



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

## OFFICIAL NOTICE AND AGENDA

of a meeting of a City Board, Commission, Department, Committee, Agency, Corporation, Quasi-Municipal Corporation, or sub-unit thereof.

Meeting of: **FINANCE COMMITTEE**  
Date/Time: **Tuesday, March 24, 2015 at 5:30 PM**  
Location: **City Hall, 2nd Floor Board Room**  
Members: Keene Winters (C), Karen Kellbach, Dave Nutting, David Oberbeck, Bill Nagle

### AGENDA ITEMS FOR CONSIDERATION/ACTION

- 1 Public Comment on matters appearing on the agenda.
- 2 Minutes of previous meeting(s). (2/24/15)
- 3 Discussion and possible action on Transfer of Funds - From the Police Department to the Fire Department - Hardel
- 4 Discussion and possible action to consider authorizing rates and fees for operation of FAA aviation medical examination service from private airport hangar, and execution of Amendment to Airport Ground Lease to allow such operation.
- 5 Discussion and possible action on PetData Report - Groat
- 6 Discussion and possible action on February 2015 General Fund Financial Report - Groat
- 7 Discussion and possible action regarding Strategic Plan - Tipple
- 8 Discussion and possible action regarding the Downtown Mall - Tipple
- 9 Discussion and possible action regarding the Assessment Department revaluation project - Tipple
- 10 Discussion and possible action regarding the Capital Improvement Budget Process - Groat
- 11 Presentation regarding December 31, 2014 financial position of the Tax Increment Districts - Groat  
Adjournment

Keene Winters, Chair

This notice was posted at City Hall and emailed to the Wausau Daily Herald newsroom on 3/19/15 at 3:00 pm.

It is possible and likely that members of, and possibly a quorum of the Council and/or members of other committees of the Common Council of the City of Wausau may be in attendance at the above-mentioned meeting to gather information. **No action will be taken by any such groups.**

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

Other Distribution: Media, (Alderspersons: Wagner, Neal, Gisselman, Rasmussen, Abitz, Mielke), \*Tipple, \*Jacobson, \*Groat, Rayala, Department Heads

**FINANCE COMMITTEE**

Date and Time: Tuesday, February 24, 2015 @ 5:00 pm., Board Room

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

Others Present: Tipple, Groat, Barnes, Giese, Gehin, Werth, Hite, Wesolowski, Finke, Whalen, Kujawa, Wagner, Neal, Gisselman, Mielke, Abitz, Goede.

In accordance with Chapter 19, Wisc. Statutes, notice of this meeting was posted and sent to the Daily Herald in the proper manner. It was noted that there was a quorum present and the meeting was called to order by Chairperson Winters.

**Public Comment on matters appearing on the agenda.**

None

**Minutes of previous meetings. (1/06/15 & 1/27/15)**

Motion by Nagle, second by Nutting to approve the minutes of previous meetings on 1/06/15 and 1/27/15. Motion carried 5-0.

**Sole source purchase paramedic supplies from Aspirus Hospital – Finke**

Josh Finke explained they were asking for permission to purchase a portion of the EMS supplies they use throughout each year. All of the EMS supplies are obtained through two main vendors, one of them being Aspirus, we purchase the supplies to initiate our intravenous therapy, as well as all of our medications. He indicated some of these items are less expensive through Aspirus as compared to two other vendors we looked at for pricing, other items are specialized and save the patient money in the long run or save the patient time providing better outcomes. Medications are purchased from both hospitals by replacing what we use when we transport to the hospital and have nearly zero waste that way. He noted all of these costs are passed on to the patient.

Motion by Nagle, second by Kellbach to approve the sole source purchase for paramedic supplies from Aspirus Hospital. Motion carried 5-0.

**Discussion and possible action on 10 year repayment for special assessments – Groat**

Groat stated in 2012 we made a few changes to our special assessment policy, which provided for a five-year repayment of assessments. The change added a new classification of a 10 year repayment if the total assessment was over \$20,000. We also reduced our interest rate from 9% to 1% over our borrowing rate. This provides the homeowner with some significant flexibility in repayment terms and reduced their overall costs.

Groat stated when the public hearings were held for special assessments this year, they had a property owner explain that he had multiple properties on one street and although those individual assessments would not exceed \$20,000, but they would be if bundled together. He is asking if he can use the 10 year repayment. She questioned if the committee was interested in changing the policy to allow for bundling of multiple properties in a given year or authorize a one-time exception.

Motion by Nagle, second by Nutting to allow for bundling of properties for a 10 year repayment plan of special assessments over \$20,000. Motion carried 5-0.

**Discussion and Possible Action regarding the development of a fiscal impact policy – Winters**

Winters stated in any decision policymakers must weigh the cost and benefits of taking a particular action. The fiscal estimate of any staff analysis is one of the key places where Council members look to understand what the costs are. He suggested that complete fiscal impact information could include: the dollar amount of the action; whether the cost is one-time or re-occurring; what is the source of the funds being used; if debt is used, when is the amount of debt required and what will be the resulting annual debt service costs until the debt is retired; if TIF money is being used, what is the source of the TIF funds, is it incremental revenues, bonds that we plan to issue, or is it a loan from the city's fund balance. Groat suggested modifying the top portion of resolutions to provide boxes to check regarding these items. She indicated she could bring this back to the next meeting for their review.

**Discussion and possible action regarding staff responses to Agreed Upon Procedures Report – Groat**

Groat stated in order to create an audit trail of documents we will electronically keep a file of purchase orders over \$5,000 and the related procurement documentation as recommended. She indicated the duplicate payment error rate was low, but will stress careful review. A clear definition of sole sources purchasing has been added to the Procurement Policy. She stated a purchase order cover sheet has been created as well. Werth indicated modifications to their tracking sheet of development agreements to include grants, loans, or services provided are underway. Groat stated legal service purchases have been centralized under the legal department, and it was determined when to go out for RFP and what financial threshold would require Finance committee review. She stated we have been supporting the departments in their procurements through training.

Motion by Nutting, second by Kellbach to accept the Agreed Upon Procedures Report. Motion carried 5-0.

**Staff Update regarding the State of Wisconsin DOR Request for Income and Expense Information Form – Geise**

Oberbeck indicated he had received a couple calls from CPA's regarding this report indicating they had never seen it before and were concerned over the timeframe given. Geise stated this was not a new form; it is a state form of the Department of Revenue which is mailed out to all commercial property owners whenever there is a citywide re-valuation to collect information on the income approach. She noted it is covered in the Wisconsin Property Assessment Manual Chapter 17, where owners are required to provide this information to the assessor. She further stated Section 2.60.035 of the Wausau Municipal Code covers confidentiality of information about income and expense information requested by assessors. There is a 15 day deadline, however, if they call an extension can be granted.

**Discussion and possible action on the development of a parking permit policy for annual payments – Groat**

Groat explained in 2006 there was a meeting with the tenants in the mall because we were running into problems where employees all wanted to park in the Penney's Ramp, but we have quotas of how many permits we can sell in that ramp. To encourage people to move to the Sears Ramp, which has the largest number of stalls, we reduced the price in the Sears Ramp from \$30 to \$25 and increased the price in the other three ramps from \$30 to \$35. We dropped the price in Lot 8 from \$15 to \$5 to provide employees working downtown and not making a lot of money, an affordable place to park. She stated an annual permit was also instituted, so if they paid for an entire year they would get one month free and actually only being paying for 11 months. Recently an employer with 210 permits asked if the entire fee could be paid up front and get one month free. She noted this employer already gets discounted parking from the city through their contract, so this would basically be double dipping on the discounts. She suggested they develop a policy on how to deal with this type of request.

Motion by Nagle, second by Oberbeck to allow for one discount or the other, but no bundling. Motion carried 5-0.

**Discussion and possible action on the Animal Control Enterprise Fund – Winters**

Winters stated sheltering costs exceeds our licensing revenue and questioned if there was a way to structure the fees to encourage more licensing and less sheltering. The goal is to get the fiscal objectives and the program objectives aligned. Nagle commented he had no problem with raising license fees to support animal control. Oberbeck recommended raising the fines, not the license fees.

Winters noted the national average license fee charged for pets that are spayed or neutered is \$15, ours is \$10; the national average license fee for unaltered pets is \$38, ours is \$20. Micro chipping a pet costs \$40-\$70, depending on where you get it done. He suggested we charge \$39 for all pet licenses, but give \$12 discount for a micro chipped pet and another \$12 discount for a spayed or neutered pet, which brings it down to \$15. Winters suggested referring the matter to Public Health & Safety to come up with the policies that help balance this fiscally, but also achieves the goals.

