

*** All present are expected to conduct themselves in accordance with our City's Core Values ***



OFFICIAL NOTICE AND AGENDA - 2nd REVISION

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

Meeting of the: **COMMON COUNCIL OF THE CITY OF WAUSAU**
 Date/Time: **Tuesday, August 11, 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**

REVISED

Call to Order

Pledge of Allegiance / Roll Call / Proclamations

Presentations: **Riverfront Presentation - Stantec & City Staff**
Technology Projects Update (Gerry Klein)

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)

Suspend the Rule 12(A) Referral of Resolutions and Rule 13(E) (1) Committee Reports (2/3 Vote of the members present required)

Discussion and possible action on proposed redevelopment of the property at C302 Wausau Center (Wausau Center Mall) (CBL & Associates Properties, Inc.) regarding negotiation strategy relating to tenant redevelopment and replacement plans for the Wausau Center Mall.

CLOSED SESSION pursuant to 19.85(1)(e) of the Wisconsin Statutes for deliberating or negotiating the purchase of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session, regarding negotiation strategy relating to tenant redevelopment and replacement plans (CBL & Associates Properties, Inc.)

RECONVENE INTO OPEN SESSION to take action, if necessary, on closed session item(s), and continue with council business.

File #	CMT	Consent Agenda	ACT
15-0601		Minutes of previous meetings (6/10/15)	
15-0807	AIR & FIN	Joint Resolution Authorizing execution of a one (1) year lease with Wausau Flying Service, Inc. for the location of a storage unit to accommodate camping and other related items for Boy Scouts of America, Troop 465 and Cub Scouts, Pack 465 at the Wausau Downtown Airport.	Approved 7-0 Approved 4-0
12-0507	CISM & PLAN	Joint Resolution Approving Second Amendment to the Transportation Project Plat for STH 52, Project ID 6999-03-28	Approved 5-0 Approved 6-0
15-0704	CISM & PLAN	Joint Resolution Accepting dedication of right-of-way and easement for 3385 Horseshoe Spring Road.	Approved 4-0 Approved 5-0
01-0907	PLAN	Resolution Adopting a Public Participation Plan	Approved 6-0
15-0806	PLAN	Ordinance Rezoning 2025 County Road U from R1, Single Family Residence District and R3-1, Two Family Residence District, 2211 & 2215 County Road U from R1, Single Family Residence District, and 1551 Westwood Drive, an unzoned parcel to IB, Interchange Business District.	Approved 6-0
82-1252	PRK&REC	Ordinance Amending Section 1.01.025(c)(1)(B) Schedule of cash deposits to include violation of animals on cross-country ski trails.	Approved 5-0
04-0511	PH&S	Ordinance Repealing Chapter 9.40 Smoking prohibited inside restaurants.	Approved 5-0
82-1252	PH&S	Ordinance Amending Section 1.01.025(c)(1)(B) Schedule of cash deposits to include prohibition against smoking and chronic nuisance (1st Offense only)	Approved 5-0
14-0810	PH&S	Ordinance Amending Section 9.04.010 State statutes adopted to include prohibition against smoking.	Approved 5-0
03-0311	WWW	Resolution Reviewing the 2014 Compliance Maintenance Annual Report for the Wastewater Plant	Approved 4-0

File #	CMT	Resolutions and Ordinances	ACT
10-0305	P&T, FIN	Joint Resolution Authorizing execution of a five (5) year lease between the City of Wausau and Trolley Quarter Flats Limited Partnership ("Lessee") to provide additional parking for Lessee at City owned property at the Community Gardens	Approved 4-1 Approved 4-0
15-0803		Confirmation of Mayor's Appointments	
15-0108	PH&S	Resolution Approving or Denying Various Licenses as Indicated	Approved 5-0
85-0417	ED	Resolution Accepting the proposal submitted by Jones Lang LaSalle (JLL) to provide consultant services related to the Wausau Center Mall reinvigoration proposal and approving the budget amendment funding the project.	Approved 4-0 Approved 4-0
14-1109	FIN	Resolution Adopting a modification to the proposed 2016 Fee Schedule related to animal licensing.	Approved 5-0

15-0808	FIN	Resolution Authorizing Proper City Official(s) to apply for and borrow from the Board of Commissioners of Public Lands of Wisconsin a State Trust Fund Loan not to exceed \$4,000,000 for the purpose of water and sewer capital improvements.	Approved 4-0
90-1136	PH&S	Ordinance Repealing and recreating Section 6.44.010 Definitions, and amending Sections 6.44.020 Collection, 6.44.030 Separation, 6.44.040 Solid waste containers, 6.44.050 Draining and wrapping solid waste, 6.44.060 Location of waste and recycling containers for collection, 6.44.070 Certain disposal and removal prohibited, 6.44.080 Noncollectible materials, 6.44.090 Storing of refuse, 6.44.100 Enforcement and penalties	Approved 5-0
92-1009	FIN	Resolution Approving the Residential Solid Waste and Recycling Service Agreement	Approved 3-0
15-0804	PLAN	Ordinance Rezoning 220, 306, and 352 South 18th Avenue from IB, Interchange Business District, to UDD, Unified Development District and approve the General Development Plan to allow for a convenience store with gasoline sales and a carwash.	Approved 6-0
15-0804	PLAN	Resolution approving the precise implementation plan for 220, 306 and 352 South 18th Avenue to allow for a convenience store with gasoline sales and a carwash.	Approved 6-0
15-0805	PLAN	Resolution Approving a conditional use at 640 South 3rd Avenue to allow for an indoor amusement establishment, in a B2, Community Service District.	Approved 6-0
Suspend the Rule 1(D) Transmission of Committee Business to Council - (2/3 Vote required) for items with pending committee action.			
99-1104	FIN	Resolution Amending the Procurement Policy.	Pending
14-1109	FIN	Resolution Approving the Budget Modification for 2015 Street Improvement Projects	Pending
14-1109	FIN	Resolution Approving the Budget Modification for 1st Street Extension and Riverfront Redevelopment Project	Pending
14-1014	ED & FIN	Joint Resolution Approving a Development Agreement between the City of Wausau and Wausau On The Water, Inc., for the land lease and construction of the Wausau On The Water family entertainment center within the East Riverfront Redevelopment Area.	Pending Pending
14-0110	ED & FIN	Joint Resolution Accepting the proposal of Badger Pharmacy DBA Young's Drug Store & Young's Long Term Care Pharmacy and to transfer the City owned property at 1500 Grand Avenue (formerly a Kwik Trip) for the establishment of a pharmacy operation and urgent care center.	Approved 4-0 Pending
12-1115	ED & FIN	Joint Resolution Authorizing execution of an amendment to the Development Agreement with Bull Falls Brewery signed November 23, 2012 (AGR #5143) to provide developer incentives located at 836 and 900 East Thomas Street in TID #9	Approved 5-0 Pending
Public Comment & Suggestions - (for matters not appearing on the agenda)			

CLOSED SESSION pursuant to 19.85(1)(g) of the Wisconsin Statutes for conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved, regarding offer of settlement in Marathon County Case No. 13CV401 Heather Detjens vs. Lorrie Jehn et al (City of Wausau)

CLOSED SESSION pursuant to 19.85(1)(g) of the Wisconsin Statutes conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved, for the purpose of conferring with legal counsel regarding pending tax litigation involving Walgreen Co. Case No. 11CV958

RECONVENE INTO OPEN SESSION to take action, if necessary, on closed session items.

Adjournment

Signed by James E. Tipple, Mayor

This Notice was posted at City Hall and faxed to the Daily Herald newsroom on 08/10/15 @ 2:45 pm. Questions regarding this agenda may be directed to the City Clerk.

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

Technology Projects Update

8/11/2015

Gerry Klein

City-County IT Commission



Tools We Use to Prioritize

- Prioritization Committee
 - Prioritization Spreadsheet (See list)
 - Discovery process defined and used to validate info
 - Completed Sheet – 29 projects Completed September 2013 to July 2014
 - 20 Projects completed so far in 2015
 - Of our top 10 current projects, 8 serve the city
- Project Portfolio
- Individual Projects
 - GANTT charts, Charters, Budgets
- Time Study – by department, project, Break/Fix

Current Project Status

- Handout of Project Budget/Actual report
- Handout of GANNT chart of key projects

A Sampling of Your Infrastructure

- Wausau has information and applications on 91 of our 258 Servers
- Of the 53 Servers that needed to be upgraded from Server 2003 – Wausau uses about 25
- \cong 250 PCs/Laptops + 117 mobile devices
- In 2014 – 117 PC/laptops replaced for the City
- 23 Squads – 8 have been upgraded from aircards to Cradlepoints using NetMotion
- 28% of our 425 Cameras are city – 60% of storage
- We just ordered a new storage array - \$250k (our second large array). Wausau paid 20%
- Maintaining existing system takes 80+% of our resources

Fiscal look at CCITC

- Created in 1974
- 29 staff
- Helpdesk, PC techs, Network team, Analysts, Purchasing, Accounting, Programmers, Managers
- The City pays 21% of our operating budget
- Received almost exactly that amount of support in the last few years
- Formula is a rolling 3 year average based on actual usage
- All IT staff record time in detail to project and customer – We use these reports to set budget
- County and NCHC pay 79% - Often this helps pay for expensive infrastructure like servers, storage, Switches, phone system, Email, Security
- Could we use unexpended project \$ for 2016 requests?

Our Mission

- Be your Partner
- Strategic Plan completed this month
- As the City develops new strategic goals – we will help deliver on those goals!
- Our Value Proposition
 - Handout
 - In essence, you have access to all of our experts, you share expenses on infrastructure, you pay for what you get, we work to break even.

CITY OF WAUSAU
CAPITAL IMPROVEMENT DETAIL STATUS REPORT
CCIT
June 1, 2015



STATUS CODES
 NS = Not Started
 RFP = In RFP/Bid Process
 CN = Contract Negotiations
 D = In Design/Under Study
 C = Under Construction
 CP = Project is Complete and Paid
 CW = Project Complete Waiting on Final Bills
 OG = Ongoing Replacement Activity no Defined Completion
 Z = Other
 * DEPARTMENTS TO COMPLETE COLUM

Budget Account Number	Project Name	Staff Project Manager	Contracted Project Manager	Project Status Code	Initial Funding Year	Budget	2014 Expenses	2015 Expenses To Date	Project Expenses To Date	Project Balance Remaining	Estimated Cost (Total Expected Cost)	Anticipated Budget Variance (+Fav/ -UnF)	Project Start Date	Target Completion Date	%Project Completion	Other Comments
150-237598415	Network Upgrade	Gerard Klein	(To indicate State of Wi or other		2014	\$54,122	\$42,222	\$2,088	\$44,310	\$9,812	\$54,122	\$0	03/01/2014	10/01/2015	90%	2014 small capital for switches, replace broken drives, replace servers, add storage, access points, security software, appliances, security audits, replace licenses, security certificates
150-237598415	Network Upgrade	Gerard Klein			2015	\$55,000	\$0	\$12,974	\$12,974	\$42,026	\$30,000	\$25,000	06/01/2015	12/31/2015	40%	2015 small capital for switches, replace broken drives, replace servers, add storage, access points, security software, appliances, security audits, replace licenses, security certificates, specialized expertise if needed to solve problems.
150-237598424	Video & Voice Enhancements	Gerard Klein			2015	\$33,000	\$0	\$0	\$19,990	\$13,010	\$33,000	\$0	06/01/2015	12/31/2015	60%	small cap for replacing broken cameras, expert help with video systems (Omnicast and Arbitrator). We found it to be much more economical to be on T&M for vendor support on these system than to have an full support agreement. We have cameras in the ramps, the squad cars, the buildings and interview rooms.
150-237598426	Law Enforcement Software	Gerard Klein			2014	\$93,432	-\$25,797	\$0	-\$25,797	\$119,229	\$53,000	\$40,432	01/07/2010	12/31/2015	90%	The credit expense is due to reimbursement from local law enforcement agencies for PRMS upgrade. This is a combination of two accounts. One is for the PRMS system upgrade that happened in spring 2015. We still owe \$22k to the vendor and are withholding it until all issues are resolved. The other account is use for a variety of items like changes to interfaces (these happen 2-3x/year, changes and enhancements to any of the 5 modules, break fix issues with them. Example: squad car 3G devices were discontinued by vendor so we had to replace them and re-engineer with Cradlepoint technology. Other causes are state mandated changes to reporting, security enhancements mandated by the feds. Example: 2 Factor authentication.

150-237598433	PC Replacement	Gerard Klein		2014	\$189,404	\$151,195	\$8,860	\$160,055	\$29,349	\$189,404	\$0	01/01/2014	07/30/2015	85%	This is a combination of 4 accounts from prior years. \$90k was for Toughbook replacement in the squads which was spent. \$20k is being used for telephone system contractor help on upgrades and troubleshooting Cisco IP phone system. \$79k was carryover of 2013/2014 PC replacement, of which there is about \$12k left. and we are using this to supplement the \$45k for 2015 PC replacement
150-237598433	PC Replacement	Gerard Klein		2015	\$73,655	\$0	\$0	\$25,581	\$48,074	\$73,655	\$0	07/01/2015	12/31/2015	20%	Combination of the PC replacement account of \$45k and \$28k which was taken from motor pool that was used to fund ruggedized tablets for DPW and Engineering. We are scheduled to do most PC replacements for 2015 in the second half of this year (PD is the biggest need and they wanted to finish the TRACS 10 system upgrade in Q1 and Q2. We are expected to spend \$57 yet this year on PC, laptop and tablet replacements. We have spent \$20 on ruggedized devices and do expect to spend the remaining \$8.5k
150-237598434	Computer Equipment	Gerard Klein		2014	\$94,326	\$56,346	\$0	\$56,346	\$37,980	\$64,326	\$30,000	MULTIPLE	11/15/2015	80%	This is a combination of 5 projects. 3 of which are completed and zeroed out. The other two are \$8k for pulling fiber between city hall and the courthouse (RFP released last week), and \$30k for 400 block wifi that was expected to come from ad revenue which has not been found. So it looks like we are returning \$30k but it never existed.
150-237598434	Server Upgrade/ Windows Svr Eradication	Gerard Klein		2015	\$147,390	\$0	\$0	\$0	\$147,390	\$122,390	\$25,000	01/01/2015	12/31/2015	60%	Combination of two server projects. \$117k for Server 2003 eradication and \$30k for iseries server replacement. We will be under budget on the 2003 eradication. iSeries replacement is scheduled for fall
150-237598438	Computer Software and Services	Gerard Klein		2014	\$110,838	\$74,267	\$1,096	\$75,363	\$35,475	\$110,838	\$0	01/01/2013	12/31/2015	70%	combination of 5 projects. 2 (cashiering and cayenta upgrade) are closed. 3 are wrapping up, imaging \$17k; budget cube consulting \$5k; Microsoft sw licenses \$10k
150-237598438	E-mail Upgrade	Gerard Klein		2015	\$36,150	\$0	\$0	\$0	\$36,150	\$36,150	\$0	08/01/2015	12/31/2015	0%	Project expected to be a Q3/Q4 timeline
150-237598442	Inspection Software	Gerard Klein		2014	\$115,000	\$5,000	\$0	\$5,000	\$110,000	\$105,000	\$10,000	03/20/2014	12/31/2015	5%	Contract signed for new system in June. Project costs are pected to be under budget (sw and mobile devices (Surfaces). Schedule is July to 12/31/2015
150-237598446	Computer Financial Systems Software	Gerard Klein		2014	\$262,489	\$67,740	\$0	\$67,740	\$194,749	\$262,489	\$0	01/01/2014	10/01/2015	70%	Combination of \$238,500 for Assessment system and \$24k for Cayenta 7.6 upgrade. We've spent \$98k so far on Assessments and expect the project to come in close to the original cost estimate. There are some remaining costs for Cayenta related to the upgrade. We'll need some of it for paying for Cayenta changes (these happen regularly based on needs from state reporting changes, and/or budget development.
150-237598447	Computer Upgrades	Gerard Klein		2014	\$112,000	\$85,710	\$34	\$85,744	\$26,256	\$85,744	\$26,256	MULTIPLE	12/31/2015	80%	Two projects. \$80k for storage was completed in 2014. \$26k was carried over into 2015 from remaining 2014 voice/video small cap account. This \$26k could be potentially returned or used to fund something that is underfunded in 2016.

\$1,376,806 \$456,683 \$25,052 \$527,306 \$849,500 \$1,220,118 \$156,688

ID	Task Mode	Task Name	Duration	Start	2012				2013				2014				2015				2016			
					Qtr 4	Qtr 1	Qtr 2	Qtr 3	Qtr 4	Qtr 1	Qtr 2	Qtr 3	Qtr 4	Qtr 1	Qtr 2	Qtr 3	Qtr 4	Qtr 1	Qtr 2	Qtr 3	Qtr 4	Qtr 1	Qtr 2	
41		PC replacement	261 days	Thu 01/01/15																				
42		Ongoing	261 days	Thu 01/01/15																				
43		Server/Network Routine upgrades	261 days	Thu 01/01/15																				
44		As needed	261 days	Thu 01/01/15																				

Project: City council project updat
Date: Fri 08/07/15

Task		Project Summary		Inactive Milestone		Manual Summary Rollup		Deadline	
Split		External Tasks		Inactive Summary		Manual Summary		Progress	
Milestone		External Milestone		Manual Task		Start-only			
Summary		Inactive Task		Duration-only		Finish-only			

Enterprise

2011-022	Replace Imaging / Laserfiche		
	- Write and release a Request for Proposal to select a replacement system for Imaging for City and County. We currently use IMS/21.		
	Heather Giddings	Departments:	All Departments
Update:	7/30/2015	CCIT accounts payable was converted on 7/15/2015. The City Finance conversion is scheduled for 8/4/2015. Work on converting the following continues: City Clerk Vault entries, County Finance, County Finance Payroll, and COLD. We are investigating methods of connecting Laserfiche to GIS for CPZ tie sheets and the Engineering Scandex conversion.	
Priority:	3-High	Status:	3-Active
2014-020	Security Audit June 2014		
	- A security firm will test the security to our network from outward facing web pages and will also perform tests from inside our system. The last audit was done in 2008.		
	John Anderson	Departments:	All Departments City-County IT Commission
Update:	7/30/2015	LEF, Intellitime and several other servers were patched to current during the month of July. We estimate that we are between 85 - 90% complete.	
Priority:	3-High	Status:	3-Active
2015-013	Land Records Replacement		
	- Mid-Range System Replacement IT Infrastructure Need The operating system that runs our IBM iSeries has reached end of life. That mid-range host runs Land Records and Social Services. We are in a situation now where we are paying support costs above and beyond normal maintenance to operate that equipment. The system is over 5 years old and hardware maintenance charges continue to increase every year.		
	Julie Henrichs	Departments:	Treasurer City of Wausau Land Records Marathon County Register of Deeds Property Description Marathon County Treasurer Lincoln County Property Description Lincoln County
Update:	7/28/2015	A white paper has been written by the task force to document the current state and the need for a new Land Records System. Rebecca Frisch; Director of Conservation, Planning and Zoning; is co-managing this project and has begun meeting with interested standing committees to keep them informed.	
Priority:	3-High	Status:	2-Researching
2014-003	End-to-End Web Environment		
	- Moving applications to new servers that are dedicated for production or testing purposes. As applications are moved off of old servers it will also be eliminating servers running 2003 (which is part of project 2014-047 Application Server Migration).		

Enterprise

	Angela Spranger	Departments:	City-County IT Commission
Update:	7/28/2015	The Intranet DotNet Nuke site is scheduled to migrate to the new environment on 07/30/2015. The Rabies web services and database are scheduled to migrate to the new environment on 08/04/2015.	
Priority:	2-Medium	Status:	3-Active
2014-013	File Server Replacement for City and County		
	<p>- City and County file server replacement.</p> <p>The CIP request for Windows 2003 Server Eradication has been broken into three projects:</p> <ol style="list-style-type: none"> 1) File Servers 2) Print Servers 3) Application Servers 		
	Angela Spranger	Departments:	Marathon County City of Wausau
Update:	7/31/2015	Discovery Last O: drive is still remaining due to transitioning two applications. Print servers are on schedule.	
	7/31/2015	County O: Drive Migration Two more servers to complete. These are being held up to finish application conversions. Otherwise, project is nearing completion.	
Priority:	2-Medium	Status:	3-Active
2014-027	Mobile Device Management 2014		
	- Mobile Device Management (old project #2007-318)		
	Chue Thao	Departments:	
Update:	7/30/2015	Jenny Anklam has approved full rollout of MAAS360 at NCHC. Chue will be contacting users in small groups to begin enrollments. Inquiries have also been coming in from the Wausau Police Department regarding SmartPhone usage. This will be discussed at our next law enforcement meeting as CJIS compliance for this sort of use would require that the devices be enrolled in the MDM solution.	
Priority:	2-Medium	Status:	3-Active
2014-029	Windows Print Server Migration		
	<p>- Due to the sunseting by Microsoft of Windows Server 2003 support, all servers running versions prior to Server 2008 need to be replaced. A number of the 2003 servers act in a print server role. A plan has been created, submitted and approved to create 3 dedicated print servers and migrate all existing print queues to these 3 new locations.</p> <p>Moving from print servers sharing resources to a more centralized model should simplify network-related print queue maintenance. This should also help to reduce the overall complexity of our print server infrastructure resulting in more efficient maintenance of the Microsoft print queues.</p>		
	Rick Abreu	Departments:	All Departments

Enterprise

Update:	7/30/2015	Wausau PD migration is complete. Conservation, Planning, and Zoning is still in progress. CCITC staff are working with EO Johnson staff on migration of their print tracking software. Highway, Department of Public Works, and County Maintenance are in process. The Sheriff Department has begun the discovery phase. In order to migrate some of their copiers, the devices firmware will need to be updated. EO Johnson is being scheduled to perform these upgrades. Once the firmware upgrades are complete the migration to the new server can proceed.	
Priority:	2-Medium	Status:	3-Active
2015-005	2015 CCITC LEAN Initiative		
	- We are participating in a LEAN project led by Judy Burrows from the Health Department. The actual LEAN event will be taking place in March.		
	Rick Abreu	Departments:	City-County IT Commission
Update:	7/30/2015	The LEAN event analyzed thePC installation and PC/Network support billing processes. A number of areas were identified for improvement. An action plan is in place and work is proceeding on the improvements.	
Priority:	2-Medium	Status:	1-Not Started

City

2013-013	Vision City Assessor		
	- Replace SungardPS Appraisal Plus		
	Julie Henrichs	Departments:	Assessor City of Wausau
Update:	7/28/2015	Vision has received our Real Estate data for the final conversion. They will return it on August 7th. During this time they will be converting and modeling our data to ensure that the system will create accurate values. Training is schedule for August 12th and 13th. We have not implemented Vision for Personal Property or Mobile Homes at this time. They are both scheduled for this Fall.	
Priority:	3-High	Status:	3-Active
2013-047	Inspections InfoVision Evolve		
	- Purchase new program for Building, Plumbing, Electrical and Sign Permit tracking and enforcement.		
	Angela Spranger	Departments:	Inspections City of Wausau
Update:	7/30/2015	The vendor was on-site the week of July 19th. At that time discovery was completed for the implementation of licensing and a brief overview was presented to the Clerks Office. An overview of project review was made to interested parties from Inspections and the Fire Department. InfoVision will be back on site the week of August 10th to complete the project review process, work on the GIS connection and begin the Code Enforcement discovery.	
Priority:	3-High	Status:	3-Active

OFFICIAL PROCEEDINGS OF THE WAUSAU COMMON COUNCIL
held on Wednesday, June 10, 2015, at 7:00 pm in the Council Chambers at City Hall.
Mayor Tipple presiding.

Roll Call

06/10/2015 7:01:07 PM

Roll call indicated 9 members present.

<u>District</u>	<u>Aldersperson</u>	<u>Present</u>
1	Nagle, William P.	YES
2	Wagner, Romey	NV
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	NV
11	Mielke, Robert	YES

Proclamation:

Mayor Tipple proclaimed **June 15, 2015** as **ELDER ABUSE AWARENESS DAY** and encouraged all Wausau residents to recognize and celebrate the accomplishments of Wausau's seniors.

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

- 1) Greg Venne, 202 N 12th Ave, addressed Council regarding the budget modification for mowing grass within city parks, specifically the reservoir park in his neighborhood and expressed appreciation of the response of alderpersons and staff.

Communications & Committee Reports

Mayor Tipple pointed out the appointments to the vacancies in Finance Committee and ED Committee were in their packets.

Consent Agenda

06/10/2015 7:09:49 PM

Motion by Nutting, second by Rasmussen to adopt all items on the Consent Agenda as presented:

Oberbeck requested 15-0604 be removed from Consent. Winters requested 15-0614 be removed from Consent.

13-1116 Resolution of the Economic Development Committee approving lease agreement between the City of Wausau and CAG Industrial, Inc. for city property located in the area of 250 South 80th Avenue.

89-0925 Resolution of the Economic Development Committee approving waiver of right to repurchase property from Hydrite Chemical Company located at 7400 Highland Drive.

15-0410 Resolution of the Finance Committee supporting the Expansion of Bank Qualified Bonds. 99-1104 Resolution of the Finance Committee modifying the Procurement Policy.

15-0607 Ordinance of the Parking & Traffic Committee designating no parking on E. Kent Street from Curling Way to approximately 725 feet east of the centerline of Curling Way.

15-0615 Ordinance of the Plan Commission amending Sections 23.02.326.5 Microbrewery, 23.12.110 Size of parking spaces, 23.26.120, Size of parking spaces, 23.30.070 Signs, 23.34.030 Conditional uses, 23.38.100 Size of parking spaces, 23.40.030 Conditional uses, 23.58.010 Statutory authorization, and repealing Sections 23.02.326.5 Microbrewery and 23.12.055 Home satellite communication dishes and outdoor radio and television antennas and towers.

10-0209 Ordinance of the Plan Commission amending Sections 23.08.030, 23.58.060(b)(2), 23.58.060(c), 23.58.060(d)(1), 23.58.060(e), 23.58.060(g)(2), 23.58.080, 23.76.010, 23.76.020, 23.76.030, 23.80.010, 23.80.20, 23.86.010, 23.88.010, 23.88.020, 23.88.030 replacing "director of inspections and electrical systems" with "zoning administrator."

15-0612 Resolution of the Public Health & Safety Committee authorizing City participation in the Marathon County Restorative Justice Teen Traffic Violation Program.

15-0605 Resolution of the Public Health & Safety Committee urging the Wisconsin State Legislature to Enact Additional amendments to Chapter 125, Wisconsin Statutes to enable the Issuance of "Class C" Liquor Licenses to Painting Studios.

15-0108 Resolution of the Public Health & Safety Committee approving or denying various licenses as indicated.

Yes Votes: 9 No Votes: 0 Result: PASS

15-0604 06/10/2015 7:22:00 PM

Motion by Nutting, second by Rasmussen to adopt a Resolution of the Economic Development Committee adopting a new Economic Development Agreement Process ~~strategy and~~ guideline document, amended on council floor by striking the language "strategy and" from the resolution.

Oberbeck requested Community Development to provide a brief discussion of what is in the strategy and what they were looking to accomplish. Chris Schock explained the ED Committee has been discussing revising or clarifying the process for city investment and incentivitation. He indicated with the committee's guidance staff has drafted this proposed guideline or strategy document. He noted there is a concern that sometimes projects seem to move very quickly or come up at the last minute and our goal is to put a better methodology to that and make things clearer in the process.

Oberbeck stated this document appeared to be more of a process on how a developer achieves funding, but he was more interested in a strategy on creating development to create tax base outside of the TIDs that finances some of our operational costs. He questioned if there were some goals and budgets we can establish throughout this process. Schock indicated they welcomed continued discussion on how to improve the strategy, but this was the first step towards it.

Winters commented this was essentially a checklist on how to apply for a city grant and although he had no problem with them putting out a process, he did not think it should be brought as a resolution writing it into policy. He did not feel it was policy and didn't want to make it policy, reducing our flexibility with developers as they come. Rasmussen disagreed, stating in committee it seemed to be very important that we clarify our process as to what people can expect and have it approved moved forward as benchmarks for our performance internally and outwardly facing toward the development community. Winters felt the use of the word "strategy" was inappropriate because it was a process guideline. Tipple suggested they strike the words "strategy and" to move it forward.

Yes Votes: 9 No Votes: 0 Result: PASS

15-0614 06/10/2015 7:33:52 PM

Motion by Rasmussen, second by Neal to adopt Resolution of the Economic Development Committee issuing a consensus statement in support of the reinvigoration and redevelopment of the Wausau Center Mall facility.

Schock stated this consensus statement is the result of a continued process of discussion between the city and stakeholders. The city wants to be proactive and engage the mall owner and potential investors early on. He pointed out the mall is a successful mall, not a dead mall; however we are looking to reinvigorate it.

Yes Votes: 9 No Votes: 0 Result: PASS

15-0611 06/10/2015 7:35:01 PM

Motion by Gisselman, second by Neal to adopt a Joint Ordinance of the Capital Improvements & Street Maintenance Committee and the Plan Commission annexing territory from the Town of Wausau to the City of Wausau (Ashley Luczaj - 1707 Hamilton Street).

Yes Votes: 9 No Votes: 0 Result: PASS

15-0613 06/10/2015 7:35:49 PM

Motion by Nutting, second by Neal to adopt a Resolution of the Economic Development Committee initiating a design process for City owned parcels within the East Riverfront Planning Area (in the vicinity of Short St.) for new infill housing options (River East Brownstones) and accepting a grant from the Judd S. Alexander Foundation in the amount of \$13,500 to fund this process.

Yes Votes: 9 No Votes: 0 Result: PASS

15-0608 06/10/2015 7:38:33 PM

Motion by Rasmussen, second by Gisselman to adopt an Initial Resolution of the Finance Committee providing for the Sale of \$4,285,000 General Obligation Promissory Notes.

Winters indicated he was going to vote no on all three of the borrowing resolutions to put a marker on what has been happening. We chose to bond for \$12 million and go over the \$10 million bank qualified threshold, which means we will pay a half percent interest more on the entire borrowing than had we stayed within \$10 million. We are retiring \$8 million in debt, so our debt load is growing by \$4 million.

Groat clarified that we did not go over the \$10 million because we were required to issue taxable debt for some of the items that were related to private activity use.

Yes Votes: 8 No Votes: 1 Abstain: 0 Not Voting: 2 Result: PASS

<u>District</u>	<u>Aldersperson</u>	<u>Vote</u>
1	Nagle, William	YES
2	Wagner, Romey	NV
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	YES
10	Abitz, Sherry	YES
11	Mielke, Robert	YES

15-0609

06/10/2015 7:39:18 PM

Motion by Nutting, second by Mielke to adopt an Initial Resolution of the Finance Committee authorizing \$5,705,000 General Obligation Bonds for Community Development Projects in Tax Incremental District Nos. 3 and 10 and Swimming Pool Projects.

Yes Votes: 8 No Votes: 1 Abstain: 0 Not Voting: 2 Result: PASS

<u>District</u>	<u>Aldersperson</u>	<u>Vote</u>
1	Nagle, William	YES
2	Wagner, Romey	NV
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	YES
10	Abitz, Sherry	YES
11	Mielke, Robert	YES

15-0610

06/10/2015 7:40:24 PM

Motion by Rasmussen, second by Gisselman to adopt an initial resolution of the Finance Committee authorizing \$2,655,000 Taxable General Obligation Bonds for Community Development Projects.

Yes Votes: 8 No Votes: 1 Abstain: 0 Not Voting: 2 Result: PASS

<u>District</u>	<u>Aldersperson</u>	<u>Vote</u>
1	Nagle, William	YES
2	Wagner, Romey	NV
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	YES
10	Abitz, Sherry	YES
11	Mielke, Robert	YES

Suspend Rule 1(d)

06/10/2015 7:41:12 PM

Motion by Neal, second by Mielke to suspend Rule 1(D) Transmission of Committee Business to Council - (2/3 Vote required) for items with pending committee actions.

Yes Votes: 8 No Votes: 1 Abstain: 0 Not Voting: 1 Result: PASS

<u>District</u>	<u>Aldersperson</u>	<u>Vote</u>
1	Nagle, William	YES
2	Wagner, Romey	NV
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	YES
10	Abitz, Sherry	YES
11	Mielke, Robert	YES

15-0616

06/10/2015 7:41:48 PM

Motion by Mielke, second by Rasmussen to adopt a Resolution of the Finance Committee urging the Governor to veto budget language that changes room tax control.

Yes Votes: 9 No Votes: 0 Result: PASS

00-0808

06/10/2015 7:42:21 PM

Motion by Gisselman, second by Neal to adopt a Resolution of the Finance Committee approving Successor Trustee for Wausau Cemetery Association Perpetual Care Fund.

Yes Votes: 9 No Votes: 0 Result: PASS

03-1116

06/10/2015 7:43:04 PM

Motion by Oberbeck, second by Nagle to adopt a Resolution of the Plan Commission amending the general development plan and approving the precise implementation plan for 1801 and 1901 Westwood Center Boulevard to allow for a single multi-story healthcare facility in an existing Unified Development District.

Yes Votes: 9 No Votes: 0 Result: PASS

Mayor Tipple pulled file # 15-0606 Ordinance of the Public Health & Safety Committee Creating Section 8.08.05 Feral cat caregiver and TNR program requirements; and file # 92-0627 Ordinance of the Public Health & Safety Committee Amending Section 8.08.001 Definitions adding "Domesticated cat or dog" and amending "owner" from the agenda and indicated they would be brought back to the July 14th Council meeting.

14-1109

06/10/2015 7:45:29 PM

Motion by Rasmussen, second by Mielke to adopt a resolution of the Finance Committee approving reallocation of Capital Funds for the Fire Department for a radio replacement project.

Yes Votes: 9 No Votes: 0 Result: PASS

14-1109

06/10/2015 7:47:06 PM

Motion by Nutting, second by Mielke to adopt a Resolution of the Finance Committee approving the Budget Modification for Lawn Mowing within City Parks.

Nagle indicated some wording was added to the draft resolution in Finance Committee. The clerk read the line added to the fourth Whereas: "To respond to residents' concerns and return to previous mowing schedules subject to Parks Department discretion on transitional areas."

Yes Votes: 9 No Votes: 0 Result: PASS

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

- 1) Patrick Herter, 601 S 39th Avenue, indicated he has been working with the Park & Rec Department to introduce the project that the community of the west side of Wausau is looking to build at Brockmeyer Park. He stated his family committed to build an all-inclusive playground in memory of their two year old son who died of a rare genetic disorder in February. It will be called JoJo's Jungle for which they hope to have the funds raised by 2017.
- 2) Steve Miller, 4006 Briarwood Avenue, thanked the Finance Committee, Mayor and the Council as a whole on behalf of the citizens for listening to them and restoring the park mowing.

Adjourned

06/10/2015 7:50:59 PM

Motion by Nutting, second by Neal to adjourn. Motion carried unanimously. Meeting adjourned at 7:50 p.m.

James E. Tipple, Mayor
Toni Rayala, City Clerk

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

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

Authorizing execution of a one (1) year lease with Wausau Flying Service, Inc. for the location of a storage unit to accommodate camping and other related items for Boy Scouts of America, Troop 465 and Cub Scouts, Pack 465 at the Wausau Downtown Airport.

Committee Action: Airport Comm: Approved 7-0
Finance: Approved 4-0

Fiscal Impact: None

File Number: 15-0807

Date Introduced: August 11, 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 type="checkbox"/>	<i>Budget Source:</i>
	<i>One-time Costs:</i>	Yes <input type="checkbox"/>	No <input type="checkbox"/>	<i>Amount:</i>
	<i>Recurring Costs:</i>	Yes <input type="checkbox"/>	No <input type="checkbox"/>	<i>Amount:</i>
SOURCE	<i>Fee Financed:</i>	Yes <input type="checkbox"/>	No <input type="checkbox"/>	<i>Amount:</i>
	<i>Grant Financed:</i>	Yes <input type="checkbox"/>	No <input type="checkbox"/>	<i>Amount:</i>
	<i>Debt Financed:</i>	Yes <input type="checkbox"/>	No <input type="checkbox"/>	<i>Amount</i> <i>Annual Retirement</i>
	<i>TID Financed:</i>	Yes <input type="checkbox"/>	No <input type="checkbox"/>	<i>Amount:</i>
	<i>TID Source: Increment Revenue</i> <input type="checkbox"/> <i>Debt</i> <input type="checkbox"/> <i>Funds on Hand</i> <input type="checkbox"/> <i>Interfund Loan</i> <input type="checkbox"/>			

RESOLUTION

WHEREAS, the City of Wausau owns and operates an airport within the corporate limits of the City of Wausau (“City”) known as the Wausau Downtown Airport (“Airport”); and

WHEREAS, Wausau Flying Service, Inc. (“Lessee”) is the charter sponsor for Boy Scouts of America, Troop 465 and Cub Scouts, Pack 465 (collectively “Troop 465”); and

WHEREAS, Troop 465 holds regular meetings for the benefit of community youth at the Airport; and

WHEREAS, the Lessee and Troop 465 find it would be desirable to store a small amount of camping equipment and other related items in a storage unit to be located by Troop 465 on Airport property and has requested the City to accommodate such use; and

WHEREAS, the City desires on a short term basis to facilitate the activities of the Lessee and Troop 465 for the benefit of community youth; and

WHEREAS, the parties have negotiated a one (1) year lease to accommodate such use which provides for a monthly rental payment of \$0.12 per square foot and the provision of certain in-kind community service type of activities for the benefit of the Airport such as clean-up after City events held at the Airport and outside spring clean-up of the grounds, and other provisions for the protection of Airport activities; and,

WHEREAS, your Airport Committee, at their June 23, 2015, meeting, and the Finance Committee, at their July 14, 2015, meeting recommend that a short, one (1) year lease, a copy of which is attached hereto and incorporated herein as "Exhibit 1," be approved.

NOW THEREFORE BE IT RESOLVED, by the Common Council of the City of Wausau, that the Mayor is hereby authorized and directed to execute the one (1) year lease agreement with Wausau Flying Service, Inc. for the location of a storage unit at the Airport for storage of camping equipment and other related items by Troop 465 a copy of which is attached hereto and incorporated herein as "Exhibit 1."

Approved:

James E. Tipple, Mayor



Office of the City Attorney

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

Anne L. Jacobson
City Attorney

Tara G. Alfonso
Assistant City Attorney

COMMENTS REGARDING PROPOSED
LEASE WITH WAUSAU FLYING SERVICE, INC. AS SPONSOR FOR
BOY SCOUTS OF AMERICA, TROOP 465

- Boy Scout of America, Troop 465 (“Troop”) has been holding meetings at the Wausau Downtown Airport. The Troop leader, Jerry Kronschnabel has requested the Airport to permit the Troop to place a shed at the Airport in which to store camping equipment and related items. The Wausau Flying Service, Inc. is the sponsor of the Troop and so would be the responsible party under the Lease as Lessee, on behalf of the Troop.
- In speaking with the Wisconsin Bureau of Aeronautics (“BOA”), the representative expressed no concern over the Troop having its meetings in the Airport terminal building conference room in that typically Airport conference rooms are not in constant use and provided the use by the Troop (or other community organizations) is occasional and not continuing all day, every day, and aeronautical uses of the space take first priority.
- The BOA representative advised, however, that the placement and maintenance of a storage shed by the Troop at the Airport, is a different matter. The BOA did not support this extended use of Airport property for non-aeronautical purposes and expressed general and fairly strong disapproval. However, the representative indicated that if the City was strongly in support of permitting such a use by the Troop, he believed that it could be permitted if the lease was *very* short term, contained considerable protections for Airport use, priority of Airport use, and could be terminated or superseded for Airport purposes. Additionally, under no circumstances would the shed be permitted to be placed within the Airport security perimeter fence.
- Non-aeronautical use of airport property requires that “the airport owner must receive a benefit for the use of airport property and the value of that benefit must be equal to or more than the fair market value of similar, off-airport property.” Airport Leases: An Airport Owner and Management Reference Document, Wisconsin Department of Transportation, Bureau of Aeronautics, October 4, 2011, at p. 5. Therefore some rental rate must be charged for this non-aeronautical use, either in money or in kind services. It is proposed the rental rate be set similar to other “ground leases” at the Airport: \$.12 per square foot. Additionally, the Troop will perform community service type of activities for the benefit of the Airport such as clean-up after City events held at the Airport and outside spring clean-up of the grounds.

AIRPORT COMMITTEE

Time and Place: Wednesday, June 15th, 2015 at 6:00 p.m. at the Wausau Downtown Airport Terminal Conference Room

Members Present: Nagle, Mohr, Mielke, Gehrt, Kellbach, Abitz

Members Excused: Prehn

Others Present: John Chmiel, Airport Manager, Tara Alfonso, Assistant City Attorney, Steve Opatik, Becher Hoppe, Karl Kemper Becher Hoppe, Dr. Derrick Siebert,

Discussion and Possible Action on Boy Scout Troop 465 Request For Storage Shed Lease on Airport Property – Alfonso

Chmiel stated that upon investigation with the Boys Scouts of America, as the sponsor of Boy Scout Troop 465, Wausau Flying Service, Inc. actually owns all Boy Scout Troop assets. Also, all legally binding agreements are made by the sponsor on behalf of the troop. Therefore, the storage shed lease proposal will need to be executed between the City of Wausau and Wausau Flying Service, Inc. Gehrt questioned the size of the proposed shed. Alfonso showed the committee a picture of the shed (shed choice #1) approved by the airport committee at the April meeting. Mohr stated that since the lease will be between WFS and the City it may make it easier since WFS is an “aeronautical” company.

Alfonso stated that it was still a non-aeronautical use, but it still would not be a problem with the WI BOA. Alfonso said that Chmiel should provide a description of “in kind services” with a dollar value which could be used in lieu of rent, and a proposed starting date for the lease. Alfonso proposed a value of \$0.12/square foot for the ground lease for the dollar value. Chmiel proposed a September 1st start date on the annual lease. Mielke made a motion to approve the execution of the annual lease starting September 1st 2015, for the price of \$0.12/square foot annually, paid with in-kind services by the Boy Scout Troop through volunteer efforts at the airport in the value of the determined lease rate. Mohr second. Gehrt confirmed with Chmiel that WFS insurance would cover any liability. Chmiel affirmed that it would. Alfonso stated the lease would need to go to finance for approval. Motion approved 7-0.

FINANCE COMMITTEE

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

Members Present: Oberbeck(C), Kellbach , Nutting, Mielke

Members Not Present: Nagle

Others Present: Groat, Jacobson, Giese, Kujawa, Lindman, Krohn, Schock, Werth, Tipple, Neal, Wagner, Phil Cossan, Carol Wesley.

Discussion and possible action regarding the execution of a one (1) year lease with Wausau Flying Service, Inc. for the location of a storage unit to accommodate camping and other related items for Boy Scouts of America, Troop 465 and Cub Scouts, Pack 465 at the Wausau Downtown Airport

Jacobson stated it is a short term lease agreement for one year. They will pay a rental fee of 12 cents per square foot of shed space occupied under the lease, which is consistent with what others pay.

Motion by Nutting, second by Mielke to approve the lease. Motion carried 4-0.

NOTE:
 Gates 1 - 3 are drive through.
 Gates A - C are walk through.
 ALL gates require a card or code except #3 (yelp).

FAxed
 05/04/2015
 by *W* 1500
 715 261-0327

Wausau Downtown Airport

City of Wausau
 Marathon County Wisconsin

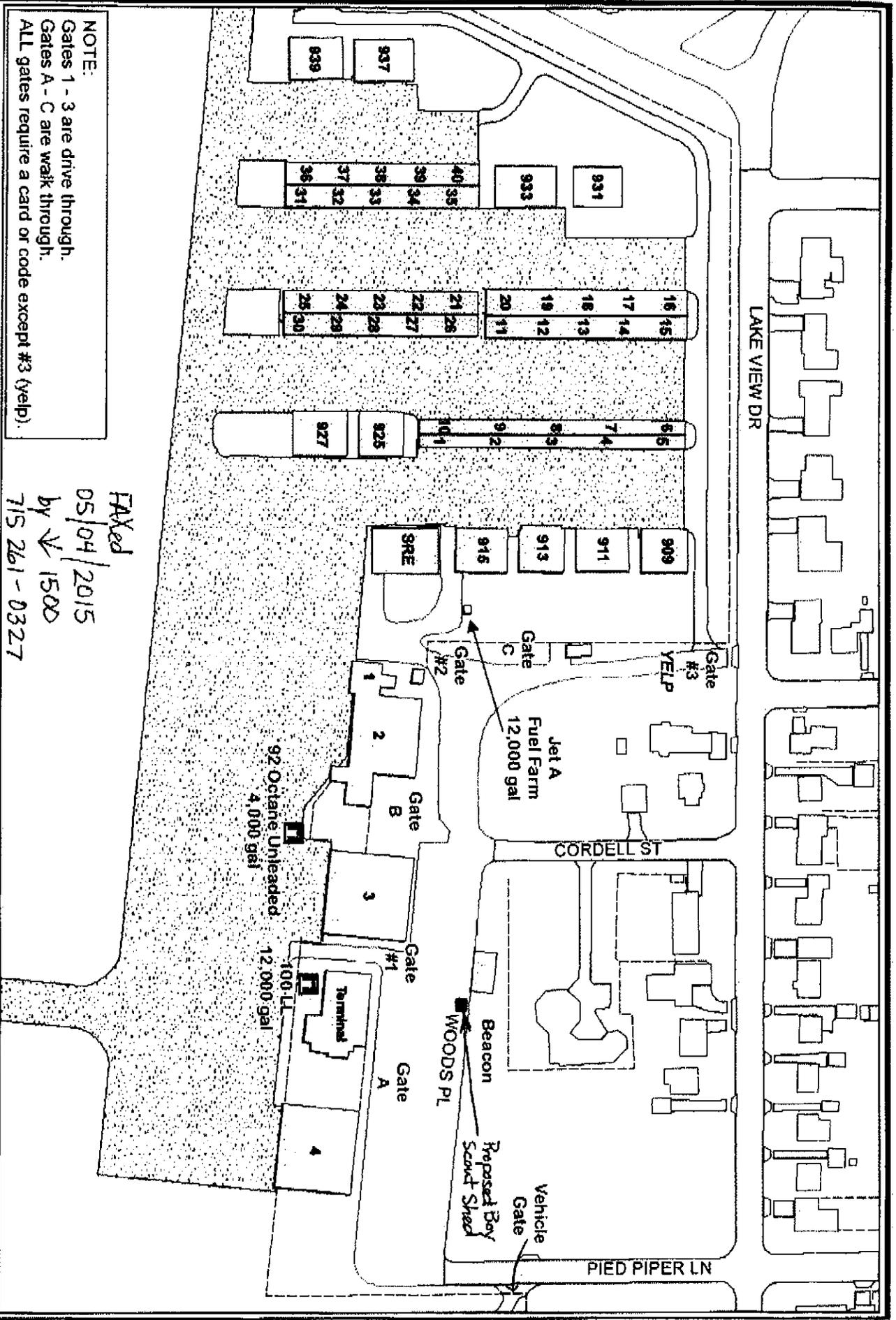
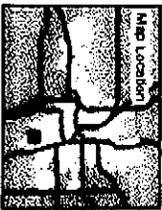
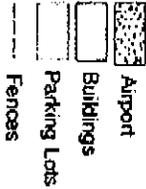
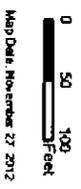
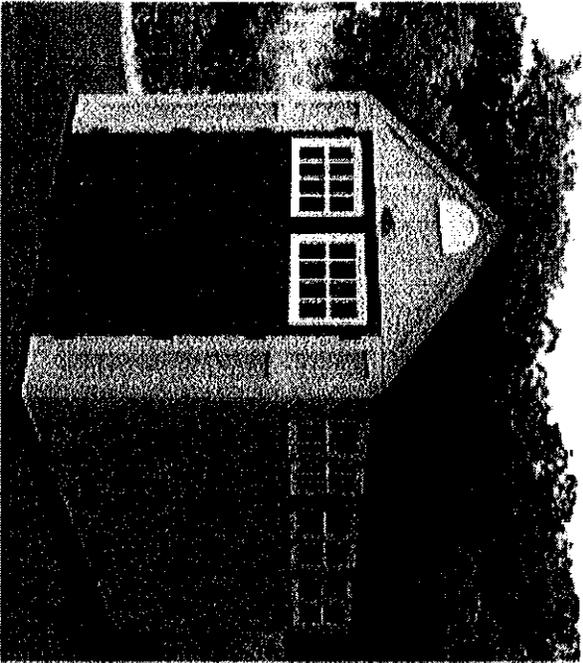


EXHIBIT A

Shed Choice 1



- External dimensions - 7 ft. 5-3/4 in. W x 10 ft. 8 in. D x 8 ft. 6-3/4 in. H
- Internal dimensions - 7 ft. 1/6 in. W x 10 ft. 3-1/8 in. D x 8 ft. 3-1/2 in. H
- Durable, 1-1/2 in. thick double wall construction
- 14 windows
- Robust double doors (60 in. W x 71 in. H) with articulating metal hardware
- Sturdy floor with reinforcement in tractor-wheel areas
- Functional vent
- Metal ridge beam provides roof support
- Color - Sand with Chocolate accents
- Made in the USA
- Weight: Approximately:550 pounds
- Shipping Dimensions: Approximately 37 x 48.63 x 86 inches. (LTL truck)

EXHIBIT B

SHORT TERM LEASE AGREEMENT

THIS AGREEMENT OF LEASE, made this ____ day of _____ 2015 (“Lease”), between the City of Wausau, a municipal corporation, located in Marathon County, Wisconsin, (“Lessor”) and the Wausau Flying Service, Inc., a Wisconsin corporation, charter sponsor of Boy Scout of America, Troop 465 and Cub Scouts Pack 465, located in Marathon County, Wisconsin (“Lessee”).

WHEREAS, Lessor is the owner of certain premises depicted on Exhibit A (“Premises”) attached hereto and a made a part hereof, which is part of the Wausau Downtown Airport; and

WHEREAS, said Premises are presently not in use for airport purposes; and

WHEREAS, the Lessor desires to maintain and preserve these Premises for the future needs and development of the Wausau Downtown Airport; and

WHEREAS, the Lessee is the charter sponsor for Boy Scouts of America, Troop 465 and Cub Scouts, Pack 465 (collectively “Troop 465”); and

WHEREAS, Troop 465 holds regular meetings for the benefit of community youth at the Airport; and

WHEREAS, the Lessee and Troop 465 find it would be desirable to store a small amount of camping equipment and other related items in a storage unit to be located on Airport property and has requested the Lessor to accommodate such use; and

WHEREAS, the Lessor desires on a short term basis to facilitate the activities of the Lessee and Troop 465 for the benefit of community youth.

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

1. Term/Commencement. Subject to the termination provisions contained Section 12 of this Lease, Lessor hereby leases to Lessee the Premises for a term of one (1) year, commencing on September 1, 2015 and ending on August 30, 2016.
2. Fees. Lessee shall be pay to Lessor a monthly rental payment of \$0.12 per square foot for each square foot of shed space occupied under this Lease. Rent shall be payable in advance and is due on the first of each month. Additionally, Troop 465 shall perform in kind services for the Airport including assistance with clean-up after City events held at the Airport, outside spring clean-up of the grounds, and similar community type services.
3. Use. Lessee shall be permitted to place one, non-permanent storage shed (“Shed”) on the Premises. The Shed dimensions and appearance shall be substantially similar to that depicted in Exhibit B attached hereto and made a part hereof. Exact placement of the Shed shall be approved in advance by the City, and Lessee shall obtain all necessary permits required for the placement of the Shed and comply with all applicable municipal ordinances. Such Premises and Shed shall be used exclusively for storage of camping equipment and related items. No firearms, hazardous materials as defined under Wis. Stat. s. 299.01(6), or otherwise dangerous materials shall be permitted to be stored in the Shed, or otherwise stored on Airport property. Lessee’s use of the Premises shall not disrupt the operations or maintenance

of the Airport or use of the Airport by its lawful users. All costs related to the acquisition, placement and maintenance of the Shed shall be the sole expense of the Lessee.

4. Improvements. Lessee shall not be allowed to make any improvements to the Premises other than as set forth in Section 3 without the prior written consent of the Lessor.

5. Restrictions on Use.

A. Lessee expressly agrees to prevent any use of, or activities on the Premises which would interfere with or be a hazard to the flight of aircraft over the Premises, or to and from the Airport, or interfere with air navigation and communication facilities presently or in the future serving the Airport and specifically agrees not to permit the height of any structure, object of natural growth, or other obstruction to exceed height limits established in Title 49, Part 77 of the Code of Federal Regulations. All costs of complying with said height limits shall be borne by Lessee.

B. Lessee shall not create any hazard which would interfere with the use of or the safety of air traffic at the Wausau Downtown Airport or which is contrary to the regulations of the Federal Aviation Administration, the laws and regulations of the State of Wisconsin, and/or ordinances of the City of Wausau.

C. All use, occupancy, maintenance and operation of the Premises by Lessee and Lessee shall be in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, -Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said regulations may be amended; and pursuant to Section 30, Civil Rights (49 U.S.C. 1730) of the Airport and Airway Development Act Amendments of 1976, as well as all other applicable federal, state and local laws, regulations, rules and ordinances.

6. Maintenance. Lessee shall maintain the Shed at its own expense, in a workmanlike state of maintenance and repair and shall otherwise keep the Shed in such condition as to exclude rodents. The exterior area of the Shed shall be maintained in a clean and sanitary condition free from any accumulation of rubbish or garbage.

7. Assignment. Lessee shall not sell or assign this Lease or sublet the Premises or any part thereof.

8. Subordination. This Lease shall be subordinate to the provisions of any existing or future agreement between the Lessor and the United States Government relative to the operation or maintenance of the Airport, the execution of which has been, or may be, required as a condition precedent to the expenditure of federal funds for the development of the Airport.

9. Air and Noise. Lessor reserves for the use and benefit of the public, the right of aircraft to fly in the airspace overlying the Premises, together with the right of aircraft to cause such noise as may be inherent in the operation of aircraft landing at, taking off from, or operating on or in the vicinity of the Airport, and the right to pursue all operations of the Airport.

10. Indemnification and Release. Lessee shall defend, indemnify and hold harmless Lessor, its employees, agents, and elected and appointed officials from and against all liabilities, losses, judgments, actions, suits, obligations, debts, demands, damages, penalties, claims, costs, charges and expenses, including reasonable attorneys' fees, of any kind or of any nature whatsoever which may be imposed, incurred, sustained or asserted against the Lessor, its employees, agents, and/or elected or appointed

officials by reason of any injury or death to any person, or loss, damage, or destruction of any property or loss of use thereof, or otherwise arising directly or indirectly as a result of the acts or omissions of Lessee under this Lease.

Lessee hereby releases the Lessor, its employees, agents, and elected and appointed officials from and against all liabilities, losses, judgments, actions, suits, obligations, debts, demands, damages, penalties, claims, costs, charges and expenses, including reasonable attorneys' fees, which may arise as a result of the acts or omissions of Lessee under this Lease.

Lessor shall have no responsibility or liability for the Shed or its contents, and no obligation to provide security for the Premises, the Shed or its contents.

11. Insurance. Lessee shall maintain on the Premises, the Shed, and its contents, at a minimum, fire and extended coverage insurance in an amount at least to the value of the improvements and contents, as well as liability coverage with a minimum combined single limit in an amount not less than \$1 million dollars of liability per occurrence for bodily injury and property damage. Lessee shall furnish the Lessor a Certificate of Insurance and upon request shall provide Lessor with certified copies of the required insurance policies. The Certificate of Insurance shall name the Lessor, its employees, agents, representatives, and elected and appointed officials as additional insureds. The policy of insurance shall state that coverage shall not be cancelled by the insurer in less than thirty (30) days after the insured and the City have received written notice of such cancellation.

12. Termination of Lease. Either party shall have the right to terminate this Lease upon thirty (30) days written notice to the other party, which will allow Lessee sufficient opportunity to remove the Shed and all equipment stored therein, and for any reason whatsoever, including but not limited to Lessor's determination, at its sole discretion, that the Premises are required for airport purposes. Upon expiration of this period, any improvements or equipment or personal property not removed by Lessee shall remain the property of the Lessor without any cost to or further action by Lessor. Upon such removal, Lessee shall repair and restore the Premises to a safe and sightly condition. Lessor shall additionally have the right to terminate this Lease immediately as a result of an order or ruling of the State of Wisconsin Bureau of Aeronautics or the FAA requiring termination.

13. Grant Assurance and State Aid. Upon request, Lessee shall comply or take all steps necessary to enable Lessor to comply with the requirements of current and future federal grant assurances and conditions of state aid.

14. Amendments. This Lease constitutes the entire agreement and understanding of the parties, and supersedes all offers, negotiations, and other agreements of any kind. There are no representations or understandings of any kind not set forth herein. Any modification of or amendment to this Lease must be in writing and executed by both parties.

15. Notices. All notices required by this Lease shall be in writing and personally delivered or sent First Class Mail to Lessor, in care of the City Clerk, City Hall, 407 Grant Street, Wausau, Wisconsin 54403, and to Lessee in care of John Chmiel, Wausau Flying Service, Inc., Wausau Municipal Airport, Woods Place, Wausau, WI 54401.

15. Survival. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with this Lease, as well as all continuing obligations will survive termination or expiration of this Lease.

16. Severability. If any portion of this Lease shall become illegal, null or void or against public policy, for any reason, or shall be held to be invalid or unenforceable by any court of competent jurisdiction, the remaining portions of this Lease shall not be affected thereby and shall remain in full force and effect to the fullest extent permissible by law.

17. Waiver. The failure of either party to enforce any of the provisions of this Lease shall not be construed as a waiver of such provision or of the right of the party thereafter to enforce each and every such provision.

IN WITNESS WHEREOF, the parties have caused this Lease to be executed on the date first above written.

CITY OF WAUSAU (Lessor)

BY _____
James E. Tipple, Mayor

Attest:

Toni Rayala, Clerk

WAUSAU FLYING SERVICE, INC.,
Charter Sponsor of Boy Scout of America, Troop 465
and Cub Scouts Pack 465 (Lessee)

BY _____

NAME: _____

ITS: _____

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

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

Approving Second Amendment to the Transportation Project Plat for STH 52, Project ID 6999-03-28.

Committee Action: CISM: Approved 5-0
Plan Comm: Approved 6-0

Fiscal Impact: There is no fiscal impact to the City for the plat amendment.

