



OFFICIAL NOTICE AND AGENDA - REVISED

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

Meeting of the: **COMMON COUNCIL OF THE CITY OF WAUSAU**
 Date/Time: **Tuesday, April 12, 2016 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: **AmeriCorps - Steve Frodl**

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	Resolutions and Ordinances	ACT
16-0301		Minutes of previous meeting(s). (3/01/2016)	
16-0403		Confirmation of Mayor's Appointments	
16-0108	PH&S	Resolution approving or denying various licenses as indicated	Approved 4-0
16-0404	ED	Resolution approving sale of 710 Jefferson Street	Approved 5-0
16-0405	ED	Resolution approving sale of 919 Jefferson Street	Approved 5-0
16-0406	ED	Resolution approving sale of 402 Chicago Avenue	Approved 4-1
80-1146	ED	Resoution Authorizing the transfer of former City right-of-way and City-owned land at the end of the former South 80th Avenue to Wayne & Deborah Johnson to allow access to the new realigned roadway.	Approved 4-0
11-1214	ED & FIN	Joint Resolution Approving the purchase of 120 Scott Street and the related promissory note of \$1,609,779 with the Judd S Alexander Foundation and the modification to the 2016 Budget	Approved 5-0 Approved 5-0
16-0410	ED & FIN	Joint Resolution approving the City to sell approximately 1.9 acres and provide construction loan financing to Blenker Companies, Inc. for the construction of the River East Brownstones project in the vicinity of 3rd and 2nd Streets at Short Street and related Budget Modification	Approved 5-0 Approved 5-0
15-1109	FIN	Resolution Approving Modification of the 2016 Budget - Capital Project Funds and General Fund	Approved 5-0
15-1109	FIN	Resolution authorizing modification of the 2016 budget for the purchase and installation of an Exhaust System in the City fire stations funded 90% with grant funds.	Approved 5-1
15-1109	FIN	Resolution Authorizing modification of the 2016 budget for the installation of Sidewalk on the corner of 4th and Scott Street	Approved 4-0-1
16-0407	FIN	Resolution approving the election of the OMB Circular 2 CFR Part 200.141(f) Indirect Cost Rate De Minimus Election of 10%	Approved 5-0
16-0408	FIN	Resolution Authorizing a Community Development Application for Wisconsin Housing and Economic Development Authority (WHEDA) Foundation Grant	Approved 5-0
16-0409	FIN	Resolution approving termination of contract between VGSI and CCITC for assessment software	Failed 2-3
Suspend the Rule 1(D) Transmission of Committee Business to Council for the items marked pending committee action - (2/3 Vote required)			
16-0316A	FIN	Resolution Awarding the Sale of \$8,825,000 General Obligation Promissory Notes, Series 2016A	Pending
16-0316B	FIN	Resolution Awarding the Sale of \$6,630,000 General Obligation Corporate Purpose Bonds, 2016B	Pending
16-0316C	FIN	Resolution Awarding the Sale of \$4,755,000 Taxable General Obligation Community Development Bonds, Series 2016C	Pending
16-0214	FIN	Resolution Approving alleged claim for recovery of unlawful tax – Achieve Center, Inc. (520 N. 28th Avenue)	Pending

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

Awards & Comments (Mayor Tipple)

Adjournment

Signed by James E. Tipple, Mayor

This Notice was posted at City Hall and faxed to the Daily Herald newsroom on 4/08/16 @ 3:30 pm. Questions regarding this agenda may be directed to the City Clerk.

OFFICIAL PROCEEDINGS OF THE WAUSAU COMMON COUNCIL
held on Tuesday, March 1, 2016, at 7:00 pm in the Council Chambers at City Hall.
Mayor Tipple presiding.

Roll Call

03/01/2016 7:07:51 PM

Roll call indicated 11 members present.

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

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

- 1) Dennis Smith, 3516 Polzer Dr, spoke in opposition to the Live It Up Wausau initiative and urged Council to delay voting until further consideration is given and more information is available.
- 2) Mark Craig, 814 Adams St, commented on the perceived dysfunction at City Hall between the Mayor, City Attorney, and Council. He was concerned about how it reflected on the city and hoped that it would be resolved in a positive way.

Communications and Committee Reports

- 1) Abitz stated there would be no Parking & Traffic Committee for the month of March.
- 2) Wagner stated the three grievances brought forth by employees are in the process of Step 3 and are going to be on the next HR Committee agenda. He was distressed that he had nowhere to turn for advice, but the committee will hear all sides and if necessary, consider hiring an outside attorney.

Consent Agenda

03/01/2016 7:22:00 PM

Motion by Nutting, second by Abitz to adopt all items on the Consent agenda as presented:

16-0308 Resolution of the Plan Commission approving a conditional use at 725 Woods Place to allow for construction of a private airplane hangar to cover 3,984 square feet at the Wausau Downtown Airport, in a R2, Single Family Residence District.

16-0108 Resolution of the Public Health & Safety Committee approving or denying various licenses as indicated.

Yes Votes: 11 No Votes: 0 Result: PASS

16-0303

03/01/2016 7:22:54 PM

Motion by Neal, second by Nutting to confirm the Mayor's appointments to the Citizens Advisory Committee – Community Development Block Grant.

Yes Votes: 11 No Votes: 0 Result: PASS

16-0304

03/01/2016 7:24:14 PM

Motion by Wagner, second by Rasmussen to adopt a Joint Resolution of the Human Resources and Finance Committees authorizing Compensation Plan Adjustment - Internal Alignment for Fire Department Battalion Chiefs.

Yes Votes: 11 No Votes: 0 Result: PASS

16-0305

03/01/2016 7:25:25 PM

Motion by Rasmussen, second by Wagner to adopt a Joint Resolution of the Human Resource and Finance Committees authorizing Compensation Plan Adjustment - Internal Alignment for Police Department Captains.

Yes Votes: 11 No Votes: 0 Result: PASS

16-0306

03/01/2016 7:26:38 PM

Motion by Kellbach, second by Rasmussen to adopt a Joint Resolution of the Human Resource and Finance Committees authorizing Compensation Plan Adjustment - Internal Alignment for Police Department Lieutenants.

Yes Votes: 11 No Votes: 0 Result: PASS

04-0306

03/01/2016 7:28:17 PM

Motion by Abitz, second by Nutting to adopt a Resolution by the Human Resource Committee authorizing bargaining agreement between City of Wausau and Amalgamated Transit Union, AFL-CIO Local 1168 for July 1, 2015 - June 30, 2017

Yes Votes: 11 No Votes: 0 Result: PASS

16-0307

03/01/2016 7:57:36 PM

Motion by Rasmussen, second by Neal to adopt a Resolution of the Finance Committee allocating the soon to be announced Live It Up Program \$130,000 and marketing resources not to exceed \$20,000 from Tax Increment Financing District #2 funds previously approved for the improvement of housing stock.

Chris Schock explained the city has a long history of creating down-payment assistance funds; however, this new program is an effort to diversify the pool of resources, to receive employer contributions, private donations and to utilize the TIF #2 resources which have already been designated for housing improvements. It is not a new taxing district or a new tax upon anyone. He indicated there have been many meetings on it and they are continuing to refine it. It is meant for any employee in the city whether blue or white collar; it is a no interest loan with a provision to forgive part of the payment for housing improvements. He indicated the program is on the website in detail. *Council discussion followed.*

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

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

15-1109

03/01/2016 7:59:26 PM

Motion by Rasmussen, second by Abitz to adopt a Resolution of the Finance Committee authorizing modification of the 2016 Budget for Legal Fees. Needs 2/3 votes (8 votes minimum)

Yes Votes: 11 No Votes: 0 Result: PASS

15-1109

03/01/2016 8:00:22 PM

Motion by Nutting, second by Neal to adopt a Resolution of the Finance Committee authorizing modification of the 2015 budget. Needs a 2/3 vote (8 votes minimum)

Yes Votes: 11 No Votes: 0 Result: PASS

04-0212 Table

03/01/2016 8:11:16 PM

Motion by Winters, second by Mielke to table the Resolution of the Finance Committee authorizing an intergovernmental services agreement between the City of Wausau and the Town of Stettin whereby the City of Wausau would provide fire and EMS services to the Town of Stettin - until the October 2016 - 2017 budget.

Chief Kujawa indicated she spoke with SAFER District and the Town of Maine regarding what the Council wanted and they have decided to keep their fees the same. The Town of Stettin has decided not to renegotiate the contract and to go ahead and contract with SAFER and the Town of Maine.

Rasmussen commented she was concerned that we were losing an opportunity to build a bridge with two municipalities of which we have had some serious difficulty in working with before. She questioned if we had lost the opportunity or if we could still get in on the arrangement. Mayor Tipple indicated there may be another opportunity for this in 2017.

Vote on motion to table:

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

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

04-0212

03/01/2016 8:13:23 PM

Motion by Mielke, second by Nutting to adopt the Resolution by the Finance Committee authorizing and intergovernmental services agreement between the City of Wausau and the Town of Stettin whereby the City of Wausau would provide fire and EMS services to the Town of Stettin.

Yes Votes: 0 No Votes: 11 Abstain: 0 Not Voting: 0 Result: FAIL

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

16-0220

03/01/2016 8:46:26 PM

Motion by Rasmussen, second by Mielke to adopt a Resolution of the Committee of the Whole approving the reporting authority and the reporting chain of command for the City Attorney to be altered from the date of the Council meeting February 23, 2016 until April 19, 2016, the City Attorney will report to the City Council, not the Mayor. **Vetoed by the Mayor on 2/25/16 - Requires 2/3 Vote to Override.*

Wagner was concerned that changing the reporting chain of command was in essence, picking sides, before hearing both sides of the grievance case. Mayor Tipple read his prepared comments on the newspaper article regarding his veto actions and on the atmosphere at City Hall.

Rasmussen stated the Council's intent with altering the reporting relationship was to bring calm to the work environment, so the City Attorney can work productively and get her work done between now and April 19, 2016. *Council comments followed.*

Vote to override veto:

Yes Votes: 8 No Votes: 3 Abstain: 0 Not Voting: 0 Result: PASS

<u>District</u>	<u>Aldersperson</u>	<u>Vote</u>
1	Nagle, William	YES
2	Wagner, Romey	NO

3	Nutting, David E.	NO
4	Neal, Tom	NO
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

16-0222

03/01/2016 9:07:51 PM

Motion by Rasmussen, second by Abitz to adopt a Resolution of the Committee of the Whole directing the Human Resources Director to turn over all papers and all communications with Attorney Dean Dietrich to City Attorney. *Vetoed by Mayor on 2/25/2016 - Requires 2/3 Vote to Override

HR Director Myla Hite, stated in an email to her the City Attorney requested a copy of a file from Attorney Dietrich. Hite stated she did not have a "file" from him, but was happy to show the City Attorney any documents in her possession that she wants to see.

Yes Votes: 11 No Votes: 0 Result: PASS

16-0223

03/01/2016 9:23:55 PM

Motion by Rasmussen, second by Mielke to adopt a Resolution of the Committee of the Whole to hire and investigator and authorize the City Attorney to contract CVMIC [Cities and Villages Mutual Insurance Company, The City's Insurance company] to find an investigator who would be recommended to the City Council. This recommended investigator would be someone who has no prior knowledge or working relationship with any of the parties involved or city staff. *Vetoed by Mayor on 2/25/2016 - Requires 2/3 Vote to Override

Vote to override veto:

Yes Votes: 11 No Votes: 0 Result: PASS

Items from Addendum #2:

16-0221

03/01/2016 9:49:16 PM

Motion by Abitz, second by Rasmussen to add to the scope of the independent investigation to be undertaken pertaining to the Metro Ride Incident Report to include: a complete accounting of communications by all involved; a timeline of events; whether the process undertaken in the November fact find was appropriate; whether the subsequent report generated was an appropriate response to the incident; whether employee handbook policy was appropriately applied; whether the report was a complete analysis of workplace environments; whether the hiring of outside legal counsel appropriately done within our procurement policy; and an assessment of the February 8, 2016 legal opinion rendered by the City Attorney.

Yes Votes: 11 No Votes: 0 Result: PASS

16-0220 Amendment

03/01/2016 10:02:23 PM

Motion by Rasmussen, second by Winters to amend the previously adopted Resolution of the Council regarding clarification of the reporting chain of command for the City Attorney, in reporting to the Common Council, for the duration of the Mayor's term of office - that the Council President to be the contact person for the City Attorney.

Rasmussen felt they needed a contact person, such as the Council President, for the attorney to report to rather than the entire Council, who could then communicate with us as necessary. Neal questioned if this would jeopardize any ongoing city business that would normally be conducted between city attorney and mayor and/or something that would overly burden Mr. Mielke. Jacobson indicated she would still be informing the Mayor of anything that he needed to be informed of. Gisselman did not want this to interfere in any way with the investigation.

Yes Votes: 11 No Votes: 0 Result: PASS

16-0220

03/01/2016 10:03:00 PM

Motion by Rasmussen, second by Winters to adopt the resolution of the Committee of the Whole regarding the reporting authority and the reporting chain of command for the City Attorney to be altered from the date of the Council meeting February 23, 2016 until April 19, 2016, the City Attorney will report to the City Council, not the Mayor, as amended on Council floor.

Yes Votes: 11 No Votes: 0 Result: PASS

16-0223 Discussion

Motion by Mielke, second by Abitz for discussion and possible action on the recommendation of an independent investigator by Cities and Villages Mutual Insurance Company and regarding the hiring of an independent investigator with no prior knowledge or working relationship with any parties involved or of city staff in the handling of the Metro Ride Incident and its related investigation.

Jacobson stated the individual recommended CVMIC has provided an engagement letter with a rate of \$230 per hour, however there is no defined scope yet, which will need to be negotiated and inserted into the letter before it is executed. Rasmussen commented it appears this particular attorney's specialty areas do employ the disciplines that we are looking for. Neal questioned where the funds were coming from and Groat indicated they would come from the Attorney's Office budget.

Oberbeck wanted it to be treated as a request for services and that they list out a system of tasks that they are going to perform for us, such as review of legal documents, review of emails, etc., along with a timeline of completion. He suggested the directive be that this information and the final fee be brought back to the Council within four weeks. Rasmussen indicated she would be willing to make the call to the attorney with this directive. Oberbeck added it should go directly to Finance Committee if the fee is estimated to be over \$25,000.

16-0223 Amendment

03/01/2016 10:14:30 PM

Motion by Rasmussen, second by Mielke to hire Attorney Anthony S. Wachewicz, III, J.D., of Davis & Kuelthau, S.C., Green Bay; and to direct Rasmussen to discuss with him the task list, timeline, and estimated fee; and if the fee is over \$25,000 to forward to Finance Committee on March 8, 2016.

Yes Votes: 11 No Votes: 0 Result: PASS

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

- 1) Mayor Tipple congratulated the Fire Department, Chief Kujawa and Ms. Rasmussen for a recent award - Public Official Partner.
- 2) Tipple announced Jeremy Ray has been appointed as the Interim City Assessor for a period of up to six months. There will be an operational efficiency study of the department.

Winters proposed a motion to to adopt the draft resolution he put forward this evening regarding refereeing an investigation by the District Attorney. Second by Oberbeck. Gisselman called a point of order that this resolution was presented to us tonight and was not agendized and therefore could not be acted on. He also noted we were already beyond action items and we are into public comment. Winters requested they at least table it to another meeting. Gisselman felt a motion to table would also be out of order because it was not brought forward from an appropriate committee. No action was taken.

Adjourn

03/01/2016 10:27:46 PM

Motion by Neal, second by Nutting to adjourn Common Council meeting. Motion carried unanimously. Meeting adjourned at 10:27 pm.

James E. Tipple, Mayor
Toni Rayala, City Clerk

CONFIRMATION OF MAYOR'S APPOINTMENTS

to Boards, Commissions and Committees: *Ethics Board*

File Number: 16-0403

Date Introduced: April 12, 2016

Ethics Board

Sue Lang (N) *Replacing Sherri Braeger	1708 Garfield Ave	Unexpired Term 4/30/18	715-571-7717
David Pehler (N) *Replacing Joe Hoppa	142 Eau Claire Blvd	Unexpired Term 4/30/18	715-849-1000

- (N) Individual is filling the unexpired term of a former member
- (1) Individual is in their own 1st full term
- (#) Designates the term number appointed to

Approved:

James E. Tipple, Mayor

BIO FROM SUSAN LANG

From: Susan Lang
Sent: Friday, April 1, 2016 4:47 PM
To: kathi.groeschele@ci.wausau.wi.us
Subject: Susan Lang - Ethics Committee

Hi Kathi,
I received your voice mail yesterday.

Bio info:

Personal :: Married with two grown sons. Husband Roger is the owner of Lang Well Drilling Company
I grew up living in Mosinee and after college moved to Wausau.

I have worked and owned manufacturing businesses in the Wausau area for the last 34 years. My business experience is in running wood products based companies.

Currently I am co - owner of From the Forest, LLC . We manufacture wood flooring that is sold through out North America. We Employ 80 people.

Over the years I have been in leadership roles as a volunteer with the Chamber of Commerce, Mc Devco, United Way, PAF , Wausau School district and Boy Scouts of America.
If you need more info then the above just let me know.

Susan Lang

VP & General Manager

FROM THE FOREST , LLC

9004 Progress Way | Weston,WI 54476

715-359-2627 ext 4

715-571 -7717 cell

<http://www.fromtheforest.com>

March 31, 2016

Received in the Mayor's Office via email from David Piehler

BIOGRAPHY

David A. Piehler

David A. Piehler is the president of Piehler and Strande, S.C. He is a lifelong resident of Wausau, and has practiced law in Wausau for 36 years. He is also a Registered Professional Engineer. Both of his professions require annual continuing education, including ethics studies. He is a past member of the city's Airport Committee. He was a member of the Wausau Community Development Authority Commission from 2002 to 2014, and served as its chair from 2008 to 2014.

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

RESOLUTION OF THE PUBLIC HEALTH & SAFETY COMMITTEE

Approving or Denying Various Licenses as Indicated

Committee Action: Approved 4-0

Fiscal Impact: None

File Number: 16-0108

Date Introduced: April 12, 2016

FISCAL IMPACT SUMMARY

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

RESOLUTION

WHEREAS, your Public Health and Safety Committee considered certain license applications at its March 21, 2016 meeting and has made recommendations that are attached hereto in the meeting minutes and recommends these actions to the Council for its approval, now therefore

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

Approved:

James E. Tipple, Mayor

CLERK'S REPORT TO PUBLIC HEALTH & SAFETY COMMITTEE

March 21, 2016 Meeting

AGENDA ITEM

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

ADDITIONAL INFORMATION

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

1. Three Operator License applications recommended for denial by Chief Hardel: **Bobbie Jo Burk** – Drug related felony conviction 2007; **Leslie Ziegel** – Felony OWI hit & run great bodily harm; and **Tara Hoppe** – Felony Bail jumping conviction 2013.
Two Public Transport Driver License applications were recommended for denial: **Keion Jives** – Numerous drug related felonies 2006, 2008, 2009; **David Williams** - Numerous felonies to include homicide, firearms and sex offender registry
2. Renewal of the Class B Beer & Liquor license for Wisconsin College Baseball LLC, dba Wisconsin Woodchucks, Athletic Park. (1/2 Year license runs April 15, 2016 – October 15, 2016)
3. Renewal of 1 Year - Mobile Vending license for: Hanuman Mobile Catering LLC, Urban Street Bistro LLC, and WISH Steakhouse.
4. Class I Special Events: Wausau 400 Block Party (Central WI Musicians Guild – Matt Paulson); Memorial Day Parade (Veterans Committee); Courthouse Veterans Memorial Dedication (Hmong American Center), Summerfun 2016 (Holy Name), Beer & Bacon Fest (Wausau Events); and Summer Race Series (Wausau Kayak & Canoe)
5. Class II Special Events: March for Racial Justice (First UU Church); Girls on the Run of the Northwoods-Franklin Elementary School 5k; and First Thursdays (Wausau River District)
6. Class III events include a private wedding ceremony and Elk's Flag Day Ceremony.

STAFF RECOMMENDATION

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

Mary Goede, Deputy Clerk

Date of Report: March 19, 2016

(715) 261-6620

PUBLIC HEALTH & SAFETY COMMITTEE

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

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

Members Not Present: Wagner

Others Present: Alfonso, Barnes, Bishop, Rayala, Hebert, Kujawa, Goede

Consider various license applications.

Rasmussen stated there were five applications that were recommended for denial: Operator's Licenses for: Bobbi Jo Burk, Tara Hoppe and Leslie Ziegel; Public and Transport Driver Licenses for: Keion Jives and David Williams. It was noted that Ziegel, Jives and Williams were not present.

Bobbi Burk, 1002 N 2nd Ave, stated that her record was from seven years ago and she has not had any problems since then. She indicated she was trying to leave an abusive situation and the job was helping her to do that. She noted the position was for the closing hours and requires that she work alone and have a license. Rasmussen noted the offense was a felony conviction.

Tara Hoppe, 631 Nina Ave, indicated she has a Town of Berlin license and has worked at Schmidt's Ballroom for two years. She acknowledged she made mistakes and got into trouble, but it has been almost four years since then. She indicated she was still on probation and had to pay her restitution; she wanted an extra job to accomplish that. Rasmussen noted the City of Wausau had stricter criteria than the surrounding townships.

Rasmussen stated the Holy Name 2016 Summerfun event was requesting to be allowed to let the band play until 11:00 pm. She noted they have been doing this in the past and there have not been any complaints to her knowledge. Cpt. Barnes stated the most complaints received regarding noise were from events on The 400 Block. He confirmed there is no record of any complaint against the Holy Name Summerfun and historically they have played music until 11:00 pm. Consensus was to allow Holy Name Summerfun to let the music play until 11:00 pm., with the sound being turned down at 10:30 pm.

Goede indicated The 400 Block Party event was requesting an 11:00 pm stop time for music as well. Rasmussen stated this is the 2nd annual for The 400 Block Party event and Matt Paulson was present to speak to it. Paulson stated they played until 10:40 pm last year and he would agree to turn the volume down at 10:40 and end right at 11:00 pm. Rasmussen pointed out Lt Baeten objected to the 11:00 pm end time and suggested a 10:00 pm end time to mitigate further noise after the hours of amplified music. Gisselman felt that we have to be consistent with the time we expect bands to conclude the music on the 400 Block and that has been 10:30 pm. Consensus was the music must stop at 10:30 pm.

Neal requested that the license for Bobbi Jo Burk be voted on separately from the list.

Motion by Neal, second by Gisselman to approve or deny all licenses on the list as recommended by staff. Motion carried 4-0.

Neal asked for clarification as to the reason for denial by Chief Hardel. Barnes indicated it was for a felony conviction for manufacture/delivery of drugs, which is an automatic denial. Neal noted it was nine years ago so he was willing to give her a chance.

Motion by Neal, second by Gisselman to approve the Operator's License for Bobbi Jo Burk. Motion failed 2-2.

HEALTH AND SAFETY LIST
ALL LICENSES
MARCH 21, 2016

REPORT ID: LRSS301
RUN DATE: 4/06/16
RUN TIME: 11:08:23

<u>NAME</u> <u>ADDRESS</u>	<u>RECORD</u> <u>YEAR</u>	<u>APPLICATION</u> <u>DATE</u>	<u>EVENT START</u> <u>DATE</u>	<u>EXPIRATION</u> <u>DATE</u>	<u>REVOCAATION</u> <u>DATE</u>	<u>BUSINESS NAME</u>	<u>LICENSE TYPE</u>	* <u>APR</u>	<u>DEN</u>	<u>PEN</u>	<u>OWES</u> <u>DEBT</u>
WISCONSIN COLLEGE BASEBALL LLC PO BOX 6157 WAUSAU, WI 54402-6157	2016	3/14/2016	4/15/2016	10/15/2016		WISCONSIN WOODCHUCKS	CLASS B BEER & LIQUOR	1/2	___	___	___
AMBASSADORS CLUB OF WAUSAU CHA PO BOX 6190 WAUSAU, WI 54402-6190	2016	3/02/2016	3/10/2016	3/10/2016		BUSINESS PM - MC HIS	TEMP CLASS B RETAILER	___	___	___	___
AMBASSADORS CLUB OF WAUSAU CHA PO BOX 6190 WAUSAU, WI 54402-6190	2016	3/15/2016	4/29/2016	4/29/2016		E3YP SPEAKER CRAWL	TEMP CLASS B RETAILER	___	___	___	___
AMBASSADORS CLUB OF WAUSAU CHA PO BOX 6190 WAUSAU, WI 54402-6190	2016	3/21/2016	4/30/2016	4/30/2016		E3YP GRILL & CHILL O	TEMP CLASS B RETAILER	___	___	___	___
AMBASSADORS CLUB OF WAUSAU CHA PO BOX 6190 WAUSAU, WI 54402-6190	2016	3/21/2016	5/12/2016	5/12/2016		BUS PM - WAUSKIN MED	TEMP CLASS B RETAILER	___	___	___	___
BURNS POST 388 VFW 388 RIVER DR PO BOX 388 WAUSAU, WI 54402-0388	2016	2/08/2016	8/02/2016	8/07/2016		WISCONSIN VALLEY FAI	TEMP CLASS B RETAILER	___	___	___	___
HOLY NAME OF JESUS PARISH 1104 S 9TH AVE WAUSAU, WI 54401	2016	3/07/2016	6/03/2016	6/05/2016		SUMMERFUN 2016	TEMP CLASS B RETAILER	___	___	___	___
MID STATE SISTERS OF SKATE C/O KRISTIN CONWAY 222 RADTKE ST SCHOFIELD, WI 54476	2016	2/10/2016	7/09/2016	7/10/2016		UFFDA PALOOZA 2016	TEMP CLASS B RETAILER	___	___	___	___
NEWMAN CATHOLIC SCHOOLS BOOSTE ATTN: JILL MABRY 1130 W BRIDGE ST WAUSAU, WI 54401	2016	3/08/2016	4/09/2016	4/09/2016		CABIN FEVER	TEMP CLASS B RETAILER	___	___	___	___
WAUSAU EVENTS 316 SCOTT ST WAUSAU, WI 54403	2016	3/02/2016	9/24/2016	9/24/2016		BEER & BACON FEST	TEMP CLASS B RETAILER	___	___	___	___
BACKLUND, AMANDA L 110 N 120TH AVE #414 MARATHON, WI 54448	2015	2/22/2016		6/30/2016		THE STORE #62	OPERATOR NEW	___	___	___	___
BAKER, ELIZABETH A 924 MARQUARDT RD WAUSAU, WI 54403	2015	3/14/2016		6/30/2016		WALGREEN'S STORE #07	OPERATOR NEW	___	___	___	___
BALZ, SHEA L 1401 WOODWARD AVE ROTHSCHILD, WI 54474	2015	3/04/2016		6/30/2016		R STORE #7	OPERATOR NEW	___	___	___	___

* ALL APPROVED
UNLESS OTHERWISE
MARKED.

