



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, April 28, 2015 at 7:00 pm.**
 Location: **City Hall (407 Grant Street, Wausau WI 54403) - Council Chambers**
 Members: **Bill Nagle, Romey Wagner, David Nutting, Tom Neal, Gary Gisselman, Keene Winters, Lisa Rasmussen, Karen Kellbach, David Oberbeck, Sherry Abitz, Robert Mielke**

Call to Order

Pledge of Allegiance / Roll Call / Proclamations

Presentations:

Public Comment: (Pre-registered citizens for matters appearing on the agenda)

Communications: (Mayor / Alderpersons / Department Heads or designee)

Committee Reports: (All standing and non-standing committees, commissions or boards)

File #	CMT	Consent Agenda	ACT
15-0301		Minutes of previous meeting(s). (3/24/15)	
15-0408	FIN	Resolution Supporting the Continued Existence of the Board of Commissioners of Public Lands and the Local Government Loan Program	Approved 5-0
03-1011	FIN	Resolution Approving Second Amendment to Lease Agreement between City of Wausau and Espresso Sensory Perception, LLC dba VINO LATTE'	Approved 5-0
99-1104	FIN	Resolution Modifying the Procurement Policy	Approved 5-0
02-0511	P&R	Ordinance Amending Section 9.20.020 Regulation of persons, banning animals from the Marathon County Sports Complex and Marathon Park Amphitheater	Approved 5-0

File #	CMT	Resolutions and Ordinances	ACT
15-0403		Confirmation of Mayor's Appointments	
02-0433	COUN	Council Elections: Accept and close nominations to the Wausau Water Works Commission (Simple Majority)	
14-1109	AIR & FIN	Joint Resolution Approving the utility relocation and installation and related budget modification for the Electric and Gas Installation in the East Hangar District and upgrade electrical service for the Balloon Rally	Approved 6-0 Approved 5-0
15-0409	FIN	Resolution Approving Youth Development Programs Contract and Peer Court Program Contract with Boys and Girls Club of the Wausau Area, Inc.	Approved 5-0
15-0410	FIN	Resolution Opposing the Elimination of Personal Property Taxes and Computer Aid	Approved 5-0
14-1109	FIN	Resolution Approving budget modification for the Police Department Tactical Emergency Medical Support	Approved 5-0
14-1109	FIN	Resolution Approving budget modification for the Fire Department for Motor Pool Charges	Approved 5-0
14-1109	FIN	Resolution Approving Modification of the 2015 Budget - Capital Project Funds	Approved 5-0
14-1109	FIN	Resolution Approving budget modification for Seasonal Staffing for the Sewer Utility Fund	Approved 5-0
14-1109	FIN	Resolution Approving budget modification for the City of Wausau's Obligation to Remove a Transformer for the RMM Development Agreement	Approved 5-0

Public Comment & Suggestions - (for matters not appearing on the agenda)
 Adjournment

Signed by James E. Tipple, Mayor

This Notice was posted at City Hall and faxed to the Daily Herald newsroom on 4/23/15 @ 3:00 pm. Questions regarding this agenda may be directed to the City Clerk.

OFFICIAL PROCEEDINGS OF THE WAUSAU COMMON COUNCIL
held on Tuesday, March 24, 2015, at 7:00 pm in the Council Chambers at City Hall.
Mayor Tipple presiding.

Roll Call

03/24/2015 7:00:07 PM

Roll Call indicated 11 members present.

<u>District</u>	<u>Aldersperson</u>	<u>Present</u>
1	Nagle, William P.	YES
2	Wagner, Romey	YES
3	Nutting, David E.	YES
4	Neal, Tom	YES
5	Gisselman, Gary	YES
6	Winters, Keene	YES
7	Rasmussen, Lisa	YES
8	Kellbach, Karen	YES
9	Oberbeck, David	YES
10	Abitz, Sherry	YES
11	Mielke, Robert	YES

Public Comment (Pre-registered citizens for matters appearing on the agenda.)

- 1) John Fischer, Emmerich Properties Charitable Trust, spoke regarding scheduling a special assessment hearing for S 2nd Avenue construction. He felt it was time to move it forward.
- 2) Christine VanDeYacht, representing Zuivelfabriek, LLC, requested updates on the unresolved issues that were discussed in January regarding the S 2nd Avenue construction. She wanted to see a comprehensive plan done before moving forward with any landscaping.
- 3) Elizabeth Field, Executive Director of Wausau River District, indicated she was speaking on behalf of the vast majority of the businesses and property owners on the near west side of the district. She stated they were in favor of the landscaping development for the S 2nd Avenue project.
- 4) Rick Petzke, 118 S 2nd Ave, indicated he supported beautifying the area of S 2nd Ave, but wanted a specific plan on what is going to take place, who is going to pay for it, and how it is going to happen.
- 5) Deb Ryan, 702 Elm St, spoke regarding the S 2nd Avenue construction's effect on the businesses as well as the one and a half blocks of non-profits. She noted there were many residents with low income and/or disabilities.
- 6) Kari Bender, 718 Eau Claire Blvd, spoke regarding the west side redevelopment and indicated she had not heard anything for a long time and was surprised that there was going to be a decision made tonight. She did not feel there was proper input or a comprehensive plan.

Communications and Committee Reports

- 1) Nagle stated the city should consider adding more hours to the yard waste site and indicated he has received complaints from constituents regarding the hours and long lines. He also spoke in response to comments made regarding Alderman Nutting at the last Council meeting. He stated he works hard for his people and citizens of the City of Wausau.
- 2) Wagner stated Dr. Stephen Hintz has agreed to a four session educational workshop for the Council regarding the content of the government and responsibilities.

Consent Agenda

03/24/2015 7:16:07 PM

Motion by Mielke, second by Nutting to adopt all items listed on the Consent Agenda as follows:

Nagle requested File # 14-0508 be pulled off the Consent Agenda.

15-0201 Minutes of previous meeting(s). (02/24/2015)

10-0903 Clerk's Appointments to the Board of Canvassers for a term expiring December 31, 2016, pursuant to Wisconsin Statutes 7.53(2)(a)1.

99-1104 Resolution of the Finance Committee Modifying the Procurement Policy

03-0306 Resolution of the Finance Committee authorizing the write-off of certain uncollectible delinquent personal property tax accounts from the City's accounting records.

02-1118 Resolution of the Finance Committee establishing an Annual Parking Permit Rate

12-0812 Resolution of the Finance Committee establishing Special Assessment Installment Schedule

Yes Votes: 11 No Votes: 0 Result: PASS

14-0508

03/24/2015 7:20:20 PM

Motion by Neal, second by Rasmussen to adopt an Ordinance of the Public Health & Safety Committee amending Section 8.08.011 Keeping of honey bees, regarding waiver or requirements.

Nagle stated the ordinance needs to be complied with and did not feel waivers should be allowed by a few members of a committee; he felt it should be a full Council decision. He was not in favor of beekeeping in the city in the first place and noted that lots were small in his district. Rasmussen explained the situation with an individual requesting a waiver of certain requirements who lived near woods and water. No one has access to site other than the owner and the Humane Officer inspected it. She pointed out this would be on a case by case basis and the committee would be acting on the advice of professional staff following inspection.

Yes Votes: 7 No Votes: 4 Abstain: 0 Not Voting: 0 Result: PASS

<u>District</u>	<u>Aldersperson</u>	<u>Vote</u>
1	Nagle, William	NO
2	Wagner, Romey	YES
3	Nutting, David E.	YES
4	Neal, Tom	YES
5	Gisselman, Gary	YES
6	Winters, Keene	NO
7	Rasmussen, Lisa	YES
8	Kellbach, Karen	YES
9	Oberbeck, David	NO
10	Abitz, Sherry	YES
11	Mielke, Robert	NO

15-0105

03/24/2015 7:49:46 PM

Motion by Rasmussen, second by Neal to adopt a Preliminary Resolution of the Capital Improvements and Street Maintenance Committee Levying Special Assessments for 2015 Street Reconstruction Projects - 2nd Avenue from Stewart Avenue to Elm Street and Clark Street from 2nd Avenue to the cul-de-sac.

Rasmussen stated we have utility companies that need answers from us as to whether we are going bury utility lines this year or not because their summer schedule is being planned and budget for. She commented we held this up in January and one of the key stakeholder complaints was over head lines.

Brad Lenz stated we adopted the Near West Side Master Plan in 2007 and have been working on implementing it for at least seven years. He explained the idea is to keep the street network similar to what it is now because we want to facilitate a smaller scale business district, a mixed use district, one that is walkable, pedestrian friendly, bike friendly, and connects to the riverfront as much as possible. We want to add greenery to make it a more livable area that has some unique features in it that separate it. Oberbeck indicated he could not support moving forward without the comprehensive plan. Lengthy discussion followed on this item.

Yes Votes: 10 No Votes: 1 Abstain: 0 Not Voting: 0 Result: PASS

<u>District</u>	<u>Aldersperson</u>	<u>Vote</u>
1	Nagle, William	YES
2	Wagner, Romey	YES
3	Nutting, David E.	YES
4	Neal, Tom	YES
5	Gisselman, Gary	YES
6	Winters, Keene	YES
7	Rasmussen, Lisa	YES
8	Kellbach, Karen	YES
9	Oberbeck, David	NO
10	Abitz, Sherry	YES
11	Mielke, Robert	YES

92-1009

03/24/2015 8:00:44 PM

Motion by Neal, second by Nutting to adopt a Resolution of the Public Health & Safety Committee approving the award of a ten year contract for Solid Waste and Recyclable collection Services to Harter's Fox Valley Disposal, Inc. and the Implementation of Automated Collection System with Cart Ownership retained by the Contractor.

Mayor Tipple stated for the next eight months prior to implementation we will be educating the public through various mediums, Facebook, Public Access, media and direct mailings. Rasmussen indicated sample carts will be in the lobby at City Hall for people to look at to see the sizes. She commended Maryanne Groat for the amount and quality of work she did on the project making it easy for the Public Health & Safety Committee to analyze. Groat reviewed the process for putting out the RFP and obtaining the bids.

Yes Votes: 11 No Votes: 0 Result: PASS

15-0311

03/24/2015 8:03:04 PM

Motion by Winters, second by Abitz to adopt a Resolution of the Finance Committee establishing Fiscal Impact Policy to Assist the Evaluation of Legislative Decisions.

Yes Votes: 11 No Votes: 0 Result: PASS

11-1214

03/24/2015 8:03:52 PM

Motion by Nutting, second by Wagner to adopt a Resolution of the Finance Committee authorizing the submittal of a loan application for the properties at 920-1000 North 1st Street and 1202 North 1st Street and the subsequent appropriation of City of Wausau funds for a Wisconsin Ready for Reuse Hazardous Substance Loan.

Yes Votes: 11 No Votes: 0 Result: PASS

15-0309

03/24/2015 8:06:12 PM

Motion by Neal, second by Rasmussen to adopt a Resolution of the Human Resources Committee approving the creation of one Full-Time Equivalent (FTE) Water Distribution Maintainer for the Water Operations Division.

Yes Votes: 11 No Votes: 0 Result: PASS

Public Comment or Suggestions (for items not listed on the agenda)

- 1) Christine VanDeYacht, representing Zuivelfabriek LLC, 117-121 S. 2nd Ave, spoke regarding the catalyst of Near West Side Plan in reference to the property that she owns. She requested to be placed on the next Economic Development Committee agenda to discuss Zuivelfabriek and the Kleinheinz Dairy building.
- 2) Bernie DeLonay, Frazer Family Foundation, thanked the Mayor for including Public Access in the media listed to help educate the public.
- 3) Deb Ryan, 702 Elm St, spoke regarding the replacement plan for Spring Cleanup and her dissatisfaction with the handling of it by the staff and N2N. Mayor Tipple commented the N2N Committee has done a large item disposal for four or five years and our intent this year was not to replace the large item pickup, rather to continue to do our service and did not feel the need to change anything.

Adjourn

03/24/2015 8:13:50 PM

Motion by Rasmussen, second by Nutting to adjourn. Motion carried unanimously. Meeting adjourned at 8:15 p.m.

James E. Tipple, Mayor
Toni Rayala, City Clerk

Approved:

James E. Tipple, Mayor

FINANCE COMMITTEE

Date and Time: Tuesday, April 14, 2015 @ 5:30 pm., Board Room

Members Present: Winters, Kellbach, Nagle, Oberbeck, Nutting

Others Present: Tipple, Groat, Giese, Hardel, Barnes, Alfonso, Hebert, Erickson, Jacobson, Kujawa, Lindman, Werth, Chmiel, S. Gehin, Wagner, Rasmussen, Neal, Mielke, Gisselman, Abitz, Goede, Joe Mella, Brian Stezinski-Williams, Lindsey Lewitzke

Discussion and possible action on a resolution supporting the continued existence of the Board of Commissioners of Public Lands and local government loan program - Groat

Groat stated the Board of Commissioners of Public Lands take the funds that come from forest crop off of their public lands and invest those funds either in public investments or give the funds to municipalities as a loan. She noted they gave the city special consideration and funded the entire Jefferson Street Parking Ramp for us while we awaited the IRS private letter ruling, which ultimately allowed us to issue tax exempt for that ramp. We also used them for the Wausau Window & Wall and the Entrepreneurial Center.

Motion by Nagle, second by Oberbeck to approve a resolution supporting the continued existence of the Board of Commissioners of Public Lands. Motion carried 5-0.



TO: FINANCE COMMITTEE MEMBERS

FROM: MARYANNE GROAT

DATE: March 4, 2015 4, 2015

SUBJECT: Legislation regarding the Dismantling of the Board of Commissioners of Public Lands

Purpose: To consider the State proposal to dismantle the Board of Commissioners of Public Lands

The League of Municipalities is urging its members to consider resolutions supporting the continued existence of the Board of Commissioners of Public Lands. I have attached a description of this organization.

The City of Wausau has used the Board of Commissioner of Public Lands on several occasions as a financing agency for public debt. In fact, the City of Wausau was the first community in the State to receive special financing consideration when the BCPL agreed to fund the city's borrowing needs for the Jefferson Street Parking Ramp while we awaited an IRS private letter ruling which ultimately allowed tax exempt financing. The city also used the Board of Commissioners to finance our development agreement obligations for the construction of the new Wausau Window and Wall facility and the Entrepreneurial Center. It can be a great financing alternative for taxable financing, has minimal administrative requirements and no debt issuance costs.

In addition to the financing services, the organization disburses about \$300,000 annually to the Wausau School District and \$230,000 to the DC Everest School District for library assistance.

State of Wisconsin Board of Commissioners of Public Lands

Who we are and what we do

The Board of Commissioners of Public Lands (BCPL), Wisconsin's oldest state agency, is comprised of Secretary of State Douglas La Follette, State Treasurer Matt Adamczyk, and Attorney General Brad Schimel. We proudly carry on the pioneering commitment of our state's early leaders to a constitutionally protected form of public education financing that originated with millions of acres of land granted by the federal government.

Nearly all of the School Trust Lands were sold over 100 years ago. The proceeds were used to establish the [School Trust Funds](#), which continue to grow with revenue from unclaimed property, clear proceeds of civil and criminal fees, fines and forfeitures, and timber production on School Trust Lands.

We manage these Funds and the remaining [School Trust Lands](#) for the benefit of public school libraries, the University of Wisconsin, and the state's citizens. See our [Common School Fund Brochure](#) and our [Normal School Fund Brochure](#) for details.

We also maintain a rich archive of [historical records](#) related to the agency's past and present land holdings.

We do all of this with only ten full-time employees and not one penny of general-purpose tax revenue.

How you benefit

This small state agency is an integral part of Wisconsin's history and economy. Our financial investments, land management practices, and archive benefit every citizen of the state.

- We [generate investment income](#) for distribution as public school library aid— a total of \$30.2 million during fiscal year 2014. See what your school received by clicking [here](#).
- We [loan money](#) to municipalities and school districts for public purpose projects— nearly \$122 million approved during that same time period.
- We contribute to Wisconsin's [sustainable timber economy](#), combat forest fragmentation, protect unique natural areas, and secure public access to large blocks of northern forests.
- We manage an [extensive archive](#) consulted by land owners, surveyors, researchers, and others interested in this rich source of historical information about the state's land and early settlers.

We are grateful for this opportunity to serve as stewards of the lands, moneys, and records we hold in trust for all of Wisconsin's citizens

FINANCE COMMITTEE

Date and Time: Tuesday, April 14, 2015 @ 5:30 pm., Board Room

Members Present: Winters, Kellbach, Nagle, Oberbeck, Nutting

Others Present: Tipple, Groat, Giese, Hardel, Barnes, Alfonso, Hebert, Erickson, Jacobson, Kujawa, Lindman, Werth, Chmiel, S. Gehin, Wagner, Rasmussen, Neal, Mielke, Gisselman, Abitz, Goede, Joe Mella, Brian Stezinski-Williams, Lindsey Lewitzke

Approving Second Amendment to Lease Agreement between City of Wausau and Espresso Sensory Perception, LLC dba Cafe' Le Grand - Jacobson

Jacobson explained it is an amendment to their current lease to raise their rent from \$600 to \$800 by mutual consent. She noted they changed their trade name from Café Le Grand to Vino Latte.

Motion by Nagle, second by Kellbach to approve the amendment to the lease agreement with Espresso Sensory Perception, LLC. 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

Memorandum

TO: Finance Committee

FROM: Anne Jacobson, City Attorney 

DATE: April 8, 2015

RE: Second Amendment to Lease Agreement between the City of Wausau and Espresso Sensory Perception, LLC d/b/a Cafe' Le Grand

Purpose: To obtain approval of a staff negotiated lease amendment between the City and Espresso Sensory Perception, LLC d/b/a Cafe' Le Grand located at 700 Grand Avenue.

Background/History: A lease agreement was executed on November 1, 2003, for a three-year term with additional one-year periods upon the mutual agreement of the parties. The rent for the three-year term was \$500 for the first year, \$600 for the second year and \$750 for the third year. An amendment to the lease was executed on November 14, 2005, striking the rent increase provision for year three.

Staff wanted to address the Lessee's questions regarding maintenance. The City shall continue to maintain the exterior of the building and the structural components of the building. The staff also reviewed the rent with the Lessees which had been at \$600 since November 1, 2004.

Recommendations: It is recommended, upon mutual agreement of the parties, that the rent be increased to \$800 per month beginning June 1, 2015 with a three (3) percent increase per year compounded annually.

alj

SECOND AMENDMENT TO LEASE AGREEMENT
BETWEEN THE CITY OF WAUSAU AND
ESPRESSO SENSORY PERCEPTION, LLC, D/B/A VINO LATTE'

The parties hereby agree to amend Paragraph 3, Rent, of the Lease Agreement entered into on November 1, 2003.

