



OFFICIAL NOTICE AND AGENDA

Notice is hereby given that the Common Council of the City of Wausau, Wisconsin will hold a regular or special meeting on the date, time and location shown below.

Meeting of the:	COMMON COUNCIL OF THE CITY OF WAUSAU
Date/Time:	Tuesday, August 25, 2020 at 6:30 p.m.
Location:	City Hall (407 Grant Street, Wausau WI 54403) - Council Chambers
Members:	Patrick Peckham, Michael Martens, Tom Kilian, Tom Neal, Jim Wadinski, Becky McElhaney, Lisa Rasmussen, Sarah Watson, Dawn Herbst, Lou Larson, Deb Ryan

Call to Order

Pledge of Allegiance / Roll Call / Proclamations

Public Comment: Pre-registered citizens for matters appearing on the agenda and other public comment.

File #	CMT	Consent Agenda	ACT
20-0801	COUN	Minutes of previous meetings, (08/12/20)	Place on file
20-0105	CISM	Final Resolution Levying Special Assessments for the 2020 Alley Paving Project	Approved 4-0
20-0106	CISM	Final Resolution Levying Special Assessments for the 2020 Street Construction	Approved 4-0
20-0810	CISM	Resolution Accepting Easement with Wisconsin Public Service, Charter Communications, Inc. and Frontier North for facilities at 814 North 1st Street, 920 North 1st Street and 120 Franklin Street	Approved 5-0
20-0815	CISM	Resolution Accepting Easement with Wisconsin Public Service, Charter Communications, Inc. and Frontier North for facilities at 146 East Thomas Street, 206 East Thomas Street, 212 East Thomas Street, 226 East Thomas Street, 230 East Thomas Street and 242 East Thomas Street	Approved 5-0
20-0818	CISM	Resolution Approving Agreement for the Management and Maintenance of a Stormwater facility (Evergreen Adventures LLC – 919 Evergreen Road)	Approved 4-0
20-0819	CISM	Resolution Approving Agreement for the Management and Maintenance of a Stormwater facility (Kraft Heinz Company – 1309 and 1316 Curling Way)	Approved 4-0
20-0821	CISM	Ordinance Amending Section 1.01.025 Issuance of citations, Creating Section 10.01.055 Avoidance of Traffic Control Device Prohibited	Approved 5-0
20-0824	CISM	Ordinance Designating “church parking only” for 12 stalls on the west side of N. 2nd Street between Grant and McClellan Streets	Approved 5-0
20-0816	CISM & PLAN	Joint Resolution Authorizing Sale of City-Owned Property at 1321 Curling Way	Approved 4-0 Approved 6-0
20-0817	PLAN	Resolution Approving final plat for Siewert Park	Approved 6-0
20-0825	WWW	Ordinance Creating Section 13.52.060 Penalty	Approved 5-0

File #	CMT	Resolutions and Ordinances	ACT
20-0803		Mayor's Appointments	
14-0507	CISM	Resolution Eliminating No Right Turn on Red signage for northbound 17th Avenue traffic at the W. Bridge Street intersection	Approved 4-1
16-0410	CISM & PLAN	Joint Resolution Approving Preliminary and Final Plat – Wausau River East Phase II Subdivision	Approved 3-2 Approved 4-0
19-1109	FIN	Resolution Approving the 2020 budget modification for local share of funding of Assistance to Firefighters Grant Automated CPR Devices	Approved 5-0
20-0412	FIN	Resolution Approving the refund of rent and fuel flow to Wausau Flying Service during the Safer At Home	Approved 5-0
20-0820	HR	Resolution Approving Transit Utility Worker Staffing Levels Increase from 1 FTE to 2 FTE	Approved 5-0
20-0822	FIN	Resolution Approving the issuance of a Towing Service Request for Proposal	Approved 5-0
20-0108	PH&S	Resolution Approving Special Event application for MTE Tour Monster Truck & More, August 29, 2020	Approved 3-1
		Suspend the Rules- 6(B) Filing (2/3 vote required)	
20-0807	FIN	Resolution Authorizing the Issuance and Sale of \$5,445,000 General Obligation Promissory Notes, Series 2020D	Pending
20-0808	FIN	Resolution Authorizing the Issuance and Sale of \$6,740,000 Taxable General Obligation Refunding Bonds, Series 2020E	Pending
14-1014	FIN	Resolution Approving 4th Amendment to Development Agreement and First Amendment to Ground Lease with Van-Smiling Eyes, LLC	Pending
20-0826	FIN	Resolution Approving Declaration of Covenants, Conditions, Restrictions and Easements for Wausau East Riverfront	Pending
20-0823	FIN	Resolution Approving property lease agreement with Miron Construction Co., Inc. at 1300 Cleveland Avenue	Pending

Public Comment & Suggestions

Adjournment

Signed by Katie Rosenberg, Mayor

*Due to the COVID-19 pandemic, this meeting is being held in person and via teleconference. Members of the media and the public may attend in person, subject to the social distancing rules of maintaining at least 6 feet apart from other individuals, or by calling **1-408-418-9388**. **The Access Code is: 146 154 9245 Password: wausau**

Individuals appearing in person will either be seated in the Council Chambers or an overflow room, subject to the social distancing rules. Space available will be on a first come, first served basis. All public participants' phones will be muted during the meeting. Members of the public who do not wish to appear in person may view the meeting live over the internet by <https://waam.viebit.com/?folder=ALL>, on the City of Wausau's YouTube Channel <http://www.tinyurl.com/WAAMedia>, live by cable TV, Channel 981, and a video is available in its entirety and can be accessed at <https://tinyurl.com/WausauCityCouncil>. Any person wishing to offer public comment who does not appear in person to do so, may e-mail leslie.kremer@ci.wausau.wi.us with "Common Council public comment" in the subject line prior to the meeting start. All public comment, either by email or in person, will be limited to items on the agenda at this time. The messages related to agenda items received prior to the start of the meeting will be provided to the Mayor.

This Notice was posted at City Hall and transmitted to the Daily Herald newsroom on 8/20/20 @ 2:30 PM Questions regarding this agenda may be directed to the City Clerk.

In accordance with the requirements of Title II of the Americans with Disabilities Act of 1990 (ADA), the City of Wausau will not discriminate against qualified individuals with disabilities on the basis of disability in its services, programs or activities. If you need assistance or reasonable accommodations in participating in this meeting or event due to a disability as defined under the ADA, please call the ADA Coordinator at (715) 261-6590 or ADAServices@ci.wausau.wi.us to discuss your accessibility needs. We ask your request be provided a minimum of 72 hours before the scheduled event or meeting. If a request is made less than 72 hours before the event the City of Wausau will make a good faith effort to accommodate your request.

OFFICIAL PROCEEDINGS OF THE MEETING OF THE WAUSAU COMMON COUNCIL

held on Wednesday August 12, 2020 at 6:30 pm in the Council Chambers at City Hall.

Mayor Katie Rosenberg presiding.

Roll Call

08/12/2020

Roll Call indicated 11 members present.

<u>District</u>	<u>Aldersperson</u>	<u>Present</u>
1	Peckham, Patrick	YES
2	Martens, Michael	YES
3	Kilian, Tom	YES
4	Neal, Tom	YES
5	Wadinski, Jim	YES
6	McElhaney, Becky	YES
7	Rasmussen, Lisa	YES
8	Watson, Sarah	YES
9	Herbst, Dawn	YES
10	Larson, Lou	YES
11	Ryan, Debra	YES

Proclamations

Mayor Rosenberg proclaimed **August** as **Adrenal Cancer Awareness Month** and encouraged the public to celebrate and recognize Adrenal Cancer Awareness Month each August and around the world.

Mayor Rosenberg proclaimed **August 6, 2020** as **55th ANNIVERSARY OF THE VOTING RIGHTS ACT OF 1965** in Wausau and called on all residents to make their voices heard at the polls and exercise their right to vote.

Mayor Rosenberg invited all residents to celebrate and recognize the **100th Anniversary** of the passage of the **19th Amendment** to the United States Constitution providing for women's suffrage that honors the role of the ratification of the 19th Amendment in promoting the core values of our democracy as set forth in the Constitution of the United States and reaffirms our desire to continue strengthening democratic participation and to cherish and preserve the historic precedent established by the 19th Amendment.

Public Comment or Suggestions for pre-registered citizens for matters appearing on the agenda or other public comment:

None.

Consent Agenda

08/12/2020

Motion by Neal, second by Peckham to approve all the items on the Consent Agenda as follows:

20-0701 Minutes of previous meetings, (7/14/20)

20-0805 Resolution of the Capital Improvement & Maintenance Committee Approving Temporary Limited Easement for grading at 3505 Stewart Avenue

11-1213 Resolution of the Human Resources Committee Approving extension of City of Wausau Biometric Health Assessment Program incentive to all employees from May 2020 until end of April 2021

20-0108 Resolution of the Public Health & Safety Committee Approving or Denying Various Licenses

97-0425 Ordinance of the Public Health & Safety Committee Repealing Section 12.44.030 Obstruction by railroads; and, amending Section 1.01.025(c)(1)(B) Schedule of cash deposits

03-0311 Resolution of the Wausau Water Works Commission–Wastewater Division Reviewing the 2019 Compliance Maintenance Annual Report for the Wastewater Plant. Adopted 11-0.

Yes Votes: 11 No Votes: 0 Result: PASS

19-0409

08/12/2020

Motion by Neal, second by Kilian to adopt the Resolution of the Mayor's Welcoming & Inclusivity Committee Approving a Name Change for Mayor's Welcoming & Inclusivity Committee

Rasmussen commented she questioned whether the name they chose accurately depicts the scope of what they are trying to achieve. She suggested that by picking the Freedom & Liberation wording they were in some way restricting themselves. The original vision for the committee was to think of ways and propose initiatives that would make Wausau a more welcoming community for everybody. It wasn't necessarily about race, but how we make Wausau an attractive place for everyone to come and live. She hoped they would continue on the path of welcoming and including everyone.

Mayor Rosenberg read a memo from Blake Opal-Wahoske explaining and read their mission statement. Neal commented the Freedom & Liberation words really relate to barriers or things that get in the way of people achieving fulfillment.

Yes Votes: 11 No Votes: 0 Result: PASS

20-0804 08/12/2020

Motion by Rasmussen, second by Larson to adopt the Resolution of the Capital Improvement & Street Maintenance Committee Approving State/Municipal Agreement for Stewart Avenue from South 72nd Avenue to South 48th Avenue

Yes Votes: 11 No Votes: 0 Result: PASS

20-0806 08/12/2020

Motion by Rasmussen, second by Wadinski to adopt the Resolution of the Capital Improvement & Street Maintenance Committee Approving Temporary Limited Easement for the construction of a trail at 800 North 1st Street (Doctors Park LLP) and 810 North 1st Street (Doctors Park Partnership)

Yes Votes: 11 No Votes: 0 Result: PASS

20-0807 08/12/2020

Motion by Rasmussen, second by Herbst to adopt the Resolution Providing for the Sale of Approximately \$5,445,000 General Obligation Promissory Notes, Series 2020D

Maryanne Groat, Finance Director, explained there were two debt issues before the Council: this one is for the city's regular capital projects with a 10 year note; the second one is refinancing debt that was taken out for the business campus expansion where Great Lakes Cheese and Wausau Chemical are now located.

Kilian stated the costs and budget items were initiated in 2019 by the last Council and the new members had nothing to do with that approval. He asked for an estimate of the cost for the Riverside Park Trail. Groat noted a 10 year issue and interest rates are at historic lows and she felt all Councils are in a situation where they have to carry forward decisions that have been made by others. The projects that are being undertaken with this borrowing are mainly street projects, which is important to our constituents.

Yes Votes: 9 No Votes: 2 Abstain: 0 Not Voting: 0 Result: PASS

District	Aldersperson	Vote
1	Peckham, Patrick	YES
2	Martens, Michael	YES
3	Kilian, Tom	NO
4	Neal, Tom	YES
5	Wadinski, Jim	YES
6	McElhaney, Becky	YES
7	Rasmussen, Lisa	YES
8	Watson, Sarah	YES
9	Herbst, Dawn	YES
10	Larson, Lou	YES
11	Ryan, Debra	NO

20-0808 08/12/2020

Motion by Rasmussen, second by Herbst to adopt the Resolution Providing for the Sale of Approximately \$6,740,000 Taxable General Obligation Refunding Bonds, Series 2020E

Yes Votes: 9 No Votes: 2 Abstain: 0 Not Voting: 0 Result: PASS

<u>District</u>	<u>Aldersperson</u>	<u>Vote</u>
1	Peckham, Patrick	YES
2	Martens, Michael	YES
3	Kilian, Tom	NO
4	Neal, Tom	YES
5	Wadinski, Jim	YES
6	McElhaney, Becky	YES
7	Rasmussen, Lisa	YES
8	Watson, Sarah	YES
9	Herbst, Dawn	YES
10	Larson, Lou	YES
11	Ryan, Debra	NO

19-1109

08/12/2020

Motion by Neal, second by Watson to adopt the Resolution Approving the 2020 budget modification for Police Capital Projects

Yes Votes: 11 No Votes: 0 Result: PASS

20-0811

08/12/2020

Motion by Larson, second by Martens to adopt the Resolution Approving Amendment to the City's Position Management System

Yes Votes: 11 No Votes: 0 Result: PASS

20-0808

08/12/2020

Motion by Larson, second by Herbst to adopt the Resolution Approving granting Paramedic Incentive Pay to Fire Battalion Chiefs

Yes Votes: 11 No Votes: 0 Result: PASS

20-0310

08/12/2020

Motion by McElhaney, second by Wadinski to adopt the Resolution Ratifying Revised Policy for Employees with Symptoms or Exposure of Novel COVID-19 (Coronavirus).

Yes Votes: 11 No Votes: 0 Result: PASS

20-0814

08/12/2020

Motion by Neal, second by Wadinski to adopt the Resolution Approving the sale of 1.92 acres of Wausau Business Campus land to Diversified Companies for \$1 for the construction of a fleet maintenance facility at 1078 S. 84th Avenue

Sean Fitzgerald explained the parcel is being broken off of an existing piece of land in the Industrial Park and in order to create a certified survey map of that parcel the city needed to do a wetland delineation, which happened this spring.

Kilian was concerned with the consistent sale of city land for \$1 and that the asking rate for an acre in that area is \$12,500. The city has expressed concerns with revenue and budgets and yet time and time again city owned land is being sold for \$1. He believed the land should be sold at asking or market rate.

Yes Votes: 5 No Votes: 6 Abstain: 0 Not Voting: 0 Result: FAIL

<u>District</u>	<u>Aldersperson</u>	<u>Vote</u>
1	Peckham, Patrick	YES
2	Martens, Michael	YES
3	Kilian, Tom	NO
4	Neal, Tom	YES
5	Wadinski, Jim	YES
6	McElhaney, Becky	NO
7	Rasmussen, Lisa	YES
8	Watson, Sarah	NO
9	Herbst, Dawn	NO
10	Larson, Lou	NO
11	Ryan, Debra	NO

Suspend the Rules

08/12/2020

Motion by Neal, second by Rasmussen to Suspend Rule 6(B) Filing and 12(A) Referral of Resolutions.

Yes Votes: 11 No Votes: 0 Result: PASS

20-0812

08/12/2020

Motion by Neal, second by Peckham to adopt the Resolution of the Common Council Creating Wausau Policing Task Force

Mayor Rosenberg stated she created this task force to talk through our processes and give some opportunity for deliberate inquiry into our training and practices.

Yes Votes: 11 No Votes: 0 Result: PASS

20-0803

08/12/2020

Motion by Kilian, second by Watson to confirm the Mayor’s Appointments.

Yes Votes: 11 No Votes: 0 Result: PASS

02-0432

08/12/2020

Motion by Rasmussen, second by Herbst to adopt the Ordinance of the Common Council Amending Chapter 2.16 Standing Rules of the Common Council Rule 2 – Quorum Required

Yes Votes: 11 No Votes: 0 Result: PASS

20-0813

08/12/2020

Motion by Larson, second by Herbst to adopt the Ordinance of the Common Council Creating Section 1.08.035 Split shifts for election officials

Yes Votes: 11 No Votes: 0 Result: PASS

20-0809

08/12/2020

Motion by Rasmussen, second by Herbst to adopt the Resolution of the Finance Committee Approving contract for backup residential inspection services with the Town of Rib Mountain

Yes Votes: 11 No Votes: 0 Result: PASS

20-0809

08/12/2020

Motion by Larson, second by Martens to adopt the Resolution of the Finance Committee Approving contract for commercial inspection services with the Town of Rib Mountain

Yes Votes: 11 No Votes: 0 Result: PASS

19-1109

08/12/2020

Motion by Rasmussen, second by Martens to adopt the Resolution of the Finance Committee Approving engagement of additional services with ACT Services and related budget modification.

Yes Votes: 11 No Votes: 0 Result: PASS

19-0406

08/12/2020

Motion by Martens, second by Herbst to adopt the Resolution of the Finance Committee Adopting Statement for purposes of ADA Title II Compliance

Kilian was concerned about the status of this item in terms of whether there is something we can do about closed captioning. David Dickenson, Public Access, explained this is an annual process we engage in and we are currently claiming that with our \$70,000 budget the closed captioning services would blow us out of the water. The process will be reviewed annually and if it becomes feasible to afford, we will do it. He pointed out they are also broadcasting on YouTube and closed captioning can be used there for free. He felt going from that free service to a closed captioning which would be ADA compliant is not money well spent at this time. Kilian requested this be part of the Finance budget discussion for future funding. *Discussion followed.*

Yes Votes: 11 No Votes: 0 Result: PASS

19-0405

08/12/2020

Motion by Rasmussen, second by Wadinski to adopt the Resolution of the Finance Committee Approving Interlocal Agreement between the City of Wausau and Marathon County for the 2020 Byrne Justice Assistance Grant Program Award

Yes Votes: 11 No Votes: 0 Result: PASS

Public Comment or Suggestions

Mayor Rosenberg stated she was working with the Marathon County Board on a joint implicit bias training which can be taken virtually, on August 27, 2020. She indicated more information will follow.

Adjourn

08/12/2020

Motion by Herbst, second by Kilian to adjourn the meeting. Motion carried unanimously. Meeting adjourned at 7:42 pm.

Katie Rosenberg, Mayor
Leslie M. Kremer, City Clerk

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

FINAL RESOLUTION OF THE CAPITAL IMPROVEMENTS & STREET MAINTENANCE COMMITTEE

Levying Special Assessments for the 2020 Alley Paving Project

Committee Action: Approved 4-0

Fiscal Impact: Estimated construction cost \$18,000; estimated special assessments \$8,900

File Number: 20-0105

Date Introduced: August 25, 2020

FISCAL IMPACT SUMMARY

COSTS	<i>Budget Neutral</i>	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	
	<i>Included in Budget:</i>	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	<i>Budget Source:</i>
	<i>One-time Costs:</i>	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	<i>Amount: \$18,000</i>
	<i>Recurring Costs:</i>	Yes <input type="checkbox"/>	No <input type="checkbox"/>	<i>Amount:</i>
SOURCE	<i>Fee Financed:</i>	Yes <input type="checkbox"/>	No <input type="checkbox"/>	<i>Amount:</i>
	<i>Grant Financed:</i>	Yes <input type="checkbox"/>	No <input type="checkbox"/>	<i>Amount:</i>
	<i>Debt Financed:</i>	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	<i>Amount: \$18,000 Annual Retirement</i>
	<i>TID Financed:</i>	Yes <input type="checkbox"/>	No <input type="checkbox"/>	<i>Amount:</i>
	<i>TID Source: Increment Revenue <input type="checkbox"/> Debt <input type="checkbox"/> Funds on Hand <input type="checkbox"/> Interfund Loan <input type="checkbox"/></i>			

RESOLUTION

WHEREAS, on January 14, 2020 a preliminary resolution was adopted for the proposed public construction project which included the installation of asphalt pavement on the alley bounded by 113 Ross Avenue, 2100-2112 Grand Avenue, 2114 Grand Avenue and 114 Kent Street; and the alley bounded by 114 Broadway Avenue, 1930 Grand Avenue, 1932 Grand Avenue, 1938 Grand Avenue and 1942 Grand Avenue, during 2020; and

WHEREAS, the Engineer's report was filed with the City Clerk; a public hearing was held February 4, 2020; and the Board of Public Works reported upon the hearing to the Capital Improvements and Street Maintenance Committee regarding the comments of those who appeared at said hearing; and

WHEREAS, the Capital Improvements and Street Maintenance Committee did recommend to the Common Council that the project be constructed during 2020, and the Common Council accepted the Committee's reports at its meeting of February 25, 2020 and authorized that the project be accomplished; and

WHEREAS, bids were received by the Board of Public Works and the low bidder was awarded the alley paving project; and

WHEREAS, upon receipt of the low bid, the Engineer recalculated the estimates of construction costs as set forth in the Engineer's report aforesaid, and applied the bid figures to the City assessment formula to each property affected, and the resulting assessments are attached hereto and made a part hereof;

NOW THEREFORE, BE IT RESOLVED,

1. That payment for said public improvements shall be made through an assessment against the real estate property described above.
2. That the assessments be and are hereby levied in the amount set forth above.
3. That such levy is made by the exercise of the City's police powers.
4. That the assessments are hereby determined to be fair and equitable, allocated amongst the property on a reasonable basis, and are in the public interest.
5. That any interested property owner may contest all or any part of such assessment in the manner provided in Section 3.24.020 of the Wausau Municipal Code.
6. That the special assessments shall be paid as follows:

Assessments under \$300: If payment is not made prior to November 1, 2020, the special assessment will be placed on the 2020 real estate tax bill and be due in full on or before January 31, 2021. There is no interest charged when paid in full. Assessments totaling less than \$300 must be paid in full and do not qualify for a payment schedule.

Assessments totaling \$300 but less than \$20,000: If full payment is not made prior to November 1, 2020, assessments totaling \$300 but less than \$20,000 will automatically be placed on the five-year payment schedule on the 2020 real estate tax bill. Property owners may then pay their special assessment under either of two options:

- A. Payment in full without interest with the 2020 real estate taxes **OR**
- B. Payment of the first one-fifth of the assessment with the 2020 real estate taxes without interest. The remaining balance is paid in equal installments on the next four real estate tax bills and carries an interest charge of the borrowed fund rate plus 1% (the 2019 rate was 2.71%) beginning February 1, 2021, on the unpaid balance. The remaining balance may be paid at any time with interest calculated through the month of payment.

Assessments over \$20,000: If payment is not made prior to November 1, 2020, assessments totaling \$20,000 or more will automatically be placed on the ten-year

payment schedule on the 2020 real estate tax bill. Property owners may then pay their special assessment under either of two options:

- A. Payment in full without interest with the 2020 real estate taxes **OR**
- B. Payment of the first one-tenth of the assessment with the 2020 real estate taxes without interest. The remaining balance is paid in equal installments on the next nine real estate tax bills and carries an interest charge of the borrowed fund rate plus 1% (the 2019 rate was 2.71%) beginning February 1, 2021, on the unpaid balance. The remaining balance may be paid at any time with interest calculated through the month of payment.

Real estate taxes may be paid in full or in three installments (January 31, April 30, July 31). Regardless of how real estate taxes are paid, special assessments must be paid on or before January 31, 2021. No payments can be applied to real estate taxes if special assessments are not paid. Section 74.12(11)(a), Wisconsin Statutes, specifically states that if a treasurer receives a payment from a taxpayer which is not sufficient to pay all general property taxes, special assessments and special taxes due, the treasurer shall apply the payment to the amounts due, including interest and penalties, in the following order: (1) personal property taxes; (2) delinquent utility charges; (3) special charges; (4) special assessments; (5) special taxes; (6) general property taxes.

BE IT FURTHER RESOLVED that this final assessment resolution shall be published as a Class I notice in the official City newspaper; and

BE IT FURTHER RESOLVED, the Clerk shall cause to be mailed a copy of this resolution and a statement of the final assessment against the property to every property owner whose name appears on the assessment roll, whose post office address is known or can with reasonable diligence be ascertained.

Approved:

Katie Rosenberg, Mayor

2020 ALLEY IMPROVEMENT PROJECT

Address	Name	Key No.	Footage	Assessment \$14.00/ft *
Ross Avenue/Grand Avenue				
2100-2112 Grand Avenue	BFP East LLC	2807-014-0070	186.00	2,604.00
2114 Grand Avenue	RL Grand Investments LLC	2807-014-0109	18.00	252.00
114 Kent Street	Wood, David	2807-014-0111	15.00	210.00
113 Ross Avenue	BFP East LLC	2807-014-0072	177.00	2,478.00
Broadway Avenue/Grand Avenue				
114 Broadway Avenue	Strow, Diane	2807-014-0041	120.00	1,680.00
1930 Grand Avenue	Burns Rental Properties LLC	2807-014-0995	0.00	0.00
1932 Grand Avenue	Wausau Treats LLC	2807-014-0037	16.00	224.00
1938 Grand Avenue	Wausau Treats LLC	2807-014-0038	52.00	728.00
1942 Grand Avenue	Stainbrook Properties LLC	2807-014-0039	52.00	728.00

*Please note the assessment rate is currently estimated at \$14/ft. The rate will be updated after the alleys have been paved and the amount of asphalt used is determined.

CAPITAL IMPROVEMENTS AND STREET MAINTENANCE COMMITTEE

Date of Meeting: August 13, 2020, at 5:15 p.m. in the Council Chambers of City Hall.

Members Present: Rasmussen, Larson, Neal, Wadinski, Ryan (arrived at 5:30 due to WebEx issues)

Also Present: Lindman, Wesolowski, Niksich, Alfonso; *By WebEx*: Buckner

CONSENT AGENDA

- A. Approve minutes of the July 9, 2020 meeting**
 - B. Action on Stormwater Maintenance Agreement for Kraft Heinz Company at 1309 and 1316 Curling Way**
 - C. Action on Stormwater Maintenance Agreement for Evergreen Adventures LLC at 919 Evergreen Road**
 - D. Action on final resolution to levy special assessments for 2020 Street Construction Projects**
 - E. Action on final resolution to levy special assessments for 2020 Alley Paving Project**
-

Wadinski moved to approve the consent agenda items. Neal seconded and the motion carried 4-0.

Agenda Item No.
1E

STAFF REPORT TO CISM COMMITTEE – August 13, 2020

AGENDA ITEM

Action on final resolution to levy special assessments for 2020 Alley Paving Project

BACKGROUND

In the fall of each year, the Common Council adopts resolutions to levy special assessment for alley paving projects. Special assessments for 2020 alley paving projects to be levied this year include the alley bounded by 113 Ross Avenue, 2100-2112 Grand Avenue, 2114 Grand Avenue, and 114 Kent Street; and the alley bounded by 114 Broadway Avenue, 1930 Grand Avenue, 1932 Grand Avenue, 1938 Grand Avenue, and 1942 Grand Avenue.

FISCAL IMPACT

Estimated special assessments of \$8,900.

STAFF RECOMMENDATION

Staff recommends forwarding the resolution to the Common Council to levy the special assessments.

Staff contact: Allen Wesolowski 715-261-6762

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

FINAL RESOLUTION OF THE CAPITAL IMPROVEMENTS & STREET MAINTENANCE COMMITTEE

Levying Special Assessments for the 2020 Street Construction Projects

Committee Action: Approved 4-0

Fiscal Impact: Estimated construction cost \$2,755,000; estimated special assessments \$254,000

File Number: 20-0106

Date Introduced: August 25, 2020

FISCAL IMPACT SUMMARY

COSTS	<i>Budget Neutral</i>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
	<i>Included in Budget:</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<i>Budget Source:</i>
	<i>One-time Costs:</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<i>Amount: \$2,755,000</i>
	<i>Recurring Costs:</i>	Yes <input type="checkbox"/> No <input type="checkbox"/>	<i>Amount:</i>
SOURCE	<i>Fee Financed:</i>	Yes <input type="checkbox"/> No <input type="checkbox"/>	<i>Amount:</i>
	<i>Grant Financed:</i>	Yes <input type="checkbox"/> No <input type="checkbox"/>	<i>Amount:</i>
	<i>Debt Financed:</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<i>Amount: \$2,755,000 Annual Retirement</i>
	<i>TID Financed:</i>	Yes <input type="checkbox"/> No <input type="checkbox"/>	<i>Amount:</i>
	<i>TID Source: Increment Revenue <input type="checkbox"/> Debt <input type="checkbox"/> Funds on Hand <input type="checkbox"/> Interfund Loan <input type="checkbox"/></i>		

RESOLUTION

WHEREAS, on January 14, 2020, a preliminary resolution was adopted for the proposed public street construction project which included the removal and replacement of bituminous concrete and/or Portland cement concrete pavement, curb and gutter, drive approaches, installation and/or replacement of sidewalk and sanitary sewer, water and storm sewer laterals where necessary, on the following streets during 2020:

Cedar Street from 7th Avenue to 14th Avenue
Kickbusch Street from Bellis Street to 13th Street

WHEREAS, the Engineer's report was filed in the office of the City Clerk; a public hearing was held February 4, 2020 for the project; and the Board of Public Works reported upon the hearing to the Capital Improvements and Street Maintenance Committee regarding the comments of those who appeared at said hearing and

WHEREAS, the Capital Improvements and Street Maintenance Committee did recommend to the Common Council that the projects be constructed during 2020, and the Common Council accepted the Committee's report at its meeting of February 25, 2020 and ordered that the projects be advertised for bid; and

WHEREAS, bids were received by the Board of Public Works and the low bidder was awarded the street construction projects and

WHEREAS, the street construction project special assessments for each property affected are attached hereto and made a part hereof;

NOW THEREFORE, BE IT RESOLVED,

1. That payment for said public improvements shall be made through an assessment against the real estate property described above.
2. That the assessments be and are hereby levied in the amount set forth above.
3. That such levy is made by the exercise of the City's police powers.
4. That the assessments are hereby determined to be fair and equitable, allocated amongst the property on a reasonable basis, and are in the public interest.
5. That any interested property owner may contest all or any part of such assessment in the manner provided in Section 3.24.020 of the Wausau Municipal Code.
6. That the special assessments shall be paid as follows:

Assessments under \$300: If payment is not made prior to November 1, 2020, the special assessment will be placed on the 2020 real estate tax bill and be due in full on or before January 31, 2021. There is no interest charged when paid in full. Assessments totaling less than \$300 must be paid in full and do not qualify for a payment schedule.

Assessments totaling \$300 but less than \$20,000: If full payment is not made prior to November 1, 2020, assessments totaling \$300 but less than \$20,000 will automatically be placed on the five-year payment schedule on the 2020 real estate tax bill. Property owners may then pay their special assessment under either of two options:

- A. Payment in full without interest with the 2020 real estate taxes **OR**
- B. Payment of the first one-fifth of the assessment with the 2020 real estate taxes without interest. The remaining balance is paid in equal installments on the next four real estate tax bills and carries an interest charge of the borrowed fund rate plus 1% (the 2019 rate was 2.71%) beginning February 1, 2021, on the unpaid balance. The remaining balance may be paid at any time with interest calculated through the month of payment.

Assessments over \$20,000: If payment is not made prior to November 1, 2020, assessments totaling \$20,000 or more will automatically be placed on the ten-year payment schedule on the 2020 real estate tax bill. Property owners may then pay their special assessment under either of two options:

- A. Payment in full without interest with the 2020 real estate taxes **OR**

- B. Payment of the first one-tenth of the assessment with the 2020 real estate taxes without interest. The remaining balance is paid in equal installments on the next nine real estate tax bills and carries an interest charge of the borrowed fund rate plus 1% (the 2019 rate was 2.71%) beginning February 1, 2021, on the unpaid balance. The remaining balance may be paid at any time with interest calculated through the month of payment.

Real estate taxes may be paid in full or in three installments (January 31, April 30, July 31). Regardless of how real estate taxes are paid, special assessments must be paid on or before January 31, 2021. No payments can be applied to real estate taxes if special assessments are not paid. Section 74.12(11)(a), Wisconsin Statutes, specifically states that if a treasurer receives a payment from a taxpayer which is not sufficient to pay all general property taxes, special assessments and special taxes due, the treasurer shall apply the payment to the amounts due, including interest and penalties, in the following order: (1) personal property taxes; (2) delinquent utility charges; (3) special charges; (4) special assessments; (5) special taxes; (6) general property taxes.

BE IT FURTHER RESOLVED that this final assessment resolution shall be published as a Class I notice in the official City newspaper; and

BE IT FURTHER RESOLVED, the Clerk shall cause to be mailed a copy of this resolution and a statement of the final assessment against the property to every property owner whose name appears on the assessment roll, whose post office address is known or can with reasonable diligence be ascertained.

Approved:

Katie Rosenberg, Mayor

2020 STREET CONSTRUCTION PROJECTS

This list will be updated as soon as drive approaches and sidewalk are installed and measured. All assessments are to be levied in 2020.

Address	Name	Key No.	Assessable Footage	Street Assmt	Dr Appr Footage	Assmt @ ___/sf	Sidewalk Footage	Assmt @ \$6.80/lf	Sewer Lateral	Total
CEDAR STREET - 7TH AVE TO 14TH AVE				@ \$42.00		@ \$6.09/sf				
401 N 9th Ave	Barnes / Brock	2907-262-0355	0.00	0.00		0.00		0.00		0.00
402 N 9th Ave	RJH Rental LLC	2907-262-0309	0.00	0.00		0.00		0.00		0.00
332 N 10th Ave	Roeder	2907-262-0501	0.00	0.00		0.00		0.00		0.00
402 N 10th Ave	Reinke	2907-262-0289	75.00	3,150.00		0.00		0.00		3,150.00
403 N 10th Ave	Schade	2907-262-0311	56.00	2,352.00		0.00		0.00		2,352.00
328 N 11th Ave	Bragg	2907-262-0325	70.50	2,961.00		0.00		0.00		2,961.00
329 N 12th Ave	Johnson	2907-262-0318	64.00	2,688.00		0.00		0.00		2,688.00
330 N 12th Ave	Hack	2907-271-0029	100.00	4,200.00		0.00		0.00		4,200.00
406 N 12th Ave	Niemeyer	2907-271-0022	81.10	3,406.20		0.00		0.00		3,406.20
702 Cedar St	MKS Income Trust	2907-262-0370	0.00	0.00		0.00		0.00		0.00
703 Cedar St	Dehnel	2907-262-0365	60.00	2,520.00		0.00		0.00		2,520.00
705 Cedar St	Zoborowski	2907-262-0366	60.00	2,520.00		0.00		0.00		2,520.00
710 Cedar St	Spink	2907-262-0385	0.00	0.00		0.00		0.00		0.00
715 Cedar St	Kummerow	2907-262-0367	0.00	0.00		0.00		0.00		0.00
801 Cedar St	Baptist	2907-262-0490	0.00	0.00		0.00		0.00		0.00
804 Cedar St	Orcutt	2907-262-0354	0.00	0.00		0.00		0.00		0.00
811 Cedar St	Allar	2907-262-0488	0.00	0.00		0.00		0.00		0.00
903 Cedar St	Felix	2907-262-0492	0.00	0.00		0.00		0.00		0.00
910 Cedar St	Williams	2907-262-0310	58.00	2,436.00		0.00		0.00		2,436.00
915 Cedar St	Piotrowski	2907-262-0500	0.00	0.00		0.00		0.00		0.00
1008 Cedar St	Tuley	2907-262-0290	60.00	2,520.00		0.00		0.00		2,520.00
1010 Cedar St	Erdman	2907-262-0291	60.00	2,520.00		0.00		0.00		2,520.00
1015 Cedar St	Strek	2907-262-0509	0.00	0.00		0.00		0.00		0.00
1016 Cedar St	Williams	2907-262-0292	60.00	2,520.00		0.00		0.00		2,520.00
1102 Cedar St	Pingel	2907-262-0293	60.00	2,520.00		0.00		0.00		2,520.00
1105 Cedar St	Stone	2907-262-0324	64.00	2,688.00		0.00		0.00		2,688.00
1106 Cedar St	Johnson	2907-262-0294	60.00	2,520.00		0.00		0.00		2,520.00
1109 Cedar St	Beranek	2907-262-0323	64.00	2,688.00		0.00		0.00		2,688.00
1110 Cedar St	Gartmann	2907-262-0295	60.00	2,520.00		0.00		0.00		2,520.00
1114 Cedar St	Eisenman	2907-262-0296	60.00	2,520.00		0.00		0.00		2,520.00
1115 Cedar St	Bradford	2907-262-0322	64.00	2,688.00		0.00		0.00		2,688.00
1119 Cedar St	Clement	2907-262-0321	64.00	2,688.00		0.00		0.00		2,688.00
1120 Cedar St	Weiler	2907-262-0297	60.00	2,520.00		0.00		0.00		2,520.00
1122 Cedar St	Elliott	2907-262-0298	80.00	3,360.00		0.00		0.00		3,360.00
1123 Cedar St	Drabes	2907-262-0320	64.00	2,688.00		0.00		0.00		2,688.00
1127 Cedar St	Thao	2907-262-0319	64.00	2,688.00		0.00		0.00		2,688.00

Address	Name	Key No.	Assessable Footage	Street Assmt	Dr Appr Footage	Assmt @ ___/sf	Sidewalk Footage	Assmt @ \$6.80/lf	Sewer Lateral	Total
1130 Cedar St	Kolpacki	2907-262-0299	100.00	4,200.00		0.00		0.00		4,200.00
1132 Cedar St	Zellner	2907-262-0300	60.00	2,520.00		0.00		0.00		2,520.00
1208 Cedar St	Niemeyer	2907-271-0023	75.00	3,150.00		0.00		0.00		3,150.00
1211 Cedar St	Erdman	2907-271-0030	120.00	5,040.00		0.00		0.00		5,040.00
1212 Cedar St	Unger	2907-271-0024	75.00	3,150.00		0.00		0.00		3,150.00
1217 Cedar St	Xiong / Her	2907-271-0031	120.00	5,040.00		0.00		0.00		5,040.00
1220 Cedar St	Long / Ippolito	2907-271-0025	113.00	4,746.00		0.00		0.00		4,746.00
1305 Cedar St	Blicharz	2907-271-0032	80.00	3,360.00		0.00		0.00		3,360.00
1308 Cedar St	CLR Income Trust	2907-271-0026	114.00	4,788.00		0.00		0.00		4,788.00
1311 Cedar St	Zimdars	2907-271-0033	96.00	4,032.00		0.00		0.00		4,032.00
1314 Cedar St	Martino	2907-271-0027	75.00	3,150.00		0.00		0.00		3,150.00
1317 Cedar St	Nitz & Brye RLT	2907-271-0034	99.00	4,158.00		0.00		0.00		4,158.00
1320 Cedar St	Incredible Bank	2907-271-0028	81.00	3,402.00		0.00		0.00		3,402.00
KICKBUSCH STREET - BELLIS STREET TO 13TH STREET				@ \$42.00		@ \$5.06/sf		@ \$6.62/lf		
201 S 10th St	Hintze	2907-361-0386	71.00	2,982.00		0.00		0.00		2,982.00
201 S 13th St	Brown	2908-312-0996	0.00	0.00		0.00		0.00		0.00
202 S 13th St	Seidel	2907-361-0405	68.00	2,856.00		0.00		0.00		2,856.00
902 Kickbusch St	Central WI Apts. LLC	2907-361-0132	0.00	0.00		0.00		0.00		0.00
903 Kickbusch St	Tietz	2907-361-0233	49.50	2,079.00		0.00		0.00		2,079.00
905 Kickbusch St	Chojnacki	2907-361-0234	50.00	2,100.00		0.00		0.00		2,100.00
907 Kickbusch St	Lang	2907-361-0235	50.00	2,100.00		0.00		0.00		2,100.00
910 Kickbusch St	Vollmar	2907-361-0131	60.00	2,520.00		0.00		0.00		2,520.00
911 Kickbusch St	Bung	2907-361-0236	50.00	2,100.00		0.00		0.00		2,100.00
914 Kickbusch St	Springer	2907-361-0130	60.00	2,520.00		0.00		0.00		2,520.00
915 Kickbusch St	Oxford	2907-361-0237	50.00	2,100.00		0.00		0.00		2,100.00
917 Kickbusch St	Holster	2907-361-0238	50.00	2,100.00		0.00		0.00		2,100.00
918 Kickbusch St	Buch	2907-361-0129	60.00	2,520.00		0.00		0.00		2,520.00
921 Kickbusch St	Strykowski	2907-361-0239	50.00	2,100.00		0.00		0.00		2,100.00
922 Kickbusch St	Novotny	2907-361-0128	60.00	2,520.00		0.00		0.00		2,520.00
925 Kickbusch St	Saucier / Fish	2907-361-0240	50.00	2,100.00		0.00		0.00		2,100.00
926 Kickbusch St	Fuller	2907-361-0127	60.00	2,520.00		0.00		0.00		2,520.00
929 Kickbusch St	Friberg	2907-361-0241	50.00	2,100.00		0.00		0.00		2,100.00
930 Kickbusch St	Pierschalla	2907-361-0126	60.00	2,520.00		0.00		0.00		2,520.00
1002 Kickbusch St	Yang	2907-361-0069	60.00	2,520.00		0.00		0.00		2,520.00
1007 Kickbusch St	Endure LLC	2907-361-0959	60.00	2,520.00		0.00		0.00		2,520.00
1008 Kickbusch St	Reinertson	2907-361-0068	60.00	2,520.00		0.00		0.00		2,520.00
1009 Kickbusch St	Morton	2907-361-0387	60.00	2,520.00		0.00		0.00		2,520.00
1011 Kickbusch St	Livingstone	2907-361-0958	60.00	2,520.00		0.00		0.00		2,520.00
1012 Kickbusch St	O-Brien	2907-361-0067	60.00	2,520.00		0.00		0.00		2,520.00
1014 Kickbusch St	Carter	2907-361-0066	60.00	2,520.00		0.00		0.00		2,520.00

Address	Name	Key No.	Assessable Footage	Street Assmt	Dr Appr Footage	Assmt @ ___/sf	Sidewalk Footage	Assmt @ \$6.80/lf	Sewer Lateral	Total
1017 Kickbusch St	Michaelis	2907-361-0957	60.00	2,520.00		0.00		0.00		2,520.00
1020 Kickbusch St	Zion Investment Group	2907-361-0065	60.00	2,520.00		0.00		0.00		2,520.00
1021 Kickbusch St	Sayner	2907-361-0956	45.00	1,890.00		0.00		0.00		1,890.00
1104 Kickbusch St	Her / Yang	2907-361-0076	60.00	2,520.00		0.00		0.00		2,520.00
1105 Kickbusch St	MCA Properties LLC	2907-361-0955	90.00	3,780.00		0.00		0.00		3,780.00
1107 Kickbusch St	MCA Properties LLC	2907-361-0954	60.00	2,520.00		0.00		0.00		2,520.00
1108 Kickbusch St	Peterson	2907-361-0075	90.00	3,780.00		0.00		0.00		3,780.00
1111 Kickbusch St	Complete Properties	2907-361-0953	70.00	2,940.00		0.00		0.00		2,940.00
1116 Kickbusch St	Peterson	2907-361-0073	90.00	3,780.00		0.00		0.00		3,780.00
1117 Kickbusch St	Sell	2907-361-0952	60.00	2,520.00		0.00		0.00		2,520.00
1201 Kickbusch St	Kostecki	2907-361-0397	84.00	3,528.00		0.00		0.00		3,528.00
1202 Kickbusch St	Schulz	2907-361-0921	130.00	5,460.00		0.00		0.00		5,460.00
1209 Kickbusch St	Wolf	2907-361-0398	80.60	3,385.20		0.00		0.00		3,385.20
1210 Kickbusch St	Mohr / Linder-Mohr	2907-361-0964	134.00	5,628.00		0.00		0.00		5,628.00
1213 Kickbusch St	Mills	2907-361-0399	62.60	2,629.20		0.00		0.00		2,629.20
1217 Kickbusch St	Gibbs	2907-361-0400	58.80	2,469.60		0.00		0.00		2,469.60
1218 Kickbusch St	Wausau Real Estate	2907-361-0966	50.00	2,100.00		0.00		0.00		2,100.00
1220 Kickbusch St	Barthels	2907-361-0967	60.00	2,520.00		0.00		0.00		2,520.00
1221 Kickbusch St	Her	2907-361-0401	66.40	2,788.80		0.00		0.00		2,788.80
1226 Kickbusch St	Doede	2907-361-0969	88.00	3,696.00		0.00		0.00		3,696.00
1227 Kickbusch St	Shipway	2907-361-0402	60.00	2,520.00		0.00		0.00		2,520.00
1231 Kickbusch St	Thao	2907-361-0403	70.00	2,940.00		0.00		0.00		2,940.00
1234 Kickbusch St	Mosher	2907-361-0971	99.00	4,158.00		0.00		0.00		4,158.00
1237 Kickbusch St	Her	2907-361-0404	66.00	2,772.00		0.00		0.00		2,772.00
1240 Kickbusch St	Boerema/Gust-Boerema	2907-361-0970	99.00	4,158.00		0.00		0.00		4,158.00

CAPITAL IMPROVEMENTS AND STREET MAINTENANCE COMMITTEE

Date of Meeting: August 13, 2020, at 5:15 p.m. in the Council Chambers of City Hall.

Members Present: Rasmussen, Larson, Neal, Wadinski, Ryan (arrived at 5:30 due to WebEx issues)

Also Present: Lindman, Wesolowski, Nicksich, Alfonso; *By WebEx*: Buckner

CONSENT AGENDA

- A. Approve minutes of the July 9, 2020 meeting**
 - B. Action on Stormwater Maintenance Agreement for Kraft Heinz Company at 1309 and 1316 Curling Way**
 - C. Action on Stormwater Maintenance Agreement for Evergreen Adventures LLC at 919 Evergreen Road**
 - D. Action on final resolution to levy special assessments for 2020 Street Construction Projects**
 - E. Action on final resolution to levy special assessments for 2020 Alley Paving Project**
-

Wadinski moved to approve the consent agenda items. Neal seconded and the motion carried 4-0.

Agenda Item No.
1D

STAFF REPORT TO CISM COMMITTEE - August 13, 2020

AGENDA ITEM

Action on final resolution to levy special assessments for 2020 Street Construction Projects

BACKGROUND

In the fall of each year, the Common Council adopts resolutions to levy special assessment for street construction projects. Special assessments for 2020 street construction projects to be levied this year include Cedar Street from 7th Avenue to 14th Avenue and Kickbusch Street from Bellis Street to 13th Street.

FISCAL IMPACT

Estimated special assessments of \$254,000.

STAFF RECOMMENDATION

Staff recommends forwarding the resolution to the Common Council to levy the special assessments.

