



OFFICIAL NOTICE AND AGENDA

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

Meeting of: **JOINT MEETING OF ECONOMIC DEVELOPMENT & FINANCE COMMITTEES**
Date/Time: **Tuesday, July 7 2020 at 5:15 p.m.**
Location: **City Hall, Council Chambers**

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

FIN Members: Lisa Rasmussen (C), Sarah Watson, Dawn Herbst, Michael Martens and Debra Ryan

AGENDA ITEMS FOR CONSIDERATION (All items listed may be acted upon)

JOINT ITEMS

- 1 Presentation from WOZ Inc. (Chuck Ghidorzi) on Updates to the Wausau Center Mall Planning Process.
Adjournment FINANCE Committee
Lisa Rasmussen, Chair

Economic Development Only Items

- 2 Approval of the Minutes from 6/2/2020
- 3 Discussion and Possible Action on the Exchange of City-Owned Land with MCDEVCO Inc. for the Construction of a Connecting Trail to the River Edge Trail System.
- 4 Discussion and Possible Action on the Exchange of City-Owned Land with Eye Clinic of Wisconsin for the Construction of a Connecting Trail to the River Edge Trail System.
- 5 Discussion on the North Riverfront Unified Site Plan.
- 6 Discussion and Possible Action on the Sale of Business Campus Property on Enterprise Drive to AC & Sons Party Tent Rentals for the Construction of a New Warehouse Facility and Offices.
- 7 Informational update on 1300 Cleveland Street Evaluation of Bids for Phase 2 Environmental Testing and Proposals for Redevelopment of the Parcel.
- 8 Discussion and possible action on Parking Space Lease Agreement between the City of Wausau as Lessor and Riverlife Wausau, LLC as Lessee.
- 9 Discussion and possible action on amendment to Ground Lease with Church of the Resurrection Parish
- 10 **CLOSED SESSION** pursuant to 19.85(1)(e) of the Wisconsin Statutes for deliberating or negotiating the purchase of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session:
 - Parking Space Lease Agreement between the City of Wausau as Lessor and Riverlife Wausau, LLC as Lessee.
 - Sale of Business Campus Property on Enterprise Drive to AC & Sons Party Tent Rentals for the Construction of a New Warehouse Facility and Offices.
- 11 **RECONVENE** into Open Session to Take Action on Closed Session Items, If Necessary
- 12 Updates
 - City's Request for Proposal (RFP) Template Modification
 - Former West Side Battery facility at 415 South First Avenue (The Dam Place)
 - Neighborhood Meeting on Thomas Street Phase 2 Remnant Property Developments (Blenker Proposal)
 - Wausau Cares Loan and Grant Program for Small Businesses

Adjournment

It is likely that members of, and a quorum of the Council and/or members of other committees of the Common Council of the City of Wausau will be in attendance at the above-mentioned meeting to gather information. **No action will be taken by any such groups.**

This Notice was posted at City Hall and emailed to the Media on 7/01/2020

Due to the COVID-19 pandemic, this meeting is being held in person and via teleconference. Members of the media and the public may attend in person, subject to the social distancing rules of maintaining at least 6 feet apart from other individuals, or by calling 1-408-418-9388. The Access Code is **146 380 2424**. Password is **comdev**. Individuals appearing in person will either be seated in the Council Chambers or an overflow room, subject to the social distancing rules. Space available will be on a first come, first served basis. All public participants' phones will be muted during the meeting. Members of the public who do not wish to appear in person may view the meeting live over the internet at <https://tinyurl.com/WausauCityCouncil>, on the City of Wausau's YouTube Channel https://www.youtube.com/channel/UC-Nigpdco_i8sq5FbbJD_aw, live by cable TV, Channel 981, and a video is available in its entirety and can be accessed at https://www.youtube.com/channel/UC-Nigpdco_i8sq5FbbJD_aw af. Any person wishing to offer public comment who does not appear in person to do so, may e-mail Christian Schock at christian.schock@ci.wausau.wi.us with "Economic Development Committee public comment" in the subject line prior to the meeting start. All public comment, either by email or in person, will be limited to items on the agenda at this time. The messages related to agenda items received prior to the start of the meeting will be provided to the Chair.

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.



GREATER WAUSAU REGION ECONOMIC DEVELOPMENT STRATEGIC PLAN

WAUSAU REGION CHAMBER OF COMMERCE AND MCDEVCO



City of Wausau Comprehensive Plan 2017



WAUSAU CENTER

URBAN DESIGN & TRANSPORTATION MASTER PLAN

MAY 2019



T'OOLE
DESIGN



SOUTH RIVERFRONT MASTER PLAN

WAUSAU, WI • FEBRUARY • 2020



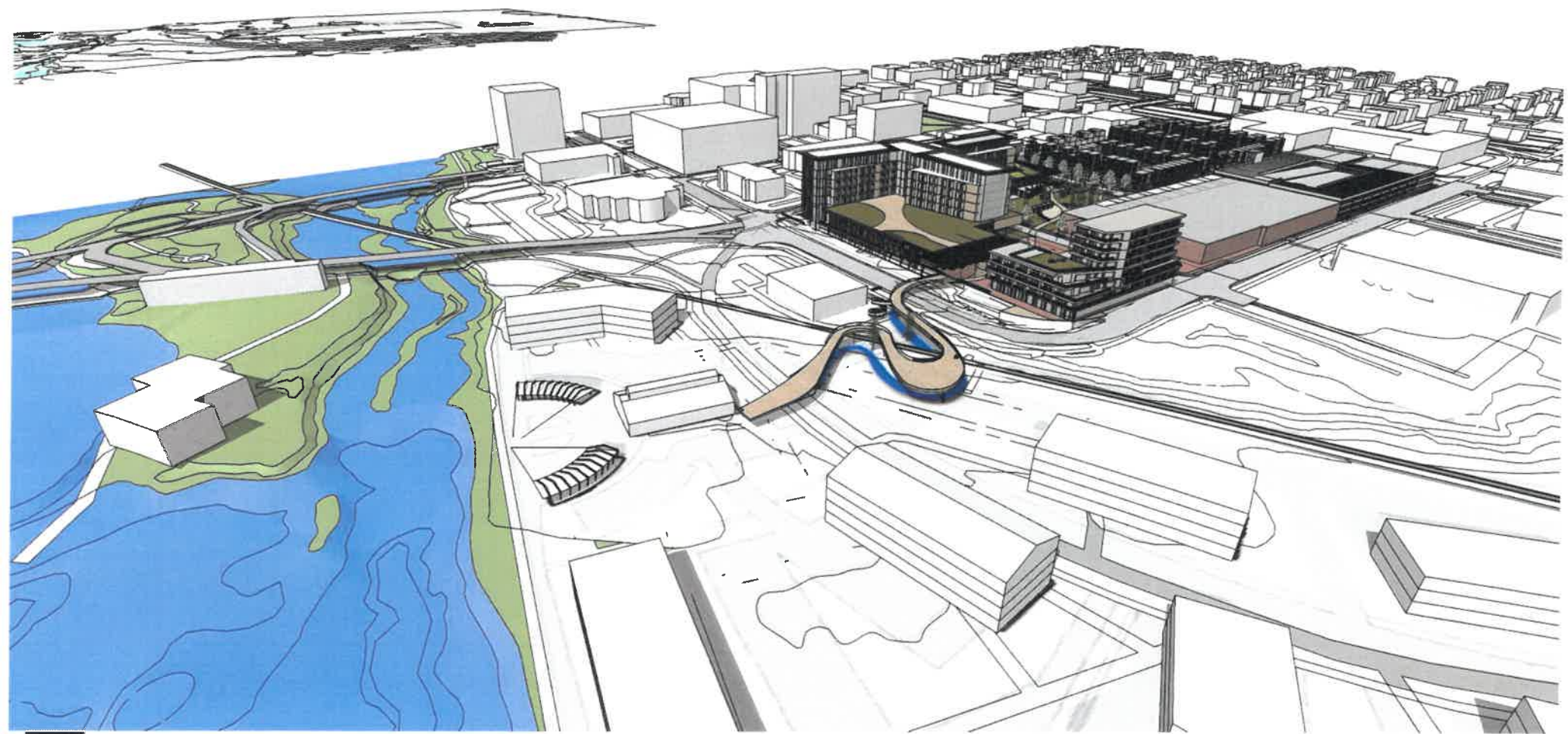


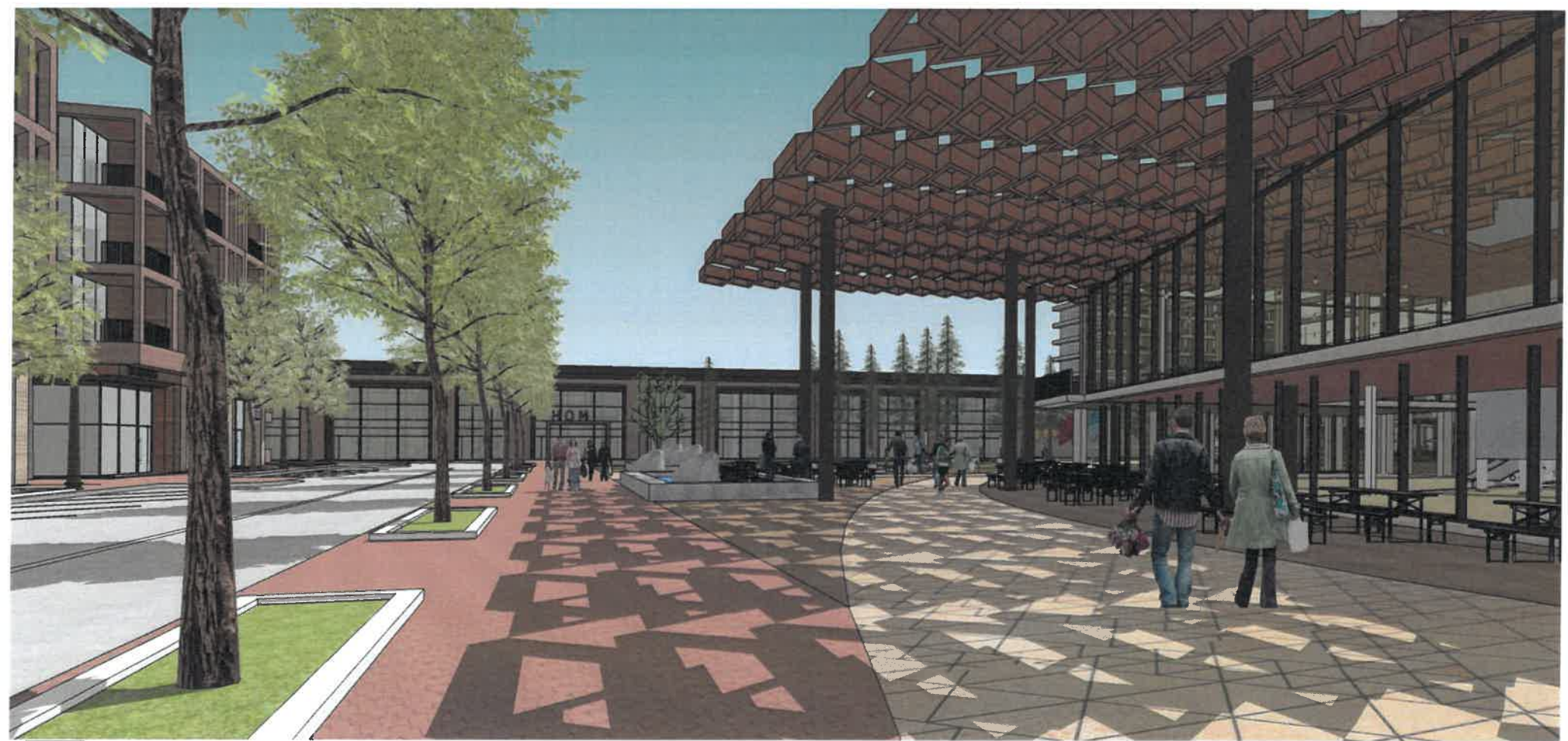
The River Edge Parkway

2020 MASTER PLAN UPDATE

Adopted: March 24, 2020















ECONOMIC DEVELOPMENT COMMITTEE

Date and Time: Tuesday, June 2, 2020 at 5:15 p.m., Council Chambers

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

Others Present: Anne Jacobson, Chris Schock, Katie Rosenberg, Lou Larson, Patrick Peckham, Sean Fitzgerald and Michelle Van Krey

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

The Economic Development Committee meeting was called to order by Neal at 5:15 p.m.

Agenda Item #1 Approval of the Minutes from 3/19/2020, 4/8/2020 and 5/5/2020

Motion by Rasmussen, second by Kilian to approve the minutes. Motion passed 5-0.

Agenda Item #2 Discussion and Possible Action on the update of City's Request for Proposal (RFP) Template.

Schock introduced Sean Fitzgerald, the new Business Development Specialist for the City of Wausau. Fitzgerald explained that the department is taking a look at revamping the RFP process and template. He highlighted the current and previous processes outlined in the packet. Rasmussen commented that moving away from the point system that had been previously used has allowed the City to entertain more unique proposals that may not have scored well using the point system but are still valid proposals. She questioned who would be involved in the point awarding process if it was brought back and encouraged the Alder of the district to be involved in some way. Watson and Kilian echoed that involving the Adler who represents the district where development is being proposed would be a good process to consider. Rasmussen recommended that if the point system returns that points should be awarded to proposals which remediate environmental concerns of a site or find safe ways to reuse contaminated sites.

Fitzgerald will take the committees thoughts and recommendations and return at a future committee meeting with a more polished proposed change to the RFP process and template.

Agenda Item #3 Discussion and Possible Action on the issuance of a Request for Proposal (RFP) for various city-owned parcels in the Near North area, around 2nd and Bridge Sts. and 3rd Street near Short St.

Schock presented a possible RFP for the Near North area. The committee had previously received a proposal from Aedifix Holdings (Blenker) for this area and encouraged staff to allow for other proposals before making a decision. If Aedifix was still interested they would have to reapply during the application period for this RFP. Kilian asked if the neighborhood had been included or informed of any of the plans for this area. Neal and Schock answered that the neighborhood had not been engaged in any process other than the normal open meetings. Neal indicated that as the Adler of that neighborhood he is aware that it has been distressed and felt that the neighborhood would welcome development. Rasmussen recommended that, in general, before engaging neighborhood groups it is better to have the actual proposals so that they can comment on what is actually being proposed rather than just an idea of the type of development that may go in.

Motion by Rasmussen, second by Watson to move RFP forward. Motion passed 5-0.

Agenda Item #4 Discussion and Possible Action on the proposals received for 1300 Cleveland St. (former City Incubator) property.

Schock shared that four proposals have been received for 1300 Cleveland St and they are included in the packet. They are being brought to the committee today to discuss the next steps for this property and what is needed so that the committee is able to make a recommendation. Schock noted that multiple proposals could fit together on this property so it doesn't necessarily have to be a decision to select just one of the proposals.

Neal commented that he would not welcome a motion to accept any of the proposals tonight since there is still work to be done to determine if multiple proposals could be accommodated on the site and some of the developers have been having those conversations but nothing has been decided yet.

Rasmussen reflected that when this property was originally put out for RFP the committee asked for an updated Phase 1 environmental assessment and a Phase 2 assessment to be started on the property. Before she would be comfortable accepting any proposal that includes housing she would want all of the environmental concerns to be checked out. Rasmussen spoke in strong support of the Community Partners Campus proposal because it will be providing essential services to those in need in our community. She believes that the impact that this project could create for populations in need is worth much more than the tax benefit we could get out of it if a different proposal was chosen.

Neal questioned if this site was the ideal or only spot that the Community Partners Campus could go and if the housing project could potentially go somewhere else. Watson also asked if the Near North parcels had been considered for the Danna Capital proposed housing project. Schock shared that those parcels, and others, had been presented as options for the housing project. Watson echoed Rasmussen's thoughts and support for the Community Partners Campus. Rasmussen noted that this location is an ideal spot since it's on a bus line and close to other resources like St. Vincent de Paul. Finding an alternative site for a housing project would be easier than finding an alternative site for Community Partners Campus.

Kilian shared some documents (see attached) in reference to the environmental history of the site. He highlighted some of the past areas of concerns and potential chemicals that have been used on the site. As the Alder of this district he has received some feedback from the residents of this area. The feedback received includes:

- Insufficient lighting concerns
- Additional police patrol requested if development occurs
- A summary of proposals in Hmong have been requested
- Industrial expansion is unwelcome
- Housing development is concerning due to the environmental history of the site

Kilian echoes Rasmussen and Watson on the need and importance of a community center and he supports the proposal contingent on environmental assessment results and would like the committee to hold off on making a decision so some more neighborhood input can be collected.

