



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 25, 2022 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			
Presentations:	Life Saving Award - Jim Hellrood (Police Chief Ben Bliven)		
	Greenhouse Gas Resolution (Sustainability, Energy & Environment Committee)		
	Bond Sale Update (Phil Cossan - Ehlers)		
Public Comment:	Pre-registered citizens for matters appearing on the agenda and other public comment.		
File #	CMT	Consent Agenda	ACT
22-1001	COUN	Minutes of previous meetings (10/11/22)	Placed on file
21-1107	CISM	Resolution Approving Assessor's Plat No. 7 (901 Townline Road, 1309 Torney Avenue, 1315 Torney Avenue and 1321 Torney Avenue)	Approved 4-0
21-1011	CISM	Resolution Approving Agreement for the Management and Maintenance of a Stormwater Facility (Apogee Wausau Group Inc. – 7500 Stewart Avenue)	Approved 4-0
22-1009	CISM	Ordinance Amending Section 10.20.080(a) designating no parking on both sides of Excelsior Drive south of Single Avenue	Approved 4-0
22-1012	CISM	Ordinance Amending Section 10.20.080(a) designating no parking here to corner on both sides of Single Avenue from a point 250 feet east of the crosswalk at Prospect Avenue back to Prospect Avenue	Approved 4-0
03-0716	CISM & PLAN	Joint Resolution Amending the Official City Map to establish the new exterior lines of the realignment of 28th Avenue from Hilltop Avenue to West Wausau Avenue	Approved 4-0 Approved 6-0
File #	CMT	Resolutions and Ordinances	ACT
22-1003		Mayor's Appointments	
22-0910	CISM	Resolution Approving easement agreement with Mathew W. Aschbrenner and Kristen H. Bagnall, k/n/a Kristen H. Aschbrenner for undeveloped City right-of-way adjacent to 1100 Highland Park Boulevard	Approved 3-1
20-0826	ED	Resolution Approving Second Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for Wausau East Riverfront	Approved 5-0
20-0826	ED	Resolution Approving Third Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for Wausau East Riverfront and rescinding the Second Amendment approved May 10, 2022	Approved 5-0
21-1109B	FIN	Resolution Approving and Adopting the Budget for professional services related to supplemental site investigation from GEI Consultants, Inc. at 1300 Cleveland Avenue and approving Proposal for Supplemental Site Investigation and U. S. Environmental Protection Agency Brownfields Clean up Grant Application (2/3 Vote Required)	Approved 4-0
12-0219	HR	Resolution Approving Amendment of Employee Handbook 4.07 – Protected Service Employees.	Approved 5-0
12-0219	HR	Resolution Approving Amendment to the Employee Handbook Section 8.04 – Vacation. Regular Part Time Employee Vacation Accrual	Approved 5-0
22-1010	HR & FIN	Joint Resolution Authorizing FLSA exempt employees in the Finance and Human Resources Department the ability to earn additional compensation during the Workday implementation	Approved 5-0 Approved 5-0
		Suspend Rules 12(A) Referral of Resolutions (2/3 vote required)	
99-1220	COUN	Resolution Approving City's Waiver of First Right of Refusal to Repurchase Property at 840 S. 62nd Avenue (Westside Warehousing of Wausau, LLC)	Pending
99-1220	COUN	Resolution Approving City's Waiver of First Right of Refusal to Repurchase Property at 7333 Stewart Avenue (Westside Real Estate, LLC)	Pending
Public Comment & Suggestions			

Adjournment

Signed by Katie Rosenberg, Mayor

Members of the public who do not wish to appear in person may view the meeting 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 10/21/22 @ 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) 261-6590 or ADAServices@ci.wausau.wi.us to discuss your accessibility needs. We ask your request be provided a minimum of 72 hours before the scheduled event or meeting. If a request is made less than 72 hours before the event the City of Wausau will make a good faith effort to accommodate your request.

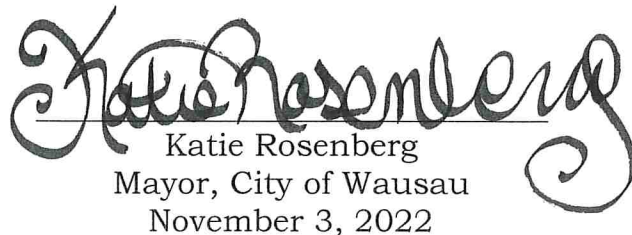
Proclamation

- WHEREAS,** Diwali is the “Festival of Lights” and symbolizes the victory of dharma, and good over evil, and is one of the most celebrated festivals for Hindus, Sikhs, Jains, and Buddhists; and
- WHEREAS,** the Wausau area is home to many with Asian Indian heritage; and
- WHEREAS,** more than one billion celebrants worldwide observe Diwali to mark the beginning of the Hindu New Year; and
- WHEREAS,** the US Congress passed unanimous resolutions starting in 2007, recognizing the religious and historical significance of Diwali; and
- WHEREAS,** Diwali is a time for dana (charitable giving) and seva (selfless service) by bringing light in the form of wisdom, knowledge, nourishment, and shelter in order to alleviate the tangible forms of suffering, such as hunger, disease, and poverty; and
- WHEREAS,** the shared Indian holiday of Diwali signifies a special time of peace and serenity, with the hope of building bridges of understanding and tearing down barriers of intolerance; now

THEREFORE, be it resolved that I, Katie Rosenberg, Mayor of the City of Wausau, do hereby proclaim October 24, 2022 as

Diwali

in the City of Wausau, State of Wisconsin, and I commend this observance to all citizens, so that they may recognize the religious and historical significance of Diwali, the Festival of Lights, and Diwali’s message of tolerance, compassion, and the victory of good over evil, which resonates with the American Spirit.



Katie Rosenberg
Mayor, City of Wausau
November 3, 2022



Proclamation

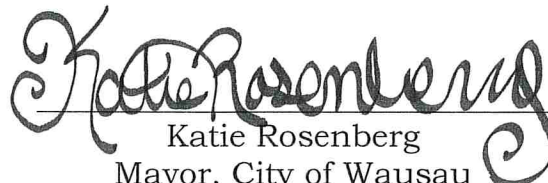
- WHEREAS,** Wausau is a community which acknowledges that a special vibrancy exists within the entire community when its individual citizens collectively “go the extra mile” in personal effort, volunteerism, and service; and
- WHEREAS,** Wausau is a community which encourages its citizens to maximize their personal contribution to the community by giving of themselves wholeheartedly and with total effort, commitment, and conviction to their individual ambitions, family, friends, and community; and
- WHEREAS,** Wausau is a community which chooses to shine a light on and celebrate individuals and organizations within its community who “go the extra mile” in order to make a difference and lift up fellow members of their community; and
- WHEREAS,** Wausau acknowledges the mission of Extra Mile America to create 550 Extra Mile cities in America and is proud to support “Extra Mile Day” on November 1, 2022; now

THEREFORE, be it resolved that I, Katie Rosenberg, Mayor of the City of Wausau, do hereby proclaim November 1, 2022 as

Extra Mile Day

in the City of Wausau, State of Wisconsin, and I commend this observance to all citizens, and urge each individual in the community to take time on this day to not only “go the extra mile” in his or her own life, but to also acknowledge all those who are inspirational in their efforts and commitment to make their organizations, families, community, country, or world a better place.




Katie Rosenberg
Mayor, City of Wausau
October 31, 2022



Proclamation

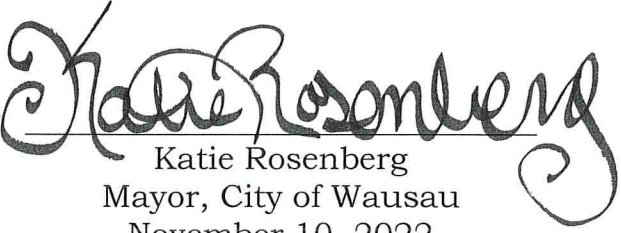
- WHEREAS,** throughout our history, loyal citizens from every corner of America have willingly assumed the duty of military life in conflicts worldwide, to ensure the citizens of the United States a life of democracy and freedom, to defeat terrorism and advance peace throughout the world; and
- WHEREAS,** tens of millions of Americans have served in the Armed Forces of the United States during the past century; and
- WHEREAS,** hundreds of thousands of Americans have given their lives while serving in the Armed Forces during the past century; and
- WHEREAS,** 43% of veterans are of racial and ethnic minorities, and in Wausau, we especially acknowledge the loyalty and sacrifice of the Hmong-Lao veterans, who fought alongside the American Forces during the Vietnam War; and
- WHEREAS,** we salute the members of the Armed Forces who are confronting our adversaries abroad and we honor the men and women who left America's shores but did not live to be thanked as veterans. They will always be remembered by our country; and
- WHEREAS,** their abiding patriotism and enduring devotion to the ideals on which the United States is founded can never fail to inspire us; and
- WHEREAS,** today our veterans inspire new generations of Americans as we work to defeat terrorism and advance peace throughout the world; and
- WHEREAS,** in respect for and recognition of the contributions our servicemen and women have made to the cause of peace and freedom worldwide we celebrate Veterans Day; now

THEREFORE, be it resolved that I, Katie Rosenberg, Mayor of the City of Wausau, do hereby proclaim November 11, 2021 as

Veterans Day

in the City of Wausau, State of Wisconsin, and I commend this observance to all citizens, so that they can celebrate the bravery and honor the contributions of our veterans to the principles of democracy, individual freedom, and human rights throughout history.




Katie Rosenberg
Mayor, City of Wausau
November 10, 2022

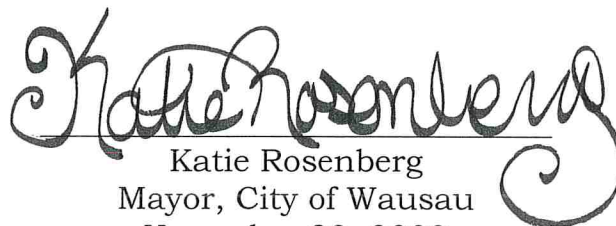
Proclamation

- WHEREAS,** the government of Wausau celebrates our local small businesses and the contributions they make to our local economy and community; and
- WHEREAS,** according to the United States Small Business Administration, there are 32.5 million small businesses in the United States, small businesses represent 99.7% of firms with paid employees, small businesses are responsible for 62% of net new jobs created since 1995, and small businesses employ 46.8% of the employees in the private sector in the United States; and
- WHEREAS,** 79% of consumers understand the importance of supporting the small businesses in their community on Small Business Saturday®, 70% report the day makes them want to encourage others to Shop Small®, independently-owned retailers, and 66% report that the day makes them want to Shop Small all year long; and
- WHEREAS,** 58% of shoppers reported they shopped online with a small business and 54% reported they dined or ordered takeout from a small restaurant, bar, or café on Small Business Saturday in 2021; and
- WHEREAS,** Wausau supports our local businesses that create jobs, boost our local economy, and preserve our communities; and
- WHEREAS,** advocacy groups, as well as public and private organizations, across the country have endorsed the Saturday after Thanksgiving as Small Business Saturday; now

THEREFORE, be it resolved that I, Katie Rosenberg, Mayor of the City of Wausau, do hereby proclaim November 26, 2022 as

Small Business Saturday

in the City of Wausau, State of Wisconsin, and I commend this observance to all citizens, to support small businesses and merchants on Small Business Saturday, and throughout the entire year.



Katie Rosenberg
Mayor, City of Wausau
November 23, 2022

Proclamation

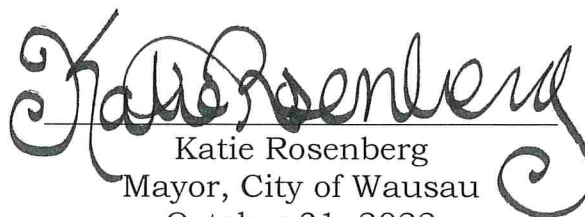
- WHEREAS,** the global charity Movember Foundation's vision is to have an everlasting impact on the face of men's health; and
- WHEREAS,** 1 in 8 men will be diagnosed with prostate cancer in his lifetime, and prostate cancer is more likely to develop in older men and African-American men. About 6 cases in 10 are diagnosed in men who are 65 or older; and
- WHEREAS,** testicular cancer is the most common cancer in males between the ages of 15 and 34; and the average age at the time of diagnosis of testicular cancer is about 33; and
- WHEREAS,** 1 in 4 adults in the U.S. will experience a mental health problem in any given year, and 75% of those who commit suicide are male; and
- WHEREAS,** "MOVING" can reduce the risk of heart disease, diabetes, and cancer by up to 50% and lower the risk of early death by up to 30%; and
- WHEREAS,** the city of Wausau joins communities across our nation to challenge men to grow a mustache or to make a commitment to get active and MOVE, both of which spark conversations and raise awareness for men's health; now

THEREFORE, be it resolved that I, Katie Rosenberg, Mayor of the City of Wausau, do hereby proclaim November, 2022 as

Movember

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




Katie Rosenberg
Mayor, City of Wausau
October 31, 2022

OFFICIAL PROCEEDINGS OF THE WAUSAU COMMON COUNCIL
held on Tuesday, October 11, 2022, in Council Chambers, beginning at 6:30 p.m.,
Council President Becky McElhaney as Acting Mayor presiding.

Roll Call

10/11/2022

Roll Call indicated 10 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	NV
11	Henke, Chad	YES

Presentations: Community Foundation, Community Marketing Specialist

Cheryl Wolken introduced herself as recently hired as the Wausau Area Marketing Specialist with the Community Foundation of North Central Wisconsin. She presented on the primary objectives and goals of this position. *Video available on YouTube:*
<https://www.youtube.com/watch?v=goruVFZ3m38>

Public Comment: Pre-registered citizens for matters appearing on the agenda

1. Amanda Patterson, 5509 Isaiah St, Weston, John Marshall School Principal, spoke against the designation of John Marshall School as a Historic Landmark. She invited the Council to the school's Centennial Celebration on Saturday, April 15, 2023.
2. Christine Martens, 1228 Arthur St, Historic Preservation Commission member, spoke in favor of the John Marshall School Historic designation in recognition of its architectural beauty and importance to the neighborhood.
3. Scott Seefeldt, 2007 Garth St, spoke in favor of the John Marshall School Historic Landmark designation.
4. Thomas Brown, 715 N 5th Ave, spoke against John Marshall School Historic Landmark designation.
5. Keith Hiltz, 415 Seymour St, Wausau School District Superintendent, spoke against John Marshall School historic designation for the future of education.
6. Rick Lafrombois, 549 Sturgeon Eddy Rd, spoke against John Marshall School historic designation and recommended they either table it or deny it.

Consent Agenda

10/11/2022

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

22-0901 Minutes of previous meetings (9/13/22 & 9/27/22)

04-1006 Resolution of the Finance Committee Approving the 2023 Operating Plan for Business Improvement District (BID) No. 1

22-1007 Resolution of the Plan Commission Approving Royal View Estates 1st Addition Plat

22-0108 Resolution of the Public Health & Safety Committee Approving or Denying Various Licenses as Indicated

22-1008 Resolution of the Wausau Water Works Commission Approving Agreement for Management of Pretreatment Requirements for Town of Stettin Users Discharging to the City of Wausau Wastewater Treatment Facility.

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

22-1004

10/11/2022

Motion by Rasmussen, second by Henke to adopt the Ordinance of the Capital Improvements & Street Maintenance Committee Repealing all existing parking ordinances on N. 3rd Street between E. Bridge Street and E. Wausau Avenue and amending Section 10.20.080(a) designating no parking on the west side of N. 3rd Street between E. Wausau Avenue and Chicago Avenue, no parking both sides of N. 3rd Street between Chicago Avenue and E. Bridge Street, and designating no parking here to corner on the east side of N. 3rd Street from a point 60 feet south of the crosswalk at E. Wausau Avenue back to E. Wausau Avenue.

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

22-1005

10/11/2022

Motion by Henke, second by Herbst Henke to adopt the Ordinance of the Capital Improvements & Street Maintenance Committee Amending Section 10.20.080(a) designating no parking on the north side of Grant Street beginning at the intersection of N. 7th Street extending east 210 feet.

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

22-1006 to Table

10/11/2022

Motion by Lukens, second by Herbst to table the Joint Ordinance of the Historic Preservation & Plan Commissions Amending Section 2.82.055 of the Wausau Municipal Code to include the designation of the John Marshall School, 1918 Lamont Street, as a local Historic Landmark for one month.

Lisa Rasmussen questioned in the referendum ask that just passed where the revenue was approved for upgrades to facilities throughout the district if there was funding requested for upgrades and retrofit at John Marshall in its existing building or was there plan at that time already to replace the structure.

Keith Hilts, Wausau School District Superintendent, stated there were some funds dedicated to John Marshall, but the School Board anticipated this conversation about possible restructuring, so they limited the investments at the elementary schools to either additions to deal with over capacity or with safety and security. Just the safety and security is designated for John Marshall at this point. Rasmussen questioned if there was a plan or a rendering of what a new building might look like, and Hilts responded that there was not.

Rasmussen commented it is a difficult decision because it is not just about money, but also about community engagement. She felt neighborhood schools matter and any kids ability to walk and bike to school matters. She did not think our neighborhood kids should have to be picked up by bus and shuttled somewhere else because their neighborhood school wasn't a practical option. She also believed community engagement needs to extend beyond 250 feet beyond the structure because people that may live a block away and may have a serious issue with it were never asked/notified for their input. She pointed out a similar situation with Grant Elementary School a couple years ago where it was to be demolished and combined with Lincoln Elementary. She indicated families from both schools were crying out about a lack of engagement and input, as well as feeling dismissed. She stated there needs to be a broader conversation about this and felt the Council should wait to take action for at least one month.

Gary Gisselman, representing Council on the Historic Preservation Commission, stated this process started earlier, possibly even last year. It went to the Plan Commission which gave the School Board seven months of feedback with regard to their plans, then it went back to Plan Commission and was forwarded to the Council. He felt there was ample opportunity for civic engagement from the beginning of the Plan Commission and the School Board administration knew this was coming. He believed the Historic Preservation Commission was fulfilling its obligation to safeguard our public spaces and buildings. John Marshall has been there for 100 years and is a historic building. He urged passage of this designation for this unique school building.

Carol Lukens indicated this school is in her district as well as close to where she lives, and residents of the neighborhood have told her they want the school to remain there. She indicated she has received more input in favor of the designation than against it. She questioned if the School District ever had plans to move students from John Marshall to Hawthorne Hills. Keith Hilts stated they had not, there may have been conversation but never an official plan. She agreed the residents of that neighborhood need to have more time to provide input and ask questions.

Vote to lay on table for a month:

Yes Votes: 6 No Votes: 4 Abstain: 0 Not Voting: 1 Result: PASS

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

10	Larson, Lou	NV
11	Henke, Chad	YES

12-101210/11/2022

Motion by Rasmussen, second by Herbst to adopt the Joint Resolution of the Human Resources & Finance Committees Authorizing health, dental, vision and supplemental insurance plan design for 2023.

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

Suspend the Rules10/11/2022

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

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

21-110910/11/2022

Motion by Watson, second by Lukens to adopt the Resolution of the Common Council Approving leaf baling equipment contract with Baumann Dairy Farm LLC.

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

21-1109A10/11/2022

Motion by Watson, second by Diny to adopt the Resolution of the Finance Committee Approving Modification of the 2022 Budget to Move Funds from Seal Coat Budget to Hot Mix Budget.

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

Public Comment or suggestions.

None.

Adjournment10/11/2022

Motion by Watson, second by Henke to adjourn the meeting. Motion carried unanimously. Meeting adjourned at 7:30 pm.

Becky McElhaney, Acting Mayor

Kaitlyn Bernarde, City Clerk

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

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

Approving Assessor's Plat No. 7 (901 Townline Road, 1309 Torney Avenue, 1315 Torney Avenue and 1321 Torney Avenue)

Committee Action: Approved 4-0

Fiscal Impact: None

File Number: 21-1107

Date Introduced: October 25, 2022

FISCAL IMPACT SUMMARY

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

RESOLUTION

WHEREAS, on November 23, 2021, the Common Council authorized an Assessor's Plat be completed by the City Surveyor at no cost to the property owners for 901 Townline Road, 1309 Torney Avenue, 1315 Torney Avenue and 1321 Torney Avenue; and

WHEREAS, a public hearing was held on January 13, 2022 before the Capital Improvements and Street Maintenance Committee for the purpose of discussing the proposed Assessor's Plat; and

WHEREAS, on January 25, 2022, the Common Council approved the city surveyor to prepare the Assessor's Plat; and

WHEREAS, no objections have been received by the State of Wisconsin or other persons during the 30-day period that the plat was on file; and

WHEREAS, your Capital Improvements and Street Maintenance Committee, at their October 13, 2022 meeting, reviewed and recommended approving Assessor's Plat No. 7.

NOW, THEREFORE, BE IT RESOLVED the Common Council of the City of Wausau does hereby approve Assessor's Plat No. 7 for the properties at 901 Townline Road, 1309 Torney Avenue, 1315 Torney Avenue and 1321 Torney Avenue.

BE IT FURTHER RESOLVED the City Clerk is directed to record the plat with the Marathon County Register of Deeds and furnish a copy of the final plat to effected property owners at no charge.
Approved:

Katie Rosenberg, Mayor

CAPITAL IMPROVEMENTS AND STREET MAINTENANCE COMMITTEE

Date of Meeting: October 13, 2022, at 5:15 p.m. in the Council Chambers of City Hall.

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

Also Present: Eric Lindman, Allen Wesolowski, TJ Niksich, Tara Alfonso, Cord Buckner, Lori Wunsch

Discussion and possible action on final approval of Assessor's Plat No. 7 (901 Townline Road, 1309 Torney Avenue, 1315 Torney Avenue, and 1321 Torney Avenue)

Torney Avenue is being reconstructed. When creating the plans, it was found the plat did not match up with the existing lots. An Assessor's Plat was created to fix the issue. Notices were sent out and no suits were filed, meaning there were no objections to the Assessor's Plat.

Rasmussen moved to approve. Seconded by Henke and the motion carried unanimously 4-0.

AGENDA ITEM

Discussion and possible action on final approval of Assessor's Plat No. 7 (901 Townline Road, 1309 Torney Avenue, 1315 Torney Avenue, and 1321 Torney Avenue)

BACKGROUND

An Assessor's Plat is a cooperative process between the surveyor and the residents to basically produce an "as-built" survey of the parcels, that is mutually agreed upon by all parties. Once completed, the parcels are forever referenced by their lot number on the Plat. A few key points in the Assessor's Plat process (also see attached flow chart):

- Assessor's Plat ordered by Common Council.
- Field survey of the area is performed, property lines staked with temporary monuments, and map drafted.
- Residents are notified by certified letter of opportunity to examine map and view temporary monuments.
- Any discrepancies in boundary lines are reconciled by surveyor.
- Once boundary lines are agreed upon by residents, boundary agreements are recorded.
- Plat filed with the City Clerk, then transmitted to Wisconsin DOA Plat Review.
- Once the plat is certified by DOA, City Clerk to publish Class 3 notice and plat shall remain on file for 30 days to allow residents to bring suit to have the plat corrected.
- Once suits, if any, are decided, plat is corrected, approved by common council, and recorded.

WMC Chapter 21.30 and Wisconsin Statute 70.27 allow for the Common Council to order an Assessor's Plat when:

"in the judgment of the governing body having jurisdiction, the description of one or more of the different parcels thereof cannot be made sufficiently certain and accurate for the purposes of assessment, taxation or tax title procedures without noting the correct metes and bounds of the same, or when such gross errors exist in lot measurements or locations that difficulty is encountered in locating new structures, public utilities or streets, such governing body may cause a plat to be made for such purposes."

FISCAL IMPACT

Engineering staff time used to do field work and prepare Assessor's Plat.

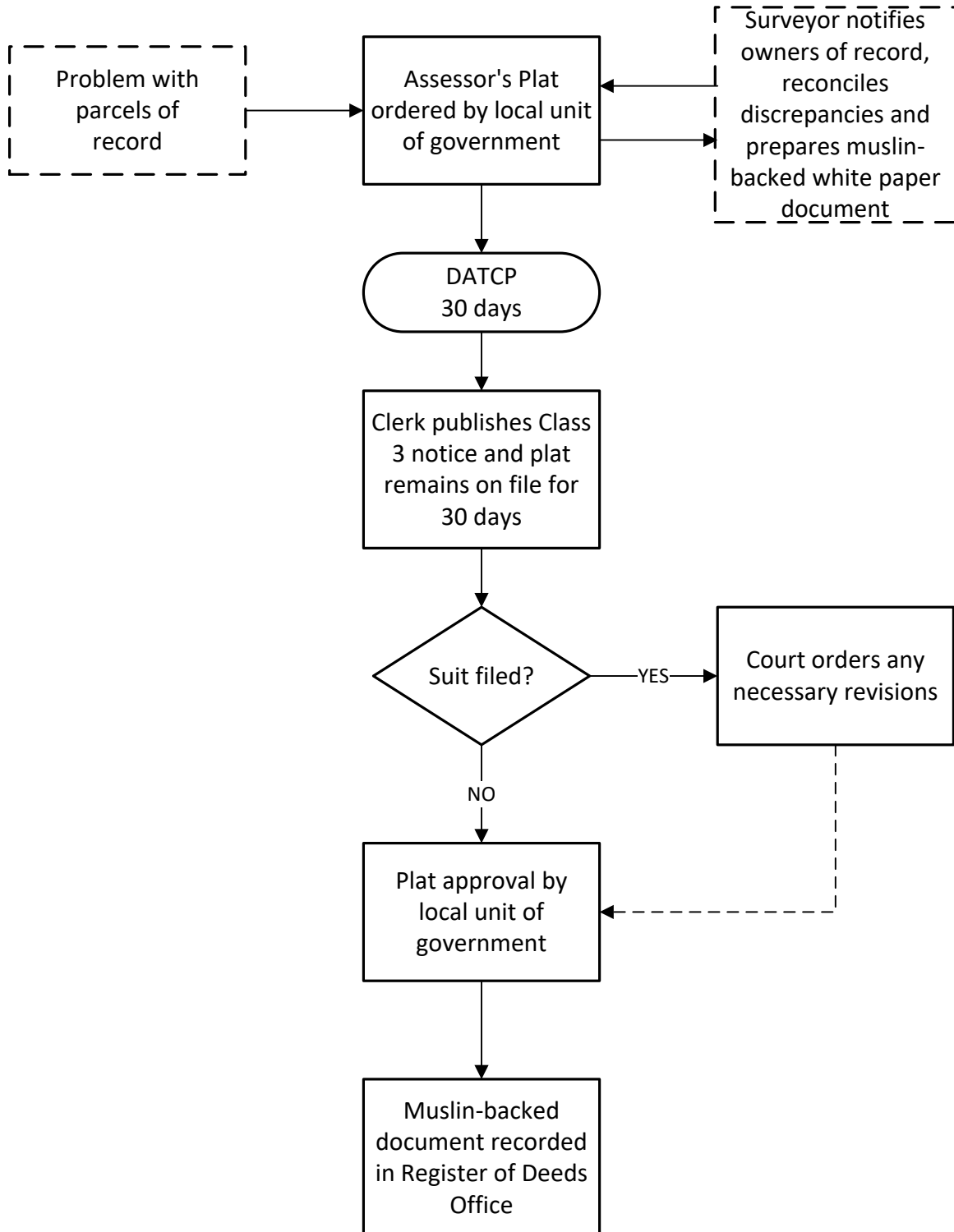
STAFF RECOMMENDATION

The DOA has approved the plat and no objections have been filed by the residents. Staff recommends final approval of the Assessor's plat.

Staff contact: Allen Wesolowski 715-261-6762

ASSESSOR'S PLATS

Assessor's Plat Process s. 70.27 Wis. Stats.



CITY OF WAUSAU ASSESSOR'S PLAT No. 7

PART OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 , SECTION 1 , TOWNSHIP28
NORTH,RANGE 7 EAST, CITY OF WAUSAU, MARATHON COUNTY, WISCONSIN.

Assessor's Plat Surveyor's Certificate

I, David F. Huempfner, Jr., Professional Land Surveyor, hereby certify: That I have surveyed, divided and mapped City of Wausau Assessor's Plat No. 7 by the direction of the City of Wausau, per Resolution #21-1107, dated 1/25/2022; that such plat correctly represents all exterior boundaries and each parcel therein; and that this land is located in the NW ¼ of the NE ¼, Section 1, Township 28 North, Range 7 East, City of Wausau, Marathon County, Wisconsin, containing 0.493 acres of land and described as follows:

Commencing at the North ¼ corner of said Section 1; thence N 89°34'37" E, along the North line of said Northeast ¼, 723.51 feet; thence S 00°58'03" E, 29.22 feet to the intersection of the South right-of-way of Townline Road and the West line of Certified Survey Map No. 494 recorded in the Office of Register of Deeds for Marathon County in Volume 2 of Certified Survey Maps on Page 244, the point of beginning;

Thence continuing S 00°58'03" E, along said West line, 326.84 feet to the North line of Certified Survey Map No. 801 recorded in the Office of Register of Deeds for Marathon County in Volume 3 of Certified Survey Maps on Page 271; thence S 89°44'57" W, along said North line, 62.00 feet to the Easterly right-of-way of Torney Avenue; thence N 13°54'24" W, along said Easterly right-of-way, 17.86 feet to the East right-of-way of said Torney Avenue; thence N 00°58'03" W, along said East right-of-way, 298.43 feet; thence N 44°59'53" E, along said Easterly right-of-way, 15.56 feet to said South right-of-way of Townline Road; thence N 89°39'05" E, along said South right-of-way, 54.81 feet to said West line of Certified Survey Map No. 494, the point of beginning.

That this plat is a correct representation of all the exterior boundaries of the land surveyed and each parcel thereof.

That I have fully complied with the provisions of Section 70.27 of the Wisconsin Statutes in filing this plat.

City of Wausau
Department of Public Works
Engineering Division
David F. Huempfner, Jr., S-2091
City Surveyor

STATE OF WISCONSIN)
) ss.
COUNTY OF MARATHON)

Personally came before me this _____ day of _____, 2022, the above-named David F. Huempfner, Jr., to me known to be the person who executed the foregoing instrument and acknowledged the same.

Lori Ann M. Wunsch
Notary Public, Wisconsin
My commission expires January 22, 2026

There are no objections to this assessor's plat with respect to applicable provisions of s. 236.15 and 236.20 Wis.Stats.

Certified August 1, 2022

Rene M. Doney
Department of Administration



Assessor's Plat Approval Certificate

Resolved, that the City of Wausau Assessor's Plat No. 7 in the City of Wausau, having been ordered by the Common Council and all notices required by s. 70.27 Wis. Stats. having been sent, and said plat having been on file in the office of the City Clerk for 30 days, and no suit for correction of said plat having been commenced, City of Wausau Assessor's Plat No. 7, is hereby approved by the Common Council.

Date Approved: _____

Katie Rosenberg, Mayor

Date Signed: _____

Katie Rosenberg, Mayor

Clerk's Certificate

I hereby certify that the foregoing is a copy of a resolution adopted by the Common Council of the City of Wausau.

Date Signed: _____

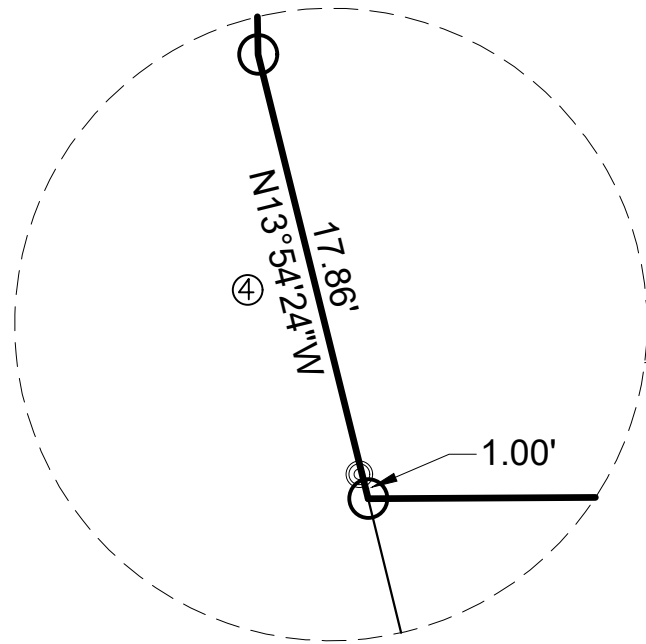
Kaitlyn A. Bernarde, Clerk

NOTES

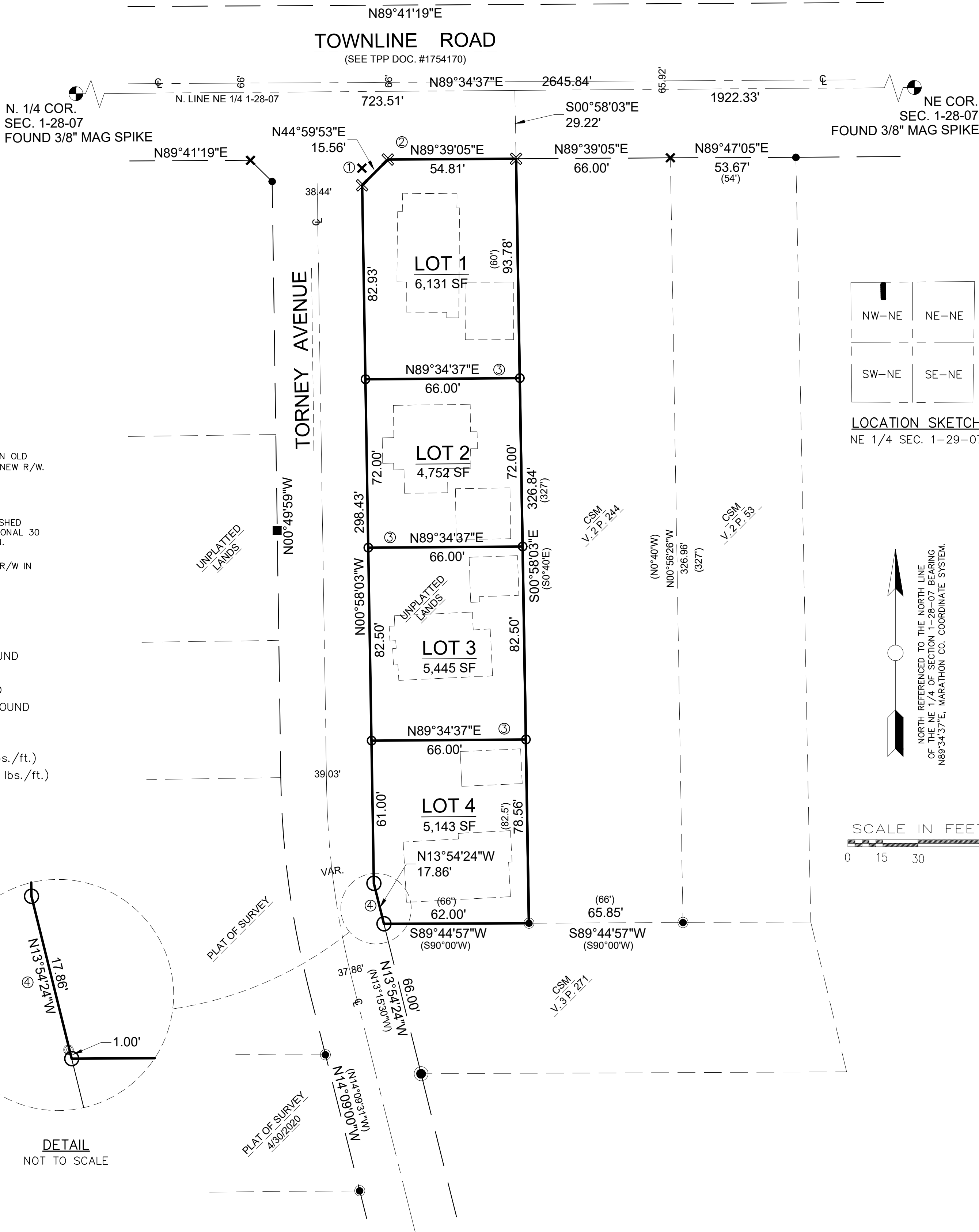
- ① CUT CROSS FOUND IS APPARENTLY A RESET OF AN OLD MONUMENT FROM TPP. NO LONGER VALID DUE TO NEW R/W.
- ② TPP USED TO ESTABLISH R/W FROM FOUND TPP MONUMENTS.
- ③ NORTH LINES OF LOTS 2, 3, AND 4 WERE ESTABLISHED PARALLEL TO NORTH SECTION LINE AND AN ADDITIONAL 30 FEET SOUTH OF DEED LOCATIONS PER OCCUPATION.
- ④ EXISTING BACK OF SIDEWALK USED TO ESTABLISH R/W IN THIS AREA.