File Number: 12-0507

Date Introduced: August 11, 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, a resurfacing project that will repair concrete joints and overlay with asphalt is proposed for Highway 52 (Stewart Avenue) from 17th Avenue to 1st Street; and

WHEREAS, in preparation for this resurfacing project, the City must acquire the necessary real estate (for spot widening, improvement of public corners and installation of new traffic signals) along Highway 52 (Stewart Avenue) in accordance with the State/Municipal Agreement and revisions approved by the Common Council on May 22, 2012; September 10, 2013; and December 9, 2014; and

WHEREAS, the City of Wausau intends to move forward with the street resurfacing project by acquiring the right-of-way and other private interests needed for this public improvement project; and

WHEREAS, to implement this street improvement plan, on February 24, 2015, the Common Council adopted a transportation project plat showing the lands and interests required for the project to move forward and the method of acquisition; and

WHEREAS, an amendment to the plat was approved by the Common Council on July 14, 2015 to avoid the purchasing and relocation of the University of Wisconsin Marathon County sign; and

WHEREAS, a Second Amendment to the Transportation Project Plat is proposed to allow a temporary limited easement for the replacement of asphalt at the driveway entrance of 209 West Washington Street; and

WHEREAS, your Capital Improvements and Street Maintenance Committee reviewed the Second Amendment to the Transportation Plat on July 9, 2015, and your Plan Commission reviewed the Second Amendment to the Transportation Plat on July 21, 2015, and both recommend approval of this second amendment; now therefore

BE IT RESOLVED by the Common Council of the City of Wausau:

1. That this resolution, along with the Transportation Project Plat sheet numbered 4.05 Amendment No. 1 attached thereto, shall constitute an amendment to the transportation project plat for the project in question;
2. That the City of Wausau hereby determines it is necessary and a public purpose for spot widening, improvement of public corners and installation of new traffic signals, and to that end it is necessary and a public purpose to acquire fee simple title or easements to the property interests in question, either by donation or acquisition, or by eminent domain (condemnation) if necessary;
3. That to properly establish, lay out, widen, enlarge, extend, construct, reconstruct, improve, or maintain a portion of the street designated on the transportation project plat referenced above, it is necessary to relocate or change and acquire certain lands or interests in lands as shown on the transportation project plat for the above project; that to effect this change, pursuant to authority granted under Section 32.05 and 32.07 of the Wisconsin Statutes, the Common Council of the City of Wausau orders that:
 - a. The said streets are laid out and established to the lines and widths as shown on the transportation project plat.
 - b. The required lands or interests in lands as shown on the transportation project plat and described on plat sheet numbers 4.05 Amendment No. 1 shall be acquired by eminent domain if necessary.
4. That the City Clerk is hereby directed to file a copy of this amendment to the transportation project plat within 20 days with the County Clerk of Marathon County; and
5. That the proper City officials are hereby authorized and directed to acquire for street purposes the property interests needed for this project, as shown on the attached transportation project plat sheets 4.05 Amendment No. 1.

Approved:

James E. Tipple, Mayor

CAPITAL IMPROVEMENTS AND STREET MAINTENANCE COMMITTEE

Date of Meeting: July 9, 2015, at 5:30 p.m. in the Council Chambers of City Hall.

Members Present: Rasmussen, Mielke, Gisselman, Kellbach, Abitz

Also Present: Lindman, Lenz, Wesolowski, Gehin, Nutting

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

Noting the presence of a quorum, at approximately 5:30 p.m. Chairperson Rasmussen called the meeting to order.

Discussion and possible action on a Second Amendment to the Transportation Project Plat for STH 52, Project ID 6999-03-28

Wesolowski stated that the DOT's consultant is proposing a temporary limited easement that would allow for replacing asphalt at the driveway entrance for the former railroad depot building.

Abitz moved to approve the Second Amendment to the Transportation Project Plat for STH 52, Project ID 6999-03-28. Kellbach seconded and the motion carried unanimously 5-0.

PLAN COMMISSION

Time and Date: The Plan Commission met on Tuesday, July 21, 2015, at 5:00 p.m. in the Common Council Chambers of Wausau City Hall.

Members Present: Mayor Tipple, Lindman, Gisselman, Oberbeck, Bohlken, Atwell

Others Present: Lenz, Hebert, DeSantis, Huotari, Clauss, Firkus, Johnson, Scholfield, Baregi

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

Mayor Tipple called the meeting to order at 5:00 p.m. noting that a quorum was present and welcomed Tom Atwell as the newest member of the commission.

Discussion and possible action on a Second Amendment to the Transportation Project Plat for STH 52, Project ID 6999-03-28.

Lenz said that CISM looked at this item during their last meeting. The Department of Transportation is planning their work on Stewart Avenue and as part of that there is a right-of-way plat that needs to identify all real estate needs, including easements. A temporary limited easement, or TLE, is identified at 209 Washington Street for the old train depot to replace asphalt on the driveway. This item passed CISM unanimously.

Gisselman motioned to approve the Second Amendment to the Transportation Project Plat for South 52, Project ID 6999-03-28. Gisselman seconded, and the motion carried unanimously 6-0. This item will go to Common Council on August 11, 2015.

AGENDA ITEM
Discussion and possible action on Second Amendment to the Transportation Project Plat for STH 52, Project ID 6999-03-28
BACKGROUND
The plat for the project was previously approved and an addendum was approved at the last CISM meeting. The consultant and the WDOT are proposing another revision to the plat. This revision is for a temporary limited easement for parcel 16, 209 W. Washington Street, owned by One World Inn, LLC. The temporary limited easement would allow for replacing asphalt at the driveway entrance.
FISCAL IMPACT
There is not impact to the City for the plat change. The WDOT is the funding agency for the real estate.
STAFF RECOMMENDATION
Staff recommends approval of the revised plat.
Staff contact: Allen Wesolowski 715-261-6762

TRANSPORTATION PROJECT PLAT NO: 6999-03-28 - 4.05 AMENDMENT NO: 1
 ADDS PARCEL NO: 16 OF TRANSPORTATION PROJECT PLAT 6999-03-28 - 4.05
 RECORDED AS DOCUMENT NO: 1688153 FILED IN CAB 3 PG 540A

C WAUSAU, HIGHWAY 52 (17TH AVENUE TO FIRST STREET)

PART OF LOT 1, CSM NO. 15368, DOCUMENT NO. 15368 BEING A PART OF LOT 1, BLOCK 6, ORIGINAL PLAT OF THE CITY OF WAUSAU, LOCATED IN THE SW 1/4 OF THE SW 1/4, SECTION 25, PART OF CSM VOL.2, P.62, LOCATED IN GOVERNMENT LOT 6, SECTION 26, ALL IN TOWNSHIP 29 NORTH, RANGE 7 EAST, CITY OF WAUSAU, MARATHON COUNTY, WISCONSIN.

RELOCATION ORDER STH 52, MARATHON COUNTY

TO PROPERLY ESTABLISH, LAY OUT, WIDEN, ENLARGE, EXTEND, CONSTRUCT, RECONSTRUCT, IMPROVE, OR MAINTAIN A PORTION OF THE HIGHWAY DESIGNATED ABOVE, THE CITY OF WAUSAU DEEMS IT NECESSARY TO RELOCATE OR CHANGE SAID HIGHWAY AND ACQUIRE CERTAIN LANDS AND INTERESTS OR RIGHTS IN LANDS FOR THE ABOVE PROJECT.

TO EFFECT THIS CHANGE, PURSUANT TO AUTHORITY GRANTED UNDER SECTION 62.22, WISCONSIN STATUTES, THE CITY OF WAUSAU

1. THAT PORTION OF SAID HIGHWAY AS SHOWN ON THIS PLAT IS LAID OUT AND ESTABLISHED TO THE LINES AND WIDTHS AS SHOWN FOR THE ABOVE PROJECT.
 2. THE LANDS OR INTERESTS OR RIGHTS IN LANDS AS SHOWN ON THIS PLAT ARE REQUIRED BY THE CITY FOR THE ABOVE PROJECT AND SHALL BE ACQUIRED IN THE NAME OF THE CITY OF WAUSAU, PURSUANT TO THE PROVISIONS OF SECTION 62.22, WISCONSIN STATUTES.

ROAD NAME	BASIS OF EXISTING R/W	YEAR
STH 52	ORIGINAL PLAT OF THE CITY OF WAUSAU	1852
STH 52	R/W PROJECT NO. 6999-01-57	1994
STH 52	R/W PROJECT NO. 6999-00-22	2003
STH 52	R/W PROJECT NO. T 05-3 (38)	1965
STH 52	CSM VOL 54, P 93	2002
STH 52	CSM VOL 62, P 107	2005
STH 52	CSM VOL 69, P 110	2008
STH 52	CSM VOL 51, P 44	2002
STH 52	CSM VOL 2, P 62	1969
STH 52	CSM VOL 50, P 119	2001

RECOVERED MONUMENTS			
POINT	Y	X	DESCRIPTION
1482	202500.98	281235.11	CHISLED CROSS IN WALK
1485	202531.04	280890.13	3/4" REBAR
1486	202531.51	280885.55	1" IRON PIPE
1487	202530.12	280902.07	1 1/4" REBAR
1490	202622.91	281245.56	CHISLED CROSS IN WALK
1493	202117.26	279287.35	1P W/ WSDOT YELLOW CAP
1016	202172.13	279287.28	1" IRON PIPE

SCHEDULE OF LANDS & INTERESTS REQUIRED

PARCEL NUMBER	OWNER(S)	INTEREST REQUIRED	R/W S.F. REQUIRED		H.E. S.F.	TLE S.F.
			NEW	EXISTING		
15	MARATHON COUNTY DEVELOPMENT, INC.	TLE	-	-	-	95
16	ONE WORLD INN, LLC.	TLE	-	-	-	455

OWNER'S NAMES ARE SHOWN FOR REFERENCE PURPOSES ONLY AND ARE SUBJECT TO CHANGE PRIOR TO THE TRANSFER OF LAND INTERESTS TO THE DEPARTMENT

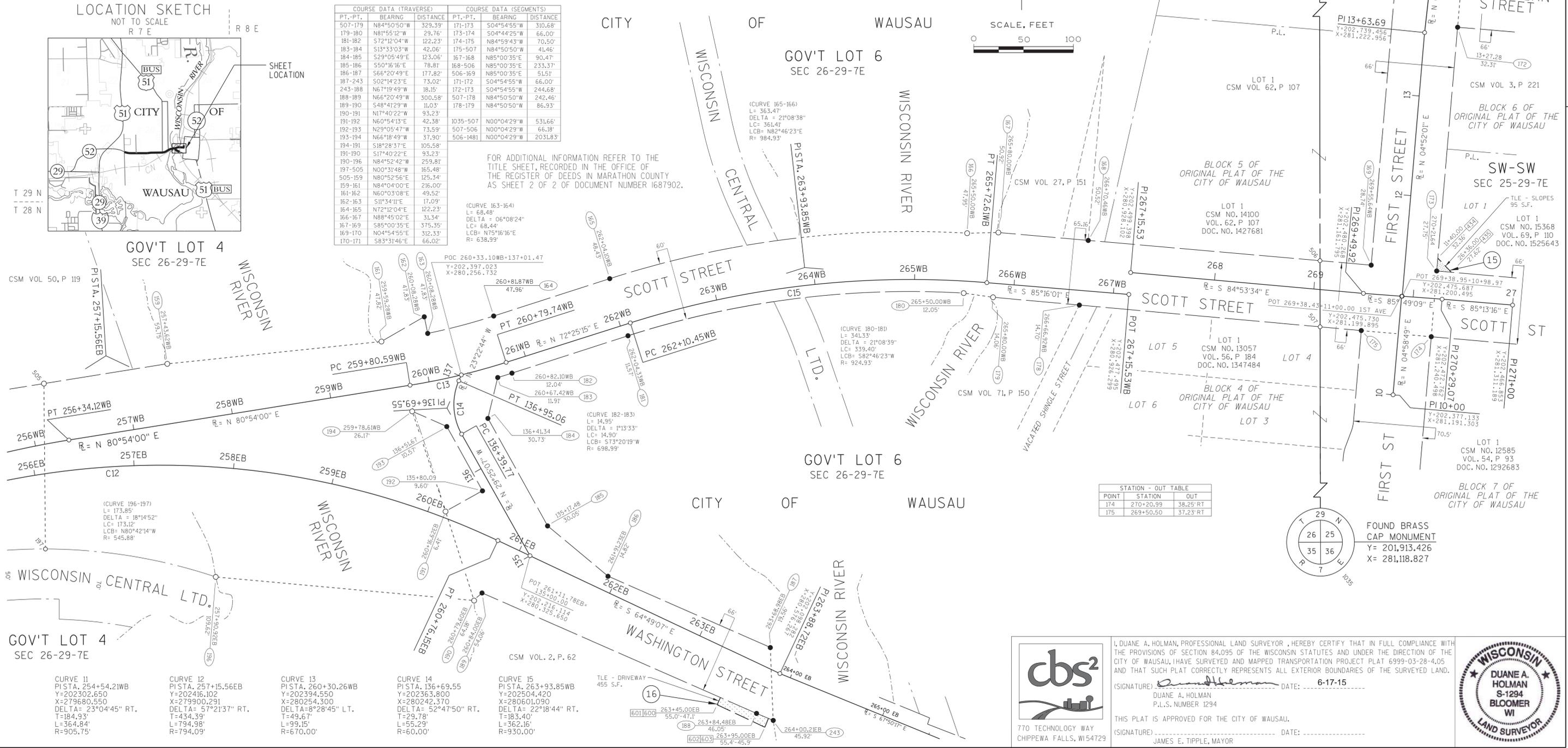
ACCEPTED FOR RECORDING AND FILING IN THE OFFICE OF THE REGISTER OF DEEDS IN MARATHON COUNTY, WISCONSIN AT _____ AM ON _____ AND FILED IN _____

SIGNATURE OF REGISTER OF DEEDS

RESERVED FOR REGISTER OF DEEDS PROJECT NUMBER 6999-03-28-4.05 AMENDMENT NO.1

4

4



STATION - OUT TABLE		
POINT	STATION	OUT
174	270+20.99	38.25 RT
175	269+50.50	37.23 RT



I, DUANE A. HOLMAN, PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY THAT IN FULL COMPLIANCE WITH THE PROVISIONS OF SECTION 84.095 OF THE WISCONSIN STATUTES AND UNDER THE DIRECTION OF THE CITY OF WAUSAU, I HAVE SURVEYED AND MAPPED TRANSPORTATION PROJECT PLAT 6999-03-28-4.05 AND THAT SUCH PLAT CORRECTLY REPRESENTS ALL EXTERIOR BOUNDARIES OF THE SURVEYED LAND.

(SIGNATURE) *Duane A. Holman* DATE: 6-17-15

DUANE A. HOLMAN
 P.L.S. NUMBER 1294

THIS PLAT IS APPROVED FOR THE CITY OF WAUSAU.

(SIGNATURE) _____ DATE: _____

JAMES E. TIPPLE, MAYOR



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

Accepting dedication of right-of-way and easement for 3385 Horseshoe Spring Road

Committee Action: CISM: Approved 4-0
Plan: Approved 5-0

Fiscal Impact: None

File Number: 15-0704

Date Introduced: July 14, 2015

Reintroduced: August 11, 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, the property owners of 3385 Horseshoe Spring Road have requested permission to install a gate within the wall located on Horseshoe Spring Road; and

WHEREAS, upon researching easements for existing gates, it was discovered that the right-of-way for Horseshoe Spring Road has never been dedicated to the City; and

WHEREAS, the property owners would dedicate the needed 38' for road right-of-way and grant the City a 5' easement for maintenance of the wall; and

WHEREAS, your Capital Improvements and Street Maintenance Committee reviewed the dedication and easement on June 11, 2015; and your Plan Commission has reviewed dedication and easement on June 16, 2015; and recommends approval of the 38' dedication and 5' easement; now therefore

BE IT RESOLVED the Common Council of the City of Wausau does hereby accept the dedication of right-of-way as shown on the accompanying map, along with title to the property, and approves the acceptance of the easement, a copy of which is attached hereto and incorporated herein by reference, and the City Clerk is hereby instructed to have the documents recorded in the office of the Marathon County Register of Deeds.

Approved:

James E. Tipple, Mayor

This item is being reintroduced as the documents that were attached to the resolution of July 11, 2015 were amended prior to the meeting but were not included in the Council packet.

CAPITAL IMPROVEMENTS AND STREET MAINTENANCE COMMITTEE

Date of Meeting: June 11, 2015, at 5:30 p.m. in the Council Chambers of City Hall.

Members Present: Mielke, Gisselman, Kellbach, Abitz

Also Present: Lindman, Jacobson, Lenz, Wesolowski, Winters

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

Noting the presence of a quorum, at approximately 5:30 p.m. Vice Chairperson Mielke called the meeting to order.

Discussion and possible action on dedication of right-of-way and easement for 3385 Horseshoe Spring Road

Wesolowski stated this was at CISM last month and staff was directed to draft the documents. Initially it was proposed that the property owners would deed over 43' for right-of-way. However, the property owners felt 43' was too much as that would include some of their property on the other side of the wall. The new proposal is for the owners to dedicate 38' for right-of-way and the owners would grant the City a 5' easement for maintenance of the wall.

Abitz questioned if the owners would then be able to maintain the gate. Wesolowski explained there is not a gate at this time but the property owners wish to install a gate. The owners would be responsible for the maintenance of the gate and the proposed gate would have to be reviewed by the Engineering Department. The gate would also have to be constructed by a licensed and bonded contractor.

Abitz moved to approve the dedication of right-of-way and easement for 3385 Horseshoe Spring Road. Gisselman seconded and the motion carried unanimously 4-0.

PLAN COMMISSION

Time and Date: The Plan Commission met on Tuesday, June 16, 2015, at 5:00 p.m. in the Common Council Chambers of Wausau City Hall.

Members Present: Lindman, Rosenberg, Gisselman, Oberbeck, Bohlken

Others Present: Lenz, Hebert, Groat, Flashinski, Gutknecht, Lawrence, Peiffer

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

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

Discussion and possible action on dedication of right-of-way and easement for 3385 Horseshoe Spring Road.

Lindman said that this item went to CISM on June 11. This is for a private residence that would like to cut a hole and construct a door in the retaining wall for access to the river. This has been done before and requires an easement. The plans will be reviewed by the Engineering Department to ensure there aren't any structural issues.

Gisselman motioned to dedicate the right-of-way and easement for 3385 Horseshoe Spring Road. Rosenberg seconded, and the motion carried unanimously 5-0.

QUITCLAIM DEED

THIS DEED, made between Travis Dzwonkowski, a single person and Jodi Schiller, a single person, Grantors, and City of Wausau, a municipal corporation of the State of Wisconsin, Grantee.

Grantor, quitclaims to Grantee the following described real estate in Marathon County, State of Wisconsin:

Part of the parcel described in Document No. 1685097 recorded in the Office of Register of Deeds for Marathon County, being part of Government Lot 4, Section 24, Township 29 North, Range & East, City of Wausau, Marathon County, Wisconsin, described as follows:

That portion of the southern parcel described in said Document No. 1685097, lying between the Northwesterly line of said southern parcel, said line described as lying along the "curb line on Horseshoe Spring Road" in said document, and a line 38 feet Northwesterly of and parallel with said line.

Note: The intention of this deed is to establish the width of the right-of-way of Horseshoe Spring Road as 38 feet.

Additionally, Grantors grant to Grantee an easement consisting of a 5 foot wide strip of land adjacent to and Northwesterly of said 38 foot right-of-way for purposes of maintaining the stone wall.

This is not homestead property.

Together with all appurtenant rights, title and interests.

Dated this _____ day of _____, 2015.

Travis Dzwonkowski

Jodi Schiller

STATE OF WISCONSIN)
) ss.
COUNTY OF MARATHON)

Personally came before me this _____ day of _____, 2015, the above-named Travis Dzwonkowski, and Jodi Schiller, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

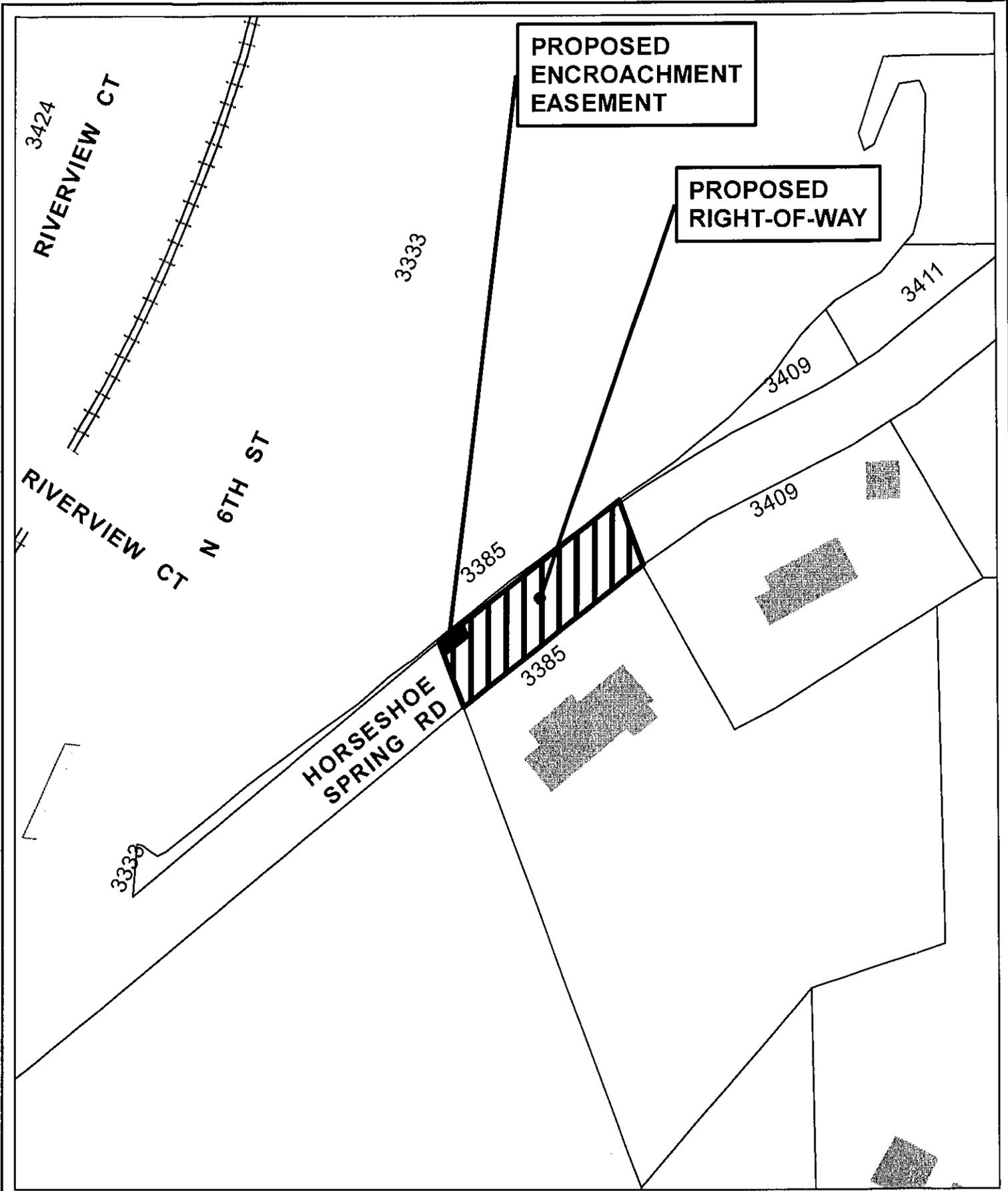
Notary Public, Wisconsin
My commission expires:_____.

This instrument was drafted by Anne L. Jacobson,
City Attorney for the City of Wausau, 407 Grant Street, Wausau, WI 54403.

Return to: City Attorney's Office
407 Grant Street
Wausau WI 54403

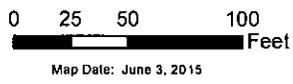
Tax Parcel No. 37.291.4.2907.241.0993

Exempt from Fee and Transfer Return Under § 77.25(2r), Wis. Stats.



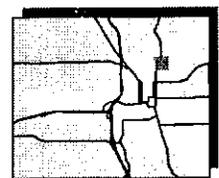
**PROPOSED
ENCROACHMENT
EASEMENT**

**PROPOSED
RIGHT-OF-WAY**



CITY OF WAUSAU
Marathon County, Wisconsin

Legend
 Right of Way
 Building



EASEMENT AGREEMENT
Document Title

THIS AGREEMENT, made this _____ day of _____, 2015, by and between the CITY OF WAUSAU, a municipal corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, hereinafter referred to as "CITY", and Travis Dzwonkowski and Jodi Schiller, the owners of land in the City of Wausau adjacent to the stone wall along Horseshoe Spring Road which is the subject of this easement, hereinafter referred to as "OWNER";

WITNESSETH:

WHEREAS, OWNER owns the property known as 3385 Horseshoe Spring Road and also owns property behind the stone wall across the road from his residence in the City of Wausau, and OWNER has requested that CITY grant to them permission by easement to locate an access gate within the stone wall and an adjacent stairway located in city right-of-way for access to the Jim Moore Creek; and

WHEREAS, CITY is willing to permit this encroachment upon certain terms and conditions, including hold harmless and insurance provisions; and

WHEREAS, the intent of this easement is to allow for OWNER to create an access opening in the wall along Horseshoe Spring Road, said opening centered on the wall approximately 13 feet northeasterly of where said wall crosses the owner's westerly property line; and

WHEREAS, the area encompassed by this easement is described as follows:

Part of the parcel described in Document No. 1685097 recorded in the Office of Register of Deeds for Marathon County, being part of Government Lot 4, Section 24, Township 29 North, Range & East, City of Wausau, Marathon County, Wisconsin, described as follows:

The Northwesterly 5 feet of the Southwesterly 20 feet of the following described proposed Right-of-Way parcel:

That portion of the southern parcel described in said Document No. 1685097, lying between the Northwesterly line of said southern parcel, said line described as lying along the "curb line on Horseshoe Spring Road" in said document, and a line 38 feet Northwesterly of and parallel with said line.

NOW, THEREFORE, the parties hereto agree as follows:

1. CITY grants to OWNER an easement in the stone wall located in city right-of-way along Horseshoe Spring Road across the road from OWNER's property at 3385 Horseshoe Spring Road for the purpose of installing and maintaining an access gate in the stone wall and a stairway within the stone wall located in city right-of-way along Horseshoe Spring Road. The owner must submit plans for approval to the City prior to any work. Any work by the OWNER within the right of way or on the wall must be done by a licensed and bonded contractor with the CITY. The OWNER shall notify the CITY prior to any construction and allow the CITY to inspect any work within the right of way or easement.

Recording Area

Name and Return Address
City of Wausau Attorney's Office
407 Grant Street
Wausau, WI 54403

PIN: 37.291.2907.241.0993

2. OWNER shall maintain liability insurance coverage for their operations on and activities at their location including the easement area, which insurance shall be suitable to CITY and in an amount not less than one million dollars. CITY shall be named as an additional insured on the policy. OWNER shall increase these insurance limits upon request of the CITY.
3. OWNER shall comply with all applicable laws and codes regarding the installation and maintenance of said gate.
4. OWNER agrees to indemnify and hold harmless CITY, its employees, agents, officers and officials, whether hired, appointed 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 or to which they may be exposed by reason of injury or injuries to anyone or of the death or deaths of anyone, or by reason of any personal injury and/or real property damage, or by reason of any other liability imposed by law or by anything or by anyone else upon the above-referenced entities and/or individuals as the result of and/or due to OWNER'S and/or anyone else's operations, actions or omissions on the demised premises or on the adjacent premises owned by OWNER and/or as a result of and/or due to the presence of OWNER or anyone else on the demised premises or on any adjacent premises owned by OWNER and/or due to the existence of this agreement; specifically included within this indemnification and hold harmless are attorneys' fees and other costs of defense which may be sustained by and/or occasioned to the above-referenced entities and/or individuals.
5. OWNER agrees to release CITY, its employees, agents, officers and officials, whether appointed, hired or elected, 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 or to which they may be exposed by reason of injury or injuries to anyone or of the death or deaths of anyone, or by reason of any personal injury and/or real property damage, or by reason of any other liability imposed by law or by anything or by anyone else upon the above-referenced entities and/or individuals as the result of and/or due to OWNER'S and/or anyone else's operations, actions or omissions on the demised premises or any adjacent premises owned by OWNER and/or as a result of and/or due to the presence of OWNER or anyone else on the demised premises or on any adjacent premises owned by OWNER and/or due to the existence of this agreement; specifically included within this release section are attorneys' fees and other costs of defense which may be sustained by and/or occasioned to the above-referenced entities and/or individuals.
6. This agreement and all of its provisions, with the exception of the continuing insurance, hold harmless, and release provisions, which shall continue and survive as required by CITY, shall terminate and become null and void, and the access gate shall be removed by OWNER at their expense within thirty (30) days of notice by CITY. Such removal can be ordered by CITY, at its sole option, for any reason.
7. The terms of this agreement are transferrable by OWNER; however, CITY must be given notice, in writing, of any transfer.

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

RESOLUTION OF THE PLAN COMMISSION

Adopting a Public Participation Plan.

Committee Action: Approved 6-0

Fiscal Impact: None

File Number: 01-0907

Date Introduced: August 11, 2015

WHEREAS, the City of Wausau is required to prepare and adopt a Comprehensive Plan as outlined in Wisconsin Statutes; and

WHEREAS, the City is currently undertaking a major update to its Comprehensive Plan; and

WHEREAS, public participation is critical for the development of a sound plan; and

WHEREAS, it is necessary to adopt a process to involve the public in the planning process; and

NOW, THEREFORE, BE IT RESOLVED, that the City of Wausau does approve and authorize the Public Participation, as presented.

Adopted this 11th day of August, 2015

Approved:

James E. Tipple, Mayor

PLAN COMMISSION

Time and Date: The Plan Commission met on Tuesday, July 21, 2015, at 5:00 p.m. in the Common Council Chambers of Wausau City Hall.

Members Present: Mayor Tipple, Lindman, Gisselman, Oberbeck, Bohlken, Atwell

Others Present: Lenz, Hebert, DeSantis, Huotari, Clauss, Firkus, Johnson, Scholfield, Baregi

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

Mayor Tipple called the meeting to order at 5:00 p.m. noting that a quorum was present and welcomed Tom Atwell as the newest member of the commission.

Discussion and possible action on the Public Participation Plan for the City of Wausau Comprehensive Plan.

Lenz said that the update to the Comprehensive Plan is in the works. One step is to come up with a plan for public input and involvement. A document listing a series of meetings is included in the packet. The meetings will need to be noticed and invitations sent out for the open house. A website and social media pages will be created. The state requires the city adopting the Public Participation Plan.

Atwell asked what the reasoning for the public hearing at the end of the schedule is and suggested that it be moved to the middle of the process. Lenz said that one could be added in the middle, and the public hearing at the end is a statutory requirement to officially adopt the plan. Atwell said that then there would be other opportunities for public input.

Oberbeck asked if there could be district or neighborhood meetings for a more local approach at a school area. Oberbeck said that people have a more difficult time coming to a centralized meeting. Lenz said that could be arranged, especially since staff already attends neighborhood meetings.

Oberbeck motioned to approve the Public Participation Plan for the City of Wausau Comprehensive Plan. Gisselman seconded, and the motion carried unanimously 6-0. This item will go to Common Council on August 11, 2015.

City of Wausau Comprehensive Plan Public Participation Plan (PPP) - DRAFT

This plan sets forth the process the City of Wausau will use to meet the goal of public participation. The Public Participation Plan (PPP) forms the basic framework to inform and involve the public in the comprehensive planning process.

I. Requirement

The Wisconsin Comprehensive Planning Law, ss. 66.1001, requires that the governmental body of a local governmental unit engaged in comprehensive planning:

“ . . . adopt written procedures that are designed to foster public participation, including open discussion, communication programs, information services and public meetings for which advance notice has been provided, in every stage of the preparation of a comprehensive plan. The written procedures shall provide for wide distribution of proposed, alternative or amended elements of a comprehensive plan and shall provide an opportunity for written comments on the plan to be submitted by members of the public to the governing body and for the governing body to respond to such written comments.”

II. Purpose

This Public Participation Plan is intended to meet the statutory guidelines established above. It outlines the strategy for encouraging City residents and others to review and provide input on the development, evaluation, and adoption of the City of Wausau Comprehensive Plan that is being prepared in accordance with Chapter 66 of the Wisconsin Statutes. The public participation process is intended to generate an open dialogue between all interests involved in the development of the comprehensive plan. These public participation procedures are intended to be a somewhat flexible guide except where State law requires that a specific procedure be followed to adopt, amend, or implement the plan.

The public participation process is also intended to be an ongoing and dynamic activity that can be responsive to changing social and political conditions in the community. The general nature of this public participation effort should provide the flexibility needed to adapt to changing conditions in the community while still meeting the requirements of

Wisconsin's planning law. It is intended that meaningful public participation occur at all phases of the planning process, from its early beginnings through implementation and amendment.

III. Objectives for Public Involvement

The following is a list of objectives for public participation that Wausau would like to achieve throughout the development and subsequent adoption of the City of Wausau Comprehensive Plan:

- That all residents of Wausau are given an opportunity to become fully aware of the comprehensive planning process and are encouraged to participate in each stage of that process.
- That the City's public participation efforts are intended to engage people of all ages, races, ethnic backgrounds, income levels, and physical and mental abilities.
- That the public has opportunities to provide both formal and informal input to the City Plan Commission and other advisory bodies as well as to the decisions of the Wausau Common Council.
- That the public has access to technical information gathered and reports prepared as part of the plan development, implementation, and amendment processes.
- That public input is elicited through a variety of means in such a way that it may be carefully considered and responded to in a timely fashion.
- That public input is shared with other appropriate governmental units, including adjacent communities, school districts, and Marathon County.
- That public involvement will ultimately strengthen the sense of community present in Wausau and further the vision of active and positive participation in the governmental decision-making process.

IV. Responsibility for Implementation

The City Plan Commission will be primarily responsible for implementing the necessary public participation activities which will further the preceding objectives for public involvement. The Plan Commission will work with various City staff and other advisory bodies in the community to gather, disseminate, and respond to public input received during the preparation, implementation, and amendment stages of the comprehensive plan.

The Plan Commission will receive a copy of all written correspondence and e-mail comments about the comprehensive plan, the planning process, and issues related to the various chapters of the plan. The Plan Commission will determine, through a consensus or voting process, an appropriate response, if any, to the comments received. The purpose of this review/response process is to provide some assurance that all written comments on the plan are widely distributed and consideration is given to formulating an appropriate response to the comments received. All written comments received and any response returned will be maintained as part of the Plan Commission's record.

V. Public Participation Activities

Most of the public participation activities will center on public information/education, public input and, where appropriate, response from the City Plan Commission/City staff. Work sessions, public input meetings, public forums, focus groups, open houses, neighborhood meetings, public access channel talk shows, newsletters, press releases, and other opportunities will be employed to release information and allow for community input on the development of the City's comprehensive plan. The City's website will be used extensively to provide the most complete and up-to-date information about the comprehensive plan and the planning process.

The following is a more in-depth explanation of the procedures that will be used in the four stages of the plan preparation process. These represent the minimum amount of effort that will be employed to foster public participation. As indicated earlier, additional measures may be used, as deemed necessary or desirable by the Plan Commission:

VI. Techniques

The public participation plan for the comprehensive plan will incorporate the following:

1. All meetings for the comprehensive plan process will be posted and open to the public. Updates will be made to the Common Council from time to time. Many of these meetings will be televised on the local public access channel.
2. An open house type meeting will be held mid-way through the process and a public hearing will be held at the end of the process.
3. A planning website will be hosted by the NCWRPC for the City of Wausau Comprehensive Plan. The website will not only display data, but

will also allow for comments to be submitted.

4. Key community stakeholders and groups will be identified and engaged to review the Comprehensive Plan.

5. A “comprehensive planning” display will be maintained in the lobby of City Hall that includes maps and an overview of the plan process. Comment sheets will be available as well.

6. An electronic planning survey will be conducted to gather public feedback about community desires.

7. A planning Social Media page (e.g. Facebook, LinkedIn, Twitter) will be hosted by the City of Wausau for the Comprehensive Plan. The Social Media page will display data, meeting information, and will allow for comments throughout the planning process.

Throughout the plan process, the Plan Commission will act as the standing oversight committee. From time to time additional persons may be invited to provide information to the planning process.

The Plan Commission will review the plan and recommend its approval to the Common Council.

VII. Distribution, Implementation & Update:

Upon completion and adoption of the Comprehensive Plan it will be distributed to all adjoining units of government, Marathon County, the Wisconsin Department of Administration, and other interested parties. The City will make its best efforts to implement the findings of the Comprehensive plan through a variety of tools, including zoning. As with all plans, it is critical for them to be maintained and updated on a regular basis.

Sample
Public Participation Resolution
Format

City of Wausau

RESOLUTION Number

Adoption of a Public Participation Plan

WHEREAS, the City of Wausau is required to prepare and adopt a Comprehensive Plan as outlined in Wisconsin Statutes; and

WHEREAS, public participation is critical for the development of a sound plan; and

WHEREAS, it is necessary to adopt a process to involve the public in the planning process; and

NOW, THEREFORE, BE IT RESOLVED, that the City of Wausau does approve and authorize the Public Participation Plan as presented.

ADOPTED on the 00 day of Month 2015.

ATTEST: _____
Name, Secretary/Treasurer

The governing body of the NAME has authorized this Resolution, dated today.

ATTEST: _____
Name, Chairperson

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

ORDINANCE OF THE PLAN COMMISSION

Rezoning 2025 County Road U from R1, Single Family Residence District and R3-1, Two Family Residence District, 2211 & 2215 County Road U from R1, Single Family Residence District, and 1551 Westwood Drive, an unzoned parcel to IB, Interchange Business District.

Committee Action: Approved 6-0

Fiscal Impact: None.

File Number: 15-0806	Date Introduced: August 11, 2015
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The Common Council of the City of Wausau do ordain as follows:

Section 1. **That the site of lands described as follows:**

Section 22, Township 29 North, Range 7 East, Part of the NE 1/4 , NW 1/4, the Easterly 502.59' of That Point Lying Southwesterly of Highway, Except Volume D462-649 (Highway), Except Volume D463-8 (Highway), and Except Part of Document #1628209 (Street), MORE COMMONLY KNOWN AS 2025 COUNTY ROAD U;

Section 22, Township 29 North, Range 7 East, Part of NE 1/4, NW 1/4, That Point Lying Southwesterly of Highway Except Volume D462-648 (Highway), Volume 463-8 (Highway), Except East 502.59', Except CSM Volume 70-8 (15426) Street, Except Document #1628208 (Street), Except Part of Document #1628209 (Street) and #1374044/5, MORE COMMONLY KNOWN AS 2211 & 2215 COUNTY ROAD U; AND

Section 22, Township 29 North, Range 7 East, SE 1/4, NW 1/4, Lot 2, CSM Volume 80, Page 114, Document #1687467, MORE COMMONLY KNOWN AS 1551 WESTWOOD DRIVE

now comprising a part of R1, Single Family Residence District (2025 County Road U, 2211 & 2215 County Road U), R3-1, Two Family Residence District (2025 County Road U), and an unzoned parcel (1551 Westwood Drive), according to the Zoning Ordinance of the City of Wausau, be changed to a IB, Interchange Business District.

Section 2. This change in zoning shall be designated on the official city zoning map.

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

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

Adopted:
Approved:
Published:
Attest:

Approved:

James E. Tipple, Mayor

Attest:

Toni Rayala, Clerk

PLAN COMMISSION

Time and Date: The Plan Commission met on Tuesday, July 21, 2015, at 5:00 p.m. in the Common Council Chambers of Wausau City Hall.

Members Present: Mayor Tipple, Lindman, Gisselman, Oberbeck, Bohlken, Atwell

Others Present: Lenz, Hebert, DeSantis, Huotari, Clauss, Firkus, Johnson, Scholfield, Baregi

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

Mayor Tipple called the meeting to order at 5:00 p.m. noting that a quorum was present and welcomed Tom Atwell as the newest member of the commission.

PUBLIC HEARING: Discussion and possible action on rezoning 2025 County Road U from R1, Single Family Residence District and R3-1, Two Family Residence District, 2211 & 2215 County Road U from R1, Single Family Residence District, and 1551 Westwood Drive, an unzoned parcel to IB, Interchange Business District. (Hocking)

Dave Johnson, 3125 North 9th Street, representing Witter Land LLC, said they are requesting a zoning change. Witter Land LLC is currently working with Becher Hoppe. A small strip on the east side was sold and is pending the zoning approval. Marathon Town & Country will be moving from the area near Fleet Farm to this area.

Mayor Tipple closed the public hearing.

Lenz said that the land is shown on the 3rd page of the staff report and it is the southeast corner of County Road U and Westwood Drive. It is 3 large parcels on 34 acres total. It is zoned residential due to the default zoning when it was annexed. The proposed zoning would be compatible with the City of Wausau Comprehensive Plan, as the future land use map shows the area as commercially zoned property. The IB zoning is requested, which is also the zoning to the east and north of the subject parcels. Lenz said that the zoning change makes sense from a land use perspective. Access issues to the property are being worked out through other committees, and this will need to be finalized before building permits are issued. Staff recommends approval of the zoning change.

Gisselman motioned to rezone 2025 County Road U from R1, Single Family Residence District and R3-1, Two Family Residence District, 2211 & 2215 County Road U from R1, Single Family Residence District, and 1551 Westwood Drive, an unzoned parcel to IB, Interchange Business District. Oberbeck seconded, and the motion carried unanimously 6-0. This item will go to Common Council on August 11, 2015.



STAFF REPORT

TO: City of Wausau Plan Commission
FROM: Brad Lenz, City Planner
DATE: July 15, 2015

GENERAL INFORMATION

APPLICANT: Dave Johnson, Witter Land Properties

LOCATION: 2025, 2211, and 2215 County Road U, and
1551 Westwood Drive

EXISTING ZONING: R1, Single Family Residence District, and
R3, Two Family Residence District

REQUESTED ZONING: IB, Interchange Business District

PURPOSE: To allow for future commercial development of the area.

EXISTING LAND USE: Largely vacant, with a single-family home.

SIZE OF PARCELS: Approximately 34 acres in total

SURROUNDING ZONING AND LAND USES:

North: R1 and Town of Maine; Single-family homes
South: UDD, Unified Development District; Planned multi-family
residential development
East: M2, General Industrial District, and IB;
Industrial, commercial, warehousing
West: R1 and UDD; Vacant residential

See attached Zoning Map

ANALYSIS

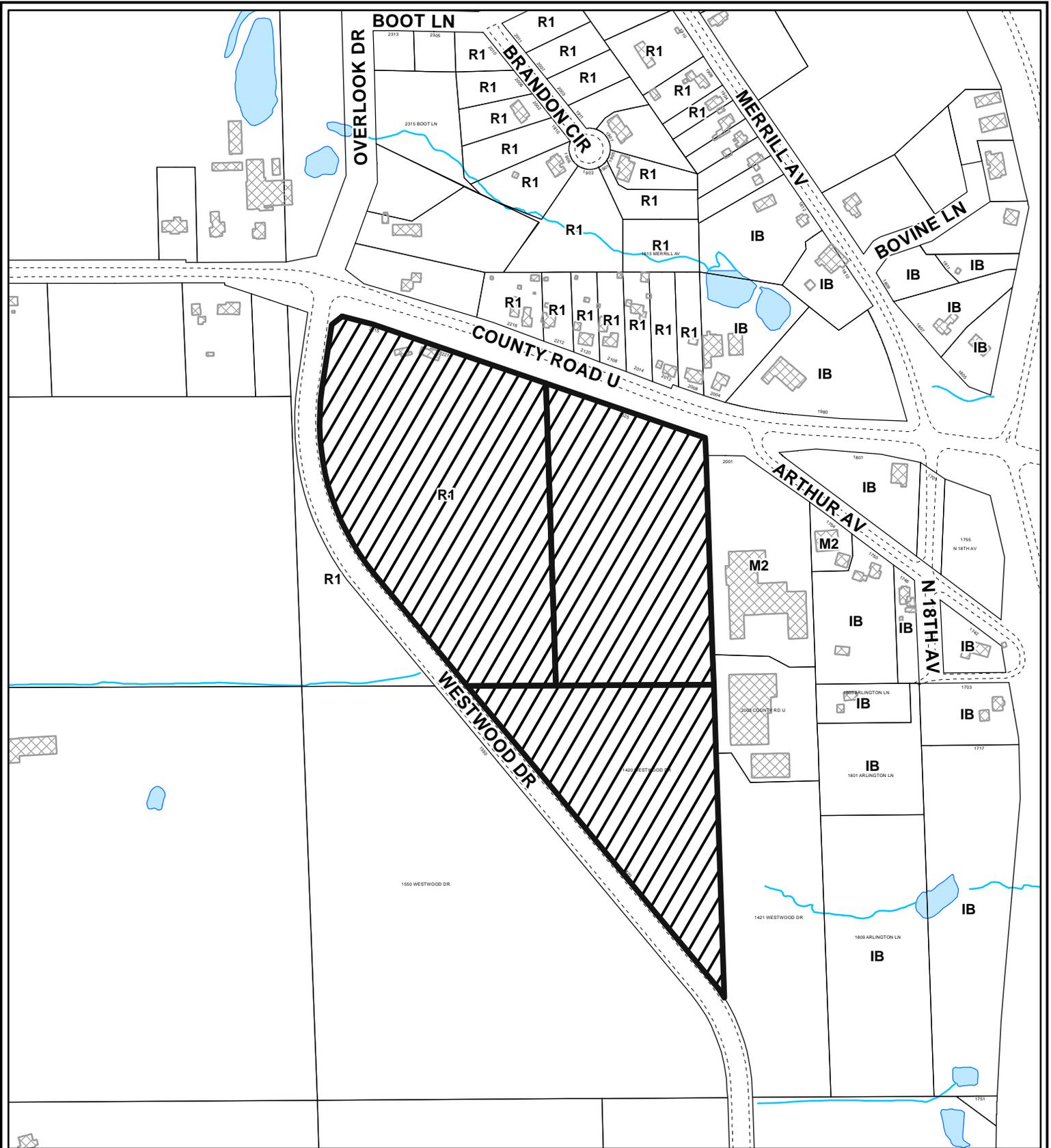
Per Wausau Municipal Code 23.78.060, the plan commission shall make zoning change recommendations based upon the evidence presented in each of the following matters where applicable:

- (a) Existing use of property within the general area of the property in question and the effect the proposed rezoning is likely to have on these land uses;*
- (b) The compatibility of the land uses which would be permitted by the zone change with the existing or planned land uses within the general area of the property in question;*
- (c) The zoning classification of property within the general area of the property in question;*
- (d) The suitability of the property in question to the uses permitted under the existing zoning classification;*
- (e) The trend of development, if any, in the general area of the property in question, including changes, if any, which have taken place since the day the property in question was placed in its present zoning classification;*
- (f) Whether the proposed zone change is generally consistent with the goals, objectives and policies identified in the City of Wausau Comprehensive Plan*
- (g) The nature and extent of the input received at the public hearing regarding the proposed zone change;*
- (h) The precedence, if any, that approval of the requested zoning could have on similar requests made elsewhere in the city; and*
- (i) If the property was recently annexed, the zoning classification of the property prior to annexation.*

A zoning change was approved by plan commission in April for the property located across Westwood Drive to the south and west (1550 Westwood Drive). The petition was for a Unified Development District (UDD) to allow for a multi-family residential development. At that time, it was noted that the land along the south side of County Road U and to the east of Westwood Drive (i.e., the land currently being considered for rezoning) would likely develop commercially because of its proximity to the freeway, County Road U, and Westwood Drive. It was also noted that the current residential zoning is essentially the default zoning when property is annexed into the city, before a specific development may require a different zoning district.

The proposed zoning district (IB) would allow for a variety of commercial uses, particularly ones that are somehow related to highway accessibility. This zoning category can be found in close proximity to the subject parcels and in other areas of the city that are essentially adjacent to the freeway. The district can also be found adjacent to residential as well as industrial and other commercial districts; it is generally seen to be compatible with a wide variety of land uses.

The future land use map in the *Wausau Comprehensive Plan* shows the subject parcels being used commercially. The goals, objectives, and policies contained in the comp plan are generally consistent with the proposed rezoning. Staff recommends approval of the zoning change to Interchange Business District, as requested. Issues tangential to the zoning of the property, in particular access to the property from County Highway U, are being considered separately from this zoning request. All other necessary approvals, such as driveway access, stormwater management and building permits, will still need to be obtained prior to commencement of construction.



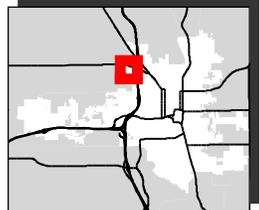
Map Date: July 14, 2015

City of Wausau
Marathon County Wisconsin



-  Area of Interest
-  Building

Map Location



Municipal Ordinance Schedule of Deposits

<u>Ord. No.</u>	<u>Offense</u>	<u>Deposit</u>
<i>Other Common Violations</i>		
9.20.020	Park-after hours	50.00
9.20.020(r)	Animals on cross-country ski trails	10.00
9.22.020	Jumping and diving from bridges	25.00

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: July 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, Karyn Powers – Recreation Superintendent, Blaine Peterson – City Forester, Pat Peckham – City Pages, 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.

Park Ordinance Revision – Discussion and Possible Action on Amending the Schedule of Cash Deposits for Section 19.21 –Duncanson said this is a housekeeping item from when the Committee and Council recently revised this ordinance. Unfortunately, the necessary associated change in the Schedule of Cash Deposits was not included so a fine amount has not yet been established. **Motion** by Gisselman, second by Neal to approve amending the Schedule of Cash Deposits for Section 19.21. Motion **carried** by voice vote. Vote reflected as 5-0.

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

ORDINANCE OF THE PUBLIC HEALTH & SAFETY COMMITTEE

Repealing Chapter 9.40 Smoking prohibited inside restaurants

Committee Action: Approved 5-0

Ordinance Number:

Fiscal Impact: None

File Number: 04-0511

Date Introduced: August 11, 2015

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

Section 1. That Chapter 9.40 Smoking prohibited inside restaurants is hereby repealed.

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



Office of the City Attorney

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

Anne L. Jacobson
City Attorney

Tara G. Alfonso
Assistant City Attorney

COMMENTS ON ADOPTION OF WIS. STAT. §101.123
(WISCONSIN CLEAN INDOOR AIR ACT) BY W.M.C. §9.04.010
AND REPEAL OF W.M.C. ch. 9.40, SMOKING INSIDE OF RESTAURANTS

- The State of Wisconsin in Wis. Stat. §101.123 (also known as the Wisconsin Clean Indoor Air Act) restricts smoking in 15 specific enclosed places as well as all enclosed places that are places of employment or public places. The state statute is more encompassing than the current provisions of the Wausau Municipal Code, W.M.C. ch. 9.40 which generally prohibits smoking only inside of restaurants.
- Given that the state statute addresses a matter of state-wide concern, where the City desires to regulate indoor smoking, it should do so consistent with the provisions of the state statute, Wis. Stat. §101.123. *See, Apartment Ass'n of So. Central Wisconsin, Inc. v. City of Madison*, 2006 WI App 192; 296 Wis. 2d 173; 722 N.W. 2d 614.
- Therefore, it is recommended that the City repeal its current smoking inside of restaurant prohibition and adopt the provisions of Wis. Stat. §101.123 by incorporating the state statute into the provisions of the Municipal Code under W.M.C. §9.04.010. In this way the City will be able to enforce violations of the indoor smoking ban through municipal citations rather than referring violations to the District Attorney's Office for prosecution.

PUBLIC HEALTH & SAFETY COMMITTEE

Date and Time: Monday, June 15, 2015 at 5:15 pm, (Council Chambers)

Members Present: Rasmussen (C), Wagner, Gisselman, Kellbach, Neal

Others Present: Alfonso, Hardel, Kujawa, Rayala, Goede, Stratz, Groat, Randy & Tana Scobel, Richard & Mary Gordon, Patricial Alalawneh, Rod Carlson, Tami Ness, Susan Green, Kevin Rutkowski

Discussion and Possible action on Ordinance Repealing Chapter 9.40 Smoking prohibited inside restaurants and related Ordinances Amending Section 1.01.025(c)(1)(B) Schedule of cash deposits to include prohibition against smoking and chronic nuisance (1st Offense only) and 9.04.010 State statutes adopted to include prohibition against smoking.

Alfonso explained the police went to the Cabaret bar where a patron was smoking and wanted to issue a citation for violating the indoor smoking ordinance, but upon closer look, found that the city ordinance only prohibits smoking in restaurants. The state has since passed indoor smoking prohibition which is more encompassing than ours. In order for us to give a municipal citation for indoor smoking we need an ordinance to cover all of these places. She spoke with Nate Pekarski and they decided the best thing to do was repeal our current ordinance and simply adopt the state law in its entirety and assign the fine. This would allow us to enforce it; otherwise currently we have to refer it to the District Attorney's Office.

Alfonso explained in regard to the chronic nuisance, our ordinance has a range of fines of \$1000-\$2500 but because there is no bond amount, it requires the person to show up for court. We are proposing to set a bond amount at \$1300 so if people were inclined to just pay a fine without going to court they could do so.

Motion by Neal, second by Kellbach to approve the proposed repeal of and amendments to the ordinances. Motion carried 5-0.

ORDINANCE OF PUBLIC HEALTH & SAFETY COMMITTEE

Amending Section 1.01.025(c)(1)(B) Schedule of cash deposits to include prohibition against smoking and chronic nuisance (1st offense only)

Committee Action: Approved 5-0

Ordinance Number:

Fiscal Impact: None

File Number: 82-1252

Date Introduced: August 11, 2015

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

Add ()

Section 1. That Section 1.01.025(c)(1)(B) Schedule of cash deposits, is hereby amended to read as follows:

1.01.025 Issuance of citations. . . .

(c) Schedule of cash deposits.

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

. . .

(B) For violations of all ordinances other than those governed by the aforescribed Uniform State Deposit Schedule and other than ordinances in Titles 15 and 16 of this code, the cash deposit schedule shall be as follows:

Municipal Ordinance Schedule of Deposits

<u>Ord. No.</u>	<u>Offense</u>	<u>Deposit</u>
<i>Other Common Violations</i>		
8.08.255	Feeding deer	50.00
9.04.010	Indoor smoking	100.00
9.04.010	DC	150.00

. . . .

9.22.020	Jumping and diving from bridges	25.00
9.24.090	Chronic nuisance (1 st offense only)	1000.00
10.10.010	Operation vehicle off traffic route	50.00

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 from and after its date of publication.

Adopted:
Approved:
Published:
Attest:

Approved:

James E. Tipple, Mayor

Attest:

Toni Rayala, Clerk

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

ORDINANCE OF PUBLIC HEALTH & SAFETY COMMITTEE

Amending Section 9.04.010 State statutes adopted to include prohibition against smoking

Committee Action: Approved 5-0

Ordinance Number:

Fiscal Impact: None

File Number: 14-0810

Date Introduced: August 11, 2015

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

Add ()

Section 1. That Section 9.04.010 State statutes adopted, is hereby amended to read as follows:

9.04.010 State statutes adopted. The following state statutes are adopted by reference and incorporated herein, except for the penalty provision therein which shall be governed by section 1.01.110:

101.123 [Smoking prohibited]

....

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

RESOLUTION OF WAUSAU WATER WORKS – WASTEWATER DIVISION

Reviewing the 2014 Compliance Maintenance Annual Report for the Wastewater Plant

Committee Action: Approved 4-0

Fiscal Impact: None

File Number: 03-0311

Date Introduced: August 11, 2015

WHEREAS, Wausau Water Works – Wastewater Division owns, operates, and maintains a public owned treatment works (POTW) in the City of Wausau on Adrian Street, and

WHEREAS, the Utility’s POTW is authorized to discharge to the Wisconsin River under WPDES Permit No. WI-0025739-5, and

WHEREAS, by Wisconsin Administrative Code NR 208, all Wisconsin POTW’s are required to submit a Compliance Maintenance Annual Report (CMAR), and

WHEREAS, Wausau Water Works – Wastewater Division has prepared the attached 2014 CMAR and acknowledges that the point total in the report is within the acceptable range, now therefore

BE IT FURTHER RESOLVED that the Common Council of the City of Wausau has reviewed the attached 2014 Compliance Maintenance Annual Report from Wausau Water Works – Wastewater Division and hereby submits the Report as prescribed.

Approved:

James Tipple, Mayor



Minutes of August 4, 2015

A meeting of the Wausau Water Works Commission was called to order at 1:30 p.m. in City Hall on August 4, 2015. In compliance with Wisconsin Statutes, this meeting was posted and receipted for by the Wausau Daily Herald on July 31, 2015.

4) Discussion and possible action regarding the Compliance Maintenance Annual Report.

Lindman stated that Erickson has completed the Compliance Maintenance Annual Report (CMAR) for the Wastewater Treatment Plant for 2014. Lindman noted that one time in April the plant was above 90% of flow design. This was during the time where water was still being run to prevent freezing. Other than that, the plant has been well within the design factor. Mr. Gehin asked if the design factor of 8.2 would change. Erickson stated that is the maximum month design flow. This means the plant can run at 8.2 all month long and still meet permit limits. The report submitted last month for the new permit did not ask for the maximum design flow but rather the average design flow. That is defined as the average for the last three years. If that can be below 5, the plant would fall into a different category for testing.

Mr. Gehin noted that enough records need to be kept to be able to report electronically. Erickson stated there are enough records to complete the reports. Where they have always fallen is doing a good job of documenting operations and maintenance. They do have a system for this, but it is time consuming. He feels there is a need for more clerical help to keep it up to date. He does not believe the plant has ever received a grade better than a B in this area.

Motion by Mr. Gisselman to approve the Compliance Maintenance Annual Report and forward it to Council for final approval. Seconded by Mr. Gehin. Motion carried unanimously 4-0.

