



## OFFICIAL NOTICE AND AGENDA

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

**Meeting:** **ECONOMIC DEVELOPMENT**  
**Date/Time:** **Tuesday, March 8, 2016 at 6:30 p.m.**  
**Location:** **Board Room, 2nd Floor, City Hall**  
**Members:** Bill Nagle (C), Tom Neal (VC), Romey Wagner, David Nutting and Lisa Rasmussen

### AGENDA ITEMS FOR CONSIDERATION/ACTION

- 1 Public Comment on Matters Appearing on the Agenda
- 2 Approval of the Minutes from 2/9/16 and 2/18/16
- 3 Discussion and Possible Action on the Property Disposition Applications Received for 710 Jefferson Street and 919 Jefferson Street
- 4 Discussion and Possible Action on Purchasing/Development Opportunities and Commitments regarding the Property at 120 Scott Street
- 5 Discussion and Possible Action on the Request for Assistance for the Property at 607 North Third Street
- 6 **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
  - } Discussion and Possible Action on the Property Disposition Applications Received for 710 Jefferson Street and 919 Jefferson Street
  - } Discussion and Possible Action on Purchasing/Development Opportunities and Commitments regarding the Property at 120 Scott Street
  - } Discussion and Possible Action on the Request for Assistance for the Property at 607 North Third Street
- 7 **RECONVENE** into Open Session to Take Action on Closed Session Items, If Necessary
- 8 Discussion and Possible Action on the Proposals Received for Marketing and Communication Services
- 9 Discussion and Possible Action on the Economic Development Committee Meeting Schedule for the Remaining Term Year
- 10 Update on the East Riverfront Project

Adjournment  
Bill Nagle (Chair)

This notice was posted at City Hall and emailed to the media on 3/2/16

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

Please note that, upon reasonable notice, efforts will be made to accommodate the needs of disabled individuals through appropriate aids & services. For information or to request this service, contact the City Clerk at (715) 261-6620.

Other Distribution: Media, Alderpersons, Mayor, City Departments

## ECONOMIC DEVELOPMENT COMMITTEE

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Time and Place: The Economic Development Committee met on Tuesday, February 9, 2016 at 4:30 p.m. in the Council Chambers at City Hall, 407 Grant Street, Wausau

ED Members Present: Bill Nagle (C), David Nutting, Lisa Rasmussen, Romey Wagner and Tom Neal (VC)  
Rasmussen arrived at 4:55

Others Present: Chris Schock, Travis Lepinski, MaryAnne Groat, Brad Lenz, Mayor Jim Tipple, Gary Gisselman, Anne Jacobson, Eric Lindman, Mark Craig, Elizabeth Fields, Dave Johnson, Kevin Korpela, Dave Oberbeck, other interested parties and the Media

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

### **CALL TO ORDER**

Nagle noted there was a quorum and called the meeting to order at approximately 4:30 p.m.

### **PUBLIC COMMENT ON MATTERS APPEARING ON THE AGENDA**

Elizabeth Fields from the River District spoke in favor of the Mall proposal and had 30 letters in favor of it as well.

John Enk asked if there is a hard deadline to make a decision on the Mall.

Dennis Smith questioned the urgency on this decision to just move a store.

Mark Craig spoke in favor of the Mall proposal.

### **DISCUSSION AND POSSIBLE ACTION ON PROPOSED TERMS OF THE DEVELOPMENT AGREEMENT WITH CBL & ASSOCIATES FOR THE WAUSAU CENTER MALL PROPERTY**

Nagle spoke in favor of the Mall proposal

Rasmussen spoke her support of the deal saying it is riskier to do nothing.

Neal voiced his support also and said we need to make decisions now and not wait for the Council to turn over.

Wagner spoke in favor of the Mall proposal to but he questioned some of the changes in the parking agreement.

Nutting motioned to approve proposed terms of the development agreement with CBL & Associates.

Rasmussen seconded and the motion carried unanimously 5-0.

### **DISCUSSION AND POSSIBLE ACTION ON THE TAX INCREMENTAL FINANCING REQUEST FOR RENOVATION ASSISTANCE FROM DOWNTOWN GROCERY**

No action taken will be discussed in closed session.

### **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**

#### **\*DISCUSSION AND POSSIBLE ACTION ON THE TAX INCREMENTAL FINANCING REQUEST FOR RENOVATION ASSISTANCE FROM DOWNTOWN GROCERY**

Rasmussen motioned to go into closed session. Nutting seconded. Roll call was done; all members were present.

### **RECONVENE INTO OPEN SESSION TO TAKE ACTION ON CLOSED SESSION ITEMS, IF NECESSARY**

Neal motioned to move into open session. Rasmussen seconded and the motion carried unanimously 5-0.

No action was taken on closed session item.

**DISCUSSION AND POSSIBLE ACTION ON THE PROPOSALS RECEIVED FOR MARKETING AND COMMUNICATION SERVICES**

Schock informed the Committee that it might be wise to just pick Adrenalign for the Live It Up Wausau program now. And look at all the other proposal and pick the best firm later that specializes in what marketing tool we are looking for.

Wagner motioned to use Adrenalign's proposal of the Live It Up Wausau program. Neal seconded and the motion carried unanimously 5-0.

**ADJOURN**

Neal motioned to adjourn. Nutting seconded and the motion carried unanimously 5-0.

The meeting was adjourned at 6:00 p.m.

Respectfully Submitted,  
ECONOMIC DEVELOPMENT COMMITTEE  
Bill Nagle, Chairperson

## ECONOMIC DEVELOPMENT COMMITTEE

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Time and Place: The Economic Development Committee met on Thursday, February 18, 2016 at 4:30 p.m. in the 2<sup>nd</sup> floor Board Room at City Hall, 407 Grant Street, Wausau

ED Members Present: David Nutting, Romey Wagner and Tom Neal (VC)  
Rasmussen arrived at 5:10 and Nagle arrived at 5:30

Others Present: Chris Schock, Travis Lepinski, MaryAnne Groat, Gary Gisselman, Mayor Jim Tipple, Eric Lindman, Bill Hebert, Tammy Stratz, Dave Johnson, Kevin Korpela and Dave Naskrent

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

### **CALL TO ORDER**

Neal called the meeting to order at approximately 4:31

### **PUBLIC COMMENT ON MATTERS APPEARING ON THE AGENDA**

No public comments were made.

### **APPROVAL OF THE MINUTES FROM 1/5/16, 1/21/16 AND 2/2/16**

Nutting motioned to approve minutes. Wagner seconded and the motion carried unanimously 3-0.

### **DISCUSSION AND POSSIBLE ACTION ON THE PROPOSED COMMERCIAL REHABILITATION LOAN FOR THE PROPERTY LOCATED AT 210 SOUTH FIRST AVENUE**

Stratz informed the committee that Dave Naskrent is asking for \$34,900 in Commercial Rehabilitation funds to do exterior improvements at 210 South First Avenue for a Rosatis Pizza.

Wagner motioned to approve commercial rehab loan. Nutting seconded and the motion carried unanimously 3-0.

### **DISCUSSION AND POSSIBLE ACTION ON THE REQUEST FOR ASSISTANCE FOR THE PROPERTY AT 607 NORTH THIRD STREET**

Korpela gave an overview of his Plan X for 607 North Third Street. The plan involves removing the 1<sup>st</sup> and 2<sup>nd</sup> floor systems along with the roof and replacing them with nonporous materials.

No action was taken. It will be discussed in closed session.

### **DISCUSSION AND POSSIBLE ACTION ON THE TAX INCREMENTAL FINANCING REQUEST FOR THE PROPERTY LOCATED AT 7811 WEST STEWART AVENUE**

Kraft gave a PowerPoint presentation on a description of his business and the TIF request. The request is to update a water/sewer line to his business at 7811 W. Stewart Ave.

Wagner motioned to approve TIF application/proposal. Nutting seconded and the motion carried unanimously 4-0.

### **DISCUSSION AND POSSIBLE ACTION ON POTENTIAL LAND ACQUISITIONS IN THE WAUSAU BUSINESS CAMPUS**

Schock showed a large map of the land next to the Business Campus under consideration for purchase. The map showed land contours. Most of the land is useable highland.

Discussion will be done in closed session.

**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**

**\*DISCUSSION AND POSSIBLE ACTION ON THE REQUEST FOR ASSISTANCE FOR THE PROPERTY AT 607 NORTH THIRD STREET**

**\*DISCUSSION AND POSSIBLE ACTION ON POTENTIAL LAND ACQUISITIONS IN THE WAUSAU BUSINESS CAMPUS**

**\*DISCUSSION AND POSSIBLE ACTION ON THE TAX INCREMENTAL FINANCING REQUEST FOR THE PROPERTY LOCATED AT 7811 WEST STEWART AVENUE**

Rasmussen motioned to go into closed session. Wagner seconded. Roll call was done; all members were present but Nagle.

**RECONVENE INTO OPEN SESSION TO TAKE ACTION ON CLOSED SESSION ITEMS, IF NECESSARY**

Rasmussen motioned to move into open session. Wagner seconded and the motion carried unanimously 4-0.

