



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, October 27, 2015 at 7:00 pm.**
 Location: **City Hall (407 Grant Street, Wausau WI 54403) - Council Chambers**
 Members: Bill Nagle, Romey Wagner, David Nutting, Tom Neal, Gary Gisselman, Keene Winters, Lisa Rasmussen, Karen Kellbach, David Oberbeck, Sherry Abitz, Robert Mielke

Call to Order

Pledge of Allegiance / Roll Call / Proclamations

Presentations: **Wausau Fire Department and Community Paramedicine (Dr. Mark Mirick)**
Main Street Update (Elizabeth Field)

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

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

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

File #	CMT	Consent Agenda	ACT
15-1001		Minutes of previous meetings (10/13/15)	
15-1010	CISM	Initial Resolution setting a public hearing regarding vacating and discontinuing a portion of 77th Avenue	Approved 5-0
12-1106	CISM	Resolution Authorizing Downtown Snow/Ice Removal 2015-2016	Approved 5-0
90-1136	PH&S	Ordinance Amending Section 6.44.010 Definitions to exclude certain residential units located in commercial buildings from solid waste pick-up	Approved 5-0

File #	CMT	Resolutions and Ordinances	ACT
15-1003		Confirmation of Mayor's Appointments	
15-0105	CISM	Resolution Levying Special Assessments for 2015 Street Reconstruction Projects - 730 East Crocker Street	Approved 5-0
02-1005	CISM	Resolution approving Real Estate Services Contract for right-of-way property acquisitions required related to the Thomas Street Project	Approved 5-0
02-1005	CISM & PLAN	Joint Resolution approving right-of-way plat for the Thomas Street Project	Approved 5-0 Approved 6-0
15-1012	ED	Resolution Accepting the proposal of Advantage Insurance/Kevin Malovrh to transfer the City owned property at 1500 Grand Avenue (formerly a Kwik Trip) for the establishment of an insurance office.	Failed 2-2
15-1011	ED	Resolution Accepting the proposal of Sandquist Chiropractic Office to transfer the City owned property at 1500 Grand Avenue (formerly a Kwik Trip) for the establishment of a chiropractic office.	Failed 2-2
94-0907	ED	Resolution Authorizing the Proper City Officials Draft a Project Plan Amendment and Follow Appropriate Procedures Required to Amend Tax Increment District Number Three for the Wausau Center Mall Project	Failed 2-2
97-0404	FIN & ED	Joint Resolution Authorizing the Proper City Officials Draft Project Plan Amendment and Follow Statutory Procedures Required to Tax Increment District Number Five to reduce the Boundaries of the District and to Serve as a Donor District to Tax Increment District Number Three	Approved 3-2 Failed 2-2
12-1012	HR & FIN	Joint Resolution Approving Health Plan Design for 2016	Approved 4-0 Approved 5-0
Suspend the Rule 1(D) Transmission of Committee Business to Council for the following items - (2/3 Vote required)			
15-0809	COUN	Ordinance Amending ordinance no. 497-15B (annexing territory from the Town of Stettin to the City of Wausau (Travis Bruch -- 4212 Hilltop Avenue)	None
15-1013	FIN	Resolution approving contract for residential building inspection services between the City of Wausau and City of Schofield	Pending
Public Comment & Suggestions - (for matters not appearing on the agenda)			

CLOSED SESSION pursuant to 19.85(1)(g) 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. 15CV114 Andy T. Her et al vs. Cities and Villages Mutual Insurance Company et al (City of Wausau)

RECONVENE into open session to approve agreement discussed in closed session, if necessary.

Adjournment

Signed by James E. Tipple, Mayor

This Notice was posted at City Hall and faxed to the Daily Herald newsroom on 10/23/15 @ 12:00 pm.. Questions regarding this agenda may be directed to the City Clerk.



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

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ADDENDUM

File #	CMT	Resolutions and Ordinances	ACT
12-1007	FIN	Resolution authorizing City staff to insource pet licensing processing beginning with the January 2016 licensing season and offer pet licensing and data management services to the Village of Weston	Pending
Adjournment			

Signed by James E. Tipple, Mayor

This Revised Agenda was posted at City Hall and faxed to the Daily Herald newsroom on 10/23/2015 @ 11:15 AM. 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.

OFFICIAL PROCEEDINGS OF THE WAUSAU COMMON COUNCIL
held on Tuesday, October 13, 2015, at 7:00 pm in the Council Chambers at City Hall.
Mayor Tipple presiding.

Roll Call

10/13/2015 7:00:46 PM

Roll call indicated 11 members present.

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

Proclamations:

Mayor Tipple proclaimed THURSDAY, OCTOBER 15, 2015 as WHITE CANE SAFETY DAY in the City of Wausau and urged operators of motor vehicles to be acutely aware of visually impaired pedestrians and obey the Wisconsin State law.

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

- 1) Phillip Buch, 1721 N 2nd Ave, spoke regarding 15-1006 rezoning the Digman properties and the 11 properties that it affects. They wanted to know what type of business was actually going to go in there and requested an R2 zone change.
- 2) John Woller, 1732 N 1st Ave, spoke regarding the rezoning, stating he preferred it be rezoned residential like all the surrounding properties.
- 3) David Hummer, 115 W Campus Dr, commented the properties to be rezoned have not been used for anything under the M1 zoning for quite some time. He also preferred a residential zoning for these properties.
- 4) Daniel Laber, 1748 N 1st Ave, stated he lives in a residential area and would like to keep it residential; he did not agree with an MI zoning.

Communications and Committee Reports

- 1) Nutting extended gratitude to the Fire Department for the great job they did with a potentially serious scenario in reference to the Downtown Grocery fire.
- 2) Abitz noted it is also the Emergency Nurses day on Wednesday and reminded anyone using the emergency room to thank those nurses.

Consent Agenda

10/13/2015 7:11:37 PM

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

(Tipple indicated there was a request to remove file # 15-1005 from the Consent Agenda.)

15-0901 Minutes of the previous meetings (9/08/15 & 9/22/15)

15-1004 Resolution of the Capital Improvements & Street Maintenance Committee establishing assessment rates for 2016 New Street Construction Projects.

03-1116 Resolution of the Capital Improvements & Street Maintenance Committee accepting Easement for the construction of a parking lot at 1801 - 1901 Westwood Center Boulevard.

15-1009 Resolution of the Finance Committee adopting a Post-Issuance Compliance Policy for Tax-Exempt and Tax-Advantage Obligations and Continuing Disclosure.

12-1009 Ordinance of the Parking and Traffic Committee removing one parking stall and replacing it with no parking on the south side of Washington Street from 51 feet of its intersection with N. 5th Street.

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

Yes Votes: 11 No Votes: 0 Result: PASS

15-1005 Amendment

10/13/2015 7:19:42 PM

Motion by Gisselman, second by Mielke to amend a Joint resolution of the Capital Improvements & Street Maintenance Committee and the Plan Commission accepting dedication of right-of-way for the extension of 1st Street - to change the name of 1st Street (the proposed right-of-way north of Bridge Street) to North River Drive.

Gisselman stated he had issues with this 1st Street designation because it will be the second 1st Street. He felt we need to clear up the issue by changing that portion to the name North River Drive.

Yes Votes: 11 No Votes: 0 Result: PASS

15-1005

10/13/2015 7:19:59 PM

Motion by Nutting, second by Abitz to adopt a Joint Resolution of the Capital Improvements & Street Maintenance Committee and the Plan Commission accepting dedication of right-of-way for the extension of 1st Street, as amended on council floor.

Yes Votes: 11 No Votes: 0 Result: PASS

15-1007

10/13/2015 7:20:37 PM

Motion by Wagner, second by Mielke to approve a resolution of the Public Health & Safety Committee supporting the efforts of Wausau Fire Department in becoming an accredited agency.

Yes Votes: 11 No Votes: 0 Result: PASS

15-1008

10/13/2015 7:21:39 PM

Motion by Abitz, second by Kellbach to adopt an ordinance of the Parking and Traffic Committee designating a 15 mile per hour speed limit school zone and W. Wausau Avenue from N. 10th Avenue to Stevens Drive and Stevens Drive from W. Wausau Avenue to Golden Meadow Street.

Nutting explained he was the no vote at committee especially for the reduction in speed along Stevens Drive because he felt it was unnecessary and a restriction to the flow of traffic.

Rasmussen stated that area has become part of the school zone partially with the development of the athletic fields which resulted in a lot of activity going on there. Metro Ride's student transport bus dispenses students on Stevens Drive where they cross the street into the rear parking lot of Wausau West. She noted the school requested that the school zone be delineated.

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

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

15-1006 Amendment

10/13/2015 7:34:01 PM

Motion by Rasmussen, second by Winters to amend the ordinance of the Plan Commission rezoning 1741, 1749 & 1757 North 3rd Avenue from M1, Limited Industrial District, to B1, Neighborhood Shopping District, - to rezone to R2, Single Family Residence District, instead of B1.

Rasmussen stated the initial idea for the city to undertake the rezoning of this property was to relieve some grandfathered very old spot zoning. She pointed out today we would never put M1 zoning next to houses and that use has been grandfathered for decades. She stated that property has an uncertain future and the new owners have been reluctant to delineate exactly what their plan for the area is and they may even sell it. The residents have consistently testified at the Plan Commission meetings that they would like to see R2 versus B1 and even though B1 is the most restrictive commercial class we have and businesses within it typically coexist peacefully with homes, the entire area is residential. She noted the residents have even routed a petition to cause us to change that zoning via an amendment to this ordinance back to R2. She pointed out the Plan Commission has held public hearings on both B1 and R2 zoning and could have chosen either of them. The owner of the property does not oppose B1, but does oppose R2 because they feel the class is too restrictive and they really don't want to build homes. Either way M1 has to go.

Nagle questioned Brad Lenz as to the city's standpoint on what the highest and best use for that property is. Lenz stated given the surrounding area is R2 it makes sense to go residential. He noted other developers have looked at that property and say it is challenging given the site, cleanup, and the small number of lots in the neighborhood. They were not sure they could actually make a go of it with single family homes there. It may be the highest and best use but the question is if it is feasible. He indicated if a plan came forth in the future they could ask for UDD zoning or a conditional use.

Vote on Amendment:

Yes Votes: 11 No Votes: 0 Result: PASS

15-1006 10/13/2015 7:34:25 PM

Motion by Rasmussen, second by Abitz to adopt an ordinance of the Plan Commission rezoning 1741, 1749 & 1757 North 3rd Avenue from M1, Limited Industrial District, to B1, Neighborhood Shopping District, as amended on Council floor to an R2, Residential District.

Yes Votes: 11 No Votes: 0 Result: PASS

Suspend the Rule 10/13/2015 7:34:53 PM

Motion by Nutting, second by Rasmussen to suspend Rule 1(D) transmission of committee business to Council.

Yes Votes: 11 No Votes: 0 Result: PASS

01-0904 10/13/2015 7:35:48 PM

Motion by Nutting, second by Wagner to adopt a Resolution of the Economic Development Committee conveying an approximately 0.19 acre strip of City owned property located north of International Drive, east of the detention pond and south of Eastbay's existing building to Stettin Investor's Group (SIG) to facilitate additional access and parking options at the existing facility leased to Eastbay/Footlocker.com in the Wausau Business Campus as part of the sale originally approved.

Yes Votes: 11 No Votes: 0 Result: PASS

01-0904 (Addendum) 10/13/2015 7:37:48 PM

Motion by Neal, second by Nagle to adopt a Resolution of the Economic Development Committee setting the sale price of the previously approved 3 year option on an additional 8.53 acres at 7750 International Drive (PIN: 291-2907-251-0978) to Stettin Investor's Group (SIG) to facilitate additional parking and future expansion options at the existing facility leased to Eastbay/Footlocker.com in the Wausau Business Campus, to \$6,000 per acre.

Yes Votes: 11 No Votes: 0 Result: PASS

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

None.

Adjournment 10/13/2015 7:38:18 PM

Motion by Mielke, second by Nutting to adjourn. Motion carried unanimously. Meeting adjourned at 7:39 p.m.

James E. Tipple, Mayor
Toni Rayala, City Clerk

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

INITIAL RESOLUTION OF THE CAPITAL IMPROVEMENTS & STREET MAINTENANCE COMMITTEE

Setting a public hearing regarding vacating and discontinuing a portion of 77th Avenue

Committee Action: Approved 5-0

Fiscal Impact: None

File Number: 15-1010	Date Introduced: October 27, 2015
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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, pursuant to Wis. Stats. 66.1003(4)(a), it is declared that since the public interest requires it, the following described public way, all of which is in the City of Wausau be vacated and discontinued:

Part of the Southwest ¼ of the Northeast ¼, Section 36, Township 29 North, Range 6 East, City of Wausau, Marathon County, Wisconsin, described as follows:

That portion of the 77th Avenue right-of-way cul-de-sac in said Southwest ¼ of the Northeast ¼, lying Southerly and Easterly of the following described line:

Commencing at a point on the Westerly right-of-way of South 77th Avenue, said point shown as Point A on said Certified Survey Map Number 1346 recorded in the Office of Register of Deeds for Marathon County in Volume 6 of Certified Survey Maps on Page 27, and lying at the beginning of a 60 foot cul-de-sac at the South end of said South 77th Avenue; thence along said Westerly right-of-way and along an arc of a curve to the left having a chord bearing of South 11°32'35" West and a chord distance of 43.45 feet and a radius of 60.00 feet, to the point of beginning of said line;

Thence North 83°00'35" East, 60.38 feet; thence North 2°12'13" East, 62.18 feet to the Easterly right-of-way of said South 77th Avenue and the end of said 60 foot cul-de-sac, and the end of said line;

and also;

That portion of the 77th Avenue right-of-way in said Southwest ¼ of the Northeast ¼, lying Southerly of the Southerly right-of-way of Stewart Avenue, and lying Northerly of the following described line:

Commencing at the intersection of said Easterly right-of-way of South 77th Avenue, and the southerly line of Certified Survey Map Number 1742 recorded in the Office of Register of Deeds for Marathon County in Volume 7 of Certified Survey Maps on Page 128, the point of beginning of said line;

Thence South 63°21'18" West, perpendicular to said Westerly right-of-way of South 77th Avenue, 60.00 feet to said Westerly right-of-way, and the end of said line.

WHEREAS, the Capital Improvements and Street Maintenance Committee at its October 8, 2015 meeting recommended that a hearing be held.

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of Wausau, that a hearing on the passage of the foregoing resolution shall be held before the Capital Improvements and Street Maintenance Committee of the City of Wausau in the Council Chambers of City Hall, 407 Grant Street, Wausau, Marathon County, Wisconsin, on the 10th day of December, 2015, at 5:30 p.m., on said day, and the proper City officials are hereby authorized and directed to give notice of said hearing by personal service and publication of said hearing as provided by law.

Approved:

James E. Tipple, Mayor

CAPITAL IMPROVEMENTS AND STREET MAINTENANCE COMMITTEE

Date of Meeting: October 8, 2015, at 5:30 p.m. in the Council Chambers of City Hall.

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

Also Present: Lindman, Wesolowski, Gehin

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.

CONSENT AGENDA

- A. Approve minutes of the September 10, 2015 meeting**
 - B. Action on an initial resolution to hold a public hearing to vacate a portion of 77th Avenue**
 - C. Action authorizing Downtown Snow/Ice Removal**
 - D. Action on a petition for annexation – Eau Claire River LLC, South 60th Avenue (076-2907-323-0977, Town of Stettin)**
-

Gisselman requested the removal of Item D from the consent agenda to obtain background information.

Mielke moved to approve consent agenda items A, B and C. Kellbach seconded and the motion carried unanimously 5-0.

Dan Higginbotham, 156 Kent Street, stated he works for PGA, Inc. The owner of PGA also owns Eau Claire River LLC. They purchased about 100 acres of property in January of 2013. Of the 100 acres, approximately 30 acres were located within the City of Wausau. This is the Murray Machinery building and associated property. They did not purchase the Murray Machinery building but purchased the surrounding property. The acreage consists of some upland and some low land along the Rib River with 70 acres located within the Town of Stettin. They are looking to incorporate this land with the upland already located within the City of Wausau.

Gisselman moved to approve the petition for annexation for Eau Claire River LLC on South 60th Avenue. Kellbach seconded and the motion carried unanimously 5-0.

Agenda Item No.

1B

STAFF REPORT TO CISM COMMITTEE – October 8, 2015

AGENDA ITEM

Action on an initial resolution to hold a public hearing to vacate a portion of 77th Avenue

BACKGROUND

It is recommended that the City initiate a petition for the vacation of a portion of 77th Avenue under Wis. Stats. 66.1003(4)(a). The right-of-way proposed to be vacated is shown on the attached map.

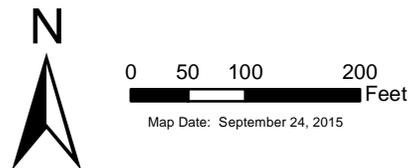
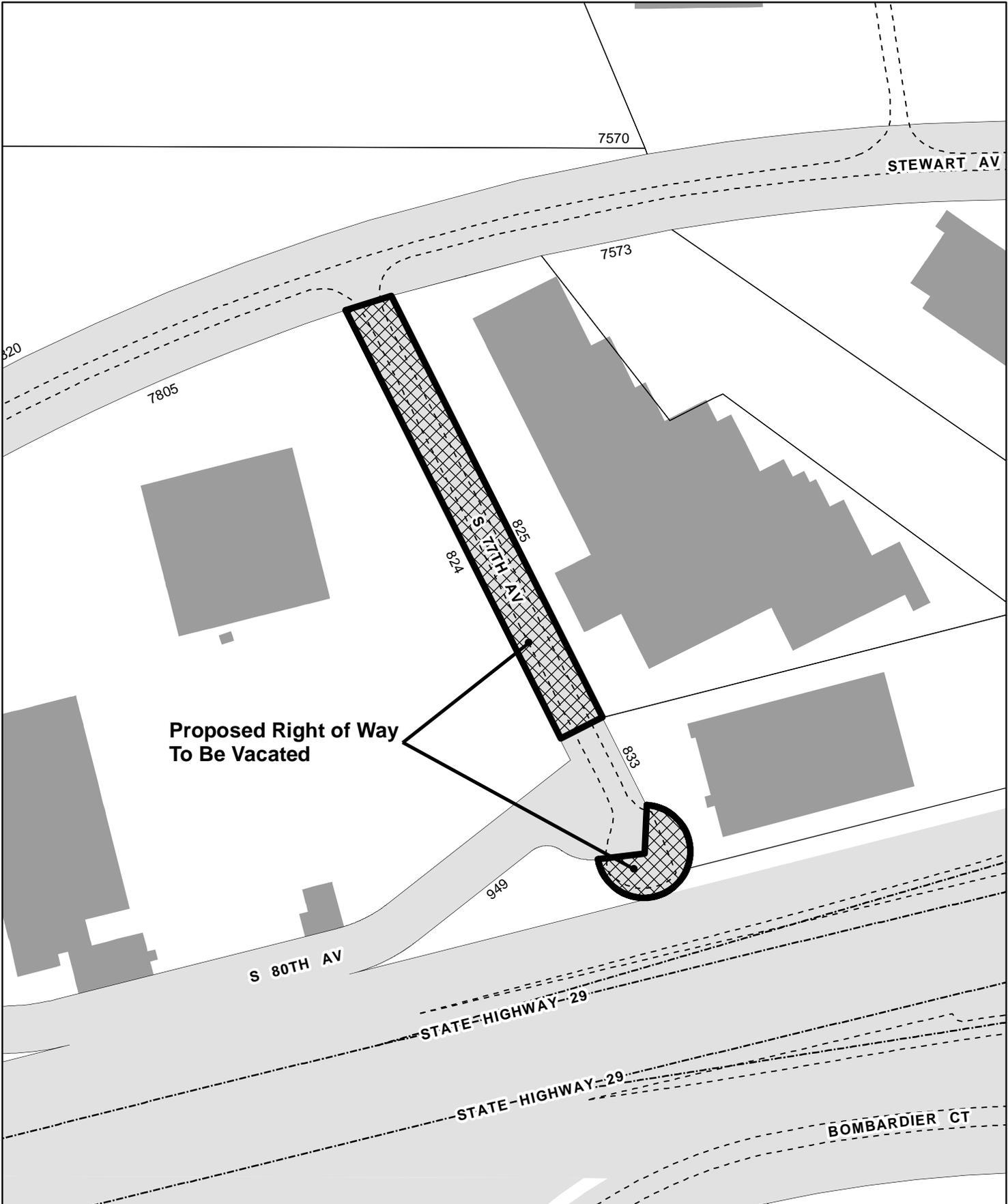
FISCAL IMPACT

There is no fiscal impact in vacating the right-of-way.

STAFF RECOMMENDATION

Staff recommends approval of the initial resolution to hold a public hearing for the purpose of vacating a portion of 77th Avenue.

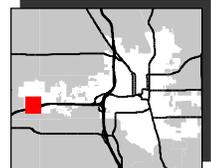
Staff contact: Allen Wesolowski 715-261-6762



CITY OF WAUSAU

Marathon County, Wisconsin

- Legend**
-  Vacate
 -  Existing Right of Way
 -  Existing Road (Paved)
 -  Existing Building



WHEREAS, the intent of this resolution and its effect shall be to authorize the removal by the City of snow and ice from the sidewalks listed above, and the cost of such shall be charged to the owners of the abutting property, now therefore

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

1. The Director of Public Works and Utilities shall cause the snow and ice to be removed from the sidewalks listed above.
2. The cost of this work at the City's standard rate shall be charged to the property served.
3. All special charges shall be due and payable within 30 days of the date of the invoice, with interest to be charged on past due accounts. Any charge, plus accumulated interest, not paid on or before September 30, 2016 shall become a lien upon the property and shall be extended on the current tax roll as a delinquent tax against the property.
4. The Department of Public Works shall mail a copy of this resolution to the owner of each parcel charged for the cost of the removal, together with a statement of the amount charged against the particular parcel.

Approved:

James E. Tipple, Mayor

CAPITAL IMPROVEMENTS AND STREET MAINTENANCE COMMITTEE

Date of Meeting: October 8, 2015, at 5:30 p.m. in the Council Chambers of City Hall.

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

Also Present: Lindman, Wesolowski, Gehin

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-

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Mielke moved to approve consent agenda items A, B and C. Kellbach seconded and the motion carried unanimously 5-0.

Dan Higginbotham, 156 Kent Street, stated he works for PGA, Inc. The owner of PGA also owns Eau Claire River LLC. They purchased about 100 acres of property in January of 2013. Of the 100 acres, approximately 30 acres were located within the City of Wausau. This is the Murray Machinery building and associated property. They did not purchase the Murray Machinery building but purchased the surrounding property. The acreage consists of some upland and some low land along the Rib River with 70 acres located within the Town of Stettin. They are looking to incorporate this land with the upland already located within the City of Wausau.

Gisselman moved to approve the petition for annexation for Eau Claire River LLC on South 60th Avenue. Kellbach seconded and the motion carried unanimously 5-0.

Agenda Item No.

1C

STAFF REPORT TO CISM COMMITTEE - October 8, 2015

AGENDA ITEM

Action authorizing Downtown Snow/Ice Removal

BACKGROUND

Each year the Council adopts a resolution authorizing the removal of snow and ice from specific sidewalks in the downtown area. In the spring of each year, the abutting property owners are sent an invoice for the actual cost of snow/ice removal.

Following are the rates for the past five winters:

2014-2015	\$2.60/foot
2013-2014	\$4.13/foot
2012-2013	\$4.87/foot
2011-2012	\$3.77/foot
2010-2011	\$2.92/foot

Example: A downtown property with 60 feet of frontage had a cost of \$156.00 for snow/ice removal for 2014-2015.

FISCAL IMPACT

Property owners are charged the City's actual cost for snow/ice removal.

STAFF RECOMMENDATION

Forward a resolution to the Common Council authorizing snow/ice removal for the 2015-2016 winter.

Staff contact: Allen Wesolowski 715-261-6762

ORDINANCE OF PUBLIC HEALTH & SAFETY COMMITTEE

Amending Section 6.44.010 Definitions to exclude certain residential units located in commercial buildings from solid waste pick-up

Committee Action: Approved 5-0

Ordinance Number:

Fiscal Impact: None

File Number: 90-1136

Date Introduced: October 27, 2015

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

Add ()

Section 1. That Section 6.44.010 Definitions, is hereby amended to read as follows:

6.44.010 Definitions

...

(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. Units contained in any building housing any combination of residential units and commercial or other uses are also excluded.

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, October 19, 2015 at 5:15 pm, (Council Chambers)

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

Others Present: Alfonso, Hardel, Kujawa, Groat,

Consider Ordinance amending Section 6.44.010 Definitions to exclude certain residential units located in commercial buildings from solid waste pick-up.

Groat explained one of the things that wasn't well defined when we were going through this process was residential properties that are part of a commercial building, such as there are downtown. When we had identified the number of residential units that we had in the city, that number did not include the residential units that were in commercial properties. In researching, she found that some ordinances specifically excluded them, so just to better define it we recommend excluding them like other communities have done. Rasmussen noted we normally find that the apartment upstairs is sharing the trash collection receptacle with the business below.

Motion by Neal, second by Kellbach to approve the amendment to 6.44.010. Motion carried 5-0.



Office of the City Attorney

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

Anne L. Jacobson
City Attorney

Tara G. Alfonso
Assistant City Attorney

COMMENTS ON AMENDMENT TO SECTION 6.44.010
OF THE WAUSAU MUNICIPAL CODE TO EXCLUDE CERTAIN RESIDENTIAL UNITS
LOCATED IN MIXED USE, COMMERCIAL AND RESIDENTIAL BUIDLINGS FROM
SOLID WASTE PICK-UP

- During the process of changing over to an automated system of solid waste pick-up, the issue of whether to provide solid waste pick-up to residences located within buildings containing a combination of residential units and commercial or other uses was discussed several times. Initially, the City determined to provide solid waste pick-up to these residences.
- Upon further consideration, however, and in an effort to produce additional savings to taxpayers in connection with the new solid waste and recycling contract to be implemented January 1, 2016, it is proposed to decline to provide City pick-up of wastes from these types of residential units.
- As all commercial buildings are separately required to obtain dumpsters for solid waste pick-up and recycling, these residential units located in commercial buildings should be able to be easily accommodated through use of the dumpsters required by the commercial uses.

**RESOLUTION OF THE CAPITAL IMPROVEMENTS & STREET
MAINTENANCE COMMITTEE**

Levying Special Assessments for 2015 Street Reconstruction Projects – 730 East Crocker Street

Committee Action: Approved 5-0

Fiscal Impact: Estimated special assessments \$7,682 plus costs for drive approach replacement

File Number: 15-0105

Date Introduced: September 22, 2015 Tabled

Brought back: October 27, 2015

WHEREAS, on January 13, 2015, a preliminary resolution was adopted for the proposed public street construction project which included the removal and replacement of bituminous concrete and/or Portland cement concrete pavement, curb and gutter, drive approaches, installation and/or replacement of sidewalk and sanitary sewer, water and storm sewer laterals where necessary, on the following during 2015:

730 East Crocker Street

WHEREAS, the Engineer's report was filed in the office of the City Clerk; a public hearing was held February 3, 2015 for the project; and the Board of Public Works reported upon the hearing to the Capital Improvements and Street Maintenance Committee regarding the comments of those who appeared at said hearing and

WHEREAS, the Capital Improvements and Street Maintenance Committee did recommend to the Common Council that the project be constructed during 2015, and the Common Council accepted the Committee's report at its meeting of February 24, 2015 and ordered that the project be advertised for bid; and

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

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

WHEREAS, the Common Council, at their September 8, 2015 meeting, pulled this address from the original resolution for further clarification of the assessment;

NOW THEREFORE, BE IT RESOLVED,

1. That payment for said public improvements shall be made through an assessment against the real estate property described above.
2. That the assessments be and are hereby levied in the amount set forth above.
3. That such levy is made by the exercise of the City's police powers.

4. That the assessments are hereby determined to be fair and equitable, allocated amongst the property on a reasonable basis, and are in the public interest.

5. That any interested property owner may contest all or any part of such assessment in the manner provided in Section 3.24.020 of the Wausau Municipal Code.

6. That the special assessments shall be paid as follows:

Assessments under \$300: If payment is not made prior to November 1, 2015, the special assessment will be placed on the 2015 real estate tax bill and be due in full on or before January 31, 2016. There is no interest charged when paid in full. Assessments totaling less than \$300 must be paid in full and do not qualify for a payment schedule.

Assessments totaling \$300 but less than \$20,000: If full payment is not made prior to November 1, 2015, assessments totaling \$300 but less than \$20,000 will automatically be placed on the five-year payment schedule on the 2015 real estate tax bill. Property owners may then pay their special assessment under either of two options:

- A. Payment in full without interest with the 2015 real estate taxes **OR**
- B. Payment of the first one-fifth of the assessment with the 2015 real estate taxes without interest. The remaining balance is paid in equal installments on the next four real estate tax bills and carries an interest charge of the borrowed fund rate plus 1% (the 2014 rate was 2.338%) beginning February 1, 2016, on the unpaid balance. The remaining balance may be paid at any time with interest calculated through the month of payment.

