



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: **JOINT MEETING OF THE FINANCE AND ECONOMIC DEVELOPMENT COMMITTEE**
Date/Time: **March 25, 2025, at 5:15 PM**
Location: **City Hall (407 Grant Street) - Council Chambers**
Finance Members: Michael Martens (C), Gary Gisselman (VC), Becky McElhaney, Chad Henke, Vicki Tierney
ED Members: Carol Lukens (C), Chad Henke (VC), Gary Gisselman, Terry Kilian, Vicki Tierney

FINANCE COMMITTEE AGENDA ITEMS

- Minutes of the previous meeting (02/25/2025).
- Discussion and possible action approving accepted offers for the following parcels of Project ID 6999-00-16, West Wausau Avenue, Stevens Drive to North 10th Avenue:
Parcel 2 (1313 – 1315 West Wausau Ave) – Temporary Limited Easement
Parcel 3 (1301 – 1303 West Wausau Ave & 1307 – 1309 West Wausau Ave) – Temporary Limited Easement
Parcel 4 (1219 – 1221 West Wausau Ave) – Temporary Limited Easement
Parcel 6 (1213 – 1215 West Wausau Ave) – Temporary Limited Easement
Parcel 7 (1207 – 1209 West Wausau Ave) – Temporary Limited Easement
Parcel 8 (1201 – 1203 West Wausau Ave) – Temporary Limited Easement
Parcel 9 (1130 West Bridge Street) – Temporary Limited Easement
Parcel 11 (1002 West Wausau Ave) – Temporary Limited Easement
Parcel 12 (828 North 10th Ave) – Temporary Limited Easement
- Discussion and possible action approving Offering Price Report and accepted offer for the following parcel of Project ID 6999-00-16, West Wausau Avenue, Stevens Drive to North 10th Ave:
Parcel 1 (1200 West Wausau Ave) – Temporary Limited Easement
- Discussion and possible action on modifications to Revenue Policy.
- Discussion and possible action on approving Delegation of Authority to the Board of Public Works for settlement of civil, criminal, governmental, regulatory, administrative, or arbitration proceeding in an amount not to exceed \$75,000.
- Discussion and possible action on amending Wausau Municipal Code Section 3.16.050 Empowerment.

JOINT FINANCE AND ECONOMIC DEVELOPMENT COMMITTEE AGENDA ITEMS

- Discussion and possible action on Purchase and Development Agreement with 700 Grand Apartments, LLC for a 50 Unit Affordable Multi-Family Housing Project at 700, 804, 806, 810, 814, and 816 Grand Avenue.

Adjourn

Michael Martens, Chairperson
Carol Lukens, Chairperson

NOTICE: It is possible that a quorum of members of other committees of the Common Council of the City of Wausau may be in attendance at the above-mentioned meeting. No action will be taken by any such groups.

Members of the public who do not wish to appear in person may view the meeting live over the internet, 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 kody.hart2@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 transmitted to the Daily Herald newsroom 03/21/2025 at 4:00 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.

FINANCE COMMITTEE

Date and Time: Tuesday, March 11, 2025, at 5:15 p.m., Council Chambers

Finance Committee Members Present: Michael Martens (C), Gary Gisselman (VC), Becky McElhaney (arrived at 5:19 p.m.), Chad Henke, Vicki Tierney

Economic Development Committee Members: Carol Lukens (C), Chad Henke (VC), Gary Gisselman, Terry Kilian, Vicki Tierney

Others Present: Eric Lindman, Matthew Barnes, Melinda Pauls, Randy Fifrick

Noting the presence of a quorum Chairperson Martens called the meeting to order at 5:17 p.m.

Minutes of the previous meeting (02/25/2025).

Motion by Gisselman, seconded by Henke, to approve. Motion carried 4-0.

Discussion and possible action on a sole source purchase request for polymer from Midwest Chemical & Equipment for Wausau Water Works.

Motion by Henke, seconded by Tierney, to approve. Motion carried 4-0.

McElhaney was present for the rest of the meeting.

Discussion and possible action on a sole source purchase request for Motorola portable radios for the Wausau Police Department.

Without objection, public comment provided.

1. Paula Meadows, 1302 Madison Street – Spoke on the cost.

Motion by Gisselman, seconded by Henke, to approve. Motion carried 5-0.

Discussion and possible action regarding procurement policy.

Without objection, public comment provided.

1. Paula Meadows, 1302 Madison Street – Spoke on the policy.

Motion by Tierney, seconded by Henke, to approve. Motion carried 5-0.

Discussion and possible action for 2025 Budget Change of Purpose for funding 2025 Street Improvement Projects Tax Increment District 3.

Motion by Henke, seconded by Gisselman, to approve. Motion carried 5-0.

JOINT AGENDA ITEM FOR CONSIDERATION WITH THE ECONOMIC DEVELOPMENT COMMITTEE

Noting the presence of a quorum Chairperson Lukens called the meeting to order at 6:36 p.m.

CLOSED SESSION pursuant to 19.85(1)(e) of the Wisconsin Statutes for deliberating or negotiating the purchase of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session: relating to approval of Purchase and Development Agreement with 700 Grand Apartments, LLC for a 50-Unit Affordable Multi-Family Housing Project at 700, 804, 806, 810, 814, and 816 Grand Avenue.

Motion by Henke, seconded by McElhaney, to convene the Finance Committee in Closed Session. Roll Call Vote - Yes: Tierney, Henke, McElhaney, Gisselman, Martens; No: None. Motion carried 5-0.

Motion by Henke seconded by Kilian, to convene the Economic Development Committee in Closed Session. Roll Call Vote – Yes: Tierney, Henke, Kilian, Gisselman, Lukens; No: None. Motion carried 5-0.

CONVENED into Closed Session.

Adjourn

Motion by Henke, seconded by Tierney, to adjourn the meeting of the Finance Committee. Motion carried. Motion by Henke, seconded by Tierney, to adjourn the meeting of the Economic Development Committee. Motion carried. Meeting adjourned at 6:28 p.m.

For full meeting video on YouTube: <https://www.youtube.com/watch?v=7C69uA6YLbM>

DRAFT

NOMINAL PAYMENT PARCEL - WAIVER OF APPRAISAL RECOMMENDATION AND APPROVAL

Wisconsin Department of Transportation

RE1897 01/2023 Ch. 32 Wis. Stats.

Owner name(s) KSW Rentals LLC	Area and interest required 738.00 sq. ft. of Temporary Limited Easement (TLE)
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Allocation

Allocation	Description	Size	Unit	Per Unit	Value (\$)
Temporary Limited Easement (TLE)	slope blending	738.00	Sq Ft	\$0.52	\$387.00

Total Allocation
Rounded To \$387.00

Full calculation below:

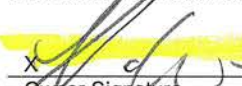
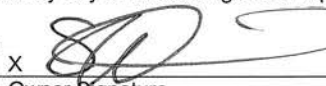
Parcel	LAND TYPE	FEE LAND ACQ (sf)	FEE UNIT VALUE (\$/sf)	TLE Area ACQ (sf)	Fee Calculation (Fee area X Unit Value)	Year 1 TLE Rent Calculation (TLE area X Fee Unit Value X TLE Annual Rental Rate)	Year 2 TLE Rent Calculation Equals Year 1 TLE Rent Calculation discounted to reflect payment in advance. Year 1 TLE Rent Calculation /(1+Discount Rate)	Total TLE Rent (Sum of Year 1 and Year 2)	Compensable Items Impacted in Fee or TLE Area	Contributory Value for Impacted Items	Total (Fee, Total TLE, Impacted Items)	NPPR Offer (Minimum offer of \$250 or rounded up to nearest \$1.00)
2	Residential	0	\$3.50	738	\$0.00	\$196.31	\$190.59	\$386.90	None	\$0.00	\$386.90	\$387.00

TLE Annual Rental Rate: 7.60% (Comprised of 3.00% CD safe rate, 2.60% inflation rate and 2.0% market risk)
Discount Rate: 3.00%
TLE Term: 2 years

The undersigned owner(s), having been fully informed of the right to have the property appraised, and to receive just compensation based upon an appraisal, have decided to waive the right to an appraisal and agree to accept settlement in the above-stated amount as full payment for the parcel stated, subject to approval by City of Wausau.

The undersigned owner(s) further states that they waived the right to an appraisal without undue influences or coercive action of any nature.

It is intended that the instrument of conveyance will be executed upon presentation by City of Wausau agents or representatives.

X 	2/24/2025	X 	2-25-2025
Owner Signature	Date	Owner Signature	Date
Kevin F. Warnecke for KSW Rentals LLC		Sandra A. Warnecke for KSW Rentals, LLC	

Approved for City of Wausau

For Office Use Only

Agency Approval

Date

City of Wausau Signature

Date

NOMINAL PAYMENT PARCEL - WAIVER OF APPRAISAL RECOMMENDATION AND APPROVAL

Wisconsin Department of Transportation

RE1897 01/2023 Ch. 32 Wis. Stats.

Owner name(s) Aspen View Properties LLC	Area and interest required 860.00 sq. ft. of Temporary Limited Easement (TLE)
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Allocation

Allocation	Description	Size	Unit	Per Unit	Value (\$)
Temporary Limited Easement (TLE)	slope blending	860.00	Sq Ft	\$0.52	\$451.00

Total Allocation
Rounded To \$451.00

Full Calculation below:

Parcel	LAND TYPE	FEE LAND ACQ (sf)	FEE UNIT VALUE (\$/sf)	TLE Area ACQ (sf)	Fee Calculation (Fee area X Unit Value)	Year 1 TLE Rent Calculation (TLE area X Fee Unit Value X TLE Annual Rental Rate)	Year 2 TLE Rent Calculation Equals Year 1 TLE Rent Calculation discounted to reflect payment in advance. Year 1 TLE Rent Calculation /(1+Discount Rate)	Total TLE Rent (Sum of Year 1 and Year 2)	Compensable Items Impacted in Fee or TLE Area	Contributory Value for Impacted Items	Total (Fee, Total TLE, Impacted Items)	NPPR Offer (Minimum offer of \$250 or rounded up to nearest \$1.00)
3	Residential	0	\$3.50	860	\$0.00	\$228.76	\$222.10	\$450.86	None	\$0.00	\$450.86	\$451.00

TLE Annual Rental Rate 7.60% (Comprised of 3.00% CD safe rate, 2.60% inflation rate and 2.0% market risk)
Discount Rate 3.00%
TLE Term 2 years

The undersigned owner(s), having been fully informed of the right to have the property appraised, and to receive just compensation based upon an appraisal, have decided to waive the right to an appraisal and agree to accept settlement in the above-stated amount as full payment for the parcel stated, subject to approval by City of Wausau.

The undersigned owner(s) further states that they waived the right to an appraisal without undue influences or coercive action of any nature.

It is intended that the instrument of conveyance will be executed upon presentation by City of Wausau agents or representatives.

X Corissa Meier 2-20-2025 X
Owner Signature Date Owner Signature Date
Corissa Meier for Aspen View Properties LLC
meier-schraufnager

Approved for City of Wausau

For Office Use Only

Agency Approval

Date

City of Wausau Signature

Date

This instrument was drafted by
Cheryl Schroeder for City of Wausau

Project ID
6999-00-16

Parcel No
3

NOMINAL PAYMENT PARCEL - WAIVER OF APPRAISAL RECOMMENDATION AND APPROVAL

Wisconsin Department of Transportation

RE1897 01/2023 Ch. 32 Wis. Stats.

Owner name(s) Timothy D Treu and Kay D Treu	Area and interest required 764.00 sq. ft. of Temporary Limited Easement (TLE)
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Allocation

Allocation	Description	Size	Unit	Per Unit	Value (\$)
Temporary Limited Easement (TLE)	slope blending	764.00	Sq Ft	\$0.52	\$401.00

Total Allocation
Rounded To \$401.00

Full calculation below:

Parcel	LAND TYPE	FEE LAND ACQ (sf)	FEE UNIT VALUE (\$/sf)	TLE Area ACQ (sf)	Fee Calculation (Fee area X Unit Value)	Year 1 TLE Rent Calculation (TLE area X Fee Unit Value X TLE Annual Rental Rate)	Year 2 TLE Rent Calculation Equals Year 1 TLE Rent Calculation discounted to reflect payment in advance. Year 1 TLE Rent Calculation /(1+Discount Rate)	Total TLE Rent (Sum of Year 1 and Year 2)	Compensable Items Impacted in Fee or TLE Area	Contributory Value for Impacted Items	Total (Fee, Total TLE, Impacted Items)	NPPR Offer (Minimum offer of \$250 or rounded up to nearest \$1.00)
4	Residential	0	\$3.50	764	\$0.00	\$203.22	\$197.30	\$400.53	None	\$0.00	\$400.53	\$401.00

TLE Annual Rental Rate 7.60% (Comprised of 3.00% CD safe rate, 2.60% inflation rate and 2.0% market risk)
Discount Rate 3.00%
TLE Term 2 years

The undersigned owner(s), having been fully informed of the right to have the property appraised, and to receive just compensation based upon an appraisal, have decided to waive the right to an appraisal and agree to accept settlement in the above-stated amount as full payment for the parcel stated, subject to approval by City of Wausau.

The undersigned owner(s) further states that they waived the right to an appraisal without undue influences or coercive action of any nature.

It is intended that the instrument of conveyance will be executed upon presentation by City of Wausau agents or representatives.

X <u>Timothy D Treu</u>	<u>1-27-2025</u>	X <u>Kay D Treu</u>	<u>1-27-2025</u>
Owner Signature	Date	Owner Signature	Date
Timothy D Treu		Kay D Treu	

Approved for City of Wausau

For Office Use Only

Agency Approval

Date

City of Wausau Signature

Date

This instrument was drafted by
Cheryl Schroeder for City of Wausau

Project ID
6999-00-16

Parcel No
4

NOMINAL PAYMENT PARCEL - WAIVER OF APPRAISAL RECOMMENDATION AND APPROVAL

RE1897 01/2023 Ch. 32 Wis. Stats.

Wisconsin Department of Transportation

Owner name(s) Aaron J Decker Revocable Trust dated May 27	Area and interest required 894.00 sq. ft. of Temporary Limited Easement (TLE)
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Allocation

Allocation	Description	Size	Unit	Per Unit	Value (\$)
Temporary Limited Easement (TLE)	slope blending	894.00	Sq Ft	\$0.52	\$469.00

Total Allocation
Rounded To \$469.00

Full calculation below:

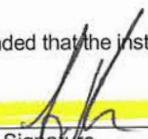
Parcel	LAND TYPE	FEE LAND ACQ (sf)	FEE UNIT VALUE (\$/sf)	TLE Area ACQ (sf)	Fee Calculation (Fee area X Unit Value)	Year 1 TLE Rent Calculation (TLE area X Fee Unit Value X TLE Annual Rental Rate)	Year 2 TLE Rent Calculation Equals Year 1 TLE Rent Calculation discounted to reflect payment in advance. Year 1 TLE Rent Calculation /(1+Discount Rate)	Total TLE Rent (Sum of Year 1 and Year 2)	Compensable Items Impacted in Fee or TLE Area	Contributory Value for Impacted Items	Total (Fee, Total TLE, Impacted Items)	NPPR Offer (Minimum offer of \$250 or rounded up to nearest \$1.00)
6	Residential	0	\$3.50	894	\$0.00	\$237.80	\$230.88	\$468.68	None	\$0.00	\$468.68	\$469.00

TLE Annual Rental Rate 7.60% (Comprised of 3.00% CD safe rate, 2.60% inflation rate and 2.0% market risk)
Discount Rate 3.00%
TLE Term 2 years

The undersigned owner(s), having been fully informed of the right to have the property appraised, and to receive just compensation based upon an appraisal, have decided to waive the right to an appraisal and agree to accept settlement in the above-stated amount as full payment for the parcel stated, subject to approval by City of Wausau.