LEGEND

- ⊙ 1/2" NOM. (0.8" O.D.) IRON PIPE FOUND
- 3/4" IRON ROD FOUND
- 1" NOM. (1.3" O.D.) IRON PIPE FOUND
- 1 1/4" NOM. (1.7" O.D.) IRON PIPE FOUND
- 1" SQUARE IRON ROD FOUND
- ✕ CROSS IN CONCRETE FOUND
- SET 3/4" x 18" IRON REBAR (1.50 lbs./ft.)
- SET 1 1/4" x 18" IRON REBAR (4.30 lbs./ft.)
- ✕ SET GROUND CROSS IN CONCRETE
- () RECORDED AS
- EXISTING BUILDING



DETAIL
NOT TO SCALE



BOUNDARY LINE AGREEMENT TABLE

I, the undersigned, hereby consent to the establishment of the boundaries of my land as surveyed and mapped by this Assessor's Plat and hereby consent to the lines shown hereon and the monuments marking my corners as a true representation of my property and that said boundaries shall be the true boundaries hereafter.

Lot	PIN	Address	Owner 1	Owner 2	Doc. No.	Date	Area	Signatures
1	291-2807-011-0986	901 Townline Rd.	FLIPPIN RENTALS LLC		1763287	7/31/2018	6,131 SF	-----
2	291-2807-011-0985	1309 Torney Ave.	KRAUS-WEITH, JEANNE M	WEITH, DANNY L	1128772	3/27/1998	4,752 SF	-----
3	291-2807-011-0984	1315 Torney Ave.	HANNIG, JURGEN	CZYZEWSKI, E ANN	1423977	9/27/2005	5,445 SF	-----
4	291-2807-011-0983	1320 Torney Ave.	TVK INCOME TRUST		1769910	11/9/2018	5,143 SF	-----

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

RESOLUTION OF THE CAPITAL IMPROVEMENTS & STREET MAINTENANCE COMMITTEE

Approving Agreement for the Management and Maintenance of a Stormwater Facility (Apogee Wausau Group Inc. – 7500 Stewart Avenue)

Committee Action: Approved 4-0

Fiscal Impact: None

File Number: 22-1011

Date Introduced: October 25, 2022

FISCAL IMPACT SUMMARY

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

RESOLUTION

WHEREAS, your Capital Improvements and Street Maintenance Committee met on October 13, 2022 to review the agreement and recommends approval of an Agreement for the Management and Maintenance of a Stormwater Facility for Apogee Wausau Group Inc., for stormwater facilities on their property at 7500 Stewart Avenue; now therefore

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

Approved:

Katie Rosenberg, Mayor

CAPITAL IMPROVEMENTS AND STREET MAINTENANCE COMMITTEE

Date of Meeting: October 13, 2022, at 5:15 p.m. in the Council Chambers of City Hall.

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

Also Present: Eric Lindman, Allen Wesolowski, TJ Niksich, Tara Alfonso, Cord Buckner, Lori Wunsch

Discussion and possible action on Stormwater Maintenance Agreement with Apogee Wausau Group Inc. at 7500 Stewart Avenue

Niksich stated this is the typical stormwater maintenance agreement. It is for an expansion at Linetec, and approval is recommended.

Henke moved to approve. Seconded by Diny and the motion carried unanimously 4-0.

AGENDA ITEM
Discussion and possible action on Stormwater Maintenance Agreement with Apogee Wausau Group Inc. at 7500 Stewart Avenue
BACKGROUND
Lintec is proposing to build a 26,600 sq ft building addition at 7500 Stewart Avenue. The proposed addition will consist of the building expansion, modifications to driveways and parking lots, landscaping, and stormwater facilities. The total land disturbance will consist of approximately 2.5 acres. To ensure properly functioning post-stormwater facilities year after year, the City requires the owner to sign a maintenance agreement, making the owner inspect and maintain the facilities on a biennial basis. The maintenance agreement is attached for your review.
FISCAL IMPACT
None
STAFF UPDATE
Staff recommends approval of the stormwater maintenance agreement.
Staff contact: TJ Niksich 715-261-6748

AGREEMENT FOR THE MANAGEMENT AND MAINTENANCE OF A STORMWATER FACILITY

THIS AGREEMENT made this 12th day of September, 2022, by and between the City of Wausau, a municipal corporation of the State of Wisconsin, hereinafter referred to as "CITY", and Apogee Wausau Group, Inc d/b/a Linetee, a corporation organized under the laws of the State of Wisconsin, hereinafter referred to as "OWNER";

WITNESSETH:

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

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

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

NOW, THEREFORE, the parties hereto agree as follows:

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

Recording Area

Name and Return Address

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

PIN:

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

OWNER:

By: [Signature]

By: [Signature]

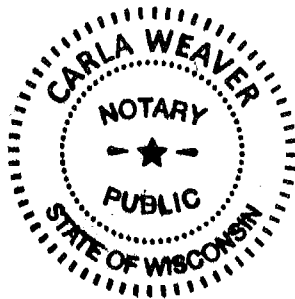
CITY OF WAUSAU:

By: Katie Rosenberg, Mayor

By: Kaitlyn Bernarde, Clerk

STATE OF WISCONSIN)
) ss.
COUNTY OF MARATHON)

Personally came before me this 12th day of September, 2022, the above-named Robert Kaduron and [Signature] of Apogee Wausau Group, Inc d/b/a Wnetec to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.



Carla Weaver
Notary Public, Wisconsin
My commission: May 25, 2026

STATE OF WISCONSIN)
) ss.
COUNTY OF MARATHON)

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

Notary Public, Wisconsin
My commission: _____

EXHIBIT B
Stormwater Management Facilities Maintenance Schedule & Procedures
For
Linetec Anodize Expansion
7500 Stewart Avenue
City of Wausau
Marathon County, WI

Property Legal Description:

Lot 1 of Certified Survey Map Number 17539, recorded in Volume 84, on Page 46, as Document Number 1722780, located in the Northeast 1/4 of the Northeast 1/4 and the Northwest 1/4 of the Northeast 1/4 and Southwest 1/4 of the Northeast 1/4, Section 36, Township 29 North, Range 6 East, City of Wausau, Marathon County, Wisconsin.

Responsible Party: Linetec

The Owner, their successors, and assigns, shall inspect and maintain the structural and non-structural measures that function to facilitate compliance with stormwater management

Maintenance Schedule and Procedures:

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

Maintenance and inspection shall be performed as follows:

- 1) DEBRIS: Removal of trash, debris, and noxious weeds should be done on a regular basis to maintain aesthetics and functionality of the water quality swales and culverts on the site.
- 2) STORM CULVERTS: Remove accumulated sediment and/or debris from the culverts on the site.
- 3) RIPRAP: Inspect riprap and replace as may be needed to maintain integrity and a clean appearance of riprap.
- 4) MOWING: Mow areas of green space to provide aesthetics and control weed growth.
- 5) VEGETATED SWALES: Maintain free-drainage within the water quality swales and drainage swales on the site.

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

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

Amending Section 10.20.080(a) designating no parking on both sides of Excelsior Drive south of Single Avenue

Committee Action: Approved 4-0

Ordinance Number:

Fiscal Impact: Minimal to install signs

File Number: 22-1009

Date Introduced: October 25, 2022

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

Add ()

Section 1. That Section 10.20.080(a) is hereby amended to read as follows:

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

....

Excelsior Drive

- **Both sides of the street south of Single 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:

Kaitlyn A. Bernarde, Clerk

CAPITAL IMPROVEMENTS AND STREET MAINTENANCE COMMITTEE

Date of Meeting: October 13, 2022, at 5:15 p.m. in the Council Chambers of City Hall.

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

Also Present: Eric Lindman, Allen Wesolowski, TJ Niksich, Tara Alfonso, Cord Buckner, Lori Wunsch

Discussion and possible action on parking restrictions on Excelsior Drive south of Single Avenue

Wesolowski met with the resident from 817 Single Avenue, which is on the corner of Single and Excelsior Drive. Excelsior Drive does not have curb and gutter.

Ryan Hawkins, 817 Single Ave, is having an issue with the park not having parking. People park in front of his driveway and he cannot get out. There are also parking issues when Bull Falls Brewery has events. When vehicles are parked here, semis cannot get through. They have to overturn and come into his yard. Semis have also taken out the stop sign. Wesolowski agreed that it is a difficult turn for semis and verified the stop sign has been knocked down.

Henke asked if he was the only house with a driveway onto Excelsior. Hawkins stated there are two residences and two business. Hawkins added there is no drainage and issues with flooding.

Larson would have a problem with this. He lives in a district where a lot of streets do not have curb and gutter and have the same problem of no drainage and people parking on the grass. He would hate to set a precedent. He feels there are other ways to rectify, such as calling PD or others have put up reflective poles. Hawkins said issues are more so across the street. People dump trash. Cars park there during Bull Falls events. Semis cannot get through and come through his yard. He has two little kids that like to play in the yard.

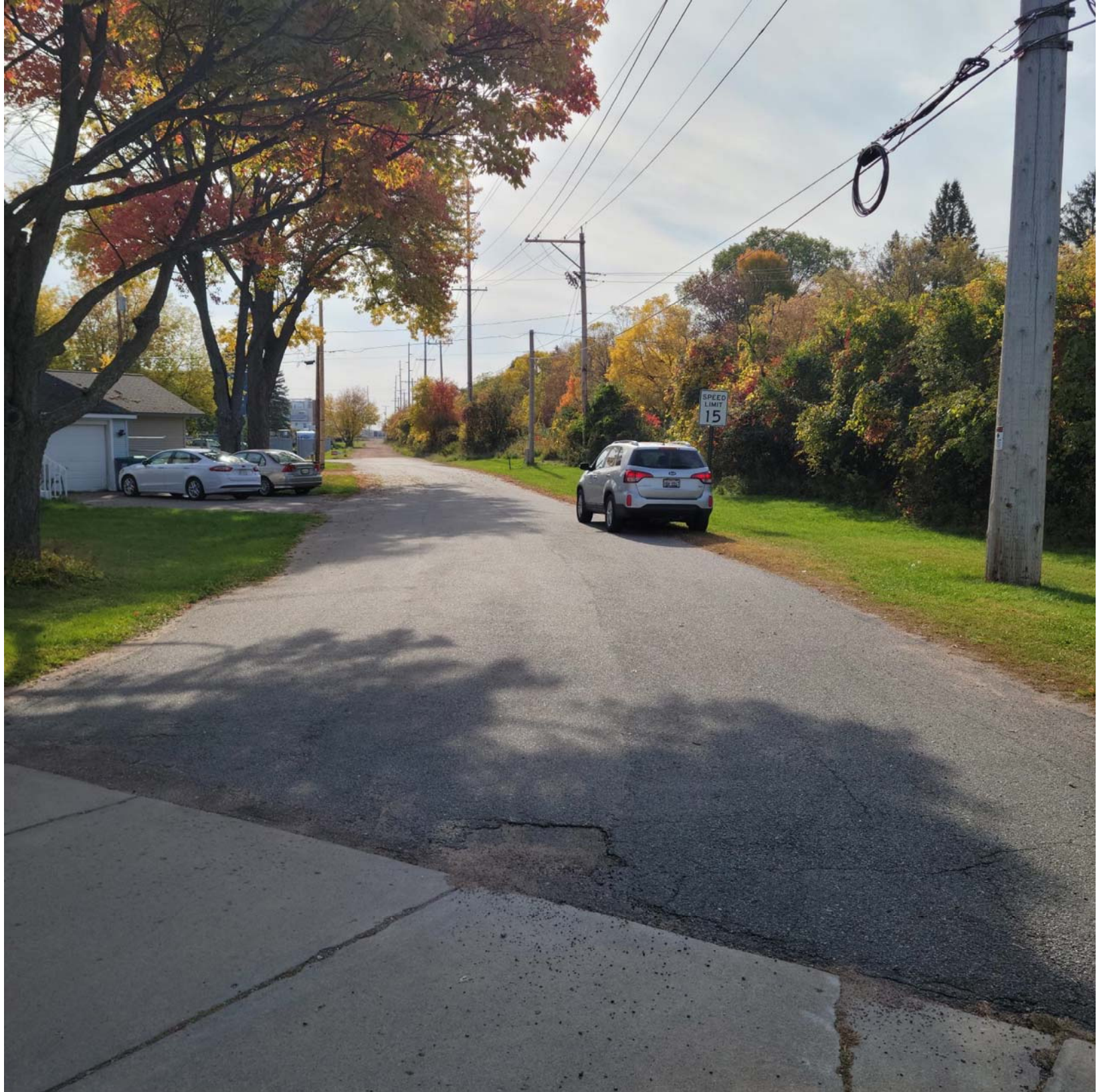
Rasmussen asked the width of the right-of-way. Wesolowski believes it is 20' to 24'. Rasmussen is concerned with the truck turning movements and impacts to the stop sign. If truck traffic cannot get through there would be the same trouble with snow removal. We have to be able to service the street and the residents have to be able to access their property. She would support restrictions because it is so narrow.

Henke asked if this would be just on the railroad side. Wesolowski noted the original request was to restrict parking on both sides.

Diny noted the grass strip in front of the sidewalk by the park and questioned if it would be easier to make parking for the park. The problem was probably invented by the design of the park. Rasmussen said it is a neighborhood park. Wesolowski added it was a remnant parcel that Community Development obtained. The thought was most people would walk to the park.

Henke moved to approve no parking on Excelsior Drive south of Single Avenue. Seconded by Rasmussen and the motion carried unanimously 4-0.

AGENDA ITEM
Discussion and possible action on parking restrictions on Excelsior Drive south of Single Avenue
BACKGROUND
The resident at 817 Single Avenue is requesting ‘No Parking’ be designated along Excelsior Drive along the entire length south of Single Avenue. A map is included. Also, photos are included for reference. Excelsior Drive does not have curb and gutter. Cars park on this segment of Excelsior Drive to use the Tot Lot. The cars park on the grass and up into the yard of 817 Single Ave. Also, trucks use Excelsior Drive to access the manufacturing facilities at the south end of Excelsior Drive. If cars are parked near the intersection, it makes the turn difficult for trucks.
FISCAL IMPACT
Minimal, sign placement.
STAFF RECOMMENDATION
CISM should consider the merits of the concern and the truck turning movement. No parking on this segment would force users of the Tot Lot to park on Single Ave. Staff does not see this displaced parking as an issue. Single Ave has sidewalks to accommodate the users.
Staff contact: Allen Wesolowski 715-261-6762





ArcGIS Web Map

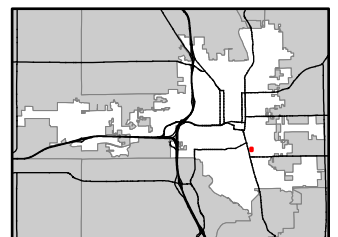
City of Wausau / DPW

Date Printed: 10/5/2022

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mi

 Municipal Boundaries
 Parcel

 Requested 'No Parking'



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

Ayres Associates Inc
Geospatial Division
5201 E Terrace Dr, Suite 200
Madison, WI 53718
(608) 443-1200

www.ayresassociates.com, City of Wausau
407 Grant St
Wausau, WI 54403
(715) 261-6740
www.ci.wausau.wi.us

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

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

Amending Section 10.20.080(a) designating no parking here to corner on both sides of Single Avenue from a point 250 feet east of the crosswalk at Prospect Avenue back to Prospect Avenue

Committee Action: Approved 4-0

Ordinance Number:

Fiscal Impact: None

File Number: 22-1012

Date Introduced: October 25, 2022

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

Add ()

Section 1. That Section 10.20.080(a) is hereby amended to read as follows:

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

....

Single Avenue

- Both sides of the street from a point 250 feet east of the crosswalk at Prospect Avenue back to Prospect 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:

Kaitlyn A. Bernarde, Clerk

CAPITAL IMPROVEMENTS AND STREET MAINTENANCE COMMITTEE

Date of Meeting: October 13, 2022, at 5:15 p.m. in the Council Chambers of City Hall.

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

Also Present: Eric Lindman, Allen Wesolowski, TJ Niksich, Tara Alfonso, Cord Buckner, Lori Wunsch

Discussion and possible action on parking restrictions on Single Avenue, Prospect Avenue to Genrich Street

Wesolowski indicated parking signs currently exist but are not in ordinance. Approval would align the code with existing signage.

Rasmussen moved to approve. Seconded by Diny.

Henke asked who put the signs in. Wesolowski replied they were placed by DPW.

There being a motion and a second, motion to approve carried unanimously 4-0.

AGENDA ITEM
Discussion and possible action on parking restrictions on Single Avenue, Prospect Avenue to Genrich Street
BACKGROUND
The resident at 817 Single Avenue called Engineering to comment on parking on Single Ave and Excelsior Drive. When the signs were reviewed, it was discovered the ‘No Parking’ signs on Single Avenue are not in the parking ordinance.
FISCAL IMPACT
None, signs already in place.
STAFF RECOMMENDATION
Staff recommends approval.
Staff contact: Allen Wesolowski 715-261-6762





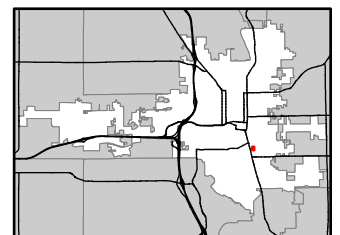
ArcGIS Web Map

City of Wausau / DPW

Date Printed: 10/5/2022

0 0 0.01
mi

 Municipal Boundaries
 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.

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

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

Amending the Official City Map to establish the new exterior lines of the realignment of 28th Avenue from Hilltop Avenue to West Wausau Avenue

Committee Action: CISM Approved 4-0
Plan Approved 6-0

Fiscal Impact: None

File Number: 03-0716

Date Introduced: October 25, 2022

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, a Local Arterial Circulation Plan was adopted by the Metropolitan Planning Organization in June 2000, which recognized the need for local arterials to take local traffic off STH 29/51 and also provide for alternative routes for vehicles in emergency situations; and

WHEREAS, in response to the need identified by the Local Arterial Circulation Plan, Marathon County hired Becher Hoppe to develop plans for the future expansion of 28th Avenue; and

WHEREAS, those plans were used to develop a corridor for the future 28th Avenue, which was based on a four-lane roadway; and

WHEREAS, in May of 2005, land was placed on the Official City Map by both Marathon County and the City of Wausau to preserve the area and ensure that no building permits were issued for constructing new buildings or expanding existing buildings located within the right-of-way needed for the 28th Avenue corridor; and

WHEREAS, since the Official City Mapping, Marathon County had been acquiring properties in the City of Wausau in anticipation of the future corridor and the City has not made significant improvements to this segment of 28th Avenue in anticipation that Marathon County would eventually build the corridor; and

WHEREAS, Marathon County and the Village of Maine have decided to abandon their plans for the 28th Avenue corridor; and

WHEREAS, Marathon County abandon their plan via Resolution R-49-22 on August 23, 2022, and said resolution is attached hereto as Exhibit A and incorporated by reference herein; and

WHEREAS, the original corridor is still felt to have merit although traffic counts no longer warrant a four-lane roadway; and

WHEREAS, the Capital Improvements and Street Maintenance Committee held a public hearing on October 13, 2022 to consider the amendment of the official map of the City of Wausau by narrowing the corridor of the planned four-way roadway to a two-lane roadway for 28th Avenue from Hilltop Avenue to West Wausau Avenue, as shown on the document attached hereto as Exhibit B and incorporated by reference herein; and

WHEREAS, the Capital Improvements and Street Maintenance Committee and Plan Commission recommend this corridor be reduced on the Official City Map.

NOW THEREFORE BE IT RESOLVED, by the Common Council of the City of Wausau that the land which is shown on Exhibit B attached hereto is hereby incorporated and reflected on the official map of the City of Wausau; right-of-way for 28th Avenue from Hilltop Avenue to West Wausau Avenue is hereby amended so as to incorporate this change; and the official map shall stand as amended and modified.

Approved:

Katie Rosenberg, Mayor

RESOLUTION #R-49-22

RESOLUTION TO REMOVE 28th AVENUE CORRIDOR

WHEREAS, on January 18, 2005, the Marathon County Board of Supervisors designated a 28th Avenue Highway Corridor as outlined in R-3-05 and in the attached document; and

WHEREAS, as designated, the 28th Avenue Corridor right-of-way lies within the City of Wausau and the Village of Maine; and

WHEREAS, pursuant to the 28th Avenue Highway Corridor designation, Marathon County has acquired certain properties along the designated corridor in the event the properties were needed to expand the roadway in that area; and

WHEREAS, on October 26, 2021, the Marathon County Board adopted R-71-21, setting forth a decision-making process to assist the Board in determining whether to maintain the 28th Avenue Corridor map in its current state, transfer county-owned properties to appropriate municipalities, or divest properties through public sale and remove the corridor's designation as a county corridor map; and

WHEREAS, officials within the Village of Maine and the City of Wausau have indicated that their municipalities support Marathon County vacating its designation of a 28th Avenue Highway Corridor; and

WHEREAS, the Marathon County Infrastructure Committee found that it was in the County's interest to remove the designation of the 28th Avenue Highway Corridor as a county highway corridor.

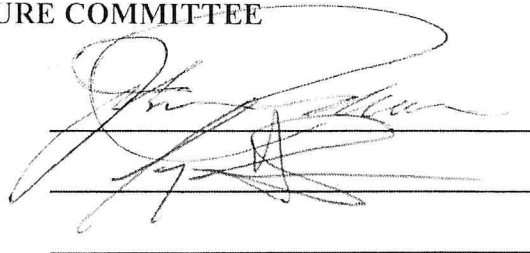
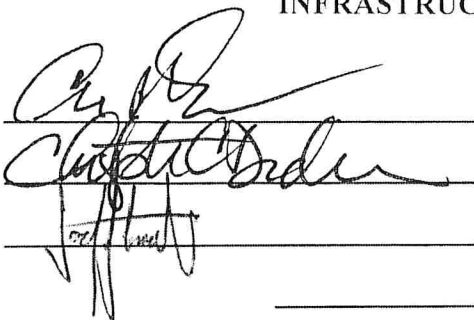
NOW, THEREFORE, BE IT RESOLVED: that the Board of Supervisors of the County of Marathon hereby removes the 28th Avenue Highway Corridor and right-of-way as previously designated in the attached document, finding that it is in the public interest for this corridor to be vacated; and

BE IT FURTHER RESOLVED that this action vacating the designated highway corridor is contingent upon formal approval within 60 days from the governing bodies of the City of Wausau and the Village of Maine; and

BE IT FURTHER RESOLVED that this resolution does not affect any other existing public right-of-way maintained by Marathon County.

Respectfully submitted this 23rd day of August, 2022.

INFRASTRUCTURE COMMITTEE



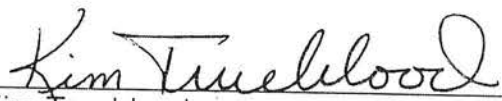
Fiscal Impact: The sale of properties may increase County revenues dependent on the sale price of each parcel.

Exhibit A

STATE OF WISCONSIN)
)SS.
COUNTY OF MARATHON)

I, Kim Trueblood, County Clerk in and for Marathon County, Wisconsin, hereby certify that the attached Resolution #R-49-22 was adopted by the Marathon County Board of Supervisors at the Adjourned Organizational Meeting which was held on August 23, 2022.

S E A L



Kim Trueblood
Marathon County Clerk

Exhibit A

VOTE RESULTS

INFR - Resolution to Remove 28th Avenue Corridor #R-49-22

36 YES

0 NO

0

ABSTAIN

2

ABSENT

2

DID NOT VOTE

☒ Passed By Majority Vote

Michelle Van Krey	YES	Joel Straub	YES	Chris Dickinson	M	YES
Ann Lemmer	YES	Tony Sherfinski	YES	Andrew Venzke		YES
Kody Hart	YES	Jennifer Aarrestad	YES	Allen Drabek		YES
John Robinson	YES	Craig McEwen	s YES	Kurt Gibbs		YES
Gary Gisselman	YES	Yee Leng Xiong	YES	Ron Covelli		YES
Stacey Morache	YES	Gayle Marshall	YES	Jason Wilhelm		YES
Becky Buch	YES	Thomas Rosenberg	YES	Jacob Langenhahn		YES
Kim Ungerer	YES	Jasper Hartinger	YES	Bruce Lamont		EXCUSED
David Oberbeck	YES	David Baker	YES	Allen Opall		YES
Donna Krause	EXCUSED	Crystal Bushman	YES	Bobby Niemeyer		YES
Alyson Leahy	YES	Tim Sondelski	YES	Lance Leonhard		ABSENT
Matthew Bootz	YES	Jean Maszk	YES	Mike Puermer		ABSENT
Mike Ritter	YES	Thomas Seubert	YES			
Rick Seefeldt	YES	Dennis Gonnering	YES			

Marathon County Board of Supervisors - August 23 2022 07:08:14 PM
Voting Meeting August 23, 2022

OpenMeeting

Exhibit A



Exhibit B Areas for Removal Official City Map City of Wausau

- Area for Removal
- Official City Map Area



N. 28th Avenue

Amendment to Official City Mapping

Areas to be removed from Official City Mapping

Part of the Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$, Section 28, and part of the Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$, Section 27, Township 29 North, Range 7 East, City of Wausau, Marathon County, Wisconsin, described as follows:

All of the Official City Mapping as described in Document No. 1403003 recorded in the Office of Register of Deeds for Marathon County and City of Wausau Common Council Resolution File No. 03-0716, lying within said Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$, Section 28, and said Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$, Section 27;

and also;

Part of the Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$, Section 28, Township 29 North, Range 7 East, City of Wausau, Marathon County, Wisconsin, described as follows:

All of the Official City Mapping as described in Document No. 1403003 recorded in the Office of Register of Deeds for Marathon County and City of Wausau Common Council Resolution File No. 03-0716, lying within Lot 6, Block 1, Kraimer Addition, and lying within Lot 4, Block 2, said Kraimer Addition.

CAPITAL IMPROVEMENTS AND STREET MAINTENANCE COMMITTEE

Date of Meeting: October 13, 2022, at 5:15 p.m. in the Council Chambers of City Hall.

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

Also Present: Eric Lindman, Allen Wesolowski, TJ Niksich, Tara Alfonso, Cord Buckner, Lori Wunsch

PUBLIC HEARING: Discussion and possible action on amending the Official City Map for the realignment of 28th Avenue from Hilltop Avenue to West Wausau Avenue

C. Ann Dietrich, 3024 N 10th Street, appeared regarding Wausau Child Care. A long time ago she saw a map that changed their access. She questioned if this would change the access to the building off 28th Avenue.

Roland Corsten, 806 North 29th Avenue, owns property adjacent to the road where the highway was proposed to run through. He questioned what the final plans are and if anything has changed from the original plans.

Tim Holzem, 724 North 29th Avenue, said there is an easement that cuts off the corner of his property. He asked if that would not exist anymore with this amendment.

There were no further public comments, and the public hearing was closed.

Discussion and possible action on amending the Official City Map for the realignment of 28th Avenue from Hilltop Avenue to West Wausau Avenue

Wesolowski explained that originally the County had planned a four-lane roadway. The County has since abandoned their plans. The City is looking to go to a two-lane roadway. Staff looked at the right-of-way needed to maintain a two-lane roadway. This amendment proposes to remove some of the property from the Official City Map. The existing right-of-way is adequate to build a two-lane facility and there is no need to map additional property in this area. On 29th Avenue there were a couple of corners of properties that had Official City Mapping; that is proposed to be removed. Staff is confident this can be built without mapping these two parcels. Regarding Wausau Child Care, at this point staff does not anticipate the access changing.

Larson asked about the timeframe. Wesolowski indicated there is no timeframe. Engineering will bring this item back. By approving this amendment, we still have the corridor to do a two-lane roadway.

Rasmussen feels this represents the best-case scenario under the circumstances. The County disappointed us with their reversal of plans for County Highway R and related infrastructure. We planned roadways and stormwater plans around that project and they pulled the plug. Reserving a narrow strip keeps our options open and removes encumbrances on private property.

Rasmussen moved to approve the amendments to the Official City Map. Seconded by Henke.

Henke asked if the two lots would be square again and all easements done. Wesolowski confirmed the Official City Mapping would be removed from those two lots. Henke receives a lot of calls on this road. It is in rough shape and he feels we should prioritize upgrading. Wesolowski plans to bring back alternatives and options in the next couple of months.

There being a motion and a second, motion to approve carried unanimously 4-0.

PLAN COMMISSION

Time and Date: The Plan Commission met on Tuesday, October 18, 2022, at 5:00 p.m. in the Common Council Chambers of Wausau City Hall.

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

Others Present: Brad Lenz, William Hebert, Andrew Lynch, Tara Alfonso.

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

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

Discussion and possible action on amending the Official City Map for the realignment of 28th Avenue from Hilltop Avenue to West Wausau Avenue.

Lindman explained the official city map in the packet, saying that it was originally mapped for the County to extend County Road R to the north. He said that the County and the Village of Maine are no longer interested in a four-lane road. The City would like to reduce the amount of property within the official city map, which would unencumber some of the private property. He said the gray areas on the map would be removed. He said that the right-of-way and streets will remain, and there is enough right-of-way remaining to build a two-lane road if needed.

Motion made by Bohlken to approve the amendment. Second by Bornemann.

Herbst asked how the residents would be affected by the change. Lindman said that the right-of-way and street would remain, but the official city map on private property would be removed. Herbst asked if the City would still plow snow up to Wausau Ave. Lindman confirmed and said the existing street would remain fully functional. Herbst asked if a four-lane road would be needed in the future, to which Lindman said that the traffic counts do not warrant it. Herbst said there is a fair amount of traffic and there are maintenance issues with 28th Avenue.

Rosenberg confirmed that this action does not change the current functioning of the street – private property owners would now have full access to their properties. Lindman agreed and noted that the red areas on the map would remain until further decisions are made about a future road. Rosenberg noted that she was contacted by one of the owners in the area who wanted to expand their facility but couldn't until this change was made.

The motion passed unanimously, 6-0. This item will go to Council on October 25th.

AGENDA ITEM

2. Public Hearing: Discussion and possible action on amending the Official City Map for the realignment of 28th Avenue from Hilltop Avenue to West Wausau Avenue

3. Discussion and possible action on amending the Official City Map for the realignment of 28th Avenue from Hilltop Avenue to West Wausau Avenue

BACKGROUND

The existing Official City Map reflects the corridor necessary to construct a 4-lane roadway from Hilltop Avenue to West Wausau Avenue. Marathon County has removed their official mapping in this corridor and decided not to construct this corridor. CISM has directed staff to look at a corridor that would construct a 2-lane roadway. The amended Official City Map reflects what staff feels is necessary to preserve to construct the 2-lane roadway. This revised Official City mapping does not add any lands, it only removes lands.

FISCAL IMPACT

Amending the Official City Map does not have a fiscal impact. However, in the end if a 2-lane roadway is constructed it will cost less than a 4-lane.

STAFF RECOMMENDATION

Staff recommends taking public comments into consideration and approval if public comment supports the amendment.

Staff contact: Allen Wesolowski 715-261-6762



Office of the City Attorney

TEL: (715) 261-6590

FAX: (715) 261-6808

Anne L. Jacobson
City Attorney

Tara G. Alfonso
Assistant City Attorney

Nathan Miller
Assistant City Attorney

Wisconsin Statute § 62.23(6) discusses the law and procedures surrounding Official City Maps and the steps required to create or amend the map. In May of 2005 when the 28th Avenue Corridor was added to Wausau's Official City Map, the land running north was in the Town of Maine. Wausau was able to place this 28th Avenue Corridor on its Official City Map because the street and highway system shown on the Official City Map may be shown "as extending beyond the boundaries of a city or village a distance equal to that within which the approval of land subdivisions plats by the City Council or Village Board is required as provided by Wisconsin Statute § 236.10(1)(b)2." A city's extraterritorial land division approval authority extends only into unincorporated territory. See Wis. Stat. § 236.02(5). Consequently, a city does not have the authority to extend its official city map into incorporated territory. Since May of 2005, the Town of Maine has incorporated and is now the Village of Maine.

Although the statutes do not expressly address the question of what happens with the portion of the 28th Avenue Corridor that is part of Wausau's Official City Map but lies within the Village of Maine, when Maine incorporated, the City of Wausau lost the authority to show a street extending into Maine territory. Therefore, even if the City of Wausau's Official City Map shows a street extending into Maine, it would have no legal effect. In effect, Maine's incorporation removed Maine from the City of Wausau's Official City Map by operation of law.

This operation of law of removing the 28th Avenue Corridor from the Maine territory is not an "amendment" to the Official City Map and thus is not required to follow the same procedural requirements that apply to amending an official city map. This removal is only correcting the Official City Map to reflect Maine's incorporation.

Nathan Miller

9/29/2022



September 23, 2022

**NOTICE OF PUBLIC HEARING
For Amendments to City of Wausau Official Map
28th Avenue – Hilltop Avenue to West Wausau Avenue**

Notice is hereby given that the City of Wausau Capital Improvements and Street Maintenance Committee will hold a public hearing on Thursday, October 13, 2022 at 5:15 pm in the Common Council Chambers of Wausau City Hall, 407 Grant Street, to consider amendments to the Official City Map. These amendments will affect certain private and public property located along 28th Avenue from Hilltop Avenue north to West Wausau Avenue, including some property located along Maple Hill Drive, North 29th Avenue, and North 30th Avenue.

The purpose of the public hearing is to receive input from interested parties regarding the proposed map amendments which include establishing the location of the future right-of-way lines for widening and realigning 28th Avenue and removing segments from the Official City Map.

The intent of these amendments to the Official City Map is to further reserve the needed street right-of-way by minimizing the amount of building construction activity allowed within this reserved area. The proposed street improvements are intended to improve the safety and motor vehicle carrying capacity of 28th Avenue. The purpose of the official map is to conserve and promote the public health, safety, and convenience and/or general welfare.

A legal description of the area involved in these Official City Map amendments and a detailed map of the amendment areas are available for inspection in the City Clerk's Office and in the Engineering Department, both located at City Hall, 407 Grant Street, Wausau, Wisconsin. The legal description and map are also available on the City of Wausau website at: <https://www.ci.wausau.wi.us/Home/Announcements/tabid/96/ID/1562/Proposed-Amendment-to-Official-City-Map--28th-Avenue-Corridor.aspx>

Questions regarding the public hearing may be directed to City Engineer Allen M. Wesolowski, P.E. at 715.261.6762.

Notice is also given that the Common Council of the City of Wausau is anticipated to review and take final action on the proposed amendments to the Official City Map at its November 9, 2022 meeting, which is scheduled to begin at 6:30 pm in the Common Council Chambers of Wausau City Hall.

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

CONFIRMATION OF MAYOR'S APPOINTMENTS

to Boards, Commissions and Committees: *Room Tax Commission*

File Number: 22- 1003

Date Introduced: October 25, 2022

Room Tax Commission

Lindsey Lewitzke
*New Appointment

1701 Green Vistas Dr

Term Exp 10/25/23

- (N) Individual is filling the unexpired term of a former member
- (1) Individual is in their own 1st full term
- (#) Designates the term number appointed to

Approved:

Katie Rosenberg, Mayor



MEMORANDUM

DATE: October 19, 2022
TO: Mary Goede
FROM: Mayor Katie Rosenberg
RE: New Appointment to Room Tax Commission

Please place the following new appointment on the Council Agenda for 10/25/2022.

Room Tax Commission

Lindsey Lewitzke (New appointment)
1701 Green Vistas Dr
Wausau, WI 54403
Lewitzke.lindsey@gmail.com
Term expires 10/25/2023



Citizen Participation Form

Thank you for your interest in becoming involved with a City of Wausau Boards Committees or Commissions. The Mayor's Office will make recommendations to the City Council for placement based, in part, on your responses to the following questions; please provide us with some information to use when considering your appointment by completing the questions below. You are welcome to attach additional information such as your resume or vitae that may further support your appointment. For additional information, visit the City's Web Site at www.ci.wausau.wi.us, or call the Mayor's Office at 715-261-6800. This form will remain on file for three years. A list of existing Boards, Commissions and Committees (including general information) can be found on our website. <https://www.ci.wausau.wi.us/Departments/CityCouncil/BoardsCommitteesCommissions.aspx> Please consider becoming a part of this important community resource group.

Contact Information

First Name *

Lindsey

Last Name *

Lewitzke

Address *

Street Address

1701 Green Vistas Drive

Address Line 2

City

Wausau

Postal / Zip Code

54403

State / Province / Region

WI

Country

United States

Phone *

(171)558-1587

Email *

lewitzke.lindsey@gmail.com

Years as a Wausau Resident, if applicable *

4

Occupation/Employer, if applicable

NA

Business Information

Business Name

Address

Street Address

Address Line 2

City

Postal / Zip Code

State / Province / Region

Country

Boards, Commission and/or Committee Information

Which Boards, Commissions and/or Committees interest you?