Assessments over \$20,000: If payment is not made prior to November 1, 2015, assessments totaling \$20,000 or more will automatically be placed on the ten-year payment schedule on the 2015 real estate tax bill. Property owners may then pay their special assessment under either of two options:

- A. Payment in full without interest with the 2015 real estate taxes **OR**
- B. Payment of the first one-tenth of the assessment with the 2015 real estate taxes without interest. The remaining balance is paid in equal installments on the next nine real estate tax bills and carries an interest charge of the borrowed fund rate plus 1% (the 2014 rate was 2.338%) beginning February 1, 2016, on the unpaid balance. The remaining balance may be paid at any time with interest calculated through the month of payment.

Real estate taxes may be paid in full or in three installments (January 31, April 30, July 31). Regardless of how real estate taxes are paid, special assessments must be paid on or before January 31, 2016. No payments can be applied to real estate taxes if special assessments are not paid. Section 74.12(11)(a), Wisconsin Statutes, specifically states that if a treasurer receives a payment from a taxpayer which is not sufficient to pay all general property taxes, special assessments and special taxes due, the treasurer shall apply the payment to the amounts due, including interest and penalties, in the following order: (1) personal property taxes; (2) delinquent utility charges; (3) special charges; (4) special assessments; (5) special taxes; (6) general property taxes.

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

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

Approved:

James E. Tipple, Mayor

2015 STREET RECONSTRUCTION PROJECT

This list will be updated as soon as drive approaches are installed and measured. All assessments are to be levied in 2015

Address	Name	Key No.	Assessable Footage	Street Assmt	Dr Appr Footage	Assmt @ ____/sf	Sidewalk Footage	Assmt @ \$ ____/lf	Sewer Lateral	Total
CROCKER STREET - NORTH 7TH STREET TO NORTH 13TH STREET				@ \$22.80						
730 East Crocker Street	Lattimer	2907-241-0990	315.00	7182.00					500.00	7,682.00

2015StRec730Crocker

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

RESOLUTION OF THE CAPITAL IMPROVEMENTS & STREET MAINTENANCE COMMITTEE	
Approving Real Estate Services Contract for right-of-way property acquisitions required related to the Thomas Street Project	
Committee Action:	Approved 5-0
Fiscal Impact:	\$276,625
File Number:	02-1005
Date Introduced:	October 27, 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:</i> TID #6, 2016 proposed budget
	<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 checked="" type="checkbox"/> <i>Amount:</i> Based upon scope of work
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:</i> TBD <i>Annual Retirement</i> TBD
	<i>TID Financed:</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> <i>Amount:</i> TBD
	<i>TID Source:</i> Increment Revenue <input type="checkbox"/> Debt <input checked="" type="checkbox"/> Funds on Hand <input type="checkbox"/> Interfund Loan <input type="checkbox"/>	

RESOLUTION

WHEREAS, Thomas Street from 3rd Avenue to 17th Avenue is proposed to be reconstructed in 2016; and

WHEREAS, in order to acquire necessary property for the approved road design, the City will need to hire a consultant to administer the real estate acquisitions needed for the reconstruction project; and

WHEREAS, MSA Professional Services was selected to complete the services based on their qualifications as compared to three other firms; and

WHEREAS, MSA Professional Services prepared a contract, which includes unit prices accepted by City staff; and

WHEREAS, your Capital Improvements and Street Maintenance Committee discussed the proposed contract with MSA Professional Services at its meeting on October 8, 2015, and recommends approving the Real Estate Contract with MSA Professional Services for right-of-way property acquisitions required related to the reconstruction of Thomas Street; now therefore

BE IT RESOLVED the Common Council of the City of Wausau does hereby approve the Real Estate Contract with MSA Professional Services for right-of-way property acquisitions required related to the reconstruction of Thomas Street.

Approved:

James E. Tipple, Mayor

CAPITAL IMPROVEMENTS AND STREET MAINTENANCE COMMITTEE

Date of Meeting: October 8, 2015, at 5:30 p.m. in the Council Chambers of City Hall.

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

Also Present: Lindman, Wesolowski, Gehin

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 Real Estate Services Contract for right-of-way property acquisitions required related to the Thomas Street Project

Rasmussen indicated that proposals were sent out and MSA surfaced to the top as the company to assist with real estate negotiations. Lindman added that MSA has provided a contract with costs of \$276,625 for services to prepare for acquisitions. This amount does not include the purchase of properties or relocation services. Lindman and Jacobson have reviewed the contract. Minor edits, which were mostly grammatical and not regarding the content of the contract, were requested. Jacobson will take one more look at the contract before final approval. This is intended to go to Council on October 27.

Abitz questioned if the additional five properties for acquisition would be included in this contract. Rasmussen confirmed that the properties are included.

Mielke moved to approve the Real Estate Services Contract for right-of-way property acquisitions required related to the Thomas Street project, contingent upon final legal review. Abitz seconded.

Lindman stated if the State guidelines are followed when purchasing the properties there is a cap on relocation services. If we follow just the State guidelines, future Federal funding could not be applied for the remaining Thomas Street corridor. An option is to follow the Uniform Federal guidelines, which does not have a cap on relocation costs. This would be more expensive but would allow the City to pursue future Federal funding. Abitz indicated it would be better to follow Federal guidelines for this section of Thomas Street and allow the opportunity to apply for Federal funding for the east section of Thomas Street. Rasmussen explained that staff met internally this week with MSA to discuss the steps of the acquisition process. Lindman and Jacobson are in the process of developing a document showing what will happen and when, which committees they will go to and in what order. This will insure that the process is the same for everyone. Lindman will have an outline of the process prepared when this item goes to Council on October 27th. Additionally, a public informational meeting is proposed for November 4th or 9th, which will be the first step in starting this process.

Gisselman wanted the committee to understand that for some properties there will be appraisals for full property acquisition and for strip acquisition. This would be a future Council decision. Abitz questioned if the Finance Committee has the information they requested so they can vote on the additional five properties. Lindman explained that the information requested by Finance is incorporated in the MSA contract.

There being a motion and a second, motion to approve the Real Estate Services Contract for right-of-way property acquisitions required related to the Thomas Street project, contingent upon final legal review carried unanimously 5-0.

AGENDA ITEM
<p>Discussion and possible action on the Real Estate Services Contract for right-of-way property acquisitions required related to the Thomas Street Project.</p>
BACKGROUND
<p>At the August 20, 2015 CISM meeting the SOQ was reviewed and MSA Professional Services was selected to complete the real estate acquisitions for the City of Wausau. MSA has prepared a contract along with costs for the proposed services. The contract has been reviewed by the City Attorney and the Department of Public Works.</p>
FISCAL IMPACT
<p>Cost of these services will be paid out of TID #6.</p>
STAFF RECOMMENDATION
<p>Staff recommends approval of MSA Professional Services contract so it may be brought to Council on October 27, 2015.</p>
<p>Staff contact: Eric Lindman 715-261-6745</p>

Local Public Agency City of Wausau Contract No. _____

CONTRACT BETWEEN

THE MUNICIPALITY OF City of Wausau
(MUNICIPALITY),

AND MSA Professional Services
(CONSULTANT).

Project: Thomas Street – Phase 1 Project ID _____

Termini: 4th Ave to 17th

Highway: Thomas Street

County: Marathon

The **CONSULTANT** Representative is Beth Steinhauer, whose work address and telephone number is: 2901 International Lane, Suite 300, Madison, WI 53704. 608-242-6622

The **MUNICIPALITY** Representative is Eric Lindman, Director of Public Works, whose work address and telephone number is: City Hall, 407 Grant Street, Wausau, WI 54403

Compensation for all services provided by the CONSULTANT under the terms of this contract shall not exceed \$ _____.

This contract will extend for the term of _____ years/months,

For the CONSULTANT

By: _____
Michael J. Statz, P.E.

Title: Wisconsin Transportation Program Manager

Date: September

39-1016174
Social Security Number of FEIN

For the MUNICIPALITY: City of Wausau

James Tipple - Authorized Official

Mayor / _____
Title Date

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*See attached Exhibit F for Scope of Acquisitions Services

STANDARD PROVISIONS

I. SCOPE OF SERVICES

(1) MSA Professional Services (hereinafter referred to as the "CONSULTANT")~~The CONSULTANT~~ shall furnish services and labor necessary to conduct and complete the services, and shall furnish materials, equipment, supplies, and incidentals other than those designated to be furnished by the City of Wausau (hereinafter referred to as~~HEREON KNOWN AS~~ "MUNICIPALITY").

(2) The services under this CONTRACT shall be performed in accordance with generally accepted standards of the profession and requirements contained in the current Wisconsin Department of Transportation Division of Highways Real Estate Program Manual~~Real Estate Program Manual (MANUAL)~~. The MUNICIPALITY shall provide copies of the appropriate Manual section to the CONSULTANT upon request.

(3) The CONSULTANT shall from time to time during the progress of the services confer with the MUNICIPALITY and shall prepare and present such information, studies, or reports as may be necessary or as may be requested by the MUNICIPALITY to enable it to reasonably pass judgment on the features of the services. The CONSULTANT shall make changes, amendments, or revisions in the detail of the services as may be requested by the MUNICIPALITY. The CONSULTANT is not relieved from the responsibility for continuing adherence to generally accepted standards of the profession by MUNICIPALITY's requested changes in the scope of the services.

(4) Meetings may be scheduled at the request of the CONSULTANT or the MUNICIPALITY for the purpose of discussing and reviewing the services under this CONTRACT. Meetings may include a visit to the PROJECT site. Meeting schedules are to be coordinated with the MUNICIPALITY Representative.

II. PROSECUTION AND PROGRESS

A. GENERAL

(1) Services under this CONTRACT shall commence upon notification from the MUNICIPALITY to the CONSULTANT, which order will constitute authorization to proceed.

(2) The CONSULTANT shall complete the services under this CONTRACT within the specified time for completion. Services by the CONSULTANT shall proceed continuously and expeditiously. The time for completion shall not be extended because of any delay attributable to the CONSULTANT but may be extended by the MUNICIPALITY in the event of a delay attributable to the MUNICIPALITY, or because of unavoidable delays caused by an act of God, war, governmental actions or other conditions beyond the control of the CONSULTANT.

(3) The CONSULTANT may notify the MUNICIPALITY in writing when the services have been completed. Upon MUNICIPALITY's subsequent determination that the services have satisfactorily been completed, the MUNICIPALITY will provide written notification to the CONSULTANT acknowledging formal acceptance of the completed services.

B. DELAYS AND EXTENSIONS

(1) Delays in completing the services within the time provided for completion for reasons not attributable to the CONSULTANT may constitute justification for additional compensation to the extent of documented increases in costs as a result thereof. Failure of the CONSULTANT to submit a formal written request for a time extension and additional compensation prior to the expiration of the CONTRACT time may constitute a basis for denying any cost adjustment.

(2) Delays grossly affecting the completion of the services attributable or caused by one of the parties hereto shall be considered as cause for the termination of this CONTRACT by the other party.

C. TERMINATION

(1) The MUNICIPALITY reserves the right to terminate all or part of this CONTRACT at any time with not less than ten days written notice to the CONSULTANT.

(2) In the event the CONTRACT is terminated by the MUNICIPALITY without fault on the part of the CONSULTANT, or by the CONSULTANT under II.B(2) herein, the CONSULTANT shall be paid a prorated amount for the services rendered. The prorated amount shall be the same ratio to the total CONTRACT price as the percent of services completed or partially completed and delivered to the MUNICIPALITY, as determined by mutual agreement between the MUNICIPALITY and the CONSULTANT as a CONTRACT amendment.

(3) In the event the services of the CONSULTANT are terminated by the MUNICIPALITY for fault on the part of the CONSULTANT, the CONSULTANT shall be paid a reasonable value for the services rendered and delivered to the MUNICIPALITY up to the time of termination. The value of the services will be determined by mutual agreement between the MUNICIPALITY and the CONSULTANT.

(4) In the event of the death of any member or partner of the CONSULTANT'S firm, the surviving members shall complete the services, unless otherwise mutually agreed upon by the MUNICIPALITY and the survivors, in which case the CONSULTANT will be paid as set forth in II.C.(2) herein.

D. SUBLETTING OR ASSIGNMENT OF CONTRACT

(1) The CONSULTANT shall not sublet or assign any part of this CONTRACT without prior written approval of the MUNICIPALITY. Subconsultants on this project will include:

- a. Scott Williams Appraisals, Inc.
- b. Rolling & Barnes, LLC
- c. G.J. Miesbauer & Associates, Inc.
- d. Asset Equipment Appraisals & Brokerage

(2) Consent to assign, sublet, or otherwise dispose of any portion of the CONTRACT shall not be construed to relieve the CONSULTANT of any responsibility for the fulfillment of the CONTRACT.

(3) No subcontracting or assignment of any services under this CONTRACT shall state, imply, intend, or be constructed to limit the legal liability of the CONSULTANT or the sub-consultant.

III. BASIS OF PAYMENT

(1) The CONSULTANT will be paid by the MUNICIPALITY for the completed and approved services rendered under this CONTRACT on the basis and at the CONTRACT price set forth elsewhere in this CONTRACT. Such payment shall be full compensation for services rendered and for all labor, materials and supplies, equipment, expenses, and incidentals necessary to complete the services. Compensation in excess of the total CONTRACT amount will not be allowed unless justified and authorized by an approved written CONTRACT amendment.

(2) The CONSULTANT shall submit detailed invoices not more often than once per month during the term of the CONTRACT, for partial payment for the authorized services completed to date. The final invoice shall be submitted to the MUNICIPALITY within three months of completion of the CONTRACT. Final payment of any balance due to CONSULTANT will be made promptly after verification by the MUNICIPALITY, for completion of the required services, and upon receipt of documents or materials required to be returned or furnished to the MUNICIPALITY.

(3) The CONSULTANT and any sub-consultants shall maintain all documents and evidence pertaining to costs incurred under this CONTRACT for inspection by the MUNICIPALITY, during normal business hours in their respective offices for a period of five years following the financial closure of the project and final CONTRACT payment.

(4) If, in the CONSULTANT'S opinion, orders or instructions given by the MUNICIPALITY would require the discarding or redoing of services which were based upon earlier direction, approvals, or instructions given by the MUNICIPALITY, that would involve services not within the scope of services, the CONSULTANT must notify the MUNICIPALITY in writing if it desires extra compensation or a time extension. The MUNICIPALITY will review the CONSULTANT'S submittal, and if acceptable, approve a CONTRACT amendment.

IV. MISCELLANEOUS PROVISIONS

A. OWNERSHIP OF DOCUMENTS

At the option of the MUNICIPALITY and upon completion or termination of this CONTRACT all manuals, guides, written instructions, unused forms, books, information and documents furnished to the CONSULTANT by the MUNICIPALITY for performance of this CONTRACT or collected or prepared by the CONSULTANT in the performance of this CONTRACT shall be properly assembled, delivered, and become the property of the MUNICIPALITY. Documents collected or prepared by the CONSULTANT in the performance of this CONTRACT may be used without restriction by the MUNICIPALITY for any public purpose.

B. CONTINGENT FEES

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this CONTRACT, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this CONTRACT.

C. LEGAL RELATIONS

(1) The CONSULTANT shall become familiar with, and shall at all times observe and comply with all applicable federal, state, and local laws, ordinances, and regulations.

(2) The CONSULTANT shall be responsible for damages to property or persons arising out of negligent act, error and/or omission in the CONSULTANT'S performance of the services under this CONTRACT.

(3) The CONSULTANT shall indemnify, defend, release and save harmless the MUNICIPALITY, and all of their officers, agents, and employees for anyon-account-of damages to persons or property resulting from any negligence, errors or omissions of the CONSULTANT in conjunction with performance and completion of the services covered by this CONTRACT.

D. NONDISCRIMINATION IN EMPLOYMENT

In connection with the performance of services under this CONTRACT, the CONSULTANT agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, development disability as defined in sec. 51.01(5)Wis. Stats., sexual orientation as defined in sec. 111.32(13m)Wis. Stats., or national origin. This provision includes, but is not limited to, employment, upgrading, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay, other forms of compensation, selection for training including apprenticeship. Except with respect to sexual orientation, the CONSULTANT agrees to take affirmative action to ensure equal employment opportunities. The CONSULTANT agrees to post in conspicuous places, available for employees and applicants, notices setting forth the provisions of the nondiscrimination clause.

E. ERRORS AND OMISSIONS

The CONSULTANT shall be responsible for the accuracy of the services performed under this CONTRACT, and shall promptly make necessary revisions or corrections to its services resulting from its negligent acts, its errors or omissions without additional compensation. The CONSULTANT shall give immediate attention to these revisions or corrections to prevent or minimize delay to the PROJECT.

F. CONFLICT OF INTEREST

The CONSULTANT warrants it has no public or private interest, and shall not acquire directly or indirectly any such interest, which would conflict in any manner with the performance of the services under this CONTRACT. The CONSULTANT shall not employ any person currently employed by the MUNICIPALITY for any services included under the provisions of this CONTRACT.

G. CONTINGENCY FEES

These fees allow flexibility for payment for services that go beyond the contracted scope of work and include such things as, additional parcels, changes required to previously accepted work because of project changes, meetings required for consultation beyond the scope of the contract and any other additional services needed.

SPECIAL PROVISIONS

V. REAL ESTATE CONSULTANT SERVICES

CONSULTANT real estate services, including appraisals, negotiations, acquisition services, relocation services, and maintenance of project and parcel files, will be performed according to Wisconsin State Statutes, Wisconsin Administrative Codes, and the Wisconsin Department of Transportation Division of Highways Real Estate Program Manual.

CONSULTANT will provide services to include, but not limited to:

Provide a Real Estate Project Manager	Preparation of nominal value offers
Prepare Acquisition Stage Relocation Plan	Complete appraisal services
Pre-project conferences	Complete relocation services
Preparation of all parcel files	Complete acquisition services
Project parcel progress spreadsheets	Coordination of all plat revisions
Preparation of R/W certifications	Appraisal objective reviews
Attend monthly project status meetings, if requested	

Essentially, services include all of those activities which are dealt with in the satisfactory completion of an acquisition project, pursuant to statutory requirements of eminent domain.

Any CONSULTANT staff providing services under any particular real estate functional area that requires certifications, special requirements, special expertise, or are required to be pre-approved for that functional area, must be approved by the MUNICIPALITY. Any subsequent changes or additions to that staff must be approved by the MUNICIPALITY.

A.) CONSULTANT STAFF/ SUB-CONSULTANT:

FUNCTION or TASK	NAME
Project Manager	Beth Steinhauer
Lead Negotiator	Glenn Speich
Negotiator	Barbara Skibinski
Negotiator	Barb Halley
Negotiator	Ed Singer
Sub Consultants	
Appraiser	Scott Williams
Appraiser	Cherie Laffin
Appraiser	Janet Williams
Review Appraiser	John Rolling
Review Appraiser	Marion Barnes
Fixture Appraiser	Jacob Hoaglund
Lead Relocation Specialist	Peter Meisbauer
Relocation Specialist	Deanna Loewenhagen

VI. CONSULTANT PROJECT MANAGEMENT

The CONSULTANT will provide a Real Estate Project Manager with sufficient experience and capability to provide an acceptable level of management and coordination of all the functional areas. Functional areas are defined as appraisal, negotiation, relocation, and lands management. This management will include the responsibility to coordinate ~~that~~ these functional areas to ensure each activity is accomplished according to all applicable~~the appropriate~~ laws, statutes, codes, and policies. Beyond the defined functional areas, the project manager will provide the coordination, oversight, and leadership required to deliver the project in a professional, timely, and cost effective manner.

The CONSULTANT Project Manager will also be responsible for maintaining appropriate reports, spread sheets, and will be the lead contact between the CONSULTANT FIRM and the MUNICIPALITY.

The CONSULTANT Project Manager will be the RECOMMENDATION AUTHORITY on all (non-contract) submittals to the MUNICIPALITY to include but not limited to:

Acquisition Stage Relocation Plan	Vouchers for parcel payments
Nominal value parcel reports	Rental agreements
Revised Offers	Administrative Revisions
Right of Way Certifications	Appraisal Objective Reviews

The CONSULTANT Project Manager will provide coordination between the consultant Real Estate staff and other Municipality personnel, or assigns, such as design, and construction.

VII. REAL ESTATE APPRAISAL

The CONSULTANT and SUBCONSULTANTS represents they are qualified by training and experience and are able to prepare and furnish to the MUNICIPALITY the desired appraisal reports in order to assist the MUNICIPALITY in determining present fair market value.

Total fee is based upon the list of individual parcel acquisition fees and other contingencies/requirements itemized on Exhibit "A" attached hereto and made a part hereof. The CONSULTANT will furnish to the MUNICIPALITY complete and fully documented appraisals of the parcel(s) listed on Exhibit "A" included herein.

The MUNICIPALITY shall furnish the CONSULTANT with parcel numbers, right of way plat sheets, legal descriptions and names and addresses of record owners (unless identified elsewhere in this contract), and construction plan data (when available) sufficient to identify the property and define the appraisal assignment. However, the CONSULTANT will assume responsibility for the completeness, accuracy or applicability of appraisal-type information, sales, or other data given to the CONSULTANT from whatever source.

The Appraisal report on each parcel and sales study, if applicable, shall deliver 3 paper copies and one electronic copy in a .pdf format by the dates set forth in Exhibit "A" included herein. Any extension of time must be expressly granted in writing by the MUNICIPALITY.

It is agreed that the CONSULTANT shall be available to ~~the MUNICIPALITY for pretrial conferences with Counsel and~~ the MUNICIPALITY for out-of-court consultation regarding appraisals conducted for each of the parcels on Exhibit A ~~for parcels contracted to appraise herein~~ at the compensable per hour rate of: \$ 175.00 (Williams), \$ 125.00 (Hoaglund), \$ 125.00 (Rolling)

It is also agreed that the CONSULTANT will be available to the MUNICIPALITY for Court appearances and court testimony in its behalf on said properties for compensation computed on the per hour rate of: \$ 190.00 (Williams), \$ 125.00 (Hoaglund), \$ 175.00 (Rolling)

Payment for court appearances, and court testimony at the request of or in compliance with the legal process on behalf of adversary parties, not performed at the request or demand of the MUNICIPALITY, shall not be the obligation of the MUNICIPALITY.

~~The CONSULTANT shall apply the legal opinions and conclusions of law as given by the attorney for the MUNICIPALITY.~~ Exhibits "B" and "C" are attached hereto and made a part hereof as a reference summary for the CONSULTANT. The CONSULTANT also agrees to utilize the Certificate of Appraiser.

EXHIBIT A**APPRAISAL PARCEL FEES**

RE1002 88 (Replaces RA121)

APPRAISER: Scott Williams Appraisals**DATE:**

Parcel No	Owner	Relocation	Specialty Reports	Appraisal Format Required	Required Completion Date	Appraisal Fee
1	Jesse Towle & Milton Towle	Yes		STDI		\$2,500
24	Christopher & Jessica Bargender	Yes		STDI*		\$2,900
25	Christine Christian	Yes		STDI*		\$2,900
26	Gary Hable	Yes		STDI*		\$2,900
27	Linda Kroeinig	Yes		STDI*		\$2,900
29**	Wilfrid Guillaume	Yes		STDI		\$2,800
36	Thad Thomas	Yes		STDI		\$2,500
37	Kevin Brown	Yes		STDI		\$2,500
38	Reuben & Evelyn Dehnel	Yes		STDI		\$2,500
40	Development First LLC	Yes		STDI		\$2,500
41	Matt Koehler	Yes		STDI		\$2,500
48	Gerald Patnode & Janet Patnode	Yes		STDI		\$2,500
49	Merlin Krueger & Kathy Krueger	Yes		STDI		\$2,500
50	Complete Properties LLC	Yes		STDI		\$2,500
51	Robert Bredeck	Yes		STDI		\$2,500
57A**	Hung Nguyen & Hong Nguyen	Yes		STDI		\$2,600
57B**	Hung Nguyen & Hong Nguyen	Yes		STDI		\$3,000
58	Todd Utecht & Janet Utecht	Yes		STDI		\$2,500
59	Schulrod Family Legacy, Randy Schulrod	Yes		STDI		\$2,500
60	Christopher & Laura Petterson	Yes		STDI		\$2,500
9	Paul Lawrence	Yes		STDI		\$2,500
19	Nicholas Weinke	Yes		STDI		\$2,500
21	Jan Muetzel & Susan Muetzel	Yes		STDI		\$2,500
22	Roger Aho	Yes		STDI*		\$2,900

*Appraisals with valuations for both strip land acquisition and total purchase acquisition addressed.

** Commercial parcels

Project Kick-off & Project Introduction Meetings		\$1,500
Project Data Book		\$7,000
TOTAL FEE		\$71,400
Contingency Fee Additional residential appraisals @ \$2,500/ea		
PROJECT I.D. THOMAS STREET	COUNTY: MARATHON	

EXHIBIT A-1						
APPRAISAL FEES						
APPRAISER: Asset Equipment Appraisals & Brokerage				DATE:		
Parcel No	Owner	Relocation	Specialty Reports	Appraisal Format Required	Required Completion Date	Appraisal Fee
29	Wilfrid Guillaume	Yes	Fixture			\$3,875
57A	Hung Nguyen & Hong Nguyen	Yes	Fixture			\$3,275
57B	Hung Nguyen & Hong Nguyen	Yes	Fixture			\$4,875
TOTAL FEE						\$12,025
Contingency Fee						
PROJECT I.D. THOMAS STREET				COUNTY: MARATHON		

EXHIBIT A-2						
APPRAISAL REVIEW FEES						
APPRAISER: Rolling & Barnes, LLC				DATE: September 16, 2015		
						Appraisal Review Fees
Review each Appraisal – Desk & field review, communicate with appraisers, PLA 2128 review report and LPA 1894 Offering Price Report. Cost to 24 parcels @ \$700 per each						\$16,800
Project Kick-off & Project Involvement Meetings						\$1,200
Review Project Data Book						\$2,500
TOTAL FEE						\$20,500
Contingency Fee Desk review of Owner supplied appraisal @ \$700 per each						
PROJECT I.D. THOMAS STREET				COUNTY: MARATHON		

EXHIBIT B

APPRAISAL FORMATS

This is a brief summary of the three appraisal formats. More detail is provided in Chapter 3 of the Real Estate Program Manual, which will be provided upon request.

URAR Format (Uniform Residential Appraisal Report)

- Total taking of a residence - Note: additions required compared with usual banking requirements

Short Format Appraisal

- When a "Nominal Payment Parcel - Waiver of Appraisal Form" is rejected by the owner
- On a Non-Complex Parcel where highly comparable market data is available with minimal adjustments required
- Present Highest and Best Use is not changed by the proposed improvement
- There are no substantial damages to the remainder and no special benefits, land severance \$2,000 or less NO building severance
- No dollar limit for Cost-to-Cure
- May include minor outbuildings, wells, septic systems, driveways or items of landscaping which may be evaluated by the cost approach

Standard Format (Detailed Appraisal)

- Complex appraisal problems
- Damages are difficult to support or determine
- Land severance damages over \$2,000
- Any building severance
- Format to be used if legal action is likely
- May be strip appraisal or before and after if buildings are affected.

EXHIBIT C

PROJECT DATA BOOK

An acceptable Project Data Book will contain all the comparable sales/rentals pertinent to the valuation of all subject properties contracted to appraise. **This is only a summary; the CONSULTANT agrees to refer to Chapter 3 of the MANUAL for greater detail.**

The appraiser ~~shall~~should include the following in the Project Data Book:

1. Vacant land sales - most current, comparable available in market area.
2. Sales with minor improvements which can be allocated. This information is especially valuable when vacant land sales are limited.
3. Improved Sales when applicable. This information will include analysis of improvements and allocate sales price between land, site improvements, various building improvements and personal property included in sales price, if applicable.
4. ~~Include~~Sales which are used to support adjustments in the comparative analysis or support severance damages to remainders after taking for ~~appropriate~~certain after situations.
5. Verification of sales data, preferably with principal parties in the transaction, documented and documentation on the sales data sheets, is required.
6. A sales location map with sufficient detail to easily locate all sales.
7. A standardized sales data sheet for each comparable sale.
8. A summary of all sales, ~~will be included.~~ Sales ~~will~~could be classified by use, location, size or other categories that will provide a reasonable division of the sales.
9. If the project involves properties where improvements are to be appraised and the income approach to value will be used, the CONSULTANT will contact the Review Appraiser assigned to the project for further Rental Survey requirements.

VIII. REAL ESTATE NEGOTIATIONS

The CONSULTANT represents that it has [the](#) qualifications by training and experience and is able to provide the MUNICIPALITY the desired Negotiation services ~~necessary in order~~ to assist the MUNICIPALITY in clearing the required Right of Way for the subject project.

The total fee is based upon the work elements of individual parcel fees and other work elements itemized on Exhibit "D" included herein. The CONSULTANT will furnish to the MUNICIPALITY complete and fully documented negotiation services. These services will be provided in conformance with the [Wisconsin Department of Transportation Division of Highways Real Estate Program Manual, WISCONSIN DEPARTMENT OF TRANSPORTATION MANUAL](#), the Wisconsin Statutes, other appropriate and pertinent State and Federal laws, policies and guidelines described as responsibilities in this contract.