HEALTH AND SAFETY LIST
ALL LICENSES
MARCH 21, 2016REPORT ID: LRS5301
RUN DATE: 4/06/16
RUN TIME: 11:08:23

<u>NAME</u> <u>ADDRESS</u>	<u>RECORD</u> <u>YEAR</u>	<u>APPLICATION</u> <u>DATE</u>	<u>EVENT START</u> <u>DATE</u>	<u>EXPIRATION</u> <u>DATE</u>	<u>REVOCATION</u> <u>DATE</u>	<u>BUSINESS NAME</u>	<u>LICENSE TYPE</u>	<u>APR</u>	<u>DEN</u>	<u>PEN</u>	<u>OWES</u> <u>DEBT</u>
BREUER, SARAH A 1930 11TH AVE APT 13 WAUSAU, WI 54401	2015	3/03/2016		6/30/2016		GREENWOOD HILLS	OPERATOR NEW	---	---	---	---
BURK, BOBBIE JO 1002 N 2ND AVE WAUSAU, WI 54401	2015	2/11/2016		6/30/2016		PINE RIDGE WAUSAU LL	OPERATOR NEW	---	X	---	---
COOPER, ELSIE M 621 FOREST ST WAUSAU, WI 54403	2015	2/17/2016		6/30/2016		R STORE #7	OPERATOR NEW	---	---	---	---
DAHLVIG, CATHERENE E 1527 1/2 VOLKMAN ST SCHOFIELD, WI 54476	2016	3/15/2016		6/30/2017		R STORE #5	OPERATOR NEW	---	---	---	---
DUBERSTEIN, PAYTON L 115 N 5TH AVE WAUSAU, WI 54401	2015	2/10/2016		6/30/2016		WAGNER SHELL 4611	OPERATOR NEW	---	---	---	---
FERNSTAEDT, AMY D 1506 METRO DR APT 11 SCHOFIELD, WI 54476	2016	2/22/2016		6/30/2017		DAY'S BOWL-A-DOME	OPERATOR NEW	---	---	---	---
GARCIA-ROGERS, PAULA A 509 7TH ST WAUSAU, WI 54403	2015	3/10/2016		6/30/2016		R STORE #6	OPERATOR NEW	---	---	---	---
HERNANDEZ, GABRIELLA A 902 1/2 S 4TH AVE WAUSAU, WI 54401	2016	2/22/2016		6/30/2017		THE STORE #62	OPERATOR NEW	---	---	---	---
HURTIS, LAUREN C 10825 ROLLING MEADOWS LN WAUSAU, WI 54401	2015	2/09/2016		6/30/2016		LOPPNOW'S SPORTS BAR	OPERATOR NEW	---	---	---	---
KAZDA, CURT M 110 MARGUERITE ST SCHOFIELD, WI 54476	2015	3/14/2016		6/30/2016		QUALITY FOODS	OPERATOR NEW	---	---	---	---
LEWITZKE, LINDSEY 3110 WARWICK DR WESTON, WI 54476	2015	2/17/2016		6/30/2016		WAUSAU EVENTS	OPERATOR NEW	---	---	---	---
MISHLER, COREY J 408 CHICAGO AVE WAUSAU, WI 54403	2015	2/22/2016		6/30/2016		R STORE #8	OPERATOR NEW	---	---	---	---
O'KEEFE, STEVEN J 512 S 52ND AVE WAUSAU, WI 54401	2015	2/29/2016		6/30/2016		WAUSAU CURLING CENTE	OPERATOR NEW	---	---	---	---
PERUSHEK, KATHERINE A 2016 BONNEY OAK DR KRONENWETTER , WI 54455	2015	3/14/2016		6/30/2016		CVS/PHARMACY #10172	OPERATOR NEW	---	---	---	---

HEALTH AND SAFETY LIST
ALL LICENSES
MARCH 21, 2016REPORT ID: LRS5301
RUN DATE: 4/06/16
RUN TIME: 11:08:23

<u>NAME</u> <u>ADDRESS</u>	<u>RECORD</u> <u>YEAR</u>	<u>APPLICATION</u> <u>DATE</u>	<u>EVENT START</u> <u>DATE</u>	<u>EXPIRATION</u> <u>DATE</u>	<u>REVOCATION</u> <u>DATE</u>	<u>BUSINESS NAME</u>	<u>LICENSE TYPE</u>	<u>APR</u>	<u>DEN</u>	<u>PEN</u>	<u>OWES</u> <u>DEBT</u>
RASE, ZACHARY D 433 WEST HARDING AVE STEVENS POINT, WI 54481	2015	2/19/2016		6/30/2016		BUFFALO WILD WINGS	OPERATOR NEW	---	---	---	---
SCHACHTSCHNEIDER, ERIC F 1235 N 3RD AVE APT 7 WAUSAU, WI 54401	2015	3/11/2016		6/30/2016		WAGNER SHELL 4611	OPERATOR NEW	---	---	---	---
STOCKMAN, KATIE E T6932 N TROY ST WAUSAU, WI 54403	2015	2/17/2016		6/30/2016		KWIK TRIP #601	OPERATOR NEW	---	---	---	---
STOLZ, AMANDA J 1519 SPRING ST SCHOFIELD, WI 54476	2016	3/04/2016		6/30/2017		COP SHOPPE PUB	OPERATOR NEW	---	---	---	---
ZIEGEL, LESLIE A 2513 GOWEN ST WAUSAU, WI 54403	2015	2/23/2016		6/30/2016		KWIK TRIP #851	OPERATOR NEW	---	X	---	---
BIESEL, FRANK R 1002 S 6TH AVE WAUSAU, WI 54401	2016	3/01/2016	8/02/2016	8/07/2016		WISCONSIN VALLEY FAI	OPERATOR TEMPORARY	---	---	---	---
HEIER, MICHAEL J 4480 RIVER DR PLOVER, WI 54467	2016	2/10/2016	7/09/2016	7/10/2016		UFFDA PALOOZA 2016	OPERATOR TEMPORARY	---	---	---	---
KURTZWEIL, JODI F 817 HENRIETTA ST WAUSAU, WI 54403	2016	3/07/2016	6/03/2016	6/05/2016		SUMMERFUN 2016	OPERATOR TEMPORARY	---	---	---	---
MEVERDEN, HENRY F 811 13TH DR WAUSAU, WI 54403	2016	3/01/2016	8/02/2016	8/07/2016		WISCONSIN VALLEY FAI	OPERATOR TEMPORARY	---	---	---	---
PETTIT, JACK M 1309 BISSELL ST APT #3 MOSINEE, WI 54455	2016	3/01/2016	8/02/2016	8/07/2016		WISCONSIN VALLEY FAI	OPERATOR TEMPORARY	---	---	---	---
POESKE, JASON A 825 SMITH ST STEVENS POINT, WI 54481	2016	2/10/2016	7/09/2016	7/10/2016		UFFDA PALOOZA 2016	OPERATOR TEMPORARY	---	---	---	---
SOUTHWORTH, DANIEL G E20883 ST HWY 52 ANIWA, WI 54408	2016	3/01/2016	8/02/2016	8/07/2016		WISCONSIN VALLEY FAI	OPERATOR TEMPORARY	---	---	---	---
CHAMBERLAIN, CASSANDRA J 900 MCCLELLAN ST #1 WAUSAU, WI 54403	2015	3/02/2016	3/02/2016	6/30/2017		ANGELO'S PIZZA VILLA	OPERATOR - LAPSED RENEWAL	---	---	---	---

HEALTH AND SAFETY LIST
ALL LICENSES
MARCH 21, 2016REPORT ID: LRSS301
RUN DATE: 4/06/16
RUN TIME: 11:08:23

<u>NAME</u> <u>ADDRESS</u>	<u>RECORD</u> <u>YEAR</u>	<u>APPLICATION</u> <u>DATE</u>	<u>EVENT START</u> <u>DATE</u>	<u>EXPIRATION</u> <u>DATE</u>	<u>REVOCATION</u> <u>DATE</u>	<u>BUSINESS NAME</u>	<u>LICENSE TYPE</u>	<u>APR</u>	<u>DEN</u>	<u>PEN</u>	<u>OWES</u> <u>DEBT</u>
HOPPE, TARA L 631 NINA AVE WAUSAU, WI 54403	2016	2/10/2016		6/30/2018		JIM'S CORNER PUB	OPERATOR - LAPSED RENEWAL		X		
MEADE, JAMIE J 211 JOYCE ST WAUSAU, WI 54401	2015	2/22/2016		6/30/2017		KRIST FOOD MART #89	OPERATOR - LAPSED RENEWAL				
WESTFALL, TAMMY R 2330 COUNTY RD S EDGAR, WI 54426	2015	2/10/2016		6/30/2017		PINE RIDGE WAUSAU LL	OPERATOR - LAPSED RENEWAL				
CENTER RING CIRCUS, INC 8051 N TAMiami TR STE C-4, BOX 52 SARASOTA, FL 34243	2016	3/02/2016	3/18/2016	3/19/2016		CENTER RING CIRCUS	PUBLIC EXHIBITION 1 DAY				
HANUMAN MOBILE CATERING LLC CHUMPOT RATANAWONG 1508 FRANKLIN ST WAUSAU, WI 54403	2016	3/02/2016	4/01/2016	3/31/2017		HANUMAN EXPRESS	MOBILE VENDOR - 1 YEAR				
URBAN STREET BISTRO LLC 919 EDGEWOOD RD WAUSAU, WI 54403	2016	2/25/2016	4/01/2016	3/31/2017		URBAN STREET BISTRO	MOBILE VENDOR - 1 YEAR				
WISH STEAKHOUSE 5006 EAST JELINEK STREET WESTON, WI 54476	2016	3/03/2016	4/01/2016	3/31/2017		WISH STEAKHOUSE	MOBILE VENDOR - 1 YEAR				
BAGUHN, JESSICA 736 EAU CLAIRE BLVD WAUSAU, WI 54403	2016	3/07/2016	1/01/2016	12/31/2016		JESSICA BAGUHN	PET FANCIER PERMIT				
BOLKA-MEYER, AELAYNA N 1010 ADAMS STREET WAUSAU, WI 54403	2016	3/04/2016	1/01/2016	12/31/2016		BOLKA-MEYER, AELAYNA	PET FANCIER PERMIT				
HEIL, CRYSTAL R 807 GRANT ST WAUSAU, WI 54403	2016	3/08/2016	1/01/2016	12/31/2016		CRYSTAL HEIL	PET FANCIER PERMIT				
JOHNSON, JENNIFER 705 N 14TH ST WAUSAU, WI 54403	2016	3/14/2016	1/01/2016	12/31/2016		JENNIFER JOHNSON	PET FANCIER PERMIT				
KERSTEN, KELLY 702 JEFFERSON ST WAUSAU, WI 54403	2016	2/22/2016	1/01/2016	12/31/2016		KELLY KERSTEN	PET FANCIER PERMIT				
KHAMMANIVANG, HEATHER 1508 PEARSON STREET WAUSAU, WI 54401	2016	3/04/2016	1/01/2016	12/31/2016		HEATHER KHAMMANIVANG	PET FANCIER PERMIT				

HEALTH AND SAFETY LIST
ALL LICENSES
MARCH 21, 2016REPORT ID: LRS530I
RUN DATE: 4/06/16
RUN TIME: 11:08:23

<u>NAME</u> <u>ADDRESS</u>	<u>RECORD</u> <u>YEAR</u>	<u>APPLICATION</u> <u>DATE</u>	<u>EVENT START</u> <u>DATE</u>	<u>EXPIRATION</u> <u>DATE</u>	<u>REVOCATION</u> <u>DATE</u>	<u>BUSINESS NAME</u>	<u>LICENSE TYPE</u>	<u>APR</u>	<u>DEN</u>	<u>PEN</u>	<u>OWES</u> <u>DEBT</u>
KRUKOWSKI, KATHY J 723 E WAUSAU AVE WAUSAU, WI 54403	2016	2/17/2016	1/01/2016	12/31/2016		KATHY KURKOWSKI	PET FANCIER PERMIT	---	---	---	---
LINKE, HOPE 1312 W THOMAS ST WAUSAU, WI 54401	2016	2/17/2016	1/01/2016	12/31/2016		1312 W THOMAS ST	PET FANCIER PERMIT	---	---	---	---
PETERSON, GREG & KATHY 1210 PINE ST WAUSAU, WI 54401	2016	3/01/2016	1/01/2016	12/31/2016		LIVVY (37922), ROSIE	PET FANCIER PERMIT	---	---	---	---
RHYNER, TAMMY J 612 S 22ND AVE WAUSAU, WI 54401	2016	3/09/2016	1/01/2016	12/31/2016		TAMMY RHYNER	PET FANCIER PERMIT	---	---	---	---
SCHWINN, MOLLY L 1214 PARCHER ST WAUSAU, WI 54403	2016	2/23/2016	1/01/2016	12/31/2016		MOLLY SCHWINN	PET FANCIER PERMIT	---	---	---	---
STOLZMAN, BRIAN S 3420 HORSESHOE SPRING RD WAUSAU, WI 54403	2016	2/16/2016	1/01/2016	12/31/2016		BRIAN STOLZMAN	PET FANCIER PERMIT	---	---	---	---
TOMLINSON, DEBRA M 204 N 1ST AVE WAUSAU, WI 54401	2016	3/11/2016	1/01/2016	12/31/2016		DEBRA TOMLINSON	PET FANCIER PERMIT	---	---	---	---
WEYENBERG, BARBARA G 1206 ARTHUR ST WAUSAU, WI 54403	2016	2/23/2016	1/01/2016	12/31/2016		BARB WEYENBERG	PET FANCIER PERMIT	---	---	---	---
WISCHMEYER, SAMANTHA J 3825 TROY ST WAUSAU, WI 54403	2016	3/16/2016	1/01/2016	12/31/2016		SAMANTHA WISCHMEYER	PET FANCIER PERMIT	---	---	---	---
CENTRAL WISCONSIN MUSICIANS GU C/O MATT PAULSON 6004 EDWARDS ST WAUSAU, WI 54401	2016	3/07/2016	7/30/2016	7/30/2016		WAUSAU 400 BLOCK PAR	SPECIAL EVENT CLASS 1	---	---	---	---
CITY OF WAUSAU VETERANS COMMIT 407 GRANT STREET WAUSAU, WI 54403	2016	3/07/2016	5/28/2016	5/28/2016		MEMORIAL DAY PARADE	SPECIAL EVENT CLASS 1	---	---	---	---
HMONG AMERICAN CENTER 1109 6TH ST WAUSAU, WI 54403	2016	3/07/2016	5/21/2016	5/21/2016		COURTHOUSE VETERANS	SPECIAL EVENT CLASS 1	---	---	---	---
HOLY NAME OF JESUS PARISH 1104 S 9TH AVE WAUSAU, WI 54401	2016	3/07/2016	6/03/2016	6/05/2016		SUMMERFUN 2016	SPECIAL EVENT CLASS 1	---	---	---	---

HEALTH AND SAFETY LIST
ALL LICENSES
MARCH 21, 2016REPORT ID: LRS530I
RUN DATE: 4/06/16
RUN TIME: 11:08:23

<u>NAME</u> <u>ADDRESS</u>	<u>RECORD</u> <u>YEAR</u>	<u>APPLICATION</u> <u>DATE</u>	<u>EVENT START</u> <u>DATE</u>	<u>EXPIRATION</u> <u>DATE</u>	<u>REVOCATION</u> <u>DATE</u>	<u>BUSINESS NAME</u>	<u>LICENSE TYPE</u>	<u>APR</u>	<u>DEN</u>	<u>PEN</u>	<u>OWES</u> <u>DEBT</u>
WAUSAU EVENTS 316 SCOTT ST WAUSAU, WI 54403	2016	3/07/2016	9/24/2016	9/24/2016		BEER & BACON FEST	SPECIAL EVENT CLASS 1	___	___	___	___
WAUSAU KAYAK CANOE CORPORATION 1803 STEWART AVE, #13 WAUSAU, WI 54401	2016	3/02/2006	5/14/2016	9/18/2016		SUMMER RACE SERIES	SPECIAL EVENT CATEGORY 1	___	___	___	___
DOWNTOWN WAUSAU CHURCHES FIRST UU CHURCH 504 GRANT ST WAUSAU, WI 54403	2016	2/22/2016	5/01/2016	5/01/2016		MARCH FOR RACIAL JUS	SPECIAL EVENT CLASS II	___	___	___	___
GOTR - FRANKLIN ELEMENTARY SCH C/O JENNIFER AUNE 1509 N 5TH ST WAUSAU, WI 54403	2016	3/03/2016	5/14/2016	5/14/2016		GIRLS ON THE RUN OF	SPECIAL EVENT CLASS II	___	___	___	___
WAUSAU RIVER DISTRICT, INC 316 SCOTT ST WAUSAU, WI 54403	2016	2/20/2016	5/05/2016	9/01/2016		FIRST THURSDAYS	SPECIAL EVENT CLASS II	___	___	___	___
WAUSAU ELKS LODGE #248 414 SCOTT ST WAUSAU, WI 54403	2016	3/03/2016	6/14/2016	6/14/2016		FLAG DAY CEREMONY	SPECIAL EVENT CLASS III	___	___	___	___
COIL, JEFFREY M 716 FULTON ST #2 WAUSAU, WI 54403	2015	2/26/2016	7/01/2015	6/30/2016		NORTHWOODS CAB	PUBLIC TRANS DRIVER-NEW	___	___	___	___
HENDRICKSON, LINDA G 1106 E GRAND AVE RM7 ROTHSCHILD, WI 54474	2015	2/24/2016	7/01/2015	6/30/2016		ALL AMERICAN TAXI	PUBLIC TRANS DRIVER-NEW	___	___	___	___
JIVES, KEION F 317 S 8TH AVE WAUSAU, WI 54401	2015	2/29/2016	7/01/2015	6/30/2016		NORTHWOODS CAB	PUBLIC TRANS DRIVER-NEW	___	X	___	___
MILLER, RANDY D 1910 SPRING ST ROTHSCHILD, WI 54474	2016	2/23/2016	7/01/2016	6/30/2017		NORTHWOODS CAB	PUBLIC TRANS DRIVER-NEW	___	___	___	___
MORRIS, NATHAN A 5206 SCOTT ST WESTON, WI 54476	2015	2/18/2016	7/01/2015	6/30/2016		NORTHWOODS CAB	PUBLIC TRANS DRIVER-NEW	___	___	___	___
PLISKA, KEITH A 211 ROSS AVENUE WAUSAU, WI 54403	2016	2/29/2016	7/01/2016	6/30/2017		NORTHWOODS CAB	PUBLIC TRANS DRIVER-NEW	___	___	___	___
SCHULTZ, KATHLEEN M 2700 MERRILL AVE WAUSAU, WI 54401	2016	3/09/2016	7/01/2016	6/30/2017		ALL AMERICAN TAXI	PUBLIC TRANS DRIVER-NEW	___	___	___	___

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

RESOLUTION OF THE ECONOMIC DEVELOPMENT COMMITTEE

Approving sale of 710 Jefferson Street

Committee Action: Approved 5 - 0

Fiscal Impact: Sale of the property will result in proceeds of \$5,000 minus closing costs

File Number: 16-0404

Date Introduced: April 12, 2016

FISCAL IMPACT SUMMARY

COSTS	<i>Budget Neutral</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	N/A – no costs	
	<i>Included in Budget:</i>	Yes <input type="checkbox"/> No <input type="checkbox"/>		
	<i>One-time Costs:</i>	Yes <input type="checkbox"/> No <input type="checkbox"/>		
	<i>Recurring Costs:</i>	Yes <input type="checkbox"/> No <input type="checkbox"/>	<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>TID Source: Increment Revenue <input type="checkbox"/> Debt Funds on Hand <input type="checkbox"/> Interfund Loan <input type="checkbox"/></i>			

WHEREAS, the City of Wausau purchased a blighted, foreclosed duplex from Integrity First Bank on June 7, 2013 utilizing the City’s Land Acquisition Account #150-231088310;

WHEREAS, the City, in connection with the Department of Public Works demolished the building, removed the debris and foundation, and performed final clean-up of the lot to make it ready for redevelopment/resale;

WHEREAS, through the City’s Property Disposition Program this property was targeted as a Redevelopment Property and was marketed according to the Property Disposition Program guidelines;

WHEREAS, an offer has been received from Joseph Zwifelhofer, owner of the adjacent property, in the amount of \$5,000 with plans to add this parcel onto his current parcel;

WHEREAS, The Economic Development Committee recommends to sell this property to Joseph Zwifelhofer in the amount of \$5,000 less appropriate closing costs;

NOW, THEREFORE, BE IT RESOLVED that the Common Council of the City of Wausau hereby approves the sale to Joseph Zwifelhofer in the amount of \$5,000;

BE IT FURTHER RESOLVED that the appropriate City officials are hereby authorized and directed to execute the necessary real estate documents for the conveyance of 710 Jefferson Street to Joseph Zwifelhofer and reimburse the City's Land Acquisition Account #150-231088310.

Approved:

James E. Tipple, Mayor

ECONOMIC DEVELOPMENT COMMITTEE

Time and Place: The Economic Development Committee met on Tuesday, March 8, 2016 at 6:30 p.m. in the 2nd floor Boardroom at City Hall, 407 Grant Street, Wausau

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

Others Present: Chris Schock, Ann Werth, Tammy Stratz, Travis Lepinski, MaryAnne Groat, Anne Jacobson, Dave Johnson, Kevin Korpela, Jeremy Ray, Karen Kellbach, other interested parties and the Media

DISCUSSION AND POSSIBLE ACTION ON THE PROPERTY DISPOSITION APPLICATIONS RECEIVED FOR 710 JEFFERSON STREET AND 919 JEFFERSON STREET

Stratz said we received two offers for properties on Jefferson St. 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 PROPERTY DISPOSITION APPLICATIONS RECEIVED FOR 710 JEFFERSON STREET AND 919 JEFFERSON STREET**

***DISCUSSION AND POSSIBLE ACTION ON PURCHASING/DEVELOPMENT OPPORTUNITIES AND COMMITMENTS REGARDING THE PROPERTY AT 120 SCOTT STREET**

***DISCUSSION AND POSSIBLE ACTION ON THE REQUEST FOR ASSISTANCE FOR THE PROPERTY AT 607 NORTH THIRD STREET**

Rasmussen motioned to go into closed session. Neal seconded. Roll call was done; all members were present.

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

Rasmussen motioned to move into open session. Wagner seconded and the motion carried unanimously 5-0.

Wagner motioned to accept the offer for 710 Jefferson St. Neal seconded and the motion carried unanimously 5-0.

Neal motioned to accept the offer as proposed for 919 Jefferson St. Wagner seconded and the motion carried unanimously 5-0.

Neal motioned to move forward on the purchase of 120 Scott St. Nutting seconded and the motion carried unanimously 5-0.

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

RESOLUTION OF THE ECONOMIC DEVELOPMENT COMMITTEE	
Approving sale of 919 Jefferson Street	
Committee Action:	Approved 5 - 0
Fiscal Impact:	Sale of the property will result in proceeds of \$1,500 minus closing costs
File Number:	16-0405
Date Introduced:	April 12, 2016

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

WHEREAS, the City of Wausau took over ownership of 919 Jefferson Street in lieu of foreclosure. Community Development utilized Neighborhood Stabilization Program Income funds for incidental expenses;

WHEREAS, through the City’s Property Disposition Program this property was targeted as a Redevelopment Property and was marketed according to the Property Disposition Program guidelines;

WHEREAS, an offer has been received from Kevin Koback, in the amount of \$1,500 with plans to perform extensive rehabilitation on this building and re-sell to an income qualifying homeowner according to the terms and conditions of Deed Restrictions that will be signed between Mr. Koback and the City of Wausau at closing;

WHEREAS, The Economic Development Committee recommends to sell this property to Kevin Koback in the amount of \$1,500 less appropriate closing costs;

NOW, THEREFORE, BE IT RESOLVED that the Common Council of the City of Wausau hereby approves the sale to Kevin Koback in the amount of \$1,500 under the terms of the Deed Restrictions.

BE IT FURTHER RESOLVED that the appropriate City officials are hereby authorized and directed to execute the necessary real estate documents for the conveyance of 919 Jefferson Street to Kevin

Koback and reimburse the Community Development's Neighborhood Revitalization Acquisition Account #136-336082390.

Approved:

James E. Tipple, Mayor

ECONOMIC DEVELOPMENT COMMITTEE

Time and Place: The Economic Development Committee met on Tuesday, March 8, 2016 at 6:30 p.m. in the 2nd floor Boardroom at City Hall, 407 Grant Street, Wausau

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

Others Present: Chris Schock, Ann Werth, Tammy Stratz, Travis Lepinski, MaryAnne Groat, Anne Jacobson, Dave Johnson, Kevin Korpela, Jeremy Ray, Karen Kellbach, other interested parties and the Media

DISCUSSION AND POSSIBLE ACTION ON THE PROPERTY DISPOSITION APPLICATIONS RECEIVED FOR 710 JEFFERSON STREET AND 919 JEFFERSON STREET

Stratz said we received two offers for properties on Jefferson St. 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 PROPERTY DISPOSITION APPLICATIONS RECEIVED FOR 710 JEFFERSON STREET AND 919 JEFFERSON STREET**

***DISCUSSION AND POSSIBLE ACTION ON PURCHASING/DEVELOPMENT OPPORTUNITIES AND COMMITMENTS REGARDING THE PROPERTY AT 120 SCOTT STREET**

***DISCUSSION AND POSSIBLE ACTION ON THE REQUEST FOR ASSISTANCE FOR THE PROPERTY AT 607 NORTH THIRD STREET**

Rasmussen motioned to go into closed session. Neal seconded. Roll call was done; all members were present.

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

Rasmussen motioned to move into open session. Wagner seconded and the motion carried unanimously 5-0.

Wagner motioned to accept the offer for 710 Jefferson St. Neal seconded and the motion carried unanimously 5-0.

Neal motioned to accept the offer as proposed for 919 Jefferson St. Wagner seconded and the motion carried unanimously 5-0.

Neal motioned to move forward on the purchase of 120 Scott St. Nutting seconded and the motion carried unanimously 5-0.

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

RESOLUTION OF THE ECONOMIC DEVELOPMENT COMMITTEE

Approving sale of 402 Chicago Avenue

Committee Action: Approved 4 -1

Fiscal Impact: Sale of the property will result in proceeds of \$500 minus closing costs

File Number: 16-0406

Date Introduced: April 12, 2016

FISCAL IMPACT SUMMARY

COSTS	<i>Budget Neutral</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	N/A – no costs	
	<i>Included in Budget:</i>	Yes <input type="checkbox"/> No <input type="checkbox"/>		
	<i>One-time Costs:</i>	Yes <input type="checkbox"/> No <input type="checkbox"/>		
	<i>Recurring Costs:</i>	Yes <input type="checkbox"/> No <input type="checkbox"/>	<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>TID Source: Increment Revenue</i> <input type="checkbox"/> <i>Debt Funds on Hand</i> <input type="checkbox"/> <i>Interfund Loan</i> <input type="checkbox"/>			

WHEREAS, the City of Wausau received the donation of property located at 402 Chicago Avenue on December 26, 2013;

WHEREAS, the City, in connection with the Department of Public Works demolished the building, removed the debris and foundation, and performed final clean-up of the lot to make it ready for redevelopment/resale;

WHEREAS, through the City’s Property Disposition Program this property was targeted as a Redevelopment Property and was marketed according to the Property Disposition Program guidelines;

WHEREAS, an offer has been received from Travis Teska, owner of the adjacent property, in the amount of \$500 with plans to add this parcel onto his current parcel, to add non-building amenities to this parcel, and will pay the upcoming special assessments associated with the road reconstruction along Chicago Avenue;

WHEREAS, The Economic Development Committee recommends to sell this property to Travis Teska in the amount of \$500 less appropriate closing costs with the agreement that the new owner will add the improvements to the lot as described in his proposal;

NOW, THEREFORE, BE IT RESOLVED that the Common Council of the City of Wausau hereby approves the sale to Travis Teska in the amount of \$500;

BE IT FURTHER RESOLVED that the appropriate City officials are hereby authorized and directed to execute the necessary real estate documents for the conveyance of 402 Chicago Avenue to Travis Teska.

Approved:

James E. Tipple, Mayor

ECONOMIC DEVELOPMENT COMMITTEE

Time and Place: The Economic Development Committee met on Thursday, April 7, 2016 at 4:30 p.m. in the 2nd floor Boardroom at City Hall, 407 Grant Street, Wausau

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

Others Present: Chris Schock, Tammy Stratz, Travis Lepinski, MaryAnne Groat, Anne Jacobson, Dave Johnson, Kevin Korpela, Jeremy Ray, Karen Kellbach, Dave Oberbeck, Frantz Group, Rob Mielke, Jason Blenker, other interested parties and the Media

In accordance with Chapter 19, Wisc. Stats., notice of this meeting was posted and sent to the Daily Herald in the proper manner.

DISCUSSION AND POSSIBLE ACTION ON THE PROPERTY DISPOSITION APPLICATION RECEIVED FOR 402 CHICAGO AVENUE

Neal motioned to approve the purchase of 402 Chicago Ave. as proposed. Nutting seconded and the motion carried 4-1 Rasmussen was the no vote.

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

RESOLUTION OF THE ECONOMIC DEVELOPMENT

Authorizing the transfer of former City right-of-way and City-owned land at the end of the former South 80th Avenue to Wayne & Deborah Johnson to allow access to the new realigned roadway.

Committee Action: Approved 4-0

Fiscal Impact: None.

File Number: 80-1146

Date Introduced: April 12, 2016

FISCAL IMPACT SUMMARY

COSTS	<i>Budget Neutral</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
	<i>Included in Budget:</i>	Yes <input type="checkbox"/> No <input type="checkbox"/>	<i>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 checked="" type="checkbox"/> No <input type="checkbox"/>	<i>Amount:</i>
SOURCE	<i>Fee Financed:</i>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<i>Amount:</i>
	<i>Grant Financed:</i>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<i>Amount:</i>
	<i>Debt Financed:</i>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<i>Amount:</i>
	<i>TID Financed:</i>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<i>Amount:</i>
	<i>TID Source: Increment Revenue <input type="checkbox"/> Debt <input type="checkbox"/> Funds on Hand <input type="checkbox"/> Interfund Loan <input type="checkbox"/></i>		

RESOLUTION

WHEREAS, the City realigned South 80th Avenue last year to facilitate the expansion of the Wausau Coated property; and

WHEREAS, the realigned roadway removed the frontage of the Johnson parcel to the public right-of-way; and

WHEREAS, the City can remedy this by conveying a portion of the former right-of-way to the Johnsons.

