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 the:	**FINANCE COMMITTEE**
Date/Time:	**Tuesday, March 9, 2021 at 5:15 PM**
Location:	**City Hall (407 Grant Street) - *Council Chambers**
Members:	Lisa Rasmussen, Michael Martens, Dawn Herbst, Deb Ryan, Sarah Watson

AGENDA ITEMS

1 Minutes of the previous meetings: (2/23/21)
2 Discussion and possible action regarding claim on excessive assessment – 2305 Sherman Street, LLC (2305 Sherman Street)
3 Discussion and possible action regarding claim on excessive assessment – Boston, Inc. (1817 Stewart Avenue)
4 Discussion and possible action regarding claim on excessive assessment – Boston, Inc. (1818 Stewart Avenue)
5 Discussion and possible action regarding claim on excessive assessment – Boston, Inc. (1820 Stewart Avenue)
6 Discussion and possible action on approving the 2021 Community Development Block Grant Program Allocation
7 **Discussion and possible action on First Amendment to Ground Lease with Resurrection Parish – Diocese of La Crosse
8 Discussion and possible action regarding preliminary December General Fund Financial Report
9 Discussion and possible action regarding purchase for replacement of ladder truck related budget modification and funding source
10 Discussion and possible action regarding modfications to the Class B liquor license and related recommendations regarding waiver or suspension of Municipal Code 3.06.010 Payment of taxes, claims, forfeitures, judgements prior to issuance of license or permit or considering financial hardships pursuant to 3.06.010(c)

Adjourn

Lisa Rasmussen, Chairperson

***Item going directly to Council following Finance Committee*

*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: 187 690 0339 Password: nnFVPTyk733**

Individuals appearing in person will either be seated in the Council Chambers or an overfill 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 on the City of Wausau's YouTube Channel http://www.tinyurl.com/WAAMedia, live by cable TV, Channel 981, and a video is available in its entirety and can be accessed at https://tinyurl.com/WausauCityCouncil. Any person wishing to offer public comment who does not appear in person to do so, may e-mail mary.goede@ci.wausau.wi.us with "Finance 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.

This Notice was posted at City Hall and faxed to the Daily Herald newsroom 3/05/21 at 2:15 PM

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.

Other Distribution: Media, (Alderpersons: Peckham, Neal, Kilian, Wadinski, McElhaney, Larson), *Rosenberg, *Jacobson, *Groat, Department Heads

FINANCE COMMITTEE
Date and Time: Tuesday, February 23, 2021 @ 6:00 pm., Council Chambers
Members Present: *In Person*: Lisa Rasmussen, Michael Martens, and Dawn Herbst; *By WebEx:* Sarah Watson, and Deb Ryan
Others Present: Leslie Kremer, Maryanne Groat, Anne Jacobson, Eric Lindman, Katie Rosenberg; Tracy Kujawa, Jamie Polley, Dan Kerntop, Lindsey Lewitzke, Tom Kilian

In accordance with Chapter 19, Wisc. Statutes, notice of this meeting was posted and sent to the Daily Herald in the proper manner. The meeting was called to order by Chair, Lisa Rasmussen.

Minutes of the previous meeting(s). (2/9/2021)
Motion by Herbst, second by Martens to approve the minutes of the 2/09/2021 meeting. Motion carried 5-0.

Discussion and possible action to release the balance of the 2020 room tax funds to continuing appropriation grantees
Lisa Rasmussen stated at our first meeting for room tax allocations we were not sure where we would end the year with the pandemic and opted to fund our continuing appropriation entities at 75% of their requests and wait to see what the year yielded. She indicated enough room tax was collected to fund the remaining 25% to those entities, with funds left over for the Room Tax Commission.

Finance Director Maryanne Groat stated there is approximately $153,000 left for the Room Tax Commission to allocate. She noted they will be receiving a couple of tourism grant applications which are due at the end of February, so will be convening a commission meeting to evaluate those applications.

Motion by Martens, second by Herbst to authorized release the remaining 25% of room tax funds to the continuing appropriation grantees. Motion carried 5-0.

Discussion and possible action approving a 3-year contract with ESRI for GIS software.
Rasmussen explained the software that GIS has been sharing with the county does not meet the needs of the city's GIS Department with the utilities and things that they need to map. She indicated they are requesting entering into a second contract with ESRI for GIS software that will better meet those needs.

Eric Lindman stated the city has much more data than the county does between our utilities, electrical, lights, and all of our infrastructure. He noted this software opens the door for us to query our DNR reports for the utility and other reports.

Motion by Martens, second by Watson to approve the contract with ESRI. Motion carried 5-0.

Adjourn
Motion by Herbst, second by Watson to adjourn the meeting. Motion carried unanimously. Meeting adjourned at 6:06 pm.

Claim on Excessive Assessment (Wis. Stats. 74.37)

PIN: 291-2907-343-0939
2305 Sherman St
2305 SHERMAN ST LLC
(Great Dane)

1. There was a change in 2020 assessment due to a City Wide Revaluation.
   2020 Assessment is:

Land:	$ 557,100
Imp:	$3,099,100
Total:	$3,656,200

2. On August 20, 2020, Tax Representative Gary Kohlengerg, filed an Board of Review Objection on behalf of 2305 Sherman Street LLC on the Real Property Assessment for the 2020 with the City of Wausau Board of Review with the City Clerk, Leslie Kremer.

3. August 26, 2020 at the first day of the Board of Review, the Board of Review rejected the Objection Form due to their Objection Form not being complete. No hearing was scheduled nor was any action taken on the Request for Waiver of Board of Review (BOR) Hearing.

4. On January 22, 2021, a Claim on Excessive Assessment was filed with our City Clerk, Leslie Kremer, by Adept Process Services LLC.

5. February 18, 2021 verified property taxes were paid on time

I recommend the Claim on Excessive Assessment be disallowed for failure to meet the statutory requirement to file a 74.37 Clam of Excessive Assessment:

Wis. Stats. 74.37(4) (a) - no claim may be brought unless complied with 70.47 Board of Review (BOR) proceedings.

Wis. Stats. 74.37 (4) (b) – No claim or action for an excessive assessment may be brought or maintained under this section unless the tax for which the claim is filed, or authorized tax installment is timely paid under s.74.11 or 74.12

The procedures of Wis. Stats. 70.47, Board of Review (BOR) Hearing proceedings were not complied with due to an incomplete Objection Form.

Respectfully Submitted,

Richard L Rubow

Richard L. Rubow
City Assessor
City of Wausau

CC: Atty, Assessor, Finance

Reinhart
Attorneys at Law

ADEPT PROCESS
DATE 1/22, 2021
Time 2:30 am/pm
SERVICES, LLC

RECEIVED
JAN 22 2021
CITY OF WAUSAU
CITY CLERK

January 21, 2021

Reinhart Boerner Van Deuren s.c.
P.O. Box 2018
Madison, WI 53701-2018

22 East Mifflin Street
Suite 700
Madison, WI 53703

Telephone: 608.229.2200
Fax: 608.229.2100
reinhartlaw.com

Don M. Millis
Direct Dial: 608-229-2234
dmillis@reinhartlaw.com

CLAIM FOR EXCESSIVE ASSESSMENT

RECEIVED
JAN 25 2021
CITY ATTORNEY
WAUSAU, WI

DELIVERED BY COURIER

Leslie Kraemer, Clerk
City of Wausau
407 Grant Street
Wausau, WI 54403

Dear Clerk:

Re: Tax Parcel No. 291-2907-343-0939

Now comes Claimant, 2305 Sherman Street, LLC, owner of parcel 291-2907-343-0939 (the "Property") in Wausau, Wisconsin, by Claimant's attorneys Reinhart Boerner Van Deuren s.c., and files this Claim for Excessive Assessment against the City of Wausau (the "City"), pursuant to Wis. Stat. § 74.37. You hereby are directed to serve any notice of disallowance on the undersigned agent of the Claimant.

1. This Claim is brought under Wis. Stat. § 74.37(3)(d), for a refund of excessive real estate taxes imposed on Claimant by the City for the year 2020, plus statutory interest, with respect to the Property.

2. Claimant is the owner of the Property, is responsible for the payment of property taxes and the prosecution of property tax disputes involving the Property and is authorized to bring this claim in its own name.

3. The City is a body corporate and politic, duly organized as a municipal corporation under Wisconsin law, with its principal office located at 407 Grant Street in the City.

4. The Property is located at 2305 Sherman Street within the City and is identified in the City's records as Tax Parcel No. 291-2907-343-0939.

5. The Wisconsin Department of Revenue determined that the aggregate ratio of property assessed in the City was 94.1852609% as of January 1, 2020.

6. For 2020, property tax was imposed on property in the City at the rate of \$25.12671 per \$1,000 for of the assessed value for Property.

7. For 2020, the City's assessor set the assessment of the Property at $3,656,000.

8. Claimant appealed the 2020 assessment of the Property by filing an objection with the City's Board of Review pursuant to Wis. Stat. § 70.47 and otherwise complying with all of the requirements of Wis. Stat. § 70.47, except Wis. Stat. § 70.47(13).

9. The City's Board of Review sustained the assessment at $3,656,000.

10. The City imposed tax on the Property in the amount of $91,868.29.

11. Claimant timely paid the property taxes imposed by the City on the Property for 2020, or the required installment thereof.

12. The fair market value of the Property as of January 1, 2020 was no higher than $1,700,000.

13. Based on the aggregate ratio 94.1852609%, the correct assessment of the Property for 2020 is no higher than $1,601,149.

14. Based on the tax rate of $25.12671 per $1,000 of assessed value, the correct amount of property tax on the Property for 2020 should be no higher than $40,232.

15. The 2020 assessment of the Property, as set by the City's Board of Review and compared with other properties in the City was excessive and, upon information and belief, violated Article VIII, Section 1 (i.e., the Uniformity Clause) of the Wisconsin Constitution. As a result, the property tax imposed on the Property for 2020 was excessive in at least the amount of $51,637.

16. Upon information and belief the City will take the position that the assessment of property in the City is at market value and, if true, then an over assessment of the Property constitutes a Uniformity Clause violation. As a result of the assessment of the Property, the Property bears an unreasonably disproportionate share of taxes on an ad valorem basis.

17. Claimant is entitled to a refund of 2020 tax in the amount of $51,637, or such greater amount as may be determined to be due to Claimant, plus statutory interest.

18. The amount of this claim is $51,637, plus interest thereon.

Dated at Madison, Wisconsin, this 21st day of January, 2021.

Sincerely yours,

Don M. Millis
Agent for Claimant

44861958

Claim on Excessive Assessment (Wis. Stats. 74.37)

PIN: 291-2907-341-0844
1817 Stewart Ave
Laurel Investments LLC
(Boston, Inc. Tenant)

1. There was a change in assessment in 2020 from a City-Wide Revaluation.
   2020 Assessment is:

Land:	$ 299,300
Imp:	$ 494,100
Total:	$ 793,400

2. On July 14, 2020, Attorney Don Millis from the Reinhart Law firm, filed a Board of Review Objection on behalf of Boston Inc. on three Real Property Assessments for the 2020 assessment year, electronically with the City Clerk, Leslie Kremer.

3. August 26, 2020 was the first day of the Board of Review. Board of Review rejected the Objection Forms due to the Agent Authorization and Objection Form not being complete.

   a. Agent Authorization was signed for the City of Madison
   b. All three property objection forms were not signed by owner or authorized agent
   c. Income and Expense was not provided as requested by assessor.

4. On January 22, 2021, a Claim on Excessive Assessment was filed with our City Clerk, Leslie Kremer, by Adept Process Services LLC.

5. February 18, 2021 verified property taxes were paid on time.

I recommend the Claim on Excessive Assessment be disallowed for failure to meet the statutory requirement to file a 74.37 Clam of Excessive Assessment:

Wis. Stats. 74.37(4) (a) - no claim may be brought unless complied with 70.47 Board of Review (BOR) proceedings.

Wis. Stats. 74.37 (4) (b) – No claim or action for an excessive assessment may be brought or maintained under this section unless the tax for which the claim is filed, or authorized tax installment is timely paid under s.74.11 or 74.12.

The procedures of Wis. Stats. 70.47, Board of Review (BOR) Hearing proceedings were not complied with due to an incomplete Objection Form.

Respectfully Submitted,

Richard L. Rubow

Richard L. Rubow
City Assessor
City of Wausau

cc Atty, Assessor, Finance

Reinhart
Attorneys at Law

ADEPT PROCESS
DATE 1/22/2021
Time 2:30 am/pm
SERVICES, LLC

RECEIVED
JAN 22 2021
CITY OF WAUSAU
CITY CLERK

Reinhart Boerner Van Deuren s.c.
P.O. Box 2018
Madison, WI 53701-2018

22 East Mifflin Street
Suite 700
Madison, WI 53703

Telephone: 608.229.2200
Fax: 608.229.2100
reinhartlaw.com

January 21, 2021

Don M. Millis
Direct Dial: 608-229-2234
dmillis@reinhartlaw.com

CLAIM FOR EXCESSIVE ASSESSMENT

RECEIVED
JAN 25 2021
CITY ATTORNEY
WAUSAU, WI

DELIVERED BY COURIER

Leslie Kraemer, Clerk
City of Wausau
407 Grant Street
Wausau, WI 54403

Dear Clerk:

Re: Tax Parcel No. 291-2907-341-0844

Now comes Claimant, Boston, Inc., tenant of parcel 291-2907-341-0844 (the "Property") in Wausau, Wisconsin, by Claimant's attorneys Reinhart Boerner Van Deuren s.c., and files this Claim for Excessive Assessment against the City of Wausau (the "City"), pursuant to Wis. Stat. § 74.37. You hereby are directed to serve any notice of disallowance on the undersigned agent of the Claimant.

