



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, December 13, 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			
Public Comment:	Pre-registered citizens for matters appearing on the agenda and other public comment.		
Committee Reports:	Board of Public Works - Insurance Claims July 2022 - September 2022		Placed on file
File #	CMT	Consent Agenda	ACT
22-1101	COUN	Minutes of previous meetings (11/22/22)	Placed on file
03-0717	FIN	Resolution Approving Purchase of Animal Impoundment Services Agreement for the impoundment, care, treatment and/or humane disposal of non-dog strays taken into custody by law enforcement or humane officers, between the Humane Society of Marathon County, Inc. and the City of Wausau, from January 1, 2023 through December 31, 2023	Approved 4-0
12-1214	FIN	Resolution Approving of Intergovernmental Humane Officer Services Agreement between the City of Wausau and Everest Metropolitan Police Department from January 1, 2023 through December 31, 2023	Approved 4-0
22-1109	FIN	Resolution Authorizing the modification of fees to the City of Wausau Fees and Licenses Schedule adopted pursuant to Wausau Municipal Code §3.40.010(a) (2023 Comprehensive Fee Schedule)	Approved 4-0
22-1204	PLAN	Ordinance Rezoning 306 South 4th Avenue from SR-7, Single Family Residential-7 Zoning District to TF-10, Two Flat Residential-10 Zoning District.	Approved 7-0
22-0108	PH&S	Resolution Approving or Denying Various Licenses as Indicated	Approved 4-0
File #	CMT	Resolutions and Ordinances	ACT
22-1203		Mayor's Appointments	
22-1207	ARTS	Resolution Approving acceptance of a public sculpture to be installed along the River Edge Parkway at 146 W. Washington Street	Approved 6-0
15-0708	ED	Resolution Terminating Development Agreement with Riverlife Condos, LLC (Mitch Viegut)	Approved 5-0
19-0921	ED	Resolution Approving Wausau Opportunity Condominium Plat, Declaration of Condominium by Wausau Opportunity Zone, Inc., Bylaws and Articles of Incorporation of Wausau Opportunity Condominium Association, Inc., Deeds of the Condominium Units, and appointment of City Director on Condominium Association Board for Wausau Opportunity Condominium Association, Inc.	Approved 4-1
22-1206	ED	Resolution Authorizing the purchase of 722 Washington Street	Approved 5-0
22-1208	ED	Resolution Approving sale of 206 N. 6th Avenue	Approved 5-0
21-1109	FIN	Resolution Establishing the 2022 Property Tax Equivalent for Wausau Water Works Wausau Wisconsin	Approved 4-0
21-1109A	FIN	Resolution Approving and Adopting the Budget for American Rescue Plan Coronavirus State and Local Fiscal Recovery Fund Funded Projects – 2022 Water and Sewer Replacement (related to the 2022 street reconstruction of 4th Street (McClellan St to Scott St) and 4th Avenue (Bridge St to Knox St)	Approved 4-0
21-1109B	FIN	Resolution Approving and Adopting the Budget for American Rescue Plan Coronavirus State and Local Fiscal Recovery Fund Funded Projects – 2022 Water and Sewer Main Projects (related to the 2022 street reconstruction of Bugbee Ave (Burek Ave to Tierney Road); Burek Ave (Campus Dr to Bugbee Ave) and Campus Drive (Cherry St to Burek Ave)	Approved 4-0
21-1109C	FIN	Resolution Approving and Adopting the Budget for American Rescue Plan Coronavirus State and Local Fiscal Recovery Fund Funded Projects – Torney Avenue (McDonald St to Townline Rd	Approved 4-0
21-1109D	FIN	Resolution Approving and Adopting the Budget for American Rescue Plan Coronavirus State and Local Fiscal Recovery Fund Funded Projects – Industrial Park Force Main	Approved 4-0
22-1205	P&4	Resolution Approving installation of infield synthetic turf at Athletic Park	Approved 4-0
22-1209	WWW	Resolution Creating Special Committee - Wausau Drinking Water Treatment Facility Solar Array Project Task Force	Approved 4-0
Suspend Rule 6(B) Filing and12(A) Referral of Resolutions (2/3 vote required)			
21-1109	FIN	(Correction to Original Resolution adopted 9/27/2022) Approving and Adopting the Budget for American Rescue Plan Coronavirus State and Local Fiscal Recovery Fund Funded Projects – Catholic Charities Year-Round Warming Center	Approved 5-0
06-0406	FIN	Resolution Approving City's Waiver of First Right of Refusal to Repurchase Property at 7555 Stewart Avenue (Arthur Rentals-Wisconsin, Inc.)	Pending
22-1210	FIN	Resolution Supporting the Convention and Visitors Bureau grant application	Pending
02-1216	HR & FIN	Joint Resolution Approving bargaining agreement between the City of Wausau and Wausau Professional Police Association for January 1, 2023 through December 31, 2024.	Pending Pending

02-1217	HR & FIN	Joint Resolution Approving bargaining agreement between the City of Wausau and Wausau Firefighter Association for January 1, 2023 – December 31, 2024	Pending Pending
03-1111	HR & FIN	Amending Resolution Approving Authorizing a 3% general wage adjustment for non-represented employees effective December 25, 2022 (first pay period for 2023).	Pending Pending
Public Comment & Suggestions			
CLOSED SESSION pursuant to Wis. Stat. Section 19.85(1)(g) for the purpose of conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved, for the purpose of conferring with legal counsel regarding a settlement offer received in Marathon County Case No. 22-CV-284 (Lori J. Fish and James B. Fish)			
RECONVENE into Open Session to take action on Closed Session item, if necessary			

Adjournment

Signed by Mayor Katie Rosenberg

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

This Notice was posted at City Hall and transmitted to the Daily Herald newsroom on 12/09/22 @ 5:00 PM. Questions regarding this agenda may be directed to the City Clerk.

In accordance with the requirements of Title II of the Americans with Disabilities Act of 1990 (ADA), the City of Wausau will not discriminate against qualified individuals with disabilities on the basis of disability in its services, programs or activities. If you need assistance or reasonable accommodations in participating in this meeting or event due to a disability as defined under the ADA, please call the ADA Coordinator at (715) 261-6590 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.



To: Kaitlyn Bernarde, City Clerk

From: Board of Public Works

Date: October 26, 2022

Subject: Insurance Claims – July 2022 – September 2022
06-1215

The Board of Public Works has settled, compromised, or denied the following claims during the months of July 2022 – September 2022

Date of Incident	Claimant	Claim Details	Amount of claim	Action
2/2/21	Noah Bok 903 McIndoe St	Opening WPD squad car door & struck another vehicle	\$632.79	Approved 8/16/22
7/11/22	Nancy Grimm 413 Weston Ave.	Blvd. tree branch fell on house	\$3,595.99	Deny 8/16/22

OFFICIAL PROCEEDINGS OF THE WAUSAU COMMON COUNCIL
held on Tuesday, November 22, 2022, in Council Chambers, beginning at 6:30 p.m.,
Mayor Katie Rosenberg presiding.

Roll Call

11/22/2022

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	NV (<i>entered late</i>)
5	Gisselman, Gary	YES
6	McElhaney, Becky	YES
7	Rasmussen, Lisa	YES
8	Watson, Sarah	YES
9	Herbst, Dawn	YES
10	Larson, Lou	YES
11	Henke, Chad	YES

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

None

Consent Agenda

11/22/2022

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

22-1101 Minutes of previous meetings (11/09/22)

03-0511 Resolution of the Parks & Recreation Committee Adopting the Updated Comprehensive Outdoor Recreation Plan 2023-2027

22-1113 Ordinance of the Parks & Recreation Committee Amending Sections 9.20.010 Vehicle regulation, 9.20.020 Regulation of persons, 12.56.040 Damage to trees and shrubs, 12.56.080 Permit to plant, remove, maintain and protect trees and shrubs, 12.56.090 Power to plant, remove, maintain and protect trees and shrubs and 12.56.150 Arboricultural specifications and standards, and creating Section 12.56.165 Emerald ash borer. .

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

22-1003

11/22/2022

Motion by Lukens, second by Watson to confirm the Mayor's Appointments of Carolyn Marohl to the CIP Committee and Tim VanDeYacht to the Room Tax Commission.

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

(Doug Diny *entered the meeting.*)

22-1109 Budget Discussion

11/22/2022

Doug Diny questioned if there was a statutory deadline to adopt the budget. Attorney Nathan Miller responded there was no statutory deadline, however, the city needs to inform citizens of the mill rate/levy rate and send them their tax bill since it is due the end of January. The city also needs to be able to have the revenue to pay for the operations and expenses.

Lisa Rasmussen explained the reason the public hearing is historically held the first meeting in November followed by adoption at the end of November is so the tax bills can be mailed and arrive in residents' mailboxes by the second Saturday of December. Some people wish to pay their tax bill before the end of 2022 to receive an income tax deduction. She commented there was a year the bills went out late and there was a massive amount of backlash and complaints from citizens.

Diny felt this might be a good time to start thinking about next year's budget and the process which should be all year long. He was concerned with the debt service and the amount of debt, especially the utility debt service and the personnel added via grants and ARPA that will come due two or three years down the road.

Maryanne Groat stated there was budget session discussion regarding the 12 added firefighter positions, 3 that were added from ARPA and 9 that are funded from the SAFER Grant, as well as the Outreach Coordinator in the Police Department that will eventually come onto the levy. She noted the timing is going to be relatively convenient because of the closure of TID #6 and #7 happening about the same time those grants close. She explained we then won't have to allocate increment to those districts which leaves a space open for the funding of these positions. A referendum is another tool for feedback from the taxpayer to question if they are willing to increase the tax rate for those positions.

Rasmussen pointed out in the 2023 Budget there are a couple things that are intended specifically to stem new borrowing in the utility. ARPA funding was ranked and approved for the capital projects for the Water & Sewer Utility for 2023, which impacts the water rate payer in a positive way. She noted since there are more water users than there are property taxpayers the ARPA dollars used for the utility projects benefits a larger cross section of the public. Also in the budget is an agreement to forgive \$500,000 of the pilot payment the Water & Sewer Utility normally makes to the city. That payment was inflated to contemplate new growth and our budget did not necessarily need that growth or contemplate that higher number. Just tonight the Finance Committee approved applying ARPA funds to offset the borrowing for 2022 capital projects that are already complete at the utility and reduce the pilot payment for 2022. *Discussion continued.*

22-1109 Budget Amendment

11/22/2022

Motion by Diny, second by Gisselman to Amend the 2023 City of Wausau Budget Resolution - that the Council will not consider any budget modifications in the first half of the year.

Diny felt there were too many budget modifications in the first part of the year and if they were not allowed it would force the budget process to work as it is intended.

Rasmussen felt they should be cautious about hamstringing the city's ability to modify the budget because there are causes that you must modify the budget for that are not only added new spending or increases, but also for reclassifying a job; processing carryover for unfinished work; added defense costs for a lawsuit; intergovernmental agreements that require funds; or unanticipated snowfall. She stated the Council can vote down any modifications it does not like, but we need the ability to function.

Diny commented he did not want to stand in the way of an emergency modification, but his intent was just to slow the roll of the number and frequency in the early onset of taking a budget that we've had seven sessions to put together to have a budget modification right away in January. He just wanted to give some validity to the budget. Nathan Miller pointed out a budget modification takes a super majority (2/3 vote) to pass.

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

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

Diny put a motion on the floor to add a City Administrator position beginning July 1st at a total cost of \$129,000 funded by 2022 surplus. Motion died for lack of a second.

22-1109 Budget Adoption

11/22/2022

Motion by Rasmussen, second by Watson to adopt the Resolution of the Finance Committee Adopting the 2023 City of Wausau Budget and General Property Tax to Support Same as presented.

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

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

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

22-1110

11/22/2022

Motion by Rasmussen, second by Larson to adopt the Preliminary Resolution of the Capital Improvement & Street Maintenance Committee Levying Special Assessments for 2023 Street Construction Projects.

Yes Votes: 11 No Votes: 0 Result: PASS

Suspend the Rules

11/22/2022

Motion by Watson, second by Lukens to Suspend Rule 6(B) Filing of Resolutions.

Yes Votes: 11 No Votes: 0 Result: PASS

22-1111

11/22/2022

Motion by Herbst, second by Watson to adopt the Joint Resolution of the Human Resources and Finance Committees Reclassifying the Payroll Coordinator to Accountant (Payroll).

Yes Votes: 11 No Votes: 0 Result: PASS

22-1112

11/22/2022

Motion by Herbst, second by Watson to adopt the Joint Resolution of the Human Resources and Finance Committees Authorizing reclassification of Wastewater Plant Operations Supervisor.

Diny requested clarification regarding the budget neutral statement on the resolution and questioned if the reclass was costing more or costing less. Becky McElhaney indicated it was budget neutral and the current position was being reclassified due to a requirement for more supervisory experience. Eric Lindman explained this is a replacement for the individual who is retiring and that some responsibilities were added to the job classification so the paygrade range will be increased by one pay grade. McElhaney clarified it remains budget neutral because the new person will be starting at a lower step than the person who is retiring from the top of the pay scale.

Yes Votes: 11 No Votes: 0 Result: PASS

Public Comment or Suggestions

None

Adjournment

11/22/2022

Motion by Watson, second by Lukens to adjourn the meeting. Motion carried unanimously. Meeting adjourned at 7:12 pm.

Katie Rosenberg, Mayor
Kaitlyn Bernarde, City Clerk

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

RESOLUTION OF THE FINANCE COMMITTEE

Approving Purchase of Animal Impoundment Services Agreement for the impoundment, care, treatment and/or humane disposal of non-dog strays taken into custody by law enforcement or humane officers, between the Humane Society of Marathon County, Inc. and the City of Wausau, from January 1, 2023 through December 31, 2023

Committee Action: Approved 4-0

Fiscal Impact: The net 2023 contract price of \$46,250, with a credit for less than 250 animals brought in at \$180 per animal, and a charge of \$200 per animal beyond 250.

File Number: 03-0717

Date Introduced: December 13, 2022

FISCAL IMPACT SUMMARY

COSTS	<i>Budget Neutral</i>	Yes ☐ No ☒	
	<i>Included in Budget:</i>	Yes ☒ No ☐	<i>Budget Source: Animal Control Fund</i>
	<i>One-time Costs:</i>	Yes ☒ No ☐	<i>Amount: \$46,250 Budgeted for Impoundment Costs</i>
	<i>Recurring Costs:</i>	Yes ☐ No ☐	<i>Amount:</i>
SOURCE	<i>Fee Financed:</i>	Yes ☒ No ☐	<i>Amount: The Animal Control Fund receives the majority of financing from pet license</i>
	<i>Grant Financed:</i>	Yes ☐ No ☐	<i>Amount:</i>
	<i>Debt Financed:</i>	Yes ☐ No ☐	<i>Amount Annual Retirement</i>
	<i>TID Financed:</i>	Yes ☐ No ☐	<i>Amount:</i>
	<i>TID Source: Increment Revenue ☐ Debt ☐ Funds on Hand ☐ Interfund Loan ☐</i>		

RESOLUTION

WHEREAS, effective January 1, 2022, the City contracted with the Humane Society of Marathon County for the impoundment, care, treatment and/or humane disposal of non-dog strays; and

WHEREAS, that contract expires December 31, 2022, and there is a need to provide for the care of such animals; and

WHEREAS, funding for this service is provided in the 2023 Animal Control Fund Budget and will be provided in the future years' budgets as needed; and

WHEREAS, your Finance Committee, on November 22, 2022, recommended entering into a contract with the Humane Society of Marathon County, Inc., for the impoundment, care, treatment and/or humane disposal of non-dog strays taken into custody within the City of Wausau by law enforcement or humane officers, for a one-year period from January 1, 2023 through December 31, 2023; and

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Wausau that the proper city officials are hereby authorized to execute a contract with the Humane Society of Marathon County, Inc. in substantial compliance with the terms of the proposed contract attached.

Approved:

Katie Rosenberg, Mayor

FINANCE COMMITTEE

Date and Time: Tuesday, November 22, 2022 @ 5:00 pm., Council Chambers

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

Members Excused: Doug Diny (Finance)

Others Present: Maryanne Groat, Anne Jacobson, Anne Keenan, Bob Barteck, Ben Bliven, Melinda Pauls, Nathan Miller, Jamie Polley, Katie Rosenberg, and Kaitlyn Bernarde

Discussion and possible action regarding Adoption of Purchase of Animal Impoundment Services Agreement for the impoundment, care, treatment and/or humane disposal of non-dog strays taken into custody by law enforcement or humane officers between the Humane Society of Marathon County, Inc. and the City of Wausau, from January 1, 2023 through December 31, 2023

Motion by Lukens, second by Watson to approve the agreement. Motion carried 4-0.



WAUSAU

*...as the standard of
excellence in policing*

Memorandum

From: Captain Melinda Pauls, Police Department

To: Finance Committee

Date: November 11, 2022

Re: Renewal of Animal Impoundment Services Agreement (Non-dog stray contract) with HSMC

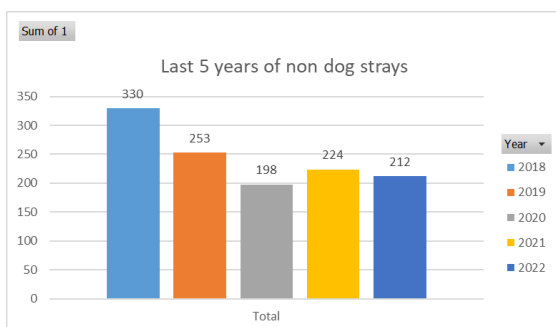
Purpose:

Requesting renewal of the one year Animal Impoundment Services Agreement with the Humane Society of Marathon County.

Background:

The City of Wausau has held an animal impoundment services agreement since 2014, with HSMC. The agreement has allowed us to impound, care, treat, and/or facilitate the humane disposal of non-dog strays for the city of Wausau.

The 2023 agreement is for 250 non-dog strays, remaining the same from the 2022 contract. A five-year average of city of Wausau non-dog stray numbers averaged 250. If less than 250 non-dog strays are brought in during the 2023 contract, a credit shall be given to the city of Wausau in the form of a carry over, applied to the following year.



Impact:

\$46,250 for the contract, for up to 250 non-dog strays (LESS 2021 Return to Owner credits of \$1270.00 and LESS 2021 animals received less than 250 of \$5180.00) for a NET contract amount of \$39,800 for 2023. For any non-dog stray brought in beyond 250, the flat fee shall be \$200 per non-dog stray. The contracted per animal rate is \$180 per non-dog stray.

Recommendation:

Department recommends approving the renewal of the one year contract.

PURCHASE OF ANIMAL IMPOUNDMENT SERVICES AGREEMENT

**BETWEEN
THE HUMANE SOCIETY OF MARATHON COUNTY, INC.
AND CITY OF WAUSAU**

Municipality Address: Mayor Katie Rosenberg
City of Wausau
407 Grant Street
Wausau WI 54403

Humane Society: Executive Director
7001 Packer Drive
Wausau WI 54401

THIS SERVICES AGREEMENT (the "Agreement"), is made and entered into, by and between the City of Wausau (the "MUNICIPALITY") and the Humane Society of Marathon County, Inc. ("HSMC"),

RECITALS

WHEREAS, MUNICIPALITY, desires to purchase services from HSMC (a not-for-profit corporation under the laws of the State of Wisconsin) for the impoundment, care, treatment and/or humane disposal of non-dog strays; and

WHEREAS, HSMC, is presently situated and capable to provide services to MUNICIPALITY for professional and ethical impoundment, animal shelter, care services, treatment and humane disposal of an animal; and

WHEREAS, at all times this Agreement shall be construed in a manner consistent with Wisconsin Statutes and pursuant to the terms of this Agreement; and

WHEREAS, HSMC maintains a principal place of business located at 7001 Packer Drive, Wausau, Wisconsin 54401, but periodically uses third party facilities to fulfill the services provided in this Agreement; and

WHEREAS, HSMC is a not-for-profit private corporation (a private entity) entering into an Agreement with a political subdivision as defined in Wis. Stat. §173.15(1) and acknowledges its obligations under Wis. Stat. §173.15(2) in relation to this Agreement; and

WHEREAS, MUNICIPALITY and HSMC desire that this Agreement is for the impoundment, care and treatment of non-dog strays for the Term of this Agreement.

NOW THEREFORE, in consideration of the above Recitals which are acknowledged to be true and correct and are incorporated into this Agreement and the promises and

agreements hereinafter contained and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged by each party to this Agreement, it is agreed by the MUNICIPALITY and HSMC as follows:

AGREEMENT

1.0 TYPE AND GEOGRAPHIC SCOPE OF SERVICES. HSMC agrees to provide the services detailed herein with respect to stray animals (EXCLUDING DOGS) in response to a request by MUNICIPALITY.

1.1 Stray Animals (EXCLUDING DOGS). HSMC will operate an impoundment facility to care for, and/or humanely dispose of non-dog strays as defined per this Agreement as well as keep accurate records thereof pursuant to the provisions of Wis. Stats. §173.15(2)(b) of all of the animals brought to HSMC under the terms of this Agreement.

1.2 Animals Held for Cause. This Agreement does not include impoundment services for animals taken into custody pursuant to §173.13, Wis. Stats., by law enforcement or humane officers of any political subdivision. Furthermore, this Agreement does not include impoundment services for animals withheld from their owner for cause by any political subdivision, pursuant to §173.21, Wis. Stats., et seq. MUNICIPALITY and HSMC agree that any such services to be performed on behalf of the MUNICIPALITY, shall be subject to a separate agreement.

1.3 HSMC will attempt to locate the owners of stray animals and if found, inform the owners of the cost of holding, care, and treatment of that owner's animal.

1.4 HSMC will obtain ownership of a stray animal if they are unclaimed within the statutory 7 days for eventual adoption or relocation. Disposition costs of an animal that was brought in as a stray shall be borne by the MUNICIPALITY pursuant to the terms of Compensation set forth herein at 2.0 and be included in the flat fee contract price.

1.5 This Agreement does not include impoundment services for stray dogs. Marathon County has entered into a separate one year agreement with HSMC for impoundment services for stray dogs.

2.0 COMPENSATION. MUNICIPALITY shall compensate HSMC for services detailed in this Agreement as follows:

CY 2023 - \$46,250 for the contract, for up to 250 non-dog strays **LESS** 2021 Return To Owner credits of \$1,270 and 2021 credit of \$5,180 for animals received less than 250 for a **NET contract amount of \$39,800 for 2023.**

For any non-dog stray brought in beyond 250, the flat fee shall be \$200 per non-dog stray. The fees include **any** non-dog stray brought in under MUNICIPALITY's "INTERGOVERNMENTAL HUMANE OFFICER SERVICES AGREEMENT BETWEEN THE CITY OF WAUSAU" entered into January 1, 2014.

2.1 The NET 2023 contract price of \$39,800 shall be due and paid in full on or before January 30, 2023.

2.2 HSMC will bill MUNICIPALITY for animals beyond 250 non-dog strays regardless of whether Wausau Police/Humane Officer delivers the animals to HSMC.

2.3 If less than 250 non-dog strays are brought in during the calendar year 2023 of this contract, a credit shall be given MUNICIPALITY for the difference between the amount due HSMC at \$185 per animal and the full amount paid under the contract, which shall be carried over and applied the following year to the MUNICIPALITY's obligation, in the event the parties renew this Agreement. If the parties do not renew this Agreement by December 31, 2023 a refund, rather than a credit, shall be due MUNICIPALITY on the same terms, payable by February 16, 2024.

2.4 HSMC will credit MUNICIPALITY for any non-dog stray brought in under the 2021 contract and which was "Returned to Owner" prior to the end of the statutory 7-day hold period. The credit will be calculated by HSMC based on days of care and disposition costs NOT incurred by HSMC for the holding of said animal. Additionally, if the Owner paid a reclaim fee to HSMC for the animal, that fee will also be credited to MUNICIPALITY.

In 2021, there were 45 cats and one chicken that qualified for a credit of \$1,270 in "Return To Owner" fees for WAUSAU. **THE TOTAL CREDIT TO BE APPLIED TO CY2023 FOR 2021 RETURN TO OWNER ANIMALS IS \$1,270.**

3.0 TERM OF AGREEMENT.

3.1 Term. Unless otherwise agreed in writing, the term of this Agreement shall be for one (1) years commencing January 1, 2023 through December 31, 2023. This Agreement can only be renewed by mutual agreement of the two parties. The Agreement may also be terminated subject to termination provisions under Section 6.0.

4.0 DEFINITIONS. As used in this Agreement the following words shall have the meanings provided below:

4.1 Stray Non-Dog Animal: A non-dog animal whose owner or custodian is unknown or cannot be ascertained immediately with reasonable effort. A stray non-dog animal may be brought to HSMC only by the MUNICIPALITY's humane or law enforcement officers.

4.2 Surrender: Is any animal that has been voluntarily delivered to HSMC by its owner, handler or other person entitled to do so. Surrender animals are NOT within the scope of this Agreement.

4.3 Unclaimed: Any animal whose owner has failed to reclaim the animal within the statutory time frames under State laws.

4.4 Wild Animal: The definition of “wild animal” is to include all nature-born, non-domesticated, non-owned free animals of all and any species even if living in and around humans or other domesticated, exotic or livestock animal. Wild animals are NOT within the scope of this Agreement. “Wild animals” does not include feral cats.

5.0 EXECUTION AND PERFORMANCE OF SERVICES.

5.1 Cooperation. HSMC agrees to use reasonable methods in working with all MUNICIPAL departments, agencies, employees and officers. MUNICIPALITY agrees to use reasonable methods in working with HSMC in order to enable HSMC to perform the services described herein.

5.2 HSMC Personnel. HSMC agrees to secure, at its own expense, all personnel necessary to carry out its obligations under this Agreement. Such personnel shall not be employees of MUNICIPALITY. HSMC shall ensure that its personnel are instructed that they do not have any direct contractual relationship with MUNICIPALITY. MUNICIPALITY shall have no authority over any aspect of HSMC’s personnel practices and policies and shall not be liable for actions arising from such policies and practices.

5.3 Transportation of Animals. MUNICIPALITY is NOT purchasing transportation services to or from HSMC, and HSMC shall have no obligation to pick up or transport ANY animal covered by this Agreement.

5.4 Facility Access. HSMC will provide, or assure the availability of an appropriate facility that will provide admitting stray non-dog animals 24 hours a day, 7 days a week, that are delivered by humane and/or law enforcement officers employed by the City of Wausau.

5.5 Services for Animals. HSMC agrees to provide for the professional, humane and ethical impoundment, animal shelter, care services, and humane disposal of any animal within the scope of this Agreement.

5.6 Reclaiming Services. HSMC shall use reasonable attempts to identify, locate, and make contact with the animal’s owner in order to arrange for either the surrender or the return of the animal. Said efforts will be made within the statutory 7 day holding period. Notwithstanding the foregoing, the parties acknowledge that the owners of some stray non-dog animals are never known or even identified such that HSMC’s ability to find the owner is a legal impossibility.

5.7 Ethical and Humane Treatment. HSMC agrees it will use the best practices for care, housing, adoption or final disposition (euthanize, transfer or adoption) of all animals within the scope of this Agreement and in compliance with all federal, state and local laws.

5.8 Not an Exterminator. MUNICIPALITY agrees that HSMC does not provide services for any animal that would be best handled by a “pest” exterminator.

5.9 Disposition of Stray Non-Dog Animals. After the statutory waiting time, seven (7) days, the parties agree that HSMC will obtain exclusive possession of all strays covered by this Agreement. However, and at the HSMC's sole discretion, the HSMC may not desire to take possession of certain animals and shall have the legal right to terminate the animal and dispose of the animals remains.

5.10 Protocols. Both parties will mutually create and agree upon protocols to follow in order to accomplish the efficient execution of this Agreement with a minimum of confusion or disagreement.

5.11 Records. HSMC agrees to keep statistical records of all animals, including origin (jurisdiction), admittance, disposition, care, treatment, redemption records and those additional records as may be required under Wis. Stats. §173.15(2)(b). Such records shall be made available to MUNICIPALITY. Such records will be available for review, copying or inspection at HSMC by appointment with Executive Director or designee.

6.0 TERMINATION OF AGREEMENT.

6.1 Termination: No Cause. Either party may terminate this Agreement, for any reason, at any time upon 30 days written notice to the other party.

6.2 In the event this Agreement is terminated, HSMC shall reimburse the MUNICIPALITY for the Compensation paid by the MUNICIPALITY prescribed under Section 2.0 of this Agreement less either the amount of animals turned into HSMC by the MUNICIPALITY multiplied by \$185 or 1/12th for each month that the Agreement is in effect whichever is greater.

7.0 INSURANCE AND INDEMNIFICATION.

7.1 Insurance. In order to protect itself, MUNICIPALITY, its officers, boards commissions, agencies, employees and representatives under the indemnity provisions of this Agreement, HSMC shall obtain and at all times during the term of this Agreement keep in full force and effect comprehensive general liability insurance policies (as well as professional malpractice or errors and omissions coverage, if the services being provided are professional services) issued by a company or companies authorized to do business in the State of Wisconsin and licensed by the Wisconsin Insurance Department, with liability coverage provided for therein in the amounts of at least:

- Commercial General Liability - \$1,000,000.00 combined single limit.
- Workers Compensation Insurance as required by Wisconsin Statutes of all employees engaged in work.

7.2 Indemnification.

A. Immunity. The MUNICIPALITY is a governmental entity entitled to governmental immunity under law, including Wis. Stat. §893.80. Nothing contained herein

shall waive the rights and defenses to which the MUNICIPALITY may be entitled under law, including all of the immunities, limitations, and defenses under Wis. Stats. §893.80 or any subsequent amendments thereof.

B. Responsible for Own Actions. HSMC and MUNICIPALITY shall bear the risk of its own actions, as it does with its day-to-day operations.

C. Employee Claims. The employees of the parties hereto shall be covered by his or her employing entity for purposes of worker's compensation, under Ch. 102, Wisconsin Statutes, unemployment insurance, and benefits under Ch. 40 Wisconsin Statutes. Both parties waive subrogation rights each may have against the other party for claim payments under Ch. 102, Wisconsin Statutes.

D. HSMC shall indemnify, hold harmless and defend MUNICIPALITY, its boards, commissions, agencies, officers, employees and representatives against any and all liability, loss (including, but not limited to, property damage, bodily injury and loss of life), damages, costs or expenses which MUNICIPALITY, its officers, employees, agencies boards, commissions and representatives may sustain, incur or be required to pay by reason of HSMC furnishing the services or goods required to be provided under this Agreement, provided, however, that the provisions of this paragraph shall not apply to liabilities, losses, charges, costs, or expenses caused by or resulting from the willful or intentional acts or omissions of MUNICIPALITY, its agencies, boards, commissions, officers, employees or representatives. The obligations of HSMC and MUNICIPALITY under this paragraph shall survive the expiration or termination of this agreement.

8.0 NOTICE TO PUBLIC AND PRIVATE ON NONAFFILIATION. HSMC may employ at various times outside contractors or promoters to assist it with all types and levels of products or services. HSMC agrees that it shall inform all outside contractors, promoters, and the public that the HSMC is not a legal entity, agency or subdivision of MUNICIPALITY.

9.0 NOTICES.

9.1 Notices to the MUNICIPALITY. Except as more specifically provided by the terms of this Agreement, notice to the MUNICIPALITY shall be delivered via first class mail as follows:

Mayor Katie Rosenberg
City of Wausau
407 Grant Street
Wausau WI 54403

Kaitlyn Bernarde
City Clerk
407 Grant Street
Wausau WI 54403

9.2 Notices to HSMC. Except as more specifically provided by the terms of this Agreement, notice to HSMC shall be delivered via first class mail as follows:

Lisa Leitermann
Executive Director
Humane Society of Marathon Co.
7001 Packer Drive
Wausau WI 54401

Mary Tubbs
President of the Board of Directors
Humane Society of Marathon Co.
7001 Packer Drive
Wausau WI 54401

10.0 MISCELLANEOUS.

10.1 Integrated Agreement. This Agreement together with any all instruments, exhibits, schedules or addenda attached hereto sets forth the complete understanding of the parties relating to the matters which are the subject hereof and supersede any and all prior or contemporaneous written or oral agreements, understandings and representations relating thereto.

10.2 Modifications. This Agreement may only be modified in writing signed by the parties or any officers of such parties with authority to bind the party. No oral statements, representations, or course of conduct inconsistent with the provisions of this Agreement shall be effective or binding on any party regardless of any reliance thereon by the other.

10.3 Choice of Law and Venue. This Agreement shall be construed and enforced in accordance with the laws of the State of Wisconsin. In the event of any disagreement or controversy between the parties over this Agreement, the parties agree that the sole and exclusive venue for any legal proceedings related to it shall be in the Marathon County Circuit Court, State of Wisconsin.

10.4 Construction.

10.4.1 Construction against the Drafter. Provisions for which ambiguity is found shall not be construed against any party by virtue of that party having drafted or prepared the same.

10.4.2 Captions. Captions or any section or paragraph of this Agreement are for the convenience of reference only and shall not define or limit the scope of any provisions contained therein.

10.4.3 Severability. Whenever possible, each provision of this Agreement shall be interpreted in such a manner so as to be effective and valid under applicable law. However, if any provision is prohibited by or found to be invalid or unenforceable under applicable law or for any other reason or under particular circumstances the same shall not affect the validity or enforceability of such provision under any other circumstances or of the remaining provisions of the Agreement. Such provision shall be deemed automatically amended with the least changes necessary so as to be valid and enforceable and consistent with the intent of such provision as originally stated.

10.4.4 Tense. Use of the singular number shall include the plural and one gender shall include all others.

11.0 ASSIGNMENT. No party shall assign nor transfer any interest or obligation under this Agreement without the prior written consent of the other.

12.0 THIRD-PARTY BENEFICIARIES. This Agreement is intended to be an Agreement solely between the parties hereto and for their benefit only. No part of this Agreement shall be construed to add to, supplement, amend, abridge or appeal existing duties, rights, benefits or privileges of any third-party or parties, including, without limitation, employees of either party and any other municipality located within the geographic limits of the County.

13.0 EXECUTION IN COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same agreement.

14.0 REPRESENTATION OF COMPREHENSION OF DOCUMENT. In entering into this Agreement, the parties represent that they have relied upon the advice of their attorneys, who are the attorneys of their choice, concerning the legal consequences of this Agreement. They further agree that the terms of this Agreement have been completely read and explained to them and they are fully understood and voluntarily accepted.

15.0 WARRANTY OF CAPACITY TO EXECUTE.

15.1 I, Katie Rosenberg, in my capacity as MUNICIPALITY Mayor, and acting as the MUNICIPALITY Contract Administrator for the City of Wausau, and I, Kaitlyn Bernarde, City Clerk, warrant that we have the legal authority to execute this Agreement on behalf of the City of Wausau and to receive the consideration specified in it, and that neither we nor the City of Wausau sold, assigned, transferred, conveyed or otherwise disposed of any rights subject to this Agreement.

15.2 I, Lisa Leitermann, Executive Director, Humane Society of Marathon County, Inc., and I, Mary Tubbs, President of the Board of Directors of HSMC warrant that we have the legal authority to execute this Agreement of behalf of the HSMC and that neither they nor HSMC have sold, assigned, transferred, conveyed or otherwise disposed of any rights subject to this Agreement.

FOR HUMANE SOCIETY OF MARATHON COUNTY, INC.:

LISA LEITERMANN Executive Director, HSMC	Date
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MARY TUBBS President Board of Directors, HSMC	Date
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FOR MUNICIPALITY:

KATIE ROSENBERG Mayor, MUNICIPALITY Contract Administrator	Date
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KAITLYN A. BERNARDE City Clerk	Date
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CITY OF WAUSAU, 407 Grant Street, Wausau, WI 54403

RESOLUTION OF THE FINANCE COMMITTEE

Approving of Intergovernmental Humane Officer Services Agreement between the City of Wausau and Everest Metropolitan Police Department from January 1, 2023 through December 31, 2023

Committee Action: Approved 4-0

Fiscal Impact: Revenue payment of \$16,860 from Everest Metro Police Department

File Number: 12-1214

Date Introduced: December 13, 2022

FISCAL IMPACT SUMMARY

COSTS	<i>Budget Neutral</i>	Yes ☐ No ☒	
	<i>Included in Budget:</i>	Yes ☒ No ☐	<i>Budget Source:</i> Animal Control Fund
	<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> Annual Retirement
	<i>TID Financed:</i>	Yes ☐ No ☐	<i>Amount:</i>
	<i>TID Source:</i> Increment Revenue ☐ Debt ☐ Funds on Hand ☐ Interfund Loan ☐		

RESOLUTION

WHEREAS, the City of Schofield, Village of Weston and Town of Weston are parties to the Schofield/Weston Police Merger Agreement, executed October 4, 1993; and

WHEREAS, each jurisdiction has passed and is responsible for enforcing local ordinances governing the regulation, licensing and impounding of certain animals within the territorial limits of the Everest Metro Police Department (EMPD); and

WHEREAS, an agreement was entered into in 2022 between the City of Wausau and Everest Metropolitan Police Department for humane officer services; and

WHEREAS, the EMPD desires to again contract with the CITY for the provision of certain animal control services to the three jurisdictions within which it provides law enforcement, which shall include the impoundment, care and treatment of stray dogs taken into custody within its jurisdiction; and

WHEREAS, the CITY is agreeable to rendering such services on the terms and conditions set forth in the attached agreement; and

WHEREAS, EMPD will administer the agreement upon authorization by the governing bodies of Weston and Schofield.

NOW THEREFORE, BE IT RESOLVED that the City of Wausau enter into an agreement for the contracting of such services to EMPD in substantial compliance with the material terms of the attached agreement for a term commencing January 1, 2023 and ending December 31, 2023.

BE IT FURTHER RESOLVED that the proper City officials are hereby authorized and directed to execute a contract for humane officer services with the Everest Metro Police Department.

Approved:

Katie Rosenberg, Mayor

FINANCE COMMITTEE

Date and Time: Tuesday, November 22, 2022 @ 5:00 pm., Council Chambers

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

Members Excused: Doug Diny (Finance)

Others Present: Maryanne Groat, Anne Jacobson, Anne Keenan, Bob Barteck, Ben Bliven, Melinda Pauls, Nathan Miller, Jamie Polley, Katie Rosenberg, and Kaitlyn Bernarde

Discussion and possible action regarding Approving of Intergovernmental Humane Officer Services

Agreement between the City of Wausau and Everest Metropolitan Police Department from January 1, 2023 through December 31, 2023

Motion by Lukens, second by Watson to approve the agreement. Motion carried 4-0.



WAUSAU

*...as the standard of
excellence in policing*

Memorandum

From: Lt. Melinda Pauls, Police Department

To: Finance Committee

Date: November 11, 2022

Re: Renewal of Intergovernmental Humane Officer Services Agreement with Everest Metropolitan Police Department

Purpose:

Requesting renewal of the one year Animal Intergovernmental Humane Officer Services Agreement between the City of Wausau and Everest Metropolitan Police Department.

Background:

The City of Wausau and Everest Metro Police Department have held an intergovernmental agreement since 2014. The agreement extends the Humane Officer's jurisdiction to areas covered by the Everest Metro Police Department and allows the Humane Officer to pick up stray dogs, impound animals or return them to the owner, and issue citations as appropriate. The Humane Officer may also investigate complaints of alleged violations of state statutes and local ordinances relating to animals and, in the course of the investigations, may execute inspection warrants pursuant to Wis. Stat. §66.0119. The agreement further enables duties, investigations, abatement and exercise of powers related to animals as set forth in Wis. Stat. §§ 173.07, 173.09, 173.10, 173.11, and 173.13.

Impact:

Everest Metro shall pay \$16,860 to the City for the services provided in this Agreement. The City agrees that all funds paid by Everest Metro pursuant to this Agreement will be used only to fulfill the terms of this Agreement.

Recommendation:

Department recommends approving the renewal of the one year contract.

**INTERGOVERNMENTAL HUMANE OFFICER
SERVICES AGREEMENT
BETWEEN THE CITY OF WAUSAU AND
EVEREST METROPOLITAN POLICE DEPARTMENT**

THIS AGREEMENT, entered into this 1st day of January, 2023, by and between the CITY OF WAUSAU, a municipal corporation of the State of Wisconsin, hereinafter referred to as "CITY" and the Everest Metropolitan Police Department, hereinafter referred to as "EVEREST METRO";

WHEREAS, the CITY has appointed a Humane Officer certified pursuant to Wis. Stat. §173.05, who provides animal control services pursuant to Wis. Stat. Ch. 173 including, but not limited to, vaccination of animals, reporting human exposure to rabies, quarantine and testing of biting animals, reduction of stray animal population, restraint of dangerous animals, protecting persons from the dangers associated with animals at large, inhumane treatment of animals, and other related services; and

WHEREAS, EVEREST METRO is responsible for enforcing local ordinances governing the regulation, licensing and impounding of certain animals within its territorial limits; and

WHEREAS, EVEREST METRO wishes to enter into an Agreement with the CITY for the providing of Humane Officer services as more fully hereinafter set forth; and

WHEREAS, CITY is agreeable to rendering such services on the terms and conditions as hereinafter enumerated; and

WHEREAS, the CITY and EVEREST METRO are authorized pursuant to Wis. Stat. §66.0301 to enter into this Agreement which proves a governmental function and/or service that each party is authorized to perform and in which the parties are mutually interested, such as police protection and public health and welfare.

NOW, THEREFORE, the parties hereto agree as follows:

1. **SCOPE OF ANIMAL SERVICES**. Subject to the provisions hereinafter contained in this Agreement, the CITY shall provide the following animal control services to EVEREST METRO:
 - a. Pick up stray dogs; impound animals or returning them to the owner; and issue citations as appropriate.
 - b. Investigate complaints of alleged violations of state statutes and local ordinances relating to animals and, in the course of the investigations, may execute inspection warrants pursuant to Wis. Stat. §66.0119.
 - c. Provide those duties, investigations, abatement and exercise those powers related to animals as set forth in Wis. Stat. §§173.07, 173.09, 173.10, 173.11, and 173.13.

2. STAFFING. Humane Officer hours shall be on average 40 hours per week which said schedule shall be flexible. However, the Humane Officer or his/her designee shall still respond to those calls for services in the times set forth on Exhibit A.
3. PRIORITIZATION. Upon receiving a telephone call or other communication from an EVEREST METRO police officer, or from a designated municipal staff member from the City of Schofield or Village of Weston, related to those duties set forth in ¶1. a-c. above, such matter will be handled on a priority basis. The CITY reserves the right to prioritize responses according to the attached animal response prioritization set forth on Exhibit A attached hereto and incorporated herein.
4. COMMENCEMENT, TERM, AND TERMINATION. The term of this Agreement shall commence on January 1, 2023 ("Commencement Date") and terminate on December 31, 2023 ("Termination Date").
5. COMPENSATION. EVEREST METRO shall pay \$16,860 to the CITY for the services provided in this Agreement. Payment will be due no later than July 5, 2023 to the Treasurer of the CITY. The CITY agrees that all funds paid by EVEREST METRO pursuant to this Agreement will be used only to fulfill the terms of this Agreement.
6. HOLD HARMLESS/INDEMNIFICATION & INSURANCE.
 - a. The CITY shall maintain insurance coverage to protect against claims, demands, actions and causes of action, arising from any act or omission of the Humane Officer, the CITY'S agents and employees in the execution of this Agreement. Certificates of insurance by a company authorized to transact business in the State of Wisconsin shall be supplied to EVEREST METRO with EVEREST METRO as an additional insured. All insurance coverage shall contain a 10-day advance notice of cancellation to EVEREST METRO. The CITY shall timely pay all insurance premiums. Limits of liability shall not be less than:

Worker's Compensation Statutory Coverage

General Liability Insurance Coverage:

Bodily Injury – Per Person	\$ 500,000
– Per Occurrence	\$ 1,000,000
Property Damage – Per Occurrence	\$ 250,000
Comprehensive Auto Liability Including Non-Ownership Coverage	
Per Person	\$ 100,000
Per Occurrence	\$ 300,000
Property Damage	
Per Occurrence	\$ 50,000

b. Liability for any damages or bodily injury, disability, and/or death of employees or any person or for damage to property caused in any way by the services of the CITY in this Agreement shall be assumed by the CITY which shall indemnify and hold harmless EVEREST METRO against all claims, actions, proceedings, damages, and liabilities, including reasonable attorney's fees, arising from or connected to the activities provided to EVEREST METRO, including but not limited to, any acts or omissions of the Humane Officer, the CITY's employees, agent, representatives, and any other person doing business with the Humane Officer.

7. EVEREST METRO shall fully cooperate with the Humane Officer including but not limited to the furnishing of any and all information in its possession about the ownership of a suspected rabid animal, including rabies vaccination certificates, any history of the animal or the name and address of any possible victims of an animal bite or injury.
8. ANIMAL TREATMENT FEES. All animal care, impoundment, treatment, or disposal shall be the sole responsibility and at the direction of EVEREST METRO.
9. ENFORCEMENT. All citations issued by the Humane Officer within the jurisdiction of EVEREST METRO shall be prosecuted in the Everest Metro Municipal Court at EVEREST METRO's sole expense. However all forfeitures collected therefrom will be retained by EVEREST METRO's municipalities. EVEREST METRO shall be responsible for the payment of legal services for the prosecution of offenses occurring in EVEREST METRO'S jurisdiction.
10. NOTICES. Any notice required or permitted by this Agreement shall be deemed effective when personally delivered in writing, or three (3) days after notice is deposited with the U.S. Postal Service, postage prepaid, certified, and return receipt requested, and addressed as follows:

CITY:	EVEREST METRO
City of Wausau	Attn: Chief of Police
Attn: City Clerk	5303 Mesker Street
407 Grant Street	Weston, WI 54476
Wausau, WI 54403	

11. ASSIGNMENT. The parties acknowledge that the services provided herein are unique. Accordingly, neither party may assign their rights or delegate the duties or obligations under this Agreement.
12. AMENDMENTS. This Agreement contains the entire Agreement of the parties and supersedes any prior agreements or understandings, whether oral or in writing, between them. This Agreement may not be changed or modified except by a written instrument in accordance with the provisions herein.

13. JURISDICTION. Personal jurisdiction and venue for any civil action commenced by either party arising out of this Agreement shall be deemed to be proper only if such action is commenced in the Circuit Court of Marathon County unless it is determined that such Court lacks jurisdiction. The parties expressly waive the right to bring such action in, or to remove such action to any other court whether state or federal, unless it is determined that the Circuit Court for Marathon County lacks jurisdiction. This Agreement shall be construed under the laws of the State of Wisconsin.
14. SEVERABILITY. If any part, term, or provision of this Agreement is held by a court of competent jurisdiction to be illegal, unenforceable, or void, such illegality or unenforceability shall not affect the validity of any other part, term or provision and the rights of the parties will be construed as if the invalid part, term or provision was never part of the Agreement.
15. IMMUNITY. Nothing contained in this Agreement constitutes a waiver of either party's sovereign immunity under applicable law.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the first date written above and by so signing this Agreement, certify that they have been duly and properly authorized by their respective boards and councils to make the commitments contained herein, intending them to be binding upon their respective entities and to execute this Agreement on their behalf.

CITY OF WAUSAU

EVEREST METRO POLICE DEPT.

Katie Rosenberg, Mayor

Clayton Schulz, Chief of Police

Kaitlyn A. Bernarde, City Clerk

Mark Maloney, Chairman – Everest Metro
Joint Finance Committee

EXHIBIT A

Call Type	Response Level (Immediate/Delayed)
Animal cruelty or neglect	Delayed--respond within 24 hours.
Domestic animal at-large	Immediate if in traffic or threat to any person(s) or property. Delayed- Response within eight (8) hours.
Found or unwanted animals to be picked up	Delayed-Train Officers to handle outside normal hours, if unavailable or specialized recover and transportation needs are required it may be necessary outside normal hours to call-in animal control staff.
Animal sanitation complaints	Delayed-Response within 24 hours
At-large animal that is sick, injured or in danger	Immediate
Aggressive animal	Immediate
Barking dogs	Delayed
Other animal noise complaints	Delayed
Animal attacks on other animals or people	Immediate
Deceased animals that pose no risk to safety	Delayed-Response within 24 hours.
Deceased animals that pose a risk to safety	Delayed-Response within 24 hours.
Other Calls not set forth herein.	Response shall be at the discretion of the Humane Officer.

RESOLUTION OF THE FINANCE COMMITTEE

Authorizing the modification of fees to the City of Wausau Fees and Licenses Schedule adopted pursuant to Wausau Municipal Code §3.40.010(a) (2023 Comprehensive Fee Schedule)

Committee Action: Approved 4-0

Fiscal Impact: The fiscal impact will depend on the amount of activity such as inspections permits

File Number: 22-1109

Date Introduced: December 13, 2022

RESOLUTION

WHEREAS, the City of Wausau has adopted a comprehensive Fees and License Schedule at W.M.C. §3.40.010; and

WHEREAS, the Finance Committee has reviewed proposed changes to the schedule for the 2023 budget as set forth in the attached Exhibit and incorporate these as part of the City of Wausau Fees and Licenses Schedule.

NOW THEREFORE, BE IT RESOLVED by the Common Council of the City of Wausau, that the fees set forth in the attached Exhibit are hereby adopted and incorporated into the City of Wausau Fees and Licenses Schedule adopted pursuant to W.M.C. §3.40.010.

Approved:

Katie Rosenberg, Mayor

FINANCE COMMITTEE

Date and Time: Tuesday, November 22, 2022 @ 5:00 pm., Council Chambers

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

Members Excused: Doug Diny (Finance)

Others Present: Maryanne Groat, Anne Jacobson, Anne Keenan, Bob Barteck, Ben Bliven, Melinda Pauls, Nathan Miller, Jamie Polley, Katie Rosenberg, and Kaitlyn Bernarde

Discussion and possible action regarding 2023 fee schedule adopted pursuant to Wausau Municipal Code

3.40.010(a)

Michael Martens questioned why on the Building, Housing and Zoning Schedule the \$60 fee for Tourist Rooming Houses (VRBO, airBNB) was being eliminated.

Kaitlyn Bernarde, City Clerk, indicated she spoke with Melissa Engen in the Inspections Department who explained a fee is not required for Tourist Rooming Houses, but a Room Tax may apply. There was a Tourist Rooming House that was part of the Zoning Code, but that was removed late last year.

Motion by Watson, second by Martens to approve the fee schedule. Motion carried 4-0.



TO: FINANCE COMMITTEE

FROM: MARYANNE GROAT

DATE: NOVEMBER 16, 2022

RE: 2023 FEE SCHEDULE

Attached is the proposed 2023 Fee Schedule. Departments have reviewed the fees and provided recommendations.

A few changes worth noting:

- Retail liquor licenses – Return to historic rate after several years of COVID discounts.
- The Inspection Department is proposing several rate changes.
- The City has not modified EMS rates for several years. Our billing provider developed a rate comparison and recommended 2023 rates.
- Increases throughout the park fee schedule.

The fees would be considered by the Common Council on December 13th and enacted for 2023.

CITY OF WAUSAU				
2023				
COMPREHENSIVE FEE SCHEDULE				
FEE, LICENSE, PERMIT, CHARGES DESCRIPTION	STATUTE/ORDINANCE	DATE OF LAST INCREASE	2022 Rate	2023 Proposed Rate
DEPARTMENT: AIRPORT				
T-hangars 1-10		2016	\$88.97	\$88.97
T-hangars 12-15 & 17-19		2016	\$118.60	\$118.60
T-hangar 11, 16, 20		2016	\$133.44	\$133.44
T-hangars 21 & 30		2016	\$148.26	\$148.26
T-hangars 22-24 & 27-29		2016	\$129.75	\$129.75
T-hangars 25 & 26		2016	\$177.91	\$177.91
T-hangars 31 & 40		2016	\$155.57	\$155.57
T-hangars 32-34 & 37-39		2016	\$137.73	\$137.73
T-hangars 35 & 36		2016	\$188.79	\$188.79
DEPARTMENT: ASSESSMENT				
Open Records Request per page Black and White	Attorney General Opinion	2020	\$0.035	\$0.035
Open Records Request per page - Color	Attorney General Opinion	2020	\$0.0039	\$0.0039
Copies of Property Record Cards		2009	\$1.00	\$1.00
DEPARTMENT: ATTORNEYS				
DVD copies of traffic stops			\$5.00	\$5.00
DEPARTMENT: COMMUNITY DEVELOPMENT				
TID Application		unknown	\$1,000.00	\$1,000.00
Development Agreement Amendment		new	\$500.00	\$500.00
DEPARTMENT: ENGINEERING/PLANNING/GIS/PUBLIC WORKS				
SPECIAL ASSESSMENTS				
Street Improvement Projects		2016	\$42.00	\$55.00
Drive Approach			Actual cost	Actual cost
Sidewalk Replacement			25% of Actual Cost	25% of Actual Cost
Sewer			Actual cost	Actual cost
Water			Actual cost	Actual cost
New Sidewalk				50% of Actual Cost
PERMIT				
Drive Approach		2014	\$26.00	\$30.00
Street Privilege Permits		2014	\$75.00	\$75.00
STORMWATER PERMITS				
Permit applications with only construction site erosion control				
Less than 1 acre (per site)			\$40.00	\$40.00
Greater than 1 acre (per site)			\$40.00 + \$25 for each additional acre	\$40.00 + \$25 for each additional acre
Permit applications with a post-construction stormwater management plan				
Residential Subdivision Plats (per lot)			\$25.00	\$25.00
All other site (per site)			\$25.00 per lot	\$25.00 per lot
Note: No fees shall exceed \$500			\$150 per site + \$25 per acre > 1 acre	\$150 per site + \$25 per acre > 1 acre
PARKING				
McClellan Ramp 1 - 530 N 2nd Street				
Parking 7 days per week; 24 hours per day		2018	Permit: Monthly = \$38 Annual \$418	Permit: Monthly = \$38 Annual \$418
Hours of Operation 8AM-6PM Monday - Friday		2019		
Overnight Parking Allowed				

CITY OF WAUSAU					
2023					
COMPREHENSIVE FEE SCHEDULE					
FEE, LICENSE, PERMIT, CHARGES DESCRIPTION			DATE OF LAST INCREASE	2022 Rate	2023 Proposed Rate
JeffersonRamp 2 - 425 N 1st Street			2019		
Parking 7 days per week; 24 hours per day				Permit: Monthly Levels 3-6 = \$38 Annual \$418	Permit: Monthly Levels 3-6 = \$38 Annual \$418
Hours of Operation 8AM-6PM Monday - Friday				Permit Level 5: Monthly = \$15 Annual \$165	Permit Level 5: Monthly = \$15 Annual \$165
Overnight Parking Allowed				Permit Level 6: Monthly = \$5 Annual \$55	Permit Level 6: Monthly = \$5 Annual \$55
				0-2 Hours = No charge with Plate Registration	0-2 Hours = No charge with Plate Registration
				Additional hours = \$1.00	Additional hours = \$1.00
Ramp 3-Penneys Ramps 101 Washington Street			2009		
Parking 7 days per week; 24 hours per day				Permit: Monthly=\$38, Annual \$418	Permit: Monthly=\$38, Annual \$418
Hours of Operation 8AM-6PM Monday - Friday				0-2 Hours = No charge with Plate Registration	0-2 Hours = No charge with Plate Registration
Overnight Parking Allowed				Registration	Registration
				Additional hours = \$1.00	Additional hours = \$1.00
Ramp 4-Sears 400 Forest Street			2009		
Parking 7 days per week; 24 hours per day				Permit: Monthly=\$28, Annual \$308	Permit: Monthly=\$28, Annual \$308
Hours of Operation 8AM-6PM Monday - Friday				0-2 Hours = No charge with Plate Registration	0-2 Hours = No charge with Plate Registration
Overnight Parking Allowed				Registration	Registration
				Additional hours = \$1.00	Additional hours = \$1.00
3rd & Grant Street Lot 5			2019		
Parking 7 days per week; 6AM - 2:30AM				Permit: Monthly = \$33 Annual \$363	Permit: Monthly = \$33 Annual \$363
Hours of Operation 8AM-6PM Monday - Friday				0-2 Hours = No charge with Plate Registration	0-2 Hours = No charge with Plate Registration
				Additional hours = \$1.00	Additional hours = \$1.00
4th & Washington/3rd & McClellan Street - Lot 6			2019		
Parking 7 days per week; 6AM - 2:30AM				0-2 Hours = No charge with Plate Registration	0-2 Hours = No charge with Plate Registration
Hours of Operation 8AM-6PM Monday - Friday				Additional hours = \$1.00	Additional hours = \$1.00
Lower Library Lot 7			2019		
Parking 7 days per week; 6AM - 2:30AM				Permit: Monthly = \$38 Annual \$418	Permit: Monthly = \$38 Annual \$418
Hours of Operation 8AM-6PM Monday - Friday				0-2 Hours = No charge with Plate Registration	0-2 Hours = No charge with Plate Registration
				Additional hours = \$1.00	Additional hours = \$1.00
River Drive - Lot 8			2018		
Parking 7 days per week; 24 hours per day				Permit : Monthly = \$15 Annual \$165 Passenger cars and pickup trucks	Permit : Monthly = \$15 Annual \$165 Passenger cars and pickup trucks
Hours of Operation 8AM-6PM Monday - Friday				Permit : Monthly = \$40 Annual \$440 Campers, trailers and Recreational Vehicles	Permit : Monthly = \$40 Annual \$440 Campers, trailers and Recreational Vehicles
Overnight Parking Allowed					
Jefferson Street - Lot 9			2018		
Parking 7 days per week; 24 hours per day				Permit : Monthly = \$25 Annual \$275	Permit : Monthly = \$25 Annual \$275
Hours of Operation 8AM-6PM Monday - Friday			2019	0-2 Hours = No charge with Plate Registration	0-2 Hours = No charge with Plate Registration

CITY OF WAUSAU				
2023				
COMPREHENSIVE FEE SCHEDULE				
FEE, LICENSE, PERMIT, CHARGES DESCRIPTION	STATUTE/ORDINANCE	DATE OF LAST INCREASE	2022 Rate	2023 Proposed Rate
Overnight Parking Allowed			Additional hours = \$1.00	Additional hours = \$1.00
McClellan Street - Lot 10				
Parking 7 days per week; 24 hours per day		2018	Monthly permit = \$18	Monthly permit = \$18
Permit Parking Only - 8AM-6PM Monday - Friday				
Overnight Parking Allowed				
3rd & McClellan Street - Lot 13				
Parking 7 days per week; 6AM - 2:30AM			0-2 Hours = No charge with Plate Registration	0-2 Hours = No charge with Plate Registration
Hours of Operation 8AM-6PM Monday - Friday			Additional hours = \$1.00	Additional hours = \$1.00
1st and Grant Street - Lot 14				
Parking 7 days per week; 6AM - 2:30AM		2018	Permit: Monthly = \$33 Annual \$363	Permit: Monthly = \$33 Annual \$363
Permit Parking Only - 8AM-6PM Monday - Friday				
Jefferson Street Inn/Federal Bldg. Lot 17				
Parking 7 days per week; 24 hours per day		2019	0-2 Hours = No charge with Plate Registration	0-2 Hours = No charge with Plate Registration
Hours of Operation 8AM-6PM Monday - Friday			Additional hours = \$1.00	Additional hours = \$1.00
Overnight Parking Allowed		2018		
First Wausau Tower - Lot 15				
Parking 7 days per week; 24 hours per day			Free evenings & weekends	Free evenings & weekends
Permit Parking Only - 8AM-6PM Monday - Friday				
Overnight Parking Allowed				
Penneys Forest Street Lot- Lot 18				
Parking 7 days per week; 6AM - 2:30AM			Permit: Monthly=\$38, Annual \$418	Permit: Monthly=\$38, Annual \$418
Hours of Operation 8AM-6PM Monday - Friday				
Scott Street Lot 20				
Parking 7 days per week; 6AM - 2:30AM		2019	Permit: Monthly = \$38 Annual \$418	Permit: Monthly = \$38 Annual \$418
Hours of Operation 8AM-6PM Monday - Friday			0-2 Hours = No charge with Plate Registration	0-2 Hours = No charge with Plate Registration
			Additional hours = \$1.00	Additional hours = \$1.00
All Day Value Pass - 15 Uses good for parking in Sears, Penneys and Jefferson Ramps and Lots 5,7,9,20			\$35.00	\$35.00
Contractor Downtown Street Parking Permit		2020	\$10.00 Daily Rate	\$10.00 Daily Rate
GIS MAP FEES				
Color Official City Map (36"x56")		2020	\$11.40	\$11.40
Color Annexation Map (36"x56")		2020	\$11.40	\$11.40
Color Zoning Map (36"x56")		2020	\$11.40	\$11.40
Color Aldermanic District Map (36"x56")		2020	\$11.40	\$11.40
Black and White Official City Map (36"x56")		2020	\$7.20	\$7.20
MISCELLANEOUS FEES & PERMITS				
Block Party Permit		2016	\$31.50	\$31.50
Weed Trimming (Private Residence) Minimum Charge		2016	\$108.12	\$108.12
Snow Removal (Private Residence) Minimum Charge		2016	\$94.44	\$94.44
Snow Removal (Downtown) per foot		2020	Actual Costs	Actual Costs

CITY OF WAUSAU				
2023				
COMPREHENSIVE FEE SCHEDULE				
FEE, LICENSE, PERMIT, CHARGES DESCRIPTION	STATUTE/ORDINANCE	DATE OF LAST INCREASE	2022 Rate	2023 Proposed Rate
Yard Waste Permit for Contractors		2021	\$250.00	\$250.00
Steaming Private Laterals		2016	\$126.98	\$126.98
DEPARTMENT: FINANCE				
NSF Check Return Charge		11/09/2010	\$45.00	\$45.00
Photo Copies per page - color		01/29/2020	\$0.04	\$0.04
Photo Copies per page - black and white		01/29/2020	\$0.0039	\$0.0039
Open Records Request - CD		11/09/2010	\$15.00	\$15.00
Tax Exempt Biennial Report Fee		11/09/2010	\$50.00	\$50.00
Special Assessment Exam Fee		2016	\$75.00	\$75.00
Special Assessment Exam Fee - Rush Order		2016	\$82.00	\$82.00
Amended Applications		2016	\$10.50	\$10.50
PET/ANIMAL FEES	8.08			
Spayed/Neutered Dog or Cat		11/01/2013	\$20.00	\$20.00
Microchip Discount		2016	-\$8.00	-\$8.00
Not Spayed/Neutered Dog or Cat		11/01/2013	\$62.00	\$62.00
Dangerous Animal License		05/14/2007	\$200.00	\$200.00
Dangerous Animal License Issued after July 1			\$100.00	\$100.00
Annual Pet License Late Fee		2021	\$5.00	\$5.00
Pet Fancier Permit		2014	\$35.00	\$35.00
Chicken Permit Fee	8.08.012	07/18/2017	\$35.00	\$35.00
Honey Bee Permit		2014	\$20.00	\$20.00
Honey Bee Permit -Late Fee		2014	Double the permit fee	Double the permit fee
Sale of live poultry or farm raised game birds at a marketplace	8.080.010(d)	2016	\$25.00	\$25.00
ALCOHOLIC BEVERAGES/CIGARETTE LICENSES AND FEES				
Class A Beer Retailer		01/01/2004	\$350.00	\$350.00
Class A Liquor Retailer	125.51(2)(d)	01/01/2004	\$500.00	\$500.00
Class A Beer & Liquor Retailer		01/01/2004	\$850.00	\$850.00
Class B Beer Retailer	125.26(3)	01/01/2004	\$50.00	\$100.00
Class B Beer & Liquor Retailer	125.51(2)(D) & 125.26(3)	01/01/2004	\$100.00	\$600.00
Class B Beer & Class C Wine		01/01/2006	\$100.00	\$200.00
Class B Beer - Picnic	125.26(6)	01/01/1998	\$10.00	\$10.00
Class C Wine	125.51(3m)(e)	01/01/2006	\$50.00	\$100.00
Provisional Retail License	125.17(5)(c)	01/01/1998	\$15.00	\$15.00
Reserve Class B Liquor Retailer License	125.51(3)(e)2	01/01/2004	\$10,000.00	\$10,000.00
Tavern Entertainment License		01/01/2004	\$250.00	\$250.00
Liquor Establishment Publication Fee - Group			\$30.00	\$30.00
Liquor Establishment Publication Fee - Single			\$65.00	\$65.00
Change of Agent/Officer Processing	125.06(2)(e)	01/01/1998	\$10.00	\$10.00
Alcohol Premise Transfer	(moving buildings)	01/01/1998	\$10.00	\$10.00

CITY OF WAUSAU				
2023				
COMPREHENSIVE FEE SCHEDULE				
FEE, LICENSE, PERMIT, CHARGES DESCRIPTION	STATUTE/ORDINANCE	DATE OF LAST INCREASE	2022 Rate	2023 Proposed Rate
Alcohol Premise Amendment			\$150.00	\$150.00
Cigarette Sales	134.65(2)(a)	01/01/1998	\$100.00	\$100.00
Alcoholic Beverage/Cigarette Application Late Filing Fee			\$50.00	\$50.00
Bartender Fees				
1 Year Operator - New Applicant		01/01/2004	\$70.00	\$70.00
1 Year Operator - Restricted		01/01/2004	\$70.00	\$70.00
2 Year Operator - Renewal		01/01/2004	\$110.00	\$110.00
2 Year Operator - Restricted		01/01/2004	\$110.00	\$110.00
2 Year Operator - Lapsed (Within 2 licensing periods)		01/01/2004	\$125.00	\$125.00
Operator License Duplicate		01/01/2004	\$5.00	\$5.00
Temporary Operator -Event Bartender		01/01/1998	\$10.00	\$10.00
TRANSIENT MERCHANT LICENSES				
Direct Seller - Cash/Surety Bond		01/01/1998	\$0.00	\$0.00
Direct Seller Business Registration License 30 Days		01/01/1998	\$50.00	\$50.00
Direct Seller Business Registration License 60 Days		01/01/1998	\$100.00	\$100.00
Direct Seller Business Registration License 90 Days		01/01/1998	\$150.00	\$150.00
Direct Seller Business Registration License 120 Days		01/01/1998	\$200.00	\$200.00
Direct Seller- Employee Registration License 30 Days		05/22/2012	\$25.00	\$25.00
Direct Seller - Employee Registration License 60 Days		05/22/2012	\$50.00	\$50.00
Direct Seller - Employee Registration License 90 Days		05/22/2012	\$75.00	\$75.00
Direct Seller - Employee Registration License 120 Days		05/22/2012	\$100.00	\$100.00
SECOND HAND DEALERS				
Second Hand Dealer - Article		05/22/2012	\$225.00	\$225.00
Second Hand Dealer - Jewelry		05/22/2012	\$225.00	\$225.00
Second Hand Dealer Mall/Flea Market License/Yr.		05/22/2012	\$180.00	\$180.00
Second Hand Dealer Mall/Flea Market License/Day		05/22/2012	\$55.00	\$55.00
Pawn Brokers License		05/22/2012	\$225.00	\$225.00
Special Event Second Hand Dealer (mall or flea market)		05/22/2012	\$55.00	\$55.00
Flea Market License		05/22/2012	\$180.00	\$180.00
PUBLIC TRANSPORTATION				
Taxicab/Limo Transportation Companies		01/01/2004	\$200.00	\$200.00
Taxicab/Limo Operator License - New & Renewal		01/01/2004	\$50.00	\$50.00
Taxicab/Limo Operator License - Duplicate ID			\$10.00	\$10.00
Commerical Quadricycle Business License Fee		11/14/2017	\$200.00	\$200.00
Commerical Quadricycle Driver's License Fee		11/14/2017	\$50.00	\$50.00
ESCORT AND ESCORT SERVICES	5.19			
Escort License Application Fee		2014	\$500.00	\$500.00
Escort License Late Fee		2014	\$1,000.00	\$1,000.00
Escort License Registration Fee for Operators, Employees and Independent Contractors		2014	\$500.00	\$500.00
STREET VENDING				
Annual License		2013	\$100.00	\$100.00
Semi Annual License		2013	\$75.00	\$75.00

CITY OF WAUSAU				
2023				
COMPREHENSIVE FEE SCHEDULE				
FEE, LICENSE, PERMIT, CHARGES DESCRIPTION	STATUTE/ORDINANCE	DATE OF LAST INCREASE	2022 Rate	2023 Proposed Rate
Special Youth Vending License	5.62.045	07/18/2017	\$15.00	\$15.00
MOBILE HOME LICENSE				
Mobile Home - per month	5.68.020/ 66.0435		\$10.00	\$10.00
Mobile Home Park (for each fifty spaces or fraction thereof within each mobile home park)	5.68.020/ 66.0435		\$100.00	\$100.00
PUBLIC AMUSEMENTS				
Public exhibitions (per performance)		01/01/2004	\$45.00	\$45.00
Public exhibitions (per year)		01/01/2004	\$200.00	\$200.00
Entertainment facility		09/22/2005	\$475.00	\$475.00
Entertainment facility operator		09/22/2005	\$45.00	\$45.00
Temporary entertainment facility		11/14/2004	\$50.00	\$50.00
Amusement device distributor		01/01/2004	\$250.00	\$250.00
Amusement devices (per unit)		01/01/2004	\$40.00	\$40.00
Coin-operated music machines (per unit)			\$40.00	\$40.00
Public dance hall		01/01/2004	\$35.00	\$35.00
Teen dance hall		01/01/2004	\$50.00	\$50.00
Private teen club		01/01/2004	\$50.00	\$50.00
Theater		01/01/2004	\$185.00	\$185.00
Adult-Oriented Establishments		01/01/2004	\$600.00	\$600.00
Amended Application		01/01/2015	\$250.00	\$250.00
Late Fee		01/01/2015	\$100.00	\$100.00
SIDEWALK CAFÉ				
Initial permit application per location without alcohol expansion		2013	\$45.00	\$45.00
Initial permit application per location with alcohol expansion		2013	\$80.00	\$80.00
Renewal per location without alcohol expansion		2013	\$20.00	\$20.00
Renewal per location with alcohol expansion		2013	\$40.00	\$40.00
SPECIAL EVENTS				
Category 1		01/01/2015	\$200.00	\$200.00
Category 2		01/01/2015	\$60.00	\$60.00
Category 3		01/01/2015	\$40.00	\$40.00
Multiple Day Event			125% of event rate	125% of event rate
Serial Day Event Rate			200% of the event rate	200% of the event rate
Late Filing Fee				
Category 1		01/01/2015	\$200.00	\$200.00
Category 1		01/01/2015	\$100.00	\$100.00
MISCELLANEOUS LICENSES AND PERMITS				
Christmas Tree Sales License		01/01/2004	\$25.00	\$25.00
Sidewalk Layers License			\$600.00	\$600.00
Horse-Drawn Carriage License		01/01/1998	\$25.00	\$25.00
Bituminous Concrete License		01/01/2004	\$60.00	\$60.00
Cement Contractors License		01/01/2004	\$90.00	\$90.00

CITY OF WAUSAU				
2023				
COMPREHENSIVE FEE SCHEDULE				
FEE, LICENSE, PERMIT, CHARGES DESCRIPTION	STATUTE/ORDINANCE	DATE OF LAST INCREASE	2022 Rate	2023 Proposed Rate
Electrical Contractors License		01/01/2009	\$150.00	\$150.00
Garbage Haulers License		01/01/2004	\$125.00	\$125.00
Newsrack Permit	5.61.050	01/01/2004	\$40.00	\$40.00
Newsrack Inspection Fee	5.61.050		\$10.00	\$10.00
Hotel/Motel Permit	3.25.050		\$10.00	\$10.00
Hotel/Motel Permit Reinstatement Fee	3.25.050		\$10.00	\$10.00
DEPARTMENT: FIRE				
Variance w/no position statement		2007	\$35.00	\$35.00
Variance w/position statement/no site visit		2007	\$75.00	\$75.00
Variance w/o position statement/with a site visit		2007	\$125.00	\$125.00
Fireworks/Pyrotechnics Permits		2014	\$100.00	\$100.00
Fireworks/Pyrotechnics Standbys		2014	\$300.00	\$300.00
Tent Permit		2014	\$30.00	\$30.00
Controlled Burning Permit		2007	\$250.00	\$250.00
Wood Fired Apparatus inspections		2006	\$20.00	\$20.00
Recreational Burning Permit (5 years)		2014	\$30.00	\$30.00
False Alarms: First Two False Alarm Calls		2006	No Fee	No Fee
False Alarms: Third and Fourth False Alarms		2014	\$60.00	\$60.00
False Alarms: Fifth thru Eighth False Alarms		2006	\$400.00	\$400.00
False Alarms: Ninth and Subsequent Alarms		2006	\$800.00	\$800.00
General Request Standby Fees (Dedicated)		Never Done	\$500.00	\$500.00
General Request Standby Fees (On-Duty)		Never Done	\$100.00	\$100.00
Professional Sports Standby (Dedicated)		Never Done	\$500.00	\$500.00
Professional Sports Standby (On-Duty)		Never Done	\$100.00	\$100.00
School Event Standbys (On-Duty)		Never Done	\$50.00	\$50.00
School Event Standbys (Dedicated)		Never Done	\$500.00	\$500.00
Church Sponsored Event Inspections		Never Done	\$25.00	\$25.00
Church Sponsored Event Standbys (Dedicated)		Never Done	\$500.00	\$500.00
Church Sponsored Event Standbys (On-Duty)		Never Done	\$100.00	\$100.00
City Sponsored Events Standbys (Dedicated)		Never Done	\$500.00	\$500.00
City Sponsored Events Standbys (On-Duty)		Never Done	\$50.00	\$50.00
Private Events Standbys (Dedicated)		Never Done	\$500.00	\$500.00
Private Events Standbys (On-Duty)		Never Done	\$75.00	\$75.00
Large Special Events Standbys (Dedicated)		Never Done	\$500.00	\$500.00
Large Special Events Standbys (On-Duty)		Never Done	\$300.00	\$300.00
Confined Space Entry Standbys (Dedicated)		Never Done	\$500.00	\$500.00
Confined Space Entry Standbys (On-Duty)		2006	\$50.00	\$50.00
Other City Department Standbys (Dedicated)		Never Done	\$500.00	\$500.00
Ambulance Standby			\$106.00	\$106.00
Engine Standby			\$150.00	\$150.00
Tank Removal Permit Fee		2009	\$100.00	\$100.00
Tank Removal/Installation Fee				
Training classes		2014	\$50.00	\$50.00
Transport to Health Care Facility		2014	\$100.00	\$100.00

CITY OF WAUSAU				
2023				
COMPREHENSIVE FEE SCHEDULE				
FEE, LICENSE, PERMIT, CHARGES DESCRIPTION	STATUTE/ORDINANCE	DATE OF LAST INCREASE	2022 Rate	2023 Proposed Rate
Transport Surcharge for Bariatric Patients		2014	\$50.00	\$50.00
Inspection Fees				
Initial Inspection Fee		2017	\$0.00	\$0.00
1 st Re-inspection		2017	\$0.00	\$0.00
2 nd Re-inspection		2017	\$30.00	\$30.00
3 rd Re-inspection		2017	\$60.00	\$60.00
4 th Re-inspection		2017	\$90.00	\$90.00
5 th Re-inspection		2017	\$120.00	\$120.00
6 th Re-inspection		2017	\$150.00	\$150.00
Additional Re-inspections		2017	\$150.00	\$150.00
EMS				
BLS Resident		2019	\$900.00	\$1,300.00
BLS - Non Resident		2019	\$1,050.00	\$1,300.00
ALS1 - Resident		2019	\$1,075.00	\$1,450.00
ALS1 - Nonresident		2019	\$1,225.00	\$1,450.00
ALS2 - Resident		2019	\$1,475.00	\$1,800.00
ALS2 - Nonresident		2019	\$1,625.00	\$1,800.00
SCT Resident		2019	\$1,475.00	\$1,800.00
SCT Nonresident		2019	\$1,625.00	\$1,800.00
Mileage - Resident		2011	\$20.00	\$23.00
Mileage - Nonresident		2011	\$20.00	\$23.00
BLS - On Scene Care -Resident		2011	\$300.00	\$500.00
BLS - On Scene Care - Nonresident		2011	\$375.00	\$500.00
ALS - On Scene Care		2019	\$425.00	\$1,100.00
ALS On Scene Care - Nonresident		2019	\$500.00	\$1,100.00
Lift Assist				
First two			\$0.00	\$0.00
Each additional assist over two			\$275.00	\$275.00
DEPARTMENT: PARKS/RECREATION/FORESTRY				
Boat Launch - Annual Sticker		01/01/2018	\$30.00	\$30.00
Boat Launch - Business Sticker		01/01/2014	\$50.00	\$50.00
Boat Launch - Daily Pass		01/01/2017	\$6.00	\$6.00
Boat Launch - Replacement Sticker		01/01/2015	\$10.00	\$10.00
Violation Notice		01/01/2018	\$50.00	\$50.00
Recreation and swim program participants are charged fees to cover a portion of the costs associated with the program. Youth programs are subsidized at a rate of 50%, while contracted recreation services, adult recreation and special events are set up to recover 100% of their expense including a 15% mark up for administrative costs associated with the program. Non-residents pay increased fees to participate in programs funded by resident tax payers. Concessions are set up to recover costs with a markup of 200% to 600% depending upon the item.				
Private Rentals - \$450 minimum (\$750-2 tows) <u>or</u> \$8.00 per youth (min 42" tall to 13 yrs.) and \$10.50 per adult whichever is greater. Hours of operation for Private Rentals - Tues., 6pm-9pm, Wed. or Thurs.-11:30am-2pm or 6-9pm, Fri.-11:30am-2pm, Sun.-6pm-9pm				
Tubing - Daily - Youth - Public		01/01/2019	\$7.50	\$8.00
Tubing - Daily - Youth 4 Admissions		01/01/2019	\$28.50	\$30.00
Tubing - Daily - Youth 8 Admissions		01/01/2019	\$55.50	\$58.00

CITY OF WAUSAU				
2023				
COMPREHENSIVE FEE SCHEDULE				
FEE, LICENSE, PERMIT, CHARGES DESCRIPTION	STATUTE/ORDINANCE	DATE OF LAST INCREASE	2022 Rate	2023 Proposed Rate
Tubing - Daily - Youth 12 Admissions		01/01/2019	\$82.50	\$90.00
Tubing - Daily - Adult - Public		01/01/2019	\$10.00	\$11.00
Tubing - Daily - Adult 12 Admissions		01/01/2019	\$110.00	\$126.00
Tubing Private Rental - 1 Tow (Higher \$8 Youth and \$10.50 Adult Rates Apply)		01/01/2018	\$450.00	\$450.00
Tubing Private Rental - 2 Tows (Higher \$8 Youth and \$10.50 Adult Rates Apply)		01/01/2018	\$750.00	\$750.00
Swim Season Pass - Early Bird Rate (01/04/2023 - 4/15/2023)			10% discount	10% discount
Swim - Season Pass - Resident - Youth		01/01/2022	\$35.00	\$35.00
Swim - Season Pass - Resident - Adult		01/01/2022	\$50.00	\$50.00
Swim - Season Pass - Resident - Family (1st two members)		01/01/2022	\$50+(30% off each addtl)	\$50+(30% off each addtl)
Swim - Season Pass - NonResident - Youth		01/01/2022	\$45.00	\$45.00
Swim - Season Pass - NonResident - Adult		01/01/2022	\$65.00	\$65.00
Swim - Season Pass - NonResident - Family		01/01/2022	\$65+(30% off each addtl)	\$65+(30% off each addtl)
Swim - Agency Pass		01/01/2017	\$35.00	\$35.00
Swim - Agency Pass per visit Kaiser, Memorial & Schulenburg each person		01/01/2022	\$2.00	\$2.00
Fee to Replace Lost Pass (1st One is FREE)		01/01/2022	\$2.00	\$2.00
Swim-Daily Admittance-Youth(1-17)-1p-7:50p Kaiser, Memorial, Schulenburg		01/01/2022	\$4.00	\$4.00
Swim-Daily Admittance-Adult(18-59)-1p-7:50p Kaiser, Memorial, Schulenburg		01/01/2022	\$5.00	\$5.00
Swim-Daily Admittance-Senior(60+)-1p-7:50p Kaiser, Memorial, Schulenburg		01/01/2022	\$2.00	\$2.00
Swim-Daily Admittance (after 6pm)-Youth(1-17)-6p-7:50p Kaiser, Memorial, Schulenburg		01/01/2022	\$2.00	\$2.00
Swim-Daily Admittance-(after 6pm)Adult(18-59)-6p-7:50p Kaiser, Memorial, Schulenburg		01/01/2022	\$3.00	\$3.00
Swim-Daily Admittance-(after 6pm)Senior(60+)-6p-7:50p Kaiser, Memorial, Schulenburg		01/01/2015	\$1.00	\$1.00
Swim - Daily Admittance - Infants <1 - 1p-7:50p All pools			Free	Free
Swimming Pool Rental no Waterslides		01/01/2022	\$361.00	\$375.00
Swimming Pool Rental with Waterslides		01/01/2022	\$412.00	\$425.00
Parks - Non-Exclusive Use - NonCommrcl/day		01/01/2022	\$156.00	\$161.00
Parks - Non-Exclusive Use - Commercial/day		01/01/2022	\$320.00	\$330.00
Parks - Non-Exclusive Use - NonCommrcl 1/2 day		01/01/2022	\$104.00	\$107.00
Parks - Non-Exclusive Use - Commercial 1/2 day		01/01/2022	\$213.00	\$220.00
Parks - Oak Island Shelter - NonCommrcl/day		01/01/2022	\$166.00	\$171.00
Parks - Oak Island Shelter - Commercial/day		01/01/2022	\$346.00	\$356.00
Parks - PleasantView Shelter - NonComm/day		01/01/2022	\$111.00	\$114.00
Parks - PleasantView Shelter-Commercial/day		01/01/2022	\$224.00	\$231.00
Parks - Riverside Shelter-NonComm-1-200/day		01/01/2022	\$247.00	\$254.00
Parks - Riverside Shelter - Comm - 1-200 /day		01/01/2022	\$510.00	\$525.00
Parks - Riverside Shelter - NonComm - 201-300		01/01/2022	\$410.00	\$422.00
Parks - Riverside Shelter - Comm - 201-300/day		01/01/2022	\$850.00	\$876.00
Parks - Riverside Shelter - NonComm - 301-400		01/01/2022	\$580.00	\$597.00
Parks - Riverside Shelter - Comm - 301-400/day		01/01/2022	\$1,197.00	\$1,233.00
Parks - Riverside Shelter - Meeting		01/01/2022	\$55.00	\$57.00
Parks - Sylvan Hill Chalet - Non-Commercl/day		01/01/2022	\$247.00	\$254.00
Parks - Sylvan Hill Chalet - Commercial/day		01/01/2022	\$510.00	\$525.00
Parks - Sylvan Hill Chalet - Meeting 1-50/hr		01/01/2022	\$44.00	\$45.00
Parks - Sylvan Hill Chalet - Meeting 50+/hr		01/01/2022	\$55.00	\$57.00
Parks - Open Shelter Prior to 8am; 1 Hour minimum; cost per hour		01/01/2022	\$57.00	\$59.00
Athletic Park Baseball w/o admission / game		01/01/2022	\$195.00	\$195.00
Athletic Park Baseball with admission/game		01/01/2022	\$195.00	\$195.00
plus 10% of gross admission				

CITY OF WAUSAU				
2023				
COMPREHENSIVE FEE SCHEDULE				
FEE, LICENSE, PERMIT, CHARGES DESCRIPTION	STATUTE/ORDINANCE	DATE OF LAST INCREASE	2022 Rate	2023 Proposed Rate
Athletic Park Field Lights / hour		01/01/2017	\$27.00	\$27.00
Athletic Park - Non-Baseball Activities		01/01/2016	Negotiable	Negotiable
Ball Diamonds - Organized Adult or Comm Use or High School		01/01/2022	\$34.00	\$34.00
Ball Diamonds - Organized Youth Use		01/01/2022	\$28.00	\$28.00
Sports Fields - Organized Adult or Comm Use or High School		01/01/2022	\$32.00	\$32.00
Sports Fields - Organized Youth or Comm Use or High School		01/01/2022	\$22.00	\$22.00
Sports Fields - Organized Youth Use Weekly Rate		09/08/2020	\$125/field/week	\$125/field/week
Additional time		01/01/2022	\$12/hour	\$12/hour
Pickleball/Tennis Courts - Public Use			Free	Free
Pickleball/Tennis Courts - Reserved Use - Non Comm			Free	Free
Pickleball/Tennis Courts - Commercial or Private Use /court/hr		01/01/2022	\$12.00	\$12.00
School Cross Country Running Races		01/01/2022	\$420	\$420
Event/Races - under 100 participants		01/01/2020	\$5.25/Participant	\$5.25/Participant
Event/Races - 100+ participants		01/01/2020	Negotiable	Negotiable
Event Fees - Snow Fence 50" Roll including stakes and ties		01/01/2020	\$12.00/roll	\$12.00/roll
Event Fees - Portable Stage		01/01/2020	\$200.00/each	\$200.00/each
Event Fees - Portable Stage Canopy		01/01/2020	\$100.00/each	\$100.00/each
Event Fees - Barricades		01/01/2020	\$7.00/each	\$7.00/each
Event Fees - Picnic Tables		01/01/2020	\$20.00/each	\$20.00/each
Event Fees - Manual Post Pounder		01/01/2020	\$35.00	\$35.00
Event Fees - Water Stand Pipes		01/01/2020	\$50.00/each	\$50.00/each
Event Fees - Backflow Preventers		01/01/2020	\$12.00/each	\$12.00/each
Event Fees - Bleacher Planks		01/01/2020	\$7.00/each	\$7.00/each
Event Fees - Portable Electrical Panels (Spider Box)		01/01/2020	\$165/panel/event	\$165/panel/event
Event Fees - Staff - Week Day		01/01/2020	\$45.00/hr/person	\$45.00/hr/person
Event Fees - Staff - Weekend and Evenings		01/01/2020	\$70.00/hr/person	\$70.00/hr/person
Concession/Merchandise Sales		01/01/2020	10% gross excluding taxes	10% gross excluding taxes
Key Security Deposit		01/01/2021	\$50.00	\$50.00
Facility Rental Deposit - Alcohol/Amplified Music		01/01/2019	\$200.00	\$200.00
Tent, Temporary Stucture, Etc Deposit		01/01/2019	\$200.00	\$200.00
Staff Time for Cleaning/repairs/etc.		01/01/2019	\$40/hour	\$40/hour
Key Replacement Fee		01/01/2021	\$50.00	\$50.00
Fire/Police Department Fees		01/01/2019	\$125 + Labor & Materials	\$125 + Labor & Materials
Misc		01/01/2019	Negotiable	Negotiable
Payment in Lieu of Tree Replacement		01/01/2022	\$375.00	\$400.00
Memorial Bench		01/01/2022	\$1,700.00	\$1,700.00
400 Block Rental Fees***				
Private Event Sponsored by a Private Group:				
Less than four hours per day		01/01/2015	\$200.00	\$210.00
Greater than four hours per day		01/01/2015	\$400.00	\$420.00
Admission Event:				
Less than four hours per day		01/01/2015	\$200.00	\$210.00
Greater than four hours per day		01/01/2015	\$400.00	\$420.00
Free Event Open to the Public				
Less than four hours per day		01/01/2015	\$75.00	\$79.00
Greater than four hours per day		01/01/2015	\$150.00	\$158.00
Sound and Lighting System Daily Rental		01/01/2015	\$165.00	\$165.00

CITY OF WAUSAU					
2023					
COMPREHENSIVE FEE SCHEDULE					
FEE, LICENSE, PERMIT, CHARGES DESCRIPTION		STATUTE/ORDINANCE	DATE OF LAST INCREASE	2022 Rate	2023 Proposed Rate
Rental fee includes daily setup and take down by City staff. Events requiring more than two hours of City staff time per day (as determined by the City) shall pay the hourly City staff fee for additional time beyond the initial 2 hours of staff time.					
Electrical System - Stage and Planter Pedestals			01/01/2015	\$35.00	\$35.00
Includes 8 planter receptacles and 2 stage receptacles. Each has 1-50 amp plug in and 2-20 amp circuits.					
Portable Electrical Panels (Spider Box)			01/01/2015	\$165.00	\$165.00
Each panel includes 6-20 amp and 1-30 amp 240v Circuits and set up and removal by City staff					
Deposit - Sound, Light and Electrical Panels - payable to City atleast 3 days prior to the event			01/01/2015	\$550.00	\$550.00
Equipment Rental					
Deposit - (Water Tank, trailer & Water stand pipes)			01/01/2015	\$75/unit	\$75/unit
Snow Fence 50' Roll including stakes and ties**			01/01/2015	\$12/roll	\$12/roll
Portable Stage**			01/01/2015	\$200/each	\$200/each
Portable Stage Canopy**			01/01/2015	\$100each	\$100each
Barricades**			01/01/2015	\$7/each	\$7/each
Picnic Tables**			01/01/2015	\$20/each	\$20/each
Manual Post Pounder			01/01/2015	\$35.00	\$35.00
Backflow Preventers			01/01/2015	\$12/each	\$12/each
Portable Bleachers			01/01/2015	\$130/each	\$130/each
Bleacher Planks			01/01/2015	\$7/each	\$7/each
** Set up, delivery and pick up of equipment are not included in the daily rental rates and will be charged per hourly rate based on actual time spent. Delivery and pickup needs to be scheduled at least two weeks in advance and will not always be available for all items					
Labor:					
Operations and Maintenance Staff Week day			01/01/2015	\$45/hr/person	\$45/hr/person
Weekend and Evenings			01/01/2015	\$70/hr/person	\$70/hr/person
Electrical Staff - Week day			01/01/2015	\$55/hr/person	\$55/hr/person
Weekend and Evenings			01/01/2015	\$70/hr/person	\$70/hr/person
*** Cancellation of Reservations - You may be entitled to a partial refund of your reservation fee if you notify the City in writing of your cancellation at least 2 weeks prior to the reserved date. The City will retain an administrative fee of the lesser of 25% or \$25 of the total fee paid. No refunds will be issued after the fact(ie. the event did not take place) or for late cancellations within 2 weeks of the reserved date.					
DEPARTMENT: POLICE					
Open Records					
Accident and incident reports black and white			01/29/2020	\$0.0039	\$0.0039
Accident and incident reports color		Attorney General Opinion	01/29/2020	\$0.0350	\$0.0350
Postage, use actual for large envelopes				Actual Cost	Actual Cost
In-house Records Checks				\$5.00	\$5.00
CD/DVD copies				\$5.00	\$5.00
Fingerprinting				\$30.00	\$30.00

CITY OF WAUSAU					
2023					
COMPREHENSIVE FEE SCHEDULE					
FEE, LICENSE, PERMIT, CHARGES DESCRIPTION		STATUTE/ORDINANCE	DATE OF LAST INCREASE	2022 Rate	2023 Proposed Rate
False Alarms			2013		No charge
first 2 in rolling year				No charge	
3-4 alarms in rolling year				\$60.00	
5-8 alarms in rolling year				\$115.00	
9 & subsequent in rolling year				\$225.00	
Police Services per hour			01/01/2016	\$72.00	\$72.00

City of Wausau Building, Housing and Zoning Fee Schedule

2023
City of Wausau
City of Schofield

ONE- AND TWO-FAMILY:	2022 Fee	2023 Proposed Fee
Plan Review - New one- and two-family dwellings - Additions and alterations to one- and two-family dwellings (not including garages) 500 sq. ft. or less - Over 500 sq. ft. - New accessory buildings or additions thereto over 160 sq. ft.	\$.03/sq ft; \$65 minimum \$.03/sq ft; \$60 minimum \$.03/sq ft; \$30 minimum	\$.03/sq ft; \$80 minimum \$.03/sq ft; \$68 minimum \$.03/sq ft; \$35 minimum
Inspection Fees - New one- and two-family dwellings - New accessory buildings for one- and two-family dwellings 160 sq. ft. or less - Over 160 sq. ft. - Additions to one- and two-family dwellings - Alterations to one- and two-family dwellings - Siding, soffits, fascia, roofing, window replacement, and retaining walls over 4' in height - All other buildings, structures, alterations, repairs, where the square footage cannot be determined	\$.11/sq ft; \$205 minimum \$50 \$.11/sq ft; \$75 minimum \$.11/sq ft; \$75 minimum \$.11/sq ft; \$50 minimum \$50 \$10/\$1,000 valuation; \$50 minimum	\$.11/sq ft; \$229 minimum \$50 \$.11/sq ft; \$100 minimum \$.11/sq ft; \$100 minimum \$.11/sq ft; \$75 minimum \$55 \$10/\$1,000 valuation; \$55 minimum
Heating, Ventilating, and Air Conditioning - Heating—residential one- and two-family dwellings and accessory buildings (including duct work) - Air conditioning (permanent installation)	\$50/unit up to and including 150,000 BTU units; additional fee of \$6.00 per each 50,000 BTUs or fraction thereof \$50/unit	\$50/unit up to and including 150,000 BTU units; additional fee of \$6.00 per each 50,000 BTUs or fraction thereof \$50/unit
Certificates of Occupancy Per residential unit	\$25/unit	\$25/unit
*Projects outside the City of Wausau limits will be assessed a 10 percent surcharge for all fees		

City of Wausau Building, Housing and Zoning Fee Schedule

2023
City of Wausau
City of Schofield

ONE- AND TWO-FAMILY:	2022 Fee	2023 Proposed Fee
Special Fees - Land Use Permit (Zoning Certificate) \$26 \$30 - State of Wisconsin seal (when required) \$40 \$42 - Early Start — Footings/Foundation \$105 \$105 - Razing - One- and two-family dwellings \$70 \$75 - Accessory buildings ≤ 500 sq. ft. \$50 \$50 - Accessory buildings > 500 sq. ft. \$70 \$70 - Same day or Reinspection fee \$65 \$65 - Administrative fee (application not completed/additional review required) 10% of permit fee; \$30 minimum 10% of permit fee; \$30 minimum - Failure to obtain permit prior to commencement of work. Payment of any fee in this subsection, however, shall in no way relieve any person of the penalties that may be imposed for violation of this chapter. Triple fees Triple fees		
COMMERCIAL:	2022 Fee	
Plan Review - All categories \$0.10/sq ft; \$100 minimum \$0.10/sq ft; \$105 minimum - Separate submittals after initial approval (HVAC, trusses, etc.) \$100 \$100		
Inspection Fees - Residential and institutional \$.13/sq ft; \$95 minimum \$.13/sq ft; \$100 minimum - Offices and mercantile \$.11/sq ft; \$95 minimum \$.11/sq ft; \$100 minimum - Warehouses, factories and building shells \$.095/sq ft; \$95 minimum \$.095/sq ft; \$100 minimum - Reroofing; and all occupancies where the square footage cannot be determined \$10/\$1,000 valuation; \$95 minimum \$10/\$1,000 valuation; \$100 minimum		
Heating, Ventilating, and Air Conditioning - Heating (including duct work) - Kitchen Hood(s) - AHU	\$50/unit, up to and including 150,000 BTU units; additional fee of \$6.00 per each 50,000 BTUs or fraction thereof;	\$50/unit, up to and including 150,000 BTU units; additional fee of \$6.00 per each 50,000 BTUs or fraction thereof;
- Duct work only or alterations to existing duct work \$.02/sq ft; \$100 minimum - Air conditioning (permanent installation) \$50/unit		\$.03/sq ft; \$100 minimum \$50/unit
*Projects outside the City of Wausau limits will be assessed a 10 percent surcharge for all fees		

City of Wausau Building, Housing and Zoning Fee Schedule

2023

City of Wausau
City of Schofield

COMMERCIAL:	2022 Fee	2023 Proposed Fee
Certificates of Occupancy - Residential units - Other occupancies	\$16.50/unit \$38	
Special Fees - Land Use Permit (Zoning Certificate) - Early Start — Footings/Foundation; Structural Framing - Razing — commercial structures - Parking lot permits (15.52.020) - Same day or Reinspection fee - Failure to obtain permit prior to commencement of work. Payment of any fees in this subsection, however, shall in no way relieve any person of the penalties that may be imposed for violation of this chapter.	\$75 \$120 \$120 \$75 \$75 Triple fees	\$75 \$120 \$120 \$75 \$75 Triple fees
MISCELLANEOUS FEES:	2022 Fee	2023 Proposed Fee
Tourist Rooming House (VRBO, airBNB)	\$60	\$60
Application and Publication Fee for Building Advisory Board (Class 1 Notice) (15.04.080)	\$200	\$200
Application and Publication Fees (WMC Chapters 23.10.13, 23.10.31, 23.10.32) - Zoning Board of Appeals – Variances, Appeals - Plan Commission -- Amendments, Conditional Uses, UDD Petitions - Plan Commission (special meeting requested)	\$200 \$400 \$550	\$200 \$400 \$550
Central Business District (Downtown) Obstruction Permit	\$20	\$20
Drive Approach Permits (12.20.010)	\$26	\$30
Excavation Permits (12.40.010)	\$65	\$70
Fences	\$50	\$50
Home Occupation	\$20	\$20
Moving Buildings Over Public Ways (15.40.010) - Garages - Houses or other buildings	\$50 \$215	\$50 \$215
*Projects outside the City of Wausau limits will be assessed a 10 percent surcharge for all fees		

City of Wausau Building, Housing and Zoning Fee Schedule

2023
City of Wausau
City of Schofield

MISCELLANEOUS FEES (continued):	2022 Fee	2023 Proposed Fee
Parkland Dedication Fees: (WMC Chapter 21.16) - SR-2, SR-3, SR-5, and SR-7 Districts - DR-8, TF-10 and TF-12 Districts - MRL-12, MRM-20 and MRH-50 Districts - Planned and Unified Developments	\$400 /lot \$500 /lot \$200 /unit \$400 /single-family unit; \$500 /duplex unit; and \$200 /apartment unit	\$400 /lot \$500 /lot \$200 /unit \$400 /single-family unit; \$500 /duplex unit; and \$200 /apartment unit
Additional Residential Building Lots Created by Replat or Certified Survey	\$400 /additional lot	\$400 /additional lot
Plat Review Fees: (WMC Chapter 21) - Preliminary Plat Fee - Final Plat Fee	\$150 + \$25/lot \$100	\$150 + \$25/lot \$100 + \$10/lot \$100 + \$25/lot
Condominium Plat Fee Certified Survey Map Review Extraterritorial Reviews	\$100 \$75	\$100 \$75
Portable Storage Containers (23.03.30)	\$55	\$55
Resubmittal Fee (for revised plans and requires new permits)	\$100 + plan review	\$100 + plan review
Signs (15.48.050) Where signs have two or more faces, the permit fee shall be computed on each face of such sign. Also, the charge is per sign. - Business signs - Advertising signs - Temporary signs (fee is per month)	\$1.10 per square foot of gross area; minimum fee \$40/sign \$1.30 per square foot of gross area; minimum fee \$60/sign \$1.10 per square foot of gross area; minimum fee \$40/sign	\$1.10 per square foot of gross area; minimum fee \$40/sign \$1.30 per square foot of gross area; minimum fee \$60/sign \$1.10 per square foot of gross area; minimum fee \$40/sign
Special Inspection Fees Community-based residential facilities, taverns, day care centers, massage establishments, inspection for new tenant/change of tenant for certificate of occupancy, etc.	\$155	\$160
Storm Water Management (WMC Chapter 15.56)	Established by Resolution	Established by Resolution
Street Privilege Permits (12.44.050)	\$75	\$75
Swimming Pools (19.32.020)	\$60	\$60
Zoning Verification Letters, Combine Parcel Requests, Building Code Compliance Letters, Address Change Requests, Other Forms Requiring Zoning Review, etc. - Residential - Commercial	\$35 \$65	\$39 \$70
*Projects outside the City of Wausau limits will be assessed a 10 percent surcharge for all fees		

NOTE: In determining the square footage of a project, the square footage of all basements, attached garages or carports, and roofed over decks or porches shall be included.