Staff contact: Allen Wesolowski 715-261-6762

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

RESOLUTION OF THE CAPITAL IMPROVEMENTS & STREET MAINTENANCE COMMITTEE	
Accepting Easement with Wisconsin Public Service, Charter Communications, Inc. and Frontier North for facilities at 814 North 1 st Street, 920 North 1 st Street and 120 Franklin Street	
Committee Action:	Approved 5-0
Fiscal Impact:	None
File Number:	20-0810
Date Introduced:	August 25, 2020

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>Budget Source:</i>
	<i>One-time Costs:</i>	Yes <input type="checkbox"/>	No <input type="checkbox"/> <i>Amount:</i>
	<i>Recurring Costs:</i>	Yes <input type="checkbox"/>	No <input type="checkbox"/> <i>Amount:</i>
SOURCE	<i>Fee Financed:</i>	Yes <input type="checkbox"/>	No <input type="checkbox"/> <i>Amount:</i>
	<i>Grant Financed:</i>	Yes <input type="checkbox"/>	No <input type="checkbox"/> <i>Amount:</i>
	<i>Debt Financed:</i>	Yes <input type="checkbox"/>	No <input type="checkbox"/> <i>Amount</i> <i>Annual Retirement</i>
	<i>TID Financed:</i>	Yes <input type="checkbox"/>	No <input type="checkbox"/> <i>Amount:</i>
	<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, the City owns property at 814 North 1st Street, 920 North 1st Street and 120 Franklin Street; and

WHEREAS, Wisconsin Public Service, along with Charter Communications, Inc. and Frontier North, have requested 12 foot wide easements on each parcel for underground utility facilities as part of the Riverfront Development and the extension of Fulton Street; and

WHEREAS, your Capital Improvements and Street Maintenance Committee met on August 13, 2020 to review the proposed easement and recommends approval; now therefore

BE IT RESOLVED the Common Council of the City of Wausau does hereby approve the easement agreement, a copy of which is attached hereto and incorporated herein by reference, with WPS to have the easement recorded in the office of the Marathon County Register of Deeds.

Approved:

Katie Rosenberg, Mayor

CAPITAL IMPROVEMENTS AND STREET MAINTENANCE COMMITTEE

Date of Meeting: August 13, 2020, at 5:15 p.m. in the Council Chambers of City Hall.

Members Present: Rasmussen, Larson, Neal, Wadinski, Ryan (arrived at 5:30 due to WebEx issues)

Also Present: Lindman, Wesolowski, Nicksich, Alfonso; *By WebEx*: Buckner

Discussion and possible action on an Easement for Wisconsin Public Service Corp., Charter Communications and Frontier North at 814 North 1st Street, 920 North 1st Street and 120 Franklin Street

Wesolowski stated there are large overhead lines that cross the new Fulton Street and along the back side of the lots. The plan is to remove the overhead lines and bury along 1st Street and River Drive. Rasmussen said we have been trying to move lines underground where we can so they are not subject to storm damage.

Neal moved to approve the easement. Seconded by Wadinski and the motion carried 5-0.

AGENDA ITEM

Discussion and possible action on an Easement for Wisconsin Public Service Corp., Charter Communications and Frontier North at 814 North 1st Street, 920 North 1st Street and 120 Franklin Street

BACKGROUND

The Engineering Department has been working with WPS, Charter and Frontier to bury the overhead lines as part of the Riverfront Development and the extension of Fulton Street. Easements are needed as indicated on the enclosed map to bury the facilities.

FISCAL IMPACT

None, the easements are granted at no cost.

STAFF RECOMMENDATION

Staff recommends approval of the easement.

Staff contact: Allen Wesolowski 715-261-6762

ELECTRIC UNDERGROUND AND OVERHEAD & GAS EASEMENT

THIS INDENTURE is made this _____ day of _____, _____, by and between City of Wausau, a Wisconsin municipal corporation, ("Grantor") and WISCONSIN PUBLIC SERVICE CORPORATION, a Wisconsin Corporation, along with its successors and assigns and Charter Communications, Inc., and Frontier North (collectively, "Grantee") for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor, owner of land, hereby grants and warrants to, Grantee, a permanent easement upon, within, beneath, over and across a part of Grantor’s land hereinafter referred to as "easement area" more particularly described as follows:

Part of Lots 4 and 7 of Block D of the recorded plat of McIndoe & Shuter's Addition to the City of Wausau, and also part of Lot 2 of Certified Survey Map No. 18353, Recorded in the Marathon County Register of Deeds Volume 90 of Certified Survey Maps on Page 93 as Document 1781845; all being part of the Northwest Quarter of the Southwest Quarter (NW1/4-SW1/4) of Section 25, Township 29 North, Range 7 East, City of Wausau, County of Marathon, State of Wisconsin, as shown on the attached Exhibit "A".

Return to: Wisconsin Public Service Corp. Real Estate Dept. P.O. Box 19001 Green Bay, WI 54307-9001
Parcel Identification Number (PIN) 291-2907-253-0198 291-2907-253-0622 291-2907-264-0190

- 1. Purpose: ELECTRIC UNDERGROUND AND OVERHEAD & GAS** - The purpose of this easement is to construct, install, operate, maintain repair, replace and extend underground utility facilities, conduit and cables, electric pad-mounted transformers, manhole, electric pad-mounted vacuum fault interrupter, concrete slabs, power pedestals, riser equipment, terminals and markers, together with all necessary and appurtenant equipment under and above ground, and to construct, erect, operate, maintain and replace overhead utility facilities, including a line of poles, together with the necessary conductors, anchors, guy wires, underground cable, pedestals, riser equipment and all other appurtenant equipment above ground, as well as pipeline or pipelines with valves, tieovers, main laterals and service laterals, together with all necessary and appurtenant equipment under and above ground, including cathodic protection apparatus used for corrosion control, as deemed necessary by Grantee, for the transmission and distribution of electric energy, signals, television and telecommunications services, natural gas and all by-products thereof, or any liquids, gases, or substances which can or may be transported or distributed through a pipeline, including the customary growth and replacement thereof. Trees, bushes, branches and roots may be trimmed or removed by Grantee whenever it decides it is necessary so as not to interfere with Grantee's use of the easement area.
- 2. Access:** Grantee shall have the right to enter on and across any of the Grantor’s property outside of the easement area as may be reasonably necessary to gain access to the easement area and as may be reasonably necessary for the construction, installation, operation, maintenance, inspection, removal or replacement of the Grantee’s facilities.
- 3. Buildings or Other Structures:** Grantor agrees that no structures will be erected in the easement area or in such close proximity to Grantee's facilities as to create a violation of all applicable State of Wisconsin electric and gas codes or any amendments thereto.

4. **Elevation:** Grantor agrees that the elevation of the ground surface existing as of the date of the initial installation of Grantee's facilities within the easement area will not be altered by more than 4 inches without the written consent of Grantee.
5. **Restoration:** Grantee agrees to restore or cause to have restored Grantor's land, as nearly as is reasonably possible, to the condition existing prior to such entry by Grantee or its agents. This restoration, however, does not apply to any trees, bushes, branches or roots which may interfere with Grantee's use of the easement area.
6. **Exercise of Rights:** It is agreed that the complete exercise of the rights herein conveyed may be gradual and not fully exercised until sometime in the future, and that none of the rights herein granted shall be lost by non-use.
7. **Binding on Future Parties:** This grant of easement shall be binding upon and inure to the benefit of the heirs, successors and assigns of all parties hereto.
8. **Easement Review:** Grantor acknowledges receipt of materials which describe Grantor's rights and options in the easement negotiation process and furthermore acknowledges that Grantor has had at least 5 days to review this easement document *or* voluntarily waives the five day review period.

[REMAINDER OF PAGE LEFT BLANK]

WITNESS the hand and seal of the Grantor the day and year first above written.

City of Wausau

Corporate Name

Sign Name

Print name & title

Sign Name

Print name & title

STATE OF _____)
)SS
COUNTY OF _____)

This instrument was acknowledged before me this _____ day of _____, _____, by the above-named _____

City of Wausau, to me known to be the Grantor(s) who executed the foregoing instrument on behalf of said Grantor(s) and acknowledged the same

Sign Name _____
Print Name _____

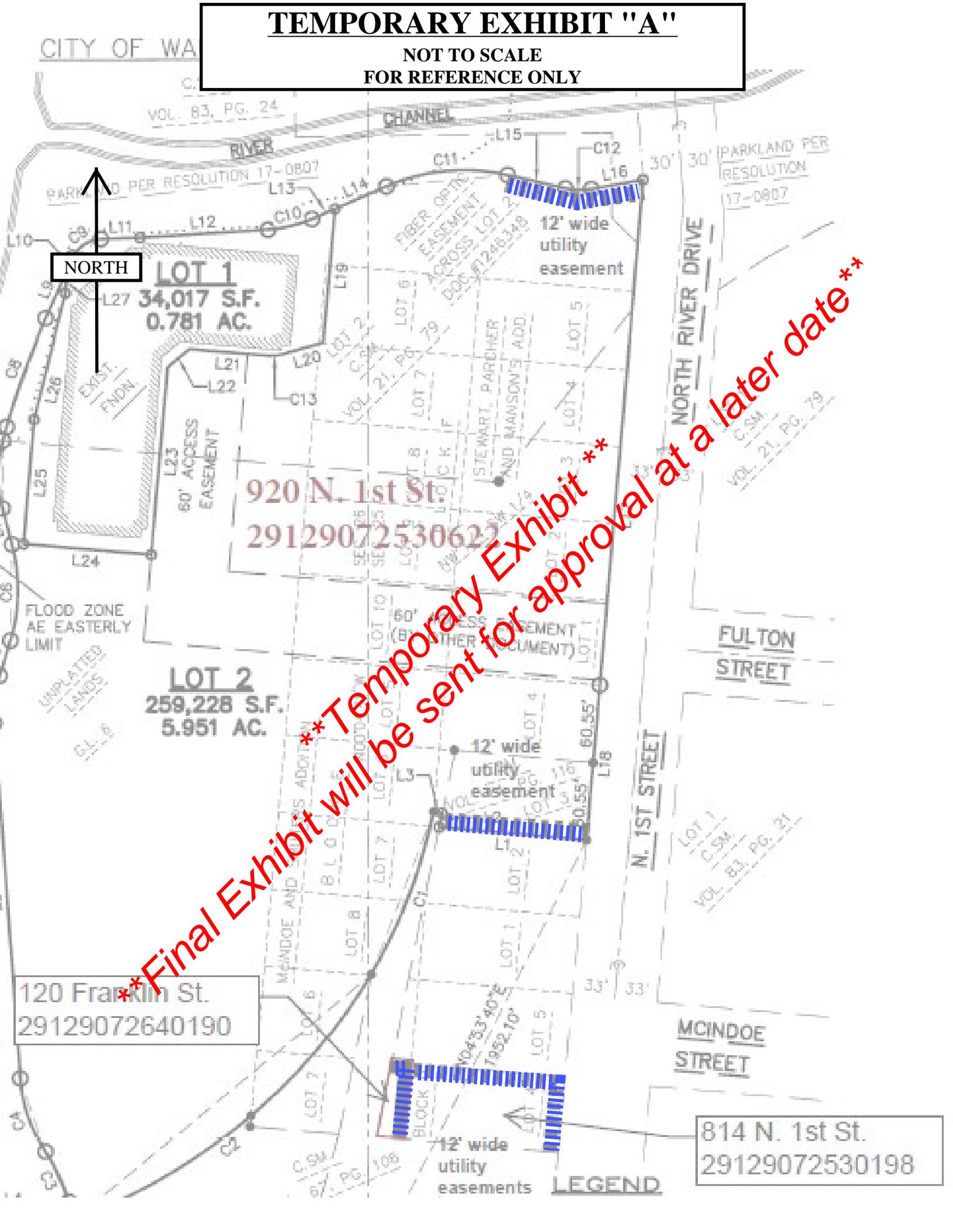
Notary Public, State of _____
My Commission expires: _____

This instrument drafted by: Philip Paradies
Wisconsin Public Service Corporation

Date	County	Municipality	Site Address	Parcel Identification Number
May 5, 2020	Marathon	City of Wausau	Fulton and 1st St at River Dr	291-2907-253-0198, 291-2907-253-0622, 291-2907-264-0190
Real Estate No.	WPSC District	WR#	WR Type	I/O
1051281	Wausau	3067076	ERU	6000272

TEMPORARY EXHIBIT "A"

NOT TO SCALE
FOR REFERENCE ONLY



CAPITAL IMPROVEMENTS AND STREET MAINTENANCE COMMITTEE

Date of Meeting: August 13, 2020, at 5:15 p.m. in the Council Chambers of City Hall.

Members Present: Rasmussen, Larson, Neal, Wadinski, Ryan (arrived at 5:30 due to WebEx issues)

Also Present: Lindman, Wesolowski, Niksich, Alfonso; *By WebEx*: Buckner

Discussion and possible action on an Easement for Wisconsin Public Service Corp., Charter Communications and Frontier North at 146 East Thomas Street, 206 East Thomas Street, 212 East Thomas Street, 226 East Thomas Street, 230 East Thomas Street, and 242 East Thomas Street

Wesolowski explained this is north of Thomas Street on Emter Street where lines run down the alley and through back yards to the east and then along the river. The plan is to remove the overhead lines, bury down Emter Street and then down Thomas Street. WPS would work with homeowners to get other easements.

Rasmussen asked if this would be trenched or directionally bored. Wesolowski indicated they would dig their pits and then directionally bore. Lindman added that the topsoil in this area was stripped down 12" during the Thomas Street Project.

Neal moved to approve the easement. Seconded by Wadinski and the motion carried 5-0.

Agenda Item No.
12

STAFF REPORT TO CISM COMMITTEE - August 13, 2020

AGENDA ITEM

Discussion and possible action on an Easement for Wisconsin Public Service Corp., Charter Communications and Frontier North at 146 East Thomas Street, 206 East Thomas Street, 212 East Thomas Street, 226 East Thomas Street, 230 East Thomas Street and 242 East Thomas Street

BACKGROUND

The Engineering Department has been working with WPS, Charter and Frontier to bury the overhead lines as part of the wall replacement and trail expansion north of Thomas Street near Emter Street. Easements are needed as indicated on the enclosed map to bury the facilities.

FISCAL IMPACT

None, the easements are granted at no cost.

STAFF RECOMMENDATION

Staff recommends approval of the easement.

Staff contact: Allen Wesolowski 715-261-6762

ELECTRIC UNDERGROUND EASEMENT

THIS INDENTURE is made this _____ day of _____, _____, by and between **City of Wausau, a Wisconsin municipal corporation**, ("Grantor") and **WISCONSIN PUBLIC SERVICE CORPORATION**, a Wisconsin Corporation, along with its successors and assigns and **Charter Communications, Inc., and Frontier North** (collectively, "Grantee") for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor, owner of land, hereby grants and warrants to, Grantee, a permanent easement upon, within, beneath, over and across a part of Grantor's land hereinafter referred to as "easement area" more particularly described as follows:

TPN 291-2907-354-0013

Part of Lot 13 of Block 1, of the recorded plat of Williams and Emter's Addition to the City of Wausau, **County of Marathon, State of Wisconsin.**

TPN 291-2907-354-0029

Part of Lot 3 of Block 2, of the recorded plat of Williams and Emter's Addition to the City of Wausau, **County of Marathon, State of Wisconsin.**

TPN 291-2907-354-0034

Part of Lot 8 of Block 2, of the recorded plat of Williams and Emter's Addition to the City of Wausau, **County of Marathon, State of Wisconsin.**

TPN 291-2907-354-0035

Part of Lot 9 of Block 2, of the recorded plat of Williams and Emter's Addition to the City of Wausau, and that Part of Government Lot 3, Section 35, Township 29 North, Range 7 East, **City of Wausau, County of Marathon, State of Wisconsin.**

TPN 291-2907-354-0036

Part of Lots 10, 11, and 12 of Block 2, lying south of the railroad tracks, of the recorded plat of Williams and Emter's Addition to the City of Wausau, and located in Government Lot 3 of Section 35 and Government Lot 4 of Section 36, Township 29 North, Range 7 East, **City of Wausau, County of Marathon, State of Wisconsin.**

TPN 291-2907-354-0339

Part of Lot 1 of Certified Survey Map No. 11237, Recorded in the Marathon County Register of Deeds Volume 47 of Certified Survey Maps on Page 99 as Document 1204239; being part of Government Lot 3 of Section 36, Township 29 North, Range 7 East, **City of Wausau, County of Marathon, State of Wisconsin.**

as shown on the *attached Exhibit "A"*.

Return to: Wisconsin Public Service Corp. Real Estate Dept. P.O. Box 19001 Green Bay, WI 54307-9001
Parcel Identification Number (PIN) 291-2907-354-0013, 291-2907-354-0029, 291-2907-354-0034, 291-2907-354-0035, 291-2907-354-0036, 291-2907-354-0339

1. **Purpose: ELECTRIC UNDERGROUND** - The purpose of this easement is to construct, install, operate, maintain, repair, replace and extend underground utility facilities, conduit and cables, electric pad-mounted transformers, manhole, electric pad-mounted switch-fuse units, electric pad-mounted vacuum fault interrupter, concrete slabs, power pedestals, riser equipment, terminals and markers, together with all necessary and appurtenant equipment under and above ground as deemed necessary by Grantee, all to transmit electric energy, signals, television and telecommunication services, including the customary growth and replacement thereof. Trees, bushes, branches and roots may be trimmed or removed so as not to interfere with Grantee's use of the easement area.
2. **Access:** Grantee shall have the right to enter on and across any of the Grantor's property outside of the easement area as may be reasonably necessary to gain access to the easement area and as may be reasonably necessary for the construction, installation, operation, maintenance, inspection, removal or replacement of the Grantee's facilities.
3. **Buildings or Other Structures:** Grantor agrees that no structures will be erected in the easement area or in such close proximity to Grantee's facilities as to create a violation of all applicable State of Wisconsin electric and gas codes or any amendments thereto.
4. **Elevation:** Grantor agrees that the elevation of the ground surface existing as of the date of the initial installation of Grantee's facilities within the easement area will not be altered by more than 4 inches without the written consent of Grantee.
5. **Restoration:** Grantee agrees to restore or cause to have restored Grantor's land, as nearly as is reasonably possible, to the condition existing prior to such entry by Grantee or its agents. This restoration, however, does not apply to any trees, bushes, branches or roots which may interfere with Grantee's use of the easement area.
6. **Exercise of Rights:** It is agreed that the complete exercise of the rights herein conveyed may be gradual and not fully exercised until sometime in the future, and that none of the rights herein granted shall be lost by non-use.
7. **Binding on Future Parties:** This grant of easement shall be binding upon and inure to the benefit of the heirs, successors and assigns of all parties hereto.
8. **Easement Review:** Grantor acknowledges receipt of materials which describe Grantor's rights and options in the easement negotiation process and furthermore acknowledges that Grantor has had at least 5 days to review this easement document *or* voluntarily waives the five day review period.

[REMAINDER OF PAGE LEFT BLANK]

WITNESS the hand and seal of the Grantor the day and year first above written.

City of Wausau

Corporate Name

Sign Name

Print name & title

Sign Name

Print name & title

STATE OF _____)
)SS
COUNTY OF _____)

This instrument was acknowledged before me this _____ day of _____, _____, by the above-named _____

City of Wausau, to me known to be the Grantor(s) who executed the foregoing instrument on behalf of said Grantor(s) and acknowledged the same

Sign Name _____
Print Name _____

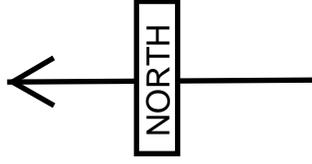
Notary Public, State of _____
My Commission expires: _____

This instrument drafted by: Philip Paradies
Wisconsin Public Service Corporation

Date	County	Municipality	Site Address	Parcel Identification Number
May 7, 2020	Marathon	City of Wausau	Emter St	291-2907-354-0013, 291-2907-354-0029, 291-2907-354-0034, 291-2907-354-0035, 291-2907-354-0036, 291-2907-354-0339
Real Estate No.	WPSC District	WR#	WR Type	I/O
1051324	Wausau	3065155	ERU	6000272

TEMPORARY EXHIBIT "A"

NOT TO SCALE
FOR REFERENCE ONLY



****Final Exhibit will be sent for approval at a later date****



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

RESOLUTION OF THE CAPITAL IMPROVEMENTS & STREET MAINTENANCE COMMITTEE	
Approving Agreement for the Management and Maintenance of a Stormwater facility (Evergreen Adventures LLC – 919 Evergreen Road)	
Committee Action:	Approved 4-0
Fiscal Impact:	None
File Number:	20-0818
Date Introduced:	August 25, 2020

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>Budget Source:</i>
	<i>One-time Costs:</i>	Yes <input type="checkbox"/> No <input type="checkbox"/>	<i>Amount:</i>
	<i>Recurring Costs:</i>	Yes <input type="checkbox"/> No <input type="checkbox"/>	<i>Amount:</i>
SOURCE	<i>Fee Financed:</i>	Yes <input type="checkbox"/> No <input type="checkbox"/>	<i>Amount:</i>
	<i>Grant Financed:</i>	Yes <input type="checkbox"/> No <input type="checkbox"/>	<i>Amount:</i>
	<i>Debt Financed:</i>	Yes <input type="checkbox"/> No <input type="checkbox"/>	<i>Amount</i> <i>Annual Retirement</i>
	<i>TID Financed:</i>	Yes <input type="checkbox"/> No <input type="checkbox"/>	<i>Amount:</i>
	<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, your Capital Improvements and Street Maintenance Committee met on August 13, 2020 to review the agreement and recommends approval of an Agreement for the Management and Maintenance of a Stormwater Facility for Evergreen Adventures LLC, for stormwater facilities on their property at 919 Evergreen Road; now therefore

BE IT RESOLVED the Common Council of the City of Wausau does hereby approve the Agreement, a copy of which is attached hereto and incorporated herein by reference, and the City Clerk is hereby instructed to have the agreement recorded in the office of the Marathon County Register of Deeds.

Approved:

Katie Rosenberg, Mayor

CAPITAL IMPROVEMENTS AND STREET MAINTENANCE COMMITTEE

Date of Meeting: August 13, 2020, at 5:15 p.m. in the Council Chambers of City Hall.

Members Present: Rasmussen, Larson, Neal, Wadinski, Ryan (arrived at 5:30 due to WebEx issues)

Also Present: Lindman, Wesolowski, Nicksich, Alfonso; *By WebEx*: Buckner

CONSENT AGENDA

- A. Approve minutes of the July 9, 2020 meeting**
 - B. Action on Stormwater Maintenance Agreement for Kraft Heinz Company at 1309 and 1316 Curling Way**
 - C. Action on Stormwater Maintenance Agreement for Evergreen Adventures LLC at 919 Evergreen Road**
 - D. Action on final resolution to levy special assessments for 2020 Street Construction Projects**
 - E. Action on final resolution to levy special assessments for 2020 Alley Paving Project**
-

Wadinski moved to approve the consent agenda items. Neal seconded and the motion carried 4-0.

Agenda Item No.
1C

STAFF REPORT TO CISM COMMITTEE - August 13, 2020

AGENDA ITEM

Action on Stormwater Maintenance Agreement for Evergreen Adventures LLC at 919 Evergreen Road

BACKGROUND

Evergreen Adventures, LLC is proposing to build a commercial development consisting of 2 apartment buildings on approximately 1.5 acres of land at the corner of Evergreen Rd and 6th St. Associated with the building construction is a parking lot, landscaping and stormwater facilities.

To ensure properly functioning post-stormwater facilities year after year, the City requires the owner to sign a maintenance agreement, making the owner inspect and maintain the facilities on a biennial basis. The attached maintenance agreement is attached for your review.

FISCAL IMPACT

None

STAFF RECOMMENDATION

Staff recommends approval of the stormwater maintenance agreement.

Staff contact: TJ Niksich 715-261-6748

AGREEMENT FOR THE MANAGEMENT AND
MAINTENANCE OF A STORMWATER FACILITY

THIS AGREEMENT made this 10 day of June, 2020, by and between the City of Wausau, a municipal corporation of the State of Wisconsin, hereinafter referred to as "CITY", and Evergreen Adventures LLC, a corporation organized under the laws of the State of Wisconsin, hereinafter referred to as "OWNER";

WITNESSETH:

WHEREAS, CITY has an interest in and an obligation for the development, management, and maintenance of stormwater facilities within the corporate limits of the City of Wausau, which interest and obligation is evidenced in CITY's stormwater management ordinance and in this agreement which is being entered into pursuant to that ordinance; and

WHEREAS, OWNER wishes to construct certain buildings on land in the City of Wausau, and as an inducement for CITY to grant to OWNER a permit to construct these improvements, OWNER wishes to enter into this agreement for the management and maintenance of a stormwater facility; and

WHEREAS, the specific provision of the Wausau Municipal Code which provides for stormwater management is Chapter 15.56 of the Wausau Municipal Code, which code provides for the routine and extraordinary post construction maintenance of a stormwater management facility, and such a facility is being herein installed for the use and benefit of the development of OWNER's property, and this agreement will specifically provide for the management and maintenance of that stormwater facility.

NOW, THEREFORE, the parties hereto agree as follows:

1. That attached hereto, and incorporated herein by reference, is "Exhibit A," a map upon which there is located certain improvements and storm water facilities, which are the subject of this agreement.
2. OWNER specifically agrees to maintain the storm water facilities in accordance with the schedules and procedures set forth in "Exhibit B" attached hereto and incorporated herein by reference.
3. OWNER specifically grants CITY access to, from and across the property encompassed in "Exhibit A" in order to evaluate and inspect the pond and, in addition to the detention pond, any other stormwater facilities, which evaluation and inspection will, from time to time, be necessary in order to ascertain that the practices concerning management and maintenance are being followed pursuant to CITY's stormwater management ordinances; CITY shall maintain, as a public record, the results of all site inspections, and shall recommend any corrective actions required to bring the stormwater management practices into proper operating condition.
4. Upon notification to OWNER that maintenance deficiencies exist on property, any corrective actions shall be undertaken by OWNER within a time frame as set forth by CITY, which time frame will be reasonable; should OWNER not satisfactorily complete any directives of CITY, as identified in any inspection report or directive, within the time frame provided by CITY, then the parties agree that CITY shall complete any corrective actions and the cost of those actions, including any administrative charges, shall be paid in full by OWNER or, in lieu thereof, shall be placed as a special assessment on the tax rolls of all of the property described on "Exhibit A" pursuant to Wisconsin Statutes.

Recording Area

Name and Return Address

City of Wausau Engineering Dept.
407 Grant Street
Wausau, WI 54403

PIN:

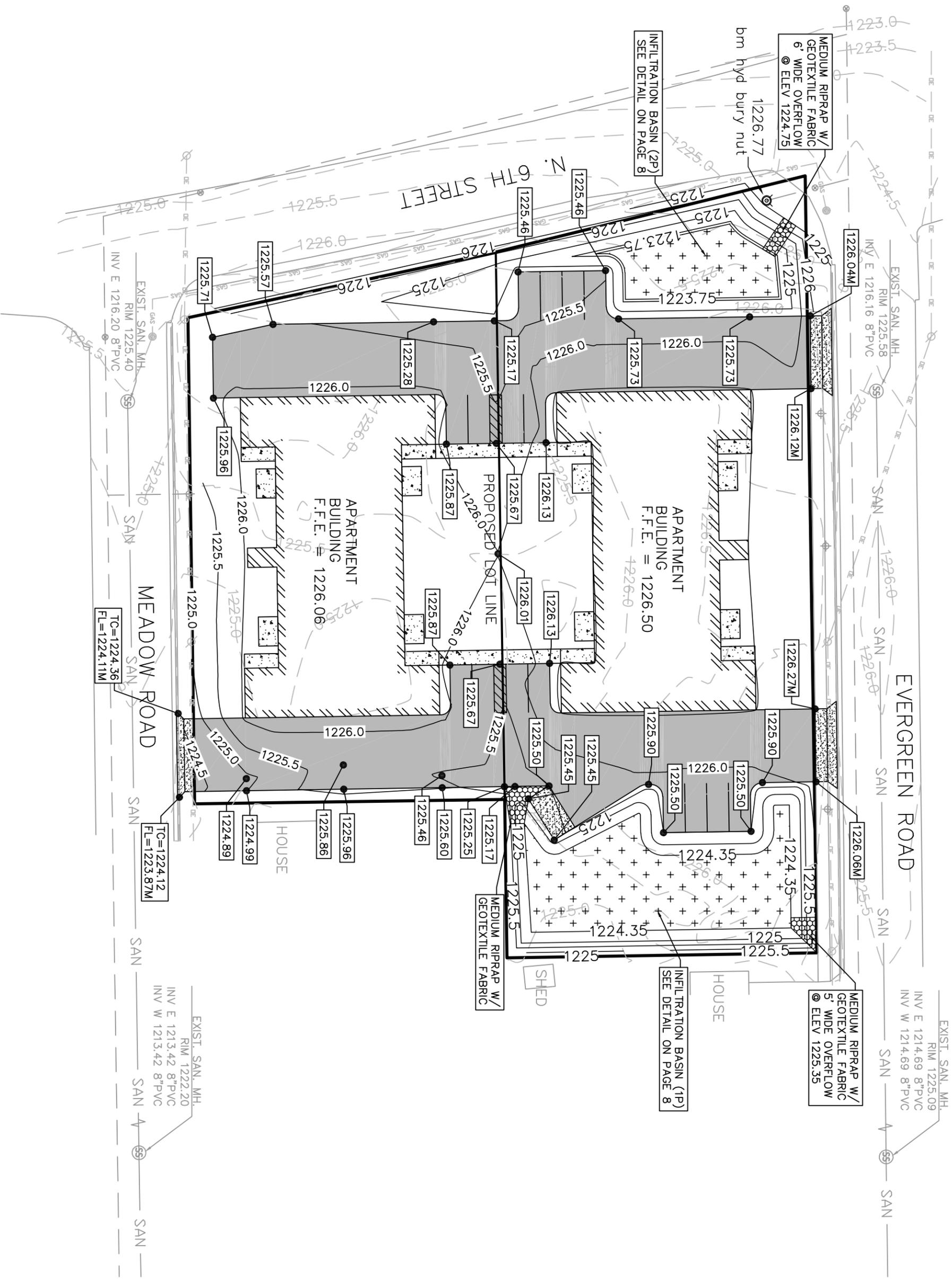


EXHIBIT A - GRADING & DRAINAGE

EVERGREEN APARTMENTS
CITY OF WAUSAU, MARATHON CO.

SURVEYED: VREELAND
DESIGNED: MTS
DRAWN BY: DMV
APPROVED: NSB & MWT
PROJECT #: 2019

REVISION DATE

MARATHON TECHNICAL SERVICES LLC
CONSULTING ENGINEERS
404 FRANKLIN ST - WAUSAU, WI 54403
PHONE & FAX - (715)843-7292
WWW.MTSLLC.NET

EX. A
SHEET NO.
1" = 40'
SCALE

EXHIBIT A

See Grading & Drainage Exhibit

EXHIBIT B

STORMWATER FACILITIES MAINTENANCE SCHEDULE AND PROCEDURES FOR Evergreen Adventures, LLC

Property Address: 919 Evergreen Road, Wausau, WI 54403
Located in the NW1/4 of the NW1/4 of Section 13, Township 29 North, Range 7 East,
City of Wausau, Marathon County, Wisconsin.

The Owner, Evergreen Adventures LLC, their successors, and assigns, shall inspect and maintain the following structural and/or non-structural measures. Maintenance inspections by the Owner shall take place at a minimum of twice per year, following Owner's acceptance of the Project from the Site Contractor. Owner shall maintain a written inspection and maintenance log.

Maintenance and inspection shall be performed within the infiltration basin on the site.

Maintenance at this location shall consist of the following tasks:

1. **DEBRIS:** Removal of trash, debris, sediment, and noxious weeds should be done on a regular basis to maintain aesthetics and functionality of the grass swales and infiltration basins.
2. **GRASS SWALES:** Remove accumulated sediment and/or debris from swale bottoms.
3. **INFILTRATION BASINS:** Remove accumulated sediment and debris from infiltration basin. Deep till and replant as needed to promote the continued infiltration of runoff. Shall be maintained and operated per Wisconsin DNR Technical Standards 1003.
4. **MOWING:** Mow the side slopes, swales, and embankments to promote aesthetic and control weed growth.
5. **CLOGGING:** If clogging occurs, remove the top 2-3 inches of soil. Chisel plow and add topsoil and compost. Revegetate.
6. **SNOW:** If snow is plowed onto infiltration basins, then more frequent maintenance of the soils will be required to maintain desired plant life and infiltration rates.

CAPITAL IMPROVEMENTS AND STREET MAINTENANCE COMMITTEE

Date of Meeting: August 13, 2020, at 5:15 p.m. in the Council Chambers of City Hall.

Members Present: Rasmussen, Larson, Neal, Wadinski, Ryan (arrived at 5:30 due to WebEx issues)

Also Present: Lindman, Wesolowski, Nicksich, Alfonso; *By WebEx*: Buckner

CONSENT AGENDA

- A. Approve minutes of the July 9, 2020 meeting**
 - B. Action on Stormwater Maintenance Agreement for Kraft Heinz Company at 1309 and 1316 Curling Way**
 - C. Action on Stormwater Maintenance Agreement for Evergreen Adventures LLC at 919 Evergreen Road**
 - D. Action on final resolution to levy special assessments for 2020 Street Construction Projects**
 - E. Action on final resolution to levy special assessments for 2020 Alley Paving Project**
-

Wadinski moved to approve the consent agenda items. Neal seconded and the motion carried 4-0.

Agenda Item No.
1B

STAFF REPORT TO CISM COMMITTEE - August 13, 2020

AGENDA ITEM

Action on Stormwater Maintenance Agreement for Kraft Heinz Company at 1309 and 1316 Curling Way.

BACKGROUND

The Kraft Heinz Company is proposing to build two separate parking lots that will be divided by Curling Way. The parking lots will total approximately 2 acres and will consist of the paved parking lot, landscaping and stormwater facilities.

To ensure properly functioning post-stormwater facilities year after year, the City requires the owner to sign a maintenance agreement, making the owner inspect and maintain the facilities on a biennial basis. The attached maintenance agreement is attached for your review.

FISCAL IMPACT

None

STAFF RECOMMENDATION

Staff recommends approval of the stormwater maintenance agreement.

Staff contact: TJ Niksich 715-261-6748

Document No.

AGREEMENT
Document Title

**AGREEMENT FOR THE MANAGEMENT AND
MAINTENANCE OF A STORMWATER FACILITY**

THIS AGREEMENT made this 16th day of July, 2020, by and between the City of Wausau, a municipal corporation of the State of Wisconsin, hereinafter referred to as "CITY", and Kraft Heinz Company in Wausau, a corporation organized under the laws of the State of Wisconsin, hereinafter referred to as "OWNER";

WITNESSETH:

WHEREAS, CITY has an interest in and an obligation for the development, management, and maintenance of stormwater facilities within the corporate limits of the City of Wausau, which interest and obligation is evidenced in CITY's stormwater management ordinance and in this agreement which is being entered into pursuant to that ordinance; and

WHEREAS, OWNER wishes to construct certain buildings on land in the City of Wausau, and as an inducement for CITY to grant to OWNER a permit to construct these improvements, OWNER wishes to enter into this agreement for the management and maintenance of a stormwater facility; and

Recording Area

Name and Return Address

City of Wausau Engineering Dept.
407 Grant Street
Wausau, WI 54403

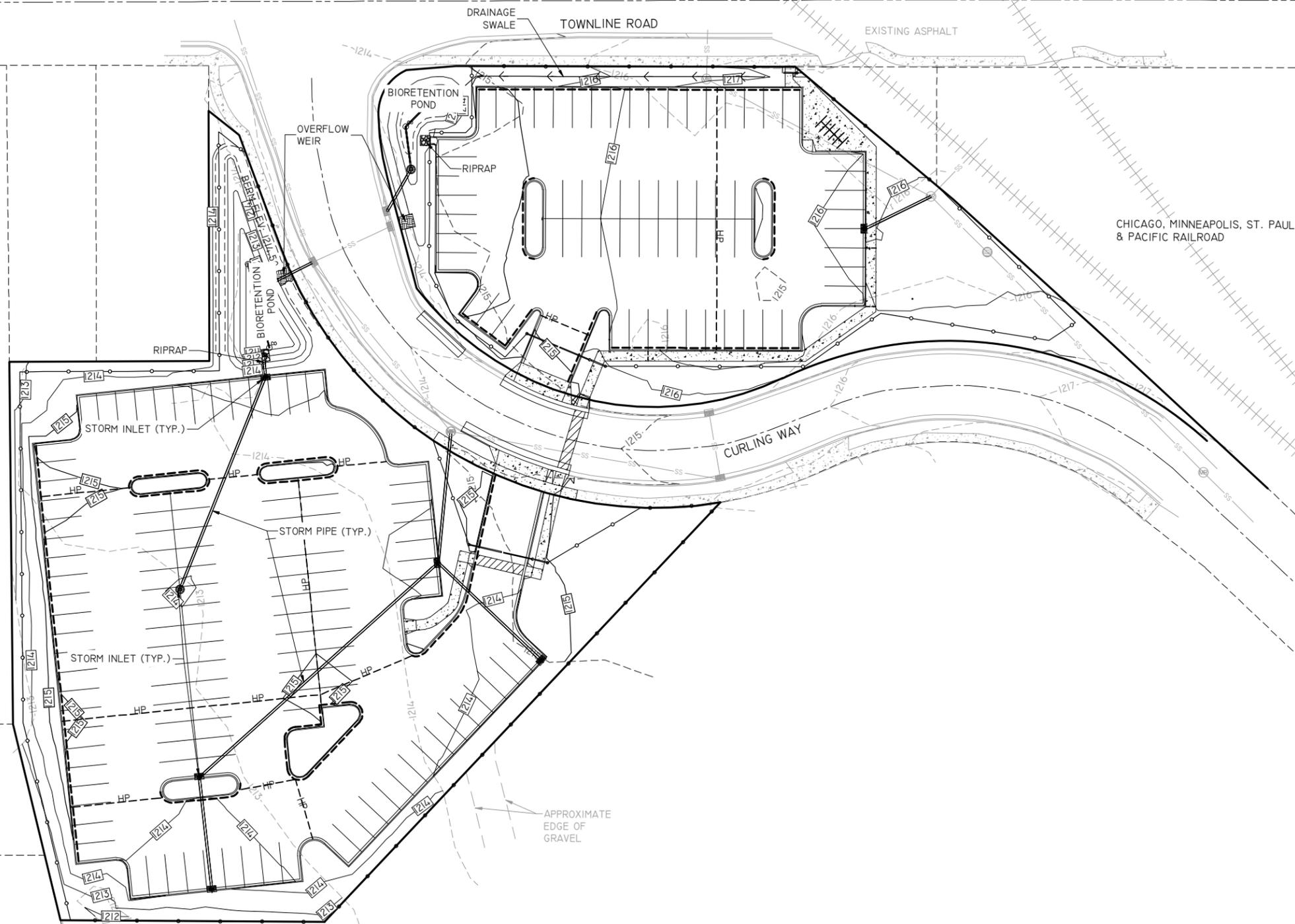
PIN:

WHEREAS, the specific provision of the Wausau Municipal Code which provides for stormwater management is Chapter 15.56 of the Wausau Municipal Code, which code provides for the routine and extraordinary post construction maintenance of a stormwater management facility, and such a facility is being herein installed for the use and benefit of the development of OWNER's property, and this agreement will specifically provide for the management and maintenance of that stormwater facility.

NOW, THEREFORE, the parties hereto agree as follows:

1. That attached hereto, and incorporated herein by reference, is "Exhibit A," a map upon which there is located certain improvements and storm water facilities, which are the subject of this agreement.
2. OWNER specifically agrees to maintain the storm water facilities in accordance with the schedules and procedures set forth in "Exhibit B" attached hereto and incorporated herein by reference.
3. OWNER specifically grants CITY access to, from and across the property encompassed in "Exhibit A" in order to evaluate and inspect the pond and, in addition to the detention pond, any other stormwater facilities, which evaluation and inspection will, from time to time, be necessary in order to ascertain that the practices concerning management and maintenance are being followed pursuant to CITY's stormwater management ordinances; CITY shall maintain, as a public record, the results of all site inspections, and shall recommend any corrective actions required to bring the stormwater management practices into proper operating condition.
4. Upon notification to OWNER that maintenance deficiencies exist on property, any corrective actions shall be undertaken by OWNER within a time frame as set forth by CITY, which time frame will be reasonable; should OWNER not satisfactorily complete any directives of CITY, as identified in any inspection report or directive, within the time frame provided by CITY, then the parties agree that CITY shall complete any corrective actions and the cost of those actions, including any administrative charges, shall be paid in full by OWNER or, in lieu thereof, shall be placed as a special assessment on the tax rolls of all of the property described on "Exhibit A" pursuant to Wisconsin Statutes.

DRAWING FILE: P:\7800-7899\7864A - KRAFT FOODS PARKING LOTS\DWG\EXHIBITS\7864A-EXHIBIT A.DWG LAYOUT: EXH A
 PLOTTED: FEB 20, 2020 - 2:46PM PLOTTED BY: GREW

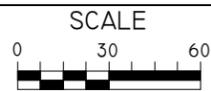


REI Engineering, Inc.
 4080 N. 20TH AVENUE
 WAUSAU, WISCONSIN 54401
 PHONE: 715.675.9784 FAX: 715.675.4060
 EMAIL: MAIL@REIENGINEERING.COM



REI

**CIVIL & ENVIRONMENTAL
 ENGINEERING, SURVEYING**



DATE	REVISION	BY	CHK'D

DESIGNED BY: GSW	CHECKED BY: JJB
SURVEYED BY: JLR, CLF	APPROVED BY: JJB
DRAWN BY: GSW	DATE: 02/20/20

EXHIBIT A: GRADING AND DRAINAGE
 KRAFT HEINZ PARKING AREAS
 1309 CURLING WAY
 WAUSAU, WI 54403

REI
 REI No. 7864A
 SHEET EXH A

EXHIBIT A

See Grading & Drainage Exhibit

EXHIBIT B

STORM WATER FACILITIES MANAGEMENT MAINTENANCE SCHEDULE & PROCEDURES FOR KRAFT HEINZ PARKING AREAS 1309 & 1316 CURLING WAY CITY OF WAUSAU, MARATHON COUNTY, WI

PROPERTY LEGAL DESCRIPTION:

Lot 1 of Certified Survey Map Number 16492, recorded in Volume 76, on Page 141, in the Marathon County Register of Deeds office, and that part of vacated former Junction Street lying Northeasterly of said Lot 1; all being part of the Northwest 1/4 of the Fractional Northeast 1/4 and part of the Northeast 1/4 of the Fractional Northeast 1/4, Section 1, Township 28 North, Range 7 East, City of Wausau, Marathon County, Wisconsin.

Excluding lands dedicated for public road right-of-way as described in Document No. 1774458.

RESPONSIBLE PARTY:

The Owner, The Kraft Heinz Company, their successors, and assigns, shall inspect and maintain the following structural and/or non-structural measures.

MAINTENANCE SCHEDULE AND PROCEDURES:

Maintenance inspections by the Owner shall take place at a minimum of twice per year, following Owner's acceptance of the Project from the Site Contractor. Owner shall maintain a written inspection and maintenance log.

Maintenance and inspection shall be performed within the bioretention ponds and their outlet structures, on-site storm sewer, drainage swale and riprap.

1. **DEBRIS:** Removal of trash, debris, and noxious weeds should be done on a regular basis to maintain aesthetics and functionality of the bioretention ponds, storm sewer, drainage swale, and riprap on the site.
2. **STORM AND OUTLET STRUCTURES:** Remove accumulated sediment and/or debris from the outlet structures of the ponds and storm sewer pipe.
3. **SUMPED CATCH BASINS:** Remove accumulated sediment and/or debris from the sumped catch basins a minimum of every other year.
4. **RIPRAP:** Inspect riprap and replace as may be needed to maintain integrity and a clean appearance of riprap.

5. MOWING: Seasonally mow pond side slopes to promote aesthetics and control weed growth.
6. DRAINAGE SWALE: Maintain free-drainage within the drainage swale on the site.
7. BIORETENTION PLANTING TREATMENTS: Replacement of dead plant life with new plant plugs of a mesic or wet prairie type designation per the WDNR approved plant list should be done as necessary to help maintain infiltration rates as the roots will assist with this. Replace or restore hardwood mulch within the bottom of the pond following rainfall events. The mulch will only be required during the first two growing seasons until the plantings are established.
8. BIORETENTION ENGINEERED SOIL MIX: Following rainfall events, verify the ability for the bioretention ponds to drain. If standing surface water is regularly present within the facility following 48 hours of dry weather, the engineered soil mix may need to be loosened or replaced to restore the infiltration rate. Plantings may be salvaged and replanted if work is done during spring or fall.
9. SNOW PLOWING: Do not plow snow into the bioretention ponds as this will cause premature failure of the devices.

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

ORDINANCE OF CAPITAL IMPROVEMENTS & STREET MAINTENANCE COMMITTEE	
Amending Section 1.01.025 Issuance of citations, Creating Section 10.01.055 Avoidance of Traffic Control Device Prohibited.	
Committee Action: Approved 5-0	Ordinance Number:
Fiscal Impact:	
File Number: 20-0821	Date Introduced: August 25, 2020

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

Add ()

Section 1. That Section 1.01.025 Issuance of citations, is hereby amended to read as follows:

1.01.025 Issuance of citations.

....

(c) Schedule of cash deposits.

(1) A schedule of cash deposits is established as follows:

....

(B) For violations of all ordinances other than those governed by the
aforedescribed Uniform State Deposit Schedule and except as provided in
subsection (C), the cash deposit schedule shall be as follows:

Municipal Ordinance Schedule of Deposits

....

<u>Ord. No.</u>	<u>Offense</u>	<u>Deposit</u>
10.01.011	DC w/ Auto	75.00
10.01.055	Avoidance of Traffic Control Device	50.00
10.01.060	One-way street violation	30.00

....

Section 2. That Section 10.01.055 is hereby created to read as follows:

10.01.055 Avoidance of Traffic Control Device Prohibited. It shall be unlawful for any operator of a motor vehicle to leave the roadway and travel across private property to avoid an official traffic control device, sign, or signal.

Section 3. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 4. This ordinance shall be in full force and effect from and after its date of publication.

Adopted:

Approved:

Approved:

Published:

Attest:

Katie Rosenberg, Mayor

Attest:

Leslie M. Kremer, Clerk

CAPITAL IMPROVEMENTS AND STREET MAINTENANCE COMMITTEE

Date of Meeting: August 13, 2020, at 5:15 p.m. in the Council Chambers of City Hall.

Members Present: Rasmussen, Larson, Neal, Wadinski, Ryan (arrived at 5:30 due to WebEx issues)

Also Present: Lindman, Wesolowski, Niksich, Alfonso; *By WebEx*: Buckner

Discussion and possible action on creating Section 10.01.055 Avoidance of Traffic Control Device Prohibited

Rasmussen noted this issue is most obvious at Walgreens at 17th and Stewart as people cut through their parking lot to avoid traffic lights. This has been a problem for Walgreens and their clients. The ordinance would allow enforcement to take place.

Larson said this intersection is awkward with Walgreens, Panera, Toppers and others all using the little section of road. He questioned how this would be enforced. He noted a vacant building next to Walgreens was torn down and spoke about the City possibly acquiring that property to create a barrier.

At this time Ryan entered the meeting.

With construction on Thomas Street last year, Ryan stated people were using 4th Avenue as a short cut and then cut through the Trinity parking lot.

Rasmussen explained the creation of this ordinance would allow the Police Department to stop vehicles, have an educational discussion with them, and issue warnings or citations.

