



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: **FINANCE COMMITTEE**
 Date/Time: **Tuesday, April 12, 2016 at 5:00 PM**
 Location: **City Hall, 2nd Floor Common Council Chambers**
 Members: David Oberbeck (C), Karen Kellbach, Dave Nutting, Bill Nagle, Robert Mielke

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

Presenter

- 1 Public Comment on matters appearing on the agenda.
- 2 Minutes of previous meeting(s) (3/22/16)
- 3 Presentation on Perpetual Care Trust Fund – Wausau Cemetery Association Jacobson
- 4 Discussion and possible action on alleged claim for unlawful tax – Achieve Center, Inc. Jacobson
- 5 Resolution Awarding the Sale of \$8,825,000 General Obligation Promissory Notes, Series 2016A Groat
- 6 Resolution Awarding the Sale of \$6,630,000 General Obligation Corporate Purpose Bonds, 2016B Groat
- 7 Resolution Awarding the Sale of \$4,755,000 Taxable General Obligation Community Development Bonds, Series 2016C Groat
- 8 Discussion and possible action regarding the sale of excess personal property of the Police Department and the commitment of the proceeds for the Wausau Police Dpt Firearms Range. Barnes
- 9 Barnes
Discussion and possible action regarding a disposal policy for excess or obsolete police department firearms
- 10 Discussion and possible action on purchasing the following properties for the Thomas Street Reconstruction project: Lindman
 - Parcel 9 – 1102 South 13th Ave.
 - Parcel 22 – 1105 West Thomas St.
 - Parcel 24 – 1118 West Thomas St.
 - Parcel 25 – 1112 West Thomas St.
 - Parcel 26 – 1110 West Thomas St.
 - Parcel 27 – 1044 South 11th Ave.
 - Parcels 22-27 1100 block of Thomas St
- 11 **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 Lindman
 - Purchasing the following properties for the Thomas Street Reconstruction project:
 - Parcel 9 – 1102 South 13th Ave.
 - Parcel 22 – 1105 West Thomas St.
 - Parcel 24 – 1118 West Thomas St.
 - Parcel 25 – 1112 West Thomas St.
 - Parcel 26 – 1110 West Thomas St.
 - Parcel 27 – 1044 South 11th Ave.
 - Parcels 22-27 1100 block of Thomas St
- 12 RECONVENE into open session to take action on closed session items if necessary
Adjournment

David Oberbeck, Chair

IMPORTANT: THREE (3) MEMBERS NEEDED FOR A QUORUM: If you are unable to attend the meeting, please notify Mary by calling (715)261-6621 or via email mgoede@ci.wausau.wi.us

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.**

This Notice was posted at City Hall and faxed to the Daily Herald newsroom on 04/08/16 @ 9:30 AM

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, (Alderspersons: Wagner, Neal, Gisselman, Winters, Rasmussen, Abitz), *Tipple, *Jacobson, *Groat, Rayala, Department Heads

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

RESOLUTION OF THE FINANCE COMMITTEE	
Approving alleged claim for recovery of unlawful tax – Achieve Center, Inc. (520 N. 28 th Avenue)	
Committee Action:	Pending
Fiscal Impact:	None
File Number:	16-0214
Date Introduced:	April 12, 2016

FISCAL IMPACT SUMMARY			
COSTS	<i>Budget Neutral</i>	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
	<i>Included in Budget:</i>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
	<i>One-time Costs:</i>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
	<i>Recurring Costs:</i>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
SOURCE	<i>Fee Financed:</i>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
	<i>Grant Financed:</i>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
	<i>Debt Financed:</i>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
	<i>TID Financed:</i>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
	<i>TID Source: Increment Revenue</i> <input type="checkbox"/> <i>Debt</i> <input type="checkbox"/> <i>Funds on Hand</i> <input type="checkbox"/> <i>Interfund Loan</i> <input type="checkbox"/>		

RESOLUTION

WHEREAS, on January 29, 2016, Achieve Center, Inc. filed a claim for recovery of an unlawful tax for its property located at 520 N. 28th Avenue (PIN 291.2907.281.0977) pursuant to Section 74.35(2), Wisconsin Statutes; and

WHEREAS, pursuant to said claim, Achieve Center, Inc., is requesting a refund of \$20,026.67 plus interest on the principal amount at the rate of 0.8% per month from the date of the claim to the date of payment for a partial exemption; and

WHEREAS, Achieve Center, Inc. filed a property tax exemption request on August 10, 2015 for exemption from tax pursuant to Section 70.11(4), Wisconsin Statutes as a benevolent association, which request was denied on September 21, 2015 by Tax Exemption Request Determination.

WHEREAS, city staff has reviewed the claim and recommends that the claim be disallowed; and

WHEREAS, your Finance Committee, on April 12, 2016, considered the matter and recommends that the claim be disallowed.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Wausau, that the claim of Achieve Center, Inc. filed with the city clerk on January 29, 2016, for unlawful tax for the property located at 520 N. 28th Avenue (PIN 2907.281.0977) is hereby approved.

Approved:

James E. Tipple, Mayor

YEAR STATE OF WISCONSIN
2015 CITY OF WAUSAU

ORIGINAL TAX RECEIPT
3071774 ACFWBAS1 1/29/2016

37-291-4-2907-281-0977
ACHIEVE CENTER INC

59.282907.004.011.0000

PAID BY:

520 N 28TH AVE

PT OF SE NE SEC 28-29-7 BEG
30' W OF NE COR W 296' S
150' E'LY ALG CURVE 255.88'
E 70.45' N 270' TO POB
CSM VOL 18 PG 29

ACHIEVE CENTER INC
520 N 28TH AVE
WAUSAU WI 54401

POS
TAX DUE: 33,377.78
INTEREST:
PENALTY:
OTHER:
TOTAL DUE: 33,377.78
PAYMENT: 33,377.78
LOTTERY CREDIT:
CHANGE:
TRANSACTION TOTAL: 33,377.78
APPLIED TO:
GENERAL TAX: 33,377.78
INTEREST:
PENALTY:
OTHER:
TAX
REMAINING: .00

Return this portion with payment.

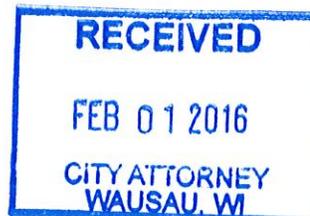
Total Due for Full Payment:
Installment Payment:
Payment Date:

Amount Enclosed \$ _____

Check For Billing Address Change.

Make check payable and mail payments to:

January 28, 2016



HAND DELIVERED

Toni Rayala, City Clerk
City of Wausau
407 Grant Street
Wausau, WI 54403

Re: Claim for Recovery of Unlawful Tax
Achieve Center, Inc.
520 N. 28th Street
Suite 200
Wausau, WI 54401
Parcel No. 291-2907-281-0977

Dear Ms. Rayala:

This letter constitutes a claim for recovery of unlawful tax under § 74.35(2) of the Wisconsin Statutes for property of Achieve Center, Inc. ("Achieve") located at the address above. This claim is based upon a property tax bill issued by the City of Wausau in the amount of \$33,377.78, a copy of which is attached.

Background for Claim

Achieve provides assessment and treatment for children and families with neuropsychological development disorders, chronic health problems, and physical disabilities. Achieve provides assessments, diagnosis, and treatment to improve cognitive functioning, speech, language, and behavior.

The Achieve Center building consists of 11,069 square feet of space. Approximately 40% of the premises (4,984 square feet) is leased to Aspirus Wausau Hospital, Inc. ("Aspirus"), and the remaining 6,085 square feet are used exclusively by Achieve for the purposes listed above and described in more detail later in this letter. Achieve is seeking repayment only for that portion of the property tax related to the property used by Achieve, and not for that portion of the property that is used by Aspirus.

Achieve acquired the property from Aspirus on January 2, 2014. Achieve applied for a real estate tax exemption on February 15, 2014, which was denied by the City Assessor on April 23, 2014. While several reasons were given for this denial, it appears that the ultimate position taken

by the Assessor was that Achieve was not entitled to exemption for 2014 since it was not the owner of the property as of the statutory assessment date of January 1, 2014.

In a letter of April 29, 2015, City Attorney Anne Jacobson stated that “if nothing else has changed ... the Achieve Center, Inc. would now qualify for a tax exemption [for 2015] because they [sic] owned the property on January 1, 2015.” Achieve submitted a new exemption request on August 10, 2015 [note that in her April 29 letter, the City Attorney confirmed that the Assessor waived the late filing date for the 2015 tax year]. Notwithstanding the City Attorney’s anticipated approval of the exemption for 2015, the Assessor again denied the request for exemption on September 21, 2015. The Assessor did not explain the reason for the denial other than to cite to the Wisconsin Court of Appeals’ decision in *UW Medical Foundation, Inc. v. City of Madison*, 2003 WI App 204, 267 Wis. 2d 504, 671 N.W.2d 292.

Basis for Claim

1. Requirements for exemption under § 70.11(4).

In order to qualify for exemption as a benevolent association, Achieve must establish three facts:

- Achieve is a benevolent organization.
- Achieve owns and exclusively uses the property.
- Achieve uses the property for exempt purposes.

Deutsches Land, Inc. v. City of Glendale, 225 Wis. 2d 70, 591 N.W.2d 583 (1999). It was not clear whether the Assessor denied Achieve’s exemption request because she concluded that Achieve is not a benevolent organization, that the property is not used for exempt purposes, or both. Given that Achieve is only seeking an exemption for the space that it uses and not for the space leased to Aspirus, Achieve believes that there is no dispute that Achieve owns and exclusively uses the property for which exemption is sought.

2. Achieve is a benevolent organization.

The Wisconsin statutes do not specifically define what it means to be “benevolent.” The Wisconsin Property Assessment Manual (“WPAM”) refers to the following dictionary definitions at page 22-5:

- Characterized by or suggestive of doing good.
- Of, concerned with, or organized for the benefit of charity.
- An inclination to perform kind, charitable acts.

The WPAM notes that an organization must be a non-profit organization (which Achieve is), but that does not mean that the organization must operate at a loss or even break-even. Instead, the issue is what is done with the profit.

In Attachment A to this letter, I have set forth again the details showing why Achieve qualifies as a benevolent organization. These may be summarized briefly as follows:

- The services provided by Achieve are not only directed to an underserved population, but in fact are not otherwise available in either the public or private sector in Marathon County. These includes services for children with autism and those requiring behavioral therapy; children who are blind or struggle with verbal communication; and children with significant learning disabilities and other chronic disorders. If not for Achieve, local government or the school districts would be required to provide these services or refer these children to other providers outside of Marathon County.
- Achieve's policy is that no child will be turned away due to the financial situation of a family, and it does not discriminate in any way based on payer source. This policy, which is provided to patients' parents and guardians in writing, also confirms that if at any time a parent or guardian expresses concern about the ability to pay for services, Achieve will negotiate a plan that may involve free services, a sliding discount fee schedule, a payment plan, or assistance in enrolling in Medicaid or other government assistance.
- In addition to its provision of free or discounted services of the type noted above, Achieve provides many other services at no charge including individual educational planning as well as consultations and referrals relating to rare disorders and complex presentations requiring specialty care.
- The Achieve Center regularly works with local school administrators and local governments, at no charge, on a variety of other projects as outlined in Attachment A.

Achieve has documented how it performs benevolent activities and how those activities benefit society. Achieve provides services that would otherwise have to be provided at government expense, and its services make Marathon County residents less dependent on government care. While it is not necessary to provide services for free or at reduced cost to qualify as benevolent, Achieve does so. To the extent that Achieve makes any profit from these activities, those funds are used to improve facilities and expand its benevolent purpose and mission. In short, the Marathon County community is a better place as a result of these activities. See WPAM at page 22-15. Based on all the foregoing, there should be no question that Achieve is a "benevolent association" within the meaning of Wis. Stat. § 70.11(4).

3. Achieve uses the property for exempt purposes.

As noted previously, Achieve provides rehabilitation services to disabled children. In denying Achieve's exemption application request, the Assessor has relied on the *UW Medical Foundation* case. Presumably, the Assessor was relying on language in *UW Medical Foundation* indicating that the provision of medical care is not automatically "benevolent" under Wis. Stat. § 70.11(4). However, the Court of Appeals in *UW Medical Foundation* also noted that "Even though we conclude the provision of out-patient medical care, per se, is not 'benevolent' use, providing such care free or at greatly reduced cost to the poor might be." While the Foundation in *UW Medical Foundation* failed to meet that test, Achieve provides a much greater level of free and discounted services such that its use of its property qualifies for exemption under that statute.

In *UW Medical Foundation*, the Foundation acquired seven clinics located in Madison, Wisconsin that were not previously exempt from property tax. Most significantly, approximately 98% of the patients treated by the Foundation at the Madison clinics paid for their treatment at prevailing market rates. Only 2% of the patients at the Madison clinics received adjusted rates by the Foundation or free care, and approximately 80% of those adjustments were related either to the patient's bankruptcy or to other circumstances that rendered the fees uncollectable. The bottom line was that the Foundation priced its services at prevailing market rates, such that the Court of Appeals was unable to distinguish the care provided by its clinics to those offered by for-profit providers.

By contrast, Achieve provides a much higher proportion of free and reduced-fee care:

- In 2014, Achieve provided approximately 15% of its services at no charge, and an additional 5% of services were billed at discounted rates. Further, another 32% of services were payable under the Medicaid program, which in most instances does not even cover the cost of providing care.
- For 2015, Achieve provided approximately 3% of services at a discounted rate and over 23% (\$138,000) at no charge whatsoever. This is an addition to over 13% of payments that were under the Medicaid program, which again is paid at steeply discounted rates.

It also appears that the Wausau assessor may have been concerned about the fact that Achieve uses a collection agency on certain accounts. The actual amount of collections generated from this route was less than 1/3 of 1% of total revenues, however. Moreover, collections were pursued only in those situations where Achieve has made every effort to contact the financially responsible party in writing and by telephone, and where the financially responsible party has either not responded or has refused to discuss the matter. If at any time – including while the matter is in collection – a patient's parent or guardian expresses concern regarding ability to pay, Achieve will negotiate payment arrangements (potentially including a total write-off of fees) due to this inability to pay.

Amount of Claim

Achieve seeks recovery for that portion of the tax attributable to the space that it occupies. Based on square footage, Achieve is using 60% of the property, such that it is entitled to a refund of \$20,026.67. Achieve also asserts a claim for interest on the principal amount at the rate of 0.8% per month from the date of the claim to the date of payment, pursuant to § 74.35(4), Stats.

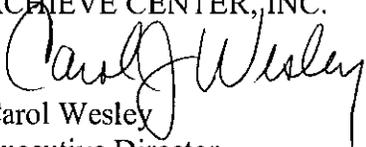
Achieve requests that the City provide notice to it within 90 days, by certified or registered mail, as to whether this claim is allowed or disallowed, pursuant to § 74.35(3)(b), Stats.

Thank you for your consideration.

Very truly yours,

Toni Rayala, City Clerk
January 28, 2016
Page 5

ACHIEVE CENTER, INC.


Carol Wesley
Executive Director

Enclosure

cc: David J. Edquist, Esq.
Mayor James E. Tipple
Nan Giese, City Assessor
Anne L. Jacobson, City Attorney

ATTACHMENT A

The Achieve Center was founded with the mission to provide information, consultation, support, assessment, and treatment for children and their families with neuropsychological developmental disorders, chronic health issues, and physical disabilities. This is an underserved population in Marathon County and the surrounding area where these services are not otherwise available in either the public or private sector. Without the Achieve Center, the County and/or the School Districts would be required to provide these services or, along with physicians and allied health care providers, to refer these children to facilities outside the County, sometimes to facilities more than 100 miles distant.

The Achieve Center turns no child away due to the financial situation of the family. There is a wait list for assessment and treatment due to the high demand for services. However, on the wait list there is no differentiation between those children with standard health insurance, Medicaid, or in need of free services. As a non-profit organization the priority is the well-being of children.

The State of Wisconsin requires that providers who assess and treat children with autism be certified as qualified to provide these services. The Achieve Center is the only facility in Marathon County with providers qualified to assess and treat children with autism and is the only facility in the County providing post intensive treatment.

The Achieve Center Special Pediatric Assessment Clinic (SPACE) is a developmental clinic for children ages 3-8 years of age. This clinic is the only developmental clinic in Marathon County and the surrounding area providing assessment for this age group. The SPACE clinic picks up where the Birth to Three Program of Marathon County and the Aspirus NICU Developmental Clinic leave off.

Pediatric behavioral therapy, which includes individual treatment, day treatment and group therapy for children and their families with developmental disorders, is exclusively offered in Marathon County by the Achieve Center. The Center has licensed therapists with specialized training and experience dedicated to the treatment of children affected by these disorders. Treatment also incorporates speech and language provided by the Center's Pathologist, thus integrating multiple modalities to improve outcomes. This is a unique approach and not otherwise found in central and northern Wisconsin.

The Achieve Center provides services to children who are blind, struggle with verbal communication, have difficulty with ambulation, have significant learning disabilities, chronic health problems, and/or who have severe cognitive delays. Parent support groups, which are provided at no charge, assist parents in coping with the challenges of caring for

their children with special needs. No other program for this purpose is offered in Marathon County.

The clinical staff of the Achieve Center attends Individual Educational Planning (IEP) meetings at the child's school for patients at no charge. These meetings are attended to assist in coordination of services with, and to provide consultation to, the school staff. The Achieve Center also works with FACETS, a non-profit advocacy program that provides free assistance for children in need of accommodations in school. The Achieve Center is a training site for the FACETS program and offers space and support services at no charge. Two of the Achieve Center staff have completed formal training as advocates for FACETS, and one as a mediator.

The Achieve Center offers consultation and referral at no charge for parents, educators, physicians, allied health providers, and social workers who are seeking assistance for a child and requesting recommendations for treatment and other services to best meet the child's needs. Because of the Achieve Center's expertise in developmental disorders and its network of other providers throughout the Midwest, the Achieve Center is able to give recommendations and facilitate referrals for children with rare disorders, complex presentations, or who are in need of a specialist not found in the area.

Through a grant from the Community Foundation of Northcentral Wisconsin, the Achieve Center offers at no charge the iPad iCan program, which provides awareness and instruction in the use of the iPad and applications for individuals who have speech and language impairment, are physically or neurologically impaired, or experience chronic health problems. This population gains improved quality of living from using an iPad to learn specific skills, or to manage and organize their daily lives.

The Achieve Center collaborates with, and provides program support for, Special Olympics and my Team Triumph at no charge to assist them in their mission to encourage and provide athletic opportunities for people with disabilities. Such assistance includes but is not limited to, providing recommendations for coaching athletes with complex needs, participation in organizational committees for special programs, teaching "sports psychology" to the athletes and coaches, appointment to a Special Olympics national committee, and providing meeting rooms and employee time for organizing and participating in my Team Triumph races.

Parents can experience confusion and frustration related to navigating the public school system to obtain all the available resources their children require. To facilitate communication between parents and school districts, the Achieve Center has organized, at

no charge, listening sessions. The Center has invited school administrators to spend a day at the Center dedicated to the specific school, during which time parents can meet with the school representative to discuss concerns and to gather information helpful to their child's educational experience.

The Achieve Center was instrumental in assisting Marathon County and nine other surrounding Counties to achieve designation as a Health Professional Shortage Area for mental health. This designation allowed for the establishment of a National Health Services Corps in these counties that works to recruit mental health professionals for employment at approved sites. It was a formal request from the Achieve Center to the Wisconsin Department of Health and Family Services (now the Department of Health Services) that initiated the process. The Achieve Center was identified as one of two approved sites in Marathon County, the other being the Bridge Clinic.



TAX EXEMPTION REQUEST DETERMINATION

Requested By	Mail To: Achieve Center Inc Attn: Carol Wesley, Exec. Director 520 N 28 th Ave Suite 200 Wausau, WI 54401
Request Date	August 10, 2015
Parcel Number	291-2907-281-0977 (Real Estate - Marathon County)
Property Address	520 N 28 th Ave, Wausau, WI 54401
Legal Description	Pt of SE NE Sec 28-29-7 Beg 30' W of NE Cor W 296' S 150' E'ly Alg Curve 255.88' E 70.45' N 270' to POB CSM Vol 18 Pg 29
Exemption Statute Requested	Wisconsin State Statute 70.11 (4)
Exemption Statute Reviewed and Denied	70.11 (4) Education, Religious and Benevolent Institutions . . . Wisconsin Property Assessment Manual Chapter 22
Assessor's Notes	<p>... Statute says, "Property owned and used exclusively by educational institutions offering regular courses 6 months in the year; or by churches of religious, educational or <u>benevolent</u> associations, or by a nonprofit entity that ..."</p> <p>A portion of the property is currently leased and the lessee does not meet ALL of the requirements necessary for exemption:</p> <ol style="list-style-type: none"> 1. All of the leasehold income is used for maintenance, construction debt retirement (or both). 2. The lessee would be exempt from taxation if it owned the property. <p>The court in (UW Medical Foundation, Inc. V. City of Madison, 2003 WI App 204, 267 Wis. 2d 504, 671 N.W. 2d 292, 02-1473) held the following:</p> <p>The Wisconsin Supreme Court has long held that neither a single test nor isolated answers to inquiries concerning an organization's operations will automatically determine when an organization is engaged in a benevolent activity. Rather, the facts of each case must be regarded as a whole and the substance of the scheme of operation as it exists must be examined.</p> <p style="text-align: center;">Continued on next page</p>

	<p>To be benevolent ownership of property is not enough to satisfy (4)(a); benevolent use is also required. The sole issue in this case was whether this activity was "benevolent" in nature. We note at the outset that we reject the Foundation's suggestion that all provision of medical care is "benevolent" because it makes the recipients "better members of society by improving their physical and mental condition." By that standard, many enterprises would qualify as "benevolent." Spas, restaurants, and yacht clubs all arguably make individuals better members of society by improving their physical and mental condition, but we seriously doubt that such enterprises, even if owned and operated by nonprofit entities, could reasonably hope to obtain an exemption from property taxes....</p> <p>Charging market rates for medical services, advertising extensively to support them, and forbearing collecting for its services only when accounts were deemed uncollectible were factors considered by the court in determining the Foundation was not engaged in benevolent use of its properties and thus was not entitled to a property tax exemption.</p> <p>Wis. Stats. 70.109 Presumption to taxability. Exemptions under this chapter shall be strictly construed in every instance with a presumption that the property in question is taxable, and the <u>burden of proof</u> is on the person who claims the exemption.</p>
Assessor's Determination	Exempt Request Denied for 2015 Assessment Year.
Date	September 21, 2015
Signature	<p>_____</p> <p>Nanette S. Giese, City Assessor</p>



Recovery of Unlawful Taxes Worksheet

Claimant: Achieve Center, Inc.

PIN: 291-2907-281-0977

A claim for recovery of unlawful taxes under Wisconsin Statutes § 74.35 shall meet ALL of the following requirements. Failure to meet any one (1) condition shall be grounds to disallow the claim.

- Must be filed against the taxation district which collected the tax.
- Must be in writing.
- Must state the alleged circumstances giving rise to the claim, including basis for the claim as described in § 74.33 (1)(a) to (f). At least one of the following must be checked true:
 - a) A clerical error has been made in the description of the property or in the computation of the tax.
 - b) The assessment included real property improvements which did not exist on the date under s. 70.10 for making the assessment.
 - c) The property is exempt by law from taxation. *Properties assessed as manufacturing by the State of Wisconsin must be appealed under § 70.995(8)(c).*
 - d) The property is not located in the taxation district for which the tax roll was prepared.
 - e) A double assessment has been made.
 - f) An arithmetic, transpositional or similar error has occurred.
- Must state as accurately as possible the amount of the claim.
- Must be signed by the claimant or his or her agent.
- Must be served on the clerk of the taxation district as prescribed in §801.11(4) by January 31 of the year in which the tax is based upon the contested assessment is payable.
- Must NOT be a claim that a property is exempt under § 70.11 (21) or (27).
 - 21) Treatment Plant and Pollution Abatement Equipment.*
 - 27) Manufacturing Machinery and Specific Processing Equipment*
- Claimant must have timely paid the tax, or authorized installment of the allegedly unlawful tax.

In regards to claims the property is exempt from taxation: Wisconsin State Statutes 70.109 requires the presumption of taxability. Exemptions shall be strictly construed in every instance with a presumption that the property in question is taxable, and the burden of proof is on the person who claims the exemption. Statutes grant only the Assessor, the Courts and the Legislature the authority to determine exemption status. Neither the Board of Review nor the taxation district has statutory authority to grant exemptions. The established assessments by the Assessor are protected by statutes. Allowing a claim does NOT grant an exemption.

Claim Determination: ALLOW DISALLOW

Determination by: Jeremy M. Ray – Interim City Assessor



411 East Wisconsin Avenue
Suite 2350
Milwaukee, Wisconsin 53202-4426
414.277.5000
Fax 414.271.3552
www.quarles.com

Attorneys at Law in
Chicago
Indianapolis
Madison
Milwaukee
Naples
Phoenix
Scottsdale
Tampa
Tucson
Washington, D.C.

April 5, 2016

VIA EMAIL

Ms. Maryanne A. Groat
Finance Director/Treasurer
City of Wausau
407 Grant Street
Wausau, WI 54403

Re: City of Wausau -
\$8,825,000 General Obligation Promissory Notes, Series 2016A,
\$6,630,000 General Obligation Corporate Purpose Bonds, Series 2016B, and
\$4,755,000 Taxable General Obligation Community Development Bonds, Series
2016C

Dear Ms. Groat:

Attached is a draft of each of the **Award Resolutions** to be adopted in connection with the above-referenced financings. We have prepared the Resolutions with the information provided to us by Ehlers & Associates, Inc. ("Ehlers"). Please review them carefully.

It is our understanding that the Resolutions will be considered by the Common Council at its meeting on April 12, 2016 after the bid opening earlier that day.

If you have not already done so, please include the titles of the Resolutions on the agenda for the meeting. Please then either post the agenda in at least three public places or in at least one public place and on a website maintained by the City, and provide it to the official newspaper of the City (or if the City has no official newspaper, to a news medium likely to give notice in the area) and to any other requesting media at least twenty-four hours prior to the meeting (see Section 19.84(1)(b), Wisconsin Statutes). The attached **Certificate of Compliance with Open Meeting Law** must be completed in connection with the meeting at which the Resolutions are adopted.

Unless the Common Council has adopted special rules regarding the adoption of borrowing resolutions, a vote of at least a majority of the members of the Common Council is necessary to adopt the Resolutions. We will provide you with an Excerpts of Minutes form for you to complete which records the vote on the Resolutions on the day of the meeting.

Ms. Maryanne A. Groat
April 5, 2016
Page 2

You will note in reviewing the Resolutions that some of the exhibits will be provided to the City on the day of sale. It is our understanding that Ehlers will provide this information to you and to us after the bid opening and prior to the meeting on April 12, 2016. We will review and confirm that information. We will email a final copy and Ehlers will deliver final copies of the Resolutions, including all exhibits, on the day of sale (April 12, 2016) prior to the meeting for the Common Council to review and approve. We will also provide hard copies of the complete finalized Resolutions at the time we send the closing documents.

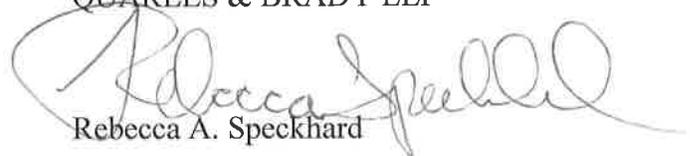
Following the adoption of the Resolutions, we request that you return two executed copies of the Resolutions, as well as two executed copies of the Certificate and Excerpts, to us for our review. All of these originally signed documents will be included in the closing transcripts. A copy of the Resolutions should be incorporated into the minutes of the April 12, 2016 meeting.

We are also attaching a **Municipal Information Questionnaire** and **Private Activity and Other Tax Matters Questionnaires** (one for each tax-exempt issue). Please review, correct, if necessary, complete and return these questionnaires to us before the April 12, 2016 meeting. They contain information which will help us draft the closing documents which will be required in connection with this financing.

If you have any questions regarding these documents or any other matter, please do not hesitate to call me at (414) 277-5761.

Very truly yours,

QUARLES & BRADY LLP



Rebecca A. Speckhard

RAS:TAB:meg
Enclosures
#940025.00015

cc: Ms. Toni Rayala (w/enc. via email)
Ms. Mary Goede (w/enc. via email)
Anne Jacobson, Esq. (w/enc. via email)
Mr. Phil Cosson (w/enc. via email)
Mr. James A. Mann (w/enc. via email)
Ms. Kathy Myers (w/enc. via email)
Ms. Sue Porter (w/enc. via email)
Ms. Mary Zywiec (w/enc. via email)
Mr. Brendan Leonard (w/enc. via email)

RESOLUTION NO. 16-0316A

RESOLUTION AWARDING THE SALE OF
\$8,825,000 GENERAL OBLIGATION PROMISSORY NOTES, SERIES 2016A

WHEREAS, the Common Council hereby finds and determines that it is necessary, desirable and in the best interest of the City of Wausau, Marathon County, Wisconsin (the "City") to raise funds for public purposes, including paying the cost of Wisconsin Department of Transportation projects, street, sidewalk, storm sewer and other street improvements and extensions, airport hangar and runway improvement projects, athletic park improvements, acquiring land for street uses, law enforcement software and playground equipment, and providing financial assistance to Tax Incremental District projects (collectively, the "Project"), and refinancing certain outstanding obligations of the City, specifically, the outstanding General Obligation Promissory Notes, Series 2008A, dated June 26, 2008 (the "Refunded Obligations") (hereinafter the refinancing of the Refunded Obligations shall be referred to as the "Refunding");

WHEREAS, the Common Council hereby finds and determines that the Project is within the City's power to undertake and therefore serves a "public purpose" as that term is defined in Section 67.04(1)(b), Wisconsin Statutes;

WHEREAS, the Common Council deems it to be necessary, desirable and in the best interest of the City to refund the Refunded Obligations for the purpose of achieving debt service cost savings;

WHEREAS, cities are authorized by the provisions of Section 67.12(12), Wisconsin Statutes, to borrow money and issue general obligation promissory notes for such public purposes and to refinance their outstanding obligations;

WHEREAS, pursuant to a resolution adopted on March 22, 2016, the Common Council has directed Ehlers & Associates, Inc. ("Ehlers") to take the steps necessary to sell an issue of notes designated "General Obligation Promissory Notes, Series 2016A" (the "Notes") to pay the cost of the Project and the Refunding;

WHEREAS, Ehlers, in consultation with the officials of the City, prepared a Notice of Sale (a copy of which is attached hereto as Exhibit A and incorporated herein by this reference) setting forth the details of and the bid requirements for the Notes and indicating that the Notes would be offered for public sale on April 12, 2016;

WHEREAS, the City Clerk (in consultation with Ehlers) caused a form of notice of the sale to be published and/or announced and caused the Notice of Sale to be distributed to potential bidders offering the Notes for public sale on April 12, 2016;

WHEREAS, the City has duly received bids for the Notes as described on the Bid Tabulation attached hereto as Exhibit B and incorporated herein by this reference (the "Bid Tabulation"); and

WHEREAS, it has been determined that the bid proposal (the "Proposal") submitted by the financial institution listed first on the Bid Tabulation fully complies with the bid requirements set forth in the Notice of Sale and is deemed to be the most advantageous to the City. Ehlers has recommended that the City accept the Proposal. A copy of said Proposal submitted by such institution (the "Purchaser") is attached hereto as Exhibit C and incorporated herein by this reference.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City that:

Section 1A. Ratification of the Notice of Sale and Offering Materials. The Common Council of the City hereby ratifies and approves the details of the Notes set forth in Exhibit A attached hereto as and for the details of the Notes. The Notice of Sale and any other offering materials prepared and circulated by Ehlers are hereby ratified and approved in all respects. All actions taken by officers of the City and Ehlers in connection with the preparation and distribution of the Notice of Sale, and any other offering materials are hereby ratified and approved in all respects.

Section 1B. Authorization and Award of the Notes. For the purpose of paying the cost of the Project and the Refunding, there shall be borrowed pursuant to Section 67.12(12), Wisconsin Statutes, the principal sum of EIGHT MILLION EIGHT HUNDRED TWENTY-FIVE THOUSAND DOLLARS (\$8,825,000) from the Purchaser in accordance with the terms and conditions of the Proposal. The Proposal of the Purchaser offering to purchase the Notes for the sum set forth on the Proposal, plus accrued interest to the date of delivery, resulting in a true interest cost as set forth on the Proposal is hereby accepted. The Mayor and City Clerk or other appropriate officers of the City are authorized and directed to execute an acceptance of the Proposal on behalf of the City. The good faith deposit of the Purchaser shall be retained by the City Treasurer until the closing of the note issue, and any good faith deposits submitted by unsuccessful bidders shall be promptly returned. The Notes shall bear interest at the rates set forth on the Proposal.

Section 2. Terms of the Notes. The Notes shall be designated "General Obligation Promissory Notes, Series 2016A"; shall be issued in the aggregate principal amount of \$8,825,000; shall be dated May 10, 2016; shall be in the denomination of \$5,000 or any integral multiple thereof; shall be numbered R-1 and upward; and shall bear interest at the rates per annum and mature on April 1 of each year, in the years and principal amounts as set forth on the Pricing Summary attached hereto as Exhibit D-1 and incorporated herein by this reference. Interest shall be payable semi-annually on April 1 and October 1 of each year commencing on April 1, 2017. Interest shall be computed upon the basis of a 360-day year of twelve 30-day months and will be rounded pursuant to the rules of the Municipal Securities Rulemaking Board. The schedule of principal and interest payments due on the Notes is set forth on the Debt Service Schedule attached hereto as Exhibit D-2 and incorporated herein by this reference (the "Schedule").

Section 2A. Designation of Maturities. The Notes of this issue which mature first are designated as being issued to refund the Refunded Obligations in the order in which the debt evidenced by said obligations were incurred and the remaining balance of the Notes is designated to pay the cost of the Project.

Section 3. Redemption Provisions. The Notes maturing on April 1, 2024 and thereafter shall be subject to redemption prior to maturity, at the option of the City, on April 1, 2023 or on any date thereafter. Said Notes shall be redeemable as a whole or in part, and if in part, from maturities selected by the City and within each maturity, by lot, at the principal amount thereof, plus accrued interest to the date of redemption. [If the Proposal specifies that any of the Notes are subject to mandatory redemption, the terms of such mandatory redemption are set forth on an attachment hereto as Exhibit MRP and incorporated herein by this reference. Upon the optional redemption of any of the Notes subject to mandatory redemption, the principal amount of such Notes so redeemed shall be credited against the mandatory redemption payments established in Exhibit MRP for such Notes in such manner as the City shall direct.]