1. This Claim is brought under Wis. Stat. § 74.37(3)(d), for a refund of excessive real estate taxes imposed on Claimant by the City for the year 2020, plus statutory interest, with respect to the Property.

2. Claimant is the owner of the Property, is responsible for the payment of property taxes and the prosecution of property tax disputes involving the Property and is authorized to bring this claim in its own name.

3. The City is a body corporate and politic, duly organized as a municipal corporation under Wisconsin law, with its principal office located at 407 Grant Street in the City.

4. The Property is located at 1817 Stewart Avenue within the City and is identified in the City's records as Tax Parcel No. 291-2907-341-0844.

5. The Wisconsin Department of Revenue determined that the aggregate ratio of property assessed in the City was 94.1852609% as of January 1, 2020.

6. For 2020, property tax was imposed on property in the City at the rate of $25.12671 per $1,000 for of the assessed value for Property.

Dated at Madison, Wisconsin, this 21st day of January, 2021.

Sincerely yours,

Don M. Millis
Agent for Claimant

44863282

Claim on Excessive Assessment (Wis. Stats. 74.37)

PIN: 291-2907-274-0973
1818 Stewart Ave
Laurel Investments LLC
(Boston, Inc. Tenant)

1. There was a change in assessment in 2020 from a City-Wide Revaluation.
   2020 Assessment is:

Land:	$ 781100
Imp:	$255700
Total:	$1,036,800

2. On July 14, 2020, Attorney Don Millis from the Reinhart Law firm, filed a Board of Review Objection on behalf of Boston Inc. on three Real Property Assessments for the 2020 assessment year, electronically with the City Clerk, Leslie Kremer.

3. August 26, 2020 was the first day of the Board of Review. Board of Review rejected the Objection Forms due to the Agent Authorization and Objection Form not being complete.

   a. Agent Authorization was signed for the City of Madison
   b. All three property objection forms were not signed by owner or authorized agent
   c. Income and Expense was not provided as requested by assessor.

4. On January 22, 2021, a Claim on Excessive Assessment was filed with our City Clerk, Leslie Kremer, by Adept Process Services LLC.

5. February 18, 2021 verified the first installment of property taxes were paid on time.

I recommend the Claim on Excessive Assessment be disallowed for failure to meet the statutory requirement to file a 74.37 Clam of Excessive Assessment:

Wis. Stats. 74.37(4) (a) - no claim may be brought unless complied with 70.47 Board of Review (BOR) proceedings.

Wis. Stats. 74.37 (4) (b) – No claim or action for an excessive assessment may be brought or maintained under this section unless the tax for which the claim is filed, or authorized tax installment is timely paid under s.74.11 or 74.12.

The procedures of Wis. Stats. 70.47, Board of Review (BOR) Hearing proceedings were not complied with due to an incomplete Objection Form.

Respectfully Submitted,

Richard L. Rubow

Richard L. Rubow
City Assessor
City of Wausau

CC: Atty., Assessor, Finance

Reinhart
Attorneys at Law

ADEPT PROCESS SERVICES LLC
DATE 1/22/2021
Time 2:30 am/pm

RECEIVED
JAN 22 2021
CITY OF WAUSAU
CITY CLERK

January 21, 2021

Reinhart Boerner Van Deuren s.c.
P.O. Box 2018
Madison, WI 53701-2018

22 East Mifflin Street
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reinhartlaw.com

Don M. Millis
Direct Dial: 608-229-2234
dmillis@reinhartlaw.com

CLAIM FOR EXCESSIVE ASSESSMENT

DELIVERED BY COURIER

RECEIVED
JAN 25 2021
CITY ATTORNEY
WAUSAU, WI

Leslie Kraemer, Clerk
City of Wausau
407 Grant Street
Wausau, WI 54403

Dear Clerk:

Re: Tax Parcel No. 291-2907-274-0973

Now comes Claimant, Boston, Inc., tenant of parcel 291-2907-274-0973 (the "Property") in Wausau, Wisconsin, by Claimant's attorneys Reinhart Boerner Van Deuren s.c., and files this Claim for Excessive Assessment against the City of Wausau (the "City"), pursuant to Wis. Stat. § 74.37. You hereby are directed to serve any notice of disallowance on the undersigned agent of the Claimant.

1. This Claim is brought under Wis. Stat. § 74.37(3)(d), for a refund of excessive real estate taxes imposed on Claimant by the City for the year 2020, plus statutory interest, with respect to the Property.

2. Claimant is the owner of the Property, is responsible for the payment of property taxes and the prosecution of property tax disputes involving the Property and is authorized to bring this claim in its own name.

3. The City is a body corporate and politic, duly organized as a municipal corporation under Wisconsin law, with its principal office located at 407 Grant Street in the City.

4. The Property is located at 1818 Stewart Avenue within the City and is identified in the City's records as Tax Parcel No. 291-2907-274-0973.

5. The Wisconsin Department of Revenue determined that the aggregate ratio of property assessed in the City was 94.1852609% as of January 1, 2020.

6. For 2020, property tax was imposed on property in the City at the rate of \$25.12671 per \$1,000 for of the assessed value for Property.

7. For 2020, the City's assessor set the assessment of the Property at $1,036,800.

8. Claimant appealed the 2020 assessment of the Property by filing an objection with the City's Board of Review pursuant to Wis. Stat. § 70.47 and otherwise complying with all of the requirements of Wis. Stat. § 70.47, except Wis. Stat. § 70.47(13).

9. The City's Board of Review without justification unlawfully denied Claimant a hearing and dismissed its objection.

10. The City imposed tax on the Property in the amount of $26,051.37.

11. Claimant timely paid the property taxes imposed by the City on the Property for 2020, or the required installment thereof.

12. The fair market value of the Property as of January 1, 2020 was no higher than $500,000.

13. Based on the aggregate ratio 94.1852609%, the correct assessment of the Property for 2020 is no higher than $470,926.

14. Based on the tax rate of $25.12671 per $1,000 of assessed value, the correct amount of property tax on the Property for 2020 should be no higher than $11,833.

15. The 2020 assessment of the Property, as set by the City's Board of Review and compared with other properties in the City was excessive and, upon information and belief, violated Article VIII, Section 1 (i.e., the Uniformity Clause) of the Wisconsin Constitution. As a result, the property tax imposed on the Property for 2020 was excessive in at least the amount of $14,219.

16. Upon information and belief the City will take the position that the assessment of property in the City is at market value and, if true, then an over assessment of the Property constitutes a Uniformity Clause violation. As a result of the assessment of the Property, the Property bears an unreasonably disproportionate share of taxes on an ad valorem basis.

17. Claimant is entitled to a refund of 2020 tax in the amount of $14,219, or such greater amount as may be determined to be due to Claimant, plus statutory interest.

18. The amount of this claim is $14,219, plus interest thereon.

Dated at Madison, Wisconsin, this 21st day of January, 2021.

Sincerely yours,

Don M. Millis
Agent for Claimant

44863591

Claim on Excessive Assessment (Wis. Stats. 74.37)

PIN: 291-2907-274-0972
1820 Stewart Ave
Laurel Investments LLC
(Boston, Inc. Tenant)

1. There was a change in assessment in 2020 from a City-Wide Revaluation.
   2020 Assessment is:

Land:	$ 671,400
Imp:	$2,146,600
Total:	$2,818,000

2. On July 14, 2020, Attorney Don Millis from the Reinhart Law firm, filed a Board of Review Objection on behalf of Boston Inc. on three Real Property Assessments for the 2020 assessment year, electronically with the City Clerk, Leslie Kremer.

3. August 26, 2020 was the first day of the Board of Review. Board of Review rejected the Objection Forms due to the Agent Authorization and Objection Form not being complete.

   a. Agent Authorization was signed for the City of Madison
   b. All three property objection forms were not signed by owner or authorized agent
   c. Income and Expense was not provided as requested by assessor.

4. On January 22, 2021, a Claim on Excessive Assessment was filed with our City Clerk, Leslie Kremer, by Adept Process Services LLC.

5. February 18, 2021 verified the first installment of property taxes were paid on time.

I recommend the Claim on Excessive Assessment be disallowed for failure to meet the statutory requirement to file a 74.37 Clam of Excessive Assessment:

Wis. Stats. 74.37(4) (a) - no claim may be brought unless complied with 70.47 Board of Review (BOR) proceedings.

Wis. Stats. 74.37 (4) (b) – No claim or action for an excessive assessment may be brought or maintained under this section unless the tax for which the claim is filed, or authorized tax installment is timely paid under s.74.11 or 74.12.

The procedures of Wis. Stats. 70.47, Board of Review (BOR) Hearing proceedings were not complied with due to an incomplete Objection Form.

Respectfully Submitted,

Richard L. Rubow
City Assessor
City of Wausau

CC: Atty, Assessor, Finance

Reinhart
Attorneys at Law

RECEIVED
JAN 22 2021
CITY OF WAUSAU
CITY CLERK

Reinhart Boerner Van Deuren s.c.
P.O. Box 2018
Madison, WI 53701-2018

22 East Mifflin Street
Suite 700
Madison, WI 53703

Telephone: 608.229.2200
Fax: 608.229.2100
reinhartlaw.com

ADEPT PROCESS
DATE 1/22, 2021
Time 2:30 am/pm
SERVICES, LLC

January 21, 2021

Don M. Millis
Direct Dial: 608-229-2234
dmillis@reinhartlaw.com

RECEIVED
JAN 25 2021
CITY ATTORNEY
WAUSAU, WI

CLAIM FOR EXCESSIVE ASSESSMENT

DELIVERED BY COURIER

Leslie Kraemer, Clerk
City of Wausau
407 Grant Street
Wausau, WI 54403

Dear Clerk: Re: Tax Parcel No. 291-2907-274-0972

Now comes Claimant, Boston, Inc., tenant of parcel 291-2907-274-0972 (the "Property") in Wausau, Wisconsin, by Claimant's attorneys Reinhart Boerner Van Deuren s.c., and files this Claim for Excessive Assessment against the City of Wausau (the "City"), pursuant to Wis. Stat. § 74.37. You hereby are directed to serve any notice of disallowance on the undersigned agent of the Claimant.

1. This Claim is brought under Wis. Stat. § 74.37(3)(d), for a refund of excessive real estate taxes imposed on Claimant by the City for the year 2020, plus statutory interest, with respect to the Property.

2. Claimant is the owner of the Property, is responsible for the payment of property taxes and the prosecution of property tax disputes involving the Property and is authorized to bring this claim in its own name.

3. The City is a body corporate and politic, duly organized as a municipal corporation under Wisconsin law, with its principal office located at 407 Grant Street in the City.

4. The Property is located at 1820 Stewart Avenue within the City and is identified in the City's records as Tax Parcel No. 291-2907-274-0972.

5. The Wisconsin Department of Revenue determined that the aggregate ratio of property assessed in the City was 94.1852609% as of January 1, 2020.

6. For 2020, property tax was imposed on property in the City at the rate of \$25.12671 per \$1,000 for of the assessed value for Property.

7. For 2020, the City's assessor set the assessment of the Property at $2,818,000.

8. Claimant appealed the 2020 assessment of the Property by filing an objection with the City's Board of Review pursuant to Wis. Stat. § 70.47 and otherwise complying with all of the requirements of Wis. Stat. § 70.47, except Wis. Stat. § 70.47(13).

9. The City's Board of Review without justification unlawfully denied Claimant a hearing and dismissed its objection.

10. The City imposed tax on the Property in the amount of $70,807.08.

11. Claimant timely paid the property taxes imposed by the City on the Property for 2020, or the required installment thereof.

12. The fair market value of the Property as of January 1, 2020 was no higher than $1,700,000.

13. Based on the aggregate ratio 94.1852609%, the correct assessment of the Property for 2020 is no higher than $1,601,149.

14. Based on the tax rate of $25.12671 per $1,000 of assessed value, the correct amount of property tax on the Property for 2020 should be no higher than $40,232.

15. The 2020 assessment of the Property, as set by the City's Board of Review and compared with other properties in the City was excessive and, upon information and belief, violated Article VIII, Section 1 (i.e., the Uniformity Clause) of the Wisconsin Constitution. As a result, the property tax imposed on the Property for 2020 was excessive in at least the amount of $30,575.