Rasmussen motioned to acquire all property next to Business Campus being offered, on payment terms. Nagle seconded and the motion carried unanimously 4-0.

**DISCUSSION AND POSSIBLE ACTION ON THE CONVEYANCE OF BUSINESS CAMPUS PROPERTY TO WAYNE AND DEBRA JOHNSON**

Wagner motioned to Convey Business Campus land to the Johnson's. Nagle seconded and the motion carried unanimously 4-0.

**DISCUSSION AND POSSIBLE ACTION ON THE PROPOSALS RECEIVED FOR MARKETING AND COMMUNICATION SERVICES**

Committee asked how much money is available for marketing and if staff has a recommendation on the proposals. Schock will look into funding and bring back a recommendation to a future Economic Development meeting.

**ADJOURN**

Wagner motioned to adjourn. Rasmussen seconded and the motion carried unanimously 4-0.

The meeting was adjourned at 6:00 p.m.

Respectfully Submitted,  
ECONOMIC DEVELOPMENT COMMITTEE  
Tom Neal, Vice Chairperson



**TO: ECONOMIC DEVELOPMENT COMMITTEE**

**FROM: MARYANNE GROAT**

**DATE: March 2, 2016**

**SUBJECT: Purchase of 120 Scott Street**

**Purpose:** To provide consideration for the purchase of 120 Scott Street from McDevco for parking uses in the short term and redevelopment in the long term.

**Background:** From 2005 to 2008 McDevco and the Alexander Foundation assembled and raised the buildings fronting the 100 Block of Scott Street. When the demolition was complete, the City of Wausau entered into a long term parking agreement with McDevco to construct and operate a public parking lot on the property. In addition, we received a grant from the Alexander Foundation for parking lot landscaping. The long term expectation of the property was for the City to purchase the property from McDevco to facilitate redevelopment of the property. The land assemblage and demolition costs for this property totaled \$1,609,779. This public private partnership has successfully, eliminated blight and created parking and redevelopment opportunities within the central business district.

McDevco and the Alexander Foundation are asking that the City initiate purchase at this time. Recognizing that the City has other priorities such as the Riverfront and Mall redevelopment, the Alexander Foundation has offered extremely favorable financing to support the purchase. The terms of the financing would be:

- Annual interest only payments with one principal balloon payment upon note maturity.
- Interest rate of 2.75% years 1-5. Interest rate increase equal to 50% of the increase in the 5 year treasury yield in year 6 not to exceed 3%.
- The loan term would be the shorter of the life of Tax Increment District Three, the redevelopment of the property or ten years.
- Redevelopment is defined as development to all or any portion of the property exclusive of the Dudley skywalk and pedestal.

The interest only loan is designed to assist the cash flow of TID Number Three. The net annual financial impact during the principal deferral period years 1-5 would be \$28,283. This represents the annual interest of \$44,269 less the current annual payment we make to McDevco of \$15,986. In year 6 the interest would increase based upon the treasury yields limited to a 3% lift. The attached amortization schedule assumes the maximum increase of 3%. There is no prepayment penalty and the City would be able to refinance the debt with traditional general obligation debt if considered advantageous or payoff the loan based upon the TID's financial capacity. The land acquisition and interest would be TID Three eligible costs.

**Impact:** Purchase of the property provides the following benefits to the City of Wausau.

- Furthers the successful collaborative effort of the City of Wausau, Alexander Foundation and McDevco to eliminate blight and redevelop properties within the downtown.
- Maintains an inventory of sites available for immediate redevelopment within the downtown.
- Provides continued public parking in the short term.
- Provides city ownership of the property necessary to construct the Dudley Tower skywalk and pedestal. The City is contractually obligated to construct the skywalk as part of the Dudley development agreement.
- Provides financially attractive terms for the financing the project along with managing the cash flow.

**Fiscal Impact:** There would be no financial impact in 2016 as the first interest payment would be due in 2017. An amortization schedule is attached. The interest and principal would be funded by increment of Tax Increment District Number Three. The annual parking payment of \$15,986 from the parking fund to McDevco would end. The total price, assuming the maximum life and interest rate is \$2,293,934; which consists of principal of \$1,609,779 and interest \$684,155.

**120 Scott Street  
Promissory Note Amortization**

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**Principal**                    **\$1,609,779**  
**Interest**                    **\$2.75 annual interest years 1-5. Rate adjustment in year 6 equal to 50% of the increase in 5 year treasuries**  
**Maturity**                    **not to exceed 3%**  
**Term**                         **6/1/2026**  
**No prepayment penalty**                    **Single principal payment due at Maturity**

<b>Number</b>	<b>Date</b>	<b>Payment Amount</b>	<b>Interest Amount</b>	<b>Interest Rate</b>	<b>Principal Payment</b>	<b>Loan Balance</b>
1	6/1/2017	\$44,269	\$44,269	2.75%		\$1,609,779
2	6/1/2018	\$44,269	\$44,269	2.75%		\$1,609,779
3	6/1/2019	\$44,269	\$44,269	2.75%		\$1,609,779
4	6/1/2020	\$44,269	\$44,269	2.75%		\$1,609,779
5	6/1/2021	\$44,269	\$44,269	2.75%		\$1,609,779
6	6/1/2022	\$92,562	\$92,562	5.75%		\$1,609,779
7	6/1/2023	\$92,562	\$92,562	5.75%		\$1,609,779
8	6/1/2024	\$92,562	\$92,562	5.75%		\$1,609,779
9	6/1/2025	\$92,562	\$92,562	5.75%		\$1,609,779
10	6/1/2026	<u>\$1,702,341</u>	<u>\$92,562</u>	5.75%	<u>\$1,609,779</u>	\$0
<b>Total</b>		<u><u>\$2,293,934</u></u>	<u><u>\$684,155</u></u>		<u><u>\$1,609,779</u></u>	

1ST

6.5

121.58'

41.42'

6.6

33.03'

122.32'

14.59'

48.57'

86'

WAUSAU

39.96'

9.58'

LOT 1

CSM 69-110

76.51'

CSM 10-207

243.07'

SCOTT ST

65'





William P. Nagle  
City Attorney

Anne L. Jacobson  
Assistant City Attorney

Office of the City Attorney

September 30, 2005

05-0911

Kelly Michaels-Saager, Clerk  
City of Wausau  
407 Grant Street  
Wausau, WI 54403

RECEIVED  
SEP 30 2005  
CITY OF WAUSAU  
CITY CLERK

DEVELOPMENT AGREEMENT—DUDLEY INVESTMENTS, LLC

Attached please find original agreement referenced above which was authorized at the September 13, 2005, council meeting. Please file the same.

Thank you.

  
JOAN L. HEAHLKE  
ADMINISTRATIVE ASSISTANT

Attachment

cc Michael H. Morrissey, Community Development Director (w/copy of attachment)

**DEVELOPMENT AGREEMENT**

This Development Agreement (the "Agreement") is made and effective as of September 13<sup>th</sup>, 2005 between **Dudley Investments, LLC**, a Wisconsin limited liability company, and its successors and assigns, either in whole or in part ("DILLC") and the City of Wausau, Wisconsin, a Wisconsin municipal corporation and its affiliates, executives, elected officials, departments, commissions, and committees (the "City") with respect to their mutually beneficial and cooperative development of an office facility and associated parking adjacent to North 1<sup>st</sup> Street, Wausau, Wisconsin.

1. *Acquisition of Building Site.* At a time and place reasonably determined by DILLC, DILLC or a party designated by DILLC will acquire title to all or a portion of the vacant lot on the 500 Block of North 1<sup>st</sup> Street, bounded by North 1<sup>st</sup> and Scott Streets, more particularly described in Exhibit A, attached hereto and incorporated herein by reference (the "Building Site"). The City acknowledges and agrees that all liability for existing physical conditions of the Building Site (including, but not limited to environmental conditions) will remain the sole responsibility and general obligation of the City and hereby indemnifies, defends, and holds harmless DILLC and the transferee of the Building Site, their tenants, licensees, successors and assigns, from, against, and with respect to any and all claims, losses, costs (including reasonable attorneys fees) and liability with respect to such conditions.
2. *Construction of Project.* DILLC will design and construct or cause to be designed and constructed on the Building Site (the "Project") an approximately nine story, multi-tenant high grade office facility, currently contemplated to be 100,000 square feet, and which will house between 500 to 600 workers; the construction costs for which are currently estimated to be between \$14,000,000 and \$15,000,000 (the "Office Building"); provided, however, the parties acknowledge these estimates are preliminary in nature, and the parties will use their best efforts to reduce the costs of construction, including working cooperatively, cost effectively, and efficiently on the Project. The parties intend these facilities to be an example of the quality that can be produced by a cooperative effort between the public and private sectors. DILLC will use commercially reasonable efforts to cause the Project to be completed and ready for occupancy on or before November 1, 2006.
3. *Project Utilities.* The City will provide, at its sole cost and expense, all municipal utilities and extensions of such utilities to the Project, in capacities and locations as reasonably requested by DILLC, contemporaneously with the Project so that these utilities can be incorporated into the Project in an efficient and cost-effective manner. The City will also assist with the relocation of any gas, electric, water or sewer utilities (whether public or private) currently located within the Building Site so as to allow for the development of the Office Building.