Section 4. Form of the Notes. The Notes shall be issued in registered form and shall be executed and delivered in substantially the form attached hereto as Exhibit E and incorporated herein by this reference.

Section 5. Tax Provisions.

(A) Direct Annual Irrepealable Tax Levy. For the purpose of paying the principal of and interest on the Notes as the same becomes due, the full faith, credit and resources of the City are hereby irrevocably pledged, and there is hereby levied upon all of the taxable property of the City a direct annual irrepealable tax in the years 2016 through 2025 for the payments due in the years 2017 through 2026 in the amounts set forth on the Schedule.

(B) Tax Collection. So long as any part of the principal of or interest on the Notes remains unpaid, the City shall be and continue without power to repeal such levy or obstruct the collection of said tax until all such payments have been made or provided for. After the issuance of the Notes, said tax shall be, from year to year, carried onto the tax roll of the City and collected in addition to all other taxes and in the same manner and at the same time as other taxes of the City for said years are collected, except that the amount of tax carried onto the tax roll may be reduced in any year by the amount of any surplus money in the Debt Service Fund Account created below.

(C) Additional Funds. If at any time there shall be on hand insufficient funds from the aforesaid tax levy to meet principal and/or interest payments on said Notes when due, the requisite amounts shall be paid from other funds of the City then available, which sums shall be replaced upon the collection of the taxes herein levied.

Section 6. Segregated Debt Service Fund Account.

(A) Creation and Deposits. There be and there hereby is established in the treasury of the City, if one has not already been created, a debt service fund, separate and distinct from every other fund, which shall be maintained in accordance with generally accepted accounting principles. Debt service or sinking funds established for obligations previously issued by the City may be considered as separate and distinct accounts within the debt service fund.

Within the debt service fund, there hereby is established a separate and distinct account designated as the "Debt Service Fund Account for General Obligation Promissory Notes, Series 2016A" (the "Debt Service Fund Account") and such account shall be maintained until the indebtedness evidenced by the Notes is fully paid or otherwise extinguished. The City Treasurer shall deposit in the Debt Service Fund Account (i) all accrued interest received by the City at the time of delivery of and payment for the Notes; (ii) any premium not used for the Refunding which may be received by the City above the par value of the Notes and accrued interest thereon; (iii) all money raised by the taxes herein levied and any amounts appropriated for the specific purpose of meeting principal of and interest on the Notes when due; (iv) such other sums as may be necessary at any time to pay principal of and interest on the Notes when due; (v) surplus monies in the Borrowed Money Fund as specified below; and (vi) such further deposits as may be required by Section 67.11, Wisconsin Statutes.

(B) Use and Investment. No money shall be withdrawn from the Debt Service Fund Account and appropriated for any purpose other than the payment of principal of and interest on the Notes until all such principal and interest has been paid in full and the Notes canceled; provided (i) the funds to provide for each payment of principal of and interest on the Notes prior to the scheduled receipt of taxes from the next succeeding tax collection may be invested in direct obligations of the United States of America maturing in time to make such payments when they are due or in other investments permitted by law; and (ii) any funds over and above the amount of such principal and interest payments on the Notes may be used to reduce the next succeeding tax levy, or may, at the option of the City, be invested by purchasing the Notes as permitted by and subject to Section 67.11(2)(a), Wisconsin Statutes, or in permitted municipal investments under the pertinent provisions of the Wisconsin Statutes ("Permitted Investments"), which investments shall continue to be a part of the Debt Service Fund Account. Any investment of the Debt Service Fund Account shall at all times conform with the provisions of the Internal Revenue Code of 1986, as amended (the "Code") and any applicable Treasury Regulations (the "Regulations").

(C) Remaining Monies. When all of the Notes have been paid in full and canceled, and all Permitted Investments disposed of, any money remaining in the Debt Service Fund Account shall be transferred and deposited in the general fund of the City, unless the Common Council directs otherwise.

Section 7. Proceeds of the Notes; Segregated Borrowed Money Fund. The proceeds of the Notes (the "Note Proceeds") (other than any premium not used for the Refunding and accrued interest which must be paid at the time of the delivery of the Notes into the Debt Service Fund Account created above) shall be deposited into a special fund separate and distinct from all other funds of the City and disbursed solely for the purposes for which borrowed or for the payment of the principal of and the interest on the Notes. Monies in the Borrowed Money Fund may be temporarily invested in Permitted Investments. Any monies, including any income from Permitted Investments, remaining in the Borrowed Money Fund after the purposes for which the Notes have been issued have been accomplished, and, at any time, any monies as are not needed and which obviously thereafter cannot be needed for such purposes shall be deposited in the Debt Service Fund Account.

Section 8. No Arbitrage. All investments made pursuant to this Resolution shall be Permitted Investments, but no such investment shall be made in such a manner as would cause the Notes to be "arbitrage bonds" within the meaning of Section 148 of the Code or the Regulations and an officer of the City, charged with the responsibility for issuing the Notes, shall certify as to facts, estimates, circumstances and reasonable expectations in existence on the date of delivery of the Notes to the Purchaser which will permit the conclusion that the Notes are not "arbitrage bonds," within the meaning of the Code or Regulations.

Section 9. Compliance with Federal Tax Laws. (a) The City represents and covenants that the projects financed by the Notes and by the Refunded Obligations and the ownership, management and use of the projects will not cause the Notes or the Refunded Obligations to be "private activity bonds" within the meaning of Section 141 of the Code. The City further covenants that it shall comply with the provisions of the Code to the extent necessary to maintain the tax-exempt status of the interest on the Notes including, if applicable, the rebate requirements of Section 148(f) of the Code. The City further covenants that it will not take any action, omit to take any action or permit the taking or omission of any action within its control (including, without limitation, making or permitting any use of the proceeds of the Notes) if taking, permitting or omitting to take such action would cause any of the Notes to be an arbitrage bond or a private activity bond within the meaning of the Code or would otherwise cause interest on the Notes to be included in the gross income of the recipients thereof for federal income tax purposes. The City Clerk or other officer of the City charged with the responsibility of issuing the Notes shall provide an appropriate certificate of the City certifying that the City can and covenanting that it will comply with the provisions of the Code and Regulations.

(b) The City also covenants to use its best efforts to meet the requirements and restrictions of any different or additional federal legislation which may be made applicable to the Notes provided that in meeting such requirements the City will do so only to the extent consistent with the proceedings authorizing the Notes and the laws of the State of Wisconsin and to the extent that there is a reasonable period of time in which to comply.

Section 10. Execution of the Notes; Closing; Professional Services. The Notes shall be issued in printed form, executed on behalf of the City by the manual or facsimile signatures of the Mayor and City Clerk, authenticated, if required, by the Fiscal Agent (defined below), sealed with its official or corporate seal, if any, or a facsimile thereof, and delivered to the Purchaser upon payment to the City of the purchase price thereof, plus accrued interest to the date of delivery (the "Closing"). The facsimile signature of either of the officers executing the Notes may be imprinted on the Notes in lieu of the manual signature of the officer but, unless the City has contracted with a fiscal agent to authenticate the Notes, at least one of the signatures appearing on each Note shall be a manual signature. In the event that either of the officers whose signatures appear on the Notes shall cease to be such officers before the Closing, such signatures shall, nevertheless, be valid and sufficient for all purposes to the same extent as if they had remained in office until the Closing. The aforesaid officers are hereby authorized and directed to do all acts and execute and deliver the Notes and all such documents, certificates and acknowledgements as may be necessary and convenient to effectuate the Closing. The City hereby authorizes the officers and agents of the City to enter into, on its behalf, agreements and contracts in conjunction with the Notes, including but not limited to agreements and contracts for legal, trust, fiscal agency, disclosure and continuing disclosure, and rebate calculation services. Any such contract heretofore entered into in conjunction with the issuance of the Notes is hereby ratified and approved in all respects.

Section 11. Payment of the Notes; Fiscal Agent. The principal of and interest on the Notes shall be paid by [_____, _____, _____], which is hereby appointed as the City's registrar and fiscal agent pursuant to the provisions of Section 67.10(2), Wisconsin Statutes] **OR** [the City Clerk or City Treasurer] (the "Fiscal Agent"). [The Fiscal Agency Agreement between the City and the Fiscal Agent shall be substantially in the form attached hereto as Exhibit F and incorporated herein by this reference.]

Section 12. Persons Treated as Owners; Transfer of Notes. The City shall cause books for the registration and for the transfer of the Notes to be kept by the Fiscal Agent. The person in whose name any Note shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and payment of either principal or interest on any Note shall be made only to the registered owner thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Note to the extent of the sum or sums so paid.

Any Note may be transferred by the registered owner thereof by surrender of the Note at the office of the Fiscal Agent, duly endorsed for the transfer or accompanied by an assignment duly executed by the registered owner or his attorney duly authorized in writing. Upon such transfer, the Mayor and City Clerk shall execute and deliver in the name of the transferee or transferees a new Note or Notes of a like aggregate principal amount, series and maturity and the Fiscal Agent shall record the name of each transferee in the registration book. No registration shall be made to bearer. The Fiscal Agent shall cancel any Note surrendered for transfer.

The City shall cooperate in any such transfer, and the Mayor and City Clerk are authorized to execute any new Note or Notes necessary to effect any such transfer.

Section 13. Record Date. The fifteenth day of each calendar month next preceding each interest payment date shall be the record date for the Notes (the "Record Date"). Payment of interest on the Notes on any interest payment date shall be made to the registered owners of the Notes as they appear on the registration book of the City at the close of business on the Record Date.

Section 14. Utilization of The Depository Trust Company Book-Entry-Only System. In order to make the Notes eligible for the services provided by The Depository Trust Company, New York, New York ("DTC"), the City agrees to the applicable provisions set forth in the Blanket Issuer Letter of Representations previously executed on behalf of the City and on file in the City Clerk's office.

Section 15. Payment of Issuance Expenses. The City authorizes the Purchaser to forward the amount of the proceeds of the Notes allocable to the payment of issuance expenses to KleinBank, Chaska, Minnesota at Closing for further distribution as directed by Ehlers.

Section 16. Official Statement. The Common Council hereby approves the Preliminary Official Statement with respect to the Notes and deems the Preliminary Official Statement as "final" as of its date for purposes of SEC Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities and Exchange Act of 1934 (the "Rule"). All actions taken by officers of the City in connection with the preparation of such Preliminary Official Statement and any addenda to it are hereby ratified and approved. In connection with the Closing, the appropriate City official shall certify the Preliminary Official Statement and any addenda. The City Clerk shall cause copies of the Preliminary Official Statement and any addenda to be distributed to the Purchaser.

Section 17. Undertaking to Provide Continuing Disclosure. The City hereby covenants and agrees, for the benefit of the owners of the Notes, to enter into a written undertaking (the "Undertaking") if required by the Rule to provide continuing disclosure of certain financial information and operating data and timely notices of the occurrence of certain events in accordance with the Rule. The Undertaking shall be enforceable by the owners of the Notes or by the Purchaser on behalf of such owners (provided that the rights of the owners and the Purchaser to enforce the Undertaking shall be limited to a right to obtain specific performance of the obligations thereunder and any failure by the City to comply with the provisions of the Undertaking shall not be an event of default with respect to the Notes).

To the extent required under the Rule, the Mayor and City Clerk, or other officer of the City charged with the responsibility for issuing the Notes, shall provide a Continuing Disclosure Certificate for inclusion in the transcript of proceedings, setting forth the details and terms of the City's Undertaking.

Section 18. Redemption of the Refunded Obligations. The Refunded Obligations are hereby called for prior payment and redemption on May 18, 2016 at a price of par plus accrued interest to the date of redemption.

The City hereby directs the City Clerk to work with Ehlers to cause timely notice of redemption, in substantially the form attached hereto as Exhibit [F/G] and incorporated herein by this reference (the "Notice"), to be provided at the times, to the parties and in the manner set forth on the Notice. All actions heretofore taken by the officers and agents of the City to effectuate the redemption of the Refunded Obligations are hereby ratified and approved.

Section 19. Record Book. The City Clerk shall provide and keep the transcript of proceedings as a separate record book (the "Record Book") and shall record a full and correct statement of every step or proceeding had or taken in the course of authorizing and issuing the Notes in the Record Book.

Section 20. Bond Insurance. If the Purchaser determines to obtain municipal bond insurance with respect to the Notes, the officers of the City are authorized to take all actions necessary to obtain such municipal bond insurance. The Mayor and City Clerk are authorized to agree to such additional provisions as the bond insurer may reasonably request and which are acceptable to the Mayor and City Clerk including provisions regarding restrictions on investment of Note proceeds, the payment procedure under the municipal bond insurance policy, the rights of the bond insurer in the event of default and payment of the Notes by the bond insurer and notices to be given to the bond insurer. In addition, any reference required by the bond insurer to the municipal bond insurance policy shall be made in the form of Note provided herein.

Section 21. Conflicting Resolutions; Severability; Effective Date. All prior resolutions, rules or other actions of the Common Council or any parts thereof in conflict with the provisions hereof shall be, and the same are, hereby rescinded insofar as the same may so conflict. In the event that any one or more provisions hereof shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions hereof. The foregoing shall take effect immediately upon adoption and approval in the manner provided by law.

Adopted, approved and recorded April 12, 2016.

James E. Tipple
Mayor

ATTEST:

Toni Rayala
City Clerk

(SEAL)

EXHIBIT A

Notice of Sale

To be provided by Ehlers & Associates, Inc. and incorporated into the Resolution.

(See Attached)

DRAFT

EXHIBIT B

Bid Tabulation

To be provided by Ehlers & Associates, Inc. and incorporated into the Resolution.

(See Attached)

DRAFT

EXHIBIT C

Winning Bid

To be provided by Ehlers & Associates, Inc. and incorporated into the Resolution.

(See Attached)

DRAFT

EXHIBIT D-1

Pricing Summary

To be provided by Ehlers & Associates, Inc. and incorporated into the Resolution.

(See Attached)

DRAFT

EXHIBIT D-2

Debt Service Schedule and Irrepealable Tax Levies

To be provided by Ehlers & Associates, Inc. and incorporated into the Resolution.

(See Attached)

DRAFT

[EXHIBIT MRP

Mandatory Redemption Provision

The Notes due on April 1, _____, _____, _____ and _____ (the "Term Bonds") are subject to mandatory redemption prior to maturity by lot (as selected by the Depository) at a redemption price equal to One Hundred Percent (100%) of the principal amount to be redeemed plus accrued interest to the date of redemption, from debt service fund deposits which are required to be made in amounts sufficient to redeem on April 1 of each year the respective amount of Term Bonds specified below:

For the Term Bonds Maturing on April 1, _____

<u>Redemption Date</u>	<u>Amount</u>
_____	\$ _____
_____	_____
_____	_____ (maturity)

For the Term Bonds Maturing on April 1, _____

<u>Redemption Date</u>	<u>Amount</u>
_____	\$ _____
_____	_____
_____	_____ (maturity)

For the Term Bonds Maturing on April 1, _____

<u>Redemption Date</u>	<u>Amount</u>
_____	\$ _____
_____	_____
_____	_____ (maturity)

For the Term Bonds Maturing on April 1, _____

<u>Redemption Date</u>	<u>Amount</u>
_____	\$ _____
_____	_____
_____	_____ (maturity)]

EXHIBIT E

(Form of Note)

REGISTERED UNITED STATES OF AMERICA DOLLARS
STATE OF WISCONSIN
MARATHON COUNTY
NO. R-____ CITY OF WAUSAU \$_____
GENERAL OBLIGATION PROMISSORY NOTE, SERIES 2016A

MATURITY DATE: ORIGINAL DATE OF ISSUE: INTEREST RATE: CUSIP:
April 1, _____ May 10, 2016 _____% _____

DEPOSITORY OR ITS NOMINEE NAME: CEDE & CO.

PRINCIPAL AMOUNT: _____ THOUSAND DOLLARS
(\$_____)

FOR VALUE RECEIVED, the City of Wausau, Marathon County, Wisconsin (the "City"), hereby acknowledges itself to owe and promises to pay to the Depository or its Nominee Name (the "Depository") identified above (or to registered assigns), on the maturity date identified above, the principal amount identified above, and to pay interest thereon at the rate of interest per annum identified above, all subject to the provisions set forth herein regarding redemption prior to maturity. Interest shall be payable semi-annually on April 1 and October 1 of each year commencing on April 1, 2017 until the aforesaid principal amount is paid in full. Both the principal of and interest on this Note are payable to the registered owner in lawful money of the United States. Interest payable on any interest payment date shall be paid by wire transfer to the Depository in whose name this Note is registered on the Bond Register maintained by [_____, _____, _____] **OR** [the City Clerk or City Treasurer] (the "Fiscal Agent") or any successor thereto at the close of business on the 15th day of the calendar month next preceding the semi-annual interest payment date (the "Record Date"). This Note is payable as to principal upon presentation and surrender hereof at the office of the Fiscal Agent.

For the prompt payment of this Note together with interest hereon as aforesaid and for the levy of taxes sufficient for that purpose, the full faith, credit and resources of the City are hereby irrevocably pledged.

This Note is one of an issue of Notes aggregating the principal amount of \$8,825,000, all of which are of like tenor, except as to denomination, interest rate, maturity date and redemption provision, issued by the City pursuant to the provisions of Section 67.12(12), Wisconsin Statutes, for public purposes, including paying the cost of Wisconsin Department of Transportation projects, street, sidewalk, storm sewer and other street improvements and extensions, airport hangar and runway improvement projects, athletic park improvements, acquiring land for street uses, law enforcement software and playground equipment, providing financial assistance to Tax Incremental District projects, and refunding certain outstanding obligations of the City, all as authorized by resolutions of the Common Council duly adopted by said governing body at meetings held on March 22, 2016 and April 12, 2016. Said resolutions are recorded in the official minutes of the Common Council for said dates.

The Notes maturing on April 1, 2024 and thereafter are subject to redemption prior to maturity, at the option of the City, on April 1, 2023 or on any date thereafter. Said Notes are redeemable as a whole or in part, and if in part, from maturities selected by the City and within each maturity, by lot (as selected by the Depository), at the principal amount thereof, plus accrued interest to the date of redemption.

[The Notes maturing in the years _____, _____ and _____ are subject to mandatory redemption by lot as provided in the resolution awarding the sale of the Notes at the redemption price of par plus accrued interest to the date of redemption and without premium.]

In the event the Notes are redeemed prior to maturity, as long as the Notes are in book-entry-only form, official notice of the redemption will be given by mailing a notice by registered or certified mail, overnight express delivery, facsimile transmission, electronic transmission or in any other manner required by the Depository, to the Depository not less than thirty (30) days nor more than sixty (60) days prior to the redemption date. If less than all of the Notes of a maturity are to be called for redemption, the Notes of such maturity to be redeemed will be selected by lot. Such notice will include but not be limited to the following: the designation, date and maturities of the Notes called for redemption, CUSIP numbers, and the date of redemption. Any notice provided as described herein shall be conclusively presumed to have been duly given, whether or not the registered owner receives the notice. The Notes shall cease to bear interest on the specified redemption date provided that federal or other immediately available funds sufficient for such redemption are on deposit at the office of the Depository at that time. Upon such deposit of funds for redemption the Notes shall no longer be deemed to be outstanding.

It is hereby certified and recited that all conditions, things and acts required by law to exist or to be done prior to and in connection with the issuance of this Note have been done, have existed and have been performed in due form and time; that the aggregate indebtedness of the City, including this Note and others issued simultaneously herewith, does not exceed any limitation imposed by law or the Constitution of the State of Wisconsin; and that a direct annual irrepealable tax has been levied sufficient to pay this Note, together with the interest thereon, when and as payable.

This Note is transferable only upon the books of the City kept for that purpose at the office of the Fiscal Agent, only in the event that the Depository does not continue to act as depository for the Notes, and the City appoints another depository, upon surrender of the Note to the Fiscal Agent, by the registered owner in person or his duly authorized attorney, together with a written instrument of transfer (which may be endorsed hereon) satisfactory to the Fiscal Agent duly executed by the registered owner or his duly authorized attorney. Thereupon a new fully registered Note in the same aggregate principal amount shall be issued to the new depository in exchange therefor and upon the payment of a charge sufficient to reimburse the City for any tax, fee or other governmental charge required to be paid with respect to such registration. The Fiscal Agent shall not be obliged to make any transfer of the Notes (i) after the Record Date, (ii) during the fifteen (15) calendar days preceding the date of any publication of notice of any proposed redemption of the Notes, or (iii) with respect to any particular Note, after such Note has been called for redemption. The Fiscal Agent and City may treat and consider the Depository in whose name this Note is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes whatsoever. The Notes are issuable solely as negotiable, fully-registered Notes without coupons in the denomination of \$5,000 or any integral multiple thereof.

[This Note shall not be valid or obligatory for any purpose until the Certificate of Authentication hereon shall have been signed by the Fiscal Agent.]

No delay or omission on the part of the owner hereof to exercise any right hereunder shall impair such right or be considered as a waiver thereof or as a waiver of or acquiescence in any default hereunder.

IN WITNESS WHEREOF, the City of Wausau, Marathon County, Wisconsin, by its governing body, has caused this Note to be executed for it and in its name by the manual or facsimile signatures of its duly qualified Mayor and City Clerk; and to be sealed with its official or corporate seal, if any, all as of the original date of issue specified above.

CITY OF WAUSAU,
MARATHON COUNTY, WISCONSIN

By: _____
James E. Tipple
Mayor

(SEAL)

By: _____
Toni Rayala
City Clerk

DRAFT

[Date of Authentication: _____, _____]

CERTIFICATE OF AUTHENTICATION

This Note is one of the Notes of the issue authorized by the within-mentioned resolutions of the City of Wausau, Wisconsin.

_____,
_____,

By _____
Authorized Signatory]

DRAFT

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

(Name and Address of Assignee)

(Social Security or other Identifying Number of Assignee)

the within Note and all rights thereunder and hereby irrevocably constitutes and appoints _____, Legal Representative, to transfer said Note on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

(e.g. Bank, Trust Company
or Securities Firm)

(Depository or Nominee Name)

NOTICE: This signature must correspond with the name of the Depository or Nominee Name as it appears upon the face of the within Note in every particular, without alteration or enlargement or any change whatever.

(Authorized Officer)

[EXHIBIT F

Fiscal Agency Agreement

(See Attached)]

DRAFT

EXHIBIT [F/G]

NOTICE OF REDEMPTION*

JPMorgan Chase Bank, N.A.
111 East Wisconsin Avenue, 16th Floor
Milwaukee, WI 53202

Re: City of Wausau
Marathon County, Wisconsin
General Obligation Promissory Notes, Series 2008A
Dated June 26, 2008

Notice is hereby given that the Notes of the above-referenced issue which mature on the date, in the amount, and bear interest at the rate as set forth below have been called by the City for redemption on May 18, 2016 at a redemption price equal to 100% of the principal amount thereof plus accrued interest to the date of redemption:

<u>Maturity Date</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
04/01/2018	\$1,330,000	3.55%

Upon presentation and surrender of said Notes, at the office of the City Treasurer located at 407 Grant Street, Wausau, WI 54403, you will be paid the principal amount of such Notes and accrued interest to the date of redemption. Please also provide a fully-executed W-9 Taxpayer Identification Number Certificate.

Such Notes will cease to bear interest on May 18, 2016.

Very truly yours,

City of Wausau

Dated _____

* To be provided by first class mail, not less than thirty (30) days nor more than sixty (60) days prior to May 18, 2016 to the registered owner of the Obligations.

**ADDENDUM DATED APRIL 6, 2016
TO PRELIMINARY OFFICIAL STATEMENT DATED APRIL 4, 2016**

New Issue

Rating: Moody's Investors Service

**CITY OF WAUSAU, WISCONSIN
(Marathon County)**

**\$8,825,000*GENERAL OBLIGATION PROMISSORY NOTES, SERIES 2016A
\$6,630,000*GENERAL OBLIGATION CORPORATE PURPOSE BONDS,
SERIES 2016B**

PROPOSAL OPENING: April 12, 2016, 10:00 a.m.

The 2009 Notes were omitted from the debt schedule included in the Preliminary Official Statement. The debt schedule has been updated and the affected pages of the Preliminary Official Statement are attached hereto.



DEBT

DIRECT DEBT¹ (includes the Obligations of these issues and excludes the refunded Obligations) -

General Obligation Debt (see schedules following)

Total General Obligation Debt	<u>\$ 67,303,575</u>
-------------------------------	----------------------

¹ Outstanding debt is as of the dated date of the Obligations.

CITY OF WAUSAU, WISCONSIN
Schedule of Bonded Indebtedness
General Obligation Debt
(As of May 10, 2016)

Dated Amount	Notes Series 2009		Notes Series 2010A		Taxable GO Notes Series 2010B		Notes Series 2011A		Taxable Notes Series 2012A		Notes Series 2012B		Notes		Notes			
	8/18/2009	4/1	6/24/2010	4/1	6/24/2010	4/1	8/2/2011	4/1	4/5/2012	4/1	4/5/2012	4/1	8/21/2012	4/5/2012	8/21/2012	4/5/2012		
Maturity																		
	Principal	Interest	Principal	Interest	Principal	Interest	Principal	Interest	Principal	Interest	Principal	Interest	Principal	Interest	Principal	Interest		
2016		16,988																
2017	410,000	28,850	520,000	29,513	285,000	4,774	770,000	42,647	265,000	18,956	1,600,000	86,056	1,600,000	156,113	1,600,000	156,113		
2018	410,000	18,088	530,000	38,870	270,000	29,913	770,000	62,194	270,000	29,913	1,615,000	123,963	1,615,000	123,963	1,615,000	123,963		
2019	415,000	6,225	535,000	23,958	280,000	24,413	770,000	45,831	280,000	24,413	1,575,000	92,063	1,575,000	92,063	1,575,000	92,063		
2020			540,000	8,100	285,000	18,406	765,000	28,084	285,000	18,406	1,595,000	58,369	1,595,000	58,369	1,595,000	58,369		
2021					290,000	11,575	760,000	9,500	290,000	11,575	1,005,000	27,863	1,005,000	27,863	1,005,000	27,863		
2022					300,000	3,975			300,000	3,975	510,000	7,650	510,000	7,650	510,000	7,650		
2023																		
2024																		
2025																		
2026																		
2027																		
2028																		
2029																		
2030																		
2031																		
2032																		
2033																		
2034																		
2035																		
2036																		
TOTAL	1,235,000	70,150	2,125,000	152,965	285,000	9,548	3,835,000	265,860	1,690,000	142,500	7,900,000	552,075	7,900,000	552,075	1,355,575	7,466	358,000	54,148

continued on next page

CITY OF WAUSAU, WISCONSIN
Schedule of Bonded Indebtedness
General Obligation Debt
(As of May 10, 2016)

Dated Amount	Notes Series 2013A		Note-Foundation		Notes Series 2013B		Pool Bonds Series 2013C		Note-Foundation		Notes Series 2014A		Bonds Series 2014B	
	7/2/2013	4/1	8/16/2013	6/30	7/2/2013	4/1	12/3/2013	4/1	3/17/2014	6/30	9/25/2014	4/1	9/25/2014	4/1
	\$5,365,000		\$750,000		\$630,000		\$3,410,000		\$190,000		\$6,405,000		\$1,495,000	
Maturity	4/1		6/30		4/1		4/1		6/30		4/1		4/1	
Fiscal Year Ending	Principal	Interest	Principal	Interest	Principal	Interest	Principal	Interest	Principal	Interest	Principal	Interest	Principal	Interest
2016		39,025		20,625		4,634		46,750		5,225		48,700		18,088
2017	525,000	72,800		20,625	65,000	8,861	170,000	91,800		5,225	1,040,000	81,800	100,000	35,175
2018	525,000	62,300	750,000	23,224	65,000	7,935	170,000	88,400		5,225	605,000	60,150	100,000	33,175
2019	525,000	51,800			65,000	6,798	170,000	85,000	190,000	3,722	620,000	47,900	105,000	31,125
2020	520,000	41,350			60,000	5,520	170,000	80,750			400,000	37,700	105,000	29,025
2021	520,000	30,950			60,000	4,125	170,000	75,650			410,000	29,600	110,000	26,875
2022	515,000	20,600			60,000	2,580	170,000	70,550			415,000	21,350	115,000	24,625
2023	515,000	7,725			60,000	885	170,000	65,450			425,000	12,950	115,000	22,325
2024							170,000	60,350			435,000	4,350	115,000	19,738
2025							170,000	55,250					120,000	16,800
2026							170,000	49,725					120,000	13,500
2027							170,000	43,775					125,000	9,825
2028							170,000	37,400					130,000	6,000
2029							170,000	30,600					135,000	2,025
2030							170,000	23,800						
2031							170,000	17,000						
2032							170,000	10,200						
2033							170,000	3,400						
2034														
2035														
2036														
TOTAL	3,645,000	326,550	750,000	64,474	435,000	41,338	2,890,000	935,850	190,000	19,397	4,350,000	344,500	1,495,000	288,300

continued on next page

CITY OF WAUSAU, WISCONSIN
Schedule of Bonded In Debtedness
General Obligation Debt
(As of May 10, 2016)

Dated Amount	Notes Series 2015A		Bonds Series 2015B		Taxable Bonds Series 2015C		State Trust Fund Loan		Notes Series 2016A 1)		Bonds Series 2016B	
	8/6/2015	4/1	8/6/2015	4/1	8/6/2015	4/1	9/29/2015	3/15	5/10/2016	4/1	5/10/2016	4/1
	\$3,930,000		\$5,705,000		\$2,655,000		\$4,000,000		\$8,825,000		\$6,630,000	
Maturity	4/1	4/1	4/1	4/1	4/1	4/1	3/15	4/1	4/1	4/1	4/1	4/1
Fiscal Year Ending												
2016		29,785		75,061	44,078							
2017	370,000	57,998	120,000	148,923	88,155		337,474	189,836	1,375,000	189,323	150,000	221,493
2018	380,000	54,430	305,000	144,673	85,605		408,278	119,032	1,250,000	119,290	50,000	157,848
2019	385,000	50,029	310,000	138,523	80,430		421,547	105,763	795,000	106,225	370,000	154,958
2020	385,000	44,831	315,000	132,273	75,105		434,995	92,315	810,000	94,383	375,000	149,461
2021	390,000	38,920	315,000	125,185	69,630		449,385	77,925	820,000	81,545	380,000	143,515
2022	400,000	32,100	330,000	117,123	64,005		463,990	63,320	830,000	67,930	385,000	137,203
2023	410,000	24,300	330,000	109,079	58,230		479,069	48,241	850,000	53,013	395,000	130,276
2024	420,000	15,475	345,000	100,848	52,305		494,550	32,761	860,000	36,335	400,000	122,523
2025	430,000	5,375	350,000	92,160	46,025		510,712	16,598	885,000	17,785	410,000	113,913
2026			360,000	82,385	39,090				350,000	4,025	420,000	104,573
2027			370,000	71,435	31,530						435,000	94,196
2028			385,000	60,110	23,370						445,000	82,643
2029			390,000	48,485	14,495						455,000	70,265
2030			405,000	36,358	4,938						465,000	56,920
2031			170,000	27,445							190,000	42,428
2032			180,000	22,020							190,000	31,823
2033			180,000	16,440							195,000	25,469
2034			190,000	10,325							200,000	18,753
2035			200,000	3,500							210,000	11,575
2036											215,000	3,924
TOTAL	3,570,000	353,243	5,550,000	1,562,348	2,655,000	776,990	4,000,000	745,791	8,825,000	769,863	6,630,000	1,873,754

1) Current Refunds the 2017-2018 maturities of the 2008 Notes

continued on next page

CITY OF WAUSAU, WISCONSIN
Schedule of Bonded In Debtedness
General Obligation Debt
(As of May 10, 2016)

Taxable Bonds
Series 2016C

Dated Amount	5/10/2016		Fiscal Year Ending	Total Principal	Total Interest	Principal & Interest	Principal Outstanding	Principal %Paid	Year
	Amount	Maturity							
	\$4,755,000	4/1							
2016			0	544,476	544,476	67,303,575	0.00%	2016	
2017	315,000	154,131	8,553,049	1,734,834	10,287,884	58,750,526	12.71%	2017	
2018	325,000	105,384	8,688,278	1,349,541	10,047,819	50,052,247	25.63%	2018	
2019	515,000	98,036	8,221,547	1,162,641	9,384,188	41,830,700	37.85%	2019	
2020	525,000	87,524	7,464,995	993,041	8,458,036	34,365,705	48.94%	2020	
2021	525,000	75,659	6,747,385	833,440	7,580,824	27,618,321	58.96%	2021	
2022	525,000	62,980	5,208,990	695,990	5,904,980	22,409,331	66.70%	2022	
2023	525,000	49,803	4,469,069	582,276	5,051,345	17,940,262	73.34%	2023	
2024	575,000	35,713	4,014,550	480,396	4,494,945	13,925,712	79.31%	2024	
2025	575,000	20,331	3,655,712	384,237	4,039,949	10,270,000	84.74%	2025	
2026	50,000	11,713	1,685,000	305,010	1,990,010	8,585,000	87.24%	2026	
2027	50,000	10,225	1,370,000	260,986	1,630,986	7,215,000	89.28%	2027	
2028	50,000	8,650	1,410,000	218,173	1,628,173	5,805,000	91.37%	2028	
2029	50,000	6,988	1,440,000	172,858	1,612,858	4,365,000	93.51%	2029	
2030	50,000	4,950	1,340,000	126,965	1,466,965	3,025,000	95.51%	2030	
2031	50,000	2,850	875,000	89,723	964,723	2,150,000	96.81%	2031	
2032	50,000	963	590,000	65,005	655,005	1,560,000	97.68%	2032	
2033			545,000	45,309	590,309	1,015,000	98.49%	2033	
2034			390,000	29,078	419,078	625,000	99.07%	2034	
2035			410,000	15,075	425,075	215,000	99.68%	2035	
2036			215,000	3,924	218,924	0	100.00%	2036	
TOTAL			67,303,575	10,092,975	77,396,550				

DEBT LIMIT

The constitutional and statutory general obligation debt limit for most Wisconsin municipalities, including towns, cities, villages, and counties (Article XI, Section 3 of the Wisconsin Constitution and Section 67.03, Wisconsin Statutes) is 5% of the current equalized value.