The CONSULTANT shall supply the individual parcel folders containing:

Title Search Report	Typed Partial Release, if required
Copy of Introductory/Brochure letter	Property Inventory Report
Original and Copy of Appraisal Report	Property Owners Appraisal Guidelines
Approved Offering Price Report	Statement to the Construction Engineer
Negotiation Diary Forms	Parcel Check List
Closing Statement Form	W-9 Form
Offering Price Letter	Legal Description for Acquisition Area
Waiver of appraisal, if appropriate	

The CONSULTANT shall send an Introduction/Brochure letter and "Rights of Landowners Under Wisconsin Eminent Domain Law" brochure to each parcel owner.

The MUNICIPALITY may meet with the CONSULTANT, prior to the initiation of negotiations, to review any file material pertinent to the acquisition process.

The MUNICIPALITY shall supply the CONSULTANT with the following:

- Construction Plans, Profiles and Cross Sections
- Right of Way Plats
- "Rights of Landowners" Brochures
- Design Study Report
- Required Tax Forms
- Owners Contact List with Mailing Addresses and Phone Number
- Title Reports & Title Updates for Each Parcel
- Tax Listing Reports

RUNKEL ABSTRACT & TITLE shall assume responsibility for the final disposition of the acquisition including voucher, sending payment and recording documents. Fees for these services will be ~~directly~~ billed [directly](#) to the MUNICIPALITY.

The CONSULTANT will assume responsibility for ~~all actions performed~~ [condemnation actions in conjunction with the City Attorney](#) up to the recording of the Award of Damages as required. The MUNICIPALITY will cut the checks for payment to the property owners, and sign any Jurisdictional Offers, Lis Pendens, or Awards of Damages.

If Nominal Payment Parcels are to be negotiated as part of this contract, the MUNICIPALITY shall determine which parcels qualify as Nominal Parcels and identify such parcels.

The CONSULTANT will determine the potential Offering Prices for all Nominal Parcels and provide the MUNICIPALITY a completed report listing those Nominal values for review and approval.

Any Appraisal Reports received from the property owners shall be handled in accordance with the [Wisconsin Department of Transportation Division of Highways Real Estate Program Manual](#)~~MANUAL~~. The CONSULTANT shall submit a copy of the Appraisal Report along with a recommendation for payment or non-payment, to the MUNICIPALITY for review.

When Revised Offers or Administrative Revisions are warranted due to errors, design changes, owner's counter offers, litigation protection or other reasons, the CONSULTANT shall attempt to secure a purchase agreement from the owner subject to approval by the MUNICIPALITY in the case of a minor adjustment. When a significant increase is involved the CONSULTANT shall set up a conference with the MUNICIPALITY to discuss the proposed settlement prior to making any commitments to the Property Owner. The CONSULTANT should be prepared to present a recommendation and justification by means of factual data available. In either event the CONSULTANT will formally submit an Administrative Settlement or a Revised Offer to the MUNICIPALITY for approval.

By the end of each month or as requested, the CONSULTANT shall submit to the MUNICIPALITY a progress report for that month's activities.

All offers, appraisals, revised offers, and Administrative Revisions are subject to approval by the MUNICIPALITY.

EXHIBIT "D"

NEGOTIATION PARCEL FEES

Negotiator : Glenn J. Speich Jr., Barbara Skibinski, Beth Steinhauer, Barb Halley, Ed Singer

Date 9/18/15

Parcel No.	Owner	Relocation	Complex Negotiation Special Requirements*	Required Completion Date	Negotiation Fee
1	Jesse Towle & Milton Towle	Yes	Complex		\$2,400
24***	Christopher & Jessica Bargender	Yes	Complex		\$2,400
25***	Christine Christian	Yes	Complex		\$2,400
26***	Gary Hable	Yes	Complex		\$2,400
27***	Linda Koenig	Yes	Complex		\$2,400
29**	Wilfrid Guillaume	Yes	Complex		\$3,600
36	Thad Thomas	Yes	Complex		\$2,400
37	Kevin Brown	Yes	Complex		\$2,400
38	Reuben & Evelyn Dehnel	Yes	Complex		\$2,400
40	Development First LLC	Yes	Complex		\$2,400
41	Matt Koehler	Yes	Complex		\$2,400
48	Gerald Patnode & Janet Patnode	Yes	Complex		\$2,400
49	Merlin Krueger & Kathy Krueger	Yes	Complex		\$2,400
50	Complete Properties LLC	Yes	Complex		\$2,400
51	Robert Bredeck	Yes	Complex		\$2,400
57A**	Hung Nguyen & Hong Nguyen	Yes	Complex		\$3,600
57B**	Hung Nguyen & Hong Nguyen	Yes	Complex		\$3,600
58	Todd Utecht & Janet Utecht	Yes	Complex		\$2,400
59	Schulrod Family Legacy, Randy Schulrod	Yes	Complex		\$2,400
60	Christopher & Laura Petterson	Yes	Complex		\$2,400
9	Paul Lawrence	Yes	Complex		\$2,400
19	Nicholas Weinke	Yes	Complex		\$2,400
21	Jan Muetzel & Susan Muetzel	Yes	Complex		\$2,400

22***	Roger Aho	Yes	Complex		\$2,400
Consultant Project Management Fee					\$4,800
Introduction letters, create & distribute door hanger notices for PIM					
Attend Project Introduction Meeting					\$4,400
Project Kick-off with City Staff					\$1,600
TOTAL FEE					\$72,000
Contingency Fee – Cost to attend up to four (4) planning and/or status meeting with the City (\$1,600 ea)					
PROJECT I.D. THOMAS STREET			COUNTY: MARATHON		
<p>*All parcels are being appraised</p> <p>**Commercial parcels</p> <p>***Parcels are being appraised with valuations for both strip land acquisition and total purchase acquisition addressed.</p>					

IX. REAL ESTATE RELOCATION CONSULTANT

The CONSULTANT and [GJ Miesbauer and Associates, Inc. \(hereinafter referred to as "SUBCONSULTANTS"\)](#) represent they possess the necessary qualifications by training and experience and are able to prepare and furnish to the MUNICIPALITY the desired relocation services.

The total fee is based upon the list of individual parcel fees and other contingencies/requirements itemized on Exhibit "E" attached hereto and made a part hereof. The CONSULTANT will provide to the MUNICIPALITY the services indicated on Exhibit "E".

The MUNICIPALITY shall furnish the CONSULTANT with parcel numbers, right of way plat sheets, legal descriptions and names and addresses of record owners (unless identified elsewhere in this contract), sufficient to identify the property and define the relocation assignment. The CONSULTANT will, however, assume responsibility for the completeness, accuracy or applicability of the relocation-type information, or other data given to the CONSULTANT from whatever source.

The work on each parcel and the relocation plan, if applicable, shall deliver 4 copies by the dates set forth in Exhibit "E" included herein. Any extension of time must be expressly granted in writing by the MUNICIPALITY.

It is agreed that the CONSULTANT shall be available to the MUNICIPALITY for [out-of-court consultation regarding any parcel listed on Exhibit "E"](#)~~pretrial conferences with Counsel and the MUNICIPALITY for parcels contracted, herein~~ at the per hour rate of: \$ 150

It is also agreed that the CONSULTANT will be available to the MUNICIPALITY for Court appearances and court testimony on its behalf at a per hour rate of: \$ 150

Payment for court appearances, and court testimony at the request of or in compliance with the legal process on behalf of adversary parties, not performed at the request or demand of the MUNICIPALITY shall not be the obligation of the MUNICIPALITY.

The CONSULTANT shall apply the legal opinions and conclusions of law as given by the attorney for the MUNICIPALITY and shall use proper relocation techniques, methods and analyses applicable, and agrees to perform the Relocation Service and Payments Plan, if applicable, in the approved formats to be provided by the MUNICIPALITY as such formats are applicable and in accordance with all instructions provided.

CONSULTANT AND SUBCONSULTANT SHALL PERFORM THE FOLLOWING ACTIVITIES:

A. RELOCATION PLAN

1. A. CONSULTANT agrees to prepare the project Acquisition Stage Relocation

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Plan for approval by appropriate State and Federal Agencies and to utilize the procedures and forms contained in the State's most current Relocation Assistance Manual.

~~a.1.~~ The development of this plan requires that each of the potential displacees' be contacted by the CONSULTANT to inform them of their respective relocation rights and benefits and to secure personal information necessary for the plan.

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~~b.2.~~ Wisconsin Administrative Code (COMM 202.28) requires that a plan shall include the following elements in sufficient detail to assess whether relocation can be satisfactorily accomplished.

- ~~i.a.~~ Project Description
- ~~ii.~~ ~~b.~~ Project Administration
- ~~iii.e.~~ Inventory of Displacements
- ~~iv.d.~~ Characteristics of Occupants
- ~~v.e.~~ Survey of Resources
- ~~vi.f.~~ Relocation Service and Assistance
- ~~vii.g.~~ Relocation Payment Plan
- ~~viii.h.~~ Property Management
- ~~ix.i.~~ Relocation Grievance Procedures
- ~~x.j.~~ Maps and Photographs

~~2. B.~~ CONSULTANT shall begin to provide services under this CONTRACT upon execution thereof by the MUNICIPALITY, and CONSULTANT shall complete the Acquisition Stage Relocation Plan and submit plan for approval within a maximum of 90 days of the execution thereof by MUNICIPALITY, providing suitable replacement sites can be obtained to demonstrate referrals.

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B. RESIDENTIAL DISPLACEMENT

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~~A.~~ ~~CONSULTANT shall perform the following:~~

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1. Counsel each individual and family concerning their specific needs regarding replacement housing that is decent, safe and sanitary, is suitably located and within their financial means.
2. Continually gather data commensurate with the displacees' needs and advise them accordingly. Provide current information on the availability of rental/sale of housing in the general area. Inspections will be made of those units that the displacees' actually rent or purchase as their replacement units to certify that they are decent, safe and sanitary.
3. Assist prospective homeowners in obtaining mortgage financing and aid in the preparation of offers to purchase. Assist in obtaining related documents, e.g., credit reports, appraisals, surveys.

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4. Advise prospective tenants on lease agreements, tenant/landlord responsibilities, security deposit practices, and rental ranges, ~~etc.~~
5. Provide information and referrals to local welfare and social service assistance agencies when there appears a need for such service.
6. Make personal contacts for the purpose of discussing and providing leads, referrals and all other matters necessary for successful relocation. Personal contacts will be determined upon the complexity of the displacement and the level of availability in compliance with the spirit and intent of the relocation program.
7. Provide assistance to complete claims for relocation payments for which each displaced may be eligible.
8. Assist in planning moving arrangements including the transfer of utility services.
9. Provide all required written notices, delivered by personal contact whenever feasible, to ensure full understanding of eligibility requirements, payment options, project information and other notices required by law or regulations.

C. BUSINESS DISPLACEDS

A. CONSULTANT shall perform the following:

1. Assist owners of displaced business concerns in obtaining and becoming established in suitable business locations.
2. Maintain listings of vacant or available business sites.
3. Maintain close contact with agencies and brokers dealing in commercial and business space.
4. Inform business concerns of the Small Business Administration entitlements when federal aid is involved.
5. Assist in obtaining or transferring business licenses and permits.
6. Jointly develop an inventory of personal property to be moved.
7. Advise owners of relocation claim entitlements and assist in filing claims with full documentation.
8. Contact with each business unit will be made at regular intervals during which various leads or referrals will be offered.

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EXHIBIT "E"

RELOCATION CONTRACT PARCEL FEES

Relocation Service Relocation Plan

RE 1002 895

CONSULTANT: GJ Miesbauer and Associates, Inc.

DATE: September 14, 2015

Parcel No	Owner	Tenant	Type of Displ.	Vacate	Fee
1	Towle		Res		\$2,750
24	Bagender		Res*		\$2,750
25	Christian		Res*		\$2,750
26	Hable		Res*		\$2,750
27	Kroening	Yes (2)	Res*		\$5,500
29	Guillaume	Wausau Eggroll	Bus		\$4,500
36	Thomas		Res		\$2,750
37	Brown		Res		\$2,750
38	Dehnel	Yes (1)	Res		\$2,750
40	Dev. First LLC	Yes (2)	Res		\$5,500
41	Koehler		Res		\$2,750
48	Patnode	Yes (1)	Res		\$2,750
49	Krueger	Yes (1)	Res		\$2,750
50	Complete Prop., LLC	Yes (1)	Res		\$2,750
51	Bredeck	Yes (1)	Res		\$2,750
57A	Nguyen	Tremor Bar	Bus		\$4,500
57B		Oriental Food Mart	Bus		\$4,500
58	Utecht	Yes (2)	Res		\$5,500
59	Schulrud	Yes (2)	Res		\$5,500
60	Petterson	Yes (2)	Res		\$5,500
9	Lawrence		Res		\$2,750
19	Weinke		Res		\$2,750
21	Muetzel		Res		\$2,750
22	Aho	Yes (1)	Res*		\$2,750

Project Kick-off Meeting		\$1,600
Project Introduction Meeting		\$1,600
RELOCATION PLAN REPORT – Cost is for displacees' listed herein; additional units will be an additional cost*		\$12,500
TOTAL FEE		\$100,700
Contingency Fee – Cost to attend up to four (4) planning and/or status meeting with the City (\$1,600 ea)		
PROJECT I.D. Thomas Street Project	COUNTY Marathon	

*Depending on the basis of the City's decision whether to acquire Parcels 24, 25, 26, 27, & 22 as strip land acquisitions. If the City chooses to go with the total purchase option for the acquisitions of Parcels 24, 25, 26, 27, & 22 a Plan Amendment may be required in order to proceed.

X. TITLE SEARCH

UPDATED TITLE SEARCH REPORT –

Title updates will be requested by the CONSULTANT and prepared by Runkel Abstract & Title and billed directly to the MUNICIPALITY,

EXHIBIT F
SCOPE OF ACQUISITION SERVICES

The City of Wausau plans to reconstruct Thomas Street from 4th Avenue to 17th Avenue. The project will include the replacement of water/sewer service laterals, new sidewalks, curb and gutter and a center median. The reconstructed street is approximately 3,600 feet long. There are approximately 68 parcels abutting the street reconstruction. Because of the size and complexity of the project, property acquisitions and relocations have been subdivided into phases. Phase 1 is described in the following sections. Future phases will be determined as additional information is available.

Phase 1 Thomas Street-4th Avenue to 17th Avenue

Three commercial parcels and 16 residential parcels have been identified as requiring a total acquisition of the parcel in fee. The businesses and residents will be relocated.

Five parcels will have appraisals prepared to address strip land acquisition and total purchase acquisition valuations options. The City will determine which option will be utilized based on information provided in the appraisals.

The right of way plat is being prepared by AECOM and the anticipated approval date is October 1, 2015.

Parcel #	Owner	Comm/Res	Relocation
1	Jesse & Milton Towlee	Res	Yes
24	Christopher & Jessica Bargender	Res	Yes (1)
25	Charlene Christian	Res	Yes (1)
26	Gary Hable	Res	Yes (1)
27	Linda L. Kroening	Res	Yes (1)
29	Wilfrid J. Guillaume (Wausau Eggroll)	Comm	Yes
36	Thad Thomas	Res	Yes
37	Kevin Brown	Res	Yes
38	Reuben & Evelyn Dehnel	Res	Yes
40	Development First LLC	Res	Yes
41	Matt Koehler	Res	Yes
48	Gerald & Janet Patnode	Res	Yes
49	Merlin & Kathy Krueger	Res	Yes
50	Complete Properties LLC	Res	Yes
51	Robert Bredeck	Res	Yes
57A	Hung Nguyen & Hong Nguyen (Tremor's Sports Bar)	Comm	Yes
57B	Hung Nguyen & Hong Nguyen (Wausau Oriental Food Market)	Comm	Yes
58	Todd & Janet Utecht	Res	Yes
59	Schulrod Family legacy	Res	Yes
60	Christopher & Laura Peterson	Res	Yes
9	Paul Lawrence	Res	Yes
19	Nicholas Weinke	Res	Yes
21	Muetzel, Jan & Susan Muetzel	Res	Yes
22	Roger Aho	Res	Yes (1)
Note 1) Five parcels will have appraisals prepared to address strip land acquisition and total purchase acquisition valuation options. The City will determine which option will be utilized based on information provided in the appraisals			

1. MSA will create an introduction letter to the property owners to be approved by the City. The letter will be sent on joint City/MSA letterhead for this project. The letter will introduce the MSA team and will include a Rights of Landowners Under Wisconsin Eminent Domain Law brochure and a Wisconsin Relocation Rights brochure, if applicable. The letter will provide the location and date for a Project Introduction Meeting. The letter will also include the following information:
 - Copy of the plat.
 - Timeline for the project.
 - Contact information for the MSA project manager.
 - Contact information for the Appraiser, if the parcel is being appraised.
 - Contact information for the Relocation Specialist, if relocation is necessary.
2. A project kick off meeting with City staff will be held in the afternoon in early October, 2015. The meeting will help to identify critical issues to be resolved, significant timeframes, the general requirements of acquisition involving the eminent domain process that apply to this project, and topics related to the project.
3. The Introduction Meeting for landowners will introduce City staff and officials and MSA team members. The meeting will open with a general session where the MSA team will explain the eminent domain process and time line. A time for question and answer will follow with the announcement that the MSA team will remain to talk one-on-one with the property owners. The Appraiser and Relocation Specialist will be able to make appointments and answer questions individual owners have. Minutes of the Project Introduction Meeting will be created.
4. There are a large number of tenants in the project area that need to be contacted. Letters are being sent to landowners, but contacting tenants is more difficult. To encourage attendance at the Project Introduction Meeting, by tenants of rental units (both in the Phase 1 area and along the entire project), MSA will create door hanger notices and distribute the notices.
5. Following the Introduction Meeting, the appraiser(s) will contact the landowners of the parcels being appraised to set an inspection date, if contact was not previously made at the Project Introduction Meeting.
6. The Project Data Book will be prepared by the appraiser and include a description of the project, area and neighborhood analysis, zoning and comparable sales information. The information will be incorporated in the appraisals to determine Fair Market Value.
7. The appraiser(s) will meet with the landowners for the appraisal inspection and prepare 19 standard abbreviated appraisals. An additional 5 appraisals will be prepared with valuations for both strip land acquisition and total purchase acquisition addressed. All appraisals will be reviewed by the review appraiser on the MSA Team. After any necessary revisions are made the appraisal will be presented to the City for their review and approval.
8. The fixture appraiser will accompany the appraiser for the inspection of the commercial property to clarify the items considered real estate and the items considered fixtures.
9. The Review appraiser will review the Project Data Book and each appraisal, field review the information, communicate with appraisers, prepare LPA 2128 review report and LPA 1894 Offering Price Report. The Offering Price Report will be provided to the City for their review and approval.

10. Relocation Plan is prepared by the Relocation Agent based on the meetings held with each displaced person to determine their individual relocation needs.
11. The relocation specialist will contact the displacees being relocated to determine the relocation needs, if contact was not previously made at the Project Introduction Meeting. The MSA team will prepare a relocation plan for the Thomas Street reconstruction project Phase 1, review with City staff, and submit to the Wisconsin Department of Administration for approval. Following approval of the plan, replacement housing payments will be calculated for approval by the City and presentation to landowners.
12. Relocation services will include advice and assistance to displacees² in finding suitable replacement housing, information on relocation payment entitlements and rights, help in arranging moves and guidance through the steps in the relocation process.
13. MSA negotiators will contact landowners to set up a meeting to present the offer packages after the City has approved the Appraisals, and the Offering Price Reports. If relocation is required, the Relocation Specialist will accompany the negotiator to present the offer. All meetings are assumed to take place in the Wausau area.
14. When negotiated settlements have been reached, an Offer to Purchase will be signed by the landowners and presented to the City for approval. After the Offer to Purchase has been approved, it will be sent to the Title Company to clear the title and set a closing date. MSA will attend the closings, if requested by the City. W-9 Forms will be prepared for all parcels and 1099's will be prepared by the title company for parcels with a value more than \$600.00. Checks will be distributed and documents will be recorded by the Title Company after the closing.
15. If a negotiated settlement cannot be reached MSA will meet with the City to discuss the issues related to the acquisition of the parcel. MSA will make a recommendation to the City for its consideration regarding proceeding with the eminent domain process in order to acquire the property to meet the project schedule. MSA will assume responsibility for condemnation actions in conjunction with the City Attorney up to the recording of the Award of Damages as required. The City will cut the checks for payment to the property owners, and sign Jurisdictional Offers, Lis Pendens, and Award of Damages.
16. Once the acquisitions are complete, the parcel files will be assembled including all approved documents, copies of recorded conveyances and parcel diaries. A certification of right of way will be prepared for the project.
17. Services provided by the City of Wausau include: Property information, updated title reports, owner contact information, tax information, right of way plat, legal descriptions, construction plans, and language interpreters. City will provide a person to handle a sign in desk at the Project Introduction Meeting
18. All parcels in Phase 1 are being appraised.

Real Estate Acquisition Approval Process – Thomas Street Reconstruction 4th Ave to 17th Ave

To be completed prior to beginning the Project Acquisitions

1. Preliminary work prior to offers being made

- a. Interview the displacees' and owners
- b. Provide/educate displacees' and owners of their rights, services, and options.
- c. Prepare the Acquisition Stage Relocation Plan and have it approved by the Department of Administration.

Appraisals, Relocation & Offers

1. Appraisal/Appraisal Review Process

- a. Appraisals are completed by the consultant and values of the property are assigned.
- b. Appraisals are reviewed by consultant and final values submitted to the City.
- c. Consultant calculates the amount of the Replacement Housing Payment the displacee is eligible to receive.
- d. Complete the Determination of Replacement Housing Payment.
- e. Appraisals/Offer brought to the Finance Committee for action. **CLOSED SESSION**
- f. Appraisals/Offer brought to council for approval. **CLOSED SESSION**
- g. Offer is presented to owner.
- h. Present displacees with the relocation eligibilities and benefits including a summary of relocation payments.
- i. Displacee chooses replacement property.
- j. Consultant assists the displacee with planning and implementation of the move.
- k. Owner has 60 days to complete their own appraisal.

2. Revised offer (if initial offer is not accepted)

- a. Owner elects to complete their own appraisal.
- b. City reimburses owner for appraisal.
- c. Owner's appraisal is reviewed by consultant.
- d. Negotiated/revised offer is prepared by consultant.
- e. Revised offer is brought to Finance Committee for action. **CLOSED SESSION**
- f. Revised offer brought to council for approval. **CLOSED SESSION**
- g. Revised offer is presented to Owner.
- h. Owner has 10-days to accept.
- i. If offer is not accepted then the condemnation process begins.

3. Jurisdictional Offer – Condemnation Process (if Revised Offer is rejected)

- a. Consultant prepares Jurisdictional Offer (J.O.)
- b. Consultant presents J.O. to Owner.
- c. This offer does not go back to Committee as the J.O. will be the same offer as the previous revised offer.
- d. Owner has 20 days to accept.
- e. City issues payment and condemns property.
- f. Owner has 40 days to contest the right to condemn; time begins when J.O. is presented.
- g. Owner has 2 years to appeal for additional compensation.

Finance and Council meet the 2nd and 4th Tuesday of each month.

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

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

Approving right-of-way plat for the Thomas Street Project

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

Fiscal Impact: None

File Number: 02-1005

Date Introduced: October 27, 2015

FISCAL IMPACT SUMMARY

		FISCAL IMPACT SUMMARY	
COSTS	<i>Budget Neutral</i>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
	<i>Included in Budget:</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<i>Budget Source:</i> TID #6, 2016 proposed budget
	<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 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:</i> \$5,570,000 <i>Annual Retirement</i> \$525,000
	<i>TID Financed:</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<i>Amount:</i> \$5,570,000
	<i>TID Source: Increment Revenue</i> <input type="checkbox"/> <i>Debt</i> <input checked="" type="checkbox"/> <i>Funds on Hand</i> <input type="checkbox"/> <i>Interfund Loan</i> <input type="checkbox"/>		

RESOLUTION

WHEREAS, Thomas Street functions as a major arterial street and is used by many regional and local travelers; and

WHEREAS, the reconstruction of Thomas Street has been discussed for several years; and

WHEREAS, at the direction of your Capital Improvements and Street Maintenance Committee, AECOM has prepared a right-of-way plat in accordance with the approved design layout; and

WHEREAS, your Capital Improvements and Street Maintenance Committee discussed the right-of-way plat for Thomas Street from 4th Avenue to 17th Avenue at its meeting on October 8, 2015 and recommends approval; and

WHEREAS, your Plan Commission discussed the right-of-way plat for Thomas Street from 4th Avenue to 17th Avenue at its meeting on October 20, 2015 and recommends approval; now therefore

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

1. 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;
2. That to properly establish, lay out, widen, enlarge, extend, construct, reconstruct, improve, or maintain a portion of the street designated on the right-of-way plat attached, it is necessary to relocate or change and acquire certain lands or interests in lands as shown on the right-of-way 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 right-of-way plat.
 - b. The required lands or interests in lands as shown on the right-of-way plat and described on plat sheet numbers 4.01 through 4.09 shall be acquired by eminent domain if necessary; and
3. That the City Clerk is hereby directed to file a copy of this right-of-way plat with the County Clerk of Marathon County.

Approved:

James E. Tipple, Mayor

CAPITAL IMPROVEMENTS AND STREET MAINTENANCE COMMITTEE

Date of Meeting: October 8, 2015, at 5:30 p.m. in the Council Chambers of City Hall.

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

Also Present: Lindman, Wesolowski, Gehin

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 right-of-way plat for the Thomas Street Project

Lindman indicated that the proposed plat has been reviewed by Engineering staff. Staff had comments based upon the preliminary construction drawings. There may be some minor edits to the plat. Abitz asked if any properties on the north side between 12th Avenue and 15th Avenue would be affected by not having enough space in their driveway. She noted that currently there are at least three properties with vehicles parked up to the sidewalk. Bruce Gerland, AECOM, stated from 15th to 12th Avenue on the north side of the road the back of walk will be matched to the current location, with two exceptions. There is a transition on the northeast corner of 15th Avenue and the northwest corner of 12th Avenue where a small sliver of land will be acquired. This does not impact any driveways. Abitz stated there are one or two homes that have a large tree in their front yard and questioned if they would be affected. Gerland stated that will be determined as they go through the final design process. Rasmussen stated the plat mirrors the plan that the committee has been looking at for some time and the process cannot move forward in any capacity unless there is a plat approved.

Abitz moved to approve the right-of-way plat for the Thomas Street Project. Mielke seconded and the motion carried unanimously 5-0.

The public informational meeting will likely be held on November 9 at GD Jones School.

PLAN COMMISSION

Time and Date: The Plan Commission met on Tuesday, October 20, 2015, at 5:00 p.m. in the Common Council Chambers of Wausau City Hall.

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

Others Present: Lenz, DeSantis, Hebert, Reinhart, Straub, Mitchell

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.

Discussion and possible action on right-of-way plat for the Thomas Street Project.

Lindman said that this item went to the last CISM meeting and was approved. This plat map was based on the design layout that was approved. There was some discussion at CISM about it. There are some minor changes that would need to be made. Some ADA requirements are being looked into at the corners for the sidewalks. This needs to be approved, in order to move forward with the acquisitions.

Atwell asked if this is the last time the commission would see anything on this project. Lenz said that the other half of Thomas Street design would need to come back to the commission. Gisselman said that there are action of various committees and council. Lenz said that some items will need to go to Economic Development and Finance committees for acquisitions. Lindman that the relocations will be approved through the appropriate channels.

Gisselman motioned to approve the right-of-way plat for the Thomas Street Project. Bohlken seconded, and the motion carried unanimously 6-0. This item will go to Common Council on October 27, 2015.

Agenda Item No.

3

STAFF REPORT TO CISM COMMITTEE - October 8, 2015

AGENDA ITEM

Discussion and possible action on right-of-way plat for the Thomas Street Project

BACKGROUND

The cross-section design for the Thomas Street reconstruction project was approved by CISM on August 20, 2015 and by Council on September 22, 2015. AECOM has prepared the right-of-way plat, based on the approved cross section design, for the proposed Thomas St. reconstruction project. The plat will be used for acquiring necessary right-of-way. The real estate consultant, MSA Professional Services, will utilize this map to begin the process of necessary acquisitions.

FISCAL IMPACT

The completion of this right-of-way plat is included in AECOM's contract.

STAFF RECOMMENDATION

Staff recommends approval of the right-of-way plat so it may be brought before council on October 27, 2015 along with the MSA Real Estate Contract.