16. Upon information and belief the City will take the position that the assessment of property in the City is at market value and, if true, then an over assessment of the Property constitutes a Uniformity Clause violation. As a result of the assessment of the Property, the Property bears an unreasonably disproportionate share of taxes on an ad valorem basis.

17. Claimant is entitled to a refund of 2020 tax in the amount of $30,575, or such greater amount as may be determined to be due to Claimant, plus statutory interest.

18. The amount of this claim is $30,575, plus interest thereon.

Dated at Madison, Wisconsin, this 21st day of January, 2021.

Sincerely yours,

Don M. Millis
Agent for Claimant

Planning, Community and Economic Development

MEMO

TO:	Finance Committee members
FROM:	Tammy Stratz, Community Development Manager
DATE:	March 1, 2021
RE:	2021 Community Development Block Grant Program

The Citizen's Advisory Committee for Community Development held two public hearings to receive comments on community needs, public performance and the proposed 2021 Community Development Block Grant (CDBG) program funds. On Wednesday, December 9, 2020, the Committee held its working session meeting to develop a proposed statement of objectives and use of projected funds for the 2021 Block Grant program. On February 26, 2021 the City of Wausau received notification as to what the actual allocation amount will be. Since the actual allocation was less than 10% of our anticipated planning amount, staff made the final decision as to where the additional $26,065 allocation would go.

Attached are the summary pages for all the applications we received for the 2021 funding round. Also enclosed is the breakdown sheet that reflects the funding requests, the initial Citizens Advisory Committee's recommendation based on the planning amount of $612,000 and then the final recommendations as of the actual funding amount of $638,065. As you evaluate the recommendations and funding requests, there are a number of items to consider. This year we had funding requests totaling $680,000. The City of Wausau's 2021 Block Grant allocation will be $638,065. When reviewing the attached proposed program, please remember that public service activities cannot be funded for more than 15% of the $638,065 – or a maximum of $95,710. The recommended allocation of $95,000 equals 14.998%

The primary purpose of the Housing and Community Development Act is to develop a viable community by providing decent housing and suitable living environments, expanding economic opportunities primarily for low and moderate income persons, and provide a safe community. All activities must have been rated as a high priority in our 5-year Consolidated Plan in order to be considered for funding. All activities the Community Development Citizens Advisory Committee has recommended meet these criteria. In addition, each activity carried out with CDBG funds must meet one of the three broad national objectives:

* Benefit low and moderate income persons
* Aid in the prevention or elimination of slum and blight
* Meet other community development needs having a particular urgency because existing conditions pose a serious or immediate threat to health.

The City of Wausau's 2021 Draft Action Plan for spending the Community Development Block Grant funds (based on the initial planned amount of $612,000) had been completed and is currently available for public comment. It can be found on our website at: https://www.ci.wausau.wi.us/Portals/0/Departments/ComDev/Documents/2021_Action_Plan_Draft.pdf

The 2020-2024 Consolidated Plan can be found here: https://www.ci.wausau.wi.us/Portals/0/Departments/ComDev/Documents/2020-2024_ConsolidatedPlan.pdf

Please feel free to review the above plans and let us know if you have any questions/concerns. As a part of the Action Plan, there are several certifications in which the municipality agrees to in operating the CDBG program. Those certification pages are also attached for your review. The final plan should be submitted to HUD no later than April 26, 2021.

If you have any questions regarding the process, the proposals or funding recommendations, please call me at 715-261-6679. Thank you for your input and your continued support of this program.

Planning, Community and Economic Development

2021 COMMUNITY DEVELOPMENT BLOCK GRANT

PUBLIC HEARING
SUMMARY PAGE

Name of Organization:_ Adaptive Communities Inc.

Name of Proposed Program: Adaptive Staff Salary

Person(s) Speaking:_ Katie Normand

Amount Requesting: $15,000

Number of persons/households to be served: 40+

Brief summary of proposal:

Adaptive Communities is a non-profit, social activity center for adults with special needs in our community. Adaptive has been in our community for three years. We are asking the Community Development Block Grant to help fund a portion of a new staff members salary. After losing one of our qualified staff ladies to the fear of contracting COVID-19 we are searching for additional funding to find a new, qualified personnel.

Public Hearing dates are:

November 18, 2020 at 4:30 PM in the 1st floor Council Chambers at City Hall

November 23, 2020 at 4:30 PM in the 1st floor Council Chambers at City Hall

Presenting your proposal at one of these public hearings is mandatory.

This summary page must be faxed or delivered to the Community Development Department, 407 Grant Street, Wausau, by **12:00 pm on November 18, 2020** in order to present your proposal at either of the public hearing dates. Fax number (715) 261-4192 or E-mail tammy.stratz@ci.wausau.wi.us.

Any questions regarding the Block Grant program or process please call Tammy Stratz at 715-261-6682.

Planning, Community and Economic Development

TO: Mayor Katie Rosenberg
Mayor, City of Wausau

FROM: Tammy Stratz
Community Development Manager

RE: Block Grant Administration Funds

DATE: November 17, 2020

The planning process has begun for the 2021 Community Development Block Grant program. The program has specific regulations which define how these funds may be utilized. Administration is an approved activity according to the regulations for block grant programs and we are requesting $120,000 for the purpose of administration and operation of the 2021 Block Grant Program. This amount represents just under 20% of the anticipated grant allocation amount of $612,000.

Should you have any questions regarding this activity, please contact me. Thank you.

Planning, Community and Economic Development

2021 COMMUNITY DEVELOPMENT BLOCK GRANT

PUBLIC HEARING SUMMARY PAGE

Name of Organization: Faith in Action Marathon County, Inc

Name of Proposed Program 2021 Support for Seniors

Person(s) Speaking: Ruth Hebbe, Program Director

Amount Requesting: $ 25,000.00

Number of persons/households to be served: 232+

Brief summary of proposal:

Faith in Action of Marathon County, FIAMC, is a Non-Profit Organization connecting compassionate volunteers with senior neighbors (60+) by building strong relationships
based on empathy; offering quality services at NO COST for seniors to live enjoyable home lives as long as feasibly possible. All services are provided regardless of income,
religious belief, or ethnic background.
FIAMC provides transportation for medical appointments, grocery shopping, friendly visits to combat Isolationism, safety-well check phone calls, food delivery, and home safety installs. Presently, 60% of FIAMC's Care-Receivers live below the poverty line.

Public Hearing dates are:

November 18, 2020 at 4:30 PM in the 1st floor Council Chambers at City Hall

November 23, 2020 at 4:30 PM in the 1st floor Council Chambers at City Hall

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WAUSAU
WISCONSIN

Planning, Community and Economic Development

2021 COMMUNITY DEVELOPMENT BLOCK GRANT

PUBLIC HEARING SUMMARY PAGE

Name of Organization: Wisconsin Institute for Public Policy and Service

Name of Proposed Program LENA Start Marathon County

Person(s) Speaking: Corina Norrbom

Amount Requesting: $ 15,000

Number of persons/households to be served: 25 families/households

Brief summary of proposal:
Exposure to language during early childhood is important in brain development and can be predictive of future literacy skills, school and life success. Parents and caregivers are key in creating optimal early learning environments. LENA Start is a parent group model that utilizes LENA's "talk pedometer" to support interventions that improve early language exposure. Parents learn Simple Talking Tips that can be incorporated in every day life.
COVID-19 brought about a shift from in-person to online/virtual classes. LENA Start via Zoom has been well-received, but low to moderate income families are more difficult to reach in a virtual world. We plan to pursue innovative recruitment strategies and would make internet mobile hotspots/phone data available for families without home internet access. Low SES families & ESL households will be targeted because they have shown greatest benefits/increases in quantity and quality of talk in their homes in the program thus far.

Public Hearing dates are:

November 18, 2020 at 4:30 PM in the 1st floor Council Chambers at City Hall

November 23, 2020 at 4:30 PM in the 1st floor Council Chambers at City Hall

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Planning, Community and Economic Development

2021 COMMUNITY DEVELOPMENT BLOCK GRANT

PUBLIC HEARING SUMMARY PAGE

Name of Organization: North Central CAP

Name of Proposed Program Hand in Hand Housing

Person(s) Speaking: Diane Sennholz

Amount Requesting: $20,000

Number of persons/households to be served: 30-40 per

Brief summary of proposal:

HIHH uses a transitional housing model (up to six months of housing subsidies) that incorporates intensive case management to ensure a successful outcome. We work with families to develop their short/long plans, including financial education, to better their situation so they are able to maintain their housing. While this is not a new program, we have been very successful and would like to continue to operate Hand in Hand in Marathon County. We have incorporated a mandatory financial budgeting class/rent smart class offered by the UW-extension. This class is offered through zoom. This is interactive, so clients can ask questions and receive the benefit of others asking questions they may not have thought of.

Public Hearing dates are:

November 18, 2020 at 4:30 PM in the 1st floor Council Chambers at City Hall

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WAUSAU
WISCONSIN
Planning, Community and Economic Development

2021 COMMUNITY DEVELOPMENT BLOCK GRANT

PUBLIC HEARING SUMMARY PAGE

Name of Organization: THE OPEN DOOR

Name of Proposed Program ONE-ON-ONES

Person(s) Speaking: ANNE BROW

Amount Requesting: $20,000.00

Number of persons/households to be served: 400

Brief summary of proposal:
We wish to offer our guests one-on-one time with a trained resource specialist and/or a case manager to find and apply for resources as well as get answers to questions or concerns about physical health, mental health or AODA issues.

Public Hearing dates are:

November 18, 2020 at 4:30 PM in the 1st floor Council Chambers at City Hall

November 23, 2020 at 4:30 PM in the 1st floor Council Chambers at City Hall

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Planning, Community and Economic Development

2021 COMMUNITY DEVELOPMENT BLOCK GRANT

PUBLIC HEARING SUMMARY PAGE

Name of Organization:_______ Wausau/Marathon County Parks, Recreation & Forestry Department

Name of Proposed Program _____ Riverside Park Playground Replacement _________________________

Person(s) Speaking:______ Jamie Polley____

Amount Requesting: $____120,000.00____________________________

Number of persons/households to be served: ___2000__________

Brief summary of proposal:

Riverside Park is a 12 acre City park located along the Wisconsin River just south west of the hydro dam. The park contains a playground, rentable yearly shelter and trails. The current playground was built in 1999. The expected life of a playground is 15 years. The playground is now 21 years old, is very worn and the replacement parts are becoming harder to find. Riverside Park serves the immediate neighborhood and is host to family gatherings, community events and daily use. Replacing the playgrounds will provide a safe space for children and adults to be active and socialize with their neighbors. The new playground will include certified playground equipment, an accessible route to the playground, and safety surfacing. The playground will also meet all ADA requirements. Attachments include three pages from the current City Comprehensive Outdoor Recreation Plan and pictures of the current playgrounds.
.

Public Hearing dates are:

November 18, 2020 at 4:30 PM in the 1st floor Council Chambers at City Hall

November 23, 2020 at 4:30 PM in the 1st floor Council Chambers at City Hall

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Any questions regarding the Block Grant program or process please call Tammy Stratz at 715-261-6682.

Riverside Park

COMMUNITY PARKS

Park Description

Site Image

Aerial Photo

This 16.2 acre park is located on the Wisconsin River east of South 1st Avenue. Site amenities include an enclosed shelter, playground and basketball court. Tree species include maple, spruce, box elder, ash, black cherry, birch and oak.

Site Analysis Summary

Existing Facilities

- Indoor/outdoor shelter
- Play structure (5 to 12 year old)
- Swings (2 belt, 2 bucket)
- Picnic island/dog exercise area
- Basketball/volleyball court
- Bike polo court
- Open space
- Sandlot backstop
- Asphalt paths
- Parking lots (3)
- Drinking fountain
- Sand volleyball court
- Picnic tables
- Park sign

Issues:

- General Issues
  - Drinking fountain not ADA approved
  - No bicycle parking
  - No access to path from ADA parking in south lot
- Playground
  - Sand playground surface
  - No safety mats under play equipment
  - No benches at playground
  - No trash/recycling receptacles at playground
  - Damaged swing seat
- Basketball Court
  - No lines on basketball/volleyball court
  - Basketball net needs to be replaced

Program Details

Programs, Events & Revenue Generators

- Shelter rentals
- Sledding party

Maintenance Program

- Construction
- General maintenance
- Mowing

Riverside Park

COMMUNITY PARKS

Improvement Options & Estimate

- General Issues
  - Replace drinking fountain with ADA approved model $5,000
  - Install bike rack on hardscape surface $1,500
  - Reconfigure ADA parking at south lot to allow for a connection to the asphalt path. A light post is blocking possible connection $5,000
- Playground
  - Install safety mats at playground to provide safe fall zones and ADA access to play equipment $4,000
  - Install benches (2) on concrete pads $2,000
  - Replace belt swing seat $100
  - Install trash and recycling receptacles $2,000
- Basketball/Volleyball Court
  - Paint lines on basketball/volleyball court $1,500
  - Replace basketball net $30

TOTAL $21,130

COMMUNITY PARKS

Riverside Park

Site Images

General

Basketball/volleyball court

Indoor/outdoor shelter

No ADA safety mat to playground equipment

Damaged belt swing seat

Basketball net in poor condition

No connection from handicapped parking to path

Riverside Park, Wausau

Planning, Community and Economic Development

2021 COMMUNITY DEVELOPMENT BLOCK GRANT

PUBLIC HEARING
SUMMARY PAGE

Name of Organization: City of Wausau – Engineering Department

Name of Proposed Program Reconstruction of McIntosh St – Prospect Ave to St. Paul St

Person(s) Speaking: TJ Niksich

Amount Requesting: $ 200,000

Number of persons/households to be served: 20

Brief summary of proposal:

The City of Wausau Engineering Department is proposing to reconstruct McIntosh St, from Prospect Ave to St. Paul St. The reconstruction would consist of stormwater improvements, replacing concrete curb and gutter, regrading of the roadway and paving of the roadway. In addition to the above improvements, new watermain will be installed and the existing lead services will be replaced with copper water services to the homeowner's property line. These water improvements will be paid for by the water utility.