Ryan talked about the Walgreens on Bridge Street where people cut through Walgreens to get to Oak Street. Rasmussen said this would be a good thing for PD to have in their toolbox when the need arises.

Ryan moved to approve creating Section 10.01.055 Avoidance of Traffic Control Device Prohibited. Seconded by Wadinski.

Neal asked if there were signs stating No Thru Traffic. Rasmussen believes Walgreens on 17th Avenue does have signs. Neal asked about making it impossible to drive through by adding a barrier by the front door. Rasmussen feels that would be a problem as people entering from the south end would not be able to use the drive up.

Wadinski feels this will not alleviate the problem because the Police Department cannot be there all the time. He feels there should be other things associated with this, such as signage or speed bumps.

There being a motion and a second, motion to approve creating Section 10.01.055 Avoidance of Traffic Control Device Prohibited carried 5-0.



Office of the City Attorney

TEL: (715) 261-6590

FAX: (715) 261-6808

Anne L. Jacobson
City Attorney

Tara G. Alfonso
Assistant City Attorney

Nathan Miller
Assistant City Attorney

Comments on Proposed Draft of Creating Section 10.01.055 Avoidance of Traffic Control Device Prohibited

- From time to time, the Wausau Police Department has received complaints from citizens witnessing other citizens using the parking lot of Walgreens, at the corner of South 17th Avenue and Stewart Avenue, to avoid the traffic signal.
- This has resulted in numerous near misses/accidents in Walgreen's parking lot.
- Similar circumstances have temporarily emerged in the past due to road construction projects, detours, etc. Additionally, the possibility of motorists using business parking lots as "shortcuts" to avoid wait times at traffic control signals exists at numerous intersections around the city.
- This ordinance will allow Wausau Police Officers to stop the offending vehicle and give the officer a chance to have an educational talk with the driver about the dangers of engaging in this practice, and/or take enforcement action in the form of a written warning or traffic citation when appropriate.

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

ORDINANCE OF THE CAPITAL IMPROVEMENTS & STREET MAINTENANCE COMMITTEE			
Designating “church parking only” for 12 stalls on the west side of N. 2 nd Street between Grant and McClellan Streets			
Committee Action:	Approved 5-0	Ordinance Number:	
Fiscal Impact:	Minimal cost to install signs		
File Number:	20-0824	Date Introduced:	August 25, 2020

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>Budget Source:</i>	
	<i>One-time Costs:</i>	Yes <input type="checkbox"/> No <input type="checkbox"/>	<i>Amount:</i>	
	<i>Recurring Costs:</i>	Yes <input type="checkbox"/> No <input type="checkbox"/>	<i>Amount:</i>	
SOURCE	<i>Fee Financed:</i>	Yes <input type="checkbox"/> No <input type="checkbox"/>	<i>Amount:</i>	
	<i>Grant Financed:</i>	Yes <input type="checkbox"/> No <input type="checkbox"/>	<i>Amount:</i>	
	<i>Debt Financed:</i>	Yes <input type="checkbox"/> No <input type="checkbox"/>	<i>Amount</i>	<i>Annual Retirement</i>
	<i>TID Financed:</i>	Yes <input type="checkbox"/> No <input type="checkbox"/>	<i>Amount:</i>	
	<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"/>			

WHEREAS, a request was received from the Church of the Resurrection Parish for the designation of “church only” parking on N. 2nd Street between Grant and McClellan Streets;

WHEREAS, your Capital Improvements and Street Maintenance Committee, at their July 9, 2020 meeting, approved designating 4 stalls, two on each side of the handicapped stall, for “church only” parking; and

WHEREAS, representatives of Church of the Resurrection Parish contacted the city to ask for a total of 12 stalls per an existing agreement; and

WHEREAS, your Capital Improvements and Street Maintenance Committee, at their August 13, 2020 meeting, discussed and recommended designating a total of 12 stalls for “church only” parking, six on each side of the handicapped stall.

NOW, THEREFORE, the Common Council of the City of Wausau do ordain as follows:

Add ()

Section 1. That Section 10.20.080(b) of the Wausau Municipal Code, is hereby amended as follows:

North 2nd Street

.....

- Six stalls “church parking only” shall begin 45 feet south of the south back of walk on Grant Street and continue to a point 105 feet south of same back of walk.
- Six stalls “church parking only” shall begin 35 feet north of north back of walk on McClellan Street and continue to a point 95 feet north of same back of walk.

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

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

Adopted:
Approved:
Published:
Attest:

Approved:

Katie Rosenberg, Mayor

Attest:

Leslie M. Kremer, Clerk

CAPITAL IMPROVEMENTS AND STREET MAINTENANCE COMMITTEE

Date of Meeting: August 13, 2020, at 5:15 p.m. in the Council Chambers of City Hall.

Members Present: Rasmussen, Larson, Neal, Wadinski, Ryan (arrived at 5:30 due to WebEx issues)

Also Present: Lindman, Wesolowski, Niksich, Alfonso; *By WebEx*: Buckner

Discussion and possible action on the allocation of parking stalls for the Church of the Resurrection Parish on 2nd Street between McClellan and Grant Streets

Rasmussen reminded the committee that this was talked about last month and 4 stalls were approved. Wesolowski explained that after CISM, the church contacted staff regarding an existing agreement. The ground lease indicates the landlord will give the tenant 12 stalls. This was when there was a parking lot contemplated. The City did not end up building a parking lot and moved the church stalls to the street. The church is happy with stalls on the street, but feel in accordance with the agreement they should get 12 stalls. They would like 6 stalls on each side of the handicap spots marked for church use.

Rasmussen questioned the number of stalls available and Wesolowski answered 16. Providing the church 12 stalls would leave two stalls on each end for public use along with two handicap spots. Rasmussen said it is a smaller expense to the cost of building a parking lot. There is an agreement already approved that obligates designation of 12 stalls and if there is no parking lot there is not much choice. Ryan stated there is a signed agreement and a need as the church is active and has lots of volunteers.

Ryan moved to approve. Seconded by Larson and the motion carried 5-0.

AGENDA ITEM

Discussion and possible action on the allocation of parking stalls for the Church of the Resurrection Parish on 2nd Street between McClellan and Grant Streets

BACKGROUND

This item was before CISM last month and the action taken was to designate 4 stalls for the Church in this block. After the CISM meeting staff met with the church to discuss the parking stalls and the agreement between the City and the church. The church has requested 12 stalls be marked for Church parking, which they feel is in accordance with the attached agreement.

FISCAL IMPACT

Minimal, cost of signs.

STAFF RECOMMENDATION

Staff recommends considering the request to amend the parking stalls from 4 to 12.

Staff contact: Allen Wesolowski 715-261-6762

Lea

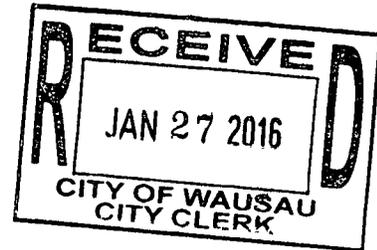
Office of the City Attorney



Anne L. Jacobson
City Attorney

Tara G. Alfonso
Assistant City Attorney

January 26, 2016



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

GROUND LEASE AND POST CLOSING OCCUPANCY AGREEMENT
RESURRECTION PARISH PROPERTY
COUNCIL FILE NO. 13-0913

Enclosed please find original, executed Ground Lease and Post Closing Occupancy Agreement regarding the Resurrection Parish property. Please file the same.

LISA PARSCH
LEGAL ASSISTANT

Enclosure

cc w/Enc. Maryanne Groat, Finance Director
Chris Schock, Comm. Dev. Dept.

POST CLOSING OCCUPANCY AGREEMENT

THIS POST CLOSING OCCUPANCY AGREEMENT (this "**Occupancy Agreement**") is effective as of this 30th of December, 2015 by and between the City of Wausau, Wisconsin, a Wisconsin municipal corporation ("**Owner**") and Church of the Resurrection Parish ("**Occupant**").

RECITALS

A. Owner has acquired from Occupant and owns the real property described in Exhibit A, attached hereto (the "**Property**").

B. Owner has agreed to permit and Occupant desires to continue to occupy portions of the Property as more fully described in Exhibit B (as that may be amended or modified from time to time pursuant to this Agreement, the "**Licensed Space**") under the terms set forth herein.

NOW THEREFORE, in consideration of the premises and the agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Owner and Occupant hereby agree as follows:

1. Use and Occupancy, Compliance with Law.

(a) Owner shall, for the Term (defined below) of this Occupancy Agreement, permit Occupant to use and occupy, as a licensee, the Licensed Space. Occupant shall use and occupy the Property only for the purpose of conducting support activities for the construction of the expansion of church and parish facilities and incidental uses thereto (the "**Construction Project**"), and, except with the prior written consent of Owner, in no other manner and for no other purpose.

(b) Owner and Occupant acknowledge that the Licensed Space will not be physically separated and segregated from the balance of the Property, with "demising" walls, separate entrances, and the like.

2. Term of Agreement.

(a) Occupant shall have the right to use the Licensed Space for the period (the "**Term**") commencing on the date hereof (the "**Commencement Date**") and ending not later than March 31, 2016 (the "**Termination Date**") unless this Occupancy Agreement shall be sooner terminated pursuant to any of the provisions of this Occupancy Agreement or pursuant to law.

(b) Notwithstanding the Termination Date, it is the intention of the parties that the Licensed Space be used by Occupant only in connection with the Construction Project. However, if Occupant faces delays in the Construction Project outside of its reasonable control

but for an additional period of not more than an additional three (3) months after the date on which the Term would otherwise expire, Occupant shall have the right to extend the Term on a month-to-month basis for up to three (3) months upon the terms and conditions (including the Occupancy Charge) upon reasonable notice to Owner.

3. Repair and Maintenance. Occupant shall keep the Licensed Space clean and in good order and repair and at the end of the Term of this Occupancy Agreement (or any earlier date of vacating all or part of the Licensed Space) shall surrender the Licensed Space in substantially the same condition and repair as existing prior to the date of this Agreement, all at Occupant's own cost and expense, and shall not permit any waste, misuse of, or negligent damage to the Licensed Space.

4. Use and Occupancy Charges. During the Term, Occupant shall pay to Owner a occupancy charge of \$10.00 per day (the "**Occupancy Charge**"), payable on the last day of the Month, without the need for demand, and with no right of setoff, for the occupancy and use of the Licensed Space under this Occupancy Agreement during the prior calendar month. Occupancy of any portion of day will be counted as occupancy for the entire day.

5. Assignment. Neither this Occupancy Agreement nor any of the rights, interests, or obligations hereunder shall be assignable or otherwise transferable in whole or in part by Occupant without the prior written consent of the Owner. Occupant shall not sublicense or permit others, other than an Affiliate of Occupant, to occupy any portion of the Licensed Space without Owner's prior written consent, the granting or withholding of which shall be within Owner's sole and absolute discretion.

6. Termination.

(a) This Occupancy Agreement may be terminated in its entirety, and the Term ended (notwithstanding the Termination Date), at any time as follows:

(i) at the election of Owner, in the event of a material default by Occupant of its obligations hereunder, that shall not have been cured within thirty (30) days (or if the default does not involve the payment of money and cannot be cured within thirty (30) days, such longer period of time as would reasonably be required to diligently and expeditiously cure such default) after written notice thereof is given by Owner to Occupant; or

(ii) at the election of Occupant, in the event of a material default by Owner of its obligations hereunder, that shall not have been cured within thirty (30) days after written notice thereof is given by Occupant to Owner (or if that default does not involve the payment of money and cannot be cured within thirty (30) days, within such longer period of time as would be reasonably required to diligently and expeditiously cure such default); provided, that notwithstanding any other provision in this Occupancy Agreement, should the Licensed Space or any substantial portion thereof be rendered untenantable or should Owner be unable to perform any substantial portion of its obligations hereunder, in either case, for a period of thirty (30) days

or more, Occupant may terminate this Occupancy Agreement immediately upon notice in its sole and absolute discretion.

(b) Upon the giving of a notice of termination contemplated above, the Term of this Occupancy Agreement shall expire on the date set forth in such notice as if such date were the Termination Date and neither party shall have any further rights or obligations under this Occupancy Agreement except for accrued obligations and such rights and obligations that expressly survive the expiration or termination of this Occupancy Agreement, including, but not limited to the obligations to surrender the Licensed Space as specified herein.

7. Force Majeure. Neither Owner nor Occupant shall be liable for its failure to perform any of its obligations hereunder, other than the payment of money, as a result of acts of God or the public enemy, embargoes, war conditions, governmental action, strikes or other similar labor troubles, explosion, fire, storm or flood damage, or any other causes, or circumstances reasonably beyond the party's control (each a "**Force Majeure Event**"). The affected party shall promptly notify the other of any Force Majeure Event. The Term shall not be extended by the period of any Force Majeure Event.

8. Liability, Indemnification.

(a) Occupant shall indemnify and save harmless Owner, Owner's Affiliates, and their respective officers, directors, agents, employees, and other representatives, from and against all costs, losses, damages, expenses, demands, and liabilities (including, without limitation, reasonable attorneys' fees and disbursements), arising whether under breach of contract, tort, or strict liability, in connection with Occupant's occupancy or use of the Licensed Space or (whether or not authorized) any other part of the Property including, without limitation, (i) claims for loss, damage, death or injury to the Licensed Space, Property other property, or persons, (ii) any lien, charge, assessment, or other claim or encumbrance arising in connection with any work done in or to the Licensed Space or any other part of the Property by or on behalf of Occupant, whether or not permitted under the Occupancy Agreement, or (iii) any action or omission on the part of Occupant and/or its employees, officers, directors, partners, volunteers, agents, representatives, contractors, licensees, and/or invitees.

(b) Owner shall indemnify and save harmless Occupant, Occupant's Affiliates, and their respective officers, directors, agents, employees, and other representatives, from and against all costs, losses, damages, expenses, demands and liabilities (including, without limitation, reasonable attorneys' fees and disbursements) arising whether under breach of contract, tort, or strict liability, in connection with Owner's use and maintenance of the Property other than the Licensed Space, including, without limitation (i) claims for loss, damage, death, or injury to the property or persons, (ii) any lien, charge, assessment, or other claim or encumbrance arising in connection with any work done in or to the Property by or on behalf of Owner, or (iii) any action or omission on the part of Owner and/or its employees, officers, directors, partners, volunteers, agents, representatives, contractors, licensees, and/or invitees.

(c) Under the indemnification obligations in this section, neither party shall be liable to the other directly, as opposed to indirectly in respect of third-party claims, for punitive, exemplary, indirect, special, or consequential damages.

9. Insurance. For so long as Occupant and Owner (or successors or permitted assigns thereof) both have operations at the Property, each party shall, at such party's sole cost and expense, effect and maintain with insurance companies reasonably acceptable to the other party the following insurance coverages: (i) comprehensive general liability in an amount not less than \$5,000,000 combined single limit per occurrence for bodily injury and property damage, including, but not limited to, premises liability, fire and water damage, legal liability, blanket contractual liability, personal injury, and products liability (that insurance may be provided in a combination of primary and umbrella or excess-liability coverage, so long as the per occurrence minimum limits are satisfied), each naming the other party as an additional insured; (ii) workers' compensation in compliance with applicable statutory requirements; (iii) employer's liability insurance with a limit of not less than \$1,000,000 per occurrence for any accident or disease; and (iv) "All Risk" property insurance covering each party's property in an amount not less than the fair market value of such property. All insurance required hereunder shall contain waivers of subrogation, with respect to the other party hereto to the extent permitted by applicable law. Owner shall not be responsible for any repair or restoration in the event that the Licensed Space or the Property is damaged and rendered substantially untenable by fire or other casualty. Owner and Occupant shall each provide the other with certificates of insurance evidencing such insurance coverages signed by authorized representatives of the insurance companies and stating that, in the event of any cancellation or non-renewal of the coverage, at least thirty (30) days prior written notice will be given to the other party hereto.

10. Removal of Property. Upon the end of the Term or other termination of this Occupancy Agreement, and with respect to any portion of the Licensed Space vacated or surrendered prior to the end of the Term, Occupant shall remove all of its property from the Licensed Space and shall leave the Licensed Space in a clean condition and in as good or better condition as when Occupant took possession of the Licensed Space (or portion in question). If Occupant fails to so remove its property, Owner may remove that property to a public storage facility at Occupant's sole cost and expense or, at Owner's option, deem that property to have been abandoned. This provision shall survive the expiration or earlier termination of this Occupancy Agreement for any reason.

11. Notices. All notices, requests, demands and other communications required or permitted to be given hereunder shall be deemed to have been duly given if in writing and delivered personally, delivered by electronic mail transmission (which is confirmed), or delivered by nationally recognized overnight courier (providing proof of delivery), addressed as follows:

If to Owner:

City of Wausau
407 Grant St.

Wausau, WI 54403
Attn: City Attorney

If to Occupant:

Church of the Resurrection Parish
621 Second Street
Wausau WI 54403

Either party may change the addresses to which such communications are to be directed to it by giving written notice to the other in the manner provided above. All such notices shall be effective upon actual receipt.

12. Successors and Assigns. This Occupancy Agreement shall be binding upon and enure to the benefit of the parties hereto and their respective successors and permitted assigns.

13. Entire Agreement. This Occupancy Agreement sets forth the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes all prior agreements, covenants, arrangements, communications, representations or warranties, and understandings, whether oral or written, by the parties relating thereto. No representation, promise, inducement, or statement of intention relating to the transaction contemplated by such agreements has been made by any party or any related person which is not set forth in this Occupancy Agreement, the Stock Purchase Agreement, or the agreements referred to therein.

14. Governing Law. This Occupancy Agreement shall be governed by and construed in accordance with the laws of jurisdiction(s) in which the Property is located, without giving effect to the principles of conflicts of laws thereof.

15. Counterparts. This Occupancy Agreement may be executed in two or more counterparts, each of which shall be an original, but all of which shall constitute but one agreement. This Occupancy Agreement shall only be effective if a counterpart is signed by both Owner and Occupant.

16. Nature of Relationship. The relationship between Owner and Occupant is solely that of licensor and licensee, and nothing contained in this Agreement shall be construed as creating a leasehold or tenancy. Occupant does not and will not have or claim of any title, estate, or interest in the Licensed Space or the Property. This is intended to be a post-closing occupancy agreement, exempt from the provisions of Chapter 704 of the Wisconsin Statutes and the regulations promulgated thereunder.

17. No Third-Party Beneficiaries. This Occupancy Agreement does not create, and shall not be construed as creating, any rights enforceable by any person not a party to this Occupancy Agreement (other than permitted assignees, if any, of the parties hereto).

18. Severability. If any term, provision, covenant or restriction of this Occupancy Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, Owner and Occupant shall direct that such court interpret and apply the remainder of this Occupancy Agreement in the manner that it determines most closely effectuates their intent in entering into this Occupancy Agreement, and in doing so particularly take into account the relative importance of the term, provision, covenant or restriction being held invalid, void or unenforceable.

IN WITNESS WHEREOF, the parties hereto have caused this Occupancy Agreement to be executed and delivered as of the date first written above.

OWNER:

CITY OF WAUSAU, WISCONSIN

By: James E. Tipple
As its: Mayor James E. Tipple

Attest:

By: Toni Rayala
As its: City Clerk Toni Rayala

OCCUPANT:

By: Rev. Robert Schaller
As its: Vice-President Rev. Robert Schaller

EXHIBIT A

PROPERTY

Lot one (1) of Certified Survey Map No. 17225 recorded in the office of the Register of Deeds for Marathon County, Wisconsin, in Volume 82 of Certified Survey Maps on page 23, as Document No. 1701487; being Lots one (1), two (2), seven (7) and eight (8), and part of Lots six (6) and three (3) all in Block one (1) of McIndoe and Shuter's Addition to the City of Wausau, Marathon County, Wisconsin; subject to easements of record.

Tax Key: 2907-253-609
PIN: 291-2907-253-0609

EXHIBIT B

Licensed Space

[ATTACH DIAGRAM]

COF

GROUND LEASE

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

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

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

NOW THEREFORE, the parties agree as follows:

ARTICLE 1: THE PREMISES.

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

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

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

ARTICLE 2: TERM.

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

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

ARTICLE 3: RENT.

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

ARTICLE 4: TAXES AND ASSESSMENTS.

4.1 Responsibility for Payment.

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

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

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

ARTICLE 5: UTILITIES.

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

ARTICLE 6: REPAIRS AND MAINTENANCE.

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

ARTICLE 7: DEMOLITION, ALTERATIONS AND ADDITIONS.

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

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

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

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

ARTICLE 8: REPAIRS.

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

ARTICLE 9: QUIET ENJOYMENT.

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

ARTICLE 10: ASSIGNMENT AND SUBLEASE.

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

ARTICLE 11: SURRENDER.

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

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

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

ARTICLE 12: CONDEMNATION.

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

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

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

ARTICLE 13: DEFAULT.

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

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

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

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

ARTICLE 14: LEASE NOT SUBORDINATE TO ENCUMBRANCES.

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

ARTICLE 15: COMPLIANCE WITH LAWS.

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

ARTICLE 16: CONSTRUCTION AND REPAIR LICENSE.

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

ARTICLE 17: ENVIRONMENTAL.

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

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

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

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

ARTICLE 18: GENERAL PROVISIONS.

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

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

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

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

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

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

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

If to the Landlord:

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

If to the Tenant:

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

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

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

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

ARTICLE 19: RIGHT OF FIRST REFUSAL.

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

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

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

[Signature Page to Follow]

EXECUTED as of the day and year first above written.

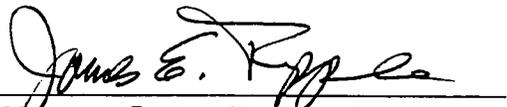
LANDLORD:

TENANT:

CHURCH OF THE RESURRECTION PARISH

CITY OF WAUSAU, WISCONSIN

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

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

Attest: 
Print Name: TONI LAYALA
Title: City Clerk

EXHIBIT A

PREMISES

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

JOINT RESOLUTION OF THE CAPITAL IMPROVEMENTS & STREET MAINTENANCE COMMITTEE AND PLAN COMMISSION

Authorizing Sale of City-Owned Property at 1321 Curling Way

Committee Action: CISM: Approved 4-0
Plan: Approved 6-0

Fiscal Impact: None

File Number: 20-0816

Date Introduced: August 25, 2020

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>Budget Source:</i>
	<i>One-time Costs:</i>	Yes <input type="checkbox"/>	No <input type="checkbox"/>	<i>Amount:</i>
	<i>Recurring Costs:</i>	Yes <input type="checkbox"/>	No <input type="checkbox"/>	<i>Amount:</i>
SOURCE	<i>Fee Financed:</i>	Yes <input type="checkbox"/>	No <input type="checkbox"/>	<i>Amount:</i>
	<i>Grant Financed:</i>	Yes <input type="checkbox"/>	No <input type="checkbox"/>	<i>Amount:</i>
	<i>Debt Financed:</i>	Yes <input type="checkbox"/>	No <input type="checkbox"/>	<i>Amount</i> <i>Annual Retirement</i>
	<i>TID Financed:</i>	Yes <input type="checkbox"/>	No <input type="checkbox"/>	<i>Amount:</i>
	<i>TID Source: Increment Revenue <input type="checkbox"/> Debt <input type="checkbox"/> Funds on Hand <input type="checkbox"/> Interfund Loan <input type="checkbox"/></i>			

RESOLUTION

WHEREAS, the City of Wausau owns the vacant property located at 1321 Curling Way; and

WHEREAS, the Capital Improvements and Street Maintenance Committee has considered the disposition of the property at 1321 Curling Way and have recommended that this City-owned real estate be sold; and

WHEREAS, the property was advertised for sale and one bid was received; and

WHEREAS, Kraft Heinz Company submitted a bid in the amount of \$1,000 to purchase 1321 Curling Way with plans to build an employee parking lot on the parcel; and

WHEREAS, your Capital Improvements and Street Maintenance Committee and Plan Commission recommend the offer be accepted; now therefore

BE IT RESOLVED the Common Council of the City of Wausau does hereby accept the offer from Kraft Heinz Company to purchase the parcel at 1321 Curling Way for \$1,000.

Approved:

Katie Rosenberg, Mayor

CAPITAL IMPROVEMENTS AND STREET MAINTENANCE COMMITTEE

Date of Meeting: August 13, 2020, at 5:15 p.m. in the Council Chambers of City Hall.

Members Present: Rasmussen, Larson, Neal, Wadinski, Ryan (arrived at 5:30 due to WebEx issues)

Also Present: Lindman, Wesolowski, Niksich, Alfonso; *By WebEx*: Buckner

Discussion and possible action on sale of 1321 Curling Way

Wesolowski indicated Kraft offered \$1,000 to purchase the property. Kraft was the only bid received. They intend to build a parking lot with security fencing. This is on the south side of the road so their employees do not have to cross the road. Kraft would like to start building the parking lot as soon as possible.

Wadinski noted the parcel is small but there would be a small tax advantage the City would receive each year.

Larson moved to approve the sale of 1321 Curling Way to Kraft. Wadinski seconded and the motion carried 4-0.

PLAN COMMISSION

Time and Date: The Plan Commission met on Tuesday, August 18, 2020, at 5:00 p.m. in the Common Council Chambers of Wausau City Hall.

Members Present: Mayor Katie Rosenberg, Patrick Peckham, Tom Neal, Andrew Brueggeman, Eric Lindman, Bruce Bohlken

Others Present: Brad Lenz, Brad Sippel, William Hebert, Melissa Engen, David DeSantis

In compliance with Chapter 19, Wisconsin Statutes, notice of this meeting was posted and transmitted to the *Wausau Daily Herald* in the proper manner.

Mayor Rosenberg called the meeting to order at approximately 5:00 p.m. noting that a quorum was present.

Discussion and possible action on the sale of 1321 Curling Way.

Peckham said that the drawings are not very clear. The commission discussed what the yellow lines would refer to. Lindman said that this item is for the sale of the excess right-of-way, which is depicted in red on the second map.

Peckham motioned to approve the sale of 1321 Curling Way. Bohlken seconded, and the motion carried unanimously 6-0.

AGENDA ITEM

Discussion and possible action on the sale of 1321 Curling Way

BACKGROUND

The Board of Public Works opened bids for the sale of 1321 Curling Way. The parcel was advertised for sale by the Engineering Department. One bid was received for the property. The bid was from Kraft in the amount of \$1,000. Kraft plans to build an employee parking lot on the parcel.

FISCAL IMPACT

The City would receive the \$1,000 for the parcel and the property would go back on the tax roll.

STAFF RECOMMENDATION

Staff recommends approval of the sale of the parcel to Kraft.

Staff contact: Allen Wesolowski 715-261-6762

Bid to Purchase Property from City of Wausau

I hereby submit the following bid to purchase the City-owned property located at 1321 Curling Way. The parcel is approximately 10,175 sq. ft.

Bid price: \$ 1000.⁰⁰

Briefly describe your intended use of the property: Kraft Heinz Company
owns the property adjacent to parcel 0903. This
parcel will become part of a new parking lot for
Kraft Heinz employees.

Note: any questions, please contact Michael O'Hara,
PM/CM for KHC @ mobile 402-499-5519

Name: Kraft Heinz Company (KHC)

Mailing Address: 1007 Townline Road Wausau, WI 54403

Telephone: 402-499-5519 Date: 7-16-2020

Signature of bidder: 

Bids shall include a deposit of 10% of the bid price in the form of a cashier, personal, or business check.

Sealed bids shall be submitted by 10:00 a.m. on July 28, 2020, to the City Engineering Department at Wausau City Hall, 407 Grant Street, Wausau, WI 54403.

The City of Wausau reserves the right to reject any or all bids

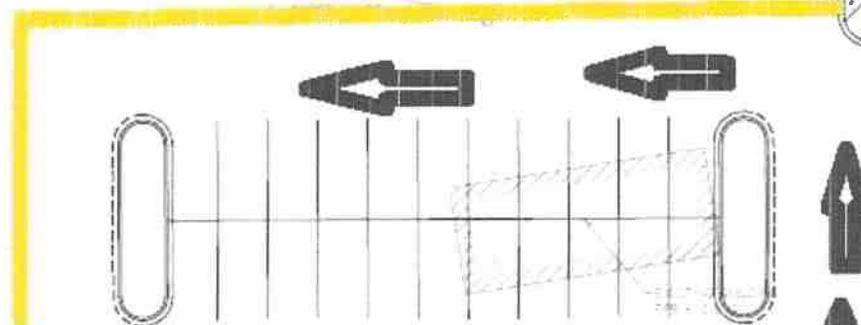
TOWNSHIP ROAD

EXISTING DRIVE

EXISTING DRIVE
TO BE REMOVED

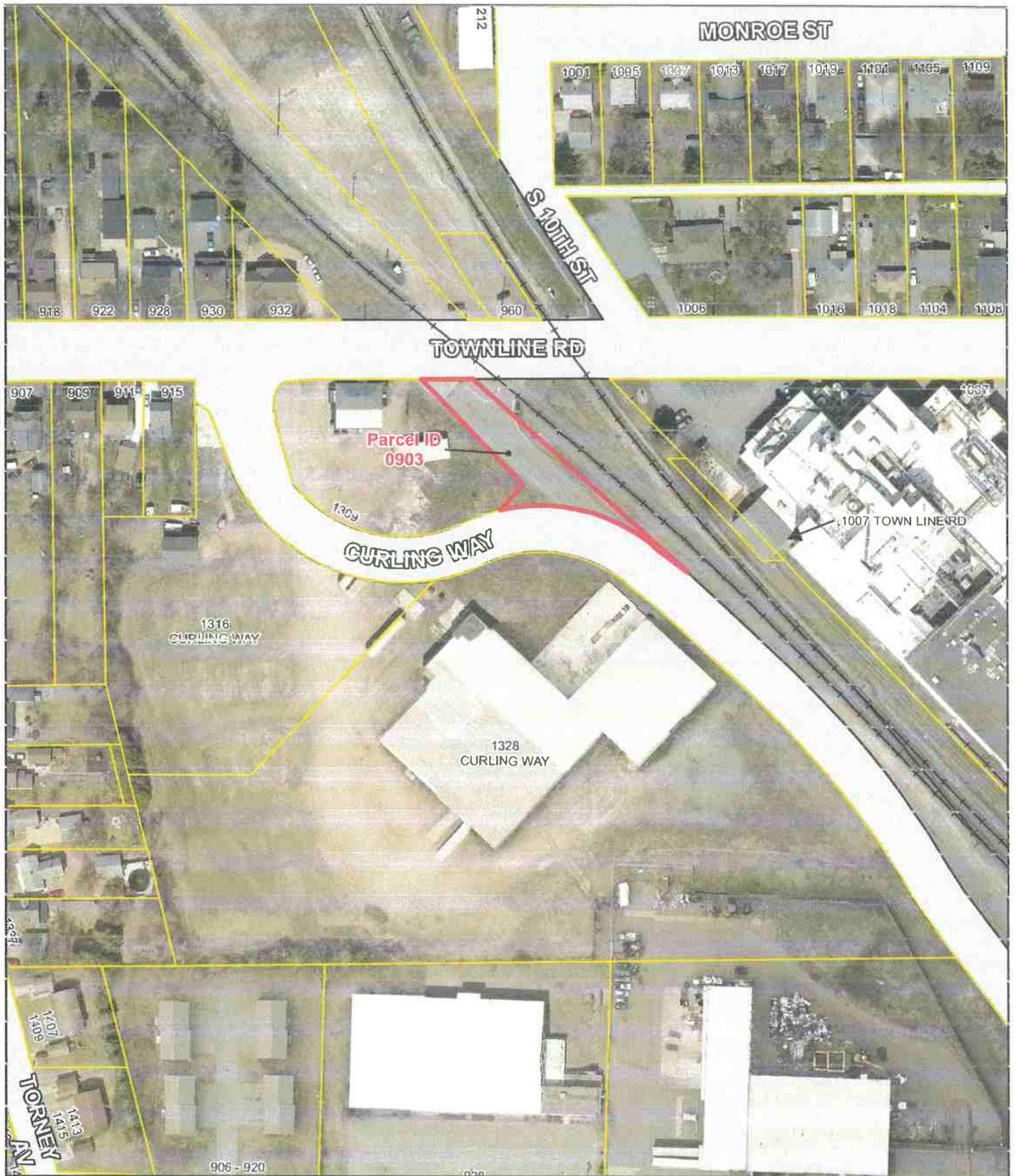
CURLING WAY

EXISTING DRIVE
TO BE REMOVED

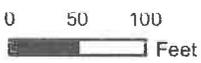


EXISTING STALLS

EXISTING DRIVE TO BE REMOVED



City of Wausau
Marathon County Wisconsin



- Legend**
- Parcels
 - Right-of-Way
 - Railroad
 - Property For Sale



Map Date: July 10, 2020

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

RESOLUTION OF THE PLAN COMMISSION

Approving final plat for Siewert Park.

Committee Action: Approved 6-0

Fiscal Impact: None.

File Number: 20-0817

Date Introduced: August 25, 2020

WHEREAS, on August 18, 2020, the Plan Commission considered a request to approve the final plat for Siewert Park; and

WHEREAS, Title 21 of the Wausau Municipal Code gives the City the ability to review plats in unincorporated areas of Marathon County within three miles of the city; and

WHEREAS, the subdivision will lie outside of the corporate boundaries of the city of Wausau; and

WHEREAS, the lots conform to the minimum standards of the zoning code; and

WHEREAS, the subdivision will not have dramatic impacts to City infrastructure or facilities; now therefore

BE IT RESOLVED that the Common Council of the City of Wausau hereby approves the preliminary plat for Siewert Park, as presented.

Approved:

Katie Rosenberg, Mayor

PLAN COMMISSION

Time and Date: The Plan Commission met on Tuesday, August 18, 2020, at 5:00 p.m. in the Common Council Chambers of Wausau City Hall.

Members Present: Mayor Katie Rosenberg, Patrick Peckham, Tom Neal, Andrew Brueggeman, Eric Lindman, Bruce Bohlken

Others Present: Brad Lenz, Brad Sippel, William Hebert, Melissa Engen, David DeSantis

In compliance with Chapter 19, Wisconsin Statutes, notice of this meeting was posted and transmitted to the *Wausau Daily Herald* in the proper manner.

Mayor Rosenberg called the meeting to order at approximately 5:00 p.m. noting that a quorum was present.

Discussion and possible action on the final plat for Siewert Park.

Hebert said that the preliminary plat was discussed in June. There has been no change to the final plat. The plat is in the Town of Stettin, but the city has review authority.

Bohlken motioned to approve the final plat for Siewert Park. Neal seconded, and the motion carried unanimously 6-0.

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

ORDINANCE OF THE WAUSAU WATER WORKS COMMISSION			
Creating Section 13.52.060 Penalty			
Committee Action:	Approved 5-0	Ordinance Number:	
Fiscal Impact:	None		
File Number:	20-0825	Date Introduced:	August 25, 2020

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>Budget Source:</i>
	<i>One-time Costs:</i>	Yes <input type="checkbox"/> No <input type="checkbox"/>	<i>Amount:</i>
	<i>Recurring Costs:</i>	Yes <input type="checkbox"/> No <input type="checkbox"/>	<i>Amount:</i>
SOURCE	<i>Fee Financed:</i>	Yes <input type="checkbox"/> No <input type="checkbox"/>	<i>Amount:</i>
	<i>Grant Financed:</i>	Yes <input type="checkbox"/> No <input type="checkbox"/>	<i>Amount:</i>
	<i>Debt Financed:</i>	Yes <input type="checkbox"/> No <input type="checkbox"/>	<i>Amount</i> <i>Annual Retirement</i>
	<i>TID Financed:</i>	Yes <input type="checkbox"/> No <input type="checkbox"/>	<i>Amount:</i>
	<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"/>		

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

Section 1. That Section 13.52.060 Penalty, is hereby created to read as follows:

Section 13.52.060 Penalty. Any person who violates sections 13.52.040 or 133.52.050 shall be subject to a forfeiture of \$750, in addition to costs incurred for repairs to damaged property or rectifying cross-contamination.

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

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

Adopted:
Approved:
Published:
Attest:

Approved:

Katie Rosenberg, Mayor

Attest:

Leslie M. Kremer, Clerk



Minutes of August 4, 2020

A meeting of the Wausau Water Works Commission was called to order at 1:30 p.m. in City Hall on August 4, 2020. In compliance with Wisconsin Statutes, this meeting was posted and receipted for by the Wausau Daily Herald on July 31, 2020.

Members present: President Rosenberg, Commissioners Force, Robinson, Herbst, Gehin.
Others present: Eric Lindman, Dave Erickson, Scott Boers, Valerie Swanborg, MaryAnne Groat, Steve Opatik/Becher Hoppe, Tonia Westphal/Clark Dietz by WebEx, Deb Ryan/702 Elm Street.

9) Discussion and Possible Action on Implementing a Forfeiture/Citation for Unauthorized use of a Fire Hydrant.

Lindman advised we've had TDS subcontractors and other contractors in the city pull water off of our hydrants without permission. We have an ordinance in place, section 13.52.040: Use of hydrants for construction that requires permission from the Director before they can use a hydrant. There are procedures that they have to follow and a fee as well. At this point we don't have a fine for unauthorized use. Every time they hook to a hydrant there is potential for contamination. He feels within the ordinance we should include a fine. There are water stations where they can get water and recommends a fine of \$500.00-\$750.00. Robinson agrees but would like to also include that in the event they do cause cross contamination that they are responsible for 100% of the costs associated with that.

Motion by Robinson to modify the ordinance to include a monetary fine of \$750.00 as well as a liability associated with cross contamination issues. Seconded by Gehin.

Gehin asked if the water is metered. Boers advised we do have a meter with an RPZ. We got rid of the construction meters because they were no longer legal with lead limits and contractors would ride around with them in their trucks with no use. The utility will set the RPZ meter when absolutely necessary otherwise we require contractors to get their water from one of the bulk stations. Another issue is that our hydrants open backwards and it can cause twisted or broken shafts.

Motion carried 5-0.



Office of the City Attorney

TEL: (715) 261-6590

FAX: (715) 261-6808

Anne L. Jacobson
City Attorney

Tara G. Alfonso
Assistant City Attorney

Nathan Miller
Assistant City Attorney

TO: Katie Rosenberg, Mayor
Common Council Members

FROM: Anne Jacobson, City Attorney *aj*

RE: Creating Section 13.52.060 Penalty

DATE: August 20, 2020

Purpose: To approve a specific penalty for violations of unauthorized use of hydrants, contained in Chapter 13.52 – Water for Construction.

Wausau Municipal Code 13.52.040 Use of Hydrants for Construction requires permission from the Director of Public Works and Utilities before a contractor can use water from a city hydrant. A Reduced Pressure Zone (RPZ) valve is required to be supplied by the water user and written proof provided of its operational certification. It must be attached to the hydrant. Payment of \$60 must be made for its setting. Payment for the water used is required to be paid by the contractor at the scheduled rates, or a minimum of \$5.

Wausau Municipal Code 13.52.050 Operation of valves and hydrants – Unauthorized use of water prohibits any person, without authority, from allowing contractors or other unauthorized persons to take water from the city, operate any valve connected with the street or supply mains, open any fire hydrant connected with the distribution system, or wantonly injure or impair the same.

With no specific penalty provision in that chapter, the applicable penalty provision is 1.01.025(c)(1)(C), which provides for a cash deposit of \$100, plus costs, for a total of \$187, upon the issuance of a citation.

Section 1.01.110 - Penalty where no penalty provided, states:

(a) In any case where there is a violation of any City ordinance for which no penalty is provided, the person violating the same shall be subject to a forfeiture of not less than \$10.00 nor more than \$200.00 for each offense, except as provided in the following

subsection. The penalty for a second or subsequent conviction is a forfeiture of not less than \$25.00 nor more than \$200.00 for each offense.

A long form summons and complaint is issued to include the number of days the violation is alleged to have continued, and \$200 per day is usually plead for the first violation.

Recommendation: Because there is the potential for cross contamination every time a person attaches to a hydrant, not to mention the theft of water without appropriate authorization, and the potential for damage to the hydrant and shafts if opened incorrectly, Director Lindman recommended to the Wausau Water Works Commission that a forfeiture of \$500-750 be adopted for violations of unauthorized use of a hydrant.

The Commission moved to recommend a forfeiture of \$750, as well as liability associated with cross contamination issues.

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

RESOLUTION OF THE CAPITAL IMPROVEMENTS AND STREET MAINTENANCE COMMITTEE

Eliminating No Right Turn on Red signage for northbound 17th Avenue traffic at the W. Bridge Street intersection

Committee Action: Approved 4-1

Fiscal Impact: Minimal cost to remove sign

File Number: 14-0507

Date Introduced: August 25, 2020

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>Budget Source:</i>
	<i>One-time Costs:</i>	Yes <input type="checkbox"/>	No <input type="checkbox"/>	<i>Amount:</i>
	<i>Recurring Costs:</i>	Yes <input type="checkbox"/>	No <input type="checkbox"/>	<i>Amount:</i>
SOURCE	<i>Fee Financed:</i>	Yes <input type="checkbox"/>	No <input type="checkbox"/>	<i>Amount:</i>
	<i>Grant Financed:</i>	Yes <input type="checkbox"/>	No <input type="checkbox"/>	<i>Amount:</i>
	<i>Debt Financed:</i>	Yes <input type="checkbox"/>	No <input type="checkbox"/>	<i>Amount</i> <i>Annual Retirement</i>
	<i>TID Financed:</i>	Yes <input type="checkbox"/>	No <input type="checkbox"/>	<i>Amount:</i>
	<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, Council approved a resolution on May 13, 2014 to install a no right turn on red sign for northbound 17th Avenue traffic at W. Bridge Street between 6 AM and 6 PM; and

WHEREAS, an adjacent property owner has requested the sign be eliminated; and

WHEREAS, your Capital Improvements and Street Maintenance Committee, at their August 13, 2020 meeting, discussed and recommended eliminating the no turn on red sign for northbound 17th Avenue traffic at the W. Bridge Street intersection.

NOW THEREFORE BE IT RESOLVED that the Common Council of the City of Wausau does hereby approve eliminating the no right turn on red sign for northbound 17th Avenue traffic at the W. Bridge Street intersection.

Approved:

Katie Rosenberg, Mayor

CAPITAL IMPROVEMENTS AND STREET MAINTENANCE COMMITTEE

Date of Meeting: August 13, 2020, at 5:15 p.m. in the Council Chambers of City Hall.

Members Present: Rasmussen, Larson, Neal, Wadinski, Ryan (arrived at 5:30 due to WebEx issues)

Also Present: Lindman, Wesolowski, Niksich, Alfonso; *By WebEx*: Buckner

Discussion and possible action on No Turn on Red signage for northbound traffic at 17th Avenue and West Bridge Street

Rasmussen stated a number of years ago a No Turn on Red sign was installed on 17th and Bridge partly because of complaints from residents along Bridge Street that were having trouble exiting their driveways. The signage did not help. People do not obey it and the signage is small. Also, the houses along Bridge Street have changed hands. Staff has asked for consideration to remove the sign as it is not functional.

Wesolowski provided minutes from the last time this was discussed. At that time, staff did not recommend installing the sign because there was ample time for cars, especially because there is a left turn arrow for Bridge Street traffic. Letters were sent out to the first block east of 17th Avenue. Wesolowski received one call from a resident who would like it removed as no one obeys it. This resident indicated she is lucky because she has a wide driveway and can turn around before exiting onto Bridge Street. If she has a car there and is forced to back out, she does not trust people to obey the sign. If the sign does stay, the resident would request further enforcement so everyone obeys it.

Wadinski feels in this situation it is better there is no sign so people get out of her way and she can make that decision safely. Additionally, we are here for the big picture; does it help two to three people or are hundreds of people violating it.

Larson uses this intersection frequently and the sign is small. He does not have a problem either way. He did notice trees on the southwest corner, as you are looking west, need to be trimmed. The trees are so low that one cannot adequately see up the hill.

Ryan recalls there were a couple of elderly people that lived on the south side and were having difficulty finding any breaks. She noted the property on the north side has not sold and asked if a roundabout would be a solution. Rasmussen believes the property on the north has sold as there is a sign stating an office space is coming soon.

Wadinski moved to remove the No Turn on Red sign for northbound traffic at 17th Avenue and West Bridge Street. Seconded by Larson and the motion carried 4-1 with Ryan the dissenting vote.

AGENDA ITEM

Discussion and possible action on No Turn on Red signage for northbound traffic at 17th Avenue and West Bridge Street

BACKGROUND

This item was requested to be placed on the agenda for consideration. See the attached Parking & Traffic meeting minutes for the reason this ordinance and signage was adopted. Engineering staff has again reviewed the intersection and would stand by the original recommendation to not sign as 'no turn on red'. Staff has not interviewed the homeowners on Bridge Street. It should be recognized that Engineering does not doubt the difficulty of backing out onto Bridge Street during peak traffic flow times. This recommendation is based upon current traffic control guidance.

FISCAL IMPACT

None

STAFF RECOMMENDATION

Engineering staff would recommend removing the restriction.

Staff contact: Allen Wesolowski 715-261-6762

Parking and Traffic Committee Meeting Minutes

Date of Meeting: Thursday, April 17, 2014, 5:30 pm., in the Birch Room at City Hall
Members Present: Abitz{C}, Kellbach, Winters, Mielke, Nutting
Others Present: Lt. Pekarske, Alfonso, Wagner, Lang, Candace & Craig Johnson, Pat Jozwiak

In accordance with Chapter 19, Wisconsin Statutes, notice of this meeting was posted and sent to the Daily Herald in the proper manner. It was noted that there was a quorum present and the meeting was called to order by Chairperson Abitz at 5:33 pm.

(1) Minutes of the Prior Meeting – 03/20/2014

Motion by Nutting, second by Mielke, to approve the minutes of the March 20, 2014. Motion approved 4-0.

(2) Discussion and possible action: To adjust the traffic signal timing or install “No Right Turn on Red” signage for northbound 17th Avenue traffic at the W. Bridge Street intersection.

Discussion: This topic was discussed at previous meetings and the City staff was asked to bring back recommendations.

Lt. Pekarske stated that he and Allen researched and observed this area at the end of March and beginning of April between 0700-0800, 1200-1300, and 1500-1600. There was a 10 to 20 second traffic gap approximately every 2 minutes during light cycles. North/South green and then East/West turn arrow provides ample traffic gaps with little to no traffic eastbound traffic on Bridge Street. The DOT guidelines are based upon research and best practice for traffic safety and flow of traffic and does not support a “No right on red” at this location. Bridge Street has been and will continue to be a major thoroughfare through the city. Any changes will have significant impact on the flow of traffic at this intersection effecting thousands of motorists daily and potentially back up traffic on 17th Avenue. Based upon the observational data of the intersection, combined with the DOT guidelines for “No right turn on red” signs, it is recommended that no change be made as during the day there is adequate traffic gaps to safely enter EB Bridge Street and the roadway and intersections are designed to handle high volumes of traffic in a safe and efficient manner with their current markings.

Nutting asked if during the observation, did anyone pull into the driveway and back out? Pekarske stated no.

Committee members discussed various time frame limits, more police presence in the area, or bringing the speed trailer to the area. Pekarske indicated that this particular area would be difficult to enforce due to the area layout and volume of traffic. Wagner stated that he has talked numerous times with the resident that is having difficulty getting out of her driveway and feels that this is a safety issued for the four residents on W. Bridge Street, along with those who are trying to enter Bridge St. from 12th Avenue as well.