Board, Commission and/or Committee

Room Tax Commission

You may choose more than one from the list provided. Order in preference.

Why are you interested in serving on these particular Committees? *

I used to be the director of Wausau Events. I have knowledge of this law and would like to help the city out by being on this committee.

What qualifications can you bring to these Committees? *

I have knowledge of the law. I have knowledge of many of the nonprofits that apply.

On what other City Committee(s) are you currently serving, if any?

NA

Other Community Involvement

Lewitzke Foundation President, D.C. Everest Area School
Board President, D.C. Everest Education Foundation
President, past director of Wausau Events, past board
member of the Woodson YMCA

References(Please Include 3)

Reference

First Name *

MaryAnne

Last Name *

Groat

Address *

Street Address

407 Grant Street

Address Line 2

City

Wausau

Postal / Zip Code

54403

State / Province / Region

WI

Country

USA

Phone *

(715)261-6630

Relationship to You *

Friend

First Name *

Ann

Last Name *

Werth

Address *

Street Address

407 Grant Street

Address Line 2

City

Wausau

Postal / Zip Code

54403

State / Province / Region

WI

Country

USA

Phone *

(715)261-6630

Relationship to You *

Friend

First Name *

Kristine

Last Name *

Gilmore

Address *

Street Address

1100 Greenheck Drive

Address Line 2

City

Schofield

State / Province / Region

WI

Postal / Zip Code

54476

Country

USA

Phone *

(715)219-1360

Relationship to You *

Friend

Additional Information

You are welcome to attach additional information such as your resume or vitae that may further support your appointment.

Attachment(s)

Limit to 3 upload files

RESOLUTION OF THE CAPITAL IMPROVEMENTS & STREET MAINTENANCE COMMITTEE

Approving easement agreement with Mathew W. Aschbrenner and Kristen H. Bagnall, k/n/a Kristen H. Aschbrenner for undeveloped City right-of-way adjacent to 1100 Highland Park Boulevard

Committee Action: Approved 3-1

Fiscal Impact: None

File Number: 22-0910	Date Introduced: September 27, 2022 (Referred)
	Date Re-Introduced: October 25, 2022

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, certain undeveloped City right-of-way (“ROW”) exists adjacent to property commonly known as 1100 Highland Park Blvd. (“Property”); and

WHEREAS, the Property owners of 1100 Highland Park Boulevard, Mathew W. Aschbrenner and Kristen H. Bagnall, k/n/a Kristen H. Aschbrenner, (collectively “Owners”) have requested that the City of Wausau grant them permission by easement to maintain a small structure, decorative vegetation and other landscaping features with the ROW adjacent to their property; and

WHEREAS, the Owners shall promptly remove within 30 days of a request by the City such small structure, decorative vegetation and other landscaping features at their expense should the ROW be needed by the City in the future for any purpose; and

WHEREAS, the Owners may not construct, install, maintain or permit any additional structures, decorative vegetation or other landscaping features within the ROW beyond those that currently exist; and

WHEREAS, the City Assessment Department will be assessing the value of these landscaping improvements effective January 1, 2023, as well as may additionally reassess omitted property for the 2022 and 2021 assessment rolls all subject to the Owners’ rights to appeal the assessed value of the improvements in accordance with state statute; and

WHEREAS, your Capital Improvements and Street Maintenance Committee, at its October 13, 2022, meeting discussed and approved by a vote of 3-1 entering into an easement the Owners.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Wausau that it hereby approves execution of an easement agreement in substantially the same form as that attached as Exhibit 1 and that the proper city officials are hereby authorized and directed to execute said easement.

Approved:

Katie Rosenberg, Mayor

CAPITAL IMPROVEMENTS AND STREET MAINTENANCE COMMITTEE

Date of Meeting: October 13, 2022, at 5:15 p.m. in the Council Chambers of City Hall.

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

Also Present: Eric Lindman, Allen Wesolowski, TJ Niksich, Tara Alfonso, Cord Buckner, Lori Wunsch

Discussion and possible action on alternatives relating to improvements in undeveloped city right-of-way adjacent to 1100 Highland Park Boulevard including the possible grant of an easement agreement with Mathew Aschbrenner and Kristen Aschbrenner

Larson mentioned the letter in the packet from Rick Rubow and asked if they will be assessed for the structure built on City land. Alfonso said per the memo, the Assessment Department will pick the improvements up and assess. The value of the land is nominal.

Rasmussen said there are only two choices; either grant the easement and assess or do not grant the easement and require them to tear it down.

Kathie Iselin, 1010 Everest Boulevard, read through the packet and saw the comment about neighbor against neighbor. She does not want this to be Hatfield against McCoy. She thought she had reassured the Aschbrenner's that she would not petition to have this removed. After she purchased her property, she had it surveyed. The surveyor discovered the encroachment and reported it to the Engineering Department. Initially she was told if the area was vacated half would go to each adjoining property. Her lot is shallow and she thought this would give her a little more land. Then when she met with Engineering, she was told she would not get half and it would all go to Aschbrenner. One of her options would be to have the area vacated and purchase property from Aschbrenner. She mentioned this to Aschbrenner but never heard back. She felt it would be better if the City owns the land rather than vacating. She is fine with going ahead with the easement but would prefer it is not transferable by owner. She further explained that in June she met with a plumber and excavator as she was concerned she had clay pipes. The excavator told her the trench would be 5' deep and 3' wide and would take a good part of the bamboo hut and some landscaping. When she found out the amount of damage excavating would do and found her pipes were iron and intact, she decided not to replace her pipes. However, her house is 83 years old and eventually the hut might have to go. She is trying to be a good neighbor and wants a peaceful resolution.

Diny asked if utilities go through this area. Wesolowski confirmed there is a sanitary sewer line. Diny said from the road it looks like another building is being built. He asked if that was a permanent structure and if it affects this in any way.

Mathew Aschbrenner explained this basically came about because there was a fence that existed that Iselin wanted to take down. There is a paved walkway that likely was built in 1954. When he bought the property, there was a fence and overgrown landscaping in this area. They cut the overgrown landscaping multiple times and because it was invasive species, they decided to upgrade the landscaping. Because there was a walkway and fence, there was an assumption it was part of their property. When they went forward with their landscaper, they said he did not need permits. He has no issues if someone needs to come in to do repairs on the sewer, but he questioned the easement saying things have to be restored. If he has to take the improvement down, he expects the City to maintain the area. He has no issue with being assessed for the improvements if an easement is approved. He had asked Hebert about building a treehouse. He was told if it was less than 16' high no permit was needed. He noted that the recent landscaping done at 1010 Everest also encroaches the right-of-way. Clearly people upgrade their properties and get permits when feel necessary.

Rasmussen said the committee agreed to grant the easement because an investment was made, then at Council it was discussed that shortly prior to construction Revi inquired to the status of the situation. She believes they were told there was a right-of-way and they were not allowed to build there but proceeded without permits. The contractor was aware of the right-of-way and built the tea house anyway.

Aschbrenner said Revi thought the tea house was on the edge of their property. There was a fence there so they thought that was the property line. Rasmussen feels that is understandable as it does look like a back yard. Revi does a lot of work and is smart enough to know when to ask questions. Anytime one works close to a lot line, you always have to check to make sure there are not setback issues. Aschbrenner said they are just owners trying to improve their property. This may be the fault of Revi, but there have been other landscapers in the same area doing improvements. Rasmussen does not doubt that it happens as retaining walls, sprinkler systems and the like are always found in the right-of-way during road construction projects. Discussion followed.

Rasmussen moved to approve the easement with the clear communication that there be no additional construction within the right-of-way. Seconded by Henke.

Diny believes there is a lot of well-intended activity that lead to this. If Alfonso feels the City is made whole and protected, he agrees with this. Alfonso said it was not up to her to decide whether or not there are any additional costs other than the assessments outlined. There is no cost to the City to do this. Alfonso would like clarification regarding transferring the easement to the next owner. Rasmussen feels it has to transfer as the only other option is removal. Knowing the easement is granted and it is not to look any different than now, is a safeguard for both neighbors. Henke asked if the easement is just for the building. Wesolowski explained the easement encompasses the whole right-of-way.

There being a motion and a second, motion to approve passed 3-1 with Henke the dissenting vote.



Office of the City Attorney

TEL: (715) 261-6590

FAX: (715) 261-6808

Anne L. Jacobson
City Attorney

Tara G. Alfonso
Assistant City Attorney

Nathan Miller
Assistant City Attorney

To: Capital Improvements & Street Maintenance Committee

From: Tara G. Alfonso, Asst. City Attorney 

Date: October 6, 2022

Re: Comments on improvements located in undeveloped City right-of-way

- At the September 8, 2022, meeting, the Capital Improvements & Street Maintenance Committee ("CISM") considered and recommended for Council approval, the granting of an easement in undeveloped City right-of-way ("ROW") adjacent to property commonly known as 1100 Highland Park Blvd. ("Property"). A structure had been built in the City ROW as part of a landscaping project on the Property. (Draft minutes are included).
- The matter proceeded to the full Council on September 27, 2022.
- Prior to the Council meeting, at the time of drafting the easement agreement, it was observed that the legal description provided by Engineering was such that it provided for an easement area over almost the entire portion of the ROW that was adjacent to the Property. The CISM minutes of the 9/8/22 meeting (as well as the video of the meeting) indicated however, that there might have been ambiguity as to whether the committee intended to recommend an easement limited simply to the portion of the ROW on which the structure had been built or whether it was intended to recommend an easement for the entire landscaping project which traversed almost the entire ROW adjacent to the Property. Additional clarification also arose that the Property owners' contractor had applied for a building permit on 9/26/2017 and later withdrew that permit application on 9/29/2017. The site plan provided at the time of the permit application indicated that the Project would be built on the Property and would not encroach onto the ROW.
- At the time of the Council meeting, City Attorney Anne Jacobson advised the Council of the ambiguity and outlined the additional clarifications as to the permit application and asked whether with this clarification, if the recommendation of the committee would still be the same. (Draft Council minutes are included).
- At the Council meeting, the Council voted to refer the matter back to CISM for consideration.
- Within the packet is the draft easement agreement, and an email with supporting information from William Hebert of the Inspection Department which also includes a letter from that office to the Property owners dated May 23, 2022 directing that the "gazebo and coordinating landscaping" be removed as having been built in the city

ROW, and observing the construction without the required permit. A staff memorandum is also included from Rick Rubow, the City Assessor who advises the improvements will be assessed in the upcoming tax year as valued to the Property. It is also appropriate to note that a sewer line is identified as being located within the ROW that would be subject to the easement.

- The committee's options are:
 1. Recommend the Council grant an easement for the entire portion of the ROW indicated on the attached map provided by Engineering. If the easement is recommended and ultimately granted by Council, the City will receive additional real estate taxes due to the assessment of the improvements to the Property.
 2. In recommending an easement the committee may also consider:
 - A. Requesting some annual payment be made by the Property owners going forward as "rent" in addition to the additional tax value that will be assessed and ultimately charged to the Property as real estate taxes by the Assessment Department;
 - B. The Assessor points out the ability of its office to assess the Property for omitted improvements for the 2020 and 2021 tax years. The committee may also review whether it would recommend consideration be paid to the City for the granting of the easement in an amount which estimates or approximates the missed taxable value for the years the improvements existed prior to the 2020 tax year. This would not, however be a tax or real estate taxes, but rather a payment in consideration for the granting of the easement. Please note the City does not firmly know when the landscaping and structure were built.
 - C. Request some payment representing back "rent" on the use of the ROW for the years the improvements have existed, either including 2020 and 2021, or excluding those years as the result of the Assessor's ability to assess for omitted improvements for those tax years.
 3. Recommend the Council deny an easement which would result in staff moving forward to direct the removal of the improvements comprising the landscaping project from City ROW (the structure/gazebo and coordinating landscaping).
- The draft of the easement which is included in the packet provides that no additional improvements, structures or landscaping may be constructed, installed, maintained or permitted in the easement. It further provides the City may terminate the agreement at any time and for any reason in its sole discretion upon a 30 day notice. The agreement also requires the owners to remove the structure, all vegetation, and other landscaping features located in the easement at their expense should the ROW be needed by the CITY for any purpose. It also contains other provisions for indemnification and insurance.

EASEMENT AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 2022, by and between the CITY OF WAUSAU, a municipal corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, hereinafter referred to as "CITY", and MATHEW W ASCHBRENNER AND KRISTEN H BAGNALL, k/n/a KRISTEN H ASCHBRENNER, husband and wife, the owners of land in the City of Wausau adjacent to the street right-of-way owned by the CITY which is the subject of this easement, hereinafter referred to as "OWNER";

WITNESSETH:

WHEREAS, OWNER owns the property at 1100 Highland Park Boulevard in the City of Wausau, hereinafter referred to as "Property" and OWNER has requested that CITY grant to them permission by easement to locate a small structure, decorative vegetation, and other landscaping features within the CITY owned right-of-way adjacent to the OWNER's property; and

WHEREAS, CITY is willing to permit this encroachment upon certain terms and conditions, including hold harmless and insurance provisions; and

WHEREAS, the area encompassed by this easement, hereinafter referred to as "Easement" is described as follows:

Part of the N. 11th Street right-of-way adjacent to Lot 6, Block 1, H. B. Huntington's Addition, being part of the Northeast ¼ of the Southeast ¼, Section 25, Township 29 North, Range 7 East, City of Wausau, Marathon County, Wisconsin, described as follows:

Commencing at the intersection of the Northerly-most line of Parcel 1 of Certified Survey Map No. 5146 recorded in the Office of Register of Deeds for Marathon County in Volume 19 of Certified Survey Maps on Page 14, and the East line of said Block 1, the point of beginning;

Thence South, along said East line, 104.20 feet to the North line of Lot 6, Block 1, Highland Park Addition, extended Westerly, also being of the North line of said Parcel 1 of Certified Survey Map No. 5146; thence East, along said North line of Lot 6 extended Westerly and said North line of said Parcel 1, approximately 24.4 feet to the East right-of-way of N. 11th Street; thence North, along said East right-of-way, approximately 104 feet to said Northerly-most line of Parcel 1 of Certified Survey Map No. 5146, extended Easterly; thence West, along said Northerly-most line of Parcel 1 extended Easterly, approximately 24 feet to said East line of Block 1, the point of beginning.

A map depicting the Easement is attached hereto as Exhibit 1.

NOW, THEREFORE, the parties hereto agree as follows:

1. CITY hereby grants to OWNER a non-exclusive easement over the Easement area described herein in the right-of-way adjacent to Property for the sole purpose of the installation and maintenance of a small structure, decorative vegetation, and other landscaping features in the right-of-way.

Recording Area

Name and Return Address

City of Wausau Engineering Department
407 Grant Street
Wausau, WI 54403

PIN: 291-2907-254-0012

2. OWNER shall maintain liability insurance coverage for their operations and their activities at, and the improvements located on their Property and the Easement area, which insurance shall be suitable to CITY and in an amount not less than one million dollars. CITY shall be named as an additional insured on the policy. OWNER shall increase these insurance limits upon request of the CITY.
3. At CITY'S written request, OWNER shall promptly remove within thirty (30) days the structure, all vegetation, and other landscaping features located in the Easement at their expense, should the right-of-way be needed by the CITY for any purpose, including but not limited to the maintenance, repair, replacement or installation of CITY sewer or water lines located within the Easement area and CITY right-of-way or the installation of any other utilities within the CITY right-of-way. In the event OWNER shall fail to remove the structure, all vegetation, and other landscaping features, the CITY may enter onto the Property and the Easement in order for the CITY to do so and may charge the costs thereof to the OWNER. Such removal can be ordered by CITY, at its sole option, for any reason.
4. Exhibit 2 depicts the current improvements, structure and landscaping features located in the Easement. No additional structures, improvements or landscaping features shall be constructed, installed, maintained or permitted in the Easement.
5. OWNER agrees to 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 OWNER'S and/or anyone else's operations, activities, actions or omissions on the Property or the Easement granted herein and/or as a result of and/or due to the presence of OWNER or anyone else on the Property or the Easement granted herein and/or due to the existence of this agreement; specifically included within this 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.
6. OWNER agrees to release CITY, its employees, agents, officers and officials, whether appointed, hired or elected, 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 OWNER'S and/or anyone else's operations, activities, actions or omissions on the Property or the Easement granted herein and/or as a result of and/or due to the presence of OWNER or anyone else on the Property or the Easement granted herein and/or due to the existence of this agreement; specifically included within this release section 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. This agreement and all of its provisions, with the exception of the continuing insurance, hold harmless, and release provisions which shall continue and survive any termination of this agreement by the CITY, shall terminate and become null and void upon thirty (30) days to OWNER by CITY. The CITY may terminate this agreement at any time and for any reason in its sole discretion.

8. The terms of this agreement are transferrable by OWNER and the obligations herein shall be binding upon any subsequent owner of the Property; however, CITY must be given notice 30 days in advance of any transfer.

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

CITY OF WAUSAU BY:

OWNERS BY:

Katie Rosenberg, Mayor

Mathew W. Aschbrenner

Kaitlyn A. Bernard, City Clerk

Kristen H. Bagnall
k/n/a Kristen H. Aschbrenner

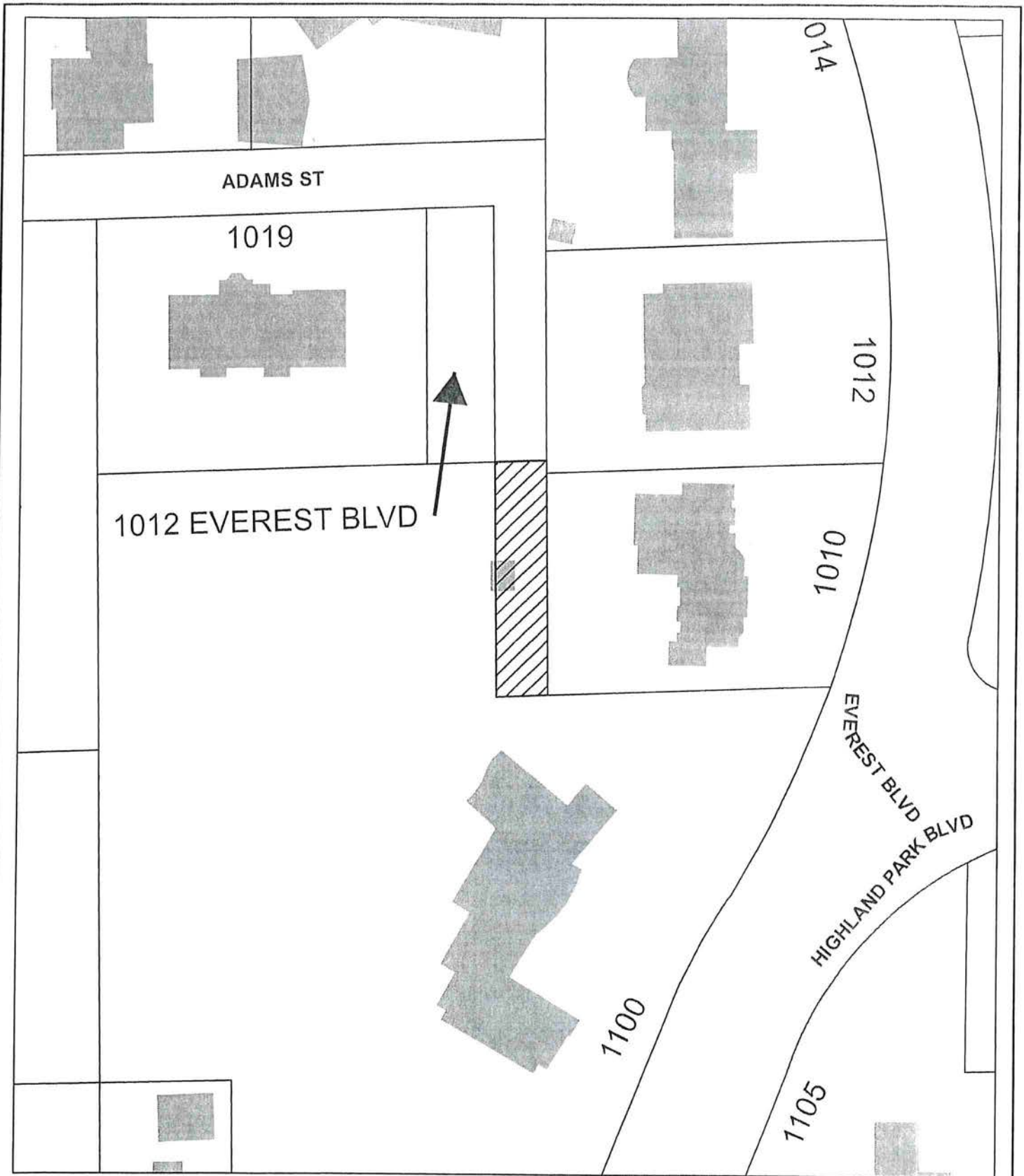
Personally came before me this _____ day of _____, 2022, the above named Katie Rosenberg, Mayor, and Kaitlyn A. Bernarde, Clerk for the City of Wausau, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Personally came before me this ____ day of _____, 2022, the above named Mathew W Aschbrenner, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Personally came before me this _____ day of _____, 2022, the above named Kristen H Bagnall k/n/a Kristen H Aschbrenner, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public, Wisconsin
My commission expires: _____

This instrument was drafted by
Tara G. Alfonso, Asst. City Attorney
City of Wausau
407 Grant, Street
Wausau, WI 54403-4783



Map Date: August 26, 2022

0 50 100
Feet

Legend

- Parcels
- Right of Way
- Proposed Encroachment Easement



/citybase/projects/eng/mxds/Proposed_Easement_8x11P.mxd

EXHIBIT 1



EXHIBIT 2-1

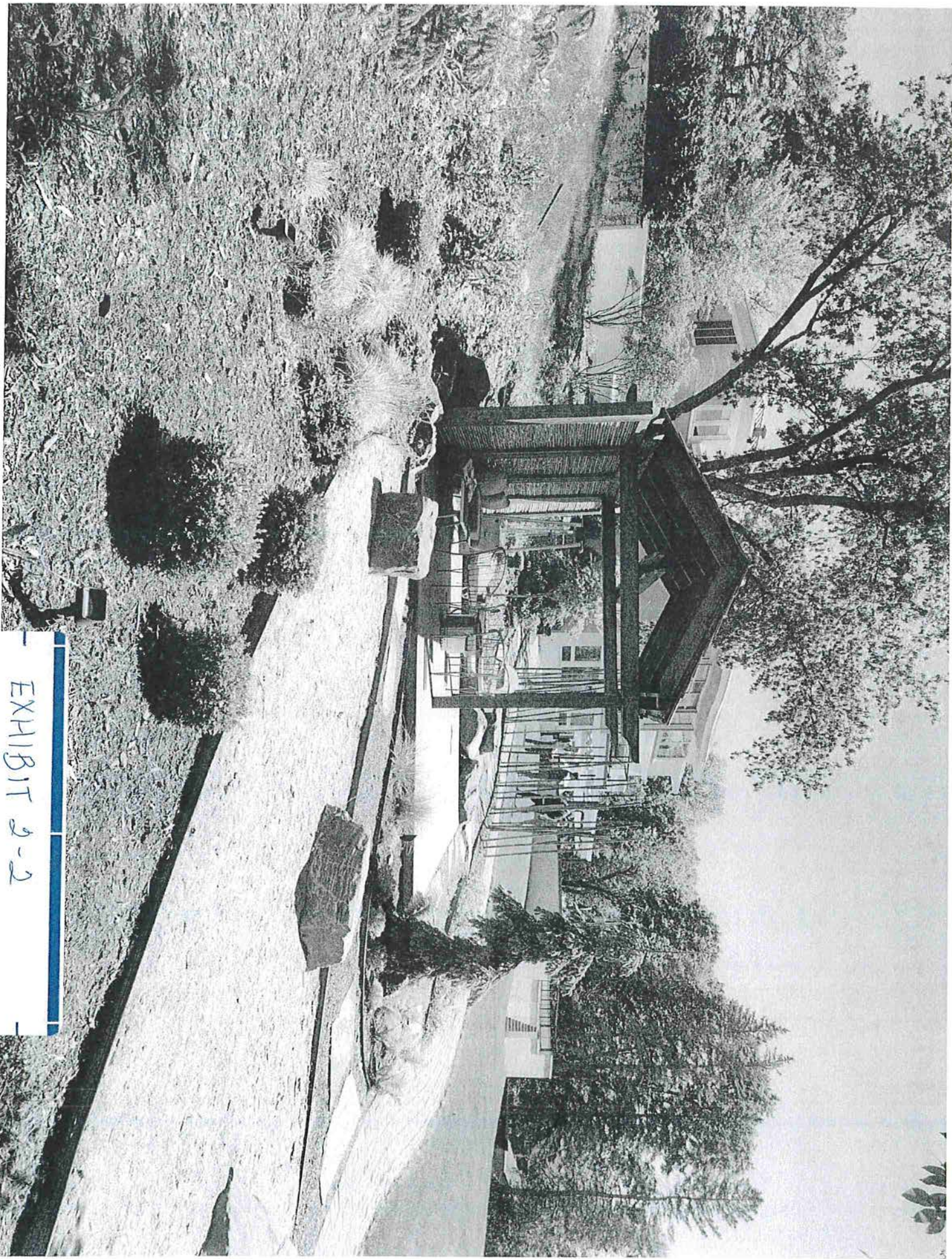


EXHIBIT 2-2

CAPITAL IMPROVEMENTS AND STREET MAINTENANCE COMMITTEE

Date of Meeting: September 8, 2022, at 5:15 p.m. in the Council Chambers of City Hall.

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

Also Present: Mayor Katie Rosenberg, Eric Lindman, Allen Wesolowski, TJ Niksich, Cord Buckner, Andrew Lynch, Tom Kilian, Lori Wunsch

Discussion and possible action on an easement for 1100 Highland Park Boulevard

Bill Hebert, Dave Huempfer, and Wesolowski met on site where an outdoor tea garden was built on a section of City right-of-way that has never been used. The owner of 1010 Everest Boulevard is not happy with the building. Originally staff looked at vacating the right-of-way. However, when researched all the land would revert to 1100 Highland Park Boulevard. When this was discussed with the owner of 1010 Everest Boulevard, they would object to vacating. Either an easement would need to be granted or orders would be given to remove the structure.

Rasmussen said there are similar situations like this. She feels an easement makes sense as it is a small portion of right-of-way. The easement would carry a caveat that it would have to be removed at the owner's expense if it becomes necessary. We have done this when people put landscaping or sprinkler systems in the right-of-way. An investment was made, it blends with the property, and there is no immediate public use for the area.

Rasmussen moved to approve. Seconded by Henke.

Larson is torn. If we start allowing people to put things on City property it would open a can of worms. There is already one objection to it, and he is not sure he can support it. Henke asked if they got a building permit. Wesolowski indicated a permit was not obtained. These types of situations are handled on a case-by-case basis. We have allowed retaining walls and such in the right-of-way. Larson feels this is neighbor against neighbor and questioned who should be sided with. Gisselman asked if the area is paved. Wesolowski explained it is undeveloped. One would never know there was right-of-way there. People treat the area as their backyard. Gisselman asked if it would be split between the properties if vacated. Wesolowski said in this case all of the right-of-way would go to 1100 Highland Park. The easement would be written where it would be their responsibility to take down if needed. The easement would also include a hold harmless agreement, which is typical for an easement for items in the right-of-way. Discussion followed.

There being a motion and a second, motion to approve carried unanimously 5-0.

OFFICIAL PROCEEDINGS OF THE WAUSAU COMMON COUNCIL
held on Tuesday, September 27, 2022, in Council Chambers, beginning at 6:30 p.m.,
Mayor Rosenberg presiding.

Roll Call

9/27/2022

Roll Call indicated 9 members present.

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

22-0910 Refer

9/27/2022

Motion by Larson, second by Gisselman to refer the Resolution of the Capital Improvements & Street Maintenance Committee Approving easement agreement with Mathew Aschbrenner and Kristen Aschbrenner adjacent to 1100 Highland Park Boulevard back to CISM Committee.

City Attorney Anne Jacobson explained that she in consultation with Assistant Attorney Tara Alfonso, who staffs the CISM Committee, felt it was prudent to pull this item from the Consent Agenda in the spirit of transparency in the event any of the committee member's votes were based on a mistaken assumption. She stated the property owners adjacent to city right-of-way (ROW) inquired about a building permit and were told they could not build there because it was dedicated public ROW for Adams Street. The improvement of the ROW was then reported after the fact by a neighbor to the Zoning & Inspections Department. If this previously dedicated ROW were vacated our preliminary research shows it would go to the owners who have occupied the ROW entirely. The neighbor whose consent would be required for the vacation is the one who reported them and has indicated objection. The CISM minutes imply that it is acceptable because it was thought to occupy only a tiny part of the ROW, however, the improvements occupy nearly the entire ROW shown on a new map in the packet. She questioned with this clarification if their recommendation would be the same; if they would charge them for the easement; or if they change their mind about granting the easement. She indicated Alfonso also made some recommended changes in the best interests of the city to the easement document itself by limiting the improvements to what has already been built there; requiring its removal if the city should terminate the easement for any reason; and requiring insurance for their activities in the ROW.

Lisa Rasmussen stated CISM Committee discussed in granting the easement the intent was to allow for the structure that had already been built, but then be clear with the homeowner that they were not to be building additional things there. The easement was for what placed in the ROW, understanding also that there was no intention by the city when putting this property on the official map to extend any street or road through. The easement we need is for utility access with the caveat the homeowner will have to remove the structure at their own expense if the city needs to work on utilities there.

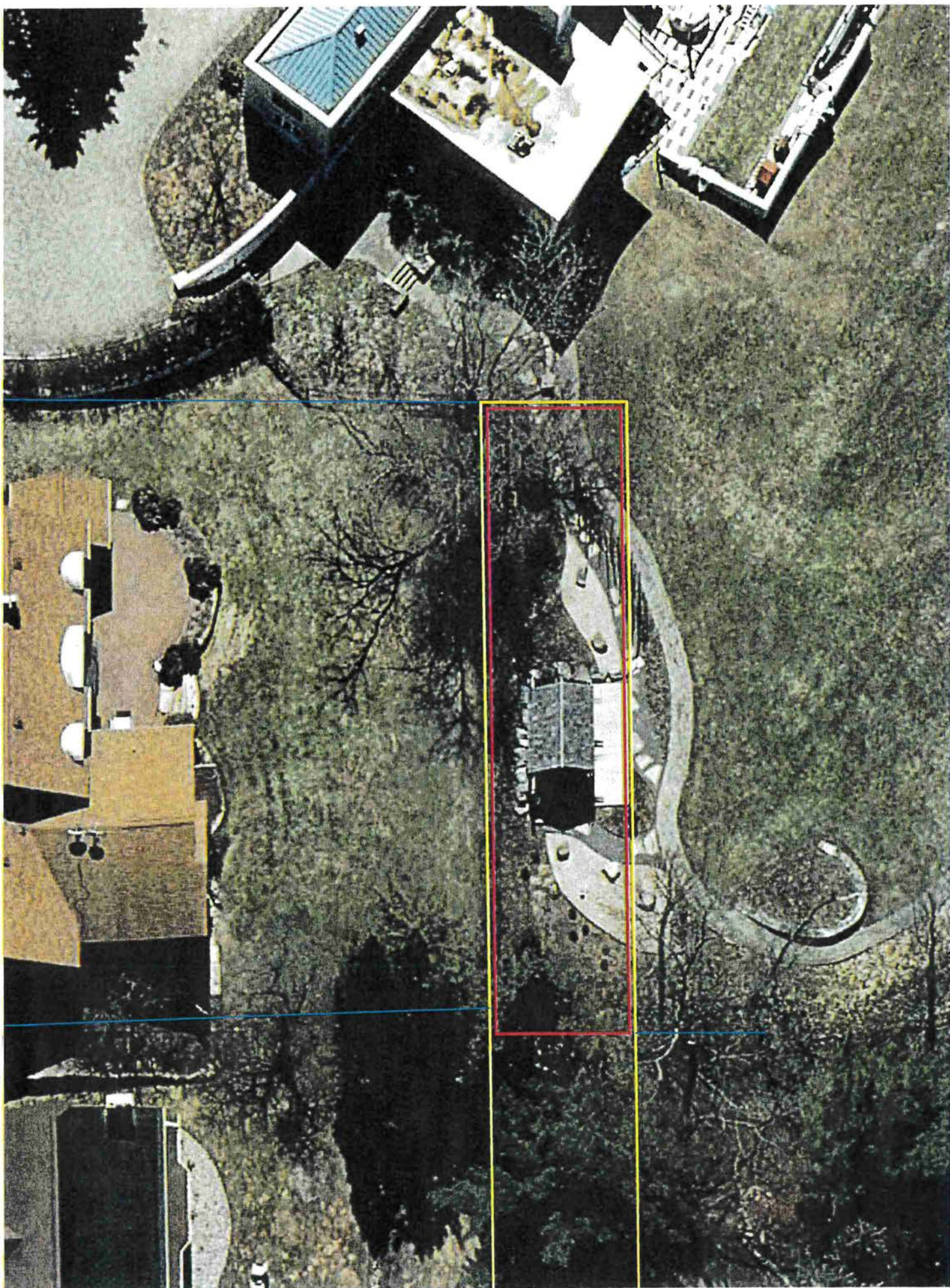
Lou Larson felt this appears to be neighbor against neighbor and felt this should be referred back to CISM Committee. Gisselman agreed there was enough new information presented here that the committee should review it again.

Vote to refer back:

Yes Votes: 7 No Votes: 2 Abstain: 0 Not Voting: 2 Result: PASS

<u>District</u>	<u>Aldersperson</u>	<u>Vote</u>
1	Lukens, Carol	YES
2	Martens, Michael	NV
3	Kilian, Tom	YES
4	Diny, Doug	YES
5	Gisselman, Gary	YES

6	McElhaney, Becky	<i>NY</i>
7	Rasmussen, Lisa	NO
8	Watson, Sarah	NO
9	Herbst, Dawn	YES
10	Larson, Lou	YES
11	Henke, Chad	YES



Assessment Department



Regarding 1100 HIGHLAND PARK

To: CISM Committee

From: Assessor Richard Rubow

Recently we became aware of an outbuilding structure that was built several years ago without any permits by the property owners of 1100 Highland Park Blvd on lands owned by the City of Wausau for the proposed Adams Street.

Wisconsin Statute 70.17. **Lands, to whom assessed; buildings on exempt lands.** (1) *Real property shall be entered in the name of the owner, if known to the assessor, otherwise to the occupant thereof if ascertainable, and otherwise without any name. The person holding the contract or certificate of sale of any real property contracted to be sold by the state, but not conveyed, shall be deemed the owner for such purpose. The undivided real estate of any deceased person may be entered to the heirs of such person without designating them by name. The real estate of an incorporated company shall be entered in the same manner as that of an individual. Improvements on leased lands may be assessed either as real property or personal property.*

The above statute allows for the taxation of buildings on exempt lands and our department will be assessing these improvements effective January 1, 2023. We will value these improvements to parcel 2907-254-0012, with a parcel address of 1100 Highland Blvd. There will be no contributory land value for the use of city lands for these improvements unless the land is conveyed to the property owners and is no longer exempt.