Paragraph 3 is hereby amended to read:

3. RENT. LESSEE agrees to pay to LESSOR as follows:

The rent shall be Eight Hundred Dollars (\$800) per month beginning June 1, 2015, with a three (3) percent increase per year compounded annually. Payments shall be made at the office of the City Treasurer at City Hall, 407 Grant Street, Wausau, Wisconsin, or mailed to that address. Payment shall be received by the 1st day of each month for which the rent is due until the expiration of the lease agreement. (If the rent payment is made by mail, the money must be received by the City Treasurer on or before the 1st day of each month.)

Dated _____.

CITY OF WAUSAU BY:

Witness

James E. Tipple, Mayor

Witness

Toni Rayala, Clerk

ESPRESSO SENSORY PERCEPTION,
LLC, BY:

Witness

Loreen Glaman, Member

03-1011

LEASE AGREEMENT BETWEEN THE CITY OF WAUSAU
AND ESPRESSO SENSORY PERCEPTION, L.L.C., D/B/A CAFÉ LE GRAND

THIS AGREEMENT, made this 1st day of November, 2003, by and between the City of Wausau, a municipal corporation of the State of Wisconsin, hereinafter referred to as "LESSOR," and Espresso Sensory Perception, L.L.C., d/b/a Café Le Grand, hereinafter referred to as "LESSEE";

WITNESSETH:

WHEREAS, LESSOR presently owns property in the City of Wausau, a description of such property being attached hereto as "Exhibit 1" and incorporated herein by reference; and

WHEREAS, the property described on "Exhibit 1" contains a structure and is partially surfaced with asphalt, and LESSEE wishes to lease from LESSOR this property along with the herein described improvements, and LESSOR wishes to lease to LESSEE this property along with the herein described improvements, all upon terms and conditions as follows:

NOW, THEREFORE, and in consideration of the rents, covenants, and agreement herein contained, LESSOR does hereby lease to LESSEE, and LESSEE does lease from LESSOR the following premises, rights and privileges, on and to that land described on "Exhibit 1" attached hereto:

- 1. **PREMISES.** LESSOR hereby leases to LESSEE and LESSEE hereby leases from LESSOR that certain tract of land including the improvements thereon as described as follows:

See "Exhibit 1" attached hereto and incorporated herein by reference.

- 2. **DURATION OF LEASE.** The term of this lease shall be three (3) years, beginning on the 1st day of November, 2003, and terminating on the 1st day of November, 2006. This lease may be renewed for additional one-year periods upon the mutual agreement of the parties, notice of the renewal to be given 120 days prior to termination; if the parties cannot agree on the terms for a new lease, then this agreement will terminate on November 1 of the term. In the event there is a third-party offer to lease the premises after the term of this lease, LESSEE shall be given the right to match the monetary offer of that third party, and continue on a year-to-year basis.

- 3. **RENT.** LESSEE agrees to pay to LESSOR as follows:

The rent shall be Five Hundred Dollars (\$500) per month the first year; Six Hundred Dollars (\$600) per month the second year; and Seven Hundred Fifty Dollars (\$750) per month the third year. Payments shall be made at the office of the City Treasurer at City Hall, 407 Grant Street, Wausau, Wisconsin, or mailed to that address. Payment shall be received by the 1st day of each month for which the rent is due until the expiration of the lease agreement. (If

the rent payment is made by mail, the money must be received by the City Treasurer on or before the 1st day of each month.)

4. ACCESS. LESSOR may, in its sole discretion, prohibit left turn movements into and out of the Thomas Street access point—necessitating a right turn in and right turn out only movement.
5. CONDITION OF PREMISES. LESSEE having inspected the demised premises, agrees to accept the premises in their present condition and state of repair and acknowledges that LESSOR has made no representation as to the condition of the premises.
6. USE OF PREMISES. The premises shall be used for an espresso bar and coffee house, provided that any use shall be a use which is permitted by the zoning ordinances of the City of Wausau.
7. HOURS OF OPERATION. LESSOR reserves the right to impose restricted hours of operation on the premises in the future should monitored traffic conditions at the intersection warrant a need for such restriction.
8. CARE OF PREMISES. LESSEE agrees to keep the premises in good repair and reasonably clean at its expense, to maintain in good repair all equipment which is within the building on the premises and to return the building and the premises to LESSOR in reasonably good condition, repairing or replacing all broken or missing articles. LESSOR shall have the right to inspect the premises at all reasonable times and if LESSEE fails to keep the premises in a reasonably clean condition, LESSOR may clean the premises and charge the costs thereof to LESSEE.
9. INTERIOR REDECORATION. It is agreed by and between the parties hereto that LESSEE may do its own interior redecoration and/or work within the building on the demised premises, including the removal of non-load bearing walls, only after written approval of such redecoration and/or work by LESSOR, which approval shall not be unreasonably withheld. Any and all work done by LESSEE shall be done at its own expense, and title to any redecoration and/or work shall be and remain in LESSOR.
10. CHANGES/IMPROVEMENTS OTHER THAN INTERIOR. It is agreed by and between the parties hereto that LESSEE shall not make any changes to or on or do anything to or on the exterior of the building, the land, the parking lot, or the sign, unless specifically permitted by this agreement.
11. REMOVAL OF EQUIPMENT, FIXTURES, ETC. LESSEE may remove, at its own expense and without damage to the building or grounds, any equipment, fixtures, personal property, air conditioning equipment, or other similar items owned and installed by LESSEE in or on the demised premises, provided, however, that it leave the premises in the same condition of repair and as tenantable as they were at the making of this agreement and prior to the addition of such equipment, fixtures, etc.

12. **EXTERIOR.** It is agreed between the parties hereto that LESSOR shall be responsible for the exterior of the building, the doors and the windows, unless the repairs and/or maintenance is necessitated by an act or an omission of LESSEE or someone on the premises for the purpose of conducting business with LESSEE.
13. **HEAT AND UTILITIES.** It is agreed by and between the parties hereto that LESSEE shall pay and be responsible for any and all natural gas, electrical, heat, light, telephone, water, sewer and any other services and/or utility services used by it during the term of this lease.
14. **GOVERNMENTAL REGULATIONS.** LESSEE agrees to keep and occupy the premises in accordance with all police, sanitary, health, safety, and other rules, laws, and regulations imposed by any governmental authority.
15. **PROPERTY INSURANCE.** LESSOR agrees to keep the leased premises insured for fire and extended coverage for the full insurable value thereof. LESSEE agrees to insure all of LESSEE's property on the leased premises, and any improvements that LESSEE might make to the leased premises, for fire and extended coverage for the full insurable value thereof.
16. **LIABILITY INSURANCE.** LESSEE agrees to carry and pay the premiums for public liability insurance, including liability under the safe place statute, insuring LESSOR against liability for injury to property for at least Five Hundred Thousand Dollars (\$500,000) and against liability for injury to persons or for loss of life arising out of the use and occupancy of the demised premises, with limits of Two Million Dollars (\$2,000,000) per person and per occurrence, and shall furnish evidence of such insurance to LESSOR. In lieu of the foregoing, if LESSEE carries such public liability insurance under a blanket policy, LESSEE shall furnish LESSOR a current certificate to that effect which states the amount thereof, the type of coverage, and that LESSOR has been added as a coinsured for the demised premises. LESSOR shall have the right at any time to force LESSEE to raise the herein described limits of coverage. Such increase shall be implemented by LESSEE within thirty (30) days of notice by LESSOR.
17. **INDEMNIFY AND HOLD HARMLESS.** LESSEE agrees to indemnify LESSOR, and to save and hold LESSOR free and harmless from and against any and all judgments, damages, losses, costs, claims, expenses, suits, demands, actions, and/or causes of action of any kind or of any nature, which may be sustained by reason of damage or damages or injury to any person or persons or property or death to any person or persons, or by reason of any other liability imposed by law or by anything or by anyone else upon LESSOR, as the result of and/or due to LESSEE's operations on the premises which are the subject of this lease and/or as a result of and/or due to the presence of LESSEE on the premises which are the subject of this lease agreement and/or the result of and/or due to the existence of this lease agreement; and LESSEE agrees to indemnify and save and hold free and harmless any of LESSOR's appointed, hired, and elected officers, agents, employees and designees from the aforementioned judgments, damages, losses, costs, claims, expenses, suits, demands, actions and/or causes of action of any kind or of any nature, and this specifically includes within this indemnification and hold harmless, attorney's fees and other costs of defense which may be

sustained by and/or occasioned to LESSOR and/or any of LESSOR's appointed, hired, and elected officers, agents, employees and designees.

18. RELEASE. LESSEE hereby releases LESSOR, and its officers, agents, employees and designees from all judgments, damages, losses, costs, claims, expenses, suits, demands, actions and/or causes of action of any kind or of any nature, which may result from or be due to LESSEE's operations on the premises which are the subject of this lease and/or as a result of and/or due to the present of LESSEE on the premises which are the subject of this lease and/or as the result of and/or due to the existence of this lease agreement.
19. REPAIRS AND MAINTENANCE. LESSEE shall, during the term of this lease and any renewal or extension thereof, keep the interior of the building on the demised premises in good order, and in a presentable office-like appearance, reasonable wear and tear excepted, and shall keep the exterior premises reasonable free of debris and in good order and in a presentable manner. LESSOR's duties for maintaining the demised premises shall include, but shall not be limited to, repairs to the heating system, air-conditioning system, electrical system, plumbing system, walls, floors, ceilings, roof, and windows. In general, the structural components of the building shall be the responsibility of LESSOR to maintain.
20. ASSIGNMENT—SUBLETTING. LESSEE may not assign or sublet all or any portion of the demised premises without the approval of LESSOR, which approval shall not be unreasonably withheld. LESSOR shall have the right to sell, assign, or transfer LESSOR's interest in this lease agreement.
21. SIGNS. LESSEE may erect such signs, or place lettering or other types of identification upon the demised premises, or may place lettering or other types of identification upon the sign which is presently on the premises, only pursuant to city ordinances and state and federal statutes and codes.
22. DAMAGE OR DESTRUCTION. In the event the demised premises shall be destroyed, or so damaged by fire, explosion, windstorm, or other casualty so as to be untenable, LESSOR shall not be bound to restore the demised premises, and this lease agreement shall be immediately terminated. In the event the damage does not render the demised premises untenable, LESSOR shall restore the demised premises with reasonable dispatch and while such damage is being repaired, LESSEE shall be entitled to an equitable abatement of rent. LESSOR shall not be liable or responsible for any delays in rebuilding or repairing due to strikes, riots, acts of God, national emergency, act of a public enemy, governmental laws or regulations, inability to procure materials, labor, or any other causes beyond its control.
23. CONDEMNATION. If the demised premises or any part thereof is taken by eminent domain, this lease shall expire on the date when the leased property shall be so taken, and the rent shall be apportioned as of such date. No part of any award shall belong to LESSEE. LESSEE agrees that it is not entitled to any state or federal condemnation benefits, any benefits under Chapter 32 of the Wisconsin Statutes, or any state or federal relocation benefits. LESSEE agrees that it shall make no claim for any of these benefits. LESSEE agrees that if it is paid any of these benefits or any other relocation or condemnation benefits,

that it shall repay to CITY an equal amount within thirty (30) days of the receipt by LESSEE of the benefits. Notwithstanding the provisions of this paragraph, LESSEE shall be entitled to reimbursement for actual moving expenses and for actual phone hookup expenses, however, these expenses shall not be considered as "Relocation" benefits.

24. TERMINATION FOR STREET RIGHT-OF-WAY. LESSOR may terminate this lease at any time, without penalty to it, upon six (6) months notice to LESSEE, upon a determination by LESSOR that it wishes to utilize some or all of the demised premises for road right-of-way.

LESSEE agrees that in the event of termination pursuant to this paragraph, that it is not entitled to any state or federal condemnation benefits, any benefits under Chapter 32 of the Wisconsin Statutes, or any state or federal relocation benefits. LESSEE agrees that it shall make no claim for any of these benefits. LESSEE agrees that if it is paid any of these benefits or any other relocation or condemnation benefits, that it shall repay to CITY an equal amount within thirty (30) days of the receipt by LESSEE of the benefits.

LESSOR shall be entitled to take a portion of the demised premises for road right-of-way purposes as long as the taking does not substantially impair the operation of the leased premises by LESSEE or any approved sublessee.

25. TERMINATION OF LEASE BY LESSOR. If default is made in the payment of rent, at the times above stated, or if LESSEE shall break any of the covenants and agreements herein contained, or shall willfully or maliciously do injury to the premises, or shall file a petition in bankruptcy or have an involuntary petition in bankruptcy filed against him, or make an assignment for the benefit of creditors, LESSOR or its legal representatives shall have the right at any time thereafter, without notice, to declare this lease void and the term herein contained ended, and may re-enter the premises and expel LESSEE, using such force as may be necessary, without prejudice to any remedies which LESSOR may have to collect arrears of rent.

26. LESSOR'S OPTION TO CURE LESSEE'S BREACH. In the event of any breach hereunder by LESSEE, either in payment of insurance premiums, personal property taxes, charges, rents, fees or licenses levied, charged, or assessed by governmental authority, or in the making of repairs or maintenance, or in failing to deposit policies, or in any other covenants and agreements herein contained, LESSOR may immediately, or at any time thereafter, after five (5) days written notice to LESSEE, cure such breach at the expense of LESSEE. If LESSOR, at any time, by reason of such breach, is compelled to pay, or elects to pay, any money or to do any act which will require the payment of any money, or is compelled to incur any expenses, including reasonable attorney's fees, in instituting or prosecuting any action or proceeding to enforce LESSOR's rights hereunder, the sums so paid by LESSOR with interest at the rate of 10 percent per annum from the date of payment thereof, shall be deemed additional rent hereunder and shall be due from LESSEE to LESSOR from the time of disbursement. It is agreed that after the service of any notice, or the commencement of suits, or after final judgment for possession of the premises, LESSOR may receive and

collect any rent or additional rent due without prejudice to or waiver of an effect upon the said notice, suit, or judgment.

27. CUMULATIVE REMEDIES. All rights and remedies of LESSOR herein enumerated shall be cumulative and none shall exclude any other right or remedy allowed by law, and said rights and remedies may be exercised and enforced concurrently and whenever and as often as occasion therefor arises.
28. NOTICES. Any notice required or permitted under this lease agreement shall be deemed sufficiently given or served if sent by certified mail, return receipt requested, to LESSEE at 700 Grand Avenue, Wausau, WI 54403, and to LESSOR at City Hall, 407 Grant Street, Wausau, WI 54403. Either party may, by proper notice, at any time from time to time, designate a different address to which notice shall be sent. Notices given in accordance with these provisions may also be made through personal receipt by the party to whom the notice is addressed.
29. INSPECTION. LESSOR or its agents or representatives shall have the right to enter and inspect the premises at reasonable times including during usual business hours and at any time in the event of an emergency that would substantially jeopardize LESSOR's interest in the leased premises.
30. SURRENDER OF PREMISES. LESSEE agrees and covenants that at the termination of this lease agreement or any renewal thereof, it will quietly and promptly yield and surrender said premises to LESSOR in as good condition of repair as when taken by it, reasonable wear and tear and damage by the elements alone excepted.
31. SECURITY DEPOSIT. LESSEE shall furnish to LESSOR a security deposit in the amount of Five Hundred Dollars (\$500) at the execution of this lease in order to guarantee performance by LESSEE, to which will be added in the first month of the second year One Hundred Dollars (\$100), and in the first month of the third year, One Hundred Fifty Dollars (\$150).
32. SNOW REMOVAL, GRASS CUTTING, AND MAINTENANCE. LESSEE shall be responsible for removal of snow and ice from the parking lot and from the drive approaches, and LESSEE shall place the snow, or haul away the snow, so as not to cause visual obstructions for traffic or problems for neighbors; LESSEE shall be responsible for cutting the grass and other growth on the premises and on the boulevards between the sidewalks and the streets. LESSOR shall be responsible for the removal of snow from the sidewalk abutting the property and for surface maintenance of the parking lot, unless the maintenance is necessitated by damage caused by snow plowing or by anything other than normal wear and tear.
33. LESSOR reserves the right to lease to a third party as much of the demised premises as is necessary to provide ingress and egress from and to Thomas Street and the property to the south of the demised premises, provided that LESSEE's use of the premises will not be

EXHIBIT I

Lot One (1) of Assessor's Plat Number Five to the City of Wausau, Marathon County, Wisconsin, formerly described as that part of the North one-half (N 1/2) of Government Lot Two (2) of Section Thirty-Six (36), Township Twenty-Nine (29) North, Range Seven (7) East, in the City of Wausau, lying South of the premises conveyed to the State of Wisconsin, by deed recorded in the office of the Register of Deeds for Marathon County, Wisconsin, in Volume 348 of Deeds on Page 192, West of Grand Avenue, and East of the right-of-way of the Chicago and NorthWestern Railway Company; excepting the following described premises: Beginning at the intersection of the West line of Grand Avenue and the South line of the said N 1/2 of Government Lot 2; running thence Northerly on and along the West line of Grand Avenue, 47 feet; thence South $76^{\circ}48'$ West, 120 feet; thence South $13^{\circ}5'$ East, 19.3 feet to the South line of the N 1/2 of Government Lot 2, to the West line of Grand Avenue the place of beginning.

adversely affected; CITY shall require any such lessee to have liability insurance at least equal to LESSEE's and to include LESSEE as a named insured.

34. In order to maintain proper visibility for motorists and bicyclists, LESSOR reserves the right to regulate the side and corner setbacks, which regulation shall not be unreasonable.
35. Should LESSEE remain on the premises subsequent to the termination date, LESSEE shall be considered as a month-to-month tenant upon the same terms and conditions as this lease and LESSOR shall have the right to terminate said tenancy upon thirty (30) days notice.

IN WITNESS WHEREOF, this lease agreement has been duly executed the day and year first above written.

CITY OF WAUSAU BY:

Kathi Johnson

Witness

Linda Lawrence

Linda Lawrence, Mayor

Sandra Brady

Witness

Michael Saager

Kelly Michaels-Saager, Clerk

ESPRESSO SENSORY PERCEPTION, L.L.C.,
BY:

Julie K. Guos

Witness

Loren Glaman

Loren Glaman, member

LEA # 0593

AMENDMENT TO LEASE AGREEMENT BETWEEN THE CITY OF WAUSAU AND ESPRESSO SENSORY PERCEPTION, L.L.C., D/B/A CAFÉ LE GRAND

Paragraph 3 is hereby amended to read:

3. RENT. LESSEE agrees to pay to LESSOR as follows:

The rent shall be Five Hundred Dollars (\$500) per month the first year; Six Hundred Dollars (\$600) per month the second year and third year. Payments shall be made at the office of the City Treasurer at City Hall, 407 Grant Street, Wausau, Wisconsin, or mailed to that address. Payment shall be received by the 1st day of each month for which the rent is due until the expiration of the lease agreement. (If the rent payment is made by mail, the money must be received by the City Treasurer on or before the 1st day of each month.)