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4. *Project Infrastructure.* The City will provide, at its sole cost and expense in the public right of way, curb and gutter, curb cuts, concrete driveway approaches, sidewalk, and appropriate fire hydrants, all to the Building Site adjacent to the Office Building, with specifications, capacities, and locations as reasonably requested by DILLC, contemporaneously with the Project so that these items can be incorporated into the Project in an efficient and cost-effective manner.
5. *Project Parking.* The City will provide, for the sole use of the Office Building tenants, 500 parking stalls or spaces located within 100 yards of the Project, which parking shall include both surface and ramp parking, which parking stalls will be available for use no later than the occupancy of the Project by Ruder Ware, L.L.S.C., which is currently anticipated to be November 1, 2006 . A number of these parking stalls will be in the parking ramp commonly known as the McClellan Street Parking Ramp, and when that ramp is no longer serviceable for parking, the City will consider construction of a new ramp to serve the needs of the Office Building tenants in the present location of the McClellan Street Parking Ramp or on the adjoining block to the north. The City will lease to DILLC or the tenants in the Project the 500 parking stalls for an initial term of five years with options to extend such leases for additional five-year periods so that the total lease terms shall be not less than the greater of ten years or the minimum lease term of each such of tenants. The rent for the initial five year period shall be, on a gross lease basis, \$23.80 for a space in the ramp and \$12.65 for a surface parking space (both inclusive of sales tax), and upon such other terms and conditions as the parties may reasonably agree; provided, however, that rental rates for the extension terms shall be Fair Market Rent (as defined below) for such space on the date such extension term shall commence. "Fair Market Rent," as used herein, shall mean that net annual basic rent per parking stall of the premises as of the commencement of the extension term that a willing tenant would pay and a willing landlord would accept in an arms length bona fide negotiation for space comparable to the premises in condition, quality, size and location in the Wausau Metropolitan area, with neither party under a compulsion for the appropriate term. Should such a new parking ramp be constructed by the City, as contemplated herein, the Office Building tenants shall have the first right to lease parking stalls therein on such terms and conditions as may be reasonably agreed to by the parties (if a new lease is entered into for one or more parking spaces, such tenants' existing parking leases may be modified to reduce the number of parking spaces currently leased from the City and the rent accordingly).
6. *Permanent Skywalk.* Contemporaneously with the construction of the Project, the City will construct at its sole cost and expense a fully-enclosed, climate controlled elevated skywalk (pedestrian access) connection structure (the "Skywalk") over North 1<sup>st</sup> Street from the McClellan Street Parking Ramp to a point on the easterly property line of the Building Site, as reasonably designated by DILLC. The City will consult with and obtain reasonable approvals from DILLC with respect to the design of the Skywalk so as to harmoniously blend the Skywalk with the Project. The City will provide, at its sole cost,

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all utilities, insurance, any necessary HVAC, security, operation and upkeep, repairs, and maintenance for the Skywalk.

7. *Condition Precedent.* The City acknowledges that DILLC's obligations to undertake the Project is contingent upon the City taking, by October 1, 2005, all action necessary by the City to approve all of the aspects of the Project as identified herein so as to allow DILLC to complete the Project on a timely basis, and in an efficient and cost-effective manner.
8. *Preliminary Development.* The City represents and warrants that the Building Site is currently zoned B-4-2 and that no zoning variance or conditional use permit is required for the Project; provided, however, that only state approved construction plans, a storm water management plan, and building permit applications (which may be either singular or phased) will be required from DILLC for the Project. The City will use its best efforts to undertake and complete all aspects of the approval process necessary for DILLC to complete the Project and will cooperate fully with DILLC throughout all aspects of the Project. The City will use its best efforts to expedite and facilitate the approval and implementation processes related to or associated with any and all aspects of the Project.
9. *Preliminary Municipal Requirements.* The City acknowledges and agrees that the City has been provided with and has had time to review conceptual plans and depictions and other information relative to the Project, the Skywalk, and the New Parking Ramp Project (collectively, the "Projects"), and that, as shown, disclosed, and contemplated, the Projects appear to comply with all current City rules, ordinances, orders, and any other applicable municipal laws and regulations, including, but not limited to zoning requirements, parking requirements, drainage and runoff controls, and fire, traffic, and other public safety requirements ("Municipal Requirements"). In the event it is determined by the City that the Projects do not comply with Municipal Requirements, the City will take all actions necessary with respect to such Municipal Requirements so as to cause the Projects to thereafter comply.
10. *Nondisclosure.* DILLC and the City agree not to disclose to any person (other than advisors to and legal counsel of DILLC and the City who need to know in order to evaluate the proposed transaction), unless otherwise required by law or judicial order, either the fact that discussions or negotiations are taking place or the terms, conditions, or other facts with respect to such proposed transaction (including the status thereof).
11. *Brokers.* The parties hereto have taken no action and know of no circumstances which would give rise to any valid claim by any person for a brokerage commission, finder's fee, or other like payment in connection with the transactions contemplated herein and, insofar as such claims are asserted based upon arrangements or agreements made by or on behalf of a party hereto, such party agrees to indemnify, defend, and hold the other party hereto harmless from and against all liabilities, costs, damages, and expenses from any such claims, including attorneys' fees.

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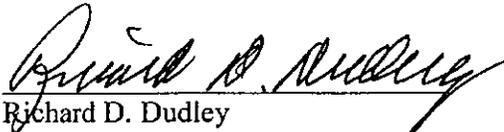
12. *Good Faith Efforts.* The parties acknowledge and agree that they have entered into these terms and conditions to establish development relationships intended to be mutually beneficial for both parties. Accordingly, each of the parties will work together and cooperate with each other in implementing the purposes and intents of these terms and conditions and in attempting to resolve any questions and settle any disputes hereunder on a "time is of the essence" basis and resolving all doubtful, questionable, or unclear issues or situations in favor of the efficient and cost-effective completion of the Projects. In addition, both parties will respond to such matters in good faith and in a cooperative, practical, problem solving manner.
13. *Waiver.* Any waiver, alteration, modification, or cancellation of this Agreement will not be valid unless in writing and signed by each of the parties hereto. The waiver by either party of a breach of any provision of this Agreement by the other of them will not operate or be construed as a waiver of any subsequent breach.
14. *Successors and Assigns.* This Agreement and the rights and obligations of the parties hereto will inure to the benefit of and will be binding upon the parties hereto and their respective successors and assigns.
15. *Unenforceability.* If any provision of this Agreement is unenforceable pursuant to applicable law, the same will be severable from the remainder of this Agreement and the remainder of this Agreement will be enforceable to the fullest extent permitted by law.
16. *Applicable Law.* This Agreement and all the rights and obligations of the parties hereto with respect thereto will be construed in accordance with, and governed by, the laws of the State of Wisconsin.
17. *Further Assurances.* Each of the parties hereto will execute and deliver to the other party hereto such other documents and instruments as may be reasonably required by either party in connection with the performance of this Agreement.

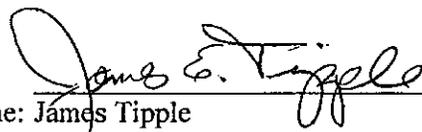
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DUDLEY INVESTMENTS, LLC

THE CITY OF WAUSAU, WISCONSIN

By:   
Name: Richard D. Dudley  
Title: Chairman

By:   
Name: James Tipple  
Title: Mayor

ATTEST:

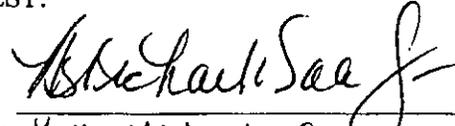
By:   
Name: Kelly Michaels-Sadger  
Title: City Clerk

EXHIBIT A

Lot 1 of CSM No. 12474 recorded in Volume 53 of Certified Survey Maps on Page 182 of the Records of the Marathon County Register of Deeds, City of Wausau, Marathon County, Wisconsin.



1660 South Highway 100, Suite 424  
Minneapolis, MN 55416

Office: 952.595.9116  
Fax: 952.595.9518  
www.walkerparking.com

December 21, 2015

Eric Lindman  
Director of Public Works  
City of Wausau  
407 Grant St.  
Wausau, WI 54403-47-83

Re: *Proposal for Design Services  
McClellan Skyway  
Wausau, Wisconsin*

Dear Mr. Lindman:

Walker Parking Consultants delighted to submit this proposal to provide professional design services for the McClellan Skyway and connecting Stair Elevator Tower for the City of Wausau, Wisconsin.

