matthew E. Carlton
Matthew E. Carlton
Senior Corporate Attorney
Notary Public, Washington Co., WI
My Commission is Permanent

The undersigned, duly elected to the office stated below, now the incumbent in West Bend Mutual Insurance Company, a Wisconsin corporation authorized to make this certificate, Do Hereby Certify that the foregoing attached Power of Attorney remains in full force effect and has not been revoked and that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at West Bend, Wisconsin this 22nd day of February, 2023



Heather A. Dunn
Heather Dunn
Vice President - Chief Financial Officer

Notice: Any questions concerning this Power of Attorney may be directed to the Bond Manager at West Bend Mutual Insurance Company.

CONTRACT

This contract made this 13 day of March, 2023, by and between **Francis Melvin Inc.**, herein called the "Contractor" and the City of Wausau, a municipal corporation, located in Marathon County, Wisconsin, herein called the "Owner."

WITNESSETH: That the contractor and the owner for the consideration stated herein, agree as follows:

ARTICLE I. SCOPE OF WORK

The contractor shall perform everything required to be performed and shall provide and furnish all the labor, materials, equipment, necessary tools, expendable equipment, insurance provided by the specifications, contributions to social security and all utility and transportation services required to perform and complete in a workmanlike manner the following work: **2023 DOWNTOWN SOIL DISPOSAL PROJECT** all in accordance with the specifications and drawings and in strict compliance with the contractor's proposal and other contract documents, herein mentioned as component parts of this contract. The contractor shall do everything required by this contract and other documents constituting a part hereof and in the manner specified herein.

ARTICLE II. CONTRACT PRICE

The owner shall pay to the contractor for the performance of this contract, subject to any additions or deductions provided therein, in current funds, the contract price as follows: **\$155,505.40 (One hundred fifty-five thousand, five hundred five dollars and 40/100).**

Unless otherwise provided in the detailed specifications, payments are to be made to the contractor on the basis of approved written estimates of the Board of Public Works of the value of the work performed during the preceding month and materials suitably stored on the site which are to be incorporated into the project, but the owner will retain 5% of the amount of each estimate until the work has been substantially completed.

The Board of Public Works, in case the work under this contract is not completed within the time required, or within an extended time approved in writing by the Board of Public Works, is authorized to take charge of the work and finish it at the expense of the contractor and his sureties and to apply the amount retained from estimates to the completion of the work, and to the extent that the cost to finish the work exceeds the amount retained, the City may recover the difference from the Contractor and/or Surety.

The final payment shall be made within 30 days after completion and acceptance of the work included in this contract and all payments shall be due when certificates are issued for them. However, the owner may withhold payments prior to final acceptance of the work for reasons set forth in the general or special specifications.

ARTICLE III. COMPONENT PARTS OF THIS CONTRACT

This contract consists of the following component parts, all of which are as fully a part of it as if set out verbatim herein, or if not attached, as if the same were hereto attached, and are set forth in the order of precedence whereby the document with the higher order of precedence shall control in the case of a conflict.

1. Contract.
2. Specifications.
3. Plans.
4. Special provisions.
5. General conditions.
6. Addenda.
7. Notice to bidders.
8. Instructions to bidders.
9. Bid proposal.
10. Affidavit of organization and authority.
11. Full and complete list of subcontractors.
12. Bid Bond.
13. Contract or Performance Bond and also Labor and Materials Bond.

The contract documents form a complete unit and requirements called for by one are as binding as if called for by all. In case of conflict between plans and specifications, the specifications shall govern. Special provisions shall control over the

Wisconsin Department of Transportation Standard and General Conditions. Further, the more specific and more detailed descriptive information will take precedence over the general and less detailed description. In case of doubt, Contractor shall assume that Owner intends that the more complete method, system, or process is required. Any work, labor, materials or equipment that may reasonably be inferred from the Contract Documents as being required to produce a functionally complete Project or part thereof, will be supplied by the Contractor whether or not specifically stated in the Contract Documents. Reference to standard specifications, manuals, or codes of any technical society, organization, or association or to the laws or regulations of any governmental authority, whether such reference is specific or by implication shall mean the latest standard specifications, manual, code or laws or regulations in effect at the time of the opening of the bids (or the date of the Contract if no advertised bids), unless otherwise specifically stated. However, no provision of any standard specification, manual, or code shall be effective to change the duties or the responsibilities of the Owner, Contractor or Architect or any of their consultants, agents or employees from those set forth in the Contract Documents.

ARTICLE IV. PAYMENT FOR LABOR AND MATERIAL

The Contractor specifically agrees to pay for all claims for labor performed at rates at least equal to the wage scale on file with the City for this project (if applicable) and materials furnished, used or consumed in completing the foregoing contract together with all items enumerated in Section 779.14, Wis. Stats., as the obligation of the Contractor.

ARTICLE V. OBSTRUCTION OF STREETS

If the contractor shall in any manner obstruct a street or sidewalk, he shall put up and maintain barriers and lights to prevent accidents, and shall be liable for damages caused by failure to do so; and such contractor shall further be liable for all damages caused by the negligent digging up of streets, alleys, or public grounds or which may result from his carelessness in the prosecution of such work [Section 62.15(11), Wis. Stats.]. The contractor shall also be bound by any further requirements of the specifications on this point.

IN WITNESS WHEREOF the parties hereto have caused this instrument to be executed in quadruplicate on the day and year first above written.

Signing instructions for this contract and bonds:

For a **Corporation**: (1) President and secretary must sign; (2) Corporate seal must be affixed; (3) Two witnesses must sign.

For a **Partnership**: (1) Both or all partners must sign; (2) Two witnesses must sign.

For a **Sole Trader**: (1) Owner must sign; (2) Two witnesses must sign.

For a **Limited Liability Company** (1) The appropriate authorized individual must sign; (2) Two witnesses must sign.

Witnesses:

David Berg
Judy Zuberger

FRANCIS MELVIN INC.

James Melvin
 James Melvin, President

James Melvin
 James Melvin, Secretary

Affix Corporate Seal Here *None*

Witnesses:

Ashley Kline
Mary A. Goode

CITY OF WAUSAU, WISCONSIN

Katie Rosenberg
 Katie Rosenberg, Mayor

Kaitlyn A. Bernarde
 Kaitlyn A. Bernarde, City Clerk

Provision has been made to pay the liability that will accrue under this contract.

Date 4/22/23


Maryanne Groat, Finance Director

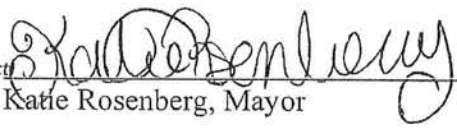
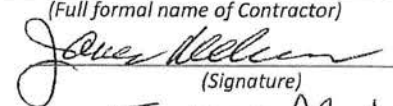
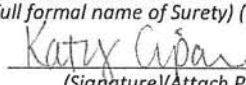
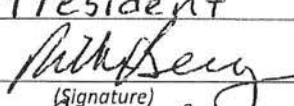
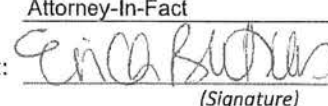
Approved as to form:

Date 4/17/23


Anne Jacobson, City Attorney


Asst City Atty

PERFORMANCE BOND

Contractor Name: Francis Melvin, Inc. Address (principal place of business): PO Box 646, Abbotsford, WI 54405	Surety Name: West Bend Mutual Insurance Company Address (principal place of business): 1900 South 18th Avenue West Bend, WI 53095
Owner Name: City of Wausau Mailing address (principal place of business): 407 Grant St Wausau, WI 54403-4737	Contract Description (name and location): 2023 Downtown Soil Disposal Project Contract Price: \$ 155,505.40 Effective Date of Contract: 03/13/2023
Bond Bond Amount: \$ 155,505.40 Date of Bond: 03/13/2023 (Date of Bond cannot be earlier than Effective Date of Contract) Modifications to this Bond form: ☒ None ☐ See Paragraph 16	
I hereby accept, approve and authorize these provisions.  Katie Rosenberg, Mayor 1 May 2023 Date	
Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Performance Bond, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.	
Contractor as Principal	Surety
Francis Melvin, Inc. (Full formal name of Contractor)	West Bend Mutual Insurance Company (Full formal name of Surety) (corporate seal)
By:  (Signature)	By:  (Signature) (Attach Power of Attorney)
Name: <u>James Melvin</u> (Printed or typed)	Name: <u>Katy Cipar</u> (Printed or typed)
Title: <u>President</u>	Title: <u>Attorney-In-Fact</u>
Attest:  (Signature)	Attest:  (Signature)
Name: <u>Rick Berber</u> (Printed or typed)	Name: <u>Erica Butkus</u> (Printed or typed)
Title: <u>Office Manager</u>	Title: <u>Customer Service Rep</u>
Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.	

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond will arise after:
 - 3.1. The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice may indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 will be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement does not waive the Owner's right, if any, subsequently to declare a Contractor Default;
 - 3.2. The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
 - 3.3. The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.
4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 does not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
 - 5.1. Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;
 - 5.2. Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;
 - 5.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or
 - 5.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

- 5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
 - 5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.
- 6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment, or the Surety has denied liability, in whole or in part, without further notice, the Owner shall be entitled to enforce any remedy available to the Owner.
 - 7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner will not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety will not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:
 - 7.1. the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
 - 7.2. additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and
 - 7.3. liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
 - 8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.
 - 9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price will not be reduced or set off on account of any such unrelated obligations. No right of action will accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.
 - 10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
 - 11. Any proceeding, legal or equitable, under this Bond must be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and must be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit will be applicable.
 - 12. Notice to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears.
 - 13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted therefrom and provisions conforming to such

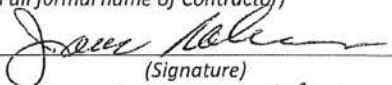
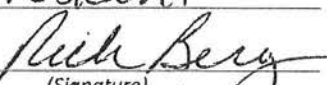
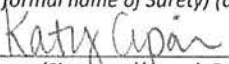
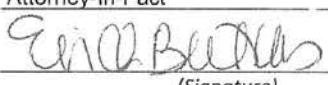
statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.

14. Definitions

- 14.1. *Balance of the Contract Price*—The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.
 - 14.2. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.
 - 14.3. *Contractor Default*—Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.
 - 14.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
 - 14.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.
16. Modifications to this Bond are as follows: **[Describe modification or enter "None"]**

Bond Number: 2538883

PAYMENT BOND

Contractor Name: Francis Melvin, Inc. Address (principal place of business): PO Box 646, Abbotsford, WI 54405	Surety Name: West Bend Mutual Insurance Company Address (principal place of business): 1900 South 18th Avenue West Bend, WI 53095
Owner Name: City of Wausau Mailing address (principal place of business): 407 Grant St Wausau, WI 54403-4737	Contract Description (name and location): 2023 Downtown Soil Disposal Project Contract Price: \$ 155,505.40 Effective Date of Contract: 03/13/2023
Bond Bond Amount: \$ 155,505.40 Date of Bond: 03/13/2023 (Date of Bond cannot be earlier than Effective Date of Contract) Modifications to this Bond form: ☒ None ☐ See Paragraph 18	
I hereby accept, approve and authorize these provisions.  Katie Rosenberg, Mayor Date	
Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Payment Bond, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.	
Contractor as Principal Francis Melvin, Inc. (Full formal name of Contractor) By:  (Signature) Name: James Melvin (Printed or typed) Title: President Attest:  (Signature) Name: Rick Berub (Printed or typed) Title: Office Mgr	Surety West Bend Mutual Insurance Company (Full formal name of Surety) (corporate seal) By:  (Signature)(Attach Power of Attorney) Name: Katy Cipar (Printed or typed) Title: Attorney-In-Fact Attest:  (Signature) Name: Erica Butkus (Printed or typed) Title: Customer Service Rep
Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.	