The undersigned owner(s) further states that they waived the right to an appraisal without undue influences or coercive action of any nature.

It is intended that the instrument of conveyance will be executed upon presentation by City of Wausau agents or representatives.

X  1/30/25

Owner Signature Date
Aaron J Decker, Trustee, of the Aaron J. Decker Revocable Trust
dated May 27

X _____
Owner Signature Date

Approved for City of Wausau

For Office Use Only

Agency Approval

Date

City of Wausau Signature

Date

This instrument was drafted by
Cheryl Schroeder for City of Wausau

Project ID
6999-00-16

Parcel No
6

NOMINAL PAYMENT PARCEL - WAIVER OF APPRAISAL RECOMMENDATION AND APPROVAL

RE1897 01/2023 Ch. 32 Wis. Stats.

Wisconsin Department of Transportation

Owner name(s) WTH LLC, a Wisconsin limited liability company	Area and interest required 1,464.00 sq. ft. of Temporary Limited Easement (TLE)
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Allocation

Allocation	Description	Size	Unit	Per Unit	Value (\$)
Temporary Limited Easement (TLE)	slope blending	1,464.00	Sq Ft	\$0.52	\$768.00

Total Allocation
Rounded To \$768.00

Full calculation below:

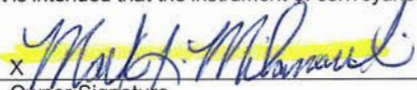
Parcel	LAND TYPE	FEE LAND ACQ (sf)	FEE UNIT VALUE (\$/sf)	TLE Area ACQ (sf)	Fee Calculation (Fee area X Unit Value)	Year 1 TLE Rent Calculation (TLE area X Fee Unit Value X TLE Annual Rental Rate)	Year 2 TLE Rent Calculation Equals Year 1 TLE Rent Calculation discounted to reflect payment in advance. Year 1 TLE Rent Calculation /(1+Discount Rate)	Total TLE Rent (Sum of Year 1 and Year 2)	Compensable Items Impacted in Fee or TLE Area	Contributory Value for Impacted Items	Total (Fee, Total TLE, Impacted Items)	NPPR Offer (Minimum offer of \$250 or rounded up to nearest \$1.00)
7	Residential	0	\$3.50	1464	\$0.00	\$389.42	\$378.08	\$767.51	None	\$0.00	\$767.51	\$768.00

TLE Annual Rental Rate 7.60% (Comprised of 3.00% CD safe rate, 2.60% inflation rate and 2.0% market risk)
Discount Rate 3.00%
TLE Term 2 years

The undersigned owner(s), having been fully informed of the right to have the property appraised, and to receive just compensation based upon an appraisal, have decided to waive the right to an appraisal and agree to accept settlement in the above-stated amount as full payment for the parcel stated, subject to approval by City of Wausau.

The undersigned owner(s) further states that they waived the right to an appraisal without undue influences or coercive action of any nature.

It is intended that the instrument of conveyance will be executed upon presentation by City of Wausau agents or representatives.

X  2-10-2025	X
Owner Signature	Owner Signature
Mark Milanowski for WTH LLC	
Date	Date

Approved for City of Wausau

For Office Use Only

Agency Approval

Date

City of Wausau Signature

Date

NOMINAL PAYMENT PARCEL - WAIVER OF APPRAISAL RECOMMENDATION AND APPROVAL

Wisconsin Department of Transportation

RE1897 01/2023 Ch. 32 Wis. Stats.

Owner name(s) WTH MS LLC, a Wisconsin limited liability company	Area and interest required 1,176.00 sq. ft. of Temporary Limited Easement (TLE)
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Allocation

Allocation	Description	Size	Unit	Per Unit	Value (\$)
Temporary Limited Easement (TLE)	slope blending	1,176.00	Sq Ft	\$0.52	\$617.00

Total Allocation
Rounded To \$617.00

Full calculation below:

Parcel	LAND TYPE	FEE LAND ACQ (sf)	FEE UNIT VALUE (\$/sf)	TLE Area ACQ (sf)	Fee Calculation (Fee area X Unit Value)	Year 1 TLE Rent Calculation (TLE area X Fee Unit Value X TLE Annual Rental Rate)	Year 2 TLE Rent Calculation Equals Year 1 TLE Rent Calculation discounted to reflect payment in advance. Year 1 TLE Rent Calculation /(1+Discount Rate)	Total TLE Rent (Sum of Year 1 and Year 2)	Compensable Items Impacted in Fee or TLE Area	Contributory Value for Impacted Items	Total (Fee, Total TLE, Impacted Items)	NPPR Offer (Minimum offer of \$250 or rounded up to nearest \$1.00)
8	Residential	0	\$3.50	1176	\$0.00	\$312.82	\$303.70	\$616.52	None	\$0.00	\$616.52	\$617.00

TLE Annual Rental Rate 7.60% (Comprised of 3.00% CD safe rate, 2.60% inflation rate and 2.0% market risk)
Discount Rate 3.00%
TLE Term 2 years

The undersigned owner(s), having been fully informed of the right to have the property appraised, and to receive just compensation based upon an appraisal, have decided to waive the right to an appraisal and agree to accept settlement in the above-stated amount as full payment for the parcel stated, subject to approval by City of Wausau.

The undersigned owner(s) further states that they waived the right to an appraisal without undue influences or coercive action of any nature.

It is intended that the instrument of conveyance will be executed upon presentation by City of Wausau agents or representatives.

X  2-10-2025 X
Owner Signature Date Owner Signature Date
Mark Milanowski for WTH MS LLC

Approved for City of Wausau

For Office Use Only

Agency Approval

Date

City of Wausau Signature

Date

NOMINAL PAYMENT PARCEL - WAIVER OF APPRAISAL RECOMMENDATION AND APPROVAL

Wisconsin Department of Transportation

RE1897 01/2023 Ch. 32 Wis. Stats.

Owner name(s) Newman Catholic Schools Inc.	Area and interest required 1,184.00 sq. ft. of Temporary Limited Easement (TLE)
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Allocation

Allocation	Description	Size	Unit	Per Unit	Value (\$)
Temporary Limited Easement (TLE)	slope blending	1,184.00	Sq Ft	\$0.75	\$887.00

Total Allocation
Rounded To \$887.00

Full calculation below:

Parcel	LAND TYPE	FEE LAND ACQ (sf)	FEE UNIT VALUE (\$/sf)	TLE Area ACQ (sf)	Fee Calculation (Fee area X Unit Value)	Year 1 TLE Rent Calculation (TLE area X Fee Unit Value X TLE Annual Rental Rate)	Year 2 TLE Rent Calculation Equals Year 1 TLE Rent Calculation discounted to reflect payment in advance. Year 1 TLE Rent Calculation /(1+Discount Rate)	Total TLE Rent (Sum of Year 1 and Year 2)	Compensable Items Impacted In Fee or TLE Area	Contributory Value for Impacted Items	Total (Fee, Total TLE, Impacted Items)	NPPR Offer (Minimum offer of \$250 or rounded up to nearest \$1.00)
9	Commercial (Large Tract)	0	\$5.00	1184	\$0.00	\$449.92	\$436.82	\$886.74	None	\$0.00	\$886.74	\$887.00

TLE Annual Rental Rate 7.60% (Comprised of 3.00% CD safe rate, 2.60% inflation rate and 2.0% market risk)
Discount Rate 3.00%
TLE Term 2 years

The undersigned owner(s), having been fully informed of the right to have the property appraised, and to receive just compensation based upon an appraisal, have decided to waive the right to an appraisal and agree to accept settlement in the above-stated amount as full payment for the parcel stated, subject to approval by City of Wausau.

The undersigned owner(s) further states that they waived the right to an appraisal without undue influences or coercive action of any nature.

It is intended that the instrument of conveyance will be executed upon presentation by City of Wausau agents or representatives.

X  5022-12-1 X
Owner Signature Date Owner Signature Date
Jeff Gulan for Newman Catholic Schools Inc.

Approved for City of Wausau	For Office Use Only
	Agency Approval Date
	City of Wausau Signature Date

NOMINAL PAYMENT PARCEL - WAIVER OF APPRAISAL RECOMMENDATION AND APPROVAL

Wisconsin Department of Transportation

RE1897 01/2023 Ch. 32 Wis. Stats.

Owner name(s) Victoria P Ballard	Area and interest required 1,043.00 sq. ft. of Temporary Limited Easement (TLE)
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Allocation

Allocation	Description	Size	Unit	Per Unit	Value (\$)
Temporary Limited Easement (TLE)	slope blending	1,043.00	Sq Ft	\$0.52	\$547.00

Total Allocation
Rounded To \$547.00

Full calculation below:

Parcel	LAND TYPE	FEE LAND ACQ (sf)	FEE UNIT VALUE (\$/sf)	TLE Area ACQ (sf)	Fee Calculation (Fee area X Unit Value)	Year 1 TLE Rent Calculation (TLE area X Fee Unit Value X TLE Annual Rental Rate)	Year 2 TLE Rent Calculation Equals Year 1 TLE Rent Calculation discounted to reflect payment in advance. Year 1 TLE Rent Calculation /(1+Discount Rate)	Total TLE Rent (Sum of Year 1 and Year 2)	Compensable Items Impacted in Fee or TLE Area	Contributory Value for Impacted Items	Total (Fee, Total TLE, Impacted Items)	NPPR Offer (Minimum offer of \$250 or rounded up to nearest \$1.00)
11	Residential	0	\$3.50	1043	\$0.00	\$277.44	\$269.36	\$546.80	None	\$0.00	\$546.80	\$547.00

TLE Annual Rental Rate 7.60% (Comprised of 3.00% CD safe rate, 2.60% inflation rate and 2.0% market risk)
Discount Rate 3.00%

The undersigned owner(s), having been fully informed of the right to have the property appraised, and to receive just compensation based upon an appraisal, have decided to waive the right to an appraisal and agree to accept settlement in the above-stated amount as full payment for the parcel stated, subject to approval by City of Wausau.

The undersigned owner(s) further states that they waived the right to an appraisal without undue influences or coercive action of any nature.

It is intended that the instrument of conveyance will be executed upon presentation by City of Wausau agents or representatives.

X <u>Victoria Ballard</u>	<u>2-28-2025</u>	X _____	_____
Owner Signature	Date	Owner Signature	Date
Victoria P Ballard			

Approved for City of Wausau

For Office Use Only

Agency Approval

Date

City of Wausau Signature

Date

NOMINAL PAYMENT PARCEL - WAIVER OF APPRAISAL RECOMMENDATION AND APPROVAL

RE1897 01/2023 Ch. 32 Wis. Stats.

Wisconsin Department of Transportation

Owner name(s) Ginger L McDonald	Area and interest required 160.00 sq. ft. of Temporary Limited Easement (TLE)
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Allocation

Allocation	Description	Size	Unit	Per Unit	Value (\$)
Temporary Limited Easement (TLE)	slope blending	160.00	Sq Ft	\$1.56	\$250.00

Total Allocation
Rounded To \$250.00

Full calculation below:

Parcel	LAND TYPE	FEE LAND ACQ (sf)	FEE UNIT VALUE (\$/sf)	TLE Area ACQ (sf)	Fee Calculation (Fee area X Unit Value)	Year 1 TLE Rent Calculation (TLE area X Fee Unit Value X TLE Annual Rental Rate)	Year 2 TLE Rent Calculation Equals Year 1 TLE Rent Calculation discounted to reflect payment in advance. Year 1 TLE Rent Calculation /(1+Discount Rate)	Total TLE Rent (Sum of Year 1 and Year 2)	Compensable Items Impacted in Fee or TLE Area	Contributory Value for Impacted Items	Total (Fee, Total TLE, Impacted Items)	NPPR Offer (Minimum offer of \$250 or rounded up to nearest \$1.00)
12	Residential	0	\$3.50	160	\$0.00	\$42.56	\$41.32	\$83.88	None	\$0.00	\$83.88	\$250.00

TLE Annual Rental Rate 7.60% (Comprised of 3.00% CD safe rate, 2.60% inflation rate and 2.0% market risk)
Discount Rate 3.00%
TLE Term 2 years

The undersigned owner(s), having been fully informed of the right to have the property appraised, and to receive just compensation based upon an appraisal, have decided to waive the right to an appraisal and agree to accept settlement in the above-stated amount as full payment for the parcel stated, subject to approval by City of Wausau.

The undersigned owner(s) further states that they waived the right to an appraisal without undue influences or coercive action of any nature.

It is intended that the instrument of conveyance will be executed upon presentation by City of Wausau agents or representatives.

X Ginger McDonald 1-23-2025 X
Owner Signature Date Owner Signature Date
Ginger L McDonald

Approved for City of Wausau For Office Use Only

Agency Approval Date

City of Wausau Signature Date

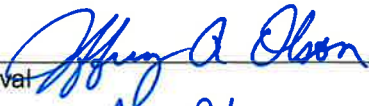
OFFERING PRICE REPORT AND SUBMITTAL

RE1894 01/2021 Ch. 32 Wis. Stats.

Wisconsin Department of Transportation

Date:	1/13/2025	Region & Office:	
To:	Becher Hoppe		
From:	LandVest, Inc		
Owner:	Wausau School District		
Comments:			
ACQUISITION OF			
Fee Simple	N/A	Permanent Limited Easement	N/A
Highway Easement	N/A	Temporary Limited Interest	36,370 SF
Access Rights Yes No	N/A	Other Interest	N/A
APPROVED BY			
Having completed my analysis of the appraisal(s) submitted, and in consideration of all supporting material included, it is my opinion that the amount of just compensation is: <u>\$21,800. =</u>			

WisDOT/Agency Approval



Date

1/13/2025

Print Name

Jeffrey A Olson

Title

LandVest, Inc

Senior Appraiser

6999-00-16

Project ID

Marathon Co.

County

No. 1

Parcel No.

TEMPORARY LIMITED EASEMENT

Wisconsin Department of Transportation

Exempt from fee: s. 77.25(2r) Wis. Stats.

Exempt from filing transfer form [s. 77.21(1), 77.22(1) Wis. Stats.]

RE1577 01/2023

THIS EASEMENT, made by **Wausau School District**, a municipal corporation GRANTOR, conveys a temporary limited easement as described below to the **City of Wausau**, GRANTEE, for the sum of **Twenty-One Thousand Eight Hundred and 00/100 Dollars (\$21,800.00)** for the purpose of slope blending and temporary routing of pedestrians during construction..

Any person named in this conveyance may make an appeal from the amount of compensation within six months after the date of recording of this conveyance as set forth in s. 32.05(2a) Wisconsin Statutes. For the purpose of any such appeal, the amount of compensation stated on the conveyance shall be treated as the award, and the date the conveyance is recorded shall be treated as the date of taking and the date of evaluation.