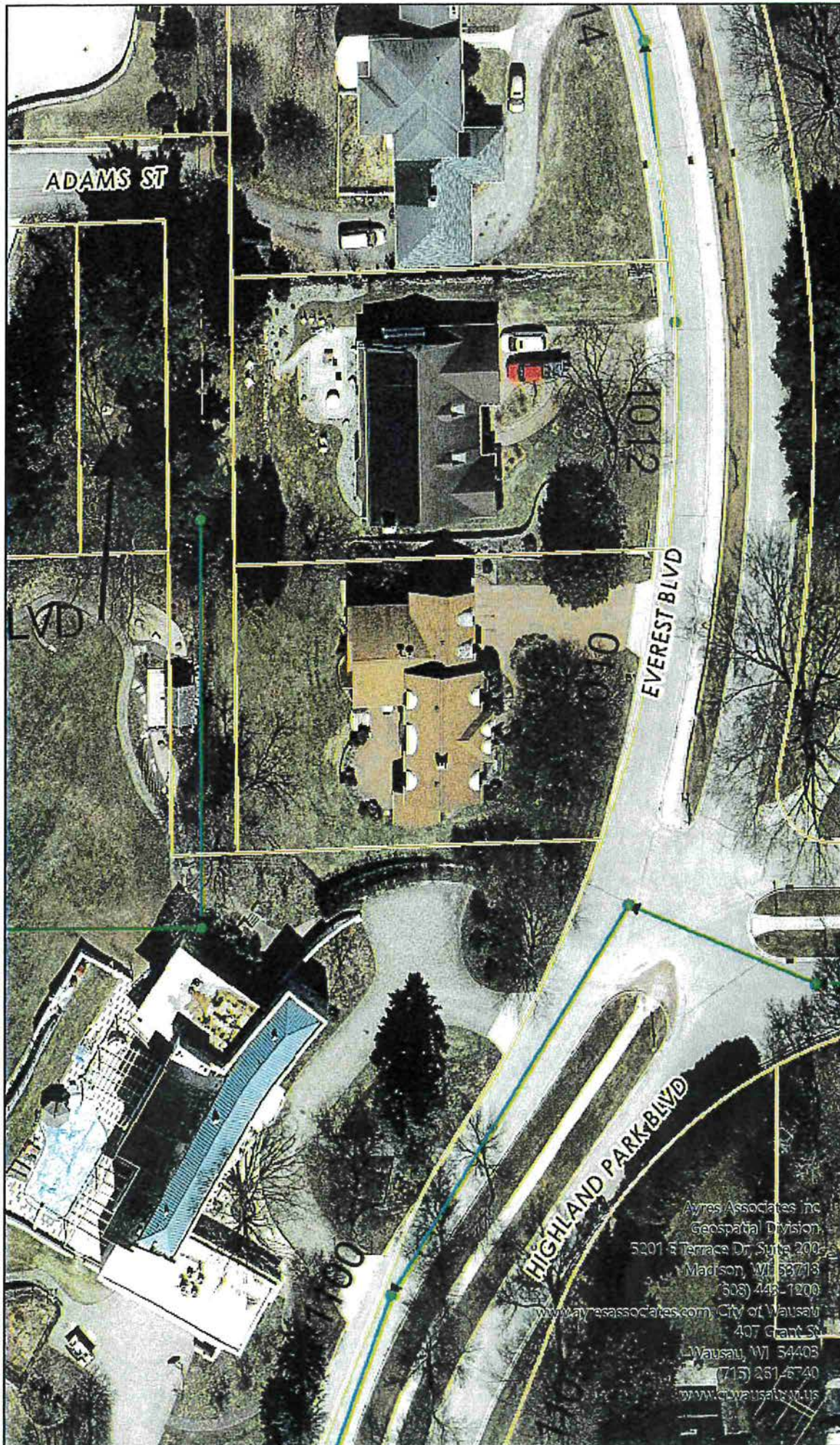
The discovery of these improvements has shown to exist at a minimum since April 2020 based on aerial photos of the subject. According to Wis. Statute 70.44; **Assessment of property omitted.** (1) *Real or personal property omitted from assessment in any of the 2 next previous years, unless previously reassessed for the same year or years, shall be entered once additionally for each previous year of such omission, designating each such additional entry as omitted for the year of omission and affixing a just valuation to each entry for a former year as the same should then have been assessed according to the assessor's best judgment, and taxes shall be apportioned, using the net tax rate as provided in s. 70.43, and collected on the tax roll for such entry. This section shall not apply to manufacturing property assessed by the department of revenue under s. 70.995.*

The assessment department can go back and reassess for the omitted property for the 2022 and 2021 assessment rolls. In turn the property owner also has appeal rights to the board of review on the omitted reassessments. It is unclear at this stage in the process what the contributory value these improvements will have on the overall parcel. Also, we do not publicly provide assessed values on parcels prior to the assessment roll being completed and the property owner being notified.

Regards,

Rick Rubow

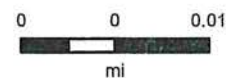
City Assessor



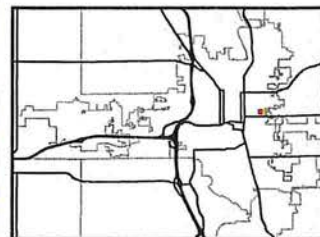
ArcGIS Web Map

City of Wausau / DPW

Date Printed: 10/5/2022



- Municipal Boundaries
- Parcel
- Collector
- Manhole



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

Ayres Associates Inc
Geospatial Division
5201 E Terrace Dr, Suite 200
Madison, WI 53713
(608) 443-1200
www.ayresassociates.com
City of Wausau
407 Grant St
Wausau, WI 54403
(715) 261-6740
www.ci.wausau.wi.us

Lori Wunsch

From: Eric Lindman
Sent: Tuesday, October 4, 2022 12:59 PM
To: Tara Alfonso
Cc: Anne Jacobson; Allen Wesolowski; Lori Wunsch
Subject: FW: 1100 Highland Park Blvd - Summary
Attachments: NotApprovedLetter_1100_HighlandParkBlvd.pdf; OrderToRemove_1100_HighlandParkBlvd.pdf; SitePlan_1100_HighlandParkBlvd.jfif; ConceptPlan.pdf

Tara, please see below for Bill's summary regarding the proposed easement at the above address. His email references "5/23/17" as the letter for removal but should be "5/23/22". Documentation is attached. The site plan and concept plan were submitted in 2017 with the permit application by Revi.

Eric Lindman, P.E.

Director of Public Works & Utilities
City of Wausau
407 Grant St.
Wausau, WI 54403-4783
P: 715-261-6745
C: 715-292-2606

From: William Hebert <william.hebert@ci.wausau.wi.us>
Sent: Tuesday, October 4, 2022 10:50 AM
To: Eric Lindman <Eric.Lindman@ci.wausau.wi.us>
Subject: 1100 Highland Park Blvd - Summary

Eric,

Revi Design applied for a permit to build a new Zen Garden/Tea House on 9/26/2017. We emailed them on 9/26/17 notifying them that we needed construction plans and a site plan. On 9/29/17 a not approved letter was emailed to Revi Design (see attached). On 10/10/17 the permit application was changed to withdrawn.

In May 2022 it came to my attention that the Zen Garden/Tea House that this structure was actually built and placed in the city right of way. We sent an order to remove on 5/23/17 (attached). The plans were built very closely to how it was proposed back in 2017. The owners called and wished to meet onsite to discuss the order. Allen, Dave and myself met with them on 6/3/22. After discussion, the owners wished to pursue an encroachment permit through CISM and council.

Let me know if you have any questions or need anything else.

Thank you,

WILLIAM D. HEBERT, MPA

CHIEF INSPECTOR/ZONING ADMINISTRATOR
CITY OF WAUSAU

WAUSAU CITY HALL
407 GRANT STREET
WAUSAU, WI 54403-4783

715-261-6780 OFFICE
715-261-4102 FAX

WILLIAM.HEBERT@CI.WAUSAU.WI.US



City of Wausau
Department of Public Works
Division of Inspection and Zoning
407 Grant Street, Wausau, WI 54403
715.261.6780 / 715.261.4102 fax



September 29, 2017

DAVE SETHER
REVI DESIGN LLC
4701 County Road Z
Wausau, WI 54403

RE: Residential Building Permit for 1100 HIGHLAND PARK BLVD, WAUSAU Residential Building Review (1100 HIGHLAND PARK BLVD, WAUSAU) Status Not Approved

Dear: DAVE SETHER

If you have any further questions regarding this project, please do not hesitate to contact our office.

Sincerely,

Melissa Engen

Plan Review Comments

Inspections Residential - Phil Borchardt - 715-261-6788 -
Phil.Borchardt@ci.wausau.wi.us

Not Approved

Review Comments:

Zoning - William Hebert - 715-261-6783 - william.hebert@ci.wausau.wi.us

Conditional

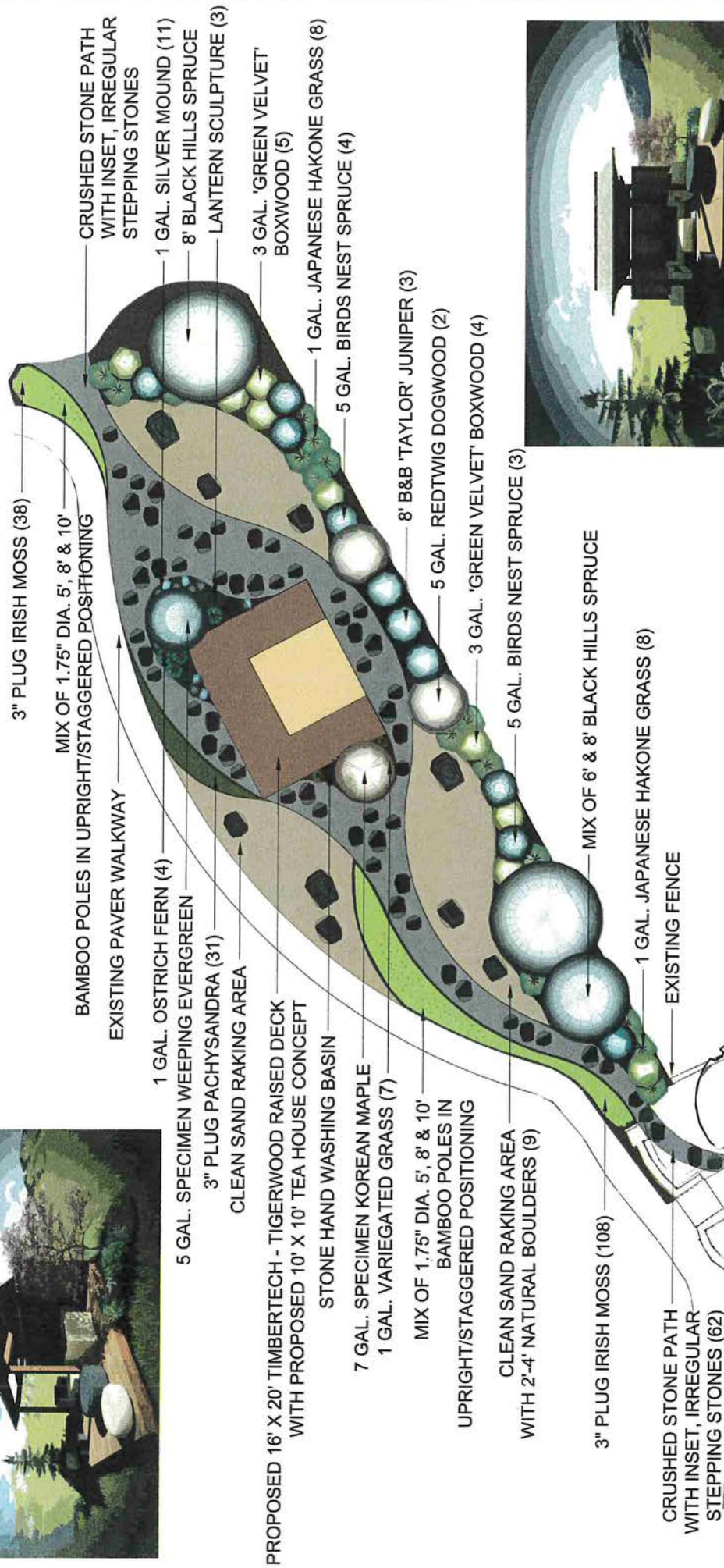
Review Comments:

Located in rear 35% of lot. The minimum setback is 3' from the property line. Must be verified to inspector at first inspection.

Distance

Plot Coordinates





Wasschenner RESIDENCE

date: may 9th, 2017
scale: one inch equals five feet
drawn by: DAVE SETH

City of Wausau



May 23, 2022

William D Hebert, MPA
Chief Inspector / Zoning Administrator

Richard D. Grefe, Building Inspector
Rick K. Pergolski, Electrical Inspector
Dennis J. Kurszewski, Plumbing Inspector
Travis R. Lepinski, Property Inspector
Adam C. Malzahn, Property Inspector

Mathew W Aschbrenner
Kristen H Bagnall
1100 Highland Park Blvd

Re: 1100 Highland Park Blvd; Key No. 2907.254.0012

Dear Property Owner(s):

During a recent inspection that was made by our office, the following was observed regarding the property you own located at the above-referenced address:

A gazebo and coordinating landscaping were installed without obtaining the required permit. The project was constructed on a public right-of-way, not on private property, therefore the project shall be removed in its entirety.

This item is in violation of the following sections of the Wausau Municipal Code:

Chapter 15.20.010 – Required

A building permit signed by the Building Inspector shall be obtained before footing and foundation excavation or the commencement of construction, alteration or remodeling or moving of any building or structure within the City. The building permit may be obtained by the owner or contractor or by the party by whom the work is to be performed; any or all of the foregoing may be prosecuted for failure to obtain the permit. The fees payable to the City treasurer for building permits shall be as set forth in section 3.40.010(a).

Chapter 15.20.010 – Plans and specifications

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

An initial permit application was submitted on September 26, 2017 and was not approved. Construction drawings and a site plan were requested. The site plan submitted indicated the gazebo would be placed within the property lot lines, but additional verification was requested. On October 10, 2017 the projected status was updated to Withdrawn. No permit was issued.

Your cooperation in this matter would be greatly appreciated. Should you have any questions, please feel free in contacting me at 715.261.6780.

Sincerely,

William D. Hebert, MPA
Chief Inspector / Zoning Administrator

WDH:drp

City of Wausau • 407 Grant Street • Wausau, WI 54403-4783

715.261.6780



inspections@ci.wausau.wi.us



Division of Inspection, Zoning
& Electrical Systems

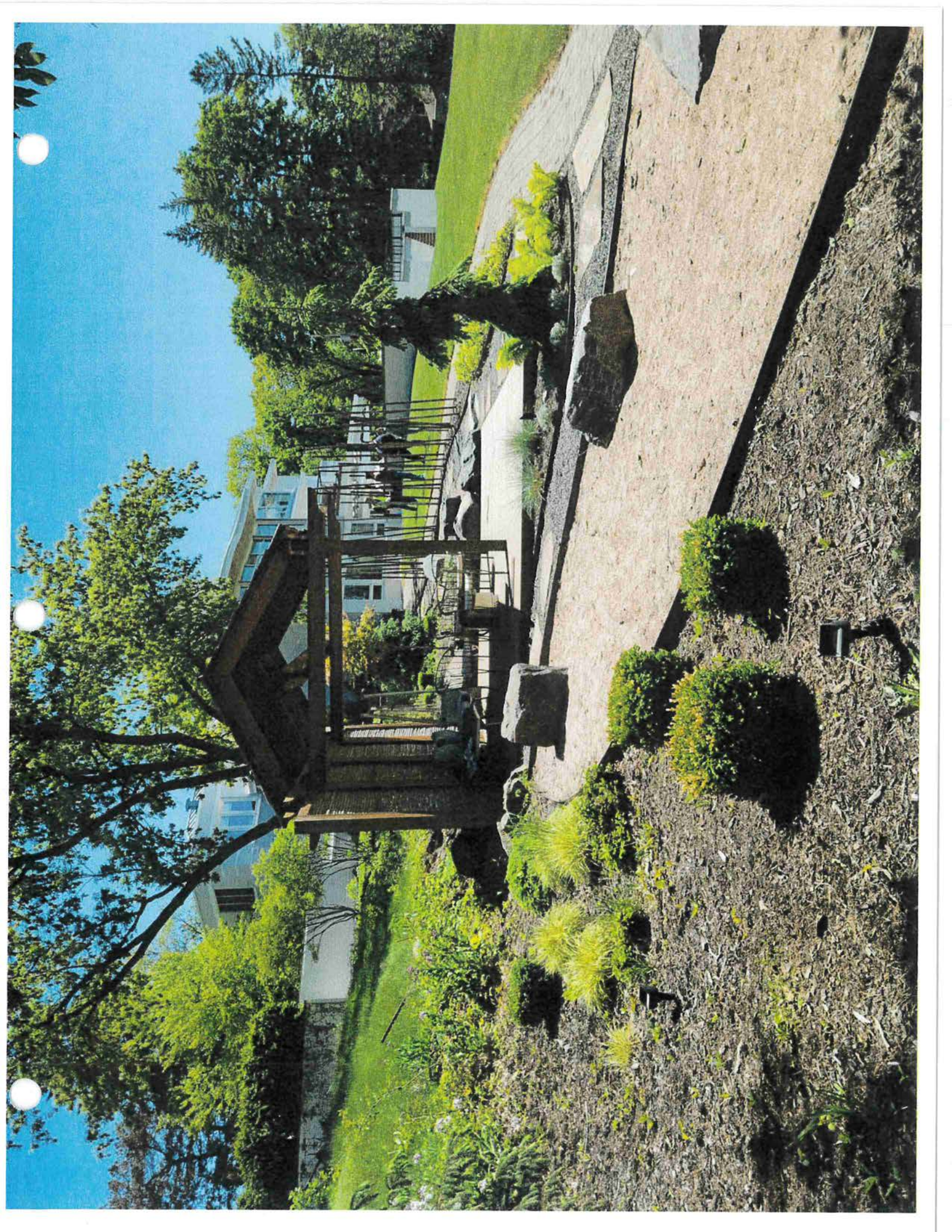


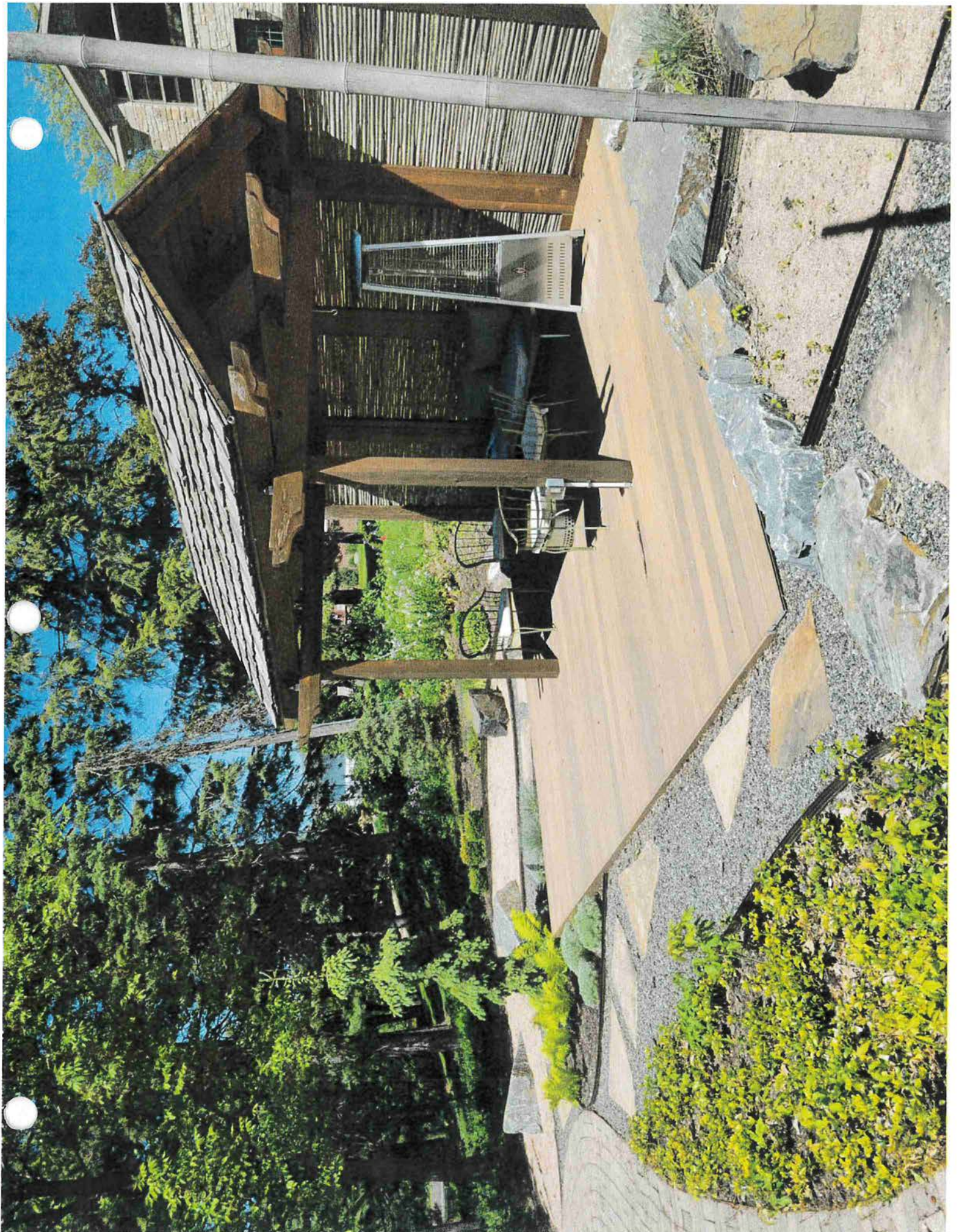


Looking East

Everest Boulevard

Adams Street





RESOLUTION OF THE ECONOMIC DEVELOPMENT COMMITTEE

Approving Second Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for Wausau East Riverfront

Committee Action: Approved 5-0

Fiscal Impact: None

File Number: 20-0826

Date Introduced: May 10, 2022

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, on August 25, 2020, the Common Council approved the Declaration of Covenants, Conditions, Restrictions and Easements for Wausau East Riverfront (Resolution and Declaration attached, as File No. 20-0826) which was recorded September 14, 2020 as Document #1814469 with the Marathon County Register of Deeds; and

WHEREAS, on March 23, 2021, the Common Council approved the First Amendment to the Declaration of Covenants, Conditions, Restrictions and Easements for Wausau East Riverfront; and

WHEREAS, it is necessary to amend the Declaration to begin calculations of Regular Assessments as of January 1, 2023, rather than January 1, 2022; and

WHEREAS, your Economic Development Committee, at their October 17, 2022, meeting, discussed and recommend approving the Second Amendment to the Declaration of Covenants, Restrictions and Easements for Wausau East Riverfront.

NOW THEREFORE BE IT RESOLVED that the Common Council of the City of Wausau approves the Second Amendment to the Declaration of Covenants, Restrictions and Easements for Wausau East Riverfront and authorizes the appropriate City officials to execute the document.

Approved:

Katie Rosenberg, Mayor

MINUTES

Economic Development Committee Meeting

Date / time Tuesday, October 17, 2022, at 5:15 P.M. | *Meeting called to order by* Watson at 5:16 P.M.

In Attendance

Members Present: Sarah Watson, Chad Henke, Tom Kilian, Carol Lukens, Lisa Rasmussen
Others Present: Liz Brodek, Randy Fifrick, MaryAnne Groat, Shannon Graff, Mayor Rosenberg, Atty. Anne Jacobson, Scott Kwiecinski (Horizon Development), Tyler Sheeran (Commonwealth), Luke Samalya (Danna Capital) and Jackson Lindsay (General Capital Group), Trent Claybaugh (Gorman & Company, LLC)

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

Agenda Item 1 – Approval of Minutes from 10/4/22

Rasmussen motioned to approve, seconded by Henke to approve minutes from 10/4/22

Kilian requested the minutes from 10/4/22 be amended to include his comments in detail related to the vacant Thomas Street parcels.

Rasmussen amended her motion to include the additional comments as requested by Kilian. Henke seconded.

Approved unanimously 5-0

Agenda Item 2 – Discussion and possible action approving Second Amendment to East Riverfront Declaration (Brodek, Atty. Jacobson)

Brodek explained the amendment is to change the date in which regular assessments would be calculated. Initially they were to begin calculating them on 1/1/22 but the amendment is requesting this be changed to 1/1/23 as the request of a couple of the current property owners.

Kilian motioned to approve amendment, seconded by Lukens.

Approved Unanimously 5-0.

Agenda Item 3 – Discussion and possible action approving Third Amendment to East Riverfront Declaration (Brodek, Atty. Jacobson)

Brodek explained that the East Riverfront Declaration was created in part to apportion assessments for ongoing maintenance and improvement costs among owners in the Riverlife area, so each owner has proportional responsibility. Riverlife II, the Riverlife Condos is set to close on 11/2/22 so the declaration must be amended to honor the updated parcel configurations and adjust proportional responsibility throughout. She noted it's a .001 percent change to the original configurations. Brodek said the following replacements would occur:

- Exhibit B-3 would replace Exhibit B (Declaration of Lots, Common Areas, Zones)
- Exhibit C-3 would replace Exhibit C (Legal Description of Lots)
- Exhibit D-3 would replace Exhibit D (Net Square Footage and Ownership Units of Lots).

Rasmussen motioned to approve, seconded by Henke.

Approved Unanimously 5-0

To: Economic Development Committee
From: Liz Brodek, Development Director
Date: October 17, 2022
Re: Second Amendment to East Riverfront Declaration



The East Riverfront Declaration were created to apportion assessments for ongoing maintenance and improvement costs among owners in the Riverlife area. The original East Riverfront Declaration, adopted in August 2020, stated that Regular Assessments would be calculated beginning on 1/1/2022. The original Declaration is included in the packet for additional background and reference. (See Section 7.) This Second Amendment to the Declaration replaces Section 7.4.2 with assessment calculations beginning 1/1/2023.

Staff recommends that this Committee accept the Second Amendment to the East Riverfront Declarations.

**SECOND AMENDMENT TO
EAST RIVERFRONT
DECLARATION**

Document Number

Document Title

THIS SECOND AMENDMENT TO EAST RIVERFRONT DECLARATION (this "Amendment") is made as of January 1, 2022 by the **CITY OF WAUSAU**, a Wisconsin Municipal corporation ("Declarant").

RECITALS

A. Declarant entered into a certain Declaration of Covenants, Conditions, Restrictions and Easements for Wausau East Riverfront dated as of August 26, 2020, which instrument was recorded in the Office of the Register of Deeds for Marathon County, Wisconsin, on September 14, 2020 as Document No. 1814469 (the "Original Declaration"), as amended by that certain First Amendment to East Riverfront Declaration dated as of April 16, 2021 and recorded on April 20, 2021 as Document No. 1833317 (the "First Amendment") (the Original Declaration as amended by the First Amendment, hereinafter referred to as the "Declaration").

B. In accordance with the Declaration, Declarant desires to amend the Declaration as set forth in this Amendment.

C. As amended hereby, the Declaration affects the Property described on Exhibit A-2 attached hereto.

NOW, THEREFORE, pursuant to Section 10.2 of the Declaration, Declarant hereby declares the following:

1. Definitions. Any capitalized term used in this Amendment and not defined herein shall have the meaning assigned to that term in the Declaration.

2. Commencement of Assessments. Section 7.4.2 of the Declaration is hereby amended and restated in its entirety as follows:

7.4.2 Date of Commencement of Regular Assessments. The regular assessments provided for in this Article VII shall commence as to all Lots on January 1, 2023.

3. Revised Legal Description of the Property. Effective as of the Effective Date, Exhibit A of the Declaration (Legal Description of the Property) is hereby replaced in its entirety by Exhibit A-2 attached hereto. Any real property which was previously included within the

Recording Area

Name and Return Address

Anne L. Jacobson, Esq.
City of Wausau, City Attorney
407 Grant Street
Wausau, WI 54403

See Exhibit A-2 attached hereto

Parcel Identification Number (PIN)

description of the Property but which, after this Amendment, is no longer included is hereby released from the Declaration.

4. Reaffirmation of Declaration. Except as otherwise expressly set forth herein, all other terms and conditions of the Declaration shall continue and remain in full force and.

[Signature page follows.]

IN WITNESS WHEREOF, the Declarant has executed this Amendment as of the day and year first above written.

DECLARANT

THE CITY OF WAUSAU, WISCONSIN

By: _____
Katie Rosenberg, Mayor

Attest:

By: _____
Kaitlyn Bernarde, Clerk

STATE OF WISCONSIN)
) ss.
COUNTY OF MARATHON)

Personally came before me this _____ day of _____, 2022, Katie Rosenberg and Kaitlyn Bernarde, of the above-named City of Wausau, Wisconsin, to me known to be the persons who executed the foregoing instrument and to me known to be such Mayor and Clerk, respectively, and acknowledged that they executed the foregoing instrument as such officers as the deed of said City of Wausau, Wisconsin, by its authority.

Notary Public, State of Wisconsin
My commission expires: _____

This instrument drafted by:

Isaac J. Roang, Esq.
Quarles & Brady LLP
411 E. Wisconsin Ave., Ste. 2400
Milwaukee, WI 53202

EXHIBIT A-2

LEGAL DESCRIPTION OF THE PROPERTY

North Zone:

Part of Certified Survey Map No. 17367 recorded in the Office of Register of Deeds for Marathon County in Volume 83 of Certified Survey Maps on Page 24, being part of Sections 25 and 26, Township 29 North, Range 7 East, City of Wausau, Marathon County, Wisconsin, described as follows:

All of Lot 1 of said Certified Survey Map No. 17367, and that part of Lot 2 of said Certified Survey Map No. 17367 lying Southerly of the Northerly line of said Lot 1 extended Westerly.

PINs: 291-2907-252-0982
291-2907-252-0981

South Zone:

Lot 1 of Certified Survey Map No. 18353 recorded in the Office of Register of Deeds for Marathon County in Volume 90 of Certified Survey Maps on Page 93, and that part of Lot 2 of said Certified Survey Map No. 18353 lying Northerly of Fulton Street, and Lots 1, 2, and Outlot 1 of Certified Survey Map No. 19069 recorded as Document No. 184558 in the Office of Register of Deeds for Marathon County, being part of the Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$, Section 25, and part of Government Lot 6, Section 26, Township 29 North, Range 7 East, City of Wausau, Marathon County, Wisconsin;
and also;

That portion of said Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ and said Government Lot 6 lying between said Lots 1 and 2 and the Wisconsin River to the West and it's River Channel to the North, being Parkland as dedicated by City of Wausau Common Council Resolution File no. 17-0807.

PINs: 291-2907-264-0969
291-2907-253-0641
291-2907-253-0643
291-2907-264-0971
291-2907-253-0624
291-2907-264-0967
291-2907-264-0968

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

RESOLUTION OF THE ECONOMIC DEVELOPMENT COMMITTEE

Approving Third Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for Wausau East Riverfront and rescinding the Second Amendment approved May 10, 2022

Committee Action: Approved 5-0

Fiscal Impact: None

File Number: 20-0826

Date Introduced: May 10, 2022

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, on August 25, 2020, the Common Council approved the Declaration of Covenants, Conditions, Restrictions and Easements for Wausau East Riverfront (Resolution and Declaration attached, as File No. 20-0826), dated August 26, 2020, and which was recorded September 14, 2020 as Document #1814469 with the Marathon County Register of Deeds; and

WHEREAS, on March 23, 2021, the Common Council approved the First Amendment to the Declaration of Covenants, Conditions, Restrictions and Easements for Wausau East Riverfront, dated April 16, 2021 and revising and replacing Exhibits B-D, depicting lots, common areas and zones, the legal descriptions of the lots and change in net square footage and ownership units of lots; and

WHEREAS, on May 10, 2022, the Common Council approved the Second Amendment to the Declaration of Covenants, Conditions, Restrictions and Easements for Wausau East Riverfront, again for the foregoing reasons, and as described below, following a recommendation from the Economic Development Committee made at their April 6, 2022 meeting;

WHEREAS, that Second Amendment was not recorded, and a Second Amendment delaying the commencement of regular assessments to owners subject to these Declarations is under consideration by the Common Council on October 25, 2022; and

MINUTES

Economic Development Committee Meeting

Date / time Tuesday, October 17, 2022, at 5:15 P.M. | *Meeting called to order by* Watson at 5:16 P.M.

In Attendance

Members Present: Sarah Watson, Chad Henke, Tom Kilian, Carol Lukens, Lisa Rasmussen
Others Present: Liz Brodek, Randy Fifrick, MaryAnne Groat, Shannon Graff, Mayor Rosenberg, Atty. Anne Jacobson, Scott Kwiecinski (Horizon Development), Tyler Sheeran (Commonwealth), Luke Samalya (Danna Capital) and Jackson Lindsay (General Capital Group), Trent Claybaugh (Gorman & Company, LLC)

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

Agenda Item 1 – Approval of Minutes from 10/4/22

Rasmussen motioned to approve, seconded by Henke to approve minutes from 10/4/22

Kilian requested the minutes from 10/4/22 be amended to include his comments in detail related to the vacant Thomas Street parcels.

Rasmussen amended her motion to include the additional comments as requested by Kilian. Henke seconded.

Approved unanimously 5-0

Agenda Item 2 – Discussion and possible action approving Second Amendment to East Riverfront Declaration (Brodek, Atty. Jacobson)

Brodek explained the amendment is to change the date in which regular assessments would be calculated. Initially they were to begin calculating them on 1/1/22 but the amendment is requesting this be changed to 1/1/23 as the request of a couple of the current property owners.

Kilian motioned to approve amendment, seconded by Lukens.

Approved Unanimously 5-0.

Agenda Item 3 – Discussion and possible action approving Third Amendment to East Riverfront Declaration (Brodek, Atty. Jacobson)

Brodek explained that the East Riverfront Declaration was created in part to apportion assessments for ongoing maintenance and improvement costs among owners in the Riverlife area, so each owner has proportional responsibility. Riverlife II, the Riverlife Condos is set to close on 11/2/22 so the declaration must be amended to honor the updated parcel configurations and adjust proportional responsibility throughout. She noted it's a .001 percent change to the original configurations. Brodek said the following replacements would occur:

- Exhibit B-3 would replace Exhibit B (Declaration of Lots, Common Areas, Zones)
- Exhibit C-3 would replace Exhibit C (Legal Description of Lots)
- Exhibit D-3 would replace Exhibit D (Net Square Footage and Ownership Units of Lots).

Rasmussen motioned to approve, seconded by Henke.

Approved Unanimously 5-0

WHEREAS, it is necessary to rescind the Resolution (File No. 20-0826) passed May 10, 2022, and amend the Declaration a third time as follows:

- Revise the overall Declaration property descriptions with updated Certified Survey Map references and 2022 parcel identification numbers
- Update the lot map (reconfiguration of Lots 3 and 4, and Outlot 2 based on new Certified Survey Map)
- Revise legal descriptions for Lots 3 and 4
- Adjust the relative size/percentages based on the reconfiguration of Lots 3 and 4 and Outlot 2

by revising Exhibits B-D, and replacing them with Exhibits B-3 through D-3; and

WHEREAS, your Economic Development Committee, at their October 17, 2022 meeting discussed and recommend approving the Third Amendment to the Declaration of Covenants, Restrictions and Easements for Wausau East Riverfront, as outlined above.

NOW THEREFORE BE IT RESOLVED that the Common Council of the City of Wausau rescinds the Second Amendment approved on May 10, 2022, and approves the Third Amendment to the Declaration of Covenants, Restrictions and Easements for Wausau East Riverfront and authorizes the appropriate City officials to execute the document.

Approved:

Katie Rosenberg, Mayor

To: Economic Development Committee

From: Liz Brodek, Development Director

Date: October 17, 2022

Re: Third Amendment to East Riverfront Declaration



The East Riverfront Declaration was created in part to apportion assessments for ongoing maintenance and improvement costs among owners in the Riverlife area. The Declaration was written so that each owner bears proportional responsibility for care of the area. It was contemplated that updates would occur as parcels were sold to private owners and lots were reconfigured for development. Riverlife II, the Riverlife Condos (Developer Mitch Viegut), is set to close on November 1, 2022. In advance of closing, the East Riverfront Declaration must be amended to memorialize the updated parcel configurations/sizes and adjust proportional responsibility throughout.

This Third Amendment to the Declaration replaces the following Exhibits (all of which were last updated by the First Amendment which were adjustments due to Riverlife I):

- Exhibit B (Declaration of Lots, Common Areas, and Zones) with Exhibit B-3
- Exhibit C (Legal Description of Lots) with Exhibit C-3
- Exhibit D (Net Square Footage and Ownership Units of Lots) with Exhibit D-3

A table comparing Net Square Footage and Ownership Units of Lots (Exhibit D from First Amendment to D-3 of this Third Amendment) is below:

North Zone Lots

Lot	Acreage D	Acreage D-3	Units (% of total) – D	Units (% of total) – D-3	% of Zone D	% of Zone D-3
5	0.884	0.884	12.4 units (12.4%)	12.5 units (12.5%)	37.7	37.7
6	0.570	0.570	8.0 units (8.0%)	8.0 units (8.0%)	24.3	24.3
7	0.471	0.471	6.6 units (6.6%)	6.6 units (6.6%)	20.1	20.1
8	0.420	0.420	5.9 units (5.9%)	5.9 units (5.9%)	17.9	17.9
Totals	2.346	2.346	33.0 units (33.0%)	33.1 units (33.1%)	100	100

South Zone Lots

Lot	Acreage D	Acreage D-3	Units (% of total) – D	Units (% of total) – D-3	% of Zone D	% of Zone D-3
1	0.888	0.8	12.5 units (12.5%)	12.5 units (12.5%)	18.6	18.7
2	1.115	1.115	15.7 units (15.7%)	15.7 units (15.7%)	23.4	23.5
3	1.915	1.393	26.9 units (26.9%)	19.7 units (19.7%)	40.1	29.4
4	0.852	1.345	12.0 units (12.0%)	19.0 units (19.0%)	17.9	28.4
Totals	4.471	4.472	67.0	66.9 units	100	100

Staff recommends that this Committee accept the Third Amendment to the East Riverfront Declarations.