Dated 11/17/05

[Signature]
Witness

[Signature]
Witness

Juli K. Buss
Witness

CITY OF WAUSAU BY:

James E. Tipple
James E. Tipple, Mayor

Kelly Michaels-Saager
Kelly Michaels-Saager, Clerk

ESPRESSO SENSORY PERCEPTION, L.L.C., BY:

Loreen Glaman
Loreen Glaman, member

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

RESOLUTION OF THE FINANCE COMMITTEE	
Modifying the Procurement Policy	
Committee Action:	Approved 5-0
Fiscal Impact:	None
File Number:	99-1104
Date Introduced:	April 28, 2015

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

RESOLUTION

WHEREAS, the Finance Committee has considered and recommends the attached revisions of the procurement policy which incorporate the following changes:

- Creation of Purchases Exempt from Competitive Purchases
- Allow Departments to sign Purchase Contracts for \$5,000 or less
- Eliminate the required council approval of intergovernmental contracts valued at \$5,000 or less

NOW THEREFORE, BE IT RESOLVED, by the Common Council of the City of Wausau that the procurement policy which is attached hereto and incorporated herein by reference is hereby adopted as the procurement policy of the City of Wausau and that its administration and enforcement shall be done under the direction of the Mayor and department heads.

Approved:

James E. Tipple, Mayor

FINANCE COMMITTEE

Date and Time: Tuesday, April 14, 2015 @ 5:30 pm., Board Room

Members Present: Winters, Kellbach, Nagle, Oberbeck, Nutting

Others Present: Tipple, Groat, Giese, Hardel, Barnes, Alfonso, Hebert, Erickson, Jacobson, Kujawa, Lindman, Werth, Chmiel, S. Gehin, Wagner, Rasmussen, Neal, Mielke, Gisselman, Abitz, Goede, Joe Mella, Brian Stezinski-Williams, Lindsey Lewitzke

Discussion and possible action regarding the modification of the Procurement Policy - to allow departments to sign purchase contracts valued at less than or equal to \$5,000, create a competitive purchasing exemption category and eliminate council approval for minor intergovernmental contracts valued at \$5,000 or less

Groat commented the purpose is to try to streamline the process for departments so they can more efficiently manage purchasing and eliminate any unnecessary administrative tasks. She reviewed the purchases that are exempt from competitive purchases and explained why.

Groat stated sole source purchases can be one time or could be ongoing, such as the special batch chemicals the sewer utility is using that was recently approved. There was no clear decision on how long that sole source authorization was for and they did not establish what the expiration date would be. She suggested a department designate a request as either one-time where they need to come back for the next purchase or ongoing, where they would not have to come back for the next purchase. Oberbeck questioned if they wanted them to also designate a recommended time period that it would be ongoing. Winters indicated he would vote no if this was added because he did not feel 15 purchases over 3 years was a lot of extra paperwork and things can change from year to year. Groat asked if they could then make them valid for 365 days because departments don't know how long they are valid. Winters agreed that one year was reasonable.

Motion by Nagle, second by Nutting to approve the modification of the Procurement Policy and to allow designated ongoing sole sources purchases for one rolling year from the first purchase. Motion carried 5-0.



TO: FINANCE COMMITTEE MEMBERS

FROM: MARYANNE GROAT

DATE: March 4, 2015

SUBJECT: Procurement Policy

Attached are proposed modifications to the procurement policy. A description of these changes follows:

1. Purchases Exempt from Competitive Purchases

We have added a section of purchases exempt from competitive purchasing and sole source scrutiny these include:

- Insurance Services provided by CVMIC – the City is a member of CVMIC and is obtaining all of our corporate risk policies and services through this organization.
- Insurance Services provided by TMIC of Wisconsin – the City is also a member of TMIC of Wisconsin and obtains transit insurance through this organization.
- Insurance Services provided by the Local Property Insurance Fund – the City purchases property insurance through the Local Property Insurance Fund. This fund exists through special statutory legislation for the sole purpose of providing low cost property insurance to local governments in Wisconsin.
- Parts and Services purchase by the original equipment manufacturer - this would allow large pieces of the fleet including our fire trucks, street sweepers and other technical equipment to be returned to the manufacturer for maintenance and repair without competitive purchasing.
- Software maintenance and support services when procured from the proprietary owner of the software – this would allow departments to renew software maintenance agreements without competitive purchasing.

2. Contract Signature for Purchase Contracts for \$5,000 or less

The proposed amendment would allow departments to sign purchase contracts valued at \$5,000 or less if the funds are provided within their budget.

3. Intergovernmental Contracts

The proposed amendment would eliminate the council approval for minor intergovernmental contracts valued at \$5,000 or less.

Each of these changes will allow departments to more efficiently manage purchasing and eliminate unnecessary administrative tasks.

Finally, departments have asked how long a sole source approval is effective. For example, the Department of Public Works received sole source approval from the Finance Committee for light fixtures in late summer of 2015. How often would the committee like to reconsider this decision?

CITY OF WAUSAU, WISCONSIN PROCUREMENT POLICY

POLICY OBJECTIVE

The City of Wausau has adopted this procurement policy in order to provide City employees with uniform guidance in the purchase of supplies, equipment, services and property. The controls and procedures set forth are intended to provide reasonable assurance that the lowest cost, highest quality good or service is obtained, while balancing the need for flexibility and efficiency in departmental operations.

COVERAGE

This policy applies to the purchases of all departments and divisions of the City of Wausau. The provisions of Wisconsin Statutes s 62.15 and Wausau Municipal Code 12.08 apply to the procurement of public construction and take precedence over any portion of this policy that may conflict with that statute. Procurement activities for MetroRide are subject to the provisions of the Federal Transit Administration and take precedence over any portion of this policy which may conflict with their guidelines. More restrictive procurement procedures required by grants, aids, statutes or other external requirements or funding sources will take precedence.

GOALS

1. To encourage open and free competition to the greatest extent possible.
2. To receive maximum value and benefits for each public dollar spent.
3. To ensure that all purchases are made in compliance with federal, state and local laws.
4. To prevent potential waste, fraud, abuse and conflicts of interest in the procurement process.
5. To assure proper approvals are secured prior to the purchase and disbursement of public funds.

ETHICAL STANDARDS

1. All procurement shall comply with applicable federal, state and local laws, regulations, policies and procedures. Municipal Code 2.03 Code of Ethics for Public Officials and Employees provides general ethical standards and conduct expectations.
2. In general, employees are not to engage in any procurement related activities that would actually or potentially create a conflict of interest, or which might reasonably be expected to contribute to the appearance of such a conflict.
3. No employee shall participate in the selection, award or administration of a contract if a conflict of interest would be involved. Such a conflict would arise when the employee, any member of his immediate family, business partner or any organization that employs, or is about to employ, any of the above, has a financial interest or other interest in the firm selected for award.
4. To promote free and open competition, technical specifications shall be prepared to meet the minimum legitimate need of the City and to the extent possible, will not exclude or discriminate against any qualified contractors.
5. No employee shall solicit or accept favors, gratuities, or gifts of monetary value from actual or potential contractors or subcontractors.
6. Employees must maintain strict confidentiality in the procurement process and shall not impart privileged information to any contractors that would give them advantage over other potential contractors.
7. Personal purchases for employees by the City are prohibited. City employees are also prohibited from using the *City of Wausau Procurement Policy*

City's name or the employee's position to obtain special consideration in personal purchases. Employee purchase programs may be established with vendors with prior approval from the Mayor, provided that the vendor provides similar programs to employees of other private entities.

GENERAL GUIDELINES

These general guidelines shall be adhered to as closely as possible by all departments in the procurement of goods and services.

1. Procurements are classified into the following two major categories:
 - Purchasing Goods is defined as equipment, furnishings, supplies, materials and vehicles or other rolling stock. The rental, leasing of these items is also considered to fall within this category and the cost shall be determined by considering the maximum total expenditure over the term of the agreement.
 - Purchase of Services is classified into additional categories of professional services, contractor services, construction services and combined goods and service contracts.
2. Buy Local - It is the desire of the City to purchase locally when possible. This can be accomplished by ensuring that local vendors who have goods or services available are included in the competitive solicitation process that will precede major purchases. It is also the desire of the City to purchase from disadvantaged enterprise businesses whenever possible as defined by Wisconsin Statute 84.06(1).
3. Cooperative Procurement Programs – Departments are encouraged to use cooperative purchasing programs sponsored by the State of Wisconsin or other jurisdictions. Purchases of goods and services secured through these programs are considered to have met the requirements of competitive procurement outlined in this policy. Additionally, if identical products can be obtained at a lower price than current cooperative purchasing contracts, no additional quotes are required.
4. Purchasing Oversight – Department heads have the responsibility for procurement issues in their individual departments. A department head is defined as the City employee having responsibility for the department on behalf of which moneys were appropriated in the City budget for purchases.
5. Emergencies – When an emergency situation does not permit the use of the competitive process outlined in the policy, the applicable department head, Finance Director and Mayor may determine the procurement methodology most appropriate to the situation. Appropriate documentation of the basis for the emergency should be maintained and filed with the City Clerk. All emergency purchases exceeding \$50,000 shall require the Department Head to provide written notice to the Common Council.
6. Identical Quotes or Bids – If two or more qualified bids/quotes are for the same total amount or unit price, and quality or service is considered equal the contract shall be awarded to the local bidder. Where this is not practical the contract will be awarded by drawing lots in public.
7. Serial Contracting – No contract or purchase shall be subdivided to avoid the requirements of this policy. Serial contracting is the practice of issuing multiple purchase order to the same vendor for the same good or service in any 90 day period in order to avoid the requirements of the procurement policy.
8. Purchase Orders and Purchase Order Cover Sheet – Shall be issued for all purchases of goods and services in excess of \$5,000.
9. Policy Review – This policy will be reviewed by the Finance Committee every two years or sooner at the discretion of the Common Council.
10. Protest Procedures – Any interested party who wishes to protest at any point in the procurement process, evaluation, award, or post-award, may do so. An “interested party” must, however, be an actual or prospective bidder or offeror whose direct economic interest would be affected by the award of the contract or by failure to award the contract. Protests must be submitted timely, in writing to the City Clerk, 407 Grant Street, Wausau WI 54403 but no later than five (5) working days following the City's procurement decision. The protest must contain a detailed statement of the grounds for the protest and any supporting documentation. Upon the receipt

of the written protest, the City Clerk will notify the City Attorney and Finance Director who will work to resolve the matter within five (5) working days. If the protester is not satisfied and indicates the intention to appeal to the next step the award will be temporarily suspended unless it is determined that: 1) the item to be procured is urgently required; 2) delivery or performance will be unduly delayed by failure to make the award promptly; 3) Failure to make the prompt award will otherwise cause harm to the City; or 4) The protest has no merit. If the protester wishes to appeal the decision of the City Attorney and Finance Director the matter will be forwarded to the City of Wausau Finance Committee and the Common Council for the ultimate local disposition.

PURCHASE OF GOODS

1. Purchase of Goods under \$5,000 – may be made based on the best judgment of the department head or division director. However, it is recommended that competitive quotes be obtained. Specific procurement documentation is not required.
2. Purchase of Goods \$5,000 to \$25,000 – requires department head approval PRIOR to placing the order and the issuance of a purchase order. The cost of the purchase must have been included within the approved department budget. The department **MUST** obtain (3) three written quotations, if possible. Quote summary, request for quote documentation and written quotes must be submitted to the Finance Department with the purchase order request. Purchase orders will not be processed without the proper documentation.
3. Purchase of Goods in excess of \$25,000 – a formal bid process is required.
 - a. Requests for such bids shall be formally noticed. All notices and solicitations of bids shall state the time and place of the bid opening.
 - b. All bids shall be submitted sealed to the City Official designated in the bid packet and shall have the bid name and date identified on the envelope.
 - c. All sealed bids shall be opened and recorded by the Board of Public Works. The department head shall be responsible for the preparation of all plans, bid specifications, notices and advertising. Prequalification of bidders may be done at the discretion of the department head. A tabulation of bids received shall be available for public inspection. The Board of Public Works shall have the authority to award the contract when the costs of the purchase have been included within the approved City budget. Purchases that do not meet this criteria and are not otherwise authorized by law, rule or regulation, shall be authorized separately by the Common Council. All bid documentation shall be placed on file with the City Clerk.
 - d. In general, the contract shall be awarded to the lowest priced responsible bid, taking into consideration the following factors: the qualities of the goods supplied, conformity with specifications, product compatibility, maintenance costs, vendor support and delivery terms. Written documentation or explanation shall be required if the contract is awarded to other than the lowest responsible bidder. This documentation will include a justification as to why it was in the City's best interest to award the contract to other than the lowest responsible bidder.
4. Commodities \$5,000-\$50,000 – commodities subject volatile pricing such as fuel may through via written quotes. These purchases require department head approval prior to placing the order and the issuance of a purchase order. The cost of the purchase must have been included within the approved department budget. The department must obtain (3) written quotations, if possible. Quote summary, written quotes and any other available documentation must be submitted to the Finance Department with the purchase order request.
5. The department head shall administer the purchase.
6. The following items must be purchased using a centralized purchasing process:
 - a. Copiers - coordinated by the CCITC.
 - b. Computer hardware/software - coordinated by CCITC.
 - c. Cellular telephone, telephones, security cameras and similar communication and technology equipment – coordinated by CCITC.
 - d. Furniture – coordinated by Department of Public Works.
 - e. Office Supplies – coordinated by the Finance Department.
 - f. Janitorial Services – coordinated by Department of Public Works.
 - g. Vehicles and other rolling Stock – coordinated by Department of Public Works.
 - h. Facility Maintenance, Repair and Improvement – coordinated by Department of Public Works.
 - i. Procurement of Legal Services – coordinated by the City Attorney's office.

PURCHASE OF SERVICES

Whenever practical the purchase of services should be conducted based upon a competitive process:

- Contractor services is defined as the furnishing of labor, time or effort by a contractor, usually not involving the delivery of specific goods or products other than those that are the end result of and incidental to the required performance. Examples of contractor service include: refuse and recycling collection, snow removal, EMS billing services, janitorial, elevator maintenance, mailing, or delivery services. Contractor services shall follow the competitive procurement policy for the Purchase of Goods subject to the same spending guidelines. The cost shall be determined by considering the maximum total expenditure over the term of the contract.
- Construction services is defined as substantial repair, remodeling, enhancement construction or other changes to any City owned land, building or infrastructure. Procedures found with in State of Wisconsin Statute 62.15 and Wausau Municipal Code 12.08 shall take precedence. In absence of guidance in these areas, construction services shall follow the competitive procurement policy for the Purchase of Goods subject to the same spending guidelines.
- Combined Goods and Services in situations where the purchase combines goods and services (exclusive of construction and contractor services), such as many technology projects, the purchase shall be treated as a purchase of professional services.
- Professional services is defined as consulting and expert services provided by a company, organization or individual. Examples of professional services include: attorneys, certified public accountants, appraiser, financial and economic advisors, engineers, architect, planning and design. Professional services are generally measured by the professional competence and expertise of the provider rather than cost alone.
 - a) If it is estimated that the service being solicited has a total cost of over \$25,000 a formal Request for Proposal shall be used to solicit vendor responses. The department head shall be responsible for the preparation of all Requests for Proposal specifications, notices and advertising. Prequalification of proposers may be done at the discretion of the department head. A formal RFP will not be required to solicit legal services for representation in a specific matter, regardless of cost. The City Attorney will consult with the Finance Committee if it is anticipated that expenses (fees and costs) in excess of \$25,000 for a single matter will be incurred. When retention of legal services to perform ongoing services in one type of matter, such as bond counsel or prosecution services, is required, the procurement policy, for professional services shall be followed.
 - b) The Purpose of an RFP is to solicit proposals with specific information on the proposer and the service offered which will allow the City to select the best proposal. The best proposal is not necessarily the proposal with the lowest cost.
 - c) Based upon the services or project and the magnitude of the outcome a selection committee may be advisable.
 - d) Requests for proposals shall be formally noticed. All notices and solicitations of proposals shall state the time and place of the proposal opening.
 - e) Information to be requested of the proposer should include: Years of experience in the area desired services, financial strength of the company, examples of similar services/projects completed, resumes of staff associated with the project/service, list of references, insurance information, In addition the proposal should provide information about the City, scope of services requested and desired outcomes or deliverables. The proposal should also identify evaluation factors and relative importance.
 - f) Establish selection criteria and include this information with the RFP. It is generally advisable to establish a numeric ranking matrix. This reduces the subjective nature of the rating process.

- g) Proposals should be solicited from an adequate number of qualified sources. Requests for proposal should be formally noticed. All notices and solicitations should provide the issue date, response due date, date and time of opening responses and a contact person.
 - h) Proposals shall be opened and recorded by the Board of Public Works. A tabulation of proposals received shall be available for public inspection. All proposal documentation shall be placed on file with the City Clerk. The Department Head and selection committee (if applicable) will then review the proposals and make a selection.
- Service contracts or agreements should be reviewed by the City Attorney and placed on file with the City Clerk.

SOLE SOURCE

Sole source purchasing allows for the procurement of goods and services from a single source without soliciting quotes or bids from multiple sources. Sole source procurement cannot be used to avoid competition, rather it is used in certain situations when it can be documented that a vendor or contractor holds a unique set of skills or expertise, that the services are highly specialized or unique in character or when alternate products are unavailable or unsuitable from any other source. Sole source purchasing should be avoided unless it is clearly necessary and justifiable. The justification must withstand public and legislative scrutiny. In advance of the purchase, the Department Head is responsible for providing written documentation justifying the valid reason to purchase from one source or that only one source is available. Sole source purchasing criteria include: urgency due to public safety, serious injury financial or other, other unusual and compelling reasons, goods or service is available from only one source and no other good or service will satisfy the City's requirements, legal services provided by an attorney, lack of acceptable bids or quotes, an alternate product or manufacturer would not be compatible with current products resulting in additional operating or maintenance costs, standardization of a specific product or manufacturer will result in a more efficient or economical operation, aesthetic purposes or compatibility is an overriding consideration, the purchase is from another governmental body, continuity achieved in a phased project, the supplier or service demonstrates a unique capability not found elsewhere, economical to the city on the basis of time and money of proposal development.

1. Sole source purchase under \$5,000 shall be evaluated and determined by the Department Head.
2. Sole source purchase of \$5,000 to \$25,000 a formal written justification shall be forwarded to the Finance Director in advance of the purchase, who will concur with the sole source or assist in locating additional competitive sources.
3. Sole source purchase exceeding \$25,000 must be approved by the Finance Committee.