Rasmussen agrees with everything Kilian said and believes we should be trying to make our residential areas less industrial, not more industrial. Rasmussen would like to see Phase 2 testing be done in the area where the building is proposed as well as the areas highlighted in the documents provided by Kilian. She

would also like to see the safety concerns of the residents addressed by including lighting in the planning for this site and would like alternative sites to be explored for the Danna Capital housing project.

Schock reminded the committee that the Phase 1 environmental came back with the recommendation that no further testing is needed and the City environmental engineer indicated he was unclear of where to proceed if the committee want more testing. Staff can use the list provided by Kilian for further testing.

Staff will use the documents provided by Kilian to determine testing sites for Phase 2 environmental and bring back a quote to the committee for more testing.

Agenda Item #5 Discussion and Possible Action on the previous proposals received for the Thomas Street Phase 2 Remnant parcels.

Neal clarified that the intent of this agenda item is to discuss the plan for community engagement on these proposals and not to discuss the proposals themselves. The proposals were received a few months ago and residents as well as former council member, Mary Thao, asked that the neighborhood be given an opportunity to provide feedback to the proposals. Before this could be scheduled COVID-19 happened and put a hold on all non-essential meetings.

Kilian spoke in favor of input sessions since he was one of the residents that asked the former committee to consider including the neighborhood. Rasmussen believes that public engagement is most effective when the City goes to the residents so she suggested the possibility of an outdoor event so residents could engage in a safe way. Mayor Rosenberg suggested that a video with the proposals could also be made so it could be shared via the website, social media and media to get even more input. Kilian is in favor of both outdoor, in person meetings and digital

Lou Larson, District 10 Alder, shared some feedback from his constituents in regard to the properties being built on the West end of Thomas Street. Some concerns included the style of the units not matching with the neighborhood, driveways being too short and pitched and the units being too large next to single family homes.

Staff will work on setting up neighborhood engagement sessions and creating digital content with the proposed projects.

Agenda Item #6 Discussion and Possible Action on the proposal received from Cherry Street Dental for a proposed commercial office building in the Riverlife area.

Schock presented the proposal and possible next steps the committee could take. Neal commented that he was surprised to see a proposal from a dental office since the plan for the Riverfront has been housing or mixed use retail development, not professional or office use. Rasmussen believes that this is not the best use of the riverfront property and would have difficulties encouraging incentives for a professional building that could easily go elsewhere in the City. The riverfront should be reserved for projects that fit with the goals and strategic plan of that area of development. She even received constituent feedback questioning how a dental office fits with the goals of the riverfront development.

Motion by Rasmussen, second by Watson to release an RFP for that area to be due 7/31/2020. Motion passed 5-0.

Agenda Item #7 CLOSED SESSION pursuant to 19.85(1)(e) of the Wisconsin Statutes for deliberating or negotiating the purchase of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session:

Closed session was not required and no action was taken.

Agenda Item #8 RECONVENE into Open Session to Take Action on Closed Session Items, If Necessary

Closed session was not required and no action was taken.

Updates-given by Schock

• **Wausau Center Mall Planning**

Planning is ongoing for the Mall. WOZ hired Eppstein Uhen Architects to consult on the redevelopment of the mall. The city and council will continue to receive updates on the progress.

• **N Riverfront Unified Site Plan**

The city is working with a site planner to incorporate the different proposed uses for the site. The housing project and brewery are still interested but the restaurant is no longer interested.

• **Wausau Cares Loan and Grant Program for Small Businesses**

McDevco is accepting applications for the loan and grant program for small businesses affected by COVID-19.

• **Department Overview**

Schock provided hard copies of the department overview that the council received at their training and encouraged committee members to reach out with questions.

• **Department Staffing**

Neal announced at the beginning of the meeting that this would be Schock's last committee meeting as he is retiring as of June 29th.

Public Comment

Kevin Noel and Brian Gumness from the Community Partners Campus proposal commented on the urgent need for a community center like they've proposed and thanked the committee for their consideration.

Adjournment

Motion by Watson, second by Kilian to adjourn the meeting. Motion passed 5-0.

Adjournment Time: 7:13 p.m.



GERAGHTY & MILLER, INC.

material was generally dealt with by one of three methods: 1) the residue was collected in cloth rags which were picked-up by Industrial Towel & Uniform of Neenah, Wisconsin, for cleaning and reuse; 2) solidified material, including ash from the boiler, was stored in drums after cleanup, then removed for disposal, or; 3) cheese-cloths, which were used to wipe frames, were burned when dirty.

The chemical composition of each of the various finishes or additives differs from product to product. A typical product, lacquer sealer, contains:

1. Toluene
2. Isopropanol
3. BIS Phthalate
4. 2-Butanone
5. 2-Butoxyethanol
6. Butanol
7. Methyl Alcohol
8. Dimethyl Ketone

A compendium of information related to chemicals used at the Wausau Plant is included in "Materials Used at Connor Forest Industries, Inc., Wausau, Wisconsin, Cabinet Division." The following paragraphs summarize information from the report.

TASK 4: SOIL SAMPLING

Soil sampling activities described in Task 4 of the work plan were not carried out. During a meeting held on December 5, 1985, by personnel from CFI, DNR, Geraghty & Miller, and Foley and Lardner, it was concluded that initial exploration by soil trenching would be appropriate. The use of a backhoe to explore the areas of identified waste was recommended and approved.

Task 5: GEOPHYSICS

Geophysical methods were not utilized at the Wausau Plant Site because it was determined that the probable lateral extent of waste burial was not great. This was determined by use of the air photo analysis, and later verified by the exploratory trenching.

Jim:

Your first question, how much waste has been disposed at the location, is the key issue to figuring further action. That, plus concentration of those wastes, will give us total loading values (estimates).

Sample from dump area (freshly dumped liquids) *totals

pH 5.9
Al 340 ppm
Ba 20
Cd .12
Cr .7
Pb 1.9
Ag Trace - undetected

According to Gary Nest of Connor Forest:

8 (55) gallon drums/week for four years assuming 52 weeks = 91,520 gallons

$$91.520 \text{ gal} \times \frac{4 \text{ qt}}{\text{gal}} \times \frac{1.06 \text{ l}}{\text{qt.}} = 388,045 \text{ l}$$

<u>Al</u>	$3.88045 \text{ l} \times 10^5$	$\times 340 = 131,935,300$	ppm = <u>290.3</u> pounds
<u>Ba</u>	$3.88045 \text{ l} \times 10^5$	$\times 20 = 7.761 \times 10^6$	ppm = <u>17.08</u> pounds
<u>Cd</u>	$3.88045 \text{ l} \times 10^5$	$\times .12 = 7.761 \times 10^6$	ppm = <u>1.02</u> pounds
<u>Cr</u>	$3.88045 \text{ l} \times 10^5$	$\times .7 = 7.761 \times 10^6$	ppm = <u>.6</u> pound
<u>Pb</u>	$3.88045 \text{ l} \times 10^5$	$\times 1.9 = 7.761 \times 10^6$	ppm = <u>1.6</u> pounds

GERAGHTY & MILLER, INC.

Trench #2 : Located approximately 84 feet south of the fire hydrant (Figure 6), Trench #2 was 69 feet long, 6 to 8 feet deep, and 5 feet wide. This trench was not identified on the trench location map submitted to the DNR, but was requested by Ken Marquardt of the Wisconsin DNR in the field. Rock flour was the predominate material present in the pit except for a section of the trench which cut through a portion of the glue resin landfill. In this section, a lens of what appeared to be sawdust and glue resins was present. No evidence of buried drums or contaminated material was uncovered at this pit location.

GERAGHTY & MILLER, INC.

material. The soil matrix surrounding much of the waste, and around the site, is sand. This sand was brought to the site and was used as fill material. This fill material is tailings (rock flour) from a local 3M operation. The sand is mined for roofing material and is often dyed, therefore much of the sand at the site is colored.

Facility Representative Contacted

Joe Gehr

Title or Position of Representative

WW Supt.

Telephone Number

(include area code)

(715) 845-5219

Joe Gehr called to ask for parameters
to run on dye contained in 3 M waste

Told him:

- Cobalt
- Chromium⁶
- Total Chrome
- Cadmium
- Lead
- Copper

cc Pete Hubbard
Tom Bashaw

Check if additional sheets attached ☐

By

Archie Wilson 6/30/89

DISTRICT

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

RESOLUTION OF THE ECONOMIC DEVELOPMENT COMMITTEE

Approving the exchange of city-owned land parcels with McDevco Inc. for the construction of a connecting trail to the River Edge Trail system.

Committee Action:

Fiscal Impact: None

File Number:

Date Introduced: July 14, 2020

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 has owned parcels in the area of North First Street as part of the redevelopment efforts at the Dudley Tower; and

WHEREAS, the City is in the process of implementing planned improvements for the access to River Edge Trail and has received grant funding to finance these improvements; and

WHEREAS, the grant requires the City to own the property which is being improved, and work is being proposed on the property currently owned by McDevco; and

WHEREAS, McDevco currently owns that portion of land referenced as Outlot 1 and the city currently owns that portion of land referenced as Outlot 2 on the attached map; and

WHEREAS, McDevco has agreed to give Outlot 1 to the city in exchange for Outlot 2; and

WHEREAS, your Economic Development Committee, at their July 7, 2020 meeting, discussed and approved exchanging Outlot 1 from McDevco for Outlot 2 from the city.

NOW THEREFORE BE IT RESOLVED by the Common Council of the City of Wausau that the proper city officials are hereby authorized and directed to execute the necessary real estate documents for the exchange of city-owned land with McDevco Inc. for the construction of a connecting trail to the River Edge Trail system.

Approved:

Katie Rosenberg, Mayor

RECORDED

June 10, 2020 11:00 AM

DEAN J. STRATZ, REGISTER OF DEEDS

MAP No.

18609

CERTIFIED SURVEY MAP

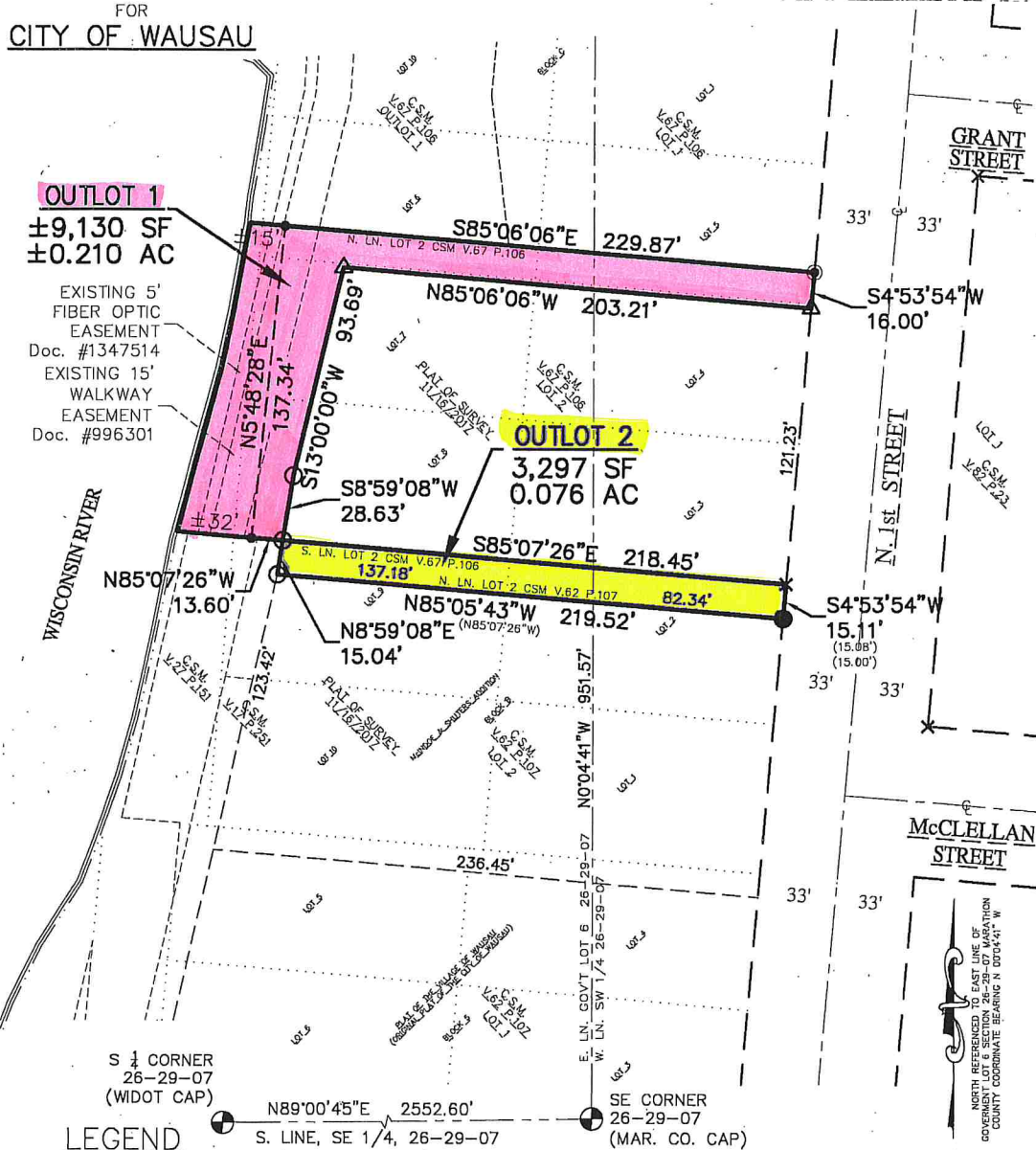
PART OF LOT 2 OF CERTIFIED SURVEY MAP No. 15024 RECORDED IN THE OFFICE OF REGISTER OF DEEDS FOR MARATHON COUNTY IN VOLUME 67 OF CERTIFIED SURVEY MAPS ON PAGE 106, AND PART OF LOTS 2 AND 9, BLOCK "B", PLAT OF THE VILLAGE OF WAUSAU, BEING PART OF SW 1/4 OF THE SW 1/4, SECTION 25, AND PART OF GOVERNMENT LOT 6, SECTION 26, TOWNSHIP 29 NORTH, RANGE 7 EAST, CITY OF WAUSAU, MARATHON COUNTY, WISCONSIN.

FOR
CITY OF WAUSAU

DOC# 1806013 PAGES: 2



1806013



- LEGEND**
- 3/4" IRON ROD FOUND
 - ⊙ 1" NOM. (1.3" O.D.) IRON PIPE FOUND
 - 1 1/4" IRON ROD FOUND
 - ⊗ CROSS IN CONCRETE FOUND
 - ⊕ PLSS MONUMENT FOUND
 - SET 3/4" x 18" IRON REBAR (1.50 lbs./ft.)
 - △ SET 1/4" x 1 1/2" MAG NAIL IN ASPHALT
 - () RECORDED AS



SCALE IN FEET
0 15 30 60

NOTE: OUTLOTS 1 AND 2 CREATED FOR THE PURPOSE OF EXCHANGING PARCELS BETWEEN THE CITY OF WAUSAU AND MCDEVCO.



DRAWN BY: D. HUEMPFNER

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

RESOLUTION OF THE ECONOMIC DEVELOPMENT COMMITTEE

Approving the exchange of city-owned land parcels with Eye Clinic of Wisconsin for the construction of a connecting trail to the River Edge Trail system.