NOTE: In determining costs, all construction shall be included with the exception of heating, air conditioning, electrical, or plumbing work. Electrical and plumbing fees shall be paid under Chapter 18.20 and Chapter 19.16, respectively.

City of Wausau Building, Housing and Zoning Fee Schedule

2023

City of Wausau
City of Schofield

HOUSING CODE (Title 16):	2022 Fee	2023 Proposed Fee
Reinspection Fee (16.04.025)	\$65	\$65
Rent Abatement Application Fee (for authorization of) [16.04.037 (d)]	\$25	\$25

RESIDENTIAL RENTAL REGISTRATION (16.04.030):	2022 Fee	2023 Proposed Fee
Rental Registration Fee (per building)	\$10	\$10
Residential rental license inspection fees: - First inspection - Second inspection	No charge No charge if violation corrected; \$65 if not corrected	No charge No charge if violation corrected; \$65 if not corrected
Missed inspection appointments/failure to allow access	\$35	\$35

***Projects outside the City of Wausau limits will be assessed a 10 percent surcharge for all fees**

Electrical Permit Fee Schedule

2022

City of Wausau
City of Schofield

RESIDENTIAL - ONE- AND TWO-FAMILY:	2022 Fee	2023 Proposed Fee
Inspection		
▪ New one- and two-family dwellings	\$.11/sq ft;	\$.11/sq ft;
▪ Additions and alterations to one- and two-family dwellings (including garages)	\$.14/sq ft;	\$.14/sq ft;
▪ Rewiring of existing one- and two-family dwellings	\$50 + \$3.35/circuit	\$65 \$3.35/circuit
▪ Attached or detached garages	\$.075/sq ft	\$.075/sq ft
▪ New service only for existing one- and two-family dwellings	\$60	\$65
COMMERCIAL, INDUSTRIAL, AND MULTI-FAMILY:	2022 Fee	2023 Proposed Fee
▪ New construction of apartments (three-family and over), row housing, and multi- family dwellings (or additions thereto)	\$.085/sq ft	\$.088/sq ft
▪ New construction of local business, institutional, and office buildings (or additions thereto)	\$.095/sq ft	\$.098/sq ft
▪ New construction of manufacturing and industrial buildings (or additions thereto)	\$.07/sq ft	\$.072/sq ft
▪ New construction of warehouses (or additions thereto)	\$.06/sq ft	\$.062/sq ft
▪ Electric sign wiring (any size)	\$90/sign	\$90/sign
▪ Service changes for industrial, commercial, and multi-family structures		
▪ 200 Amps, one meter	\$80	\$83
▪ 400 Amps, one meter	\$95	\$98
▪ 600 Amps, one meter	\$110	\$115
▪ 800 Amps, one meter	\$125	\$130
▪ 1,000 Amps and over, one meter	\$140	\$145
▪ Additional meters	\$10/each	\$11/each
▪ Fire Alarm Systems (installations or additions/ modifications to existing)		
▪ Plan Review	\$50	\$55
▪ Inspection	\$.03/sq ft \$75 minimum	\$.03/sq ft \$75 minimum
▪ PV (Photovoltaic) Systems:		
▪ Residential	\$200	\$210
▪ Commercial (7½ KW or less)	\$200	\$225
▪ Commercial (more than 7½ KW)	\$300	\$330
▪ Lighting / Emergency Lighting:		
▪ Testing Fee	\$125	\$140
MISCELLANEOUS FEES:	2022 Fee	2023 Proposed Fee
▪ Special inspections other than those listed above	\$55	\$65
▪ Administrative fee (application not completed/additional review required)	10% of Permit Fee; \$30 minimum	10% of Permit Fee; \$30 minimum
▪ Minimum permit fee (one- and two-family)	\$60	\$65
▪ Minimum permit fee (commercial, industrial, and multi-family)	\$75	\$77.25
▪ Same day or Reinspection fee	\$75	\$77.25
▪ Failure to obtain permit prior to commencement of work; starting work without State approved plans	Triple fees	Triple fees
*Projects outside the City of Wausau limits will be assessed a 10 percent surcharge for all fees		

Plumbing Permit Fee Schedule

2023
City of Wausau
City of Schofield

CATEGORY	2022 Fee	2023 Proposed Fee
- New or reconstructed water service or private water main, from curb stop, two inches or less, each one hundred feet or fraction thereof; - For each additional inch in diameter.	\$50 \$10	\$51.50 \$10.30
New or reconstructed sanitary building sewer or private sewer main, from main, curb or lot line, any size, each one hundred feet or fraction thereof.	\$50	\$51.50
New or reconstructed building or area storm sewer extension from main, curb or lot line, any size, each one hundred feet or fraction thereof.	\$50	\$51.50
Catch Basin	\$10	\$10
Manhole	\$10	\$10
Retention / infiltration area (per 2,000 square feet)	\$25	\$25
For each fixture or fixture connection in a one- or two-family dwelling.	\$10	\$10.25
For each fixture or fixture connection in a commercial building.	\$10.50	\$10.75
New or reconstructed water distribution piping, any size, each one hundred feet or fraction thereof.	\$15	\$15
New or reconstructed building drain, soil waste, vent piping, or downspouts, any size, each one hundred feet or fraction thereof.	\$15	\$15
Water distribution and drain piping for manufacturing processes, each one hundred feet or fraction thereof.	\$15	\$15
Private sewage disposal system.	\$50	\$50
Clear water pit and pump	\$50	\$50
Swimming pool.	\$50	\$50
Private water well (five-year permit—issued by Wausau Water Works).	\$100	\$100
To abandon water or sewer systems when wrecking or moving a building.	\$50	\$50
To abandon a private well and/or septic system.	\$50	\$50
Administrative fee (application not completed/additional review required).	10% of permit fee; \$30 minimum	10% of permit fee; \$30 minimum
Minimum fee (for projects requiring one inspection).	\$60	\$61.75
Minimum fee (for projects requiring more than one inspection).	\$75	\$77.25
Same day or Reinspection fee.	\$75	\$77.25
Failure to obtain permit prior to commencement of work; starting work without State approved plans	Triple fees	Triple fees
(b) Fixtures, appliances and appurtenances shall include but not be limited to: water closets, wash basins, bathtubs, shower stalls, urinals, service sinks, sinks, dishwashers, garbage grinders, disposals, laundry tubs, floor drains, site drains, drinking fountains, bar connections, soda fountains, water-cooled refrigerators, ice cube machines, dental cuspidors, all type water heaters, water-cooled motor connections, all water conditioning units, sumps, drain tile receivers, footing or subsoil drain discharge points, inside roof drains, catch basins, yard drains, grease and oil separators, pumps and ejectors, water or waste connection to machines, water or waste connection to any appliance, buried lawn sprinklers, drink dispensers, swimming pools, water-cooled air conditioners and connections, mobile home connections, fire protection installation, private sewage disposal, water wells and injection equipment, CCC assembly.	Per Fixture \$10 Residential \$10.50 Commercial	Per Fixture \$10.25 Residential \$10.75 Commercial
Excavation Permits	\$65	\$67
Plan Review Fees (Commercial) per State Schedule (SBD-6154) Early Start Fee		\$80
*Projects outside the City of Wausau limits will be assessed a 10 percent surcharge for all fees		

Wausau Fire Department Rate Survey

Service	Marshfield Fire and Rescue	Chippewa Fire Protection District	City of Eau Claire Fire and Rescue	Rhineland Fire Department	Green Bay Metro Fire Department	Wausau Fire Department	Average	Recommended Rate
Description								
BLS - Resident	\$ 1,200	\$ 1,495	\$ 1,150	\$ 1,000	\$ 1,300	\$ 900	\$ 1,229	\$ 1,300
BLS - Non Resident	\$ 1,200	\$ 1,625	\$ 1,350	\$ 1,100	\$ 1,300	\$ 1,050	\$ 1,315	\$ 1,300
ALS - Resident	\$ 1,300	\$ 1,595	\$ 1,300	\$ 1,175	\$ 1,400	\$ 1,075	\$ 1,354	\$ 1,450
ALS - Non Resident	\$ 1,300	\$ 1,725	\$ 1,500	\$ 1,325	\$ 1,400	\$ 1,225	\$ 1,450	\$ 1,450
ALS2 - Resident	\$ 1,600	\$ 1,795	\$ 1,500	\$ 2,085	\$ 1,700	\$ 1,475	\$ 1,736	\$ 1,800
ALS2 - Non Resident	\$ 1,600	\$ 1,995	\$ 1,700	\$ 2,185	\$ 1,700	\$ 1,625	\$ 1,836	\$ 1,800
BLS On Scene Care - Resident	\$ 300	\$ 400	NC	\$ 425	\$ 600	\$ 300	\$ 431	\$ 500
BLS On Scene Care - Non Resident	\$ 300	\$ 400	NC	\$ 425	\$ 600	\$ 375	\$ 431	\$ 500
ALS On Scene Care - Resident	\$ 1,000	\$ 1,440	\$ 1,275	\$ 850	\$ 1,000	\$ 425	\$ 1,113	\$ 1,100
ALS On Scene Care - Non Resident	\$ 1,000	\$ 1,440	\$ 1,475	\$ 950	\$ 1,000	\$ 500	\$ 1,173	\$ 1,100
Mileage - Resident	\$ 21	\$ 27	\$ 20	\$ 18	\$ 22	\$ 20	\$ 22	\$ 23
Mileage - Non Resident	\$ 21	\$ 27	\$ 20	\$ 18	\$ 22	\$ 20	\$ 22	\$ 23

NC = Service does not have this charge

Recommendations include bundled prices



Authorization of Recommended Rates / Date

Printed Name / Title

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

ORDINANCE OF THE PLAN COMMISSION

Rezoning 306 South 4th Avenue from SR-7, Single Family Residential-7 Zoning District to TF-10, Two Flat Residential-10 Zoning District.

Committee Action: Approved 7-0

Fiscal Impact: None.

File Number: 22-1204

Date Introduced: December 13, 2022

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

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

A WARREN JRS WEST ADD LOT 9 BLK 8, MORE COMMONLY KNOWN AS 306
SOUTH 4TH AVENUE

now comprising a part of SR-7, Single Family Residential-7 Zoning District according to the Zoning Ordinance of the City of Wausau is hereby rezoned to TF-10, Two Flat Residential-10 Zoning District.

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

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

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

Adopted:
Approved:
Published:
Attest:

Approved:

Katie Rosenberg, Mayor

Attest:

Kaitlyn Bernarde, City Clerk

PLAN COMMISSION

Time and Date: The Plan Commission met on Tuesday, November 15, 2022, at 5:00 p.m. in the Common Council Chambers of Wausau City Hall.

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

Others Present: Brad Lenz, William Hebert, Andrew Lynch, Tara Alfonso, Brian Stahl, Nick Patterson

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

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

PUBLIC HEARING: Discussion and possible action on rezoning 306 South 4th Avenue from SR-7, Single Family Residential-7 Zoning District to TF-10, Two Flat Residential-10 Zoning District.

Hebert said that this property is the second house from the corner. The property owner purchased the property for a duplex use and would like to rezone it. The area has multiple different zoning districts and is a mixed-residential area.

Mayor Rosenberg opened the public hearing.

Mayor Rosenberg closed the public hearing.

Discussion and possible action on rezoning 306 South 4th Avenue from SR-7, Single Family Residential-7 Zoning District to TF-10, Two Flat Residential-10 Zoning District.

Herbst motioned to rezone 306 South 4th Avenue from SR-7, Single Family Residential-7 Zoning District to TF-10, Two Flat Residential-10 Zoning District. Watson seconded, and the motion carried unanimously 7-0. This item will go to Common Council on December 13, 2022.



STAFF REPORT

TO: City of Wausau Plan Commission
FROM: William D. Hebert, Zoning Administrator
DATE: November 8, 2022

GENERAL INFORMATION

APPLICANT: Kurt Mueller
LOCATION: 306 S 4th Ave
EXISTING ZONING: SR-7, single family
REQUESTED ZONING: TF-10, Two Flat
PURPOSE: Change zone to allow for a two family (duplex).
SIZE OF PARCEL: .17 acres

BACKGROUND

This home is a two story structure. When this property was listed for sale this summer, it was noted to have potential as a two family structure. Included with this item is the MLS listing with pictures of the home's interior and exterior. There is also a floor plan from the appraisal showing the layout out on the second floor. The upper level has access from an exterior stair.

Upon being sold in September, 2022, the new owner applied for a secondary address. This request was flagged by our inspections department as all of our records showed this structure being a single family home and assessment records had this property as a single family home as well.

Since the building appears easily setup for conversion to a two flat structure, the new owner is interested in applying for a zoning change to allow the use. In fact, the home is currently occupied by two separate families.

STAFF COMMENTS

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

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

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

Staff comments to the above criteria are as follows:

1. Section 23.01.03 of the code pertains to protecting the health, safety, morals, comfort, convenience, and general welfare of the public. The proposed amendment is not anticipated to negatively impact the public as the proposed zoning district is generally compatible with neighboring zoning districts.
2. From a land use perspective, the comprehensive plan encourages a mix of land uses – ones that are not incompatible with each other. The near area has a mix of single family, duplex, multiple family and town homes in the neighborhood.
3. The intensity of uses would not change significantly. There already appears to be adequate off-street parking. The lot area, width and depth meet the minimum requirements of TF-10 zoning.
4. The zoning map amendment is being proposed by the property owner he believed that a two family structure would be allowed.

RECOMMENDATION

Approve the zone change request.

If approved, the owner shall contact inspections department to schedule an inspection to life safety items such as smoke detectors, egress requirements, etc.

ALL FIELDS CUSTOMIZABLE



MLS # 22203774
Class Residential
Type Single Family
Asking Price \$132,000
Address 306 S 4TH AVENUE
City Wausau
State WI
Zip 54401
Municipality Wausau, City of
Status Sold
Sale/Rent For Sale
Area Wausau

Style Two Story
Bedrooms 4
Full Baths 2
Half Baths 0
Garage Capacity 0
Basement Yes
Age 100+ Yrs
Sewer/Water Pb Sewer/Pb Water
Ab Ground Finished Sq Ft 2001-2500
Total Finished SQFT Range 2001-2500
Waterfront No
Electronic Consent Yes



GENERAL

Agent - Agent Name and Phone	HANNAH KNOX - Phone: 715-573-7672	Listing Office 1 - Office Name and Phone	SCS REAL ESTATE - phone: 715-846-2000
Agent - License ID	95612-94	Listing Office 1 - License ID	937946-91
Listing Agent 2 - Agent Name and Phone	THE SWIDERSKI GROUP - Phone: 715-846-2000	Listing Office 2 - Office Name and Phone	SCS REAL ESTATE - phone: 715-846-2000
BA % or \$?	%	Listing Office 2 - License ID	937946-91
SA: % or \$?	%	BA: %/\$	2.400000
Acreage	0.17	SA: %/\$	2.400000
Year Built	1895	Total Finished Sq Ft	2080
Above Grade Fin Sq Ft	2080	Below Grade Fin Sq Ft	0
Main	990	County	Marathon County
SS	No	Tax PIN #	29129072630619
Full Bath 1 Level	MAIN	FC	No
Full Bath 2 Level	UPPER	# Fireplaces	0
Half Bath Level	NONE	Directions	When heading west on Stewart Ave, turn right onto S 4th Ave
Half Bath 2 Level	NONE	Associated Document Count	1
Bedroom 1 Level	L	EXA: Y/N	N
Bedroom 2 Level	U	VAR: Y/N	Y
Bedroom 3 Level	U	EXC: Y/N	N
Bedroom 4 Level	U	IDX Include	Yes
Listing Is Primary In	Central	VOW Include	Yes
Limited Service	No	VOW Comment	Yes
Update Date	9/6/2022	VOW Address	Yes
HotSheet Date	9/6/2022	VOW AVM	Yes
Input Date	7/27/2022 10:23 AM	Age	127
Days On Market	41	Agent to Agent Remarks	Active-Delayed until 7/29/22, open house 7/31/2022, reviewing offers 8/01/2022. Do not lock the doorknob on front door. Only use deadbolt. Turn off lights and leave card when done. Survey feedback welcome! Thank you!
Cumulative DOM	41		
Listing Date	7/27/2022		
Off Market Date	9/6/2022		
Status Date	9/6/2022		
Price Date	9/6/2022		
General Date	9/6/2022		

FEATURES

EXTERIOR	APPLIANCES	WATER HEATER	STYLE
Wood	Refrigerator	Natural Gas	Victorian
ROOF	Dishwasher	COOLING	DRIVEWAY
Shingle	Washer	None	Gravel
INTERIOR	Dryer	FLOORING TYPE	SEWER/SEPTIC
Ceiling Fan(s)	Oven/Range-Electric	Carpet	City
Pantry	Range hood	Vinyl	ZONING
Walk-thru Bedroom	BASEMENT	Laminate	Residential
EXT. FEATURES	Full	UTILITY/LAUNDRY	TOTAL SQ FT SOURCE
Patio	GARAGE TYPE	Lower Level Laundry	Assessor
Porch	None	FIREPLACE	WAUSAU AREA SCH DIST
Front Porch	HEAT TYPE	No	Wausau West
	Forced Air		
	FUEL TYPE		
	Natural Gas		

FINANCIAL

Original Price \$132,000

Addendum Add S, RECR

SOLD STATUS

How Sold	Conventional	Selling Office 1 - Office Name and Phone	SCS REAL ESTATE - phone: 715-846-2000
Contract Date	7/27/2022	Selling Office 1 - License ID	937946-91
Final Closing Date	9/6/2022	Selling Office 2 - Office Name and Phone	SCS REAL ESTATE - phone: 715-846-2000
Sold Price	\$145,000	Selling Office 2 - License ID	937946-91
Selling Agent 1 - Agent Name and Phone	HANNAH KNOX - Phone: 715-573-7672	Sale Concessions	N
Selling Agent 1 - License ID	95612-94	Concession Amount	\$0.00
Selling Agent 2 - Agent Name and Phone	THE SWIDERSKI GROUP - Phone: 715-846-2000	Sale Type	Arms Length Sale
Buyer Name	Mueller		

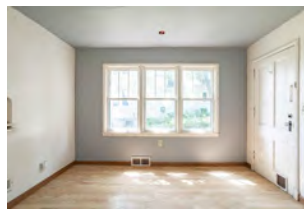
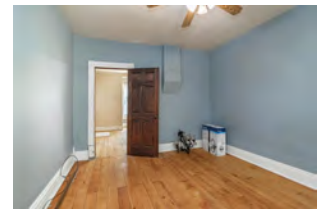
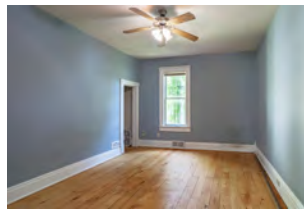
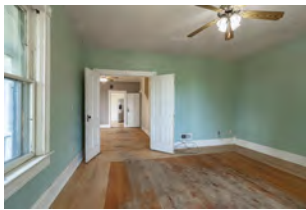
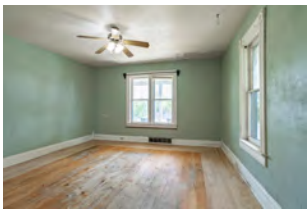
REMARKS

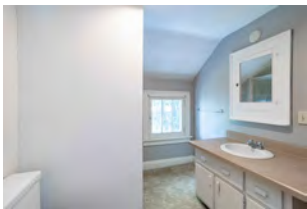
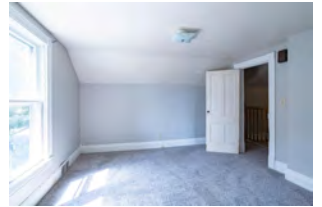
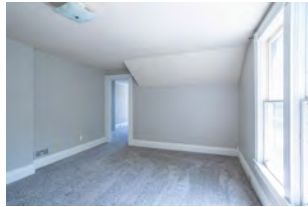
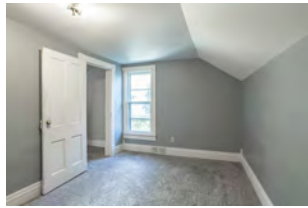
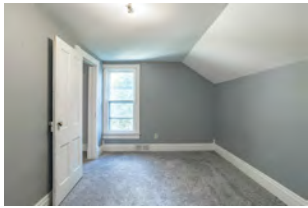
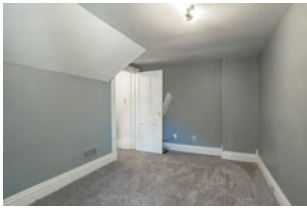
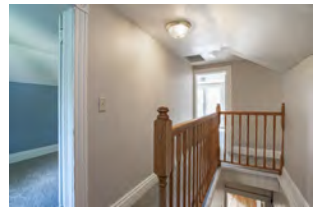
Remarks Showings to begin on 7/29. Investment property opportunity! This beautiful two story home is tucked away in a neighborhood near UWSP's Wausau campus. Its packed with charm, natural light, and high ceilings but needs someone to bring it back to life. It has the potential to be a duplex with a second kitchen area upstairs, this space could also be converted to a laundry area/workspace. There is no shortage of room in this home. There is a main floor bedroom off the dining room and 3 bedrooms plus a bonus room upstairs with ample closet space. There is new carpet throughout the upstairs and the appliances in the kitchen are also new.

SHOWING TIME INSTRUCTIONS

Showing Time Instructions Combo box

ADDITIONAL PICTURES





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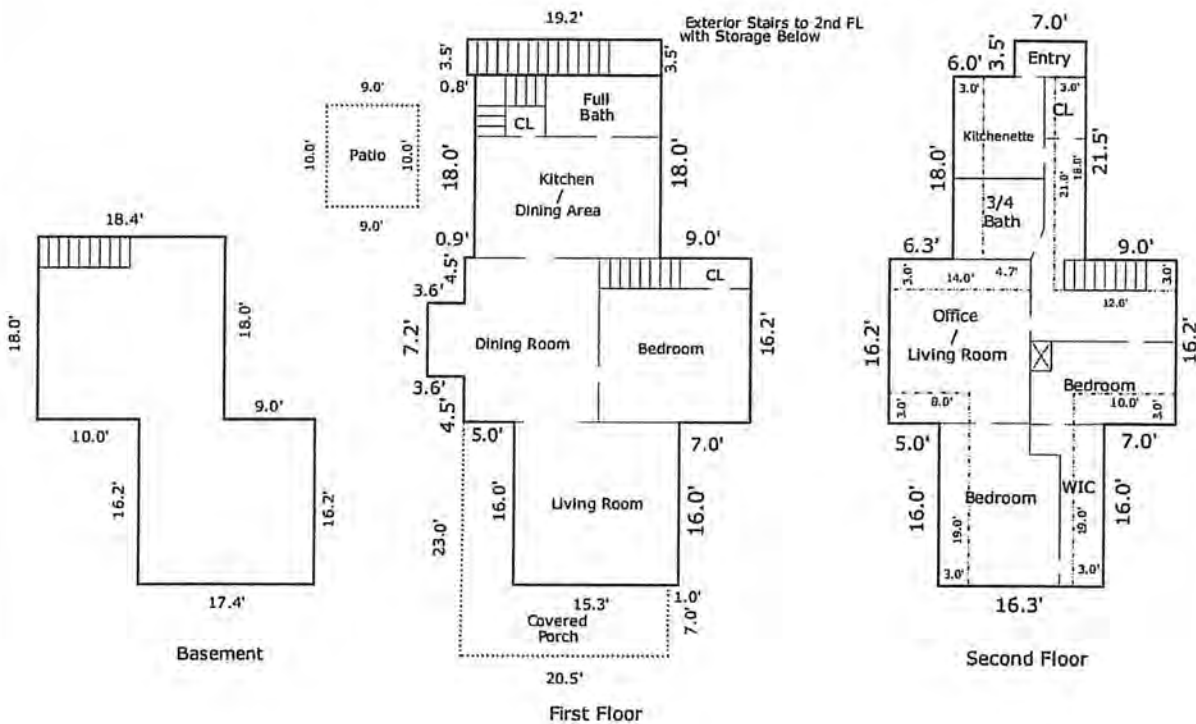
Building Sketch

SKETCH/AREA TABLE ADDENDUM

File No 9794-22

SUBJECT	Property Address 306 S 4th Ave		
	City Wausau	State WI	Zip 54401
	Borrower		
	Lender/Client		
	Appraiser Name Janet Williams, SRA	Appr Address 1816 Grand Ave., Wausau, WI 54403	

IMPROVEMENTS SKETCH



Comments:

Scale: 1" = 18'

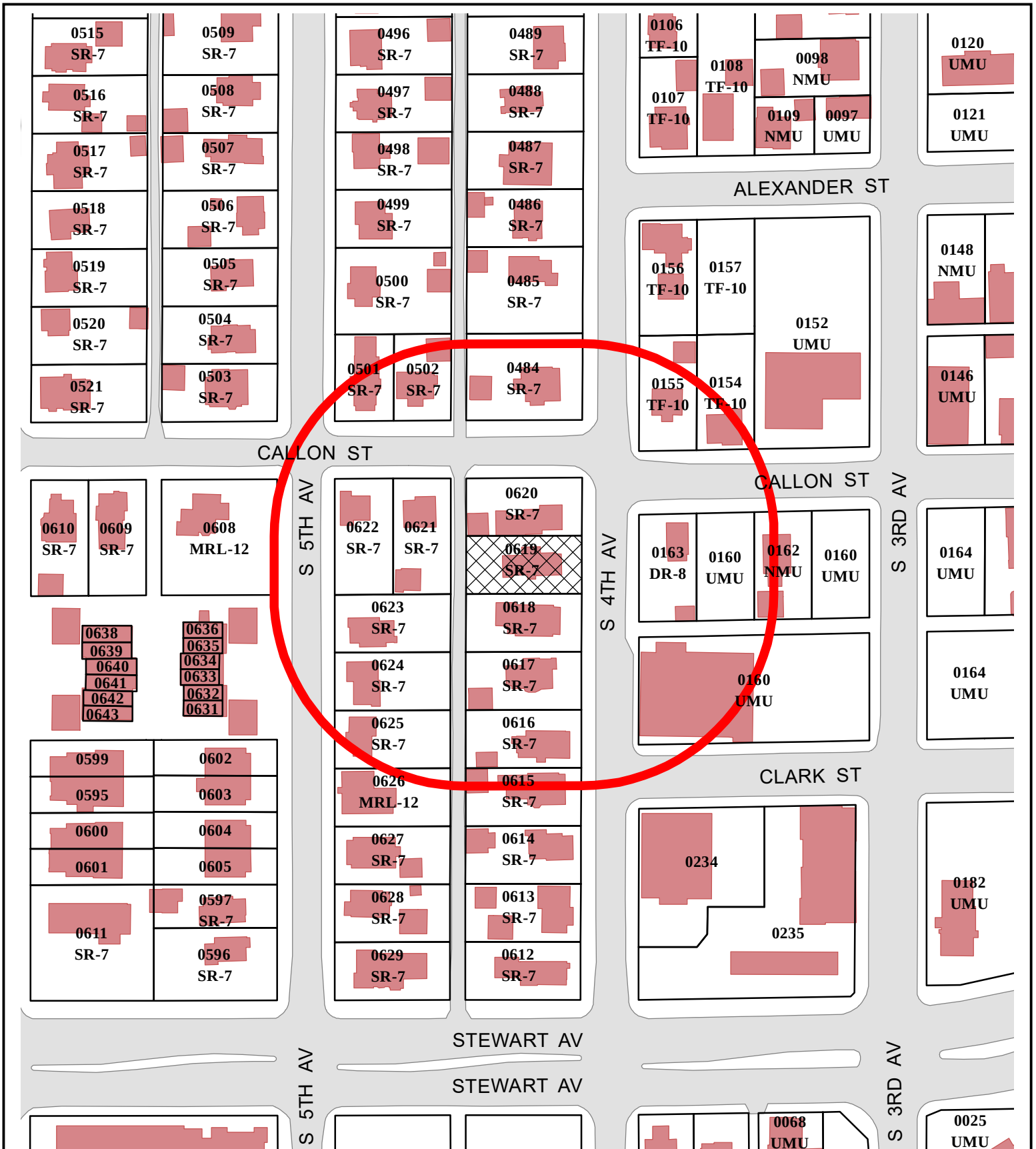
AREA CALCULATIONS SUMMARY

Code	Description	Net Size	Net Totals
GLA1	First Floor	1076.38	
	Second Floor	977.76	
	NonStan Liv SqFt	-90.00	
	NonStan Liv SqFt	-78.00	
	NonStan Liv SqFt	-72.00	
	NonStan Liv SqFt	-96.00	
BSMT	Basement	613.08	1718.15
P/P	Covered Porch	224.40	613.08
	Patio	90.00	314.40
OTH	Ext Stairs to 2FL	67.20	67.20

LIVING AREA BREAKDOWN

Breakdown			Subtotals
First Floor			
0.5 x	0.0 x	18.4	0.00
	18.0 x	18.4	331.20
	28.3 x	4.5	127.35
	0.0 x	19.3	0.00
	16.0 x	16.3	260.80
	0.0 x	23.3	0.00
	4.5 x	28.3	127.35
	7.2 x	31.9	229.68
0.5 x	0.0 x	16.3	0.00
Second Floor			
0.5 x	0.0 x	16.2	0.00
	16.0 x	16.3	260.80
	18.0 x	13.0	234.00
	0.0 x	22.0	0.00
	28.3 x	16.2	458.46
	3.5 x	7.0	24.50
0.5 x	0.0 x	6.0	0.00
NonStan Liv SqFt			

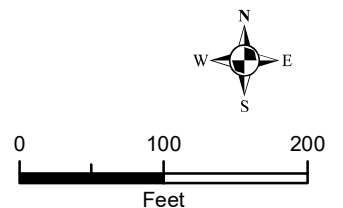
CALCULATIONS



City of Wausau
Department of Public Works
GIS Division
407 Grant St
Wausau WI 54403
(715) 261-6740
www.ci.wausau.wi.us

NOTES:
1. DUPLICATION OF THIS MAP IS PROHIBITED WITHOUT THE WRITTEN CONSENT OF THE CITY OF WAUSAU ENGINEERING 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. AERIAL PHOTOGRAPH VISIBLE ON THIS MAP WAS TAKEN SPRING 2020.

200 Foot Buffer
 Building
 Parcel
 Road



Map Date: 10/28/2022

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

RESOLUTION OF THE PUBLIC HEALTH & SAFETY COMMITTEE

Approving or Denying Various Licenses as Indicated

Committee Action: Approved 4-0

Fiscal Impact: None

File Number: 22-0108

Date Introduced: December 13, 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, your Public Health and Safety Committee considered certain license applications at its November 14, 2022 meeting, and has made recommendations that are attached hereto in the meeting minutes and recommends these actions to the Council for its approval, now therefore

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

Approved:

Katie Rosenberg, Mayor

PUBLIC HEALTH & SAFETY COMMITTEE

Date and Time: Monday, November 14, 2022, at 6:00 pm, (Council Chambers)

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

Members Excused: Becky McElhaney

Others Present: Nathan Miller, Robert Barteck, Matt Barnes, Anne Jacobson, Kaitlyn Bernarde, Mary Goede, Katie Rosenberg, Jamie Polley

Consider approval or denial of various license applications

Lisa Rasmussen stated last month the committee deferred action on the appeal of the denial recommendation of Charrish Wnfory to give her an opportunity to submit proof of rehabilitation. She has submitted those documents and upon review by Chief Bliven he approved her license, so the committee does not need to take any further action.

Rasmussen indicated there was a denial recommendation of a Public Transport Driver License for Michael Mayotte. It was noted that Mr. Mayotte did not appear to address the committee.

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

CLERK'S REPORT TO PUBLIC HEALTH & SAFETY COMMITTEE

November 14, 2022 Meeting

AGENDA ITEM # 2

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

ADDITIONAL INFORMATION

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

1. Denial Recommendations:

Operators License: 1) **Charrish Winfory** – Possession with intent – cocaine felony conviction in 2012. Habitual criminality theft conviction in 2017. **NOTE: Ms. Winfory has provided Evidence of Rehabilitation to the Police Chief for review prior to this meeting.**

Public Transport Driver 1) **Michael Mayotte** - Battery - exempt offense (2002. Manufacture/Deliver Schedule I/II Narcotics conviction (2010), Manufacture/Deliver Amphetamine felony conviction (2011). Multiple theft and resisting/obstructing convictions since 2011.

- 2. Application for Class B Beer License,** Nortenita Grocery Y Panaderia #2 LLC, owner Santos Gonzalez Fas, for a Mexican Grocery Store in the former Pizza Hut building at 210 South 1st Avenue. They intend have a restaurant inside the store and serve beer.
- 3. No special events this month.**

Note: Links to the Special Events applications will be emailed to the committee.

STAFF RECOMMENDATION

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

Mary Goede, Deputy Clerk

Date of Report: November 10, 2022

(715) 261-6621



Council Date 12/13/2022

License ID	License Typ	Name	Address	Details	Business	Begin Dt	End Dt	Police	PHS	Council
171871	9063 - Class B Beer	,	210 S 1ST AVE WAUSAU WI 54401		NORTENITA GROCERY Y PANADERIA	11/10/2022	06/30/2023	Yes	Yes	
171515	9080 - Public Transport Driver New	MAYOTTE, MICHAEL	617 JEFFERSON ST WAUSAU WI 54403		NORTHWOODS CAB	10/20/2022	06/30/2023	No	No	
171629	9080 - Public Transport Driver New	NARLOCK, JOSEPH	6300 BIRCH ST LOT 146 WESTON WI 54476		NORTHWOODS CAB	10/27/2022	06/30/2023	Yes	Yes	
171693	9080 - Public Transport Driver New	SALZWEDEL, ASHLEY	1011 1/2 S 5TH AVE WAUSAU WI 54401		NORTHWOODS CAB	10/31/2022	06/30/2023	Yes	Yes	
171803	9080 - Public Transport Driver New	WEST, JAMES	2414 N 6TH ST WAUSAU WI 54403		NORTHWOODS CAB	11/07/2022	06/30/2023	Yes	Yes	
171708	9080 - Public Transport Driver New	WOOD, CHRISTOPHER	500 E THOMAS ST, APT 301 WAUSAU WI 54403		NORTHWOODS CAB	11/01/2022	06/30/2023	Yes	Yes	

Total Licenses

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

RESOLUTION OF THE ARTS COMMISSION

Approving acceptance of a public sculpture to be installed along the River Edge Parkway at 146 W. Washington Street

Committee Action: Approved 6-0

Fiscal Impact: None

File Number: 22-1207

Date Introduced: December 13, 2022

WHEREAS, the Common Council, through a Resolution of the Plan Commission approved on April 26, 2016, approved acceptance of a sculpture to be donated to the City by the Rotary Club, to be located on property at 146 W. Washington Street which is now owned by the City of Wausau; and

WHEREAS, the Common Council, through the Resolution adopted on April 26, 2016, further authorized City Staff to execute the legal agreement outlining the rights and responsibilities of all parties involved; and

WHEREAS, the Wausau Arts Commission met on December 1, 2022, to review and approve a revised design of the sculpture to be donated by the Rotary Club and their artist for installation at the same location along the River Edge Parkway in Wausau; and

WHEREAS, the Rotary Club and their artist have been working with the Arts Commission and City staff on refining the sculpture, including improvements for public safety and ease of maintenance; and

WHEREAS, the location of the proposed sculpture will not interfere with operation of the River Edge Parkway or with adjacent property; and

WHEREAS, the Wausau Arts Commission was formed to advise the Wausau Common Council on the planning, programming, procurement, installation, operations and maintenance of public visual arts projects and artworks; and

WHEREAS, public art enriches the lives of residents and visitors, and can provide economic benefits to a community; and

WHEREAS, the proposed sculpture adds to other public art along the River Edge Parkway; and

WHEREAS, the Wausau Arts Commission did recommend at its December 1, 2022, meeting the acceptance of the revised sculpture and its installation at 146, W. Washington St. at the River Edge Parkway; and

WHEREAS, a Memorandum of Understanding will be executed outlining the details of ownership, maintenance, insurance/liability, timelines, and other rights and responsibilities of the parties, as authorized by previous Resolution.

BE IT RESOLVED that the Common Council of the City of Wausau hereby approves acceptance of the revised design of the sculpture, as recommended by the Arts Commission.

Approved:

Katie Rosenberg, Mayor

WAUSAU ARTS COMMISSION

Time and Date: Thursday, December 1, 2022 at 4:00 p.m. in the Board Room of Wausau City Hall

Members Present: Linda Prehn, Sarah Watson, Alex Eichten, Kathy Foley, Sean Wright (arrived 4:07), Tom Fleming

Members Excused: Mara Mullen

Others Present: Brad Lenz, Andrew Lynch, Kelly Fischer – In person
Jamie Polley, Rosemary Barnes, Keith Kaziak – Via Webex

Discussion and possible action on Rotary sculpture at 146 W. Washington Street

Kaziak presented the new design of the sculpture. He discussed how it addresses previous concerns of the commission, and how it overcomes some previous challenges. He said it is still in line with the original vision for the sculpture.

Lenz asked how the wheel would be attached to the base of the sculpture. Kaziak said it would be anchored into the stone. Lenz asked if the concrete pad would be flush with the ground or raised. Kaziak said that could be discussed. Polley expressed concerned over mowing around the base, and said there should be some kind of border around it. She said a turning radius for the mowers may help. Discussion followed. Polley said she could check with her operations staff on what they would prefer.

Foley asked if it there would be landscaping around the sculpture; Kaziak was not planning on it.

Prehn asked about lighting. Kaziak said his preference would be for some under-lighting and two spot lights on the gear. He said an electrician would need to finalize those plans. Discussion followed on existing lighting in the area and running power to the sculpture.

Foley asked if the bronze river would be raised. Kaziak confirmed. Foley asked if there are concerns about people climbing on the sculpture. Eichten said it should be expected that people will climb or sit on it. Kaziak said it may happen and it is out of his control; the materials will be durable. He noted that there may be text along the river defining certain points as well as on the gear relating to Rotary that people could read up close.

Foley asked about materials for signage. Kaziak said cast bronze will be attached at different points.

Prehn asked about the size of the sculpture. Kaziak said the maquette is in a 1:12 scale, so the sculpture would be 6 feet high, and the slab would be 16 feet by 8 feet, with the actual sculpture being about 14 feet long.

Prehn asked about the timeline. Kaziak said he wants it finished by July. He said he already has the three large stones for the top. The concrete foundation will need to sit for a few weeks after it is poured.

Prehn asked about the contract. Lenz said that drafts have been reviewed and it should be close to finalized. The final design will be included as an attachment.

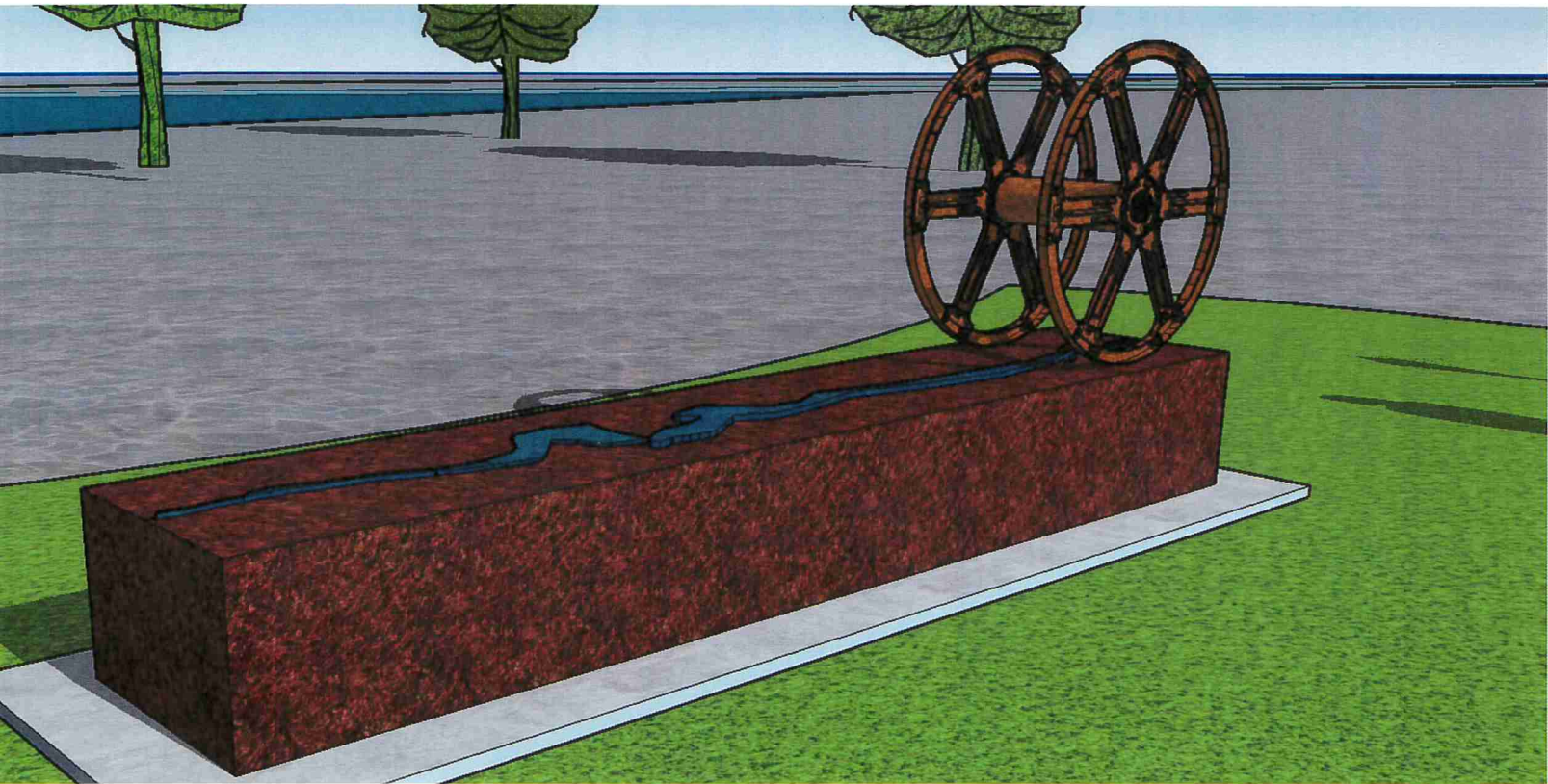
Foley said the revised design answers the committee's primary questions. Prehn said the committee is a recommending body and the amendment should go back to city council.

Fleming made a motion to approve the amended design. Foley seconded.

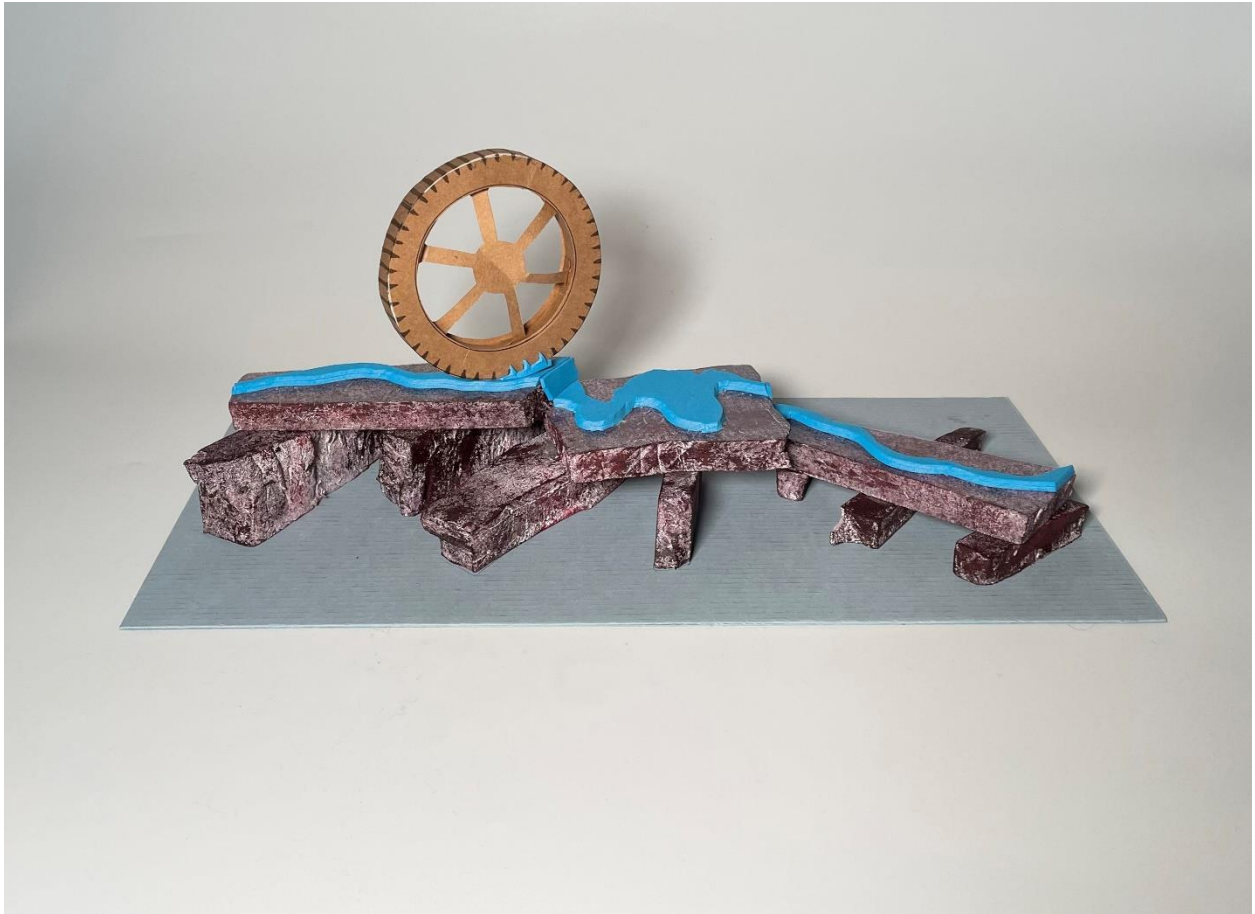
Barnes said she is concerned that taking it back to city council could delay the signing of the contract for several months. The commission discussed timing of the approval, which could occur in December.

The committee voted unanimously, 6-0, to approve the amended design. Prehn said that this will go to city council as soon as possible.

Original/previous design



Keith Kaziak
Updated Design
Rotary Sculpture
1:12 scale



(east facing) Rotary Sculpture Maquette, 2022

6"x16"x8"

rigid foam, EVA foam, brown craft paper, pen, double-sided tape, cardboard, acrylic paint

8

SCOTT ST

11

Sculpture location

Property lines (approximate)

410

N 1ST ST



RESOLUTION OF THE ECONOMIC DEVELOPMENT COMMITTEE

Terminating Development Agreement with Riverlife Condos, LLC (Mitch Viegut)

Committee Action: Approved 5-0

Fiscal Impact: None

File Number: 15-0708

Date Introduced: December 13, 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, effective October 30, 2020, the City of Wausau entered into a Development Agreement (Riverlife-Phase II), with Riverlife Condos, LLC for the construction of the approved project, to commence May 31, 2021 and be completed by June 30, 2022; and

WHEREAS, your Common Council approved the First Amendment to Development Agreement on January 11, 2022, revising the closing, commencement and completion deadlines; and

WHEREAS, your Common Council approved the Second Amendment to Development Agreement on May 10, 2022, again revising the closing, commencement and completion deadlines; and

WHEREAS, your Common Council approved the Third Amendment to Development Agreement on September 13, 2022, again revising the closing, commencement and completion deadlines; and

WHEREAS, the closing, scheduled for November 1, 2022, did not occur as the Developer failed to satisfy all closing conditions for the conveyance as required by the Development Agreement; and

WHEREAS, on November 2, 2022, the City mailed a Notice of Default to the Developer giving him 30 days to cure per the Development Agreement; and

WHEREAS, the Developer failed to cure the Default; and

WHEREAS, your Economic Development Committee, at their December 6, 2022 meeting, discussed and recommended terminating the Development Agreement with Riverlife Condos, LLC.

NOW, THEREFORE, BE IT RESOLVED the Common Council of the City of Wausau does hereby approve terminating the Development Agreement with Riverlife Condos, LLC and directs city officials to send a termination notice to Riverlife Condos, LLC.

Approved:

Katie Rosenberg, Mayor

MINUTES

Economic Development Committee Meeting

Date / time Tuesday, December 6, 2022, at 5:15 P.M. | *Meeting called to order by* Watson at 5:15 P.M.

In Attendance

Members Present: Sarah Watson, Chad Henke, Tom Kilian, Carol Lukens, Lisa Rasmussen

Others Present: Randy Fifrick, Shannon Graff, Tammy Stratz, Andrew Brueggemann, Chuck Ghidorzi, Alder Doug Diny, Mayor Rosenberg, Atty. Anne Jacobson, Maryanne Groat, Atty. Isaac Roang (Quarles & Brady), Mark Macdonald (Athletic Park, Macndon Ventures)

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

Agenda Item 6 –Update on Riverlife Wausau, LLC Development Agreement

No discussion for this agenda item as it is agendized for closed session.

Agenda Item 7 – CLOSED SESSION pursuant to 19.85(1)(e) of the Wisconsin Statutes for Conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved: relating to legal options and strategy to be adopted by body pursuant to Notice of Default for uncured violations of the Development Agreement with Riverlife Condos, LLC including termination.

Motioned by Lukens, seconded by Rasmussen to move into closed session.

Roll call vote Approved Unanimously 5-0.

Agenda Item 8 –RECONVENE into Open Session to take action on Closed Session items, as necessary

Kilian motioned to reconvene to open session. Henke seconded. Approved Unanimously 5-0.

Rasmussen expressed disappointment with the progression of this development agreement. She commented the last amendment that was brought forward, it was reiterated to the developer that it would be the last one and the city wanted them to start the development, as agreed. She noted the proposal was sold to them because the developer was local, the number of expected units and the proposed amphitheater. Since then, the amphitheater was removed from the plan, then as additional amendments were presented, the number of units also decreased in addition to extending the completion timeline. Rasmussen noted there has been radio silence since the Third Amendment was approved and said at this point she wants to be done. She said not everything on the Riverfront needs to be developed overnight and we have time to exit this agreement and run a new RFP at some point rather than accept anything that's proposed or take the low-hanging fruit just to have a project because that's not who the city is.

Rasmussen motioned to direct staff to issue the appropriate termination of the development and forward it to Council for next week. Lukens seconded the motion.

Approved Unanimously 5-0.

DEVELOPMENT AGREEMENT
(Riverlife – Phase II)

THIS DEVELOPMENT AGREEMENT (Riverlife – Phase II) (this “Agreement”) is made as of October 30, 2020 (the “Effective Date”), by and between the CITY OF WAUSAU, a Wisconsin municipal corporation (the “City”), and RIVERLIFE CONDOS, LLC, a Wisconsin limited liability company (“Developer”).

RECITALS

WHEREAS, the City and an affiliate of Developer, Riverlife Wausau LLC, a Wisconsin limited liability company (the “Phase I Developer”), entered into that certain Development Agreement (Riverlife – Phase I) with an Effective Date of June 28, 2019 (the “Phase I Development Agreement”), with respect to certain real property in the City of Wausau, County of Marathon, State of Wisconsin, which is more particularly described in the Phase I Development Agreement (the “Phase I Property”), on which the Phase I Developer is constructing a residential apartment building in accordance with the Phase I Development Agreement (the “Phase I Project”); and

WHEREAS, the City is the owner of certain other real property in the City of Wausau, County of Marathon, State of Wisconsin, being legally described on Exhibit A attached hereto (the “Property”); and

WHEREAS, pursuant to Section 3.I. of the Phase I Development Agreement, Developer prepared a project proposal for the Property, dated January 7, 2020 (the “Proposal”), which was reviewed and approved by the City's Plan Commission, the City's Economic Development Committee and the City's Common Council; and

WHEREAS, the Property is in an area governed by the Riverfront Declaration (defined below); and

WHEREAS, the City has, pursuant to the authority granted in Wisconsin Statutes, Section 66.1105, created two Tax Incremental Districts, the City of Wausau Tax Increment District Three and the City of Wausau Tax Increment District Twelve (collectively, the “TID”), and adopted a Project Plan for each district (collectively and as amended, the “TID Plan”) to finance certain costs to induce development within or around the TID; and

WHEREAS, in order to achieve the objectives of the TID Plan and to make the land within the TID available for development by private enterprises for and in accordance with the uses specified in the TID Plan, the City has determined to provide assistance through grants from the TID and other actions, as hereinafter set forth, to permit development to proceed; and

WHEREAS, Developer has proposed a development, as hereinafter described, within the TID and located on the Property; and

WHEREAS, in connection with such development, Developer desires to purchase the Property as determined in accordance with the terms and conditions of this Agreement; and

WHEREAS, Developer's ability to develop the Property requires certain financial incentives from the City as set forth herein; and

WHEREAS, the City has determined that the proposed development by Developer (i) will promote and carry out the development objectives of the City, (ii) furthers the purposes of the TID Plan, and (iii) would not occur at the Property without the assistance of the City.

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

1. Definitions. As used in this Agreement, the following terms shall have the following meanings:

- a. "Agreement" is defined in the introductory paragraph to this Agreement.
- b. "Annual Tax Increment" means, for any given year, the annual gross tax increment revenues (over the base year tax liability) paid and actually received by the City which is generated by property tax payments on the Property (including all Condo Units) for any such year. The base year for such tax increment revenues calculation shall be 2020 (based on the assessed value of the Property on January 1, 2020).
- c. "Assessed Value" is defined in Section 2.d below.
- d. "Building" means the residential multifamily condominium building to be constructed on the Property in accordance with the Plans and in substantial conformity with the Proposal (defined below).
- e. "City" is defined in the introductory paragraph of this Agreement.
- f. "Closing" means the execution of the sale and conveyance of the Property to Developer in exchange for the Purchase Price, as contemplated by and subject to the terms and conditions of this Agreement.
- g. "Closing Date" means the date that Closing occurs, which shall be a date mutually agreed to by the City and Developer but in no event shall the date be later than the Closing Deadline.
- h. "Closing Deadline" means the date that is thirty (30) days prior to the Project Commencement Deadline.
- i. "Condominium Documents" means the formation and governing documents which create and govern the Condo Units and the Condo Unit Owners as a condominium regime under Wisconsin law, including, without limitation, the condominium plat, the condominium declaration, and the bylaws of the condominium association.
- j. "Condo Unit" means each individual condominium unit within the Building whether owned by Developer or sold to a third party by Developer.
- k. "Condo Unit Owners" means all owners of a Condo Unit other than Developer.
- l. "Deed" means a special warranty deed of the Property from the City to Developer.
- m. "Default" is defined in Section 6 below.
- n. "Developer" is defined in the introductory paragraph to this Agreement.

- o. "Due Diligence Period" means the time period commencing on the Effective Date and terminating on the day of Closing.
- p. "Effective Date" is defined in the introductory paragraph of this Agreement.
- q. "Memorandum" means a short form memorandum of this Agreement recorded in the real estate records against the Property. The parties agree that the form of memorandum attached hereto as Exhibit B is acceptable to both parties.
- r. "Minimum Combined Appraised Value" means the combined appraised value of the Phase I Project and the Project, which shall equal at least \$14,000,000.
- s. "Minimum Construction Cost" means at least Five Million Dollars (\$5,000,000.00).
- t. "Phase I Developer" is defined in the Recitals above.
- u. "Phase I Development Agreement" is defined in the Recitals above.
- v. "Phase I Project" is defined in the Recitals above.
- w. "Phase I Property" is defined in the Recitals above.
- x. "Plans" means final detailed plans and specifications for the Project (including the condominium plat) in form and substance acceptable to the City, which shall include, without limitation, the following: all improvements now located or to be located on the Property, the footprint of all improvements and the square footage of all improvements, all easements, pathways, exterior boundary lines, walkways, parking and circulation areas, adjoining public streets and alleys, utilities, exits and entrances, all signage, sidewalks, landscaping, all materials to be used in construction of the Building, all common area interior finishes, exterior finishes, building sections, description of room and space sizes, plan arrangement of rooms and functional spaces, exterior elevations, the stacking of floors and all construction elements, a narrative description of all structural systems, mechanical systems, electrical systems and any specialty systems. The Plans shall also include a detailed landscaping plan. Notwithstanding the foregoing, the Developer shall not be obligated to provide in the Plans, and the Plans need not include any interior finishes which a Condo Unit Owner may customize, and Developer shall not be required to restrict the any Condo Unit Owner's or potential Condo Unit Owner's choices for configuration or finishes within the Condo Unit; provided, however, that the Condominium Documents shall require that the Condo Units comply with applicable zoning and building laws, rules, regulations, codes and ordinances.
- y. "Project" means the construction of the Building and the additional redevelopment of the Property for the operation of the Building, and construction and installation of all other improvements as may be required in order to comply with applicable zoning (including any applicable Unified Development District zoning ("UDD") requirements) and building laws, rules, regulations, codes and ordinances and in order to develop and operate the Property in substantial conformity with the Plans and the Proposal.
- z. "Project Commencement Deadline" means May 31, 2021.

aa. “Project Completion Deadline” means June 30, 2022. The parties agree that the Project will be deemed completed upon occurrence of all of the following: (i) a certificate of occupancy is issued by the appropriate governmental authorities for Project, as applicable; (ii) the Project architect has issued a certificate stating that the portion of the project or the Project, as applicable, have been substantially completed in accordance with the Plans. Nothing contained herein shall require any Condo Units to be sold or occupied in order for the Project to be deemed completed; and (iii) lien-free construction has been achieved and paid for in full (as evidenced by lien waivers from all contractors and subcontractors).

bb. “Project Cost Breakdown” means a current cost breakdown of construction and non-construction cost items (i.e., a line-item budget), clearly identifying development, engineering, construction, furnishing, equipping, financing, contingency and all other direct and indirect costs of development, construction and installation of the Project in accordance with the Plans for the Project. The Project Cost Breakdown shall also include the Developer’s proposed source of funds for each line-item. The Project Cost Breakdown shall include Condo Unit Owners’ build-out costs for each Condo Unit to the extent such costs are counted by Developer towards the Minimum Construction Cost. The Project Cost Breakdown may include Developer’s reasonable estimates for improvements within each of the Condo Units that are subject to change based on the decisions of a potential Condo Unit Owner. Developer shall have no obligation to require any Condo Unit Owner to adhere to Developer’s estimates provided in the Project Cost Breakdown.

cc. “Property” is defined in the Recitals above.

dd. “Proposal” is defined in the Recitals above. In the event of a conflict between the Proposal and this Agreement, this Agreement shall control.

ee. “Purchase Price” means \$1.00.

ff. “Riverfront Declaration” means that certain Declaration of Covenants, Conditions, Restrictions and Easements for Wausau East Riverfront made by the City on August 26, 2020, and recorded in the Office of the Register of Deeds for Marathon County, Wisconsin, as Document Number 1814469.

gg. “Tax Increment Grant” is defined in Section 3.b below.

hh. “Third-Party Lender” means the lender(s) of the Third-Party Loan.

ii. “Third-Party Loan” means the loan(s) from the Third-Party Lender(s) for the purpose of financing the construction costs of the Project and permanent take-out financing, if any, of such construction financing.

jj. “TID” is defined in the Recitals above.

kk. “TID Plan” is defined in the Recitals above.

2. Commitments of Developer. Developer agrees and covenants with the City as follows:

a. *Purchase of the Property.*

i. Subject to the terms and conditions of this Agreement, Developer agrees to purchase the Property in its "AS-IS" condition for the Purchase Price on the Closing Date. The transfer of the Property shall be subject to all matters of record other than monetary liens, including, without limitation, the Riverfront Declaration. Developer agrees that the Memorandum shall be recorded immediately after the Deed and prior to any mortgage. All title fees, transfer fees and recording fees for the purchase shall be at Developer's sole cost and expense.

ii. DEVELOPER ACKNOWLEDGES AND AGREES THAT DEVELOPER HAS HAD AND/OR WILL HAVE SUFFICIENT OPPORTUNITY TO INSPECT THE PROPERTY PRIOR TO CLOSING AND THAT THE CITY IS CONVEYING AND DEVELOPER IS ACCEPTING THE PROPERTY ON AN "AS-IS WITH ALL FAULTS" BASIS AND THAT DEVELOPER IS RELYING SOLELY ON ITS INDEPENDENT INVESTIGATION AND NOT ON ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, FROM THE CITY OR ITS AGENTS AS TO ANY MATTERS CONCERNING THE PROPERTY, EXCEPT FOR TITLE. AS A PART OF ITS AGREEMENT TO ACCEPT THE PROPERTY IN ITS "AS IS" CONDITION, DEVELOPER, FOR ITSELF AND ITS SUCCESSORS, ASSIGNS, AGENTS, EMPLOYEES, CONTRACTORS AND INVITEES, HEREBY WAIVES, DISCHARGES AND RELEASES THE CITY FROM ANY AND ALL DEMANDS, CLAIMS, LEGAL OR ADMINISTRATIVE PROCEEDINGS, LOSSES, LIABILITIES, DAMAGES, PENALTIES, FINES, LIENS, JUDGMENTS, COSTS OR EXPENSES WHATSOEVER, WHETHER DIRECT OR INDIRECT, KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, THAT MAY ARISE ON ACCOUNT OF OR IN ANY WAY BE CONNECTED WITH OR RELATED TO THE PHYSICAL, GEOLOGICAL OR ENVIRONMENTAL CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, ANY PAST OR PRESENT CONDITION OF OR ACTION ON OR ABOUT THE PROPERTY (INCLUDING, WITHOUT LIMITATION, THE PRESENCE OF HAZARDOUS OR TOXIC MATERIAL AT, UNDER OR IN THE GENERAL VICINITY OF THE PROPERTY) OR THE CURRENT OR PREVIOUS VIOLATION OF ENVIRONMENTAL LAWS AT THE PROPERTY, IF ANY; provided, however, that the above release of the City shall not apply to any claims against the City related to fraud, intentional misrepresentation, and the enforcement of this Agreement

iii. As noted above, Developer is taking the Property in its current condition, without any express or implied warranties by the City as to its physical condition. Accordingly, during the Due Diligence Period, Developer shall have the right to complete, at Developer's sole cost, all due diligence activities with respect to the Property and feasibility analysis of the Project desired by Developer (including, without limitation, a title search, environmental review or land survey), provided that Developer complies with the terms of this Agreement. Developer shall have the right to terminate this Agreement, for any reason or no reason, during the Due Diligence Period by providing written notice to the City. It shall be Developer's responsibility to determine the condition of the Property during the Due Diligence Period; provided, however, that the City agrees to provide Developer, at Developer's request, with any documentation relating to the Property's condition that is in the City's possession and reasonable control

but without any representation or warranty that such documentation is complete or accurate. Further, it shall be Developer's responsibility to determine the state of title of the Property, including any recorded covenants or restrictions, during the Due Diligence Period through a title search and other due diligence; provided, however, that the City agrees to provide Developer, at Developer's request, with any title documentation relating to the Property that is in the City's possession and reasonable control but without any representation or warranty that such documentation is complete or accurate.

iv. Prior to the Closing Date, in advance of any entry onto the Property, Developer shall provide the City with evidence that Buyer has in force such liability insurance policies and coverages that the City may reasonably request, naming the City as an additional insured. When completing its due diligence activities, Developer shall not have any right to conduct any soil, soil gas, or groundwater testing or sampling or any drilling, boring or other intrusive, invasive or destructive due diligence testing of the Property ("Invasive Testing") without the prior written consent of the City, which shall not be unreasonably withheld. If Developer desires to conduct any Invasive Testing, Developer shall request such consent in writing with a detailed proposed plan of investigation, and the City shall respond within five (5) business days of receiving such request either by approving or disapproving such request, and the City's failure to timely respond shall be deemed a disapproval of Developer's request. Developer and the City agree to cooperate in good faith in the scheduling, rescheduling and implementation of any approved Invasive Testing to allow the City, at the City's option, to arrange for its consultants to observe such Invasive Testing. Without limiting the other obligations of Developer in this Agreement, (A) Developer shall hold harmless, indemnify and defend the City from and against any and all claims, liability and losses, and expenses related thereto (including reasonable attorneys' fees), which the City incurs arising or asserted to arise out of, any activity of Developer, or any of Developer's agents, conducted on the Property prior to Closing, and (B) in the event Developer exercises its right to terminate this Agreement during the Due Diligence Period or otherwise elects not to or fails to purchase the Property from the City, Developer shall, at its sole cost and expense, promptly restore any physical damage or alteration of the physical condition of the Property that results from any Invasive Testing or other due diligence activities conducted by or on behalf of Developer. The obligations of Developer in this subsection shall survive termination of this Agreement.

b. *Project.* The Developer, at its cost and expense, agrees to construct, install, furnish, equip and maintain the Project pursuant to the terms and conditions set forth herein. Except as provided for herein, Developer shall pay all costs and expenses associated with construction and installation of the Project.

c. *Construction Spend.* Developer shall, in combination with all Condo Unit Owners, no later than the Project Completion Deadline spend at least the Minimum Construction Cost in hard construction costs at the Property in connection with the Project and consistent with the approved Project Cost Breakdown. Without limitation, the following shall not be included when calculating whether such construction spend requirement has been met: (i) furnishings, decorations or other personal property, (ii) any soft construction costs, (iii) construction costs which are inconsistent with the approved

Project Cost Breakdown (as may be amended and approved as set forth herein), or (iv) Developer's expenses from purchasing the Property.

d. *Appraised Value of Project.* The combined appraised value of the Project and the Phase I Project shall equal at least the Minimum Combined Appraised Value no later than twelve (12) months following the Project Completion Deadline.

e. *Return of Property.*

i. If Developer fails to commence construction on the Project on or prior to the Project Commencement Deadline, in addition to any other remedies available to the City pursuant to this Agreement or applicable law, the City, at its option as exercised in its sole discretion, may by written notice to Developer require Developer to commence construction or if not commenced, transfer the Property to the City pursuant to a special warranty deed within ten (10) days following Developer's receipt of such notice from the City and the City shall reimburse the Purchase Price to Developer. The City shall provide such notice to Developer to transfer the Property within 60 days after the Project Commencement Deadline or the City shall be deemed to have waived its right to do so.

ii. If Developer does not substantially complete construction of the Project, which expressly excludes the interior portions of any Condo Unit which may be customized by any Condo Unit Owner, on or prior to the Project Completion Deadline, or if the Project is not constructed in substantial compliance, as determined by the City in its sole discretion, with the Plans or the consents, approvals or permits issued by any governmental authority with respect to the construction of the Project, the City, at its option as exercised in its sole discretion, may by written notice to Developer require Developer to substantially complete or bring the Project into compliance therewith within ten (10) days or if not substantially completed or brought into compliance, to transfer the Property to the City pursuant to a special warranty deed within ten (10) days following Developer's receipt of such notice from the City. Upon the transfer of the Property to the City pursuant to the foregoing sentence, the City shall reimburse the Purchase Price to Developer and shall pay Developer an amount for the value of any improvements constructed on the Property as of the date of the notice to Developer, as determined by a third-party independent appraisal by an appraiser chosen by the City in its reasonable discretion. The City shall provide such notice to Developer to transfer the Property within 60 days after the Project Completion Deadline or the City shall be deemed to have waived its right to do so.

iii. The City's right to the return of the Property included in this Section shall be explicitly stated in the Memorandum.

3. Commitments of the City.

a. *Sale of the Property.* Subject to the terms and conditions of this Agreement, the City agrees to sell to Developer the Property for the Purchase Price on the Closing Date. The City shall convey the Property to Developer by the Deed, subject to all matters of record other than monetary liens, including, without limitation, the Riverfront

Declaration, unless the City agrees, in the City's discretion, to clear any matters of record or attach a list of permitted encumbrances based on a title search by Developer's title company provided to the City by Developer during the Due Diligence Period. The City's sole obligation shall be to deliver the Deed to Developer at Closing; provided, however, that the City agrees to cooperate with Developer's and Developer's title company's reasonable requests to execute additional closing documentation reasonably requested by Developer and provided to the City for review prior to the Closing Date, but only if such documentation does not subject the City, in the City's reasonable determination, to any additional obligations or liabilities. Any transfer taxes, recording fees, title insurance fees, due diligence expenses and other closing costs in connection with such conveyance shall be at Developer's expense. Developer understands and agrees that the City's conveyance is limited to the City's right, title, and interest in and to the Property. Should Developer desire to obtain title insurance or a survey in connection with this conveyance, such items shall be at Developer's sole cost and expense.

b. *Tax Increment Grant.* Subject to the terms and conditions of this Agreement, the City agrees to provide a grant to Developer based on a percentage of the Annual Tax Increment (the "Tax Increment Grant"). The Tax Increment Grant shall be made in up to two (2) annual installments on or before November 1 of each year based on seventy percent (70%) of the Annual Tax Increment, up to a cumulative maximum amount of Four Hundred Eighty-five Thousand Dollars (\$485,000.00); provided, however, that the amount of the Tax Increment Grant in each year is further limited to the amount of the Annual Tax Increment actually appropriated for use as the Tax Increment Grant by the City Council for such year. The first annual payment of the Tax Increment Grant shall be in November of the year following the year the Project is completed in accordance with this Agreement. In the event that Developer fails to meet all conditions precedent for an installment of the Tax Increment Grant for a given year, such installment shall be forfeited for such year. The City makes no representation or covenant, express or implied, that any non-zero Tax Increment Grant Amount will be generated and/or appropriated in any given year or that, in the aggregate, all such installments will be sufficient to total the Tax Increment Grant set forth above. Any Annual Tax Increment which is not appropriated and allocated toward the Tax Increment Grant may be used by the City for any legally permitted purpose, in its sole discretion. The City reserves the right to accelerate payments of the Tax Increment Grant.

c. *Street Improvements; Interim Easement.* Subject to the terms and conditions of this Agreement, the City agrees to extend Fulton Street along with all public utilities to the property line of the Property prior to the Project Completion Deadline. Prior to the Project Completion Deadline, the City shall also complete all such other associated sidewalks, parking lots/onstreet parking and streetscaping approved as part of the general and precise plans approved by the UDD zoning needed, in the reasonable determination of the City, to support the City and in keeping with the overall project contemplated by the Plans. Prior to the dedication of the extension of Fulton Street, the City shall grant a temporary access easement to Developer to access the Property for construction purposes. Developer agrees to execute such documentation as is reasonably necessary to terminate such easement upon the public dedication of the street expansion.

d. *Performance Amphitheater Facility.* The City and Developer shall work together to build a performance amphitheater facility adjacent to the Property. Developer shall fund, or raise funds to pay for, a portion of the construction costs to be determined by a plan approved by the City through its Parks and Recreation Committee and Developer.

4. Conditions Precedent to the City's Obligations.

a. In addition to all other conditions and requirements set forth in this Agreement, all of the obligations of the City under this Agreement are conditioned upon the satisfaction of each and every one of the following conditions:

i. Developer shall promptly provide the City with (A) evidence that Developer is authorized to enter into this Agreement and that the persons signing this Agreement on behalf of Developer are authorized to so sign this Agreement and to bind Developer to the terms and conditions of this Agreement, (B) a certified copy of the organizational documents for Developer, (C) a certificate of status issued by the Wisconsin Department of Financial Institutions or the applicable jurisdiction for Developer, and (D) resolutions or consents of the board of directors, partners or members, as the case may be, for Developer approving this Agreement and the transactions which are the subject of this Agreement. Developer shall provide this documentation on or before the Effective Date.

ii. No uncured default, or event which with the giving of notice or lapse of time or both would be a default, shall exist under this Agreement. Developer shall not be in default (beyond any applicable period of grace) of any of its obligations under any other agreement or instrument with respect to the Project to which Developer is a party or an obligor.

iii. The City, through its City Council, shall have approved or authorized this Agreement and the transactions contemplated herein, and all the conditions to such approval shall have been satisfied.

iv. Developer, at its cost, shall provide the Project Cost Breakdown to the City, which must be acceptable in all respects to the City, provided that such acceptance may not be unreasonably conditioned, withheld or delayed.

v. Developer shall provide the Plans to the City. The Plans must be acceptable in all respects to the City, provided that such acceptance may not be unreasonably conditioned, withheld or delayed.

vi. Developer shall provide the City with a detailed completion schedule for the Project which must be acceptable to the City, provided that such acceptance may not be unreasonably conditioned, withheld or delayed. Such schedule shall specify the timing of all material aspects of the Project. Any revisions to such completion schedule shall be subject to the City's review and approval. The parties acknowledge and agree that due to the nature of the construction industry, certain unavoidable delays may arise, from time-to-time, which may result in incidental changes to the completion schedule. In such event, the parties agree to cooperate in good faith to adjust the completion schedule to account for said delays and not to declare a default for such incidental changes. The parties acknowledge and agree that due to the nature of condominium units,

construction, and sales, some construction on the interior portions of Condo Units may not be completed until a Condo Unit is sold, and in such event, the parties agree to cooperate in good faith to adjust the completion schedule to account for said timing and not to declare a default for such changes; provided, however, that this timing flexibility for Condo Unit sales applies only to the completion of the interior of the affected Condo Units and not the larger Project.

vii. Developer shall submit an executed copy of the construction contract or design-building agreement for the Project to the City. Such construction contract or design-building agreement must be reasonably acceptable to the City, provided that such acceptance shall not be unreasonably conditioned, withheld, or delayed. Among other requirements, Developer agrees, and agrees to cause its general contractor to agree, to use local subcontractors and tradespersons whenever reasonably practical.

viii. Developer shall execute and deliver any and all other documents reasonably required by the City effect the transactions contemplated by this Agreement.

ix. Developer shall provide financial information of the Developer to the City, which information shall be in form and content acceptable to the City, including, without limitation, evidence that the Developer has available funds sufficient to complete the Project.

x. Developer shall provide evidence that the Third-Party Loan has closed and is available for disbursement for construction costs.

b. In addition to all other conditions and requirements set forth in this Agreement, the obligation of the City under this Agreement to sell the Property to Developer is conditioned upon the satisfaction of each and every one of the following conditions:

i. No uncured default, or event which with the giving of notice or lapse of time or both would be a default, shall exist under this Agreement. Developer shall not be in default (beyond any applicable period of grace) of any of its obligations under any other agreement or instrument with respect to the Project to which Developer is a party or an obligor.

ii. Developer shall provide evidence that the Memorandum will be recorded, at Developer's expense, immediately after the Deed.

iii. To the extent modified, Developer shall provide an updated Project Cost Breakdown to the City, which must be acceptable in all respects to the City, provided that such acceptance may not be unreasonably conditioned, withheld or delayed.

iv. Developer shall have executed and delivered such other closing documentation reasonably requested by the City or Developer's title company, if any.

c. In addition to all other conditions and requirements set forth in this Agreement, the obligations of the City under this Agreement to provide disbursements of the Tax

Increment Grant are conditioned upon the satisfaction of each and every one of the following conditions:

i. No uncured default, or event which with the giving of notice or lapse of time or both would be a default, shall exist under this Agreement. Developer shall not be in default (beyond any applicable period of grace) of any of its obligations under any other agreement or instrument with respect to the Project to which Developer is a party or an obligor.

ii. Project completion and lien-free and fully-paid construction shall have occurred on or prior to the Project Completion Deadline, and Developer shall provide the City with such documentation as the City may reasonably require to evidence the same.

iii. Developer shall provide the City with written evidence of Developer's expenditures with respect to the construction spend requirement in Section 2.c above, together with such other documentation as the City may reasonably require, such as lien waivers for such work.

iv. Developer shall provide the City with written evidence of Developer's satisfaction of the appraised value requirement in Section 2.d. above.

v. Developer shall provide the City with evidence that the Memorandum was either recorded before any mortgages, leases or any other assignment of the Property, or that such pre-existing mortgagee, lessee and/or assignee has agreed in writing to the terms and conditions of this Agreement.

vi. Developer, at its cost, shall provide copies of the Condominium Documents (and, if applicable, any amendments thereto) to the City, which must be acceptable in all respects to the City, provided that such acceptance may not be unreasonably conditioned, withheld or delayed.