Wagner stated that he is an advocate of the study, however, the study is for the majority and common sense says that it is not safe for the few residents. He would like to try the signage and see it fail than not do anything at all. He understands this is not an easy solution.

Pekarske stated that the DOT safety engineers do not recommend a trial and error use of street signs because thousands of motorists pass through every day and motorists should not be looking for constant changing of signs.

Abitz asked ACA Alfonso if there are any liability issues with putting up the sign. Alfonso stated that the city is bound by MUTCD guidelines and Allen stated this was not in the MUTCD.

However, Alfonso reminded the committee members that anyone can sue the city at any time. Pekarske reminded the Committee of a situation in the Town of Rib Mountain which resulted in a law suit.

Motion made by Nutting, to install the “No Right Turn on Red” sign for the northbound 17th Avenue traffic at the W. Bridge Street intersection, second by Mielke. After further discussion, the motion was amended to install the “No Right Turn on Red” sign for the northbound 17th Avenue traffic at the W. Bridge Street intersection between 6AM and 6PM. No objections to the amendment, the Motion approved 5-0.

(3) Discussion item only: Parking concerns near 105 N 2nd Avenue and the surrounding N 2nd Ave and Elm Street area.

Discussion: Resident Candace Johnson stated that she operates an in-home daycare and her clients are not able to park near her home. She stated that Eastbay employees are parking along the streets starting at 7AM and lasting all day. Patrons of the Chatterbox and Sam’s Pizza also park on the street in this area, but those cars are not there all day.

Committee members discuss various solutions such as; limited 15 minute parking, limited 2 hour parking, alternate side of the street parking, and resident permit parking.

It was the City’s recommendation not to assign 15 minute parking to individual residential areas as this area is not an established business district and the house could be sold or the business terminated at any time.

Winter recommended putting this on the next agenda, recommending 2 hour parking in this area between 8AM to 6PM and contacting the Chatterbox, Sam’s Pizza, and other area businesses for their input.

(4) Discussion and possible action: Create and sign a 15-minute parking space in the 300 block of Garfield Avenue on the south side of the roadway in front of 311 Garfield Ave.

Discussion: Catholic Charities and the Warming Center are located near 311 Garfield Avenue. When Catholic Charities has meetings, they park in front of the residential homes and then there is no parking for the in-home daycare.

Discussion among Committee members to install a 15 minute parking sign in front of 311 Garfield Avenue’s walkway.

Pekarske stated that Allen said to use with caution, as with the previous item, the City does not recommend making an ordinance given the fact it is a private residence for a daycare, as the home could be sold and the business terminated at any time.

Motion by Winters to install 15 minute parking sign for one spot in front of 311 Garfield Avenue’s walkway Monday – Friday from 6AM to 6PM, second by Kellbach. Motion approved 5-0.

(5) Discussion and possible action: to amend W.M.C. 10.20.070 relating to handicapped stall designation at the corner of Jefferson Street and N 3rd Street to coincide with the two currently marked spaces.

Discussion: This is a housekeeping issue. This item was discovered when updating the location of handicap stalls in the downtown area. The three parking stalls located in this area were converted into two stalls; one stall became a van accessible area. However ordinance was never updated to reflect the change.

Motion by Winters to amend W.M.C. 10.20.070 relating to handicapped stall designation at the corner of Jefferson Street and N 3rd Street to coincide with the two currently marked spaces, second by Mielke. Motion approved 5-0.

(6) Discussion and possible action: to move the start time for the monthly meeting of the Parking and Traffic committee to 5:00 PM or 5:15 PM

Discussion: Kellbach requested the meeting start at 5:00 PM or 5:15 PM due to the county board meeting starting at 7:00 on the same night.

Motion by Winters to start the Parking & Traffic Committee meetings at 5:15PM, second by Kellbach. Motion approved 5-0.

(7) Future Agenda items.

Action on 2nd Avenue parking.

To be added to the agenda in Fall if 2014; observation of effects of the right turn prohibition on 17th Ave and W. Bridge Street.

Wagner stated that the Committee will be electing a new Chair and Vice Chair in the near future.

(8) Communication

Pekarske stated that the DOT will be starting construction on Grand Avenue from Kent St. to Townline Rd. Pekarske indicated that Grand Avenue will be down to one lane in each direction during the construction with some re-routing and detours of side streets. Pekarske asked for the Committee member's permission that he and Allen have the authority to handle all the parking issues during the construction, including but not limited to temporary parking, deliveries, and pickups. Committee members expressed support for this and also requested that city staff monitor the traffic on Prospect Avenue during the construction as well. Alfonso indicated that this should still be put on the next agenda for committee approval.

(9) Adjournment

Adjourn.

Motion by Winters, second by Kellbach to adjourn the meeting. Motion carried 5-0.
Meeting adjourned at 6:30 p.m.

Parking and Traffic Committee
Sherry Abitz, Chair

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

JOINT RESOLUTION OF THE CAPITAL IMPROVEMENTS AND STREET MAINTENANCE COMMITTEE AND PLAN COMMISSION

Approving Preliminary and Final Plat – Wausau River East Phase II Subdivision

Committee Action: CISM: Approved 3-2
Plan: Approved 4-0

Fiscal Impact: This development will add value to the City of Wausau tax base. The developer is responsible for installation costs of any needed infrastructure.

File Number: 16-0410

Date Introduced: August 25, 2020

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>Budget Source:</i>
	<i>One-time Costs:</i>	Yes <input type="checkbox"/>	No <input type="checkbox"/>	<i>Amount:</i>
	<i>Recurring Costs:</i>	Yes <input type="checkbox"/>	No <input type="checkbox"/>	<i>Amount:</i>
SOURCE	<i>Fee Financed:</i>	Yes <input type="checkbox"/>	No <input type="checkbox"/>	<i>Amount:</i>
	<i>Grant Financed:</i>	Yes <input type="checkbox"/>	No <input type="checkbox"/>	<i>Amount:</i>
	<i>Debt Financed:</i>	Yes <input type="checkbox"/>	No <input type="checkbox"/>	<i>Amount:</i> Annual Retirement
	<i>TID Financed:</i>	Yes <input type="checkbox"/>	No <input type="checkbox"/>	<i>Amount:</i>
	<i>TID Source: Increment Revenue <input type="checkbox"/> Debt <input type="checkbox"/> Funds on Hand <input type="checkbox"/> Interfund Loan <input type="checkbox"/></i>			

RESOLUTION

WHEREAS, your Capital Improvements and Street Maintenance Committee and Plan Commission have reviewed the preliminary and final plat of the Wausau River East Phase II Subdivision, located in the 1300 block of North 2nd Street, in the City of Wausau; and

WHEREAS, this subdivision plat will serve as the lot lines for the townhomes in this development, which Blenker Developments LLC intends to construct; and

WHEREAS, approval of this plat will enable the sale of 8 townhouse units; now therefore

BE IT RESOLVED by the Common Council of the City of Wausau that the preliminary and final plats of the Wausau River East Phase II Subdivision are hereby approved.

Approved:

Katie Rosenberg, Mayor

CAPITAL IMPROVEMENTS AND STREET MAINTENANCE COMMITTEE

Date of Meeting: August 13, 2020, at 5:15 p.m. in the Council Chambers of City Hall.

Members Present: Rasmussen, Larson, Neal, Wadinski, Ryan (arrived at 5:30 due to WebEx issues)

Also Present: Lindman, Wesolowski, Niksich, Alfonso; *By WebEx*: Buckner

Discussion and possible action on the preliminary plat and the final plat for Wausau River East Phase II Subdivision

Rasmussen indicated this is Phase II of the Blenker Townhomes. Ryan has concerns if this will be another big house on a small lot with a small yard. She does not feel they are attractive, look odd and have minimal parking. She has not heard anything good from a number of residents that live nearby. Rasmussen explained these are a mirror image of the townhomes on 3rd Street with garages to the rear. She had heard the properties are moving as fast as they can build them. Ryan understands there may be a solar tax credit that some investors like, but she has heard several people say they would never rent these. Rasmussen clarified that the solar tax units are on Thomas Street and this is regarding 2nd and Short Street.

Wadinski moved to approve the preliminary plat and the final plat for Wausau River East Phase II Subdivision. Seconded by Neal.

Ryan questioned the number of units. Wesolowski replied there will be eight units with zero lot lines. The back side goes into the alley, there is a courtyard, and the garages are off the alley. These would mirror the units on 3rd Street. Rasmussen added they have a covered roof that goes between the back door of the unit and the garage. The area in between is fenced and has river rock. There is minimal upkeep so the target market is people who do not want to take care of a lawn. Ryan stated people can have that in an apartment and the apartment owner has a yard for children. Per Rasmussen, it is the private sector's responsibility to make it succeed or fail; this is to approve the subdivision. Whether people want to buy them or not is up to the developer and their marketing.

Wadinski feels the diversity in the community with many different kinds of housing provides a great opportunity. Some people do not want a big yard. These are selling great and it is good for the tax base.

Larson feels the document is not complete as no financial information is provided. He asked if this is another situation where the City is giving land away. Rasmussen said Economic Development already made that decision last year; this is only for approval of the plat. CISM does not go down the road of revenue. Larson questioned who would pay for the razing of the buildings. Rasmussen indicated the properties have already been razed.

There being a motion and a second, motion to approve the preliminary plat and the final plat for Wausau River East Phase II Subdivision carried 3-2 with Larson and Ryan the dissenting votes.

PLAN COMMISSION

Time and Date: The Plan Commission met on Tuesday, July 21, 2020, at 5:00 p.m. in the Common Council Chambers of Wausau City Hall.

Members Present: Mayor Katie Rosenberg, Patrick Peckham, Tom Neal, Andrew Brueggeman

Others Present: Brad Lenz, Brad Sippel, William Hebert, Melissa Engen, Jason Blenker

In compliance with Chapter 19, Wisconsin Statutes, notice of this meeting was posted and transmitted to the *Wausau Daily Herald* in the proper manner.

Mayor Rosenberg called the meeting to order at approximately 5:00 p.m. noting that a quorum was present.

Discussion and possible action on the final plat for Wausau River East Phase II Subdivision.

Hebert said that this item is for the preliminary and final plat for the Blenker project. It is similar to the initial project. The houses have been built and the walls are on the property line. This is a formality for this commission.

Brueggeman motioned approve the final plat for Wausau River East Phase II Subdivision. Neal seconded.

Neal asked how the trash containers will be managed by these units. Hebert answered that garbage will be stored at the back of the property and will be brought to Short Street to be picked up. Jason Blenker confirmed this.

The motion carried unanimously 4-0. This item will go to Common Council on August 25, 2020.

AGENDA ITEM

Discussion and possible action on the preliminary plat and the final plat for Wausau River East Phase II Subdivision

BACKGROUND

Blenker Companies has submitted a plat for the attached subdivision of land located at the intersection on 2nd Street and Short Street. The plat will divide the land for the sale of the townhomes.

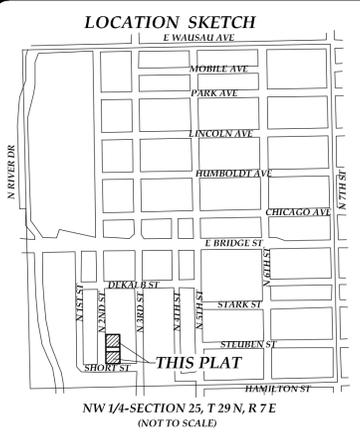
FISCAL IMPACT

The plat and sale of the townhomes will generate a larger tax base.

STAFF RECOMMENDATION

Staff recommends approval of the plat.

Staff contact: Allen Wesolowski 715-261-6762



WAUSAU RIVER EAST PHASE II

BEING ALL OF LOTS 3 AND 6, AND PART OF LOTS 4 AND 5 OF BLOCK 10 OF A. WARREN JR'S SECOND ADDITION, BEING LOCATED IN THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 25, TOWNSHIP 29 NORTH, RANGE 7 EAST, CITY OF WAUSAU, MARATHON COUNTY, WISCONSIN.

BASIS OF BEARINGS

THE NORTH LINE OF THE NORTHWEST 1/4 OF SECTION 25, T.29N, R.7E, AS REFERENCED TO THE MARATHON COUNTY COORDINATE SYSTEM, NAD83(2011), RECORDED TO BEAR S 88°53'35" W PER WAUSAU RIVER EAST PHASE I.

LEGEND

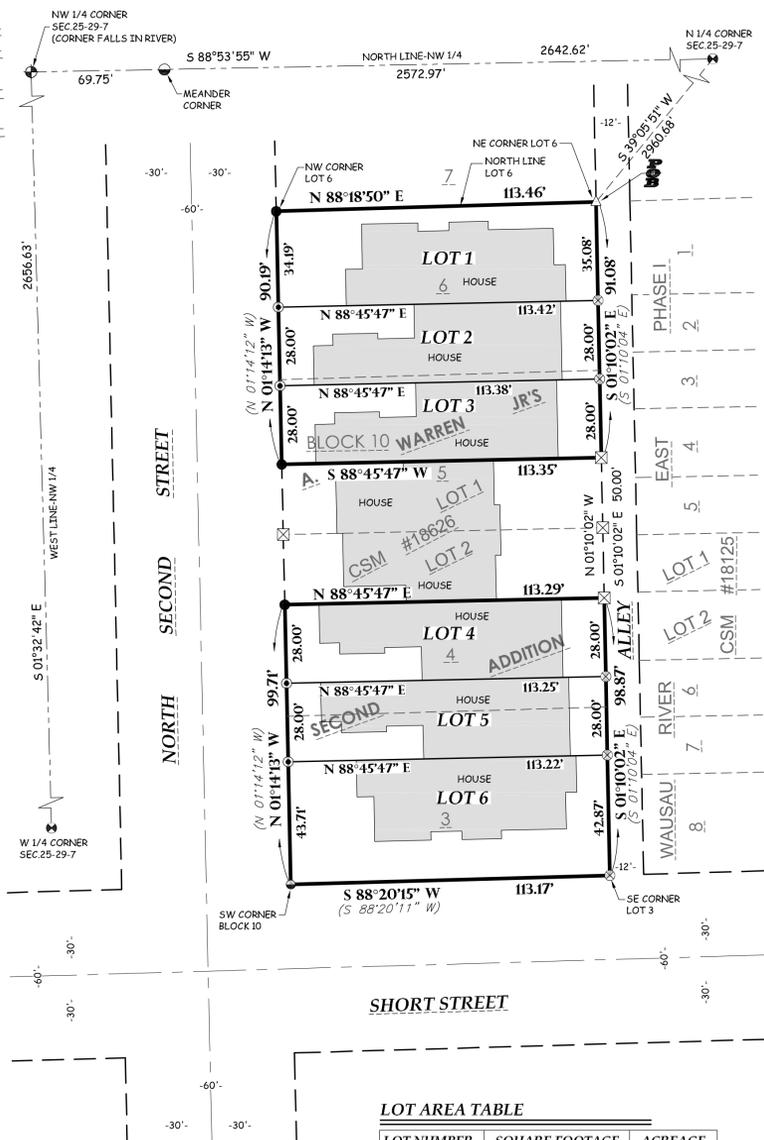
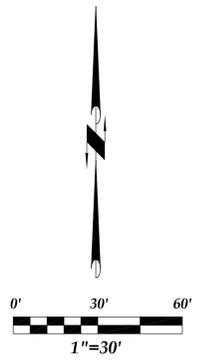
- 1-1/4" O.D. X 18" IRON REBAR SET WEIGHING 4.30 LBS/LIN. FT.
- ⊙ 3/4" O.D. X 18" IRON BAR SET WEIGHING 1.50 LBS/LIN. FT.
- ⊗ CHISELD "X" SET IN CONCRETE PAVEMENT AND CURBING
- ▲ MAG NAIL SET IN ASPHALT PAVEMENT
- 3/4" O.D. IRON BAR FOUND
- ⊗ CHISELD "X" FOUND
- ⊕ BERTSEN NAIL FOUND
- ⊕ COMPUTED CORNER - SEE DESCRIPTION
- () RECORDED AS

SURVEYORS NOTE

THE INTERNAL LOT LINES THROUGH THE BUILDINGS ARE DESIGNED TO SEPARATE THE TOWN HOMES BY RUNNING DOWN THE CENTER OF THE COMMON WALLS.

PROPERTY INFORMATION

- 1) THIS PLAT IS CONTAINED WHOLLY WITHIN THE FOLLOWING RECORDED INSTRUMENTS:
 - a) PARCEL NUMBERS 59-7335-010-006-00-00, 59-7335-010-005-00-00, 59-7335-010-004-00-00, 59-7335-010-003-01-00 AND 59-7335-010-003-00-00.
 - b) DOCUMENT NUMBERS 1789706 AND 1785326.
 - c) ALL OF LOTS 3 AND 6, AND PART OF LOTS 4 AND 5 OF BLOCK 10 OF A. WARREN JR'S SECOND ADDITION.



LOT AREA TABLE

LOT NUMBER	SQUARE FOOTAGE	ACREAGE
LOT 1	3,928 SQUARE FEET	0.090 ACRES
LOT 2	3,175 SQUARE FEET	0.073 ACRES
LOT 3	3,174 SQUARE FEET	0.073 ACRES
LOT 4	3,172 SQUARE FEET	0.073 ACRES
LOT 5	3,171 SQUARE FEET	0.073 ACRES
LOT 6	4,900 SQUARE FEET	0.112 ACRES

SURVEYOR'S CERTIFICATE

I, JORDAN G. BROST, PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY THAT I HAVE SURVEYED, DIVIDED AND MAPPED ALL OF LOTS 3 AND 6, AND PART OF LOTS 4 AND 5 OF BLOCK 10 OF A. WARREN JR'S SECOND ADDITION, AND BEING LOCATED IN THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 25, TOWNSHIP 29 NORTH, RANGE 7 EAST, CITY OF WAUSAU, MARATHON COUNTY, WISCONSIN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH 1/4 CORNER OF SECTION 25, TOWNSHIP 29 NORTH, RANGE 7 EAST;

THENCE S 39°51'51" W, 2966.68 FEET TO THE NORTHEAST CORNER OF LOT 6 OF BLOCK 10 OF A. WARREN JR'S SECOND ADDITION, SAID POINT BEING ON THE WEST LINE OF A 12' WIDE ALLEY AS PLATTED IN SAID BLOCK 10, AND BEING THE POINT OF BEGINNING (POB) OF THE PARCEL TO BE DESCRIBED;

THENCE S 01°10'02" E ALONG SAID WEST LINE OF 12' WIDE ALLEY, 91.08 FEET TO THE NORTHEAST CORNER OF LOT 1 OF CERTIFIED SURVEY MAP #18626;

THENCE S 01°10'02" E ALONG SAID WEST LINE OF 12' WIDE ALLEY, 50.00 FEET TO THE SOUTHEAST CORNER OF LOT 2 OF SAID CERTIFIED SURVEY MAP #18626;

THENCE S 01°10'02" E ALONG SAID WEST LINE OF 12' WIDE ALLEY, 98.87 FEET TO THE NORTH RIGHT-OF-WAY LINE OF SHORT STREET;

THENCE S 88°29'15" W ALONG SAID NORTH RIGHT-OF-WAY LINE OF SHORT STREET, 113.17 FEET TO THE EAST RIGHT-OF-WAY LINE OF NORTH SECOND STREET, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF SAID BLOCK 10;

THENCE N 01°14'13" W ALONG SAID EAST RIGHT-OF-WAY LINE OF NORTH SECOND STREET, 99.71 FEET TO THE SOUTHWEST CORNER OF LOT 2 OF SAID CERTIFIED SURVEY MAP #18626;

THENCE N 88°45'47" E ALONG THE SOUTH LINE OF SAID LOT 2, 113.29 FEET TO THE SOUTHEAST CORNER THEREOF AND THE WEST LINE OF 12' WIDE ALLEY;

THENCE N 01°10'02" W ALONG SAID WEST LINE OF 12' WIDE ALLEY, 50.00 FEET TO THE NORTHEAST CORNER OF LOT 1 OF CERTIFIED SURVEY MAP #18626;

THENCE S 88°45'47" W ALONG THE NORTH LINE OF SAID LOT 1, 113.35 FEET TO THE NORTHWEST CORNER OF SAID LOT 1, SAID POINT BEING ON THE EAST RIGHT-OF-WAY LINE OF NORTH SECOND STREET;

THENCE N 01°14'13" W ALONG SAID EAST RIGHT-OF-WAY LINE OF NORTH SECOND STREET, 90.19 FEET TO THE NORTHWEST CORNER OF LOT 6 OF BLOCK 10 OF A. WARREN JR'S SECOND ADDITION;

THENCE N 88°18'50" E ALONG THE NORTH LINE OF SAID LOT 6, 113.46 TO THE POINT OF BEGINNING (P.O.B.).

CONTAINING 21,520 SQUARE FEET - 0.494 ACRES

THAT I HAVE MADE SUCH SURVEY, LAND DIVISION AND PLAT BY THE DIRECTION OF BLENKER DEVELOPMENT, LLC.

THAT SUCH PLAT IS A CORRECT REPRESENTATION OF ALL EXTERIOR BOUNDARIES OF THE LAND SURVEYED AND THE SUBDIVISION THEREOF MADE.

THAT I HAVE FULLY COMPLIED WITH THE PROVISIONS OF CHAPTER 236 OF THE WISCONSIN STATUTES AND THE SUBDIVISION ORDINANCES OF THE CITY OF WAUSAU IN SURVEYING, DIVIDING AND MAPPING THE SAME.

DATED THIS _____ DAY OF _____, 2020.

JORDAN G. BROST, PLS #3009

COMMON COUNCIL RESOLUTION

RESOLVED, THAT THE PLAT OF "WAUSAU RIVER EAST PHASE II", LOCATED IN THE CITY OF WAUSAU, BLENKER DEVELOPMENT, LLC, OWNER, IS HEREBY APPROVED BY THE COMMON COUNCIL OF THE CITY OF WAUSAU.

KATIE ROSENBERG, CITY MAYOR _____ DATE _____

I HEREBY CERTIFY THAT THE FOREGOING IS A COPY OF A RESOLUTION ADOPTED BY THE COMMON COUNCIL OF THE CITY OF WAUSAU.

MARYANNE GROAT, FINANCE DIRECTOR _____ DATE _____

COUNTY TREASURER CERTIFICATE

I, _____, COUNTY TREASURER, DO HEREBY CERTIFY THAT THE RECORDS OF MY OFFICE SHOW NO UNREDEEMED TAX SALES AND NO UNPAID TAXES OR SPECIAL ASSESSMENTS AS OF THE _____ DAY OF _____, 2020, AFFECTING THE PLAT OF "WAUSAU RIVER EAST PHASE II".

COUNTY TREASURER _____ DATE _____

CITY TREASURER CERTIFICATE

I, _____, CITY TREASURER, DO HEREBY CERTIFY THAT THE RECORDS OF MY OFFICE SHOW NO UNREDEEMED TAX SALES AND NO UNPAID TAXES OR SPECIAL ASSESSMENTS AS OF THE _____ DAY OF _____, 2020, AFFECTING THE PLAT OF "WAUSAU RIVER EAST PHASE II".

CITY TREASURER _____ DATE _____

CONSENT OF CORPORATE MORTGAGEE

ASSOCIATED BANK NATIONAL ASSOCIATION, A BANKING ASSOCIATION DULY ORGANIZED AND EXISTING UNDER AND BY VIRTUE OF THE LAWS OF THE UNITED STATES, MORTGAGEE OF THE ABOVE DESCRIBED LAND, DOES HEREBY CONSENT TO THE SURVEYING, DIVIDING, MAPPING AND DEDICATING OF THE LAND DESCRIBED ON THIS PLAT, AND DOES HEREBY CONSENT TO THE ABOVE CERTIFICATE OF BLENKER DEVELOPMENTS, LLC, OWNER.

IN WITNESS WHEREOF, THE SAID ASSOCIATED BANK NATIONAL ASSOCIATION HAS CAUSED THESE PRESENTS TO BE SIGNED BY CHAD J. CURTIS, ITS COMMUNITY BANK PRESIDENT, AT MARSHFIELD, WISCONSIN THIS _____ DAY OF _____, 2020.

IN THE PRESENCE OF:

CHAD J. CURTIS, COMMUNITY BANK PRESIDENT _____ DATE _____

STATE OF WISCONSIN
MARATHON COUNTY) SS

PERSONALLY CAME BEFORE ME THIS _____ DAY OF _____, 2020, CHAD J. CURTIS, COMMUNITY BANK PRESIDENT OF THE ABOVE NAMED ASSOCIATION, TO ME KNOWN TO BE THE PERSON WHO EXECUTED THE FOREGOING INSTRUMENT, AND TO ME KNOWN TO BE SUCH COMMUNITY BANK PRESIDENT OF SAID ASSOCIATION, AND ACKNOWLEDGED THAT HE EXECUTED THE FOREGOING INSTRUMENT AS SUCH OFFICER AS THE DEED OF SAID ASSOCIATION, BY ITS AUTHORITY.

NOTARY PUBLIC _____, WISCONSIN.

MY COMMISSION EXPIRES _____.

CORPORATE OWNERS CERTIFICATE

BLENKER DEVELOPMENTS, LLC, A CORPORATION DULY ORGANIZED AND EXISTING UNDER AND BY VIRTUE OF THE LAWS OF THE STATE OF WISCONSIN, AS OWNER, DOES HEREBY CERTIFY THAT SAID CORPORATION CAUSED THE LAND DESCRIBED ON THIS PLAT TO BE SURVEYED, DIVIDED, MAPPED AND DEDICATED AS REPRESENTED ON THIS PLAT.

BLENKER DEVELOPMENTS, LLC, DOES FURTHER CERTIFY THAT THIS PLAT IS REQUIRED BY S.236.10 OR S.236.12 OF WISCONSIN STATUTES, TO BE SUBMITTED TO THE FOLLOWING FOR APPROVAL OR OBJECTION:

OBJECTING AUTHORITY _____ APPROVING AUTHORITY _____
DEPARTMENT OF ADMINISTRATION CITY OF WAUSAU

IN WITNESS WHEREOF, THE SAID BLENKER DEVELOPMENTS, LLC, HAS CAUSED THESE PRESENTS TO BE SIGNED BY JASON BLENKER, OWNER, AT BLENKER DEVELOPMENTS, LLC, WISCONSIN AND ITS CORPORATE SEAL TO BE HEREUNTO ATTIXED ON THIS _____ DAY OF _____, 2020.

IN THE PRESENCE OF:

JASON BLENKER, OWNER _____ DATE _____

STATE OF WISCONSIN
MARATHON COUNTY) SS

PERSONALLY CAME BEFORE ME THIS _____ DAY OF _____, 2020, JASON BLENKER, OWNER OF THE ABOVE NAMED CORPORATION, TO ME KNOWN TO BE THE PERSONS WHO EXECUTED THE FOREGOING INSTRUMENT, AND TO ME KNOWN AS SUCH OWNER OF SAID CORPORATION, AND ACKNOWLEDGED THAT THEY EXECUTED THE FOREGOING INSTRUMENT AS SUCH OFFICERS AS THE DEED OF SAID CORPORATION, BY ITS AUTHORITY.

NOTARY PUBLIC _____, WISCONSIN.

MY COMMISSION EXPIRES _____.

There are no objections to this plat with respect to Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2), Wis. Stats. as provided by s. 236.12, Wis. Stats.

Certified _____, 20____

Department of Administration

REVISIONS

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

RESOLUTION OF THE FINANCE COMMITTEE

Approving the 2020 budget modification for local share of funding of Assistance to Firefighters Grant Automated CPR Devices

Committee Action: Approved 5-0

Fiscal Impact: \$4,800

File Number: 19-1109

Date Introduced: August 25, 2020

FISCAL IMPACT SUMMARY

COSTS	<i>Budget Neutral</i>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
	<i>Included in Budget:</i>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<i>Budget Source: Grant and budget transfer</i>
	<i>One-time Costs:</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<i>Amount: \$48,000</i>
	<i>Recurring Costs:</i>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<i>Amount:</i>
SOURCE	<i>Fee Financed:</i>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<i>Amount:</i>
	<i>Grant Financed:</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<i>Amount: \$43,200</i>
	<i>Debt Financed:</i>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<i>Amount</i> <i>Annual Retirement</i>
	<i>TID Financed:</i>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<i>Amount:</i>
	<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"/>		

WHEREAS, the Fire Department secured a grant to fund 90% for the replacement of obsolete CPR devices; and

WHEREAS, your Finance Committee supports the grant award and approves funding the shortfall through vacant positions within the department and and recommends a budget modification as follows:

Transfer From 110-54091110 Salaries	\$4,800
Transfer To 150-237598436 Fire Equipment	\$4,800

NOW, THEREFORE, BE IT RESOLVED, that the proper city officials modify the budget as presented above and publish the budget modification in the official city newspaper.

Approved:

Katie Rosenberg, Mayor

FINANCE COMMITTEE

Date and Time: Wednesday, August 12, 2020 @ 5:16 pm., Council Chambers

Members Present Rasmussen, Martens, Herbst, Watson, and Ryan (via WebEx)

Others Present: Groat, Rosenberg, Kremer, Lindman, Jacobson, Chmiel, Barnes, Hebert, Miller, David Wilkins – Jerry's Towing

Discussion and possible action regarding budget modification for local share funding of Assistance to Firefighters Grant Automated CPR Devices

Rasmussen explained the Fire Department has been awarded a grant to replace their automatic CPR devices that do chest compressions and have an approximate eight year lifespan. The grant is coming in at 90% and only requires fund sharing of 10% from the City. Groat recommended the 10% be funded out of the salary savings from when there were three firefighter vacancies.

Motion by Ryan, second by Herbst to approve the budget modification to fund the local share for automated CPR devices. Motion carried 5-0.

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

RESOLUTION OF THE FINANCE COMMITTEE

Approving the refund of rent and fuel flow to Wausau Flying Service during the Safer At Home

Committee Action: Approved 5-0

Fiscal Impact: \$4,450

File Number: 20-0412

Date Introduced: August 25, 2020

FISCAL IMPACT SUMMARY

COSTS	<i>Budget Neutral</i>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
	<i>Included in Budget:</i>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<i>Budget Source:</i>
	<i>One-time Costs:</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<i>Amount: \$4,450</i>
	<i>Recurring Costs:</i>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<i>Amount:</i>
SOURCE	<i>Fee Financed:</i>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<i>Amount:</i>
	<i>Grant Financed:</i>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<i>Amount:</i>
	<i>Debt Financed:</i>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<i>Amount</i> <i>Annual Retirement</i>
	<i>TID Financed:</i>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<i>Amount:</i>
	<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"/>		

WHEREAS, Wausau Flying Service operations were negatively impacted by the COVID Safer At Home restrictions; and

WHEREAS, your Finance Committee has reviewed and supports the refund of rent and fuel flow to Wausau Flying Service during the Safer At Home period equal to \$4,450.

NOW, THEREFORE, BE IT RESOLVED, that the proper city officials are hereby authorized and directed to issue a one time refund of \$4,450 to Wausau Flying Service, Inc. to offset financial hardships that occurred during the Safer At Home period.

Approved:

Katie Rosenberg, Mayor

FINANCE COMMITTEE

Date and Time: Wednesday, August 12, 2020 @ 5:16 pm., Council Chambers

Members Present Rasmussen, Martens, Herbst, Watson, and Ryan (via WebEx)

Others Present: Groat, Rosenberg, Kremer, Lindman, Jacobson, Chmiel, Barnes, Hebert, Miller, David Wilkins – Jerry's Towing

Discussion and possible action regarding rent adjustment to Wausau Flying Service due to the COVID safer at home closure

Rasmussen stated during the safer at home order flight activity at the airport was dramatically reduced and Airport Manager John Chmiel is seeking some relief on rent and fuel flow payments during that time. She noted the total is \$4,400.

Motion by Martens, Second by Ryan to approve the adjustment to Wausau Flying Service. Motion carried 5-0.

Airport Manager Memo 08/03/2020

Re: Wausau Flying Service request for City to refund Wausau Flying Service rent and fuel flow fees during the Wisconsin Stay At Home Order.

The request in May by Wausau Flying Service to use CARES funding for "building rental re-embursement and fuel flow" has been denied by the Federal Government. Wausau Downtown Airport is still receiving \$30,000 from the federal government. The CARES funding will still be used for "operational needs and development project opportunities". This federal policy change has increased Wausau Flying Service, Inc. financial burden during WSHO.

Wausau Flying Service (WFS) experienced a dramatic downturn in business during Wisconsin's "Stay at Home" order. WFS cut staffing to three employees during the Wisconsin Stay at Home Order (WSHO) which lasted from March 13th through May 13th. During WSHO all our full-time employees were fully compensated while staying at home. Because there were so many applications for PPP money in the first round, WFS did not initially receive financial relief. Unfortunately the federal PPP money could not be used to reimburse WFS for the money it continued to pay full-time employees to stay at home prior to receiving the PPP in the second round. WFS did receive federal PPP money to help with payroll in the second round. Although it helped relieve our financial burden, PPP income does not make up for the loss of revenue to compensate for operational expenditures.

WFS did not perform flight instruction and aircraft rental since March 13th through May. Fuel revenue was down 62% for the month of April. Year-to-date fuel flow volume decreased from being up 14% for 2020 in March, to being down 25% through most of July. Our pilot service business is operating at 60% capacity.

All summer big revenue events are canceled for 2020 including the Balloon Rally, AirVenture, AirVenture Cup Race, the National Ercoupe Convention, Hamburger Night, and all area fly-ins and airshows. The revenue shortfall has been difficult to say the least and is likely to last through 2020. Our company does 75% of it's business from June through September.

To assist with expense relief, Wausau Flying Service is requesting forgiveness for rent and fuel flow fees. CARES money will pay for utilities (electric, gas, water), and for the duration of the WSHO effective period from March 16th through May 13th. Included in this memo is documentation of our share of these bills to the City. Below is the amount requested from the City for rent and fuel flow fees:

The "Stay at Home" order was in effect March 16 - May 13

March 16-30

Rent: \$592.48

Fuel Flow: 6596.03 gallons X .12 = \$791.40

April

Rent: \$1147.81

Fuel Flow: \$755.52

May 1-13

Rent: \$481.39

Fuel Flow: 5679.05 gallons X .12 = \$681.40

total request reimbursement request: \$4450.00

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

RESOLUTION OF THE HUMAN RESOURCES COMMITTEE	
Approving Transit Utility Worker Staffing Levels Increase from 1 FTE to 2 FTE.	
Committee Action: Approved 5-0	
Fiscal Impact: None	
File Number: 20-0820	Date Introduced: August 25, 2020

FISCAL IMPACT SUMMARY			
COSTS	<i>Budget Neutral</i>	Yes <input type="checkbox"/> No <input type="checkbox"/>	
	<i>Included in Budget:</i>	Yes <input type="checkbox"/> No <input type="checkbox"/>	<i>Budget Source:</i>
	<i>One-time Costs:</i>	Yes <input type="checkbox"/> No <input type="checkbox"/>	<i>Amount:</i>
	<i>Recurring Costs:</i>	Yes <input type="checkbox"/> No <input type="checkbox"/>	<i>Amount:</i>
SOURCE	<i>Fee Financed:</i>	Yes <input type="checkbox"/> No <input type="checkbox"/>	<i>Amount:</i>
	<i>Grant Financed:</i>	Yes <input type="checkbox"/> No <input type="checkbox"/>	<i>Amount:</i>
	<i>Debt Financed:</i>	Yes <input type="checkbox"/> No <input type="checkbox"/>	<i>Amount</i> <i>Annual Retirement</i>
	<i>TID Financed:</i>	Yes <input type="checkbox"/> No <input type="checkbox"/>	<i>Amount:</i>
	<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, the Metro Ride Utility Worker position performs janitorial tasks for a fleet of 26 buses, 6 bus shelters, the Transit Center, and the Maintenance and Operations building; and

WHEREAS, the COVID-19 pandemic has caused the department to reevaluate the resources dedicated to cleaning and disinfecting vehicles; and

WHEREAS, an additional FTE is necessary to maintain proper cleaning and disinfecting protocols; and

WHEREAS, CARES Act funds will cover the cost of this position without additional investment by the City of Wausau for 2020, 2021 and possibly 2022; now, therefore

BE IT RESOLVED, by the Common Council of the City of Wausau to increase Metro Ride Utility Worker staffing levels from 1FTE to 2 FTE.

Approved:

Katie Rosenberg, Mayor

DRAFT

**CITY OF WAUSAU HUMAN RESOURCES COMMITTEE
MINUTES OF OPEN SESSION**

DATE/TIME: July 13, 2020 at 4:30 p.m.
LOCATION: City Hall (407 Grant Street) – Council Chambers
MEMBERS PRESENT: Dawn Herbst, Lou Larson, Michael Martens, Becky McElhaney, James Wadinski
MEMBERS ABSENT:
Also Present: Mayor Rosenberg, T. Vanderboom

Discussion of Amalgamated Transit Union Grievance, per Step 3 Grievance Procedure of the Collective Bargaining Agreement.

Vanderboom indicated that members of the union were present. Troy Hanson, president of the local Wausau Amalgamated Transit Union introduced himself and said that he was representing Nick Olson, who was formally discharged on April 22, 2020 for a violation of the electron device policy that Metro Ride has. Hanson said they are not there to grieve the offense, as Nick admitted to violating the policy, but rather the varying of the discipline and that it might be a bit extreme for what he did. Hanson said the union would agree to a lesser level of discipline for Nick. Olson spoke his defense to the Committee.

Closed Session pursuant 19.85(1)(c) Considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility, and 19.85(1)(f) considering financial, medical, social or personal histories or disciplinary data of specific persons, preliminary consideration or specific personnel problems or the investigation or charges against specific persons were par. (b) applies which, if discussed in public, would be likely to have a substantial adverse effect upon the reputation of any person referred to in such histories, or date, or involved in such programs or investigations for the purpose of considering ATU Local 1168 union grievance regarding an employee termination.

Motion by Martens to go into Closed Session pursuant 19.85(1)(c) Considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility, and 19.85(1)(f) considering financial, medical, social or personal histories or disciplinary data of specific persons, preliminary consideration or specific personnel problems or the investigation or charges against specific persons were par. (b) applies which, if discussed in public, would be likely to have a substantial adverse effect upon the reputation of any person referred to in such histories, or date, or involved in such programs or investigations for the purpose of considering ATU Local 1168 union grievance regarding an employee termination. Second by Wadinski. Roll call of members present was taken to include Herbst, Larson, Martens, Wadinski, and McElhaney.

The Human Resources Committee went into Closed Session.

Reconvene into Open Session, and Possible Action on Closed Session Item #10 Consideration of ATU Local 1168 union grievance regarding an employee termination.

Motion by Wadinski to uphold the termination. Second by Herbst. Roll call vote: Wadinski, aye. Martens, aye. Larson, aye. Herbst, aye. McElhaney, aye. Motion passed 5-0.

Memo from Greg Seubert, Transit Director

The Metro Ride Utility Worker performs janitorial tasks for a fleet of 26 buses, 6 bus shelters, our maintenance and operations building, and our Transit Center facility. Tasks performed include cleaning, mowing, snow removal, vehicle fueling, facility maintenance, and incidental vehicle operations.

Metro Ride has just one Utility Worker currently. Despite our efforts to prioritize workload and transfer some shelter maintenance responsibility to property owners, one person cannot adequately perform all of the necessary tasks required of the position. Cleanliness of our vehicles and facilities is inadequate generally, but particularly so during winter months or when the sole Utility Worker is absent.

The COVID-19 pandemic has caused us to reevaluate the resources we dedicate, not just to cleaning, but also to disinfecting our vehicles and facilities. Our conclusion is that a single Utility Worker is entirely insufficient to maintain proper cleaning and disinfection protocols under normal circumstances and a health risk when battling the flu or more serious contagions like COVID-19.

I respectfully request that the Human Resources committee consider the creation of the second Utility Worker position for Metro Ride. Although this position was not included in the 2020 budget, CARES Act funds will cover the cost of this position without any additional investment by the City of Wausau for 2020, 2021 and possibly 2022.

Thank you for your consideration.

Human Resource Committee Packet

August 10, 2020

Agenda Item
Discussion and Possible Action Increasing Transit Utility Worker Staff Levels
Background
<p>MetroRide has long wished to increase the level of Transit Utility Worker employees, but has been held back by difficult fiscal realities. During the COVID-19 pandemic, part time bus operators have been performing cleaning duties vital to the safety of employees and the public. However, as schools reopen those workers will be returning to driving duties.</p> <p>The memorandum from Transit Director Greg Seubert, attached, explains his reasons for requesting an increase in the number of Transit Utility Workers from 1 FTE to 2 FTE.</p>
Fiscal Impact
Grant funded
Staff Recommendation
Increase the staffing level of Transit Utility Workers from 1 FTE to 2 FTE.
Staff contact: Toni Vanderboom (715-261-6634) and Greg Seubert (715-261-6526)

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

RESOLUTION OF THE FINANCE COMMITTEE	
Approving the issuance of a Towing Service Request for Proposal.	
Committee Action:	Approved 5-0
Fiscal Impact:	None
File Number:	20-0822
Date Introduced:	August 25, 2020

FISCAL IMPACT SUMMARY			
COSTS	<i>Budget Neutral</i>	Yes <input type="checkbox"/> No <input type="checkbox"/>	Unknown
	<i>Included in Budget:</i>	Yes <input type="checkbox"/> No <input type="checkbox"/>	Unknown
	<i>One-time Costs:</i>	Yes <input type="checkbox"/> No <input type="checkbox"/>	Unknown
	<i>Recurring Costs:</i>	Yes <input type="checkbox"/> No <input type="checkbox"/>	Unknown
SOURCE	<i>Fee Financed:</i>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<i>Amount:</i>
	<i>Grant Financed:</i>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<i>Amount:</i>
	<i>Debt Financed:</i>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<i>Amount</i> <i>Annual Retirement</i>
	<i>TID Financed:</i>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<i>Amount:</i>
	<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, the City of Wausau has never had a formal agreement with any towing company to assist the City with non-consensual/no-preference tows, evidence tows, and City owned vehicles; and

WHEREAS, the City is looking to enter into six separate agreements, with a primary and secondary towing company for each type of tow listed above; and

WHEREAS, the City will evaluate the responses and choose the primary and secondary towing company for the type of tow the response is applicable to by considering the towing companies' location, towing charges, storage charges, response time, equipment, clean up quality, storage yard, and insurance; and

WHEREAS, these agreements will last for a duration of one year, with then a new RFP being sent out, to allow other towing companies the chance to be awarded with one or more of these agreements; and

WHEREAS, the City of Wausau will only pay the towing company for tows of City owned vehicles whereas the tow company will be reimbursed for non-consensual/no-preference and/or abandoned vehicle tows by either the owner of the vehicle or by auctioning the vehicle off, with any remaining proceeds being returned to the City to put into the General Fund; and

WHEREAS, your Finance Committee, on August 12, 2020, discussed and recommended issuance of the attached, or a substantially similar, Request for Proposals for Towing Services, which is attached to this Resolution as Exhibit 1.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Wausau that the proper city officials are hereby authorized and directed to take steps, to issue the Request for Proposal for Towing Services substantially in the form of that which is attached hereto; and

BE IT FURTHER RESOLVED that the proper city officials are authorized to evaluate the responses and recommend for further approval of entering into six separate agreements.

Approved:

Katie Rosenberg, Mayor

FINANCE COMMITTEE

Date and Time: Wednesday, August 12, 2020 @ 5:16 pm., Council Chambers

Members Present Rasmussen, Martens, Herbst, Watson, and Ryan (via WebEx)

Others Present: Groat, Rosenberg, Kremer, Lindman, Jacobson, Chmiel, Barnes, Hebert, Miller, David Wilkins – Jerry's Towing

Discussion and possible action on issuing a Request for Proposals for towing services

Rasmussen stated the City of Wausau has not had a designated towing company in the past, instead the City worked off of a call list.

Attorney Nathan Miller explained the RFP is being done in order to provide a standard price to the vehicle owner of what they can expect to pay for services. He introduced David Wilkins, owner of Jerry's Towing which also has a large holding company called the Midwest Star Group. It is a 60 year old family towing company that was originated in River Falls. Wilkins commented there is a local sector of towing expectations and there is a national standard. He commented Jerry's Towing has worked very hard over the 60 years to set that bar of service based on accountability and the liability with our working partners with the city. He feels an RFP process may eliminate smaller companies that are not able to implement the national standards of the industry due to the financial burden that imposes.

Rasmussen felt an RFP process is the fairest way to vet a towing company. She pointed out the Board of Public Works, which reviews the proposals, has the option to bring firms in to interview them. The question being discussed this evening is whether the committee wants to move ahead with an RFP for a towing company.

Discussion followed.

Deputy Chief Barnes strongly encouraged the committee to approve this RFP process. He explained this is not to establish who will tow from regular car crashes; this is to establish who will tow on behalf of the city when we make a decision to tow a vehicle, whether it is an abandoned vehicle or a tow for evidentiary purposes. He indicated the department has had numerous tow companies over the years very frustrated with how those decisions are made. Within the industry there have been allegations of cutthroat activities between the different companies under cutting and showing up in front of other companies. The Police Department has had to deal with that and this RFP allows us to have exactly who we are going to call; the expectations of the Police Department are set as part of contract; what cleanup will occur at the location; insurance exists, and knowledge of the cost of impounding.

Martens questioned why only towing companies within the corporate limits of the city were eligible to submit a proposal. There are tow companies in the Town of Maine, Rib Mountain and Schofield which is in close proximity. Barnes responded there are numerous towing companies that operate within the City of Wausau and historically their response times are much closer than companies from outside the city. He also felt there is value in doing business with people that pay property taxes in the city.

Motion by Herbst, second by Watson to approve issuing an RFP for towing services. Motion carried 5-0.



Office of the City Attorney

TEL: (715) 261-6590

FAX: (715) 261-6808

Anne L. Jacobson
City Attorney

Tara G. Alfonso
Assistant City Attorney

Nathan Miller
Assistant City Attorney

Comments on Requests for Proposals for Towing Services.

- The City of Wausau has never had a formal agreement with any tow company. From time to time, the City has needed the following types of tows:
 - Non-consensual/no-preference tows – When the owner of the vehicle cannot be located and/or does not choose which tow company to use to tow the vehicle
 - Evidence tows – When a vehicle that needs to be towed is considered evidence
 - City owned vehicle tows – When a vehicle, owned by the City, needs to be towed
- The City suggests entering into a Towing Services Agreement to reasonably ensure that the lowest cost, fastest response, and highest quality towing services and storage are being obtained.
- The City is suggesting an agreement with a primary and secondary tow company for each type of tow listed above. In other words, a total of six (6) agreements will be established. One tow company may be awarded more than one agreement.
- This agreement is not applicable for any other type of tow not described above.
- Only towing companies within the corporate limits of Wausau are eligible to submit a proposal.
- The City would be responsible for all charges for towing and storage of City owned vehicles. Charges for vehicles that are towed and stored by order of the City, but which are not owned by the City, are the responsibility of the owner of such vehicles. The City would not be responsible for towing or storage charges for non-City owned vehicles that are being held by the police department for evidentiary purposes.
- If an abandoned vehicle's owner cannot be located, the towing company will follow Wis. Stat. § 342.40 and ultimately sell the car. Those proceeds would go to the towing company to pay for any charges incurred for towing and storage. Any additional amount would go back to the City and be put into the General Fund.