Sole Source Exemptions: The following purchases are exempt from competitive purchasing requirements and sole source documentation:

1. Software maintenance and support services when procured from the proprietary owner of the software.
2. Original equipment manufacturer maintenance service contracts and parts purchases when procured directly from the original manufacturer.
3. Insurance policy purchases and services through CVMIC and TMIC of Wisconsin
4. Property Insurance purchases from the Local Property Insurance Fund

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BUDGET

All purchases shall be made in accordance with the budget approved by the Common Council. The department head has the responsibility for managing departmental spending to ensure the line item budget is not overspent and for initiating Transfer of Funds Requests when appropriate.

CONTRACT AUTHORIZATION

The Mayor is authorized to enter into contracts on behalf of the City of Wausau if the contracts meet the following criteria:

1. Purchase of Goods – The City may purchase equipment, furnishings, goods, supplies materials and rolling when the costs of the same have been included in the approved City Budget.
2. Purchase of Services – The City may contract for the purchase of services without Council resolution when ALL of the following conditions have been met:
 - a) The funds for services are included in the approved City budget.
 - b) The procurement for services complies with the procurement policy.
 - c) The City Attorney has reviewed and approved the form of the contract.
 - d) The contract complies with other laws, resolutions and ordinances.

- e) The contract is for a period of one year or less, or the contract is for a period of not more than three years and the annual average cost of the services does not exceed \$25,000.
3. The following contracts require council approval:
- (a) Collective Bargaining Agreements – Any contract between the City of Wausau and any collective bargaining unit representing City employees.
 - (b) Real Estate Purchases – Contracts for the sale or purchase of real estate where the City of Wausau is the proposed seller or purchaser. Council approval is **not** required for commencement of foreclosure action to collect a loan or other debt owed to the City when the debtor has failed to cure any default in payment of the loan or other obligation.
 - (c) Leases – Contracts for lease of real estate where the City is either a proposed landlord or a proposed tenant exclusive of airport hangar, parking stall rentals and short term park facilities rentals.
 - (d) Easements and Land Use Restrictions – Contracts for easements, restrictive covenants or other limitations which may be placed upon the use of any City-owned property.
 - (e) Intergovernmental Contracts in excess of \$5,000 – Contracts between the City of Wausau and other local, state or federal governments or agencies except, cooperative purchasing agreements.
 - (f) Development Agreements – Contracts for the provision of infrastructure, financial assistance or other incentives by the City for the benefit of a developer or business venture.
 - (g) City Services – Contracts whereby the City of Wausau agrees to provide services to another party.
 - (h) Managed competition, outsourcing contracts – Contracts for labor or personal services to be performed by persons who are not city employees for work that has been performed by city employees within the past five (5) years and the contract will result in the elimination of positions and the layoff of personnel.
4. The common council delegates contract approval to the department level for the following:
- (a) Community Development Housing and Commercial Development Loans and Grants issued from grants and related program income.

Contracts shall be signed by the Mayor and counter-signed by the City Clerk, City Finance Director and City Attorney. The City Finance Director shall certify that funds have been provided by the Council to pay the liability that may be incurred under the contract. The City Attorney shall approve the contract as to form and the City Clerk shall attest to the Mayor's signature. Contract change orders may be signed by the Board of Public Works as long as the change order does not materially change the work performed and funds are available within the budget. Purchase contracts for goods or services valued at \$5,000 or less may be signed by individual department directors as long as the purchase is provided in the budget.

H:\fwcommon\financialpolicies\procurementpolicy.wpd

CITY OF WAUSAU
PURCHASE ORDER COVER SHEET



DEPARTMENT:	CONTACT NAME:
VENDOR:	COST:
PURCHASE DESCRIPTION:	

COMPETITIVE PURCHASING PROCESS DOCUMENTATION

PLEASE INDICATE YOUR QUOTE AND BID EFFORTS BELOW. THIS IS A MANDATORY FORM FOR ANY PURCHASES IN EXCESS OF \$5,000 AND SHOULD ACCOMPANY THE PURCHASE ORDER DOCUMENTATION AND BE REMITTED TO FINANCE

GOODS OR SERVICES REQUIRING CENTRALIZED PURCHASING INCLUDE: COPIERS, COMPUTER HARDWARE/SOFTWARE, INTERNET SERVICES, CELL PHONES, SECURITY CAMERAS, FURNITURE, PLOWING SERVICES, VEHICLES AND ROLLING STOCK, FACILITY MAINTENANCE

- PURCHASE OF GOODS OR CONTRACT SERVICES \$5,000 TO \$25,000 – WRITTEN QUOTES REQUIRED**
 - QUOTE SUMMARY AND AT LEAST 3 QUOTES (ATTACHED)
 - SOLE SOURCE JUSTIFICATION – APPROVED BY DEPT HEAD AND FINANCE DIRECTOR (ATTACHED)

- PURCHASE OF GOODS OR CONTRACT SERVICES GREATER THAN \$25,000 - FORMAL BID PROCESS REQUIRED**
 - PUBLIC CONSTRUCTION – FOLLOW STATE STATUTES
 - BIDS FORMALLY NOTICED
 - SEALED BIDS RECEIVED
 - BIDS OPENED AT BOARD OF PUBLIC WORKS
 - BID SUMMARY AND BIDS (ATTACHED)
 - SOLE SOURCE JUSTIFICATION APPROVED BY FINANCE COMMITTEE (ATTACHED)

- PURCHASE OF VOLATILE PRICING COMMODITIES \$5,000 TO \$50,000 – REQUIRES WRITTEN QUOTES**
 - QUOTE SUMMARY AND QUOTES (ATTACHED)
 - APPROVED SOLE SOURCE JUSTIFICATION (ATTACHED)

- PURCHASE OF COMBINED GOODS AND SERVICES OR PROFESSIONAL SERVICES UNDER \$25,000 - COMPETITIVE PROCESS ENCOURAGED**
 - QUOTE SUMMARY (ATTACHED)
 - QUOTES (ATTACHED)
 - OTHER PROCUREMENT DESCRIBE _____

- PURCHASE OF COMBINED GOODS AND SERVICES OR PROFESSIONAL SERVICES OVER \$25,000 – FORMAL RFP PROCESS REQUIRED**
 - FORMAL RFP (ATTACHED)
 - RFP FORMALLY NOTICED
 - PROPOSALS OPENED AT BOARD OF PUBLIC WORKS
 - PROPOSAL SUMMARY AND PROPOSALS (ATTACHED)
 - SOLE SOURCE JUSTIFICATION APPROVED BY FINANCE COMMITTEE (ATTACHED)

- COMPETITIVE PURCHASE EXEMPTION**
 - SOFTWARE MAINTENANCE & SUPPORT PARTS & SERVICES ORIGINAL MANUFACTURER
 - INSURANCE SERVICES – CVMIC, TMIC OF WISCONSIN, LGPIF

ADDTL INFO:

ORDINANCE OF PARK & RECREATION COMMITTEE

Amending Section 9.20.020 Regulation of persons banning animals from the Marathon County Sports Complex and Marathon Park Amphitheater

Committee Action: Approved 5-0

Ordinance Number:

Fiscal Impact: None

File Number: 02-0511

Date Introduced: April 28, 2015

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

Add ()

Section 1. That Section 9.20.020 Regulation of persons, is hereby amended to read as follows:

9.20.020 Regulation of persons. Persons using the public parks shall comply with the following:

....

(h) No owner or person having immediate custody, care or control of any animal, shall permit said animal to enter and/or remain in any designated public park building, bathing beach, **the Marathon County Sports Complex, the Marathon Park Amphitheater,** or playground safety surface area within any city park, except for a dog specially trained to lead blind or deaf persons or to provide support for mobility-impaired persons. This restriction is in addition to the provisions contained in Chapter 8.08 of the Wausau Municipal Code;

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:

James E. Tipple, Mayor

Attest:

Toni Rayala, Clerk

DRAFT

CITY OF WAUSAU – PARK AND RECREATION COMMITTEE MEETING MINUTES

Date/Time: April 6, 2015 at 5:15pm Location: Board Room, City Hall
Members Present: Gary Gisselman, Robert Mielke, David Nutting, Tom Neal, David Oberbeck (c)
Others Present: William Duncanson–Director, Peter Knotek – Asst. Director, Blaine Peterson – City Forester, Anne Jacobson – City Attorney, Bill Nagle – Council Person, Mark Macdonald – Wisconsin Woodchucks, Ryan Treu – Wisconsin Woodchucks, Pat Peckham – City Pages, Larry Lee – WSAU Radio, Andy Sims, Lisa Dickas, Thomas Dickas, Patrick Hoerter

In accordance with Chapter 19, Wisc. 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 Oberbeck at 5:15pm.

Animals in Parks – Discussion and Possible Action to Revise Existing Ordinance to Not Allow Animals in the Marathon County Sports Complex or Marathon Park Amphitheater – Duncanson said that is a common practice at facilities that have lots of people, lots of activity and high end turf to not allow animals because of safety issues, user conflicts and turf damage. Staff is requesting the City of Wausau also modify its ordinances to not allow animals at the Marathon County Sports Complex and the Marathon Park Amphitheater. The Amphitheater is already in the County ordinance. Service animals, assistance animals, and animals for education or expositions are allowed. If Committee considers approving this he asks the motion include that Marathon County be allowed to adopt the City of Wausau ordinance. The reason is that the department is all County employees but enforce City ordinances if they are adopted as County ordinances. Then staff can enforce them through that mechanism which also makes it possible for the City Police Department to enforce these ordinances in County parks within the City limits. **Motion** by Mielke, second by Neal to follow staff in their recommendation to change the ordinance to not allow Animals in the Marathon County Sports Complex or Marathon Park Amphitheater and also include that Marathon County be able to adopt the City ordinances. Motion **carried** by voice vote. Vote reflected as 5-0.

KEENE T. WINTERS
District 6 Alderperson
Phone: 715-675-0060
Fax: 715-298-0558



Home Address:
3824 Riverview Drive
Wausau, WI 54403
keene.winters@ci.wausau.wi.us

DATE: April 16, 2015
TO: Mayor James Tipple
Council President Romey Wagner
FROM: Keene Winters 
SUBJECT: Water Commission Resignation

We are now half way through the 2014-16 legislative term, and it is a good time to take stock of what we have accomplished and what we would like to do for the remainder of the term. It would like to provide an opportunity for more members of the Wausau Common Council to learn about the Wausau Water Works Commission. Therefore, I am resigning my seat on the commission effective April 26, 2015. Please make arrangements to elect a new council representative to the commission at our upcoming council meeting on April 28th.

I have served in the position since the resignation of Ed Gale in July of 2012. I would be my observation that council members have very little connection with the water commission and the management of our city utilities. There is no structure for the council's representative to bring information back to the council or for the council to provide input to the commission.

Providing an opportunity for more council members to serve a rotation with the water commission is the best way I can think of to strengthen the relationship between the two bodies.

I would like to thank my fellow council members for the opportunity to serve as their representative. I look forward to supporting whoever succeeds me at this post.

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

**JOINT RESOLUTION OF THE AIRPORT COMMITTEE
AND FINANCE COMMITTEE**

Approving the utility relocation and installation and related budget modification for the Electric and Gas Installation in the East Hangar District and upgrade electrical service for the Balloon Rally

Committee Action: Airport: Approved 6-0
 Finance: Approved 5-0

Fiscal Impact: \$35,000

File Number: 14-1109

Date Introduced: April 28, 2015

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 checked="" type="checkbox"/>	<i>Budget Source:</i>
	<i>One-time Costs:</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<i>Amount: \$35,000</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 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 Wausau Municipal Airport has long term plans to extend private hangar development to the east of the terminal building in an area known as the East Hangar Development Area; and

WHEREAS, existing utilities need to be relocated to accommodate the private hangar proposed for the site located immediately east of the City's existing corporate hangar; and

WHEREAS, the proposed plans for the East Hangar Development Area are currently being developed by Becher Hoppe under a capital project for which the major portion of the funds are being requested from the Bureau of Aeronautics; and

WHEREAS, upon completion of the proposed plans for the East Hangar Development Area will be presented to the Common Council at a future time for its consideration and approval; and

WHEREAS, Wisconsin Public Service has designed and formulated a budget for the installation of utilities in the East Development Hangar Area(attached); and

WHEREAS, the Wausau Balloon Rally currently is served by the utilities needing to be relocated and has encountered power and electrical safety issues which will also be addressed in the WPS utility design; and

WHEREAS, an estimated \$2,000 will be reimbursed to the City each time a new hangar is hooked up to the utility lines in the East Hangar Development Area; and

WHEREAS, City electrical staff have designed a portable electrical service for \$5,000 which will service the balloon rally as it relocates to other airport sites due to the development of the East Hangar Development Area; and

WHEREAS, the Airport Committee reviewed and recommends the proposed relocation and installation of the utilities; and

WHEREAS, the Finance Committee has reviewed and recommends the following budget modification:

From:	125-225499240 Economic Development Fund	\$30,000
From:	151-151099240 Room Tax Fund	\$5,000
To:	150-237598449 Airport Facilities	\$35,000

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; and

BE IT FURTHER RESOLVED, that proper city officials are authorized and directed to execute a contract for utility installation with Wisconsin Public Service and seek the necessary approvals with the Bureau of Aeronautics; and

BE IF FURTHER RESOLVED, that future reimbursements from Wisconsin Public Service for hangar utility connections be paid back to the Economic Development Fund

Approved:

James E. Tipple, Mayor

FINANCE COMMITTEE

Date and Time: Tuesday, April 14, 2015 @ 5:30 pm., Board Room

Members Present: Winters, Kellbach, Nagle, Oberbeck, Nutting

Others Present: Tipple, Groat, Giese, Hardel, Barnes, Alfonso, Hebert, Erickson, Jacobson, Kujawa, Lindman, Werth, Chmiel, S. Gehin, Wagner, Rasmussen, Neal, Mielke, Gisselman, Abitz, Goede, Joe Mella, Brian Stezinski-Williams, Lindsey Lewitzke

Discussion and possible action to authorize utility relocation and extension in the East Hangar Development Area and related budget modification -Groat/Chmiel and

Discussion and possible action to authorize a budget modification for the purchase and installation of a portable electric service to serve the Balloon Rally - Groat/Chmiel

John Chmiel explained Mr. Kocourek has been authorized to build a hangar at the airport, but it is in a location where the utilities are currently located and until they are moved he will not be able to build. There is an area east of the current terminal facilities which has been designated by the FAA and the Bureau of Aeronautics to be used for future development of hangars. He stated if we are going to have to move the utilities from the current Kocourek construction site, it is logical to locate them in a position where it could serve future hangar development.

Chmiel stated the Balloon Rally has had electrical needs at the airport for the biggest event in Wausau and they have come to the limit of WPS' capabilities and WPS has said we need to do something differently there. He felt if we are going to move the utilities from the Kocourek site, putting them in the hangar development would be a good idea and it would also serve the needs of the Balloon Rally.

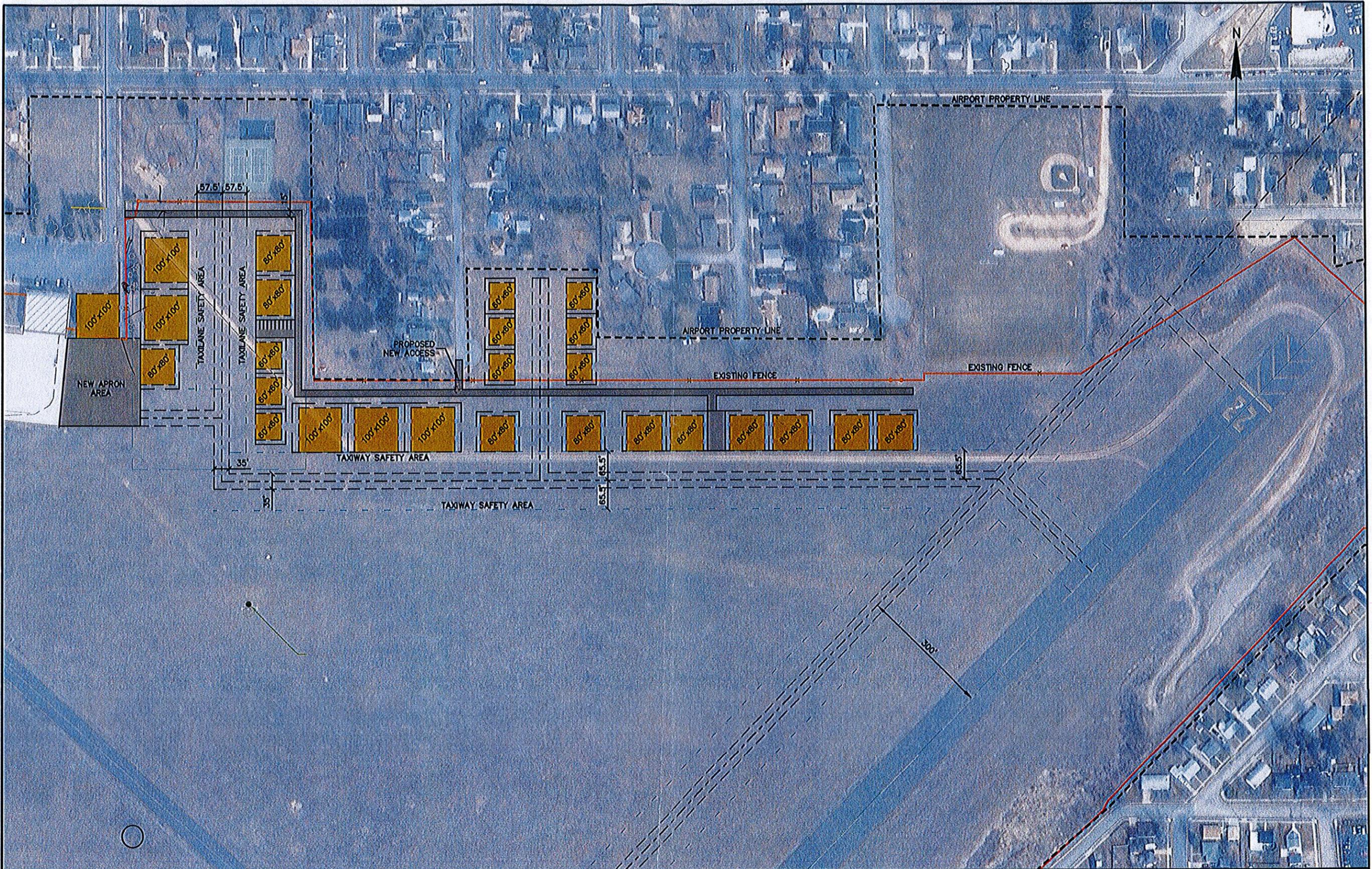
Winters noted it was \$30,000 from the Economic Development Fund and \$5,000 from the Room Tax Fund. Groat indicated eventually the \$30,000 would come back to the ED Fund as hangars were built, similar to a subdivision. Tara Alfonso pointed out the Kocourek hangar has been approved by Council to be built and a lease has been authorized to be executed by the city, however it does not appear that the parties ever reached any formal written agreement as to who would pay for the cost of relocating those utilities that are underneath the Kocourek hangar site. She further noted the east hangar development has not received the formal approval yet from the BOA nor has it received formal approval Council, so it is still in the preliminary process.