All submissions given to the City to satisfy the conditions contained in this Section 4 must be satisfactory in form and content to the City, in its reasonable discretion.

5. Additional Representations, Warranties and Covenants of Developer. Developer represents and warrants to the City and covenants with the City as follows:

a. All copies of documents, contracts and agreements which Developer has furnished and will furnish to the City are true and correct in all material respects.

b. Developer will pay for, or cause to be paid for, all work performed and materials furnished for the Project.

c. No statement of fact by Developer contained in this Agreement and no statement of fact furnished or to be furnished by Developer to the City pursuant to this Agreement contains or will contain any untrue statement of a material fact or omits or will omit to state a material fact necessary in order to make the statements herein or therein contained not misleading at the time when made.

- d. Developer is a limited liability company duly formed and validly existing and has the power and all necessary licenses, permits and franchises to own its assets and properties and to carry on its business. Developer is duly licensed or qualified to do business and in good standing in the State of Wisconsin and all other jurisdictions in which failure to do so would have a material adverse effect on its business or financial condition.
- e. The execution, delivery and performance of this Agreement have been duly authorized by all necessary action of Developer and constitute the valid and binding obligations of Developer enforceable in accordance with their terms, subject only to applicable bankruptcy, insolvency, reorganization, moratorium, general principles of equity, and other similar laws of general application affecting the enforceability of creditors' rights generally.
- f. The execution, delivery, and performance of Developer's obligations pursuant to this Agreement will not violate or conflict with Developer's organizational documents or any indenture, instrument or agreement by which Developer is bound, nor will the execution, delivery, or performance of Developer's obligations pursuant to this Agreement violate or conflict with any law applicable to Developer or the Project.
- g. To the best of the Developer's knowledge, there is no litigation or proceeding pending or threatened against or affecting Developer or the Project that would adversely affect the Project or Developer or the enforceability of this Agreement, the ability of Developer to complete the Project or the ability of Developer to perform its obligations under this Agreement.
- h. To the best of the Developer's knowledge, the Project Cost Breakdown approved by the City accurately reflects all Project costs that will be incurred in the development, completion, construction, furnishing and equipping of the Project, and the City is entitled to rely on the Project Cost Breakdown. Developer knows of no previously undisclosed circumstances presently existing or likely to occur which would or could be expected to result in a material variation or deviation from the Project Cost Breakdown.
- i. To the best of the Developer's knowledge, no Default, or event which with the giving of notice or lapse of time or both would be a Default, exists under this Agreement, and Developer is not in default (beyond any applicable period of grace) of any of its obligations under any other agreement or instrument entered into in connection with the Project.
- j. Construction of the Project shall commence not later than the Project Commencement Deadline (provided that if such date falls on a non-business day, this requirement shall be satisfied so long as commencement occurs on the next business day), and Developer will continue construction of the Project diligently and shall complete construction of the Project no later than the Project Completion Deadline. Construction of the Project shall proceed and be completed substantially in accordance with the construction schedule approved by the City in accordance with Section 4.a.vi.
- k. Developer will conform and comply with, and will cause the Project to be in conformance and compliance with all applicable federal, state, local and other laws, rules, regulations and ordinances, including without limitation, all zoning and land division

laws, rules, regulations and ordinances, all building codes and ordinances of the City, all environmental laws, rules, regulations and ordinances. Developer covenants that it will perform and observe the covenants contained in, and the Project will conform and comply with, the covenants, restrictions, documents or instruments governing the Property.

l. Developer will cause the Project to be constructed in a good and workmanlike manner and substantially in accordance with the Plans for the Project. Developer shall not materially alter the Plans previously approved by the City without the prior written consent of the City, which consent shall not be unreasonably withheld, conditioned or delayed.

m. Except as otherwise set forth herein, Developer will not, without the City's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed, materially change the scope of the Project, the Plans, or the uses of the Project. Except as otherwise set forth herein or unless otherwise agreed in writing by the City, the construction, development and operation of the Property and the Project shall be in substantial conformity with the Proposal.

n. Developer shall have in effect at all times, all permits, approvals and licenses as may be required by any governmental authority or non-governmental entity in connection with the development, construction, management and operation of the Project.

o. From time to time at the request of the City, Developer shall provide financial information relating to the Project to the City, which information shall be in form and content acceptable to the City.

p. Except for sales of Condo Units to Condo Unit Owners, prior to completion of the Project, Developer shall not sell, assign, transfer, or convey the Property during the term of this Agreement unless it first obtains the prior written consent of the City, which consent may be withheld in the City's reasonable discretion.

q. To the extent they are not the responsibility of any Condo Unit Owner or a condominium association formed pursuant to the Condominium Documents to govern the Condo Units, Developer agrees to pay timely all generally applicable property taxes assessed and levied in connection with the Property under applicable property tax laws, rules, rates, regulations and ordinances in effect from time to time; provided, however, that Developer and any Condo Unit Owner shall have the right to lawfully dispute the property taxes so long as Developer otherwise complies with this Agreement, including, without limitation, payment by Developer of any payment in lieu of taxes as required herein. Nothing in this Agreement shall impair any statutory rights of the City and other taxing authorities with respect to the assessment, levy, priority, collection and/or enforcement of real estate and personal property taxes.

r. In the event the Property, or any part of it, becomes exempt or partially exempt from general property taxes during the term of this Agreement, Developer and its successors and assigns shall make annual payments in lieu of taxes to the City in an amount equal to the property taxes that would otherwise have been paid as property taxes on the Property, or the applicable portion thereof, or such other amount as may be agreed upon in writing with the City. This payment in lieu of taxes requirement shall: (1) be

referenced in the Memorandum; (2) run with the land; (3) bind all owners in title to the Property; and (4) be in effect until the later of termination of this Agreement and termination of both of the tax incremental districts comprising the TID. Developer's obligation to pay such payments in lieu of taxes shall survive the termination of this Agreement.

s. Developer understands and agrees that its use of the Property shall be subject to the terms and conditions of all recorded documentation, including, without limitation, the Riverfront Declaration.

t. Developer shall execute the Memorandum.

The representations and warranties contained herein shall be true and correct at all times as required by this Agreement. Developer shall comply with all covenants contained herein at all times during the term of this Agreement.

6. Defaults and Remedies.

a. *Default by Developer.* The occurrence of any one or more of the following events shall constitute a default ("Default") hereunder:

i. Developer shall fail to pay any amounts due from it under this Agreement within ten (10) days after written notice of nonpayment from the City to Developer; or

ii. Any representation or warranty made by Developer in this Agreement, or any document or financial statement delivered by Developer pursuant to this Agreement, shall prove to have been false in any material respect as of the time when made or given; or

iii. Developer shall breach or fail to perform timely or observe timely any of its covenants or obligations (other than payment obligations, which is addressed in subparagraph i above, and the specific defaults listed in subparagraphs iv through x below) under this Agreement, and such failure shall continue for thirty (30) days following written notice thereof from the City to Developer (or such longer period of time as is necessary to cure the default as long as Developer has commenced the cure of the default within the 30-day period, is diligently pursuing the cure of the default; or

iv. Construction of the Project shall be abandoned for more than sixty (60) consecutive days, or if the Project is not completed on or before the Project Completion Deadline, or if any portion of the Project shall be damaged by fire or other casualty and not promptly repaired, rebuilt or replaced; or

v. Developer shall: (A) become insolvent or generally not pay, or be unable to pay, or admit in writing its/his inability to pay, its debts as they mature; or (B) make a general assignment for the benefit of creditors or to an agent authorized to liquidate any substantial amount of its assets; or (C) become the subject of an "order for relief" within the meaning of the United States Bankruptcy Code, or file a petition in bankruptcy, for reorganization or to effect a plan or other arrangement with creditors; or (D) have a petition or application

filed against it in bankruptcy or any similar proceeding, or have such a proceeding commenced against it/him, and such petition, application or proceeding shall remain undismissed for a period of ninety (90) days or Developer shall file an answer to such a petition or application, admitting the material allegations thereof; or (E) apply to a court for the appointment of a receiver or custodian for any of its assets or properties, or have a receiver or custodian appointed for any of its/his assets or properties, with or without consent, and such receiver shall not be discharged within ninety (90) days after its/his appointment; or (F) adopt a plan of complete liquidation of its assets; or

vi. If Developer shall dissolve or shall cease to exist; or

vii. A default shall occur and remain beyond any applicable notice and cure periods on any other indebtedness of or loan to Developer, or a default shall occur and remain beyond any applicable notice and cure periods under any mortgage or other lien or encumbrance affecting the Property or the Project.

b. *City Remedies.* In the event of Default by Developer, the City, may take any one or more of the following actions:

i. The City may suspend their performance under this Agreement until it receives assurances from Developer, deemed adequate by the City, that Developer will cure its default and continue its performance under this Agreement.

ii. The City may take any action, including legal or administrative action, in law or equity, which may appear necessary or desirable to enforce performance and observance of any obligation, agreement or covenant of the Developer under this Agreement, including securing an injunction to prevent harm.

iii. Upon the occurrence of any Default, any amounts due to the City shall accrue interest at the rate of one percent (1%) per month.

c. *Default by City; Developer Remedies.* In the event the City is in default hereunder, Developer shall be entitled to take any action allowed by applicable law by virtue of said default provided that Developer first gives the City written notice of default describing the nature of the default, what action, if any, is deemed necessary to cure the same and specifying a time period of not less than thirty (30) days in which the default may be cured by the City. In the event of a default by the City that remains uncured, Developer may seek any remedy available to Developer under the terms of this Agreement or take any other action, including legal or administrative action, in law or equity, which may appear necessary or desirable to enforce performance and observance of any obligation, agreement or covenant of the City under this Agreement, including securing an injunction to prevent harm.

d. *Indemnification.* Subject to the limitation described herein and except for any misrepresentation or any misconduct of any of the indemnified parties, Developer shall indemnify, save harmless and defend the City and its respective officer, agents and employees from and against any and all liability, suits, actions, claims, demands, losses, costs, damages and expenses of every kind and description, including reasonable attorney costs and fees, for claims of any kind including liability and expenses in connection with

the loss of life, personal injury or damage to property, or any of them brought (i) because of any Default or (ii) because of any injuries or damages received or sustained by any persons or property on account of or arising out of the construction and/or operations of the Project and the Property to the extent caused by the negligence or willful misconduct on Developer's part or on the part of its agents, contractors, subcontractors, invitees or employees, at any time. This Section 6.d shall survive termination of this Agreement.

7. Termination. Except for the terms which expressly survive termination and provided no Default exists, this Agreement shall terminate upon the latest to occur of (i) Project completion, and (ii) termination of both of the tax incremental districts comprising the TID.

8. Force Majeure. For the purposes of any provisions of the Agreement, a party shall not be considered in breach or default of its obligations in the event of delay in the performance of such obligations due to causes beyond its reasonable control and without its fault or negligence, including but not restricted to acts of God, acts of public enemy, acts of adjoining property owners, governmental authority, fires, floods, epidemics, quarantine restrictions, strikes, embargoes, unavailable materials, and unusually severe weather; it being the parties' purpose and intent of this provision that in the event of the occurrence of any such delay, the time or times of performance of any of the obligations of such party shall be equitably extended for the period of the delay.

9. Miscellaneous.

a. Assignment. Developer shall have the right to assign this Agreement to any other party with the prior written consent of the City prior to the Project's completion, which consent may be withheld in the City's reasonable discretion. Following the Project's completion, Developer shall have the right to assign this Agreement to any other party without the prior written consent of the City provided that the assignee has accepted all rights duties and obligations of the Developer under this Agreement. The provisions of this Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties.

b. Recording. Recording of this Agreement is prohibited except for the recording of the Memorandum.

c. Notices. All notices hereunder must be in writing and must be sent by United States registered or certified mail (postage prepaid) or by an independent overnight courier service, addressed to the addresses specified below:

Notices to Developer:

Riverlife Condos LLC
517 Franklin Street
Wausau, WI 54403
Attn: Mitch Viegut

with a copy to:
Mallery & Zimmerman S.C.
Attn: Sheldon Oppermann
500 Third Street, Suite 800
Wausau, WI 54403

Notices to the City:

City of Wausau
407 Grant Street
Wausau, WI 54403
Attn: City Clerk

with a copy to:

City of Wausau
407 Grant Street
Wausau, WI 54403
Attn: City Attorney

Notices given by mail are deemed delivered within (3) three business days after the party sending the notice deposits the notice in the United States Post Office. Notices delivered by courier are deemed delivered on the next business day after the party delivering the notice timely deposits the Notice with the courier for overnight (next day) delivery.

d. No Personal Liability. Under no circumstances shall any alderperson, council member, officer, official, director, attorney, employee or agent of the City have any personal liability arising out of this Agreement, and no party shall seek or claim any such personal liability.

e. Waiver; Amendment. No waiver, amendment, or variation in the terms of this Agreement shall be valid unless in writing and signed by the City and Developer, and then only to the extent specifically set forth in writing. Nothing contained in this Agreement is intended to or has the effect of releasing Developer from compliance with all applicable laws, rules, regulations and ordinances in addition to compliance with all terms, conditions and covenants contained in this Agreement.

f. Entire Agreement. This Agreement and the documents executed pursuant to this Agreement contain the entire understanding of the parties with respect to the subject matter hereof. There are no restrictions, promises, warranties, covenants or undertakings other than those expressly set forth in this Agreement and the documents executed in connection with this Agreement. This Agreement and the documents executed in connection herewith supersede all prior negotiations, agreements and undertakings between the parties with respect to the subject matter hereof.

g. No Third-Party Beneficiaries. This Agreement is intended solely for the benefit of Developer and the City, and no third party (other than successors and permitted assigns) shall have any rights or interest in any provision of this Agreement, or as a result of any action or inaction of the City in connection therewith. Without limiting the foregoing, no approvals given pursuant to this Agreement by Developer or the City, or any person acting on behalf of any of them, shall be available for use by any contractor or other person in any dispute relating to construction of the Project.

h. Severability. If any covenant, condition, provision, term or agreement of this Agreement is, to any extent, held invalid or unenforceable, the remaining portion thereof and all other covenants, conditions, provisions, terms, and agreements of this Agreement will not be affected by such holding, and will remain valid and in force to the fullest extent by law.

i. Governing Law. This Agreement is governed by, and must be interpreted under, the internal laws of the State of Wisconsin. Any suit arising or relating to this Agreement must be brought in Marathon County, Wisconsin.

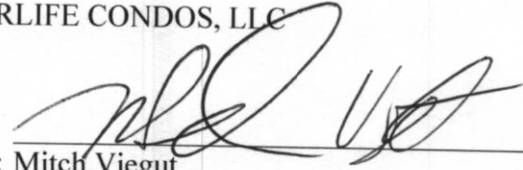
- j. Time is of the Essence. Time is of the essence with respect to this performance of every provision of this Agreement in which time of performance is a factor.
 - k. Relationship of Parties. This Agreement does not create the relationship of principal and agent, or of partnership, joint venture, or of any association or relationship between the City and Developer.
 - l. Captions and Interpretation. The captions of the articles and sections of this Agreement are to assist the parties in reading this Agreement and are not a part of the terms of this Agreement. Whenever required by the context of this Agreement, the singular includes the plural and the plural includes the singular.
 - m. Counterparts/Electronic Signature. This Agreement may be executed in several counterparts, each of which shall be deemed an original but all of which counterparts collectively shall constitute one instrument representing the agreement among the parties. Facsimile signatures and PDF email signatures shall constitute originals for all purposes.
10. Joint and Several Obligations. If Developer consists of more than one entity, each such entity shall be jointly and severally liable for the payment and performance of all obligations of Developer under this Agreement and the City may bring suit against each such entity, jointly or severally, or against any one or more of them.

[SIGNATURE PAGE FOLLOWS]

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

DEVELOPER:

RIVERLIFE CONDOS, LLC

By: 

Name: Mitch Viegut

Title: Managing Member

10/30/20

THE CITY

CITY OF WAUSAU

By: _____

Katie Rosenberg, Mayor

Attest: _____

Name: Leslie M. Kremer, Clerk

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

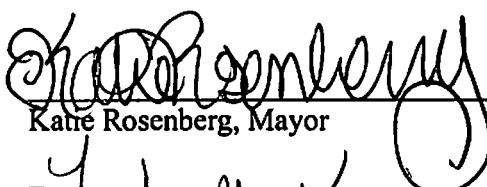
DEVELOPER:

RIVERLIFE CONDOS, LLC

By: _____
Name: Mitch Viegut
Title: Managing Member

THE CITY

CITY OF WAUSAU

By: _____
Katie Rosenberg, Mayor

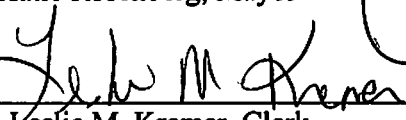
Attest: _____
Name: Leslie M. Kremer, Clerk

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

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° 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 5°23'07" W, 1711.49 feet to the point of beginning;

Thence along the arc of a curve to the right having a chord bearing of S 61°32'12" W and a chord distance of 57.40 feet and a radius of 440.50 feet; thence along the arc of a non-tangential curve to the left having a chord bearing of N 24°42'38" W and a chord distance of 34.00 feet and a radius of 167.00 feet; thence along the arc of a non-tangential curve to the right having a chord bearing of S 67°11'43" W and a chord distance of 27.30 feet and a radius of 406.50 feet to the Westerly line of said Lot2; thence along said Westerly line and along the arc of a curve to the left having a chord bearing of N 32°58'05" W and a chord distance of 4.44 feet and a radius of 140.00 feet; thence along said Westerly line and along the arc of a curve to the right having a chord bearing of N 19°08'18" W and a chord distance of 61.06 feet and a radius of 120.00 feet; thence N 4°24'00" W, along said Westerly line, 278.84 feet; thence along said Westerly line and along the arc of a curve to the right having a chord bearing of N 6°18'00" E and a chord distance of 37.13 feet and a radius of 100.00 feet; thence N 17°00'00" E, along said Westerly line, 28.66 feet; thence S 85°06'38" E, 103.87 feet; thence S 4°53'30" W, 296.41 feet; thence along the arc of a curve to the left having a chord bearing of S 14°03'31" E and a chord distance of 44.16 feet and a radius of 68.00 feet; thence S 33°00'23" E, 59.23 feet to the point of beginning, said parcel containing 0.852 acres.

PIN: Part of 291-2907-253-0622

EXHIBIT B

FORM OF RECORDABLE SHORT FORM MEMORANDUM

[Attach to this cover page.]

**MEMORANDUM OF
DEVELOPMENT AGREEMENT**
(Riverlife – Phase II)

Document Number

Document Name

THIS MEMORANDUM OF DEVELOPMENT AGREEMENT (this “Memorandum”) is made and entered into as of the ____ day of _____, 2020, by and between the CITY OF WAUSAU, a Wisconsin municipal corporation located at 407 Grant Street, Wausau, WI 54403 (the “City”), on the one hand, and RIVERLIFE CONDOS, LLC, a Wisconsin limited liability company, with offices located at 517 Franklin Street, Wausau, WI 54403 (“Developer”), on the other hand (the City and Developer are referred to herein, collectively, as the “Parties”).

WHEREAS, the Parties entered into a certain Development Agreement (Riverlife – Phase II) dated as of October 30, 2020 (as may be amended from time to time, the “Development Agreement”) with respect to certain property described on Exhibit A attached hereto (the “Property”); and

WHEREAS, pursuant to the Development Agreement, the City has transferred the Property to Developer; and

WHEREAS, the Parties desire to place this Memorandum of record in the real estate records for Marathon County, Wisconsin to provide notice to third parties of the Development Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Development Agreement.

a. Notice is hereby given that the Parties have entered into the Development Agreement affecting the Property. Until termination of the Development Agreement, the Development Agreement runs with the Property and is binding upon, benefits and burdens the Property, Developer and any subsequent owner and/or mortgagee of all or any portion of the Property and each of their successors and assigns. The Development Agreement imposes certain obligations, liabilities and restrictions on the owners and/or mortgagees of all or any portion of the Property; including, without limitation, the obligation to pay certain amounts to the City, including certain annual "Shortfall Payments" (as defined in the Development Agreement.

b. The term of the Development Agreement commences as of the effective date of the Development Agreement and terminates as provided therein.

Recording Area

Name and Return Address

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

See Exhibit A attached

Parcel Identification Number (PIN)

This is not homestead property.

c. The Development Agreement contains a right of the City to require the Developer to transfer the Property back to the City if certain conditions are not satisfied, as set forth in the Development Agreement.

d. The Development Agreement contains certain rights of the City to receive a payment in lieu of taxes in the event the Property, or any part of it, becomes exempt or partially exempt from general property taxes during the term of the Development Agreement, as set forth in the Development Agreement.

2. Miscellaneous.

a. The terms, conditions and other provisions of the Development Agreement are set forth in the Development Agreement, express reference to which is made for greater particularity as to the terms, conditions and provisions thereof. A copy of the Development Agreement is available upon request from the City at the offices of the City Clerk.

b. This Memorandum is not a complete summary of the Development Agreement. Provisions in this Memorandum shall not be used to interpret the provisions of the Development Agreement. In the event of conflict between this Memorandum and the unrecorded Development Agreement, the unrecorded Development Agreement shall control.

c. This Memorandum may be executed in several counterparts, each of which shall be deemed an original but all of which counterparts collectively shall constitute one instrument representing the agreement among the Parties.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Parties have executed this Memorandum as of the date first set forth above.

DEVELOPER:

RIVERLIFE CONDOS, LLC

By: [NOT FOR SIGNATURE]

Name: Mitch Viegut

Title: Managing Member

STATE OF WISCONSIN)
) ss.
COUNTY OF _____)

Personally came before me this _____ day of _____, 2020, Mitch Viegut, to me known to be the person who executed the foregoing instrument and to me known to be the Managing Member of Riverlife Condos, LLC, a Wisconsin limited liability company, and acknowledged that he executed the foregoing instrument as such authorized representative of said entity and with its authority.

Print Name: _____
Notary Public, State of Wisconsin
My commission: _____

THE CITY:

THE CITY OF WAUSAU, WISCONSIN

By: [NOT FOR SIGNATURE]
Katie Rosenberg, Mayor

Attest:

By: [NOT FOR SIGNATURE]
Leslie M. Kremer, Clerk

STATE OF WISCONSIN)
) ss.
COUNTY OF MARATHON)

Personally came before me this ____ day of _____, 20____, Katie Rosenberg and Leslie M. Kremer, as Mayor and Clerk, respectively, 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.

Print Name: _____
Notary Public, State of Wisconsin
My commission: _____

This instrument was drafted by:

Isaac J. Roang, Esq.
Quarles & Brady LLP
411 East Wisconsin Avenue
Milwaukee, WI 53202

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

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 $5^{\circ} 23' 07''$ W, 1711.49 feet to the point of beginning;

Thence along the arc of a curve to the right having a chord bearing of S $61^{\circ} 32' 12''$ W and a chord distance of 57.40 feet and a radius of 440.50 feet; thence along the arc of a non-tangential curve to the left having a chord bearing of N $24^{\circ} 42' 38''$ W and a chord distance of 34.00 feet and a radius of 167.00 feet; thence along the arc of a non-tangential curve to the right having a chord bearing of S $67^{\circ} 11' 43''$ W and a chord distance of 27.30 feet and a radius of 406.50 feet to the Westerly line of said Lot2; thence along said Westerly line and along the arc of a curve to the left having a chord bearing of N $32^{\circ} 58' 05''$ W and a chord distance of 4.44 feet and a radius of 140.00 feet; thence along said Westerly line and along the arc of a curve to the right having a chord bearing of N $19^{\circ} 08' 18''$ W and a chord distance of 61.06 feet and a radius of 120.00 feet; thence N $4^{\circ} 24' 00''$ W, along said Westerly line, 278.84 feet; thence along said Westerly line and along the arc of a curve to the right having a chord bearing of N $6^{\circ} 18' 00''$ E and a chord distance of 37.13 feet and a radius of 100.00 feet; thence N $17^{\circ} 00' 00''$ E, along said Westerly line, 28.66 feet; thence S $85^{\circ} 06' 38''$ E, 103.87 feet; thence S $4^{\circ} 53' 30''$ W, 296.41 feet; thence along the arc of a curve to the left having a chord bearing of S $14^{\circ} 03' 31''$ E and a chord distance of 44.16 feet and a radius of 68.00 feet; thence S $33^{\circ} 00' 23''$ E, 59.23 feet to the point of beginning, said parcel containing 0.852 acres.

PIN: Part of 291-2907-253-0622

FIRST AMENDMENT TO DEVELOPMENT AGREEMENT

This FIRST AMENDMENT TO DEVELOPMENT AGREEMENT (this "First Amendment") is entered into as of the 12th day of January, 2022 (the "Effective Date") by and between the CITY OF WAUSAU, a Wisconsin municipal corporation (the "City"), and RIVERLIFE CONDOS, LLC, a Wisconsin limited liability company ("Developer").

RECITALS

- A. The City and Developer entered into a certain DEVELOPMENT AGREEMENT (Riverlife – Phase II) dated as of October 30, 2020 (the "Development Agreement") for the development of certain property as described in more particularity therein (the "Project").
- B. Unforeseen conditions various other factors prevented Developer from beginning the Project as planned and as scheduled, and without adjustments to Project and the Development Agreement the Project cannot proceed.
- C. The City and Developer desire to amend the Development Agreement and proceed with a revised Project, as described herein.

Now, therefore, the City and Developer agree as follows.

AGREEMENT

1. Definitions.

- a. The following changes are incorporated into Section 1. of the Development Agreement:
 - 1.h "Closing Deadline" is revised to be
"no less than 10 days prior to the Project Commencement Deadline"
 - 1.z "Project Commencement Deadline" is revised to April 15, 2022.
 - 1.aa "Project Completion Deadline" is revised to July 15, 2023.
- b. The following definitions are added to Section 1 of the Development Agreement:
 - 1.ii "Water Line" means the water line existing on the Property as of the date hereof, the age of which is unknown, but which may potentially be at or near the end of its useful life.
 - 1.mm "Temporary Construction Easement" has the meaning given to it in Section 3.f. below.

2. Commitments of Developer. The following is added as section 2.f. of the Development Agreement:

f. *Soil Management Plan.* Without limiting the Generality of Section 5.k of this Agreement, with respect to any contaminated soils found in, on, or under the Property, Developer must adequately document (with respect to photos/descriptions/precautions/dates/removal/storage) any contaminated soils which are removed and/or re-located or stored in

different areas of the Property in accordance with a Wisconsin Department of Natural Resources ("WDNR") pre-approved soil management plan (the "Soil Management Plan"). Developer shall develop and obtain approval of the Soil Management Plan prior to Closing.

3. Commitments of the City

- a. In the second sentence of Section 3.b of the Development Agreement, the text "two (2) annual installments" is replaced with "five (5) annual installments".
- b. In the second sentence of Section 3.c of the Development Agreement, the text "Prior to the Project Completion Deadline" is replaced with "Prior to May 31, 2023".
- c. Section 3.d of the Development Agreement is deleted in its entirety and of no further effect.
- d. The following is added as Section 3.e of the Development Agreement:
 - e. *Existing Water Line.* The City shall be responsible for the Water Line and its current condition whether or not there are defects in the Water Line known or unknown. The location of the Water Line shall be properly recorded in the survey prepared by Developer and, at Closing and as a condition of Closing, Developer shall grant the City an easement for the water line, provided the easement also documents the City's responsibility for the repairs, replacement and maintenance of the Water Line. Notwithstanding the foregoing, the Developer shall promptly repair, at its cost, any damage to the Water Line that newly occurs as a direct result of the acts of the Developer or the Developer's general contractor or its subcontractors.
- e. The following is added as Section 3.f of the Development Agreement:
 - f. *Temporary Access Easement.* In addition to the temporary easement granted in Section 3.c above, the City shall also grant to Developer the temporary easement over the City owned Land adjacent to the Property during Construction for the purposes of taking delivery of and temporary storage of building materials other than soils, and other items related to the Project ("Temporary Construction Easement"). As a condition of the Temporary Construction Easement, the Developer shall repair any damage caused by its use of the Temporary Construction Easement area if any; provided, however, that Developer's repair obligation shall not extend to existing damage (whether or not currently known) that is merely discovered by its use of the Temporary Construction Easement, except to the extent such damage is exacerbated due to Developer's negligence or willful misconduct or that of its agents, contractors, subcontractors, invitees or employees. Developer agrees to execute such

documentations as reasonably necessary to terminate the Temporary Construction Easement at the completion of the Project.

- f. The following is added as Section 3.g of the Development Agreement:
 - g. Clean-Up Grant. Subject to the terms and conditions of this Agreement, the City shall provide a grant to Developer in the amount of Fifty Thousand and 00/100 Dollars (\$50,000.00) (the "Clean-Up Grant") to partially reimburse costs Developer incurs related to the proper removal and disposal of contaminated soils from the Property in strict compliance with the Soil Management Plan; provided, however, that in no event shall the Clean-Up Grant exceed the actual costs incurred by Developer for such removal and disposal of contaminated soils, as documented to the City's reasonable satisfaction. The City may have representatives present to assist in determining what contaminated soils do and do not have to be removed from the Property. Upon Developer's satisfaction of all of the conditions set forth in Section 4.c of this Agreement, the Clean-Up Grant shall be payable to Developer within thirty (30) days after written request from Developer.

4. Other Revisions to the Development Agreement.

- a. In the lead sentence of Section 4.c of the Development Agreement, the text "and the Clean-Up Grant" is inserted after the words "the Tax Increment Grant".
- b. In Section 8 of the Development Agreement, the text "pandemics including but not limited to COVID-19 and its variants," is added between the words "epidemics" and "quarantine restrictions".
- c. The notice contact information for Developer in Section 9.c of the Development Agreement is updated to the following:

Notices to Developer:	with a copy to:
Riverlife Condos LLC	Weld Riley S.C.
517 Franklin Street	Attn: Sheldon Oppermann
Wausau, WI 54403	500 Third Street, Suite 800
Attn: Mitch Viegut	Wausau, WI 54403
- d. Exhibit A of the Development Agreement is hereby replaced with the EXHIBIT A (replacement) attached to this First Amendment.

5. Conditions Precedent. The effectiveness of this First Amendment is conditioned upon the satisfaction of each and every one of the following conditions:

- a. The City, through its City Council, shall have approved or authorized this First Amendment and the transactions contemplated herein, and all the conditions to such approval shall have been satisfied.

- b. Except for defaults that will no longer exist when this First Amendment takes effect, no uncured default of Developer, or event which with the giving of notice or lapse of time or both would be a default of Developer, shall exist under the Development Agreement. Developer shall not be in default (beyond any applicable period of grace) of any of its obligations under any other agreement or instrument with respect to the Project to which Developer is a party or an obligor.
- 6. **Reaffirmation of Development Agreement.** The Development Agreement, as modified by this First Amendment, remains in full force and effect, and all terms of the Development Agreement, as modified hereby, are hereby ratified and reaffirmed. The provisions of the Development Agreement not affected by this First Amendment remain in full force and effect.
- 7. **Representations and Warranties of Developer.** Developer hereby represents and warrants to the City that:
 - a. After giving effect to this First Amendment, all of the representations and warranties made by Developer in the Development Agreement are true and accurate in all material respects on the Effective Date, and no event of default under the Development Agreement has occurred and is continuing as of the Effective Date.
 - b. The making, execution and delivery of this First Amendment, and performance of and compliance with the terms of the Development Agreement, as amended, have been duly authorized by all necessary action of Developer. This First Amendment is the valid and binding obligation of Developer, enforceable against Developer in accordance with its terms.
- 8. **Miscellaneous.** If any provision of this First Amendment or the application thereof to any person or circumstance is or shall be deemed illegal, invalid or unenforceable, the remaining provisions of this First Amendment shall remain in full force and effect and this First Amendment shall be interpreted as if such illegal, invalid or unenforceable provision did not exist. This First Amendment may be executed in multiple counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. The parties agree that faxed and electronically scanned signatures shall be binding on all parties. This First Amendment shall be governed in all respects by the laws of the State of Wisconsin.

[Signature Page Follows]

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

DEVELOPER:

RIVERLIFE CONDOS, LLC

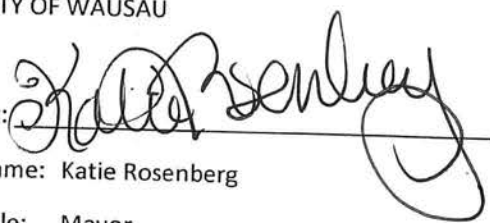
By: 

Name: Mitch Viegut

Title: Managing Member

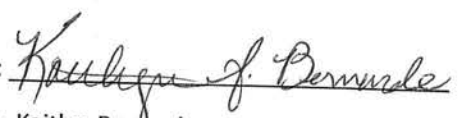
CITY:

CITY OF WAUSAU

By: 

Name: Katie Rosenberg

Title: Mayor

Attest: 

Name: Kaitlyn Bernarde

Title: Clerk

EXHIBIT A (replacement)

LEGAL DESCRIPTION OF THE PROPERTY

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 the Northwest 1/4 of the Southwest ¼, Section 25, and part of Government Lot 6, Section 26, Township 29 North, Range 7 East, City of Wausau, Marathon County, Wisconsin.

PIN: 291.2907.264.0968

QB\71638657.4

SECOND AMENDMENT TO DEVELOPMENT AGREEMENT

This SECOND AMENDMENT TO DEVELOPMENT AGREEMENT (this "Second Amendment") is entered into as of the 5th day of April, 2022 (the "Effective Date") by and between the CITY OF WAUSAU, a Wisconsin municipal corporation (the "City"), and RIVERLIFE CONDOS, LLC, a Wisconsin limited liability company ("Developer").

RECITALS

- A. The City and Developer entered into a certain DEVELOPMENT AGREEMENT (Riverlife – Phase II) dated as of October 30, 2020, as amended by that certain FIRST AMENDMENT TO DEVELOPMENT AGREEMENT, dated January 12, 2022 (the "Development Agreement") for the development of certain property as described in more particularity therein (the "Project"). Any capitalized term used herein but not defined shall have the meaning assigned to that term in the Development Agreement.
- B. Revisions made to the legal description of the Property necessitated revisions to the Riverfront Declarations as set forth in the draft of the Second Amendment to East Riverfront Declaration, dated January 1, 2022, attached hereto as Exhibit A (the "Riverfront Declaration Amendment"). In order to sign and record the Riverfront Declaration Amendment, the City needs to approve the Riverfront Declaration Amendment, which cannot occur until April 12, 2022.
- C. Pursuant to the Development Agreement, the Closing Deadline for the transfer of the Property from the City to Developer is April 5, 2022. The parties desire that the Riverfront Declaration Amendment be recorded prior to the transfer of the Property from the City to Developer, which cannot occur until the City approves the Riverfront Declaration Amendment.
- D. The City and Developer desire to amend the Development Agreement and proceed with a revised Project, as described herein.

Now, therefore, for good and valuable consideration the receipt and sufficiency which are hereby acknowledged, the City and Developer agree as follows.

1. Amendments to Deadlines.

- a. Section 1.h of the Development Agreement is hereby amended such that the Closing Deadline shall be August 5, 2022.
- b. Section 1.z. of the Development Agreement is hereby amended such that the Project Commencement Deadline shall be August 15, 2022.
- c. Section 1.aa. of the Development Agreement is hereby amended such that the Project Completion Deadline shall be November 13, 2023.

- 2. **Riverfront Declaration Amendment.** Developer hereby acknowledges and agrees that the Riverfront Declaration Amendment is acceptable to Developer and Developer hereby consents to the Riverfront Declaration Amendment being recorded prior to the recording of the Deed.

3. **Temporary Access Easement.** The City and Developer hereby acknowledge and agree that the extension of Fulton Street and the dedication of such extension have both occurred in accordance with Section 3c. of the Development Agreement. As such, the City and Developer hereby agree that the temporary access easement referenced in Section 3c. of the Development Agreement is no longer necessary and, therefore, Section 3c. of the Development Agreement is null and void.
4. **Easements.** Developer has reviewed, hereby approves, and hereby consents to the recording immediately following the Deed and the Memorandum of, the following easements attached:
 - a. Temporary Construction Easement attached hereto as Exhibit B-1.
 - b. Watermain Easement attached hereto as Exhibit B-2.
 - c. Irrigation and Electrical Easement attached hereto as Exhibit B-3.
5. **Conditions Precedent.** The effectiveness of this Second Amendment is conditioned upon the satisfaction of each and every one of the following conditions:
 - a. The City, through its City Council, shall have approved or authorized this Second Amendment and the transactions contemplated herein, and all the conditions to such approval shall have been satisfied.
 - b. Except for defaults that will no longer exist when this Second Amendment takes effect, no uncured default of Developer, or event which with the giving of notice or lapse of time or both would be a default of Developer, shall exist under the Development Agreement. Developer shall not be in default (beyond any applicable period of grace) of any of its obligations under any other agreement or instrument with respect to the Project to which Developer is a party or an obligor.
6. **Reaffirmation of Development Agreement.** The Development Agreement, as modified by this Second Amendment, remains in full force and effect, and all terms of the Development Agreement, as modified hereby, are hereby ratified and reaffirmed. The provisions of the Development Agreement not affected by this Second Amendment remain in full force and effect.
7. **Representations and Warranties of Developer.** Developer hereby represents and warrants to the City that:
 - a. After giving effect to this Second Amendment, all of the representations and warranties made by Developer in the Development Agreement are true and accurate in all material respects on the Effective Date, and no event of default under the Development Agreement has occurred and is continuing as of the Effective Date.
 - b. The making, execution and delivery of this Second Amendment, and performance of and compliance with the terms of the Development Agreement, as amended, have been duly authorized by all necessary action of Developer. This Second Amendment is the valid and binding obligation of Developer, enforceable against Developer in accordance with its terms.

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

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

DEVELOPER:

RIVERLIFE CONDOS, LLC

By: *Mitch Viegut*

Name: Mitch Viegut

Title: Managing Member

CITY:

CITY OF WAUSAU

By: *Katie Rosenberg*

Name: Katie Rosenberg

Title: Mayor

Attest: *Kaitlyn Bernarde*

Name: Kaitlyn Bernarde

Title: Clerk

EXHIBIT A

RIVERFRONT DECLARATION AMENDMENT

[To be attached.]

**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, 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 (as amended, 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

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)

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. Exhibit A of the Declaration is hereby replaced in its entirety by Exhibit A-2 attached hereto. Exhibit B of the Declaration is hereby replaced in its entirety by Exhibit B-2 attached hereto. Exhibit C of the Declaration is hereby replaced in its entirety by Exhibit C-2 attached hereto. Exhibit D of the Declaration is hereby replaced in its entirety by Exhibit D-2 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-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 ¼ of the Southwest ¼, 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 ¼ of the Southwest ¼ 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

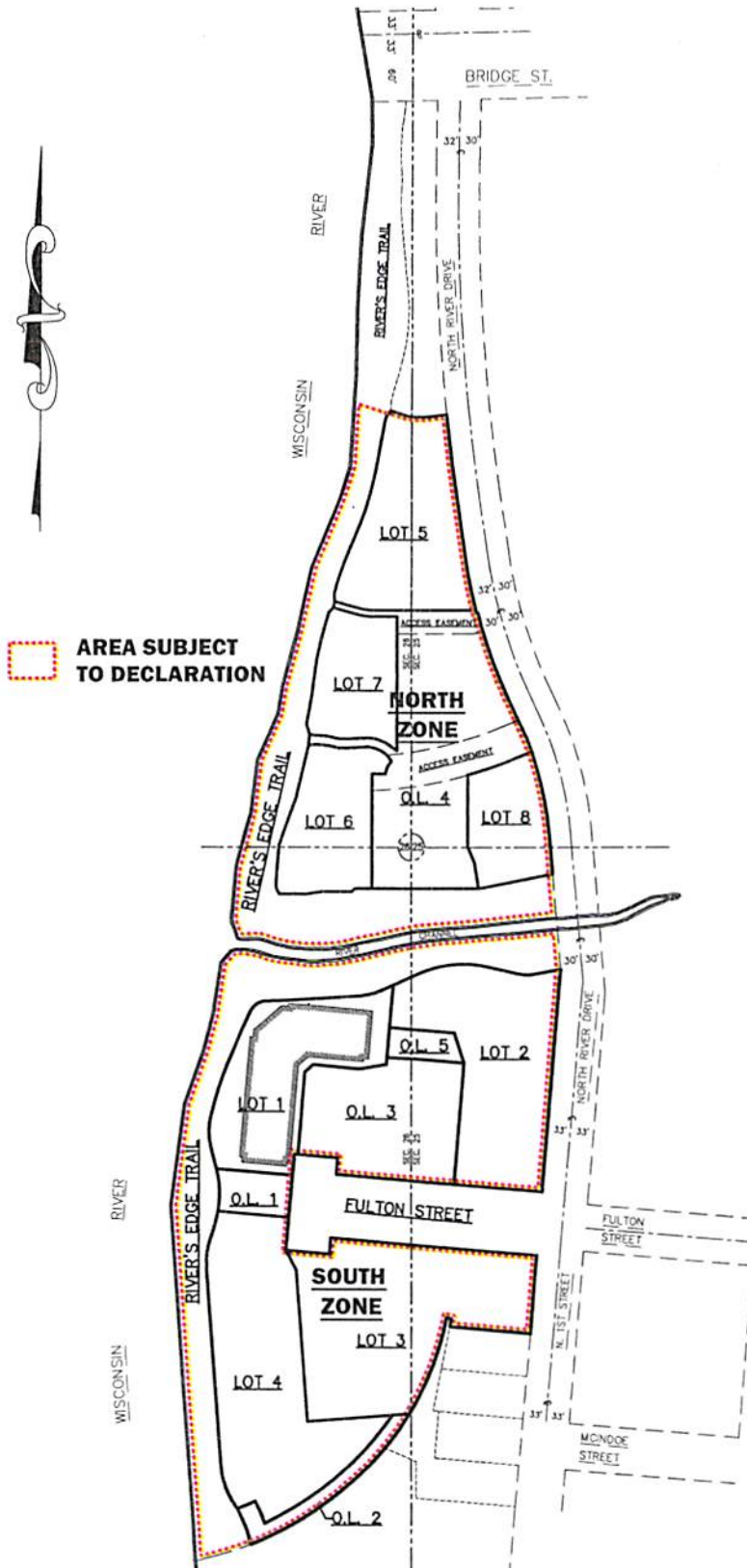
EXHIBIT B-2

DEPICTION OF LOTS, COMMON AREAS AND ZONES

[Updated diagram attached to this cover page.]

EXHIBIT MAP

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



O:\Engineering\DWG\PC020813\2021\0813-04-map-2020s-1A-additional-RW-lot1-rec2-red-uts3-4.dwg, 9/27/2021 9:13:26 AM, 1:1



SCALE IN FEET
0 50 100 200

EXHIBIT C-2

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 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°31'02" W, 2765.53 feet to the point of beginning;

Thence N 54°45'57" W, 14.40 feet; thence along the arc of a curve to the left having a chord bearing of N 74°07'58" W and a chord distance of 35.00 feet and a radius of 52.77 feet; thence S 86°30'00" W, 26.00 feet; thence along the arc of a curve to the right having a chord bearing of N 84°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°41'48" W and a chord distance of 30.00 feet and a radius of 93.85 feet; thence N 75°19'59" W, 7.52 feet; thence N 18°19'50" W, 15.00 feet; thence N 10°24'03" E, 41.51 feet; thence N 7°52'08" E, 40.32 feet; thence along the arc of a curve to the right having a chord bearing of N 11°54'56" E and a chord distance of 40.65 feet and a radius of 288.00 feet; thence N 15°57'44" E, 38.16 feet; thence N 40°04'23" E, 9.84 feet; thence S 73°56'10" E, 31.84 feet; thence along the arc of a curve to the left having a chord bearing of S 81°58'05" E and a chord distance of 30.46 feet and a radius of 109.00 feet; thence N 90°00'00" E, 29.83 feet; thence S 0°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 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 1°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°39'02" E and a chord distance of 75.22 feet and a radius of 596.67 feet; thence N 67°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°25'39" E and a chord distance of 120.33 feet and a radius of 462.33 feet; thence S 4°57'01" E, along said Easterly line, 55.00 feet; thence S 78°58'35" W, 108.00 feet; thence N 9°31'27" W, 36.94 feet; thence N 23°00'00" W, 25.00 feet; thence N 0°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 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 1°31'45" E, 2155.38 feet to the point of beginning;

Thence N 4°52'48" E, 170.97 feet; thence N 17°54'14" W, 44.53 feet; thence N 85°07'43" W, 93.19 feet to the Westerly line of said Lot 2; thence N 4°56'02" E, along said Westerly line, 60.04 feet to the Northerly line of said Lot 2; thence N 66°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°45'00" E and a chord distance of 94.61 feet and a radius of 150.00 feet; thence S 76°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°26'00" E and a chord distance of 20.05 feet and a radius of 50.00 feet; thence N 80°00'00" E, along said Northerly line, 40.96 feet to the Easterly line of said Lot 2; thence S 4°52'17" W, along said Easterly line, 314.48 feet; thence N 85°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 1/4 of the Southwest ¼, 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°39'22" E, along the Westerly line of said Lot 2, 31.84 feet; thence S 4°25'04" E, along the Westerly line, 212.33 feet; thence N 85°34'56" E, along the boundary of said Lot 2, 120.91 feet to the beginning of said line; Thence continuing N 85°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-2
Page 4

EXHIBIT D-2

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

EXHIBIT B-1

TEMPORARY CONSTRUCTION EASEMENT

[To be attached.]

**TEMPORARY CONSTRUCTION
EASEMENT AGREEMENT**

THIS INDETURE 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, Grantor, and RIVERLIFE CONDOS, LLC, Grantee;

WITNESSETH:

That, pursuant to Section 3(f) of the Development Agreement, dated October 30, 2020, as amended (the "Development Agreement"), between Grantor and Grantee with respect to the Property as described therein, and in consideration of the sum of one dollar (\$1.00) and other good and valuable consideration paid to Grantor by Grantee, receipt of which is hereby acknowledged, Grantor, has this day conveyed, transferred, and delivered unto Grantee a temporary easement and right-of-way and right to enter upon the Easement Area as hereinafter described at any time to allow Grantee to receive delivery of, and the temporary storage of, building materials other than soils, and other items related to the Project as defined in the Development Agreement.

This temporary easement ceases upon 60 days following Project Completion (as defined in the Development Agreement), or July 15, 2023, whichever is earlier.

The Easement Area is described as follows:

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 Government Lot 6, Section 26, Township 29 North, Range 7 East, City of Wausau, Marathon County, Wisconsin, described as follows:

The Westerly 120 feet of the Northerly 260 feet of said Lot 2.

In further consideration of this easement by Grantor, Grantee forever agrees to hold Grantor harmless from all damages, loss or claim which may arise from the existence, use, and/or maintenance of the easement granted herein. No buildings or structures shall be constructed upon or across the Easement Area by Grantee.

Grantee shall repair any damage caused by its use of the Easement Area if any; provided, however, that Grantee's repair obligation shall not extend to existing damage (whether or not currently known) that is merely discovered by its use of the Easement Area, except to the extent such damage is exacerbated due to Grantee's negligence or willful misconduct or that of its agents, contractors, subcontractors, invitees or employees.

Grantor covenants that it is lawfully seized and possessed of the real estate above described and that it will defend the title thereto against the lawful claims of all persons whomsoever.

This agreement shall run with the land, encumbering the property encompassed by the easement in perpetuity, and shall be binding upon and shall benefit the parties hereto and their respective successors and assigns.

Recording Area

Name and Return Address

City of Wausau Attorney's Office
407 Grant Street
Wausau WI 54403

PIN: 291.2907.253.0643

IN WITNESS WHEREOF, we have hereunto set our hands and seals as of the day and year first above written.

CITY OF WAUSAU BY:

RIVERLIFE CONDOS, LLC BY:

Katie Rosenberg, Mayor

Mitch Viegut, Managing Member

Kaitlyn A. Bernarde, Clerk

STATE OF WISCONSIN)
) ss.
COUNTY OF MARATHON)

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

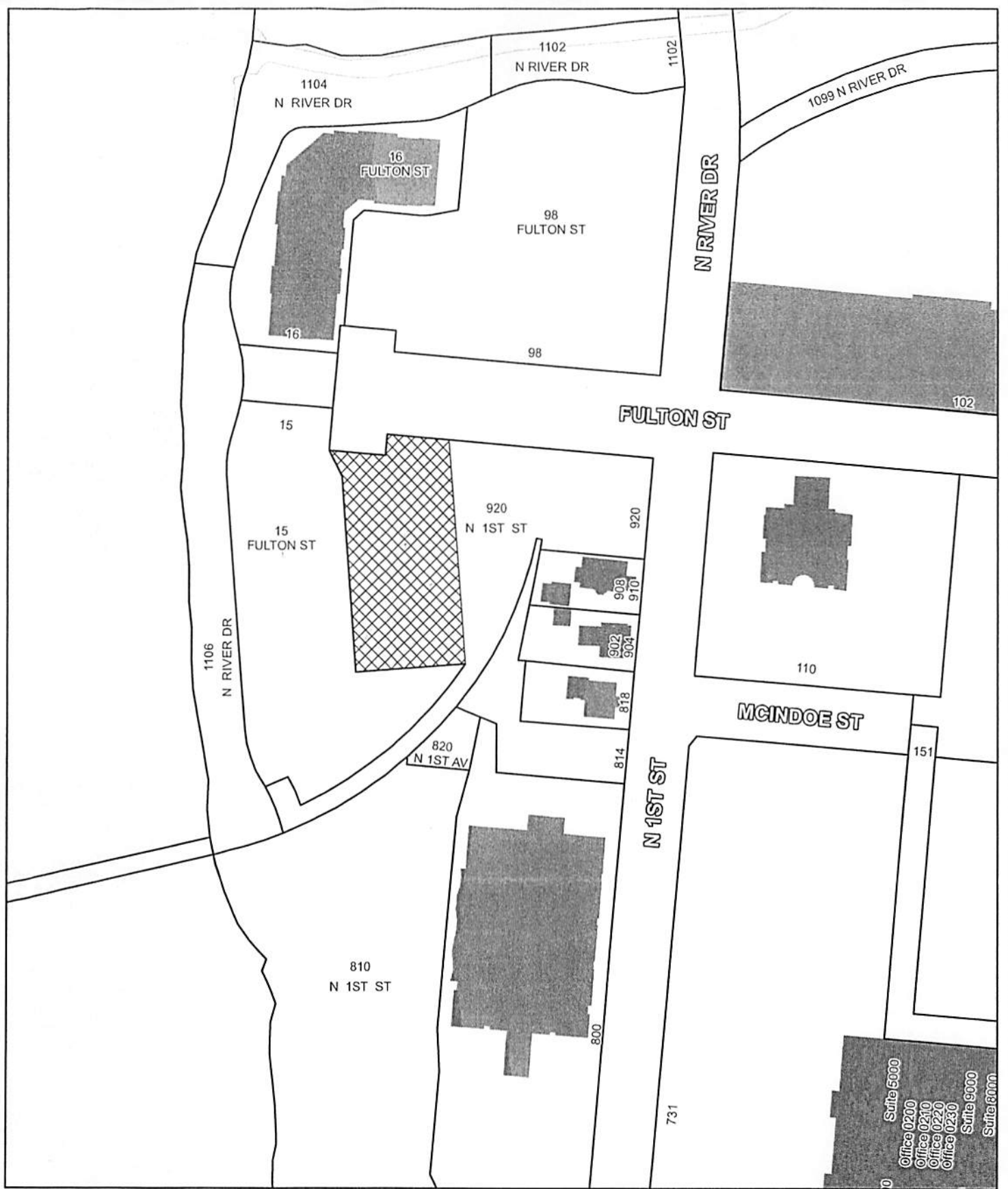
Notary Public, Wisconsin
My commission: _____

STATE OF WISCONSIN)
) ss.
COUNTY OF MARATHON)

Personally came before me this _____ day of _____, 2022, the above Mitch Viegut, Managing Member of RIVERLIFE CONDOS, LLC to me known to be the person(s) who executed the foregoing instrument and acknowledged the same on behalf of RIVERLIFE CONDOS, LLC.

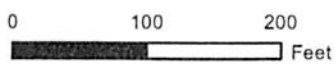
Notary Public, Wisconsin
My commission: _____

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



Map Date: January 14, 2022

City of Wausau
Marathon County Wisconsin



Legend

- Parcels
- Building Footprints
- Proposed Temporary Construction Easement

Map Location



EXHIBIT B-2

WATERMAIN EASEMENT

[To be attached.]

Document No.

EASEMENT AGREEMENT

Document Title

THIS AGREEMENT, made this _____ day of _____, 2022, by and between, RIVERLIFE CONDOS, LLC, Grantor, and the CITY OF WAUSAU, a municipal corporation of the State of Wisconsin, Grantee;

WITNESSETH:

That in consideration of the sum of one dollar (\$1.00) and other good and valuable consideration paid to Grantor by Grantee, receipt of which is hereby acknowledged, Grantor, has this day conveyed, transferred, and delivered unto Grantee a permanent easement and right-of-way and perpetual right to enter upon the real estate hereinafter described at any time to construct, reconstruct, maintain, inspect and/or repair a watermain which may be constructed through and under the lands hereinafter described.

The permanent easement and perpetual right of entry is described as follows:

Part of 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, described as follows:

Commencing at the Easterly-most corner of Lot 1, the point of beginning;

Thence S 85°34'56" W, along the boundary of said Lot 1, 120.91 feet to the Easterly line of said Lot 1; thence S 87°51'27" W, 127.24 feet to the Westerly line of said Lot 1; thence S 4°24'00" E, along said Westerly line, 40.03 feet; thence N 87°51'27" E, 126.46 feet; thence N 85°34'56" E, 85.94 feet to the Southeasterly line of said Lot 1; thence along said Southeasterly line and along the arc of a curve to the left having a chord bearing of N 37°23'09" E and a chord distance of 53.66 feet and a radius of 440.50 feet to said Easterly-most corner of Lot 1, the point of beginning.

In further consideration of this easement by Grantor, Grantee forever agrees to hold Grantor harmless from all damages, loss, or claims in any way arising out of, or resulting from or connected with the presence or operation of Grantee's facilities or equipment on Grantor's property or any activities or operations undertaken by Grantee under or in connection with this easement. Grantee further agrees that it will use good faith reasonable efforts to return the disturbed lands and surface improvements and landscaping subject to this easement to a similar condition which existed prior to the construction.

Except with Grantee's express written permission, no buildings or structures except surface improvements such as, but not limited to, asphalt pavement, sidewalk, curb and gutter, etc. shall be constructed upon or across the permanent easement lands; nor shall large trees be planted upon the permanent easement lands, but small trees and shrubs not exceeding approximately eight feet in height at maturity are permitted.

Grantor covenants that it is lawfully seized and possessed of the real estate above described and that it will defend the title thereto against the lawful claims of all persons whomsoever.

Recording Area

Name and Return Address
City Attorney's Office
407 Grant Street
Wausau WI 54403

PIN: 291-2907-264-0968

This agreement shall run with the land, encumbering the property encompassed by the easement in perpetuity, and shall be binding upon and shall inure to the benefit of the parties hereto and to their respective successors and assigns.

[SIGNATURE PAGE FOLLOWS.]

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

RIVERLIFE CONDOS, LLC BY:

CITY OF WAUSAU BY:

Mitch Viegut, Managing Member

Katie Rosenberg, Mayor

Kaitlyn A. Bernarde, City Clerk

STATE OF WISCONSIN)
) ss.
COUNTY OF MARATHON)

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.

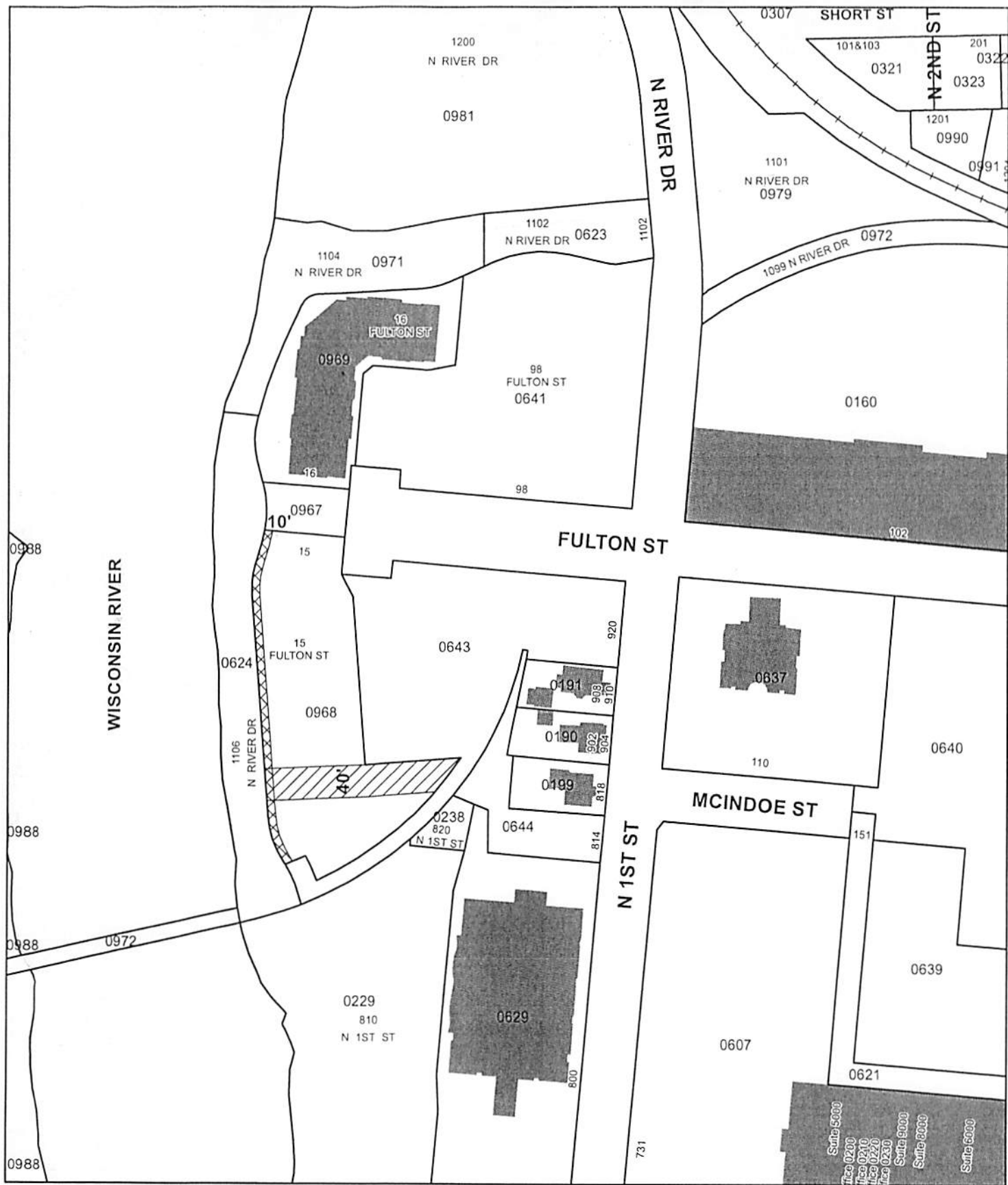
Notary Public, Wisconsin
My commission expires:_____

STATE OF WISCONSIN)
) ss.
COUNTY OF MARATHON)

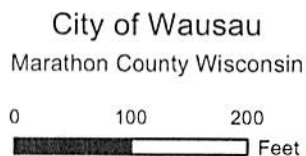
Personally came before me this_____day of_____, 2022, the above named Mitch Viegut, Managing Member of Riverlife Condos, LLC., to me known to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public, Wisconsin
My commission expires:_____

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



Map Date: March 8, 2022



Legend

Parcels

Building Footprints

Proposed Easement

Electrical & Irrigation (10')

Watermain (40')

Map Location



EXHIBIT B-3

IRRIGATION AND ELECTRICAL EASEMENT

[To be attached.]

Document No.

EASEMENT AGREEMENT

Document Title

THIS AGREEMENT, made this _____ day of _____, 2022, by and between, RIVERLIFE CONDOS, LLC, a Wisconsin limited liability company, Grantor, and the CITY OF WAUSAU, a municipal corporation of the State of Wisconsin, Grantee;

WITNESSETH:

That in consideration of the sum of one dollar (\$1.00) and other good and valuable consideration paid to Grantor by Grantee, receipt of which is hereby acknowledged, Grantor, has this day conveyed, transferred, and delivered unto Grantee a permanent easement and right-of-way and perpetual right to enter upon the real estate hereinafter described at any time to construct, reconstruct, maintain, inspect and/or repair irrigation and electrical infrastructure which may be constructed through and under the lands hereinafter described.

The permanent easement and perpetual right of entry is described as follows:

Part of 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, described as follows:

The Westerly 10 feet of said Lot 1.

In further consideration of this easement by Grantor, Grantee forever agrees to hold Grantor harmless from all damages, loss, or claims in any way arising out of, or resulting from or connected with the presence or operation of Grantee's facilities or equipment on Grantor's property or any activities or operations undertaken by Grantee under or in connection with this easement. Grantee further agrees that it will use good faith reasonable efforts to return the disturbed lands and surface improvements and landscaping subject to this easement to a similar condition which existed prior to the construction.

Except with Grantee's express written consent, no buildings, structures or surface improvements such as, but not limited to, asphalt pavement or sidewalk shall be constructed upon or across the permanent easement lands; nor shall large trees be planted upon the permanent easement lands, but small trees and shrubs not exceeding approximately eight feet in height at maturity are permitted.

Grantor covenants that it is lawfully seized and possessed of the real estate above described and that it will defend the title thereto against the lawful claims of all persons whomsoever.

This agreement shall run with the land, encumbering the property encompassed by the easement in perpetuity, and shall be binding upon and shall inure to the benefit of the parties hereto and to their respective successors and assigns.

Recording Area

Name and Return Address
City Attorney's Office
407 Grant Street
Wausau WI 54403

PIN: Part of 291-2907-264-0968

[SIGNATURE PAGE FOLLOWS]

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

RIVERLIFE CONDOS, LLC BY:

CITY OF WAUSAU BY:

Mitch Viegut, Managing Member

Katie Rosenberg, Mayor

Kaitlyn A. Bernarde, City Clerk

STATE OF WISCONSIN)
) ss.
COUNTY OF MARATHON)

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.

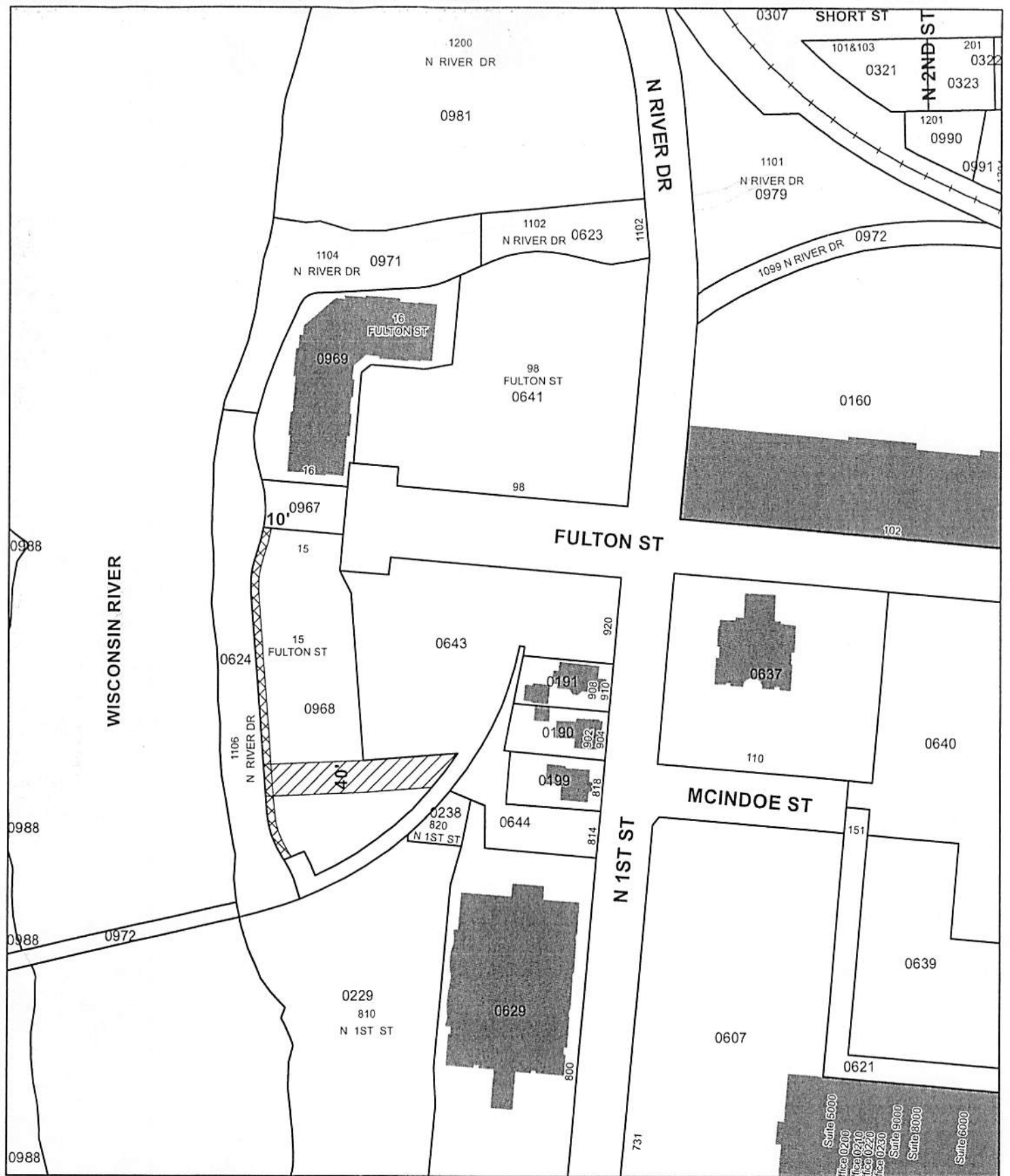
Notary Public, Wisconsin
My commission expires: _____

STATE OF WISCONSIN)
) ss.
COUNTY OF MARATHON)

Personally came before me this _____ day of _____, 2022, the above named, Mitch Viegut, Managing Member of Riverlife Condos, LLC, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public, Wisconsin
My commission expires: _____

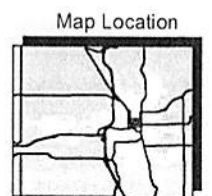
This instrument was drafted by
Anne L. Jacobson, City Attorney
for the City of Wausau
407 Grant, Street
Wausau WI 54403-4783



City of Wausau
Marathon County Wisconsin

0 100 200
Feet

- Legend**
- Parcels
 - Building Footprints
 - Proposed Easement**
 - Electrical & Irrigation (10')
 - Watermain (40')



THIRD AMENDMENT TO DEVELOPMENT AGREEMENT

This THIRD AMENDMENT TO DEVELOPMENT AGREEMENT (this "Third Amendment") is entered into as of the 5th day of August, 2022 (the "Effective Date") by and between the CITY OF WAUSAU, a Wisconsin municipal corporation (the "City"), and RIVERLIFE CONDOS, LLC, a Wisconsin limited liability company ("Developer").

RECITALS

- A. The City and Developer entered into a certain DEVELOPMENT AGREEMENT (Riverlife – Phase II) dated as of October 30, 2020, ("Original Agreement") as amended by that certain FIRST AMENDMENT TO DEVELOPMENT AGREEMENT, dated January 12, 2022 (the "First Amendment") and further amended by that certain SECOND AMENDMENT TO DEVELOPMENT AGREEMENT, dated April 5, 2022 (the "Second Amendment") for the development of certain property as described in more particularity therein (the "Project"). The Original Agreement as amended by the First Amendment and the Second Amendment is referred to herein, collectively, as the "Development Agreement". Any capitalized term used herein but not defined shall have the meaning assigned to that term in the Development Agreement.
- B. Pursuant to the Development Agreement, the Closing Deadline for the transfer of the Property from the City to Developer is currently August 5, 2022.
- C. The City and Developer desire to amend the Development Agreement and proceed with a revised Project, as described herein.

Now, therefore, for good and valuable consideration the receipt and sufficiency which are hereby acknowledged, the City and Developer agree as follows.

1. Amendments to Deadlines and Other Dates.

- a. Section 1.h of the Development Agreement is hereby amended such that the Closing Deadline shall be November 1, 2022.
- b. Section 1.z. of the Development Agreement is hereby amended such that the Project Commencement Deadline shall be April 1, 2023.
- c. Section 1.aa. of the Development Agreement is hereby amended such that the Project Completion Deadline shall be May 1, 2024.
- d. With respect to the agreed-upon form of the Riverfront Declaration Amendment attached as Exhibit A to the Second Amendment, the effective date in the first paragraph is hereby changed from "January 1, 2022" to the Closing Date. Additionally, Developer consents to the Riverlife Declaration Amendment containing a provision which delays the commencement of assessments under the Riverfront Declaration to January 1, 2023, subject to approval by the City Council.
- e. With respect to the agreed-upon form of Temporary Construction Easement attached as Exhibit B-1 to the Second Amendment, in the third paragraph (regarding easement termination) the text "July 15, 2023" is changed to "December 15, 2023".

2. **Tax Increment Grant.** With respect to Section 3.b. of the Development Agreement, Developer understands that the first installment of the Tax Increment Grant will likely be derived from payments on a tax bill which was based on a property assessment completed prior to the completion of the Project, and, as such, the Tax Increment Grant payment from this "partial assessment" will likely be lower than later payments based on assessments completed after Project completion.
3. **Conditions Precedent.** The effectiveness of this Third Amendment is conditioned upon the satisfaction of each and every one of the following conditions:
 - a. The City, through its City Council, shall have approved or authorized this Third Amendment and the transactions contemplated herein, and all the conditions to such approval shall have been satisfied.
 - b. Except for defaults that will no longer exist when this Third Amendment takes effect, no uncured default of Developer, or event which with the giving of notice or lapse of time or both would be a default of Developer, shall exist under the Development Agreement. Developer shall not be in default (beyond any applicable period of grace) of any of its obligations under any other agreement or instrument with respect to the Project to which Developer is a party or an obligor.
4. **Reaffirmation of Development Agreement.** The Development Agreement, as modified by this Third Amendment, remains in full force and effect, and all terms of the Development Agreement, as modified hereby, are hereby ratified and reaffirmed. The provisions of the Development Agreement not affected by this Third Amendment remain in full force and effect.
5. **Representations and Warranties of Developer.** Developer hereby represents and warrants to the City that:
 - a. After giving effect to this Third Amendment, all of the representations and warranties made by Developer in the Development Agreement are true and accurate in all material respects on the Effective Date, and no event of default under the Development Agreement has occurred and is continuing as of the Effective Date.
 - b. The making, execution and delivery of this Third Amendment, and performance of and compliance with the terms of the Development Agreement, as amended, have been duly authorized by all necessary action of Developer. This Third Amendment is the valid and binding obligation of Developer, enforceable against Developer in accordance with its terms.
6. **Miscellaneous.** If any provision of this Third Amendment or the application thereof to any person or circumstance is or shall be deemed illegal, invalid or unenforceable, the remaining provisions of this Third Amendment shall remain in full force and effect and this Third Amendment shall be interpreted as if such illegal, invalid or unenforceable provision did not exist. This Third Amendment may be executed in multiple counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. The parties agree that

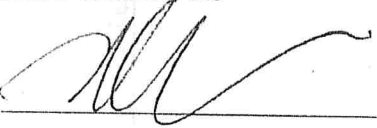
faxed and electronically scanned signatures shall be binding on all parties. This Third Amendment shall be governed in all respects by the laws of the State of Wisconsin.

[SIGNATURE PAGE FOLLOWS]

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

DEVELOPER:

RIVERLIFE CONDOS, LLC

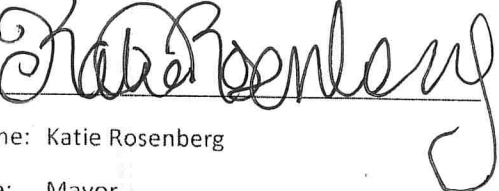
By: 

Name: Mitch Viegut

Title: Managing Member

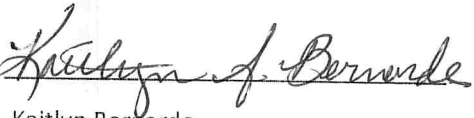
CITY:

CITY OF WAUSAU

By: 

Name: Katie Rosenberg

Title: Mayor

Attest: 

Name: Kaitlyn Bernarde

Title: Clerk

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

RESOLUTION OF THE ECONOMIC DEVELOPMENT COMMITTEE

Approving Wausau Opportunity Condominium Plat, Declaration of Condominium by Wausau Opportunity Zone, Inc., Bylaws and Articles of Incorporation of Wausau Opportunity Condominium Association, Inc., Deeds of the Condominium Units, and appointment of City Director on Condominium Association Board for Wausau Opportunity Condominium Association, Inc.

Committee Action: Approved 4-1

Fiscal Impact: None

File Number: 19-0921

Date Introduced: December 13, 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, the City entered into a Purchase and Development Agreement with Wausau Opportunity Zone (“WOZ”), effective January 17, 2020, for the purchase by WOZ of the Wausau Center Mall; and

WHEREAS, on November 24, 2020, the Common Council approved a redevelopment plan and related term sheet summarizing the City’s participation in the mall demolition and public infrastructure construction; and

WHEREAS, a First Amendment to the Development Agreement was approved on January 26, 2021, and a Second Amendment on May 24, 2022, Section 15 of which requires the formation of a condominium to address the vertical planes of ownership existing in the Penney’s building, and parking ramp beneath it (“Parking Lot 1”), and includes “Block A” of the redevelopment project; and

WHEREAS, this condominium structure will facilitate further redevelopment and clarity of the three proposed condominium units through the approval of:

- A Condominium Plat – depicts the proposed units (Unit 1 – southern portion of Block A – owned by WOZ) (Unit 2 – former Penney’s Building – owned by WOZ) (Unit 3 – Parking Lot 1 – owned by the City as long as operated as a parking ramp)
- Condominium Declaration – sets forth individual ownership of each unit, rights and responsibilities of owners, and intended uses
- Condominium Association Bylaws – sets forth the governing guidelines for the Condominium Association

- Condominium Association Articles of Incorporation – constitutes the formation document for the Condominium Association
- Quitclaim Deeds for Condominium Units – recorded to confirm unit ownership in the Declaration and provide clear title (Deed from City to WOZ for Units 1 & 2, and deed from WOZ to City for Unit 3)

WHEREAS, the Condominium Association Bylaws provide for one Member of the Association for each Unit owner, and each Member appoints one Director; therefore, it is recommended that the Mayor be authorized to appoint and replace the City’s Director on the Condominium Association Board from Department Director level staff; and

WHEREAS, your Economic Development Committee, at their December 6, 2022 meeting, discussed and recommended approving the Plat, Declaration, Bylaws, Articles of Incorporation and Quitclaim Deeds and authorizing the Mayor to appoint and replace the City’s Director on the Condominium Association Board from Department Director level staff.

NOW THEREFORE, BE IT RESOLVED, that the Common Council hereby approves the Condominium Plat, Declaration, Bylaws, Articles of Incorporation, and form of Quitclaim Deeds in substantial and material compliance with the attached documents and authorizes the appropriate City officials to execute the same, along with any ancillary documents necessary to complete the transaction and further authorizes the Mayor to appoint and replace the City’s Director on the Condominium Association Board from Department Director level staff.

Approved:

Katie Rosenberg, Mayor

MINUTES

Economic Development Committee Meeting

Date / time Tuesday, December 6, 2022, at 5:15 P.M. | *Meeting called to order by* Watson at 5:15 P.M.

In Attendance

Members Present: Sarah Watson, Chad Henke, Tom Kilian, Carol Lukens, Lisa Rasmussen

Others Present: Randy Fifrick, Shannon Graff, Tammy Stratz, Andrew Brueggemann, Chuck Ghidorzi, Alder Doug Diny, Mayor Rosenberg, Atty. Anne Jacobson, Maryanne Groat, Atty. Isaac Roang (Quarles & Brady), Mark Macdonald (Athletic Park, Macndon Ventures)

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

Agenda Item 4 – Discussion and possible action approving the Wausau Opportunity Condominium Plat, Declaration of Condominium by Wausau Opportunity Zone, Inc., Bylaws and Articles of Incorporation of Wausau opportunity Condominium Association, Inc. Deeds of the Condominium Units, and appointment of City Director on Condominium Association Board for Wausau Opportunity Condominium Associations, Inc.

Rasmussen motioned to approve, seconded by Henke.

Kilian asked how many members would be on the board. Atty. Roang noted there would be three members on the board. Kilian requested clarification from the city attorney to ensure it was properly vetted so there is no conflict of interest due to a previous situation in which the city Finance Director had to step down from a committee due to the conflicts. Atty Jacobson replied that it has been thoroughly vetted and she does not see a concern about a director level position to act as a sitting member on the board because they are representing the interest of the city as one of the owners.

Watson asked if there was a way to have a council member be part of the board in addition to or instead of the city staff member. Atty Jacobson asked Atty Roang his thoughts who said it would be up to the council how they would want to elect their representation. Roang stated the reason staff was chosen was for flexibility in case someone needed to step down then it wouldn't need to be agendized for a resolution for a replacement.

Kilian commented the previous situation in which the director level staff had to step down from a board was also vetted, but still resulted in a conflict requiring them to step down, and he saw parallels in this situation. Atty. Jacobson said she'd have to go back in her notes to see what occurred with the refenced scenario and how it was vetted and said she is willing to discuss it with Kilian further after the meeting or the next day. Atty. Jacobson again noted she does not have any concerns with this particular appointment.

Kilian requested clarification as to whether the city will maintain ownership of part of the vertical structure which is necessitating this action. Atty. Roang confirmed this was established because the city will maintain ownership of the parking lot on the property and the only way to facilitate continued ownership with ownership of a structure above and beside it, the condo structure is the only way under Wisconsin Law to set this up. Kilian followed up asking what the financial benefit is to the city in this relationship.

Atty. Roang replied what is being retained is what is already owned, and the city did not previously own the building above it and now that the ground and air lease has been terminated, a condominium

structure needs to be created in order to maintain the ownership. Atty. Roang invited WOZ to discuss any development opportunities exist beyond that.

Kilian replied that is a concerning point for him along with the board appointment and the city retaining ownership of the vertical structure is a critical component of this makeup and is not going to see any financial benefit from the relationship and questioned why the city would retain ownership of the structure.

Atty. Roang responded that yes, the city could sell it if they had a buyer or if WOZ wanted to buy it, but condominium structure is what city council already approved doing and it is now simply being set up based on that decision.

Rasmussen commented that she does support this. She noted it outlines who owns what and the city needs to access and control its own assets and since the city has not made the decision to not be in the parking ramp business anymore, then the city must have a seat at the table, and this creates the legal structure to manage what the city owns. Rasmussen additionally commented on the board appointment and said we either trust our legal team, or we don't. She noted the prior arrangement when WOZ first formed was more about having the city having a voice than it was about gaining or managing other people's interests. Rasmussen commented that whoever sits on the board ensures continuity and institutional knowledge in the operation of said facilities. She noted if an alder is appointed to the board, politics is then brought into the mix and there is the potential for that member to disappear due to an election. She also commented that no alder has knowledge on parking lot management or city infrastructure so having a person with that knowledge base is essential.

Watson said that perhaps there is an opportunity to have oversight by simply attending the meetings without having a voice in any action.

Approved 4-1 with Kilian being the dissenting vote.

To: Economic Development Committee
From: Liz Brodek, Development Director
Date: December 6, 2022
Re: Wausau Opportunity Zone Condo Agreements



Introduction

As was contemplated and agreed to by the City in Section 15 of the 4/25/2022 Second Amendment to the 1/17/2020 Purchase and Development Agreement between Wausau Opportunity Zone's (WOZ) and the City of Wausau (the "Development Agreement"), the parties have been working through a condominium form of ownership of the Penney's ramp, (called Parking Lot 1 in the Development Agreement) and the larger "Block A" of WOZ's redevelopment project. The condominium ownership structure is being used because Parking Lot 1 is underneath the former Penney's building, which WOZ is charged with redeveloping, along with the remainder of Block A. The Ground and Air Rights Lease was extinguished in the Second Amendment to the Development Agreement, which was the previous method for separating the ownership of the lower and upper buildings. As condominium is the only way in WI law to have different ownership of buildings stacked on top of each other, the parties are now forming the "Wausau Opportunity Condominium" for Block A in three separate condominium units. This condominium structure will facilitate further redevelopment of certain condo units within the Condominium, while also making it clear that the condo unit for Parking Lot 1 remains under City ownership. Currently, different portions of the block are owned by the City and WOZ, so both the City and WOZ are entering into the condominium documentation to convert Block A into a condominium ownership structure.

The Condominium is being formed by the documents outlined below: (1) the Condominium Plat; (2) the Declaration of Condominium; (3) Condominium Association Bylaws; and (4) Condominium Association Articles of Incorporation.

CONDOMINIUM FORMATION DOCUMENTS

(1) Condominium Plat

Purpose: The purpose of the Condominium Plat is to draw the various condominium Units and other areas of the condominium.

Units: The Condo Plat depicts the proposed Units, which was reviewed and confirmed, after various revisions, by City Staff to confirm consistency with the requirements and objectives of the Development Agreement. Block A has been split into three Condo Units: Unit 1 (generally the southern portion of the Block) will be owned by WOZ for the purpose of redevelopment, Unit 2 (generally the elevated building located where the Penney's building is) will be owned by WOZ for the purpose of redevelopment, and the City's sole ownership is in Unit 3 (generally the Penny's ramp), which will be for the purpose of a parking ramp as long as it is owned and operated by the City. If no longer operated as a parking ramp, Unit 3 will be available for redevelopment as well. These Units are described in further detail in Article II of the Condominium Declaration.

(2) Condominium Declaration

Purpose: The purpose of the Condominium Declaration is to set forth how the condominium units depicted in the Condominium Plat will function. This allows for individual ownership of

each Unit and articulates intended uses for each Unit as well as the various rights and responsibilities for each Unit.

Ownership Interest & Voting Rights: Generally, each unit Owner has exclusive ownership and possession/control of its own unit and can do what it likes with its unit (at its own cost). As noted above, Unit 3 must remain a parking lot except in circumstances noted below, which is consistent with the Development Agreement.

Each Unit Owner has a 1/3 interest in the condominium. Day to day decisions about the overall functioning of the condominium are governed by the Condo Association, which is addressed in the Bylaws, discussed below. But this condominium is intended to have the majority of the decisions/costs be by each Unit owner individually given that the Units were designed to be mostly all-inclusive of what is needed for that unit to function. By necessity a limited number of decisions will need to be made among the owners. Accordingly, each Unit Owner receives 10 votes (for a total of 30). Section 16.13 of the Declaration requires a unanimous vote among Unit Owners to change the Declaration or the Plat. This voting structure ensures that no major decisions can be made without the City/Unit 3 Owner voting in favor of a proposal.

Common Elements: Common Elements in condominiums include everything that is not a Unit. Some common elements are associated with specific units. As shown in the Plat, the aim was to limit the number of Common Elements so each Unit Owner is responsible for their own Unit. Because there are a handful of shared elements, Common Elements need to exist because they are shared, such as portions of the ventilation system, service facilities, and foundations, columns, and support structures. WOZ does not anticipate many, if any, common expenses because of the purposeful design to get most area within Units rather than shared space. Also, as contemplated in the Development Agreement, there is space reserved for a pedestrian walkway, to be dedicated to the City after construction.

Miscellaneous: Generally, City Staff and legal counsel focused on confirming consistency between the requirements of the Second Amendment and Condominium Declaration. Additionally, as contemplated in the Development Agreement, WOZ has an option to purchase Unit 3/Parking Lot 1, for fair market value, if the City decides to discontinue the Unit's use as a parking lot. We will also enter into one of more quitclaim deeds at the time of condominium formation to make it clear which party owns which Unit(s).

(3) Condominium Association Bylaws

Bylaws are the governing document for the Condominium Association. Each Unit Owner has one Member of the Association, and the Member appoints one Director. Instead of majority vote of Unit Owners to appoint Directors, we negotiated for each Unit Owner to appoint a Director so the City is guaranteed a vote. As noted above, the Association will have very little to do as most of the responsibility is at the individual Unit ownership level. Amendments to the Bylaws require a 67% vote from Unit Owners, effectively meaning that no amendments can be made without City approval.

(4) Condominium Association Articles of Incorporation

Articles of Incorporation is the formation document for the Condominium Association.

Staff recommends that this Committee approve the above-described Condominium formation Documentation with Wausau Opportunity Zone.