Staff contact: Eric Lindman 715-261-6745

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

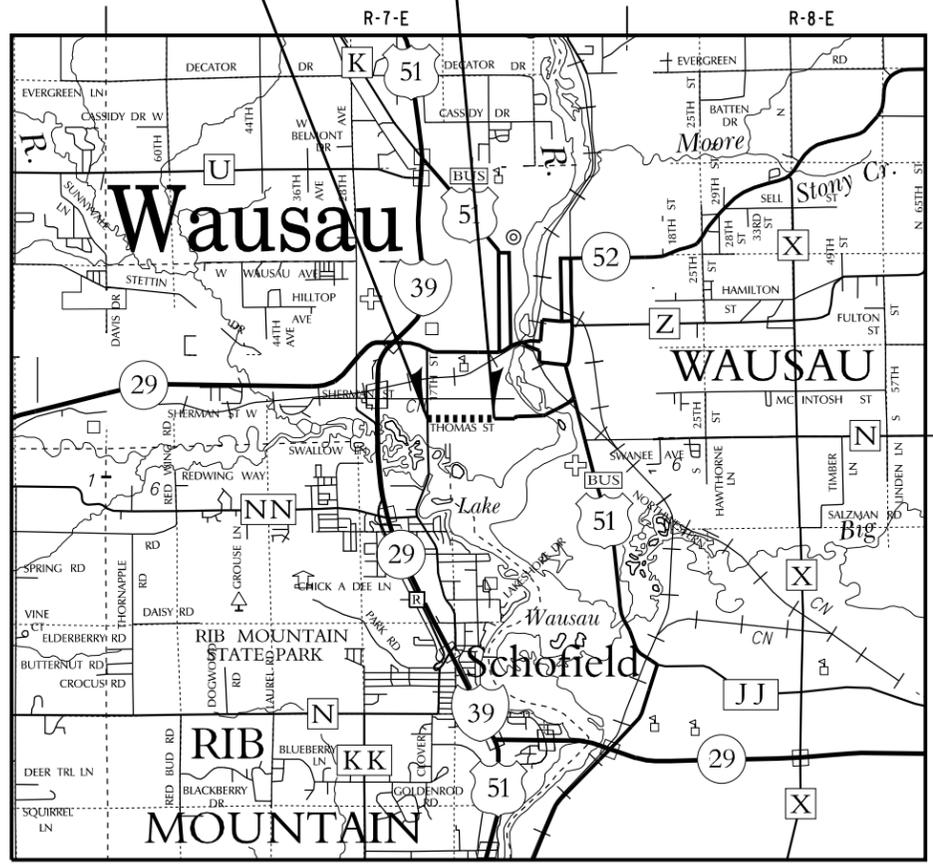
CONVENTIONAL SIGNS AND ABBREVIATIONS

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

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

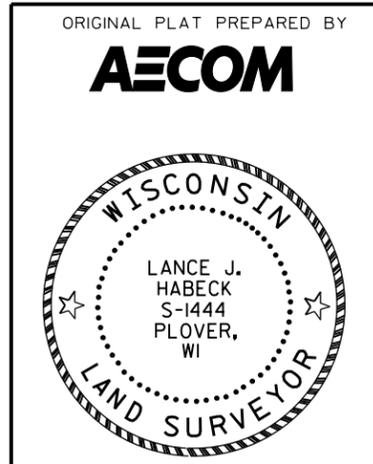
BEGIN RELOCATION ORDER
STA. 13+96.36
 1318.70' NORTH AND 900.69' WEST
 OF THE SOUTHWEST CORNER
 OF SECTION 35, T29N, R7E.

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



LAYOUT
 SCALE 0 MI.

TOTAL NET LENGTH OF CENTERLINE = 0.666 MI.



Lance J. Habeck
 DATE: 9/28/15

REVISION DATE	CITY OF WAUSAU
	APPROVED FOR THE CITY OF WAUSAU
	DATE: _____ JAMES E. TIPPLE, MAYOR

NOTES

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

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

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

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

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

SCHEDULE OF LANDS & INTERESTS REQUIRED

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

PARCEL NUMBER	SHEET NUMBER	OWNER (S)	INTEREST REQUIRED	R/W NEW	SO. FT. EXISTING	REQUIRED TOTAL	T.L.E. SO.FT.
1	4.04	JESSE TOWLE TRUSTEE OF THE MILTON A. TOWLE REVOCABLE TRUST	FEE	3343	-----	3343	-----
2	4.04	MICHAEL L. HANKE	TLE	-----	-----	-----	103
3	4.04	BEE MOUA & MOR VUE	FEE & TLE	100	-----	100	693
4	4.04	DENISE L. EMMERICH	FEE & TLE	2	-----	2	693
5	4.04	STEVEN XIA CHANG & XAI K. CHANG	TLE	-----	-----	-----	538
6	4.04	WEBKO REAL ESTATE, LLC	FEE & TLE	2055	-----	2055	2203
7	4.04	WEBKO REAL ESTATE, LLC	FEE & TLE	1797	-----	1797	1651
8	4.04	CITY OF WAUSAU	FEE & TLE	1763	-----	1763	550
9	4.04	PAUL LAWRENCE	FEE & TLE	1770	-----	1770	550
10	4.04	DAVID L. LINKE & HOPE A. LINKE	TLE	-----	-----	-----	529
11	4.04	CONNIE M. NIENOW	TLE	-----	-----	-----	537
12	4.04	LOUIS P. KRAUS & PATRICIA J. KRAUS	TLE	-----	-----	-----	533
13	4.04	DALE J. WEINKE	TLE	-----	-----	-----	532
14	4.04	ERVIN H. BIRR & JOANN J. BIRR	TLE	-----	-----	-----	532
15	4.04 & 4.05	HELKE LLC	TLE	-----	-----	-----	532
16	4.05	ROSEWITHA PAHL	TLE	-----	-----	-----	534
17	4.05	DIANE STENCIL	TLE	-----	-----	-----	534
18	4.05	CLAUDE N. PASZEK & JUDY M. PASZEK	FEE & TLE	155	-----	155	1526
19	4.05	NICHOLAS A. WEINKE	FEE & TLE	1784	-----	1784	550
20	4.05	JAMES H. TREU & MARY J. TREU REVOCABLE TRUST	FEE & TLE	1646	-----	1646	1103
21	4.05	JAN W. MUETZEL & SUSAN M. MUETZEL	FEE & TLE	1387	-----	1387	678
22	4.05	ROGER J. AHO	FEE & TLE	826	-----	826	371
23	4.05	CITY OF WAUSAU	FEE & TLE	2370	-----	2370	536
24	4.05	CHRISTOPHER BARGENDER & JESSICA BARGENDER	FEE & TLE	436	-----	436	484
25	4.05	CHARLENE J. CHRISTIAN	FEE & TLE	322	-----	322	250
26	4.05	GARY HABLE	FEE & TLE	381	-----	381	250
27	4.05	LINDA L. KROENING	FEE & TLE	968	-----	968	482
28	4.06	JOYCE A. KREAGER, TRUSTEE OF THE JOYCE A. KREAGER REVOCABLE TRUST	FEE & TLE	1582	-----	1582	1843
29	4.06	WILFRID J. GUILLAUME, TRUSTEE OF THE WILFRID J. GUILLAUME TRUST	FEE & TLE	1934	-----	1934	725
30	4.06	CLINTON GIBSON & GENA M. GIBSON	FEE & TLE	192	-----	192	194
31	4.06	CITY OF WAUSAU	FEE & TLE	1732	-----	1732	575
32	4.06	CLIFFORD J. HEISER	FEE & TLE	3	-----	3	627
33	4.06	JESSE F. KUFAHL	TLE	-----	-----	-----	655

PARCEL NUMBER	SHEET NUMBER	OWNER (S)	INTEREST REQUIRED	R/W NEW	SO. FT. EXISTING	REQUIRED TOTAL	T.L.E. SO.FT.
34	4.06	HOLY NAME OF JESUS PARISH	TLE	-----	-----	-----	655
35	4.06	CITY OF WAUSAU	FEE & TLE	985	-----	985	351
36	4.06	THAD THOMAS	FEE & TLE	984	-----	984	301
37	4.06	KEVIN L. BROWN	FEE & TLE	936	-----	936	287
38	4.06	REUBEN E. DEHNEL OR EVELYN G. DEHNEL, TRUSTEES, DEHNEL REVOCABLE TRUST DATED FEBRUARY 15, 2001	FEE & TLE	1026	-----	1026	340
39	4.07	CITY OF WAUSAU	FEE & TLE	971	-----	971	324
40	4.07	DEVELOPMENT FIRST, LLC	FEE & TLE	970	-----	970	300
41	4.07	MATT KOEHLER	FEE & TLE	1935	-----	1935	586
42	4.07	ABC RENTALS, LLC	TLE	-----	-----	-----	450
43	4.07	JAMES M. ANDERES	TLE	-----	-----	-----	225
44	4.07	JAMES G. ASCHER & AUDREY M. ASCHER	TLE	-----	-----	-----	625
45	4.07	SCOTT L. KOY	TLE	-----	-----	-----	1200
46	4.07	CHAI PA XIONG & MAY YANG VANG	TLE	-----	-----	-----	774
47	4.07	CITY OF WAUSAU	FEE & TLE	1942	-----	1942	625
48	4.07	GERALD L. PATNODE & JANET C. PATNODE REVOCABLE TRUST	FEE & TLE	969	-----	969	300
49	4.07	MERLIN C. KRUEGER & PATSY J. KRUEGER	FEE & TLE	969	-----	969	350
50	4.08	COMPLETE PROPERTIES LLC	FEE & TLE	972	-----	972	350
51	4.08	ROBERT R. BREDECK	FEE & TLE	972	-----	972	300
52	4.08	ROBERT R. BREDECK	FEE & TLE	1948	-----	1948	625
53	4.08	HELKE LLC	TLE	-----	-----	-----	680
54	4.08	JOY & KEVIN'S PROPERTIES, LLC	TLE	-----	-----	-----	655
55	4.08	JAMES P. LITZENBERGER & KENNETH C. SCHAUER	TLE	-----	-----	-----	625
56	4.08	EZ & KZ ENTERPRISES, LLC	TLE	-----	-----	-----	650
57	4.08	HUNG V. NGUYEN	FEE & TLE	1953	-----	1953	645
58	4.08	TODD UTECHT & JANET UTECHT	FEE & TLE	1971	-----	1971	595
59	4.09	SCHULRUD FAMILY LEGACY TRUST	FEE & TLE	1988	-----	1988	649
60	4.09	CHRISTOPHER M. PETTERSON & LAURA L. PETTERSON	FEE & TLE	1953	-----	1953	597
61	4.09	BRIAN SHIDELL	TLE	-----	-----	-----	275
62	4.09	DAVID J. NEWMAN	TLE	-----	-----	-----	199
63	4.09	JEREMY R. LUISIER	TLE	-----	-----	-----	161
64	4.09	UNDERWOOD CHAPEL, LLC	TLE	-----	-----	-----	625
65	4.09	BHAGAVATI, LLC	TLE	-----	-----	-----	381

REVISION DATE	DATE	HWY: THOMAS STREET	COUNTY R/W PROJECT NUMBER	PLAT SHEET 4.02
		COUNTY: MARATHON	CONSTRUCTION PROJECT NUMBER	PS&E SHEET

4

4

E

CITY

OF

WAUSAU

T 29 N

R 7 E

NE - SE

NW - SW

NE - SW

SECTION 34

SECTION 35

SECTION 34

SECTION 35



4

4



REVISION DATE	DATE	NOT TO SCALE	HWY: THOMAS STREET	COUNTY R/W PROJECT NUMBER	PLAT SHEET 4.03
			COUNTY: MARATHON	CONSTRUCTION PROJECT NUMBER	PS&E SHEET

E

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

R/W COURSE TABLE

FROM - TO	BEARING	DISTANCE
2096 - 2097	N05°03'23"E	5.03'
2097 - 2098	SEE R/W CURVE TABLE	
2098 - 2099	SEE R/W CURVE TABLE	
2099 - 532	N89°43'35"E	7.05'
532 - 1784	S00°05'43"E	108.45'
1784 - 2068	S80°03'08"E	50.78'
2068 - 2070	S88°26'37"E	79.58'
2070 - 2071	N89°43'35"E	584.84'
2071 - 2072	S89°43'35"W	60.00'
2072 - 2073	S89°43'35"W	109.87'
2073 - 2074	S89°43'35"W	16.00'
2074 - 2075	S89°43'35"W	110.02'
2075 - 2076	S89°43'35"W	60.00'
2076 - 2077	S89°43'35"W	97.83'
2077 - 2078	N88°26'37"W	12.23'
2078 - 2079	N88°26'37"W	16.01'
2079 - 2080	N88°26'37"W	110.16'
2080 - 2081	N53°11'10"W	50.24'
2081 - 2082	N01°33'23"E	52.46'
2082 - 2083	S89°54'07"W	326.20'

R/W STATION & OFFSET TABLE

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

TLE COURSE TABLE

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

TLE STATION & OFFSET TABLE

POINT	STATION	OFFSET
3094	14+37.98	49.00'
3095	15+48.13	49.00'
3096	15+63.99	44.00'
3097	15+75.32	44.00'
3098	16+72.64	44.00'
3099	17+32.67	34.00'
3100	18+42.69	34.00'
3101	18+58.69	34.00'
3102	19+68.55	34.00'
3103	14+94.69	57.00'
3135	15+74.40	57.00'
3178	23+31.17	21.28'

R/W COORDINATE TABLE

POINT	Y	X
532	198069.160	275137.608
1784	197960.713	275137.788
2023	197877.533	275128.161
2024	197874.541	275238.284
2025	197874.106	275254.285
2026	197873.774	275266.511
2027	197874.241	275364.340
2028	197874.528	275424.340
2029	197875.054	275534.356
2030	197875.130	275550.356
2031	197875.655	275660.227
2068	197951.941	275187.802
2070	197949.779	275267.356
2096	197960.078	275089.366
2097	197965.087	275089.809
2098	198029.560	275112.962
2099	198069.126	275130.553
2100	197907.636	275087.941

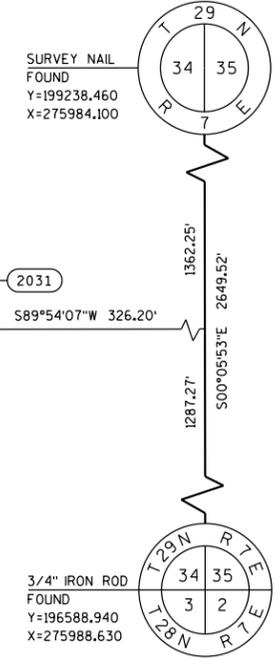
S. 15TH AVE. ALIGNMENT

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

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

P.I. = 22+87.71
 Y 198052.155
 X 275158.781
 Δ. = 34°23'02" LT.
 T. = 44.55'
 L. = 86.42'
 R. = 144.00'

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



R/W CURVE TABLE

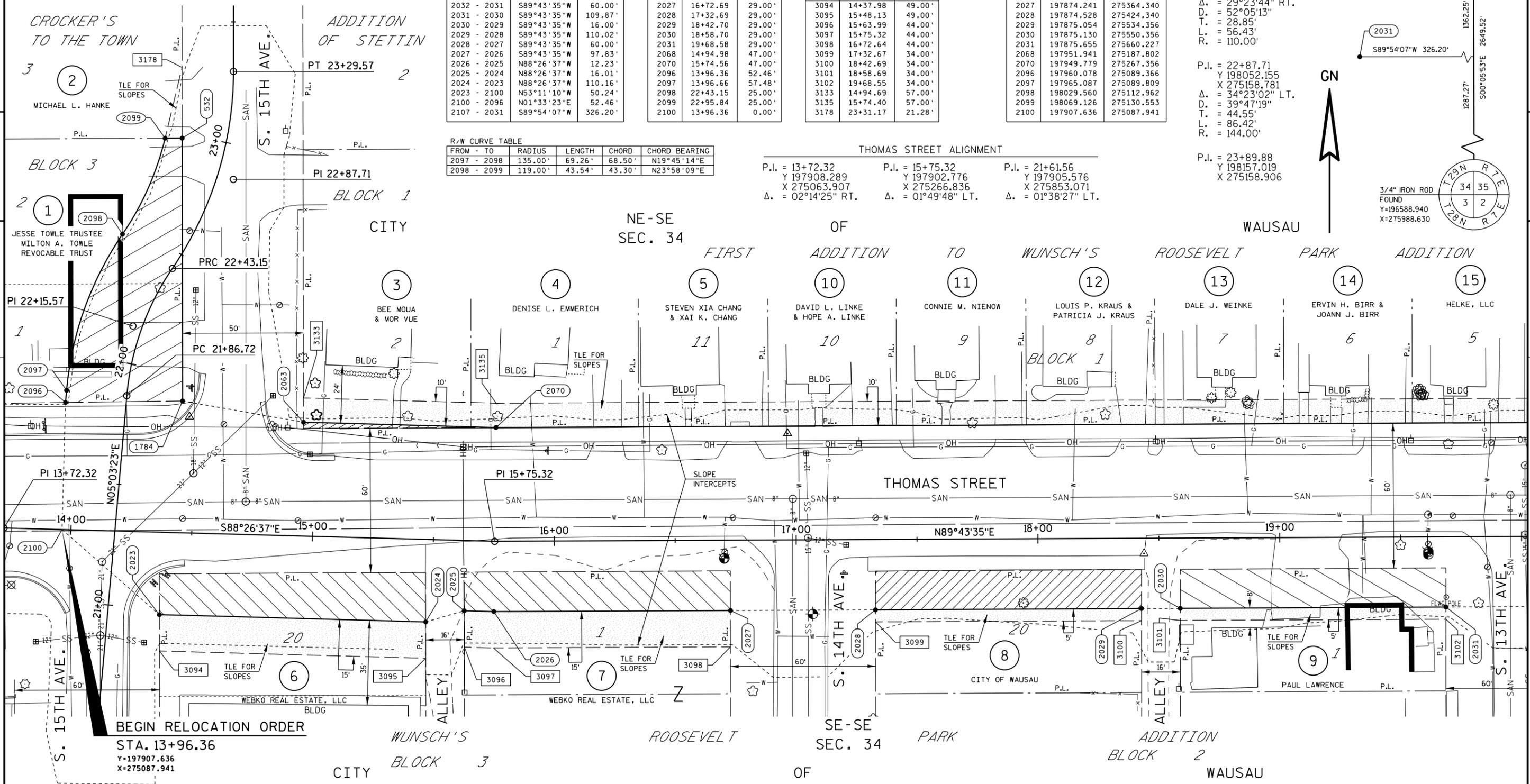
FROM - TO	RADIUS	LENGTH	CHORD	CHORD BEARING
2097 - 2098	135.00'	69.26'	68.50'	N19°45'14"E
2098 - 2099	119.00'	43.54'	43.30'	N23°58'09"E

THOMAS STREET ALIGNMENT

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

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

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



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

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

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

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

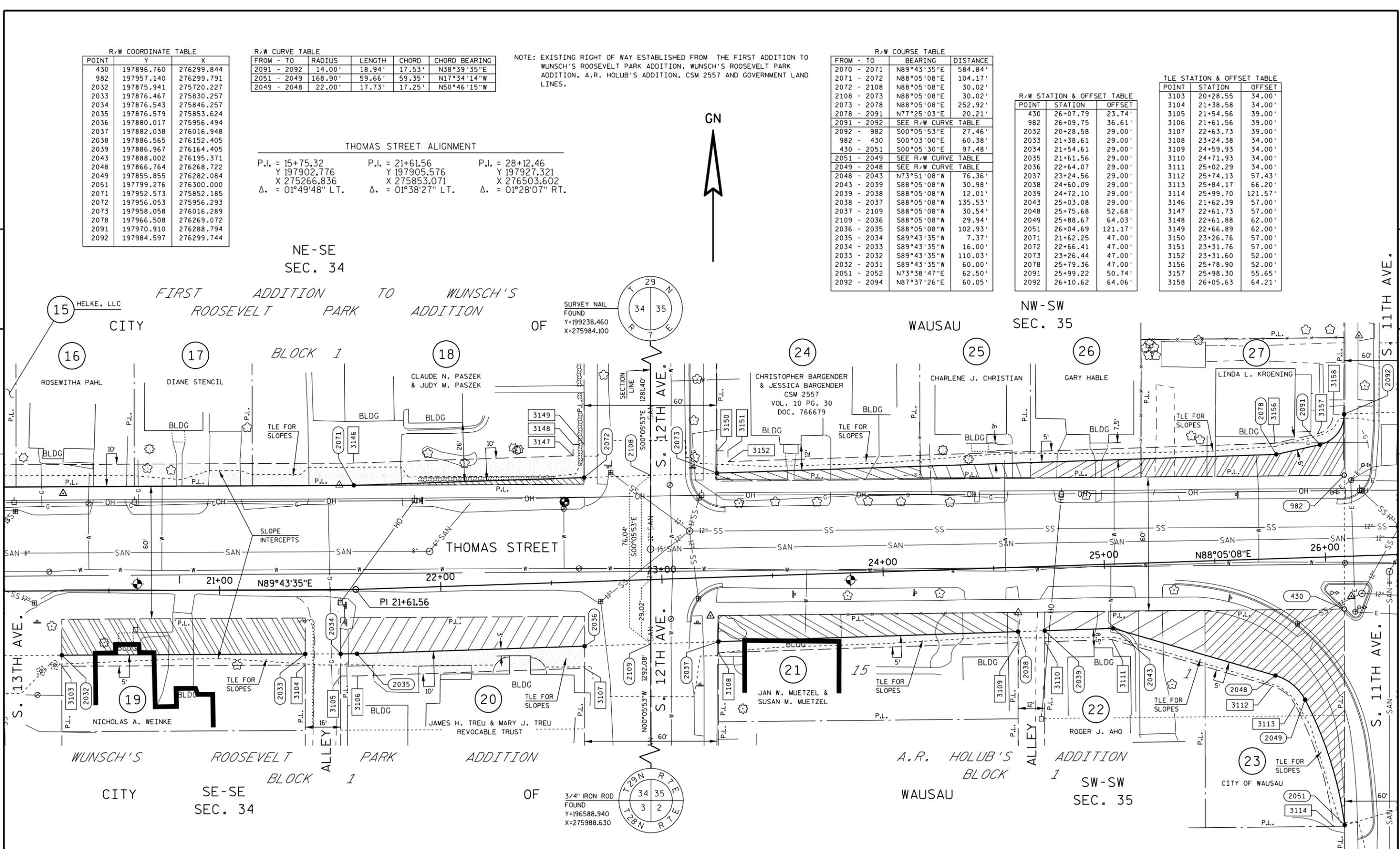
R/W COURSE TABLE		
FROM - TO	BEARING	DISTANCE
2070 - 2071	N89°43'35"E	584.84'
2071 - 2072	N88°05'08"E	104.17'
2072 - 2108	N88°05'08"E	30.02'
2108 - 2073	N88°05'08"E	30.02'
2073 - 2078	N88°05'08"E	252.92'
2078 - 2091	N77°25'03"E	20.21'
2091 - 2092	SEE R/W CURVE TABLE	
2092 - 982	S00°05'53"E	27.46'
982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

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

TLE STATION & OFFSET TABLE		
POINT	STATION	OFFSET
3103	20+28.55	34.00'
3104	21+38.58	34.00'
3105	21+54.56	39.00'
3106	21+61.56	39.00'
3107	22+63.73	39.00'
3108	23+24.38	34.00'
3109	24+59.93	34.00'
3110	24+71.93	34.00'
3111	25+02.29	34.00'
3112	25+74.13	57.43'
3113	25+84.17	66.20'
3114	25+99.70	121.57'
3146	21+62.39	57.00'
3147	22+61.73	57.00'
3148	22+61.88	62.00'
3149	22+66.89	62.00'
3150	23+26.76	57.00'
3151	23+31.76	57.00'
3152	23+31.60	52.00'
3156	25+78.90	52.00'
3157	25+98.30	55.65'
3158	26+05.63	64.21'

THOMAS STREET ALIGNMENT

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



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

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

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

POINT	STATION	OFFSET
1085	26+71.53	91.76'
3115	26+64.83	117.82'
3116	26+93.30	59.29'
3117	27+01.90	49.98'
3118	27+60.37	34.00'
3119	27+77.63	34.00'
3120	27+89.64	34.00'
3121	28+03.75	34.00'
3122	29+05.92	34.22'
3123	29+05.87	39.22'
3124	29+10.87	39.22'
3125	29+70.88	39.22'
3126	29+75.88	39.22'
3127	29+75.92	34.22'
3129	32+17.79	34.24'
3130	32+17.74	39.24'
3131	32+22.74	39.24'

POINT	STATION	OFFSET
3159	26+86.53	91.35'
3160	26+85.53	60.00'
3162	27+81.04	60.00'
3163	27+92.77	52.00'
3164	28+12.46	52.00'
3165	29+06.36	52.00'
3166	29+06.61	77.00'
3167	29+11.61	77.00'
3168	29+71.46	62.00'
3169	29+76.46	62.00'
3170	29+76.36	52.00'
3172	30+91.79	52.00'
3173	31+03.79	52.00'
3175	32+19.22	52.00'
3176	32+19.27	57.00'
3177	32+24.27	57.00'

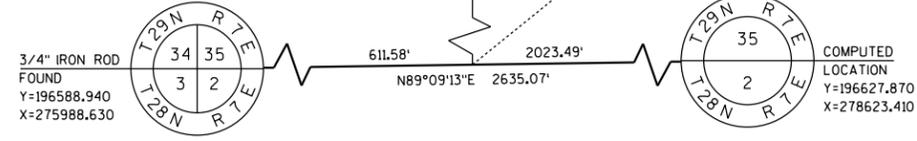
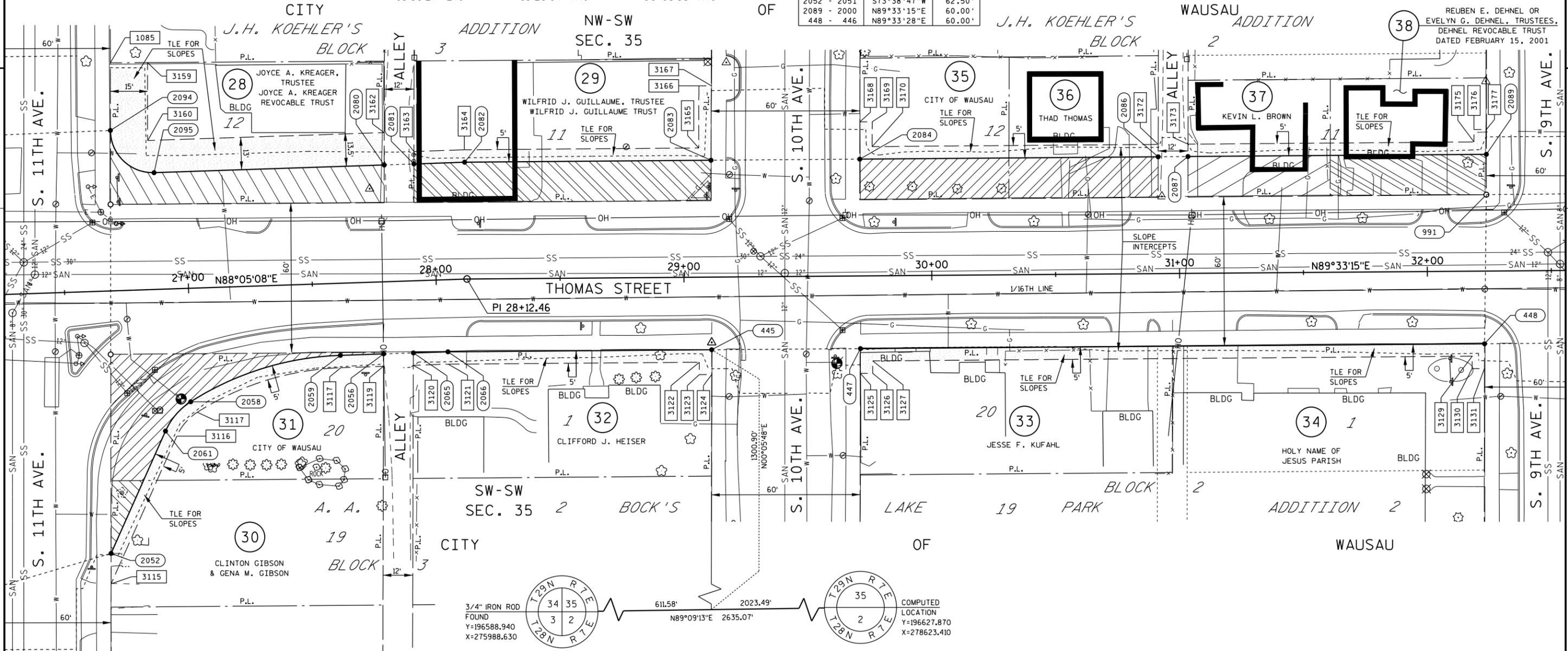
FROM - TO	BEARING	DISTANCE
2094 - 2095	SEE R/W CURVE TABLE	
2095 - 2080	N88°05'08"E	92.93'
2080 - 2081	N88°05'08"E	12.01'
2081 - 2082	N88°05'08"E	20.46'
2082 - 2083	N89°33'15"E	99.45'
2083 - 2084	N89°33'15"E	60.00'
2084 - 2086	N89°33'15"E	120.43'
2086 - 2087	N89°33'15"E	12.00'
2087 - 2088	N89°33'15"E	57.43'
2088 - 2089	N89°33'15"E	63.00'
2089 - 991	S00°05'16"W	16.26'
991 - 448	S00°41'26"W	59.99'
448 - 447	S89°33'28"W	251.87'
447 - 445	S89°33'28"W	60.00'
445 - 2066	S89°33'28"W	106.41'
2066 - 2065	S88°05'08"W	13.99'
2065 - 2056	S88°05'08"W	12.01'
2056 - 2059	S88°05'08"W	17.44'
2059 - 2058	SEE R/W CURVE TABLE	
2058 - 2061	SEE R/W CURVE TABLE	
2061 - 2052	S24°01'52"W	53.91'
2052 - 454	N00°05'30"W	80.12'
454 - 984	N00°03'00"W	60.32'
984 - 2094	N00°05'53"W	29.77'
2094 - 2092	S87°37'26"W	60.05'
2052 - 2051	S73°38'47"W	62.50'
2089 - 2000	N89°33'15"E	60.00'
448 - 446	N89°33'28"E	60.00'