Nagle questioned how many hangars could be built. Chmiel stated in Phase I area there could be at least 10 and in the east hangar development area close to 40. Groat stated as these hangars were developed the Balloon Rally would move out to the grassy area and the proposal for the \$5,000 for the Balloon Rally creates the electrical equipment that becomes portable and can move out there as well. Mielke indicated he thought the cost discussed at Airport Committee was closer to \$20,000. Nagle commented he did not want to hamstring the project.

Motion by Nagle, second by Nutting to approve \$30,000 from the Economic Development Fund and \$5,000 from the Room Tax Fund, with the understanding that Chmiel would work to drive the best bargain he could with WPS and would be able to recoup any costs that he could recoup. Motion carried 5-0.

LAYOUT: CON. 3
 PLOT TIME: 3/18/2015 5:28 PM
 FILE NAME: P:\2014\2014.117 - BOM-Wausau - Hangar Area & Taxiway CAD\Exhibits\14117_CONCEPT_5.dwg

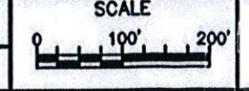
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BECHER HOPPE
 330 Fourth Street • PO Box 8000
 Wausau, WI • 54402-8000
 715.845.8000 • Fax 715.845.8008
 becherhoppe.com

DRAWN BY: OMC
 CHECKED BY: SMO
 DATE: MAR 2015

PROJECT NO: 2014.117
 REV. DATES:



WAUSAU DOWNTOWN AIRPORT
 CONNECTOR TAXIWAY AND HANGAR AREA
 AIP X-XX-XXXX-XX

PRELIMINARY CONCEPT

SHEET
 CON. 3

4/17/15 8:03 AM

Wisconsin Public Service Corporation
Customer Obligated Report

WR / Revisions: 1871600-1

Customer: CITY OF WAUSAU
Service Address: PIED PIPER LN & WOODS PLACE
WAUSAU, WI 54403
Taxing District: 321W WAUSAU
Description:

IFRIS Project: 0053000000
CIS WR No: 435085271
Resp Center: 061
Designer: DEAN D PIECZYNSKI

Process	Product	IFRIS Project No	Standard Refundable	Special Refundable	Special NonRefundable	Not Obligated	Total
2103 Install UG System	100		\$17,014.19	\$0.00	\$0.00	\$0.00	\$17,014.19
2106 Install Poles/Towers/Fixtures	100		\$539.91	\$0.00	\$0.00	\$1,709.86	\$2,249.77
2111 Install OH Conductors & Dev.	100		\$493.46	\$0.00	\$0.00	\$0.00	\$493.46
8122 Removal - Labor	100		\$974.32	\$0.00	\$0.00	\$528.75	\$1,503.07
2213 Inst/Remv OH TRC Eq. Non Emer.	100		\$1,383.13	\$0.00	\$0.00	\$497.77	\$1,880.90
2214 Inst/Remv UG TRC Eq. Non Emer.	100		\$310.92	\$0.00	\$0.00	\$2,401.46	\$2,712.38
2307 Maintain OH Dist. System	100		\$224.74	\$0.00	\$0.00	\$1,633.01	\$1,857.75
2308 Maintain UG Dist. System	100		\$0.00	\$0.00	\$0.00	\$3.56	\$3.56
Electric System Costs			\$20,940.67	\$0.00	\$0.00	\$6,774.41	\$27,715.08
2105 Install UG Services	100	0053000000	\$4,496.33	\$0.00	\$0.00	\$0.00	\$4,496.33
8122 Removal - Labor	100	0053000000	\$68.05	\$0.00	\$0.00	\$0.00	\$68.05
Electric Service Costs			\$4,564.38	\$0.00	\$0.00	\$0.00	\$4,564.38
ELECTRIC SUBTOTAL			\$25,505.05	\$0.00	\$0.00	\$6,774.41	\$32,279.46
2113 Inspect Gas Main Installs	200		\$0.00	\$0.00	\$0.00	\$181.97	\$181.97
2114 Install Gas Main	200		\$6,609.65	\$0.00	\$0.00	\$9,036.33	\$15,645.98
Gas System Costs			\$6,609.65	\$0.00	\$0.00	\$9,218.30	\$15,827.95
GAS SUBTOTAL			\$6,609.65	\$0.00	\$0.00	\$9,218.30	\$15,827.95
REPORT TOTAL			\$32,114.70	\$0.00	\$0.00	\$15,992.71	\$48,107.41

Standard Cost Amount Due Electric Gas
 Allowances \$25,505.05 \$6,609.65
 Special Refundable Amount Due \$0.00 \$0.00
 Special Non Refundable Amount Due \$0.00 \$0.00
Total Customer Payment \$25,505.05 + \$6,609.65 = **\$32,114.70**

Electric Original Project No NA \$0.00 Excess Allowance
 Gas Original Project No NA \$0.00 Excess Allowance

Revised Main Project

4/16/15 11:49 AM

Wisconsin Public Service Corporation
Customer Obligated Report

WIR / Revisions: 1911670-1

Customer: CITY OF WAUSAU
Service Address: Pied Piper Ln
WAUSAU WI 54403
Taxing District: 321W WAUSAU
Description:

IFRIS Project: 0053000000
CIS WIR No: 435228028
Resp Center: 061
Designer: DEAN D PIECZYNSKI

Process	Product	IFRIS Project No	Standard Refundable	Special Refundable	Special NonRefundable	Not Obligated	Total
2105 Install UG Services	100	0053000000	\$1,242.47	\$0.00	\$0.00	\$0.00	\$1,242.47
8122 Removal - Labor	100	0053000000	\$0.00	\$0.00	\$0.00	\$134.93	\$134.93
Allowance Electric Service	100	0053000000	(\$928.74)	\$0.00	\$0.00	\$0.00	(\$928.74)
Electric Service Costs			\$313.73	\$0.00	\$0.00	\$134.93	\$448.66
ELECTRIC SUBTOTAL			\$313.73	\$0.00	\$0.00	\$134.93	\$448.66
REPORT TOTAL			\$313.73	\$0.00	\$0.00	\$134.93	\$448.66

Standard Cost Amount Due
Allowances
Special Refundable Amount Due
Special Non Refundable Amount Due
Total Customer Payment

Electric	\$313.73	Gas	\$0.00
Special Refundable Amount Due	\$0.00		\$0.00
Special Non Refundable Amount Due	\$0.00		\$0.00
Total Customer Payment	\$313.73	+	\$0.00
		=	\$313.73

Electric Original Project No N/A Excess Allowance \$0.00 Gas Original Project No N/A Excess Allowance \$0.00

*200 A to 400 A UP SCALE
- BALCOAS RACY METER*

4/16/15 12:08 PM

Wisconsin Public Service Corporation
Customer Obligated Report

WR / Revisions: 1911600-1

Customer: CITY OF WAUSAU
Service Address: PIED PIPER LN
WAUSAU WI 54403
Taxing District: 321W WAUSAU
Description:

IFRIS Project: 0053000000
CIS WR No: 435228022
Resp Center: 061
Designer: DEAN D PIECZYNSKI

Process	Product	IFRIS Project No	Standard Refundable	Special Refundable	Special NonRefundable	Not Obligated	Total
2105 Install UG Services	100	0053000000	\$241.97	\$0.00	\$0.00	\$0.00	\$241.97
Allowance Electric Service	100	0053000000	(\$241.97)	\$0.00	\$0.00	\$0.00	(\$241.97)
Electric Service Costs			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
ELECTRIC SUBTOTAL			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
REPORT TOTAL			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Standard Cost Amount Due Electric \$0.00 Gas \$0.00
 Allowances
 Special Refundable Amount Due \$0.00
 Special Non Refundable Amount Due \$0.00
Total Customer Payment \$0.00 + \$0.00 =

Electric Original Project No NA \$0.00 Excess Allowance Gas Original Project No NA \$0.00 Excess Allowance

NEW 600A SERVICE



TO: FINANCE COMMITTEE MEMBERS

FROM: MARYANNE GROAT

DATE: April 8, 2015

SUBJECT: Resolution Approving Budget Modification to Fund the Wausau Airport Electrical Installation for the East Hangar Development Area, the Kocourek Corporate Hangar and the Wausau Balloon Rally Portable Service

Purpose: To present to the Finance Committee for consideration a budget modification necessary to fund the utility installation for the Wausau Airport East Hangar Development Area, the Kocourek Corporate Hangar and the portable electrical service for the Wausau Events Balloon Rally

Background Information:

Keith Kocourek has been planning to construct a private hangar at the Wausau Downtown Airport for a couple of years. Due to limited rental hangar capacity at the airport he began to explore the construction of his hangar in 2015. The hangar will be located to the east of the City's corporate hangar known as the old Wausau Paper Hangar. Construction of the hangar, in this location, will require the relocation of existing electrical power and storm sewer. It is expected that construction costs of the private hangar will be between \$500,000 and \$1,000,000.

The Wausau Airport is also working with the WisDOT - Bureau of Aeronautics (BOA) to develop a new area for construction of hangars. The next area planned for development is east of the old Wausau Paper Hangar. The area is shown on the current FAA approved Airport Layout Plan (ALP) and is eligible for FAA funding. The BOA has retained Becher Hoppe to design and develop bidding documents for site preparation and taxiway construction for hangar development in the East Hangar Area. The plan is to establish hangar building lots, grade the site, construct taxiways, construct an access road and extend utilities-to support future development of this area. The design and bidding documents are being funded 95% by grants and 5% by the City. The electrical and other utility facilities will be owned by the respective utility companies and easements will be granted for their underground infrastructure. The private construction of hangars will be completed over a period years as development demand dictates. The first phase of the project will occur in the area currently used by the Wausau Balloon Rally. The Balloon Rally will remain at the airport and as new hangars are constructed the location will be moved further south.

The Wausau Balloon Rally experienced electrical difficulties in 2014. Wisconsin Public Service (WPS) serviced their existing facilities to provide temporary adequate electrical service but notified the City that improvements would need to be made for future events. The WPS electric facility is currently located in the proposed Kocourek Hangar location and would need to be moved to allow construction of the hangar. City and airport staff realized that if the existing electrical facility needs to be moved it should be installed in a location that does not conflict with development of the East Hangar Area. Likewise, the facilities should be sized to accommodate the electrical needs of the new hangar area.

City Staff, Wisconsin Public Service engineers and Becher Hoppe engineers met to determine the proper

course of action, to evaluate the future plans for the area and determine a location for electrical facilities. The result of the meeting was WPS will determine the size and design the electrical service needed for the Kocourek Hangar and phase one of the East Hangar Development Area. The group also determined the best location for the electric facilities would along the perimeter fence.

WPS determined the electrical needs of each of these hangar developments and found that it would be sufficient to accommodate the electrical service requirements of the Balloon Rally. Wisconsin Public Service, with an easement from the City, would install underground service, running adjacent to the airport perimeter fence in the phase one area. The expected cost of this installation, to the City, by Wisconsin Public Service, would be approximately \$30,000. This cost would eventually be reimbursed to the City as the hangar area was developed through electrical hookup fees charged to the private hangar facilities. In addition, the City could expect additional costs of \$5,000 to finance equipment purchases that the City Electrical Department would install to create a portable electric service to the Balloon Rally. City electrical staff designed the system so that it can be relocated to other airport areas as private hangar development occurs.

Last week, Kocourek, at the request of the airport, agreed to delay his hangar construction by one year. This request will allow the City sufficient time to explore and resolve additional outstanding issues such as the relocation of the storm sewer and the construction of the hangar apron. Kocourek will be requesting a one year extension of his conditional use permit that was granted by the Plan Commission last fall.

The City, if it desired, could authorize the expenditure of \$30,000 and execute an easement and electrical contract with WPS for the relocation and installation of WPS electrical service in the East Hangar Area. This decision would:

1. Relocate the electrical utilities from the proposed Kocourek hangar site and eliminate a barrier for the 2016 construction.
2. Install electrical utilities along the perimeter fence to accommodate the phase one East Hangar Development Area.

In addition, the City, if it desired, could authorize the expenditure of \$5,000 to fund the purchase and construction of a portable electrical service to accommodate the electrical needs of the Balloon Rally.

Funding of the project would be \$30,000 from the Economic Development Fund and \$5,000 from the Room Tax Fund. As indicated earlier the \$30,000 will be returned to the fund as fees are collected by the private hangar development.

Simultaneously to obtaining the budget modification and project authorization from the City, staff will work with Becher Hoppe to obtain the necessary Bureau of Aeronautics approval, obtain necessary permits and develop the necessary easement documents for council approval which will facilitate early summer relocation and installation.

If the City elects not to fund the portable electrical service, the Balloon Rally will explore the rental of generators as an alternative electrical source. The expected cost of the generator rental is \$6,550 for the 2015 event is.

The enclosed East Hangar Development Area map denotes the location of the proposed Kocourek hangar, existing electrical utilities that require relocation, and the proposed new electrical utilities.

The Airport Committee reviewed and approved the proposed electrical installation and relocation plan at their April 8th meeting and supported the funding for the projects including the portable electrical service for the balloon rally with funding coming from the Economic Development Fund \$30,000 and Room Tax Fund \$5,000.



350 Fourth Street, PO Box 8000
 Wausau, WI 54402-8000
 For more information
 contact us at
 becher@hoppe.com

DRAWN BY: OMC
 CHECKED BY: SMO
 DATE: MAR 2015

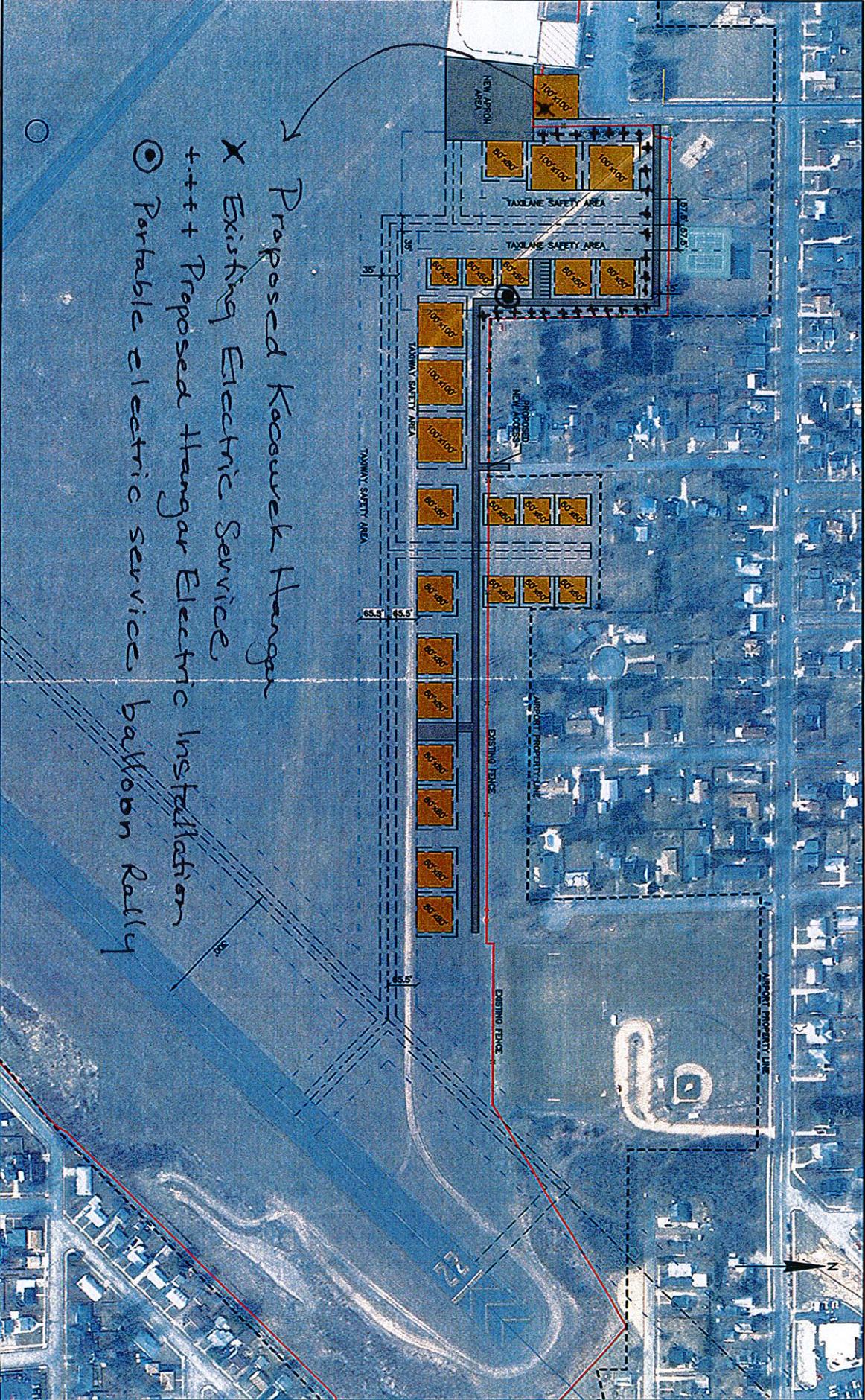
PROJECT NO: 2014.117
 REV. DATES:

SCALE
 0 100' 300'

WAUSAU DOWNTOWN AIRPORT
 CONNECTOR TAXIWAY AND HANGAR AREA
 AP X-02-0000-XX

PRELIMINARY CONCEPT

SHEET
 CON 3





Office of the City Attorney

TEL: (715) 261-6590
FAX: (715) 261-6808

Anne L. Jacobson
City Attorney

Tara G. Alfonso
Assistant City Attorney

SUPPLEMENTAL COMMENTS REGARDING
ELECTRICAL UTILITY INSTALLATION
AT WAUSAU AIRPORT

- An Airport Ground Lease between the City of Wausau (“City”) and Kocourek Holdings, LLC (“Tenant”), for the Kocourek Hangar was recommended for approval by the Airport Committee on May, 14, 2014, and the Finance Committee on May 27, 2014, and again by the Finance Committee on August 13, 2014. A public hearing was held by the Plan Commission on July 15, 2014. The Airport Ground Lease for the Kocourek Hangar was approved by the Common Council on September 9, 2014.
- The Airport Ground Lease sets forth the agreement of the parties as to “ramp space” required to accommodate the hangar. The agreement, provided in section 1 of the Airport Ground Lease, is that the Tenant is responsible for the preparation of appropriate excavation and installation of base course in preparation for asphalt pavement extending from the building to the taxiway and eighty feet (80) wide. The City shall pay for the asphalt and the cost of laying the asphalt.
- It does not appear there has been a formal, written agreement between the parties as to the responsibility for the cost of relocation of utilities to accommodate the hangar and no provision related to the relocation of utilities is provided in the Airport Ground Lease. Apparently electrical and storm sewer utilities will need to be relocated and water and storm sewer will be required to be “stubbed in” to the site.
- The East Hangar Development Area affected by this proposed utility relocation has not yet been formally approved by the Common Council or the WI Bureau of Aeronautics (“BOA”); the BOA has, however, been involved in, and is aware of, the preliminary planning of the East Hangar Development project.