Compliance Maintenance Annual Report

Wausau Water Works Ww Treatment Facility

Last Updated: Reporting For:
7/28/2015 2014

Influent Flow and Loading

1. Monthly Average Flows and (C)BOD Loadings

1.1 Verify the following monthly flows and (C)BOD loadings to your facility.

Outfall No. 701	Influent Monthly Average Flow, MGD	x	Influent Monthly Average (C)BOD Concentration mg/L	x	8.34	=	Influent Monthly Average (C)BOD Loading, lbs/day
January	3.9434	x	268	x	8.34	=	8,802
February	4.4705	x	284	x	8.34	=	10,597
March	5.2415	x	254	x	8.34	=	11,086
April	7.9040	x	150	x	8.34	=	9,855
May	6.1722	x	201	x	8.34	=	10,354
June	4.8790	x	256	x	8.34	=	10,428
July	4.1622	x	320	x	8.34	=	11,097
August	4.2597	x	295	x	8.34	=	10,487
September	6.1937	x	220	x	8.34	=	11,388
October	5.4521	x	218	x	8.34	=	9,906
November	4.8175	x	268	x	8.34	=	10,781
December	4.9444	x	270	x	8.34	=	11,150

2. Maximum Month Design Flow and Design (C)BOD Loading

2.1 Verify the design flow and loading for your facility.

Design	Design Factor	x	%	=	% of Design
Max Month Design Flow, MGD	8.2	x	90	=	7.38
		x	100	=	8.2
Design (C)BOD, lbs/day	17000	x	90	=	15300
		x	100	=	17000

2.2 Verify the number of times the flow and (C)BOD exceeded 90% or 100% of design, points earned, and score:

	Months of Influent	Number of times flow was greater than 90% of	Number of times flow was greater than 100% of	Number of times (C)BOD was greater than 90% of design	Number of times (C)BOD was greater than 100% of design
January	1	0	0	0	0
February	1	0	0	0	0
March	1	0	0	0	0
April	1	1	0	0	0
May	1	0	0	0	0
June	1	0	0	0	0
July	1	0	0	0	0
August	1	0	0	0	0
September	1	0	0	0	0
October	1	0	0	0	0
November	1	0	0	0	0
December	1	0	0	0	0
Points per each		2	1	3	2
Exceedances		1	0	0	0
Points		2	0	0	0
Total Number of Points					2

2

Compliance Maintenance Annual Report

Wausau Water Works Ww Treatment Facility

Last Updated: Reporting For:
7/28/2015 2014

3. Flow Meter

3.1 Was the influent flow meter calibrated in the last year?

Yes Enter last calibration date (MM/DD/YYYY)

No

If No, please explain:

4. Sewer Use Ordinance

4.1 Did your community have a sewer use ordinance that limited or prohibited the discharge of excessive conventional pollutants ((C)BOD, SS, or pH) or toxic substances to the sewer from industries, commercial users, hauled waste, or residences?

Yes

No

If No, please explain:

4.2 Was it necessary to enforce the ordinance?

Yes

No

If Yes, please explain:

There were a few minor instances of SIU non-compliance which did not affect POTW compliance.

5. Septage Receiving

5.1 Did you have requests to receive septage at your facility?

Septic Tanks Holding Tanks Grease Traps

Yes

Yes

Yes

No

No

No

5.2 Did you receive septage at your facility? If yes, indicate volume in gallons.

Septic Tanks

Yes gallons

No

Holding Tanks

Yes gallons

No

Grease Traps

Yes gallons

No

5.2.1 If yes to any of the above, please explain if plant performance is affected when receiving any of these wastes.

Plant performance was not affected

6. Pretreatment

6.1 Did your facility experience operational problems, permit violations, biosolids quality concerns, or hazardous situations in the sewer system or treatment plant that were attributable to commercial or industrial discharges in the last year?

Yes

No

If yes, describe the situation and your community's response.

6.2 Did your facility accept hauled industrial wastes, landfill leachate, etc.?

Yes

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No

If yes, describe the types of wastes received and any procedures or other restrictions that were in place to protect the facility from the discharge of hauled industrial wastes.

Village of Brokow septic 132,000 gals, Veolia 45,750 gals, Gordon Aluminum 120,000 gals, Town of Bowler septic 103,000 gals, Marathon County landfill 336,000 gals, Wauleco 23,725,000 gals, REI 3,650 gals. Industrial hauled wastes are only accepted on a case by case basis to protect the POTW.

Total Points Generated	2
Score (100 - Total Points Generated)	98
Section Grade	A

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Wausau Water Works Ww Treatment Facility

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Effluent Quality and Plant Performance (BOD/CBOD)

1. Effluent (C)BOD Results

1.1 Verify the following monthly average effluent values, exceedances, and points for BOD or CBOD

Outfall No. 001	Monthly Average Limit (mg/L)	90% of Permit Limit > 10 (mg/L)	Effluent Monthly Average (mg/L)	Months of Discharge with a Limit	Permit Limit Exceedance	90% Permit Limit Exceedance
January	30	27	21	1	0	0
February	30	27	18	1	0	0
March	30	27	12	1	0	0
April	30	27	15	1	0	0
May	30	27	10	1	0	0
June	30	27	12	1	0	0
July	30	27	15	1	0	0
August	30	27	20	1	0	0
September	30	27	17	1	0	0
October	30	27	22	1	0	0
November	30	27	19	1	0	0
December	30	27	27	1	0	1

* Equals limit if limit is <= 10

Months of discharge/yr	12		
Points per each exceedance with 12 months of discharge		7	3
Exceedances		0	1
Points		0	3
Total number of points			3

NOTE: For systems that discharge intermittently to state waters, the points per monthly exceedance for this section shall be based upon a multiplication factor of 12 months divided by the number of months of discharge. Example: For a wastewater facility discharging only 6 months of the year, the multiplication factor is $12/6 = 2.0$

1.2 If any violations occurred, what action was taken to regain compliance?

BOD results were biased high because of nitrification issues. (CBOD and TSS tests indicate good treatment. Plant operations were adjusted.

2. Flow Meter Calibration

2.1 Was the effluent flow meter calibrated in the last year?

- Yes Enter last calibration date (MM/DD/YYYY)
- No

If No, please explain:

Note: Effluent meter calibration was checked again 04/06/2015

3. Treatment Problems

3.1 What problems, if any, were experienced over the last year that threatened treatment?

Flooding caused TFO reported to WDNR 09/05/2014

4. Other Monitoring and Limits

4.1 At any time in the past year was there an exceedance of a permit limit for any other pollutants such as chlorides, pH, residual chlorine, fecal coliform, or metals?

- Yes
- No

3

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<p>If Yes, please explain:</p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div>
<p>4.2 At any time in the past year was there a failure of an effluent acute or chronic whole effluent toxicity (WET) test?</p> <p><input type="radio"/> Yes</p> <p><input checked="" type="radio"/> No</p> <p>If Yes, please explain:</p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div>
<p>4.3 If the biomonitoring (WET) test did not pass, were steps taken to identify and/or reduce source(s) of toxicity?</p> <p><input type="radio"/> Yes</p> <p><input type="radio"/> No</p> <p><input checked="" type="radio"/> N/A</p> <p>Please explain unless not applicable:</p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div>

Total Points Generated	3
Score (100 - Total Points Generated)	97
Section Grade	A

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Effluent Quality and Plant Performance (Total Suspended Solids)

1. Effluent Total Suspended Solids Results

1.1 Verify the following monthly average effluent values, exceedances, and points for TSS:

Outfall No. 001	Monthly Average Limit (mg/L)	90% of Permit Limit >10 (mg/L)	Effluent Monthly Average (mg/L)	Months of Discharge with a Limit	Permit Limit Exceedance	90% Permit Limit Exceedance
January	30	27	7	1	0	0
February	30	27	7	1	0	0
March	30	27	6	1	0	0
April	30	27	5	1	0	0
May	30	27	5	1	0	0
June	30	27	6	1	0	0
July	30	27	8	1	0	0
August	30	27	11	1	0	0
September	30	27	12	1	0	0
October	30	27	8	1	0	0
November	30	27	8	1	0	0
December	30	27	9	1	0	0

* Equals limit if limit is <= 10

Months of Discharge/yr	12		
Points per each exceedance with 12 months of discharge:		7	3
Exceedances		0	0
Points		0	0
Total Number of Points			0

NOTE: For systems that discharge intermittently to state waters, the points per monthly exceedance for this section shall be based upon a multiplication factor of 12 months divided by the number of months of discharge.

Example: For a wastewater facility discharging only 6 months of the year, the multiplication factor is $12/6 = 2.0$

1.2 If any violations occurred, what action was taken to regain compliance?

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

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Effluent Quality and Plant Performance (Phosphorus)

1. Effluent Phosphorus Results

1.1 Verify the following monthly average effluent values, exceedances, and points for Phosphorus

Outfall No. 001	Monthly Average phosphorus Limit (mg/L)	Effluent Monthly Average phosphorus (mg/L)	Months of Discharge with a Limit	Permit Limit Exceedance
January	1	0.6	1	0
February	1	0.4	1	0
March	1	0.4	1	0
April	1	0.3	1	0
May	1	0.4	1	0
June	1	0.7	1	0
July	1	0.8	1	0
August	1	0.6	1	0
September	1	0.5	1	0
October	1	0.5	1	0
November	1	0.5	1	0
December	1	0.4	1	0
Months of Discharge/yr			12	
Points per each exceedance with 12 months of discharge:				10
Exceedances				0
Total Number of Points				0

0

NOTE: For systems that discharge intermittently to waters of the state, the points per monthly exceedance for this section shall be based upon a multiplication factor of 12 months divided by the number of months of discharge.

Example: For a wastewater facility discharging only 6 months of the year, the multiplication factor is $12/6 = 2.0$

1.2 If any violations occurred, what action was taken to regain compliance?

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

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Biosolids Quality and Management

1. Biosolids Use/Disposal

1.1 How did you use or dispose of your biosolids? (Check all that apply)

- Land applied under your permit
- Publicly Distributed Exceptional Quality Biosolids
- Hauled to another permitted facility
- Landfilled
- Incinerated
- Other

NOTE: If you did not remove biosolids from your system, please describe your system type such as lagoons, reed beds, recirculating sand filters, etc.

1.1.1 If you checked Other, please describe:

2. Land Application Site

2.1 Last Year's Approved and Active Land Application Sites

2.1.1 How many acres did you have?

3709.30 acres

2.1.2 How many acres did you use?

410.6 acres

2.2 If you did not have enough acres for your land application needs, what action was taken?

2.3 Did you overapply nitrogen on any of your approved land application sites you used last year?

Yes (30 points)

No

2.4 Have all the sites you used last year for land application been soil tested in the previous 4 years?

Yes

No (10 points)

N/A

3. Biosolids Metals

Number of biosolids outfalls in your WPDES permit:

3.1 For each outfall tested, verify the biosolids metal quality values for your facility during the last calendar year.

Outfall No. 002 - CAKE SLUDGE

Parameter	80% of Limit	H.Q. Limit	Ceiling Limit	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	80% Value	High Quality	Ceiling
Arsenic		41	75	30.1				9.25			12.4			20.7			0	0
Cadmium		39	85	<1.2				<1.13			<1.62			<1.61			0	0
Copper		1500	4300	572				376			521			559			0	0
Lead		300	840	42				30			43			34.8			0	0
Mercury		17	57	<.69				.58			.99			<.311			0	0
Molybdenum	60		75	20				11.7			18.9			13		0		0
Nickel	336		420	48				30			36.6			41.6		0		0
Selenium	80		100	<4				<3.33			5.46			2.99		0		0
Zinc		2800	7500	820				473			683			671			0	0

3.1.1 Number of times any of the metals exceeded the high quality limits OR 80% of the limit for molybdenum, nickel, or selenium = 0

Exceedence Points

0 (0 Points)

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- 1-2 (10 Points)
 - > 2 (15 Points)
- 3.1.2 If you exceeded the high quality limits, did you cumulatively track the metals loading at each land application site? (check applicable box)
- Yes
 - No (10 points)
 - N/A - Did not exceed limits or no HQ limit applies (0 points)
 - N/A - Did not land apply biosolids until limit was met (0 points)
- 3.1.3 Number of times any of the metals exceeded the ceiling limits = 0
- Exceedence Points
- 0 (0 Points)
 - 1 (10 Points)
 - > 1 (15 Points)
- 3.1.4 Were biosolids land applied which exceeded the ceiling limit?
- Yes (20 Points)
 - No (0 Points)
- 3.1.5 If any metal limit (high quality or ceiling) was exceeded at any time, what action was taken? Has the source of the metals been identified?

We are continuing our efforts to identify potential sources of arsenic which was high in 2013.

0

4. Pathogen Control (per outfall):

4.1 Verify the following information. If any information is incorrect, Contact Us.

Outfall Number:	002
Biosolids Class:	B
Bacteria Type and Limit:	F
Sample Dates:	01/01/2014 - 03/31/2014
Density:	5,488
Sample Concentration Amount:	CFU/G TS
Requirement Met:	Yes
Land Applied:	No
Process:	ANAER
Process Description:	Anaerobic Digestion

Outfall Number:	002
Biosolids Class:	B
Bacteria Type and Limit:	F
Sample Dates:	04/01/2014 - 06/30/2014
Density:	8,277
Sample Concentration Amount:	CFU/G TS
Requirement Met:	Yes
Land Applied:	Yes
Process:	ANAER
Process Description:	Anaerobic Digestion

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Outfall Number:	002
Biosolids Class:	B
Bacteria Type and Limit:	F
Sample Dates:	07/01/2014 - 09/30/2014
Density:	9,383
Sample Concentration Amount:	CFU/G TS
Requirement Met:	Yes
Land Applied:	Yes
Process:	ANAER
Process Description:	Anaerobic Digestion

Outfall Number:	002
Biosolids Class:	B
Bacteria Type and Limit:	F
Sample Dates:	10/01/2014 - 12/31/2014
Density:	138,749
Sample Concentration Amount:	CFU/G TS
Requirement Met:	Yes
Land Applied:	Yes
Process:	ANAER
Process Description:	Anaerobic Digestion

0

4.2 If exceeded Class B limit or did not meet the process criteria at the time of land application.

4.2.1 Was the limit exceeded or the process criteria not met at the time of land application?

Yes (40 Points)

No

If yes, what action was taken?

5. Vector Attraction Reduction (per outfall):

5.1 Verify the following information. If any of the information is incorrect, Contact Us.

Outfall Number:	002
Method Date:	01/07/2014
Option Used To Satisfy Requirement:	VSR
Requirement Met:	Yes
Land Applied:	No
Limit (if applicable):	38
Results (if applicable):	62.40

Outfall Number:	002
Method Date:	05/05/2014
Option Used To Satisfy Requirement:	VSR
Requirement Met:	Yes
Land Applied:	Yes
Limit (if applicable):	38
Results (if applicable):	63.50

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Outfall Number:	002	
Method Date:	08/05/2014	
Option Used To Satisfy Requirement:	VSR	
Requirement Met:	Yes	
Land Applied:	Yes	
Limit (if applicable):	38	
Results (if applicable):	50.50	
Outfall Number:	002	0
Method Date:	11/12/2014	
Option Used To Satisfy Requirement:	VSR	
Requirement Met:	Yes	
Land Applied:	Yes	
Limit (if applicable):	38	
Results (if applicable):	46.70	
<p>5.2 Was the limit exceeded or the process criteria not met at the time of land application?</p> <p><input type="radio"/> Yes (40 Points)</p> <p><input checked="" type="radio"/> No</p> <p>If yes, what action was taken?</p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div>		
<p>6. Biosolids Storage</p> <p>6.1 How many days of actual, current biosolids storage capacity did your wastewater treatment facility have either on-site or off-site?</p> <p><input checked="" type="radio"/> >= 180 days (0 Points)</p> <p><input type="radio"/> 150 - 179 days (10 Points)</p> <p><input type="radio"/> 120 - 149 days (20 Points)</p> <p><input type="radio"/> 90 - 119 days (30 Points)</p> <p><input type="radio"/> < 90 days (40 Points)</p> <p><input type="radio"/> N/A (0 Points)</p> <p>6.2 If you checked N/A above, explain why.</p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div>		
<p>7. Issues</p> <p>7.1 Describe any outstanding biosolids issues with treatment, use or overall management:</p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div>		

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

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Staffing and Preventative Maintenance (All Treatment Plants)

<p>1. Plant Staffing</p> <p>1.1 Was your wastewater treatment plant adequately staffed last year?</p> <ul style="list-style-type: none"><input type="radio"/> Yes<input checked="" type="radio"/> No <p>If No, please explain:</p> <div style="border: 1px solid black; padding: 2px;">We rely heavily on interns for lab work</div> <p>Could use more help/staff for:</p> <div style="border: 1px solid black; padding: 2px;">Continuity in lab operations and recordkeeping</div> <p>1.2 Did your wastewater staff have adequate time to properly operate and maintain the plant and fulfill all wastewater management tasks including recordkeeping?</p> <ul style="list-style-type: none"><input type="radio"/> Yes<input checked="" type="radio"/> No <p>If No, please explain:</p> <div style="border: 1px solid black; padding: 2px;">We do not have support staff to assist with recordkeeping</div>	
<p>2. Preventative Maintenance</p> <p>2.1 Did your plant have a documented AND implemented plan for preventative maintenance on major equipment items?</p> <ul style="list-style-type: none"><input checked="" type="radio"/> Yes (Continue with question 2)<input type="radio"/> No (40 points) <p>If No, please explain, then go to question 3:</p> <div style="border: 1px solid black; height: 20px;"></div> <p>2.2 Did this preventative maintenance program depict frequency of intervals, types of lubrication, and other tasks necessary for each piece of equipment?</p> <ul style="list-style-type: none"><input checked="" type="radio"/> Yes<input type="radio"/> No (10 points) <p>2.3 Were these preventative maintenance tasks, as well as major equipment repairs, recorded and filed so future maintenance problems can be assessed properly?</p> <ul style="list-style-type: none"><input type="radio"/> Yes<ul style="list-style-type: none"><input type="radio"/> Paper file system<input type="radio"/> Computer system<input checked="" type="radio"/> Both paper and computer system<input checked="" type="radio"/> No (10 points)	10
<p>3. O&M Manual</p> <p>3.1 Does your plant have a detailed O&M Manual that can be used as a reference when needed?</p> <ul style="list-style-type: none"><input type="radio"/> Yes<input checked="" type="radio"/> No	
<p>4. Overall Maintenance /Repairs</p> <p>4.1 Rate the overall maintenance of your wastewater plant.</p> <ul style="list-style-type: none"><input type="radio"/> Excellent<input type="radio"/> Very good<input checked="" type="radio"/> Good<input type="radio"/> Fair<input type="radio"/> Poor <p>Describe your rating:</p> <div style="border: 1px solid black; padding: 2px;">We have equipment manuals and other resources but our plant O&M Manual should be updated. We are working on improving the logging and tracking of work orders.</div>	

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Total Points Generated	10
Score (100 - Total Points Generated)	90
Section Grade	B

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Last Updated: Reporting For:
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Operator Certification and Education

<p>1. Operator-In-Charge</p> <p>1.1 Did you have a designated operator-in-charge during the report year?</p> <ul style="list-style-type: none"> <input checked="" type="radio"/> Yes (0 points) <input type="radio"/> No (20 points) <p>Name: <input style="width: 300px;" type="text" value="DAVID A ERICKSON"/></p> <p>Certification No: <input style="width: 150px;" type="text" value="34268"/></p>	0
<p>2. Certification Requirements</p> <p>2.1 In accordance with Chapter NR 114.08 and 114.09, Wisconsin Administrative Code, what grade and subclass(es) were required for the operator-in-charge to operate the wastewater treatment plant and what grade and subclass(es) were held by the operator-in-charge?</p> <p>Required:</p> <div style="border: 1px solid black; padding: 5px; margin-bottom: 5px;"> <p>4 - ACEFGHIJ; A - PRIMARY SETTLING; C - ACTIVATED SLUDGE; E - DISINFECTION; F - ANAEROBIC DIGESTION; G - MECHANICAL SLUDGE; H - FILTRATION; I - PHOSPHORUS REMOVAL; J - LABORATORY</p> </div> <p>Held:</p> <div style="border: 1px solid black; padding: 5px; margin-bottom: 5px;"> <p>4 - ACEFGHIJ; 4 - A=PRIMARY SETTLING GRADE 4; C=ACTIVATED SLUDGE GRADE 4; E=DISINFECTION GRADE 4; F=ANAEROBIC DIGESTION GRADE 4; G=MECHANICAL SLUDGE GRADE 4; H=FILTRATION GRADE 4; I=PHOSPHORUS REMOVAL GRADE 4; J=LABORATORY GRADE 4</p> </div> <p>2.2 Was the operator-in-charge certified at the appropriate level to operate this plant?</p> <ul style="list-style-type: none"> <input checked="" type="radio"/> Yes (0 points) <input type="radio"/> No (20 points) 	0
<p>3. Succession Planning</p> <p>3.1 In the event of the loss of your designated operator-in-charge, did you have a contingency plan to ensure the continued proper operation and maintenance of the plant that includes one or more of the following options (check all that apply)?</p> <ul style="list-style-type: none"> <input checked="" type="checkbox"/> One or more additional certified operators on staff <input checked="" type="checkbox"/> An arrangement with another certified operator <input type="checkbox"/> An arrangement with another community with a certified operator <input checked="" type="checkbox"/> An operator on staff who has an operator-in-training certificate for your plant and is expected to be certified within one year <input type="checkbox"/> A consultant to serve as your certified operator <input type="checkbox"/> None of the above (20 points) <p>If "None of the above" is selected, please explain:</p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div>	0
<p>4. Continuing Education Credits</p> <p>4.1 If you had a designated operator-in-charge, was the operator-in-charge earning Continuing Education Credits at the following rates?</p> <p>Grades 1, 2, and 3:</p> <ul style="list-style-type: none"> <input type="radio"/> Averaging 6 or more CECs per year. <input type="radio"/> Averaging less than 6 CECs per year. <p>Grades 4 and 5:</p> <ul style="list-style-type: none"> <input checked="" type="radio"/> Averaging 8 or more CECs per year. <input type="radio"/> Averaging less than 8 CECs per year. 	

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

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Wausau Water Works Ww Treatment Facility

Last Updated: Reporting For:
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Financial Management

<p>1. Provider of Financial Information</p> <p>Name: <input style="width: 150px;" type="text" value="Debra Geier"/></p> <p>Telephone: <input style="width: 150px;" type="text" value="715-261-7262"/> (XXX) XXX-XXXX</p> <p>E-Mail Address (optional): <input style="width: 300px;" type="text" value="deb.geier@ci.wausau.wi.us"/></p>																									
<p>2. Treatment Works Operating Revenues</p> <p>2.1 Are User Charges or other revenues sufficient to cover O&M expenses for your wastewater treatment plant AND/OR collection system ?</p> <p><input checked="" type="radio"/> Yes (0 points)</p> <p><input type="radio"/> No (40 points)</p> <p>If No, please explain:</p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div> <p>2.2 When was the User Charge System or other revenue source(s) last reviewed and/or revised?</p> <p>Year: <input style="width: 80px;" type="text" value="2015"/></p> <p><input checked="" type="radio"/> 0-2 years ago (0 points)</p> <p><input type="radio"/> 3 or more years ago (20 points)</p> <p><input type="radio"/> N/A (private facility)</p> <p>2.3 Did you have a special account (e.g., CWFP required segregated Replacement Fund, etc.) or financial resources available for repairing or replacing equipment for your wastewater treatment plant and/or collection system?</p> <p><input checked="" type="radio"/> Yes (0 points)</p> <p><input type="radio"/> No (40 points)</p>	0																								
<p>REPLACEMENT FUNDS [PUBLIC MUNICIPAL FACILITIES SHALL COMPLETE QUESTION 3]</p>																									
<p>3. Equipment Replacement Funds</p> <p>3.1 When was the Equipment Replacement Fund last reviewed and/or revised?</p> <p>Year: <input style="width: 80px;" type="text" value="2014"/></p> <p><input checked="" type="radio"/> 1-2 years ago (0 points)</p> <p><input type="radio"/> 3 or more years ago (20 points)</p> <p><input type="radio"/> N/A</p> <p>If N/A, please explain:</p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div>																									
<p>3.2 Equipment Replacement Fund Activity</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">3.2.1 Ending Balance Reported on Last Year's CMAR</td> <td style="width: 5%;"></td> <td style="width: 5%; text-align: right;">\$</td> <td style="width: 30%; text-align: right;"><input style="width: 150px;" type="text" value="1,337,307.71"/></td> </tr> <tr> <td>3.2.2 Adjustments - if necessary (e.g. earned interest, audit correction, withdrawal of excess funds, increase making up previous shortfall, etc.)</td> <td></td> <td style="text-align: right;">\$</td> <td style="text-align: right;"><input style="width: 150px;" type="text" value="0.00"/></td> </tr> <tr> <td>3.2.3 Adjusted January 1st Beginning Balance</td> <td></td> <td style="text-align: right;">\$</td> <td style="text-align: right;"><input style="width: 150px;" type="text" value="1,337,307.71"/></td> </tr> <tr> <td>3.2.4 Additions to Fund (e.g. portion of User Fee, earned interest, etc.)</td> <td style="text-align: center;">+</td> <td style="text-align: right;">\$</td> <td style="text-align: right;"><input style="width: 150px;" type="text" value="131,894.95"/></td> </tr> <tr> <td>3.2.5 Subtractions from Fund (e.g., equipment replacement, major repairs - use description box 3.2.6.1 below*)</td> <td style="text-align: center;">-</td> <td style="text-align: right;">\$</td> <td style="text-align: right;"><input style="width: 150px;" type="text" value="0.00"/></td> </tr> <tr> <td>3.2.6 Ending Balance as of December 31st for CMAR Reporting Year</td> <td></td> <td style="text-align: right;">\$</td> <td style="text-align: right;"><input style="width: 150px;" type="text" value="1,469,202.66"/></td> </tr> </table>	3.2.1 Ending Balance Reported on Last Year's CMAR		\$	<input style="width: 150px;" type="text" value="1,337,307.71"/>	3.2.2 Adjustments - if necessary (e.g. earned interest, audit correction, withdrawal of excess funds, increase making up previous shortfall, etc.)		\$	<input style="width: 150px;" type="text" value="0.00"/>	3.2.3 Adjusted January 1st Beginning Balance		\$	<input style="width: 150px;" type="text" value="1,337,307.71"/>	3.2.4 Additions to Fund (e.g. portion of User Fee, earned interest, etc.)	+	\$	<input style="width: 150px;" type="text" value="131,894.95"/>	3.2.5 Subtractions from Fund (e.g., equipment replacement, major repairs - use description box 3.2.6.1 below*)	-	\$	<input style="width: 150px;" type="text" value="0.00"/>	3.2.6 Ending Balance as of December 31st for CMAR Reporting Year		\$	<input style="width: 150px;" type="text" value="1,469,202.66"/>	
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Wausau Water Works Ww Treatment Facility

Last Updated: Reporting For:
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All Sources: This ending balance should include all Equipment Replacement Funds whether held in a bank account(s), certificate(s) of deposit, etc.

3.2.6.1 Indicate adjustments, equipment purchases, and/or major repairs from 3.2.5 above.

3.3 What amount should be in your Replacement Fund? \$

Please note: If you had a CWFPP loan, this amount was originally based on the Financial Assistance Agreement (FAA) and should be regularly updated as needed. Further calculation instructions and an example can be found by clicking the HELP link under Info in the left-side menu.

3.3.1 Is the December 31 Ending Balance in your Replacement Fund above, (#3.2.6) equal to, or greater than the amount that should be in it (#3.3)?

Yes

No

If No, please explain.

4. Future Planning

4.1 During the next ten years, will you be involved in formal planning for upgrading, rehabilitating, or new construction of your treatment facility or collection system?

Yes - If Yes, please provide major project information, if not already listed below.

No

Project #	Project Description	Estimated Cost	Approximate Construction Year
1	Rehab Digester Mixing/Heating System	1100000	2015
2	Secondary Digester Mixing System	500000	2015
3	MCC1 & Plant Wiring Upgrades	80000	2015
4	RAS Pump Replacement	75000	2015
5	Sand Filter Sand & Rehab	50000	2015
6	Industrial Park Lift Station (3rd pump and bar screen)2015-2017	310000	2015
7	N 11th Street Reconstruction	30000	2015
8	7th Street Reconstruction	25000	2015
9	Grant Street Reconstruction	25000	2015
10	Crocker Street Reconstruction	30000	2015
11	Eldred Street Reconstruction	40000	2015
12	Callon Street Reconstruction	80000	2015
13	Roofs/Grit Building Dome 2016-2017	500000	2016
14	Digester Cover Replacement/Repair/Insulation	2150000	2016
15	Primary Clarifier Rehab 2016/2018	670000	2016
16	Washwater Discharge Lines & P Monitor	100000	2016
17	Plant Maintenance Safety, Security 2016/2018	97000	2016
18	Pull Behind Spreader	40000	2016
19	Replace Primary Sludge Pumps 2016-2017	60000	2016
20	Replace Poly Mixing Systems 2016-2017	120000	2016
21	Main Building HVAC	13500	2016
22	Cleveland Ave Lift Station	200000	2016
23	72nd Ave Lift Station	180000	2016
24	Lift Station Control Panel Upgrades 2016-2017	20000	2016
25	Northwestern Lift Station	85000	2016
26	Backup Generator Upgrades 2016/2018/2020	175000	2016

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27	Hawthorne Ln Lift Station	150000	2016
28	Gateway Meter Reading Upgrade 2015/2016	80000	2015
29	Sewer Sliplining (annual)	350000	2015
30	Thomas St. Reconstruction	300000	2016
31	Chicago Ave Reconstruction	200000	2016
32	2nd St. Reconstruction	35000	2016
33	Northwestern Avenue Extension	80000	2016
34	Washington St. Reconstruction	100000	2016
35	Kent St Reconstruction	160000	2016
36	3rd Ave Reconstruction	175000	2016
37	Randolph St. Reconstruction	260000	2016
38	Hawthorn Lane Extension	50000	2016
39	WWTP Paving	100000	2017
40	Tuck Pointing - 2nd Floor Press Room	100000	2017
41	Aeration Tanks Auto Actuator Valve	100000	2017
42	Security Camera and Gate Controls	100000	2017
43	Washwater Filter	50000	2017
44	Clarifier Discharge Pipe Painting	50000	2017
45	Industrial Park Lift Station	250000	2017
46	Crocker St. Lift Station	200000	2017
47	Lift Station Forcemain Cleaning 2017/2019	200000	2017
48	Interceptor Line MH Reconstruction 2017/2019	750000	2017
49	Ethel St Rehab	15000	2017
50	Bertha St Reconstruction	25000	2017
51	Henrietta St Reconstruction	50000	2017
52	Sludge Dewatering System	1700000	2018
53	Pipe ID/Painting	25000	2018
54	Townline Lift Station	180000	2019
55	Rehab 2 Filter Presses	350000	2019
56	Plant Boiler Replacement	200000	2019
57	Bypass Valve Reconstructoin	100000	2019
58	Aeration Tanks - Gut Pre-Mix Lines	80000	2019
59	Gravity Belt Thickener	300000	2020
60	Phosphorus Removal Upgrades	750000	2020
61	Airport Lift Station Bar Screen	300000	2020
62	Plant Computer Software	30000	2019
63	McClellan Street Reconstruction	170000	2019
64	Pine Ridge Blvd Reconstruction	150000	2020
65	Bridge St. Reconstruction	150000	2020
66	Cedar St Reconstruction	20000	2018
67	Townline Lift Station Forecemain	30000	2018
68	Scott Street Reconstruction	75000	2018

5. Financial Management General Comments

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Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

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Wausau Water Works Ww Treatment Facility

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Sanitary Sewer Collection Systems

1. CMOM Program

1.1 Do you have a Capacity, Management, Operation & Maintenance (CMOM) requirement in your WPDES permit?

Yes

No

1.2 Did you have a documented (written records/files, computer files, video tapes, etc.) sanitary sewer collection system operation & maintenance (O&M) or CMOM program last calendar year?

Yes (Continue with question 1)

No (30 points) (Go to question 2)

1.3 Check the elements listed below that are included in your O&M or CMOM program.

Goals

Describe the specific goals you have for your collection system:

I&I reduction, avoid SSO's, update aging portions of system, reduce backup problems

Organization

Do you have the following written organizational elements (check only those that apply)?

Ownership and governing body description

Organizational chart

Personnel and position descriptions

Internal communication procedures

Public information and education program

Legal Authority

Do you have the legal authority for the following (check only those that apply)?

Sewer use ordinance Last Revised Date (MM/DD/YYYY) 01/01/2015

Pretreatment/industrial control Programs

Fat, oil and grease control

Illicit discharges (commercial, industrial)

Private property clear water (sump pumps, roof or foundation drains, etc.)

Private lateral inspections/repairs

Service and management agreements

Maintenance Activities (provide details in question 2)

Design and Performance Provisions

How do you ensure that your sewer system is designed and constructed properly?

State plumbing code

DNR NR 110 standards

Local municipal code requirements

Construction, inspection, and testing

Others:

Overflow Emergency Response Plan:

Does your emergency response capability include (check only those that apply)?

Alarm system and routine testing

Emergency equipment

Emergency procedures

Communications/notifications (DNR, internal, public, media, etc.)

Capacity Assurance:

How well do you know your sewer system? Do you have the following?

Current and up-to-date sewer map

Sewer system plans and specifications

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<input checked="" type="checkbox"/> Manhole location map <input checked="" type="checkbox"/> Lift station pump and wet well capacity information <input checked="" type="checkbox"/> Lift station O&M manuals Within your sewer system have you identified the following? <input checked="" type="checkbox"/> Areas with flat sewers <input type="checkbox"/> Areas with surcharging <input checked="" type="checkbox"/> Areas with bottlenecks or constrictions <input checked="" type="checkbox"/> Areas with chronic basement backups or SSOs <input checked="" type="checkbox"/> Areas with excess debris, solids, or grease accumulation <input checked="" type="checkbox"/> Areas with heavy root growth <input checked="" type="checkbox"/> Areas with excessive infiltration/inflow (I/I) <input checked="" type="checkbox"/> Sewers with severe defects that affect flow capacity <input checked="" type="checkbox"/> Adequacy of capacity for new connections <input type="checkbox"/> Lift station capacity and/or pumping problems <input checked="" type="checkbox"/> Annual Self-Auditing of your O&M/CMOM Program to ensure above components are being implemented, evaluated, and re-prioritized as needed <input checked="" type="checkbox"/> Special Studies Last Year (check only those that apply): <input type="checkbox"/> Infiltration/Inflow (I/I) Analysis <input type="checkbox"/> Sewer System Evaluation Survey (SSES) <input type="checkbox"/> Sewer Evaluation and Capacity Management Plan (SECAP) <input type="checkbox"/> Lift Station Evaluation Report <input type="checkbox"/> Others: <div style="border: 1px solid black; height: 20px; width: 100%; margin-top: 5px;"></div>	0
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2. Operation and Maintenance

2.1 Did your sanitary sewer collection system maintenance program include the following maintenance activities? Complete all that apply and indicate the amount maintained.

Cleaning	<input style="width: 80%;" type="text" value="23.6"/>	% of system/year
Root removal	<input style="width: 80%;" type="text" value="2.7"/>	% of system/year
Flow monitoring	<input style="width: 80%;" type="text" value="0"/>	% of system/year
Smoke testing	<input style="width: 80%;" type="text" value="0"/>	% of system/year
Sewer line televising	<input style="width: 80%;" type="text" value="9.0"/>	% of system/year
Manhole inspections	<input style="width: 80%;" type="text" value="10"/>	% of system/year
Lift station O&M	<input style="width: 80%;" type="text" value="14"/>	# per L.S./year
Manhole rehabilitation	<input style="width: 80%;" type="text" value="0.48"/>	% of manholes rehabbed
Mainline rehabilitation	<input style="width: 80%;" type="text" value="1.2"/>	% of sewer lines rehabbed
Private sewer inspections	<input style="width: 80%;" type="text" value="0.014"/>	% of system/year
Private sewer I/I removal	<input style="width: 80%;" type="text" value="0.014"/>	% of private services

Please include additional comments about your sanitary sewer collection system below:

3. Performance Indicators

3.1 Provide the following collection system and flow information for the past year.

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40.89	Total actual amount of precipitation last year in inches
32.4	Annual average precipitation (for your location)
221	Miles of sanitary sewer
24	Number of lift stations
1	Number of lift station failures
22	Number of sewer pipe failures
13	Number of basement backup occurrences
13	Number of complaints
5.54	Average daily flow in MGD (if available)
8.37	Peak monthly flow in MGD (if available)
19.85	Peak hourly flow in MGD (if available)
3.2 Performance ratios for the past year:	
0.04	Lift station failures (failures/year)
0.10	Sewer pipe failures (pipe failures/sewer mile/yr)
0.01	Sanitary sewer overflows (number/sewer mile/yr)
0.06	Basement backups (number/sewer mile)
0.06	Complaints (number/sewer mile)
1.5	Peaking factor ratio (Peak Monthly: Annual Daily Avg)
3.6	Peaking factor ratio (Peak Hourly: Annual Daily Avg)

4. Overflows

LIST OF SANITARY SEWER (SSO) AND TREATMENT FACILITY (TFO) OFERFLOWS REPORTED **				
	Date	Location	Cause	Estimated Volume (MG)
0	4/13/2014 11:30:00 PM - 4/15/2014 9:45:00 AM	Forcemain north of lift station at intersection of Sherman St & Central Drive.	Powerout, Broken Sewer, Broken Sewer, Flooding	0.0015 - 0.0015
1	4/27/2014 11:00:00 PM - 4/28/2014 8:30:00 AM	Lift station valve pit, in roadway, by 316 E. Kent St.	Broken Sewer, Broken Sewer	0.01 - 0.01
2	9/4/2014 11:30:00 PM - 9/5/2014 6:00:00 AM	TFO at WWTP at Aeration Tank Discharge Channel	Rain	0.30 - 0.30

** If there were any SSOs or TFOs that are not listed above, please contact the DNR and stop work on this section until corrected.

What actions were taken, or are underway, to reduce or eliminate SSO or TFO occurrences in the future?

Update lift stations, completed final clarifier rehab at WWTP, maintain larger storm water intake structures (on-going)

5. Infiltration / Inflow (I/I)

5.1 Was infiltration/inflow (I/I) significant in your community last year?

- Yes
- No

If Yes, please describe:

Flow increases with storm events

5.2 Has infiltration/inflow and resultant high flows affected performance or created problems in your collection system, lift stations, or treatment plant at any time in the past year?

- Yes
- No

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<p>If Yes, please describe:</p> <p>High flows contributed to TFO at Wastewater Plant on September 4th & 5th, 2014.</p> <p>5.3 Explain any infiltration/inflow (I/I) changes this year from previous years:</p> <p>Overall, infiltration/inflow is consistent with previous years under similar storm events</p> <p>5.4 What is being done to address infiltration/inflow in your collection system?</p> <p>Repairs to system as they are identified (manhole reconstruction, replacing missing inspection plates, etc) and Mainline rehab including CIPP and sewer reconstruction projects</p>	
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Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

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Wausau Water Works Ww Treatment Facility

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Grading Summary

WPDES No: 0025739

SECTIONS	LETTER GRADE	GRADE POINTS	WEIGHTING FACTORS	SECTION POINTS
Influent	A	4	3	12
BOD/CBOD	A	4	10	40
TSS	A	4	5	20
Phosphorus	A	4	3	12
Biosolids	A	4	5	20
Staffing/PM	B	3	1	3
OpCert	A	4	1	4
Financial	A	4	1	4
Collection	A	4	3	12
TOTALS			32	127
GRADE POINT AVERAGE (GPA) = 3.97				

Notes:

- A = Voluntary Range (Response Optional)
- B = Voluntary Range (Response Optional)
- C = Recommendation Range (Response Required)
- D = Action Range (Response Required)
- F = Action Range (Response Required)

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Resolution or Owner's Statement

Name of Governing
Body or Owner:

Date of Resolution or
Action Taken:

Resolution Number:

ACTIONS SET FORTH BY THE GOVERNING BODY OR OWNER RELATING TO SPECIFIC CMAR SECTIONS (Optional for grade A or B. Required for grade C, D, or F. Regardless of grade, required for Collection Systems if SSOs were reported):

Influent Flow and Loadings: Grade = A

Effluent Quality: BOD: Grade = A

Effluent Quality: TSS: Grade = A

Effluent Quality: Phosphorus: Grade = A

Biosolids Quality and Management: Grade = A

Staffing: Grade = B

Operator Certification: Grade = A

Financial Management: Grade = A

Collection Systems: Grade = A

ACTIONS SET FORTH BY THE GOVERNING BODY OR OWNER RELATING TO THE OVERALL GRADE POINT AVERAGE AND ANY GENERAL COMMENTS (Optional for G.P.A. greater than or equal to 3.00, required for G.P.A. less than 3.00)

G.P.A. = 3.97

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

**JOINT RESOLUTION OF PARKING & TRAFFIC COMMITTEE AND
FINANCE COMMITTEE**

Authorizing execution of a five (5) year lease between the City of Wausau and Trolley Quarter Flats Limited Partnership (“Lessee”) to provide additional parking for Lessee at City owned property at the Community Gardens.

Committee Action: P&T: Approved 4- 1
Finance: Approved 4-0

Fiscal Impact: One lease payment of \$2,500

File Number: 10-0305

Date Introduced: August 11, 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:</i>
	<i>One-time Costs:</i>	Yes <input checked="" 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 checked="" type="checkbox"/> No <input type="checkbox"/>	<i>Amount: \$2,500</i>
	<i>Grant Financed:</i>	Yes <input type="checkbox"/> No <input type="checkbox"/>	<i>Amount:</i>
	<i>Debt Financed:</i>	Yes <input type="checkbox"/> No <input type="checkbox"/>	<i>Amount</i> <i>Annual Retirement</i>
	<i>TID Financed:</i>	Yes <input type="checkbox"/> No <input type="checkbox"/>	<i>Amount:</i>
	<i>TID Source: Increment Revenue</i> <input type="checkbox"/> <i>Debt</i> <input type="checkbox"/> <i>Funds on Hand</i> <input type="checkbox"/> <i>Interfund Loan</i> <input type="checkbox"/>		

RESOLUTION

WHEREAS, the City of Wausau (“Lessor”) is the owner of record of certain property located in the City of Wausau bounded by Bridge Street on the north, North 1st Street on the west, North 2nd Street on the east and DeKalb Street on the south, (“Property”); and

WHEREAS, Trolley Quarter Flats Limited Partnership (“Lessee”) is the owner, lessor, and operator of certain residential apartment units located within the City of Wausau known as the Trolley Quarter Flats; and

WHEREAS, Lessee desires to lease from Lessor, and Lessor desires to lease to Lessee a portion of such Property owned by Lessor for the parking of motor vehicles by the residents of Lessee; and

WHEREAS, the parties have negotiated a five (5) year lease to provide for additional parking for the residents of Lessee on the Property providing, among other things, for a one time lump sum payment from Lessee to Lessor of Two Thousand Five Hundred and No/100 (Dollars (\$2,500.00)); and

WHEREAS, Lessor will prepare, pave and maintain the asphalt parking areas that are the subject of the Lease and Lessee will be responsible for the cost of snow removal from the premises; and

WHEREAS, your Parking & Traffic Committee, at their June 18, 2015, meeting, and the Finance Committee, at their July 14, 2015, meeting recommend that the lease, a copy of which is attached hereto and incorporated herein as "Exhibit 1," be approved.

NOW THEREFORE BE IT RESOLVED, by the Common Council of the City of Wausau, that the Mayor is hereby authorized and directed to execute the five (5) year lease agreement with Trolley Quarter Flats Limited Partnership to provide additional parking for the residents of the Trolley Quarter Flats, a copy of which is attached hereto and incorporated herein as "Exhibit 1."

Approved:

James E. Tipple, Mayor

FINANCE COMMITTEE

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

Members Present: Oberbeck(C), Kellbach, Nutting, Mielke

Members Not Present: Nagle

Others Present: Groat, Jacobson, Giese, Kujawa, Lindman, Krohn, Schock, Werth, Tipple, Neal, Wagner, Phil Cossan, Carol Wesley.

Consider authorizing execution of a five (5) year lease between the City of Wausau and Trolley Quarter Flats Limited Partnership (“Lessee”) to provide additional parking for Lessee at City owned property at the Community Gardens

Ann Werth stated Parking & Traffic Committee has been working on a solution for this for quite some time. She explained 1st Street narrows way down by Trolley Quarter Flats. This is relief parking to be used by both the Community Gardens and Trolley Quarter Flats. The asphalt with cost approximately \$5,500 and Trolley Quarter Flats Metro Plains has agreed to pay \$2,500 for a five year lease; the city’s cost would be \$3,000. She noted they understand if a commercial project comes in that they will have to vacate it.

Motion by Nutting, second by Mielke to approve the execution of a five year lease with Trolley Quarter Flats for additional parking. Motion carried 4-0.



COMMENTS REGARDING PROPOSED
LEASE WITH TROLLEY QUARTER FLATS LIMITED PARTNERSHIP

- Numerous parking issues have arisen concerning residents and/or guests of residents at the Trolley Quarter Flats apartments as a result of vehicles parking on North 1st Street during the winter when overnight street parking is prohibited. This has significantly hampered the ability of the Department of Public Works to clear the streets of snow in this area.
- Apparently, the Trolley Quarter Flats apartments were initially approved as an “Urban Living Plan” which permitted the development to have one parking space on site designated for each apartment unit. This apparently has not provided the parking needed by the residents and their guests at the apartment complex. Ordinarily, absent the “Urban Living Plan” designation, zoning would impose upon similar developments a requirement of one and a half (1 1/2) parking spaces per unit.
- A proposal has been discussed which would provide additional parking for the benefit of the Trolley Quarter Flats on City owned property at the Community Gardens located nearby. Specifically, the City would enter into a lease with the Trolley Quarter Flats Limited Partnership (“Partnership”) providing approximately eight (8) paved parking spaces on DeKalb Street between North 2nd Street and North 1st Street and approximately fourteen (14) paved parking spaces on the east side of North 1st Street between East Bridge Street and DeKalb Street.
- The cost of the City to pave these parking areas was estimated at \$5,500.00. This amount did not include estimates for the preparation work by the City. The cost of the preparation work has now been received and it is \$9,666.59. Together with \$5,500.00 for the estimated cost of the asphalt, the total estimate for the complete job is \$15,166.59.
- At the Parking and Traffic Committee meeting on Thursday, February 19, 2015, the Committee approved staff pursuing a five year lease with the Partnership based upon a \$2,500.00 one-time rental payment to the City from the Partnership with the City agreeing to prepare, pave and maintain the asphalt parking areas and the Partnership agreeing to be responsible for snow removal. At this time, however, the estimated cost for paving was \$5,500.00.
- This office was requested to prepare a lease between the City and the Partnership for the parking spaces. However, at this time, not only is the lease presented for approval, the matter is also being brought back to the Committee for its consideration due to the increase in the estimated project costs.

LEASE AGREEMENT

This Lease, made this ____ day of _____, 2015, ("Lease"), between the City of Wausau, a municipal corporation, located in Marathon County, Wisconsin ("Lessor") and Trolley Quarter Flats Limited Partnership ("Lessee").

WHEREAS, Lessor is the owner of record of certain property located in the City of Wausau bounded by Bridge Street on the north, North 1st Street on the west, North 2nd Street on the east and DeKalb Street on the south, ("Property"), and

WHEREAS, Lessee is the owner, lessor, and operator of certain residential apartment units located within the City of Wausau known as the Trolley Quarter Flats, and

WHEREAS, Lessee desires to lease from Lessor, and Lessor desires to lease to Lessee a portion of such Property owned by Lessor for the parking of motor vehicles.

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Premises. The premises which are subject to this Lease consist of that portion of the Property depicted on Exhibit 1 attached hereto and made a part hereof ("Premises") to be used as a parking lot for the parking of passenger type motor vehicles by residents of the Trolley Quarter Flats.
2. Term/Commencement. Lessor hereby leases to Lessee the Premises, for a term of five (5) years, commencing on July 1, 2015, and ending on June 30, 2020, subject to the termination provisions set forth in paragraph 9. The Lessee's use of the Premises under this Lease is not exclusive and the Lessor shall have free use of and access to the Premises.
3. Rent. The rental for the use of the Premises shall be a one time payment of Two Thousand Five Hundred and No/100 Dollars (\$2,500.00), to be paid by Lessee within five (5) business days of the execution of this Lease.

4. Use. Lessee shall use the Premises as a parking lot only, for the parking of passenger type motor vehicles and no other purpose. For purposes of this Lease, passenger type motor vehicles shall exclude motor trucks, truck-tractors, trailers, semitrailers, motor busses, any other vehicle or combination of vehicles having a gross weight as defined in Section 340.01 of the Wisconsin Statutes or registered weight in excess of eight thousand pounds, unregistered, unlicensed, junk or recreational vehicles. Passenger type motor vehicles shall include motor cycles. At no time shall Lessee permit any vehicle to remain on the Premises in any state of disassembly, disrepair or in the process of being stripped or dismantled.

5. Maintenance. The Lessor shall provide maintenance of the Premises' blacktop surfaces and stall lines in a clean and presentable manner at its cost and expense. The Lessee shall be responsible to remove accumulations of snow and ice and litter from the Premises and maintain the Premises in a safe and prudent manner. Lessee shall be responsible for salting or sanding of the Premises during snow and ice conditions to ensure safe and prudent footing. Snow and ice removal and salting or sanding shall be at Lessee's cost and expense. Lessee shall use due care in removing accumulations of snow and ice from the Premises to minimize wear and tear on paving.

6. Parking Enforcement. The Lessor shall have obligation to, or responsibility for, enforcing any parking restrictions on the Premises. Lessee may post no parking or other parking limitation signs on the Premises at its sole expense with the prior written approval of Lessor.

7. Insurance. Lessee shall maintain a general liability insurance policy in the amount of \$1,000,000.00 per occurrence, \$2,000,000.00 general aggregate, for bodily injury, personal injury and property damage. Such coverage shall be primary. Prior to execution of this Lease, Lessee shall furnish to Lessor a Certificate of Insurance and upon request, certified copies of the required insurance policies. The Certificate shall name Lessor, its employees, agents, representatives, and elected or appointed officials as additional insureds. The policy of insurance shall state that coverage shall not be cancelled by the insurer in less than thirty (30) days after the insured and Lessor have received written notice of such cancellation.

8. Indemnification and Release. Lessee shall defend, indemnify and hold harmless Lessor, its employees and agents from and against all liabilities, losses, judgments, actions, suits, obligations, debts, demands, damages, penalties, claims, costs, charges and expenses, including reasonable attorneys' fees, of any kind or of any nature whatsoever which may be imposed, incurred, sustained or asserted against the

Lessor, its employees and agents by reason of any injury or death to any person, or loss, damage, or destruction of any property or loss of use thereof, or otherwise arising directly or indirectly as a result of Lessee's actions or omissions under this Lease.

Lessee hereby releases the Lessor, its employees and agents from and against all liabilities, losses, judgments, actions, suits, obligations, debts, demands, damages, penalties, claims, costs, charges and expenses, including reasonable attorneys' fees, which may arise directly or indirectly as a result of the actions or omissions of Lessee under this Lease.

9. Termination. Either party shall have the right to terminate this Lease for any reason upon thirty (30) days written notice to the other party. At the termination of this Lease, Lessee shall deliver the Premises to Lessor, its, agents, successors or assigns in as good condition as at the commencement of the term of this Lease, excepting ordinary wear and tear to the Premises, and will deliver peaceful and quiet possession to the Lessor. In the event the Premises become unusable as a parking lot due to fire, flood, or are so injured by the elements or any other cause as to be untenable and unfit for use as a parking lot, the Lessee may at its option terminate this Lease upon 10 days written notice. No refund of the rental payment shall be made to Lessee upon any termination of this Lease by Lessor or Lessee, regardless of the timing or reason for such termination.

10. Assignment and Sublease. The Lessee shall not assign the Lease, nor sublet the Premises or any part thereof, without the written consent of the Lessor.

11. Survival of Obligations. The obligations set forth in paragraph 8 shall survive the termination or expiration of this Lease.

12. Amendments. This Lease constitutes the entire agreement and understanding of the parties, and supersedes all offers, negotiations, and other agreements of any kind. There are no representations or understandings of any kind not set forth herein. Any modification of or amendment to this Lease must be in writing and executed by both parties.

13. Notices. All notices required by this Lease to be in writing shall be deemed given upon receipt by a party and given either by personal delivery or prepaid, first class mail sent to Lessee, in care of the City Clerk, City Hall, 407 Grant Street, Wausau, Wisconsin 54403, and to Lessor in care of Trolley Quarter Flats Limited Partnership, _____.

Notices shall be effective upon delivery or refusal of delivery at the above specified address. Changes in respective address may be made from time to time by written notice.

14. Severability. If any portion of this Lease shall become illegal, null or void or against public policy, for any reason, or shall be held to be invalid or unenforceable by any court of competent jurisdiction, the remaining portions of this Lease shall not be affected thereby and shall remain in full force and effect to the fullest extent permissible by law.

15. Waiver. The failure of either party to enforce any of the provisions of this Lease shall not be construed as a waiver of such provision or of the right of the party thereafter to enforce each and every such provision.

16. Authority to Bind. The undersigned General Partner of Lessee represents and warrants that he/she/it is fully authorized and empowered to enter into this Lease and that the performance of Lessee's obligations under this Lease will not violate any agreement between Lessee and any other person, firm, or organization.

[Signatures follow on next page.]

IN WITNESS WHEREOF, the parties have caused this Lease to be executed on the date first above written.

CITY OF WAUSAU (LESSOR)

BY: _____
James E. Tipple, Mayor

Attest:

Toni Rayala, Clerk

TROLLEY QUARTER FLATS LIMITED
PARTNERSHIP (LESSEE)

BY: _____

Name: _____

Its: General Partner

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

RESOLUTION OF THE PUBLIC HEALTH & SAFETY COMMITTEE	
Approving or Denying Various Licenses as Indicated	
Committee Action:	Approved 5-0
Fiscal Impact:	None
File Number:	15-0108
Date Introduced:	August 11, 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, your Public Health and Safety Committee considered certain license applications at its July 20, 2015 meeting and has made recommendations that are attached hereto in the meeting minutes and recommends these actions to the Council for its approval, now therefore

BE IT RESOLVED by the Common Council of the City of Wausau that the City Clerk be hereby authorized to issue the licenses on the attached list, incorporated as part of this resolution, according to recommendations made by the Public Health & Safety Committee and upon successful completion and acceptable proof that all applicable state and municipal regulations and requirements have been met by the applicants.

Approved:

James E. Tipple, Mayor

CLERK'S REPORT TO PUBLIC HEALTH & SAFETY COMMITTEE

July 20, 2015 Meeting

AGENDA ITEM

Approve or deny various licenses as indicated on the attached summary report of all applications received.

ADDITIONAL INFORMATION

Applications as listed have or will have a background check run by staff and reviewed by the Police Chief or his designee. Applications marked pending will have a status update at the meeting. In accordance with city ordinance, **all permits approved are held for debts owed to the city until the debt is paid in full.**

1. There are five **denial recommendations** for Operator's Licenses. Three are new applicants: Susan Green, Jordan Nead, and Kevin Rutkowski. Two are renewals: Desmariegh Meyer and Rebecca Weber. *Special Notes by Hagenbucher: Jordan Nead was denied based on an open arrest warrant in Marathon County and he indicated he would approve after he complies with warrant. Desmariegh Meyer is denied until her pending charges are resolved.*
2. **Class B Beer & Liquor:** Jim's Corner Pub is a late renewal and he is currently operating on a Provisional Retail. A. D. Coffee House LLC, is taking over Allister Deacons in Washington Square and Cop Shoppe LTD is taking over the Cop Shoppe Pub. Both were recommended for approval at the Liquor License Review Subcommittee.
3. **Class A Beer:** Shopko Stores Operating Co., has applied for a license for the store located at 200 S 18th Ave.
4. J. Gumbo's, 316 N Third St, and Patina Coffeehouse, 610 Washington St, have applied for **Sidewalk Café Permits**. J. Gumbo's with alcohol service and Patina Coffeehouse without alcohol. Downtown Grocery.com is renewing their permit without alcohol.
5. Miscellaneous licenses for Amusement Device Distributors, Picnic license YWCA for Guys Who Grill, Change of Agent for Kwik Trip, and Pet Fancier permits.
6. **Special Event** Class I: Susan G Komen Race for the Cure, August; Class II: Wausau Walk to end Alzheimer's in September and Chase N' Chocolate 5K in 2016.

STAFF RECOMMENDATION

Staff recommendation is to approve or deny as indicated on the summary report including those that may be introduced at the meeting. Please let me know if you have any question regarding any license applications listed.

Mary Goede, Deputy Clerk

Date of Report: July 17, 2015

(715) 261-6620

PUBLIC HEALTH & SAFETY COMMITTEE

Date and Time: Monday, June 15, 2015 at 5:15 pm, (Council Chambers)

Members Present: Rasmussen (C), Wagner, Gisselman, Kellbach, Neal

Others Present: Alfonso, Hardel, Kujawa, Rayala, Goede, Stratz, Groat, Randy & Tana Scobel, Richard & Mary Gordon, Patricia Alalawneh, Rod Carlson, Tami Ness, Susan Green, Kevin Rutkowski

Consider various license applications.

Rasmussen indicated there were several Operator's License applications that were recommended for denial, including Susan Green, Jordan Nead, Kevin Rutkowski, Desmareigh Meyer, and Rebecca Weber.

Kevin Rutkowski addressed the committee stating he understood the severity of his crime and has done a lot since then to better his life. The accident happened 13 years ago and since then he has gone back to school and earned a couple degrees and now has an opportunity for promotion to manager at his job which requires the Operator's License. He stated he has not had alcohol since the night of his accident in 2003. Chief Hardel noted the accident resulted in a 2005 felony conviction of Homicide by Intoxicated Use of a Motor Vehicle. He and Alfonso interpreted the statutes to provide that a felony conviction which substantially relates to the licensed activity (bartending) would preclude an individual from holding an Operator's License. Rutkowski commented he wouldn't actually be bartending, he just needed to have the license to be the manager.

Susan Green addressed the committee stating she has held a bartender license in the Town of Stettin for the last two years. She indicated she had a misdemeanor possession of THC in 2001 due to circumstances with her husband, but she has never smoked pot herself. The other charges were for worthless checks and welfare fraud which was back in the 1980's and she has had a clean record since. She stated she was a Criminal Justice student and worked for Human Service. Hardel stated Ms. Green has two felony convictions of public assistance fraud and worthless checks, as well as the possession conviction.

It was noted that Rebecca Weber, Desmareigh Meyer and Jordan Nead were not present.