NOW, THEREFORE, BE IT RESOLVED, that the Common Council of the City of Wausau authorizes the proper City officials and staff to complete the transfer of the property referenced and described in Exhibit A to Wayne & Deborah Johnson.

Approved:

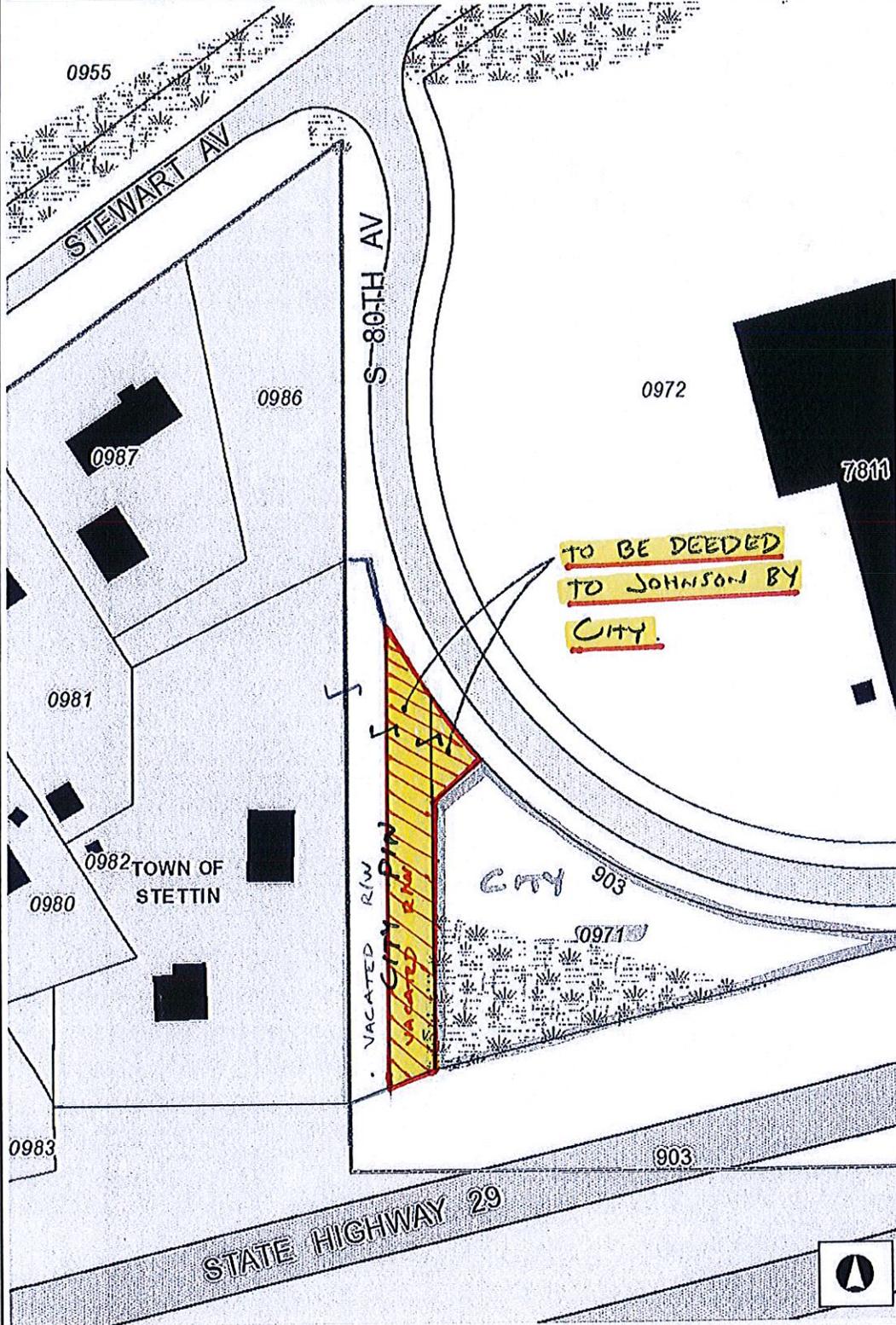
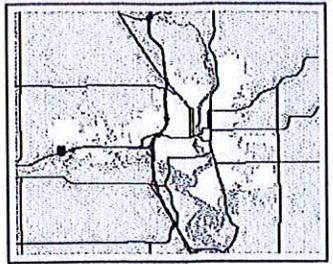
James E. Tipple, Mayor

LEGAL DESCRIPTION
Portion of 903 S. 80th Avenue
291-2906-361-0971
City to Johnson

Part of 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 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:

Commencing at a point on the Easterly line of said Certified Survey Map Number 1346, said point shown as Point A on said Certified Survey Map, and lying at the beginning of a 60 foot cul-de-sac as shown on said Certified Survey Map; thence along said cul-de-sac 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; thence North 75°47'22" West, 47.01 feet; thence South 88°36'09" West, 38.94 feet; thence South 51°47'38" West, 185.82 feet; thence South 63°48'13" West, 96.34 feet to the Northerly right-of-way of State Trunk Highway 29; thence South 75°48'49" West, along said Northerly right-of-way, 368.87 feet; thence North 68°40'36" West, 419.95 feet to the intersection of the West line of said Certified Survey Map Number 1346 and the Southwesterly right-of-way of South 80th Avenue as described in Document No. 1676713 recorded in the Office of Register of Deeds for Marathon County, the point of beginning;

Thence along said Southwesterly right of way and along the arc of a curve to the left having a chord bearing of South 37°37'07" East and a chord distance of 56.12 feet and a radius of 361.50 feet; thence South 49°30'54" West, 44.60 feet to said West line of Certified Survey Map Number 1346; thence South 0°15'37" East, along said West line, 251.31 feet to said Northerly right-of-way of State Trunk Highway 29; thence Westerly, along said Northerly right-of-way, to the West line of said Southwest ¼ of the Northeast ¼; thence North 0°15'37" West, along said West line, to said Southwesterly right-of-way of South 80th Avenue; thence along said Southwesterly right-of-way and along the arc of a curve to the left having a chord bearing of South 27°25'49" East and a chord distance of 72.27 feet and a radius of 361.50 feet, to said West line of said Certified Survey Map Number 1346, the point of beginning.



Legend

- Parcel ID
- Parcels
- ▭ Section Lines/Numbers
- Building
- + Railroad
- ⊠ Bridge
- ⊠ Overpass
- ⊠ Paved Road
- ⊠ Divided Highway
- Stream - River
- ⊠ Pond - Lake
- ⊠ Wausau Wetland
- ⊠ Swamp

Notes

Notes section for additional information.

Map Created: 1/19/2016



User_Defined_Lambert_Conformal_Conc

DISCLAIMER: The information and depictions herein are for informational purposes and Marathon County-City of Wausau specifically disclaims accuracy in this reproduction and specifically admonishes and advises that if specific and precise accuracy is required, the same should be determined by procurement of certified maps, surveys, plats, Flood Insurance Studies, or other official means. Marathon County-City of Wausau will not be responsible for any damages which result from third party use of the information and depictions herein or for use which ignores this warning.

THIS MAP IS NOT TO BE USED FOR NAVIGATION

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

Approving the purchase of 120 Scott Street and the related promissory note of \$1,609,779 with the Judd S Alexander Foundation and the modification to the 2016 Budget

Committee Action: ED Comm: Approved 5-0
Fin Comm: Approved 5-0

Fiscal Impact: The Purchase of Property will be financed through a Judd S Alexander Promissory Note. Principal deferred for 10 years and interest due annually beginning in 2017

File Number:	11-1214	Date Introduced:	April 12, 2016
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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> Judd S Alexander Promissory Note
	<i>One-time Costs:</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<i>Amount:</i> \$1,609,779
	<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> \$1,609,779 <i>Annual Retirement</i> \$44,269
	<i>TID Financed:</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<i>Amount: Total Amount</i>
	<i>TID Source: Increment Revenue</i> <input checked="" type="checkbox"/> <i>Debt</i> <input checked="" type="checkbox"/> <i>Funds on Hand</i> <input type="checkbox"/> <i>Interfund Loan</i> <input type="checkbox"/>		

RESOLUTION

WHEREAS, the City of Wausau created Tax Increment District Number Three in an effort to redevelop the central business district, eliminate blight, increase property values and employment; and

WHEREAS, in 2008, McDevco and the Judd S Alexander Foundation assembled and raised the buildings along the south portion of the 100 block of Scott Street in an effort to eliminate blight, provide interim parking and create future redevelopment opportunities with the understanding that the City would purchase the property in the future; and

WHEREAS, subsequent to this land assembly effort, the City executed a lease agreement with McDevco, constructed a parking lot on this property and received a landscaping grant from the Judd S. Alexander Foundation; and

WHEREAS, the City has a long history of successful partnerships with McDEVCO and the Judd S. Alexander Foundation in the area of economic development; and

WHEREAS, McDevco and the Judd S. Alexander Foundation are asking the City initiate the purchase of this property for \$1,609,779 which is the price equal to their initial investment and have offered a favorable financing term to support the purchase; and

WHEREAS, this property falls within Tax Increment District Number Three and real property assembly costs were outlined within the project plan, and

WHEREAS, the credit agreement would be a ten year loan with annual interest of 2.75% for years one to five; interest to adjust in year six equal to 50% of the increase in the 5 year treasury not to exceed 3%; and principal due at the end of the loan term with an acceleration if the property is redeveloped, and

WHEREAS, your Economic Development and Finance Committees support this acquisition and financing mechanism,

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 necessary documents and agreements to purchase 120 Scott Street, and

BE IT FURTHER RESOLVED, that the proper City Officials are hereby authorized and directed to finance the land purchase by executing a ten year promissory note and credit agreement with the Judd S Alexander Foundation in the amount of \$1,609,779 with annual interest of 2.75% for years one to five; interest to adjust in year six equal to 50% of the increase in the 5 year treasury not to exceed 3%; and principal due at the end of the loan term with an acceleration if the property is redeveloped, and

BE IT FURTHER RESOLVED, by the Common Council that the proper City Officials are hereby authorized and directed to increase the 2016 budget of Tax Increment District Number Three Fund as follows:

141-342198210	Land Assembly	\$1,609,779
141-342189150	Loan Proceeds – Foundation	\$1,609,779

and to publish the budget modification in the official newspaper as required.

Approved:

James E. Tipple, Mayor

ECONOMIC DEVELOPMENT COMMITTEE

Time and Place: The Economic Development Committee met on Tuesday, March 8, 2016 at 6:30 p.m. in the 2nd floor Boardroom at City Hall, 407 Grant Street, Wausau

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

Others Present: Chris Schock, Ann Werth, Tammy Stratz, Travis Lepinski, MaryAnne Groat, Anne Jacobson, Dave Johnson, Kevin Korpela, Jeremy Ray, Karen Kellbach, other interested parties and the Media

DISCUSSION AND POSSIBLE ACTION ON PURCHASING/DEVELOPMENT OPPORTUNITIES AND COMMITMENTS REGARDING THE PROPERTY AT 120 SCOTT STREET

Groat introduced this topic to the committee by giving them a brief history of the property. The land sale would be financed over a 10 year period with an interest only loan and a balloon payment at the end. Years 1-5 would be at an interest rate of 2.75% and years 6-10 would be 50% of the treasuries increase not to exceed 3%. Currently we are paying MCDEVCO \$15,986.00 a year for parking. 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 PROPERTY DISPOSITION APPLICATIONS RECEIVED FOR 710 JEFFERSON STREET AND 919 JEFFERSON STREET**

***DISCUSSION AND POSSIBLE ACTION ON PURCHASING/DEVELOPMENT OPPORTUNITIES AND COMMITMENTS REGARDING THE PROPERTY AT 120 SCOTT STREET**

***DISCUSSION AND POSSIBLE ACTION ON THE REQUEST FOR ASSISTANCE FOR THE PROPERTY AT 607 NORTH THIRD STREET**

Rasmussen motioned to go into closed session. Neal seconded. Roll call was done; all members were present.

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

Neal motioned to move forward on the purchase of 120 Scott St. Nutting seconded and the motion carried unanimously 5-0.

FINANCE COMMITTEE

Date and Time: Tuesday, March 22, 2016 @ 5:15 pm., Board Room

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

Others Present: Tipple, Groat, Lindman, Alfonso, Ray, Rubow, Kujawa, Schock, Werth, Klein, Henrichs, Mohelnitzky, Seubert, Goede, Abitz, Gisselman, Pat Peckham.

Discussion and possible action on purchasing 120 Scott Street from Marathon County Development Corporation McDevco

Groat stated from 2005 to 2008 McDevco and the Judd S. Alexander Foundation collaborated to purchase all of the property on the 100 block of Scott Street. They demolished all of the buildings and entered into a long term parking agreement with the city. The city constructed a parking lot on that area and the Judd S. Alexander Foundation gave us a grant to do the landscaping. Their land assembly and demolition costs totaled \$1,609,779. She commented we have been working collaboratively with McDevco and Alexander Foundation in the areas of redevelopment and blight elimination, noting several examples. She indicated they are asking that we purchase this property from them at this time and recognizing that we have other priorities, such as the riverfront and mall redevelopment, they have put together an extremely favorable financing plan. The plan would allow us to make interest only payments from one to five years with an interest rate of 2.57%. She noted the land assembly would be an eligible cost of TID #3 and if we were able to secure redevelopment of that site, then we would be required to pay off that loan at that time. Groat stated we are currently making annual payments to McDevco of approximately \$16,000 for the rent of the building. Schock noted this will be a valuable parcel for redevelopment.

Motion by Nutting, second by Kellbach to approve the purchase of 120 Scott Street. Motion carried 5-0.



TO: ECONOMIC DEVELOPMENT COMMITTEE

FROM: MARYANNE GROAT

DATE: March 2, 2016

SUBJECT: Purchase of 120 Scott Street

Purpose: To provide consideration for the purchase of 120 Scott Street from McDevco for parking uses in the short term and redevelopment in the long term.

Background: From 2005 to 2008 McDevco and the Alexander Foundation assembled and raised the buildings fronting the 100 Block of Scott Street. When the demolition was complete, the City of Wausau entered into a long term parking agreement with McDevco to construct and operate a public parking lot on the property. In addition, we received a grant from the Alexander Foundation for parking lot landscaping. The long term expectation of the property was for the City to purchase the property from McDevco to facilitate redevelopment of the property. The land assemblage and demolition costs for this property totaled \$1,609,779. This public private partnership has successfully, eliminated blight and created parking and redevelopment opportunities within the central business district.

McDevco and the Alexander Foundation are asking that the City initiate purchase at this time. Recognizing that the City has other priorities such as the Riverfront and Mall redevelopment, the Alexander Foundation has offered extremely favorable financing to support the purchase. The terms of the financing would be:

- Annual interest only payments with one principal balloon payment upon note maturity.
- Interest rate of 2.75% years 1-5. Interest rate increase equal to 50% of the increase in the 5 year treasury yield in year 6 not to exceed 3%.
- The loan term would be the shorter of the life of Tax Increment District Three, the redevelopment of the property or ten years.
- Redevelopment is defined as development to all or any portion of the property exclusive of the Dudley skywalk and pedestal.

The interest only loan is designed to assist the cash flow of TID Number Three. The net annual financial impact during the principal deferral period years 1-5 would be \$28,283. This represents the annual interest of \$44,269 less the current annual payment we make to McDevco of \$15,986. In year 6 the interest would increase based upon the treasury yields limited to a 3% lift. The attached amortization schedule assumes the maximum increase of 3%. There is no prepayment penalty and the City would be able to refinance the debt with traditional general obligation debt if considered advantageous or payoff the loan based upon the TID's financial capacity. The land acquisition and interest would be TID Three eligible costs.

Impact: Purchase of the property provides the following benefits to the City of Wausau.

- Furthers the successful collaborative effort of the City of Wausau, Alexander Foundation and McDevco to eliminate blight and redevelop properties within the downtown.
- Maintains an inventory of sites available for immediate redevelopment within the downtown.
- Provides continued public parking in the short term.
- Provides city ownership of the property necessary to construct the Dudley Tower skywalk and pedestal. The City is contractually obligated to construct the skywalk as part of the Dudley development agreement.
- Provides financially attractive terms for the financing the project along with managing the cash flow.

Fiscal Impact: There would be no financial impact in 2016 as the first interest payment would be due in 2017. An amortization schedule is attached. The interest and principal would be funded by increment of Tax Increment District Number Three. The annual parking payment of \$15,986 from the parking fund to McDevco would end. The total price, assuming the maximum life and interest rate is \$2,293,934; which consists of principal of \$1,609,779 and interest \$684,155.

**120 Scott Street
Promissory Note Amortization**

Principal **\$1,609,779**
Interest **\$2.75 annual interest years 1-5. Rate adjustment in year 6 equal to 50% of the increase in 5 year treasuries**
Maturity **not to exceed 3%**
Term **6/1/2026**
No prepayment penalty **Single principal payment due at Maturity**

Number	Date	Payment Amount	Interest Amount	Interest Rate	Principal Payment	Loan Balance
1	6/1/2017	\$44,269	\$44,269	2.75%		\$1,609,779
2	6/1/2018	\$44,269	\$44,269	2.75%		\$1,609,779
3	6/1/2019	\$44,269	\$44,269	2.75%		\$1,609,779
4	6/1/2020	\$44,269	\$44,269	2.75%		\$1,609,779
5	6/1/2021	\$44,269	\$44,269	2.75%		\$1,609,779
6	6/1/2022	\$92,562	\$92,562	5.75%		\$1,609,779
7	6/1/2023	\$92,562	\$92,562	5.75%		\$1,609,779
8	6/1/2024	\$92,562	\$92,562	5.75%		\$1,609,779
9	6/1/2025	\$92,562	\$92,562	5.75%		\$1,609,779
10	6/1/2026	<u>\$1,702,341</u>	<u>\$92,562</u>	5.75%	<u>\$1,609,779</u>	\$0
Total		<u><u>\$2,293,934</u></u>	<u><u>\$684,155</u></u>		<u><u>\$1,609,779</u></u>	

1ST

6.5

121.58'

41.42'

6.6

33.03'

122.32'

14.59'

48.57'

86'

WAUSAU

39.96'

9.58'

LOT 1

CSM 69-110

76.51'

CSM 10-207

243.07'

SCOTT ST

65'



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

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

Approving the City to sell approximately 1.9 acres and provide construction loan financing to Blenker Companies, Inc. for the construction of the River East Brownstones project in the vicinity of 3rd and 2nd Streets at Short Street and related Budget Modification

Committee Action: ED Com: Approved 5-0

Finance: Approved 5-0

Fiscal Impact: \$500,000

File Number: 16-0410

Date Introduced: April 12, 2016

FISCAL IMPACT SUMMARY

COSTS	<i>Budget Neutral</i>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
	<i>Included in Budget:</i>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<i>Budget Source: Economic Development and Housing Stock Funds</i>
	<i>One-time Costs:</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<i>Amount: \$500,000</i>
	<i>Recurring Costs:</i>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<i>Amount:</i>
SOURCE	<i>Fee Financed:</i>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<i>Amount:</i>
	<i>Grant Financed:</i>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<i>Amount:</i>
	<i>Debt Financed:</i>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<i>Amount:</i>
	<i>TID Financed:</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<i>Amount: Loan Forgiveness in future years</i>
	<i>TID Source: Increment Revenue <input type="checkbox"/> Debt <input type="checkbox"/> Funds on Hand <input checked="" type="checkbox"/> Interfund Loan <input checked="" type="checkbox"/></i>		

RESOLUTION

WHEREAS, The City and the Judd S. Alexander Foundation has worked to remediate and redevelop blighted properties in the vicinity of 2nd and 3rd Streets near Short Street on the near north to increase taxable value and encourage neighborhood redevelopment; and

WHEREAS, The City received a grant from the Judd S. Alexander Foundation for design and construction drawings of a new rowhouse/townhouse housing typology (a Brownstone) which would be marketable to a variety of potential buyers, practical and competitively affordable to build, complement the existing neighborhood fabric and diversify the City’s housing choice options; and

WHEREAS, The City issued a RFP for the River East Brownstones Redevelopment based on the designs and received 1 proposal from Blenker Companies of Amherst, WI. The proposal contemplates a potential of 30 units with a projected construction value \$4.6mil. requested City’s participation is the transfer of the land, construction financing, and potential loan forgiveness for acquiring additional parcels to expand the project.

WHEREAS, pursuant to the authority granted in Wisconsin Statutes, Section 66.1105, the City of Wausau created Tax Increment District Number Three and adopted Project Plan Amendment Number Two to finance certain costs associated with the North 3rd Street Corridor Redevelopment including improvement of public infrastructure, land assembly, improvements, and redevelopment incentives to induce development within and around the TID; and

WHEREAS, the project plan objectives of TID #3 Amendment Number Two is to:

- Eliminate blighted properties within the North Downtown area.
- Prevent the recurrence of blight and blighting conditions through public and private investments within the tax increment district expansion area.
- Enhance the development potential of private property within and adjacent to the tax increment district.
- Strengthen the economic well-being and economic diversity of Tax Increment District Number Three and the Central Business District.
- Implement the recommendations of the North Downtown Area Master Plan which recommends the development of multi-family housing units including condo development projects; and

WHEREAS, the Finance Committee and Economic Development Committee recommends the advance of \$250,000 from each of the following two funds to provide the funding source for the developer loan including:

- Wausau Central Urban Housing Fund, created through the adoption of Resolution 90-0802, on March 12, 2013 by the Common council.
- The Economic Development Fund utilizing resources from the Wausau Mall refinancing; and

WHEREAS, the Finance Committee and Economic Development Committee have reviewed the developer incentive request and finds the following:

- That the multi-housing improvements would not occur without the financial assistance from the City of Wausau financed from Tax Increment District Number Three.
- That the financial assistance will be supported by a developer agreement.
- The developer incentives including the loan forgiveness are an eligible expense under the tax increment financing laws;
- That this project furthers the purposes of Tax Increment Financing and the objectives of the Tax Increment District Number Three Project Plan objectives;
- That developer incentives and payments made at the discretion of the common council were listed as project plan costs within the Tax Increment District Three Project Plan;
- That the expansion of housing options; increased tax base and elimination of blight in the long and short term is in the vital and best interest of the City and its residents and in accordance with the public purpose and conditions of applicable state and local laws and the standards under which the tax increment district was undertaken and implemented;
- That the loan forgiveness shall become an expense of Tax Increment District Number Three.

NOW THEREFORE BE IT RESOLVED, that the Mayor and other proper city officials are authorized and directed to work on behalf of the City of Wausau to complete and execute a development agreement with Blenker Companies in substantial conformance with these terms and their proposal of:

- The City shall provide a \$500,000 loan at 0% interest with a balloon payment due at the completion of all 3 phases or by 1/1/21,
- \$50,000 of the loan shall be forgiven when \$4.0mil in actual construction costs have been

expended by the developer,

- Up to \$230,000 of the loan shall be forgiven based on the developer’s actual costs to acquire and raze additional adjacent properties.
- That funding of the initial loan shall come in the form of an advance of \$250,000 from the Wausau Central Urban Housing Fund and \$250,000 from the Economic Development Fund.

BE IT FURTHER RESOLVED by the Common Council of the City of Wausau as follows:

1. That the Common Council of the City of Wausau finds the following:
 - That the multi-housing improvements would not occur without the financial assistance from the City of Wausau financed from Tax Increment District Number Three.
 - That the financial assistance will be supported by a developer agreement.
 - The developer incentives including the loan forgiveness are an eligible expense under the tax increment financing laws;
 - That this project furthers the purposes of Tax Increment Financing and the objectives of the Tax Increment District Number Three Project Plan objectives;
 - That developer incentives and payments made at the discretion of the common council were listed as project plan costs within the Tax Increment District Three Project Plan;
 - That the expansion of housing options; increased tax base and elimination of blight in the long and short term is in the vital and best interest of the City and its residents and in accordance with the public purpose and conditions of applicable state and local laws and the standards under which the tax increment district was undertaken and implemented;
2. That the Mayor is authorized and directed to work on behalf of the City of Wausau to prepare a development agreement with Blenker Companies in substantial conformance with these terms and their proposal of:
 - The City shall provide a \$500,000 loan at 0% interest with a balloon payment due at the completion of all 3 phases or by 1/1/21,
 - \$50,000 of the loan shall be forgiven when \$4.0mil in actual construction costs have been expended by the developer,
 - Up to \$230,000 of the loan shall be forgiven based on the developer’s actual costs to acquire and raze additional adjacent properties.
3. That the funding of the initial loan shall come in the form of an advance of \$250,000 from the Wausau Central Urban Housing Fund and \$250,000 from the Economic Development Fund.
4. That the loan forgiveness shall be an eligible expense of Tax Increment District Number Three and accounted for accordingly and that these funds along with the loan repayment shall reimburse the originating funds.
5. That the Finance Director and proper City officials are hereby authorized to modify the budget to reflect these financial transactions and publish the budget modification in the official newspaper as required.

Increase:

125-225597200 – Economic Development Fund - Developer Incentives	\$250,000
138-338097200 - Wausau Central Urban Housing Fund – Developer Incentives	\$250,000

6. The City transfer the appropriate City-owned parcels for \$1, initially for phase 1 along 3rd Street, with phase 2 along 2nd Street and phase 3 south of Short Street to follow in accordance with a signed development agreement.
7. That the City Clerk mail a copy of the executed Developer Agreement to the Joint Review Board Members.

Approved:

James E. Tipple, Mayor

ECONOMIC DEVELOPMENT COMMITTEE

Time and Place: The Economic Development Committee met on Thursday, April 7, 2016 at 4:30 p.m. in the 2nd floor Boardroom at City Hall, 407 Grant Street, Wausau

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

Others Present: Chris Schock, Tammy Stratz, Travis Lepinski, MaryAnne Groat, Anne Jacobson, Dave Johnson, Kevin Korpela, Jeremy Ray, Karen Kellbach, Dave Oberbeck, Frantz Group, Rob Mielke, Jason Blenker, other interested parties and the Media

In accordance with Chapter 19, Wisc. Stats., notice of this meeting was posted and sent to the Daily Herald in the proper manner.

DISCUSSION AND POSSIBLE ACTION ON THE PROPOSAL RECEIVED FOR THE RIVER EAST BROWNSTONES PROJECT (1304-1308 THIRD STREET

Rasmussen motioned to accept option 3 for the proposed River East Brownstones. Funds will be split from TID 2 housing stock fund and the fund account set up from the refinance of the mall. Neal seconded and the motion carried unanimously 5-0.



Staff Report

From: Christian Schock
To: Economic Development & Finance Committee Members
Date: April 7, 2016
Re: River East Brownstones Redevelopment/Blenker Construction

Purpose:

- The City and the Judd S. Alexander Foundation has worked to remediate and redevelopment blighted properties in the vicinity of 2nd and 3rd Streets near Short Street on the near north to increase taxable value and encourage neighborhood redevelopment.

Facts:

- The City received a grant from the Judd S. Alexander Foundation for the design and construction drawings of a new rowhouse/townhouse housing typology (a Brownstone) which would be marketable to a variety of potential buyers, practical and competitively affordable to build, complement the existing neighborhood fabric and diversify the City's housing choice options.
- The City issued a RFP for the River East Brownstones Redevelopment based on the designs and received 1 proposal from Blenker Companies of Amherst, WI. The proposal contemplates an approximately \$3.9-\$4.2mil construction investment in 28 urban-formatted single family housing units and requested the City's participation in the transfer of the land, construction financing, marketing and tax rebates.

Considerations:

- The proposal matches the goal of the RFP, proposing a new-build urban rowhouse which complements the neighborhood, diversifies housing choice in the City and adds approx. \$4mil in taxable value.
- Blenker Companies is a successful and well respected regional builder and is also working with the City of Stevens Point on infill housing and townhouses.
- City staff has negotiated with Blenker to recommend a \$400k short term, no-interest construction loan which would reduce risk and add liquidity to the project immediately. A portion of the loan may be partially forgiven if additional properties are acquired for additional units.