The average assessment to adjacent property owners for the road reconstruction in this area would be approximately $4,000, which would not be assessed if the grant is awarded.

Public Hearing dates are:

November 18, 2020 at 4:30 PM in the 1st floor Council Chambers at City Hall

November 23, 2020 at 4:30 PM in the 1st floor Council Chambers at City Hall

Presenting your proposal at one of these public hearings is mandatory.

This summary page must be faxed or delivered to the Community Development Department, 407 Grant Street, Wausau, by **12:00 pm on November 18, 2020** in order to present your proposal at either of the public hearing dates. Fax number (715) 261-4192 or E-mail tammy.stratz@ci.wausau.wi.us.

Any questions regarding the Block Grant program or process please call Tammy Stratz at 715-261-6682.

2021 COMMUNITY DEVELOPMENT BLOCK GRANT

PUBLIC HEARING
SUMMARY PAGE

Name of Organization:____City of Wausau, Community Development______________________

Name of Proposed Program ________Housing Rehabilitation ______________________

Person(s) Speaking:_______Tammy Stratz____

Amount Requesting: $____85,000.00___________________________

Number of persons/households to be served: __7-8____________

Brief summary of proposal:

The Housing Rehabilitation Loan Program assists income qualified, City of Wausau, homeowners with a low interest loan for the necessary rehabilitation needs of the home. The loan charges 2% simple interest with a maximum loan amount of $25,000. As loans are repaid the proceeds are placed in a Revolving Loan Fund to be used towards the next rehabilitation project. These new funds are combined with loan proceeds that are received throughout the year as loans are paid off or receive payments. This program will also assist with funding for homeowner's receiving assistance through the Lead Safe Homes Programs for code violations the lead grant cannot assist with.

These program funds can also assist with the rehabilitation of city-owned properties that will then be sold to new income-qualified homeowners.

Public Hearing dates are:

November 18, 2020 at 4:30 PM in the 1st floor Council Chambers at City Hall

November 23, 2020 at 4:30 PM in the 1st floor Council Chambers at City Hall

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2021 CDBG Program

Activity Code	Applicant/Agency	Requested	Initial Cit. Adv. Recommended	Updated Cit. Advisory Recommended	Finance Recommend
A - 570.206	CD Administration	$ 120,000	$ 120,000	$ 120,000	
H - 570.202	Housing Rehabilitation	$ 85,000	$ 85,000	$ 103,065	
PF - 570.201 (c)	Street Reconstruction Project - McIntosh St	$ 200,000	$ 200,000	$ 200,000	
PF - 570.201 (c)	Parks Dept - Riverside Park Playground	$ 120,000	$ 120,000	$ 120,000	
PS - 570.201 (e)	Adaptive Communities, Inc	$ 15,000	$0	$ -	
PS - 570.201 (e)	Catholic Charities - Beyond Shelter	$10,000	$0	$ -	
PS - 570.201 (e)	Faith in Action - Support for Seniors	$ 25,000	$20,000	$ 20,000	
PS - 570.201 (e)	Hmong American Center	$ 25,000	$17,000	$ 25,000	
PS - 570.201 (e)	K.A.T.S.	$ 25,000	$0	$ -	
PS - 570.201 (e)	North Central CAP - Hand in Hand Housing	$ 20,000	$20,000	$ 20,000	
PS - 570.201 (e)	Open Door - One-on-Ones	$ 20,000	$15,000	$ 15,000	
PS - 570.201 (e)	WI Institute for Public Policy - LENA	$ 15,000	$15,000	$ 15,000	
	Total	$ 680,000	$ 612,000	$ 638,065	$ -
				planning purpose	$ 612,000
Note: Public Service funding cannot exceed 15% of grant amount		~~$ 91,800~~	$95,710	actual award	$638,065

P.S. - Public Service Cap 15%		Left to Fund	$ -
Administration Cap 20% $127,600.00		PS Left to Fund	$710

Code Definitions:

A	Administration/Planning
C	Clearance
ED	Economic Development
H	Housing
PF	Public Facility
PS	Public Service
SB	Slum & Blight

View Burden Statement

OMB Number: 4040-0004
Expiration Date: 12/31/2019

Application for Federal Assistance SF-424

* 1. Type of Submission:
  - [ ] Preapplication
  - [x] Application
  - [ ] Changed/Corrected Application

* 2. Type of Application:
  - [x] New
  - [ ] Continuation
  - [ ] Revision

* If Revision, select appropriate letter(s):

* Other (Specify):

* 3. Date Received:

4. Applicant Identifier: WI556980 WAUSAU

5a. Federal Entity Identifier: Community Develop Block Grant

5b. Federal Award Identifier: 14.218

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

* a. Legal Name: City of Wausau

* b. Employer/Taxpayer Identification Number (EIN/TIN): 39-6005648

* c. Organizational DUNS: 9497324730000

d. Address:

* Street1: 407 Grant Street

Street2:

* City: Wausau

County/Parish:

* State: WI: Wisconsin

Province:

* Country: USA: UNITED STATES

* Zip / Postal Code: 54403-4737

e. Organizational Unit:

Department Name: Community Development Depart.

Division Name:

f. Name and contact information of person to be contacted on matters involving this application:

Prefix: Mrs.

* First Name: Tammy

Middle Name:

* Last Name: Stratz

Suffix:

Title: Community Development Manager

Organizational Affiliation:

* Telephone Number: 715-261-6682

Fax Number: 715-261-4192

* Email: tammy.stratz@ci.wausau.wi.us

Application for Federal Assistance SF-424

*** 9. Type of Applicant 1: Select Applicant Type:**

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

*** 10. Name of Federal Agency:**

US Department of Housing and Urban Development

11. Catalog of Federal Domestic Assistance Number:

14.218

CFDA Title:

Entitlement Grants

*** 12. Funding Opportunity Number:**

14.218

* Title:

Entitlement Grants

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment | Delete Attachment | View Attachment

*** 15. Descriptive Title of Applicant's Project:**

City of Wausau Community Development Block Grant funding

Attach supporting documents as specified in agency instructions.

Add Attachments | Delete Attachments | View Attachments

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant: 7 | * b. Program/Project: CDBG

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment | Delete Attachment | View Attachment

17. Proposed Project:

* a. Start Date: 01/01/2021 | * b. End Date: 12/31/2021

18. Estimated Funding ($):

* a. Federal	638,065.00
* b. Applicant	
* c. State	
* d. Local	
* e. Other	
* f. Program Income	120,000.00
* g. TOTAL	758,065.00

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

☐ a. This application was made available to the State under the Executive Order 12372 Process for review on ________.

☒ b. Program is subject to E.O. 12372 but has not been selected by the State for review.

☐ c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**

☐ Yes ☒ No

If "Yes", provide explanation and attach

Add Attachment | Delete Attachment | View Attachment

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: Ms. | * First Name: Katie

Middle Name:

* Last Name: Rosenberg

Suffix:

* Title: Mayor, City of Wausau

* Telephone Number: 715-261-6800 | Fax Number: 715-261-6808

* Email: katie.rosenberg@ci.wausau.wi.us

* Signature of Authorized Representative: | * Date Signed:

View Burden Statement

ASSURANCES - CONSTRUCTION PROGRAMS

OMB Number: 4040-0009
Expiration Date: 01/31/2019

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant:, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29) U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statue(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statue(s) which may apply to the application.

11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.

14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq).

18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

20. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE Mayor
APPLICANT ORGANIZATION City of Wausau	DATE SUBMITTED

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

RESOLUTION OF THE FINANCE COMMITTEE

Approving the 2021 Community Development Block Grant Program Allocation

Committee Action:	
Fiscal Impact:	Award of $638,065 in Community Development Block Grant Funds to the City of Wausau
File Number:	**Date Introduced:**

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

RESOLUTION

WHEREAS the City is in its second year of its 5-Year (2020-2024) Consolidated Plan, and

WHEREAS the Citizens Advisory Committee for Community Development held two public hearings, one working sessions and has prepared a proposed Block Grant program funding recommendation to the Finance Committee of whom has approved said plan, and

BE IT RESOLVED, by the Common Council of the City of Wausau that the proposed 2021 Action Plan in the amount of $638,065 for the Community Development Block Grant (CDBG) Program be and the same is hereby approved and its filing with the appropriate agency is hereby authorized, and that the Common Council acknowledges all understandings, assurances and certifications contained in said 2021 Action Plan, and

BE IT FURTHER RESOLVED, that the Mayor is designated as the authorized representative of the City to act in connection with said plan, to provide any and all additional information or program reports as may be required, and that the Mayor is hereby authorized to execute any documents which are necessary for the implementation of the 2021 Community Development Block Grant Program.

Approved:

____

Katie Rosenberg, Mayor

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

TO: Finance Committee
Common Council

FROM: Anne Jacobson, City Attorney

DATE: March 3, 2021

RE: Ground Lease and First Amendment between the City of Wausau and Church of the Resurrection Parish

---

FACTS: On December 30, 2015, the City ("Tenant") leased from the Church of the Resurrection Parish ("Landlord"), the east half of the block bounded by Grant Street to the north and McClellan Street to the south and by 1st Street on the west and 2nd Street on the east. The City purchased the west half of the block.

The Ground Lease provides for a 10 year term, followed by 4 "options to extend" for successive ten year periods, which are automatically exercised unless the City provides written notice to the Landlord at least 30 days prior to the end of any ten-year term that it does not wish to exercise its option to extend for an additional term. In other words, the Lease can be terminated at the end of any ten-year term; otherwise, it extends automatically for a period of 50 years.

The Lease provided that the City would construct and operate a publicly accessible green space and, on the southernmost part of the parcel, an approximately 20-stall surface parking lot. The green space is not to include more than 20% hard surfacing (paved).

Since the execution of the Lease, 20 angled on-street parking spaces were constructed in the right-of-way on 2nd Street, on the east side of the block. A sidewalk was also installed by the City, on the Landlord's property. Lighting was also installed on the Landlord's property.

Pursuant to the terms of the Lease (Article 5 – Utilities and Article 6 – Repairs and Maintenance), the City will maintain the lighting and sidewalk improvements for the term of the lease only and at lease end, the Landlord will assume responsibility for the utilities and maintenance of the lighting and sidewalk on its private property.

Article 10 of the Lease requires the City to sublease to the Landlord 12 stalls (of the surface parking lot) at no rental charge.

PROPOSED CHANGES: The First Amendment formally acknowledges the agreement between the parties to designate 12 of the 20 on-street angled parking spaces for the exclusive use of the Landlord. The CISM Committee has recommended a change to the parking ordinance to accomplish this designation.

RECOMMENDATION: Staff recommends the approval of the First Amendment to the Ground Lease, to reflect what has physically taken place.

At the conclusion of the Lease, the sidewalk and lighting improvements will be owned and maintained by the Landlord. The obligation to designate 12 angled parking spaces for the exclusive use of the Landlord will end; however, because if approved, this designation will be enacted as an ordinance, in furtherance of the City's obligation pursuant to the Ground Lease, it will (and must) remain in effect for the term of the Lease, and will continue to remain in effect regardless of lease end, unless or until amended or repealed.

COPY

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 (10^{th}) anniversary of the date hereof (the "Expiration Date"), unless sooner terminated as provided herein.

2.2 Option to Extend. So long is 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, and "Extension Term" and when property 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.

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:

CHURCH OF THE RESURRECTION PARISH

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

TENANT:

CITY OF WAUSAU, WISCONSIN

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

Attest: Toni Rayala
Print Name: TONI RAYALA
Title: City Clerk

{01756365.DOC}

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.