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

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

THOMAS STREET ALIGNMENT

P.I. = 21+61.56 Y 197905.576 X 275853.071 Δ = 01°38'27" LT.	P.I. = 28+12.46 Y 197927.321 X 276503.602 Δ = 01°28'07" RT.	P.I. = 38+77.99 Y 197935.610 X 277569.106 Δ = 00°03'53" RT.
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REVISION DATE	DATE	SCALE, FEET 0 20 40	HWY: THOMAS STREET	STATE R/W PROJECT NUMBER	PLAT SHEET 4.06
	GRID FACTOR N/A		COUNTY: MARATHON	CONSTRUCTION PROJECT NUMBER	PS&E SHEET E

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



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

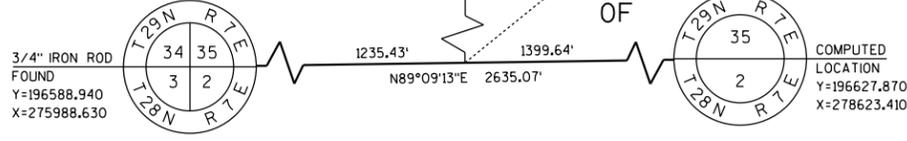
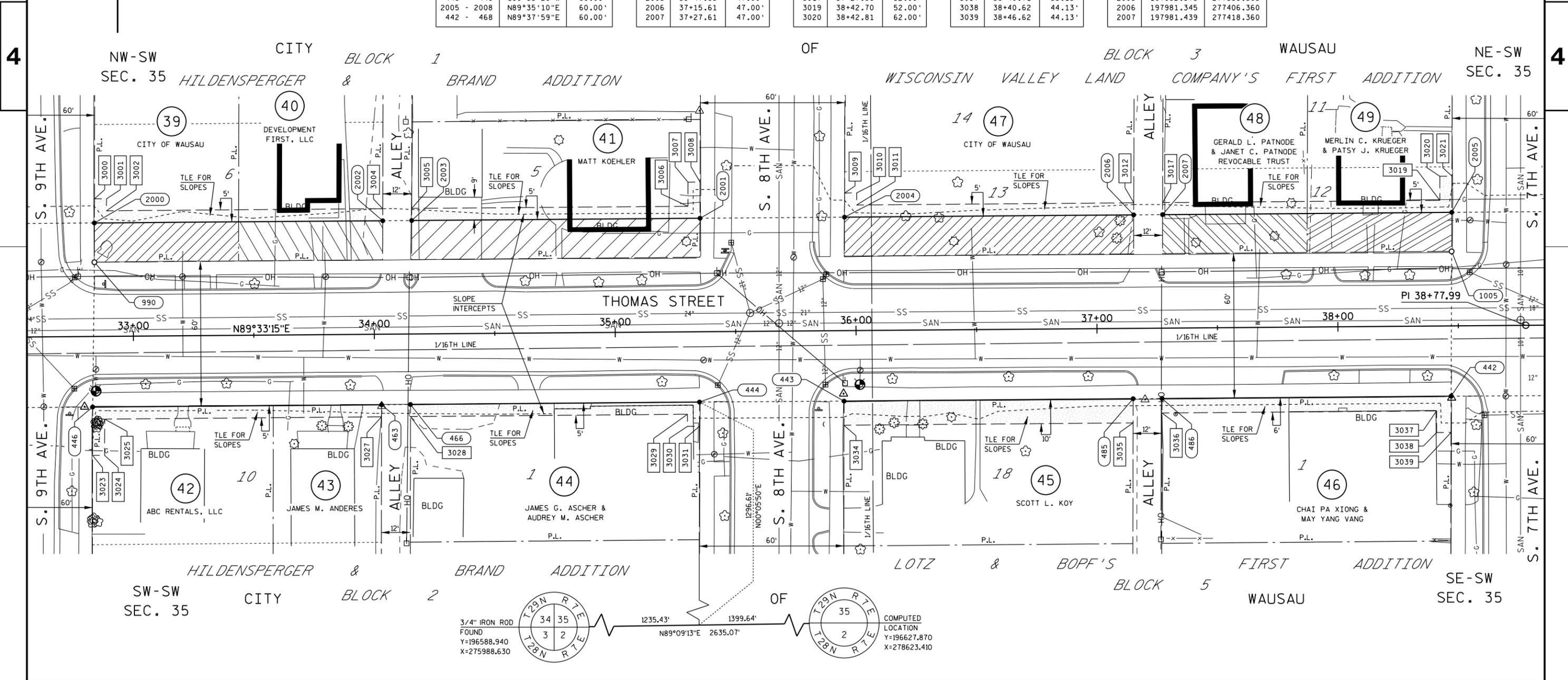
POINT	STATION	OFFSET
442	38+46.77	29.13'
443	35+94.77	29.19'
444	35+34.77	29.14'
446	32+82.84	29.24'
463	34+02.80	29.19'
466	34+14.81	29.19'
485	37+14.77	29.16'
486	37+26.78	29.16'
990	32+84.03	30.76'
1005	38+47.47	30.87'
2000	32+84.18	47.00'
2001	35+35.56	47.00'
2002	34+03.87	47.00'
2003	34+15.87	47.00'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

POINT	STATION	OFFSET
3000	32+84.27	57.00'
3001	32+89.27	57.00'
3002	32+89.23	52.00'
3004	34+03.92	52.00'
3005	34+15.92	52.00'
3006	35+30.62	52.00'
3007	35+30.72	62.00'
3008	35+35.72	62.00'
3009	35+95.67	57.00'
3010	36+00.67	57.00'
3011	36+00.62	52.00'
3012	37+15.66	52.00'
3017	37+27.66	52.00'
3019	38+42.70	52.00'
3020	38+42.81	62.00'

POINT	STATION	OFFSET
3021	38+47.81	62.00'
3023	32+82.65	49.24'
3024	32+87.65	49.24'
3025	32+87.79	34.24'
3027	34+02.76	34.19'
3028	34+14.76	34.19'
3029	35+29.72	34.14'
3030	35+29.68	39.14'
3031	35+34.68	39.14'
3034	35+94.68	39.19'
3035	37+14.68	39.16'
3036	37+26.72	35.16'
3037	38+40.71	35.13'
3038	38+40.62	44.13'
3039	38+46.62	44.13'

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

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



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



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

THOMAS STREET ALIGNMENT

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

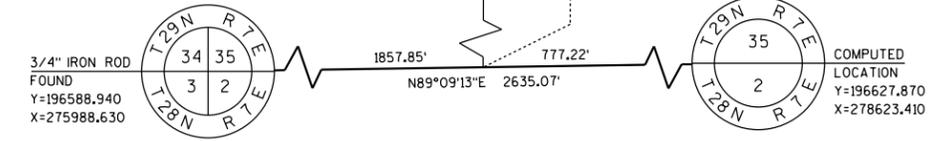
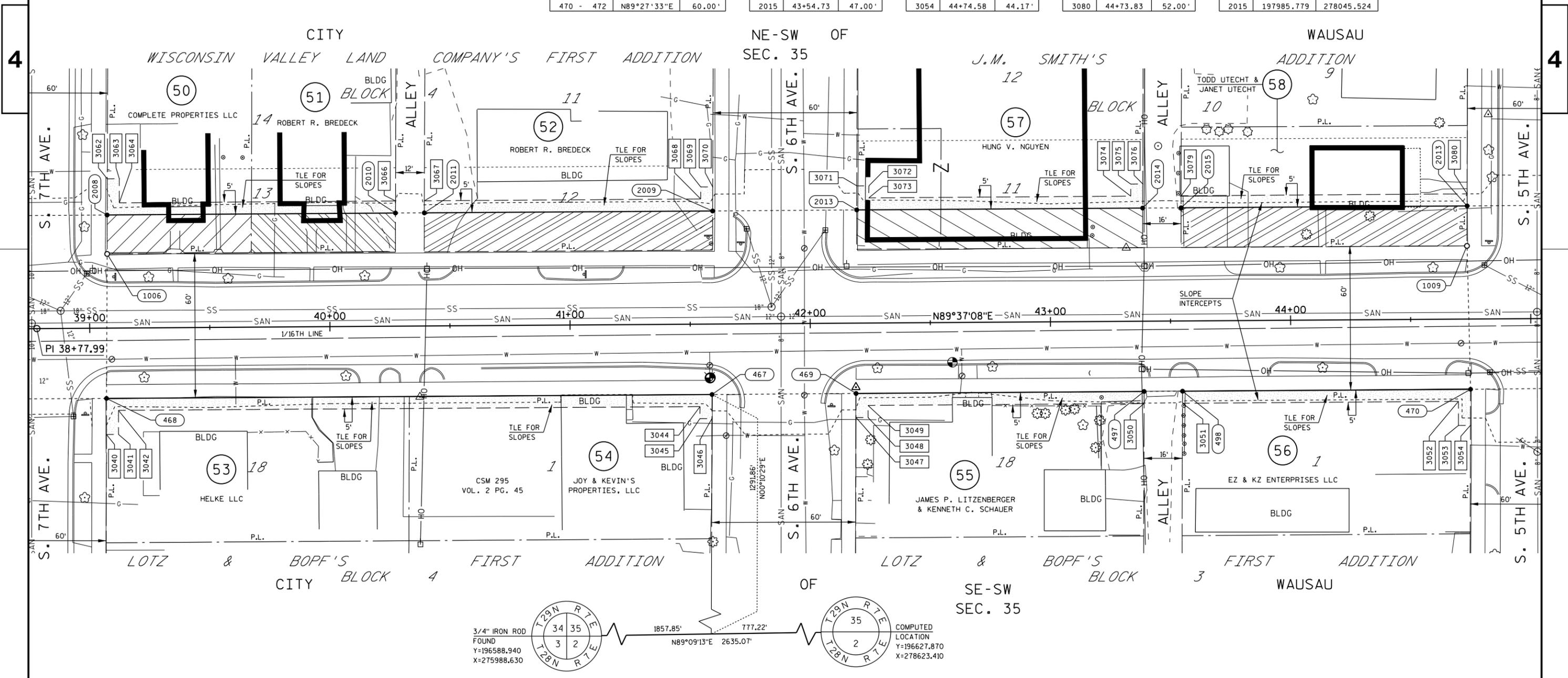
FROM - TO	BEARING	DISTANCE
2008 - 2010	N89°37'08"E	120.04'
2010 - 2011	N89°37'08"E	12.00'
2011 - 2009	N89°37'08"E	120.04'
2009 - 2012	N89°37'08"E	60.00'
2012 - 2014	N89°37'08"E	119.06'
2014 - 2015	N89°37'08"E	16.00'
2015 - 2013	N89°37'08"E	119.06'
2013 - 1009	S00°06'43"W	16.62'
1009 - 470	S01°24'58"E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

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

POINT	STATION	OFFSET
3022	39+07.74	62.00'
3040	39+06.68	44.18'
3041	39+11.68	44.18'
3042	39+11.77	34.18'
3044	41+53.86	34.24'
3045	41+53.81	39.24'
3046	41+58.81	39.24'
3047	42+18.81	39.23'
3048	42+23.81	39.23'
3049	42+23.86	34.23'
3050	43+38.77	34.20'
3051	43+54.77	34.20'
3052	44+69.68	34.17'
3053	44+69.58	44.17'
3054	44+74.58	44.17'

POINT	STATION	OFFSET
3063	39+12.74	62.00'
3064	39+12.64	52.00'
3066	40+27.68	52.00'
3067	40+39.68	52.00'
3068	41+54.72	52.00'
3069	41+54.77	57.00'
3070	41+59.77	57.00'
3071	42+19.77	57.00'
3072	42+24.77	57.00'
3073	42+24.72	52.00'
3074	43+33.78	52.00'
3075	43+33.82	57.00'
3076	43+38.82	57.00'
3079	43+54.78	52.00'
3080	44+73.83	52.00'

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



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

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

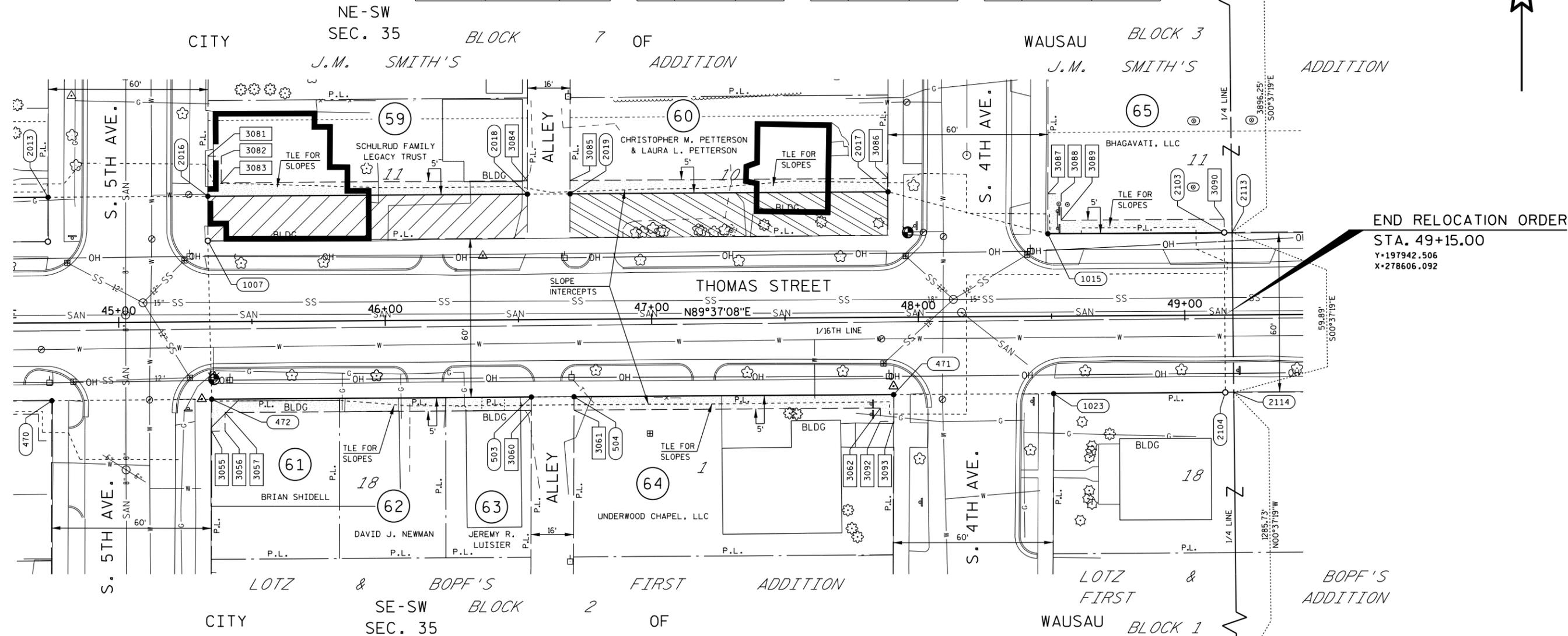
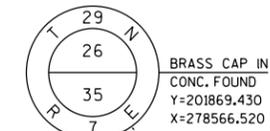
FROM	TO	BEARING	DISTANCE	
2016	-	2018	N89°37'08"E	119.84'
2018	-	2019	N89°37'08"E	16.00'
2019	-	2017	N89°37'08"E	119.32'
2017	-	1015	S75°16'57"E	62.02'
1015	-	2103	N89°35'02"E	66.17'
2103	-	2113	N89°35'02"E	2.92'
2113	-	2114	S00°37'19"E	59.89'
2114	-	2104	S89°37'07"W	3.17'
2104	-	1023	S89°37'07"W	64.42'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

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

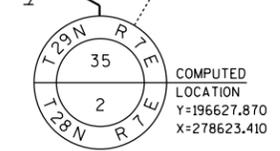
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3053	44+69.58	44.17'
3054	44+74.58	44.17'
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3056	45+39.62	41.00'
3057	45+39.68	34.00'
3060	46+54.60	34.00'
3061	46+70.60	34.00'
3062	47+85.53	34.00'
3080	44+73.83	52.00'
3081	45+33.92	62.00'
3082	45+38.92	62.00'
3083	45+38.83	52.00'
3084	46+53.67	52.00'
3085	46+69.67	52.00'
3086	47+88.99	52.00'
3087	48+48.94	45.85'
3088	48+53.94	45.85'
3089	48+53.87	35.85'
3090	49+15.00	35.89'
3092	47+85.47	39.00'
3093	47+90.47	39.00'

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

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

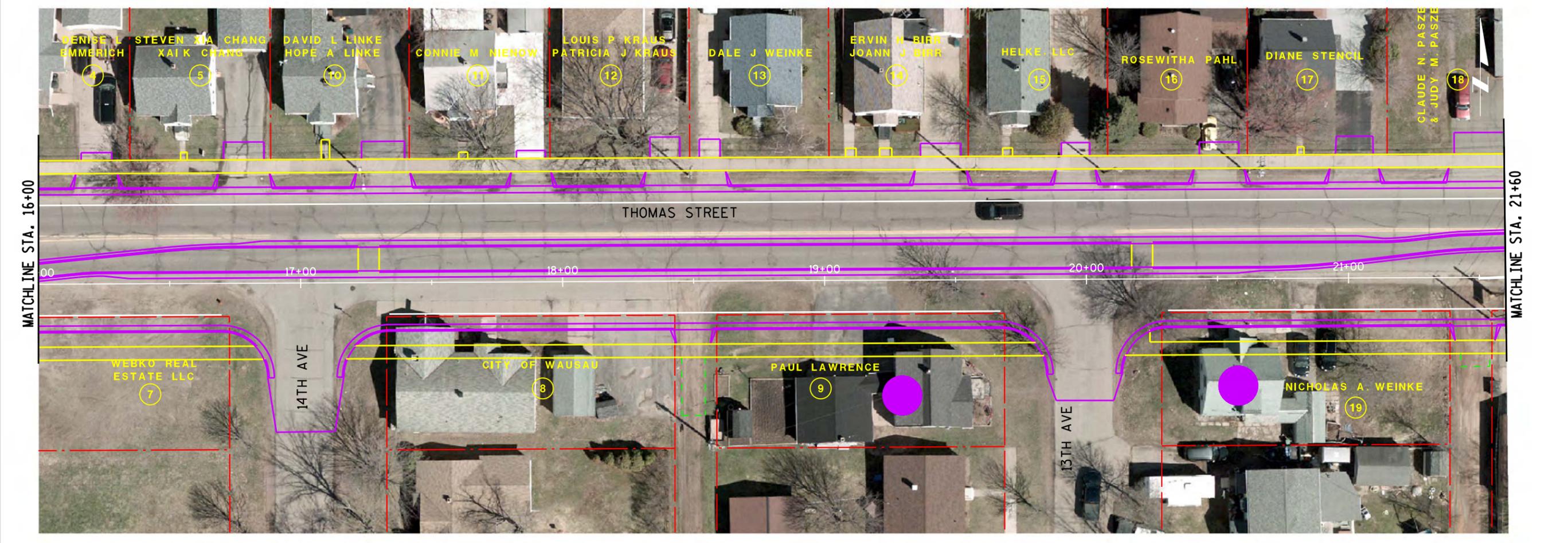
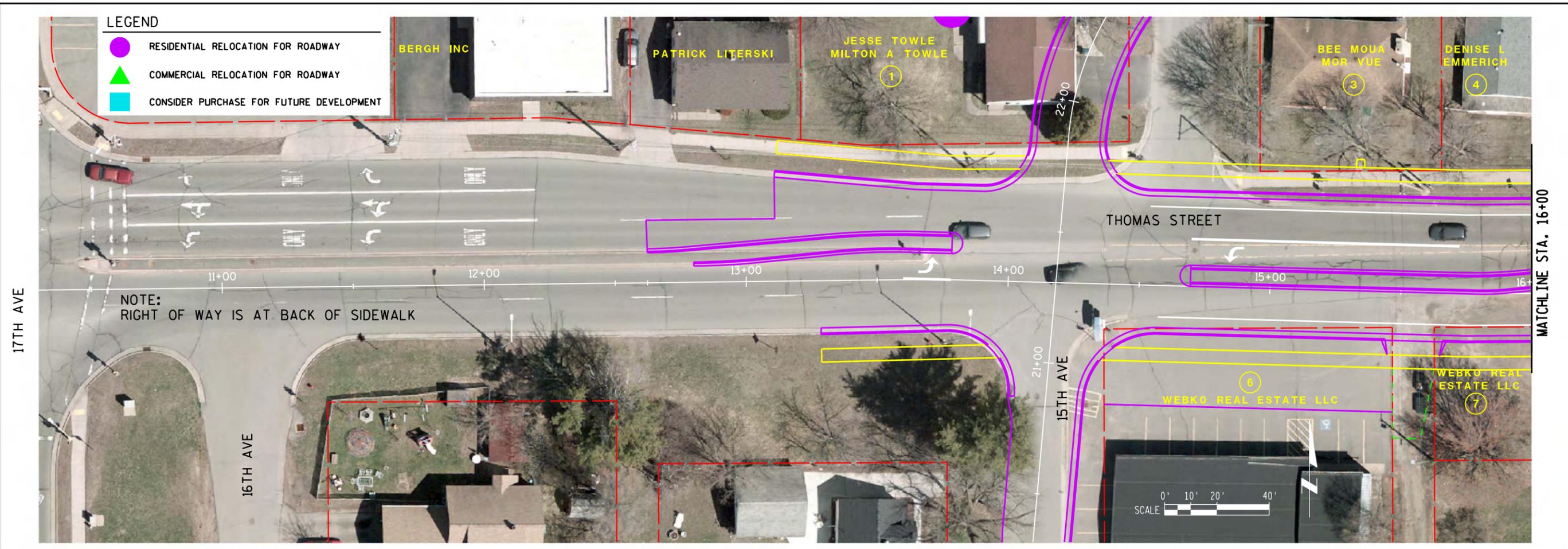


END RELOCATION ORDER
 STA. 49+15.00
 Y=197942.506
 X=278606.092



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

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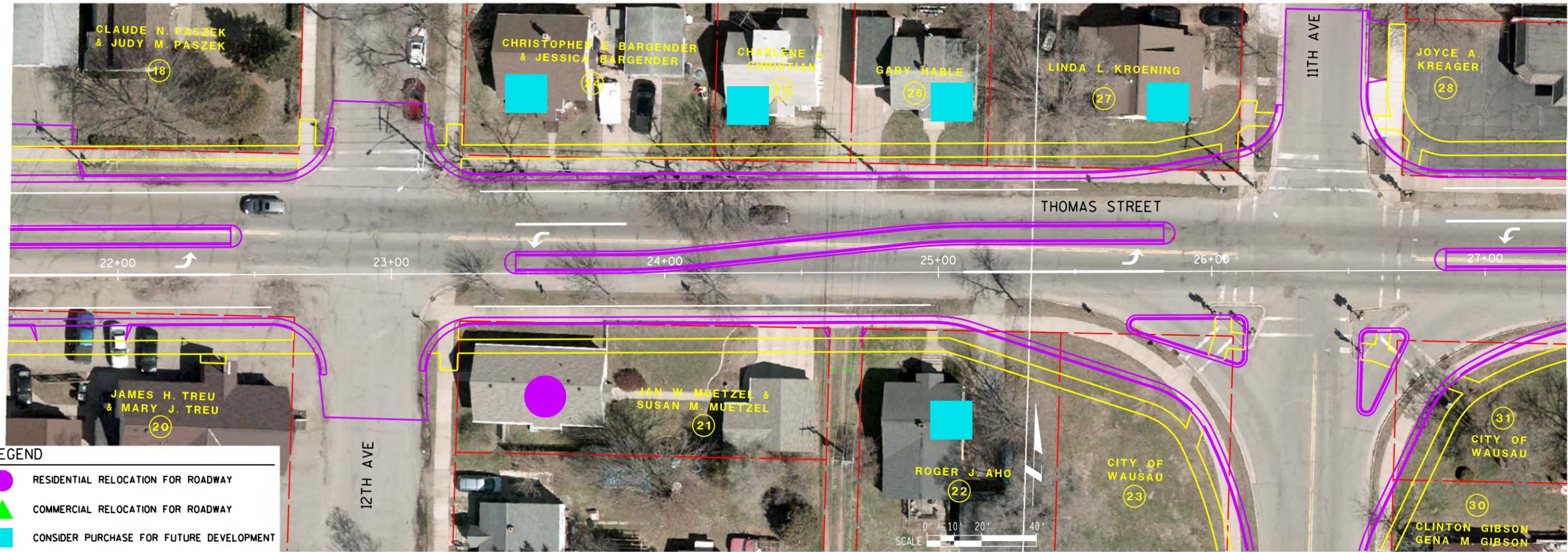
DRN BY:	DES BY:	CHK BY:	APP BY:	REV	DESCRIPTION	DRN	CHK	DATE (MDY)

AECOM
 200 Indiana Avenue
 Suite 200, Wausau, WI 54481
 T 715.341.8110 F 715.341.7390
 WWW.AECOM.COM

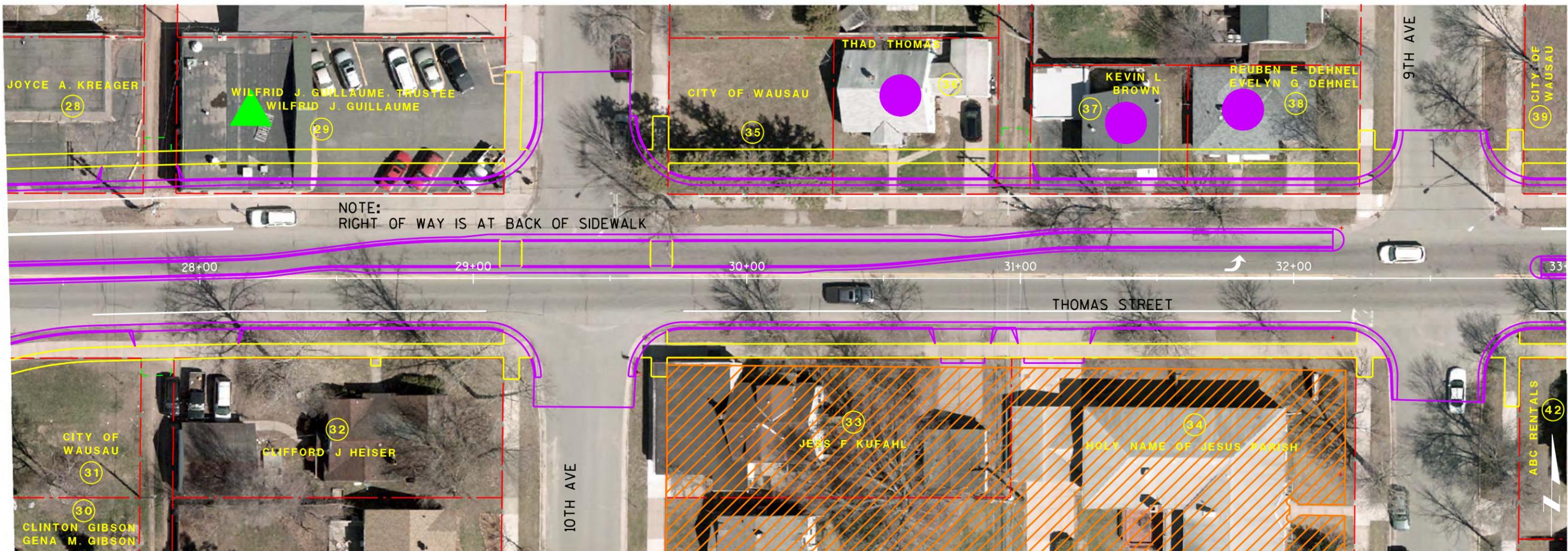
CITY OF WAUSAU
THOMAS ST (17TH AVE TO 4TH AVE)
WAUSAU, WISCONSIN

PLAN VIEW

PROJECT START DATE (M/Y) XXXX 2015
 PROJECT NO. 99979
 FILENAME S:\getvar, "dvgname"
 SHEET NO. XX-Y-Z
 DRAWING NO. 000



- LEGEND**
- RESIDENTIAL RELOCATION FOR ROADWAY
 - ▲ COMMERCIAL RELOCATION FOR ROADWAY
 - CONSIDER PURCHASE FOR FUTURE DEVELOPMENT