EJCDC® C-615, Payment Bond.

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1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond will arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond will arise after the following:
 - 5.1. Claimants who do not have a direct contract with the Contractor
 - 5.1.1. have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
 - 5.1.2. have sent a Claim to the Surety (at the address described in Paragraph 13).
 - 5.2. Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
 - 7.1. Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
 - 7.2. Pay or arrange for payment of any undisputed amounts.
 - 7.3. The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 will not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

8. The Surety's total obligation will not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond will be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Owner to the Contractor under the Construction Contract will be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfying obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
12. No suit or action will be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit will be applicable.
13. Notice and Claims to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, will be sufficient compliance as of the date received.
14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted here from and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.
15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.
16. Definitions
 - 16.1. *Claim*—A written statement by the Claimant including at a minimum:
 - 16.1.1. The name of the Claimant;
 - 16.1.2. The name of the person for whom the labor was done, or materials or equipment furnished;
 - 16.1.3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
 - 16.1.4. A brief description of the labor, materials, or equipment furnished;

- 16.1.5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
 - 16.1.6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
 - 16.1.7. The total amount of previous payments received by the Claimant; and
 - 16.1.8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.
- 16.2. *Claimant*—An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond is to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.
- 16.3. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.
- 16.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
- 16.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.
18. Modifications to this Bond are as follows: **[Describe modification or enter "None"]**



THE SILVER LINING®

Bond No. 2538883

POWER OF ATTORNEY

Know all men by these Presents, That West Bend Mutual Insurance Company, a corporation having its principal office in the City of West Bend, Wisconsin does make, constitute and appoint:

Katy Cipar

lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf as surety and as its act and deed any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of:

Ten Million Dollars (\$10,000,000)

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of West Bend Mutual Insurance Company at a meeting duly called and held on the 21st day of December, 1999.

Appointment of Attorney-In-Fact. The president or any vice president, or any other officer of West Bend Mutual Insurance Company may appoint by written certificate Attorneys-In-Fact to act on behalf of the company in the execution of and attesting of bonds and undertakings and other written obligatory instruments of like nature. The signature of any officer authorized hereby and the corporate seal may be affixed by facsimile to any such power of attorney or to any certificate relating therefore and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the company in the future with respect to any bond or undertaking or other writing obligatory in nature to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any said officer at any time.

In witness whereof, the West Bend Mutual Insurance Company has caused these presents to be signed by its president undersigned and its corporate seal to be hereto duly attested by its secretary this 17th day of August, 2021.

Attest Christopher C. Zwygart
Christopher C. Zwygart
Secretary



Kevin A. Steiner
Kevin A. Steiner
Chief Executive Officer/President

State of Wisconsin
County of Washington

On the 17th day of August, 2021, before me personally came Kevin A. Steiner, to me known being by duly sworn, did depose and say that he resides in the County of Washington, State of Wisconsin; that he is the President of West Bend Mutual Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation and that he signed his name thereto by like order.



Matthew E. Carlton
Matthew E. Carlton
Senior Corporate Attorney
Notary Public, Washington Co., WI
My Commission is Permanent

The undersigned, duly elected to the office stated below, now the incumbent in West Bend Mutual Insurance Company, a Wisconsin corporation authorized to make this certificate, Do Hereby Certify that the foregoing attached Power of Attorney remains in full force effect and has not been revoked and that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at West Bend, Wisconsin this 13th day of March, 2023.



Heather A. Dunn
Heather Dunn
Vice President - Chief Financial Officer

Notice: Any questions concerning this Power of Attorney may be directed to the Bond Manager at West Bend Mutual Insurance Company.

**100% PERFORMANCE BOND AND 100% LABOR AND MATERIALS BOND
MUST BE PROVIDED BY CONTRACTOR.**

Insert forms here; do not staple to page.

GENERAL CONDITIONS

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GENERAL CONDITIONS

1. DEFINITIONS

The Contract documents herein referred to as the **Contract** shall consist of the agreement, the plans and the specifications including all modifications thereof incorporated in the documents before their execution.

The **Owner**, the **Contractor** and the **Engineer** or **Architect** are those mentioned as such in the agreement. They are referred to in the Contract as if each were singular number and masculine gender.

The term **Engineer** or **Architect** shall refer to the **City Project Manager** or **Architect**, as **Engineer** or **Architect** for the **Owner**, acting personally or through his authorized assistant.

Written notice shall be deemed to have been duly served if delivered in person to the individual or to a member of the firm or officer of a corporation or if sent by registered mail to the last business address known to the party giving the notice.

The term **subcontractor** includes those having direct contract with Contractor and does include those who furnish special materials or devices prepared according to the plans and specifications but does not include those who furnish ordinary or "stock" materials.

The term **work** or **the work** shall refer to the labor, material, equipment, tools and other services or facilities required for the performance of the Contract.

2. EXECUTION AND INTENT OF DOCUMENTS

The Contract documents shall be signed in quadruplicate by the Owner and the Contractor. The Contract documents are complementary and what is called for by any shall be as binding as if called for by all. The intent of the documents is to include all labor, materials, equipment and transportation necessary for the proper execution of the work. Materials or work described in words which if so applied have a well-known technical or trade meaning shall be held to refer to such recognized standards.

3. PLANS, SPECIFICATIONS, AND INSTRUCTIONS

The Engineer or Architect will furnish to the Contractor without charge all copies of drawings and specifications reasonably necessary for the execution of the work. The Contractor shall keep one copy of all drawings and specifications on the works, in good order, available to the Engineer or Architect, the Owner, or their representatives. All drawings, plans, specifications and copies thereof furnished by the Engineer or Architect shall not be used on any other work and with the exception of the signed Contract shall be returned to the Owner at his request upon completion of the work. The Engineer or Architect shall furnish by means of drawings or otherwise such additional instructions as may be necessary for the proper execution of the work. Such drawings and instructions shall be consistent with the Contract documents.

4. MATERIALS, APPLIANCES, EMPLOYEES

Except as otherwise provided in the Contract documents, the Contractor shall furnish and pay for all materials, labor, tools, equipment, transportation, utilities and all other things required for the work. Unless otherwise specified, all materials shall be new and of good quality. The workmanship shall be first class and the Contractor shall not employ on the work any unfit person or any workman not skilled in the work assigned to him. The Contractor shall at all times enforce strict discipline and good order on the work.

In the event that any Architect, Contractor, Consultant, supplier, or any other person or entity for which the Contractor is responsible, fails to properly perform or otherwise hinders the Project's progress, the Contractor shall replace such person or entity as reasonably requested by the Owner in writing.

During the Construction portion of the Work, the Contractor shall conduct a regularly scheduled weekly progress meeting at the Project site with representatives of the various Subcontractors and suppliers and the Contractor shall record and issue minutes for each meeting to all attendees and the Owner within five (5) days of such meeting.

5. ROYALTIES AND PATENTS

The Contractor shall pay all royalties and license fees, shall defend all suits and claims for the infringement of any patent rights, and shall save the Owner harmless from loss or damage on account thereof. If the Contractor shall have information or knowledge that any process or article specified shall be an infringement of a patent, he shall immediately inform the Engineer or Architect.

6. LAWS AND REGULATIONS

All applicable laws of the City of Wausau, State of Wisconsin, and the United States of America and all regulations of the State Board of Health and the Industrial Commission of Wisconsin shall be considered as part of this Contract. The Contractor agrees to perform all work and conduct themselves in accordance with all OSHA Standards and other applicable regulations.

Further, The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities relating to the construction of the Project and applicable to performance of the Work.

7. SURVEYS AND PERMITS

The Owner shall furnish all surveys if requested and unless otherwise specified. Permits, licenses and easements for permanent structures shall be obtained by the Owner. The Contractor shall give all notices, pay all fees, and comply with all laws, ordinances, rules and regulations which apply to work of this class. If the Contractor shall perform any work contrary to such laws, ordinances, rules and regulations, he shall bear all costs arising therefrom.

8. INSPECTION OF WORK

The Engineer or Architect and his representatives shall at all times have access to the work wherever it is in preparation or progress and the contractor shall provide proper facilities for such access and for inspection.

If the specifications or other legally constituted authority shall require any work to be tested or approved, the Contractor shall notify the Engineer or Architect of its readiness for inspection, and if such inspection shall be by some agency other than the Engineer or Architect, of the date and time of such inspection.

Should any work be covered up without the approval of the Engineer, he may require the work to be uncovered for inspection at the expense of the Contractor. Re-examination of questioned work may be ordered by the Engineer, and if so ordered the work must be uncovered by the Contractor at Contractor's expense.

9. REJECTED OR DEFECTIVE WORK

Any equipment, material or supplies, whether incorporated in the work or not, shall be rejected by the Engineer or Architect for failure to comply with the specifications shall be promptly removed and replaced by the Contractor at no expense to the Owner. In such cases the Contractor shall make good at his expense any damage to the property of the Owner or the work of other contractors.

If the Contractor shall fail to remove such condemned work or materials within a reasonable period of time fixed by written notice, the Owner may remove them at the expense of the Contractor. If the Contractor does not pay the expense of such removal within ten days thereafter, the Owner may on ten days written notice sell such materials.

10. TERMINATION OF CONTRACT AND OWNERS RIGHT TO DO WORK

Termination for Default. In case of violation of any part of the Contract by the Contractor or failure on the part of the Contractor to perform the work as specified and within the time limit as established herein, the Owner may serve written notice to the Contractor of the intention to terminate the Contract.

Unless all violations shall have ceased and terminated and all work been made good in full compliance with the terms of these specifications within ten days following such written notice to the Contractor, the Owner may choose to terminate the Contract unless the Surety shall resume the fulfillment of the provisions of the contract and these specifications within 30 days thereafter, the Owner may take over the work and prosecute the same to completion. In such case the Contractor and his Surety shall be responsible to the Owner for any excess cost occasioned by the failure of the Contractor to complete the Contract.

Limitations on the Owner's Liability. In the event this Contract is properly terminated by the Contractor, or is otherwise materially breached by the Owner, the Contractor shall be limited to the following damages:

- 1 reimbursement of costs incurred to the date of termination or material breach of this Contract;
- 2 such post-termination or post-breach costs, including but not limited to demobilization and cancellation charges, as are reasonable and necessary to terminate work on this Contract; and
- 3 a reasonable profit for Work performed to the time of termination, calculated upon the two foregoing items.

In no event shall Contractor be entitled to anticipated but unearned profits or to any consequential or special damages whatsoever.

Suspension by the Owner for Convenience. The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine. The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in Section 12. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- 1 that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or
- 2 that an equitable adjustment is made or denied under another provision of the Contract.

Termination for Convenience. The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- 1 cease operations as directed by the Owner in the notice;
 - 2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work;
- and
- 3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

Subject to the limitations on Owner's liability above, in case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work performed up to the time of termination.