Matt Barnes commented we can fine them \$10,000, but if they don't pay it, it is still zero dollars. He didn't believe most of these people were paying their citations and we don't jail people for not paying. He agreed we should be consistent with the other municipalities and anything we can do encourage vaccinations and micro chipping is beneficial, such as the recent free pet clinic we had, which was very successful. He noted 137 animals were licensed

at this clinic and the veterinarian volunteered her services for the four hours. He indicated they may be putting on a second one.

Motion by Nagle, second by Nutting to refer to Public Health & Safety Committee for discussion. Motion carried 5-0.

**Discussion and possible action on the 2016 Budget Preparation Schedule – Tipple**

Mayor Tipple stated they will need to meet in March to set budget priorities for 2016. He suggested hiring an outside facilitator to help us through the process and keep us on track and then set up a timetable for regularly scheduled budget meetings.

**Discussion and possible action on the December 2014 and January 2015 Monthly Financial Reports – Groat**

Groat noted we are in the process of closing our books so the December report is not the final one as we are still waiting for some pieces of information to come in. She reviewed the revenue and expense budgets in detail. (The monthly Financial Reports can be accessed on the city's website.)

Groat explained "plumber holes" have to be dug in the street when there is a water main break or a lateral service problem. In the past DPW would go in and make that improvement and then bill the Water & Sewer Utility which was revenue to the General Fund. She explained because of the massive amount of water main breaks that took place during the winter of 2013 -2014, they hired an independent contractor to do that work for them so we did not get that revenue this year. This was a \$200,000 hit and she was informed they do not intend to use DPW anymore for the plumber holes because they get a much better deal from the private sector. Nagle questioned who made that call and Groat indicated it was the Water Works Commission.

**Discussion and possible action on future Finance Committee meeting dates and times.**

Following discussion the consensus was the schedule will remain the same on 2<sup>nd</sup> and 4<sup>th</sup> Tuesdays but the meeting start time will change to 5:30 pm.

**Suggestions for Future Agenda Items**

Winters suggested the committee look at a report on trends of uncollectibles at a future Finance meeting.

Nagle stated he would like discussion on the decision the Water Works Commission made to privatize plumber holes. Winters suggested a report be brought back on the issue with 3 or 4 years of data.

**Discussion and possible action on integration of property inspection with police and fire services – Winters**

Winters reviewed materials from the packet and suggested they explore whether there was a connection between these departments regarding working on blight, crime and fires. He noted they had data from 2012 and 2013 from Bill Hebert and requested he bring back 2014 data.

**Discussion and possible action regarding the impact of the State of Wisconsin proposed budget – Groat**

Groat stated the levy limits stayed the same and there is some consideration for going to a county wide assessment system to eliminate the disparity in assessment practices that takes place from community to community. Transportation Aids, both for our regular State Transportation Aids that help us offset our Public Works budget and Transportation Aids for the Transit are both expected to go up 4%. There is a reduction in Historic Tax Credits that will hurt some of our projects coming up. Another area is in the Recycling Grant Program, where \$4 million has been cut out of the \$19 million budget, which would equate to an approximate \$40,000 cut for us. Groat stated the Right to Work law they are looking to vote on, has the elimination of prevailing wage rates in it, so that would eliminate us from having to pay prevailing wage rates on our public construction projects.

Winters questioned if the committee wanted to take a position on any of these issues. Nagle indicated he wanted to sponsor a resolution on the county assessment system. He felt one of the reasons cities in Wisconsin suffer is because we have always been a rural orientated state. He also felt we are in the minority as far as how we assess our properties in Wisconsin. We have real assessment in cities using fair market value. If you are in a township or rural area you don't have many services to levy for, so the temptation is not to have a real fair market value. There

is also a huge difference between commercial comps in the townships compared to commercial comps in the cities. They are much lower in the townships, so we pay much higher percentages of the school and county tax.

Motion by Nagle, second by Oberbeck to send a resolution to Council supporting a county assessment system.  
Motion carried 5-0.

**Adjournment**

Motion by Oberbeck, second by Kellbach to adjourn the meeting. Motion carried unanimously. Meeting adjourned at 6:55 p.m.

**TRANSFER OF FUNDS/CHANGE OF PURPOSE REQUEST FORM**

Requested: *Jeff Ward* Dept: Police Date: 03/05/2015  
 Reviewed by Finance: *[Signature]* Date: 3/10/15  
 Reviewed by Mayor: *James E. Tuffalo* Date: 3/11/15  
 Transfer Explanation and Justification:

The Tactical Emergency Medical Support (TEMS) is the provision of preventative urgent and emergent medical care during high-risk, extended duration and mission-driven law enforcement special operations. The police department would like to fund the paramedic's TEMS training so they can continue to be part of the SWAT assignment.

FROM / TO	ACCOUNT NUMBER	ACCOUNT NAME	\$ AMOUNT
<b>TRANSFER OF FUNDS</b>			
From	110 36091110	Police Department Patrol Salary	\$8,250.00
From	110 54091110	Fire Department Salary Account	\$8,250.00
To			
To			

COMMENTS:

Fin. Committee Approval  Denial  Date: \_\_\_\_\_ Council Approval  Denial  Date: \_\_\_\_\_



COMMENTS REGARDING AMENDMENT TO  
AIRPORT GROUND LEASE AND  
AMENDMENT TO W.M.C. §22.34, MINIMUM STANDARDS  
FOR AERONAUTICAL SERVICES

- The City and Glenn B. Burt III (“Tenant”) have entered into an Airport Ground Lease (“Lease”) dated December 14, 2014, at the Wausau Downtown Airport (“Airport”) on which a hangar was constructed by previous ground lessees.
- Tenant has requested the City allow him to conduct aviation medical examinations from the hangar, for which he would apparently charge patients or customers a fee. This would be done on a part-time basis only and would be strictly limited to physical examinations necessary for issuing medical certificates under Federal Aviation Regulation Part 61.23. No other medical patients or customers would be able to receive treatment or examinations at the Airport. The Lease the Tenant has with the City does not permit this activity, nor does the current Airport zoning, which is R2, Single Family Residence District, allow the operation of this business without approval of a conditional use.
- Tenant has applied for a conditional use and a public hearing was held on February 17, 2015, by the City Plan Commission. As of March 18, 2015, this conditional use has not received final approval from the Common Council.
- While it appears some other Airport tenants and ground lessees may not be in favor of the operation of a business at the Airport, there were apparently no objections from surrounding property owners at the Plan Commission public hearing.
- A draft amendment to the Tenant’s Lease has been prepared and is attached which would permit the operation of aviation medical examinations from Tenant’s hangar at the Airport if that is the desire of the Common Council. A draft resolution is attached which would approve the amendments to the Lease and execution of the Lease amendment.
- An amendment to the Minimum Standards for Aeronautical Services ordinance at W.M.C. §22.34 would also be required to permit this use at the Airport. This amendment was recommended for approval by the Airport Committee at its March 18, 2015 meeting.
- The draft amendment to the Lease has been forwarded to the Wisconsin Bureau of Aeronautics and it has no objections to the provisions contained in the draft Lease amendment, or the conduct of this business if it does not interfere with aeronautical uses of the Airport.
- A significant issue to be determined in connection with the operation of this business out of the Airport hangar, is that there are no other Tenants at the Airport who are permitted to operate such aeronautical related businesses out of their Airport hangars. This would in effect “open the door” to future requests of this nature. The WI Bureau of Aeronautics believes it is within the Airport’s Federal Grant Assurance rights for the City to charge

this Tenant additional rental above and beyond what a typical hangar tenant or ground lessee would be charged. The WI Bureau of Aeronautic recognizes that this sets a precedent at the City Airport for allowing commercial aeronautical business on the premises. If in the future, for example, another tenant wanted to operate an aeronautical repair business at the Airport and the City did not charge this Tenant additional rental, but charged the subsequent Tenant, the Airport could be deemed to be violating Federal Grant Assurances which require the Airport to treat all similarly situated occupants and tenants the same. (In other words if this Tenant is not charged additional rental, it would be difficult to charge some other business in the future without the possibility of violating the Federal Grant Assurances. Likewise, if this Tenant is charged additional rental, all other businesses would need to be charged in the future). Implicit in this concept is that rental rates would be calculated and applied to these businesses in the same way. One initial rate proposal was to charge the Tenant an additional \$200.00 to \$250.00 **a month** for the right and privilege to operate this business from the Airport. The current rental rate under the Lease is **\$453.53 per year**.