Equalized Value	\$ 2,633,849,300
Multiply by 5%	<u>0.05</u>
Statutory Debt Limit	\$ 131,692,465
Less: General Obligation Debt	<u>(67,303,575)</u>
Unused Debt Limit	<u>\$ 64,388,890</u>

OVERLAPPING DEBT¹

Taxing District	2015 Equalized Value	% In City	Total G.O. Debt	City's Proportionate Share
Marathon County	\$ 9,852,982,500	26.7315%	\$ 11,125,000	\$ 2,973,879
North Central Technical College	15,995,685,940	16.4660%	24,315,000	4,003,708
Wausau School District	3,984,264,296	63.1638%	78,210,000	49,400,408
DC Everest Area School District	2,462,174,136	4.7615%	28,960,000	<u>1,378,930</u>
City's Share of Total Overlapping Debt				<u>\$57,756,926</u>

¹ Overlapping debt is as of the dated date of the Obligations. Only those taxing jurisdictions with general obligation debt outstanding are included in this section.

DEBT RATIOS

	G.O. Debt	Debt/Equalized Value \$2,633,849,300	Debt/ Per Capita 39,063¹
Total General Obligation Debt	\$ 67,303,575	2.56%	\$ 1,722.95
City's Share of Total Overlapping Debt	<u>57,756,926</u>	<u>2.19%</u>	<u>1,478.56</u>
Total	\$ 125,060,501	4.75%	\$ 3,201.51

DEBT PAYMENT HISTORY

The City has no record of default in the payment of principal and interest on its debt.

FUTURE FINANCING

Other than the \$4.7 million Taxable General Obligation Community Development Bonds, Series 2016C being issued simultaneously with these Obligations, the City is also in the process of purchasing ½ a block in the downtown from McDevco for \$1,610,000. This purchase will be funded by the Judd S Alexander Foundation in the form of a 10 year interest only loan with a principal payment in full at the end of the term.

In addition, the City will likely go to the State Trust Fund for Water and Sewer Utility needs in the next couple of months.

Finally, the City is looking at purchasing 205 acres of land for business park expansion for \$1,640,000 to be funded over two years with approximately \$820,000 due at closing and the second payment due in 2017.

¹ Estimated 2015 population.



411 East Wisconsin Avenue
Suite 2350
Milwaukee, Wisconsin 53202-4426
414.277.5000
Fax 414.271.3552
www.quarles.com

Attorneys at Law in
Chicago
Indianapolis
Madison
Milwaukee
Naples
Phoenix
Scottsdale
Tampa
Tucson
Washington, D.C.

April 5, 2016

VIA EMAIL AND REGULAR MAIL

Ms. Maryanne A. Groat
Finance Director/Treasurer
City of Wausau
407 Grant Street
Wausau, WI 54403

Scope of Engagement Re: Proposed Issuance of \$8,825,000 City of Wausau (the "City")
General Obligation Promissory Notes, Series 2016A

Dear Ms. Groat:

We are pleased to be working with you again as the City's bond counsel.

The purpose of this letter is to set forth the role we propose to serve and responsibilities we propose to assume as bond counsel in connection with the issuance of the above-referenced Notes (the "Securities") by the City.

Role of Bond Counsel

Bond counsel is engaged as a recognized independent expert whose primary responsibility is to render an objective legal opinion with respect to the authorization and issuance of municipal obligations. If you desire additional information about the role of bond counsel, we would be happy to provide you with a copy of a brochure prepared by the National Association of Bond Lawyers.

As bond counsel we will: examine applicable law; prepare authorizing and closing documents; consult with the parties to the transaction, including the City's financial advisor or underwriter or placement agent, prior to the issuance of the Securities; review certified proceedings; and undertake such additional duties as we deem necessary to render the opinion. As bond counsel, we do not advocate the interests of the City or any other party to the transaction. We assume that the parties to the transaction will retain such counsel as they deem necessary and appropriate to represent their interests in this transaction.

Subject to the completion of proceedings to our satisfaction, we will render our opinion that:

- 1) the Securities are valid and binding general obligations of the City;
- 2) all taxable property in the territory of the City is subject to ad valorem taxation without limitation as to rate or amount to pay the Securities; and

- 3) the interest paid on the Securities will be excludable from gross income for federal income tax purposes (subject to certain limitations which may be expressed in the opinion).

The opinion will be executed and delivered by us in written form on the date the Securities are exchanged for their purchase price (the "Closing") and will be based on facts and law existing as of its date. Upon delivery of the opinion, our responsibilities as bond counsel will be concluded with respect to this financing; specifically, but without implied limitation, we do not undertake (unless separately engaged) to provide any post-closing compliance services including any assistance with the City's continuing disclosure commitment, ongoing advice to the City or any other party concerning any actions necessary to assure that interest paid on the Securities will continue to be excluded from gross income for federal income tax purposes, or participating in an Internal Revenue Service, Securities Exchange Commission or other regulatory body survey or investigation regarding or audit of the Securities.

In rendering the opinion, we will rely upon the certified proceedings and other certifications of public officials and other persons furnished to us without undertaking to verify the same by independent investigation.

The services we will provide under this engagement are strictly limited to legal services. We are neither qualified nor engaged to provide financial advice and we will make no representation about the desirability of the proposed plan of finance, the feasibility of the projects financed or refinanced by the Securities, or any related matters.

Diversity of Practice; Consent to Unrelated Engagements

Because of the diversity of practice of our firm, members of our firm other than those who serve you may be asked to represent other clients who have dealings with the City regarding such matters as zoning, licensing, land division, real estate, property tax or other matters which are unrelated to our bond counsel work. Ethical requirements sometimes dictate that we obtain the City's consent to such situations even though our service to you is limited to the specialized area of bond counsel. We do not represent you in legal matters regularly, although we may be called upon for special representation occasionally, and our bond counsel work does not usually provide us information that will be disadvantageous to you in other representations. We do not believe that such representations of others would adversely affect our relationship with you, and we have found that local governments generally are agreeable to the type of unrelated representation described above. We would like to have an understanding with you that the City consents to our firm undertaking representations of this type. Your approval of this letter will serve to confirm that the City has no objection to our representation of other clients who have dealings with the City, unrelated to the borrowing and finance area or any other area in which we have agreed to serve it. If you have any questions or would like to discuss this consent further, please call us.

We also want to advise you that from time to time we represent underwriters and purchasers of municipal obligations, as well as other bond market participants. In past transactions or matters that are not related to the issuance of the Securities and our role as bond counsel, we may have served as counsel to the financial institution that has or will underwrite, purchase or place the

Securities or that is serving as the City's financial advisor. We may also be asked to represent financial institutions and other market participants, including the underwriter, purchaser or placement agent of the Securities or the City's financial advisor, in future transactions or matters that are not related to the issuance of the Securities or our role as bond counsel. By engaging our services under the terms of this letter, the City consents to our firm undertaking representations of this type.

A form of our opinion and a form of a Continuing Disclosure Certificate (which we may prepare) may be included in the Official Statement or other disclosure document for the Securities. However, as bond counsel, we will not assume or undertake responsibility for the preparation of an Official Statement or other disclosure document with respect to the Securities, nor are we responsible for performing an independent investigation to determine the accuracy, completeness or sufficiency of any such document. If an Official Statement or other disclosure document is prepared and adopted or approved by the City, we will either prepare or review any description therein of: (i) Wisconsin and federal law pertinent to the validity of the Securities and the tax treatment of interest paid thereon and (ii) our opinion.

Fees

Based upon: (i) our current understanding of the terms, structure, size and schedule of the financing, (ii) the duties we will undertake pursuant to this letter, (iii) the time we anticipate devoting to the financing, and (iv) the responsibilities we assume, we estimate that our fee as bond counsel would be \$9,600 including all out-of-pocket expenses, including travel costs, photocopying, faxes, deliveries, filing fees, and other necessary office disbursements. Such fee and expenses may vary: (i) if the principal amount of Securities actually issued differs significantly from the amount stated above, (ii) if material changes in the structure of the financing occur, or (iii) if unusual or unforeseen circumstances arise which require a significant increase in our time, expenses or responsibility. Our fees and expenses may increase if the Securities are insured by a municipal bond insurance company, as municipal bond insurance companies require additional opinions and documents. If at any time we believe that circumstances require an adjustment of our original fee estimate, we will consult with you. It is our understanding that the City is responsible for our fee.

If, for any reason, the financing is not consummated or is completed without the rendition of our opinion as bond counsel, we will expect to be compensated at our normal hourly rates for time actually spent, plus out-of-pocket expenses. Our fee is usually paid either at the Closing out of proceeds of the Securities or pursuant to a statement rendered shortly thereafter. We customarily do not submit any statement until the Closing unless there is a substantial delay in completing the financing.

Limited Liability Partnership

Our firm is a limited liability partnership ("LLP"). Because we are an LLP, no partner of the firm has personal liability for any debts or liabilities of the firm except as otherwise required by law, and except that each partner can be personally liable for his or her own malpractice and for the malpractice of persons acting under his or her actual supervision and control. As an LLP we are required by our code of professional conduct to carry at least \$10,000,000 of malpractice insurance;

Ms. Maryanne A. Groat
April 5, 2016
Page 4

currently, we carry coverage with limits substantially in excess of that amount. Please call me if you have any questions about our status as a limited liability partnership.

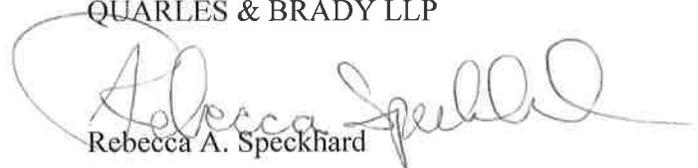
Conclusion and Request for Signed Copy

If the foregoing terms of this engagement are acceptable to you, please so indicate by returning the enclosed copy of this letter dated and signed by an appropriate officer, retaining the original for your files. If we do not hear from you within thirty (30) days, we will assume that these terms are acceptable to you, but we would prefer to receive a signed copy of this letter from you.

We are looking forward to working with you and the City in this regard.

Very truly yours,

QUARLES & BRADY LLP



Rebecca A. Speckhard

RAS:TAB:meg
Enclosures
#940025.00015

cc: Ms. Toni Rayala (via email)
Ms. Mary Goede (via email)
Anne Jacobson, Esq. (via email)
Mr. Phil Cosson (via email)
Mr. James A. Mann (via email)
Ms. Kathy Myers (via email)
Ms. Sue Porter (via email)
Ms. Mary Zywiec (via email)
Mr. Brendan Leonard (via email)

Accepted and Approved:

CITY OF WAUSAU

By: _____

Its: _____

Title

Date: _____

Private Activity and Other Tax Matters Questionnaire

City of Wausau, Wisconsin ("Issuer") General Obligation Promissory Notes, Series 2016A ("Obligations")

In anticipation of the Issuer's upcoming borrowing, we ask that you answer the questions below which will help us determine whether the borrowing qualifies for tax-exempt financing and what special treatment the Issuer or Obligations may qualify for under the Internal Revenue Code (the "Code") and applicable Treasury Regulations (the "Regulations"). Please direct any questions to any of the Public Finance attorneys at Quarles & Brady LLP at 414-277-5000.

I. Private Activity: Subject to specific exceptions provided for in the Code, the interest on municipal obligations which finance private activities or provide special benefits to private entities is taxable. Please note that for purposes of this questionnaire, a "**Non-Governmental Entity**" means any person, partnership, corporation or other organization that is not a state, city, village, town, county, school district, technical college district or other special district or joint powers authority. The federal government is a Non-Governmental Entity. A 501(c)(3) organization is also a Non-Governmental Entity.

1. Description of the project(s) to be financed or refinanced with the proceeds of the Obligations: (a) Wisconsin Department of Transportation projects, street, sidewalk, storm sewer and other street improvements and extensions, airport hangar and runway improvement projects, athletic park improvements, acquiring land for street uses, law enforcement software and playground equipment, providing financial assistance to Tax Incremental District projects (see attached project list), and

(b) Wisconsin Department of Transportation projects; other curb, gutter, and pavement projects; street reconstruction; storm sewer projects; land acquisition for street expansion and improvements; improvements to public parking lots; the purchase of buses; and construction of and improvements to the Rivers Edge Trail (originally financed by the General Obligation Promissory Notes, Series 2008A, dated June 26, 2008 and capital projects refunded by the General Obligation Promissory Notes, Series 2000A, dated April 1, 2000 and General Obligation Promissory Notes, Series 2001A, dated April 1, 2001 (collectively, the "Project").

YES NO

a. Does the above description accurately and completely describe the project(s) to be financed with proceeds of the Obligations? **If NO, please make appropriate changes in the language above.**

YES NO

2. Except as described on the attached Schedule, will any portion of the Project be owned by, or leased (or subleased) to, or sold to a Non-Governmental Entity? **If YES, attach a description of the planned sale or lease.**

YES NO

3. Will any portion of the Project be managed (pursuant to a management contract or incentive payment contract) by a Non-Governmental Entity? **If YES, attach a copy of the operating or management contract.**

YES NO

4. Will any portion of the Project be used for research or testing pursuant to an agreement with a Non-Governmental Entity? **If YES, attach a copy of the agreement.**

YES NO

5. Except as described on the attached Schedule, will any Non-Governmental Entity have a right to use the Project or purchase output from the Project through any procedure or contract which gives preference to that customer over any other? **If YES, attach a description of the arrangement that includes the following:**

a. **Customer name.**

b. **Percentage of annual revenue of the Project attributable to the customer.**

YES NO

6. Except as described on the attached Schedule, are there or will there be any informal agreements, historical arrangements, or other arrangements, written or oral, that convey special legal entitlements to a Non-Governmental Entity, such as granting priority rights or capacity rights to use the Project or granting naming rights to the Project? **If YES, attach a description of the arrangement.**

YES NO

7. Will any Non-Governmental Entity, receive a special economic benefit from the Project, such as what might occur if the Project is not available for general public use and is functionally related to property used in the trade or business of a Non-Governmental Entity or benefits a small number of nongovernmental persons? **If YES, attach a description of the arrangement.**

YES NO

8. a. Except as described on the attached Schedule, is there any portion of the Project that is used by private entities or organizations rather than by members of the general public or by employees (or, in the case of school facilities, students) of the Issuer? **If YES, please attach a description of such use.**

YES NO

b. Do all members of the general public who use the Project use it on the same basis (for example, a "first come, first served" basis or pursuant to a standard rate schedule)? **If NO, please attach a description of the basis of the use of the project.**

YES NO

9. Are there any contracts for incidental uses of the Project (e.g., pay telephones, vending machines, newsstands, etc.) by Non-Governmental Entities? **If YES, attach a description of the contracts.**

YES NO

10. Will any portion of the proceeds from the proposed borrowing be loaned to any other person or entity? **If YES, attach a description of the loan program.**

YES NO

11. Except as described on the attached Schedule, will a Non-Governmental Entity make payments to the municipality for use of the Project in a manner other than through uniformly applied rates or generally applied taxes? **If YES, attach a description of the payment obligation.**

YES NO

12. Is the payment of any portion of the debt service on the proposed issue secured (directly or indirectly) by a guarantee from a Non-Governmental Entity or a pledge of private property, pursuant to a development agreement or other arrangement? **If YES, attach a description of the agreement or arrangement.**

YES NO

13. Is any of the Project or portion of the Project expected to be sold or otherwise disposed of before the last maturity date of the Obligations and any anticipated refinancings thereof?

YES NO

14. Are there any other facts and circumstances regarding the construction, operation, or use of the project by a Non-Governmental Entity? Please describe: _____

II. Reimbursement: Subject to specific exceptions provided for in the Regulations (the "Reimbursement Regulations"), the interest on municipal obligations which reimburse prior expenditures is taxable. By answering the questions below, you will assist us in determining whether the Reimbursement Regulations have been followed.

YES NO

1. Have any of the costs of the Project been paid prior to the date hereof? **If YES, please list the amount, purpose and date of payment of those previous expenditures which you expect to reimburse with proceeds of the Obligations:**

<u>Amount</u>	<u>Date of Payment</u>	<u>Purpose</u>
\$ _____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

YES NO

2. If the answer to Question 1 above is "yes," has the governing body at any time adopted a resolution authorizing borrowing for the Project or declaring intent to reimburse or made a declaration of its intent pursuant to a resolution delegating authority to make declarations of intent to finance all or a portion of the Project with the proceeds of the Obligations or other borrowed money? **If YES, attach a copy of applicable Resolution or other evidence of declaration of official intent and indicate the date of its adoption or indicate such Resolution has been provided previously to Quarles & Brady LLP.**

III. Project Timeline: Generally, the IRS arbitrage rules found in the Code and Regulations limit the investment of the proceeds of tax-exempt obligations. However, if certain tests are met, the proceeds are permitted to be invested for a "temporary period". By answering the questions below, we will be able to determine whether the proceeds of the Obligations qualify for a temporary period.

YES NO

1. Have you previously or will you within six months enter into contracts requiring payment of at least 5% of the proceeds of the Obligations for the Project?

YES NO

2. Have you or will you commence work on the Project and continue to work on the Project until it is complete?

YES NO

3. Do you expect to spend all of the proceeds of the Obligations for the Project within three years?

IV. Rebate of Investment Earnings: The basic IRS rebate requirement is that an issuer of tax-exempt obligations must pay to the United States the amount by which the investment earnings on the gross proceeds of any borrowings exceed the amount which would have been earned if the proceeds were invested at the yield on those obligations, plus any earnings on such excess. The rebate amount is required to be calculated and paid to the United States at least every five years. However, there are several exceptions to the rebate requirement. By answering the questions below, we will be able to determine whether you might qualify for an exception. Note: the exceptions to rebate are based on actual facts, not expectations, so the determination of whether an exception applies will only be certain at a future time.

YES NO

1. Six Month Expenditure Exception: Do you expect to spend all of the new money proceeds of the Obligations within 6 months?

YES NO

2. Eighteen Month Expenditure Exception: Do you expect to spend all of the new money proceeds of the Obligations within 18 months pursuant to the following schedule:

- a. at least 15 percent within six months of the date of issue;
- b. at least 60 percent within 12 months of the date of issue; and,
- c. 100 percent within 18 months of the date of issue?

3. Two Year Expenditure Exception.

YES NO

a. Are at least 75% of the new money proceeds of the Obligations to be used to finance construction expenditures?

YES NO

b. If the answer to 4(a) is "yes", do you expect to spend the new money proceeds of the Obligations within 2 years pursuant to the following schedule:

- (1) 10% within the six-month period beginning on the date the obligations were issued;
- (2) 45% within the one-year period beginning on the date the obligations were issued;
- (3) 75% within the eighteen-month period beginning on the date the obligations were issued; and,
- (4) 100% within the two-year period beginning on the date the obligations were issued.

V. **Remaining Proceeds:** Please identify the amount of any unspent proceeds of the outstanding obligations to be refunded (*if none, please indicate none*): _____

VI. **IRS Audits:** Have the outstanding obligations to be refunded or any prior issue(s) that were refunded by the outstanding obligations to be refunded been subject to an IRS audit?

YES NO

If YES, please provide a brief description and attach the audit and response.

ACKNOWLEDGEMENT AND SIGNATURE

I hereby certify that I am an authorized representative of the Issuer, and that I am authorized by the Issuer to execute this Questionnaire. I am charged with the responsibility to perform such acts as are necessary and proper for the financing, refinancing, construction, acquisition and/or improvement of the Project, and I am acting on behalf of the Issuer in executing this Questionnaire. I certify that I am familiar with the Project and that all information contained herein is true, correct and complete to the best of my knowledge. I am not aware of any facts or circumstances that would cause me to question the accuracy or reasonableness of any information contained in these response or attached documentation. I understand the foregoing will be relied upon by Quarles & Brady LLP in determining the tax-exempt status of the Obligations.

Prepared and submitted by:

Name: _____
Title: _____
Phone: _____
City of Wausau, Wisconsin
Date: _____

Schedule to Private Activity and Other Tax Matters Questionnaire

Up to \$77,188 of proceeds of the Obligations will be used for improvements to an airport hangar owned by the City and leased to businesses and individuals at the airport.

Up to \$300,000 of proceeds of the Obligations will be used for athletic park improvements, which are the subject of a long-term agreement with a AAA baseball team.

CITY OF WAUSAU 2016 FINANCE PLAN - PROJECTS

	<u>2016 Adopted Budget</u>	<u>2016 Modified Budget</u>	<u>2016 Proposed Debt Deposit to Construction Account</u>	<u>Variance</u>
Capital Improvement Plan (detailed below)	\$ 2,874,324	\$ 2,874,324	\$ 2,875,000	\$ 676 rounding
TID #6 Thomas Street ROW Land Acquisition	\$ 4,500,000	\$ 4,500,000	\$ 4,500,000	\$ -
2008 Promissory Note - Refinancing			\$ 1,330,000	\$ 1,330,000
10 Year GO Promissory Note 2016A	\$ 7,374,324	\$ 7,374,324	\$ 8,705,000	# \$ 1,330,676
Swimming Pool	\$ 3,200,000	\$ 3,200,000	\$ 3,200,000	\$ -
TID #3 - Riverfront	\$ 3,300,000	\$ 3,300,000	\$ 3,300,000	\$ -
20 Year GO Bonds 2016B	\$ 6,500,000	\$ 6,500,000	\$ 6,500,000	# \$ -
Wausau Center Mall		\$ 4,100,000	\$ 4,100,000	\$ -
TID #8	\$ 550,000	\$ 550,000	\$ 550,000	\$ -
Taxable Bonds 2016C	\$ 550,000	\$ 4,650,000	\$ 4,650,000	\$ -
Capital Improvement Plan:				
Land Acquisition for Street Uses	\$ 35,000	\$ 35,000		
DOT Projects	151,000	151,000		
Street Improvements	1,235,923	1,235,923		
Sidewalks	60,000	60,000		
StormSewer	357,500	357,500		
Other Street Improvements	415,000	415,000		
East Hangar Development and Runway Project	77,188	77,188		
Law Enforcement Software	167,713	167,713		
Athletic Park Improvements	300,000	300,000		
Playground Equipment	75,000	75,000		
	<u>\$ 2,874,324</u>	<u>\$ 2,874,324</u>		

RESOLUTION NO. 16-0316B

RESOLUTION AWARDING THE SALE OF
\$6,630,000 GENERAL OBLIGATION CORPORATE PURPOSE BONDS, SERIES 2016B

WHEREAS, on March 22, 2016, the Common Council of the City of Wausau, Marathon County, Wisconsin (the "City") adopted initial resolutions authorizing the issuance of general obligation bonds in an amount not to exceed \$3,370,000 for the public purpose of providing financial assistance to community development projects under Section 66.1105, Wisconsin Statutes, in the City's Tax Incremental District No. 3; and in an amount not to exceed \$3,260,000 for the public purpose of paying the cost of swimming pool projects (collectively, the "Initial Resolutions");

WHEREAS, pursuant to the provisions of Section 67.05, Wisconsin Statutes, within 15 days following the adoption of the Initial Resolutions, the City Clerk caused a notice to electors to be published in the Wausau Daily Herald, stating the purpose and maximum principal amount of the bond issues authorized by the Initial Resolutions and describing the opportunity and procedure for submitting a petition requesting a referendum on the bond issues authorized by the Initial Resolutions;

WHEREAS, to date, no petition for referendum has been filed with the City Clerk, and the time to file such a petition shall expire on April 21, 2016;

WHEREAS, on March 22, 2016, the Common Council of the City also adopted a resolution providing for the general obligation bond issues authorized by the Initial Resolutions to be combined, issued and sold as a single issue of bonds designated as "General Obligation Corporate Purpose Bonds, Series 2016B" (the "Bonds") for the purpose of paying the cost of the projects described in the Initial Resolutions (collectively, the "Project");

WHEREAS, the Common Council hereby finds and determines that the Project is within the City's power to undertake and therefore serves a "public purpose" as that term is defined in Section 67.04(1)(b), Wisconsin Statutes;

WHEREAS, the City has directed Ehlers & Associates, Inc. ("Ehlers") to take the steps necessary to sell the Bonds;

WHEREAS, Ehlers, in consultation with the officials of the City, prepared a Notice of Sale (a copy of which is attached hereto as Exhibit A and incorporated herein by this reference) setting forth the details of and the bid requirements for the Bonds and indicating that the Bonds would be offered for public sale on April 12, 2016;

WHEREAS, the City Clerk (in consultation with Ehlers) caused a form of notice of the sale to be published and/or announced and caused the Notice of Sale to be distributed to potential bidders offering the Bonds for public sale on April 12, 2016;

WHEREAS, the City has duly received bids for the Bonds as described on the Bid Tabulation attached hereto as Exhibit B and incorporated herein by this reference (the "Bid Tabulation");

WHEREAS, it has been determined that the bid proposal (the "Proposal") submitted by the financial institution listed first on the Bid Tabulation fully complies with the bid requirements set forth in the Notice of Sale and is deemed to be the most advantageous to the City. Ehlers has recommended that the City accept the Proposal. A copy of said Proposal submitted by such institution (the "Purchaser") is attached hereto as Exhibit C and incorporated herein by this reference; and

WHEREAS, the Common Council now deems it to be necessary, desirable and in the best interest of the City that the Bonds be issued in the aggregate principal amount of \$6,630,000 for the following purposes and in the following principal amounts: \$3,370,000 for providing financial assistance to community development projects under Section 66.1105, Wisconsin Statutes, in the City's Tax Incremental District No. 3; and \$3,260,000 for swimming pool projects.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City that:

Section 1A. Ratification of the Notice of Sale and Offering Materials. The Common Council of the City hereby ratifies and approves the details of the Bonds set forth in Exhibit A attached hereto as and for the details of the Bonds. The Notice of Sale and any other offering materials prepared and circulated by Ehlers are hereby ratified and approved in all respects. All actions taken by officers of the City and Ehlers in connection with the preparation and distribution of the Notice of Sale, and any other offering materials are hereby ratified and approved in all respects.

Section 1B. Award of the Bonds. The Proposal of the Purchaser offering to purchase the Bonds for the sum set forth on the Proposal, plus accrued interest to the date of delivery, resulting in a true interest cost as set forth on the Proposal is hereby accepted (subject to the condition that no valid petition for a referendum is filed by April 21, 2016 in connection with any of the Initial Resolutions). The Mayor and City Clerk or other appropriate officers of the City are authorized and directed to execute an acceptance of the Proposal on behalf of the City. The good faith deposit of the Purchaser shall be retained by the City Treasurer until the closing of the bond issue, and any good faith deposits submitted by unsuccessful bidders shall be promptly returned. The Bonds shall bear interest at the rates set forth on the Proposal.

Section 2. Terms of the Bonds. The Bonds shall be designated "General Obligation Corporate Purpose Bonds, Series 2016B"; shall be issued in the aggregate principal amount of \$6,630,000; shall be dated May 10, 2016; shall be in the denomination of \$5,000 or any integral multiple thereof; shall be numbered R-1 and upward; and shall bear interest at the rates per annum and mature on April 1 of each year, in the years and principal amounts as set forth on the Pricing Summary attached hereto as Exhibit D-1 and incorporated herein by this reference. Interest shall be payable semi-annually on April 1 and October 1 of each year commencing on April 1, 2017. Interest shall be computed upon the basis of a 360-day year of twelve 30-day months and will be rounded pursuant to the rules of the Municipal Securities Rulemaking Board.

The schedule of principal and interest payments due on the Bonds is set forth on the Debt Service Schedule attached hereto as Exhibit D-2 and incorporated herein by this reference (the "Schedule").

Section 3. Redemption Provisions. The Bonds maturing on April 1, 2027 and thereafter shall be subject to redemption prior to maturity, at the option of the City, on April 1, 2026 or on any date thereafter. Said Bonds shall be redeemable as a whole or in part, and if in part, from maturities selected by the City and within each maturity, by lot, at the principal amount thereof, plus accrued interest to the date of redemption. [If the Proposal specifies that any of the Bonds are subject to mandatory redemption, the terms of such mandatory redemption are set forth on an attachment hereto as Exhibit MRP and incorporated herein by this reference. Upon the optional redemption of any of the Bonds subject to mandatory redemption, the principal amount of such Bonds so redeemed shall be credited against the mandatory redemption payments established in Exhibit MRP for such Bonds in such manner as the City shall direct.]

Section 4. Form of the Bonds. The Bonds shall be issued in registered form and shall be executed and delivered in substantially the form attached hereto as Exhibit E and incorporated herein by this reference.

Section 5. Tax Provisions.

(A) Direct Annual Irrepealable Tax Levy. For the purpose of paying the principal of and interest on the Bonds as the same becomes due, the full faith, credit and resources of the City are hereby irrevocably pledged, and there is hereby levied upon all of the taxable property of the City a direct annual irrepealable tax in the years 2016 through 2035 for the payments due in the years 2017 through 2036 in the amounts set forth on the Schedule.

(B) Tax Collection. So long as any part of the principal of or interest on the Bonds remains unpaid, the City shall be and continue without power to repeal such levy or obstruct the collection of said tax until all such payments have been made or provided for. After the issuance of the Bonds, said tax shall be, from year to year, carried onto the tax roll of the City and collected in addition to all other taxes and in the same manner and at the same time as other taxes of the City for said years are collected, except that the amount of tax carried onto the tax roll may be reduced in any year by the amount of any surplus money in the Debt Service Fund Account created below.

(C) Additional Funds. If at any time there shall be on hand insufficient funds from the aforesaid tax levy to meet principal and/or interest payments on said Bonds when due, the requisite amounts shall be paid from other funds of the City then available, which sums shall be replaced upon the collection of the taxes herein levied.

Section 6. Segregated Debt Service Fund Account.

(A) Creation and Deposits. There be and there hereby is established in the treasury of the City, if one has not already been created, a debt service fund, separate and distinct from every other fund, which shall be maintained in accordance with generally accepted accounting principles. Debt service or sinking funds established for obligations previously issued by the City may be considered as separate and distinct accounts within the debt service fund.

Within the debt service fund, there hereby is established a separate and distinct account designated as the "Debt Service Fund Account for General Obligation Corporate Purpose Bonds, Series 2016B" (the "Debt Service Fund Account") and such account shall be maintained until the indebtedness evidenced by the Bonds is fully paid or otherwise extinguished. The City Treasurer shall deposit in the Debt Service Fund Account (i) all accrued interest received by the City at the time of delivery of and payment for the Bonds; (ii) any premium which may be received by the City above the par value of the Bonds and accrued interest thereon; (iii) all money raised by the taxes herein levied and any amounts appropriated for the specific purpose of meeting principal of and interest on the Bonds when due; (iv) such other sums as may be necessary at any time to pay principal of and interest on the Bonds when due; (v) surplus monies in the Borrowed Money Fund as specified below; and (vi) such further deposits as may be required by Section 67.11, Wisconsin Statutes.

(B) Use and Investment. No money shall be withdrawn from the Debt Service Fund Account and appropriated for any purpose other than the payment of principal of and interest on the Bonds until all such principal and interest has been paid in full and the Bonds canceled; provided (i) the funds to provide for each payment of principal of and interest on the Bonds prior to the scheduled receipt of taxes from the next succeeding tax collection may be invested in direct obligations of the United States of America maturing in time to make such payments when they are due or in other investments permitted by law; and (ii) any funds over and above the amount of such principal and interest payments on the Bonds may be used to reduce the next succeeding tax levy, or may, at the option of the City, be invested by purchasing the Bonds as permitted by and subject to Section 67.11(2)(a), Wisconsin Statutes, or in permitted municipal investments under the pertinent provisions of the Wisconsin Statutes ("Permitted Investments"), which investments shall continue to be a part of the Debt Service Fund Account. Any investment of the Debt Service Fund Account shall at all times conform with the provisions of the Internal Revenue Code of 1986, as amended (the "Code") and any applicable Treasury Regulations (the "Regulations").

(C) Remaining Monies. When all of the Bonds have been paid in full and canceled, and all Permitted Investments disposed of, any money remaining in the Debt Service Fund Account shall be transferred and deposited in the general fund of the City, unless the Common Council directs otherwise.

Section 7. Proceeds of the Bonds; Segregated Borrowed Money Fund. The proceeds of the Bonds (the "Bond Proceeds") (other than any premium and accrued interest which must be paid at the time of the delivery of the Bonds into the Debt Service Fund Account created above) shall be deposited into a special fund separate and distinct from all other funds of the City and disbursed solely for the purposes for which borrowed or for the payment of the principal of and the interest on the Bonds. Monies in the Borrowed Money Fund may be temporarily invested in Permitted Investments. Any monies, including any income from Permitted Investments, remaining in the Borrowed Money Fund after the purposes for which the Bonds have been issued have been accomplished, and, at any time, any monies as are not needed and which obviously thereafter cannot be needed for such purposes shall be deposited in the Debt Service Fund Account.

Section 8. No Arbitrage. All investments made pursuant to this Resolution shall be Permitted Investments, but no such investment shall be made in such a manner as would cause the Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code or the Regulations and an officer of the City, charged with the responsibility for issuing the Bonds, shall certify as to facts, estimates, circumstances and reasonable expectations in existence on the date of delivery of the Bonds to the Purchaser which will permit the conclusion that the Bonds are not "arbitrage bonds," within the meaning of the Code or Regulations.

Section 9. Compliance with Federal Tax Laws. (a) The City represents and covenants that the projects financed by the Bonds and the ownership, management and use of the projects will not cause the Bonds to be "private activity bonds" within the meaning of Section 141 of the Code. The City further covenants that it shall comply with the provisions of the Code to the extent necessary to maintain the tax-exempt status of the interest on the Bonds including, if applicable, the rebate requirements of Section 148(f) of the Code. The City further covenants that it will not take any action, omit to take any action or permit the taking or omission of any action within its control (including, without limitation, making or permitting any use of the proceeds of the Bonds) if taking, permitting or omitting to take such action would cause any of the Bonds to be an arbitrage bond or a private activity bond within the meaning of the Code or would otherwise cause interest on the Bonds to be included in the gross income of the recipients thereof for federal income tax purposes. The City Clerk or other officer of the City charged with the responsibility of issuing the Bonds shall provide an appropriate certificate of the City certifying that the City can and covenanting that it will comply with the provisions of the Code and Regulations.

(b) The City also covenants to use its best efforts to meet the requirements and restrictions of any different or additional federal legislation which may be made applicable to the Bonds provided that in meeting such requirements the City will do so only to the extent consistent with the proceedings authorizing the Bonds and the laws of the State of Wisconsin and to the extent that there is a reasonable period of time in which to comply.