11. OWNERS RIGHT TO DO WORK

If the Contractor shall neglect to properly execute the work or to perform any provision of this Contract, the Owner may, without prejudice or any other remedy that he may have, take such steps as are necessary for the correction of the work and the protection of the rights of the Owner, and may deduct the cost thereof from any payments which may be due to the Contractor.

12. EXTENSION OF TIME

If the Contractor shall be delayed in the progress of the work by any fault of the Owner or by any causes beyond the Contractor's control, the time and completion may be extended for a reasonable length of time upon written application to the Owner and the written consent of the Owner thereto. Notwithstanding any implication to the contrary in the Contract, the Contractor shall not be entitled to any time extension for any delay that is the fault of any of its Subcontractors or suppliers, or their Sub-subcontractors or suppliers at any level.

13. USE OF COMPLETED WORK

The Owner shall have the right to take possession and use any completed or partially completed portions of the work, but such use shall not be deemed an acceptance of any work not completed in accordance with the Contract. If such use increases the cost or delays the work, the Contractor shall be entitled to such extra compensation and extension of time as the Engineer or Architect may determine.

14. WORK SCHEDULE

Begin work within 10 calendar days after the engineer issues a written notice to proceed.

The contractor shall submit an acceptable progress schedule within TEN DAYS after the award of the contract. The progress schedule shall include starting dates and expected completion dates for all of the work within the contract. The contractor shall allow within the schedule for the normal expected time delay for inclement weather. The progress schedule must be in detail showing timings of each individual phase.

The contractor shall complete the phases of construction within the dates and times specified. Should the contractor fail to do so, liquidated damages shall be paid to the City of Wausau as indicated in Article 41 until such work is completed as stipulated in the Instructions to Bidders.

15. CLAIMS FOR EXTRA COSTS

If the Contractor claims that any instructions or drawings or otherwise involve extra costs under this Contract, he shall give the Engineer or Architect and Board of Public Works written notice thereof within a reasonable time after receipt of such instructions, and in any event, before proceeding to execute the work. No such claims shall be valid unless so made.

16. EXTRA OR OMITTED WORK

The Owner may authorize changes in, additions to, or deductions from the work to be performed under this contract only in writing signed by the Board of Public Works. Payments for additional work or deductions for omitted work or changes shall be based wherever possible upon the unit price in the proposal, otherwise by written agreement between the Owner and the Contractor before such work is commenced. Additional changes for labor and materials may be made pursuant to Sec. 62.15(1a), Wisconsin Statutes.

The quantity of construction required by this Contract may be increased by an amount not to exceed fifteen percent of the original contract price, pursuant to Sec. 62.15(1c), Wisconsin Statutes.

17. UNAUTHORIZED WORK

Work done without line or grade or authorization from the Engineer or Architect, or any additional work over and above the provisions of this Contract which may be done without such written authorization from the Board of Public Works or agreement by the Owner, will not be paid for under the terms of this Contract. No other written or verbal instructions, advice or information of any kind on the part of any individual, officer or agent, either of the Engineer or Architect, or the Owner shall be so construed as to modify in any way the terms of the Contract or of these specifications.

18. PROTECTION OF WORK

The Contractor shall at all times be fully responsible for the protection of the work and shall at all times protect the property of the Owner and the property of others from damage in the performance of the work. The Contractor shall provide and maintain all necessary barricades, flares, signs, signals, and lights for the protection of the work and of the public.

Further, the Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract. Work.

The Contractor shall also take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to

- 1 employees on the Work and other persons who may be affected thereby;
- 2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and
- 3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

19. CLEANING UP

The Contractor shall at all times keep the premises reasonably clean and shall do all things necessary to promote the safety of employees as well as the public. Upon completion of any section of the work, the Contractor shall promptly clean up the street and restore as far as possible the original surface of the street. In case of failure on the part of the Contractor to properly clean up the street and reopen same for traffic, the Owner shall have the right to cause such work to be done and the cost thereof shall be deducted from any payments which may be due and owing to the Contractor.

20. STATE AND COUNTY HIGHWAYS

Whenever the work shall obstruct traffic on State or County arterial highways, the Contractor shall give sufficient notice in advance thereof to the Highway Department and obtain permission from said Highway Department for the prosecution of the work.

21. PAYMENT OF CONTRACTOR

The Owner will make partial payment to the Contractor on the basis of a Board of Public Works approved estimate for the work performed, but the Owner will retain 5% of the amount of such work estimate until substantial completion has been achieved and thereafter make payments pursuant to law. Final payment in full for all work performed will be made within 30 days following final acceptance of the work by the Owner. As a condition precedent to the payment of the monthly or final estimate to the Contractor, the Owner may require the Contractor to furnish proof that he has paid all wages and other current outstanding obligations incurred in connection with this work.

An acceptance of payment from Owner shall constitute a representation by the Contractor to the Owner that the completed Work is in accordance with the Contract Documents and that the Contractor is entitled to payment in the amount requested.

22. ENGINEER OR ARCHITECT

The Engineer or Architect shall have general supervision and direction of all work. He, with the Board of Public Works, shall decide all questions which may arise relative to the interpretation of the specifications or execution of the plans. He shall have authority to reject any work which fails to comply with the provisions of the contract and he shall have authority to stop the work on written notice at any time that in his judgment such stoppage of work may be necessary for the best interests of the Owner or upon failure of the Contractor to properly execute the provisions of the Contract. The Engineer or Architect shall make the final determination of quantities included in the finished work.

23. INDEMNITY, BONDS, AND INSURANCE

23.01 INDEMNIFICATION. To the fullest extent allowable by law, Contractor hereby indemnifies and shall defend and hold harmless the City of Wausau, its elected and appointed officials, officers, employees or authorized representatives or volunteers and each of them from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorneys' fees, costs, and expenses of whatsoever kind or nature whether arising before, during, or after completion of the work hereunder and in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part or claimed to be caused, occasioned, or contributed to in whole or in part, by reason of any act, omission, fault, or negligence, whether active or passive, of Contractor or of anyone acting under its direction or control or on its behalf in connection with or incident to the performance of this Agreement. Contractor's aforesaid indemnity and hold harmless agreement shall not be applicable to any liability caused by the sole fault, sole negligence, or willful misconduct of the City of Wausau, or its elected and appointed officials, officers, employees or authorized representatives or volunteers. This indemnity provision shall survive the termination or expiration of this Agreement.

In any and all claims against the City of Wausau, its elected and appointed officials, officers, employees or authorized representatives or volunteers by an employee of Contractor, any subcontractor, or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any subcontractor under Worker's Compensation Acts, Disability Benefit Acts, or other employee benefit acts.

No provision of this Indemnification clause shall give rise to any duties not otherwise provided for by this Agreement or by operation of law. No provision of this Indemnity clause shall be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity that would otherwise exist as to the City of Wausau, its elected and appointed officials, officers, employees or authorized representatives or volunteers under this or any other contract. This clause is to be read in conjunction with all other indemnity provisions contained in this Agreement. Any conflict or ambiguity arising between any indemnity provisions in this Agreement shall be construed in favor of indemnified parties except when such interpretation would violate the laws of the state in which the job site is located.

Contractor shall reimburse the City of Wausau, its elected and appointed officials, officers, employees or authorized representatives or volunteers for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any received by the City of Wausau, its elected and appointed officials, officers, employees or authorized representatives or volunteers.

23.02 PERFORMANCE AND PAYMENT BONDS.

a. Contractor shall furnish a performance bond and a payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of all of Contractor's obligations under the Contract. These bonds shall remain in effect until one year after the date when final payment becomes due or until expiration of the effective guarantee period set forth in Section 37, whichever is later.

b. All bonds shall be in the form of standard A312-2010 Performance and Payment Bond published by the AIA, or substantially equivalent forms acceptable to the Owner, and shall be executed by such sureties as are named in Circular 570, "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" (as may be amended and supplemented from time to time) of the U.S. Department of Treasury, Bureau of the Fiscal Service, Surety Bond Branch, <https://www.fiscal.treasury.gov/surety-bonds/circular-570.html>. Bonds signed by an agent or attorney-in-fact shall be accompanied by a certified copy of that individual's authority to bind the surety, showing that it is effective on the date the agent or attorney-in-fact signed the accompanying bond. The surety shall be duly licensed or authorized in the jurisdiction in which the project is located to issue bonds in the required amounts.

c. If the surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in the project location, or it ceases to meet the requirements of this section, Contractor shall promptly notify Owner and shall, within 20 days after the event giving rise to such notification, provide another bond and surety which complies with the provisions of this section.

23.03 INSURANCE REQUIREMENTS. Unless otherwise specified in this Agreement, the Contractor shall, at its sole expense, maintain in effect at all times during the performance of the Work, insurance coverage with limits not less than those set forth below with insurers and under forms of policies set forth below.

a. Worker's Compensation and Employers Liability Insurance - The Contractor shall cover or insure under the applicable labor laws relating to worker's compensation insurance, all of their employees in accordance with the law in the State of Wisconsin. The Contractor shall provide statutory coverage for work related injuries and employer's liability insurance with limits of \$1,000,000 each accident, \$1,000,000 disease policy limit, and \$1,000,000 disease each employee.

b. Commercial General Liability and Automobile Liability Insurance - The Contractor shall provide and maintain the following commercial general liability and automobile liability insurance:

Coverage - Coverage for commercial general liability and automobile liability insurance shall be at least as broad as the following:

1. Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 0001)
2. Insurance Services Office (ISO) Business Auto Coverage (Form CA 0001), covering Symbol 1 (any vehicle)

Limits - The Contractor shall maintain limits no less than the following:

1. General Liability - One million dollars (\$1,000,000) per occurrence (\$2,000,000 general aggregate if applicable) for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the project/location (with the ISO CG 2503, or ISO CG 2504, or insurer's equivalent endorsement provided to the City of Wausau or the general aggregate including product-completed operations aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability - One million dollars (\$1,000,000) for bodily injury and property damage per occurrence limit covering all vehicles to be used in relationship to the Agreement.
3. Umbrella Liability - Two million dollars (\$2,000,000) following form excess of the primary General Liability, Automobile Liability and Employers Liability Coverages. Coverage is to duplicate the requirements as set forth herein.

c. Required Provisions - The general liability umbrella liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The City of Wausau, its elected and appointed officials, officers, employees or authorized representatives or volunteers are to be given additional insured status (via ISO endorsement CG 2010, CG 2033, or insurer's equivalent for general liability coverage) as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises occupied or used by the Contractor; and vehicles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City of Wausau, its elected and appointed officials, officers, employees or authorized representatives or volunteers.
2. For any claims related to this project, the Contractor's insurance shall be primary insurance as respects the City of Wausau, its elected and appointed officials, officers, employees or authorized representatives or volunteers. Any insurance, self-insurance, or other coverage maintained by the City of Wausau, its elected and appointed officials, officers, employees, or authorized representatives or volunteers shall not contribute to it.
3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City of Wausau, its elected and appointed officials, officers, employees or authorized representatives or volunteers.
4. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. Each insurance policy required by this agreement shall state, or be endorsed to state, that coverage shall not be canceled by the insurance carrier or the Contractor, except after sixty (60) days (10 days for non-payment of premium) prior written notice by U.S. mail has been given to the City of Wausau.
6. Such liability insurance shall indemnify the City of Wausau, its elected and appointed officials, officers, employees or authorized representatives or volunteers against loss from liability imposed by law upon, or assumed under contract by, the Contractor for damages on account of such bodily injury (including death), property damage, personal injury, completed operations, and products liability.
7. The general liability policy shall cover bodily injury and property damage liability, owned and non-owned equipment, blanket contractual liability, completed operations liability with a minimum of a 24-month policy extension, explosion, collapse, underground excavation, and removal of lateral support, and shall not contain an exclusion for what is commonly referred to by the insurers as the "XCU" hazards. The automobile liability policy shall cover all owned, non-owned, and hired vehicles.
8. All of the insurance shall be provided on policy forms and through companies satisfactory to the City of Wausau, and shall have a minimum A.M. Best's rating of A- VII.