The Airport Committee discussed the \$200.00 to \$250.00 per month proposed rate at length at its March 18, 2015 meeting and ultimately believed that rental rate would be too high based upon information provided by the Tenant that he currently performs between 50 and 60 examinations aviation medical examinations per year. A staff member present on behalf of the Tenant stated that the typical fee for an aviation medical examination is \$125.00. Based upon this information the Airport Committee is recommending an additional rental rate of \$360.00 per year be charged the Tenant under the Amendment to the Lease for the privilege of the Tenant to perform these examinations on Airport property with the rental rate to be reviewed in 12 months based upon Tenant's gross income from the medical examinations.

While the City did inquire of the WI Bureau of Aeronautics, it was not aware any other Wisconsin Airports with this similar situation and so was not able to share any examples of rental rates in this matter.

**JT. RESOLUTION OF AIRPORT COMMITTEE  
AND FINANCE COMMITTEE**

Authorizing rates and fees for operation of FAA aviation medical examination service from private airport hangar, and execution of Amendment to Airport Ground Lease to allow such operation.

Committee Action:

Fiscal Impact:

**File Number:**

**Date Introduced:**

**RESOLUTION**

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

WHEREAS this Common Council approved the execution of a new ground lease (“Lease”) at the Airport between the City and Glenn B. Burt III (“Tenant”) at its October 28, 2014 meeting; and

WHEREAS, City and Tenant have entered into an Airport Ground Lease dated December 16, 2014 (“Lease”), for certain premises located at the Airport commonly known as 915 Woods Place and on which is constructed a certain airplane hangar (“Hangar”); and

WHEREAS, Tenant is an Aviation Medical Examiner designated by the Federal Aviation Administration (“FAA”), who has been delegated the authority by the Federal Air Surgeon to accept applications and perform physical examinations necessary for issuing medical certificates, and has requested that the City permit Tenant to operate a commercial aeronautical business from the Hangar to be strictly limited to the part-time provision of FAA Airline-transport, Commercial, Private and Student Pilot classification medical examinations under Federal Aviation Regulation Part 61.23; and

WHEREAS, current zoning at the Airport is R2, Single Family Residence District, and such a use as requested by Tenant is only permitted as a conditional use; and

WHEREAS, Tenant has applied for a Conditional Use of the Premises to allow for such aviation medical examinations to occur on a part-time basis at the Hangar; and

WHEREAS, the current Lease between Tenant and City prohibits any use of the Hangar other than for aircraft storage and as a maintenance facility including related office and lounge facilities, and other uses consistent with and in furtherance of air transportation; and

WHEREAS, an additional rental rate of \$360.00 per year has been recommended by the Airport Committee at its March 18, 2015 meeting and the Finance Committee at its March \_\_\_\_, 2015 meeting to be charged under the Lease for the privilege of Tenant conducting aviation medical examinations from the Hangar on Airport property, in addition to the current Lease payment of \$453.53 per year, as well as certain other amendments to the Lease provisions to further define the rights and obligations of

the City and the Tenant and for the protection of the Airport and other users, tenants, and lessees of the Airport as provided in the Amendment to Ground Lease attached hereto as Exhibit A; and

WHEREAS the Airport Committee does not deem it necessary for the Tenant to have a facility of 10,000 square feet in order to operate its aviation medical examinations as otherwise required by W.M.C. §22.34.020(a)(1) and that an alternate amount of space of 800 square feet within the existing Hangar would serve the public necessity and convenience as demonstrated by the Tenant.

NOW THEREFORE, BE IT RESOLVED, by the Common Council of the City of Wausau, that an additional rental rate of \$360.00 is approved to be charged under the Lease for the privilege of Tenant conducting aviation medical examinations from the Hangar on Airport property which is in addition to the current Lease payment of \$453.53 per year.

BE IT FURTHER RESOLVED, that the Lease between the City and Tenant is approved to be amended in accordance with the Amendment to Ground Lease attached hereto as Exhibit A.

BE IT FURTHER RESOLVED, that the Mayor and the City Clerk are authorized to sign and execute the attached Amendment to Ground Lease authorized by this Resolution.

BE IT FURTHER RESOLVED, that in the interest of the public necessity and convenience the Tenant may conduct the provision of such aviation medical examinations from an alternate amount of space of 800 square feet within the existing Hangar as provided under W.M.C. §22.34.020(a)(1).

BE IT FURTHER RESOLVED, that the actions authorized under this Resolution are contingent upon the approval by this Council of the Conditional Use under the Airport's R-2, Single Family Residence District zoning requested by the Tenant to permit operation of such aviation medical services.

Approved:

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James E. Tipple, Mayor

**AMENDMENT TO  
AIRPORT GROUND LEASE**

THIS AMENDMENT TO AIRPORT GROUND LEASE (“Amendment”) is entered into this \_\_\_\_ day of \_\_\_\_\_, 2015, by and between the City of Wausau, a municipal corporation, located in Marathon County, Wisconsin, (“City”) and Glenn B. Burt III (“Tenant”).

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

WHEREAS, City and Tenant have entered into an Airport Ground Lease dated December 16, 2014 (“Lease”), for certain premises located at the Airport and more particularly depicted on Exhibit A (“Premises”) and on which is constructed a certain airplane hangar (“Hangar”); and

WHEREAS, Tenant is an Aviation Medical Examiner designated by the Federal Aviation Administration, who has been delegated the authority by the Federal Air Surgeon to accept applications and perform physical examinations necessary for issuing medical certificates, and has requested that the City permit Tenant to operate a commercial aeronautical business from the Hangar to be strictly limited to the part-time provision of FAA Airline-transport, Commercial, Private and Student Pilot classification medical examinations under Federal Aviation Regulation (“FAR”) Part 61.23; and

WHEREAS, current zoning at the Airport is R2, Single Family Residence District, and such a use as requested by Tenant is only permitted as a conditional use;

WHEREAS, Tenant has applied for and been granted a Conditional Use of the Premises by the Common Council on \_\_\_\_\_, 2015, to allow for such medical examinations to occur on a part-time basis at the Hangar; and

WHEREAS, the current Lease between Tenant and City prohibits any use of the Hangar other than for aircraft storage and as a maintenance facility including related office and lounge facilities, and other uses consistent with and in furtherance of air transportation;

WHEREAS, Tenant and City desire to amend the Lease in order to permit Tenant to operate a commercial aeronautical business from the Hangar to be strictly limited to the part-time provision of FAA Airline-transport, Commercial, Private and Student Pilot classification medical examinations under FAR Part 61.23.

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

1. Modification of Section 1. Section 1 relating to Premises is hereby replaced in its entirety with the following:

1. Premises. City hereby leases to Tenant the parcel described in Exhibit A, attached hereto.

All improvements, now and any in the future, on the parcel must meet all applicable state and local building codes, and shall be approved in advance by the City. Tenant shall use the improvements and Premises solely for aircraft storage and as a maintenance hangar including related office and lounge facilities and other uses consistent with and in furtherance of air transportation. Notwithstanding the foregoing, Tenant may also use the Premises to operate a commercial aeronautical business from the Hangar which shall be strictly limited to the part-time provision of FAA Airline-transport, Commercial, Private and Student Pilot classification medical examinations (“CAB”) under FAR Part 61.23. The operation of the CAB shall be in compliance with the provisions of Wausau Municipal Code ch. 22.34 as well as the provisions of the Lease and this Amendment.

2. Section 2 of the Lease is hereby replaced in its entirety with the following:

3. Lease Fees.

- A. Ground Lease Payment. Tenant shall pay to the City for the lease of the Premises \$453.53 per year, which payment shall be paid to the City Treasurer on an annual basis no later than the 5<sup>th</sup> day of January in the year for which the payment is due. No lease payment shall be due for 2014, however the payment for 2015 shall additionally reflect the prorata share of rental due for the months from the date of occupancy by Tenant to the end of 2014. (Taxes shall reflect the improvements as of the legal date of assessment value [currently January 1]). This lease amount shall be adjusted annually to reflect the change in the Consumer Price Index from September 30 the previous year.
- B. CAB Rental Payment. Tenant shall pay to the City for the privilege of conducting aviation medical examinations from the Hangar, additional rental in the amount of \$360.00 per year. This rental rate is established based upon an estimate of Tenant performing 50 to 60 examinations per year at a typical charge of \$125.00 per examination. This rental rate shall be reviewed on May 1, 2016, and annually thereafter, based upon Tenant’s gross income from the operation of the CAB. Tenant shall provide the City with a true and correct report of all aviation medical examinations performed from the Hangar for the preceding twelve (12) month period and the actual fee charged for each such examination. In the event Tenant and the City cannot come to a mutual agreement as to the rental rate to be charged for the conducting of aviation medical examination from the Hangar for the year beginning May 1, 2016 or any subsequent year, based upon this review, the provisions of this Amendment shall terminate and the original provisions of the Lease automatically reinstated. The initial CAB rental payment shall be due no later than the 5<sup>th</sup> day of May, 2015, and each 5<sup>th</sup> day of May annually thereafter.