Other persons having an interest of record in the property: None

LEGAL DESCRIPTION IS ATTACHED AND MADE A PART OF THIS DOCUMENT BY REFERENCE.

This space is reserved for recording data

Return to
Becher-Hoppe Associates
Attn: Cheryl Schroeder
330 N 4th St
Wausau, WI 54403

Parcel Identification Number/Tax Key Number
291-2907-233-0740


Signature _____ Date 2/6/2025

_____ on behalf of the Wausau
School District
Print Name Ryan Urnanski

Signature _____ Date _____

Print Name _____



2/6/25
Date _____

State of Wisconsin _____)
_____) ss.
Marathon County)

On the above date, this instrument was acknowledged before me by the named person(s).

The signer was: X Physically in my presence. **OR** _____ In my presence involving the use of communication technology.

Cassie Peck
Signature, Notary Public, State of Wisconsin

Cassie Peck
Print or Type Name, Notary Public, State of Wisconsin

10/24/28
Date Commission Expires

Project ID
6999-00-16

This instrument was drafted by
Cheryl Schroeder for City of Wausau

Parcel No.
1

LEGAL DESCRIPTION

A **Temporary Limited Easement** is a right for construction purposes, as defined herein, including the right to operate necessary equipment thereon, the right of ingress and egress, as long as required for such public purpose, including the right to preserve, protect, remove, or plant thereon any vegetation that the highway authorities may deem desirable. in and to the following tract of land in Marathon County, State of Wisconsin, described as follows:

All that land of the owner of part of the Southeast 1/4 of the Southeast 1/4 of Section 22 and the Southwest 1/4 of the Southwest 1/4 of Section 23, all in Town 29 North, Range 7 East Contained in the following description:

Commencing at the intersection of the East right-of-way of Stevens Drive and the North right-of-way of West Wausau Avenue also being the POINT OF BEGINNING; Thence North 02°11'38" West, 43.43 feet along the East right-of way of Stevens Drive; Thence North 89°11'27" East, 11.02 feet; Thence South 00°49'12" East, 19.00 feet; Thence South 49°33'49" East, 17.21 feet; Thence North 88°03'37" East, 68.09 feet; Thence North 61°17'37" East, 19.24 feet; Thence North 00°48'33" West, 8.00 feet; Thence North 89°11'27" East, 32.00 feet; Thence North 00°48'33" West, 39.46 feet; Thence North 63°32'59" East, 27.71 feet; Thence North 89°12'50" East, 745.11 feet; Thence North 51°54'00" East, 45.00 feet; Thence South 73°01'31" East, 282.52 feet; Thence North 89°21'19" East, 91.24 feet; Thence South 35°01'31" East, 23.02 feet; Thence North 89°21'19" East, 56.30 feet to the East line of said parcel; Thence along the East line of said parcel South 01°19'25" East, 4.39 feet to the North right-of-way of West Wausau Avenue; Thence along the North right-of-way of West Wausau Avenue South 89°13'54" West, 700.50 feet; Thence along the North right-of-way of Wausau Avenue South 89°10'32" West 674.93 feet, to the POINT OF BEGINNING.

EXCEPTING that part of the Southeast 1/4 of the Southeast 1/4 of Section 22 and the Southwest 1/4 of the Southwest 1/4 of Section 23, all in Town 29 North, Range 7 East Contained in the following description: Commencing at the intersection of the East right-of-way of Stevens Drive and the North right-of-way of West Wausau Avenue; Thence along the North right-of-way of West Wausau Avenue North 89°10'32" East, 154.99 feet; Thence North 00°48'33" West, 14.37 feet to the POINT OF BEGINNING; Thence North 00°48'33" West, 46.45 feet; Thence North 55°31'00" East, 18.02 feet; Thence North 89°12'50" East, 719.75 feet; Thence South 00°45'17" West, 10.00 feet; Thence North 89°12'50" East, 67.71 feet; Thence North 00°00'00" East, 22.00 feet; Thence North 89°12'50" East, 24.35 feet; Thence South 73°01'08" East, 196.71 feet; Thence South 00°38'41" East, 4.77 feet; Thence South 89°21'19" West, 275.00 feet; Thence South

00°38'41" East, 5.00 feet; Thence South 89°21'19" West, 175.00 feet; Thence North 42°16'42" West, 12.04 feet; Thence South 89°21'19" West, 31.00 feet; Thence South 23°19'04" West, 9.85 feet; Thence South 89°21'19" West, 32.16 feet; Thence South 55°11'51" West, 12.08 feet; Thence South 89°11'27" West, 279.94 feet; Thence North 55°49'02" West, 12.21 feet; South 89°11'27" West, 189.00 feet to the POINT OF BEGINNING.

Said parcel Contains 36370 Square Feet, more or less.

The above **Temporary Limited Easement** is to terminate upon the completion of this project or on the day the highway is open to the traveling public, whichever is later.

City of Wausau

Revenue Policy

The objective of the revenue policy is to ensure that funding is derived from a fair, equitable and adequate resource base, while minimizing tax burdens.

Revenue Principles

1. That sufficient and stable revenues are necessary to provide services to our constituents.
2. That a diverse revenue portfolio will provide strength to the City's financial position and minimize short-term economic fluctuation risk.
3. That a diverse tax base provides greater economic stability and resiliency for the region.
4. That revenue sources that are fair, equitable, affordable and consistently applied will be more acceptable to the public.
5. That individual's receiving benefit from a specific City service should pay for these services based upon the level or value of the benefit received.
6. That understanding the full cost of providing a specific service and establishing consistent cost recovery policies are critical to a fair and equitable fee structure.
7. That a well-developed revenue strategy will provide long-term financial stability, encourage growth and improve the City's economic competitiveness and attractiveness as a city of choice for people to live and do business.
8. That the City should collect revenues as efficiently and effectively as possible.
9. That accurate revenue forecasts are essential to the City's annual and long range financial planning and budget.

Non-Recurring and One-time Revenues

The City shall limit the use of one-time revenues for purposes other than to maintain continuing operations. Such one-time revenue sources should be used for the purchase of one-time expenditures such as capital projects, limited term projects, short-term contractual obligations and initiatives or establishing building reserves or early debt retirement.

Unpredictable and Volatile Revenues

Volatile and unpredictable revenues can produce unreliable financial streams. Revenue predictions for these types of revenues should be based upon long term financial trends and normal growth rates rather than short term yield peaks. Unusually high yields from volatile sources should be treated like one time revenues. Examples of possible unpredictable or volatile revenues include room tax revenues and building permits.

Revenue Estimates

Revenue estimates shall be developed using a realistic, objective approach. This approach will consider historical trends, projected economic conditions, service levels and changes in rate structures. A multi-year revenue projection will be incorporated into the City's five year financial plan.

Changes to Revenues

The City shall develop and maintain a Comprehensive Fee Schedule. Annually, in coordination with the annual budget, departments will systematically review fees and rates and make recommendations for adjustments to take into account the effects of additional service costs and inflation. These proposed modifications, along with a review of revenues charged by other communities will be submitted to the Finance Committee for recommendation to the Common Council. The annual fee schedule for the forthcoming year will be presented to the Common Council at the budget hearing and considered for

approval with the annual budget. Fees may be adjusted during the year based upon supplemental analysis whenever there has been a significant change in the method, level or cost of service delivery.

New Revenues

Departments shall review services and programs annually during the budget process to examine new revenue possibilities. New fees and charges for services should be evaluated for suitability given its acceptability to the community, the impact on economic competitiveness relative to other area communities, the ease of administering the fee, its direct relationship to the program and the user fee cost-recovery principles established within this policy.

Billing and Collections

Invoicing shall be performed thorough the automated accounts receivable systems maintained by the City. Separation of duties for invoicing and collection processes shall be maintained to ensure proper internal control procedures exist. The City will follow an aggressive policy of collecting revenues. The cost of collections should not exceed the extra revenue obtained. The City shall use the State of Wisconsin's [Statewide Debt Collection and](#) Tax Intercept Program when allowed by law.

Revenue Administration and Reporting

All revenues and payments shall, without exception, be submitted to the Finance Department for deposit. These funds will be deposited and reported within the accounting system in compliance with Generally Accepted Accounting Principles.

User Fees

The City provides a wide variety of services that are beneficial to constituents. Some of these services have a community-wide benefit to all citizens, while others provide a direct benefit to a specific group or individual. The City will consider the utilization of user charges in lieu of property taxes for services that can be individually identified, access to the service can be restricted and where the costs are directly related to the level of service. In establishing user fees the City will consider the following:

- Fee amounts shall comply with limitations established by the State of Wisconsin or other external agencies.
- The ease of use and cost of administering the fee.
- The acceptability and pricing of fees as compared to other communities in the area and state.
- The fee structure's impact on desired behaviors and demand for service. Fees too low or high can change demand for service and compliance with important regulations.
- The fee structure's impact to all populations in the City.
- The fee will not exceed the overall cost of providing the service.
- Whether the service benefits the community/society or the individual/group receiving the service.

The City shall establish user charges and fees at a level that reflects service costs. Service costs shall include full costs associated with providing the service including: operating costs, administrative costs, capital costs, overhead costs and depreciation. Generally, fees will be a standardized rate per service rather than billed for time tracked services. Standardized fees are considered advantageous since customers know the cost before they purchase the service, revenue streams are more easily estimated, billing is simplified and fixed fees promote staff efficiency. The percent of cost recovery will be determined by policy, legal and market factors.

High cost recovery levels are appropriate in the following circumstances:

- The service is similar to services provided by the private sector.
- Other private or public service options exist.
- Use of the service is discouraged.

- There is a strong connection between the amount paid and benefit received.
- The service is regulatory and is easily monitored.

Examples of services included within this category include: Enterprise Fund services such water and sewer utility and parking, garbage collection, false alarm responses, ambulance response, building reviews.

Lower cost recovery levels are appropriate in the following circumstances:

- There is a community-wide benefit to the service.
- The fee will discourage compliance with regulatory compliance.
- Collecting the fee is not cost effective.
- There is no intent to limit the use of the service provided.

Examples of services included within this category include: general park maintenance services, police patrol and fire prevention services, general street maintenance services.

Property Taxes

- The City will use its resources to encourage a diverse and stable property tax base.
- The City will levy general property taxes and manage the tax rate by balancing the demand and need for government services with the necessity of remaining competitive in the urban region.
- The fair and equitable allocation of property taxes relies on accurate property valuations. Property revaluations will be conducted on a regular basis.

Grant Revenue

~~The City will seek out, apply for and effectively administer grants that address the City's operating and capital needs, meet strategic priorities and provide a positive benefit to the City. Common Council approval is required for any grant that:~~

- ~~• Expands services or programs, adds city personnel or finances assets that may encumber future financial resources of the city.~~
- ~~• Requires a local match.~~
- ~~• Provides multi-year funding.~~

~~All grants funded directly or indirectly with federal or state funds must be reported to the Finance Department to ensure that reporting and auditing requirements are followed.~~

Revenue Recognition

~~The city will follow Generally Accepted Accounting Principles as promulgated by the Government Accounting Standards Board. Modified accrual basis of accounting will be used in governmental funds, meaning revenues are recognized when measurable and available for expenditures of the current period which is generally considered to be 60 days except for cost reimbursement grants for which available will be defined as within 90 days. The full accrual basis of accounting will be applied for Proprietary Funds meaning revenue is recognized when earned and measurable.~~

RESOLUTION OF THE FINANCE COMMITTEE

Adopting Revenue Policy modification

Committee Action: Approved

Fiscal Impact: None

File Number: 91-1008

Date Introduced: April 08, 2025

RESOLUTION

WHEREAS, the City of Wausau recognizes the need for sound financial policies and procedures, and

WHEREAS, sufficient and stable revenues are central in a government's ability to provide services and maintain infrastructure, and

WHEREAS, a well-defined revenue strategy will encourage growth and improve the City's economic competitiveness and attractiveness as a city of choice for people to live and do business, and

WHEREAS, the Finance Committee has reviewed and recommends the revenue policy revisions attached hereto and incorporated as a part of this resolution,

NOW THEREFORE BE IT RESOLVED, by the Common Council of the City of Wausau that the revenue policy be modified as recommended.

Approved:

Doug Diny, Mayor

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

RESOLUTION OF THE FINANCE COMMITTEE

Approving Delegation of Authority to the Board of Public Works for settlement of civil, criminal, governmental, regulatory, administrative, or arbitration proceeding in an amount not to exceed \$75,000

Committee Action:

Fiscal Impact:

File Number:

Date Introduced: April 8, 2025

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 has delegated authority to the Board of Public Works, pursuant to 3.16.010, Wausau Municipal Code, to process, settle, defend, adjust, deny and/or pay any and all claims, served upon the City pursuant to §893.80, Wis. Stats., regardless of the face amount and of whatsoever kind or nature, which, in the Board of Public Works' sole discretion, it finds should be compromised, settled, defended, adjusted, denied and/or paid; and

WHEREAS, on February 22, 2022, the Common Council resolved to grant Worker's Compensation settlement authority of up to \$25,000 be granted to the Human Resources Director in consultation with the City Attorney's office; and

WHEREAS, the City desires to similarly grant settlement authority for monetary relief only, up to \$75,000 to the Board of Public Works to settle civil, criminal, governmental, regulatory, administrative or arbitration proceedings initiated against the insured by a claim, as defined by the terms of its employment practices policy; and

WHEREAS, your Finance Committee reviewed and recommended such approval.

NOW, THEREFORE, BE IT RESOLVED, that the Common Council of the City of Wausau does hereby delegate settlement authority for monetary relief only, up to \$75,000, to the Board of Public Works, to settle civil, criminal, governmental, regulatory, administrative or arbitration

proceedings initiated against the insured by a claim, as defined by the terms of its employment practices policy. This delegation is separate and distinct from the settlement authority granted to the Board of Public Works for the settlement of Wis. Stats. §893.80 claims, or to the Human Resources Director for the settlement of Worker's Compensation claims.

Approved:

Doug Diny, Mayor

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

ORDINANCE OF FINANCE COMMITTEE

Amending Section 3.16.050 Empowerment

Committee Action: _____

Ordinance Number:

Fiscal Impact: None

File Number: 07-0206

Date Introduced: April 8, 2025

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

Add ()

Delete ()

Section 1. That Section 3.16.050 Empowerment, is hereby amended to read as follows:

3.16.050 Empowerment.

(a) ~~The Common Council of the City of Wausau hereby fully, completely, and without reservation authorizes and empowers the City Claims Committee to deny any and all claims regardless of the face amount which in the Claims Committee's discretion, upon applying the principles of law as enunciated in the Wisconsin Civil Jury Instructions and state statutes, it determines should be denied.~~

(b) The Common Council of the City of Wausau hereby fully, completely, and without reservation authorizes and empowers the Board of Public Works to process, settle, defend, adjust, deny and/or pay any and all claims served upon the City pursuant to 893.80, Wis. Stats. regardless of the face amount, and against the City of Wausau of whatsoever kind or nature which, in the Board of Public Works' sole discretion upon review and verification, it finds should be compromised, adjusted, settled, defended, adjusted, denied and/or paid. The Board of Public Works' decisions shall be based on those principles of law as enunciated in the Wisconsin Civil Jury Instructions and state statutes.