d. Deductibles and Self-Insured Retentions - Any deductible or self-insured retention must be declared to and approved by the City of Wausau. At the option of the City of Wausau, the insurer shall either reduce or eliminate such deductibles or self-insured retentions.

e. Evidences of Insurance - Prior to execution of the agreement, the Contractor shall file with the City of Wausau a certificate of insurance (Acord Form 25-S or equivalent) signed by the insurer's representative evidencing the coverage required by this agreement. Such evidence **shall include** an additional insured endorsement signed by the insurer's representative. Such evidence shall also include confirmation that coverage includes or has been modified to include all required provisions as detailed herein.

f. Responsibility for Work - until the completion and final acceptance by the City of Wausau of all the work under and implied by this agreement, the work shall be under the Contractor's responsibility care and control. The Contractor shall rebuild, repair, restore and make good all injuries, damages, re-erectations, and repairs occasioned or rendered necessary by causes of any nature whatsoever.

g. Sub-Contractors - In the event that the Contractor employs other contractors (sub-contractors) as part of the work covered by this agreement, it shall be the Contractor's responsibility to require and confirm that each sub-contractor meets the minimum insurance requirements specified above.

24. ASSIGNMENT TO CONTRACT

Neither party to the Contract shall assign the Contract or sublet it as a whole without the written consent of the other, nor shall the Contractor assign any monies due or to become due to him without the previous written consent of the Engineer or Architect.

25. RIGHT OF OTHER INTERESTS

Whenever work being done by the Owner's forces or by others is contiguous to work covered by this Contract, the respective rights of the various interests involved shall be established by the Engineer or Architect to secure the completion of the various portions of the work in general harmony.

26. SEPARATE CONTRACTS

The owner reserves the right to let other contracts in connection with this work. The Contractor shall afford other contractors reasonable opportunity for the execution of their work and shall properly connect and coordinate his work with theirs.

If any part of the Contractor's work depends for proper execution or results upon the work of any other Contractor, the Contractor shall inspect and promptly report to the Engineer any defects in such work that render unsuitable for such proper execution and results. Any discrepancies between the work of the Contractor and the work of others shall be promptly reported to the Engineer or Architect.

27. SUBCONTRACTS

The Contractor shall as soon as possible after the signing of the contract notify the Engineer or Architect in writing of the names of subcontractors proposed for the work and shall not employ any who is not approved by the Engineer or Architect. The Contractor shall be fully responsible for the acts and omissions of his subcontractors and of persons either directly or indirectly employed by them.

28. BENCHMARKS AND REFERENCE POINTS

The Contractor shall cooperate with the Engineer or Architect and other contractors in setting points and making measurements. Requests for line, grade or directions shall be made by the Contractor who shall allow the Engineer or Architect reasonable time for furnishing same. The Contractor shall carefully preserve all such reference points, bench marks and stakes, and in case of willful or careless destruction of such bench marks, reference points, or stakes, he may be charged with the resulting expense or replacement, and may be held responsible for any errors that may be caused by their unnecessary loss or disturbance.

29. AUTHORITY AND DUTIES OF CITY INSPECTORS

Inspectors will be required to inspect all work done and all materials furnished. Such inspection may extend to all or any part of the work and to the preparation, fabrication or manufacture of the materials to be used. The inspector is not authorized to revoke, alter or waive any requirements of the specifications, nor is he authorized to approve or accept any portion of the completed project. He is authorized to call the attention of the Contractor to any failure of the work or materials to conform to the minimum requirements of the specifications and the Contract. He shall have the authority to reject materials or suspend the work until any questions at issue can be referred to and decided by the Engineer. If the Contractor fails to suspend operations when so ordered in writing, the work done after such order is issued may be rejected without payment therefor, as determined by the City Project Manager.

The inspector shall in no case act as foreman or perform other duties for the Contractor, nor interfere with the management of the work by the latter. Any advice which the inspector may give the Contractor shall not be construed as binding the City of Wausau in any way, or releasing the Contractor from fulfilling all of the terms of the Contract.

It shall be the contractor's responsibility to ensure all materials and work performed under this contract meets the specifications. It is not the responsibility of the inspector to direct the contractor as to how the work shall be completed. The City shall accept no liability for any materials or work that does not meet specifications. Any materials or work found not meeting the specifications shall be replaced, corrected or reconstructed at the contractor's expense.

30. CORRECTION OF WORK AFTER FINAL PAYMENT

Neither the final payment nor any provision of the contract documents shall relieve the Contractor of the responsibility for negligence or faulty materials or workmanship within the extent and period provided by law and, upon written notice, he shall remove any defect due thereto and pay for any damage to other work resulting therefrom, which shall appear within three years after date of completion and acceptance.

31. SOURCE OF SUPPLY AND QUALITY

The specifications contemplate the use of new, high quality materials throughout the work, except as may specifically be provided elsewhere in the specifications, on the plans, or in the special provisions, incorporated in the work in such a manner as to produce completed construction which is workmanlike and acceptable in every detail.

Only previously tested and approved materials shall be incorporated into the work; however, some manufactured products, normally used in large quantities immediately upon or soon after delivery to the project, may with permission of the Engineer, be incorporated into the work before they have been tested when they are furnished from sources deemed by the Engineer to have a proven record of furnishing materials complying with specification requirements. The permitted use of an untested material shall not, however, be construed as implied approval of the material, and such use shall be at the Contractor's risk pending completion of subsequent tests made on representative samples of the material.

Fabricated materials obtained by the Contractor from commercial sources and the manufacturer and supplier thereof shall, at the Engineer's discretion, be subject to his approval before delivery of the material to the job site. Furthermore, the Contractor may be required to obtain material from another approved source, if it is determined that the product of a manufacturer or supplier is not of satisfactory uniformity of consistent quality.

In the case of materials obtained or produced from natural deposits, either commercially or by the Contractor, the Contractor shall obtain the Engineer's preliminary approval of the source.

The Contractor shall furnish samples as required, representative of the material proposed for the work, in sufficient time to permit testing as necessary to establish a basis for approval. Such samples shall be obtained under the observation of and with method approved by the Engineer. Tests will be made on these preliminary samples and reports rendered, but it is to be understood that such tests are for information only and that any preliminary approval based thereon shall not be construed as a guarantee of acceptance of any material which may be delivered later for incorporation into the work.

Only the materials actually delivered for the work shall be evaluated, and their acceptance or rejection will be based solely on the results of the tests prescribed in the specifications.

The Contractor shall assume full responsibility for the furnishing of uniform and satisfactory materials. When materials are obtained from local deposits, the Contractor shall be responsible for any losses or damages resulting from the opening and operation thereof, or from the failure of the deposit after development to produce acceptance materials.

32. PLANT INSPECTIONS

The Engineer may undertake the inspection of materials at the plant (point of manufacture or source of supply), if he deems it necessary or desirable, or he may designate another agency for the purpose. In the event plant inspection is undertaken, the following conditions shall be met: (A) The Engineer shall have the cooperation and assistance of the Contractor and producer; (B) The Engineer shall have free entry at all times that work of his concern is in progress, to such parts of the plant as may involve the manufacture or production of the materials being furnished; (C) If required by the Engineer, the Contractor shall arrange for acceptable working space in or near the plant for use by the inspector. Such space shall be independent of space by the material producer; (D) The Contractor shall give the Engineer sufficient advance notice of production schedules to permit making necessary arrangements; (E) Adequate safety measures shall be provided and maintained.

The right is reserved by the City of Wausau to retest or reinspect plant-inspected materials after delivery to the job site and to reject any which are found not to comply with the contract requirements.

33. SAMPLES AND TESTS

To ascertain if materials comply with contract requirements, samples shall, at the discretion of the Engineer, be taken at the source or at job destination, and as often as the Engineer deems it advisable or necessary. The taking of samples shall be in accordance with standard practices, except where methods and procedures for sampling a material are otherwise set forth in the specifications.

The Contractor shall furnish without charge all samples required by the Engineer and shall afford such facilities as may be required for collecting and forwarding them. The Contractor may be required to furnish, when requested by the Engineer, a written statement giving the origin, composition or process of manufacture of a material.

In lieu of taking tests, the Engineer may at his discretion in the case of commercial products accept the manufacturer's Certified Report of Test or Analysis or a Certificate of Compliance.

The samples for the tests or analyses reported on the Certified Report of Test or Analysis may be those normally obtained in a formal product quality control program or obtained to represent the specific lot of material furnished when no formal control program is in effect, or those required to be obtained by the specifications.

Unless otherwise provided in the contract, it shall be the intent of these specifications that conformity of materials to the specified requirements shall be at the time, or just prior to the time, they are incorporated into the work.

All tests shall be made in accordance with the methods described and designated herein or in the contract. References to ASTM specifications shall be understood to mean the Standards or Tentative Standards of the American Society for Testing Materials. References to AREA shall be understood to mean the American Railway Engineering Association, Construction and Maintenance Section, Association of American Railroads Manual. Reference to the AASHTO specifications shall be understood to mean the Standard or Interim Specifications for the American Association of State, Highway and Transportation Officials. Unless otherwise designated, references to various standard specifications and test methods shall be understood to mean the specification or test method which is current on the date of advertisement for bids.

The City of Wausau has on file in its Engineering Office copies of the above specifications which may be examined by contractors, bidders, or the suppliers of materials.

The results obtained on samples of materials furnished by the Contractor shall be available to the Contractor.

The City will conduct necessary testing and assume the cost thereof for materials to be used in construction. If the initial test indicates the material failed to meet specifications, the Contractor shall bear the cost of all further testing prior to approval of acceptable material. Once the material has been accepted, the City will conduct quality control tests to ensure compliance with the specifications. These tests will be paid for by the City until the project is completed or until the material fails to meet specifications and is therefore rejected by the Engineer.

The City of Wausau reserves the right to deduct from monies which are due or may become due the Contractor any costs incurred in the sampling and testing of materials not used under the contract.

34. STORAGE OF MATERIALS

Materials shall be so stored as to insure the preservation of their quality and suitability for the work. Stored materials, even though approved before storage, shall be subject to inspection prior to their use in the work and shall meet the requirements of the contract at the time they are used. Stored materials shall be located so as to facilitate inspection. Approved portion of the right-of-way not required for public travel may be used for storage purposes and for the placing of the Contractor's plant and equipment, but any additional space required shall be provided by the Contractor at his expense.