Committee Action: Economic Development Committee

Fiscal Impact: n/a

File Number:

Date Introduced: July 7, 2020

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 has owned parcels in the area of North First Street as part of the redevelopment efforts at the Dudley Tower; and

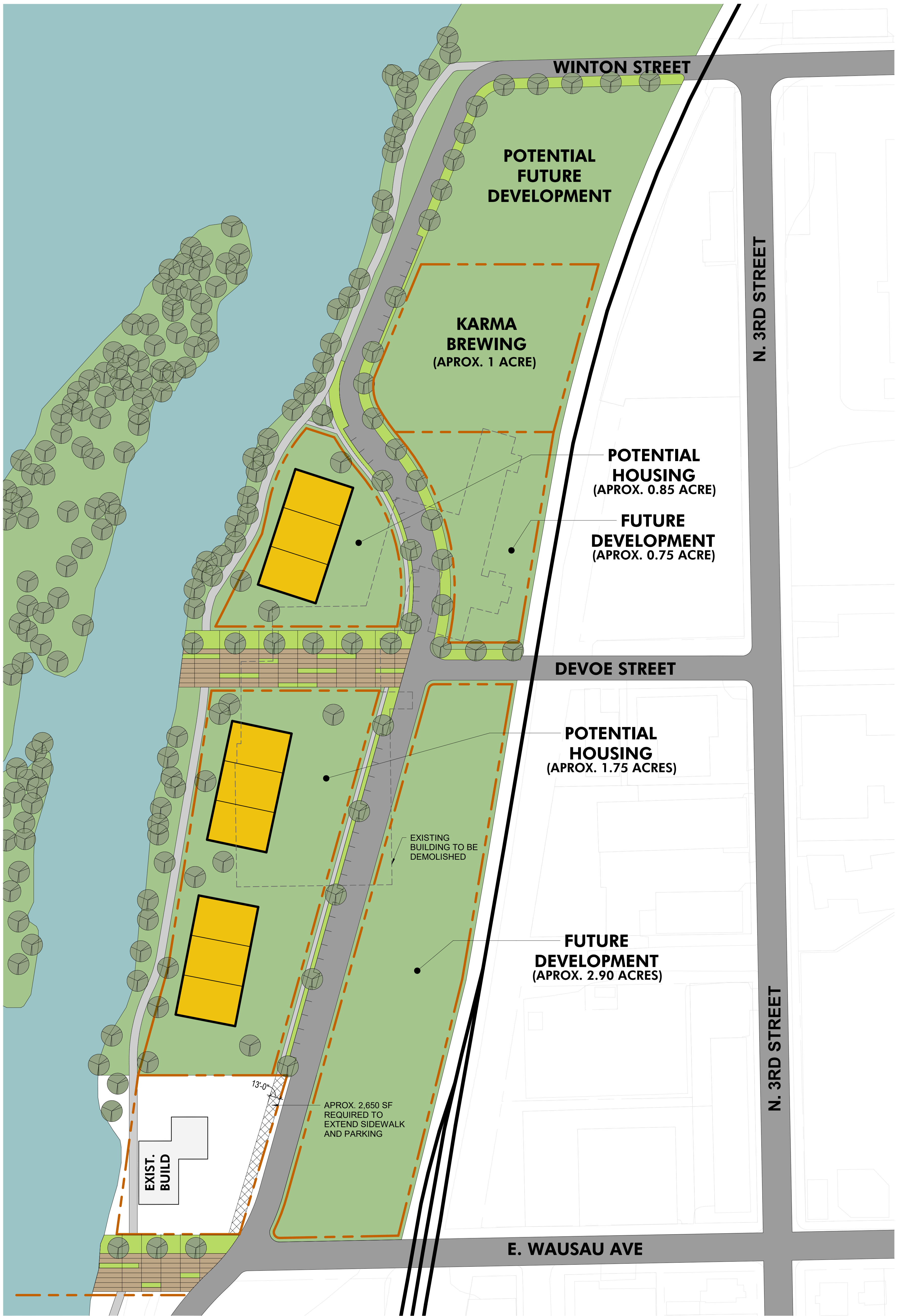
WHEREAS, the City is in the process of implementing planned improvements for the access to River Edge Trail and has received grant funding to finance these improvements; and

WHEREAS, the grant requires the City to own the property which is being improved, and work is being proposed on the property currently owned by Eye Clinic of Wisconsin.

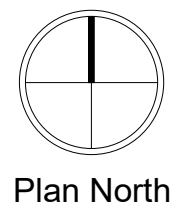
NOW THEREFORE BE IT RESOLVED the Common Council of the City of Wausau hereby authorizes the appropriate City staff to exchange city-owned land parcels with Eye Clinic of Wisconsin for the construction of a connecting trail to the River Edge Trail system.

Approved:

Katie Rosenberg, Mayor



1 WAUSAU (NORTH RIVERFRONT) MASTER PLAN
SCALE: 1" = 60'-0"



WAUSAU MASTER PLAN

NORTH RIVERFRONT
Scale: 1" = 60'-0"

Engberg Anderson Project No. 193069.00



Planning, Community and Economic Development

To: City of Wausau Economic Development Committee

From: Sean Fitzgerald, Business Development Specialist

RE: Business Campus land sale Fischer & Son Transport, Inc.

Community Development staff has been working with Bill Fischer, owner of Fischer & Son Transport, Inc. – doing business as AC & Sons Party Tent Rentals – on its expansion plans to develop a 15,400-sq. ft. warehouse, showroom and offices in the Business Campus. The company is currently based in the Town of Rib Mountain but has outgrown its existing facility and is looking to the City of Wausau as it expands its operations.

The proposed AC & Sons Tent Rentals facility would be an estimated \$1 million to \$1.2 million construction project. It will feature a 3,700-sq. ft. indoor showroom, and outdoor display area for its Rainbow Play Sets, and a drying room for cleaning and drying its rental tents, among other amenities. They are interested in purchasing the 3.42 acre parcel located on Enterprise Drive (identified with the purple line drawing in the attached map) for \$20,000.

The building use conforms with the Business Campus and Community Development recommends the sale of this parcel to Fischer & Son Transport Inc.

Parcels in the Business Campus are typically sold to developers at a standing price of \$12,500 per acre. It should be noted that this parcel requested by AC & Sons party Tent Rentals has only two (2.0) acres available for development, while the remainder of the parcel is delineated as wetland and unsuitable for development. Additionally, the City Council has given special consideration to developers on industrial park land price in situations where a substantial amount of jobs are created as a result of the development or a substantial amount of incremental tax base is created as a result of the construction and equipment value of the development. Our staff identifies the following options for the committee's consideration:

- 1) Sell the property for \$42,750 – the price at \$12,500 per acre for the entire parcel
- 2) Sell the property for \$25,000 – the price at \$12,500 per acre for the developable portion of the parcel
- 3) Sell the property for \$20,000 – the price offered by the developer
- 4) Sell the property for a negotiated amount between \$20,000 to \$42,750

July 1, 2020

Economic Development Committee

407 Grant St

Wausau, WI 54403

Fischer & Son Transport, Inc. dba AC & Sons Party Tent Rentals

152303 Starling Lane

Wausau, WI 54401

Re: Proposal for Land Purchase

Sean,

AC & Sons Party Tent Rentals is a locally owned and operated event rental business that began in 2004. In March of 2018, my wife and I purchased AC & Sons from Andy and Cathy Adrian after a successful career serving an independent contractor for FedEx Ground. A company that began in a garage, moved and expanded into a 7300 sq ft warehouse in Rib Mountain, is beginning to explore building sites or existing facilities for a new home.

We took great interest in this business after identifying that the Wausau and surrounding areas were extremely underserved in the event rental industry. Since acquisition, we have expanded our tent inventory, updated existing inventories, and added new products and services for rental. As a result, we have seen consistent revenue growth in all areas of rental. In March of 2018, we had 6-8 seasonal employees and anticipated 14-16 employees for Summer of 2020. Much like everyone else, this year has been challenging and our projected revenue for \$475,000 has been severely revised.

Last August, the company added two full time employees. We are aggressively leveraging our new table and chair inventory to become a year-round rental store, not just seasonal. If we execute our plans to build a new facility, we project that we can add 2-4 additional full-time jobs, 8-10 seasonal employees, and possibly 1-3 subcontractors. On June 30, 2020, we were authorized to begin displaying, selling, and installing Rainbow Play Sets through an agreement with RainbowNEW located in Appleton, WI.

This partnership will enable us to add previously described jobs and to offer a product that can be successful in the COVID-19 environment as well as the "Stay-at-Home" economy. Approximately 3700 sq ft of the new facility will be allocated for an indoor showroom as well as providing an outdoor display area for additional play sets.

Other features of the building will provide operational efficiencies for loading, customer pickups, storage, and cleaning. For example, a customer pickup door will allow for contactless and uninterrupted customer pickups and drop-offs, a drying room for cleaning and drying tents resulting in a better ROI on

our inventory investments, plumbing for a tent washing machine reducing the impact on work comp claims, and space for sanitizing and cleaning rental items. We are looking to expand our service offerings as well as increasing our operational efficiencies.

It is our intention to review and request the 3.42 acre building site located off Enterprise Dr in the Wausau West Industrial Park. Bay Towel would be to west and Canteen to our South. Our preliminary plan calls for a 15,400 square foot facility on this property with an estimated building cost of \$1 to \$1.2 million. Two acres of this plot is developable based off the wetland delineation diagram and preliminary site plans from Urban Construction. I am proposing a purchase price of \$20,000 for this land contingent on financing and building plan approval from the city.

Please let me know if there is any other information you may need. I want to Thank You for your consideration in this project.

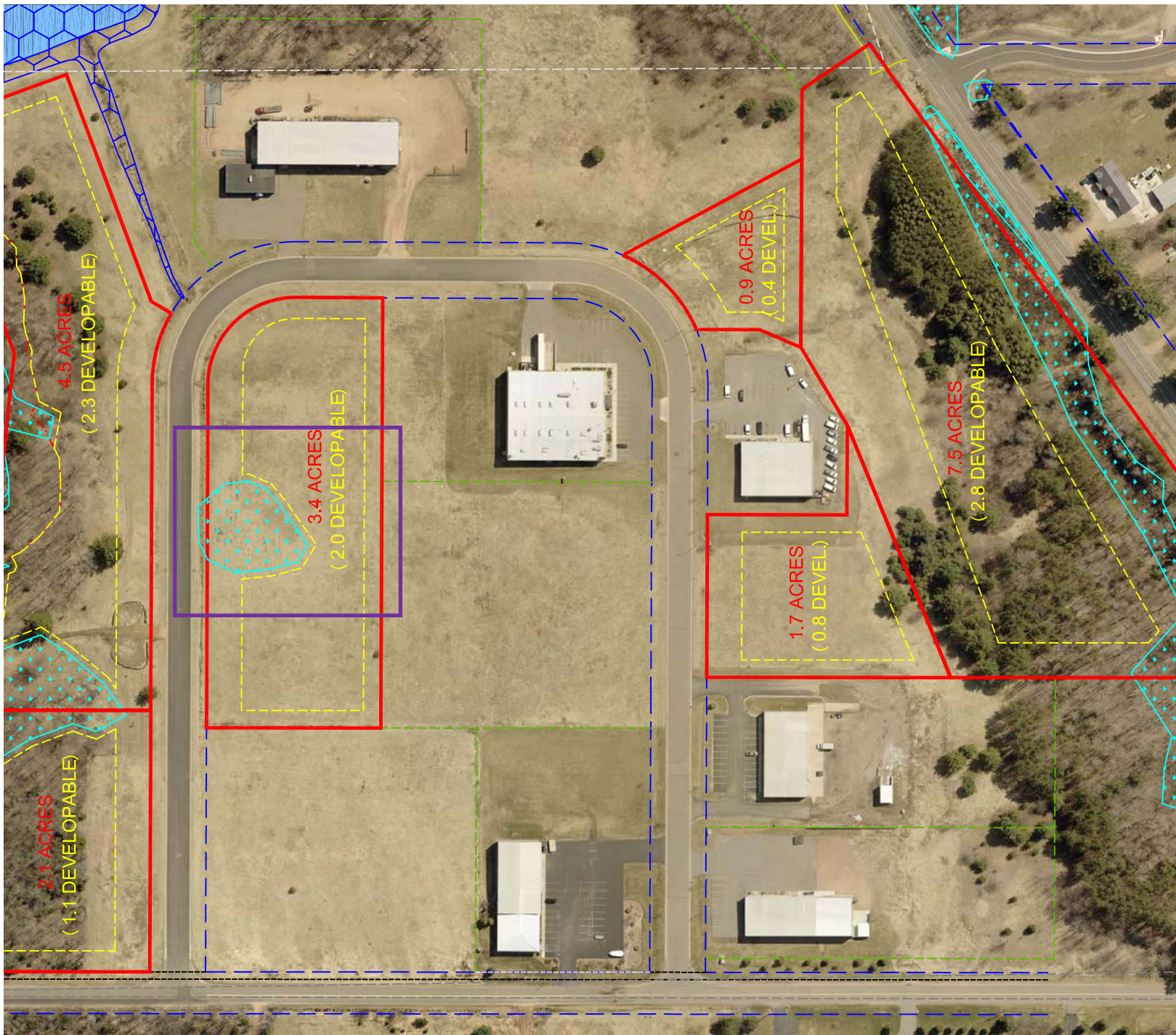
Sincerely,

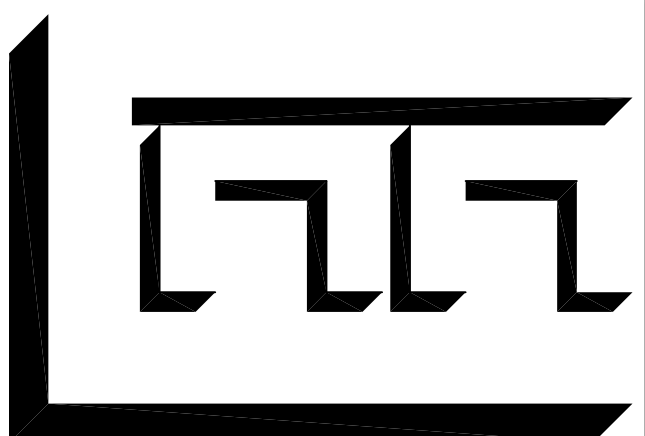
William Fischer

President

Fischer & Son Transport, Inc.

715-573-5659





URBAN
CONSTRUCTION
COMPANY

5909 N 39th Avenue
Wausau, WI 54401
TEL: 715-675-9425
FAX: 715-675-9781

OWNER:
AC & Sons Party
Tent Rentals

LOCATION:
Wausau, WI

PROJECT:
Proposed Building

CONSULTANT:

REVISIONS:

#	Date	Description
0	5-6-2020	Original Release
1	6-29-2020	General Revision

DRAWING #: 20734
PROJECT #: Preliminary
DRAWN BY: KM
CHECKED BY:

This drawing was prepared by the consultant and is intended to be used for informational purposes only. It is not to be used for construction without the approval of the consultant. The consultant is not responsible for any errors or omissions in this drawing. The consultant is not responsible for any construction costs or delays caused by this drawing.

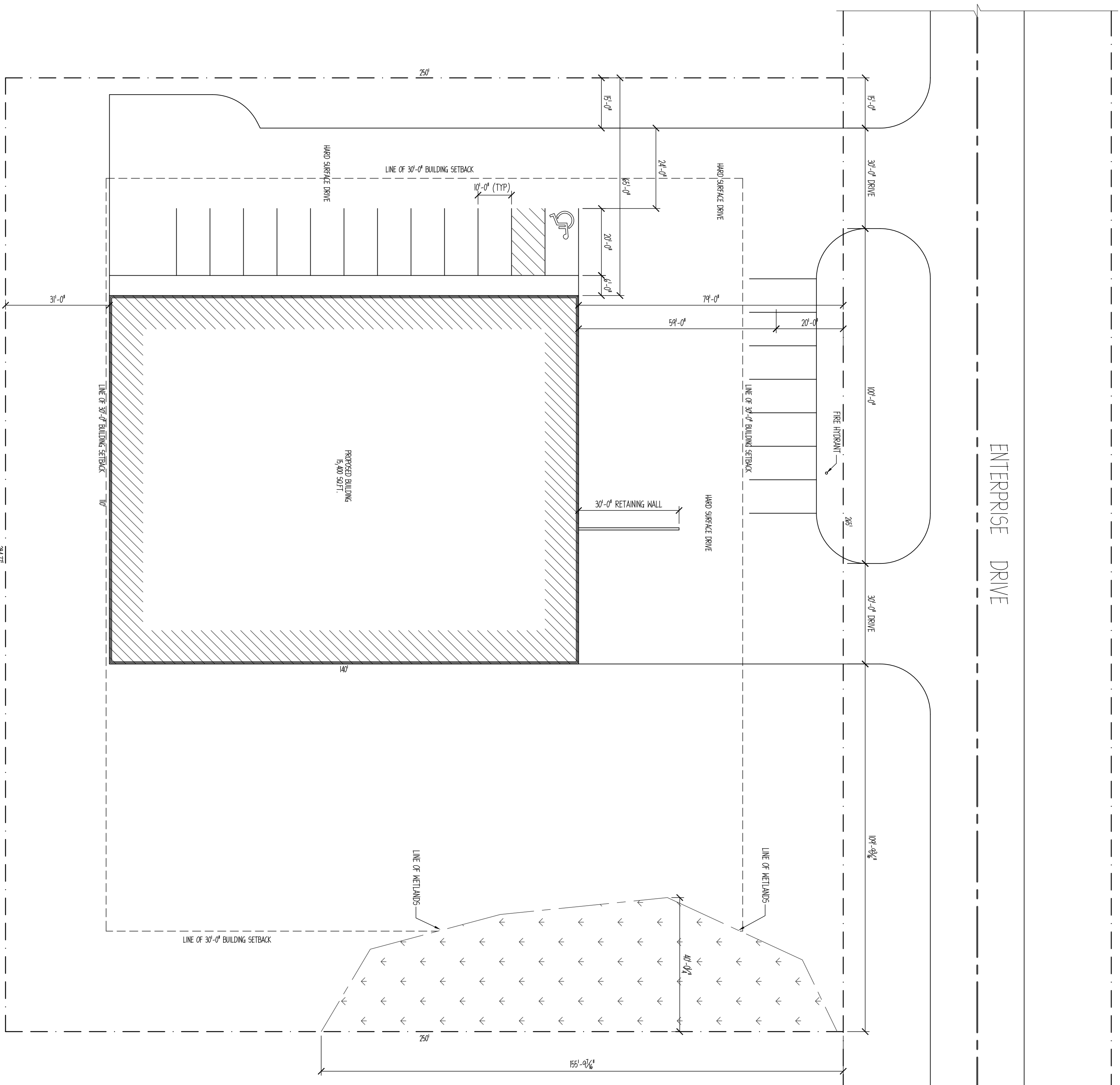
PLOT DATE:
6/29/2020
3:57 PM

☒ Preliminary
☐ for Bid
☐ for Construction

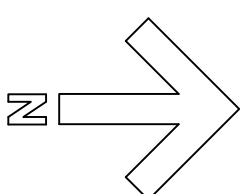
SHEET TITLE
Site Plan

C100

SHEET OF



1 SITE PLAN
C100 1" = 20'-0"





Planning, Community and Economic Development

To: City of Wausau Economic Development Committee

From: Sean Fitzgerald, Business Development Specialist

RE: Staff Update on Proposals for 1300 Cleveland Redevelopment RFPs

City of Wausau Community Development Department staff continues to believe the 3M, Kolbe and CPC projects can all be accommodated on this 6.9-acre site and has been working to bring all three parties together on a mutually agreeable division of the property. The site is especially strategic to 3M and Kolbe, who are both adjacent, and both would use only a small portion of the property. Community Partners Campus has long been a community goal for Wausau.