(c) For all such claims paid, the Board of Public Works shall, every month, prepare and forward a written summary of each and every claim settled or paid, setting forth the name of the claimant, the date the claim was filed, the general description of the nature of the claim, the amount of the claim, the Board of Public Works' determination and disposition, and the amount and date of compromise, settlement, and payment. Such report shall be filed with the City Clerk and be submitted to the Finance Committee and then to the Common Council to be received and placed on file.

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

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

Adopted:
Approved:
Published:
Attest:

Approved:

Doug Diny, Mayor

Attest:

Kaitlyn A. Bernarde, Clerk

To: Economic Development & Finance Committees
From: Randy Fifrick, Development Director
Date: March 11, 2025
Re: 700 Grand Development Agreement Key Terms



Project Name: 700 Grand Ave

Developer: Commonwealth Development / 700 Grand Apartments LLC

Location: 700 Grand Ave, corner of Grand Ave and Thomas St (currently 700, 804, 806, 810, 814, and 816 Grand Avenue)

Project Description: 50-Unit Affordable Multi-Family Housing Project (4% LIHTC - Federal)

Commencement Deadline: September 1, 2025

Completion Deadline: December 31, 2026

Property Purchase Price: \$1.00

Minimum Construction Spend: \$11.5 Million

City Gap Funding Contribution – Construction: Affordable Housing Extension Fund Grant (hereafter referred to as Tax Increment Grant or TIG) – \$1,840,000.

Ehlers, the City's financial consultant, conducted a review of the Developer's project, specifically the budget and pro forma based on industry standards under current market conditions and trends for 1) development costs, 2) available funding sources, 3) financial structure, 4) underwritten financial assumptions, 5) Developer contributions, 6) affordable housing rental rates, 7) utility allowance, 8) operating expenses, 9) phasing and timing of construction, and 10) projected cash flows. City staff wanted to ensure all development costs, revenues, and expenditures had been appropriately accounted for and considered, and to independently verify private funding sources are being maximized. Based upon Ehlers review and under current market conditions, the requested TIG in the amount of \$2,000,000 was more than what was necessary for the project to become financially feasible. Ehler's concluded a TIG in the amount of \$1,840,000 was warranted for the project.

City Gap Funding Contribution – Environmental: Not to Exceed \$60,000.

The Developer applied for a Wisconsin Economic Development Corporation (WEDC) Brownfield Grant in the amount of \$250,000 to cover the costs associated with environmental remediation. However, the Developer has reservations that this will be insufficient to cover all of the environmental remediation costs. A provision was negotiated into the Development Agreement for the TIG to increase \$0.50 on a dollar basis for environmental remediation costs which exceed the amount provided by the WEDC Brownfield Grant, not to exceed \$60,000.

City Gap Funding Distribution: The TIG will be disbursed in two installments based on the project achieving certain milestones. The first disbursement at project completion – defined as

issuance of a certificate of occupancy. The City shall disburse 90% of the awarded TIG amount. The second disbursement shall be paid within 60 days from conversion of the construction mortgage to a permanent mortgage, further detailed below in the following section. The City shall disburse the remaining amount of the awarded TIG not to exceed the remaining 10%.

Lookback: Generally, when it comes to development of a Low-Income Housing Tax Credit project, there are two financing phases – construction and permanent. A construction mortgage is secured initially to finance the costs of construction. Developers receive installments, commonly referred to as draws, throughout the construction process and only pay interest on the amount of the construction mortgage they have drawn upon.

Once the project is constructed and the developer achieves a certain occupancy rate, commonly referred to as “stabilization” (which typically means an average of 95% occupancy for three consecutive months) the construction mortgage lender will require the developer to convert the construction mortgage into a permanent mortgage. It is at this time; the permanent mortgage lender will underwrite the amount they are willing to provide as a permanent mortgage and the developer will begin to pay principal and interest.

To ensure the City’s contribution to the project is in line with actual project expenditures a lookback provision has been negotiated into the Development Agreement. This allows the City to confirm, based on future market conditions after the project is constructed, that the grant of \$1,840,000 or up to \$1,900,000 is warranted. The lookback will function as follows:

Calculation Date: 60 days prior to the Developer closing on its permanent mortgage with its lender, the Developer shall provide the City with financial information including but not limited to, the total development costs, operating proforma, and a 15-year cashflow projection to determine if the grant is warranted.

Reduction Amount: The TIG will be reduced if: (1) the permanent mortgage underwritten by the lender is greater than the estimated permanent mortgage assumed today; and (2) there are no offsetting total development cost increases from estimated to actual; and (3) the deferred developer fee is reduced below \$380,000. If these circumstances occur, the grant will equal the amount of the loan increase, minus the total development cost increase, minus the amount needed to reduce the deferred developer fee to \$380,000.

Staff Recommendation:

Staff, consulting with Ehlers and Quarles, is confident the Development Agreement offers the City the assurance and protection to partner with 700 Grand Apartments, LLC (Commonwealth Development) on this project. The contribution of up to \$1.9 million from the Affordable Housing Extension Fund Grant represents a contribution of **\$38,000 per unit**, and will deliver **50 units of housing** priced below market rate. This will further the goals and recommendations of the Regional Housing Study 2022, and the City’s Strategic Plan. Commonwealth Development has proven to be an accommodating partner in this process. They have been in business for almost 25 years and operate in 24 states with a wide range of project types.

Staff recommends **approval** of the 700 Grand Development Agreement

FY 2024 Income Limits Summary

FY 2024 Income Limit Area	Median Family Income	FY 2024 Income Limit Category	Persons in Family							
			1	2	3	4	5	6	7	8
Wausau, WI HUD Metro FMR Area	\$94,800	Extremely Low Income Limits (\$) *	19,950	22,800	25,820	31,200	36,580	41,960	47,340	52,720
		Very Low (50 %) Income Limits (\$)	33,200	37,950	42,700	47,400	51,200	55,000	58,800	62,600
		Low (80 %) Income Limits (\$)	53,100	60,700	68,300	75,850	81,950	88,000	94,100	100,150

* The FY 2014 Consolidated Appropriations Act changed the definition of extremely low-income to be the greater of 30/50ths (60 percent) of the Section 8 very low-income limit or the poverty guideline as established by the Department of Health and Human Services (HHS), provided that this amount is not greater than the Section 8 50% very low-income limit. Consequently, the extremely low income limits may equal the very low (50%) income limits.

The **Wausau, WI HUD Metro FMR Area** contains the following areas: Marathon County, WI;

700 Grand, Wausau Rents:

Unit Type	AMI % Level	Annual Household Income Range*	Number of Units	Contract Rent
1 bed / 1 bath	30%	\$17,420 - \$30,720	5	\$ 429
2 bed / 1 bath			5	\$ 507
3 bed / 2 bath			6	\$ 580
1 bed / 1 bath	50%	\$29,700 – \$51,200	5	\$ 784
2 bed / 1 bath			4	\$ 934
3 bed / 2 bath			2	\$ 1,073
1 bed / 1 bath	80%	\$48,620 - \$81,920	5	\$ 1,084
2 bed / 1 bath			7	\$ 1,345
3 bed / 2 bath			11	\$ 1,714

*Rent limits established by HUD and are subject to annual change. Income Range is an estimate based upon 1-5 members per household

Example Household Rent Scenarios:

1. Household of 2, income of \$20,000 – 1 bedroom unit: Rent \$ 429.
2. Household of 4, income of \$25,000 – 2 bedroom unit: Rent \$ 507.
3. Household of 5, income of \$30,000 – 3 bedroom unit: Rent \$ 580

4. Household of 1, income of \$30,000 – 1 bedroom unit: Rent \$ 784.
5. Household of 3, income of \$40,000 – 2 bedroom unit: Rent \$ 934.
6. Household of 4, income of \$45,000 – 3 bedroom unit: Rent \$ 1,073.

7. Household of 1, income of \$50,000 – 1 bedroom unit: Rent \$ 1,084.
8. Household of 3, income of \$65,000 – 2 bedroom unit: Rent \$1,345.
9. Household of 5, income of \$75,000 – 3 bedroom unit: Rent \$1,714.

3/12/2025

AMI	Annual Salary Range		Hourly - FT		Hourly - PT		Monthly Salary		30% Monthly	700 Grand Rent range
30%	\$	17,420	\$	9.27	\$	18.53	\$	1,452	\$ 436	\$429-\$580
	\$	30,720	\$	16.34	\$	32.68	\$	2,560	\$ 768	
50%	\$	29,700	\$	15.80	\$	31.60	\$	2,475	\$ 743	\$784-\$1073
	\$	51,200	\$	27.23	\$	54.46	\$	4,267	\$ 1,280	
80%	\$	48,620	\$	25.86	\$	51.72	\$	4,052	\$ 1,216	\$1084-\$1714
	\$	81,920	\$	43.57	\$	87.14	\$	6,827	\$ 2,048	

Example Salaries*:

Nursing Assistant	\$35-\$50,000/year
Gas station worker	\$15-\$19/hour
911 Dispatcher	\$23/hour
Childcare Provider	\$14.75-\$16.75/hr
Teacher	\$43,705/year
Factory Production	\$20/hr
Fast Food	\$10-\$15/hr
Ultrasonographer	\$76,000/year

*entry level or median wages

Utilities Each year, the local Housing Authority issues a utility allowance, which evaluates current utility rates for gas and electricity. This allowance is then adjusted to account for factors such as inflation for the following year.

The utility allowance is deducted from the HUD-designated rent levels to ensure that total housing costs—rent paid to Commonwealth plus utility expenses—do not exceed the HUD rent limit. This ensures that tenants are not paying more than 30% of their income toward housing.

For example, if HUD sets the rent limit for a specific unit size at \$1,000 per month and the Housing Authority determines that average gas and electric costs are \$150 per month, the maximum rent Commonwealth can charge is \$850 per month.

Fees All amenities provided to tenants, including parking, internet, and laundry, will be offered free of charge. This differs from many market-rate complexes, where such amenities often come with additional fees.

PURCHASE AND DEVELOPMENT AGREEMENT
(700 Grand Ave)

THIS PURCHASE AND DEVELOPMENT AGREEMENT (700 Grand Ave) (this “Agreement”) is made as of March ____, 2025 (the “Effective Date”), by and among the CITY OF WAUSAU, a Wisconsin municipal corporation (the “City”), and 700 GRAND APARTMENTS, LLC, a Wisconsin limited liability company (“Developer”).

RECITALS

WHEREAS, the City is the owner of certain real property in the City of Wausau, County of Marathon, State of Wisconsin, with street addresses of 700, 804, 806, 810, 814, and 816 Grand Avenue, with Marathon County Tax Parcel ID Numbers 291-2907-363-0031; 291-2907-363-0032; 291-2907-363-0033; 291-2907-363-0034; and 291-2907-363-0035, and more particularly described on Exhibit A attached hereto (the “Property”); and

WHEREAS, Developer has proposed an affordable multifamily housing development, as hereinafter described, to be located on the Property, which will be undertaken and owned by Developer; and

WHEREAS, pursuant to the authority granted in Wisconsin Statutes, Section 66.1105(6)(g), the City has adopted a resolution extending the life of the City of Wausau Tax Increment District Six (the “TID”) in order to finance affordable housing projects and other permitted uses throughout the City using positive tax increment from the TID (the “Affordable Housing Extension Funds”), and the City has determined to provide assistance to affordable housing projects through grants or other assistance from the Affordable Housing Extension Funds and other actions, as hereinafter set forth, to permit development to proceed; and

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

WHEREAS, The Wisconsin Partnership For Housing Development, Inc., a Wisconsin non-stock corporation (“WPHD”) is a nonprofit corporation that was formed, in part, to foster the development of affordable housing such as the Project (as defined below). Developer desires to assist WPHD in the furtherance of its charitable purposes and has requested WPHD to participate in the development of the Project;

WHEREAS, Developer’s ability to develop the Property requires certain financial incentives from the City as set forth herein and the City has determined to use Affordable Housing Extension Funds in order to provide such incentives; and

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

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

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

- a. "Affordable Housing Extension Funds" is defined in the Recitals above.
- b. "Aggregate TIG Amount" means the Base TIG Amount plus any increase thereto as described in Section 3.d.iii below
- c. "Agreement" is defined in the introductory paragraph to this Agreement.
- d. "Base TIG Amount" means One Million, Eight Hundred Forty Thousand and no/100s Dollars (\$1,840,000.00).
- e. "Brownfield Grant" is defined in Section 3.d.iii below.
- f. "Calculation Date" means the date that is sixty days (60) days prior to the anticipated date of the Permanent Financing Closing.
- g. "City" is defined in the introductory paragraph of this Agreement.
- h. "Closing" means the execution of the Deed and sale and conveyance of the Property to Developer in exchange for the Purchase Price, as contemplated by and subject to the terms and conditions of this Agreement.
- i. "Closing Date" means the date that Closing occurs, which shall be a date mutually agreed to by the City and Developer but in no event shall the Closing Date be later than the Closing Deadline.
- j. "Closing Deadline" means the date that is thirty (30) days after the termination (or earlier waiver by Developer) of the Due Diligence Period, but in no event later than the Project Commencement Deadline.
- k. "Completion TIG Amount" is defined in Section 3.d.v(A) below.
- l. "Deed" means a special warranty deed of the Property from the City to Developer.
- m. "Default" is defined in Section 6 below.
- n. "Developer" is defined in the introductory paragraph to this Agreement.
- o. "Draft CSM" is defined in Section 3.a below.
- p. "Due Diligence Period" means the time period commencing on the Effective Date and terminating on the date that is thirty (30) days prior to the Project Commencement Deadline, or such earlier date that Developer waives the remainder of the Due Diligence Period.
- q. "Effective Date" is defined in the introductory paragraph of this Agreement.