## **PROJECT UNDERSTANDING**

We understand the City of Wausau is looking to develop a skyway to connect the Dudley Tower to the existing McClellan Parking Ramp. The skyway will span North 1<sup>st</sup> Street and connect the third level of the Dudley Tower to a new stair/elevator tower located on the surface parking lot at the southwest corner of the existing McClellan Street Parking Ramp. Provisions had been incorporated in the Dudley Tower for a future skyway connection, however, the location has changed and structural reinforcing in the Dudley Tower will be required. The new stair/elevator tower will provide the support across North 1<sup>st</sup> Street and also connect to the parking ramp. The parking ramp is precast pretopped double tee construction with precast façade panels and the panels will need to be modified to allow passage for pedestrians from the new tower.

The skyway is about 105' long and will remain as a link to the future development envisioned at the surface parking lot and McClellan Ramp site and to the future projected ramp north of McClellan Street.

The skyway and stair/elevator tower will be heated, cooled, and ventilated similar to the typical city skyway system.

Walker will be responsible for all architecture and engineering services and contract directly with the city. The project will be traditional design-bid-build delivery.

## SCOPE OF SERVICES

### A. SCHEMATIC DESIGN

***THE INITIAL PHASE OF THE PROJECT HAS BEEN COMPLETED IN THE SCHEMATIC DESIGN PHASE AND INCLUDED:***

1. Meet with the City to confirm the program for the project.
2. Review available project site, survey, and geotechnical information and advise the City of additional information required.
3. Determine the location and size of the skyway.
4. Develop schematic layout of skyway including plans, elevations and sections.
5. Develop connections to Dudley Tower and McClellan Ramp.
6. Develop support concepts.
7. Develop Architectural image.
8. Develop MEP systems.
9. Perform preliminary code analysis.
10. Develop construction cost estimate.

### B. DESIGN DEVELOPMENT

***THE NEXT PHASE OF THE PROJECT INCLUDED IN THIS PROPOSAL WILL BE TO CONFIRM FINDINGS FROM THE SCHEMATIC DESIGN AND FURTHER DEVELOP THE CHOSEN OPTION "Eb" AND UPDATE THE CONSTRUCTION COST ESTIMATE.***

1. Architectural Design
  - a. Develop architectural elevations, sections, finish materials and outline specifications.
  - b. Prepare architectural rendering.
2. Structural Design
  - a. Prepare framing plans and details for the skyway structural system.
  - b. Determine structural reinforcing required in the Dudley Tower.
  - c. Determine and design the structural system for the new stair/elevator tower.
  - d. Provide structural modifications at the parking ramp to allow pedestrians direct connection to the parking floors.
  - e. Develop and design foundation system.
3. Mechanical:
  - a. Calculate loads and specify HVAC equipment.
  - b. Space plan for major equipment and coordinate routing of main trunk lines.
  - c. Provide equipment schedules.



4. Electrical:
  - a. Select lighting fixtures.
  - b. Provide lighting schematic plans indicating fixture locations and types.
  - c. Calculate size and coordinate space requirements for electrical service.
  - d. Provide power and system preliminary plans.
  - e. Provide fire alarm and detection system performance design.
  - f. Provide draft fixture schedules.
  
5. Plumbing:
  - a. Fire Sprinkler system to be performance design. Furnish performance outline specification only.
  - b. Calculate size and coordinate routing of roof drainage system.
  
6. Update construction cost estimate.

***FOLLOWING APPROVAL OF THE DESIGN DEVELOPMENT PHASE DELIVERABLE, THE FINAL CONSTRUCTION DOCUMENTS PHASE WOULD PROCEED, FOLLOWED BY BIDDING AND CONSTRUCTION ADMINISTRATION SERVICES.***

## **SCHEDULE**

We will meet the schedule requirements of the project which includes completing Design Development by end of February 2016. The Construction Documents could be completed by May 2016 with Construction start (earliest) June or July 2016.

## **PROFESSIONAL FEE**

We propose to perform the Design Development Phase work for a lump sum fee of Seventy Seven Thousand Eight Hundred Dollars (\$77,800).

In addition, reimbursable expenses will be billed at 1.15 times the cost of travel and living expenses, photographs and renderings, document reproduction, postage and delivery costs, long distance telephone and facsimile charges, and other project related expenses. We anticipate up to five trips to Wausau in this project phase. Any additional trips would be invoiced at standard hourly rates plus expenses.

We thank you for the opportunity to serve the City of Wausau. We look forward to providing you with the high level of responsiveness and professionalism you expect from Walker. Please review this proposal and let me know if you would like any modifications.



Sincerely,

WALKER PARKING CONSULTANTS

Terrence A. Hakkola, P.E.  
Vice President

Enclosures: *General Conditions of Agreement for Design Services*

CC:

**AUTHORIZATION**

Trusting that this meets with your approval, we ask that you sign in the space below to acknowledge your acceptance of the terms contained herein, and to confirm your authorization for us to proceed. Please return one signed original of this agreement for our records.

**CITY OF WAUSAU**

Accepted by (Signature):

Printed Name:

Title:

Date:

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# GENERAL CONDITIONS OF AGREEMENT

FOR DESIGN SERVICES



PAGE 5 OF 5

## SERVICES

Walker Parking Consultants ("WALKER") will provide the CLIENT professional services that are limited to the work described in the attached letter ("the services"). Any additional services requested will be provided at our standard hourly rates or for a mutually agreed lump sum fee. The services are provided solely in accordance with written information and documents supplied by the CLIENT, and are limited to and furnished solely for the specific use disclosed to us in writing by the CLIENT. No third-party beneficiary is contemplated. All documents prepared or provided by WALKER are its instruments of service, and any use for modifications or extensions of this work, for new projects, or for completion of this project by others without WALKER's specific written consent will be at CLIENT's sole risk.

## PAYMENT FOR SERVICES

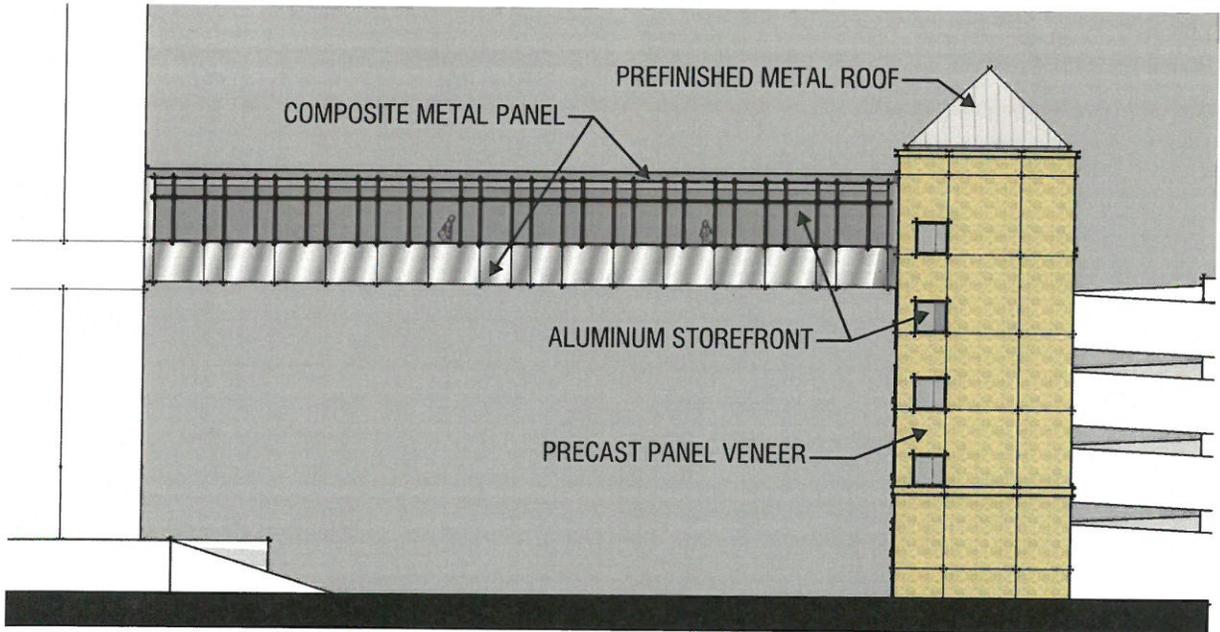
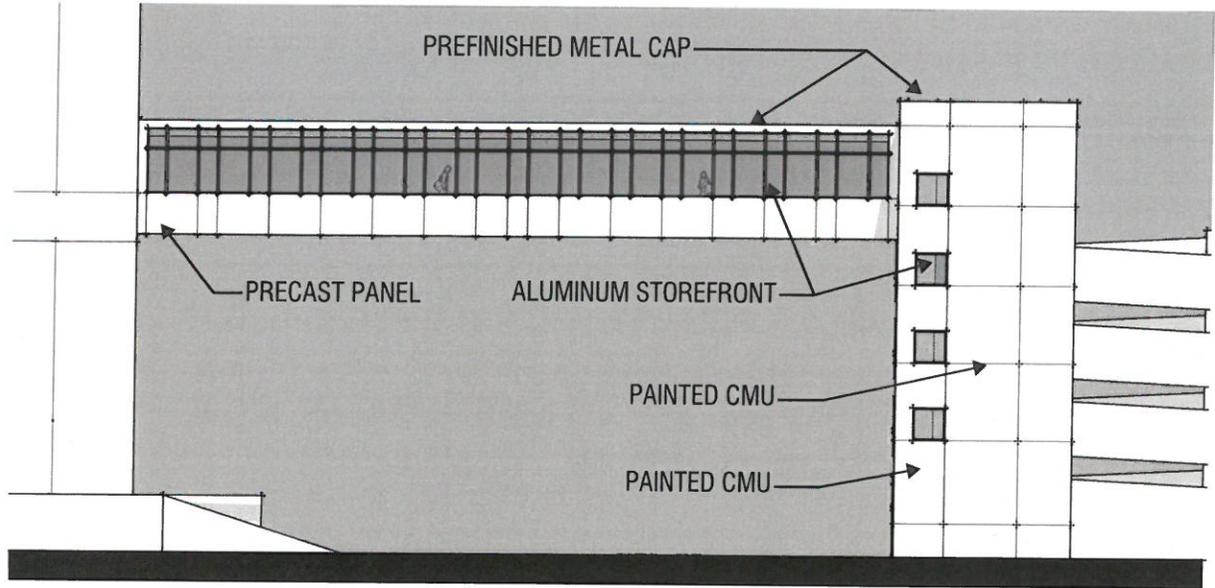
Reimbursable expenses will be billed at 1.15 times the cost of travel and living expenses, purchase or rental of specialized equipment, photographs and renderings, document reproduction, postage and delivery costs, long distance telephone and facsimile charges, additional service consultants, and other project related expenses. Payment is due upon receipt of invoice. If for any reason the CLIENT does not pay WALKER within thirty (30) days of date of invoice, WALKER may, at its option, suspend or withhold services. The CLIENT agrees to pay WALKER a monthly late charge of one and one half percent (1½%) per month of any unpaid balance of the invoice.