REQUEST FOR PROPOSALS

Towing Companies for the City of Wausau/Wausau Police Department

In Wausau, WI

INTRODUCTION

The City of Wausau is requesting proposals from tow companies within the City of Wausau to assist the Wausau Police Department when they are confronted with a need to tow a vehicle. This will be a one year contract, and will begin on the day the contract is executed by all parties. There are three types of tows that the City is requesting separate proposals from the tow companies. These tows are:

- Non-consensual/no-preference tows – When the owner of the vehicle cannot be located and/or does not choose which tow company to use to tow the vehicle
- Evidence tows – When a vehicle that needs to be towed is considered evidence
- City owned vehicle tows – When a vehicle, owned by the City, needs to be towed

One proposal will be selected for each type of tow. One tow company may be awarded more than one contract, if they meet the requirements. The company chose will be considered the primary contact. However, the City will also be selecting a secondary company to fulfill the obligations of the primary company if the primary company is unable to timely accommodate a request to tow.

SELECTION

Tow companies within the City of Wausau and up to five miles outside the corporate limits of the City, subject to the Response Time indicated below, are asked to submit concise, separate proposals in response to the information requested below. The proposals should be prepared on standard-sized paper. The amount of stock advertising included with the proposals should be limited.

Regardless of the type of tow that the proposal is for, the proposal will be reviewed by city staff and the Wausau Police Department based on the following criteria:

Charges – The fees, for both the actual tow and storage fees, being proposed are appropriate and competitive with other tow companies

- A. Payment for towing services will be in accord with the prices submitted to this RFP and later incorporated into a subsequent contract. The Tow Company shall accept credit card payment for services rendered. Tow Company shall not receive payment if the request for tow is cancelled before Tow Company has arrived at the scene.
- B. The prices as submitted to this RFP and later incorporated into a subsequent contract shall remain firm throughout the term of the contract. Requests for price adjustments need to be submitted in writing to the City and shall not exceed the increase or

decrease in the U.S. Department of Labor, Bureau of Labor Statistics Consumer Price Index (CPI) for the Midwest Region, All Items Index for the preceding year.

Equipment – The Company needs to have the following minimum requirements:

- a. At least two towing vehicles capable of loading and unloading cars, trucks, and other equipment in a manner consistent with the manufacturer's recommendation to prevent damages. This includes dolly service if required.
 - i. e.g., tow truck with a manufacturer's rated gross vehicle weight rating of ten thousand (10,000) pounds or more, dual wheel chassis.
- b. Towing vehicle(s) must be equipped with a winch or some other device that vehicle to be towed can be removed from a ditch or some other location from which direct towing is impossible.
 - i. e.g., wrecker boom and winch rated at four tons or more.
- c. Tow trucks must be equipped with a wheel lift capacity, two-way radio or telephone communication, broom, pan and scoop shovel, receptacle for debris, minimum 10 pound dry powder fire extinguisher, motorcycle belt, steering wheel holder, oil dry, and other necessary equipment.
- d. All equipment used to fulfill this contract shall be kept in good repair and maintained to operate safely. Towing equipment shall meet all requirements of Wisconsin Department of Transportation and the Department of Motor Vehicles.

Response time – Be able to respond to a call for towing services within twenty (20) minutes upon receipt of the call. Thirty (30) minutes during inclement weather. Requests for towing squad cars, fire cars, Public Works Department pickup trucks and all City owned vehicles must be given preference.

Clean Up – Tow truck operator shall not leave the scene until all debris, oils, and radiator fluids (including all absorbent material) have been properly removed from the scene. The process for removal and disposal of debris must be in accordance with all environmental laws and regulations. The Tow Company shall not be required to clean up large spill of liquids or solid materials that require lengthy clean up operations or specialized equipment for removal.

Company Business Hours – The Company must be available 24 hours a day, 7 days a week.

Storage Yard – The Company must own a storage yard that is in compliance with all state laws and regulations and that is staffed during normal business hours.

Insurance – The following insurance limits are required:

- A. Commercial General Liability coverage at least as broad as Insurance Services Office Commercial General Liability Form, including coverage for Products Liability, Completed Operations, Contractual Liability, and Explosion, Collapse, Underground coverage with the following minimum limits and coverage:

1.	Each Occurrence limit	\$1,000,000
2.	Personal and Advertising Injury limit	\$1,000,000
3.	General aggregate limit (other than Products–Completed Operations) per project	\$2,000,000
4.	Products–Completed Operations aggregate	\$2,000,000
5.	Fire Damage limit — any one fire	\$50,000
6.	Medical Expense limit — any one person	\$5,000
7.	Products – Completed Operations coverage must be carried for two years after acceptance of completed work	

- B. Automobile Liability coverage at least as broad as Insurance Services Office Business Automobile Form, with minimum limits of \$1,000,000 combined single limit per accident for Bodily Injury and Property Damage, provided on a Symbol #1– “Any Auto” basis.
- C. Workers’ Compensation as required by the State of Wisconsin, and Employers Liability insurance with sufficient limits to meet underlying Umbrella Liability insurance requirements. If applicable for the work coverage must include Maritime (Jones Act) or Longshore & Harbor Workers Compensation Act coverage.
- D. Umbrella Liability providing coverage at least as broad as the underlying Commercial General Liability, Automobile Liability and Employers Liability, with a minimum limit of \$2,000,000 each occurrence and \$2,000,000 aggregate, and a maximum self-insured retention of \$10,000. The umbrella must be primary and non-contributory to any insurance or self-insurance carried by City of Wausau
- E. Service Provider’s Equipment or Property – The Service Provider is responsible for loss and coverage for these exposures. City of Wausau will not assume responsibility for loss, including loss of use, for damage to property, materials, tools, equipment, and items of a similar nature which are being either used in the work being performed by the Service Provider or are to be built, installed, or erected by the Service Provider. This includes but not limited to property owned, leased, rented, borrowed, or otherwise in the care, custody or control of the Service Provider.
- F. Garage Keepers Liability - \$50,000 per vehicle or \$500,000 per occurrence.
- F. Also, see additional requirements below.

ADDITIONAL REQUIREMENTS

- A. Primary and Non-contributory requirement – all insurance must be primary and non-contributory to any insurance or self-insurance carried by City of Wausau
- B. Acceptability of Insurers – Insurance is to be placed with insurers who have an *A.M. Best* rating of no less than A- and a Financial Size Category of no less than Class VII, and who are authorized as an admitted insurance company in the state of Wisconsin.
- C. Additional Insured Requirements – The following must be named as **additional insureds** on all Liability Policies for liability arising out of service work – City of

Wausau, and its officers, council members, agents, employees and authorized volunteers. On the Commercial General Liability Policy, the additional insured coverage must be ISO form CG 20 26 07 04 and also include Products – Completed Operations additional insured coverage per ISO form CG 20 37 07 04 or their equivalents for a minimum of 2 years after acceptance of work. This does not apply to Workers Compensation Policies.

- D. Waivers of Subrogation in favor of City of Wausau must be endorsed onto the service provider's Worker's Compensation, Commercial General Liability, Automobile Liability, Umbrella Liability coverage, and Property/Equipment coverages.
- E. Deductibles and Self-Insured Retentions – Any deductible or self-insured retention must be declared to the City of Wausau.
- F. Evidences of Insurance – Prior to execution of the agreement, the Service Provider shall file with the City of Wausau a certificate of insurance (Acord Form or equivalent for all coverages) signed by the insurer's representative evidencing the coverage required by this agreement. In addition form CG 20 10 07 04 for ongoing work exposure and form CG 20 37 07 04 for products-completed operations exposure must also be provided or its equivalent on the Commercial General Liability coverage.

PROPOSAL REQUIREMENTS

Please submit proposals by _____ with a dated cover letter and the signature block on the last page of this RFP to:

**Wausau Police Department
ATTN: Matthew Barnes
515 Grand Avenue
Wausau, WI 54403**

Emailed electronic versions of the proposals will also be accepted at:
(Matthew.Barnes@ci.wausau.wi.us)

Please include the following information with your proposal, specifying which type of tow the proposal is for:

1. Company name, address, phone number, and primary contact
2. Names, titles, and responsibilities of the individuals from your company that will be involved in each tow and storage
3. Background experience, operator credentials, and equipment inventory
4. A detailed description of existing or proposed storage facilities, security, and minimum square footage intended to be provided for each vehicle. Provide a copy of the title or current lease agreement for all property and storage facilities proposed to use to meet the requirements of this RFP.
5. Insurance evidencing the above requirements. Note: If awarded the contract, the City of Wausau will need to be named on the Certificate of Insurance.

6. Approximate cost for the tow, site clean up, and daily storage fees of the towed vehicle
7. Acknowledgement and confirmation that the company will respond to the request for a tow within twenty (20) minutes, thirty (30) minutes if inclement weather.
8. Provide a list of governmental organizations/municipalities and/or clients with whom Proposer has done similar business within the last two (2) years. Include the client name, address, telephone number and name of a contact person, description of the performed work, and the contract period and duration.

CLARIFICATIONS AND EXCEPTIONS

Proposers must raise any questions they have about the RFP without delay. All questions are to be directed in writing to the contact person indicated above. Proposers finding any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in the RFP shall immediately notify the contact person above and request clarification.

TERMS AND CONDITIONS

The City reserves the right to accept or reject any or all proposals or portions thereof without stated cause. Upon selection of a finalist, the City by its proper officials shall attempt to negotiate and reach a final agreement, with the finalist. If the City, for any reason, is unable to reach a final agreement with this finalist; the City then reserves the right to reject such finalist and negotiate a final agreement with another finalist who has the next most viable proposal. By the conclusion, the City wishes to have a primary and secondary tow company for each type of tow outlined above. The City may also elect to reject all proposals and re-issue a new RFP.

The City is not bound to accept the proposal with the lowest cost, but may accept the proposal that demonstrates the best abilities and qualifications to meet the needs of the City. The City reserves the right to waive any formalities, defects, or irregularities, in any proposal, response, and/or submittal where the acceptance, rejection, or waiving of such is in the best interests of the City. The City reserves the right to disqualify any proposal, before or after opening, upon evidence of collusion, intent to defraud, or any other illegal practice on the part of the tow company.

Billing

- A. Invoices for services provided shall be sent the first of every month to:

City of Wausau Police Department
515 Grand Avenue
Wausau WI 54403

- B. The City is responsible for all charges for towing and storage of City owned vehicles only and the Tow Company shall bill the City for all such services. Charges for vehicles that are towed and stored by order of the City, but which are not owned by the City, are the responsibility of the owner of such vehicles. Storage rates charged to privately owned vehicles shall be no greater than those charged to the city under this contract. The City of Wausau shall not be responsible for payment of towing charges

for non-City owned vehicles which are in violation of a prohibition, limitation or restriction on stopping, standing or parking imposed under Chapter 342, 346 and 349 of the Wisconsin Statutes or for the towing of non-City owned vehicles being held by the police department for evidentiary or other purposes.

- C. Monthly billing statements shall contain a breakdown of the type of tow (illegally parked vehicles, city owned vehicles and the like), the date and location of tow, the license number or VIN of the vehicle towed, the make of the vehicle, the cost of the tow, the storage start and end dates and the total number of days stored.

Disposition Requirements and Obligations for Abandoned Vehicles

In the event that the Tow Company tows an abandoned vehicle, as defined in Wausau City Ordinance 10.08.040 and Wis. Stat. § 342.40, the City would not be responsible to the Tow Company for any costs related to towing or impoundment of a non-stolen abandoned vehicle. Tow Company will fulfill all obligations of the City, as required by Wis. Stat. 342.40, in terms of notice of sale by certified mail to owner/lienholders, auctioning of the abandoned vehicle, notifying WIDOT/DMV, and providing a certificate of transfer to the purchaser of the abandoned vehicle. The Tow Company shall use these proceeds to cover the costs of towing and storage of the abandoned vehicle. Any remaining amount, shall be returned to the City to be placed into a general fund. Tow Company is required to keep detailed records of all costs associated with each abandoned vehicle and sale price of said vehicle. Tow Company shall routinely provide these records to the City. Tow Company shall allow the City to inspect these records when requested. Failure to provide these records or failure to properly account for each abandoned vehicle, would be considered a default and grounds to terminate the Towing Services Contract. Failure to abide by the requirements of Wis. Stat. § 342.40 would also be considered a default and would be ground to terminate the Towing Services Contract.

Area of Service

Towing service shall be provided to any location inside the City's corporate boundaries. Vehicles shall be towed from their stalled or parked location to another location within the City or not more than two miles outside of the City's corporate limits as directed by a City agency.

Vehicle Storage

- A. Standard storage and secure storage must be provided when required by the City. Secure storage shall mean that the towed vehicle shall not be accessible to anyone without the express verbal or written permission of the Wausau Police Department. Standard storage shall consist of at minimum a fenced lot or yard with security style fencing and locked gate sufficient to keep trespassers out and vehicles in; or a lot with an attendant on duty at all time; or with the prior approval of the City, some combination of fencing and on duty attendant. Vehicle owners shall not be denied access to vehicles held in standard storage. Tow Company shall follow all applicable laws, including Wis. Stat. §779.415(1)(b) and 349.13(5)(b)2 regarding access to and release of personal property in vehicles being stored at the direction of the Wausau Police Department.

- B. Tow Company shall not charge a “lot fee” or access fee for citizens to access their vehicles stored at Tow Company’s storage facility.
- C. All vehicles shall be protected from vandals and pilferage.
- D. The Tow Company shall keep a computerized log of towed vehicles, name and contact information of any individual granted access to a vehicle, date and time of access by any individual, documentation of any item removed by any individual from any vehicle, and the date of actual release of any vehicle and the name and contact information of the individual to whom a vehicle is released.
- E. Tow Company shall provide immediate response to a request for the release of a vehicle twenty four (24) hours a day, seven (7) days a week. In the event no one is available to release a stored vehicle upon request, Tow Company agrees to waive any storage charges that are assessed for the day the request for release was made.
- F. No vehicle entrusted to the Tow Company shall be operated by any Tow Company personnel except to relocate the vehicle within the storage area.
- G. Tow Company shall be responsible for the reasonable care of the vehicle and shall be responsible for damage or loss to the vehicle and its contents caused by the Tow Company’s negligence or failure to exercise reasonable care of the vehicle. Tow Company shall be responsible and liable for the replacement or payment of any loss of contents listed on the inventory of contents.

Indemnification

Tow Company hereby agrees to indemnify, defend and hold harmless the City of Wausau, its elected and appointed officials, officers, employees, agents, representatives and volunteers, and each of them, from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorneys’ fees, costs, and expenses of whatsoever kind or nature in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part or claimed to be caused, occasioned, or contributed to in whole or in part, by reason of any act, omission, fault, or negligence, whether active or passive, of Tow Company or of anyone acting under its direction or control or on its behalf, even if liability is also sought to be imposed on City of Wausau, its elected and appointed officials, officers, employees, agents, representatives and volunteers. The obligation to indemnify, defend and hold harmless the City of Wausau, its elected and appointed officials, officers, employees, agents, representatives and volunteers, and each of them, shall be applicable unless liability results from the sole negligence of the City of Wausau, its elected and appointed officials, officers, employees, agents, representatives and volunteers.

Tow Company shall reimburse the City of Wausau, its elected and appointed officials, officers, employees, agent or authorized representatives or volunteers for any and all legal expenses and

costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

In the event that Tow Company employs other persons, firms, corporations or entities (sub-contractor) as part of the work covered by this Agreement, it shall be Tow Company's responsibility to require and confirm that each sub-contractor enters into an Indemnity Agreement in favor of the City of Wausau, its elected and appointed officials, officers, employees, agents, representatives and volunteers, which is identical to this Indemnity Agreement.

This indemnity provision shall survive the termination or expiration of this Agreement.

Performance Requirements

A. Rules of Conduct

The towing agency shall conduct business in an ethical, orderly manner, endeavoring to obtain and keep the confidence of the community.

a. Regulation

The towing agency shall comply with all applicable laws, regulations and ordinances including those that regulate tow units, impoundment, towing, storage, selling or junking of vehicles.

Termination of the Contract

A. Default

This contract may be terminated by either party for failure by the other party to perform under the terms of this contract, through any cause not beyond the control of such party, by the giving of written notice to such party. In this event, termination shall be effective upon receipt of such notice. In the event of default by Tow Company, Tow Company shall be not be entitled to compensation for work or services unsatisfactorily or improperly performed.

B. Insolvency and Bankruptcy

This contract may be terminated by City if Tow Company becomes insolvent or bankrupt and cannot pay its debts or obligations when they become due, files a petition in bankruptcy or has such a petition filed against it, has a receiver appointed with respect to all or substantially all of its assets; makes an assignment for the benefit of creditors; or ceases to do business in the ordinary course.

C. For Convenience

The City may terminate this contract by giving written notice to the Tow Company. Such termination shall be effective upon receipt of notice and the Tow

Company shall be entitled to just and equitable compensation for any satisfactory work completed.

D Rights are Cumulative

The rights and remedies under this section shall be in addition to those otherwise allowed by law or in equity. Any and all rights and remedies which either party may have under this contract, at law or in equity, shall be cumulative and shall not be deemed inconsistent with each other, and any two or more of all such rights and remedies may be exercised at the same time insofar as permitted by law.

Delinquent Taxes and Charges

The City may terminate this contract if the Tow Company uses any property in connection with its towing or other operations, whether for administrative or office purposes, or for other functions, upon which any tax, fee, assessment or charge, imposed by the City of Wausau, is, or during the term of the contract, becomes delinquent or overdue.

Public Records

Proposers are hereby notified that all information submitted in response to this RFP may be made available for public inspection according to the Public Records Law of the State of Wisconsin. Information qualifying as a “trade secret” as defined in the Wisconsin State Statutes, may be held confidential. Proposers shall seal separately and clearly identify all information deemed to be “trade secrets” as defined under Wisconsin Statutes. Do not duplicate or co-mingle information deemed confidential elsewhere in the Proposal.

NON-ACCEPTANCE OF PROPOSALS

No Proposal shall be accepted from, nor a contract awarded to any person, firm or corporation that is in arrears or is in default to the City for any debt or contract or has failed to faithfully perform any previous contract with the City.

CONTACT PERSON

Questions about the RFP or the agreement should be directed to Matthew Barnes, Deputy Chief, phone (715) 261-7807 or email (Matthew.Barnes@ci.wausau.wi.us)

SIGNATURE BLOCK

Note: Please return this page with your proposal

The undersigned, an authorized agent of his/her company, hereby certifies:

- () familiarization with all terms, conditions, and specifications herein stated,
- () company is qualified to perform work and services as proposed,
- () that the proposal submitted is valid until _____ (date).

Company Name

Authorized Signature

Mailed Address

Printed Name

City, State, Zip

Title

Type of Entity (S-Corp, LLC, etc.)

Phone Number

Web Site

Email Address

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

RESOLUTION OF THE PUBLIC HEALTH & SAFETY COMMITTEE

Approving Special Event application for MTE Tour Monster Truck & More, August 29, 2020

Committee Action: Approved 3-1

Fiscal Impact: None

File Number: 20-0108

Date Introduced: August 25, 2020

RESOLUTION

WHEREAS, your Public Health and Safety Committee considered the Special Event license application submitted by Amp Live Events, LLC at its August 20, 2020 meeting, now therefore

BE IT RESOLVED by the Common Council of the City of Wausau that the City Clerk be hereby authorized to issue the license for a Class I Special Event to Amp Live Events, LLC, for the MTE Tour Monster Truck & More, at Marathon Park on August 29, 2020.

Approved:

Katie Rosenberg, Mayor

SPECIAL PUBLIC HEALTH & SAFETY COMMITTEE

Date and Time: Thursday, August 20, 2020, at 5:15 pm, (Council Chambers)

Members Present: Rasmussen (C), Peckham, Wadinski, and McElhaney

Members Excused: Herbst

Others Present: Alfonso, Kremer, Rosenberg, Kujawa, and Marcus Aumann- Parks Dept, Danny Torgerson – Amp Live Events

Discussion and possible action on reconsideration of denial of Special Event License from the 8/17/2020 PH&S meeting. (MTE Tour Monster Truck & More, August 29, 2020) Amp Live Events, LLC

Rasmussen explained the application was denied at the last meeting because we couldn't get information from the organizer, Danny Torgerson. It was learned the next day that he attempted to join the meeting virtually, however, there was a problem with the link for him to be able to access the meeting audio; he could hear the meeting, but could not be heard. She indicated Mr. Torgerson was present to today to address the committee's questions.

Rasmussen stated there were two shows, one at 1:30 pm and one at 7:30 pm in the Grandstands. She questioned if the estimated 3,000 – 4,000 attendance was for each show or split between them. Danny Torgerson stated they do two events instead of just one to break up the crowd size. Rasmussen noted Fire Marshall David DeSantis estimated the total capacity of that venue when it is full, including the infield, to be 10,000. She felt because there are two shows, the capacity size should allow people to spread out within the confines of the Grandstands.

Rasmussen questioned if they were serving beer and if they would wristband individuals that were ID checked for age. Torgerson indicated they were still waiting to hear back from the Noon Optimists regarding obtaining the picnic license, but they will wristband individuals if that is the committee's direction. Rasmussen stated they would need to get the picnic application in soon to be approved for the event. Torgerson indicated the event was not dependent upon the service of alcohol, but he believed the Optimists had contacted the clerk's office about it.

Torgerson stated ticket sales will be made solely online to be printed out and brought to the show where they will be stamped. Signs have been made for Covid protocol; masks are recommended and will be made available; extra hand wash stations are being brought in; there are extra breaks during the show to spread out people for concessions; and we are opening up more exits and entrances. He indicated they have brought on more staff to monitor exits and entrances. Rasmussen noted that EMS will be on standby.

Motion by Peckham, second by McElhaney to approve the Special Event license for MTE Monster Truck & More on August 29, 2020.

Peckham felt that although they have made quite a diligent effort to make this a safe event, he was voting no because we closed all the pools for the summer.

Motion carried 3-1.

Adjourn

Motion by Wadinski, second by Peckham to adjourn the meeting. Motion carried unanimously. Meeting adjourned at 5:35 pm.

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

RESOLUTION OF THE FINANCE COMMITTEE

Authorizing the Issuance and Sale of \$5,390,000 of General Obligation Promissory Notes, Series 2020D

Committee Action: Pending

Fiscal Impact: Net interest of \$333,637.20 over the ten year obligation TIC =1.1362%

File Number: 20-807

Date Introduced: August 25, 2020

WHEREAS, on August 12, 2020, the Common Council of the City of Wausau, Marathon County, Wisconsin (the "City") adopted a resolution (the "Set Sale Resolution"), providing for the sale of General Obligation Promissory Notes, Series 2020D (the "Notes") for public purposes, including paying the cost of various capital projects, including projects in the City's tax incremental districts (the "Project");

WHEREAS, the City is authorized by the provisions of Section 67.12(12), Wisconsin Statutes, to borrow money and issue general obligation promissory notes for such public purposes;

WHEREAS, pursuant to the Set Sale Resolution, the City has directed Ehlers & Associates, Inc. ("Ehlers") to take the steps necessary to sell the Notes to pay the cost of the Project;

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 August 25, 2020;

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 August 25, 2020;

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 1. Ratification of the Notice of Sale and Offering Materials. The Common Council 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 1A. Authorization and Award of the Notes. For the purpose of paying the cost of the Project, there shall be borrowed pursuant to Section 67.12(12), Wisconsin Statutes, the principal sum of FIVE MILLION THREE HUNDRED NINETY THOUSAND DOLLARS (\$5,390,000) 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 applied in accordance with the Notice of Sale, 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 2020D"; shall be issued in the aggregate principal amount of \$5,390,000; shall be dated September 16, 2020; 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, 2021. 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 3. Redemption Provisions. The Notes maturing on April 1, 2028 and thereafter are subject to redemption prior to maturity, at the option of the City, on April 1, 2027 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, at the principal amount thereof, plus accrued interest to the date of redemption.

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 2020 through 2029 for the payments due in the years 2021 through 2030 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 2020D, dated September 16, 2020" (the "Debt Service Fund Account") and such account shall be maintained until the indebtedness evidenced by the Notes is fully paid or otherwise extinguished. There shall be deposited into 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 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 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 (the "Borrowed Money Fund") separate and distinct from all other funds of the City and disbursed solely for the purpose or purposes for which borrowed. 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 or 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 purpose(s) 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 the ownership, management and use of the projects will not cause the Notes 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 Bond Trust Services Corporation, Roseville, Minnesota, which is hereby appointed as the City's registrar and fiscal agent pursuant to the provisions of Section 67.10(2), Wisconsin Statutes (the "Fiscal Agent"). The City hereby authorizes the Mayor and City Clerk or other appropriate officers of the City to enter a Fiscal Agency Agreement between the City and the Fiscal Agent. Such contract may provide, among other things, for the performance by the Fiscal Agent of the functions listed in Wis. Stats. Sec. 67.10(2)(a) to (j), where applicable, with respect to the Notes.

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 15th day of the 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, which the City Clerk or other authorized representative of the City is authorized and directed to execute and deliver to DTC on behalf of the City to the extent an effective Blanket Issuer Letter of Representations is not presently 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 Old National Bank 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 or final Official Statement are hereby ratified and approved. In connection with the Closing, the appropriate City official shall certify the Preliminary Official Statement and any addenda or final Official Statement. The City Clerk shall cause copies of the Preliminary Official Statement and any addenda or final Official Statement 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. 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 19. 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 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 August 25, 2020.

Katie Rosenberg
Mayor

ATTEST:

Leslie M. Kremer
City Clerk

(SEAL)

EXHIBIT A

Notice of Sale

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

(See Attached)

NOTICE OF SALE

\$5,445,000* GENERAL OBLIGATION PROMISSORY NOTES, SERIES 2020D CITY OF WAUSAU, WISCONSIN

Bids for the purchase of \$5,445,000* General Obligation Promissory Notes, Series 2020D (the "Notes") of the City of Wausau, Wisconsin (the "City") will be received at the offices of Ehlers and Associates, Inc. ("Ehlers"), 3060 Centre Pointe Drive, Roseville, Minnesota 55113-1105, municipal advisors to the City, until 10:00 A.M., Central Time, and **ELECTRONIC PROPOSALS** will be received via **PARITY**, in the manner described below, until 10:00 A.M. Central Time, on August 25, 2020, at which time they will be opened, read and tabulated. The bids will be presented to the Common Council for consideration for award by resolution at a meeting to be held at 7:00 P.M., Central Time, on the same date. The bid offering to purchase the Notes upon the terms specified herein and most favorable to the City will be accepted unless all bids are rejected.

PURPOSE

The Notes are being issued pursuant to Section 67.12(12), Wisconsin Statutes, for public purposes, including paying the cost of various capital projects, including projects in the City's tax incremental districts. The Notes are general obligations of the City, and all the taxable property in the City is subject to the levy of a tax to pay the principal of and interest on the Notes as they become due which tax may, under current law, be levied without limitation as to rate or amount.

DATES AND MATURITIES

The Notes will be dated September 16, 2020, will be issued as fully registered Notes in the denomination of \$5,000 each, or any integral multiple thereof, and will mature on April 1 as follows:

<u>Year</u>	<u>Amount*</u>	<u>Year</u>	<u>Amount*</u>	<u>Year</u>	<u>Amount*</u>
2021	\$425,000	2025	\$545,000	2029	\$580,000
2022	535,000	2026	555,000	2030	590,000
2023	535,000	2027	565,000		
2024	540,000	2028	575,000		

ADJUSTMENT OPTION

* The City reserves the right to increase or decrease the principal amount of the Notes on the day of sale, in increments of \$5,000 each. Increases or decreases may be made in any maturity. If any principal amounts are adjusted, the purchase price proposed will be adjusted to maintain the same gross spread per \$1,000.

TERM BOND OPTION

Bids for the Notes may contain a maturity schedule providing for any combination of serial bonds and term bonds, subject to mandatory redemption, so long as the amount of principal maturing or subject to mandatory redemption in each year conforms to the maturity schedule set forth above. All dates are inclusive.

INTEREST PAYMENT DATES AND RATES

Interest will be payable on April 1 and October 1 of each year, commencing April 1, 2021, to the registered owners of the Notes appearing of record in the bond register as of the close of business on the 15th day (whether or not a

business day) of the immediately preceding month. Interest will be computed upon the basis of a 360-day year of twelve 30-day months and will be rounded pursuant to rules of the Municipal Securities Rulemaking Board. All Notes of the same maturity must bear interest from date of issue until paid at a single, uniform rate. Each rate must be expressed in an integral multiple of 5/100 or 1/8 of 1%.

BOOK-ENTRY-ONLY FORMAT

Unless otherwise specified by the purchaser, the Notes will be designated in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York ("DTC"). DTC will act as securities depository for the Notes, and will be responsible for maintaining a book-entry system for recording the interests of its participants and the transfers of interests between its participants. The participants will be responsible for maintaining records regarding the beneficial interests of the individual purchasers of the Notes. So long as Cede & Co. is the registered owner of the Notes, all payments of principal and interest will be made to the depository which, in turn, will be obligated to remit such payments to its participants for subsequent disbursement to the beneficial owners of the Notes.

PAYING AGENT

The City has selected Bond Trust Services Corporation, Roseville, Minnesota, to act as paying agent (the "Paying Agent"). Bond Trust Services Corporation and Ehlers are affiliate companies. The City will pay the charges for Paying Agent services. The City reserves the right to remove the Paying Agent and to appoint a successor.

OPTIONAL REDEMPTION

At the option of the City, the Notes maturing on or after April 1, 2028 shall be subject to optional redemption prior to maturity on April 1, 2027 or any date thereafter, at a price of par plus accrued interest.

Redemption may be in whole or in part of the Notes subject to prepayment. If redemption is in part, the selection of the amounts and maturities of the Notes to be redeemed shall be at the discretion of the City. If only part of the Notes having a common maturity date are called for redemption, then the City or Paying Agent, if any, will notify DTC of the particular amount of such maturity to be redeemed. DTC will determine by lot the amount of each participant's interest in such maturity to be redeemed and each participant will then select by lot the beneficial ownership interest in such maturity to be redeemed.

Notice of such call shall be given by sending a notice by registered or certified mail, facsimile or electronic transmission, overnight delivery service or in any other manner required by DTC, not less than 30 days nor more than 60 days prior to the date fixed for redemption to the registered owner of each Note to be redeemed at the address shown on the registration books.

DELIVERY

On or about September 16, 2020, the Notes will be delivered without cost to the winning bidder at DTC. On the day of closing, the City will furnish to the winning bidder the opinion of bond counsel hereinafter described, an arbitrage certification, and certificates verifying that no litigation in any manner questioning the validity of the Notes is then pending or, to the best knowledge of officers of the City, threatened. Payment for the Notes must be received by the City at its designated depository on the date of closing in immediately available funds.

LEGAL MATTERS

An opinion as to the validity of the Notes and the exemption from federal taxation of the interest thereon will be furnished by Quarles & Brady LLP, Bond Counsel to the City, and will be available at the time of delivery of the Notes. The legal opinion will be issued on the basis of existing law and will state that the Notes are valid and binding

general obligations of the City; provided that the rights of the owners of the Notes and the enforceability of the Notes may be limited by bankruptcy, insolvency, reorganization, moratorium, and other similar laws affecting creditors' rights and by equitable principles (which may be applied in either a legal or equitable proceeding). (See "FORM OF LEGAL OPINION" found in Appendix B of the Official Statement).

Quarles & Brady LLP has also been retained by the City to serve as Disclosure Counsel to the City with respect to the Notes. Although, as Disclosure Counsel to the City, Quarles & Brady LLP has assisted the City with certain disclosure matters, Quarles & Brady LLP has not undertaken to independently verify the accuracy, completeness or sufficiency of this Official Statement or other offering material relating to the Notes and assumes no responsibility whatsoever nor shall have any liability to any other party for the statements or information contained or incorporated by reference in this Official Statement. Further, Quarles & Brady LLP makes no representation as to the suitability of the Notes for any investor.

SUBMISSION OF BIDS

Bids must not be for less than \$5,390,550, nor more than \$5,717,250, plus accrued interest on the principal sum of \$5,445,000 from date of original issue of the Notes to date of delivery. Prior to the time established above for the opening of bids, interested parties may submit a bid as follows:

- 1) Electronically to bondsale@ehlers-inc.com; or
- 2) Electronically via **PARITY** in accordance with this Notice of Sale until 10:00 A.M. Central Time, but no bid will be received after the time for receiving bids specified above. To the extent any instructions or directions set forth in **PARITY** conflict with this Notice of Sale, the terms of this Notice of Sale shall control. For further information about **PARITY**, potential bidders may contact Ehlers or i-Deal LLC at 1359 Broadway, 2nd Floor, New York, New York 10018, Telephone (212) 849-5021.

Bids must be submitted to Ehlers via one of the methods described above and must be received prior to the time established above for the opening of bids. Each bid must be unconditional except as to legality. Neither the City nor Ehlers shall be responsible for any failure to receive a facsimile submission.

A good faith deposit ("Deposit") in the amount of \$108,900 shall be made by the winning bidder by wire transfer of funds. Such Deposit shall be received by Ehlers no later than two hours after the bid opening time. Wire transfer instructions will be provided to the winning bidder by Ehlers after the tabulation of bids. The City reserves the right to award the Notes to a winning bidder whose wire transfer is initiated but not received by such time provided that such winning bidder's federal wire reference number has been received by such time. In the event the Deposit is not received as provided above, the City may award the Notes to the bidder submitting the next best bid provided such bidder agrees to such award. The Deposit will be retained by the City as liquidated damages if the bid is accepted and the Purchaser fails to comply therewith. The Deposit will be deducted from the purchase price at the closing for the Notes.

The City and the winning bidder who chooses to so wire the Deposit hereby agree irrevocably that Ehlers shall be the escrow holder of the Deposit wired to such account subject only to these conditions and duties: 1) All income earned thereon shall be retained by the escrow holder as payment for its expenses; 2) If the bid is not accepted, Ehlers shall, at its expense, promptly return the Deposit amount to the winning bidder; 3) If the bid is accepted, the Deposit shall be returned to the winning bidder at the closing; 4) Ehlers shall bear all costs of maintaining the escrow account and returning the funds to the winning bidder; 5) Ehlers shall not be an insurer of the Deposit amount and shall have no liability hereunder except if it willfully fails to perform or recklessly disregards, its duties specified herein; and 6) FDIC insurance on deposits within the escrow account shall be limited to \$250,000 per bidder.

No bid can be withdrawn after the time set for receiving bids unless the meeting of the City scheduled for award of the Notes is adjourned, recessed, or continued to another date without award of the Notes having been made.

AWARD

The Notes will be awarded to the bidder offering the lowest interest rate to be determined on a True Interest Cost (TIC) basis. The City's computation of the interest rate of each bid, in accordance with customary practice, will be controlling. In the event of a tie, the sale of the Notes will be awarded by lot. The City reserves the right to reject any and all bids and to waive any informality in any bid.

BOND INSURANCE

If the Notes are qualified for any bond insurance policy, the purchase of such policy shall be at the sole option and expense of the winning bidder. Any cost for such insurance policy is to be paid by the winning bidder, except that, if the City requested and received a rating on the Notes from a rating agency, the City will pay that rating fee. Any rating agency fees not requested by the City are the responsibility of the winning bidder.

Failure of the municipal bond insurer to issue the policy after the Notes are awarded to the winning bidder shall not constitute cause for failure or refusal by the winning bidder to accept delivery of the Notes.

CUSIP NUMBERS

The City will assume no obligation for the assignment or printing of CUSIP numbers on the Notes or for the correctness of any numbers printed thereon, but will permit such numbers to be printed at the expense of the winning bidder, if the winning bidder waives any delay in delivery occasioned thereby.

NON-QUALIFIED TAX-EXEMPT OBLIGATIONS

The City will NOT designate the Notes as "qualified tax-exempt obligations" pursuant to Section 265 of the Internal Revenue Code of 1986, as amended, which permits financial institutions to deduct interest expenses allocable to the Notes to the extent permitted under prior law.

CONTINUING DISCLOSURE

In order to assist the Underwriters in complying with the provisions of Rule 15c2-12 promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934 the City will enter into an undertaking for the benefit of the holders of the Notes. A description of the details and terms of the undertaking is set forth in Appendix D of the Official Statement.

NEW ISSUE PRICING

The winning bidder will be required to provide, in a timely manner, certain information necessary to compute the yield on the Notes pursuant to the provisions of the Internal Revenue Code of 1986, as amended, and to provide a certificate which will be provided by Bond Counsel upon request.

(a) The winning bidder shall assist the City in establishing the issue price of the Notes and shall execute and deliver to the City at closing an "issue price" or similar certificate satisfactory to Bond Counsel setting forth the reasonably expected initial offering price to the public or the sales price or prices of the Notes, together with the supporting pricing wires or equivalent communications. All actions to be taken by the City under this Notice of Sale to establish the issue price of the Notes may be taken on behalf of the City by the City's municipal advisor identified herein and any notice or report to be provided to the City may be provided to the City's municipal advisor.

(b) The City intends that the provisions of Treasury Regulation Section 1.148-1(f)(3)(i) (defining "competitive sale" for purposes of establishing the issue price of the Notes) will apply to the initial sale of the Notes (the "competitive sale requirements") because:

- (1) The City shall disseminate this Notice of Sale to potential underwriters in a manner that is reasonably designed to reach potential investors;
- (2) all bidders shall have an equal opportunity to bid;
- (3) the City may receive bids from at least three underwriters of municipal bonds who have established industry reputations for underwriting new issuances of municipal bonds; and
- (4) the City anticipates awarding the sale of the Notes to the bidder who submits a firm offer to purchase the Notes at the highest price (or lowest interest cost), as set forth in this Notice of Sale.

Any bid submitted pursuant to this Notice of Sale shall be considered a firm offer for the purchase of the Notes, as specified in this bid.

(c) If all of the requirements of a "competitive sale" are not satisfied, the City shall advise the winning bidder of such fact prior to the time of award of the sale of the Notes to the winning bidder. In such event, any bid submitted will not be subject to cancellation or withdrawal and the City agrees to use the rule selected by the winning bidder on its bid form to determine the issue price for the Notes. On its bid form, each bidder must select one of the following two rules for determining the issue price of the Notes: (1) the first price at which 10% of a maturity of the Notes (the "10% test") is sold to the public as the issue price of that maturity or (2) the initial offering price to the public as of the sale date as the issue price of each maturity of the Notes (the "hold-the-offering-price rule").

(d) If all of the requirements of a "competitive sale" are not satisfied and the winning bidder selects the hold-the-offering-price rule, the winning bidder shall (i) confirm that the underwriters have offered or will offer the Notes to the public on or before the date of award at the offering price or prices (the "initial offering price"), or at the corresponding yield or yields, set forth in the bid submitted by the winning bidder and (ii) agree, on behalf of the underwriters participating in the purchase of the Notes, that the underwriters will neither offer nor sell unsold Notes of any maturity to which the hold-the-offering-price rule shall apply to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

- (1) the close of the fifth (5th) business day after the sale date; or
- (2) the date on which the underwriters have sold at least 10% of that maturity of the Notes to the public at a price that is no higher than the initial offering price to the public.

The winning bidder will advise the City promptly after the close of the fifth (5th) business day after the sale whether it has sold 10% of that maturity of the Notes to the public at a price that is no higher than the initial offering price to the public.

The City acknowledges that in making the representation set forth above, the winning bidder will rely on:

(i) the agreement of each underwriter to comply with requirements for establishing issue price of the Notes, including, but not limited to, its agreement to comply with the hold-the-price rule, if applicable to the Notes, as set forth in an agreement among underwriters and the related pricing wires,

(ii) in the event a selling group has been created in connection with the initial sale of the Notes to the public, the agreement of each dealer who is a member of the selling group to comply with the requirements for establishing issue price of the Notes, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Notes, as set forth in a selling group agreement and the related pricing wires, and

(iii) in the event that an underwriter or dealer who is a member of the selling group is a party to a third-party distribution agreement that was employed in connection with the initial sale of the Notes to the public, the agreement

of each broker-dealer that is party to such agreement to comply with the requirements for establishing issue price of the Notes, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Notes, as set forth in the third-party distribution agreement and the related pricing wires. The City further acknowledges that each underwriter shall be solely liable for its failure to comply with its agreement regarding the requirements for establishing issue price rule of the Notes, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Notes, and that no underwriter shall be liable for the failure of any other underwriter, or of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a third-party distribution agreement to comply with its corresponding agreement to comply with the requirements for establishing issue price of the Notes, including, but not limited to, its agreement to comply with the hold-the-offering-price rule as applicable to the Notes.

(e) If all of the requirements of a "competitive sale" are not satisfied and the winning bidder selects the 10% test, the winning bidder agrees to promptly report to the City, Bond Counsel and Ehlers the prices at which the Notes have been sold to the public. That reporting obligation shall continue, whether or not the closing date has occurred, until either (i) all Notes of that maturity have been sold or (ii) the 10% test has been satisfied as to each maturity of the Notes, provided that, the winning bidder's reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the City or bond counsel.

(f) By submitting a bid, each bidder confirms that:

(i) any agreement among underwriters, any selling group agreement and each third-party distribution agreement (to which the bidder is a party) relating to the initial sale of the Notes to the public, together with the related pricing wires, contains or will contain language obligating each underwriter, each dealer who is a member of the selling group, and each broker-dealer that is party to such third-party distribution agreement, as applicable, to:

(A) report the prices at which it sells to the public the unsold Notes of each maturity allocated to it, whether or not the Closing Date has occurred until either all securities of that maturity allocated to it have been sold or it is notified by the winning bidder that either the 10% test has been satisfied as to the Notes of that maturity, provided that, the reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the City or bond counsel.

(B) comply with the hold-the-offering-price rule, if applicable, in each case if and for so long as directed by the winning bidder and as set forth in the related pricing wires, and

(ii) any agreement among underwriters or selling group agreement relating to the initial sale of the Notes to the public, together with the related pricing wires, contains or will contain language obligating each underwriter, each dealer who is a member of the selling group and each broker dealer that is a party to a third-party distribution agreement to be employed in connection with the initial sale of the Notes to the public to require each broker-dealer that is a party to such third-party distribution agreement to:

(A) to promptly notify the winning bidder of any sales of Notes that, to its knowledge, are made to a purchaser who is a related party to an underwriter participating in the initial sale of the Notes to the public (each such term being used as defined below), and

(B) to acknowledge that, unless otherwise advised by the underwriter, dealer or broker-dealer, the winning bidder shall assume that each order submitted by the underwriter, dealer or broker-dealer is a sale to the public.

(g) Sales of any Notes to any person that is a related party to an underwriter participating in the initial sale of the Notes to the public (each term being used as defined below) shall not constitute sales to the public for purposes of this Notice of Sale. Further, for purposes of this Notice of Sale:

(i) "public" means any person other than an underwriter or a related party,

- (ii) "underwriter" means (A) any person that agrees pursuant to a written contract with the City (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Notes to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Notes to the public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Notes to the public),
- (iii) a purchaser of any of the Notes is a "related party" to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (A) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (B) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (C) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and
- (iv) "sale date" means the date that the Notes are awarded by the City to the winning bidder.

Official Statement

Bidders may obtain a copy of the Official Statement relating to the Notes prior to the bid opening by request from Ehlers at www.ehlers-inc.com by connecting to the Bond Sales link. The Syndicate Manager will be provided with an electronic copy of the Final Official Statement within seven business days of the bid acceptance. Up to 10 printed copies of the Final Official Statement will be provided upon request. Additional copies of the Final Official Statement will be available at a cost of \$10.00 per copy.

Information for bidders and bid forms may be obtained from Ehlers at 3060 Centre Pointe Drive, Roseville, Minnesota 55113-1105, Telephone (651) 697-8500.

By Order of the Common Council

Maryanne Groat, Finance Director / Treasurer
City of Wausau, Wisconsin

EXHIBIT B

Bid Tabulation

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

(See Attached)

BID TABULATION

\$5,445,000* General Obligation Promissory Notes, Series 2020D

City of Wausau, Wisconsin

SALE: August 25, 2020

AWARD: BAIRD

Rating: Moody's Investor's Service "Aa3"

Tax Exempt - Non-Bank Qualified

NAME OF BIDDER	MATURITY (April 1)	RATE	REOFFERING YIELD	PRICE	NET INTEREST COST	TRUE INTEREST RATE
BAIRD				\$5,681,250.30	\$333,637.20	1.1362%
Milwaukee, Wisconsin	2021	2.000%	0.300%			
C.L. King & Associates	2022	2.000%	0.350%			
Fidelity Capital Markets	2023	2.000%	0.400%			
Colliers Securities LLC	2024	2.000%	0.500%			
Loop Capital Markets	2025	2.000%	0.600%			
Crews & Associates, Inc.	2026	2.000%	0.700%			
Davenport & Co. L.L.C.	2027	2.000%	0.850%			
Duncan-Williams, Inc.	2028	2.000%	1.000%			
Sierra Pacific Securities	2029	2.000%	1.050%			
Isaak Bond Investments, Inc	2030	2.000%	1.150%			
Oppenheimer & Co.						
Wintrust Investments, LLC						
SumRidge Partners						
Country Club Bank						
BNYMellon Capital Markets						
Midland Securities						
BOK Financial Securities, Inc.						
FMS Bonds Inc.						
First Kentucky Securities Corp.						
Multi-Bank Securities Inc.						
First Southern LLC						
Commerce Bank, N.A.						
Dinosaur Securities						
First Bankers' Banc Securities, Inc.						
Mountainside Securities LLC						
INTL FCStone Securities, Inc.						

* Subsequent to bid opening the issue size was decreased to \$5,390,000.

Adjusted Price - \$5,632,040.68

Adjusted Net Interest Cost - \$341,551.00

Adjusted TIC - 1.1357%

NAME OF BIDDER	MATURITY (April 1)	RATE	REOFFERING YIELD	PRICE	NET INTEREST COST	TRUE INTEREST RATE
RAYMOND JAMES & ASSOCIATES, INC. St. Petersburg, Florida				\$5,671,160.70	\$343,726.80	1.1721%
HUNTINGTON SECURITIES, INC Chicago, Illinois				\$5,705,452.30	\$352,583.74	1.1982%

EXHIBIT C

Winning Bid

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

(See Attached)

BID FORM

The Common Council
City of Wausau, Wisconsin

August 25, 2020

RE: \$5,445,000* General Obligation Promissory Notes, Series 2020D (the "Notes")
DATED: September 16, 2020

For all or none of the above Notes, in accordance with the Notice of Sale and terms of the Global Book-Entry System (unless otherwise specified by the Purchaser) as stated in this Official Statement, we will pay you \$ 5,681,250.30 (not less than \$5,390,550, nor more than \$5,717,250) plus accrued interest to date of delivery for fully registered Notes bearing interest rates and maturing in the stated years as follows:

<u>2.00</u>	% due	2021	<u>2.00</u>	% due	2025	<u>2.00</u>	% due	2029
<u>2.00</u>	% due	2022	<u>2.00</u>	% due	2026	<u>2.00</u>	% due	2030
<u>2.00</u>	% due	2023	<u>2.00</u>	% due	2027			
<u>2.00</u>	% due	2024	<u>2.00</u>	% due	2028			

* The City reserves the right to increase or decrease the principal amount of the Notes on the day of sale, in increments of \$5,000 each. Increases or decreases may be made in any maturity. If any principal amounts are adjusted, the purchase price proposed will be adjusted to maintain the same gross spread per \$1,000.