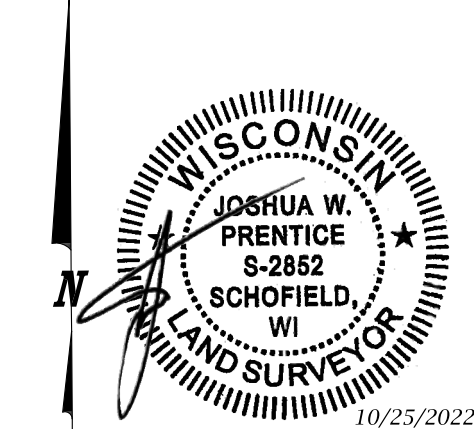
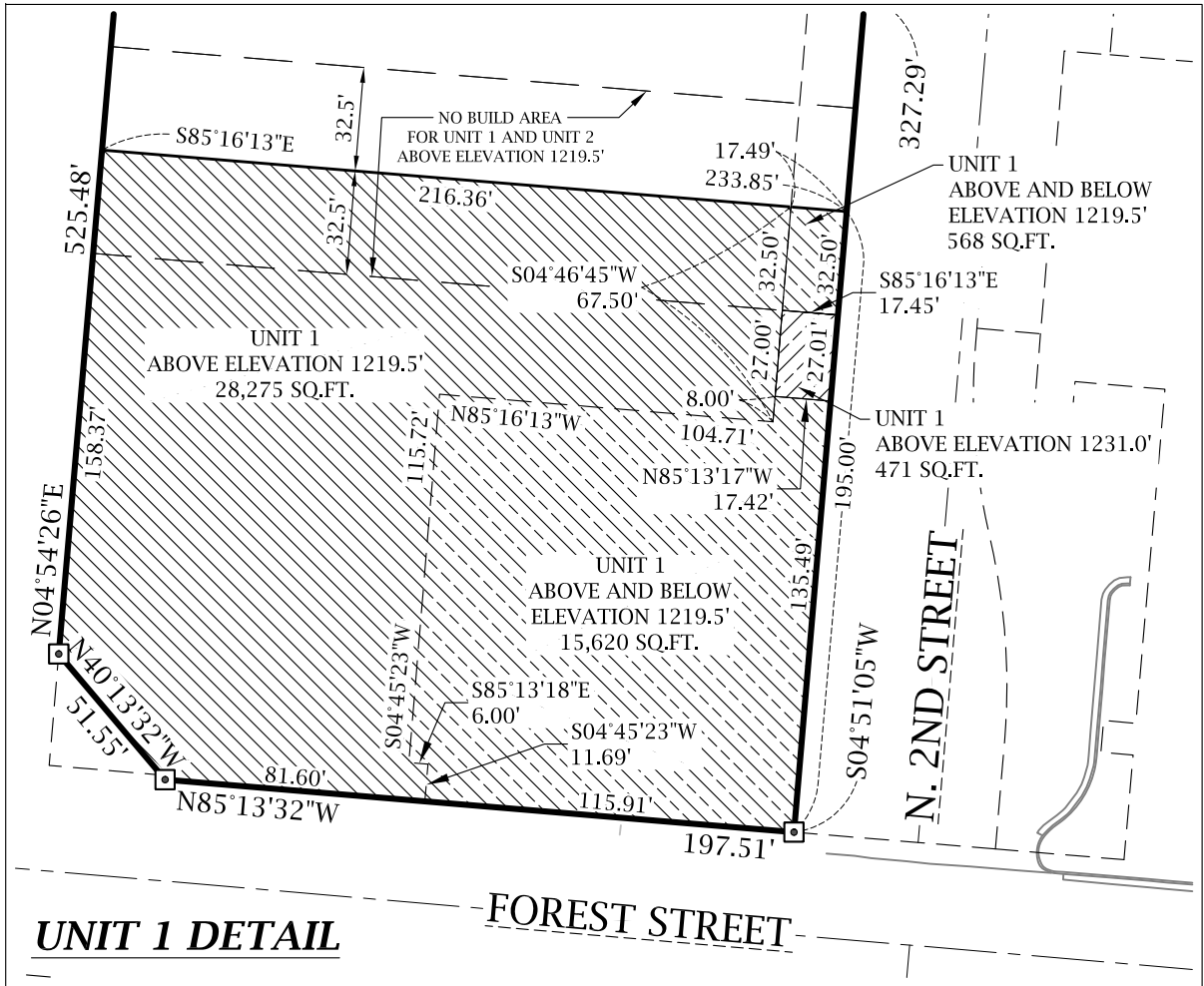
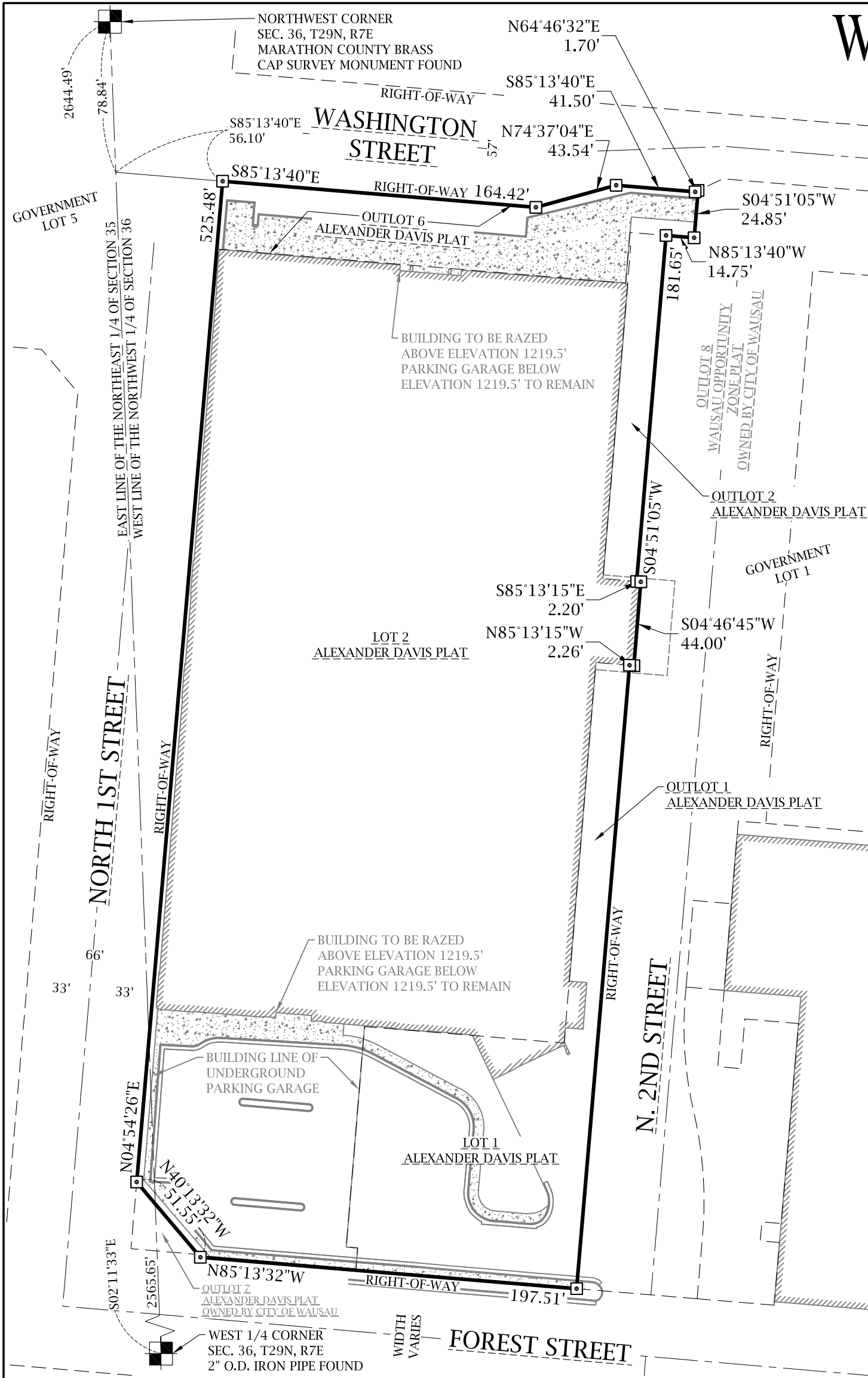
WAUSAU OPPORTUNITY CONDOMINIUM

LOT 1, LOT 2, OUTLOT 1, OUTLOT 2, AND OUTLOT 6 OF ALEXANDER DAVIS PLAT, RECORDED AS DOCUMENT NUMBER **XXXXXX**, IN THE MARATHON COUNTY REGISTER OF DEEDS; LOCATED IN GOVERNMENT LOT 5 OF SECTION 35 AND GOVERNMENT LOT 1 OF SECTION 36, TOWNSHIP 29 NORTH, RANGE 7 EAST, CITY OF WAUSAU, MARATHON COUNTY, WISCONSIN.

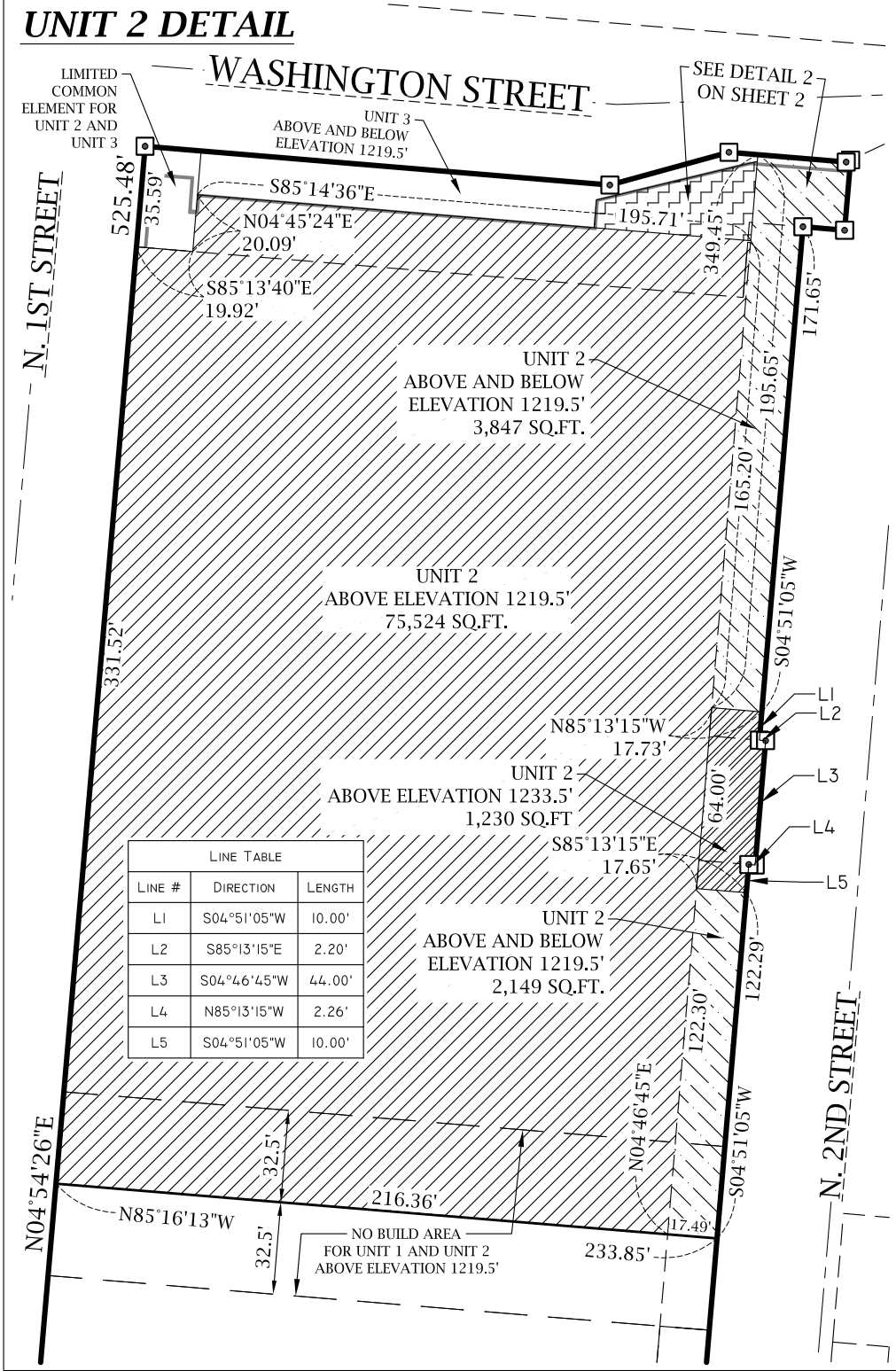
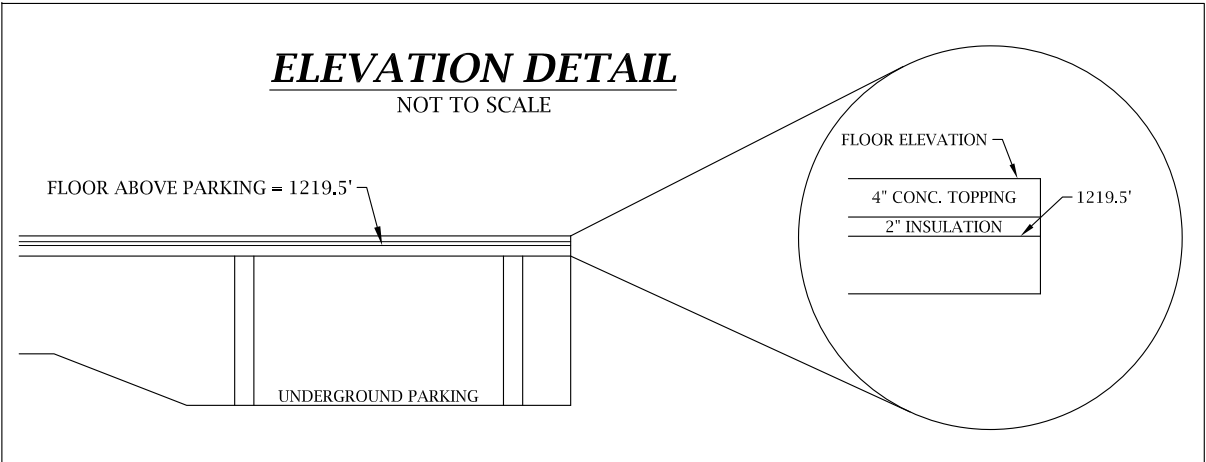
Register of Deeds
Marathon County, Wis.

Received for Record this _____
day of _____ A.D. 2022
at _____ o'clock _____ M. in Plat
Cabinet No. ____ on page _____

REGISTRAR



- NOTES:
1. BEARINGS ARE BASED ON THE MARATHON COUNTY COORDINATE SYSTEM NAD 83(2011) DATUM AND REFERENCED TO THE NORTH LINE OF THE NORTHWEST 1/4 OF SECTION 33, TOWNSHIP 29 NORTH, RANGE 7 EAST, MEASURED TO BEAR SOUTH 89°26'04" WEST.
 2. FIELDWORK WAS COMPLETED ON 4/11/2022.
 3. SEE SHEET 2 FOR UNIT 3 AND COMMON ELEMENT DETAIL.
 4. BUILDING SHOWN IS BASED ON PLANS PROVIDED BY THE CLIENT AND DOES NOT REPRESENT AS-BUILT CONDITIONS.
 5. ELEVATION OF 1219.5' AS SHOWN BETWEEN THE UNITS IS BASED ON PREVIOUS DOCUMENTS AND IS DESCRIBED AS THE FLOOR ABOVE THE UNDERGROUND PARKING. SEE ELEVATION DETAIL BELOW. DETAIL IS BASED ON JCPENNEY PLANS BY CENTER RIDGE DESIGN SERVICE INC. DATED 2-22-82.



LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	S04°51'05"W	10.00'
L2	S85°13'15"E	2.20'
L3	S04°46'45"W	44.00'
L4	N85°13'15"W	2.26'
L5	S04°51'05"W	10.00'

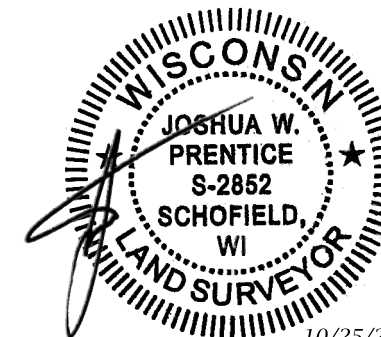
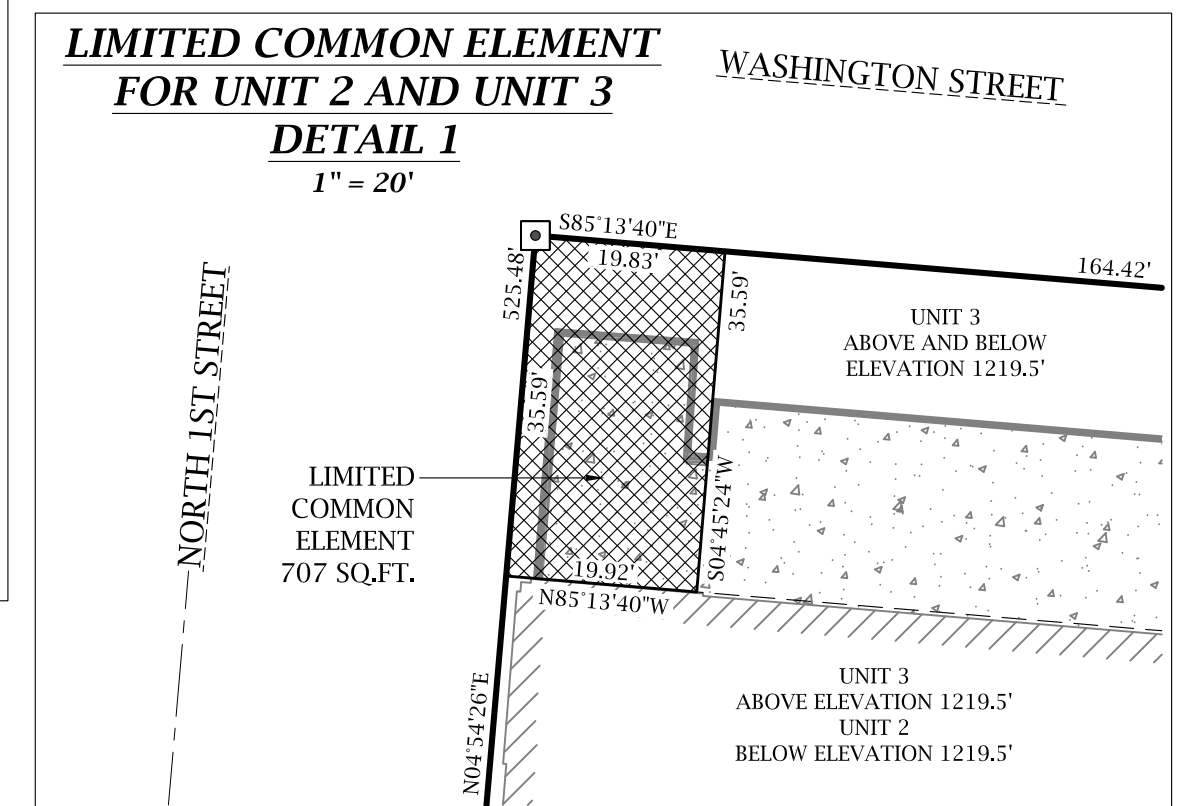
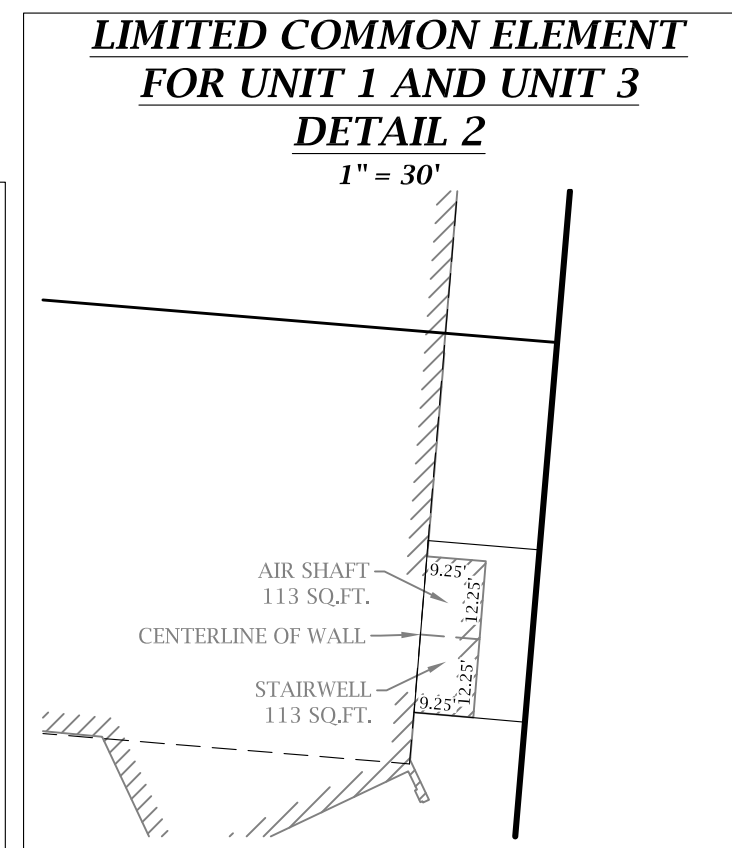
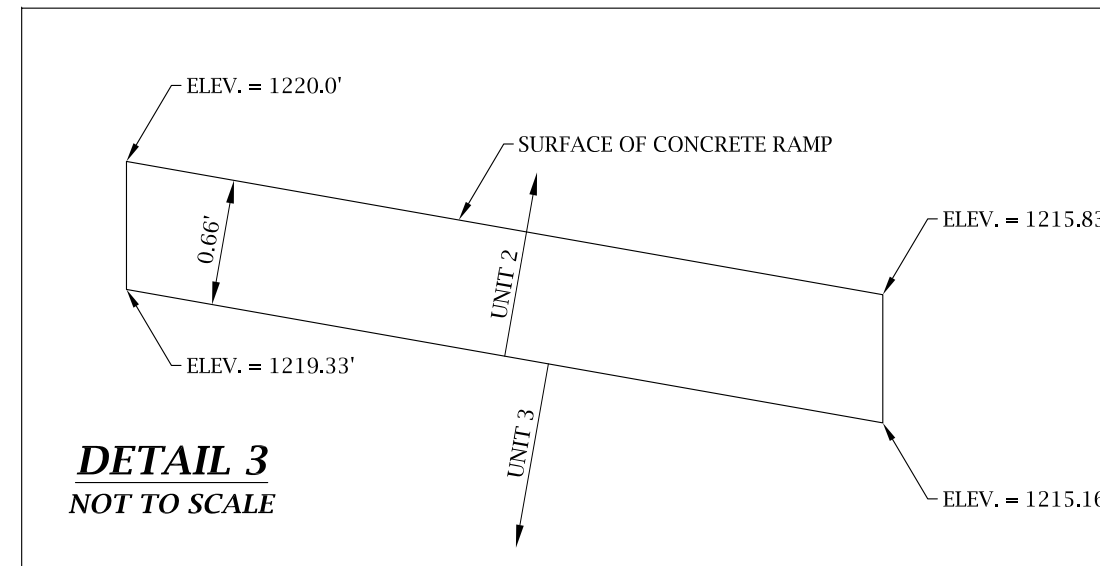


4080 N. 20th AVENUE
WAUSAU, WISCONSIN 54401
PHONE: (715) 675-9784 FAX: (715) 675-4060
EMAIL: mail@REIengineering.com

SHEET
1 OF 4

PROJECT No.
9485

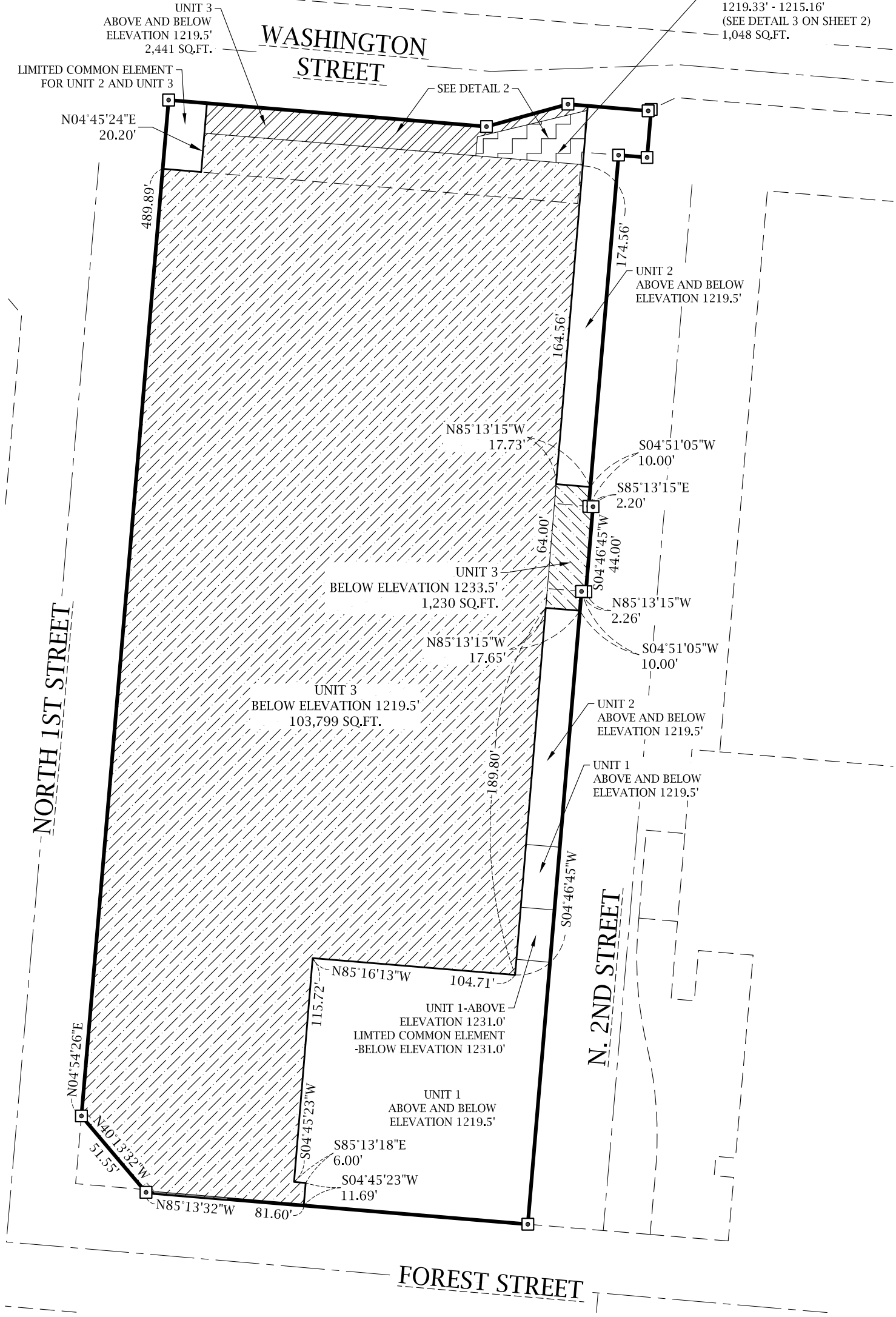
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LEGEND	
	DRILL HOLE FOUND
(126.00')	RECORDED BEARING/LENGTH
126.00'	MEASURED BEARING/LENGTH

UNIT 3 DETAIL

1" = 60'

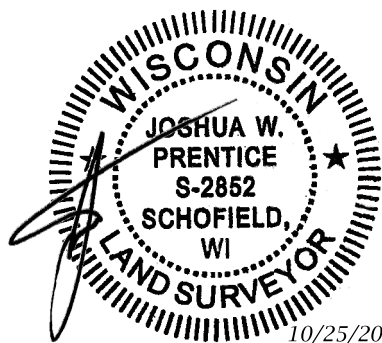
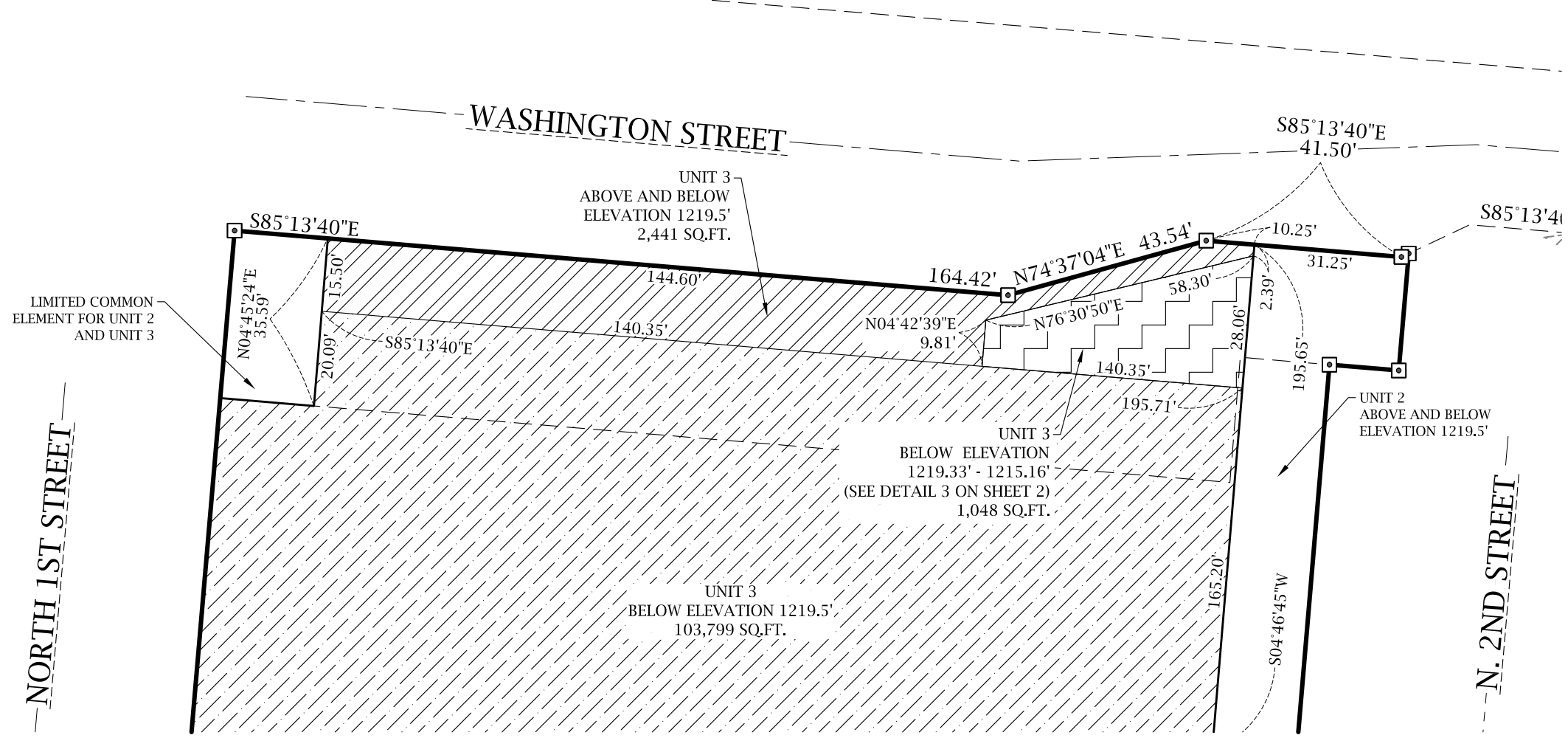


WAUSAU OPPORTUNITY CONDOMINIUM

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UNIT 3 DETAIL 2

1" = 40'



LEGEND	
	DRILL HOLE FOUND
(126.00')	RECORDED BEARING/LENGTH
126.00'	MEASURED BEARING/LENGTH

REI
CIVIL & ENVIRONMENTAL
ENGINEERING, SURVEYING

4080 N. 20th AVENUE
WAUSAU, WISCONSIN 54401
PHONE: (715) 675-9784 FAX: (715) 675-4060
EMAIL: mail@REIengineering.com

SHEET 3 OF 4	PROJECT No. 9485
-----------------	---------------------

SURVEYOR'S CERTIFICATE

I, JOSHUA W. PRENTICE, WISCONSIN PROFESSIONAL LAND SURVEYOR S-2852, DO HEREBY CERTIFY TO THE BEST OF MY KNOWLEDGE AND BELIEF: THAT I HAVE SURVEYED THIS CONDOMINIUM PLAT CONSISTING OF FOUR SHEETS AND IT IS A CORRECT AND ACCURATE REPRESENTATION OF WAUSAU OPPORTUNITY CONDOMINIUM, BEING LOT 1, LOT 2, OUTLOT 1, OUTLOT 2, AND OUTLOT 6 OF ALEXANDER DAVIS PLAT, RECORDED AS DOCUMENT NUMBER **XXXXXX**, IN THE MARATHON COUNTY REGISTER OF DEEDS; LOCATED IN GOVERNMENT LOT 5 OF SECTION 35 AND GOVERNMENT LOT 1 OF SECTION 36, TOWNSHIP 29 NORTH, RANGE 7 EAST, CITY OF WAUSAU, MARATHON COUNTY, WISCONSIN.

THAT THE IDENTIFICATION OF EACH UNIT, THE LOCATION OF THE COMMON ELEMENTS AND ITS APPROXIMATE DIMENSIONS ARE SHOWN ON SHEETS 1 AND 2 OF THIS CONDOMINIUM.

THAT THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 131,882 SQUARE FEET OR 3.028 ACRES MORE OR LESS.

THAT I HAVE MADE THIS SURVEY, DIVISION AND MAP THEREOF AT THE DIRECTION OF WAUSAU OPPORTUNITY ZONE, LLC, AGENT OF SAID PARCEL.

THAT SAID PARCEL IS SUBJECT TO EASEMENTS, RESTRICTIONS, AND RIGHT-OF-WAYS OF RECORD.

THAT I HAVE FULLY COMPLIED WITH THE PROVISIONS OF SECTION 703 OF THE WISCONSIN STATUTES.

DATED THIS 25TH DAY OF OCTOBER, 2022

REI
JOSHUA W. PRENTICE
WI P.L.S. S-2852



OWNER'S CERTIFICATE - WAUSAU OPPORTUNITY ZONE, LLC

WAUSAU OPPORTUNITY ZONE, LLC., AS OWNER, DOES HEREBY CERTIFY THAT SAID CORPORATION CAUSED THE LAND DESCRIBED ON THIS CONDOMINIUM PLAT TO BE SURVEYED, DIVIDED AND MAPPED AS REPRESENTED ON THIS CONDOMINIUM PLAT.

IN WITNESS WHEREOF, THE SAID WAUSAU OPPORTUNITY ZONE, LLC, HAS CAUSED THESE PRESENTS

TO BE SIGNED BY _____, MEMBER AT _____, WISCONSIN,

THIS _____ DAY OF _____, 2022

IN THE PRESENCE OF: WAUSAU OPPORTUNITY ZONE, LLC

(SIGNATURE)_____

(PRINT NAME)_____, MEMBER

STATE OF WISCONSIN)
) SS
_____ COUNTY)

PERSONALLY CAME BEFORE ME THIS _____ DAY OF _____, 2022 THE ABOVE NAMED _____, MEMBER OF THE ABOVE NAMED WAUSAU OPPORTUNITY ZONE, LLC AND TO ME KNOWN TO BE THE SAME PERSONS WHO EXECUTED THE FOREGOING LIMITED LIABILITY COMPANY OWNER'S CERTIFICATE AND TO ME KNOWN TO BE SUCH MEMBER OF SAID COMPANY, AND ACKNOWLEDGE THAT THEY EXECUTED THE FOREGOING LIMITED LIABILITY COMPANY OWNER'S CERTIFICATE AS SUCH MEMBER AS THE DEED OF SAID COMPANY, BY ITS AUTHORITY.

NOTARY PUBLIC STATE OF WISCONSIN

MY COMMISSION EXPIRES_____

WAUSAU OPPORTUNITY CONDOMINIUM

LOT 1, LOT 2, OUTLOT 1, OUTLOT 2, AND OUTLOT 6 OF ALEXANDER DAVIS PLAT, RECORDED AS DOCUMENT NUMBER **XXXXXX**, IN THE MARATHON COUNTY REGISTER OF DEEDS; LOCATED IN GOVERNMENT LOT 5 OF SECTION 35 AND GOVERNMENT LOT 1 OF SECTION 36, TOWNSHIP 29 NORTH, RANGE 7 EAST, CITY OF WAUSAU, MARATHON COUNTY, WISCONSIN.

OWNER'S CERTIFICATE - CITY OF WAUSAU

CITY OF WAUSAU, AS OWNER, DOES HEREBY CERTIFY THAT THEY CAUSED THE LAND DESCRIBED ON THIS CONDOMINIUM PLAT TO BE SURVEYED, DIVIDED, AND MAPPED, AS REPRESENTED ON THIS CONDOMINIUM PLAT. IN WITNESS WHEREOF, CITY OF WAUSAU, HAS CAUSED THESE PRESENTS

TO BE SIGNED BY (PRINT NAME)_____, (TITLE)_____

AND COUNTERSIGNED BY (PRINT NAME)_____, (TITLE)_____ ,

AT _____, WISCONSIN, THIS _____, DAY OF _____, 2022.

IN THE PRESENCE OF: CITY OF WAUSAU

(SIGNATURE)_____

(PRINT NAME)_____

SIGNATURE)_____

(PRINT NAME)_____

STATE OF WISCONSIN)

SS
_____COUNTY)

PERSONALLY CAME BEFORE ME THIS _____ DAY OF _____, 2022,

THE ABOVE NAMED (PRINT NAME)_____, (TITLE)_____

AND (PRINT NAME)_____, (TITLE)_____

OF THE ABOVE NAMED TO ME KNOWN TO BE THE SAME PERSONS WHO EXECUTED THE FOREGOING INSTRUMENT AND TO ME KNOWN TO BE SUCH OFFICERS OF SAID CITY OF WAUSAU, AND ACKNOWLEDGE THAT THEY EXECUTED THE FOREGOING INSTRUMENT AS SUCH OFFICERS AS THE DEED OF SAID CITY OF WAUSAU, BY ITS AUTHORITY.

NOTARY PUBLIC STATE OF WISCONSIN

MY COMMISSION EXPIRES_____

CITY OF WAUSAU
APPROVED FOR RECORDING BY THE CITY OF WAUSAU

BY: _____

DATE: _____

CITY OF WAUSAU ZONING DEPARTMENT

	DECLARATION OF CONDOMINIUM FOR WAUSAU OPPORTUNITY CONDOMINIUM	
Document Number		
DRAFT		Recording Area
		Name and Return Address: Joseph M. Mella Ruder Ware, L.L.S.C. 500 N. 1 st Street, Suite 8000 Wausau WI 54403
		Parcel Identification Number
This instrument was drafted by Joseph M. Mella		

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EXHIBIT A LEGAL DESCRIPTION
EXHIBIT B PLAT

DRAFT

DECLARATION OF CONDOMINIUM

WAUSAU OPPORTUNITY ZONE CONDOMINIUM

RECITALS

This Declaration of Condominium for Wausau Opportunity Zone Condominium (“Declaration”) is made as of _____, ____, 2022, by Wausau Opportunity Zone, Inc, a Wisconsin corporation (“WOZ”) and the City of Wausau, Wisconsin, a Wisconsin municipality (the “City”, which, together with WOZ, are hereinafter collectively defined as “Declarants”), to subject the land located within the City of Wausau, Marathon County, Wisconsin, described on **Exhibit A** attached to this Declaration (the “Land”), together with all improvements now or hereafter located on the Land (collectively, the “Buildings”), to the Wisconsin Condominium Ownership Act, Chapter 703 of the Wisconsin Statutes (the “Condominium Act”). The Declarants intend to subject the Land and the Buildings to the Condominium Act to create a condominium consisting of three (3) separate units (each defined as a “Unit” and collectively defined as the “Units”), Limited Common Elements (as defined in Section 3.3 hereof), General Common Elements (as defined in Section 3.2 hereof) (the Limited Common Elements and General Common Elements collectively defined as the “Common Elements”), Service Facilities (as defined in Section 16.1(kk) hereof) and all other components described in this Declaration (the Land, Buildings, Units, Common Elements, Service Facilities and other components collectively defined as the “Condominium”). Each Unit will be initially owned by a Declarant as provided in this Declaration and may be sold or transferred in whole or in part to a Person or a combination of Persons who hold legal title in one or more Units (each Declarant and each such Person being defined as a “Unit Owner”).

PREAMBLE

Declarants intend that the City will, subject to the Option to Purchase (as defined herein), continue to own, operate, and maintain a parking ramp within Unit 3 and that WOZ will redevelop the remaining Units in accordance with that certain Plat of Wausau Opportunity Zone Condominium attached hereto as **Exhibit B** (the “Plat”).

On or prior to the date that this Declaration is made, Declarants have organized Wausau Opportunity Condominium Association, Inc., a Wisconsin non-stock not for profit corporation (the “Association”) formed under Chapter 181 of the Wisconsin Statutes (the “Act”) to be managed by a board of managers (as constituted from time to time, the “Board”), to serve as the Association for the Condominium. The Association has adopted Bylaws (the “Bylaws”) to serve as the Bylaws of the Condominium as provided in Section 703.10 of the Condominium Act. The percentage ownership interest in the Common Elements (collectively, the “Percentage Interests” and otherwise the “Percentage Interest(s)”), the number of votes at Association meetings (collectively, the “Votes”) shall be set forth in Section 6.2, and the percentage interest for the allocation of Common Expenses (as defined in Section 7.1 of this Declaration) (the “Assessment Interests”) that are appurtenant to each of the Units shall be the fraction one-third (1/3), and the use, occupancy and other rights with respect to the Condominium are further governed by this Declaration, the Bylaws and any rules and regulations adopted pursuant to the Bylaws (the

“Rules & Regulations”)(this Declaration, the Plat, the Bylaws and the Rules & Regulations being hereinafter collectively defined as the “Condominium Documents”).

The Condominium will consist of three (3) Units. City will initially own Unit 3 in the Condominium. WOZ will initially own Unit 1 and Unit 2 in the Condominium. The Unit Owner of Unit 1 and Unit Owner of Unit 2 shall have the right to demolish, alter, modify or construct structures (“Future Buildings”) within Unit 1 and Unit 2. The Unit Owners of Unit 1 and Unit 2 shall have the right to divide Units 1 and 2 into one or more sub-condominiums, with one or more sub-units and one or more sub-associations, all as provided in this Declaration or to combine or modify the boundaries of Units 1 and 2 as provided in this Declaration.

The Declarants hereby acknowledge and agree that Units 1 and 2 (sometimes referred to herein as the “WOZ Units”) and Unit 3 sometimes referred to herein as the “City Unit”) in the Condominium have fundamentally separate and distinct structures and uses which share few Common Elements. As a result, primary management and operation of the WOZ Units and the City Unit may be more practically allocated and/or delegated to WOZ and the City themselves and/or to the sub-associations of any sub-condominiums created within such Units. The Declarants have therefor intentionally designed the Condominium to allow for the potential allocation and/or delegation of as much of the administration, management and operation of the WOZ Units and the City Unit to WOZ and the City respectively and/or sub-associations as may be desired.

ARTICLE I

General Information; Declaration

1.1 **Name and Address.** The name and address of the Condominium shall be Wausau Opportunity Condominium with address of 500 N. 1st Street, Suite 8000, Wausau, WI 54403.

1.2 **Description of Land and Statement of Intent.** The land on which the Condominium is located is the Land described on **Exhibit A** attached to this Declaration. The Declarants, who are the sole owners of the Land and all improvements located thereon hereby state their intention to subject the Land and Buildings to the condominium form of ownership under this Declaration and the Condominium Act.

1.3 **Resident Agent.** The name and address of the initial resident agent of the Condominium under Section 703.23 of the Condominium Act shall be the same as the registered agent of the Association under the Act and set forth in the records of the Wisconsin Department of Financial Institutions, who shall initially be Joseph M. Mella, Ruder Ware, L.L.S.C., 500 N. 1st Street, Suite 8000, Wausau, WI 54403.

ARTICLE II

Units

2.1 **Description of the Units and Statement of Purposes.** The Condominium shall consist of three Units: Unit 1, Unit 2, and Unit 3, each of which are defined and described below in this Article II. A Unit Owner of a Unit is entitled to the exclusive ownership and possession of such Unit. A general description of each Unit, including its approximate perimeters, location

and other data sufficient to identify such Units with reasonable certainty are shown on the Plat. Additional information about each Unit, including a general statement as to each Unit's intended purposes and uses, is described in this Section 2.1.

(a) **Unit 1.** Unit 1 is hereby conveyed to WOZ by the Declarants and shall be owned by WOZ. Unit 1 shall be for the purpose of redevelopment as allowed by law.

(b) **Unit 2.** Unit 2 is hereby conveyed to WOZ by the Declarants and is intended to be owned by WOZ. Unit 2 shall be for the purpose of redevelopment as allowed by law.

(c) **Unit 3.** Unit 3 is hereby conveyed to City by the Declarants and is intended to be owned by City. Unit 3 shall be for the purpose of a parking ramp so long as it is owned and operated for a parking ramp by the City. Once no longer operated as a parking ramp, Unit 3 shall be for the purpose of redevelopment as allowed by law.

2.2 **Location and Perimeters.** Each Unit shall consist of the three (3)-dimensional spaces located within the boundaries set forth in the Plat and as otherwise provided herein. For purposes of this Section 2.2, any discrepancy between the description of the perimeters and boundary lines of the Units between this Section 2.2 and the Plat shall be resolved in favor of the Plat (and, as a result of this provision, such discrepancy shall not be deemed to be a conflict in the provisions of this Declaration and the Plat as described in Section 703.30(4) of the Condominium Act). The vertical boundaries of each Unit shall be as follows:

(a) Unit 1.

(1) As to the vertical boundary separating horizontally adjacent Unit 1 and Unit 3, the boundary of Unit 1 and Unit 3 shall be the vertical plane of the exterior surface of the wall of Unit 3.

(2) As to the vertical boundaries separating horizontally adjacent Unit 1 and any Limited Common Elements, the boundary of Unit 1 shall be the vertical plane transecting the boundary line between this Unit and the Limited Common Elements as depicted in the Plat.

(3) As to any other vertical boundary, such boundary shall be the vertical plane described by the exterior surface of the exterior wall of Unit 1 (including within such boundary all physical elements of such exterior surface such as, but not limited to, windows, doors and building facades).

(b) Unit 2.

(1) As to the vertical boundary separating horizontally adjacent Unit 2 and Unit 3, the boundary of Unit 2 and Unit 3 shall be the vertical plane of the exterior surface of the wall of Unit 3.

(2) As to the vertical boundaries separating horizontally adjacent Unit 2 and any Limited Common Elements, the boundary of Unit 2 shall be the vertical plane transecting the boundary line between this Unit and the Limited Common Elements as depicted in the Plat.

(3) As to any other vertical boundary, such boundary shall be the vertical plane described by the exterior surface of the exterior wall of such Unit 2 (including within such boundary all physical elements of such exterior surface such as, but not limited to, windows, doors and building facades).

(c) Unit 3.

(1) As to the vertical boundary separating horizontally adjacent Unit 1 and Unit 3, the boundary of Unit 1 and Unit 3 shall be the vertical plane of the exterior surface of the wall of Unit 3.

(2) As to the vertical boundary separating horizontally adjacent Unit 2 and Unit 3, the boundary of Unit 2 and Unit 3 shall be the vertical plane of the exterior surface of the wall of Unit 3.

(3) As to the vertical boundaries separating horizontally adjacent Unit 3 and any Common Elements, such boundaries shall be the vertical plane of the exterior surface of the wall of Unit 3.

(4) As to any other vertical boundary, such boundary shall be the vertical plane described by the exterior surface of the exterior wall of such Unit 3 (including within such boundary all physical elements of such exterior surface such as, but not limited to, windows, doors and building facades).

The lower elevation boundary of Unit 1 is set forth in the Plat. The lower elevation boundary of Unit 2 is set forth in the Plat. The lower elevation of Unit 3 shall be the lowest portions of any concrete slab or foundation element that is not otherwise a Common Element as the same exist on the effective date of recording of this Declaration. The upper elevation boundaries of Unit 3 is set forth in the Plat. Certain additional defined horizontal boundaries between Unit 3 and Units 1 and 2 are set forth in the Plat.

2.3 **Additional Items Included within Units.** In addition to the foregoing Sections 2.1 and 2.2, and except as otherwise provided in this Declaration, each Unit shall include the following:

(a) All structural components contained within each Unit, including but not limited to, all piles, rafts, caps, footings, columns, beams, pads,

foundations, girders, slabs, posts, pillars, pilasters, supports, walls (both load bearing and non-load bearing), and all other structural parts within such Unit;

(b) All physical spaces and amenities within such Unit, including but not limited to, all entrances, vestibules, hallways, elevators, shafts, chutes, stairways, landings, corridors, lobbies, rooms, offices, apartments, community rooms, fitness centers, swimming pools, restrooms, closets and any other space identified within such Unit on the Plat;

(c) Any Service Facilities located within a Unit and exclusively serving such Unit (the “Unit Service Facilities”);

(d) All exterior walls, facades, roofs, floors, doors, windows, screens, ceilings, internal walls (including studs and framing), interior partitions, parking ramps, garage doors, garage door opening mechanical systems, and/or loading docks within such Unit;

(e) All driveways and other facilities exclusively providing ingress and egress to and from such Unit;

(f) All retaining walls, open space, landscaped areas and similar areas and related improvements within such Unit; and

(g) All other items depicted as being part of the Unit on the Plat.

ARTICLE III

Common Elements

3.1 **Common Elements.** The Common Elements of the Condominium shall be those portions of the Condominium that are not part of any Units. The Common Elements shall consist of General Common Elements and Limited Common Elements. The Common Elements shall only be used for the purposes stated in the Condominium Documents or, if not expressly stated, those purposes for which the Common Elements were designed or intended.

3.2 **General Common Elements.** The General Common Elements (“General Common Elements”) shall be those portions of the Condominium which are not designated as either a Unit or a Limited Common Element. It is intended that there will be few General Common Elements in the Condominium. The General Common Elements shall be those areas designated on the Plat and/or in this Section 3.2, and shall include, but not be limited to, the following:

(a) Any and all rights and easements appurtenant to the Land;

(b) Any Service Facilities wherever located serving all of the Units;
and

(c) Any other items depicted as General Common Elements on the Plat.

3.3 **Limited Common Elements.** The Limited Common Elements (“Limited Common Elements”) shall be those portions of the Condominium that are designated as Limited Common Elements on the Plat and/or in this Section 3.3, and/or which otherwise constitute the fixtures described in Section 703.09(1)(d) of the Condominium Act. The following Limited Common Elements shall be appurtenant to those Units:

(a) **Limited Common Elements of Unit 1.** The following shall be Limited Common Elements appurtenant to Unit 1 and shall be reserved for the exclusive use of the Unit Owner of Unit 1 (the “U-1 LCEs”):

(1) Any Service Facilities exclusively serving Unit 1 that are located outside of Unit 1.

(2) All other items depicted on the Plat as Limited Common Elements appurtenant to Unit 1.

(b) **Limited Common Elements of Unit 2.** The following shall be Limited Common Elements appurtenant to Unit 2 and shall be reserved for the exclusive use of Unit Owner of Unit 2 (the “U-2 LCEs”):

(1) Any Service Facilities exclusively serving Unit 2 that are located outside of Unit 2.

(2) All other items depicted on the Plat as Limited Common Elements appurtenant to Unit 2.

(c) **Limited Common Elements of Unit 3.** The following shall be Limited Common Elements appurtenant to Unit 3 and shall be reserved for the exclusive use of the Unit Owner of Unit 3 (the “U-3 LCEs”):

(1) Any Service Facilities exclusively serving Unit 3 that are located outside of Unit 3, including but not limited to those portions of the gas and condensing lines located within Unit 1 and Unit 2, but only serving equipment located within Unit 3.

(2) All other items depicted on the Plat as Limited Common Elements appurtenant to Unit 3.

(d) **Joint Limited Common Elements of Unit 1 and Unit 3.** The following shall be Limited Common Elements appurtenant to Unit 1 and Unit 3 and shall be reserved for the joint use of the Unit Owners of Unit 1 and Unit 3 (the “U-1-3 LCEs”):

(1) The Limited Common Element depicted in the Plat adjoining Unit 1 and Unit 3.

All other items depicted on the Plat as Limited Common Elements appurtenant to Unit 1 and Unit 3.

(e) Joint Limited Common Elements of Unit 2 and Unit 3. The following shall be Limited Common Elements appurtenant to Unit 1 and Unit 2 and shall be reserved for the joint use of the Unit Owners of Unit 2 and Unit 3 (the “U-2-3 LCEs”):

(1) The Limited Common Element depicted in the Plat adjoining Unit 2 and Unit 3.

(2) All other items depicted on the Plat as Limited Common Elements appurtenant to Unit 2 and Unit 3.

(f) Rights and Interests to Limited Common Elements.

(1) Except as otherwise provided in the Condominium Act or the Condominium Documents, the Unit Owner of the Unit to which Limited Common Elements are solely appurtenant shall have the exclusive right to use and occupy such Limited Common Elements for all purposes described in this Declaration and/or incidental to the use and occupancy of their respective Unit, which right shall be appurtenant to and run with such Unit. A Unit Owner of a Unit to which a Limited Common Element is solely appurtenant may, at such Unit Owner’s cost and expense, alter or improve such Limited Common Elements provided such alteration or improvement complies with Section 703.13(5m)(a) and (b) of the Condominium Act.

(2) Except as otherwise provided in the Condominium Act or the Condominium Documents, the Unit Owners of the Units to which Limited Common Elements are jointly appurtenant shall have the exclusive right to use and occupy such Limited Common Elements for all purposes described in this Declaration and/or incidental to the use and occupancy of their respective Units, which right shall be appurtenant to and run with each such Unit. A Unit Owner of a Unit to which a Limited Common Element is jointly appurtenant may, at such Unit Owner’s cost and expense, and with the consent of the other joint Unit Owner alter or improve such Limited Common Elements provided such alteration or improvement complies with Section 703.13(5m)(a) and (b) of the Condominium Act.

ARTICLE IV

Ownership, Percentage Interests

4.1 **Ownership of Units.** Except as otherwise provided in the Condominium Act and/or the Condominium Documents, each Unit Owner shall have exclusive ownership and possession of such Unit Owner’s Unit.

4.2 **Ownership of Common Elements.** Each Unit Owner shall own an undivided one-third (1/3) interest in the Common Elements. Except as otherwise set forth in the Condominium Act, the Common Elements shall be and remain undivided. A Unit, together with

the undivided interest in the Common Elements allocated to such Unit, constitutes real property for all purposes.

4.3 **Percentage Interest.** The Percentage Interest of each Unit in the Common Elements shall not be separated from any Unit Owner's ownership of such Unit. No Unit Owner shall execute any deed, mortgage, land contract or other instrument of conveyance affecting title to any Unit that does not include both such interests. Any such deed, mortgage, land contract or other instrument purporting to affect either of such interests without including the other shall be deemed and taken to include such other interest even though it is not expressly mentioned or described in the document.

ARTICLE V Construction Rights

5.1 Buildings in Plat.

(a) **Unit 1.** The Owner of Unit 1 shall have and hereby reserves the exclusive right to remove any existing improvements in Unit 1 and construct Unit 1, the U-1 LCEs and any and all other improvements connected to Unit 1 substantially in accordance with the Plat. The Owner of Unit 1 shall be solely responsible for the entire cost of the construction, maintenance, repair, replacement, restoration and insurance (including, but not limited to, builder's risk insurance), of all such improvements during such construction. The Owner of Unit 1 and its successor(s) shall have the right to enforce any warranties associated with such work. The Unit 1 Owner shall indemnify, defend, and hold the other Unit Owners harmless from and against any claims, suits, damages, fines, or similar costs and losses (including reasonable attorneys' fees and costs) resulting from the removal of the existing Unit 1 improvements and reconstruction of Unit 1. A portion of Unit 1 is subject to a no building restriction as depicted in the Plat (the "**No Building Restriction Area**"). The No Building Restriction Area is intended to accommodate the Pedestrian Walkway and Pedestrian Walkway Structures. The Unit 1 Owner shall not construct or install foundations or footings or other building improvements within the No Building Restriction Area. This restriction is not intended to restrict improvements to the No Building Restriction Area consistent with its use for a promenade or similar use, sidewalk, pedestrian walkway and green space.

(b) **Unit 2.** The Owner of Unit 2 shall have and hereby reserves the exclusive right to remove any existing improvements in Unit 2 and to construct Unit 2, the U-2 LCEs and any and all other improvements connected to Unit 2 substantially in accordance with the Plat. The Owner of Unit 2 shall be solely responsible for the entire cost of the construction, maintenance, repair, replacement, restoration and insurance (including, but not limited to, builder's risk insurance), of all such improvements during such construction. The Owner of Unit 2 and its successor(s) shall have the right to enforce any warranties associated with such work. The Unit 2 Owner shall indemnify, defend, and hold the other Unit Owners harmless from and against any claims, suits, damages,

finances, or similar costs and losses (including reasonable attorneys' fees and costs) resulting from the removal of the existing Unit 2 improvements and reconstruction of Unit 2. A portion of Unit 2 is subject to the No Building Restriction Area. The No Building Restriction Zone is intended to accommodate the Pedestrian Walkway and Pedestrian Walkway Structures. The Unit 2 Owner shall not construct or install foundations or footings or other building improvements within the No Building Restriction Area. This restriction is not intended to restrict improvements to the No Building Restriction Area consistent with its use for a promenade or similar use, sidewalk, pedestrian walkway and green space.

(c) Unit 3. The Owner of Unit 3 and any successor Owner of Unit 3 shall have and hereby reserves the exclusive right to operate and maintain a parking ramp and to lease and license portions thereof. The Owner of Unit 3 shall be solely responsible for the entire cost of the construction, insurance, maintenance, repair, replacement and/or restoration of the parking ramp improvements (including, but not limited to, builder's risk insurance) during such construction. The Owner of Unit 3 and their successor(s) shall have the right to enforce any warranties associated with such work. The Unit 3 Owner shall indemnify, defend, and hold the other Unit Owners harmless from and against any claims, suits, damages, fines, or similar costs and losses (including reasonable attorneys' fees and costs) resulting from the removal of the existing Unit 3 improvements and reconstruction of Unit 3.

(d) Design.

(1) As to the construction of Unit 1, the Unit 1 Owner shall have, and hereby reserves, the right to change the layout, location, dimensions and other construction details and specifications for Unit 1 and/or the U-1 LCEs from those shown in the Plat at any time and from time to time prior to the completion of the construction of Unit 1 and the U-1 LCEs. Prior to completion of Unit 1, Unit 1 Owner may revise the design plans and specifications as they relate to Unit 1 without the consent of any other Unit Owner. Unit 1 Owner may, at any time and from time to time, supplement, restate or otherwise amend the Plat and/or this Declaration without the consent of any other Unit Owner for the purpose of reflecting the changes described in this Section 5.1(d)(1) and/or the actual location, size, dimensions and other characteristics of Unit 1 and/or the U-1 LCEs after construction is completed, and to record any documents associated with such supplement, restatement and/or amendment. Notwithstanding the foregoing, Unit 1 Owner cannot modify the boundaries or restrictions of the No Building Restriction Area.

(2) As to the construction of Unit 2, the Unit 2 Owner shall have, and hereby reserves, the right to change the layout, location, dimensions and other construction details and specifications for Unit 2 and/or the U-2 LCEs from those shown in the Plat at any time and from

time to time prior to the completion of the construction of Unit 2 and the U-2 LCEs. Prior to completion of Unit 2, Unit 2 Owner may revise the design plans and specifications as they relate to Unit 2 without the consent of any other Unit Owner. Unit 2 Owner may, at any time and from time to time, supplement, restate or otherwise amend the Plat and/or this Declaration without the consent of any other Unit Owner for the purpose of reflecting the changes described in this Section 5.1(d)(2) and/or the actual location, size, dimensions and other characteristics of Unit 2 and/or the U-2 LCEs after construction is completed, and to record any documents associated with such supplement, restatement and/or amendment. Notwithstanding the foregoing, Unit 2 Owner cannot modify the boundaries or restrictions of the No Building Restriction Area.

(e) Development Easements and Other Agreements. Declarants acknowledge that they may enter into one or more easement or similar agreements as WOZ, or its successors reasonably request to carry out the anticipated redevelopment of Unit 1 and Unit 2, which may include, but not limited to the right to modify portions of the parking lot contained in Unit 3, provided such modifications do not materially interfere with the operation of such parking lot by the City, and are completed, in consultation with the City, with reasonable timing/phasing of construction practices so as to reduce disruptions with such parking operation. The modifications to such parking lot contemplated in any such agreements will be subject to the prior approval of City, which shall not be unreasonably withheld, conditioned or delayed and will provide that the party requesting such modifications will bear the costs of such modifications and will provide indemnification to the City with respect to any such modifications. The parties contemplate that the rights granted pursuant to this subsection may be assigned to and enforced by one or more purchasers of Unit 1 and Unit 2.

5.2 Pedestrian Access Bridge and Walkway.

(a) Pedestrian Bridge. The Declarants acknowledge and agree (for themselves and all subsequent Unit Owners) that a portion of the Condominium bordered by Unit 1, Unit 2, and Unit 3 has been contemplated for use for the connection of a pedestrian access bridge from the Condominium to the public right of way commonly known as of River Drive (the "Pedestrian Bridge"). The Owners of Unit 1, Unit 2, and Unit 3 and/or any subsequent Owners of Unit 1, Unit 2 and/or Unit 3 may allow a Pedestrian Bridge to be attached to Unit 1, Unit 2, and/or Unit 3. In addition, the Owners of Unit 1 and Unit 2 and/or any subsequent Owners of Unit 1 or Unit 2 shall have and hereby reserve the exclusive right, at their sole cost and expense, to construct, improve, reconstruct, maintain, alter, repair, replace, restore and/or relocate any structures within Unit 1 (with Unit 2 Owner's written consent) or Unit 2 (with Unit 1 Owner's written consent) or Unit 3 to allow for the connection of any Pedestrian Bridge to their respective Unit (the "Pedestrian Bridge Structures"). If the Pedestrian Bridge is built, as applicable, the Unit 1 Owner and Unit 2 Owner may make a public dedication, enter into an easement, lease or other arrangement to implement the

rights under this Section 5.2(a) of this Declaration with respect to their portions of their Units within the No Building Restriction Area as may be necessary for the accommodate such structures. It is contemplated and intended that the Pedestrian Bridge and Pedestrian Bridge Structure may be owned by the public and thereafter operated and maintained by the City. By accepting ownership of a Unit, each of the Declarants and all subsequent Unit Owners shall be deemed to have acknowledged, agreed and consented (1) to the rights described in this Section 5.2(a); (2) to any changes in the exterior appearance of Unit 1, Unit 2, or Unit 3 caused by any Pedestrian Bridge and associated Pedestrian Bridge Structures; (3) that the Pedestrian Bridge and associated Pedestrian Bridge Structure will not reduce the value of the Condominium or create a nuisance substantially affecting the use and enjoyment of other Units or the Common Elements; and (4) that such Declarant or other Unit Owner will assist with any reasonable measures necessary to obtain Board approval for any Pedestrian Bridge and associated Pedestrian Bridge Structure.

(b) Pedestrian Walkway. The Declarants acknowledge and agree (for themselves and all subsequent Unit Owners) that portions of Unit 1 and Unit 2 (as depicted as No Building Restriction Area in the Plat) are contemplated for use as a pedestrian walkway to access the Pedestrian Bridge Structure from the right of way of N. 2nds Street (the "Pedestrian Walkway"). The Owner or Owners of Units subject to the No Building Restriction Area are hereby granted the exclusive right, at their sole cost and expense, to construct, improve, reconstruct, maintain, alter, repair, replace, restore and/or relocate any improvements within the No Building Restriction Area to allow for the construction of the Pedestrian Walkway (the "Pedestrian Walkway Structures"). In the event of the construction and installation of the Pedestrian Bridge and associated Pedestrian Bridge Structures, the exclusive rights reserved in the preceding sentence shall be revoked and the Owner or Owners of Units subject to the No Building Restriction Area shall promptly convey to City an interest by perpetual easement (with dimensions as reasonably specified by City) in such portions of such Units within the No Building Restriction Area for City to, at its sole cost and expense, construct, improve, reconstruct, maintain, alter, repair, replace, restore and/or relocate the construction, improvement, operation and maintenance of the Pedestrian Walkway and Pedestrian Walkway Structures. By accepting ownership of a Unit, each of the Declarants and all subsequent Unit Owners shall be deemed to have acknowledged, agreed and consented (1) to the rights and obligations described in this Section 5.2(b); (2) to any changes in the exterior appearance of Unit 1 or Unit 2 caused by any Pedestrian Walkway and associated Pedestrian Walkway Structures; (3) that the Pedestrian Walkway and associated Pedestrian Walkway Structures will not reduce the value of the Condominium or create a nuisance substantially affecting the use and enjoyment of other Units or the Common Elements; and (4) that such Declarant or other Unit Owner will assist with any reasonable measures necessary to obtain Board approval for any Pedestrian Walkway and associated Pedestrian Walkway Structures.

5.3 **Assignability.** All rights granted to any Unit Owner under the foregoing Sections of this Article V are fully assignable by such Unit Owner to any subsequent owner of such assigning Unit Owner's Unit without the consent of any of the other non-assigning Unit Owners.

ARTICLE VI

Association, Voting Rights

6.1 **Membership, Duties and Obligations.** All Unit Owners, by virtue of their ownership of Units, shall be entitled and required to be members of the Association. Except as otherwise set forth in this Declaration, the Bylaws and/or the Condominium Act, the Board shall be responsible and have exclusive authority for all policy and operational decisions of the Association. By accepting ownership of a Unit and/or exercising any rights appurtenant thereto, each Unit Owner shall be deemed to have agreed to such mandatory membership in the Association and shall be entitled and subject to all of the rights and obligations of Unit Owners under the Condominium Act, this Declaration and the other Condominium Documents.

6.2 **Voting Rights.** The Association shall have only one class of voting membership, to which all of the Unit Owners shall belong. The aggregate number of Votes appurtenant to all of the Units combined shall be thirty (30). Each Unit Owner shall be entitled to cast ten (10) votes at any meeting of the Association. Such voting rights shall be exercised in the manner provided in the Bylaws. Each Declarant shall be entitled to cast the Votes attributable to each Unit owned by such Declarant (whether actually built or not), unless and until such Unit is transferred to a third party.

6.3 **Declarant Control.** Each Declarant hereby waives the right to assert any rights for declarant control under Section 703.15(2)(c) of the Condominium Act. By accepting ownership of a Unit and/or exercising any rights appurtenant thereto, each Unit Owner shall be deemed to have acknowledged, agreed and consented to the waiver in the preceding sentence and that each Declarant's exercise of their respective voting rights as a Unit Owner shall not constitute impermissible Declarant control under Section 703.15 of the Condominium Act.

6.4 **Association's Acquisition and Transfer of Units.** The Association shall have the ability to acquire, and then if acquired, transfer by deed, land contract or other means of conveyance, any Units, including Units acquired or reacquired by foreclosure or otherwise.

ARTICLE VII

Expenses

7.1 **Expenses and Assessments.**

(a) **Common Expenses.** All expenses paid or incurred by the Association in connection with the Condominium ("Common Expenses"), whether or not relating to Common Elements and whether attributable to any one (1) or more of the Units, including any and all costs of administration, utilities, insurance, maintenance, repair and replacement, landscaping and lawn care, cleaning and janitorial service, security, fire protection, snow shoveling and plowing, trash collection, security lighting, and salaries and wages, shall be allocated and assessed among the Units in accordance with this Declaration and

the Bylaws. The Common Expenses may include amounts to fund reserve accounts, including statutory reserve accounts established pursuant to Section 703.163 of the Condominium Act (to the extent any such statutory reserve account is created in the future). The Declarants have elected **not** to establish a Statutory Reserve Account under Section 703.163 of the Condominium Act. The liability protections of Section 703.163(1) of the Condominium Act shall apply.

(b) Separate Expenses. Real estate taxes, utility and all other charges billed separately to a Unit and/or a Unit Owner thereof shall be the personal obligation of such Unit Owner and shall not be considered Common Expenses unless paid by the Association in the discretion of the Board, in which case such expenses may be allocated to such Unit as provided in the Bylaws. If the Association is ever assessed for any such taxes and charges with respect to a Unit, the Unit Owner of such Unit shall still be personally responsible for and timely pay such taxes and charges. Utility and other charges and expenses attributable to each Unit shall be separately metered and charged to such Unit and/or the Unit Owner thereof whenever feasible, and such charges and expenses shall remain the personal obligation of such Unit Owner.

(c) Assessments. Subject to the terms and conditions provided herein or in the Bylaws, the Association shall allocate the Common Expenses (including, in the discretion of the Board, the amounts required to fund any statutory or other reserve account) among the Units and shall assess the Unit Owners for the share of such Common Expenses so allocated to their respective Units.

(d) Commencement of Assessments. The assessment obligation with respect to each Unit shall commence upon the earlier of, the date the architect for the construction of such Unit certifies that the construction of such Unit has been substantially completed; the date a certificate of occupancy is issued for such Unit; or the date on which such Unit is occupied and its use has commenced.

7.2 Payment of Assessments. All assessments relating to the Condominium, whether general, special or otherwise, shall be made, allocated, paid and collected as provided in the Bylaws and this Declaration. Each Unit Owner shall be personally liable to the Association for any amount so assessed with respect to such Unit Owner's Unit. In addition, payment of any amount so assessed with respect to a Unit shall be secured by a lien against such Unit and may be enforced by foreclosure of such lien, all in accordance with the provisions of Section 703.165 of the Condominium Act. The waiver or abandonment by a Unit Owner of the use or enjoyment of all or any portion of the Common Elements or such Unit Owner's Unit or any services attributable to either, shall not relieve such Unit Owner of liability for the payment of assessments.

7.3 Transfers.

(a) Assessments. In the event of a sale or other transfer of a Unit, both the grantor of such Unit and grantee of such Unit shall be personally liable, jointly and severally, for all amounts assessed against such Unit for Common Expenses

paid or incurred by the Association through the date of the conveyance, until all amounts so assessed have been paid to the Association. Notwithstanding the preceding sentence, a grantee of a Unit is entitled, within ten (10) business days of a request therefor, to receive a statement from the Association setting forth the amount of any unpaid assessments with respect to such Unit, whereupon such grantee shall not be liable for, nor shall such Unit be subject to a lien in respect of, any prior assessments not reflected on such statement. However, such grantee shall be personally liable for, and such Unit shall be subject to a lien in respect of, all unpaid assessments reflected in such statement, as well as any amounts assessed in accordance with the Bylaws after the effective date of such statement. A grantee of a Unit is also entitled to receive a payoff statement from the Association pursuant to Section 703.335 of the Condominium Act.

(b) **Transfer Expenses.** Upon compliance with the proper procedures under the Condominium Act, the Association may charge fees for providing a payoff statement under Section 703.165(4) or Section 703.335 of the Condominium Act or for providing the disclosure information as required under Section 703.20(2) of the Condominium Act. The payment of such fees, if any, shall be as set forth in the Bylaws.

7.4 **Assessment Liens.** The liens for assessments created under the Condominium Act or pursuant to this Declaration or the Bylaws upon a Unit shall have the priority specified in Section 703.165 of the Condominium Act.

ARTICLE VIII

Maintenance, Repairs and Casualty

8.1 **Unit Owners' Responsibilities.** Each Unit Owner shall, at such Unit Owner's expense, repair and maintain such Unit Owner's Unit and the Limited Common Elements appurtenant thereto, and any landscaping and lawn care, cleaning and janitorial service, security, fire protection, snow shoveling and plowing, trash collection, security lighting for such Owner's Unit, as provided in this Declaration and the Bylaws. The Unit 1 Owner, the Unit 2 Owner, and the Unit 3 Owner shall be jointly and severally liable for the expense of repairing and maintaining the U-1-3 LCEs. In addition, each Unit Owner shall maintain, at such Unit Owner's expense, such insurance for such Unit Owner's Unit as required under the Bylaws. Each Unit Owner shall also be solely responsible for the cost of repairing any damage to the Condominium caused by such Unit Owner's failure to fulfill such Unit Owner's obligations under this Section 8.1 of this Declaration or any other provision of the Condominium Documents.

8.2 **Association.** The Association shall, at its expense, maintain the Common Elements as provided in the Bylaws. In addition, the Association shall maintain, at its expense, such insurance with respect to the Condominium as it may be required to maintain from time to time under the Bylaws.

8.3 **Damage and Destruction.** The process and percentage votes determinative of whether to rebuild, repair, restore, or sell all or any part of the Condominium after a casualty or loss to same shall be as set forth in the Bylaws.

ARTICLE IX

Insurance

9.1 **Bylaws.** The Association and each Unit Owner shall procure and maintain the insurance as required in the Bylaws.

ARTICLE X

Condominium Within a Condominium

10.1 **Sub-Condominiums.** Notwithstanding any other provision of the Condominium Documents, WOZ and all subsequent Unit 1 or Unit 2 Owners shall have and hereby reserve the exclusive right, at their sole cost and expense, to further submit any property (as defined under the Condominium Act) in each of their respective Units to a condominium form of ownership under the Condominium Act to create one or more sub-condominiums within Unit 1 or Unit 2 (each, a “Sub-Condominium”). For clarity, any portion of Unit 1 or Unit 2 may be further subjected to a condominium form of ownership as part of one or more Sub-Condominium under the Condominium Act under this Article X. Each Sub-Condominium shall comply in all respects with the provisions of the Condominium Documents and the Condominium Act. Each such Sub-Condominium shall be subject to its own sub-declaration (the “Sub-Declaration”) and sub-plat (“Sub-Plat”) dividing the Unit into one or more sub-units (each, a “Sub-Unit” and collectively, the “Sub-Units”). The Sub-Condominium may have its own common elements, general common elements and/or limited common elements (collectively, the “Sub-Common Elements”), and shall have its own sub-association (“Sub-Association”) subject to its own sub-bylaws (“Sub-Bylaws”). Each Sub-Unit shall be subject to the provisions of the documents applicable to the Sub-Condominium, including, but not limited to, any Sub-Declaration, any Sub-Bylaws, any Sub-Plat and any rules and regulations applicable to such Sub-Condominium (collectively, the “Sub-Condominium Documents”). A Sub-Condominium can be created by any Unit 1 or Unit 2 Owner without the consent of the other Unit Owners.

10.2 **Sub-Associations.** Except as otherwise provided by the Condominium Documents, the Association shall have no direct management or control over any Sub-Condominium. All owners of a Sub-Unit shall be members of the Sub-Association governing such Sub-Unit, and any Sub-Association shall have a board of directors. Except as otherwise provided in the Sub-Condominium Documents and the Condominium Act, all policy and operational decisions for the Sub-Association shall be made by the Sub-Association’s board of directors. The Sub-Condominium Documents shall provide for the allocation of any Condominium assessments and any other procedures necessary to comply with the Condominium Documents. The Association may delegate one or more of the powers granted to the Association under the Condominium Documents and/or the Condominium Act for acts relating to a specific Unit to a Sub-Association for such Unit. The delegation of such powers may include, but not be limited to, the right to receive rental agreements under Section 703.315(3) of the Condominium Act. The Association may also delegate one or more of the Association’s obligations under the Condominium Documents and/or the Condominium Act a Sub-Association for such Unit. The delegation of such obligations described under this Section 10.2 may include, but not be limited to, the requirements to obtain any insurance under Section 703.17 of the Condominium Act.

10.3 **Condominium Liens.** Any lien imposed by the Condominium on a Unit for unpaid assessments shall be a lien on each Sub-Unit in such Unit.

10.4 **Cooperation.** Each of the Declarants and all subsequent Unit Owners hereby covenant and agree to reasonably assist any other Declarant or Unit Owner seeking to create a Sub-Condominium in their respective Unit and to take whatever reasonable actions may be reasonably necessary to accomplish that purpose. In furtherance of this provision, in the event that a Sub-Condominium cannot be accomplished, either because the Condominium Act prohibits the creation of a Sub-Condominium or that title to any of the Sub-Units of a Sub-Condominium cannot be insured by one or more national title insurance companies authorized to do business in the State of Wisconsin, the Unit Owners and the Association shall cooperate in the amending and restating of the Condominium Documents in a manner that causes the functional equivalent of a Sub-Condominium within the condominium structure permitted by the Condominium Act or insurable by national title insurance companies authorized to do business in Wisconsin (the “Functional Equivalent Amendment”).

10.5 **Relationship to Condominium.** The Condominium Documents shall control in the event of any conflict between any Condominium Documents and any Sub-Condominium Documents.

ARTICLE XI

Master Association

11.1 **Delegation.** Any or all of the powers or obligations allocated to the Association in the Condominium Documents and/or the Condominium Act (including, but not limited to, any or all of the powers described in Section 703.15(3) of the Condominium Act) may be delegated to a Master Association (as defined in Section 16.1(y)) for the benefit of one or more of the Unit Owners. Such Master Association may exercise any and all such delegated powers for the benefit of one or more of the Unit Owners in the Condominium. Matters delegable to such Master Association may include the receipt of rental agreements under Section 703.315(3) of the Condominium Act and any acts required under the insurance provisions of Section 703.17 of the Condominium Act.

11.2 **Creation.** One or more Unit Owners may request that a Master Association be created and specifically delegated one or more of the powers described in Section 11.1 of this Declaration. Such request shall be made to the Board. The Board shall thereafter vote on such action. If the Board approves such action, the requesting Unit Owners shall create the Master Association and prepare and submit any and all instruments and documents necessary to implement the delegation of powers approved by the process described in this Section 11.2 of the Declaration to the Board. Upon approval of such submittal, the Board shall execute such instruments and documents implementing the delegation. Once created, the board of any such Master Association shall be elected by the Unit Owners that are benefitted by the Master Association.

ARTICLE XII

Use Restrictions

12.1 **General.** Each Unit shall be restricted to those uses specifically applicable to such Unit as set forth in Article II of this Declaration and the following Sections of this Article XII. The use and enjoyment of the Condominium shall be further subject to such restrictions as may be contained this Declaration or in the Bylaws and the Rules & Regulations. Except as otherwise provided in the Condominium Documents or the Condominium Act, no Unit Owner shall conduct, nor allow any Invitees (as defined in Section 16.1(u)) to conduct, or otherwise allow such Unit Owner's Unit to be used to conduct, any noxious or offensive activity within the Condominium or any other activity that may be or become an annoyance or nuisance to other Unit Owners or such Unit Owners' Invitees.

12.2 **Enumerated Restrictions.**

(a) reserved

12.3 **Non-Amendment.** Notwithstanding any other provision of the Condominium Documents, the rights granted to any Unit Owners under this Article XII may not be revoked or modified without the prior written consent of such Unit Owner.

ARTICLE XIII

Unit Changes

13.1 **Alterations within Units.** Each of the Declarants and each Unit Owner shall have and hereby reserve the right to make any modification, penetration, decoration, installation, build-out, renovation, removal, reconstruction, repair or other alteration within any Unit owned by such Declarant or Unit Owner, provided all such modifications, penetrations, decorations, installations, removals, reconstruction, repairs and/or alterations comply with the Condominium Documents, Condominium Act and all applicable Governmental Regulations (as defined in Section 16.1(t)). In connection therewith, each of the Declarants and each Unit Owner will have and hereby reserve an easement for themselves and for their Designees (as defined in Section 16.1 (r)) over, under, upon and through all or any portion of the Condominium to engage in such activities. By accepting ownership of a Unit, each of the Declarants and all subsequent Unit Owners shall be deemed to have further acknowledged, agreed and consented that (a) alterations to Units as described in this Section 13.1 may lead to noise, vibration, traffic, dust, and other conditions that temporarily impact the use and enjoyment of the other Units in the Condominium (including but not limited to temporary restrictions on individuals' ability to access such other Units and/or the Common Elements) in a manner consistent with usual construction conditions (the "Temporary Construction Conditions") and (b) that such Temporary Construction Conditions will not constitute a nuisance substantially affecting the use and enjoyment of those Units or of the Common Elements. Each Unit Owner or other Person asserting any interest in the Condominium hereby waives and otherwise releases any and all rights to compensation and other claims for relief connected to such Temporary Construction Conditions.

13.2 **Relocation of Perimeters.** Unit Owners of contiguous Units, subject to the application process and approval of the Board as provided in Section 13.5 below, shall have the

right to relocate the perimeters between their adjoining Units pursuant to Section 703.13(6) of the Condominium Act.

13.3 **Separation of Units.** Each Unit Owner, subject to the application process and approval of the Board as provided in Section 13.5 below, shall have the right to separate such Unit Owner's Unit pursuant to Section 703.13(7) of the Condominium Act. The creation of a Sub-Condominium pursuant to Article X shall not be deemed a separation of a Unit pursuant to Section 703.13(7) of the Condominium Act. In the case of the restatement of the Condominium Documents to create the functional equivalent of a Sub-Condominium pursuant to Article X, the Association shall cooperate in such process as set forth in Section 10.4.

13.4 **Merger of Units.** Each Unit Owner, subject to the application process and approval of the Board as provided in Section 13.5 below, shall have the right to merge two (2) or more contiguous Units owned thereby into a single unit in the Condominium pursuant to Section 703.13(8) of the Condominium Act.

13.5 **Application.** Except as otherwise set forth herein, Unit Owner(s) desiring to make any of the changes set forth in Sections 13.2, 13.3, and 13.4 of this Declaration or that otherwise require the approval of the Board under the Declaration, Bylaws and/or the Condominium Act shall first make application to the President (as defined in Section 16.1(hh)) proposing the desired change and shall also provide written notice to all other Unit Owners (the "Application"). The Application shall include a proposed amendment to this Declaration, an addendum to the Plat reflecting the proposed changes, plans of each Unit showing the proposed new perimeters of each affected Unit(s), and if applicable Common Elements, and all other information required by the Condominium Act. The addendum to the Plat and all plans submitted shall be certified as to accuracy and compliance with the Condominium Act by a qualified civil engineer, architect or land surveyor licensed to practice in the State of Wisconsin as required by Sections 703.13(6)(e), 703.13(7)(c), and 703.13(8)(c) of the Condominium Act. If the Application involves a relocation of perimeters between contiguous Units, it shall propose (a) how the Percentage Interests, Votes and rights to use Limited Common Elements appurtenant to such Units should be reallocated, if at all, and (b) how existing liabilities and reserve funds for Common Expenses appurtenant to such Units should be reallocated, if at all. If the Application involves a separation of a Unit, it shall propose (a) new identifying numbers for the proposed new units in the Condominium; (b) how the Percentage Interest, Vote and rights to use Limited Common Elements appurtenant to the existing Unit would be allocated among such new units in the Condominium; and (c) how existing liabilities and reserve funds for Common Expenses appurtenant to the existing Unit should be allocated among such new units in the Condominium. If the Application involves a merger, it shall propose the identifying number for the surviving merged unit. All information in each Application shall be provided by the applying Unit Owner at each applying Unit Owner's sole expense. Upon submittal, the Board may require any applying Unit Owner to provide, at such Unit Owner's sole expense, any other information reasonably necessary to consider the Application, including but not limited to, a signed statement from a Wisconsin-licensed structural engineer or professional engineer specializing in structural engineering that the merger, separation or relocation will not impair the structural integrity or lessen the support of any portion of the Condominium. Each Unit Owner submitting an Application shall be liable for all expenses incurred by the Association to review the Application or to prepare any documentation related to the Application, including but not limited to any

engineering, surveying, and legal fees incurred by the Association in considering the Application and/or preparing any documentation, whether or not the Application is ultimately approved. Where any separation, merger or relocation requires the approval of any municipality in which the Condominium is located, the applying Unit Owner shall, at its sole cost, obtain such approval. The Association may recover all unpaid expenses in connection with any Application by imposing a special assessment against the applying Unit Owner's Unit or through any other process allowed by law.

13.6 **Review.** Within thirty (30) days after written notice of the Application is given to all Unit Owners, the President shall convene a meeting of the Board to consider the Application. At such meeting, the Board shall either approve, request additional information to be considered at the next meeting of the Board (to be held within thirty (30) days of receipt of such requested information), or reject the Application. The Board may not unreasonably withhold its approval of any Application. Delaying approval or rejection of an Application while obtaining sufficient information in order to consider such Application shall not be deemed unreasonable delay in approving or rejecting an Application.

13.7 **Recording.** If an Application is approved, an amendment to this Declaration and the Plat shall be finalized and circulated for execution, pursuant to the applicable requirements of Section 703.13 of the Condominium Act, but only after the applying Unit Owner(s) have paid all of the expenses incurred by the Association to review the Application or to prepare any documentation related to the Application as described in Section 13.5 of this Declaration. Such amendment shall not be recorded until it has been executed as required by the Condominium Act.

ARTICLE XIV

Easements

14.1 **Association.** Notwithstanding any other provision in the Condominium Documents, the Association and its Designees are hereby granted an irrevocable, perpetual and non-exclusive easement to, on, across, over and/or through all or any portion of the Condominium for (a) the installation, maintenance, operation, repair and replacement of any Common Elements and (b) the purpose of exercising all powers and responsibilities under the Condominium Documents or the Condominium Act, including making inspections, correcting conditions originating in a Unit and/or as otherwise provided in Section 703.32 of the Condominium Act.

14.2 **Limited Common Elements.** Notwithstanding any other provision in the Condominium Documents, any Unit Owner of a Unit to which Limited Common Elements are appurtenant and its Designees are hereby granted an irrevocable, perpetual and non-exclusive easement to (a) access any other Unit or any Common Elements for any purpose incidental to the use and occupancy of such Unit Owner's Unit or Limited Common Elements and (b) to place, construct, improve, reconstruct, maintain, alter, repair, and/or replace any such Limited Common Elements in such other Units.

14.3 **Neighboring Unit Owners.** Each Unit Owner shall have an irrevocable, perpetual and non-exclusive easement to enter any other Unit to the extent necessary to

construct, improve, reconstruct, maintain, alter, repair, and/or replace any such Unit Owner's Unit, any Unit Service Facilities connected to such Unit Owner's Unit and/or any other Service Facilities for which such Unit Owner is responsible under the Condominium Documents. The rights of such Unit Owner under this Section 14.3 shall be exercised only to the extent reasonably necessary for the foregoing purposes and may be subject to reasonable rules imposed on the Unit Owner of the servient estate.

14.4 **Encroachments.** The actual as-built perimeters of a Unit or any Common Elements constructed or reconstructed in substantial conformity with the Plat shall be conclusively presumed to be the perimeters for such Unit or Common Elements, regardless of any settling or shifting of any of the Buildings and regardless of minor variations between the perimeters described in this Declaration and/or shown on the Plat and the actual perimeters thereof after such construction or reconstruction. In the event that by reason of the design, construction, reconstruction, settlement or shifting of all or any portion of the Condominium, any portion of the Common Elements encroaches or shall hereafter encroach upon any Unit, or any portion of any Unit encroaches or shall hereafter encroach upon any of the Common Elements or any other Unit, an irrevocable, perpetual and exclusive easement is hereby granted and reserved to allow such encroachment for so long as the encroachment remains in place. The easement rights granted in this Section 14.4 shall include the right to maintain, repair and/or replace such encroaching Unit or Common Elements. No changes in, adjustments of, or presumptions regarding the location of the Units under this Section 14.4 shall impact the Percentage Interests of such Units set forth in Exhibit B.

14.5 **Support.** The Association shall have an irrevocable, perpetual and non-exclusive easement over all of the Units and General Common Elements for the maintenance, repair, and/or replacement of any structural facilities supporting any Unit and/or the General Common Elements,

14.6 **General Common Elements.** Each Unit Owner shall have an irrevocable, perpetual and non-exclusive easement over, under, upon and through the General Common Elements for any purpose consistent with the purposes of the Condominium, subject to such restrictions as may be imposed from time to time under the Condominium Documents.