## STANDARD OF CARE

WALKER will perform the services in accordance with generally accepted standards of the profession using applicable building codes in effect at time of execution of this Agreement. WALKER's liability caused by its acts, errors or omissions shall be limited to \$1,000,000.

## PERIOD OF SERVICE

In the event that no contract administration phase services are to be provided by WALKER, services shall be complete the earlier of (1) the date when final documents are accepted by the CLIENT or (2) thirty days after final documents are delivered to the CLIENT. If contract administration phase services are provided by WALKER, services shall be complete upon the earlier of (1) the time of approval by WALKER of final payment to the contractor or (2) thirty (30) days after completion of the work designed by WALKER.

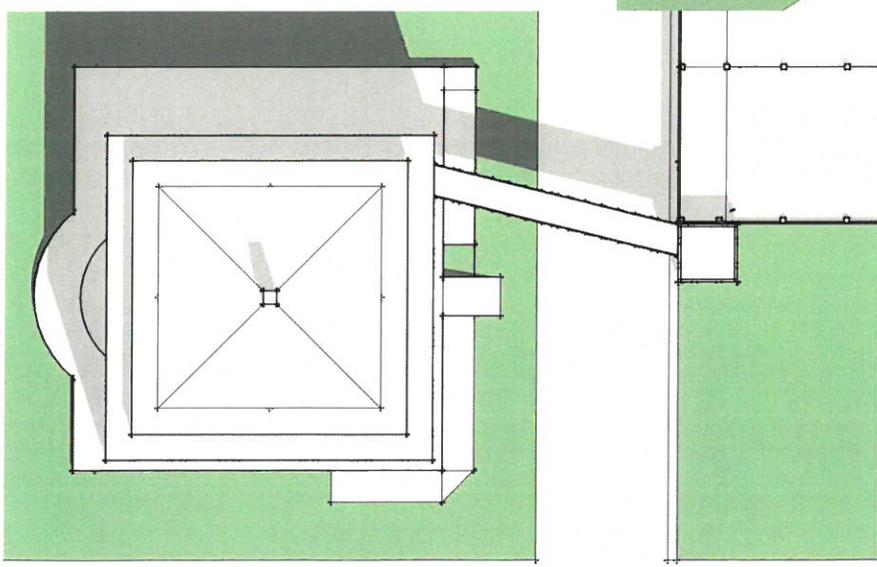
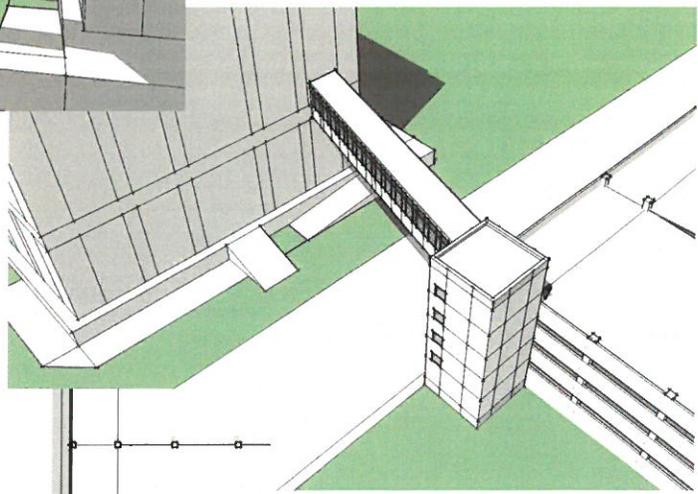
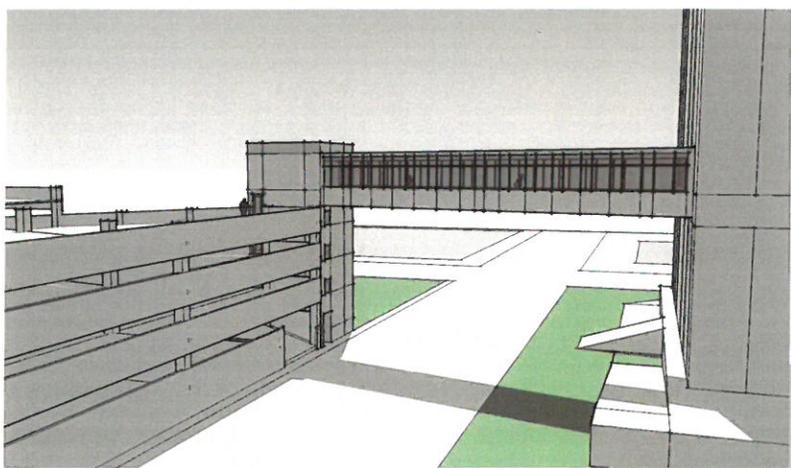
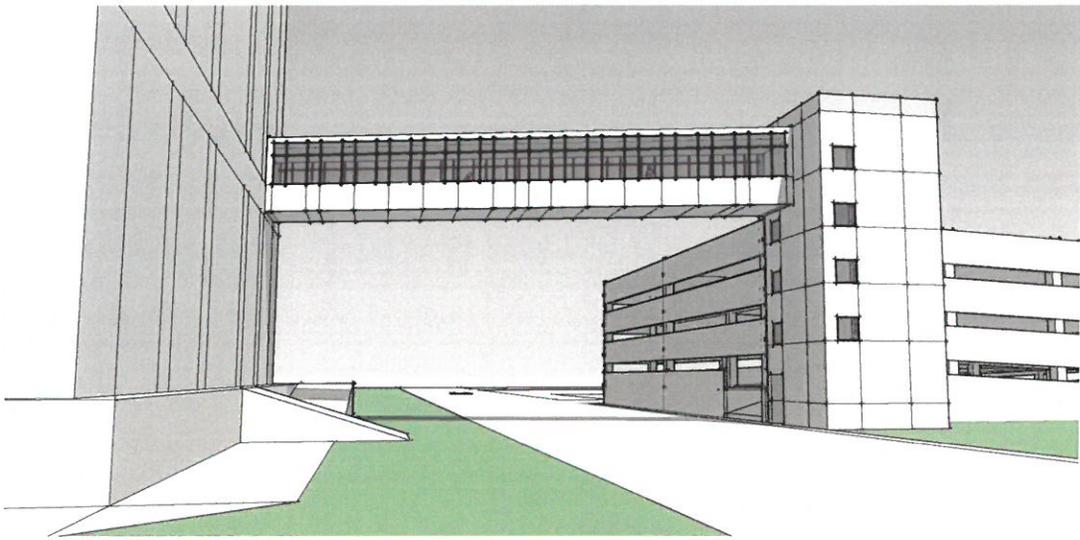