All Notes of the same maturity must bear interest from date of issue until paid at a single, uniform rate. Each rate must be expressed in an integral multiple of 5/100 or 1/8 of 1%.

A good faith deposit ("Deposit") in the amount of \$108,900 shall be made by the winning bidder by wire transfer of funds. Such Deposit shall be received by Ehlers no later than two hours after the bid opening time. Wire transfer instructions will be provided to the winning bidder by Ehlers after the tabulation of bids. The City reserves the right to award the Notes to a winning bidder whose wire transfer is initiated but not received by such time provided that such winning bidder's federal wire reference number has been received by such time. In the event the Deposit is not received as provided above, the City may award the Notes to the bidder submitting the next best bid provided such bidder agrees to such award. The Deposit will be retained by the City as liquidated damages if the bid is accepted and the Purchaser fails to comply therewith. The Deposit will be deducted from the purchase price at the closing for the Bonds.

We agree to the conditions and duties of Ehlers and Associates, Inc., as escrow holder of the Deposit, pursuant to the Notice of Sale. This bid is for prompt acceptance and is conditional upon delivery of said Notes to The Depository Trust Company, New York, New York, in accordance with the Notice of Sale. Delivery is anticipated to be on or about September 16, 2020.

This bid is subject to the City's agreement to enter into a written undertaking to provide continuing disclosure under Rule 15c2-12 promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934 as described in the Official Statement for the Notes.

We have received and reviewed the Official Statement, and any addenda thereto, and have submitted our requests for additional information or corrections to the Final Official Statement. As Syndicate Manager, we agree to provide the City with the reoffering price of the Notes within 24 hours of the bid acceptance.

This bid is a firm offer for the purchase of the Notes identified in the Notice of Sale, on the terms set forth in this bid form and the Notice of Sale, and is not subject to any conditions, except as permitted by the Notice of Sale.

By submitting this bid, we confirm that we are an underwriter and have an established industry reputation for underwriting new issuances of municipal bonds. YES: NO:

If the competitive sale requirements are not met, we elect to use the (circle one): 10% test / hold-the-offering-price rule to determine the issue price of the Notes.

Account Manager: Baird
Account Members: Syndicate

By: Geoff Kuczmariski

Award will be on a true interest cost basis. According to our computations (the correct computation being controlling in the award), the total dollar interest cost (including any discount or less any premium) computed from September 16, 2020 of the above bid is \$ 333,637.20 and the true interest cost (TIC) is 1.136298 %.

The foregoing offer is hereby accepted by and on behalf of the Common Council of the City of Wausau, Wisconsin, on August 25, 2020.

By: _____
Title: _____

By: _____
Title: _____

* Subsequent to bid opening the issue size was decreased to \$5,390,000.
Adjusted Price - \$5,632,040.68 Adjusted Net Interest Cost - \$341,551.00

Adjusted TIC - 1.1357%

EXHIBIT D-1

Pricing Summary

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

(See Attached)

City of Wausau, WI

\$5,390,000 General Obligation Promissory Notes, Series 2020D

Issue Summary

September 16, 2020 Winning Bidder: BAIRD

Pricing Summary

Maturity	Type of Bond	Coupon	Yield	Maturity Value	Price	YTM	Call Date	Call Price	Dollar Price
04/01/2021	Serial Coupo	2.000%	0.300%	325,000.00	100.919%	-	-	-	327,986.75
04/01/2022	Serial Coupo	2.000%	0.350%	435,000.00	102.534%	-	-	-	446,022.90
04/01/2023	Serial Coupo	2.000%	0.400%	555,000.00	104.041%	-	-	-	577,427.55
04/01/2024	Serial Coupo	2.000%	0.500%	550,000.00	105.259%	-	-	-	578,924.50
04/01/2025	Serial Coupo	2.000%	0.600%	560,000.00	106.263%	-	-	-	595,072.80
04/01/2026	Serial Coupo	2.000%	0.700%	575,000.00	107.053%	-	-	-	615,554.75
04/01/2027	Serial Coupo	2.000%	0.850%	585,000.00	107.302%	-	-	-	627,716.70
04/01/2028	Serial Coupo	2.000%	1.000%	600,000.00	106.316%	c 1.124%	04/01/2027	100.000%	637,896.00
04/01/2029	Serial Coupo	2.000%	1.050%	605,000.00	105.990%	c 1.258%	04/01/2027	100.000%	641,239.50
04/01/2030	Serial Coupo	2.000%	1.150%	600,000.00	105.341%	c 1.400%	04/01/2027	100.000%	632,046.00
Total	-	-	-	\$5,390,000.00	-	-	-	-	\$5,679,887.45

Bid Information

Par Amount of Bonds	\$5,390,000.00
Reoffering Premium or (Discount)	289,887.45
Gross Production	\$5,679,887.45
Total Underwriter's Discount (0.888%)	\$(47,846.77)
Bid (104.491%)	5,632,040.68
Total Purchase Price	\$5,632,040.68
Bond Year Dollars	\$29,179.58
Average Life	5.414 Years
Average Coupon	2.0000000%
Net Interest Cost (NIC)	1.1705136%
True Interest Cost (TIC)	1.1357106%

EXHIBIT D-2

Debt Service Schedule and Irrepealable Tax Levies

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

(See Attached)

City of Wausau, WI

\$5,390,000 General Obligation Promissory Notes, Series 2020D

Issue Summary

September 16, 2020 Winning Bidder: BAIRD

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
09/16/2020	-	-	-	-	-
04/01/2021	325,000.00	2.000%	58,391.68	383,391.68	-
10/01/2021	-	-	50,650.00	50,650.00	434,041.68
04/01/2022	435,000.00	2.000%	50,650.00	485,650.00	-
10/01/2022	-	-	46,300.00	46,300.00	531,950.00
04/01/2023	555,000.00	2.000%	46,300.00	601,300.00	-
10/01/2023	-	-	40,750.00	40,750.00	642,050.00
04/01/2024	550,000.00	2.000%	40,750.00	590,750.00	-
10/01/2024	-	-	35,250.00	35,250.00	626,000.00
04/01/2025	560,000.00	2.000%	35,250.00	595,250.00	-
10/01/2025	-	-	29,650.00	29,650.00	624,900.00
04/01/2026	575,000.00	2.000%	29,650.00	604,650.00	-
10/01/2026	-	-	23,900.00	23,900.00	628,550.00
04/01/2027	585,000.00	2.000%	23,900.00	608,900.00	-
10/01/2027	-	-	18,050.00	18,050.00	626,950.00
04/01/2028	600,000.00	2.000%	18,050.00	618,050.00	-
10/01/2028	-	-	12,050.00	12,050.00	630,100.00
04/01/2029	605,000.00	2.000%	12,050.00	617,050.00	-
10/01/2029	-	-	6,000.00	6,000.00	623,050.00
04/01/2030	600,000.00	2.000%	6,000.00	606,000.00	-
10/01/2030	-	-	-	-	606,000.00
Total	\$5,390,000.00	-	\$583,591.68	\$5,973,591.68	-

Yield Statistics

Bond Year Dollars	\$29,179.58
Average Life	5.414 Years
Average Coupon	2.0000000%
Net Interest Cost (NIC)	1.1705136%
True Interest Cost (TIC)	1.1357106%
Bond Yield for Arbitrage Purposes	0.8371325%
All Inclusive Cost (AIC)	1.2846478%

IRS Form 8038

Net Interest Cost	0.9498160%
Weighted Average Maturity	5.444 Years

(Form of Note)

REGISTERED UNITED STATES OF AMERICA DOLLARS
STATE OF WISCONSIN
MARATHON COUNTY
NO. R- _____ CITY OF WAUSAU \$ _____
GENERAL OBLIGATION PROMISSORY NOTE, SERIES 2020D

MATURITY DATE: ORIGINAL DATE OF ISSUE: INTEREST RATE: CUSIP:
April 1, _____ September 16, 2020 _____ % _____

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, 2021 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 Bond Trust Services Corporation, Roseville, Minnesota (the "Fiscal Agent") or any successor thereto at the close of business on the 15th day of the calendar month next preceding each 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 \$5,390,000, 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 various capital projects, including projects in the City's tax incremental districts, as authorized by a resolution adopted on August 25, 2020. Said resolution is recorded in the official minutes of the Common Council for said date.

The Notes maturing on April 1, 2028 and thereafter are subject to redemption prior to maturity, at the option of the City, on April 1, 2027 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.

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 irrevocable 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: _____
Katie Rosenberg
Mayor

(SEAL)

By: _____
Leslie M. Kremer
City Clerk

Date of Authentication: _____, _____

CERTIFICATE OF AUTHENTICATION

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

BOND TRUST SERVICES
CORPORATION,
ROSEVILLE, MINNESOTA

By _____
Authorized Signatory

COPY

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)

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

RESOLUTION OF THE FINANCE COMMITTEE

Authorizing the Issuance and Sale of \$6,625,000 of Taxable General Obligation Refunding Bonds, Series 2020E

Committee Action: Pending

Fiscal Impact: Net interest of \$723,753.41 over the fifteen year obligation TIC =1.3581%

File Number: 20-808

Date Introduced: August 25, 2020

WHEREAS, on August 12, 2020, the Common Council of the City of Wausau, Marathon County, Wisconsin (the "City") adopted a resolution (the "Set Sale Resolution"), providing for the sale of Taxable General Obligation Refunding Bonds, Series 2020E (the "Bonds") for the public purpose of refinancing the City's Taxable Note Anticipation Notes, Series 2017E, dated December 5, 2017 (the "Refunded Obligations") (hereinafter the refinancing of the Refunded Obligations shall be referred to as the "Refunding");

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 providing permanent financing for the projects financed by the Refunded Obligations;

WHEREAS, the City is authorized by the provisions of Section 67.04, Wisconsin Statutes, to borrow money and issue general obligation refunding bonds to refinance its outstanding obligations;

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

WHEREAS, pursuant to the Set Sale Resolution, the City has directed Ehlers & Associates, Inc. ("Ehlers") to take the steps necessary to sell the Bonds to pay the cost of 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 Bonds and indicating that the Bonds would be offered for public sale on August 25, 2020;

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 August 25, 2020;

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"); 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 1. Ratification of the Notice of Sale and Offering Materials. The Common Council 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 1A. Authorization and Award of the Bonds. For the purpose of paying the cost of the Refunding, there shall be borrowed pursuant to Section 67.04, Wisconsin Statutes, the principal sum of SIX MILLION SIX HUNDRED TWENTY-FIVE THOUSAND DOLLARS (\$6,625,000) from the Purchaser in accordance with the terms and conditions of the Proposal. 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. 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 applied in accordance with the Notice of Sale, 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 Refunding Bonds, Series 2020E"; shall be issued in the aggregate principal amount of \$6,625,000; shall be dated September 16, 2020; 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, 2021. 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, 2029 and thereafter are subject to redemption prior to maturity, at the option of the City, on April 1, 2028 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, at the principal amount thereof, plus accrued interest to the date of redemption.

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 2020 through 2034 for the payments due in the years 2021 through 2035 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 Refunding Bonds, Series 2020E, dated September 16, 2020" (the "Debt Service Fund Account") and such account shall be maintained until the indebtedness evidenced by the Bonds is fully paid or otherwise extinguished. There shall be deposited into 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 not used for the Refunding 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 not used for the Refunding 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 (the "Borrowed Money Fund") separate and distinct from all other funds of the City and disbursed solely for the purpose or purposes for which borrowed. 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 or 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 purpose(s) 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 Bond Trust Services Corporation, Roseville, Minnesota, which is hereby appointed as the City's registrar and fiscal agent pursuant to the provisions of Section 67.10(2), Wisconsin Statutes (the "Fiscal Agent"). The City hereby authorizes the Mayor and City Clerk or other appropriate officers of the City to enter a Fiscal Agency Agreement between the City and the Fiscal Agent. Such contract may provide, among other things, for the performance by the Fiscal Agent of the functions listed in Wis. Stats. Sec. 67.10(2)(a) to (j), where applicable, with respect to the Bonds.

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 15th day of the 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, which the City Clerk or other authorized representative of the City is authorized and directed to execute and deliver to DTC on behalf of the City to the extent an effective Blanket Issuer Letter of Representations is not presently 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 Old National Bank 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 or final Official Statement are hereby ratified and approved. In connection with the Closing, the appropriate City official shall certify the Preliminary Official Statement and any addenda or final Official Statement. The City Clerk shall cause copies of the Preliminary Official Statement and any addenda or final Official Statement 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. Redemption of the Refunded Obligations. The Refunded Obligations are hereby called for prior payment and redemption on October 1, 2020 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 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. Any and 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 17. 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 18. 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 19. 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 August 25, 2020.

Katie Rosenberg
Mayor

ATTEST:

Leslie M. Kremer
City Clerk

(SEAL)

EXHIBIT A

Notice of Sale

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

(See Attached)

NOTICE OF SALE

\$6,740,000* TAXABLE GENERAL OBLIGATION REFUNDING BONDS, SERIES 2020E CITY OF WAUSAU, WISCONSIN

Bids for the purchase of \$6,740,000* Taxable General Obligation Refunding Bonds, Series 2020E (the "Bonds") of the City of Wausau, Wisconsin (the "City") will be received at the offices of Ehlers and Associates, Inc. ("Ehlers"), 3060 Centre Pointe Drive, Roseville, Minnesota 55113-1105, municipal advisors to the City, until 10:00 A.M., Central Time, and **ELECTRONIC PROPOSALS** will be received via **PARITY**, in the manner described below, until 10:00 A.M. Central Time, on August 25, 2020, at which time they will be opened, read and tabulated. The bids will be presented to the Common Council for consideration for award by resolution at a meeting to be held at 7:00 P.M., Central Time, on the same date. The bid offering to purchase the Bonds upon the terms specified herein and most favorable to the City will be accepted unless all bids are rejected.

PURPOSE

The Bonds are being issued pursuant to Section 67.04, Wisconsin Statutes, for the public purpose of refunding certain obligations of the City. The Bonds are general obligations of the City, and all the taxable property in the City is subject to the levy of a tax to pay the principal of and interest on the Bonds as they become due which tax may, under current law, be levied without limitation as to rate or amount.

DATES AND MATURITIES

The Bonds will be dated September 16, 2020, will be issued as fully registered Bonds in the denomination of \$5,000 each, or any integral multiple thereof, and will mature on April 1 as follows:

<u>Year</u>	<u>Amount*</u>	<u>Year</u>	<u>Amount*</u>	<u>Year</u>	<u>Amount*</u>
2021	\$405,000	2026	\$430,000	2031	\$470,000
2022	410,000	2027	435,000	2032	475,000
2023	415,000	2028	445,000	2033	490,000
2024	420,000	2029	450,000	2034	500,000
2025	425,000	2030	460,000	2035	510,000

ADJUSTMENT OPTION

* The City reserves the right to increase or decrease the principal amount of the Bonds on the day of sale, in increments of \$5,000 each. Increases or decreases may be made in any maturity. If any principal amounts are adjusted, the purchase price proposed will be adjusted to maintain the same gross spread per \$1,000.

TERM BOND OPTION

Bids for the Bonds may contain a maturity schedule providing for any combination of serial bonds and term bonds, subject to mandatory redemption, so long as the amount of principal maturing or subject to mandatory redemption in each year conforms to the maturity schedule set forth above. All dates are inclusive.

INTEREST PAYMENT DATES AND RATES

Interest will be payable on April 1 and October 1 of each year, commencing April 1, 2021, to the registered owners of the Bonds appearing of record in the bond register as of the close of business on the 15th day (whether or not a business day) of the immediately preceding month. Interest will be computed upon the basis of a 360-day year of twelve 30-day months and will be rounded pursuant to rules of the Municipal Securities Rulemaking Board. All Bonds of the same maturity must bear interest from date of issue until paid at a single, uniform rate. Each rate must be expressed in an integral multiple of 5/100 or 1/8 of 1%.

BOOK-ENTRY-ONLY FORMAT

Unless otherwise specified by the purchaser, the Bonds will be designated in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York ("DTC"). DTC will act as securities depository for the Bonds, and will be responsible for maintaining a book-entry system for recording the interests of its participants and the transfers of interests between its participants. The participants will be responsible for maintaining records regarding the beneficial interests of the individual purchasers of the Bonds. So long as Cede & Co. is the registered owner of the Bonds, all payments of principal and interest will be made to the depository which, in turn, will be obligated to remit such payments to its participants for subsequent disbursement to the beneficial owners of the Bonds.

PAYING AGENT

The City has selected Bond Trust Services Corporation, Roseville, Minnesota, to act as paying agent (the "Paying Agent"). Bond Trust Services Corporation and Ehlers are affiliate companies. The City will pay the charges for Paying Agent services. The City reserves the right to remove the Paying Agent and to appoint a successor.

OPTIONAL REDEMPTION

At the option of the City, the Bonds maturing on or after April 1, 2029 shall be subject to optional redemption prior to maturity on April 1, 2028 or any date thereafter, at a price of par plus accrued interest.

Redemption may be in whole or in part of the Bonds subject to prepayment. If redemption is in part, the selection of the amounts and maturities of the Bonds to be redeemed shall be at the discretion of the City. If only part of the Bonds having a common maturity date are called for redemption, then the City or Paying Agent, if any, will notify DTC of the particular amount of such maturity to be redeemed. DTC will determine by lot the amount of each participant's interest in such maturity to be redeemed and each participant will then select by lot the beneficial ownership interest in such maturity to be redeemed.

Notice of such call shall be given by sending a notice by registered or certified mail, facsimile or electronic transmission, overnight delivery service or in any other manner required by DTC, not less than 30 days nor more than 60 days prior to the date fixed for redemption to the registered owner of each Bond to be redeemed at the address shown on the registration books.

DELIVERY

On or about September 16, 2020, the Bonds will be delivered without cost to the winning bidder at DTC. On the day of closing, the City will furnish to the winning bidder the opinion of bond counsel hereinafter described, an arbitrage certification, and certificates verifying that no litigation in any manner questioning the validity of the Bonds is then pending or, to the best knowledge of officers of the City, threatened. Payment for the Bonds must be received by the City at its designated depository on the date of closing in immediately available funds.

LEGAL MATTERS

An opinion as to the validity of the Bonds will be furnished by Quarles & Brady LLP, of Milwaukee, Wisconsin, bond counsel to the City. The legal opinion will be issued on the basis of existing law and will state that the Bonds are valid and binding general obligations of the City; provided that the rights of the owners of the Bonds and the enforceability of the Bonds may be limited by bankruptcy, insolvency, reorganization, moratorium, and other similar laws affecting creditors' rights and by equitable principles (which may be applied in either a legal or equitable proceeding). (See "FORM OF LEGAL OPINION" found in Appendix B of the Official Statement).

Quarles & Brady LLP has also been retained by the City to serve as Disclosure Counsel to the City with respect to the Bonds. Although, as Disclosure Counsel to the City, Quarles & Brady LLP has assisted the City with certain disclosure matters, Quarles & Brady LLP has not undertaken to independently verify the accuracy, completeness or sufficiency of this Official Statement or other offering material relating to the Bonds and assumes no responsibility whatsoever nor shall have any liability to any other party for the statements or information contained or incorporated by reference in this Official Statement. Further, Quarles & Brady LLP makes no representation as to the suitability of the Bonds for any investor.

SUBMISSION OF BIDS

Bids must not be for less than \$6,655,750, nor more than \$7,144,400, plus accrued interest on the principal sum of \$6,740,000 from date of original issue of the Bonds to date of delivery. Prior to the time established above for the opening of bids, interested parties may submit a bid as follows:

- 1) Electronically to bondsale@ehlers-inc.com; or
- 2) Electronically via **PARITY** in accordance with this Notice of Sale until 10:00 A.M. Central Time, but no bid will be received after the time for receiving bids specified above. To the extent any instructions or directions set forth in **PARITY** conflict with this Notice of Sale, the terms of this Notice of Sale shall control. For further information about **PARITY**, potential bidders may contact Ehlers or i-Deal LLC at 1359 Broadway, 2nd Floor, New York, New York 10018, Telephone (212) 849-5021.

Bids must be submitted to Ehlers via one of the methods described above and must be received prior to the time established above for the opening of bids. Each bid must be unconditional except as to legality. Neither the City nor Ehlers shall be responsible for any failure to receive a facsimile submission.

A good faith deposit ("Deposit") in the amount of \$134,800 shall be made by the winning bidder by wire transfer of funds. Such Deposit shall be received by Ehlers no later than two hours after the bid opening time. Wire transfer instructions will be provided to the winning bidder by Ehlers after the tabulation of bids. The City reserves the right to award the Bonds to a winning bidder whose wire transfer is initiated but not received by such time provided that such winning bidder's federal wire reference number has been received by such time. In the event the Deposit is not received as provided above, the City may award the Bonds to the bidder submitting the next best bid provided such bidder agrees to such award. The Deposit will be retained by the City as liquidated damages if the bid is accepted and the Purchaser fails to comply therewith. The Deposit will be deducted from the purchase price at the closing for the Bonds.

The City and the winning bidder who chooses to so wire the Deposit hereby agree irrevocably that Ehlers shall be the escrow holder of the Deposit wired to such account subject only to these conditions and duties: 1) All income earned thereon shall be retained by the escrow holder as payment for its expenses; 2) If the bid is not accepted, Ehlers shall, at its expense, promptly return the Deposit amount to the winning bidder; 3) If the bid is accepted, the Deposit shall be returned to the winning bidder at the closing; 4) Ehlers shall bear all costs of maintaining the escrow account and returning the funds to the winning bidder; 5) Ehlers shall not be an insurer of the Deposit amount and shall have no liability hereunder except if it willfully fails to perform or recklessly disregards, its duties specified herein; and 6) FDIC insurance on deposits within the escrow account shall be limited to \$250,000 per bidder.

No bid can be withdrawn after the time set for receiving bids unless the meeting of the City scheduled for award of the Bonds is adjourned, recessed, or continued to another date without award of the Bonds having been made.

AWARD

The Bonds will be awarded to the bidder offering the lowest interest rate to be determined on a True Interest Cost (TIC) basis. The City's computation of the interest rate of each bid, in accordance with customary practice, will be controlling. In the event of a tie, the sale of the Bonds will be awarded by lot. The City reserves the right to reject any and all bids and to waive any informality in any bid.

BOND INSURANCE

If the Bonds are qualified for any bond insurance policy, the purchase of such policy shall be at the sole option and expense of the winning bidder. Any cost for such insurance policy is to be paid by the winning bidder, except that, if the City requested and received a rating on the Bonds from a rating agency, the City will pay that rating fee. Any rating agency fees not requested by the City are the responsibility of the winning bidder.

Failure of the municipal bond insurer to issue the policy after the Bonds are awarded to the winning bidder shall not constitute cause for failure or refusal by the winning bidder to accept delivery of the Bonds.

CUSIP NUMBERS

The City will assume no obligation for the assignment or printing of CUSIP numbers on the Bonds or for the correctness of any numbers printed thereon, but will permit such numbers to be printed at the expense of the winning bidder, if the winning bidder waives any delay in delivery occasioned thereby.

NON-QUALIFIED TAX-EXEMPT OBLIGATIONS

The City will NOT designate the Bonds as "qualified tax-exempt obligations" pursuant to Section 265 of the Internal Revenue Code of 1986, as amended, which permits financial institutions to deduct interest expenses allocable to the Bonds to the extent permitted under prior law.

CONTINUING DISCLOSURE

In order to assist the Underwriters in complying with the provisions of Rule 15c2-12 promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934 the City will enter into an undertaking for the benefit of the holders of the Bonds. A description of the details and terms of the undertaking is set forth in Appendix D of the Official Statement.

OFFICIAL STATEMENT

Bidders may obtain a copy of the Official Statement relating to the Bonds prior to the bid opening by request from Ehlers at www.ehlers-inc.com by connecting to the Bond Sales link. The Syndicate Manager will be provided with an electronic copy of the Final Official Statement within seven business days of the bid acceptance. Up to 10 printed copies of the Final Official Statement will be provided upon request. Additional copies of the Final Official Statement will be available at a cost of \$10.00 per copy.

Information for bidders and bid forms may be obtained from Ehlers at 3060 Centre Pointe Drive, Roseville, Minnesota 55113-1105, Telephone (651) 697-8500.

By Order of the Common Council

Maryanne Groat, Finance Director / Treasurer
City of Wausau, Wisconsin

EXHIBIT B

Bid Tabulation

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

(See Attached)



BID TABULATION

\$6,740,000* Taxable General Obligation Refunding Bonds, Series 2020E

City of Wausau, Wisconsin

SALE: August 25, 2020

AWARD: PIPER SANDLER & CO.

Rating: Moody's Investor's Service "Aa3"

Taxable - Non-Bank Qualified

NAME OF BIDDER	MATURITY (April 1)	RATE	REOFFERING YIELD	PRICE	NET INTEREST COST	TRUE INTEREST RATE
PIPER SANDLER & CO. Chicago, Illinois	2021	0.250%	0.250%	\$6,768,766.80	\$723,753.41	1.3581%
	2022	0.300%	0.300%			
	2023	0.400%	0.400%			
	2024	1.500%	0.450%			
	2025	1.500%	0.600%			
	2026	1.500%	0.750%			
	2027	0.900%	0.900%			
	2028	1.050%	1.050%			
	2029	1.200%	1.200%			
	2030	1.300%	1.300%			
	2031	1.400%	1.400%			
	2032	1.500%	1.500%			
	2033	1.600%	1.600%			
2034	1.700%	1.700%				
2035	1.750%	1.750%				

* Subsequent to bid opening the issue size was decreased to \$6,625,000.

Adjusted Price - \$6,653,945.83

Adjusted Net Interest Cost - \$702,235.42

Adjusted TIC - 1.3522%

BANKERS' BANK Madison, Wisconsin				\$6,719,780.00	\$766,093.02	1.4388%
BOK FINANCIAL SECURITIES, INC. Milwaukee, Wisconsin				\$6,839,663.75	\$798,336.35	1.4957%
BAIRD Milwaukee, Wisconsin				\$6,710,623.10	\$812,088.05	1.5340%
NORTHLAND SECURITIES, INC. Minneapolis, Minnesota				\$6,683,317.40	\$812,836.25	1.5377%
INTL FCSTONE FINANCIAL INC. Mobile, Alabama				\$6,679,463.35	\$841,764.57	1.5923%

EXHIBIT C

Winning Bid

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

(See Attached)

BID FORM

The Common Council
City of Wausau, Wisconsin

August 25, 2020

RE: \$6,740,000* Taxable General Obligation Refunding Bonds, Series 2020E (the "Bonds")
DATED: September 16, 2020

For all or none of the above Bonds, in accordance with the Notice of Sale and terms of the Global Book-Entry System (unless otherwise specified by the Purchaser) as stated in this Official Statement, we will pay you \$ 6,768,766.80 (not less than \$6,655,750 nor more than \$7,114,400) plus accrued interest to date of delivery for fully registered Bonds bearing interest rates and maturing in the stated years as follows:

<u>0.25</u>	% due	2021	<u>1.50</u>	% due	2026	<u>1.40</u>	% due	2031
<u>0.30</u>	% due	2022	<u>0.90</u>	% due	2027	<u>1.50</u>	% due	2032
<u>0.40</u>	% due	2023	<u>1.05</u>	% due	2028	<u>1.60</u>	% due	2033
<u>1.50</u>	% due	2024	<u>1.20</u>	% due	2029	<u>1.70</u>	% due	2034
<u>1.50</u>	% due	2025	<u>1.30</u>	% due	2030	<u>1.75</u>	% due	2035

* The City reserves the right to increase or decrease the principal amount of the Bonds on the day of sale, in increments of \$5,000 each. Increases or decreases may be made in any maturity. If any principal amounts are adjusted, the purchase price proposed will be adjusted to maintain the same gross spread per \$1,000.

All Bonds of the same maturity must bear interest from date of issue until paid at a single, uniform rate. Each rate must be expressed in an integral multiple of 5/100 or 1/8 of 1%.

A good faith deposit ("Deposit") in the amount of \$134,800 shall be made by the winning bidder by wire transfer of funds. Such Deposit shall be received by Ehlers no later than two hours after the bid opening time. Wire transfer instructions will be provided to the winning bidder by Ehlers after the tabulation of bids. The City reserves the right to award the Bonds to a winning bidder whose wire transfer is initiated but not received by such time provided that such winning bidder's federal wire reference number has been received by such time. In the event the Deposit is not received as provided above, the City may award the Bonds to the bidder submitting the next best bid provided such bidder agrees to such award. The Deposit will be retained by the City as liquidated damages if the bid is accepted and the Purchaser fails to comply therewith. We agree to the conditions and duties of Ehlers and Associates, Inc., as escrow holder of the Deposit, pursuant to the Notice of Sale. The Deposit will be deducted from the purchase price at the closing for the Bonds. This bid is for prompt acceptance and is conditional upon delivery of said Bonds to The Depository Trust Company, New York, New York, in accordance with the Notice of Sale. Delivery is anticipated to be on or about September 16, 2020.

This bid is subject to the City's agreement to enter into a written undertaking to provide continuing disclosure under Rule 15c2-12 promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934 as described in the Official Statement for the Bonds.

We have received and reviewed the Official Statement, and any addenda thereto, and have submitted our requests for additional information or corrections to the Final Official Statement. As Syndicate Manager, we agree to provide the City with the reoffering price of the Bonds within 24 hours of the bid acceptance.

This bid is a firm offer for the purchase of the Bonds identified in the Notice of Sale, on the terms set forth in this bid form and the Notice of Sale, and is not subject to any conditions, except as permitted by the Notice of Sale.

By submitting this bid, we confirm that we are an underwriter and have an established industry reputation for underwriting new issuances of municipal bonds. YES: NO:

Account Manager: Piper Sandler & Co.
Account Members: Alone

By: 

Award will be on a true interest cost basis. According to our computations (the correct computation being controlling in the award), the total dollar interest cost (including any discount or less any premium) computed from September 16, 2020 of the above bid is \$ 723,753.41 and the true interest cost (TIC) is 1.358163 %.

The foregoing offer is hereby accepted by and on behalf of the Common Council of the City of Wausau, Wisconsin, on August 25, 2020.

By: _____ By: _____
Title: _____ Title: _____

* Subsequent to bid opening the issue size was decreased to \$6,625,000.
Adjusted Price - \$6,653,945.83 Adjusted Net Interest Cost - \$702,235.42 Adjusted TIC - 1.3522%

EXHIBIT D-1

Pricing Summary

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

(See Attached)

City of Wausau, WI

\$6,625,000 Taxable General Obligation Refunding Bonds, Series 2020E

SINGLE PURPOSE

September 16, 2020 Winning Bidder: Piper Sandler & Co.

Pricing Summary

Maturity	Type of Bond	Coupon	Yield	Maturity Value	Price	Dollar Price
04/01/2021	Serial Coupon	0.250%	0.250%	405,000.00	100.000%	405,000.00
04/01/2022	Serial Coupon	0.300%	0.300%	410,000.00	100.000%	410,000.00
04/01/2023	Serial Coupon	0.400%	0.400%	415,000.00	100.000%	415,000.00
04/01/2024	Serial Coupon	1.500%	0.450%	415,000.00	103.685%	430,292.75
04/01/2025	Serial Coupon	1.500%	0.600%	425,000.00	104.026%	442,110.50
04/01/2026	Serial Coupon	1.500%	0.750%	430,000.00	104.063%	447,470.90
04/01/2027	Serial Coupon	0.900%	0.900%	435,000.00	100.000%	435,000.00
04/01/2028	Serial Coupon	1.050%	1.050%	440,000.00	100.000%	440,000.00
04/01/2029	Serial Coupon	1.200%	1.200%	445,000.00	100.000%	445,000.00
04/01/2030	Serial Coupon	1.300%	1.300%	450,000.00	100.000%	450,000.00
04/01/2031	Serial Coupon	1.400%	1.400%	455,000.00	100.000%	455,000.00
04/01/2032	Serial Coupon	1.500%	1.500%	465,000.00	100.000%	465,000.00
04/01/2033	Serial Coupon	1.600%	1.600%	470,000.00	100.000%	470,000.00
04/01/2034	Serial Coupon	1.700%	1.700%	480,000.00	100.000%	480,000.00
04/01/2035	Serial Coupon	1.750%	1.750%	485,000.00	100.000%	485,000.00
Total	-	-	-	\$6,625,000.00	-	\$6,674,874.15

Bid Information

Par Amount of Bonds	\$6,625,000.00
Reoffering Premium or (Discount)	49,874.15
Gross Production	\$6,674,874.15
Total Underwriter's Discount (0.316%)	\$(20,928.32)
Bid (100.437%)	6,653,945.83
Total Purchase Price	\$6,653,945.83
Bond Year Dollars	\$51,558.54
Average Life	7.782 Years
Average Coupon	1.4181574%
Net Interest Cost (NIC)	1.3620157%
True Interest Cost (TIC)	1.3522120%

EXHIBIT D-2

Debt Service Schedule and Irrepealable Tax Levies

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

(See Attached)

City of Wausau, WI

\$6,625,000 Taxable General Obligation Refunding Bonds, Series 2020E

SINGLE PURPOSE

September 16, 2020 Winning Bidder: Piper Sandler & Co.

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
09/16/2020	-	-	-	-	-
04/01/2021	405,000.00	0.250%	43,436.25	448,436.25	-
10/01/2021	-	-	39,588.75	39,588.75	488,025.00
04/01/2022	410,000.00	0.300%	39,588.75	449,588.75	-
10/01/2022	-	-	38,973.75	38,973.75	488,562.50
04/01/2023	415,000.00	0.400%	38,973.75	453,973.75	-
10/01/2023	-	-	38,143.75	38,143.75	492,117.50
04/01/2024	415,000.00	1.500%	38,143.75	453,143.75	-
10/01/2024	-	-	35,031.25	35,031.25	488,175.00
04/01/2025	425,000.00	1.500%	35,031.25	460,031.25	-
10/01/2025	-	-	31,843.75	31,843.75	491,875.00
04/01/2026	430,000.00	1.500%	31,843.75	461,843.75	-
10/01/2026	-	-	28,618.75	28,618.75	490,462.50
04/01/2027	435,000.00	0.900%	28,618.75	463,618.75	-
10/01/2027	-	-	26,661.25	26,661.25	490,280.00
04/01/2028	440,000.00	1.050%	26,661.25	466,661.25	-
10/01/2028	-	-	24,351.25	24,351.25	491,012.50
04/01/2029	445,000.00	1.200%	24,351.25	469,351.25	-
10/01/2029	-	-	21,681.25	21,681.25	491,032.50
04/01/2030	450,000.00	1.300%	21,681.25	471,681.25	-
10/01/2030	-	-	18,756.25	18,756.25	490,437.50
04/01/2031	455,000.00	1.400%	18,756.25	473,756.25	-
10/01/2031	-	-	15,571.25	15,571.25	489,327.50
04/01/2032	465,000.00	1.500%	15,571.25	480,571.25	-
10/01/2032	-	-	12,083.75	12,083.75	492,655.00
04/01/2033	470,000.00	1.600%	12,083.75	482,083.75	-
10/01/2033	-	-	8,323.75	8,323.75	490,407.50
04/01/2034	480,000.00	1.700%	8,323.75	488,323.75	-
10/01/2034	-	-	4,243.75	4,243.75	492,567.50
04/01/2035	485,000.00	1.750%	4,243.75	489,243.75	-
10/01/2035	-	-	-	-	489,243.75
Total	\$6,625,000.00	-	\$731,181.25	\$7,356,181.25	-

Yield Statistics

Bond Year Dollars	\$51,558.54
Average Life	7.782 Years
Average Coupon	1.4181574%
Net Interest Cost (NIC)	1.3620157%
True Interest Cost (TIC)	1.3522120%
Bond Yield for Arbitrage Purposes	1.3090491%
All Inclusive Cost (AIC)	1.4454220%

IRS Form 8038

Net Interest Cost	1.3155890%
Weighted Average Maturity	7.759 Years

EXHIBIT E

(Form of Bond)

REGISTERED UNITED STATES OF AMERICA DOLLARS
STATE OF WISCONSIN
MARATHON COUNTY
NO. R-____ CITY OF WAUSAU \$_____
TAXABLE GENERAL OBLIGATION REFUNDING BOND, SERIES 2020E

MATURITY DATE: ORIGINAL DATE OF ISSUE: INTEREST RATE: CUSIP:
April 1, _____ September 16, 2020 _____% _____

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, 2021 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 Bond Trust Services Corporation, Roseville, Minnesota (the "Fiscal Agent") or any successor thereto at the close of business on the 15th day of the calendar month next preceding each 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 \$6,625,000, 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 refunding certain obligations of the City, as authorized by a resolution adopted on August 25, 2020. Said resolution is recorded in the official minutes of the Common Council for said date.

The Bonds maturing on April 1, 2029 and thereafter are subject to redemption prior to maturity, at the option of the City, on April 1, 2028 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.

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: _____
Katie Rosenberg
Mayor

(SEAL)

By: _____
Leslie M. Kremer
City Clerk

Date of Authentication: _____, _____

CERTIFICATE OF AUTHENTICATION

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

BOND TRUST SERVICES
CORPORATION,
ROSEVILLE, MINNESOTA

By _____
Authorized Signatory

COPY

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

NOTICE OF FULL CALL*

CITY OF WAUSAU
MARATHON COUNTY, WISCONSIN
TAXABLE NOTE ANTICIPATION NOTES, SERIES 2017E
DATED DECEMBER 5, 2017

NOTICE IS HEREBY GIVEN that the Notes of the above-referenced issue which mature on the date and in the amount; bears interest at the rate; and has a CUSIP No. as set forth below has been called for prior payment on October 1, 2020 at a redemption price equal to 100% of the principal amount thereof plus accrued interest to the date of prepayment:

<u>Maturity Date</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>CUSIP No.</u>
04/01/2022	\$6,600,000	3.00%	9433343A8

Upon presentation and surrender of said Notes to Bond Trust Services Corporation, Roseville, Minnesota, the registrar and fiscal agent for said Notes, the registered owners thereof will be paid the principal amount of the Notes plus accrued interest to the date of prepayment.

Said Notes will cease to bear interest on October 1, 2020.

By Order of the
Common Council
City of Wausau
City Clerk

Dated _____

* To be provided to Bond Trust Services Corporation at least thirty-five (35) days prior to October 1, 2020. The registrar and fiscal agent shall be directed to give notice of such prepayment by registered or certified mail, overnight express delivery, facsimile transmission, electronic transmission or in any other manner required by The Depository Trust Company to The Depository Trust Company, Attn: Supervisor, Call Notification Department, 570 Washington Blvd., Jersey City, NJ 07310, not less than thirty (30) days nor more than sixty (60) days prior to October 1, 2020 and to the MSRB electronically through the Electronic Municipal Market Access (EMMA) System website at www.emma.msrb.org.

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

RESOLUTION OF THE FINANCE COMMITTEE

Approving 4th Amendment to Development Agreement and First Amendment to Ground Lease with Van-Smiling Eyes, LLC

Committee Action: Pending

Fiscal Impact:

File Number: 14-1014

Date Introduced: August 25, 2020

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>Budget Source:</i>
	<i>One-time Costs:</i>	Yes <input type="checkbox"/> No <input type="checkbox"/>	<i>Amount:</i>
	<i>Recurring Costs:</i>	Yes <input type="checkbox"/> No <input type="checkbox"/>	<i>Amount:</i>
SOURCE	<i>Fee Financed:</i>	Yes <input type="checkbox"/> No <input type="checkbox"/>	<i>Amount:</i>
	<i>Grant Financed:</i>	Yes <input type="checkbox"/> No <input type="checkbox"/>	<i>Amount:</i>
	<i>Debt Financed:</i>	Yes <input type="checkbox"/> No <input type="checkbox"/>	<i>Amount</i> <i>Annual Retirement</i>
	<i>TID Financed:</i>	Yes <input type="checkbox"/> No <input type="checkbox"/>	<i>Amount:</i>
	<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, the City and Van-Smiling Eyes, LLC (“Tenant”), entered into a Development Agreement dated December 28, 2015; and

WHEREAS, pursuant to that Development Agreement, the City and Tenant entered into a Ground Lease on May 9, 2016, for the lease of certain property on the riverfront, upon which was constructed a family restaurant and entertainment facility, Wausau on Water (“WOW”); and

WHEREAS, the parties agree to amend certain terms of the Development Agreement and Ground Lease with respect to the location and maintenance of a dumpster area; consent by Tenant and its lender to the City’s East Riverfront Declarations, pursuant to which the Tenant will become responsible for certain assessments attributable to the premises; offset of assessments by any base rent paid by the Tenant under the Ground Lease on a calendar year basis; and cap on all assessments and BID payments of \$16,000 annually.

NOW THEREFORE BE IT RESOLVED that the Common Council of the City of Wausau does hereby approve the Fourth Amendment to the Development Agreement and First Amendment to Ground Lease with Van-Smiling Eyes, LLC, in the form attached hereto and authorizes and directs the proper City officials to execute the Amendments.

Approved:

Katie Rosenberg, Mayor

**FOURTH AMENDMENT TO DEVELOPMENT AGREEMENT
AND FIRST AMENDMENT TO GROUND LEASE**

THIS FOURTH AMENDMENT TO DEVELOPMENT AGREEMENT AND FIRST AMENDMENT TO GROUND LEASE (this "Amendment") is made effective as of the 26th day of August, 2020 (the "Effective Date"), by and between the **City of Wausau, Wisconsin**, a Wisconsin municipal corporation (the "City") and **Van-Smiling Eyes, LLC**, a Wisconsin limited liability company (d/b/a "Wausau on Water") ("Tenant").

RECITALS

WHEREAS, the City and Tenant entered into that certain Development Agreement dated as of December 28, 2015 (as amended to date, the "Development Agreement"); and

WHEREAS, pursuant to the Development Agreement, the City and Tenant entered into that certain Ground Lease dated as of May 9, 2016 (the "Ground Lease") with respect to the real property located in the City of Wausau, County of Marathon, State of Wisconsin, described on the attached Exhibit A (the "Premises"); and

WHEREAS, the parties hereto now desire to amend certain terms of the Development Agreement and Ground Lease (capitalized terms which are not otherwise defined herein shall be deemed to have the same meanings herein as are ascribed to such terms in the Development Agreement or the Ground Lease, as the case may be).

NOW, THEREFORE, in consideration of the foregoing, and other valuable consideration, effective as of the Effective Date, the parties hereto agree as follows:

1. Dumpster Area. The City and Tenant agree that the location of the Dumpster Area and the design of the enclosure for the Dumpster Area shall be substantially in conformity with the diagrams attached hereto as Exhibit B. Tenant agrees that it shall be responsible for obtaining (at its expense) a dumpster service provider and obtaining frequent enough pickup service in order to comply with the requirements of Section 1.7 of the Ground Lease (as amended by this Amendment). The second sentence of Section 1.7 of the Ground Lease is hereby amended and restated in its entirety as follows: "Tenant shall use the Dumpster Area in accordance with all applicable laws and ordinances from time-to-time in effect (including, without limitation, the City's zoning code and building code), and Tenant shall keep Tenant's portion of the Dumpster Area in a reasonably clean and orderly condition." Tenant agrees to complete reasonable routine maintenance of the Dumpster Area enclosure, but the City shall be responsible, at the City's expense, for major repairs or replacement thereof; provided, however, that Tenant shall reimburse the City for damage beyond normal wear and tear caused by Tenant, Tenant's employees, or Tenant's dumpster service provider. Tenant understands that the City does not intend that the Dumpster Area will be within the common areas of the Riverfront Declaration. Tenant's use of the Dumpster Area shall be included in the Tenant's indemnification provisions in Section 5.4 of the Ground Lease and covered by the insurance required under Section 5.2 of the Ground Lease.

2. Consent to Riverfront Declaration. Tenant hereby consents to the City entering into the Riverfront Declaration in a form substantially similar to the form attached hereto as Exhibit C. Commencing on January 1, 2022, Tenant shall be responsible for all assessments attributable to the Premises pursuant to the terms of the Riverfront Declaration. Notwithstanding anything in Section 20 of the Ground Lease to the contrary, during the term of the Ground Lease and so long as Tenant is not in default under the Development Agreement or the Ground Lease (beyond any applicable notice and cure period), the City agrees not to unilaterally amend the Riverfront Declaration (in its capacity as declarant

of the Riverfront Declaration) in a way that materially and negatively impacts Tenant's use of the Premises without obtaining Tenant's prior consent, which consent shall not be unreasonably withheld, delayed or conditioned.

3. Base Rent Offset of Riverfront Declaration Assessments; Annual Cap on Certain Assessments. Notwithstanding Tenant's obligation to pay for assessments attributable to the Premises, on a calendar year basis, all assessments attributable to the Premises under the Riverfront Declaration shall be offset, dollar-for-dollar, by any Base Rent paid by Tenant under the Ground Lease during that calendar year (the "Base Rent Offset"). Additionally, with respect to Regular Assessments, Special Assessments and Zone Specific Assessments (as those terms are defined in the Riverfront Declaration) as well as any required payments by Tenant to the BID (as that term is defined in the Riverfront Declaration) ("BID Payments"), on a calendar year basis, the cumulative sum of Tenant's responsibility for all such assessments and BID Payments shall not exceed \$16,000.00 (the "Annual Assessment Cap"). Tenant shall bear the responsibility of providing the City with reasonable evidence of such BID Payments. Reimbursement Assessments (as that term is defined in the Riverfront Declaration) shall not be subject to the Annual Assessment Cap, but shall be subject to the Base Rent Offset set forth above; provided, however, that the City hereby acknowledges and agrees that Reimbursement Assessments pursuant to a reservation or exclusive use of a portion of the Common Areas (as defined in the Riverfront Declaration) as described in the second sentence of Section 7.6 of the Riverfront Declaration will be assessed only if such reservation or exclusive use was requested by Tenant or Tenant otherwise causes such exclusive use for itself. From time to time, at the City's option upon written notice to Tenant, the City may adjust the Annual Assessment Cap based on increases since the year 2022 in the consumer price index (using a reasonable published CPI rate selected by the City). The list at the end of the second sentence of Section 15.4 of the Ground Lease is hereby amended to add the following third item: "and (iii) Leasehold Mortgagee or its designee shall be afforded the same Base Rent Offset and Annual Assessment Cap as Tenant."

4. Lender Consent. Tenant shall use commercially reasonable efforts to promptly obtain a consent to this Amendment from each of its mortgage lenders with a mortgage on Tenant's leasehold interest in the Premises in the form attached hereto or in a form otherwise reasonably acceptable to the City; provided, however, that Tenant understands and agrees that the City's request for such written consent from Tenant's lender(s) shall not modify the terms and conditions of the Ground Lease, including, without limitation, Section 20 of the Ground Lease (as modified by this Amendment).