Rasmussen reviewed the list of special event applications, noting many of the authorization forms had not yet come back at the time of the packet mailing. Goede indicated many are coming back in now and are approved. Rasmussen suggested approval contingent upon the return of the authorization forms. Wagner requested a letter be sent to event organizers to ensure they apply in a timely manner and meet the deadlines.

Neal requested that Kevin Rutkowski and Susan Green be voted on separately from the license batch.

Motion by Neal, second by Gisselman to approve or deny various license applications as recommended by staff and that special events be approved contingent upon departmental review. Motion carried 5-0

Motion by Neal, second by Gisselman to approve the Operator's License for Susan Green. Neal felt that Ms. Green has gone 20 years without any charges and therefore should be given consideration. Gisselman asked Alfonso for an opinion and she explained the statutes in terms of what may be considered substantially related. Motion failed 2-3.

Motion by Neal, second by Gisselman to approve the Operator's License for Kevin Rutkowski. Neal wanted to give him an opportunity to move forward from this one incident. Motion failed 1-4.

Request for permission to hold outdoor party, July 25, 2015 (Bob & Randy's Bar)

Rasmussen noted the committee has approved this outdoor party the last couple years and the owners have been very good about notifying neighbors. Tana Scobel stated they are proposing to start about 2:00 pm and will have a polka band and food. They will wrist band for alcohol and she would personally be present. There were no problems with the previous events.

Motion by Neal, second by Kellbach to approve the outdoor party at Bob & Randy's Bar. Motion carried 5-0.

Request for Premise Amendment for Outdoor Beer Garden & possible occasional outdoor entertainment (M&R Station)

Richard Gordon, owner, provided pictures of the enclosed fenced beer garden and indicated there would be security out there. He indicated they would like to eventually have music out there once or twice a month which would be done by 8 or 9:00 in the evening. Kujawa questioned if the garden had appropriate exits and Gordon indicated there was a gate on the north side. Hardel suggested they meet with Lt Matt Barnes to discuss how the Police Department handles noise complaints.

Motion by Neal, second by Kellbach to approve the premise amendment and outdoor entertainment for M&R Station. Motion carried 5-0.

HEALTH AND SAFETY LIST
 ALL LICENSES
 JULY 20, 2015

 REPORT ID: LRS530I
 RUN DATE: 8/06/15
 RUN TIME: 8:45:54

<u>NAME</u> <u>ADDRESS</u>	<u>RECORD</u> <u>YEAR</u>	<u>APPLICATION</u> <u>DATE</u>	<u>EVENT START</u> <u>DATE</u>	<u>EXPIRATION</u> <u>DATE</u>	<u>REVOCAATION</u> <u>DATE</u>	<u>BUSINESS NAME</u>	<u>LICENSE TYPE</u>	<u>APR</u>	<u>DEN</u>	<u>PEN</u>	<u>OWES</u> <u>DEBT</u>
COP SHOPPE LTD 528 FRANKLIN ST WAUSAU, WI 54403	2015	6/29/2015	7/01/2015	6/30/2016		COP SHOPPE PUB	AMUSEMENT DEVICES	___	___	___	___
JIM'S CORNER PUB LLC 3102 FALCON WAY WAUSAU, WI 54401	2015	6/12/2015	7/01/2015	6/30/2016		JIM'S CORNER PUB	AMUSEMENT DEVICES	___	___	___	___
REDBOX AUTOMATED RETAIL LLC ONE TOWER LN STE 900 OAKBROOK TERR, IL 60181	2015	7/10/2015	7/01/2015	6/30/2016		REDBOX AUTOMATED RET	AMUSEMENT DEVICES	___	___	___	___
REDBOX AUTOMATED RETAIL LLC ONE TOWER LN STE 900 OAKBROOK TERR, IL 60181	2015	7/10/2015	7/01/2015	6/30/2016		REDBOX AUTOMATED RET	AMUSEMENT DEVICES	___	___	___	___
REDBOX AUTOMATED RETAIL LLC ONE TOWER LN STE 900 OAKBROOK TERR, IL 60181	2015	7/10/2015	7/01/2015	6/30/2016		REDBOX AUTOMATED RET	AMUSEMENT DEVICES	___	___	___	___
REDBOX AUTOMATED RETAIL LLC ONE TOWER LN STE 900 OAKBROOK TERR, IL 60181	2015	7/10/2015	7/01/2015	6/30/2016		REDBOX AUTOMATED RET	AMUSEMENT DEVICES	___	___	___	___
OLSON ENTERPRISES & INVESTMENT 5604 MUNICIPAL ST SCHOFIELD, WI 54476	2015	7/10/2015	7/01/2015	6/30/2016		MIDWEST AMUSEMENTS	AMUSEMENT DEVICE DISTRIBU	___	___	___	___
REDBOX AUTOMATED RETAIL LLC ONE TOWER LN STE 900 OAKBROOK TERR, IL 60181	2015	6/24/2015	7/01/2015	6/30/2016		REDBOX AUTOMATED RET	AMUSEMENT DEVICE DISTRIBU	___	___	___	___
WAUSAU COIN MACHINE INC 1020 LOMAR DR WAUSAU, WI 54401	2015	6/24/2015	7/01/2015	6/30/2016		WAUSAU COIN MACHINE	AMUSEMENT DEVICE DISTRIBU	___	___	___	___
SHOPKO STORES OPERATING CO., L 700 PILGRIM WAY P0 BOX 19060 GREEN BAY, WI 54307-9060	2015	7/13/2015	7/01/2015	6/30/2016		SHOPKO 079	CLASS A BEER	___	___	___	___
A.D. COFFEE HOUSE, LLC 1211 ARTHUR ST WAUSAU, WI 54403	2015	6/15/2015	7/01/2015	6/30/2016		ALLISTER DEACON'S	CLASS B BEER & LIQUOR	___	___	___	___
COP SHOPPE LTD 528 FRANKLIN ST WAUSAU, WI 54403	2015	6/29/2015	7/01/2015	6/30/2016		COP SHOPPE PUB	CLASS B BEER & LIQUOR	___	___	___	___
JIM'S CORNER PUB LLC 3102 FALCON WAY WAUSAU, WI 54401	2015	6/12/2015	7/01/2015	6/30/2016		JIM'S CORNER PUB	CLASS B BEER & LIQUOR	___	___	___	___

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YWCA OF WAUSAU 613 5TH ST WAUSAU, WI 54403	2015	7/16/2015	8/02/2015	8/02/2015		GUYS WHO GRILL	TEMP CLASS B RETAILER	___	___	___	___
ANDERSON, NICOLE B 3725 WESTON PINES LN 202 WESTON, WI 54476	2015	6/24/2015		6/30/2016		CAMPUS PUB	OPERATOR NEW	___	___	___	___
BANKS, CHRISTOPHER J 2147 DORIE LN MOSINEE, WI 54455	2015	6/22/2015		6/30/2016		KWIK TRIP #851	OPERATOR NEW	___	___	___	___
BARTELT, AMBER 912 PLISCH ST APT 23 ATHENS, WI 54411	2015	6/22/2015	6/02/2015	6/30/2016		KWIK TRIP #851	OPERATOR NEW	___	___	___	___
BERGER, NICHOLE M 286 BURMA RD MOSINEE, WI 54455	2015	6/17/2015		6/30/2016		KWIK TRIP #728	OPERATOR NEW	___	___	___	___
CHANG, VA KATIE 3214 TERRACE CT APT 3 WAUSAU, WI 54401	2015	6/16/2015		6/30/2016		TRIG'S WAUSAU	OPERATOR NEW	___	___	___	___
DAVIS, ANGAILICA M 316 1/2 MAIN ST APT 1 MOSINEE, WI 54455	2015	7/02/2015		6/30/2016		JIM'S CORNER PUB	OPERATOR NEW	___	___	___	___
ELLIOTT, KYLE D 1002 STEUBEN STREET WAUSAU, WI 54403	2015	6/19/2015		6/30/2016		INTERMISSION	OPERATOR NEW	___	___	___	___
GREEN, SUSAN D 915 GENRICH ST APT #1 WAUSAU, WI 54403	2015	6/05/2015		3/31/2020		WHISKEY RIVER BAR &	OPERATOR NEW	___	___	___	___
KAUFMAN, GORDON W PO BOX 491 WAUSAU, WI 54402-0491	2015	7/07/2015		6/30/2016		R-STORE #31	OPERATOR NEW	___	___	___	___
KISLOW, KELSEY J 902 N 7TH AVE WAUSAU, WI 54401	2015	6/26/2015		6/30/2016		BUFFALO WILD WINGS	OPERATOR NEW	___	___	___	___
KOPLIN, AMANDA M W9754 APPLE AVE WITHEE, WI 54498	2015	7/02/2015		6/30/2016		CROSSROADS COUNTY MA	OPERATOR NEW	___	___	___	___
KRAMAR, TIMOTHY R 8101 1/2 WOODLAND DR WAUSAU, WI 54401	2015	6/16/2015		6/30/2016		R-STORE #34	OPERATOR NEW	___	___	___	___
LECHLEITNER, SARAH 906 LEON ST ROTHSCHILD, WI 54474	2015	7/08/2015		6/30/2016		BULL FALLS BREWERY	OPERATOR NEW	___	___	___	___

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MCDONNELL, CAROLYN C 12 NORTH HILL ROAD WAUSAU, WI 54403	2015	6/18/2015		6/30/2016		APPLEBEE'S NEIGHBORH	OPERATOR NEW	___	___	___	___
MORA, BRANDON P 1424 N 16TH AVE APT 1 WAUSAU, WI 54401	2015	6/26/2015		6/30/2016		R-STORE #34	OPERATOR NEW	___	___	___	___
MUA, RICHARD C 1203 JONQUILL LN WAUSAU, WI 54401	2015	7/09/2015		6/30/2016		R-STORE #31	OPERATOR NEW	___	___	___	___
NEAD, JORDAN 518 S 36TH AVE WAUSAU, WI 54401	2015	6/26/2015		6/30/2016		BUFFALO WILD WINGS	OPERATOR NEW	___	___	___	___
PAULS, HAYLEY M 130 EAU CLAIRE BLVD WAUSAU, WI 54403	2015	6/19/2015		6/30/2016		VINO LATTE	OPERATOR NEW	___	___	___	___
PERSHING, RACHELANN 508 SPRUCE ST WAUSAU, WI 54401	2015	7/16/2015		6/30/2016		VARIOUS PLACES	OPERATOR NEW	___	___	___	___
PLAMANN, SCOTT 2084 PRAIRIE MEADOW DR MOSINEE, WI 54455	2015	6/22/2015	5/27/2015	6/30/2016		KWIK TRIP #851	OPERATOR NEW	___	___	___	___
RANSANICI, CASSAUNDR L 6310 TEAGAN LN SCHOFIELD, WI 54476	2015	7/10/2015		6/30/2016		APPLEBEE'S NEIGHBORH	OPERATOR NEW	___	___	___	___
RAVEY, SAISHA R 2997 NICK AVENUE MOSINEE, WI 54455	2015	6/25/2015		6/30/2016		6TH STREET PUB	OPERATOR NEW	___	___	___	___
RODMAN, PENNY S W1617 WILDERNESS AVE RIB LAKE, WI 54470	2015	6/19/2015		6/30/2016		M&R STATION	OPERATOR NEW	___	___	___	___
RUTKOWSKI, KEVIN J 3302 BEVERLY LANE SCHOFIELD, WI 54476	2015	7/07/2015		6/30/2016		APPLEBEE'S NEIGHBORH	OPERATOR NEW	___	___	___	___
SCHILLING, TAMERA I 5102 ST FRANCIS WAY WAUSAU, WI 54401	2015	7/01/2015		6/30/2016		TREU'S TIC TOC	OPERATOR NEW	___	___	___	___
SEGNER, LISA F 1718 PORTER STREET WAUSAU, WI 54401	2015	6/15/2015		6/30/2016		PLAYER'S	OPERATOR NEW	___	___	___	___

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STOEHR, JACQUELYN R 222 MORRIS ST APT A SCHOFIELD, WI 54476	2015	7/08/2015		6/30/2016		ROC'S PLACE	OPERATOR NEW	___	___	___	___
TURNER, LEAH L 501 1/2 N 7TH AVENUE WAUSAU, WI 54401	2015	7/10/2015		6/30/2016		HIAWATHA LOUNGE	OPERATOR NEW	___	___	___	___
XIONG, PHENXUE 3200 POLZER DR WAUSAU, WI 54401	2015	6/22/2015		6/30/2016		KWIK TRIP #851	OPERATOR NEW	___	___	___	___
NEWBY CHARLES 2910 CTY RD J WAUSAU, WI 54403	2015	7/16/2015	8/04/2015	8/09/2015		WAUSAU LIONS CLUB	OPERATOR TEMPORARY	___	___	___	___
BLASKOWSKI, JILL M 1100 GRAND AVE #111A SCHOFIELD, WI 54476	2015	6/15/2015		6/30/2017		VARIOUS	OPERATOR - LAPSED RENEWAL	___	___	___	___
BROCKMAN, SHARON 913 S 10TH ST WAUSAU, WI 54403	2015	6/17/2015		6/30/2017		TREU'S TIC TOC	OPERATOR - LAPSED RENEWAL	___	___	___	___
CROTTEAU, MELISSA C 1257 SUNSET DR WAUSAU, WI 54401	2015	6/12/2015		6/30/2017		JALAPENOS MEXICAN RE	OPERATOR - LAPSED RENEWAL	___	___	___	___
DEBROUX, BRANDON J 1110 S 50TH AVE APT 111 WAUSAU, WI 54401	2015	6/30/2015		6/30/2017		CAMPUS PUB	OPERATOR - LAPSED RENEWAL	___	___	___	___
DEPPE, COURTNEY E 915 N 10TH AVE WAUSAU, WI 54401	2015	7/02/2015		6/30/2017		CAMPUS PUB	OPERATOR - LAPSED RENEWAL	___	___	___	___
DICKINSON, MELODI R 610 ROSECRANS ST WAUSAU, WI 54401	2015	6/16/2015		6/30/2017		BUFFALO WILD WINGS	OPERATOR - LAPSED RENEWAL	___	___	___	___
GUTOWSKI, HEIDI L 225 W LAZY ACRE RD WAUSAU, WI 54401	2015	6/25/2015		6/30/2017		CRUSIN 1724	OPERATOR - LAPSED RENEWAL	___	___	___	___
HALL, DUSTIN 3602 WINDING RIDGE WAY APT 85 WESTON, WI 54476	2015	6/22/2015		6/30/2017		KWIK TRIP #851	OPERATOR - LAPSED RENEWAL	___	___	___	___
HINKER, JACOB R 1211 MERRILL AVE APT B WAUSAU, WI 54401	2015	7/13/2015		6/30/2017		CRUSIN 1724	OPERATOR - LAPSED RENEWAL	___	___	___	___

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<u>NAME</u> <u>ADDRESS</u>	<u>RECORD</u> <u>YEAR</u>	<u>APPLICATION</u> <u>DATE</u>	<u>EVENT START</u> <u>DATE</u>	<u>EXPIRATION</u> <u>DATE</u>	<u>REVOCAATION</u> <u>DATE</u>	<u>BUSINESS NAME</u>	<u>LICENSE TYPE</u>	<u>APR</u>	<u>DEN</u>	<u>PEN</u>	<u>OWES</u> <u>DEBT</u>
HOFF, LAURIE A 819 LE MESSURIER ST #3 WAUSAU, WI 54403	2015	6/24/2015		6/30/2017		NORTH END PUB	OPERATOR - LAPSED RENEWAL	___	___	___	___
HOLLERAN, ASHLEY M 904 1/2 PARK AVE WAUSAU, WI 54403	2015	7/02/2015		6/30/2017		CABARET	OPERATOR - LAPSED RENEWAL	___	___	___	___
HUBER, SARA J 407 LAZY ACRE RD WAUSAU, WI 54401	2015	7/13/2015		6/30/2017		BUFFALO WILD WINGS	OPERATOR - LAPSED RENEWAL	___	___	___	___
JACOBSON, TERRY A 1209 S 4TH AVENUE WAUSAU, WI 54401	2015	7/02/2015		6/30/2017		VFW BURNS POST 388	OPERATOR - LAPSED RENEWAL	___	___	___	___
JOHNSON, NICOLE M 1235 N 3RD AVE APT 1 WAUSAU, WI 54401	2015	7/09/2015		6/30/2017		BUFFALO WILD WINGS	OPERATOR - LAPSED RENEWAL	___	___	___	___
KING, SHANE J 1808 MAPLE HILL RD WAUSAU, WI 54403	2015	6/30/2015		6/30/2017		BUNKERS/TRIBUTE GOLF	OPERATOR - LAPSED RENEWAL	___	___	___	___
KUNKEL, DAWN M 912 ARNOLD ST ROTHSCHILD, WI 54474	2015	6/30/2015		6/30/2017		WAUSAU AREA JAYCEES	OPERATOR - LAPSED RENEWAL	___	___	___	___
KUNKEL, ERIC A 912 ARNOLD ST ROTHSCHILD, WI 54474	2015	6/30/2015	7/01/2015	6/30/2017		WAUSAU MINE COMPANY	OPERATOR - LAPSED RENEWAL	___	___	___	___
LEWITZKE, ANGELA R 1756 CHERRY ST WAUSAU, WI 54401	2015	7/13/2015		6/30/2017		U PAINT AND PARTY	OPERATOR - LAPSED RENEWAL	___	___	___	___
MEYER, DESMARIEGH A 2415 GOWEN ST APT 1 SCHOFIELD, WI 54403	2015	6/22/2015		6/30/2017		VFW BURNS POST 388	OPERATOR - LAPSED RENEWAL	___	___	___	___
PETERSON, ANGELA F 935 S 4TH AVENUE WAUSAU, WI 54401	2015	7/07/2015		6/30/2017		TOBACCO OUTLET PLUS	OPERATOR - LAPSED RENEWAL	___	___	___	___
PINTOR HERNANDEZ, MAYRA VERONI 1304 HOLUB ST WAUSAU, WI 54401	2015	6/11/2015		6/30/2017		TAQUERIA TRES HERMAN	OPERATOR - LAPSED RENEWAL	___	___	___	___
REINKE, NICHOLE J 3902 BAYINGTON AVENUE SCHOFIELD, WI 54476	2015	6/18/2015		6/30/2017		KWIK TRIP #601	OPERATOR - LAPSED RENEWAL	___	___	___	___
SOSNOWSKI, DANIEL L 6200 BIG PINE LN APT 2 WAUSAU, WI 54401	2015	7/08/2015		6/30/2017		POLITO'S PIZZA	OPERATOR - LAPSED RENEWAL	___	___	___	___

HEALTH AND SAFETY LIST
ALL LICENSES
JULY 20, 2015REPORT ID: LRS530I
RUN DATE: 8/06/15
RUN TIME: 8:45:54

<u>NAME</u> <u>ADDRESS</u>	<u>RECORD</u> <u>YEAR</u>	<u>APPLICATION</u> <u>DATE</u>	<u>EVENT START</u> <u>DATE</u>	<u>EXPIRATION</u> <u>DATE</u>	<u>REVOCAION</u> <u>DATE</u>	<u>BUSINESS NAME</u>	<u>LICENSE TYPE</u>	<u>APR</u>	<u>DEN</u>	<u>PEN</u>	<u>OWES</u> <u>DEBT</u>
UEKERT, BRENDA L 5417 CHERRY ST SCHOFIELD, WI 54476	2015	6/29/2015		6/30/2017		CHATTERBOX	OPERATOR - LAPSED RENEWAL	___	___	___	___
VERLEY, ERIN M 1226 DUNBAR ST WAUSAU, WI 54403	2015	6/16/2015		6/30/2017		WAUSAU ELKS CLUB 248	OPERATOR - LAPSED RENEWAL	___	___	___	___
WEBER, REBECCA 4904 SCHOFIELD AVE WESTON, WI 54476	2015	6/04/2015		6/30/2017		APPLEBEE'S NEIGHBORH	OPERATOR - LAPSED RENEWAL	___	___	___	___
WELLER, ALISON 1634 BECHER DRIVE WAUSAU, WI 54401	2015	7/06/2015		6/30/2017		6TH STREET PUB	OPERATOR - LAPSED RENEWAL	___	___	___	___
KWIK TRIP INC 1626 OAK ST LA CROSSE, WI 54603	2015	6/24/2015				TOBACCO OUTLET PLUS	CHANGE OF AGENT / OFFICER	___	___	___	___
PATINA COFFEEHOUSE LLC 610 WASHINGTON ST WAUSAU, WI 54403	2015	6/29/2015	7/01/2015	6/30/2016		PATINA COFFEEHOUSE	SIDEWALK CAFE -NO ALCOHOL	___	___	___	___
DOWNTOWN GROCERY.COM LLC 607 3RD ST WAUSAU, WI 54403	2015	6/12/2015	7/01/2015	6/30/2016		DOWNTOWN GROCERY.COM	SIDEWALK CAFE- RENEWAL	___	___	___	___
RICHARD/MARY GORDON DBA M&R ST W1667 LEITZ LN RIB LAKE, WI 54470	2015	7/13/2015	7/01/2015	6/30/2016		M&R STATION	TAVERN ENTERTAINMENT	___	___	___	___
ROBERTS, STACY 902 WASHINGTON ST WAUSAU, WI 54403	2015	7/02/2015	1/01/2015	12/31/2015		STACY ROBERTS	PET FANCIER PERMIT	___	___	___	___
TAYLOR, ANGELA M 820 CHICAGO AVENUE WAUSAU, WI 54403	2015	6/16/2015	1/01/2015	12/31/2016		ANGELA TAYLOR	PET FANCIER PERMIT	___	___	___	___
NEAD, JORDAN 518 S 36TH AVE WAUSAU, WI 54401	2015	6/26/2015	7/28/2015	9/28/2015		BUFFALO WILD WINGS	PROVISIONAL OPERATOR	___	___	___	___
JK GUMBOS OF WISCONSIN LLC PO BOX 194 WESTON, WI 54476	2015	7/16/2015	7/27/2015	6/30/2016		J. GUMBO'S	SIDEWALK CAFE (ALCOHOL)	___	___	___	___
THE MINT CAFE INC 422 3RD ST WAUSAU, WI 54403	2015	6/25/2015	7/01/2015	6/30/2016		THE MINT CAFE	SIDEWALK CAFE - RENEWAL	___	___	___	___
SUSAN G KOMEN FOUNDATION - CWA PO BOX 187 WAUSAU, WI 54402-0187	2015	7/17/2015	8/09/2015	8/09/2015		SUSAN G KOMEN RACE F	SPECIAL EVENT CLASS 1	___	___	___	___

HEALTH AND SAFETY LIST
 ALL LICENSES
 JULY 20, 2015

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ALZHEIMER'S ASSOCIATION 300 N 3RD ST STE L04 WAUSAU, WI 54403	2015	6/29/2015	9/26/2015	9/26/2015		WAUSAU WALK TO END A	SPECIAL EVENT CLASS II	___	___	___	___
THE WOMEN'S COMMUNITY INC 3200 HILLTOP AVE WAUSAU, WI 54401	2016	6/26/2015	5/17/2016	5/17/2016		CHASE'N CHOCOLATE 5K	SPECIAL EVENT CLASS II	___	___	___	___
YWCA OF WAUSAU 613 5TH ST WAUSAU, WI 54403	2015	7/16/2015	8/02/2015	8/02/2015		GUYS WHO GRILL	SPECIAL EVENT CLASS II	___	___	___	___
ABEL, ROBERT A 715 1/2 E WAUSAU AVE WAUSAU, WI 54403	2015	6/12/2015	7/01/2015	6/30/2016		A-1 CAB & DELIVERY	PUBLIC TRANS DRIVER-RENEW	___	___	___	___
ANDREAS, WILLIAM J 103 MEMORY LN WESTON, WI 54476	2015	7/06/2015	7/01/2015	6/30/2016		ALL AMERICAN TAXI	PUBLIC TRANS DRIVER-RENEW	___	___	___	___
BAKER, KIRK D 512 S 3RD AVENUE #21 WAUSAU, WI 54401	2015	6/29/2015	7/01/2015	6/30/2016		METRO CAB OF WAUSAU	PUBLIC TRANS DRIVER-RENEW	___	___	___	___
CARR, DONNA M 6207 KAYAK DR WESTON, WI 54476	2015	6/30/2015	7/01/2015	6/30/2016		ALL AMERICAN TAXI	PUBLIC TRANS DRIVER-RENEW	___	___	___	___
EICH, DWIGHT N10828 CHERRY RD BIRNAMWOOD, WI 54414	2015	6/17/2015	7/01/2015	6/30/2016		ALL AMERICAN TAXI	PUBLIC TRANS DRIVER-RENEW	___	___	___	___
NICKEL, JESSE M 2914 ASPEN ROAD MOSINEE, WI 54455	2015	7/02/2015	7/01/2015	6/30/2016		ALL AMERICAN TAXI	PUBLIC TRANS DRIVER-RENEW	___	___	___	___
OBERG, RANDALL W 903 GENRICH ST #C WAUSAU, WI 54403	2015	6/30/2015	7/01/2015	6/30/2016		METRO CAB OF WAUSAU	PUBLIC TRANS DRIVER-RENEW	___	___	___	___
SCHULZ, CHERYL A 1870 EVA RD APT 9 MOSINEE, WI 54455	2015	6/18/2015	7/01/2015	6/30/2016		ALL AMERICAN TAXI	PUBLIC TRANS DRIVER-RENEW	___	___	___	___
WENZLICK, KEVIN D 911 PLUMER STREET WAUSAU, WI 54403	2015	6/17/2015	7/01/2015	6/30/2016		ALL AMERICAN TAXI	PUBLIC TRANS DRIVER-RENEW	___	___	___	___
WINDORSKI, JEREMY J 322 1/2 N 8TH AVE WAUSAU, WI 54401	2015	6/26/2015	7/01/2015	6/30/2016		METRO CAB OF WAUSAU	PUBLIC TRANS DRIVER-RENEW	___	___	___	___
ZIEBELL, SHAWN D 1002 WESTERN AVENUE MOSINEE, WI 54455	2015	7/02/2015	7/01/2015	6/30/2016		ALL AMERICAN TAXI	PUBLIC TRANS DRIVER-RENEW	___	___	___	___

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

**JOINT RESOLUTION OF THE ECONOMIC DEVELOPMENT
AND FINANCE COMMITTEE**

Accepting the proposal submitted by Jones Lang LaSalle (JLL) to provide consultant services related to the Wausau Center Mall reinvigoration proposal and approving budget amendment funding the project.

Committee Action: ED Comm: Approved 4-0
 Fin Comm: Approved 4-0

Fiscal Impact:

File Number: 85-0417

Date Introduced: August 11, 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:</i>
	<i>One-time Costs:</i>	Yes <input checked="" type="checkbox"/> No <input checked="" type="checkbox"/>	<i>Amount: \$24,000 -0\$4,000 a month for 6 months</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 <input type="checkbox"/> Debt <input type="checkbox"/> Funds on Hand <input type="checkbox"/> Interfund Loan <input type="checkbox"/></i>		

RESOLUTION

WHEREAS, the Wausau Center Mall is currently a successful retail facility owned by CBL Associates and serves as a key partner in the continued investment in downtown Wausau; and

WHEREAS, the key stakeholder partners including Marathon County, the Wausau Region Chamber of Commerce, the Wausau River District and Central Wausau Progress, had united with the City of Wausau to cooperate on the important reinvigoration of the Wausau Center Mall; and

WHEREAS, the Economic Development Committee requested proposals through a public Request for the Proposal (RFP) process earlier this year for a mall consultant and received four proposals but had not yet taken formal action;

WHEREAS, the Economic Development Committee reviewed and accepted the proposal by Jones Lang LaSalle (JLL); and

WHEREAS, the Finance Committee considered and approved a budget amendment funding the project:
125-225792190 Professional Services\$24,000

NOW THEREFORE BE IT RESOLVED, that the proper City officials are hereby authorized and directed to accept the proposal as presented for Jones Lang LaSalle (JLL) to provide consultant services and sign a contract in accordance with said proposal for services as needed but not to exceed six months.

BE IT FURTHER RESOLVED by the Common Council of the City of Wausau that the proper city officials are hereby authorized and directed to modify the budget as presented above and to publish in the budget modification in the official newspaper as required.

Approved:

James E. Tipple, Mayor

ECONOMIC DEVELOPMENT COMMITTEE

Time and Place: The Economic Development Committee met on Tuesday, July 7, 2015 at 4:30 p.m. in the 2nd floor Board Room at City Hall, 407 Grant Street, Wausau

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

Others Present: Mayor Jim Tipple, Ann Werth, MaryAnne Groat, Chris Schock, Travis Lepinski, Gary Gisselman, Brad Lenz, Nan Giese, Bill Hebert, Tara Alfonso, Tom Mudrovich, Joe Vraspir, Dan Arndt, Bill Greenwood, Deb Ryan, Mike Zamzow and the Media

DISCUSSION AND POSSIBLE ACTION ON THE PROPOSAL RECEIVED FROM CBL & ASSOCIATES FOR THE WAUSAU CENTER MALL PROPERTY

Discussion will be done in closed session.

CLOSED SESSION PURSUANT TO 19.85(1)(E) OF THE WISCONSIN STATUTES FOR DELIBERATING OR NEGOTIATING THE PURCHASE OF PUBLIC PROPERTIES, THE INVESTING OF PUBLIC FUNDS, OR CONDUCTING OTHER SPECIFIED PUBLIC BUSINESS, WHENEVER COMPETITIVE OR BARGAINING REASONS REQUIRE A CLOSED SESSION

***DISCUSSION AND POSSIBLE ACTION ON THE PROPOSAL RECEIVED FROM CBL & ASSOCIATES FOR THE WAUSAU CENTER MALL PROPERTY**

Neal motioned to go into closed session. Nutting seconded and roll call was taken, all members were present.

Neal left at 6:00

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

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

No action was taken on the closed session discussion.

Groat asked the committee to vote on one more issue for Mr. Zamzow (Bull Falls). She asked if the interest charges could be waived now that there is an understanding on his taxes.

Wagner motioned to waive the interest charges for Bull Falls. Rasmussen seconded and the motion carried 4-0.

FINANCE COMMITTEE

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

Members Present: Oberbeck(C), Kellbach , Nutting, Mielke

Members Not Present: Nagle

Others Present: Groat, Jacobson, Giese, Kujawa, Lindman, Krohn, Schock, Werth, Tipple, Neal, Wagner, Phil Cossan, Carol Wesley.

Discussion and possible action regarding the budget modification necessary to fund mall consulting services - JLL in the amount of \$24,000 – Schock

Chris Schock stated last year we solicited proposals from consultants to advise the city for real estate purposes in relation to discussions with the mall. He indicated we received four proposals at that time, but the city did not act upon those proposals as discussions with CBL had fallen silent. Discussions have begun again and CBL has presented a proposal which has been reviewed by ED Committee in closed session and we continue to collect more information. He felt it was timely now to have a consultant, an expert in the commercial realty business and very knowledgeable about malls. After reviewing the proposals again, the ED Committee recommended that we choose of the consulting services of JLL for a maximum of six months.

Motion by Mielke, second by Nutting to approve the budget modification. Motion carried 4-0.

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

RESOLUTION OF THE FINANCE COMMITTEE

Adopting a modification to the proposed 2016 Fee Schedule related to animal licensing.

Committee Action: Approved 5-0

File Number: 14-1109

Date Introduced: August 11, 2015

WHEREAS, Chapter 3.40 of the Wausau City Ordinances specifies that the City of Wausau City Clerk shall maintain, on file a comprehensive fee schedule, that shall be reviewed annually and

WHEREAS, the Finance Committee has reviewed the pet licensing schedule and recommends changes that will promote licensing, altering and microchipping pets;

WHEREAS, the fee schedule related to animal licensing shall be effective for the 2016 licensing season which generally begins the beginning of December 2015;

BE IT RESOLVED, by the Common Council of the City of Wausau, the 2016 fee schedule amendments shall be hereby adopted for licenses issued for 2016.

Approved:

Jim Tipple, Mayor

FINANCE COMMITTEE

Date and Time: Tuesday, **May 12, 2015** @ 5:30 pm., Board Room

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

Others Present: Groat, Jacobson, Giese, Hebert, Hite, Lindman, Mohelnitzky, Petit, Hanson, Goede

Discussion and Possible Action on dog and cat license fees for 2016 - Winters

Winters stated the two desired outcomes are to have no lost pets that cannot be identified and returned to their owners and to have no unwanted pets taken to the animal shelter; the question is how to achieve this. If animals have microchips and licenses they are easily returned and if they are spayed or neutered it keeps down the animal population. He questioned if the fee schedule encouraged these things in an appropriate way.

Winters proposed the two following options:

The National Average Plan

Increase the base license fee for unaltered animals from \$20 per year to \$38 dollars to match the national average and better tie revenue to costs. Give an \$8 per year discount from the base license fee for people who have microchips implanted in their animals. The \$8 discount would allow most owners to recover the cost of having a microchip implanted in about five years. Increase the current discount for spaying and neutering from \$10 per year to \$15. A dog or cat that was spayed or neutered and also had a micro-chip implanted would pay an annual license fee of \$15, equal to the national average for spayed and neutered pets.

The Payback Plan

Keep the fully discounted annual license fee at \$10 (below the national average). Set the discount for micro-chip implants at \$8 per year, allowing owners to recover the cost of the procedure in about five years. Set the discount for spaying and neutering at \$42 per year, again allowing owners to recover the cost of the procedure in about five years. The undiscounted fee for unaltered animals would then be \$60 per year (above the national average).

Oberbeck stated he liked the Payback Plan because it was incentivizing all of the right behaviors. He felt the microchipping was extremely important to identify the owner. Matt Barnes agreed something has to change and to have a financial incentive to be a responsible pet owner was significant. He stated there was no guarantee we can long-term sustain free microchipping clinics. He commented both were good plans but the National Average Plan ultimately raises more revenue for animal control. Oberbeck felt the Payback Plan differentiates further from the behavior that we want to accomplish versus the behavior that we don't want.

Motion by Oberbeck, second by Nutting to move forward with the Payback Plan. Motion carried 5-0. (*This item will go to Council July 14, 2015.*)

CITY OF WAUSAU

2016

COMPREHENSIVE FEE SCHEDULE

FEE, LICENSE, PERMIT, CHARGES DESCRIPTION	STATUTE/ORDINANCE	2015 RATE	DATE OF LAST INCREASE	2016 RATE	CHANGE
PET FEES	8.08				
Spayed/Neutered Dog or Cat		\$10.00	11/1/2013	\$18.00	8.00
Microchip Discount		-		-\$8.00	(8.00)
Not Spayed/Neutered Dog or Cat		\$20.00	11/1/2013	\$60.00	40.00
Dangerous Animal License		\$75.00	5/14/2007	\$75.00	-
Annual Pet License Late Fee		Double the license	11/1/2013	Double the license	-
Pet Fancier Permit		\$35.00	2014	\$35.00	-
Pet License Counter Fee (per visit)		\$5.00	2015	\$0.00	(5.00)
Honey Bee Permit		\$20.00	2014	\$20.00	-
Honey Bee Permit -Late Fee		Double the permit fee	2014	Double the permit fee	-

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

RESOLUTION OF THE FINANCE COMMITTEE

Authorizing Proper City Official(s) to apply for and borrow from the Board of Commissioners of Public Lands of Wisconsin a State Trust Fund Loan not to exceed \$4,000,000 for the purpose of water and sewer capital improvements

Committee Action: Approved 4-0

Fiscal Impact \$4,000,000 Loan amount. The annual debt retirement is approximately \$475,000. Interest expense over the life of the issue is approximate \$750,000

File Number: 15-0808

Date Introduced: August 11, 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 checked="" type="checkbox"/> No <input type="checkbox"/>	<i>Budget Source: Water and Sewer Utility Capital Budget</i>
	<i>One-time Costs:</i>	Yes <input type="checkbox"/> No <input type="checkbox"/>	<i>Amount:</i>
	<i>Recurring Costs:</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<i>Amount: To be determined upon final amortization schedule from state</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 checked="" type="checkbox"/> No <input type="checkbox"/>	<i>Amount \$4,000,000 Annual Retirement \$475,000</i>
	<i>TID Financed:</i>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<i>Amount:</i>
	<i>TID Source: Increment Revenue <input type="checkbox"/> Debt <input type="checkbox"/> Funds on Hand <input type="checkbox"/> Interfund Loan <input type="checkbox"/></i>		

RESOLUTION

WHEREAS, by the provisions of Sec. 24.66 of the Wisconsin Statutes, all municipalities may borrow money for such purposes in the manner prescribed, and,

WHEREAS, by the provisions of Chapter 24 of the Wisconsin Statutes, the Board of Commissioners of Public Lands of Wisconsin is authorized to make loans from the State Trust Funds to municipalities for such purposes. (Municipality as defined by Sec. 24.60(2) of the Wisconsin Statutes means a town, village, city, county, public inland lake protection and rehabilitation district, town sanitary district created under Sec. 60.71 or 60.72, metropolitan sewerage district created under Sec. 200.05 or 200.23, joint sewage system created under Sec. 281.43(4), school district or technical college district.),

WHEREAS, the Utility Commission and Finance Committees have reviewed and recommend the proposed State Trust Fund Loan financing for capital improvements;

NOW THEREFORE BE IT RESOLVED, that the City of Wausau, in the County of Marathon, Wisconsin, borrow from the Trust Funds of the State of Wisconsin the sum of Four Million and 00/100 Dollars (\$4,000,000.00) for the purpose of financing utility improvements and no other purpose.

BE IT FURTHER RESOLVED, the loan is payable within 10 years from the 15th day of March preceding the date the loan is made. The loan will be repaid in annual installments with interest at the rate of 3.25 percent per annum from the date of making the loan to the 15th day of March next and thereafter annually as provided by law.

BE IT FURTHER RESOLVED, that there be raised and there is levied upon all taxable property, within the City of Wausau, in the County of Marathon, Wisconsin, a direct annual tax for the purpose of paying interest and principal on the loan as they become due.

BE IT FURTHER RESOLVED, that no money obtained by the city of Wausau by such loan from the state be applied or paid out for any purpose except financing utility improvements without the consent of the Board of Commissioners of Public Lands, and

BE IT FURTHER RESOLVED, that in case the Board of Commissioners of Public Lands of Wisconsin agrees to make the loan, that the mayor and clerk of the City of Wausau, in the County of Marathon, Wisconsin, are authorized and empowered, in the name of the city to execute and deliver to the Commission, certificates of indebtedness, in such form as required by the Commission, for any sum of money that may be loaned to the city pursuant to this resolution. The mayor and clerk of the city will perform all necessary actions to fully carry out the provisions of Chapter 24, Wisconsin Statutes, and these resolutions.

BE IT FURTHER RESOLVED, this preamble and these resolutions and the aye and no vote by which they were adopted, be recorded, and that the clerk of this city forward this certified record, along with the application for the loan, to the Board of Commissioners of Public Lands of Wisconsin.

Approved:

James E. Tipple, Mayor

FINANCE COMMITTEE

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

Members Present: Oberbeck(C), Kellbach, Nutting, Mielke

Members Not Present: Nagle

Others Present: Groat, Jacobson, Giese, Kujawa, Lindman, Krohn, Schock, Werth, Tipple, Neal, Wagner, Phil Cossan, Carol Wesley.

Discussion and possible action regarding State Trust Fund Loan for 2015 Water and Sewer Capital Projects

Groat explained historically we have been letting the Water & Sewer Utility participate in our general obligation debt, which allows them to enjoy our low rates. The city receives low rates on the GO's because by law we have unlimited taxing powers when it comes to paying debt, which means lower risk to the bond holders. She stated this year because we were up against our \$10 million threshold, we did not have an opportunity to offer that to the utility. We looked at three options to structure debt for the utility: 1) piggyback on the GO, which is not feasible because of the bank qualification limits; 2) add the Water & Sewer Utility to our borrowing calendar and go out to the market for revenue bonds; or 3) the State Trust Fund. The utility took this to the commission at their July meeting and they approved going to the State Trust Fund Loan. She indicated with Finance approval we will apply and they will send us the necessary resolutions for Council approval. Groat noted the State Trust Fund Loans are completely free of any repayment terms or early penalties. This option provides the lowest debt issuance cost and the greatest amount of flexibility.

Motion by Mielke, second by Kellbach to approve the process to apply for a State Trust Fund Loan for 2015 Water & Sewer Capital Projects. Motion carried 4-0.



TO: FINANCE COMMITTEE MEMBERS

FROM: MARYANNE GROAT

DATE: August 4, 2015

SUBJECT: State Trust Fund Loan of 2015 Water and Sewer Capital Projects

Purpose: To obtain authority to submit an application to the Commissioner of Public Lands for a \$4,000,000 loan to finance the 2015 Water and Sewer Improvement Projects

Background: The Utility Commission authorized a State Trust Fund loan of \$4,000,000 to finance the 2015 Water and Sewer Improvement Projects. The Finance Committee at the July 14th meeting approved the same. We submitted an application for an application with the Wisconsin Commissioners of Public Lands and provide the attached resolution which is required accompany the application. The current interest rate for State Trust Fund Loans 10 year loans is 3.25%.

The application will be considered by the Common Council on August 11th, 2015.

While the loan document indicates the debt is backed by the taxing authority of the city, it is expected that repayment will be made from the revenues of the Water and Sewer Utility.

As indicated at the July finance meeting, this debt maintains considerable flexibility because the entire amount may be retired annually with no penalty or substantial costs.



Douglas La Follette, *Secretary of State*

Matt Adamczyk, *State Treasurer*

Brad D. Schimel, *Attorney General*

101 E. Wilson Street
2nd Floor
PO Box 8943
Madison, WI 53708-8943

608 266-1370 INFORMATION
608 266-0034 LOANS
608 267-2787 FAX
bcpl.wisconsin.gov

Tia Nelson, *Executive Secretary*

July 29, 2015

Ms. Toni Rayala
City of Wausau
407 Grant St
Wausau, WI 54403

ID# 05604257

Dear Ms. Rayala:

Thank you for your request for a loan application from the State Trust Fund. The current interest rates for Trust Fund loans are:

General Obligation Loan Rates:

1 – 2 Years	2.50%
3 – 5 Years	3.00%
6 – 10 Years	3.25%
11 – 20 Years	3.75%

At the present time, funds are available for your project. Interest rates, which are set by the Board of Commissioners of Public Lands, are subject to change. However, once a loan is approved at a certain rate of interest, that rate remains for the duration of the loan.

We have enclosed the application form for a State Trust Fund loan and a checklist which should be used as a guide in submitting your completed application. If your loan application is approved, you are required to take the entire amount of the loan within four months of the approval date. To better serve all of our applicants, we would like to know when you will need your loan funds. Please complete the attached "Anticipated Schedule of Disbursements" form, giving us the dates you expect to make draws on the loan and the amount of the draw.

This application **cannot exceed \$4,000,000.00** without prior approval from our office. Our Board has tentatively reserved funds for your project, therefore, it is imperative that the application be approved by the municipal board and returned to this office within thirty (30) days of the date of the meeting. If there are any delays or the municipality chooses not to make application, the blank forms must be returned along with a letter of explanation.

If you have questions, you can contact me at (608) 266-0034. Please include ID# **05604257** on all correspondence. We appreciate your interest and look forward to serving you in the future.

Sincerely,

Richard Sneider
Loan Analyst

Enclosures: 1) Application Form – City 20 Year Maximum
2) Checklist for Application Review
3) Anticipated Schedule of Disbursements

**BCPL State Trust Fund Loan Program
Application Checklist**

- A copy of the minutes from the meeting at which the Resolution to Borrow Funds and Levy Tax was presented and approved is required to process the application. This meeting must take place following your receipt of the application. Please make certain that the resolution approved by your board or council is the exact resolution contained in the application. The minutes from this meeting should also contain this language.

- Mail the completed application and meeting minutes to the address below:
**Board of Commissioners of Public Lands
P.O. Box 8943
Madison, WI 53708-8943**

- For overnight (non-USPS) delivery, please note that our street address has a different zip code:
**Board of Commissioners of Public Lands
101 E. Wilson Street, 2nd Floor
Madison, WI 53703**

Upon receipt, BCPL staff will review your application and contact you if any additional information or corrections to the application are required.

To allow time for internal reviews, BCPL needs to receive your completed application a minimum of 8 days in advance of our Board's next scheduled board meeting. The BCPL Board meets the first and third Tuesday of each month. Following approval by the BCPL loan committee and a legal review by the office of the Attorney General, the application will be placed on the agenda for the next available board meeting.

Following board approval, there are a few additional steps and your loan may be funded in 5-10 days. All draws must be made within four months of the board approval date.

BCPL appreciates having photographs of the projects that we help finance. We use these photos both internally and for publishing of promotional materials regarding the BCPL State Trust Fund Loan Program. If possible, please forward high-resolution, digital photographs of the project being financed. Be sure to include information on who should be given credit for the photos. We thank you in advance.

Please contact us at (608) 266-0034 or richard.sneider@wisconsin.gov if you have any questions.



Managing Wisconsin's trust assets for public education.

BCPL State Trust Fund Loan Program Anticipated Schedule of Disbursements

City of Wausau
Worksheet # 05604257
Finance Utility Improvements
\$4,000,000.00

Please tell us when you anticipate the need for loan funds:

Disbursement Date	Disbursement Amount
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

NOTE: Fill out this form using your best estimates as of the loan application date. *This is not an actual disbursement form.* We request this information to help us better manage the investment of State of Wisconsin Trust Funds. After your loan has been approved, you will receive a "Request for Loan Disbursement" form to request the actual distribution of funds.

Please return form to:

Board of Commissioners of Public Lands
PO Box 8943
Madison, WI 53708-8943

fax 608.267.2787
richard.sneider@wisconsin.gov

STATE OF WISCONSIN
BOARD OF COMMISSIONERS OF PUBLIC LANDS
101 EAST WILSON STREET, 2ND FLOOR
POST OFFICE BOX 8943
MADISON, WISCONSIN 53708-8943
APPLICATION FOR STATE TRUST FUND LOAN
CITY - 20 YEAR MAXIMUM

Chapter 24 Wisconsin Statutes

CITY OF WAUSAU

Date sent: July 29, 2015

Received and filed in Madison, Wisconsin:

ID # 05604257

RAS

RETURN THIS ORIGINAL – DO NOT RETURN PHOTOCOPY

TO: BOARD OF COMMISSIONERS OF PUBLIC LANDS

We, the undersigned Mayor and clerk of the City of **Wausau**, in the County(ies) of **Marathon**, Wisconsin, in accordance with the provisions of Chapter 24 of the Wisconsin Statutes, do hereby make application for a loan of **Four Million And 00/100 Dollars (\$4,000,000.00)** from the Trust Funds of the State of Wisconsin for the purpose of **financing utility improvements**.

The loan is to be continued for a term of **10** years from the 15th day of March preceding the date the loan is made. The loan is to be repaid in annual installments, as provided by law, with interest at the rate of **3.25** percent per annum.

We agree to the execution and signing of such certificates of indebtedness as the Board may prepare and submit, all in accordance with Chapter 24, Wisconsin Statutes.

The application is based upon compliance on the part of the City with the provisions and regulations of the statutes above referred to, as set forth by the following statements which we do hereby certify to be correct and true.

The meeting of the common council of the City of **Wausau**, in the County(ies) of **Marathon**, Wisconsin, which approved and authorized this application for a loan was a regularly called meeting held on the _____ day of _____, 20_____.

At the aforesaid meeting a resolution was passed by a majority vote of the members of the common council approving and authorizing an application to the Board of Commissioners of Public Lands, State of Wisconsin, for a loan of **Four Million And 00/100 Dollars (\$4,000,000.00)** from the Trust Funds of the State of Wisconsin to the City of **Wausau** in the County(ies) of **Marathon**, Wisconsin, for the purpose of **financing utility improvements**. That at the same time and place, the common council of the City of **Wausau** by a majority vote of the members, adopted a resolution levying upon all the taxable property in the city, a direct annual tax sufficient in amount to pay the annual installments of principal and interest, as they fall due, all in accordance with Article XI, Sec. 3 of the Constitution and Sec. 24.66(5), Wisconsin Statutes.

A copy of the aforesaid resolutions, certified to by the city clerk, as adopted at the meeting, and as recorded in the minutes of the meeting, accompanies this application.

A statement of the equalized valuation of all the taxable property within the City of **Wausau**, certified to by the **Mayor** and clerk, accompanies this application.

Given under our hands in the City of **Wausau** in the County(ies) of **Marathon**, Wisconsin, this _____ day of _____, 20_____.

Mayor, City of Wausau

Clerk, City of Wausau

FORM OF RECORD

The following preamble and resolutions were presented by Alderman _____ and were read to the meeting.

By the provisions of Sec. 24.66 of the Wisconsin Statutes, all municipalities may borrow money for such purposes in the manner prescribed, and,

By the provisions of Chapter 24 of the Wisconsin Statutes, the Board of Commissioners of Public Lands of Wisconsin is authorized to make loans from the State Trust Funds to municipalities for such purposes. (Municipality as defined by Sec. 24.60(2) of the Wisconsin Statutes means a town, village, city, county, public inland lake protection and rehabilitation district, town sanitary district created under Sec. 60.71 or 60.72, metropolitan sewerage district created under Sec. 200.05 or 200.23, joint sewerage system created under Sec. 281.43(4), school district or technical college district.)

THEREFORE, BE IT RESOLVED, that the City of **Wausau**, in the County(ies) of **Marathon**, Wisconsin, borrow from the Trust Funds of the State of Wisconsin the sum of **Four Million And 00/100 Dollars (\$4,000,000.00)** for the purpose of **financing utility improvements** and for no other purpose.

The loan is to be payable within **10** years from the 15th day of March preceding the date the loan is made. The loan will be repaid in annual installments with interest at the rate of **3.25** percent per annum from the date of making the loan to the 15th day of March next and thereafter annually as provided by law.

RESOLVED FURTHER, that there shall be raised and there is levied upon all taxable property, within the City of **Wausau**, in the County(ies) of **Marathon**, Wisconsin, a direct annual tax for the purpose of paying interest and principal on the loan as they become due.

RESOLVED FURTHER, that no money obtained by the City of **Wausau** by such loan from the state be applied or paid out for any purpose except **financing utility improvements** without the consent of the Board of Commissioners of Public Lands.

RESOLVED FURTHER, that in case the Board of Commissioners of Public Lands of Wisconsin agrees to make the loan, that the **Mayor** and clerk of the City of **Wausau**, in the County(ies) of **Marathon**, Wisconsin, are authorized and empowered, in the name of the city to execute and deliver to the Commission, certificates of indebtedness, in such form as required by the Commission, for any sum of money that may be loaned to the city pursuant to this resolution. The **Mayor** and clerk of the city will perform all necessary actions to fully carry out the provisions of Chapter 24, Wisconsin Statutes, and these resolutions.

RESOLVED FURTHER, that this preamble and these resolutions and the aye and no vote by which they were adopted, be recorded, and that the clerk of this city forward this certified record, along with the application for the loan, to the Board of Commissioners of Public Lands of Wisconsin.

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Alderman _____ moved adoption of the foregoing preamble and resolutions.

The question being upon the adoption of the foregoing preamble and resolutions, a vote was taken by ayes and noes, which resulted as follows:

- | | | | |
|-----|----------------|-------|-------|
| 1. | Alderman _____ | voted | _____ |
| 2. | Alderman _____ | voted | _____ |
| 3. | Alderman _____ | voted | _____ |
| 4. | Alderman _____ | voted | _____ |
| 5. | Alderman _____ | voted | _____ |
| 6. | Alderman _____ | voted | _____ |
| 7. | Alderman _____ | voted | _____ |
| 8. | Alderman _____ | voted | _____ |
| 9. | Alderman _____ | voted | _____ |
| 10. | Alderman _____ | voted | _____ |
| 11. | Alderman _____ | voted | _____ |
| 12. | Alderman _____ | voted | _____ |

A majority of the members of the common council of the City of **Wausau**, in the County(ies) of **Marathon**, State of Wisconsin, having voted in favor of the preamble and resolutions, they were declared adopted.

RETURN THIS ORIGINAL – DO NOT RETURN PHOTOCOPY

STATE OF WISCONSIN

County(ies) of **Marathon**

I, _____, Clerk of the City of **Wausau**, in the County(ies) of **Marathon**, State of Wisconsin, do hereby certify that the foregoing is a true copy of the record of the proceedings of the common council of the City of **Wausau** at a meeting held on the _____ day of _____, _____, relating to a loan from the State Trust Funds; that I have compared the same with the original record thereof in my custody as clerk and that the same is a true copy thereof, and the whole of such original record.

I further certify that the common council of the City of **Wausau**, County(ies) of **Marathon**, is constituted by law to have _____ members, and that the original of said preamble and resolutions was adopted at the meeting of the common council by a vote of _____ ayes to _____ noes and that the vote was taken in the manner provided by law and that the proceedings are fully recorded in the records of the city.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of the City of **Wausau** this day of _____, 20_____.

Clerk (Signature)

Clerk (Print or Type Name)

City of **Wausau**

County(ies) of **Marathon**

State of Wisconsin

RETURN THIS ORIGINAL – DO NOT RETURN PHOTOCOPY

STATE OF WISCONSIN
COUNTY(IES) OF **MARATHON**

TO: THE BOARD OF COMMISSIONERS OF PUBLIC LANDS

I, _____, Clerk of the City of **Wausau**, County(ies) of **Marathon**, State of Wisconsin, do hereby certify that it appears by the books, files and records in my office that the valuation of all taxable property in the City of **Wausau** is as follows:

EQUALIZED VALUATION FOR THE YEAR 20_____* \$_____

* Latest year available

I further certify that the whole existing indebtedness of the City of **Wausau**, County(ies) of **Marathon**, State of Wisconsin, is as follows (list each item of indebtedness):

NAME OF CREDITOR	PRINCIPAL BALANCE (EXCLUDING INTEREST)
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
TOTAL INDEBTEDNESS:	\$ _____

Clerk (Signature)

Clerk (Print or Type Name)

City of **Wausau**

County(ies) of **Marathon**,

State of Wisconsin

_____, 20_____
Date

THE TOTAL INDEBTEDNESS, INCLUDING THE TRUST FUND LOAN APPLIED FOR, MAY NOT EXCEED 5% OF THE VALUATION OF THE TAXABLE PROPERTY AS EQUALIZED FOR STATE PURPOSES. (Sec. 24.63(1), Wis. Stats., 1989-90)

RETURN THIS ORIGINAL – DO NOT RETURN PHOTOCOPY

2015 BCPL EARNINGS DISTRIBUTION

\$35.5 million in Common School Fund library aid to be distributed in 2015. The Common School Fund was established by Wisconsin's founders in Article 10 of the State Constitution as a permanent school trust fund. By investing in community projects throughout the state through the State Trust Fund Loan Program, the Board of Commissioners of Public Lands generates earnings for the Common School Fund that are distributed annually to public school libraries. These monies are the sole source of state funding for public school libraries. For many school districts this is the only money available to them for library materials including books, newspapers and periodicals, web-based resources, and computer hardware and software.