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

JT. RESOLUTION OF THE ECONOMIC DEVELOPMENT COMMITTEE AND FINANCE COMMITTEE

Approving First Amendment to Ground Lease with Resurrection Parish – Diocese of La Crosse

Committee Action: ED Approved 5-0
Finance Pending

Fiscal Impact: None

File Number: 13-0913 **Date Introduced:** March 9, 2021

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

RESOLUTION

WHEREAS, the City and Resurrection Parish – Diocese of La Crosse entered into a Ground Lease dated December 30, 2015 for the easterly half of the block bounded by 1st and 2nd Streets and McClellan and Grant Streets; and

WHEREAS, the City requested and has been granted approval by Resurrection Parish to forgo the construction of twenty (20) parking stalls on the leased premises; and

WHEREAS, in lieu of a twenty (20) – stall surface parking on the leased premises the City has constructed twenty (20) on-street angled parking stalls, including two (2) handicapped accessible stalls; and

WHEREAS, your Capital Improvements and Street Maintenance Committee, on August 10, 2020, recommended that the City designate twelve (12) of the total twenty (20) on-street angled parking stalls for the exclusive use of the Resurrection Parish; and

WHEREAS, on July 2, 2020, your Economic Development Committee recommended amending the ground lease; and

WHEREAS, on March 9, 2021, your Finance Committee recommended amending the ground lease.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Wausau that the First Amendment to Ground Lease, attached hereto and made a part hereof, between the City and Resurrection Parish – Diocese of La Crosse is approved and the proper city officials are hereby authorized to execute said First Amendment to Ground Lease.

Approved:

____

Katie Rosenberg, Mayor

<u>FIRST AMENDMENT TO GROUND LEASE</u>

THIS FIRST AMENDMENT TO GROUND LEASE ("Lease") is dated as of ________ ________, 2020 (the "Effective Date"), between the City of Wausau, Wisconsin, a Wisconsin municipal corporation ("Tenant") and Resurrection Parish – Diocese of La Crosse (the "Landlord").

WHEREAS, Landlord and Tenant are parties to that certain Ground Lease dated December 30, 2015 (the "Lease"); and

WHEREAS, the Tenant requested and has been granted the approval of the Landlord to forgo the construction of twenty (20) parking stalls on the leased Premises; and

WHEREAS, in lieu of a twenty (20) – stall surface parking on the leased Premises the Tenant has constructed twenty (20) on-street angled parking stalls, including two (2) handicapped accessible stalls; and

WHEREAS, the Tenant has agreed to designate twelve (12) of the total twenty (20) on-street angled parking stalls for the exclusive use of the Landlord; and

WHEREAS, the parties wish to amend the Lease as set forth herein;

NOW THEREFORE, the parties agree as follows:

<u>ARTICLE 1: AMENDMENTS</u>.

1.1 <u>Section 1.2</u>. Section 1.2 of the Lease is hereby amended in its entirety to read as follows:

1.2 <u>Use</u>. The Premises shall be used by Tenant for the construction and operation of a publicly accessible green space. 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.

1.2 <u>Section 7.2</u> Section 7.2 of the Lease is hereby amended in its entirety to read as follows:

7.2 <u>Parking Area Improvements</u>. The Parties acknowledge that following the Commencement Date (as defined in the Lease), Tenant constructed, with Landlord's approval, adjoining the eastern boundary of the Premises and accessible from N. 2nd Street, twenty (20) on-street angled parking stalls, two (2) of which are handicapped accessible (the "Surface Lot") and an adjoining sidewalk, which Surface Lot is fully located within the boundaries of the public right of way of N. 2nd Street and which adjoining sidewalk is fully located on the Premises. It is further acknowledged with regard to the Surface Lot that twelve (12) of the twenty (20) angled parking stalls will be reserved for the exclusive use of the Landlord.

1.3 Section 7.4 Section 7.4 of the Lease is hereby deleted.

1.4 No Other Amendments. Except as set forth herein, the Lease is not amended and remains in full force and effect. All capitalized terms not defined herein shall have the meaning given thereto in the Lease.

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

[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: ________________________________	By: ________________________________
Print Name: _________________________	Print Name: _________________________
Title: _______________________________	Title: _______________________________
	Attest:
	By: ________________________________
	Print Name: _________________________
	Title: _______________________________

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.

JOINT FINANCE AND ECONOMIC DEVELOPMENT COMMITTEE

Date and Time: Tuesday, July 7, 2020 at 5:15 p.m., Council Chambers

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

Finance Committee Members Present: Lisa Rasmussen (c), Dawn Herbst, Michael Martens and Sarah Watson

Finance Committee Members Absent: Debra Ryan

Others Present: MaryAnne Groat, Anne Jacobson, Brad Lenz, Eric Lindman, Katie Rosenberg, Sean Fitzgerald, Tammy Stratz, James Wadinski, Pat Peckham, Lou Larson 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.

The Finance Committee meeting was called to order by Rasmussen at 5:15 p.m.

Agenda Item #9 Discussion and possible action on amendment to Ground Lease with Church of the Resurrection Parish

Anne Jacobson, City Attorney, referenced her memo in the packet regarding an agreement with the church for parking. Lenz explained that instead of creating a parking lot the City put street parking in across from the church. Communication from the church approves of the parking that has been provided but it is not reflected in the agreement. City staff is looking for the authority to amend the development agreement to fit with the parking that the city has provided.

Motion by Rasmussen, second by McElhaney to direct staff to execute the appropriate revisions to reflect the current state of parking and that agreed upon terms have been complied with.

CITY OF WAUSAU 2020 BUDGET

GENERAL FUND STATEMENT OF REVENUES AND EXPENDITURES
BUDGET AND ACTUAL
DECEMBER 31, 2020
NARRATIVE

The preliminary December report indicates a profit for the year of $761,314. There are a few adjustments that need to be made regarding final receivables such as the PILOT from the CDA and school reimbursement for school resource officers. We also have not made any adjustment for the retirement liability. I am confident the final results will approximate about a $750,000 profit.

REVENUES

Payments in Lieu of Taxes – The current shortfall will be eliminated when we receive the CDA pilot payment.

Licenses – The shortfall is due to the discounted licensing fees to aid businesses impacted by the COVID-19 safety measures. It also reflects the reduction in bartender licenses issued again due to limitations on bars and restaurants and lack of special event licenses. Some of the reductions were offset by the new rental revenues of $10,820.

Intergovernmental Aid – Roads for recovery grant administered by the State of Wisconsin reimbursed local government for PPE costs, cleaning services, facility modifications and public safety salaries related to COVID precautions.

Permits – Permit revenue, for the fourth year in a row, is on the incline. Early in 2020, a majority of these revenues stemmed from the Mountain Lanes Apartments project. Portions of this surplus in revenues over budget has been assigned to one-time unbudgeted expenditures such as consulting services for strategic planning and emergency government planning.

Fines, Forfeitures, and Penalties – This line item continues to be problematic. In 2019 we discussed how this line item fell short of expectations due to the Police Department issuing significantly fewer traffic citations than they had in 2018. In early 2020, the safer-at-home order issued by Gov. Evers had many people avoiding leaving their residences, and therefore there has been fewer traffic violators on the roads.

Interest on General Investments – Investment income looks great but requires more information. While we exceeded budget, $143,000 of the current year income is related to the required adjustment of investments to market. Since investments were purchased during a period of higher returns they have a higher value. Accounting practices require that we increase/decrease our investment to the current value as if we were going to sell them. This adjustment moves investment income from future years to the current year. As a result investment income in 2021 will likely be negatively impacted when these investments mature.

Public Charges for Services – Shortfalls occurred in streets due to limited snowfall in 2020 and reduced park services and pool closures.

Intergovernmental Charges for Services – As noted in the introduction we still need to record our receivable from the Wausau School District for school resource officer services. We will likely fall short in 2020.

Other Miscellaneous Revenues – A one-time grant for $50,000 was received from The Center for Tech and Civic Life to provide the City with funding covering the planning and operationalizing of a safe and secure election. This grant is not reflected in the budget.

EXPENSES

Elections and City Clerk reflect the extra efforts related to the Elections. The City did qualify for 2 grants that defrayed these extra costs.

Fire Expenses – The Fire Department experienced several retirements in 2020 resulting in sick leave payouts of $150,000. Retirement payout is generally not budgeted because often the payout is offset by salary and benefit savings during the vacancy. When retirements occur at yearend the savings isn't realized in that specific budget year.

Emergency Government (COVID-19) – The City is tracking the expenditures it incurred as a direct result of the COVID-19 pandemic in this line item. Additional payroll expenses incurred by the Police and Fire Depts as a direct result of COVID-19 have been kept in each departments line items. The City was approved for up to $702,954 of reimbursement aid through the State's "Roads to Recovery" grant program, which will cover these costs.

Department of Public Works – This budget experienced a savings of $430,902. This savings was due to the mild winter and related motor pool savings along with staff vacancies.

CITY OF WAUSAU, WISCONSIN
GENERAL FUND
SCHEDULE OF REVENUES AND OTHER FINANCING SOURCES - BUDGET AND ACTUAL
Period Ended December 31, 2021 Preliminary

	Budgeted Amounts			Variance with	2019
	Original	Final	Actual	Final Budget	Actual
TAXES					
General property taxes	$ 18,863,394	$ 18,863,394	$ 18,863,394	$ -	$ 18,232,895
Mobile home parking fees	27,900	27,900	30,181	2,281	28,070
Payments in lieu of taxes	113,000	113,000	34,106	(78,894)	50,163
Other taxes	67,684	98,039	116,056	18,017	251,427
Total Taxes	19,071,978	19,102,333	19,043,738	(58,595)	18,562,555
INTERGOVERNMENTAL AID					
State shared taxes	4,599,391	4,599,391	4,628,790	29,399	4,764,651
Expenditure restraint	854,574	854,574	874,574	20,000	853,021
Fire insurance tax	130,000	130,000	128,264	(1,736)	124,674
Municipal services	161,711	161,711	161,404	(307)	148,232
Transportation aids	2,984,793	2,984,793	2,981,077	(3,716)	2,725,149
Roads to recovery aid - COVID-19	-	35,000	702,955	667,955	
Other grants	184,000	184,000	203,563	19,563	270,086
Total Intergovernmental	8,914,469	8,949,469	9,680,626	731,157	8,885,813
LICENSES AND PERMITS					
Licenses	193,420	193,420	150,021	(43,400)	205,451
Franchise fees	337,402	337,402	331,536	(5,866)	338,156
Permits	275,235	350,235	517,416	167,181	501,959
Total Licenses and Permits	806,057	881,057	998,973	117,916	1,045,566
FINES, FORFEITURES, AND PENALTIES	380,030	380,030	246,706	(133,324)	309,266
PUBLIC CHARGES FOR SERVICES					
General government	91,830	91,830	110,907	19,077	111,292
Public safety	1,744,170	1,744,170	1,772,246	28,076	1,781,573
Streets and related facilities	139,950	139,950	119,508	(20,442)	207,993
Recreation	179,800	179,800	77,584	(102,216)	183,545
Public areas	140,010	140,010	55,438	(84,572)	119,576
Total Public Charges for Services	2,295,760	2,295,760	2,135,683	(160,077)	2,403,979
INTERGOVERNMENTAL CHARGES FOR SERVICES					
State and federal reimbursements	11,350	11,350	10,880	(470)	15,133
County and other municipalities	240,373	240,373	86,079	(154,294)	248,806
City departments	780,825	780,825	770,246	(10,579)	1,078,969
Total Intergovernmental Charges for Services	1,032,548	1,032,548	867,205	(165,343)	1,342,908

CITY OF WAUSAU, WISCONSIN
GENERAL FUND
SCHEDULE OF REVENUES AND OTHER FINANCING SOURCES - BUDGET AND ACTUAL (Continued)
Period Ended December 31, 2021 Preliminary

	Budgeted Amounts			Variance with	2019
	Original	Final	Actual	Final Budget	Actual
COMMERCIAL					
Interest on general investments	$ 500,000	$ 500,000	$ 714,510	$ 214,510	$ 1,237,162
Interest on special assessments	-	-	287	287	419
Other interest	18,000	18,000	130,109	112,109	71,173
Total Commercial	518,000	518,000	844,906	326,906	1,308,754
MISCELLANEOUS REVENUES					
Rent of land and buildings	127,333	127,333	160,010	32,677	171,676
Sale of City property/loss compensation	20,600	20,600	22,837	2,237	13,856
Other miscellaneous revenues	30,605	30,605	99,880	69,275	38,249
Total Miscellaneous Revenues	178,538	178,538	282,727	104,189	223,781
OTHER FINANCING SOURCES					
Transfers in	1,730,000	1,730,000	1,768,488	38,488	1,609,405
TOTAL REVENUES AND OTHER FINANCING SOURCES	$ 34,927,380	$ 35,067,735	$ 35,869,052	$ 801,317	$ 35,692,027

CITY OF WAUSAU, WISCONSIN
GENERAL FUND
SCHEDULE OF EXPENDITURES - BUDGET AND ACTUAL
Period Ended December 31, 2021 Preliminary