Section 10. Execution of the Bonds; Closing; Professional Services. The Bonds shall be issued in printed form, executed on behalf of the City by the manual or facsimile signatures of the Mayor and City Clerk, authenticated, if required, by the Fiscal Agent (defined below), sealed with its official or corporate seal, if any, or a facsimile thereof, and delivered to the Purchaser upon payment to the City of the purchase price thereof, plus accrued interest to the date of

delivery (the "Closing"). The facsimile signature of either of the officers executing the Bonds may be imprinted on the Bonds in lieu of the manual signature of the officer but, unless the City has contracted with a fiscal agent to authenticate the Bonds, at least one of the signatures appearing on each Bond shall be a manual signature. In the event that either of the officers whose signatures appear on the Bonds shall cease to be such officers before the Closing, such signatures shall, nevertheless, be valid and sufficient for all purposes to the same extent as if they had remained in office until the Closing. The aforesaid officers are hereby authorized and directed to do all acts and execute and deliver the Bonds and all such documents, certificates and acknowledgements as may be necessary and convenient to effectuate the Closing. The City hereby authorizes the officers and agents of the City to enter into, on its behalf, agreements and contracts in conjunction with the Bonds, including but not limited to agreements and contracts for legal, trust, fiscal agency, disclosure and continuing disclosure, and rebate calculation services. Any such contract heretofore entered into in conjunction with the issuance of the Bonds is hereby ratified and approved in all respects.

Section 11. Payment of the Bonds; Fiscal Agent. The principal of and interest on the Bonds shall be paid by [_____, _____, _____, which is hereby appointed as the City's registrar and fiscal agent pursuant to the provisions of Section 67.10(2), Wisconsin Statutes] **OR** [the City Clerk or City Treasurer] (the "Fiscal Agent"). [The Fiscal Agency Agreement between the City and the Fiscal Agent shall be substantially in the form attached hereto as Exhibit F and incorporated herein by this reference.]

Section 12. Persons Treated as Owners; Transfer of Bonds. The City shall cause books for the registration and for the transfer of the Bonds to be kept by the Fiscal Agent. The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and payment of either principal or interest on any Bond shall be made only to the registered owner thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

Any Bond may be transferred by the registered owner thereof by surrender of the Bond at the office of the Fiscal Agent, duly endorsed for the transfer or accompanied by an assignment duly executed by the registered owner or his attorney duly authorized in writing. Upon such transfer, the Mayor and City Clerk shall execute and deliver in the name of the transferee or transferees a new Bond or Bonds of a like aggregate principal amount, series and maturity and the Fiscal Agent shall record the name of each transferee in the registration book. No registration shall be made to bearer. The Fiscal Agent shall cancel any Bond surrendered for transfer.

The City shall cooperate in any such transfer, and the Mayor and City Clerk are authorized to execute any new Bond or Bonds necessary to effect any such transfer.

Section 13. Record Date. The fifteenth day of each calendar month next preceding each interest payment date shall be the record date for the Bonds (the "Record Date"). Payment of interest on the Bonds on any interest payment date shall be made to the registered owners of the Bonds as they appear on the registration book of the City at the close of business on the Record Date.

Section 14. Utilization of The Depository Trust Company Book-Entry-Only System. In order to make the Bonds eligible for the services provided by The Depository Trust Company, New York, New York ("DTC"), the City agrees to the applicable provisions set forth in the Blanket Issuer Letter of Representations previously executed on behalf of the City and on file in the City Clerk's office.

Section 15. Payment of Issuance Expenses. The City authorizes the Purchaser to forward the amount of the proceeds of the Bonds allocable to the payment of issuance expenses to KleinBank, Chaska, Minnesota at Closing for further distribution as directed by Ehlers.

Section 16. Official Statement. The Common Council hereby approves the Preliminary Official Statement with respect to the Bonds and deems the Preliminary Official Statement as "final" as of its date for purposes of SEC Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities and Exchange Act of 1934 (the "Rule"). All actions taken by officers of the City in connection with the preparation of such Preliminary Official Statement and any addenda to it are hereby ratified and approved. In connection with the Closing, the appropriate City official shall certify the Preliminary Official Statement and any addenda. The City Clerk shall cause copies of the Preliminary Official Statement and any addenda to be distributed to the Purchaser.

Section 17. Undertaking to Provide Continuing Disclosure. The City hereby covenants and agrees, for the benefit of the owners of the Bonds, to enter into a written undertaking (the "Undertaking") if required by the Rule to provide continuing disclosure of certain financial information and operating data and timely notices of the occurrence of certain events in accordance with the Rule. The Undertaking shall be enforceable by the owners of the Bonds or by the Purchaser on behalf of such owners (provided that the rights of the owners and the Purchaser to enforce the Undertaking shall be limited to a right to obtain specific performance of the obligations thereunder and any failure by the City to comply with the provisions of the Undertaking shall not be an event of default with respect to the Bonds).

To the extent required under the Rule, the Mayor and City Clerk, or other officer of the City charged with the responsibility for issuing the Bonds, shall provide a Continuing Disclosure Certificate for inclusion in the transcript of proceedings, setting forth the details and terms of the City's Undertaking.

Section 18. Record Book. The City Clerk shall provide and keep the transcript of proceedings as a separate record book (the "Record Book") and shall record a full and correct statement of every step or proceeding had or taken in the course of authorizing and issuing the Bonds in the Record Book.

Section 19. Bond Insurance. If the Purchaser determines to obtain municipal bond insurance with respect to the Bonds, the officers of the City are authorized to take all actions necessary to obtain such municipal bond insurance. The Mayor and City Clerk are authorized to agree to such additional provisions as the bond insurer may reasonably request and which are acceptable to the Mayor and City Clerk including provisions regarding restrictions on investment of Bond proceeds, the payment procedure under the municipal bond insurance policy, the rights of the bond insurer in the event of default and payment of the Bonds by the bond insurer and notices to be given to the bond insurer. In addition, any reference required by the bond insurer to the municipal bond insurance policy shall be made in the form of Bond provided herein.

Section 20. Conflicting Resolutions; Severability; Effective Date. All prior resolutions, rules or other actions of the Common Council or any parts thereof in conflict with the provisions hereof shall be, and the same are, hereby rescinded insofar as the same may so conflict. In the event that any one or more provisions hereof shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions hereof. The foregoing shall take effect immediately upon adoption and approval in the manner provided by law.

Adopted, approved and recorded April 12, 2016.

James E. Tipple
Mayor

ATTEST:

Toni Rayala
City Clerk

(SEAL)

EXHIBIT A

Notice of Sale

To be provided by Ehlers & Associates, Inc. and incorporated into the Resolution.

(See Attached)

DRAFT

EXHIBIT B

Bid Tabulation

To be provided by Ehlers & Associates, Inc. and incorporated into the Resolution.

(See Attached)

DRAFT

EXHIBIT C

Winning Bid

To be provided by Ehlers & Associates, Inc. and incorporated into the Resolution.

(See Attached)

DRAFT

EXHIBIT D-1

Pricing Summary

To be provided by Ehlers & Associates, Inc. and incorporated into the Resolution.

(See Attached)

DRAFT

EXHIBIT D-2

Debt Service Schedule and Irrepealable Tax Levies

To be provided by Ehlers & Associates, Inc. and incorporated into the Resolution.

(See Attached)

DRAFT

[EXHIBIT MRP

Mandatory Redemption Provision

The Bonds due on April 1, _____, _____, _____ and _____ (the "Term Bonds") are subject to mandatory redemption prior to maturity by lot (as selected by the Depository) at a redemption price equal to One Hundred Percent (100%) of the principal amount to be redeemed plus accrued interest to the date of redemption, from debt service fund deposits which are required to be made in amounts sufficient to redeem on April 1 of each year the respective amount of Term Bonds specified below:

For the Term Bonds Maturing on April 1, _____

<u>Redemption Date</u>	<u>Amount</u>
_____	\$ _____
_____	_____
_____	_____ (maturity)

For the Term Bonds Maturing on April 1, _____

<u>Redemption Date</u>	<u>Amount</u>
_____	\$ _____
_____	_____
_____	_____ (maturity)

For the Term Bonds Maturing on April 1, _____

<u>Redemption Date</u>	<u>Amount</u>
_____	\$ _____
_____	_____
_____	_____ (maturity)

For the Term Bonds Maturing on April 1, _____

<u>Redemption Date</u>	<u>Amount</u>
_____	\$ _____
_____	_____
_____	_____ (maturity)]

EXHIBIT E

(Form of Bond)

REGISTERED UNITED STATES OF AMERICA DOLLARS
STATE OF WISCONSIN
MARATHON COUNTY
NO. R-____ CITY OF WAUSAU \$_____
GENERAL OBLIGATION CORPORATE PURPOSE BOND, SERIES 2016B

MATURITY DATE: ORIGINAL DATE OF ISSUE: INTEREST RATE: CUSIP:
April 1, _____ May 10, 2016 _____% _____

DEPOSITORY OR ITS NOMINEE NAME: CEDE & CO.

PRINCIPAL AMOUNT: _____ THOUSAND DOLLARS
(\$ _____)

FOR VALUE RECEIVED, the City of Wausau, Marathon County, Wisconsin (the "City"), hereby acknowledges itself to owe and promises to pay to the Depository or its Nominee Name (the "Depository") identified above (or to registered assigns), on the maturity date identified above, the principal amount identified above, and to pay interest thereon at the rate of interest per annum identified above, all subject to the provisions set forth herein regarding redemption prior to maturity. Interest shall be payable semi-annually on April 1 and October 1 of each year commencing on April 1, 2017 until the aforesaid principal amount is paid in full. Both the principal of and interest on this Bond are payable to the registered owner in lawful money of the United States. Interest payable on any interest payment date shall be paid by wire transfer to the Depository in whose name this Bond is registered on the Bond Register maintained by [_____, _____, _____] **OR** [the City Clerk or City Treasurer] (the "Fiscal Agent") or any successor thereto at the close of business on the 15th day of the calendar month next preceding the semi-annual interest payment date (the "Record Date"). This Bond is payable as to principal upon presentation and surrender hereof at the office of the Fiscal Agent.

For the prompt payment of this Bond together with interest hereon as aforesaid and for the levy of taxes sufficient for that purpose, the full faith, credit and resources of the City are hereby irrevocably pledged.

This Bond is one of an issue of Bonds aggregating the principal amount of \$6,630,000, all of which are of like tenor, except as to denomination, interest rate, maturity date and redemption provision, issued by the City pursuant to the provisions of Section 67.04, Wisconsin Statutes, for the following public purposes: \$3,370,000 for providing financial assistance to community development projects under Section 66.1105, Wisconsin Statutes, in the City's Tax Incremental District No. 3; and \$3,260,000 for swimming pool projects, all as authorized by resolutions of the Common Council duly adopted by said governing body at meetings held on March 22, 2016 and April 12, 2016. Said resolutions are recorded in the official minutes of the Common Council for said dates.

The Bonds maturing on April 1, 2027 and thereafter are subject to redemption prior to maturity, at the option of the City, on April 1, 2026 or on any date thereafter. Said Bonds are redeemable as a whole or in part, and if in part, from maturities selected by the City and within each maturity, by lot (as selected by the Depository), at the principal amount thereof, plus accrued interest to the date of redemption.

[The Bonds maturing in the years _____, _____ and _____ are subject to mandatory redemption by lot as provided in the resolution awarding the sale of the Bonds at the redemption price of par plus accrued interest to the date of redemption and without premium.]

In the event the Bonds are redeemed prior to maturity, as long as the Bonds are in book-entry-only form, official notice of the redemption will be given by mailing a notice by registered or certified mail, overnight express delivery, facsimile transmission, electronic transmission or in any other manner required by the Depository, to the Depository not less than thirty (30) days nor more than sixty (60) days prior to the redemption date. If less than all of the Bonds of a maturity are to be called for redemption, the Bonds of such maturity to be redeemed will be selected by lot. Such notice will include but not be limited to the following: the designation, date and maturities of the Bonds called for redemption, CUSIP numbers, and the date of redemption. Any notice provided as described herein shall be conclusively presumed to have been duly given, whether or not the registered owner receives the notice. The Bonds shall cease to bear interest on the specified redemption date provided that federal or other immediately available funds sufficient for such redemption are on deposit at the office of the Depository at that time. Upon such deposit of funds for redemption the Bonds shall no longer be deemed to be outstanding.

It is hereby certified and recited that all conditions, things and acts required by law to exist or to be done prior to and in connection with the issuance of this Bond have been done, have existed and have been performed in due form and time; that the aggregate indebtedness of the City, including this Bond and others issued simultaneously herewith, does not exceed any limitation imposed by law or the Constitution of the State of Wisconsin; and that a direct annual irrevocable tax has been levied sufficient to pay this Bond, together with the interest thereon, when and as payable.

This Bond is transferable only upon the books of the City kept for that purpose at the office of the Fiscal Agent, only in the event that the Depository does not continue to act as depository for the Bonds, and the City appoints another depository, upon surrender of the Bond to the Fiscal Agent, by the registered owner in person or his duly authorized attorney, together with a written instrument of transfer (which may be endorsed hereon) satisfactory to the Fiscal Agent duly executed by the registered owner or his duly authorized attorney. Thereupon a new fully registered Bond in the same aggregate principal amount shall be issued to the new depository in exchange therefor and upon the payment of a charge sufficient to reimburse the City for any tax, fee or other governmental charge required to be paid with respect to such registration. The Fiscal Agent shall not be obliged to make any transfer of the Bonds (i) after the Record Date, (ii) during the fifteen (15) calendar days preceding the date of any publication of notice of any proposed redemption of the Bonds, or (iii) with respect to any particular Bond, after such Bond has been called for redemption. The Fiscal Agent and City may treat and consider the Depository in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes whatsoever. The Bonds are issuable solely as negotiable, fully-registered Bonds without coupons in the denomination of \$5,000 or any integral multiple thereof.

[This Bond shall not be valid or obligatory for any purpose until the Certificate of Authentication hereon shall have been signed by the Fiscal Agent.]

No delay or omission on the part of the owner hereof to exercise any right hereunder shall impair such right or be considered as a waiver thereof or as a waiver of or acquiescence in any default hereunder.

IN WITNESS WHEREOF, the City of Wausau, Marathon County, Wisconsin, by its governing body, has caused this Bond to be executed for it and in its name by the manual or facsimile signatures of its duly qualified Mayor and City Clerk; and to be sealed with its official or corporate seal, if any, all as of the original date of issue specified above.

CITY OF WAUSAU,
MARATHON COUNTY, WISCONSIN

By: _____

James E. Tipple
Mayor

(SEAL)

By: _____

Toni Rayala
City Clerk

DRAFT

[Date of Authentication: _____, _____]

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds of the issue authorized by the within-mentioned resolutions of the City of Wausau, Wisconsin.

_____,
_____, _____

By _____
Authorized Signatory]

DRAFT

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

(Name and Address of Assignee)

(Social Security or other Identifying Number of Assignee)

the within Bond and all rights thereunder and hereby irrevocably constitutes and appoints _____, Legal Representative, to transfer said Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

(e.g. Bank, Trust Company
or Securities Firm)

(Depository or Nominee Name)

NOTICE: This signature must correspond with the name of the Depository or Nominee Name as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

(Authorized Officer)

[EXHIBIT F

Fiscal Agency Agreement

(See Attached)]

DRAFT

**ADDENDUM DATED APRIL 6, 2016
TO PRELIMINARY OFFICIAL STATEMENT DATED APRIL 4, 2016**

New Issue

Rating: Moody's Investors Service

**CITY OF WAUSAU, WISCONSIN
(Marathon County)**

**\$8,825,000*GENERAL OBLIGATION PROMISSORY NOTES, SERIES 2016A
\$6,630,000*GENERAL OBLIGATION CORPORATE PURPOSE BONDS,
SERIES 2016B**

PROPOSAL OPENING: April 12, 2016, 10:00 a.m.

The 2009 Notes were omitted from the debt schedule included in the Preliminary Official Statement. The debt schedule has been updated and the affected pages of the Preliminary Official Statement are attached hereto.



DEBT

DIRECT DEBT¹ (includes the Obligations of these issues and excludes the refunded Obligations) -

General Obligation Debt (see schedules following)

Total General Obligation Debt	<u>\$ 67,303,575</u>
-------------------------------	----------------------

¹ Outstanding debt is as of the dated date of the Obligations.

CITY OF WAUSAU, WISCONSIN
Schedule of Bonded Indebtedness
General Obligation Debt
(As of May 10, 2016)

Dated Amount	Notes Series 2009		Notes Series 2010A		Taxable GO Notes Series 2010B		Notes Series 2011A		Taxable Notes Series 2012A		Notes Series 2012B		Notes		Notes			
	8/18/2009	4/1	6/24/2010	4/1	6/24/2010	4/1	8/2/2011	4/1	4/5/2012	4/1	4/5/2012	4/1	8/21/2012	4/5/2012	8/21/2012	4/5/2012		
Maturity																		
	Principal	Interest	Principal	Interest	Principal	Interest	Principal	Interest	Principal	Interest	Principal	Interest	Principal	Interest	Principal	Interest		
2016		16,988																
2017	410,000	28,850	520,000	29,513	285,000	4,774	770,000	42,647	265,000	18,956	1,600,000	86,056	1,600,000	156,113	135,575	3,728		
2018	410,000	18,088	530,000	52,525	285,000	4,774	770,000	77,594	270,000	35,263	1,615,000	156,113	1,615,000	123,963	135,575	3,728		
2019	415,000	6,225	535,000	38,870	280,000		770,000	62,194	280,000	29,913	1,575,000	92,063	1,575,000	92,063				
2020			540,000	23,958	285,000		765,000	45,831	290,000	24,413	1,595,000	58,369	1,595,000	58,369				
2021				8,100	290,000		760,000	9,500	300,000	11,575	1,005,000	27,863	1,005,000	27,863				
2022										3,975	510,000	7,650	510,000	7,650				
2023																		
2024																		
2025																		
2026																		
2027																		
2028																		
2029																		
2030																		
2031																		
2032																		
2033																		
2034																		
2035																		
2036																		
TOTAL	1,235,000	70,150	2,125,000	152,965	285,000	9,548	3,835,000	265,860	1,690,000	142,500	7,900,000	552,075	7,900,000	552,075	135,575	7,466	358,000	54,148

continued on next page

CITY OF WAUSAU, WISCONSIN
Schedule of Bonded Indebtedness
General Obligation Debt
(As of May 10, 2016)

Dated Amount	Notes Series 2013A		Note-Foundation		Notes Series 2013B		Pool Bonds Series 2013C		Note-Foundation		Notes Series 2014A		Bonds Series 2014B	
	7/2/2013	4/1	8/16/2013	6/30	7/2/2013	4/1	12/3/2013	4/1	3/17/2014	6/30	9/25/2014	4/1	9/25/2014	4/1
	\$5,365,000		\$750,000		\$630,000		\$3,410,000		\$190,000		\$6,405,000		\$1,495,000	
Maturity	4/1		6/30		4/1		4/1		6/30		4/1		4/1	
Fiscal Year Ending	Principal	Interest	Principal	Interest	Principal	Interest	Principal	Interest	Principal	Interest	Principal	Interest	Principal	Interest
2016		39,025		20,625		4,634		46,750		5,225		48,700		18,088
2017	525,000	72,800		20,625	65,000	8,861	170,000	91,800		5,225	1,040,000	81,800	100,000	35,175
2018	525,000	62,300	750,000	23,224	65,000	7,935	170,000	88,400		5,225	605,000	60,150	100,000	33,175
2019	525,000	51,800			65,000	6,798	170,000	85,000	190,000	3,722	620,000	47,900	105,000	31,125
2020	520,000	41,350			60,000	5,520	170,000	80,750			400,000	37,700	105,000	29,025
2021	520,000	30,950			60,000	4,125	170,000	75,650			410,000	29,600	110,000	26,875
2022	515,000	20,600			60,000	2,580	170,000	70,550			415,000	21,350	115,000	24,625
2023	515,000	7,725			60,000	885	170,000	65,450			425,000	12,950	115,000	22,325
2024							170,000	60,350			435,000	4,350	115,000	19,738
2025							170,000	55,250					120,000	16,800
2026							170,000	49,725					120,000	13,500
2027							170,000	43,775					125,000	9,825
2028							170,000	37,400					130,000	6,000
2029							170,000	30,600					135,000	2,025
2030							170,000	23,800						
2031							170,000	17,000						
2032							170,000	10,200						
2033							170,000	3,400						
2034														
2035														
2036														
TOTAL	3,645,000	326,550	750,000	64,474	435,000	41,338	2,890,000	935,850	190,000	19,397	4,350,000	344,500	1,495,000	288,300

continued on next page

CITY OF WAUSAU, WISCONSIN
Schedule of Bonded In Debtedness
General Obligation Debt
(As of May 10, 2016)

Dated Amount	Notes Series 2015A		Bonds Series 2015B		Taxable Bonds Series 2015C		State Trust Fund Loan		Notes Series 2016A 1)		Bonds Series 2016B	
	8/6/2015	4/1	8/6/2015	4/1	8/6/2015	4/1	9/29/2015	3/15	5/10/2016	4/1	5/10/2016	4/1
	\$3,930,000		\$5,705,000		\$2,655,000		\$4,000,000		\$8,825,000		\$6,630,000	
Maturity	4/1	4/1	4/1	4/1	4/1	4/1	3/15	4/1	4/1	4/1	4/1	4/1
Fiscal Year Ending												
2016		29,785		75,061		44,078						
2017	370,000	57,998	120,000	148,923	88,155	337,474	189,836	1,375,000	189,323	150,000	221,493	
2018	380,000	54,430	305,000	144,673	85,605	408,278	119,032	1,250,000	119,290	50,000	157,848	
2019	385,000	50,029	310,000	138,523	80,430	421,547	105,763	795,000	106,225	370,000	154,958	
2020	385,000	44,831	315,000	132,273	75,105	434,995	92,315	810,000	94,383	375,000	149,461	
2021	390,000	38,920	315,000	125,185	69,630	449,385	77,925	820,000	81,545	380,000	143,515	
2022	400,000	32,100	330,000	117,123	64,005	463,990	63,320	830,000	67,930	385,000	137,203	
2023	410,000	24,300	330,000	109,079	58,230	479,069	48,241	850,000	53,013	395,000	130,276	
2024	420,000	15,475	345,000	100,848	52,305	494,550	32,761	860,000	36,335	400,000	122,523	
2025	430,000	5,375	350,000	92,160	46,025	510,712	16,598	885,000	17,785	410,000	113,913	
2026			360,000	82,385	39,090			350,000	4,025	420,000	104,573	
2027			370,000	71,435	31,530					435,000	94,196	
2028			385,000	60,110	23,370					445,000	82,643	
2029			390,000	48,485	14,495					455,000	70,265	
2030			405,000	36,358	4,938					465,000	56,920	
2031			170,000	27,445						485,000	42,428	
2032			180,000	22,020						190,000	31,823	
2033			180,000	16,440						195,000	25,469	
2034			190,000	10,325						200,000	18,753	
2035			200,000	3,500						210,000	11,575	
2036										215,000	3,924	
TOTAL	3,570,000	353,243	5,550,000	1,562,348	2,655,000	776,990	4,000,000	745,791	8,825,000	769,863	6,630,000	1,873,754

1) Current Refunds the 2017-2018 maturities of the 2008 Notes

continued on next page

CITY OF WAUSAU, WISCONSIN
Schedule of Bonded In Debtedness
General Obligation Debt
(As of May 10, 2016)

Taxable Bonds
Series 2016C

Dated Amount	5/10/2016		Fiscal Year Ending	Total Principal	Total Interest	Principal & Interest	Principal Outstanding	Principal %Paid	Year
	Amount	Maturity							
	\$4,755,000	4/1							
2016			0	544,476	544,476	67,303,575	0.00%	2016	
2017	315,000	154,131	8,553,049	1,734,834	10,287,884	58,750,526	12.71%	2017	
2018	325,000	105,384	8,688,278	1,349,541	10,047,819	50,052,247	25.63%	2018	
2019	515,000	98,036	8,221,547	1,162,641	9,384,188	41,830,700	37.85%	2019	
2020	525,000	87,524	7,464,995	993,041	8,458,036	34,365,705	48.94%	2020	
2021	525,000	75,659	6,747,385	833,440	7,580,824	27,618,321	58.96%	2021	
2022	525,000	62,980	5,208,990	695,990	5,904,980	22,409,331	66.70%	2022	
2023	525,000	49,803	4,469,069	582,276	5,051,345	17,940,262	73.34%	2023	
2024	575,000	35,713	4,014,550	480,396	4,494,945	13,925,712	79.31%	2024	
2025	575,000	20,331	3,655,712	384,237	4,039,949	10,270,000	84.74%	2025	
2026	50,000	11,713	1,685,000	305,010	1,990,010	8,585,000	87.24%	2026	
2027	50,000	10,225	1,370,000	260,986	1,630,986	7,215,000	89.28%	2027	
2028	50,000	8,650	1,410,000	218,173	1,628,173	5,805,000	91.37%	2028	
2029	50,000	6,988	1,440,000	172,858	1,612,858	4,365,000	93.51%	2029	
2030	50,000	4,950	1,340,000	126,965	1,466,965	3,025,000	95.51%	2030	
2031	50,000	2,850	875,000	89,723	964,723	2,150,000	96.81%	2031	
2032	50,000	963	590,000	65,005	655,005	1,560,000	97.68%	2032	
2033			545,000	45,309	590,309	1,015,000	98.49%	2033	
2034			390,000	29,078	419,078	625,000	99.07%	2034	
2035			410,000	15,075	425,075	215,000	99.68%	2035	
2036			215,000	3,924	218,924	0	100.00%	2036	
TOTAL			67,303,575	10,092,975	77,396,550				

DEBT LIMIT

The constitutional and statutory general obligation debt limit for most Wisconsin municipalities, including towns, cities, villages, and counties (Article XI, Section 3 of the Wisconsin Constitution and Section 67.03, Wisconsin Statutes) is 5% of the current equalized value.

Equalized Value	\$ 2,633,849,300
Multiply by 5%	<u>0.05</u>
Statutory Debt Limit	\$ 131,692,465
Less: General Obligation Debt	<u>(67,303,575)</u>
Unused Debt Limit	<u>\$ 64,388,890</u>

OVERLAPPING DEBT¹

Taxing District	2015 Equalized Value	% In City	Total G.O. Debt	City's Proportionate Share
Marathon County	\$ 9,852,982,500	26.7315%	\$ 11,125,000	\$ 2,973,879
North Central Technical College	15,995,685,940	16.4660%	24,315,000	4,003,708
Wausau School District	3,984,264,296	63.1638%	78,210,000	49,400,408
DC Everest Area School District	2,462,174,136	4.7615%	28,960,000	<u>1,378,930</u>
City's Share of Total Overlapping Debt				<u>\$57,756,926</u>

¹ Overlapping debt is as of the dated date of the Obligations. Only those taxing jurisdictions with general obligation debt outstanding are included in this section.

DEBT RATIOS

	G.O. Debt	Debt/Equalized Value \$2,633,849,300	Debt/ Per Capita 39,063¹
Total General Obligation Debt	\$ 67,303,575	2.56%	\$ 1,722.95
City's Share of Total Overlapping Debt	<u>57,756,926</u>	<u>2.19%</u>	<u>1,478.56</u>
Total	\$ 125,060,501	4.75%	\$ 3,201.51

DEBT PAYMENT HISTORY

The City has no record of default in the payment of principal and interest on its debt.

FUTURE FINANCING

Other than the \$4.7 million Taxable General Obligation Community Development Bonds, Series 2016C being issued simultaneously with these Obligations, the City is also in the process of purchasing ½ a block in the downtown from McDevco for \$1,610,000. This purchase will be funded by the Judd S Alexander Foundation in the form of a 10 year interest only loan with a principal payment in full at the end of the term.

In addition, the City will likely go to the State Trust Fund for Water and Sewer Utility needs in the next couple of months.

Finally, the City is looking at purchasing 205 acres of land for business park expansion for \$1,640,000 to be funded over two years with approximately \$820,000 due at closing and the second payment due in 2017.

¹ Estimated 2015 population.



411 East Wisconsin Avenue
Suite 2350
Milwaukee, Wisconsin 53202-4426
414.277.5000
Fax 414.271.3552
www.quarles.com

Attorneys at Law in
Chicago
Indianapolis
Madison
Milwaukee
Naples
Phoenix
Scottsdale
Tampa
Tucson
Washington, D.C.

April 5, 2016

VIA EMAIL AND REGULAR MAIL

Ms. Maryanne A. Groat
Finance Director/Treasurer
City of Wausau
407 Grant Street
Wausau, WI 54403

Scope of Engagement Re: Proposed Issuance of \$6,630,000 City of Wausau (the "City")
General Obligation Corporate Purpose Bonds, Series 2016B

Dear Ms. Groat:

We are pleased to be working with you again as the City's bond counsel.

The purpose of this letter is to set forth the role we propose to serve and responsibilities we propose to assume as bond counsel in connection with the issuance of the above-referenced Bonds (the "Securities") by the City.

Role of Bond Counsel

Bond counsel is engaged as a recognized independent expert whose primary responsibility is to render an objective legal opinion with respect to the authorization and issuance of municipal obligations. If you desire additional information about the role of bond counsel, we would be happy to provide you with a copy of a brochure prepared by the National Association of Bond Lawyers.

As bond counsel we will: examine applicable law; prepare authorizing and closing documents; consult with the parties to the transaction, including the City's financial advisor or underwriter or placement agent, prior to the issuance of the Securities; review certified proceedings; and undertake such additional duties as we deem necessary to render the opinion. As bond counsel, we do not advocate the interests of the City or any other party to the transaction. We assume that the parties to the transaction will retain such counsel as they deem necessary and appropriate to represent their interests in this transaction.

Subject to the completion of proceedings to our satisfaction, we will render our opinion that:

- 1) the Securities are valid and binding general obligations of the City;
- 2) all taxable property in the territory of the City is subject to ad valorem taxation without limitation as to rate or amount to pay the Securities; and
- 3) the interest paid on the Securities will be excludable from gross income for federal income tax purposes (subject to certain limitations which may be expressed in the opinion).

The opinion will be executed and delivered by us in written form on the date the Securities are exchanged for their purchase price (the "Closing") and will be based on facts and law existing as of its date. Upon delivery of the opinion, our responsibilities as bond counsel will be concluded with respect to this financing; specifically, but without implied limitation, we do not undertake (unless separately engaged) to provide any post-closing compliance services including any assistance with the City's continuing disclosure commitment, ongoing advice to the City or any other party concerning any actions necessary to assure that interest paid on the Securities will continue to be excluded from gross income for federal income tax purposes, or participating in an Internal Revenue Service, Securities Exchange Commission or other regulatory body survey or investigation regarding or audit of the Securities.

In rendering the opinion, we will rely upon the certified proceedings and other certifications of public officials and other persons furnished to us without undertaking to verify the same by independent investigation.

The services we will provide under this engagement are strictly limited to legal services. We are neither qualified nor engaged to provide financial advice and we will make no representation about the desirability of the proposed plan of finance, the feasibility of the projects financed or refinanced by the Securities, or any related matters.

Diversity of Practice; Consent to Unrelated Engagements

Because of the diversity of practice of our firm, members of our firm other than those who serve you may be asked to represent other clients who have dealings with the City regarding such matters as zoning, licensing, land division, real estate, property tax or other matters which are unrelated to our bond counsel work. Ethical requirements sometimes dictate that we obtain the City's consent to such situations even though our service to you is limited to the specialized area of bond counsel. We do not represent you in legal matters regularly, although we may be called upon for special representation occasionally, and our bond counsel work does not usually provide us information that will be disadvantageous to you in other representations. We do not believe that such representations of others would adversely affect our relationship with you, and we have found that local governments generally are agreeable to the type of unrelated representation described above. We would like to have an understanding with you that the City

Ms. Maryanne A. Groat
April 5, 2016
Page 3

consents to our firm undertaking representations of this type. Your approval of this letter will serve to confirm that the City has no objection to our representation of other clients who have dealings with the City, unrelated to the borrowing and finance area or any other area in which we have agreed to serve it. If you have any questions or would like to discuss this consent further, please call us.

We also want to advise you that from time to time we represent underwriters and purchasers of municipal obligations, as well as other bond market participants. In past transactions or matters that are not related to the issuance of the Securities and our role as bond counsel, we may have served as counsel to the financial institution that has or will underwrite, purchase or place the Securities or that is serving as the City's financial advisor. We may also be asked to represent financial institutions and other market participants, including the underwriter, purchaser or placement agent of the Securities or the City's financial advisor, in future transactions or matters that are not related to the issuance of the Securities or our role as bond counsel. By engaging our services under the terms of this letter, the City consents to our firm undertaking representations of this type.

A form of our opinion and a form of a Continuing Disclosure Certificate (which we may prepare) may be included in the Official Statement or other disclosure document for the Securities. However, as bond counsel, we will not assume or undertake responsibility for the preparation of an Official Statement or other disclosure document with respect to the Securities, nor are we responsible for performing an independent investigation to determine the accuracy, completeness or sufficiency of any such document. If an Official Statement or other disclosure document is prepared and adopted or approved by the City, we will either prepare or review any description therein of: (i) Wisconsin and federal law pertinent to the validity of the Securities and the tax treatment of interest paid thereon and (ii) our opinion.

Fees

Based upon: (i) our current understanding of the terms, structure, size and schedule of the financing, (ii) the duties we will undertake pursuant to this letter, (iii) the time we anticipate devoting to the financing, and (iv) the responsibilities we assume, we estimate that our fee as bond counsel would be \$7,970 including all out-of-pocket expenses, including travel costs, photocopying, faxes, deliveries, filing fees, and other necessary office disbursements. Such fee and expenses may vary: (i) if the principal amount of Securities actually issued differs significantly from the amount stated above, (ii) if material changes in the structure of the financing occur, or (iii) if unusual or unforeseen circumstances arise which require a significant increase in our time, expenses or responsibility. Our fees and expenses may increase if the Securities are insured by a municipal bond insurance company, as municipal bond insurance companies require additional opinions and documents. If at any time we believe that circumstances require an adjustment of our original fee estimate, we will consult with you. It is our understanding that the City is responsible for our fee.

Ms. Maryanne A. Groat
April 5, 2016
Page 4

If, for any reason, the financing is not consummated or is completed without the rendition of our opinion as bond counsel, we will expect to be compensated at our normal hourly rates for time actually spent, plus out-of-pocket expenses. Our fee is usually paid either at the Closing out of proceeds of the Securities or pursuant to a statement rendered shortly thereafter. We customarily do not submit any statement until the Closing unless there is a substantial delay in completing the financing.

Limited Liability Partnership

Our firm is a limited liability partnership ("LLP"). Because we are an LLP, no partner of the firm has personal liability for any debts or liabilities of the firm except as otherwise required by law, and except that each partner can be personally liable for his or her own malpractice and for the malpractice of persons acting under his or her actual supervision and control. As an LLP we are required by our code of professional conduct to carry at least \$10,000,000 of malpractice insurance; currently, we carry coverage with limits substantially in excess of that amount. Please call me if you have any questions about our status as a limited liability partnership.