A

Abbotsford, \$24,409
Adams-Friendship Area,
\$57,681
Albany, \$15,052
Algoma, \$28,681
Alma, \$8,311
Alma Center, \$23,450
Almond-Bancroft, \$19,120
Altoona, \$58,146
Amery, \$56,867
Antigo, \$104,785
Appleton Area, \$684,297
Arcadia, \$41,205
Argyle, \$11,652
Ashland, \$115,013
Ashwaubenon, \$93,278
Athens, \$31,732
Auburndale, \$34,783
Augusta, \$36,061
Arrowhead UHS, \$81,538

B

Beecher-Dunbar-Pembine,
\$9,560
Big Foot UHS, \$28,535
Baldwin-Woodville Area,
\$57,942
Bangor, \$25,542
Baraboo, \$119,023
Barneveld, \$22,491
Barron Area, \$57,972
Bayfield, \$20,835
Beaver Dam, \$153,893
Belleville, \$35,074
Belmont Community, \$11,827
Beloit, \$275,445
Beloit Turner, \$47,830
Benton, \$9,647
Berlin Area, \$65,149
Birchwood, \$8,514
Black River Falls, \$66,079
Blair-Taylor, \$29,175
Bloomer, \$48,295
Bonduel, \$36,468
Boscobel, \$30,918
Bowler, \$14,733
Boyceville Community,
\$28,477
Brighton #1, \$3,313
Brillion, \$31,325
Bristol #1, \$21,852
Brodhead, \$34,928
Brown Deer, \$58,640

Bruce, \$18,568
Burlington Area, \$138,725
Butternut, \$7,003
Black Hawk, \$28,884

C

Central/Westosha UHS,
\$60,383
Cadott Community, \$32,807
Cambria-Friesland, \$15,314
Cambridge, \$30,279
Cameron, \$28,187
Campbellsport, \$71,629
Cashton, \$39,403
Cassville, \$7,700
Cedarburg, \$118,936
Cedar Grove-Belgium Area,
\$39,549
Chequamegon, \$32,894
Chetek-Weyerhaeuser,
\$38,299
Chilton, \$54,252
Chippewa Falls Area,
\$219,624
Clayton, \$12,553
Clear Lake, \$26,937
Clinton Community, \$43,994
Clintonville, \$53,729
Cochrane-Fountain City,
\$27,315
Colby, \$45,302
Coleman, \$40,914
Colfax, \$32,168
Columbus, \$51,404
Cornell, \$16,389
Crandon, \$45,535
Crivitz, \$36,207
Cuba City, \$33,068
Cudahy, \$117,919
Cumberland, \$32,168

D-F

Friess Lake, \$6,451
D C Everest Area, \$229,213
Flambeau, \$26,472
Elmbrook, \$319,584
Darlington Community,
\$29,175
Deerfield Community, \$26,327
Deforest Area, \$120,186
Delavan-Darien, \$101,763
Denmark, \$62,999
Depere, \$162,495
Desoto Area, \$22,637
Dodgeville, \$49,922

Dover #1, \$3,894
Drummond, \$14,471
Durand, \$42,687
East Troy Community,
\$64,713
Eau Claire Area, \$407,312
Edgar, \$30,221
Edgerton, \$62,330
Elcho, \$14,616
Eleva-Strum, \$22,230
Elkhart Lake-Glenbeulah,
\$19,643
Elkhorn Area, \$113,677
Elk Mound Area, \$45,331
Ellsworth Community,
\$68,491
Elmwood, \$15,982
Erin, \$9,764
Evansville Community,
\$65,498
Fall Creek, \$25,077
Fall River, \$17,522
Fennimore Community,
\$29,552
Florence, \$14,471
Fond Du Lac, \$267,250
Fontana J8, \$8,456
Fort Atkinson, \$112,485
Fox Point J2, \$29,901
Franklin Public, \$159,502
Frederic, \$20,980
Freedom Area, \$70,409
Dodgeand, \$32,691

G-J

Galesville-Ettrick, \$53,787
Geneva J4, \$4,068
Genoa City J2, \$21,416
Germantown, \$179,697
Gibraltar Area, \$25,106
Gillett, \$16,650
Gilman, \$13,716
Gilmanton, \$7,555
Glendale-River Hills, \$31,993
Glenwood City, \$25,833
Goodman-Armstrong, \$4,330
Grafton, \$111,468
Granton Area, \$18,016
Grantsburg, \$29,494
Green Bay Area, \$1,102,302
Greendale, \$84,851
Greenfield, \$111,003
Green Lake, \$9,531
Greenwood, \$24,642
Gresham, \$10,723

Hamilton, \$199,573
Hartford UHS, \$70,583
Hartford J1, \$71,106
Hartland-Lakeside J3,
\$50,591
Hayward Community, \$72,820
Herman #22, \$1,889
Highland, \$9,676
Hilbert, \$21,794
Hillsboro, \$34,580
Holmen, \$155,056
Horicon, \$41,495
Hortonville, \$177,750
Elk Mound Area, \$254,000
Howards Grove, \$36,585
Hudson, \$226,162
Hurley, \$22,317
Hustisford, \$23,915
Independence, \$15,750
Iola-Scandinavia, \$36,149
Iowa-Grant, \$26,850
Ithaca, \$12,321
Janesville, \$399,757
Jefferson, \$89,936
Johnson Creek, \$28,826
Juda, \$9,880

K-L

Kickapoo Area, \$21,678
Kettle Moraine, \$131,489
Lac Du Flambeau #1, \$17,900
Kaukauna Area, \$139,916
Kenosha, \$913,451
Kewaskum, \$74,593
Kewaunee, \$43,791
Kiel Area, \$52,334
Kimberly Area, \$174,525
Kohler, \$21,387
Lacrosse, \$281,460
Ladysmith, \$34,027
Lafarge, \$17,144
Lake Geneva-Genoa UHS,
\$59,395
Lake Geneva J1, \$80,259
Lake Holcombe, \$12,379
Lake Mills Area, \$49,545
Lancaster Community,
\$33,068
Laona, \$8,194
Lena, \$17,929
Linn J4, \$3,865
Linn J6, \$3,022
Little Chute Area, \$55,211
Lodi, \$55,763
Lomira, \$41,873



Loyal, \$32,720
Luck, \$18,772
Luxemburg-Casco, \$78,341
Lakeland UHS, \$30,686
Lake Country, \$13,134

M

Maple Dale-Indian Hill,
\$15,953
Madison Metropolitan,
\$861,204
Manawa, \$30,105
Manitowoc, \$240,807
Maple, \$47,917
Marathon City, \$28,158
Marinette, \$82,177
Marion, \$23,247
Markesan, \$50,939
Marshall, \$42,716
Marshfield, \$159,705
Mauston, \$59,860
Mayville, \$54,601
Mcfarland, \$73,314
Medford Area, \$83,485
Mellen, \$10,752
Melrose-Mindoro, \$29,581
Menasha, \$136,226
Menominee Indian, \$35,713
Menomonee Falls, \$156,276
Menomonie Area, \$130,850
Mequon-Thiensville, \$119,982
Mercer, \$4,998
Merrill Area, \$108,795
Merton Community, \$30,453
Middleton-Cross Plains,
\$275,852
Milton, \$191,698
Milwaukee, \$4,655,565
Mineral Point, \$28,681
Minocqua J1, \$20,719
Mishicot, \$33,853
Mondovi, \$33,010
Monona Grove, \$123,585
Monroe, \$88,192
Montello, \$30,889
Monticello, \$12,640
Mosinee, \$73,634
Mount Horeb Area, \$84,763
Mukwonago, \$199,573
Muskego-Norway, \$206,315

N

North Fond Du Lac, \$52,625
Norwalk-Ontario-Wilton,
\$24,903
Norway J7, \$2,702
North Cape, \$6,248
North Lakeland, \$4,766
Northland Pines, \$44,721
Northern Ozaukee, \$39,113
North Crawford, \$17,784
Nicolet UHS, \$49,835
North Lake, \$11,071
Northwood, \$12,408
Necedah Area, \$27,838
Neenah, \$279,426
Neillsville, \$35,771
Nekoosa, \$50,562
Neosho J3, \$7,700

New Auburn, \$10,664
New Berlin, \$165,459
New Glarus, \$33,998
New Holstein, \$60,064
New Lisbon, \$25,600
New London, \$137,185
New Richmond, \$114,519
Niagara, \$14,733
Norris, \$2,819

O-P

Oak Creek-Franklin, \$201,317
Oakfield, \$17,871
Oconomowoc Area, \$213,463
Oconto, \$35,684
Oconto Falls, \$77,121
Omro, \$50,387
Onalaska, \$103,390
Oostburg, \$43,065
Oregon, \$123,963
Parkview, \$36,788
Osceola, \$68,491
Oshkosh Area, \$408,794
Osseo-Fairchild, \$40,943
Owen-Withee, \$28,390
Palmyra-Eagle Area, \$43,210
Pardeeville Area, \$56,954
Paris J1, \$5,405
Pepin Area, \$10,170
Peshtigo, \$69,043
Pewaukee, \$98,682
Phelps, \$5,318
Phillips, \$29,291
Pittsville, \$26,356
Platteville, \$51,288
Plum City, \$11,507
Plymouth, \$91,679
Portage Community, \$87,437
Port Edwards, \$15,314
Port Washington-Saukville,
\$112,282
Potosi, \$12,553
Poynette, \$37,776
Prairie Du Chien Area,
\$51,637
Prairie Farm, \$11,478
Prentice, \$16,680
Prescott, \$49,225
Princeton, \$16,302
Pulaski Community, \$134,744
Pecatonica Area, \$19,382

R-S

South Shore, \$8,514
Racine, \$864,052
Randall J1, \$19,062
Randolph, \$23,683
Random Lake, \$34,783
Raymond #14, \$10,287
Reedsburg, \$99,293
Reedsville, \$35,219
Rhineland, \$100,222
Rib Lake, \$19,266
Rice Lake Area, \$87,582
Richfield J1, \$10,984
Richland, \$67,067
Rio Community, \$17,435
Ripon Area, \$65,498
River Falls, \$117,861

River Ridge, \$21,997
Rosendale-Brandon, \$33,940
Rosholt, \$21,038
Rubicon J6, \$3,022
Saint Croix Falls, \$39,868
Saint Francis, \$40,711
Salem, \$33,708
Sauk Prairie, \$103,332
Seneca, \$13,716
Sevastopol, \$23,334
Seymour Community, \$94,818
Sharon J11, \$8,543
Shawano, \$103,535
Sheboygan Area, \$367,095
Sheboygan Falls, \$70,002
Shell Lake, \$21,474
Shiocton, \$29,494
Shorewood, \$61,429
Shullsburg, \$14,006
Silver Lake J1, \$16,098
Siren, \$17,115
Slinger, \$117,541
Solon Springs, \$14,384
Somerset, \$60,790
South Milwaukee, \$114,752
Southern Door County,
\$43,326
Sparta Area, \$112,398
Spencer, \$32,545
Spooner, \$55,269
River Valley, \$55,182
Spring Valley, \$24,642
Stanley-Boyd Area, \$42,396
Stevens Point Area, \$308,135
Stockbridge, \$10,258
Stoughton Area, \$116,117
Stratford, \$36,061
Sturgeon Bay, \$47,075
Sun Prairie Area, \$267,192
Superior, \$163,018
Suring, \$16,912
Royall, \$25,455
Saint Croix Central, \$52,944
Southwestern Wisconsin,
\$26,269
Richmond, \$15,343
Swallow, \$16,273
Stone Bank School District,
\$8,921
Riverdale, \$24,409

T-V

Tri-County Area, \$28,041
Thorp, \$34,928
Three Lakes, \$20,399
Tigerton, \$10,200
Tomah Area, \$131,315
Tomahawk, \$43,733
Trevor-Wilmot Consolidated,
\$16,069
Turtle Lake, \$17,668
Twin Lakes #4, \$13,948
Two Rivers, \$51,869
Union Grove UHS, \$43,675
Union Grove J1, \$29,320
Valders Area, \$36,614
Verona Area, \$185,683
Viroqua Area, \$59,686
Tomorrow River, \$46,552

Unity, \$49,719

W-Y

Wabeno Area, \$16,767
Walworth J1, \$16,331
Washburn, \$17,726
Washington, \$2,877
Waterford UHS, \$40,856
Washington-Caldwell, \$5,637
Waterford Graded, \$53,671
Waterloo, \$33,853
Watertown, \$176,094
Waukesha, \$498,991
Waunakee Community,
\$128,351
Waupaca, \$85,286
Waupun, \$77,266
Wausau, \$304,736
Wausaukee, \$19,614
Wautoma Area, \$51,114
Wauwatosa, \$267,018
Wauzeka-Steuben, \$13,105
Webster, \$24,642
West Allis, \$342,105
West Bend, \$301,917
Westby Area, \$57,303
West Depere, \$116,931
Westfield, \$35,974
Weston, \$21,184
West Salem, \$68,520
Weyauwega-Fremont,
\$41,989
Wheatland J1, \$17,493
Whitefish Bay, \$113,531
Whitehall, \$37,020
White Lake, \$10,287
Whitewater, \$63,289
Whitnall, \$75,261
Wild Rose, \$20,457
Williams Bay, \$19,818
Wilmot UHS, \$54,949
Winneconne Community,
\$59,134
Winter, \$9,764
Wisconsin Dells, \$64,364
Wisconsin Rapids, \$272,684
Wittenberg-Biramwood,
\$50,562
Wonewoc-Union Center,
\$17,319
Woodruff J1, \$14,849
Wrightstown Community,
\$46,493
Yorkville J2, \$12,728
Wisconsin Heights, \$33,998

ORDINANCE OF PUBLIC HEALTH & SAFETY COMMITTEE

Repealing and Recreating Section 6.44.010 Definitions, and Amending Sections 6.44.020 Collection, 6.44.030 Separation, 6.44.040 Solid waste containers, 6.44.050 Draining and wrapping solid waste, 6.44.060 Location of waste and recycling containers for collection, 6.44.070 Certain disposal and removal prohibited, 6.44.080 Noncollectible materials, 6.44.090 Storing of refuse, 6.44.100 Enforcement and penalties

Committee Action: Approved 5-0

Ordinance Number:

Fiscal Impact: None

File Number: 90-1136

Date Introduced: August 11, 2015

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

Add ()
Delete (——)

Section 1. That Section 6.44.010 Definitions, is hereby repealed and recreated to read as follows:

6.44.010 Definitions. As used in this chapter:

(1) "Bulk Items" means discarded residential items that are heavier than fifty (50) pounds in weight, or are otherwise not able to fit within an approved empty Cart. Such items include but are not limited to furniture, chairs, couches, tables, mattresses, box springs, carpeting/padding, snow blowers, push and riding lawn mowers, disassembled outdoor play equipment, large toys, bicycles, and fish aquariums.

(2) "Cart" means that wheeled, rollout receptacle provided by the City or Collector for the collection of Residential Solid Waste and the collection of Recyclables. Carts for collection of Residential Solid Waste shall be distinguished from Carts for Recyclables by lid color. The Cart body color is universal for all Carts.

(3) "Collector" means the person, firm or corporation specifically authorized by the common council to collect Recyclables and Residential Solid Waste from Residential Units located within the City.

(4) "Curbside" means a location that is within three (3) feet of the curb and on the paved surface of the public or private road, within the resident drive approach or along the alley way or placed as close to the roadway or alleyway as practicable without interfering with or endangering the movement of vehicles or pedestrians and at least four (4) feet away from obstructions; or, such other location designated by Collector as a result of alleyways or other tight spaces, the number of Carts to be placed for collection are too great for the available area,

or access to a Residential Unit or Cart by Contractor's equipment may be impractical or infeasible.

(5) "Electronic Devices" means any of the following devices as defined in Wis. Stat. §287.07(5), including but not limited to facsimile machines, digital video players, video cassette recorders, televisions, consumer computers, consumer printers, and telephones.

(6) "Holiday" means New Year's Day, Memorial Day, Independence Day (4th of July), Labor Day, Thanksgiving Day, and Christmas Day.

(7) "Major Appliances" includes but is not limited to residential or commercial air conditioners, clothes dryers, clothes washers, dishwashers, freezers, refrigerators, microwave ovens, stoves, ovens, furnaces, boilers, dehumidifiers, and water heaters.

(8) "Medical Waste" has the meaning giving in Wis. Adm. Code NR §500.03(143).

(9) "Nonresidential Buildings or Property" means any property that is not a Residential Unit.

(10) "Pallet" means a small, low, portable platform which is intended for, or on which goods are placed for storage or moving.

(11) "Residential Unit" means the following dwelling units located within the City of Wausau: single family detached dwellings; each unit of a duplex, triplex, or fourplex; mobile homes; and, residential condominium units located in a structure which contains not more than eight (8) residential dwelling units. Residential multi-family dwellings of five (5) or more units other than the foregoing described residential condominium units are excluded.

(12) "Residential Solid Waste" means all normal domestic household garbage and rubbish generated by a Residential Unit including but not limited to all kitchen and table food waste, animal or vegetative waste attendant with or that results from the storage, preparation, cooking or handling of food materials, paper, rags, cardboard, cartons, wood, rubber, crockery, glassware, metallic ware, sweepings, or other similar wastes. Residential Solid Waste shall also include during the month of January, Christmas trees cut into four (4) foot lengths. Residential Solid Waste excludes Unacceptable Waste.

(13) "Recyclables" means those materials collected for beneficial reuse or remanufacturing, including but not limited to plastic containers labeled 1-7; HDPE containers; PET containers; glass, aluminum, and steel containers; containers for carbonated or malt beverages primarily made of a combination of steel and aluminum; corrugated cardboard or other container board; newspaper or other material printed on similar paper; magazines or other material printed on similar paper; office paper; foam polystyrene packaging and aseptic containers.

(14) "Sharps collection station" means a drop-off site for home generated sharps operated in compliance with Wis. Adm. Code NR §526.09(5).

(15) "Solid Waste" means that garbage and rubbish generated by Nonresidential Buildings or Property including but not limited to all kitchen and table food waste, animal or

vegetative waste attendant with or that results from the storage, preparation, cooking or handling of food materials, paper, rags, cardboard, cartons, wood, rubber, crockery, glassware, metallic ware, sweepings, or other similar wastes.

(16) "Unacceptable Waste" means hazardous waste as defined in Wis. Stat. §291.05(1), (2) or (4); all materials or items prohibited from disposal or incineration at a solid waste disposal facility pursuant to Wis. Stat. §287.07 including but not limited to waste tires, lead acid batteries, remodeling or demolition materials, new construction debris, concrete, bricks, paving materials, and soil; large tree debris, stumps, and shrubs with intact root balls; and, Electronic Devices.

(17) "Yard Waste" means solid waste consisting of solely vegetative matter resulting from landscaping maintenance such as leaves, grass clippings, yard and garden debris and brush including clean woody vegetative materials no greater than six (6) inches in diameter. Yard Waste excludes stumps, roots or shrubs with intact root balls.

Section 2. That Section 6.44.020 Collection, is hereby amended to read as follows:

6.44.020 Collection. (a) Residential Units. ~~Nonrecyclable Residential sSolid Wwaste~~ shall be collected not less than once per week from all ~~Rresidential uUnits~~ according to a schedule set ~~or approved~~ by the city. If a scheduled collection day falls on a ~~Hholiday~~, collection shall be made on the following business day or as provided ~~by~~ in a schedule published by the ~~eCollector~~ in the Wausau Daily Herald ~~one week~~ in advance of the ~~Hholiday~~. ~~Recyclables s solid-waste~~ shall be collected at least once every two weeks on the same day scheduled for collection of ~~nonrecyclable Residential sSolid wWaste~~. Collection activity of ~~Residential Solid Waste and Recyclables~~ shall not commence before 5:45 a.m.

(b) Nonresidential Buildings or Property.

~~(1) — Persons who by themselves dispose of their solid wastes, and persons that hire private haulers to dispose of their solid wastes are responsible for the proper separation of the recyclable from the nonrecyclable wastes. Such persons, or persons they hire, shall collect, transport and dispose of such wastes as provided by city ordinances and in accordance with other health and sanitary regulations pertaining to nuisances.~~

~~(12) The city shall not be responsible for, or provide collection services for any sSolid wWaste, Recyclables or other waste that accumulates in or upon Nonresidential Bbuildings or Pproperty and the owners thereof must arrange for the collection and disposition of Ssolid wWaste, and collection of separated Rrecyclables, or other waste materials at their expense. Such persons, or persons they hire, shall collect, transport and dispose of such wastes as provided by city ordinances and in accordance with other health and sanitary regulations pertaining to nuisances. Collection services shall be provided only for Residential Units and as provided in this chapter.~~

~~(23) Owners or occupants of such Nonresidential bBuildings or pProperty shall provide adequate separate containers for the disposal of both nonrecyclable Solid Waste and rRecyclables s solid-waste.~~

(34) Owners shall regularly notify the users, tenants or other occupants of the premises of such ~~facilities~~ ~~Nonresidential Buildings and Properties~~, including employees, agents and customers, of the city recycling requirements and other requirements of this chapter.

~~(5) Owners of multi-unit dwelling structures shall notify tenants on move-in and on a semi-annual basis thereafter of city requirements regarding separation of recyclable solid waste and other items required by this chapter.~~

(c) Refusal of Service. The city or a Collector may refuse to furnish collection service for Residential Solid Waste or Recyclables to any person not complying and refusing to comply with this chapter and the rules and regulations promulgated by the city for the collection and disposal of Residential Solid Waste or Recyclables. Any person from whom service for the collection of Residential Solid Waste or Recyclables is withdrawn by the Collector or city for failure to comply with the rules and regulations, and who as a result thereof ~~may have~~ has Residential Solid Waste or Recyclables accumulate ~~collect~~ on his/her premises, and which is offensive or amounts to a public or health nuisance under chapter 9.24, may be prosecuted under any ordinances of the city regulating the same.

(d) Special Services. ~~On a~~ Any waste collection requiring special services, such as Bulk Items, Major Appliances, Yard Waste, and Electronic Devices, or collection requiring more than the one Cart provided and designated by the city or Collector for each of Recyclables or Residential Solid Waste, shall be requested by the owner or occupant of a Residential Unit directly from the Collector. ~~an estimate may be given by the city or a collector, which shall be sufficient to cover all costs involved, and the~~ Services for such waste collection rendered shall be at the discretion of the city or the Collector. A schedule of rates charged by Collector for such special services may be obtained from Collector or the city clerk. The occupant or owner of a Residential Unit requesting such service shall be billed directly by the Collector and advance payment of the charge for the special service shall be paid before the collection is made. ~~may be required at the discretion of the Collector.~~

(e) Unacceptable Waste. No person shall place Unacceptable Waste out for collection by the City or Collector, or a private licensed hauler, in the case of Nonresidential Buildings or Property.

(f) Containment. No person shall place any Residential Solid Waste or Recyclables at Curbside for collection that is not contained within the proper Cart with the sole exception, that during the month of January, Christmas trees cut into four (4) foot lengths may be placed at Curbside

Section 3. That Section 6.44.030 Separation, is hereby amended to read as follows:

6.44.030 Separation. (a) It shall be the duty of every owner and occupant of a Residential Unit and owners and occupants of all Nonresidential ~~facilities~~ Buildings and Property to place ~~nonrecyclable~~ Residential Solid Waste, Solid Waste and recyclable and Recyclables solid waste in the proper container or Cart(s) or bundles as hereinafter required. All Residential Solid Waste shall be placed by the owner or occupant of a Residential Unit into the Cart provided and designated by the city or Collector for such purposes. Recyclables shall be placed by the owner or occupant of a Residential Unit into the Cart provided and designated

by the city or Collector for such purposes. No Nonrecyclable Residential Solid Waste shall not be placed in the same container(s) Cart as those used designated for Recyclables and no Recyclables shall be placed in the Cart designated for Residential Solid Waste; solid waste; such mixed wastes shall not be collected by the any collector Collector. All nonrecyclable solid waste shall be grouped together and placed in one or more waste containers. Nonrecyclable solid waste not placed in containers will not be collected Owners and occupants of Nonresidential Buildings or Property shall not place Solid Waste in the same container as that used for Recyclables, nor shall owners and occupants of Nonresidential Buildings or Property place Recyclables in the same container as that used for Solid Waste; such mixed wastes shall not be collected, transported or disposed of by any person.

(b) Notwithstanding any provisions to the contrary in this chapter, every occupant of a Residential Unit is required to separate Yard Waste from Recyclables and Residential Solid Waste other waste that is placed for collection at eCurbside by the city or Collector. All Yard Waste so separated shall be deposited at the city's designated yYard Waste collection site or composted or otherwise disposed of by the owner of the property. No Yard Waste shall be mixed with any Residential Solid Waste or Recyclables which are is placed for collection at Ceurbside by the city or its eCollector.

(c) No person shall deposit brush or Yard Waste at any city Yard Waste collection site other than during the posted hours of operation of that site.

(d) No person shall deposit any Residential Solid Waste, Solid Waste, Recyclables, or any other waste other than yYard Waste produced by the owner or occupant of a Residential Unit at a city yYard Waste collection site. No persons, firm or corporation that is not the owner or occupant of a Residential Unit within the city or occupant of a Residential Unit within a governmental unit that contracts with the city for use of the Yard Waste site shall deposit Yard Waste at a city Yard Waste collection site, unless the yYard Waste is generated at a Residential Unit within the city or occupant of a Residential Unit within a governmental unit that contracts with the city for use of the Yard Waste site. All residents are required to obtain a vehicle sticker to use the yYard Waste site. This sticker will be issued, free of charge, upon verification of residency and will only be accepted as access to the site if adhered to the upper driver-side corner of the front windshield. The sticker will be made available at designated city departments. Each Residential Unit is eligible for no more than two stickers. Fees will be assessed to contractors using the Yard Waste site as provided in section 3.40.010(a).

(e) It shall be mandatory for all persons to separate the Recyclables solid waste designated below from the nonrecyclable Residential Solid Waste or Solid Waste collected by either the city's Ceollector or a private licensed hauler; in the case of Nonresidential Buildings or Property facilities. All Recyclables may be accumulated by occupants or owners at Residential Units within the single Cart provided by the city or Collector for Recyclables without separation or sorting of Recyclables according to type.

(1) — Nonresidential units must separate and prepare to market specifications for recycling all office paper.

(2) — Residential unit occupants and nonresidential owners and occupants shall separate and prepare the following materials in five categories:

- (A) — Magazines,
- (B) — Newspapers,
- (C) — Junk mail,
- (D) — Cardboard, and
- (E) — All other recyclables (glass, metal, and plastic).

Material shall either be bagged or tied with twine and placed in the recycling bin.

(F) — Lead acid batteries shall be nonleaking and set next to the bin.

(G) — Waste oil shall be placed in leak/spill proof plastic containers with screw-on caps no larger than one (1) gallon size set next to the bin.

Section 4. That Section 6.44.040 Solid waste containers, is hereby amended to read as follows:

6.44.040 Solid waste containers. (a) Nonresidential Units ~~recyclable Solid Waste Containers.~~ Each and every owner of a residential and/or Nonresidential Building or Property ~~nonresidential unit~~ shall provide and renew when necessary a sufficient number of containers to hold the nonrecyclable s Solid wWaste and Recyclables which are ~~Nonrecyclable solid waste containers~~ shall be of substantial construction, have with tight fitting covers and strong handles on the outside, and which shall be watertight and fly-proof. ~~Each container shall have a capacity not to exceed thirty five gallons or be a container approved by the city or contractor.~~ All containers shall be maintained by the owner and occupant in a good, clean and sanitary condition. ~~A container for a residential unit filled shall not weigh more than fifty pounds.~~ Any defective container having ragged or sharp edges or other defects that might injure or hamper the person collecting the waste must be replaced immediately by a new container. Any defective container, when used, may be confiscated by the city or the collector.

(b) ~~Reecyable Solid Waste Containers~~ Residential Units. Carts for the collection of Residential Solid Waste and Recyclables shall be provided to each Residential Unit by the city or Collector. Each Residential Unit shall be provided one (1) sixty five (65) gallon (or the nearest equivalent depending upon the manufacturer) Residential Solid Waste Cart and one (1) ninety five (95) gallon (or the nearest equivalent depending upon the manufacturer) Recyclables Cart. Each owner and occupant of a Residential Unit shall properly use and safeguard Carts and maintain and keep the Carts in good condition, ordinary wear and tear excepted. The owner or occupant of a Residential Unit shall be charged Seventy Five Dollars (\$75.00) per Cart for the replacement of any Cart if replacement is required as a result of abuse, misuse, damage, fire or theft. All Carts are the property of the Collector and shall not be removed from the Residential Unit served by such Carts.

(c) Residential Unit Cart Exchange. No owner or occupant of a Residential Unit shall be permitted to exchange Carts for a different size for ninety (90) days after initial delivery

of Carts to a Residential Unit; thereafter owners or occupants of a Residential Unit are limited to one change per year. The owner or occupant requesting a change in Cart size shall pay Collector a fee of Twenty Five Dollars (\$25.00). Residential Units electing a ninety five (95) gallon Residential Solid Waste Cart shall be required to pay directly to Collector an additional Twenty Five Dollar (\$25.00) annual fee.

(d) Additional Residential Carts. Owners or occupants of a Residential Unit may request additional Carts only after the expiration of ninety (90) days after the initial delivery of Carts to a Residential Unit. Requests for additional Carts shall be made directly to Collector. Owners and occupants of Residential Units requesting additional Carts shall make arrangements for collection from such additional Carts directly from Collector and shall be billed by and pay the collection rates for such additional Cart collection and the cost for any additional Carts directly to Collector. A schedule of rates charged by Collector may be obtained from Collector or the city clerk. ~~Appropriate recycling containers shall be provided by the city to the owner of record of each residential unit. It shall be the responsibility of the owner of a nonowner-occupied residential unit to provide the recyclable solid waste container to the occupant of each residential unit. The owners of multi-unit dwelling structures may elect to provide recyclable solid waste containers which serve the entire structure. These alternative containers must be collector approved and must be clearly labeled for recyclable solid waste only. A fee may be charged by the city to the owner of each unit as provided in section 3.40.010(a) for the provision and cost of the container provided to them. If there is a greater amount of recyclables than can be contained in the designated bin, those excess materials may be placed on top of or adjacent to the recycling container in a paper bag and clearly separated from the nonrecyclable solid waste. Nonresidential unit owners must provide adequate separate containers for recycling as provided by section 6.44.020(b).~~

(e) Location of Waste Containers on Property. No Carts or other waste containers of any type shall be located at any time in any front yards except in compliance with section 6.44.060. For purposes of this section “front yard” means that portion of a property between the dwelling structure and the adjoining street and extending the full length of the lot between the side lot lines. The property owner, occupant or other person in charge of the property shall be responsible for violations of this section.

Section 5. That Section 6.44.050 Draining and wrapping solid waste, is hereby amended to read as follows:

6.44.050 Draining and wrapping Residential Solid Waste. Before placing any Residential Solid Waste or Recyclables in a waste container Cart for collection, every occupant of a Residential Unit shall drain the Residential Solid Waste or Recyclables free of water or other liquid so that the ~~solid waste containers~~ Carts shall contain relatively dry packages of ~~nonrecyclable Residential Solid Waste and Recyclables.~~ and recyclable solid waste. It shall be the responsibility of every occupant of a Residential Unit and owner of a Nonresidential Building or Property unit to keep Carts and other waste the containers and their contents dry and free from rainwater and snow.

Section 6. That Section 6.44.060 Location of waste and recycling containers for collection, is hereby amended to read as follows:

6.44.060 Location of waste and recycling containers Carts for collection. The ~~nonrecyclable and recyclable solid waste containers~~ Carts shall be set out at the ~~Curbside~~ curb-side ~~by collection point by Residential Unit~~ owners, occupants, or other persons in charge of the ~~Residential Unit~~, or as may be otherwise directed by the city, or by ~~by the collector~~. Any Cart not placed at Curbside on the day designated for collection by the city or Collector will not be collected. During the winter months, the owner, occupant, or other person in charge of the ~~a Residential Unit(s)~~ shall provide a travel way to the ~~containers~~ Carts which is free of snow. Containers Carts shall not be placed out at the ~~curb-side collection point~~ prior to three (3) p.m. of the day prior to the collection day, and the ~~containers~~ Carts shall not be left at the ~~Curbside~~ curb-side collection point after eleven (11) a.m. of the day after the collection day. The property owner, occupant, or person in charge of the ~~Residential Unit~~ shall be responsible for violations of this section.

Section 7. That Section 6.44.070 Certain disposal and removal prohibited, is hereby amended to read as follows:

6.44.070 Certain disposal and removal prohibited. (a) Dumping Solid Waste and Yard Waste. No person shall rake, deposit, throw, place or leave any ~~Residential Solid Waste, Solid Waste~~ [defined in 6.44.010(31)] or ~~Yard Waste~~ upon any highway, street, court, lane, alley or other public way, park, vacant lot, yard, body of water or any other place except in an appropriate ~~Cart in the case of Residential Units or other appropriate Solid Waste or Recyclable recycling container in the case of Nonresidential Buildings or Property,~~ or at the city's designated ~~Yard Waste~~ site herein required for those purposes.

No person shall deposit and leave any residential or commercial waste material in any waste receptacle or other area in any park.

(b) Unlawful Removal. No person shall upset or turn over the contents of any ~~recyclable or nonrecyclable solid waste container~~ Cart, or in the case of a ~~Nonresidential Building or Property, any other waste container,~~ located on any street, alley or other public place. No person, except a collector, shall place into or remove any ~~recyclable Recyclables, Residential or nonrecyclable Solid Waste, or Solid Waste~~ from any Cart or waste containers without the consent of the occupant, owner or lessee of the premises; and no person, except a collector, shall place into or remove any ~~Recyclables, Residential Solid Waste or Solid Waste or nonrecyclable solid waste from a nonrecyclable solid waste or recycling container~~ from a Cart, or in the case of a ~~Nonresidential Building or Property, any other waste container,~~ which has been set out at the ~~Curbside~~ curb-side collection point or other collection point designated by a collector ~~or the city~~.

(c) Unlawful Deposit. No person shall bring ~~Recyclables, Residential Solid Waste, Solid Waste, Yard Waste~~ or noncollectible materials, as listed in section 6.44.080, into the city for the purpose of collection or disposal. Penalties for violations of this section shall be as provided in section 6.44.110 of this chapter.

(d) This section shall not prohibit ~~sBulk Items~~ solid waste and other materials from being properly set out for ~~city authorized~~ annual collections by owners or occupants to include spring cleanup and fall leaf pickup, nor shall it prohibit persons from composting ~~Yard Waste~~ on property of which they are the owner and/or occupant.

(e) No Burning or Disposal. No person may dispose of in a solid waste disposal facility or burn in a solid waste treatment facility any of the materials specified in section 6.44.030 Recyclables which have been separated for recycling or other items prohibited by Wis. Stat. §287.07, except waste tires may be burned with energy recovery in a solid waste treatment facility.

Section 8. That Section 6.44.080 Noncollectible materials, is hereby amended to read as follows:

6.44.080 Noncollectible materials. (a) No person shall set the following materials out for collection:

(1) Nonseparated waste which is a mixture of any two or more of the ~~three~~ **four** types of wastes, ~~Recyclables, Residential Solid Waste, nonrecyclable Solid Waste and Yard Waste;~~ **Recyclables, Residential Solid Waste, nonrecyclable Solid Waste and Yard Waste;**

(2) ~~Greater than 60 pounds of Unacceptable Waste resulting from the maintenance, remodeling or construction of a building, roadway, sidewalk or similar structures or facilities every week;~~ **Greater than 60 pounds of Unacceptable Waste resulting from the maintenance, remodeling or construction of a building, roadway, sidewalk or similar structures or facilities every week;**

(3) Tires;

(4) Major appliances;

(5) Electronic Devices;

~~(6)~~ **(56)** Yard waste which shall be disposed of as provided in section 6.44.030**(b)**;

~~(7)~~ **(67)** Large furniture items such as mattresses, chairs, couches, tables;

~~(8)~~ **(78)** Hazardous and toxic waste;

~~(9)~~ **(89)** Trees and stumps, roots or shrubs with intact root balls ~~weighing more than 50 pounds;~~

~~(10)~~ **(910)** Paint;

~~(11)~~ **(101)** Flammable liquids;

~~(12)~~ **(112)** Explosives;

~~(13)~~ **(123)** Chemicals;

~~(14)~~ **(134)** Carcasses;

~~(15)~~ **(154)** Medical waste, except home-generated sharps which shall be deposited at a designated sharps collection station as defined in section 6.44.010(30);

~~(16)~~ **(156)** Automotive parts or accessories;

(176) Metal.

(b) These materials shall be disposed of by the property owner, occupant of the property, or other person in charge of the property by contacting a licensed hauler of the specified item or as otherwise provided by law.

(c) The property owner, occupant of the property, or other person in charge of such property shall be responsible for violations of this section.

Section 9. That Section 6.44.090 Storing of refuse, is hereby amended to read as follows:

6.44.090 Storing of refuse. (a) Any accumulation of **Recyclables, Residential Solid Waste, Solid Waste, landscaping materials, Pallets, Bulk Items, Yard Waste,** or noncollectible materials as defined in section 6.44.080, on any premises in the city is **prohibited and** declared to be a nuisance ~~and is prohibited~~ under this chapter. Additionally, storing lumber openly on the premises is prohibited without a current building permit.

(b) The premises owner, occupant of the premises, or other person in charge of such premises shall be responsible for any violations of this section and is subject to the penalties provided in section 6.44.100.

(c) In addition to the penalties in section 6.44.100, the owner of the premises is responsible for removal of any accumulation of **Recyclables, Residential Solid Waste, Solid Waste, landscaping materials, Pallets, Bulk Items, Yard Waste, or noncollectible materials as defined in section 6.44.080** ~~solid waste or noncollectible materials as defined in section 6.44.080,~~ and upon failure to remove such materials after written notice from the county health officer or his/her designee or the chief of the fire department or his/her designee or chief inspector/zoning administrator or his/her designee, the city will cause the removal of the accumulation and assess the charges for such removal to the owner(s) of the premises where the accumulation occurred.

Section 10. That Section 6.44.100 Enforcement and penalties, is hereby amended to read as follows:

6.44.100 Enforcement and penalties. (a) For the purpose of ascertaining compliance with the provisions of this chapter, any authorized officer, employee or representative of the city of Wausau, may inspect recyclable materials ~~separated for recycling,~~ postconsumer waste intended for disposal, recycling collection sites and facilities, collection vehicles, collection areas of multiple-family dwellings and nonresidential facilities and properties, and any records relating to recycling facilities, which shall be kept confidential when necessary to protect proprietary information. No person may refuse access to any authorized officer, employee or authorized representative of the city of Wausau who requests access for purposes of inspection, and who presents appropriate credentials. No person may obstruct, hamper or interfere with such an inspection.

(b) Any person who violates a provision of this chapter may be issued a citation by the city of Wausau to collect forfeitures. The issuance of a citation shall not preclude proceeding under any other ordinance or law relating to the same or any other matter. Proceeding under any

other ordinance or law relating to the same or any other matter shall not preclude the issuance of a citation under this paragraph.

(c) Penalties for violating this chapter may be assessed as follows:

(1) Any person who violates section 6.44.020(b), (c), ~~or (d), (e)~~, or section 6.44.030(e)(2) ~~(A) through (G)~~ may be required to forfeit fifty dollars for a first violation, two hundred dollars for a second violation, and not more than two thousand dollars for a third or subsequent violation.

(2) Any person who violates a provision of this chapter, except section 6.44.020(b), (c), ~~or (d), (e)~~ or section 6.44.030(e)(2) ~~(A) through (G)~~ may be required to forfeit not less than ten dollars nor more than one thousand dollars for each violation.

(3) The forfeiture and penalties provided herein shall not be construed as prohibiting other methods of enforcing this chapter including, but not limited to, injunctions and other forms of relief available to the city.

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 January 1, 2016.

Adopted:
Approved:
Published:
Attest:

Approved:

James E. Tipple, Mayor

Attest:

Toni Rayala, Clerk

PUBLIC HEALTH & SAFETY COMMITTEE

Date and Time: Monday, June 15, 2015 at 5:15 pm, (Council Chambers)

Members Present: Rasmussen (C), Wagner, Gisselman, Kellbach, Neal

Others Present: Alfonso, Hardel, Kujawa, Rayala, Goede, Stratz, Groat, Randy & Tana Scobel, Richard & Mary Gordon, Patricial Alalawneh, Rod Carlson, Tami Ness, Susan Green, Kevin Rutkowski

Discussion and Possible action on Repealing and Recreating Section 6.44.010 Definitions, and Amending Sections 6.44.020 Collection, 6.44.030 Separation, 6.44.040 Solid waste containers, 6.44.050 Draining and wrapping solid waste, 6.44.060 Location of waste and recycling containers for collection, 6.44.070 Certain disposal and removal prohibited, 6.44.080 Noncollectible materials, 6.44.090 Storing of refuse, 6.44.100 Enforcement and penalties

Maryanne Groat explained the ordinances are basically to reflect what our RFP was for automated services. It would mandate the use of the contractor provided cart for refuse and recycling; restrict participation in the curbside pickup to single family duplexes, triplexes, fourplexes, mobile homes and residential condominium units located in a structure that contains no more than eight units; establishing single stream recycling; establishing that each residential unit will receive one 65 gallon refuse cart and one 95 gallon recycling cart (residents will be restricted from making a change to the cart size for the first 90 day implementation period); carts must be spaced four feet apart and away from obstructions; and prohibited from putting things outside the carts. Groat indicated the educational material was being created for the public.

Alfonso noted she just needs to add the words “solid waste: to the second line of Section 6.44.070(c).

Motion by Neal, second by Kellbach to approve the ordinance as presented. Motion carried 5-0.

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

RESOLUTION OF THE FINANCE COMMITTEE	
Approving the Residential Solid Waste and Recycling Service Agreement	
Committee Action:	Approved 3-0
Fiscal Impact	2016 \$1,214,834.04 based upon 14,483 housing units
File Number:	92-1009
Date Introduced:	August 11, 2015

FISCAL IMPACT SUMMARY			
COSTS	<i>Budget Neutral</i>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	2016 costs based upon 14,483 housing units \$1,214,834.04
	<i>Included in Budget:</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<i>Budget Source:</i> 2016 Levy and Recycling Grant
	<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:</i> Contract inflationary increases were included within the proposal
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:</i> Increment Revenue <input type="checkbox"/> Debt <input type="checkbox"/> Funds on Hand <input type="checkbox"/> Interfund Loan <input type="checkbox"/>		

RESOLUTION

WHEREAS, the City’s current solid waste and recyclable collection services contract expires January 1, 2016; and

WHEREAS, the Common Council recommended these services be placed out for competitive proposals with alternate service levels including the existing manual collection method and an automated collection method; and

WHEREAS, the Common Council awarded a ten year contract with Harter’s Fox Valley Disposal, Inc. and the implementation of an automated collection system with cart ownership retained by the contractor at their March 24, 2015; and

NOW THEREFORE BE IT RESOLVED, by the Common Council of the City of Wausau that the appropriate City officials are hereby authorized and directed to enter into the attached agreement between the City of Wausau and Harter’s Fox Valley Disposal, Inc.

BE IT FURTHER RESOLVED, that the proper City Officials work with Harter’s Fox Valley Disposal to implement the carted program beginning January 1, 2016.

Approved:

James E. Tipple, Mayor

FINANCE COMMITTEE

Date and Time: Tuesday, July 28, 2015 @ 5:00 pm., Board Room

Members Present: Oberbeck(C), Kellbach, Mielke

Members Not Present: Nutting, Nagle

Others Present: Groat, Alfonso, Giese, Kujawa, Lindman, Schock, Werth, Tipple, Whalen, Wagner, Rayala, Jon Trautman

Discussion and Possible Action on the consideration of the RESIDENTIAL SOLID WASTE AND RECYCLING SERVICE AGREEMENT

Groat stated the contract has been drafted by the Attorney's Office reflecting our RFP and the proposal that came back from Harter's. She indicated the Attorney's Office has also been developing the ordinances that govern how our residents will manage their refuse and recycling. The contract term is 10 years and 3 months so that renewal or changes would be considered in the month of March rather than January. She noted there is a 7 year renewal option available to Council. The carts will be delivered between Thanksgiving and Christmas and we will be staying with the current pickup days. A packet of information will be delivered with the carts to explain the program as well.

Motion by Oberbeck to amend the contract to remove the 7 year renewal option and to require that we go out for an RFP. Groat commented from an administrative standpoint, this option gives the future administration flexibility. Motion died for lack of a second.

Motion by Kellbach, second by Mielke to approve the contract for Residential Solid Waste and Recycling Service Agreement as presented. Motion carried 3-0.

RESIDENTIAL SOLID WASTE AND RECYCLING SERVICE AGREEMENT

THIS AGREEMENT made this ____ day of _____, 2015, by and between the City of Wausau, a municipal corporation of the State of Wisconsin located in Marathon County, Wisconsin, hereinafter referred to as “City” and Harter’s Fox Valley Disposal LLC, hereinafter referred to as “Contractor.”

WHEREAS, City provides residential solid waste and recyclable collection services to its citizens and Contractor is in the business of providing such residential solid waste and recyclable collection services; and

WHEREAS, the granting of an exclusive Agreement to a private company for the collection, transportation and disposal of solid waste and recyclables is a valid function of City authority to act for the government and good order of the City; and

WHEREAS, City and Contractor are desirous of entering into this Agreement, under the terms of which Contractor shall have an exclusive Agreement for the period of time specified herein for the collection of solid waste and recyclables; and,

WHEREAS, the City and Contractor have agreed to the conditions, terms, rates, provisions and considerations under which Contractor shall perform such solid waste and recyclable collection and for the compensation as hereinafter provided.

NOW, THEREFORE, in consideration of the mutual covenants set forth below, and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1.0 Definitions. For purposes of this Agreement the following terms and phrases shall be defined as follows:

1.1. “Bulk Items” means discarded residential items that are heavier than fifty (50) pounds in weight, or are otherwise not able to fit within an approved empty Cart. Such items include but are not limited to furniture, chairs, couches, tables, mattresses, box springs, carpeting/padding, snow blowers, push and riding lawn mowers, disassembled outdoor play equipment, large toys, bicycles, and fish aquariums.

1.2. “Cart” means a wheeled rollout receptacle for the collection of Residential Solid Waste and for Recyclables. Carts shall be constructed of plastic, have fitted hinged lids, handles of adequate strength for lifting and be compatible with standard automated lifting collection systems. Carts may be changed by customers at Residential Units only as provided in Section 2.7.

1.3. “City Facilities” means those locations within the City set forth on Exhibit 1 attached to this Agreement and made a part hereof.

1.4. "Curbside" means a location that is within three (3) feet of the curb and on the paved surface of the public or private road, within the resident drive approach or along the alley way, or other location designated by Contractor.

1.5 "Dumpster" means the larger steel containers up to eight (8) cubic yards that are used at City Facilities.

1.6. "Electronic Devices" means any of the following devices as defined in Wis. Stat. §287.07(5), including but not limited to facsimile machines, digital video players, video cassette recorders, televisions, consumer computers, consumer printers, and telephones.

1.7. "Major Appliances" includes but is not limited to residential or commercial air conditioners, clothes dryers, clothes washers, dishwashers, freezers, refrigerators, microwave ovens, stoves, ovens, furnaces, boilers, dehumidifiers, and water heaters.

1.8. "Recyclables" means those materials collected for beneficial reuse or remanufacturing, including but not limited to plastic containers labeled 1-7; HDPE containers; PET containers; glass, aluminum, and steel containers; containers for carbonated or malt beverages primarily made of a combination of steel and aluminum; corrugated cardboard or other container board; newspaper or other material printed on newsprint; magazines or other material printed on similar paper; office paper; foam polystyrene packaging and aseptic containers.

1.9. "Residential Unit" means the following dwelling units located within the City of Wausau: single family detached dwellings; each unit of a duplex, triplex, or fourplex; mobile homes; and, residential condominium units located in a structure which contains not more than eight (8) residential dwelling units. Residential multi-family dwellings of five (5) or more units other than the foregoing described residential condominium units are excluded.

1.10. "Residential Solid Waste" means all normal domestic household garbage and rubbish generated by a Residential Unit including but not limited to all kitchen and table food waste, animal or vegetative waste attendant with or that results from the storage, preparation, cooking or handling of food materials, paper, rags, cardboard, cartons, wood, rubber, crockery, glassware, metallic ware, sweepings, or other similar wastes. Residential Solid Waste shall also include during the month of January, Christmas trees cut into four (4) foot lengths. Residential Solid Waste excludes Unacceptable Waste.

1.12. "Single Stream" means the process of accumulating all Recyclables within one Cart without separation or sorting of materials by the City or customers with the materials to be separated for reuse or recycling by Contractor.

1.13. "Solid Waste" means that garbage and rubbish generated by City Facilities in the ordinary course of the facility's daily operations including but not limited to food waste,

animal or vegetative waste attendant with or that results from the storage, preparation, cooking or handling of food materials, paper, rags, cardboard, cartons, wood, rubber, crockery, glassware, metallic ware, sweepings, or other similar wastes.

1.14. “Unacceptable Waste” means hazardous waste as defined in Wis. Stat. s. 291.05(1), (2) or (4); all materials or items prohibited from disposal or incineration at a solid waste disposal facility pursuant to Wis. Stat. s. 287.07 including but not limited to waste tires, lead acid batteries, remodeling or demolition materials, new construction debris, concrete, bricks, paving materials, and soil; and, large tree debris, stumps, and shrubs with intact root balls and Electronic Devices.

1.15. “Yard Waste” means that solid waste consisting of solely vegetative matter resulting from landscaping maintenance such as leaves, grass clippings, yard and garden debris and brush including clean woody vegetative materials no greater than six (6) inches in diameter. Yard Waste excludes stumps, roots or shrubs with intact root balls.

2.0. Services Provided. Contractor shall collect and dispose of Residential Solid Waste and Recyclables from every Residential Unit located within the City in an efficient manner with emphasis on providing quality customer service to the residents of the City of Wausau. Contractor shall also collect and dispose of Solid Waste and Recyclables from City Facilities. Title to Residential Solid Waste, Solid Waste, and Recyclables shall pass to the Contractor once it is placed in the vehicle under control of the Contractor.

2.1. Residential Solid Waste. Contractor shall collect Residential Solid Waste that is timely placed in a Cart from each Residential Unit at Curbside one (1) time per week. All Residential Solid Waste collected by Contractor shall be delivered to Wisconsin DNR licensed and approved landfill.

2.2. Recyclables. Contractor shall collect Single Stream Recyclables that are timely placed in a Cart from each Residential Unit at Curbside biweekly on the same day as Residential Solid Waste collection. Contractor shall collect Single Stream Recyclables from City Facilities on the days and as provided in the schedule set forth on Exhibit 1. Contractor shall cause the delivery of all Recyclables to a WI DNR licensed and self-certified material recovery facility.

2.3. Solid Waste at City Facilities. Contractor shall collect Solid Waste from City Facilities according to the schedule set forth on Exhibit 1. Rates for Solid Waste collection and Recyclables from City Facilities for the initial year of this Agreement shall be as set forth on Exhibit 2. The rates paid to Contractor for such collection shall escalate on January 1 of each year thereafter by two (2) percent. The City shall be invoiced monthly for such services with the invoice detailing each specific facility location and cost.

2.4. Collections.

2.4.1. Time. Collection of Residential Solid Waste and Recyclables shall begin no earlier than 5:45 a.m. and shall be completed no later than 6:00 p.m. Collection shall be performed Monday through Friday and only on Saturday in the event Contractor is responding to a complaint at a Residential Unit, extraordinary weather conditions or Holiday adjustments.

2.4.2. Holidays. The following legal holidays shall be observed by the Contractor (“Holiday”): New Year’s Day, Memorial Day, Independence Day (4th of July), Labor Day, Thanksgiving Day, and Christmas Day. During the week of a Holiday, if the normally scheduled collection day falls on or after the Holiday, the Contractor shall provide collection services on the next business day.

2.4.3. Manner of Collection. Contractor shall make collections with minimal noise and disturbance. Contractor shall ensure that no Solid Waste, Residential Solid Waste, or Recyclable spilled during the collection process or any containers or Carts are left or scattered on any property, public or private, to include any lawn, drive, boulevard, street, alley or roadway.

2.4.4 Delay of Collection. In the event of weather conditions, equipment failure, or other cause that delays or necessitates a change of collection schedule, the Contractor shall notify the City of Wausau, Director of Public Works within thirty (30) minutes of its determination that such delay or schedule change will occur.

2.5. Collection Routes; Modifications. Contractor shall provide the City within thirty (30) days of execution of this Agreement a collection schedule and route plan for services provided under this Agreement. Such schedule and route plan shall be subject to the approval of the City, which approval shall not be unreasonably withheld. Contractor shall, at no additional expense to City, notify all Residential Units within the collection area of any change in the days of collection, including those changes occurring as a result of a Holiday, such notification being made pursuant to advance publication by display ad in the *Wausau Daily Herald*. At least thirty (30) days prior to Contractor issuing a notice of schedule or route change, said notice shall be sent to City for review and approval, such approval not to be unreasonably withheld; provided, however, during the initial implementation period of this Agreement, from January 1, 2016, through February 15, 2016, the Contractor may make changes to the schedule and route plan subject to the approval of the City upon five (5) days written notice to the City.

2.6. Customer Obligations. Contractor shall not be required to collect any Residential Solid Waste or Recyclables if such Residential Solid Waste or Recyclables have not been deposited in the appropriate Cart and timely placed at Curbside in accordance with this Agreement. Notwithstanding the foregoing, Contractor acknowledges, however, as a result of alleyways or other tight spaces, or where the number of Carts to be placed for

collection are too great for the available area, access by Contractor's automated trucks to a minor number of Residential Units may be impractical or infeasible and Contractor shall provide manual collection for these Residential Units. Contractor has the right to refuse to collect all Unacceptable Waste.

2.7. Carts. Contractor shall furnish and deliver one (1) sixty five (65) (or the nearest equivalent depending upon the manufacturer) gallon Residential Solid Waste Cart and one (1) ninety five (95) (or the nearest equivalent depending upon the manufacturer) gallon Recyclables Cart to each Residential Unit by December 23, 2015. Carts required to be provided under this Agreement shall be provided at Contractor's expense. Contractor shall attach educational materials to the top of each Cart upon delivery of the Cart. The educational materials will be provided to Contractor by the City at no cost to Contractor. The Cart body color will be universal for all Carts with a lid color to vary in order to distinguish between Residential Solid Waste Carts and Recyclable Carts.

2.7.1 Cart Inventory. Contractor shall develop and provide to City, an inventory and electronic database of the Cart sizes, Cart barcode number and corresponding address of all Carts delivered by December 30, 2015. Contractor shall provide City with an updated annual report for the previous calendar year by February 1, of the Cart sizes, bar code number and corresponding address. Contractor shall maintain, repair or replace Carts as needed, at its expense, throughout the term of this Agreement.

2.7.2. General. Each Residential Unit has the responsibility to properly use and safeguard Contractor's carts. Contractor shall have the right to charge a Residential Unit customer Seventy Five and No/100 Dollars (\$75.00) per Cart (including delivery fee) for the cost of replacement of any Cart if such replacement is required as a result of abuse, misuse, damage, fire, or theft. Upon the initial delivery of Carts to a Residential Unit, a customer at such Residential Unit shall not be permitted to exchange the delivered Residential Solid Waste Cart for a different size for a ninety (90) day period.

2.7.3 Cart Size Changes. Cart size changes will be limited to one change per year for each Residential Unit. Contractor shall have the right to charge a customer at a Residential Unit requesting a change in Cart size a one-time fee of Twenty Five and No/100 Dollars (\$25.00). In addition, Residential Units electing a ninety five (95) gallon Residential Solid Waste Cart shall be obligated to pay the contractor Twenty Five and No/100 Dollars (\$25.00) annually. The Contractor shall receive no compensation from the City for any change in Cart size requested by a customer at a Residential Unit.

2.7.4. Additional Carts. Customers at Residential Units may request additional Carts beyond the two (2) Carts to be provided under this Agreement. Customers at Residential Units requesting such additional Carts shall make arrangements for collection of Residential Solid Waste or Recyclables from such extra Carts directly with Contractor and shall be billed by and pay the collection rates for such additional Cart collection and the cost of any additional Carts directly to Contractor as set forth in

Exhibit 3. The Contractor shall receive no compensation from the City for any collection service due to additional Carts.

2.7.5 Location of Carts for Collection. The City shall require occupants of each Residential Unit to place Carts Curbside for collection service or placed as close to the roadway or alleyway as practicable without interfering with or endangering the movement of vehicles or pedestrians and at least four (4) feet away from obstructions. The City shall require the occupants of each Residential Unit not accessible to automated collection vehicles to place Carts at an accessible location on a publicly-owned roadway as determined by the Contractor. Contractor may decline to collect any Residential Solid Waste or Recyclables not placed in the Cart.

2.8. Customer Service; Complaints; Missed Collections.

Contractor shall furnish each Residential Unit with instructions for contacting Contractor by local telephone or through email correspondence for information or for service complaints and maintain staff to respond to such telephone calls or email correspondence during normal business hours. Contractor shall also maintain a public web page containing such contact information. Contractor shall receive directly through such local telephone or email correspondence, and shall respond to, complaints on missed collection, container damage, spillage and the like. All complaints regarding missed collection shall be responded to within thirty-six (36) hours of the complaint; all other complaints shall be resolved in a timely and reasonable manner. All complaints shall be given courteous attention.

2.9. Recordkeeping.

2.9.1. Recycling Reports. Contractor shall provide City with copies of contracts it maintains for the processing and marketing of all recyclable materials and reports indicating the weight of rejected recyclable material for each recyclable item collected and the weight of accepted and processed recyclable material for each recyclable material collected which it shall provide quarterly to the City. Contractor shall further provide, on a monthly basis, a list of all households whose recyclable material was in an unacceptable condition.

2.9.2. Ordinance Compliance. Contractor shall provide a report to City of all those Residential Units of which it is aware that are not in compliance with the terms of City ordinances relating to Residential Solid Waste and Recyclable disposal and Contractor shall cooperate with City in all such enforcement activity.

2.10. Equipment; Personnel.

2.10.1. Equipment. Contractor shall furnish and provide adequate number of motor vehicles, apparatus, and equipment as necessary to perform the services required under this Agreement at Contractor's sole expense. All collection vehicles and equipment shall be in good repair, normal wear and tear excepted, clean, well painted, and

reasonably free of rust. There shall be no leakage of either motor oil or hydraulic oil onto the street surface and loud squealing brake noise shall be investigated and repaired to minimize complaints. Each collection vehicle shall have clearly visible on each side the identity and local telephone number of the Contractor. All Residential Solid Waste and Recyclables collected and hauled by Contractor shall be contained, tied, covered, or enclosed to prevent leaking, spilling, or blowing.

2.10.2. Personnel. Contractor shall provide adequate number of qualified personnel as necessary to perform the services required under this Agreement at Contractor's sole expense. Contractor shall have sole control over its employees and be solely responsible for their supervision and pay. Every Contractor employee who operates a vehicle in in connection with the performance of this Agreement shall, at all times, carry a valid Wisconsin driver's license permitting operation of the type of vehicle the driver is operating. Contractor shall provide operating and safety training for all personnel. Contractor shall furnish at its expense all necessary employees and assistants to perform the obligations of the provisions of the Wisconsin Fair Employment Act, Subchapter II of Chapter 111 of the Wisconsin Statutes, as amended, pertaining to the practice of denying employment and other opportunities to, and discriminating against, properly qualified persons by reason of their age, race, creed, color, handicap, sex, national origin, ancestry, arrest record or conviction record. In addition, where required by federal law, Contractor shall comply with all provisions of the Civil Rights Act of 1964, Title VII as amended; the Federal Age Discrimination in Employment Act; and the Federal Rehabilitation Act of 1973.

2.11. Compliance with Rules. Contractor shall, without expense to City, comply with all federal, state and local laws, codes, regulations, ordinances, rules, orders, and policies, as well as the giving of notices, applicable to the performance of the services under this Agreement. Contractor shall submit satisfactory evidence of compliance with all federal, state and local laws, codes, regulations, ordinances, rules, orders, and policies to the City upon request.

2.12. Licenses, Fees and Permits. Contractor shall secure and pay for and shall maintain during the term of this Agreement any and all federal, state and local licenses and permits required in order to perform the required services under this Agreement.

3.0. Optional Services.

3.1. Yard Waste. Contractor shall annually make available to all Residential Units an optional Curbside Yard Waste collection service. The service shall be available from mid-April through the end of October. Collection and proper management of Yard Waste shall be provided by the Contractor with automated ninety five (95) gallon Carts which are separate from those provided under Section 2.7. Customers at Residential Units requesting Yard Waste service shall be billed directly by the Contractor based upon the fee schedule set forth on Exhibit 4. The Contractor shall receive no compensation from the City for any Yard Waste service.

3.2 Bulk Items. Contractor shall make available to all Residential Units at a reasonable rate, at least one (1) monthly collection of Bulk items, Major Appliances, and Electronic Devices at the request of a customer at a Residential Unit based upon the fee schedule set forth on Exhibit 5. Customers at Residential Units requesting Bulk Item collection shall be billed directly by the Contractor for such services. The Contractor shall receive no compensation from the City for any Bulk Item collection service.

3.3. Annual Spring Bulk Item Collection. The City has the option upon twenty one (21) days' written notice to Contractor to notify Contractor that the City will be performing a two week springtime Bulk Item, Major Appliance and Electronic Devices collection from all Residential Units, the timing of which shall be scheduled at the sole option of the City. This collection is in addition to the Bulk Item collection set forth in Section 3.2. Items for the springtime Bulk Item and Major Appliance collection shall be collected by the City or dropped off by residents to the City's Department of Public Works (DPW) site. The Contractor shall place up to six (6) forty (40) cubic yard roll-off containers in the DPW site yard to be filled by City employees. Placement of the roll off containers shall be coordinated between Contractor and City employees. Such roll-off containers must permit the City to fill the roll-off containers with an excavator fitted with a grapple. Contractor shall deliver approximately four (4) to six (6) roll-off containers per day for the two week collection period from the DPW site to the Marathon County Landfill. The roll-off containers shall be delivered to the DPW site the week before the springtime Bulk Item and Major Appliance is to begin. Landfill tipping fees will be paid directly by the City to the Marathon County Landfill. The City will compensate the Contractor for each forty (40) cubic yard container dump based upon the fee schedule set forth in Exhibit 6.