14.7 **Covenants Running with the Land.** All easements and other rights granted under this Article XIV shall run with the Land and with each of the Units (and the Percentage Interests in the Common Elements allocated to such Units) and shall inure to the benefit of and be binding upon all of the Declarants, all Unit Owners and each of their respective successors in interest. The burdens, covenants and obligations in this Article XIV shall be binding upon each of the Unit Owners of each servient estate referenced in this Article XIV and their respective heirs, successors and assigns and all successors in interest to such servient estates. The easements granted under this Article XIV shall not terminate by merger of the interests by any future Unit Owner owning more than one Unit but shall continue to benefit all future owners of any dominant estate and burden the future owners of any servient estate.

14.8 **General.** The Association or Declarants shall have the authority to execute and record all documents necessary to carry out the intent of this Article XIV. All easement rights granted in this Article XIV may be interrupted at any time and from time to time as necessary to

place, construct, improve, reconstruct, maintain, alter, repair, replace and/or relocate all or any improvements in any of the servient estates. Whenever feasible, the rights to place, construct, connect, improve, reconstruct, maintain, alter, repair and/or replace any improvements or structures under Section 14.1, Section 14.2, Section 14.3, and Section 14.4, of this Declaration shall be exercised (a) upon reasonable advance notice to such other Unit Owners involved; (b) at times reasonably convenient to such other Unit Owners involved and in a manner so as to not unreasonably interfere with the use of any Unit by such other Unit Owners involved; (c) in conformance with all landlord-tenant laws (if applicable); and (d) under any supervision the Board may deem appropriate. Notwithstanding anything in this Section 14.8, in the case of an emergency, the rights under Section 14.1, Section 14.2, Section 14.3, and Section 14. may be exercised immediately and without notice and whether or not such Unit Owner is present at the time. Any Unit Owner exercising rights under this Article XIV shall immediately repair any damage caused by such exercise of rights and, if such Unit Owner fails to do so, the Association may repair such damage and impose an assessment for the cost thereof against such Unit Owner. Notwithstanding any other provision of the Condominium Documents, the easements granted to the Declarants and Unit Owners under the foregoing Sections of this Article XIV may not be revoked or otherwise modified without the prior written consent of the Declarants and Unit Owners benefitted and burdened by such easements.

ARTICLE XV

Mortgages

15.1 **Mortgages.** No Unit Owner shall have the right or authority to place a Mortgage, encumbrance or other lien ("Mortgage") on any portion of the Condominium other than such Unit Owner's Unit and the Percentage Interest in the Common Elements appurtenant thereto. Except as otherwise provided herein, by the acceptance of a Mortgage and/or the assertion of any rights thereunder, the Person holding such Mortgage shall be deemed to have agreed that any instrument documenting such Mortgage, and the rights and obligations of the parties with respect thereto, is subject to the terms and conditions of the Condominium Act and this Declaration. In connection therewith and except as otherwise provided in the Condominium Documents, each instrument documenting such Mortgage shall be deemed to provide that the lien holder thereof shall have no right to (a) participate in (i) the adjustment of losses with insurers; (ii) the determination of awards upon condemnation; or (iii) the decisions with respect to whether or how to repair in connection with casualty or condemnation or (b) receive or apply proceeds of insurance or condemnation, whether to the debt secured by such lien or otherwise, except to the extent, if any, of either a distribution of such proceeds to Unit Owners pursuant to Sections 703.18 or 703.19 of the Condominium Act or a distribution in excess of the proceeds required to repair or restore the Unit encumbered by such Mortgage. Nothing contained in this Section 15.1 or elsewhere in this Declaration or the other Condominium Documents shall give any Unit Owner or other Person priority over the rights of such lien-holder with respect to such distributions.

15.2 **Registration of Lien Holders.** All Unit Owners shall notify the Secretary (as defined in Section 16.1(jj)) of the name and address of the proposed holder of a Mortgage and the priority of such Mortgage. A Unit Owner's failure to provide such information shall not affect the validity, enforceability or priority of any such Mortgage. The Secretary shall maintain a register of all Persons holding a Mortgage.

15.3 **Application and Effect.** The provisions of this Article XV shall supersede any inconsistent provision herein or in the other Condominium Documents. No amendment to this Declaration shall affect the rights of a Mortgagee of a Unit whose interest was recorded prior to the recordation of any such amendment unless such Mortgagee consents in writing to such amendment.

ARTICLE XVI

Miscellaneous Provisions

16.1 **Definitions.** Except as otherwise provided in other Sections of this Declaration, the following terms, when used in this Declaration, shall have the meanings specified for such terms below, and derivatives thereof shall be interpreted accordingly:

- (a) “AAA” — as defined in Section 16.6 of this Declaration.
- (b) “Act” — as defined in the Preamble to this Declaration.
- (c) “Affiliates” — of a Person means (i) any individual or entity controlling, controlled by, or under common control with such Person; (ii) any direct or indirect shareholder, member, partner or other owner of such Person; and (iii) any director, manager, member, officer, employee or other official of such Person.
- (d) “Application” — as defined in Section 13.5 of this Declaration.
- (e) “Articles” — shall mean the Articles of Organization for the Association.
- (f) “Assessment Interests” — as defined in the Preamble to this Declaration.
- (g) “Association” — as defined in the Preamble to this Declaration.
- (h) “Board” — as defined in the Preamble to this Declaration.
- (i) “Buildings” — as defined in the Recitals to this Declaration.
- (j) “Bylaws” — as defined in the Preamble to this Declaration.
- (k) “Common Elements” — shall mean the Limited Common Elements and General Common Elements as defined and described in the Recitals to this Declaration and Article III.
- (l) “Common Expenses” — as defined in Section 7.1(a) of this Declaration.
- (m) “Condominium” — as defined in the Recitals to this Declaration.

(n) “Condominium Act” — as defined in the Recitals to this Declaration.

(o) “Condominium Documents” — as defined in the Preamble to this Declaration.

(p) “Declarants” — as defined in the Recitals to this Declaration, including successors as such, whether pursuant to Section 703.09(4) of the Condominium Act or otherwise.

(q) “Declaration” — as defined in the Recitals to this Declaration of Condominium.

(r) “Designees”— shall mean employees, agents, representatives, contractors, vendors, service providers and/or materials suppliers.

(s) “General Common Elements” — as defined in Section 3.2 of this Declaration.

(t) “Governmental Regulations” — shall mean any and all laws, rules, regulations, ordinances, orders, decrees or other requirements issued or promulgated by any government, agency, instrumentality, entity, court or other authority having jurisdiction in connection therewith.

(u) “Invitees” — shall mean any Person (other than a Unit Owner) lawfully present on or seeking lawful access to any portion of the Condominium. “Invitees” shall be construed as broadly as possible and shall include, but not be limited to:

(1) all tenants, licensees or occupants of, or any businesses operating on, any portion of any Unit (collectively, the “Occupants”);

(2) all family members, guests, employees, customers (whether actual or prospective), owners, agents, representatives, contractors, vendors, service providers and/or materials suppliers of (a) any Unit Owner and/or any portion of any Unit (b) any of the Occupants, and/or (c) relating to any portion of any Unit; and

(3) any private, municipal and/or governmental service providers, including but not limited to, providers of postal, delivery, emergency, medical, police, fire, water, electric, communication, garbage collection, recycling, and/or utility services.

If any Unit Owner is a trust, “Invitees” shall include (in addition to the other Persons and entities identified in this Section 16.1(u)) all trustees and beneficiaries of such trust, and all of the Persons enumerated in this Section 16.1(u) of such trustee or beneficiary. If any Unit Owner is an entity, “Invitees” shall include (in addition to the other Persons identified in this

Section 16.1(u)) all members, managers, directors, officers, shareholders, stockholders, affiliates and/or partners of such entity, and any of the other persons or entities enumerated in this Section 16.1(u) of such persons or entities. For clarity, “Invitees” and “Occupants” do not include any Unit Owner.

(v) “Joint Columns” — as defined in Section 3.3(e)1. of this Declaration.

(w) “Land” — as defined in the Recitals to this Declaration.

(x) “Limited Common Elements” — as defined in Section 3.3 hereof.

(y) “Master Association” — shall mean a profit or nonprofit corporation or unincorporated association which exercises the powers under Section 703.15(3) of the Condominium Act on behalf of one or more condominiums or for the benefit of the unit owners of one or more condominiums.

(z) “Mortgage” or “Mortgage on a Unit” — shall mean a recorded mortgage or land contract vendor interest encumbering such Unit, or as otherwise defined in Section 15.1 of this Declaration.

(aa) “No Building Restriction Area” – as defined in Section 5.1(a) hereof.

(bb) “Mortgagee” or “Mortgagee of a Unit” — shall mean a holder of a Mortgage on such Unit.

(cc) “Pedestrian Bridge” — as defined in Section 5.2(a) of this Declaration.

(dd) “Percentage Interests” — as defined in the Preamble to this Declaration.

(ee) “Pedestrian Walkway” — as defined in Section 5.2(b) of this Declaration.

(ff) “Person” — shall mean any natural person or entity, whether or not a party to any of the Condominium Documents.

(gg) “Plat” — as defined in the Preamble to this Declaration.

(hh) “President” — shall mean the President (from time to time) of the Association.

(ii) “Rules & Regulations” — as defined in the Preamble to this Declaration.

(jj) “Secretary” — shall mean the Secretary (from time to time) of the Association.

(kk) “Service Facilities” — shall mean any or all utility, electrical, mechanical, plumbing, and fire protection systems, connections, facilities and equipment located within and/or otherwise servicing the Condominium, as well as all other connections, systems, facilities and equipment located within and/or otherwise servicing the Condominium. Service Facilities shall include, but not be limited to, any or all heating, ventilation, air conditioning and exhaust fans, pipes, ducts, vents, flues, plenums, chases, soffits, chimneys and other connections, systems, facilities and equipment related thereto; all electrical, telephone, television, computer, communications, security, security lighting, life safety, fire protection, fire alarm and other utility cables, wires, lines, conduits, hoses, panels, junction boxes, fixtures, receptacles, panel boards and other connections, systems, facilities and equipment related thereto; and all gas, water, sanitary sewer and storm water mains, laterals, pipes, pumps, drains, valves, conduits, hoses and other connections, systems, facilities and equipment related thereto.

(ll) “Sub-Association” — as defined in Section 10.1 of this Declaration.

(mm) “Sub-Bylaws” — as defined in Section 10.1 of this Declaration.

(nn) “Sub-Common Elements” — as defined in Section 10.1 of this Declaration.

(oo) “Sub-Condominium” — as defined in Section 10.1 of this Declaration.

(pp) “Sub-Condominium Documents” — as defined in Section 10.1 of this Declaration.

(qq) “Sub-Plat” — as defined in Section 10.1 of this Declaration.

(rr) “Sub-Unit” or “Sub-Units” — as defined in Section 10.1 of this Declaration.

(ss) “Temporary Construction Conditions” — as defined in Section 13.1 of this Declaration.

(tt) “Unit” or “Units” — as defined in the Recitals to this Declaration.

(uu) “Unit Schedule” — as defined in the Preamble to this Declaration.

(vv) “Unit Owner” — as defined in the Recitals to this Declaration and shall include any Person holding an equitable ownership interest as a land contract vendee in a Unit. Each Declarant and each Person subsequently holding legal title or an equitable ownership interest in a Unit shall cease to be a “Unit Owner” as to

any Unit in which they hold legal title or an equitable interest upon such Person's transfer of his, her or its interest in such Unit.

(ww) "Unit 1 Owner" — shall mean all Unit Owners of Unit 1. For clarity, Wausau Opportunity Zone, Inc. and each Person subsequently holding legal title or an equitable ownership interest in Unit 1 shall cease to be a "Unit 1 Owner" upon such Person's transfer of his, her or its interest in Unit 1.

(xx) "Unit 2 Owner" — shall mean all Unit Owners of Unit 2. For clarity, Wausau Opportunity Zone, Inc. and each Person subsequently holding legal title or an equitable ownership interest in Unit 2 shall cease to be a "Unit 2 Owner" upon such Person's transfer of his, her or its interest in Unit 2.

(yy) "Unit 3 Owner" — shall mean all Unit Owners of Unit 3. For clarity, City of Wausau, Wisconsin and each Person subsequently holding legal title or an equitable ownership interest in Unit 3 shall cease to be a "Unit 3 Owner" upon Person's transfer of his, her or its interest in Unit 3.

(zz) "Votes" — as defined in the Preamble to this Declaration.

(aaa) "Wisconsin Statutes" — shall mean the statutes of the state of Wisconsin.

16.2 **Interpretation.** In interpreting this Declaration, the following rules shall be applied:

(a) **Conflict.** Unless otherwise expressly provided in this Declaration, the provisions of Section 703.30(4) shall control any conflicts that may exist between any of the documents associated with the Condominium.

(b) **Headings.** The headings of this Declaration are intended for convenience only and shall not affect meaning or interpretation hereof.

(c) **Number, Gender.** Whenever the context so permits, (a) the singular shall include the plural and the plural shall include the singular; and (b) any gender shall include all genders.

(d) **References.** References to any statute, document, exhibit or other authority or to provisions therein shall be deemed (i) to refer to such authority or provision as in effect on the date hereof, and as renumbered or otherwise amended hereafter to the extent that incorporation of such amendment(s) is consistent with the purposes of this Declaration and (ii) to incorporate herein and make a part hereof by such reference such authority and all authorities promulgated thereunder or otherwise related thereto to the extent appropriate to accomplish the purpose of such reference.

(e) **Non-exhaustive.** The word "including" shall mean "including, without limitation."

16.3 **Amendments.** In addition to the provisions of Article XIII and other provisions hereof, and except to the extent otherwise restricted or permitted herein, this Declaration may also be amended with the unanimous consent of Unit Owners as provided in Sections 703.09 and/or 703.093 of the Condominium Act.

16.4 **Enforcement.** In addition to the other remedies available to the Association, the Association shall have the right to collect from any Unit Owner who is in violation beyond any applicable cure period provided in the Condominium Documents, a fine for each day such violation continues in such amount as may be set forth in the Bylaws or the Rules and Regulations from time to time.

16.5 **Injunctive Relief.** Each of the Unit Owners acknowledges that the nonmonetary provisions of this Declaration and the other Condominium Documents are reasonable and necessary to protect the legitimate interests of Declarants and the Association, and that breach of any such provisions by such Unit Owner would cause irreparable harm to the other Declarants, the other Unit Owners and/or the Association, which injury could not be fully measured or compensated by money damages and for which there would be no other adequate remedy at law. Accordingly, such Unit Owner hereby agrees that, in the event of any such breach, the other Declarants, Unit Owners and/or the Association shall be entitled to obtain, in addition to such other legal and/or equitable relief as may be appropriate, temporary restraining orders and temporary and permanent injunctions preventing further such breaches and hereby waives, to the fullest extent permitted by law, any bond in connection with such orders and injunctions.

16.6 **Arbitration.** Except with respect to matters described in the foregoing Section 16.5 and the enforcement of payment of unpaid assessments, all disputes between or among Unit Owners, Declarants and/or the Association arising out of or relating in any way to the Condominium or the Condominium Documents shall be settled by arbitration conducted in Milwaukee, Wisconsin and otherwise in accordance with whatever procedures are mutually agreed upon by the parties thereto or, if they fail to so agree, in accordance with the Commercial Arbitration Rules of the American Arbitration Association (the “AAA”). The arbitrator shall be such person(s) as are mutually agreed upon by the parties thereto or, if they fail to so agree, arbitrator(s) selected in accordance with the AAA procedure for that purpose. If the parties fail to agree on the arbitrator(s) for any dispute subject to this Section, either party may commence the AAA procedure for doing so upon ten (10) days’ notice thereof to the other party. There shall be only one (1) arbitrator, except that, in disputes involving more than two hundred fifty thousand dollars (\$250,000.00), a party may elect to have three (3) arbitrators upon notice thereof to the other party(ies) thereto at any time prior to the designation of arbitrator(s) under the foregoing provisions of this Section (or, if earlier, the commencement of the AAA process for doing so). In such event, the decision of a majority of such arbitrators shall be controlling. The arbitrator(s) shall award all or any portion of the attorneys’ fees, arbitration costs and/or other expenses to a prevailing party in such proceedings if the arbitrator(s) determine that an opposing party was not acting in good faith and/or was acting without substantial justification with respect to the arbitration and/or the dispute to which such fees, costs and expenses relate. Otherwise, the costs of the arbitrator(s) shall be borne equally by all parties, and each party shall pay its own legal and other fees and expenses in connection with such arbitration. The award rendered by the arbitrator(s) shall be final and binding on all parties and may be entered and enforced by any court of competent jurisdiction. The arbitrator(s) shall have no authority to

award punitive damages. In the event that any party to a dispute fails to cooperate with arbitration proceedings instituted pursuant to this Section, any other party to such dispute shall be entitled to recover reasonable attorneys' fees and expenses in connection with enforcing such party's rights under this Section, in addition to such other legal and/or equitable relief as may be appropriate.

16.7 **Jurisdiction.** This Declaration shall be governed by, and construed and enforced in accordance with, the internal laws of the state of Wisconsin. Each Unit Owner, Declarants, the Association and any other Person asserting rights appurtenant to the Condominium hereby stipulates and agrees that, subject to Section 16.6 of this Declaration, any action or other legal proceeding arising under or in connection with the Condominium or the Condominium Documents shall be commenced and tried in its entirety in the Wisconsin Circuit Court for Marathon County, Wisconsin, and each such person hereby agrees not to assert in any such action or proceeding that either of such courts lacks personal jurisdiction or is not a convenient forum and hereby waives, to the fullest extent permitted by law, any other right to contest the jurisdiction and/or venue thereof.

16.8 **Notices.** Any notice or other communication required or allowed by this Declaration or any of the other Condominium Documents to be given to a Unit Owner of a Unit shall be sufficiently given if delivered to any Unit Owner of such Unit, regardless of the number of Unit Owner(s) having an interest therein. Each Unit Owner shall provide the Secretary with an address for the mailing of any such notices or other communications. Any such notices and other communications shall be deemed sufficiently delivered if in writing and personally delivered to any such Unit Owner or mailed to any such Unit Owner at the address so provided, or if no address was so provided, to the address of such Unit. Notices and other communications hereunder to the Association shall be in writing and personally delivered to the agent then designated pursuant to Section 1.3 hereof or mailed to such agent at the address then designated pursuant thereto. Notices delivered in person as provided above shall be effective immediately; notices mailed as provided above shall be effective three (3) days after the deposit, with postage prepaid, in the United States Mail.

16.9 **No Waiver.** The failure of the Association to insist, in any one or more instances, upon the strict performance of any of the terms, covenants, conditions or restrictions of this Declaration, or to exercise any right or option set forth in this Declaration, or to serve any notice or institute any action to assert or otherwise enforce any such term, covenant, condition, restriction, right or option, shall not be construed as a waiver or other relinquishment of such term, covenant, condition, restriction, right or option, and such term, covenant, condition, restriction, right or option shall remain in full force and effect. The receipt, deposit and/or collection by the Association of payment of any assessment by a Unit Owner, whether or not with knowledge of the breach of any covenant hereof, shall not be deemed as a waiver of any such breach. No waiver by the Association of rights in any one or more instances under any provision hereof shall be effective unless in writing and signed thereby, and no such waiver shall affect their rights under any other provision or with respect to any other instances. A suit to recover a money judgment for unpaid assessments shall be maintainable in any court identified in Section 16.7, without foreclosing or waiving any lien securing same.

16.10 **Further Assurance.** Each Unit Owner shall execute and deliver such documents (including powers of attorney or other documents relating to amendments of this Declaration pursuant to its terms) and take such other actions at any time and from time to time hereafter as may be reasonably requested by the Board to carry out the provisions or purposes of this Declaration or the other Condominium Documents.

16.11 **Severability.** In the event that any provision of this Declaration is ever finally determined to be wholly or partially illegal, invalid or unenforceable, either in all jurisdictions and circumstances or in particular jurisdictions or circumstances, such provision shall be deemed severed herefrom in those jurisdictions and circumstances as to which it is so determined to be wholly illegal, invalid or unenforceable and shall be deemed limited to the extent required in those jurisdictions and circumstances as to which it is so determined to be partially illegal, invalid or unenforceable, and such severance or limitation shall not affect the legality, validity or enforceability of any other provisions hereof or of such provision to the extent not so severed or limited.

16.12 **Run with Land.** This Declaration shall run with the Land and with each of the Units and shall inure to the benefit of and be binding upon Declarants and all subsequent Unit Owners, and all other successors in interest in the Condominium.

16.13 **Option to Purchase.** WOZ, and its successors in interest to Unit 1 and Unit 2 (individually and/or collectively, "Optionee") are hereby granted the option to Purchase Unit 3 on the following terms:

(a) So long as Unit 3 is owned by the City, City shall operate and maintain the parking lot therein ("Parking Lot 1") consistent with the standards of operation and maintenance for other parking facilities and lots owned and operated by the City, including adjustments to parking fees to provide for operation and maintenance; provided, however that the rules and parking fees established for this parking lot shall not unreasonably interfere with the redevelopment efforts of Unit 1 and Unit 2, and provided further that the City shall have the right and option to cease operating Parking Lot 1 as a parking facility with at least twenty-four (24) months' prior written notice to Developer. Declarants acknowledge and agree that WOZ shall have no obligation to contribute to the costs of operation and maintenance of Parking Lot 1, other than through the parking fees.

(b) In the event City shall exercise its option to terminate operations of Parking Lot 1 in Unit 3, City shall notify each Optionee in writing that the City intends to discontinue operation of a public parking ramp within Unit 3, not less than twenty-fours (24) months prior to the termination of such operations (the "Notice of Termination").

(c) For a period of twenty-four (24) months following Optionee's receipt of the Notice of Termination (the "Investigation Period") Optionee shall be entitled to undertake from time to time and at any time such investigations,

tests, and analysis of Unit 3 as Optionee deems appropriate to evaluate the purchase of Unit 3.

(d) Prior to the expiration of the Investigation Period, Optionee shall notify City if Optionee intends to consummate the purchase of Unit 3 (the “Notice of Exercise”), if more than one (1) Optionee notifies City it intends to purchase Unit 3, the purchase shall be made jointly, as tenants in common. If no party exercises such option to purchase, the City may elect to suspend parking operations therein and close Parking Lot 1 and the City shall have the option to sell Unit 3 to another party.

(e) The City and the Optionee(s) electing to purchase Unit 3 shall cooperate in good faith to determine the fair market value of Unit 3. It is anticipated that at least one appraisal of Unit 3 shall be conducted to determine such value. The Optionee shall propose the Wisconsin general appraiser to be used for such purpose, and if City does not object within thirty (30) days of such proposal, the appraiser shall complete an appraisal. The cost of the appraisal shall be borne equally by the Optionees and City. If City objects to the selected appraiser within the 30-day time period, City shall obtain its own appraisal and Optionee shall obtain its own appraisal, each bearing the cost of their own appraisers. If the results of such appraisals are more than five percent (5%) different, the appraisers shall, within ten (10) days of the completion of their appraisals, jointly select a third appraiser who shall determine which of the two appraisals should be used, and the costs of such third appraiser shall be borne equally by City and Optionees. If the results of such appraisals are less than five percent (5%) different, the fair market value of Unit 3 shall be the average of such two (2) appraisals.

(f) The closing of the purchase of Unit 3 shall be specified in the Notice of Exercise but shall not be more than thirty (30) days following such notice.

(g) At closing, City shall convey Unit 3 by the current state form condominium deed, subject to all matters of record, and shall convey all fixtures and personal property associated with the ownership and operation of Unit 3 and kept on site at Unit 3 by quit claim bill of sale. City will make no further representations and warranties regarding the real or personal property conveyed at closing. Along with its Notice of Termination, City shall provide a list to the Optionees of any personal property associated with the ownership and operation of Parking Lot 1 that is kept on site that will be excluded from the sale of Unit 3.

(h) All expenses with respect to Unit 3 shall be prorated as of the day prior to closing. Any other terms and conditions of Closing are set forth in that certain Development Agreement by and between WOZ and others and the City dated January 17, 2020, as amended to date.

ARTICLE XVII

Association Disclaimers

17.1 **Liability.** Notwithstanding anything contained herein or in the other Condominium Documents, the Association and Declarants shall not be liable or responsible for, or in any manner a guarantor or insurer of, the health, safety or welfare of any Unit Owner or any other Person present in any portion of the Condominium.

17.2 **Personal Property.** Each Unit Owner or other Person with personal property located in, on or about the Condominium shall be responsible for such personal property. Notwithstanding anything contained herein or in the other Condominium Documents, neither the Board, the Association, any Unit Owner nor Declarants shall be: (a) considered a bailee of any personal property stored within the Common Elements (including property located in vehicles parked in, on or about the Condominium) or (b) responsible for the security of such personal property or for any loss or damage thereto.

17.3 **Waiver.** Each Person present, or having personal property present, in, on or about the Condominium shall be bound by the provisions of this Article XVII and shall be deemed, by such presence, to have automatically waived any and all rights, claims, demands and causes of action against the Association arising from or connected with any matter for which the liability of the Association has been disclaimed herein.

ARTICLE XVIII

Declarants' Disclaimers

18.1 **Construction Issues.** NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY, ARE MADE BY DECLARANTS TO THE ASSOCIATION, ANY UNIT OWNER OR ANY OTHER PERSON REGARDING THE PAST OR FUTURE PERFORMANCE OR QUALITY OF ANY PORTION OF THE CONDOMINIUM. ANY IMPLIED WARRANTY BY DECLARANTS OF SATISFACTORY PERFORMANCE OR THAT THE BUILDING, OR ANY UNITS, COMMON ELEMENTS, LIMITED COMMON ELEMENTS AND/OR SERVICE FACILITIES ASSOCIATED THEREWITH, ARE OR WILL BE REASONABLY ADEQUATE FOR USE AND OCCUPANCY PURSUANT TO SECTION 706.10(7) OF THE WISCONSIN STATUTES OR OTHERWISE IS HEREBY EXPRESSLY DISCLAIMED AND EXCLUDED. ANY OTHER EXPRESS OR IMPLIED WARRANTIES OF DECLARANTS UNDER COMMON LAW, INCLUDING ANY DUTY TO PERFORM WORK IN GOOD, WORKMANLIKE AND SATISFACTORY MANNER, ARE HEREBY ALSO EXPRESSLY DISCLAIMED AND EXCLUDED.

18.2 **Noise and Views.** FURTHER, DECLARANTS MAKE NO REPRESENTATION OR WARRANTY THAT THE VIEW FROM ANY UNIT WILL NOT BE OBSTRUCTED OR OTHERWISE CHANGED IN WHOLE OR IN PART AT ANY TIME IN THE FUTURE. THE UNIT OWNERS ACKNOWLEDGE THAT THEY ARE PURCHASING UNIT(S) IN AN AREA THAT MAY EXPERIENCE CONSIDERABLE AND RAPID DEVELOPMENT, THAT SUCH DEVELOPMENT COULD AFFECT VIEWS AND

THAT DECLARANTS HAVE NO OBLIGATION TO INVESTIGATE OR DISCLOSE ANY SUCH DEVELOPMENT IN THE AREA THAT ARE POSSIBLE, PLANNED, PERMITTED OR UNDER CONSTRUCTION, NOR DO DECLARANTS UNDERTAKE ANY DUTY TO PROTECT VIEWS. ANY UNIT OWNER DESIRING TO INVESTIGATE POTENTIAL FUTURE DEVELOPMENT IN THE AREA IS HEREBY REFERRED TO INFORMATION AVAILABLE FROM THE MUNICIPAL AUTHORITIES AND OTHER SOURCES.

18.3 **Non-Amendment.** Notwithstanding any other provision of the Condominium Documents, the limitations on liability contained in the foregoing Sections of this Article XVIII may not be revoked or otherwise modified without the prior written consent of all Unit Owners whose rights or obligation would be affected by such amendment.

In witness whereof, Declarants have caused this Declaration to be executed at Milwaukee, Wisconsin as of the date set forth at the beginning hereof.

DECLARANTS:

WAUSAU OPPORTUNITY ZONE, INC.

By: _____

CITY OF WAUSAU, WISCONSIN

By: _____

Attest:

By: _____

STATE OF WISCONSIN)
) SS.
COUNTY OF MARATHON)

 This instrument was acknowledged before me on _____, by
the above-named _____ as President of Wausau Opportunity Zone, Inc.

Notary Public, State of Wisconsin
My commission expires: _____

[Seal]

STATE OF WISCONSIN)
) SS.
COUNTY OF MARATHON)

 This instrument was acknowledged before me on _____, by
the above-named _____ as Mayor of the City of Wausau, Wisconsin.

Notary Public, State of Wisconsin
My commission expires: _____

[Seal]

STATE OF WISCONSIN)
) SS.
COUNTY OF MARATHON)

 This instrument was acknowledged before me on _____, by
the above-named _____ as _____ of the City of Wausau,
Wisconsin.

Notary Public, State of Wisconsin
My commission expires: _____

[Seal]

EXHIBIT A
LEGAL DESCRIPTION

DRAFT

**EXHIBIT B
PLAT**

SEE THE ATTACHED PLAT

Please note that the attached copy of the Condominium Plat is not the official Plat and may not be suitably legible due to its reduced size. Please consult the Plat on file with the Register of Deeds.

DRAFT

BYLAWS OF
WAUSAU OPPORTUNITY CONDOMINIUM ASSOCIATION, INC.

ARTICLE I

NAME AND ADDRESS

1.01. Name; Purpose. The name of the corporation shall be Wausau Opportunity Condominium Association, Inc. (the “Association”). The Association is incorporated as a nonstock, nonprofit corporation under the provisions of the Wisconsin Nonstock Corporation Law, Wis. Stat. Ch. 181.

1.02. Address. The principal office of the Association shall be located at 500 N. 1st Street, Suite 8000, Wausau, WI 54403. This address shall also be the mailing address of the Association.

1.03. Binding Effect. These Bylaws (the “Bylaws”) shall be binding upon the Unit Owners, their heirs, successors, and assigns and shall govern the use, occupancy, operation, and administration of the Condominium.

1.04. Capitalized Terms. Capitalized terms not defined in these Bylaws shall have the definitions given to such terms in the Declaration of Condominium for Wausau Opportunity Condominium executed by Wausau Opportunity Zone, Inc. and the City of Wausau, Wisconsin (the “Declarants”) and recorded in the office of the Marathon County Register of Deeds (the “Declaration”).

1.05. Nonprofit Status. No part of the net earnings of the Association may inure (other than by acquiring, constructing, or providing management, maintenance, and care of Association property, and other than by a rebate of excess membership dues, fees, or assessments) to the benefit of any member or individual. Following the Association’s winding up of its affairs and upon its liquidation, no member of the Association shall receive any distribution of assets of the Association greater than the amount originally paid to the Association with respect to such member’s membership interest. Furthermore, following the wind-up of the Association’s affairs, any excess assets of the Association (other than a rebate of excess membership dues, fees, or assessments) following the wind-up of its affairs shall, at the time of the Association’s liquidation, be distributed to a scientific, educational, benevolent, or other corporation or association that is organized and conducted not for pecuniary profit.

ARTICLE II

MEMBERSHIP

2.01. Membership. The membership of the Association shall at all times consist exclusively of all Unit Owners of the Condominium. Land contract vendees but not land contract vendors shall be members of the Association. Persons who hold an interest in a Unit merely as

security for the performance of an obligation (including Mortgagees) are not members of the Association.

2.02. Commencement and Termination. Membership shall immediately commence upon acquisition of an ownership interest in a Unit of the Condominium and shall immediately terminate upon conveyance of such ownership interest. If a Unit Owner's ownership interest passes to its personal representative or to a trustee upon the Unit Owner's death, such personal representative or trustee shall be a member of the Association.

2.03. Withdrawal or Expulsion. No Unit Owner may voluntarily withdraw from membership in the Association, nor may any Unit Owner be expelled from such membership.

2.04. Membership Certificates. Membership certificates shall not be issued.

2.05. Membership List. The Association shall maintain a current membership list listing all Unit Owners of each Unit, the current mailing address for each Unit Owner to which notice of meetings of the Association shall be sent, all Mortgagees of the Unit, if any, and, in the case of multiple owners of a Unit, the Unit Owner, if any, designated to cast any or all votes pertaining to such Unit in accordance with the Declaration. Each Unit Owner shall promptly provide written notice to the Association of any transfer of its Unit as provided in Section 2.06 and of any change in such Unit Owner's name or current mailing address. No Unit Owner may vote at meetings of the Association until the name and current mailing address of such Unit Owner has been provided to and received by the secretary of the Association. Any Unit Owner that mortgages its Unit or any interest therein or enters into a land contract with respect to its Unit shall notify the secretary of the name and mailing address of its Mortgagee and shall also notify the secretary when such mortgage has been released or such land contract has been fulfilled, and the secretary shall make appropriate changes to the membership list effective as of the date of the mortgage, release, land contract, or fulfillment, as the case may be.

2.06. Transfer of Membership. Each membership shall be appurtenant to the Unit upon which it is based and shall be transferred automatically upon conveyance with the transfer of a Unit. As soon as possible following the transfer of a Unit, the new Unit Owners shall give written notice to the secretary of the Association of such transfer identifying the Unit and setting forth the names and mailing addresses of the new Unit Owners, the date of the transfer, the names and addresses of each Mortgagee, if any, and in the case of a Unit owned by multiple Unit Owners, the name of the person designated to vote, if any. The Association shall make appropriate changes to the membership list described in Section 2.05 effective as of the date of transfer.

2.07. Effect of Condominium Lien. No Unit Owner may vote on any matter submitted to a vote of the Unit Owners if the Association has recorded a statement of condominium lien on the Unit owned by such Unit Owner and the amount necessary to release the lien has not been paid at the time of the voting.

2.08. Quorum. Unit Owners holding fifty-one percent (51%) of the total votes of the Association as set forth in the Declaration, present in person or represented by proxy, shall constitute a quorum at all meetings of the Unit Owners for the transaction of business.

2.09. Vote Required to Transact Business. When a quorum is present in person or represented by proxy at any meeting, a majority of votes cast shall decide any question brought before the meeting unless the question requires a different vote by express provision in the Declaration, Articles of Incorporation of the Association (the “Articles”), Wisconsin Condominium Ownership Act, Wisconsin Nonstock Corporation Law, or these Bylaws, in which case such express provision shall apply.

2.10. Proxies. All proxies shall be in writing, signed by the Unit Owner giving such proxy, and filed with the secretary of the Association before or at the time of the meeting. No proxy shall be valid after one hundred eighty (180) days from its date of issuance, unless granted to a Mortgagee or tenant of a Unit.

2.11. Voting Designations of Multiple Unit Owners. If there are multiple Unit Owners of any single Unit, then each vote appurtenant to such Unit may be cast proportionately among the multiple Unit Owners in accordance with their respective percentages of ownership of the Unit, unless (a) the multiple Unit Owners have designated a single Unit Owner to exercise any or all votes appertaining to their Unit and have filed written notice of such designation signed by all such multiple Unit Owners with the secretary of the Association, in which case such votes cast by a Unit Owner so designated shall be deemed to be the unanimous act of the multiple Unit Owners, or (b) only one of multiple Unit Owners of a Unit is present in person or by proxy at a meeting of the Association, in which event the Unit Owner present (whether or not such Unit Owner or any other Unit Owner has been designated to cast votes pursuant to item (a) of this Section 2.11) is entitled to cast all votes allocated to the Unit and the same shall be deemed to be the unanimous act of the multiple Unit Owners. No designation of a single Unit Owner to cast any vote appertaining to any Unit owned by multiple Unit Owners shall be effective until written notice of such designation signed by all Unit Owners of such Unit has been received by the secretary of the Association before casting such vote. If any Unit Owner is so designated, then except as provided in the Declaration or in these Bylaws, only that Unit Owner shall be entitled to cast such vote in person or by proxy. A voting designation may be limited in time or may be changed by notice in writing to the secretary of the Association signed by all Unit Owners.

2.12. Effect of Condominium Lien. No Unit Owner may vote on any matter submitted to a vote of the Unit Owners if the Association has recorded a statement of condominium lien on the Unit owned by such Unit Owner and the amount necessary to release the lien has not been paid at the time of the voting.

ARTICLE III

MEETINGS OF MEMBERS

3.01. Place. All meetings of the Unit Owners shall be held at a place in Marathon County, Wisconsin, that shall be stated in the notice of the meeting.

3.02. Annual Meetings. The first annual meeting of the Unit Owners shall be held on the second Monday December.

3.03. Special Meetings. Special meetings of the Unit Owners may be called at any time by the president of the Association and shall be called upon the written request of Unit Owners holding at least twenty-five percent (25%) of the votes. Business transacted at special meetings shall be limited to the objects stated in the notice of such meeting.

3.04. Notice of Meetings. No annual or special meeting of the Unit Owners may be held except upon at least ten (10) days' (but not more than sixty (60) days') written notice delivered or mailed to each Unit Owner at the address shown on the Association's current membership list. Such notice shall specify the place, day, and hour of the meetings and, in the case of a special meeting, the purpose of the meeting. Prior notice of a meeting is not required to any Unit Owner that signs a waiver of notice of such meeting.

3.05. Adjourned Meetings. If a quorum shall not be present in person or represented by proxy at any meeting, the Unit Owners present shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented by proxy. At such adjourned meeting at which a quorum shall be present or represented by proxy, any business may be transacted that might have been transacted at the meeting originally called.

3.06. Duties of Officers at Meetings. The president of the Association shall preside at all meetings of the Unit Owners, and in his or her absence, the vice president shall preside. The secretary shall take the minutes of the meeting and keep such minutes in the Association's minute book. Votes at all meetings shall be counted by the secretary.

3.07. Order of Business. The order of business at all meetings of the Unit Owners shall be as follows:

- (a) Calling the meeting to order;
- (b) Calling the roll of Unit Owners and certifying the proxies;
- (c) Proof of notice of meeting or waiver of notice;
- (d) Reading and disposal of any unapproved minutes;
- (e) Reports of officers;
- (f) Reports of committees (if appropriate);
- (g) Election of directors (if appropriate);
- (h) Unfinished business;
- (i) New business; and
- (j) Adjournment.

3.08. Action Without a Meeting by Written Consent. Any action required or permitted by any provision of the Wisconsin Condominium Ownership Act, the Wisconsin Nonstock Corporation Law, the Declaration, the Articles, or these Bylaws to be taken by the vote of the Unit Owners may be taken without a meeting if a written consent, setting forth the action so taken, is signed and dated by all Unit Owners that would have been entitled to vote on the action at such meeting and that hold a number of votes equal to fifty-one percent (51%) of the total number of votes in the Association.

3.09. Action Without a Meeting by Written Ballot. Any action required or permitted by any provision of the Wisconsin Condominium Ownership Act, the Wisconsin Nonstock Corporation

Law, the Declaration, the Articles, or these Bylaws to be taken by the vote of the Unit Owners may be taken without a meeting if the Association delivers a written ballot to every Unit Owner entitled to vote on the matter. The written ballot shall set forth each proposed action, shall provide an opportunity to vote for or against each proposed action, and shall be accompanied by a notice stating the number of responses needed to meet the quorum requirements, the percentage of approvals necessary to approve each matter other than election of directors, and the time by which the ballot must be received by the secretary of the Association in order to be counted. Approval of any action by written ballot shall be valid only when the number of votes cast by ballot equals or exceeds the quorum required at a meeting authorizing the action and the number of approvals equals or exceeds the number of votes that would be required to approve the matter at a meeting at which the total number of votes cast was the same as the number of votes cast by ballot. Once received by the secretary of the Association, a written ballot may not be revoked.

ARTICLE IV

BOARD OF DIRECTORS

4.01. Number and Membership in Association. The affairs of the Association shall be managed initially by a Board of Directors composed of three (3) directors, one each selected by each Unit Owner. No more than one (1) director at any given time may be a person who is not also a Unit Owner; provided, however, that in the case of a Unit that is owned by an entity rather than an individual, any person who is an officer, member, partner, director, employee, or designee of such entity shall be deemed to be a "Unit Owner" for purposes of this requirement only.

4.02. Term of Office. The directors shall take office upon their appointment by the Declarants and shall serve until the first annual meeting of the Unit Owners as provided in Section 3.02. Thereafter, each director shall take office at the annual meeting and shall serve for a term of three (3) years or until his or her successor shall be elected.

4.03. Election of Directors. One (1) month before each annual meeting of the Unit Owners, the secretary of the Association shall mail to all Unit Owners a notice setting a deadline for appointment of persons to serve as directors on the Board of Directors. All appointments shall be mailed to the secretary. Unit Owners must obtain the prior consent of any person they appoint and may appoint themselves.

4.04. Vacancy and Replacement. If the office of any director becomes vacant because of death, resignation, disqualification, or removal from office, such vacancy shall be filled by the Unit Owner who appointed the director whose position has been vacated. If no such appointment is made within one hundred twenty (120) days of the vacation of the position, the secretary of the Association shall mail to such Unit Owner entitled to make the appointment a notice setting a deadline for appointment to serve as directors on the Board of Directors. If such Unit Owner fails to make an appointment within an additional one hundred twenty (120) days of such notice, the remaining members of the Board of Directors may elect a replacement for the vacant board position, by vote of a majority of the remaining directors at a special meeting of the Board of Directors held for that purpose promptly after the occurrence of such vacancy, even though the directors present may constitute less than a quorum, and each person so elected shall be a member of the Board of

Directors for the remainder of the term of the director who left office or until a successor is elected in accordance with these Bylaws.

4.05. Removal. Any director may be removed from the Board of Directors, with or without cause, by a majority vote of the Unit Owners or solely by the Unit Owner who appointed such member.

4.06. Compensation. No director shall receive any compensation for his or her services as a director of the Association other than reimbursement for reasonable out-of-pocket expenses incurred in the performance of directors' duties.

ARTICLE V

MEETINGS OF THE BOARD OF DIRECTORS

5.01. Regular Meetings. The regular meeting of the Board of Directors shall be held annually on the second (2nd) Monday of December at the time and place designated in the notice of such meeting. Thereafter, regular meetings of the Board of Directors shall be held annually without notice following the annual meeting of the Unit Owners at the same place as the Unit Owners' meeting or at such place as the Board of Directors may vote to hold the meeting.

5.02. Special Meetings. Special meetings of the Board of Directors may be called at any time by the president and shall be called by the president or secretary at the request of any director on the Board of Directors. Business transacted at all special meetings shall be limited to the objects stated in the notice of such meeting.

5.03. Notice of Special Meetings. No special meeting of the Board of Directors may be held except upon at least three (3) days' prior written notice delivered or mailed by the secretary to each member of the Board of Directors. Such notice shall specify the place, day, and hour of the meeting of the Board of Directors and the purpose of the meeting. Attendance by any director at any meeting of the Board of Directors shall be deemed a waiver of such notice.

5.04. Quorum. A majority of the Board shall constitute a quorum for the transaction of business. Except as otherwise expressly provided in the Wisconsin Condominium Ownership Act, the Wisconsin Nonstock Corporation Law, the Declaration, the Articles, or these Bylaws, every act of a majority of directors present at any meeting at which there is a quorum shall be the act of the Board of Directors. If a quorum is not present at the meeting, the directors then present may adjourn the meeting until such time as a quorum is present, and at such later meeting at which a quorum is present, may transact any business that might have been transacted at the meeting originally called.

5.05. Order of Business. The order of business at all meetings of the Board of Directors shall be as follows:

- (a) Calling the meeting to order;
- (b) Proof of notice of meeting or waiver of notice;
- (c) Reading and disposal of any unapproved minutes;
- (d) Reports of officers;

- (e) Reports of committees (if appropriate);
- (f) Election of officers (if appropriate);
- (g) Unfinished business;
- (h) New business; and
- (i) Adjournment.

5.06. Action Without a Meeting by Written Consent. Any action required or permitted by the Articles or these Bylaws to be taken by the Board of Directors may be taken without a meeting if a written consent, setting forth the action so taken, is signed by two-thirds (2/3) of the directors then in office.

ARTICLE VI

POWERS AND DUTIES OF BOARD OF DIRECTORS

6.01. Powers and Duties. All powers and duties of the Association under the Declaration, the Articles, these Bylaws, the Wisconsin Condominium Ownership Act, and the Wisconsin Nonstock Corporation Law shall be exercised by the Board of Directors except those powers and duties specifically given to or required of any committees of the Association or the Unit Owners. The powers and duties of the Board of Directors include, without limitation, the power or duty to:

- (a) Adopt budgets for revenues, expenditures, and reserves;
- (b) Levy and collect General Assessments and Special Assessments and disburse funds in payment of the Association's expenses;
- (c) Manage, maintain, repair, replace, improve, operate, and regulate the Common Elements, Limited Common Elements, and any property owned or leased by the Association;
- (d) Grant easements, licenses, and rights-of-way through or over the Common Elements;
- (e) Hire and supervise any property manager or agent, security manager or agent, other manager or agent, employee, attorney, accountant, or any other independent contractor whose services the Board of Directors determines are necessary or appropriate;
- (f) Sue on behalf of all Unit Owners;
- (g) Make contracts and incur liabilities;
- (h) Purchase, take, receive, rent, or otherwise acquire and hold any interest in real or personal property, including any Unit of the Condominium;
- (i) Sell, convey, mortgage, encumber, lease, exchange, transfer, or otherwise dispose of any interest in real or personal property, including any Unit of the Condominium;
- (j) Receive any income derived from payments, fees or charges for the use, rental, or operation of the Common Elements and any property owned or leased by the Association;

(k) Adopt, amend, and repeal rules and regulations governing the operation, maintenance, and use of any portion of the Condominium and the personal conduct of any person on or with regard to Condominium property, including the imposition of charges for the use of Common Elements and penalties for infractions of the rules and regulations of the Association. Such rules and regulations may also be adopted, amended, and repealed by the Unit Owners having sixty-seven percent (67%) or more of the votes of the Association. Notwithstanding anything in these Bylaws to the contrary, (1) rules and regulations that are adopted, amended or repealed by the Unit Owners may not thereafter be amended, repealed, or readopted by the Board of Directors; and (2) the Declarant and its successors and assigns shall not be subject to or bound by any rule, regulation, or amendment to a rule or regulation that is adopted without the written consent of the Declarant and its successors and assigns to the specific rule, regulation, or amendment (it being acknowledged that there are no rules and regulations adopted pursuant to this subsection (k) at the time of initial adoption of these Bylaws);

(l) Insure the Condominium property and property owned or leased by the Association against loss by fire and other casualty and the Association and Unit Owners against public liability as provided in the Declaration and purchase such other insurance as the Board of Directors may deem advisable;

(m) Keep all books and records and prepare accurate reports of all transactions of the Association;

(n) Appoint committees to carry out any tasks that the Board of Directors deems necessary or appropriate;

(o) Designate depositories and establish accounts for the funds of the Association and determine which officers or agents shall be authorized to withdraw and transfer funds deposited in such accounts;

(p) Maintain such reserve funds for the operation, maintenance, repair, and replacement of Common Elements, Limited Common Elements, and any property owned or leased by the Association, for contingencies and for making up any deficit in the Common Expenses for any prior year as the Board of Directors may deem proper or as may be required by law; and

(q) Delegate any or part of the powers and duties of the Board of Directors or Association officers to committees of the Association or to a manager or managing agent.

6.02. Manager. The Board of Directors may hire a manager or managing agent at a compensation rate established by the board to perform such duties and services as the Board of Directors shall authorize, including, without limitation, the duties enumerated in Sections 6.01 and 7.07.

ARTICLE VII

OFFICERS AND THEIR DUTIES

7.01. Officers. The principal officers of the Association shall be the president, vice president, secretary, and treasurer, all of whom shall be elected by the Board of Directors. All officers shall be Unit Owners; provided, however in the case of a Unit that is owned by an entity rather than an individual, any person who is an officer, member, partner, director, employee, or designee of such entity shall be deemed to be a “Unit Owner” for purposes of this requirement only. The same individual may simultaneously hold more than one office in the Association.

7.02. Election of Officers. The first election of officers shall take place at the first meeting of the initial Board of Directors. Thereafter, the officers shall be elected annually by the Board of Directors at its regular meeting.

7.03. Term. Each officer of the Association shall hold office for a term of one (1) year or until his or her successor shall be elected.

7.04. Special Appointments. The Board of Directors may elect such other officers as the affairs of the Association may require, each of whom shall hold office for a period specified by the Board of Directors which shall not exceed three (3) years and have such authority and perform such duties as the Board of Directors may from time to time determine.

7.05. Resignation and Removal. Any officer may be removed from office by the Board of Directors whenever in its judgment the best interests of the Association will be served thereby. Any officer may at any time resign by giving written notice to the president or the secretary. Such resignation shall take effect on the date of receipt of such notice by the president or the secretary or at any later time specified in the notice. Unless otherwise specified in the notice, the acceptance of the resignation described in the notice shall not be necessary for its effectiveness.

7.06. Vacancies. A vacancy in any office may be filled by appointment by the Board of Directors. The officer appointed to fill such vacancy shall serve for the remainder of the term of the officer replaced.

7.07. Duties. Unless otherwise indicated by the Board of Directors or delegated to a manager or managing agent pursuant to Article VI, the duties of the officers are as follows:

(a) *President.* The president shall preside at all meetings of the members of the Association and of the Board of Directors; oversee the implementation of the Board of Directors’ orders and resolutions; sign all leases, mortgages, deeds, contracts, checks, promissory notes, and other written instruments on behalf of the Association; generally manage the business of the Association; supervise and direct all other officers of the Association; and perform such other duties incident to the office of president as may be required under the Wisconsin Condominium Ownership Act, the Wisconsin Nonstock Corporation Law, the Declaration, the Articles, or these Bylaws, or by the Board of Directors.

(b) *Vice President.* The vice president shall act in the place of the president in the event of the president's absence or inability or refusal to act and shall exercise and discharge such other duties as may be required by the Board of Directors.

(c) *Secretary.* The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board of Directors and of the Unit Owners; serve notices of the meetings of the Board of Directors and of the Unit Owners; keep all books and records of the Association other than books of account, including the membership list described in Section 2.05; and perform such other duties incident to the office of secretary as may be required under the Wisconsin Condominium Ownership Act, the Wisconsin Nonstock Corporation Law, the Declaration, the Articles, or these Bylaws, or by the Board of Directors.

(d) *Treasurer.* The treasurer shall receive and deposit in appropriate bank accounts all funds of the Association and disburse such funds as directed by the president or by the Board of Directors; keep complete and accurate books of account; prepare the annual report of the business transacted by the Association each year; and prepare a proposed annual operating budget each year for consideration of the Board of Directors or Unit Owners.

7.08. Compensation. No officer shall receive any compensation for his or her services as an officer of the Association, other than reimbursement for reasonable out-of-pocket expenses incurred in the performance of officers' duties.

7.09. Fidelity Bonds. The Board of Directors may require any officers, agents, or employees of the Association handling or responsible for Association funds to furnish adequate fidelity bonds. The premiums of such bonds shall be paid by the Association.

ARTICLE VIII

BOOKS AND RECORDS

8.01. Inspection. The books, records, minutes, papers, and membership list of the Association shall at all times, during reasonable business hours, be subject to inspection by any Unit Owner. The Declaration, the Articles, and the Bylaws shall be available for inspection by any Unit Owner, Mortgagee, or prospective purchaser of a Unit at the principal office of the Association, where copies may be purchased at reasonable cost.

8.02. Audits. The accounts and records of the Association shall be audited at least once every other year by an audit committee selected by the Board of Directors. The committee shall retain such professional auditors and other independent examiners as it deems appropriate. The cost of such audit shall be a Common Expense.

ARTICLE IX

BUDGET, ASSESSMENT, AND ANNUAL REPORT

9.01. Fiscal Year. The fiscal year of the Association shall begin on the first day of January and end on the last day of December.

9.02. Budget. The Board of Directors shall adopt the annual operating budget for the Association at its annual meeting. The budget shall be effective for the period January 1 through December 31 of the succeeding year. For any year in which the Association is maintaining a statutory reserve account for the condominium under Wis. Stat. § 703.163, the Board shall include within the budget the amount of reserve funds to be collected for the ensuing year after considering:

- (a) The reserve funds then in the reserve account;
- (b) The estimated cost of repairing or replacing Common Elements, other than routine maintenance;
- (c) The estimated remaining useful life of the Common Elements; and
- (d) The approximate proportion of the estimated cost of repairing or replacing Common Elements that will be covered by the reserve account and the approximate proportion that will be funded by other means.

9.03. Levying and Payment of General Assessments. Based on the duly adopted annual operating budget, the Board of Directors shall levy General Assessments against the Unit Owners in proportion to their respective Percentage Interest. On or before the last day of December of each year, the secretary shall mail or deliver a copy of the annual operating budget and a statement of assessment for the next twelve (12) months to each Unit Owner. General Assessments shall be payable to the Association in twelve (12) equal installments that shall be due monthly in advance on the first(1st) day of each month. Such installments shall be mailed or delivered to the principal office of the Association and shall be deemed paid on the date of mailing or on the date of delivery, as the case may be.

9.04. Special Assessments. Special Assessments may from time to time be levied against Unit Owners by the Board of Directors for any of the purposes enumerated in the Declaration and shall be due and payable in the manner and on the date or dates designated by the Board of Directors.

9.05. Association Remedies upon Nonpayment of Assessments. Any General Assessment or Special Assessment not paid within ten (10) days after the date on which it is due shall bear interest from the day following such due date at the rate of eighteen percent (18%) per year or the highest rate permitted by law, whichever is less. The Association may seek to collect any assessments not paid when due by filing statements of condominium lien against the Units on which they are assessed, by enforcing and foreclosing such liens, or by bringing an action for money damages against the Unit Owners personally obligated to pay the delinquent assessments. A suit to recover a money judgment for unpaid assessments shall be maintainable without foreclosing or

waiving any lien securing the same. No Unit Owner may waive or otherwise escape liability for the assessments provided herein by nonuse of the Common Elements or abandonment of its Unit.

9.06. Annual Report. Each January, the Board of Directors shall, by formal action, approve a full and clear annual report of all business transacted by the Association during the previous fiscal year, including a report of the Common Expenses, surpluses, and assessments collected from each Unit Owner during the year. Copies of the annual report for the previous year shall be mailed or delivered to each Unit Owner at the address in the Association's membership list before the third (3rd) Thursday in February.

9.07. Statutory Reserve Account. All funds collected to fund a statutory reserve account as described in Section 9.02, above, shall be held in a separate, segregated account maintained in the name of the Association. Funds may be withdrawn from said account only for the purpose of repairing or replacing common elements, other than routine maintenance or for such other purposes as may be allowed under Wis. Stat. § 703.163. Funds held in the statutory reserve account may be invested only in those investments allowed by law.

ARTICLE X

USE AND OPERATION OF PROPERTY

10.01 Use. Each Unit shall be used only for purposes permitted under the Declaration, the Articles, these Bylaws, and any rules and regulations of the Association.

10.2 Electricity. Electricity will be supplied directly to each Unit through separate meters or check meters. Each Unit Owner shall be required to pay for the electricity supplied to his Unit. To the extent practicable, electricity serving the Common Elements shall be separately metered, and the cost for electricity so metered in the Common Elements shall be included in determining the Common Expenses. If any meters measure electricity serving more than one Unit Owner or serving (1) one or more Unit Owner and the Common Elements, the Board shall allocate the consumption of electricity among the Unit Owners based on the Unit's percentage interest in the Common Elements.

10.3 Maintenance and Repair. The responsibilities for maintenance and repairs of the Condominium and the Units shall be as set forth in Declaration

10.4 Improvements to Common Elements. Improvements to the Common Elements may be made only with the approval of the Board. The costs for such improvements shall be assessed against the Units as follows:

(a) If such improvement is for the use and/or benefit of all Units, the costs shall be a Common Expense and assessed against the Units in proportion to their respective Undivided Interests.

(b) If such improvement is for the use and/or benefit of less than all of the Units, the costs shall be assessed against only the benefited Units in proportion to their respective interests in the Common Elements.

10.5 Right of Access. A Unit Owner shall grant a right of access to his or her Unit to the Board of Directors and any person authorized by the Board of Directors, for the purpose of making inspections or for the purpose of correcting any conditions originating in his Unit and threatening another Unit or any portions of the Common Elements or for the purposes stated in the Declaration. Except in an emergency, such right of access shall be exercisable only after reasonable advance notice and with reasonable efforts to minimize interference with use of the affected Unit and any affected Subunit. In case of an emergency, such right of entry shall be immediate, whether the Unit Owner is present at the time or not. In the event of the exercise of the right of access provided in this Section 10.5, all costs for repairs (including repairs of damage caused by such entry) shall be borne in accordance with the provisions of Section 10.4 of this Article 10

10.6 Insurance. To the extent from time to time obtainable, the Board of Directors shall coordinate between the Association and Unit Owners to obtain and maintain the following insurance in accordance with the provisions of this Section 10.6 for the Units. The Board shall see that the separate policies are coordinated.

(a) The Owner of Unit 3 and 4 shall insure Unit 3 and Unit 4, the Limited Common Elements assigned to and limited to the exclusive use of Unit 3 and Unit 4 using a current standard ISO All Risk policy in the full replacement value of the parking ramp located therein so long as the same are utilized for a parking ramp. The remaining Unit Owners shall insure the improvements located within their respective Units and the Limited Common Elements assigned to and limited to the exclusive use of such Units using a current standard ISO All Risk policy for the full replacement cost thereof.

(b) The Association shall insure all General Common Elements and such portions of the Condominium that for insurance purposes are normally deemed to constitute part of the Condominium for use by all Unit Owners but excluding Units and Limited Common Elements using a current standard ISO All Risk policy for the full replacement cost thereof.

(c) Commercial general liability insurance using ISO Special Form coverage with a combined single limit of \$1 million per occurrence and \$3 million in the aggregate, for personal and bodily injury, death and property damage.

(d) Such other insurance and endorsements to any of the foregoing insurance as the Board may from time to time determine to be reasonable and proper.

(e) All policies of insurance shall be in such amounts as the Board shall determine consistent with the foregoing provisions. Such policies may provide for a deductible amount from the coverage thereof as the Board may from time to time determine to be reasonable and proper. In the event of any loss which relates solely to the Common Elements, such deductible amount may be assessed to all Unit Owners as a special assessment of Special Assessments hereunder.

(f) All policies of insurance shall name as additional insured the Condominium Association; and such policies may not be canceled or nonrenewed or substantially modified by the insurer without at least thirty (30) days' prior written notice to the Board, except for nonpayment of premium, which shall require at least ten (10) days' written notice to those same parties. All Unit Owners shall provide certificates of insurance to the Board.

(g) Each Unit Owner, and any tenant, subtenant and occupant of a Unit, shall have the right to carry other insurance for its own benefit provided all such policies contain standard waivers of subrogation providing that the insurance shall not be invalidated should the insured waive, prior to loss, any right of recovery against the Condominium Association, the Board, the Directors and the officers of the Condominium Association and any or all other Unit Owners, and tenants, subtenants and occupants of Units, and provided any such policies do not adversely affect or diminish any liability under any insurance obtained by any Units Owners pursuant to the provisions of this Section 10.6. If any loss intended to be covered by insurance carried by the Association shall occur and the proceeds payable thereunder shall be reduced by reason of insurance carried by any Unit Owner, or any tenant, subtenant or occupant of a Unit, such Unit Owner, or tenant, subtenant or occupant of a Unit, shall, without limiting or prejudicing other remedies of the Board, assign the proceeds of such insurance carried by it, to the extent of such reduction, to the Board for application to the same purposes as the reduced proceeds are to be applied.

(h) Each Unit Owner shall be solely responsible for insuring the contents of such Owner's Unit which are not as a matter of law part of the real estate comprising such Unit. Any lease or occupancy agreement of a Unit shall obligate the tenant to comply with the provisions of this Section 10.6.

(i) The Association, each Unit Owner, and each tenant, subtenant and occupant of a Unit waives all rights of recovery against any of the others for loss or injury against which the waiving party is protected by insurance naming the other party as one of the insured or containing provisions which deny the insurer the acquisition of rights by subrogation or waivers of subrogation of claims against the other party, reserving, however, any rights with respect to any excess of loss or injury over the amount recovered under such insurance.

ARTICLE XI

ENFORCEMENT OF CONDOMINIUM DOCUMENTS

It shall be the responsibility of each Unit Owner to see that the occupants and tenants of the Unit owned by such Unit Owner, and the employees, agents, representatives, invitees, and guests of such Unit Owner, occupants, and tenants, abide by the provisions of the Declaration, Bylaws, Condominium Ownership Act, all rules and regulations of the Association, and any decisions made by the Association, the Board of Directors, or any committees of the Association that are authorized by any of the foregoing. Unit Owners should report infractions to the Board of Directors in writing, and the Board of Directors shall reply to the reporting Unit Owner within thirty (30) days concerning the action taken. In case of a violation of any provision of the Declaration, the Bylaws, the Condominium Ownership Act, any rule or regulation of the Association, or any authorized decision of the Association, the Board of Directors, or any committee of the Association, the Board of Directors shall notify the alleged offender. If the violation is not corrected within a reasonable time, the Association may take such action as it deems appropriate, including legal action against the offending Unit Owner or the Unit Owners of the Unit in which such offender is a tenant, occupant, employee, agent, representative, invitee, or guest, to correct the violation. In any such action brought against any Unit Owner in which the Association is the prevailing party, the Unit Owner defendant in such action shall pay the Association's costs and actual attorney fees. If the

Association fails to take appropriate enforcement action within thirty (30) days of the Association's receipt of the report of the infraction, any Unit Owner may take appropriate legal action to enforce the provisions of the Declaration, the Bylaws, the Condominium Ownership Act, the rules and regulations of the Association, and any authorized decision of the Association, the Board of Directors, or any committee of the Association.

ARTICLE XII

LIABILITY AND INDEMNITY

12.01. General Scope and Definitions.

(a) The rights of directors and officers of the Association provided in this Article shall extend to the fullest extent permitted by the Wisconsin Nonstock Corporation Law and other applicable laws as in effect from time to time.

(b) For purposes of this Article, "director or officer" means a natural person (1) who is or was a director or officer of the Association; (2) who, while a director or officer of the Association, is or was serving at the Association's request as a director, officer, partner, trustee, member of any governing or decision-making committee, employee, or agent of another corporation or foreign corporation, partnership, limited liability company, joint venture, trust, or other enterprise; or (3) who, while a director or officer of the Association, is or was serving an employee benefit plan because his or her duties to the Association also imposed duties on, or otherwise involved services by, the person to the plan or to participants in or beneficiaries of the plan. Unless the context requires otherwise, "director or officer" shall also mean the estate and personal representative of a director or officer.

(c) For purposes of this Article, "proceeding" means any threatened, pending or completed civil, criminal, administrative, or investigative action, suit, arbitration, or other proceeding, whether formal or informal, which involves foreign, federal, state, or local law (including federal or state securities laws) and that is brought by or in the right of the Association or by any other person.

(d) For purposes of this Article, "expenses" means fees, costs, charges, disbursements, attorney fees, and any other expenses incurred in connection with a proceeding, including a proceeding in which a director or officer asserts his or her rights under this Article, and, if the context requires, liabilities, including the obligation to pay a judgment, settlement, penalty, assessment, forfeiture, or fine, including any excise tax assessed with respect to an employee benefit plan.

12.02. Mandatory Indemnification.

(a) To the extent that a director or officer has been successful on the merits or otherwise in the defense of any proceeding (including, without limitation, the settlement, dismissal, abandonment, or withdrawal of any action by which he or she does not pay or assume any material liability), or in connection with any claim, issue, or matter therein, he or she shall be indemnified by the Association against expenses actually and reasonably incurred by him or her in connection therewith to the extent

that he or she was a party to the proceeding because he or she is or was a director or officer of the Association.

(b) In cases not included under Section 12.02(a), the Association shall indemnify any director or officer against expenses actually and reasonably incurred by the director or officer in a proceeding to which the director or officer was a party because he or she is or was a director or officer, unless liability was incurred because the director or officer breached or failed to perform a duty he or she owed to the Association and the breach or failure to perform constituted any of the following: (1) a willful failure to deal fairly with the Association or its members in connection with a matter in which the director or officer had a material conflict of interest; (2) a violation of criminal law, unless the director or officer had reasonable cause to believe his or her conduct was lawful or no reasonable cause to believe his or her conduct was unlawful; (3) a transaction from which the director or officer derived an improper personal profit or benefit; or (4) willful misconduct. The termination of a proceeding by judgment, order, settlement, or conviction, or upon a plea of no contest or an equivalent plea, does not, by itself, create a presumption that indemnification of the director or officer is not required under this subsection.

(c) Indemnification under this Section is not required to the extent that the director or officer has previously received indemnification or allowance of expenses from any person, including the Association, in connection with the same proceeding.

(d) To the extent indemnification is required under this Article XII, the Association has purchased or is required under Section 12.10 to purchase insurance on behalf of the indemnified person and the insurance policy includes a provision obligating the insurer to defend such person, the Association shall be obligated to extend such defense. To the extent possible under such insurance policy, the defense shall be extended with counsel reasonably acceptable to the indemnified person. The Association shall keep the indemnified person advised of the status of the claim and the defense thereof and shall consider in good faith the recommendations made by the indemnified person with respect thereto.

12.03. Determination of Right to Indemnification. Unless otherwise provided by written agreement between the director or officer and the Association, the director or officer seeking indemnification under Section 12.02 shall make a written request for indemnification that shall designate one of the following means for determining his or her right to indemnification: (a) by a majority vote of a quorum of the Board of Directors or a committee of directors consisting of directors not at the time parties to the same or related proceedings; (b) by independent legal counsel selected by a quorum of the Board of Directors or its committee in the manner prescribed in Section 12.03(a) or, if unable to obtain such a quorum or committee, by a majority vote of the full Board of Directors, including directors who are parties to the same or related proceedings; (c) by arbitration; or (d) by an affirmative vote of a majority of the Unit Owners entitled to vote; provided, however, that Unit Owners who are at the time parties to the same or related proceedings, whether as plaintiffs or defendants or in any other capacity, may not vote in making the determination. Any determination under this Section shall be made pursuant to procedures consistent with the Wisconsin Nonstock Corporation Law unless otherwise agreed by the Association and the person seeking indemnification. Such determination shall be completed, and eligible expenses, if any, shall be paid to the person requesting indemnification hereunder within sixty (60) days after the Association's receipt of the written request required hereunder.

12.04. Allowance of Expenses as Incurred. Within thirty (30) days after a written request by a director or officer who is a party to a proceeding because he or she is or was a director or officer, the Association shall pay or reimburse his or her reasonable expenses as incurred if the director or officer provides the Association with all the following: (a) a written affirmation of his or her good-faith belief that he or she has not breached or failed to perform his or her duties to the Association; and (b) a written undertaking, executed personally or on his or her behalf, to repay the allowance and, if required by the Association, to pay reasonable interest on the allowance to the extent that it is ultimately determined under Section 12.03 that indemnification under Section 12.02 is not required and indemnification is otherwise not ordered by a court. The undertaking under this Section shall be an unlimited general obligation of the director or officer and may be accepted without reference to his or her ability to repay the allowance. The undertaking may be secured or unsecured.

12.05 Partial Indemnification.

(a) If it is determined pursuant to Section 12.03 that a director or officer is entitled to indemnification as to some claims, issues, or matters in connection with any proceeding, but not as to other claims, issues, or matters, the person or persons making such determination shall reasonably determine and indemnify the director or officer for those expenses that are the result of claims, issues, or matters that are a proper subject for indemnification hereunder in light of all circumstances.

(b) If it is determined pursuant to Section 12.03 that certain expenses (other than liabilities) incurred by a director or officer are for any reason unreasonable in amount in light of all the circumstances, the person or persons making such determination shall authorize the indemnification of the director or officer for only such amounts as he or she or they shall deem reasonable.

12.06. Indemnification of Employees and Agents. The Board of Directors, may, in its sole discretion, provide indemnification and/or defense and/or allowance of expenses in advance of a final determination of any proceeding to an employee or agent of the Association who is not a director or officer in connection with any proceeding in which the employee or agent was a defendant because of his or her actions as an employee or agent of the Association; provided, however, that prior to such indemnification, defense, or allowance of expenses, the Board of Directors shall first determine that the employee or agent acted in good faith and in a manner he or she reasonably believed to be in, and not opposed to, the best interests of the Association.

12.07. Limited Liability of Directors and Officers.

(a) Except as provided in Subsections 12.07(b) and (c), a director or officer is not liable to the Association, its members or creditors, or any person for damages, settlements, fees, fines, penalties, or other monetary liabilities arising from a breach of, or failure to perform, any duty resulting solely from his or her status as a director or officer, unless the person asserting liability proves that the breach or failure to perform constitutes any of the acts of misconduct listed in Section 12.02(b).

(b) Except as provided in Section 12.07(c), this Section 12.07 does not apply to any of the following: (1) a civil or criminal proceeding brought by or on behalf of any governmental unit,

authority, or agency; (2) a proceeding brought by any person for a violation of state or federal law when the proceeding is brought pursuant to an express private right of action created by state or federal statute; or (3) the liability of a director under Wis. Stat. §§ 181.0832 and 181.0833.

(c) The provisions of Wis. Stat. § 12.07(b)(i) and (ii) do not apply to a proceeding brought by a governmental unit, authority, or agency in its capacity as a private party or contractor.

12.08. Severability of Provisions. The provisions of this Article and the several rights to indemnification, advancement of expenses, and limitation of liability created hereby are independent and severable and, if any such provision or right shall be held by a court of competent jurisdiction in which a proceeding relating to such provisions or rights is brought to be against public policy or otherwise to be unenforceable, the other provisions of this Article shall remain enforceable and in full effect.

12.09. Nonexclusivity of Rights. The rights to indemnification, defense, and advancement of expenses provided for in this Article shall not be deemed exclusive of any other rights to which those seeking indemnification, defense, or advancement of expenses may be entitled under any agreement authorized by the Board of Directors, any of the Bylaws, any vote of the members or disinterested directors or otherwise, both as to action in his or her official capacity and as to action in another capacity while holding such office. Notwithstanding the foregoing, the Association may not indemnify a director or officer, or permit a director or officer to retain any allowance of expenses, pursuant to any such additional rights unless it is determined by or on behalf of the Association that the director or officer did not breach or fail to perform a duty he or she owes to the Association that constitutes conduct under Section 12.02(b). A director or officer who is a party to the same or related proceeding for which indemnification, defense, or an allowance of expenses is sought may not participate in a determination under this Section.

12.10. Purchase of Insurance. The Association shall use its reasonable best efforts to purchase and maintain insurance on behalf of any person who is or was a director or officer of the Association, to the extent that such director or officer is insurable and such insurance coverage can be secured by the Association at rates and in amounts and subject to such terms and conditions as shall be determined in good faith to be reasonable and appropriate by the Board of Directors of the Association, and whose determination shall be conclusive (provided, however, that such insurance shall contain a provision obligating the insurer to defend the director or officer, if such provision is available at reasonable rates), against liability asserted against or incurred by him or her in any such capacity or arising out of his or her status as such, whether or not the Association would have the power to indemnify or defend him or her against such liability under the provisions of this Article.

12.11. Benefit. The rights to indemnification, defense, and advancement of expenses provided by, or granted pursuant to, this Article shall continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors, and administrators of such a person.

12.12. Amendment. No amendment or repeal of this Article shall be effective to reduce the obligations of the Association under this Article with respect to any proceeding based on occurrences that take place before such amendment or repeal.

ARTICLE XIII

GENERAL PROVISIONS

13.01. Seal. The Association shall not have a corporate seal.

13.02. Interpretation. These Bylaws are subject to all provisions of the Declaration, the Articles, the Wisconsin Condominium Ownership Act, and the Wisconsin Nonstock Corporation Law. If any provision of these Bylaws shall be held invalid, such invalidity shall not render invalid any other provision hereof that can be given effect. Any invalid provision or portion thereof shall be interpreted as having been amended to comply with the provisions of the Wisconsin Condominium Ownership Act and/or the Wisconsin Nonstock Corporation Law in effect on the date of the adoption of these Bylaws. Nothing in these Bylaws shall be deemed or construed to authorize the Association to conduct or engage in any active business for profit on behalf of any or all Unit Owners.

13.03. Notices. Except as otherwise may be provided in the Wisconsin Condominium Ownership Act or the Wisconsin Nonstock Corporation Law, notices to any Unit Owner that are to be delivered or mailed pursuant to these Bylaws shall be deemed to have been given (a) in the case of delivered notices, on the date when the notice is delivered to the address on file with the secretary of the Association; or (b) in the case of mailed notices, on the date when the notice, addressed to the address on file with the secretary of the Association, is deposited in the United States mail with sufficient postage to effect delivery.

ARTICLE XIV

AMENDMENT

These Bylaws may be amended only with the assent of at least sixty-seven percent (67%) of the votes of the Unit Owners. Any first Mortgagee or its insurer or guarantor shall, upon written request to the Association, be entitled to timely written advance notice of any proposed amendment to these Bylaws.

ARTICLES OF INCORPORATION
OF
WAUSAU OPPORTUNITY CONDOMINIUM ASSOCIATION, INC.

The undersigned incorporator, desiring to form a corporation pursuant to the provisions of the Wisconsin Non-stock Corporation Law, Chapter 181, Wisconsin Statutes, adopts the following articles of incorporation for the corporation:

Article 1. Name. The name of the corporation is Wausau Opportunity Condominium Association, Inc (the “Association”).

Article 2. Organization. The Association is organized under Ch. 181 of the Wisconsin Statutes.

Article 3. Period of Existence. The period of existence of the Association shall be perpetual.

Article 4. Purpose of Association. The Association is organized to serve as an association of unit owners (as described in Section 703.15 of the Wisconsin Statutes) for Wausau Opportunity Zone Condominium created under Chapter 703 of the Wisconsin Statutes, located in the City of Wausau, Marathon County, and to exercise the powers, carry out the responsibilities, and otherwise engage in any lawful activity authorized and permitted by Chapter 181 of the Wisconsin Statutes.

Article 5. Membership. The Association shall have members.

Article 6. Distributions. The Association is authorized to make distributions under Section 181.1302(3) and 181.1302(4), Wis. Stats.

Article 7. Management. The affairs of the Association shall be managed by a Board of Directors, which shall consist of such number of Directors as shall be fixed by the Bylaws as from time to time amended, but not less than three (3). The Board of Directors shall carry out the purpose of the Association in compliance with its Articles of Incorporation and Bylaws. The manner of selection and the terms of office of Directors shall be provided by the Bylaws as from time to time amended.

Article 8. Principal Office. The principal office is located in Marathon County, Wisconsin. The address of the principal office is 500 N. First Street, Ste 8000, Wausau, WI 54403.

Article 9. Registered Agent. The name of the Association's registered agent is RW Corporate Services, LLC. The address of the Association's initial registered agent is 500 N. First Street, Ste 8000, PO Box 8050, Wausau, WI 54402-8050.

Article 10. Incorporator. The name and address of the incorporator of the Association is Joseph M. Mella, Ruder Ware, L.L.S.C., 500 N. First Street, Ste 8000, Wausau, WI 54403.

Executed this ____ day of _____, 2022.

Joseph M. Mella, Incorporator

Drafted By:

Joseph M. Mella, Esq.
Ruder Ware, L.L.S.C.

Return To:

Cindy M. Dahlke, Paralegal
cdahlke@ruderware.com

State Bar of Wisconsin Form 3-2003
QUIT CLAIM DEED

Document Number

Document Name

THIS DEED, made between The City of Wausau, Wisconsin, a Wisconsin municipal corporation
_____, ("Grantor," whether one or more),
and Wausau Opportunity Zone, Inc., a Wisconsin corporation

_____) ("Grantee," whether one or more).
Grantor quit claims to Grantee the following described real estate, together with the
rents, profits, fixtures and other appurtenant interests, in Marathon
County, State of Wisconsin ("Property") (if more space is needed, please attach
addendum):
See Addendum A, attached hereto and incorporated herein by reference.

Recording Area

Name and Return Address

Joseph M. Mella
Ruder Ware LLSC
500 N. 1st St. Suite 8000
Wausau, WI 54403

Parcel Identification Number (PIN)

This is not homestead property.
(~~is~~) (is not)

Dated _____

City of Wausau, Wisconsin

Accepted by Wausau Opportunity Zone, Inc.

_____ (SEAL) _____ (SEAL)
* * *

_____ (SEAL) _____ (SEAL)
* * *

AUTHENTICATION

Signature(s) _____

authenticated on

*

TITLE: MEMBER STATE BAR OF WISCONSIN

(If not, _____
authorized by Wis. Stat. § 706.06)

THIS INSTRUMENT DRAFTED BY:
Joseph M. Mella

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
COUNTY)

Personally came before me on _____,
the above-named

to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

Notary Public, State of Wisconsin
My Commission (is permanent) (expires: _____)

(Signatures may be authenticated or acknowledged. Both are not necessary.)

NOTE: THIS IS A STANDARD FORM. ANY MODIFICATIONS TO THIS FORM SHOULD BE CLEARLY IDENTIFIED.

QUIT CLAIM DEED

© 2003 STATE BAR OF WISCONSIN

FORM NO. 3-2003

* Type name below signatures.

Reset

ADDENDUM A

Units 1 and 2 in Wausau Opportunity Condominium, created by a “Declaration of Condominium” recorded on _____, in the office of the Register of Deeds for Marathon County, Wisconsin in Vol. _____ of Records at Page _____, as Document No. _____, and by its Condominium Plat.

This conveyance is made subject to the terms, provisions, conditions, and restrictions contained in the Condominium Ownership Act for the State of Wisconsin, as well as in any of the “Condominium Documents” (consisting of the Declaration and Condominium Plat, the Bylaws, and Articles of Incorporation of the Condominium Association, any Rules or regulations adopted pursuant to the Declaration or Bylaws), and all amendments to those Condominium Documents.

This conveyance is made for purposes of and with the intent to carry out the initial designation of ownership of the units of Wausau Opportunity Condominium as set forth in the Declaration of Condominium for said condominium.

Grantee, by acceptance of this Deed, agrees and binds Grantee and Grantee’s successors and assigns to all the terms, provisions, and conditions of the Condominium Documents and all amendments thereto.

State Bar of Wisconsin Form 3-2003
QUIT CLAIM DEED

Document Number

Document Name

THIS DEED, made between The City of Wausau, Wisconsin, a Wisconsin municipal corporation
_____, ("Grantor," whether one or more),
and Wausau Opportunity Zone, Inc., a Wisconsin corporation

_____) ("Grantee," whether one or more).
 Grantor quit claims to Grantee the following described real estate, together with the
 rents, profits, fixtures and other appurtenant interests, in Marathon
 County, State of Wisconsin ("Property") (if more space is needed, please attach
 addendum):
 See Addendum A, attached hereto and incorporated herein by reference.

Recording Area

Name and Return Address

Joseph M. Mella
Ruder Ware LLSC
500 N. 1st St. Suite 8000
Wausau, WI 54403

Parcel Identification Number (PIN)

This is not homestead property.
(~~is~~) (is not)

Dated _____

City of Wausau, Wisconsin

Accepted by Wausau Opportunity Zone, Inc.

_____ (SEAL) _____ (SEAL)
* * *

_____ (SEAL) _____ (SEAL)
* * *

AUTHENTICATION

Signature(s) _____

authenticated on _____

*

TITLE: MEMBER STATE BAR OF WISCONSIN

(If not, _____
authorized by Wis. Stat. § 706.06)

THIS INSTRUMENT DRAFTED BY:
Joseph M. Mella

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
COUNTY)

Personally came before me on _____,
the above-named

to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

Notary Public, State of Wisconsin
My Commission (is permanent) (expires: _____)

(Signatures may be authenticated or acknowledged. Both are not necessary.)

NOTE: THIS IS A STANDARD FORM. ANY MODIFICATIONS TO THIS FORM SHOULD BE CLEARLY IDENTIFIED.

QUIT CLAIM DEED

© 2003 STATE BAR OF WISCONSIN

FORM NO. 3-2003

* Type name below signatures.

Reset

ADDENDUM A

Unit 3 in Wausau Opportunity Condominium, created by a “Declaration of Condominium” recorded on _____, in the office of the Register of Deeds for Marathon County, Wisconsin in Vol. _____ of Records at Page _____, as Document No. _____, and by its Condominium Plat.

This conveyance is made subject to the terms, provisions, conditions, and restrictions contained in the Condominium Ownership Act for the State of Wisconsin, as well as in any of the “Condominium Documents” (consisting of the Declaration and Condominium Plat, the Bylaws, and Articles of Incorporation of the Condominium Association, any Rules or regulations adopted pursuant to the Declaration or Bylaws), and all amendments to those Condominium Documents.

This conveyance is made for purposes of and with the intent to carry out the initial designation of ownership of the units of Wausau Opportunity Condominium as set forth in the Declaration of Condominium for said condominium and is not intended to convey any interest of value.

Grantee, by acceptance of this Deed, agrees and binds Grantee and Grantee’s successors and assigns to all the terms, provisions, and conditions of the Condominium Documents and all amendments thereto.

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

RESOLUTION OF THE ECONOMIC DEVELOPMENT COMMITTEE

Authorizing the purchase of 722 Washington Street

Committee Action: Approved 5 - 0

Fiscal Impact: Approximately \$59,000 in acquisition costs + possible renovation costs

File Number: 22-1206

Date Introduced: December 14, 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: approximately \$59,000 + possible renovation costs</i>
	<i>Recurring Costs:</i>	Yes ☐ No ☒	<i>Amount:</i>
SOURCE	<i>Fee Financed:</i>	Yes ☐ No ☐	<i>Amount:</i>
	<i>Grant Financed:</i>	Yes ☒ No ☐	<i>Amount: approximately \$59,000 + possible renovation costs</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 through its Community Development Department authorized a loan to the owners of 722 Washington Street to assist with the purchase and renovations of the property. The loan was in the amount of \$49,115.99. The term carried a 0% interest rate, repayment was deferred until they sold the house or were no longer the primary resident. The City's loan was secondary to a primary loan with Marathon Savings Bank;

WHEREAS, the City of Wausau was notified that the primary lender has started foreclosure proceedings on the parcel of which the Sheriff's Sale has been set for January 3, 2023;

WHEREAS, based on the loan amount the primary lender has on the property, it is determined that it is economically feasible for the City to bid on this parcel up to the amount of the city's loan and the primary lenders loan in attempt to purchase the property;

WHEREAS, if acquired the City of Wausau through its Community Development Department will renovate as needed and then sell to a new income-qualified homeowner;

WHEREAS, the source of funds for such acquisition and rehabilitation will be from the City's Community Development Block Grant funds;

NOW THEREFORE BE IT RESOLVED that the Common Council of the City of Wausau authorizes City staff to proceed with the bidding to acquire the property at 722 Washington Street for no more than \$59,000;

BE IT FURTHER RESOLOVED, that City staff is authorized to enter into agreements to purchase, rehabilitate and sell this property to an income-qualified household.

Approved:

Katie Rosenberg, Mayor

MINUTES

Economic Development Committee Meeting

Date / time Tuesday, December 6, 2022, at 5:15 P.M. | *Meeting called to order by* Watson at 5:15 P.M.

In Attendance

Members Present: Sarah Watson, Chad Henke, Tom Kilian, Carol Lukens, Lisa Rasmussen

Others Present: Randy Fifrick, Shannon Graff, Tammy Stratz, Andrew Brueggemann, Chuck Ghidorzi, Alder Doug Diny, Mayor Rosenberg, Atty. Anne Jacobson, Maryanne Groat, Atty. Isaac Roang (Quarrels & Brady), Mark Macdonald (Athletic Park, Macndon Ventures)

Agenda Item 2 – Discussion and possible action approving the purchase of 722 Washington Street (Stratz)

Stratz advised the committee that Community Development issued a rehabilitation loan to Vang Moua Chang and Chue Yang in the amount of \$49,115.99. This was a special program where the city partnered with a local lender and an approved household to purchase and rehabilitate a home. The lender advised her they are going to start foreclosure proceedings on the home located at 722 Washington Street. She explained the lender has less than \$10,000 in collected fees and loan balance which is less of a financial interest than the city, so she is requesting approval bid on the home at the sheriff's sale. She said anticipates the bid to be about \$59,000 to make both the city and the bank whole, but there is a chance they will be outbid. If the bid is accepted and home purchased, the goal is to complete any rehabilitation necessary and then sell it to a low-moderate income household.

*Rasmussen motioned to approve the purchase, seconded by Henke. **Approved Unanimously 5-0.***

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

RESOLUTION OF THE ECONOMIC DEVELOPMENT COMMITTEE

Approving sale of 206 N. 6th Avenue

Committee Action: Approved 5 - 0

Fiscal Impact: Sale of the property will result in an increase to tax base once property is developed

File Number: 22-1208

Date Introduced: December 13, 2022

FISCAL IMPACT SUMMARY

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

WHEREAS, the City of Wausau purchased a blighted single family home located at 206 N. 6th Avenue from Marathon County, on April 10, 2015 utilizing Community Development's Neighborhood Stabilization Program (NSP) program income funds;

WHEREAS, the City, in connection with the Department of Public Works demolished the building, removed the debris and foundation, and performed final clean-up of the lot to make it ready for redevelopment/resale;

WHEREAS, through the City's Property Disposition Program this property was targeted as a Redevelopment Property and was marketed according to the Property Disposition Program guidelines;

WHEREAS, an offer has been received from Habitat for Humanity of Wausau for the purchase of the lot for an upcoming new single family home, built through Habitat for Humanity, and to be sold to an approved Habitat for Humanity family which will meet the income qualifications necessary to meet the guidelines of the NSP funds used for redevelopment;

WHEREAS, The Economic Development Committee recommends to sell this property to Habitat for Humanity of Wausau in the amount of One Thousand Dollars (\$1,000) with the assistance of removal of trees so the house could be set the summer of 2023;

NOW, THEREFORE, BE IT RESOLVED that the Common Council of the City of Wausau hereby approves the sale of 206 N. 6th Avenue to Habitat for Humanity of Wausau and agrees to assist with the removal of the trees;

BE IT FURTHER RESOLVED that the appropriate City officials are hereby authorized and directed to execute the necessary real estate documents for the conveyance of 206 N. 6th Avenue and assurances to sell to an income qualified homebuyer to Habitat for Humanity of Wausau.

Approved:

Katie Rosenberg, Mayor

MINUTES

Economic Development Committee Meeting

Date / time Tuesday, December 6, 2022, at 5:15 P.M. | *Meeting called to order by* Watson at 5:15 P.M.

In Attendance

Members Present: Sarah Watson, Chad Henke, Tom Kilian, Carol Lukens, Lisa Rasmussen

Others Present: Randy Fifrick, Shannon Graff, Tammy Stratz, Andrew Brueggemann, Chuck Ghidorzi, Alder Doug Diny, Mayor Rosenberg, Atty. Anne Jacobson, Maryanne Groat, Atty. Isaac Roang (Quarrels & Brady), Mark Macdonald (Athletic Park, Macndon Ventures)

Agenda Item 3 – Discussion and possible action approving sale of 206 N 6th Avenue (Stratz)

Stratz brought forth an offer to purchase for \$1,000 for Habitat for Humanity to purchase 206 N 6th Avenue for their next approved family. She explained the conditions of the offer to purchase are that the city provide a Certified Survey Map to buyer by 1/1/23 and to have the trees from the property and boulevard removed by closing to accommodate crane swing and delivery of home. She noted they expect to close on March 15, 2023.