**THIRD AMENDMENT TO EAST
RIVERFRONT DECLARATION**

Document Number

Document Title

THIS THIRD AMENDMENT TO EAST RIVERFRONT DECLARATION (this "Amendment") is made as of [____], 2022 by the **CITY OF WAUSAU**, a Wisconsin Municipal corporation ("Declarant").

RECITALS

A. Declarant entered into a certain Declaration of Covenants, Conditions, Restrictions and Easements for Wausau East Riverfront dated as of August 26, 2020, which instrument was recorded in the Office of the Register of Deeds for Marathon County, Wisconsin, on September 14, 2020 as Document No. 1814469 (the "Original Declaration"), as amended by that certain First Amendment to East Riverfront Declaration dated as of April 16, 2021 and recorded on April 20, 2021 as Document No. 1833317 (the "First Amendment"), and as further amended by that certain Second Amendment to East Riverfront Declaration dated as of January 1, 2022 and recorded on [____], 2022 as Document No. [____] (the "Second Amendment") (the Original Declaration as amended by the First Amendment and the Second Amendment, hereinafter referred to as the "Declaration").

B. In accordance with the Declaration, Declarant desires to amend the Declaration as set forth in this Amendment.

C. As last modified by the Second Amendment, the Declaration affects the Property described on Exhibit A attached hereto.

NOW, THEREFORE, pursuant to Section 10.2 of the Declaration, Declarant hereby declares the following:

1. Definitions. Any capitalized term used in this Amendment and not defined herein shall have the meaning assigned to that term in the Declaration.

2. Revised Exhibits. Effective as of the Effective Date, (i) Exhibit B of the Declaration (Depiction of Lots, Common Areas and Zones), which was last modified by the First Amendment, is hereby replaced in its entirety by Exhibit B-3 attached hereto, (ii) Exhibit C of the Declaration (Legal Description of Lots), which was last modified by the First Amendment, is hereby replaced in its entirety by Exhibit C-3 attached hereto, and (iii) Exhibit D of the

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 hereto

Parcel Identification Number (PIN)

Declaration (Net Square Footage and Ownership Units of Lots), which was last modified by the First Amendment, is hereby replaced in its entirety by Exhibit D-3 attached hereto.

3. Reaffirmation of Declaration. Except as otherwise expressly set forth herein, all other terms and conditions of the Declaration shall continue and remain in full force and.

[Signature page follows.]

IN WITNESS WHEREOF, the Declarant has executed this Amendment as of the day and year first above written.

DECLARANT

THE CITY OF WAUSAU, WISCONSIN

By: _____
Katie Rosenberg, Mayor

Attest:

By: _____
Kaitlyn Bernarde, Clerk

STATE OF WISCONSIN)
) ss.
COUNTY OF MARATHON)

Personally came before me this _____ day of _____, 2022, Katie Rosenberg and Kaitlyn Bernarde, of the above-named City of Wausau, Wisconsin, to me known to be the persons who executed the foregoing instrument and to me known to be such Mayor and Clerk, respectively, and acknowledged that they executed the foregoing instrument as such officers as the deed of said City of Wausau, Wisconsin, by its authority.

Notary Public, State of Wisconsin
My commission expires: _____

This instrument drafted by:

Isaac J. Roang, Esq.
Quarles & Brady LLP
411 E. Wisconsin Ave., Ste. 2400
Milwaukee, WI 53202

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

North Zone:

Part of Certified Survey Map No. 17367 recorded in the Office of Register of Deeds for Marathon County in Volume 83 of Certified Survey Maps on Page 24, being part of Sections 25 and 26, Township 29 North, Range 7 East, City of Wausau, Marathon County, Wisconsin, described as follows:

All of Lot 1 of said Certified Survey Map No. 17367, and that part of Lot 2 of said Certified Survey Map No. 17367 lying Southerly of the Northerly line of said Lot 1 extended Westerly.

PINs: 291-2907-252-0982
291-2907-252-0981

South Zone:

Lot 1 of Certified Survey Map No. 18353 recorded in the Office of Register of Deeds for Marathon County in Volume 90 of Certified Survey Maps on Page 93, and that part of Lot 2 of said Certified Survey Map No. 18353 lying Northerly of Fulton Street, and Lots 1, 2, and Outlot 1 of Certified Survey Map No. 19069 recorded as Document No. 184558 in the Office of Register of Deeds for Marathon County, being part of the Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$, Section 25, and part of Government Lot 6, Section 26, Township 29 North, Range 7 East, City of Wausau, Marathon County, Wisconsin;
and also;

That portion of said Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ and said Government Lot 6 lying between said Lots 1 and 2 and the Wisconsin River to the West and it's River Channel to the North, being Parkland as dedicated by City of Wausau Common Council Resolution File no. 17-0807.

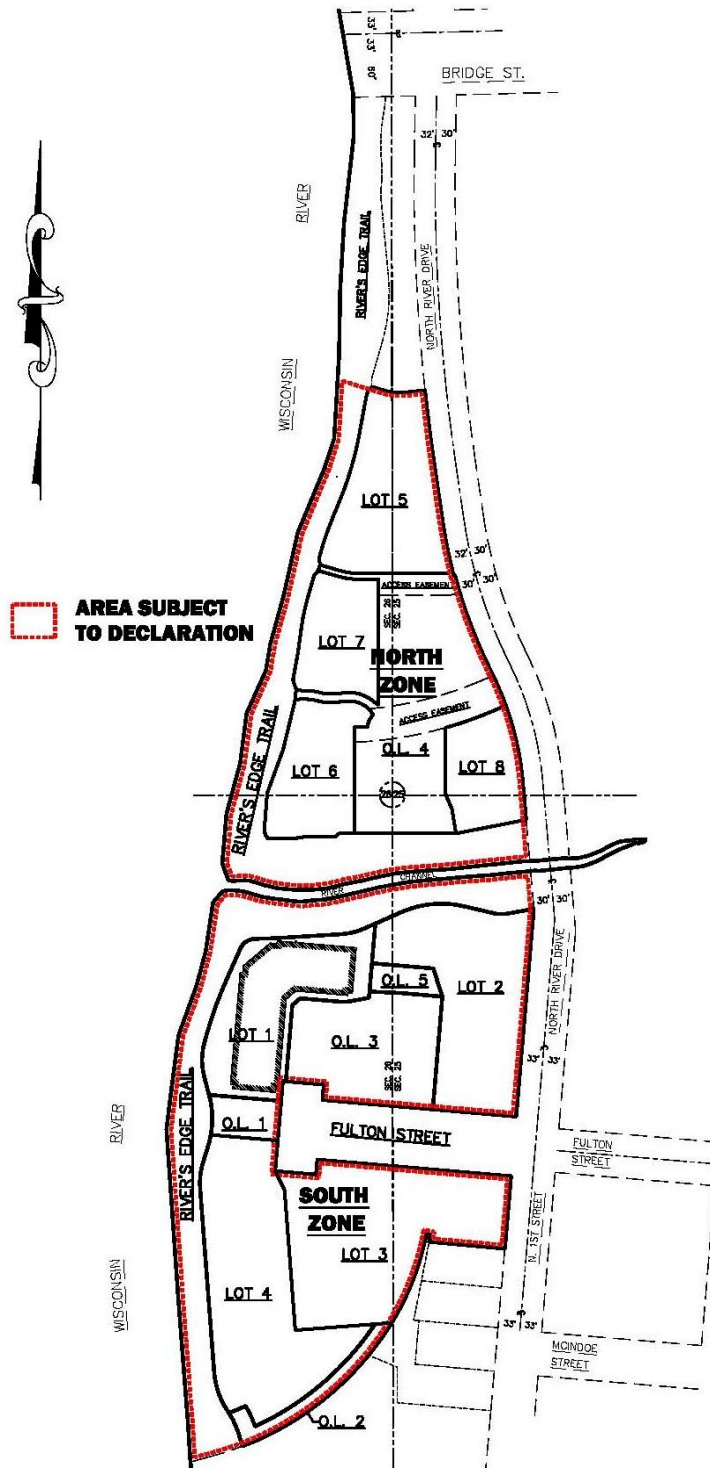
PINs: 291-2907-264-0969
291-2907-253-0641
291-2907-253-0643
291-2907-264-0971
291-2907-253-0624
291-2907-264-0967
291-2907-264-0968

EXHIBIT B-3

DEPICTION OF LOTS, COMMON AREAS AND ZONES

EXHIBIT MAP

PART OF SECTIONS 25 AND 26, TOWNSHIP 29 NORTH, RANGE 7 EAST, CITY OF WAUSAU,
MARATHON COUNTY, WISCONSIN.



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SCALE IN FEET
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PAGE 1 OF 1

DRAWN BY: D. HUENPFNE

Exhibit B-3
Page 1

EXHIBIT C-3

LEGAL DESCRIPTION OF LOTS

North Zone Lots

Lot 5

Lot 1 of Certified Survey Map No. 17367, recorded on April 19, 2016 at the Office of Register of Deeds for Marathon County in Volume 83 of Certified Survey Maps on Page 24 as Document No. 1711959, being a part of the Southwest 1/4 of the Northwest 1/4 and part of the Northwest Quarter 1/4 of the Southwest Quarter 1/4, Section 25, and part of Government Lots 5 and 6, Section 26, Township 29 North, Range 7 East, in the City of Wausau, Marathon County, Wisconsin.

PIN: 291.2907.252.0982

Lot 6

Part of Lot 2 of Certified Survey Map No. 17367 recorded in the Office of Register of Deeds for Marathon County in Volume 83 of Certified Survey Maps on Page 24, being part of Government Lots 5 and 6, Section 26, Township 29 North, Range 7 East, City of Wausau, Marathon County, Wisconsin, described as follows:

Commencing at the South ¼ corner of said Section 26; thence N 89° 00' 45" E, along the South line of the Southeast ¼ of said Section 26, 2552.60 feet to the Southeast corner of said Section 26; thence N 0°51'39" W, 2732.18 feet to the point of beginning;

Thence N 90°00'00" W, 19.07 feet; thence S 0°00'00" E, 160.75 feet; thence N 90°00'00" W, 24.00 feet; thence S 45°00'00" W, 6.25 feet; thence N 90°00'00" W, 43.29 feet; thence S 81°00'00" W, 22.91 feet; thence N 90°00'00" W, 37.00 feet; thence along the arc of a curve to the right having a chord bearing of N 19°43'44" W and a chord distance of 16.04 feet and a radius of 19.81 feet; thence N 4°09'13" E, 40.01 feet; thence N 5°50'43" E, 14.01 feet; thence N 20°00'00" E, 70.00 feet; thence N 13°40'00" E, 77.00 feet; thence along the arc of a non-tangential curve to the right having a chord bearing S 87°00'00" E and a chord distance of 35.00 feet and a radius of 80.85 feet; thence along the arc of a curve to the left having a chord bearing of S 84°00'00" E and a chord distance of 20.00 feet and a radius of 60.59 feet; thence N 86°30'00" E, 26.00 feet; thence along the arc of a curve to the right having a chord bearing of S 61°15'24" E and a chord distance of 42.44 feet and a radius of 39.77 feet; thence along the arc of a non-tangential curve to the left having a chord bearing S 25°37'00" W and a chord distance of 20.00 feet and a radius of 28.64 feet to the point of beginning, said parcel containing approximately 0.57 acres.

PIN: Part of 291-2907-252-0981

[Legal descriptions of North Zone Lots continue on following page]

Lot 7

Part of Lot 2 of Certified Survey Map No. 17367 recorded in the Office of Register of Deeds for Marathon County in Volume 83 of Certified Survey Maps on Page 24, being part of Government Lots 5 and 6, Section 26, Township 29 North, Range 7 East, City of Wausau, Marathon County, Wisconsin, described as follows:

Commencing at the South $\frac{1}{4}$ corner of said Section 26; thence N $89^{\circ} 00' 45''$ E, along the South line of the Southeast $\frac{1}{4}$ of said Section 26, 2552.60 feet to the Southeast corner of said Section 26; thence N $0^{\circ} 31' 02''$ W, 2765.53 feet to the point of beginning;

Thence N $54^{\circ} 45' 57''$ W, 14.40 feet; thence along the arc of a curve to the left having a chord bearing of N $74^{\circ} 07' 58''$ W and a chord distance of 35.00 feet and a radius of 52.77 feet; thence S $86^{\circ} 30' 00''$ W, 26.00 feet; thence along the arc of a curve to the right having a chord bearing of N $84^{\circ} 00' 00''$ W and a chord distance of 15.71 feet and a radius of 47.59 feet; thence along the arc of a curve to the left having a chord bearing of N $83^{\circ} 41' 48''$ W and a chord distance of 30.00 feet and a radius of 93.85 feet; thence N $75^{\circ} 19' 59''$ W, 7.52 feet; thence N $18^{\circ} 19' 50''$ W, 15.00 feet; thence N $10^{\circ} 24' 03''$ E, 41.51 feet; thence N $7^{\circ} 52' 08''$ E, 40.32 feet; thence along the arc of a curve to the right having a chord bearing of N $11^{\circ} 54' 56''$ E and a chord distance of 40.65 feet and a radius of 288.00 feet; thence N $15^{\circ} 57' 44''$ E, 38.16 feet; thence N $40^{\circ} 04' 23''$ E, 9.84 feet; thence S $73^{\circ} 56' 10''$ E, 31.84 feet; thence along the arc of a curve to the left having a chord bearing of S $81^{\circ} 58' 05''$ E and a chord distance of 30.46 feet and a radius of 109.00 feet; thence N $90^{\circ} 00' 00''$ E, 29.83 feet; thence S $0^{\circ} 00' 00''$ E, 189.06 feet to the point of beginning, said parcel containing 0.471 acres.

PIN: Part of 291-2907-252-0981

Lot 8

Part of Lot 2 of Certified Survey Map No. 17367 recorded in the Office of Register of Deeds for Marathon County in Volume 83 of Certified Survey Maps on Page 24, being part of Government Lots 5 and 6, Section 26, Township 29 North, Range 7 East, City of Wausau, Marathon County, Wisconsin, described as follows:

Commencing at the South $\frac{1}{4}$ corner of said Section 26; thence N $89^{\circ} 00' 45''$ E, along the South line of the Southeast $\frac{1}{4}$ of said Section 26, 2552.60 feet to the Southeast corner of said Section 26; thence N $1^{\circ} 36' 46''$ E, 2731.65 feet to the point of beginning;

Thence along the arc of a curve to the left having a chord bearing of N $70^{\circ} 39' 02''$ E and a chord distance of 75.22 feet and a radius of 596.67 feet; thence N $67^{\circ} 02' 12''$ E, 22.02 feet to the Easterly line of said Lot 2; thence along said Easterly line and along the arc of a curve to the right having a chord bearing of S $12^{\circ} 25' 39''$ E and a chord distance of 120.33 feet and a radius of 462.33 feet; thence S $4^{\circ} 57' 01''$ E, along said Easterly line, 55.00 feet; thence S $78^{\circ} 58' 35''$ W, 108.00 feet; thence N $9^{\circ} 31' 27''$ W, 36.94 feet; thence N $23^{\circ} 00' 00''$ W, 25.00 feet; thence N $0^{\circ} 00' 00''$ E, 100.00 feet to the point of beginning, said parcel containing 0.420 acres.

PIN: Part of 291-2907-252-0981

[End of North Zone Lots; legal descriptions of South Zone Lots on following pages]

South Zone Lots

Lot 1

Parcel A (of Lot 1)

Lot one (1) of Certified Survey Map No. 18353 recorded in the office of the Register of Deeds in Volume 90 of Certified Survey Maps on Page 93, as Document No. 1781845 and affidavit of correction as Document No. 1783081; being part of Government Lot 6, Section twenty-six (26), Township twenty-nine (29) North, Range seven (7) East, in the City of Wausau, Marathon County, Wisconsin.

Parcel B (of Lot 1):

Part of Lot 2 of Certified Survey Map No. 18353 recorded in the Office of Register of Deeds for Marathon County in Volume 90 of Certified Survey Maps on Page 93, being part of Government Lot 6, Section 26, Township 29 North, Range 7 East, City of Wausau, Marathon County, Wisconsin, described as follows: Commencing at the Southeast corner of Lot 1, said Certified Survey Map No. 18353; thence North 4°53'30" E, along the Easterly line of said Lot 1, 30.00 feet to the point of beginning; Thence continuing N 4°53'30" E, along said Easterly line, 116.52 feet; thence N 49°53'22" E, along said Easterly line, 22.06 feet; thence S 85°03'58" E, along said Easterly line, 60.49 feet; thence continuing along said Easterly line and along the arc of a curve to the left, having a chord bearing of N 84°35'10" E and a chord distance of 12.46 feet and a radius of 34.68 feet; thence N 74°14'18" E, along said Easterly line, 32.90 feet to the East line of said Lot 1; thence S 4°56'02" W, 9.66 feet; thence S 80°00'0" W, 31.45 feet; thence along the arc of a curve to the right, having a chord bearing of S 87°28'01" W and a chord distance of 10.40 feet and a radius of 40.00 feet; thence N 85°03'58" W, 62.41 feet; thence S 49°53'22" W, 15.92 feet; thence S 4°53'30" W, 115.61 feet to the Northerly right-of-way of Fulton Street; thence N 85°06'30" W, along said Northerly right-of-way, 4.75 feet to said Easterly line of Lot 1, the point of beginning, containing 0.029 acres.

Parcel C (of Lot 1):

Part of Lot 2 of Certified Survey Map No. 18353 recorded in the Office of Register of Deeds for Marathon County in Volume 90 of Certified Survey Maps on Page 93, being part of Government Lot 6, Section 26, Township 29 North, Range 7 East, City of Wausau, Marathon County, Wisconsin, described as follows: Commencing at the Southwest corner of Lot 1, said Certified Survey Map No. 18353, the point of beginning; Thence N 85°06'38" W, 9.27 feet to the Westerly line of said Lot 2; thence N 14°50'00" W, along said Westerly line, 27.95 feet; thence along said Westerly line and along the arc of a curve to the right having a chord bearing of N 0°25'00" E and a chord distance of 52.61 feet and a radius of 100.00 feet; thence N 15°40'00" E, along said Westerly line, 11.22 feet; thence along said Westerly line and along the arc of a curve to the right having a chord bearing of N 19°54'00" E and a chord distance of 88.58 feet and a radius of 600.00 feet; thence N 24°08'00" E, along said Westerly line, 41.24 feet to the Westerly line of said Lot 1; thence S 4°53'22" W, along said Westerly line, 18.24 feet; thence S 14°00'00" W, along said Westerly line, 100.00 feet; thence S 4°53'22" W, along said Westerly line, 97.31 feet to said Southwest corner of Lot 1, the point of beginning, containing 0.079 acres.

PINs: 291.2907.264.0969

[Legal descriptions of South Zone Lots continue on following page]

Lot 2

Part of Lot 2 of Certified Survey Map No. 18353 recorded in the Office of Register of Deeds for Marathon County in Volume 90 of Certified Survey Maps on Page 93, being part of Government Lot 6, Section 26, Township 29 North, Range 7 East, City of Wausau, Marathon County, Wisconsin, described as follows:

Commencing at the South $\frac{1}{4}$ corner of said Section 26; thence N $89^{\circ} 00' 45''$ E, along the South line of the Southeast $\frac{1}{4}$ of said Section 26, 2552.60 feet to the Southeast corner of said Section 26; thence N $1^{\circ} 31' 45''$ E, 2155.38 feet to the point of beginning;

Thence N $4^{\circ} 52' 48''$ E, 170.97 feet; thence N $17^{\circ} 54' 14''$ W, 44.53 feet; thence N $85^{\circ} 07' 43''$ W, 93.19 feet to the Westerly line of said Lot 2; thence N $4^{\circ} 56' 02''$ E, along said Westerly line, 60.04 feet to the Northerly line of said Lot 2; thence N $66^{\circ} 22' 00''$ E, along said Northerly line, 43.50 feet; thence along said Northerly line and along the arc of a curve to the right having a chord bearing of N $84^{\circ} 45' 00''$ E and a chord distance of 94.61 feet and a radius of 150.00 feet; thence S $76^{\circ} 52' 00''$ E, along said Northerly line, 46.22 feet; thence along said Northerly line and along the arc of a curve to the left having a chord bearing of S $88^{\circ} 26' 00''$ E and a chord distance of 20.05 feet and a radius of 50.00 feet; thence N $80^{\circ} 00' 00''$ E, along said Northerly line, 40.96 feet to the Easterly line of said Lot 2; thence S $4^{\circ} 52' 17''$ W, along said Easterly line, 314.48 feet; thence N $85^{\circ} 07' 43''$ W, 126.37 feet to the point of beginning, said parcel containing 1.115 acres.

PIN: Part of 291-2907-253-0641

Lot 3

Part of Lot 2 of Certified Survey Map No. 19069 recorded in the Office of Register of Deeds for Marathon County as Document No. 1845587, being part of the Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$, Section 25, and part of Government Lot 6, Section 26, Township 29 North, Range 7 East, City of Wausau, Marathon County, Wisconsin, except that portion lying Southerly of the following described line:

Commencing at the Northwest corner of said Lot 2; thence S $26^{\circ} 39' 22''$ E, along the Westerly line of said Lot 2, 31.84 feet; thence S $4^{\circ} 25' 04''$ E, along the Westerly line, 212.33 feet; thence N $85^{\circ} 34' 56''$ E, along the boundary of said Lot 2, 120.91 feet to the beginning of said line; Thence continuing N $85^{\circ} 34' 56''$ E, 25.15 feet to the Easterly line of said Lot 2 and the end of said line; said parcel containing 1.393 acres.

PIN: Part of 291-2907-253-0643

Lot 4

Lot 1 of Certified Survey Map No. 19069 recorded in the Office of Register of Deeds for Marathon County as Document No. 1845587, being part of Government Lot 6, Section 26, Township 29 North, Range 7 East, City of Wausau, Marathon County, Wisconsin, said parcel containing 1.345 acres.

PIN: 291-2907-264-0968

[End of South Zone Lots]

Exhibit C-3
Page 4

EXHIBIT D-3

NET SQUARE FOOTAGE AND OWNERSHIP UNITS OF LOTS

North Zone Lots

<u>Lot</u>	<u>Acreage</u>	<u>Units (% of total)</u>	<u>% of Zone</u>
Lot 5	0.884 acres	12.5 Units (12.5%)	37.7% of North Zone
Lot 6	0.570 acres	8.0 Units (8.0%)	24.3% of North Zone
Lot 7	0.471 acres	6.6 Units (6.6%)	20.1% of North Zone
Lot 8	0.420 acres	5.9 Units (5.9%)	17.9% of North Zone
Totals:	2.346 acres	33.1 Units (33.1%)	100%

South Zone Lots

<u>Lot</u>	<u>Acreage</u>	<u>Units (% of total)</u>	<u>% of Zone</u>
Lot 1	0.888 acres	12.5 Units (12.5%)	18.7 % of South Zone
Lot 2	1.115 acres	15.7 Units (15.7%)	23.5 % of South Zone
Lot 3	1.393 acres	19.7 Units (19.7%)	29.4 % of South Zone
Lot 4	1.345 acres	19.0 Units (19.0%)	28.4 % of South Zone
Totals:	4.742 acres	66.9 Units (66.9%)	100%

Lot Totals (both zones): 7.088 acres; 100.0 Units

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

RESOLUTION OF THE FINANCE COMMITTEE

Approving and Adopting the Budget for professional services related to supplemental site investigation from GEI Consultants, Inc. at 1300 Cleveland Avenue and approving Proposal for Supplemental Site Investigation and U. S. Environmental Protection Agency Brownfields Clean up Grant Application

Committee Action: Approved 4-0

Fiscal Impact: \$33,800

File Number: 21-1109B

Date Introduced: September 27, 2022
October 25, 2022

FISCAL IMPACT SUMMARY

COSTS	<i>Budget Neutral</i>	Yes ☒ No ☐	
	<i>Included in Budget:</i>	Yes ☐ No ☒	<i>Budget Source: Environmental Fund Reserves</i>
	<i>One-time Costs:</i>	Yes ☒ No ☐	<i>Amount: \$33,800</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> ☐		

WHEREAS, the City of Wausau is working cooperatively with the Wisconsin Department of Natural Resources to characterize the soils and ground water at 1300 Cleveland Avenue; and

WHEREAS, your Finance Committee, on September 27, 2022, reviewed a proposal from GEI Consultants, Inc. (“GEI”), consisting of Tasks 1-8 (1-4 supplementing testing for PFAS and 5-8, Remedial Action Options Report-“RAOR”), and recommended moving forward with Tasks 1-4 addressing PFAS groundwater testing and delay Tasks 5-8 (“RAOR”), while directing staff to pursue the grant opportunity with the U.S. EPA for brownfields cleanup; and

WHEREAS, your Common Council, at their September 27, 2022 meeting, voted to table the resolution approving and adopting the budget for professional services related to supplemental site investigation and RAOR from GEI to the next Council meeting, to include the address of 1300 Cleveland Avenue on the Council agenda; and

WHEREAS, the City received a proposal on October 19, 2022 from GEI to perform supplemental site investigation and was asked by staff, as directed by the Finance Committee, to include an estimate for preparation/submittal of a USEPA Brownfield Grant application as outlined in the attached proposal for an estimated cost of \$33,800.

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 2022 Budget as outlined below

128-228092190	Other Professional Services	\$33,800.00
128-33429	Reserves Environmental Fund	-\$33,800.00; and

BE IT FURTHER RESOLVED the Common Council hereby directs the proper city officials to execute the attached Proposal to include Task 5 not previously considered by the Finance Committee, at a total cost for Tasks 1-5 not to exceed \$33,800.

Approved:

Katie Rosenberg, Mayor

Department of Public Works



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

TO: Finance Committee

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

DATE: October 25, 2022

SUBJECT: WDNR 1300 Cleveland Supplemental Site Investigation & USEPA Brownfield Grant Application – Budget Modification

The WDNR has determined additional site investigation is required in order to adequately characterize the groundwater at this site. The WDNR is requiring a groundwater sample from each monitoring well and the groundwater be tested for PFAS. This amendment to the scope of services originally included the preparation of the Remedial Action Options Report (RAOR). The City Council directed staff to have the RAOR work removed from the amendment and revise the amendment to add in the preparation and submittal of a USEPA Brownfield Grant application. The revised proposal from GEI for the completion of the additional site investigation work and USEPA Grant Application work is attached for your review. Funding is proposed to come from the environmental fund.

Staff recommends approval of the budget modification for completion of the proposed work. The RAOR is delayed until further direction from the council is received.

JOINT FINANCE & HUMAN RESOURCES COMMITTEES

Date and Time: Tuesday, September 13, 2022 @ 5:30 pm., Council Chambers

Finance Members Present: Lisa Rasmussen, Sarah Watson, Carol Lukens, Doug Diny

HR Members Present: Tom, Kilian, Gary Gisselman, Dawn Herbst

Members Excused: Becky McElhaney (HR), Michael Martens (Finance & HR)

Others Present: Maryanne Groat, Ben Bliven, Bob Barteck, Eric Lindman, Matt Barnes, Anne Jacobson, Jeremy Kopp, Katie Rosenberg, Chad Henke, Mary Goede

The Finance Committee was called to order by Chair Lisa Rasmussen.

Both the Chair and Vice Chair of the HR Committee were absent. Nominations were taken for a temporary chair by the clerk. Tom Kilian nominated Dawn Herbst, seconded by Gary Gisselman and a unanimous ballot designated Herbst as temporary Chair for HR. The HR Committee was called to order by Dawn Herbst.

Discussion & possible action approving a budget modification for completing Supplemental Site Investigation Work and a Remedial Action Options Report (RAOR) for 1300 Cleveland Ave

Lisa Rasmussen indicated the memo in the packet states the DNR has requested some additional research to classify some ground water issues. She pointed out an important error was found in that information where it stated, “industrial standard” which has now been corrected to “non-industrial standard.” She noted the Council agreed and promised the neighborhood the city would endeavor to clean it up to residential standard, not industrial. This budget modification will enable us to further the process with the cleanup and the funds to cover the costs would come from the Environmental Fund.

Carol Lukens asked for clarification of the terminology as to whether “non-industrial” was the same as “residential.” Eric Lindman responded there are only two classifications: industrial or non-industrial, which is everything else.

Tom Kilian stated this item has two components, one is the supplemental testing for the PFAS in the ground water, which he totally supports. The other is for the ROAR funding which he requested not be approved at this time. He felt it would be premature and not in the city’s best financial interests. He explained with a ROAR it is better to have a clear idea of exactly how that land will be used in terms of specific development and design. There was an enormous amount of public feedback that those in the neighborhood and most of the city do not want this back to industrial use. What we do not know with any degree of detail is what the public wants that is positive re-use and we need that public input. He did not think they should pull the trigger on the ROAR now because in a couple months there may be a better idea of what to do with that non-industrial land use. He requested the public input session to be held next month also provide language translation/interpretation services where needed.

Kilian indicated he called the EPA this morning to check on Brownfield Grants which are supposed to be used in areas just like this. He sent preliminary information from the DNR data

base to them and the individual he spoke to is going to look at it to see if this site might be eligible, which could be up to \$1 million for remediation. He suggested they consider DNR re-use loans and grants, as well. He reiterated now is not the time for the ROAR, we need public input first. He stated Mr. Thompson from the DNR indicated they could request an extension from the department citing the cause for the delay and expected date of submittal.

Rasmussen stated it is \$26,000 which is a fairly small amount of money to keep that water testing moving forward, although if there is not an issue with the timeline, they certainly could delay action until we know more. Sarah Watson suggested separating them out. Lindman stated his understanding from Council was to move this forward, but there wasn't a use for it yet. He explained there are two things that will dictate the costs for remediation, one is the zoning and the other is the actual use. They could take the path right now without a use to clean it up to non industrial standards, which would include removal of soils, capping part of it, and a cap management plan. Then if anything ever comes in to be developed there would have to be an amendment to the cap management plan.

Motion by Diny, second by Watson to approve moving forward with Tasks 1 -4 addressing PFAS groundwater testing and delay Tasks 5 -8 (ROAR); and direct staff to pursue the grant opportunity. Motion carried 4-0.

Suspend the Rules

9/27/2022

Motion by Watson, second by Henke to Suspend Rule 6(B) Filing.

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

21-1109B Table

9/27/2022

Motion by Gisselman, second by Kilian to table the Resolution of the Finance Committee Approving and Adopting the Budget for professional services related to supplemental site investigation and remedial action options report from GEI (Tasks 1-4) to the next Council meeting.

Maryanne Groat stated at the Finance Committee meeting they approved Tasks 1 -4 in the resolution and delayed Tasks 5 – 8. Lisa Rasmussen explained Tasks 1-4 will get the testing for PFAS screening done, but a hold is put on the rest until grant dollars can be investigated.

Tom Kilian pointed out if you compare the agenda item on the Finance Agenda with the same on the Council Agenda, you can see the address (1300 Cleveland Avenue) was inadvertently left off the Council Agenda. He indicated although he supported the action taken in Finance, because it is a controversial and important location that the absence of the address on the agenda posed challenge for the public to clearly understand what was being voted on. He felt it should be held over to the next meeting where it can be properly agendaized with the address. Attorney Jacobson agreed the agenda would have been clearer if the address had been listed. *Discussion continued.*

Vote to postpone:

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

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

21-1109C

9/27/2022

Motion by Watson, second by Diny to adopt the Resolution from the Finance Committees Approving and Adopting the Budget for professional services related to ARPA subrecipient contract and procurement advisory services.

Anne Jacobson noted in the second to the last Whereas or the last Whereas before the Be it Resolved; it states Finance recommended executing a contract with Booth Management. She asked they agree by consensus to add Booth Management Contract to the Be it Resolved paragraph, as well as to authorize the appropriate city officials to execute it.

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

21-1109D

9/27/2022

Motion by Rasmussen, second by Watson to adopt the Joint Resolution of the Human Resources Committee and the Finance Committee Authorizing the Wausau Fire Department to accept the award of the Federal Emergency Management Agency (FEMA) Staffing for Adequate Fire and Emergency Response (SAFER) Grant, to add nine additional FTE firefighters to the Fire Department Roster for a three-year period beginning 1/1/2023.

Fire Chief Robert Barteck commented this was historic for the Wausau Fire Department founded in 1869 and reviewed the process that led to this moment of being awarded this grant.

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



TO: Finance Committee

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

DATE: October 25, 2022

SUBJECT: WDNR 1300 Cleveland Supplemental Site Investigation & USEPA Brownfield Grant Application – Budget Modification

The WDNR has determined additional site investigation is required in order to adequately characterize the groundwater at this site. The WDNR is requiring a groundwater sample from each monitoring well and the groundwater be tested for PFAS. This amendment to the scope of services originally included the preparation of the Remedial Action Options Report (RAOR). The City Council directed staff to have the RAOR work removed from the amendment and revise the amendment to add in the preparation and submittal of a USEPA Brownfield Grant application. The revised proposal from GEI for the completion of the additional site investigation work and USEPA Grant Application work is attached for your review. Funding is proposed to come from the environmental fund.

Staff recommends approval of the budget modification for completion of the proposed work. The RAOR is delayed until further direction from the council is received.

Consulting
Engineers and
Scientists

October 19, 2022

VIA EMAIL: eric.lindman@ci.wausau.wi.us

Mr. Eric Lindman
Director of Public Works & Utilities
City of Wausau
407 Grant Street
Wausau, Wisconsin 54403

Re: Proposal for Supplemental Site Investigation and Optional Assistance with a U.S. Environmental Protection Agency Brownfields Cleanup Grant Application, Wausau Business Incubator (Former), 1300 Cleveland Avenue, Wausau, WI 54403 WDNR BRRTS# 02-37-587081

Dear Mr. Lindman,

GEI Consultants, Inc. (GEI) has prepared this proposal to outline a scope, cost, and schedule for supporting the City of Wausau (City or Client) with Supplemental Site Investigation (SI) services and an optional U.S. Environmental Protection Agency (EPA) Brownfields Cleanup Grant Application for the Wausau Business Incubator (Former) site at 1300 Cleveland Avenue in the City of Wausau, Marathon County, Wisconsin (the "site"). The site is being investigated under the Wisconsin Department of Natural Resources (WDNR's) Bureau for Remediation and Redevelopment Tracking System (BRRTS) No. 02-37-587081.

GEI, on behalf of the City, previously completed an SI and documented the results in a Site Investigation Report (SIR) that was issued to the WDNR on February 15, 2022. The WDNR subsequently reviewed and provided comments on the SIR in a letter dated April 28, 2022. The WDNR generally agreed with GEI's conclusions presented in the SIR that the degree and extent of soil and groundwater impacts had been adequately defined at the site. However, because Per- and Polyfluoroalkyl Substances (PFAS) were detected in soil at the site, albeit below the only Wisconsin public health standards currently established for PFAS in soil (industrial and non-industrial direct contact), the WDNR concluded that collection of additional groundwater samples for laboratory analysis of PFAS from existing monitoring well locations SBGW-1R, SBGW-3R, SB-1R, SB-5R, and SB-14R was necessary to characterize the potential risks to groundwater related to PFAS concentrations detected in soil. The WDNR concluded that at this time, additional sampling for PFAS in soil is not required.

Consistent with our prior correspondence, we understand that you have requested a proposal for labor, expenses, and subcontractor costs to:

- Collect one round of groundwater samples from the five existing groundwater monitoring wells (SBGW-1R, SBGW-3R, SB-1R, SB-5R, and SB-14R) for laboratory analysis of PFAS;
- Prepare a letter for submittal to the WDNR that summarizes the results of groundwater sampling for PFAS;

- Collect a second round of groundwater samples from the five existing groundwater monitoring wells for laboratory analysis of PFAS (contingency should the initial samples reveal PFAS detections and the WDNR request an additional round of sampling);
- Prepare a second letter for submittal to the WDNR that summarizes the results of the second groundwater sampling event for PFAS (contingency should the initial samples reveal PFAS detections and the WDNR request an additional round of sampling);
- Abandon the existing groundwater monitoring wells following receipt of correspondence from the WDNR indicating that groundwater conditions have been adequately characterized and the monitoring wells can be abandoned;
- Assist the City with preparation and submittal of an optional, Fiscal Year 2023 (FY23) EPA Brownfields Cleanup Grant, provided through EPA's Brownfields and Land Revitalization Program and currently funded by the Infrastructure Investment and Jobs Act (Public Law 117-58, the "Bipartisan Infrastructure Law").