C. The following language is deleted from Section 5 as indicated by strikethrough:

5. Improvements. ~~...Tenant shall have the right to make, without City’s consent, such nonstructural alterations, additions and improvements to the building and leased Premises that Tenant desires in order to conduct its operations on the leased Premises.~~

D. Section 15 of the Lease is replaced in its entirety with the following:

15. Insurance. Tenant shall maintain on the parcel and its improvements, at a minimum, fire and extended coverage insurance in an amount at least equal to the assessed valuation of the improvements and comprehensive public liability insurance coverage issued by a company licensed to do business in the State of Wisconsin for its operations, and in addition thereto, for any related exposure at the Wausau Downtown Airport, in an amount not less than two million dollars (\$2,000,000.00), single limit coverage or equivalent, provided that this two million dollar (\$2,000,000.00) limit shall be increased at Tenant's expense if additional amounts are required by any federal or state regulations. Tenant shall furnish the City a Certificate of Insurance and upon request shall provide the City certified copies of the required insurance policies. The Certificate of Insurance shall name the City, its employees, agents, representatives, and elected or appointed officials as additional insureds. The policy of insurance shall state that coverage shall not be cancelled by the insurer in less than thirty (30) days after the insured and the City have received written notice of such cancellation. Tenant shall also maintain Workers' Compensation Insurance in the amount of the statutory limits under Wisconsin law and Employer's Liability Insurance in the amount of \$500,000.00.

E. Section 16 of the Lease is hereby amended to include the following language as indicated by italics as follows:

16. Hold Harmless. ...and/or as a result of and/or due to the presence of Tenant *or any customers, patients, employees or agents of Tenant* on the demised premises...

F. A new Section 33 is added to the Lease as follows:

33. Restrictions on Operation of Commercial Aeronautical Business. The Tenant shall operate the Commercial Aeronautical Business in compliance with the following restrictions.

- a. The space within the Hangar from which the Commercial Aeronautical Business will operate will be limited to 800 square feet.
- b. Tenant shall not make any improvements to the Premises without the prior written consent of the City and shall obtain all necessary permits and approvals, and construct all improvements, in compliance with or as required by applicable law or ordinance.
- c. The operation of the CAB shall not conflict with any airport operations or impede development or operation of airport maintenance access ways.
- d. The operation of the CAB shall not interfere with the use of hangars by other Airport tenants or ground lessees, or the quiet enjoyment or use of their premises.

- e. Tenant shall not employ more than one (1) individual to assist in the operation of the CAB.
- f. Patients or customers of the CAB shall not have access into any area within the Airport security fence or any other secure portions of the Airport property unless personally escorted by the Tenant or the Tenant's single, authorized employee. Such patients or customers of the CAB shall also be personally escorted from the area within the Airport security fence or other secure portions of the Airport property by Tenant or the Tenant's single authorized employee. Tenant shall not provide any patient or customer of the CAB with any security codes to any part of Airport premises. Patients or customers of the CAB travelling to the Airport by vehicle may, however, park in the designated Airport parking lot for a reasonable period of time necessary to accommodate their physical examination.
- g. Tenant shall operate the CAB in compliance with all federal, state and local laws, codes, regulations, ordinances, rules, orders, and policies applicable to the performance of the CAB services. Tenant shall submit satisfactory evidence of compliance with all federal, state and local laws, codes, regulations, ordinances, rules, orders, and policies to the City upon request.
- h. Tenant shall limit its operation of the CAB to a part-time business, it being expressly understood that the operation of the CAB on a full time or more than part time basis would be a breach of this Agreement.
- i. Under no circumstances will Tenant conduct medical examinations or any business other than FAA Airline-transport, Commercial, Private and Student Pilot classification medical examinations.

G. A new Section 34 is added to the Lease as follows:

34. Approval. This Amendment is contingent upon approval by the City Council of the provisions of this Amendment and approval of a conditional use of the Premises to permit the operation of the CAB.

H. A new Section 35 is added to the Lease as follows:

35. Termination of Amendment. The provisions of this Amendment shall terminate and the original provisions of the Lease automatically reinstated upon any of the following occurrences:

- a. Upon thirty (30) days written notice where Tenant no longer has operational control of any aircraft housed at the Airport.
- b. Upon sixty (60) days written notice where the City has received notification from the State of Wisconsin or the FAA that this Agreement violates any law, regulation or rule governing the conduct of operations at the Airport or any grant assurances executed by the City as a condition of accepting federal airport improvement grants.
- c. Immediately as a result of any order or ruling of the State of Wisconsin Bureau of Aeronautics or the FAA requiring termination.

I. A new Section 36 is added to the Lease as follows:

36. Assignment of CAB. Tenant shall not assign its rights to operate the CAB permitted under this Amendment to any other party without the express written consent of the City which may be given or denied in its sole discretion.

J. A new Section 37 is added to the Lease as follows:

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

K. A new Section 38 is added to the Lease as follows:

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

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

CITY OF WAUSAU:

BY \_\_\_\_\_  
James E. Tipple, Mayor

Attest:

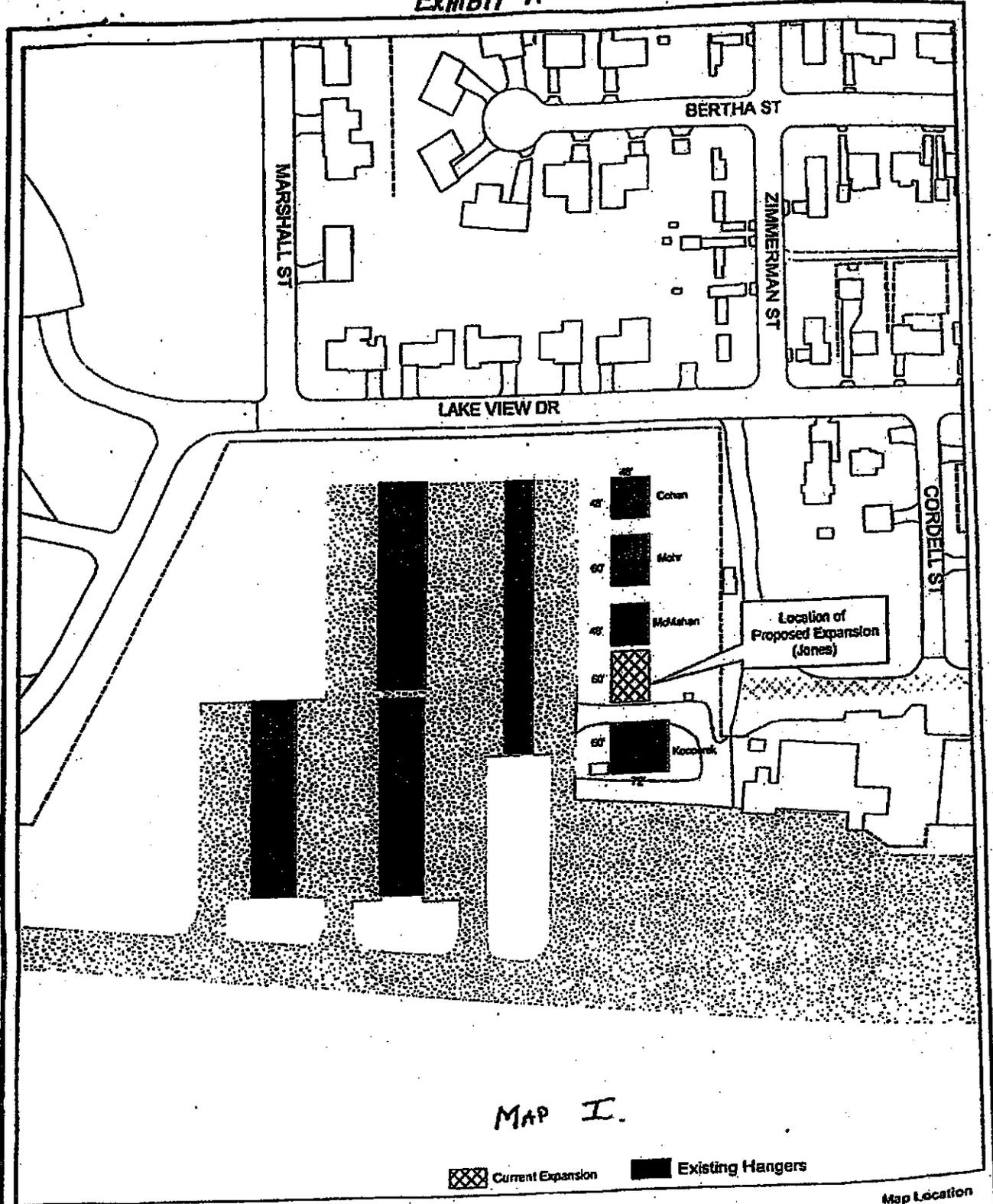
\_\_\_\_\_  
Toni Rayala, Clerk

TENANT:

BY: \_\_\_\_\_  
Glenn B. Burt III



"EXHIBIT A"



MAP I.

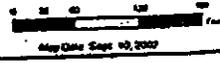
Current Expansion
  Existing Hangers



1. The City of Wausau is a  
 2. The City of Wausau is a  
 3. The City of Wausau is a  
 4. The City of Wausau is a



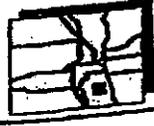
City of Wausau  
Marathon County Wisconsin



Map Date: Sept. 10, 2002

- Taxway/Runway
- Fences
- Parking Lots
- Buildings

Map Location



AIRPORT GROUND LEASE

THIS AGREEMENT, made and entered in this 16<sup>th</sup> day of December, 2014, by and between the City of Wausau, a Wisconsin municipal corporation, ("CITY"), and Glen B. Burt III, 9033 N. 28<sup>th</sup> Avenue, Merrill., Wisconsin 54452, ("TENANT");

WITNESSETH:

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

WHEREAS, the City of Wausau and Rick Coe, Mike Witzeling and William Holm ("Original Lessees") have entered into a Ground Lease dated August 22, 2003, ("Ground Lease") for a certain airplane hangar ("Hangar") located on the premises depicted on Exhibit A ("Premises"); and

WHEREAS, a copy of the Ground Lease is attached hereto as Exhibit B; and

WHEREAS, Original Lessees desire to transfer their complete interests in the Hangar and Premises to TENANT; and

WHEREAS, CITY has no objection to the transfer of Original Lessees' interest in such Hangar and Premises to TENANT; and

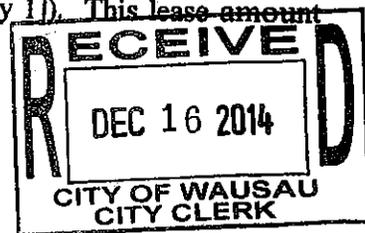
WHEREAS, CITY and TENANT desire to enter into an Airport Ground Lease for the Premises to facilitate the transfer of Original Lessees' interests in the Hangar and Premises to TENANT.

NOW, THEREFORE, for and in consideration of the rents, covenants, and agreements herein contained, CITY and TENANT agree as follows:

1. Premises. CITY hereby leases to TENANT the parcel described in Exhibit A, attached hereto.

All improvements, now and any in the future, on the parcel must meet all applicable state and local building codes, and shall be approved by CITY. TENANT shall use the improvements and Premises solely for aircraft storage and as a maintenance hangar including related office and lounge facilities, for storage of personal-use vehicles, and other uses consistent with and in furtherance of air transportation. TENANT shall comply with "storage" regulations which may be adopted, from time-to-time, by CITY.

2. Lease Fees. TENANT shall pay to CITY for the lease of the Premises \$453.53 per year, which payment shall be paid to the City Treasurer on an annual basis no later than the 5th day of January in the year for which the payment is due. No lease payment shall be due for 2014, however the payment for 2015 shall additionally reflect the prorata share of rental due for the months from the date of occupancy by TENANT to the end of 2014. (Taxes shall reflect the improvements as of the legal date of assessment value [currently January 1]). This lease amount



1/6/15 - copy sent to Mr. Burt

1 J). This lease amount shall be adjusted annually to reflect the change in the Consumer Price Index from September 30 the previous year.

3. Term of Agreement. The initial term of this Agreement shall be for a period of twenty (20) years commencing as provided in section 32. This lease shall be automatically renewed, without notice from either party, on identical terms for a like successive term, unless either party shall, at least forty-five (45) days before the expiration of the lease, notify the other in writing of the termination of the lease.

4. Utilities and Taxes. TENANT agrees to pay all utilities, taxes, and phone bills, including but not limited to bills for electricity, gas, sewer, and water. TENANT agrees to install or cause to be installed on the leased Premises meters for all utilities to be used on the leased Premises and to pay any and all costs and expenses incurred as a result of the installation and use of such utilities.

5. Improvements. TENANT shall not make any structural alterations, additions or improvements to the building or leased Premises without the consent of CITY, which consent will not unreasonably be withheld, in those cases where TENANT provides it with plans and specifications for the same evidencing alterations, additions, and improvements of substantially the same appearance, standards, and quality as the construction currently existing on the Premises and there is sufficient, in the opinion of CITY, land for the improvements. TENANT shall have the right to make, without CITY's consent, such nonstructural alterations, additions, and improvements to the building and leased Premises that TENANT desires in order to conduct its operations on the leased Premises.

6. Compliance with Laws. TENANT shall at all times comply with the Airport rules and regulations, federal, state, and municipal laws, ordinances, codes, and other regulatory measures, now in existence or as may be hereafter modified and amended, applicable to the specific type of operation contemplated by it. TENANT shall procure and maintain during the term of this agreement all licenses, permits, and other similar authorizations required for the conduct of its aircraft operations.

7. Liens. TENANT agrees to promptly pay all sums legally due and payable on account of any labor performed on or materials furnished for the leased Premises. TENANT shall not permit any liens to be placed against the leased Premises on account of labor performed or material furnished; and in the event such a lien is placed against the leased Premises, TENANT agrees to save CITY harmless from any and all such asserted claims and liens and to remove or cause to be removed any and all such asserted claims or liens as soon as reasonably possible.

8. Development. CITY reserves the right to further develop or improve the landing and public areas, including ramp space of the Airport, as it sees fit regardless of the desires or views of TENANT and without interference or hindrance; provided, however, that no such development or improvement shall for a period in excess of sixty (60) days limit or violate TENANT's rights under this lease agreement or otherwise violate any federal, state, or local law, ordinance, rule, or regulation.

9. Subordination. This lease agreement shall be subordinate to the provisions of any existing or future agreement between CITY and the United States Government relative to the

operation or maintenance of the Airport, the execution of which has been, or may be, required as a condition precedent to the expenditure of federal funds for the development of the Airport. Should the effect of any such agreement with the United States Government be to take the leased Premises or building or any portion of either or substantially destroy the commercial value of either, then, within thirty (30) days after the occurrence of such event, CITY shall terminate this lease agreement and purchase the building from TENANT, which purchase price shall be the fair market value of the building as of the day of the "taking."

10. Air and Noise. CITY hereby reserves for the use and benefit of the public, the right of aircraft to fly in the airspace overlying the leased Premises, together with the right of said aircraft to cause such noise as may be inherent in the operation of aircraft landing at, taking off from, or operating on or in the vicinity of the Airport, and the right to pursue all operations of the Airport; provided, however, that no such rights or the exercise thereof shall limit or violate TENANT's rights under this lease agreement.

11. Restrictions on Obstructions. CITY reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstruction, together with the right to prevent TENANT from erecting, or permitting to be erected, any building or other structure on the Airport, which, in the opinion of CITY, would limit the usefulness of the Airport, or constitute a hazard to aircraft.

12. Assignment. Subject to paragraph 25, TENANT shall not assign its rights and obligations under this lease agreement nor assign any part of the leased Premises to a third party, but may sublet the leased Premises to a third party without CITY approval, provided that the leased Premises is used solely for aircraft storage.

13. Automobile Parking Lot. TENANT and TENANT's guests may use the parking lot area along with other members of the public and individuals utilizing the Airport.