**Study B2a & B2b Comparison**

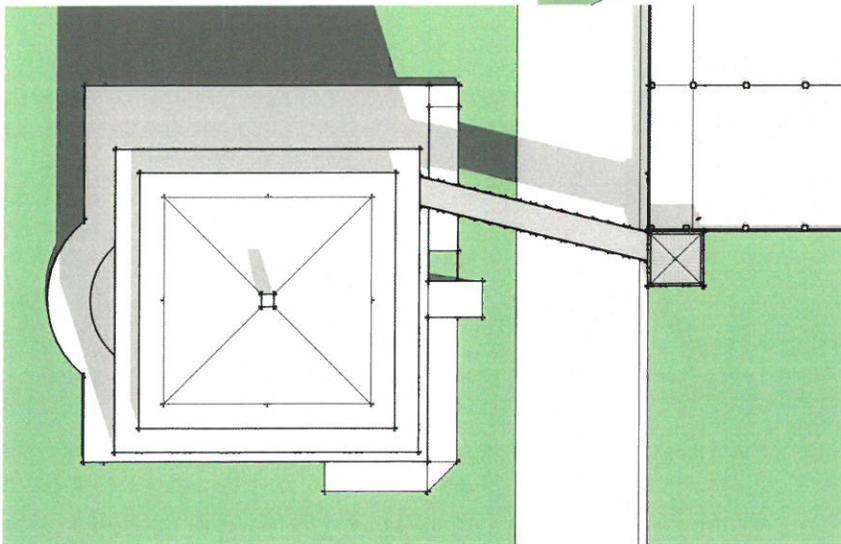
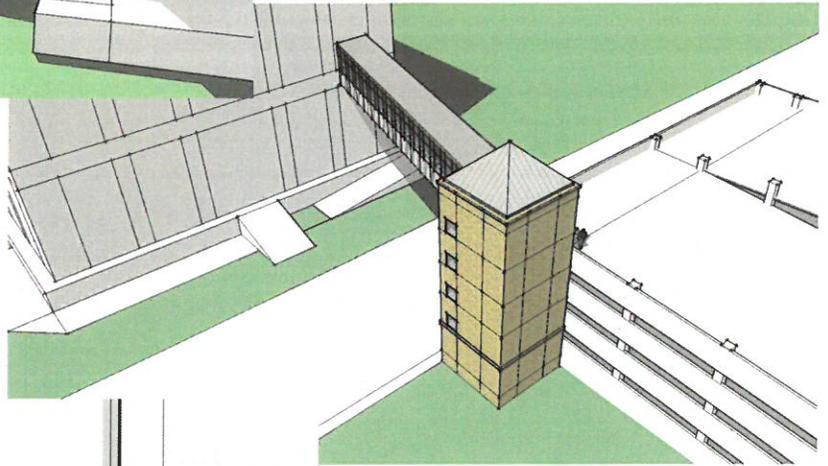
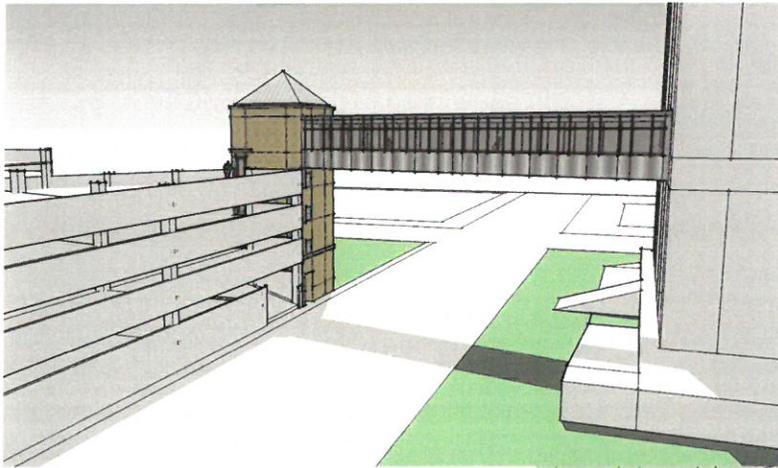
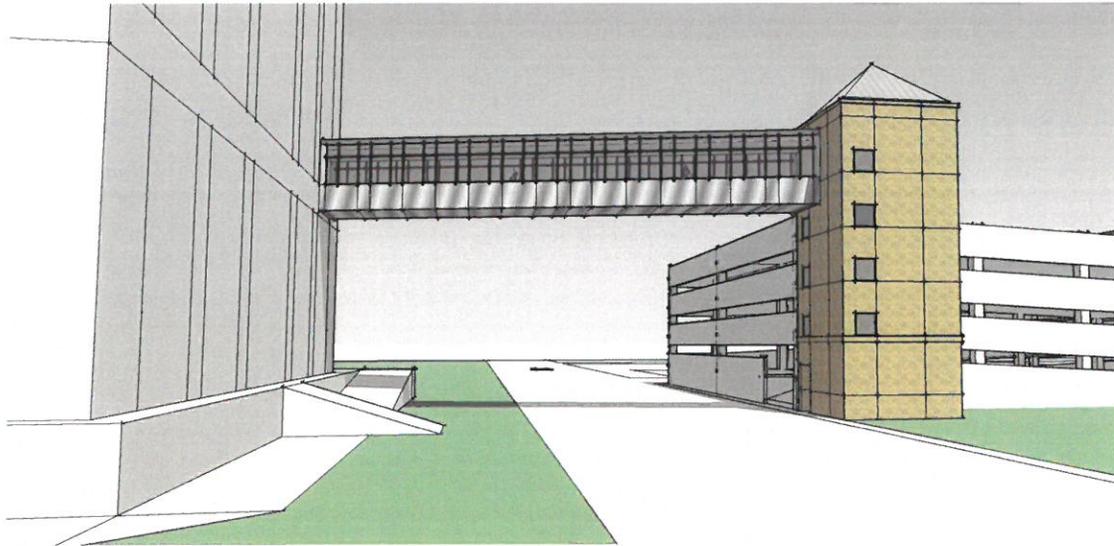
Wausau Skywalk