3M is proposing a \$1,000,000 locomotive storage and maintenance facility that will create three fulltime jobs at its outset. More importantly, the facility will enable 3M to control all of the rail track south of Marathon Park, which is currently controlled by Canadian National (CN). Currently, all rail traffic moving from Marathon Park south past Thomas Street is conducted at CN's discretion and schedule. The proposed facility will allow 3M to control all rail movement on that segment, providing the opportunity to substantially cut down on inconvenient closures of Thomas Street for rail crossings. 3M has offered a purchase price of \$35,000 per acre.

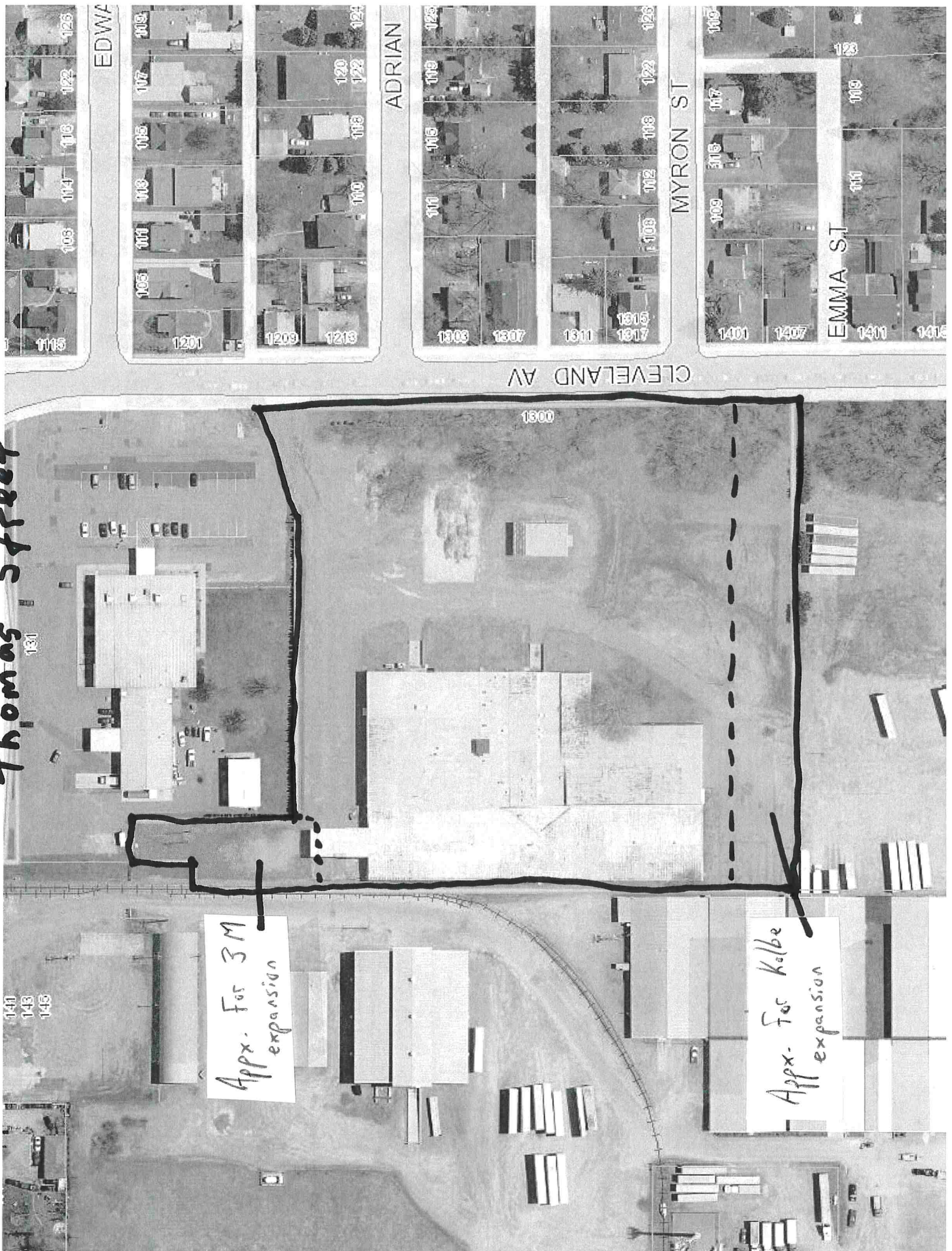
Kolbe Windows & Doors is proposing a 45,000-sq. ft. production facility with a construction cost of \$4,000,000 that will create appx. 50 jobs at its outset. The facility would accommodate manufacturing of its fiberglass-infused polymer aluminum residential windows, a newer product line that's currently seamed in among other production lines within its older facilities. The proposed facility would accommodate a more streamlined production flow and enable the investment in new equipment. Kolbe has offered a purchase price of \$1 for the parcel.

Community Partners Campus (CPC) is proposing a \$6.5 million, 30,000-sq. ft. multi-tenant shared office facility to house 11 to 15 nonprofit human service agencies. The project will provide below-market lease rates for existing tax-exempt nonprofits to meet community needs in a centralized location. The proposal provides space for four future expansions on the campus. CPC has offered a purchase price of \$1 for the parcel.

Community Development staff has met with all three parties to discuss a mutually agreeable property division. We believe 3M, Kolbe and CPC projects can all be accommodated on this 6.9-acre site (the rough property division is included within the packet). We believe configuring a

small portion of the northwest corner of the property to 3M and roughly 50 to 75 feet at the southern edge of the property to Kolbe would occupy less than 1 total acre and allow the remaining, majority of the site for the Community Partners Campus proposal. We've received commitments from 3M and Kolbe to participate in a discussion to define a mutually agreeable division of the property. We've not received a commitment from Community Partners Campus at this point.

Thomas Street



Appx. For 3M
expansion

Appx. For Kolbe
expansion



Office of the City Attorney

TEL: (715) 261-6590

FAX: (715) 261-6808

Anne L. Jacobson
City Attorney

Tara G. Alfonso
Assistant City Attorney

Nathan Miller
Assistant City Attorney

To: Economic Development Committee
From: Tara G. Alfonso, Asst. City Atty *TGA*
Date: July 2, 2020
Re: COMMENTS ON PROPOSED PARKING SPACE LEASE AGREEMENT
CITY OF WAUSAU ("LESSOR") AND RIVERLIFE WAUSAU, LLC ("LESSEE")

- On May 28, 2019, in order to continue development of the residential development project known as Riverlife Villages Phase 1, the Common Council selected a new developer for the project, Riverlife Wausau, LLC ("Riverlife") and authorized execution of development agreements and the transfer of real estate in substantial conformance with the existing plans, previous development agreements and the term sheet negotiated by the parties. (A copy of the Resolution is attached hereto for reference.)
- Under the final Development Agreement (Riverlife – Phase 1) executed between the City of Wausau ("City") and Riverlife, dated June 28, 2019, the City agreed to work cooperatively with Riverlife to designate no less than sixty (60) reserved parking spaces for use in connection with the residential project in a parking lot to be constructed in close proximity to the building. The parties also agreed to negotiate in good faith a separate parking agreement governing these parking spaces. (A copy of the relevant portion of the Development Agreement is also attached hereto for reference).
- Former Economic Development Director, Chris Schock requested this office review a proposed Parking Space Lease Agreement ("Lease") between the City of Wausau as Lessor and Riverlife Wausau, LLC as Lessee. The essential business terms of the lease were negotiated, recommended and reviewed by the former Director and Riverlife. Certain legal modifications were recommended by this office.
- The attached proposed Lease reflects the results of the negotiations and agreements of the parties.
- According to the Economic Development Department, when the Development Agreement was drafted, it was unclear how many parking spaces could be laid out in the parking area. As finally designed, the parking area yields a total of sixty-four (64) parking spaces. Although originally the proposed lease offered Riverlife exactly sixty (60) spaces with the remaining four (4) set aside for City or other public use, given potential issues that surrounded parking enforcement and handicapped parking, Riverlife, through its attorney, requested the City consider allocating the final four (4) additional spots to it for its use. Then Economic Development Director Schock indicated that four (4) spaces would not represent much value either way, would simplify management of the parking lot, and therefore, was agreeable to allocating Riverlife those additional four (4) spots as well.
- Significant highlights of the proposed lease are:

- The term is proposed as thirty (30) years.
- There are two additional renewal terms of thirty (30) years each.
- There is no monetary payment for the parking spaces to the City. Riverlife will be responsible for the annual operation and maintenance of the entire lot, such as snow plowing and removal, debris removal, line striping and sealing and crack filling. The City is still awaiting a general estimate of the value of these services.
- The City will be responsible for the cost of future repaving or reconstruction of the lot.
- The City has no obligation to enforce or guaranty the exclusivity of the parking area.
- The entire lot is now proposed for use by Riverlife.

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

RESOLUTION OF THE COMMON COUNCIL

Selecting Riverlife Wausau LLC (dba Ohde/Riveron/Viegut) for the Riverlife Villages Phase 1 project, reserving options for a Phase 2 submission, and approving to sign development agreements, settle liens, and transfer real estate for the continuation of the project.

Committee Action: Approved 8-1

Fiscal Impact: up to approximately \$2,740,000

File Number: 15-0708

Date Introduced: May 28, 2019

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: up to \$2.74mil 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 a long track record of successful public-private partnerships to facilitate quality redevelopment activities that increase economic benefits to the City of Wausau and further economic development goals; and

WHEREAS, the City requested proposals through a public Request For Proposal (RFP) process from July 29th through November 2nd of 2015, then selected Frantz Community Investors to proceed on February 23rd, 2016 and final plan and proposal was approved on July 12th, 2016; and

WHEREAS, the City has previously borrowed \$2,740,000 and established a budget to fund the developer incentives associated with the project; and

WHEREAS, pursuant to the developer agreement the City funded a pre-development loan in the amount of \$372,462.50 for Frantz Community Investors; and

WHEREAS, Frantz Community Investors was replaced by Barker Financial on September 12th, 2017 followed by the completion of a final design and work began in late 2017; and

WHEREAS, Notices of Default were sent to Barker Financial on May 15, 2018, based upon

construction lien filings affecting the property with a new Request for Proposal (RFP) being issued by the City on May 25th, 2018; and

WHEREAS, the defaults under the development agreements and groundleases were not cured and the City extinguished the groundleases and development agreements with Barker Financial on September 11th, 2018; and

WHEREAS, the City received 2 proposals from Ohde/Riveron/Viegut and Gorman and Company for the existing Riverlife Villages Phase 1 project which were similar in scope and both contained terms similar to the original agreements; and

WHEREAS, both proposals were reviewed by the Economic Development Committee starting on September 4th, 2018 and then recommended Gorman and Company on November 7, 2018; and

WHEREAS, the City selected Gorman and Company to continue the project on January 8, 2019 and Gorman assessed and improved the existing development plan and proforma but a development agreement was not executed; and

WHEREAS, numerous lien claims were filed and both proposers require the removal of liens to before they initiate construction and move the project forward; and

WHEREAS, the City has negotiated with the existing contractors, engineers and architects to remove all liens, and has acknowledged the repayment of the amount of the outstanding pre-development loan by Barker Financial to Samuels Group; and

WHEREAS, the Riverlife Villages master plan and forgivable loan/grant incentives funded by Tax Increment District Number Three and Twelve (originally approved by City on July 12th, 2016) established the following:

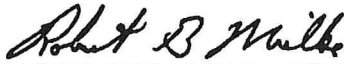
- That the Riverlife Villages project proposed for the East Riverfront Redevelopment Area would not occur without the financial assistance from the City of Wausau financed from Tax Increment District Number Three and Twelve.
- That the financial assistance will be supported by a development agreement and other related documents signed by the chosen developer.
- That the development incentives such as loans and developer payments are eligible expenses under the tax increment financing laws.
- That the Riverlife Villages plan furthers the purposes of tax increment financing and the objectives of Tax Increment District Number Three and Twelve.
- That the development incentives were listed as project plan costs within the Tax Increment District Three and Twelve Project Plans.
- That the City's developer incentive to the developer is necessary and convenient to effectuate the purposes for which Tax Increment District Number Three and Twelve were created.
- That redevelopment of the East Riverfront Redevelopment Area is in the best interest of the City and its residents in accordance with the public purpose and conditions of applicable state and local laws and the standards under which the tax increment district was undertaken and implemented; and

NOW, THEREFORE, BE IT RESOLVED, that the Wausau Common Council selects Riverlife Wausau LLC (dba Ohde/Riveron/Viegut) for the continuation of the Riverlife Villages Phase 1 project; and

BE IT FURTHER RESOLVED, that the Mayor and other proper city officials are authorized and directed to execute development agreements and transfer real estate in substantial conformance with the existing plans, previous development agreements for the residential project, and the term sheet herein for an amount not to exceed the originally approved \$2,740,000; and

BE IT FURTHER RESOLVED, that the Wausau Common Council determines that the Tax Increment District findings from July 12th, 2016 and restated herein remain in effect and are necessary to effectively complete the project.

Approved:

A handwritten signature in cursive script, appearing to read "Robert B. Mielke", is written over a horizontal line.

Robert B. Mielke, Mayor

Exhibit A: Term Sheet

Riverlife Wausau LLC (dba Ohde/Riveron/Viegut or its permitted assigns) ("Developer") shall complete the Riverlife Villages Phase 1 project in substantial conformance with the existing plans and the additional provisions herein:

1. Developer shall complete the Phase 1 building at Lot 1 in substantial conformance with the state-approved plans authored by Mudrovich and Associates and any changes approved to the General and Precise Plans approved by Unified Development District (UDD) zoning.
2. Developer shall complete the Phase 1 building at Lot 1 with a minimum value of \$7,000,000 as defined in the development agreement.
3. Developer shall restart construction at the existing Phase 1 site by June 30, 2019 and the building shall be complete and receive a certificate of occupancy no later than December 31, 2020.
4. Developer shall provide adequate bonding or financial guarantees suitable to the City for the completion of the project.
5. Developer shall be allowed to market, represent for lease or sale, the mixed use parcel for at least twelve (12) months. The specific plan for that parcel shall be approved in Unified Development District (UDD) Zoning.
6. City shall provide 49% of available full tax increment as a reverse TIF payment for 2 years for the Phase 1 project in the lease up stages of the project, not to exceed \$100,000.
7. City shall complete and maintain the extension of Fulton Street, all public utilities to the property line, and any associated sidewalks, parking lots/onstreet parking and streetscaping approved as part of the General and Precise Plans approved by Unified Development District (UDD) zoning to support the project.
8. City shall reserve land south of the proposed Fulton Street for a Phase 2 project if said project proposal is reviewed and approved by the Plan Commission, Economic Development Committee and Common Council by December 31, 2019. The Phase 2 project, if approved, shall include a residential project with 20 or more units or a commercial building, either of which shall have an overall project value that when combined with Phase 1 totals not less than \$14,000,000.
9. City shall waive the building permit fees associated with the existing Phase 1 project for the amendment of plans/restart of the project.
10. City shall lease the Phase 1 project site (Lot 1) to the developer to restart the project and transfer that parcel (Lot 1) for \$1 at the closing of primary financing or when the project is substantially complete. City shall also create a Lot 2 parcel for Phase 2 and transfer said parcel for the completion of Phase 2 for \$1 if that proposed project is approved which would include a residential project with 20 or more units or a commercial building, either of which shall have an overall project value that when combined with Phase 1 totals not less than \$14,000,000.