FILE NAME: L:\Work\Projects\99979\gro\plan2_photodgn

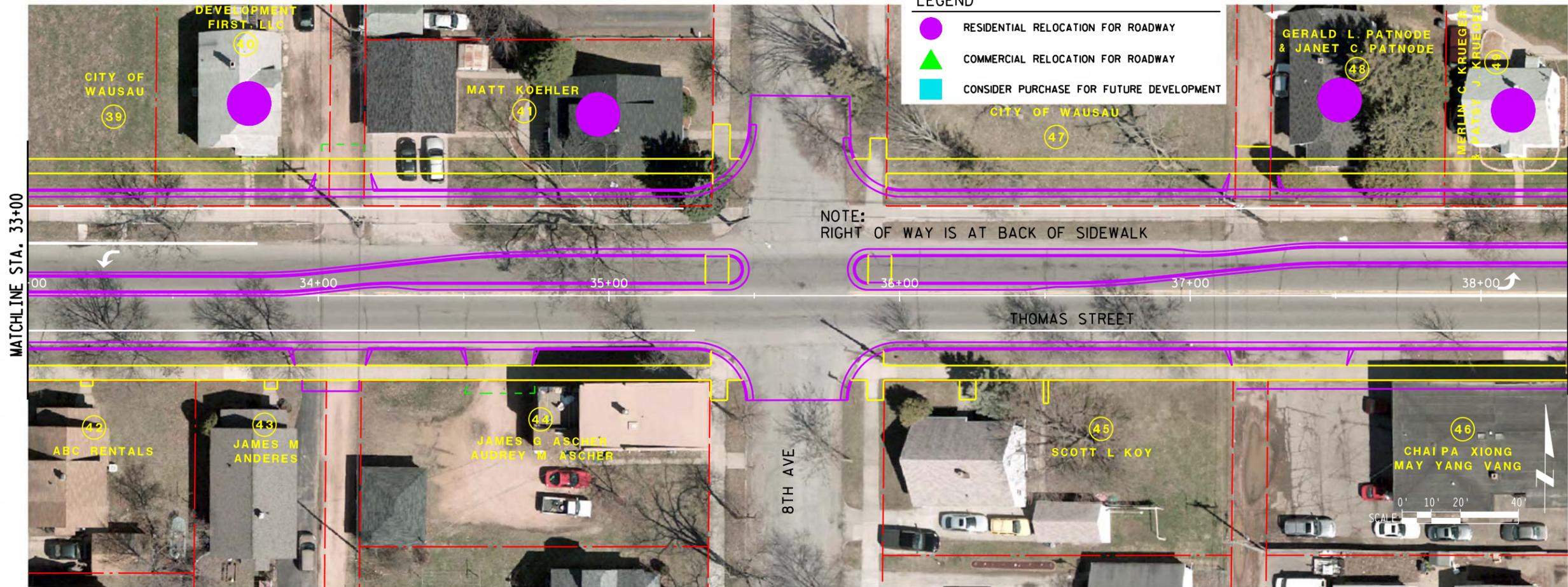
DRN BY:	DES BY:	CHK BY:	APP BY:	REV	DESCRIPTION	DRN	CHK	DATE (MDY)

AECOM

200 Indiana Avenue
 Suite 100, Wausau, WI 54981
 T 715.341.8110 F 715.341.7390
 WWW.AECOM.COM

CITY OF WAUSAU	
THOMAS ST (17TH AVE TO 4TH AVE)	
WAUSAU, WISCONSIN	
PLAN VIEW	
PROJECT START DATE (M/Y)	XXXX 2015
PROJECT NO.	99979
FILENAME	\$[getvar, "dwgname"]
SHEET NO.	XX-Y-Z
DRAWING NO.	000

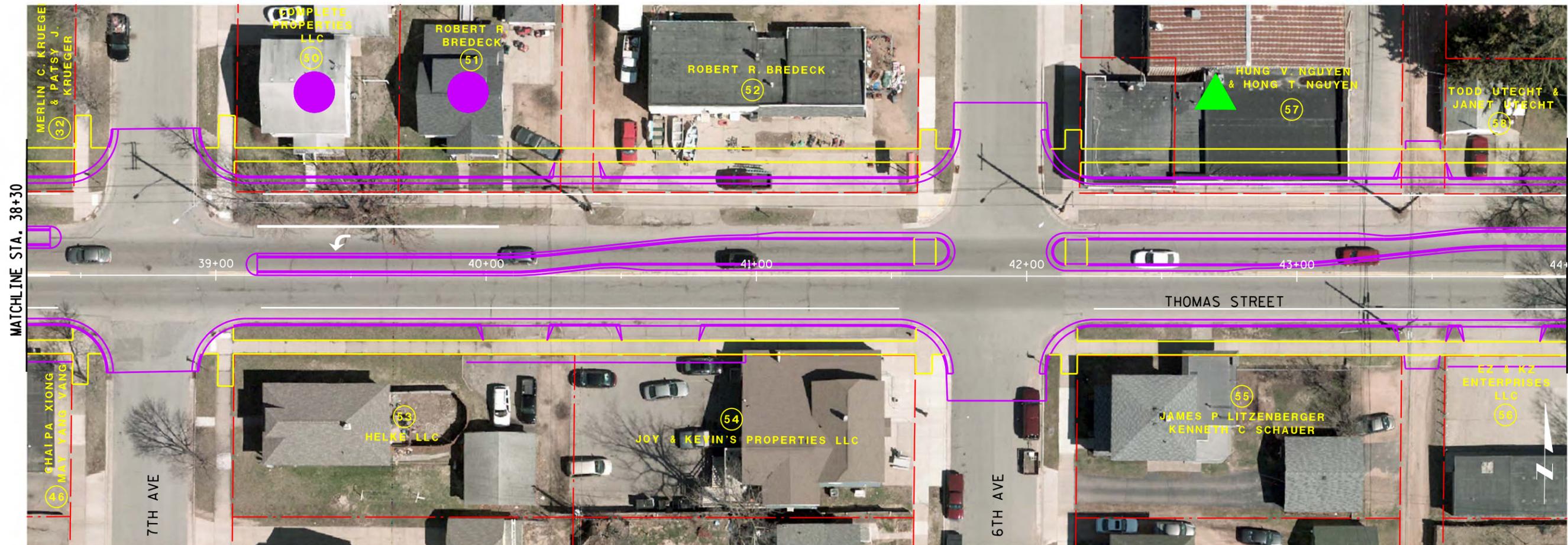
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LEGEND

- RESIDENTIAL RELOCATION FOR ROADWAY
- ▲ COMMERCIAL RELOCATION FOR ROADWAY
- CONSIDER PURCHASE FOR FUTURE DEVELOPMENT

NOTE:
RIGHT OF WAY IS AT BACK OF SIDEWALK



REV	DESCRIPTION	DRN	CHK	DATE (MM/YY)

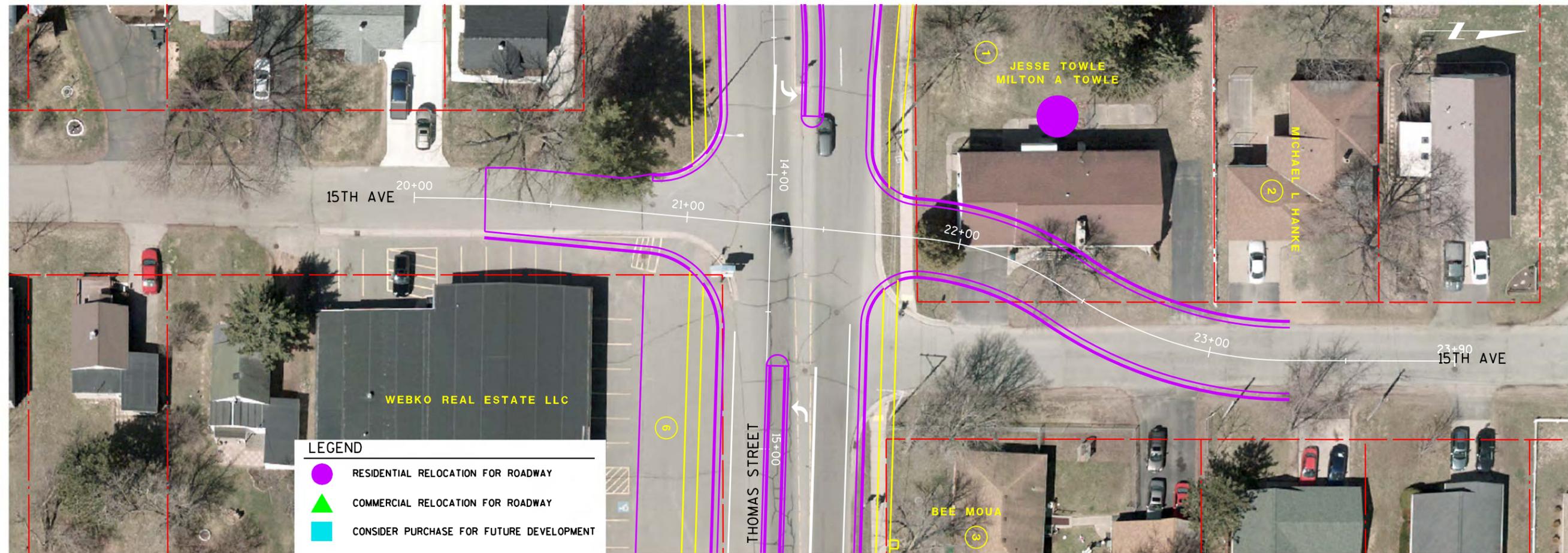
AECOM
 200 Indiana Avenue
 Suite 1000, Waukesha, WI 53181
 T 715.341.8110 F 715.341.7390
 WWW.AECOM.COM

CITY OF WAUSAU
THOMAS ST (17TH AVE TO 4TH AVE)
WAUSAU, WISCONSIN

PLAN VIEW

PROJECT START DATE (M/Y)	XXXX 2015
PROJECT NO.	99979
FILENAME	S:\getvar, "dwgname"
SHEET NO.	XX-Y-Z
DRAWING NO.	000

FILE NAME: L:\Work\Projects\99979\gro\plan4_photodgn



LEGEND

	RESIDENTIAL RELOCATION FOR ROADWAY
	COMMERCIAL RELOCATION FOR ROADWAY
	CONSIDER PURCHASE FOR FUTURE DEVELOPMENT

NOTE: RIGHT OF WAY IS AT BACK OF SIDEWALK

DRN BY:	DES BY:	CHK BY:	APP BY:	REV	DESCRIPTION	DRN	CHK	DATE (MDY)

AECOM
 200 Indiana Avenue
 Suite 200, Waukesha, WI 53481
 T 715.341.8110 F 715.341.7390
 WWW.AECOM.COM

**CITY OF WAUSAU
 THOMAS ST (17TH AVE TO 4TH AVE)
 WAUSAU, WISCONSIN**

PLAN VIEW

PROJECT START DATE (M/Y)	XXXX 2015
PROJECT NO.	99979
FILENAME	S:\getvar, "dvwname"
SHEET NO.	XX-Y-Z
DRAWING NO.	000



MEMO

From: Christian Schock, Economic Development
To: Council Members
Date: October 27, 2015
Re: Kwik Trip/1500 Grand Avenue RFP and Disposition

Purpose:

Clarify the timeline and result of the 1500 Grand Avenue property disposition RFP for the redevelopment of the former Kwik Trip.

Facts OR Considerations:

The City accepted 1500 Grand Avenue as a donation from Kwik Trip Corporation in May 2014.

The City authorized a Request for Proposal (RFP) process be initiated to seek the redevelopment of the site on October 17, 2014.

The City undertook a public RFP process in early 2015, resulting in 2 proposals submitted on January 5, 2015.

The City had a selection committee comprised of City staff, Council members and citizens review the proposal for initial consideration and the City requested additional information to be submitted.

The City and the 2 proposers had subsequent negotiations and clarifications on their proposals, resulting in a final determination by Common Council on August 11, 2015 to accept the proposal by Badger Pharmacy/Forrest Young to establish a minute clinic and pharmacy at the site. The proposal involved a purchase price of \$25,000 with a reimbursable grant to the owner of \$25,000 for physical improvements to the site.

The City was informed by Badger Pharmacy/Forrest Young on September 21, 2015 immediately before the scheduled closing on the property that the project was “no longer viable” due to “past and current issues” with the project and the business.

The City received notice from Advantage Insurance/Kevin Malovrh (the other original proposer) and received a letter from Sandquist Chiropractic Office of interest in the building.

Both Advantage Insurance/Kevin Malovrh and Sandquist Chiropractic Office presented their respective proposals to the Economic Development Committee on October 15, 2015.

There were 2 motions that both failed on split votes of 2-2 at the Economic Development Committee meeting. The first motion to accept the proposal of Sandquist Chiropractic Office failed 2-2, the second motion to accept the proposal of Advantage Insurance/Kevin Malovrh also failed 2-2.

Upon advice of the City Attorney, staff submits both failed committee recommendations, Sandquist Chiropractic Office first, for consideration by the Common Council for the disposition of the city-owned property at 1500 Grand Avenue.

ECONOMIC DEVELOPMENT COMMITTEE

Time and Place: The Economic Development Committee met on Thursday, October 15, 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, Romey Wagner and Tom Neal (VC)

Others Present: Ann Werth, Travis Lepinski, Maryanne Groat, Anne Jacobson, Keene Winters, Brad Lenz, Mayor Jim Tipple, Eric Lindman, Elizabeth Fields, Kevin Malovrh, Corey Sandquist, Susan Sandquist and the Media

DISCUSSION AND POSSIBLE ACTION ON THE PROPERTY LOCATED AT 1500 GRAND AVENUE

Malovrh and Sandquist both gave a brief overview of their proposed projects for 1500 Grand Ave.

No action was taken 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 PARKING STRATEGY AND POTENTIAL LAND ACQUISITION IN THE EASTBAY AREA**

***DISCUSSION AND POSSIBLE ACTION ON THE PROPERTY AT 1500 GRAND AVENUE**

Neal motioned to go into closed session. Wagner seconded and roll call was done, all members were present except Rasmussen.

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

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

Neal motioned to accept Malovrh's proposal for 1550 Grand Ave. Wagner seconded and the motion failed 2-2. Nagle and Nutting were the no votes

Nutting motioned to accept Sandquist's proposal for 1550 Grand Ave. Nagle seconded and the motion failed 2-2. Neal and Wagner were the no votes

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

RESOLUTION OF THE ECONOMIC DEVELOPMENT COMMITTEE

Accepting the proposal of Sandquist Chiropractic Office to transfer the City owned property at 1500 Grand Avenue (formerly a Kwik Trip) for the establishment of a chiropractic office.

Committee Action: Failed: 2-2

Fiscal Impact:

File Number: 15-1011

Date Introduced: October 27, 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 <input checked="" type="checkbox"/> Debt <input checked="" type="checkbox"/> Funds on Hand <input type="checkbox"/> Interfund Loan <input type="checkbox"/></i>		

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 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, Sandquist Chiropractic Office submitted a proposal for the project on October 9, 2015 after it was publicly announced that the previous accepted proposal by Badger Pharmacy would not move to a close;

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 Sandquist Chiropractic Office for \$25,000 and offer a reimbursable grant of \$25,000 for physical improvements at the site. Sandquist Chiropractic Office will invest a minimum of \$179,600 in physical improvements.

Approved:

James E. Tipple, Mayor



MEMO

From: Christian Schock, Economic Development
To: Council Members
Date: October 27, 2015
Re: Kwik Trip/1500 Grand Avenue RFP and Disposition

Purpose:

Clarify the timeline and result of the 1500 Grand Avenue property disposition RFP for the redevelopment of the former Kwik Trip.

Facts OR Considerations:

The City accepted 1500 Grand Avenue as a donation from Kwik Trip Corporation in May 2014.

The City authorized a Request for Proposal (RFP) process be initiated to seek the redevelopment of the site on October 17, 2014.

The City undertook a public RFP process in early 2015, resulting in 2 proposals submitted on January 5, 2015.

The City had a selection committee comprised of City staff, Council members and citizens review the proposal for initial consideration and the City requested additional information to be submitted.

The City and the 2 proposers had subsequent negotiations and clarifications on their proposals, resulting in a final determination by Common Council on August 11, 2015 to accept the proposal by Badger Pharmacy/Forrest Young to establish a minute clinic and pharmacy at the site. The proposal involved a purchase price of \$25,000 with a reimbursable grant to the owner of \$25,000 for physical improvements to the site.

The City was informed by Badger Pharmacy/Forrest Young on September 21, 2015 immediately before the scheduled closing on the property that the project was “no longer viable” due to “past and current issues” with the project and the business.

The City received notice from Advantage Insurance/Kevin Malovrh (the other original proposer) and received a letter from Sandquist Chiropractic Office of interest in the building.

Both Advantage Insurance/Kevin Malovrh and Sandquist Chiropractic Office presented their respective proposals to the Economic Development Committee on October 15, 2015.

There were 2 motions that both failed on split votes of 2-2 at the Economic Development Committee meeting. The first motion to accept the proposal of Sandquist Chiropractic Office failed 2-2, the second motion to accept the proposal of Advantage Insurance/Kevin Malovrh also failed 2-2.

Upon advice of the City Attorney, staff submits both failed committee recommendations, Sandquist Chiropractic Office first, for consideration by the Common Council for the disposition of the city-owned property at 1500 Grand Avenue.

ECONOMIC DEVELOPMENT COMMITTEE

Time and Place: The Economic Development Committee met on Thursday, October 15, 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, Romey Wagner and Tom Neal (VC)

Others Present: Ann Werth, Travis Lepinski, Maryanne Groat, Anne Jacobson, Keene Winters, Brad Lenz, Mayor Jim Tipple, Eric Lindman, Elizabeth Fields, Kevin Malovrh, Corey Sandquist, Susan Sandquist and the Media

DISCUSSION AND POSSIBLE ACTION ON THE PROPERTY LOCATED AT 1500 GRAND AVENUE

Malovrh and Sandquist both gave a brief overview of their proposed projects for 1500 Grand Ave.

No action was taken 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 PARKING STRATEGY AND POTENTIAL LAND ACQUISITION IN THE EASTBAY AREA**

***DISCUSSION AND POSSIBLE ACTION ON THE PROPERTY AT 1500 GRAND AVENUE**

Neal motioned to go into closed session. Wagner seconded and roll call was done, all members were present except Rasmussen.

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

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

Neal motioned to accept Malovrh's proposal for 1550 Grand Ave. Wagner seconded and the motion failed 2-2. Nagle and Nutting were the no votes

Nutting motioned to accept Sandquist's proposal for 1550 Grand Ave. Nagle seconded and the motion failed 2-2. Neal and Wagner were the no votes

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

RESOLUTION OF THE ECONOMIC DEVELOPMENT COMMITTEE

Authorizing the Proper City Officials Draft a Project Plan Amendment and Follow Appropriate Procedures Required to Amend Tax Increment District Number Three for the Wausau Center Mall Project

Committee Action: Failed 2-2

Fiscal Impact: This resolution does not authorize spending

File Number: 94-0907

Date Introduced: October 27, 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 is in negotiations with the CBL regarding redevelopment of the Wausau Center Mall and related developer assistance; and

WHEREAS, Tax Increment District Number boundaries run adjacent to the Mall and a financial study has determined that it is feasible to amend the Project Plan of Tax Increment District Number Three to incorporate the redevelopment of the Wausau Center Mall; and

WHEREAS, the City's Economic Development Committee has recommended the Project Plan Amendment to Tax Increment District Number Three to accommodate the Mall redevelopment;

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 develop a Project Plan Amendment of Tax Increment District Number Three; and

BE IT FURTHER RESOLVED by the Common Council of the City of Wausau that the proper City officials are hereby authorized and directed to follow the applicable Wisconsin Statutes, prepare the

necessary publications and notices; conduct the public hearing of the Plan Commission and convene the Joint Review Board to consider the Project Plan Amendment of Tax Increment District Number Three.
Approved:

James E. Tipple, Mayor

DRAFT

ECONOMIC DEVELOPMENT COMMITTEE

Time and Place: The Economic Development Committee met on Tuesday, August 4, 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) and Lisa Rasmussen

Absent: Romey Wagner

Others Present: Mayor Jim Tipple, Ann Werth, MaryAnne Groat, Chris Schock, Travis Lepinski, Gary Gisselman, Karen Kellbach, Eric Lindman, Elizabeth Fields and Nan Giese

DISCUSSION AND POSSIBLE ACTION ON TAX INCREMENT FINANCING OPTIONS FOR THE WAUSAU CENTER MALL PROPERTY

Item will be discussed in closed session.

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

***DISCUSSION AND POSSIBLE ACTION ON TAX INCREMENT FINANCING OPTIONS FOR THE WAUSAU CENTER MALL PROPERTY**

***DISCUSSION AND POSSIBLE ACTION ON INDUSTRIAL LAND AVAILABILITY IN THE WAUSAU BUSINESS CAMPUS**

Neal motioned to go into closed session. Rasmussen seconded and roll call was done, all members were present except Wagner.

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

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

Rasmussen motioned to begin the process to amend TID 3 map. Neal seconded and the motion carried 4-0

Rasmussen motioned to request staff to begin the process of having the joint review board look at using TID 5 as a donor district to TID 3. Neal seconded and the motion carried 4-0

JOINT RESOLUTION OF THE FINANCE AND ECONOMIC DEVELOPMENT COMMITTEES

Authorizing the Proper City Officials Draft Project Plan Amendment and Follow Statutory Procedures Required to Tax Increment District Number Five to reduce the Boundaries of the District and to Serve as a Donor District to Tax Increment District Number Three

Committee Action: Finance: Approved 3-2
ED Comm: Failed 2-2

Fiscal Impact:

File Number:	97-0404	Date Introduced:	October 27, 2015
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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 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 has invested significant funds into riverfront renewal efforts which has resulted in accumulated deficits within Tax Increment District Number Three; and

WHEREAS, the City of Wausau is in negotiations with CBL regarding redevelopment of the Wausau Center Mall and related developer assistance; and

WHEREAS, the City of Wausau will be proposing a project plan amendment to Tax Increment District Number Three to provide financing for the mall redevelopment project; and

WHEREAS, existing Tax Increment District Number Three deficits along with the proposed Mall redevelopment project will create additional financial risk and liabilities for the City; and

WHEREAS, Tax Increment District Five will have excess increment available for donation to Tax Increment District Number Three; and

WHEREAS, if Tax Increment District Five was closed the property values would be provide additional financial resources to the city's operating budget; and

WHEREAS, a project plan amendment to Tax Increment District Number Five reducing the boundaries of the district as presented on Exhibit A and authorizing the donation to Tax Increment District Number Three provides both financial stability to Tax Increment District Number Three and financial resources to the operating budget; and

WHEREAS, the City's Finance Committee and Economic Development Committees have reviewed and recommend the Project Plan Amendment of Tax Increment District Number Five which will reduce the boundaries of the District and establish the District as a Donor District; and

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 develop a Project Plan Amendment of Tax Increment District Number Five that reduces the boundaries as presented on Exhibit A and establishes the District as a donor district to Tax Increment District Number Three; and

BE IT FURTHER RESOLVED by the Common Council of the City of Wausau that the proper City officials are hereby authorized and directed to follow the applicable Wisconsin Statutes, prepare the necessary publications and notices; conduct the public hearing of the Plan Commission and convene the Joint Review Board to consider the Project Plan Amendments of Tax Increment District Number Five.

Approved:

James E. Tipple, Mayor

FINANCE COMMITTEE

Date and Time: Tuesday, October 13, 2015 @ 5:45 pm., Board Room

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

Others Present: Groat, Barnes, Giese, Hardel, Jacobson, Kujawa, Lindman, Werth, Tipple, Wagner, Gisselman, Neal, Goede.

Consideration of alternatives for the closure or project plan amendment of Tax Increment District Number Five

Groat stated there have been several discussions regarding closing TID #5 or not and if they close the district it would be in effect for 2017. She commented it seemed the debate was whether we need money to help finance some of our TID activities or do we need the funds to balance the operating budget. She indicated she did some evaluation as to whether we could have both. She proposed removing some properties from the district so that when we go to do the budget next year those properties would be used to pay regular taxes. *(She distributed a map delineating the properties to be removed.)* This would have a benefit of increased value for Composite Envision as well as there are a number of parcels the city currently owns, so if development occurred on them it would be all new development. She stated we are allowed to remove property from the TID during the amendment. She indicated if they took these properties out, it would make \$142,000 available in the city's budget for property tax. The total taxes are about \$375,000 per year and would leave approximately \$900,000 if they wanted to use the donor method for TID #3. Groat noted the two major districts causing us problems in the general fund because of accumulated deficits are TID #3 due to all of the money invested in the riverfront; and TID #7 which is out by Menards where substantial improvements to Stewart Avenue were made expecting development, but that development has not come forward.

Groat explained the target in our fund balance policy says that we will be at 16.67% of expenditures; in 2014 we were at 13.9%. Based on the TID cash flows, assuming no new development except for WOW in TID #3, she estimated the undesignated fund balance will drop down to 9% in 2018 at its lowest point. If we adopt a project plan that eliminates this property out of the district for tax relief and we have the TID donation, using the more conservative number of \$900,000, then we are able to maintain a stronger undesignated fund balance. Discussion followed on pros and cons of tax incremental financing. Groat stated she was happy with this compromise proposal because it serves both of the concerns that she hears from Council. She felt it would give the ED Committee a project to try to develop. Oberbeck pointed out it would also replenish what we lost from the mall. Nagle did not feel \$142,00 was worth it.

Motion by Nagle, second by Nutting to leave TID #5 as it currently is. Motion failed 2-3.

Motion by Oberbeck, second by Kellbach to approve the proposed compromise to amend TID #5 to remove property as presented. Motion carried 3-2.

ECONOMIC DEVELOPMENT COMMITTEE

Time and Place: The Economic Development Committee met on Tuesday, August 4, 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) and Lisa Rasmussen

Absent: Romey Wagner

Others Present: Mayor Jim Tipple, Ann Werth, MaryAnne Groat, Chris Schock, Travis Lepinski, Gary Gisselman, Karen Kellbach, Eric Lindman, Elizabeth Fields and Nan Giese

DISCUSSION AND POSSIBLE ACTION ON TAX INCREMENT FINANCING OPTIONS FOR THE WAUSAU CENTER MALL PROPERTY

Item will be discussed in closed session.

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

***DISCUSSION AND POSSIBLE ACTION ON TAX INCREMENT FINANCING OPTIONS FOR THE WAUSAU CENTER MALL PROPERTY**

***DISCUSSION AND POSSIBLE ACTION ON INDUSTRIAL LAND AVAILABILITY IN THE WAUSAU BUSINESS CAMPUS**

Neal motioned to go into closed session. Rasmussen seconded and roll call was done, all members were present except Wagner.

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

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

Rasmussen motioned to begin the process to amend TID 3 map. Neal seconded and the motion carried 4-0

Rasmussen motioned to request staff to begin the process of having the joint review board look at using TID 5 as a donor district to TID 3. Neal seconded and the motion carried 4-0



STAFF REPORT ON TID #5 CLOSURE

TO: FINANCE COMMITTEE

FROM: MARYANNE GROAT

DATE: October 7, 2015

BACK GROUND INFORMATION

The Finance Committee has had several conversations regarding the status of Tax Increment District Number Five in recent months. Communication of the closure to the Wisconsin DOR is required by May 15th.

The major debate for the City is:

- Should Tax Increment District 5 remain open and serve as a donor district to Tax Increment District Number Three? Or
- Should Tax Increment District 5 be closed and provide general property tax relief for the 2017 budget?

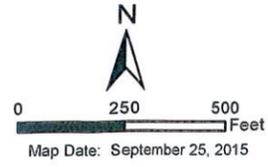
Recognizing the benefits of both options I would submit a third option for consideration. To amend the district to serve as a donor district and at the same time reduce the size of the district. This change would provide tax relief and ensure the continued financial viability of TID #3. I have attached a proposed map of the existing district. The taxes paid by those properties eliminated (as denoted on the map) would be available to fund the City of Wausau operating budget in 2017. A spreadsheet of the property values of the proposed and the estimated tax implication follows the map. The estimated annual tax impact of the boundary changes would be city taxes of \$141,953 and total taxes of \$375,302. As we learned the impact to the School and Technical College is modified due to offsets of state aids. This reduction would then reduce the annual amount donated to TID #3 to about \$900,000 per year. This donation will go along way in stabilizing the deficits within TID #3 and serving as financial security for the mall endeavor.

Attached is the map, the financial impact of the boundary change, the powerpoint presentation reviewed at an earlier meeting and the projected TID deficits financial impact to the general fund for the next four years.

TID #5

City of Wausau

Marathon County, Wisconsin



- Legend**
- TID #5 Boundary
 - Parcels within TID #5



Key  properties proposed to be eliminated from the district



NOTES:
 1. DUPLICATION OF THIS MAP IS PROHIBITED WITHOUT THE WRITTEN CONSENT OF THE CITY OF WAUSAU ENGINEERING DEPT.
 2. THIS MAP WAS COMPILED AND DEVELOPED BY THE CITY OF WAUSAU AND MARATHON COUNTY GIS. THE CITY AND COUNTY ASSUME NO RESPONSIBILITY FOR THE ACCURACY OF THE INFORMATION CONTAINED HEREIN.
 3. MAP FEATURES DEVELOPED FROM APRIL, 2005 AERIAL PHOTOGRAPHY.