Walker Parking/michael huber architects

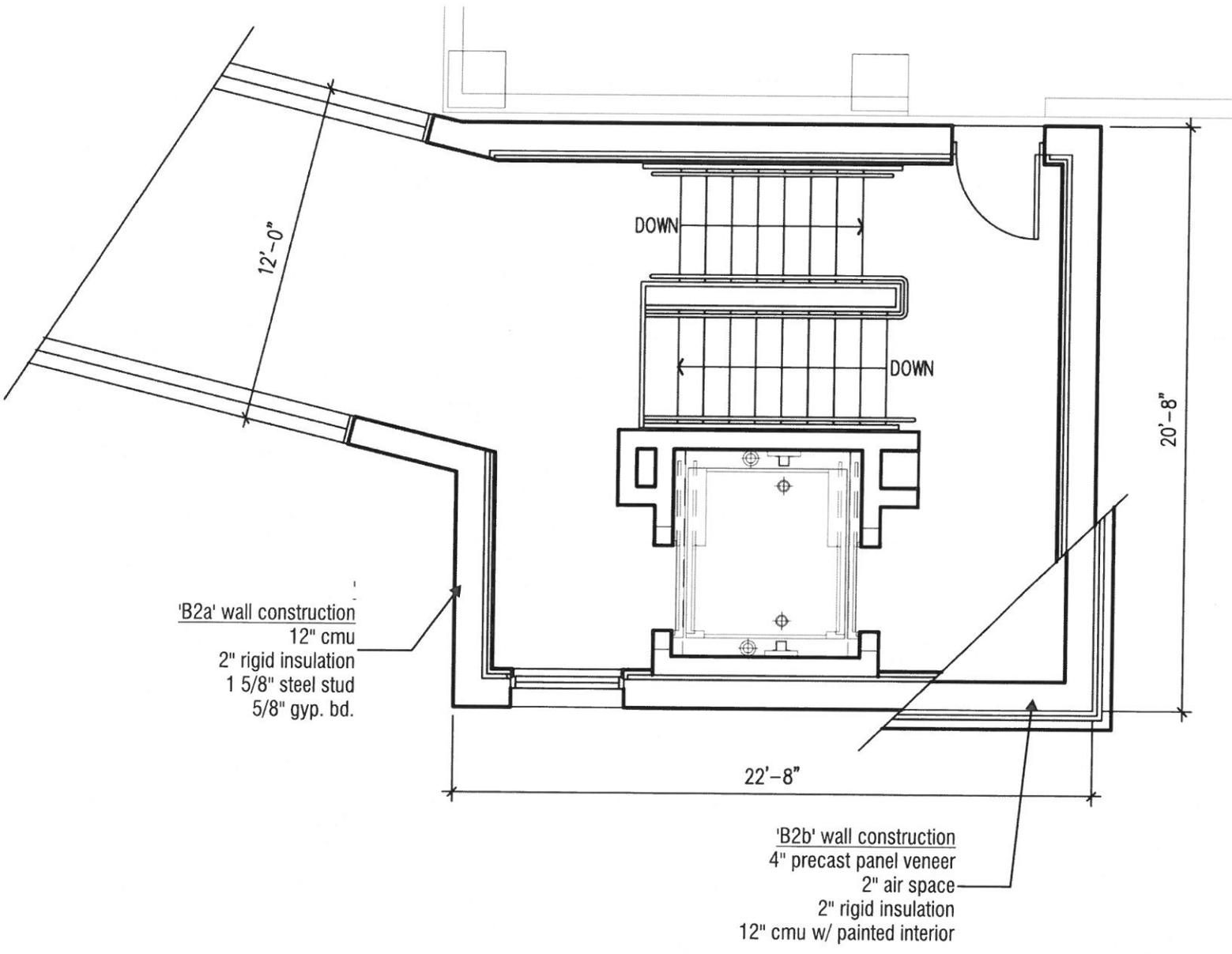
11.05.15



**Study B2 A**  
Wausau Skywalk  
Walker Parking  
michael huber architects  
11.05.15



**Study B2 B**  
Wausau Skywalk  
Walker Parking  
michael huber architects  
11.05.15



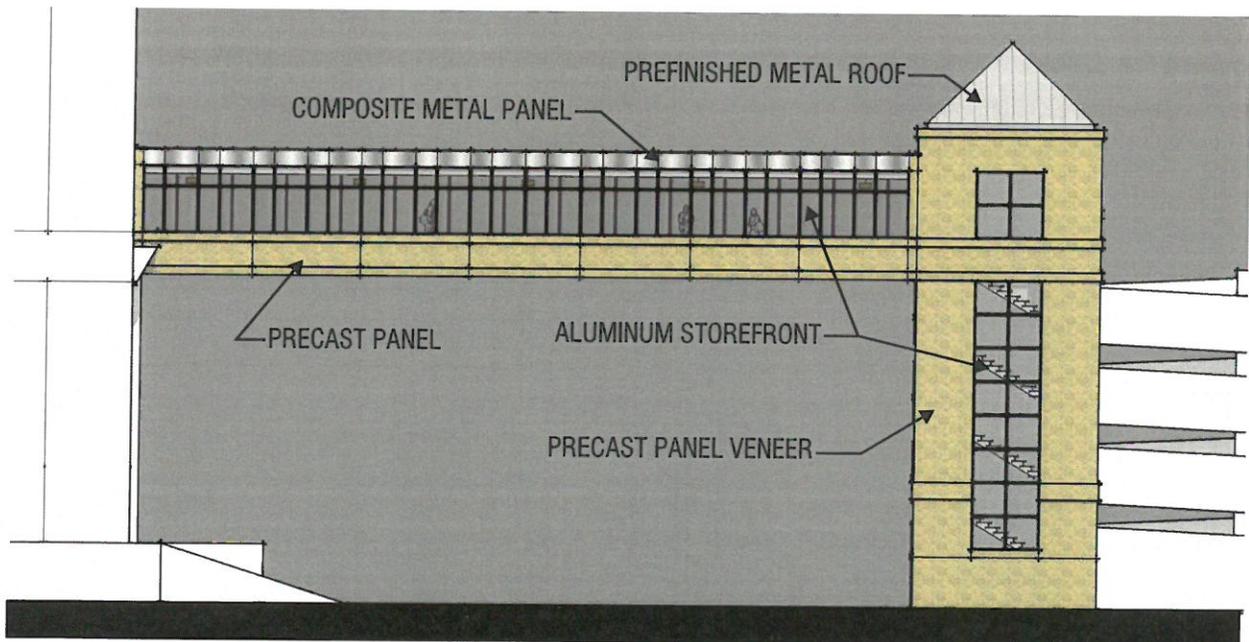
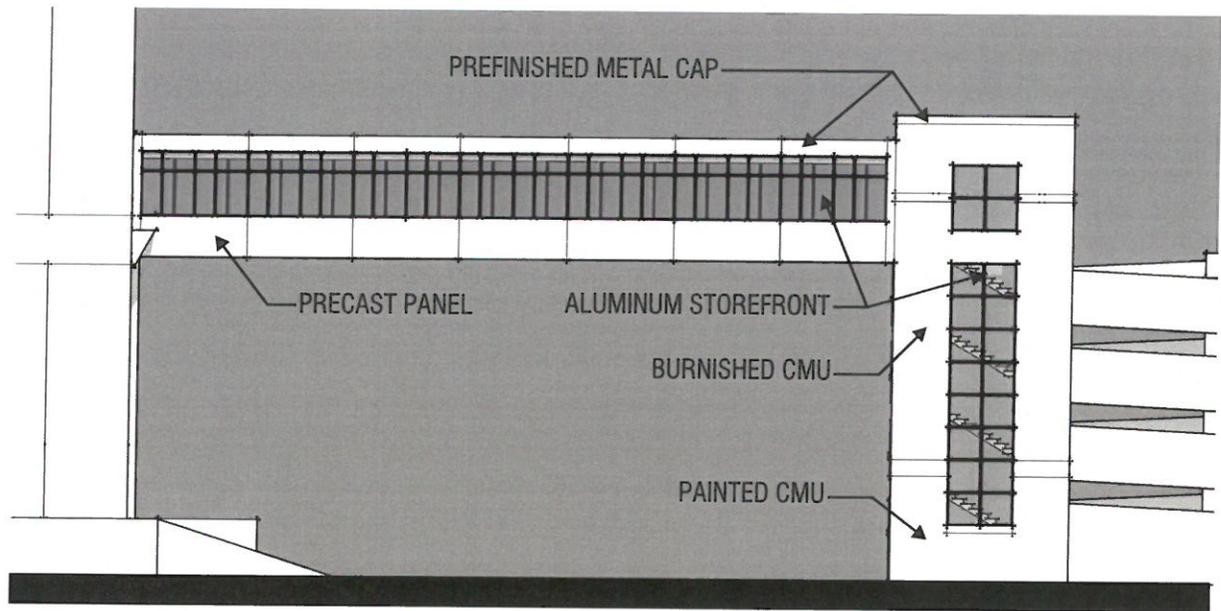
**Study B2a & B2b Comparison**

Wausau Skywalk

Walker Parking/michael huber architects

3/16" = 1'-0"