4.0. Insurance. Contractor shall, at its sole expense, maintain in effect at all times during the term of this Agreement, insurance coverage with limits not less than those set forth below issued by a company or companies authorized to do business in the State of Wisconsin and satisfactory to the City. Such coverage shall be primary. Prior to execution of the Agreement, the Contractor shall furnish to the City a Certificate of Insurance and upon request, certified copies of the required insurance policies. The Certificate shall name the City, its employees, agents, representatives, and elected or appointed officials as additional insureds. The policy of insurance shall state that coverage shall not be cancelled by the insurer in less than thirty (30) days after the insured and the City have received written notice of such cancellation.

Workers' Compensation Insurance in the amount of the statutory limits under Wisconsin law, and Employer's Liability Insurance in the amount of \$500,000.00.

General Liability Insurance including Products or Completed Operations, Bodily Injury, and Property Damage Liability: \$5,000,000.00

Auto Liability for bodily injury and property damage: \$2,000,000.00

Environmental Impairment Liability or Pollution Liability with coverage of at least \$1,000,000.00 per occurrence and \$1,000,000.00 annual aggregate.

5.0. Indemnification. Contractor shall defend indemnify and hold harmless the City, its employees, agents, representatives, and elected or appointed officials, from and against any and all liabilities, losses, judgments, actions, suits, obligations, debts, demands, damages, penalties, claims, costs, charges and expenses, including reasonable attorneys' fees, of any kind or of any nature whatsoever which may be imposed, incurred, sustained or asserted against the City, its employees, agents, representatives, and elected or appointed officials as a result of any act or omission on the part of the Contractor or others whose services are engaged in by the Contractor or anyone directly or indirectly employed by or controlled by the Contractor arising directly or indirectly in the course of the performance of the work provided for in the Agreement.

6.0. Compensation for Residential Solid Waste and Recyclables.

6.1. Base. Contractor shall receive monthly compensation based upon the unit rate and fee schedule set forth in Exhibit 7. The unit rate includes the cost of all landfill tipping fees and related federal and state taxes, all of which are to be paid by Contractor at its sole cost and expense. A final Residential Unit count shall be performed based upon the actual number of Residential Units at the time of implementation of this Agreement and the City shall be invoiced and billed monthly for services for the first full year of this Agreement based upon such final Residential Unit count. Additions or subtractions to the number of Residential Units shall be made as provided below. The per unit rate(s) shall be charged based upon the actual Residential Unit count and size of Carts delivered to Residential Units upon implementation of this Agreement and adjustments shall be made as provided below:

- A. The Residential Unit count shall thereafter be adjusted annually effective January 2 of each subsequent contract year for the duration of this Agreement as follows: increases shall be made for Residential Units annexed into the City and for newly constructed Residential Units as determined on the basis of the City Department of Public Works, Division of Inspections and Zoning records of new construction permits issued between January 2 of the preceding year and January 2 of the adjustment year. Decreases shall be made as a result of Residential Unit demolitions as determined by the same records and for the same period.
- B. Additions or subtractions of Residential Units may occur effective the first full month following an annexation or detachment of ten (10) or more Residential Units

notwithstanding the provisions of subsection 6.1.B.

- C. The Contractor and City shall make good faith effort to reconcile Residential Unit changes to the Cart additions and deletions.
- D. The unit rate for the Residential Solid Waste Collection and Recyclables shall be adjusted automatically based upon the fee schedule set forth in Exhibit 7.

6.2. Landfill Fees. An adjustment for compensation paid under this Agreement shall be made annually beginning on January 1, 2017, and continuing each year thereafter for the term of this Agreement by comparing a base rate to be applied for purposes of this adjustment of Thirty Two and 22/100 Dollars (\$32.22) for landfill tipping fees (inclusive of all taxes) to the amount of landfill tipping fees (inclusive of taxes) charged at the Marathon County Landfill Disposal Site as established on January 1 and multiplying the difference to the total tonnage of Residential Solid Waste hauled to the landfill in the prior year. The amount of any increase so calculated shall be paid in a lump sum to the Contractor and the amount of any decrease so calculated shall be paid in a lump sum to the City. Such lump sum, if any, shall be paid to the party so entitled within forty five (45) days.

6.3. Fuel Surcharge. For purposes of this Agreement, the base cost of compressed natural gas is established at Two and 10/100 Dollars (\$2.10) per gallon equivalent. On January 1 and July 1 of each year, the City shall compute and pay within thirty (30) days any fuel surcharge payment due to the Contractor calculated in accordance with this section as follows: on the first day of every month of the term of this Agreement the City shall determine if the cost of compressed natural gas exceeds the base cost of compressed natural gas by comparing the cost of compressed natural gas on the first Monday of the month sold at the lowest cost retail station within the Wausau Metro area to the base cost. The payment shall equal Two Hundred Eighty Four and No/100 (\$284.00) for every whole ten cent (\$0.10) units the cost of compressed natural gas exceeds the base cost of compressed natural gas as provided in this section.

7.0 Exclusivity. So long as Contractor is not in default under this Agreement, City will not enter into any agreement or understanding with any other person or entity for performance of the services contemplated hereby during the term hereof. If the City wishes to add services which are not within the scope of this Agreement but which Contractor may consider offering, the City shall first negotiate in good faith with Contractor for provision of such additional services before negotiating with third parties, but the City shall not be in violation of this subsection for negotiating with third parties for such additional services.

8.0. Term. The term of this Agreement shall be for ten (10) years beginning on January 1, 2016, and ending on March 31, 2026, unless otherwise terminated as provided in Section 9.

To the extent authorized by the City Common Council, the City shall have an option to renew this Agreement upon the same terms and conditions, for an additional seven (7) year term or any lesser

period as the City Common Council shall deem reasonable, by providing the Contractor with a written notice of intent to extend no later than March 31, 2025.

9.0. Termination. The following shall constitute events of default:

9.1. Default. This Agreement may be terminated by either party for failure by the other party to perform any material obligation under the terms of this Agreement, upon sixty (60) days written notice specifying the nature of such default or failure. Termination shall not become effective if the defaulting party remedies or cures the default within thirty (30) days.

9.2. Unsatisfactory Performance. City may terminate this Agreement for unsatisfactory performance upon sixty (60) days written notice to Contractor. Unsatisfactory service shall include, but not be limited to consistent or recurring failure to provide timely collection, omission of collection, failure to leave collection sites in good order, delivery of recyclables to landfills, or a failure to provide a regular and accurate accounting for the disposal of Residential Solid Waste or Recyclables or similar deviations from the requirements of the Agreement. Termination shall not become effective if the Contractor remedies or cures the default within thirty (30) days.

9.3. Insolvency and Bankruptcy. Contractor becomes insolvent or bankrupt and cannot pay its debts or obligations when they become due, files a petition in bankruptcy or has such a petition filed against it, has a receiver appointed with respect to all or substantially all of its assets; makes an assignment for the benefit of creditors; or ceases to do business in the ordinary course.

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

9.5 Right in Contractor's Equipment.

9.5.1. Possession of Equipment and Carts. In the event this Agreement shall be terminated by mutual consent, or default by Contractor in the performance thereof, City shall have the option, at its discretion, of taking immediate possession and control of all equipment and Carts of every nature or kind used or useful in the performance of this Agreement and to use such equipment and Carts or make them available to another contractor in the continued performance of services similar to those provided under this Agreement. City shall pay the reasonable value of such equipment and Carts, less encumbrances, as mutually agreed to between City and Contractor. It is the express intention of this provision to enable the City to continuously perform the services provided for under this Agreement by the use of Contractor's equipment and Carts for the reason that the equipment and Carts are specialized in nature and not readily obtainable by the City and such services are an essential public service which must not be interrupted.

9.5.2. Arbitration. In the event the City and Contractor cannot agree to the reasonable value of equipment and Carts, the reasonable value shall be determined by arbitration between the parties hereto, such arbitration to be accomplished by the City selecting one individual, Contractor selecting another, and the two so chosen, selecting a third. Such panel of arbitrators shall then determine the reasonable value of the equipment and Carts which shall be paid by the City to the Contractor as full and complete payment for such equipment and Carts. The decision of the panel of arbitrators shall be made within five (5) days after its appointment. The value determined by arbitration shall be final. Upon the award and decision of the panel of arbitrators as set forth herein, the City shall have the right of either accepting or rejecting such award and decision. Upon rejection, the equipment and Carts shall be immediately redelivered to Contractor. Each party shall pay one half of the expense of arbitration.

10. Miscellaneous.

10.1. Amendments. No modification, waiver or amendment of this Agreement shall be binding unless in writing and signed by or on behalf of the parties.

10.2. Authority to Contract. The parties represent and warrant that they have obtained all authorizations and approvals necessary to enter into this Agreement and that the undersigned individual(s) acting on behalf of each party have been duly authorized to execute this Agreement on behalf of the respective party.

10.3. Notices. Any notice or other communication required or permitted under this Agreement shall be in writing and delivered in person, sent by a nationally recognized overnight delivery service, or certified U.S. mail, postage prepaid as follows:

City:

City Clerk
City of Wausau City Hall
407 Grant Street
Wausau, WI 54403-4783.

Contractor:

Harter's Fox Valley Disposal LLC
W17620 County Rd. Q
Wittenberg, WI 54499

Notices shall be effective upon delivery or refusal of delivery at the above specified address. Changes in respective address may be made from time to time by written notice.

10.4. Governing Law. This Agreement shall be governed by and construed under the laws of the State of Wisconsin and venue for any legal action between the parties shall be in the Marathon County Circuit Court.

10.5. Survival. All representations, indemnifications, and guarantees made in, required by, or given in accordance with this Agreement, as well as all continuing obligations, will survive any payment, final or otherwise, and termination or expiration of this Agreement.

10.6. Severability. If any portion of this Agreement shall become illegal, null or void, or against public policy, for any reason, or shall be held to be invalid or unenforceable by any court of competent jurisdiction, the remaining portions of this Agreement shall not be affected thereby and shall remain in full force and effect to the fullest extent permissible by law.

10.7. Entire Agreement. This Agreement, together with any Exhibits, constitutes the entire agreement between the parties hereto and all prior and contemporaneous agreements, representations, negotiations, and understandings of the parties hereto, oral or written, are hereby superseded and merged herein.

10.8. Waiver. The failure of either party to enforce any of the provisions of this Agreement shall not be construed as a waiver of such provision or the right of the party thereafter to enforce each and every such provision.

10.9. Assignment. Neither party may assign this Agreement or any of the services provided under this Agreement without the express written approval of the other party. The approval of the City may be manifested only by a resolution adopted by a majority of the Common Council.

10.10. Force Majeure. In the event either party is rendered unable, in whole or in part, to perform its duties or obligations hereunder as a result of acts of God, authority of laws,

strikes, lockouts, labor disputes, riots or other causes beyond its control, it shall notify the other party of such event in writing and the obligations of such party may be suspended during the continuation of any inability to perform so caused by such event.

10.11. Independent Contractor. Contractor, in the performance of this Agreement, is acting as an independent contractor and not as an employee, agent, partner or joint venture of City and neither party shall hold itself out as such or knowingly permit another to rely on such belief. Nothing in this Agreement is intended or shall be construed to create any association, partnership, joint venture or employment relationship between the parties, nor shall either party have any right to enter into any agreement or commitment on behalf of the other. Contractor shall bear sole responsibility for all the acts of its employees, agents or subcontractors and for all payroll and employment taxes relating to Contractor's personnel.

10.12. Captions. The titles or headings preceding any section or paragraph are for reference and convenience only and shall in no way be construed to be a material part of this Agreement.

10.13. Counterparts. This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

10.14. Public Records Law. Contractor shall assist City in complying with any public record request in connection with this Agreement submitted to City pursuant to the Wisconsin Public Records Law, Wis. Stat. §§19.31-19.39.

11.0. Performance Bond. Contractor shall provide the City, in order to assure performance of the Agreement during its term, a performance bond issued by a surety company licensed to do business in the State of Wisconsin or a letter of credit in the amount of not less than \$500,000.00. Proof of ability to furnish the performance bond or letter of credit shall be furnished to the City prior to execution of this Agreement. Any performance bond shall be rated "B" or better in the latest edition of "Best's Guide" and otherwise satisfactory to the City. Such a bond shall be maintained during the entire duration of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

CITY OF WAUSAU, WISCONSIN

James E. Tipple, Mayor

Attest:

Toni Rayala, Clerk

CONTRACTOR

By: _____

Name: _____

Title: _____

Attest: _____

CITY FACILITIES**CITY HALL**

Garbage Pickup	Tuesday & Friday
Paper Pickup	Monday, Wednesday & Friday
Co-mingle Recycling	Thursday

PUBLIC SAFETY BUILDING

Garbage Pickup	Friday
Paper Pickup	Friday
Co-mingle Recycling	Thursday

WATER UTILITY

Garbage Pickup	Weekly
Co-mingle Recycling	Weekly

DEPARTMENT OF PUBLIC WORKS

Garbage Pickup	Weekly
	As Needed
	As Needed

CENTRAL FIRE STATION

Garbage Pickup	Weekly
Co-mingled Recycling	Every Two Weeks

FIRE STATION #2

Garbage Pickup	Weekly
Co-mingled Recycling	Every Two Weeks

FIRE STATION #3

Garbage Pickup	Weekly
Co-mingled Recycling	Every Two Weeks

AIRPORT

Garbage Pickup	Weekly
Co-mingled Recycling	Weekly
Yard Waste	Weekly

TRANSIT

Garbage Pickup	Weekly
Cardboard Recycling	Twice per Year
Plastic Recycling	Monthly

CITY OF WAUSAU REFUSE AND RECYCLING PROPOSAL FORM

CITY FACILITIES

Provide the monthly fee schedule for the collection and disposal of refuse and recycling for city facilities. Rates listed will reflect 2016 rates.

Container Size	REFUSE			RECYCLING		
	Pick-Up Frequency Per Week			Pick-Up Frequency Per Week		
	1	2	3	1	2	3
90 Gallon	\$5.00	\$10	\$18	\$2.00	\$4	\$7
.5 Yard	\$8	\$15	\$22	\$3	\$5	\$9
1 Yard	\$45	\$95	\$140	\$35	\$45	\$55
2 Yard	\$55	\$100	\$150	\$40	\$50	\$60
3 Yard	\$70	\$130	\$195	\$43	\$53	\$64
4 Yard	\$75	\$140	\$210	\$45	\$55	\$65
6 Yard	\$100	\$180	\$260	\$55	\$65	\$75

Detail annual future cost increases if any: 2% per year

EXTRA CART SERVICES

Extra Cart service arranged directly between the customer and contractor.

Annual Fee	65 Gal	96 Gal
2016	\$ 55.00	\$ 60.00
2017	\$ 55.00	\$ 60.00
2018	\$ 55.00	\$ 60.00
2019	\$ 57.00	\$ 62.00
2020	\$ 57.00	\$ 62.00
2021	\$ 59.00	\$ 64.00
2022	\$ 59.00	\$ 64.00
2023	\$ 61.00	\$ 66.00
2024	\$ 61.00	\$ 66.00
2025	\$ 63.00	\$ 68.00

This pricing is for Refuse pickup. Extra Recycling carts would be half the above price.
If manual pickup is chosen cart rental is \$36 per year.

CITY OF WAUSAU REFUSE AND RECYCLING PROPOSAL FORM**SEASONAL YARD WASTE WEEKLY CURBSIDE COLLECTION
SUBSCRIPTION SERVICE**

Seasonal yard waste collection shall be provided on a subscription service only. Collection and disposal shall be provided by the contractor with automated carts only. Cart size shall be 95 gallon class only. Residents requesting service shall be billed directly by the contractor.

The rates quoted will be for 2015 and shall include cart delivery and pickup, rental, collection and recycling of the yard waste.

Length of Season Monthly Fee	<u>April through October</u>
2016	\$ 20.00
2017	\$ 20.25
2018	\$ 20.50
2019	\$ 20.75
2020	\$ 21.00
2021	\$ 21.25
2022	\$ 21.50
2023	\$ 22.75
2024	\$ 23.00
2025	\$ 23.25

The length of these services will ultimately coincide with the contract term.

CITY OF WAUSAU REFUSE AND RECYCLING PROPOSAL FORM**BULK ITEMS AND ELECTRONICS SUBSCRIPTION SERVICE PROPOSAL**

Large items shall be collected and disposed of by direct service request from residents. The contractor shall schedule the pickup at their discretion. The contractor shall direct bill and receive payment directly from the resident. The fee schedule can be adjusted annually upon approval by the Board of Public Works. Attach or enter the initial collection and disposal fees in the table below or provide a similar attachment.

This list is not intended to be inclusive.

Sofa	\$30
Love Seat	\$30
Upholestered Chair	\$30
Rocker Recliner	\$30
Mattress	\$25
Box Springs	\$25
Dining Table and Chairs	\$30
Refrigerator	\$40
Stove	\$25
Dishwasher	\$25
Washer	\$25
Dryer	\$25
Microwave	\$25
Lumber	\$30
Tire	\$15
Snowblower	\$40
Lawnmower - Push	\$30
Lawnmower - Riding	\$60
Outdoor Play Equipment - Disasser	\$75
Computer	\$15
TV - Large Screen	\$40
TV	\$20

*** Reduced pricing for multiple items

CITY OF WAUSAU REFUSE AND RECYCLING PROPOSAL FORM**RATE 40 CUBIC YARD ROLL-OFF CONTAINERS**

Contractor to provide an inclusive cost of one 40 cubic yard container rental of approximately 3 weeks and transportation to the Marathon County Landfill. The City expects to use 4 to 6 roll-off containers. The City will pay tipping fees directly to the County. This is an all-inclusive cost and subject to CPI and Fuel charge increases if applicable.

40 cubic yard container rental and transportation to Marathon County

2016	<u>150 per dump</u>
2017	<u>150 per dump</u>
2018	<u>150 per dump</u>
2019	<u>160 per dump</u>
2020	<u>160 per dump</u>
2021	<u>165 per dump</u>
2022	<u>165 per dump</u>
2023	<u>170 per dump</u>
2024	<u>170 per dump</u>
2025	<u>170 per dump</u>

The length of these services will ultimately coincide with the contract term.
This service may or may not be utilized.

CITY OF WAUSAU REFUSE AND RECYCLING PROPOSAL FORM**QUOTE # 1****AUTOMATED REFUSE AND RECYCLING - CONTRACTOR PURCHASES
CARTS**

TEN YEAR QUOTE					
Year	Monthly Unit Rate	35 Gal	48 Gal	65 Gal	96 Gal
2016	Refuse	\$ 4.66	\$ 4.71	\$ 4.84	\$ 5.02
	Recycling	\$ 2.15	\$ 2.15	\$ 2.15	\$ 2.15
	Total	\$ 6.81	\$ 6.86	\$ 6.99	\$ 7.17
2017	Refuse	\$ 4.71	\$ 4.76	\$ 4.89	\$ 5.07
	Recycling	\$ 2.17	\$ 2.17	\$ 2.17	\$ 2.17
	Total	\$ 6.88	\$ 6.93	\$ 7.06	\$ 7.24
2018	Refuse	\$ 4.80	\$ 4.86	\$ 4.99	\$ 5.17
	Recycling	\$ 2.22	\$ 2.22	\$ 2.22	\$ 2.22
	Total	\$ 7.02	\$ 7.08	\$ 7.21	\$ 7.39
2019	Refuse	\$ 4.90	\$ 4.96	\$ 5.09	\$ 5.27
	Recycling	\$ 2.26	\$ 2.26	\$ 2.26	\$ 2.26
	Total	\$ 7.16	\$ 7.22	\$ 7.35	\$ 7.53
2020	Refuse	\$ 5.00	\$ 5.06	\$ 5.19	\$ 5.38
	Recycling	\$ 2.31	\$ 2.31	\$ 2.31	\$ 2.31
	Total	\$ 7.31	\$ 7.37	\$ 7.50	\$ 7.69
2021	Refuse	\$ 5.10	\$ 5.16	\$ 5.29	\$ 5.49
	Recycling	\$ 2.36	\$ 2.36	\$ 2.36	\$ 2.36
	Total	\$ 7.46	\$ 7.52	\$ 7.65	\$ 7.85
2022	Refuse	\$ 5.20	\$ 5.26	\$ 5.40	\$ 5.60
	Recycling	\$ 2.41	\$ 2.41	\$ 2.41	\$ 2.41
	Total	\$ 7.61	\$ 7.67	\$ 7.81	\$ 8.01
2023	Refuse	\$ 5.31	\$ 5.37	\$ 5.51	\$ 5.71
	Recycling	\$ 2.46	\$ 2.46	\$ 2.46	\$ 2.46
	Total	\$ 7.77	\$ 7.83	\$ 7.97	\$ 8.17
2024	Refuse	\$ 5.42	\$ 5.48	\$ 5.62	\$ 5.82
	Recycling	\$ 2.51	\$ 2.51	\$ 2.51	\$ 2.51
	Total	\$ 7.93	\$ 7.99	\$ 8.13	\$ 8.33
2025	Refuse	\$ 5.53	\$ 5.59	\$ 5.73	\$ 5.94
	Recycling	\$ 2.56	\$ 2.56	\$ 2.56	\$ 2.56
	Total	\$ 8.09	\$ 8.15	\$ 8.29	\$ 8.50

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

ORDINANCE OF THE PLAN COMMISSION

Rezoning 220, 306, and 352 South 18th Avenue from IB, Interchange Business District, to UDD, Unified Development District and approve the General Development Plan to allow for a convenience store with gasoline sales and a carwash.

Committee Action: Approved 6-0

Fiscal Impact: None.

File Number: 15-0804

Date Introduced: August 11, 2015

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

Section 1. That the site of lands described as follows:

*Part of the Southwest Southeast Section 27, Township 29 North, Range 7 East, Commencing at South ¼ Corner East 1337.28 feet to Southeast Corner Northwesterly 764.02 feet to North Right-of-Way of South 52 Point of Beginning Southwesterly 159.36 feet Northwesterly Along Arc of Curve 297.96 feet Northwesterly 106.93 feet North 513.94 feet Northeasterly 166.77 feet East 120 feet South 139.79 feet East 116.78 feet Southwesterly 16.93 feet South 95 feet Southeasterly 2.75 feet South 126 feet East 259.48 feet South 128.17 feet Southwesterly 115 feet 2 120 feet Northeasterly 115 feet Southwesterly 70.69 feet to Beginning Parcel (6) of M499 Pages 1010-1017, As Described as Parcel (1) of CSM Volume 32-123, **MORE COMMONLY KNOWN AS 220 SOUTH 18TH AVENUE;***

*Part of the Southwest Southeast Section 27, Township 29 North, Range 7 East, Commencing at South ¼ Corner East 1337.28 feet to Southeast Corner Northwesterly 764.02 feet Northeasterly 70.69 feet to Point of Beginning Southwesterly 115 feet North 120 feet Northeasterly 115 feet South 120 feet to Beginning Lot (2) of Volume M499, Pages 1010-1017, As Described as Parcel (3) of CSM Volume 32-123, **MORE COMMONLY KNOWN AS 306 SOUTH 18TH AVENUE; AND***

*Part of the Southwest Southeast Section 27, Township 29 North, Range 7 East, Commencing at Southeast Corner Northwest 764.02 feet Southwest 159.36 feet Northwest 297.96 feet Northwest 106.93 feet to Point of Beginning Northwest 102.81 feet Northwest 215.85 feet Northeast 549.64 feet South 513.94 feet to Beginning CSM Volume 17, Page 40, Lot (1) of Volume M499 Pages 1010/1017, **MORE COMMONLY KNOWN AS 352 SOUTH 18TH AVENUE***

now comprising a part of IB, Interchange Business District, according to the Zoning Ordinance of the City of Wausau is hereby rezoned to UDD, Unified Development District, and the general development plan is approved to allow for a convenience store with gasoline sales and a carwash.

- Section 2. This change in zoning shall be designated on the official city zoning map.
- Section 3. All ordinances or parts of ordinances in conflict herewith are hereby repealed.
- Section 4. This ordinance shall be in full force and effect from and after its date of publication.

Adopted:
Approved:
Published:
Attest:

Approved:

James E. Tipple, Mayor

Attest:

Toni Rayala, Clerk

PLAN COMMISSION

Time and Date: The Plan Commission met on Tuesday, July 21, 2015, at 5:00 p.m. in the Common Council Chambers of Wausau City Hall.

Members Present: Mayor Tipple, Lindman, Gisselman, Oberbeck, Bohlken, Atwell

Others Present: Lenz, Hebert, DeSantis, Huotari, Clauss, Firkus, Johnson, Scholfield, Baregi

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

Mayor Tipple called the meeting to order at 5:00 p.m. noting that a quorum was present and welcomed Tom Atwell as the newest member of the commission.

PUBLIC HEARING: Discussion and possible action on rezoning 220, 306, 352 South 18th Avenue from IB, Interchange Business District to UDD, Unified Development District, and approving the General Development Plan to allow for a convenience store with gasoline sales and a carwash. (Baregi)

Bill Scholfield, representing the Lindell family and John Baregi is available to answer any questions. The Lindell family has been part of area for many years and owns the Shopko building, County Market building, strip mall, and the former Marcus theatre. The process is continuing with a younger generation and is revamping the center. To utilize the footprint, UDD zoning makes the most sense.

Mayor Tipple closed the public hearing.

Lenz said the map on the 4th page of the staff report shows the lot which includes County Market, the strip mall, and the former Marcus theatre. UDD zoning offers flexibility and is alright in this situation because the overall site is being planned as a whole. There is a wide right-of-way at the corner of 18th and 52 Parkway – so he feels there will be adequate setback distances. The uses would be permitted in the current IB zoning, with the car wash being a conditional use. Staff feels that the uses are okay with this zoning and there aren't any major issues with the design. He pointed out some minor issues that were also listed in the staff report. First, the new sign being proposed is near the existing sign and looks to have an awkward arrangement with one sign potentially obstructing the other. He said the large letters on the building and other freestanding signs bring into question the necessity of the existing free-standing sign. The new sign appears to be in or near the existing riprap section of the parking lot which transitions into the culvert. He said landscaping plans are in the packet, but they only cover the new building. He said since the whole site is part of the plan, the edge of Stewart Avenue should be incorporated into the plans to match the new development and landscaping. New plans were submitted recently and were passed out to the commission members at the beginning of the meeting.

Hebert asked where the refuse would be stored. Baregi answered that it was originally planned to use the refuse area near County Market, but that does not make much sense since staff would need to walk around the entire building. The refuse area will be located on the Highway 52 side of the property and will be totally enclosed. It will be dressed up, and totally contained within the building walls.

Bohlken motioned to rezone 220, 306, 352 South 18th Avenue from IB, Interchange Business District to UDD, Unified Development District, and approve the General Development Plan to allow for a convenience store with gasoline sales and a carwash. Oberbeck seconded, and the motion carried unanimously 6-0. This item will go to Common Council on August 11, 2015.

Discussion and possible action on approving the Precise Implementation Plan to allow for a convenience store with gasoline sales and a carwash.

Lenz went over the requirements with the commission and the differences between the general development plan and precise implementation plan.

Gisselman motioned to approve the precise implementation plan with the conditions that the pylon sign for County Market along Stewart Avenue be removed and a new or additional landscaping plan be submitted to include the riprap area along Stewart Avenue. Atwell seconded, and the motion carried unanimously 6-0. This item will go to Common Council on August 11, 2015.



STAFF REPORT

TO: City of Wausau Plan Commission
FROM: Brad Lenz, City Planner
DATE: July 15, 2015

GENERAL INFORMATION

APPLICANT: John Baregi, Jerry's Enterprises
LOCATION: 220, 306, and 352 South 18th Avenue
EXISTING ZONING: IB, Interchange Business District
REQUESTED ZONING: UDD, Unified Development District
PURPOSE: To allow for a convenience store with gasoline sales and a car wash. The petitioners are seeking concurrent approval of the general development and precise implementation plans. Please see attached description from the petitioners for more information.
EXISTING LAND USE: Grocery store, strip commercial building, and vacant building pad
SIZE OF PARCELS: Over 8 acres in total
SURROUNDING ZONING AND LAND USE:

North: IB; Retail and highway right-of-way
South: IB; Assorted commercial
East: IB; Assorted commercial
West: Highway right-of-way and IB

(See attached Zoning Map)

ANALYSIS

From Wausau Municipal Code 23.65.040, the approval of a unified development proposal shall be based upon determination as to compliance with the following criteria:

- a) *That the proposed development is consistent with the spirit and intent of these regulations, has been prepared with competent professional advice and guidance and produces significant benefits in terms of improved environmental design to justify the application of the unified development concept;*
- b) *That the site development plan reflects sensitive consideration of the physical nature of the site with particular concern for conservation of natural features, preservation of open space and careful shaping of terrain to minimize scarring, and insures proper drainage and preservation of natural terrain wherever appropriate;*
- c) *That the general character and intensity of use of the development produces an attractive environment appropriate to the uses proposed, and is compatible with existing development in the surrounding area and with general community development plans and policies;*
- d) *That the development can be provided with appropriate municipal services and would not conflict with or cause overload on such facilities as schools, highways, police, fire or utility services;*
- e) *That proposed design standards provide adequately for practical functioning and maintenance, based on actual functional need, in terms of circulation, parking, emergency services, delivery services and snowplowing;*
- f) *That adequate provision has been made to insure proper maintenance and preservation of any common areas provided for the recreation and esthetic enhancement of the development.*

In addition to criteria for assessing unified development proposals, the plan commission shall also make a recommendation to change the zoning classification of particular property based upon the evidence presented in each of the following matters where applicable:

- (a) *Existing use of property within the general area of the property in question and the effect the proposed rezoning is likely to have on these land uses;*
- (b) *The compatibility of the land uses which would be permitted by the zone change with the existing or planned land uses within the general area of the property in question;*
- (c) *The zoning classification of property within the general area of the property in question;*
- (d) *The suitability of the property in question to the uses permitted under the existing zoning classification;*
- (e) *The trend of development, if any, in the general area of the property in question, including changes, if any, which have taken place since the day the property in question was placed in its present zoning classification;*
- (f) *Whether the proposed zone change is generally consistent with the goals, objectives and policies identified in the City of Wausau Comprehensive Plan*
- (g) *The nature and extent of the input received at the public hearing regarding the proposed zone change;*
- (h) *The precedence, if any, that approval of the requested zoning could have on similar requests made elsewhere in the city; and*
- (i) *If the property was recently annexed, the zoning classification of the property prior to annexation.*

The proposed zoning change to UDD is being requested to allow for coordinated site planning of the three entities that would comprise the overall district – an existing strip mall and grocery store, plus a new convenience store. The uses associated with the new Holiday store (i.e., convenience store with gas pumps and a carwash) are either permitted by right in the IB district, or allowed by conditional use. The requested change to UDD zoning would allow the developers the flexibility of shared parking between the three entities, and decrease the required setback distances of the new store in order to maximize efficiency and functionality of the overall site.

Staff does not have concerns over the proposed new uses, or the overall plans for the site, but there are outstanding concerns over the following two (2) items:

- (1) A new free-standing sign for Holiday would be located along Stewart Avenue near an existing pylon sign for County Market. There are currently four (4) tall free-standing signs for the grocery store on multiple sides of the property, plus large building signs on the front of the store. Staff recommends removal of the pylon sign for County Market along Stewart Avenue if the pylon sign for the gas station sign is to be installed along this same frontage.

- (2) The enclosed landscaping plan only covers the area directly around the new store. The existing riprap along Stewart Avenue should be addressed as part of a new or additional landscaping plan, especially in light of a new sign being proposed inside the riprap area, and new improvements (i.e., parking lot enhancements, a new building and new landscaping) taking place directly adjacent to this area.

Upon zoning approval, the petitioners would still be required to obtain the necessary building and sign permits along with stormwater management approval.



HOLIDAY STATIONSTORES, INC.

4567 American Boulevard West, Bloomington, MN 55437 (952) 830-8700

The Proposed Project

Holiday Stationstores has a pending franchise agreement developed with Jerrys Enterprises (P J Investments INC, Crossroads County Market, to redevelop their properties located at 306 South 18th Avenue, and 220 S. 18th Ave to allow for construction of a new convenience store with an attached car wash.

Point of Beginning (POB) Civil Engineering and Land Surveying is in the process of preparing and will submit the Lot Line Adjustment drawings complete with proposed legal description changes.

The Holiday parcel is proposed to be 37,087 square feet (0.851 acres) while the remaining unchanged area of the existing parcel (29129072740992) will continue to be used to service the Crossroads County Market location and adjacent businesses. The plan is to construct a 6,310 square foot gasoline/convenience store, 1,460 square feet of which is car wash. We understand that the car wash requires a Conditional Use Permit which will be formally requested in the Car Wash portion of this narrative. Holiday plans to operate this location 24 hours a day, 365 days a year.

Traffic Circulation and Parking

Holiday engaged the services of POB and Insites civil engineers to prepare the necessary drawings affecting the site development changes. Access onto the site off 18th Ave has not been adjusted and has been maintained as existing.

The parking plan for the site provides 23 general parking spaces, 2 ADA spaces (1 van accessible) directly in front of the main entrance, and 8 fuel service points. A total of 33 parking spaces are provided for this site.

Site Layout, Design Elements, Lighting

The front of the convenience store and the fueling islands will face West towards Hwy51. Because the main access to the site is located behind the building, both the South and East sides of the building have been designed to mimic the storefront look. The storefront aesthetic will have two contrasting shades of traditional style brick accented by a distinctive ledgestone treatment at the corners of the building in addition to framing the front entrance area. These faces will feature full height windows and architectural awnings, strategically placed parapets for architectural interest, branded signage, and decorative lighting all to provide a contemporary update on traditional brick architecture.

The canopy structure sheltering the fueling area will feature some of the same decorative brick/stone that is used in the building design to enhance the canopy support columns. The canopy fascia will be made up of textured metal panels colored to match the EIFS band accent on the building which will provide the refined contemporary look. The gasoline dispenser layout will be 4 islands wide with dispensers serving three grades of gasoline on each. The two outside islands will also have an added dispenser each to allow for Diesel, E85, or Ethanol Free Premium gasoline at this site. The exact products and arrangement have yet to be determined.

The lighting under the canopy will be flush mounted LED light fixtures to prevent glare and light intrusion, yet provide safe and comfortable illumination for our customers. Additional site lighting will include 18ft high LED area lights placed around the building to illuminate otherwise dark spots on the site. All lighting is reflected on the site photometric plan provided.

Signage

Holiday's proposed sign package consists of a 24' tall ground sign, 3 branded building signs, 3 branded fuel area canopy signs and 2 car wash signs.

The 24' tall ground sign will be located along Stewart Avenue and consist of the Holiday logo, gasoline price signs, a car wash sign, and a 31.25 square foot full color electronic message center.

Landscaping

Holiday's proposed Landscape Plan envisions the use of a combination of overstory trees, ornamental trees, shrubs, showy prairie grass, flowering bushes/shrubs, sod, and river rock to bring a tasteful and complimentary look to the development.

Car Wash – Conditional Use Permit

As part of our proposed project, Holiday Stationstores is requesting approval of a Conditional Use Permit for a touch free, rollover car wash. The proposed car wash will be positioned along the Easterly property line behind the convenience store preventing conflict with traffic entering and exiting the site, as well as with internal site circulation. Stacking room for a minimum of 4+ cars is provided along the curb line providing 20minutes of vehicle hold time capacity. The concrete aprons located at both the entrance and exit will be heated to prevent snow and ice build-up from affecting vehicles entering and exiting the wash.

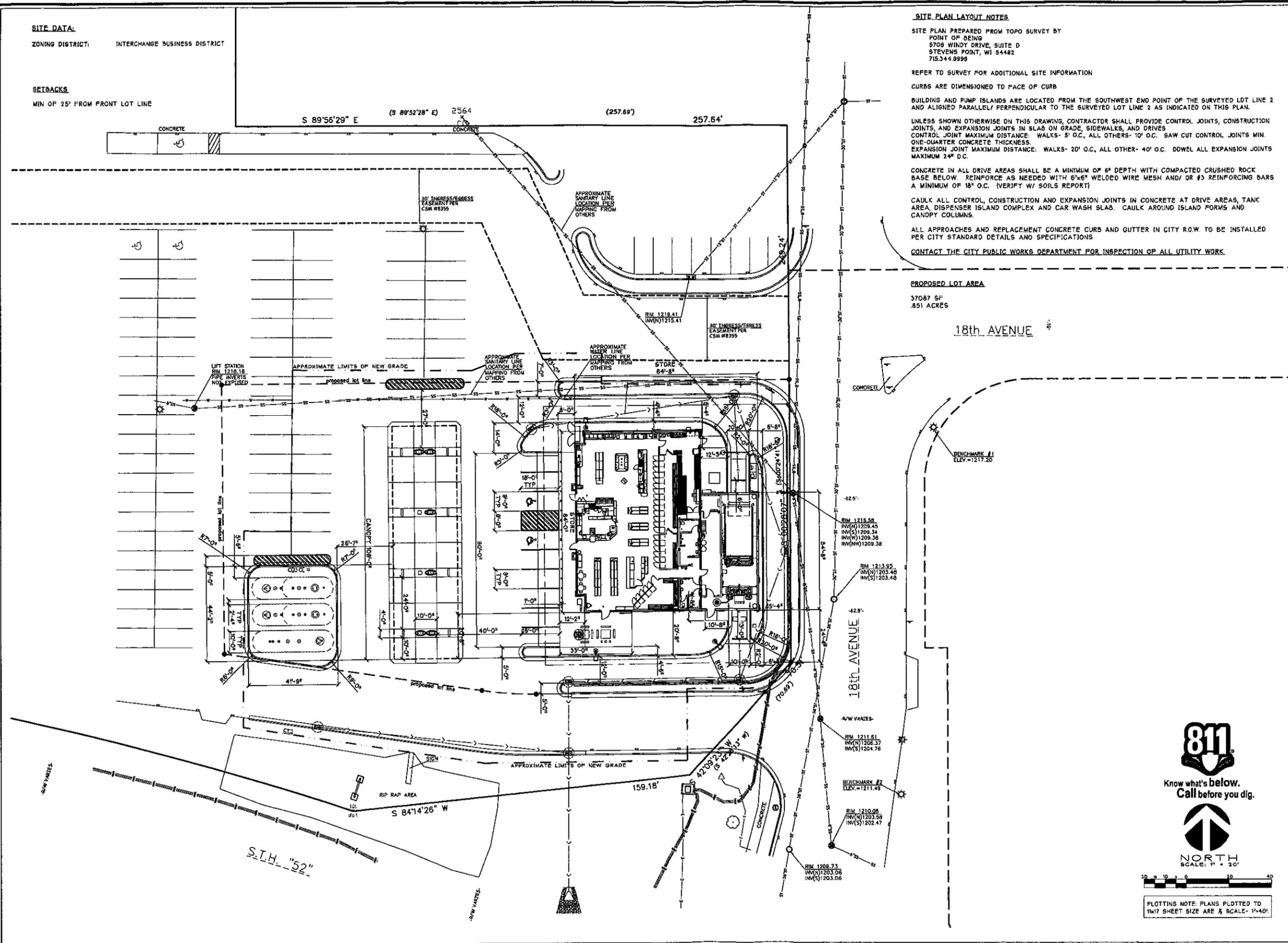
Holiday believes that a car wash is an important feature and a needed service offering for customers in the area. We would appreciate your approval of a Conditional Use Permit to include the proposed car wash in our development.

SITE DATA:
 ZONING DISTRICT: INTERCHANGE BUSINESS DISTRICT

SETBACKS
 MIN OF 25' FROM FRONT LOT LINE

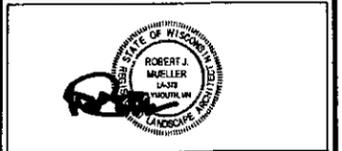
SITE PLAN LAYOUT NOTES
 SITE PLAN PREPARED FROM TOPO SURVEY BY
 POINT OF BEING
 5709 WINDY DRIVE, SUITE D
 STEVENS POINT, WI 54482
 715.344.8999
 REFER TO SURVEY FOR ADDITIONAL SITE INFORMATION
 CURBS ARE DIMENSIONED TO FACE OF CURB
 BUILDING AND PUMP ISLANDS ARE LOCATED FROM THE SOUTHWEST END POINT OF THE SURVEYED LOT LINE 2 AND ALIGNED PARALLEL/ PERPENDICULAR TO THE SURVEYED LOT LINE 2 AS INDICATED ON THIS PLAN.
 UNLESS SHOWN OTHERWISE ON THIS DRAWING, CONTRACTOR SHALL PROVIDE CONTROL JOINTS, CONSTRUCTION JOINTS, AND EXPANSION JOINTS IN SLAB ON GRADE, SIDEWALKS, AND DRIVES
 CONTROL JOINT MAXIMUM DISTANCE: WALKS- 5' O.C., ALL OTHERS- 10' O.C. SAW CUT CONTROL JOINTS MIN ONE-QUARTER CONCRETE THICKNESS.
 EXPANSION JOINT MAXIMUM DISTANCE: WALKS- 20' O.C., ALL OTHER- 40' O.C. DOWEL ALL EXPANSION JOINTS MAXIMUM 24" D.C.
 CONCRETE IN ALL DRIVE AREAS SHALL BE A MINIMUM OF 6" DEPTH WITH COMPACTED CRUSHED ROCK BASE BELOW. REINFORCE AS NEEDED WITH 6"x6" WELDED WIRE MESH AND/ OR #3 REINFORCING BARS A MINIMUM OF 18" O.C. (VERIFY W/ SOILS REPORT)
 CAULK ALL CONTROL, CONSTRUCTION AND EXPANSION JOINTS IN CONCRETE AT DRIVE AREAS, TANK AREA, DISPENSER ISLAND COMPLEX AND CAR WASH SLAB. CAULK AROUND ISLAND FORMS AND CANOPY COLUMNS.
 ALL APPROACHES AND REPLACEMENT CONCRETE CURB AND GUTTER IN CITY R.O.W. TO BE INSTALLED PER CITY STANDARD DETAILS AND SPECIFICATIONS.
 CONTACT THE CITY PUBLIC WORKS DEPARTMENT FOR INSPECTION OF ALL UTILITY WORK.

PROPOSED LOT AREA
 37087 SF
 .851 ACRES



ARCHITECTURAL CONSORTIUM L.L.C.
 901 North Third Street, Suite 220 612-436-4030
 Minneapolis, MN 55401 Fax 612-692-9960

INSITES
 SITE PLANNING LANDSCAPE ARCHITECTURE
 3030 Harbor Lane North, Suite 131
 Plymouth, Minnesota 55447
 763.383.6400
 Fax 763.383.2440



Holiday
STATIONSTORE
 #
 WAUSAU, WI

PROJECT NUMBER:	
DRAWN BY:	x
CHECKED BY:	x
MARK:	REVISION / ISSUE: DATE:
	DATE: 07/20/15

ALL QUESTIONS RELATED TO BIDDING AND CONSTRUCTION OF THIS PROJECT SHALL BE DIRECTED TO HOLIDAY COMPANES PROJECT MANAGER.
JOEL GEIL
 4567 AMERICAN BLVD. WEST
 MINNEAPOLIS, MN 55437-1123
 (652) 630-8884 (PHONE)
 joel.geil@holidaycompaines.com

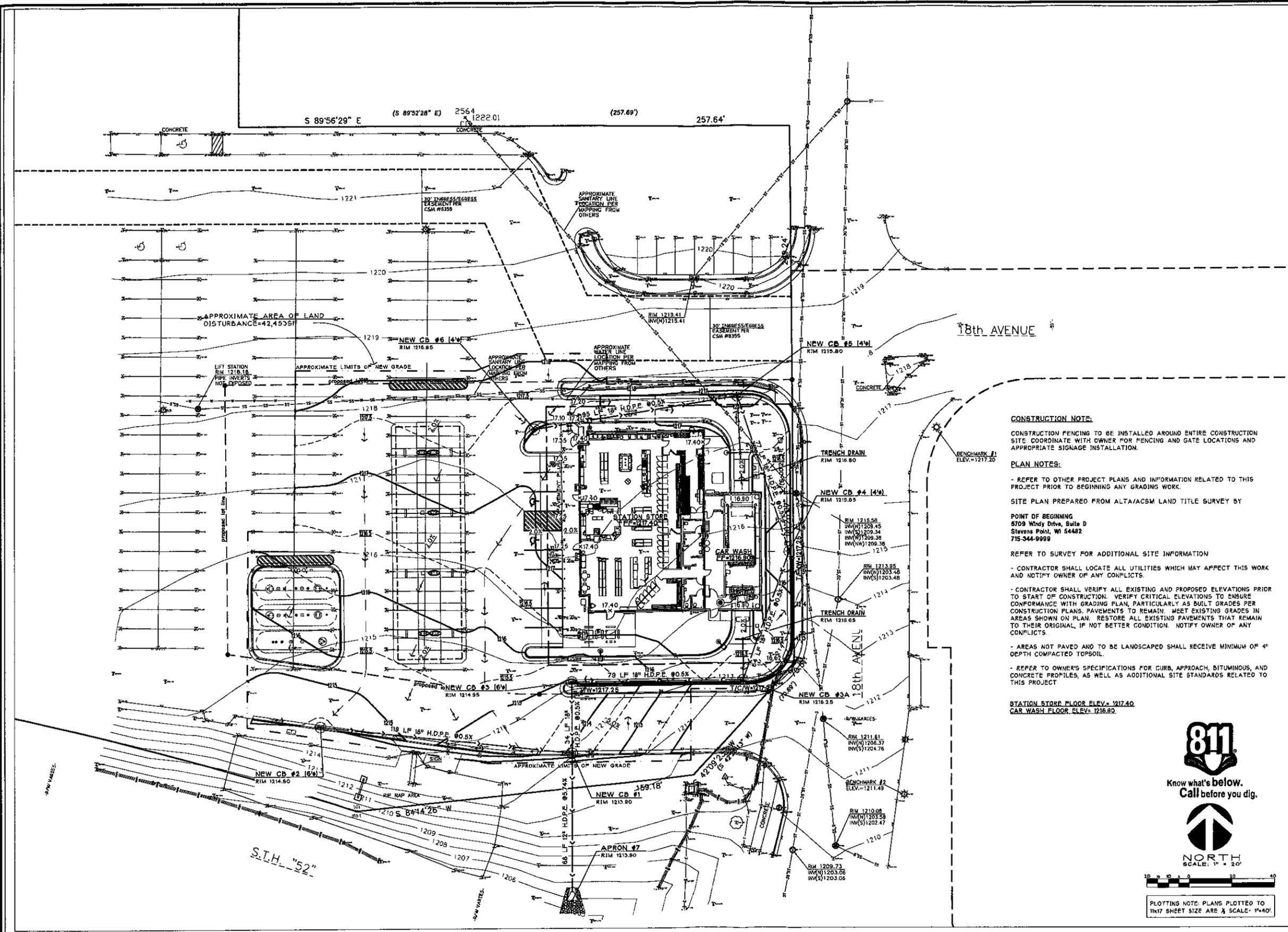
811
 Know what's below.
 Call before you dig.

NORTH
 SCALE: 1" = 20'

PLOTTING NOTE: PLANS PLOTTED TO 11x17 SHEET SIZE ARE & SCALE- 1/4"=10'

SITE PLAN LAYOUT

SP1



CONSTRUCTION NOTE:

CONSTRUCTION FENCING TO BE INSTALLED AROUND ENTIRE CONSTRUCTION SITE. COORDINATE WITH OWNER FOR FENCING AND GATE LOCATIONS AND APPROPRIATE SIGNAGE INSTALLATION.

PLAN NOTES:

- REFER TO OTHER PROJECT PLANS AND INFORMATION RELATED TO THIS PROJECT PRIOR TO BEGINNING ANY GRADING WORK.

SITE PLAN PREPARED FROM ALTA/ACSM LAND TITLE SURVEY BY

POINT OF BEGINNING
5709 Windy Drive, Suite D
Stevens Point, WI 54482
715-344-9999

REFER TO SURVEY FOR ADDITIONAL SITE INFORMATION

- CONTRACTOR SHALL LOCATE ALL UTILITIES WHICH MAY AFFECT THIS WORK AND NOTIFY OWNER OF ANY CONFLICTS.

- CONTRACTOR SHALL VERIFY ALL EXISTING AND PROPOSED ELEVATIONS PRIOR TO START OF CONSTRUCTION. VERIFY CRITICAL ELEVATIONS TO ENSURE CONFORMANCE WITH GRADING PLAN, PARTICULARLY AS BUILT GRADES PER CONSTRUCTION PLANS. PAVEMENTS TO REMAIN. MEET EXISTING GRADES IN AREAS SHOWN ON PLAN. RESTORE ALL EXISTING PAVEMENTS THAT REMAIN TO THEIR ORIGINAL, IF NOT BETTER CONDITION. NOTIFY OWNER OF ANY CONFLICTS.

- AREAS NOT PAVED AND TO BE LANDSCAPED SHALL RECEIVE MINIMUM OF 4\"/>

- REFER TO OWNER'S SPECIFICATIONS FOR CURBS, APPROACH, BITUMINOUS, AND CONCRETE PROFILES, AS WELL AS ADDITIONAL SITE STANDARDS RELATED TO THIS PROJECT

STATION STORE FLOOR ELEV= 1217.40
CAR WASH FLOOR ELEV= 1216.80



Know what's below.
Call before you dig.



NORTH
SCALE: 1" = 20'



PLOTTING NOTE: PLANS PLOTTED TO 11x17 SHEET SIZE ARE 1/4\"/>

ARCHITECTURAL CONSORTIUM L.L.C.

901 North Third Street, Suite 220 612-436-4030
Minneapolis, MN 55401 Fax 612-692-9960

INSITES

SITE PLANNING LANDSCAPE ARCHITECTURE
3030 Harbor Lane North, Suite 131
Plymouth, Minnesota 55447
763.383.8400
763.383.8440



Holiday STATIONSTORE # WAUSAU, WI

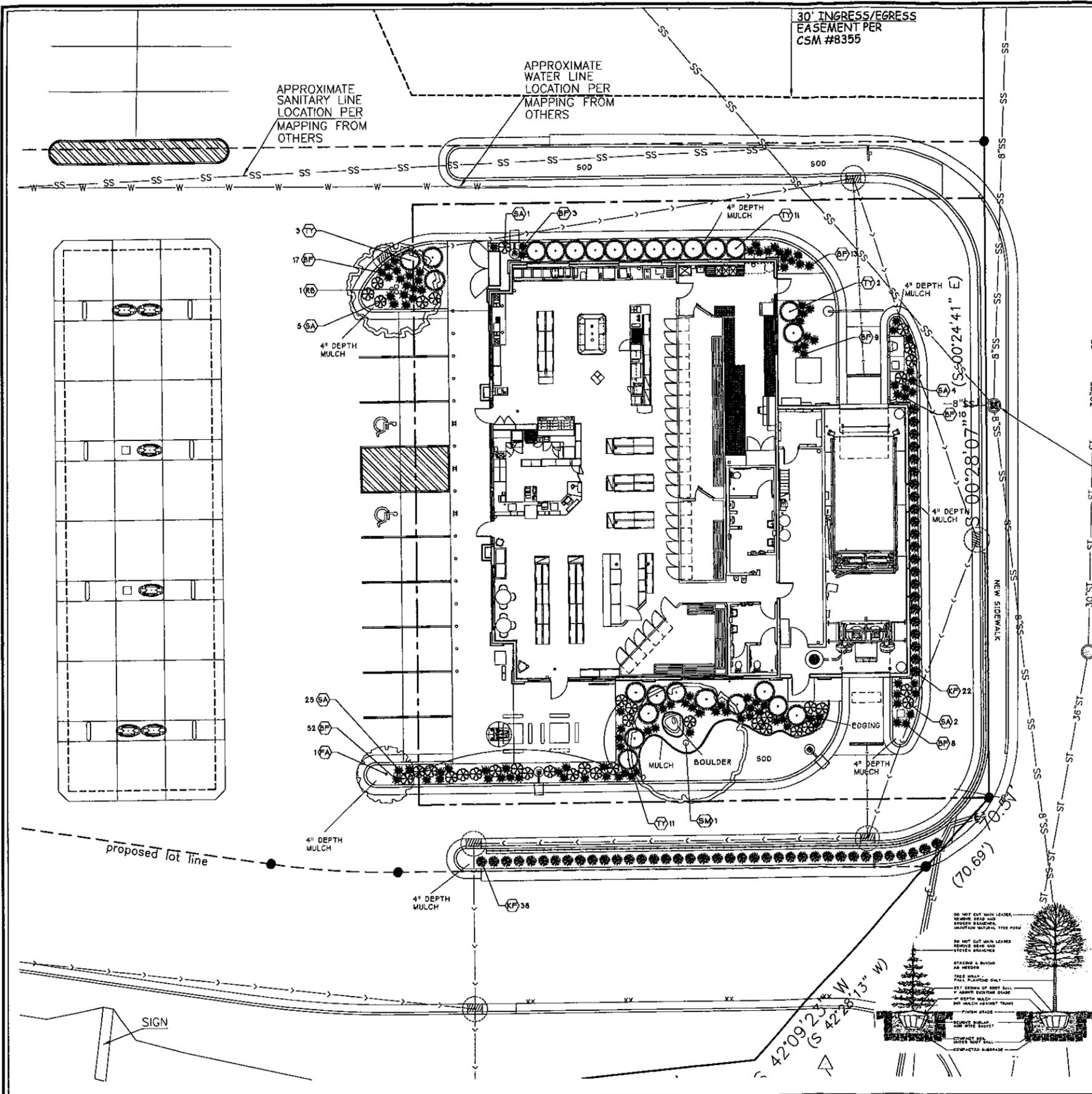
PROJECT NUMBER:	
DRAWN BY:	X
CHECKED BY:	X
MARK:	REVISION / ISSUE DATE
	CITY/STATE

ALL QUESTIONS RELATED TO BIDDING AND CONSTRUCTION OF THIS PROJECT SHALL BE DIRECTED TO HOLIDAY COMPANIES PROJECT MANAGER

JOEL GEIL
4587 AMERICAN BLVD. WEST
MINNEAPOLIS, MN 55437-1123
(652) 830-6884 (PHONE)
joel.geil@holidaycompanies.com

GRADE PLAN

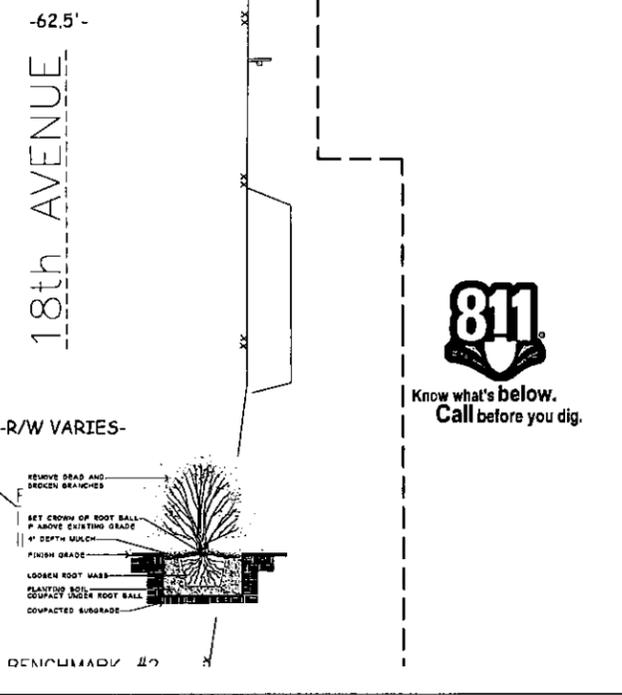
SP2



- NOTES:**
- CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS FOR PLANTING IN ALL R.O.W.
 - LANDSCAPE CONTRACTOR SHALL VERIFY ALL UTILITIES WHICH MAY AFFECT HIS WORK.
 - LANDSCAPE CONTRACTOR SHALL COORDINATE HIS WORK WITH OTHERS AT SITE AND COMPLETE HIS WORK PER OWNERS CONSTRUCTION SCHEDULE.
 - ALL PLANT MATERIALS SHALL BE GUARANTEED ONE (1) FULL YEAR UPON TOTAL COMPLETION AND ACCEPTANCE BY OWNER, WITH ONE TIME REPLACEMENT AT APPROPRIATE TIME OR UPON REQUEST OF OWNER.
 - REPLACEMENT TOPSOIL SHALL BE CLEAN, FREE OF STONES, WEEDS, AND OTHER UNDESIRABLE DEBRIS.
 - PLANTING SOIL MIX (INCIDENTAL COST ITEM)
 1. MIX 1 LB. 5-20-20 COMMERCIAL FERTILIZER PER CU. YD. TOPSOIL
 2. THOROUGHLY MIX 1-PART SAND AND 1-PART PEAT MOSS WITH 5-PARTS FERTILIZER AND TOP SOIL.
 - USE PLANTING SOIL AT ALL LOCATIONS PER DETAILS THIS SHEET.
 - LANDSCAPE CONTRACTOR SHALL VERIFY TOPSOIL DEPTH AND NOTIFY OWNER OF ANY DEFICIENCY.
 - SOD SHALL BE CULTURED WITH PREDOMINATELY KENTUCKY BLUEGRASS SEED OF RECENT DISEASE RESISTANT INTRODUCTIONS. NO GUARANTEE ON SOD EXCEPT ANY SOD NOT SATISFACTORY AT TIME OF COMPLETION INSPECTION SHALL BE PROMPTLY REPLACED PRIOR TO COMPLETION OF JOB. STAKE SOD ON SLOPES 3:1 AND GREATER.
 - WHERE EXISTING CONCRETE/ ASPHALT AREAS ARE TO BE REPLACED WITH LANDSCAPING, PROVISIONS SHOULD BE TAKEN TO COORDINATE EXCAVATION OF SUBSOIL TO A DEPTH OF 2' WITH GRADING CONTRACTOR. REPLACE WITH COMPACTED TOPSOIL. ALL AREAS TO BE LANDSCAPED AND SODDED SHALL BE GRADED SMOOTH AND EVEN.
 - LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR SODDING ALL AREAS WHICH ARE DISTURBED BY CONSTRUCTION INCLUDING ALL R.O.W. AND ADJACENT PROPERTIES.
 - LANDSCAPE CONTRACTOR TO INSTALL "VALLEY VIEW", "BLACK DIAMOND" EDGING AROUND ALL PLANTING BEDS AS SHOWN ON THIS PLAN.
 - USE FINELY SHREDED HARDWOOD BARK MULCH. NO DYED MULCHES. INSTALL 4" DEPTH NO FILTER FABRIC OR EDGING AROUND ALL TREES OUTSIDE SHRUB BEDS.
 - GRAVEL MULCH SHALL BE 1" DIA. WASHED "RIVER ROCK". INSTALL 4" DEPTH WITH APPROVED WEED FABRIC BARRIER IF INDICATED PLAN.
 - LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR IRRIGATION SYSTEM INSTALLATION PER SHEET "I". DESIGN SHALL BE APPROVED BY OWNER PRIOR TO INSTALLATION. IRRIGATION DESIGN SHOULD ENCOMPASS ALL LANDSCAPE AREAS WITH SOD AND/OR PLANTINGS, FROM CURB TO CURB. R.O.W. SHOULD BE IRRIGATED FROM SPRINKLER HEADS LOCATED WITHIN PROPERTY BOUNDARY. CARE SHOULD BE TAKEN IN VICINITY OF ALL WALKS AND DRIVES TO MINIMIZE OVER SPRAY. COORDINATE INSTALLATION OF ALL PVC SLEEVE UNDER DRIVE AREAS WITH GENERAL CONTRACTOR.
 - LANDSCAPE CONTRACTOR SHALL CLEAN ALL PAVEMENT AREAS AFTER ALL LANDSCAPE INSTALLATION IS COMPLETE AND ACCEPTED BY OWNER AND DAILY AS DEEMED NECESSARY BY THE CITY.
 - GENERAL CONTRACTOR TO SWEEP PAVEMENT AREAS PRIOR TO TURN OVER TO OWNER.