11. City shall work cooperatively with the Developer to develop a reservation system for at least 4 boat slip/piers at the existing Riverlife public wharf for tenants of the Riverlife Villages project subject to the Parks and Recreation Committee approval.
12. City shall satisfy all liens and transfer the existing site improvements including the foundations and work done to date by parties subject to the lien settlements (both on and off site) in exchange for a secured loan or other appropriate financial guarantee that is an amount sufficient to cover the city's settlement costs and forgiven on a schedule based on project increment.
13. City shall indemnify the Developer and any future owners of the real estate associated with the project sites, from liabilities associated with the environmental issues known to and remediated by the City in accordance with the Wisconsin DNR permits for the sites.

DEVELOPMENT AGREEMENT
(Riverlife – Phase I)

THIS DEVELOPMENT AGREEMENT (this “Agreement”) is made as of the 28th day of June, 2019 (the “Effective Date”), by and between the CITY OF WAUSAU, a Wisconsin municipal corporation (the “City”), and RIVERLIFE WAUSAU LLC, a Wisconsin limited liability company (“Developer”).

RECITALS

WHEREAS, the City is the owner of certain real property in the City of Wausau, County of Marathon, State of Wisconsin, being legally described on Exhibit A attached hereto and depicted on Exhibit B-1 attached hereto (the “Property”), together with the existing improvements located thereon and as further clarified in Section 1.j below (the “Existing Improvements”); and

WHEREAS, the Property is in an area to be 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 proposes to enter into a ground lease of the Property as set forth herein and to make certain improvements on the Property as set forth herein; 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.

by a binding development agreement for a Phase II Project; and that the inclusion of any incentives in this Agreement does not commit the City to provide similar incentives in such new development agreement.

l. *Phase II Development Agreement.* Subject to the terms and conditions of this Agreement and Developer's compliance with terms and conditions of this Agreement, the City hereby agrees to reserve the land south of the Property described on Exhibit B-3 attached hereto for Developer's proposed second phase project (the "Phase II Project"). Developer shall prepare a project proposal for the Phase II Project, which shall be subject to review and approval by the Plan Commission, the Economic Development Committee and the Common Council, which approvals shall be within the sole discretion of such groups. If approved by December 31, 2019, the terms and conditions of the Phase II Project shall be memorialized in a binding development agreement, which the parties agree to negotiate in good faith for at least thirty (30) days; provided, however, that neither party shall be obligated to enter into such agreement. If after such negotiation period no binding development agreement has been completed or if Developer does not obtain all such approvals by December 31, 2019, then the City shall no longer be required to reserve such property for the Phase II Project and may pursue other development opportunities. The following is the current understanding of the structure of the Phase II Project: (i) the Phase II Project will be a residential project with 20 or more units or a commercial building; (ii) the combined appraised value of the Phase II Project and the Project shall equal at least \$14,000,000; (iii) the Phase II Project will comply with the UDD zoning; (iv) similar to this Agreement, the land for the Phase II Project will be ground leased to Developer, with an option to purchase upon completion; and (v) the option price for such purchase shall be \$1. Developer is aware that the inclusion of any other incentives in this Agreement for the Project does not commit the City to provide similar incentives for the Phase II Project.

m. *Parking Spaces.* The City agrees to work cooperatively with the Developer to designate as reserved for the Building no less than sixty (60) parking spaces in the parking lot to be constructed in close proximity to the Building. The City shall not be responsible for enforcing such parking exclusivity, and Developer understands that there may be spaces in such lot reserved for other users or open to the public. Prior to Project completion, Developer and the City agree to negotiate in good faith and enter into a separate shared parking agreement for such parking spaces ("Parking Agreement"). In the Parking Agreement, the Developer will decide the number of spaces and timing for the spaces desired and will be subject for an annual maintenance cost for such reserved parking. The annual maintenance cost is based on the City's estimated cost of maintaining such spaces (as determined by the City in the City's reasonable judgment). Further, Developer understands that such parking spaces are within "Common Areas" under the Riverfront Declaration and are subject to certain pass-through expenses, but are otherwise being made available to the Project under this Agreement at no cost, except as set forth in the Parking Agreement. Accordingly, under the Riverfront Declaration, certain maintenance expenses with respect to such parking may be allocated to the Property rather than shared with the other lot owners so long as the parking areas are reserved for the Building. The Parking Agreement will provide that that Developer will get a credit against any such pass through expenses with respect to such spaces dollar for

dollar in the amount (if any) specially allocated to Developer under the Riverfront Declaration for the spaces.

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 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.

b. In addition to all other conditions and requirements set forth in this Agreement, the City's consent to commencement of construction of the Project ("Consent to Commencement") and the effectiveness of the City's execution of the Ground Lease are conditioned upon the satisfaction of each and every of the following conditions:

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

ii. Developer, at its cost, shall provide the Project Cost Breakdown to the City.

iii. Developer shall provide the Plans to the City. The Plans must be acceptable in all respects to the City.

iv. Developer shall provide the City with a detailed completion schedule for the Project which must be acceptable to the City. Such schedule shall specify the timing of all material aspects of the Project. Any revisions to such completion schedule shall be subject to the City's review and approval. The parties acknowledge and agree that due to the nature of the construction industry, certain

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

DEVELOPER:

RIVERLIFE WAUSAU LLC

By: [Signature]
Name: Mitch Viegut
Title: Managing member

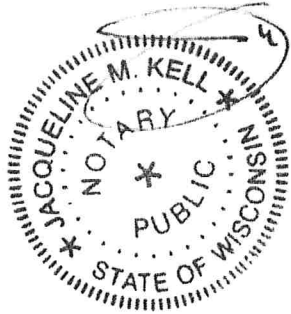
THE CITY

CITY OF WAUSAU

By: _____
Robert B. Mielke, Mayor

Attest: _____
Toni Rayala, Clerk

Acknowledgement before me this 28 day
Of JUNE 2019
Notary Public Marathon County, WI
My Commission Expires 8/20/2021



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

DEVELOPER:

RIVERLIFE WAUSAU LLC

By: _____
Name: Mitch Viegut
Title: _____

THE CITY

CITY OF WAUSAU

By: Robert B. Mielke
Robert B. Mielke, Mayor

Attest: Mary A. Goede
MARY A. GOEDE DEPUTY CLERK

**CITY OF WAUSAU
PARKING SPACE LEASE AGREEMENT**

This parking space lease agreement ("Lease") is made and entered into as of this ____ day of _____, 2020, by and between the CITY OF WAUSAU, WISCONSIN a Wisconsin municipal corporation, as "LESSOR" or "CITY," and RIVERLIFE WAUSAU, LLC, a Wisconsin limited liability company, as LESSEE(s):

1. LEASE.

(a) Subject to the terms and conditions of this Lease, CITY leases to LESSEE the entire parking area shown on Exhibit 1 which is attached hereto and made a part hereof ("Parking Area") and which is located on certain City real property known as Riverlife Outlot #3 and set forth in Exhibit 2 which is attached hereto and made apart hereof ("Outlot #3"). The CITY shall not enter into any agreement with any party, nor park or store any City owned vehicles in Outlot #3 which would interfere with the availability of the Parking Area provided under this Lease.

(b) LESSEE may use and occupy the Parking Area for purposes of providing parking for its tenants and their guests, and no other purposes without the advance written consent of CITY, seven (7) days a week, 24 hours a day, for the parking of passenger type vehicles, including motorcycles, pick-up trucks, and passenger size vans provided they meet any height restriction of Outlot #3. Passenger type vehicles specifically excludes motor trucks, truck-tractors, trailers, semitrailers, motor busses, any other vehicle or combination of vehicles having a gross weight as defined in Section 340.01 of the Wisconsin Statutes or registered weight in excess of eight thousand pounds, and unregistered, unlicensed, junk or recreational vehicles. At no time shall LESSEE permit any vehicle to be parked or remain on Outlot #3 in any state of major disassembly, disrepair, or in the process of being stripped or dismantled. In the event City determines it is necessary to tow any vehicle from the parking facilities in Outlot #3 as a result of the violation of City ordinances, it will reasonably attempt to provide advance notice to LESSEE.

(c) The CITY has no obligation to enforce or guarantee the availability or exclusivity of the area set aside for the Parking Area under this Lease. It shall not be a default by CITY under this Lease if vehicles are parked in Parking Area by those who are not tenants or guests of tenants of LESSEE. LESSEE may post appropriate signage advising users or potential users of the Parking Area of the reservation of the spaces for its use. Such signage shall be approved by the CITY prior to posting. LESSEE may avail itself of the provisions of Wis. Stat. §346.57(4); the investigation and enforcement of Wis. Stat. §346.57(4) by the CITY, however, remains within the sound exercise of discretion of the City of Wausau Police Department and availability of law enforcement officers to respond to requests for service.

2. **TERM.** Subject to the termination provisions of sections 6 and 7, this Lease shall be for a thirty year term beginning on _____, 2020, and ending on _____, 20____, which may be renewed for two (2) additional terms of thirty years upon written notice given by LESSEE to the CITY not less than 60 days prior to the end of the initial lease term or the end of a renewal term and provided LESSEE is not in default of the provisions of this Lease.

3. **PAYMENTS.** After the initial construction and striping of Outlot #3, LESSEE shall pay LESSOR as rent an annual amount equivalent to the annual operations and maintenance costs of the entirety of Outlot #3, such amount to be paid by in kind operations and maintenance services performed by LESSEE for the entirety of Outlot #3. Such costs are valued at approximately _____ per month in 2020 and will vary on an annual basis depending on changing operational needs and costs. Operations and maintenance to be performed by LESSEE include snow plowing and removal, debris removal, line striping, sealing and crack filling for the entirety of Outlot #3. LESSEE shall be responsible for such operations and maintenance as reasonably necessary to maintain Outlot #3 in good and slightly condition. LESSEE shall not be responsible for any work covered by any warranty received by the CITY for the initial construction of Outlot #3 or for the cost of repaving or reconstruction of Outlot #3 which shall be done by the CITY at the CITY'S sole cost and expense. All lighting, if any, serving Outlot #3 shall be installed, maintained and paid for by the CITY.
4. **RULES.** All parking under this Lease shall be subject to the ordinances of the CITY of Wausau.
5. **VEHICLES PARKED AT OWNER'S RISK.** CITY shall not be responsible for loss or damage to any vehicle parked in Outlot #3 or the Parking Area whether or not such damage is caused by other vehicle(s) or person(s) in Outlot #3 or the Parking Area and surrounding area, nor loss or damage to possessions, items, or other contents left in vehicles parked in Outlot #3 or the Parking Area whether by fire, vandalism, theft or any other cause. CITY further is not responsible for loss, damage or injury by or to other users of Outlot #3 or the Parking Area or any other individual or personal injury of any nature. LESSEE expressly acknowledges that the CITY shall have no duty to provide security, and expressly does not assume any obligation to provide for the security of Outlot #3 or Parking Area or to protect individuals using, or vehicles or property located in Outlot #3 or Parking Area from criminal activity.
6. **DAMAGED PROPERTY.** If LESSEE, its agents, employees, or any of its tenants or other guests using Outlot #3 or the Parking Area, damages any personal property, or any equipment or other property at the Outlot #3 or the Parking Area, in addition to any liability LESSEE may have for any claims, losses or costs arising out of such damage, the CITY may, at its option, terminate this Lease.
7. **TERMINATION.** An event of default shall be deemed to occur should any of the following events happen:
- a. failure to timely perform any operations or maintenance services under this Lease to maintain Outlot #3 or the Parking Area in good and slightly condition;
 - b. repeated failure of LESSEE, its agents, employees, or any of its tenants or other guests, to obey CITY ordinances concerning security, safety, or preservation of Outlot #3 or the Parking Area, during the term of the Lease; or
 - c. failure of the LESSEE to comply with any other term or condition of this Lease, including any addenda or amendments hereto.
- In the event of default, the CITY shall notify LESSEE in writing, and the CITY may terminate this agreement if such event of default is not cured within 10 days of LESSEE'S receipt of such notice, upon notice to said LESSEE, without penalty or liability to the CITY.
8. **INSURANCE.** LESSEE shall maintain a commercial general liability policy with coverage at least as broad as Insurance Services Office Commercial General Liability Form including coverage for Premises and Operations liability, Products and Completed Operations,

Contractual Liability (including joint negligence coverage), personal injury coverage, and fire damage limits as follows:

a.	Each Occurrence limit	\$1,000,000
b.	Personal and Advertising Injury limits	\$1,000,000
c.	General aggregate limit (other than Products-Completed Operation) Per location	\$2,000,000
d.	Products-Completed Operations aggregate	\$2,000,000
e.	Fire Damage limit – any one fire	\$ 250,000
f.	Medical Expense limit – any one person	\$ 5,000

Such insurance is primary coverage and any insurance or self-insurance maintained by the CITY, its officers, council members, agents, or employees will not contribute to a loss. All insurance shall be in full force prior to using or occupying the leased premises and remain in force until the end of the Lease. The CITY shall be named as an additional insured on all liability coverage and LESSEE shall provide the CITY a certificate of insurance signed by the insurer's authorized representative evidencing the coverage required under this Lease. All additional insured forms must be attached to the certificate of insurance. The commercial General Liability general aggregate limit must apply "per location."

9. **INDEMNIFICATION.** LESSEE shall defend, indemnify, and hold harmless CITY, its employees, agents, and elected and appointed officials from and against all liabilities, losses, judgments, actions, suits, obligations, debts, demands, damages, penalties, claims, costs, charges and expenses, including reasonable attorneys' fees, of any kind or of any nature whatsoever which may be imposed, incurred, sustained or asserted against CITY, its employees, agents, and/or elected or appointed officials by reason of any injury or death to any person, or loss, damage, or destruction of any property or loss of use thereof, or otherwise arising directly or indirectly as a result of LESSEE'S action or omissions under this Lease. This indemnity provision shall survive the termination or expiration of this Lease.
10. **FORCE MAJEURE/OCCUPANCY DISRUPTION.** If Outlot #3 or any portion thereof shall be destroyed or damaged by fire or other calamity, acts of God or other causes beyond the reasonable control of LESSEE or CITY, then this Lease shall terminate upon at least five (5) days written notice, if practical, to the other party that an event of "Force Majeure" has occurred and prevented performance by the party experiencing the event of "Force Majeure". In the event of a termination by reason of "Force Majeure", the CITY shall not be liable or responsible to the LESSEE for any damages caused thereby and LESSEE waives all claims against the CITY for damages sustained by reason of such termination.
11. **PARKING FACILITY CLOSURE.** The CITY reserves the right to close all or portions of Outlot #3 or the Parking Area as reasonably necessary for repaving and reconstruction. When closing Outlot #3 or the Parking Area, the CITY shall seek to avoid any inconveniences to LESSEE and shall use good faith reasonable efforts to minimize the length of the closure or the reduction of parking capacity in Outlot #3 or the Parking Area during the closure. CITY will provide LESSEE as much advance notice as possible under the circumstances and will work with LESSEE to attempt to locate alternate parking during the closure period.
12. **RIGHT TO REMOVE.** The CITY reserves the right to remove or expel from Outlot #3, or the Parking Area, any person engaging in or conducting him/herself in a manner disruptive, abusive or offensive to other patrons at or in Outlot #3 or the Parking Area. Neither the CITY,

nor any of its employees shall be liable to the LESSEE for any damages that may be sustained by LESSEE through the CITY's exercise of such right.