RESOLUTION OF THE FINANCE COMMITTEE	
Approving Youth Development Programs Contract and Peer Court Program Contract with Boys and Girls Club of the Wausau Area, Inc.	
Committee Action:	Approved 5-0
Fiscal Impact:	Youth Development Program - \$25,000 Peer Court Program - \$23,000
File Number:	15-0409
Date Introduced:	April 28, 2015

FISCAL IMPACT SUMMARY			
COSTS	Budget Neutral	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
	Included in Budget:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Budget Source: \$23,000 Municipal Court contractual services, \$25,000 Unclassified contractual services
	One-time Costs:	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Amount:
	Recurring Costs:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Amount: Contracts are for a five year period
SOURCE	Fee Financed:	Yes <input type="checkbox"/> No <input type="checkbox"/>	Amount:
	Grant Financed:	Yes <input type="checkbox"/> No <input type="checkbox"/>	Amount:
	Debt Financed:	Yes <input type="checkbox"/> No <input type="checkbox"/>	Amount: Annual Retirement
	TID Financed:	Yes <input type="checkbox"/> No <input type="checkbox"/>	Amount:
	TID Source: Increment Revenue <input type="checkbox"/> Debt <input type="checkbox"/> Funds on Hand <input type="checkbox"/> Interfund Loan <input type="checkbox"/>		

RESOLUTION

WHEREAS, the mission of the CITY is to provide services in the most effective and efficient manner in order to promote and enhance our living environment, to plan and encourage positive growth, and to promote a positive community image by encouraging citizen involvement and civic pride; and

WHEREAS, pursuant to state law, the chief judge of the judicial administrative district has approved a teen court program in Marathon County, which has operated as the Peer Court Program by the BGC since approval by the Common Council in July, 1999; and

WHEREAS, referrals are made by the municipal court when the court determines that participation in the teen court program will likely benefit the juvenile and the community; and

WHEREAS, BGC provides positive youth development programs to low and moderate income youth grades 4-12; and

WHEREAS, on November 25, 2014, the Council approved a Resolution adopting the 2015 City of Wausau Budget and general property tax to support same, which included \$25,000 as a line item in contractual services designated to the Youth Development Program and \$23,000 as a line item in contractual services designated to the Peer Court Program; and

WHERE AS, your Finance Committee, at their April 14, 2015 meeting, recommended entering into contracts with the Boys and Girls Club of the Wausau Area, Inc. for the Youth Development Programs and Peer Court Program.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Wausau that the proper city officials are hereby authorized to execute the Youth Development Program Contract and Peer Court Program Contract with the Boys and Girls Club of the Wausau Area, Inc. which are attached hereto and incorporated herein by reference.

Approved:

James E. Tipple, Mayor

FINANCE COMMITTEE

Date and Time: Tuesday, April 14, 2015 @ 5:30 pm., Board Room

Members Present: Winters, Kellbach, Nagle, Oberbeck, Nutting

Others Present: Tipple, Groat, Giese, Hardel, Barnes, Alfonso, Hebert, Erickson, Jacobson, Kujawa, Lindman, Werth, Chmiel, S. Gehin, Wagner, Rasmussen, Neal, Mielke, Gisselman, Abitz, Goede, Joe Mella, Brian Stezinski-Williams, Lindsey Lewitzke

Discussion and possible action regarding sole source purchase authority and the execution of a contract with the Boys and Girls Club for peer court and youth development services - Groat

Groat stated last year about this time they approved sole source purchases for Peer Court in the amount of \$23,000 and \$25,000 for Youth Enrichment Services. Those services and related budget items were funded in the 2015 budget, so we are back because the contract is a one year contract expiring in May. She suggested if it is the intention of Council to continue this process, perhaps they would like to put language into the agreement that would be five years or a certain time period, but would allow the city to terminate the agreement with 30 days' notice if it was unfunded. This would eliminate a lot of administrative process, but still give the city an out.

Motion by Nagle, second by Kellbach approve the sole source and execution of a contract with the understanding that it be a five year contract provided the city can terminate for any reason or no reason without recourse of the Boys & Girls Club upon 30 days' notice. Motion carried 5-0.

AGREEMENT FOR THE BOYS & GIRLS CLUB OF THE WAUSAU AREA, INC. YOUTH DEVELOPMENT PROGRAMS

THIS AGREEMENT, made this ____ day of _____, 2015, by and between the City of Wausau, a municipal corporation of the State of Wisconsin, with its City Hall located at 407 Grant Street, Wausau, Wisconsin, 54403, hereinafter referred to as "CITY," and The Boys & Girls Club of the Wausau Area, Inc., a nonprofit private corporation, with its principal offices at 1710 N. Second Street, Wausau, Wisconsin, 54403, hereinafter referred to as "BGC."

WITNESSETH:

WHEREAS, the mission of the CITY is to provide services in the most effective and efficient manner in order to promote and enhance our living environment, to plan and encourage positive growth, and to promote a positive community image by encouraging citizen involvement and civic pride; and

WHEREAS, BGC provides positive youth development programs to low and moderate income youth grades 4-12; and

WHEREAS, on November 25, 2014, the Council approved a Resolution adopting the 2015 City of Wausau Budget and general property tax to support same, which included \$25,000 as a line item in contractual services designated to the Youth Development Program.

NOW, THEREFORE, the parties hereto agree as follows:

1. CITY will pay to BGC, a sum of money not to exceed Twenty-Five Thousand and no/100 dollars (\$25,000) for the purpose of providing positive youth development programs to low and moderate income youth.

These funds are provided for the purpose of providing 1,000 youths the ability to build academic skills, self-discipline and self-esteem necessary to develop a flexible plan to succeed.

2. In consideration for the payment of \$25,000, BGC agrees to provide 1,000 unduplicated Wausau youth academic enrichment, college and career exploration, service and leadership, health and life skills and mentoring on an annual basis, of whom at least 60% will come from low-income households (qualify for free to reduced lunch).
3. The term of this Agreement shall be for a period of five (5) years, from January 1, 2015, through December 31, 2019.

4. BGC will provide reports to CITY on a quarterly basis, indicating the number of youths served in each program and qualifying verification; in addition, BGC will submit quarterly financial reports documenting the specific expenses tied to each of its programs and request reimbursement for those expenses when the reports are submitted. Payment by CITY will be made based upon those invoices submitted by BGC.
5. BGC further agrees that this Agreement may be terminated or suspended by CITY at any time, for any reason, upon thirty (30) days written notice. Payment due under the Agreement for services rendered shall be prorated up to and including the termination date.
6. Nothing contained herein, nor any act of CITY, BGC, or any other party, shall be deemed or construed by any party, or by any other third person, to create any relationship with third party beneficiary, principal or agent, limited or general partnership, or joint venture, or of any association or relationship involving CITY. BGC is at all times considered an independent agency and not an agency or branch of CITY.
7. BGC agrees to indemnify, defend and hold harmless and release the CITY, its employees, agents, officers and designees, whether appointed, hired or elected, free and harmless from and against any and all judgments, damages, losses, costs, claims, expenses, suits, demands, actions and/or causes of action of any kind or of any nature, which may be sustained by reason of damage to any property or damages or injury to any person or persons or death to any person or persons, or by reason of any other liability imposed by law or by anything or by anyone else upon CITY, or its employees, agents, officers and designees, whether appointed, hired or elected, as the result of and/or due to the operations or activities of BGC, or anyone else, undertaken in connection with the youth development programs which are the subject of this Agreement; and specifically included within this hold harmless are attorneys' fees and other costs of defense which may be sustained by and/or occasioned to CITY and/or any of the CITY's employees, agents, officers and designees whether appointed, hired or elected.
8. BGC shall procure and maintain, at its cost and expense, amount of insurance that may be necessary for proper protection in connection with the operations of BGC. Said insurance shall provide for public liability insurance in the sum of at least one million dollars and shall name the City of Wausau as an additional insured. Proof of said insurance shall be furnished to CITY within thirty (30) days from execution of this Agreement and shall be maintained and in full force and effect during the term of the project.

BGC shall be responsible for all worker's compensation claims arising from BGC operations under this Agreement and BGC shall have in full force and effect worker's compensation as per Wisconsin Statutes.

9. BGC shall provide all information and data regarding the various youth development programs it operates, as requested by CITY. Such information shall include, but not be limited to, number of clients, identification of problems/issues and strategies to resolve such and other information related to implementation of the youth development programs.

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals the day and year first above written.

CITY OF WAUSAU BY:

BOYS AND GIRLS CLUB OF THE
WAUSAU AREA, INC.

James E. Tipple, Mayor

Brian Stezenski-Williams
Executive Director

Toni Rayala, City Clerk

Sarah Napgezok, President

This instrument drafted by
Anne L. Jacobson
City Attorney

**AGREEMENT FOR THE BOYS & GIRLS CLUB OF THE WAUSAU AREA, INC.
PEER COURT PROGRAM**

THIS AGREEMENT, made this ____ day of _____, 2015, by and between the City of Wausau, a municipal corporation of the State of Wisconsin, with its City Hall located at 407 Grant Street, Wausau, Wisconsin, 54403, hereinafter referred to as "CITY," and The Boys & Girls Club of the Wausau Area, Inc., a nonprofit private corporation, with its principal offices at 1710 N. Second Street, Wausau, Wisconsin, 54403, hereinafter referred to as "BGC."

WITNESSETH:

WHEREAS, the mission of the CITY is to provide services in the most effective and efficient manner in order to promote and enhance our living environment, to plan and encourage positive growth, and to promote a positive community image by encouraging citizen involvement and civic pride; and

WHEREAS, pursuant to state law, the chief judge of the judicial administrative district has approved a teen court program in Marathon County, which has operated as the Peer Court Program by the BGC since approval by the Common Council in July, 1999; and

WHEREAS, referrals are made by the municipal court when the court determines that participation in the teen court program will likely benefit the juvenile and the community; and

WHEREAS, on November 25, 2014, the Council approved a Resolution adopting the 2015 City of Wausau Budget and general property tax to support same, which included \$23,000 as a line item in contractual services designated to the Peer Court Program.

NOW, THEREFORE, the parties hereto agree as follows:

1. CITY will pay to BGC, a sum of money not to exceed Twenty-Three Thousand and no/100 dollars (\$23,000) for the purpose of operating a state approved teen court program, which provides referrals of youthful offenders to the Peer Court Program, as a legal alternative to the traditional imposition of civil forfeitures upon conviction, and results in meaningful, positive behavioral modification.
2. In consideration for the payment of \$23,000 BGC agrees to operate a Peer Court Program, through which they will accept referrals from CITY's municipal court, for youth ages 12 to 17, for violations of any non-violent city ordinance, who have no prior record.
3. The term of this Agreement shall be for a period of five (5) years, from January 1, 2015, through December 31, 2019.

4. BGC will provide reports to CITY on a quarterly basis, indicating the number of juveniles referred and served including; date of participation, date of completion, type of offense; referrals made to community organizations; involvement with community agencies during Peer Court supervision; explanation of youth who did not successfully complete the program; and survey results of program participants.
5. BGC will submit quarterly invoices, requesting payment of CITY and CITY will make payment based upon those submitted invoices.
6. BGC further agrees that this Agreement may be terminated or suspended by CITY at any time, for any reason, upon thirty (30) days written notice. Payment due under the Agreement for services rendered shall be prorated up to and including the termination date.
7. Nothing contained herein, nor any act of CITY, BGC, or any other party, shall be deemed or construed by any party, or by any other third person, to create any relationship with third party beneficiary, principal or agent, limited or general partnership, or joint venture, or of any association or relationship involving CITY. BGC is at all times considered an independent agency and not an agency or branch of CITY.
8. BGC agrees to indemnify, defend and hold harmless and release the CITY, its employees, agents, officers and designees, whether appointed, hired or elected, free and harmless from and against any and all judgments, damages, losses, costs, claims, expenses, suits, demands, actions and/or causes of action of any kind or of any nature, which may be sustained by reasons of damage to any property or damages or injury to any person or persons or death to any person or persons, or by reason of any liability imposed by law or by anything or by anyone else upon CITY, or its employees, agents, officers and designees, whether appointed, hired or elected, as the result of an/or due to the operations or activities of BGC, or anyone else, undertaken in connection with the Peer Court Program which are the subject of this Agreement; and specifically included within this hold harmless are attorneys' fees and other costs of defense which may be sustained by and/or occasioned to CITY and/or any of the CITY's employees, agents, officers and designees whether appointed, hired, or elected.
9. BGC shall procure and maintain, at its cost and expense, amounts of insurance that may be necessary for proper protection in connection with the operations of BGC. Said insurance shall provide for public liability insurance in the sum of at least one million dollars and shall name the City of Wausau as an additional insured. Proof of said insurance shall be furnished to CITY within thirty (30) days from execution of this Agreement and shall be maintained and in full force and effect during the term of the project.

RESOLUTION OF THE FINANCE COMMITTEE	
Opposing the Elimination of Personal Property Taxes and Computer Aid	
Committee Action:	Approved 5-0
Fiscal Impact:	Annual Revenue loss of \$1,843,000
File Number:	15-0410
Date Introduced:	April 28, 2015

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, Representative Bob Kulp (R-Stratford) and Senator Tom Tiffany (R-Hazelhurst) plan to introduce legislation that would eliminate both the personal property tax and the computer aid payments made to local governments; and

Whereas, the total statewide personal property tax levy in 2013 (collected in 2014) was \$290 million; and

Whereas, the State has been making computer aid payments to local governments since 2001 to offset the personal property tax exemption for computer equipment that was created that year, with the total payment for 2015 set at \$83.8 million; and

Whereas, elimination of the personal property tax on businesses will result in even more of the property tax burden shifting to residential homeowners, who, on average already pay 70% of the statewide property tax levy; and

Whereas, the impact of eliminating the personal property tax will be greatest in the cities and villages where most of the personal property tax base is located, and

Whereas, fully exempting all personal property from the property tax will likely result in a reduction in the incremental levy for many tax incremental finance districts;

WHEREAS, in the City of Wausau the loss of computer aid payment for exempt computers would mean \$400,000 less for the City’s General Fund and \$400,000 less for the City’s TIDs, for a total decrease in state aid payments of \$800,000; and

WHEREAS, in the City of Wausau, the shift to residential homeowners would be \$1,043,000 of tax levy for just the City portion of property taxes and the resulting equalized tax rate increase will be \$.43 per \$1,000 valuation.

NOW THEREFORE BE IT RESOLVED, that the City of Wausau opposes any attempt by the State Legislature to eliminate the personal property tax and the computer aid payments local governments receive for tax-exempt computer and related equipment which results in the loss in local tax base and resulting tax without addressing the shift in the tax burden and the replacement of the city's loss revenues.

BE IT FURTHER RESOLVED, that the City Clerk is directed to forward this legislation to our local State legislators, the Governor, and the sponsoring legislators listed above.

Approved:

James E. Tipple, Mayor

BGC shall be responsible for all worker's compensation claims arising from BGC operations under this Agreement and BGC shall have in full force and effect worker's compensation as per Wisconsin Statutes.

10. BGC shall provide all information and data regarding the Peer Court Program it operates, as requested by CITY. Such information shall include, but not be limited to, number of clients, identification of problems/issues and strategies to resolve such and other information related to implementation of the Peer Court Program.

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals the day and year first above written.

CITY OF WAUSAU BY:

BOYS AND GIRLS CLUB OF THE
WAUSAU AREA, INC.

James E. Tipple, Mayor

Brian Stezenski-Williams
Executive Director

Toni Rayala, City Clerk

Sarah Napgezok, President

This instrument drafted by
Anne L. Jacobson
City Attorney



TO: FINANCE COMMITTEE MEMBERS

FROM: MARYANNE GROAT

DATE: March 18, 2015

SUBJECT: Resolution Opposing the State of Wisconsin's Proposed Elimination of the Personal Property Tax and Computer Aid Payments to Municipalities

Purpose: To present to the Finance Committee for consideration a resolution opposing the elimination of two significant revenue sources to the City of Wausau which include personal property tax and computer aid payments.

Fiscal Impact: annual loss of revenue to the City:

Computer Aid	\$ 800,000
Personal Property Tax	<u>1,043,000</u>
TOTAL ANNUAL LOSS	\$ 1,843,000

Background Information:

Legislators, Rep. Bob Kulp (R-Stratford) Sen. Tom Tiffany (R-Hazelhurst) are seeking co-sponsors for a bill they plan to introduce phasing out the personal property tax by 2020. The draft legislation provides no payments to municipalities to make-up for the elimination of personal property taxes. In addition, the bill eliminates the computer payment that the state has been making to municipalities since the state exempted computers from the personal property tax since 2001.

The League and the Wisconsin Counties Association distributed a joint memo (attached) to all state legislators explaining the negative ramifications of eliminating the personal property tax without providing aid to municipalities to make up for the lost tax base. The main impact will be to shift more of the property tax burden onto homeowners, who already pay 70% of the statewide property tax levy. The bill if enacted would also negatively impact TIF districts across the state.

The elimination of the personal property tax base would increase the tax rate by .43 per \$1,000 valuation which would impact all property owners in the City. In addition, The other taxing partners relying on personal property taxes (school, tech and county) would also pass on tax rate hikes to real property owners.

If the City were allowed to raise taxes to recover the lost computer aid this would result in an additional \$.32 increase in the equalized tax rate per thousand. The financial impact to a home owner of a \$100,000 home would be \$75 for the City's share.



2015 BILL

1 **AN ACT to repeal** 20.835 (1) (e), 79.095, 121.06 (4) and 121.90 (2) (am) 2.; **to**
2 **amend** 70.11 (39), 70.17 (1), 73.06 (3), 121.004 (6), 121.15 (4) (a), 174.06 (5),
3 174.065 (3), 174.08 (1), 198.10 (1) and 200.13 (2); and **to create** 70.135 of the
4 statutes; **relating to:** eliminating the personal property tax.