Wausau River East

Redevelopment Proposal

March 14, 2016



Contents

[Executive Summary](#)

[Approach](#)

[Project Deliverables](#)

[Project Management Approach](#)

[Project Implementation and Schedule](#)

[Investment & Financial Viability](#)

[Requests from Developer to the City of Wausau](#)

[Successful Projects](#)

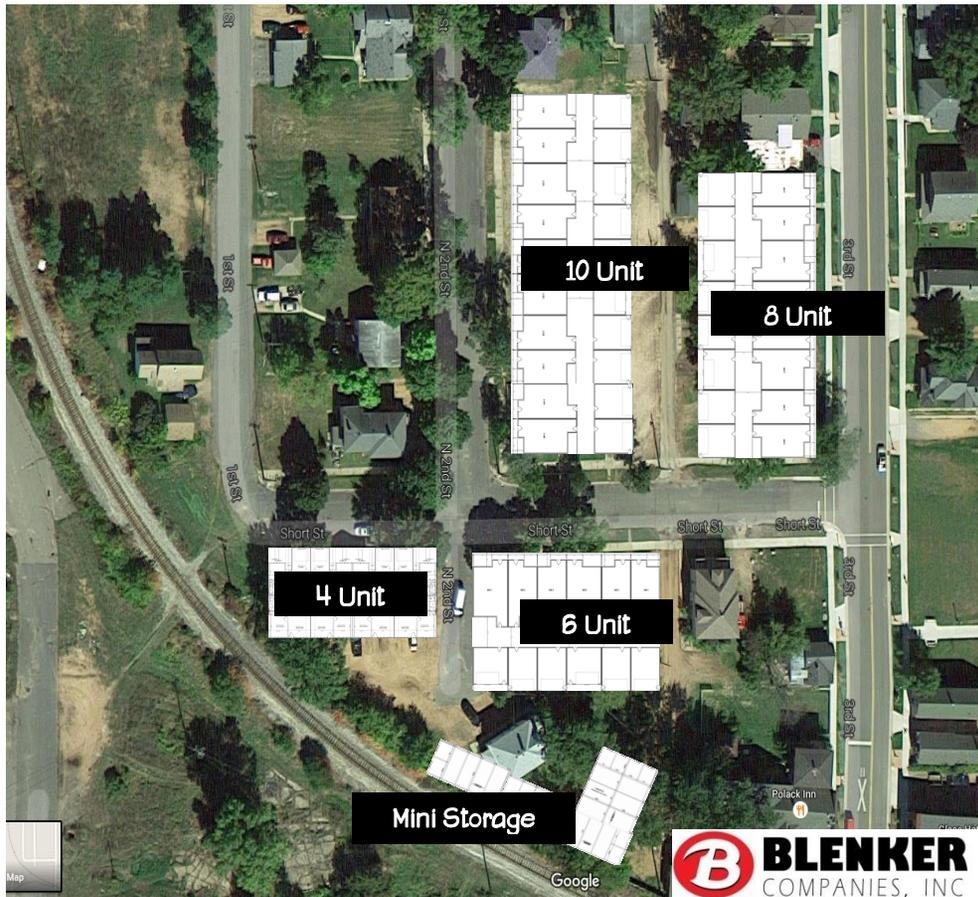
[Development Organization Overview](#)

[Project Concept Plans](#)

[References](#)

Executive Summary

First, we would like to commend the Economic Development committee and the city of Wausau for being very proactive in their approach to redevelopment within the city limits. The community is fortunate to have people that have the vision and the willingness to embrace change and put the time, effort, and energy into casting a vision of what could benefit the residents and community while adding taxable revenue to the city.



Blenker Companies is also a visionary in their field, and are excited to put together this proposal for your consideration. Blenker has a long history in central Wisconsin of building not only buildings, but relationships and friendships along the way. The Blenker family of companies will provide the development, construction, management, and sale of the proposed development. With over 40 years in the construction, manufacturing, and development business, we hope that this is an opportunity for us to engage with a likeminded city and individuals to develop a mutually beneficial project that we all can be proud of.

Our proposed vision for the site is to construct four townhome style buildings ranging from four unit buildings to a ten unit building with varying floor plans to fit a variety of demographics and lifestyles (see Project Concept Plans section). These townhomes would be marketed and offered for sale as individual homes, as we believe that if the townhomes are sold individually they will be taken

care of better in the long term, as opposed to a rental building that would have a turnover of tenants. Along the south end of the property we feel that there is room for a mini storage building for local residents who may not have the space to store their belongings to rent out additional storage space. The total value of this project, based on preliminary budgets would be somewhere between \$3.6 and \$4.6 million dependent upon final agreement and final selections of materials for the project. We feel that our project will lend itself to two main demographics: young professionals and those nearing or at retirement looking to simplify their lifestyle.



Having worked on numerous projects in the Wausau and surrounding communities, and after recently spending numerous hours canvassing the local neighborhoods to get a feel for the current style of buildings, taking into account other projects that we have worked on, we have taken a blend of traditional styling along with modern flair and amenities that will fit in well with the local surroundings. Our product would be a mix of single story units, with the ability to be ADA compliant with barrier free entries into and out of the home, along with features that would allow those with special needs that ability to navigate around the home with ease and comfort. We would blend two and three bedroom floor plans into the project to allow families of different sizes to live in the same area.

To allow for a variety of price points, we have developed several preliminary concept floor plans that would offer different features, such as individual bathrooms for bedrooms, or shared bathrooms. We also wanted to offer all of the conveniences of a single family detached home, and have provided provisions for laundry rooms, walk in showers, and outdoor living spaces.

The buildings that we are proposing to construct, while in concept at this time, would be built of the latest materials, and offer amenities that today's buyers are looking for: little to no maintenance, connectivity to the world and the community, easy access to local services, and a focus on green building products and practices that will have as minimal effect on the environment as possible. Our research tells us that varying price points from the \$120's to \$180's for a for sale townhome is affordable, marketable, and most importantly, saleable. Our intent would be to offer each unit for sale individually, with an alternative to be able to rent these units, should the for sale market not be viable, or if it is not an option for a particular buyer. Our intent would be to work closely with local realtors to develop the final sale price of the units and assist with the marketing and sale of each townhome.

We would like to work with the city of Wausau to assist us with the purchase of the lots as well as construction financing for the project, upon completion we would work with a local financial institution for the final mortgage until a sale of the unit would be made. Upon the final negotiation and acceptance of our proposal, we would be ready to begin this development late this spring of 2016 with construction commencing early this summer. We look forward to the opportunity to work closely with the city of Wausau and the Economic Development team to finalize details of the project and help bring your vision to a reality.

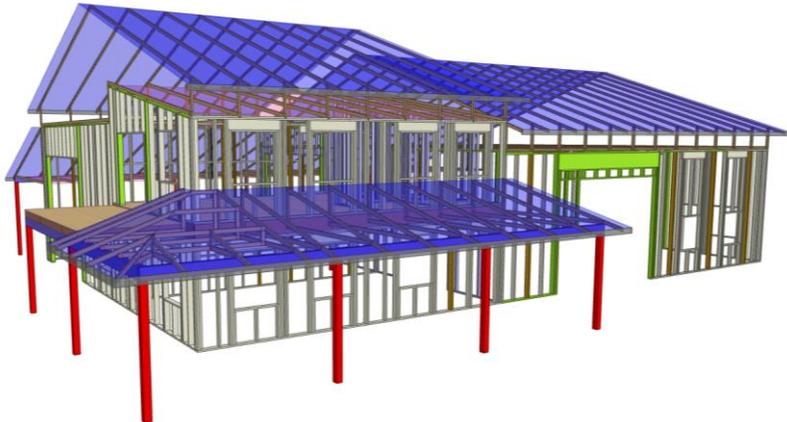
Approach

Our approach to construction projects is like no other in the industry, our attention to detail and execution have allowed us to perfect our project delivery method to make commitments to our customers that are unheard of in the industry. This project starts with Blenker Developments, LLC our development arm, responsible for securing the property and negotiating successfully with the city to ensure a viable project can be completed and that all stakeholders will be provided with a win-win solution. Blenker Developments will own, market, and sell the property to the end home buyer.



Upon award of the project, Blenker Developments will engage with a local architect to finalize all of the preliminary concept drawings and approve them with the city and the state of Wisconsin prior to commencing construction. Working closely with the architect, we will ensure the overall concept and intent of the design and work to finalize all of the selections of materials to ensure the highest quality within the project budget.

Once final plans have been completed, the development team will begin working on a marketing campaign to start getting the word out to area residents to be able to offer these units for sale. Using a combination of print, TV, radio, social media and internet marketing, they will inform and educate potential buyers about the opportunity to live in a new, energy efficient, comfortable home.



Blenker Construction, Inc. will be the general contractor responsible for collaborating, leading, and directing the symphony of subcontractors and suppliers on this project. There will be a project manager assigned to the overall project who will be responsible for overseeing all of the contracts, bids, estimates, schedules, and negotiating all of the subcontract agreements with the subcontractors. Their job will be to vet any subcontractor and hold them to our high standards of construction details, financial capabilities, and insurance requirements.

Blenker Construction will also have a full time job superintendent responsible for all of the day to day activities that will be going on at the job site. They will oversee the workmanship and quality of the work by every subcontractor and inspect and approve all of the work that is being put into place. They will work closely with the inspection department to ensure that all national, state, and local codes are being complied with or exceeded.

Upon award of the project, Blenker Building Systems, Inc. will begin the process of producing all of the shop drawings for all of the wood framed structural building components for the structure. Utilizing a 3-D Building Information Modeling (BIM) software allows us to review all aspects of the building while it is in design to ensure that all of the components will work together seamlessly.

While work on-site continues with foundations going in and after finishing all of the shop drawings, the team at Blenker Building Systems will begin the fabrication of the structural building components in their state of the art manufacturing facility. They will be pre-building the walls panels, the floor systems, and roof systems; once they have completed the manufacturing of the structural components, they will be loaded for delivery to the job site.





Once the foundations are put into place, our experienced carpentry team will frame up the building on site, utilizing our manufactured structural components. Utilizing these components will allow us to quickly frame up the building, helping to minimize the traffic and the noise in the neighborhood.

Upon completion of the structural framing, we can begin the mechanical, electrical, and heating systems within the homes as well as working on the exterior cladding – the brick and cement board siding, along with the roofing. We then roll right into the insulation and air sealing – a critical step in the process to ensure that we have a tight building that is extremely energy efficient. Once the drywall is complete we can set loose our finish artisans to complete the finishing touches on the inside. While the inside is being complete, landscapers will put together a low maintenance yard that will be aromatic and visually pleasing.



After finishing the building, we would completely furnish one unit to be used as a display model so that people can view a finished home that has furniture to get a sense of how much space there really is within these homes. We will work with designers to put the finishing touches and make sure that any potential buyer will see the value that they are getting for their money.

Working in unison with the city of Wausau and the “Live it up Wausau” program, along with marketing and advertising, we would begin selling these units as soon as the final designs are completed with the intention that we pre-sell units prior to the completion of the building so that we can continue on into phase II and III.

Project Deliverables

At the end of the day, our goal is to deliver a project that we can be happy with. We do not foresee this project being built with the most economical (aka cheapest) materials, but rather a level of finish that is beautiful, durable, but also affordable. There is an art to determining which product to favor over another and it is a culmination of the final design, as well as what the market wants. With that in mind we have put together what our vision of this project, taking in mind the local architecture, materials and styles that we think would be an appropriate fit for the community.

Overall Project

As stated earlier, our target demographic for this project is both the young professionals, as well as the empty nesters, which while on opposite ends of the life spectrum they are both looking for similar things in today's housing market, albeit for different reasons. Young professionals want low to no maintenance, little yard work, and ease of access due to their busy work and free time activities. Empty nesters want these same things, as they have already mowed their lawn 10,000 times and no longer want the burden. They want ease of access to medical services and their children. We want to be able to deliver to both of these markets and the attached plans offer options to both markets.

Exterior

For our exterior finishes we want to have something durable, and long lasting. While we initially looked at all brick and block, we feel the added expense of this would price these out of the market, and therefore would want a mix of some brick or stone around the lower portion of the front, and then a blend of fiber cement siding along with some shakes for contrasts and beauty. Giving the cladding a long lasting product will allow it to look great for years to come.

We want to provide low to no maintenance yards, while still giving credit to outdoor living spaces. When the weather is nice, people enjoy being and entertaining outdoors, so we gave them a rear patio to enjoy the summer BBQ's on. A covered walkway would connect the garages to the houses, as after all, we do live in Wisconsin and no one likes getting rained on or snowed on if they can avoid it.



High quality, Wisconsin made vinyl windows would be used in the construction of these homes, as not many want the maintenance that comes with the wood windows any longer, vinyl windows are now being used in multi-million dollar homes across the country. Allowing as much light and ventilation in as possible, while still maintaining an energy efficient building is also an important consideration, and many of the brands we work with offer both.

Adding additional architectural elements like trim and frieze boards will help us set ourselves apart. The details are what really make a unique statement, and we will explore other options that will allow a unique look, while maintaining the features that are in demand with today's buyers.

Interior

The interior will be as nicely appointed as the exterior, with paneled interior doors, wood trim, well designed kitchens, solid surface tops, and high quality flooring. Having a designer on staff that is on top of current trends will allow us to bring our unique style to this project and offer nicely appointed interior finishes that will please the buyers.

We would offer several different styles of interior finishes, depending on the tastes of the buyers, from all wood interiors, to painted finishes, and combinations of the two. By differentiating the interiors, we are able to make spaces as unique as a person's signature so that they won't feel that they are buying a "cookie cutter" home, but something that has been thoroughly thought out down to the last detail.

In the bathrooms we intend to have highly appointed rooms, with walk-in showers vanities with plenty of storage, and quality made fixtures.

Storage

Storage is another area buyer's look for, making sure they have a space for all of their belongings, and even room for their seasonal items. We made a point to have ample storage and plenty of closets to put all of our things. The garages will have enough room for two cars along with space for other belongings.

We have also included a mini storage building in our design for two main reasons: One, people have a lot of stuff and need a place to store it, and two, the site was oddly shaped and we felt that this would make a great barrier between the development and the railroad tracks. It would primarily be marketed to residents in that neighborhood as a place to keep those extra things that they want to hold on to, but don't necessarily want to keep in the house. The finish of the storage building would be of similar materials to the buildings.



Project Management Approach

Our project management approach is one that we have developed over the last four decades and have perfected it along the way. You will find in the Development Organization Overview a bio of key team members that we will be relying on for the successful completion of this project. Each member of our team has certain skills and abilities that allow us to put together a project that will come in on time and on budget. Being a vertically integrated company, we can start with design concepts and move them quickly to completed drawings, into engineering, and then on to construction of the project.



Once we have completed the design phase, we move on to building out a construction schedule, building and maintaining a construction project schedule is not an exercise for the faint-hearted. It takes place in an environment that can quite literally change in a matter of hours. Close monitoring of schedule progress and a rigorous enforcement of change management controls are both extremely important to maintenance of a viable project schedule. In addition to the typical issues related to resources and budget, constantly shifting constraints must be juggled in order to maintain a construction project schedule and may also include a host of enterprise environmental factors such as: weather, geography, geology, environmental and other regulatory constraints, and numerous stakeholders representing a wide diversity of interests in the project.

Communication is the key to any successful project, and we rely heavily on a variety of communication tools and best practices to ensure that everyone involved has the critical information to keep the project moving forward and informed about what is going on with the project. We have weekly project meetings along with daily site meetings to review what is happening now, and what is coming up within the next few days as well as weeks. Keeping all the trade partners informed about what critical tasks are next will keep the project moving forward. Our in house production team stays in constant communications with the field team to make sure that all materials are flowing to the project in a timely and organized fashion.

Our project managers work diligently to clearly define the scopes of work required for each project, and while these may change throughout the duration of the project, or by the uniqueness of each contractor, their role is to make sure that every detail in the project is accounted for. Once the scopes have been compiled and reviewed, they will procure the necessary bids for each respective scope of work. During the bid process as well as during construction, the project manager will handle any RFI's (Request for Information) on items that need further clarification or details in order to complete the scope of work.

The jobsite superintendent is responsible for managing the day to day work out on the job site as well as keeping the overall job site neat, clean, and safe for not only the workers, but any pedestrians that may wander onto the project. Ensuring a safe job and organized job sites is a key responsibility that we do not take lightly. As hard as we try to secure the project, we understand human curiosity and want to ensure that they have safe access to the job site.

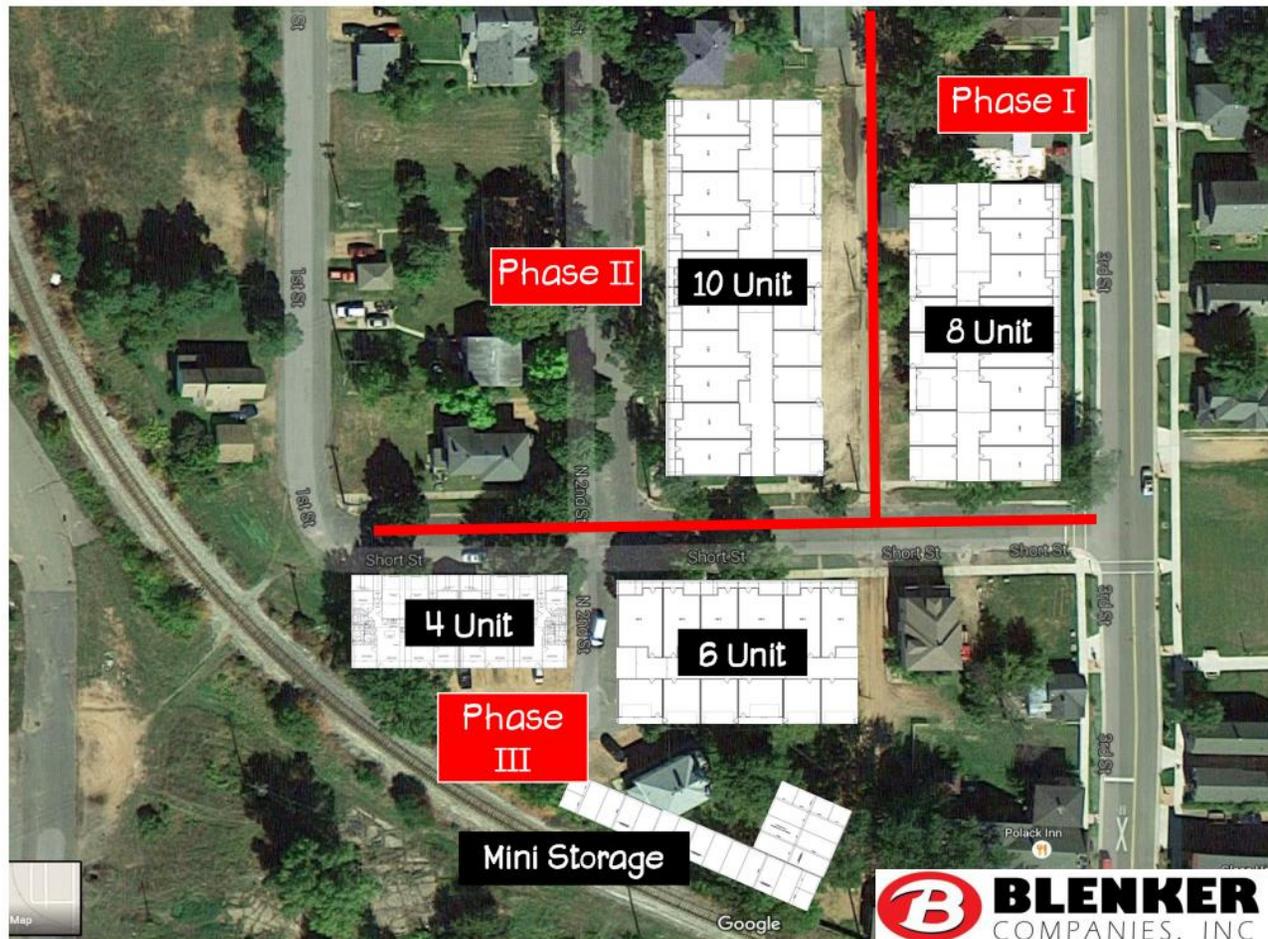
Our accounting team handles all of the account billings to ensure that the project is coming in on budget and trade allies are being paid according to their contracts, and works with them to reconcile any discrepancies that they might find.

Once the project has been completed, we have a commitment to ensuring that any warranty items are handled promptly and correctly. Our vast experience and dedicated team allow us to service any issues that may come up after the project has been completed. Having the utmost respect for someone else's home is something we take seriously, and always try to schedule any service work at the convenience of the owner.



Project Implementation and Schedule

The project implementation is one of the keys to a successful project, and driving a tight, but realistic schedule is imperative to keep a project on track and with budget. These are two of the cornerstones of all of our projects, and ones we take very seriously. We take a realistic view of the project and then drive a schedule to ensure the team meets and has the ability to exceed their goals. We like to break a project down into milestones so that we can continually review progress and measure that against our schedule. Whether it is our money on the line or a customer's, we push and hold ourselves to the highest standards. Sacrificing quality for quantity is never in the game plan, as we build projects that we will be proud of and will want to show off to our grandchildren.



As both the builder and the developer of this project, we are not only concerned with the development and construction, but also the sale and marketing of these homes.

To ensure a successful project, and keep an eye on all the details, we have broken this project down into 3 phases, **Phase I** is the 8 unit townhome located on 3rd Street, **Phase II** is the 10 unit townhome located on 2nd Street, and **Phase III** is the 4 unit, 6 unit, and mini storage building located along short street. By starting with the building on the street with the highest traffic count, we will be afforded the additional exposure of those passing by. We hope that along with our marketing plan, we will be able to garner interest in the property to be able to pre-sell the units prior to their completion.

With that in mind, our proposed schedule for the project is as follows for Phase I:

End of April 2016

Finalize negotiations and secure an agreement with the city of Wausau to move forward with our project

May 2016

Finalize designs, engineering, site plans, and submit to the state of Wisconsin and the city of Wausau for permits and approvals.

June 2016

Commence construction on the 8 unit townhome building on 3rd street. Begin marketing and advertising of units for sale, with the availability to still customize the inside of the home to your style.

July 2016

Framing, Roofing, and Mechanical Rough in of the building

August 2016

Exterior finishes applied – masonry, siding, exterior concrete. Interior insulation and drywall

September 2016

Interior finishes and landscaping, final punch list items.

October 2016

Completion by October 30, 2016

Our intention would be to begin construction of the 10 unit townhome building upon the successful closing of the fourth unit in the 8 unit building. At the point of the fourth unit being sold in the first 8 unit building, which could even happen prior to completion of the building in an ideal world, we would have the confidence in the market and the product being offered that we would be able to forge ahead to the next building.



The same approach would be taken for the final phase III, the 4 unit, 6 unit, and mini storage building. Upon the sale of all of the units in the 8 unit and half of the units in the 10 unit, we would begin construction on the remaining buildings. Ideally this would happen prior to the completion of the other projects, provided the demand is there.

We would follow a similar construction schedule on each subsequent building, a 5 month construction time from start to completion. Based on our experience and size of our company, we are comfortable that even if we sell out and have all three phases going at one time, we would not be delayed in our schedule and would be able to phase and schedule workloads to meet the timeline.



Investment & Financial Viability

The Blenker Family of companies is a four decade old company that is financially stable and has always completed every project that they have started. There have never been any bankruptcies, loan defaults, debarments, or suspensions in the history of our company, or of any of the management team. We value the relationships that we have with multiple financial institutions and rely on their expertise to help us make our financial decisions and investments.

Blenker has always been a very fiscally conservative company throughout its history, and we will only take on projects and debt that we know that we are able to make good on. We have an extremely low debt to equity ratio, and a strong balance sheet. You don't make it through turbulent times (like we had from 2008-2012) and make investments back into your company without having strong financials. We understand the importance of a dollar, and how to make every dollar count, whether it is our own or for one of our clients. We work too hard for our money to gamble with it.

We have completed every project that we have ever started, even if there are bumps along the way, such as a subcontractor failing to make good on their contract. We have always stepped in and made the job move on, even if it meant we were not able to make a profit on that particular job. We have a strong commitment to all the stakeholders we surround ourselves with. Our first loyalty is to our clients, then our employees, and then our subcontractors. It is imperative to maintain great relationships with all of these key players in our business. On certain projects we may require our trade partners to use performance, payment, or completion bonds to ensure their successful completion.

We have great, multiple, working relationships with several financial institutions that we work with on a regular basis that we work with and help our clients to find the right fit for their needs. We have such good working relationships with financial institutions that we have done work with many of them in the area: International Bank of Amherst, Associated Bank, F&M Bank, Abby Bank, to name a few. By working closely with lenders, we understand what they are looking for in a project to ensure that they are protected as well as a client. There would be nothing worse than getting partially through a project, only to find out that the numbers don't work. Having resources that understand financing, and calculating the risks involved in a project is paramount to maintaining good working relationships and having successful projects.



Proposed Budgets:

8 Unit townhome

Land:	\$1
Site Improvements:	\$20,000
Hard Construction Costs:	\$900,000
Landscaping:	\$30,000
Marketing & Selling Costs:	\$50,000
Contingencies:	\$75,000
Total:	\$1,075,001

10 Unit townhome

Land:	\$1
Site Improvements:	\$25,000
Hard Construction Costs:	\$1,200,000
Landscaping:	\$35,000
Marketing & Selling Costs:	\$70,000
Contingencies:	\$80,000
Total:	\$1,410,001

6 Unit townhome

Land:	\$1
Site Improvements:	\$20,000
Hard Construction Costs:	\$750,000
Landscaping:	\$25,000
Marketing & Selling Costs:	\$40,000
Contingencies:	\$45,000
Total:	\$880,001

4 Unit townhome

Land:	\$1
Site Improvements:	\$15,000
Hard Construction Costs:	\$420,000
Landscaping:	\$15,000
Marketing & Selling Costs:	\$25,000
Contingencies:	\$30,000
Total:	\$505,001

Mini - Storage

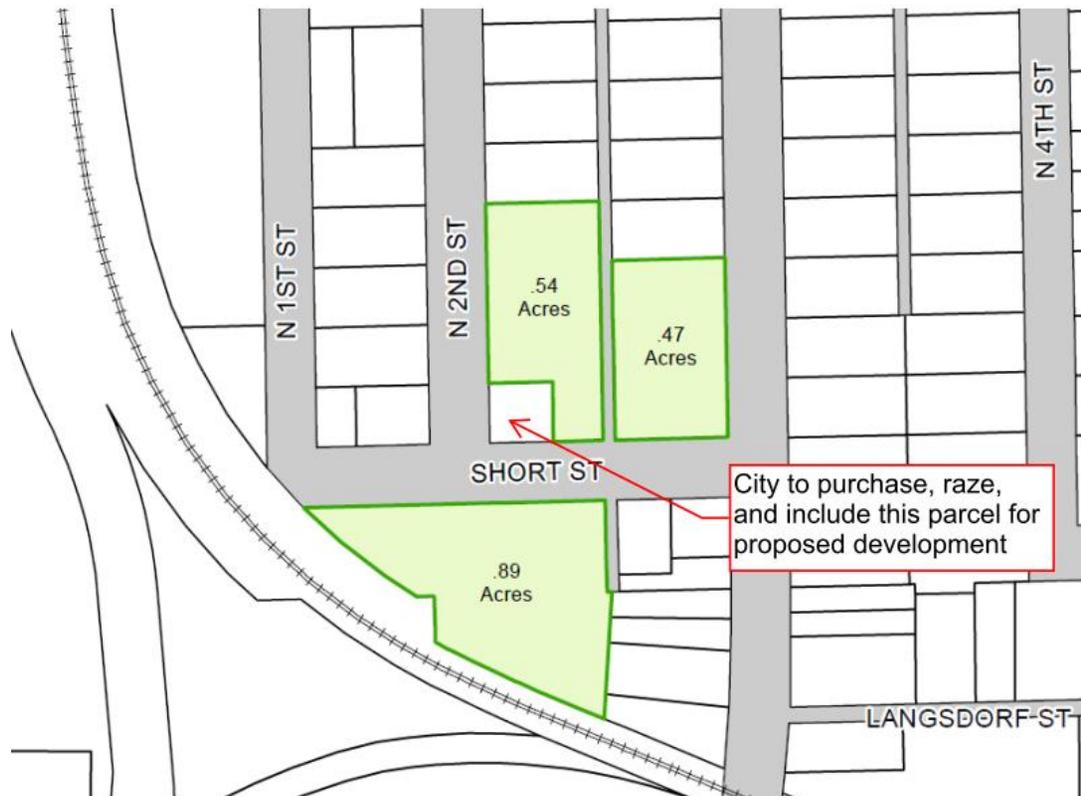
Land:	\$1
Site Improvements:	\$5,000
Hard Construction Costs:	\$65,000
Landscaping:	\$5,000
Contingencies:	\$7,000
Total:	\$82,000

Total Project: \$3,952,001

Requests from the Developer to the City of Wausau

To ensure a successful public/private project collaboration, Blenker is asking for the city of Wausau to provide the following contributions to the project:

- 1. Property Sale.** The city of Wausau would convey a free and clear title and authorize the sale of the land to the developer at a cost of \$1. Helping to offset the cost of the land will allow this project to become feasible, viable and help keep the costs of the project in line with the current market.
- 2. Additional Land.** The city of Wausau would negotiate and acquire the parcel on located on the South West corner of the .54 acre available property, raze the building, and include it in the property being sold to the developer. The city would also raze any and all buildings on any other property and leave the developer with clean, vacant, buildable lots.