- r. “Estimated Permanent First Mortgage Loan Amount” means Two Million, Seven Hundred Eighty-Four Thousand and No/100 Dollars (\$2,784,000.00).
- s. “Memorandum” means a short form memorandum of this Agreement recorded in the real estate records against the Property. The parties agree that the form of memorandum attached hereto as Exhibit C is acceptable to both parties.
- t. “Minimum Construction Cost” means at least Eleven Million, Five Hundred Thousand and no/100s Dollars (\$11,500,000.00).
- u. “Mortgage Lender(s)” means individually, or collectively, as applicable, the lenders referenced on Schedule A or such other lending institutions or other lenders reasonably acceptable to the City.
- v. “Mortgage Loan(s)” means the construction/permanent mortgage loan(s) from the Mortgage Lender(s) in amounts consistent with the City-approved Project Cost Breakdown.
- w. “Permanent Financing Closing” means the first date upon which all of the following shall have occurred: (i) Project Completion shall have occurred; (ii) each permanent Mortgage Loan shall have converted to its permanent phase in accordance with the terms of the agreements with the Mortgage Lender making such Mortgage Loan; (iii) Stabilization shall have been achieved; and (iv) all other Third-Party Financing (Permanent) shall have been fully-funded.
- x. “Permanent First Mortgage Loan” means the permanent first priority Mortgage Loan from the Mortgage Lender described as the primary permanent Mortgage Lender on Schedule A attached hereto.
- y. “Plans” means final detailed plans and specifications for the Project in form and substance acceptable to the City, which shall include, without limitation, the following: all improvements now located or to be located on the Property, the footprint of all improvements and the square footage of all improvements, all easements, pathways, exterior boundary lines, walkways, parking and circulation areas, adjoining public streets and alleys, utilities, exits and entrances, all signage, sidewalks, landscaping, all materials to be used in construction, all interior and exterior finishes, building sections, description of room and space sizes, plan arrangement of rooms and functional spaces, exterior elevations, the stacking of floors and all construction elements, a narrative description of all structural systems, mechanical systems, electrical systems and any specialty systems. The Plans shall also include a detailed landscaping plan and a detailed landscape maintenance plan. A preliminary site plan for the Project, which is subject to further revisions and approvals, is attached hereto as Exhibit D.
- z. “Project” means the construction of a 50 unit Low Income Housing Tax Credit (“LIHTC”), affordable multifamily housing development and the additional redevelopment of the Property for the operation of the housing development, and construction and installation of all other improvements as may be required in order to comply with applicable zoning and building laws, rules, regulations, codes and ordinances

and in order to develop and operate the Property in substantial conformity with the Plans, the Proposal, and this Agreement.

aa. “Project Commencement” means the occurrence of all of the following: (i) Closing has occurred; (ii) all building permits and other permits for the commencement of construction of the Project have been obtained; (iii) the Third-Party Financing (Construction) has closed and Developer shall have closed on or received commitments for all Third Party Financing (Permanent); and (iv) mobilization and commencement of construction of the Project at the Property has occurred (as reasonably determined by the City).

bb. “Project Commencement Deadline” means September 1, 2025.

cc. “Project Completion” means the occurrence of all of the following: (i) a certificate of occupancy is issued by the appropriate governmental authorities for Project, as applicable; and (ii) the Project architect has issued a certificate stating that the Project has been substantially completed in accordance with the Plans.

dd. “Project Completion Deadline” means December 31, 2026.

ee. “Project Cost Breakdown” means a current cost breakdown of construction and non-construction cost items (i.e., a line-item budget), clearly identifying development, engineering, construction, furnishing, equipping, financing, contingency and all other direct and indirect costs of development, construction and installation of the Project in accordance with the Plans for the Project. The Project Cost Breakdown shall also include the Developer’s proposed source of funds for the Total Development Costs and shall specify which line items Developer proposes be used when calculating whether the Minimum Construction Cost requirement herein is satisfied. The Project Cost Breakdown shall also include details regarding: the amount of the Third-Party Financing (Construction); the estimated amounts of the Third-Party Financing (Permanent) the Project will carry after Project Completion; and all Third-Party Sources. The Project Cost Breakdown as of the Effective Date is attached hereto as Exhibit B.

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

gg. “Proposal” is Developer’s response, dated September 17, 2022, to the City’s request for proposal for the redevelopment of the Property. In the event of a conflict between the Proposal and this Agreement, this Agreement shall control.

hh. “Purchase Price” means One Dollar (\$1.00).

ii. “Reduction Amount” is defined in Section 3.d.iv(A) below.

jj. “Stabilization” means the calendar month-end on which the Project achieves 90% physical occupancy of all of the units for three consecutive calendar months.

kk. “Tax Credit Equity” means Developer’s equity sources derived from State of Wisconsin LIHTC equity financing and/or federal LIHTC equity financing, each in an amount consistent with the City-approved Project Cost Breakdown

ll. “Tax Increment Grant” means a one time grant to WPHD in an amount not to exceed a maximum amount of One Million, Nine Hundred Thousand and no/100s Dollars (\$1,900,000.00), which WPHD will loan to Developer with respect to the Project, as described in more detail in Section 3 below. It is anticipated the Tax Increment Grant will be equal to the Base TIG Amount but may be increased or reduced in accordance with Section 3 below.

mm. “Third-Party Financing” means collectively, the Third-Party Financing (Construction) and the Third-Party Financing (Permanent).

nn. “Third-Party Financing (Construction)” means the funding from the Third-Party Sources for the purpose of financing the construction costs of the Project, each in an amount consistent with the City-approved Project Cost Breakdown and identified in Schedule A.

oo. “Third-Party Financing (Permanent)” means the loans, grants, or other types of funding from the Third-Party Sources (Permanent) for the purpose of financing the permanent take-out financing, if any, of the initial construction financing, each in an amount consistent with the City approved Project Cost Breakdown and identified in Schedule A.

pp. “Third-Party Sources” means, collectively, the Third-Party Sources (Construction) and the Third-Party Sources (Permanent).

qq. “Third-Party Sources (Construction)” means the sources of the Third-Party Financing (Construction) and the sources of the Tax Credit Equity which are necessary to achieve Project Completion as contemplated in the City-approved Project Cost Breakdown and identified in Schedule A.

rr. “Third-Party Sources (Permanent)” means the sources of the Third-Party Financing (Permanent) and the sources of the Tax Credit Equity which are contemplated at Permanent Financing Closing in the City-approved Project Cost Breakdown and identified in Schedule A.

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

tt. “Total Development Costs” means the aggregate cost to construct the Project, including, but not limited to, construction and non-construction cost items, including without limitation engineering, construction, furnishing, equipping, financing, contingency and all other direct and indirect costs of development (including developer fee, deferred or not), construction and installation of the Project in accordance with the Plans for the Project including, but not limited to, the funding of reserve accounts for the Project required by Developer’s investor or any Third-Party Source.

uu. “WPHD” means the Wisconsin Partnership For Housing Development, Inc., a Wisconsin non-stock corporation.

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

a. *Purchase of the Property.*

i. Subject to the terms and conditions of this Agreement, including the satisfaction of any conditions precedent to Developer’s obligations under this Agreement, Developer agrees to purchase the Property in its “AS-IS” condition for the Purchase Price on the Closing Date. The transfer of the Property shall be subject to all matters of record other than monetary liens. Developer agrees to execute the Memorandum, and that the Memorandum shall be recorded immediately after the Deed and prior to any mortgage including any mortgage to any Third-Party Source. All title insurance fees, transfer fees, title company closing fees, and recording fees for the purchase shall be at Developer’s sole cost and expense. The City and Developer hereby agree that the transfer of the Property to Developer hereunder is exempt from the Wisconsin Real Estate Transfer Fee pursuant to Wis. Stats. § 77.25(2) and the Wisconsin Real Estate Transfer Receipt filed in conjunction with the recording of the Deed will reflect that fact. Developer agrees that it shall not receive a proration for real estate taxes for the year of Closing.

ii. DEVELOPER ACKNOWLEDGES AND AGREES THAT DEVELOPER HAS HAD AND/OR WILL HAVE SUFFICIENT OPPORTUNITY TO INSPECT THE PROPERTY PRIOR TO CLOSING AND THAT THE CITY IS CONVEYING AND DEVELOPER IS ACCEPTING THE PROPERTY ON AN “AS-IS WITH ALL FAULTS” BASIS AND THAT DEVELOPER IS RELYING SOLELY ON ITS INDEPENDENT INVESTIGATION AND NOT ON ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, FROM THE CITY OR ITS AGENTS AS TO ANY MATTERS CONCERNING THE PROPERTY, EXCEPT FOR TITLE AND ANY REPRESENTATIONS OR WARRANTIES EXPRESSLY MADE BY THE CITY IN THIS AGREEMENT. AS A PART OF ITS AGREEMENT TO ACCEPT THE PROPERTY IN ITS “AS IS” CONDITION, DEVELOPER, FOR ITSELF AND ITS SUCCESSORS, ASSIGNS, AGENTS, EMPLOYEES, CONTRACTORS AND INVITEES, HEREBY WAIVES, DISCHARGES AND RELEASES THE CITY FROM ANY AND ALL DEMANDS, CLAIMS, LEGAL OR ADMINISTRATIVE PROCEEDINGS, LOSSES, LIABILITIES, DAMAGES, PENALTIES, FINES, LIENS, JUDGMENTS, COSTS OR EXPENSES WHATSOEVER, WHETHER DIRECT OR INDIRECT, KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, THAT MAY ARISE ON ACCOUNT OF OR IN ANY WAY BE CONNECTED WITH OR RELATED TO THE PHYSICAL, GEOLOGICAL OR ENVIRONMENTAL CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, ANY PAST OR PRESENT CONDITION OF OR ACTION ON OR ABOUT THE PROPERTY (INCLUDING, WITHOUT LIMITATION, THE PRESENCE OF HAZARDOUS OR TOXIC MATERIAL

AT, UNDER OR IN THE GENERAL VICINITY OF THE PROPERTY) OR THE CURRENT OR PREVIOUS VIOLATION OF ENVIRONMENTAL LAWS AT THE PROPERTY, IF ANY; provided, however, that the above release of the City shall not apply to any claims against the City related to fraud, intentional misrepresentation, and the enforcement of this Agreement.

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

iv. Prior to the Closing Date, in advance of any entry onto the Property, Developer shall provide the City with evidence that Developer (and any agents or contractors performing work on the Property) has in force such insurance policies and coverage in compliance with the City's requirements and other agreements as set forth on Exhibit E attached hereto (the terms, conditions and agreements set forth on such exhibit are hereby incorporated herein by this reference). When completing its due diligence activities, Developer shall not have any right to conduct any soil, soil gas, or groundwater testing or sampling or any drilling, boring or other intrusive, invasive or destructive due diligence testing of the Property ("Invasive Testing") without the prior written consent of the City, which shall not be unreasonably withheld. If Developer desires to conduct any Invasive Testing, Developer shall request such consent in writing (via email to the parties discussed below) with a detailed proposed plan of investigation, and the City shall respond within five (5) business days of receiving such request either by approving or disapproving such request, and the City's failure to timely respond shall be deemed a disapproval of Developer's request. Developer and the City agree to cooperate in good faith in the scheduling, rescheduling and implementation of any approved Invasive Testing to allow the City, at the City's option, to arrange for its consultants

to observe such Invasive Testing. With respect to consents by the City in this subsection relating to Invasive Testing, such consent shall be determined by the then-current Directors (or their designees) of the City's Department of Community Development and the City's Department of Public Works, after consultation with other appropriate City staff and departments. Unless otherwise directed by the City, Developer should send such Invasive Testing requests and information via e-mail to such department directors (currently randy.fifrick@ci.wausau.wi.us and Eric.Lindman@ci.wausau.wi.us, respectively), with a copy to the City's Environmental Engineer (currently kevin.fabel@ci.wausau.wi.us). Without limiting the other obligations of Developer in this Agreement, (A) Developer shall hold harmless, indemnify and defend the City, and its employees, officers, volunteers, and elected and appointed officials, from and against any and all claims, liability and losses, and expenses related thereto (including reasonable attorneys' fees), which the City incurs arising or asserted to arise out of, any activity (act, omission, fault or negligence) of Developer, or any of Developer's agents or contractors, conducted on the Property prior to Closing, and Developer shall be responsible to require and confirm that such agent or contractor has contractually agreed to indemnify the City and its employees, officers, volunteers, and elected and appointed officials for any such activity, and (B) in the event Developer exercises its right to terminate this Agreement during the Due Diligence Period or otherwise elects not to or fails to purchase the Property from the City, Developer shall, at its sole cost and expense, promptly restore any physical damage or alteration of the physical condition of the Property that results from any Invasive Testing or other due diligence activities conducted by or on behalf of Developer. The obligations of Developer in this subsection shall survive termination of this Agreement. Notwithstanding the foregoing or anything to the contrary in this Agreement, neither Developer nor any of its employees, agents or contractors shall be responsible for indemnifying the City from the mere discovery or disclosure of any pre-existing adverse condition on the Property (environmental or otherwise).

b. *Project.* Developer, at its sole cost and expense, agrees to construct, install, furnish, equip and maintain the Project pursuant to the terms and conditions set forth herein. Except as provided for herein, Developer shall pay all costs and expenses associated with construction and installation of the Project. Developer will cause the Project to be constructed in a good and workmanlike manner and substantially in accordance with the Plans for the Project. Project Commencement shall occur not later than the Project Commencement Deadline, and Developer will continue construction of the Project diligently and shall achieve Project Completion no later than the Project Completion Deadline.

c. *Construction Spend.* Developer shall, no later than the Project Completion Deadline, spend at least the Minimum Construction Cost in hard construction costs at the Property in connection with the Project and consistent with the approved Project Cost Breakdown. Without limitation, the following shall not be included when calculating whether such construction spend requirement has been met: (i) construction costs which are inconsistent with the approved Project Cost Breakdown (as may be amended and approved as set forth herein), or (ii) Developer's expenses from purchasing the Property

(including the Purchase Price) even if included in the Project Cost Breakdown, or (iii) furnishings, decorations or other personal property installed at the Property even if included in the Project Cost Breakdown, or (iv) any soft construction costs (including architectural, engineering, and legal fees), even if included in the Project Cost Breakdown, or (v) any costs which are not permitted to be included as project costs under Wisconsin Statutes Section 66.1105, even if included in the Project Cost Breakdown. In connection with submission and review of the Project Cost Breakdown, Developer and the City shall document which line items will and which line items will not be included when determining whether the Minimum Construction Cost was achieved. On or prior to the date of Project Completion, Developer shall provide to the City with written evidence, reasonably acceptable to the City, of Developer's expenditures with respect to the Minimum Construction Cost incurred by Developer with respect to the Project, together with such other documentation as the City may reasonably require.

d. *Compliance with Zoning and Building Code.* Without limiting Developer's general obligation herein to comply with all laws, Developer agrees that the Project will be constructed in conformance and compliance with all applicable federal, state, local and other laws, rules, regulations and ordinances, including, without limitation, all zoning and land division laws, rules, regulations and ordinances and all building codes and ordinances of the City, including those relating to parking.

e. *Compliance with DNR Requirements.* Without limiting Developer's general obligation herein to comply with all laws, Developer agrees to comply with and to be solely responsible for (at Developer's sole cost), subject to Developer's acquisition of the Property, completion of any Wisconsin Department of Natural Resources requirements pertaining to any preexisting environmental conditions at the Property, including, without limitation, any historic contamination in the soil. Compliance with such requirements shall be included in the Plans and the costs therefor shall be included in the Project Cost Breakdown.

f. *Calculation Date.* On or prior to the Calculation Date, Developer shall provide to the City all of the following in form and substance reasonably acceptable to the City: (i) written evidence of Developer's Total Development Costs with respect to the Project as approved by the senior Mortgage Lender and Developer's investor member; (ii) a description of all Third-Party Financing (Permanent) and all Third-Party Sources (Permanent); (iii) the actual operating pro forma with respect to the operations of the Project; (iv) a 15-year projected cashflow for the Project; and (v) such other documentation as the City may reasonably require.

g. *Third Party Financing; Permanent Financing Closing.* Developer shall close on the Third-Party Financing (Construction) in substantially the amounts and timelines contemplated by the City-approved Project Cost Breakdown on or prior to the Closing Deadline, and Developer shall close on the Third-Party Financing (Permanent) or shall have firm commitments for the Third-Party Financing (Permanent) in place in substantially the amounts and timelines contemplated by the City-approved Project Cost Breakdown prior to the Closing Deadline.

h. *Return of Property.*

i. If Developer fails to achieve Project Commencement on or prior to the Project Commencement Deadline, in addition to any other remedies available to the City pursuant to this Agreement or applicable law, the City, at its option as exercised in its sole discretion, may by written notice to Developer require Developer to achieve Project Commencement within ninety (90) days of the date of Developer's receipt of such notice, or if not so achieved, transfer the Property to the City pursuant to a special warranty deed thirty (30) days following the expiration of such ninety (90) day period, and the City shall reimburse to Developer the Purchase Price. The City shall provide the notice to Developer described above within sixty (60) days after the Project Commencement Deadline or the City shall be deemed to have waived its right to do so.

ii. The City's right to the return of the Property included in this Section 2 shall be explicitly stated in the Memorandum.

i. *Payment-in-Lieu of Taxes.* In the event that the Property, or any part of it, becomes exempt or partially exempt from general property taxes on or prior to January 1, 2054, Developer agrees to make to the City a payment-in-lieu-of taxes payment (a "PILOT Payment") equal to the difference between (A) the amount of taxes which would have been levied on the Property for said year by the City and other taxing jurisdictions if the Property was not exempt or partially exempt from general property taxes and (B) the actual amount of taxes levied on the Property for said year by the City and all other taxing jurisdictions. The PILOT Payment shall be due and payable in full to the City on January 31 immediately following such tax year; provided, however, that Developer may elect to pay the PILOT Payment in two equal installments by providing written notice to the City no later than January 15, with the first installment due no later than January 31 and the second installment due no later than July 31. The obligations of Developer to pay the PILOT Payment shall: (1) be referenced in the Memorandum; (2) be a lien on the Property and run with the land; and (3) bind all Developers in title to the Property and their successors and/or assigns.