Scope of Services

Task 1 – Initial PFAS Groundwater Sampling and Reporting

GEI will visit the site to collect groundwater samples from existing monitoring wells SBGW-1R, SBGW-3R, SB-1R, SB-5R, and SB-14R. We anticipate the site visit being completed between mid-September and mid-October 2022, within approximately three to six weeks after receiving a signed contract for these services. Prior to collecting groundwater samples, GEI will gauge the wells with a water level meter to obtain data necessary for preparation of a groundwater contour map. Prior to its first use at the site, the water level meter tape will be decontaminated by washing with a solution of water and Alconox detergent, rinsing with potable water, and then triple rinsing with PFAS-free water obtained from an analytical laboratory (Pace Analytical Services – Green Bay, WI [Pace]). For quality assurance/quality control (QA/QC) purposes, a sample of the final PFAS-free rinsate from the water level tape will be collected for laboratory analysis and labeled as "Equipment Blank – Water Level Tape." Before its use at each subsequent well location, the water level tape will be decontaminated as described above; however, a QA/QC sample will only be collected from the first well location.

After obtaining water level measurements, GEI will purge the wells with new disposable bailers constructed of polyvinyl chloride (PVC) affixed to a length of nylon, polypropylene, or cotton rope/twine, all of which are materials considered to be compatible with PFAS sampling. Although QA/QC samples of disposable sampling equipment are not required by Chapter NR 716, Wisconsin Administrative Code, we propose to triple rinse one disposable bailer with PFAS-free water before its initial use at one well location and collect a sample of the final PFAS-free rinsate for laboratory analysis (labeled as "Equipment Blank – Bailer").

Per WDNR guidance, at least four well volumes of water will be purged from the wells before collecting analytical samples for laboratory analysis. Based on well construction information and water levels measured during the SI, we anticipate up to six gallons of purge water being removed from each well prior to sampling. Purge water will be collected in 5-gallon capacity buckets and then transferred into a 55-gallon capacity steel drum (provided by GEI) for temporary storage onsite pending analytical results. Following purging, a groundwater sample for laboratory analysis will be collected from each well with the same bailer used for purging. To satisfy Chapter NR 716 QA/QC requirements, a replicate/duplicate groundwater sample will be collected at one of the monitoring well locations for laboratory analysis (labeled with a suffix of "(Dup).")

All QA/QC and groundwater samples will be placed in analytical containers provided by the laboratory (Pace), stored on ice, and submitted under chain-of-custody (COC) control to Pace for laboratory analysis of WDNR's list of 33 PFAS compounds using the Isotope Dilution method. Sample analysis will be completed using standard turnaround times, which is anticipated to be approximately 3 to 4 weeks from the date of sample receipt.

After receipt of the laboratory analytical results, GEI will prepare a brief letter report to summarize the groundwater sampling procedures and analytical results. The report will include the laboratory analytical report and updated versions of Table A.1., Table A.6., and Figure B.3.c., and if appropriate, a new figure titled Identified Groundwater Impacts (PFAS). We anticipate a draft letter report being issued for City review within approximately two weeks following receipt of the analytical results. Following receipt and reconciliation of City comments on the draft report, a final report will be prepared and issued to the WDNR for their consideration.

Task 2 – Supplemental PFAS Groundwater Sampling and Reporting (Contingency)

GEI has included a contingency for a second round of PFAS groundwater sampling and reporting should the WDNR, upon their review of the letter report summarizing the initial PFAS groundwater sampling event, request additional data to better characterize groundwater conditions at the site. We assumed that activities and costs associated with this task will be identical to those outlined for Task 1, with the sampling occurring approximately 90 to 120 days after the initial event. If the second round of sampling occurs in winter, we have assumed snow removal will not be necessary to access the wells for sampling.

Task 3 – Investigative Waste Management

Following receipt of groundwater analytical results, GEI will seek approval from the City's publicly owned wastewater treatment facility (WWTF), and concurrence from the WDNR, for disposal of monitoring well purge water (up to 110 gallons contained in two 55-gallon capacity drums) at the WWTF. We have assumed WWTF staff will load and haul the drums to the WWTF using vehicles licensed in Wisconsin for waste hauling, meter-in/dispose of the well purge water through the WWTF, and issue waste receipt/disposal documentation to GEI for those services. We anticipate each drum being transported to/disposed at the WWTF within approximately 45 to 60 days after each sampling event, subject to availability of WWTF staff and trucking. We will coordinate with the WWTF so that GEI can attend and document the removal of purge water drums from the site. If analytical results preclude the WWTF from accepting the purge water for disposal, or if the WWTF is unable to transport the drums to the WWTF, GEI can issue a change order to assist the City with evaluation of disposal and/or transportation alternatives. Based on recent correspondence with Mr. Ben Brooks, Wausau Waterworks – Wastewater Superintendent, we understand that neither GEI nor another City Department will be charged by the WWTF for loading, hauling, or disposal of purge water at the WWTF. GEI has also assumed that there will be no third-party fees required to obtain approval for purge water disposal at the WWTF.

Task 4 – Monitoring Well Abandonment

After receiving correspondence from the WDNR indicating that groundwater conditions have been adequately characterized at the site and the monitoring wells can be abandoned, GEI will retain a drilling/probing subcontractor to abandon the five existing monitoring wells in accordance with Chapter NR 141, Wisconsin Administrative Code. GEI will coordinate and be present to document completion of these activities. Following abandonment, we will prepare a Well/Drillhole/Borehole Abandonment form (WDNR Form 3300-5) for each well and submit the forms to the WDNR via an email transmittal to document the well abandonments.

Task 5 – EPA Brownfields Cleanup Grant Application (Optional)

EPA Brownfields Cleanup Grants provide funding for eligible applicants to carry out cleanup activities at eligible sites owned by the applicant. Eligible applicants include local units of government, regional councils, redevelopment agencies, tribes, coalitions of eligible organizations, certain nonprofit organizations, and other government entities. Eligible sites are those that meet the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) definition of a Brownfield Site, including those contaminated by controlled substances, hazardous substances, and/or petroleum products; however, additional eligibility thresholds apply in some instances, such documentation of the absence of a viable responsible party for the contamination. Eligible applicants may request consideration for funding up to \$500,000, between \$500,000 and \$1 Million, and between \$1 Million and \$2 Million. EPA's Request for Applications and other online resources indicate that grant applications must be submitted electronically through www.grants.gov by November 22, 2022, and the EPA anticipates awarding a total estimated 73 Cleanup Grants for FY23, a majority (approximately 40) of which are anticipated to be less than \$500,000.

The probability for a grant award under EPA's Brownfields and Land Revitalization Program is directly related to the grant applicant's ability to demonstrate site eligibility and the extent and effectiveness of the grant application in addressing EPA's scoring criteria, which includes:

- Project Area Description and Plans for Revitalization (Maximum of 55 points):
 - o Overview of Brownfield Challenges and Description of Target Area (5 points)
 - o Description of the Proposed Brownfield Site (10 points)
 - o Reuse Strategy and Alignment with Revitalization Plans (10 points)
 - o Outcomes and Benefits of Reuse Strategy (10 points)
 - o Resources Needed for Site Characterization (5 points)
 - o Resources Needed for Site Remediation (5 points)
 - o Resources Needed for Site Reuse (5 points)
 - o Use of Existing Infrastructure (5 points)
- Community Need and Engagement (maximum of 40 points):
 - o The Community's Need for Funding (5 points)
 - o Health or Welfare of Sensitive Populations (5 points)
 - o Greater Than Normal Incidence of Disease and Adverse Health Conditions (5 points)
 - o Promoting Environmental Justice (10 points)
 - o Community Engagement – Project Involvement (5 points)
 - o Community Engagement – Project Roles (5 points)
 - o Incorporating Community Input (5 points)
- Task Descriptions, Cost Estimates, and Measuring Progress (55 points):
 - o Proposed Cleanup Plan (10 points)
 - o Project Implementation (10 points)
 - o Anticipated Project Schedule (5 points)
 - o Task/Activity Lead (5 points)
 - o Outputs (5 points)
 - o Cost Estimates (15 points)
 - o Measuring Environmental Results (5 points)

- Programmatic Capability and Past Performance (30 points) :
 - o Organizational Structure (5 points)
 - o Description of Key Staff (5 points)
 - o Acquiring Additional Resources (5 points)
 - o Past Grant Performance and Accomplishments (15 points)

Promptly after receiving notice to proceed with a grant application, GEI will schedule a virtual meeting with the City to discuss the grant application process and delegation of tasks between GEI and the City to address the scoring criteria. Because of the compressed schedule for grant application preparation, we anticipate the City will need to have a substantial role in gathering information and/or preparing certain sections of the application, such as those focused on community demographics and need, stimulation of economic development and potential job creation, community engagement, and past grant performance and accomplishments. We also anticipate that weekly calls and/or virtual meetings will be necessary to facilitate effective and timely preparation of a grant application. The extent of the City's role in the application process will affect the cost incurred to prepare and submit the grant application. We anticipate that by November 18, 2022, all necessary application materials (narratives, etc.) will be uploaded to www.grants.gov so that GEI and the City will have up to two business days complete a final review of, and adjust the application before it is submitted for EPA consideration on or before November 22, 2022.

We understand the City does not currently have a redevelopment plan and there remain differing views among City council members and residents in the local community about the desired end use of the site. Without a clear vision and documented support for a particular site development, we anticipate significant challenges in preparing a grant application that would be scored favorably by the EPA in the Reuse Strategy and Alignment with Revitalization Plans, Outcomes and Benefits of Reuse Strategy, Resources Needed for Site Reuse, Community Engagement, Incorporating Community Input, Project Implementation, and Anticipated Project Schedule criteria, which accounts for approximately one-third (1/3) of the scoring. Based on our prior experience with pursuit of State and Federal funding for brownfields sites, and considering the anticipated challenges above and the compressed schedule (successful applications typically require several months of preparation and engagement rather than only a few weeks), we anticipate that a grant application for this site has a low probability of success.

We anticipate that elevated funding for brownfields cleanup via the Infrastructure Investment and Jobs Act will remain for at least the next few years. Accordingly, it may be appropriate to postpone a grant application for this until a redevelopment plan and schedule is available and has demonstrated support by council members and within the local community, if feasible, which should increase points awarded by the EPA in critical scoring criteria categories.

Assumptions

We have assumed the monitoring wells installed in August 2021 as part of the SI remain at the site, are readily accessible on the day of the site visit, and can be sampled as-is without modifications to the protector pipes or well casings.

We have assumed fees for WDNR review of, and comment on GEI deliverables, if requested by the City, will be paid to the WDNR directly by the City.

We have assumed any meetings required to complete these services will be conducted virtually or via conference call. Additional fees may be incurred for in-person meetings.

Fee and Conditions of Service

We propose to complete these services on a time-and-materials basis in accordance with the terms and conditions previously negotiated between the City and GEI for Phase 2 services completed in October 2020, or other mutually agreeable terms and conditions. Based on the anticipated level of effort required to complete the services outlined above, we recommend establishing budgets as outlined below and on Table 1.

<u>Item</u>	<u>Estimated Fee</u>
Task 1 to Task 4 (Site Investigation Services)	\$ 18,800
Task 5 (EPA Cleanup Grant Application):	\$ 15,000

The attached Table 1 and Fee Schedule outline our estimated effort, expenses, personnel categories, and associated rates associated with these services. It is understood that the expenses, personnel categories, hours and cost subtotals for each task may vary depending on when we receive notice to proceed, what staff is available at the time these services are completed, and the site conditions encountered during sampling. Depending on the extent of the City's role in gathering information and/or preparing certain sections of the grant application, costs for Task 5 may be higher or lower than estimated above. However, GEI will not exceed the total estimated fees for these services without first contacting you to explain the need, outline any additional costs, and obtain authorization.

Given the challenges created by the on-going COVID-19 crisis, the performance of the services included in this proposal as well as the satisfaction of the schedule described herein, are contingent and conditioned upon GEI having the ability to deploy the required resources as well as having access to the required site and data/documents to complete the services. These resources include, but are not limited to GEI staff, subcontract vendors and materials providers.

If you have any questions regarding the scope of services, fee, or work schedule as presented herein, please contact us.

Sincerely,

GEI CONSULTANTS, INC.



Michael L. DeBraske, P.E.
Senior Project Engineer



Roger A. Miller, P.G., C.P.G.
Senior Hydrogeologist

Enclosures:

Table 1 – Cost Estimate
Fee Schedule

Accepted By:

CITY OF WAUSAU

Name of Authorized Representative

Title

Signature

Date

Tasks Approved by City (check one or both):

- ☐ Tasks 1-4 (Site Investigation Services)
☐ Task 5 (EPA Cleanup Grant Application)

Table 1 - Cost Estimate
Supplemental Site Investigation and Optional EPA Brownfields Cleanup Grant Application
1300 Cleveland Avenue, Wausau, WI

TASK NO.	ACTIVITY DESCRIPTION	PERSONNEL				REIMBURSABLE EXPENSES						TOTAL
		PERSONNEL CATEGORY	HOURLY RATE	HOURS	COST	ITEM	Quant.	Unit Cost	Bare Cost	Percent Markup	Billed Cost	
1	Initial PFAS GW Sampling & Report											
	- Sampling Prep	Senior Consultant-Grade 8	\$ 196.00	1.00	\$ 196.00	Field Expenses/Equip	1	\$300.00	\$ 300.00		\$ 300.00	
	- Water Lvl's, Purge & Sample Wells	Senior Professional-Grade 6	\$ 160.00	3.00	\$ 480.00	Mileage	200	\$0.625	\$ 125.00		\$ 125.00	
	- Contain Purge Water in Drum at Site	Project Professional-Grade 4	\$ 124.00	8.00	\$ 992.00	<u>Lab-Groundwater</u>						
	- Data Tabulation, Update Figures	Staff Professional-Grade 2	\$ 92.00	20.00	\$ 1,840.00	PFAS Wells	5	\$279.00	\$ 1,395.00	15	\$ 1,604.25	
	- Letter Report	Senior CADD Drafter and Designer	\$ 121.00	2.00	\$ 242.00	PFAS Equip Blank	2	\$279.00	\$ 558.00	15	\$ 641.70	
		Admin	\$ 92.00	1.00	\$ 92.00	PFAS Dup	1	\$279.00	\$ 279.00	15	\$ 320.85	
	SUBTOTAL			35.00	\$ 3,842.00				\$ 2,657.00		\$ 2,991.80	\$ 6,833.80
2	Contingency PFAS GW Sampling & Report											
	- Water Level Measurement	Senior Consultant-Grade 8	\$ 196.00	1.00	\$ 196.00	Field Expenses/Equip	1	\$300.00	\$ 300.00		\$ 300.00	
	- Purge & Sample Wells	Senior Professional-Grade 6	\$ 160.00	3.00	\$ 480.00	Mileage	200	\$0.625	\$ 125.00		\$ 125.00	
	- Contain Purge Water in Drum at Site	Project Professional-Grade 4	\$ 124.00	8.00	\$ 992.00	<u>Lab-Groundwater</u>						
	- Data Tabulation, GW Contour Map	Staff Professional-Grade 2	\$ 92.00	20.00	\$ 1,840.00	PFAS Wells	5	\$279.00	\$ 1,395.00	15	\$ 1,604.25	
	- Letter Report	Senior CADD Drafter and Designer	\$ 121.00	2.00	\$ 242.00	PFAS Equip Blank	2	\$279.00	\$ 558.00	15	\$ 641.70	
		Admin	\$ 92.00	1.00	\$ 92.00	PFAS Dup	1	\$279.00	\$ 279.00	15	\$ 320.85	
	SUBTOTAL			35.00	\$ 3,842.00				\$ 2,657.00		\$ 2,991.80	\$ 6,833.80
3	Investigative Waste Management											
	- WDNR/WWTF Approval/Coordination	Senior Professional-Grade 6	\$ 160.00	3.00	\$ 480.00	Water Trans/Disposal*	1	\$0.00	\$ -		\$ -	
	- Transport up to two 55-gal drums to WWTF	Staff Professional-Grade 2	\$ 92.00	8.00	\$ 736.00	Mileage - 1st event	200	\$0.625	\$ 125.00		\$ 125.00	
	- Disposal of up to 110 gal of water at WWTF				Mileage - 2nd event	200	\$0.625	\$ 125.00			\$ 125.00	
	- On-site documentaion of drum collection											
	SUBTOTAL			11.00	\$ 1,216.00				\$ 250.00		\$ 250.00	\$ 1,466.00
4	Monitoring Well Abandonment											
	- Subcontractor Agreement	Senior Professional-Grade 6	\$ 160.00	2.00	\$ 320.00	Drilling/Probe Sub	1	\$1,900.00	\$ 1,900.00	15	\$ 2,185.00	
	- GEI Field Documentation	Staff Professional-Grade 2	\$ 92.00	10.00	\$ 920.00							
	- WDNR Abandonment Forms	Admin	\$ 92.00	2.00	\$ 184.00							
	SUBTOTAL			14.00	\$ 1,424.00				\$ 1,900.00		\$ 2,185.00	\$ 3,609.00
5	EPA Cleanup Grant Application (Optional)											
		Senior Consultant-Grade 8	\$ 196.00	16.00	\$ 3,136.00							
		Senior Professional-Grade 6	\$ 160.00	64.00	\$ 10,240.00							
		Staff Professional-Grade 2	\$ 92.00	10.00	\$ 920.00							
		Admin	\$ 92.00	8.00	\$ 736.00							
	SUBTOTAL			98.00	\$ 15,032.00						\$ -	\$ 15,032.00
	Total			193.00	\$ 25,356.00						\$ 8,418.60	\$ 33,774.60

*No charge per Ben Brooks, Wausau Waterworks – Wastewater Superintendent

EXHIBIT B**FEE SCHEDULE AND PAYMENT TERMS****FEE SCHEDULE**

<u>Personnel Category</u>	<u>Hourly Billing Rate \$ per hour</u>
Staff Professional – Grade 1	\$ 80
Staff Professional – Grade 2	\$ 92
Project Professional – Grade 3	\$ 110
Project Professional – Grade 4	\$ 124
Senior Professional – Grade 5	\$ 134
Senior Professional – Grade 6	\$ 160
Senior Professional – Grade 7	\$ 180
Senior Consultant – Grade 8	\$ 196
Senior Consultant – Grade 9	\$ 196
Senior Principal – Grade 10	\$ 196

Senior Drafter / GIS	\$ 121
Drafter and Designer / GIS	\$ 109
Field Professional	\$ 101
*Senior Technician / Senior Field Professional	\$ 124
*Technician II	\$ 75
*Technician I	\$ 64
Word Processor, Administrative Staff	\$ 92
<u>Office Aide</u>	<u>\$ 79</u>

Rates will increase up to 5% annually, at GEI's option, for all contracts that extend beyond twelve (12) months after the date of the contract. Rates for Deposition and Testimony are increased 1.5 times.

- *The scope of work is based on a normal work week, Monday through Friday, eight (8) hours per day and work on Saturday. Overtime will be charged at 1.3 times the specified rate; Sunday and holiday hours will be charged at two times the personnel rate, with a minimum charge of eight (8) hours

OTHER PROJECT COSTS

Subconsultants, Subcontractors and Other Project Expenses - All costs for subconsultants, subcontractors and other project expenses will be billed at cost plus a 15% service charge. Examples of such expenses ordinarily charged to projects are subcontractors; subconsultants: chemical laboratory charges; rented or leased field and laboratory equipment; outside printing and reproduction; communications and mailing charges; reproduction expenses; shipping costs for samples and equipment; disposal of samples; rental vehicles; fares for travel on public carriers; special fees for insurance certificates, permits, licenses, etc.; fees for restoration of paving or land due to field exploration, etc.; state and local sales and use taxes and state taxes on GEI fees. The 15% service charge will not apply to GEI-owned equipment and vehicles or in-house reproduction expenses.

Field and Laboratory Equipment Billing Rates – GEI-owned field and laboratory equipment such as pumps, sampling equipment, monitoring instrumentation, field density equipment, portable gas chromatographs, etc. will be billed at a daily, weekly, or monthly rate, as needed for the project. Expendable supplies are billed at a unit rate.

Transportation and Subsistence - Automobile expenses for GEI or employee-owned cars will be charged at the rate per mile set by the Internal Revenue Service for tax purposes plus tolls and parking charges or at a day rate negotiated for each project. When required for a project, four-wheel drive vehicles owned by GEI or the employees will be billed at a daily rate appropriate for those vehicles. Per diem living costs for personnel on assignment away from their home office will be negotiated for each project.

PAYMENT TERMS

Invoices will be submitted monthly or upon completion of a specified scope of service, as described in the accompanying contract (proposal, project, or agreement document that is signed and dated by GEI and CLIENT).

Payment is due upon receipt of the invoice. Interest will accrue at the rate of 1% of the invoice amount per month, for amounts that remain unpaid more than 30 days after the invoice date. All payments will be made by either check or electronic transfer to the address specified by GEI and will include reference to GEI's invoice number.

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

RESOLUTION OF THE HUMAN RESOURCES COMMITTEE

Approving Amendment of Employee Handbook 4.07 – Protected Service Employees.

Committee Action: Approved 5-0

Fiscal Impact:

File Number: 12-0219

Date Introduced: October 25, 2022

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 Employee Handbook 4.07 – Protected Service Employee Repayment Commitment requires newly hired Police Officers and Firefighters who choose to leave employment within three (3) years of the initial appointment date are responsible for repaying the City the costs of pre-employment processing to include medical and drug testing and psychological examination, along with Department issued uniform and protective equipment; and

WHEREAS, the costs above will be prorated at 100% from 0 to 1 year, 75% from 1 to 2 years, and 50% from 2 to 3 years; and

WHEREAS, the Fire Department has requested that repayment include the cost of tuition, books, computer costs associated with the Paramedic Certificate if the employee would leave employment with the City of Wausau Fire Department; and

WHEREAS, your Human Resources Committee reviewed and recommended approval of the requested modification of Employee Handbook 4.07; and

BE IT RESOLVED, the Common Council of the City of Wausau does hereby amend Employee Handbook 4.07 – Protected Service Employee Repayment Commitment October 25, 2022, that

Firefighters are subject to this repayment obligation if the employee leaves within three years of employment with the City of Wausau. The Fire Department will be responsible for reporting repayment obligations to the Human Resources department.

Approved:

Katie Rosenberg, Mayor

DRAFT

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

DATE/TIME: October 10, 2022, at 4:45 p.m.
LOCATION: City Hall (407 Grant Street) – Council Chambers
MEMBERS PRESENT: Becky McElhaney, Gary Gisselman, Dawn Herbst, Tom Killian, Michael Martens
MEMBERS ABSENT:
Also Present: Mayor Rosenberg, A. Keenan

Discussion and Possible Action Amending the Employee Handbook Section 4.07 – Protected Service Employee Repayment Commitment.

Keenan explained that Chief Barteck asked for this amendment to the handbook as a way to reduce the risk of financial loss if a new hire who completes paramedic school when they begin employment resigns within three years of hire.

Barteck spoke of the challenges the department has faced with recruitment and retention over recent years with fewer candidates available for hire. The department will lower the paramedic requirement to EMT-Basic to be considered for hire and then run these employees through an accelerated paramedic program at NTC. While not in class, these employees will be able to attend training at the department and ride along on calls for training.

Gisselman asked about the minimum qualifications needed; Barteck explained the previous requirements and updated requirements, and the process that will be needed to fully train the new hires. Gisselman asked if this will be a whole group or something that will be ongoing. Barteck said that he plans to hire a group for this unique hiring to fill the large number of new positions and then revert to the previous qualifications. Herbst asked if the interviews scheduled for the following day were candidates from the area; Barteck said that half of them were from the central Wisconsin area. Herbst said that she fully supports the handbook modification. Martens asked what will happen if an employee decides that the positions isn't for them. Barteck said that the candidates hired will have had some fire and patient experience to gain their Firefighter I and EMT-Basic certifications, but if someone decides to leave, the repayment requirements for the tuition will help the department recover some of their investment costs.

Motion by Herbst to amend the Employee Handbook Section 4.07. Second by Martens. All ayes.
Motion passes 5-0.

4.07 – Protected Service Employees Repayment Commitment

Newly hired Police Officers and Firefighters undergo rigorous and expensive training. Any new hire choosing to leave employment within three (3) years of the initial appointment date will be responsible for repaying the City for the costs of pre-employment processing to include the following: medical and drug testing and psychological examination, along with Department issued uniform and protective equipment. Firefighters will be responsible to repay tuition, books and computer costs associated with the Paramedic Certificate. Costs will be prorated at 100% from 0 to 1 year, 75% from 1 to 2 years and 50% from 2 to 3 years. In the event a repayment plan is not outlined and agreed to during the period between tendering resignation and separation from employment, collection action may be taken, and future employment references will indicate a failure to comply with the employer's work rules and conditions of employment. For Police Officers, this section applies if the employee leaves employment and accepts a sworn law enforcement position with another law enforcement agency within 12 months of terminating employment with the City of Wausau.

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

RESOLUTION OF THE HUMAN RESOURCES COMMITTEE

Approving Amendment to the Employee Handbook Section 8.04 – Vacation. Regular Part Time Employee Vacation Accrual.

Committee Action: Approved 5-0

Fiscal Impact: None

File Number: 12-0219

Date Introduced: October 25, 2022

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’s Employee Handbook is intended to provide City of Wausau employees with convenient access to the operating policies and practices of the City,

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

WHEREAS, your Human Resources Committee has reviewed and approved the recommendation to amend language to the Employee Handbook to clarify the City’s policies on part-time employees receiving pro-rated vacation accruals on a bi-weekly schedule which is in line with the full-time employees bi-weekly schedule effective December 25, 2022 (start of 2023 payroll schedule),

BE IT RESOLVED by the Common Council of the City of Wausau that the Employee Handbook Sections 8.04 Vacation be amended, as specified above and in supporting documents, upon action of this Council.

Approved:

Kate Rosenberg, Mayor

DRAFT

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

DATE/TIME: April 11, 2022, at 4:45 p.m.
LOCATION: City Hall (407 Grant Street) – Council Chambers
MEMBERS PRESENT: Dawn Herbst, Lou Larson, Michael Martens, Becky McElhaney, James Wadinski
MEMBERS ABSENT:
Also Present: Mayor Rosenberg, T. Vanderboom

Discussion and Possible Action Amending Regular Part Time Employee Vacation Accrual.

Vanderboom explained that the new payroll system that the City will switch to allows prorated vacation accrual to be calculated. Currently, part-time employees do not receive vacation during their first year; during their second year they receive an amount of vacation based on the hours they worked the previous year (prorated). The request is for regular part-time employees to accrue their vacation like full-time employees once the new payroll system is in place.

Motion by Wadinski to approve amending regular part time employee vacation accrual. Second by Larson. All ayes. Motion passed 5-0.

Human Resource Committee Packet

April 11, 2022

Agenda Item
Discussion and possible action amending regular part time employee vacation accrual
Background
Per Employee Handbook 8.04 – Vacation: Regular part-time employees shall receive a proration of the annual vacation accrual as described above based on the number of hours they worked in the previous year. Annual vacation will be awarded on the 2nd payroll of each year. Regular part-time employees may accrue vacation to carry over to the following year. The maximum vacation accrual allowed will be the budgeted full-time equivalency of the position. Under our new payroll software, scheduled to go live at the start of 2023, the City will have more vacation accrual capabilities. Rather than manually calculate and give a lump sum pro-rated vacation accrual, the new system can grant a biweekly pro-rated accrual. This accrual will closely mimic the accrual system for our regular full-time employees and automate a payroll process for ease and consistency. Under the new system, part time employees would accrue and be able to use vacation time off in their first year of employment.
Fiscal Impact
No fiscal impact unless time off results in overtime.
Staff Recommendation
Effective under the new payroll system, adjust regular part-time employee vacation accruals to grant biweekly, prorated vacation accruals to start at time of hire.
Staff contact: Toni Vanderboom (715-261-6634)

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

Authorizing FLSA exempt employees in the Finance and Human Resources Department the ability to earn additional compensation during the Workday implementation.

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

Fiscal Impact:

File Number: 22-1010

Date Introduced: October 25, 2022

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, your Human Resources and Finance Committees have reviewed the recommended to allow FLSA exempt employees the ability to earn additional compensation during the Workday implementation, and;

WHEREAS, the ability to earn additional compensation during the Workday implementation from November 24, 2022 to January 31, 2023, and;

WHEREAS, the proposed additional compensation will be limited to weekends and holidays during the specified timeframe;

WHEREAS, your Human Resources and Finance Committees approve the authorization and recommendation to allow FLSA exempt employees in the Finance and Human Resources Department to earn additional compensation during the time outlined, and;

WHEREAS, both your Human Resources Committee and your Finance Committee recommend the ability of FLSA exempt employees to earn additional compensation during the time outlined, and;

NOW THEREFORE BE IT RESOLVED by the Common Council of the City of Wausau that the City of Wausau allow FLSA exempt employees in the Finance and Human Resources Department the ability to earn additional compensation during the Workday implementation, 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

DRAFT

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

DATE/TIME: October 10, 2022, at 4:45 p.m.
LOCATION: City Hall (407 Grant Street) – Council Chambers
MEMBERS PRESENT: Becky McElhaney, Gary Gisselman, Dawn Herbst, Tom Killian, Michael Martens
MEMBERS ABSENT:
Also Present: Mayor Rosenberg, A. Keenan

Discussion and Possible Action Approving FLSA Exempt Employees in the Finance and Human Resources Departments the Ability to Earn Additional Compensation During the Workday Implementation.

Keenan said that this item was requested by the Finance Director to be considered. Groat and Keenan had recently learned that Finance and Human Resources staff will be expected to work weekends and holidays beginning with Thanksgiving, in order to meet the implementation deadline for Workday. Keenan explained that staff is currently working constantly on Workday and working extended hours, however, staff morale was significantly affected when they learned that CCIT is now asking that they be available to work on weekends and holidays in November through January. Groat felt that this would be a way to reward FLSA exempt staff during this time period.

McElhaney asked how this would be implemented and employees would earn additional compensation. Keenan said that it would be similar to the Public Works Supervisors who receive 1x compensation for hours worked over 40 from November 1 to April 1.

Groat said that she and Keenan discussed several options for staff affected by the Workday implementation and reached out to CCIT and the County to see what they were doing for employees. Bonuses and vacation payouts were some of the items being done by the other entities. Groat said that her staff consists of exempt and non-exempt employees; non-exempt employees receive compensation time but exempt do not, and they have all been working above and beyond in 2022 on the Workday project, but now demands are increasing even more. Groat said that the request is for straight compensation time for hours worked on this project on weekends and holidays.

McElhaney said that she is frustrated that staff is being asked to work holidays and weekends and has been aware of the extra hours employees have been putting into the Workday project. Gisselman said that he would like to keep an eye on this and staff morale so that they can do whatever possible to acknowledge the work of the staff involved.

Motion by Killian to approve FLSA exempt employees in the Finance and Human Resources departments the ability to earn additional compensation during the Workday implementation as outlined in the packet. Second by Gisselman. All ayes. Motion passed 5-0.

FINANCE COMMITTEE – BUDGET SESSION #1

Date and Time: Tuesday, October 11, 2022 @ 5:30 pm., Council Chambers

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

Others Present: Maryanne Groat, Ben Bliven, Emily Ley, Eric Lindman, Anne Jacobson, Anne Keenan, Mary Goede, Solomon King, Dustin Kraege, Gary Gisselman, Chad Henke

Discussion and possible action approving FLSA Exempt Employees in the Finance and Human Resources Departments the ability to earn additional compensation during the Workday Implementation

Maryanne Groat stated the team has been working overtime most every week and the pressures are growing as implementation gets closer. Lisa Rasmussen was concerned that employees were going to have to work on the holidays rather than be with their families. Groat stated everyone on the team is working hard on this, and hourly employees receive overtime pay at time and a half, but the salaried employees are not getting any extra compensation. There are already salaried employees that are over their vacation accrual.

Doug Diny questioned how they would keep track of the additional hours. Groat stated currently salaried employees do not punch in, but starting November 24, 2022 through January 31, 2023 they would punch in and anything over 40 hours would be paid at straight time.

Motion by Diny, second from Martens so approve the additional compensation. Motion carried 5-0.

Human Resource Committee Packet

October 10, 2022

Agenda Item
Discussion and possible action approving FLSA exempt employees in the Finance and Human Resources Departments the ability to earn additional compensation during the Workday implementation.
Background
The City of Wausau Human Resources Department and Finance Department were recently informed by C-CIT that staff will be expected to work weekends and holidays from November 24, 2022 to January 31, 2023 in order to meet the Workday implementation deadline date and successfully go live. Staff is currently working additional hours on the Workday project while still performing their normal duties. The Workday project implementation schedule for staff has resulted in up to 32 hours per week focused on Workday meetings and performing system testing that is designed to find configuration and process issues. Testing one area such as benefits can have over 240 test cases with variations to perform, that can result in retesting if the test outcome fails. The “Go Live” date for Workday is December 25, 2022. Employees will be implementing the new system and will need to maintain and close the 2022 fiscal year with the old system simultaneously.
Fiscal Impact
\$180,000 was included within the project capital budget to fund extra staffing hours and positions.
Staff Recommendation
The recommendation is to allow FLSA exempt employees in the Finance Department and Human Resources Department to earn additional compensation on a one-to-one basis for hours worked on weekends and holidays from November 24, 2022 through January 31, 2023. This is in line with the benefits exercised in the Employee Handbook Chapter 4.01 (1).
Staff contact: Anne Keenan (715-261-6632)

RESOLUTION OF THE COMMON COUNCIL

Approving City's Waiver of First Right of Refusal to Repurchase Property at 840 S. 62nd Avenue (Westside Warehousing of Wausau, LLC)

Committee Action: *Pending*

Fiscal Impact: *None*

File Number: 99-1220

Date Introduced: October 25, 2022

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 <i>Annual Retirement</i>
	TID Financed:	Yes ☐ No ☐	Amount:
	TID Source: Increment Revenue ☐ Debt ☐ Funds on Hand ☐ Interfund Loan ☐		

RESOLUTION

WHEREAS, Westside Warehousing of Wausau, LLC ("Westside") has received an offer to purchase the property at 840 S. 62nd Avenue in the Wausau West Industrial Park from KK Integrated Logistics, Inc. for \$7,000,000.00; and

WHEREAS, pursuant to recorded deed restrictions on the property, Westside seeks the City's consent to transfer the property and waive its right to exercise its option to repurchase the property as set forth in the offer, on the same terms and conditions specified in the offer; and

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

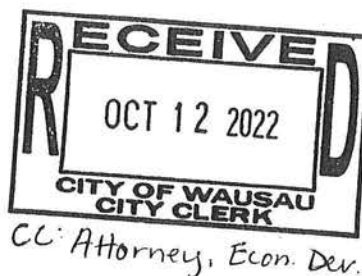
NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Wausau that the City hereby consents to the transfer of the property to KK Integrated Logistics, Inc. or its assigns and waives its right to repurchase the property at 840 S. 62nd Avenue on the same terms and conditions contained in the present offer.

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

Approved:

Katie Rosenberg, Mayor

COPY



Reinhart Boerner Van Deuren s.c.
1 Corporate Drive, Suite 400
Wausau, WI 54401-1727

Telephone: 715.803.7712
Fax: 414.298.8097
Toll Free: 833.845.8803
reinhartlaw.com

October 12, 2022

W. Craig Olafsson
Direct Dial: 715-803-7717
colafsson@reinhartlaw.com

HAND DELIVERED

Kaitlyn Bernarde
City Clerk
City of Wausau
407 Grant Street
Wausau WI 54403



Dear Ms. Bernarde:

Re: City's First Option to Refuse to Purchase
Property ("ROFR"), identified as
follows;
Tax Parcel 291-2907-311-0998 (840
South 62nd Avenue, Wausau, WI)
Tax Parcel 291-2906-361-0995 (7333
Stewart Avenue, Wausau, WI)

I represent Westside Warehousing of Wausau, LLC., and Westside RealEstate, LLC (collectively "Westside") as owners of the above property.

Enclosed is a signed Purchase and Sale Agreement, dated October 4, 2022, which includes the proposed sale of the above property by Westside to KK Integrated Logistics, Inc., as buyer. Also enclosed for your convenience is a copy of the relevant deed restrictions applicable to this property.

The total purchase price of \$14 million is allocated as follows; \$12.5 million to the land and buildings described above, and the rest, \$1.5 million is allocated to the other Assets being sold thereunder.

This is an offer by Westside to sell to the City of Wausau the above described land and buildings for Twelve Million Five Hundred Thousand Dollars (\$12.5 Million) cash. This offer is made pursuant to the deed restrictions referenced above.

If the City is not going to purchase this property, we shall appreciate your placing this matter on the Agenda for the next City Council Meeting in order for the City to formally and officially waive its ROFR.

Kaitlyn Bernarde
October 12, 2022
Page 2

We shall appreciate your early advice as to the City's intentions.

Yours very truly,

A handwritten signature in black ink, appearing to read 'W. Craig Olafsson', written in a cursive style.

W. Craig Olafsson

48185690

Encs.