3. Construction Financing. The city of Wausau would provide the developer with a 1% interest construction loan for the construction and site improvements of the development. Upon the sale of the first unit in the first unit built, the developer would then payback the construction loan with a mortgage from a local financial institution. Construction of the second building would begin upon the sale of at least four units of the first eight townhome building, with the city of Wausau providing the construction financing at 1% interest. Upon the sale of all of the homes in the eight townhome building and one unit of the ten townhome building, the developers would pay off the construction loan and provide a mortgage on the property through a local financial institution. Upon the sale of all of the eight townhome building and four of the homes in the ten townhome building, the developer would commence construction on the four townhome building, the six townhome building, and the mini storage building, with the city of Wausau providing construction financing at 1% percent interest until the sale of two of the homes in either the four or six unit building, at which time the developer would provide the end financing upon occupancy.

As part of the construction financing the city of Wausau would rebate any and all property taxes assessed on the project that have not been sold at 100% back to the developer for the first 2 years after commencement of construction on a building, after the initial 2 years the rebates would drop to 75% for the next year, and 50% for the subsequent year, with the rebates ceasing after year 4 on any unsold units. These rebates would be per unit, and would commence upon construction of each particular building. All taxes would be rebated on property that has not been developed. Once a unit is sold, the taxes on that unit would be the responsibility of the owner, and no rebate would be transferred to the owner of the townhome, and no rebate would be payable from the city to the developer, except for the pro-rata share not paid by the new owner of the unit. Should, in the unlikely event, the developer choose to not to offer the units for sale, but rather chooses to rent out the units, property taxes would be rebated according to the schedule outlined above.

4. Marketing. The goal of both the developer and the city of Wausau is to revitalize this area and provide new housing stock for growth within the city. Marketing and advertising is a key ingredient to getting the word out within the community and to surrounding communities, as well as letting local businesses know that there are new options available in the marketplace. The city of Wausau would assist the developer in marketing of the properties through its existing relationships, advertising outlets, and media sources. The city of Wausau and the developer would co-op and marketing and advertising for the project and the units on a 75/25 split, with the developer paying the 75% of the cost of advertising, and the city proving 25%. This marketing may include, but is not limited to: newspaper advertising, press releases, TV ads, social media ads, live events, etc. Any additional advertising or marketing that the city would like to provide at no additional cost to the developer would be welcomed and appreciated.

5. Live it up Wausau. The “Live it up Wausau” campaign appears to be an excellent idea and a great opportunity to incentivize those to move within the city limits. The city of Wausau would make this program available to those purchasing a home in this development, and would agree that this development would fall into the historic district category. If this proposal is approved, the developer will agree to contribute \$7,500 per year over the next 5 years towards this campaign to assist in its success.

Successful Projects

Westlawn Gardens – Milwaukee, WI – 2013 – A revitalization project

Westlawn Gardens is Wisconsin's largest public housing development to date, encompassing over 75 acres. There were over 250 units that including townhomes, side by side homes, as well as apartment complexes on the initial 37 acre redevelopment.

Westlawn Gardens has been recognized as a world model for healthy and sustainable neighborhood design. In 2013, it was certified LEED-ND Stage 3 Silver (v2009), the highest LEED-rated neighborhood in the world at the time. It also received LEED Platinum for Homes certification in 2013, the first such certification in the City of Milwaukee and one of only six such certifications in the State of Wisconsin. The neighborhood has an extensive storm water management system and other innovative energy efficiency features, including Milwaukee's first streetlight system that utilizes LED lighting.



Blenker was awarded the framing and windows contract for this unique revitalization project in Milwaukee's northwest side between 60th and 64th Streets and Silver Spring Drive. Blenker worked closely with Construction Manager and the General Contractor to bring this project in on time and on budget. The awarded contracts to Blenker were in excess of \$4.6 million.



Mountain View Apartments – Wausau, WI – 2006-2009



Located on Wausau's West side, the Mountain View apartments are situated to take advantage of the views.

Blenker was awarded the framing and windows contract for this project and worked closely with the General Contractor to bring this project in on time and on budget. The awarded contracts to Blenker were in excess of \$3 million.



Adventure 212 Fitness – Stevens Point, WI – 2008

Adventure 212 Fitness provides a unique fitness offering for all ages and lifestyles. This was a Design-Build project that we were the General Contractors for. We worked closely with the owners to develop a unique building that would house several fitness centers, a spa, a bistro, as well as a kid zone.

This was also a fast track construction project, completing the design and construction of the building all within 6 months.

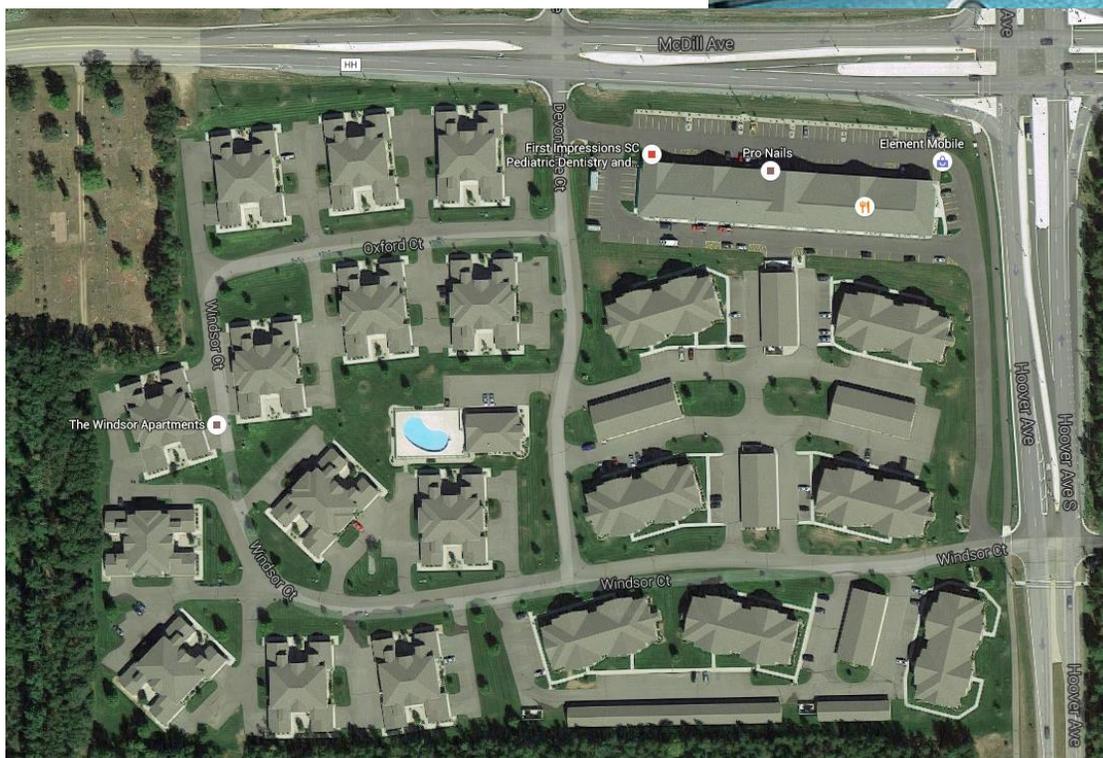
Blenker worked closely with the owners to bring this project in on time and on budget. The awarded contracts to Blenker were in excess of \$5.5 million.



The Windsor – Plover, WI – 2008 – Apartment Development

The Windsor is a premiere luxury apartment complex including 216 units along with a community room, clubhouse, and pool. Located just off of I-39 on Plover's north side, this community offers convenience to anywhere in central Wisconsin.

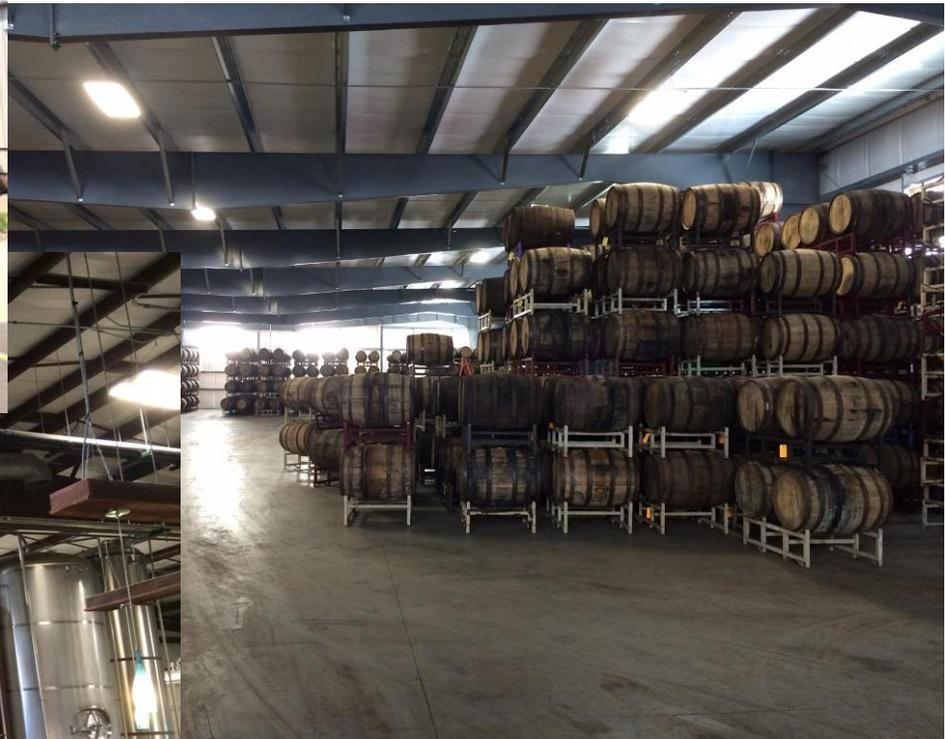
Blenker was awarded the framing and windows contract for this project and worked closely with the General Contractor to bring this project in on time and on budget. The awarded contracts to Blenker were in excess of \$5 million.



Central Waters Brewing Company – Amherst, WI – 2006 - ?

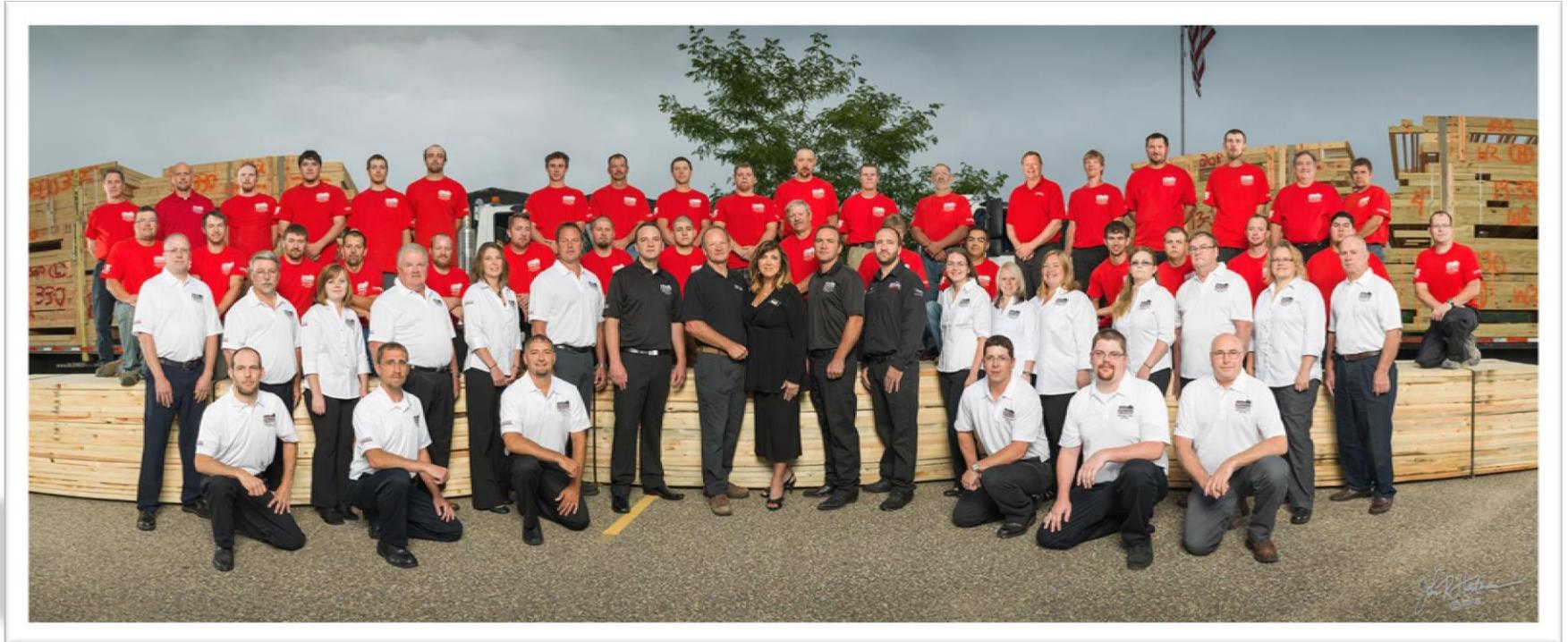


Central Waters Brewery moved to Amherst in 2006 and has since become an annual client, as we have put an addition on to their building in every year since. All of these projects have been Design – Build, where Blenker provided all of the design work as well as providing the general contracting and building services. Our team enjoys the end of the day Friday while working on the brewery and enjoying a fresh, award winning, Central Waters craft brew.



Development Organization Overview

The Blenker Team



Developer: Blenker Developments, LLC
Contractor: Blenker Construction, Inc.
Structural Component Supplier: Blenker Building Systems, Inc.

Find out more online at: www.blenkerco.com

Project & Authorized Agent Contact: Jason Blenker

Address: P.O. Box 40
500 Lorry St.
Amherst, WI 54406
Phone: 715-824-5665
Fax: 715-824-5663

Email: jason.blenker@blenkerco.com

Genesis

From humble beginnings, a husband and wife decided to set out to become an entrepreneurial building team. Peter Blenker and Pamela Jewell were married in 1972 and shortly thereafter moved to quaint village of Amherst, WI. In 1974 after Peter had successfully completed a carpentry apprenticeship, they decided to venture out on their own and started Peter Blenker Construction. Starting out with himself, some basic tools, and a rusty old telephone truck he took on basic additions and remodels for local residents needing construction services.

Peter would work out on the job sites all day long, and then return to his home office to work on any proposals or bids that may need to be done. In addition to working as a registered nurse at the King Veterans home in Waupaca, Pamela would utilize her schooling in interior design to assist clients in putting their ideas and dreams on to paper so that it could be built. Slowly and steadily, together they were building more projects and were adding team members to help with the construction.



The 80's

By the late 70's they added new construction to their portfolio of work, completing a few houses a year in the central Wisconsin market. By the 80's they were building more houses a year and also started building apartment buildings and commercial structures throughout the region. Adding masonry services and a metal building dealership allowed them to expand their offerings and completed many structures for homeowners and business owners alike. From grocery stores and fire stations to homes and apartments, the general contracting business was evolving. Peter continued to manage the field crews as well as all of the estimating, scheduling, and project management for the growing company.

The 90's

In 90's Peter & Pamela saw their three sons start working summers in the business while they were in high school, but would they continue down the same path in the construction field? Only time would tell. The 90's also brought about some changes to their building process, when in 1994 they built a 15,000 shop that would become their first production facility for manufacturing pre-built wood framed walls. Peter had always appreciated the pre-engineered metal buildings, where all the components were

fabricated off site and then erected on site, as it was a big time saver to the construction process. They brought their wood framing operation indoors and started building the walls that were once built on site – in the snow or the rain – into a controlled environment. They could better control their costs of materials, labor, as well as control the building schedule more efficiently. By this time, they were building between 10-15 homes a year, and used the pre-built walls exclusively for their own projects.



The 00's

In 2001, Peter and Pamela's oldest son, Jason returned home from working out in Virginia for one of the nation's largest production builders in the county, Centex Homes. Jason quickly immersed himself in the family business and looked at the areas of opportunity for growth within this 9 person company. He fixated on the building components, as there were very few competitors out there offering these types of services at the quality level that they produced. Relying on his experience of the construction company, along with the times he worked in lumberyards during college, Jason evolved the business into Blenker

Building Systems, which would offer not only structural building components, but would also offer other building materials and installation services to area builders and contractors.



Jason spent his time working with local builders to help understand their business needs and helped them with their projects, relying on his expertise in the building business. Reaching out to the surrounding areas, the new company found itself framing projects in Appleton, Wisconsin Rapids, Stevens Point, Wausau, and occasional projects further out.

As the industry started to recognize the superiority of their product, business expanded, and the company had to make some decisions as to how to handle their growing demand. In 2003, at the Thanksgiving dinner table, the family decided it was time to take the next step and build a new manufacturing facility to allow the continued growth of the business. In 2005 they completed a new, state of the art, structural building component manufacturing facility with over 100,000 square feet of space. With this new facility, they were able to start producing roof and floor trusses, while expanding their capacity for wall and floor panels.

The late 2000's saw the single family home market come crashing down, and with it, the growth of their business came to a halt and declined like many industries at the time. Faced with some difficult decisions, the family pressed on.

The 10's

The early 2010's were a challenge for many businesses, in the midst of an economic downturn that hasn't existed since the great depression, and the housing industry's worst downturn on record. The state of Wisconsin saw its 25 year average housing start decline from over 20,000 a year to around 6,500 in just 2 years. Being fully committed to the building industry in 2010 wasn't a good thing, and while many others closed their doors or made sizeable adjustments, the Blenker's went a different direction and doubled down on their business.

The leadership team spent the first 6 month of 2010 interviewing employees, customers, past customers, vendors, and subcontractors, trying to find out what this new market needed in order for them to survive. A dedicated team was put together to come up with a plan that would help them survive this market downturn. They explored new markets, new products, new techniques in order to come up with something that would help them not only to survive this, but thrive coming out of it.



Out of the countless hours of meetings and planning sessions, the team laid out a proposal: 1. Expand our market to new areas, there was already a great product, let's go farther and offer it to more people, 2. Restructure the team to make it function and work together better, and 3. Start a new division of the company that is focused on

helping residential with their biggest weakness – sales, marketing, and back office support – a new division named Envision. Home at Last was created, which would provide a dealer type network that would provide home plan design, estimating, sales support and marketing collateral to these builders in markets around the mid-west.

The changes that were made in 2010 slowly started to show signs of improvement in the business, and by 2012 they had surpassed their previous annual sales record. By 2013 the company was exceeding goals and was firmly back on its feet with new products and an expanded reach able to provide products in many new markets.

Summary

What started out as a man, a truck, and a dream has turned into a multi-faceted enterprise today. With the second generation sternly at the helm, Blenker operates a multitude of businesses: Blenker Companies, Inc. the parent company to Blenker Construction, Inc.- a full service turnkey Design-Build contractor, Blenker Building Systems, Inc. – a structural building component manufacturer that services builders in 7 mid-western states with top quality building materials, Envision. Home at Last[®], a dealer network of single family builders throughout the Midwest that we provide materials and services to, and Blenker Developments, Inc. – a development company that focuses on central Wisconsin on opportunities to create unique developments for the residents of each market. Aside from the construction type businesses the Blenker family also owns, manages, and operates Our House Limited – a regional trucking company that provides primarily flatbed trucking services to customers within the mid-west, along with Amherst Leasing, Ltd which holds and leases assets to other companies, as well as Blenker Properties, LLC which owns and manages rental property and land.

The Blenker family of companies has grown over the years from a single employee to over 80 employees today, and increasing as the market and expansion plans allow. Blenker is firmly committed to providing its team members with high quality employee benefits, top pay, bonuses, and growth opportunities within the company.

Blenker is also very active in philanthropic activities within the communities that it serves. They are regular contributors in not only time, but with their talents and treasure to a variety of organizations such as: United Way, the Boys and Girls club, the YMCA, Operation Finally Home, Habitat for Humanity, the Amherst Area Foundation, UW-Stout Foundation, the Schierl Companies Foundation, the UWSP foundation, Ministry Health Care Foundation, Operation Bootstrap, and many other smaller organizations. If there is a need in a community the team and family of Blenker Companies is willing to step up to the challenge and assist in some way. They believe that they not only build buildings, but more importantly, build relationships and friendships of those they serve.

This story is only the beginning of what will continue to be a world-class company with a world-class team that will be able to service the Midwest and beyond with exceptional products and even better customer service. Charles Darwin once said, “It is not the strongest of the species that survive, nor the most intelligent, but the one most responsive to change.” Blenker is an ever changing, forward thinking company that invests in its team, its company, and its community for the future. We would like to introduce you to a few of the members of our team, and while we would like to introduce you to them all, we have kept this a summary of some of our key team members:



Peter Blenker - CEO of Blenker Companies. Peter started a construction business in 1974 as a general contracting business that has evolved over the years to several different, but related business that are in place today. He served a carpentry apprenticeship and combined that with additional education at MSOE in engineering. Peter stays involved with the construction industry and is actively involved with the Associated Builders and Contractors, and is currently serving on the apprenticeship committee.

Pamela Jewell - Queen. Pamela has extensive experience in building design, and utilizes her creativeness to produce efficient and clean designs that make each building unique and functional. Pamela attended the interior architecture program at UWSP, and has had involvement with the university ever since attending, recently serving on the UWSP foundation as its president. Pamela has also been involved with the Wisconsin Builders association, and is currently the immediate past president of that association.



Jason Blenker - President. Jason has been involved in the family business since he was old enough to walk. Jason was hands on throughout high school and college, understanding building construction from the inside. Jason graduated UW-Stout in 1999 with a degree in Construction Management and Engineering with a minor in business. After graduation, Jason spent some time on the east coast working for the largest production builder in the country at the time, Centex. Jason moved back home in the early 2000's and began building Blenker Building Systems, a structural building component manufacturing company that now serves builders and developers in 7 states

with pre-manufactured wall panels, roof trusses, floor panels, and floor trusses. Jason has been involved with the Structural Building Components association, serving as chairman on many different committees within the organization. He is also actively involved with Operation Finally Home, an organization that provides mortgage free homes to wounded and disabled veterans.

Justin Blenker - VP Operations. Justin oversees the estimating and engineering functions within the company, as well as leading the IT initiatives. Justin has a BS and an MS in Civil Engineering and Construction management from the University of Wisconsin Madison. Justin keeps his team current in best practices and leads the department.



Don Rogers – Engineering. Don is our Engineering/Detailing Supervisor. As a 40 plus year veteran of the construction design industry, he has worked his way through many challenging projects over the course of his career. With an early education in Design, Engineering, and estimating, Don has the knowledge to deliver on any project that comes his way.

Rick Martin – Production. As Production Manager, Rick brings to the table over 20 years of experience in the Building Systems industry, with 18 of them with Blenker Building Systems. Rick began working in Architectural and Structural Design & Production and moved on to performing jobsite quality control. His broad range of experience affords him an important position in the company. Rick is a very driven individual when it comes to getting the job done right and on schedule. His educational background includes an Associate's Degree in Residential Design from NTC in Wausau.





Kristifer Blenker – Welder. Kristifer is our metal crafter. He is a certified welder, a certified diver, and is also a certified underwater welder, that can create just about anything out of any metal. He has a degree from MATC in welding, and a degree commercial underwater welding from the National Polytechnic College of Engineering and Oceanering in California. He also does some CAD in addition to his mad welding skills.

Marc Duske - Project Manager. Marc is a 40 year veteran of the construction industry and has managed all types of projects from single family homes, to multi-million dollar assisted living facilities. Marc oversees all of the details of the project, being involved in the early planning phases of the projects to ensure adherence to the budget and the schedule.

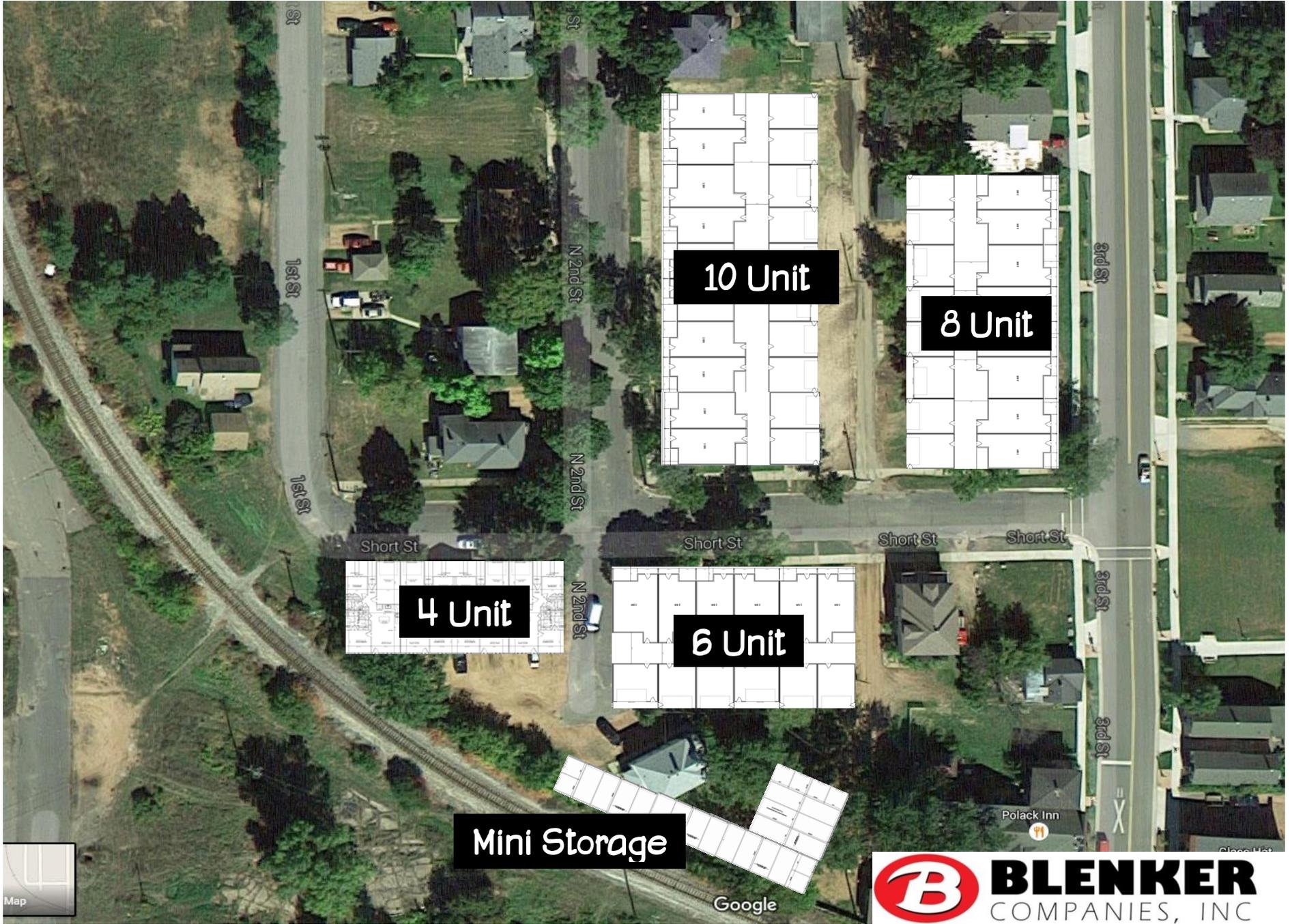


Mike Blanke - Superintendent. Mike started with Blenker in 1979 after graduating from SPASH, he went on to complete his carpentry apprenticeship and has continued to work his way up in the company and runs the job site on a day to day basis. Mike has vast knowledge of the building industry, working on everything from concrete to finish carpentry.

Norbert Trzebiatowski - Superintendent. Norb has been with Blenker since 1985 and oversees all of our finish carpentry. Norb has a keen eye for detail and treats every project as if it was his own home.