14. Signs. TENANT agrees that no signs, lighting or advertising matter shall be erected without the written consent of CITY.

15. Insurance. TENANT shall maintain on the parcel and its improvements fire and extended coverage insurance in an amount at least equal to the assessed valuation of the improvements as well as liability coverage with a minimum combined single limit in an amount not less than \$1 million dollars of liability per occurrence for Bodily Injury and Property Damage. The liability coverage amount shall be raised by TENANT when and as necessary, during the term of the lease, to correspond to requirements of CITY.

16. Hold Harmless. TENANT agrees to indemnify and hold harmless CITY, its employees, agents, officers and officials, whether hired, appointed or elected, free and harmless from and against any and all judgments, damages, losses, costs, claims, expenses, suits, demands, deaths, actions and/or causes of action to which they may be exposed by reason of injury or injuries to anyone or of the death or deaths of anyone, or by reason of any personal injury and/or real property damage, or by reason of any other liability imposed by law or by anything or by anyone else upon the above-referenced entities and/or individuals as the result of and/or due to TENANT's operations on the demised Premises or on any Premises owned by CITY and adjacent thereto and/or as a result of and/or due to the presence of TENANT on the demised Premises or on

Premises owned by CITY and adjacent thereto, and/or due to the existence of this Agreement; specifically included within this indemnification and hold harmless section are attorneys' fees and other costs of defense which may be sustained by and/or occasioned to the above-referenced entities and/or individuals.

17. Release. TENANT agrees to release CITY, its employees, agents, officers and officials, whether hired, appointed or elected, from and against any and all judgments, damages, losses, costs, claims, expenses, suits, demands, deaths, actions and/or causes of action of any kind or of any nature which may be sustained or to which they may be exposed by reason of injury or injuries to anyone or of the death or deaths of anyone, or by reason of any personal injury and/or real property damage, or by reason of any other liability imposed by law or by anything or by anyone else upon the above-referenced entities and/or individuals as the result of and/or due to TENANT's operations on the demised Premises or on any Premises owned by CITY and adjacent thereto and/or as a result of and/or due to the presence of TENANT on the demised Premises or on Premises owned by CITY and adjacent thereto, and/or due to the existence of this Agreement; specifically included within this release section are attorneys' fees and other costs of defense which may be sustained by and/or occasioned to the above-referenced entities and/or individuals.

18. Rights in Common with Others. TENANT shall have the right, in common with others authorized so to do, to use all common areas of Airport, including runways, taxiways, aprons, roadways, parking lots, and any other common areas.

19. Obligations of CITY.

A. CITY shall plow snow promptly and as necessary for the operation of an Airport, on the runways, hangar areas, tie-down areas, and any areas in the parking lot necessary for use by TENANT. CITY shall plow to within six (6) feet of TENANT's hangar door.

B. CITY shall maintain the surface of the runways, hangar areas, tie-down areas, and necessary areas of the parking lot in a condition which is reasonable, taking into consideration the required use.

20. City's Right of Entry. CITY shall have the right to, upon 24 hours' notice, inspect the Premises during normal business hours in the company of TENANT or an agent or employee of TENANT for the purpose of examining the same and to ascertain if they are in good and safe repair and in compliance with the requirements contained herein, including compliance with all federal, state and local codes. In the event of an emergency, CITY shall have the right to enter the Premises without advance notice to TENANT.

21. Acceptance of Premises. TENANT, by the execution of this Agreement, represents that it has inspected Airport and the leased parcel, and that it accepts the condition of the same as they now exist, and fully assumes all risks incident to the use thereof.

22. Outside Storage and Removal of Trash. TENANT will not store in a location susceptible to view by the public, any equipment, materials, supplies, or damaged or partially dismantled aircraft or other vehicles on the leased or adjacent Premises. Any screens or other devices used to keep equipment, materials or supplies from view shall be subject to prior consent by CITY.

TENANT further agrees to remove or cause to be removed, at TENANT's expense, any trash, garbage or debris generated by TENANT's use of the leased Premises and agrees not to deposit any trash, garbage or debris on any part of Airport or the leased Premises except temporarily in connection with collection or removal of the same.

23. Repair of Premises. TENANT shall, at its expense, keep, maintain, and repair the leased Premises, the building and all improvements in good condition subject to normal wear and tear. Included in TENANT's obligations is cutting grass, weeds and other vegetation. In the event TENANT fails to comply with this subparagraph, CITY shall give notice to TENANT specifying the nature of TENANT's failure. In the event that TENANT fails within thirty (30) days of CITY's notice to cure such failure, CITY shall have the option either to cure such failure and to assess the costs thereof against TENANT, or to terminate this Agreement upon five (5) days' notice to TENANT. TENANT hereby agrees to pay any and all such assessments, including all costs, disbursements and reasonable attorneys' fees incurred by CITY in curing such failure within thirty (30) days after CITY's demand therefor.

24. Security. The parties hereby agree that TENANT assumes all responsibility and obligation for providing security on the leased Premises.

25. Title and Right of First Refusal to Leasehold Improvements. TENANT shall retain the title to all buildings and other improvements constructed by TENANT on the Premises. During the term of the lease, ownership may be transferable by TENANT upon CITY's written approval, which shall not be unreasonably withheld.

26. Termination of Lease. Upon termination at the end of the 20-year term or of any successive terms, TENANT shall have the following options:

A. At TENANT's option, all buildings and improvements may be removed from the leased Premises at no cost to the CITY. TENANT shall restore leased Premises to orderly condition.

B. At TENANT'S option, all buildings and improvements located on the leased Premises may be sold. CITY shall have the first right to purchase such buildings and improvements. In the event TENANT receives a bona fide written offer to purchase said buildings and improvements from a third party, CITY shall have the first right to purchase said buildings and improvements at the same price and on the same terms and conditions as are contained in such an offer to purchase. In the event CITY elects not to exercise its option of first right of refusal to purchase the buildings and improvements, the party purchasing said buildings and improvements will agree to lease the Premises from the CITY, upon terms acceptable to CITY.

27. Cancellation by CITY. CITY may cancel this Agreement by giving TENANT sixty (60) days' advance, written notice upon or after any one of the following events of default:

A. The failure of TENANT to pay rent in the amount and at the times and in the manner herein provided, and where such failure shall continue for thirty (30) days or more after written notice thereof shall have been given to TENANT.

B. The abandonment by TENANT of the leased Premises, except in connection with its surrender to an approved assignee, sublessee, mortgagee, or other party succeeding to TENANT's interests or portion thereof hereunder.

C. The default by TENANT in the performance of any covenant or agreement required herein to be performed by TENANT, and TENANT's failure to commence and diligently continue to correct such default after written notice of the default given by CITY, as above provided.

Failure of CITY to declare this Agreement terminated upon the default of TENANT for any of the reasons set out above shall not operate to bar or destroy the right of CITY to cancel this Agreement by reason of any subsequent violation of the terms of this Agreement. Further, the acceptance of rental by CITY for any period after a default of any of the terms, covenants or conditions by TENANT shall not be deemed a waiver of any right on the part of CITY to cancel this agreement.

Upon cancellation by CITY, CITY shall have the right to enter upon Premises and building and, at its option, commence an action to take title.

28. Force Majeure. If, by reason of force majeure, either party is unable, in whole or in part, to carry out the agreements of such party on its part herein contained, such party shall not be deemed in default during the continuance of such inability. The term "force majeure" as used herein shall mean, without limitation, the following: acts of God; strikes; lockout or threats of orders of any kind of the government of the United States or of Wisconsin, or any of their departments, agencies or officials, or any civil (except, in the case of CITY only, CITY) or military authority; insurrections; riots; epidemics; landslides; lightning; earthquake; fire; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government (except, in the case of CITY only, CITY) and people; civil disturbances; explosions; damage, loss, breakage or accident to the buildings, leased Premises or Airport; partial or entire failure of utilities; or any other cause or event not reasonably within the control of such party, it being agreed that the settlement strikes, lockouts and other industrial disturbances shall be entirely within the discretion of such party and such party shall not be required to make settlement of strikes, lockouts and other industrial disturbances by acceding to the demands of the opposing party or parties in such matters when such course is, in the judgment of such party, unfavorable to such party.