13. **NO ASSIGNMENT OR SUBLETTING.** LESSEE may not assign or sublet this Lease, its rights, obligations or duties hereunder without the prior written consent of the CITY which may not be unreasonably withheld, conditioned, or delayed.
14. **NONWAIVER.** The CITY's acceptance of rent or failure to complain of any action, non-action or default of LESSEE, whether singular or repetitive, shall not constitute a waiver of any of the CITY's rights. If LESSEE's payment of any sum due the CITY is accompanied by written conditions or is represented by LESSEE to be a settlement or satisfaction of any obligation, the CITY may accept and deposit such moneys without being bound by such conditions or representations unless the CITY expressly agrees in a separate written instrument. The CITY's waiver of any right of the CITY, or any default of the LESSEE shall not constitute a waiver of any other right or constitute waiver of any other default or subsequent default.
15. **ATTORNEY FEES.** If the CITY is required to file suit to collect any amount owed it or obligation required under this Lease, CITY shall be entitled to collect reasonable attorney's fees for its prosecution of the suit.
16. **ENTIRE AGREEMENT/AMENDMENTS.** This Lease constitutes the entire agreement between the parties, and supercedes any and all previous written or oral agreements or representations between the parties. This Lease may only be amended in writing signed by both parties.
17. **SEVERABILITY.** If any covenant, condition, provision, term or agreement of this Lease is, to any extent, held invalid or unenforceable, the remaining portion thereof and all other covenants, conditions, provisions, terms and agreements of this Lease will not be affected by such holding, and will remain valid and in force to the fullest extent permitted by law.
18. **NOTICES.** Any notice under this Lease shall be given by certified mail, overnight mail, or by personal delivery, and shall be effective upon receipt. Notice shall be sent to the address for the receiving party as designated herein: For LESSEE: _____ For CITY: CITY Clerk, CITY of Wausau, 407 Grant Street, Wausau, WI 54403.

[Signatures Follow]

IN WITNESS WHEREOF, this Agreement is executed to be effective on the ____ day of _____, 2020.

LESSEE

By: _____

Name: _____

Title: _____

CITY

By: _____

Name: _____

Title: _____

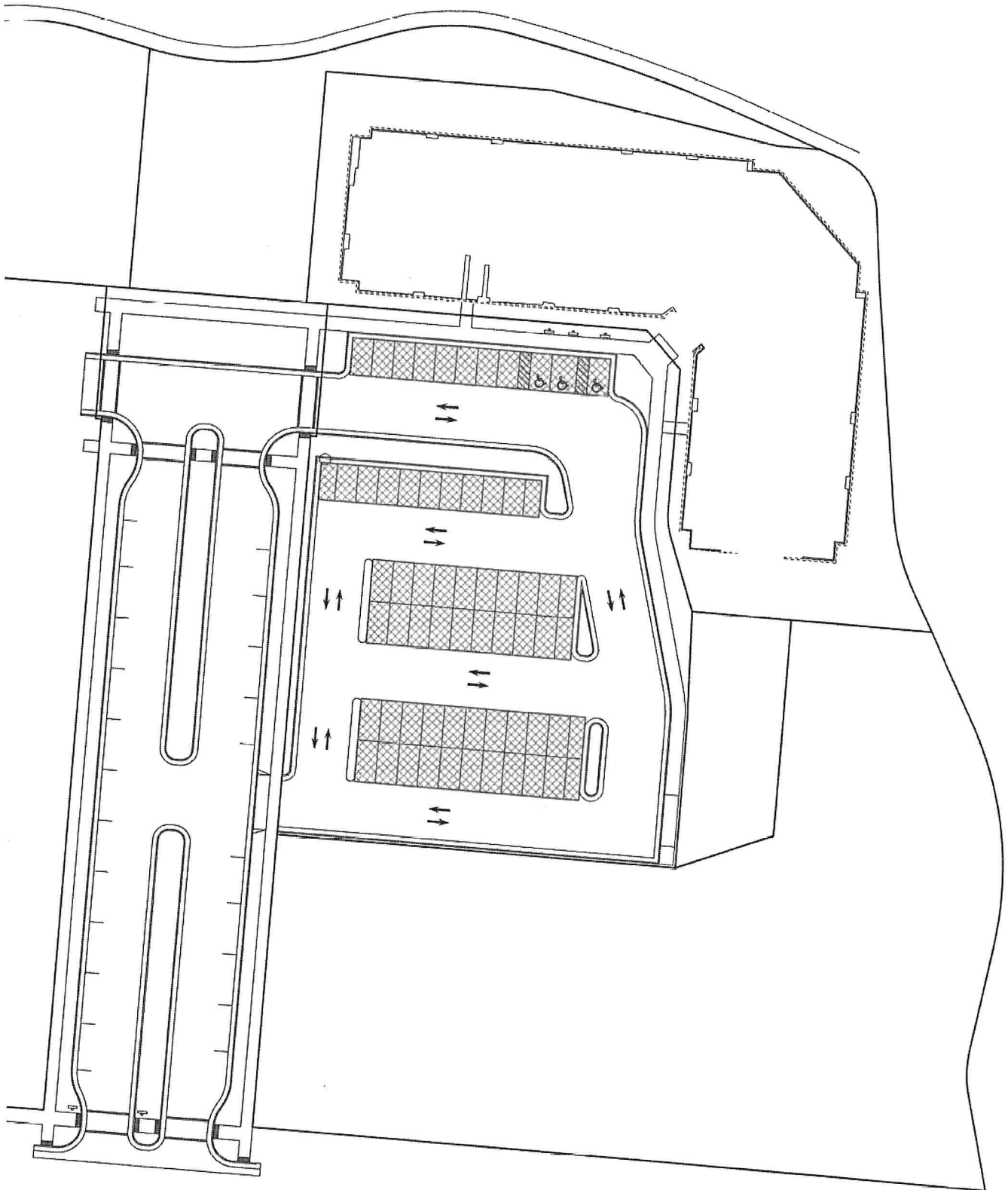
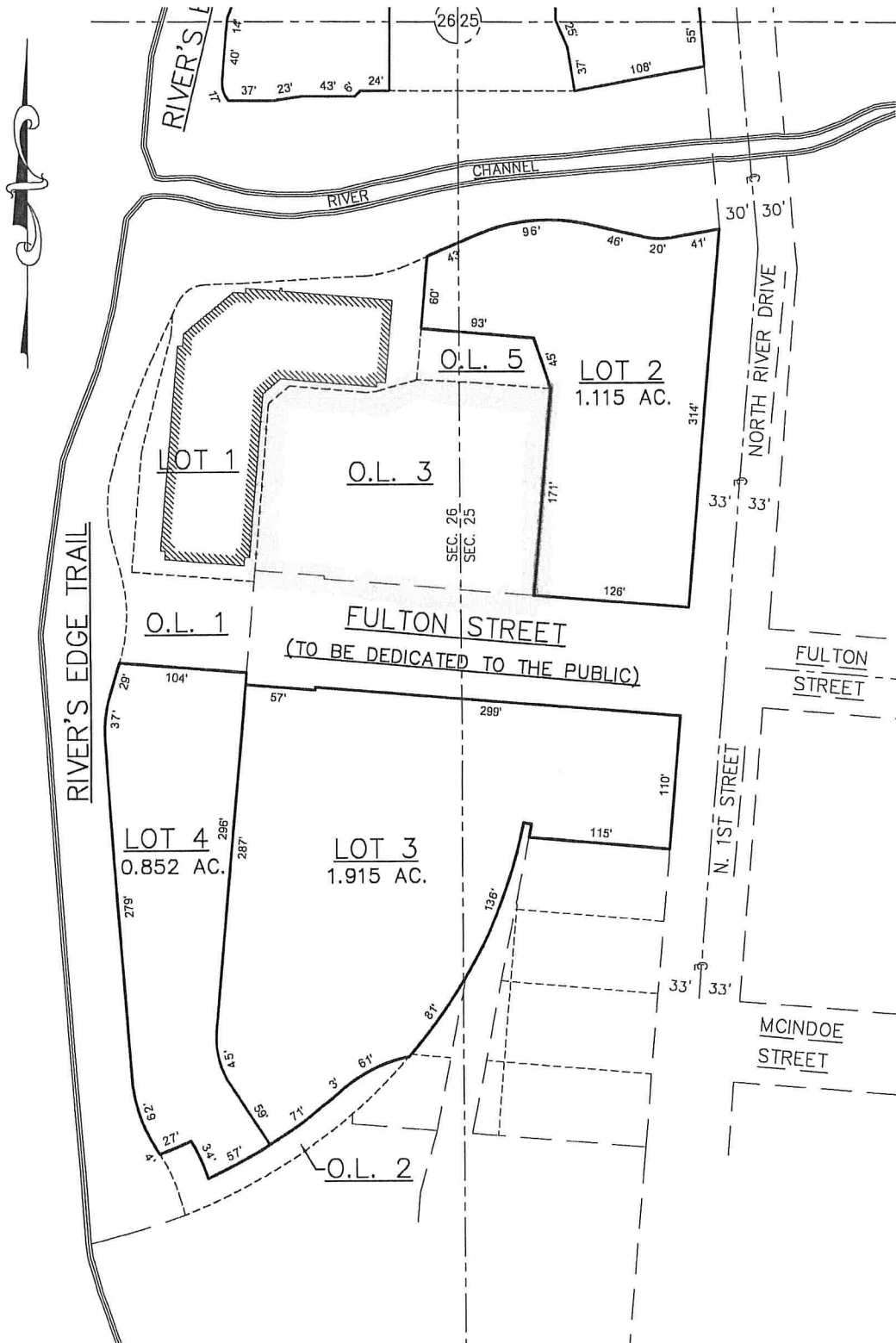


EXHIBIT 1

RIVERFRONT SOUTH

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



SCALE IN FEET
0 25 50 100



Office of the City Attorney

TEL: (715) 261-6590

FAX: (715) 261-6808

Anne L. Jacobson
City Attorney

Tara G. Alfonso
Assistant City Attorney

Nathan Miller
Assistant City Attorney

Memorandum

From: Anne L. Jacobson, City Attorney

To: Economic Development Committee

Date: July 2, 2020

Re: Amendment to Ground Lease with Church of the Resurrection Parish

Purpose: The purpose of this item is to discuss possible amendments to the Ground Lease with Church of the Resurrection Parish.

Background: The City and Church of the Resurrection Parish ("Parish") entered into a Ground Lease on December 30, 2015, wherein the City of Wausau ("City") leased from the Parish the property shown on the attached map for the construction and operation of a publicly accessible green space and approximately (20)-stall surface parking lot, for a term of ten (10) years, at \$1 per year.

The west half of the block (Lot 1 of CSM No. 17225) was conveyed by the Parish to the City, along with the recording of a restrictive covenant providing for permitted uses and signage approvals required on the property. An Amendment to that Declaration was recorded 7/10/17, adding to the list of permitted uses, "parking lots, whether improved or unimproved, and a parking ramp," which had inadvertently been omitted from the original Declaration.

The Ground Lease required of the City, pursuant to paragraphs 7.2 and 7.3:

7.2 Surface Lot Improvements. Following the Commencement Date, [City] shall construct on the southernmost parts of the Premises a surface parking area to accommodate approximately 20 parking stalls (the "Surface Lot"), the design of which shall be approved in advance by Landlord, which approval shall not be unreasonably withheld, conditioned or delayed so as to allow completion of the project within one (1) year.

7.3 Green Space Improvements. Following the Commencement Date, [City] shall construct a public park or similar green space on remaining portions of the Premises not used for the Surface Lot and its access, it being understood by [City] that the design of such green space will not include more than twenty percent (20%) hard (i.e., paved) surfacing.

Facts: I received the attached letter on May 9, 2019, and scheduled a staff meeting to discuss these matters. That letter importantly states that the Parish has agreed to waive the construction of 20 parking stalls on the southern end of the Premises in lieu of 20 stalls of angled street parking on the west side of North 2nd Street. These stalls will be added as part of the reconstruction of North 2nd Street in front of the Church property. The curb fronting the stalls will run along the limit of the street right-of-way. Concrete paved off-street access to the stalls will be located on the leased premises immediately west of the stalls.

As to the green space, they asked for a timetable and a mutually agreeable design by September 30, 2019 with construction of a park to be completed by October 1, 2020. At that time, they had been told the area would be seeded.

Status: Today, there exists angled parking on the west side of North 2nd Street, which is on street right-of-way. They are all subject to and signed with a two-hour parking restriction. The property which the City leases from the Parish has been seeded and there are currently no plans of which I am aware to construct a park.

Maryanne Groat received a call from a member of the Parish on or around February 4, 2020, inquiring when the church parking lot was going to be constructed. She explained that the Parish had agreed to eliminate the lot in exchange for on street parking. There appears to be some disagreement on the part of the caller as to whether the church agreed to this change. There also appears to be an expectation that the spaces were to be reserved for church use. As they exist, they are open to the public, under a 2-hour parking restriction. Separately, a request from the Parish to designate some number of those angled parking stalls is scheduled for discussion by the CISM Committee on July 9, 2020, to allow for parking beyond 2 hours for church activities.

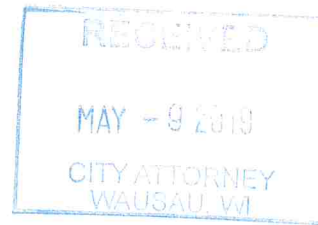
Recommendation: Discuss and make a recommendation to Council in what manner the City wishes to propose amending paragraphs 7.2 and 7.3 of the Ground Lease with the Parish.

Staff Recommendation: Approval by Committee and Council.

cc: Mayor



Church of the Resurrection
of our Lord Jesus Christ



08 May 2019

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

Dear Ms. Jacobson:

Greetings. As the pastor of the Church of the Resurrection, I want to thank you and the administration of the City of Wausau for movement on the development agreed to on the street and block opposite our church as per the **Ground Lease** ("Lease") dated December 30, 2015 between the City and ourselves. I enclose a copy for your convenience. The work being done this summer will be an asset both to the Parish and the City.

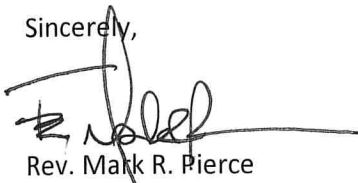
You will notice that I am not the pastor who signed the Lease on behalf of the Parish more than three years ago. I have experience that with personnel changes, agreements and understandings made with one set of representatives can get forgotten. **I am writing to establish a timetable with the City for moving forward with a provision of Article 7 of the Lease that has been "adjusted" since the original agreement was signed ... and one that remains outstanding.**

Regarding the second paragraph (7.2), Surface Lot Improvements, there has been prior discussion with representatives of the City regarding the construction of surface parking. We have agreed to waive the construction of 20 parking stalls on the southern end of the Premises in lieu of 20 stalls of angled street parking on the west side of North 2nd Street. These stalls will be added as part of the reconstruction of North 2nd Street in front of the Church property. The curb fronting the stalls will run along the limit of the street right-of-way. Concrete paved off-street access to the stalls will be located on the leased premises immediately west of the stalls.

Regarding the third paragraph (7.3), Green Space Improvements, this paragraph calls for the construction of "a public park" on the leased premises. It is particularly with regard to this provision that I would like to establish a mutually agreeable time table. All we have been told to date is that the area will be seeded. As it will reflect on our campus, we are very interested in knowing what further plans the city has for that area. I understand that this will require some planning on your part. We are proposing that a **design for the space be agreed upon between us by September 30, 2019 with construction of the park to be completed by October 1, 2020.**

I would appreciate a response at your earliest convenience.

Sincerely,



Rev. Mark R. Pierce
pastor

GROUND LEASE

THIS GROUND LEASE ("Lease") is dated as of December 30th, 2015 (the "Commencement Date"), between the City of Wausau, Wisconsin, a Wisconsin municipal corporation ("Tenant") and Church of the Resurrection Parish (the "Landlord").

WHEREAS, Landlord owns that certain real property legally described on Exhibit A attached hereto and incorporated herein (the "Premises"); and

WHEREAS, subject to the terms and conditions of this Lease (including, without limitation, Section 1.2 hereof), Landlord desires to lease to Tenant and Tenant desires to lease from Landlord the Premises;

NOW THEREFORE, the parties agree as follows:

ARTICLE 1: THE PREMISES.

1.1 Lease. Landlord does hereby lease to Tenant, and Tenant does hereby lease from Landlord, subject to and in accordance with the terms and the provisions of this Lease.

1.2 Use. The Premises shall be used by Tenant for the construction and operation of a publicly accessible green space and approximately twenty (20)-stall surface parking lot, and for any related purposes. Tenant will not use the Premises or knowingly permit the Premises to be used in violation of any laws or in any manner that would constitute a public or private nuisance or waste.

1.3 Possession. Landlord shall deliver possession of the Premises to Tenant on the date hereof.

ARTICLE 2: TERM.

2.1 Term. The term of this Lease ("Term") shall be ten (10) years, commencing on the date hereof and expiring on the day immediately preceding the tenth (10th) anniversary of the date hereof (the "Expiration Date"), unless sooner terminated as provided herein.

2.2 Option to Extend. So long as Tenant is not in default hereunder beyond any notice and cure period, Tenant shall have four (4) options to extend the Term for four (4) consecutive ten (10) year periods (each, an "Extension Term" and when properly exercised and taken together, collectively shall be deemed included in the Term) on the same terms and conditions as set forth herein, which option shall be deemed to be exercised automatically, unless Tenant provides written notice thereof to Landlord not less than thirty (30) days prior to the expiration of the then current Term or Extension Term.