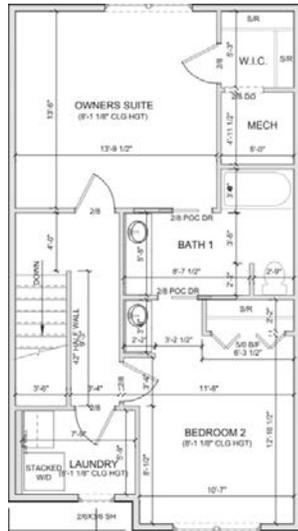


Project Concept Plans

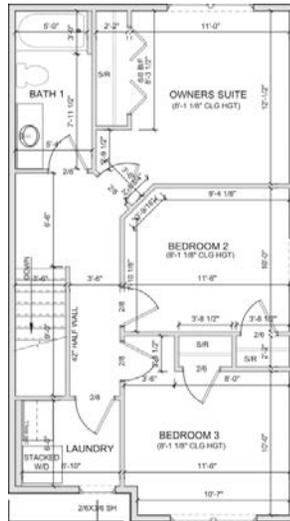




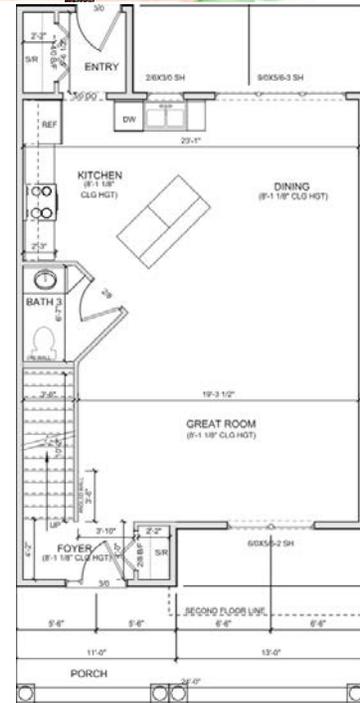
1st Floor – Type



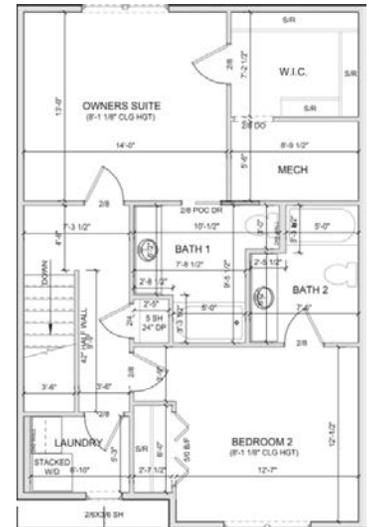
2nd Floor
2 Bedroom
Type A



2nd Floor
3 Bedroom
Type B



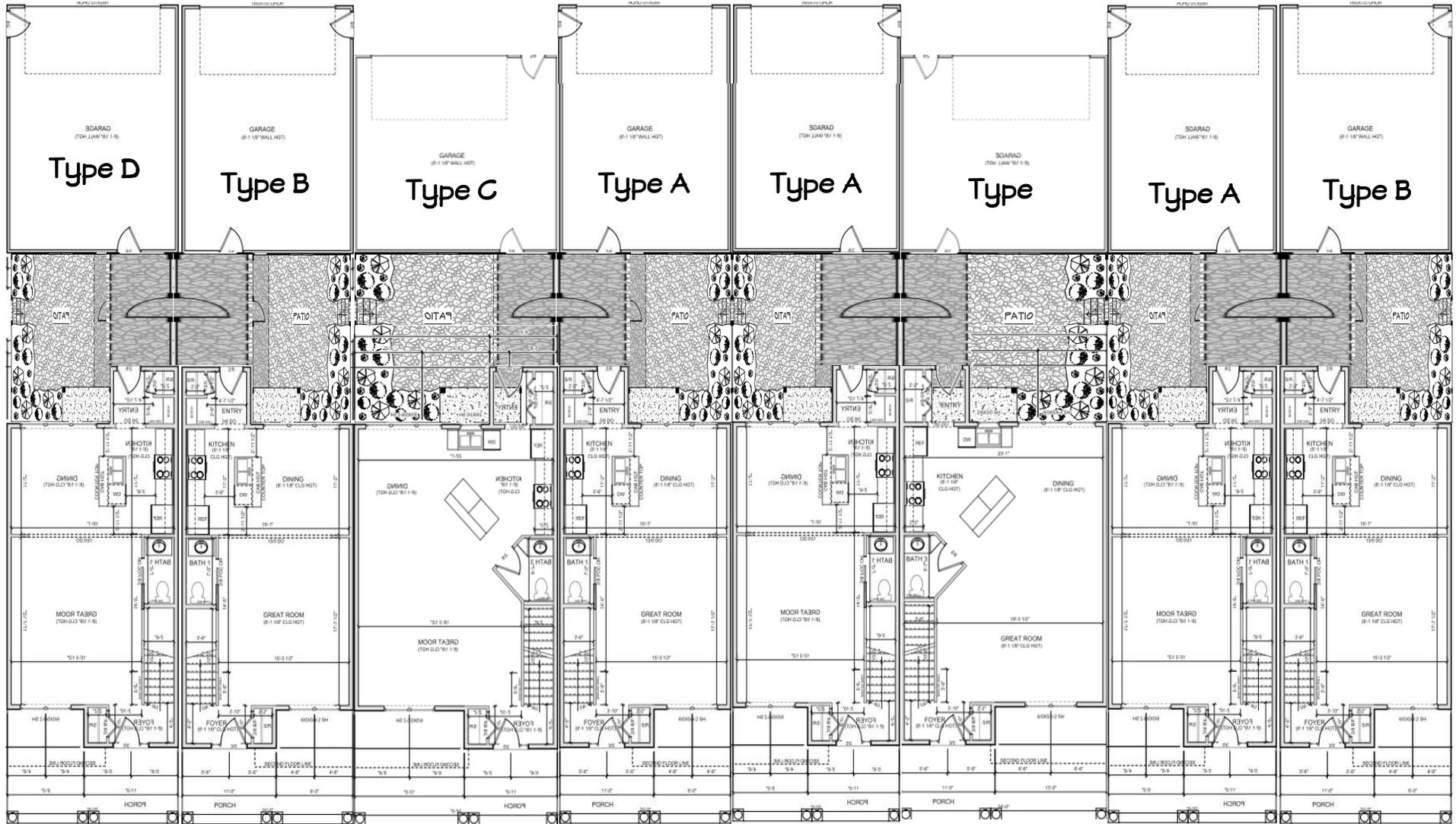
1st Floor – Type C



2nd Floor
2 Bedroom
Type C



1st Floor Street Level – 8 Unit (10 unit & 6 unit similar)

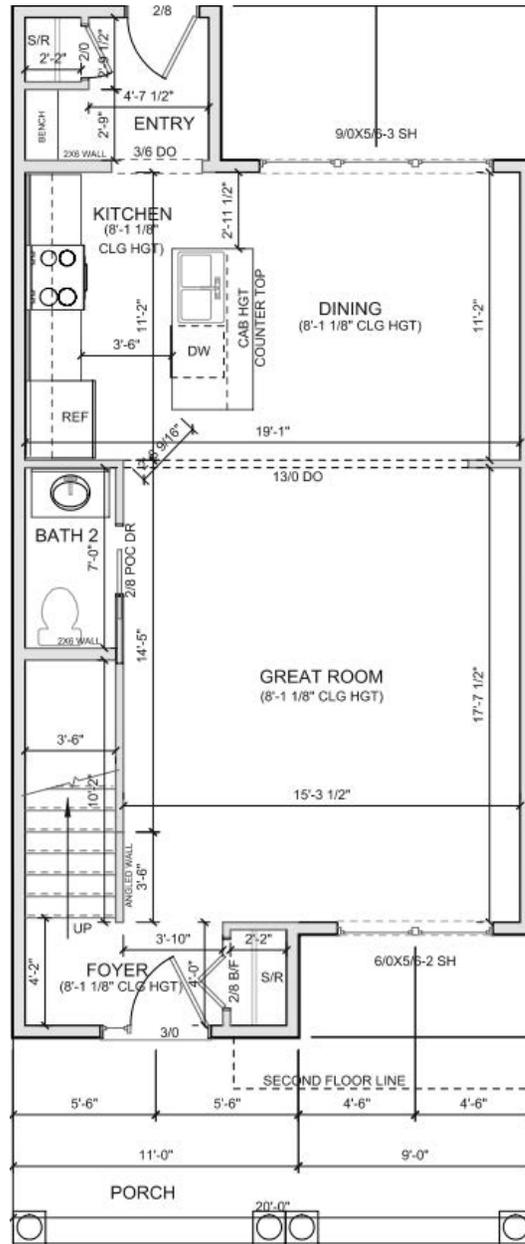


PRELIMINARY Proposed Development
RIVER EAST - 2nd, 3rd, & Short St. Wausau, WI
 Zero Lot Line Townhomes – For Sale Units
 Approx. 1400 square feet per Unit 2 & 3 bedroom units

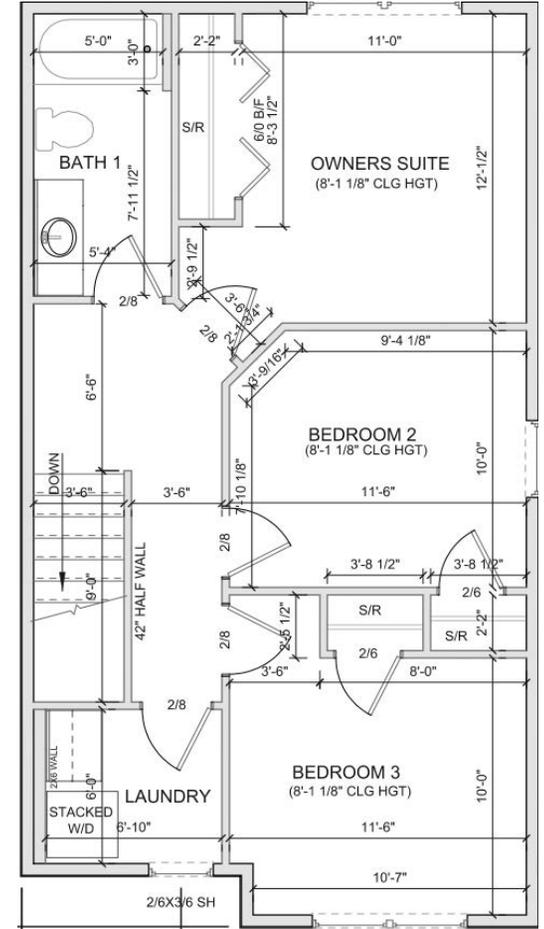




Front Elevation



1st Floor
Type B

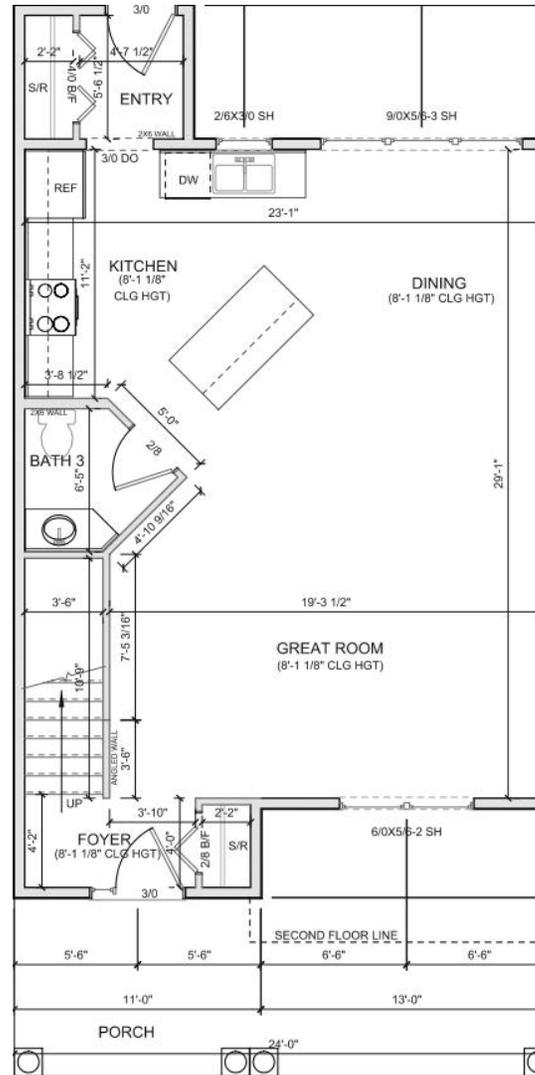


2nd Floor
Type B - 3 Bedroom

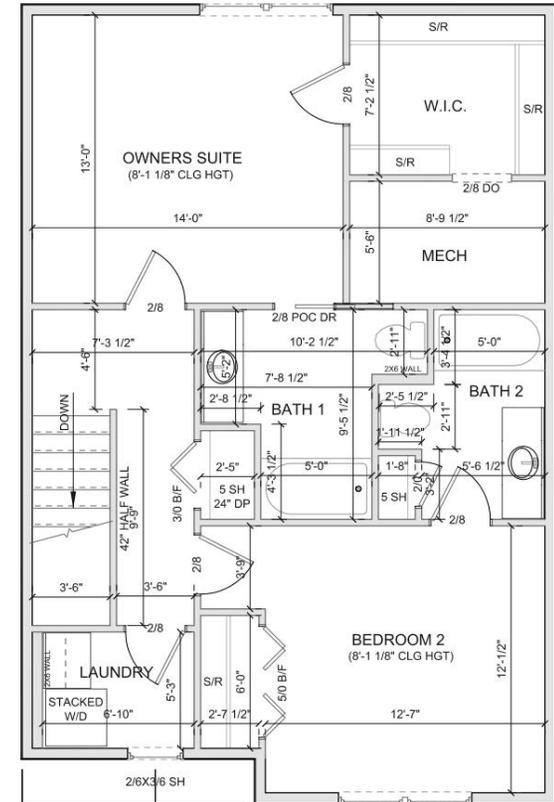




Front Elevation



1st Floor
Type C

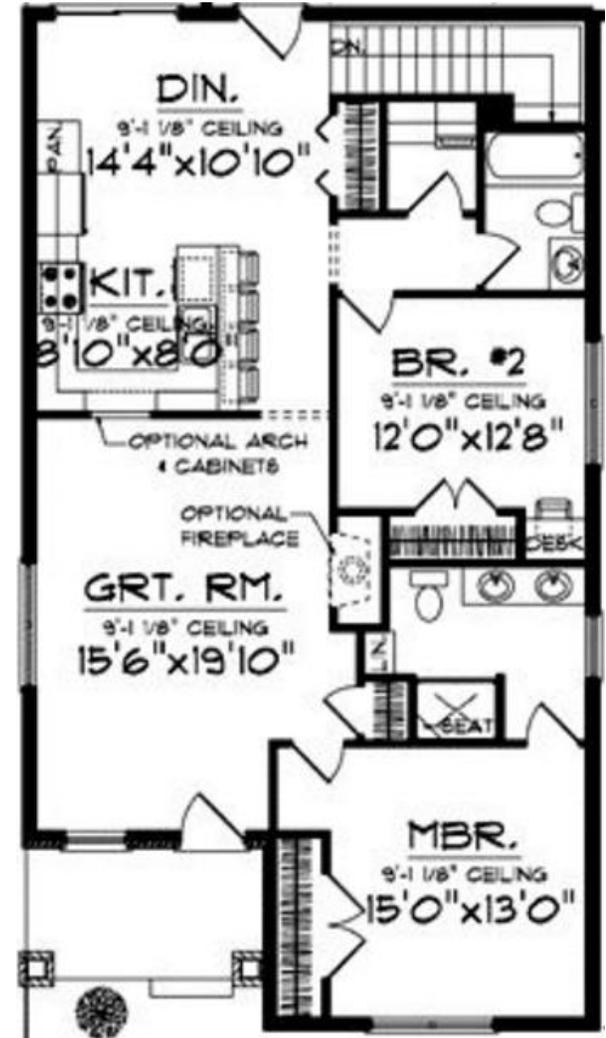


2nd Floor
Type C - 2 Bedroom





Front Elevation

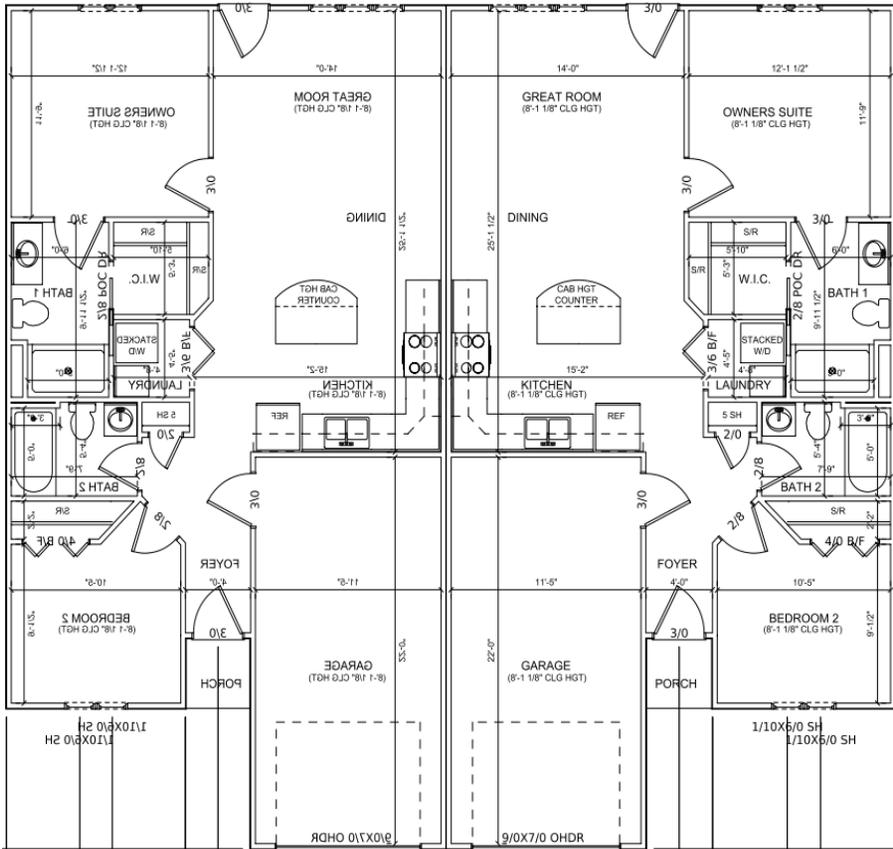


1st Floor
Type D



Partial 4 Unit

- 2 Bedroom
- 2 Bathroom
- ADA Compliant
- Attached garage
- Rear Yard



Proposed Development Wausau River East

PRELIMINARY

**Zero Lot Line Townhomes
– For Sale Units**
Approx. 1000 square feet per Unit



References

Richard Pavelski – 30+ year client

Phone: 715-343-0212

Michael Bembenek – Building Inspector

Phone: 715-570-8378

Andrew Halverson – Former Mayor of Stevens Point, current VP of Business Development for Ellis Construction

Phone: 715-321-2556

Aaron Gundlach – Client - Horizon Design Build

Phone: 608-354-0840

Ron Skrenes – Client & Attorney

Phone: 715-344-0890

Jeff Peterson – Client & Accountant

Phone: 715-344-4984

Butch Pomeroy – Client & Banker

Phone: 715-824-3325

John Evans – Associated Bank

Phone: 715-848-4749

Chad Curtis – Associated Bank

Phone: 715-389-7259

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

RESOLUTION OF THE FINANCE COMMITTEE	
Approving Modification of the 2016 Budget - Capital Project Funds and General Fund	
Committee Action:	Approved 5-0
Fiscal Impact (2016):	This action will modify the 2016 budget by re-establishing unused replacement funds and committed project and contractual obligation funds budgets in the 2016 year.
File Number:	15-1109
Date Introduced:	April 12, 2016

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: 2015 Budget Carryovers</i>
	<i>One-time Costs:</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<i>Amount: \$7,308,717</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 type="checkbox"/>	<i>Amount: Funded from Tax Levy, Debt Proceeds or TID Funds</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 checked="" type="checkbox"/> <i>Debt</i> <input checked="" type="checkbox"/> <i>Funds on Hand</i> <input checked="" type="checkbox"/> <i>Interfund Loan</i> <input type="checkbox"/>		

RESOLUTION

WHEREAS, the Finance Committee has received a request to carry forward certain 2015 budget appropriations for replacement reserves, unfinished projects and contractual obligations and non-lapsing committed fund balances thus modifying the 2016 budget, and

WHEREAS, the Finance Committee has reviewed the request and recommends carry forward appropriations and the modification of the 2016 budget, and

WHEREAS, the city uses special revenue, debt service and capital projects funds to account for the proceeds of specific revenues from grantors, contributors and other governments that are legally restricted to expenditure for a specified purpose, and

WHEREAS, your Finance Committee reviewed these fund balances and determined that these balances be designated as committed, now therefore

BE IT RESOLVED, by the Common Council of the City of Wausau that the proper City Officials be and are hereby authorized and directed to modify the 2016 budget as presented in Exhibit A and to publish the budget modification in the official newspaper as required.

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

Approved:

James E. Tipple, Mayor

FINANCE COMMITTEE

Date and Time: Tuesday, March 22, 2016 @ 5:15 pm., Board Room

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

Others Present: Tipple, Groat, Lindman, Alfonso, Ray, Rubow, Kujawa, Schock, Werth, Klein, Henrichs, Mohelnitzky, Seubert, Goede, Abitz, Gisselman, Pat Peckham.

Discussion and possible action on resolution authorizing the carryover of funds to 2016 and related 2016 Budget modification and discussion about the creation of an encumbrance policy

Groat explained typically every year we take budgeted funds from one year and move them to the next because we have projects and contractual obligations that span multiple budget years and need to be completed. She provided a listing of those accounts and reviewed them. She noted all of them were in capital budgets, including the tax increment districts, but for one that is in general fund.

She suggested they consider establishing an encumbrance policy that would basically turn this into more of an administrative task where we would look at the outstanding purchase orders and contracts and carry those over on an administrative basis rather than bring them to Finance Committee. She indicated she would also look at a replacement policy. She noted they would be evaluating the status of projects through the quarterly CIP reports.

Motion by Nutting, second by Mielke to approve the carryover resolution and list; and to direct Groat to create an encumbrance policy and bring it back to committee for consideration at a future date. Motion carried 5-0.



TO: FINANCE COMMITTEE

FROM: MARYANNE GROAT

DATE: MARCH 16, 2016

RE: BUDGET CARRYOVERS

BACK GROUND INFORMATION

Carryover requests represent one of the final budgetary processes of the year as unused but committed funds are transferred from the 2015 budget to the 2016 budget. This is most often necessary because projects and contractual obligations span multiple budget years. The carryover resolution transfers budgets established in one year (2015) to the next budget year (2016). This allows the City to meet its contractual obligations and complete projects.

Another carryover scenario is that some budgets are established to serve as replacement funds. This occurs within the CCITC and facilities maintenance. The managing department relies on these funds to serve as a financial resource for ongoing replacement of obsolete and aging assets. These funds are not expected to be exhausted annually as replacement schedules have peaks and valleys based upon replacement demands. The practice of carryover of reserve funds along with regular budgeting evens out the budget demands.

The attached table outlines each carryover and describes the contractual or project obligation or the status of the replacement fund. All of the carryover requests are capital in nature except the one Parks Department request which occurs in the General Fund.

The Water and Sewer Utility will also be requesting project carryovers. This request will be formulated once their yearend accounting is complete.

Some communities deal with the carryover process by establishing an Encumbrance Policy. The policy provides authority for staff to create a subsequent year budget modification for all outstanding purchase orders and contractual obligations without annual consideration by the governing body. I have attached two examples of an encumbrance policy. The Committee could consider creating such a policy to manage the process for the spring of 2017.

FISCAL IMPACT

The financial impact is to increase the 2016 budget to provide for the completion of contractual and project obligations and maintain replacement funds as outlined on the attached.

RECOMMENDATION

I recommend that the 2016 budget be amended to reflect the carryovers as presented on the attached schedule.

**2015 PROJECT RESERVATIONS AND FUND CARRYOVERS
TO MODIFY THE 2016 BUDGET**

FUND 150 CAPITAL IMPROVEMENTS FUND

WISCONSIN DOT PROJECTS		2015 Modified Budget	2015 Expenses	Carryover Request
150-231598718	Merrill Avenue	\$ 16,000	\$ -	\$ 16,000
150-231598713	Grand Avenue Design	32,697	15,189	17,508
150-231598736	Stewart Avenue Design	2,274		2,274
150-231598734	Thomas Street Railroad Bridge	22,322		22,322
150-231598747	1st Avenue Project	236,000	1,828	234,172
150-231598748	Townline Road Project	41,000	2,446	38,554
150-231598191	Wis DOT - Other projects	95,542	26,959	68,583
TOTAL CARRYOVER				\$ 399,413

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

STREET IMPROVEMENT PROJECTS		2015 Modified Budget	2015 Expenses	Carryover Request
150-232098230	Street Improvements	\$ 1,585,045	\$ 1,485,187	\$ 99,858
150-232098237	Street Trees	76,840	12,332	64,508
TOTAL CARRYOVER				\$ 164,366

This carryover will be used to complete the 2015 projects. The street tree budget has been carried over for several years. The budgets purpose was to establish a financial resource for the replacement and enhancement of the street tree infrastructure in the City. Original funding is debt proceeds. No additional funds were

PAVING PROJECTS		2015 Modified Budget	2015 Expenses	Carryover Request
150-232698230	Asphalt Paving	\$ 474,940	\$ 430,186	\$ 44,754
150-232698236	Asphalt Paving - Alley	12,077	1,400	10,677
TOTAL CARRYOVER				\$ 55,431

Due to low oil prices the City received very competitive bids in 2015 resulting in unexpended funds at yearend. Annually the asphalt paving budget is about \$500,000. The 2016 budget was eliminated except in the TID district budgets. This carryover will supplement the minimal 2016 budget. Original funding is debt proceeds.

SIDEWALKS		2015 Modified Budget	2015 Expenses	Carryover Request
150-233098240	Sidewalk Replacement	\$ 250,650	\$ 240,506	\$ 10,144
150-233098244	New Sidewalks	48,971	29,671	19,300
TOTAL CARRYOVER				\$ 29,444

The 2016 sidewalk replacement budget was eliminated in 2016. The 2016 sidewalk budget is the funding of the 5th Street sidewalk construction an obligation contained within the Athletic Park development agreement. This carryover will fund anticipated budget shortfalls for this 2016 project. Original funding is debt proceeds.

STORMWATER		2015 Modified Budget	2015 Expenses	Carryover Request
150-236198250	Stormwater	\$ 466,265	\$ 335,572	\$ 130,693
TOTAL CARRYOVER				\$ 130,693

This carryover will be used to cover costs associated with the completion of the 2015 projects and provide for DNR Non-Point Source Stormwater Management of \$58,000 budgeted in 2015. Original funding is debt proceeds.

OTHER INFRASTRUCTURE RELATED PROJECTS		2015 Modified Budget	2015 Expenses	Carryover Request
150-237598456	Street Lighting	\$ 108,612	\$ 32,032	\$ 76,580
150-236592190	Other Professional Services	143,992	38,335	105,657
TOTAL CARRYOVER				\$ 182,237

The street lighting budget will replace damaged and aging street lighting. Professional Services will cover the completion of the comprehensive plan, unanticipated 2016 project design and consulting services costs of and \$4,745 of the Radtke Park engineering costs. Original funding is tax levy.

**2015 PROJECT RESERVATIONS AND FUND CARRYOVERS
TO MODIFY THE 2016 BUDGET**

FUND 150 CAPITAL IMPROVEMENTS FUND CONTINUED

AIRPORT PROJECTS

	2015 Modified Budget	2015 Expenses	Carryover Request
150-237598449 Airport Facilities	\$ 74,272	\$ 28,036	\$ 46,236
TOTAL CARRYOVER			\$ 46,236

This carryover represents unspent project costs. Based upon the significant facility and infrastructure maintenance obligations on the airport and the changes to the State's commitment to the East Hangar development area we recommend these funds be carried over. These funds are tax levy funds.