3. Commitments of the City.

a. *Combination of Parcels.* Prior to the Closing Deadline, the City will, at its sole expense, cause the various parcels of land constituting the Property to be combined into one or more lots as determined by the City and approved by Developer (which approval shall not be unreasonably conditioned withheld or delayed), whether by certified survey map or other lawful land division. A draft certified survey map is attached hereto as Exhibit F (the "Draft CSM").

b. *Sewer and Water Main Easement.* Prior to the Closing Deadline, the City will record a declaration of storm sewer and watermain easement upon terms reasonably acceptable to Developer with respect to the portion of the Property designated on the Draft CSM as the "PROPOSED STORM SEWER AND WATERMAIN EASEMENT BY OTHER DOCUMENT".

c. *Sale of the Property.* Subject to the terms and conditions of this Agreement, the City agrees to sell to Developer the Property for the Purchase Price on the Closing Date. The City shall convey the Property to Developer by the Deed, subject to all matters of record other than monetary liens, unless the City agrees in writing, in the City's discretion, to clear any matters of record or attach a list of permitted encumbrances based on a title search by Developer's title company provided to the City by Developer. The City's sole obligation shall be to deliver the Deed to Developer at Closing; provided, however, that the City agrees to cooperate with Developer's title company's reasonable requests to execute additional closing documentation reasonably requested by Developer and provided to the City for review prior to the Closing Date, but only if such documentation does not subject the City, in the City's reasonable determination, to any additional obligations or liabilities. Notwithstanding the foregoing, the City agrees to execute and deliver to the Developer's title company on or prior to the Closing, any of the following, in form and substance reasonably acceptable to the City: (i) a customary and standard form of gap indemnity to permit the provision of a gap endorsement with respect to the title insurance policy issued by Developer's title company at or after Closing; (ii) a customary and standard form of construction work and tenants affidavit to facilitate the removal of certain so-called "standard" exceptions to title on the commitment issued by Developer's title company, other than any "standard survey exceptions"; and (iii) a customary form of broker's lien affidavit certifying that no person is entitled to a commission or other fee as a result of a brokerage or similar relationship with the City. Any transfer taxes, recording fees, title insurance fees, due diligence expenses and other closing costs in connection with such conveyance shall be at Developer's expense. Developer understands and agrees that the City's conveyance is limited to the City's right, title, and interest in and to the Property. Should Developer desire to obtain title insurance or a survey in connection with this conveyance, such items shall be at Developer's sole cost and expense. The City agrees to use commercially reasonable efforts to close in escrow with Developer's title company; provided that all fees charged by the title company for closing the transaction shall be at Developer's expense.

d. *Tax Increment Grant; Increase in Amount; Reduction in Amount.*

i. The City acknowledges that WPHD will lend the proceeds of the Tax Increment Grant to Developer.

ii. The anticipated amount of the Tax Increment Grant is the Base TIG Amount, which may be increased or reduced in accordance with this Section 3.d.

iii. The City acknowledges that Developer has applied for a Brownfield Grant in the amount of \$250,000 from the Wisconsin Economic Development Corporation under Wis. Stats. § 238.13 in order to remediate certain environmental contamination on the Property (the "Brownfield Grant"). If, on or prior to the date of Project Completion, Developer provides to the City evidence, satisfactory to the City in its sole discretion, that Developer's costs to perform such remediation shall exceed the amount of the Brownfield Grant actually received by Developer, the Tax Increment Grant shall be increased one-half dollar (\$0.50) for every dollar that Developer's costs exceed the amount of the Brownfield Grant actually received by

Developer, except that the aggregate Tax Increment Grant shall not exceed \$1,900,000.00.

iv. Notwithstanding anything to the contrary in this Agreement, the amount of the Tax Increment Grant may be reduced in accordance with the following:

(A) The Tax Increment Grant will only be reduced if: (1) there is a Loan Increase; and (2) no offsetting TDC Increase; and (3) the Deferred Developer Fee approved by investor(s) and the Mortgage Lender(s) as of the Calculation Date is less than the Deferred Developer Fee Minimum. If each of these things are true, the reduction in the Tax Increment Grant (the "Reduction Amount") will be equal to (a) the amount of the Loan Increase minus (b) the TDC Increase minus (c) the amount needed to reduce the Deferred Developer Fee down to the Deferred Developer Fee Minimum. For the avoidance of doubt, a Loan Increase may be used to reduce the Deferred Developer Fee down to the Deferred Developer Fee Minimum with no impact on the size of the Tax Increment Grant.

(B) For purposes of this Section 3.d.iv:

"Actual TDC" means the Total Development Costs approved by investor(s) and the Mortgage Lender(s) as of the Calculation Date.

"Deferred Developer Fee" means the amount of deferred developer fee shown in the Project Cost Breakdown.

"Deferred Developer Fee Minimum" means \$380,000.00.

"Developer Fee" means the amount of developer fee shown in the Project Cost Breakdown (including both paid developer fee and Deferred Developer Fee).

"Estimated TDC" means the Total Development Costs included in the Project Cost Breakdown.

"Loan Increase" means the amount, if any, by which the actual amount of the Permanent First Mortgage Loan approved by investor and the Mortgage Lender(s) as of the Calculation Date, is greater the Estimated Permanent First Mortgage Loan Amount.

"TDC Increase" means the increase, if any, in the Actual TDC over the Estimated TDC, but excluding, for purposes of calculating such TDC Increase, any increase in the Developer Fee included in the Estimated TDC.

v. Subject to the terms and conditions of this Agreement, the City agrees to provide the Tax Increment Grant to WPHD in the following manner:

(A) Within thirty (30) days after the date of Project Completion, the City shall provide to WPHD 90% of the Aggregate TIG Amount (the "Completion TIG Amount"); and

(B) Provided Developer has provided written notice to the City at least thirty (30) days prior to the date of the Permanent Financing Closing, on the date of the Permanent Financing Closing, the City shall provide to WPHD the remainder of the Tax Increment Grant, which shall be equal to the Aggregate TIG Amount minus the Completion TIG Amount and minus the Reduction Amount; provided, however, that if the Reduction Amount is greater than the Aggregate TIG Amount minus the Completion TIG Amount, then Developer shall pay to the City on demand the amount that the Reduction Amount exceeds the amount of the Aggregate TIG Amount minus the Completion TIG Amount.

4. Conditions Precedent to the City's Obligations.

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

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

ii. No uncured default, or event which with the giving of notice or lapse of time or both would be a default, shall exist under this Agreement. Developer shall not be in material default (beyond any applicable period of grace) of any of its obligations under any other agreement or instrument with respect to the Project to which Developer is a party or an obligor. All of Developer's representations and warranties in this Agreement, including, without limitation, those in Section 5 below, shall remain true and correct.

iii. The City, through its City Council, shall have approved this Agreement and the transactions contemplated herein.

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

i. No uncured default, or event which with the giving of notice or lapse of time or both would be a default, shall exist under this Agreement. Developer shall not be in material default (beyond any applicable period of grace) of any of its obligations under any other agreement or instrument with respect to the Project to which Developer is a party or an obligor. All of Developer's representations and warranties in this Agreement, including, without limitation, those in Section 5 below, shall remain true and correct.

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

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

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

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

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

vii. Developer shall provide evidence that the closing on all of the Third-Party Sources (Construction) have closed and are available for disbursement for construction costs or will be closed simultaneously with the sale of the Property at Closing.

viii. Developer shall provide evidence that the Memorandum will be recorded, at Developer's expense, immediately after the Deed and prior to any mortgages.

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

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

c. In addition to all other conditions and requirements set forth in this Agreement, the obligation of the City under this Agreement to provide the portion of the Tax Increment Grant pursuant to Section 3.d.v(A) of this Agreement is conditioned upon the satisfaction of each and every one of the following conditions:

i. No uncured default, or event which with the giving of notice or lapse of time or both would be a default, shall exist under this Agreement. Developer shall not be in material default (beyond any applicable period of grace) of any of its obligations under any other agreement or instrument with respect to the Project to which Developer is a party or an obligor. All of Developer's representations and warranties in this Agreement, including, without limitation, those in Section 5 below, shall remain true and correct.

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

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

iv. Developer shall provide the City with written evidence of Developer's expenditures with respect to the Minimum Construction Cost requirement, together with such other related documentation as the City may reasonably require.

v. Developer shall provide the City with written evidence of Developer's expenditures with respect to the Total Development Costs, together with such other related documentation as the City may reasonably require.

vi. Developer shall provide the City with such other documentation as the City may reasonably require to determine whether all conditions of the payment of such portion of the Tax Increment Grant have been satisfied and to determine the amount of the Aggregate TIG Amount.

d. In addition to all other conditions and requirements set forth in this Agreement, the obligation of the City under this Agreement to provide the portion of the Tax Increment Grant pursuant to Section 3.d.v(B) of this Agreement is conditioned upon the satisfaction of each and every one of the following conditions:

i. No uncured default, or event which with the giving of notice or lapse of time or both would be a default, shall exist under this Agreement. Developer shall not be in material default (beyond any applicable period of grace) of any of its obligations under any other agreement or instrument with respect to the Project to which Developer is a party or an obligor. All of Developer's representations and warranties in this Agreement, including, without limitation, those in Section 5 below, shall remain true and correct.

ii. Developer shall provide the City with the actual operating pro forma with respect to operations of the Project to show that Stabilization has been achieved, together with such other related documentation as the city may reasonably require.

iii. Developer shall provide the City with reasonable evidence Permanent Financing Closing has occurred together with such other related documentation as the City may reasonably require.

iv. Developer shall provide the City with such other documentation as the City may reasonably require to determine whether all conditions of the Tax Increment Grant have been satisfied and to determine the amount of the Tax Increment Grant and the Reduction Amount, if any.

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

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

a. No Default, or event which with the giving of notice or lapse of time or both would be a Default, exists under this Agreement, and Developer is not in default (beyond any applicable period of grace) of any of its obligations under any other agreement or instrument entered into in connection with the Project which may have a material adverse effect on the Project.

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

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

d. No statement of fact by Developer contained in this Agreement and no statement of fact furnished or to be furnished by Developer to the City pursuant to this Agreement contains or will contain any untrue statement of a material fact or omits or will omit to state

a material fact necessary in order to make the statements herein or therein contained not misleading at the time when made.

e. Developer is a limited liability company duly formed and validly existing and has the power and all necessary licenses, permits and franchises to own its assets and properties and to carry on its business. Developer is duly licensed or qualified to do business and in good standing in the State of Wisconsin and all other jurisdictions in which failure to do so would have a material adverse effect on its business or financial condition.

f. The execution, delivery and performance of this Agreement have been duly authorized by all necessary action of Developer and constitute the valid and binding obligations of Developer enforceable in accordance with their terms subject only to applicable bankruptcy, insolvency, reorganization, moratorium, general principles of equity, and other similar laws of general application affecting the enforceability of creditors' rights generally.

g. The execution, delivery, and performance of Developer's obligations pursuant to this Agreement will not violate or conflict with Developer's organizational documents or any indenture, instrument or agreement by which Developer is bound, nor will the execution, delivery, or performance of Developer's obligations pursuant to this Agreement violate or conflict with any law applicable to Developer or the Project.

h. There is no litigation or proceeding pending or, to the best of Developer's knowledge, threatened against or affecting Developer or the Project that would have a material adverse effect on the Project or Developer or the enforceability of this Agreement, the ability of Developer to complete the Project or the ability of Developer to perform its obligations under this Agreement.

i. To the best of Developer's knowledge, the Project Cost Breakdown to be provided to the City accurately reflects all Project costs that will be incurred in the development, completion, construction, furnishing and equipping of the Project, and the City is entitled to rely on the Project Cost Breakdown and the financing sources for such Project costs. Developer knows of no previously undisclosed circumstances presently existing or likely to occur which would or could be expected to result in a material variation or deviation from the Project Cost Breakdown.

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

k. Developer shall not materially alter the Plans approved by the City without the prior written consent of the City, which consent may be withheld in the City's reasonable discretion.

l. Developer Covenants that construction of the Project shall proceed and be completed substantially in accordance with the construction schedule approved by the City, as may be modified pursuant to the terms of this Agreement.

m. Developer will conform and comply with, and will cause the Project to be in conformance and compliance with all applicable federal, state, local and other laws, rules, regulations and ordinances, including, without limitation, all zoning and land division laws, rules, regulations and ordinances, all building codes and ordinances of the City, all environmental laws, rules, regulations and ordinances.

n. Developer covenants that it will perform and observe the covenants contained in, and the Project will conform and comply with, the covenants, restrictions, documents or instruments governing the Property.

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

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

q. Developer agrees to pay timely all generally applicable property taxes assessed and levied in connection with the Property under applicable property tax laws, rules, rates, regulations and ordinances in effect from time to time (including taxes and assessments due the year of Closing, if any); provided, however, that Developer shall have the right to lawfully dispute in good faith the property taxes or assessment for the Property so long as Developer otherwise complies with this Agreement, including, without limitation, payment by Developer of any required PILOT Payment. Nothing in this Agreement shall impair any statutory rights of the City and other taxing authorities with respect to the assessment, levy, priority, collection and/or enforcement of real estate and personal property taxes.

r. Developer understands and agrees that its use of the Property shall be subject to the terms and conditions of all recorded documentation.

s. Developer shall comply with the requirements of all Third-Party Sources, including, without limitation, all requirements of the State of Wisconsin LIHTC program and the federal LIHTC program, as applicable.