11.05.15

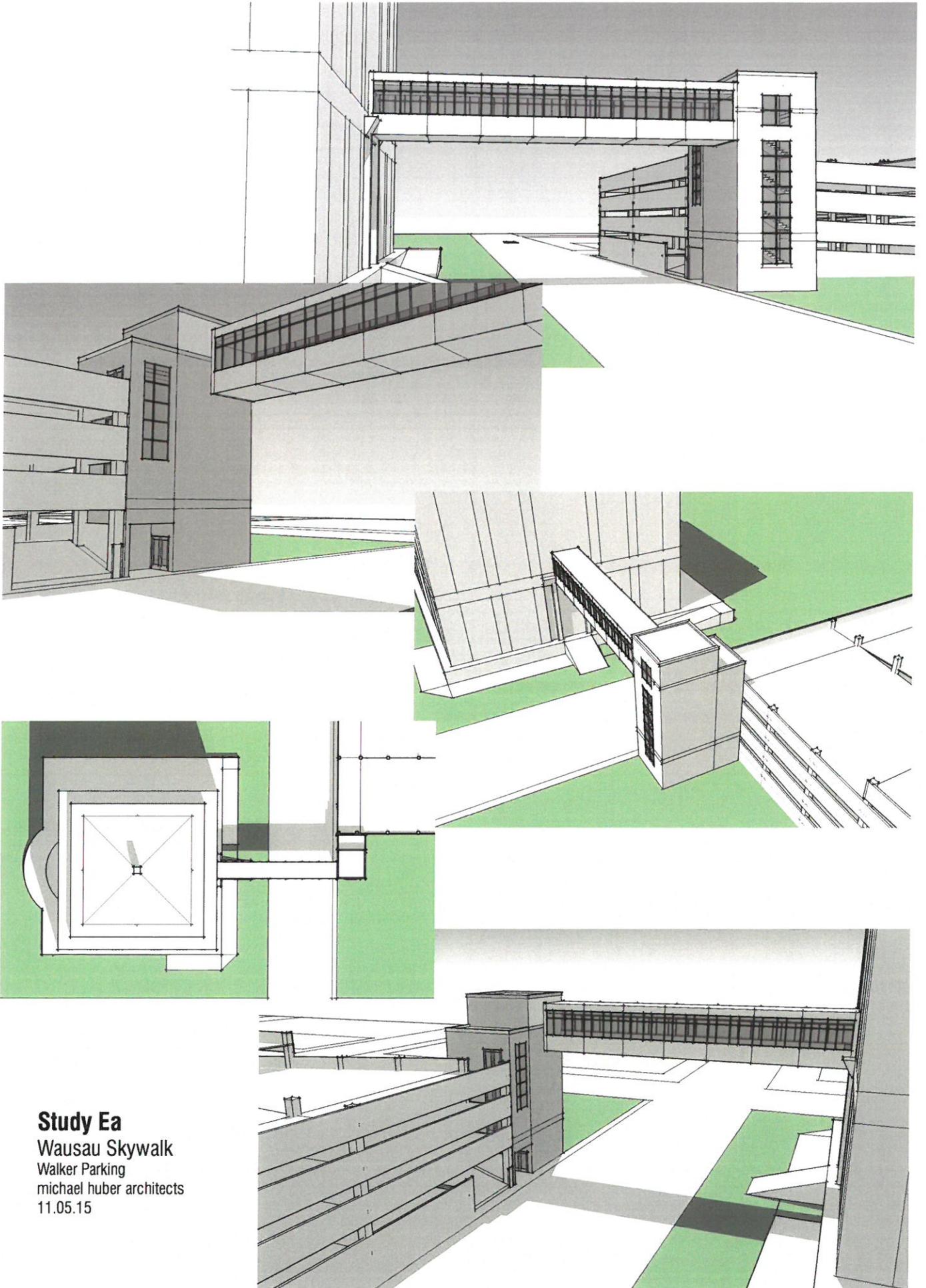


**Study Ea & Eb Comparison**

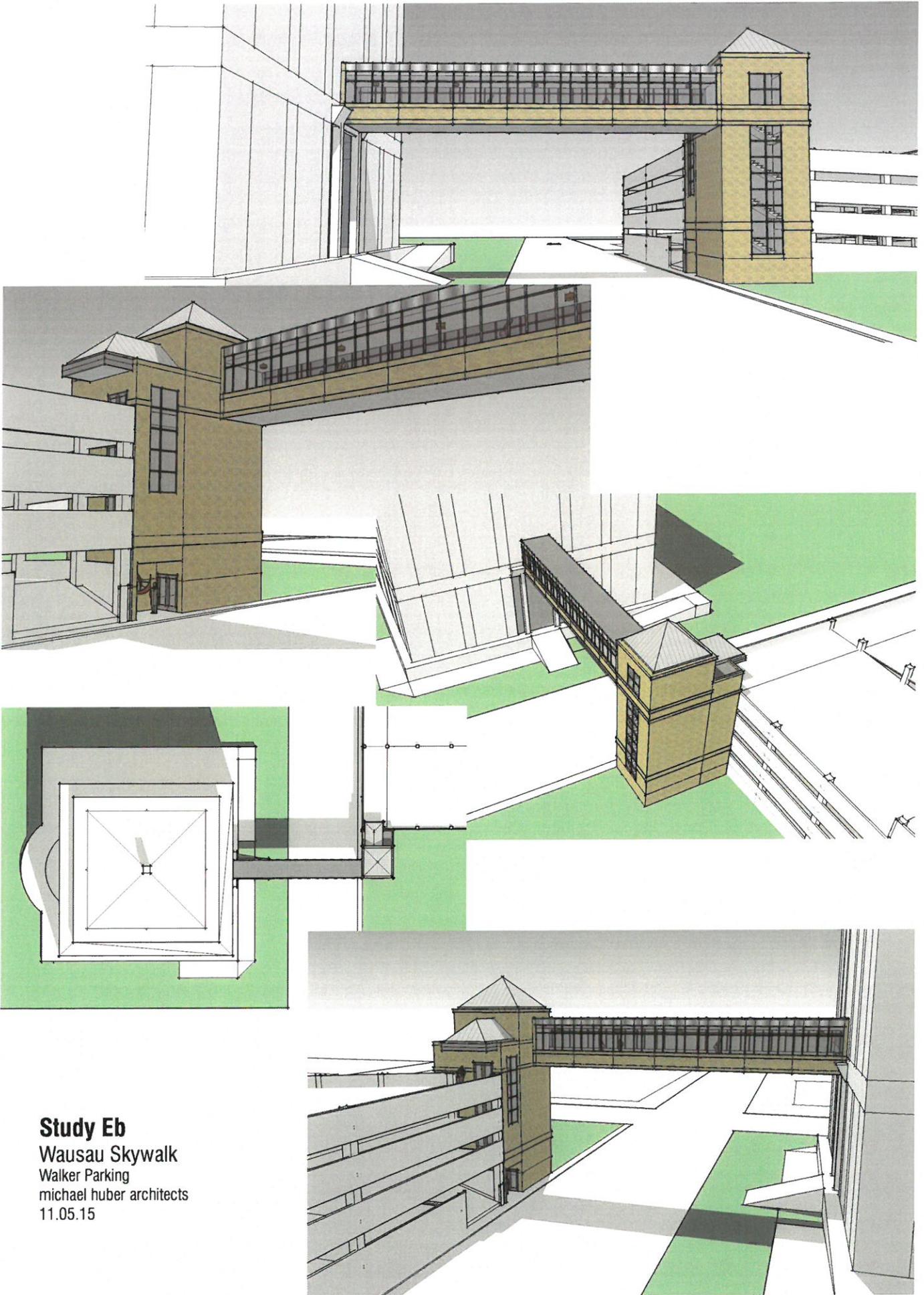
Wausau Skywalk

Walker Parking/michael huber architects

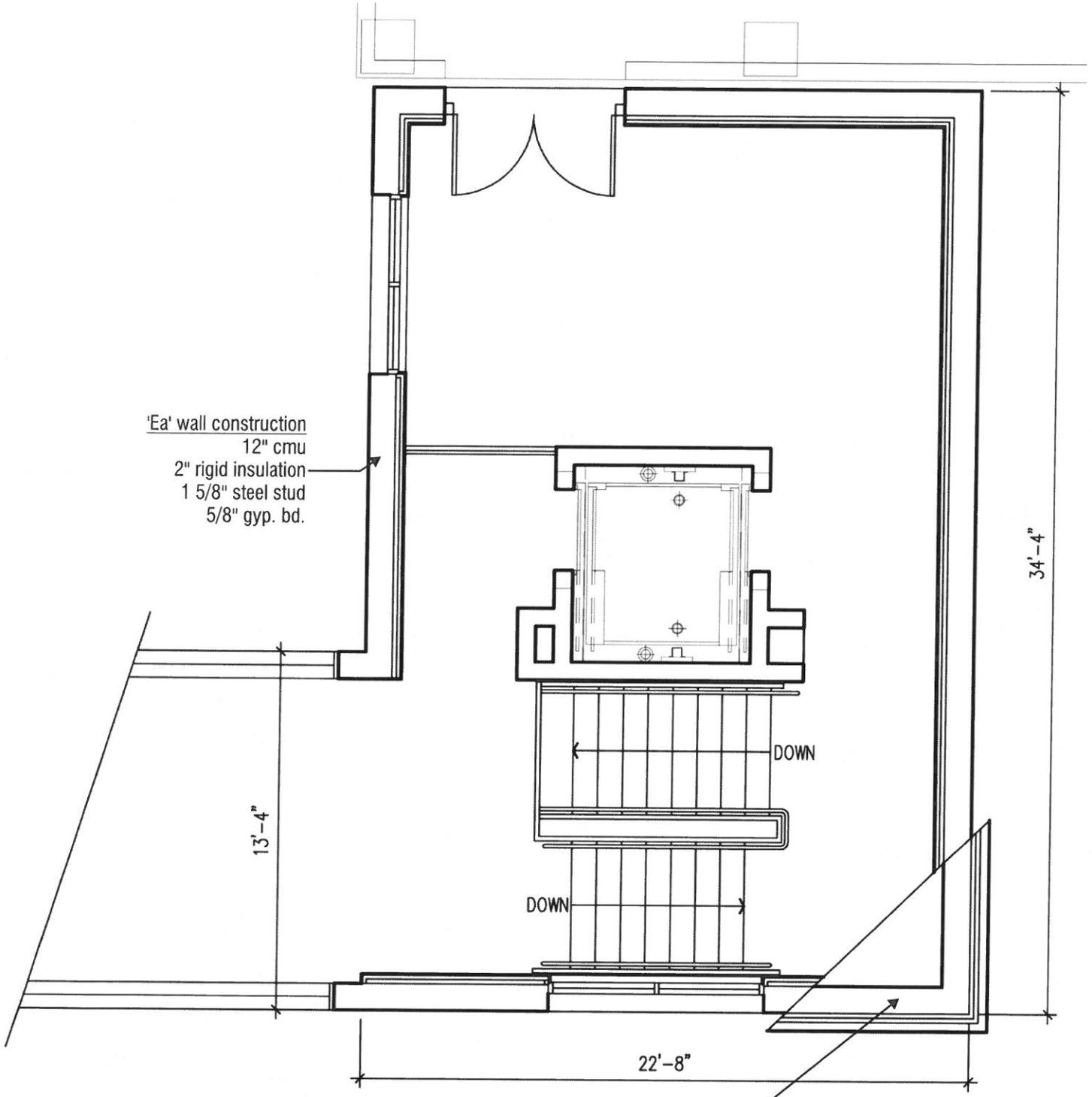
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**Study Ea**  
Wausau Skywalk  
Walker Parking  
michael huber architects  
11.05.15



**Study Eb**  
Wausau Skywalk  
Walker Parking  
michael huber architects  
11.05.15



'Ea' wall construction  
 12" cmu  
 2" rigid insulation  
 1 5/8" steel stud  
 5/8" gyp. bd.

'Eb' wall construction  
 4" precast panel veneer  
 2" air space  
 2" rigid insulation  
 12" cmu w/ painted interior

**Study Ea & Eb Comparison**  
 Wausau Skywalk  
 Walker Parking/michael huber architects  
 3/16"=1'-0" 11.05.15