SECTION A
Restrictions

1. All improvements placed on the premises shall fully comply with the City of Wausau zoning ordinance, and adequate provisions shall be made by the grantee to comply with the setback, parking and off-street loading provisions of the zoning code.

2. Should the owner of any parcel of real estate in the industrial site desire to transfer or sell said parcel or any part thereof, the City of Wausau shall have the first option to refuse to purchase the property at the price and terms the owner has been offered in a bona fide offer to purchase.

Such offer to the City of Wausau shall be made in writing and personally served on the Clerk of the City of Wausau. The City of Wausau shall have thirty days to accept such offer. If the offer is not accepted in writing by the City of Wausau within such time the same shall be deemed rejected.

3. No leased premises or any part thereof shall be assigned, transferred or sublet in whole or in part without the prior written consent of the City of Wausau.

4. Excess land fill material not wanted by any buyer or lessee on the premises located in said industrial site purchased or leased from the City of Wausau shall not be removed from the premises by the buyer or lessee without first offering the same to the City of Wausau free of charge at said premises.

5. The purchaser or lessee of land located within the industrial site shall submit plans and specifications as to the improvements intended to be placed thereon and a time table showing anticipated completion dates of the improvements.

6. All leases or premises in such site shall provide for termination or other penalty, and all conveyances or grants of other interests of premises in said site shall provide for reversion or other penalty if the proposed improvements of the premises so leased or granted is not begun or completed in time represented by the proposed lessee or purchaser and accepted by the Committee or Council. (Not to exceed one year).

7. The Council or the Public Property and Capital Improvements Committee may, by resolution, provide for other or further regulations or restrictions as to any specific or particular lease or sale or may exempt any lease or sale from one or all of the above restrictions, rules and regulations.

8. Notwithstanding any restriction, covenant, or agreement to the contrary, Donald W. McClelland and Charles R. Kirk, as partners in a partnership known as Wausau Project, may convey or reconvey the premises without first offering the premises to any other person, firm, or corporation.

9. Notwithstanding any restriction, covenant, or agreement to the contrary, no other or further regulation or restriction as to any specific lease or sale shall interfere with the intended use of the premises by Donald W. McClelland and Charles R. Kirk, as partners in a partnership known as Wausau Project, their successors or assigns.

REC'D FOR RECORD
MAR 5 1980
4 09 PM
ROBERT G. GERNETZKY
Register of Deeds

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this "Agreement") is made as of October 4, 2022 (the "Effective Date") by and among (i) KK INTEGRATED LOGISTICS, INC., a Wisconsin corporation ("Buyer"), (ii) WESTSIDE WAREHOUSING OF WAUSAU, LLC, a Wisconsin limited liability company (the "Company" or "Seller"), (iii) WESTSIDE REALESTATE, LLC, a Wisconsin limited liability company (the Company and Westside RealEstate, LLC are collectively referred to as the "Real Estate Sellers" or the "Sellers"), (iv) James Peter, an individual and (v) Thomas Peter, an individual (James Peter and Thomas Peter are collectively, the "Owners").

This Agreement is entered into by the parties in order to effect the acquisition (the "Transaction") by Buyer from the Company of all of the Business Assets (as defined below) and by Buyer from Real Estate Sellers of the Real Property (as defined below). The Company is engaged in the business of warehousing operations, including supporting logistical services (the "Business"). The Owners collectively own all of the outstanding equity interests of the Company and Real Estate Sellers.

ACCORDINGLY, in consideration of the representations, warranties, covenants and agreements contained in this Agreement, the parties agree as follows:

1. **DEFINITIONS.** Capitalized terms used in this Agreement and not otherwise defined have the meanings given to them in this Section 1:

1.1 "Assigned Contracts" means those contracts listed on Schedule 2.2, as the same may be updated by the parties immediately preceding the Closing.

1.2 "Business Assets" includes, all of the properties, assets and rights of the Company, including:

(a) all accounts and notes receivable and deposits made or held by the Company, including tenant security deposits;

(b) all Company Intellectual Property, including all of the Company's interest in the following that are owned by or licensed to the Company and used in connection with the Business: (A) the "Westside Warehousing" trademark, trade name, service mark and trade dress and any internet domain name associated with or used in connection with the Business, including but not limited to, <http://www.westsidewausau.com/>, together with all goodwill associated therewith, and all translations, adaptations, derivations and combinations of the foregoing (and all logos related to the foregoing); (B) Westside Warehousing copyrights and copyrightable works; (C) all registrations, applications and renewals for any of the foregoing, if any; (D) the Company's trade secrets and other confidential information relating to the Business; (E) all other intangible properties and rights relating to the Business; and (F) all tangible embodiments of the foregoing;

(c) all rights and benefits under the Assigned Contracts;

(d) all computer software and software licenses used or held for use by the Business;

- (e) all leasehold improvements (to the extent owned by the Company);
- (f) all owned machinery, equipment, vehicles, trucks, trailers, furniture, testing equipment and office equipment, fixtures, trade fixtures, store models and displays, computers (and related software), furniture and all other tangible personal property used in the Business and all such property customarily located or based on the Real Property and/or Leased Property, including such assets that are temporarily located elsewhere;
- (g) to the extent assignable, all warranties, claims, refunds, credits, causes of action, choses in action, rights of recovery, inchoate and rights of set-off of any kind relating to the Business Assets;
- (h) the right to all telephone and facsimile numbers associated with the Business;
- (i) except for those records that are part of the Excluded Assets, all of the Company's books and records, including Business accounting records (including item sales histories and information relating to suppliers and customers); profit and loss records for the Business; all valuation reports and records for the Business; all drawings, reports studies and plans; to the extent legally transferable, all personnel files and records; all environmental reports; all architectural/engineering and similar plans, drawings and reports; in each case whether evidenced in writing, electronic data, computer software or otherwise; *provided that*, in the event the assets described in this clause (i) are not held in a form which relates solely to the Real Property and the operation of the Business, such assets will not be Purchased Assets hereunder but the Company agrees to provide Buyer with access to and copies of the foregoing assets upon reasonable notice from Buyer;
- (j) all of the Company's advertising, marketing and promotional rights and studies, surveys and other materials;
- (k) to the extent transferable, all permits and licenses, including all permits, licenses, certifications, authorizations, approvals and similar rights from all permitting, licensing, accrediting and certifying agencies relating to the Business, and the rights to all data and records held by Governmental Bodies; and
- (l) all of the Company's goodwill and other intangible property.

Notwithstanding the foregoing, the Business Assets do not include any Excluded Assets of the Company.

1.3 "Employee Benefit Plan" means any "employee benefit plan" (as defined in ERISA § 3(3)) and each other benefit or compensation plan, program, policy, agreement or arrangement, whether or not covered by ERISA, that is maintained, sponsored, contributed to, or required to be contributed to, by the Company or with respect to which the Company has any liability or potential liability.

1.4 "Environmental Law" means all Laws and all obligations under any contract, concerning pollution, or protection of the environment, including all those relating to the presence, use, production, generation, handling, transport, treatment, storage, disposal, distribution, labeling,

testing, processing, discharge, release, threatened release, control, or cleanup of Hazardous Substances, each as amended and as now or hereafter in effect.

1.5 “Environmental Liability” means any Losses arising from or relating to any violation of or Liability under any Environmental Law with respect to acts or omissions having occurred, or conditions in existence, on or before the Closing Date, including (a) any environmental matters or conditions (including on-site or off-site contamination, violations and regulation of chemical substances or products), and (b) any responsibility for response costs, natural resource damages, corrective action or actions to achieve compliance, including any cleanup, removal, containment or other remediation or response action under applicable Environmental Law, (whether or not such cleanup has been ordered or requested by any Governmental Body or any other Person). The terms “removal,” “remedial,” and “response action” include the types of activities covered by the Federal Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 et seq., as amended, or any other Law.

1.6 “ERISA” means the Employee Retirement Income Security Act of 1974, as amended, and the regulations promulgated thereunder.

1.7 “Fundamental Representations” means the representations and warranties set forth in the following Sections: 5.1 (Organization and Power), 5.2 (Authorization), 5.4 (Capitalization; Subsidiaries), 5.12 (Title; Liens), 5.18 (Affiliate Transactions), 5.22 (Brokers), and 6.1 through 6.6 (Representations and Warranties of Buyer).

1.8 “GAAP” means United States generally accepted accounting principles, consistently applied.

1.9 “Governmental Body” means any government, agency, governmental department, commission, board, bureau, court, arbitration panel or instrumentality of the United States of America or any foreign government or any state, municipality or other political subdivision in or of any of the foregoing (whether now or hereafter constituted and/or existing) and any court, agency, instrumentality, regulatory commission or other entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government.

1.10 “Hazardous Substances” means any hazardous or otherwise regulated materials, substances or wastes, chemical substances or mixtures, pesticides, pollutants, contaminants, toxic chemicals, petroleum products or byproducts, asbestos, polychlorinated biphenyls, radioactive materials, noise or electromagnetic radiation or any other substances which is or may be harmful to human health or the environment or which is regulated, limited or prohibited under any Environmental Law.

1.11 “Intellectual Property” means any and all industrial and intellectual property rights and all rights associated therewith, including all (a) all trade names, logos, trade dress, trademarks and service marks (whether registered or not), trademark and service mark registrations, trademark and service mark applications (including intent-to-use applications), corporate names, slogans, fictitious names, “dbas,” and other source identifiers, including all renewals therefor, and any and all goodwill associated with and symbolized by the foregoing items, Internet domain name registrations, Internet and World Wide Web URLs or addresses, except Intellectual Property shall not include the name “Westside RealEstate” nor any variation of such name, and (b) all copyrights (whether registered or

not), copyright registrations and applications therefor, and all other rights corresponding thereto, all copyrightable works, works of authorship, mask works, mask work registrations and applications therefor, and (c) all computer software, including all source code, object code, firmware, development tools, files, records and data, all databases and data collections and all rights therein, and any similar or equivalent rights to any of the foregoing, and all tangible embodiments of the foregoing.

1.12 “Knowledge of the Sellers” or other similar knowledge qualification means the actual knowledge of Jim Peter and/or Tom Peter.

1.13 “Law” means any United States federal, state or local or applicable foreign law, statute, standard, ordinance, code, rule, regulation, resolution or promulgation, or any governmental order, or any license, franchise, permit or similar right granted under any of the foregoing, or any similar provision having the force or effect of law.

1.14 “Leased Property” means the warehouse properties located at 903 60th Avenue South, Wausau, Wisconsin and 8300 Highland Drive, Wausau, Wisconsin.

1.15 “Lien” means any lien (statutory or otherwise), claim, charge, community property interest, condition, equitable interest, license, option, mortgage, security interest, pledge, encumbrance, easement, covenant, right of way or similar restrictions, right of first refusal or restriction of any kind, including any restriction on use, voting, transfer, receipt of income or exercise of any other attribute of ownership, and, covenants, encroachments, and other similar restrictions, Tax, charge of any kind (including, without limitation, any conditional sale or other title retention agreement or lease in the nature thereof) any sale of receivables with recourse against the Company, any filing or agreement to file a financing statement as debtor under the Uniform Commercial Code or any similar statute.

1.16 “Losses” means actions, liabilities (whether matured, unmatured, contingent, absolute or otherwise), governmental orders, encumbrances, losses (including, without limitation, diminution in value and lost profits), damages (including, without limitation, consequential, indirect and punitive), bonds, dues, assessments, fines, penalties, Taxes, fees, costs (including costs of investigation, defense and enforcement of this Agreement), expenses or amounts paid in settlement, in each case, including, without limitation, attorneys’ and experts fees and expenses; *provided, however*, that Losses shall not include punitive damages except to the extent owed to an unaffiliated third Person, or purely speculative damages.

1.17 “Material Adverse Effect” means any changes, developments, occurrences or events having a material adverse effect on the financial condition, assets, liabilities, business or results of the operations of the Business taken as a whole.

1.18 “Material Contracts” means each contract, both written and verbal, to which the Company is a party: (a) that involves performance of services or delivery of goods or materials by the Company of an amount or value expected to be in excess of (or expected to be in excess of) \$10,000 in the aggregate during any 12-month period that includes the Closing Date; (b) that involves performance of services or delivery of goods or materials to the Company of an amount or value in excess of (or expected to be in excess of) \$10,000 in the aggregate during any 12-month period that includes the Closing Date; (c) that requires the Company to purchase its total or partial requirements of a good or service from another Person; (d) that is a collective bargaining Contract or otherwise

involves a labor union or other representative of a group of employees relating to wages, hours or conditions of employment; (e) that restricts the Company's business activities or limits the right or ability of the Company to engage in any line of business or to compete with another Person; (f) that involves the grant of a power of attorney by the Company to another Person; (g) that relates to a joint venture, partnership, strategic alliance or similar arrangement or that involves a sharing of profits, losses, costs or liabilities with another Person (other than an organizational document); (h) that is an employment or consulting contract or involves the engagement of an independent contractor, in each case, that can't be terminated at any time by the Company without requiring any severance, termination or similar payments; (i) that provides for payment to or by a Person based on sales, purchases, profits or other metrics other than direct payment for goods or services; (j) that is a franchise, broker, distributor, dealer, agency, sales promotion, market research, marketing consulting or advertising contract; (k) that relates to indebtedness; (l) that grants a lien, security interest or other Encumbrance on any of the Purchased Assets; (m) that is with a Governmental Body; (n) that involves or relates to the acquisition of a business or a material amount of assets, properties or securities of another Person (whether by merger, sale of stock, sale of assets, lease, license or otherwise); (o) that is not described in one of the foregoing clauses and provides for the indemnification by the Company of another Person (other than customary indemnification provisions of contracts entered into in the ordinary course of Business) or the assumption or guaranty by the Company of a Liability of another Person; (p) that is a license of Intellectual Property; (q) that is a material personal property lease; and (r) that is not described in one of the foregoing clauses and is material to the Company or the Business.

1.19 "Person" means any individual, sole proprietorship, partnership, joint venture, trust, unincorporated association, trust, corporation, limited liability company, entity or governmental entity (whether foreign, federal, state, county, city or otherwise and including any instrumentality, division, agency or department thereof).

1.20 "Real Estate Documents" mean a warranty deed (in recordable form), a real estate transfer tax valuation affidavit; a Notice to Assessor of Transfer of the Right to Make a Division of Land (if applicable), affidavits in the form prescribed by the title insurance company for removal of its standard printed exceptions, a certificate of non-foreign status (aka FIRPTA), a closing statement, and such other documents reasonably necessary or legally required to evidence the purchase and sale of the Real Property.

1.21 "Restricted Event" means with respect to the Company or Real Estate Sellers (a) except in the ordinary course of business, any payment of any bonus to any managers, officers, employees or independent contractors, or any increase in the salary or other compensation, benefits or prerequisites of any of their managers, officers, employees or independent contractors, or entry into any employment, or similar contract with any of their managers, officers, employees or independent contractors; (b) except in the ordinary course of business, the adoption of, or increase in the payments to or benefits under, any Employee Benefit Plan; (c) the entry into, termination of or receipt of notice of termination of any license, distributorship, dealer, sales representative, noncompetition, joint venture, credit or other contract or transaction that is material or that involves a total remaining commitment of more than \$25,000; (d) any sale, lease or other disposition of any property or asset other than in the ordinary course of business or the imposition of any lien on any property or asset, including the sale, lease or disposition of any Intellectual Property asset; (e) the cancellation or waiver of any claims or rights, writedown or writeoff of any item of inventory or writedown or writeoff of any accounts or notes receivable, in each case with a value in the aggregate in excess of \$25,000; (f) any material change in the accounting methods used; (g); any capital

expenditure in excess of \$25,000 or any capital expenditure on equipment in any amount; (h) any amendment of organizational documents; (i) the incurrence of any Indebtedness or the assumption or guarantee of obligations of any other Person; (j) any failure to cause any uncontested Liability in excess of \$25,000 to be paid or satisfied when the same becomes due; or (k) the entry into a contract to do any of the foregoing.

1.22 “Statutory Representations” means the representations and warranties set forth in the following Sections 5.9 (Tax Matters), 5.15 (Employee Benefit Plans), 5.19 (Environmental Matters) and 5.20 (Compliance with Law).

1.23 “Straddle Period” means a Taxable period which includes the Closing Date but does not end on the Closing Date.

1.24 “Tax” or “Taxes” means, to the extent they directly affect any of the Assets or properties being sold through the Transaction, any (a) federal, state, local or foreign income, gross receipts, franchise, profits, estimated, alternative minimum, add-on minimum, sales, use, transfer, registration, value added, excise, natural resources, severance, stamp, occupation, premium, windfall profit, environmental, customs, duties, real property, personal property, capital stock, social security, unemployment, disability, payroll, employment, license, employee or other withholding, foreign or domestic withholding, or other tax, of any kind whatsoever, whether computed on a separate or consolidated, unitary or combined basis or in any other manner, including any interest, penalties or additions to tax or additional amounts in respect of the foregoing (whether disputed or not); (b) liability of the Company for any unclaimed property or the payment of any amounts of the type described in clause (a) arising as a result of being (or ceasing to be) a member of any affiliated group (or being included (or required to be included) in any Tax return relating thereto); and (c) liability of the Company for the payment of any amounts of the type described in clause (a) as a result of any express or implied obligation to indemnify or otherwise assume or succeed to the liability of any other Person.

1.25 “Title Company” means Bay Title & Abstract, Inc.

1.26 “Transaction Documents” means this Agreement, the escrow agreement and all other agreements or documents executed and delivered in connection herewith or therewith.

1.27 “Wrongful Acts” means any intentional misrepresentation, fraud or other willful misconduct.

2. PURCHASE AND SALE.

2.1 Sale and Purchase of Business Assets and Real Property. On the terms and subject to the conditions set forth in this Agreement, at the Closing, Buyer will purchase from either the Company or Real Estate Sellers, as applicable, and the Company and Real Estate Sellers will sell, convey, assign, transfer and deliver to Buyer all of their respective rights, title and interest in the following assets:

(a) the Business Assets, including but not limited to all of the property, assets and rights of any kind owned by the Company and/or related to the ownership, use or operation of the Business, whether tangible or intangible (as set forth in more detail on Exhibit A), free

and clear of all Liens; *provided, however*, the Business Assets will not include any of the assets set forth on Schedule 2.1 (the "Excluded Assets");

(b) the parcels of real property, each site as more particularly described on Exhibit B attached hereto, and any and all improvements thereon and appurtenances thereto (collectively, the "Real Property"), including all fixtures affixed to the Real Property; all mineral, oil and gas rights, water rights, sewer rights and other utility rights allocated to the Real Property; and all easements, licenses, privileges and other property interests belonging or appurtenant to the Real Property; and

(c) any and all of the Company and/or Real Estate Sellers' rights under warranties (including, but not limited to, roof warranties), guaranties, indemnities and similar rights which the Company or Real Estate Sellers may have against any manufacturer, seller, engineer, contractor or builder, contracts (e.g., utility), agreements, permits, and licenses (collectively, the "Warranties")

(the Business Assets, Real Property and Warranties are collectively the "Purchased Assets").

2.2 Assumed Liabilities. Subject to the terms and conditions of this Agreement, at the Closing, the Sellers will assign, and Buyer will assume and agree to pay, perform and discharge, only the Sellers' obligations arising or accruing after the Closing Date under the Assigned Contracts listed on Schedule 2.2 (excluding those obligations that arise from a breach of contract or violation of Law prior to the Closing) (the "Assumed Liabilities"). All liabilities and obligations of any Seller that are not expressly included among the Assumed Liabilities are referred to as "Excluded Liabilities" and will remain the responsibility of, and will be timely discharged by, the Seller Parties.

2.3 Purchase Price. The purchase price (the "Purchase Price") for the Purchased Assets is equal to the following: (i) Fourteen Million and 00/100 Dollars (\$14,000,000.00), *plus* (ii) the assumption by the Buyer of the Assumed Liabilities. At the Closing, Buyer will pay the Purchase Price as follows:

(a) The sum of Twelve Million Five Hundred Thousand and 00/100 Dollars (\$12,500,000.00), subject to any applicable credits and deductions (e.g., customer security deposits, tax prorations, etc.), shall be paid in cash at Closing, per wire instructions to be provided by the Title Company and/or Sellers; and

(b) A Promissory Note, (in the form of Exhibit 2.3 (b)(i)), in the amount of One Million Five Hundred Thousand and 00/100 Dollars (\$1,500,000.00), providing for seven (7) annual installments in the amount of Two Hundred Fourteen Thousand Two Hundred Eighty-Five and 71/100 Dollars (\$214,285.71), payable on January 2nd of each year, commencing January 2, 2023, together with security for such Promissory Note, including without limitation, the Personal Guarantee from Thomas J. Kuber, an owner of Buyer or its parent entity, in the form of Exhibit 2.3(b)(ii).

2.4 Prorations. Prior to the Closing, Buyer and the Seller Parties will agree on an estimated proration amount which will be used in determining proration payments owed by one party to the other pursuant to this Section 2.4. Utilities and other customarily prorated expenses, including water, sewer, gas, electricity, lawn and landscaping services, trash removal, snow removal and protection service, will be prorated as of the Closing Date if not transferrable to Buyer as of such date. Buyer

will use its commercially reasonable efforts to arrange with the applicable utility companies to have accounts placed in its name beginning on the Closing Date, and the Company will use its commercially reasonable efforts to assist Buyer in such transfer, including by obtaining final meter readings and executing required assignment documents (including with respect to the transfer to Buyer of existing telephone numbers for the Business). The Company will remain responsible for all payments due third parties with respect to pre-Closing periods. Proration payments will be made by one party to the other at the Closing based on estimates and will be trued up at the request of either party following the Closing once actual amounts are known. All real special assessments with respect to the Real Property, whether or not payable in installments or deferrable without penalty or interest to a later date, that first become a lien upon the Real Property on or before the Closing Date, shall be paid by the Real Estate Sellers, without proration. All real estate and personal property taxes that first became or will become due and payable during the year of the Closing, whether or not payable in installments or deferrable without penalty or interest to a later date, shall be prorated on a calendar year basis as of the Closing Date, Real Estate Sellers to pay (or be credited with) those items attributable to the period of time from January 1 to the Closing Date, and Buyer to pay (or be credited with) those items attributable to the period of time from the Closing Date to December 31.

2.5 Transaction Costs. Whether or not the Transaction closes, the Sellers and Buyer shall each be responsible for the payment of the fees and expenses of their respective legal counsel, accountants, brokers (if any), and other professional advisers. The Real Estate Sellers shall be responsible for all transfer taxes for the Real Property, along with reporting thereof in conformance with applicable law. Real Estate Sellers shall be responsible for the preparation of the warranty deed(s) and the premium related to the Title Policy (excluding Buyer's endorsements, which Buyer shall be responsible for). Buyer shall be responsible for Buyer's due diligence expenses. Buyer and Sellers shall equally split the Title Company's closing costs. The provisions of this Section shall survive Closing or termination of this Agreement for any reason.

3. DUE DILIGENCE.

3.1 Due Diligence / Inspection Period. Buyer shall have until the end of the day on October 6, 2022 to complete its inspection of the Business Assets and Real Property and conduct further appropriate due diligence activities (the "Inspection Period"). Buyer shall be allowed to make such reasonable review, inquiries, examinations and inspections of the Business Assets and Real Property and all aspects thereof, including a Phase I and/or II environmental site assessment. Buyer shall pay for any and all repairs and/or restoration relating to any damage to the Business Assets and/or Real Property which in any way results from Buyer's inspection and due diligence activities, and shall defend, indemnify and hold harmless Seller from any and all claims of personal injury or property damage resulting in any way from such inspections or due diligence activities. The Transaction is contingent upon Buyer's due diligence results being acceptable to Buyer, in its sole discretion. The obligations of the Buyer in this Section 3.1 shall survive any termination of this Agreement.

3.2 Delivery of Documents. To the extent not already delivered, and to the extent such items exist on the Effective Date and are within the Sellers' possession, the Sellers will deliver within five (5) business days of the Effective Date to Buyer, all documents regarding the Business Assets and Real Property. Such documents shall specifically include, but shall not be limited to the following: any and all lease and/or warehousing agreements for the Real Property and/or Leased Property, existing surveys, appraisals, environmental reports (including transactional screens, Phase

I environmental site assessment, Phase II environmental site assessment and asbestos reports), contracts, warranties, storage tank reports, and structural reports (including status of electrical, roof, HVAC, sprinkler, and plumbing).

3.3 Title Insurance.

(a) Title Commitment and Title Policy. Real Estate Sellers shall order an owner's title insurance commitment (the "Title Commitment") with respect to the Real Property issued by the Title Company, for an ALTA Owner's Extended Coverage Title Insurance Policy, together with any endorsements or reinsurance provisions that Buyer may reasonably require (the "Title Policy"). Real Estate Sellers shall cause a copy of the Title Commitment to be delivered to Buyer within ten (10) days of the Effective Date. All costs related to the Title Policy, escrow fees and other closing costs shall be payable as set forth in Section 2.5.

(b) Title Objections. Prior to expiration of the Inspection Period, Buyer shall notify Seller in writing of Buyer's reasonable objection to any exceptions or other title matters shown on the Title Commitment (each, a "Title Objection"). If any Title Objection is not reasonably removed or resolved by the Real Estate Sellers to Buyer's reasonable satisfaction at least five (5) days prior to the Closing Date, and if such Title Objections shall unreasonably restrict or interfere with the operation of the Business as conducted on the date of this Agreement, then Buyer shall have the option, upon written notice to the Real Estate Sellers on or before the Closing Date, to terminate this Agreement, in which event neither party will have any further obligations or liability hereunder.

3.4 Environmental. Buyer, at Buyer's sole cost and expense, may order a Phase I environmental site assessment report for the Real Property. Upon Real Estate Sellers' prior written consent, if any environmental investigation report recommends additional subsurface investigation of the Real Property, Buyer may perform such additional subsurface investigation (each Phase I environmental site assessment report and each additional subsurface investigation report, an "Environmental Report"), from an environmental inspection company selected by Buyer, detailing and analyzing certain aspects of the Real Property. Furthermore, in the event the findings of the Phase I environmental site assessment warrants additional site investigative activities, the Parties agree that the Inspection Period and Closing Date shall be extended for an additional thirty (30) days.

3.5 Buyer's Right to Terminate. Notwithstanding any provision contained herein, if Buyer determines, in its sole discretion, that the Business Assets and/or Real Property are not satisfactory, and Buyer provides written notice thereof to the Seller Parties on or before expiration of the Inspection Period, then Buyer shall have the option to terminate this Agreement by delivering written notice to the Seller Parties prior to the expiration of the Inspection Period, in which event neither party will have any further obligations or liability hereunder.

4. CLOSING.

4.1 Closing. The consummation of the Transaction (the "Closing") will take place via electronic exchange of .pdf documents on or before November 5, 2022 ("Closing Date"). The effective time of the Closing will be 12:01 a.m. Central Time on the Closing Date for Tax and accounting purposes.

4.2 Closing Deliveries.

(a) At the Closing, Buyer will make the payments required to be made pursuant to Section 2.3 by wire transfer and deliver to the Sellers: (i) executed originals of the Promissory Note and Personal Guarantee; (ii) an executed assignment and assumption agreement with respect to the Assumed Liabilities and Assigned Contracts; and (iii) certified copies of the resolutions adopted by members of the Board of Directors of Buyer or parent entity, approving the Transaction, and (iv) any other documents as may be required or reasonably requested by the Company or Real Estate Sellers.

(b) At the Closing, the Sellers, as applicable, will deliver or cause to be delivered to Buyer (i) executed bills of sale, instruments of assignment (including an assignment and assumption agreement with respect to the Assigned Contracts) and such other instruments of transfer as may be reasonably requested by Buyer; (ii) copies of any consents required to consummate the Transaction and avoid a default under the Assigned Contracts; (iii) an executed copy of the restrictive covenants agreement contemplated in Section 8.3; (iv) evidence of the release of all Liens on any of the Business Assets or Real Property; (v) certified copies of resolutions adopted by the board of managers and members of the Sellers approving the Transaction; (vi) an executed IRS Form W-9; (vii) the Real Estate Documents; (viii) tenant estoppel certificates in the form attached hereto as Exhibit 4.2(b), hereto; and (ix) any other documents as may be required or reasonably requested by Buyer.

4.3 Conditions to the Closing.

(a) Conditions of Buyer. Buyer's obligation to consummate the Transaction and to take the other actions required to be taken by Buyer or its affiliates at the Closing is subject to the satisfaction, at or before the Closing, of each of the following conditions (any of which, except as prohibited by Law, may be waived in writing by Buyer in its sole discretion, in whole or in part);

(i) The representations and warranties set forth in Section 5, individually and collectively, must be accurate in all respects, in the case of each Fundamental Representation or each representation and warranty qualified by materiality or Company Material Adverse Effect, and accurate in all material respects as to all other representations and warranties, in each case both as of the date of this Agreement and as of the Closing Date as if made again on the Closing Date immediately preceding the Closing, except for a representation or warranty made as of a specific date or for a particular period, the accuracy of which will be determined as of such specific date or for such particular period;

(ii) The Sellers and their respective affiliates must have performed and complied with, in all material respects, their respective covenants, agreements and obligations under this Agreement and the other Transaction Documents required to be performed or complied with before the Closing;

(iii) No Material Adverse Effect must have occurred prior to Closing;

(iv) The Sellers must have delivered to Buyer, in form reasonably acceptable to Buyer, a certificate dated as of the Closing Date certifying that the conditions set forth in (i), (ii) and (iii) above have been satisfied;

(v) Buyer must have completed and be satisfied in its reasonable judgment with its confirmatory due diligence review of the Business and its due diligence review of the Real Property (including receipt of an acceptable survey, zoning confirmation, environmental assessment, and title insurance commitment showing good and marketable title to the Real Property to be in the applicable Real Estate Seller's name, subject only to beneficial easements and restrictions of record that are acceptable to Buyer and the requirements to be satisfied set forth in the title insurance commitment and shall disclose no other easements, restrictions or encumbrances whatsoever), which due diligence is to be completed on or before October 6, 2022;

(vi) There must not be a proceeding or order pending or threatened or a Law in effect that would prevent the consummation of the Transaction or that would be reasonably likely to result in a material Loss to Buyer, the Business, the Business Assets or the Real Property if the Transaction were consummated;

(vii) All required consents relating to the Acquired Contracts must have been received and delivered to Buyer and be in full force and effect;

(viii) All required filings, declarations and notices of, with or to any Governmental Body, and all required approvals or consents from a Governmental Body, must have been timely and properly made, given or obtained and be in full force and effect; and

(ix) The Sellers must have delivered to Buyer all documents required to be delivered to Buyer at or before the Closing.

(b) Conditions of the Sellers. The obligations of the Sellers to consummate the Transaction and to take the other actions required to be taken by the Sellers or their respective affiliates at the Closing are subject to the satisfaction, at or before the Closing, as applicable, of each of the following conditions (any of which, except as prohibited by Law, may be waived in writing by the Owners, in their sole discretion, in whole or in part): The representations and warranties set forth in Section 6, individually and collectively, must be accurate in all material respects as of the date of this Agreement and as of the Closing Date as if made again on the Closing Date immediately preceding the Closing, except for a representation or warranty made as of a specific date or for a particular period, the accuracy of which will be defined as of such specific date or such particular period;

(ii) Buyer and its affiliates must have performed and complied with, in all material respects, their respective covenants, agreements and obligations under this Agreement and the other Transaction Documents required to be performed or complied with prior to the Closing;

(iii) Buyer must have delivered to the Sellers, in form reasonably acceptable to the Sellers, a certificate dated as of the Closing Date certifying that the conditions set forth in (i) and (ii) above have been satisfied;

(iv) There must not be an order entered or a Law enacted since the date of this Agreement that would prevent the consummation by the Sellers of the Transaction; and

(v) Buyer must have delivered to the Sellers all documents required to be delivered at or before the Closing.

4.4 Termination. This Agreement may be terminated by agreement of Buyer and the Sellers or by written notice given before or at the Closing:

(a) By Buyer, on one hand, or the Sellers, on the other hand, if a breach of a representation, warranty, covenant or agreement in this Agreement has been committed by the other party or parties that constitutes a failure of a condition contained in Section 4.3, which has not been waived or cured to the reasonable satisfaction of the non-breaching party or parties within ten (10) days following the delivery of written notice of such breach;

(b) By Buyer, on one hand, or the Sellers, on the other hand, if the Closing has not occurred (other than through the failure of the party seeking to terminate this Agreement or such party's affiliate to comply fully with his or its, as applicable, obligations under this Agreement or another Transaction Document) on or before December 5, 2022, or such later date as Buyer and the Seller Parties may agree in writing; and

(c) At any time by Buyer or the Sellers, if (i) a Governmental Body has issued a final non-appealable order enjoining or otherwise prohibiting the consummation of the Transaction or (ii) a Law is enacted following the date of this Agreement preventing the consummation of the Transaction.

4.5 Effect of Termination. If this Agreement is terminated pursuant to Section 4.4, the obligations of the parties under this Agreement will terminate, except for the obligations set forth in this Section 4.5, which will survive any such termination. If this Agreement is terminated by a party because of a willful or intentional breach of this Agreement by another party or such other party's affiliate or because one or more of the conditions to the terminating party's obligations under this Agreement or another Transaction Document is not satisfied as a result of a willful or intentional failure of another party or such other party's affiliate to comply with his or its obligations under this Agreement or another Transaction Document, the terminating party's right to pursue available rights and remedies in respect of such breach or failure to comply will survive termination.

5. REPRESENTATIONS AND WARRANTIES OF SELLERS.

As of the date of this Agreement and on the Closing Date immediately before the Closing, each of the Company and Real Estate Sellers, jointly and severally, represents and warrants to the Buyer, to the Knowledge of the Sellers, only the following:

5.1 Organization and Power. Both the Company and Real Estate Sellers are an entity duly organized, validly existing and in good standing under the laws of the state of its organization. The Company has all requisite power and authority and all qualifications, authorizations, licenses and permits necessary to own and operate the Business.

5.2 Authorization. This Agreement and the other Transaction Documents to which Sellers are (or will be) a signatory (a) have been (or will be) authorized by all requisite company action on the part of the Company or each of the Real Estate Sellers, (b) have been (or will be) validly executed and delivered, and (c) this Agreement and such other Transaction Documents constitute a legal, valid and binding obligation of each Sellers (as applicable), enforceable against each of the Sellers in accordance with its terms. No other action on the part of a Sellers or any of their affiliates is necessary to authorize this Agreement or another Transaction Document or consummate the transactions contemplated thereby.

5.3 No Conflicts; Consents. The execution, delivery and performance by each of the Sellers under this Agreement and the other Transaction Documents to which it or he is (or will be) a party and the consummation of the transactions contemplated hereby and thereby, do not and will not: (a) violate or conflict with any organizational documents of the Sellers; (b) violate or conflict with any judgment, order, decree, statute, Law, ordinance, rule or regulation applicable to a Sellers, the Business, the Business Assets or the Real Property; (c) conflict with, or result in (with or without notice or lapse of time or both) any violation or default, or give rise to a right of termination, acceleration or modification of any obligation or loss of any benefit under any Assigned Contract; or (d) result in the creation or imposition of any Lien on the Business Assets or the Real Property.

5.4 Capitalization; Subsidiaries. All of the issued and outstanding equity securities of the Company and each of the Real Estate Sellers have been duly authorized, validly issued and are fully paid and non-assessable and are owned by the "Owners. No Person other than the Owners are entitled to approve or vote on the Transaction. The Business has only been conducted through the Company and all the assets used in the Business are owned by or validly leased to the Company.

5.5 Financial Statements. Buyer has been provided with: (a) the Company's unaudited balance sheet and the related unaudited statements of revenue, expenses, retained earnings and cash flow for the fiscal years ending on December 31, 2020 and December 31, 2021 (the "Annual Statements") and (b) the Company's internally prepared balance sheet and related statements of revenue, expenses, retained earnings and cash flow for the period commencing on January 1, 2022 through July 31, 2022 (the "Interim Financial Statements," and together with the Annual Statements, the "Financial Statements"). Except as set forth on Schedule 5.5, the Financial Statements have been prepared in accordance with GAAP on a consistent basis throughout the periods covered thereby and present fairly, in all material respects, the financial condition of the Company as of such dates and the results of operations of the Company for such periods. Since January 1, 2022, the Company has neither accelerated the collection of accounts receivable or deferred the payment of accounts payable as compared to its past practices.

5.6 Absence of Undisclosed Liabilities. The Company has no material liabilities (whether accrued, absolute, contingent, unliquidated or otherwise, whether due or to become due and regardless of when or by whom asserted) relating to the Business, except liabilities in the Interim Financial Statements and liabilities which have arisen after the date of the Interim Financial Statements in the ordinary course of business (none of which is material or relates to a liability for breach of contract or violation of Law. Except as disclosed on Schedule 5.6 or in the Title Commitment, the Real Estate Sellers do not have any material liabilities (whether accrued, absolute, contingent, unliquidated or otherwise, whether due or to become due and regardless of when or by whom asserted) relating to the Real Property.