Conclusion and Request for Signed Copy

If the foregoing terms of this engagement are acceptable to you, please so indicate by returning the enclosed copy of this letter dated and signed by an appropriate officer, retaining the original for your files. If we do not hear from you within thirty (30) days, we will assume that these terms are acceptable to you, but we would prefer to receive a signed copy of this letter from you.

Ms. Maryanne A. Groat
April 5, 2016
Page 5

We are looking forward to working with you and the City in this regard.

Very truly yours,

QUARLES & BRADY LLP



Rebecca A. Speckhard

RAS:TAB:meg
Enclosures
#940025.00014

cc: Ms. Toni Rayala (via email)
Ms. Mary Goede (via email)
Anne Jacobson, Esq. (via email)
Mr. Phil Cosson (via email)
Mr. James A. Mann (via email)
Ms. Kathy Myers (via email)
Ms. Sue Porter (via email)
Ms. Mary Zywiec (via email)
Mr. Brendan Leonard (via email)

Accepted and Approved:

CITY OF WAUSAU

By: _____

Its: _____
Title

Date: _____

Private Activity and Other Tax Matters Questionnaire

City of Wausau, Wisconsin ("Issuer") General Obligation Corporate Purpose Bonds, Series 2016B ("Obligations")

In anticipation of the Issuer's upcoming borrowing, we ask that you answer the questions below which will help us determine whether the borrowing qualifies for tax-exempt financing and what special treatment the Issuer or Obligations may qualify for under the Internal Revenue Code (the "Code") and applicable Treasury Regulations (the "Regulations"). Please direct any questions to any of the Public Finance attorneys at Quarles & Brady LLP at 414-277-5000.

I. Private Activity: Subject to specific exceptions provided for in the Code, the interest on municipal obligations which finance private activities or provide special benefits to private entities is taxable. Please note that for purposes of this questionnaire, a "**Non-Governmental Entity**" means any person, partnership, corporation or other organization that is not a state, city, village, town, county, school district, technical college district or other special district or joint powers authority. The federal government is a Non-Governmental Entity. A 501(c)(3) organization is also a Non-Governmental Entity.

1. Description of the project(s) to be financed or refinanced with the proceeds of the Obligations: providing financial assistance to community development projects under Section 66.1105, Wisconsin Statutes, in the City's Tax Incremental District No. 3; and swimming pool projects (see attached project list) (collectively, the "Project").

YES NO

a. Does the above description accurately and completely describe the project(s) to be financed with proceeds of the Obligations? **If NO, please make appropriate changes in the language above.**

YES NO

2. Will any portion of the Project be owned by, or leased (or subleased) to, or sold to a Non-Governmental Entity? **If YES, attach a description of the planned sale or lease.**

YES NO

3. Will any portion of the Project be managed (pursuant to a management contract or incentive payment contract) by a Non-Governmental Entity? **If YES, attach a copy of the operating or management contract.**

YES NO

4. Will any portion of the Project be used for research or testing pursuant to an agreement with a Non-Governmental Entity? **If YES, attach a copy of the agreement.**

YES NO

5. Will any Non-Governmental Entity have a right to use the Project or purchase output from the Project through any procedure or contract which gives preference to that customer over any other? **If YES, attach a description of the arrangement that includes the following:**

a. Customer name.

b. Percentage of annual revenue of the Project attributable to the customer.

YES NO

6. Are there or will there be any informal agreements, historical arrangements, or other arrangements, written or oral, that convey special legal entitlements to a Non-Governmental Entity, such as granting priority rights or capacity rights to use the Project or granting naming rights to the Project? **If YES, attach a description of the arrangement.**

YES NO

7. Will any Non-Governmental Entity, receive a special economic benefit from the Project, such as what might occur if the Project is not available for general public use and is functionally related to property used in the trade or business of a Non-Governmental Entity or benefits a small number of nongovernmental persons? **If YES, attach a description of the arrangement.**

YES NO

8. a. Is there any portion of the Project that is used by private entities or organizations rather than by members of the general public or by employees (or, in the case of school facilities, students) of the Issuer? **If YES, please attach a description of such use.**

YES NO

b. Do all members of the general public who use the Project use it on the same basis (for example, a "first come, first served" basis or pursuant to a standard rate schedule)? **If NO, please attach a description of the basis of the use of the project.**

YES NO

9. Are there any contracts for incidental uses of the Project (e.g., pay telephones, vending machines, newsstands, etc.) by Non-Governmental Entities? **If YES, attach a description of the contracts.**

YES NO

10. Will any portion of the proceeds from the proposed borrowing be loaned to any other person or entity? **If YES, attach a description of the loan program.**

YES NO

11. Will a Non-Governmental Entity make payments to the municipality for use of the Project in a manner other than through uniformly applied rates or generally applied taxes? **If YES, attach a description of the payment obligation.**

YES NO

12. Is the payment of any portion of the debt service on the proposed issue secured (directly or indirectly) by a guarantee from a Non-Governmental Entity or a pledge of private property, pursuant to a development agreement or other arrangement? **If YES, attach a description of the agreement or arrangement.**

YES NO

13. Is any of the Project or portion of the Project expected to be sold or otherwise disposed of before the last maturity date of the Obligations and any anticipated refinancings thereof?

YES NO

14. Are there any other facts and circumstances regarding the construction, operation, or use of the project by a Non-Governmental Entity? Please describe: _____

II. **Reimbursement:** Subject to specific exceptions provided for in the Regulations (the "Reimbursement Regulations"), the interest on municipal obligations which reimburse prior expenditures is taxable. By answering the questions below, you will assist us in determining whether the Reimbursement Regulations have been followed.

YES NO

1. Have any of the costs of the Project been paid prior to the date hereof? **If YES, please list the amount, purpose and date of payment of those previous expenditures which you expect to reimburse with proceeds of the Obligations:**

<u>Amount</u>	<u>Date of Payment</u>	<u>Purpose</u>
\$ _____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

YES NO

2. If the answer to Question 1 above is "yes," has the governing body at any time adopted a resolution authorizing borrowing for the Project or declaring intent to reimburse or made a declaration of its intent pursuant to a resolution delegating authority to make declarations of intent to finance all or a portion of the Project with the proceeds of the Obligations or other borrowed money? **If YES, attach a copy of applicable Resolution or other evidence of declaration of official intent and indicate the date of its adoption or indicate such Resolution has been provided previously to Quarles & Brady LLP.**

III. **Project Timeline:** Generally, the IRS arbitrage rules found in the Code and Regulations limit the investment of the proceeds of tax-exempt obligations. However, if certain tests are met, the proceeds are permitted to be invested for a "temporary period". By answering the questions below, we will be able to determine whether the proceeds of the Obligations qualify for a temporary period.

YES NO

1. Have you previously or will you within six months enter into contracts requiring payment of at least 5% of the proceeds of the Obligations for the Project?

YES NO

2. Have you or will you commence work on the Project and continue to work on the Project until it is complete?

YES NO

3. Do you expect to spend all of the proceeds of the Obligations for the Project within three years?

IV. **Rebate of Investment Earnings:** The basic IRS rebate requirement is that an issuer of tax-exempt obligations must pay to the United States the amount by which the investment earnings on the gross proceeds of any borrowings exceed the amount which would have been earned if the proceeds were invested at the yield on those obligations, plus any earnings on such excess. The rebate amount is required to be calculated and paid to the United States at least every five years. However, there are several exceptions to the rebate requirement. By answering the questions below, we will be able to determine whether you might qualify for an exception. Note: the exceptions to rebate are based on actual facts, not expectations, so the determination of whether an exception applies will only be certain at a future time.

YES NO

1. Small Issuer Exception: Do you expect to issue more than \$5 million of tax-exempt obligations during the current calendar year?

YES NO

2. Six Month Expenditure Exception: Do you expect to spend all of the proceeds of the Obligations within 6 months?

YES NO

3. Eighteen Month Expenditure Exception: Do you expect to spend all of the proceeds of the Obligations within 18 months pursuant to the following schedule:

- a. at least 15 percent within six months of the date of issue;
- b. at least 60 percent within 12 months of the date of issue; and,
- c. 100 percent within 18 months of the date of issue?

4. Two Year Expenditure Exception.

YES NO

YES NO

a. Are at least 75% of the proceeds of the Obligations to be used to finance construction expenditures?

b. If the answer to 4(a) is "yes", do you expect to spend the proceeds of the Obligations within 2 years pursuant to the following schedule:

- (1) 10% within the six-month period beginning on the date the obligations were issued;
- (2) 45% within the one-year period beginning on the date the obligations were issued;
- (3) 75% within the eighteen-month period beginning on the date the obligations were issued; and,
- (4) 100% within the two-year period beginning on the date the obligations were issued.

ACKNOWLEDGEMENT AND SIGNATURE

I hereby certify that I am an authorized representative of the Issuer, and that I am authorized by the Issuer to execute this Questionnaire. I am charged with the responsibility to perform such acts as are necessary and proper for the financing, refinancing, construction, acquisition and/or improvement of the Project, and I am acting on behalf of the Issuer in executing this Questionnaire. I certify that I am familiar with the Project and that all information contained herein is true, correct and complete to the best of my knowledge. I am not aware of any facts or circumstances that would cause me to question the accuracy or reasonableness of any information contained in these response or attached documentation. I understand the foregoing will be relied upon by Quarles & Brady LLP in determining the tax-exempt status of the Obligations.

Prepared and submitted by:

Name: _____
Title: _____
Phone: _____
City of Wausau, Wisconsin
Date: _____

CITY OF WAUSAU 2016 FINANCE PLAN - PROJECTS

	<u>2016 Adopted Budget</u>	<u>2016 Modified Budget</u>	<u>2016 Proposed Debt Deposit to Construction Account</u>	<u>Variance</u>
Capital Improvement Plan (detailed below)	\$ 2,874,324	\$ 2,874,324	\$ 2,875,000	\$ 676 rounding
TID #6 Thomas Street ROW Land Acquisition	\$ 4,500,000	\$ 4,500,000	\$ 4,500,000	\$ -
2008 Promissory Note - Refinancing			\$ 1,330,000	\$ 1,330,000
10 Year GO Promissory Note 2016A	\$ 7,374,324	\$ 7,374,324	\$ 8,705,000	# \$ 1,330,676
Swimming Pool	\$ 3,200,000	\$ 3,200,000	\$ 3,200,000	\$ -
TID #3 - Riverfront	\$ 3,300,000	\$ 3,300,000	\$ 3,300,000	\$ -
20 Year GO Bonds 2016B	\$ 6,500,000	\$ 6,500,000	\$ 6,500,000	# \$ -
Wausau Center Mall		\$ 4,100,000	\$ 4,100,000	\$ -
TID #8	\$ 550,000	\$ 550,000	\$ 550,000	\$ -
Taxable Bonds 2016C	\$ 550,000	\$ 4,650,000	\$ 4,650,000	\$ -
Capital Improvement Plan:				
Land Acquisition for Street Uses	\$ 35,000	\$ 35,000		
DOT Projects	151,000	151,000		
Street Improvements	1,235,923	1,235,923		
Sidewalks	60,000	60,000		
StormSewer	357,500	357,500		
Other Street Improvements	415,000	415,000		
East Hangar Development and Runway Project	77,188	77,188		
Law Enforcement Software	167,713	167,713		
Athletic Park Improvements	300,000	300,000		
Playground Equipment	75,000	75,000		
	<u>\$ 2,874,324</u>	<u>\$ 2,874,324</u>		

RESOLUTION NO. 16-0316C

RESOLUTION AWARDING THE SALE OF
\$4,755,000 TAXABLE GENERAL OBLIGATION COMMUNITY DEVELOPMENT BONDS,
SERIES 2016C

WHEREAS, on March 22, 2016, the Common Council of the City of Wausau, Marathon County, Wisconsin (the "City") adopted an initial resolution authorizing the issuance of general obligation bonds in an amount not to exceed \$4,755,000 for the public purpose of providing financial assistance to community development projects under Section 66.1105, Wisconsin Statutes, in the City's Tax Incremental District Nos. 3 and 8 (the "Initial Resolution");

WHEREAS, pursuant to the provisions of Section 67.05, Wisconsin Statutes, within 15 days following the adoption of the Initial Resolution, the City Clerk caused a notice to electors to be published in the Wausau Daily Herald, stating the purpose and maximum principal amount of the bond issue authorized by the Initial Resolution and describing the opportunity and procedure for submitting a petition requesting a referendum on the bond issue authorized by the Initial Resolution;

WHEREAS, to date, no petition for referendum has been filed with the City Clerk, and the time to file such a petition shall expire on April 21, 2016;

WHEREAS, the Common Council of the City adopted a resolution providing for the general obligation bonds authorized by the Initial Resolution to be designated as "Taxable General Obligation Community Development Bonds, Series 2016C" (the "Bonds") and issued for the purpose of paying the cost of the project described in the Initial Resolution (the "Project");

WHEREAS, the Common Council hereby finds and determines that the Project is within the City's power to undertake and therefore serves a "public purpose" as that term is defined in Section 67.04(1)(b), Wisconsin Statutes;

WHEREAS, due to certain provisions contained in the Internal Revenue Code of 1986, as amended, it is necessary to issue the Bonds on a taxable rather than tax-exempt basis;

WHEREAS, the City has directed Ehlers & Associates, Inc. ("Ehlers") to take the steps necessary to sell the Bonds;

WHEREAS, Ehlers, in consultation with the officials of the City, prepared a Notice of Sale (a copy of which is attached hereto as Exhibit A and incorporated herein by this reference) setting forth the details of and the bid requirements for the Bonds and indicating that the Bonds would be offered for public sale on April 12, 2016;

WHEREAS, the City Clerk (in consultation with Ehlers) caused a form of notice of the sale to be published and/or announced and caused the Notice of Sale to be distributed to potential bidders offering the Bonds for public sale on April 12, 2016;

WHEREAS, the City has duly received bids for the Bonds as described on the Bid Tabulation attached hereto as Exhibit B and incorporated herein by this reference (the "Bid Tabulation");

WHEREAS, it has been determined that the bid proposal (the "Proposal") submitted by the financial institution listed first on the Bid Tabulation fully complies with the bid requirements set forth in the Notice of Sale and is deemed to be the most advantageous to the City. Ehlers has recommended that the City accept the Proposal. A copy of said Proposal submitted by such institution (the "Purchaser") is attached hereto as Exhibit C and incorporated herein by this reference; and

WHEREAS, the Common Council deems it to be necessary, desirable and in the best interest of the City that the Bonds be issued in the aggregate principal amount of \$4,755,000.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City that:

Section 1A. Ratification of the Notice of Sale and Offering Materials. The Common Council of the City hereby ratifies and approves the details of the Bonds set forth in Exhibit A attached hereto as and for the details of the Bonds. The Notice of Sale and any other offering materials prepared and circulated by Ehlers are hereby ratified and approved in all respects. All actions taken by officers of the City and Ehlers in connection with the preparation and distribution of the Notice of Sale, and any other offering materials are hereby ratified and approved in all respects.

Section 1B. Award of the Bonds. The Proposal of the Purchaser offering to purchase the Bonds for the sum set forth on the Proposal, plus accrued interest to the date of delivery, resulting in a true interest cost as set forth on the Proposal is hereby accepted (subject to the condition that no valid petition for a referendum is filed by April 21, 2016 in connection with the Initial Resolution). The Mayor and City Clerk or other appropriate officers of the City are authorized and directed to execute an acceptance of the Proposal on behalf of the City. The good faith deposit of the Purchaser shall be retained by the City Treasurer until the closing of the bond issue, and any good faith deposits submitted by unsuccessful bidders shall be promptly returned. The Bonds shall bear interest at the rates set forth on the Proposal.

Section 2. Terms of the Bonds. The Bonds shall be designated "Taxable General Obligation Community Development Bonds, Series 2016C"; shall be issued in the aggregate principal amount of \$4,755,000; shall be dated May 10, 2016; shall be in the denomination of \$5,000 or any integral multiple thereof; shall be numbered R-1 and upward; and shall bear interest at the rates per annum and mature on April 1 of each year, in the years and principal amounts as set forth on the Pricing Summary attached hereto as Exhibit D-1 and incorporated herein by this reference. Interest shall be payable semi-annually on April 1 and October 1 of each year commencing on April 1, 2017. Interest shall be computed upon the basis of a 360-day year of twelve 30-day months and will be rounded pursuant to the rules of the Municipal Securities Rulemaking Board. The schedule of principal and interest payments due on the Bonds is set forth on the Debt Service Schedule attached hereto as Exhibit D-2 and incorporated herein by this reference (the "Schedule").

Section 3. Redemption Provisions. The Bonds maturing on April 1, 2025 and thereafter shall be subject to redemption prior to maturity, at the option of the City, on April 1, 2024 or on any date thereafter. Said Bonds shall be redeemable as a whole or in part, and if in part, from maturities selected by the City and within each maturity, by lot, at the principal amount thereof, plus accrued interest to the date of redemption. [If the Proposal specifies that any of the Bonds are subject to mandatory redemption, the terms of such mandatory redemption are set forth on an attachment hereto as Exhibit MRP and incorporated herein by this reference. Upon the optional redemption of any of the Bonds subject to mandatory redemption, the principal amount of such Bonds so redeemed shall be credited against the mandatory redemption payments established in Exhibit MRP for such Bonds in such manner as the City shall direct.]

Section 4. Form of the Bonds. The Bonds shall be issued in registered form and shall be executed and delivered in substantially the form attached hereto as Exhibit E and incorporated herein by this reference.

Section 5. Tax Provisions.

(A) Direct Annual Irrepealable Tax Levy. For the purpose of paying the principal of and interest on the Bonds as the same becomes due, the full faith, credit and resources of the City are hereby irrevocably pledged, and there is hereby levied upon all of the taxable property of the City a direct annual irrepealable tax in the years 2016 through 2031 for the payments due in the years 2017 through 2032 in the amounts set forth on the Schedule.

(B) Tax Collection. So long as any part of the principal of or interest on the Bonds remains unpaid, the City shall be and continue without power to repeal such levy or obstruct the collection of said tax until all such payments have been made or provided for. After the issuance of the Bonds, said tax shall be, from year to year, carried onto the tax roll of the City and collected in addition to all other taxes and in the same manner and at the same time as other taxes of the City for said years are collected, except that the amount of tax carried onto the tax roll may be reduced in any year by the amount of any surplus money in the Debt Service Fund Account created below.

(C) Additional Funds. If at any time there shall be on hand insufficient funds from the aforesaid tax levy to meet principal and/or interest payments on said Bonds when due, the requisite amounts shall be paid from other funds of the City then available, which sums shall be replaced upon the collection of the taxes herein levied.

Section 6. Segregated Debt Service Fund Account.

(A) Creation and Deposits. There be and there hereby is established in the treasury of the City, if one has not already been created, a debt service fund, separate and distinct from every other fund, which shall be maintained in accordance with generally accepted accounting principles. Debt service or sinking funds established for obligations previously issued by the City may be considered as separate and distinct accounts within the debt service fund.

Within the debt service fund, there hereby is established a separate and distinct account designated as the "Debt Service Fund Account for Taxable General Obligation Community Development Bonds, Series 2016C" (the "Debt Service Fund Account") and such account shall be maintained until the indebtedness evidenced by the Bonds is fully paid or otherwise extinguished. The City Treasurer shall deposit in the Debt Service Fund Account (i) all accrued interest received by the City at the time of delivery of and payment for the Bonds; (ii) any premium which may be received by the City above the par value of the Bonds and accrued interest thereon; (iii) all money raised by the taxes herein levied and any amounts appropriated for the specific purpose of meeting principal of and interest on the Bonds when due; (iv) such other sums as may be necessary at any time to pay principal of and interest on the Bonds when due; (v) surplus monies in the Borrowed Money Fund as specified below; and (vi) such further deposits as may be required by Section 67.11, Wisconsin Statutes.

(B) Use and Investment. No money shall be withdrawn from the Debt Service Fund Account and appropriated for any purpose other than the payment of principal of and interest on the Bonds until all such principal and interest has been paid in full and the Bonds canceled; provided (i) the funds to provide for each payment of principal of and interest on the Bonds prior to the scheduled receipt of taxes from the next succeeding tax collection may be invested in direct obligations of the United States of America maturing in time to make such payments when they are due or in other investments permitted by law; and (ii) any funds over and above the amount of such principal and interest payments on the Bonds may be used to reduce the next succeeding tax levy, or may, at the option of the City, be invested by purchasing the Bonds as permitted by and subject to Section 67.11(2)(a), Wisconsin Statutes, or in permitted municipal investments under the pertinent provisions of the Wisconsin Statutes ("Permitted Investments"), which investments shall continue to be a part of the Debt Service Fund Account.

(C) Remaining Monies. When all of the Bonds have been paid in full and canceled, and all Permitted Investments disposed of, any money remaining in the Debt Service Fund Account shall be transferred and deposited in the general fund of the City, unless the Common Council directs otherwise.

Section 7. Proceeds of the Bonds; Segregated Borrowed Money Fund. The proceeds of the Bonds (the "Bond Proceeds") (other than any premium and accrued interest which must be paid at the time of the delivery of the Bonds into the Debt Service Fund Account created above) shall be deposited into a special fund separate and distinct from all other funds of the City and disbursed solely for the purpose for which borrowed or for the payment of the principal of and the interest on the Bonds. Monies in the Borrowed Money Fund may be temporarily invested in Permitted Investments. Any monies, including any income from Permitted Investments, remaining in the Borrowed Money Fund after the purpose for which the Bonds have been issued has been accomplished, and, at any time, any monies as are not needed and which obviously thereafter cannot be needed for such purpose shall be deposited in the Debt Service Fund Account.

Section 8. Execution of the Bonds; Closing; Professional Services. The Bonds shall be issued in printed form, executed on behalf of the City by the manual or facsimile signatures of the Mayor and City Clerk, authenticated, if required, by the Fiscal Agent (defined below), sealed with its official or corporate seal, if any, or a facsimile thereof, and delivered to the Purchaser

upon payment to the City of the purchase price thereof, plus accrued interest to the date of delivery (the "Closing"). The facsimile signature of either of the officers executing the Bonds may be imprinted on the Bonds in lieu of the manual signature of the officer but, unless the City has contracted with a fiscal agent to authenticate the Bonds, at least one of the signatures appearing on each Bond shall be a manual signature. In the event that either of the officers whose signatures appear on the Bonds shall cease to be such officers before the Closing, such signatures shall, nevertheless, be valid and sufficient for all purposes to the same extent as if they had remained in office until the Closing. The aforesaid officers are hereby authorized and directed to do all acts and execute and deliver the Bonds and all such documents, certificates and acknowledgements as may be necessary and convenient to effectuate the Closing. The City hereby authorizes the officers and agents of the City to enter into, on its behalf, agreements and contracts in conjunction with the Bonds, including but not limited to agreements and contracts for legal, trust, fiscal agency, disclosure and continuing disclosure, and rebate calculation services. Any such contract heretofore entered into in conjunction with the issuance of the Bonds is hereby ratified and approved in all respects.

Section 9. Payment of the Bonds; Fiscal Agent. The principal of and interest on the Bonds shall be paid by [_____, _____, _____, which is hereby appointed as the City's registrar and fiscal agent pursuant to the provisions of Section 67.10(2), Wisconsin Statutes] **OR** [the City Clerk or City Treasurer] (the "Fiscal Agent"). [The Fiscal Agency Agreement between the City and the Fiscal Agent shall be substantially in the form attached hereto as Exhibit F and incorporated herein by this reference.]

Section 10. Persons Treated as Owners; Transfer of Bonds. The City shall cause books for the registration and for the transfer of the Bonds to be kept by the Fiscal Agent. The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and payment of either principal or interest on any Bond shall be made only to the registered owner thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

Any Bond may be transferred by the registered owner thereof by surrender of the Bond at the office of the Fiscal Agent, duly endorsed for the transfer or accompanied by an assignment duly executed by the registered owner or his attorney duly authorized in writing. Upon such transfer, the Mayor and City Clerk shall execute and deliver in the name of the transferee or transferees a new Bond or Bonds of a like aggregate principal amount, series and maturity and the Fiscal Agent shall record the name of each transferee in the registration book. No registration shall be made to bearer. The Fiscal Agent shall cancel any Bond surrendered for transfer.

The City shall cooperate in any such transfer, and the Mayor and City Clerk are authorized to execute any new Bond or Bonds necessary to effect any such transfer.

Section 11. Record Date. The fifteenth day of each calendar month next preceding each interest payment date shall be the record date for the Bonds (the "Record Date"). Payment of interest on the Bonds on any interest payment date shall be made to the registered owners of the Bonds as they appear on the registration book of the City at the close of business on the Record Date.

Section 12. Utilization of The Depository Trust Company Book-Entry-Only System. In order to make the Bonds eligible for the services provided by The Depository Trust Company, New York, New York ("DTC"), the City agrees to the applicable provisions set forth in the Blanket Issuer Letter of Representations previously executed on behalf of the City and on file in the City Clerk's office.

Section 13. Payment of Issuance Expenses. The City authorizes the Purchaser to forward the amount of the proceeds of the Bonds allocable to the payment of issuance expenses to KleinBank, Chaska, Minnesota at Closing for further distribution as directed by Ehlers.

Section 14. Official Statement. The Common Council hereby approves the Preliminary Official Statement with respect to the Bonds and deems the Preliminary Official Statement as "final" as of its date for purposes of SEC Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities and Exchange Act of 1934 (the "Rule"). All actions taken by officers of the City in connection with the preparation of such Preliminary Official Statement and any addenda to it are hereby ratified and approved. In connection with the Closing, the appropriate City official shall certify the Preliminary Official Statement and any addenda. The City Clerk shall cause copies of the Preliminary Official Statement and any addenda to be distributed to the Purchaser.

Section 15. Undertaking to Provide Continuing Disclosure. The City hereby covenants and agrees, for the benefit of the owners of the Bonds, to enter into a written undertaking (the "Undertaking") if required by the Rule to provide continuing disclosure of certain financial information and operating data and timely notices of the occurrence of certain events in accordance with the Rule. The Undertaking shall be enforceable by the owners of the Bonds or by the Purchaser on behalf of such owners (provided that the rights of the owners and the Purchaser to enforce the Undertaking shall be limited to a right to obtain specific performance of the obligations thereunder and any failure by the City to comply with the provisions of the Undertaking shall not be an event of default with respect to the Bonds).

To the extent required under the Rule, the Mayor and City Clerk, or other officer of the City charged with the responsibility for issuing the Bonds, shall provide a Continuing Disclosure Certificate for inclusion in the transcript of proceedings, setting forth the details and terms of the City's Undertaking.

Section 16. Record Book. The City Clerk shall provide and keep the transcript of proceedings as a separate record book (the "Record Book") and shall record a full and correct statement of every step or proceeding had or taken in the course of authorizing and issuing the Bonds in the Record Book.

Section 17. Bond Insurance. If the Purchaser determines to obtain municipal bond insurance with respect to the Bonds, the officers of the City are authorized to take all actions necessary to obtain such municipal bond insurance. The Mayor and City Clerk are authorized to agree to such additional provisions as the bond insurer may reasonably request and which are acceptable to the Mayor and City Clerk including provisions regarding restrictions on investment of Bond proceeds, the payment procedure under the municipal bond insurance policy, the rights of the bond insurer in the event of default and payment of the Bonds by the bond insurer and notices to be given to the bond insurer. In addition, any reference required by the bond insurer to the municipal bond insurance policy shall be made in the form of Bond provided herein.

Section 18. Conflicting Resolutions; Severability; Effective Date. All prior resolutions, rules or other actions of the Common Council or any parts thereof in conflict with the provisions hereof shall be, and the same are, hereby rescinded insofar as the same may so conflict. In the event that any one or more provisions hereof shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions hereof. The foregoing shall take effect immediately upon adoption and approval in the manner provided by law.

Adopted, approved and recorded April 12, 2016.

James E. Tipple
Mayor

ATTEST:

Toni Rayala
City Clerk

(SEAL)

EXHIBIT A

Notice of Sale

To be provided by Ehlers & Associates, Inc. and incorporated into the Resolution.

(See Attached)

DRAFT

EXHIBIT B

Bid Tabulation

To be provided by Ehlers & Associates, Inc. and incorporated into the Resolution.

(See Attached)

DRAFT

EXHIBIT C

Winning Bid

To be provided by Ehlers & Associates, Inc. and incorporated into the Resolution.

(See Attached)

DRAFT

EXHIBIT D-1

Pricing Summary

To be provided by Ehlers & Associates, Inc. and incorporated into the Resolution.

(See Attached)

DRAFT

EXHIBIT D-2

Debt Service Schedule and Irrepealable Tax Levies

To be provided by Ehlers & Associates, Inc. and incorporated into the Resolution.

(See Attached)

DRAFT

[EXHIBIT MRP]

Mandatory Redemption Provision

The Bonds due on April 1, _____, _____, _____ and _____ (the "Term Bonds") are subject to mandatory redemption prior to maturity by lot (as selected by the Depository) at a redemption price equal to One Hundred Percent (100%) of the principal amount to be redeemed plus accrued interest to the date of redemption, from debt service fund deposits which are required to be made in amounts sufficient to redeem on April 1 of each year the respective amount of Term Bonds specified below:

For the Term Bonds Maturing on April 1, _____

<u>Redemption Date</u>	<u>Amount</u>
_____	\$ _____
_____	_____
_____	_____ (maturity)

For the Term Bonds Maturing on April 1, _____

<u>Redemption Date</u>	<u>Amount</u>
_____	\$ _____
_____	_____
_____	_____ (maturity)

For the Term Bonds Maturing on April 1, _____

<u>Redemption Date</u>	<u>Amount</u>
_____	\$ _____
_____	_____
_____	_____ (maturity)

For the Term Bonds Maturing on April 1, _____

<u>Redemption Date</u>	<u>Amount</u>
_____	\$ _____
_____	_____
_____	_____ (maturity)]

EXHIBIT E

(Form of Bond)

REGISTERED UNITED STATES OF AMERICA DOLLARS
STATE OF WISCONSIN
MARATHON COUNTY
NO. R-____ CITY OF WAUSAU \$_____
TAXABLE GENERAL OBLIGATION COMMUNITY
DEVELOPMENT BOND, SERIES 2016C

MATURITY DATE: ORIGINAL DATE OF ISSUE: INTEREST RATE: CUSIP:
April 1, _____ May 10, 2016 _____% _____

DEPOSITORY OR ITS NOMINEE NAME: CEDE & CO.

PRINCIPAL AMOUNT: _____ THOUSAND DOLLARS
(\$_____)

FOR VALUE RECEIVED, the City of Wausau, Marathon County, Wisconsin (the "City"), hereby acknowledges itself to owe and promises to pay to the Depository or its Nominee Name (the "Depository") identified above (or to registered assigns), on the maturity date identified above, the principal amount identified above, and to pay interest thereon at the rate of interest per annum identified above, all subject to the provisions set forth herein regarding redemption prior to maturity. Interest shall be payable semi-annually on April 1 and October 1 of each year commencing on April 1, 2017 until the aforesaid principal amount is paid in full. Both the principal of and interest on this Bond are payable to the registered owner in lawful money of the United States. Interest payable on any interest payment date shall be paid by wire transfer to the Depository in whose name this Bond is registered on the Bond Register maintained by [_____, _____, _____] **OR** [the City Clerk or City Treasurer] (the "Fiscal Agent") or any successor thereto at the close of business on the 15th day of the calendar month next preceding the semi-annual interest payment date (the "Record Date"). This Bond is payable as to principal upon presentation and surrender hereof at the office of the Fiscal Agent.

For the prompt payment of this Bond together with interest hereon as aforesaid and for the levy of taxes sufficient for that purpose, the full faith, credit and resources of the City are hereby irrevocably pledged.

This Bond is one of an issue of Bonds aggregating the principal amount of \$4,755,000, all of which are of like tenor, except as to denomination, interest rate, maturity date and redemption provision, issued by the City pursuant to the provisions of Section 67.04, Wisconsin Statutes, for the public purpose of paying the cost of providing financial assistance to community development projects under Section 66.1105, Wisconsin Statutes, in the City's Tax Incremental District Nos. 3 and 8, all as authorized by resolutions of the Common Council duly adopted by said governing body at meetings held on March 22, 2016 and April 12, 2016. Said resolutions are recorded in the official minutes of the Common Council for said dates.

The Bonds maturing on April 1, 2025 and thereafter are subject to redemption prior to maturity, at the option of the City, on April 1, 2024 or on any date thereafter. Said Bonds are redeemable as a whole or in part, and if in part, from maturities selected by the City and within each maturity, by lot (as selected by the Depository), at the principal amount thereof, plus accrued interest to the date of redemption.

[The Bonds maturing in the years _____, _____ and _____ are subject to mandatory redemption by lot as provided in the resolution awarding the sale of the Bonds at the redemption price of par plus accrued interest to the date of redemption and without premium.]

In the event the Bonds are redeemed prior to maturity, as long as the Bonds are in book-entry-only form, official notice of the redemption will be given by mailing a notice by registered or certified mail, overnight express delivery, facsimile transmission, electronic transmission or in any other manner required by the Depository, to the Depository not less than thirty (30) days nor more than sixty (60) days prior to the redemption date. If less than all of the Bonds of a maturity are to be called for redemption, the Bonds of such maturity to be redeemed will be selected by lot. Such notice will include but not be limited to the following: the designation, date and maturities of the Bonds called for redemption, CUSIP numbers, and the date of redemption. Any notice provided as described herein shall be conclusively presumed to have been duly given, whether or not the registered owner receives the notice. The Bonds shall cease to bear interest on the specified redemption date provided that federal or other immediately available funds sufficient for such redemption are on deposit at the office of the Depository at that time. Upon such deposit of funds for redemption the Bonds shall no longer be deemed to be outstanding.

It is hereby certified and recited that all conditions, things and acts required by law to exist or to be done prior to and in connection with the issuance of this Bond have been done, have existed and have been performed in due form and time; that the aggregate indebtedness of the City, including this Bond and others issued simultaneously herewith, does not exceed any limitation imposed by law or the Constitution of the State of Wisconsin; and that a direct annual irrevocable tax has been levied sufficient to pay this Bond, together with the interest thereon, when and as payable.