*Kilian motioned to approve the sale, seconded by Henke. **Approved Unanimously 5-0.***

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

RESOLUTION OF THE FINANCE COMMITTEE

Establishing the 2022 Property Tax Equivalent for Wausau Water Works Wausau Wisconsin

Committee Action: Approved 4-0

Fiscal Impact: Approximately \$500,000

File Number: 21-1109

Date Introduced: December 13, 2022

FISCAL IMPACT SUMMARY

COSTS	<i>Budget Neutral</i>	Yes ☒ No ☐	
	<i>Included in Budget:</i>	Yes ☒ No ☐	<i>Budget Source: Wausau Water Works</i>
	<i>One-time Costs:</i>	Yes ☒ No ☐	<i>Amount: \$1,590,000</i>
	<i>Recurring Costs:</i>	Yes ☐ No ☒	<i>Amount:</i>
SOURCE	<i>Fee Financed:</i>	Yes ☒ No ☐	<i>Amount: Financed through user fees</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, Wisconsin Statute Section 66.0811(2) provides that the income of a municipal public utility is to be used to make payments to meet operation, maintenance, depreciation, interest and debt service fund requirements, local and school tax equivalents, additions and improvements and other necessary disbursements or indebtedness; and

WHEREAS, Wisconsin Administrative Code, Section PSC 109.02, establishes a methodology for calculating the local tax equivalent a municipality is to pay to a municipality; and

WHEREAS, a municipality's governing body may adopt a resolution authorizing the collection of a lower tax equivalent payment than allowed under PSC 109.02, Wis. Administrative Code; and

WHEREAS, the City of Wausau Finance Committee recognizes the financial limitations of the Wausau Water Works water utility due to the new treatment plant and wishes to smooth the user rate structure; and

WHEREAS, your Finance Committee has developed a 2022 budget that establishes a tax equivalent revenue budget for the general fund in the amount of \$1,315,000 and wishes to establish the 2022 tax equivalent for the same; and

WHEREAS, for clarification, the flat tax equivalent of \$1,315,000 authorized in this resolution, is the tax equivalent reported to the Public Service commission for the year 2022; and

NOW THERE BE IT RESOLVED, by the Common Council of the City of Wausau that the tax equivalent payment from the water utility be set at \$1,315,000 for the year 2022; and

BE IT FURTHER RESOLVED, that future tax equivalent will revert to the methodology established by Wisconsin Administrative Code, Section PSC 109.2.

Approved:

Katie Rosenberg, Mayor

FINANCE COMMITTEE

Date and Time: Tuesday, November 22, 2022 @ 5:00 pm., Council Chambers

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

Members Excused: Doug Diny (Finance)

Others Present: Maryanne Groat, Anne Jacobson, Anne Keenan, Bob Barteck, Ben Bliven, Melinda Pauls, Nathan Miller, Jamie Polley, Katie Rosenberg, and Kaitlyn Bernarde

Discussion and possible action regarding establishing the 2022 Tax Equivalent for water utility

Rasmussen stated at the last meeting they had opted to forgive \$500,000 of the Pilot payment for the utility to improve its financial condition because the amount that we needed and budgeted for was a lesser amount. The request to consider the same thing for 2022 by fixing that amount at a lower figure was not properly agendaized for the last meeting, so it is on the table for consideration now.

Motion by Martens, second by Watson to set the Pilot rate at \$1,315,000 for 2022. Motion carried 4-0.

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

RESOLUTION OF THE FINANCE COMMITTEE

Approving and Adopting the Budget for American Rescue Plan Coronavirus State and Local Fiscal Recovery Fund Funded Projects – 2022 Water and Sewer Replacement (related to the 2022 street reconstruction of 4th Street (McClellan St to Scott St) and 4th Avenue (Bridge St to Knox St)

Committee Action: Approved 4-0

Fiscal Impact: \$834,232

File Number: 21-1109A

Date Introduced: December 13, 2022

FISCAL IMPACT SUMMARY

COSTS	<i>Budget Neutral</i>	Yes ☒ No ☐	
	<i>Included in Budget:</i>	Yes ☐ No ☒	<i>Budget Source: ARPA funding</i>
	<i>One-time Costs:</i>	Yes ☒ No ☐	<i>Amount: \$834,232</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: \$834,232</i>
	<i>Debt Financed:</i>	Yes ☐ No ☒	<i>Amount: Annual Retirement</i>
	<i>TID Financed:</i>	Yes ☐ No ☒	<i>Amount:</i>
	<i>TID Source: Increment Revenue ☐ Debt ☐ Funds on Hand ☐ Interfund Loan ☐</i>		

RESOLUTION

WHEREAS, the City of Wausau has received approximately \$15 million in American Rescue Plan Act (ARPA) Funds in two payments, and

WHEREAS, the US Treasury has issued Final Rules regarding reporting and eligible uses; and

WHEREAS, the Rules specify that funds must be used for costs incurred on or after March 3, 2021 and obligated by December 31, 2024, and expended by December 31, 2026; and

WHEREAS, in 2021 the City heard testimony and conducted a listening session on potential uses for the funds; and

WHEREAS, your Finance Committee has developed a rolling application process and rating matrix to consider project and funding requests; and

WHEREAS, your Finance Committee has completed its ranking and recommends the following project:

2022 Water and Sewer Replacement: 4th Street (McClellan Street to Scott St and 4th Ave (Bridge Street to Knox Street)

WHEREAS, the project is eligible for ARPA funding under the category of Revenue Loss:
Government Services

WHEREAS, the funding will provide financial assistance to the Water and Sewer Utility thereby reducing pressure on rate increases and maintain important infrastructure; and

WHEREAS, your Finance Committee recommends the following budget modification to adopt a multi-year budget to reflect this ARPA spending plan;

GL Code		>>	Description	Period	Amount
158	158898260		4TH ST AND AVE SEWER	12	\$394,897.00
158	158898270		4TH ST AND AVE WATER	12	\$439,335.00
158	158782390		FEDERAL GRANTS	12	-\$834,232.00

NOW THERE 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 above.

BE IT FURTHER RESOLVED, that the proper City officials are directed to encumber funds and complete the projects and purchases in accordance with the American Rescue Plan Coronavirus State and Local Fiscal Recovery Fund

Approved:

Katie Rosenberg, Mayor

FINANCE COMMITTEE

Date and Time: Tuesday, November 22, 2022 @ 5:00 pm., Council Chambers

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

Members Excused: Doug Diny (Finance)

Others Present: Maryanne Groat, Anne Jacobson, Anne Keenan, Bob Barteck, Ben Bliven, Melinda Pauls, Nathan Miller, Jamie Polley, Katie Rosenberg, and Kaitlyn Bernarde

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

Lisa Rasmussen stated with our 2023 budget the committee scored and ranked the capital projects for the utility to eliminate further borrowing and improve their financial condition. She indicated the requests the committee is considering today would be applying the same type of fund source to the 2022 capital projects that are already completed in the Water & Sewer Utility.

Motion by Martens, second by Lukens to forward the 2022 capital projects requests for Water & Sewer utility for ARPA funding to Council. Motion carried 4-0.

ARPA FUNDING

	Public Health	Negative Economic Impacts	Services to Disproportionately Impacted Communities	Infrastructure	Revenue Loss: Government Services	Total	Approval
Landmark Project		\$ 350,000				\$ 350,000	2021
2022 Budget:							
Public Access Server for Closed Caption			47,402			47,402	2021
Internet Firewall Replacement					33,800	33,800	2021
Core Switch Replacement					50,000	50,000	2021
Financial ERP Software Replacement					850,000	850,000	2021
2022 Resolutions							
Temporary Water Supplies					230,000	230,000	Apr-22
PFAS Pilot Study				240,375		240,375	Apr-22
LED Street Lighting Conversion					881,971	881,971	Apr-22
Skate Park					225,000	225,000	Apr-22
EEC Negative Economic Impact		84,100				84,100	May-22
CCITC - Fiber Connection Project					140,000	140,000	May-22
Community Outreach Specialist Position					140,000	140,000	May-22
FireFighter Positions					771,000	771,000	Jun-22
Wastewater Treatment Screening Improvement Project				800,000		800,000	Jul-22
Abel Stormwater Liftstation				800,000		800,000	Jul-22
Community Partners Campus Facility Project					162,756	162,756	Jul-22
Catholic Charities		777,991				777,991	Sep-22
Infill New Construction		600,000				600,000	Sep-22
Affordable Rental Units		500,000				500,000	Sep-22
Homebuyer Education Counseling and Closing Assistance					34,000	34,000	Sep-22
Water Main Replacement - 2023							
10th Ave				420,000		420,000	Nov-22
Grant St				100,000		100,000	Nov-22
Henrietta				320,000		320,000	Nov-22
Water Engineering Studies and Project Work							Nov-22
Lead Service Line Replacement Plan					89,680	89,680	Nov-22
Corrosion Control Study					261,740	261,740	Nov-22
PFAS Treatment Process Design				658,695		658,695	Nov-22
Sewer Main Replacement - 2023							Nov-22
10th Ave				320,000		320,000	Nov-22
Grant St				85,000		85,000	Nov-22
Henrietta				200,000		200,000	Nov-22
Sewer Engineering and Project Work							Nov-22
Sewer Lift Station Upgrade Design					239,000	239,000	Nov-22
Obligated	\$ -	\$ 2,312,091	\$ 47,402	\$ 3,944,070	\$ 4,108,947	\$ 10,412,510	
Grant Award					10,000,000	15,586,461	
AVAILABLE - UNENCUMBERED					5,891,053	5,173,951	33%
CURRENT REQUESTS							
Water Main Replacement - 2022					1,414,409	1,414,409	
Sewer Main Replacement and Upgrades - 2022					1,050,283	1,050,283	
	\$ -	\$ -	\$ -	\$ -	\$ 2,464,692	\$ 2,464,692	
SEEKING ALTERNATE FUNDING SOURCES BUT ENDORSED BY THE COMMITTEE							
Lead Service Line Replacement				200,000		200,000	
				200,000		200,000	
UNFUNDED REQUESTS							
Solar Array Study				235,355		235,355	
Fire Station Land Acquisition					815,000	815,000	
Fixed Station Automated License Plate Readers					255,000	255,000	
Police Department Sit-Stand Configuration					50,000	50,000	
	-	-	-	235,355	1,120,000	1,355,355	
REMOVED							
Drinking Fountain Replacement Parks	81,000		Funded from Tennis Court Project			81,000	
17th Avenue Stewart Avenue to Elm Reconstruction			Finance recommended TID 8 Funding		1,180,000	1,180,000	
	81,000				1,180,000	1,261,000	

CITY OF WAUSAU

AMERICAN RESCUE PLAN - SLFRF APPLICATION

Water Sewer and Broad Band Infrastructure

Water, Sewer and Broadband infrastructure this category is available to address the consequences of deferred maintenance in drinking water systems, treatment of sewage and stormwater along with resiliency measures to adapt to climate change. In addition the funds may be used for broad band investment and cybersecurity investments. Common examples would include:

- * Sewage and Stormwater projects must be eligible under the EPA's Clean Water State Revolving Fund
- *Water projects must be eligible under the EPA's Drinking Water State Revolving Fund
- *Broad band infrastructure must respond to lack of reliable service or affordable service
- *Cybersecurity investment and modernization is eligible to new or existing infrastructure.



Project Title	4th St (McClellan St- Scott St) & 4th Ave (Bridge St - Knox St)		
Department	DPWU	Contact Name:	Eric Lindman
Priority 1-6 (low-high)	5		

6=Emergency, 5=Urgent, 4=High Priority, 3 Medium Priority, 2 Low Priority, 1 No Priority

Project Type (Check all that apply)

☒	Sewage Infrastructure	☐	Broadband Infrastructure
	Stormwater Infrastructure		Cybersecurity Investment
☒	Water Infrastructure		

PROJECT DESCRIPTION

Provide a description of the project, purchase or service attach additional information if needed

2022 road reconstruction project. This is a complete road reconstruction project to include street, curb/gutter, sidewalk, storm sewer, water and sanitary sewer. The roadway and stormwater portions of the project are being funded through the CIP for 2022. Due to expenditure strains within the utility it is recommended the W&S portions of this project be funded with ARPA funds rather than through utility borrowing. This would help alleviate expenditure strains on the utility while the new rates are allowed to be put in place.

WATER, SEWAGE AND STORMWATER PROJECT- CHECK THOSE THAT APPLY

☒	Addresses critical health or safety hazard.	☐	This project was identified and deferred on prior years capital/operating budget
☒	Required to achieve or maintain an adequate level of service		Expands existing service into an undeveloped area.
	Provides new service, facility, system or equipment.	☒	Repairs, replaces or prevents a breakdown of an existing infrastructure

PROJECT OR PURCHASE JUSTIFICATION

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

The water and sanitary sewer are beyond their design life and need to be replaced to mitigate the high risk of failure. Failure of water and sanitary sewer infrastructure is expensive and creates public safety issues to residents due to lack of potable water or it may create sanitary sewer overflows.

IMPACT ON DEFERRED IMPLEMENTATION/PURCHASE

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

Failure of water and sanitary sewer infrastructure is expensive and creates public safety issues to residents due to loss of potable water and/or sanitary sewer overflows. Deferral of the replacement of water and sanitary sewer lines will cost more and would need to be done as an emergency versus a planned project.

RETURN ON INVESTMENT

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

Replacement of the water and sewer mains will mitigate the risks of broken water mains and sanitary sewer line failures. These repairs/replacement will also include, at a minimum, the replacement of the public side lead service line. Full replacement of these lines will also prevent the need for cutting into a newly constructed street to repair old water and sanitary sewer mains.

WATER, SEWER, STORMWATER AND BROADBAND INFRASTRUCTURE - FINANCIAL DETAIL						
DPWU						
ONE TIME EXPENSE	2022	2023	2023	2025	2026	Total
Planning /Design						-
LandAcquisition						-
Construction/Maintenance	834,232					834,232
Equipment/Vehicle/Furnishings Purchase						-
Other(Describe)						-
Total Costs	\$ 834,232		-	\$ -	\$ -	\$834,232
FUNDING SOURCES						
ARPA Funding						-
Donations						-
User Fees						-
Debt Issuance						-
Other Grant Income						-
Other (Describe)						-
Total Sources	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Shortfall	\$ 834,232		-	\$ -	\$ -	\$834,232
ONGOING NEW OPERATIONAL EXP	2022	2022	2024	2025	2026	Total
Staff Costs						-
Contractual Services						-
Supplies/Materials						-
Maintenance						-
Other (Describe)						-
Total Costs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
FUNDING SOURCES						
ARPA Funding						-
Donations						-
User Fees						-
Other Grant Income						-
Other (Describe)						-
Total Funding Sources	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Shortfall	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
IDENTIFY ONGOING FUNDING SOURCE FOR NEW OPERATIONAL EXPENSES AFTER THE ARPA GRANT PERIOD						
DESCRIBE EVENTS OR CIRCUMSTANCES THAT WOULD PREVENT COSTS FROM BEING OBLIGATED BY DECEMBER 31, 2024 AND EXPENDED BY DECEMBER 31, 2026 attach additional information if needed						
These funds would be expended in 2022.						

WATER, SEWER, STORMWATER AND BROADBAND INFRASTRUCTURE - CALENDAR
DPWU

[illegible]

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

RESOLUTION OF THE FINANCE COMMITTEE

Approving and Adopting the Budget for American Rescue Plan Coronavirus State and Local Fiscal Recovery Fund Funded Projects – 2022 Water and Sewer Main Projects (related to the 2022 street reconstruction of Bugbee Ave (Burek Ave to Tierney Road); Burek Ave (Campus Dr to Bugbee Ave) and Campus Drive (Cherry St to Burek Ave)

Committee Action: Approved 4-0

Fiscal Impact: \$963,935

File Number: 21-1109B

Date Introduced: December 13, 2022

FISCAL IMPACT SUMMARY

COSTS	<i>Budget Neutral</i>	Yes ☒ No ☐	
	<i>Included in Budget:</i>	Yes ☐ No ☒	<i>Budget Source: ARPA funding</i>
	<i>One-time Costs:</i>	Yes ☒ No ☐	<i>Amount: \$963,935</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: \$963,935</i>
	<i>Debt Financed:</i>	Yes ☐ No ☒	<i>Amount</i> <i>Annual Retirement</i>
	<i>TID Financed:</i>	Yes ☐ No ☒	<i>Amount:</i>
	<i>TID Source: Increment Revenue</i> ☐ <i>Debt</i> ☐ <i>Funds on Hand</i> ☐ <i>Interfund Loan</i> ☐		

RESOLUTION

WHEREAS, the City of Wausau has received approximately \$15 million in American Rescue Plan Act (ARPA) Funds in two payments, and

WHEREAS, the US Treasury has issued Final Rules regarding reporting and eligible uses; and

WHEREAS, the Rules specify that funds must be used for costs incurred on or after March 3, 2021 and obligated by December 31, 2024, and expended by December 31, 2026; and

WHEREAS, in 2021 the City heard testimony and conducted a listening session on potential uses for the funds; and

WHEREAS, your Finance Committee has developed a rolling application process and rating matrix to consider project and funding requests; and

WHEREAS, your Finance Committee has completed its ranking and recommends the following project:

2022 Water and Sewer Replacement: Bugbee Ave (Burek Ave to Tierney Road); Burek Ave (Campus Dr to Bugbee Ave) and Campus Drive (Cherry St to Burek Ave)

WHEREAS, the project is eligible for ARPA funding under the category of Revenue Loss: Government Services

WHEREAS, the funding will provide financial assistance to the Water and Sewer Utility thereby reducing pressure on rate increases and maintain important infrastructure; and

WHEREAS, your Finance Committee recommends the following budget modification to adopt a multi-year budget to reflect this ARPA spending plan;

GL Code		>>	Description	Period	Amount
158	158898270		BUGBEE 2022 WATER	12	\$817,571.00
158	158898260		BUGBEE 2022 SEWER	12	\$146,364.00
158	158782390		FEDERAL GRANTS	12	-\$963,935.00

NOWHERE 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 above.

BE IT FURTHER RESOLVED, that the proper City officials are directed to encumber funds and complete the projects and purchases in accordance with the American Rescue Plan Coronavirus State and Local Fiscal Recovery Fund

Approved:

Katie Rosenberg, Mayor

FINANCE COMMITTEE

Date and Time: Tuesday, November 22, 2022 @ 5:00 pm., Council Chambers

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

Members Excused: Doug Diny (Finance)

Others Present: Maryanne Groat, Anne Jacobson, Anne Keenan, Bob Barteck, Ben Bliven, Melinda Pauls, Nathan Miller, Jamie Polley, Katie Rosenberg, and Kaitlyn Bernarde

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

Lisa Rasmussen stated with our 2023 budget the committee scored and ranked the capital projects for the utility to eliminate further borrowing and improve their financial condition. She indicated the requests the committee is considering today would be applying the same type of fund source to the 2022 capital projects that are already completed in the Water & Sewer Utility.

Motion by Martens, second by Lukens to forward the 2022 capital projects requests for Water & Sewer utility for ARPA funding to Council. Motion carried 4-0.

ARPA FUNDING

	Public Health	Negative Economic Impacts	Services to Disproportionately Impacted Communities	Infrastructure	Revenue Loss: Government Services	Total	Approval
Landmark Project		\$ 350,000				\$ 350,000	2021
2022 Budget:							
Public Access Server for Closed Caption			47,402			47,402	2021
Internet Firewall Replacement					33,800	33,800	2021
Core Switch Replacement					50,000	50,000	2021
Financial ERP Software Replacement					850,000	850,000	2021
2022 Resolutions							
Temporary Water Supplies					230,000	230,000	Apr-22
PFAS Pilot Study				240,375		240,375	Apr-22
LED Street Lighting Conversion					881,971	881,971	Apr-22
Skate Park					225,000	225,000	Apr-22
EEC Negative Economic Impact		84,100				84,100	May-22
CCITC - Fiber Connection Project					140,000	140,000	May-22
Community Outreach Specialist Position					140,000	140,000	May-22
FireFighter Positions					771,000	771,000	Jun-22
Wastewater Treatment Screening Improvement Project				800,000		800,000	Jul-22
Abel Stormwater Liftstation				800,000		800,000	Jul-22
Community Partners Campus Facility Project					162,756	162,756	Jul-22
Catholic Charities		777,991				777,991	Sep-22
Infill New Construction		600,000				600,000	Sep-22
Affordable Rental Units		500,000				500,000	Sep-22
Homebuyer Education Counseling and Closing Assistance					34,000	34,000	Sep-22
Water Main Replacement - 2023							
10th Ave				420,000		420,000	Nov-22
Grant St				100,000		100,000	Nov-22
Henrietta				320,000		320,000	Nov-22
Water Engineering Studies and Project Work							Nov-22
Lead Service Line Replacement Plan					89,680	89,680	Nov-22
Corrosion Control Study					261,740	261,740	Nov-22
PFAS Treatment Process Design				658,695		658,695	Nov-22
Sewer Main Replacement - 2023							Nov-22
10th Ave				320,000		320,000	Nov-22
Grant St				85,000		85,000	Nov-22
Henrietta				200,000		200,000	Nov-22
Sewer Engineering and Project Work							Nov-22
Sewer Lift Station Upgrade Design					239,000	239,000	Nov-22
Obligated	\$ -	\$ 2,312,091	\$ 47,402	\$ 3,944,070	\$ 4,108,947	\$ 10,412,510	
Grant Award					10,000,000	15,586,461	
AVAILABLE - UNENCUMBERED					5,891,053	5,173,951	33%
CURRENT REQUESTS							
Water Main Replacement - 2022					1,414,409	1,414,409	
Sewer Main Replacement and Upgrades - 2022					1,050,283	1,050,283	
	\$ -	\$ -	\$ -	\$ -	\$ 2,464,692	\$ 2,464,692	
SEEKING ALTERNATE FUNDING SOURCES BUT ENDORSED BY THE COMMITTEE							
Lead Service Line Replacement				200,000		200,000	
				200,000		200,000	
UNFUNDED REQUESTS							
Solar Array Study				235,355		235,355	
Fire Station Land Acquisition					815,000	815,000	
Fixed Station Automated License Plate Readers					255,000	255,000	
Police Department Sit-Stand Configuration					50,000	50,000	
	-	-	-	235,355	1,120,000	1,355,355	
REMOVED							
Drinking Fountain Replacement Parks	81,000		Funded from Tennis Court Project			81,000	
17th Avenue Stewart Avenue to Elm Reconstruction			Finance recommended TID 8 Funding		1,180,000	1,180,000	
	81,000				1,180,000	1,261,000	

CITY OF WAUSAU

AMERICAN RESCUE PLAN - SLFRF APPLICATION

Water Sewer and Broad Band Infrastructure

Water, Sewer and Broadband infrastructure this category is available to address the consequences of deferred maintenance in drinking water systems, treatment of sewage and stormwater along with resiliency measures to adapt to climate change. In addition the funds may be used for broad band investment and cybersecurity investments. Common examples would include:

- * Sewage and Stormwater projects must be eligible under the EPA's Clean Water State Revolving Fund
- *Water projects must be eligible under the EPA's Drinking Water State Revolving Fund
- *Broad band infrastructure must respond to lack of reliable service or affordable service
- *Cybersecurity investment and modernization is eligible to new or existing infrastructure.



Project Title	Bugbee Ave (Burek Ave - Tierney Rd), Burek Ave (Campus Dr - Bugbee Ave) & Campus Dr (Cherry St to Burek Ave)		
Department	DPWU	Contact Name:	Eric Lindman
Priority 1-6 (low-high)	5		

6=Emergency, 5=Urgent, 4=High Priority, 3 Medium Priority, 2 Low Priority, 1 No Priority

Project Type (Check all that apply)

☒	Sewage Infrastructure	☐	Broadband Infrastructure
☐	Stormwater Infrastructure	☐	Cybersecurity Investment
☒	Water Infrastructure		

PROJECT DESCRIPTION

Provide a description of the project, purchase or service attach additional information if needed

2022 road reconstruction project. This is a complete road reconstruction project to include street, curb/gutter, sidewalk, storm sewer, water and sanitary sewer. The roadway and stormwater portions of the project are being funded through the CIP for 2022. Due to expenditure strains within the utility it is recommended the W&S portions of this project be funded with ARPA funds rather than through utility borrowing. This would help alleviate expenditure strains on the utility while the new rates are allowed to be put in place.

WATER, SEWAGE AND STORMWATER PROJECT- CHECK THOSE THAT APPLY

☒	Addresses critical health or safety hazard.	☐	This project was identified and deferred on prior years capital/operating budget
☒	Required to achieve or maintain an adequate level of service	☐	Expands existing service into an undeveloped area.
☐	Provides new service, facility, system or equipment.	☒	Repairs, replaces or prevents a breakdown of an existing infrastructure

PROJECT OR PURCHASE JUSTIFICATION

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

The water and sanitary sewer are beyond their design life and need to be replaced to mitigate the high risk of failure. Failure of water and sanitary sewer infrastructure is expensive and creates public safety issues to residents due to lack of potable water or it may create sanitary sewer overflows.

IMPACT ON DEFERRED IMPLEMENTATION/PURCHASE

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

Failure of water and sanitary sewer infrastructure is expensive and creates public safety issues to residents due to loss of potable water and/or sanitary sewer overflows. Deferral of the replacement of water and sanitary sewer lines will cost more and would need to be done as an emergency versus a planned project.

RETURN ON INVESTMENT

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

Replacement of the water and sewer mains will mitigate the risks of broken water mains and sanitary sewer line failures. These repairs/replacement will also include, at a minimum, the replacement of the public side lead service line. Full replacement of these lines will also prevent the need for cutting into a newly constructed street to repair old water and sanitary sewer mains.

WATER, SEWER, STORMWATER AND BROADBAND INFRASTRUCTURE - FINANCIAL DETAIL

DPWU

ONE TIME EXPENSE	2022	2023	2024	2025	2026	Total
Planning /Design						-
LandAcquisition						-
Construction/Maintenance	963,935					963,935
Equipment/Vehicle/Furnishings Purchase						-
Other(Describe)						-
Total Costs	- \$ 963,935		- \$	- \$	- \$	\$963,935

FUNDING SOURCES

ARPA Funding	-
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Donations	-
User Fees	-
Debt Issuance	-
Other Grant Income	-
Other (Describe)	-
Total Sources	\$ - \$ - \$ - \$ - \$ - \$ - \$ -

Shortfall	\$ 963,935	-	\$ -	\$ -	\$963,935
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ONGOING NEW OPERATIONAL EXP	2022	2023	2024	2025	2026	Total
Staff Costs						-
Contractual Services						-
Supplies/Materials						-
Maintenance						-
Other (Describe)						-
Total Costs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

FUNDING SOURCES

ARPA Funding	-
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Donations	-
User Fees	-
Other Grant Income	-
Other (Describe)	-
Total Funding Sources	\$ - \$ - \$ - \$ - \$ - \$ -

Shortfall	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
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IDENTIFY ONGOING FUNDING SOURCE FOR NEW OPERATIONAL EXPENSES AFTER THE ARPA GRANT PERIOD

DESCRIBE EVENTS OR CIRCUMSTANCES THAT WOULD PREVENT COSTS FROM BEING OBLIGATED BY DECEMBER 31, 2024 AND EXPENDED BY DECEMBER 31, 2026 attach additional information if needed	

These funds would be expended in 2022.

WATER, SEWER, STORMWATER AND BROADBAND INFRASTRUCTURE - CALENDAR
DPWU

[illegible]

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

RESOLUTION OF THE FINANCE COMMITTEE

Approving and Adopting the Budget for American Rescue Plan Coronavirus State and Local Fiscal Recovery Fund Funded Projects – Torney Avenue (McDonald St to Townline Rd)

Committee Action: Approved 4-0

Fiscal Impact: \$307,341

File Number: 21-1109C

Date Introduced: December 13, 2022

FISCAL IMPACT SUMMARY

COSTS	<i>Budget Neutral</i>	Yes ☒ No ☐	
	<i>Included in Budget:</i>	Yes ☐ No ☒	<i>Budget Source: ARPA funding</i>
	<i>One-time Costs:</i>	Yes ☒ No ☐	<i>Amount: \$307,341</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: \$307,341</i>
	<i>Debt Financed:</i>	Yes ☐ No ☒	<i>Amount Annual Retirement</i>
	<i>TID Financed:</i>	Yes ☐ No ☒	<i>Amount:</i>
	<i>TID Source: Increment Revenue ☐ Debt ☐ Funds on Hand ☐ Interfund Loan ☐</i>		

RESOLUTION

WHEREAS, the City of Wausau has received approximately \$15 million in American Rescue Plan Act (ARPA) Funds in two payments, and

WHEREAS, the US Treasury has issued Final Rules regarding reporting and eligible uses; and

WHEREAS, the Rules specify that funds must be used for costs incurred on or after March 3, 2021 and obligated by December 31, 2024, and expended by December 31, 2026; and

WHEREAS, in 2021 the City heard testimony and conducted a listening session on potential uses for the funds; and

WHEREAS, your Finance Committee has developed a rolling application process and rating matrix to consider project and funding requests; and

WHEREAS, your Finance Committee has completed its ranking and recommends the following project:

Torney Avenue (McDonald St to Townline Rd)

WHEREAS, the project is eligible for ARPA funding under the category of Revenue Loss: Government Services

WHEREAS, the funding will provide financial assistance to the Water and Sewer Utility thereby reducing pressure on rate increases and maintain important infrastructure; and

WHEREAS, your Finance Committee recommends the following budget modification to adopt a multi-year budget to reflect this ARPA spending plan;

GL Code		Description	Period	Amount
	>>			
158	158898270	TORNEY AVE 2022 WATER	12	\$157,503.00
158	158898260	TORNEY AVE 2022 SEWER	12	\$149,838.00
158	158782390	FEDERAL GRANTS	12	-\$307,341.00

NOW THERE 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 above.

BE IT FURTHER RESOLVED, that the proper City officials are directed to encumber funds and complete the projects and purchases in accordance with the American Rescue Plan Coronavirus State and Local Fiscal Recovery Fund

Approved:

Katie Rosenberg, Mayor

FINANCE COMMITTEE

Date and Time: Tuesday, November 22, 2022 @ 5:00 pm., Council Chambers

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

Members Excused: Doug Diny (Finance)

Others Present: Maryanne Groat, Anne Jacobson, Anne Keenan, Bob Barteck, Ben Bliven, Melinda Pauls, Nathan Miller, Jamie Polley, Katie Rosenberg, and Kaitlyn Bernarde

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

Lisa Rasmussen stated with our 2023 budget the committee scored and ranked the capital projects for the utility to eliminate further borrowing and improve their financial condition. She indicated the requests the committee is considering today would be applying the same type of fund source to the 2022 capital projects that are already completed in the Water & Sewer Utility.

Motion by Martens, second by Lukens to forward the 2022 capital projects requests for Water & Sewer utility for ARPA funding to Council. Motion carried 4-0.

ARPA FUNDING

	Public Health	Negative Economic Impacts	Services to Disproportionately Impacted Communities	Infrastructure	Revenue Loss: Government Services	Total	Approval
Landmark Project		\$ 350,000				\$ 350,000	2021
2022 Budget:							
Public Access Server for Closed Caption			47,402			47,402	2021
Internet Firewall Replacement					33,800	33,800	2021
Core Switch Replacement					50,000	50,000	2021
Financial ERP Software Replacement					850,000	850,000	2021
2022 Resolutions							
Temporary Water Supplies					230,000	230,000	Apr-22
PFAS Pilot Study				240,375		240,375	Apr-22
LED Street Lighting Conversion					881,971	881,971	Apr-22
Skate Park					225,000	225,000	Apr-22
EEC Negative Economic Impact		84,100				84,100	May-22
CCITC - Fiber Connection Project					140,000	140,000	May-22
Community Outreach Specialist Position					140,000	140,000	May-22
FireFighter Positions					771,000	771,000	Jun-22
Wastewater Treatment Screening Improvement Project				800,000		800,000	Jul-22
Abel Stormwater Liftstation				800,000		800,000	Jul-22
Community Partners Campus Facility Project					162,756	162,756	Jul-22
Catholic Charities		777,991				777,991	Sep-22
Infill New Construction		600,000				600,000	Sep-22
Affordable Rental Units		500,000				500,000	Sep-22
Homebuyer Education Counseling and Closing Assistance					34,000	34,000	Sep-22
Water Main Replacement - 2023							
10th Ave				420,000		420,000	Nov-22
Grant St				100,000		100,000	Nov-22
Henrietta				320,000		320,000	Nov-22
Water Engineering Studies and Project Work							Nov-22
Lead Service Line Replacement Plan					89,680	89,680	Nov-22
Corrosion Control Study					261,740	261,740	Nov-22
PFAS Treatment Process Design				658,695		658,695	Nov-22
Sewer Main Replacement - 2023							Nov-22
10th Ave				320,000		320,000	Nov-22
Grant St				85,000		85,000	Nov-22
Henrietta				200,000		200,000	Nov-22
Sewer Engineering and Project Work							Nov-22
Sewer Lift Station Upgrade Design					239,000	239,000	Nov-22
Obligated	\$ -	\$ 2,312,091	\$ 47,402	\$ 3,944,070	\$ 4,108,947	\$ 10,412,510	
Grant Award					10,000,000	15,586,461	
AVAILABLE - UNENCUMBERED					5,891,053	5,173,951	33%
CURRENT REQUESTS							
Water Main Replacement - 2022					1,414,409	1,414,409	
Sewer Main Replacement and Upgrades - 2022					1,050,283	1,050,283	
	\$ -	\$ -	\$ -	\$ -	\$ 2,464,692	\$ 2,464,692	
SEEKING ALTERNATE FUNDING SOURCES BUT ENDORSED BY THE COMMITTEE							
Lead Service Line Replacement				200,000		200,000	
				200,000		200,000	
UNFUNDED REQUESTS							
Solar Array Study				235,355		235,355	
Fire Station Land Acquisition					815,000	815,000	
Fixed Station Automated License Plate Readers					255,000	255,000	
Police Department Sit-Stand Configuration					50,000	50,000	
	-	-	-	235,355	1,120,000	1,355,355	
REMOVED							
Drinking Fountain Replacement Parks	81,000		Funded from Tennis Court Project			81,000	
17th Avenue Stewart Avenue to Elm Reconstruction			Finance recommended TID 8 Funding		1,180,000	1,180,000	
	81,000				1,180,000	1,261,000	

CITY OF WAUSAU

AMERICAN RESCUE PLAN - SLFRF APPLICATION

Water Sewer and Broad Band Infrastructure

Water, Sewer and Broadband infrastructure this category is available to address the consequences of deferred maintenance in drinking water systems, treatment of sewage and stormwater along with resiliency measures to adapt to climate change. In addition the funds may be used for broad band investment and cybersecurity investments. Common examples would include:

- * Sewage and Stormwater projects must be eligible under the EPA's Clean Water State Revolving Fund
- *Water projects must be eligible under the EPA's Drinking Water State Revolving Fund
- *Broad band infrastructure must respond to lack of reliable service or affordable service
- *Cybersecurity investment and modernization is eligible to new or existing infrastructure.



Project Title	Torney Ave (Mcdonald St - Townline Rd)		
Department	DPWU	Contact Name:	Eric Lindman
Priority 1-6 (low-high)	5		

6=Emergency, 5=Urgent, 4=High Priority, 3 Medium Priority, 2 Low Priority, 1 No Priority

Project Type (Check all that apply)

☒	Sewage Infrastructure	☐	Broadband Infrastructure
	Stormwater Infrastructure		Cybersecurity Investment
☒	Water Infrastructure		

PROJECT DESCRIPTION

Provide a description of the project, purchase or service attach additional information if needed

2022 road reconstruction project. This is a complete road reconstruction project to include street, curb/gutter, sidewalk, storm sewer, water and sanitary sewer. The roadway and stormwater portions of the project are being funded through the CIP for 2022. Due to expenditure strains within the utility it is recommended the W&S portions of this project be funded with ARPA funds rather than through utility borrowing. This would help alleviate expenditure strains on the utility while the new rates are allowed to be put in place.

WATER, SEWAGE AND STORMWATER PROJECT- CHECK THOSE THAT APPLY

☒	Addresses critical health or safety hazard.	☐	This project was identified and deferred on prior years capital/operating budget
☒	Required to achieve or maintain an adequate level of service		Expands existing service into an undeveloped area.
	Provides new service, facility, system or equipment.	☒	Repairs, replaces or prevents a breakdown of an existing infrastructure

PROJECT OR PURCHASE JUSTIFICATION

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

The water and sanitary sewer are beyond their design life and need to be replaced to mitigate the high risk of failure. Failure of water and sanitary sewer infrastructure is expensive and creates public safety issues to residents due to lack of potable water or it may create sanitary sewer overflows.

IMPACT ON DEFERRED IMPLEMENTATION/PURCHASE

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

Failure of water and sanitary sewer infrastructure is expensive and creates public safety issues to residents due to loss of potable water and/or sanitary sewer overflows. Deferral of the replacement of water and sanitary sewer lines will cost more and would need to be done as an emergency versus a planned project.

RETURN ON INVESTMENT

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

Replacement of the water and sewer mains will mitigate the risks of broken water mains and sanitary sewer line failures. These repairs/replacement will also include, at a minimum, the replacement of the public side lead service line. Full replacement of these lines will also prevent the need for cutting into a newly constructed street to repair old water and sanitary sewer mains.

WATER, SEWER, STORMWATER AND BROADBAND INFRASTRUCTURE - FINANCIAL DETAIL						
DPWU						
ONE TIME EXPENSE	2022	2023	2024	2025	2026	Total
Planning /Design						-
LandAcquisition						-
Construction/Maintenance	307,341					307,341
Equipment/Vehicle/Furnishings Purchase						-
Other(Describe)						-
Total Costs	\$ 307,341		-	\$ -	\$ -	\$307,341
FUNDING SOURCES						
ARPA Funding						-
Donations						-
User Fees						-
Debt Issuance						-
Other Grant Income						-
Other (Describe)						-
Total Sources	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Shortfall	\$ 307,341	\$ -	\$ -	\$ -	\$ -	\$307,341
ONGOING NEW OPERATIONAL EXP	2022	2023	2024	2025	2026	Total
Staff Costs						-
Contractual Services						-
Supplies/Materials						-
Maintenance						-
Other (Describe)						-
Total Costs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
FUNDING SOURCES						
ARPA Funding						-
Donations						-
User Fees						-
Other Grant Income						-
Other (Describe)						-
Total Funding Sources	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Shortfall	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
IDENTIFY ONGOING FUNDING SOURCE FOR NEW OPERATIONAL EXPENSES AFTER THE ARPA GRANT PERIOD						
DESCRIBE EVENTS OR CIRCUMSTANCES THAT WOULD PREVENT COSTS FROM BEING OBLIGATED BY DECEMBER 31, 2024 AND EXPENDED BY DECEMBER 31, 2026 attach additional information if needed						
These funds would be expended in 2022.						

WATER, SEWER, STORMWATER AND BROADBAND INFRASTRUCTURE - CALENDAR
DPWU

[illegible]

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

RESOLUTION OF THE FINANCE COMMITTEE

Approving and Adopting the Budget for American Rescue Plan Coronavirus State and Local Fiscal Recovery Fund Funded Projects – Industrial Park Force Main

Committee Action: Approved 4-0

Fiscal Impact: \$359,184

File Number: 21-1109D

Date Introduced: December 13, 2022

FISCAL IMPACT SUMMARY

COSTS	<i>Budget Neutral</i>	Yes ☒ No ☐	
	<i>Included in Budget:</i>	Yes ☐ No ☒	<i>Budget Source: ARPA funding</i>
	<i>One-time Costs:</i>	Yes ☒ No ☐	<i>Amount: \$359,184</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: \$359,184</i>
	<i>Debt Financed:</i>	Yes ☐ No ☒	<i>Amount</i> <i>Annual Retirement</i>
	<i>TID Financed:</i>	Yes ☐ No ☒	<i>Amount:</i>
	<i>TID Source: Increment Revenue</i> ☐ <i>Debt</i> ☐ <i>Funds on Hand</i> ☐ <i>Interfund Loan</i> ☐		

RESOLUTION

WHEREAS, the City of Wausau has received approximately \$15 million in American Rescue Plan Act (ARPA) Funds in two payments, and

WHEREAS, the US Treasury has issued Final Rules regarding reporting and eligible uses; and

WHEREAS, the Rules specify that funds must be used for costs incurred on or after March 3, 2021 and obligated by December 31, 2024, and expended by December 31, 2026; and

WHEREAS, in 2021 the City heard testimony and conducted a listening session on potential uses for the funds; and

WHEREAS, your Finance Committee has developed a rolling application process and rating matrix to consider project and funding requests; and

WHEREAS, your Finance Committee has completed its ranking and recommends the following project:

Industrial Park Force Main Project

WHEREAS, the project is eligible for ARPA funding under the category of Revenue Loss:
Government Services

WHEREAS, the funding will provide financial assistance to the Sewer Utility thereby reducing pressure on rate increases and maintain important infrastructure; and

WHEREAS, your Finance Committee recommends the following budget modification to adopt a multi-year budget to reflect this ARPA spending plan;

GL Code		Description	Period	Amount
	>>			
158	158898260	INDUSTRIAL PARK FORCE MAIN	12	\$359,184.00
158	158782390	INDUSTRIAL PARK FORCE MAIN	12	-\$359,184.00

NOW THERE 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 above.

BE IT FURTHER RESOLVED, that the proper City officials are directed to encumber funds and complete the projects and purchases in accordance with the American Rescue Plan Coronavirus State and Local Fiscal Recovery Fund

Approved:

Katie Rosenberg, Mayor

FINANCE COMMITTEE

Date and Time: Tuesday, November 22, 2022 @ 5:00 pm., Council Chambers

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

Members Excused: Doug Diny (Finance)

Others Present: Maryanne Groat, Anne Jacobson, Anne Keenan, Bob Barteck, Ben Bliven, Melinda Pauls, Nathan Miller, Jamie Polley, Katie Rosenberg, and Kaitlyn Bernarde

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

Lisa Rasmussen stated with our 2023 budget the committee scored and ranked the capital projects for the utility to eliminate further borrowing and improve their financial condition. She indicated the requests the committee is considering today would be applying the same type of fund source to the 2022 capital projects that are already completed in the Water & Sewer Utility.

Motion by Martens, second by Lukens to forward the 2022 capital projects requests for Water & Sewer utility for ARPA funding to Council. Motion carried 4-0.

ARPA FUNDING

	Public Health	Negative Economic Impacts	Services to Disproportionately Impacted Communities	Infrastructure	Revenue Loss: Government Services	Total	Approval
Landmark Project		\$ 350,000				\$ 350,000	2021
2022 Budget:							
Public Access Server for Closed Caption			47,402			47,402	2021
Internet Firewall Replacement					33,800	33,800	2021
Core Switch Replacement					50,000	50,000	2021
Financial ERP Software Replacement					850,000	850,000	2021
2022 Resolutions							
Temporary Water Supplies					230,000	230,000	Apr-22
PFAS Pilot Study				240,375		240,375	Apr-22
LED Street Lighting Conversion					881,971	881,971	Apr-22
Skate Park					225,000	225,000	Apr-22
EEC Negative Economic Impact		84,100				84,100	May-22
CCITC - Fiber Connection Project					140,000	140,000	May-22
Community Outreach Specialist Position					140,000	140,000	May-22
FireFighter Positions					771,000	771,000	Jun-22
Wastewater Treatment Screening Improvement Project				800,000		800,000	Jul-22
Abel Stormwater Liftstation				800,000		800,000	Jul-22
Community Partners Campus Facility Project					162,756	162,756	Jul-22
Catholic Charities		777,991				777,991	Sep-22
Infill New Construction		600,000				600,000	Sep-22
Affordable Rental Units		500,000				500,000	Sep-22
Homebuyer Education Counseling and Closing Assistance					34,000	34,000	Sep-22
Water Main Replacement - 2023							
10th Ave				420,000		420,000	Nov-22
Grant St				100,000		100,000	Nov-22
Henrietta				320,000		320,000	Nov-22
Water Engineering Studies and Project Work							Nov-22
Lead Service Line Replacement Plan					89,680	89,680	Nov-22
Corrosion Control Study					261,740	261,740	Nov-22
PFAS Treatment Process Design				658,695		658,695	Nov-22
Sewer Main Replacement - 2023							Nov-22
10th Ave				320,000		320,000	Nov-22
Grant St				85,000		85,000	Nov-22
Henrietta				200,000		200,000	Nov-22
Sewer Engineering and Project Work							Nov-22
Sewer Lift Station Upgrade Design					239,000	239,000	Nov-22
Obligated	\$ -	\$ 2,312,091	\$ 47,402	\$ 3,944,070	\$ 4,108,947	\$ 10,412,510	
Grant Award					10,000,000	15,586,461	
AVAILABLE - UNENCUMBERED					5,891,053	5,173,951	33%
CURRENT REQUESTS							
Water Main Replacement - 2022					1,414,409	1,414,409	
Sewer Main Replacement and Upgrades - 2022					1,050,283	1,050,283	
	\$ -	\$ -	\$ -	\$ -	\$ 2,464,692	\$ 2,464,692	
SEEKING ALTERNATE FUNDING SOURCES BUT ENDORSED BY THE COMMITTEE							
Lead Service Line Replacement				200,000		200,000	
				200,000		200,000	
UNFUNDED REQUESTS							
Solar Array Study				235,355		235,355	
Fire Station Land Acquisition					815,000	815,000	
Fixed Station Automated License Plate Readers					255,000	255,000	
Police Department Sit-Stand Configuration					50,000	50,000	
	-	-	-	235,355	1,120,000	1,355,355	
REMOVED							
Drinking Fountain Replacement Parks	81,000		Funded from Tennis Court Project			81,000	
17th Avenue Stewart Avenue to Elm Reconstruction			Finance recommended TID 8 Funding		1,180,000	1,180,000	
	81,000				1,180,000	1,261,000	

CITY OF WAUSAU
AMERICAN RESCUE PLAN - SLFRF APPLICATION
Water Sewer and Broad Band Infrastructure

Water, Sewer and Broadband infrastructure this category is available to address the consequences of deferred maintenance in drinking water systems, treatment of sewage and stormwater along with resiliency measures to adapt to climate change. In addition the funds may be used for broad band investment and cybersecurity investments. Common examples would include:

- * Sewage and Stormwater projects must be eligible under the EPA's Clean Water State Revolving Fund
- *Water projects must be eligible under the EPA's Drinking Water State Revolving Fund
- *Broad band infrastructure must respond to lack of reliable service or affordable service
- *Cybersecurity investment and modernization is eligible to new or existing infrastructure.



Project Title	Industrial Park Lift Station		
Department	DPWU	Contact Name:	Eric Lindman
Priority 1-6 (low-high)	5		

6=Emergency, 5=Urgent, 4=High Priority, 3 Medium Priority, 2 Low Priority, 1 No Priority

Project Type (Check all that apply)

☒	Sewage Infrastructure	☐	Broadband Infrastructure
☐	Stormwater Infrastructure	☐	Cybersecurity Investment
☐	Water Infrastructure		

PROJECT DESCRIPTION

Provide a description of the project, purchase or service attach additional information if needed

Install access points along the industrial park force main to properly clean and maintain the line.

WATER, SEWAGE AND STORMWATER PROJECT- CHECK THOSE THAT APPLY

☒	Addresses critical health or safety hazard.	☒	This project was identified and deferred on prior years capital/operating budget
☒	Required to achieve or maintain an adequate level of service	☐	Expands existing service into an undeveloped area.
☐	Provides new service, facility, system or equipment.	☒	Repairs, replaces or prevents a breakdown of an existing infrastructure

PROJECT OR PURCHASE JUSTIFICATION

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

Force main lines are inherent to build up of solids over time. When solids build up in the line the pumps do not function properly due to the restrictions in the line. These restrictions reduce the amount of sewage that can be pumped and creates more work for the pump and motor leading to premature failure. The access points installed with this project will allow the line to be properly cleaned on a regular schedule.

IMPACT ON DEFERRED IMPLEMENTATION/PURCHASE

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

Potential pump failure and sewage back up could occur if the force main line is not properly cleaned and maintained.

RETURN ON INVESTMENT

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

Properly maintained force mains allow for pumps to last longer and reduce maintenance.

DPWU

ONE TIME EXPENSE	2022	2023	2024	2025	2026	Total
Planning /Design						-
LandAcquisition						-
Construction/Maintenance	359,184					359,184
Equipment/Vehicle/Furnishings Purchase						-
Other(Describe)						-
Total Costs	\$ 359,184	\$ -	\$ -	\$ -	\$ -	\$ 359,184
FUNDING SOURCES						
ARPA Funding						-
Donations						-
User Fees						-
Debt Issuance						-
Other Grant Income						-
Other (Describe)						-
Total Sources	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Shortfall	\$ 359,184	\$ -	\$ -	\$ -	\$ -	\$ 359,184
ONGOING NEW OPERATIONAL EXP	2022	2023	2024	2025	2026	Total
Staff Costs						-
Contractual Services						-
Supplies/Materials						-
Maintenance						-
Other (Describe)						-
Total Costs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
FUNDING SOURCES						
ARPA Funding						-
Donations						-
User Fees						-
Other Grant Income						-
Other (Describe)						-
Total Funding Sources	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Shortfall	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
IDENTIFY ONGOING FUNDING SOURCE FOR NEW OPERATIONAL EXPENSES AFTER THE ARPA GRANT PERIOD						
DESCRIBE EVENTS OR CIRCUMSTANCES THAT WOULD PREVENT COSTS FROM BEING OBLIGATED BY DECEMBER 31, 2024 AND EXPENDED BY DECEMBER 31, 2026 attach additional information if needed						

DPWU

[illegible]

RESOLUTION OF THE PARKS & RECREATION COMMITTEE

Approving installation of infield synthetic turf at Athletic Park

Committee Action: Approved 4-0

Fiscal Impact: None

File Number: 22-1205

Date Introduced: December 13, 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, the Woodchucks baseball team has provided affordable family entertainment at Athletic Park since 1996; and

WHEREAS, Athletic Park is a cherished public facility which has continued to be an important neighborhood ballpark for the City of Wausau; and

WHEREAS, the Wausau Woodchucks have been partners with the City of Wausau in investing in Athletic Park to improve the facility; and

WHEREAS, the Wausau Woodchucks have proposed installing infield synthetic turf in the infield and infield foul territory sections of Athletic Park in order to bring in a Division Collegiate Summer Softball team to Wausau in the summer of 2024; and

WHEREAS, your Parks & Recreation Committee, at their December 5, 2022 meeting, discussed and recommended the installation of infield synthetic turf at Athletic Park.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Wausau that the Wausau Woodchucks be allowed to install infield synthetic turf at Athletic Park.

Approved:

Katie Rosenberg, Mayor

DRAFT
CITY OF WAUSAU – PARK AND RECREATION COMMITTEE MEETING MINUTES

Date/Time: December 5, 2022 at 4:30 p.m. Location: Council Chambers, City Hall

Members Present: Dawn Herbst (c), Carol Lukens, Sarah Watson, Lou Larson

Members Excused: Tom Kilian

Others Present: Jamie Polley-Parks Director, Mark Macdonald-Wausau Woodchuck owner, Ryan Treu-Wausau Woodchucks General Manager

1. In accordance with Chapter 19, Wisc. Statutes, notice of this meeting was posted and sent to the Daily Herald in the proper manner. A quorum was present and the meeting was called to order by Chair Herbst at 4:30pm.

4. Discussion and Possible Action Approving the Installation of Infield Synthetic Turf at Athletic Park – Polley explained that the Wausau Woodchucks have submitted a proposal to install Astro Turf in the infield and infield foul territory sections of Athletic Park. Additionally, they propose to bring a Division Collegiate Summer Softball team to Wausau (Woodchuck version of Softball) in the summer of 2024. Polley discussed the pros and cons of changing the field to synthetic turf. Staff had checked with all the users of Athletic Park and overall, the organizations support the change and do not see it negatively impacting their usage. Polley said along with the turf that the Woodchucks would also purchase the recommended groomer/sweeper to maintain the field. The infield areas should last ten to twelve years with proper care. Currently, Athletic Park is not considered high usage so it is anticipated that the life expectancy could be longer.

Larson arrived at 4:45 p.m.

Macdonald felt this would be a very good opportunity for the Wausau area and would give women college age athletes the same opportunity as the men. It would also benefit other outside users. Lukens while supportive also raised some concerns about the environmental impacts of artificial turf. She was interested in how it affected the landfill. Macdonald and Treu spoke about the Astroturf product itself and some things that are done with turf waste. **Motion** by Larson, second by Watson to move the project of the installation of infield synthetic turf at Athletic Park on to City Council. Motion **carried** by voice vote, vote reflected as 4-0.



Athletic Park Turf & Collegiate Minor League Softball

Proposal: Woodchucks propose to install AstroTurf in the infield and infield foul territory sections of Athletic Park. Additionally, they propose to bring a Division Collegiate Summer Softball team to Wausau (Woodchuck version of Softball) in the summer of 2024.

Benefits.

1. Wausau will be one of few cities in Wisconsin, and the Midwest, to offer a Minor League women's sports team. Wausau will be unique in supporting professional Women's sports presenting an image as a progressive community.
2. Athletic Park may be utilized more.
 - Athletic Park will be able to support softball and baseball. The baseball field will accommodate beginner (45' mound & 60' foot bases), intermediate (54' x 75') and high school (60' x 90') baseball.
 - Astro Turf will allow Athletic Park to open earlier in the spring.
 - With Turf, Athletic Park will have the ability to schedule multiple games in a day with less wear and tear on the field.
 - Rain will cause fewer cancellations and shorter delays.
3. Potential cost savings. On a daily basis, less maintenance will be required. Longer term, the cost of replacing turf need to be considered.

Turf the infield at Athletic Park.

1. Astro Turf. Not Field Turf.
2. Temporary Mound and Temporary Fence.
3. Will include equipment to maintain field.
4. Approximate Cost \$600,000. Project to start at the end of the 2023 Woodchuck season (mid-August 2023).

Bring a Division 1 Collegiate Summer Softball team to Wausau. A softball version of the Woodchucks.

1. June 1st, 2024 first game.
2. 40-game season (20 home/road games.) The season would start after Memorial Day and finish before August 15th.
3. Softball Team would play at Athletic Park when the Woodchucks are on the road.
4. Approximate Cost \$500,000. \$250,000 Franchise Fee and \$250,000 of Start-up Costs.
5. Wausau would be one of the few cities in the United States to offer female Minor League sports.

A Second Use Agreement Needs to be Negotiated.

Development Agreement dated April 2020 needs to be updates.

On Wednesday, November 16, 2022 at 04:24:27 PM CST, Jamie Polley
<jamie.polley@co.marathon.wi.us> wrote:

Hello Athletic Park Users,

I am reaching out to get feedback from your agency on how an Astro turf infield at Athletic Park would affect your organization. The Wausau Woodchucks have proposed to install Astro Turf at Athletic Park in the infield and infield foul territories. We will be taking this discussion to the City Parks and Recreation Committee on Monday, December 5th for their discussion and possible recommendation to the City Council. I will also be presenting the impacts of turf and the impacts of the additional uses of the facility. Your feedback is **Extremely** important to me and I want to make sure you all get a voice and that the City Council understands the impact. If you could please send me your feedback (in support, in opposition, impacts, etc.) by **Monday, November 28th at Noon** it would be greatly appreciated. I can incorporate your feedback into my memo for the committee packet that will be send to them by December 1st.

Thank you all for what you do for our community, I look forward to your feedback.

Sincerely,

Jamie Polley, Parks, Recreation & Forestry Director

From: Jim Cveykus <jrcveykus@gmail.com> Mosinee Youth Baseball
Sent: Thursday, November 17, 2022 7:20 AM
To: Jamie Polley <Jamie.Polley@co.marathon.wi.us>
Cc: Robert Stephens <Robert.Stephens@co.marathon.wi.us>
Subject: [EXTERNAL] Re: Athletic Park Infield

The biggest impact to us would be wearing tennis shoes instead of metal cleats, no sugar drinks, seeds, gum on the fields. Playing wise, we have no concerns around injury or the like.

We have played on turf fields before and they have saved us when conditions are rainy. Also helps save cost on lining fields and setup prep and field maintenance.

From: Tom Magnuson <tmags33@yahoo.com>
Sent: Thursday, November 17, 2022 12:56 AM
To: Jamie Polley <Jamie.Polley@co.marathon.wi.us>
Subject: [EXTERNAL] Re: Athletic Park Infield

Hi Jamie,

I would be fully on-board for a turf infield at Athletic Park. It would give a consistent playing surface and we would be able to play games despite bad weather on many days.

Put me down as a full supporter of the proposal.

Thanks

Tom Magnuson
Wausau American Legion Baseball

From: Kurt Vanden Heuvel <kvandenheuvel@wausauschools.org>
Sent: Friday, November 18, 2022 3:05 PM
To: Jamie Polley <Jamie.Polley@co.marathon.wi.us>
Subject: [EXTERNAL] Re: Athletic Park Infield

Hey Jamie,

Wausau East and West are also looking into putting in turf in our facility infields. We would have no reservations about doing this and would support it.

Thanks for reaching out!

From: Tim Thurs <tim.thurs@gmail.com>
Sent: Friday, November 18, 2022 4:08 PM
To: Jamie Polley <Jamie.Polley@co.marathon.wi.us>
Subject: [EXTERNAL] Re: Athletic Park Infield

Adding a turf infield to Athletic Park would not change how Wausau Youth Baseball uses the park. We would still expect to play our regional league championship games as well as a few league games at Athletic because of our partnership with the Woodchucks. We feel kids appreciate playing on the field where the big guys play which is why we attempt to have all our junior league teams play at least one game at the park. In fact, I have noticed recently that the Booyah and the Dock Spiders, both of which have turf fields I believe, have run a couple May tournaments in their parks prior to the big club coming to town. I would expect to investigate that possibility as well if this project were to go forward.

Thank you for reaching out. I appreciate the opportunity to have our voices heard.

Tim Thurs
Wausau Youth Baseball

WHEN ASKED HOW SOFTBALL WOULD FIT INTO THE CURRENT SCHEDULE:

From: Mark Macdonald <mark@woodchucks.com>
Sent: Wednesday, November 16, 2022 4:20 PM
To: Jamie Polley <Jamie.Polley@co.marathon.wi.us>
Subject: Re: [EXTERNAL] Draft of Speaking Points for the Parks Meeting on 12-5.

Jamie,

This is what I see. From the date of the first American Legion game until the end of July there were 20 open dates at Athletic Park. (I'm assuming softball would be wrapped up by July 31st.) If it went longer, there would be another 4 open dates. So theoretically, softball already fits.

I also see five Saturday/Sundays when the Woodchucks were home. American Legion and Youth Baseball could have easily played in the morning on these dates. They could have even got a double header in.

From another angle. American Legion and Youth Baseball only played on 16 dates (they play a lot of double and triple headers.) So if I gave them 10 preferred dates, they would only need to find another six dates.

There is one concerning trend. American Legion only likes to play Wednesday through Saturday. That would need to change.

Something else to keep in mind. Wausau hosted the Regional Tournament last summer, which is not something they will do every year. So the use was elevated last year. It may help to check 2021.

I have a call into Tom Magnuson. I have a good relationship with him. So I'll talk it through with him.

Mark

From: Mark Macdonald <mark@woodchucks.com>

Sent: Thursday, November 17, 2022 5:14 PM

To: Jamie Polley <Jamie.Polley@co.marathon.wi.us>

Subject: [EXTERNAL] Call With Tom Magnuson. Additional information.

Jamie,

I think we are going to be fine.

Tom said he needed 8 week nights and 2 weekend dates. The schedule you showed me had 3 to 4 dates that were kicked back. It also was inflated with a Sectional Tournament that won't be there every year.

He also said he was fine with taking some Monday and Tuesday nights.

I also talked to the Northwoods League today. They plan on starting softball earlier. One week before the Woodchucks. So this should help with the overlap.



Todd DeWolfe
to Rob, me, Joe ▾

12:13 PM (1 hour ago)



Ryan,

AstroTurf does not manufacture with nor introduce PFAs or PFO's during the manufacturing process. Neither do any of our suppliers.

We cannot say if tested you won't find traces or parts per billionth or trillionth. Its environmental. Scientifically you would never try to manufacture with that small of amounts with any material.

One hard part folks are running into is what amounts to "PFAS FREE". The Ecology Center in Ann Arbor, MI stated that it should be less than 1 part per millionth.

Essentially, we don't manufacture with PFAs or PFO's. But 3rd party testing may find minute traces of parts per billionth or trillionth which we would consider environmental.

I hope this helps, let me know if you need more or want to discuss.

Regards,

Todd S.

DeWolfe

President / CEO

(248)840-8074

todd@astroturfgreatlakes.com

www.astroturf.com



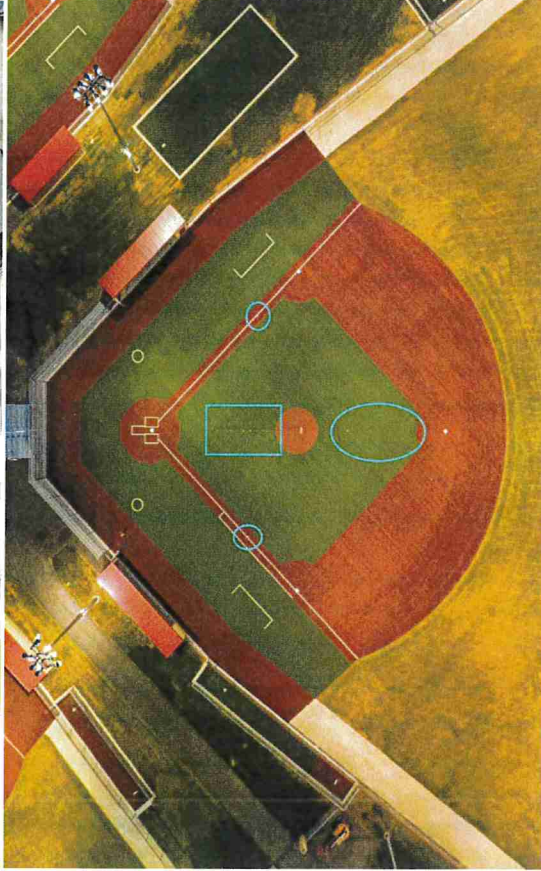
AstroTurf
Great Lakes



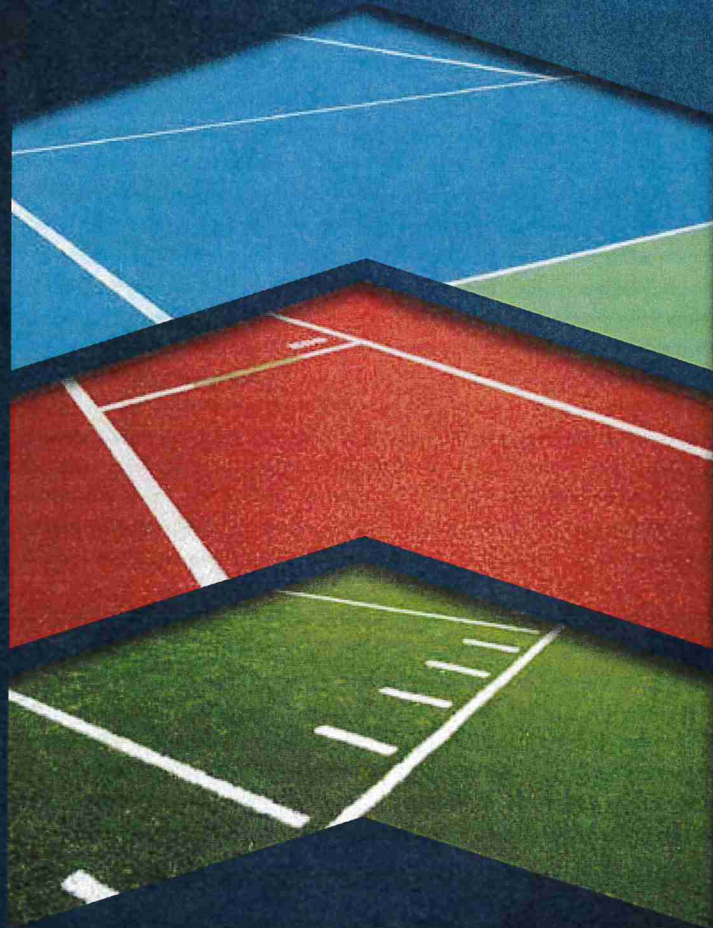
Top Left: Turfed infield only

Bottom Left: Different base/mound peg options

Right: Fully turfed field w/ striping option



OPERATION & MAINTENANCE MANUAL



AstroTurf Corporation

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FIELDS

Rekortan
TRACKS

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ASTROTURF

PART 1 - INTRODUCTION

- p.4 Maintenance and Warranty
- p.5 History

PART 2 - GENERAL GUIDELINES

- p.6 Initial Requirements
- p.6 Cleaning & Stain Removal
- p.6 General
- p.6 Litter Removal
- p.6 Stain Removal
- p.7 Usage Guidelines
- p.7 Field Markings
- p.8 Painting
- p.9 Load Limits
- p.9 Snow & Ice Removal
- p.10 Event Preparation
- p.10 Protect the Turf

PART 3 - CARE OF INFILLED FIELDS

- p.11 Recommended Equipment
- p.11-12 Sweeping & Grooming Infilled Systems
- p.13 Hot Spots
- p.13-14 Minor Repairs

PART 4 - BASEBALL

- p.15 Diamond Series Baseball & Softball Systems
- p.15 Best Practices
- p.15 Hot Spots
- p.15 Batters' Boxes
- p.16 Mounds & Synthetic Turf
- p.16-17 Grooming Protocols

PART 5 - ORGANIC

- p.18 Organic & Mineral Infilled Systems

PART 6 - FIELD HOCKEY

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PLEASE VISIT ASTROTURF.COM/OWNERSBOX TO CLAIM YOUR FIELD! INSIDE THE OWNER'S BOX, YOU'LL BE ABLE TO LOG YOUR MAINTENANCE, REQUEST PROFESSIONAL SERVICES, REQUEST REPAIRS, VIEW AND DOWNLOAD CLOSE-OUT DOCUMENTS, AND MORE.

Thank you for selecting AstroTurf® Corporation as your synthetic turf provider!

This manual will educate you on the proper care and maintenance of your new synthetic turf field so that it will remain in top-performing shape for the life of your warranty and beyond.

AstroTurf strives to manufacture the highest quality synthetic turf products in the world. However, to keep your field performing at the highest level, routine care and maintenance *must* be followed. As with any item requiring long-term, continual upkeep, maintenance logs must be used to record each occasion and type of maintenance undertaken.

Please visit:

astroturf.com/ownersbox

to claim your field!



MAINTENANCE AND WARRANTY

Your synthetic turf field comes with an AstroTurf Warranty. The Warranty itself is directly related to the maintenance performed on your field. The Warranty can be voided if your field is improperly maintained, abused, over-used, or neglected.

If you have further questions, contact AstroTurf Corporation at maintenance@astroturf.com or call Turf Help at 866-951-8873. AstroTurf Corporation employs seasoned service professionals who are ready to assist you with any problems.

The following are keys to preserving your AstroTurf System:

- ◆ Keep it clean of all foreign objects
- ◆ Control access to the field
- ◆ Keep adjacent areas free of litter, debris, mud, dirt and oil spillage
- ◆ Provide trash and litter cans adjacent to field
- ◆ Post signs prohibiting smoking and food or drinks on the field
- ◆ Repair minor damage immediately
- ◆ Observe AstroTurf® maintenance and cleaning procedures

ASTROTURF MAKES NO REPRESENTATIONS, GUARANTEES OR WARRANTIES, EXPRESSED OR IMPLIED, REGARDING THE INFORMATION CONTAINED HEREIN. THIS OWNER'S MANUAL DOES NOT CONTAIN AN EXHAUSTIVE LIST OF MAINTENANCE GUIDELINES AND IS NOT LIMITED BY AND IS SUBJECT TO THE ASTROTURF® WARRANTY PROVIDED WITH YOUR FIELD.

ASTROTURF CORPORATION DOES WARRANT THAT THE PRODUCT WILL PROVIDE A USEFUL PLAYING SURFACE FOR A PERIOD OF 8 YEARS FROM THE DATE OF SHIPMENT WITH A MAXIMUM WEIGHT LOSS OF NOT OVER 60% OF THE FACE FIBER PER SQUARE FOOT.

UCONN Baseball Storrs - Connecticut

Princeton University - Princeton, New Jersey



HISTORY

For years, synthetic turf has been described and sold as “maintenance free”. Although synthetic turf does require less maintenance than natural grass, the notion that it is “maintenance free” is wrong.

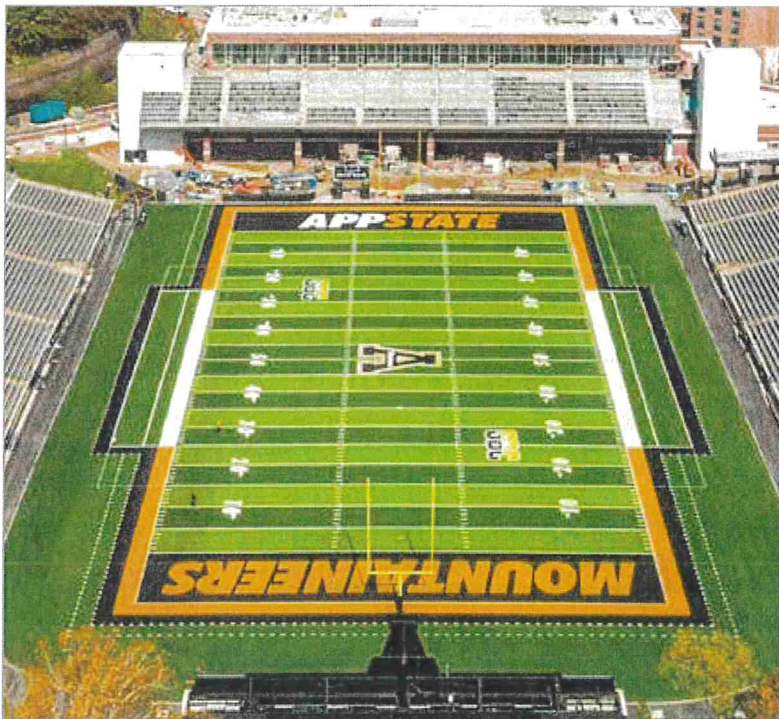
The original AstroTurf was different in construction than the taller in-filled systems today. AstroTurf then was manufactured with 100% nylon face fiber, one of the most durable textile fibers available. Second, the original AstroTurf was a knitted product as compared to the tufted products of today. Finally, because of the knitted construction of the original AstroTurf, the pile of the face fibers was much denser and shorter, like carpet. These factors reduced the need for extensive maintenance on the original synthetic turf. Sweeping and vacuuming was about the extent of maintenance required on the original AstroTurf surfaces.

Today, many synthetic turf systems are more like natural grass. Manufacturers simulate the look and feel of natural grass by using taller, grass-like fibers and fill the fiber matrix with infill like sand, rubber and/or other materials. Today's finished product requires specialized, consistent maintenance to remain uniform, predictable and high-performing, especially in terms of shock

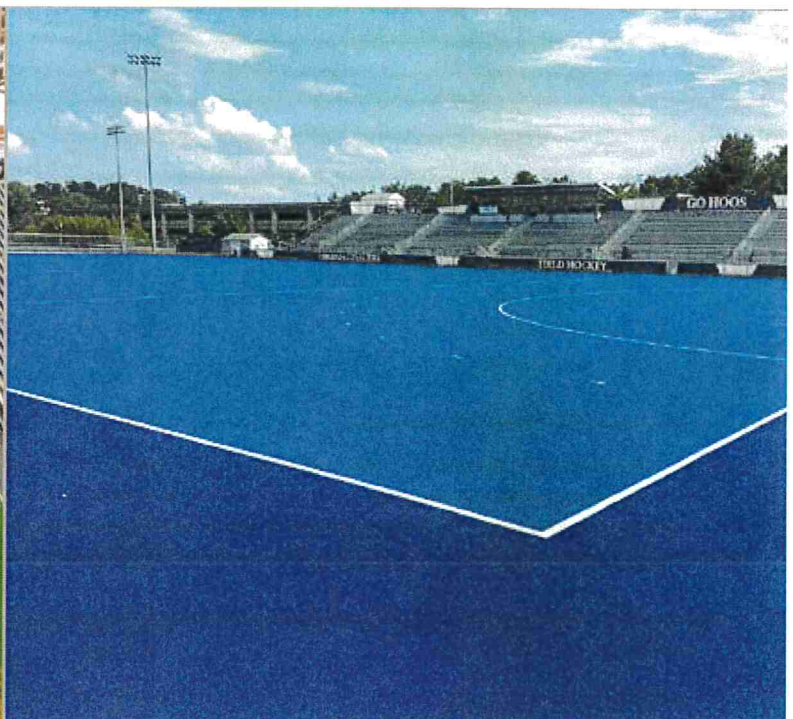
attenuation, traction and ball response. Along with these advancements in fabric design and construction, advancements in maintenance equipment technology, grooming procedures, techniques and equipment have contributed to greater durability and longevity in today's synthetic turf. The taller, softer fibers need brushing to “fluff” back up after use. The infill needs grooming and brushing to remain uniform and to minimize compaction. Usage logs should be kept to monitor high wear areas and determine special maintenance requirements. In the same way that your vehicle needs routine, documented maintenance, your synthetic turf field requires dedicated attention.

Please distribute this manual to those responsible for the day-to-day care of the turf field and see that they are thoroughly familiar with its contents. You should also review the Warranty provided with the turf system for specific prohibitions and limitations contained therein.

Appalachian State University Football – Boone, NC



University of Virginia – Charlottesville, VA



INITIAL REQUIREMENTS

After the initial installation, AstroTurf® systems require a minimum two (2) week curing and fiber stabilization period. This is the case with all synthetic turf systems. Athletic events may be held during this period, but we recommend that all heavy equipment and unnecessary vehicle traffic be kept off the field. Also, during this period, sweeping should be kept to a minimum and should never be performed during the heat of the day.

In addition, infilled systems require many weeks of use and weathering to reach optimal playing condition. This period of time not only allows a degree of fiber fibrillation in some systems, but also allows the granular fill to settle properly for ideal comfort, playability and longevity. This period of time varies, depending on local conditions, use and system specifications.

CLEANING & STAIN REMOVAL

GENERAL

Rain is your best cleanser. Rainfall gently cleans the turf fibers of dust, pollen and airborne pollutants in a way that is difficult to duplicate in any other fashion. However, you will need to remove litter and debris deposited by users and spectators at events held on the field. Good housekeeping practices will minimize these problems.

Always:

- ♦ Keep trash and litter containers on site—make sure there are enough containers to reduce receptacle overflow
- ♦ Route field access traffic in such a way as to minimize mud and dirt tracking onto the field
- ♦ Set up drinks for athletes during practice breaks off the field itself, if possible
- ♦ Enforce a smoke-free environment and discourage the use of smokeless tobacco products such as chewing tobacco
- ♦ Ban or minimize the consumption of sunflower seeds in the facility

LITTER REMOVAL

Paper, peanut shells, sunflower seeds, athletic tape, paper, etc., should and can be removed most easily with a sweeper immediately following any event.

A. Oil Spillage, etc.

Care should be taken to prevent lubricating oil, grease, transmission fluids, etc., from dripping or spilling on your turf surface during maintenance. Such spills can discolor the turf. Proper maintenance procedures should be observed in this regard. Battery acid and other fluids should not be allowed on the turf. Never change or add fluids to maintenance equipment while on the turf surface.



B. Frequency

The removal of loose debris should be performed on an as needed basis, generally about twice monthly during heavy use periods and before major events.

STAIN REMOVAL

Polyethylene fibers are among the most stain resistant fibers known to man because most stains are moisture-borne and polyethylene tends not to absorb moisture. Hence, most "stains" on AstroTurf® fields are not true stains but rather residues of foreign matter, which should be promptly and thoroughly removed.

Most "stains" on polyethylene fields can be removed with water, or soap and water. The first rule is promptness. It is much easier to clean up a fresh spill before it has time to dry and harden. Remove any solid or putty-like deposits promptly using a spatula-like tool. Blot up excess liquids with a stack of towels, cloth or paper. A water flush on spills is always recommended.

Procedure for Removing Residues and Blemishes:

A. "Water-Borne" Residues

Most "stains" commonly associated with playing fields can be classified as "water-borne" stains. These stains are best removed using a warm, mild solution of granular household detergent (non-abrasive).

Typical Water-Borne Stains

Acid, Alcohol, Alkali, Beer, Blood, Chocolate / Cocoa, Coffee, Cola, Dye, Food Coloring, Fruit Juice / Gatorade, Glue, Ice Cream, Latex Paint, Milk, Mustard, Ketchup, Tea, Urine, Water Colors.

To remove water-borne stains:

1. Brush the residue with a stiff fiber brush (not wire).
2. Scrub the area with soap and water.
3. Rinse the area thoroughly with clear water to remove all traces of soap.
4. Dry with absorbent towel, if necessary.

A three percent (3%) solution of ammonia in water may be used in lieu of household detergent for more stubborn residues or stains.



B. Persistent Oil Based Stains**Follow directions below:**

Crayon, furniture stain, lipstick, metal polish, cooking oil, rubber cleat marks, shoe polish, suntan oil, sunscreen, ballpoint pen ink.

Sponge with perchloroethylene (dry cleaning solution).
Blot with absorbent towels.

Oil paints
(do not use for field markings).

Blot immediately. Sponge with turpentine or paint remover (apply sparingly).
Re-sponge with cold water to remove detergent.

Nail polish

Sponge with acetone.

Paraffin wax

Scrape excess. Sponge with perchloroethylene (dry cleaning solution).

Tar and asphalt

Scrape excess. Sponge with perchloroethylene (dry cleaning solution).

CAUTION! Mineral Spirits, methyl-ethyl-ketone (MEK) and other petroleum-based solvents are highly flammable. Do not smoke or permit open flames near containers or near solution when in use. Be sure the area is well ventilated.

C. Animal Waste

Neutralize with mixture of white distilled vinegar in an equal amount of water. Flush thoroughly with water after application.

D. Chewing Gum

Spray with Freon and scrape to remove residue (available in aerosol packs from carpet cleaning suppliers—or use dry ice and scrape).

E. Fungus and Mold Spots

Use exterior bleach (available at home improvement stores). Mix the bleach at a 50/50 ratio with water. A one-percent solution of hydrogen peroxide in water can also be used. Sponge on. Flush thoroughly with water after application.

F. Removing Weeds

You may use Roundup. Another option is to mix one (1) gallon vinegar, two (2) cups Epsom salt, and one-fourth (1/4) cup of dish detergent. Flush with water.

CAUTION! Do not use high-pressure water spray with stream force in excess of 300 psi as this can severely damage the turf.

Contact: ASTROTURF CORPORATION TURF HELP at 866-951-8873 or maintenance@astroturf.com for assistance in removing stubborn stains.

USAGE GUIDELINES**GENERAL**

The AstroTurf® Warranty and all specifications list “designated uses” for the turf installation. While these lists are not comprehensive, they give a good indication of the components we have selected to incorporate in our turf systems. This list should be consulted to set up your guidelines for the field's use.

FIELD MARKINGS

Infilled turf retains paint for markings relatively well and we recommend painted in-filled fields when you do not have lines already tufted into your system.

The key point to remember is that paint should be applied lightly and evenly to reduce the likelihood of paint buildup. Light applications give good aesthetics, adequate life and are less abrasive than heavy layers of paint. If paint is applied incorrectly in excessive amounts it can create an abrasive and much harder surface.



Dry cleaning fluid



Litter Removal



Water-Borne Spill



Mix Soap and Water



Scrub the Residue and Rinse



Graco Sprayer

Contact ASTROTURF CORPORATION TURF HELP at 866-951-8873 or maintenance@astroturf.com for assistance in choosing paint for field markings.

Painting

For best results, apply paint to a dry, clean surface. The turf must be grease-free. Any old, degraded paint and dirt must be removed from the turf to be painted for the best appearance and resistance to foot traffic.

Initially, AstroTurf® fields will retain paint less easily because the fibers are coated with a finishing solution during the manufacturing process. As time progresses, AstroTurf® fields will hold paint better because the coating washes off the turf fibers. This finishing solution may give the fiber a slick or slippery feel when first installed, however this will naturally dissipate in a short time.

Permanent Paints

Remember that no paint is truly "permanent". Paint application on a new field should last about two weeks. (You may need 2-3 separate applications to complete the first season).

During the second season and beyond, one application often suffices for a full season. However, fields and environmental factors differ, so two applications may still be required to achieve the desired level of visibility.

Painting Procedures

The following procedures refer to the application of the products noted on the preceding page.

General Rules

1. Apply the paint on a clean, dry field.
2. Apply with conventional striping methods, including air or airless spray equipment and wheel transfer line marker, at temperatures between 45°F (7°C) and 95°F (35°C). Tip size of 317 or 319 are recommended for 4" lines.
3. The field should be as clean as possible.
4. Thickness of the paint on the turf is important. Very thick layers should be avoided. Some paint manufacturers offer formulations that require dilution; others do not. Consult the manufacturer of your specific paint.

5. Curing time is crucial. Allow a minimum cure time of 48 hours after striping before field is put into service.
6. Be sure to cross reference any instructions that accompany the specific product you select with the instructions in this manual. Contact ASTROTURF CORPORATION TURF HELP at 866-951-8873 or maintenance@astroturf.com for clarification prior to applying paint to your field.

Field Striping and Painting

AstroTurf technicians should be engaged to lay out and stripe the field initially. Generally, this service can be worked into the contract with the owner paying only for materials and labor if desired.

1. Remove excess paint existing on field.
2. Test application procedure before going on the field. (Use a scrap of turf nailed to asphalt or plywood.)
3. Use no more paint than is absolutely necessary.
4. Keep on hand and readily available an 8% solution of ammonia to clean up spills before they solidify.
5. Paint should be applied lightly to the tips of the grass blades—not the entire length of every blade. Applying the paint too heavily makes for a very rough, abrasive surface and will make the removal job very difficult (if removable paint).
6. While working with an airless system, use a .015" orifice tip with a 10" wide fan. The manufacturer's recommended equipment has shown that with a 26:1 ratio airless pump, a supply pressure of approximately 40 psi should be used. Plan the work ahead and mix no more paint than necessary because of its fast-drying times. With an airless spray system, coverages of no less than 180 square feet per gallon should suffice. Paint applied may also affect ball roll and bounce as well as footing.
7. When painting stripes, utilize two pieces of plywood or aluminum flashing 4" apart to mask the turf and ensure clean lines.
8. For logos and other decorations, always use a guide, template, or straight edge. Do not lay out emblems whose design encourages double coverage. (For example, for red letters with a white border, do not paint a solid white letter then paint a smaller red letter on top. Instead, paint the red letter and then add a narrow white border. Double coverages are unnecessary and difficult to remove).

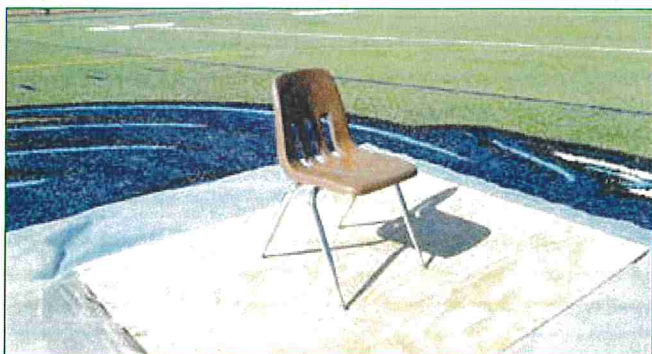
ASTROTURF CORPORATION does not recommend painting fields with brushes or rollers.



ECO Templine

LOAD LIMITS

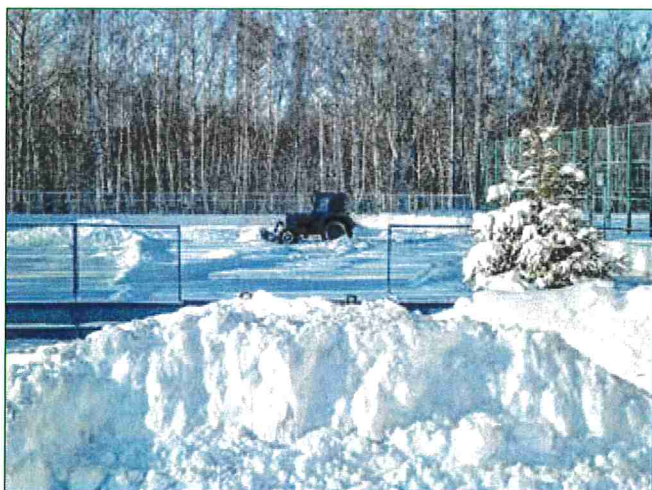
ASTROTURF CORPORATION RECOMMENDS THAT NO LONG-TERM STATIC LOAD OF MORE THAN 2 PSI (432 LBS. /SQ.FT.), NOR ANY TRANSIENT OR DYNAMIC LOAD OF MORE THAN 35 PSI BE ALLOWED ON THE SURFACE. NOTE: THE LOADING OF A PNEUMATIC-TIRED VEHICLE IS APPROXIMATELY EQUAL TO THE AIR PRESSURE IN ITS TIRES.



Spread Static Loads with Polyethylene Sheets and Plywood

It is good practice to eliminate any unnecessary long-term parking and loading and to keep the loads as small and brief as possible. Remember that chairs and high heels create high psi levels on the turf so even non-athletic events such as convocations and prayer assemblies can put the turf system at risk. Sheets of 3/4" thick plywood, exterior grade, are ideal to spread loads. Cover the turf with plastic prior to placing the load spreaders to keep the turf clean, because some kinds of plywood contain fillers that can leach out and discolor or damage the turf. The turf must be fully protected for concerts, truck pulls and other extreme events. A call should be made to AstroTurf prior to scheduling any such event.

SNOW AND ICE REMOVAL



Removing Snow

SNOW AND ICE ARE NOT HARMFUL TO AstroTurf® products and generally should be left to melt and drain off the system without assistance. At times, however, it is necessary to remove snow or ice to make the field playable for a scheduled event.

The working principle of removing snow is to do so as near to game time as possible. This reduces the likelihood of new snow buildup and will reduce the risks of ice from cold winds whipping across a damp, newly cleared surface. Because ice removal is more difficult, the prevention of ice buildup is important.

Snow Removal Using a PVC-Covered Snow Plow

Wet, sticky snow is more easily removed if pushed off the field using a snowplow covered with a half-round PVC pipe, secured to the blade with straps. Extreme care must be taken to avoid digging any blade into the surface! Even rubber-tipped snowplows may dig in. The PVC-covered blade may be mounted on a light tractor. The best blade configuration is one that sets the blade above the surface. This results in the blade "kissing" the surface and rolling the snow ahead of the blade. The snow itself will maintain contact with the surface. Avoid creating large snow piles. Leave 1/2" of snow on the field to melt on its own if at all possible.