TID #5 BOUNDARY CHANGE

Option A		Land	Improvement	Personal Property	Exempt Computer	Total
Option C						
	29129073050995	Intercity Bank	473,300			473,300
	29129073020989	Award Properties	241,300	4,091,300		4,332,600
	29129073020987	UAS Lab	17,300			17,300
	29129073020984	UAS Lab	62,100	1,052,000		1,114,100
	29129062530956	Packaging Tape	221,600	3,343,900	400,800	4,378,500
	29129062530965	M&K Rentals	40,300	251,900	1,800	294,000
	29129062530958	TJ Lands	57,500	183,400	103,100	344,000
	29129062540983	Polywood Properties	93,400	2,777,800	64,800	2,936,000
					Total	13,889,800
					City Rate	9.5 131,953.10
					Total Rate	27.02 375,302.40

TID DEFICITS AND THE GENERAL FUND UNDESIGNATED FUND BALANCE

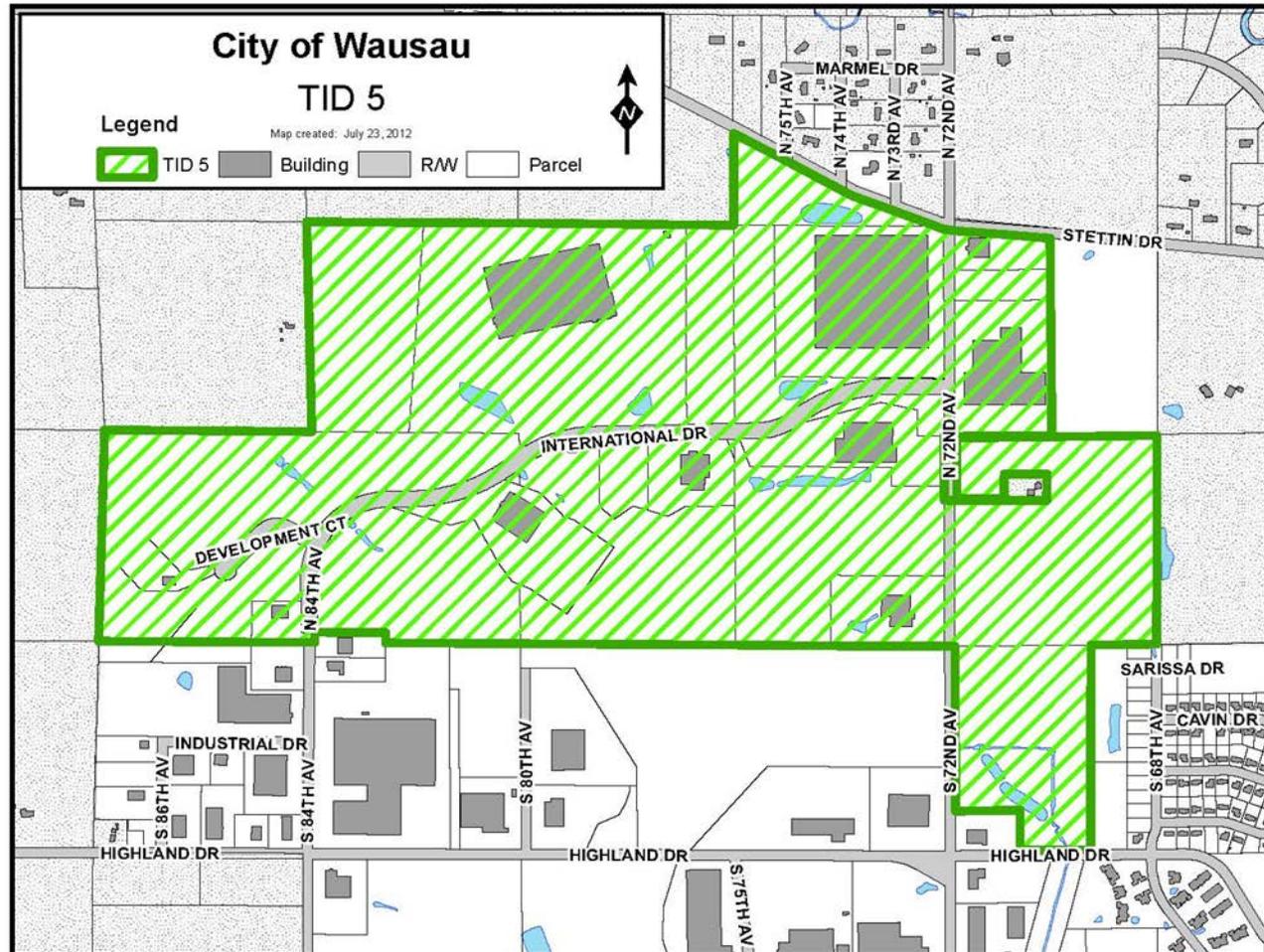
WITHOUT TID #5 DONATION

	Accumulated Surplus(Deficit)						Total	Holtz Krause Funding	Net Deficit	General Fund Undesignated Fund Balance	% of Expenditure Budget 16.67%
	TID #3	TID #6	TID #7	TID #8	TID #9	TID #10					
2013 Actual	(2,105,440)	(309,591)	(1,524,184)	(25,872)	(9,872)	(1,000)	(3,975,959)	1,239,432	(2,736,527)	5,837,182	19.02%
2014 Actual	(3,248,091)	(630,845)	(1,776,943)	105,706	(90,985)	69,627	(5,571,531)	1,239,432	(4,332,099)	4,362,313	13.90%
2015 Projected	(4,074,142)	(458,201)	(2,010,961)	1,375,514	(81,416)	(118,089)	(5,367,295)	1,239,432	(4,127,863)	4,566,549	14.55%
2016 Projected	(3,964,003)	(165,516)	(2,270,462)	3,616	(78,148)	(85,697)	(6,560,210)	1,239,432	(5,320,778)	3,373,634	10.75%
2017 Projected	(4,071,389)	214,799	(2,311,190)	122,370	(72,963)	(26,051)	(6,144,424)	1,239,432	(4,904,992)	3,789,420	12.08%
2018 Projected	(4,973,590)	153,310	(2,263,182)	116,552	(77,918)	(49,843)	(7,094,671)	1,239,432	(5,855,239)	2,839,173	9.05%
2019 Projected	(5,045,579)	399,727	(1,827,293)	(22,613)	(81,372)	(71,222)	(6,648,352)	1,239,432	(5,408,920)	3,285,492	10.47%

WITH TID #5 DONATION

2014 Actual	(3,248,091)	(630,845)	(1,776,943)	105,706	(90,985)	69,627	(5,571,531)	1,239,432	(4,332,099)	4,362,313	13.90%
2015 Projected	(4,074,142)	(458,201)	(2,010,961)	1,375,514	(81,416)	(118,089)	(5,367,295)	1,239,432	(4,127,863)	4,566,549	14.55%
2016 Projected	(2,964,003)	(165,516)	(2,270,462)	3,616	(78,148)	(85,697)	(5,560,210)	1,239,432	(4,320,778)	4,373,634	13.94%
2017 Projected	(2,171,389)	214,799	(2,311,190)	122,370	(72,963)	(26,051)	(4,244,424)	1,239,432	(3,004,992)	5,689,420	18.13%
2018 Projected	(2,173,590)	153,310	(2,263,182)	116,552	(77,918)	(49,843)	(4,294,671)	1,239,432	(3,055,239)	5,639,173	17.97%
2019 Projected	(1,345,579)	399,727	(1,827,293)	(22,613)	(81,372)	(71,222)	(2,948,352)	1,239,432	(1,708,920)	6,985,492	22.26%

TAX INCREMENT DISTRICT NUMBER FIVE



DISTRICT STATISTICS

- Created 7/8/1997
- Mandated Termination 7/8/2020
- Base Value of the District \$374,100
- Equalized Value 1/1/2014 \$44,942,200
- Equalized Value 1/1/2015 \$48,176,800

Projects and Project Costs

- Developed Streets, Stormwater Management and Utilities within the Business Campus TID #5 Map \$3,242,674
- Entrepreneurial Center Development \$3,336,533.
- Wausau Window & Wall Facility \$2,956,877
- Southern Stretch Forming New Business Relocation \$160,000
- Reuse of Fiskars Facility OMotion \$650,000
- Business Expansion Composite Envisions \$100,000
- Relocation of Colorado WWW Facility \$500,000
- Interest and Debt Issuance Charges \$1,880,601
- Professional Services and Administration \$455,270

OUTSTANDING DEBT

	2010B Refunding		
	Principal	Interest	Total
2016	270,000	13,598	283,598
2017	285,000	4,774	289,774
	<hr/> 555,000	18,372	573,372

2015 Increment Allocation

Marathon County	\$231,009
City of Wausau	\$404,540
Wausau School District	\$495,720
Technical College	\$54,287
Total Increment	\$1,185,556

TID Closure – City and County Tax Impact – Levy Limit

- Levy Limit allows 50% of the percentage of increment of the terminated district/total equalized value to fund operating budget
 - City Estimated Additional Operating Levy \$186,133
 - County Estimated Additional Operating Levy \$110,976
- Balance of levy becomes tax relief:
 - City \$.08 per \$1,000 of valuation
 - County \$.04 per \$1,000 of valuation
- Any Excess Increment Distribution is not considered within the levy limit calculation

TID Closure – K-12 School

Revenue Limit

- Equalization Aid Formula Objective - equalize rich and poor schools (property value per FTE student)
- Revenue Limit Formula limits the revenue to be collected from taxes and aid.
- When equalized value increases from growth or TID closure -school aid drops to reflect the increased wealth in the district.
- All 425 school districts along with school voucher program share in the State General Aid appropriation.
- Unable to predict exact impact of TID closure due to the state wide influences of school aid; likely district aid will decline accordingly.
- Based Upon Ehlers School District TID Impact Analysis the savings will be \$.01
- Most optimal for the school district to receive the excess increment allocation shortly after July 1 to enable spending within the same fiscal year. Unspent funds can cause a reduction in aid.

TID Closure – Technical College

– Revenue Limit

- The Technical College works within controls similar to the K-12 Schools limiting the revenue they can collect.
- The Technical College revenue limit is based upon growth in Equalized Valuation.
- The Revenue Limit growth considers the tax levy and the State Property Tax Relief Aid implemented under 2013 Act 145.
- The amount of Property Tax Relief Aid received by each district is determined based on a ratio of the district's equalized value to the equalized value of all districts.
- As such the impact of the new value from the TID closure can be neutralizing to the tax rate.

Projected Tax Rate Relief after Closure

City	\$.08
County	\$.04
School	\$.01
Tech	\$.00
State	<u>\$.00</u>
Total	\$.13

Closure Decision Deadline

- City must annually notify the State on or before May 15th.
- This date sets the tax collection for the next year.
- The Statutes read:

If the department of revenue receives a (termination) notice under par. [\(a\)](#) during the period from January 1 to May 15, the effective date of the notice is the date the notice is received. If the notice is received during the period from May 16 to December 31, the effective date of the notice is the first January 1 after the department of revenue receives the notice.

Closing the District – State Statute Options

- Close in 2016
- Amend the District to Serve as Donor District
- Council Resolution to Extend for Housing Improvements

Option 1 – 2016 Closure Approved Before 5/15/2016

Year	USES OF FUNDS			SOURCES OF FUNDS			Annual Surplus (Deficit)	Cumulative Balance
	Total Annual Debt Service	Administrative, Organization & Discretionary Costs	Developer Incentives	Excess Increment Distribution	Tax Increment	Other Income		
Accumulated Balance								(\$198,888)
2015	\$281,028	\$40,000	\$600,000		\$1,185,556	\$161,042	\$425,570	\$226,682
2016	\$573,372 *	\$5,000		\$994,908	\$1,185,556	\$161,042	(\$226,682)	\$0

Increment Distribution Allocation - One time 2016 payment - Estimate based upon 2014 payable in 2015

County	19.49%	\$193,860
City	34.12%	\$339,486
School	41.81%	\$416,004
Technical College	4.58%	\$45,557
	100.00%	\$994,908

* Debt Payments

2016	\$283,598
2017	\$289,774
	<u>\$573,372</u>

Option 1 – 2016 Closure

2016

- Increment is Collected to Retire Debt
- Excess Increment Returned to Overlying Tax Districts –One Time Payments \$994,908

2017

- No Tax Increment Collected
- City Levy Limit Increases Estimated \$186,133 for Terminated District
- County Levy Limit Increases Estimated \$110,976
- School District Tax Impact Neutralized with State Aids
- Technical College Tax Rate
- Balance of the previously calculated increment goes back to taxpayers – tax rate relief \$.13 per \$1,000 of valuation

Option 2 – Amend to Donor District

- Amending the District to Serve as Donor District to Tax Increment District Number Three
 - Mitigates Deficit Risks
 - Improves Cash flow and reduces General Fund Draws
 - Funds Redevelopment Efforts and related Capital Projects
- Must be approved by overlying taxing jurisdictions.
- Donor District status can be evaluated annually for necessity and district can be terminated at the Council's directive.
- ~\$7,727,000 of increment for public infrastructure improvements or redevelopment efforts at mall, riverfront and parking ramp within TID #3.
- No later than 2021 district closes and value is available for operations and tax relief as outlined in other options

Option 2 – Amend District to Donate to TID#3

Year	USES OF FUNDS				SOURCES OF FUNDS				Annual Surplus (Deficit)	Cumulative Balance
	Total Annual Debt Service	Administrative, Organization & Discretionary Costs	Developer Incentives	Capital Expenditures	Debt Proceeds	Special Assessment Income	Tax Increment	Other Income		
ACCUMULATED										
2015	\$281,028	\$40,000	\$600,000				\$1,185,556	\$161,042	\$425,570	\$226,682
2016	\$283,598						\$1,185,556	\$161,042	\$1,063,000	\$1,289,682
2017	\$289,774						\$1,185,556	\$161,042	\$1,056,824	\$2,346,506
2018							\$1,185,556	\$161,042	\$1,346,598	\$3,693,104
2019							\$1,185,556	\$161,042	\$1,346,598	\$5,039,702
2020							\$1,185,556	\$161,042	\$1,346,598	\$6,386,300
2021		\$5,000					\$1,185,556	\$161,042	\$1,341,598	\$7,727,898

Option 3 – Housing Stock Improvements

Common Council adopts resolution allocating one year of increment to housing stock improvements.

2016

- Increment is collected for Existing Debt Retirement

2017

- ~\$1,185,000 Increment is collected and used for housing stock improvements
- District is closed and excess increment returned to overlying taxing jurisdictions

2018

- No Tax Increment Collected
- City Levy Limit Increases Estimated \$186,133 for Terminated District
- County Levy Limit Increases Estimated \$110,976
- School District impact neutralized with state aids
- Technical College ?
- Balance of the previously calculated increment goes back to taxpayers estimated at \$.13

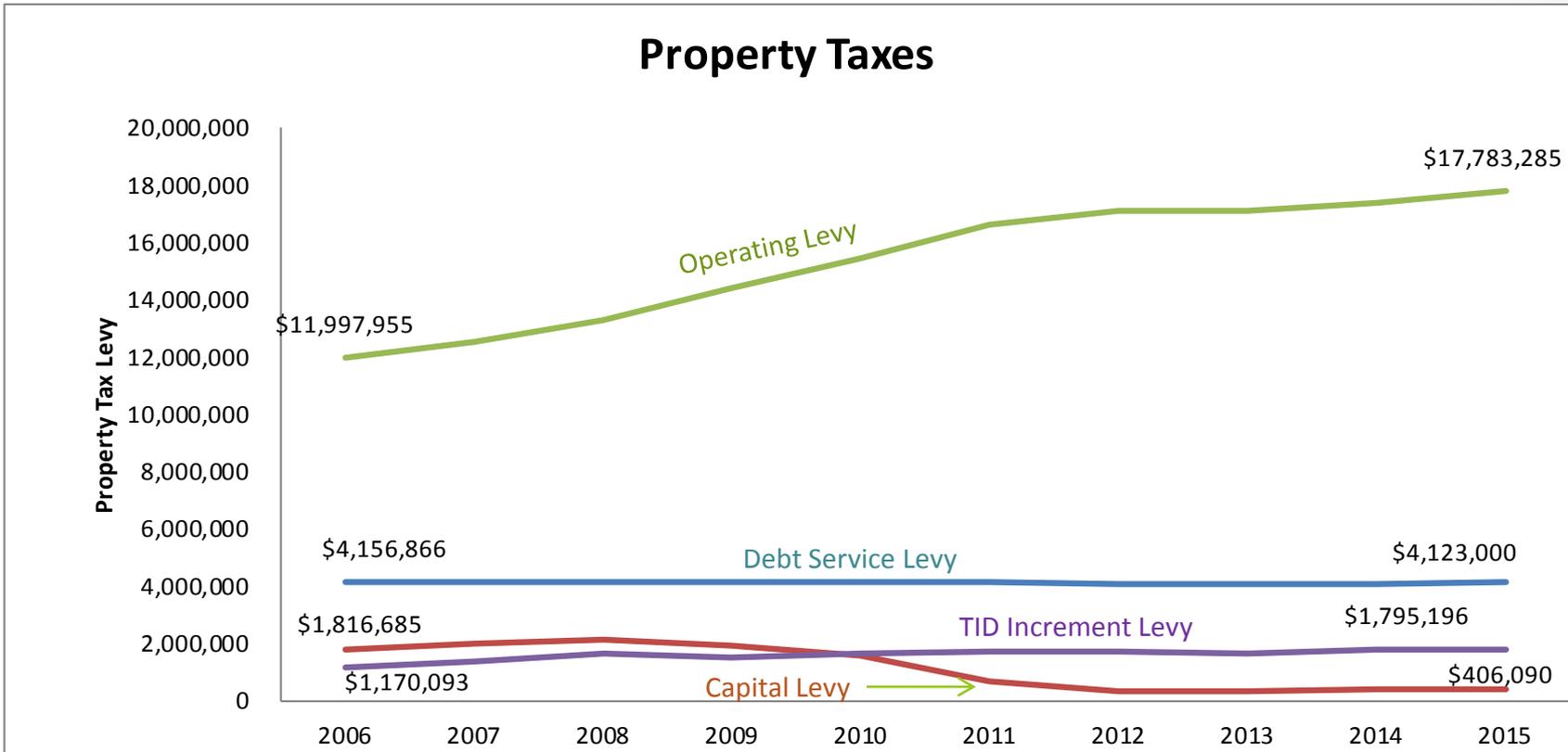
TID Closure – Capital Impact



COMPETITION FOR RESOURCES- OPERATING COSTS, SERVICES, CAPITAL AND (RE)INVESTMENT

	OPERATING BUDGET	DEBT BUDGET	CAPITAL BUDGET	TID CAPITAL BUDGET
2015 Levy	\$17,783,285	\$4,123,000	\$406,090	\$1,795,196
Tax Rate	\$8.77	\$8.77	\$8.77	\$26.60

Levy History



	2006	2015	Change	
Operating Levy	\$11,997,955	\$17,783,285	\$5,785,330	48.22%
Debt/Capital/(Re)Investment	\$7,143,644	\$6,324,286	-\$819,358	-11.47%

TID #3 Public Infrastructure (Re)Investment Projects

- Riverfront Improvements and Redevelopment
- Pedestrian Bridge Island to West Bank
- Parking Ramp Construction
- Skywalk Construction
- Street and related infrastructure:
 - Grant St, McClellan St, McIndoe St, Fulton St, First St,
Second St, Franklin St, Short St, Cherry St
- Mall Redevelopment

TID Closure – Conclusion



COMPETITION FOR RESOURCES- OPERATING COSTS, SERVICES, CAPITAL AND (RE)INVESTMENT

	OPERATING BUDGET	DEBT BUDGET	CAPITAL BUDGET	TID CAPITAL BUDGET
2015 Levy	\$17,783,285	\$4,123,000	\$406,090	\$1,795,196
Tax Rate	\$8.77			\$26.60



- Does Closure of TID shift Infrastructure Replacement Burden?
- Does Closure of TID result in increased resource competition?
- Without TID resources how will capital investment occur?
- Does the Donation of TID #5 Increment Provide Risk Mitigation?
- Is risk mitigation important to the City?

**JOINT RESOLUTION OF THE HUMAN RESOURCES COMMITTEE
AND FINANCE COMMITTEE**

Approving Health Plan Design for 2016

Committee Action: HR: Approved 4-0
Finance: Approved 5-0

Fiscal Impact: 2.5% (\$91,660.31) for Health Care, 0% for dental premium increase

File Number: 12-1012

Date Introduced: October 27, 2015

RESOLUTION

WHEREAS, your Human Resources Committee has reviewed and recommends changes to the City's employee benefit program to include health plan and dental design to be offered to employees in 2016, and

WHEREAS, the recommended changes include renewing the agreement with WPS to continue providing modified medical and prescription drug benefits, and Delta Dental continuing to provide the same or enhanced dental benefits at no additional cost, specifics of which are in the attached document, are summarized as follows:

- Eliminate the 2015 Statewide PPO (Traditional Plan) that currently has 17 Family and 5 Single plan participants. (Column 1 on 2015 Medical Plan Options).
- Eliminate the 2015 HRA Plan – Aspirus Network option that currently has 4 Family and 4 Single plan participants (Column 2 on 2015 Medical Plan Options).
- Migrate Retired employees from a stand-alone pool into one of two plans provided the same as to other City employees. The City currently has 10 Retiree participants.
- Increase the stop loss deductible from \$60,000 to \$70,000.
- Increase the Single In-Network Deductible by \$250 (\$2,000 to \$2,250) and Family In-Network Deductible by \$500.00 (\$4,000 - \$4,500).
- Increase Copays, add a \$200 Emergency Room Copay after deductible.

WHEREAS, limited enrollment and cost containment make appropriate elimination of the recommended elimination of the Statewide PPO, Aspirus HRA and Retiree plan;

WHEREAS, your Human Resources Committee approved the authorization and approval of the recommendation to offer two of the current medical and prescription drug plans options with WPS, and Health Savings Account eligible plans further promotes health plan consumerism and cost savings by further engaging and informing individuals on the issues of health care costs, and

WHEREAS, your Human Resources Committee recommends authorization and approval of the recommendation to offer two medical and prescription drug plans options with WPS, and

WHEREAS, both your Human Resources Committee and your Finance Committee recommend adoption of the staff benefit design proposals to contain health benefit costs to a 2.5% increase and to keep the dental premium flat;

NOW THEREFORE BE IT RESOLVED by the Common Council of the City of Wausau that the City of Wausau provide the health and prescription drug plans summarized above and specified in attached documentation for the 2016 plan year, and

BE IT FURTHER RESOLVED by the Common Council of the City of Wausau that the proper City officials and designees are hereby authorized and directed to execute and administer the plan as approved by this resolution.

Approved:

James E. Tipple, Mayor

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

DATE/TIME: October 12, 2015, 2015 at 4:30 p.m.
LOCATION: City Hall (407 Grant Street) – Board Room
MEMBERS PRESENT: R. Wagner (C), G. Gisselman, W. Nagle, D. Oberbeck, L. Rasmussen
MEMBERS ABSENT: L. Rasmussen
Also Present: Mayor Tipple, M. Groat, M. Hite (by telephone), J. Kannenberg, E. Krohn, G. Seubert, J. Schara, P. Peckham, A. Werth, B.C. Kowalski (The City Pages), J. Berry (AFG), A. Koehl (AFG), N. Hertel (Wausau Daily Herald)

Discussion and Possible Action on Health Insurance Plan Design 2016.

Hite provided a memo to the committee that was prepared for the September 28, 2015 Finance Committee, requesting funding necessary to support the 2016 employee health care benefits design. The Finance Committee approved the requested 2.5% increase to fund employee health care. Hite explained that the plan design balanced cost containment with value to employees. A chart of the 2015 health care plan options was provided to committee members as reference for comparing the plan design changes from 2015 to 2016. Hite provided the overview that under this plan design, retirees would be migrated from a stand-alone plan into the same health benefits pool as active employees, two of four plan options were being eliminated and the philosophy behind the design was to share costs among those who use the plan. As a result, the cost containment strategy included more plan deductibles and co-pays. Jim Berry and Andrew Koehl with AFG (the City's designated health insurance broker/agent) and Elise Krohn, Senior Human Resources Consultant, reviewed some of the specific design changes for 2016. Berry explained that without changes, the City would have seen an increase of 16% to fund the same plan design as employees enjoyed for 2015. He reaffirmed Hite's statement that under this plan design, the increase has been contained to 2.5%. Krohn added that the design includes a "tele-health option" e.g., the ability to call a doctor for various reasons instead of going to the walk-in or emergency room for minor reasons. This will cost an employee \$45 per call and will be applied towards their deductible. Hite summarized that the plan rollout will include open enrollment during the first two weeks in November and that individualized letters and meeting with retirees are planned.

Motion by Nagle to approve the 2016 health insurance plan design. Second by Oberbeck. All ayes. Motion passes 4-0.

**FINANCE COMMITTEE – BUDGET SESSION #3
BUDGET RECOMMENDATION**

Date and Time: Wednesday, September 30, 2015 @ 5:30 pm., Board Room
Members Present: Oberbeck (C), Kellbach, Mielke, Nutting, Nagle
Others Present: Groat, Tipple, Duncanson, Hardel, Barnes, Hite, Jacobson, Kujawa, Lindman, Werth, Wagner, Neal, Rasmussen, Gisselman, media.

(Addendum Item) Establishing a 2.5% increase for Employee Health Care Benefit within the 2016 Budget

Myla Hite requested authorization to place approximately \$91,660 for a 2.5% increase in cost for health insurance into the budget. She noted they have also confirmed that our dental rates will remain flat, so she will not need to ask for more money for dental. The initial and preliminary estimates were health insurance was going to increase almost 16% in cost to maintain the same benefit. She explained the plan design they came up with was to eliminate a couple of options because the more choices, the higher the price tag. One of the biggest impacts will be that we will take our retirees from a retiree only plan and migrate them into the same options as general employees, which impacts 10 employees. There will be 40 total employees impacted; the cost represents an increase for 300 employees that participate in health care.

Motion by Mielke, second by Kellbach to approve the 2.5% increase for health insurance. Motion carried 5-0.



Memorandum

From: Myla D. Hite, Human Resources Director
To: Finance Committee
Date: September 28, 2015
Subject: 2016 Budget Inclusion of 2.5% Increase for Employee Health Care Benefit

Purpose: To provide an overview and obtain your approval for 2016 health care benefit design for City employees.

Overview of Proposed Design Changes. On September 29, 2015 the Finance Committee approved funding to support offering a health plan design that includes the following recommended changes to the plan design offered in 2015 (see attached chart):

1. Eliminate the 2015 Statewide PPO (Traditional Plan)) that currently has 17 Family and 5 Single plan participants. (Column 1 on 2015 Medical Plan Options)
2. Eliminate the 2015 HRA Plan – Aspirus Network option with 4 Family and 4 Single plan participants (Column 2 on 2015 Medical Plan Options).
3. Eliminating the Retiree plan option and migrating the Retirees to one of two plan offerings the same as other City employees. The City currently has 10 Retiree participants.
4. Increasing the stop loss deductible from \$60,000 to \$70,000.
5. Modifying the 2015 Statewide HDHP/HAS/HRA Option (Column 3 on 2015 Medical Plan Options) as follows:
 - a. Increase by \$250.00 the Single In-Network Deductible (\$2,000 to \$2,250) and by \$500.00 for Family (\$4,000 - \$4,500).
 - b. Increase by \$500.00 the Single Out-of-Network Deductible (\$4,000 to \$4,500) and by \$1,000.00 for family (\$8,000 to \$9,000).
 - c. Increase by \$750.00 the Single In-Network Out-of-Pocket Maximum (\$2,500 to \$3,250) and by \$1,500.00 for family (\$5,000.00 to \$6,500).
 - d. Increase by \$2,500.00 the Single Out-of-Network Out-of-Pocket Maximum (from \$8,000 to \$10,500) and by \$5,000 for family (from \$8,000 to \$10,500)
 - e. Increase by \$5.00 the Primary Care Office visit copay after deductible (from \$25 to \$30)
 - f. Increase copay by \$10.00 for a Specialist office visit after deductible (from \$50 to \$60)
 - g. Add a \$100.00 Urgent care copay after deductible
 - h. Add a \$200 Emergency room copay after deductible
 - i. Increase prescription copays after deductible is met (from \$0/\$25/\$40 to \$10/\$40/\$60/\$25%) up to \$150

Background:

As part of total compensation, the City of Wausau provides employees the opportunity to participate in a group Health, Dental and Life Insurance programs. Consistent with the employee handbook at sections 7.03, 7.04 and 7.05 respectively, employees contribute 12% of the health insurance premium, 50% of the dental insurance and 100% of the life insurance premiums.

When I was first hired in July 2014, the designated insurance broker/consultant was projecting a 10% (approximately \$500,000) increase for health care benefits. Applying creative strategies, HR staff was able to develop a plan design to keep cost projections flat, while waiving premiums for non-represented staff as an incentive for them to elect a newly offered, more cost effective plan option. While staff was able to make significant accomplishments for 2015, we hoped to access expertise that could help us to continue to cost contain for future.

On May 11, 2015 the Human Resources Committee gave direction to City staff to pursue options for providing health benefits to City employees as a stand-alone entity for 2016 and to solicit Requests for Proposals for a new Consultant/Broker in an attempt to obtain the best possible benefits in the most cost effective manner.