ARTICLE 3: RENT.

3.1 Rent. The rent for the entire Term and any Extension Term shall be one dollar (\$1) per year, payable on or before the anniversary of the Commencement Date.

ARTICLE 4: TAXES AND ASSESSMENTS.

4.1 Responsibility for Payment.

- (a) Landlord shall pay all real estate taxes and assessments accruing prior to the date of this Lease.
- (b) Tenant shall pay all real estate taxes and assessments accruing during the Term and any Extension Term.
- (c) Real estate taxes and assessments for the years in which the Lease begins and ends shall be apportioned pro rata between Landlord and Tenant on the basis of the number of days that the Term of this Lease in such years exists within twenty (20) days following receipt of the tax bill for years in which proration is required.

4.2 Tenant's Failure to Pay. If Tenant fails to pay such real estate taxes and assessments allocated to Tenant hereunder prior to the date of delinquency thereof, Landlord may, at its option, pay such real estate taxes and assessments, together with all penalties and interest which may have been added thereto because of Tenant's delinquency or default, and may likewise redeem the Premises, or any part thereof, or the buildings or improvements situated thereon, from any tax sale or sales. Any amounts so paid by Landlord shall become immediately due and payable as rent by Tenant to Landlord, together with interest thereon at the rate of six percent (6%) per annum from the date of payment by Landlord until repaid to Landlord by Tenant. Any such payment by Landlord shall not be deemed to be a waiver of any other rights which Landlord may have under the provisions of this Lease or as provided by law.

4.3 Landlord's Failure to Pay. If Landlord fails to pay such real estate taxes and assessments allocated Landlord hereunder prior to the date of delinquency thereof, Tenant may, at its option, pay such real estate taxes and assessments, together with all penalties and interest which may have been added thereto because of Landlord's delinquency or default, and may likewise redeem the Premises, or any part thereof, or the buildings or improvements situated thereon, from any tax sale or sales. Any amounts so paid by Tenant shall become immediately due and payable, together with interest thereon at the rate of six percent (6%) per annum from the date of payment by Tenant until repaid to Tenant by Landlord. Any such payment by Tenant shall not be deemed to be a waiver of any other rights which Tenant may have under the provisions of this Lease or as provided by law.

ARTICLE 5: UTILITIES.

Tenant shall, during the Term hereof, pay all charges for utilities, including, without limitation, all charges for telephone, gas, electricity, sewage, garbage, heat, power and water used in or on the Premises.

ARTICLE 6: REPAIRS AND MAINTENANCE.

During the Term, except as otherwise provided in this Lease, Tenant shall, at its own expense and risk, maintain and repair the Premises as it determines to be appropriate in its sole discretion.

ARTICLE 7: DEMOLITION, ALTERATIONS AND ADDITIONS.

7.1 Demolition. Following the Commencement Date, Tenant shall demolish, remove, and dispose of any existing buildings and improvements on the Premises. 12/30/15

7.2 Surface Lot Improvements. Following the Commencement Date, Tenant shall construct on the southernmost parts of the Premises a surface parking area to accommodate approximately 20 parking stalls (the "Surface Lot"), the design of which shall be approved in advance by Landlord, which approval shall not be unreasonably withheld, conditioned or delayed so as to allow completion of the project within one (1) year.

7.3 Green Space Improvements. Following the Commencement Date, Tenant shall construct a public park or similar green space on remaining portions of the Premises not used for the Surface Lot and its access, it being understood by Tenant that the design of such green space will not include more than twenty percent (20%) hard (i.e., paved) surfacing.

7.4 Condition to Commencement. Tenant's obligations under this Article 7 will be subject to the termination of that certain Post Closing Occupancy Agreement by and between Landlord and Tenant dated of even date herewith and Landlord's cleanup and removal of all property, materials and waste on the property subject to the Post Closing Occupancy Agreement.

ARTICLE 8: REPAIRS.

In the case of damage to or destruction of the Premises, Tenant shall repair or replace such damage or destruction as deemed necessary by Tenant.

ARTICLE 9: QUIET ENJOYMENT.

Tenant may lawfully and quietly possess and enjoy the Premises during the term of this Lease without hindrance by Landlord or any party claiming by, through, or under Landlord.

ARTICLE 10: ASSIGNMENT AND SUBLEASE.

Except as provided herein, Tenant shall not assign this Lease or sublet the Premises, or any portion thereof, or permit the use or the occupancy of the Premises, or any portion thereof, by any third party at any time, without first obtaining the consent of Landlord, which shall not be unreasonably withheld, provided any such assignee must assume the obligations of Tenant under this Lease; in which event, Tenant shall, upon such assumption, be released from all obligations hereunder. Notwithstanding the preceding provisions of this Article 10, Tenant may sublease parking stalls in the Surface Lot from time to time and at any time on terms and conditions as Tenant deems acceptable in its discretion; provided, however, that Tenant shall sublease to Landlord twelve (12) stalls at no rental charge to Landlord on such terms and conditions as are otherwise customary for parking stall leases by Tenant.

ARTICLE 11: SURRENDER.

11.1 Expiration of Term; Holding Over. At the expiration or termination of this Lease, Tenant shall surrender immediate possession of the Premises to Landlord in "AS IS" condition.

11.2 Removal of Tenant Personal Property. All fixtures, personal property, equipment and machinery located within the Premises may be removed by Tenant prior to or within ninety (90) days after termination of this Lease.

11.3 Abandoned Personal Property. Any equipment, machinery or other personal property of Tenant remaining on or in the Premises more than ninety (90) days after the termination of this Lease may, at the option of Landlord, be considered abandoned by Tenant and retained by Landlord or disposed of without accountability in such manner as Landlord may deem appropriate.

ARTICLE 12: CONDEMNATION.

12.1 Total Condemnation. If during the Term of this Lease, all of the Premises should be taken for any public or quasi-public use under any law, ordinance, or regulation or by right of eminent domain, or should be sold to a condemning authority under threat of condemnation, this Lease shall terminate and the rent shall be abated during the unexpired portion of this Lease, effective as of the date of the taking of the Premises by the condemning authority.

12.2 Partial Condemnation. If during the Term of this Lease, less than all of the Premises shall be taken for any public or quasi-public use under any law, ordinance, or regulations, or by right of eminent domain, or should be sold to a condemning authority under the threat of condemnation, Tenant shall have the option to terminate this Lease by written notice to Landlord within ninety (90) days of the taking.

12.3 Condemnation Awards. All condemnation awards shall be prorated between Landlord and Tenant based on the valuation of the parties' proportionate interest in the Premises so taken.

ARTICLE 13: DEFAULT.

13.1 Events of Default. The occurrence of any one or more of the following events shall constitute an event of default under this Lease, but only if such event of default is finally determined by a court ("Event of Default"):

- (a) The failure by Tenant to pay any installment of rent or any other money due to Landlord under this Lease within thirty (30) days after receiving a written notice of the delinquency thereof from Landlord; and
- (b) The failure by Tenant to perform any other covenant or agreement to be performed by Tenant under this Lease within thirty (30) days after receiving written notice from Landlord or, if more than thirty (30) days are required to perform such covenant or agreement, the failure of Tenant to commence the performance thereof within such thirty (30) day period and thereafter to diligently pursue such performance to completion.

13.2 Landlord Remedies. Upon the occurrence of an Event of Default (as confirmed by a final order of a court of competent jurisdiction), Landlord may, upon thirty (30) days prior written notice to Tenant, terminate this Lease, or have any such other remedies as may be available at law or in equity.

13.3 Expenses of Litigation. In case it should be necessary or proper for one party to bring an action under this Lease against the other, then the party which does not prevail agrees in each and any such case to pay to the party which prevails its reasonable attorneys' fees and costs.

ARTICLE 14: LEASE NOT SUBORDINATE TO ENCUMBRANCES.

This Lease shall not be subject and subordinate to any mortgages now on or that may be hereafter placed against the Premises.

ARTICLE 15: COMPLIANCE WITH LAWS.

Tenant shall promptly comply, or cause prompt compliance with, all laws, ordinances, orders, rules and regulations of all municipal, county, state, federal or other governmental authorities properly applicable to the Premises.

ARTICLE 16: CONSTRUCTION AND REPAIR LICENSE.

In addition to the other rights granted Tenant pursuant to this Lease, from time to time and at any time that Tenant, or its successors or assigns requires access to and use of the Premises for purposes of undertaking any construction, repairs, or replacements of any structure owned or operated by Tenant or its successors or assigns on property adjoining the Premises to the west, Tenant shall have a license to do so. This license shall survive the expiration or earlier termination of this Lease.

ARTICLE 17: ENVIRONMENTAL.

17.1 Remediation. Landlord shall be responsible for the remediation of any environmental contamination of the Premises which occurred prior to the date Tenant occupies the Premises pursuant to this Lease and any such contamination which occurs after the date Tenant takes possession of the Premises, insofar as such contamination was caused by Landlord's use of the Premises. Tenant shall be responsible for the remediation of any environmental contamination of the Premises which occurs after the date Tenant occupies the Premises and is caused by Tenant's use of the Premises pursuant to this Lease. "Environmental contamination" shall mean any matter giving rise to liability under the Resource, Conservation, Recovery Act, 42 U.S.C. Section 6901 *et seq.*, the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601 *et seq.*, any state or local law regulating hazardous or toxic waste, asbestos, environmental protection, spill compensation, clean air and water, or under any common law theory based on nuisance or strict liability.

17.2 Indemnification by Tenant. Tenant shall indemnify and hold Landlord harmless from and against any and all losses, liabilities, fines and penalties, damages, and expenses (including, without limitation, amounts paid in settlement, reasonable attorneys' fees, and other legal expenses) incurred by Landlord as a result of (a) any environmental contamination of the Premises which occurs after the date Tenant occupies the Premises pursuant to this Lease, or (b) any knowing violation by Tenant of any covenant or agreement between Landlord and the State of Wisconsin with respect to the remediation or preservation of the Premises. In case any action or proceeding is brought against Landlord by reason of any claim described above, Tenant shall defend the same at Tenant's expense by counsel satisfactory to Landlord.

17.3 Indemnification by Landlord. Landlord shall indemnify and hold Tenant harmless from and against any and all losses, liabilities, fines and penalties, damages, and expenses (including, without limitation, amounts paid in settlement, reasonable attorneys' fees, and other legal expenses) incurred by Tenant as a result of any environmental contamination of the Premises which occurred prior to the date Tenant occupies the Premises pursuant to this Lease and any such contamination which occurs after the date Tenant takes possession of the Premises, insofar as such contamination was not caused by Tenant's use of the Premises. In case any action or proceeding is brought against Tenant by reason of any claim described above, Landlord shall defend the same at Landlord's expense by counsel satisfactory to Tenant.

17.4 Survival. The provisions of this Article 17 shall survive the expiration or termination of this Lease.

ARTICLE 18: GENERAL PROVISIONS.

18.1 Binding Effect. The provisions of this Lease shall be binding upon and inure to the benefit of the parties hereto, their heirs, executors, administrators, successors, and assigns.

18.2 Governing Law. This Lease shall be construed, enforced, and governed in all respect, in accordance with the laws and the statutes of the State of Wisconsin.

18.3 Partial Invalidity. The invalidity of any particular term or provisions of this Lease shall not affect the validity of the remaining terms and provisions hereof.

18.4 Amendments. No alterations to or modifications of the terms or the provisions of this Lease shall be effective unless such alteration or such modification is reduced to writing, and is then properly executed by the parties hereto.

18.5 Complete Agreement. This Lease supersedes any prior contract or arrangement between the parties hereto, and represents the complete agreement of the parties hereto.

18.6 Counterparts. This Lease may be executed in any number of counterparts, each of which shall be an original, and such counterparts together shall constitute one and the same instrument.

18.7 Notices. All notices provided by this Lease shall be given in writing (i) either by actual delivery of the notice to the party thereunto entitled, (ii) by mailing of the notice in the United States mail, first-class postage prepaid, to the address of the party entitled thereto, registered or certified mail, return receipt requested, or (iii) by delivery by nationally recognized overnight delivery service. The notice shall be deemed to be received on the date of its actual receipt by the party entitled thereto. All notices, demands, or other communications to any of the other parties to this Lease shall be addressed as follows:

If to the Landlord:

Church of the Resurrection Parish
621 Second Street
Wausau WI 54403
Attn: Pastor

If to the Tenant:

City of Wausau
407 Grant St.
Wausau, WI 54403
Attn: City Attorney

The address of any party hereto may be changed by notice to the other party duly served in accordance with the provisions hereof.

18.8 Waiver. Any waiver by a party hereto of a breach of any term or condition of this Lease shall not be considered as a waiver of any subsequent breach of the same or any other term or condition hereof.

18.9 Memorandum of Lease. Concurrent with the execution hereof, the parties shall execute and record with the appropriate county recorder a Memorandum of Lease in form and content reasonably acceptable to Tenant.

ARTICLE 19: RIGHT OF FIRST REFUSAL.

19.1 Grant. Landlord hereby grants to Tenant a right of first refusal ("ROFR") with respect to the Premises on the terms and conditions as set forth herein.

19.2 Notice. During any time that the Lease remains in effect, in the event that Landlord shall receive what Landlord deems, in its reasonable discretion, to be an acceptable offer for the purchase of the Premises, or any interest therein (such interest shall be called the "Current ROFR Property") from a third party not bound by this Agreement (a "Bona Fide Offer"), Landlord shall notify Tenant in writing of the Bona Fide Offer, which notice shall contain a full and complete copy of the Bona Fide Offer (the "ROFR Notice").

19.3 Process. Tenant shall have sixty (60) days from its receipt of the ROFR Notice to notify Landlord in writing that it agrees to purchase the Current ROFR Property on the same terms and conditions as are contained in the Bona Fide Offer (the "Tenant Acceptance") and the parties shall thereafter consummate the transaction contemplated in the ROFR Notice on the terms and conditions set forth therein. In the event that (i) Tenant provides Landlord written notification in such sixty (60) day period that it declines to purchase the Property, in accordance with the terms of the Bona Fide Offer, or (ii) Tenant otherwise fails to provide Tenant's Acceptance to Landlord within said sixty (60) day period, Tenant shall be deemed to have waived the ROFR, and the ROFR shall become null and void and be of no further force or effect with regard to such Current ROFR Property. In the event that, after Tenant's waiver of the ROFR, the terms and conditions of the transaction contemplated by the Bona Fide Offer shall be materially modified, then Landlord shall provide Tenant with an additional ROFR Notice with respect to the Current ROFR Property and Tenant shall have an additional thirty (30) days following receipt to provide a Tenant's Acceptance with regard to the Bona Fide Offer on such new terms and conditions. Should the transaction contemplated by the Bone Fide Offer fail to close for any reason, then the ROFR shall continue in full force and effect.

[Signature Page to Follow]

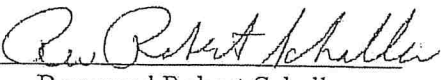
EXECUTED as of the day and year first above written.

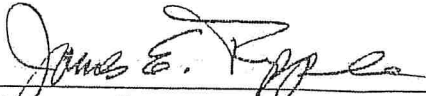
LANDLORD:

TENANT:

CHURCH OF THE RESURRECTION PARISH

CITY OF WAUSAU, WISCONSIN

By: 
Print Name: Reverend Robert Schaller
Title: Vice-President

By: 
Print Name: James E. Tipple
Title: Mayor

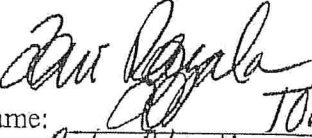
Attest: 
Print Name: TONI LAYALA
Title: City Clerk

EXHIBIT A

PREMISES

Lot two (2) of Certified Survey Map No. 17225 recorded in the office of the Register of Deeds for Marathon County, Wisconsin, in Volume 82 of Certified Survey Maps on page 23, as Document No. 1701487.

GROUND LEASE

THIS GROUND LEASE ("Lease") is dated as of December 30th, 2015 (the "Commencement Date"), between the City of Wausau, Wisconsin, a Wisconsin municipal corporation ("Tenant") and Church of the Resurrection Parish (the "Landlord").

WHEREAS, Landlord owns that certain real property legally described on Exhibit A attached hereto and incorporated herein (the "Premises"); and

WHEREAS, subject to the terms and conditions of this Lease (including, without limitation, Section 1.2 hereof), Landlord desires to lease to Tenant and Tenant desires to lease from Landlord the Premises;

NOW THEREFORE, the parties agree as follows:

ARTICLE 1: THE PREMISES.

1.1 Lease. Landlord does hereby lease to Tenant, and Tenant does hereby lease from Landlord, subject to and in accordance with the terms and the provisions of this Lease.