Wood, metal or other rigid surface blades should not be allowed.



Snow Removal with PVC-Covered Snow Plow

If using a snow plow:

- ◆ Cover blade with PVC pipe.
- ◆ Remove the snow in layers.
- ◆ Adjust the blade to proper height taking care that it does not make contact with the surface.
- ◆ Push the snow into small piles. Large piles should be avoided, as tires can burn up the turf by spinning when pushing a large pile.
- ◆ Scoop the snow into trucks using small front end loaders, preferably off the turf surface
- ◆ 1/2" of snow should be left to melt away on its own if at all possible.
- ◆ Break up any ice using a small weighted lawn roller and then proceed with procedure above.

NOTE: Use only pneumatic tires on equipment used in the removal of snow and ice. Lugs, chains and studs are damaging to the surface and should never be used on the field. Do not park equipment on the field overnight or for extended periods of time as this can damage the system. (Note that the equipment should not create dynamic loads that exceed 35 psi or static loads that exceed 2 psi.) If the turf begins to stretch more with this process, discontinue the procedure.

AVOID USING A TARP ON THE FIELD DURING FREEZING WEATHER. TARPS CAN FREEZE TO THE TURF BY MEANS OF CONDENSATION AND THUS CAN BE VERY DIFFICULT TO REMOVE FOR A SCHEDULED EVENT.

Ice Prevention

ZCAP (Zeolite clinoptilolite) is used on outdoor fields to prevent the field from freezing. Contact AstroTurf AfterCare at maintenance@astroturf.com or 866-951-8873 for application rates and methods specific to your field.

Ice Removal

As mentioned above, in some cases it may be necessary to route a lightly weighted lawn roller over the field to break up ice. The broken ice can then be swept off the field. Generally, if the sun is out and the ice or frost is not excessive, it tends to melt rapidly, especially if players use the field. In the event of excessive ice, there are two options - adding Zeolite or Urea. Remember that any chemical placed on the field will result in residue, which may leave the field sticky or slippery. Flush the residue off the field as soon as weather permits.

Urea

If the surface is heavily frosted or iced over, broadcast pile, fertilizer-grade urea at a rate of approximately 100 lbs. per 3,000 square feet. (The amount required will vary according to the thickness of the ice and the ambient temperature, but this amount is a good rule of thumb). After spreading, the urea should remain in place for at least 1/2 hour to melt the ice. It should then be removed from the field with a water removal machine, squeegee, sweeper or other suitable apparatus. Urea will be less effective at 10°F (-12°C) and will not melt ice at 0°F (-18°C). A thin residue of the urea will remain on the field and should be washed off as soon as weather permits.

CAUTION! Urea may be mildly irritating to eyes. If it gets into a player's eye, immediately flush with large amounts of water.

DO NOT USE COMMON SALT, ROCK SALT, CALCIUM CHLORIDE, AMMONIUM NITRATE OR OTHER CORROSIVE TOXIC CHEMICALS TO MELT ICE ON ASTROTURF® SURFACES. THEIR PRESENCE CAN BE HARMFUL TO PLAYERS AND PERSONNEL AND CAN DAMAGE EQUIPMENT AND THE TURF ITSELF.

EVENT PREPARATION

AstroTurf® fields are designed to be multi-purpose; and as such, they host numerous non-athletic events such as graduation exercises, assemblies, convocations, shows, concerts, circuses, etc.

Generally, two areas of concern should be recognized:

1. These events can create loads on the turf that exceed the surface load limit set forth in the Warranty and in the load limits outlined in this Manual.
2. Large crowds and acts on the turf generally fall outside the "designated uses" for the system and damage of the turf can occur unless it is fully protected.

PROTECT THE TURF**1. Ban Open Flames!**

No such acts should be allowed on the turf for obvious reasons.

2. Clean Up Immediately!

Animal waste should be removed and the area flushed thoroughly. The field should be inspected for damage so that small problems do not become major repair cases.

3. Ban Smoking!

Cigarettes cannot ignite the turf but they can damage the turf. If large crowds are expected, a cigarette ban should be enforced. However, in these cases, even if heavy loads will not be present on the turf, the turf should be covered.

Prohibited Activities to Help Protect Your Turf

- ♦ Storage of materials such as drums, lumber, equipment, etc.
- ♦ Unnecessary vehicular traffic
- ♦ Golf, shot put, javelin or discus throwing, and the use of long spike track shoes associated with cinder tracks
- ♦ Open flames, fireworks, welding, etc.
- ♦ Use of wire brushes, unless specified in the repair instructions found in this manual
- ♦ Heavy loads exceeding 2 psi (static) or 35 psi (dynamic)
- ♦ Use of cleaning equipment, methods or materials not authorized (if in doubt, CALL FIRST).
- ♦ High pressure water sprays exceeding 300 psi
- ♦ Vehicles with non-pneumatic tires
- ♦ NO Fireworks

As always, should you have any event or situation in question, do not hesitate to call ASTROTURF CORPORATION TURF HELP toll-free at 866-951-8873 or email maintenance@astroturf.com for suggestions on ways to minimize the risk of damage to the turf.

IN THE CASE OF ALL NON-DESIGNATED USES FOR ASTROTURF® SYSTEMS, THE OWNER SHOULD BE AWARE THAT DAMAGE TO THE TURF OR PAD IS NOT COVERED BY THE WARRANTY.



APPROVED & RECOMMENDED MAINTENANCE EQUIPMENT

NOTE: This section applies only to fields with infill. Non-filled fields should refer to Part VI.

Most fields bought today include infill particles embedded within a 1.25" – 2.0" tall fiber matrix. These fields offer distinct benefits, including a non-abrasive surface and an earth-like feel underfoot. And while they demand significantly less maintenance than natural grass fields, they do still require dedicated maintenance to remain safe, uniform and playable for as long as possible. This section deals with the equipment, sweeping and grooming required to maintain infilled fields.

AstroTurf Corporation has partnered with SMG, the world's leading provider of synthetic turf maintenance equipment, to develop equipment specifically for AstroTurf clients.

SWEEPING & GROOMING INFILLED SYSTEMS

Regular and consistent use of the maintenance equipment issued with your field is the key to keeping the field in the best condition. Improper maintenance methods and/or equipment, abuse, over-usage in excess of 3,000 hours per year, and/or neglect may void your warranty. Excessive use, especially if combined with insufficient and/or undocumented maintenance practices, may void the warranty.

PLEASE VISIT ASTROTURF.COM/OWNERSBOX TO CLAIM YOUR FIELD. INSIDE THE OWNER'S BOX, YOU'LL BE ABLE TO LOG YOUR MAINTENANCE, REQUEST PROFESSIONAL SERVICES, REQUEST REPAIRS, VIEW AND DOWNLOAD CLOSE-OUT DOCUMENTS, AND MORE.

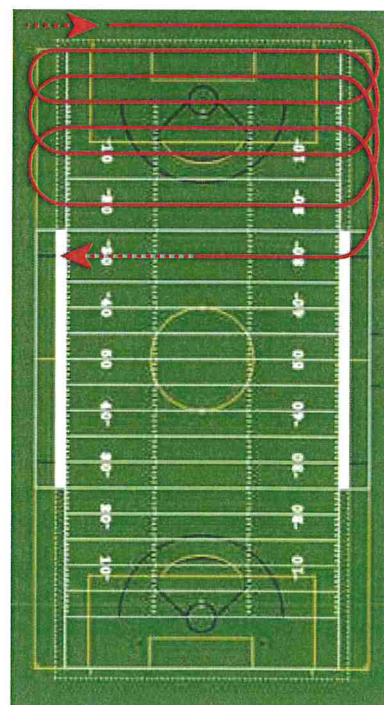
Usage Dictates Maintenance Requirements:

Sweeping and Grooming frequency is dictated by the amount of use a field receives. Heavily used fields require more maintenance. Use this chart to guide how frequently you sweep and groom. For heavy and extreme usage, it is highly recommended that you contact AstroTurf to arrange periodic professional maintenance services (see Part VIII for more information).

Maintenance Frequency Chart	Light Use	Moderate Use	Heavy Use	Extreme Use
Hours Used Per Year	<750	750-1500	1500-2000	2000-3000
Hours Used Per Day	<2	2-4	4-5	5-8
Sweep	As needed	Weekly	Weekly	Weekly
Groom	Prior to events, as needed	Monthly	1-2 times per month	2 times per month
Professional Cleaning	1-2 times during the life of the warranty	Once per year	1-2 times per year	2 times per year



Palastine TX



Sweeping and Grooming Pattern

SWEEPING

All fields should be swept as needed. Sweeping is the process of using approved maintenance equipment to remove debris from the field. This includes trash, leaves, sunflower seeds and other small bits of litter. A magnet can be attached to collect ferrous materials like cleats, hairpins, etc.

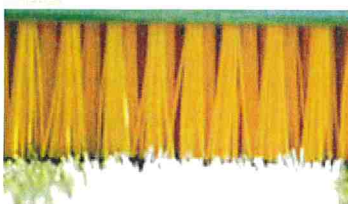
Equipment:

AstroTurf recommends use of the TCA1400 or TurfScout for sweeping the field of debris.

Method:

An AstroTurf representative will provide an in-person training session to instruct you how to use each piece of maintenance equipment. When sweeping, the brushes of the maintenance equipment should be set at a height that barely clips the infill (for filled fields). Sweeping should be done when the field is dry.

1. Attach the sweeper to a motorized maintenance vehicle (e.g., Gator).
2. **Adjust the bristles so that they barely clip the infill layer.**
3. Start at one corner of the field and drive toward the other end of the field (drive sideline to sideline).
4. Make a wide turn near the limits of the turf, and turn again at the Goal Line to travel back to the side of the field where you began. (Use an equivalent distance on fields without American football lines).
5. Turn right again to travel along the sideline until you reach the inside edge of your initial pass.
6. Turn right again and travel to the opposite side of the field. Make another wide turn, this time turning back along the 10 Yard Line.
7. Continue with these wide, overlapping circles until you cover the entire field.
8. Empty the debris collector as needed.



Sweeping barely clips the top of the infill

GROOMING

Your field must be groomed regularly. The importance of grooming cannot be overstated. Grooming is the maintenance practice that "fluffs" the fibers and evenly distributes the infill to restore a uniform level.



Grooming penetrates the infill by no more than 1/4".

Equipment:

AstroTurf recommends use of the TurfCare TCA1400, the Triangle Brush, or the TurfTuner. Consult AstroTurf before using other maintenance equipment. Do NOT use any equipment with metal bristles.

Method:

An AstroTurf representative will provide an in-person training session to instruct you how to use each piece of maintenance equipment.

1. Attach the groomer to a motorized maintenance vehicle (e.g., Gator).
2. **Adjust the bristles so that they penetrate the infill level by no more than 1/4". Setting the groomer too deep can cause undue damage to the fiber. If you are unsure how deep to set your groomer, do not proceed. Contact AstroTurf Corporation for help.**
3. Start at one corner of the field and drive toward the other end of the field (drive sideline to sideline).
4. Make a wide turn near the limits of the turf, and turn again at the Goal Line to travel back to the side of the field where you began. (Use an equivalent distance on fields without American football lines).
5. Turn right again to travel along the sideline until you reach the inside edge of your initial pass.
6. Turn right again and travel to the opposite side of the field. Make another wide turn, this time turning back along the 10 Yard Line.
7. Continue with these wide, overlapping circles until you cover the entire field.

TINES AND INFILL DECOMPACTION:

Tines are sometimes used to loosen an infill matrix that has become overly compacted and hard. Regular grooming should prevent infill compaction. Heavy use of tines can damage the fibers of the field.

Therefore, AstroTurf recommends that tining be performed sparingly by professional, approved turf maintenance crews only.

If you have concerns about infill compaction, please contact us to inspect your field and advise as to next steps if required. (Note: Some organic infill selections may require more tining than resilient/SBR infill. Refer to Part V for more information).



Work infill in with a rake



Add Infill

HOT SPOTS

Infill moves with play and weather, getting kicked out from high use areas to less frequently used areas. Because most AstroTurf fields utilize infill particles to provide shock absorption during play, it is critical for players' safety to maintain a level, adequately filled turf matrix that is uniform in depth throughout the field. A uniform infill layer will also directly impact the lifespan of the field. (Fields that have uneven infill levels experience higher UV exposure in high wear areas, which leads to premature wear and degradation).

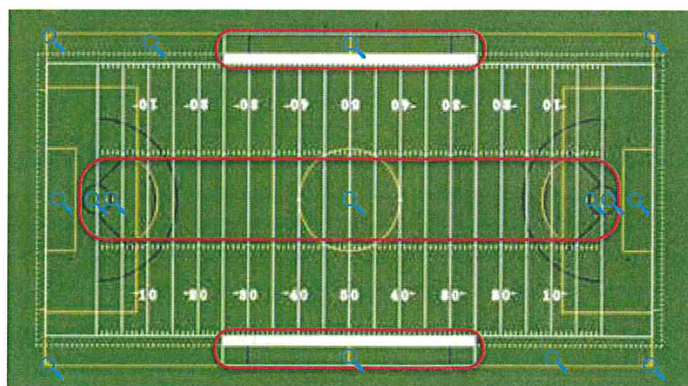
Special attention must be paid to high use areas such as:

- ♦ Goal mouths
- ♦ Teams' areas
- ♦ Corner kick areas
- ♦ Extra point areas
- ♦ Area between the hashes on a football field
- ♦ 8 meter fan in women's lacrosse

You should periodically inspect these areas for fill displacement/thickness and make suitable corrections. High use areas with low spots of displaced infill can be remediated by carrying out the routine maintenance procedures described in this Section. In some instances, however, additional infill rubber may need to be added to low spots. If you discover fill displacement in any area, add additional infill to the low spot from your Attic Stock.

Apply several thin layers of infill to the area and brush each layer into the fibers with a rake, stiff street broom, or small hand-held fiber scrub brush (such as is used to hand scrub floors). Brush against the grain of the turf.

By diligently monitoring the hot spots, you may discover that the entire field need not be groomed at every maintenance session. Sometimes only the end zones, midfield and lacrosse creases need hand work. As with any area in question, please use the contact information provided herein to call AstroTurf's Customer Service Department so any questions can be answered and/or proper assistance can be provided.



Hot Spots to Watch

MINOR REPAIRS

Because most AstroTurf® fields are used heavily in the fall and winter months, a good maintenance practice is to thoroughly inspect the field in early spring and make repairs to the surface in the spring. If a service visit must be scheduled, we ask that such a request be made as soon as possible in the spring so that the visit may coincide with a scheduled service trip to other fields in your area or in conjunction with the installation of a new field in your area.

All seams should be inspected carefully for looseness. All panels of turf should be inspected for damage (rips, tears, burns, etc.). Make a sketch of the field and note on the sketch each area that needs attention.

Whether performed by ASTROTURF CORPORATION or by the Owner, all repairs must be made in warm, dry weather. Gluing seams and filling the turf should not take place if the field is wet or even damp.

"Minor" vs. "Major" Repairs



Minor repairs



Major repairs required - call AstroTurf for help

Experience has taught us that most field repairs are minor in nature. However, minor problems can become major problems quickly if not corrected. Small loose spots on glued seams extending a few inches to a foot or two are possible with these systems and are not unusual or cause for great concern; these small areas can generally be repaired by the Owner's maintenance staff.

Cuts, rips and tears in the surface that do not exceed six inches in length do not generally require a special trip by our service staff and can also be easily repaired by the Owner. These problems should be regarded as minor unless allowed to grow.

Seam Repairs

Your AstroTurf field is supplied with an AstroFusion Pro Repair Kit for minor seam repairs.

Your kit contains:

- ♦ Five (5) 100ml ProPak Pouches for small repairs
- ♦ Two (2) 600ml Cartridges and Static Mix Tubes for small-medium repairs

AstroFusion PRO SR is a temperature sensitive industrial adhesive. Work time is directly dependent on the temperature of the material before mixing. Gel time and cure time is directly dependent on ambient temperature and the substrate temperature.

Usable work time is between 1 min 30 sec to 2 min 30 sec at 70°F to 80°F. If exposed to temperatures over 90°F the open time will decrease to less than 30 seconds. Below 60°F the material becomes thicker and will be difficult to mix, working time will increase and the total cure time may lengthen considerably.

Store AstroFusion PRO SR in a temperature-controlled environment of 70°F to 80°F for best results. Consult your technical representative for further information and also refer to the AstroFusion PRO SR Technical Data Bulletin and Safety Data Sheet for further information.

Follow these instructions to repair small to medium-sized seam openings or loose inlay areas with the Static Mix Tube and Cartridge:

1. Clean/Dry repair area. Remove as much infill as possible. Be sure fabrics to be glued are free from loose rubber, dirt, old adhesive and other foreign matter, and are dry.
2. Install AstroFusion Pro cartridge into dispensing gun.
3. Remove plug from tip of AstroFusion Pro Cartridge.
4. Install static mix tube onto AstroFusion Pro Cartridge.
5. Squeeze handle slowly to begin dispensing adhesive, making sure both tubes dispense evenly.
6. Dispense promptly and evenly, in a zig zag manner, maintaining a roughly 1/4" bead width.
7. Reaffix displaced material, taking care not to trap fibers.
8. Apply firm, even pressure to ensure proper adhesion.
9. Replace the infill, being sure to work it into the area and creating an even level.

OTHER TYPICAL REPAIRS

Cigarette Burns

Cigarettes should be banned from being on or around the turf. However, in the event that a cigarette burn occurs, generally, a cigarette will fuse the tips of the fibers. A hard spot, comprised of fused fibers, will result. Use a metal brush (such as is used to remove paint) and brush the spot vigorously to separate fibers. If brushing the turf does not break the fibers apart, take a razor knife and cut the fused area into smaller sections and then brush again.

ANY DAMAGE TO THE TURF SYSTEM, UNDUE LOSS OF RUBBER, VANDALIZED AREAS OR DISCOLORATIONS SHOULD BE REPORTED IMMEDIATELY TO ASTROTURF CORPORATION TURF HELP AT 866-951-8873 OR BY EMAIL AT MAINTENANCE@ASTROTURF.COM.



Remove infill



Install static mix tube



Apply adhesive with 1/4" bead width



Reaffix turf, hold, and replace infill

Approved Maintenance Providers:

AstroTurf fields must be maintained by Owners using the procedures and equipment detailed herein. Upon completion of the initial installation of an AstroTurf field, AstroTurf technicians will train those who are to maintain the field. In particular, training will focus on the proper methods and equipment to groom and sweep a synthetic field, as these are the most important functions to keep the field in good condition.

In addition, AstroTurf highly recommends that Owners purchase one of AstroTurf's Maintain the Game packages for annual or bi-annual professional care and deep cleaning. The benefits of deep grooming and cleaning with specialized equipment are appreciable. The Maintain the Game programs are performed by certified crews trained in the latest methods of field deep cleaning.

Any maintenance program performed by non-approved maintenance providers without the prior approval of AstroTurf may void the AstroTurf warranty.

IF YOU HAVE FURTHER QUESTIONS, CONTACT ASTROTURF AT MAINTENANCE@ASTROTURF.COM OR CALL TURF HELP AT 866-951-8873. ASTROTURF CORPORATION EMPLOYS SEASONED SERVICE PROFESSIONALS TO ASSIST YOU WITH ANY PROBLEMS.



AstroTurf's Maintain the Game Service Packages use sophisticated equipment to ensure fields perform longer.

DIAMOND SERIES BASEBALL / SOFTBALL SYSTEMS

AstroTurf Diamond Series synthetic turf systems have earned a high reputation for natural playability in the baseball and softball worlds.

To keep your field in top condition for as long as possible, we recommend that you refer to Part III (Care of Infilled Fields). This section supplements Part III, with instructions designed to help you combat the unique wear and tear exerted on baseball and softball fields.

BEST PRACTICES FOR BASEBALL AND SOFTBALL FIELDS

- ♦ A hitting mat should be used in the batters' and catcher's boxes during batting practice and all non-game/scrimmage situations.
- ♦ Protective matting should be used in the catcher's area of bull pens.
- ♦ A pitching platform should be used by the pitcher during batting practice.
- ♦ Protective matting is to be used by fungo hitters.
- ♦ You should mandate plastic or molded spikes during summer showcase tournaments.
- ♦ Rotate and flip the batters' boxes frequently to spread use. (See below for further information).
- ♦ **The infill level in each batter's box, particularly where the back foot is planted, should be checked after every game and infill should be redistributed or added from Attic Stock.**
- ♦ **The infill level around First Base, particularly where the first baseman plants the right foot while holding a runner, should be checked after every game and infill should be redistributed or added.**
- ♦ If you have a natural clay mound or infield, special attention should be paid to preventing buildup of clay in the surrounding turf.

HOT SPOTS TO WATCH

Refer to the diagrams to the right for a survey of the most common "high wear areas" of baseball and softball fields. These areas experience the most use, which leads to infill displacement and excessive mechanical wear imparted to the fiber. The most important thing you can do to maximize your field's lifespan and maintain its performance over time is ensure that you maintain adequate infill levels in these areas. Without adequate infill levels you will see exponential degradation, as the fibers receive higher UV and cleat exposure.

Check these areas after every game and either redistribute infill or replace infill from your Attic Stock supply of 14-30 rubber. Use a Grandi Brush (available on Amazon or through big box retailers) to work infill into the turf.

BATTERS' BOXES DIY REPLACEMENT INSTRUCTIONS

Your field comes with eight sets of pre-assembled batters' and catcher's boxes. Rotate and flip the batters' boxes frequently to spread use. As soon as you start to see a larger degree of wear appear in the right-handed batter's box, move it to the left-handed batter's box and rotate it 180°.

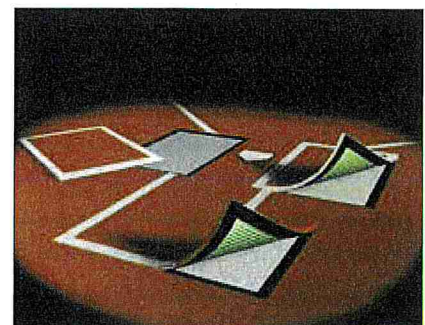
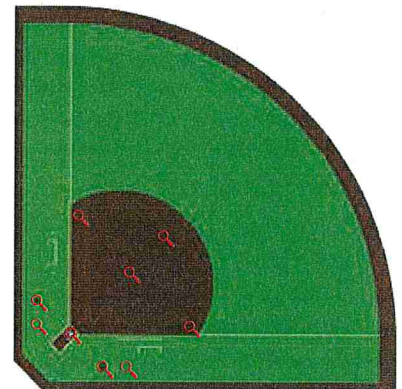
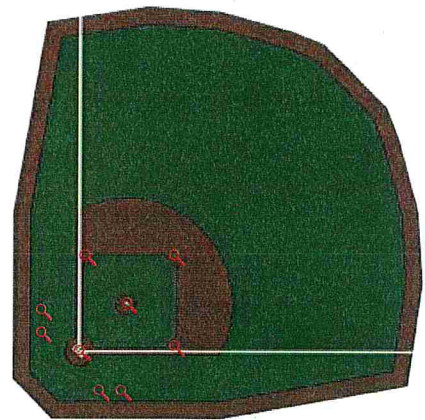
Move the left-handed batter's box to the right-handed area and rotate it 180° as well. Repeat this process until the batters' and catcher's boxes need to be replaced with a new set. This process will help to slow the degradation of these high-wear areas.

When replacing a batter's box or catcher's box:

1. Vacuum the infill as much as possible from the turf. Pull the corner of the box up to separate the hook-and-loop seam.
2. Peel the box out.
3. Fully vacuum the hook-and-loop seam. Any infill particles or debris that remain will compromise the integrity of the hook-and-loop seam once the new box is reinstalled.
4. Replace with new box.
5. Replace infill with your Attic Stock supply of 14-30 rubber.



DIAMOND SERIES



Removable panels



Clay mound that has not been maintained.

MOUNDS AND SYNTHETIC TURF

Clay Mounds:

Special attention should be paid to clay mounds on a synthetic turf field. Be sure to prevent buildup of clay in the turf surrounding the mound. This will require daily attention. Cover the mound with a tarp as needed. To remove clay from the turf:

1. Vacuum the clay from the turf.
2. A stiff bristled brush can be used to clean the turf.
Do not use a power-washer.
3. Replace rubber infill from Attic Stock.

Synthetic Mounds:

Your field comes with eight replacement sections for your mound, preassembled with hook-and-loop seam. Be sure to maintain adequate infill levels, especially in the push-off and landing areas. When it is time to replace the turf on the mound:

1. Vacuum the infill as much as possible from the turf.
2. Pull the corner of the turf up to separate the hook-and-loop seam.
3. Peel the turf out.
4. Fully vacuum the hook-and-loop seam. Any infill particles or debris that remain will compromise the integrity of the hook-and-loop seam once the new box is reinstalled.
5. Replace with new turf.
6. Replace infill with your Attic Stock supply of 14-30 rubber.

GROOMING PROTOCOLS

Please refer to Part III for general grooming information. This section of your manual provides maintenance guidelines specific to the unique needs of baseball and softball fields.

BASEBALL FIELD GROOMING

Settings and Methods:

On baseball fields, the turf areas that replicate grass areas have different pile heights than those areas that replicate clay. Therefore, you should groom the grass areas at one time, and then change the setting of the groomer to accommodate the clay area. The tips of the bristles should penetrate the infill by no more than 1/8" to 1/4". **Setting the groomer too deep can cause undue damage to the fibers.** If you are unsure how deep to set your groomer, do not proceed.

CONTACT ASTROTURF CORPORATION FOR HELP. ALSO, DO NOT MAKE TIGHT TURNS WHILE GROOMING, AS THAT MAY CAUSE WRINKLES IN THE TURF (ESPECIALLY IF THE GROOMER IS SET TOO LOW).

Grooming Patterns:

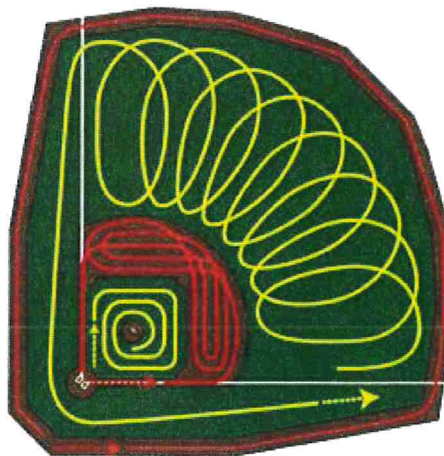
Vary the grooming patterns each time you maintain the field. This will help to brush the fibers in different directions to help them stand upright over time. For example, if you begin your first grooming session on the first baseline, you should begin along the third base line during the second grooming.

1. Begin with the clay areas:

- a. Start on the first baseline outside of the home plate circle and move toward the infield skinned area.
- b. Drag the groomer in a "Figure 8" pattern over the arc of the infield skinned area from first base to third base. Use enough passes to provide coverage to the entire area.
- c. Drag the groomer back along the third baseline toward Home, stopping at the home plate circle. Do not use your professional grooming equipment in the home plate circle. (Instead, use only a stiff bristled brush to maintain infill levels in this area).
- d. Drive one direction around the entire warning track.

2. Groom the grass areas:

- a. *Outfield:*
 - i. Start the outfield just off of first base. Move outward along the foul line toward the warning track.
 - ii. Make a wide turn (about 10 yards) and head back toward the infield.
 - iii. Just before the infield, make another wide turn back toward the right field foul line and continue back toward the outfield fence one groomer's width out.
 - iv. Continue these wide overlapping circles across the entire outfield.
- b. *Infield Grass:*
 - i. Begin just above the home plate circle and make concentric circles spiraling inward toward the Pitcher's Mound, passing the groomer over the next ungroomed swath during each turn. Driving quickly, making sharp turns, or setting the groomer too low can damage the turf's seams.
- c. *Foul Territories:*
 - i. Make passes through the foul territory.



SOFTBALL FIELD GROOMING

Settings and Methods:

On softball fields, the turf areas that replicate grass areas have different pile heights than those areas that replicate clay. Therefore, you should groom the infield at one time, and then change the setting of the groomer to accommodate the outfield and foul areas. The tips of the bristles should penetrate the infill by no more than 1/8" to 1/4". **Setting the groomer too deep can cause undue damage to the fibers.** If you are unsure how deep to set your groomer, do not proceed. Contact AstroTurf Corporation for help. Also, do not make tight turns while grooming, as that may cause wrinkles in the turf (especially if the groomer is set too low).

If you have a traditional clay infield, you should maintain that in the traditional manner. Be sure to monitor the edge of the outfield turf to prevent clay buildup in this area. It can be very difficult to clean the clay out of the turf if allowed to build up.

TO CLEAN CLAY OUT OF THE TURF:

1. Vacuum the clay from the turf.
2. A stiff bristled brush can be used to clean the turf.
Do not use a power-washer.
3. Replace rubber infill from Attic Stock.

Grooming Patterns:

Vary the grooming patterns each time you maintain the field. This will help to brush the fibers in different directions to help them stand upright over time. For example, if you use clockwise circles on the infield during your first grooming session, you should make counterclockwise circles during the second grooming.

1. Begin with the infield:

- a. Set groomer depth to penetrate no more than 1/8" - 1/4" into the infill layer. Begin just above the Home Plate Area and make concentric circles, spiraling inward toward the Pitching Circle, passing the groomer over the next ungroomed swath during each turn. Driving quickly, making sharp turns, or setting the groomer too low can damage the turf's seams.
- b. Stop when you reach the Pitching Circle. Do not use professional grooming equipment on the Pitching Circle.
- c. Drive one direction around the entire warning track.

2. Groom the grass areas:

- a. *Outfield:*
 - i. Start the outfield just off of first base. Move outward along the foul line toward the warning track.
 - ii. Make a wide turn (about 10 yards) and head back toward the infield.
 - iii. Just before the infield, make another wide turn back toward the right field foul line and continue back toward the outfield fence one groomer's width out.
 - iv. Continue these wide overlapping circles across the entire outfield.
- b. *Foul Territories:*
 - i. Make passes through the foul territory.



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colby softball



glennville

ORGANIC / MINERAL INFILLED SURFACES



Organic infill

Mendota High School - Mendota, CA

Water reel

Van Nuys Sherman Oaks Park - LA, CA

In recent years organic and mineral infill particles have gained popularity. Options include coconut/cork materials and ZChill zeolite infill. These infill systems often provide a more natural feel underfoot and reduced temperatures due to water evaporation.

These materials do require specialized maintenance techniques in order to keep them in good, playable condition for the life of the warranty. This chapter will outline special requirements for natural (organic and mineral) filled surfaces, over and above the standard practices outlined in Part III (Care of Infilled Fields). If you fail to perform adequate maintenance, you may void your warranty.

ORGANIC INFILLED FIELDS
(COCONUT/CORK BLEND)

Any field infilled with organic materials like cork, coconut or a blend thereof, will require top-offs, watering and decompaction.

Top-offs: The organic materials tend to break down over time. Therefore, you should plan on a yearly top-off for budgeting purposes. Weather, climate and usage will dictate actual frequency. Contact AstroTurf to schedule a yearly inspection to determine whether a top-off is needed.

Watering: Organic infills need to be kept damp in order to remain viable. (If allowed to become too dry, the infill can cake, harden and break down). You should aim to maintain a 20% moisture level in the infill. Arid climates and high temperatures will require more water than cool, damp climates. As such, a Kifko water reel or automated irrigation system may be required.

Decompaction: Please refer to Part III for general grooming information. Please note that the organic infills may compact over time and may require periodic decompaction using a TCA1400 groomer with a tine attachment.



CORK INFILLED FIELDS

Some fields use a top layer or full depth level of cork materials as infill. These fields also require specialized maintenance.

Top-offs: Cork infill is very lightweight and may blow or float away with weather and usage. Therefore, you should plan on a yearly top-off for budgeting purposes. Weather, climate and usage will dictate actual frequency. Contact AstroTurf to schedule a yearly inspection to determine whether a top-off is needed.

Watering: Cork infills may be watered but do not require water to remain viable like organic infill. Watering is recommended to reduce static during warm months. A Kifko water reel or automated irrigation system may be used.

Decompaction: Please refer to Part III for general grooming information. Please note that the cork infills may compact over time and may require periodic decompaction using a TCA1400 groomer with a tine attachment.



ZCHILL (ZEOLITE) INFILLED FIELDS

Fields that utilize ZChill zeolite infill typically require less maintenance than organic infills because they do not require water for system viability.

Top-offs: Budget one top-off per warranty period. Monitor the field and schedule a site visit from AstroTurf maintenance professionals if you think you might need one.

Watering: Unlike organic infills, ZChill does not require water to remain viable. It does absorb and slowly release water to cool the field. As such, a water reel or automated irrigation system may be desired but is not required.

NOTE: Other "alternative" infills, including Nike Grind, TPE, EPDM, and SuperNatural Hemp EPDM do not require maintenance that is substantially different from maintenance performed on traditional SBR fields. Therefore, please refer to Part III.

FIELD HOCKEY SYSTEMS

AstroTurf has earned a world-renowned reputation for quality field hockey pitches. The non-filled nature of field hockey fields and these pitches' tight tolerances are perfect for the game. They lend themselves to a fast speed of play and enhance skill development. These pitches are unique and therefore special guidelines should be followed. **For this reason, do NOT follow instructions in Part III if you have a non-filled hockey field.** Those instructions apply only to filled surfaces. Instead refer to this chapter ONLY to keep your non-filled field hockey pitch (either AstroTurf® or Poligras® branded) in top condition..



East Pennsboro HS - Enola, PA

LOAD LIMITS

Certain precautions under heavy loads are necessary. Protection of the shock-absorbing pad underneath the turf is especially important. PVC under-pads are composite materials that contain nitrogen, which can diffuse through the cell walls resulting in marginal loss of volume and pad thickness, and decreased shock-absorbing capability. The cell walls themselves are not affected unless the overload is severe enough to cause separation or rupture.

Elastic-layer (E-Layer®) systems have somewhat higher resistance to loads and are able to recover quickly once a vehicle, stage, or equipment item has been removed from the field surface. However, due to slightly weaker adhesive bond between the turf and the E-Layer, load limits for AstroTurf fields with elastic layers are similar to those with PVC pads.

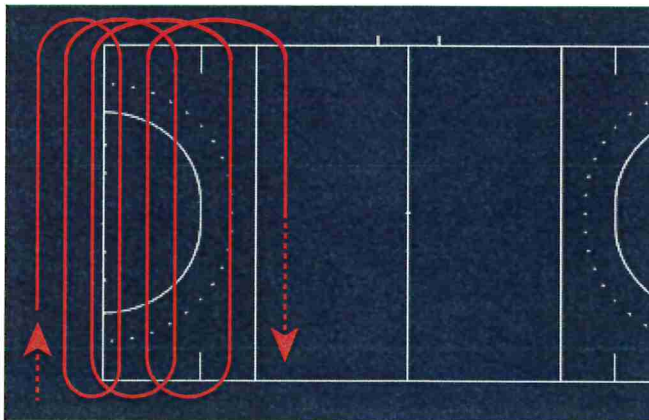
As a general rule, AstroTurf recommends that no long term static load of more than 2 psi (300lb. / sq. ft.) nor any transient rolling load of more than 35 psi, be applied to the AstroTurf surface. The loading of a pneumatic tired vehicle is approximately equal to the air pressure in the tires. It is good practice to restrict any long term static loading on the field; if you must have static loads, keep the weight to a minimum and time on the surface as brief as possible. Sheets of 3/4" exterior grade plywood or sections of 2" x 10" lumber may be placed on the field surface to spread heavy static loads and minimize the risk of damage to the turf system. When using any type of wood spreader, place a clean tarp or polyethylene sheeting on the turf surface to protect it and keep it clean. Some wood products contain preservatives that can leach out and stain or damage the turf system.

REGULAR CARE

The only regular care that non-filled field owners should undertake is regular sweeping to pick up debris, as well as cleaning/stain removal as needed. **DO NOT USE MAINTENANCE EQUIPMENT THAT PENETRATES OR SCRAPES THE SURFACE.**

Only brushes that are set to barely clip the tops of the fibers should be used. Never scrape or dig into the surface, as this can damage your field.

GROOMING AND SWEEPING PROTOCOLS:



Field Hockey Sweeping Pattern

Sweeping:

All fields should be swept as needed. Sweeping is the process of using approved maintenance equipment to remove debris from the field. This includes trash, leaves, sunflower seeds and other small bits of litter. A magnet can be attached to collect ferrous materials like cleats, hairpins, etc.

Equipment:

AstroTurf recommends the use of an SMG TurfScout field sweeper. The TurfScout features a wheel drive that operates independently from any hydraulic or power shaft drives. Therefore, the TurfScout can be pulled by various vehicles such as small compact tractors or quads. The working depth can be precisely set and locked via two adjusting bolts. Alternatively, you can purchase a tow-behind lawn sweeper by John Deere or AgriFab from most lawn-care retailers.

Method:

An AstroTurf representative will provide an in-person training session to instruct you how to use your maintenance equipment. When sweeping, the brushes of the maintenance equipment should be set at a height that barely clips the tips of the fibers (for non-filled fields). Sweeping should be done when the field is dry.

1. Attach the sweeper to a motorized maintenance vehicle (e.g., Gator).
2. **Adjust the bristles so that they barely clip the fibers.**
3. Make slow, careful passes from sideline to sideline in overlapping circles, ensuring that the sweeper makes one pass over each area of the field.
4. Empty the debris collector as needed.



AgriFab, available from lawn-care retailers.

Sweeping Pattern:

Make passes from sideline to sideline in overlapping circles, ensuring that the sweeper makes one pass over each area of the field.

Grooming:

Non-filled hockey fields should not be groomed by owners. Typically grooming is required for filled surfaces to even out the levels of the infill. Since non-filled fields do not have infill, they do not require regular "grooming". Do not penetrate the field with maintenance equipment, as it can cause damage to the surface.

CLEANING AND STAIN REMOVAL

GENERAL INSTRUCTIONS - The first rule in spot removal is promptness. It is always easier to clean up a fresh spill than one that has dried and hardened.

Remove any solid or residue with a spatula or paint scraper, and blot up any excess liquids with paper towels or a dry absorbent such as Kitty Litter or Fuller's Earth. Dry absorbents can then be swept or vacuumed up.

PROCEDURES - AstroTurf® nylon surfaces have good resistance to staining. However, the turf surface is just one part of a system of components designed for overall field performance. Some cleaning agents that are safe for use on nylon may be harmful to other components of the system. Therefore, cleaning agents are grouped into two classes: (1) those that can be applied in liberal amounts directly onto the turf surface and, (2) those which must be applied carefully - normally by rubbing a cloth soaked with the cleaning product to minimize penetration of potentially harmful agents that could migrate below the turf surface and cause damage.

DETERGENT SOLUTIONS

The first group of cleaners, which can generally be applied without special precautions, are the following:

A warm, mild solution of household detergent in water (e.g., Tide, ALL, or any detergent recommended for fine fabrics). Use a mixture of approximately five ounces of detergent per one gallon of water. This solution should be used to remove the following stains plus others of a similar type.

Stains removed with detergent solutions

Coffee • Tea • Juice • Soft Drinks • Cocoa • Water Color • Milk • Ice Cream • Ketchup • Mustard • Beer • Margarine • Butter • Food Coloring

If you are unable to completely clean the stains listed above with detergent and water, a three percent solution of household ammonia in water (as described above) is normally effective.

After cleaning with the ammonia and water solution, thoroughly flush the surface with clean, cold water.

MINERAL SPIRITS / DRY CLEANING FLUID

The second group of cleaners, which must be applied sparingly and with care to avoid penetration below the turf surface, include mineral spirits or a grease spot remover such as perchloroethylene (dry-cleaning fluid). In general, cleaners of this type are suitable for cleaning nylon carpets, but carefully read the instructions on the container for specific information and precautions prior to using any product.

Cleaning products in this category are normally effective with the following stains:

Stains removed with mineral spirits or dry-cleaning fluid

Asphalt • Ballpoint Ink • Shoe Polish • Cooking Oil • Crayons • Lipstick • Motor Oil & Grease • Rubber Cleat Marks

CAUTION: Mineral spirits and other petroleum-based solvents are flammable. Do not smoke or allow open flames near areas that are being cleaned, and be sure that the area is well-ventilated. In addition, excessive use of petrochemicals may damage underlayment materials such as asphalt or E-Layer® so care should be taken not to flood the area under repair. Use sparingly.

Blood, vomit, animal waste and other contaminants must be removed from the field surface with paper towels or a dry absorbent, and the area treated with a disinfectant or enzymatic cleaning agent. Mix the cleaner according to the manufacturer's instructions and apply to the surface with a low-pressure sprayer until thoroughly wet. Allow the surface to remain wet for at least 10 minutes before rinsing thoroughly with clean water.

Mildew, fungus or mold spots can be removed with a solution of one-percent hydrogen peroxide and water. Once discovered, mold and algae spots should be treated promptly; if allowed to become established, removing such growth can be very difficult. Thoroughly flush the area with water after application.

Avoid the use of Clorox, any solution containing bleach, highly caustic detergent cleaners (with pH above 9), and highly acidic cleaners (with pH below 4) on any AstroTurf® surface, as damage and discoloration to the turf and other components of the system may occur.

FOR MORE DIFFICULT STAINS, IT MAY BE NECESSARY TO CLEAN WITH BOTH A DETERGENT SOLUTION AND DRY-CLEANING FLUID. FOR EXTREMELY DIFFICULT STAINS SUCH AS PAINT, SHOE DYE, ADHESIVE, ETC., IT IS RECOMMENDED THAT YOU CALL ASTROTURF AT 800-951-8873 OR EMAIL US AT: MAINTENANCE@ASTROTURF.COM.

WASHING THE FIELD (UNFILLED SYSTEMS)

It is a good practice to wash your field annually. This will remove soil and pollution from the field and keep it in top condition. We recommend that an annual deep cleaning be performed only by professionals. Flooding the field or utilizing a high pressure hose may damage the underlayment or sub-base. As such, please contact AstroTurf at 866-951-8873 or maintenance@astroturf.com to schedule a certified AstroTurf Crew to perform a deep cleaning.

SNOW AND ICE MANAGEMENT

Please refer to Part II for information on snow and ice removal. ***Please take great care not to drag the surface with heavy plows or dig into the field in any way.***

REPAIRS

If a non-filled hockey field is damaged and needs repair, please contact AstroTurf Corporation to schedule an inspection and repair.

Non-filled field owners should never attempt to repair their own fields.

If repairs are made to non-filled fields by anyone other than a professional, they may create more damage and disruption to the planarity required of a non-filled field.

All seams should be regularly inspected carefully for looseness. All panels of turf should be inspected for damage (rips, tears, burns, etc.). Make a sketch of the field and note on the sketch each area that needs attention.

Because most AstroTurf® fields are used heavily in the fall and winter months, a good maintenance practice is to thoroughly inspect the field in early spring and make repairs to the surface in the spring. If a service visit must be scheduled, we ask that such a request be made as soon as possible in the spring so that the visit may coincide with a scheduled service trip to other fields in your area or in conjunction with the installation of a new field in your area.



Professional washing the field



Professional maintenance



2016 Olympics - Rio de Janeiro, Brazil



College of the Holy Cross - Worcester, MA

INDOOR FIELDS

Synthetic turf is most often the only feasible solution for indoor applications. Due to the lack of rain and sunlight, as well as concentrated use, some special considerations should be paid.

STAIN REMOVAL

A. "Water-Borne" Residues

Most "stains" commonly associated with playing fields can be classified as "water-borne" stains. These stains are best removed using a warm, mild solution of granular household detergent (non-abrasive).

Typical Water-Borne Stains

Acid • Alcohol • Alkali • Beer • Blood Chocolate • Cocoa • Coffee • Cola • Dye • Food Coloring • Fruit Juice • Gatorade Glue • Ice Cream • Latex Paint • Milk • Mustard • Ketchup • Tea • Urine • Water Colors

To remove water-borne stains:

1. Brush the residue with a stiff fiber brush (not wire).
2. Scrub the area with a small amount of soap and water. A three percent (3%) solution of ammonia in water may be used in lieu of household detergent for more stubborn residues or stains.
3. Dry with absorbent towel, if necessary. If too much water is accidentally used, you may use a wet-dry vacuum to suction excess water. Be sure to replace any removed infill with Attic Stock (if applicable).

B. Persistent Oil Based Stains: Follow directions below.

CAUTION! MINERAL SPIRITS, METHYL-ETHYL-KETONE (MEK) AND OTHER PETROLEUM-BASED SOLVENTS ARE HIGHLY FLAMMABLE. DO NOT SMOKE OR PERMIT OPEN FLAMES NEAR CONTAINERS OR NEAR SOLUTION WHEN IN USE.

C. Chewing Gum

Spray with Freon and scrape to remove residue (available in aerosol packs from carpet cleaning suppliers—or use dry ice and scrape).

Crayon, furniture stain, lipstick, metal polish, cooking oil, rubber cleat marks, shoe polish, suntan oil, sunscreen, ballpoint pen ink.	Sponge with perchloroethylene (dry cleaning solution). Blot with absorbent towels.
Oil paints (do not use for field markings).	Blot immediately. Sponge with turpentine or paint remover (apply sparingly). Re-sponge with cold water to remove detergent.
Nail polish.	Sponge with acetone.
Paraffin wax.	Scrape excess. Sponge with perchloroethylene (dry cleaning solution).
Tar and asphalt.	Scrape excess. Sponge with perchloroethylene (dry cleaning solution).

D. Fungus and Mold Spots

A one-percent solution of hydrogen peroxide in water can be used. Sponge on. Use as sparingly as possible and rinse with water. Do not oversaturate if possible. A wet-dry vacuum may be used to suction excess water. Be sure to replace any removed infill with Attic Stock (if applicable).

CAUTION! DO NOT USE HIGH-PRESSURE WATER SPRAY WITH STREAM FORCE IN EXCESS OF 300 PSI AS THIS CAN SEVERELY DAMAGE THE TURF.

ANTIMICROBIAL PROTECTION

Because indoor fields are not exposed to sunlight or rain, we recommend professional application of AstroShield® antimicrobial agents on the field.

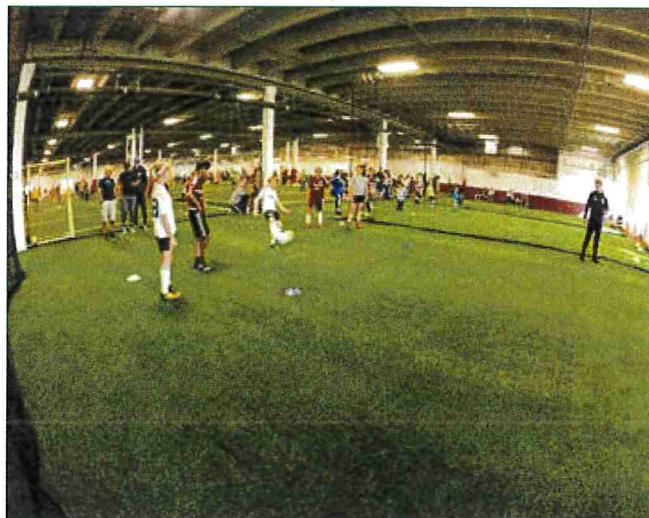
CONTACT ASTROTURF'S AFTERCARE TEAM TO SCHEDULE AN EVALUATION AND LEARN ABOUT YOUR MAINTENANCE OPTIONS. EMAIL MAINTENANCE@ASTROTURF.COM OR CALL 866-951-8873.

PAINTING

AstroTurf recommends preinstalled lines for indoor applications. Removing paint on indoor applications can be more difficult due to the lack of drainage inside.

If paint is necessary, the following guidelines apply:

- Do not use permanent paints or thick layers. These are more difficult to remove.
- Dilute the removable paint with four (4) ounces of dish soap per gallon of paint before application. This will make removal easier later.
- To remove, use small amounts of water and scrub with a stiff bristled (not wire) brush.
- If necessary, use a wet-dry vacuum to suction water from the turf. (If your field uses infill, be sure to replace any infill that has been removed with Attic Stock).



Colorado Rapids Youth Soccer Club - Aurora, CO

SWEEPING & GROOMING

Sweeping and grooming protocols will differ between infilled and non-filled systems.

INDOOR INFILLED SYSTEMS

Sweeping and grooming protocols are identical to those described for outdoor fields in Part III. See pages 14-17.

NOTE! Oftentimes athletes use the same door or path to enter and exit indoor fields over and over. Every effort should be made to vary traffic patterns on to and off of the field. Regardless, high wear areas should be treated like Hot Spots described in Part III.

INDOOR NON-FILLED SYSTEMS

If your system does not utilize infill, it has a shock absorbing pad underneath the turf. Your grooming and sweeping protocols will therefore focus on picking up debris and brushing/fluffing up the fibers rather than redistributing infill. All fields should be swept as needed. Sweeping is the process of using approved maintenance equipment to remove debris from the field. This includes trash, leaves, sunflower seeds and other small bits of litter. A magnet can be attached to collect ferrous materials like cleats, hairpins, etc.

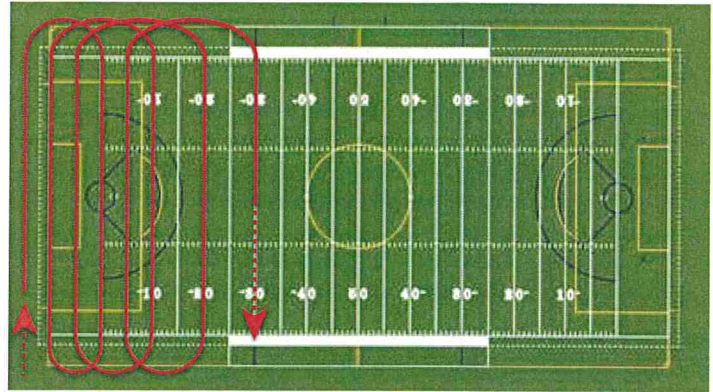
Equipment:

AstroTurf recommends use of the TCA1400 or TurfScout for sweeping the field of debris.

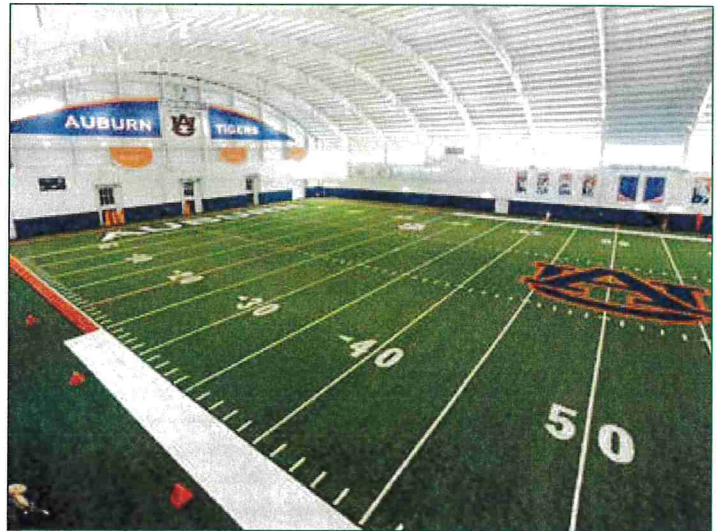
Method:

An AstroTurf representative will provide an in-person training session to instruct you how to use each piece of maintenance equipment. When sweeping, the brushes of the maintenance equipment should be set at a height that penetrates the fiber matrix by approximately 1/8".

1. Attach the sweeper to a motorized maintenance vehicle (e.g., Gator).
2. **Adjust the bristles so that they penetrate the fiber matrix by approximately 1/8".**
3. Close the sieve to prevent debris from falling back into the turf.
4. Start at one corner of the field and drive toward the other end of the field (drive sideline to sideline).
5. Make a wide turn near the limits of the turf, and turn again at the Goal Line to travel back to the side of the field where you began. (Use an equivalent distance on fields without American football lines).
6. Turn right again to travel along the sideline until you reach the inside edge of your initial pass.
7. Turn right again and travel to the opposite side of the field. Make another wide turn, this time turning back along the 10 Yard Line.
8. Continue with these wide, overlapping circles until you cover the entire field.
9. Empty the debris collector as needed.



Sweeping and Grooming Pattern



Auburn University - Auburn, AL



Flagg Rochelle Recreation Center - Rochelle, IL

MAINTAIN THE GAME AFTERCARE SERVICE PROGRAM

The inventor and leader of the synthetic turf market is proud to offer the industry's leading turf care program.

Our turf care team has developed two levels of care. Maintain the Game Aftercare is available in the Rhino and Rhino Pro packages to better meet the needs of each individual customer. Each are Certified packages performed under the direct supervision of an AstroTurf Field Maintenance Technician to ensure the desired results and customer satisfaction. Specialized equipment rejuvenates your field to improve playability, prolong the life of your field and deliver customized maintenance results.

ADDITIONAL MAINTENANCE SERVICES

- ♦ **Two Year Antimicrobial Protection**
Two year manufacturer guarantee for a bacteria-free field.
- ♦ **Field Hockey Cleaning / Maintenance**
Specially customized for field hockey surfaces.
- ♦ **Infill Removal**
Remove and dispose of existing infill from your sports surface to achieve proper infill depth.
- ♦ **Infill Top Off**
Add infill to your field to safely restore proper infill depth.
- ♦ **Baseball Mound Cleaning**
Remove dirt and debris surrounding your baseball mound.
- ♦ **Replacement of High Traffic Areas**
Removal of worn areas and reinstallation of turf and infill.

"We've been using Jimmy and his crew annually for probably ten years now. Our fields are now in their 13th year of use - and they still look great! We do the typical seam repair, infill redistribution and anti-bacteria treatment and it's well worth it! Jimmy's crew is always on time, efficient, polite and they usually finish ahead of schedule."

Debbie Shierling

K & L Arena - Quincy III Field - Quincy, IL

RHINO PACKAGE

Performed over the course of a full day by certified technicians, the Rhino Package is an excellent complement to regular maintenance. Experts will assess, groom and clean your surface using the latest equipment and techniques to protect your investment.

- ♦ **One full day of service**
- ♦ Inspection of the field to assess the condition of turf and infill and identify any problem areas.
- ♦ Multi-Level Field Vacuuming of the entire field, using the SMG Sport Champ, to perform extensive cleaning across the entire playing surface. This process is designed to pull debris and other unwanted material out of the top layer of infill.
- ♦ Grooming of the entire field, using AstroTurf approved equipment, to perform extensive fiber brushing.
- ♦ Magnetic Metal Collecting to remove foreign objects (ferrous materials) that can cause unsafe conditions.
- ♦ Professional Cleaning and removal of all unwanted materials and debris from the field area.
- ♦ Disinfectant Application of approved disinfectant to comply with your warranty.
- ♦ Review Maintenance Procedures to be performed by owner's personnel and make recommendations.
- ♦ Owner Sign Off will be obtained by AstroTurf Senior Field Maintenance Technician to ensure the owner is pleased with all the work performed during their Rhino package.

RHINO PRO PACKAGE

The Rhino Pro Package provides more intensive maintenance than the standard program. After assessing field condition, experts will perform a complete cleaning, de-compaction and grooming service to the entire field. Rhino Pro packages are performed over the course of two full days. This program is especially suitable for high use fields.

- ♦ **Two full days of service**
- ♦ Inspection of the field to assess the condition of turf and infill and identify any problem areas.
- ♦ Multi-Level Field Vacuuming of the entire field, using the SMG Sport Champ, to perform extensive cleaning across the entire playing surface. This process is designed to pull debris and other unwanted material out of the top layer of infill.
- ♦ Multi-Level De-Compaction of the infill with the SMG Sport Champ to help assure safe playability and improve G-MAX performance.
- ♦ Extensive Grooming using the SMG Sport Champ to help lift fibers and level out the infill depth across the entire playing surface.
- ♦ Magnetic Metal Collecting to remove foreign objects (ferrous materials) that can cause unsafe conditions.
- ♦ Disinfectant Application of approved disinfectant to comply with your warranty.
- ♦ Review Maintenance Procedures to be performed by owner's personnel and make recommendations.
- ♦ Owner Sign Off will be obtained to ensure the owner is pleased with all the work performed during their Rhino Pro package.



Specialized and Professional SportChamp Equipment



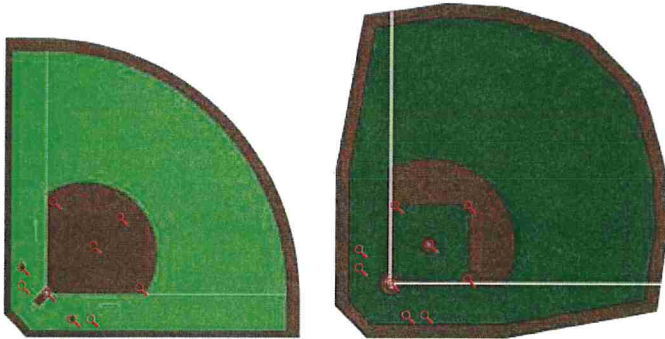
Crandall HS - Crandall, TX



Specialized and Professional SportChamp Equipment

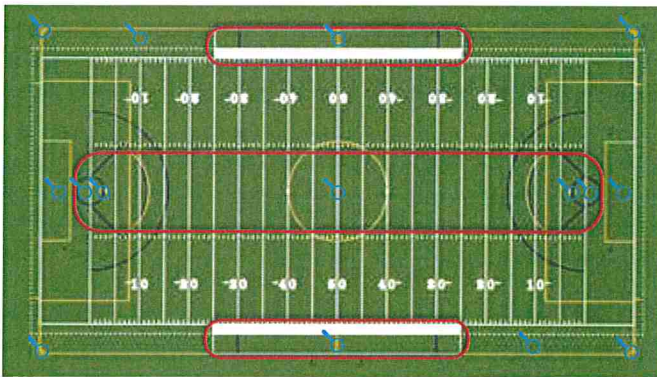
HOT SPOTS AT A GLANCE

Infill moves with play and weather, getting kicked out from high use areas to less frequently used areas. Because most AstroTurf fields utilize infill particles to provide shock absorption during play, it is critical for players' safety to maintain a level, adequately filled turf matrix that is uniform in depth throughout the field. A uniform infill layer will also directly impact the lifespan of the field. (Fields that have uneven infill levels experience higher UV exposure in high wear areas, which leads to premature wear and degradation).

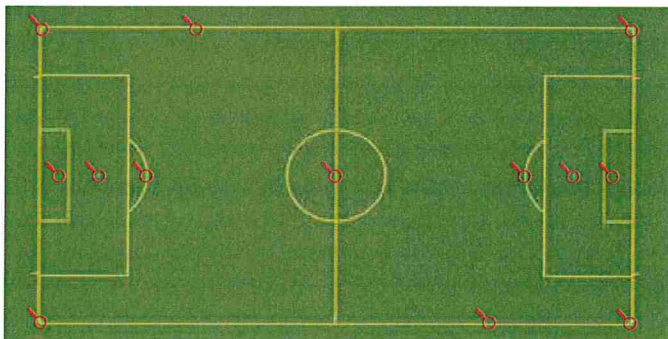


Softball Hot Spots

Baseball Hot Spots



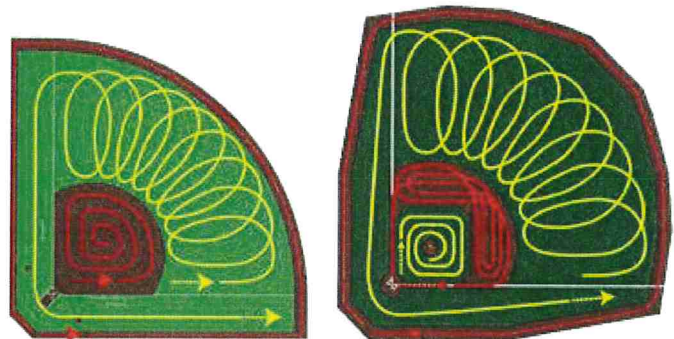
Multipurpose Hot Spots



Soccer Hot Spots

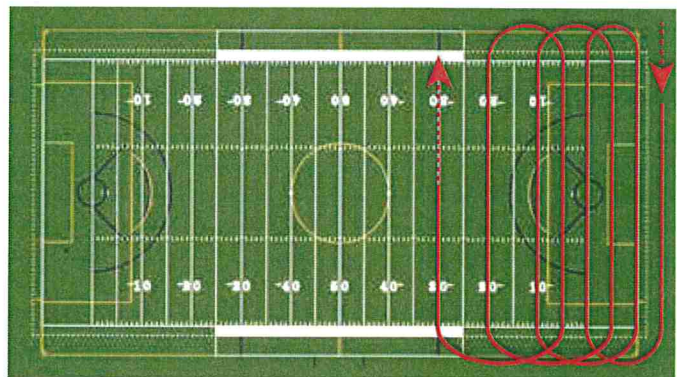
GROOMING/SWEEPING PROTOCOLS

Vary the grooming/sweeping patterns each time you maintain the field. This will help to brush the fibers in different directions to help them stand upright over time. For example, if you begin your first grooming session on the first baseline, you should begin along the third base line during the second grooming.

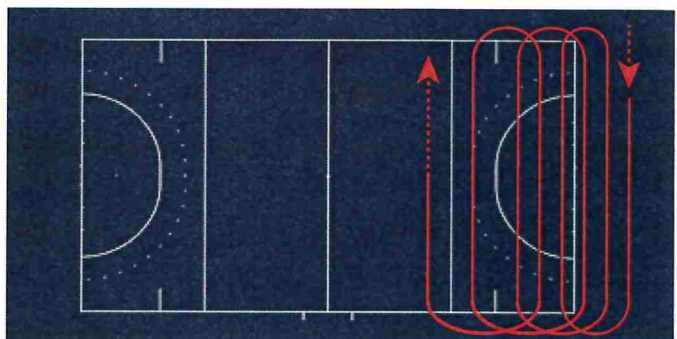


Softball Grooming Patterns

Baseball Grooming Patterns



Multipurpose Sweeping Patterns



Field Hockey Sweeping Pattern

PLEASE VISIT:

ASTROTURF.COM/OWNERSBOX

TO CLAIM YOUR FIELD! INSIDE THE OWNER'S BOX, YOU'LL BE ABLE TO LOG YOUR MAINTENANCE, REQUEST PROFESSIONAL SERVICES, REQUEST REPAIRS, VIEW AND DOWNLOAD CLOSE-OUT DOCUMENTS, AND MORE.



INTRODUCTION

Maintenance of your athletic track surface is essential to ensure quality performance for athletes, minimize potential for injury while maintaining appearance and long-term durability. Establishing and executing an appropriate and timely maintenance regime will help to ensure your running track is kept in top condition.

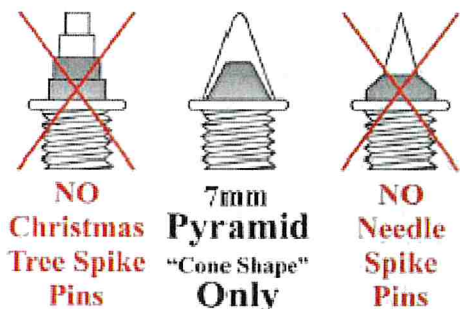
This manual will assist you in getting the maximum value from your Rekortan® surface Installed by Rekortan. You will achieve the expected performance and longevity of the surface by:

1. Preventing unsuitable on or around the track surface
2. Not allowing heavy vehicles to drive on or across the surface
3. Leaving excessive loads on the track for extended periods
4. Allowing athletes to undertake in appropriate activity or utilize unsuitable equipment
5. Repairing any damage at the earliest possible opportunity
6. Contact Rekortan should any uncertainty exists on a proposed activity that could raise concern cause damage

We expect that many of the commonly asked questions will be answered in this manual. Should you require further information, please contact our head office for assistance.

SPIKE USE

Rekortan only permits the use of 'Pyramid' spikes (also called compression tiered spikes) to be used on the track for athletic activity.



These spikes will provide ideal performance for athletes on the Rekortan® surface and result in less damage due to flatter profile and therefore lower point load. They are designed to compress the surface rather than dig in, providing energy restitution to the athlete, especially for sprinting events. Waffle type soles, cleats or hard soled shoes should not be used in competition on the track.

NOTE: 'Needle' or 'Pin' spikes are strictly not allowed, and usage of these spikes will affect your warranty.

Maximum length spikes are essential to performance and track longevity.

- Running activity maximum of 1/4"
- Throw and Jump activity maximum of 3/8"

Supervision and attention of activity at start locations is strongly recommended to ensure minimization of damage from starting blocks. Rekortan offers specific recommendations due to the variety of track systems and footwear available. Any spikes worn should be of the above nature and we strongly encourage you to advise all athletes, coaches and facility users of our recommendation.

Start locations for sprinting activity are subjected to high wear and as such will require some rectification work prior to full resurfacing of the track. Control of the activity in these locations and lateral thinking by moving regular 'sprint start training activity' to less used areas of the track (rear straight, behind marshalling area at 100m hurdle start, etc.) will reduce the need for expensive part-resurfacing works during the mid-stages of the track life.

USTAF SPIKE STANDARD

Athletes may only use pyramid, one or compression spikes that are no larger than 7mm (1/4") in length. High jumpers and javelin throwers may use a 9 mm or shorter spikes. Spikes will be checked in Athlete Control and those not meeting the regulations must be replaced by the athlete. No Pin or Christmas tree spikes will be allowed on the competition, warm-up or practice tracks. www.ustaf.org

ADDITIONAL TRACK MARKS



Should you require additional markings on the surface, please consult with Rekortan prior to undertaking any painting. An incorrect application could result in unwanted permanent markings, while use of an improper paint could result in damage to the track surface.

MINIMIZE SURFACE DAMAGE

Through regular athletic competition the inside lanes are subjected to more wear than the remainder of the track. To help spread usage across the entire track surface and prevent premature wear of the inner lanes, training access to the 1st and 2nd lanes should be restricted.

This can be done effectively with lockable barriers installed adjacent to the inside of the track. If these cannot be installed, then temporary measures such as traffic cones or movable barriers should be used to regulate track usage during training activity.

Many athletic tracks are installed with additional sprint facilities incorporated on the rear straight. To reduce stress on the main sprint event starting positions, sprint training should be conducted on the rear straight, where possible.

TRAFFIC MOVEMENT & LOADING

Vehicles should not be allowed to be driven on or across the track surface.

Your track surface and warranty will be affected by:

- Oil or fuel spills or drips onto the surface.
- Sudden starting or twisting of wheels under load.
- Excess traffic loading

If a vehicle is needed to cross the track, the vehicle must not allow oil, fuel or other fluid leaks onto the track surface. If such a leak does occur, wash the area immediately with a neutral pH, non-foaming detergent and flush thoroughly with cold water.

With regard to moving vehicles and weight the following applies:

- Use vehicles with pneumatic tires ONLY
- Total weight of the loaded vehicle must NOT exceed 4 ton
- Average load per wheel must NOT exceed 1 ton
- Where any uncertainty exists with a particular vehicle type or loading, dual layers of plywood must be laid in a brick-bond pattern to spread the load and eliminate point loading.
- Vehicle operators must be cautioned against:
 - » Sudden twisting or turning of wheels.
 - » Quick starting or stopping on the surface.
 - » Planks or rails must be used when taking a loaded vehicle across the internal drainage always, to avoid damage to this lightweight structure.
 - » The raised aluminum track curbing is not trafficable and curbing sections must be removed to enable vehicle access across the track, when required.
 - » It is highly recommended an access point and path is determined prior to crossing the track edge.
- Avoid heavy use of your track in temperatures above 86o F/ 30o C
- Use of wheeled vehicles (bicycles, two wheelers, three wheelers, four wheelers, strollers, roller blades, etc.) could damage the track surface and are not recommended on the track surface.
- Provide protection, such as plywood in any area subject to equipment traffic and in area of high pedestrian traffic. Indoor-outdoor carpet serves this purpose in area of light pedestrian traffic, football players, cheerleaders, etc. This is not a permanent solution and if left in place for long periods of time, it may leave stains on the track surface.
- If heavy equipment must access the field, protect the track surface with a combination of 3/4" plywood, plastic and rubber matting. See pictures below.
- Do not permit sharp, hard objects such as bicycle stands, bench legs, chairs, stands, etc. to be placed on the track without proper protection.



MAINTENANCE

There are several factors that cause deterioration of the track and create a need for maintenance work. **These would include such items as the following:**

1. Normal wear and tear due to track use
2. Oxidation
3. Heavy use of Lanes One and Two
4. Vehicles crossing the surface for maintenance or service
5. Vandalism
6. Clogged drainage systems
7. High stress on selected areas (i.e., the high jump takeoff area) Pedestrian traffic (athletes, cheerleaders, other activities). Fuel and oil spills



It is important that reasonable protective measure be undertaken to minimize or prevent the effect these factors have on the track. Since some wear and deterioration is normal as the facility ages, it is also necessary to provide certain maintenance procedures to keep the facility in good condition.

Check your track and maintain regularly to avoid any impact on the track performance.

Things to consider when working out how regularly surface maintenance is required are:

- The condition of other nearby natural turf surfaces (grassed areas, internal field, etc.)
- Shaded, tree covered track areas where algae or moss might form around fallen leaves
- Attention to cleaning and clearing beneath the internal aluminum running rail





Always sweep/vacuum any litter, dirt/mud, grass cuttings, leaves or sand off the track surface at the first opportunity. This can be done in the first instance by hand or with leaf blowers, although specialized equipment is also available to undertake this activity on a more thorough basis. Track surface should be swept/vacuumed on a regular basis (monthly).

Routine sweeping to remove grass clippings & vegetation is critical to prevent accumulation of organic material on the track surface. If left unattended, organic material can cause staining and hardening of the track surface.

Remove vegetation that grows through the surface. Do not let running grasses grow over the surface of the track and field event areas. We recommend that the edges of the track and field event areas be treated a minimum of twice annually with a soil sterilant to eliminate vegetation which may encroach into the track or track surface. Do not use a weed eater on the track to eliminate vegetation, as it will destroy the surface. Eradicate insect/ant infestation in the track base or surface.

If the Rekortan® track system is an embedded (traditional) surface, the installation when new will show some initial shedding of the rubber granules. The granules will shed through regular usage of the track and this is a normal feature of this type of track system. The shedding of granules does not indicate premature failure of the system.

Loose rubber granule should be periodically removed from the track surface to prevent collection under the aluminum track curbing, which can impede the drainage performance of the facility.

It is also essential that drainage channels, grates, sumps and the slotted drainage openings around the D-sections are kept clean and free of obstruction to maintain maximum drainage efficiency.



RAISED RAIL

To comply with IAAF requirements, a raised aluminum curb or running rail is installed on the inner edge of your track. This rail is segmented and designed to be removable as part of regular athletics competition and for maintenance purposes (i.e. track cleaning or vehicular access). It is important to note that the aluminum rail is not designed to be trafficable and if vehicle access to the track infield or D-sections is required, then segments of the rail must first be removed to enable vehicle access.

Where sand is blown or tracked onto the track surface (near long and triple jump pits), sweep and clean these areas on a regular basis.

Regularly remove weeds and trim grass at track edge. Those responsible for the regular maintenance activity should be conscious of the track maintenance requirements and ensure that surrounding areas are designed/maintained to ensure that storm water run-off is not restricted by raised surfaces adjacent to the track.

Track curbing and drainage openings should be kept free of obstruction

WINTER USE

Use of a synthetic running track during the winter months while possible, comes with potential risks to the athlete and the longevity of the surface. As the temperature drops, the ability of a synthetic track to provide a resilient surface for athletes may become compromised and lead to premature surface failure.

SNOW REMOVAL

The use of snow removal equipment to clear snow from a track is highly discouraged. Track surfaces lose their elasticity when cold increasing the potential for damage, surface failure and athlete injury. A light dusting of snow may be removed using a hand held blower.

SPIKES

Spikes should never be used during cold weather. It is not recommended for the athlete or the track surface. Rubber sole shoes should be used during cold periods.

CLEANING

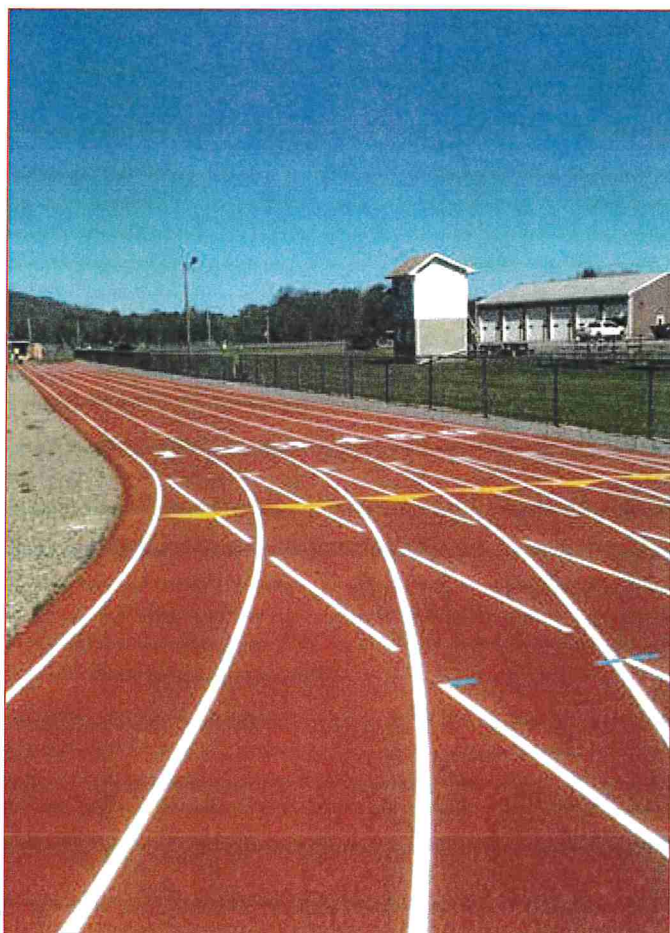
Rekortan strongly recommends a full track pressure cleaning be undertaken as needed and after any event that may cause water inundation or widespread dirt build-up on the track surface. Rekortan provides pressure washing services utilizing state of the art technology.

Should you choose to pressure wash the track with in-house staff, Rekortan should be contacted to ensure clear directions are provided before undertaking the first pressure cleaning. This is to ensure a clear direction on what is required and how to conduct the work is made available.

Ideally the aluminum rail should be cleaned occasionally with liquid detergent on a damp cloth and the rail fixing equipment (pins, mounting brackets and covers) checked.

REPAIRS

Should any accidental damage occur, small bubbles or signs of delamination be detected, or excessive wear appear prematurely; contact Rekortan as soon as possible to arrange for a site visit, repair or immediate temporary instruction. Any repair work should be done by qualified, trained, experienced technicians. Repair kits are available. Please contact us to discuss your situation and hear the options.



FAQ'S

Can our track be resurfaced? Yes.

Depending on the surface selected, a track should be resurfaced every 8-15 years. If you have an existing surface that you need to be evaluated, please contact us for a free surface evaluation.

Proper Maintenance Directly Affects the Longevity of the Surface **DO NOT LET UNTRAINED PERSONNEL UNDERTAKE THIS TASK!**

By applying the requirements and recommendations of this maintenance manual, your Rekortan® track system will provide years of service.

We hope you enjoy your new Rekortan® synthetic track surface.



LAYKOLD WANTS YOU TO ENJOY YOUR SURFACE FOR YEARS TO COME, SO WE HAVE PUT TOGETHER SOME GUIDELINES TO HELP MAINTAIN YOUR INVESTMENT AND EXTEND THE LIFE OF YOUR NEW COURT BETWEEN RESURFACING (EVERY 4-7 YEARS).

DO NOT ALLOW THE FOLLOWING ON THE SURFACE

- Vehicles of any kind – including maintenance equipment
- Bicycling, skateboarding, rollerblading, hockey, etc.
- Shovels, snow blowers or plows (wait for snow to melt)
- Bleachers, benches and furniture (unless secured)

MAINTENANCE DURING PLAYING SEASON

- Mowing and other nearby landscaping clippings should be thrown away from the court surface
- Grass edging and connecting surfaces should be kept below surface grade of the courts, catch basins and swales should be free in or around surface to allow for proper drainage. It is important to maintain proper drainage at all times, failure to do so will cause premature delaminating of the surface color coat
- Regular proper cleaning of the surface on a regular basis, as needed
 - * Leaves, pine needles, sticks and other debris should be cleaned off using a leaf blower or a soft bristle broom
 - * Stains, mold/mildew can be removed using a pressure wash only
 - * **Note:** Proper tip size is very important. The wider the tip spray the better. A narrower tip can ruin the surface
- We recommend proper signage of "Court Rules" to be displayed in various locations throughout and near the court surface

MAINTENANCE BEFORE AND DURING OFF-SEASON (FALL/WINTER)

- Ensure your surface is free and clear of all debris before snowfall begins
- Posts and nets should be removed yearly before the winter season
- Post sleeves should be capped so water is not allowed into the sleeves
- Nets should be replaced approximately every five years

These are recommendations that will help to ensure the maximum longevity with your new acrylic surface. We also recommend that you have periodic inspections from a qualified court installer to properly maintain your surface. If you notice cracks or surface peeling, call your surfacing contractor immediately.

COURT CLEANING AND CARE INSTRUCTIONS

Laykold surfaces normally require only minimal maintenance. However, the amount of maintenance required will depend largely on the local atmospheric environment and court usage. Environments subject to heavy airborne pollution, such as dust, leaves, and traffic fumes, are classified as high maintenance areas. Low maintenance areas enjoy low levels of pollution and dust, such as indoor, and are classified accordingly.

1. LOW MAINTENANCE ENVIRONMENT

a) Outdoor

Courts should be swept with broom, air blower, or water broom approximately once per week depending on severity of surface contamination. Foreign debris should be hosed off with clean water, where practical.

b) Indoor

Indoor surfaces should be cleaned once every 2 to 4 weeks depending on court usage with a Tennant T5 walk behind or comparable cleaning machine to remove any dust, dirt, etc. Heavy contamination or staining should be removed using a wet scrubber/vacuum machine comparable to a Tennant T5 walk behind with soft brush attachment as in 2(b). On textured surfaces, foreign debris should be swept and hosed off regularly, if hosing is possible.

2. HIGH MAINTENANCE ENVIRONMENT

Heavy airborne pollution, such as dust, leaves, and vehicle fumes, have a tendency to settle rapidly onto the court surface.

In a heavy maintenance environment, AstroTurf Corporation recommends that foreign debris be hosed off at least once a week to minimize buildup of pollutants. Should the surface become generally dirty or stained, surface can be cleaned with a light duty wet scrubber vacuum machine with a soft brush attachment. A non-residual organic cleaner should also be utilized to aid in the cleaning of the surface. The percentage of cleaner to the percentage of water will largely depend on the degree of surface contamination, and should be used in accordance with the manufacturer's specifications for the particular surface type and stain.

After light scrubbing, hose off with fresh water to remove any residual cleaning agent in outdoor environment, or wet scrub/vacuum with clean fresh water in indoor environment.

Note: Contact your local authority prior to commencement of cleaning to conform to the environment requirements in your area.

3. MOLD GROWTH AND TREE/PLANT CONTAMINATION

It is recommended that overhanging trees/plants be controlled to prevent excessive contamination of the surface, some trees/plants in particular will cause staining and unsightly contamination. Mold may buildup on areas of the surface where plant/leaf contamination occurs or where pooling water occurs after rain. These areas should be cleaned on a regular basis using the following methods:

- Hose off foreign debris with the aid of a stiff bristle broom.
- Saturate the surface with clean water
- Use a dilute solution of sodium hypochlorite (liquid pool chlorine);



dilution rate is dependent on the severity of mold growth.

- d. Broom solution over the mold area and soak for 10-15 minutes. Do not allow to dry.
- e. Hose off surface thoroughly with clean water to remove all residual solution. Keep away from plants, animals, and children and wear protective clothing. Solution is strong bleach.
- f. More heavily contaminated surfaces may require additional treatment or in severe cases, highpressure water blasting and sodium hypochlorite treatment. Other algaecides are commercially available.

Test First... Testing of all cleaning methods and their effects on the Laykold surface is recommended before any general use.

Note: Do not use powdered Calcium Hypochlorite solution as this will leave a white residue on the surface after drying.

Note: Contact your local authority prior to commencement of cleaning to conform to the environment requirements in your area.

4. FOOD AND DRINK CONTAMINATION

Immediate washing of the surface is recommended. If staining has occurred, then the same cleaning methods suggested for dirt or mold/plant/tree/bird/wildlife contamination would be recommended. Solvent based products, i.e. solvent thinners and similar products are not to be used on Laykold surfaces. Scouring type products, i.e. Ajax powder or similar are not recommended for use on Laykold surfaces.

5. SPECIFIC CONTAMINATIONS

a. Fruit Bat 'Droppings' and worms

'Droppings' and worms will cause degradation of the Laykold surface. They should be immediately removed by mechanically scraping them off or by high pressure washing. In serve cases, they will cause blistering and peeling, not only of the surface, but also the asphalt underneath to a depth of 3-6 mm. In these cases, the surface should be patched with the recommended Laykold surface materials. This will require specific instructions to be followed and AstroTurf Corporation would recommend that the services of a Laykold Approved Applicator be used for this work.

b. Bird/Wildlife Contamination

This can usually be removed by a non-residual organic cleaner with a stiff bristle brush/broom and hose off with plenty of clean water.

c. Shoe 'Sole' Staining and Rub Marks

AstroTurf Corporation recommends only white soled or non-staining/ marking shoe types be used when playing on the surface. Some 'black' rub marks can get onto the surface by certain types of soles on footwear. These marks can usually be removed with a non-residual

organic cleaner and stiff bristle brush. Some rubber types are difficult to remove when they are fresh, weathering will usually allow these marks to be removed. Shoe sole marking will be more noticeable and prevalent with new surfaces.

d. Chewing Gum

It is very difficult to remove gum from court surfaces. Mechanical scraping of the gum is all that can be recommended.

e. Grease and Oil Stains

Non-residual organic cleaner is recommended. It may require several applications to remove the grease/oil contamination. Thoroughly hose off the surface with clean water after the application of the detergent solution.

Note: Contact your local authority prior to commencement of cleaning to conform to the environment requirements in your area.

6. RACQUET DAMAGE

The Laykold surfaces are highly resistant to damage from normal racquet contact. However, metal racquets heavily impacting the surface at sharp angles can cause slight cuts in the surface. Such damage is usually confined to the top layers and can be readily repaired. Refer to a Laykold Approved Distributor for further information.

7. REPAIRS

Deep cuts into the base layer of cushioned Laykold surfaces may be caused by sharp implements, i.e. metal chair legs, heavy steel wheeled trolleys, stiletto heels, vandalism, etc. Chairs and umpire stands should have wooden bases on the legs to minimize damage to the surface. Contact your Laykold Approved Distributor immediately if any damage occurs to prevent further damage from the ingress of water.

8. DRYING THE COURT SURFACE

Laykold surfaces can quickly be put back into service after a disruption by rain. Simply remove any excess water with a wide sponge roller or squeegee and play can recommence immediately. The surface is slip resistant when damp.

9. GENERAL SURFACE CARE

Wear only white or non-marking flat soled tennis shoes. Wipe shoes before entering court to prevent stones, twigs, or other sharp objects from being ground into the surface.



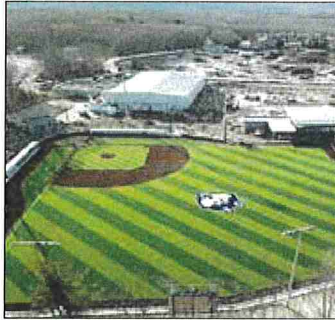
INSTALLATIONS

AstroTurf

BASEBALL



St John's University – Queens, NY



University of Connecticut – Storrs, CT



Vanderbilt University – Nashville, TN



Evansville University – Evansville, IN

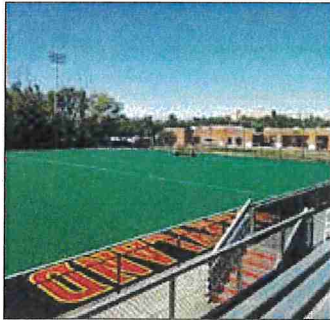


University of Pittsburgh – Pittsburgh, PA

FIELD HOCKEY



Dartmouth College – Hanover, NH



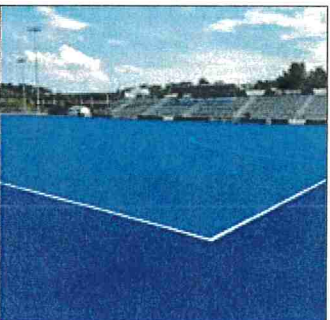
University of Maryland – College Park, MD



University of New England – Biddeford, ME

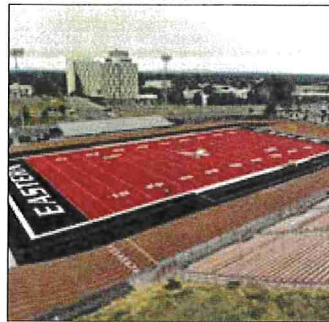


Princeton University – Princeton, NJ



University of Virginia – Charlottesville, VA

FOOTBALL



Eastern Washington University – Cheney, WA



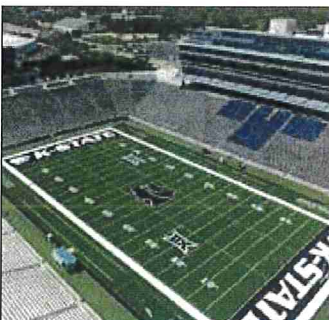
University of Washington – Seattle, Washington



De La Salle High School – Concord, CA



Fresno State – Fresno, CA



Kansas State University – Manhattan, KS

SOCCER



St Clair Community College – Marysville, MI



UC Riverside – Riverside, CA



Madison Area Tech, Madison, WI



University of Pittsburgh – Pittsburgh, PA



Princeton University – Princeton, NJ



Alliance High School – Alliance OH



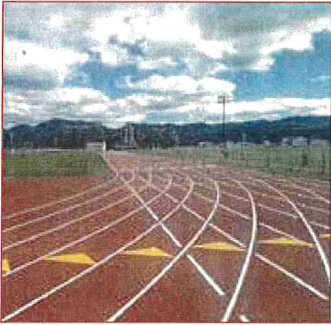
Donovan Middle School – Utica NY



Gordon Ridge Community Housing – Canada



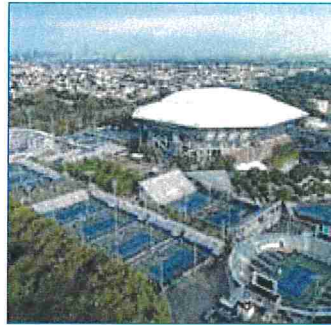
Allegheny College – Meadville, PA



Lake Placid CSD – Lake Placid NY



Lincoln Consolidated Schools – Ypsilanti MI



2020 US Open – BJK Tennis Center, Flushing NY



Forest Glen Country Club – Naples FL



Mifflin County CSD – Lewistown PA



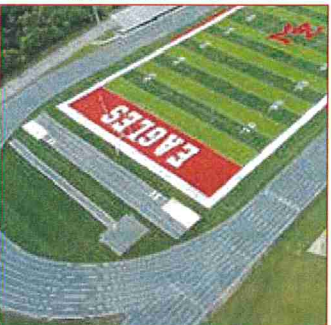
Minoru Track – Richmond BC, Canada



University of Hawaii, HI



Honolulu, HI



Mt. Zion High School – Jonesboro, GA



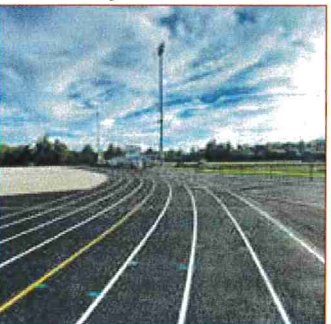
West Seneca CSD – Williamson NY



Maroon Creek – Aspen CO



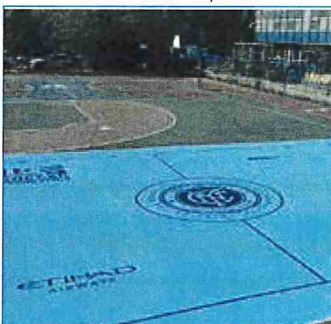
Princeton University, Princeton, NJ



Plattsburgh High School – Plattsburgh, NY



Redmond High School – Redmond, WA



US Soccer Foundation Pitch – New York NY



Private Residence – Springfield MO

AstroTurf[®] SINCE 1965

Care for Your Turf

- **Approved equipment only.**
- **Molded cleats or athletic shoes only.**
- **No sharp objects.**
- **No stakes. No corner flags.**
- **No food. No gum.**
- **No seeds. No tobacco.**
- **No sports drinks – water only.**
- **No pets. No bicycles.**

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RESOLUTION OF THE WAUSAU WATER WORKS

Creating Special Committee - Wausau Drinking Water Treatment Facility Solar Array Project Task Force

Committee Action: Approved 4-0

Fiscal Impact: None

File Number: 22-1209

Date Introduced: December 13, 2022

RESOLUTION

WHEREAS, the Wausau Water Works Commission, at their December 6, 2022 meeting, discussed and recommended creating a Wausau Drinking Water Treatment Facility Solar Array Project Task Force; and

WHEREAS, the Wausau Drinking Water Treatment Facility Solar Array Project Task Force shall provide inclusive and community-led research, education, and recommendations to the public, the Wausau Water Works Commission, and the Wausau City Council into the potential construction of a solar array to fuel Wausau's drinking water treatment facility; and

WHEREAS, the Task Force will assess the current proposals for a solar array, evaluate funding mechanisms and initiatives for construction and maintenance of a solar array, analyze proposed and potential sites, and offer recommendations to both Wausau Water Works and Wausau City Council to meet the energy needs, renewable energy efforts, and aesthetic needs of the community; and

WHEREAS, the Task Force shall craft and present recommendations for Wausau Water Works and Wausau City Council's drinking water treatment facility energy needs, including the development of policy recommendations consistent with applicable state and federal laws; and

WHEREAS, the Task Force will be comprised of five (5) members appointed by the mayor and confirmed by the council consisting of at least one (1) common council member, one (1) Wausau Water Works Commissioner, and representatives from neighborhood and stakeholder groups and citizens who are city residents. The mayor will select the chair; and

WHEREAS, the Wausau Drinking Water Treatment Facility Solar Array Project Task Force shall have the following powers and duties, along with other duties as delegated to it by the mayor, utility commission and common council:

1. Study and evaluate the current proposals for a solar array adjacent to Wausau's new Drinking Water Treatment Facility.
2. Develop and regularly update a Frequently Asked Questions document to answer questions related to the solar array proposal, answering at least the following questions:
 - What is being proposed?
 - Why is it being considered?