This Bond is transferable only upon the books of the City kept for that purpose at the office of the Fiscal Agent, only in the event that the Depository does not continue to act as depository for the Bonds, and the City appoints another depository, upon surrender of the Bond to the Fiscal Agent, by the registered owner in person or his duly authorized attorney, together with a written instrument of transfer (which may be endorsed hereon) satisfactory to the Fiscal Agent duly executed by the registered owner or his duly authorized attorney. Thereupon a new fully registered Bond in the same aggregate principal amount shall be issued to the new depository in exchange therefor and upon the payment of a charge sufficient to reimburse the City for any tax, fee or other governmental charge required to be paid with respect to such registration. The Fiscal Agent shall not be obliged to make any transfer of the Bonds (i) after the Record Date, (ii) during the fifteen (15) calendar days preceding the date of any publication of notice of any proposed redemption of the Bonds, or (iii) with respect to any particular Bond, after such Bond has been called for redemption. The Fiscal Agent and City may treat and consider the Depository in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes whatsoever. The Bonds are issuable solely as negotiable, fully-registered Bonds without coupons in the denomination of \$5,000 or any integral multiple thereof.

[This Bond shall not be valid or obligatory for any purpose until the Certificate of Authentication hereon shall have been signed by the Fiscal Agent.]

No delay or omission on the part of the owner hereof to exercise any right hereunder shall impair such right or be considered as a waiver thereof or as a waiver of or acquiescence in any default hereunder.

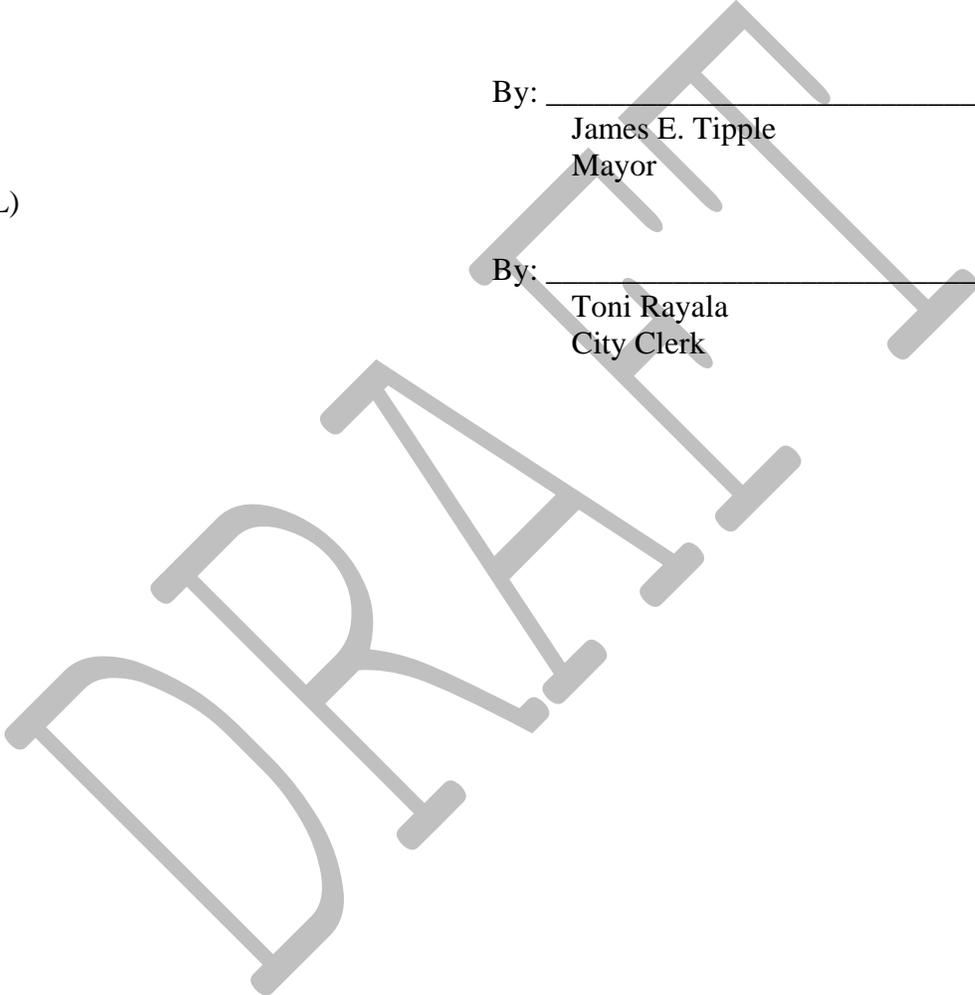
IN WITNESS WHEREOF, the City of Wausau, Marathon County, Wisconsin, by its governing body, has caused this Bond to be executed for it and in its name by the manual or facsimile signatures of its duly qualified Mayor and City Clerk; and to be sealed with its official or corporate seal, if any, all as of the original date of issue specified above.

CITY OF WAUSAU,
MARATHON COUNTY, WISCONSIN

By: _____
James E. Tipple
Mayor

(SEAL)

By: _____
Toni Rayala
City Clerk



[Date of Authentication: _____, _____]

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds of the issue authorized by the within-mentioned resolutions of the City of Wausau, Wisconsin.

_____,

By _____
Authorized Signatory]

DRAFT

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

(Name and Address of Assignee)

(Social Security or other Identifying Number of Assignee)

the within Bond and all rights thereunder and hereby irrevocably constitutes and appoints _____, Legal Representative, to transfer said Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

(e.g. Bank, Trust Company
or Securities Firm)

(Depository or Nominee Name)

NOTICE: This signature must correspond with the name of the Depository or Nominee Name as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

(Authorized Officer)

[EXHIBIT F

Fiscal Agency Agreement

(See Attached)]

DRAFT

**ADDENDUM DATED APRIL 6, 2016
TO PRELIMINARY OFFICIAL STATEMENT DATED APRIL 4, 2016**

New Issue

Rating: Moody's Investors Service

**CITY OF WAUSAU, WISCONSIN
(Marathon County)**

**\$4,755,000* TAXABLE GENERAL OBLIGATION COMMUNITY
DEVELOPMENT BONDS, SERIES 2016C**

PROPOSAL OPENING: April 12, 2016, 10:00 a.m.

The 2009 Notes were omitted from the debt schedule included in the Preliminary Official Statement. The debt schedule has been updated and the affected pages of the Preliminary Official Statement are attached hereto.



DEBT

DIRECT DEBT¹ (includes the Bonds) -

General Obligation Debt (see schedules following)

Total General Obligation Debt	<u>\$ 67,303,575</u>
-------------------------------	----------------------

¹ Outstanding debt is as of the dated date of the Bonds.

CITY OF WAUSAU, WISCONSIN
Schedule of Bonded Indebtedness
General Obligation Debt
(As of May 10, 2016)

Dated Amount	Notes Series 2009		Notes Series 2010A		Taxable GO Notes Series 2010B		Notes Series 2011A		Taxable Notes Series 2012A		Notes Series 2012B		Notes		Notes	
	8/18/2009	4/1	6/24/2010	4/1	6/24/2010	4/1	8/2/2011	4/1	4/5/2012	4/1	4/5/2012	4/1	8/21/2012	4/5/2012	8/21/2012	4/5/2012
Maturity																
	Principal	Interest	Principal	Interest	Principal	Interest	Principal	Interest	Principal	Interest	Principal	Interest	Principal	Interest	Principal	Interest
2016		16,988														
2017	410,000	28,850	520,000	29,513	285,000	4,774	770,000	42,647	265,000	18,956	1,600,000	86,056				9,845
2018	410,000	18,088	530,000	52,525	285,000	4,774	770,000	77,594	270,000	35,263	1,615,000	156,113				9,845
2019	415,000	6,225	535,000	38,870	280,000		770,000	62,194	280,000	29,913	1,575,000	123,963				9,845
2020			540,000	23,958	285,000		765,000	45,831	290,000	24,413	1,595,000	92,063				9,845
2021				8,100	290,000		760,000	28,084	300,000	18,406	1,005,000	58,369				9,845
2022								9,500		11,575	510,000	27,863				4,923
2023										3,975		7,650				
2024																
2025																
2026																
2027																
2028																
2029																
2030																
2031																
2032																
2033																
2034																
2035																
2036																
TOTAL	1,235,000	70,150	2,125,000	152,965	285,000	9,548	3,835,000	265,860	1,690,000	142,500	7,900,000	552,075	135,575	7,466	358,000	54,148

continued on next page

CITY OF WAUSAU, WISCONSIN
Schedule of Bonded In Debtedness
General Obligation Debt
(As of May 10, 2016)

Dated Amount	Notes Series 2015A		Bonds Series 2015B		Taxable Bonds Series 2015C		State Trust Fund Loan		Notes Series 2016A 1)		Bonds Series 2016B	
	8/6/2015	4/1	8/6/2015	4/1	8/6/2015	4/1	9/29/2015	3/15	5/10/2016	4/1	5/10/2016	4/1
	\$3,930,000		\$5,705,000		\$2,655,000		\$4,000,000		\$8,825,000		\$6,630,000	
Maturity	4/1	4/1	4/1	4/1	4/1	4/1	3/15	4/1	4/1	4/1	4/1	4/1
Fiscal Year Ending												
2016		29,785		75,061	44,078							
2017	370,000	57,998	120,000	148,923	88,155		337,474	189,836	1,375,000	189,323	150,000	221,493
2018	380,000	54,430	305,000	144,673	85,605		408,278	119,032	1,250,000	119,290	50,000	157,848
2019	385,000	50,029	310,000	138,523	80,430		421,547	105,763	795,000	106,225	370,000	154,958
2020	385,000	44,831	315,000	132,273	75,105		434,995	92,315	810,000	94,383	375,000	149,461
2021	390,000	38,920	315,000	125,185	69,630		449,385	77,925	820,000	81,545	380,000	143,515
2022	400,000	32,100	330,000	117,123	64,005		463,990	63,320	830,000	67,930	385,000	137,203
2023	410,000	24,300	330,000	109,079	58,230		479,069	48,241	850,000	53,013	395,000	130,276
2024	420,000	15,475	345,000	100,848	52,305		494,550	32,761	860,000	36,335	400,000	122,523
2025	430,000	5,375	350,000	92,160	46,025		510,712	16,598	885,000	17,785	410,000	113,913
2026			360,000	82,385	39,090				350,000	4,025	420,000	104,573
2027			370,000	71,435	31,530						435,000	94,196
2028			385,000	60,110	23,370						445,000	82,643
2029			390,000	48,485	14,495						455,000	70,265
2030			405,000	36,358	4,938						465,000	56,920
2031			170,000	27,445							485,000	42,428
2032			180,000	22,020							190,000	31,823
2033			180,000	16,440							195,000	25,469
2034			190,000	10,325							200,000	18,753
2035			200,000	3,500							210,000	11,575
2036											215,000	3,924
TOTAL	3,570,000	353,243	5,550,000	1,562,348	2,655,000	776,990	4,000,000	745,791	8,825,000	769,863	6,630,000	1,873,754

1) Current Refunds the 2017-2018 maturities of the 2008 Notes

continued on next page

CITY OF WAUSAU, WISCONSIN
Schedule of Bonded In Debtedness
General Obligation Debt
(As of May 10, 2016)

Taxable Bonds
Series 2016C

Dated Amount	5/10/2016		Fiscal Year Ending	Total Principal	Total Interest	Principal & Interest	Principal Outstanding	Principal %Paid	Year
	Amount	Maturity							
	\$4,755,000	4/1							
2016			0	544,476	544,476	67,303,575	0.00%	2016	
2017	315,000	154,131	8,553,049	1,734,834	10,287,884	58,750,526	12.71%	2017	
2018	325,000	105,384	8,688,278	1,349,541	10,047,819	50,052,247	25.63%	2018	
2019	515,000	98,036	8,221,547	1,162,641	9,384,188	41,830,700	37.85%	2019	
2020	525,000	87,524	7,464,995	993,041	8,458,036	34,365,705	48.94%	2020	
2021	525,000	75,659	6,747,385	833,440	7,580,824	27,618,321	58.96%	2021	
2022	525,000	62,980	5,208,990	695,990	5,904,980	22,409,331	66.70%	2022	
2023	525,000	49,803	4,469,069	582,276	5,051,345	17,940,262	73.34%	2023	
2024	575,000	35,713	4,014,550	480,396	4,494,945	13,925,712	79.31%	2024	
2025	575,000	20,331	3,655,712	384,237	4,039,949	10,270,000	84.74%	2025	
2026	50,000	11,713	1,685,000	305,010	1,990,010	8,585,000	87.24%	2026	
2027	50,000	10,225	1,370,000	260,986	1,630,986	7,215,000	89.28%	2027	
2028	50,000	8,650	1,410,000	218,173	1,628,173	5,805,000	91.37%	2028	
2029	50,000	6,988	1,440,000	172,858	1,612,858	4,365,000	93.51%	2029	
2030	50,000	4,950	1,340,000	126,965	1,466,965	3,025,000	95.51%	2030	
2031	50,000	2,850	875,000	89,723	964,723	2,150,000	96.81%	2031	
2032	50,000	963	545,000	65,005	655,005	1,560,000	97.68%	2032	
2033			390,000	45,309	590,309	1,015,000	98.49%	2033	
2034			410,000	29,078	419,078	625,000	99.07%	2034	
2035			215,000	15,075	425,075	215,000	99.68%	2035	
2036			0	3,924	218,924	0	100.00%	2036	
TOTAL			67,303,575	10,092,975	77,396,550				

DEBT LIMIT

The constitutional and statutory general obligation debt limit for most Wisconsin municipalities, including towns, cities, villages, and counties (Article XI, Section 3 of the Wisconsin Constitution and Section 67.03, Wisconsin Statutes) is 5% of the current equalized value.

Equalized Value	\$ 2,633,849,300
Multiply by 5%	<u>0.05</u>
Statutory Debt Limit	\$ 131,692,465
Less: General Obligation Debt	<u>(67,303,575)</u>
Unused Debt Limit	<u><u>\$ 64,388,890</u></u>

OVERLAPPING DEBT¹

Taxing District	2015 Equalized Value	% In City	Total G.O. Debt	City's Proportionate Share
Marathon County	\$ 9,852,982,500	26.7315%	\$ 11,125,000	\$ 2,973,879
North Central Technical College	15,995,685,940	16.4660%	24,315,000	4,003,708
Wausau School District	3,984,264,296	63.1638%	78,210,000	49,400,408
DC Everest Area School District	2,462,174,136	4.7615%	28,960,000	<u>1,378,930</u>
City's Share of Total Overlapping Debt				<u><u>\$ 57,756,926</u></u>

¹ Overlapping debt is as of the dated date of the Obligations. Only those taxing jurisdictions with general obligation debt outstanding are included in this section.

DEBT RATIOS

	G.O. Debt	Debt/Equalized Value \$2,633,849,300	Debt/ Per Capita 39,063¹
Total General Obligation Debt	\$ 67,303,575	2.56%	\$ 1,722.95
City's Share of Total Overlapping Debt	<u>57,756,926</u>	<u>2.19%</u>	<u>1,478.56</u>
Total	\$ 125,060,501	4.75%	\$ 3,201.51

DEBT PAYMENT HISTORY

The City has no record of default in the payment of principal and interest on its debt.

FUTURE FINANCING

Other than the \$8.8 million General Obligation Promissory Notes, Series 2016A and the \$6.6 General Obligation Corporate Purpose Bonds, Series 2016B being issued simultaneously with this issue, the City is also in the process of purchasing ½ a block in the downtown from McDevco for \$1,610,000. This purchase will be funded by the Judd S Alexander Foundation in the form of a 10 year interest only loan with a principal payment in full at the end of the term.

In addition, the City will likely go to the State Trust Fund for Water and Sewer Utility needs in the next couple of months.

Finally, the City is looking at purchasing 205 acres of land for business park expansion for \$1,640,000 to be funded over two years with approximately \$820,000 due at closing and the second payment due in 2017.

¹ Estimated 2015 population.



411 East Wisconsin Avenue
Suite 2350
Milwaukee, Wisconsin 53202-4426
414.277.5000
Fax 414.271.3552
www.quarles.com

Attorneys at Law in
Chicago
Indianapolis
Madison
Milwaukee
Naples
Phoenix
Scottsdale
Tampa
Tucson
Washington, D.C.

April 5, 2016

VIA EMAIL AND REGULAR MAIL

Ms. Maryanne A. Groat
Finance Director/Treasurer
City of Wausau
407 Grant Street
Wausau, WI 54403

Scope of Engagement Re: Proposed Issuance of \$4,755,000 City of Wausau (the "City")
Taxable General Obligation Community Development Bonds, Series 2016C

Dear Ms. Groat:

We are pleased to be working with you again as the City's bond counsel.

The purpose of this letter is to set forth the role we propose to serve and responsibilities we propose to assume as bond counsel in connection with the issuance of the above-referenced Bonds (the "Securities") by the City.

Role of Bond Counsel

Bond counsel is engaged as a recognized independent expert whose primary responsibility is to render an objective legal opinion with respect to the authorization and issuance of municipal obligations. If you desire additional information about the role of bond counsel, we would be happy to provide you with a copy of a brochure prepared by the National Association of Bond Lawyers.

As bond counsel we will: examine applicable law; prepare authorizing and closing documents; consult with the parties to the transaction, including the City's financial advisor or underwriter or placement agent, prior to the issuance of the Securities; review certified proceedings; and undertake such additional duties as we deem necessary to render the opinion. As bond counsel, we do not advocate the interests of the City or any other party to the transaction. We assume that the parties to the transaction will retain such counsel as they deem necessary and appropriate to represent their interests in this transaction.

Subject to the completion of proceedings to our satisfaction, we will render our opinion that:

- 1) the Securities are valid and binding general obligations of the City;

- 2) all taxable property in the territory of the City is subject to ad valorem taxation without limitation as to rate or amount to pay the Securities; and
- 3) the interest paid on the Securities will be included in gross income for federal income tax purposes.

The opinion will be executed and delivered by us in written form on the date the Securities are exchanged for their purchase price (the "Closing") and will be based on facts and law existing as of its date. Upon delivery of the opinion, our responsibilities as bond counsel will be concluded with respect to this financing.

In rendering the opinion, we will rely upon the certified proceedings and other certifications of public officials and other persons furnished to us without undertaking to verify the same by independent investigation.

The services we will provide under this engagement are strictly limited to legal services. We are neither qualified nor engaged to provide financial advice and we will make no representation about the desirability of the proposed plan of finance, the feasibility of the projects financed or refinanced by the Securities, or any related matters.

Diversity of Practice; Consent to Unrelated Engagements

Because of the diversity of practice of our firm, members of our firm other than those who serve you may be asked to represent other clients who have dealings with the City regarding such matters as zoning, licensing, land division, real estate, property tax or other matters which are unrelated to our bond counsel work. Ethical requirements sometimes dictate that we obtain the City's consent to such situations even though our service to you is limited to the specialized area of bond counsel. We do not represent you in legal matters regularly, although we may be called upon for special representation occasionally, and our bond counsel work does not usually provide us information that will be disadvantageous to you in other representations. We do not believe that such representations of others would adversely affect our relationship with you, and we have found that local governments generally are agreeable to the type of unrelated representation described above. We would like to have an understanding with you that the City consents to our firm undertaking representations of this type. Your approval of this letter will serve to confirm that the City has no objection to our representation of other clients who have dealings with the City, unrelated to the borrowing and finance area or any other area in which we have agreed to serve it. If you have any questions or would like to discuss this consent further, please call us.

Ms. Maryanne A. Groat
April 5, 2016
Page 3

We also want to advise you that from time to time we represent underwriters and purchasers of municipal obligations, as well as other bond market participants. In past transactions or matters that are not related to the issuance of the Securities and our role as bond counsel, we may have served as counsel to the financial institution that has or will underwrite, purchase or place the Securities or that is serving as the City's financial advisor. We may also be asked to represent financial institutions and other market participants, including the underwriter, purchaser or placement agent of the Securities or the City's financial advisor, in future transactions or matters that are not related to the issuance of the Securities or our role as bond counsel. By engaging our services under the terms of this letter, the City consents to our firm undertaking representations of this type.

A form of our opinion and a form of a Continuing Disclosure Certificate (which we may prepare) may be included in the Official Statement or other disclosure document for the Securities. However, as bond counsel, we will not assume or undertake responsibility for the preparation of an Official Statement or other disclosure document with respect to the Securities, nor are we responsible for performing an independent investigation to determine the accuracy, completeness or sufficiency of any such document. If an Official Statement or other disclosure document is prepared and adopted or approved by the City, we will either prepare or review any description therein of: (i) Wisconsin and federal law pertinent to the validity of the Securities and the tax treatment of interest paid thereon and (ii) our opinion.

Fees

Based upon: (i) our current understanding of the terms, structure, size and schedule of the financing, (ii) the duties we will undertake pursuant to this letter, (iii) the time we anticipate devoting to the financing, and (iv) the responsibilities we assume, we estimate that our fee as bond counsel would be \$6,400 including all out-of-pocket expenses, including travel costs, photocopying, faxes, deliveries, filing fees, and other necessary office disbursements. Such fee and expenses may vary: (i) if the principal amount of Securities actually issued differs significantly from the amount stated above, (ii) if material changes in the structure of the financing occur, or (iii) if unusual or unforeseen circumstances arise which require a significant increase in our time, expenses or responsibility. Our fees and expenses may increase if the Securities are insured by a municipal bond insurance company, as municipal bond insurance companies require additional opinions and documents. If at any time we believe that circumstances require an adjustment of our original fee estimate, we will consult with you. It is our understanding that the City is responsible for our fee.

Ms. Maryanne A. Groat
April 5, 2016
Page 4

If, for any reason, the financing is not consummated or is completed without the rendition of our opinion as bond counsel, we will expect to be compensated at our normal hourly rates for time actually spent, plus out-of-pocket expenses. Our fee is usually paid either at the Closing out of proceeds of the Securities or pursuant to a statement rendered shortly thereafter. We customarily do not submit any statement until the Closing unless there is a substantial delay in completing the financing.

Limited Liability Partnership

Our firm is a limited liability partnership ("LLP"). Because we are an LLP, no partner of the firm has personal liability for any debts or liabilities of the firm except as otherwise required by law, and except that each partner can be personally liable for his or her own malpractice and for the malpractice of persons acting under his or her actual supervision and control. As an LLP we are required by our code of professional conduct to carry at least \$10,000,000 of malpractice insurance; currently, we carry coverage with limits substantially in excess of that amount. Please call me if you have any questions about our status as a limited liability partnership.

Conclusion and Request for Signed Copy

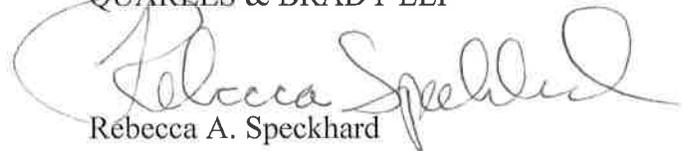
If the foregoing terms of this engagement are acceptable to you, please so indicate by returning the enclosed copy of this letter dated and signed by an appropriate officer, retaining the original for your files. If we do not hear from you within thirty (30) days, we will assume that these terms are acceptable to you, but we would prefer to receive a signed copy of this letter from you.

Ms. Maryanne A. Groat
April 5, 2016
Page 5

We are looking forward to working with you and the City in this regard.

Very truly yours,

QUARLES & BRADY LLP



Rebecca A. Speckhard

RAS:TAB:meg
Enclosures
#940025.00016

cc: Ms. Toni Rayala (via email)
Ms. Mary Goede (via email)
Anne Jacobson, Esq. (via email)
Mr. Phil Cosson (via email)
Mr. James A. Mann (via email)
Ms. Kathy Myers (via email)
Ms. Sue Porter (via email)
Ms. Mary Zywiec (via email)
Mr. Brendan Leonard (via email)

Accepted and Approved:

CITY OF WAUSAU

By: _____

Its: _____
Title

Date: _____



Wausau Police Department

James E. Tipple
Mayor

Jeffrey G. Hardel
Chief of Police

Captain Matthew Barnes
Wausau Police Department
515 Grand Ave
Wausau, WI 54403

04/06/16

RE: Information for Finance Committee

On Tuesday April 12, Captain Barnes will present information to the Committee and request an exemption to Chapter 3.14 (Sale of City-Owned Personal Property) of the Wausau Municipal Code. In addition, Captain Barnes will discuss the current needs of the Wausau PD firearms training facility. These two items are related in that, if the Common Council authorizes the exemption of Chapter 3.14, the Wausau PD will sell some current assets and utilize the proceeds to fund the desired improvements to the Wausau PD firearms range.

Specifically, the Wausau PD will sell a Thompson submachine gun purchased by the department in 1931, and a gas grenade launcher purchased about the same time. Neither of these items serve a current purpose for the WPD. Captain Barnes will address the process required to sell these items through the Alcohol Tobacco and Firearms. A significant amount of research was required to identify the process and ensure a legal and ethical sale of these firearms.

The expected proceeds of the sale, (\$35,000), will finance a significant portion of the funds necessary to build a new "range house" which may include a classroom and storage facility.

The amount of \$35,000 exceeds any offer made by local businesses to purchase the firearms, or to expect on consignment. Internet research has identified a high end value of \$35,000 to be a high end of values for these firearms. The following list identifies the businesses contacted and their offers:

- Central WI. Firearms
 - Gun sold through consignment at an estimated \$25,000
 - Business would keep 20% or \$5,000 whichever is greater
 - \$250 to purchase the gas launcher
- Condition One
 - \$10,000 for purchase of the Thompson
- Chase Outdoors
 - Suggested we allow them to list Thompson in online auction
 - The department would choose what the minimum sale price would be
 - Chase outdoors would add 10% to that minimum price (5% for the store and 5% to go towards auction costs)



Wausau Police Department

James E. Tipple
Mayor

Jeffrey G. Hardel
Chief of Police

- Out of state private party sale
 - \$35,000 for gas launcher and Thompson

Also included in this packet of information are photos of our current firearms range and “Range house”.

It is the intention of the WPD to build a new facility without a CIP request or requesting additional funding from the City of Wausau.

Another separate but related issue to be discussed is changing or creating an exemption to Chapter 3.14 for the WPD to deal with the upgrading/replacement of currently used firearms. When we replace firearms, the used firearms are either traded in to the company we are purchasing the new firearms from, or sold to the business offering the best price. Every effort is taken to receive the best value for the City of Wausau. We would like to continue this practice, as it is efficient, and we get the best price. However, after inspection of Chapter 3.14, I realize it is in violation of the ordinance. We would like to avoid using an auction service and the advertisement requirements.

The Wausau PD is currently in the process of upgrading 24 rifles and eliminating its use of shotguns. We will be selling 24 shotguns and about 20 rifles to offset some of the expense in purchasing the new rifles. The value of the used firearms is known and the offers to purchase are all within \$100 of each other, per firearm.

I will be requesting the Finance Committee direct staff to draft a resolution authorizing the above requests to be voted on at the following City Council Meeting.









PETROL RANGE
→

A blue wooden building with a gabled roof and horizontal siding. A white sign with black text and an arrow is mounted on the front wall above a dark blue door. The building is situated on a grassy area with a concrete path leading to the door. Bare trees and a utility pole are visible in the background.

PISTOL RANGE
→

PISTOL RANGE
→

















City of Wausau



1 inch = 100 feet

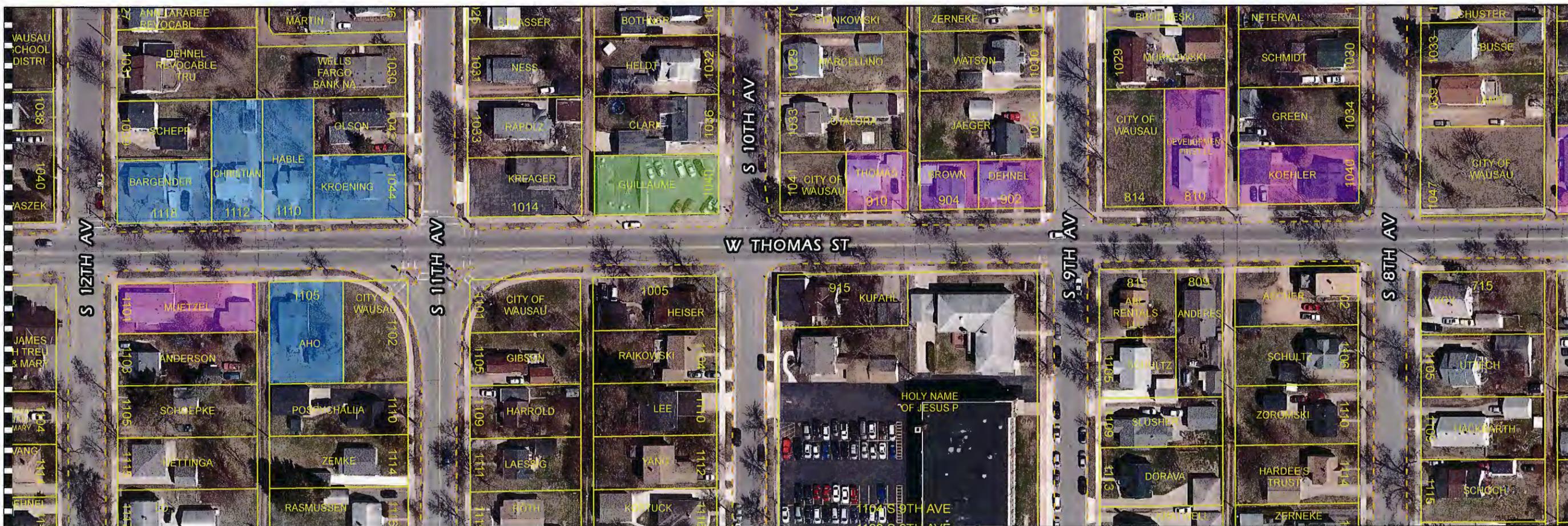
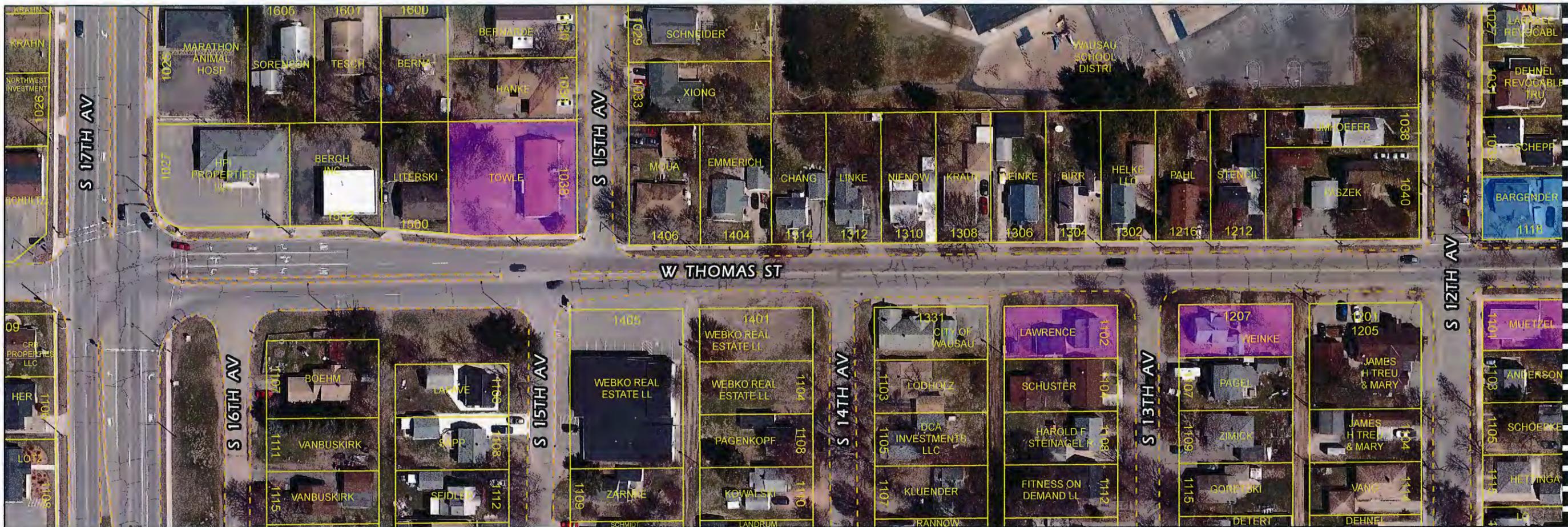
- Commercial relocation for roadway
- Consider purchase for future development
- Residential relocation for roadway
- Road (Paved)
- Parcel (LRS View)

- NOTES:
1. DUPLICATION OF THIS MAP IS PROHIBITED WITHOUT THE WRITTEN CONSENT OF THE CITY OF WAUSAU ENGINEERING DEPT.
 2. THIS MAP WAS COMPILED AND DEVELOPED BY THE CITY OF WAUSAU AND MARATHON COUNTY GIS. THE CITY AND COUNTY ASSUME NO RESPONSIBILITY FOR THE ACCURACY OF THE INFORMATION CONTAINED HEREIN.
 3. MAP FEATURES DEVELOPED FROM APRIL 2010 AERIAL PHOTOGRAPHY.
 4. AERIAL IMAGERY WAS COLLECTED ON SUNDAY, MAY 4, 2014 WITH 2 INCH SPATIAL RESOLUTION.