Analysis by the Legislative Reference Bureau

This bill eliminates the property tax on personal property beginning in 2020. The bill also eliminates, in 2016, the state aid payments to taxing jurisdictions based on the value of computers and computer-related equipment that are exempt from the personal property tax and that are located in the taxing jurisdictions.

Under the bill, personal property placed in service on or after January 1, 2016, is not subject to the property tax. Personal property placed in service before January 1, 2016, is subject to the property tax based on the actual depreciated value of the property.

Beginning with the assessments as of January 1, 2020, no personal property is subject to the property tax. Under the bill, real property that was assessed as personal property prior to January 1, 2020, will be assessed as real property and real property placed in service on or after January 1, 2020, that would have been assessed as personal property prior to that date will be assessed as real property.

Because this bill relates to an exemption from state or local taxes, it may be referred to the Joint Survey Committee on Tax Exemptions for a report to be printed as an appendix to the bill.

BILL

For further information see the *state and local* fiscal estimate, which will be printed as an appendix to this bill.

The people of the state of Wisconsin, represented in senate and assembly, do enact as follows:

1 **SECTION 1.** 20.835 (1) (e) of the statutes is repealed.

2 **SECTION 2.** 70.11 (39) of the statutes is amended to read:

3 70.11 **(39)** COMPUTERS. If the owner of the property fulfills the requirements
4 under s. 70.35, mainframe computers, minicomputers, personal computers,
5 networked personal computers, servers, terminals, monitors, disk drives, electronic
6 peripheral equipment, tape drives, printers, basic operational programs, systems
7 software, and prewritten software. The exemption under this subsection does not
8 apply to custom software, fax machines, copiers, equipment with embedded
9 computerized components or telephone systems, including equipment that is used
10 to provide telecommunications services, as defined in s. 76.80 (3). ~~For the purposes~~
11 ~~of s. 79.095, the exemption under this subsection does not apply to property that is~~
12 ~~otherwise exempt under this chapter.~~

13 **SECTION 3.** 70.135 of the statutes is created to read:

14 **70.135 Personal property tax; sunset.** (1) Personal property placed in
15 service on or after January 1, 2016, is not subject to the property tax imposed under
16 this chapter.

17 (2) Subject to the exemptions under ss. 70.11 and 70.111, personal property
18 placed in service before January 1, 2016, is subject to the property tax imposed under
19 this chapter based on the property's depreciated value as reported under s. 70.35 or
20 as determined by the department of revenue.

BILL

1 **(3)** Beginning with the assessments as of January 1, 2020, no personal property
2 is subject to the property tax imposed under this chapter, except that real property
3 that was assessed as personal property prior to January 1, 2020, and real property
4 that is placed in service on or after January 1, 2020, that would have been assessed
5 as personal property prior to January 1, 2020, shall be assessed as real property.

6 **SECTION 4.** 70.17 (1) of the statutes is amended to read:

7 **70.17 (1)** Real property shall be entered in the name of the owner, if known to
8 the assessor, otherwise to the occupant thereof if ascertainable, and otherwise
9 without any name. The person holding the contract or certificate of sale of any real
10 property contracted to be sold by the state, but not conveyed, shall be deemed the
11 owner for such purpose. The undivided real estate of any deceased person may be
12 entered to the heirs of such person without designating them by name. The real
13 estate of an incorporated company shall be entered in the same manner as that of an
14 individual. Improvements on leased lands ~~may, including all permanent fixtures,~~
15 shall be assessed either as real property or personal property, but leased lands are
16 not subject to liens for any unpaid taxes on the improvements.

17 **SECTION 5.** 73.06 (3) of the statutes is amended to read:

18 **73.06 (3)** The department of revenue, through its supervisors of equalization,
19 shall examine and test the work of assessors during the progress of their assessments
20 and ascertain whether any of them is assessing property at other than full value or
21 is omitting property subject to taxation from the roll. The department and such
22 supervisors shall have the rights and powers of a local assessor for the examination
23 of persons and property and for the discovery of property subject to taxation. If any
24 property has been omitted or not assessed according to law, they shall bring the same
25 to the attention of the local assessor of the proper district and if such local assessor

BILL**SECTION 5**

1 shall neglect or refuse to correct the assessment they shall report the fact to the board
2 of review. If it discovers errors in identifying or valuing property that is exempt
3 under s. 70.11 (39) or (39m), the department shall change the specification of the
4 property as taxable or exempt and shall change the value of the property. All
5 disputes between the department, municipalities and property owners about the
6 taxability or value of property ~~that is reported under s. 79.095 (2) (a) that is exempt~~
7 under s. 70.11 (39) or (39m) or of the property under s. 70.995 (12r) shall be resolved
8 by using the procedures under s. 70.995 (8).

9 **SECTION 6.** 79.095 of the statutes is repealed.

10 **SECTION 7.** 121.004 (6) of the statutes is amended to read:

11 121.004 (6) NET COST. The “net cost” of a fund means the gross cost of that fund
12 minus all nonduplicative revenues and other financing sources of that fund except
13 property taxes, and general aid, ~~and aid received under s. 79.095 (4).~~ In this
14 subsection, “nonduplicative revenues” includes federal financial assistance under 20
15 USC 236 to 245, to the extent permitted under federal law and regulations.

16 **SECTION 8.** 121.06 (4) of the statutes is repealed.

17 **SECTION 9.** 121.15 (4) (a) of the statutes is amended to read:

18 121.15 (4) (a) In this subsection, “state aid” has the meaning given in s. 121.90
19 (2) ~~except that it excludes aid paid to school districts under s. 79.095 (4).~~

20 **SECTION 10.** 121.90 (2) (am) 2. of the statutes is repealed.

21 **SECTION 11.** 174.06 (5) of the statutes is amended to read:

22 174.06 (5) RECORDS. The listing official shall enter ~~in the records for personal~~
23 ~~property assessments,~~ or in a separate record, all dogs in the district subject to tax,
24 to whom they are assessed, the name, number, sex, spayed or unspayed, neutered or

BILL

1 unneutered, breed and color of each dog. The listing official shall make in triplicate
2 a list of the owners of all dogs assessed.

3 **SECTION 12.** 174.065 (3) of the statutes is amended to read:

4 174.065 (3) COLLECTION OF DELINQUENT DOG LICENSE TAXES. Delinquent dog
5 license taxes may be collected in the same manner as provided for small claims in s.
6 ~~74.55 and ch. 799 for the collecting of personal property taxes.~~

7 **SECTION 13.** 174.08 (1) of the statutes is amended to read:

8 174.08 (1) Except as provided in sub. (2), every collecting official shall pay all
9 dog license taxes to the town, village, or city treasurer or other tax collecting officer
10 who shall deduct any additional tax that may have been levied by the municipal
11 governing body and pay the remainder to the county treasurer at the time settlement
12 is made with the county treasurer for collections of ~~personal~~ property taxes, and shall
13 at the same time report in writing to the county clerk the licenses issued. The report
14 shall be in the form prescribed by the department, and the forms shall be furnished
15 by the county clerks.

16 **SECTION 14.** 198.10 (1) of the statutes is amended to read:

17 198.10 (1) TAXABLE PROPERTY, TAXES. All real property situated in ~~and all~~
18 ~~personal property the situs of which for purposes of general property taxation is in~~
19 the district shall be subject to taxation in and by the district for a direct annual tax
20 sufficient to pay the interest on any indebtedness of the district, and to pay and
21 discharge the principal of the indebtedness within 20 years from the time of
22 contracting the indebtedness.

23 **SECTION 15.** 200.13 (2) of the statutes is amended to read:

24 200.13 (2) TAX LEVY. The commission may levy a tax upon the taxable property
25 in the district as equalized by the department of revenue for state purposes for the

BILL**SECTION 15**

1 purpose of carrying out and performing duties under this subchapter but the amount
2 of any such tax in excess of that required for maintenance and operation and for
3 principal and interest on bonds or promissory notes shall not exceed, in any one year,
4 one mill for each dollar of the district's equalized valuation, as determined under s.
5 70.57. The tax levy may be spread upon the respective ~~real estate and personal~~
6 property tax rolls of the city, village and town areas included in the district taxes, and
7 shall not be included within any limitation on county or municipality taxes. Such
8 moneys when collected shall be paid to the treasurer of such district.

9 **SECTION 16. Initial applicability.**

10 (1) This act first applies to the property tax assessments as of January 1, 2016.

11 **SECTION 17. Effective date.**

12 (1) This act takes effect on January 1, 2016.

13 (END)



TO: Members of the Wisconsin State Legislature

FROM: Curt Witynski, Assistant Director, League of Wisconsin Municipalities
Kyle Christianson, Wis. Counties Assoc., Dir. of Government Affairs

DATE: March 20, 2015

SUBJECT: Eliminating the Personal Property Tax (LRB-1183 / LRB-2009)

Representative Kulp and Senator Tiffany are seeking co-sponsors to a bill they plan on introducing that would eliminate both the personal property tax and the computer aid payments local governments receive for tax-exempt computer and related equipment. Significantly, the proposed legislation provides no payments to local governments to compensate for the reduced tax base. The legislation, if enacted, will result in more of the property tax burden being shifted to homeowners. Both the Wisconsin Counties Association (WCA) and the League of Wisconsin Municipalities (LWM) ask that you carefully consider the following facts about the negative impact of this bill on homeowners and local government services before signing on. At a minimum, the loss in local tax revenue and tax shift must be addressed before moving forward with this legislation.

Negative ramifications of eliminating the personal property tax without a state payment holding local governments harmless:

1. The total statewide personal property tax levy in 2013 (collected in 2014) was \$290 million.
2. The state has been making computer aid payments to local governments since 2001 to offset the personal property tax exemption for computer equipment that was created that year. The total payment for 2015 is set at \$83.8 million.
3. Elimination of the personal property tax on businesses will result in even more of the property tax burden shifting to residential homeowners, who already pay 70% of the statewide property tax levy. How much more?
 - a. According to Legislative Fiscal Bureau (LFB) testimony, the share of net property taxes borne by residential property owners would increase on average by two percentage points statewide. The net tax bill on a median

valued home taxed at statewide average tax rates would increase from \$2,926 to \$3,006 or by \$80 (2.7%). Remember, this is the median. It will be higher in many communities, where most taxable personal property exists.

4. The impact of eliminating the personal property tax will be greatest in cities and villages where most of the personal property tax base is located. 82% of the state's personal property tax base is located in cities and villages. Consequently, city and village residential home owners will bear most of the burden of the tax shift. For example, in the City of Fond du Lac this would result in the loss of \$127,669,520 in the City's property tax base, representing 4.9% of the City's total taxable property tax base. The results would be a shift of \$1,516,494 for just the City's portion of property taxes from the personal property taxpayers to other classes of property taxpayers, primarily residential taxpayers (63% of the total). Also, the loss of the state aid for exempt computers would mean \$253,604 less in Fond du Lac's general fund and \$12,099 less for its TIF districts (for a total of \$265,703).
5. Fully exempting all personal property from the property tax will likely result in a reduction in the incremental levy for many tax incremental finance districts. TIF districts, with only a few exceptions, are exclusively located in cities and villages.
6. When the Legislature has exempted large amounts of personal property in the past, it has typically offset the reduction in the property tax base and avoided a tax shift by reimbursing local governments the lost tax revenue. The tax shifting and the tax increase for homeowners discussed above could be avoided if repeal of the personal property tax was paired with an expansion of the current aid payment for computers and related property. Under this scenario, rather than shifting the personal property taxes to residential home owners, the state would make annual payments to local governments (totaling \$268 million based on 2013(14) values and rates) to compensate them for the lost tax base.

Thanks for considering our comments and concerns about LRB 1183 and LRB 2009.

Curt Witynski
Assistant Director
League of Wisconsin Municipalities
(608) 267-3294
witynski@lwm-info.org

Kyle C. Christianson
Director of Government Affairs
Wisconsin Counties Association
608.663.7188
christianson@wicounties.org

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

RESOLUTION OF THE FINANCE COMMITTEE	
Approving budget modification for the Police Department Tactical Emergency Medical Support	
Committee Action:	Approved 5-0
Fiscal Impact:	No increase in the budget
File Number:	14-1109
Date Introduced:	April 28, 2015

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 checked="" type="checkbox"/>	<i>Budget Source: Police Department</i>
	<i>One-time Costs:</i>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<i>Amount:</i>
	<i>Recurring Costs:</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<i>Amount: \$8,250</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"/>		

RESOLUTION

WHEREAS, the SWAT Team relies on Tactical Emergency Medical Support during high-risk law enforcement operations from the Fire Department paramedic staff; and

WHEREAS, the Fire Department’s budget was cut significantly in 2015 eliminating the overtime funding necessary to support the SWAT Team; and

WHEREAS, the Police Department would like to transfer funds available through vacancies to the Fire Department so that they can support this effort; and

WHEREAS, the Finance Committee has reviewed and recommends a budget modification to:

From	110-36091110	Police Patrol Salaries	\$8,250.00
To	110-54091110	Fire Department Ambulance Salaries	\$8,250.00

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

Approved:

James E. Tipple, Mayor

FINANCE COMMITTEE

Date and Time: Tuesday, April 14, 2015 @ 5:30 pm., Board Room

Members Present: Winters, Kellbach, Nagle, Oberbeck, Nutting

Others Present: Tipple, Groat, Giese, Hardel, Barnes, Alfonso, Hebert, Erickson, Jacobson, Kujawa, Lindman, Werth, Chmiel, S. Gehin, Wagner, Rasmussen, Neal, Mielke, Gisselman, Abitz, Goede, Joe Mella, Brian Stezinski-Williams, Lindsey Lewitzke

Discussion and possible action regarding budget modification for the Police Department - Barnes

Cpt Barnes stated the Police Department was asking for authorization of a transfer of \$5,000 from our Wages & Benefits line item for Evidence Custodian to the Community Service Officer position. He explained they would like to hire an individual full-time for the summer months to work on returning evidence to people. He indicated they had a thousand pieces of evidence for which they need to track down the individuals to pick up their property. He also stated they are still lagging behind in getting caught up on paper reports, imaging and scanning them. They do not have the staff to do it nor want to pay \$20 an hour to do it, as opposed to summer labor.

Motion by Kellbach, second by Oberbeck to approve the transfer as requested by the Police Department. Motion carried 5-0.

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

RESOLUTION OF THE FINANCE COMMITTEE	
Approving budget modification for the Fire Department for Motor Pool Charges	
Committee Action:	Approved 5-0
Fiscal Impact:	No increase in the budget
File Number:	14-1109
Date Introduced:	April 28, 2015

FISCAL IMPACT SUMMARY			
COSTS	<i>Budget Neutral</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
	<i>Included in Budget:</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<i>Budget Source: Fire Department</i>
	<i>One-time Costs:</i>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<i>Amount:</i>
	<i>Recurring Costs:</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<i>Amount: \$65,404</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"/>		

RESOLUTION

WHEREAS, The Fire Department’s fleet is maintained and managed through the City Motor Pool; and

WHEREAS, the Fire Department’s budget had fleet related costs allocated to a variety of accounts; and would like to condense these costs to one Motor Pool Line item; and

WHEREAS, this change will cause the department’s budgeting to be consistent with all other departments of the City; and represents a “housekeeping item; and

WHEREAS, the Finance Committee has reviewed and recommends a budget modification to:

From	110-50095131	Auto Insurance	\$18,265.00
From	110-51092410	Motor Vehicles	1,000.00
From	110-51093511	Diesel	45,139.00
From	110-51093520	Motor Vehicle Repairs	1,000.00
To	110-51092000	Motor Pool	65,404.00

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

Approved:

James E. Tipple, Mayor

FINANCE COMMITTEE

Date and Time: Tuesday, April 14, 2015 @ 5:30 pm., Board Room

Members Present: Winters, Kellbach, Nagle, Oberbeck, Nutting

Others Present: Tipple, Groat, Giese, Hardel, Barnes, Alfonso, Hebert, Erickson, Jacobson, Kujawa, Lindman, Werth, Chmiel, S. Gehin, Wagner, Rasmussen, Neal, Mielke, Gisselman, Abitz, Goede, Joe Mella, Brian Stezinski-Williams, Lindsey Lewitzke

Discussion and possible action regarding budget modification for the Fire Department - Groat

Groat explained that the Fire Department, while it is supported by the Motor Pool and the Motor Pool Fund, was in a kind of hybrid state where for new purchases they were being charged the rate for usage on their vehicles, but for other older vehicles they were being charged actual costs of maintenance. The goal was to get them off of a hybrid to where they are treated fully like everyone else that is functioning in the Motor Pool Fund. This transfer of funds allows them to do that and Mark Hanson has put together the rate structure for their entire fleet and he would be able to bill them based on usage of the fleet.

Motion by Nagle, second by Kellbach to approve the transfer request of the Fire Department. Motion carried 5-0.

BE IT FURTHER RESOLVED, by the Common Council that the fund balances presented in “Exhibit A” are designated funds that are restricted for specific purposes and deemed committed by the Common Council and may not be re-deployed for other purposes without formal action.

Approved:

James E. Tipple, Mayor

FINANCE COMMITTEE

Date and Time: Tuesday, April 14, 2015 @ 5:30 pm., Board Room

Members Present: Winters, Kellbach, Nagle, Oberbeck, Nutting

Others Present: Tipple, Groat, Giese, Hardel, Barnes, Alfonso, Hebert, Erickson, Jacobson, Kujawa, Lindman, Werth, Chmiel, S. Gehin, Wagner, Rasmussen, Neal, Mielke, Gisselman, Abitz, Goede, Joe Mella, Brian Stezinski-Williams, Lindsey Lewitzke

Discussion and possible action on resolution authorizing the carryover of capital funds to 2015 - Groat

Groat explained we contemplate this action each year, which consists of looking at the budgets in the capital projects funds and in the tax increment districts to see what is left in the balance of the account. The departments that are managing construction budgets or purchases look to see how much they are going to need to complete that project and then that carryover is developed. She noted the funds are already on hand; either we have already borrowed the money or we levied taxes for each one of these, except for the Linetec which is in TID #10. We have not borrowed the money for Linetec, but we have a signed developer's agreement that obligates us to fund it. Groat reviewed the list of carryovers in detail with the committee.

Motion by Oberbeck, second by Nagle to approve the carryover of capital funds to 2015. Motion carried 5-0.