PARK PROJECTS

	2015 Modified Budget	2015 Expenses	Carryover Request
150-237598406 Park Department - Park Improvements Radtke Point	\$ 55,200		\$ 55,200
150-237598405 Park Department - River Edge Trail	33,081		33,081
150-237598425 Park Department Rolling Stock	173,460	72,980	85,541
150-237598462 Park Department - Swimming Pools	5,232,452	3,541,715	1,427,579
TOTAL CARRYOVER			\$ 1,601,401

The River Edge Trail funds the continued efforts on the River Edge Trail System that are not funded through Tax Increment District Number Three or the Sternberg Fund. The Swimming Pool carryover will fund the completion of Memorial Pool and related engineering of Shulenberg Pool. The Radtke Park project was bid in the fall of 2015 and will be completed in 2016. The rolling stock budget will complete anticipated 2015 replacements. These projects were funded with debt

TECHNOLOGY PROJECTS

	2015 Modified Budget	2015 Expenses	Carryover Request
150-237598415 Network Upgrade	\$ 66,900	\$ 21,649	\$ 45,251
150-237598426 Law Enforcement Software	119,229	19,313	99,916
150-237598433 PC Replacement	111,864	78,372	33,492
150-237598434 Computer Equipment (file server upgrades, fiber, video)	155,370	80,725	74,645
150-237598438 Computer Software and Services	72,721	43,518	29,203
150-237598442 Inspections Software	110,000	9,770	100,230
150-237598446 Computer Financial Systems Software (assessment, budget, cashiering, imaging)	194,749	45,652	149,097
150-237598424 Telephone/Video	33,000	27,983	5,017
150-237598447 Computer Upgrades	26,290	-	26,290
TOTAL CARRYOVER			\$ 563,141

The carryover provides funding for the completion of a variety of projects or replacement funds. Projects include the replacement of law enforcement software, imaging software, assessment software and inspections software. Replacement funds include personal computers, network and computer infrastructure, telephone and video equipment These projects are funded with property taxes.

DPW FACILITIES

	2015 Modified Budget	2015 Expenses	Carryover Request
150-237598453 Public Works Facilities	\$ 109,063	\$ 30,666	\$ 69,063
NET CARRYOVER			\$ 69,063

This carryover includes 2014 funding for DPW overhead doors, slab improvements, office furniture and air exchanger not completed in the amount of \$25,063 and \$44,000 in 2015 for consulting services. The 2015 gangway project was completed in 2015.

Facilities

	2015 Modified Budget	2015 Expenses	Carryover Request
150-237598411 City Hall Facilities	\$ 53,449	\$ 33,909	\$ 19,540
150-237598460 Police Facilities	35,000	20,914	14,086
NET CARRYOVER			\$ 33,626

This carryover will fund continued maintenance and replacement projects in City Hall and the cast stone replacement on the public safety facility. These projects were funded with general property taxes.

WAYFINDING PROJECT

	2015 Modified Budget	2015 Expenses	Carryover Request
150-237598461 Wayfinding Project	\$ 55,000	\$ 27,450	\$ 27,550

This carryover will fund the wayfinding project underway.

TOTAL FUND 150 CAPITAL IMPROVEMENTS FUND

\$ 3,302,601

**2015 PROJECT RESERVATIONS AND FUND CARRYOVERS
TO MODIFY THE 2016 BUDGET**

FUND 141 TAX INCREMENT DISTRICT NUMBER THREE

		2015 Modified Budget	2015 Expenses	Carryover Request
141-342192190	Wayfinding Study	\$ 60,000		\$ 60,000
141-341598405	Riverfront Improvements - Dudley Obligation	325,000		324,011
141-341197200	Collaborative Consulting - Developer Contribution - Employee Housing	10,000		10,000
141-342198210	Land - Cahtolic Dioceses demolition related costs	160,000		160,000
141-342598210	Land Acquisition - 3rd Street Neighborhood Residential Acquisition	41,940	18,180	23,760
141-342897200	Developer Agreement Obligations WOW	1,129,000		1,129,000
141-342898230	Streets - 1st Street Extension Project	620,000	372,072	247,928
141-342898743	Street Lighting - 1st Street Extension Project	270,000		270,000
141-342898245	Parking Lot - 1st Street Extension Projects	235,000		235,000
141-342898240	Sidewalk - 1st Street Extension Project	45,000		45,000
141-342898290	Other Capital Improvements - Riverfront Remediation	3,226,528	1,335,175	837,483
TOTAL FUND 141 TID NUMBER THREE				\$ 3,342,182

Carryover provides funding for 3rd Street Neighborhood Residential Acquisition, the riverfront improvements for the Dudley development agreement, the demolition and site preparation obligations for the Church property annexation, the approved developer agreement with WOW, the completion of the 1st Street Extension project, the developer obligation with Collaborative Consulting and the Riverfront Remediation contractor obligation, These projects are funded by a

FUND 144 TAX INCREMENT DISTRICT NUMBER SIX

		2015 Modified Budget	2015 Expenses	Carryover Request
144-345198230	County U/K - DOT	\$ 171,189	\$ 50,522	\$ 120,667
144-344998212	Thomas Street Design	147,807	120,866	26,941
144-344397200	Developer Payments - World Market	125,000	115,000	10,000
144-345192190	Wayfinding Project	60,000	-	60,000
TOTAL FUND 144 TID NUMBER SIX				\$ 217,608

These carryovers will finance the City's obligation with the Wisconsin DOT for the U/K project, engineering for Thomas Street, an outstanding developer agreement obligation with World Market and the Wayfinding project underway. These projects were funded by debt proceeds or tax increment.

FUND 145 TAX INCREMENT DISTRICT NUMBER SEVEN

		2015 Modified Budget	2015 Expenses	Carryover Request
145-347092190	Wayfinding Project	\$ 60,000	\$ -	\$ 60,000
TOTAL FUND 144 TID NUMBER SIX				\$ 60,000

These carryovers will finance the wayfinding project underway. These projects were funded by debt proceeds or tax increment.

FUND 146 TAX INCREMENT DISTRICT NUMBER EIGHT

		2015 Modified Budget	2015 Expenses	Carryover Request
146-348392190	Wayfinding Study	\$ 60,000		\$ 60,000
TOTAL FUND 146 TID NUMBER EIGHT				\$ 60,000

These carryovers will finance the wayfinding project underway. These projects were funded by debt proceeds or tax increment.

**2015 PROJECT RESERVATIONS AND FUND CARRYOVERS
TO MODIFY THE 2016 BUDGET**

FUND 170 MOTOR POOL

	2015 Modified Budget	2015 Expenses	Carryover Request
170-150098157 Fire Motor Pool Vehicle Acquisitions	\$ 260,110	\$ 7,838	\$ 278,325
170-150098155 DPW Vehicle Acquisition	\$ 768,764	\$ 781,196	\$ 33,423
170-150098156 Police Motor Pool Vehicle Acquisitions	\$ 172,120	\$ 100,212	\$ -
TOTAL FUND 170 MOTOR POOL FUND	\$ 1,200,994	\$ 889,246	\$ 311,748

These carryovers will finance the Rescue Truck ordered July 23, 2015 that will be received in May 2016 and a DPW truck that was ordered in May 2015 that was received February 2016.

FUND 110 GENERAL FUND

	2015 Modified Budget	2015 Expenses	Carryover Request
110-130092190 Parks Departments Department	\$ 2,425,054	\$ 2,271,947	\$ 14,578
TOTAL FUND 110 GENERAL FUND			\$ 14,578

The parks department is requesting carryover funds to complete the 2015 boulevard tree removal and stump grinding projects. Heavy staff workload prevented timely distribution of the removal list to the contractor. The contractor is expected and willing to complete the tree removal in spring of 2016.

GRAND TOTAL ALL FUNDS

\$ 7,308,717

NON-LAPSING FUNDS

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

- | | |
|--|---|
| 121 Grants Fund | 150 Capital Improvement Fund |
| 122 HUD Mortgage Program Fund | 151 Room Tax Fund |
| 123 DLAD Mortgage Program Fund | 152 Public Access Fund |
| 124 HCRI Fund | 153 Recycling Fund |
| 125 Economic Development Fund | 157 OJJDP Grant Fund |
| 126 Federal Rental Rehabilitation Fund | 158 Brownfield Grant Fund |
| 127 WRRP Rehabilitation Fund | 161 Water Utility Fund |
| 128 Holtz Krause Clean Up Fund | 163 Sewer Utility Fund |
| 129 Hazardous Materials Funds | 164 WATS Fund |
| 130 Debt Service Fund | 165 Parking Fund |
| 132 Home Grant Fund | 166 Airport Fund |
| 133 Home Program Income Fund | 167 Animal Control Fund |
| 134 Home Rental Rehab Fund | 170 Motor Pool Fund |
| 135 Home Administration Fund | 171 Insurance Fund |
| 136 Neighborhood Stabilization Fund | 173 Employee Benefits Fund |
| 137 WRRP Administration Fund | 174 EMS Grant Fund |
| 138 Housing Stock Improvement Fund | 175 Employee HRA Fund |
| 141 Tax Increment District Number Three Fund | 176 Rental Licensing Fund |
| 143 Tax Increment District Number Five Fund | 177 400 Block Fund |
| 144 Tax Increment District Number Six Fund | 180 Cemetery Trust Fund |
| 145 Tax Increment District Number Seven Fund | 181 Other Trust Fund |
| 146 Tax Increment District Number Eight Fund | 186 Incubator Fund |
| 147 Tax Increment District Number Nine Fund | 180's and 800's All Trust and Agency Fund |
| 148 Tax Increment District Number Ten Fund | |

FINANCE COMMITTEE

Date and Time: Tuesday, March 22, 2016 @ 5:15 pm., Board Room

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

Others Present: Tipple, Groat, Lindman, Alfonso, Ray, Rubow, Kujawa, Schock, Werth, Klein, Henrichs, Mohelnitzky, Seubert, Goede, Abitz, Gisselman, Pat Peckham.

Discussion and possible action regarding budget modification for the purchase and installation of an exhaust system in the City fire stations funded 90% with grant funds

Kujawa stated in 2014 she requested approval to put in an application for this 90/10 grant and it was successful. The grant awarded is approximately \$135,000 so she was requesting the allocation of \$13,000 from the city to complete those exhaust systems in all three fire stations. Groat noted the funds would come from the capital projects - unreserved fund balance.

Motion by Mielke, second by Kellbach to approve the budget modification for the installation of the exhaust system in the fire stations. Motion carried 5-0.

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

RESOLUTION OF THE CISM AND FINANCE COMMITTEE	
Authorizing modification of the 2016 budget for the installation of Sidewalk on the corner of 4 th and Scott Street	
Committee Action:	Approved 4-0-1
Fiscal Impact:	Net increase the 2016 Budget in the amount of \$37,197.
File Number:	15-1109 Date Introduced: April 12, 2016

FISCAL IMPACT SUMMARY			
COSTS	<i>Budget Neutral</i>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
	<i>Included in Budget:</i>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<i>Budget Source:</i>
	<i>One-time Costs:</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<i>Amount: \$37,197</i>
	<i>Recurring Costs:</i>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<i>Amount:</i>
SOURCE	<i>Fee Financed:</i>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<i>Amount:</i>
	<i>Grant Financed:</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<i>Amount:</i>
	<i>Debt Financed:</i>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<i>Amount:</i>
	<i>TID Financed:</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<i>Amount:</i>
	<i>TID Source: Increment Revenue <input type="checkbox"/> Debt <input type="checkbox"/> Funds on Hand <input checked="" type="checkbox"/> Interfund Loan <input type="checkbox"/></i>		

WHEREAS, the Center for Visual Arts is undergoing a significant renovation project and proposed a City funded modifications to the sidewalk adjacent to their property to improve safety and improve the appearance;

WHEREAS, you Capital Improvement and Street Maintenance Committee reviewed the proposal and recommended the project; and

WHEREAS, on March 22, 2016 your Finance Committee considered and approved the budget modification that funds the project from Tax Increment District Number Three:

Increase 141-342198240	Sidewalks	\$37,197
Decrease 141-342898290	Other Capital Improvements	\$37,197

NOW THEREFORE BE IT RESOLVED by the Common Council of the City of Wausau that the proper City official(s) are authorized and directed to complete the improvements to the CVA sidewalk;

BE IT RESOLVED by the Common Council of the City of Wausau that the proper City official(s) be authorized and directed to modify the 2016 budget as outlined above.

BE IT FURTHER RESOLVED, that the proper City Officials are hereby authorized and directed to publish the budget modification in the official newspaper as required.

Approved:

James E. Tipple, Mayor

FINANCE COMMITTEE

Date and Time: Tuesday, March 22, 2016 @ 5:15 pm., Board Room

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

Others Present: Tipple, Groat, Lindman, Alfonso, Ray, Rubow, Kujawa, Schock, Werth, Klein, Henrichs, Mohelnitzky, Seubert, Goede, Abitz, Gisselman, Pat Peckham.

Budget Modification Sidewalk Improvements CVA

Oberbeck indicated he would pass the gavel to Vice Chair Kellbach for this item and abstain from the discussion and the vote because he has worked for the Grand Theater Foundation for several years on this project.

Lindman explained the CVA is proposing to bump out the sidewalk along 4th Street (the corner of 4th & Scott) to increase the walkway and decrease the slope of the sidewalk out to the roadway. This will make it easier to walk on in the winter and make it safer in general. He noted they have done some extensive work on the exterior of their building and they are asking the city to fund the cost of the bump out. Groat indicated this would be an eligible expense to TID #3 because these types of costs are in the project plan.

Motion by Nagle, second by Mielke to approve the budget modification for the sidewalk improvements. Motion carried 4-0, with one abstention.



**Center for Visual Arts
4th Street Improvements
March 3, 2016**

By: MEM
Reviewed By: JJB

Item Description	Unit	Estimated Quantity	Unit Cost	Total Cost
General				
Mobilization	LS	1	\$3,000.00	\$3,000.00
Traffic Control	LS	1	\$2,000.00	\$2,000.00
Construction Staking	LS	1	\$1,000.00	\$1,000.00
			Subtotal	\$6,000.00
Erosion Control				
Inlet Protection	EA	2	\$50.00	\$100.00
			Subtotal	\$100.00
Demolition				
Sawcut Concrete Pavement, Full Depth	LF	50	\$10.00	\$500.00
Remove Concrete Pavement	SY	35	\$2.50	\$87.50
Remove Concrete Curb & Gutter	LF	80	\$3.00	\$240.00
Remove Concrete Sidewalk	SY	55	\$2.50	\$137.50
Remove & Salvage Pavers	SY	70	\$7.50	\$525.00
Remove Inlet Box & Salvage Grate	EA	1	\$1,000.00	\$1,000.00
			Subtotal	\$2,490.00
Site Work				
Common Excavation	CY	0	\$7.00	\$0.00
Base Aggregate Dense 1 1/4-Inch , 6 inch, sidewalk	CY	15	\$25.00	\$375.00
Export Excess Material	LS	1	\$500.00	\$500.00
Adjust Existing Tree Planter Grate	EA	1	\$500.00	\$500.00
			Subtotal	\$1,375.00
Paving and Concrete				
Concrete Pavement, 6 inch	SF	175	\$6.50	\$1,137.50
Concrete Curb & Gutter, 24 inch	LF	90	\$30.00	\$2,700.00
Concrete Sidewalk, 4 inch	SF	1,010	\$7.00	\$7,070.00
Salvaged Pavers - Bed & Reinstall	SF	185	\$15.00	\$2,775.00
Pavement Marking and Signing	LS	1	\$1,000.00	\$1,000.00
			Subtotal	\$14,682.50
Utilities				
RCP, Storm Sewer, 12 inch	LF	10	\$35.00	\$350.00
Connection to Existing Storm Sewer Structure	EA	1	\$750.00	\$750.00
Storm Sewer 2'x3' Inlet Box	EA	1	\$1,500.00	\$1,500.00
Storm Sewer Salvaged Inlet Frame & Grate	EA	1	\$250.00	\$250.00
Storm Sewer Manhole, Frame & Lid	EA	1	\$2,500.00	\$2,500.00
Adjust Existing Fiber Optic Vault	EA	1	\$500.00	\$500.00
Adjust Existing Electric Manhole Frame & Lid	EA	1	\$500.00	\$500.00
			Subtotal	\$6,350.00

Assumptions Made in Takeoff:
Suitable Soils are Onsite (no EBS)

Construction Base Total	\$30,997.50
20% Contingency	\$6,199.50
Project Total	\$37,197.00





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

RESOLUTION OF THE FINANCE COMMITTEE	
Approving the election of the OMB Circular 2 CFR Part 200.141(f) Indirect Cost Rate De Minimus Election of 10%	
Committee Action:	Approved 5-0
Fiscal Impact:	The City will
File Number:	16-0407
Date Introduced:	April 12, 2016

FISCAL IMPACT SUMMARY			
COSTS	<i>Budget Neutral</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	N/A – no costs
	<i>Included in Budget:</i>	Yes <input type="checkbox"/> No <input type="checkbox"/>	
	<i>One-time Costs:</i>	Yes <input type="checkbox"/> No <input type="checkbox"/>	
	<i>Recurring Costs:</i>	Yes <input type="checkbox"/> No <input type="checkbox"/>	<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>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 is able to partially recover transit utility indirect costs from the federal and state government; and

WHEREAS, the federal government created an 10% De minimis rate election as an alternative to maintaining an indirect cost allocation policy; and

WHEREAS, the De minimis rate will reduce administrative burdens and eliminate compliance review risk; and

WHEREAS, The Finance Committee reviewed this methodology and recommends the City pursue the 10% De Minimis rate election.

NOW, THEREFORE, BE IT RESOLVED that the Common Council of the City of Wausau that the proper City officials execute a Federal De Minimis Rate Election with the Federal Government.

Approved:

James E. Tipple, Mayor

FINANCE COMMITTEE

Date and Time: Tuesday, March 22, 2016 @ 5:15 pm., Board Room

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

Others Present: Tipple, Groat, Lindman, Alfonso, Ray, Rubow, Kujawa, Schock, Werth, Klein, Henrichs, Mohelnitzky, Seubert, Goede, Abitz, Gisselman, Pat Peckham.

Discussion and possible action regarding indirect cost policy Transit

Groat explained for many years the city has conducted an Indirect Cost Allocation Plan through a private contractor that specializes in this work. They look at all of the departments and see what kind of work each one of them is doing and then try to allocate those that are considered more central services, using methodology that is considered logical and defensible to the service departments. This is important to the city for Transit because we consider those costs an expense of Transit and we get federal and state aids based on those expenses. The federal government reviews this plan triennially. She indicated the federal government has made a number of changes in their compliance law to help streamline the bureaucracy when it comes to these federal grants. She explained they are now allowing for grantees to participate in a 10% De Minimus Indirect Cost Allocation Plan, which allows us to sign and turn in this document and would no longer need this consultant to do the work. She noted the City of Green Bay has recently moved in this direction.

Groat recommended the city do this because there is a lot of administration on the part of all the departments to compile the Indirect Allocation Plan. It would also eliminate the cost of the consultant of approximately \$5,000 and reduce risk because different auditors have different opinions on what is eligible.

Greg Seubert, Transit Director, stated this is a headache for them every triennial review because although the FTA allows us to allocate these costs, they want us to have an approved cost allocation plan. The approving agency is not the FTA; it is the agency that provides the most federal funding to the city, which is HUD. HUD however, does not require the plan to be submitted and approved, so every time they come in we don't have an approved cost allocation plan, which puts us at risk.

Motion by Nagle, second by Mielke to approve the use of the 10% De Minimus plan. Motion carried 5-0.



TO: FINANCE COMMITTEE

FROM: MARYANNE GROAT

DATE: MARCH 16, 2016

RE: TRANSIT INDIRECT COST ALLOCATION

BACK GROUND INFORMATION

The City of Wausau has been allocating indirect costs to the Transit Utility for many years. The allocation rates were established by periodic indirect cost allocation plan created by an independent contractor. The fee for this service was about \$5,000.

The cost allocation plan allowed us to allocate costs of administrative departments to the transit budget and receive transit aids on these costs. In addition, these were also considered as part of the transit costs when the city was sharing services with Rothschild, Weston and Schofield.

The transit is under extra scrutiny as the compliance auditors would observe the cost allocation plan during the triennial review.

The federal government has made a number of changes in federal grant compliance as a means for stream lining processes. These changes include modifications to the indirect cost recovery policy. The Federal Government now allows grantees to charge a 10% de minimis indirect cost to the grant. The City would submit a certificate request to the FTA for authorization.

The advantages of such an election are as follows:

- Simple computation and management
- Elimination of cost of current study
- Least risk during grant review
- Easy to understand

Disadvantages of such election could be:

- Reduced grant reimbursement if funding decreases dramatically.

The City of Green Bay has recently moved in this direction for their transit.

FISCAL IMPACT

The fiscal impact will vary based upon the grant levels managed. The City can also maximize our grants by capturing more direct costs and allocating them to the fund.

Attached is a comparison of the methods for the last few years.

FTA Funding Summary

	FTA Funds Received	City Admin Fee	10% De Minimis	Difference	Local Share Difference
2014	\$1,082,298.47	\$115,376.33	\$108,229.85	(\$7,146.48)	-\$1,786.62
2013	\$1,035,072.00	\$128,321.30	\$103,507.20	(\$24,814.10)	-\$6,203.53
2012	\$970,012.00	\$124,191.15	\$97,001.20	(\$27,189.95)	-\$6,797.49
2011	\$999,847.08	\$144,428.50	\$99,984.71	(\$44,443.79)	-\$11,110.95
2010	\$1,395,147.00	\$131,146.99	\$139,514.70	\$8,367.71	\$2,091.93

CERTIFICATE OF De MINIMIS ELECTION

This is to certify that I have reviewed the requirements necessary to elect the de minimis rate of 10% per OMB Circular 2 CFR Part 200.414(f), and to the best of my knowledge and belief:

(1) (Name of Organization requesting the de minimis rate) has never received a negotiated indirect cost rate.

(2) (Name of Organization requesting de minimis rate) is not a governmental department or agency unit that receives more than \$35 million in direct Federal funding.

I declare the foregoing is true and accurate.

Federal Award Recipient: _____

Signature of Official: _____

Name of Official: _____

Title of Official: _____

Date of Certificate: _____

Requested Date of Election: _____

Date of Execution: _____

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

RESOLUTION OF THE FINANCE COMMITTEE	
Authorizing a Community Development Application for Wisconsin Housing and Economic Development Authority (WHEDA) Foundation Grant	
Committee Action:	Approved 5-0
Fiscal Impact:	Additional grant funds up to \$25,000
File Number:	16-0408
Date Introduced:	April 12, 2016

FISCAL IMPACT SUMMARY			
COSTS	<i>Budget Neutral</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	N/A – no costs
	<i>Included in Budget:</i>	Yes <input type="checkbox"/> No <input type="checkbox"/>	
	<i>One-time Costs:</i>	Yes <input type="checkbox"/> No <input type="checkbox"/>	
	<i>Recurring Costs:</i>	Yes <input type="checkbox"/> No <input type="checkbox"/>	<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>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 owns and operates a six-bedroom residential home located at 1408 Bissell Street;

WHEREAS, Northcentral Health Care Center rents this residential home along with six of their severely handicapped male clients;

WHEREAS, the rear handicapped accessible deck/entry way is in need of repairs/rebuilding and the rear landscaping needs to be addressed to alleviate flooding that occurs during the spring/heavy rain storms;

WHEREAS, the City has an opportunity to apply for funding (up to \$25,000) through the WHEDA Foundation in which the grant’s purpose is to assist in the development of improvements of housing facilities for income-qualified persons with special needs;

BE IT RESOLVED, by the Common Council of the City of Wausau that it hereby approves submission of an application to the Wisconsin Housing and Economic Development Authority (WHEDA) for grant funds to assist with the rehabilitation of the rear handicapped accessible rear deck and landscaping, and

BE IT FURTHER RESOLVED, that the Mayor be designated the authorized representative of the City to provide all information, report, and execute agreements and other documents necessary to implement the WHEDA Foundation grant.

Approved:

James E. Tipple, Mayor

FINANCE COMMITTEE

Date and Time: Thursday, April 7, 2016 @ 5:00 pm., Board Room

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

Others Present: Tipple, Groat, Lindman, Jacobson, Ra, Kujawa, Schock, Stratz, Lepinski, Goede, and other interested parties.

Authorizing a Community Development Application to Wisconsin Housing and Economic Development Authority's (WHEDA) Foundation Grant

Tammy Stratz stated the city owns a property at 1408 Bissell Street which is a group home facility of six units for severely disabled males. She explained in the back of the property there is a back deck that residents has utilized for getting outdoors and it is also a handicapped accessible exit. The deck porch area has been deteriorating and we have been maintaining it, but it needs to be rebuilt. She indicated we have an opportunity to apply for WHEDA Foundation funds of up to \$25,000 and if we are successful we would like to rebuild the deck in a composite type, maintenance free material so we don't have to continue to put money into it. She requested permission to apply for the grant.

Motion by Mielke, second by Kellbach to approve the application to WHEDA grant. Motion carried 5-0.

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

RESOLUTION OF THE FINANCE COMMITTEE

Approving termination of contract between VGSI and CCITC for assessment software

Committee Action: Failed 2-3

Fiscal Impact: The City will

File Number: 16-0409

Date Introduced: April 12, 2016

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>One-time Costs:</i>	Yes <input type="checkbox"/>	No <input type="checkbox"/>	
	<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>TID Source: Increment Revenue <input type="checkbox"/> Debt Funds on Hand <input type="checkbox"/> Interfund Loan <input type="checkbox"/></i>			

RESOLUTION

WHEREAS, a CIP request was written and approved for \$238,500 in November 2012 for FY2013 for the purchase of assessment software, and a Request for Proposals released in August 2013;

WHEREAS, responses were ranked and evaluated and demonstrations and site visits completed and Vision Government Solutions, Inc. (VGSI)'s solution was selected in December 2013;

WHEREAS, a contract was signed between the City-County Information Technology Commission (CCITC) on May 5, 2014 and VGSI on May 9, 2014. The vendor proposed project completion within 8 months;

WHEREAS, VGSI failed to deliver a finished project under the first project plan, by March 2015. It was emphasized that the implementation was needed to perform a city-wide revaluation;

WHEREAS, the City required completion by December 31, 2015, VGSI responded by letter on December 23, 2015, that they would provide a new project plan in the spring and believed a delay until June 30, 2016 was necessary to assure overall project success.

WHEREAS, your Finance Committee met on January 18 and directed staff to work with VGSI to establish project completion by June 30, 2016, with a financial guarantees associated with milestones;

WHEREAS, your Finance Committee met on February 9 and reviewed the response from VGSI that they were unable to commit to a date by which they would have a new project plan; to a financial guarantee; to a completion of the project by June 30, 2016;

WHEREAS, your Finance Committee met on March 22, 2016, to discuss the project performance of VGSI and the Interim Assessor noted no progress in the past month; a motion was made and seconded to recommend to the Common Council to direct staff to pursue terminating the contract and to send out another Request for Proposals;

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Wausau that the appropriate city officials are hereby authorized to direct staff to pursue termination of the contract on behalf of CCITC and to prepare and release another Request for Proposals for similar software.

Approved:

James E. Tipple, Mayor

SPECIAL FINANCE COMMITTEE

Date and Time: Monday, January 18, 2016 @ 4:15 pm., Board Room

Members Present: Oberbeck (C), Mielke, Kellbach, and Nutting (*entered at 4:30*)

Members Excused: Nagle

Others Present: Tipple, Wagner, Jacobson, Klein, Giese, Ray, Rubow, Henrichs, Goede

Discussion and possible action regarding status of work performed under contract between VSGI and City-County Information Technology Commission (CCITC) involving the purchase of assessment software.

Gerry Klein reviewed the budget document from the committee packet. He noted VSGI has invoiced us for the next payment of \$30,800 on October 31, 2015 for go live, which has not been paid because we have not gone live. In addition to that, we would still owe them \$53,900 plus any additional travel, which would be considered final acceptance.

Klein reviewed the timeline and key events to date, also included in the packet. He indicated the project was delayed by VSGI to February 2016 and we told them they need to be complete by the end of the year, which they were unable to do. The most recent letter from VSGI indicates they will give us a new project plan in spring with completion of the project June 30, 2016. He noted the setup of tables to model current values, training for staff on how to modify the tables, the personal property module, export of the PAD data that has been accepted by the state, the mobile home module, and the interface to our tax billing system all are not done. He stated he had a document to review in closed session. Jacobson explained the termination provisions of the contract stated under Chapter 8 and indicated she could provide further legal information in closed session.

CLOSED SESSION pursuant to Section 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, relating to review of legal options available to CCITC.

Motion by Mielke, second by Kellbach to convene in closed session. Roll Call Vote: Ayes – Kellbach, Mielke, Oberbeck. Motion carried 3-0.