	Budgeted Amounts			Variance with	2019
	Original	Final	Actual	Final Budget	Actual
GENERAL GOVERNMENT					
City Council	$ 93,336	$ 93,336	$ 81,180	$ 12,157	$ 85,063
Mayor	198,304	198,304	176,499	21,805	190,005
City Promotion	105,000	155,000	108,405	46,595	92,178
Finance department	553,436	553,437	539,673	13,764	511,162
Data processing	800,586	800,586	748,178	52,408	749,028
City clerk/customer service	427,600	427,600	436,268	(8,669)	388,292
Elections	70,543	227,306	260,599	(33,293)	20,950
Assessor	513,902	513,902	484,680	29,222	467,415
City attorney	620,171	660,171	643,730	16,441	517,307
Municipal court	151,106	151,106	115,289	35,816	120,516
Human resources	386,975	386,975	347,709	39,266	340,686
City hall and other municipal buildings	301,014	301,014	324,060	(23,045)	285,489
Unclassified	76,000	128,246	146,906	(18,660)	91,373
Total General Government	4,297,973	4,596,982	4,413,176	183,806	3,859,464
PUBLIC SAFETY					
Police department	10,050,381	10,114,790	9,925,511	189,279	9,716,278
Fire department	4,304,282	4,309,282	4,549,372	(240,090)	4,156,221
Ambulance	3,268,675	3,268,675	3,355,376	(86,702)	3,181,791
Emergency government (COVID-19)	-	10,000	233,127	(223,127)	
Inspections	883,600	883,600	895,034	(11,434)	889,514
Total Public Safety	18,506,938	18,586,346	18,958,421	(372,075)	17,943,804
TRANSPORTATION AND STREETS					
Engineering	1,364,111	1,364,112	1,333,078	31,034	1,323,700
Department of public works	6,963,084	6,963,085	6,532,182	430,902	7,924,426
Total Transportation and Streets	8,327,195	8,327,196	7,865,260	461,936	9,248,126
SANITATION, HEALTH AND WELFARE					
Garbage and refuse collection	929,000	929,000	924,445	4,555	905,302
NATURAL RESOURCES/RECREATION					
Parks and recreation	3,074,171	2,871,633	2,383,435	488,198	2,694,161
OTHER FINANCING USES					
Transfers out	-	588,000	563,000	25,000	310,000
TOTAL EXPENDITURES AND OTHER FINANCING USES	$ 35,135,277	$ 35,899,158	$ 35,107,738	$ 791,420	$ 34,960,857

CITY OF WAUSAU, WISCONSIN
GENERAL FUND
SUMMARY OF BUDGET MODIFICATIONS
Period Ended December 31, 2021 Preliminary

BUDGET REVENUES RECONCILIATION	
2020 ADOPTED BUDGET	$ 34,927,380
Roads to recovery aid - $35,000 of aid to be used for election purposes	35,000
Permits - $15,000 realized revenue over budget given to Catholic Charities homeless housing project	15,000
Permits - $50,000 realized revenue over budget assigned to fund strategic plan consulting services	50,000
Permits - $10,000 realized revenue over budget assigned to fund emergency consulting services	10,000
Other taxes - $30,355 adjustment to projected actual revenues; assigned to various expenses	30,355
2020 MODIFIED BUDGET	$ 35,067,735

BUDGET EXPENDITURES RECONCILIATION	
2020 ADOPTED BUDGET	$ 35,135,277
Elections - Budget carryover from 2019	74,173
Elections - Reclass funds from Police dept. and increase is roads to recovery aid to fund elections	82,590
City promotion - Assign part of permit revenue budget surplus to strategic planning consulting services	50,000
City attorney - Adjustment to cover projected actual expenditures	40,000
Fire department - Budget carryover from 2019	5,000
Police department - Special events staffing	42,462
Police department - Physical therapy services for police department	20,000
Police department - Reduce budget planned for staffing events that were cancelled and apply to elections	(47,590)
Police department - apply excess budgeted funds from special event cancellations to capital replacement	(43,000)
Transfer out - apply excess budgeted funds from the police dept. to capital replacement fund	43,000
Unclassified - Net settlement of property tax challenges by US Bank N.A.	14,353
Unclassified - Contribution given to Catholic Charities homeless housing project	15,000
Unclassified - Increase to budget for tax settlement with US Bank	47,893
Unclassified - Transfer to cover public access projected deficit	10,000
Unclassified - Transfer to cover excess motor pool costs related to fall leaf pickup	25,000
Emergency government - Assign part of permit revenue budget surplus to emergency consulting services	10,000
Transfer out - to Parking Fund, Recycling Fund and Airport Fund	365,000
2020 MODIFIED BUDGET	$ 35,889,158

TO: FINANCE COMMITTEE
FROM: MARYANNE GROAT
DATE: March 4, 2021
RE: Fire Truck Purchase

City financial policy indicates that funds must be budgeted prior to issuing a purchase order or making other financial commitments.

The motor pool replacement schedules had the following trucks scheduled for fire:

2020	Pumper	$	600,000
2021	Pumper	$	600,000
2022	Aerial	$	1,020,000

Since these trucks are made to order the actual delivery and disbursement typically occur a year later. In the spring of 2020 fire received approval to order the 2021 pumper in 2020 which will result in an accelerated reduction in motor pool cash flow.

Fire is now requesting a similar advance purchase authorization for the aerial truck replacement. During our recent review of the motor pool financial condition we showed that the motor pool fees charged fire are not providing the necessary revenue to fund these large purchases. Our projections showed that these costly purchases will cause material deficits in the fund.

We also believe that the motor pool study will show that the City needs to contribute more funds annually to motor pool operations and vehicle replacement in future year's.

I recommend the Finance Committee transfer the entire 2020 general fund profit of $700,000 to the Motor Pool Fund to finance the 2021 pumper purchase. In addition, I believe that it will be necessary to finance the Aerial through the issuance of debt. While I know that the Finance Committee and Council are hoping to reduce reliance on debt issuance there are valid prudent reasons to finance the purchase.

- The asset has a 20 year life and we would finance the truck with a 10 promissory note.
- Interest rates are very low. We would expect a rate of 1.5-2.00% reducing interest costs.
- Annual interest payment of approximately $10,000 will eliminate the need for costly repairs basically neutralizing the interest expense impact.
- The future principal and interest payments of $110,000 would be funded by the Motor Pool fund in future years.

If the City wishes to order the truck in 2021 a budget modification is required along with an identified financing source should be recommended to the Common Council for action.

Attached are memos from Mark Hanson and Bob Bartek regarding this purchase.

Memorandum

From: Robert Barteck, Deputy Fire Chief
To: Finance Committee
Date: February 15, 2021
Subject: Cooperative purchasing of a replacement ladder truck

Purpose:
To discuss the purchase of a new ladder truck to replace current Truck Two which is 1984 Pierce with a 2022 Sutphen ladder truck through the Houston Galveston Area Council (HGAC) cooperative purchasing program.

Recommendation: That you approve the following:
1. We recommend the purchase of a new Sutphen SL 75 ladder truck with a 1500 GPM pump as described in the attached drawing, and order contract.
2. We recommend approving the purchase of the ladder truck through the HGAC cooperative purchasing program for the price of $998,347.68.

Facts OR Considerations:
1. Background:
   Current Truck Two (ladder truck) was the state of the art technology when it was purchased in 1984. The truck has served the Wausau community for 37 years but is now long overdue for replacement. Truck Two has been in the replacment schedule for the last 5 years but has been put behind other City needs. The truck has open cab rear seats, lap-belt seat belts and does not meet the current DOT or National Fire Protection Agency (NFPA) 1901 Standard for Aerial Apparatus. Currently, the truck sits in reserve status because of safety concerns and when it moves up to replace another piece of apparatus staff is not allowed to respond emergent. NFPA recommended life expectancy for a ladder truck is 20 years.

   The Fire Department and Department of Public Works put together a combined committee to explore the purchase of a new apparatus in 2019. After months of work, the committee recommended the purchase of two new engines in 2021 and the purchase of a ladder truck in 2022. During the design phase, the highest priority of the committee is to purchase apparatus that is reliable, durable, and meets the unique needs of our community not only today but in the distant future. It was also decided to purchase trucks with as few proprietary parts as possible. This will decrease the costs of repairs and decrease downtime because many parts could be sourced locally. The committee settled in on Sutphen as the manufacturer for those pumpers. Knowing that we would be soon shopping for a ladder truck the committee investigated ladder trucks at the same time and also settled on Sutphen as being the best manufacturer for Truck Two's replacement also.

The various engine, pump, cab, and cabinet feature decisions have been made and we are ready to move forward with the ordering of the truck. The two new engines were ordered in March of 2020 and are expected to be delivered in the spring of 2021. The new ladder truck will most likely take at least one year to build once ordered, therefore if ordered now delivery would be expected in the first quarter of 2022.

2. Discussion:

Right-Sizing the Fire Department Fleet:

The WFD staff took this opportunity to examine the current department response structure of the current apparatus to determine how the purchase of a new ladder truck could best serve the community. A lot has changed in the community since 1984 with tremendous growth to the western regions of the City. With the new Fire Station Two strategically placed on the Hwy 52 Parkway the new Truck Two could be utilized from that station as a first-due apparatus. Currently, Truck Two is in reserve status because of safety concerns but the purchase of a new modern ladder truck would allow us to place in front-line status out of Station Two.

The ladder truck committee determined the best truck would be a 75' mid-mount straight stick ladder truck with a 1500 GPM pump with equipment to be utilized as both a pumper and a ladder truck. The fire service definition for this type of truck is a quint. To put the new Truck Two in front-line service with current staffing levels it would replace Engine Two as the first fire response vehicle out of Station Two. The current Engine Two would be moved into reserve status. The purchase of a quint-type configured ladder truck will allow the department to replace both a pumper and a ladder truck with one multi-function truck.

The committee and department leadership has closely examined the quint configuration for Truck Two and feel that it will serve the City much more effectively than the current response structure. Once the new Truck Two is in place the department fleet of engines can be reduced from four to three. Two front line engines and one reserve.

The current Truck Two is no longer safe for firefighters to operate. Additionally the cost vs benefit analysis of keeping the truck in service all points to the removal of the truck from service. Currently, Truck Two is only put into service when Truck One is out of service for maintenance or repair. When Truck Two is in service it is only used in non-emergency status to minimize the possibility of having an accident. The water pump has failed its annual test and is not capable of pumping water at a fire scene. With only lap belts and open cab in the rear, no firefighters are allowed to ride in the rear-facing seats. It needs new tires and has a laundry list of problems that are too costly to correct for an antique truck. The replacement of Truck Two has been moved back on the replacement schedule several times and is long overdue for replacement.

Truck Two is in desperate need of replacment. By purchasing the Quint style ladder tuck we can replace two pieces of apparatus with one.

3. History:
   The WFD has long used two ladder trucks in the department's history. The old age and poor condition of the current Truck Two have placed all of the response burdens on Truck One. Truck One is a 2012 100’ aerial platform and responding out of Station One and is cross-staffed with a crew of two that also staff Rescue One. Truck One was purchased through a federal grant that paid for 90% of the cost of that truck when purchased. It is an excellent truck for responding to large industrial or multi-story high-rise buildings, however, its large size inhibits its use on smaller residential, small retail, and light industrial buildings. The committee that has been working on the Truck Two replacement project did not see the need for a second large 100’ platform truck. Instead, the committee found that a smaller, lighter more maneuverable straight ladder that could be more easily used on residential, light retail and light commercial structures would best compliment the WFD response structure.

4. Rationale:
   The committee settled on a Sutphen SL 75 with a Waterous 1500 GPM pump and features that would allow the truck to be a versatile piece of apparatus capable of responding to rescue incidents on the highways system, complex or difficult EMS incidents, or fires of small or large scale utilizing the pump and or ladder truck capabilities. The truck will also be outfitted with hydraulic rescue tools for rescue work. The committee and leadership of the department are confident that they have designed a truck that will be an excellent addition to the apparatus fleet.

<u>Impact</u>:

1. Approving the purchase of the replacement ladder truck will have several impacts.
   a. Replacing an old, out of date, and unsafe ladder truck with a modern NFPA 1901 compliant truck will increase safety for firefighters and the community.

   b. Purchase of a mid-mount 75’ straight stick ladder on a single-axle chassis will provide a valuable tool to firefighters at residential and light industrial buildings.

   c. Purchase of a quint-style ladder truck will replace old Truck Two and one of the engines, therefore, reducing the overall fleet of four engines to three.

   d. The engine currently scheduled for replacement in 2023 can be removed from the replacement schedule.

2. Purchasing through the HGAC cooperative purchasing process guarantees competitive pricing.

<u>Coordination</u>: The ladder truck design committee included firefighters, engineers, and officers from the Fire Department and two emergency vehicle repair technicians from Public Works.

<u>Drafted by</u>: Deputy Chief Robert Barteck, Fire Department

Cc: Mayor

PROPOSAL

TO THE:
CITY OF WAUSAU FIRE DEPT.
Attn: Deputy Chief Robert Barteck
606 East Thomas Street
Wausau, WI 54403
HGAC # 13-3444

DATE: January 19th 2021

We hereby propose and agree to furnish the following firefighting equipment upon your acceptance of this proposal:

One (1) Sutphen Heavy Duty 75" Mid mount Aerial Ladder SL75 Complete and Delivered for the Total Sum of $998,347.68

This proposal is given in accordance with HGAC contract number FS12-19. Final specification has been supplied for customers approval.