1.2 Use. The Premises shall be used by Tenant for the construction and operation of a publicly accessible green space and approximately twenty (20)-stall surface parking lot, and for any related purposes. Tenant will not use the Premises or knowingly permit the Premises to be used in violation of any laws or in any manner that would constitute a public or private nuisance or waste.

1.3 Possession. Landlord shall deliver possession of the Premises to Tenant on the date hereof.

ARTICLE 2: TERM.

2.1 Term. The term of this Lease ("Term") shall be ten (10) years, commencing on the date hereof and expiring on the day immediately preceding the tenth (10th) anniversary of the date hereof (the "Expiration Date"), unless sooner terminated as provided herein.

2.2 Option to Extend. So long as Tenant is not in default hereunder beyond any notice and cure period, Tenant shall have four (4) options to extend the Term for four (4) consecutive ten (10) year periods (each, an "Extension Term" and when properly exercised and taken together, collectively shall be deemed included in the Term) on the same terms and conditions as set forth herein, which option shall be deemed to be exercised automatically, unless Tenant provides written notice thereof to Landlord not less than thirty (30) days prior to the expiration of the then current Term or Extension Term.

ARTICLE 3: RENT.

3.1 Rent. The rent for the entire Term and any Extension Term shall be one dollar (\$1) per year, payable on or before the anniversary of the Commencement Date.

ARTICLE 4: TAXES AND ASSESSMENTS.

4.1 Responsibility for Payment.

- (a) Landlord shall pay all real estate taxes and assessments accruing prior to the date of this Lease.
- (b) Tenant shall pay all real estate taxes and assessments accruing during the Term and any Extension Term.
- (c) Real estate taxes and assessments for the years in which the Lease begins and ends shall be apportioned pro rata between Landlord and Tenant on the basis of the number of days that the Term of this Lease in such years exists within twenty (20) days following receipt of the tax bill for years in which proration is required.

4.2 Tenant's Failure to Pay. If Tenant fails to pay such real estate taxes and assessments allocated to Tenant hereunder prior to the date of delinquency thereof, Landlord may, at its option, pay such real estate taxes and assessments, together with all penalties and interest which may have been added thereto because of Tenant's delinquency or default, and may likewise redeem the Premises, or any part thereof, or the buildings or improvements situated thereon, from any tax sale or sales. Any amounts so paid by Landlord shall become immediately due and payable as rent by Tenant to Landlord, together with interest thereon at the rate of six percent (6%) per annum from the date of payment by Landlord until repaid to Landlord by Tenant. Any such payment by Landlord shall not be deemed to be a waiver of any other rights which Landlord may have under the provisions of this Lease or as provided by law.

4.3 Landlord's Failure to Pay. If Landlord fails to pay such real estate taxes and assessments allocated Landlord hereunder prior to the date of delinquency thereof, Tenant may, at its option, pay such real estate taxes and assessments, together with all penalties and interest which may have been added thereto because of Landlord's delinquency or default, and may likewise redeem the Premises, or any part thereof, or the buildings or improvements situated thereon, from any tax sale or sales. Any amounts so paid by Tenant shall become immediately due and payable, together with interest thereon at the rate of six percent (6%) per annum from the date of payment by Tenant until repaid to Tenant by Landlord. Any such payment by Tenant shall not be deemed to be a waiver of any other rights which Tenant may have under the provisions of this Lease or as provided by law.

ARTICLE 5: UTILITIES.

Tenant shall, during the Term hereof, pay all charges for utilities, including, without limitation, all charges for telephone, gas, electricity, sewage, garbage, heat, power and water used in or on the Premises.

ARTICLE 6: REPAIRS AND MAINTENANCE.

During the Term, except as otherwise provided in this Lease, Tenant shall, at its own expense and risk, maintain and repair the Premises as it determines to be appropriate in its sole discretion.

ARTICLE 7: DEMOLITION, ALTERATIONS AND ADDITIONS.

7.1 Demolition. Following the Commencement Date, Tenant shall demolish, remove, and dispose of any existing buildings and improvements on the Premises. 12/30/15

7.2 Surface Lot Improvements. Following the Commencement Date, Tenant shall construct on the southernmost parts of the Premises a surface parking area to accommodate approximately 20 parking stalls (the "Surface Lot"), the design of which shall be approved in advance by Landlord, which approval shall not be unreasonably withheld, conditioned or delayed so as to allow completion of the project within one (1) year.

7.3 Green Space Improvements. Following the Commencement Date, Tenant shall construct a public park or similar green space on remaining portions of the Premises not used for the Surface Lot and its access, it being understood by Tenant that the design of such green space will not include more than twenty percent (20%) hard (i.e., paved) surfacing.

7.4 Condition to Commencement. Tenant's obligations under this Article 7 will be subject to the termination of that certain Post Closing Occupancy Agreement by and between Landlord and Tenant dated of even date herewith and Landlord's cleanup and removal of all property, materials and waste on the property subject to the Post Closing Occupancy Agreement.

ARTICLE 8: REPAIRS.

In the case of damage to or destruction of the Premises, Tenant shall repair or replace such damage or destruction as deemed necessary by Tenant.

ARTICLE 9: QUIET ENJOYMENT.

Tenant may lawfully and quietly possess and enjoy the Premises during the term of this Lease without hindrance by Landlord or any party claiming by, through, or under Landlord.

ARTICLE 10: ASSIGNMENT AND SUBLEASE.

Except as provided herein, Tenant shall not assign this Lease or sublet the Premises, or any portion thereof, or permit the use or the occupancy of the Premises, or any portion thereof, by any third party at any time, without first obtaining the consent of Landlord, which shall not be unreasonably withheld, provided any such assignee must assume the obligations of Tenant under this Lease; in which event, Tenant shall, upon such assumption, be released from all obligations hereunder. Notwithstanding the preceding provisions of this Article 10, Tenant may sublease parking stalls in the Surface Lot from time to time and at any time on terms and conditions as Tenant deems acceptable in its discretion; provided, however, that Tenant shall sublease to Landlord twelve (12) stalls at no rental charge to Landlord on such terms and conditions as are otherwise customary for parking stall leases by Tenant.

ARTICLE 11: SURRENDER.

11.1 Expiration of Term; Holding Over. At the expiration or termination of this Lease, Tenant shall surrender immediate possession of the Premises to Landlord in "AS IS" condition.

11.2 Removal of Tenant Personal Property. All fixtures, personal property, equipment and machinery located within the Premises may be removed by Tenant prior to or within ninety (90) days after termination of this Lease.

11.3 Abandoned Personal Property. Any equipment, machinery or other personal property of Tenant remaining on or in the Premises more than ninety (90) days after the termination of this Lease may, at the option of Landlord, be considered abandoned by Tenant and retained by Landlord or disposed of without accountability in such manner as Landlord may deem appropriate.

ARTICLE 12: CONDEMNATION.

12.1 Total Condemnation. If during the Term of this Lease, all of the Premises should be taken for any public or quasi-public use under any law, ordinance, or regulation or by right of eminent domain, or should be sold to a condemning authority under threat of condemnation, this Lease shall terminate and the rent shall be abated during the unexpired portion of this Lease, effective as of the date of the taking of the Premises by the condemning authority.

12.2 Partial Condemnation. If during the Term of this Lease, less than all of the Premises shall be taken for any public or quasi-public use under any law, ordinance, or regulations, or by right of eminent domain, or should be sold to a condemning authority under the threat of condemnation, Tenant shall have the option to terminate this Lease by written notice to Landlord within ninety (90) days of the taking.

12.3 Condemnation Awards. All condemnation awards shall be prorated between Landlord and Tenant based on the valuation of the parties' proportionate interest in the Premises so taken.

ARTICLE 13: DEFAULT.

13.1 Events of Default. The occurrence of any one or more of the following events shall constitute an event of default under this Lease, but only if such event of default is finally determined by a court ("Event of Default"):

- (a) The failure by Tenant to pay any installment of rent or any other money due to Landlord under this Lease within thirty (30) days after receiving a written notice of the delinquency thereof from Landlord; and
- (b) The failure by Tenant to perform any other covenant or agreement to be performed by Tenant under this Lease within thirty (30) days after receiving written notice from Landlord or, if more than thirty (30) days are required to perform such covenant or agreement, the failure of Tenant to commence the performance thereof within such thirty (30) day period and thereafter to diligently pursue such performance to completion.

13.2 Landlord Remedies. Upon the occurrence of an Event of Default (as confirmed by a final order of a court of competent jurisdiction), Landlord may, upon thirty (30) days prior written notice to Tenant, terminate this Lease, or have any such other remedies as may be available at law or in equity.

13.3 Expenses of Litigation. In case it should be necessary or proper for one party to bring an action under this Lease against the other, then the party which does not prevail agrees in each and any such case to pay to the party which prevails its reasonable attorneys' fees and costs.

ARTICLE 14: LEASE NOT SUBORDINATE TO ENCUMBRANCES.

This Lease shall not be subject and subordinate to any mortgages now on or that may be hereafter placed against the Premises.

ARTICLE 15: COMPLIANCE WITH LAWS.

Tenant shall promptly comply, or cause prompt compliance with, all laws, ordinances, orders, rules and regulations of all municipal, county, state, federal or other governmental authorities properly applicable to the Premises.

ARTICLE 16: CONSTRUCTION AND REPAIR LICENSE.

In addition to the other rights granted Tenant pursuant to this Lease, from time to time and at any time that Tenant, or its successors or assigns requires access to and use of the Premises for purposes of undertaking any construction, repairs, or replacements of any structure owned or operated by Tenant or its successors or assigns on property adjoining the Premises to the west, Tenant shall have a license to do so. This license shall survive the expiration or earlier termination of this Lease.

ARTICLE 17: ENVIRONMENTAL.

17.1 Remediation. Landlord shall be responsible for the remediation of any environmental contamination of the Premises which occurred prior to the date Tenant occupies the Premises pursuant to this Lease and any such contamination which occurs after the date Tenant takes possession of the Premises, insofar as such contamination was caused by Landlord's use of the Premises. Tenant shall be responsible for the remediation of any environmental contamination of the Premises which occurs after the date Tenant occupies the Premises and is caused by Tenant's use of the Premises pursuant to this Lease. "Environmental contamination" shall mean any matter giving rise to liability under the Resource, Conservation, Recovery Act, 42 U.S.C. Section 6901 *et seq.*, the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601 *et seq.*, any state or local law regulating hazardous or toxic waste, asbestos, environmental protection, spill compensation, clean air and water, or under any common law theory based on nuisance or strict liability.

17.2 Indemnification by Tenant. Tenant shall indemnify and hold Landlord harmless from and against any and all losses, liabilities, fines and penalties, damages, and expenses (including, without limitation, amounts paid in settlement, reasonable attorneys' fees, and other legal expenses) incurred by Landlord as a result of (a) any environmental contamination of the Premises which occurs after the date Tenant occupies the Premises pursuant to this Lease, or (b) any knowing violation by Tenant of any covenant or agreement between Landlord and the State of Wisconsin with respect to the remediation or preservation of the Premises. In case any action or proceeding is brought against Landlord by reason of any claim described above, Tenant shall defend the same at Tenant's expense by counsel satisfactory to Landlord.

17.3 Indemnification by Landlord. Landlord shall indemnify and hold Tenant harmless from and against any and all losses, liabilities, fines and penalties, damages, and expenses (including, without limitation, amounts paid in settlement, reasonable attorneys' fees, and other legal expenses) incurred by Tenant as a result of any environmental contamination of the Premises which occurred prior to the date Tenant occupies the Premises pursuant to this Lease and any such contamination which occurs after the date Tenant takes possession of the Premises, insofar as such contamination was not caused by Tenant's use of the Premises. In case any action or proceeding is brought against Tenant by reason of any claim described above, Landlord shall defend the same at Landlord's expense by counsel satisfactory to Tenant.

17.4 Survival. The provisions of this Article 17 shall survive the expiration or termination of this Lease.

ARTICLE 18: GENERAL PROVISIONS.

18.1 Binding Effect. The provisions of this Lease shall be binding upon and inure to the benefit of the parties hereto, their heirs, executors, administrators, successors, and assigns.

18.2 Governing Law. This Lease shall be construed, enforced, and governed in all respect, in accordance with the laws and the statutes of the State of Wisconsin.

18.3 Partial Invalidity. The invalidity of any particular term or provisions of this Lease shall not affect the validity of the remaining terms and provisions hereof.

18.4 Amendments. No alterations to or modifications of the terms or the provisions of this Lease shall be effective unless such alteration or such modification is reduced to writing, and is then properly executed by the parties hereto.

18.5 Complete Agreement. This Lease supersedes any prior contract or arrangement between the parties hereto, and represents the complete agreement of the parties hereto.

18.6 Counterparts. This Lease may be executed in any number of counterparts, each of which shall be an original, and such counterparts together shall constitute one and the same instrument.

18.7 Notices. All notices provided by this Lease shall be given in writing (i) either by actual delivery of the notice to the party thereunto entitled, (ii) by mailing of the notice in the United States mail, first-class postage prepaid, to the address of the party entitled thereto, registered or certified mail, return receipt requested, or (iii) by delivery by nationally recognized overnight delivery service. The notice shall be deemed to be received on the date of its actual receipt by the party entitled thereto. All notices, demands, or other communications to any of the other parties to this Lease shall be addressed as follows:

If to the Landlord:

Church of the Resurrection Parish
621 Second Street
Wausau WI 54403
Attn: Pastor

If to the Tenant:

City of Wausau
407 Grant St.
Wausau, WI 54403
Attn: City Attorney

The address of any party hereto may be changed by notice to the other party duly served in accordance with the provisions hereof.

18.8 Waiver. Any waiver by a party hereto of a breach of any term or condition of this Lease shall not be considered as a waiver of any subsequent breach of the same or any other term or condition hereof.

18.9 Memorandum of Lease. Concurrent with the execution hereof, the parties shall execute and record with the appropriate county recorder a Memorandum of Lease in form and content reasonably acceptable to Tenant.

ARTICLE 19: RIGHT OF FIRST REFUSAL.

19.1 Grant. Landlord hereby grants to Tenant a right of first refusal ("ROFR") with respect to the Premises on the terms and conditions as set forth herein.

19.2 Notice. During any time that the Lease remains in effect, in the event that Landlord shall receive what Landlord deems, in its reasonable discretion, to be an acceptable offer for the purchase of the Premises, or any interest therein (such interest shall be called the "Current ROFR Property") from a third party not bound by this Agreement (a "Bona Fide Offer"), Landlord shall notify Tenant in writing of the Bona Fide Offer, which notice shall contain a full and complete copy of the Bona Fide Offer (the "ROFR Notice").

19.3 Process. Tenant shall have sixty (60) days from its receipt of the ROFR Notice to notify Landlord in writing that it agrees to purchase the Current ROFR Property on the same terms and conditions as are contained in the Bona Fide Offer (the "Tenant Acceptance") and the parties shall thereafter consummate the transaction contemplated in the ROFR Notice on the terms and conditions set forth therein. In the event that (i) Tenant provides Landlord written notification in such sixty (60) day period that it declines to purchase the Property, in accordance with the terms of the Bona Fide Offer, or (ii) Tenant otherwise fails to provide Tenant's Acceptance to Landlord within said sixty (60) day period, Tenant shall be deemed to have waived the ROFR, and the ROFR shall become null and void and be of no further force or effect with regard to such Current ROFR Property. In the event that, after Tenant's waiver of the ROFR, the terms and conditions of the transaction contemplated by the Bona Fide Offer shall be materially modified, then Landlord shall provide Tenant with an additional ROFR Notice with respect to the Current ROFR Property and Tenant shall have an additional thirty (30) days following receipt to provide a Tenant's Acceptance with regard to the Bona Fide Offer on such new terms and conditions. Should the transaction contemplated by the Bone Fide Offer fail to close for any reason, then the ROFR shall continue in full force and effect.

[Signature Page to Follow]

EXECUTED as of the day and year first above written.

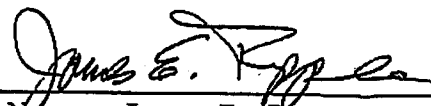
LANDLORD:

TENANT:

CHURCH OF THE RESURRECTION PARISH

CITY OF WAUSAU, WISCONSIN

By: 
Print Name: Reverend Robert Schaller
Title: Vice-President

By: 
Print Name: James E. Tipple
Title: Mayor

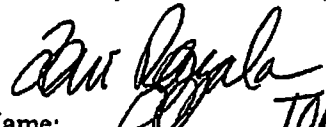
Attest: 
Print Name: TONI LAYALA
Title: City Clerk

EXHIBIT A

PREMISES

Lot two (2) of Certified Survey Map No. 17225 recorded in the office of the Register of Deeds for Marathon County, Wisconsin, in Volume 82 of Certified Survey Maps on page 23, as Document No. 1701487.