Date: 04/01/2016



Page 1 of 2



City of Wausau



1 inch = 100 feet

Commercial relocation for roadway

Consider purchase for future development

Residential relocation for roadway

Road (Paved)

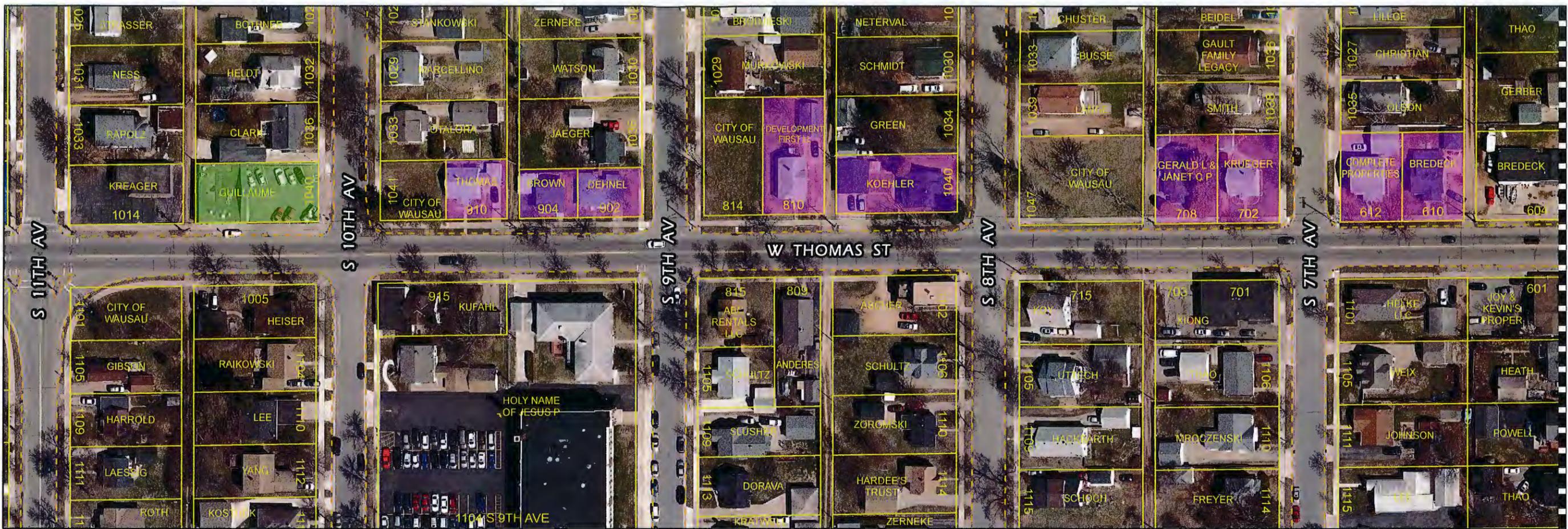
Parcel (LRS View)

- NOTES:
1. DUPLICATION OF THIS MAP IS PROHIBITED WITHOUT THE WRITTEN CONSENT OF THE CITY OF WAUSAU ENGINEERING DEPT.
 2. THIS MAP WAS COMPILED AND DEVELOPED BY THE CITY OF WAUSAU AND MARATHON COUNTY GIS. THE CITY AND COUNTY ASSUME NO RESPONSIBILITY FOR THE ACCURACY OF THE INFORMATION CONTAINED HEREIN.
 3. MAP FEATURES DEVELOPED FROM APRIL 2010 AERIAL PHOTOGRAPHY.
 4. AERIAL IMAGERY WAS COLLECTED ON SUNDAY, MAY 4, 2014 WITH 2 INCH SPATIAL RESOLUTION.

Date: 04/01/2016



Page 2 of 2



R/W PROJECT NUMBER	SHEET NUMBER	TOTAL SHEETS
FEDERAL PROJECT NUMBER	4.01	9
PLAT OF RIGHT-OF-WAY REQUIRED FOR THOMAS STREET 17TH AVENUE - WISCONSIN RIVER		
THOMAS STREET CITY OF WAUSAU		
CONSTRUCTION PROJECT NUMBER		

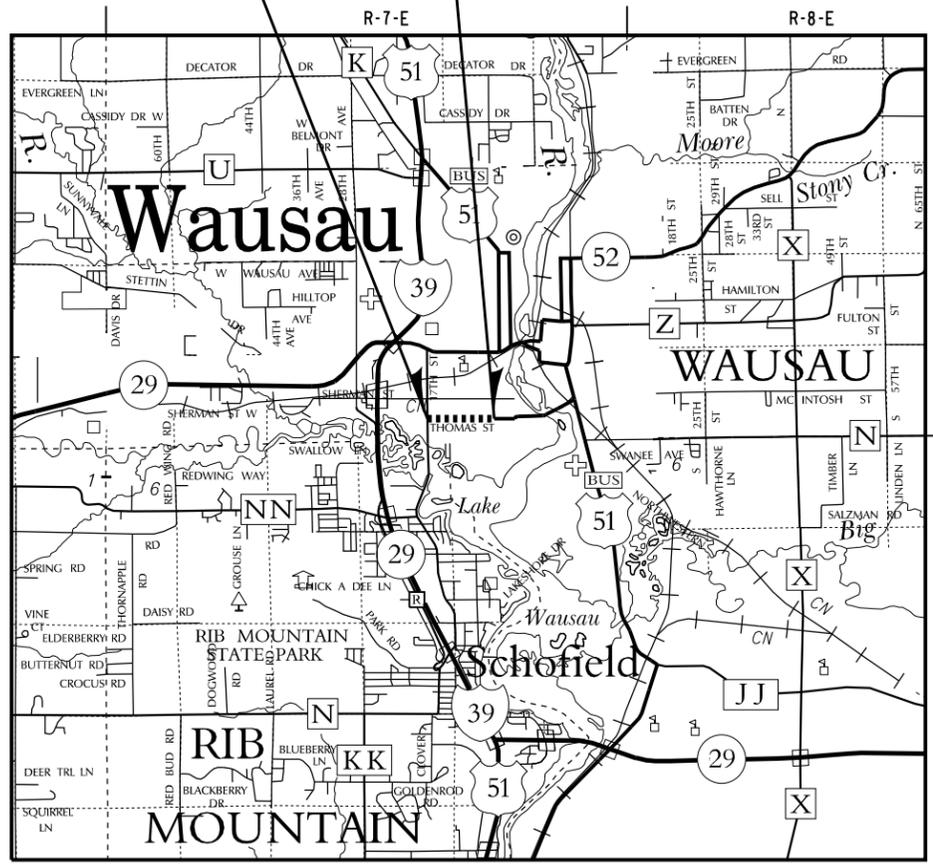
CONVENTIONAL SIGNS AND ABBREVIATIONS

STATE LINE	-----	SECTION CORNER		FOUNDATION OR RUIN BUILDING	
COUNTY LINE	-----	NOTATION FOR COMBUSTIBLE FLUIDS		CEMETERY	
TOWNSHIP AND RANGE LINES	-----	NOTATION FOR HIGH VOLTAGE TRANSMISSION LINES		R/W MONUMENT	
SECTION LINE	-----	BRIDGE		NON-MONUMENTED R/W POINT	
QUARTER LINE	-----	STREAM OR RIVER		IRON PIN	
SIXTEENTH LINE	-----	LAKE		VALVE	
NEW REFERENCE LINE	-----	CULVERT (Box, Pipe Or Cattle Pass)		WINDMILL	
NEW R/W LINE	-----	SIGN		MANHOLE, SEPTIC VENT, WELL, ETC.	
EXISTING R/W LINE	-----	ELECTRIC POLE		GAS PUMPS	
PROPERTY LINE	-----	TELEPHONE POLE		BUSHES	
CORPORATE LIMITS	-----	PEDESTAL (Label Type - Communications, Electric)		TREES (Deciduous)	
LOT, TIE AND OTHER MINOR LINES	-----	ACCESS RESTRICTED (By Acquisition)		TREES (Coniferous)	
SLOPE INTERCEPTS	-----	ACCESS RESTRICTED (By Previous Acquisition/Control)		WOODS	
UNDERGROUND FACILITY (Communications, Electric, Etc.)	-----	NO ACCESS (By Statutory Authority)		ENCROACHING SIGN	
FENCE	-----				
FEE INTEREST	-----				
TEMPORARY INTEREST	-----				
EASEMENT (Highway, Permanent Limited or Restricted Development)	-----				
BEAM GUARD	-----				
TRANSMISSION STRUCTURES (Line Optional)	-----				
RAIL LINE	-----				

P.I.	Point of Intersection	ST.	Street
or PI		IP	Iron Pipe or Iron Pin
°	Deflection Angle	C.S.M.	Certified Survey Map
D.	Degree of Curve	COR.	Corner
T.	Tangent Length	L.C.	Long Chord
L.	Length	L.C.B.	Long Chord Bearing
R.	Radius	MI.	Miles
CATV	Cable Television Line	MISC	Miscellaneous
FO	Fiber Optic Cable	N/A	Not Available or Applicable
G	Gas Line	P.L.	Property Line
GUY	Guy Wire	P.L.E.	Permanent Limited Easement
GV	Gas Valve	P.O.B.	Point of Beginning
SAN	Sanitary Sewer Line	PC	Point of Curvature
SEPV.	Septic Vent	PG.	Page
T	Telephone Line	PROP	Property Corner
W	Water Line	PT	Point of Tangency
ANT.	Antenna	R/W	Right of Way
B	Barn or Building	RD.	Road
G	Garage	REM.	Remnant
H	House	S.F.	Square Feet
S	Shed	SEC.	Section
C.T.H.	County Trunk Highway	STA.	Station
CORP	Corporation	T.L.E.	Temporary Limited Easement
LLC	Limited Liability Corporation	or TLE	
RR.	Railroad	VOL.	Volume
S.T.H.	State Trunk Highway		

BEGIN RELOCATION ORDER
STA. 13+96.36
 1318.70' NORTH AND 900.69' WEST
 OF THE SOUTHWEST CORNER
 OF SECTION 35, T29N, R7E.

END RELOCATION ORDER
STA. 49+15.00
 1314.64' NORTH AND 17.32' WEST
 OF THE SOUTH QUARTER CORNER
 OF SECTION 35, T29N, R7E.



TOTAL NET LENGTH OF CENTERLINE = 0.666 MI.

NOTES

POSITIONS SHOWN ON THIS PLAT ARE WISCONSIN COUNTY COORDINATES, MARATHON COUNTY, NAD 83 (2007) IN US SURVEY FEET. VALUES SHOWN ARE GRID COORDINATES, GRID BEARINGS AND GRID DISTANCES. GRID DISTANCES MAY BE USED FOR GROUND DISTANCES.

RIGHT OF WAY MONUMENTS ARE TYPE 2 MONUMENTS (TYPICALLY 3/4 " X 24" REBAR) AND WILL BE PLACED PRIOR TO THE COMPLETION OF THE PROJECT.

RIGHT OF WAY BOUNDARIES ARE DEFINED WITH COURSES OF THE PERIMETER OF THE HIGHWAY LANDS REFERENCED TO THE U.S. PUBLIC LAND SURVEY SYSTEM OR OTHER "SURVEYS OF PUBLIC RECORD.

FOR CURRENT ACCESS/DRIVEWAY INFORMATION, CONTACT THE CITY OF WAUSAU.

PROPERTY LINES SHOWN ON THIS PLAT ARE DRAWN FROM DATA DERIVED FROM MAPS AND DOCUMENTS OF PUBLIC RECORD AND/OR EXISTING OCCUPATIONAL LINES. EXCLUDING RIGHT OF WAY LINES, THIS PLAT MAY NOT BE A TRUE REPRESENTATION OF EXISTING PROPERTY LINES AND SHOULD NOT BE USED AS A SUBSTITUTE FOR AN ACCURATE FIELD SURVEY.

ORIGINAL PLAT PREPARED BY

AECOM

Lance J. Habeck

DATE: 9/28/15

REVISION DATE
1-6-16

CITY OF WAUSAU

APPROVED FOR THE CITY OF WAUSAU

DATE: _____
JAMES E. TIPPLE, MAYOR

SCHEDULE OF LANDS & INTERESTS REQUIRED

OWNER'S NAMES ARE SHOWN FOR REFERENCE PURPOSED ONLY AND ARE SUBJECT TO CHANGE PRIOR TO THE TRANSFER OF LAND INTERESTS TO THE CITY OF WAUSAU.

PARCEL NUMBER	SHEET NUMBER	OWNER (S)	INTEREST REQUIRED	R/W NEW	SO. FT. EXISTING	REQUIRED TOTAL	T.L.E. SQ.FT.
1	4.04	ALAN TOWLE & KEVIN L. TOWLE AS TRUSTEES OF THE MILTON A. TOWLE REVOCABLE TRUST DATED MARCH 19 2012, VENDOR & JESSE TOWLE, PURCHASER	FEE & TLE	3343	-----	3343	4269
2	4.04	MICHAEL L. HANKE	TLE	-----	-----	-----	103
3	4.04	BEE MOUA & MOR VUE	FEE & TLE	100	-----	100	693
4	4.04	DENISE L. EMMERICH	FEE & TLE	2	-----	2	693
5	4.04	STEVEN XIA CHANG & XAI K. CHANG	TLE	-----	-----	-----	538
6	4.04	WEBKO REAL ESTATE, LLC	FEE & TLE	2055	-----	2055	1652
7	4.04	WEBKO REAL ESTATE, LLC	FEE & TLE	1797	-----	1797	1651
8	4.04	CITY OF WAUSAU	FEE & TLE	1763	-----	1763	550
9	4.04	PAUL LAWRENCE	FEE & TLE	1770	-----	1770	3802
10	4.04	DAVID L. LINKE & HOPE A. LINKE	TLE	-----	-----	-----	529
11	4.04	CONNIE M. NIENOW	TLE	-----	-----	-----	537
12	4.04	LOUIS P. KRAUS & PATRICIA J. KRAUS	TLE	-----	-----	-----	533
13	4.04	DALE J. WEINKE	TLE	-----	-----	-----	532
14	4.04	ERVIN H. BIRR & JOANN J. BIRR	TLE	-----	-----	-----	532
15	4.04 & 4.05	HELKE LLC	TLE	-----	-----	-----	532
16	4.05	EMORY D. PAHL & ROSEWITHA PAHL	TLE	-----	-----	-----	534
17	4.05	DIANE STENCIL	TLE	-----	-----	-----	534
18	4.05	CLAUDE N. PASZEK & JUDY M. PASZEK	FEE & TLE	155	-----	155	1526
19	4.05	NICHOLAS A. WEINKE	FEE & TLE	1784	-----	1784	3798
20	4.05	JAMES H. TREU & MARY J. TREU REVOCABLE TRUST OF FEBRUARY 3, 2010	FEE & TLE	1646	-----	1646	1103
21	4.05	JAN W. MUETZEL & SUSAN M. MUETZEL	FEE & TLE	1387	-----	1387	5116
22	4.05	ROGER J. AHO	FEE & TLE	826	-----	826	371
23	4.05	CITY OF WAUSAU	FEE & TLE	2370	-----	2370	536
24	4.05	CHRISTOPHER BARGENDER & JESSICA BARGENDER	FEE & TLE	436	-----	436	484
25	4.05	CHARLENE J. CHRISTIAN	FEE & TLE	322	-----	322	250
26	4.05	GARY HABLE	FEE & TLE	381	-----	381	250
27	4.05	LINDA L. KROENING	FEE & TLE	968	-----	968	482
28	4.06	JOYCE A. KREAGER, TRUSTEE OF THE JOYCE KREAGER REVOCABLE TRUST DATED AUGUST 15, 2002	FEE & TLE	1582	-----	1582	1843
29	4.06	WILFRID J. GUILLAUME, AND HIS SUCCESSOR'S AS TRUSTEE OF THE WILFRID J. GUILLAUME TRUST	FEE & TLE	1934	-----	1934	4901
30	4.06	CLINTON GIBSON & GENA M. GIBSON	FEE & TLE	192	-----	192	194
31	4.06	CITY OF WAUSAU	FEE & TLE	1732	-----	1732	575
32	4.06	CLIFFORD J. HEISER	FEE & TLE	3	-----	3	627
33	4.06	JESS F. KUFAHL	TLE	-----	-----	-----	655

PARCEL NUMBER	SHEET NUMBER	OWNER (S)	INTEREST REQUIRED	R/W NEW	SO. FT. EXISTING	REQUIRED TOTAL	T.L.E. SQ.FT.
34	4.06	HOLY NAME OF JESUS PARISH	TLE	-----	-----	-----	655
35	4.06	CITY OF WAUSAU	FEE & TLE	985	-----	985	351
36	4.06	THAD THOMAS	FEE & TLE	984	-----	984	2449
37	4.06	KEVIN L. BROWN	FEE & TLE	936	-----	936	1763
38	4.06	REUBEN E. DEHNEL OR EVELYN G. DEHNEL, AS TRUSTEES, OR THEIR SUCCESSOR(S), OF THE DEHNEL REVOCABLE TRUST DATED FEBRUARY 15, 2001	FEE & TLE	1026	-----	1026	1936
39	4.07	CITY OF WAUSAU	FEE & TLE	971	-----	971	324
40	4.07	DEVELOPMENT FIRST, LLC	FEE & TLE	970	-----	970	5857
41	4.07	MATT KOEHLER	FEE & TLE	1935	-----	1935	4892
42	4.07	ABC RENTALS, LLC	TLE	-----	-----	-----	450
43	4.07	JAMES M. ANDERES	TLE	-----	-----	-----	225
44	4.07	JAMES G. ASCHER & AUDREY M. ASCHER	TLE	-----	-----	-----	625
45	4.07	SCOTT L. KOY	TLE	-----	-----	-----	1200
46	4.07	CHAI PA XIONG & MAY YANG VANG	TLE	-----	-----	-----	774
47	4.07	CITY OF WAUSAU	FEE & TLE	1942	-----	1942	625
48	4.07	GERALD L. & JANET C. PATNODE REVOCABLE TRUST	FEE & TLE	969	-----	969	4133
49	4.07	MERLIN C. KRUEGER & PATSY J. KRUEGER	FEE & TLE	969	-----	969	4133
50	4.08	COMPLETE PROPERTIES LLC	FEE & TLE	972	-----	972	4130
51	4.08	ROBERT R. BREDECK	FEE & TLE	972	-----	972	4129
52	4.08	ROBERT R. BREDECK	FEE & TLE	1948	-----	1948	625
53	4.08	HELKE, LLC	TLE	-----	-----	-----	680
54	4.08	JOY & KEVIN'S PROPERTIES, LLC	TLE	-----	-----	-----	655
55	4.08	KENNETH C. SCHAUER & SHARON M. SCHAUER, VENDOR JAMES P. LITZENBERGER II, PURCHASER	TLE	-----	-----	-----	625
56	4.08	EZ & KZ ENTERPRISES LLC	TLE	-----	-----	-----	650
57	4.08	HUNG V. NGUYEN	FEE & TLE	1953	-----	1953	10545
58	4.08	TODD UTECHT & JANET UTECHT	FEE & TLE	1971	-----	1971	3981
59	4.09	RANDY J. SCHULRUD & JEFFERY A. SCHULRUD, AS COTRUSTEES OF THE SCHULRUD FAMILY LEGACY TRUST DATED JANUARY 14, 2014	FEE & TLE	1988	-----	1988	4304
60	4.09	CHRISTOPHER M. PETTERSON & LAURA L. PETTERSON	FEE & TLE	1953	-----	1953	4312
61	4.09	BRIAN SHIDELL D/B/A THOMAS STREET LAUNDROMAT	TLE	-----	-----	-----	275
62	4.09	DAVID JOHN NEWMAN	TLE	-----	-----	-----	199
63	4.09	JEREMY R. LUISIER	TLE	-----	-----	-----	161
64	4.09	UNDERWOOD CHAPEL, LLC	TLE	-----	-----	-----	625
65	4.09	BHAGAVATI, LLC	TLE	-----	-----	-----	381

REVISION DATE 1-6-16	DATE 11-24-15	HWY: THOMAS STREET	COUNTY R/W PROJECT NUMBER	PLAT SHEET 4.02
		COUNTY: MARATHON	CONSTRUCTION PROJECT NUMBER	PS&E SHEET E

CITY

OF

WAUSAU

T 29 N

R 7 E

NE - SE

NW - SW

NE - SW

SECTION 34

SECTION 35

SECTION 34

SECTION 35



REVISION DATE 1-6-16 N.C.	DATE 11-24-15	NOT TO SCALE	HWY: THOMAS STREET	COUNTY R/W PROJECT NUMBER	PLAT SHEET 4.03
			COUNTY: MARATHON	CONSTRUCTION PROJECT NUMBER	PS&E SHEET

NOTE: EXISTING RIGHT OF WAY ESTABLISHED FROM CROCKER'S ADDITION TO THE TOWN OF STETTIN, THE FIRST ADDITION TO WUNSCH'S ROOSEVELT PARK ADDITION AND WUNSCH'S ROOSEVELT PARK ADDITION.

R/W COURSE TABLE

FROM - TO	BEARING	DISTANCE
2096 - 2097	N05°03'23"E	5.03'
2097 - 2098	SEE R/W CURVE TABLE	
2098 - 2099	SEE R/W CURVE TABLE	
2099 - 532	N89°43'35"E	7.05'
532 - 1784	S00°05'43"E	108.45'
1784 - 2068	S80°03'08"E	50.78'
2068 - 2070	S88°26'37"E	79.58'
2070 - 2071	N89°43'35"E	584.84'
2071 - 2032	N89°43'35"E	60.00'
2032 - 2031	S89°43'35"W	109.87'
2031 - 2030	S89°43'35"W	16.00'
2030 - 2029	S89°43'35"W	110.02'
2029 - 2028	S89°43'35"W	60.00'
2028 - 2027	S89°43'35"W	97.83'
2027 - 2026	N88°26'37"W	12.23'
2026 - 2025	S74°03'31"W	16.63'
2025 - 2024	N88°26'37"W	110.16'
2024 - 2023	N48°53'36"W	53.40'
2023 - 2100	N01°33'23"E	52.46'
2100 - 2096	S89°54'07"W	326.20'

R/W STATION & OFFSET TABLE

POINT	STATION	OFFSET
532	22+97.76	18.14'
1784	14+44.75	54.41'
2023	14+37.53	34.00'
2024	15+47.69	34.00'
2025	15+63.55	29.00'
2026	15+75.32	29.00'
2027	16+72.69	29.00'
2028	17+32.69	29.00'
2029	18+42.70	29.00'
2030	18+58.70	29.00'
2031	19+68.58	29.00'
2068	14+94.98	47.00'
2070	15+74.56	47.00'
2096	13+96.36	52.46'
2097	13+96.66	57.48'
2098	22+43.15	25.00'
2099	22+95.84	25.00'
2100	13+96.36	0.00'

TLE COURSE TABLE

FROM - TO	BEARING	DISTANCE
532 - 2099	S89°43'35"W	7.05'
2099 - 3178	N13°29'12"E	30.04'
3178 - 532	S00°05'43"E	29.18'

TLE STATION & OFFSET TABLE

POINT	STATION	OFFSET
662	18+58.57	63.63'
671	19+68.43	63.59'
3094	14+37.98	49.00'
3095	15+48.13	49.00'
3096	15+63.99	44.00'
3097	15+75.32	44.00'
3098	16+72.64	44.00'
3099	17+32.67	34.00'
3100	18+42.69	34.00'
3133	14+94.69	57.00'
3135	15+74.40	57.00'
3178	23+31.17	21.28'
3180	13+74.80	51.59'
3181	22+59.38	84.23'

R/W COORDINATE TABLE

POINT	Y	X
532	198069.160	275137.608
1784	197960.713	275137.788
2023	197872.531	275128.174
2024	197869.539	275238.295
2025	197874.106	275254.285
2026	197873.774	275266.511
2027	197874.241	275364.340
2028	197874.528	275424.340
2029	197875.054	275534.356
2030	197875.130	275550.356
2031	197875.655	275660.227
2068	197951.941	275187.802
2070	197949.779	275267.356
2096	197960.078	275089.366
2097	197965.087	275089.809
2098	198029.560	275112.962
2099	198069.126	275130.553
2100	197907.636	275087.941

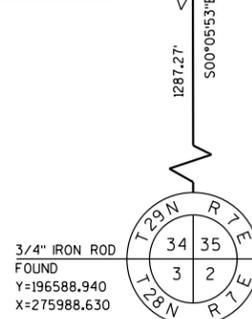
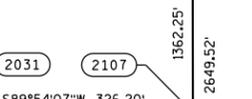
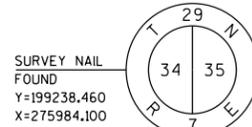
S. 15TH AVE. ALIGNMENT

P.I. = 20+26.46
Y 197803.252
X 275100.588
Δ. = 04°16'05" RT.

P.I. = 22+15.57
Y 197991.624
X 275117.254
Δ. = 29°23'44" RT.
D. = 52°05'13"
T. = 28.85'
L. = 56.43'
R. = 110.00'

P.I. = 22+87.71
Y 198052.155
X 275158.781
Δ. = 34°23'02" LT.
T. = 39°47'19"
L. = 86.42'
R. = 144.00'

P.I. = 23+89.88
Y 198157.019
X 275158.906



R/W CURVE TABLE

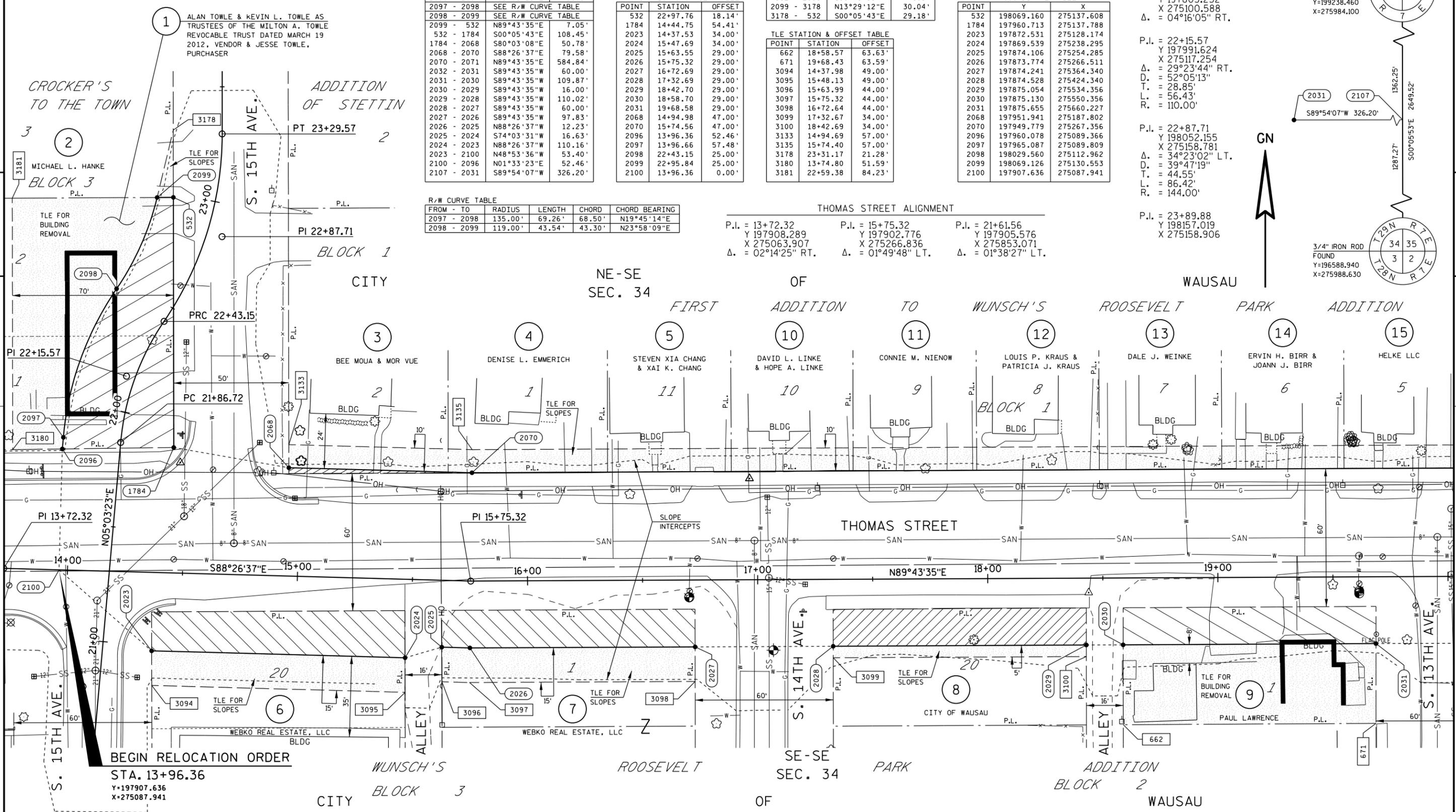
FROM - TO	RADIUS	LENGTH	CHORD	CHORD BEARING
2097 - 2098	135.00'	69.26'	68.50'	N19°45'14"E
2098 - 2099	119.00'	43.54'	43.30'	N23°58'09"E

THOMAS STREET ALIGNMENT

P.I. = 13+72.32
Y 197908.289
X 275063.907
Δ. = 02°14'25" RT.

P.I. = 15+75.32
Y 197902.776
X 275266.836
Δ. = 01°49'48" LT.

P.I. = 21+61.56
Y 197905.576
X 275853.071
Δ. = 01°38'27" LT.



REVISION DATE 1-6-16	DATE 11-24-15	SCALE, FEET 0 20 40	HWY: THOMAS STREET	STATE R/W PROJECT NUMBER	PLAT SHEET 4.04
	GRID FACTOR N/A		COUNTY: MARATHON	CONSTRUCTION PROJECT NUMBER	PS&E SHEET E

R/W COORDINATE TABLE		
POINT	Y	X
430	197896.760	276299.844
982	197957.140	276299.791
2032	197875.941	275720.227
2033	197876.467	275830.257
2034	197876.543	275846.257
2035	197876.579	275853.624
2036	197880.017	275956.494
2037	197882.038	276016.948
2038	197886.565	276152.405
2039	197886.967	276164.405
2043	197888.002	276195.371
2048	197866.764	276268.722
2049	197855.855	276282.084
2051	197799.276	276300.000
2071	197952.573	275852.185
2072	197956.053	275956.293
2073	197958.058	276016.289
2078	197966.508	276269.072
2091	197970.910	276288.794
2092	197984.597	276299.744

R/W CURVE TABLE				
FROM - TO	RADIUS	LENGTH	CHORD	CHORD BEARING
2091 - 2092	14.00'	18.94'	17.53'	N38°39'35"E
2051 - 2049	168.90'	59.66'	59.35'	N17°34'14"W
2049 - 2048	22.00'	17.73'	17.25'	N50°46'15"W

NOTE: EXISTING RIGHT OF WAY ESTABLISHED FROM THE FIRST ADDITION TO WUNSCH'S ROOSEVELT PARK ADDITION, WUNSCH'S ROOSEVELT PARK ADDITION, A.R. HOLUB'S ADDITION, CSM 2557 AND GOVERNMENT LAND LINES.

R/W COURSE TABLE		
FROM - TO	BEARING	DISTANCE
2070 - 2071	N89°43'35"E	584.84'
2071 - 2072	N88°05'08"E	104.17'
2072 - 2108	N88°05'08"E	30.02'
2108 - 2073	N88°05'08"E	30.02'
2073 - 2078	N88°05'08"E	252.92'
2078 - 2091	N77°25'03"E	20.21'
2091 - 2092	SEE R/W CURVE TABLE	
2092 - 982	S00°05'53"E	27.46'
982 - 430	S00°03'00"E	60.38'
430 - 2051	S00°05'30"E	97.48'
2051 - 2049	SEE R/W CURVE TABLE	
2049 - 2048	SEE R/W CURVE TABLE	
2048 - 2043	N73°51'08"W	76.36'
2043 - 2039	S88°05'08"W	30.98'
2039 - 2038	S88°05'08"W	12.01'
2038 - 2037	S88°05'08"W	135.53'
2037 - 2109	S88°05'08"W	30.54'
2109 - 2036	S88°05'08"W	29.94'
2036 - 2035	S88°05'08"W	102.93'
2035 - 2034	S89°43'35"W	7.37'
2034 - 2033	S89°43'35"W	16.00'
2033 - 2032	S89°43'35"W	110.03'
2032 - 2031	S89°43'35"W	60.00'
2051 - 2052	N73°38'47"E	62.50'
2092 - 2094	N87°37'26"E	60.05'

R/W STATION & OFFSET TABLE		
POINT	STATION	OFFSET
430	26+07.79	23.74'
982	26+09.75	36.61'
2032	20+28.58	29.00'
2033	21+38.61	29.00'
2034	21+54.61	29.00'
2035	21+61.56	29.00'
2036	22+64.07	29.00'
2037	23+24.56	29.00'
2038	24+60.09	29.00'
2039	24+72.10	29.00'
2043	25+03.08	29.00'
2048	25+75.68	52.68'
2049	25+88.67	64.03'
2051	26+04.69	121.17'
2071	21+62.25	47.00'
2072	22+66.41	47.00'
2073	23+26.44	47.00'
2078	25+79.36	47.00'
2091	25+99.22	50.74'
2092	26+10.62	64.06'

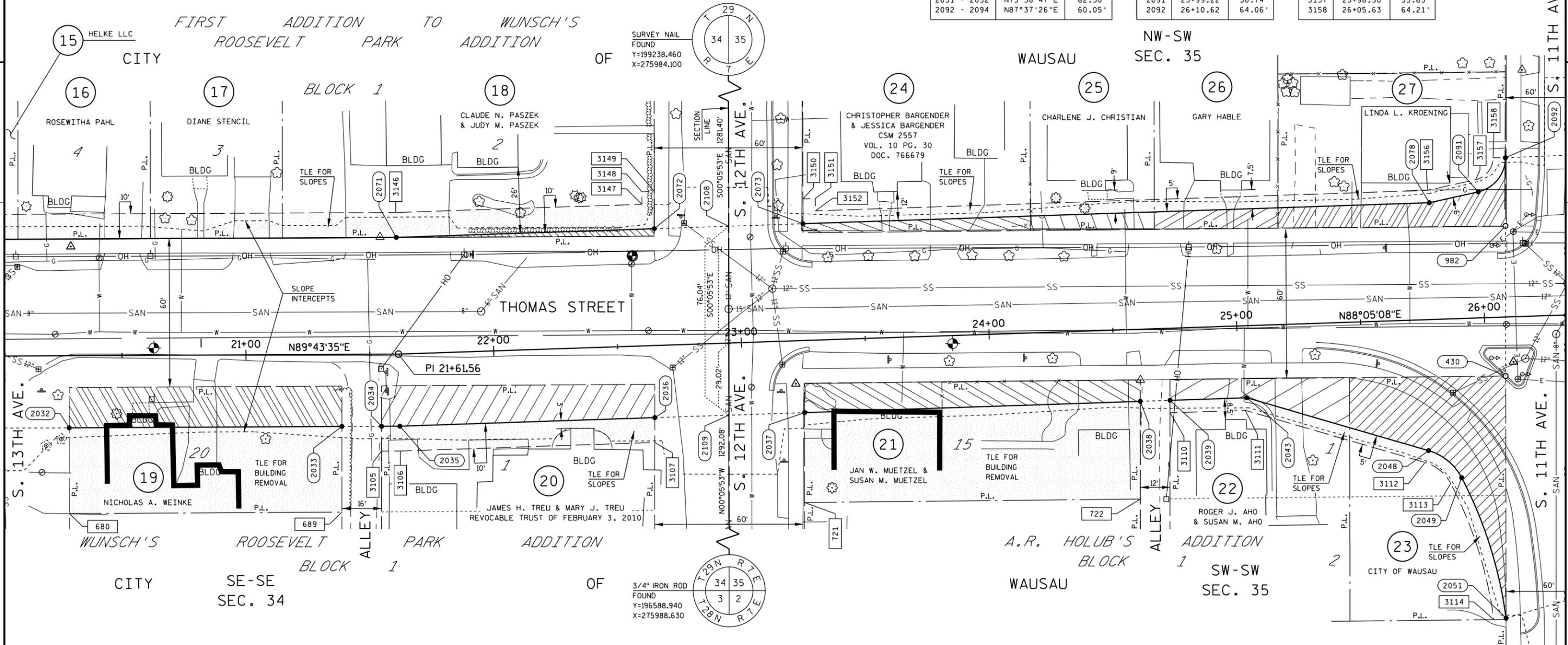
TLE STATION & OFFSET TABLE		
POINT	STATION	OFFSET
680	20+28.43	63.56'
689	21+38.44	63.49'
721	23+23.29	65.18'
722	24+58.78	68.31'
3105	21+54.56	39.00'
3106	21+61.56	39.00'
3107	22+63.73	39.00'
3110	24+71.93	34.00'
3111	25+02.29	34.00'
3112	25+74.13	57.43'
3113	25+84.17	66.20'
3114	25+99.70	121.57'
3146	21+62.39	57.00'
3147	22+61.73	57.00'
3148	22+61.88	62.00'
3149	22+66.89	62.00'
3150	23+26.76	57.00'
3151	23+31.76	57.00'
3152	23+31.60	52.00'
3156	25+78.90	52.00'
3157	25+98.30	55.65'
3158	26+05.63	64.21'

THOMAS STREET ALIGNMENT

P.I. = 15+75.32	P.I. = 21+61.56	P.I. = 28+12.46
Y 197902.776	Y 197905.576	Y 197927.321
X 275266.836	X 275853.071	X 276503.602
Δ = 01°49'48" LT.	Δ = 01°38'27" LT.	Δ = 01°28'07" RT.