5.7 Business Operations. Since January 1, 2022, the Company has conducted the Business in the ordinary course and no fact, event, condition, change or circumstance has occurred or exists which has had or could reasonably be expected to have a Material Adverse Effect (individually or in the aggregate) upon the Business or its operations, assets, liabilities, financial condition, prospects or customer relations.

5.8 Real Property. All utilities currently servicing the Real Property are installed, connected and operating, with all charges paid in full, and there are no material inadequacies with respect to such utilities relating to past use. The operation and use of the buildings and other improvements constituting the Real Property does not violate any zoning, subdivision, building or similar Law or recorded plat, or any certificate of occupancy issued with respect to the Real Property, except for violations that are not material. There are no material defects, rights, violations, directives, notices, judgments, orders, proceedings, licenses, permits or conditions affecting the Real Property which have impaired or restricted the use of such Real Property or the conduct of the Business by Company prior to Closing. The Real Property has been operated and maintained in material compliance with applicable Law. There are no: (i) pending or threatened condemnation proceedings; or (ii) pending or proposed special assessments, affecting or which may affect the whole or any part of the Real Property. Except for the lease agreements between the Company and Real Estate Sellers and those set forth on Schedule 5.8, there are no agreements, contracts, or leases, written or oral, which affect the Real Property in any manner other than this Agreement. All buildings, fixtures, and other improvements which constitute a portion of the Real Property are in “as is” condition and working order, subject to ordinary, routine maintenance and repairs, and contain no material defects which has impaired Sellers use of them.

5.9 Tax Matters. No claim has been made by a Governmental Body in a jurisdiction in which the Company does not file Tax returns claiming that the Company is or may be subject to Tax in that jurisdiction. The Company and Real Estate Sellers have timely filed (or timely will file) all Tax returns with respect to the Business and the Purchased Assets required to be filed by it under applicable Law on or prior to the Closing Date, and each Tax return was (or will be), when filed, complete and correct in all material respects. Except as set forth on Schedule 5.9, the Company and Real Estate Sellers have timely paid or caused to be paid all Taxes due and owing by it, whether or not shown or required to be shown on a Tax return. The Company is not currently the beneficiary of an extension of time within which to file a Tax return other than routine extensions obtained in the ordinary course of business. There are no Liens for Taxes on any of the Purchased Assets, other than with respect to Taxes not yet due and payable. Except as set forth on Schedule 5.9, Taxes required to have been collected or withheld by the Company prior to the Closing have been (or will be) timely collected or withheld and, to the extent required by applicable Law, have been (or will be) timely paid to, or deposited with, the proper Governmental Body.

5.10 Contracts. Each Material Contract is set forth on Schedule 5.10, and is valid, binding and enforceable in accordance with its terms. The Company has performed its obligations under each Material Contract and is not in default or breach or in receipt of any claim of default or breach. No event has occurred that with the passage of time or the giving of notice or both would result in a default or breach by the Company under any Material Contract (including by virtue of consummating the Transaction). The Company has no knowledge of any breach or anticipated breach by any other party to a Material Contract. Buyer has been provided with a true and correct copy of all written Material Contracts (together with all amendments and attachments) and a description of all oral Material Contracts (if any).

5.11 Tenants. Each of the tenants leasing space at either the Real Property or Leased Property are in compliance with the terms and conditions of their lease and/or warehousing agreements.

5.12 Title; Liens. The Company is the sole owner of the Business Assets. Except as disclosed on Schedule 5.12, the Company has title to the Business Assets, free and clear of all Liens, and the Company has the right, power and authority to convey such title to Buyer, free and clear of all Liens. Each of the Real Estate Sellers is the sole owner of the Real Property purported to be owned by it. Except as disclosed on Schedule 5.12, or in the title insurance commitment, each Real Estate Seller has good and marketable title to the Real Property purported to be owned by it, free and clear of all Liens, and each Real Estate Seller has the right, power and authority to convey such title to Buyer, free and clear of all Liens.

5.13 Purchased Assets. The Business Assets and Real Property used in the operation of the Business are in "as is" condition and are adequate for the uses to which they are being put, and none of the Purchased Assets are in need of maintenance or repairs except for ordinary, routine maintenance and repairs. The Purchased Assets comprise all of the assets which have been used for the operation of the Business.

5.14 Employees. Schedule 5.14 contains a list of all employees and independent contractors of the Business as of the date hereof, including any employee who is on a leave of absence, and sets forth for each employee and independent contractor the following: (a) name; (b) title or position (including whether full or part time); (c) hire date; (d) current annual base compensation rate; (e) commission, bonus or other incentive-based compensation; and (f) a description of the fringe benefits provided to each such individual as of the date hereof. The Company is not party to or bound by any collective bargaining agreement or relationship with any labor organization and no labor organization has filed or made demand for recognition. No material labor dispute has occurred and none is underway or threatened. There is no employment-related charge, complaint, grievance, investigation, inquiry or obligation of any kind, pending or, to the Company's Knowledge, threatened, relating to an alleged violation or breach by the Company (or its officers, directors or managers) of any Law or contract and, to the Company's Knowledge, no employee or agent of the Company has committed any act or omission giving rise to liability for any such violation or breach.

5.15 Employee Benefit Plans. Schedule 5.15 contains a list of each Employee Benefit Plan. The Company (and each ERISA affiliate) is in compliance with COBRA requirements and other Laws applicable to the Employee Benefit Plans. Neither the Company nor any ERISA affiliate has participated in any multi-employer plan or any defined benefit pension plan. No Employee Benefit Plan will be assumed by Buyer.

5.16 Insurance. Each insurance policy maintained by the Company or the Real Estate Sellers or covering any Business Assets, the Real Property or employees (a list of all such policies is included as Schedule 5.16 and a copy of the same has been provided to Buyer) is (a) in full force and effect, and (b) provides coverage as may be required by Laws to which the Company or Real Estate Sellers are subject. There is no default or outstanding claim under any insurance policy, there are no outstanding unpaid premiums and no notice of cancellation or nonrenewal has been received.

5.17 Proceedings. Except as disclosed on Schedule 5.17, there are not now any pending or threatened suits, claims or charges or, to the Company's Knowledge investigations, whether civil, criminal, administrative, regulatory or otherwise, against or affecting the Company, the Business, the

Real Property or the Business Assets. The Sellers are not aware of any facts, circumstances or occurrences which could be reasonably likely to give rise to any such matters.

5.18 Affiliate Transactions. Except as disclosed on Schedule 5.18, no officer, director, employee or affiliate of a Seller or any individual related by blood, marriage or adoption to any such person (a) is a party to any agreement or transaction with the Company or either Real Estate Seller, (b) has any interest in any property used by the Company in the Business (including any proprietary or intellectual property rights) in connection with the Business or (c) is in actual competition with the Business.

5.19 Environmental Matters. The Company and Real Estate Sellers, and their respective affiliates, have complied and are in compliance in all respects with applicable Environmental Laws, and have not received any notice alleging such a violation. No Hazardous Substance is present on, in, or under any portion of any Real Property in a quantity or concentration that would give rise to a claim of liability against any person under Environmental Laws. Neither the Company nor either Real Estate Seller has any Environmental Liabilities. The Company and each Real Estate Seller has obtained and complied with, and is in compliance with, all permits, licenses and other authorizations that are required pursuant to Environmental Laws. Neither the Company nor either Real Estate Seller has treated, stored, disposed of, arranged for or permitted the disposal of, or released any Hazardous Substance. The Company has not, either expressly or by operation of law, assumed or undertaken any Environmental Liability of any other Person. There are not now any underground storage tanks located at or under any Real Property.

5.20 Compliance with Laws. The Company and each Real Estate Seller is complying with applicable Laws and no notices have been received by and no claims have been filed against the Company or such Real Estate Seller alleging a violation of any such Laws. The Company and each Real Estate Seller hold all permits and licenses issued by a Governmental Body required to conduct the Business, and the Company and each Real Estate Seller is in compliance with the terms and conditions of such permits and licenses.

5.21 Brokers. No Seller or any affiliate or representative of a Seller has incurred or will incur any obligation or liability, contingent or otherwise, for any brokerage or finder's fee or agent's commission or other similar payment in connection with this Agreement or another Transaction Document.

5.22 Intellectual Property. Schedule 5.22 lists all of the Company's material Intellectual Property owned by or licensed to the Company, including software. The owned Intellectual Property is owned solely by the Company. The Company is not infringing on the proprietary or intellectual property rights of any third party and has the right to assign all of its Intellectual Property to Buyer, free and clear of all Liens. Buyer has been provided a copy of all licenses by the Company of Intellectual Property. No such license will require consent or payment to be transferred to Buyer.

5.23 Full Disclosure. No representation or warranty by a Seller in this Agreement or another Transaction Document contains any untrue statement of a material fact, or omits to state a material fact necessary to make the statements contained therein, in light of the circumstances in which they are made, not misleading.

6. **REPRESENTATIONS AND WARRANTIES OF BUYER.**

As of the date of this Agreement and on the Closing Date immediately before the Closing, Buyer represents and warrants to the Seller only the following:

6.1 **Organization and Power.** Buyer is a corporation duly organized, validly existing and in good standing under the laws of the State of Wisconsin.

6.2 **Authorization.** This Agreement and the other Transaction Documents to which Buyer is (or will be) a signatory (a) have been (or will be) authorized by all requisite company action on the part of Buyer, (b) have been (or will be) validly executed and delivered, and (c) this Agreement and such other Transaction Documents constitute a legal, valid and binding obligation of Buyer, enforceable against Buyer in accordance with its terms. No other action on the part of Buyer or any of its affiliates is necessary to authorize this Agreement or another Transaction Document or consummate the transactions contemplated thereby.

6.3 **No Conflicts; Consents.** The execution, delivery and performance by Buyer of this Agreement and the other Transaction Documents to which Buyer is a party and the consummation of the transactions contemplated hereby and thereby, do not and will not: (a) violate or conflict with any organizational documents of Buyer; (b) violate or conflict with any judgment, order, decree, statute, Law, ordinance, rule or regulation applicable to Buyer; or (c) conflict with, or result in (with or without notice or lapse of time or both) any violation or default, or give rise to a right of termination, acceleration or modification of any obligation or loss of any benefit under any contract, permit or other instrument to which Buyer is a party.

6.4 **Brokers.** Buyer represents that it has a broker agreement with CBRE with respect to the Transaction and Broker further represents that is solely responsible for any obligation or liability for any brokerage or finder's fee or agent's commission or other similar payment in connection with this Agreement or another Transaction Document.

6.5 **Full Disclosure.** No representation or warranty by Buyer in this Agreement or another Transaction Document contains any untrue statement of a material fact, or omits to state a material fact necessary to make the statements contained therein, in light of the circumstances in which they are made, not misleading.

7. **INDEMNIFICATION.**

7.1 **Survival.** All representations, warranties, covenants and agreements contained in this Agreement will survive the Closing. The representations and warranties contained in this Agreement will survive as follows: (a) Fundamental Representations will survive for five (5) years; (b) Statutory Representations will survive until the later of (i) the date that is two (2) years after the Closing Date (the "General Survival Period") and (ii) the expiration of the applicable statute of limitations; and (c) all other representations and warranties will survive until the General Survival Period. If an indemnification claim is made on or prior to the expiration of the applicable survival period, then the survival period(s) applicable to such claim will extend until such claim and any related claim is resolved. All covenants and agreements contained in this Agreement will survive until fully performed. Each provision of this Agreement will be given independent effect and a party may seek

indemnification under each provision of this Agreement that is applicable, although there may be no duplicative recovery.

7.2 Indemnification of Buyer. Each Seller, jointly and severally, will indemnify and defend Buyer and each of its affiliates, members, officers, directors, managers, employees, agents, representatives, successors and assigns (the "Buyer Indemnified Parties") and save and hold each of them harmless against and pay on behalf of or reimburse such Buyer Indemnified Parties as and when incurred for any Loss that any such Buyer Indemnified Party may suffer, sustain or become subject to, as a result of, in connection with, relating or incidental to or by virtue of (a) breach of representation or warranty of a Seller or an affiliate under this Agreement; (b) breach of covenant or agreement by a Seller or an affiliate under this Agreement; (c) an Excluded Liability; (d) Wrongful Acts; and (e) those matters set forth on Schedule 7.2.

7.3 Indemnification of the Sellers. Buyer will indemnify and defend the Sellers and each of their respective affiliates, members, officers, directors, managers, employees, agents, representatives, successors and assigns (the "Seller Indemnified Parties") and save and hold each of them harmless against and pay on behalf of or reimburse such Seller Indemnified Parties as and when incurred for any Loss which any such Seller Indemnified Party may suffer, sustain or become subject to, as a result of, in connection with, relating or incidental to or by virtue of (a) breach of representation or warranty of Buyer or an affiliate under this Agreement; (b) breach of covenant or agreement by Buyer or an affiliate under this Agreement; (c) an Assumed Liability, (d) Wrongful Acts; and (e) those matters set forth on Schedule 7.3.

7.4 Mitigation. Each party will use its commercially reasonable efforts to mitigate Losses subject to indemnification hereunder to the extent required by Law; *provided that* no party will be obligated to commence any formal proceeding or litigation as part of mitigation efforts. Losses reasonably incurred in seeking mitigation will themselves be recoverable as Losses should indemnification be found to be owing hereunder. Furthermore, the amount of any Losses for which an indemnifying party is responsible under this Section 7 shall be reduced by the amount of any insurance proceeds actually paid to the indemnified party to reimburse it for such Losses, net of any costs and expenses incurred in obtaining such proceeds and chargebacks or resulting premium increases, including investigation of the underlying claim and of collection.

8. ADDITIONAL AGREEMENTS.

8.1 Conduct Pending Closing.

(a) From the date of this Agreement until the earlier of the Closing and the termination of this Agreement, the Company will conduct the Business in the ordinary course of business and as otherwise planned, except for (i) actions taken pursuant to the requirements of this Agreement, and (ii) actions taken with Buyer's prior written consent. The Company will exercise its commercially reasonable efforts to preserve intact the present business organization, personnel and goodwill of the Business, and the Company will comply with applicable Law in all material respects. Without Buyer's prior written consent, none of the Sellers will make or change any Tax election, change any annual accounting period, adopt or change any material accounting method, policy or practice, file any amended Tax return, enter into any closing contract, settle any Tax claim or assessment, surrender any right to claim a

material refund of Taxes or consent to any extension or waiver of the limitation period applicable to any Tax claim or assessment.

(b) From the date of this Agreement until the earlier of the Closing and the termination of this Agreement, Sellers will not, and will cause each of their respective affiliates and representatives not to, directly or indirectly: (i) enter into or continue any negotiations, discussions or contracts contemplating or relating to the acquisition by any Person other than Buyer or an affiliate of Buyer of all or any part of the equity interests, assets or Business of the Company or any Real Property (regardless of the form of the transaction); (ii) take an action that would be reasonably likely to interfere with or prevent the timely consummation of the Transaction; or (iii) except for actions taken with Buyer's prior written consent to prepare for the consummation of the Transaction, take an action that would constitute a Restricted Event.

(c) From the date of this Agreement until the earlier of Closing or the termination of this Agreement, the Sellers will: (i) give Buyer and its representatives reasonable access to the Real Property and Leased Property (including for the purpose of performing customary environmental tests) and the Company's books and records, assets, properties, employees and representatives; and (ii) promptly provide to Buyer and its representatives copies of any books and records, information and documents relating to the Company, the Business or the Purchased Assets as Buyer or its representatives may reasonably request. Buyer and its representatives will conduct themselves with respect to the access described in clause (i) above in a manner that does not unreasonably interfere with the normal operations of the Business.

8.2 Further Assurances. Each party covenants that it will do, execute and deliver, and will cause to be done, executed and delivered, all such further acts and things as may be reasonably requested by another party to better effect and confirm the Transaction, including to effect the transfer, conveyance and assignment to Buyer of any assets otherwise used in the operation of the Business that are in the possession of or titled in the name of a Seller (or an affiliate) following the Closing.

8.3 Restrictive Covenants.

(a) Each James Peter and Thomas Peter, as owners of Sellers, each on behalf of himself and Sellers (the "Restricted Parties"), hereby agrees that for a period of five (5) years following the Closing Date (the "Restricted Period") such Restricted Party will not, directly or indirectly, either for itself or himself, for or through any other Person, engage in, invest in, participate in or permit its or his name to be used by, or otherwise assist any Person engaging in or participating in, the business of providing services in competition with those services provided by the Business as of Closing. The geographic scope of the foregoing covenant is the states of Michigan and Wisconsin. Each of the Restricted Parties agree that this covenant is reasonably designed to protect Buyer's substantial investment and is reasonable with respect to its duration, geographical area and scope.

(b) For so long as a Restricted Party has continuing obligations under Section 8.3(a) above, no Restricted Party may, directly or indirectly (i) interfere or attempt to interfere with the relationship between Buyer or an affiliate and any employee, (ii) hire any person (except family members) who was an employee of the Company during the six-month period

preceding the Closing Date and of Buyer or an affiliate at any time during the six-month period immediately preceding the date on which such hiring would take place (it being conclusively presumed that any such hiring within such six-month period is in violation of this subsection (b)), or (iii) call on, solicit or service any business relation of Buyer in order to induce or attempt to induce such Person to interfere with the relationship between any such business relation and Buyer.

(c) Each of the Restricted Parties agrees not to disclose or use at any time any non-public information relating to the Business or any of its business relations and to safeguard and protect such information against disclosure, misuse, loss and theft. If any Restricted Parties is compelled to disclose any information by judicial or administrative process or by other requirements of Law, such Restricted Party will promptly notify Buyer in writing and will disclose only that portion of the information which such Restricted Party is advised by its counsel is legally required to be disclosed. If requested, such Restricted Party will use commercially reasonable efforts to obtain (at Buyer's expense) an appropriate protective order or other reasonable assurance that confidential treatment will be accorded such information.

(d) In the event of any breach or violation by any Restricted Party of any of the provisions of this Section 8.3, the time period of such covenant will be extended until such breach or violation is resolved.

(e) Notwithstanding anything to the contrary herein or in any other agreement, nothing in this Agreement shall; (i) restrict or limit, in any way, the continuing operation and conduct of Thomas Peter's current trucking business known as Peter Trucking LLC operating from Athens, WI, as it is being conducted and operated as the date of this Agreement, or (ii) prohibit, prevent or limit in any way James Peter from storing boats, campers, and other recreational vehicles and equipment for either himself or his family and friends in the 80' x 80' warehouse he purchased in Minocqua.

8.4 Public Announcements. Unless required by Law, no party hereto will make any public announcement or filing with respect to the Transaction without the prior consent of the other parties.

8.5 Transferred Employees. On the Closing Date, the Company will terminate its employment relationship with all employees of the Business and assist Buyer in hiring such employees as determined by Buyer.

8.6 Name. The Company understands that, subsequent to the Closing, Buyer will own the name "Westside Warehousing" or any name similar thereto and that such name is included in the Purchased Assets hereunder, provided however that Sellers shall retain all rights in and to the name "Westside RealEstate" and all variations and names similar thereto. From and after the Closing, no Seller or any of their affiliates may use the name "Westside Warehousing" or any other name, (except "Westside RealEstate") variation, combination or derivative likely to cause confusion therewith. Immediately after the Closing, the Company will amend its articles of organization to change the Company's name to a name that does not violate the foregoing provision.

8.7 Tax Matters.

(a) Straddle Period. For purposes of determining Tax liability under this Agreement for a Straddle Period, the amount of any Taxes based on or measured by income, receipts, withholding,

sales, or payroll attributable to the Business Assets and/or Business for the pre-Closing Tax period will be determined based on an interim closing of the books as of the close of business on the Closing Date and the amount of other Taxes attributable to the Business Assets for a Straddle Period that relates to the pre-Closing Tax period will be deemed to be the amount of such Tax for the entire taxable period multiplied by a fraction the numerator of which is the number of days in the taxable period ending on the Closing Date and the denominator of which is the number of days in such Straddle Period. This Section 8.7(a) does not apply to transfer Taxes.

(b) Transfer Taxes. All transfer, documentary, sales, use, stamp, registration, value added, customs and import duties, and other such Taxes and fees (including any penalties and interest) incurred in connection with this Agreement and the other Transaction Documents (including any real property transfer Tax and any other similar Tax) will be borne and paid by the Company or Real Estate Sellers, as applicable. The party required under applicable Law will, at its own expense, timely file any Tax return or other document with respect to such Taxes or fees (and the other party will cooperate with respect thereto as necessary).

(c) Allocation. Prior to Closing, the parties will agree to the portion of the Purchase Price to be allocated to the Real Property. The remainder of the Purchase Price (and other items required under the Code) will be allocated among the Business Assets in accordance with Annex I and in conformity with Section 1060 of the Code and the Treasury Regulations thereunder. The parties will file all Tax returns and information reports, and will conduct all Tax proceedings, in a manner consistent with the allocation, as finally determined under this Section 8.7(c), unless otherwise required pursuant to a final determination within the meaning of Section 1313 of the Code, or any analogous provision of applicable state, local or non-U.S. Law.

9. MISCELLANEOUS.

9.1 Notices. All notices, requests, demands and other communications required or permitted to be given pursuant to this Agreement must be in writing and will be deemed to have been duly given: (a) on the day of delivery, if delivered by hand; (b) on the day of delivery, if sent by electronic mail (with confirmation of receipt) at or prior to 5:00 p.m. Central time on a business day; (c) on the first business day following delivery, if sent by electronic mail on a day that is not a business day or after 5:00 p.m. Central Time on a business day; (d) on the first business day following deposit with a nationally recognized overnight delivery service; or (e) upon the earlier of actual receipt and the third business day following first class mailing, with first class, postage prepaid:

If to Buyer:

KK Integrated Logistics, Inc.
Attn: Cynthia Kuber
962 First Street
P.O. Box 395
Menominee, MI 49858
Telephone: (906) 864.5512
Email: ckuber@kkil.net

With a Copy to:

Conway, Olejniczak & Jerry, S.C.
Attn: Jodi Arndt Labs
231 S. Adams Street
P.O. Box 23200
Green Bay, WI 54305-3200
Telephone: (920) 437-0476
Email: jodi@lcojlaw.com

If to Sellers:

Westside RealEstate LLC
226263 Kingbird Avenue
Wausau, WI 54401
Email: jim@thepetercompanies.com
Telephone: 715 571 9602

With a Copy to:

Reinhart Boerner Van Deuren sc
Attn; Craig Olafsson
1 Corporate Drive
Wausau, WI 54401
Tel 715 803 7717
Email: colafsson@reinhartlaw.com

A party may change his or its address, telephone number or facsimile number by prior written notice to the other Parties provided in accordance with this Section 9.1.

9.2 Entire Agreement. This Agreement and the agreements and documents referred to herein (including the Transaction Documents) contain the entire agreement and understanding between the parties with respect to the subject matter hereof and supersede all prior agreements and understandings, whether written or oral, relating to such subject matter in any way.

9.3 Governing Law. This Agreement (except where specifically provided otherwise) will be governed by the laws of the State of Wisconsin (regardless of the laws that might otherwise govern under applicable principles of conflicts of law) as to all matters, including matters of validity, construction, effect, performance and remedies.

9.4 Specific Performance. Each of the parties acknowledges and agrees that the other party or parties (as applicable) would be damaged irreparably in the event any of the provisions of this Agreement are not performed in accordance with their specific terms or otherwise are breached. Accordingly, each party agrees that another party will be entitled to an injunction or injunctions (without the necessity of posting a bond or proving the insufficiency of a remedy at law) to prevent breaches or threatened breaches of this Agreement and to enforce this Agreement in any action instituted in any court of the United States or any state thereof having jurisdiction over the parties and the matter, in addition to any other remedy to which they may be entitled, at law or in equity.

9.5 Assignment. This Agreement and all of the provisions hereof will be binding upon and inure to the benefit of the parties and their respective successors and assigns, except that neither

this Agreement nor any of the rights, interests or obligations hereunder may be assigned or delegated by a Sellers without the prior written consent of Buyer and except the Buyer may assign its rights hereunder only to any wholly-owned subsidiary so long as Buyer remains fully liable for all Buyer's obligations hereunder..

9.6 Counterparts. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

9.7 Severability. If any provision of this Agreement is determined to be illegal, invalid or unenforceable, such illegality, invalidity or unenforceability will have no effect on the other provisions of this Agreement, which will remain valid, operative and enforceable. Upon any such determination that any term or other provision is illegal, invalid or unenforceable, the parties will negotiate in good faith to modify this Agreement so as to affect the original intent of the parties as closely as possible.

9.8 Waiver and Amendments. This Agreement may be amended, modified, superseded, cancelled, renewed or extended, and the terms and conditions of this Agreement may be waived, only by a written instrument signed by the parties or, in the case of a waiver, by the party waiving compliance. No failure to exercise or delay in exercising any right, power or remedy hereunder will operate as a waiver thereof; nor will any single or partial exercise of any right, power or remedy hereunder preclude any other or further exercise thereof or the exercise of any other right, power or remedy.

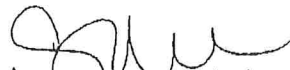
9.9 Construction. Each party hereto has participated in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises under any provision of this Agreement, this Agreement will be construed as if drafted jointly by the parties, and no presumption or burden of proof will arise favoring or disfavoring any party by virtue of authoring any of the provisions of this Agreement. As used in this Agreement, the words "including," "includes" or similar words will be deemed to include "without limitation," unless the context expressly indicates otherwise.

9.10 No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties and their successors and permitted assigns and nothing herein expressed or implied will give or be construed to give any other Person any legal or equitable rights hereunder.

(Signature page follows)

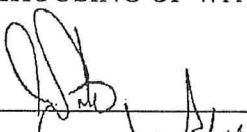
IN WITNESS WHEREOF, the parties have caused this Asset Purchase Agreement to be duly executed as of the date and year first written above.

KK INTEGRATED LOGISTICS, INC.

By: 
Name: Cynthia Kuber
Title: President

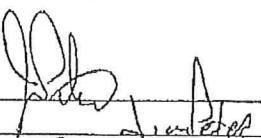
"Buyer"

WESTSIDE WAREHOUSING OF WAUSAU, LLC

By: 
Name: [Signature]
Title: Co owner

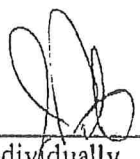
"Company" / "Seller" / "Real Estate Seller"

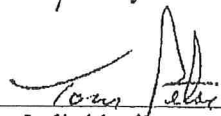
WESTSIDE REALESTATE, LLC

By: 
Name: [Signature]
Title: Co owner

"Real Estate Seller" or a "Seller"

Collectively "Sellers"


James Peter, Individually


Thomas Peter, Individually

Collectively, "Owners"

Exhibit A

Business Assets

(Attach List of Equipment, Machinery, Trade Fixtures, Etc.)

EXHIBIT B

REAL PROPERTY

(Include Legal Description)

Parcel 1 – Owned by Westside Warehousing of Wausau, LLC

Land described in Certified Survey Map recorded in the office of the Register of Deeds for Marathon County, Wisconsin, in Vol. 9 of Certified Survey Maps, Page 149; being part of the Southeast Quarter of the Northeast Quarter (SE $\frac{1}{4}$ of the NE $\frac{1}{4}$) and the Northeast Quarter of the Southeast Quarter (NE $\frac{1}{4}$ of the SE $\frac{1}{4}$) of Section 31, Township Twenty-nine (29) North, Range Seven (7) East, in the City of Wausau, Marathon County, Wisconsin.

Tax Parcel No. 291-2907-311-0998

Parcel 2 – Owned by Westside Realestate, LLC

Lot One (1) of Certified Survey Map No. 11344 recorded in the office of the Register of Deeds for Marathon County, Wisconsin, in Vol. 48 Certified Survey Maps, Page 26, as Doc. No. 1209231; being part of the Southeast Quarter of the Northeast Quarter (SE $\frac{1}{4}$ of the NE $\frac{1}{4}$) of Section Thirty-Six (36), Township Twenty-nine (29) North, Range Six (6) East, in the City of Wausau, Marathon County, Wisconsin.

Tax Parcel No. 291-2906-361-0995

**WAIVER OF FIRST RIGHT OF REFUSAL TO
REPURCHASE PROPERTY**

Document Number

Document Title

The undersigned hereby waives its first right of refusal to purchase the Property located at 840 S. 62nd Avenue, Wausau, Marathon County, Wisconsin, as set forth in the Deed Restriction recorded as "Schedule A" in that certain Warranty Deed dated March 5, 1980, recorded March 5, 1980, with the Marathon County Register of Deeds in Volume 310, Page 542 as Document No. 763065 for the property described below (the "Property").

Land described in Certified Survey Map recorded in the office of the Register of Deeds for Marathon County, Wisconsin, in Volume 9 of Certified Survey Maps on page 149; being a part of the Southeast quarter (SE ¼) of the Northeast quarter (NE ¼), and of the Northeast quarter (NE ¼) of the southeast quarter (SE ¼) of Section thirty-one (31), Township twenty-nine (29) North, Range seven (7) East, in the City of Wausau, Marathon County, Wisconsin.

The parcel conveyed pursuant to the above referenced Warranty Deed, represented by Parcel Identification No. 291-2907-311-0998 in the City of Wausau, Wisconsin and described above.

Westside Warehousing of Wausau, LLC has received an offer to purchase the Property from KK Integrated Logistics, Inc., a summary of which offer has been provided to the City of Wausau and intends to transfer title to the Property to KK Integrated Logistics, Inc. or its assignee(s) (the "Transfer").

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the City of Wausau, Wisconsin, hereby waives any right to exercise its option to repurchase the Property with respect to or as a result of this Transfer, and consents to the Transfer. The City of Wausau, Wisconsin, hereby states that to the best of its knowledge there are presently no conditions related to the Property that violate any deed restriction in the Warranty Deed.

Dated this _____ day of October, 2022.

CITY OF WAUSAU

ATTEST:

By: _____

Katie Rosenberg, Mayor

By: _____

Kaitlyn A. Bernarde, City Clerk

STATE OF WISCONSIN)
) ss.
COUNTY OF MARATHON)

Personally came before me this _____ day of October, 2022, Katie Rosenberg, Mayor and Kaitlyn A. Bernarde, Clerk, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

*
Notary Public, State of Wisconsin
My Commission _____.

This instrument was drafted by:
Anne L. Jacobson, City Attorney
407 Grant Street
Wausau, Wisconsin 54401

Recording Area

Name and Return Address:

W. Craig Olafsson
Reinhart Boerner Van Deuren s.c.
1 Corporate Dr., Ste. 400
Wausau WI 54401

PIN: 291-2907-311-0998

RESOLUTION OF THE COMMON COUNCIL

Approving City's Waiver of First Right of Refusal to Repurchase Property at 7333 Stewart Avenue (Westside Realestate, LLC)

Committee Action: *Pending*

Fiscal Impact: *None*

File Number: 99-1220

Date Introduced: October 25, 2022

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, Westside Realestate, LLC ("Westside") has received an offer to purchase the property at 7333 Stewart Avenue in the Wausau West Industrial Park from KK Integrated Logistics, Inc. for \$5,500,000.00; and

WHEREAS, pursuant to recorded deed restrictions on the property, Westside seeks the City's consent to transfer the property and waive its right to exercise its option to repurchase the property as set forth in the offer, on the same terms and conditions specified in the offer; and

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

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Wausau that the City hereby consents to the transfer of the property to KK Integrated Logistics, Inc. or its assigns and waives its right to repurchase the property at 7333 Stewart Avenue on the same terms and conditions contained in the present offer.

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

Approved:

Katie Rosenberg, Mayor

**WAIVER OF FIRST RIGHT OF REFUSAL TO
REPURCHASE PROPERTY**

Document Number

Document Title

The undersigned hereby waives its first right of refusal to purchase the Property located at 7333 Stewart Avenue, Wausau, Marathon County, Wisconsin, as set forth in the Deed Restriction recorded as an attachment in that certain Warranty Deed dated April 28, 1976, recorded April 30, 1976, with the Marathon County Register of Deeds in Micro-Record 225, Page 728 as Document No. 694940 for the property described below (the "Property").

Recording Area

Lot one (1) of Certified Survey Map No. 11344 recorded in the office of the Register of Deeds for Marathon County, Wisconsin, in Volume 48 of Certified Survey Maps on page 26, as Document No. 1209231; being a part of the Southeast quarter (SE ¼) of the Northeast quarter (NE ¼) of Section thirty-six (36), Township twenty-nine (29) North, Range six (6) East, in the City of Wausau, Marathon County, Wisconsin.

Name and Return Address:

W. Craig Olafsson
Reinhart Boerner Van Deuren s.c.
1 Corporate Dr., Ste. 400
Wausau WI 54401

PIN: 291-2906-361-0995

The parcel conveyed pursuant to the above referenced Warranty Deed, represented by Parcel Identification No. 291-2906-361-0995 in the City of Wausau, Wisconsin and described above.

Westside Realestate, LLC has received an offer to purchase the Property from KK Integrated Logistics, Inc., a summary of which offer has been provided to the City of Wausau and intends to transfer title to the Property to KK Integrated Logistics, Inc. or its assignee(s) (the "Transfer").

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the City of Wausau, Wisconsin, hereby waives any right to exercise its option to repurchase the Property with respect to or as a result of this Transfer, and consents to the Transfer. The City of Wausau, Wisconsin, hereby states that to the best of its knowledge there are presently no conditions related to the Property that violate any deed restriction in the Warranty Deed.

Dated this _____ day of October, 2022.

CITY OF WAUSAU

ATTEST:

By: _____

By: _____

Katie Rosenberg, Mayor

Kaitlyn A. Bernarde, City Clerk

STATE OF WISCONSIN)
) ss.
COUNTY OF MARATHON)

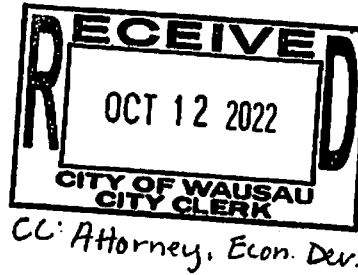
Personally came before me this _____ day of October, 2022, Katie Rosenberg, Mayor and Kaitlyn A. Bernarde, Clerk, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

*

Notary Public, State of Wisconsin
My Commission _____.

This instrument was drafted by:
Anne L. Jacobson, City Attorney
407 Grant Street
Wausau, Wisconsin 54401

COPY



Reinhart Boerner Van Deuren s.c.
1 Corporate Drive, Suite 400
Wausau, WI 54401-1727

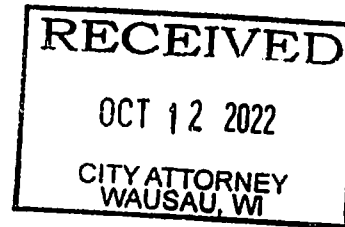
Telephone: 715.803.7712
Fax: 414.298.8097
Toll Free: 833.845.8803
reinhartlaw.com

October 12, 2022

W. Craig Olafsson
Direct Dial: 715-803-7717
colafsson@reinhartlaw.com

HAND DELIVERED

Kaitlyn Bernarde
City Clerk
City of Wausau
407 Grant Street
Wausau WI 54403



Dear Ms. Bernarde:

Re: City's First Option to Refuse to Purchase
Property ("ROFR"), identified as
follows;
Tax Parcel 291-2907-311-0998 (840
South 62nd Avenue, Wausau, WI)
Tax Parcel 291-2906-361-0995 (7333
Stewart Avenue, Wausau, WI)

I represent Westside Warehousing of Wausau, LLC., and Westside RealEstate, LLC (collectively "Westside") as owners of the above property.

Enclosed is a signed Purchase and Sale Agreement, dated October 4, 2022, which includes the proposed sale of the above property by Westside to KK Integrated Logistics, Inc., as buyer. Also enclosed for your convenience is a copy of the relevant deed restrictions applicable to this property.

The total purchase price of \$14 million is allocated as follows; \$12.5 million to the land and buildings described above, and the rest, \$1.5 million is allocated to the other Assets being sold thereunder.

This is an offer by Westside to sell to the City of Wausau the above described land and buildings for Twelve Million Five Hundred Thousand Dollars (\$12.5 Million) cash. This offer is made pursuant to the deed restrictions referenced above.

If the City is not going to purchase this property, we shall appreciate your placing this matter on the Agenda for the next City Council Meeting in order for the City to formally and officially waive its ROFR.

Kaitlyn Bernarde
October 12, 2022
Page 2

We shall appreciate your early advice as to the City's intentions.

Yours very truly,

A handwritten signature in black ink, appearing to read 'W. Craig Olafsson', written in a cursive style.

W. Craig Olafsson

48185690

Encs.