**2014 PROJECT RESERVATIONS AND FUND CARRYOVERS
TO MODIFY THE 2015 BUDGET**

FUND 150 CAPITAL IMPROVEMENTS FUND

WISCONSIN DOT PROJECTS

		2014 Modified		
		Budget	2014 Expenses	Carryover Request
150-231598718	Merrill Avenue	\$ 16,000	\$ -	\$ 16,000
150-231598713	Grand Avenue Design	620,995	588,298	32,697
150-231598736	Stewart Avenue Design	17,484	15,210	2,274
150-231598734	Thomas Street Railroad Bridge	22,322		22,322
150-231598191	Wis DOT - Other projects	96,387		95,542
TOTAL CARRYOVER				\$ 168,835

These carryovers will fund the close out of Wisconsin DOT projects. The State's billing practice is extremely slow and unpredictable. Original funding was debt proceeds.

STREET IMPROVEMENT PROJECTS

		2014 Modified		
		Budget	2014 Expenses	Carryover Request
150-232098230	Street Improvements	\$ 1,830,291	\$ 1,803,866	\$ 26,425
150-232098237	Street Trees	40,000	3,160	36,840
TOTAL CARRYOVER				\$ 63,265

This carryover will be used to complete the 2014 projects. Original funding is debt proceeds.

PAVING PROJECTS

		2014 Modified		
		Budget	2014 Expenses	Carryover Request
150-232698230	Asphalt Paving	\$ 674,200	\$ 667,106	\$ 7,094
150-232698236	Asphalt Paving - Alley	12,077		12,077
TOTAL CARRYOVER				\$ 19,171

This carryover will be used to supplement the 2015 budget of \$685,000. This carryover brings the total 2015 budget for paving to 704,171. Original funding is debt proceeds.

SIDEWALKS

		2014 Modified		
		Budget	2014 Expenses	Carryover Request
150-233098240	Sidewalk Replacement	\$ 331,264	\$ 295,614	\$ 35,650
150-233098244	New Sidewalks	54,663	5,692	48,971
TOTAL CARRYOVER				\$ 84,621

This carryover will be used to supplement the 2015 budget of \$275,000. This carryover brings the total 2015 budget for sidewalk replacement to \$359,621. The new sidewalk budget will fund the new sidewalk installation near Kaiser Pool and the Stinchfield Creek Trail Project Completion of \$18,971. Original funding is debt proceeds.

STORMWATER

		2014 Modified		
		Budget	2014 Expenses	Carryover Request
150-236198250	Stormwater	\$ 611,539	\$ 423,772	\$ 107,767
TOTAL CARRYOVER				\$ 107,767

This carryover will be used to cover costs associated with the completion of the 2014 projects and supplement the 2015 budget of \$278,000. Original funding is debt proceeds.

OTHER INFRASTRUCTURE RELATED PROJECTS

		2014 Modified		
		Budget	2014 Expenses	Carryover Request
150-236592190	GIS Projects			\$ 35,000
150-236592190	Other Professional Services	\$ 185,990	\$ 76,998	\$ 108,992
TOTAL CARRYOVER				\$ 143,992

Professional Services will cover unanticipated project design and consulting services costs incurred in 2015 along with completing work related to design standards, GIS imagery and the engineering work related to the Radtke Point erosion project. There is no 2015 budget provisions for these activities. Original funding is tax levy.

**2014 PROJECT RESERVATIONS AND FUND CARRYOVERS
TO MODIFY THE 2015 BUDGET**

FUND 150 CAPITAL IMPROVEMENTS FUND CONTINUED

AIRPORT PROJECTS

		2014 Modified		
		Budget	2014 Expenses	Carryover Request
150-237598449	Airport Facilities	\$ 52,955	\$ 18,683	\$ 34,272
TOTAL CARRYOVER				\$ 34,272

This carryover will fund the city's obligation for the airport runway pavement projects budgeted in 2014 and unexpected repair projects experienced at the airport and the . These projects were funded with levy dollars.

PARK PROJECTS

		2014 Modified		
		Budget	2014 Expenses	Carryover Request
150-237598405	Park Department - River Edge Trail	\$ 33,081		\$ 33,081
150-237598462	Park Department - Swimming Pools	3,485,500	\$ 1,253,048	2,232,452
TOTAL CARRYOVER				\$ 2,265,533

The River Edge Trail carryover funds the continued efforts on the River Edge Trail System that are not funded through Tax Increment District Number Three or the Sternberg Fund. The Swimming Pool carryover will fund the completion of Kaiser Pool and related engineering of Memorial Pool. These projects were funded with debt proceeds.

TECHNOLOGY PROJECTS

		2014 Modified		
		Budget	2014 Expenses	Carryover Request
150-237598415	Network Upgrade	\$ 54,122	\$ 42,222	\$ 11,900
150-237598426	Law Enforcement Software	93,432	(25,797)	119,229
150-237598433	PC Replacement	189,404	151,195	38,209
150-237598434	Computer Equipment (file server upgrades, fiber, video)	94,326	56,346	7,980
150-237598438	Computer Software and Services	110,838	74,267	36,571
150-237598442	Inspections Software	115,000	5,000	110,000
150-237598446	Computer Financial Systems Software (assessment, budget, cashiering, imaging)	262,489	67,740	194,749
150-237598447	Computer Upgrades	112,000	85,710	26,290
TOTAL CARRYOVER				\$ 544,928

The carryover provides funding for the completion of a variety of projects. These projects are funded with property taxes.

METRO RIDE PROJECTS

		2014 Modified		
		Budget	2014 Expenses	Carryover Request
150-237598417	WATS - Projects	\$ 4,709	\$ -	\$ 4,709
NET CARRYOVER				\$ 4,709

This carryover will fund unexpected capital requirements. This was funded through property tax levy.

CITY HALL/POLICE FACILITIES

		2014 Modified		
		Budget	2014 Expenses	Carryover Request
150-237598411	City Facilities	\$ 87,972	\$ 34,523	\$ 53,449
150-237598460	Police Facilities	\$ 35,000	\$ -	\$ 35,000
NET CARRYOVER				\$ 88,449

This carryover will fund continued maintenance and replacement projects in City Hall and police department facilities including tuckpointing and concrete repair at the police station. These projects were funded with general property taxes.

WAYFINDING PROJECT

		2014 Modified		
		Budget	2014 Expenses	Carryover Request
150-237598461	Wayfinding Project	\$ 55,000	\$ -	\$ 55,000

This carryover will fund the wayfinding project RFP's have been issued and staff are in the process of selecting a contractor.

**2014 PROJECT RESERVATIONS AND FUND CARRYOVERS
TO MODIFY THE 2015 BUDGET**

FUND 150 CAPITAL IMPROVEMENTS FUND CONTINUED

TRAFFIC SIGNALS, STREET LIGHTS, RAILROAD CROSSINGS

150-237598456 Traffic Signals, Street Lights, Railroad Crossings

2014 Modified		
Budget	2014 Expenses	Carryover Request
\$ 313,976	\$ 125,364	\$ 108,612

This carryover will complete the Scott Street lighting project and provide financing for the replacement of damaged and obsolete street lights.

PUBLIC WORKS FACILITIES

150-237598453 Public Works Facilities

2014 Modified		
Budget	2014 Expenses	Carryover Request
\$ 38,000	\$ 12,937	\$ 25,063

This carryover will complete the 2014 funding of overhead door replacement. The generator project is complete. This project was funded by General Property Tax Levy

PARKING RAMP CAPITAL

150-237598437 Parking Ramp Capital

2014 Modified		
Budget	2014 Expenses	Carryover Request
\$ 105,097		\$ 105,097

This carryover will fund major seal coating and elevator maintenance in the parking ramps.

FIRE DEPARTMENT EQUIPMENT

150-237598436 Fire Department Equipment

2014 Modified		
Budget	2014 Expenses	Carryover Request
\$ 58,778	\$ 51,272	\$ 7,506

This carryover will continue to finance fire equipment replacement including turn out gear, air packs, hose and air bottles for SCBA. These projects were funded with general property taxes.

POLICE DEPARTMENT EQUIPMENT

150-237598450 Police Department Equipment

2014 Modified		
Budget	2014 Expenses	Carryover Request
\$ 69,558	\$ 28,236	\$ 25,922

This carryover will continue to finance protective service equipment including tasers, SWAT equipment, and detective equipment. These projects were funded with general property taxes. It takes about \$10,000 to fund one SWAT member.

TOTAL FUND 150 CAPITAL IMPROVEMENTS FUND

\$ 3,852,742

**2014 PROJECT RESERVATIONS AND FUND CARRYOVERS
TO MODIFY THE 2015 BUDGET**

FUND 141 TAX INCREMENT DISTRICT NUMBER THREE

		2014 Modified		
		Budget	2014 Expenses	Carryover Request
141-342897200	Riverfront Property - Developer Contributions - WOW	575,000	-	575,000
141-342192190	Parking Study	\$ 30,000	\$ 25,274	\$ 4,726
141-341197200	Collaborative Consulting - Developer Contribution - Employee Housing	10,000		10,000
141-342898290	Other Capital Improvements - Riverfront Remediation and Stream Daylighting	2,625,005	1,413,977	1,211,028
141-342598210	Land Acquisition - 3rd Street Neighborhood Residential Acquisition	138,378	96,438	41,940
TOTAL FUND 141 TID NUMBER THREE				\$ 1,842,694

Carryover provides funding for 3rd Street Neighborhood Residential Acquisition, the approved developer agreement with WOW, the nearly completed parking study, the developer obligation with Collaborative Consulting and the Riverfront Remediation and Stream Daylighting Project.

FUND 143 TAX INCREMENT DISTRICT NUMBER FIVE

		2014 Modified		
		Budget	2014 Expenses	Carryover Request
141-342097200	Developer Grants	1,740,000	650,000	550,000
TOTAL FUND 143 TID NUMBER FIVE				\$ 550,000

\$650,000 for OMotion was disbursed in 2014. The carryover will fund the developer obligation to Wausau Window and Wall. This agreement will be funded by tax increment and foundation donations.

FUND 144 TAX INCREMENT DISTRICT NUMBER SIX

		2014 Modified		
		Budget	2014 Expenses	Carryover Request
144-345198210	County U/K - Land Acquisition			40,000
144-345198230	County U/K - DOT	187,795	32,129	171,189
144-344998212	Thomas Street Design	198,816	88,703	147,807
144-344892190	Bridge Street Realignment			3,500
144-345298230	Stewart Avenue - 17th to 18th Avenue - DOT Project	33,168		33,168
TOTAL FUND 144 TID NUMBER SIX				\$ 355,664

These carryovers will finance the completion of several engineering contracts, land acquisition at County U/K, and final DOT billing for Stewart, 17th and 18th Avenues. These projects were funded by debt proceeds or tax increment.

**2014 PROJECT RESERVATIONS AND FUND CARRYOVERS
TO MODIFY THE 2015 BUDGET**

FUND 146 TAX INCREMENT DISTRICT NUMBER EIGHT

		2014 Modified		
		Budget	2014 Expenses	Carryover Request
146-348392190	Parking Study	\$ 30,000	\$ 25,274	\$ 4,726
146-348392190	StreetScape Design	24,792	9,535	15,257
146-348497200	Developer Payments	33,000	-	33,000
TOTAL FUND 146 TID NUMBER EIGHT				\$ 52,983

The parking study and 2nd and Clark Street Streetscape Design work will conclude in 2015. Developer payments budget included Facade Improvements of \$23,000 and landscaping of \$10,000.

FUND 148 TAX INCREMENT DISTRICT NUMBER TEN

		2014 Modified		
		Budget	2014 Expenses	Carryover Request
148-351198230	Street Improvements 80th Avenue	\$ 404,620	\$ 201,909	\$ 202,710
148-351289120	Debt Proceeds	\$ (1,200,000)		\$ (1,200,000)
148-351397200	Developer Payments	1,200,000		1,200,000
TOTAL FUND 146 TID NUMBER EIGHT				\$ 202,710

The budget carryover provides for the completion of the 80th Avenue project. The City is under contract with Merrill Gravel and Construction. The Developer Payment budget provides for the development agreement with Linetec the 2015 debt financing will provide the funding for this project.

GRAND TOTAL ALL FUNDS

\$ 8,056,794

NON-LAPSING FUNDS

In addition to the above carryovers the following funds are considered non-lapsing:

- 121 Grants Fund
- 122 HUD Mortgage Program Fund
- 123 DLAD Mortgage Program Fund
- 125 Economic Development Fund
- 126 Federal Rental Rehabilitation Fund
- 127 WRRP Rehabilitation Fund
- 128 Holtz Krause Clean Up Fund
- 129 Hazardous Materials Funds
- 130 Debt Service Fund
- 132 Home Grant Fund
- 133 Home Program Income Fund
- 134 Home Rental Rehab Fund
- 135 Home Administration Fund
- 136 Neighborhood Stabilization Fund
- 138 Housing Stock Improvement Fund
- 141 Tax Increment District Number Three Fund
- 143 Tax Increment District Number Five Fund
- 144 Tax Increment District Number Six Fund
- 145 Tax Increment District Number Seven Fund
- 146 Tax Increment District Number Eight Fund
- 147 Tax Increment District Number Nine Fund
- 148 Tax Increment District Number Ten Fund

- 150 Capital Improvement Fund
- 151 Room Tax Fund
- 152 Public Access Fund
- 153 Recycling Fund
- 157 OJJDP Grant Fund
- 158 Brownfield Grant Fund
- 161 Water Utility Fund
- 163 Sewer Utility Fund
- 164 WATS Fund
- 165 Parking Fund
- 166 Airport Fund
- 167 Animal Control Fund
- 170 Motor Pool Fund
- 171 Insurance Fund
- 173 Employee Benefits Fund
- 174 EMS Grant Fund
- 175 Employee HRA Fund
- 176 Rental Licensing Fund
- 180 Cemetery Trust Fund
- 181 Other Trust Fund
- 186 Incubator Fund
- 180's and 800's All Trust and Agency Fund

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

RESOLUTION OF THE FINANCE COMMITTEE	
Approving budget modification for Seasonal Staffing for the Sewer Utility Fund	
Committee Action:	Approved 5-0
Fiscal Impact:	\$26,000
File Number:	14-1109
Date Introduced:	April 28, 2015

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 checked="" type="checkbox"/>	<i>Budget Source: Sewer Utility</i>
	<i>One-time Costs:</i>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<i>Amount: \$26,000</i>
	<i>Recurring Costs:</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<i>Amount: \$26,000</i>
SOURCE	<i>Fee Financed:</i>	Yes <input checked="" type="checkbox"/> No <input 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 Sewer Utility uses interns and seasonal staff to perform lab functions and other duties; and

WHEREAS, in prior years the Utility agreement with UW Stevens Point funded these activities through a contractual arrangement; and

WHEREAS, UW Stevens Point has requested that the City hire the interns directly; and

WHEREAS, a budget modification is necessary reclassify costs from contractual services to salary; and

WHEREAS, the Finance Committee has reviewed and recommends the following budget modification:

From	163-817092191 Sewer Utility - Testing – Lab Services	\$24,000
From:	163-801091110 Sewer Utility – Administrative Salaries	\$2,000
To:	163-801091250 Sewer Utility – Wages Temporary	\$26,000

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

Approved:

James E. Tipple, Mayor

FINANCE COMMITTEE

Date and Time: Tuesday, April 14, 2015 @ 5:30 pm., Board Room

Members Present: Winters, Kellbach, Nagle, Oberbeck, Nutting

Others Present: Tipple, Groat, Giese, Hardel, Barnes, Alfonso, Hebert, Erickson, Jacobson, Kujawa, Lindman, Werth, Chmiel, S. Gehin, Wagner, Rasmussen, Neal, Mielke, Gisselman, Abitz, Goede, Joe Mella, Brian Stezinski-Williams, Lindsey Lewitzke

Discussion and possible action on budget transfer for the Sewer Utility Fund – Temporary Wages

Groat stated the Sewer Utility has been using sewer interns similar to what the Police Department is now proposing. They had two summer interns, basically untrained kids to mow lawns, etc. They also had interns that were students sent from UW Stevens Point for which we were paying the university and the funds were budgeted for in contractual services – lab testing. The university no longer wants the program to run through them and wants them to be employees of ours during those summer months. She indicated the request is for a budget transfer of \$24,000 out of lab testing into temporary services and an additional \$2,000 from administrative salaries.

Motion by Nagle, second by Oberbeck to approve the transfer for the Sewer Utility Fund. Motion carried 5-0.

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

RESOLUTION OF THE FINANCE COMMITTEE	
Approving budget modification for the City of Wausau’s Obligation to Remove a Transformer for the RMM Development Agreement	
Committee Action:	Approved 5-0
Fiscal Impact:	\$35,000
File Number:	14-1109
Date Introduced:	April 28, 2015

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: Economic Development Fund</i>
	<i>One-time Costs:</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<i>Amount: \$30,000</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 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 checked="" type="checkbox"/> <i>Funds on Hand</i> <input type="checkbox"/> <i>Interfund Loan</i> <input type="checkbox"/>		

RESOLUTION

WHEREAS, The City entered into a developers agreement with RMM Solutions on September 11, 2002 and

WHEREAS, said agreement obligates the City to relocate an electric transformer located next to the facility, and

WHEREAS, the City’s CISM Committee has reviewed and recommends the relocation proposal; and

WHEREAS, a budget modification is necessary to provide for the project costs; and

WHEREAS, the Finance Committee has reviewed and recommends a budget modification to:

Increase: 125-225498290 Economic Development Fund – Other Capital Improvements \$35,000

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

Approved:

James E. Tipple, Mayor

FINANCE COMMITTEE

Date and Time: Tuesday, April 14, 2015 @ 5:30 pm., Board Room

Members Present: Winters, Kellbach, Nagle, Oberbeck, Nutting

Others Present: Tipple, Groat, Giese, Hardel, Barnes, Alfonso, Hebert, Erickson, Jacobson, Kujawa, Lindman, Werth, Chmiel, S. Gehin, Wagner, Rasmussen, Neal, Mielke, Gisselman, Abitz, Goede, Joe Mella, Brian Stezinski-Williams, Lindsey Lewitzke

Discussion and possible action regarding budget modification - Transformer project RMM Solutions

Development Agreement - Engineering

Ann Werth explained there is a very old transformer that is in the back part of an alley or common way which was going to be taken down and relocated. She stated it is 6' x 8' x 6' high, or the size of a small vehicle, which has caused a lot of problems because there would be no way for a fire truck to get through and there are tenants on the second floor of those older buildings of the 600 block of 3rd Street. She indicated there were stakeholder meetings held with a number of the businesses and church. The church will not allow it to go on their property. She noted they will no longer place transformers underground due to safety issues. The consensus from everybody was to do a bump-out on Grant Street and put the transformer there. Rasmussen indicated CISM was happy with this solution.

Motion by Nagle, second by Nutting to approve the budget modification in the estimated amount of \$30,000 for the transformer project. Motion carried 5-0.