35. DEFECTIVE MATERIALS

All materials which are not in reasonably close conformity with the requirements of the specifications shall be considered defective and shall be rejected. Rejected materials shall be removed from the site of the work unless otherwise permitted by the Engineer. Any defective materials which have been subsequently corrected shall not be used or accepted until re-evaluated and approved by the Engineer. Materials which have been incorporated in the work and subsequently found to be defective, may with the permission of the Engineer, after his determination that reasonable acceptable work has been produced, be left in place. An appropriate adjustment will be made in the contract price for such materials or for the work in which such materials were incorporated.

36. TESTING

The City of Wausau reserves the right to take samples of Portland cement concrete being used on any of the work under this contract. Concrete needed for test cylinders, air or slump tests, shall be furnished by the Contractor without charge. Tests shall be taken as required by the Engineer. The tests will be made at the expense of the City. A minimum of 4,000 psi compressive strength shall be reached in 28 days of moist curing when tested in accordance with AASHTO Standard Methods. Failure to meet strength requirements shall result in rejection of the work.

37. GUARANTEE

By execution of his work, the Contractor guarantees that should any defect appear or develop resulting from or caused by the use of improper materials, equipment, careless or improper workmanship or construction, non-adherence to the specified line and grade, or from failure to comply with the foregoing specifications, the Contractor agrees to forthwith repair or cause the same to be corrected at his own expense, upon notification by the City, as set forth in the bond requirements. Surface scaling or spalling will be prima facie evidence of inferior materials or improper workmanship. In case the Contractor fails to make such repairs or corrections, or causes the same to be made within a reasonable time, the City shall make such corrections or repairs and collect the cost of the same from the bonding company of the Contractor in question. Effective period of guarantee shall be as required by the contract as specified in the Instructions to Bidders.

38. EQUAL OPPORTUNITY

During the performance of this contract, the Contractor agrees as follows:

(a) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

(b) In the event the Contractor subcontracts some or all of the work under this contract, the Contractor shall include the language contained in (a) above in such subcontract.

39. HOURS OF WORK

The Contractor will be allowed to work from 6:00 a.m. to 9:00 p.m. Monday through Friday.

40. WORK SUPERINTENDENCE

The contractor shall have at all times during the progress of construction, irrespective of the amount of work sublet, a competent full-time superintendent or a designated representative capable of reading and thoroughly understanding the plans and specifications, as his agent on the job site, who shall receive instructions from the engineer or his authorized representatives. The superintendent or designated representative shall have full authority to execute the orders or directions of the engineer without delay and to supply promptly such materials, tools, plant, equipment, and labor as may be required to properly perform the work.

41. LIQUIDATED DAMAGES:

Should the contractor fail to complete the work within the time set in the contract, or within such extra time as may have been allowed by extensions, there shall be deducted from any monies due or that may become due the contractor the sum of \$1,000 for each and every day that the work remains incomplete. This sum shall be considered and treated not as a penalty but as fixed, agreed and liquidated damages due to the City of Wausau from the contractor by reason of inconvenience to the public, added costs of engineering and supervision, and other items which have caused an expenditure of public funds resulting from its failure to complete the work within the time specified in the contract. Where any deductions from or forfeitures of payment in connection with the work are duly and properly declared or imposed against the contractor in accordance with the terms of this contract, state laws, or ordinances of the City of Wausau, the total amount thereof may be withheld from any money whatsoever due or to become due the contractor under the contract and when deducted shall be deemed and taken as payment in such amount. If the amount of liquidated damages due to the City of Wausau exceeds the amounts due to the contractor, the contractor then shall be required to pay the excess to the City of Wausau.

42. SURVEY MONUMENTS/MARKERS:

Any existing survey monument or marker, including Public Land Survey System monument, R/W monument or marker, or property corner monument, that is disturbed by the Contractor, shall be replaced (Chapter 236.32, Wis. Stats.) at the Contractor's expense. Disturbed monuments or markers shall be replaced by a Land Surveyor registered with the State of Wisconsin (Chapter 443.02(4), Wis. Stats.), and work shall be performed, and a map recorded, in compliance with Wisconsin Administrative Code Chapter A-E 7. Contractor shall contact a Land Surveyor prior to commencing work where a monument may be disturbed so necessary steps to preserve or reference the monument can be taken. The City may provide approximate coordinate locations of existing monuments, if available, to aid in replacement. However, special attention shall be given to A-E 7.03 which states in part, that the Surveyor "*shall acquire data necessary to retrace record title boundaries*", "*shall analyze the data and make a careful determination of the position of the boundaries*", and "*shall make a field survey, traversing and connecting monuments necessary for location*". Prior to the commencement of work by the Contractor, the City shall mark all known existing survey monuments or markers within the limits of the job site by lath, flag, or paint. Known monuments and markers will be shown on project plans in their found location, or shown on separate map or list provided to Contractor prior to start of project. The City shall be provided with documentation of any monuments that have been disturbed and replaced prior to receiving final payment.

43. CHOICE OF LAW, VENUE, JURISDICTION.

The Contract shall be governed by the law of the State of Wisconsin. Owner and Contractor each irrevocably and unconditionally: (a) agrees that any suit, action or other legal proceeding arising out of or relating to this Agreement shall be brought in the courts of record of the State of Wisconsin in Marathon County; (b) consents to the jurisdiction of such court in any such suit, action or proceedings; (c) waives any objection which it may have to the laying of venue of any such suit, action or proceeding in any of such courts; and (d) agrees that service of any court paper may be effected in such manner(s) as may be provided under applicable laws or court rules in the State of Wisconsin.

44. HAZARDOUS MATERIAL.

If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner and Architect in writing. The Contractor shall indemnify, defend, and hold harmless the Owner for the cost and expense the Owner incurs (1) for remediation of a material or substance the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under the Contract Documents, except to the extent that the cost and expense are due to the Owner's fault or negligence.

SPECIAL PROVISIONS
2023 Downtown Soil Disposal Project
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11.	Mobilization.....	34

SPECIAL PROVISIONS

1. General

Perform work under this construction contract for '2023 Downtown Soil Disposal Project' as plans show and execute the work as specified in these Special Provisions.

2. Scope of Work

The work under this contract shall consist of excavation, loading and hauling of contaminated soil to the Marathon County Landfill in Ringle, the excavation and stockpiling of both contaminated and clean soil on site, and the removal and stockpiling of concrete footings and foundations on site. The existing concrete slab will be removed by others prior to this project.

3. Prosecution and Progress

Work on this project can begin anytime after contract execution and must be completed by March 24, 2023.

4. Traffic Control

All streets shall remain open to traffic. The contractor will be responsible for all signing and flagman necessary to provide safe traffic flow during construction. Traffic control shall comply with Wisconsin Department of Transportation standard details and all applicable sections of the MUTCD. Temporary ramping will be required at most areas to maintain traffic access between prepping and paving. Ramping with gravel is acceptable.

Traffic Control will be considered incidental to the contract.

5. Environmental Protection

The contractor shall be responsible for all erosion control measures necessary to prevent soil from leaving the project site. Erosion control devices shall be in-place prior to excavation. The contractor shall be responsible for the clean-up of sedimentation due to construction.

Erosion control measures shall be in accordance with the Wisconsin DNR Storm Water Construction Technical Standards. Refer to WDNR's web page at <http://dnr.wi.gov/runoff/stormwater/techstds.htm>.

Place rubbish, trash, garbage, litter, or other material into sealed containers to prevent materials from leaving the project site through the action of wind or storm water discharge.

Take necessary steps to prevent soil tracking onto City streets, including sweeping.

6. Additional Contractor Responsibilities

Snow Plowing: The contractor shall be responsible for plowing snow and removing snow to access the work site. This shall be considered incidental to other items and no additional pay will be provided.

Erosion Control: Erosion control measures will be installed by others. During this contract, the contractor will be responsible for maintaining the erosion control measures in place. This shall be considered incidental to other items and no additional pay will be provided.

Capping/Abandoning Storm sewer and sanitary sewer lines: Any storm sewer or sanitary sewer lines that are encountered during excavation shall be capped at the excavation limits. This work shall be considered incidental to other items and no additional pay will be provided.

Coordination: Daily coordination with Engineer/Inspector

Health and Safety Plan: The contractor shall provide the Engineer with a Health and Safety Plan prior to start of work with contaminated materials.

7. Item 204.0196.S Removing/Stockpiling Concrete Column Footings and Foundations

Description:

This work shall include excavating, loading and stockpiling concrete column footings and foundations onsite. These are foundations used to support the columns for the former mall. The exact dimensions are unknown. This item shall cover all sizes.

Material:

The material is existing concrete.

Construction:

- A. Construction shall include excavating concrete column footings and foundations.
- B. Hauling and stockpiling footings/foudations

Measurement:

The City will measure this item per each concrete column footing or foundation removed. This shall be full payment regardless of size.

Payment:

The payment will be full compensation for providing excavating, hauling, stockpiling, and for all equipment, labor and incidentals necessary to complete the work.

8. Item 204.0197.S Removing/Stockpiling Concrete Foundation Wall and FootingsDescription:

This work shall include excavating, loading and stockpiling concrete wall and footings onsite. These are walls were used to support the former mall.

Material:

The material is existing concrete.

Construction:

- A. Construction shall include excavating concrete walls and footing
- B. Hauling and stockpiling walls and foundations

Measurement:

The City will measure this item per linear foot of wall and footing removed. The measurements shall be made on the top of the wall. This payment shall be full payment regardless of size of wall or footing.

Payment:

The payment shall be full compensation for providing excavating, hauling, stockpiling, and for all equipment, labor and incidentals necessary to complete the work.

9. Item 205.0600.S Contaminated Soil Excavation/HaulingDescription:

This work shall include excavating, loading and hauling contaminated soils from the site to the Marathon County Landfill in Ringle, WI. The City of Wausau will be paying the tipping fees to Marathon County Landfill directly.

Material:

The material to be hauled consists of historical fill. The Marathon County Landfill is aware contamination levels and has pre-approved accepting this material.

Construction:

- A. Construction shall include excavating all contaminated material in areas as shown on plans.

- B. Hauler needs to be WDNR licensed to transport contaminated soils as a solid waste transporter.
- C. Location and staking of soils will be provided by the Engineer

Measurement:

The City will measure the item Contaminated Soil Excavation/Hauling by the ton acceptably completed. Quantities will be based on weight slips provided by the Marathon County Landfill.

Payment:

The payment will be full compensation for providing excavating, hauling, and for all equipment, labor and incidentals necessary to complete the work. The City of Wausau shall be responsible for paying the tipping fees at the Marathon County Landfill.

10. Item 205.0700.S Stockpile Contaminated Soil Onsite, Item 205.0750.S Stockpile Clean Soil Onsite

Description:

This work shall include excavating, loading and stockpiling contaminated and clean soils onsite at locations as shown on the plans.

Material:

The material to be hauled consists of historical fill.

Construction:

- A. Construction shall include excavating all materials in areas as shown on plans.
- B. Stockpiling at locations as shown on plan
- C. Location and staking of soils will be provided by the Engineer
- D. Contaminated soil stockpile shall be covered with plastic on a daily basis

Measurement:

The City will measure these items by the cubic yard acceptably completed. Quantities will be based on measurements of the final stockpiles.

Payment:

The payment will be full compensation for providing excavating, hauling, stockpiling, covering, and for all equipment, labor and incidentals necessary to complete the work.