RIM 1216.58

INV	QUANTITY	SIZE	ROOT TYPE	COMMON NAME	HEIGHT X WIDTH
SM	1	2 1/2" CAL	B&B	RED SUNSET MAPLE <i>Acer rubrum 'Red Sunset'</i>	50' x 40'
RB	1	8' HT CLUMP	B&B	RIVER BIRCH <i>Betula nigra 'Selangor'</i>	60' x 45'
PC	1	15" CAL	B&B	PRAIRIEFIRE FLOWERING CRAB <i>Morus 'Prairiefire'</i>	20' x 20'
TY	27	#5 container	pot	TAUNTON YEW <i>Taxus x media 'Taunton'</i>	3' x 5'
SA	37	#2 container	pot	ALPINE SPIREA <i>Spiraea japonica 'var alpine'</i>	12" x 30"
KF	60	#1 container	pot	CALAMAGROSTIS KARL FOERSTER <i>Cx. oculiflora 'Karl Foerster'</i>	5' x 32"
BP	113	#1 container	pot	SLIJAH BLUE FESCUE <i>Festuca ovina 'Elijah Blue'</i>	8" x 12"



ARCHITECTURAL CONSORTIUM L.L.C.

901 North Third Street, Suite 220 Minneapolis, MN 55401 612-436-4030 Fax 612-692-9960

INSITES

SITE PLANNING LANDSCAPE ARCHITECTURE
3030 Harbor Lane North, Suite 131
Plymouth, Minnesota 55447
763.383.8400
124.783.331.8400



Holiday
STATIONSTORE

WAUSAU, WI

PROJECT NUMBER:	
DRAWN BY:	X
CHECKED BY:	X
MARK:	REVISION / ISSUE DATE

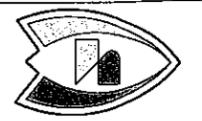
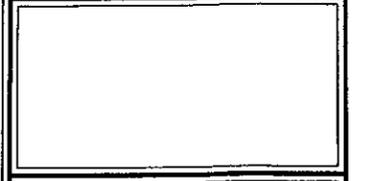
ALL QUESTIONS RELATED TO BIDDING AND CONSTRUCTION OF THIS PROJECT SHALL BE DIRECTED TO HOLIDAY COMPANIES PROJECT MANAGER:
JOEL GEIL
4567 AMERICAN BLVD. WEST
MINNEAPOLIS, MN 55437-1123
(952) 830-8984 (PHONE)
joel.geil@holidaycompanies.com

LANDSCAPE PLAN

L1

**ARCHITECTURAL
CONSORTIUM L.L.C.**

901 North Third Street, Suite 220 612-436-4030
Minneapolis, MN 55401 Fax 612-692-9960

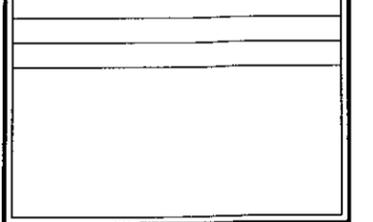


**Holiday
STATIONSTORE**

WI HWY 52 & S. 18TH AVE.
WAUSAU, WI

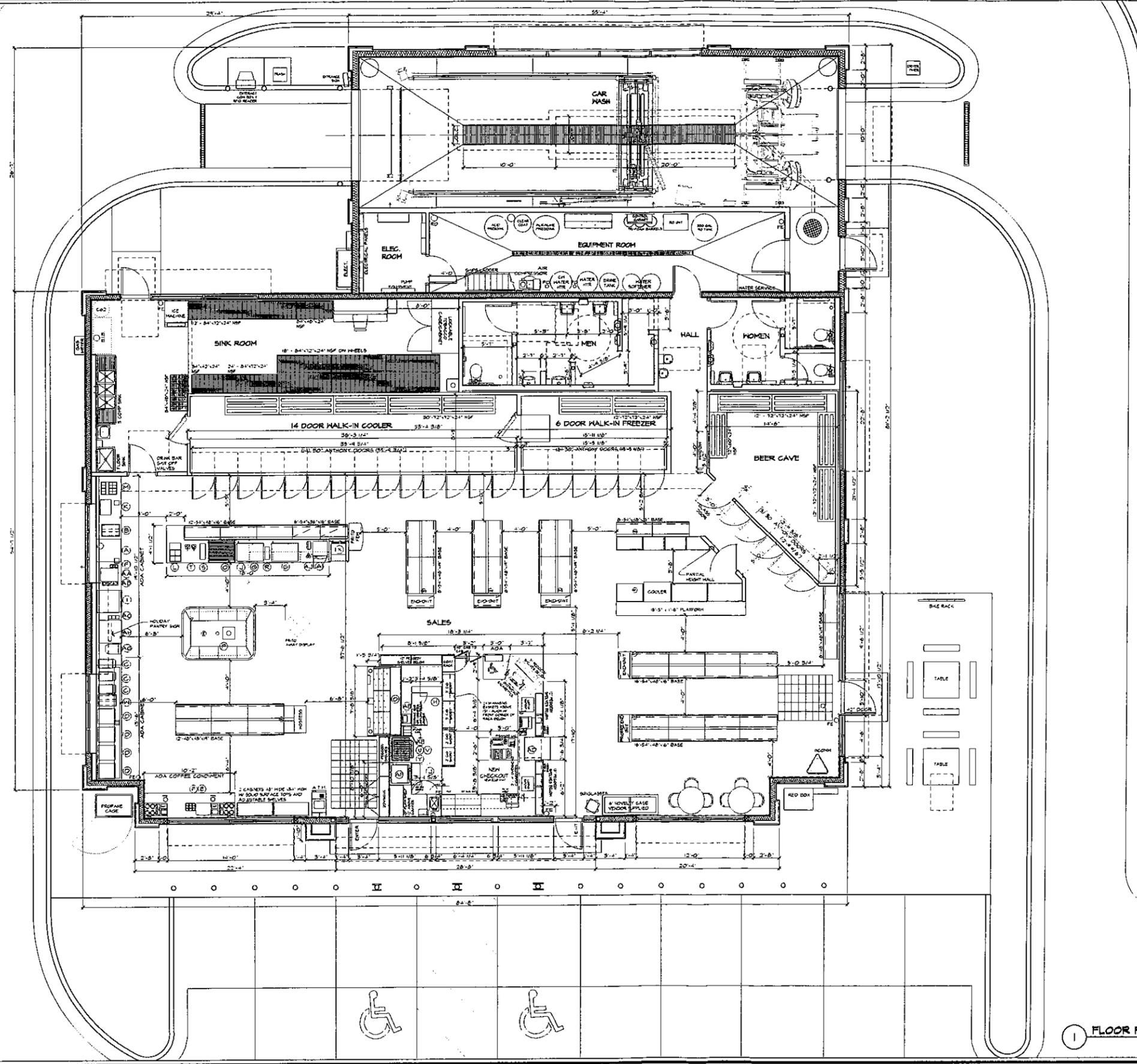
PROJECT NUMBER: 15-1065-01
DRAWN BY: BL
CHECKED BY: KA

MARK: REVISION / ISSUE: DATE:
CITY SUBMITTAL 08-29-15



FLOOR PLAN

A1



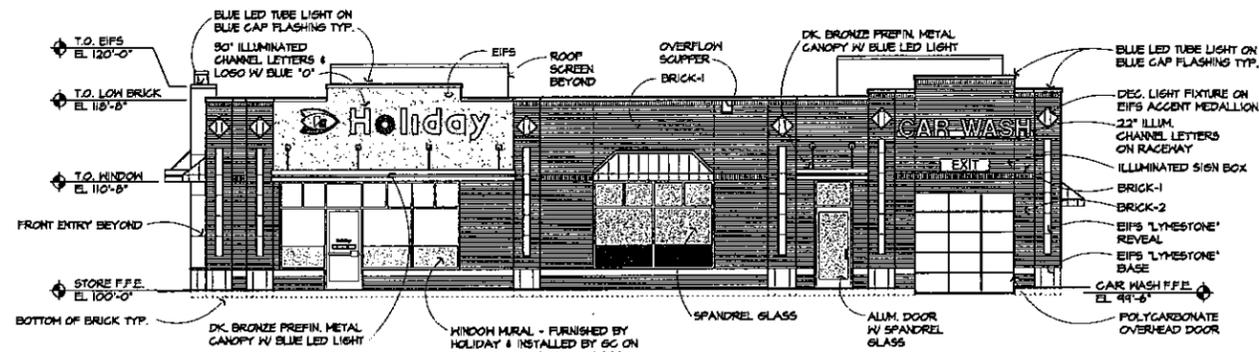
- EQUIPMENT**
- Ⓐ SERVED FLAVOR POP POP MICE
 - Ⓑ COLD CUP TOWER
 - Ⓒ CAPPUCCINO - 3
 - Ⓓ DUAL THERMAL BREWER - 1
 - Ⓔ 4 VALVE CREAMER
 - Ⓕ FLAVORED SYRUP DISPENSERS
 - Ⓖ 3' 2 TIER HATCO SLANT GR50S-260 - 2
 - Ⓗ UNDER COUNTER FREEZER
 - Ⓘ CORNELIUS VIPER ICE JAM J-HEAD PCB
 - Ⓛ UNDER COUNTER REFR. - 2
 - Ⓜ MICROWAVE - 2 (STACKED)
 - Ⓝ RTR-4 REFRIGERATED CONDIMENTS
 - Ⓟ DRY CONDIMENTS DISPLAY
 - Ⓠ
 - Ⓡ 21 PAN BAKERY CASE
 - Ⓢ SOUTHERN RH SANDWICH CASE
 - Ⓣ 15CT ROLLER GRILL
 - Ⓤ HATCO DIPPING SAUCE RACK
 - Ⓟ HOT DOG BOATS RACK
 - Ⓠ BULK CONDIMENTS
 - Ⓡ 24"-30" LPI WIRE RACKS
 - Ⓢ 24"X24" LPI WIRE RACK ON CASTERS
 - Ⓣ HOT CUP TOWER
 - Ⓤ RED BULL PROFIT ZONE COOLER
 - Ⓟ EXHAUST VENT
 - Ⓠ
 - Ⓡ INFU DELIGHT ICED COFFEE
 - Ⓢ ICED COFFEE/TEA CUPS RACK
 - Ⓣ VIPER ICE JAM CUPS RACK
 - Ⓤ BE PROFIT ZONE COOLER
 - Ⓟ TURBOCHIEF IS OVEN - 2
 - Ⓠ HOFFMANN TURBOFAN EATING OVEN
 - Ⓡ FREAL MILKSHAKE BLENDER MODEL: FRLS4
 - Ⓢ FREAL BLENDING BAR FREEZER MODEL: 11-C5-0F-VI-FRLL
 - Ⓣ HATCO FLAV-R-FRESH PIZZA WARMER
 - Ⓤ PIZZA ACCESSORIES
 - Ⓟ COOLING RACK

1 FLOOR PLAN

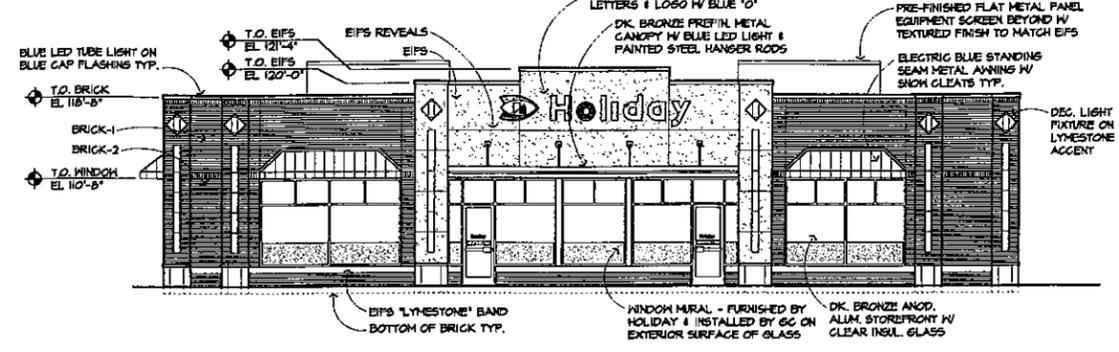


5/16" = 1'-0"

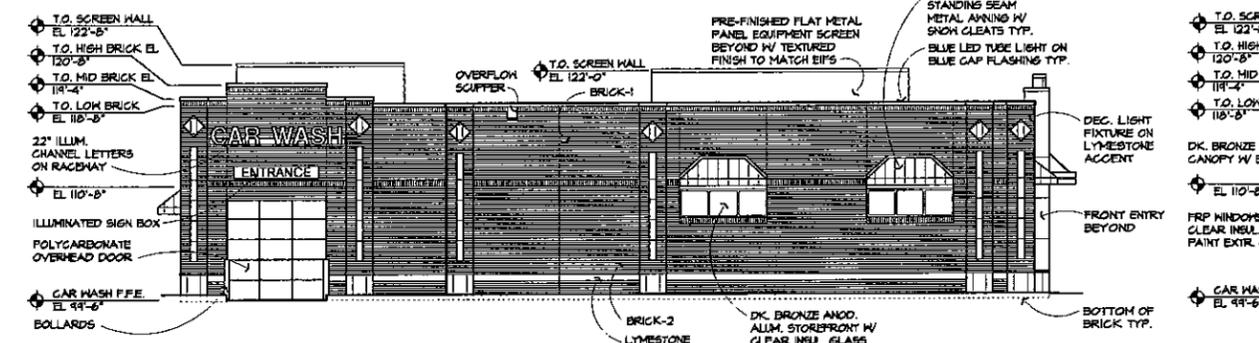




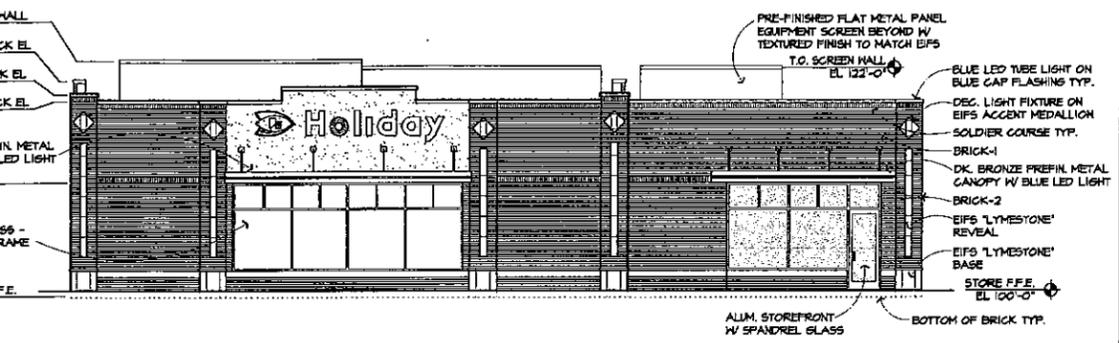
1 SOUTH ELEVATION
 1/8" = 1'-0"



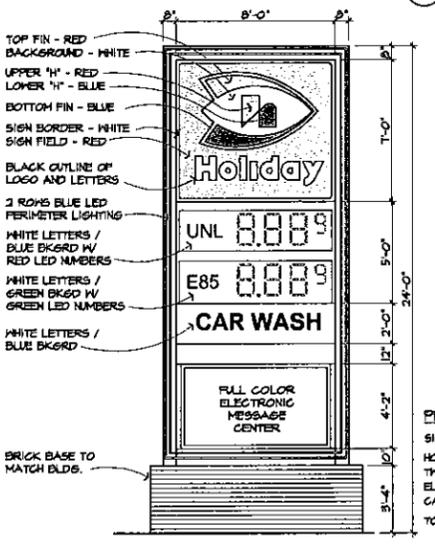
2 WEST ELEVATION
 1/8" = 1'-0"



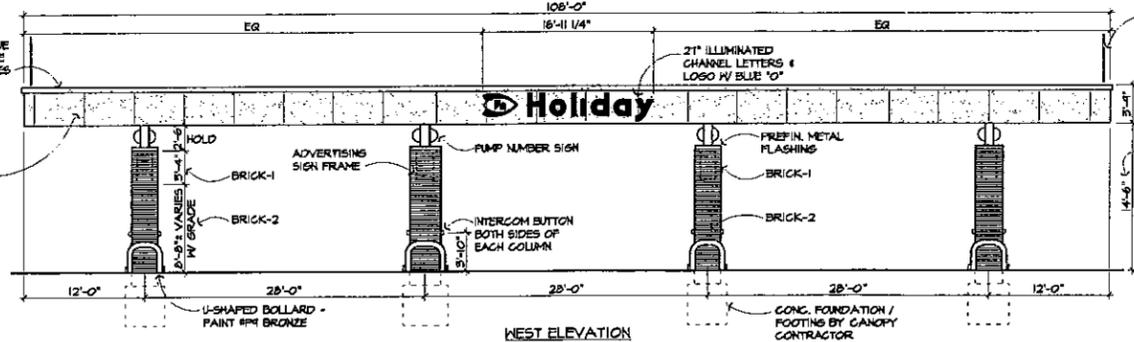
3 NORTH ELEVATION
 1/8" = 1'-0"



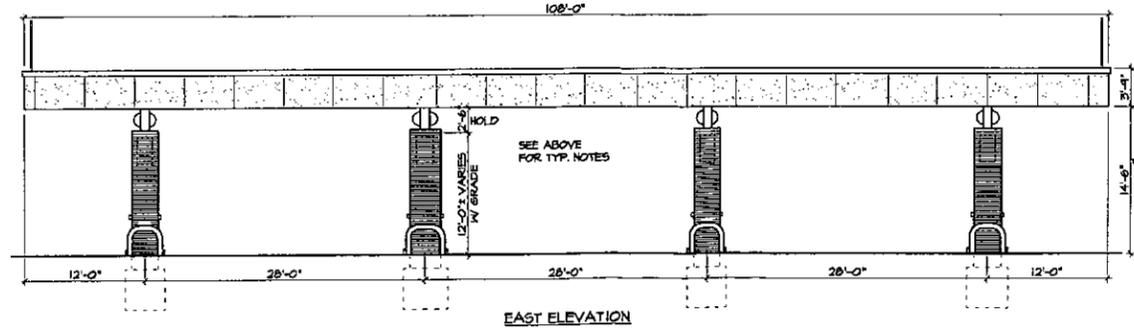
4 EAST ELEVATION
 1/8" = 1'-0"



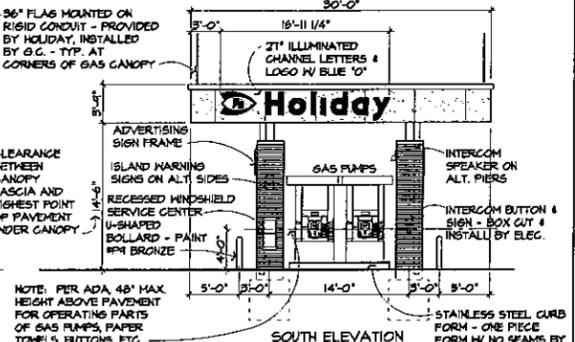
7 PROPOSED PYLON SIGN
 SIGNAGE AREA BREAKDOWN
 HOLIDAY STATIONSTORE ID: 56.00 SQ FT
 THO PRICE SIGN: 40.00 SQ FT
 ELECTRONIC MESSAGE CNTR: 31.25 SQ FT
 CAR WASH SIGN: 16.00 SQ FT
 TOTAL (PER SIGN FACE): 143.25 SQ FT



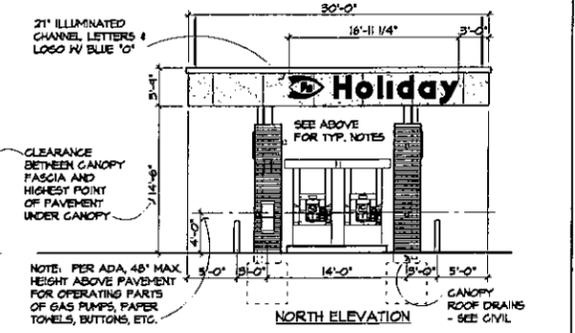
WEST ELEVATION



EAST ELEVATION

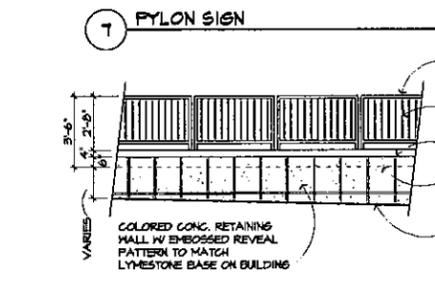


SOUTH ELEVATION

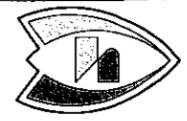
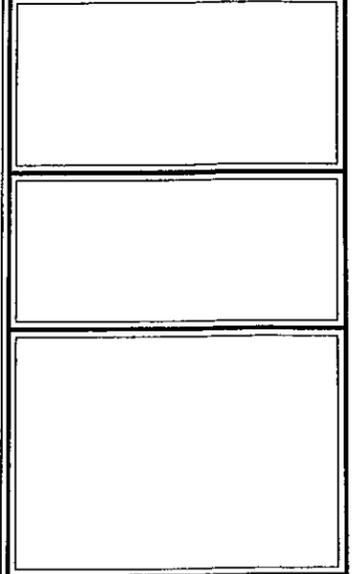


NORTH ELEVATION

5 CANOPY ELEVATIONS
 1/8" = 1'-0"



6 TYP. DECORATIVE RAILING ELEVATION
 1/4" = 1'-0"



Holiday STATIONSTORE

WI HWY 52 & S. 18TH AVE.
 WAUSAU, WI

PROJECT NUMBER:	15-1065-01
DRAWN BY:	BL
CHECKED BY:	KA
MARK:	REVISION / ISSUE: DATE:
CITY SUBMITTAL	08-29-15

EXTERIOR ELEVATIONS



SITE DATA:

ZONING DISTRICT: INTERCHANGE BUSINESS DISTRICT

SETBACKS

MIN OF 25' FROM FRONT LOT LINE

SITE PLAN LAYOUT NOTES

SITE PLAN PREPARED FROM TOPO SURVEY BY
POINT OF BEING
5709 WINDY DRIVE, SUITE D
STEVENS POINT, WI 54482
715.344.8999

REFER TO SURVEY FOR ADDITIONAL SITE INFORMATION

CURBS ARE DIMENSIONED TO FACE OF CURB

BUILDING AND PUMP ISLANDS ARE LOCATED FROM THE SOUTHWEST END POINT OF THE SURVEYED LOT LINE 2 AND ALIGNED PARALLEL/ PERPENDICULAR TO THE SURVEYED LOT LINE 2 AS INDICATED ON THIS PLAN.

UNLESS SHOWN OTHERWISE ON THIS DRAWING, CONTRACTOR SHALL PROVIDE CONTROL JOINTS, CONSTRUCTION JOINTS, AND EXPANSION JOINTS IN SLAB ON GRADE, SIDEWALKS, AND DRIVES
CONTROL JOINT MAXIMUM DISTANCE: WALKS- 5' O.C., ALL OTHERS- 10' O.C. SAW CUT CONTROL JOINTS MIN ONE-QUARTER CONCRETE THICKNESS.
EXPANSION JOINT MAXIMUM DISTANCE: WALKS- 20' O.C., ALL OTHER- 40' O.C. DOWEL ALL EXPANSION JOINTS MAXIMUM 24" O.C.

CONCRETE IN ALL DRIVE AREAS SHALL BE A MINIMUM OF 6" DEPTH WITH COMPACTED CRUSHED ROCK BASE BELOW. REINFORCE AS NEEDED WITH 6"x6" WELDED WIRE MESH AND/ OR #3 REINFORCING BARS A MINIMUM OF 18" O.C. (VERIFY W/ SOILS REPORT)

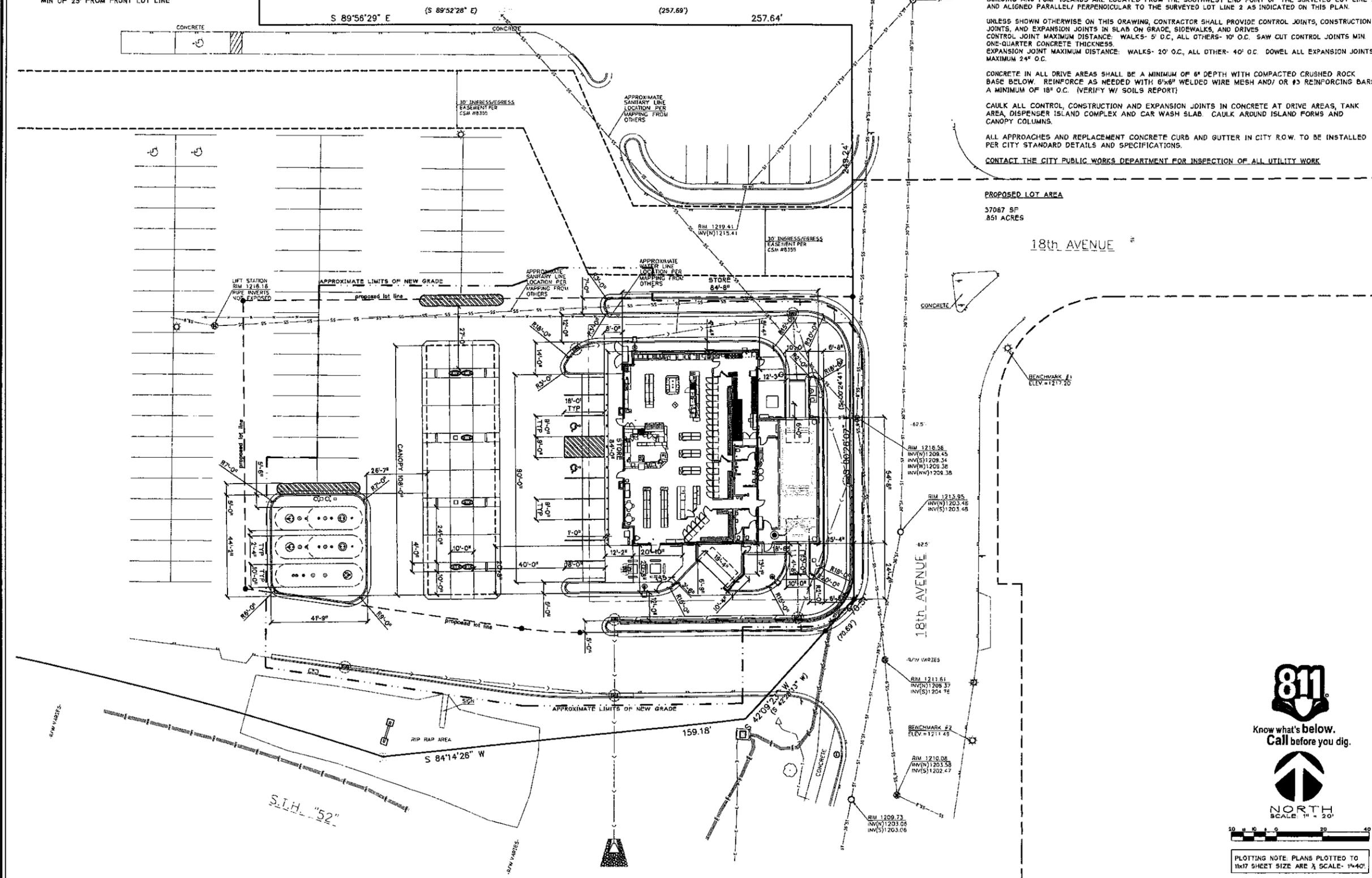
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ALL APPROACHES AND REPLACEMENT CONCRETE CURB AND GUTTER IN CITY R.O.W. TO BE INSTALLED PER CITY STANDARD DETAILS AND SPECIFICATIONS.

CONTACT THE CITY PUBLIC WORKS DEPARTMENT FOR INSPECTION OF ALL UTILITY WORK

PROPOSED LOT AREA

37067 SF
851 ACRES



18th AVENUE

18th AVENUE

811
Know what's below.
Call before you dig.

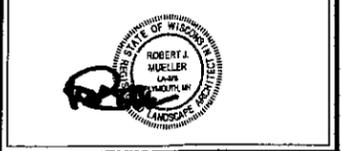
NORTH
SCALE: 1" = 20'

20 0 20 40

PLOTTING NOTE: PLANS PLOTTED TO 11x17 SHEET SIZE ARE 1/4" SCALE- 1/4"=40'

ARCHITECTURAL CONSORTIUM L.L.C.
901 North Third Street, Suite 220 Minneapolis, MN 55401 612-436-4030 Fax 612-692-9860

INSITES
SITE PLANNING LANDSCAPE ARCHITECTURE
3030 Harbor Lane North, Suite 131 Plymouth, Minnesota 55447
763.383.8400
Fax 763.383.8448



Holiday
STATIONSTORE

WAUSAU, WI

PROJECT NUMBER:	
DRAWN BY:	X
CHECKED BY:	X
MARK:	REVISION / ISSUE:
CITY: WAUSAU, WI	DATE: 28 APR 2019
TRASH ENCLOSURE	15 JULY 2015

ALL QUESTIONS RELATED TO BIDDING AND CONSTRUCTION OF THIS PROJECT SHALL BE DIRECTED TO HOLIDAY COMPANIES PROJECT MANAGER
JOEL GEIL
4567 AMERICAN BLVD. WEST
MINNEAPOLIS, MN 55437-1123
(952) 830-8884 (PHONE)
joel.geil@holidaycompanies.com

SITE PLAN LAYOUT

SP1

ARCHITECTURAL CONSORTIUM L.L.C.

901 North Third Street, Suite 220 612-436-4030
 Minneapolis, MN 55401 Fax 612-692-9960

INSITES

SITE PLANNING LANDSCAPE ARCHITECTURE
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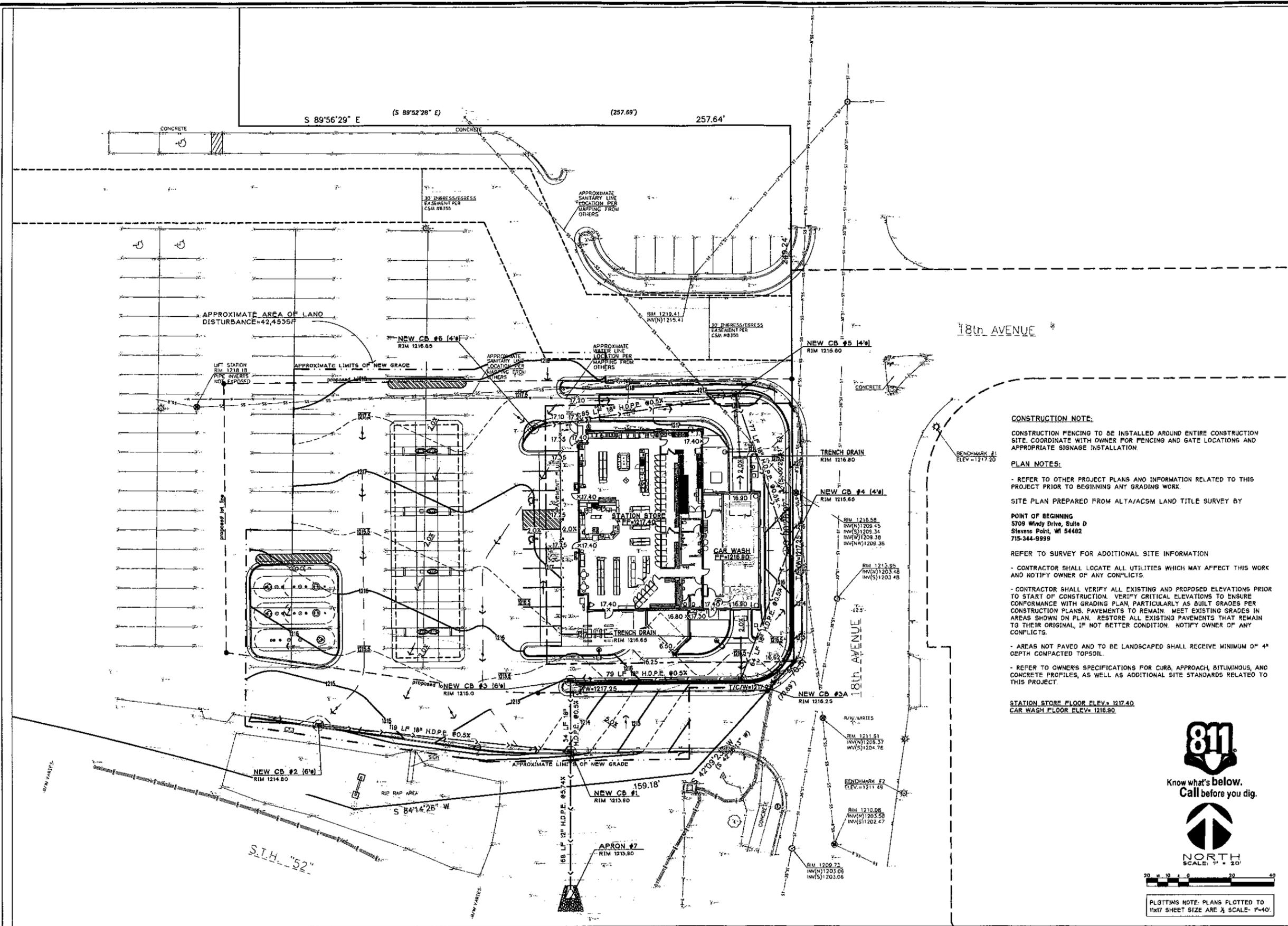
Holiday
STATIONSTORE
 #
WAUSAU, WI

PROJECT NUMBER:	
DRAWN BY:	X
CHECKED BY:	X
MARK:	REVISION / ISSUE DATE
	CITY BIDDING 29 JUNE 2015
	TRENCH ENCLOSURE 15 JULY 2015

ALL QUESTIONS RELATED TO BIDDING AND CONSTRUCTION OF THIS PROJECT SHALL BE DIRECTED TO HOLIDAY COMPANIES PROJECT MANAGER.
JOEL GEIL
 4587 AMERICAN BLVD. WEST
 MINNEAPOLIS, MN 55437-1123
 (852) 830-6864 (PHONE)
 joel.geil@holidaycompanies.com

GRADE PLAN

SP2



CONSTRUCTION NOTE:
 CONSTRUCTION FENCING TO BE INSTALLED AROUND ENTIRE CONSTRUCTION SITE. COORDINATE WITH OWNER FOR FENCING AND GATE LOCATIONS AND APPROPRIATE SIGNAGE INSTALLATION.

PLAN NOTES:
 - REFER TO OTHER PROJECT PLANS AND INFORMATION RELATED TO THIS PROJECT PRIOR TO BEGINNING ANY GRADING WORK.

SITE PLAN PREPARED FROM ALTA/ACSM LAND TITLE SURVEY BY
 POINT OF BEGINNING
 5709 Windy Drive, Suite D
 Stevens Point, WI 54482
 715-344-9999

REFER TO SURVEY FOR ADDITIONAL SITE INFORMATION
 - CONTRACTOR SHALL LOCATE ALL UTILITIES WHICH MAY AFFECT THIS WORK AND NOTIFY OWNER OF ANY CONFLICTS.

- CONTRACTOR SHALL VERIFY ALL EXISTING AND PROPOSED ELEVATIONS PRIOR TO START OF CONSTRUCTION. VERIFY CRITICAL ELEVATIONS TO ENSURE CONFORMANCE WITH GRADING PLAN. PARTICULARLY AS BUILT GRADES PER CONSTRUCTION PLANS. PAVEMENTS TO REMAIN. MEET EXISTING GRADES IN AREAS SHOWN ON PLAN. RESTORE ALL EXISTING PAVEMENTS THAT REMAIN TO THEIR ORIGINAL, IF NOT BETTER CONDITION. NOTIFY OWNER OF ANY CONFLICTS.

- AREAS NOT PAVED AND TO BE LANDSCAPED SHALL RECEIVE MINIMUM OF 4" DEPTH COMPACTED TOPSOIL.
 - REFER TO OWNER'S SPECIFICATIONS FOR CURB, APPROACH, BITUMINOUS, AND CONCRETE PROFILES, AS WELL AS ADDITIONAL SITE STANDARDS RELATED TO THIS PROJECT.

STATION STORE FLOOR ELEV = 1217.40
 CAR WASH FLOOR ELEV = 1216.90



Know what's below.
 Call before you dig.



NORTH
 SCALE: 1" = 20'



PLOTTING NOTE: PLANS PLOTTED TO 11x17 SHEET SIZE ARE 1/2" SCALE- 1"=40'

**ARCHITECTURAL
CONSORTIUM L.L.C.**

901 North Third Street, Suite 220 612-438-4030
Minneapolis, MN 55401 Fax 612-692-9960



**Holiday
STATIONSTORE**

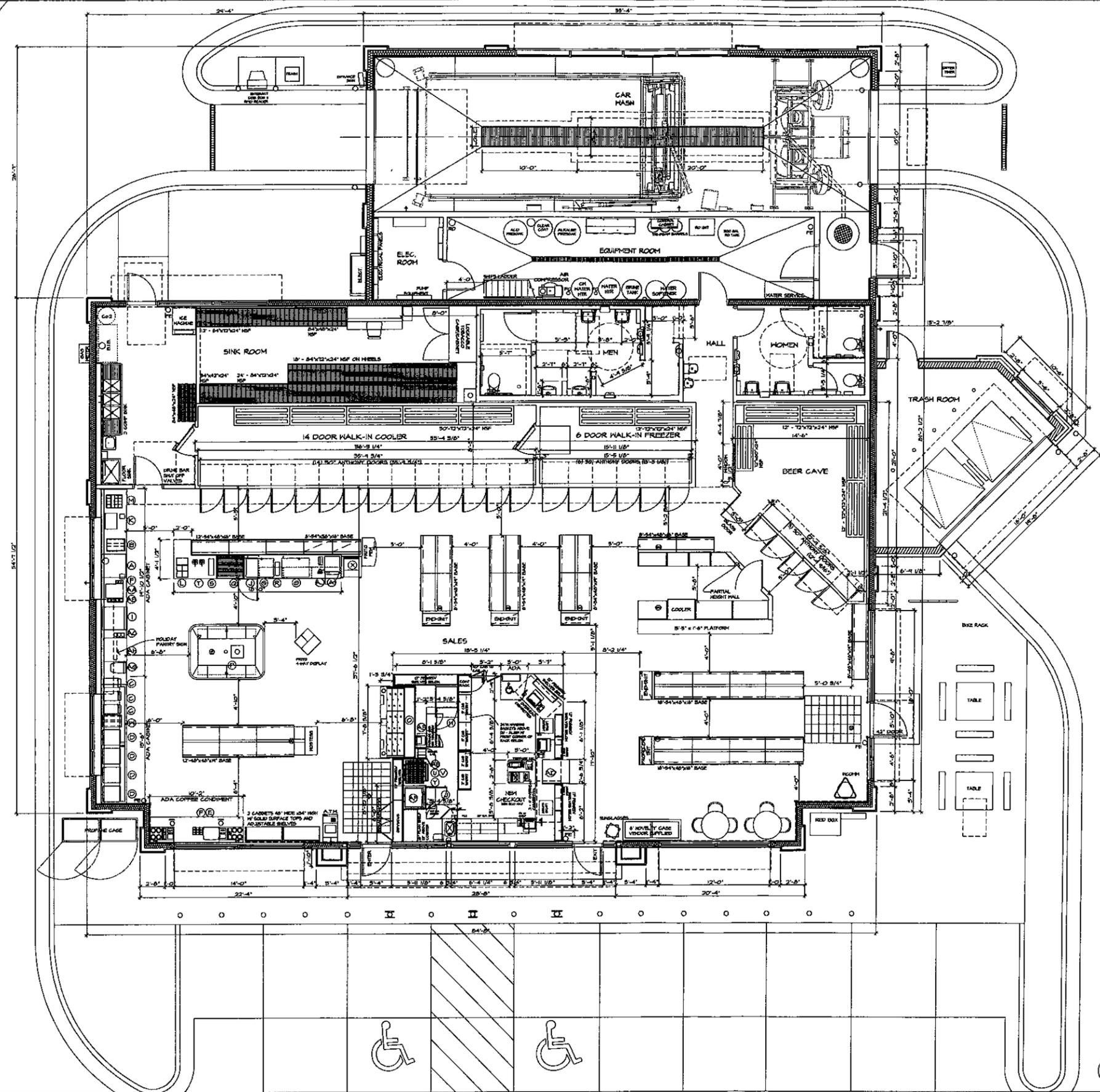
WI HWY 52 & S. 18TH AVE.
WAUSAU, WI

PROJECT NUMBER: 15-1065-01
DRAWN BY: BL
CHECKED BY: KA

MARK: REVISION / ISSUE: DATE:
CITY SUBMITTAL 08-29-15
CITY SUBMITTAL 07-17-15

FLOOR PLAN

A1



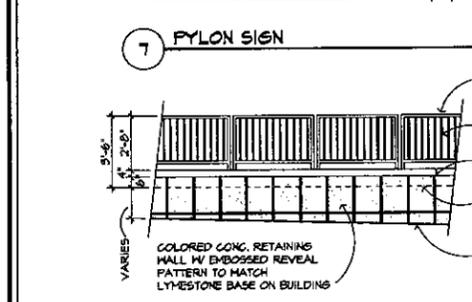
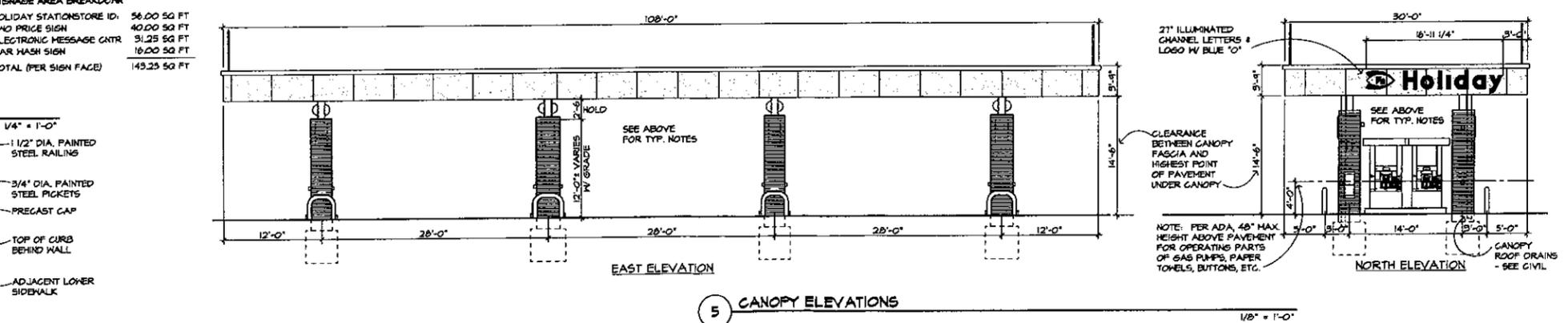
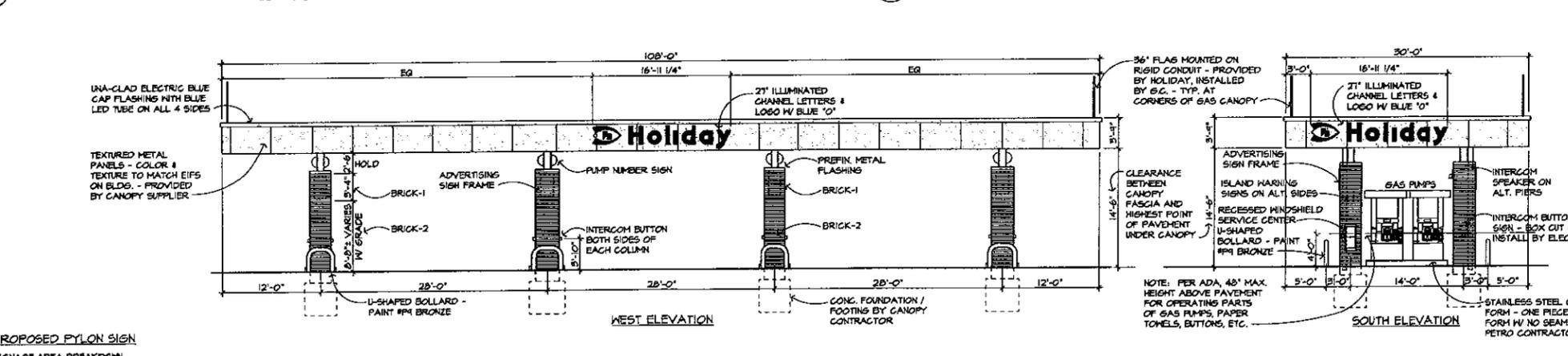
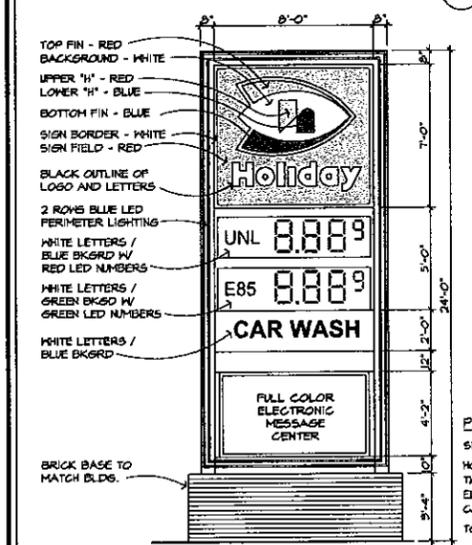
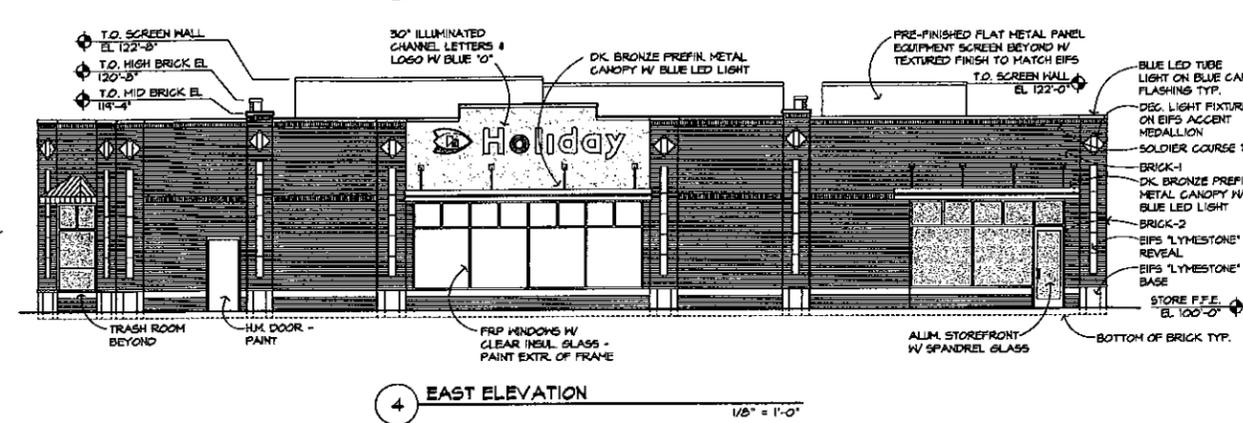
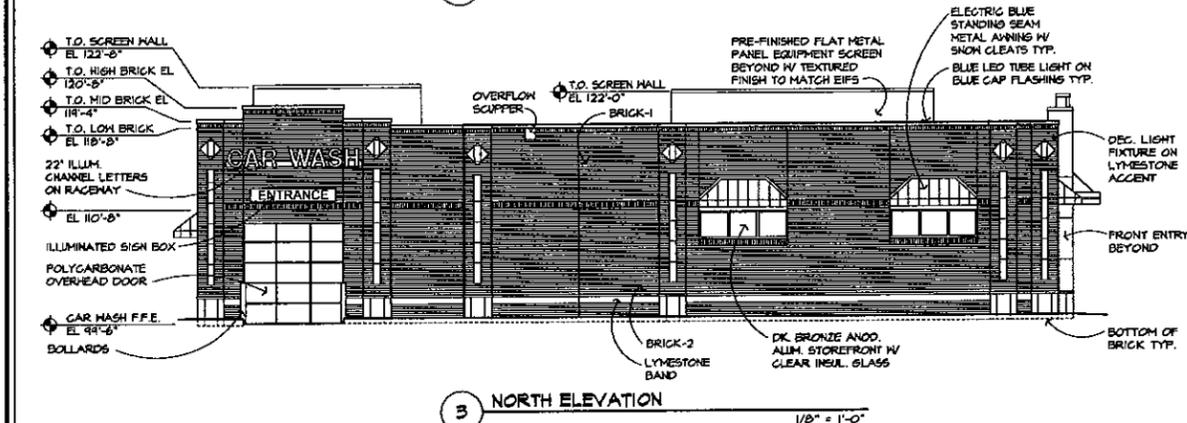
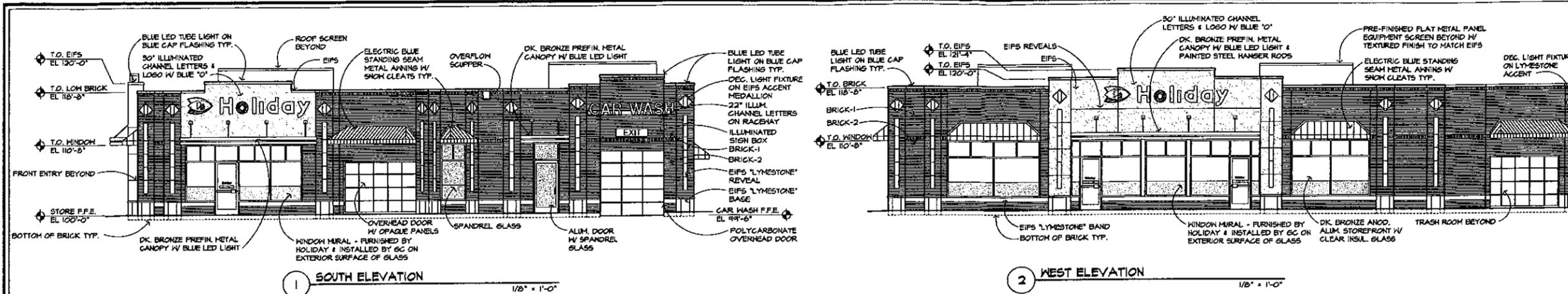
EQUIPMENT

- Ⓐ SERVED FLAVOR POP POP MACHINE
- Ⓑ GOLD CUP TOWER
- Ⓒ CAPPUCCINO - 3
- Ⓓ DUAL THERMAL BREWER - 4
- Ⓔ 4 VALVE GREASER
- Ⓕ FLAVORED SYRUP DISPENSERS
- Ⓖ 3' 2" PER HATCO SLANT GRIDS-360 - 2
- Ⓗ UNDER COUNTER FREEZER
- Ⓘ CORNELL VAPER (2E JAW) 4-HEAD PDS
- Ⓚ UNDER COUNTER REFR. - 2
- Ⓛ MICROWAVE - 2 (STACKED)
- Ⓜ RTR-4 REFRIGERATED CONDENSEMENTS
- Ⓝ DRY CONDENSEMENTS DISPLAY
- Ⓞ -
- Ⓟ 21 PAN BAKERY CASE
- Ⓠ SOUTHERN RH SANDWICH CASE
- Ⓡ TROT ROLLER GRILL
- Ⓢ HATCO DIPPING SAUCE RACK
- Ⓣ HOT DOG BOATS RACK
- Ⓤ BULK CONDENSEMENTS
- Ⓡ 24"x30"x54 LPI WIRE RACKING
- Ⓢ 24"x24" LPI WIRE RACK ON CASTERS
- Ⓣ HOT CUP TOWER
- Ⓤ RED BULL PROFIT ZONE COOLER
- Ⓡ EXHAUST VENT
- Ⓢ -
- Ⓣ INTL. DELIGHT ICED COFFEE
- Ⓤ ICED COFFEE/TEA CUPS RACK
- Ⓡ VAPER ICE JAW CUPS RACK
- Ⓢ GE PROFIT ZONE COOLER
- Ⓣ TURBOCHET IS OVEN - 2
- Ⓤ HOFFMAY TURBOPAN ESSENG OVER
- Ⓡ FREAL HILKSHAW BLENDER MODEL: FR154
- Ⓢ FREAL BLENDING BAR FREEZER MODEL: 11-23-25-10-PRFL
- Ⓣ HATCO FLAV-R-FRESH PIZZA MARKER
- Ⓤ PIZZA ACCESSORIES
- Ⓡ COOLING RACK

1 FLOOR PLAN

3/16" = 1'-0"





PROPOSED PYLON SIGN

SIGNAGE AREA BREAKDOWN

HOLIDAY STATIONSTORE ID	56.00 SQ FT
THO PRICE SIGN	40.00 SQ FT
ELECTRONIC MESSAGE CNTR	31.25 SQ FT
CAR WASH SIGN	18.00 SQ FT
TOTAL (PER SIGN FACE)	145.25 SQ FT

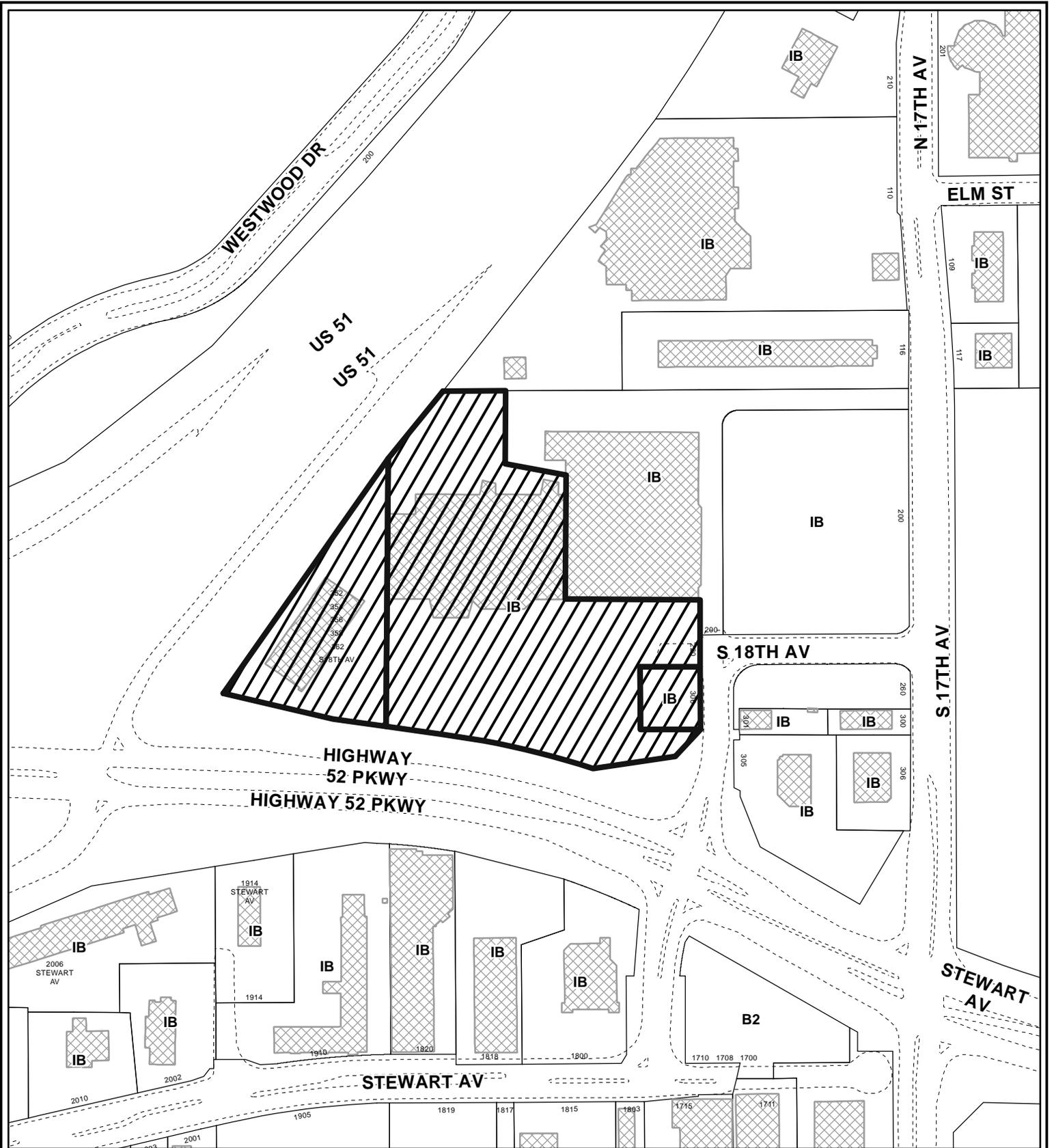
Holiday
STATIONSTORE

WI HWY 52 & S. 18TH AVE.
WAUSAU, WI

PROJECT NUMBER:	15-1065-01
DRAWN BY:	BL
CHECKED BY:	KA
MARK:	REVISION / ISSUE: DATE:
	CITY SUBMITTAL 06-23-15
	CITY SUBMITTAL 07-17-15

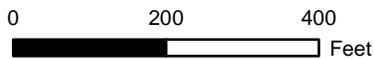
**EXTERIOR
ELEVATIONS**

A2



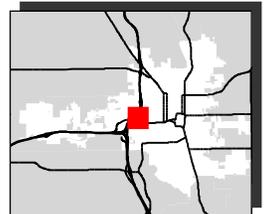
Map Date: July 6, 2015

City of Wausau
Marathon County Wisconsin



-  Building
-  Area of Interest

Map Location



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

RESOLUTION OF THE PLAN COMMISSION

Approving the precise implementation plan for 220, 306 and 352 South 18th Avenue to allow for a convenience store with gasoline sales and a carwash.