5. Reaffirmation of Development Agreement and Ground Lease. The Development Agreement and the Ground Lease, both as modified by this Amendment, remain in full force and effect, and all terms of the Development Agreement and the Ground Lease, as modified hereby, are hereby ratified and reaffirmed. The provisions of the Development Agreement and the Ground Lease not affected by this Amendment remain in full force and effect.

6. Representations and Warranties of Tenant. Tenant hereby represents and warrants to the City that:

a. After giving effect to this Amendment, all of the representations and warranties made by Tenant in the Development Agreement and the Development Agreement and the Ground Lease are true and accurate in all material respects on the Effective Date of this Amendment, and no event of default under the Development Agreement or the Ground Lease has occurred and is continuing as of the Effective Date of this Amendment.

b. The making, execution and delivery of this Amendment, and performance of and compliance with the terms of the Development Agreement and the Ground Lease, as amended, have been

duly authorized by all necessary action of Tenant. This Amendment is the valid and binding obligation of Tenant, enforceable against Tenant in accordance with its terms.

7. **Miscellaneous**. If any provision of this Amendment or the application thereof to any person or circumstance is or shall be deemed illegal, invalid or unenforceable, the remaining provisions of this Amendment shall remain in full force and effect and this Amendment shall be interpreted as if such illegal, invalid or unenforceable provision did not exist. This Amendment may be executed in multiple counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. The parties agree that faxed and electronically scanned signatures shall be binding on all parties. This Amendment shall be governed in all respects by the laws of the State of Wisconsin.

[Signature and Consent Pages Follow]

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

TENANT:

VAN-SMILING EYES, LLC

By: _____
William M. Greenwood, Member

By: _____
Julie A. Greenwood, Member

THE CITY

THE CITY OF WAUSAU, WISCONSIN

By: _____
Katie Rosenberg, Mayor

Attest:

By: _____
Leslie M. Kremer, Clerk

MORTGAGEE'S CONSENT AND SUBORDINATION

WHEREAS, pursuant to a certain Mortgage (the "Mortgage") given to Peoples State Bank ("Lender") by Van Smiling Eyes, LLC ("Ground Lessee") dated August 16, 2019 and recorded with the Register of Deeds for Marathon County, Wisconsin on August 27, 2019 as Document No. 1786563, Lender took an interest, as mortgagee, in Ground Lessee's leasehold interest in a portion of the property described on Exhibit A attached to and made a part of this Declaration (the "Mortgaged Property"); and

WHEREAS, Lender now wishes to consent to the terms and conditions of this Fourth Amendment to Development Agreement and First Amendment to Ground Lease (this "Amendment"), and to subordinate its lien under the Mortgage to the terms and conditions of the Riverfront Declaration (as defined in this Amendment).

NOW, THEREFORE, Lender hereby (i) consents to Tenant entering into this Amendment, and (ii) subordinating its lien under the Mortgage to the terms and conditions of the Riverfront Declaration. Accordingly, Lender hereby declares that the Mortgage and all of the terms, covenants and conditions of the Mortgage (as well as all renewals, modifications, supplements, replacements, and extensions with respect to the same) are and shall hereafter be subordinate in all respects to all provisions of the Riverfront Declaration and any easements and other interests of any kind arising under the Riverfront Declaration with the same force and effect as if the Riverfront Declaration had been executed, delivered, and recorded before the execution, delivery, and recording of the Mortgage.

PEOPLES STATE BANK

By: _____
Name: Jared Morris _____
Title: Vice President, Credit Administration _____

EXHIBIT A

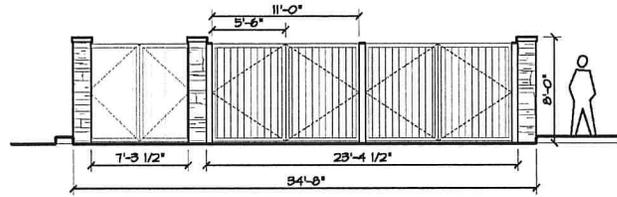
LEGAL DESCRIPTION OF THE PREMISES

Lot 1 of Certified Survey Map No. 17367, recorded on April 19, 2016 at the Office of Register of Deeds for Marathon County in Volume 83 of Certified Survey Maps on Page 24 as Document No. 1711959, being a part of the Southwest 1/4 of the Northwest 1/4 and part of the Northwest Quarter 1/4 of the Southwest Quarter 1/4, Section 25, and part of Government Lots 5 and 6, Section 26, Township 29 North, Range 7 East, in the City of Wausau, Marathon County, Wisconsin.

Parcel Identification Number: 291.2907.252.0982

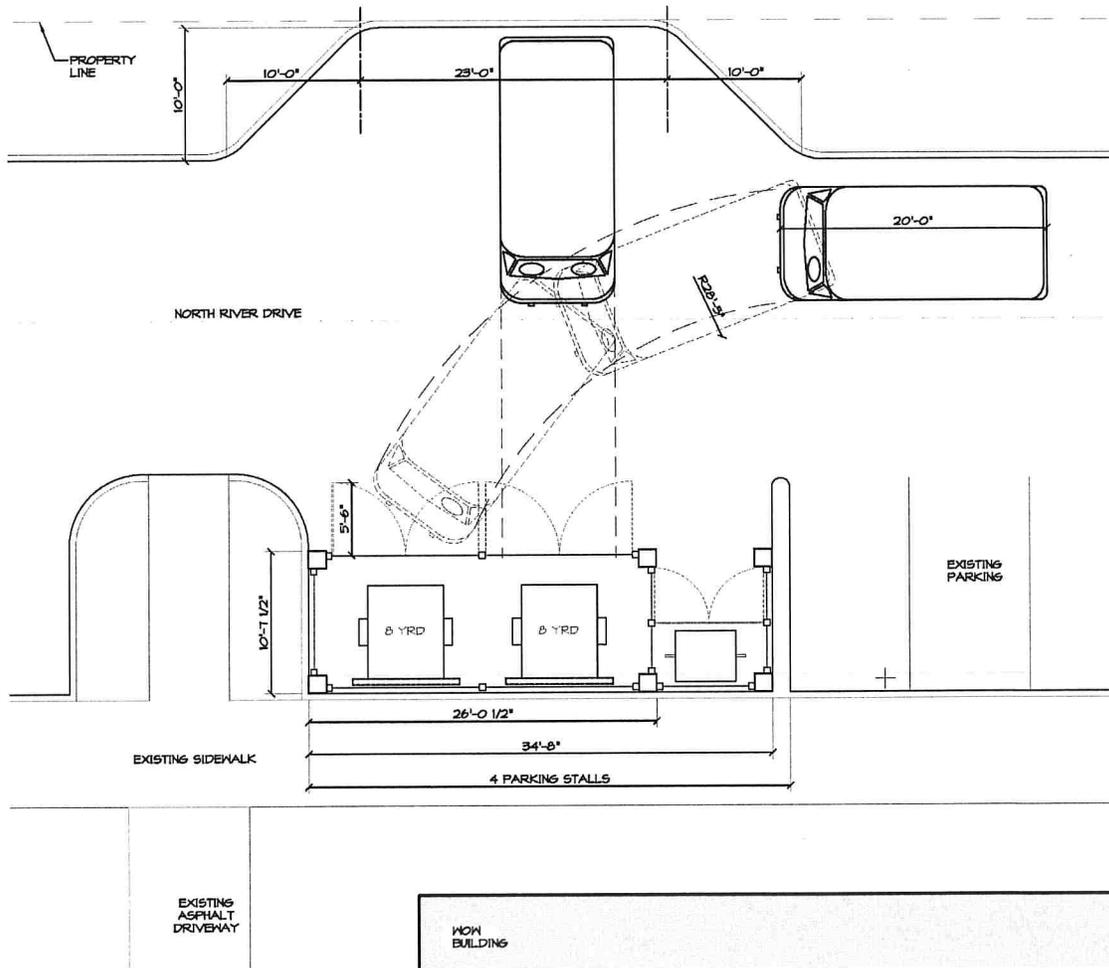
EXHIBIT B

DIAGRAM OF DUMPSTER AREA



ELEVATION OPTION A

1/8" = 1'-0"



PLAN OPTION A

1/8" = 1'-0"



TRASH ENCLOSURE
RIVER DRIVE
APRIL 1, 2019



Mudrovich
architects

EXHIBIT C

FORM OF RIVERFRONT DECLARATION

[Attach to this cover page]

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

RESOLUTION OF THE FINANCE COMMITTEE

Approving Declaration of Covenants, Conditions, Restrictions and Easements for Wausau East Riverfront

Committee Action: Pending

Fiscal Impact:

File Number: 20-0826

Date Introduced: August 25, 2020

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>Budget Source:</i>
	<i>One-time Costs:</i>	Yes <input type="checkbox"/>	No <input type="checkbox"/>	<i>Amount:</i>
	<i>Recurring Costs:</i>	Yes <input type="checkbox"/>	No <input type="checkbox"/>	<i>Amount:</i>
SOURCE	<i>Fee Financed:</i>	Yes <input type="checkbox"/>	No <input type="checkbox"/>	<i>Amount:</i>
	<i>Grant Financed:</i>	Yes <input type="checkbox"/>	No <input type="checkbox"/>	<i>Amount:</i>
	<i>Debt Financed:</i>	Yes <input type="checkbox"/>	No <input type="checkbox"/>	<i>Amount</i> <i>Annual Retirement</i>
	<i>TID Financed:</i>	Yes <input type="checkbox"/>	No <input type="checkbox"/>	<i>Amount:</i>
	<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, the City of Wausau (“Declarant”) is the owner of certain real property (“Property”) designated as numbered lots within the North Zone and South Zone on the attached Exhibit Map, situated between North River Drive and the Wisconsin River to the west; and

WHEREAS, for the general orderly improvement, development and use of the Property, the Declarant intends to establish and impose certain covenants, conditions and restrictions upon the Property and create easements; and

WHEREAS, the Declarant therein declares that the Property shall be held, sold, leased, used, conveyed, subdivided, platted, mortgaged, encumbered, occupied and improved subject to the attached Declaration of Covenants, Conditions, Restrictions and Easements for Wausau East Riverfront, which includes, but is not limited to:

- Assessments (regular, reimbursement, capital improvement, zone specific) for the purpose of enhancing, maintaining and protecting the desirability, attractiveness and safety of the Property; improving and maintaining the designated common areas; reimbursing Declarant for costs incurred in bringing an owner/lessee into compliance; and for the common good and benefit of the Property:
 1. Maintenance, repair and replacement of the River’s Edge Trail, connecting sidewalks, and other common park features and elements;

2. Landscaping maintenance and plantings replacement along the trail and shoreline areas;
 3. Maintenance, repair and replacement of common refuse collection areas and trash removal in public refuse cans;
 4. Parking lot maintenance, repair and replacement, including snow removal;
 5. Snow removal in common areas, including the River's Edge Trail and connecting sidewalks, including other pedestrian and recreational trails and sidewalks;
 6. Maintenance, repair and replacement of storm water improvements.
- Easements:
 1. Common areas and for ingress and egress over lots for installation, repair, reconstruction, restoration, replacement, landscaping and maintenance of the common areas;
 2. Vehicular and pedestrian ingress and egress across all roadways and common areas;
 3. Location, installation and maintenance of utilities;
 4. Cross Parking across all common areas for vehicular parking use.
 - Regulation and Maintenance of Improvements and Lots
 - Development Standards
 - Use Restrictions

NOW THEREFORE BE IT RESOLVED that the Common Council hereby approves the attached Declaration of Covenants, Conditions, Restrictions and Easements for Wausau East Riverfront and authorizes and directs the proper City officials to execute the Declarations.

Approved:

Katie Rosenberg, Mayor

[RECORDING COVER PAGE TO BE ADDED]

**DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND
EASEMENTS FOR WAUSAU EAST RIVERFRONT**

THIS DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR WAUSAU EAST RIVERFRONT (this "Declaration") is made as of August 12, 2020 (the "Effective Date"), by the **City of Wausau**, a Wisconsin municipal corporation (in its capacity as owner of the Property described below, "Declarant").

RECITALS

A. Declarant is the owner of certain real property located in the City of Wausau, Wisconsin, as more particularly described in Exhibit A attached hereto (hereafter referred to as the "Property").

B. Declarant intends by this Declaration to impose upon the Property covenants, conditions and restrictions and to create easements to establish a general plan for the improvement, development and use of the Property.

C. Declarant desires and intends that the Property shall be held, sold, leased, used and conveyed subject to the covenants, conditions, restrictions and easements in this Declaration, all of which shall run with the land.

NOW THEREFORE, subject to all of the provisions of this Declaration, Declarant hereby declares that the Property shall be held, conveyed, subdivided, platted, mortgaged, encumbered, leased, rented, used, occupied, sold and improved subject to all of the following covenants, conditions, restrictions and easements:

**ARTICLE I
DEFINITIONS**

Each of the capitalized terms used in this Declaration, including in the foregoing Recitals, shall have the following meaning:

1.1 Assessments. "Assessments" shall mean all regular assessments described in Section 7.4, special assessments described in Section 7.5, reimbursement assessments described in Section 7.6, capital improvement assessments described in Section 7.7, Zone Specific Assessments described in Section 7.8.2, and any other assessments made pursuant to this Declaration.

1.2 BID. "BID" shall mean a business improvement district under Wisconsin Statute Section 66.1109 (as may be revised and/or renumbered from time to time).

1.3 City. “City” shall mean the City of Wausau, Wisconsin, in its capacity as a Wisconsin municipal corporation with jurisdiction over the Property and not in its capacity as Declarant.

1.4 Common Area or Common Areas. The terms “Common Area” or “Common Areas” shall mean and refer to those portions of the Property designated by Declarant for use in common by one or more Owners. Unless otherwise set forth herein, the Common Areas shall be the entirety of the Property, less the Lots. As of the Effective Date, the Common Areas include the River's Edge Trail, Outlot 1, Outlot 2, Outlot 3, Outlot 4, and Outlot 5.

1.5 Declarant. “Declarant” shall mean the City of Wausau, Wisconsin, in its capacity as owner of the Property, or its successors and assigns (i) if such successors and assigns acquire or hold title to any part or all of the Property, and (ii) are expressly named as successor Declarant in a document executed by the Person then constituting the Declarant hereunder and the successor Declarant and recorded with the Office of the Register of Deeds of Marathon County, which document specifically assigns the rights and duties of Declarant to such successor Declarant, and pursuant to which such successor Declarant expressly accepts and assumes the assignment of such rights and duties.

1.6 Declaration. “Declaration” shall mean this “Declaration of Covenants, Conditions, Restrictions and Easements for Wausau East Riverfront,” as it may be amended or supplemented from time to time.

1.7 District Plan. “District Plan” shall mean the Unified Development District (UDD) plan and development guidelines and standards affecting the Property, as may be adopted, revised and supplemented from time to time by the City under Chapter 23.65 of the Wausau Municipal Code (as may be amended from time to time). The District Plan shall have the same force and effect as if set forth in this Declaration.

1.8 Exempt Property. “Exempt Property” shall mean (i) all Common Areas, and (ii) all land and improvements owned by or dedicated to and accepted by the City or other public or governmental authority for public use or other public purposes. Exempt Property shall be exempt from Assessments but shall not be exempt from all other covenants, restrictions and easements contained herein, including but not limited to all use and development restrictions. Notwithstanding the foregoing, if a Lot is owned by Declarant but would otherwise not be Exempt Property if owned by another Person, such Lot shall not be Exempt Property.

1.9 Improvements. “Improvements” shall mean all land preparation and excavation, buildings, outbuildings, structures, underground installations, slope and grade alterations, lighting, roads, walkways, curbs, gutters, storm drains, drainage ways, utilities, driveways, parking areas, fences, screening walls and barriers, retaining walls, stairs, decks, patio areas, windbreaks, plantings, planted trees and shrubs, sidewalks, poles, signs, storage or display areas, loading areas, docks, water retention areas, fountains, water features, ponds, recreational facilities and all other structures, land development or landscaping improvements of every type and kind.

1.10 Laws. The term "Laws" shall mean any and all laws, rules, regulations and ordinances applicable to the Property which have been promulgated by any local, state, federal or other governmental agency or authority, including, without limitation, the City.

1.11 Lessee. "Lessee" shall mean the owner of a leasehold interest (including any subtenancy) or license or other occupancy right in a part or all of the Property.

1.12 Lot. "Lot" shall mean and refer to each legally subdivided lot or parcel of the Property (including but not limited to any condominium unit), but shall not mean or refer to any lot that is entirely Common Area. The Lots in existence as of the Effective Date are depicted on Exhibit B attached hereto (labeled as Lot 1, Lot 2, Lot 3, Lot 4, Lot 5, Lot 6, Lot 7 and Lot 8) and legally described on Exhibit C attached hereto. If any of the Property now or hereafter subject to this Declaration is re-subdivided or if a line or boundary of one or more Lots is adjusted or a lot split occurs, or in the event of a merger of two or more Lots, and all of the foregoing is accomplished in compliance with this Declaration and all applicable Laws regulating subdivision of land and/or lot splits, then each of the lots thus created shall be deemed to be included within the definition of Lot.

1.13 Mortgage. "Mortgage" shall mean any duly recorded mortgage encumbering a Lot.

1.14 Mortgagee. "Mortgagee" shall mean a mortgagee under a Mortgage.

1.15 Net Square Footage. For the purpose of establishing the assessments for each Lot, the term "Net Square Footage" shall mean and refer to the size of a Lot which does not include any area dedicated as a street right-of-way for public use, but shall include the area covered by easements dedicated to the public and easements created herein or otherwise of record against any Lot. The Net Square Footage for each Lot as of the Effective Date is set forth on Exhibit D attached hereto.

1.16 Outlot 1. "Outlot 1" means the area labelled as "O.L. 1" on Exhibit B attached hereto. The intended use of Outlot 1 is for storm water maintenance as well as other common facilities, including a connection to the River' Edge Trail. As noted above, Outlot 1 is part of the Common Areas.

1.17 Outlot 2. "Outlot 2" means the area labelled as "O.L. 2" on Exhibit B attached hereto. The intended use of Outlot 2 is for a future trail connection to the River's Edge Trail. As noted above, Outlot 2 is part of the Common Areas.

1.18 Outlot 3. "Outlot 3" means the area labelled as "O.L. 3" on Exhibit B attached hereto. The intended use of Outlot 3 is as a parking lot serving Lot 1 and potentially other Lots, as will be set forth in one or more separate agreements between Declarant and applicable Owner(s). As noted above, Outlot 3 is part of the Common Areas, but, as set forth in Section 7.6 below, the costs associated with maintaining Outlot 3 shall be paid by reimbursement assessments to the applicable Owner(s) and not be included in regular assessments hereunder; provided, however, that to the extent Outlot 3 is later converted for shared uses then the portion

of maintenance costs allocated to the same may be included in a Zone Specific Assessment for the South Zone.

1.19 Outlot 4. "Outlot 4" means the area labelled as "O.L. 4" on Exhibit B attached hereto. Outlot is comprised of, among other common facilities, a common parking lot and related drives, storm water maintenance improvements, and walkways (including a connection to the River's Edge Trail). As noted above, Outlot 4 is part of the Common Areas.

1.20 Outlot 5. "Outlot 5" means the area labelled as "O.L. 5" on Exhibit B attached hereto. The intended use of Outlot 5 is as a driveway ramp into the below-grade parking of the improvements on Lot 1, as will be set forth in one or more separate agreements between Declarant and the Owner of Lot 1. As noted above, Outlot 5 is part of the Common Areas, but it is the Declarant's intent that the Owner of Lot 1 will maintain Outlot 5 and any improvements thereon, as will be addressed in a separate agreement. As set forth in Section 7.6 below, to the extent any costs are incurred by Declarant, the costs associated with maintaining Outlot 5 shall be paid by reimbursement assessments to the Owner of Lot 1 and not be included in regular assessments hereunder.

1.21 Owner. "Owner" shall mean the fee simple interest owner of any Lot, but shall not include Mortgagees and others who hold such title merely as security. Notwithstanding the foregoing, in the case of a lease of a Lot from Declarant, such Lessee shall be deemed the "Owner" of the Lot during the term of such lease for the purposes of this Declaration. Owner shall not include a Lessee of a Lot except as set forth above. Owner shall not include the Declarant.

1.22 Ownership Units. The term "Ownership Unit" for any particular Lot shall mean the numeric result (rounded to two decimal places) of the Net Square Footage of such Lot divided by the Net Square Footage of all Lots multiplied by 100. Accordingly, the sum of the Ownership Units for all Lots on the Property shall, at all times, be 100 Ownership Units. The Ownership Units attributable to each Lot as of the Effective Date is set forth on Exhibit D attached hereto.

1.23 Period of Declarant Control. The "Period of Declarant Control" shall commence with the recording of this Declaration and shall continue as long as Declarant owns any portion of the Property (including the Common Areas) or has a monetary lien or encumbrance on any portion of the Property, unless and until Declarant elects, in its discretion, to transfer, relinquish and/or surrender all of its rights and obligations in this Declaration in the manner set forth in Article XIII.

1.24 Person. "Person" shall mean and refer to a natural person, a corporation, a partnership, a limited liability company, a trust or any other legal entity.

1.25 Property. "Property" shall mean the real property described in Exhibit A and the Improvements situated thereon, as such real property may be expanded by annexation or reduced pursuant to the provisions of this Declaration.

1.26 Recorded Assessment Lien. “Recorded Assessment Lien” shall mean a notice of assessment lien recorded by Declarant pursuant to Article VIII.

1.27 River's Edge Trail. Means the portions of the Common Areas as identified on Exhibit B as "Existing Parkland" which contains, among other improvements, certain public recreational amenities (including, without limitation, trails, pathways, bridges, landscaping, plazas, a public wharf, benches, lighting, and related utilities). Upon development of Outlot 2 as trail connection, Outlot 2 shall form a part of the River's Edge Trail. Additional public parkland and related facilities of the City are located immediately adjacent to portions of the River's Edge Trail, but such public park space outside of the Property is not subject to this Declaration and, accordingly, not subject to Assessments.

1.28 Zone. The term “Zone” means a portion of the Property designated as such on the attached Exhibit A. Accordingly, as of the Effective Date, the Property contains two Zones: the North Zone and the South Zone.

1.29 Zone Specific Assessment. The term “Zone Specific Assessment” shall have the meaning given to such term in Section 7.8.2 below.

1.30 Zone Specific Costs. The term “Zone Specific Costs” shall have the meaning given to such term in Section 7.8.2 below.

ARTICLE II PROPERTY SUBJECT TO THIS DECLARATION

2.1 Scope and Purpose. Declarant hereby declares that the Property and every part thereof is and shall be owned, leased, transferred, developed, improved, built upon, occupied or otherwise used, subject to this Declaration. This Declaration is declared and agreed to be in furtherance of an overall plan by Declarant for the development, improvement, sale and use of the Property and is established for the purpose of enhancing and protecting the value, desirability and attractiveness of the Property and every part thereof.

2.2 Covenants Running with the Land. Declarant hereby declares that the Property is now held, and shall hereafter be held, conveyed, leased, occupied, operated, improved and used, subject to the easements, restrictions, conditions, covenants and agreements herein set forth, each and all of which shall inure to the benefit of and pass with each and every part of the Property, including all Lots, and shall apply to and bind all Owners and Lessees and the heirs, successors and assigns of any Owner or Lessee, and each of which shall constitute covenants running with the land between the respective Owners of such Lots for the benefit of all other Lots.

2.3 Declarant's Power to Exclude. Declarant may at any time and from time to time during the Period of Declarant Control, exclude or delete portions of the Property covered by this Declaration from the provisions of this Declaration by recording an amendment to this Declaration which specifically refers to this Section 2.3 and Declarant's desire to exclude the same, provided that said amendment must also be approved and executed by the Owner of the excluded portion of the Property if other than Declarant, and by any Mortgagee encumbering the same. If exclusion of a portion of the Property by the Declarant will result in an increase in the

proportion of any Assessment that is or will be payable by any Owner or Lessee existing at the time of the Declarant's exclusion of the Property, then that exclusion by Declarant shall be subject to the approval of that existing Owner or Lessee.

ARTICLE III
RESERVATION OF EASEMENTS

3.1 Easements for Common Areas. Declarant hereby reserves to itself, its successors and assigns, and their respective employees, contractors and other authorized designees, an easement over, upon, under and across all Common Areas, together with a nonexclusive easement for ingress and egress over and upon the Lots and all other areas within the Property, for the following purposes: installation, repair, reconstruction, restoration, replacement, landscaping and maintenance of the Common Areas (including without limitation signs, walls, utilities, landscaping and other features, and all landscaping corridors and for other maintenance, rights and duties permitted to or required of Declarant in this Declaration.

3.2 Cross Access Easement. Declarant hereby reserves for its own use and benefit, and for the use and benefit of each Owner, and their respective customers, Lessees, and invitees, an easement for vehicular and pedestrian ingress and egress across all roadways and areas designated as Common Areas by Declarant.

3.3 Reservation of Utility Easements. Declarant hereby reserves for its own use and benefit, and for the use and benefit of each Owner, easements for the location, installation and maintenance of utilities of convenience or necessity as may be requested or required by Declarant, or by an Owner with the prior written approval of Declarant. The Owner of any Lot shall have the right to assign the benefit and use of any such easement to any electric company, gas company, telephone company, flood control district, or other utility company for the purpose of installing, operating and maintaining utilities and enforcing the current easement rights. For the purpose hereof, "utilities" or "utility" shall include electricity, gas mains and lines, water distribution lines, storm water sewers, drainage systems, sanitary sewers, telephone cables and lines, and other similar or related facilities commonly regarded as utilities. No conveyance by Declarant of any Lot, or any interest therein, shall be deemed to be or construed as a conveyance or release of the easements herein reserved. Any easement to be created by Declarant affecting any Lot owned or leased by an Owner or Lessee prior to such easement being created, shall be subject to the approval (which shall not be unreasonably withheld, conditioned or delayed) of the Owner or Lessee of such Lot, and any costs associated with such newly created easement shall be borne by the Declarant.

3.4 Cross Parking Easement. Declarant hereby reserves for its own use and benefit, and for the use and benefit of each Owner, and their respective customers, Lessees, and invitees, an easement for parking across all Common Areas which are designated as vehicular parking areas by Declarant; provided, however, that Declarant may make future reservations of exclusive parking rights within the Property from time to time provided such reservations do not unreasonably interfere with the rights of other Owners existing at the time such reservation is made. Notwithstanding the foregoing, the parking lot in Outlot 4 shall remain a shared public parking lot with at least eighty (80) spaces (including at least two (2) handicapped spaces) of unreserved parking for the public.

ARTICLE IV
REGULATION AND MAINTENANCE OF IMPROVEMENTS AND LOTS

4.1 Governmental Regulations. All Improvements shall be in conformity with the District Plan and all other applicable Laws.

4.2 Maintenance.

4.2.1 General. Notwithstanding the existence of any insurance covering an Owner against loss, damage and destruction, each Owner, or in the event a Lot is owned by the Declarant then the Declarant at its cost and not a part of any Assessment, shall have the affirmative obligation for maintenance, repair and restoration as set forth in this Article.

4.2.2 Maintenance of Undeveloped Lots. All undeveloped portions of each Lot shall be maintained at all times by the Owner, or in the event a Lot is owned by the Declarant then the Declarant at its cost not a part of any Assessment, in a well-maintained condition, free of unsightly or unattractive weeds or other growth or the accumulation of rubbish, junk and debris thereon.

4.2.3 Maintenance During Construction. All construction activities shall be carried out in an orderly and timely manner and all partially completed Improvements shall be kept in an orderly condition during construction. Any construction equipment and building materials stored on a Lot may be kept only in areas approved by Declarant. Dust from all construction sites shall be reasonably controlled at all times and in a manner consistent with applicable Laws. Construction sites shall be adequately fenced with appropriate construction fencing. If trucks entering and leaving the Lot deposit mud or dust on any streets or walkways, the Owner of the Lot on which or for whose benefit the construction is being performed shall be responsible for maintaining the streets (or causing the same to be maintained) in a reasonably clean condition on a daily basis. If the provisions hereof conflict with the provisions of applicable Laws with respect to construction activities, the more restrictive provision shall control.

4.2.4 Maintenance of Completed Improvements. Each Owner, or in the event a Lot is owned by the Declarant then the Declarant at its cost not a part of any Assessment, shall maintain or cause to be maintained, at its sole expense, its Lot and all Improvements completed thereon (except those Common Area Improvements to be maintained by Declarant pursuant to this Declaration) in a well-maintained, clean, neat and attractive condition at all times and shall comply with all governmental health, fire, building and safety ordinances, codes, regulations and requirements applicable thereto and all other applicable Laws, including, without limitation, zoning requirements. Such maintenance requirements of each Owner shall include, without limitation, the following:

4.2.4.1 maintaining paved surfaces in a level, smooth and evenly-covered condition;

4.2.4.2 removing all paper, mud and sand, trash, debris, filth and refuse and thoroughly sweeping the area to the extent reasonably necessary to keep the area in a clean and orderly condition;

4.2.4.3 maintaining, mowing, weeding, thinning, trimming, watering, fertilizing, cultivating and pruning all landscaped areas to maintain the same in a neat, well-groomed condition, and replacing as necessary shrubs and other landscaping on a regular basis; and

4.2.4.4 promptly removing all graffiti or other similar markings from all perimeter walls, exterior building walls and other exterior surfaces, paved areas and other portions of any Improvements; provided that the forgoing shall not apply to murals or other art approved by the Declarant or the City.

4.2.5 Alteration and Repair of Common Areas. If any act, omission or condition caused by any Owner or its Lessees, or their agents, employees, customers or invitees, results in the destruction or removal of any landscape or other Improvements within Common Areas maintained by Declarant hereunder, such Owner shall repair and replace, in a good and workmanlike manner, free of liens and to as good a condition as the condition of such Improvements prior to such destruction or removal, all such Improvements in such Common Areas.

4.2.6 Lateral Support. Each Owner, or in the event a Lot is owned by the Declarant then the Declarant at its cost not a part of any Assessment, shall maintain its Lot with sufficient landscaping and plantings to prevent any erosion upon its Lot that will result in damage to that Lot or to any adjacent Lot.

4.3 Declarant's Obligation for Common Areas. Declarant shall maintain the Common Areas, including Improvements within the Common Areas thereon and all landscaping within the Common Areas, in good condition and repair, and replace the same as may be necessary, in Declarant's reasonable judgment, from time to time, subject to the following:

4.3.1 The cost of maintenance, repair and replacement for which Declarant is responsible under this Section shall be assessed as part of the regular assessments in accordance with the provisions of Section 7.4 hereof; provided, however, that the cost of any maintenance, repair or replacement of the Common Areas for which an Owner is responsible shall be reimbursed by such Owner as a reimbursement assessment in accordance with Sections 11.1.1 and 7.6 hereof.

4.4 Excavation. No excavation shall be permitted except in connection with construction of an Improvement, and upon completion thereof, exposed openings shall be backfilled, and disturbed ground shall be graded and leveled. No Owner shall perform any excavation upon its Lot that will result in damage to any adjacent Lot.

4.5 Damage and Destruction Affecting Lots - Duty to Rebuild. If all or any portion of a Lot or any Improvement on any such Lot is damaged or destroyed by fire or other casualty, it shall be the duty of the Owner of such Lot to do the following:

4.5.1 rebuild, repair or reconstruct the Lot and the Improvements thereon in a manner which will restore them to the same or better condition and appearance as before the casualty and as approved by the City; or

4.5.2 raze and remove the damaged Improvements and restore the Lot substantially to its original unimproved condition; or

4.5.3 any combination of the above in a manner satisfactory to Declarant.

The Owner of any Lot on which damaged Improvements are located shall be obligated to proceed with all due diligence hereunder, and such Owner shall cause cleanup and removal and/or reconstruction to commence in a timely manner. The provisions of this Section are not intended to modify the provisions of any Lease of a Lot by Declarant.

4.6 Insurance Obligation of Owners. Each Owner shall purchase such liability, fire or other casualty insurance as such Owner desires or as may be required by any Mortgagee of a Mortgage encumbering its Lot. Declarant shall not be obligated to insure any Lot or portion thereof or Improvements thereon. The provisions of this Section are not intended to modify the provisions of any Lease of a Lot by Declarant.

4.7 Insurance for Common Areas. Declarant may, but shall not be required to, purchase such liability, fire or other casualty insurance covering the Common Areas and the Improvements thereon as Declarant, in its sole discretion, may deem necessary or desirable. The cost of such insurance shall be assessed as part of the regular assessments in accordance with the provisions of Section 7.4 hereof.

4.8 Leases. Any agreement for the lease of all or any portion of a Lot must be subject to this Declaration. The Owner of the Lot shall remain liable for any violations of this Declaration. All notices hereunder shall be sent to the Owner.

4.9 Business Improvement District. Declarant may, but shall not be required to, create or place some or all of the Property into a BID. In such event, Owners shall take commercially reasonable steps to assist Declarant with such action and shall not object to the creation/placement of the Property into a BID provided that Owners and not the Declarant shall be elected to the BID board and be given votes on the BID proportionate to their Ownership Units, subject to the governing rules of the BID.

ARTICLE V DEVELOPMENT STANDARDS

5.1 Parking. All parking areas and uses on or for any Lot shall be in conformity with the District Plan and all other applicable Laws.

5.2 Refuse Collection Areas. All refuse from any Lot shall be deposited in a dumpster or container for such Lot provided by the City or a licensed refuse company, with placement, design and use in conformity with the District Plan and all other applicable Laws. Without limiting the foregoing, refuse collection areas shall be located in the least visible area of each Lot and shall be visually screened from streets and adjoining property.

5.3 Exterior Storage Areas and Service Yards. No exterior storage shall be permitted on any Lot unless the placement, design and uses is in conformity with the District Plan and all

other applicable Laws. Without limiting the foregoing, storage areas shall be located in the least visible area of each Lot and shall be visually screened from streets and adjoining property.

5.4 Equipment. All equipment and tanks on any Lot shall be in conformity with the District Plan and all other applicable Laws.

5.5 Signs. All signs shall be in conformity with the District Plan and all other applicable Laws.

5.6 Utility Lines and Antennas. All utility lines or wires or other devices for the communication or transmission of electric current, gas, power or signals (including telephone, television, microwave or radio signals) (collectively, "Utility Lines") shall be in conformity with the District Plan and all other applicable Laws. Without limiting the foregoing, (i) except as may be approved by Declarant, no Utility Lines shall be constructed, placed, or maintained anywhere in or upon any Lot other than within buildings or structures unless the same shall be contained in conduits or cables constructed, placed, or maintained underground or concealed in or under buildings or other structures, and (ii) no antenna dishes or other services for the transmission or reception of telephone, television, microwaves, or radio signals shall be placed on any building or other Improvement on any Lot that is visible from any building or other Improvement on any Lot unless the consent of Declarant shall first have been obtained.

5.7 Landscaping. All landscaping shall be in conformity with the District Plan and all other applicable Laws. Without limiting the foregoing, all landscape areas required and approved for a Lot shall be landscaped within sixty (60) days following the issuance of a certificate of occupancy for all or a portion of the Improvements placed upon the Lot (subject to reasonable extension, in Declarant's reasonable discretion, based on adverse weather conditions).

5.8 General Standards. Any limitations on Improvements other development of the Property or any portion thereof set forth herein are supplemental to the District Plan any other controls established by zoning, subdivision, building, health fire or other jurisdictional codes and regulations and other applicable Laws, and the more restrictive controls shall apply in each instance. The provisions of this Declaration and approvals by Declarant pursuant to any procedures herein shall not vest any rights on any Owner to any City or other governmental approvals required under applicable Laws.

ARTICLE VI
USE RESTRICTIONS

6.1 Compliance with District Plan. The uses of all Lots and Improvements, including all activities carried out thereon, and any changes in use shall be in conformity with the District Plan.

6.2 Nuisances; Objectionable Activities. No Owner, Lessee or other Person shall create a nuisance in or on the Property or use any Lot for any activity or purpose which is considered by Declarant, in its reasonable discretion, to be objectionable due to sound, odor, visual effect or physical impact and which in the reasonable opinion of Declarant will disturb or tend to disturb other Owners or Lessees in the Property, or which is deemed by Declarant to

constitute a nuisance; provided, however, that Declarant shall take into account the nature of the business of such Owner and shall not, under this Section 6.2, unreasonably restrict such business practices which are in compliance with applicable Laws. Included among the uses, activities or operations prohibited hereunder because of their detrimental effect upon the general appearance, enjoyment and use of the Property, or other property in the vicinity of the Property, and their conflict with the reasonable standards of appearance and maintenance required by this Declaration, are without limitation the uses, activities or operations which produce or are accompanied by the following characteristics:

6.2.1 Any public or private nuisance;

6.2.2 Any vibration, noise, sound or disturbance that is objectionable due to intermittence, beat, frequency, shrillness, loudness or pulsating effect;

6.2.3 Any lighting which is flashing or intermittent or is not focused downward or away from adjacent Lots, unless otherwise approved by Declarant and the adjacent Lot Owner;

6.2.4 Any rubbish, trash or debris of any kind placed or permitted to accumulate upon or adjacent to any Lot;

6.2.5 Any electro-mechanical or electromagnetic disturbance or radiation;

6.2.6 Any air pollution or water pollution, including without limitation any dust, dirt or flyash in excessive quantities;

6.2.7 Any emission of odor, or noxious, caustic or corrosive gas or matter, whether toxic or non-toxic;

6.2.8 Any explosion or other damaging or dangerous firing, detonation or activity, including the firing or detonation of ammunition or explosives or the storage, display or sale of explosives or fireworks; or

6.2.9 Open burning of paper, trash, debris, garbage or construction materials of any kind.

6.3 Additional Restrictions. Prior to the close of a sale of a Lot or Lots by Declarant, Declarant may record additional restrictions on said Lot or Lots. If such restrictions refer to this Declaration and provide for incorporation by that reference, said restrictions shall be deemed to be part of this Declaration and shall be enforceable as provided herein. Any such restrictions may not be inconsistent with the provisions of this Declaration, except that such restrictions may be more restrictive than the provisions set forth herein. Notwithstanding the forging, any additional restrictions placed on a Lot or Lots that incorporates this Declaration by reference and is deemed to be a part of this Declaration, shall not be enforceable against any existing Owner or Lessee without the consent (which shall not be unreasonably withheld, conditioned or delayed) of such Owner or Lessee.

6.4 Compliance With Laws. No use or operation will be made, conducted or permitted on or with respect to all or any part of the Property which is in violation of any

applicable Laws, including without limitation all zoning and other ordinances, regulations and codes of the City.

ARTICLE VII
FUNDS AND ASSESSMENTS

7.1 Creation of Lien, Personal Obligation for Assessments. Declarant, for each Lot owned within the Property, hereby covenants, and each successive Owner, by acceptance of a deed or other transfer instrument therefor, whether or not expressed in such deed, is deemed to covenant and agree to pay to Declarant the Assessments which Declarant is authorized to levy pursuant to the provisions of this Declaration. All Assessments, which shall include all late charges, interest, costs and reasonable attorneys' fees due with respect thereto, shall be a charge on the land and shall be secured by a continuing lien upon the Lot against which each Assessment is levied. Each Assessment, including interest, costs and reasonable attorney's fees, shall also be the personal obligation of the Person who was the Owner of such Lot at the time when the Assessment became due and owing. The obligation for delinquent Assessments shall not pass to said Person's successors in title, unless expressly assumed by them. If more than one Person was the Owner of a Lot, the personal obligation to pay such Assessment respecting such Lot shall be both joint and several. Notwithstanding the foregoing, if the Person is a corporation, a partnership, a limited liability company, a trust or any other legal entity duly formed, nothing contained herein shall create a personal liability of any shareholder or unit owner or member of the Person that is considered the Owner.

7.2 Purpose of Assessments. The Assessments shall be used to enhance, maintain and protect the desirability, attractiveness and safety of the Property; for the improvement and maintenance of the Common Areas; to reimburse Declarant for the costs incurred in bringing an Owner into compliance with this Declaration or for expenses reasonably allocated to one or more specific Lots in the case of a reimbursement assessment as described in Section 7.6 below; and for the common good and benefit of the Property, as determined by Declarant.

7.3 Budgets and Financial Statements of Declarant. The following financial information relating to the Property shall be regularly prepared and distributed by Declarant to all Owners:

7.3.1 Within ninety (90) days after the end of each calendar year, Declarant shall cause to be prepared, and distribute to all Owners an operating budget for the next calendar year setting forth the estimated revenues and expenses for said calendar year.

7.3.2 Within ninety (90) days after the end of each calendar year, Declarant shall prepare and distribute to each Owner a balance sheet and a statement of actual expenses and income for the preceding fiscal year.

7.4 Regular Assessments.

7.4.1 Purpose. Regular assessments shall be used for all expenses incurred by Declarant, subject the permissions and restrictions contained in this Agreement, for (i) the administration, operation, maintenance, repair and replacement of the Common Areas and any

Improvements therein, including all taxes and insurance, BID dues, and all costs associated with the non-exclusive list of activities set forth on Exhibit E attached hereto; and (ii) carrying out the duties, rights and obligations of Declarant as provided for in this Declaration. Regular Assessments expressly exclude any betterment, improvement, or replacement that would ordinarily be considered capital in nature in accordance with Generally Accepted Accounting Principles, or any amortization of any such capital improvement.

7.4.2 Date of Commencement of Regular Assessments. The regular assessments provided for in this Article VII shall commence as to all Lots on the later to occur of (i) January 1, 2022 or (ii) substantial completion of Declarant's obligations to construct the parking lots, walkways and drives in Outlot 3 and Outlot 4 and to construct the streets and walks necessary to access such Outlots pursuant to separate agreements between Declarant and the Owner of Lot 1 and the Owner of Lot 5.

7.4.3 Payment of Assessments. Regular assessments shall be due and payable by the Owners to Declarant in four equal quarterly installments on or before the first day of April, July, October and January, or in such other manner as Declarant shall designate.

7.4.4 Failure to Fix Regular Assessments. Failure by Declarant to fix regular assessments hereunder before the expiration of any calendar year shall not be deemed either a waiver or modification in any respect of the provisions of this Declaration, or a release of the Owner from the obligation to pay the Assessments, or any installment thereof, for that or any subsequent year, but the Assessment fixed for the preceding year shall continue until a new Assessment is fixed.

7.4.5 Owner's Review. Each Owner shall be entitled to, at a reasonable time and place, review the records of the Declarant as it relates to any Assessment, for compliance with this Agreement. Should Owner's review result in a finding of an over charge for an Assessment, such overage shall promptly be credited to the account of the Owner to offset a future Assessment.

7.5 Special Assessments.

7.5.1 Purpose. Special assessments may be levied by Declarant from time to time during any calendar year if Declarant determines that the estimated total amount of funds necessary to defray the expenses of Declarant for a given year is or will become inadequate to meet expenses due to unexpected repairs, replacements or reconstruction of Improvements in the Common Areas, or if funds are otherwise required for any activity or purpose of Declarant permitted under this Declaration.

7.5.2 Budgeting. Declarant shall determine the approximate amount necessary to defray the expenses set forth in Section 7.5.1 above, and such shall become a special assessment.

7.5.3 Time and Manner of Payment. Declarant may, in its discretion, prorate a special assessment over the remaining months of the fiscal year or levy the assessment immediately against each Lot. Special assessments shall be due and payable within thirty (30) days after an Owner receives written notice from Declarant specifying the amount of the special assessment, unless Declarant specifies in such notice a later date of payment.

7.6 Reimbursement Assessment. Declarant may levy a reimbursement assessment against any Owner who fails to comply in any respect with this Declaration, or as otherwise permitted elsewhere in this Declaration, in an amount equal to any monies expended by Declarant in remedying that Owner's failure to comply under this Declaration or in the amount of a fine or penalty imposed pursuant to this Declaration. Further, Declarant may levy a reimbursement assessment against any Owner for the expenses reasonably allocated to such Owner's Lot(s) based on such Lot's reservation or exclusive use (whether permanently or temporarily) of any portion of the Common Areas and the same shall not be part of any Assessment other than to the particular Owner. All such reimbursement assessments shall be paid to Declarant within five (5) business days after demand.

7.7 Capital Improvement Assessment.

7.7.1 Purpose. Capital improvement assessments may be levied by Declarant for the purpose of defraying, in whole or in part, the cost of construction of any Improvements deemed reasonably necessary by Declarant for the benefit of the Property, or portion thereof; provided, however, that one hundred percent (100%) of all Owners to be so assessed must agree in writing as to such assessments; provided, however, that to the extent that Declarant does not pass through the cost such capital improvements, Declarant may unilaterally perform the same. Notwithstanding the foregoing, nothing contained herein shall permit the Declarant to charge to any Owner or Lessee any Assessment to recover the initial expenditures related to the initial construction of any Common Areas or Improvements in any part of the Common Areas absent an express written agreement providing otherwise.

7.7.2 Time and Manner of Payment. Capital improvement assessments shall be due and payable by all affected Owners in such installments and during such period or periods as Declarant shall designate for the payment thereof.

7.8 Rate of Assessment.

7.8.1 In General. All Assessments (other than a reimbursement assessment levied against an Owner pursuant to Section 7.6, a capital improvement assessment levied against less than all of the Owners under Section 7.7, or a Zone Specific Assessment under Section 7.8.2) shall be fixed at a uniform rate and levied based upon the number of Ownership Units owned by each Owner in relationship to the total number of Ownership Units at the time the Assessment is levied or imposed.

7.8.2 Zone Specific Assessments. Notwithstanding the foregoing, if Declarant shall reasonably and in good faith determine that certain costs and charges incurred by Declarant provide a special benefit to certain Zones within the Property ("Zone Specific Costs"), then in such case Declarant may cause such Zone Specific Costs to be assessed only against the Owners of Lots in such Zones (a "Zone Specific Assessment"). Such Zone Specific Assessments shall be fixed at a uniform rate and levied based upon the number of Ownership Units owned by each Owner within the applicable Zone in relationship to the total number of Ownership Units in such Zone at the time the Zone Specific Assessment is levied or imposed. A non-exclusive list of examples of Zone Specific Assessments are set forth on Exhibit F attached hereto.

7.9 Estoppel Certificate. Declarant, on not less than twenty (20) days prior written request and for a reasonable fee, shall execute, acknowledge and deliver to the party making such request a written statement certifying whether or not, to the knowledge of Declarant with no duty to investigate or make further inquiry, a particular Owner is in default as to its Lot under the provisions of this Declaration, and further stating the dates to which installments of Assessments have been paid as to such Lot. Any such certificate may be relied on by a prospective purchaser of the Lot or a Mortgagee, but reliance on such certificate shall not extend to any default (except one involving the payment of Assessments) of which the signer had no actual knowledge.

7.10 Exempt Property. The foregoing notwithstanding, all Exempt Property shall be exempt from paying Assessments and the Assessment liens provided for in Article VII.

ARTICLE VIII COLLECTION OF ASSESSMENTS: ASSESSMENT LIENS

8.1 Right to Enforce. The right to collect and enforce Assessments, including all related interest, late charges, costs and fees, is vested in Declarant. Declarant, or its authorized representative, can enforce the obligations of the Owners to pay Assessments provided for in this Declaration by commencement and maintenance of a suit at law or in equity, or Declarant may enforce the continuing lien against the Owner's Lot by judicial foreclosure proceedings. Any suit to recover a money judgment for unpaid Assessments, together with all other amounts described in this Article VIII, may be maintainable with or without foreclosing or waiving the lien rights.