29. Nothing in this lease shall serve to transfer title to the land in any manner, from CITY to TENANT.

30. TENANT shall pay to CITY real estate taxes on the building and other improvements, as "Building on Leased Land."

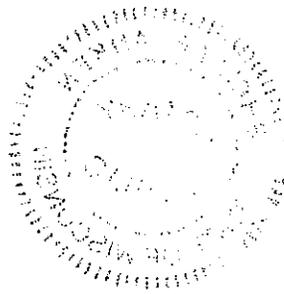
31. Notices. All notices required herein shall be in writing and shall be deemed given when mailed by registered or certified mail, postage prepaid, properly addressed to the party to be notified as follows:

If to TENANT: Glenn B. Burt III  
9033 N. 28<sup>th</sup> Avenue  
Merrill WI 54452

If to CITY: City Clerk  
407 Grant Street  
Wausau, WI 54403

32. This lease is contingent upon and shall not be effective until execution of a certain Termination of Airport Ground Lease and approval thereof by the City of Wausau Common Council, by and between Original Lessees and CITY.

The remaining page has been left blank intentionally.



IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 9<sup>th</sup> day of December, 2014.

CITY:

CITY OF WAUSAU

BY James E. Tipple  
James E. Tipple, Mayor

BY Toni Rayala  
Toni Rayala, Clerk

TENANT:

BY Glenn B. Burt III

STATE OF WISCONSIN )  
 ) ss.  
COUNTY OF MARATHON )

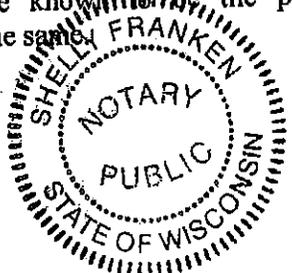
Personally came before me this 9<sup>th</sup> day of December 2014, the above-named James E. Tipple, Mayor, and Toni Rayala, Clerk of the City of Wausau, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Tara A. Pusch

Notary Public, Wisconsin  
My commission: 7/10/16

STATE OF WISCONSIN )  
 ) ss.  
COUNTY OF MARATHON )

Personally came before me this 9<sup>th</sup> day of December, 2014, the above-named Glenn B. Burt III, to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

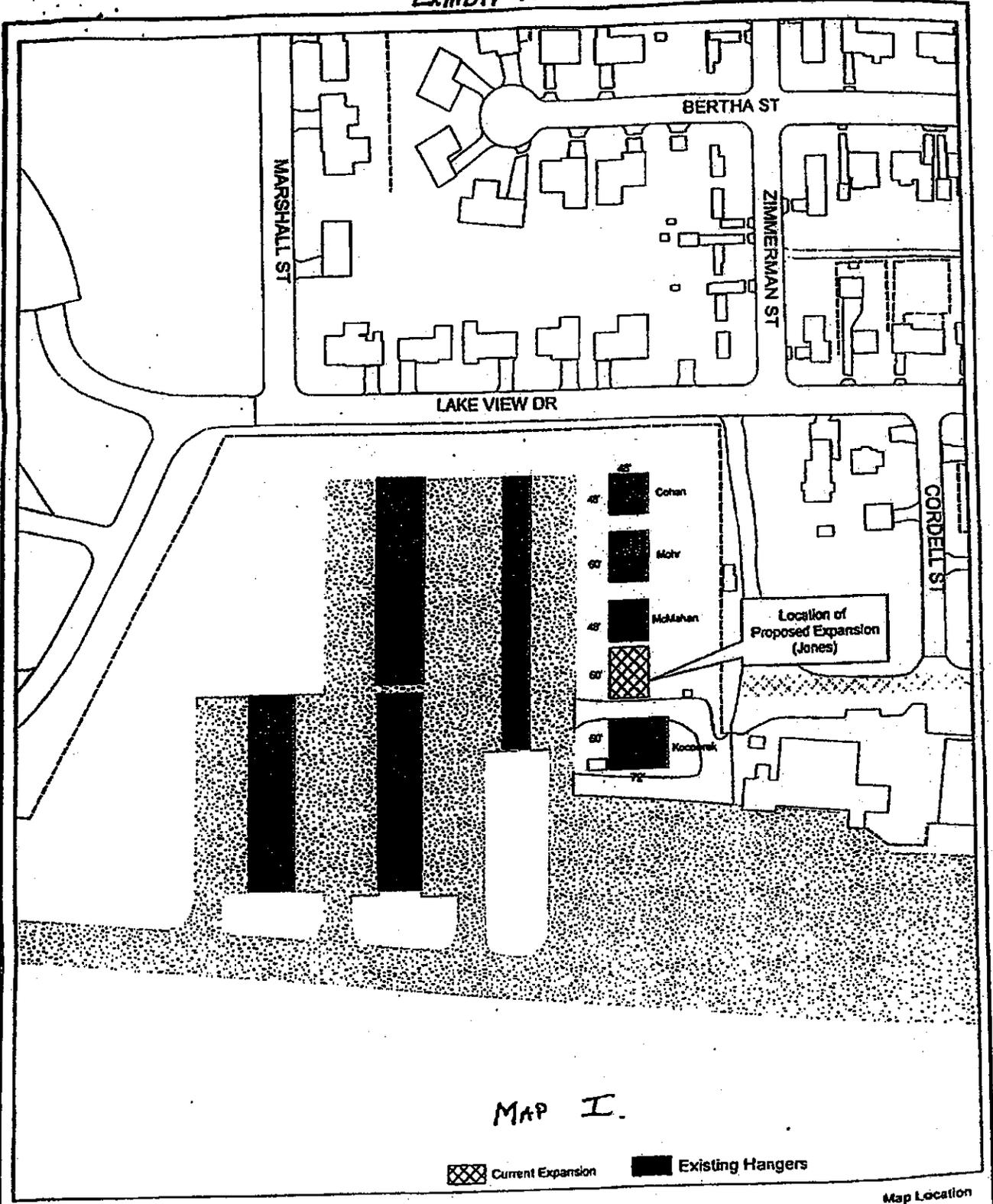


Shelly Frankel

Notary Public, Wisconsin  
My commission: 4-27-2014

This instrument was drafted by Tara G. Alfonso, Assistant City Attorney for the City of Wausau.

"EXHIBIT A"



MAP I.

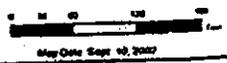
 Current Expansion
  Existing Hangers



1. This map is prepared by the City of Wausau Planning Department. It is not intended to be used for any other purpose.



City of Wausau  
Marathon County Wisconsin



-  Taxiway/Runway
-  Fences
-  Parking Lots
-  Buildings

Map Location



**CITY OF WAUSAU  
ANIMAL CONTROL PROGRAM  
ANALYSIS OF DIRECT REVENUES & COSTS**

	2014 Dogs Actual	2014 Cats Actual	2014 Total	2015 Dogs To Date	2015 Cats To Date	2015 To Date
<b>Direct Revenues</b>						
Licenses	\$40,530	\$16,465	\$56,995	\$17,380	\$7,020	\$24,400
Pet Fancier	\$245	\$35	\$280	\$280	\$0	\$280
Counter Fees	\$610	\$255	\$865	\$995	\$400	\$1,395
Everest Metro Contract	<u>\$9,297</u>	<u>\$9,296</u>	<u>\$18,593</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>
Total License Revenue	\$50,682	\$26,051	\$76,733	\$18,655	\$7,420	\$26,075
<b>Sheltering Costs</b>						
Marathon County	\$20,344	\$0	\$20,344	\$7,417	\$0	\$7,417
MC Humane Society	<u>\$0</u>	<u>\$65,056</u>	<u>\$65,056</u>	<u>\$0</u>	<u>\$55,500</u>	<u>\$55,500</u>
Total Direct Costs	\$20,344	\$65,056	\$85,400	\$7,417	\$55,500	\$62,917
<b>Net Contribution to Program Costs</b>	<b>\$30,338</b>	<b>-\$39,005</b>	<b>-\$8,667</b>	<b>\$11,238</b>	<b>-\$48,080</b>	<b>-\$36,842</b>

**CITY OF WAUSAU 2014 BUDGET**  
GENERAL FUND STATEMENT OF REVENUES AND EXPENDITURES  
BUDGET AND ACTUAL  
February 28, 2015  
NARRATIVE

**REVENUES**

When comparing current year to prior year some revenue timing differences are apparent, yet not indicative of problems.

**EXPENSES**

The budget to date appears in line with the budget. There are some timing difference noted in areas such as the CCITC and Parks Department spending. Finally, you will note significant savings in the Department of Public Works as you compare prior year to current year. This is due to the limited snowfalls experienced to date in 2015.