FINANCE COMMITTEE

Date and Time: Tuesday, February 9, 2016 @ 6:00 pm., Council Chambers

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

Others Present: Groat, Hite, Giese, Klein, Lindman, Jacobson, Tipple, Schock, Werth, Henricks, Ray, Rubow, Chmiel, Goede, Neal, Wagner, Gisselman, Rasmussen, Abitz, Elizabeth & Paul Field, Pat Peckham, Dennis Smith, John Enk, and other interested parties.

Discussion and possible action regarding an update on the status of work performed under contract between VSGI and City-County Information Technology Commission (CCITC) involving the purchase of assessment software

Gerry Klein stated the directive from the last Finance meeting was to give the vendor three requirements in order for us to accept their delayed schedule: 1) We must receive a complete project plan from them by February 5, 2016; 2) If the project is not completed by June 30, 2016, they must commit to give us all of the money paid in back and in addition, we will not make any more payments between now and then; and 3) they must provide two more full data conversions at no cost. He indicated he spoke with the president of VSGI and the new project manager and referred to emails that he distributed to the committee. He stated we have not received a project plan yet and VSGI would not commit to refunding the money until they had a project plan completed, however, they did agree to the data conversions. He noted VSGI has indicated they will not be able to complete the project by June 30, 2016. Oberbeck stated the rest of the discussion will take place in closed session.

FINANCE COMMITTEE

Date and Time: Tuesday, March 22, 2016 @ 5:15 pm., Board Room

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

Others Present: Tipple, Groat, Lindman, Alfonso, Ray, Rubow, Kujawa, Schock, Werth, Klein, Henrichs, Mohelnitzky, Seubert, Goede, Abitz, Gisselman, Pat Peckham.

Discussion on project performance since the February update and possible action regarding the contract between VGSI and City-County Information Technology Commission (CCITC) involving the purchase of assessment software

Jeremy Ray stated that he attended a continuing education conference last week and had an opportunity to speak with some of the other communities that had also contracted with VGSI. He commented as noted in his staff report, people are jumping ship and it is not looking good for Vision in Wisconsin. He pointed out one of the reasons they pursued a product like this was so that we could share resources, reports and training with our peer cities in Wisconsin; that advantage is rapidly diminishing. Ray recommended not continuing with the Vision project.

Oberbeck questioned if Vision has done any more work on the project. Ray stated there were meetings on what has been done to this point and they appear to be bringing a new employee up to speed on the project, however, we have not seen any progress in the last month. Klein stated Vision has indicated they cannot give us a project plan with a schedule. Discussion followed regarding termination of the contract for default. Klein offered to discuss the details with the Attorney's Office.

Motion by Nutting, second by Nagle to direct staff to pursue terminating the contract and to send out an RFP.
Motion failed 2-3.

This is the status as of April 6th, 2016 on the 7 other contracts with VGSI in the state. All values approximate.

Wauwatosa

Total contract 145,000

Amount paid 140,000

Current status Have tried for 4 years to get it working. It's not working to their satisfaction. Data import still has bad data in it. Personal Property never worked. New RFP issued in the past few weeks. They are expected to select a new vendor within two weeks. They'll be notifying VGSI of cancellation if/when that happens

Brookfield

Total contract 142,000

Amount paid paid about 80-90%

Current status Have tried for 4 years. Are giving up. They released an RFP for a new solution. They gave the vendor a deadline and the vendor never responded.

Neenah

Total contract 102,000

Amount paid 40,000

Current status Tried to get it working for a while and then cancelled the contract after the vendor failed to deliver last summer. Signed with Market Drive in August 2015 and was up and working by November 2015 with the exception of an interface to their land records system which got completed after November. Have asked for their money back but the vendor has not paid them anything yet. It is currently with their city attorney to pursue the next step.

Cudahy

Total contract 100,000

Amount paid 100,000

Current status Project was never completed. They cancelled the contract and moved to an outsourced assessment department using Accurate Assessments of Menasha.

Lacrosse

Total contract 160000+

Amount paid 80000+

Current status About the same place that Wausau is. The product is installed but many things are not working correctly. The data converted has many errors. Personal property is not working. They've been assigned the same new project manager, Tim White as all the other Wisconsin cities and have seen more attention and progress from the vendor.

Madison

Total contract ?

Amount paid ?

Current status Working with the vendor on data conversion. They are not using the system. It is still not working correctly. They are running out of time as their funding has a time limit.

Waukesha

Total contract 190,000

Amount paid 170,000

Current status They are using the system but it is not providing all of the functionality that they need.

Assessment VISION Budget

\$ 238,500.00

Description	Units	Unit price	Total Cost	Recurring Cost 2015	Recurring Costs 2016	Paid	Remaining Costs to be Paid
Appraisal Vision CAMA System License Fee	1	\$80,000.00	\$80,000.00				
Interface with Apex Sketch Tool V5	0	\$5,000.00	\$0.00				Not Doing This
Project Management	1	\$15,000.00	\$15,000.00				
Installation	1	\$2,000.00	\$2,000.00				
Export to LRS	1	\$2,400.00	\$2,400.00				
Conversion from Sungard	1	\$32,000.00	\$32,000.00				
Configuration & Testing	1	\$10,000.00	\$10,000.00				
Training	1	\$10,000.00	\$10,000.00				
Travel	8	\$1,490.00	\$11,920.00				
Marshall & Swift Cost Calculator Interface (Vision)	0	\$5,000.00	\$0.00				Not Doing This
Software Maintenance	1	\$17,600.00	\$17,600.00	\$17,600.00	\$18,304.00		
Field Data Collection System Maintenance	2	\$1,000.00	\$2,000.00	\$2,000.00	\$2,080.00		
Field Data Collection System	1	\$5,000.00	\$5,000.00				
SubTotal for Items purchased from VGSI			<u>\$187,920.00</u>			<u>\$72,284.12</u>	<u>\$91,035.00</u>
Everything below this line would be payments to other entities besides VGSI							
Marshall & Swift Commercial/Industrial	0	\$1,500.00	\$0.00	\$0.00	\$0.00		Not Doing This
Tablets	2	\$2,500.00	\$5,000.00				\$5,000.00
Tablet Software	2	\$400.00	\$800.00				\$800.00
ArcGis Engin Single use License	7	\$450.00	\$3,150.00			\$3,150.00	purchased in 2015
Marshall & Swift Commercial Estimator Maintenance	1	\$1,100.00	\$1,100.00	\$3,405.95	\$3,542.19		Paid \$3,405.95 charged to City Direct Expense
Tablet PC/Network Support	2	\$543.00	\$1,086.00		\$1,086.00		
Server Instances with SQL licenses	3	\$7,000.00	\$21,000.00		\$0.00	\$14,640.00	\$4,640 SQL Licenses (14) \$10,000 Storage (14)
Aircards	6	\$480.00	\$2,880.00	\$2,880.00	\$2,995.20		\$2,880.00
Misc Expense						\$10.14	Trainer Lunch
Contingency	1	\$5,000.00	\$5,000.00				
TOTAL			<u>227,936.00</u>	<u>25,885.95</u>	<u>28,007.39</u>	<u>90,084.26</u>	<u>\$99,715.00</u>

Budget Remaining \$ 48,700.74

* Marshall & Swift was purchased by Core Logic

Payments made to VGSI

6/16/2014 25% of contract	\$38,500
12/23/2014 32.4% of \$30,800 for installation and base setup	\$10,000
6/29/2015 paid two bills on one check; 2nd 1/3 of \$30,800 payment	\$10,000
6/29/2015 for remaining 1/3 of \$30,800 payment	\$10,800
10/19/2015 for travel and lodging	\$2,984.12
	<u>\$72,284.12</u>

Remaining Payment potential

We have received an invoice for \$30,800 on 10/31/2015 for Go Live which we have not paid
 We still would owe \$53,900 plus any additional travel at Final Acceptance



STAFF REPORT

March 16, 2016

RE: Vision Government Solutions Inc. Property Assessment Software Implementation

The following statements are regarding the conversion of our Computer Assisted Mass Appraisal (CAMA) software from our current legacy system to the selected vendor: Vision Government Solutions Inc. (VGSI or Vision).

First of all, it is important to stress that VGSI was selected through a rigorous evaluation process of weighted criteria reviewed by members of the City of Wausau Assessment Department, the City County Information Technology Commission (CCITC), and the eight other communities* in Wisconsin who awarded Vision a contract. (*Madison, Brookfield, Cudahy, LaCrosse, Neenah, Waukesha, Wauwatosa, and the Village of Pewaukee.)

It is extremely unfortunate that up this point VGSI has not been able to provide the promised product and the timeframe for completion remains a moving target. While it is encouraging our new Vision project manager appears committed to making the project a success, we have to date not received the requested project completion plan. Of the eight contracted communities: Neenah, Cudahy, and the Village of Pewaukee discontinued their projects months ago in favor of other solutions, Wauwatosa has issued a new Request for Proposals (RFP) for CAMA software and Brookfield will also be issuing a new RFP. This leaves Waukesha and LaCrosse with hard decisions moving forward as they have either mostly or fully paid for a product which still does not function as advertised. Madison is still in their conversion phase with little invested and a strict funding termination date which will likely cause their project to correspondingly be discontinued. Also of note is that Milwaukee had considered Vision's product but elected to negotiate with another vendor.

Given this disappointing information it is hard for me to continue supporting the implementation of the Vision product. Time is not available to hold the hand of a floundering key element of the assessment process. From a management perspective it is best practice to remove underperforming aspects of an organization as quickly as possible. Knowing there are other CAMA software providers in the marketplace and that significant time has elapsed from when the original RFP was issued, it is my recommendation the Vision contract be cancelled for convenience and a new unbiased RFP be issued for user ready CAMA software.

Reported by:

A handwritten signature in black ink, appearing to read "Jeremy M. Ray".

Jeremy M. Ray
Interim City Assessor

As given to finance Committee at 2/22/2016 meeting:

Facts related to purchase of Computer Aided Mass Assessment software from VGSI

The existing software provider, Sungard, notified us a few years ago that they would no longer be supporting the product that Wausau uses for CAMA.

A CIP request was written and approved for \$238,500 for FY2013

An RFP was written and released in August 2013.

Responses were ranked and evaluated. Demonstrations and site visits were completed.

VGSI's solution was selected. They have a strong presence in a few eastern states. They had no presence in Wisconsin but 7 other Wisconsin municipalities were also working with them on implementations. It was more expensive than the second choice, Market Drive, by \$48,000 but the Assessment Department felt strongly that it had enough additional value that it warranted the extra cost. The contract took a few months to negotiate.

A contract was signed April 30th, 2014

The vendor proposed that the project would take 8 months

By the time that we received our first project plan, the GoLive date was set for early March 2015

VGSI failed to deliver a finished project by March 2015

We explained to VGSI that we planned to do a full revaluation in summer 2015. It was made clear that we'd need everything done by June 2015.

VGSI failed to meet the June 2015 date

The revaluation was performed on the old Sungard HTE software

The project manager resigned in October 2015. A new project manager was assigned. About this time we started learning that other Wisconsin projects were at risk. Subsequently the president resigned. The head of Sales resigned. It appeared that they had a shortage of software development resources as evidenced by work not getting done.

About that time the new project manager provided a project plan showing the project finishing in early February 2016. November 6th the IT Director and project manager met with the new project manager and said that 12/31/2015 was a date that must be met. Any plan that had the project finishing later would be unacceptable. VGSI said that they'd try to get the resources necessary to meet the date. On December 3rd the project manager notified us that they would not make the date.

December 10th, 2015 Mayor Tipple and I sent a letter to the new president of VGSI clarifying the importance of being done by 12/31/2015. That letter has been provided to you. December 28th we

received a response from VGSI. They said that they would give us a new project plan in “spring” that showed them finishing June 30th, 2016.

Although they make progress, nothing is 100% completed. Recently we received a third data export (conversion of our data) and it has some issues and still is not 100% completed. In addition, to date we have failed to see completion of the following:

- Setup of the tables to model current values similar to 2015 values
- Training for our staff on how to modify the tables as needed
- The personal property module
- An Export of PAD data that has been accepted by the state of WI DOR
- Mobile Home module
- The interface to our tax billing system

At the January 18th Finance Committee meeting we reviewed all of the above information. You were also provided a summary of facts and some timeline information. From that meeting I was instructed to work with VGSI to try and get the project completed successfully by June 30th, 2016 with 100% finance guarantee. I had a conference with their president on 1/20/16 and then followed up on the 27th with a summary of our requirements for accepting another delay. That Email was provided to you at a previous meeting.

By the Feb 5th deadline for their agreement, they responded that they:

- 1) Could not provide a detailed project plan at this time. No commitment of a new date was provided
- 2) Could not be completed by June 30th and they could not yet provide a date in which we would be completed
- 3) Could not agree to the financial guarantee
- 4) Could agree to performing two more data conversions

I reviewed this with the Finance Committee on 2/9/2016 as well as the exact budget detail of payments made to VGSI.

Final Summary: Your IT director recommends cancelling the contract with VGSI and either re-releasing the same RFP or moving to choice #2, Market Drive, which is being used successfully by many Wisconsin cities (including Green Bay and Neenah) and private assessment companies. They are located in Wisconsin, can be done in about 4-5 months, provide a 100% money back guarantee, and will costs in the ballpark of \$85,000.

It's important to note that Nan Giese, the City Assessor recommends staying with VGSI. I'll defer to the Assessment department to explain their position.

I'll defer to Anne Jacobsen, the city Attorney to explain the risks related to cancelling the contract and your choices within the procurement rules. This information was compiled by Gerry Klein, Director, the City-County IT Commission

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

RESOLUTION OF THE FINANCE COMMITTEE	
Awarding the Sale of \$8,825,000 General Obligation Promissory Notes, Series 2016A	
Committee Action:	Pending
Fiscal Impact:	\$8,825,000 plus interest costs determined on sale date
File Number:	16-0316A
Date Introduced:	April 12, 2016

FISCAL IMPACT SUMMARY			
COSTS	<i>Budget Neutral</i>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
	<i>Included in Budget:</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<i>Budget Source:</i>
	<i>One-time Costs:</i>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<i>Amount:</i>
	<i>Recurring Costs:</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<i>Amount: Annual Debt Amortization will be determined on sale date</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: Annual Retirement</i>
	<i>TID Financed:</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<i>Amount: \$4,500,000 TID #6 for Thomas Street</i>
	<i>TID Source: Increment Revenue <input checked="" type="checkbox"/> Debt <input type="checkbox"/> Funds on Hand <input type="checkbox"/> Interfund Loan <input type="checkbox"/></i>		

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

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

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

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

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

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

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

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

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

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

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

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

Proposal on behalf of the City. The good faith deposit of the Purchaser shall be retained by the City Treasurer until the closing of the note issue, and any good faith deposits submitted by unsuccessful bidders shall be promptly returned. The Notes shall bear interest at the rates set forth on the Proposal.

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

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

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

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

Section 5. Tax Provisions.

(A) Direct Annual Irrepealable Tax Levy. For the purpose of paying the principal of and interest on the Notes as the same becomes due, the full faith, credit and resources of the City are hereby irrevocably pledged, and there is hereby levied upon all of the

taxable property of the City a direct annual irrepealable tax in the years 2016 through 2025 for the payments due in the years 2017 through 2026 in the amounts set forth on the Schedule.

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

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

Section 6. Segregated Debt Service Fund Account.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Adopted, approved and recorded April 12, 2016.

James E. Tipple
Mayor

ATTEST:

Toni Rayala
City Clerk

(SEAL)

EXHIBIT A

Notice of Sale

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

(See Attached)

DRAFT

EXHIBIT B

Bid Tabulation

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

(See Attached)

DRAFT

EXHIBIT C

Winning Bid

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

(See Attached)

DRAFT

EXHIBIT D-1

Pricing Summary

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

(See Attached)

DRAFT

EXHIBIT D-2

Debt Service Schedule and Irrepealable Tax Levies

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

(See Attached)

DRAFT

[EXHIBIT MRP

Mandatory Redemption Provision

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

For the Term Bonds Maturing on April 1, ____

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

For the Term Bonds Maturing on April 1, ____

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

For the Term Bonds Maturing on April 1, ____

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

For the Term Bonds Maturing on April 1, ____

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

EXHIBIT E

(Form of Note)

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

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

DEPOSITORY OR ITS NOMINEE NAME: CEDE & CO.

PRINCIPAL AMOUNT: _____ THOUSAND DOLLARS
(\$_____)

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

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

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

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

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

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

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

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

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

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

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

CITY OF WAUSAU,
MARATHON COUNTY, WISCONSIN

By: _____
James E. Tipple
Mayor

(SEAL)

By: _____
Toni Rayala
City Clerk

[Date of Authentication: _____, _____]

CERTIFICATE OF AUTHENTICATION

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

_____,

By _____

Authorized Signatory]

DRAFT

ASSIGNMENT

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

(Name and Address of Assignee)

(Social Security or other Identifying Number of Assignee)

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

Dated: _____

Signature Guaranteed:

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

(Depository or Nominee Name)

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

(Authorized Officer)

[EXHIBIT F

Fiscal Agency Agreement

(See Attached)]

DRAFT

EXHIBIT [F/G]

NOTICE OF REDEMPTION*

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

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

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

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

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

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

Very truly yours,

City of Wausau

Dated _____

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

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

RESOLUTION OF THE FINANCE COMMITTEE	
Awarding the Sale of \$6,630,000 General Obligation Corporate Purpose Bonds, 2016B	
Committee Action:	Pending
Fiscal Impact:	\$6,630,000 plus interest costs determined on sale date
File Number:	16-0316B
Date Introduced:	April 12, 2016

FISCAL IMPACT SUMMARY			
COSTS	<i>Budget Neutral</i>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
	<i>Included in Budget:</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<i>Budget Source:</i>
	<i>One-time Costs:</i>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<i>Amount:</i>
	<i>Recurring Costs:</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<i>Amount: To be determined on sale date</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: \$3,370,000 TID #3</i>
	<i>TID Source: Increment Revenue <input checked="" type="checkbox"/> Debt <input type="checkbox"/> Funds on Hand <input type="checkbox"/> Interfund Loan <input type="checkbox"/></i>		

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

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

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

WHEREAS, on March 22, 2016, the Common Council of the City also adopted a resolution providing for the general obligation bond issues authorized by the Initial Resolutions

to be combined, issued and sold as a single issue of bonds designated as "General Obligation Corporate Purpose Bonds, Series 2016B" (the "Bonds") for the purpose of paying the cost of the projects described in the Initial Resolutions (collectively, the "Project");

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 5. Tax Provisions.

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

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

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

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Section 6. Segregated Debt Service Fund Account.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Adopted, approved and recorded April 12, 2016.

James E. Tipple
Mayor

ATTEST:

Toni Rayala
City Clerk

(SEAL)

EXHIBIT A

Notice of Sale

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

(See Attached)

DRAFT

EXHIBIT B

Bid Tabulation

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

(See Attached)

DRAFT

EXHIBIT C

Winning Bid

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

(See Attached)

DRAFT

EXHIBIT D-1

Pricing Summary

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

(See Attached)

DRAFT

EXHIBIT D-2

Debt Service Schedule and Irrepealable Tax Levies

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

(See Attached)

DRAFT

[EXHIBIT MRP

Mandatory Redemption Provision

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

For the Term Bonds Maturing on April 1, _____

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

For the Term Bonds Maturing on April 1, _____

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

For the Term Bonds Maturing on April 1, _____

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

For the Term Bonds Maturing on April 1, _____

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

EXHIBIT E

(Form of Bond)

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

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

DEPOSITORY OR ITS NOMINEE NAME: CEDE & CO.

PRINCIPAL AMOUNT: _____ THOUSAND DOLLARS
(\$_____)

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

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

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

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

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

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

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

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

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

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

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

CITY OF WAUSAU,
MARATHON COUNTY, WISCONSIN

By: _____

James E. Tipple
Mayor

(SEAL)

By: _____

Toni Rayala
City Clerk

[Date of Authentication: _____, _____]

CERTIFICATE OF AUTHENTICATION

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

_____,

By _____
Authorized Signatory]

DRAFT

ASSIGNMENT

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

(Name and Address of Assignee)

(Social Security or other Identifying Number of Assignee)

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

Dated: _____

Signature Guaranteed:

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

(Depository or Nominee Name)

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

(Authorized Officer)

[EXHIBIT F

Fiscal Agency Agreement

DRAFT

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

RESOLUTION OF THE FINANCE COMMITTEE	
Awarding the Sale of \$4,755,000 Taxable General Obligation Community Development Bonds, Series 2016C	
Committee Action:	Pending
Fiscal Impact:	\$4,755,000 plus interest costs determined on sale date
File Number:	16-0316C
Date Introduced:	April 12, 2016

FISCAL IMPACT SUMMARY			
COSTS	<i>Budget Neutral</i>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
	<i>Included in Budget:</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<i>Budget Source:</i>
	<i>One-time Costs:</i>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<i>Amount:</i>
	<i>Recurring Costs:</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<i>Amount: Annual debt amortization will be determined on sale date</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: Annual Retirement</i>
	<i>TID Financed:</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<i>Amount: \$4,755,000</i>
	<i>TID Source: Increment Revenue <input checked="" type="checkbox"/> Debt <input type="checkbox"/> Funds on Hand <input type="checkbox"/> Interfund Loan <input type="checkbox"/></i>		

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

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

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

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

for the purpose of paying the cost of the project described in the Initial Resolution (the "Project");

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

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

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

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

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

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

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

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

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

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

Section 1B. Award of the Bonds. The Proposal of the Purchaser offering to purchase the Bonds for the sum set forth on the Proposal, plus accrued interest to the date of delivery,

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

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

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

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

Section 5. Tax Provisions.

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

(B) Tax Collection. So long as any part of the principal of or interest on the Bonds remains unpaid, the City shall be and continue without power to repeal such levy or

obstruct the collection of said tax until all such payments have been made or provided for. After the issuance of the Bonds, said tax shall be, from year to year, carried onto the tax roll of the City and collected in addition to all other taxes and in the same manner and at the same time as other taxes of the City for said years are collected, except that the amount of tax carried onto the tax roll may be reduced in any year by the amount of any surplus money in the Debt Service Fund Account created below.

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

Section 6. Segregated Debt Service Fund Account.

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

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

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

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

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

Section 8. Execution of the Bonds; Closing; Professional Services. The Bonds shall be issued in printed form, executed on behalf of the City by the manual or facsimile signatures of the Mayor and City Clerk, authenticated, if required, by the Fiscal Agent (defined below), sealed with its official or corporate seal, if any, or a facsimile thereof, and delivered to the Purchaser upon payment to the City of the purchase price thereof, plus accrued interest to the date of delivery (the "Closing"). The facsimile signature of either of the officers executing the Bonds may be imprinted on the Bonds in lieu of the manual signature of the officer but, unless the City has contracted with a fiscal agent to authenticate the Bonds, at least one of the signatures appearing on each Bond shall be a manual signature. In the event that either of the officers whose signatures appear on the Bonds shall cease to be such officers before the Closing, such signatures shall, nevertheless, be valid and sufficient for all purposes to the same extent as if they had remained in office until the Closing. The aforesaid officers are hereby authorized and directed to do all acts and execute and deliver the Bonds and all such documents, certificates and acknowledgements as may be necessary and convenient to effectuate the Closing. The City hereby authorizes the officers and agents of the City to enter into, on its behalf, agreements and contracts in conjunction with the Bonds, including but not limited to agreements and contracts for legal, trust, fiscal agency, disclosure and continuing disclosure, and rebate calculation services. Any such contract heretofore entered into in conjunction with the issuance of the Bonds is hereby ratified and approved in all respects.

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

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

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

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

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

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

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

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

Section 15. Undertaking to Provide Continuing Disclosure. The City hereby covenants and agrees, for the benefit of the owners of the Bonds, to enter into a written undertaking (the

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

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

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

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

18. Conflicting Resolutions; Severability; Effective Date. All prior resolutions, rules or other actions of the Common Council or any parts thereof in conflict with the provisions hereof shall be, and the same are, hereby rescinded insofar as the same may so conflict. In the event that any one or more provisions hereof shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions hereof. The foregoing shall take effect immediately upon adoption and approval in the manner provided by law. Adopted, approved and recorded April 12, 2016.

James E. Tipple
Mayor

ATTEST:

Toni Rayala
City Clerk

(SEAL)

DRAFT

EXHIBIT A

Notice of Sale

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

(See Attached)

DRAFT

EXHIBIT B

Bid Tabulation

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

(See Attached)

DRAFT

EXHIBIT C

Winning Bid

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

(See Attached)

DRAFT

EXHIBIT D-1

Pricing Summary

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

(See Attached)

DRAFT

EXHIBIT D-2

Debt Service Schedule and Irrepealable Tax Levies

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

(See Attached)

DRAFT

[EXHIBIT MRP

Mandatory Redemption Provision

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

For the Term Bonds Maturing on April 1, _____

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

For the Term Bonds Maturing on April 1, _____

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

For the Term Bonds Maturing on April 1, _____

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

For the Term Bonds Maturing on April 1, _____

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

EXHIBIT E

(Form of Bond)

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

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

DEPOSITORY OR ITS NOMINEE NAME: CEDE & CO.

PRINCIPAL AMOUNT: _____ THOUSAND DOLLARS
(\$_____)

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

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

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

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

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

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

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

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

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

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

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

CITY OF WAUSAU,
MARATHON COUNTY, WISCONSIN

By: _____
James E. Tipple
Mayor

(SEAL)

By: _____
Toni Rayala
City Clerk

DRAFT

[Date of Authentication: _____, _____]

CERTIFICATE OF AUTHENTICATION

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

By _____
Authorized Signatory]

DRAFT

ASSIGNMENT

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

(Name and Address of Assignee)

(Social Security or other Identifying Number of Assignee)

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

Dated: _____

Signature Guaranteed:

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

(Depository or Nominee Name)

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

(Authorized Officer)

[EXHIBIT F

Fiscal Agency Agreement

DRAFT

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

RESOLUTION OF THE FINANCE COMMITTEE

Approving alleged claim for recovery of unlawful tax – Achieve Center, Inc. (520 N. 28th Avenue)

Committee Action: Pending

Fiscal Impact: None

File Number: 16-0214

Date Introduced: April 12, 2016

FISCAL IMPACT SUMMARY

COSTS	<i>Budget Neutral</i>	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	
	<i>Included in Budget:</i>	Yes <input type="checkbox"/>	No <input type="checkbox"/>	<i>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, on January 29, 2016, Achieve Center, Inc. filed a claim for recovery of an unlawful tax for its property located at 520 N. 28th Avenue (PIN 291.2907.281.0977) pursuant to Section 74.35(2), Wisconsin Statutes; and

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

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

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

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

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

Approved:

James E. Tipple, Mayor

YEAR STATE OF WISCONSIN
2015 CITY OF WAUSAU

ORIGINAL TAX RECEIPT
3071774 ACFWBAS1 1/29/2016

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

59.282907.004.011.0000

PAID BY:

520 N 28TH AVE

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

ACHIEVE CENTER INC
520 N 28TH AVE
WAUSAU WI 54401

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

Return this portion with payment.

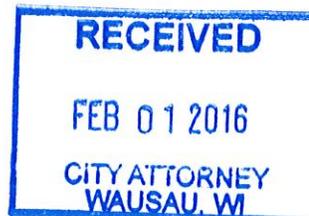
Total Due for Full Payment:
Installment Payment:
Payment Date:

Amount Enclosed \$ _____

Check For Billing Address Change.

Make check payable and mail payments to:

January 28, 2016



HAND DELIVERED

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

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

Dear Ms. Rayala:

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

Background for Claim

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

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

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

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

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

Basis for Claim

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

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

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

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

2. Achieve is a benevolent organization.

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

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

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

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

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

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

3. Achieve uses the property for exempt purposes.

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

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

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

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

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

Amount of Claim

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

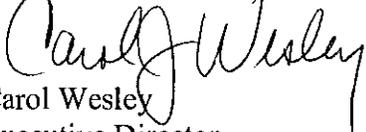
Achieve requests that the City provide notice to it within 90 days, by certified or registered mail, as to whether this claim is allowed or disallowed, pursuant to § 74.35(3)(b), Stats.

Thank you for your consideration.

Very truly yours,

Toni Rayala, City Clerk
January 28, 2016
Page 5

ACHIEVE CENTER, INC.


Carol Wesley
Executive Director

Enclosure

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

ATTACHMENT A

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

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

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

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

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

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

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

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

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

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

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

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

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

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



TAX EXEMPTION REQUEST DETERMINATION

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

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



Recovery of Unlawful Taxes Worksheet

Claimant: Achieve Center, Inc.

PIN: 291-2907-281-0977

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

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

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

Claim Determination: ALLOW DISALLOW

Determination by: Jeremy M. Ray – Interim City Assessor