8.2 Notice of Default; Interest; Late Charges; Creation of Lien. Failure to make payment of any Assessment or installment thereof related to any Lot on or before the due date shall constitute a default and all amounts that are delinquent shall bear interest at a rate per annum equal to twelve percent (12%) and, if not paid within ten (10) days, a late charge of five percent (5%) (or such lower interest and late charges as Declarant shall determine in its discretion) shall also be due on the outstanding balance, and all costs and expenses incurred by Declarant or its authorized representative in the collection of the amounts, including reasonable attorneys' fees and costs, shall be part of the Assessment past due and the full Assessment shall be a lien against such Lot. The lien created pursuant to this Article shall not be foreclosed until Declarant or its authorized representative has delivered written notice to the delinquent Owner or Owners not less than fifteen (15) days before commencement of any proceedings to enforce such lien, which shall set forth notice of default and a demand for payment, and unless such delinquency has not been cured in full within said 15-day period, including payment in full of all interest and late charges.

8.3 Notice of Lien; Foreclosure. Upon the giving of notice and failure to cure as provided in Section 8.2, Declarant may record a notice of assessment lien against the Lot of the defaulting Owner (a "Recorded Assessment Lien"). In addition, Declarant may proceed to foreclose the Recorded Assessment Lien provided for in this Article in any manner provided or permitted for the foreclosure of realty mortgages in the State of Wisconsin (including the right to recover any deficiency). Declarant shall not be obligated to release any Recorded Assessment Lien until all delinquent Assessments, including interest, late charges, attorneys' fees and collection costs, have been paid in full, whether or not all such amounts are set forth in the recorded notice. On becoming delinquent in the payment of any Assessments or installments

thereof, each delinquent Owner shall be deemed to have absolutely assigned all rents, issues and profits of its Lot to Declarant and shall further be deemed to have consented to the appointment of a receiver (which appointment may, at the election of Declarant, be enforced by Declarant through specific performance). Declarant, acting on behalf of the Owners, shall have the power to bid upon the Lot at foreclosure sale and to acquire, hold, lease, mortgage and convey the Lot.

8.4 No Offsets. All Assessments shall be payable in the amounts covered by the particular Assessment and no offsets against such amount shall be permitted for any reason, including, without limitation, nonuse or abandonment of a Lot or a claim that Declarant is not properly exercising its duties of maintenance, operation or enforcement.

8.5 Priority; Subordination of Lien to First Mortgages.

8.5.1 Priority of Lien. The Recorded Assessment Lien described herein shall be superior to all charges, liens and encumbrances, including without limitation all mortgages and deeds of trust (except as provided in Section 8.5.2 below), federal and state tax liens, judgment liens, and liens for labor or materials, which may be hereafter imposed against any portion of the Property.

8.5.2 Subordinate to First Mortgages. Notwithstanding the foregoing, the Recorded Assessment Lien provided for herein shall be subordinate and subject to the lien for governmental taxes and assessments which is deemed superior hereto by applicable law and the lien of any first Mortgage encumbering a Lot which is recorded prior to the Recorded Assessment Lien referred to in Section 8.3, but only as to advances or payments made pursuant to said Mortgage prior to the time the Recorded Assessment Lien is placed of record, and provided further that each such first Mortgage must have been made in good faith and for value and duly recorded in the office of the Register of Deeds of Marathon County prior to the recording of the Recorded Assessment Lien. The sale or transfer of any Lot pursuant to judicial or nonjudicial foreclosure of a first Mortgage shall extinguish the lien of such Assessments only as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from any obligation to pay any Assessments thereafter becoming due nor from the lien securing any subsequent Assessments. Where the holder of a first Mortgage or other purchaser of a Lot obtains title to the same as a result of foreclosure, such title holder, its successors and assigns, shall not be liable for Assessments by Declarant chargeable to such Lot which became due prior to the acquisition of title to such Lot by such acquirer, except for the share of Assessments resulting from a reallocation of Assessments which are made against all Lots. The Recorded Assessment Lien provided for herein shall not be subordinate to the lien of any Mortgage which is junior to a first Mortgage.

8.6 Transfer of Property. After the sale of any Lot, the selling Owner or Owners shall not be liable for any Assessment levied on its Lot after the date of such transfer of ownership and written notice of such transfer is delivered to Declarant. However, except as provided in Section 8.5 with respect to a transfer of a Lot pursuant to foreclosure proceedings, the transferred Lot shall remain subject to the lien securing payment of all Assessments, including Assessments levied prior to the date of transfer. The selling Owner(s) shall also remain responsible for all Assessments and charges levied on its Lot prior to any such transfer.

8.7 Contracts with Owners. If Declarant elects to enter into contracts with Owners for the performance of special maintenance or other services to that Owner's Lot, any fees charged to that Owner for such services shall be due within ten (10) days after billing, shall be an Assessment, shall be secured by the Assessment lien, shall be the Owner's responsibility, and shall be enforceable as provided herein with respect to the Assessments and the same shall not be part of any Assessment other than to the particular Owner with which the agreement with the Declarant was made and shall not be a part of any other Assessment.

ARTICLE IX DESTRUCTION OF COMMON AREAS

9.1 Repair. Within a reasonable time after the damage or destruction of all or any portion of the Common Areas, Declarant shall cause the same to be repaired, reconstructed and restored substantially to the same condition as the same existed prior to such damage or destruction.

9.2 Insurance Proceeds Insufficient. If upon such damage or destruction the proceeds of insurance available to Declarant are insufficient to cover the cost of repair, reconstruction and restoration of the damaged or destroyed portions of the Common Areas, Declarant shall be authorized to specially assess all Owners and Lots for the additional funds needed pursuant to Section 7.5.

ARTICLE X DURATION, MODIFICATION AND TERMINATION

10.1 Duration of Covenants. This Declaration, and all covenants, conditions, restrictions and easements herein, shall continue and remain in full force and effect at all times with respect to the Property and each part thereof, now or hereafter made subject thereto (subject, however, to the right to amend and terminate as provided in Section 10.2 below) for a period of thirty (30) years, commencing on the Effective Date. From and after said date, this Declaration, as amended from time to time, shall be automatically extended for successive periods of ten (10) years each, unless earlier terminated as provided in Section 10.2 below.

10.2 Termination or Modification. This Declaration, or any provisions hereof, may be terminated, modified, or amended with respect to all or any portion of the Property, by the terms of a recorded document executed by Declarant alone until the expiration of the Period of Declarant Control. Thereafter, this Declaration may be terminated, modified or amended in whole or in part with respect to all or any portion of the Property by a vote of at least seventy-five percent (75%) of the Ownership Units.

ARTICLE XI ENFORCEMENT

11.1 Enforcement by Declarant; Right to Perform.

11.1.1 Failure to Maintain Improvements and Lots. Upon a failure to maintain and repair in accordance with Sections 4.2 above, or to perform any other obligation under this

Declaration, Declarant shall have the right notify the respective Owner in writing pursuant to Section 14.7 of such default. If such default is not cured by the Owner or its Lessee within thirty (30) days from the date such notice is given to the Owner, Declarant, or its designated agent or contractors, shall have the right, in addition to the rights and remedies set forth in Section 11.2, to enter upon the Lot for the purpose of maintaining, restoring or repairing said Improvement or Lot. The costs incurred by Declarant in maintaining, restoring or repairing said Improvement or Lot shall be paid by such Owner as a reimbursement assessment in accordance with Section 7.6 hereof.

11.1.2 Other Covenants. Declarant shall have the right, upon violation or breach of any other covenant, restriction or easement set forth herein, if such violation or breach continues for a period of thirty (30) days after written notice thereof is given to the Owner, to enter upon the Lot where such violation or breach exists, and summarily remove or otherwise remedy, at the expense of the Owner thereof who shall pay all such expenses within five (5) days after demand, any structure, thing or condition that may be or exist thereon contrary to the intent and meaning of the provisions of this Declaration. All costs so incurred by Declarant, together with a charge for the overhead of Declarant in an amount equal to two percent (2%) of such costs, shall be paid by such Owner as a reimbursement assessment in accordance with Section 7.6 hereof.

11.1.3 Inspection Rights. Declarant or authorized representative thereof has the right from time to time, during reasonable hours and with 24 hours advanced notice except in the case of emergency, to enter upon and inspect any Lot and the Improvements thereon for the purpose of determining whether or not the provisions of this Declaration have been, or are being, complied with, and the exercise of such rights shall not be deemed a trespass upon such Lot.

11.2 Additional Remedies In addition to the rights and remedies set forth in Article VIII and Section 11.1 above, in the event of any breach, default, noncompliance, violation or failure to perform or satisfy any of the covenants, conditions, restrictions and easements contained in this Declaration by an Owner or by a Lessee or other Person with respect to the Lot of an Owner (collectively referred to herein as a “default”), and the default is not cured within thirty (30) days after written notice describing the default is given to such Owner by Declarant (or if any such default is not reasonably capable of being cured within such 30-day period, then if such Owner has not commenced to cure the default promptly after such notice is given and does not thereafter diligently continue to prosecute such cure to completion), then Declarant may enforce any one or more of the following rights or remedies in this Section 11.2 or any other rights or remedies available at law or in equity, whether or not set forth in this Declaration. All rights and remedies set forth in this Declaration or available at law or in equity shall be cumulative and not mutually exclusive. No Owner shall be permitted to enforce the Declaration against another Owner without the advance written approval of Declarant during the Period of Declarant Control.

11.2.1 Damages. Declarant may bring a suit for damages arising from or with respect to any such default.

11.2.2 Declaratory Relief. Declarant may bring suit for declaratory relief to determine the enforceability of any of the provisions of this Declaration.

11.2.3 Injunctive Relief, Specific Performance. It is recognized that a default hereunder may cause material injury or damage not compensable by an award of money damages and that Declarant shall be entitled to bring an action in equity or otherwise for a specific performance to enforce compliance with this Declaration, or for any injunctive relief to enjoin the continuance of any default or to prevent a default.

11.3 Rights of Lenders. No default under or violation of any provision of this Declaration shall defeat or render invalid the lien of any Mortgage or similar instruments securing a loan made in good faith and for value with respect to the development or permanent financing, or any refinancing, of any Lot or portion thereof, or any Improvement thereon. However, all of the provisions of this Declaration shall be binding upon and effective against any subsequent Owner of any Lot or any portion thereof whose title is acquired by foreclosure, trustee sale, deed in lieu of foreclosure or otherwise pursuant to the lien rights under any such Mortgage or similar instrument.

11.4 Attorneys' Fees. In any legal or equitable proceeding to determine the rights of the parties and/or to enforce or restrain the violation of this Declaration, the non-prevailing party or parties, as determined by the court for this purpose, shall pay the reasonable attorneys' fees, legal costs and expenses of the prevailing party or parties, as fixed by the court in such proceedings.

11.5 Failure to Enforce Not a Waiver of Rights. No delay or failure on the part of an aggrieved party to invoke any available remedy in respect to a violation of any provision of this Declaration shall be held to be a waiver by that party of (or an estoppel of that party to assert) any right available to it upon the recurrence or continuance of said violation or the occurrence of a different violation, nor shall there be construed to be a duty upon Declarant to take any action to enforce the provisions of this Declaration.

11.6 No Liability Regarding Enforcement. Neither Declarant nor its successors or assigns (if such Persons have acted in good faith, without willful or intentional misconduct) shall be liable to any Owner or Lessee of any real property subject to this Declaration by reason of any mistake in judgment, negligence, nonfeasance, action or inaction in regard to the enforcement or failure to enforce the provisions of this Declaration, or any part hereof. Each Owner and Lessee acquiring an interest in the Property agrees that it will not bring any action or suit against Declarant or its successors and assigns to recover any such damages or to seek equitable relief under this Declaration. Notwithstanding the foregoing, if Declarant is an Owner and leases to a Lessee, this Section 11.6 shall not prevent Lessee from enforcing the provisions of such lease.

ARTICLE XII RESERVED RIGHTS OF DECLARANT

12.1 Right to Use Common Areas to Promote the Property. Declarant shall have, and hereby reserves the right to, reasonable use of the Common Areas and services offered by Declarant in connection with the promotion and marketing of Lots within the Property. The rights of Declarant shall include, without limitation, the right (i) to erect and maintain on any part of the Common Areas and on any portion of the Property owned by Declarant, such signs, temporary buildings and other structures as Declarant may reasonably deem necessary or proper

from time to time in connection with the promotion, development and marketing of Lots within the Property (ii) to use vehicles and equipment on the Common Areas or any portion of the Property owned by Declarant for promotional purposes; and (iii) to permit purchasers of Lots to use the Common Areas in a manner reasonably designated by Declarant, at its sole election, to promote, develop and market subdivided portions of said Lot to Persons interested in purchasing the same.

12.2 Right to Construct Additional Improvements Within Common Areas and Reconfigure Common Areas. Declarant shall have, and hereby reserves, the right to construct additional Improvements within the Common Areas from time to time, and to reconfigure the uses of the Common Areas (including, without limitation, the dedication or removal of parks, trails, sidewalks and other features) for the improvement and enhancement of the Common Areas and of the Property and for the benefit of the Owners, as determined by Declarant in its sole judgment, and the same shall thereafter be maintained by Declarant pursuant to Section 4.3.

12.3 Right to Complete Development of the Property. During the Period of Declarant Control, Declarant shall have, and hereby reserves, the right (i) to subdivide or resubdivide or otherwise split or combine any portion of the Property or otherwise to complete development of Lots; (ii) to construct or alter Improvements on any Lot owned by Declarant; (iii) to maintain an office for construction, sales, promotion or leasing purposes or other similar facilities on any Lot owned by Declarant within the Property; and (iv) to excavate, cut, fill or grade any Lot owned by Declarant, or to construct, alter, demolish or replace or renovate any Improvements owned by Declarant or to alter its construction plans or design or to rezone or amend its master plan or any development documents, and to permit any activity, use or improvement by Declarant on any Lot owned by Declarant.

12.4 Declarant's Right to Grant Additional Easements. During the Period of Declarant Control, Declarant shall have, and hereby reserves the right to grant or create, temporary or permanent easements from time to time for construction, access, utilities, drainage and other purposes for the development and sale of the Property in, on, under, over and across any Lots or other portion of the Property owned by Declarant, and the Common Areas.

12.5 Right to Convert Additional Property for Use as Common Area. During the Period of Declarant Control, Declarant shall have, and hereby reserves, the right to convert additional real property (including all or a portion of any Lot owned by Declarant and, with the applicable Owner's consent, a portion of any other Lot) and any Improvements thereon, or grant easements against the Property owned by Declarant, at any time and from time to time for use as Common Areas. In connection with the above rights, Declarant shall have the right to update the exhibits to this Declaration based on such adjustments.

12.6 Reserved Rights Do Not Create Obligations. Anything in this Article XII to the contrary notwithstanding, the foregoing rights in favor of Declarant shall not in any way be construed as creating any obligation on the part of Declarant to exercise any such rights or to perform any of the activities, construct any Improvements, convey any property or grant any easements referred to in this Article.

ARTICLE XIII
ASSIGNMENT OF DECLARANT'S RIGHTS AND DUTIES;
TERMINATION OF PERIOD OF DECLARANT CONTROL.

13.1 Assignment of Declarant's Rights and Duties. Any and all of the rights, powers and reservations of Declarant herein contained may be assigned by Declarant from time to time, in its discretion, to any Person who will assume the duties of Declarant pertaining to the particular rights, powers and reservations assigned. Upon such assignment, any such Person assuming such duties (and its heirs, successors and assigns) shall have, to the extent of such assignment, the same rights and powers and shall be subject to the same obligations and duties as are given to and assumed by Declarant in this Declaration. Any assignment made under this Article shall be in recordable form and shall be recorded in the Office of the Register of Deeds of Marathon County.

13.2 Withdrawal of Declarant. Notwithstanding any provision of this Declaration to the contrary, Declarant may, at any time and from time to time without the consent of other Owners, permanently relieve itself of all of its rights and obligations under this Declaration by filing in the Office of the Register of Deeds of Marathon County a notice stating that Declarant has surrendered the rights and obligations specified herein, and upon the recording of such notice, all of Declarant's powers and obligations shall immediately vest in the Owners. At such time, the Period of Declarant Control shall cease and the Owners shall, by vote of simple majority of the Ownership Units, determine how to exercise the rights, powers and duties of Declarant, whether by an independent association of Owners or such other management structure as the Owners shall determine.

ARTICLE XIV
ADDITIONAL PROVISIONS.

14.1 Constructive Notice and Acceptance of Declaration. Every Person who now or hereafter owns or acquires any right, title or interest in or to any portion of the Property is and shall be conclusively deemed to have consented and agreed to this Declaration, whether or not any reference to this Declaration is contained in the instrument by which such person or entity acquired an interest in the Property.

14.2 Governing Law. This Declaration shall be governed by and construed in accordance with the laws of the State of Wisconsin. Venue for enforcement hereof shall lie exclusively in Marathon County, Wisconsin, and each Person with rights hereunder hereby waives the right to sue or be sued in any other place.

14.3 Mutuality and Reciprocity. This Declaration is made for the direct, mutual and reciprocal benefit of each and every Lot; shall create mutual, equitable servitudes upon each Lot in favor of every other Lot; and shall create reciprocal rights and obligations between the respective Owners and privity of contract and estate between all grantees of real property in the Property, their heirs, successors and assigns.

14.4 Declarant's Disclaimer. Declarant makes no warranties or representations that the plans presently envisioned for the development of the Property can or will be carried out, or that

any Lot is or will be committed to or developed for any particular use. In addition, while Declarant has no reason to believe that any of the provisions of this Declaration are or may be unenforceable, Declarant makes no representations as to enforceability. Declarant shall have no liability for the development of the Property or the enforcement of this Declaration. Nothing contained in this Declaration constitutes a waiver of Declarant's ability to assert its rights of immunity to tort claims under applicable Laws. Under no circumstances shall any alderperson, council member, officer, official, director, attorney, employee or agent of Declarant have any personal liability arising out of this Declaration, and no party shall seek or claim any such personal liability. Notwithstanding the foregoing, if Declarant is an Owner and leases to a Lessee, this Section 14.4 shall not amend any express provisions to the contrary in such lease.

14.5 Headings. Headings, where used herein, are inserted for convenience only and are not intended to be a part of this Declaration or in any way to define, limit or describe the scope and intent of the particular paragraphs to which they refer.

14.6 Effect of Invalidation. If any provision of this Declaration is held to be invalid by any court, the same shall not affect the validity of the remaining provisions of this Declaration and all remaining provisions shall continue unimpaired and in full force and effect.

14.7 Notices.

14.7.1 To Declarant. Any and all notices, or other communication made pursuant hereto, shall be in writing and shall be deemed properly delivered, given to or received by Declarant, as the case may be (a) when personally delivered against receipted copy, (b) the next business day after deposit with an overnight courier, or (c) four (4) business days after being mailed by certified or registered mail, postage prepaid; in either case to Declarant at the following address:

City of Wausau	<i>with a copy to:</i>
407 Grant Street	Wausau City Attorney
Wausau, WI 54403	407 Grant Street
Attn: City Clerk	Wausau, WI 54403

Declarant may change its address by (i) giving written notice to all Owners, or (ii) recording a Notice of Change of Address in the Office of the Register of Deeds of Marathon County.

14.7.2 To Owners. A notice to any Owner shall be deemed duly given, delivered and received (a) when personally delivered against receipted copy, (b) the day after deposit with an overnight courier, or (c) four (4) business days after mailing by certified or registered mail, postage prepaid; in either case to the address of the Owner's Lot or to such other address as the Owner has specified in writing to Declarant.

14.8 Exhibits. All Exhibits attached hereto are incorporated herein by this reference and shall constitute a part of this Declaration.

14.9 Requirements of City. The covenants and restrictions contained herein are in addition to the requirements, codes and ordinances imposed by the City on the Property and all

other applicable Laws. In the event of a conflict or inconsistency between the provisions of this Declaration and the requirements, codes or ordinances of the City applicable to the Property and all other applicable Laws, then the more restrictive requirement shall govern.

[Signature page follows]

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

North Zone:

Part of Certified Survey Map No. 17367 recorded in the Office of Register of Deeds for Marathon County in Volume 83 of Certified Survey Maps on Page 24, being part of Sections 25 and 26, Township 29 North, Range 7 East, City of Wausau, Marathon County, Wisconsin, described as follows:

All of Lot 1 of said Certified Survey Map No. 17367, and that part of Lot 2 of said Certified Survey Map No. 17367 lying Southerly of the Northerly line of said Lot 1 extended Westerly.

PINs: 291-2907-252-0982
291-2907-252-0981

South Zone:

Lots 1 and 2 of Certified Survey Map No. 18353 recorded in the Office of Register of Deeds for Marathon County in Volume 90 of Certified Survey Maps on Page 93, being part of the Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$, Section 25, and part of Government Lot 6, Section 26, Township 29 North, Range 7 East, City of Wausau, Marathon County, Wisconsin; and also;

That portion of said Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ and said Government Lot 6 lying between said Lots 1 and 2 and the Wisconsin River to the West and it's River Channel to the North, being Parkland as dedicated by City of Wausau Common Council Resolution File no. 17-0807.

PINs: 291-2907-264-0973
291-2907-253-0622
291-2907-253-0623
291-2907-264-0971
291-2907-253-0624

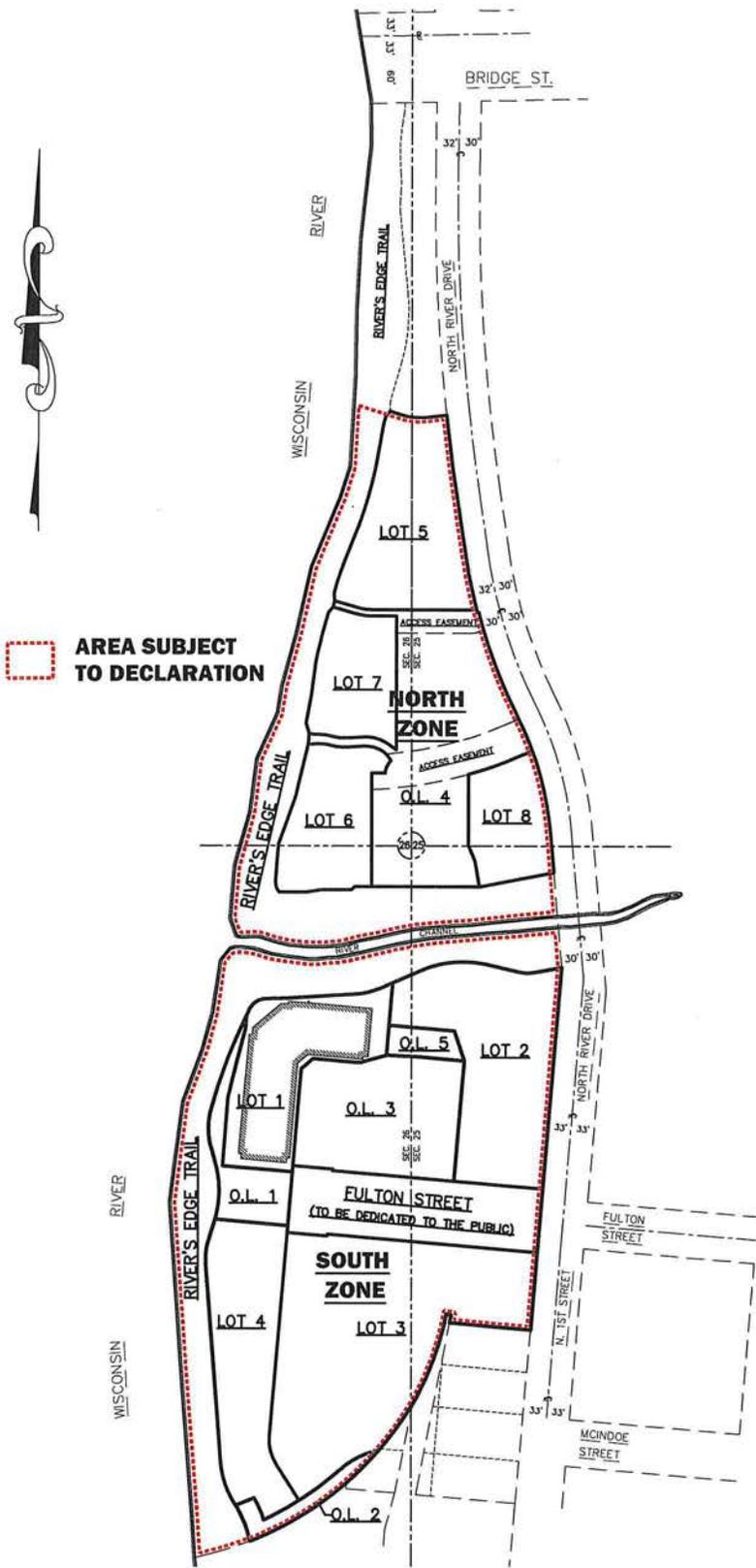
EXHIBIT B

DEPICTION OF LOTS, COMMON AREAS AND ZONES

[Diagram attached to this cover page.]

EXHIBIT MAP

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



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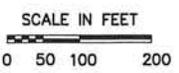


EXHIBIT C

LEGAL DESCRIPTION OF LOTS

North Zone Lots

Lot 5

Lot 1 of Certified Survey Map No. 17367, recorded on April 19, 2016 at the Office of Register of Deeds for Marathon County in Volume 83 of Certified Survey Maps on Page 24 as Document No. 1711959, being a part of the Southwest 1/4 of the Northwest 1/4 and part of the Northwest Quarter 1/4 of the Southwest Quarter 1/4, Section 25, and part of Government Lots 5 and 6, Section 26, Township 29 North, Range 7 East, in the City of Wausau, Marathon County, Wisconsin.

PIN: 291.2907.252.0982

Lot 6

Part of Lot 2 of Certified Survey Map No. 17367 recorded in the Office of Register of Deeds for Marathon County in Volume 83 of Certified Survey Maps on Page 24, being part of Government Lots 5 and 6, Section 26, Township 29 North, Range 7 East, City of Wausau, Marathon County, Wisconsin, described as follows:

Commencing at the South ¼ corner of said Section 26; thence N 89° 00' 45" E, along the South line of the Southeast ¼ of said Section 26, 2552.60 feet to the Southeast corner of said Section 26; thence N 0°51'39" W, 2732.18 feet to the point of beginning;

Thence N 90°00'00" W, 19.07 feet; thence S 0°00'00" E, 160.75 feet; thence N 90°00'00" W, 24.00 feet; thence S 45°00'00" W, 6.25 feet; thence N 90°00'00" W, 43.29 feet; thence S 81°00'00" W, 22.91 feet; thence N 90°00'00" W, 37.00 feet; thence along the arc of a curve to the right having a chord bearing of N 19°43'44" W and a chord distance of 16.04 feet and a radius of 19.81 feet; thence N 4°09'13" E, 40.01 feet; thence N 5°50'43" E, 14.01 feet; thence N 20°00'00" E, 70.00 feet; thence N 13°40'00" E, 77.00 feet; thence along the arc of a non-tangential curve to the right having a chord bearing S 87°00'00" E and a chord distance of 35.00 feet and a radius of 80.85 feet; thence along the arc of a curve to the left having a chord bearing of S 84°00'00" E and a chord distance of 20.00 feet and a radius of 60.59 feet; thence N 86°30'00" E, 26.00 feet; thence along the arc of a curve to the right having a chord bearing of S 61°15'24" E and a chord distance of 42.44 feet and a radius of 39.77 feet; thence along the arc of a non-tangential curve to the left having a chord bearing S 25°37'00" W and a chord distance of 20.00 feet and a radius of 28.64 feet to the point of beginning, said parcel containing approximately 0.57 acres.

PIN: Part of 291-2907-252-0981

[Legal descriptions of North Zone Lots continue on following page]

Lot 7

Part of Lot 2 of Certified Survey Map No. 17367 recorded in the Office of Register of Deeds for Marathon County in Volume 83 of Certified Survey Maps on Page 24, being part of Government Lots 5 and 6, Section 26, Township 29 North, Range 7 East, City of Wausau, Marathon County, Wisconsin, described as follows:

Commencing at the South $\frac{1}{4}$ corner of said Section 26; thence N 89° 00' 45" E, along the South line of the Southeast $\frac{1}{4}$ of said Section 26, 2552.60 feet to the Southeast corner of said Section 26; thence N 0°31'02" W, 2765.53 feet to the point of beginning;

Thence N 54°45'57" W, 14.40 feet; thence along the arc of a curve to the left having a chord bearing of N 74°07'58" W and a chord distance of 35.00 feet and a radius of 52.77 feet; thence S 86°30'00" W, 26.00 feet; thence along the arc of a curve to the right having a chord bearing of N 84°00'00" W and a chord distance of 15.71 feet and a radius of 47.59 feet; thence along the arc of a curve to the left having a chord bearing of N 83°41'48" W and a chord distance of 30.00 feet and a radius of 93.85 feet; thence N 75°19'59" W, 7.52 feet; thence N 18°19'50" W, 15.00 feet; thence N 10°24'03" E, 41.51 feet; thence N 7°52'08" E, 40.32 feet; thence along the arc of a curve to the right having a chord bearing of N 11°54'56" E and a chord distance of 40.65 feet and a radius of 288.00 feet; thence N 15°57'44" E, 38.16 feet; thence N 40°04'23" E, 9.84 feet; thence S 73°56'10" E, 31.84 feet; thence along the arc of a curve to the left having a chord bearing of S 81°58'05" E and a chord distance of 30.46 feet and a radius of 109.00 feet; thence N 90°00'00" E, 29.83 feet; thence S 0°00'00" E, 189.06 feet to the point of beginning, said parcel containing 0.471 acres.

PIN: Part of 291-2907-252-0981

Lot 8

Part of Lot 2 of Certified Survey Map No. 17367 recorded in the Office of Register of Deeds for Marathon County in Volume 83 of Certified Survey Maps on Page 24, being part of Government Lots 5 and 6, Section 26, Township 29 North, Range 7 East, City of Wausau, Marathon County, Wisconsin, described as follows:

Commencing at the South $\frac{1}{4}$ corner of said Section 26; thence N 89° 00' 45" E, along the South line of the Southeast $\frac{1}{4}$ of said Section 26, 2552.60 feet to the Southeast corner of said Section 26; thence N 1°36'46" E, 2731.65 feet to the point of beginning;

Thence along the arc of a curve to the left having a chord bearing of N 70°39'02" E and a chord distance of 75.22 feet and a radius of 596.67 feet; thence N 67°02'12" E, 22.02 feet to the Easterly line of said Lot 2; thence along said Easterly line and along the arc of a curve to the right having a chord bearing of S 12°25'39" E and a chord distance of 120.33 feet and a radius of 462.33 feet; thence S 4°57'01" E, along said Easterly line, 55.00 feet; thence S 78°58'35" W, 108.00 feet; thence N 9°31'27" W, 36.94 feet; thence N 23°00'00" W, 25.00 feet; thence N 0°00'00" E, 100.00 feet to the point of beginning, said parcel containing 0.420 acres.

PIN: Part of 291-2907-252-0981

[End of North Zone Lots; legal descriptions of South Zone Lots on following pages]

South Zone Lots

Lot 1

Lot 1 of Certified Survey Map No. 18353 recorded in the Office of Register of Deeds for Marathon County in Volume 90 of Certified Survey Maps on Page 93 on June 20, 2019, as Document Number 1781845, being part of Government Lot 6, all in Section 26, Township 29 North, Range 7 East, City of Wausau, Marathon County, Wisconsin.

PIN: 291.2907.264.0973

Lot 2

Part of Lot 2 of Certified Survey Map No. 18353 recorded in the Office of Register of Deeds for Marathon County in Volume 90 of Certified Survey Maps on Page 93, being part of Government Lot 6, Section 26, Township 29 North, Range 7 East, City of Wausau, Marathon County, Wisconsin, described as follows:

Commencing at the South $\frac{1}{4}$ corner of said Section 26; thence N $89^{\circ} 00' 45''$ E, along the South line of the Southeast $\frac{1}{4}$ of said Section 26, 2552.60 feet to the Southeast corner of said Section 26; thence N $1^{\circ} 31' 45''$ E, 2155.38 feet to the point of beginning;

Thence N $4^{\circ} 52' 48''$ E, 170.97 feet; thence N $17^{\circ} 54' 14''$ W, 44.53 feet; thence N $85^{\circ} 07' 43''$ W, 93.19 feet to the Westerly line of said Lot 2; thence N $4^{\circ} 56' 02''$ E, along said Westerly line, 60.04 feet to the Northerly line of said Lot 2; thence N $66^{\circ} 22' 00''$ E, along said Northerly line, 43.50 feet; thence along said Northerly line and along the arc of a curve to the right having a chord bearing of N $84^{\circ} 45' 00''$ E and a chord distance of 94.61 feet and a radius of 150.00 feet; thence S $76^{\circ} 52' 00''$ E, along said Northerly line, 46.22 feet; thence along said Northerly line and along the arc of a curve to the left having a chord bearing of S $88^{\circ} 26' 00''$ E and a chord distance of 20.05 feet and a radius of 50.00 feet; thence N $80^{\circ} 00' 00''$ E, along said Northerly line, 40.96 feet to the Easterly line of said Lot 2; thence S $4^{\circ} 52' 17''$ W, along said Easterly line, 314.48 feet; thence N $85^{\circ} 07' 43''$ W, 126.37 feet to the point of beginning, said parcel containing 1.115 acres.

PIN: Part of 291-2907-253-0622

[Legal descriptions of South Zone Lots continue on following page]

Lot 3

Part of Lot 2 of Certified Survey Map No. 18353 recorded in the Office of Register of Deeds for Marathon County in Volume 90 of Certified Survey Maps on Page 93, being part of Government Lot 6, Section 26, Township 29 North, Range 7 East, City of Wausau, Marathon County, Wisconsin, described as follows:

Commencing at the South $\frac{1}{4}$ corner of said Section 26; thence N $89^{\circ} 00' 45''$ E, along the South line of the Southeast $\frac{1}{4}$ of said Section 26, 2552.60 feet to the Southeast corner of said Section 26; thence N $5^{\circ} 23' 07''$ W, 1711.49 feet to the point of beginning;

Thence N $33^{\circ} 00' 23''$ W, 59.23 feet; thence along the arc of a curve to the right having a chord bearing of N $14^{\circ} 03' 31''$ W and a chord distance of 44.16 feet and a radius of 68.00 feet; thence N $4^{\circ} 53' 30''$ E, 286.56 feet; thence S $85^{\circ} 07' 43''$ E, 57.14 feet; thence N $4^{\circ} 52' 17''$ E, 2.50 feet; thence S $85^{\circ} 07' 43''$ E, 298.91 feet to the Easterly line of said Lot 2; thence S $4^{\circ} 50' 03''$ W, along said Easterly line, 109.62 feet to the Southerly line of said Lot 2; thence N $84^{\circ} 53' 22''$ W, along said Southerly line, 114.92 feet to the Easterly line said Lot 2; thence N $11^{\circ} 09' 09''$ E, along said Easterly line, 11.12 feet to the Southerly line of said Lot 2; thence N $78^{\circ} 50' 49''$ W, along said Southerly line, 6.47 feet to the Southeasterly line of said Lot 2; thence along said Southeasterly line and along the arc of a curve to the right having a chord bearing of S $20^{\circ} 42' 05''$ W and a chord distance of 135.76 feet and a radius of 409.72 feet; thence along said Southeasterly line and along the arc of a curve to the right having a chord bearing of S $35^{\circ} 54' 03''$ W and a chord distance of 80.73 feet and a radius of 460.50 feet; thence along the arc of a non-tangential curve to the left having a chord bearing of S $63^{\circ} 49' 27''$ W and a chord distance of 60.48 feet and a radius of 115.00 feet; thence along the arc of a curve to the right having a chord bearing of S $53^{\circ} 00' 21''$ W and a chord distance of 73.76 feet and a radius of 440.50 feet to the point of beginning, said parcel containing 1.915 acres.

PIN: Part of 291-2907-253-0622

[Legal descriptions of South Zone Lots continue on following page]

Lot 4

Part of Lot 2 of Certified Survey Map No. 18353 recorded in the Office of Register of Deeds for Marathon County in Volume 90 of Certified Survey Maps on Page 93, being part of Government Lot 6, Section 26, Township 29 North, Range 7 East, City of Wausau, Marathon County, Wisconsin, described as follows:

Commencing at the South $\frac{1}{4}$ corner of said Section 26; thence N $89^{\circ} 00' 45''$ E, along the South line of the Southeast $\frac{1}{4}$ of said Section 26, 2552.60 feet to the Southeast corner of said Section 26; thence N $5^{\circ} 23' 07''$ W, 1711.49 feet to the point of beginning;

Thence along the arc of a curve to the right having a chord bearing of S $61^{\circ} 32' 12''$ W and a chord distance of 57.40 feet and a radius of 440.50 feet; thence along the arc of a non-tangential curve to the left having a chord bearing of N $24^{\circ} 42' 38''$ W and a chord distance of 34.00 feet and a radius of 167.00 feet; thence along the arc of a non-tangential curve to the right having a chord bearing of S $67^{\circ} 11' 43''$ W and a chord distance of 27.30 feet and a radius of 406.50 feet to the Westerly line of said Lot 2; thence along said Westerly line and along the arc of a curve to the left having a chord bearing of N $32^{\circ} 58' 05''$ W and a chord distance of 4.44 feet and a radius of 140.00 feet; thence along said Westerly line and along the arc of a curve to the right having a chord bearing of N $19^{\circ} 08' 18''$ W and a chord distance of 61.06 feet and a radius of 120.00 feet; thence N $4^{\circ} 24' 00''$ W, along said Westerly line, 278.84 feet; thence along said Westerly line and along the arc of a curve to the right having a chord bearing of N $6^{\circ} 18' 00''$ E and a chord distance of 37.13 feet and a radius of 100.00 feet; thence N $17^{\circ} 00' 00''$ E, along said Westerly line, 28.66 feet; thence S $85^{\circ} 06' 38''$ E, 103.87 feet; thence S $4^{\circ} 53' 30''$ W, 296.41 feet; thence along the arc of a curve to the left having a chord bearing of S $14^{\circ} 03' 31''$ E and a chord distance of 44.16 feet and a radius of 68.00 feet; thence S $33^{\circ} 00' 23''$ E, 59.23 feet to the point of beginning, said parcel containing 0.852 acres.

PIN: Part of 291-2907-253-0622

[End of South Zone Lots]

EXHIBIT D

NET SQUARE FOOTAGE AND OWNERSHIP UNITS OF LOTS

North Zone Lots

<u>Lot</u>	<u>Acreage</u>	<u>Units (% of total)</u>	<u>% of Zone</u>
Lot 5	0.884 acres	12.6 Units (12.6%)	37.7% of North Zone
Lot 6	0.570 acres	8.1 Units (8.1%)	24.3% of North Zone
Lot 7	0.471 acres	6.7 Units (6.7%)	20.1% of North Zone
Lot 8	0.420 acres	6.0 Units (6.0%)	17.9% of North Zone
Totals:	2.346 acres	33.5 Units (33.5%)	100%

South Zone Lots

<u>Lot</u>	<u>Acreage</u>	<u>Units (% of total)</u>	<u>% of Zone</u>
Lot 1	0.781 acres	11.1 Units (11.1%)	16.7 % of South Zone
Lot 2	1.115 acres	15.9 Units (15.9%)	23.9 % of South Zone
Lot 3	1.915 acres	27.3 Units (27.3%)	41.1 % of South Zone
Lot 4	0.852 acres	12.2 Units (12.2%)	18.3 % of South Zone
Totals:	4.663 acres	66.5 Units (66.5%)	100%

Lot Totals (both zones): 7.009 acres; 100.0 Units

EXHIBIT E

NON-EXCLUSIVE LIST OF REGULAR ASSESSMENT ACTIVITIES

1. Maintenance, repair, and replacement of the River's Edge Trail, connecting sidewalks, and other common park features and elements in the other Common Areas.
2. Landscaping maintenance and plantings replacement along the River's Edge Trail and shoreline areas.
3. Trash removal in the public refuse cans.
4. Snow removal in the Common Areas, including the River's Edge Trail and connecting sidewalks, and other pedestrian and recreational trails and sidewalks, but excluding parking areas and associated drives.

EXHIBIT F

NON-EXCLUSIVE LIST OF ZONE SPECIFIC ASSESSMENTS

North Zone:

1. Landscaping of Common Areas within the North Zone (other than the River's Edge Trail and shoreline areas), including maintenance of turf and plantings replacement.
2. North Zone Common Area parking lot maintenance, repair, and replacement, including snow removal for the parking lot and associated drives.
3. Maintenance, repair, and replacement of common refuse collection areas, if any, serving the North Zone (including dumpster rental service charges).
4. Maintenance, repair, and replacement of North Zone storm water improvements.

South Zone:

1. Landscaping of Common Areas within the South Zone (other than the River's Edge Trail and shoreline areas), including maintenance of turf and plantings replacement.
2. South Zone Common Area parking lot maintenance, repair, and replacement, including snow removal for the parking lot and associated drives. Provided, however, that such costs shall be Zone Specific Assessments only be to the extent that such parking lot(s) are for shared use of the South Zone Lots and not reserved for specific Lots.
3. Maintenance, repair, and replacement of common refuse collection areas, if any, serving the South Zone (including dumpster rental service charges).
4. Maintenance, repair, and replacement of South Zone storm water improvements.

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

RESOLUTION OF THE FINANCE COMMITTEE

Approving property lease agreement with Miron Construction Co., Inc. at 1300 Cleveland Avenue

Committee Action: Pending

Fiscal Impact: \$2,700

File Number: 20-0823

Date Introduced: August 25, 2020

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>Budget Source:</i>
	<i>One-time Costs:</i>	Yes <input type="checkbox"/> No <input type="checkbox"/>	<i>Amount:</i>
	<i>Recurring Costs:</i>	Yes <input type="checkbox"/> No <input type="checkbox"/>	<i>Amount:</i>
SOURCE	<i>Fee Financed:</i>	Yes <input type="checkbox"/> No <input type="checkbox"/>	<i>Amount:</i>
	<i>Grant Financed:</i>	Yes <input type="checkbox"/> No <input type="checkbox"/>	<i>Amount:</i>
	<i>Debt Financed:</i>	Yes <input type="checkbox"/> No <input type="checkbox"/>	<i>Amount</i> <i>Annual Retirement</i>
	<i>TID Financed:</i>	Yes <input type="checkbox"/> No <input type="checkbox"/>	<i>Amount:</i>
	<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, Miron Construction Co., Inc. (Miron) was awarded the Wastewater Treatment Facility construction contract; and

WHEREAS, Miron is interested in material laydown and contractor parking on city owned property at 1300 Cleveland Avenue during the construction which could last through May, 2021; and

WHEREAS, your Finance Committee, at their August 25, 2020 meeting, discussed and approved entering into a property lease agreement with Miron to allow for material laydown and contractor parking on city owned property at 1300 Cleveland Avenue.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Wausau that the proper City officials are hereby authorized and directed to execute a property lease agreement with Miron Construction Co., Inc. for \$300 per month to allow for material laydown and contractor parking at 1300 Cleveland Avenue through May, 2021.

Approved:

Katie Rosenberg, Mayor



Office of the City Attorney

TEL: (715) 261-6590

FAX: (715) 261-6808

Anne L. Jacobson
City Attorney

Tara G. Alfonso
Assistant City Attorney

Nathan Miller
Assistant City Attorney

Memorandum

From: Anne L. Jacobson, City Attorney 

To: Finance Committee

Date: August 20, 2020

Re: Property Lease Agreement with Miron Construction Co., Inc. at 1300 Cleveland Avenue

Purpose: To obtain your approval of a property lease agreement with Miron Construction Co., Inc. at 1300 Cleveland Avenue.

Facts: On June 9, 2020, Council approved awarded the Wastewater Treatment Facility construction to Miron Construction Co., Inc.

Miron would like to utilize the property for material laydown and contractor parking on city owned property at 1300 Cleveland Avenue during the construction and is willing to enter into the attached property lease agreement, for payment to the city of \$300 per month for a minimum of nine months.

Recommendation: Approval.

PROPERTY LEASE AGREEMENT

This agreement is made this _____ day of _____, 2020 between Miron Construction Co., Inc. hereinafter "Lessee" and the City of Wausau, hereinafter "Lessor."

WITNESSETH:

1. Lessor hereby grants the Lessee access to and use of a portion of the premises located at 1300 Cleveland Avenue, Wausau, Wisconsin which Premises are to be used by the Lessee, Miron Construction Co., Inc. exclusively for material laydown and contractor parking and other permitted uses ONLY, as approved by the Lessor.
2. The term of this agreement shall be for a minimum of nine months after which it is ongoing until either party gives the other party a ten day notice that it wishes to terminate the agreement.
3. In exchange for the access and use of the property, the Lessee shall pay the Lessor a monthly rent of \$300.00 upon the signing of the Lease for the first (thirty days) months rent and for every thirty days thereafter; and shall be responsible for upkeep and the monitoring of the property and shall be the contact for the City of Wausau in the event of a violation of City regulations, or violations regarding the upkeep of the property.
4. Lessor shall be given access to the site upon request for taking soil samples and groundwater samples. Depending on the location of the proposed work, the Lessee shall be responsible for moving any stored material/equipment to allow Lessor to complete necessary soil sample work.
5. The parties to this agreement have discussed the provisions herein and find them fair and mutually satisfactory.
6. Lessee shall surrender possession of the premises immediately upon termination or cancellation of this agreement.
7. Lessee shall leave the premises in the same condition as it was at the commencement of the lease or in the same condition to which it was brought by the efforts of the Lessee, if any.
8. Lessee shall not "sublease" assigned or allow other entities to use or occupy the premises. Lessee agrees to refer any interested parties to the Owner.
9. Lessor shall not be liable to Lessee or to any other person for any damage to or loss of property or for injury or death of person's arising from Lessee's occupation of the leased premises pursuant to this agreement. Lessee agrees to indemnify, protect and save Lessor harmless from and against any and all losses, claims, liabilities, suits and actions, judgements and costs which shall arise from or grow out of Lessee's occupation or use of the premises. Lessee shall provide to the Lessor evidence of general liability insurance in an amount not less than one million dollars which names the Lessor as an additional insured for the leased premises and shall also provide evidence of worker's compensation coverage. The insurance certificate shall be provided to the Lessor prior to the Lessee entering onto the leased premises.

10. Any notice required by this lease shall be in writing. It shall be deemed served when delivered to the other party personally, or via certified mail, to the other party at the address indicated at the end of this lease.
11. Lessee may not sublet or assign its leasehold interests.
12. Lessee shall not permit the attachments of any liens against the property.
13. It is hereby agreed by the parties to this lease that if Lessor obtains a judgement against the Lessee for breach of any provisions hereof, Lessor's contract damages will include all reasonable attorney's fees and other litigation expenses incurred by Lessor in obtaining such judgement.

In Witness whereof, the parties hereto have duly executed this lease as of the date first above written.

Lessor: City of Wausau
407 Grant Street
Wausau, WI 54403

Lessee: Miron Construction Co., Inc.
500 First St., Suite 4000
Wausau, WI 54403

By: _____
Signature

By: _____
Signature

Print Name

Print Name