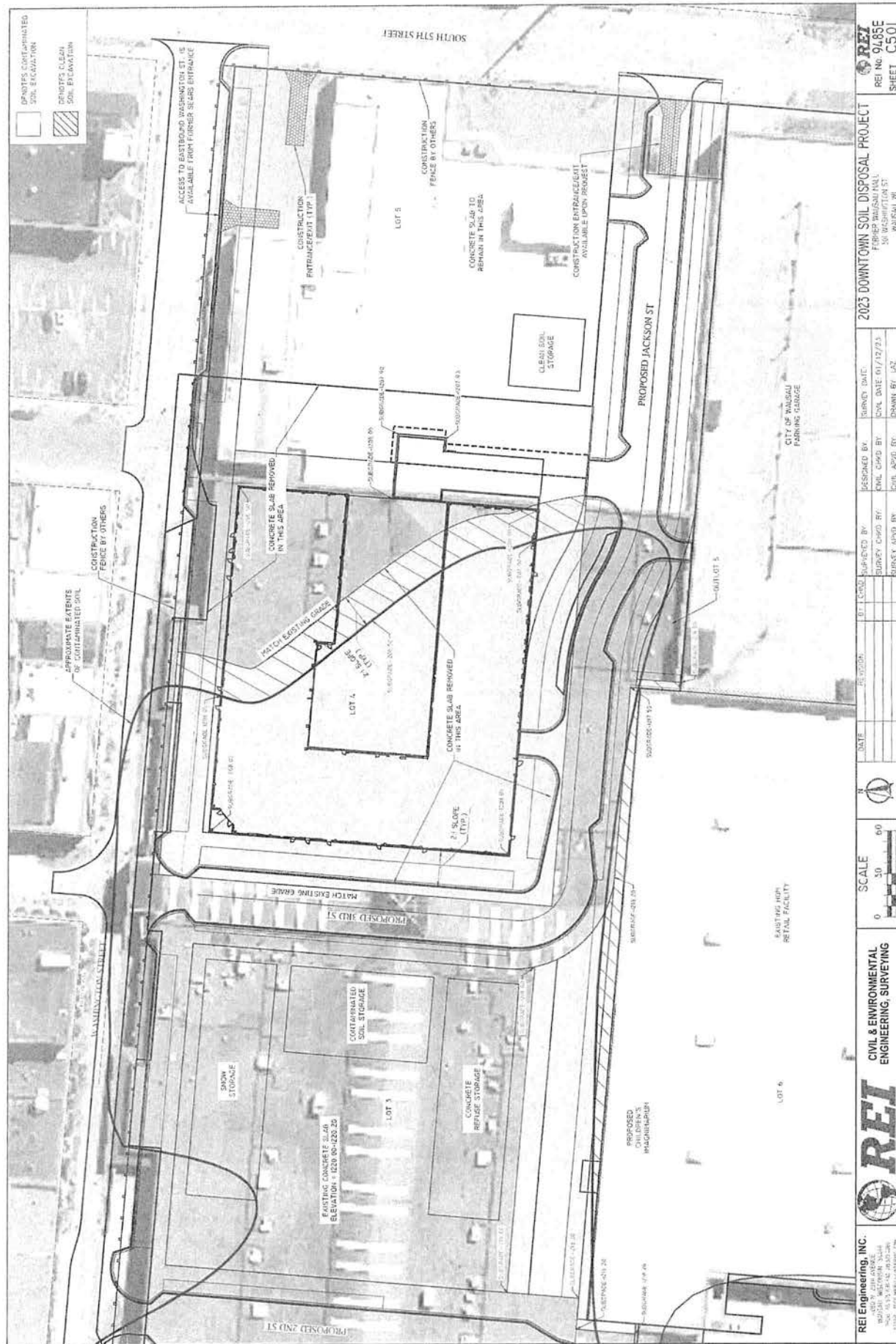
11. Mobilization

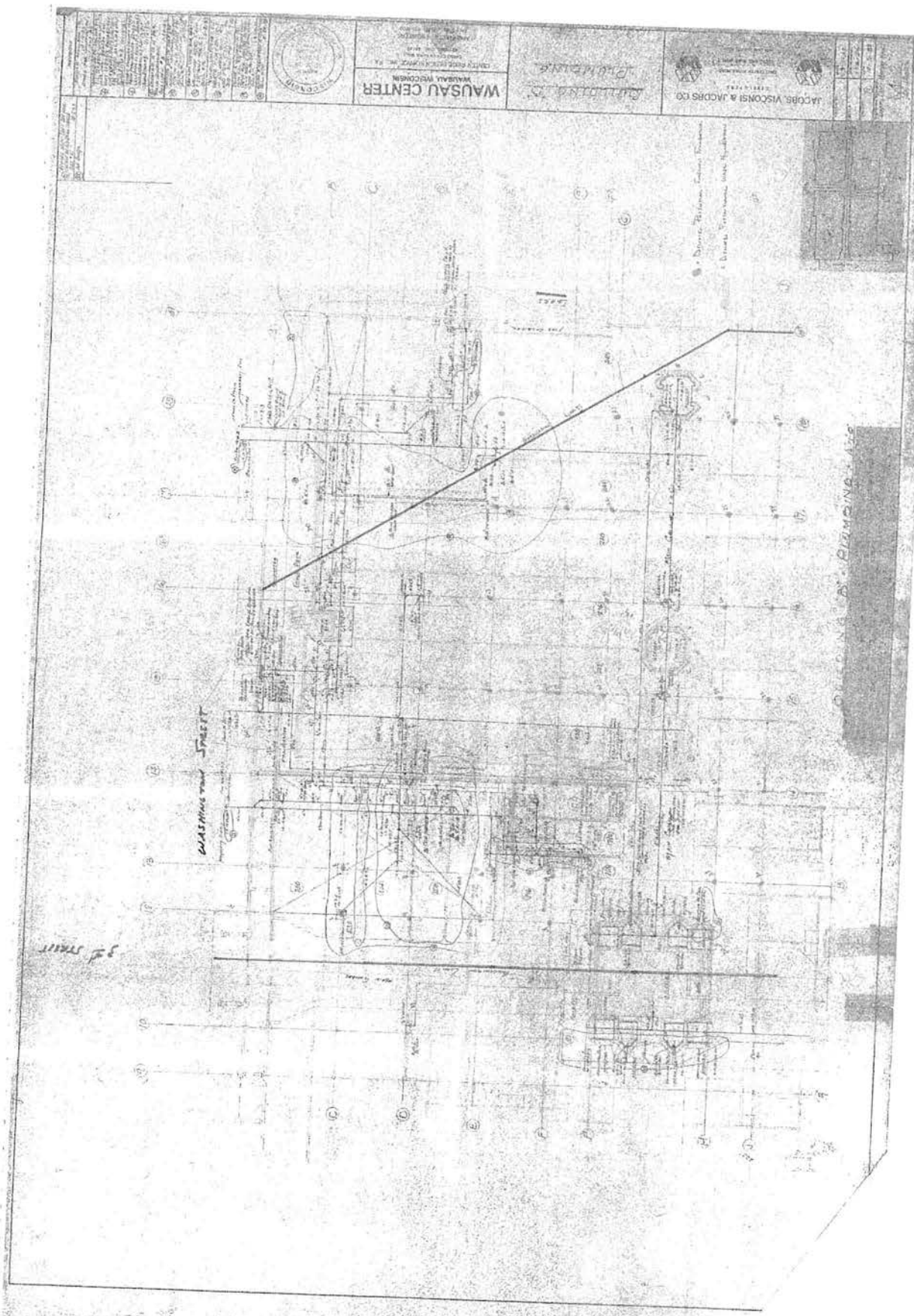
Comply with Section 619 of the Wisconsin Department of Transportation Standard Specifications, except as modified:

The City will consider all mobilizations incidental to the contract and no payment will be made.

APPENDIX

1. Downtown Soil Disposal Plan
2. Concrete Column, Wall, Footings Removals





BUILDING BY PLANNING 195

JACOBS VISCOSI & JACOBS CO
ARCHITECTS
1000 EAST WISCONSIN
MILWAUKEE, WISCONSIN 53211
TEL. 462-1111

PLANNING
BUILDING

WAUSAU CENTER
CENTRAL BUSINESS DISTRICT
WAUSAU, WISCONSIN



LEGEND
1. EXISTING BUILDINGS
2. PROPOSED BUILDINGS
3. EXISTING PARKING
4. PROPOSED PARKING
5. EXISTING STREETS
6. PROPOSED STREETS
7. EXISTING UTILITIES
8. PROPOSED UTILITIES
9. EXISTING LANDSCAPE
10. PROPOSED LANDSCAPE
11. EXISTING FENCES
12. PROPOSED FENCES
13. EXISTING SIGNAGE
14. PROPOSED SIGNAGE
15. EXISTING LIGHTING
16. PROPOSED LIGHTING
17. EXISTING TREES
18. PROPOSED TREES
19. EXISTING PLANTS
20. PROPOSED PLANTS
21. EXISTING SOIL
22. PROPOSED SOIL
23. EXISTING WATER
24. PROPOSED WATER
25. EXISTING SEWER
26. PROPOSED SEWER
27. EXISTING GAS
28. PROPOSED GAS
29. EXISTING ELECTRIC
30. PROPOSED ELECTRIC
31. EXISTING TELEPHONE
32. PROPOSED TELEPHONE
33. EXISTING CABLE
34. PROPOSED CABLE
35. EXISTING RAILROAD
36. PROPOSED RAILROAD
37. EXISTING HIGHWAY
38. PROPOSED HIGHWAY
39. EXISTING AIRPORT
40. PROPOSED AIRPORT
41. EXISTING MARINA
42. PROPOSED MARINA
43. EXISTING BOAT LIFT
44. PROPOSED BOAT LIFT
45. EXISTING FISHING PIER
46. PROPOSED FISHING PIER
47. EXISTING BEACH
48. PROPOSED BEACH
49. EXISTING SWIMMING POOL
50. PROPOSED SWIMMING POOL
51. EXISTING GOLF COURSE
52. PROPOSED GOLF COURSE
53. EXISTING TENNIS COURT
54. PROPOSED TENNIS COURT
55. EXISTING BASEBALL FIELD
56. PROPOSED BASEBALL FIELD
57. EXISTING SOFTBALL FIELD
58. PROPOSED SOFTBALL FIELD
59. EXISTING BASKETBALL COURT
60. PROPOSED BASKETBALL COURT
61. EXISTING VOLLEYBALL COURT
62. PROPOSED VOLLEYBALL COURT
63. EXISTING HOCKEY RINK
64. PROPOSED HOCKEY RINK
65. EXISTING ICE SKATING RINK
66. PROPOSED ICE SKATING RINK
67. EXISTING SKI LIFT
68. PROPOSED SKI LIFT
69. EXISTING SKI TRAIL
70. PROPOSED SKI TRAIL
71. EXISTING BIKE TRAIL
72. PROPOSED BIKE TRAIL
73. EXISTING HIKING TRAIL
74. PROPOSED HIKING TRAIL
75. EXISTING EQUESTRIAN TRAIL
76. PROPOSED EQUESTRIAN TRAIL
77. EXISTING CANOE TRAIL
78. PROPOSED CANOE TRAIL
79. EXISTING KAYAK TRAIL
80. PROPOSED KAYAK TRAIL
81. EXISTING FISHING TRAIL
82. PROPOSED FISHING TRAIL
83. EXISTING BOWFISHING TRAIL
84. PROPOSED BOWFISHING TRAIL
85. EXISTING TUBING TRAIL
86. PROPOSED TUBING TRAIL
87. EXISTING SNOWMOBILE TRAIL
88. PROPOSED SNOWMOBILE TRAIL
89. EXISTING CROSS-COUNTRY SKI TRAIL
90. PROPOSED CROSS-COUNTRY SKI TRAIL
91. EXISTING BACKCOUNTRY SKI TRAIL
92. PROPOSED BACKCOUNTRY SKI TRAIL
93. EXISTING SUMMER SKI TRAIL
94. PROPOSED SUMMER SKI TRAIL
95. EXISTING WINTER SKI TRAIL
96. PROPOSED WINTER SKI TRAIL
97. EXISTING SPRING SKI TRAIL
98. PROPOSED SPRING SKI TRAIL
99. EXISTING FALL SKI TRAIL
100. PROPOSED FALL SKI TRAIL

EXHIBIT B

MELVIN DEMAND LETTER



JAMES MELVIN TRUCKING INC.