The unit shall be manufactured completely in accordance with the following proposal and delivered in approximately **10-12** months from the date of the contract signing or purchase order, subject to delays from all causes beyond our control.

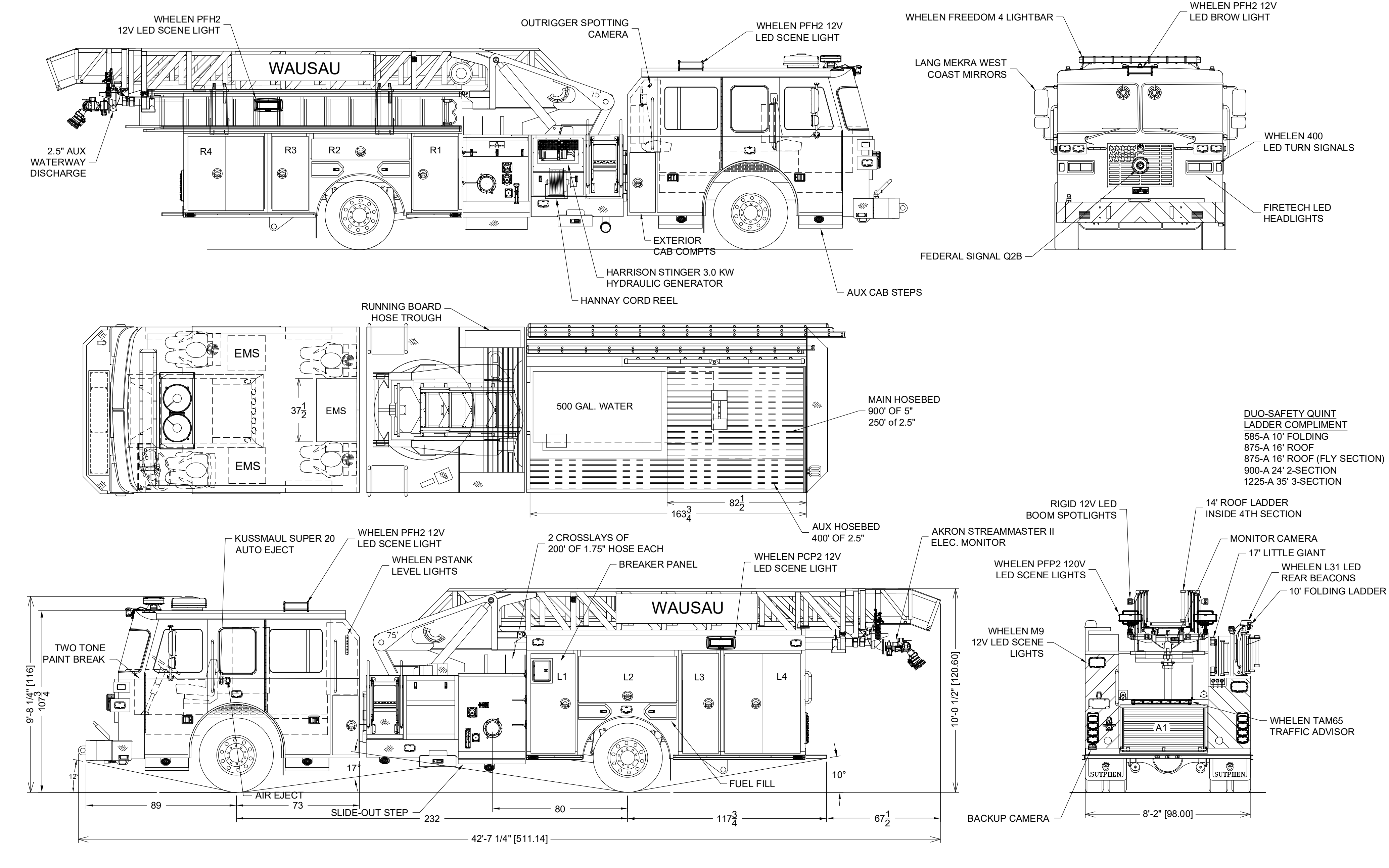
This proposal shall be valid for (45) days. If the contract or purchase order is not received within this proposed duration, we reserve the right to extend, withdraw, or modify our proposal, including pricing, delivery times, and prepayment discounts if applicable.

Respectfully submitted,

Scott Lumby
Custom Fire Apparatus, Inc.
Authorized Representative for Sutphen Corporation
Cell: 612-247-1653

COMPT	DOORS	OPENING DIMENSIONS	INSIDE DIMENSIONS	VOLUME
L1	HINGED	22.75"W x 53.00"H	29.75"W x 59.00"H x 17.75"D	18.02 CU. FT.
L2	HINGED	51.50"W x 24.00"H	60.00"W x 28.25"H x 17.75"D	17.41 CU. FT.
L3	HINGED	17.75"W x 53.00"H	24.75"W x 59.00"H x 17.75"D	14.99 CU. FT.
L4	HINGED	42.00"W x 53.00"H	47.25"W x 59.00"H x 17.75"D	28.63 CU. FT.
A1	ROLL-UP	44.50"W x 20.50"H	53.00"W x 29.75"H X 47.75"D	43.57 CU. FT.

COMPT	DOORS	OPENING DIMENSIONS	INSIDE DIMENSIONS	VOLUME
R1	HINGED	22.75"W x 38.00"H	29.75"W x 45.00"H x 22.75"D	17.62 CU. FT.
R2	HINGED	50.00"W x 9.25"H	60.00"W x 14.00"H x 22.75"D	11.05 CU. FT.
R3	HINGED	17.75"W x 38.00"H	22.75"W x 45.00"H x 22.75"D	13.47 CU. FT.
R4	HINGED	42.00"W x 38.00"H	47.25"W X 45.00"H x 22.75"D	27.99 CU. FT.
			TOTAL VOLUME	192.75 CU. FT.



DIMENSIONS SHOWN ON THIS DRAWING ARE APPROXIMATE AND ARE SUBJECT TO MINOR DEVIATIONS DURING CONSTRUCTION.

IN THE EVENT OF A DISCREPANCY BETWEEN THE SUTPHEN SPECIFICATIONS AND DRAWING, THE SUTPHEN SPECIFICATIONS SHALL PREVAIL.

DRAWING IS FOR REFERENCE ONLY. SOME ITEMS PROPOSED MAY NOT BE SHOWN OR NOTED.

CUSTOMER APPROVAL

NAME: ______________________

TITLE: ______________________

DATE: ______________________

REV.	DESCRIPTION	BY	DATE
-	-	-	-

DRAWN BY: APF

DATE: 07/08/2020

MFG. FACILITY: HILLIARD

SUTPHEN

WAUSAU FIRE DEPT.
WAUSAU, WI

SL75

DWG. NO.: HS-XXXX

Recommendation for the purchase of Fire Dept. Aerial Ladder Truck

Issue: The fire depts.. 1985 aerial truck is in need of replacement. The replacement of this unit has been on the motorpools replacement plan for the last 5 years.

Facts and considerations: NFPA recommends that aerial apparatus life expectancy is 20 years. This unit is currently 36 years old and has surpassed its useful service life. Over the past few years the costs of repairs to this unit has risen significantly. The repairs were necessary to keep the unit in front line service until the scheduled replacement year was reached. Repair costs in 2017 were about $1000. 2018 had no repair costs because the unit was used very little. Since that time DPW employed NFPA certified technicians and they identified several repairs that needed to get done in order to keep the unit safely in service for a few more years. In that year $19,918 were spent on repairs just to bring it back to NFPA compliance. In 2020 $8115 was spent on repairs.

Since 2022 was the scheduled replacement year,and a typical apparatus like this takes about 10-12 months from order time to delivery, Motorpool and Fire Dept. personnel have put together a spec and proposal to order ahead of the scheduled replacement year due to the increasing costs of repairs and the pending repair needs for the unit.

Financial Impact: Current HGAC price on this unit is $987,017. If we wait for the beginning of 2022 to order, the cost will rise by 3% which brings the total cost up to $1,016,627. Maintenance cost will increase due to tire replacement, ladder inspection fees and other unforeseen costs will be needed. Projected costs for this would probably be between $6-8K. Most of this cost is replacing the tires that are almost worn out, and some other repairs that are needed to keep it in service. The fire dept. has decided to use this unit only if absolutely needed because of the pending repairs needed. If the finance dept. borrowed the money to fund the new unit, the money spent on repairs could instead be used to pay for the financing of the unit. The motorpool would then adjust rental rates over the next several years to allow the Fire Dept. to “catch up” on paying for the replacement and maintenance of the new unit. This practice has been used over the last several years to fund the replacement of all equipment.

Recommendation: I am recommending the purchase of the Fire Depts. Ladder truck in 2021, so it can be delivered early in 2022 which is the scheduled replacement year. Ordering the unit now will reduce overall costs of the existing unit by about $6-8K, by not having to spend as much on the repairs and upkeep of the unit. This will also allow the Fire dept. to move forward with the plans of reducing the overall size of the fleet with their proposed plan.

MOTOR POOL 2020 FINANCIAL PREVIEW

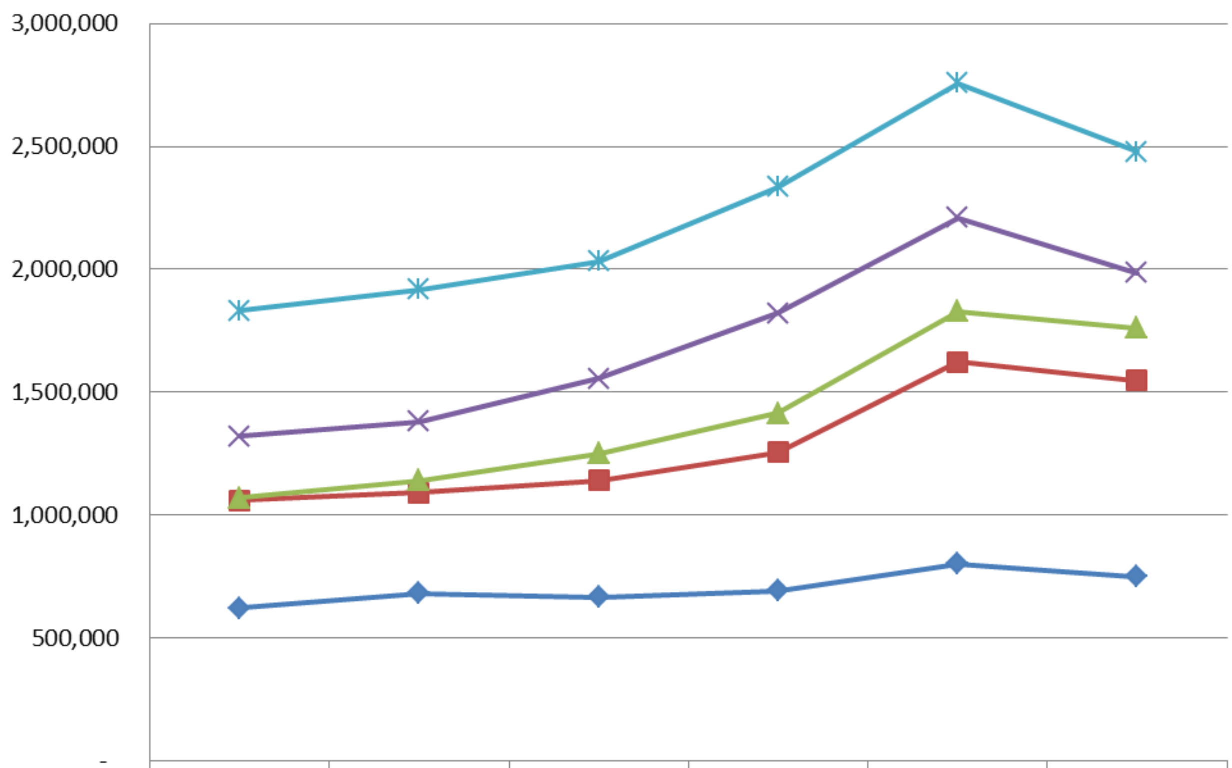
FINANCIAL PREMISE

- DEPARTMENTS PAY VEHICLE RENT/USAGE FEES TO THE MOTOR POOL FUND
- MOTOR POOL FUND FINANCES MAINTENANCE OF FLEET AND REPLACEMENT OF FLEET WITH THE RENT REVENUE RECEIVED
- IDEALLY CAPITAL PURCHASES ARE MANAGED TO ELIMINATE LARGE CASH DRAWS
- POLICE JOINED - 2009 : FIRE - 2015

MOTOR POOL STUDY UNDERWAY

- RECOMMEND DEPARTMENTAL RENTAL RATES
- REVIEW AND PROVIDE RECOMMENDATIONS:
  - VEHICLE LEASE PROGRAM
  - MAINTENANCE PROGRAM
  - STAFFING LEVELS
  - FACILITY NEEDS
  - RIGHT SIZE THE FLEET
  - VEHICLE REPLACEMENT POLICY
    (YEARS/MILEAGE)