- What options were considered?
 - What are the benefits of the project?
 - Are there concerns related the project?
 - Where will it be located?
 - How will it be funded?
 - How will the public be involved in the decision-making process?
 - When will it be built?
3. Lead and participate in community engagement activities and dialogues with the neighborhood and City residents about design options, setbacks, buffers, noise, access for construction, and other proposal elements to gain insights into support.
 4. Investigate and analyze funding options, tax credits, grant opportunities, and partnerships to fund construction and maintenance of the solar array.
 5. Draft recommendations for the drinking water treatment facility's solar array and present those recommendations to the Wausau Water Works, Wausau City Council, and community; and

WHEREAS, the Wausau Drinking Water Treatment Facility Solar Array Project Task Force will work with the Wausau Water Works Commission and Wausau City Council to develop recommendations related to a potential solar array to power Wausau's drinking water treatment facility; and

WHEREAS, the Wausau Drinking Water Treatment Facility Solar Array Project Task Force shall terminate on or before March 5, 2024, prior to which a full report, containing all recommendations requested herein, shall be presented to the Wausau Water Works and the Wausau City Council.

NOW THEREFORE BE IT RESOLVED, by the Common Council of the City of Wausau, that there is hereby created a Wausau Drinking Water Treatment Facility Solar Array Project Task Force for the purposes stated herein, to carry out its assigned duties as enumerated above.

Approved:

Katie Rosenberg, Mayor



Minutes of December 6th, 2022

A meeting of the Wausau Water Works Commission was called to order at 1:30 p.m. in City Hall on Tuesday, December 6th, 2022. In compliance with Wisconsin Statutes, this meeting was posted and receipted for by the Wausau Daily Herald on December 1, 2022.

Members Present: President Rosenberg, Commissioners Herbst, Gehin, Force

Others Present: Eric Lindman, Ben Brooks, Valerie Swanborg, MaryAnne Groat, Joe Kafczynski/Becher-Hoppe, Tonia Westphal/Clark-Dietz

Via WebEx: Commissioner Robinson, Brian Roemer/Ehlers, Philip Cosson/Ehlers, Susan Wojtkiewicz/Donohue

6) Discussion and Possible Action Creating a Drinking Water Treatment Facility Solar Array Project Task Force.

Rosenberg began this was requested and the packet enclosed listed the mission, duties and responsibilities of potential members with an end date on or before March 5th, 2024.

Robinson reiterated that this was a good idea engaging the community and evaluating it to get a good dialogue moving forward with the community and neighborhood concerns.

Rosenberg stated the idea is to take input from stakeholders, people who are interested in this project, one alderperson and one council member to study what this solar array would look like, benefits and challenges.

Force motioned to accept this proposal of creating a drinking water treatment facility solar array task force. Seconded by Herbst

Motion Carried 4-0.

Link to view meeting in its entirety: <https://tinyurl.com/wausaucitycouncil>

Gina Vang, Recording Secretary

S:\WaterWorks\Common\WaterCommission\2023\January\WWWC_20221206_Minutes.doc.

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

RESOLUTION OF THE FINANCE COMMITTEE

(Correction to Original Resolution adopted 9/27/2022) Approving and Adopting the Budget for American Rescue Plan Coronavirus State and Local Fiscal Recovery Fund Funded Projects – Catholic Charities Year-Round Warming Center

Committee Action: Approved 5-0

Fiscal Impact: \$777,991

File Number: 21-1109

Date Introduced: September 27, 2022

Date Amended: December 13, 2022

FISCAL IMPACT SUMMARY

COSTS	<i>Budget Neutral</i>	Yes ☒ No ☐	
	<i>Included in Budget:</i>	Yes ☐ No ☒	<i>Budget Source: ARPA funding</i>
	<i>One-time Costs:</i>	Yes ☒ No ☐	<i>Amount: \$777,991</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: \$777,991</i>
	<i>Debt Financed:</i>	Yes ☐ No ☒	<i>Amount</i> <i>Annual Retirement</i>
	<i>TID Financed:</i>	Yes ☐ No ☒	<i>Amount:</i>
	<i>TID Source: Increment Revenue</i> ☐ <i>Debt</i> ☐ <i>Funds on Hand</i> ☐ <i>Interfund Loan</i> ☐		

RESOLUTION

WHEREAS, your Finance Committee received two different service level applications for a two-year contract with Catholic Charities for Warming Center Services; and

WHEREAS, your Finance Committee recommended the year round Warming Center services at a cost of \$777,991; and

WHEREAS, the Common Council received, considered and approved a resolution for year round Warming Center Services but the fiscal impact and budget amendment erroneously reported the amount of \$540,000; and

WHEREAS, the correcting budget amendment will provide for the required year round Warming Center services;

GL Code		Description	Period	Amount
158	158997571	CATHOLIC CHARITIES WARMING HOU	12	\$237,991.00
158	158782390	FEDERAL GRANTS	12	-\$237,991.00

NOW THERE 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 above.

BE IT FURTHER RESOLVED, that the proper City officials are directed to encumber funds and complete the projects and purchases in accordance with the American Rescue Plan Coronavirus State and Local Fiscal Recovery Fund

Approved:

Katie Rosenberg, Mayor

RESOLUTION OF THE FINANCE COMMITTEE

Approving City's Waiver of First Right of Refusal to Repurchase Property at 7555 Stewart Avenue (Arthur Rentals-Wisconsin, Inc.)

Committee Action: *Pending*

Fiscal Impact: *None*

File Number: 06-0406

Date Introduced: December 13, 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, Arthur Rentals-Wisconsin, Inc. ("Arthur") has received an offer to purchase the property at 7555 Stewart Avenue in the Wausau West Industrial Park from Premier Property, LLC for \$3,450,000.00; and

WHEREAS, pursuant to recorded deed restrictions on the property, Arthur 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; and

WHEREAS, your Finance Committee, at its December 13, 2022 meeting, considered the matter and recommends consenting to the transfer and waiving the right to repurchase the property on the terms and conditions contained in the present offer.

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 Premier Property, LLC. or its assigns and waives its right to repurchase the property at 7555 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 7555 Stewart Avenue, Wausau, Marathon County, Wisconsin, as set forth in the Deed Restrictions recorded as "Schedule A" in that certain Warranty Deed dated April 21, 1976, recorded April 22, 1976, with the Marathon County Register of Deeds in Volume 225 of Micro Records, Page 238-239 for the property described below (the "Property").

Certified Survey Map No. 1158 recorded in the office of the Register of Deeds for Marathon County, Wisconsin on November 12, 1976 in Book 5, Page 86 as Document No. 705044, said certified survey map being redivision of South 1/2 of the Northeast 1/4, Section 36, Range 6 East, Township 29 North, City of Wausau, Marathon County, Wisconsin. Excepting any part thereof used for highway purposes.

The parcel conveyed pursuant to the above referenced Warranty Deed, represented by Parcel Identification No. 291-2906-361-0996 in the City of Wausau, Wisconsin and described above.

Arthur Rentals-Wisconsin, Inc. has received an offer to purchase the Property from Premier Property, LLC, a summary of which offer has been provided to the City of Wausau and intends to transfer title to the Property to Premier Property, LLC 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 December, 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 December, 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 _____.

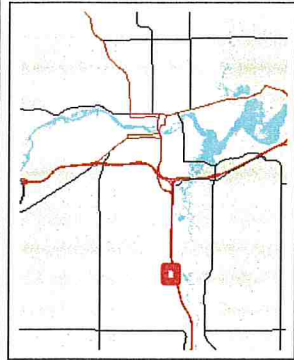
This instrument was drafted by:
Anne L. Jacobson, City Attorney
407 Grant Street
Wausau, Wisconsin 54401

Recording Area

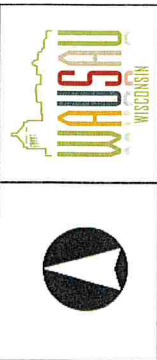
Name and Return Address:

Premier Property LLC
2238 E. Glenalden Dr.
Germantown TN 38139

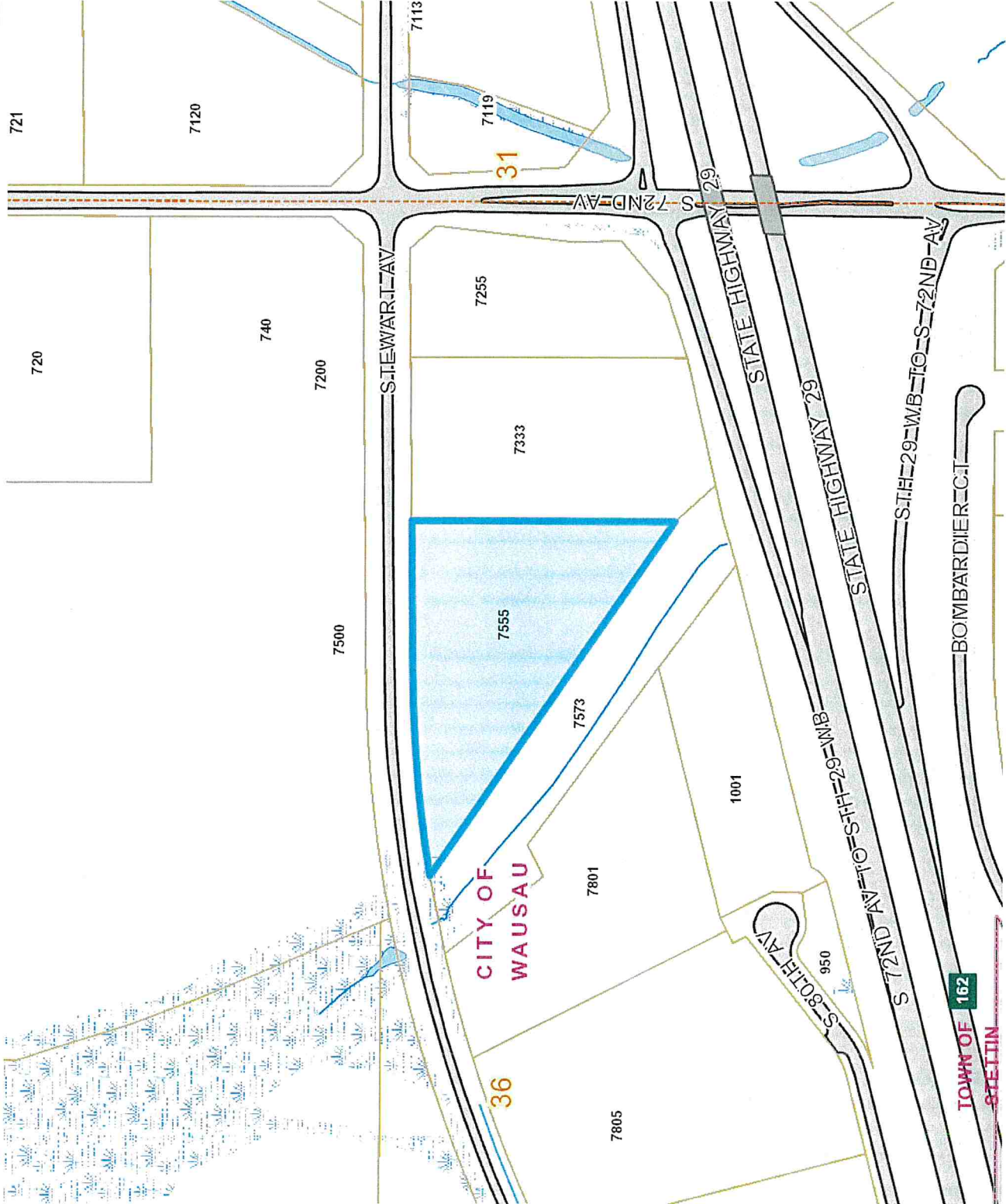
PIN: 291-2906-361-0996



- Legend**
- Muni-Outline (FullExtent)
 - Parcels
 - Section Line/Number
 - Highway Sign (FullExtent)
 - USH
 - STH
 - CTH
 - Highway Exit (FullExtent)
 - Mile Marker (FullExtent)
 - Street Name
 - Railroad
 - Bridge
 - Overpass
 - Paved Road
 - Divided Highway
 - Right Of Way
 - Lake - Pond
 - River - Stream
 - Wausau Wetland
 - Swamp



Notes



Map Created: 12/6/2022

153.24 0 153.24 Feet

NAD_1983_HARN_WISCONSIN_Marathon_County_Feet

DISCLAIMER: The information and depictions herein are for informational purposes and Marathon County-City of Wausau specifically disclaims accuracy in this reproduction and specifically admonishes and advises that if specific and precise accuracy is required, the same should be determined by procurement of certified maps, surveys, plats, Flood Insurance Studies, or other official means. Marathon County-City of Wausau will not be responsible for any damages which result from third party use of the information and depictions herein or for use which ignores this warning.

THIS MAP IS NOT TO BE USED FOR NAVIGATION

REAL ESTATE SALES CONTRACT

This Contract to buy and sell real property (the "*Contract*") is between Seller and Buyer as identified below and is effective on the date ("*Effective Date*") of the last of the signatures by Seller and Buyer as parties to this Contract.

Seller: **ARTHUR RENTALS - WISCONSIN, INC.**

Address: P.O. Box 50047, Denton, Texas 76206

Phone: (940) 591-0410

Type of entity: Texas corporation

Buyer: **PREMIER PROPERTY LLC**

Address: 2238 E. Glenalden Dr., Germantown, TN 38139

Phone: (901) 834-2483

Type of entity: Tennessee limited liability company

Property: As defined in the Definitions.

Property Location: 7555 Stewart Avenue, Wausau, Wisconsin 55401

Title Company: First American Title National Commercial Services of Madison, WI

Address: 25 West Main Street, Madison, WI 53703

Phone: (608) 204-7409

Purchase Price: **\$3,450,000.00**

Earnest Money: **\$100,000.00**, delivered by Buyer to the Title Company by wire transfer

Brokers: **NONE**

A. Definitions

1. **Property:** The term "***Property***" shall mean collectively and without limitation, all of the Seller's rights, title and interests to the Land, Improvements, Appurtenances, Leases, Personal Property, Intangible Personal Property, Development Rights Service Contracts, according to the following definitions: (a) Land described in Certified

Survey Map No. 1158 recorded in the office of the Register of Deeds for Marathon County, Wisconsin, in Volume 5 of Certified Survey Maps on page 86, as Document No. 705044; being a part of the South one-half (S ½) of the Northeast quarter (NE¼) of Section thirty-six (36), Township twenty-nine (29) North, Range six (6) East, in the City of Wausau, Marathon County, Wisconsin (the "**Land**"), (b) the building, parking areas, driveways, landscaping, fixtures, equipment, appliances, apparatus and all other items used in the operation or occupancy of the Land, and all structures and improvements located on the Land, including a building of approximately 57,000 square feet of manufacturing space and all heating and air conditioning systems, refrigeration, ventilation and trash disposal facilities (collectively, the "**Improvements**"), (c) all rights, privileges, easements, hereditaments, tenements, and rights of way and other rights and appurtenances pertaining thereto as hereinafter set forth, including without limitation, all rights, ways, waters, privileges and alleys serving the Land or the Improvements or in anywise appertaining; and all right, title and interest of Seller in any land lying in the bed of any street, alley, road, avenue, creek, river or stream, existing or proposed, in front of or adjoining or contiguous to or abutting the Land (collectively, the "**Appurtenances**"), (d) all of the right, title and interest of Seller in and to all leases and other agreements (whether oral or written) providing for the use and occupancy of the Land and the Improvements including but not limited to all deposits and causes of action (the "**Leases**"), (e) all of the right, title and interest of Seller in and to any intangible personal property related to the ownership, use, and operation of the Land or the Improvements, including any warranties, guaranties, indemnities, licenses, the right to use any trademark and/or trade name used in connection with the Land, (the "**Intangible Personal Property**"), (f) all of the rights title and interest of Seller in and to all approvals, permits, plans, or other development rights such as air rights, and water rights, and benefits associated with the Land and the Improvements, or evidences of such rights, and all other rights, privileges, entitlements, governmental or quasi-governmental authorizations and approvals that have been issued, or that are pending (collectively, the "**Development Rights**"), (g) all of the right, title and interests of Seller in and to all equipment leases, utility contracts, landscaping contracts, security or maintenance contracts and all other similar agreements (collectively, the "**Service Contracts**"), (h) all of the right, title and interest of Seller in and to all personal property owned by Seller and located on, in, or used in connection with, the Land and or Improvements, (collectively the "**Personal Property**"; provided, however, the term Personal Property does not include any personal property or equipment of Tenant).

2. **New Lease Guarantor**: "**New Lease Guarantor**" shall mean Southern Stretch Forming and Fabrication, Inc., a Texas corporation.
3. **New Lease**: The term "**New Lease**" shall mean that 15-year triple-net lease of the Improvements executed between Buyer, as landlord, and Tenant as tenant, having the terms and in the form attached hereto as **Exhibit "A"**, and guaranteed by the New Lease Guarantor.

4. **Tenant**: The term “**Tenant**” shall mean Southern Stretch Forming Wisconsin, Inc., a Texas corporation.
5. **Due Diligence Documents**: The term “**Due Diligence Documents**” shall mean, to the extent existing and within the possession or reasonable control of Seller, (a) copies of any existing Service contracts affecting the Property, (b) all title commitments, a survey of the Land, site plans, studies, tax notices and most recent tax bills (c) environmental studies or reports (Phase I and Phase II), (d) insurance premiums and notices from insurance companies regarding the condition or status of the Property, (e) all Leases, (f) material contracts or agreements affecting the Land or the Improvements, (g) financial statements of the Tenant and the New Lease Guarantor, and (h) all items listed on Exhibit D.
6. **Title Commitment; Title Policy**. “**Title Commitment**” means a Commitment for Issuance of an Owner Policy of Title Insurance by Title Company, as agent for the underwriter, stating the condition of title to the Land. The “effective date” stated in the Title Commitment must be after the Effective Date of this Contract. “**Title Policy**” means an Owner Policy of Title Insurance issued by Title Company, as agent for the underwriter, in conformity with the last Title Commitment delivered to and approved by Buyer.
7. **Survey**. “**Survey**” means an on-the-ground, staked plat of survey and metes-and-bounds description of the Land, prepared by a surveyor satisfactory to Buyer.

B. Deadlines and Other Dates

All deadlines in this Contract expire at 5:00 P.M. local time where the Property is located. If a deadline falls on a Saturday, Sunday, or national holiday, the deadline will be extended to the next day that is not a Saturday, Sunday, or national holiday. A national holiday is a holiday designated by the federal government. Time is of the essence.

1. **Earnest Money Deadline**: Two days after deposit of the fully executed Contract with the Title Company.
2. **Delivery of Due Diligence Documents**: 5 days after the Effective Date.
3. **Delivery of Title Commitment**: Within 15 days after the Effective Date.
4. **Delivery of Survey**: Within 20 days after the Effective Date (if required by Buyer).
5. **Delivery of Title Objections**: 10 days after delivery of the Title Commitment and Survey.
6. **End of Inspection Period**: 30 days after the Effective Date.
7. **Closing Date**: on or before 37 days after the Effective Date.

C. Closing Documents

1. At closing, Seller will deliver the following items:

- a. Special Warranty Deed, substantially in the form of Exhibit "B" attached hereto
- b. Bill of Sale and Assignment, substantially in the form of Exhibit "C" attached hereto
- c. IRS Nonforeign Person Affidavit, in the form required by the Title Company.
- d. New Lease executed by Tenant and guaranteed by New Lease Guarantor.
- e. Evidence of Seller's authority to consummate this transaction, and evidence of Tenant to execute the New Lease and of New Lease Guarantor to guarantee the New Lease..
- f. An assignment of Seller's interest in and to all Leases and all security deposits held by Seller pursuant to the Leases.
- g. An assignment of Seller's interest in all management, leasing, service, supply and maintenance contracts (the "Contracts"), to the extent assumed by Buyer.
- h. A certificate of an authorized officer of Seller that this Contract and the closing documents executed by Seller have been duly authorized, executed and delivered by Seller.
- i. A letter to Tenant advising it of the sale of the Property to Buyer.
- j. Such other documents as may be reasonably required by the Title Company or Buyer in connection with the transactions contemplated by this Contract.

2. At closing, Buyer will deliver the following items:

- a. Evidence of Buyer's authority to consummate this transaction
- b. The Purchase Price by wire transfer otherwise in available or "good" funds such that the Title Company can immediately disburse the funds to Seller by wire transfer at closing.
- c. The New Lease executed by Buyer as lessor.

The documents listed in this Section C are collectively known as the “Closing Documents.”

D. Exhibits

The following are attached to and are a part of this Contract:

Exhibit A—Form of New Lease

Exhibit B—Form of Special Warranty Deed

Exhibit C—Form of Bill of Sale

Exhibit D- Due Diligence items

E. Purchase and Sale of Property

Seller agrees to sell and convey the Property to Buyer, and Buyer agrees to buy and pay Seller the Purchase Price for the Property. The Buyer agrees to deliver Cash via wire at Closing in the amount of **\$3,450,000.00**, constituting the Purchase Price. The promises by Buyer and Seller stated in this Contract are the consideration for the formation of this Contract.

F. Title and Survey

1. Delivery of Title Commitment and Survey. Buyer shall order a Title Policy and must deliver the Title Commitment to Seller promptly after receipt.; Seller shall deliver a copy of the most recent Survey in its possession by not later than five (5) days after the Effective Date, and Buyer shall obtain its own Survey as soon as reasonably possible after the Effective Date if required by Buyer.

2. Title Objections. Buyer has until the deadline stated in section B.5. (“Title Objection Deadline”) to review the Survey and Title Commitment, and legible copies of the title instruments referenced in them and notify Seller of Buyer's objections to any of them (“Title Objections”). Buyer will be deemed to have approved all matters reflected by the Survey and Title Commitment to which Buyer has made no Title Objection by the Title Objection Deadline. The matters that Buyer either approves or is deemed to have approved are “Permitted Exceptions.” If Buyer notifies Seller of any Title Objections, Seller has five days from receipt of Buyer's notice to notify Buyer whether Seller agrees to cure the Title Objections before closing (“Cure Notice”). If Seller does not timely give its Cure Notice or timely gives its Cure Notice but does not agree to cure all the Title Objections before closing, Buyer may, within five days after the deadline for the giving of Seller's Cure Notice, notify Seller that either this Contract is terminated or Buyer will proceed to close, the Title Commitment, remove the liquidated liens and exceptions that arise by, through, or under Seller after the Effective Date, and cure the Title Objections that Seller has agreed to cure in the Cure Notice. If Buyer elects to terminate this Contract in accordance with the terms hereof, Buyer shall immediately receive a refund of its

escrow money, and neither party shall have any further obligations hereunder, except for those obligations which are expressly made to survive the termination. At or before closing, Seller must resolve the items that are listed on Schedule C of the Title Commitment, remove all liquidated liens and exceptions that arise by, through, or under Seller after the Effective Date of this Contract, and cure the Title Objections that Seller has agreed to cure.

G. Inspection Period

1. Review of Due Diligence Documents. Seller will deliver to Buyer copies of the Due Diligence Documents by the deadline stated in section B.2. All costs of Buyer's due diligence review are the responsibility of Buyer.

2. Entry onto the Property. Seller shall provide Buyer with access to the Property, in order for Buyer to conduct such inspections, tests and studies as Buyer may elect of the physical condition of the Property, including without limitation, inspections and testing for the presence of hazardous materials and for structural, mechanical, seismic, electrical and other physical and environmental conditions and or characteristics of the Property, subject to the following:

a. Buyer must deliver evidence to Seller that Buyer has insurance for its proposed inspection activities, in amounts and with coverages reasonably satisfactory to Seller;

b. Buyer may not unreasonably interfere with existing operations or occupants of the Property;

c. Buyer must notify Seller in advance of Buyer's plans to conduct tests so that Seller may be present during the tests;

d. if the Property is materially altered because of Buyer's inspections, Buyer must return the Property to its preinspection condition promptly after the alteration occurs;

e. Buyer must deliver to Seller copies of all inspection reports that Buyer prepares or receives from third-party consultants or Contractors within three days of their preparation or receipt; and

f. Buyer must reasonably abide by any other reasonable entry rules imposed by Seller.

3. Buyer's Right to Terminate. Buyer may terminate this Contract for any reason or no reason at all by notifying Seller before the end of the Inspection Period as determined in section B.6 above. In the event Buyer terminates this Contract pursuant to this section 3, Buyer shall immediately receive a refund of its escrow money, and neither party shall have any further obligations hereunder, except for those obligations which are expressly made to survive the termination.

4. Buyer's Indemnity and Release of Seller

a. *Indemnity.* Buyer will indemnify, defend, and hold Seller harmless from any loss, attorney's fees, expenses, or claims arising out of Buyer's investigation of the Property, except for repair or remediation of existing conditions discovered by Buyer's inspection. The foregoing indemnity shall not survive the Closing Date or earlier termination of this Contract.

b. *Release.* Buyer releases Seller and those persons acting on Seller's behalf from all claims and causes of action (including claims for attorney's fees and court and other costs) resulting from Buyer's investigation of the Property.

H. Representations and Warranties

1. **Seller's Representations to Buyer.** Seller represents to Buyer that the following are true and correct as of the Effective Date and will be true and correct on the Closing Date.

a. *Authority.* Seller is a corporation duly organized, validly existing, and in good standing under the laws of the state of Texas with authority to convey the Property to Buyer. This Contract is, and all documents required by this Contract to be executed and delivered to Buyer at closing will be, duly authorized, executed, and delivered by Seller. The individual signing this Contract on behalf of Seller has the authority to bind the Seller to the Contract terms set forth herein and will not violate any judgements orders or rulings of any court or governmental authority and by signing below it will not result in a breach of the organizational documents of the Seller or any mortgages or documents of indebtedness.

b. *Litigation.* There is no litigation pending or threatened against Seller that might affect the Property or Seller's ability to perform its obligations under this Contract.

c. *Violation of Laws.* Seller has not received notice of violation of any law, ordinance, regulation, or requirements affecting the Property or Seller's use of the Property.

d. *Licenses, Permits, and Approvals.* Seller has not received notice that any license, permit, or approval necessary to operate the Property in the manner in which it is currently operated will not be renewed on expiration or that any material condition will be imposed in order to obtain their renewal.

e. *Condemnation; Zoning; Land Use; Hazardous Materials.* Seller has not received notice of any condemnation, zoning, or land-use proceedings affecting the Property or any inquiries or notices by any governmental authority or third party with respect to the presence of Hazardous Materials on or above or beneath the Property or the migration of Hazardous Materials from the Property.

The term "Hazardous Materials" shall mean (a) those substances included within the definitions of any one or more of the terms "hazardous materials," "hazardous wastes," "hazardous substances," "industrial wastes," and "toxic pollutants," as such terms are defined under the Environmental Laws, or any of them, (b) petroleum and petroleum products, including, without limitation, crude oil and any fractions thereof, (c) natural gas, synthetic gas and any mixtures thereof, (d) asbestos and or any material which contains any hydrated mineral silicate, including, without limitation, chrysotile, amosite, crocidolite, tremolite, anthophyllite and/or actinolite, whether friable or non-friable, (e) polychlorinated biphenyl ("PCBs") or PCB containing materials or fluids, (f) radon, (g) any other hazardous or radioactive substance, material, pollutant, contaminant or waste, and (h) any other substance with respect to which any Environmental Law or governmental authority requires environmental investigation, monitoring or remediation. The term "Environmental Laws" shall mean all federal, state and local laws, statutes, ordinances and regulations, now or hereafter in effect, in each case as amended or supplemented from time to time, including, without limitation, all applicable judicial or administrative orders, applicable consent decrees and binding judgments relating to the regulation and protection of human health, safety, the environment and natural resources (including, without limitation, ambient air, surface, water, groundwater, wetlands, land surface or subsurface strata, wildlife, aquatic species and vegetation), including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. §§ 9601, et seq.), the Hazardous Material Transportation Act, as amended (49 U.S.C. §§ 1801, et seq.), the Federal Insecticide, Fungicide, and Rodenticide Act, as amended (7 U.S.C. §§ 136, et seq.), the Resource Conservation and Recovery Act, as amended (42 U.S. §§ 6901, et seq.) ("RCRA"), the Toxic Substance Control Act, as amended (42 U.S.C. §§ 7401, et seq.), the Clean Air Act, as amended (42 U.S.C. §§ 7401, et seq.), the Federal Water Pollution Control Act, as amended (33 U.S.C. §§ 1251, et seq.), the Occupational Safety and Health Act, as amended (29 U.S.C. §§ 651, et seq.), the Safe Drinking Water Act, as amended (42 U.S.C. §§ 300f, et seq.), any state or local environmental law or counterpart or equivalent of any of the foregoing, and any Federal, state or local transfer of ownership notification or approval statutes, and any other applicable local, state and/or federal environmental laws, rules, regulations, ordinances, administrative and judicial orders relating to the generation, recycling, reuse, sale, storage, handling, transport and disposal of Hazardous Materials including without limitation PCBs, asbestos and asbestos containing materials (or any parcel in proximity thereto) or in any water on or under the Property.

f. No Other Obligation to Sell the Property or Restriction against Selling the Property. Seller has not obligated itself to sell the Property to any party other than Buyer. Seller's performance of this Contract will not cause a breach of any other agreement or obligation to which Seller is a party or to which it is bound.

g. No Liens. On the Closing Date, the Property will be free and clear of all mechanic's and materialman's liens and other liens and encumbrances of any nature except the Permitted Exceptions, and no work or materials will have been furnished to the Property that might give rise to mechanic's, materialman's, or other liens against the

Property other than work or materials to which Buyer has given its consent.

- h. Leases.* There are no unrecorded leases, agreements, options, contracts, or rights of first refusal affecting or relating to the Property in any way other than what has been previously given to Buyer if anything. Except for the Lease with Southern Stretch Forming, there are no Leases or agreements conferring any options, rights or estate in or to the Premises and there are no claims, counterclaims or offsets by any tenant, and all Leases or agreements expire as indicated on said Lease Agreement. The Lease set forth with Southern Stretch Forming as lessee, represent all leases of all tenants and persons in occupancy at the Premises, and is a true, correct and complete copies thereof and has not been amended, modified or supplemented.
- i. No Other Representations.* Except as stated above, Seller makes no representation with respect to the Property.
- j. No Warranty.* Seller has made no warranty in connection with this Contract.
- k. "As Is, Where Is".* THIS CONTRACT IS AN ARMS-LENGTH AGREEMENT BETWEEN THE PARTIES. THE PURCHASE PRICE WAS BARGAINED ON THE BASIS OF AN "AS IS, WHERE IS" TRANSACTION AND REFLECTS THE AGREEMENT OF THE PARTIES THAT THERE ARE NO REPRESENTATIONS, DISCLOSURES, OR EXPRESS OR IMPLIED WARRANTIES, EXCEPT FOR THE WARRANTY OF TITLE STATED IN THE CLOSING DOCUMENTS AND SELLER'S REPRESENTATIONS TO BUYER SET FORTH IN PARAGRAPH 1 OF THIS SECTION H.THE PROPERTY WILL BE CONVEYED TO BUYER IN AN "AS IS, WHERE IS" CONDITION, WITH ALL FAULTS. SELLER MAKES NO WARRANTY OF CONDITION, MERCHANTABILITY, OR SUITABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO ANY PERSONAL PROPERTY. ALL WARRANTIES, EXCEPT THE WARRANTY OF TITLE IN THE CLOSING DOCUMENTS, ARE DISCLAIMED.

I. Condition of the Property until Closing; Cooperation; No Recording of Contract

- 1. Maintenance and Operation. Until closing, Seller will (a) maintain the Property as it existed on the Effective Date, except for reasonable wear and tear and casualty damage, Seller shall maintain its current insurance on the Property and shall not let it lapse, and Seller shall pay all debts, liabilities and operating costs and expenses as they become due and payable until Closing ; (b) operate the Property in the same manner as it was operated on the Effective Date; and (c) comply with all Contracts and governmental regulations affecting the Property; (d) not remove any supplies and equipment now on the Premises to be used in connection with the

operation of the Premises; (e) not grant any liens or cause any instrument to be recorded that would further encumber the Premises in any manner. During the term of this Contract, Seller will not enter into, amend, or terminate any Contract that affects the Property other than in the ordinary course of operating the Property and will promptly give notice to Buyer of each new, amended, or terminated Contract, including a copy of the Contract, in sufficient time so that Buyer may consider the new information before the end of the Inspection Period. If Seller's notice is given within three days before the end of the Inspection Period, the Inspection Period will be extended for three days. After the end of the Inspection Period, Buyer may terminate this Contract if Seller enters into, amends, or terminates any Contract that affects the Property without first obtaining Buyer's written consent.

2. **Casualty Damage.** Seller will notify Buyer promptly after discovery of any casualty damage to the Property. If five (5)% or more of the Property is damaged, destroyed by a fire, suffers other casualty loss before closing, Seller will have no obligation to repair or replace the Property, and Buyer may at its option terminate this Contract by giving notice to Seller within five days after receipt of Seller's notice of the casualty (or before closing if Seller's notice of the casualty is received less than fifteen days before closing) and receive a full refund of the Deposit, or (b) if Buyer does not terminate this Contract, Seller will (a) convey the Property to Buyer in its damaged condition, (b) assign to Buyer all of Seller's rights under any property insurance policies covering the Property, and (c) pay to Buyer the amount of the deductibles and coinsurance provisions under any insurance policies covering the Property, but not in excess of the cost to repair the casualty damage and less any amounts previously paid by Seller to repair the Property. If Seller has not insured the Property and Buyer does not elect to terminate this Contract in accordance with this section, the Purchase Price will be reduced by the cost to repair the casualty damage. In the event less than five (5)% of the Property is damaged, destroyed by a fire, suffers other casualty loss, then Seller restore the Property to the condition it was in as of the end of the Inspection Period.

3. **Condemnation.** Seller will notify Buyer promptly after Seller receives notice that any part of the Property has been or is threatened to be condemned or otherwise taken by a governmental or quasi-governmental authority. Buyer may terminate this Contract if the condemnation would materially affect Buyer's intended use of the Property by giving notice to Seller within five days after receipt of Seller's notice to Buyer (or before closing if Seller's notice is received less than five days before closing).

4. **Claims; Hearings.** Seller will notify Buyer promptly of any claim or administrative hearing that is threatened, filed, or initiated before closing that affects the Property.

5. **Cooperation.** Seller will cooperate with Buyer (a) before and after closing, to transfer the applications, permits, and licenses held by Seller and used in the operation of the Property and to obtain any consents necessary for Buyer to operate the Property after closing and (b) before closing, with any reasonable evaluation, inspection, audit, or study of the Property prepared by, for, or at the request of Buyer.

J. Termination

1. Disposition of Earnest Money after Termination

- a. *To Buyer.* If Buyer terminates this Contract in accordance with any of Buyer's rights to terminate, Seller will, within one day of receipt of Buyer's termination notice, authorize Title Company to deliver the Earnest Money to Buyer.
- b. *To Seller.* If Seller terminates this Contract in accordance with any of Seller's rights to terminate, Buyer will, within one days of receipt of Seller's termination notice, authorize Title Company to pay and deliver the Earnest Money to Seller.

2. Duties after Termination. If this Contract is terminated, Buyer will promptly return to Seller or destroy (at Buyers discretion) all documents relating to the Property that Seller has delivered to Buyer and all copies that Buyer has made of the documents. After the return or destruction of the documents and copies, neither party will have any further duties or obligations to the other under this Contract, except for confidentiality obligations of Buyer with respect to existing confidentiality agreements between Seller and Buyer (which confidentiality agreements are hereby expressly not altered or terminated by the execution of this Contract).

K. Closing

1. Closing. This transaction will close via escrow at Title Company's offices, using Title Company as Escrow Agent, at the Closing Date and Closing Time. At closing, the following will occur:

- a. *Closing Documents.* The parties will execute and deliver the Closing Documents.
- b. *Payment of Purchase Price.* Buyer will deliver the Purchase Price and other amounts that Buyer is obligated to pay under this Contract (if any) to Title Company in funds acceptable to Title Company. The Earnest Money will be applied to the Purchase Price.
- c. *Disbursement of Funds; Recording; Copies.* Title Company will be instructed to disburse the Purchase Price and other funds in accordance with this Contract, record the Special Warranty Deed and the other Closing Documents directed to be recorded, and distribute documents and copies in accordance with the parties' written instructions.
- d. *Possession.* Seller will deliver possession of the Property to Buyer, subject to the Permitted Exceptions existing at closing and the terms and provisions of the New Lease.

2. Transaction Costs

- a. *Seller's Costs.* Seller will pay: the cost of the owner's Title Policy; one-half of the escrow fee or closing fee charged by the Title Company; ad valorem taxes on the Property that are due and unpaid (if any); the costs to prepare the Special Warranty Deed;

the costs to record the Special Warranty Deed; the costs to obtain, deliver, and record releases of all liens to be released at closing (if any); the costs to record all documents to cure Title Objections agreed to be cured by Seller; and Seller's own expenses and attorney's fees. No broker's or finder's fees are payable by Seller in connection with this transaction.

b. *Buyer's Costs.* Buyer will pay: one half of the escrow fee or closing fee charged by Title Company; the costs to obtain, deliver, and record all documents other than those to be recorded at Seller's expense; the cost of a new Survey (if desired by Buyer); the costs to obtain financing of the Purchase Price (if any), including the incremental premium costs of mortgagee's title policies and endorsements and deletions required by Buyer or Buyer's lender; all costs of Buyer's due diligence review; any broker's or finder's fees for persons engaged by Buyer; and Buyer's own expenses and attorney's fees.

c. *Ad Valorem Taxes.* Seller shall pay all ad valorem taxes for the Property for calendar years prior to the Closing Date. Under the terms of the New Lease, Tenant shall be responsible for payment of ad valorem taxes for the Property for the calendar year of closing, and there will be no proration of taxes between Buyer and Seller. All taxes due as of closing will be paid on or before closing.

d. *Income and Expenses.* Income and expenses pertaining to operation of the Property prior to the Closing Date on an accrual basis shall be allocated to Seller (and shall be to the credit or obligation of Seller, as the case may be) but shall not be treated as a credit or debit adjustment to the Purchase Price. On the Closing Date, Buyer shall execute the New Lease, and all income from the New Lease shall be to the credit of Buyer, and the expenses of operating the Property shall be the responsibility of Tenant, as set forth in the New Lease.

e. *Brokers' Commissions.* Seller has engaged Ascension (including its representatives Jonathan Eckerd, Evan Sterling and Ken Johnson II) ("Seller's Broker") as its broker to represent it in this transaction. Ascension may engage local Wisconsin brokers to assist it. There are no other brokers involved, and Buyer and Seller each indemnify and agree to defend and hold the other party harmless from any loss, attorney's fees, and court and other costs arising out of a claim by any person or entity claiming by, through, or under the indemnitor for a broker's or finder's fee or commission because of this transaction or this Contract (other than the Broker's fee), whether the claimant is disclosed to the indemnitee or not. The obligations of this clause shall survive the Closing or the earlier termination of this Contract.

L. Default and Remedies

1. *Seller's Default.* If Seller fails to perform any of its obligations under this Contract including the failure to sign the New Lease at Closing, or if any of Seller's representations is not true and correct as of the Effective Date or on the Closing Date ("Seller's Default"), Buyer may

elect either of the following as its sole and exclusive remedy:

- a. *Termination; Liquidated Damages.* Buyer may terminate this Contract by giving notice to Seller on or before the Closing Date and receive a refund of the Earnest Money. If Seller's Default occurs after Buyer has incurred costs to investigate the Property after the Effective Date and Buyer terminates this Contract in accordance with the previous sentence, Seller will also pay to Buyer as liquidated damages, the amount of Buyer's actual out-of-pocket expenses incurred to arm's-length third-parties to investigate the Property after the Effective Date, within ten days of delivery to Seller of copies of paid receipts from such third-parties.
 - b. *Specific Performance.* Unless Seller's Default relates to the untruth or incorrectness of Seller's representations for reasons not reasonably within Seller's control, Buyer may enforce specific performance of Seller's obligations under this Contract. If title to the Property is awarded to Buyer, the conveyance will be subject to the matters stated in the Title Commitment.
2. *Buyer's Default.* If Buyer fails to perform any of its obligations under this Contract ("Buyer's Default"), Seller may, as its sole remedy, terminate this Contract by giving notice to Buyer and have the Earnest Money paid to Seller.
 3. *Liquidated Damages.* The parties agree that just compensation for the harm that would be caused by a default by either party cannot be accurately estimated or would be very difficult to accurately estimate and that the Earnest Money and the amounts provided above are reasonable forecasts of just compensation to the non-defaulting party for the harm that would be caused by a default.
 4. *Attorney's Fees.* If either party retains an attorney to enforce this Contract, the party prevailing in litigation is entitled to recover reasonable attorney's fees and court and other costs.

M. Environmental Matters

BEFORE CLOSING, AS BETWEEN BUYER AND SELLER, THE RISK OF LIABILITY OR EXPENSE FOR ENVIRONMENTAL PROBLEMS WILL BE THE SOLE RESPONSIBILITY OF SELLER

AFTER CLOSING, AS BETWEEN BUYER AND SELLER, THE RISK OF LIABILITY OR EXPENSE FOR ENVIRONMENTAL PROBLEMS WILL BE THE SOLE RESPONSIBILITY OF BUYER

N. Miscellaneous Provisions

1. *Notices.* Any notice required by or permitted under this Contract must be in writing. An

email shall constitute writing and valid notice. Any notice required by this Contract will be deemed to be delivered at the earliest of: (i) (whether actually received or not) three business days after when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this Contract, (ii) the date personally delivered, or (iii) the next business day after deposit with a nationally recognized overnight delivery service, when sent by next-day delivery. Any address for notice may be changed by written notice delivered as provided herein. Notice from Buyers or Sellers counsel to Buyer or Sellers counsel shall constitute notice under this Contract.

2. *Entire Contract.* This Contract, together with its exhibits, and any Closing Documents delivered at closing constitute the entire agreement of the parties concerning the sale of the Property by Seller to Buyer. There are no oral representations, warranties, agreements, or promises pertaining to the sale of the Property by Seller to Buyer not incorporated in writing in this Contract, other than confidentiality obligations of Buyer pursuant to a separate nondisclosure agreement.

3. *Amendment.* This Contract may be amended only by an instrument in writing signed by the parties.

4. *Prohibition of Assignment.* Buyer may not assign this Contract or any of Buyer's rights under it without Seller's prior written consent, and any attempted assignment is void. This Contract binds, benefits, and may be enforced by the parties and their respective heirs, successors, and permitted assigns.

5. *Assignment.* Buyer may assign this Contract and Buyer's rights under it only to an entity in which Buyer possesses, directly or indirectly, the power to direct or cause the direction of its management and policies, whether through the ownership of voting securities or otherwise, and any other assignment is void. This Contract binds, benefits, and may be enforced by the parties and their respective heirs, successors, and permitted assigns.

6. *Survival.* The obligations of this Contract that cannot be performed before termination of this Contract or before closing will survive termination of this Contract or closing, and the legal doctrine of merger will not apply to these matters. If there is any conflict between the Closing Documents and this Contract, the Closing Documents will control.

7. *Choice of Law; Alternative Dispute Resolution.* This Contract will be construed under the laws of the state of in which the Property is located. Time permitting, the parties will submit in good faith to an alternative dispute resolution of mediation before filing a suit concerning this Contract.

8. *Waiver of Default.* It is not a waiver of default if the nondefaulting party fails to declare immediately a default or delays taking any action with respect to the default.

9. *No Third-Party Beneficiaries.* There are no third-party beneficiaries of this Contract.

10. *Severability.* The provisions of this Contract are severable. If a court of competent jurisdiction finds that any provision of this Contract is unenforceable, the remaining provisions will remain in effect without the unenforceable parts.

11. *Ambiguities Not to Be Construed against Party Who Drafted Contract.* The rule of construction that ambiguities in a document will be construed against the party who drafted it will not be applied in interpreting this Contract.

12. *No Special Relationship.* The parties' relationship is an ordinary commercial relationship, and they do not intend to create the relationship of principal and agent, partnership, joint venture, or any other special relationship.

13. *Counterparts.* If this Contract is executed in multiple counterparts, all counterparts taken together will constitute this Contract. An electronic signature shall be considered a valid signature for this Contract.

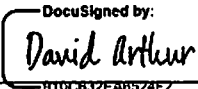
14. *Confidentiality.* The parties will keep confidential this Contract, this transaction, and all information learned in the course of this transaction, except to the extent disclosure is required by law or court order or to enable third parties to advise or assist Buyer to investigate the Property or either party to close this transaction.

15. *1031 Exchange.* The parties acknowledge that Buyer may desire to complete the transaction anticipated herein as part of a "like-kind" exchange and qualifying use within the meaning of Section 1031 of the Internal Revenue Code of 1986, as amended. The Parties agree that the Buyer reserves the right to assign its rights, but not its obligations, hereunder to a qualified intermediary on or before the Closing Date, and the Seller agrees to cooperate in the like-kind exchange, and to sign any documents at Closing reasonably required to accomplish such exchange, all at the sole cost and expense of the Buyer.

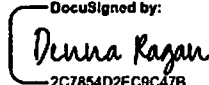
IN WITNESS WHEREOF, the parties have executed this Contract on the dates set forth below.

SELLER:

ARTHUR RENTALS WISCONSIN, INC.

By: 
David Arthur, President
Date: 11/7/2022

BUYER:

PREMIER PROPERTY LLC 
By: Denna Ragan, Member
Date: 11/7/2022

Title Company acknowledges a copy of this Contract executed by both Buyer and Seller.

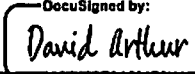
TITLE COMPANY:

By: _____
Date: _____

IN WITNESS WHEREOF, the parties have executed this Contract on the dates set forth below.

SELLER:

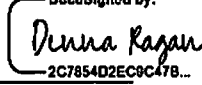
ARTHUR RENTALS WISCONSIN, INC.

By: 
David Arthur, President

Date: 11/7/2022

BUYER:

PREMIER PROPERTY LLC

By: 
Denna Ragan, Member

Date: 11/7/2022

Title Company acknowledges a copy of this Contract executed by both Buyer and Seller.

TITLE COMPANY:

By: 
Chr. Stephen Olson, Commercial Escrow officer

Date: 11/8/2022

Exhibit A
Form of the New Lease

TRIPLE NET (NNN) LEASE AGREEMENT

7555 STEWART AVE, WAUSAU, WI

This Triple-Net (NNN) Lease Agreement for 7555 Stewart Ave, Wausau, WI ("Agreement") is made December __, 2022 by and between:

Landlord: Premier Property LLC, 2238 E. Glenalden Dr., Germantown, TN 38139 ("**Lessor**") and

Tenant: Southern Stretch Forming - Wisconsin, Inc., P.O. Box 50047, Denton, Texas 76206 ("**Lessee**")

For purposes of guaranteeing the financial obligations of Lessee hereunder, this Agreement is joined in by the parent company of Lessee, Southern Stretch Forming & Fabrication, Inc., P.O. Box 50047, Denton, Texas 76206 ("**Guarantor**")

HEREINAFTER, the Lessor, Lessee and Guarantor ("**Parties**") agree to enter into an Agreement for the leasing of commercial real estate in accordance with the following terms:

1. **PREMISES.** The Lessee agrees to rent the property located at 7555 Stewart Ave, Wausau WI 54401, ("**Premises**"), including the buildings located thereon, together with the right of ingress and egress, and parking areas, pursuant to the following terms and conditions:
2. **RENTABLE SPACE.** The total rentable space in the building on the Premises consists of approximately 57,582 square feet.
3. **USE.** The Lessee shall be allowed to use the Premises as a manufacturing and warehousing facility. The aforementioned use(s) shall be referred to as the "**Permitted Use(s)**". Any use by the Lessee that does not correspond to the Permitted Use(s) shall be by prior written consent of the Lessor only. Lessee shall comply with all present and future laws, ordinances, rules, regulations and requirement of all federal, state and municipal government and governmental agencies which are applicable to the Lessee in its use and occupancy of the Premises. Lessee shall not use or permit anything on the premises which may be illegal, or constitute a private or public nuisance.
4. **INITIAL TERM.** This Agreement shall have an initial period of approximately 180 months beginning December __, 2022, and ending on December 31, 2037 ("**Initial Term**").

5. **MONTHLY RENT.** The rent amount (the "**Rent**") for the initial period of December __, 2022 to December 31, 2023 shall be: Twenty-one Thousand Five Hundred Sixty-two and 50/100 Dollars (\$21,562.50) per month payable in advance on the 1st day of every month. Lessee shall prepay the rent on a prorata basis at the commencement of this Lease for the remaining days until January 1, 2023. The rent shall increase during the Initial Term as follows:

From January 1, 2024 to December 31, 2024, Monthly Rent of \$21,993.75 and annual rent of \$263,925.00

From January 1, 2025 to December 31, 2025, Monthly Rent of \$22,433.63 and annual rent of \$269,203.56

From January 1, 2026 to December 31, 2026, Monthly Rent of \$22,882.30 and annual rent of \$274,587.60

From January 1, 2027 to December 31, 2027, Monthly Rent of \$23,339.95 and annual rent of \$280,079.40

From January 1, 2028 to December 31, 2028, Monthly Rent of \$23,806.75 and annual rent of \$285,681.00

From January 1, 2029 to December 31, 2029, Monthly Rent of \$24,282.89 and annual rent of \$291,394.68

From January 1, 2030 to December 31, 2030, Monthly Rent of \$24,768.55 and annual rent of \$297,222.60

From January 1, 2031 to December 31, 2031, Monthly Rent of \$25,263.82 and annual rent of \$303,167.04

From January 1, 2032 to December 31, 2032, Monthly Rent of \$25,769.10 and annual rent of \$309,229.20

From January 1, 2033 to December 31, 2033, Monthly Rent of \$26,284.48 and annual rent of \$315,413.76

From January 1, 2034 to December 31, 2034, Monthly Rent of \$26,810.17 and annual rent of \$321,722.04

From January 1, 2035 to December 31, 2035, Monthly Rent of \$27,346.37 and annual rent of \$328,156.44

From January 1, 2036 to December 31, 2036, Monthly Rent of \$27,893.30 and annual rent of \$334,719.60

From January 1, 2037 to December 31, 2037, Monthly Rent of \$28,451.17 and annual rent of \$341,414.04

6. **SECURITY DEPOSIT.** \$21,562.50

7. **LATE FEE.** If any payment or charges due by the Lessee to the Lessor are not made within 10 calendar days, the Lessor shall charge a late fee in the amount of \$100.00 per day for each day thereafter that Rent is late.

8. **RENEWAL OPTIONS.** The Lessee shall the option to renew this Agreement by providing at least 90 days', but not more than 270 days, written notice to Lessor

before any ending termination date. The Lessee shall have five renewal period(s) as follows:

- 1st Renewal Period: From January 1, 2038 to December 31, 2042
- 2nd Renewal Period: From January 1, 2043 to December 31, 2047
- 3rd Renewal Period: From January 1, 2048 to December 31, 2052
- 4th Renewal Period: From January 1, 2053 to December 31, 2057
- 5th Renewal Period: From January 1, 2058 to December 31, 2062

The Rent for each Renewal Period will increase 2% each year.

The Initial Term plus any renewal periods shall be referred to as the "Term".

9. **POSSESSION.** Possession shall commence under this Lease on December __, 2022. The parties acknowledge that Lessee has been in possession of the Premises for several years under a prior lease with previous owner. Lessee shall not be required to move or make any alterations to the Premises and accepts the Premises "as is" in its current condition.
10. **INDEMNITY AND LIABILITY INSURANCE.** Neither Lessor nor any of its officers, directors, employees or agents shall be liable to Lessee, or to Lessee's agents, servants, employees, customers, licensees, or invitees for any injury to person or damage to property caused by any act, omission, or neglect of Lessee, its agents, servants, employees, customers, invitees, licensees or any other person entering the Leased Premises under the invitation of Lessee or arising out of the use of the Leased Premises by Lessee and the conduct of its business or out of a default by Lessee in the performance of its obligations hereunder. Lessee shall indemnify, defend and hold Lessor harmless from all loss, liability, costs, damages, and expenses that may occur or be claimed with respect to any person or persons, or property on or to the common areas, resulting from any act done or omission by or through Lessee, its agents, employees, invitees, or any person. Lessee shall maintain, at all times during the Term, comprehensive general liability insurance with an insurance company licensed to do business in the state in which the Premises is located and satisfactory to Lessor, properly protecting and indemnifying Lessee with single limit coverage of not less than Two Million Dollars (\$2,000,000) for injury or death of persons and One Million Dollars (\$1,000,000) for property damage.
11. **LESSOR'S RIGHT OF ENTRY.** Lessor and its authorized representatives shall have the right to enter the Premises at all reasonable times, upon reasonable prior oral or written notice to Lessee (or without notice at any time during or after an emergency) to inspect the Leased Premises or to show the Leased Premises to prospective purchasers or lender or to abate nuisances, to cure dangerous conditions, repair waste and to make repairs, alterations, improvements or additions to the Leased Premises or to the building of which the Leased

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Premises are a part, as Lessor may deem reasonably necessary without the same constituting an eviction of Lessee in whole or in part, and no Rent shall abate as a result of such entry. During the last 90 days of the Term, provided that Lessee has not delivered a notice of intent to renew, Lessor may display a "For Rent" sign on the Premises and show the Premises to prospective lessees.

- 12. DAMAGE BY CASUALTY.** If during the Term the Premises shall be partially damaged by fire or another casualty, unless there is Major Damage and Lessor elects not to repair, Lessor shall promptly repair the Premises and Rent shall be abated prorata (based on square footage that is untenable for Lessee's purposes compared to total square footage of the building) until the Premises has been restored to a condition as it was immediately prior to the destruction. "**Major Damage**" shall mean damage to more than 25% of the square footage of the building or the cost of repairs constitutes more than 25% of the then current fair market value of the Premises. In the event of Major Damage, Lessor shall notify, within 10 days following such casualty, of Lessor's intent to repair. If Lessor does not elect within such time period to repair, then, at the option of Lessee, this Agreement shall terminate from the date of such damage or destruction. Lessee shall exercise this option to so terminate this Agreement by notice in writing delivered to Lessee within 20 days after such casualty. Following such 20-day period, Lessee shall immediately surrender said Premises and all interest therein to Lessor, and Lessee shall pay Rent up until the date of casualty. If Lessor does not elect to terminate this Agreement, this Agreement shall continue in full force and effect, and Lessor shall expeditiously repair the Premises, placing the same in as good a condition as they were at the time of the damage or destruction. Rent shall be prorated taking into account the amount of time and the amount of space Lessee is unable to occupy of the building on the Premises. Lessee may not make a claim for compensation because of any inconvenience or loss of business arising from the necessity of repairing any portion of the building or the Premises.
- 13. NOTICES.** Any notice hereunder shall be sufficient if (i) personally delivered, (ii) sent by U.S. certified mail, or (iii) sent by nationally recognized overnight delivery service. Any such notice shall be addressed to the other Parties at their respective addresses set forth in the preamble of this Agreement, as such addresses may be updated from time to time by notice to the other Parties. Notices shall be deemed delivered on the earliest of (i) the date of personal delivery, (ii) four days after mailing if sent certified mail, or (iii) one day after deposit with a nationally recognized delivery service for next day delivery.
- 14. OPERATING EXPENSES.** Unless otherwise modified under this Agreement, Lessor and Lessee agree that this Agreement shall be considered a triple net lease. Lessee agrees to pay directly (or reimburse Lessor upon presentation of paid receipts therefor) for one hundred percent (100%) of all costs of operating and maintaining the building and related parking areas which shall include,

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without limitation, real estate and personal property taxes and assessments, heating, electricity, water, waste disposal, sewage, operating materials and supplies, service agreements and charges, lawn care, snow removal, restriping, repairs, repaving, cleaning and custodial, security, insurance, and all other direct operating costs of operating and maintaining the building and related parking areas, unless expressly excluded from operating expenses ("**Operating Expenses**"). Notwithstanding the foregoing, Operating Expenses shall not include any amount related to (i) a capital account or capital improvement; (ii) ground leases; (iii) principal or interest payments on any mortgage or deed of trust on the Premises; (iv) any amount for which Lessor is reimbursed through insurance, by third persons, or directly by other Lessees of the Premises; (v) repair costs as a result of fire, windstorm, or other casualty, (vi) leasing commissions and other expenses incurred in connection with leasing any other area located on the premises to any other party; (vii) fees for Lessor's accounting, management or marketing of the Property; and (viii) costs of items and services for which Lessee reimburses Lessor or pays third persons directly.

15. TAXES. During the Term, Lessee shall be obligated to pay the real estate taxes and any other taxes including leasehold taxes and/or assessments (collectively, the "**Taxes**") attributable to the Premises and accruing during the Term. Lessor shall deliver a copy of the ad valorem real estate tax statement to Lessee within 15 days after receipt of same by Lessor from the taxing authorities, and Lessee shall directly pay the real estate taxes to the taxing authorities on or before the due date. Lessee shall deliver a paid tax receipt to Lessor promptly after payment of the taxes. In the event Lessee does not make any tax payment required hereunder, Lessee shall be in default of this Agreement, and Lessee shall be responsible for any penalties or interest imposed by the taxing authorities.

16. PROPERTY INSURANCE. Lessee shall, throughout the term of this Agreement and any extensions thereof, pay for fire and extended coverage casualty insurance for the building and other improvements on the Premises, with such comprehensive endorsements and in such amounts as Lessor may deem reasonably necessary, and shall show the Lessee and the Lessor, and Lessor's lender, if any, as the insured thereon. Lessee shall also obtain and pay for loss of rent coverage. Lessee shall ensure the insurance remains in force throughout the Term and provide Lessor with copies of any policies or certificates evidencing such coverage. The policies shall be in form and content reasonably required by Lessor and shall be issued by an insurance company reasonably approved by Lessor and shall contain a clause that the insurer will not cancel, materially modify, or fail to renew the insurance without first giving Lessor thirty (30) days prior written notice. If Lessee fails to keep the insurance in effect, Lessee shall be in default hereunder and Lessor may, at its option, immediately obtain insurance coverage as provided for herein and charge Lessee for the cost thereof.

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17. REPAIRS AND MAINTENANCE. Lessee shall maintain the Premises in good repair, keeping the Premises in a condition at least reasonably equal to the condition of the Premises as of the inception of this Lease. The Lessee shall be responsible for all garbage and waste removal resulting from its occupancy of the Premises. Lessee shall be responsible for interior janitorial services in the Premises. Lessee shall maintain the parking areas and landscaping (all in a condition at least reasonably equal to the condition as of the inception of this Lease). Lessee shall be responsible for all repairs and replacements to the building on the Premises, including mechanical systems, HVAC, electrical, plumbing, roof, interior walls, floors, ceilings, doors and windows, as necessary to maintain the Premises in good repair and condition.

18. LESSOR'S RIGHT TO TAKE ACTION. In the event that Lessee fails to perform Lessee's obligations, or any portion thereof, under Paragraphs 14 through 17 hereof, following written notice to Lessee and Lessee's failure to cure the default within 30 days thereafter (or if such default cannot be reasonably cured within such 15 day period, that Lessee has begun such cure and is diligently proceeding), Lessor shall have the right, but not the obligation to undertake to pay or perform such obligations of Lessee and Lessee shall be responsible for reimbursement to Lessor for the out-of-pocket costs of Lessor for performing or paying for such obligations. Lessee shall reimburse Lessor within not more than 10 days of presentation of receipts to Lessee for such costs paid for by Lessor. Lessor shall always have the right to enter the Premises and take such action as it may deem reasonably necessary to preserve the Premises in the event of an emergency.

19. LIENS. Lessee shall have no authority, express or implied, to create or place any lien or encumbrance of any kind or nature whatsoever upon, or in any manner to bind the interest of Lessor in the Premises or to charge the rentals payable hereunder for any claim in favor of any person dealing with Lessee, including those who may furnish materials or perform labor for any construction or repairs, and each such claim shall affect and each such lien shall attach to, if at all, only the leasehold interest granted to Lessee by this instrument.

20. ASSIGNMENT AND SUBLETTING. Lessee shall not assign, transfer, or encumber this Agreement in any way and shall not sublease the Premises or any part thereof other than to affiliates of Lessee, or allow any other person to be in possession thereof without the prior written consent of Lessor, in each instance. For the purpose of this provision, any transfer of a majority or controlling interest in Lessee (whether in one or more related or unrelated transactions), whether by transfer of stock, consolidation, merger, transfer of a partnership interest or transfer of any or all of Lessee's assets or otherwise, or by operation of law, shall be deemed an assignment of this Agreement. Notwithstanding any permitted assignment or subletting, Lessee shall at all times remain directly, primarily, and wholly responsible and liable for the

payment of the Rent herein specified and for compliance with all of its other obligations under the terms and provisions of this Agreement.

- 21. SIGNAGE AND ALTERATIONS.** Other than the signs existing at the inception of this Lease (which are approved by Lessor), Lessee shall not place any signs, billboards, or advertisements upon the Premises without the prior written consent of Lessor. Lessee is responsible for the costs of any permitted signage. Lessee shall not make any material or structural alterations or additions in or to the Premises without the prior written consent of Lessor.
- 22. TOXIC OR HAZARDOUS MATERIALS.** Lessee shall not store, use, or dispose of any toxic or hazardous materials in, on, or about the Premises without the prior written consent of Lessor. Lessee shall be solely responsible for and shall defend, indemnify and hold Lessor, and its agents and employees, harmless from and against all claims, costs, and liabilities, including attorney's fees and expenses, arising out of or in connection with the Lessee storage, use, or disposal of any toxic or hazardous material in, on, or about the Premises. Lessee's obligations under this paragraph shall survive the termination of this Agreement.
- 23. CONDITION OF PREMISES.** Lessee acknowledges that it has inspected the Premises and Lessee accepts the Premises in its current condition. At the end of the Term, Lessee, at its expense, shall (i) surrender the Premises in the same condition as existed at the time the commencement of the Term, reasonable wear and tear excepted; (ii) have removed all of Lessee's property from the Premises; (iii) have repaired any damage to the Premises caused by the removal of Lessee's Property; and (iv) leave the Premises free of trash and debris and the building in "broom clean" condition.
- 24. PERSONAL PROPERTY.** Lessor shall not be liable for any loss or damage to any inventory, goods, fixtures, improvements, or personal property of Lessee on or about the Premises.
- 25. APPLICATION OF LAW.** Lessee shall comply with all laws, ordinances, regulations and other legal requirements affecting the Premises and the use thereof, and Lessee shall indemnify, defend and hold Lessor harmless from expense or damage resulting from failure to do so.
- 26. FIXTURES.** Except for Lessee's personal property, equipment and trade fixtures, all buildings, repairs, alterations, additions, improvements, installations, and other non-trade fixtures installed or erected on the Premises, whether by or at the expense of Lessor or Lessee, shall belong to Lessor and shall remain on and be surrendered with the Premises at the expiration or termination of this Agreement. However, at Lessor's option, Lessee shall remove Lessee's alterations or improvements prior to the expiration of this Agreement and return

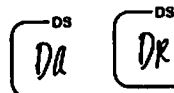
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the Premises to its original condition.

27. EMINENT DOMAIN. Should all or a part of the Premises be taken under eminent domain so that the Premises are unsuitable, in Lessee's reasonable opinion, for Lessee's use, then the term of this Agreement shall terminate as of the date that title shall vest in the acquiring authority and the Rent and other charges shall be adjusted as of the date of such taking. The Lessor shall be entitled to the proceeds of the eminent domain award made to Lessor. Nothing herein shall be construed to prevent Lessee from separately pursuing a claim against the requisite authority for Lessee's independent loss or damages to the extent available, provided, however, that no award to Lessee shall reduce the award to Lessor. Lessee shall have no claim against Lessor for the value of the unexpired term of this Agreement.

28. WAIVER OF SUBROGATION. The parties will each look to their own insurance for recovery of any loss resulting from fire or another casualty. Lessor and Lessee release one another from such claims and waive any right of recovery of insured claims by anyone claiming through them, by way of subrogation or otherwise, including their respective insurers. This release and waiver shall remain effective despite either party's failure to obtain insurance. If either party fails to obtain insurance, it bears the full risk of its own loss.

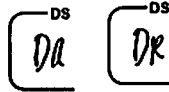
29. DEFAULT AND REMEDIES. If: (a) Lessee fails to comply with any term, provision, condition, or covenant of this Agreement and such failure continues for more than 45 days following written notice to Lessee; (b) Lessee deserts or vacates the Premises; (c) any petition is filed by or against Lessee under any section or chapter of the Federal Bankruptcy Act, as amended, or under any similar law or statute of the United States or any state thereof and such action is not vacated or dismissed within 60 days; (d) Lessee becomes insolvent or makes a transfer in fraud of creditors; (e) Lessee makes an assignment for the benefit of creditors; or (f) a receiver is appointed for Lessee or any of the assets of Lessee, then in any of such events, Lessee shall be in default and Lessor shall have the option to do any one or more of the following: (i) enter the Premises either with or without process of law and to expel, remove and put out Lessee or any other persons thereon, together with all personal property; (ii) terminate this Agreement; (iii) relet said Premises or any part thereof for such term or terms and at such terms and conditions as Lessor in its sole discretion may deem advisable. In the event there are rents received by Lessor from such reletting, the rents so received shall be applied in order as follows: (i) to the payment of any indebtedness from Lessee to Lessor other than Rent due; (ii) to the payment of any costs and expenses of such reletting, including, but not limited to, attorney's fees, advertising fees, and brokerage fees, and (iii) to the payment of Rent due and payable hereunder. If after applying said rentals there is any deficiency in the Rent to be paid by Lessee under this Agreement, Lessee shall pay any such deficiency to Lessor and



such deficiency shall be calculated and collected by Lessor monthly. No such re-entry or taking possession of said Premises shall be construed as an election on Lessor's part to terminate this Agreement unless a written notice of such intention is given to Lessee. Notwithstanding any such reletting without termination, Lessor may at any time terminate this Agreement by reason of any default, in addition to any other remedy it may have.

30. **WAIVER.** The rights and remedies of Lessor under this Agreement, as well as those provided by law, shall be cumulative, and none shall be exclusive of any other rights or remedies. A waiver by Lessor of any breach or default of Lessee shall not be deemed or construed to be a continuing waiver of such breach or default nor as a waiver of or permission, expressed or implied, for any subsequent breach or default. It is agreed that the acceptance by Lessor of any installment of Rent subsequent to the date the same should have been paid shall not alter the covenant and obligation of Lessee to pay subsequent installments of Rent promptly upon the due date. Receipt by Lessor of partial payment after Lessee's default shall not be construed to be or constitute a cure of any such default. No receipt of money by Lessor before or after the termination of this Agreement shall in any way reinstate, continue, or extend the term above demised.
31. **SUBORDINATION.** This Agreement shall be subject and subordinate at all times to any existing mortgages and any mortgages hereinafter obtained on the Premises. Lessee agrees to execute estoppel and attornment certificates that may be required by a mortgage lender, provided lender also agrees to Lessee's quiet enjoyment of the Premises providing this Agreement is not in default.
32. **SUCCESSORS.** The provisions, covenants, and conditions of this Agreement shall bind and inure to the benefit of the legal representatives, heirs, successors, and assigns of each of the parties hereto, except that no assignment or subletting by Lessee without the written consent of Lessor shall vest any rights in the assignee or sublessee of Lessee.
33. **QUIET POSSESSION.** Lessor agrees, so long as Lessee fully complies with all of the terms, covenants, and conditions of this Agreement, that Lessee shall and may peaceably and quietly have, hold, and enjoy the Premises for the Term. Such right to quiet enjoyment shall be binding upon Lessor, its heirs, successors, or assigns, but only during such party's ownership of the Premises.
34. **AUTHORITY.** Lessor and Lessee further covenant and represent that each has full right, title, power, and authority to make, execute, and deliver this Agreement.

35. **BANKRUPTCY.** Neither this Agreement nor any interest therein nor any estate hereby created shall pass to any trustee or receiver in bankruptcy or to any other receiver or assignee for the benefit of creditors by operation of law or otherwise during the Term or any renewal thereof.
36. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement between the parties, and no modification of this Agreement shall be binding upon the parties unless evidenced by an agreement in writing signed by Lessor and Lessee after the date hereof. If more than one Lessee is named herein, the provisions of this Agreement shall be applicable to and binding upon such Lessees, jointly and severally.
37. **ESTOPPEL CERTIFICATES.** Lessee shall at any time upon written notice by Lessor, with notice providing Lessee no less than ten (10) days, execute, acknowledge, and deliver to Lessor or to any lender of or purchaser from Lessor a statement in writing certifying that this Agreement is unmodified and in full force and effect (or if modified, stating the nature of such modification) and the date to which the Rent and other charges are paid in advance, if any, and acknowledging that there are not, to Lessee's knowledge, any uncured defaults on the part of Lessor, or specifying such defaults if any are claimed. Any such statement may be conclusively relied upon by any prospective purchaser or encumbrances of the Premises or of the business of Lessor.



IN WITNESS WHEREOF, the parties have indicated their acceptance of the terms of this Agreement by their signatures below on the dates indicated.

Lessor:

Premier Property LLC

By: _____
Denna Ragan

Lessee:

SOUTHERN STRETCH FORMING – WISCONSIN, INC.

By: _____
David Arthur, President

The undersigned Guarantor, for good and valuable consideration, hereby fully and unconditionally guarantees payment of all obligations of Lessee under this Agreement.

Guarantor:

SOUTHERN STRETCH FORMING & FABRICATION, INC.

By: _____
David Arthur, President

Exhibit B

Form of the Special Warranty Deed

(State Bar of Wisconsin form for Special Warranty Deed is acceptable)

SPECIAL WARRANTY DEED

THIS DEED, made between Arthur Rentals-Wisconsin, Inc., a Texas corporation ("Grantor," whether one or more) and Premier Property LLC, a Tennessee limited liability company ("Grantee," whether one or more).

Grantor, for a valuable consideration, conveys to Grantee the following described real estate, together with the rents, profits, fixtures and other appurtenant interests, in Marathon County, State of Wisconsin ("Property") (if more space is needed, please attach addendum):

Land described in Certified Survey Map No. 1158 recorded in the office of the Register of Deeds for Marathon County, Wisconsin, in Volume 5 of Certified Survey Maps on page 86, as Document No. 705044; being a part of the South one-half (S ½) of the Northeast quarter (NE¼) of Section thirty-six (36), Township twenty-nine (29) North, Range six (6) East, in the City of Wausau, Marathon County, Wisconsin; excepting any part thereof used for highway purposes; subject to easements of record.

Grantor warrants that the title to the Property is good, indefeasible in fee simple and free and clear of encumbrances (except any municipal and zoning ordinances and agreements entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use restrictions and covenants, and general taxes levied in the year of closing), by through and under Grantor, but not otherwise.

Dated: December __, 2022

Grantor:

Arthur Rentals-Wisconsin, Inc.

By: _____
David Arthur, President

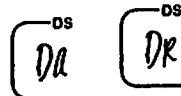


Exhibit C

Form of the Bill of Sale

Bill of Sale And Assignment

STATE OF WISCONSIN)
)
COUNTY OF MARATHON)

KNOW ALL BY THESE PRESENTS:

THAT ARTHUR RENTALS – WISCONSIN, INC, a Texas corporation ("**Grantor**"), for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration to Grantor in hand paid by Premier Property LLC, a Tennessee limited liability company ("**Grantee**"), has Granted, Sold, Assigned, Transferred, Conveyed, and Delivered and does by these presents Grant, Sell, Assign, Transfer, Convey, and Deliver unto the said Grantee, all the following described properties, rights, and interests arising or used in connection with that certain real property and the improvements thereon as more particularly described in **Exhibit A** attached hereto and incorporated herein by reference (the "**Real Property**"):

- (a) All tangible personal property owned by Grantor and comprising a part of or attached to or located upon the improvements located on the Real Property (the “**Personal Property**”) (herein, the Real Property and the Personal Property are sometimes collectively referred to as the “**Property**”);
- (b) Grantor’s interest in any service contracts relative to the Property (the “**Service Contracts**”);
- (c) Grantor’s interest in fixture and equipment leases, to the extent the same are assignable by Grantor, (collectively, the “**Personalty Leases**”);
- (d) All intangible property owned by Grantor or in which Grantor has an interest, if any, in connection with any of the Property or the operations thereon including, without limitation, Grantor’s interest in all warranties and guaranties relating to the Property, to the extent same are assignable, and all site plans, surveys, plans and specifications, floor plans, operating manuals, reports, studies, and brochures (to the extent Grantor owns and has rights to transfer such property) in Grantor’s possession which relate to the Property, and the right to the use thereof, including but not limited to Grantor’s rights under transferable business licenses, governmental permits or approvals, including, without limitation, certificates of occupancy, (collectively, the “**Intangible Property**”);

TO HAVE AND TO HOLD the assets hereby sold, transferred and assigned unto Grantee, its successors and assigns forever. Grantor hereby covenants that has not previously sold or conveyed all or any portion of the assets hereby sold to any other person or entity.

It is understood and agreed that, by its execution hercof, Grantee hereby accepts the Personal Property in its AS IS, WHERE IS condition.

REAL ESTATE SALES CONTRACT

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This Bill of Sale and Assignment (a) may be executed in counterparts, including facsimile or electronically scanned counterparts, each of which shall be deemed an original, and both of which together shall constitute one and the same instrument, (b) shall be governed by and construed in accordance with the laws of the State in which the Property is located, and (c) may not be modified or amended except by written agreement signed by both Grantor and Grantee

Grantor has executed this Bill of Sale and Assignment to be effective as of the ____ day of December, 2022.

GRANTOR:

Arthur Rentals – Wisconsin, Inc a Texas corporation

By: _____
David Arthur, President

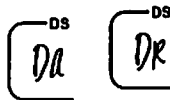


Exhibit D**Due Diligence Materials**

All Due Diligence Materials are strictly limited to items existing and within the possession or reasonable control of Seller. All costs of due diligence are the responsibility of Buyer.

1. Copies of real estate tax bills and/or assessments for past 3 years
2. Copies of all Leases and Amendments thereto
3. Survey(s) in Seller's possession, if any
4. All engineering and environmental studies in Seller's possession
5. Last three years income/expense and schedule E tax returns
6. Trailing 12 and YTD income/expense
7. Current Rental Certificate(s) or Certificate of Occupancy and last inspection report
8. List of any third-party contracts
9. Contacts for all service providers including utilities
10. Tenant financials



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

Amending Resolution Approving Authorizing a 3% general wage adjustment for non-represented employees effective December 25, 2022 (first pay period for 2023).

Committee Action: HR: *Pending*
 Fin: *Pending*

Fiscal Impact:

File Number: 03-1111

Date Introduced: December 14, 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 is committed to a compensation policy that strengthens the recruitment and retention of well qualified and effective employees; and

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

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

WHEREAS, your Human Resources Committee and Finance Committee have reviewed and recommended a general wage adjustment of 3% to be implemented on the first day of the 2023 pay period one (December 25, 2022) for non-represented employees covered under the City of Wausau employee handbook; and

WHEREAS, your Finance Committee has reviewed and recommends the funds be financed from; and

WHEREAS, the fiscal impact by Funds is expected to be:

General Fund	
Community Development Fund	
Water Fund	
Wastewater Fund	
Transit Fund	
Parking Fund	
Animal Control Fund	
Motor Pool Fund	
Total	

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

BE IT RESOLVED, the Common Council of the City of Wausau that a 3% general wage adjustment be implemented effective the first day of the 2023 pay period one (December 25, 2022) pursuant to the terms outlined in the City of Wausau Employee Handbook – non-represented employees.

Approved:

Katie Rosenberg, Mayor

Human Resource Committee Packet

December 12, 2022

Agenda Item
Amending the Cost-of-Living adjustment date for general employees to the start on pay period one, due to Workday implementation.
Background
Due to implementation issues in Workday, it was recommended to amend the start of the approved 2023 COLA pay increase to start on the first day of the first pay period of 2023. This change will help payroll and HR to ensure that payroll will have a smooth transition. Finance has indicated that this would be a minimal impact. This is already in the budget for 2023.
Fiscal Impact
Staff Recommendation
To move the implementation date to the first day of the 2023 pay period.
Staff contact: Anne Keenan (715-261-6632)

RESOLUTION OF THE FINANCE COMMITTEE

Supporting the Convention and Visitors Bureau grant application

Committee Action: *Pending*

Fiscal Impact: None

File Number: 22-1210

Date Introduced: December 13, 2022

RESOLUTION

WHEREAS, tourism is an important economic driver in Marathon County and the Convention and Visitors Bureau is an important tourism partner; and

WHEREAS, the Convention and Visitors Bureau is committed to developing modern appealing offices that are convenient and accessible, and

WHEREAS, they have found a desired site located on the I-39 corridor in Rib Mountain; and

WHEREAS, they have prepared a County ARPA grant application to fund the project and request the City's support;

NOW THEREFORE BE IT RESOLVED, by the Common Council of the City of Wausau acknowledging that tourism is an important economic driver for the County and supports the request for funding.

Approved:

Katie Rosenberg, Mayor

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

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

Approving bargaining agreement between the City of Wausau and Wausau Professional Police Association for January 1, 2023 through December 31, 2024.

Committee Action: HR: *Pending*
 Fin: *Pending*

Fiscal Impact: Funding provided in the 2023 Budget

File Number: 02-1216

Date Introduced: December 13, 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, Representatives of the City of Wausau (hereby referred to as “City”) and the Wausau Professional Police Association (hereafter referred to as the “Association”) have agreed to the provisions of a collective bargaining agreement encompassing the calendar years of 2023 and 2024, the summary of the agreement being attached; and

WHEREAS, your Human Resources Committee at their December 12, 2022 meeting and Finance Committee at their December 13, 2022 meeting recommend the adoption of this agreement, and

NOW THEREFORE BE IT RESOLVED, by the Common Council of the City of Wausau that provisions as summarized on the attachments are approved for incorporation into the labor agreement between the City and the Association, and that all of the remaining unchanged provisions in the latest current agreement shall continue to be in effect, and that the labor agreement shall be a two-year agreement, encompassing the periods of January 1, 2023 through December 31, 2024 inclusive and retroactive, and

BE IT FURTHER RESOLVED that the Mayor and other proper City officials and designees are hereby authorized and directed to execute the relevant labor agreement encompassing the attached provisions and all other unchanged provision in the latest current agreement.

Approved:

Katie Rosenberg, Mayor

**Wausau Professional Police Association
Summary of Tentative Agreement, December 7, 2022**

Article	Agreement
Entire Agreement	Adding “or designee” following the word “Chief” in Articles: 12, 15, 22, and 24
Article 6 – Grievance Procedure	Revised definition of grievance
Article 12 – Hours/Shifts	Added Canine Assisted Patrol Officer Shift Assignment language to ensure no more than one Canine Officer assigned to each shift. Added language to give notice of MOA regarding “swing shifts” and changing the hours to day or night shift groups and the notice required to be given.
Article 14 - Wages	Field Training Officer receive 5% per hour of hourly rate in addition to regular pay when performing Field Training Officer duties. Incorporate Lateral Transfer policy from Appendix C into the collective bargaining agreement.
Article 15 - Overtime	Create rotational list for forced call-ins. Delete Subsection G in its entirety Create/incorporate Comp Time policy from prior Letter of Agreement
Article 16 - Probation	Clarifying length of time of probation for new officers.
Article 21 – Uniform Allowance	Clean up language to remove old dates. Clarify it applies to non-probationary officers.
Article 23 - Vacations	Incorporate City’s non-represented employee vacation accrual schedule in 2024 for use in calendar year 2025. Removed language from Paragraph D so it only applies to Patrol Officers Cleaned up language regarding vacation selection procedure
Article 30 - Retirees	Add \$2,000 bonus for providing a 6 month notice for retirement
Article 35 – Duration of Agreement	2-year contract
Appendix A	Create base rates utilizing PP13 2022, labeling the 80% rate the Cadet rate (\$25.05) and labeling the 90% rate the Hire (PO) rate (\$28.15). 2022 PO1 rate (\$31.92) becomes the post-probation rate effective at 18 months. PO2 rate becomes effective at 24 months. PO3 rate becomes

	effective at 36 months; and PO4 rate becomes effective after 48 months of service. Increase the Cadet, Hire (PO), and PO1 wages 1.5% effective PP1 2023 and PP1 2024 and PP14 2023 and PP14 2024. Increase PO2, PO3, PO4 rates be \$.90 per hour PP1 2023 and PP1 2024. Increase PO2, PO3, and PO4 rates by 1.5% effective PP1 2023 and PP14 2023 and 3% effective PP14 2024. Detective rates shall continue to be 5% above the PO4 rate.
Appendix C	MOU to expire on December 31, 2024, unless extended regarding compensation of therapy dog handlers with back pay to January 1, 2021.

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

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

Approving bargaining agreement between the City of Wausau and Wausau Firefighter Association for January 1, 2023 – December 31, 2024

Committee Action: HR: *Pending*
Fin: *Pending*

Fiscal Impact: Funding provided within the 2023 budget

File Number: 02-1217

Date Introduced: December 13, 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, representatives of the City of Wausau (hereafter referred to as “City”) and the Wausau Firefighter Association (hereafter referred to as “Association”) have agreed to the provisions of a collective bargaining agreement encompassing the calendar years of 2023-2024, the summary of the agreement being attached, and

WHEREAS, your Human Resources Committee at their December 12, 2022 meeting and Finance Committee at their December 13, 2022 meeting recommend the adoption of this agreement, and

BE IT RESOLVED, by the Common Council of the City of Wausau that the provisions as summarized on the attachments are approved for incorporation into the labor agreement between the City and the Association, and that all of the remaining unchanged provisions in the latest current agreement shall continue to be in effect, and that the labor agreement shall be a two-year agreement, encompassing the periods of January 1, 2023 through December 31, 2024 inclusive and retroactive, and

BE IT FURTHER RESOLVED, that the Mayor and other proper City officials are hereby authorized and directed to execute the relevant labor agreement encompassing the attached provisions and all other unchanged provisions in the latest current agreement.

Approved:

Katie Rosenberg, Mayor

Wausau Firefighter Association
Summary of Tentative Agreement, December 7, 2022

Article	Agreement
9 – Probation Period	EMT Basic employees will be on probation and continue on probation for one year after receiving their paramedic licensure
11 – Promotion Procedure	Updated to clarify who is acting Lieutenant when a senior Engineer is not available. Acting Lieutenant list shall expire after one year. Establishing a Promotional List of members in advance of potential openings to the position of Lieutenant. Acting Lieutenant Roster shall be composed of Engineers and firefighters with a minimum of 5 years of seniority who volunteer to act.
12 - Salaries	Create Lateral Transfer policy regarding salaries
13 - Workweek	Clarified firefighters attending school for paramedic licensure will be considered 40 hour per week employees.
14 - Vacations	New employees are granted vacation after one year of service. Create Lateral Transfer policy regarding vacation
18 – Sick Leave	40-hour employees can have three incidents of sick leave usage for medical and dental appointments and still be eligible for Perfect Attendance Leave. For voluntary retirement, 30 days prior written notice of retirement is needed for sick leave payout.
24 - Retirement	Add \$2,000 bonus for providing a 6 month notice for retirement
26 – Outside Employment	Delete Section E – Prohibited Employment
27 - Residency	Delete entire article
33 - Duration	Two-year contract
Appendix A	Year 1: 4% increase for all wages PP1 2023. Year 2: 2% increase for all wages PP1 2024, 2% increase for all wages PP14 2024
Appendix B	Clarified Section D – Staffing: maintain a pool of EMT-P personnel sufficient to meet the needs of the City. Section E – Compensation: Moved to Appendix A
Appendix C – Hazardous Material	Changed Hazmat incentive payment to be made on the second payday in April and second payday of September.