4

4



REVISION DATE 1-6-16	DATE 11-24-15	SCALE, FEET 0 20 40	HWY: THOMAS STREET	STATE R/W PROJECT NUMBER	PLAT SHEET 4.05
GRID FACTOR N/A			COUNTY: MARATHON	CONSTRUCTION PROJECT NUMBER	PS&E SHEET E

NOTE: EXISTING RIGHT OF WAY ESTABLISHED FROM J.H. KOEHLER'S ADDITION AND A. A. BOCK'S LAKE PARK ADDITION.

FROM - TO	RADIUS	LENGTH	CHORD	CHORD BEARING
2094 - 2095	17.00'	27.24'	24.42'	S46°00'22"E
2059 - 2058	120.00'	64.01'	63.25'	S72°48'17"W
2058 - 2061	27.00'	15.78'	15.56'	S40°46'39"W

POINT	STATION	OFFSET
311	29+11.72	87.73'
1085	26+71.53	91.76'
1121	27+94.04	88.42'
1159	30+92.14	87.69'
1746	30+31.93	87.66'
1748	31+04.40	77.69'
1749	32+24.46	77.74'
1751	31+61.46	77.71'
3115	26+64.83	117.82'
3116	26+93.30	59.29'
3117	27+01.90	49.98'
3118	27+60.37	34.00'
3119	27+77.63	34.00'
3120	27+89.64	34.00'
3121	28+03.75	34.00'
3122	29+05.92	34.22'

POINT	STATION	OFFSET
3123	29+05.87	39.22'
3124	29+10.87	39.22'
3125	29+70.88	39.22'
3126	29+75.88	39.22'
3127	29+75.92	34.22'
3129	32+17.79	34.24'
3130	32+17.74	39.24'
3131	32+22.74	39.24'
3159	26+86.53	91.35'
3160	26+85.53	60.00'
3162	27+81.04	60.00'
3168	29+71.46	62.00'
3169	29+76.46	62.00'
3170	29+76.36	52.00'
3171	30+31.58	52.00'

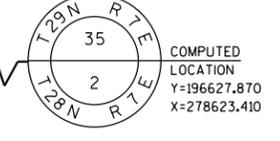
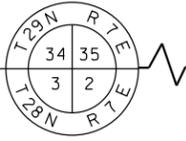
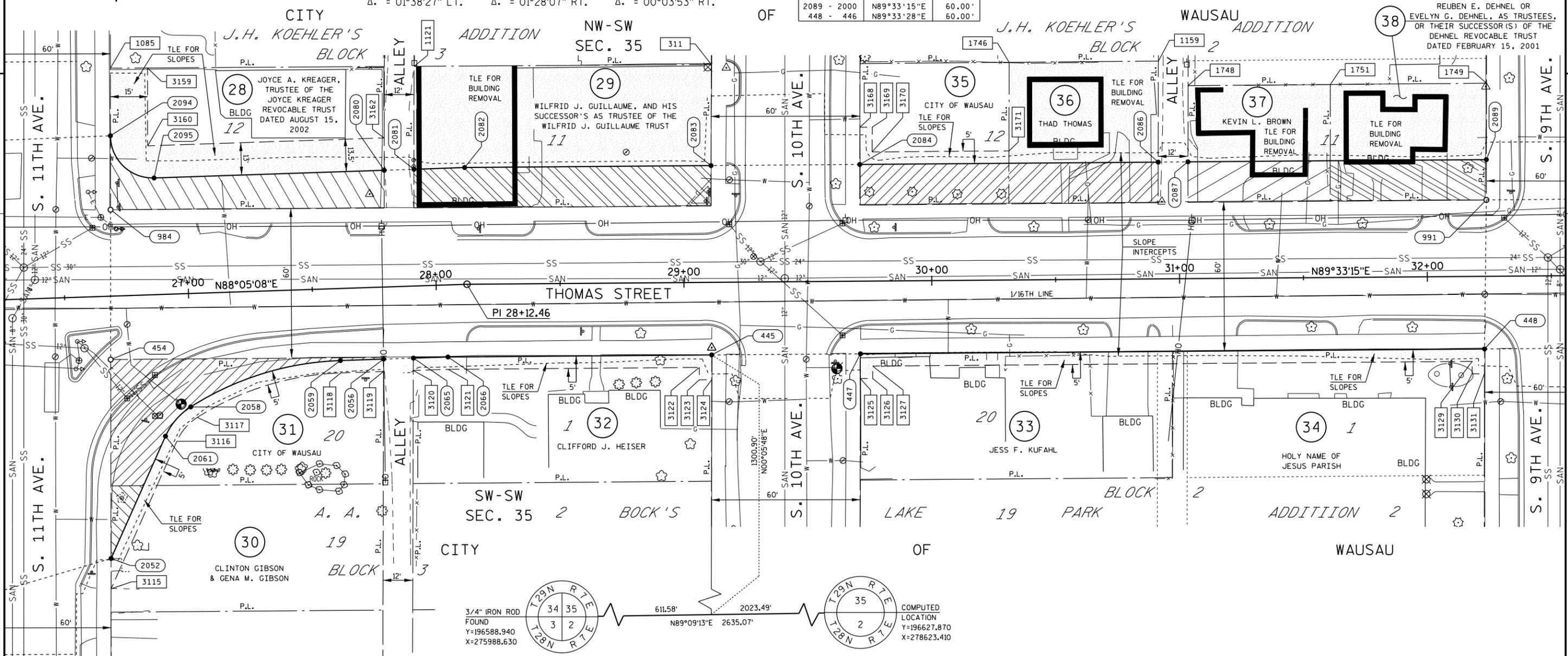
FROM - TO	BEARING	DISTANCE
2094 - 2095	SEE R/W CURVE TABLE	
2095 - 2080	N88°05'08"E	92.93'
2080 - 2081	N88°05'08"E	12.01'
2081 - 2082	N88°05'08"E	20.46'
2082 - 2083	N89°33'15"E	99.45'
2083 - 2084	N89°33'15"E	60.00'
2084 - 2086	N89°33'15"E	120.43'
2086 - 2087	N89°33'15"E	12.00'
2087 - 2089	N89°33'15"E	120.43'
2089 - 991	S00°05'16"W	16.26'
991 - 448	S00°41'26"W	59.99'
448 - 447	S89°33'28"W	251.87'
447 - 445	S89°33'28"W	60.00'
445 - 2066	S89°33'28"W	106.41'
2066 - 2065	S88°05'08"W	13.99'
2065 - 2056	S88°05'08"W	12.01'
2056 - 2059	S88°05'08"W	17.44'
2059 - 2058	SEE R/W CURVE TABLE	
2058 - 2061	SEE R/W CURVE TABLE	
2061 - 2052	S24°01'52"W	53.91'
2052 - 454	N00°05'30"W	80.12'
454 - 984	N00°03'00"W	60.32'
984 - 2094	N00°05'53"W	29.77'
2094 - 2092	S87°37'26"W	60.05'
2092 - 2051	S73°38'47"W	62.50'
2089 - 2000	N89°33'15"E	60.00'
448 - 446	N89°33'28"E	60.00'

POINT	STATION	OFFSET
445	29+10.97	29.22'
447	29+70.97	29.22'
448	32+22.84	29.24'
454	26+67.76	25.50'
984	26+69.73	34.79'
991	32+24.03	30.74'
2052	26+65.22	105.59'
2056	27+77.81	29.00'
2058	26+99.35	45.67'
2059	27+60.37	29.00'
2061	26+88.80	57.11'
2065	27+89.82	29.00'
2066	28+03.81	29.00'
2080	27+80.59	47.00'
2081	27+92.60	47.00'
2082	28+12.46	47.00'
2083	29+11.31	47.00'
2084	29+71.31	47.00'
2086	30+91.74	47.00'
2087	31+03.74	47.00'
2089	32+24.18	47.00'
2094	26+70.67	64.54'
2095	26+87.66	47.00'

POINT	Y	X
445	197898.869	276602.339
447	197899.332	276662.339
448	197901.277	276914.198
454	197896.997	276359.843
984	197957.321	276359.791
991	197961.257	276914.921
2052	197816.874	276359.972
2056	197897.179	276469.949
2058	197877.898	276392.090
2059	197896.597	276452.514
2061	197866.115	276381.927
2065	197897.581	276481.950
2066	197898.048	276495.930
2080	197973.230	276470.188
2081	197973.631	276482.189
2082	197974.314	276502.634
2083	197975.088	276602.085
2084	197975.555	276662.087
2086	197976.492	276782.516
2087	197976.585	276794.516
2089	197977.522	276914.946
2094	197987.087	276359.740
2095	197970.125	276377.308

THOMAS STREET ALIGNMENT

P.I. = 21+61.56 P.I. = 28+12.46 P.I. = 38+77.99
 Y 197905.576 Y 197927.321 Y 197935.610
 X 275853.071 X 276503.602 X 277569.106
 Δ = 01°38'27" LT. Δ = 01°28'07" RT. Δ = 00°03'53" RT.



REVISION DATE 1-6-16	DATE 11-24-15	SCALE, FEET 0 20 40	HWY: THOMAS STREET	STATE R/W PROJECT NUMBER	PLAT SHEET 4.06
GRID FACTOR N/A			COUNTY: MARATHON	CONSTRUCTION PROJECT NUMBER	PS&E SHEET E

NOTE: EXISTING RIGHT OF WAY ESTABLISHED FROM HILDENSPERGER AND BRAND ADDITION, WISCONSIN VALLEY LAND COMPANY'S FIRST ADDITION AND LOTZ AND BOPF'S FIRST ADDITION.

R/W COURSE TABLE		
FROM - TO	BEARING	DISTANCE
2000 - 2002	N89°33'15"E	119.69'
2002 - 2003	N89°33'15"E	12.00'
2003 - 2001	N89°33'15"E	119.69'
2001 - 2004	N89°33'15"E	60.00'
2004 - 2006	N89°33'15"E	120.04'
2006 - 2007	N89°33'15"E	12.00'
2007 - 2005	N89°33'15"E	120.04'
2005 - 1005	S00°10'16"W	16.13'
1005 - 442	S00°13'12"W	60.00'
442 - 486	S89°32'27"W	120.00'
486 - 485	S89°32'27"W	12.00'
485 - 443	S89°32'27"W	120.00'
443 - 444	S89°35'56"W	60.00'
444 - 466	S89°31'54"W	119.97'
466 - 463	S89°31'54"W	12.00'
463 - 446	S89°31'54"W	119.97'
446 - 990	N00°41'25"E	60.01'
990 - 2000	N00°05'16"E	16.24'
2000 - 2089	S89°33'15"W	60.00'
446 - 448	S89°33'28"W	60.00'
2005 - 2008	N89°35'10"E	60.00'
442 - 468	N89°37'59"E	60.00'

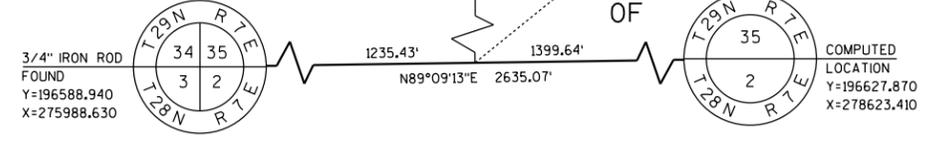
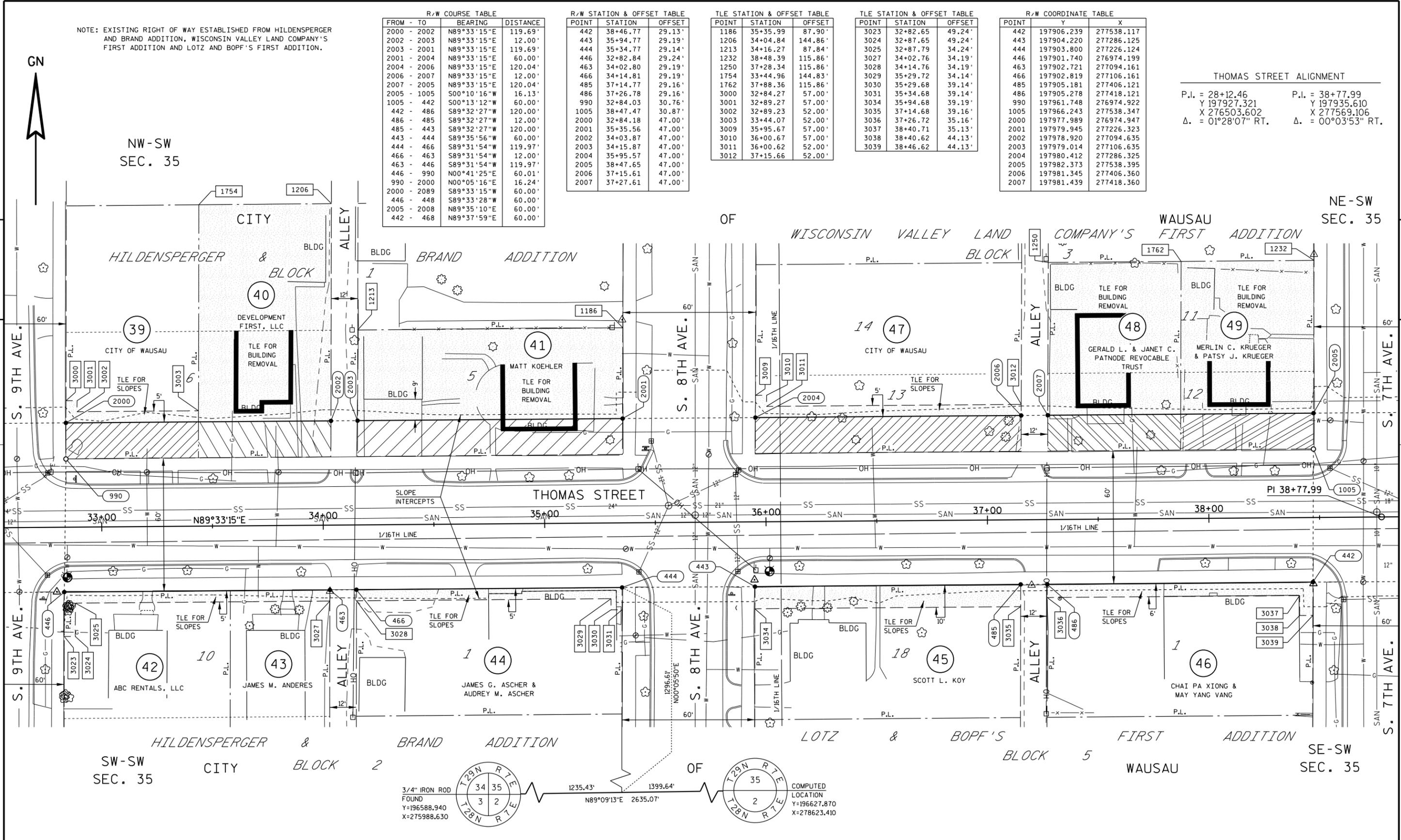
R/W STATION & OFFSET TABLE		
POINT	STATION	OFFSET
442	38+46.77	29.13'
443	35+94.77	29.19'
444	35+34.77	29.14'
446	32+82.84	29.24'
463	34+02.80	29.19'
466	34+14.81	29.19'
485	37+14.77	29.16'
486	37+26.78	29.16'
990	32+84.03	30.76'
1005	38+47.47	30.87'
2000	32+84.18	47.00'
2001	35+35.56	47.00'
2002	34+03.87	47.00'
2003	34+15.87	47.00'
2004	35+95.57	47.00'
2005	38+47.65	47.00'
2006	37+15.61	47.00'
2007	37+27.61	47.00'

TLE STATION & OFFSET TABLE		
POINT	STATION	OFFSET
1186	35+35.99	87.90'
1206	34+04.84	144.86'
1213	34+16.27	87.84'
1232	38+48.39	115.86'
1250	37+28.34	115.86'
1754	33+44.96	144.83'
1762	37+88.36	115.86'
3000	32+84.27	57.00'
3001	32+89.27	57.00'
3002	32+89.23	52.00'
3003	33+44.07	52.00'
3009	35+95.67	57.00'
3010	36+00.67	57.00'
3011	36+00.62	52.00'
3012	37+15.66	52.00'

TLE STATION & OFFSET TABLE		
POINT	STATION	OFFSET
3023	32+82.65	49.24'
3024	32+87.65	49.24'
3025	32+87.79	34.24'
3027	34+02.76	34.19'
3028	34+14.76	34.19'
3029	35+29.72	34.14'
3030	35+29.68	39.14'
3031	35+34.68	39.14'
3034	35+94.68	39.19'
3035	37+14.68	39.16'
3036	37+26.72	35.16'
3037	38+40.71	35.13'
3038	38+40.62	44.13'
3039	38+46.62	44.13'

R/W COORDINATE TABLE		
POINT	Y	X
442	197906.239	277538.117
443	197904.220	277286.125
444	197903.800	277226.124
446	197901.740	276974.199
463	197902.721	277094.161
466	197902.819	277106.161
485	197905.181	277406.121
486	197905.278	277418.121
990	197961.748	276974.922
1005	197966.243	277538.347
2000	197977.989	276974.947
2001	197979.945	277226.323
2002	197978.920	277094.635
2003	197979.014	277106.635
2004	197980.412	277286.325
2005	197982.373	277538.395
2006	197981.345	277406.360
2007	197981.439	277418.360

THOMAS STREET ALIGNMENT
 P.I. = 28+12.46 P.I. = 38+77.99
 Y 197927.321 Y 197935.610
 X 276503.602 X 277569.106
 Δ = 01°28'07" RT. Δ = 00°03'53" RT.



REVISION DATE 1-6-16	DATE 11-24-15	SCALE, FEET 0 20 40	HWY: THOMAS STREET	STATE R/W PROJECT NUMBER	PLAT SHEET 4.07
	GRID FACTOR N/A		COUNTY: MARATHON	CONSTRUCTION PROJECT NUMBER	PS&E SHEET E



NOTE: EXISTING RIGHT OF WAY ESTABLISHED FROM WISCONSIN VALLEY LAND COMPANY'S FIRST ADDITION, LOTZ AND BOPF'S FIRST ADDITION AND J.M. SMITH'S ADDITION.

THOMAS STREET ALIGNMENT

P.I. = 38+77.99 P.O.T. = 50+16.52
 Y 197935.610 Y 197943.181
 X 277569.106 X 278707.610
 Δ = 00°03'53" RT.

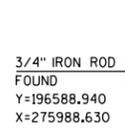
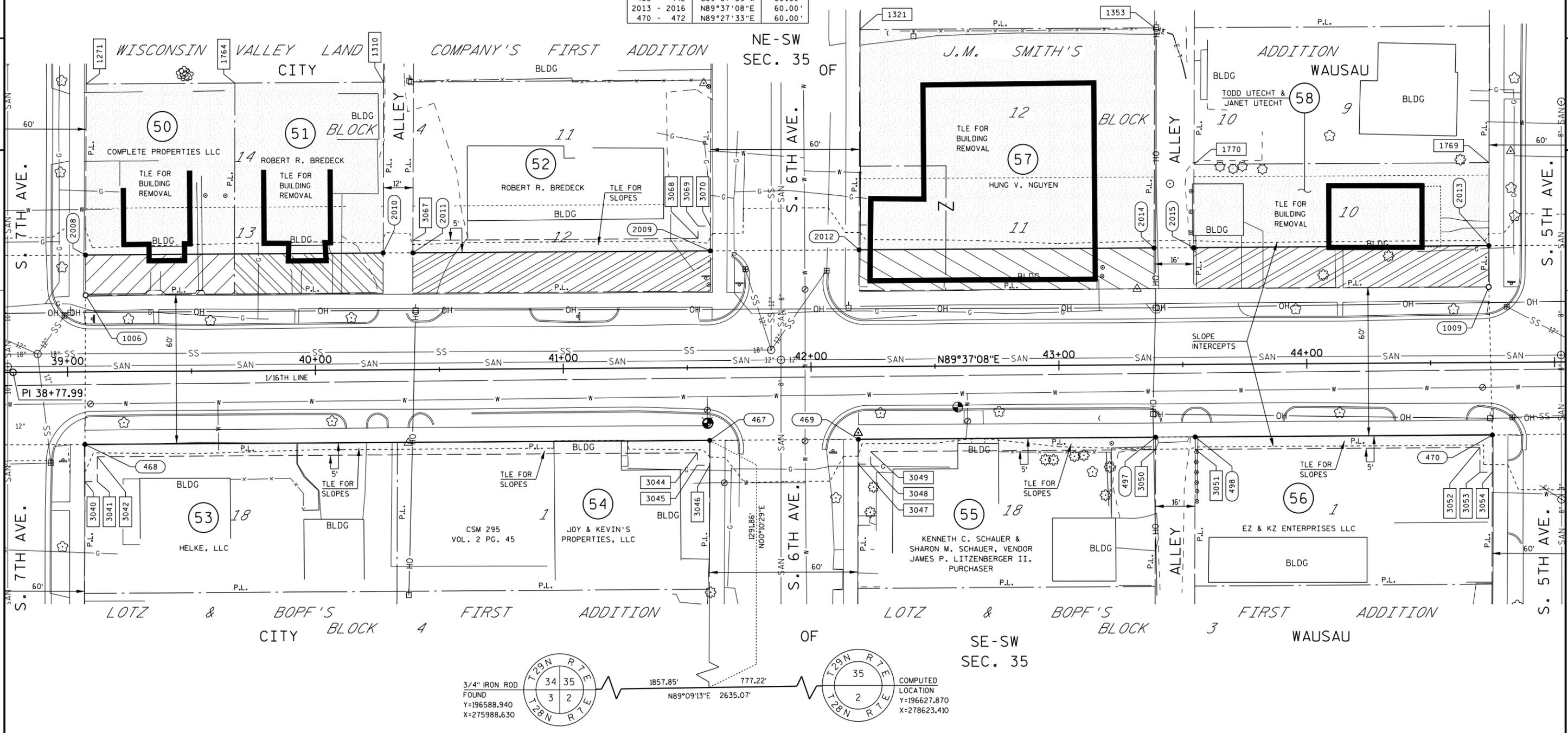
FROM - TO	BEARING	DISTANCE
2008 - 2010	N89°37'08"E	120.04'
2010 - 2011	N89°37'08"E	12.00'
2011 - 2009	N89°37'08"E	120.04'
2009 - 2012	N89°37'08"E	60.00'
2012 - 2014	N89°37'08"E	119.06'
2014 - 2015	N89°37'08"E	16.00'
2015 - 2013	N89°37'08"E	119.06'
2013 - 1009	S00°06'43"W	16.62'
1009 - 470	S01°24'58"E	59.56'
470 - 498	S89°36'20"W	119.91'
498 - 497	S89°36'20"W	16.00'
497 - 469	S89°36'20"W	119.91'
469 - 467	S89°36'34"W	60.00'
467 - 468	S89°37'59"W	252.10'
468 - 1006	N00°13'13"E	60.00'
1006 - 2008	N00°10'16"E	16.18'
2008 - 2005	S89°35'10"W	60.00'
468 - 442	S89°37'59"W	60.00'
2013 - 2016	N89°37'08"E	60.00'
470 - 472	N89°27'33"E	60.00'

POINT	STATION	OFFSET
467	41+58.91	29.24'
468	39+06.81	29.18'
469	42+18.91	29.23'
470	44+74.72	29.17'
497	43+38.82	29.20'
498	43+54.82	29.20'
1006	39+07.44	30.82'
1009	44+73.65	30.38'
2008	39+07.60	47.00'
2009	41+59.67	47.00'
2010	40+27.63	47.00'
2011	40+39.63	47.00'
2012	42+19.67	47.00'
2013	44+73.79	47.00'
2014	43+38.73	47.00'
2015	43+54.73	47.00'

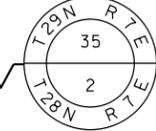
POINT	STATION	OFFSET
1271	39+08.26	-115.81'
1310	40+28.31	-115.78'
1321	42+20.56	-135.66'
1353	43+39.55	-135.53'
1764	39+68.28	-115.79'
1769	44+74.08	-80.38'
1770	43+55.04	-80.51'
3040	39+06.68	44.18'
3041	39+11.68	44.18'
3042	39+11.77	34.18'
3044	41+53.86	34.24'
3045	41+53.81	39.24'
3046	41+58.81	39.24'
3047	42+18.81	39.23'

POINT	STATION	OFFSET
3048	42+23.81	39.23'
3049	42+23.86	34.23'
3050	43+38.77	34.20'
3051	43+54.77	34.20'
3052	44+69.68	34.17'
3053	44+69.58	44.17'
3054	44+74.58	44.17'
3063	39+12.74	62.00'
3064	39+12.64	52.00'
3066	40+27.68	52.00'
3067	40+39.68	52.00'
3068	41+54.72	52.00'
3069	41+54.77	57.00'
3070	41+59.77	57.00'

POINT	Y	X
467	197908.239	277850.211
468	197906.624	277598.118
469	197908.648	277910.213
470	197910.409	278166.018
497	197909.473	278030.115
498	197909.584	278046.115
1006	197966.626	277598.349
1009	197969.952	278164.546
2008	197982.806	277598.397
2009	197984.482	277850.467
2010	197983.604	277718.432
2011	197983.684	277730.432
2012	197984.881	277910.469
2013	197986.571	278164.578
2014	197985.673	278029.523
2015	197985.779	278045.524



3/4" IRON ROD FOUND
 Y=196588.940
 X=275988.630



COMPUTED LOCATION
 Y=196627.870
 X=278623.410

REVISION DATE 1-6-16	DATE 11-24-15	SCALE, FEET 0 20 40	HWY: THOMAS STREET	STATE R/W PROJECT NUMBER	PLAT SHEET 4.08
	GRID FACTOR N/A		COUNTY: MARATHON	CONSTRUCTION PROJECT NUMBER	PS&E SHEET E

NOTE: EXISTING RIGHT OF WAY ESTABLISHED FROM LOTZ AND BOPF'S FIRST ADDITION AND J.M. SMITH'S ADDITION.

R/W COURSE TABLE		
FROM - TO	BEARING	DISTANCE
2016 - 2018	N89°37'08"E	119.84'
2018 - 2019	N89°37'08"E	16.00'
2019 - 2017	N89°37'08"E	119.32'
2017 - 1015	S75°16'57"E	62.02'
1015 - 2103	N89°35'02"E	66.17'
2103 - 2113	N89°35'02"E	2.92'
2113 - 2114	S00°37'19"E	59.89'
2114 - 2104	S89°37'07"W	3.17'
2104 - 1023	S89°37'07"W	64.42'
1023 - 471	S89°37'07"W	60.00'
471 - 504	S89°37'07"W	119.93'
504 - 503	S89°37'07"W	16.00'
503 - 472	S89°37'07"W	119.93'
472 - 1007	N01°25'21"W	59.33'
1007 - 2016	N00°06'43"E	16.69'
2016 - 2016	N89°37'08"E	60.00'
472 - 470	S89°27'33"W	60.00'

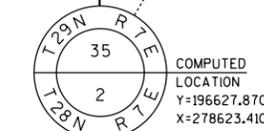
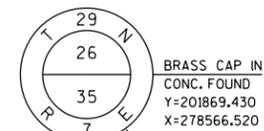
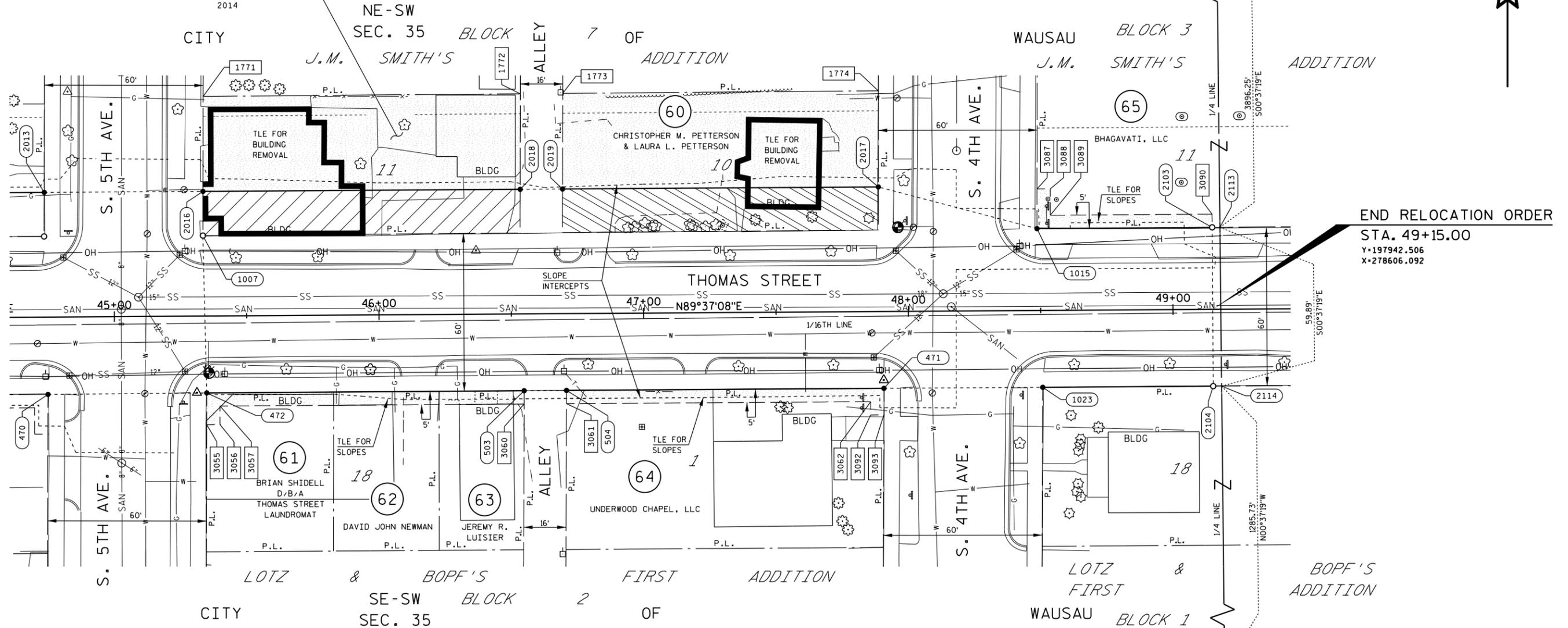
R/W STATION & OFFSET TABLE		
POINT	STATION	OFFSET
470	44+74.72	29.17'
471	47+90.58	29.00'
472	45+34.73	29.00'
503	46+54.65	29.00'
504	46+70.65	29.00'
1007	45+33.65	30.32'
1015	48+48.83	30.85'
1023	48+50.58	29.00'
2013	44+73.79	47.00'
2016	45+33.79	47.00'
2017	47+88.95	47.00'
2018	46+53.63	47.00'
2019	46+69.63	47.00'
2103	49+15.00	30.89'
2104	49+15.00	29.00'
2113	49+17.92	30.89'
2114	49+18.17	29.00'

TLE STATION & OFFSET TABLE		
POINT	STATION	OFFSET
1771	45+34.10	82.83'
1772	46+53.94	83.01'
1773	46+69.94	83.05'
1774	47+89.23	83.23'
3052	44+69.68	34.17'
3053	44+69.58	44.17'
3054	44+74.58	44.17'
3055	45+34.62	41.00'
3056	45+39.62	41.00'
3057	45+39.68	34.00'
3060	46+54.60	34.00'
3061	46+70.60	34.00'
3062	47+85.53	34.00'
3087	48+48.94	45.85'
3088	48+53.94	45.85'
3089	48+53.87	35.85'
3090	49+15.00	35.89'
3092	47+85.47	39.00'
3093	47+90.47	39.00'

R/W COORDINATE TABLE		
POINT	Y	X
470	197910.409	278166.018
471	197912.679	278481.865
472	197910.976	278226.019
503	197911.774	278345.942
504	197911.881	278361.942
1007	197970.284	278224.547
1015	197972.910	278539.718
1023	197913.079	278541.867
2013	197986.571	278164.578
2016	197986.970	278224.579
2017	197988.667	278479.733
2018	197987.767	278344.414
2019	197987.873	278360.414
2103	197973.391	278605.886
2104	197913.508	278606.285
2113	197973.412	278608.806
2114	197913.529	278609.456

THOMAS STREET ALIGNMENT
 P.I. = 38+77.99 P.O.T. = 50+16.52
 Y 197935.610 Y 197943.181
 X 277569.106 X 278707.610
 Δ = 00°03'53" RT.

RANDY J. SCHULRUD & JEFFERY A. SCHULRUD, AS COTRUSTEES OF THE SCHULRUD FAMILY LEGACY TRUST DATED JANUARY 14, 2014



END RELOCATION ORDER
 STA. 49+15.00
 Y=197942.506
 X=278606.092

REVISION DATE 1-6-19	DATE 11-24-15	SCALE, FEET 0 20 40	HWY: THOMAS STREET	STATE R/W PROJECT NUMBER	PLAT SHEET 4.09
	GRID FACTOR N/A		COUNTY: MARATHON	CONSTRUCTION PROJECT NUMBER	PS&E SHEET E