OPERATING EXPENSES IN REVIEW



	2015	2016	2017	2018	2019	2020
OTHER SUPPLIES, SERVICES, CHGS	510,759	537,318	477,072	511,749	549,965	493,510
FUEL	252,263	239,141	306,779	408,888	380,039	224,289
VEHICLE LEASING	10,505	49,591	109,588	158,807	204,929	211,976
MAINTENANCE SERVICE AND PARTS	438,339	410,477	474,526	561,189	822,960	797,867
PERSONAL SERVICE	620,295	681,043	664,924	692,952	800,270	750,223

OPERATING REVENUES IN REVIEW

	2015	2016	2017	2018	2019	2020
FIRE DEPT RENTS	$232,383	$281,748	$335,992	$280,132	$300,463	$298,595
POLICE DEPT RENTS	477,435	474,080	498,740	525,881	517,463	506,740
OTHER DEPT RENTS AND FEES	2,277,896	2,655,887	2,815,776	2,800,462	3,294,410	2,747,000
OTHER REVENUES	93,058	138,413	268,844	185,659	157,815	153,007
TOTAL REVENUES	$3,080,772	$3,550,128	$3,919,352	$3,792,134	$4,270,151	$3,705,342

2020 CAPITAL PURCHASES

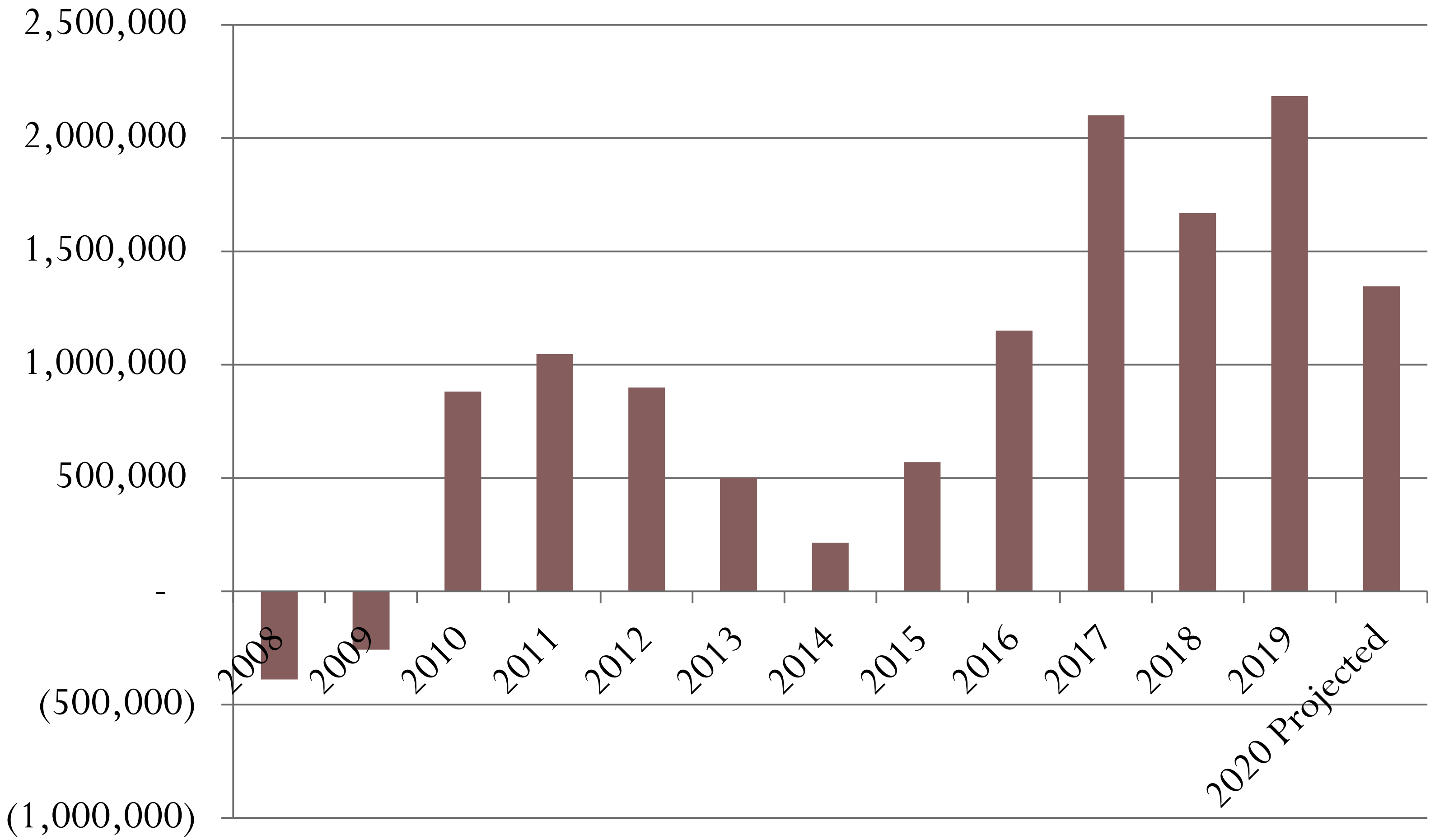
- 12 POLICE SQUADS $534,000
- AMBULANCE $224,000
- FIRE PLOW TRUCK $53,000
- AIRPORT SNOW LOADER $143,000
- DPW - TRUCKS, DOZER, PAVER, PLOWS, MISC
  $1,336,000

OPERATIONS AND CAPITAL REVIEW

RENTS LESS EXPENSES

YEAR	CASH FROM OPERATIONS	CAPITAL COSTS	NET
2020 PROJECTED	$1,230,000	$2,030,000	($800,000)
2019	$1,727,813	$1,238,799	$489,014
2018	$1,280,964	$1,685,205	($404,241)
2017	$1,786,548	$690,358	$1,096,190
2016	$1,616,182	$1,152,526	$463,656
2015	$1,254,829	$835,145	$419,684
2014	$1,019,696	$1,348,209	($328,513)
2013	$948,249	$1,267,263	($319,014)
2012	$857,401	$991,576	($134,175)

HISTORIC RESERVE REVIEW



2021 PROJECTION

ACCUMULATED RESERVES 12/31/2019 (AUDITED)	$2,184,715
2020 PROJECTED NET RESULTS (CASH FROM OPERATIONS LESS CAPITAL PURCHASES)	($838,986)
2021 CASH FROM OPERATIONS	$1,300,000
AVAILABLE	**$2,645,729**

2021 CAPITAL PURCHASES	
COMMITTED PURCHASES (ALREADY ORDERED)	$2,172,158
UNCOMMITTED EXPECTED BUDGETED PURCHASES	$935,320
REQUIRED	**$3,107,478**
PROJECTED RESERVE 12/31/2021	**($461,749)**

2021 CAPITAL PURCHASES

- 2 FIRE TRUCKS $1,190,286
- POLICE (OUTFITTING CARS) $128,984
- DPW –TRUCKS, PLOW, LIFT $1,788,208

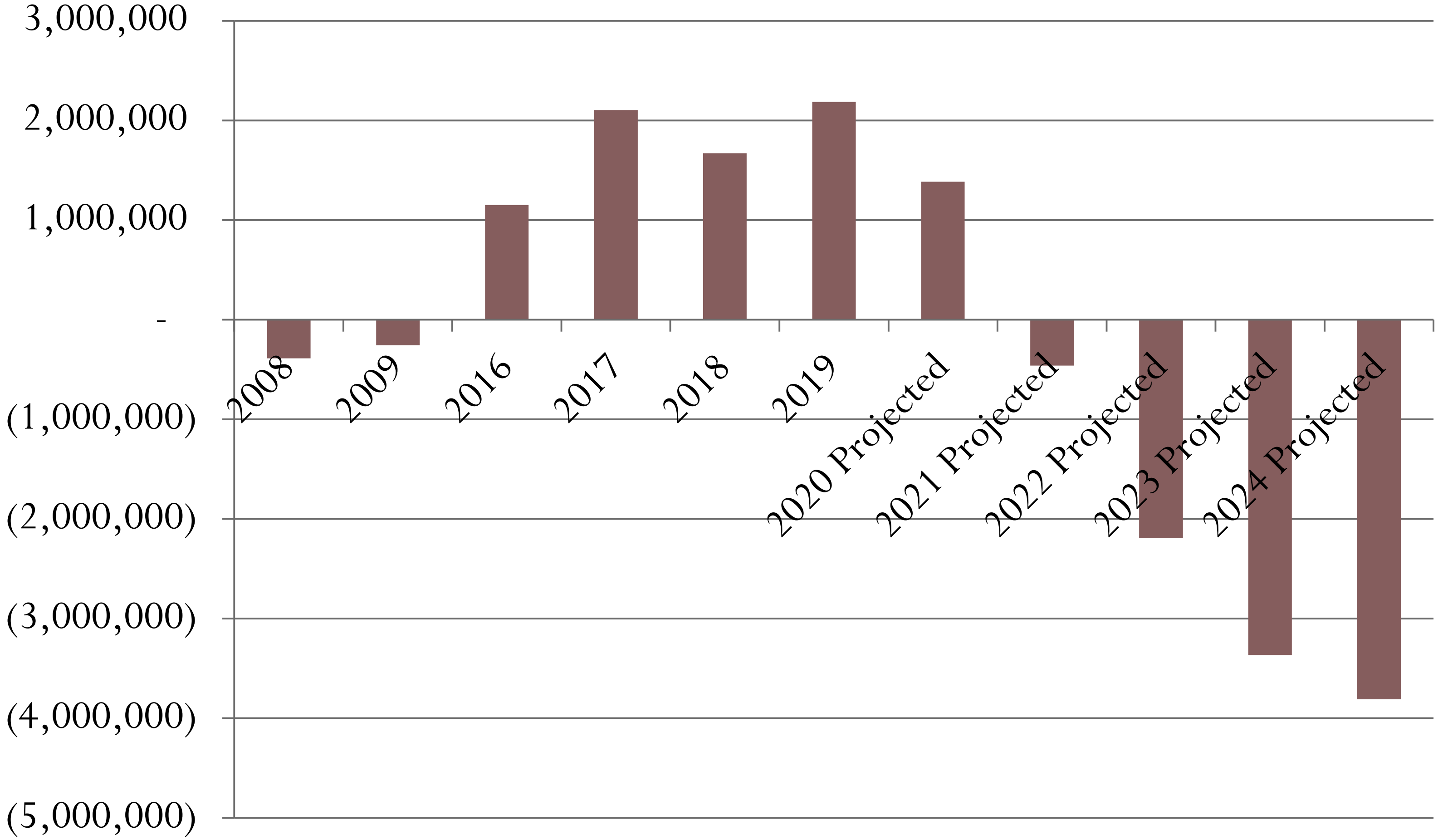
FUTURE CAPITAL PURCHASES

	2022	2023	2024
PUBLIC WORKS	$1,840,000	$1,838,000	$1,512,000
FIRE	$1,020,000*	$462,000	$162,000
POLICE	$169,000	$177,000	$167,000
TOTAL	$3,029,000	$2,477,000	$1,841,000

*FIRE

- 2022 AERIAL TRUCK (1985 replacement)

RESERVE IMPACT



BRIDGING THE FUTURE FINANCIAL GAP

- DEFER PURCHASES
- 2020 SURPLUS TRANSFER FROM GENERAL FUND
- BORROW FOR FIRE TRUCKS – 20-30 YEAR OWNERSHIP VERSUS 10 YEAR DEBT.

HOW THE STUDY WILL HELP

- DEVELOP A STANDARD REPLACEMENT POLICY THAT IDENTIFIES THE OPTIMAL BLANCE BETWEEN OWNERSHIP COST VERSUS MAINTENANCE COST
- RECOMMEND USER RATES TO PROVIDE ADEQUATE RESOURCES FOR REPLACEMENT AND MAINTENANCE
- LEASE VERSUS OWN RECOMMENDATIONS
- RECOMMEND CAPITAL FUNDING POLICY CASH VERSUS DEBT
- RECOMMEND INHOUSE VERSUS OUTSOURCE MAINTENANCE FOR COST EFFECTIVENESS

TO: FINANCE COMMITTEE
FROM: MARYANNE GROAT
DATE: March 4, 2021
RE: Class B Liquor License fees and Municipal Code 3.06.010 regarding payments.

In 2020 the Common Council authorized the reduction of Class B Liquor Licenses to help bars and restaurants struggling during the pandemic. We are now coming upon licensing time again. While there appears to be a light at the end of the tunnel due to the vaccines; the financial impact will be felt by many for an extended period of time.

Municipal Code 3.06.010 requires that all personal property taxes, special assessments room tax and other revenues must be paid before the license is issued. Personal property taxes are due in full on January 31 each year. In reviewing the outstanding list for the 2020 personal property taxes we have noted an increase in the delinquency rate for bars and restaurants. The penalty for outstanding personal property carries a high annual interest rate of 18%.

Two questions exist regarding management of 2021 licensing.

- Should the Common Council consider reducing licensing fees for Class B establishments again this year?
- Should the Common Council suspend 3.06.010 for the 2021 for the issuance of Class B establishments?