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

6. Defaults and Remedies.

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

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

ii. Any representation or warranty made by Developer in this Agreement, or any document or financial statement delivered by Developer pursuant to this Agreement, shall prove to have been false in any material respect as of the time when made or given (or, alternatively, as of the date specified for such representation or warranty, if other than when made or given); or

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

iv. Construction of the Project shall be abandoned for more than sixty (60) consecutive days, or if Project Completion is not achieved on or before the Project Completion Deadline, subject to extension for Force Majeure, and such failure shall continue for ninety (90) days following written notice thereof from the City to Developer, or if any portion of the Project shall be damaged by fire or other casualty and not promptly repaired, rebuilt or replaced; or

v. Developer shall: (A) become insolvent or generally not pay, or be unable to pay, or admit in writing its inability to pay, its debts as they mature; or (B) make a general assignment for the benefit of creditors or to an agent authorized to liquidate any substantial amount of its assets; or (C) become the subject of an “order for relief” within the meaning of the United States Bankruptcy Code, or file a petition in bankruptcy, for reorganization or to effect a plan or other arrangement with creditors; or (D) have a petition or application filed against it in bankruptcy or any similar proceeding, or have such a proceeding commenced against it, and such petition, application or proceeding shall remain undismissed for a period of ninety (90) days or Developer shall file an answer to such a petition or application, admitting the material allegations thereof; or (E) apply to a court for the appointment of a receiver or custodian for any of its assets or properties, or have a receiver or custodian appointed for any of its assets or properties, with or without consent, and such receiver shall not be discharged within ninety (90) days after its/his appointment; or (F) adopt a plan of complete liquidation of its assets; or

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

vii. A default shall occur and remain beyond any applicable notice and cure periods on any other indebtedness of or loan to Developer, including, but not limited to, any Third-Party Financing, or a default shall occur and remain beyond any applicable notice and cure periods under any mortgage or other lien or encumbrance affecting the Property or the Project.

The City hereby agrees to give Developer's tax credit investor ("Investor Member") written notice of any default under this Agreement so long as City has been provided the name and address of the Investor Member. Investor Member may, at Investor Member's option, cause the cure of such default within the cure periods set forth above. The City agrees to accept any cure by Investor Member as if such cure were made by Developer. In addition, any other member of Developer or any lender providing financing to Developer may cure any Developer default and the City shall accept such cure as though it were tendered by Developer.

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

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

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

iii. The City may terminate this Agreement.

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

c. *Indemnification.* Developer shall indemnify, save harmless and defend the City and its respective employees, officers, volunteers, and elected and appointed officials, from and against any and all liability, suits, actions, claims, demands, losses, costs, damages and expenses of every kind and description, including reasonable attorney costs and fees, for claims of any kind including liability and expenses in connection with the loss of life, personal injury or damage to property, or any of them brought (i) because of any Default or (ii) because of any injuries or damages received or sustained by any persons or property on account of or arising out of the construction and/or operations of the Project and the Property to the extent caused by the negligence or willful misconduct on Developer's part or on the part of its agents, contractors, subcontractors, invitees or employees, at any time. Prior to the Effective Date, Developer shall provide the City with evidence that Developer has in force such insurance policies and coverage in compliance with the City's requirements and other agreements as set forth on Exhibit E attached hereto sufficient to

cover its obligations under this section. This Section 6.c shall survive termination of this Agreement.

7. Termination. Except for the terms which expressly survive termination and provided no Default exists, this Agreement shall terminate upon the latest to occur of (i) the City's provision of the Tax Increment Grant in accordance with this Agreement, (ii) Developer's payment in full of all required PILOT Payments; and (iii) January 1, 2054.

8. Transfers; Assignment. Prior to Permanent Financing Closing, Developer shall not, directly or indirectly, sell, assign, transfer, convey, mortgage or encumber the Property or a portion or transfer/assign any rights under this Agreement unless it first obtains the prior written consent of the City, which consent shall not be unreasonably withheld, conditioned or delayed; provided, however, that if no Default exists, (i) Developer may transfer the Property to an entity controlled by or under common control with Developer without such consent without releasing Developer's liabilities hereunder upon (A) reasonable prior written notice to the City and (B) such transferee executing a joinder to this Agreement which is acceptable to the City, (ii) Developer may grant mortgages of the Property and collateral assignments of this Agreement to Third-Party Sources, provided such mortgages are recorded after the Memorandum, (iii) Developer may transfer equity interests in Developer to one or more parties in connection with Developer's closing of the Tax Credit Equity, upon reasonable prior written notice to the City; (iv) the Investor Member of Developer may remove the managing member of Developer in accordance with Developer's organizational documents or transfer any Investor Member interest in Developer; (v) Developer may collaterally assign this Agreement to one or more lenders providing financing for the Project; (vi) Developer may enter into leases for the Project in the ordinary course of business; and (vii) Developer may grant easements in connection with its construction and operation of the Project. From and after Permanent Financing Closing, no such City consent shall be required. Notwithstanding the foregoing, no consent shall be required for a transfer of the Property pursuant to any foreclosure proceedings or a transfer by deed (or other instrument of conveyance) in lieu of any such foreclosure to any Mortgage Lender, or thereafter by such Mortgage Lender to a third party; provided, however, that any such transferee shall take the Property subject to this Agreement as memorialized by the Memorandum.

9. Force Majeure. For the purposes of any provisions of the Agreement, a party shall not be considered in breach or default of its obligations in the event of delay in the performance of such obligations to the extent due to a Force Majeure event. As used herein, "Force Majeure" means any event that (i) is beyond the reasonable control of the affected party, (ii) is not caused by the intentional misconduct, gross negligence, or recklessness of the affected party, and (iii) cannot be avoided by the exercise of due diligence by the affected party, including the expenditure of a commercially reasonable sum of money. Subject to the satisfaction of the conditions set forth in clauses (i) through (iii) of the foregoing definition, Force Majeure shall include, without limitation: (A) strikes or other labor conflicts that are not motivated by the breach of any other contract on the part of the affected party, strikes or other labor disputes that cause the delay of any major equipment supplied by a third party, a lockout, industrial dispute or disturbance; (B) civil disturbance, an act of a public enemy, war (whether or not declared), a riot, blockage, insurrections, terrorism, uprisings, sabotage and commercial embargoes against the United States of America (or against any other country if it impacts the delivery of any major equipment supplied by a third party); (C) an epidemic or pandemic; (D) natural phenomena such as hurricane, tornado, landslide,

lightning, windstorm, earthquake, explosion, storm, flood; (E) fires, (F) inability to obtain or a delay in obtaining easements, rights-of-way or permits (provided such delay or inability was not caused by the party claiming Force Majeure); (G) acts, failures to act or orders of any kind of any governmental authority acting in its regulatory or judicial capacity (provided that the party claiming Force Majeure did not create or contribute to such act, failure or act or order); (H) the inability of any of the parties hereto, despite having exercised its commercially reasonable efforts, to obtain in a diligent and proper manner any permits necessary for such party's compliance with its obligations under this Agreement; (I) transport accidents, whether they be maritime, rail, land or air; (J) equipment failure or equipment damage (provided such failure or damage was not caused by the intentional misconduct, gross negligence, or recklessness of the party claiming Force Majeure); and (K) a material change in law or any other cause, whether enumerated herein or otherwise, not within the control of the party claiming Force Majeure, which precludes that party from carrying out, in whole or in part, its obligations under this Agreement. Force Majeure with respect to a party shall not include any of the following events: (1) financial difficulties of such party; (2) changes in market conditions affecting such party; or (3) delay in the compliance by any contractor or subcontractor of such party, except where such delay under (1), (2) or (3) is caused by circumstances which would otherwise constitute Force Majeure under this Agreement if such party were the affected person.

10. Miscellaneous.

a. Assignment. Developer shall not have the right to assign this Agreement to any other party without the prior written consent of the City prior to Project Completion, which consent may be withheld in the City's reasonable discretion, except for any assignment that is explicitly allowed by this Agreement without the consent of the City. Following the Project Completion, Developer shall have the right to assign this Agreement to any other party without the prior written consent of the City provided that the assignee has accepted all rights duties and obligations of the Developer under this Agreement. The provisions of this Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties and shall run with the land.

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

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

Notices to Developer:

700 Grand Apartments, LLC
c/o Commonwealth Development
Corporation of America
24 S. Brooke Street
Fond Du Lac, WI, Wisconsin 54935
Attn: Dan Kroetz

with a copy to:

Reinhart Boerner Van Deuren s.c.
1000 N. Water Street, Suite 1700
Milwaukee, WI 53202
Attn: William R. Cummings

Notices to the City:

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

with a copy to:

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

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

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

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

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

g. No Third-Party Beneficiaries. This Agreement is intended solely for the benefit of Developer and the City, and no third party (other than successors and permitted assigns) shall have any rights or interest in any provision of this Agreement, or as a result of any

action or inaction of the City in connection therewith. Without limiting the foregoing, no approvals given pursuant to this Agreement by Developer or the City, or any person acting on behalf of any of them, shall be available for use by any contractor or other person in any dispute relating to construction of the Project.

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

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

j. Time is of the Essence. Time is of the essence with respect to this performance of every provision of this Agreement in which time of performance is a factor.

k. Relationship of Parties. This Agreement does not create the relationship of principal and agent, or of partnership, joint venture, or of any association or relationship between the City and Developer.

l. Captions and Interpretation. The captions of the articles and sections of this Agreement are to assist the parties in reading this Agreement and are not a part of the terms of this Agreement. Whenever required by the context of this Agreement, the singular includes the plural and the plural includes the singular.

m. Counterparts/Electronic Signature. This Agreement may be executed in several counterparts, each of which shall be deemed an original but all of which counterparts collectively shall constitute one instrument representing the agreement among the parties. The exchange of copies of this Agreement and of signature pages hereto by electronic mail, or other electronic transmission of a scanned document, shall constitute effective execution and delivery of this Agreement as to the parties hereto and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by electronic transmission of a scanned document (including, without limitation, documents in DocuSign, AdobeSign or Adobe PDF format) shall be effective as delivery of a manually executed document and shall be deemed to be their original signatures for all purposes in connection with this Agreement.

11. Joint and Several Obligations. If Developer consists of more than one entity, each such entity shall be jointly and severally liable for the payment and performance of all obligations of Developer under this Agreement and the City may bring suit against each such entity, jointly or severally, or against any one or more of them.

12. Planning Option. The parties agree that this Agreement is the only agreement between the City and Developer relating to the sale/purchase and redevelopment of the Property. To the extent not already terminated or expired, the parties agree that the Planning Option between the City and Commonwealth Real Estate Acquisitions, LLC, a Wisconsin limited liability company

(“Commonwealth”), dated as of November 15, 2022 (as amended to date, the “Planning Option”) is terminated and of no further effect. The City’s obligations under this Agreement are further conditioned upon Developer providing the City with a written acknowledgment from Commonwealth that the Planning Option is terminated and of no further effect.

[SIGNATURE PAGE FOLLOWS]

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

DEVELOPER:

700 GRAND APARTMENTS, LLC,
a Wisconsin limited liability company

By: 700 Grand Apartments MM, LLC,
Managing Member

By: Commonwealth Holdings III, LLC.
Member

By: _____
Kristi Morgan, Manager

THE CITY

CITY OF WAUSAU

By: _____
Doug Diny, Mayor

Attest: _____
Kaitlyn Bernarde, Clerk

*Signature Page to
Purchase and Development Agreement
(700 Grand Ave)*

Schedule A

MORTGAGE LENDERS

[Attached.]

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

PARCEL I:

LOT ONE (1) OF ASSESSOR'S PLAT NUMBER FIVE TO THE CITY OF WAUSAU, MARATHON COUNTY, WISCONSIN; EXCEPTING THEREFROM THAT PORTION OF LAND CONVEYED IN INSTRUMENT RECORDED MAY 02, 2005 AS DOCUMENT NO. 1408227.

TAX PARCEL NO. 291-2907-363-0031

PARCEL II:

LOT TWO (2) OF ASSESSOR'S PLAT NUMBER FIVE TO THE CITY OF WAUSAU, MARATHON COUNTY, WISCONSIN; EXCEPTING THE SOUTHERLY FIFTY-TWO (52) FEET THEREOF.

TAX PARCEL NO. 291-2907-363-0032

PARCEL III:

LOT THREE (3) OF ASSESSOR'S PLAT NUMBER FIVE TO THE CITY OF WAUSAU, MARATHON COUNTY, WISCONSIN.

TAX PARCEL NO. 291-2907-363-0033

PARCEL IV

LOT FOUR (4) OF ASSESSOR'S PLAT NUMBER FIVE (5) TO THE CITY OF WAUSAU, MARATHON COUNTY, WISCONSIN.

TAX PARCEL NO. 291-2907-363-0034

PARCEL V:

THE SOUTHERLY FIFTY-TWO (52) FEET OF LOT TWO (2) OF ASSESSOR'S PLAT NUMBER FIVE TO THE CITY OF WAUSAU, MARATHON COUNTY, WISCONSIN.

TAX PARCEL NO. 291-2907-363-0035:

EXHIBIT B

PROJECT COST BREAKDOWN

[Attached.]

EXHIBIT C

FORM OF RECORDABLE SHORT FORM MEMORANDUM

[Attached.]

**MEMORANDUM OF
DEVELOPMENT AGREEMENT
(700 Grand Ave)**

Document Number

Document Name

THIS MEMORANDUM OF DEVELOPMENT AGREEMENT (700 Grand Ave) (this “Memorandum”) is made and entered into as of [REDACTED], 202[REDACTED] **NTD: TO BE DATED AND RECORDED THE DATE OF THE TRANSFER OF THE PROPERTY FROM THE CITY TO DEVELOPER**, by and between the **CITY OF WAUSAU**, a Wisconsin municipal corporation located at 407 Grant Street, Wausau, WI 54403 (the “City”), and **700 GRAND APARTMENTS, LLC**, a Wisconsin limited liability company, with an address of c/o Commonwealth Development, Corporation of America, 24 S. Brooke Street, Fond Du Lac, WI, Wisconsin 54935 (“Developer” and, together with the City, the “Parties”).

WHEREAS, the Parties entered into that certain Purchase and Development Agreement (700 Grand Ave) dated as of [REDACTED], 2025 (as may be amended from time to time, the “Development Agreement”), with respect to that certain property described on Exhibit A attached hereto (the “Property”); and

WHEREAS, on even date herewith, Developer purchased the Property from the City pursuant to the terms of the Development Agreement; and

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

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

1. Development Agreement.

a. Notice is hereby given that the Parties have entered into the Development Agreement affecting the Property. Until termination of the Development Agreement, the Development Agreement runs with the Property and is binding upon, benefits and burdens the Property, Developer and any subsequent owner and/or mortgagee of all or any portion of the Property and each of their successors and assigns. The Development Agreement imposes certain obligations, liabilities and restrictions on the owners and/or mortgagees of all or any portion of the Property.

Recording Area

Name and Return Address

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

See Exhibit A attached

Parcel Identification Number (PIN)

This is not homestead property.

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

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

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

2. Miscellaneous.

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

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

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

[Signature pages follow.]

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

DEVELOPER:

700 GRAND APARTMENTS, LLC,
a Wisconsin limited liability company

By: 700 Grand Apartments MM, LLC,
a Wisconsin limited liability company
Managing Member

By: Commonwealth Holdings III, LLC,
a Wisconsin limited liability company
Member

By: [EXHIBIT - NOT FOR SIGNATURE]

Name: _____

Title: _____

[illegible]

Personally came before me this _____ day of _____, 20____, _____, to me known to be the person who executed the foregoing instrument and to me known to be the _____ of Commonwealth Holdings III, LLC, a Wisconsin limited liability company, the Member of 700 Grand Apartments MM, LLC, a Wisconsin limited liability company, the Managing Member of 700 Grand Apartments, LLC, a Wisconsin limited liability company, and acknowledged that they executed the foregoing instrument as such authorized representative of said entity and with its authority.