FRANCIS MELVIN INC.

MATERIALS & SERVICES 715-223-4191

ACCOUNTING 715-223-8331

1022 East Spruce St. • P.O. Box 646 • Abbotsford, Wisconsin 54405

Wausau Engineering Department
407 Grant Street
Wausau, WI 54403

This letter is to request payment of \$155,505.40 (One-hundred fifty-five thousand, five hundred five dollars and 40/100) for the 2023 Downtown Soil Disposal Project. The entire contract amount is being requested since there are no materials that can be returned to a vendor as this contract was almost exclusively for equipment, trucks, and labor.

The preconstruction meeting was held on May 19th, 2023. We began to mobilize shortly after the preconstruction meeting and had equipment on site. Mobilization began in anticipation of the June 5th start date so we would complete the work by the July 12th completion date. We were requested to wait a few days after the June 5th start date to begin since there were some items to be finalized outside of our scope of work. On June 6th we were informed that the project would no longer be happening.

We did not bid on multiple other projects and had not accepted work that would occur during contract times in order to uphold our commitment to the contract with the City of Wausau. This is revenue that could not be replaced. Since most projects had been bid and awarded earlier in the year it was not possible to find other work and secure contracts within the time from the project being cancelled on June 6th to July 12th when we were contracted to complete the Downtown Soil Disposal Project. Even if this project is completed at a later date, the time that was allotted to complete the project passed with our trucks, equipment, and employees performing non-revenue producing tasks. That was time in the heart of a short construction season that is gone forever.

Eric Melvin

EXHIBIT C
FORM OF
MELVIN NOTICE OF CONTRACT TERMINATION

October __, 2023

(Via Registered Mail)
Francis Melvin, Inc.
1022 East Spruce Street
P.O. Box 646
Abbotsford, WI 54405

(Via Email: shanev@vanderlaw.net)
Mr. Shane J. VanderWaal
VanderWaal Law, S.C.
226411 Rib Mountain Drive, Suite 2
Wausau, WI 54401

Re: 2023 Downtown Soil Disposal Project
Our File No.: 5001.013

Dear Gentlemen:

This letter constitutes formal notice that the City of Wausau is hereby terminating the March 13, 2023 contract with Francis Melvin, Inc. for the 2023 Downtown Soil Disposal Project. Under the general conditions of the contract, the City has the right to terminate this contract for convenience. The contract provides as follows:

Termination for Convenience. The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall

1. cease operations as directed by the Owner in the notice;
2. take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
3. except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

Subject to the limitations on Owner's liability above, in case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work performed up to the time of termination.

Please note that the contract also contains the following:

Limitations on the Owner's Liability. In the event this Contract is properly terminated by the Contractor, or is otherwise materially breached by the Owner, the Contractor shall be limited to the following damages:

1. reimbursement of costs incurred to the date of termination or material breach of this Contract;
2. such post-termination or post-breach costs, including but not limited to demobilization and cancellation charges, as are reasonable and necessary to terminate work on this Contract; and
3. a reasonable profit for Work performed to the time of termination, calculated upon the two foregoing items.

In no event shall Contractor be entitled to anticipated but unearned profits or to any consequential or special damages whatsoever.

If you have any questions regarding this notice, please feel free to contact me directly.

Very truly yours,

Anne Jacobson
City Attorney

cc Joseph M. Mella, Esq. (Via Email)

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)
 Date brought back: August 28, 2023 (Hold Action)
 September 26, 2023 (Hold Action)
 October 10, 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

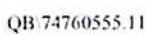


EXHIBIT B

GENERAL SITE PLAN

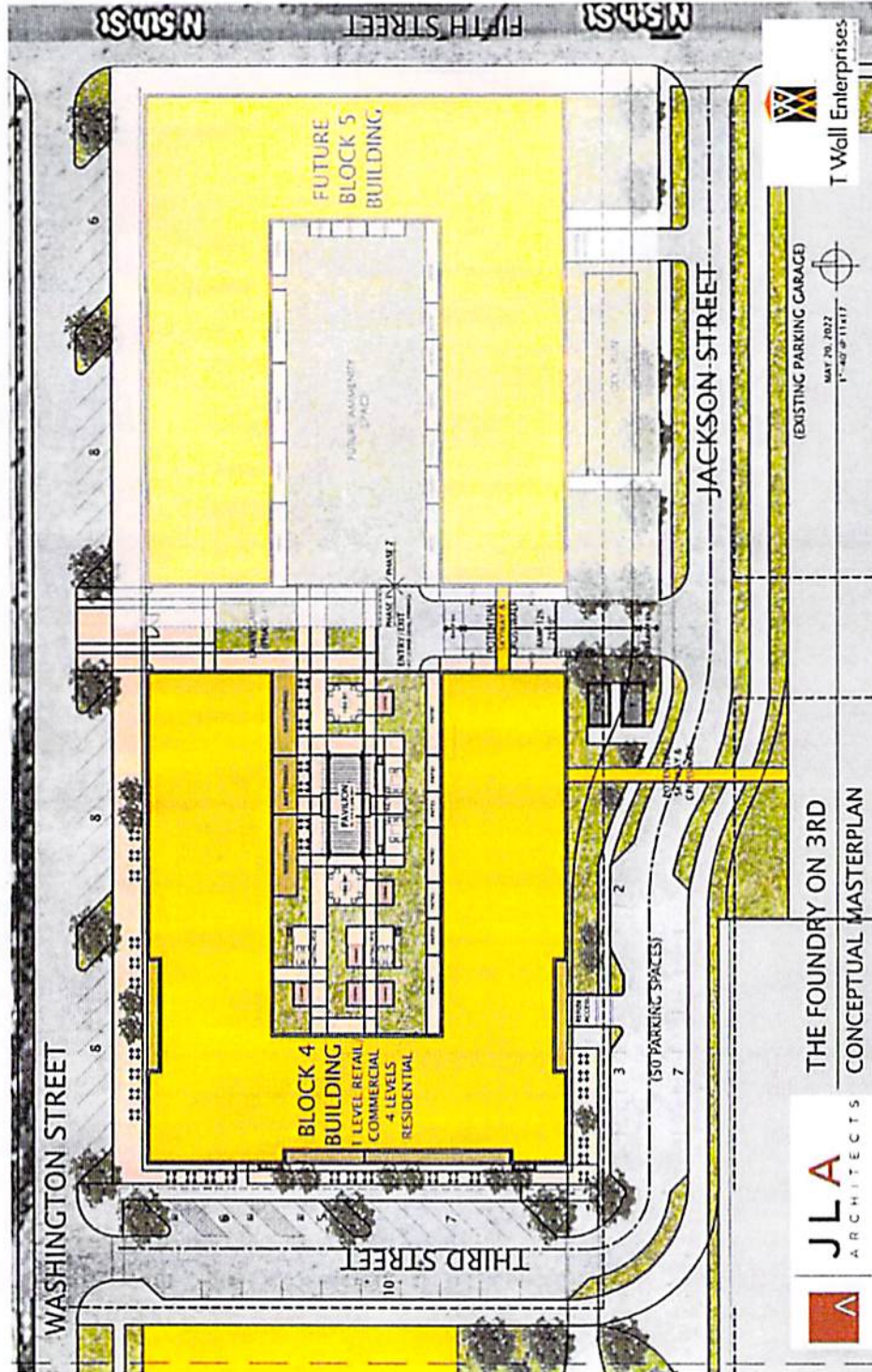


EXHIBIT C

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.]

COOPERATION AGREEMENT
(Wausau Center Mall)

THIS COOPERATION AGREEMENT (this “Agreement”) is made as of the 27th day of September, 2023 (the “Effective Date”), by and between the **CITY OF WAUSAU**, a Wisconsin municipal corporation (the “City”) and **WAUSAU OPPORTUNITY ZONE, INC.**, a Wisconsin corporation organized under Chapter 180 of the Wisconsin statutes (“WOZ”).

RECITALS

WHEREAS, the City and WOZ entered into that certain Purchase and Development Agreement dated as of January 17, 2020 (as amended to date, the “WOZ Development Agreement”; unless otherwise defined herein, capitalized terms shall have the meaning given thereto in the WOZ Development Agreement); and

WHEREAS, in connection with the redevelopment of the Mall Property, WOZ entered into a sale agreement (the “T. Wall Sale Agreement”) with an affiliate of T. Wall Enterprises Mgt, LLC (“T. Wall”) for a portion of the Mall Property generally known as Lot 4 of the Alexander Davis Plat (“Lot 4”); and

WHEREAS, the City and an affiliate of T. Wall, Foundry on 3rd Ph 1, LLC, a Wisconsin limited liability company (“Developer”), entered into a certain Development Agreement dated September 28, 2022 (the “T. Wall Development Agreement”) relating to the redevelopment of Lot 4 by Developer after Developer purchases Lot 4 from WOZ (the “T. Wall Development”); and

WHEREAS, in connection with the anticipated date of the commencement of street construction, the sale of Lot 4 from WOZ to Developer, and the development timeline contemplated in the T. Wall Development Agreement, the City entered into a contract with Melvin Companies (“Melvin”) for a project identified as the 2023 Downtown Soil Disposal Project (the “Melvin Contract”) to complete certain remediation activities for Lot 4 and other areas required under the WOZ Development Agreement, a copy of which Melvin Contract is attached hereto as Exhibit A; and

WHEREAS, due to the delay in the sale of Lot 4, the work contemplated by the Melvin Contract was suspended (the “Melvin Work Suspension”); and

WHEREAS, following the Melvin Work Suspension, the City received a certain demand letter from Melvin for payment under the Melvin Contract, a copy of such letter being attached hereto as Exhibit B (the “Melvin Demand Letter”); and

WHEREAS, Developer has requested that the City agree to an amendment to the T. Wall Development Agreement to allow for the later commencement of work on the T. Wall Development based on the now revised timeline for the start of construction by Developer; and

WHEREAS, the City is requiring this Agreement in connection with the requested amendment of the T. Wall Development Agreement, and WOZ agrees to enter into this Agreement to facilitate the same and to further its partnership with the City in the redevelopment of the Mall Property, including the anticipated T. Wall Development; and

WHEREAS, the City has the right to terminate the Melvin Contract for convenience in Section 10 thereof,

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement, the parties agree as follows:

1. Melvin Contract. Notwithstanding anything to the contrary in the WOZ Development Agreement, the parties hereto agree as follows:

a. City shall promptly terminate the Melvin Contract for convenience by delivering to Melvin a notice of termination in the form attached hereto as Exhibit C (the "Melvin Notice of Contract Termination"). City shall concurrently transmit to WOZ a copy of the Melvin Notice of Contract Termination.

b. Following the delivery of the Melvin Notice of Contract Termination, subject to the limitations provided in this Section 1, WOZ shall indemnify, defend and hold harmless the City and the City's alders/council members, agents, directors, officers, and employees from and against any and all losses, liabilities, damages, fines, penalties, costs and expenses of every kind and character, including reasonable attorneys' fees and court costs, incurred and expended by any such indemnified party, and occasioned by or associated with any claims, demands, causes of action, suits and/or enforcement actions including, without limitation, any administrative or judicial proceedings, ever asserted, threatened, instituted or requested by any person whatsoever (each a "Claim") arising out of the termination of the Melvin Contract, the Melvin Notice of Contract Termination, and the Melvin Demand Letter.

c. The parties hereto agree that City may submit the Melvin Demand Letter to WOZ as a Claim and tender the defense thereof to WOZ following the delivery of the Melvin Notice of Contract Termination and WOZ will accept such tender of defense and assume the same. WOZ shall use commercially reasonable efforts to obtain a full release of claims against the City from Melvin.

d. Following the tender of any Claim to WOZ pursuant to this Agreement, City will immediately suspend and cause to be suspended by any of its agents or insurers all efforts to defend against such Claim.

e. Upon assumption of the defense of a Claim, WOZ shall use commercially reasonable efforts to defend against same, including, but not limited to offering and making one or more payments in compromise of such Claim, paying reasonable costs arising from any termination for convenience, and retaining legal counsel and settling such Claim. City agrees to cooperate fully with WOZ with respect to WOZ's obligations in this Section 1,

including, but not limited to promptly providing WOZ with true and complete copies of all notices, correspondence, documentation and information relating to the Claim and making available any City staff member or representative at reasonable times for interviews and depositions.

f. WOZ's obligations and liability under this Section 1 shall be limited to the expenditure of funds up to an amount equal to the contract sum set forth in the Melvin Contract plus the amount of such reasonable attorneys' fees and court costs incurred by WOZ in defense and settlement of any Claim.

g. City may withdraw its tender of the defense of a Claim and WOZ shall have no further obligations under this Section 1 with respect to such a Claim, unless WOZ determines in its reasonable discretion that such withdrawal will materially and adversely affect the resolution of the Claim.

2. Soil Removal Increased Costs. WOZ shall be responsible for all incremental cost increases (if any) incurred by the City above the contracted sum set forth in the Melvin Contract (the "Soil Removal Increased Costs") for the work contemplated by the Melvin Contract (the "Soil Removal Work"). WOZ understands that the amount of the Soil Removal Increased Costs is not currently known as the Soil Removal Work needs to be rebid. Whether the amount of the Soil Removal Increased Costs shall be paid directly by WOZ or by the City and reimbursed by WOZ shall be at the City's option. Once known, the City shall inform WOZ of the amount of the Soil Removal Increased Costs and provide documentation of the same. If the City elects to have WOZ pay the Soil Removal Increased Costs directly, then, upon demand by the City, WOZ shall promptly pay such amount directly to the applicable contractor and shall provide the City with documentation of such payment. If the City elects to pay the Soil Removal Increased Costs, then WOZ will promptly reimburse the City for the same on demand, which demand shall be accompanied by documentation of such payment by the City.

3. Site Cap Work. WOZ shall be responsible for and pay directly, the following: (i) the replacement of the temporary Site Cap on and over 3rd Street and Jackson Street in compliance with the Site Cap Closure Plan (as modified) consisting of 3 inches of road base, (ii) the removal of such temporary replacement Site Cap in coordination with completion of the Soil Removal Work based on the new T. Wall Development timeline, and (iii) all Site Cap Closure Plan modifications, compliance documentation and report submittals related to Section 2 above. If the City is billed and pays for the costs WOZ has agreed to pay under this Section 3, WOZ will promptly reimburse the City for such costs on demand, which demand shall be accompanied by documentation of such payment by the City.

4. Communication Plan. In furtherance of the cooperation contemplated by the WOZ Development Agreement, and subject to any confidentiality requirements WOZ may have with its redevelopment partners (including T. Wall and its affiliates), WOZ agrees to use commercially reasonable efforts to provide the City with periodic updates with respect to the redevelopment of the Mall Property, including (i) providing the City in advance (to the extent practical) such information as WOZ reasonably believes will have a material impact on any financial commitment

the City has made pursuant to a development or similar agreement for the redevelopment of the Mall Property and that will require modifications to such agreements, and (ii) with respect to any commitment by the City to complete work under the WOZ Development Agreement (e.g. certain remediation activities set forth therein) and any commitment by the City to complete work under a development or similar agreement for the redevelopment of the Mall Property, providing the City with as much advanced notice as possible (to the extent practical) such information as WOZ reasonably believes may be required for the City to have in order for the City to prevent or reduce material increased costs for such work or prevent claims relating to such work. Information provided under this Section 4 shall be sent to the City via e-mail to the e-mail addresses set forth below:

E-mail addresses: Eric.Lindman@ci.wausau.wi.us
 Allen.Wesolowski@ci.wausau.wi.us
 Liz.Brodek@ci.wausau.wi.us
 Anne.Jacobson@ci.wausau.wi.us

The City may amend the above e-mail list from time to time by written notice to WOZ pursuant to the notice provisions set forth in the WOZ Development Agreement.

5. Miscellaneous.

- a. No Personal Liability. Under no circumstances shall any alderperson, council member, officer, official, director, attorney, employee or agent of the City or WOZ have any personal liability arising out of this Agreement, and no party shall seek or claim any such personal liability.
- b. 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.
- c. 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.
- d. 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.
- e. Conditional Effectiveness. The effectiveness of this Agreement is conditioned upon the City entering into the Developer-requested amendment to the T. Wall Development Agreement.

f. City Release. As consideration for WOZ to enter into this Agreement, except as expressly provided herein (including, without limitation, the indemnification provisions in Section 1 above), the City hereby irrevocably and unconditionally releases and forever discharges WOZ and WOZ's agents, directors, and officers from any and all claims or liabilities arising out of or in any way connected with the Melvin Work Stoppage under the Melvin Contract. The City is not releasing or waiving any rights or claims which may arise after this Agreement is executed or any claims for the sole purpose of enforcing the City's rights under this Agreement.

g. WOZ Release. As consideration for the City to enter into this Agreement, WOZ hereby irrevocably and unconditionally releases and forever discharges the City and the City's alders/council members, agents, directors, officers, and employees from any and all claims or liabilities arising out of or in any way connected with the Melvin Work Stoppage under the Melvin Contract. WOZ is not releasing or waiving any rights or claims which may arise after this Agreement is executed or any claims for the sole purpose of enforcing WOZ's rights under this Agreement.

h. No Admission. The City and WOZ recognize and agree that by entering into this Agreement, neither is admitting liability or wrongdoing and both specifically deny same. The parties agree that this Agreement and any information relating to its existence or the negotiations surrounding the Agreement may not be used as evidence in any subsequent proceeding except one in which any of the parties alleges a breach of this Agreement or one in which any of the parties elects to use the Agreement as a defense to any claim.

i. No Drafting Presumption. Each party acknowledges that the other has had the opportunity to be represented by counsel and has had the opportunity to contribute to the content of this Agreement, and accordingly, that no drafting presumption will arise against any party.

[SIGNATURE PAGE FOLLOWS]

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

WOZ:

WAUSAU OPPORTUNITY ZONE, INC.

By: _____

Name: _____

Title: _____

THE CITY

CITY OF WAUSAU

By: _____

Katie Rosenberg, Mayor

Attest: _____

Name: Kaitlyn Bernarde, Clerk

EXHIBIT A
MELVIN CONTRACT

[Attach to this cover page]

OMITTED FOR BREVITY

EXHIBIT B

MELVIN DEMAND LETTER



JAMES MELVIN TRUCKING INC.

FRANCIS MELVIN INC.

MATERIALS & SERVICES 715-223-4191

ACCOUNTING 715-223-6331

1022 East Spruce St. • P.O. Box 646 • Abbotsford, Wisconsin 54405

Wausau Engineering Department
407 Grant Street
Wausau, WI 54403

This letter is to request payment of \$155,505.40 (One-hundred fifty-five thousand, five hundred five dollars and 40/100) for the 2023 Downtown Soil Disposal Project. The entire contract amount is being requested since there are no materials that can be returned to a vendor as this contract was almost exclusively for equipment, trucks, and labor.

The preconstruction meeting was held on May 19th, 2023. We began to mobilize shortly after the preconstruction meeting and had equipment on site. Mobilization began in anticipation of the June 5th start date so we would complete the work by the July 12th completion date. We were requested to wait a few days after the June 5th start date to begin since there were some items to be finalized outside of our scope of work. On June 6th we were informed that the project would no longer be happening.

We did not bid on multiple other projects and had not accepted work that would occur during contract times in order to uphold our commitment to the contract with the City of Wausau. This is revenue that could not be replaced. Since most projects had been bid and awarded earlier in the year it was not possible to find other work and secure contracts within the time from the project being cancelled on June 6th to July 12th when we were contracted to complete the Downtown Soil Disposal Project. Even if this project is completed at a later date, the time that was allotted to complete the project passed with our trucks, equipment, and employees performing non-revenue producing tasks. That was time in the heart of a short construction season that is gone forever.

Eric Melvin

EXHIBIT C
FORM OF
MELVIN NOTICE OF CONTRACT TERMINATION

October __, 2023

(Via Registered Mail)
Francis Melvin, Inc.
1022 East Spruce Street
P.O. Box 646
Abbotsford, WI 54405

(Via Email: shanev@vanderlaw.net)
Mr. Shane J. VanderWaal
VanderWaal Law, S.C.
226411 Rib Mountain Drive, Suite 2
Wausau, WI 54401

Re: 2023 Downtown Soil Disposal Project
Our File No.: 5001.013

Dear Gentlemen:

This letter constitutes formal notice that the City of Wausau is hereby terminating the March 13, 2023 contract with Francis Melvin, Inc. for the 2023 Downtown Soil Disposal Project. Under the general conditions of the contract, the City has the right to terminate this contract for convenience. The contract provides as follows:

Termination for Convenience. The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall

1. cease operations as directed by the Owner in the notice;
2. take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
3. except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

Subject to the limitations on Owner's liability above, in case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work performed up to the time of termination.

Please note that the contract also contains the following:

Limitations on the Owner's Liability. In the event this Contract is properly terminated by the Contractor, or is otherwise materially breached by the Owner, the Contractor shall be limited to the following damages:

1. reimbursement of costs incurred to the date of termination or material breach of this Contract;
2. such post-termination or post-breach costs, including but not limited to demobilization and cancellation charges, as are reasonable and necessary to terminate work on this Contract; and
3. a reasonable profit for Work performed to the time of termination, calculated upon the two foregoing items.

In no event shall Contractor be entitled to anticipated but unearned profits or to any consequential or special damages whatsoever.

If you have any questions regarding this notice, please feel free to contact me directly.

Very truly yours,

Anne Jacobson
City Attorney

cc Joseph M. Mella, Esq. (Via Email)