Committee Action: Approved 6-0

Fiscal Impact: None.

File Number: 15-0804

Date Introduced: August 11, 2015

WHEREAS, the Plan Commission met on July 21, 2015, to review a request by John Baregi, Jerry's Enterprises, to approve the precise implementation plan for 220, 306, 352 South 18th Avenue to allow for a convenience store with gasoline sales and a carwash, in an Unified Development District; and

WHEREAS, the requested change to UDD zoning would allow the developers the flexibility of shared parking between the three entities, and decrease the required setback distances of the new store in order to maximize efficiency and functionality of the overall site; now therefore

BE IT RESOLVED that the Common Council of the City of Wausau hereby approves the precise implementation plan for 220, 306 and 352 South 18th Avenue to allow for a convenience store with gasoline sales and a carwash, with the following conditions:

1. The pylon sign for County Market along Stewart Avenue needs to be removed if the pylon for the gas station is to be installed along this same frontage; and
2. A new or additional landscaping plan shall be submitted to include the riprap along Stewart Avenue.

Approved:

James E. Tipple, Mayor

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

RESOLUTION OF THE PLAN COMMISSION

Approving a conditional use at 640 South 3rd Avenue to allow for an indoor amusement establishment, in a B2, Community Service District.

Committee Action: Approved 6-0

Fiscal Impact: None.

File Number: 15-0805

Date Introduced: August 11, 2015

WHEREAS, on July 21, 2015, the Plan Commission held a public hearing to consider a request from Corey Huotari for a conditional use at 640 South 3rd Avenue to allow for an indoor amusement establishment; and

WHEREAS, the proposed use will occupy a currently vacant commercial building that previously housed a long-time local business; and

WHEREAS, the site is equipped with adequate facilities, including off-street parking; and

WHEREAS, the B2 zoning district permits almost 100 uses, some of which could be seen as more intrusive to the surrounding businesses and residences than the proposed use; now therefore

BE IT RESOLVED that the Common Council of the City of Wausau hereby approves a conditional use at 640 South 3rd Avenue to allow for an indoor amusement establishment, as presented.

Approved:

James E. Tipple, Mayor

PLAN COMMISSION

Time and Date: The Plan Commission met on Tuesday, July 21, 2015, at 5:00 p.m. in the Common Council Chambers of Wausau City Hall.

Members Present: Mayor Tipple, Lindman, Gisselman, Oberbeck, Bohlken, Atwell

Others Present: Lenz, Hebert, DeSantis, Huotari, Clauss, Firkus, Johnson, Scholfield, Baregi

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

Mayor Tipple called the meeting to order at 5:00 p.m. noting that a quorum was present and welcomed Tom Atwell as the newest member of the commission.

PUBLIC HEARING: Discussion and possible action on approving a conditional use at 640 South 3rd Avenue to allow for an indoor amusement establishment in a B2, Community Service District. (Huotari)

Corey Huotari, 150 Joan Street, Medford, said that this is the old Pope's Hobbyland facility and the hope is to use it for indoor entertainment. The hours are listed and other information is in the packet that was sent out and he is willing to take any questions, comments, or concerns.

Mary Clauss, 314 Porter Street, said that she lives right across the alleyway and has a few questions. Is there going to be security provided as this is a rough neighborhood dealing with drugs and drug houses? How will drugs be enforced? How will gangs be handled and any fights? What kinds of games will there be or will be strictly laser tag?

Cole Firkus, 631 South 4th Avenue, said he would like to know how parking would be handled and if additional parking spaces would be needed.

Mayor Tipple closed the public hearing.

Lenz said two emails were received and distributed to the commission. He said the concerns were similar to those already stated. Hebert summarized the emails. The first email was from Sue Wolslegel and was concerned about the hours of operation, drug activity, and protection for children. The second email was from Elona Holdhusen who had questions about the parking, proposed hours, and drug and firearm protection.

Huotari said that the main event will be geared toward adults as an urban combat scenario. The equipment type is used for military training and is geared at those ages 15-35. The laser tag will be geared at those ages 5-15 and will have a different layout and different equipment. The closing time for the laser tag would be 9-10 p.m., but possibly earlier. At this time, there are no plans to run the business during the week, only Fridays-Sundays. Industry wide, security has never been an issue with this type of business and there are business like this in Chicago, New York City, Beijing, and other areas. Huotari said he wasn't aware of the large drug issue, but the neighbors would be the ones to know. There are plans to offer police, fire, and civilian training and home invasion protection training. A DVR surveillance system will be used which will be wireless and interactive with the internet so it can be monitored anytime 24/7, 365 days a year. Huotari said that this will be a 20-gun system and will require 4-5 cars for an average session. There are currently 17 parking spots. Hebert added that the off-street parking spaces are well within the required amount.

Lenz said that this property is zoned B2 and was a longtime local business and this use would require the approval of a conditional use. All uses allowed in B1 are also allowed in B2 and some uses, such as taverns and tobacco shops, are permitted without a conditional use and could be seen as quite a bit more intrusive than this use. Staff recommends approval of the use as it's proposed.

Mayor Tipple asked DeSantis if he had any concerns about basement occupancy. DeSantis said that he

reviewed the plans about the basement and has questions about the temporary walls. DeSantis said that Hebert spoke with Huotari earlier and it was agreed that it could be reviewed to address the lighting, egress requirements, and fire safety. Huotari said that a mobile unit will be used for the children where the walls will inflate. The walls will be coated with vinyl. DeSantis asked what the height would be. Huotari answered that it would be 8' maximum. DeSantis said that a 24" clearance to the ceiling is needed. Huotari said that it could be addressed with the manufacturer.

Bohlken motioned to approve a conditional use at 640 South 3rd Avenue to allow for an indoor establishment in a B2, Community Service District. Atwell seconded, and the motion carried unanimously 6-0. This item will go to Common Council on August 11, 2015.



STAFF REPORT

TO: City of Wausau Plan Commission
FROM: Brad Lenz, City Planner
DATE: July 15, 2015

GENERAL INFORMATION

APPLICANT: Corey Huotari

LOCATION: 640 S. 3rd Avenue

EXISTING ZONING: B2, Community Service District

REQUESTED ZONING: Conditional Use

PURPOSE: To allow for laser tag and a haunted house in an existing commercial building (former Pope's Hobbyland). In the B2 District, indoor amusement establishments may be allowed by conditional use.

Please see the enclosed application and additional information for details on the proposed use.

EXISTING LAND USE: Vacant commercial building

SIZE OF PARCEL: 0.33 acres

SURROUNDING ZONING AND LAND USE:

North: B2; Retail store
South: B2; Parking lot (accessory to subject parcel)
East: B2 and B1, Neighborhood Shopping District; Retail store and duplex home
West: R3, Two Family Residence District; One- and two-family homes

See attached Zoning Map

ANALYSIS

From Wausau Municipal Code 23.72.060, no conditional use shall be recommended by the city plan commission unless the commission finds:

(a) That the establishment, maintenance, or operation of the conditional use will not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare;

(b) That the conditional use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood;

(c) That the establishment of the conditional use will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district;

(d) That adequate utilities, access roads, drainage and/or necessary facilities have been or are being provided;

(e) That adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets; and

(f) That the conditional use shall, in all other respects, conform to the applicable regulations of the district in which it is located, except as the regulations may, in each instance, be modified by the common council pursuant to the recommendations of the city plan commission.

The proposed use will occupy a currently vacant commercial building that previously housed a long-time local business. The site is equipped with adequate facilities, including off-street parking. The B2 zoning district permits nearly one hundred (100) different uses that accommodate the needs of a larger consumer population than is served in the neighborhood shopping district (i.e., B1). Some of the permitted uses, such as taverns and tobacco shops, could be seen as more intrusive to the surrounding businesses and residences than the proposed use. Staff recommends approval of the conditional use as proposed.



CITY OF WAUSAU

2015 APPLICATION FOR A CONDITIONAL USE

For background on the conditional use process and other important information, please read the "Information and Instructions for City of Wausau Conditional Use Process" carefully before completing this application.

Please provide all of the information requested below, including a site plan and information about existing and proposed buildings. If you have questions during the course of preparing the application, contact either the Chief Inspector/Zoning Administrator at 715-261-6780 or the City Planner at 715-261-6753. (PLEASE PRINT OR TYPE)

- Address of the property where the conditional use is requested:
640 S. 3rd Avenue, Wausau, WI 54401-5399

- Provide a legal description of subject property in the space below or attach a copy of the legal description to this application. (For example, the legal description might be the lot, block, and name of a subdivision, or a Certified Survey volume and page number, or some other type of legal description. The City Assessor, at 715-261-6600, may be able to provide this information):
Metal constructed clear span retail building with C-Span concrete floor and full useable basement with restrooms, break rooms, and office. The large parking area with stripes for 17 vehicles

- Name(s) of Applicant Business: Dimension of Horrors - Phantom Laser Tag
Name of Contact Person (PLEASE PRINT): Corey Huotari
Address for Any Correspondence: 150 Joan St. Medford, WI 54451

Daytime Phone No. of Contact Person: 715-965-0229
Evening Phone No. of Contact Person: 715-965-0229

What is your interest in the subject property? (For example, owner, prospective owner, renter, attorney for owner, etc.)
Operation of our new Phantom Laser Tag arena and also potentially the haunted house for October 2016.
We are also in the process of working on a deal to purchase the property.

- Property Owner Name(s) if Different from Applicant: Warren Pope
Address: 640 S 3rd. Ave. Wausau, WI 54401

Owner's Daytime Phone Number: 715-297-9256
Owner's Evening Phone Number: _____

5. What is the area, in square feet, of the property on which the establishment of the conditional use is requested? 5,471 SF
6. What is the present zoning of the subject property? B2
7. What is (are) the present use(s) of the subject property? Was retail, currently empty.
8. Proposed use(s) of property: Operation of adult/kids Laser tag arena and Haunted Attractions.

Primary Use (reason for conditional use request): Laser Tag for adults and kids. Main level will be used for adult laser tag. The lower level will be use for a mobile kids laser tag arena which can host birthdays, ect.

Secondary use (if any) of property in addition to the conditional use: Haunted Attractions
We will be installing temporary walls and props, variant lighting, special effects products, fog use, and other event specific items.

Other use(s): Haunted House will take the place of the kids laser tag for October, 2016.

9. Describe in detail the nature of your proposed conditional use request. Include information regarding construction of new buildings, remodeling of existing buildings, location and amount of parking, number of employees, hours of operation, proposed type, size, location, and style of any new sign(s), and other pertinent information. (This information may be provided on a separate sheet or sheets)

Generally, a site plan and more detailed information about any buildings will need to be submitted in order to more accurately explain your proposal. This is described in greater detail in the attached section, "*Site Plan and Building Information*".

This application, the site plan and all other information provided by the applicant, including testimony made at the public hearing, become part of the public record of your conditional use request. Any material variations from this application could be cause for the Plan Commission to void this application and require tbe applicant to reapply for the conditional use. Therefore, do not make written or verbal statements regarding the proposed use(s) that are not entirely accurate. (Include additional page(s) if necessary)

See attached sheets for more information regarding events.

NOTE: If you are submitting an application for a community living arrangement (group home, community based residential facility, etc.) please request a copy of the City's *Policy Regarding Location and Distribution of Community Living Arrangements* (April, 1996). This policy is available from the Inspections Department and identifies additional information that **MUST be submitted with your conditional use application for this type of use.**

Additional Information

Since moving to the area, Dimension of Horrors, LLC. (DOH hereafter) has built an outstanding record for safe attractions which exceed all current building, fire and public safety codes. We pride ourselves in creating an event that pushes the boundaries of reality while maintaining a well-grounded design that is safe for all who attend. Wausau is a beautiful, scenic, and wonderfully diverse area in its businesses and communities, so we have decided to stay in the area and believe we have found a great location to continue our haunted attractions as well as pursue an additional division of DOH, Phantom Laser Tag. In the next few paragraphs, I will highlight some of the details in what we are planning so you will have a better understanding of our endeavor.

Combat Laser Tag Arena:

Our laser tag arena will be utilizing new state of the art laser tag equipment developing in Wisconsin. This equipment is so advanced, that it is now being utilized by every branch of the US Military for all variations of training scenarios. With this system, we would be able to offer the facility for local military, police, Fire & Rescue training as well as the potential to offer personal and home defense training and safety courses by a certified trainer. Other training classes could be held at our facility also. It's completely safe, 100% accurate, and presents a life like simulation of combat situations of team vs team, free for all and other various matches complete with statistics, upgrades, achievements and membership options will be available.

For our laser tag, we will offer timed matches for 16-20 players at once, ages 13 & up (younger players will be allowed to participate with an accompanying parent or guardian). All attendees will be required to sign authorization waivers for acknowledgement of all safety protocols and compliance of said rules. We will have temporary walls, props, and building layouts being utilized in this event. Our layouts will be modified at some point but the duration has not been decided on yet. Special effects, fog lighting and audio will be used in this event. Hours of operation will be weekends (Friday 6-11pm, Saturday noon - 11pm, & Sunday noon-9pm) Weekdays will be by private reservation and regular opening hours may be added later.

Kids Laser Tag:

The basement will be used to hold the kids laser tag area. This arena will be a commercial inflatable type arena approximately 30' X 30' square and will double as a mobile laser tag system that can be rented out for parties. However if people should choose to come to us, we will have a room designated for hosting a party for a group and they will have access to use the laser tag arena privately for a fee. The laser tag equipment is more child appropriate and will be easier for younger kids to operate. The arena will include special lighting and fog effects. We will have basic concessions of soda, water and juice and can serve basic snack food items like candy, chips, popcorn, cotton candy and pizza.

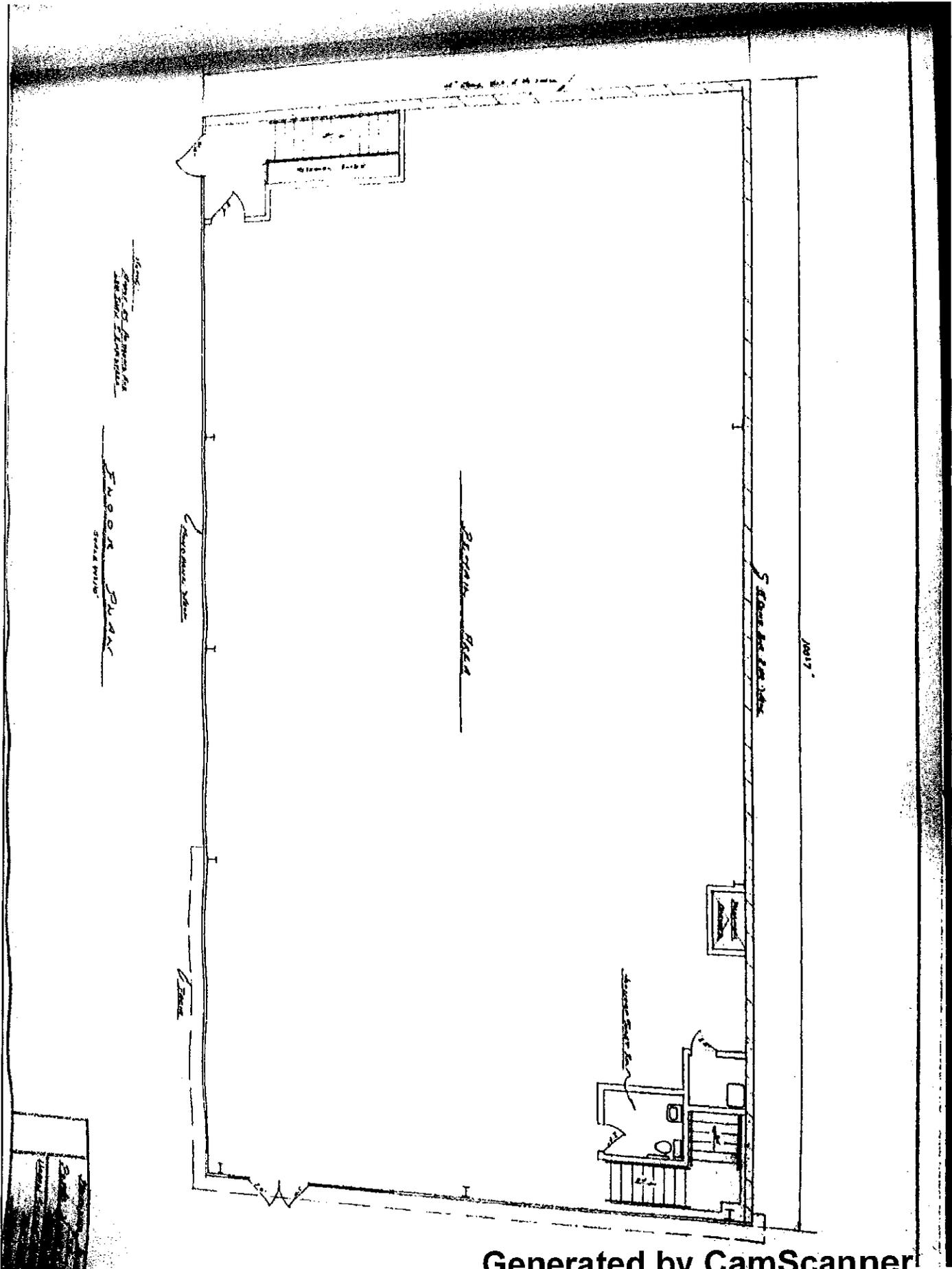
Most if not all of the electrical required will be 12VDC and all materials will be fire retardant and/or have a fire retardant treatment applied. Our company follows the Wisconsin legislative Chapter SPS 375 for all of our building and designing.

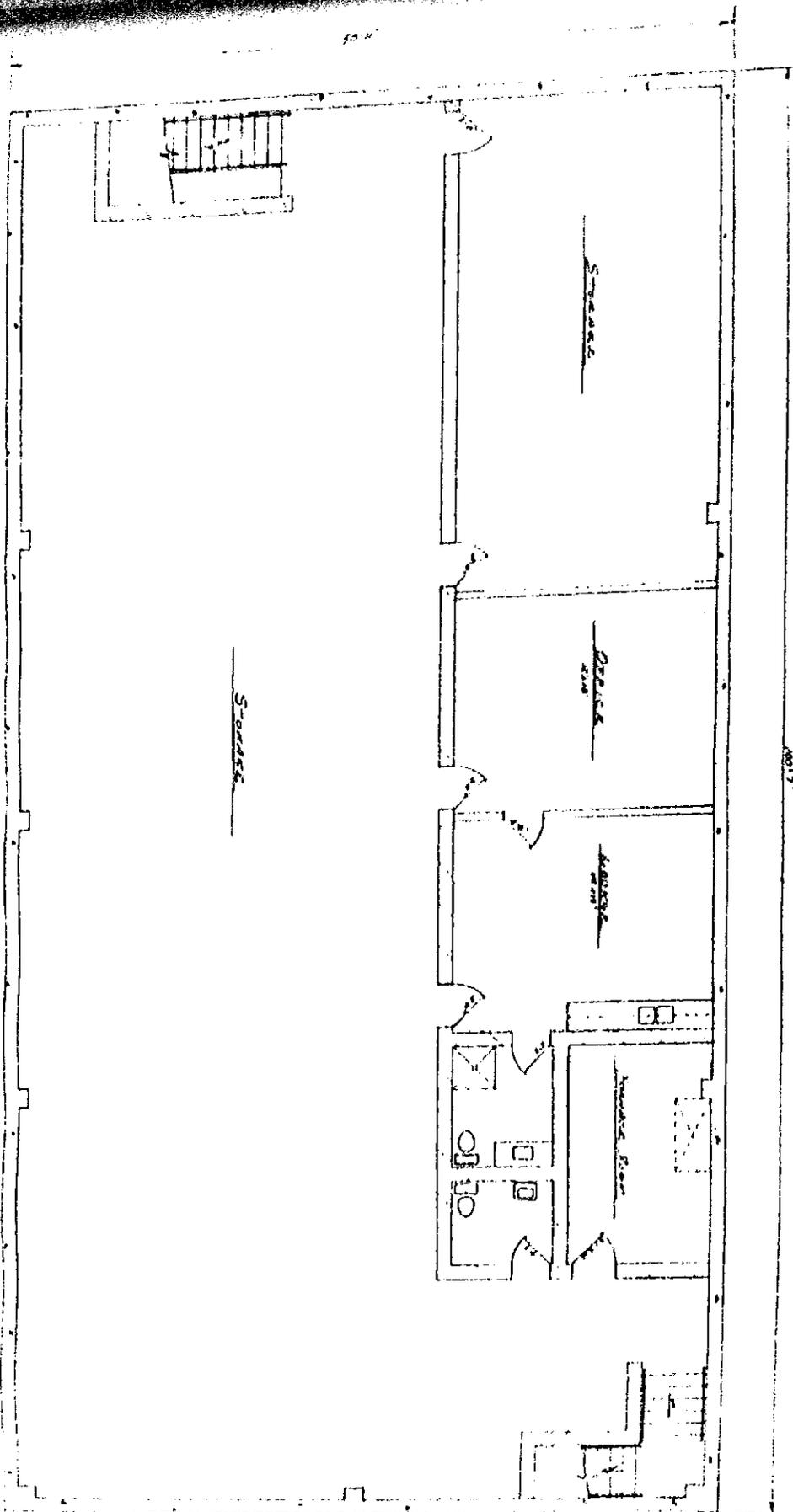
All laser tag matches, adults and kids will have video surveillance and a human referee present.

2016 Haunted House:

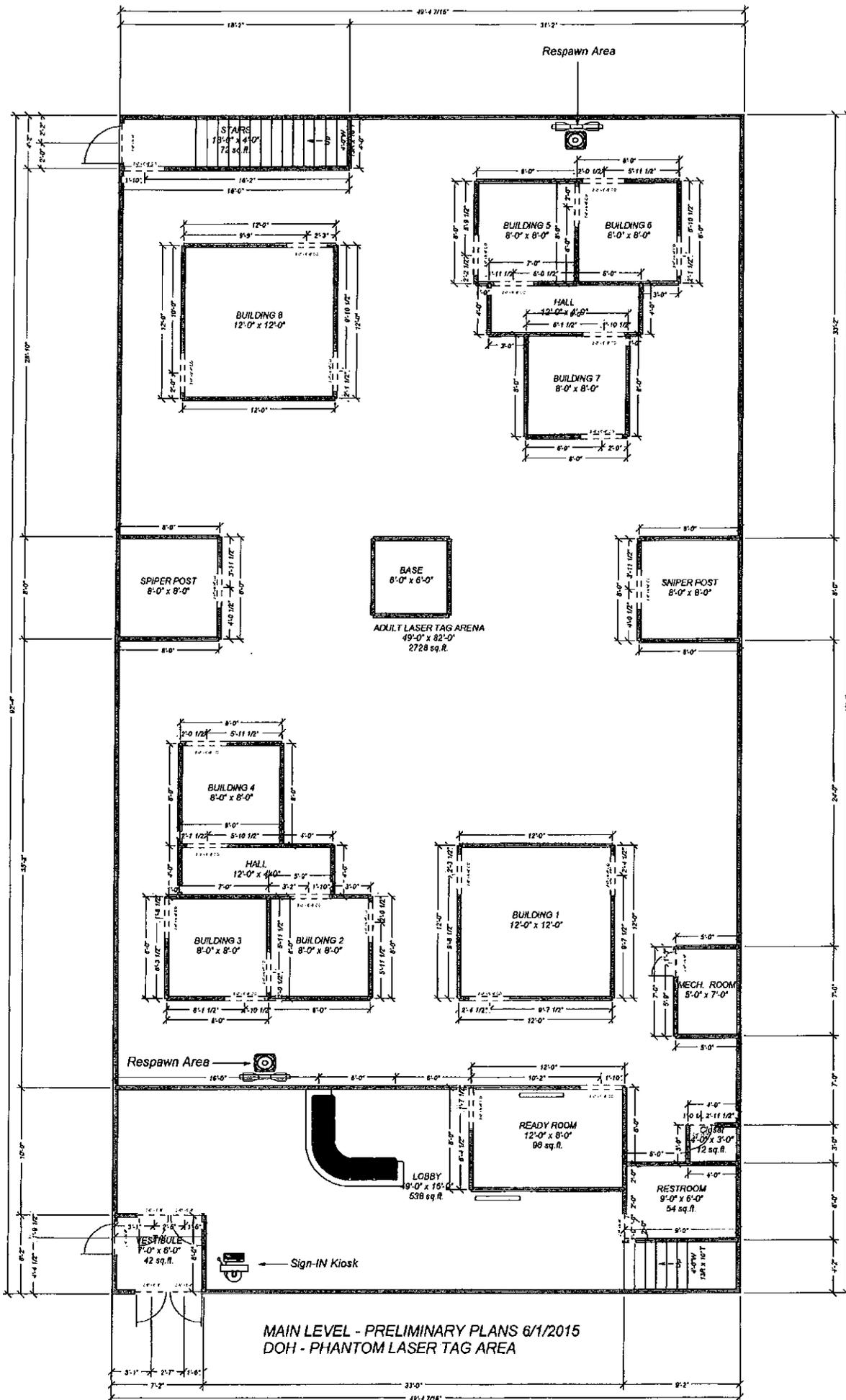
We will be installing temporary walls and props, variant lighting, special effects products, fog use, and other event specific items. All lighting will be done via 12V DC circuitry. Open Thursday, Friday, Saturday, and Sunday in October, 2016 from 6pm - 11pm, Sundays noon-5PM. (All tickets sold will be allowed to entrance on the night of purchase.) At this time, ticket sales will end at 11:00PM every night the haunt is running. Floor plan to be determined.

In conclusion, Dimension of Horrors feels that this new division of entertainment in Phantom Laser Tag and the new ideas we have in store for the 2016 haunted house, will not only add to the rich variation of business in the Wausau area but also provide a unique type of entertainment that many people of all ages and genders will enjoy time after time. Please contact us with any questions, concerns or comments at DOH@Dohorror.com and Thank You for your time and consideration of what we would like to continue to create for Wausau and the surrounding areas.

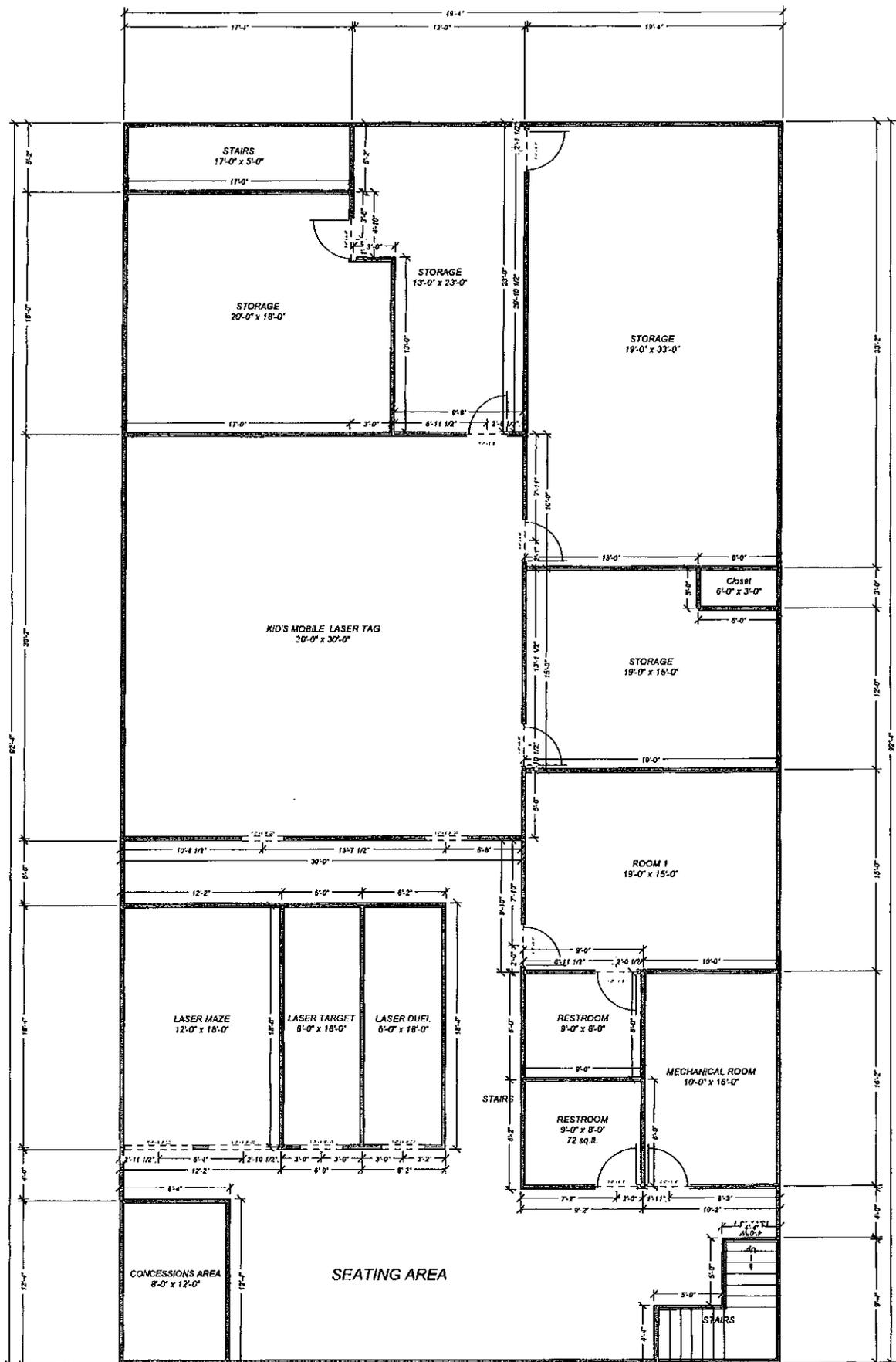




BASEMENT PLAN



MAIN LEVEL - PRELIMINARY PLANS 6/1/2015
DOH - PHANTOM LASER TAG AREA



FUTURE LOWER LEVEL - PRELIMINARY PLANS 6/1/2015
 DOH - KIDS LASER TAG, LASER MAZE, LASER DUEL,
 LASER TARGET SHOOTING
 CONCESSIONS AREA
 POSSIBLE FUTURE USE

OCTOBER, 2016 HAUNTED HOUSE - ZOMBIE MOUNTAIN

Melissa Engen

From: William Hebert
Sent: Friday, July 17, 2015 3:48 PM
To: Melissa Engen
Subject: FW: Questions regarding indoor amusement establishment on S. 3rd Ave

Here is another email with questions/concerns for 640 S. 3rd Avenue....

-----Original Message-----

From: Elona Holdhusen [<mailto:eholdhusen@yahoo.com>]
Sent: Friday, July 17, 2015 2:19 PM
To: William Hebert
Subject: Questions regarding indoor amusement establishment on S. 3rd Ave

Good Afternoon Mr. Hebert,

I am a resident of the Werle Park neighborhood. I live at 625 S. 4th Avenue. I received a letter regarding the possibility of an indoor amusement facility in the original Pope's HobbyLand store at 640 S. 3rd Ave. My husband and I are both excited at the prospect of a reputable, stable business going into this building, however I would like to raise some questions regarding this possible addition to our neighborhood. How will parking be handled? Do the owners foresee a need for additional parking above and beyond the designated parking lot? What are the proposed hours of business for this establishment? As you may know, some of the surrounding rental properties and bars have had serious drug and firearm issues recently. I would appreciate the addition of a thriving business but not at the expense of the safety of the patrons and my neighbors. How will the need for additional patrolling be addressed? I appreciate any information you may be able to provide regarding this proposed business.

Thank you,
Elona Holdhusen

Sent from my iPad

Melissa Engen

From: Brad Lenz
Sent: Friday, July 17, 2015 1:07 PM
To: Melissa Engen
Cc: William Hebert; Eric Lindman; Jim Tipple
Subject: FW: Indoor Amusement Establishment at 640 S. 3rd Ave./ Huotari

Melissa,

Please bring copies of this letter to the plan commission meeting for the members. One of us can read it during the public hearing.

Thanks,
Brad

From: William Hebert
Sent: Friday, July 17, 2015 1:04 PM
To: Brad Lenz; Jim Tipple
Cc: Eric Lindman
Subject: FW: Indoor Amusement Establishment at 640 S. 3rd Ave./ Huotari

Below is a message regarding hours of operation at 640 S. 3rd Avenue. This is a proposed conditional use that will be heard at Tuesday's meeting.

From: Sue Wolslegel [<mailto:suekyw@gmail.com>]
Sent: Friday, July 17, 2015 1:00 PM
To: William Hebert
Subject: Indoor Amusement Establishment at 640 S. 3rd Ave./ Huotari

Dear Mr. Hebert,

I am writing in regards to our phone conversation about the possible rezoning of the present Pope's Hobby Land property.

As we discussed, the following are some of the neighborhood concerns regarding the new business. As I stated we agree it would be beneficial to teenagers and others to have a safe place for entertainment. As this business would be located in a residential area concerns are what the hours of business would be.

In my opinion, having the business open no later than 9:00pm Monday through Thursday and no later than 10:00pm on Friday and Saturdays, and closing earlier on Sunday evenings.

A concern for the safety of the customers is also important given the known fact that the area has had drug activity and more recently shootings outside of a bar only a block south of the proposed new business.

Would you please be so kind as to bring these concerns to the meeting on Tuesday, July 21, 2015 in my behalf because I will not be able to attend the meeting.

Thank you for your prompt acknowledgment of my concerns,

Sue Wolslegel

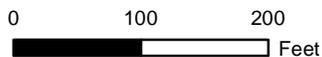
630 S. 4th Ave.

Wausau, WI 54401



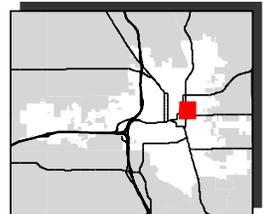
Map Date: May 11, 2015

City of Wausau
Marathon County Wisconsin



-  Building
-  Area of Interest

Map Location



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

RESOLUTION OF THE FINANCE COMMITTEE	
Amending the Procurement Policy	
Committee Action:	Pending
Fiscal Impact:	None
File Number:	99-1104
Date Introduced:	August 11, 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, your Finance Committee, at their August 11, 2015 meeting, considered and recommends the attached revision to the Procurement Policy which incorporates billing frequency and format for attorney services.

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



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 Members
FROM: Anne Jacobson, City Attorney
DATE: August 5, 2015
RE: Procurement Policy

Purpose: To institute the necessary Procurement Policy modifications to require timely billing of attorney services.

Background: A change to the Procurement Policy is necessary to facilitate the billing frequency and format of attorney services. The changes are shown below.

PURCHASE OF SERVICES

- i) Attorney Services: Billing Frequency and Format
 - A) Time Changes. Actual time should be billed in one-tenth (.10) hour increments.
 - B) Billing Frequency. Invoices for legal services or expense shall be invoiced every 30 days from the date of initial suit assignment and monthly thereafter.

In any event, invoices submitted more than 60 days after the last date of legal services will require explanation of the billing delay to the City Attorney.

Invoices submitted more than one (1) year after the last date of legal services or expense will be rejected.

Recommendation: Your approval is recommended.

alj

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'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.

i) Attorney Services: Billing Frequency and Format

- A) Time Changes. Actual time should be billed in one-tenth (.10) hour increments.**
- B) Billing Frequency. Invoices for legal services or expense shall be invoiced every 30 days from the date of initial suit assignment and monthly thereafter.**

In any event, invoices submitted more than 60 days after the last date of legal services will require explanation of the billing delay to the City Attorney.

Invoices submitted more than one (1) year after the last date of legal services or expense will be rejected.

- 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/authorized dealer or representative.
3. Insurance policy purchases and services through CVMIC and TMIC of Wisconsin
4. Property Insurance purchases from the Local Property Insurance Fund.
5. Utility Services and Charges.
6. Marathon County Landfill

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 without additional council approval if the contracts meet the following criteria:

1. Purchase of Goods – The City may purchase equipment, furnishings, goods, supplies materials and rolling stock 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 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 term meets one of the following criteria:
 1. The contract is for a period of one year or less, or
 2. The contract is for a specific project, or
 3. 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, 407 Grant Street, Wausau, WI 54403

RESOLUTION OF THE FINANCE COMMITTEE	
Approving the Budget Modification for 2015 Street Improvement Projects	
Committee Action:	Pending
Fiscal Impact:	None
File Number:	14-1109
Date Introduced:	August 11, 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:</i>
	<i>One-time Costs:</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<i>Amount: Total Transfer of Funds \$826,811</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 checked="" type="checkbox"/> No <input type="checkbox"/>	<i>Amount \$696,314 Annual Retirement \$78,000 Utilities and \$55,212 City</i>
	<i>TID Financed:</i>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<i>Amount:</i>
	<i>TID Source: Increment Revenue <input type="checkbox"/> Debt <input type="checkbox"/> Funds on Hand <input type="checkbox"/> Interfund Loan <input type="checkbox"/></i>		

RESOLUTION

WHEREAS, Common Council approved the 2015 Street Improvement Projects and the 2014 Curling Way Project; and

WHEREAS, final bid prices, rock quantities and other unanticipated costs require budget modifications to finance the additional project costs; and

WHEREAS, the Finance Committee has reviewed and approved the budget modification that finances these project shortfalls as follows;

Increase	150-232098230	Street Improvements Expense.....	\$38,745
Increase	150-236198250	Storm sewers - Expense.....	\$130,498
Decrease	150-232098237	Street Project – Trees Expense.....	\$36,840
Decrease	150-237598437	Parking Ramp Capital Expense.....	\$77,191
Increase	150-231089120	Proceeds of Notes – Revenue.....	\$55,212
Increase	161-14031	Water Mains/Laterals.....	\$398,116
Increase	163-15217	Sanitary sewers.....	\$298,198
Increase	161-25250	Water – State Trust Fund Loan.....	\$398,116
Increase	163-28230	Sewer – State Trust Fund Loan.....	\$298,198

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Wausau that the proper city officials are hereby authorized and directed to modify the budget as presented above and to publish in the budget modification in the official newspaper as required.

Approved:

James E. Tipple, Mayor

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

RESOLUTION OF THE FINANCE COMMITTEE	
Approving the Budget Modification for 1 st Street Extension and Riverfront Redevelopment Project	
Committee Action:	Pending
Fiscal Impact:	None
File Number:	14-1109
Date Introduced:	August 11, 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: TID #3 Riverfront Project</i>
	<i>One-time Costs:</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<i>Amount: Total Project cost \$1,224,449.35</i>
	<i>Recurring Costs:</i>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<i>Amount:</i>
SOURCE	<i>Fee Financed:</i>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<i>Amount:</i>
	<i>Grant Financed:</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<i>Amount: Utility work and Parking Lot \$244,000</i>
	<i>Debt Financed:</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<i>Amount \$980,500 Annual Retirement \$84,000</i>
	<i>TID Financed:</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<i>Amount:</i>
	<i>TID Source: Increment Revenue <input type="checkbox"/> Debt <input type="checkbox"/> Funds on Hand <input type="checkbox"/> Interfund Loan <input type="checkbox"/></i>		

RESOLUTION

WHEREAS, Common Council approved the construction of 1st Street Expansion, the Parking Lot; related infrastructure and remediation, and

WHEREAS, utility work and a component of the parking lot construction are grant funded through the WEDC; and

WHEREAS, to facilitate annual reporting to the state, it is efficient and necessary to establish separate budget lines for street lighting, storm sewer, sidewalk and utility work;

WHEREAS, these budget allocations have been established based upon bids received for the project; and

WHEREAS, the Finance Committee has reviewed and approved the budget modification that reclassifies expenses for proper annual state reporting;

Increase	141-342898260	Sanitary Sewer Mains/Laterals.....	\$79,500
Increase	141-342898270	Water Mains/Laterals.....	\$42,000
Increase	141-342898240	Sidewalks.....	\$45,000
Increase	141-342898250	Storm sewers.....	\$53,000
Increase	141-342898743	Street Lighting.....	\$270,000
Increase	141-342898230	Streets/Curb/Gutter.....	\$20,000
Increase	141-342898245	Parking Lot.....	\$235,000
Decrease	141-342898290	Other Capital Improvements.....	(\$744,500)

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Wausau that the proper city officials are hereby authorized and directed to modify the budget as presented above and to publish in the budget modification in the official newspaper as required.

Approved:

James E. Tipple, Mayor

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

**JOINT RESOLUTION OF THE
ECONOMIC DEVELOPMENT AND FINANCE COMMITTEES**

Approving a Development Agreement between the City of Wausau and Wausau On The Water, Inc., for the land lease and construction of the Wausau On The Water family entertainment center within the East Riverfront Redevelopment Area.

Committee Action: Economic Development TBD
Finance TBD

Fiscal Impact: \$521,000 (2.75%/15/year loan) be financed from Tax Increment District Number Three
An additional loan (at the City’s borrowing rate/10year, amortized over 20 years with a balloon payment due) of \$354,000.
\$54,000 grant to be financed from Tax Increment District Number Three
An additional \$271,000 grant for foundation work required for the construction of a building at the site.

File Number: 14-1014

Date Introduced: August 11, 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: TID #3</i>
	<i>One-time Costs:</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<i>Amount: \$325,000 grant for foundation and landscaping and \$875,000 loan</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 checked="" type="checkbox"/> No <input type="checkbox"/>	<i>Amount \$1,200,000 Annual Retirement \$115,000 (\$575,000 issued)</i>
	<i>TID Financed:</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<i>Amount:</i>
	<i>TID Source: Increment Revenue <input type="checkbox"/> Debt <input checked="" type="checkbox"/> Funds on Hand <input type="checkbox"/> Interfund Loan <input type="checkbox"/></i>		

WHEREAS, the City of Wausau has undertaken multiple initiatives to redevelop and revitalize Wausau’s East Riverfront District, a former industrial site, located north of downtown along the Wisconsin River;

WHEREAS, a Development Agreement with the proposed Wausau On The Water (WOW) redevelopment was approved in October 2014 for a lease and City incentives to allow the project to occur which included an 85 year land lease at a rate of \$1,000/month beginning December 2018; a \$521,000 loan, deferred for 18 months, payable at an annual percentage rate of 2.75% over a 15 year period; and a \$54,000 grant for exterior landscaping, payable on a reimbursement basis; and

WHEREAS, WOW agreed to pay property taxes based on a minimum value of \$1,400,000; and create 8 full time jobs and 32 part time jobs; and

WHEREAS, the City of Wausau's Economic Development Committee retained full and final approval on all interior and exterior design elements; and

WHEREAS, the facility is located within the boundaries of Tax Increment District Number Three; and

WHEREAS, the project plan objectives of TID #3 are:

- To eliminate predominantly open and under-utilized areas which contribute to blight in the Central Business District and impair the sound growth of the community.
- To help prevent the recurrence of blight and blighting conditions through public and private investments within the tax incremental district.
- To carry out "rehabilitation or conservation work", as defined in 66.435(3).
- To enhance the property value and development potential of properties within and adjacent to the tax incremental district.
- To strengthen the economic well-being of the tax incremental district area and the Central Business District.
- To identify feasible and appropriate means of undertaking and financing the improvements outlined in this project plan.
- To increase employment opportunities available in the community.
- To increase total and per capita income in the community.
- To help implement the Redevelopment plan and any amendments to the plan.

WHEREAS, the Finance Committee and Economic Development Committee have reviewed the developer incentive request and find the following:

- That the WOW business development would not occur without the financial assistance from the City of Wausau financed from Tax Increment District Number Three.
- That the financial assistance will be supported by a developer agreement signed by Wausau On The Water, Inc.
- The developer incentives for construction, equipment and landscaping and related startup costs are an eligible expense under the tax increment financing laws;
- That this project furthers the purposes of Tax Increment Financing and the objectives of the Tax Increment District Number Three Project Plan objectives;
- That payment of the City's assistance to WOW is necessary and convenient to effectuate the purposes for which Tax Increment District Number Three was created and to implement its project plan; and

WHEREAS, since the original passage of the previous Resolution in October 2014 both the City and WOW have found it necessary to change the plans for the area and the proposed building based on foundation and soil engineering analysis which has resulted in the need for a new, purpose-built structure; and

WHEREAS, these additional costs for construction and operation necessitate changes to the grant and loan structure with an additional \$271,000 for foundation work which would be required of any proposed development on this site and an additional loan \$354,000 at the City's borrowing rate for 10 years/amortized over 20 years with a balloon payment with an eighteen month deferral

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Wausau as follows:

1. That the Common Council of the City of Wausau finds the following:
 - o That the WOW business development would not occur without the financial assistance from the City of Wausau financed from Tax Increment District Number Three.
 - o That the financial assistance will be supported by a developer agreement signed by Wausau On The Water, Inc.
 - o The developer incentives for construction, equipment and landscaping and related startup costs are an eligible expense under the tax increment financing laws;
 - o That this project furthers the purposes of Tax Increment Financing and the objectives of the Tax Increment District Number Three Project Plan objectives;
 - o That payment of the City's assistance to WOW is necessary and convenient to effectuate the purposes for which Tax Increment District Number Three was created and to implement its project plan; and
2. That the Mayor and City staff is authorized and directed to work on behalf of the City of Wausau to prepare and execute a development agreement and a ground lease with these additional resources to the original October 2014 Resolution.
3. That the Finance Director and proper City officials are here by authorized to modify the budget for Tax Increment District Number Three Fund and publish the budget modification in the official newspaper as required.

Increase 141-342897200	Developer Payments Expense- Loan	\$354,000
Increase 141-342897200	Developer Payments Expense – Grant	\$271,000
Increase 141-342889120	Proceeds from Notes - Revenue	\$625,000

4. That the City Clerk mail a copy of the executed Developer Agreement to the Joint Review Board Members.

Approved:

James E. Tipple, Mayor

WOW
TAX INCREMENT DISTRICT 3

PROPERTY APPRECIATION FACTOR	1.005%
CURRENT TAX RATE (PER \$1,000 EQUALIZED VALUE - Increment Calculation)	\$26.60
MINIMUM PROJECT VALUE	\$1,400,000
LOAN #1 - \$521,000 15 YEAR NOTE 2.75% INTEREST - DEFERRED 18 MO	\$521,000
LOAN #2 - \$354,000 10 YEAR NOTE - 20 YR AMORTIZATION CITY RATE - DEFERRED 18 MO	\$354,000
DEVELOPER GRANT (\$271,000 FOR FOUNDATION AND \$54,000 FOR EXTERIOR LANDSCAPING AND PATIO)	\$325,000
CITY DEBT ISSUANCE	\$1,200,000

CASH FLOW PROJECTED BY YEAR

Budget Year	Increment Value	Equalized Tax Rate	SOURCES OF FUNDS				USE OF FUNDS	Annual Surplus (Deficit)	Accumulated Surplus (Deficit)
			Increment Revenue Projection	Ground Lease	Developer Loan #1 Repayment	Developer Loan #2 Repayment	Debt Retirement \$1,200,000		
			\$	\$	\$	\$	\$		
1 2015	-	\$26.60	-	-	-	-	-	-	
2 2016	-	\$26.60	-	-	-	45,934	(45,934)	(45,934)	
3 2017	1,400,000	\$26.60	37,240	-	22,089	11,991	39,846	31,474	
4 2018	1,407,000	\$26.60	37,426	1,000	44,178	23,981	115,533	(8,948)	
5 2019	1,414,035	\$26.60	37,613	12,000	44,178	23,981	115,454	2,318	
6 2020	1,421,105	\$26.60	37,801	12,000	44,178	23,981	115,307	2,653	
7 2021	1,428,211	\$26.60	37,990	12,000	44,178	23,981	115,093	3,056	
8 2022	1,435,352	\$26.60	38,180	12,000	44,178	23,981	114,810	3,529	
9 2023	1,442,529	\$26.60	38,371	12,000	44,178	23,981	114,460	4,070	
10 2024	1,449,741	\$26.60	38,563	12,000	44,178	23,981	114,042	4,680	
11 2025	1,456,990	\$26.60	38,756	12,000	44,178	23,981	113,463	5,452	
12 2026	1,464,275	\$26.60	38,950	12,000	44,178	23,981	114,849	4,260	
13 2027	1,471,596	\$26.60	39,144	12,000	44,178	221,447	113,692	203,077	
14 2028	1,478,954	\$26.60	39,340	12,000	44,178	-	114,523	(19,005)	
15 2029	1,486,349	\$26.60	39,537	12,000	44,178	-	115,032	(19,317)	
16 2030	1,493,781	\$26.60	39,735	12,000	44,178	-	115,232	(19,319)	
17 2031	1,501,250	\$26.60	39,933	12,000	44,178	-	-	96,111	
18 2032				12,000	22,089	-	-	34,089	
			\$578,581	\$169,000	\$662,670	\$449,267	\$1,577,270		

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

**JOINT RESOLUTION OF THE ECONOMIC DEVELOPMENT
AND FINANCE COMMITTEES**

Accepting the proposal of Badger Pharmacy DBA Young's Drug Store & Young's Long Term Care Pharmacy and to transfer the City owned property at 1500 Grand Avenue (formerly a Kwik Trip) for the establishment of a pharmacy operation and urgent care center.

Committee Action: ED Comm: Approved 4-0
 Finance Comm: Pending

Fiscal Impact:

File Number: 14-0110

Date Introduced: August 11, 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:</i>
	<i>One-time Costs:</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<i>Amount:</i>
	<i>Recurring Costs:</i>	Yes <input checked="" 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 checked="" type="checkbox"/> No <input type="checkbox"/>	<i>Amount:</i>
	<i>TID Source: Increment Revenue</i> <input checked="" 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 of Wausau aims to assist and participate in job creation and quality redevelopment activities which increase the economic benefits to the City of Wausau and further economic development goals; and

WHEREAS, the City of Wausau had received the former Kwik Trip property at 1500 Grand Avenue from the owner to facilitate its redevelopment; and

WHEREAS, the City requested proposals through a public Request For Proposal (RFP) process earlier this year which solicited opportunities for the redevelopment of the city owned site; and

WHEREAS, Badger Pharmacy was one of two proposals received which were ranked by a selection committee and then by the Economic Development committee;

NOW THEREFORE BE IT RESOLVED, that the proper City officials are hereby authorized and directed to accept the proposal as presented, transfer said property to Badger Pharmacy upon receipt of

\$25,000 and provide Badger Pharmacy reimbursable grant payments for exterior physical improvements and landscaping in accordance with the plans submitted up to \$25,000 from the City.

Approved:

James E. Tipple, Mayor

ECONOMIC DEVELOPMENT COMMITTEE

Time and Place: The Economic Development Committee met on Thursday, May 21, 2015 at 4:30 p.m. in the 2nd floor Board Room at City Hall, 407 Grant Street, Wausau

ED Members Present: Bill Nagle (C), Romey Wagner, Tom Neal (VC) and Lisa Rasmussen

Others Present: Mayor Jim Tipple, Ann Werth, MaryAnne Groat, Chris Schock, Eric Lindman, Travis Lepinski, Gary Gisselman, Brad Lenz, Kristen Fish, Forrest Young, John Smith, Rob Flashinski, Kevin Malovrh, Elizabeth Fields, Karen Kellbach and Chuck Ghidorzi

DISCUSSION AND POSSIBLE ACTION ON THE PROPOSAL PRESENTATIONS FOR THE PROPERTY AT 1500 GRAND AVENUE (KWIK TRIP)

Kevin Malovrh, Advantage Insurance, gave a PowerPoint presentation on his proposal for 1500 Grand Ave.

Forrest Young and John Smith, representing Young's Pharmacy, also gave a PowerPoint presentation on their proposal for 1500 Grand Ave.

No action was taken as further discussion will be done in closed session.

CLOSED SESSION PURSUANT TO 19.85(1)(E) OF THE WISCONSIN STATUTES FOR DELIBERATING OR NEGOTIATING THE PURCHASE OF PUBLIC PROPERTIES, THE INVESTING OF PUBLIC FUNDS, OR CONDUCTING OTHER SPECIFIED PUBLIC BUSINESS, WHENEVER COMPETITIVE OR BARGAINING REASONS REQUIRE A CLOSED SESSION

***DISCUSSION AND POSSIBLE ACTION ON THE PROPOSAL PRESENTATIONS FOR THE PROPERTY AT 1500 GRAND AVENUE (KWIK TRIP)**

Rasmussen motioned to go into closed session. Neal seconded and roll call was done, all members present except Oberbeck.

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

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

Neal motioned to approve Young's Drug store original proposal. Rasmussen seconded and the motion carried unanimously 4-0

NOW THEREFORE BE IT RESOLVED, that the City approves the following changes to the existing Development Agreement:

Remove Section 5(G) which required audited financial statements be submitted to the City. This requirement is not a standard of the City's Development Agreement process and an audit is an unnecessary expense for the Applicant and not useful to the City.

Remove Section 4(D) which required a guaranty minimum equalized value of \$1.6 million and payment in lieu of this value if not met. Bull Falls Brewery will pay taxes based on the assessed value for tax year 2015 forward with no minimum or maximum and any previous interest charges on the 2014 payment in lieu be waived.

BE IT FURTHER RESOLVED that the proper City officials are hereby authorized and directed to execute an amendment to the Development Agreement in substantial compliance with these provisions between Bull Falls Brewery and the City.

Approved:

James E. Tipple, Mayor

ECONOMIC DEVELOPMENT COMMITTEE

Time and Place: The Economic Development Committee met on Tuesday, July 7, 2015 at 4:30 p.m. in the 2nd floor Board Room at City Hall, 407 Grant Street, Wausau

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

Others Present: Mayor Jim Tipple, Ann Werth, MaryAnne Groat, Chris Schock, Travis Lepinski, Gary Gisselman, Brad Lenz, Nan Giese, Bill Hebert, Tara Alfonso, Tom Mudrovich, Joe Vraspir, Dan Arndt, Bill Greenwood, Deb Ryan, Mike Zamzow and the Media

DISCUSSION AND POSSIBLE ACTION ON THE DEVELOPMENT AGREEMENT WITH BULL FALLS BREWERY

Schock informed the committee about the provisions in the development agreement.

Mike Zamzow, representing Bull Falls, asked if his property taxes could be set from the assessed value and not the assumed value of 1.6 million dollars. He also asked if the City would waive the financial audit because the bank does not require it and he received an estimate of \$16,000 to have one done.

Groat said the audit was only to be given to the City if the bank would require one to be done. That wording was left out of the development agreement. Groat also informed the committee that the audit triggered no action on the City's part.

Wagner motioned to pull the financial audit requirement out of the development agreement. Neal seconded and the motion carried unanimously 5-0.

Neal motioned to approve Mr. Zamzow's request to pay taxes based on the assessed value and not the value of 1.6 million dollars as outlined in the development agreement after 2015. Wagner seconded and the motion carried unanimously 5-0.



*** All present are expected to conduct themselves in accordance with our City's Core Values ***

OFFICIAL NOTICE AND AGENDA

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

Meeting of the: **COMMON COUNCIL OF THE CITY OF WAUSAU**
 Date/Time: **Tuesday, August 11, 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**

ADDENDUM**

File #	CMT	Resolutions and Ordinances	ACT
15-0506	PLAN	Resolution Amending the General Development Plan and Approving the Precise Implementation Plan at 404 South 3rd Avenue & 308 Stewart Avenue to allow for a convenience store and a multi-family residential development.	Pending

Adjournment

Signed by James E. Tipple, Mayor

****Pursuant to Wisconsin Statutes 19.84(3)** Public notice of every meeting of a governmental body shall be given at least 24 hours prior to the commencement of such meeting unless for good cause such notice is impossible or impractical, in which case shorter notice may be given, but in no case may the notice be provided less than 2 hours in advance of the meeting,

This Revised Agenda was posted at City Hall and faxed to the Daily Herald newsroom on 08/11/2015 @ 3:00 pm. Questions regarding this agenda may be directed to the City Clerk.

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

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

RESOLUTION OF THE PLAN COMMISSION

Amending the general development plan and approving the precise implementation plan for 404 South 3rd Avenue & 308 Stewart Avenue to allow for a convenience store and a multi-family residential development in an existing Unified Development District.

Committee Action: Pending

Fiscal Impact: None.

File Number: 15-0506

Date Introduced: August 11, 2015

WHEREAS, the Plan Commission met on August 11, 2015 to consider a request to amend the general development plan and approve the precise implementation plan for 404 South 3rd Avenue & 308 Stewart Avenue to allow for a convenience store and a multi-family residential development; and

WHEREAS, the existing convenience store on the site would be replaced with a new store that includes space for a fast-food restaurant; and

WHEREAS, the amended general development plan would reduce the initial scope of the residential project from 11 units to 9 units; and

WHEREAS, the amended plans would not require vacating Clark Street as had been previously planned; and

WHEREAS, the City's Economic Development and Finance Committees approved developer incentives for construction of the proposed project; and

WHEREAS, the plans have been prepared with competent professional advice, including architectural renderings of the site; now therefore

BE IT RESOLVED that the Common Council of the City of Wausau hereby amends the general development plan and approves the precise implementation plans for 404 South 3rd Avenue & 308 Stewart Avenue to allow for a convenience store and a multi-family residential development in an existing Unified Development District, subject to the following:

1. Landscaping and lighting plans are reviewed and approved by Planning and Zoning staff;
2. Signage plans are submitted to the Inspections department and receive the proper permits;
3. Access to the site and treatment of the terrace area along Stewart Avenue are approved by City Engineering.

Approved:

James E. Tipple, Mayor