Print Name: _____

Notary Public, State of Wisconsin

My commission:

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

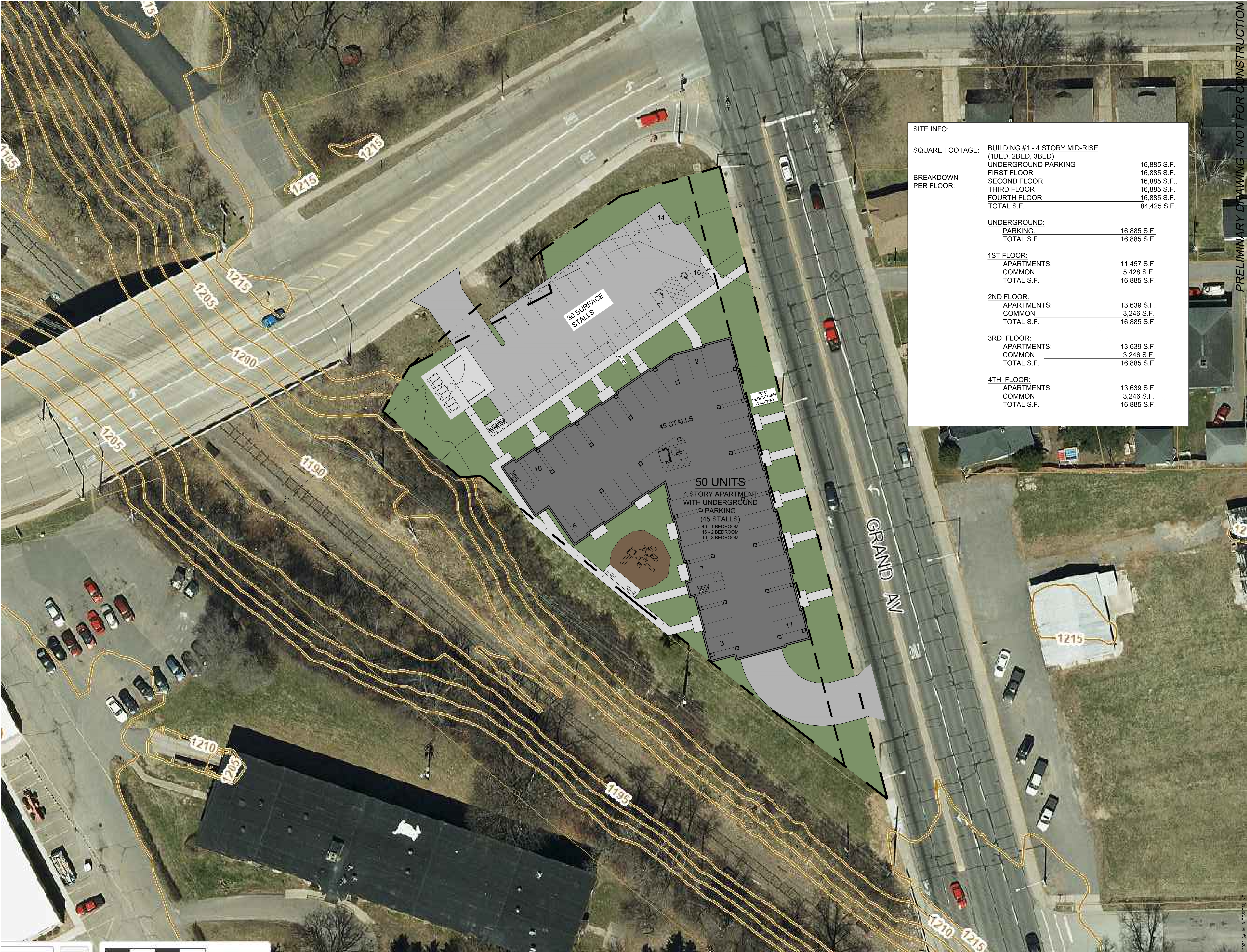
[TO BE INSERTED.]

Tax Parcel ID Numbers: 291-2907-363-0031; 291-2907-363-0032; 291-2907-363-0033; 291-2907-363-0034; and 291-2907-363-0035

EXHIBIT D

PRELIMINARY SITE PLAN OF THE PROJECT

[Attached.]



SITE INFO:	
SQUARE FOOTAGE:	BUILDING #1 - 4 STORY MID-RISE (1BED, 2BED, 3BED)
	UNDERGROUND PARKING
BREAKDOWN PER FLOOR:	FIRST FLOOR
	SECOND FLOOR
	THIRD FLOOR
	FOURTH FLOOR
	TOTAL S.F.
UNDERGROUND:	
PARKING:	
TOTAL S.F.	
1ST FLOOR:	
APARTMENTS:	
COMMON	
TOTAL S.F.	
2ND FLOOR:	
APARTMENTS:	
COMMON	
TOTAL S.F.	
3RD FLOOR:	
APARTMENTS:	
COMMON	
TOTAL S.F.	
4TH FLOOR:	
APARTMENTS:	
COMMON	
TOTAL S.F.	

PRELIMINARY SHEET DATES:

COMMONWEALTH COMPANIES

24 SOUTH BROOKE STREET
FOND DU LAC, WISCONSIN 54937
(920) 922-8170 FAX: (920) 922-8171

MA DESIGN, INC.

24 SOUTH BROOKE STREET
FOND DU LAC, WISCONSIN 54937
lpetrie@madesigninc.net (920) 922-8170

700 GRAND

700 GRAND AVE.
WAUSAU, WI

JOB NUMBER:

2022.44

SHEET

C1.3

EXHIBIT E

CITY'S INSURANCE REQUIREMENTS

The Developer/Contractor shall not commence work until proof of insurance required has been provided in writing to the applicable department.

Developer/Contractor shall procure and maintain, during the term of this Contract, and for such length of time as is specified, if any, in the agreement or listed below, whichever is longer, insurance coverage in the following amounts and types:

- (a) Professional Liability – if project includes the use of engineers, architects, or other professionals, the below coverage and limits apply:
 - (1) Limits
 - (i.) \$1,000,000 each claim
 - (ii.) \$1,000,000 annual aggregate
 - (2) Must continue coverage for 2 years after final acceptance of service/job/work.
- (b) Commercial General Liability Coverage at least as broad as Insurance Services Office Commercial General Liability Form CG 00 01, including coverage for Products Liability, Completed Operations, Contractual Liability, and Explosion, Collapse, Underground coverage with the following minimum limits and coverage:
 - (i.) \$1,000,000 each Occurrence limit
 - (ii.) \$1,000,000 Personal and Advertising Injury limit
 - (iii.) \$2,000,000 general aggregate (other than Products-Completed Operations) per project
 - (iv.) \$2,000,000 Products-Completed Operations aggregate
 - (v.) \$50,000 Fire Damage limit – any one fire
 - (vi.) \$5,000 Medical Expense limit – any one person
 - (vii.) Products-Completed Operations coverage must be carried for two years after final acceptance of work.
- (c) Automobile Liability Coverage at least as broad as Insurance Services Office Business Automobile Form, with minimum limits of \$1,000,000 combined single limit per accident for Bodily Injury and Property Damage, provided on a Symbol #1 – “Any Auto” basis.
- (d) Worker's Compensation and Employer's Liability if required by Wisconsin State Statute or any Worker's Compensation Statutes of a different state. Must carry coverage for Statutory Worker's Compensation and an Employer's Liability with limits of:
 - (i.) \$100,000 Each Accident,
 - (ii.) \$500,000 Disease-Policy Limit
 - (iii.) \$100,000 Disease-Each Employee
 - (iv.) Employer's Liability limits must be sufficient to meet umbrella liability insurance requirements.
- (e) Umbrella Liability Coverage at least as broad as the underlying Commercial General Liability, Automobile Liability, and Employer's Liability, with a minimum limit of \$2,000,000 each occurrence and \$2,000,000 aggregate, and a maximum self-insured retention of \$25,000. The umbrella must be primary and non-contributory to any insurance or self-insurance carried by City. Products – Completed Operations coverage must be carried for a minimum of three years after acceptance of completed work.
- (f) Installation Floater/Developer's Equipment or Property – The contractor is responsible for loss and coverage for these exposures. City will not assume responsibility for loss, including loss of use, for damage to property, materials, tools, equipment, and items of a similar nature which are being either used in the work being performed by the contractor or its subcontractors or are to be built, installed, or erected by the contractor or its subcontractors. This includes but is not limited to property owned,

leased, rented, borrowed, or otherwise in the care, custody or control of the contractor or sub-contractor of any tier.

(f) Applicable Requirements and Provisions for Liability Insurance of Developers/Sub-Contractors

- (i.) Primary and Non-contributory requirement - All insurance must be primary and non-contributory to any insurance or self-insurance carried by City.
- (ii.) Acceptability of Insurers - Insurance is to be placed with insurers who have an A.M. Best rating of no less than A- and a Financial Size Category rating of no less than Class VII, and who are authorized as an admitted insurance company in the State of Wisconsin.
- (iii.) Additional Insured Requirements - The following must be named as additional insureds on all liability policies: City of Wausau, and its officers, council members, agents, employees and authorized volunteers. On the Commercial General Liability Policy, the additional insured coverage must be ISO form CG 20 10 07 04 and also include Products – Completed Operations additional insured coverage per ISO form CG 20 37 07 04 or their equivalents for a minimum of 2 years after acceptance of work. This does not apply to Worker's Compensation policies or Professional Liability policy.
- (iv.) Waivers of Subrogation – All developer and subcontractor liability, workers compensation, and property policies, as required herein, must be endorsed with a waiver of subrogation in favor of the City of Wausau, its officers, elected or appointed officials, agents, employees, and authorized volunteers.
- (v.) Deductibles and Self-Insured Retentions - Any deductible or self-insured retention in the developer's policy must be declared to the City of Wausau and satisfied by the contractor.
- (vi.) Evidence of Insurance - Prior to execution of the Agreement, the Developer shall file with the City a certificate of insurance (Acord Form or equivalent for all coverages) signed by the insurer's representative evidencing the coverage required by this Contract. In addition, form CG 20 10 07 04 for ongoing work exposure and form CG 20 37 07 04 for products-completed operations exposure must also be provided or its equivalent on the Commercial General Liability coverage.
- (vii.) Limits and Coverage – The insurance requirements under this Agreement shall be the greater of the minimum limits and coverage specified herein, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits. No representation is made that the minimum insurance requirements stated hereinabove are sufficient to cover the obligations of Developer under this Agreement.
- (VIII.) Cancellation/Non-Renewal – No policy of insurance required to be maintained hereunder shall be cancelled, non-renewed, or voided without 30 days' prior written notice to the City of Wausau, except where cancellation is due to the non-payment of premiums, in which event, 10 days' prior written notice shall be provided.

EXHIBIT F

DRAFT CERTIFIED SURVEY MAP

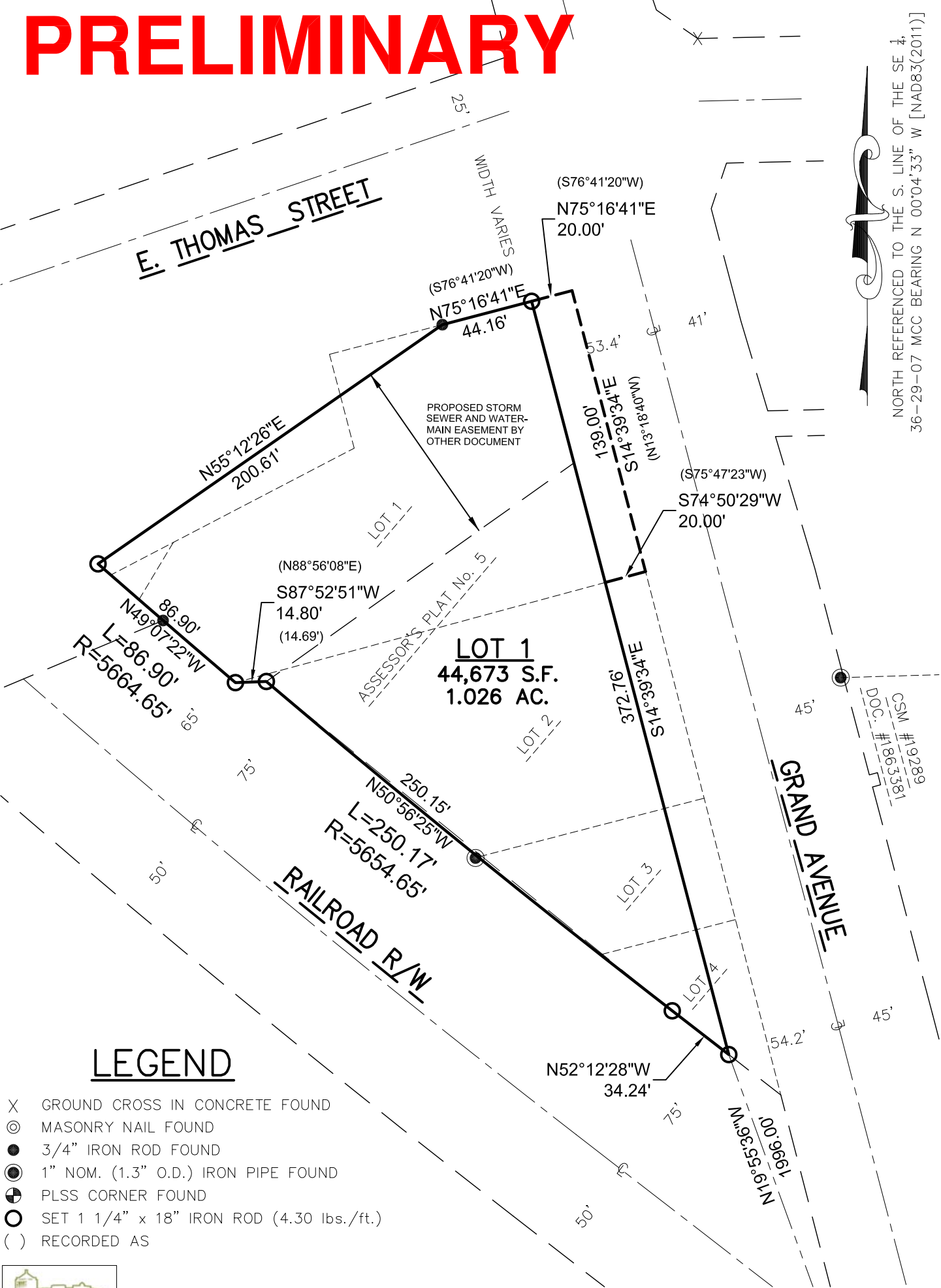
[Attached.]

CERTIFIED SURVEY MAP

PART OF LOTS 1, 2, 3, AND 4, ASSESSOR'S PLAT NUMBER FIVE TO THE CITY OF WAUSAU,
AND PART OF GOVERNMENT LOT 2, SECTION 36, TOWNSHIP 29 NORTH, RANGE 7 EAST,
CITY OF WAUSAU, MARATHON COUNTY, WISCONSIN.

FOR
CITY OF WAUSAU

PRELIMINARY



NORTH REFERENCED TO THE S. LINE OF THE SE 1/4,
36-29-07 MCC BEARING N 00°04'33" W [NAD83(2011)]