On July 14, 2015 the Finance Committee approved, which Council subsequently adopted on the same date through Resolution 15-0706 designating Associated Financial Group (AFG) as the City's Broker/Consultant. The negotiated fee for this designation resulted in a rate of 5% per year, representing a cost savings estimated between \$6,000 - \$14,000 per year.¹

On August 7, 2015 I met with AFG to clarify the timeline and direction to pursue for achieving the City's two-fold goal which remains to balance cost containment against benefits provided. During this initial meeting we discussed the preliminary data provided by the City's current carrier – WPS. The initial increase projected was 15.74% (\$850,804.52). WPS later reduced the 2015 benefit design increase to 12.94% (approximately \$706,969.08).

Through the process of competitive bidding facilitated by AFG, along with continued plan design modifications, staff has successfully outlined a plan (with assistance and input from AFG) resulting in a projected increase of 2.5% (projections provided by current provider – WPS, at current claim experience rate and usage level).

Impact:

- Health Care Benefits: \$91,660.31, approved by the Finance Committee on September 28, 2015 for inclusion in the 2016 budget. This represents a 2.5% cost increase. Participating City employees pay a 12% monthly premium share.
- Dental: No increase for 2016. City employees pay a 50% premium share.

Encl: Health Benefits 2015 Summary Chart (For use for Comparison Purposes)

Cc: Mayor

¹ Estimate projections vary based upon the number of plan participants within a plan year – the negotiated fee was 5% as opposed to the former 6%.

Human Resources Committee Minute Excerpt (May 11, 2015)

Discussion and Possible Action on the North Central Wisconsin Public Employer Health Insurance Consortium. Hite gave an overview to the committee of the discussion last September to explore the possibility of participating in the North Central WI Public Employer Health Insurance Consortium. In the September meeting, Hite was given authority to spend up to \$10,000 for this process. To date, Wausau has spent \$5,500 as a participant. Hite explained that further exploration is needed by the consortium that would cost the City \$7,000 for a needed RFP, \$16,000 for a complete pharmacy benefits audit, and an on-going charge of \$3.50 per employee per month for charges through BSG. Hite presented two options to the committee: continue with the consortium and be approved for additional costs, or have staff explore options on their own and discontinue participation in the consortium. **Motion made by Rasmussen directing Hite to pursue 2016 options for budget as a stand-alone provider, and to have Hite construct an RFP for a new broker. Second by Oberbeck.** Further discussion took place regarding the pro's and con's of joining a consortium. Oberbeck believes that a smaller group will be able to make more changes. Rasmussen agreed, saying that the bigger you get, the harder it is to make changes. **Motion passes 4-0.**

Discussion and Possible Action approving a two year contract for insurance broker consultant services – Hite Elise Krohn indicated the HR Department strongly recommends moving to a new broker through the RFP process and was asking the Finance Committee to approve going forward to the next step. There were eight responses to the RFP, which were charted by HR and Finance based on the qualifications asked for. The recommendation is to move forward with Associated Financial Group, which came in at the lowest cost, is local, and has a lot of benefits to offer. Wagner indicated as chair of HR he was in support of immediate acceptance.

Motion by Nutting, second by Mielke to approve a two year contract with Associated Financial Group. Motion carried 4-0.

**City of Wausau All General Employee's
Medical Plan Options - WPS
January 1, 2015**

		Statewide PPO		HRA Plan Aspirus Network		Statewide HDHP/HSA/HRA		Aspirus HDHP/HSA/HRA	
		In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network
Annual Deductible	Individual	\$1,000	\$4000	\$2,500	\$5,000	\$2,000	\$4,000	\$2,000	\$4,000
	Family	\$2,000	\$8000	\$5,000	\$10,000	\$4,000	\$8,000	\$4,000	\$8,000
				Employee responsible for \$750 Employee/\$1,500 Family; City contributes \$1,750 Employee/\$3,500 Family to Health Reimbursement Account(HRA)		Employee responsible for \$1,400 Employee/\$2,800 Family; City contributes \$600 Employee/\$1,200 Family to Health Reimbursement Account (HRA)		Employee responsible for first \$1,400 Employee/\$2,800 Family in accordance with IRS Guidelines. (If Employee contributes to the HSA, City will match the contribution annually up to \$600 Employee/\$1,200 Family. The City's payments will be made quarterly to the HSA account) City contributes \$600 Employee/\$1,200 Family to Health Reimbursement Account (HRA) after the Employee has met the \$1,400/\$2,800 minimum deductible	
Coinsurance		80%	60%	90%	70%	90%	70%	100%	70%
Out-of-Pocket (includes deductible and coinsurance)	Individual	\$3,000	\$8,000	\$3,500	\$8,000				
	Family	\$6,000	\$16,000	\$7,000	\$16,000				
Maximum Out-of-Pocket MOOP (includes deductible, coinsurance and all copayments (med & Rx))									
Individual		\$6,450		\$6,450		\$2,500	\$8,000	\$2,000	\$7,000
Family		\$12,900		\$12,900		\$5,000	\$16,000	\$4,000	\$14,000
Preventive Care		No Cost Share; plan pays 100%	Deductible/Coinsurance	No Cost Share; plan pays 100%	Deductible/Coinsurance	No Cost Share; plan pays 100%	No Coverage	No Cost Share; plan pays 100%	No Coverage
Physician Office Services									
Primary Physician Office Visit		No Copay; subject to Deductible/Coinsurance	No Copay; subject to Deductible/Coinsurance	\$25 copay then Deductible/Coinsurance	Deductible/Coinsurance	Deductible, then \$25 copay and 90% Coinsurance	Deductible/Coinsurance	Deductible then 100%	Deductible/Coinsurance
Specialist Physician Office Visit		No Copay; subject to Deductible/Coinsurance	No Copay; subject to Deductible/Coinsurance	\$50 copay then Deductible/Coinsurance	Deductible /Coinsurance	Deductible, then \$50 copay and 90% Coinsurance	Deductible/Coinsurance	Deductible then 100%	Deductible/Coinsurance

	Statewide PPO		HRA Plan Aspirus Network		Statewide HDHP/HSA/HRA		Aspirus HDHP/HSA/HRA	
	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network
Emergency Room	\$100 Copay (no deductible) then plan pays 80% (Copay waived if admitted)		\$100 Copay (no deductible) then plan pays 90% (Copay waived if admitted)		Deductible, then plan pays 90%		Deductible, then plan pays 100%	
Prescription Drugs	<u>Retail</u>	<u>Mail Order</u>	<u>Retail</u>	<u>Mail Order</u>	<u>Retail</u>	<u>Mail Order</u>	<u>Retail</u>	<u>Mail Order</u>
Preventive Medications (refer to list)	Plan pays 100% (no deductible or copay)	Plan pays 100% (no deductible or copay)	Plan pays 100% (no deductible or copay)	Plan pays 100% (no deductible or copay)	Plan pays 100% (no deductible or copay)		Plan pays 100% (no deductible or copay)	
Deductible	No Deductible		No Deductible		Subject to Medical Deductible then copayments apply as below		Subject to Medical Deductible then plan pays 100%	
Tier 1	\$5	\$10	\$5	\$10	\$0	\$0	\$0	\$0
Tier 2	\$20	\$40	\$20	\$40	\$25	\$50	\$0	\$0
Tier 3	\$40	\$80	\$40	\$80	\$40	\$80	\$0	\$0

See Certificate of Coverage for full policy details including limits and exclusions – for a copy see Human Resources
 To identify an in-network provider, go to www.wpsic.com

Your Cost in 2015

Employee Monthly Contributions				
	Statewide PPO	Aspirus HRA	Statewide HDHP/HSA/HRA	Aspirus HDHP/HSA/HRA
Single	\$81.35	\$68.41	\$69.01	\$0.00
Family	\$242.54	\$217.02	\$212.56	\$0.00

Statewide

PPO Single: \$677.88 Family: \$2,021.19

HRA Plan Aspirus Network PPO Single: \$570.10 Family: \$1808.59

Statewide H.S.A./HRA Plan Single: \$ 575.09 Family: \$1771.33

Aspirus HDHP Plan Single: \$503.21 Family: \$ 1549.91

**City of Wausau= Union, Fire, Police and Metro
Protective Services
Medical Plan Options - WPS
January 1, 2015**

	Statewide PPO		HRA Plan Aspirus Network		Statewide HDHP/HSA/HRA		Aspirus HDHP/HSA/HRA	
	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network
Annual Deductible								
Individual	\$1,000	\$4000	\$2,500	\$5,000	\$2,000	\$4,000	\$2,000	\$4,000
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			Employee responsible for \$750 Employee/\$1,500 Family; City contributes \$1,750 Employee/\$3,500 Family to Health Reimbursement Account(HRA)		Employee responsible for \$1,400 Employee/\$2,800 Family; City contributes \$600 Employee/\$1,200 Family to Health Reimbursement Account (HRA)		Employee responsible for first \$1,400 Employee/\$2,800 Family in accordance with IRS Guidelines. (If Employee contributes to the HSA, City will match the contribution annually up to \$600 Employee/\$1,200 Family. The City's payments will be made quarterly to the HSA account) City contributes \$600 Employee/\$1,200 Family to Health Reimbursement Account (HRA) after the Employee has met the \$1,400/\$2,800 minimum deductible	
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	Statewide PPO		HRA Plan Aspirus Network		Statewide HDHP/HSA/HRA		Aspirus HDHP/HSA/HRA	
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Deductible	No Deductible		No Deductible		Subject to Medical Deductible then copayments apply as below		Subject to Medical Deductible then plan pays 100%	
Tier 1	\$5	\$10	\$5	\$10	\$0	\$0	\$0	\$0
Tier 2	\$20	\$40	\$20	\$40	\$25	\$50	\$0	\$0
Tier 3	\$40	\$80	\$40	\$80	\$40	\$80	\$0	\$0

See Certificate of Coverage for full policy details including limits and exclusions – for a copy see Human Resources
 To identify an in-network provider, go to www.wpsic.com

Your Cost in 2015 Police/Fire/Metro Union Employees are responsible for 12% of the premium. The City of Wausau pays the remaining 88%.

Employee Monthly Contributions				
	Statewide PPO	Aspirus HRA	Statewide HDHP/HSA/HRA	Aspirus HDHP/HSA/HRA
Single	\$81.35	\$68.41	\$69.01	\$60.39
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CITY OF WAUSAU, 407 Grant Street, Wausau, WI 54403

ORDINANCE OF COMMON COUNCIL

Amending Ordinance No. 497-15B (annexing territory from the Town of Stettin to the City of Wausau (Travis Bruch – 4212 Hilltop Avenue)

Committee Action:

Ordinance Number: 497-15B

Fiscal Impact:

Pursuant to state law, a payment will be made to the Town of Stettin for their tax share loss for a period of five years. This payment will be offset by the new taxes generated on the annexation.

File Number: 15-0809

Date Introduced: October 27, 2015

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

Section 1. Territory Annexed. In accordance with Chapter 66, Wisconsin Statutes, and the petition for direct annexation signed by Travis Bruch and Rebecca Bruch 100 percent of the owners and electors of the land now located in the Town of Stettin, Marathon County, Wisconsin, and being a part of the Wausau School District, the following described land is hereby annexed to the City of Wausau:

Part of the SW¹/₄ of the NW¹/₄, Section 28, Township 29 North, Range 7 East, Town of Stettin, Marathon County, Wisconsin, described as follows:

Commencing at the Southwest corner of said SW¹/₄ of the NW¹/₄; thence East, along the South line of said SW¹/₄ of the NW¹/₄, 360 feet to the East line of Lot 1 of Certified Survey Map No. 7295 recorded in the office of Register of Deeds for Marathon County in Volume 28 of Certified Survey Maps on page 68 extended Southerly, the point of beginning:

Thence continuing East, along said South line and along the existing boundary of the City of Wausau, 100 feet to a line 460 feet East of and parallel with the West line of said SW¹/₄ of the NW¹/₄; thence North, along said parallel line and along the existing boundary of the City of Wausau, 241 feet to the South line of said Lot 1; thence West, along said South line, 100 feet to the east line of said Lot 1; thence South, along said East line and said East line extended Southerly, 241 feet to said South line of the SW¹/₄ of the NW¹/₄, the point of beginning.

Section 2. Effect of Annexation. From and after the date of publication of this ordinance, the territory described in Section 1 shall be a part of the City of Wausau and remain a part of the Wausau School District for any and all purposes provided by law, and all persons coming or residing within such territory shall be subject to all ordinances, rules and regulations governing the City of Wausau, and governing the School District.

Section 3. Zoning Classifications. Zoning of the within real estate shall be pursuant to Section 23.04.040, Zoning of Annexed Lands, of the Wausau Municipal Code.

Section 4. Aldermanic District and Population of Annexed Area. The territory described in Section 1 of this ordinance is hereby made a part of the 9th Aldermanic District and the 37th Ward of the City of Wausau, subject to the ordinances, rules and regulations of the city, county, and state, governing districts.

The population of the annexed territory is four (4).

Section 5. The State of Wisconsin, Department of Administration, has favorably reviewed the annexation and found it not to be against the public interest.

Section 6. Agreement to Pay Town Taxes. The City shall pay to the Town of Stettin all necessary property taxes that are due and owing pursuant to the provisions of Section 66.0217(14) of the Wisconsin Statutes.

Section 7. Severability. If any provision of this ordinance is invalid or unconstitutional, or if the application of this ordinance to any person or circumstance is invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the other provisions or applications of this ordinance, which can be given effect without the invalid or unconstitutional provision or application.

Section 8. Effective Date. This ordinance shall take effect upon passage and publication as provided by law.

Adopted:
Approved:
Published:
Attest:

Approved:

James E. Tipple, Mayor

Attest:

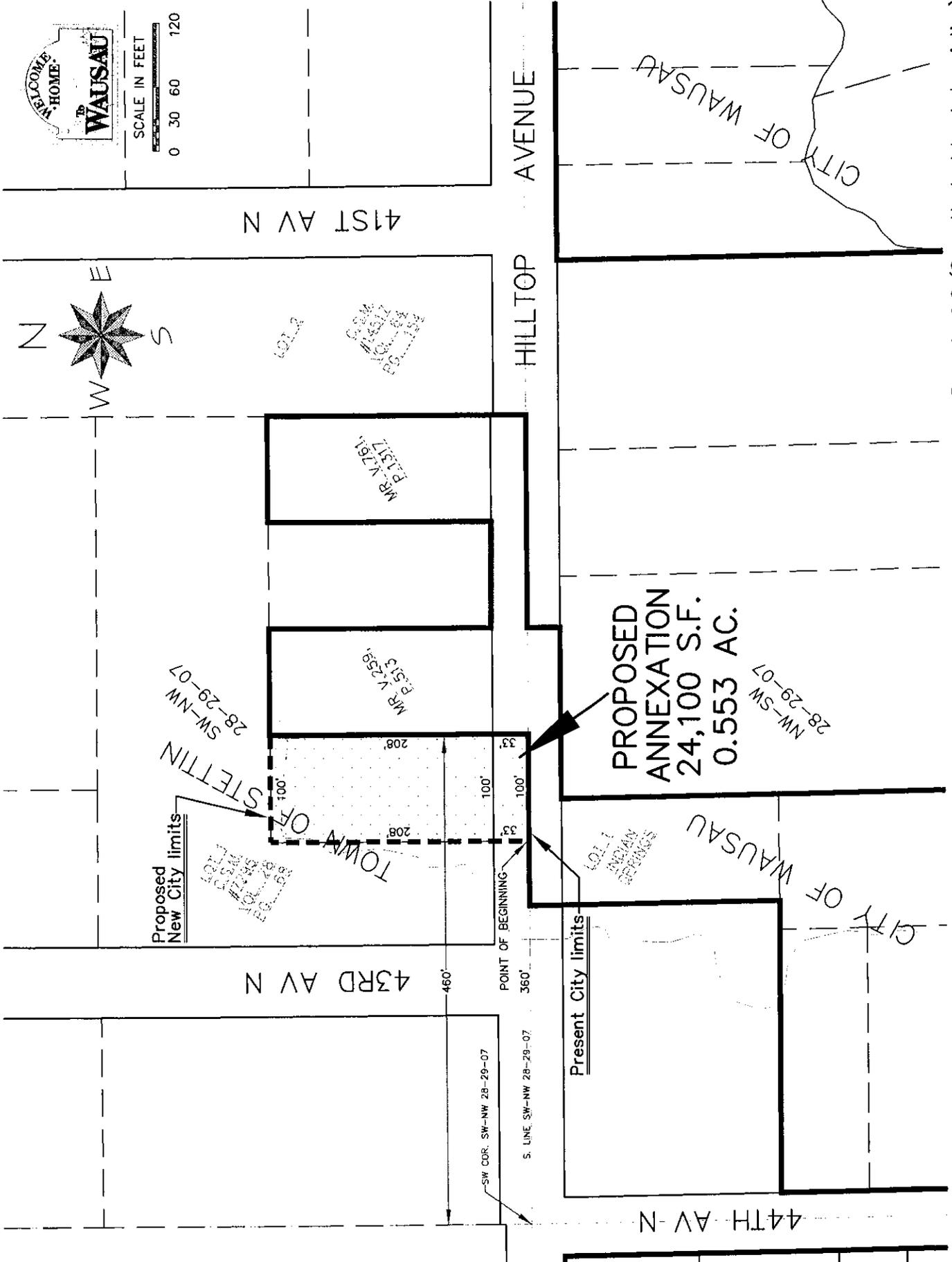
Toni Rayala, Clerk



CITY CLERK – CUSTOMER SERVICES

**CLERK’S REPORT TO COMMON COUNCIL
October 27, 2015**

AGENDA ITEM
Amending Ordinance #497-15B that was adopted September 22, 2015 and published September 25, 2015 (annexing territory from the Town of Stettin to the City of Wausau - 4212 Hilltop Avenue).
ADDITIONAL INFORMATION
<p>The adopted ordinance #497-15B labeled the annexed territory (4212 Hilltop Avenue) as an addition to Ward 25, in error. Because the annexed territory comes from a different Assembly District, a new ward should have been created.</p> <p>This correction only affects the Ward number for voting purposes.</p>
STAFF RECOMMENDATION
<p>Correct and adopt the amended Ordinance #497-15B to identify the annexed territory as Ward 37.</p> <p>Please let me know if you have any questions regarding this correction.</p> <p>Toni Rayala, City Clerk Date of Report: October 16, 2015 (715) 261-6620</p>



RESOLUTION OF THE FINANCE COMMITTEE	
Approving contract for residential building inspection services between the City of Wausau and City of Schofield	
Committee Action:	Pending
Fiscal Impact:	Revenue to the city of \$50 per inspection and \$28 per plan review
File Number:	15-1013
Date Introduced:	October 27, 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>One-time Costs:</i>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
	<i>Recurring Costs:</i>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
SOURCE	<i>Fee Financed:</i>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
	<i>Grant Financed:</i>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
	<i>Debt Financed:</i>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
	<i>TID Financed:</i>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
	<i>TID Source: Increment Revenue</i> <input type="checkbox"/>		
<i>Funds on Hand</i> <input type="checkbox"/>			<i>Interfund Loan</i> <input type="checkbox"/>

RESOLUTION

WHEREAS, the City of Schofield has contacted the City of Wausau to inquire whether they would be interested in performing residential building permitting and inspection services for Schofield; and

WHEREAS, since September 1, 2015, the City of Wausau Inspection Department has provided inspection service to Schofield; and

WHEREAS, your Finance Committee, at their October 27, 2015 meeting, discussed and approved entering into a contract with the City of Schofield for residential building permitting and inspection services at a rate of \$50 per inspection and \$28 per plan review for a period beginning September 1, 2015 through December 31, 2015; and

WHEREAS, the Schofield City Council will take action on this contract at their November meeting.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Wausau that the proper City officials are hereby authorized and directed to execute the contract for inspection services between the City of Wausau and City of Schofield which is attached hereto and incorporated herein by reference.

Approved:

James E. Tipple, Mayor



Memorandum

From: William D. Hebert *WDH*
To: Finance Committee
Date: 10/19/2015
Re: City of Schofield – Residential Permitting and Inspections Contract

Purpose: To obtain your approval for a contract with the city of Schofield to provide residential permitting and inspection services.

Facts / Considerations:

Schofield Mayor Hoehn contacted Mayor Tipple to gauge the city of Wausau's interest in providing permitting and inspections services. Schofield's part-time building inspector retired at the end of August. Since September 1, 2015, our department has provided inspection service to Schofield at a rate of \$50 per inspection.

Once a contract is signed and Schofield updates their fee schedule, the inspections division would apply the same fee schedule that Wausau residents currently pay. Our fees are based off of square footage. This method seems to be the most fair and often reflects the amount of time required for inspections.

The inspections and permitting software system is soon to go-live. When staff negotiated that contract we reserved the right to utilize the system for permitting and inspection of surrounding municipalities. The transition should have minimal issues.

Recommendation: Your approval is requested for:

Contract with the city of Schofield to provide permitting and inspections services for residential construction.

Impact:

The history of permits over the last 2 years were reviewed and estimated to take 50 inspections over the course of a year. The estimated revenue would be \$3,000.

Coordination:

Inspections staff has worked closely with City Attorney Anne Jacobson, Schofield's Public Works Director Mark Thuot, and Schofield's Attorney Shane Vanderwaal in developing a contract.

Cc: Jim Tipple, Mayor
Eric Lindman, DPW & Utilities Director
Anne Jacobson, City Attorney

CONTRACT FOR INSPECTION SERVICES

THIS AGREEMENT entered into this ____ day of _____, 2015, by and between the CITY OF WAUSAU, a municipal corporation of the State of Wisconsin, hereinafter referred to as "WAUSAU" and the CITY OF SCHOFIELD, a municipal corporation of the State of Wisconsin, hereinafter referred to as "SCHOFIELD":

WITNESSETH:

WHEREAS, WAUSAU presently operates a Zoning and Inspection Division of the Department of Public Works and Utilities and employs properly credentialed inspectors; and

WHEREAS, SCHOFIELD acknowledges that pursuant to Section 62.17 of the Wisconsin Statutes that it has enacted and currently enforces a building code ordinance, which requires it to provide or to contract for the provision of inspection services during all phases of residential construction; and

WHEREAS, SCHOFIELD desires to utilize, for its city, WAUSAU's residential inspection services, and WAUSAU agrees to provide residential construction inspection services to SCHOFIELD all upon certain terms and conditions as hereinafter enumerated.

NOW, THEREFORE, the parties hereto agree as follows:

1. **TERM.** WAUSAU shall provide the following residential inspection services within the corporate boundaries of SCHOFIELD for a period beginning September 1, 2015 through December 31, 2015. This contract shall not automatically renew.
2. **SCOPE.** Subject to the provisions hereinafter contained in this contract, WAUSAU shall provide, upon request, inspection services during all phases of residential construction, including, but not limited to, building, HVAC, plumbing and electrical, to SCHOFIELD, and the service shall be provided to any person or entity within SCHOFIELD needing such inspection service.
3. **FEES.** WAUSAU shall be paid \$50 per inspection plus \$28 for plan review by the following means:
 - A) A contractor and/or individual engaging in residential construction within the City of Schofield shall first obtain a zoning certificate from the City of Schofield;
 - B) The contractor and/or individual shall then present the zoning certificate to the City of Wausau for the issuance of a building permit, which fee for said permit shall be paid to WAUSAU, as the issuing authority by the City of Schofield, upon invoice for the same, within 30 days of receipt; and
 - C) WAUSAU shall then perform and issue a final building inspection, and forward the report of such inspection to SCHOFIELD.

4. TERMINATION. WAUSAU or SCHOFIELD shall each have the option at any time during the term of this contract to terminate this contract upon sixty (60) days' written notice to the other party.
5. HOLD HARMLESS. WAUSAU agrees to defend, hold harmless, indemnify, release and forever discharge SCHOFIELD from and against any and all judgments, damages, losses, costs, claims, expenses, suits, demands, actions and/or causes of action of any kind or of any nature, which may be sustained by reason of damage to any property or damages or injury to any person or persons or death to any person or persons, or by reason of any other liability imposed by law or by anything or by anyone else upon SCHOFIELD, as the result of and/or due to WAUSAU's inspection operations which are the subject of this contract and/or as a result of and/or due to the existence of this contract, except such of the foregoing as are due, and to the extent due, to the sole negligence or intentional act of SCHOFIELD or its employees; and specifically included within this hold harmless are attorneys fees and other costs of defense which may be sustained by and/or occasioned to SCHOFIELD and/or any of SCHOFIELD's employees, agents, officers and designees, whether appointed, hired or elected.
6. NOTICE. Notice pursuant to this contract shall be given in the case of WAUSAU to the City Clerk of the City of Wausau, 407 Grant Street, Wausau, Wisconsin 54403-4783, and in the case of SCHOFIELD, to the City Clerk of the City of Schofield, 200 Park, Schofield, Wisconsin, 54476.

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

CITY OF WAUSAU BY:

James E. Tipple, Mayor

Toni Rayala, Clerk

CITY OF SCHOFIELD BY:

Kregg Hoehn, Mayor

Lisa Quinn, Clerk

RESOLUTION OF THE FINANCE COMMITTEE	
Authorizing City staff to insource pet licensing processing beginning with the January 2016 licensing season and offer pet licensing and data management services to the Village of Weston	
Committee Action:	
Fiscal Impact:	Annual Expense savings of \$23,500
File Number:	12-1007
Date Introduced:	October 27, 2015

FISCAL IMPACT SUMMARY			
COSTS	<i>Budget Neutral</i>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Savings of approximately
	<i>Included in Budget:</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<i>Budget Source: Budget Transfer</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 checked="" type="checkbox"/>	<i>Amount:</i>
SOURCE	<i>Fee Financed:</i>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<i>Amount:</i>
	<i>Grant Financed:</i>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<i>Amount:</i>
	<i>Debt Financed:</i>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<i>Amount</i> <i>Annual Retirement</i>
	<i>TID Financed:</i>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<i>Amount:</i>
	<i>TID Source: Increment Revenue</i> <input type="checkbox"/> <i>Debt</i> <input type="checkbox"/> <i>Funds on Hand</i> <input type="checkbox"/> <i>Interfund Loan</i> <input type="checkbox"/>		

WHEREAS, the City of Wausau and the Village of Weston entered into a contract with PetData beginning with the 2013 pet licensing season with the fee structure established at \$3.90 per license, and

WHEREAS, this service offered efficient 24/7 online application processing and other data management services which were considered very desirable; and

WHEREAS, in 2015, the City of Wausau purchased permitting and licensing software that provides similar online licensing and licensing search capabilities along with additional benefits such as integration with our GIS/mapping software; and

WHEREAS, the City’s new software will offer other online licensing and permit options such as building permits, residential fire pit permits, bartender licenses and rental license permits; and

WHEREAS, the PetData contract terminates on November 4, 2015; and insourcing the pet license processing utilizing the new licensing software will save the City the contract fees totaling approximate \$23,000 annually; and provide enhanced data management capabilities; and

WHEREAS, resumption of in-house services will not negatively impact multi-jurisdictional animal control services

WHEREAS, City officials have the ability to provide licensing services to the Village and Town of Weston for the 2016 licensing season if these municipalities are interested and find it is in their best interest;

NOW THEREFORE BE IT RESOLVED by the Common Council of the City of Wausau that the advantages provided by the acquisition of the new software makes it in the best interests of the City to resume the in-house processing of pet licenses beginning with the 2016 pet licensing season;

BE IT FURTHER RESOLVED, that the City of Wausau is willing to provide pet licensing and related data management services to the Village and Town of Weston;

Approved:

James E. Tipple, Mayor

PUBLIC HEALTH & SAFETY COMMITTEE

Date and Time: Monday, September 21, 2015 at 5:15 pm, (Council Chambers)

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

Members Excused: Gisselman

Others Present: Alfonso, Hardel, Kujawa, Rayala, Groat, Ray Neupert

Discussion and possible action regarding termination or non-renewal of PetData contract and adoption of in-house program. (Groat)

Maryanne Groat stated PetData sends out the renewal notices at the beginning of each licensing season to those that have current licenses. They work with the veterinarians who provide their database of individuals who bring in pets for vaccinations and they also provide online licensing as well as by phone and through the mail. She indicated we are spending approximately \$24,000 per year for those services. Groat stated the city recently purchased new permitting and licensing software for the Inspections Department and it has a module for clerk's type of licensing. This software will be used for our licensing and it has a pretty significant online component to it. She noted the city is still licensing about 45% of the pets at the counter at City Hall or via mail to us, and we pay \$3.90 per license whether it is done here or online. She suggested terminating the relationship with PetData and do it ourselves in-house. Alfonso noted the contract with PetData expires on its own on November 4, 2015, but suggested sending a courtesy letter informing them we were not going to exercise one of our two one-year options to renew.

Groat indicated she has a meeting with IT tomorrow at which time some testing could be done to make sure we all think it works well. Wagner suggested giving Weston a rebate on the \$3.90 per license charge to encourage them to go along with us. Rasmussen noted Weston has gone 100% PetData and doesn't sell licenses across the counter at all anymore. Wagner questioned if we would offer Weston residents the ability to either call us or go online for their pet licenses. Rasmussen suggested placing a link for Weston residents to access our system.

Groat stated if there was some uncertainty they could also decide to stay with PetData one more year to give time get the licensing program implemented and further along and contemplate it again next year.

Motion by Wagner, second by Neal to direct staff to continue to pursue an in-house pet licensing process and pending a positive outcome of research and interaction with Weston, forward it to Finance Committee at the proper time to make the change. Motion carried 4-0.