**CITY OF WAUSAU, WISCONSIN**  
**GENERAL FUND**  
**SCHEDULE OF REVENUES AND OTHER FINANCING SOURCES - BUDGET AND ACTUAL**  
Period Ended February 28, 2015

	Budgeted Amounts		Actual	Variance with Final Budget	2014 Actual
	Original	Final			
<b>TAXES</b>					
General property taxes	\$ 16,200,627	\$ 16,200,627	\$ 16,200,627	\$ -	\$ 15,817,883
Mobile home parking fees	28,000	28,000	3,430	(24,570)	3,676
Payments in lieu of taxes	115,000	115,000	400	(114,600)	524
Other taxes	<u>67,709</u>	<u>67,709</u>	<u>5,449</u>	<u>(62,260)</u>	<u>49,078</u>
Total Taxes	<u>16,411,336</u>	<u>16,411,336</u>	<u>16,209,906</u>	<u>(201,430)</u>	<u>15,871,161</u>
<b>INTERGOVERNMENTAL</b>					
State shared taxes	4,434,045	4,434,045	-	(4,434,045)	-
Expenditure restraint	771,566	771,566	-	(771,566)	-
Fire insurance tax	105,000	105,000	-	(105,000)	-
Municipal services	195,000	195,000	184,010	(10,990)	195,507
Transportation aids	2,541,749	2,541,749	634,329	(1,907,420)	593,764
Other grants	<u>123,834</u>	<u>123,834</u>	<u>60,724</u>	<u>(63,110)</u>	<u>-</u>
Total Intergovernmental	<u>8,171,194</u>	<u>8,171,194</u>	<u>879,063</u>	<u>(7,292,131)</u>	<u>789,271</u>
<b>LICENSES AND PERMITS</b>					
Licenses	175,531	175,531	6,200	(169,331)	8,606
Franchise fees	340,000	340,000	-	(340,000)	-
Permits	<u>227,519</u>	<u>227,519</u>	<u>15,366</u>	<u>(212,153)</u>	<u>16,874</u>
Total Licenses and Permits	<u>743,050</u>	<u>743,050</u>	<u>21,566</u>	<u>(721,484)</u>	<u>25,480</u>
<b>FINES, FORFEITURES AND PENALTIES</b>					
	<u>398,000</u>	<u>398,000</u>	<u>70,393</u>	<u>(327,607)</u>	<u>89,391</u>
<b>PUBLIC CHARGES FOR SERVICES</b>					
General government	67,300	67,300	1,458	(65,842)	11,576
Public safety	1,377,200	1,377,200	133,268	(1,243,932)	129,823
Streets and related facilities	79,971	79,971	25,360	(54,611)	11,055
Recreation	144,700	144,700	-	(144,700)	-
Public areas	<u>159,479</u>	<u>159,479</u>	<u>420</u>	<u>(159,059)</u>	<u>-</u>
Total Public Charges for Services	<u>1,828,650</u>	<u>1,828,650</u>	<u>160,506</u>	<u>(1,668,144)</u>	<u>152,454</u>
<b>INTERGOVERNMENTAL CHARGES FOR SERVICES</b>					
State and federal reimbursements	11,340	11,340	50	(11,290)	60
County and other municipalities	236,264	236,264	-	(236,264)	15,942
City departments	<u>1,249,432</u>	<u>1,249,432</u>	<u>9,001</u>	<u>(1,240,431)</u>	<u>7,184</u>
Total Intergovernmental Charges for Services	<u>1,497,036</u>	<u>1,497,036</u>	<u>9,051</u>	<u>(1,487,985)</u>	<u>23,186</u>

**COMMERCIAL**

Interest on general investments	\$ 260,000	\$ 260,000	\$ 24,372	\$ (235,628)	\$ 70,314
Interest on special assessments	15,000	15,000	-	(15,000)	1
Other interest	<u>19,000</u>	<u>19,000</u>	<u>9,770</u>	<u>(9,230)</u>	<u>8,684</u>
Total Commercial	<u>294,000</u>	<u>294,000</u>	<u>34,142</u>	<u>(259,858)</u>	<u>78,999</u>

**MISCELLANEOUS REVENUES**

Rent of land and buildings	210,100	210,100	57,100	(153,000)	57,100
Sale of City property/loss compensation	12,500	12,500	3,766	(8,734)	6,219
Other miscellaneous revenues	<u>110,022</u>	<u>110,022</u>	<u>258</u>	<u>(109,764)</u>	<u>175</u>
Total Miscellaneous Revenues	<u>332,622</u>	<u>332,622</u>	<u>61,124</u>	<u>(271,498)</u>	<u>63,494</u>

**OTHER FINANCING SOURCES**

Transfers in	<u>1,897,000</u>	<u>1,897,000</u>	<u>-</u>	<u>(1,897,000)</u>	<u>-</u>
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**TOTAL REVENUES AND OTHER  
FINANCING SOURCES**

	<u>\$ 31,572,888</u>	<u>\$ 31,572,888</u>	<u>\$ 17,445,751</u>	<u>\$ (14,127,137)</u>	<u>\$ 17,093,436</u>
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**CITY OF WAUSAU, WISCONSIN**  
**GENERAL FUND**  
**SCHEDULE OF EXPENDITURES - BUDGET AND ACTUAL**  
Period Ended February 28, 2015

	<u>Budgeted Amounts</u>		<u>Actual</u>	<u>Variance with Final Budget</u>	<u>2014 Actual</u>
	<u>Original</u>	<u>Final</u>			
<b>GENERAL GOVERNMENT</b>					
City Council	\$ 112,122	\$ 112,122	\$ 11,734	\$ 100,388	\$ 10,891
Mayor	203,263	203,263	31,647	171,616	30,975
City Promotion	124,600	124,600	16,807	107,793	21,581
Finance department	471,638	471,638	73,730	397,908	54,690
Data processing	696,369	696,369	106,000	590,369	179,792
City clerk/customer service	492,398	492,398	74,902	417,496	69,102
Elections	34,950	34,950	457	34,493	5,164
Assessor	595,907	595,907	86,820	509,087	85,766
City attorney	490,025	490,025	71,401	418,624	64,313
Municipal court	128,529	128,529	17,935	110,594	17,191
Human resources	293,937	293,937	46,148	247,789	48,279
City hall and other municipal buildings	321,523	321,523	44,544	276,979	44,385
Unclassified	<u>32,000</u>	<u>32,000</u>	<u>191</u>	<u>31,809</u>	<u>4,286</u>
Total General Government	<u>3,997,261</u>	<u>3,997,261</u>	<u>582,316</u>	<u>3,414,945</u>	<u>636,415</u>
<b>PUBLIC SAFETY</b>					
Police department	8,973,536	8,973,536	1,394,225	7,579,311	1,283,909
Fire department	3,431,816	3,431,816	566,867	2,864,949	600,319
Ambulance	2,991,652	2,991,652	492,899	2,498,753	465,774
Inspections and electrical systems	<u>705,394</u>	<u>705,394</u>	<u>89,287</u>	<u>616,107</u>	<u>93,803</u>
Total Public Safety	<u>16,102,398</u>	<u>16,102,398</u>	<u>2,543,278</u>	<u>13,559,120</u>	<u>2,443,805</u>
<b>TRANSPORTATION AND STREETS</b>					
Engineering	1,401,003	1,401,003	182,160	1,218,843	207,680
Department of public works	<u>6,082,730</u>	<u>6,082,730</u>	<u>998,540</u>	<u>5,084,190</u>	<u>1,427,269</u>
Total Transportation and Streets	<u>7,483,733</u>	<u>7,483,733</u>	<u>1,180,700</u>	<u>6,303,033</u>	<u>1,634,949</u>
<b>SANITATION, HEALTH AND WELFARE</b>					
Garbage and refuse collection	<u>1,537,400</u>	<u>1,537,400</u>	<u>130,913</u>	<u>1,406,487</u>	<u>106,117</u>
<b>NATURAL RESOURCES/RECREATION</b>					
Parks and recreation	<u>2,452,096</u>	<u>2,452,096</u>	<u>198,993</u>	<u>2,253,103</u>	<u>790</u>
<b>TOTAL EXPENDITURES</b>	<u>\$ 31,572,888</u>	<u>\$ 31,572,888</u>	<u>\$ 4,636,200</u>	<u>\$ 26,936,688</u>	<u>\$ 4,822,076</u>



**TO:** FINANCE COMMITTEE MEMBERS

**FROM:** MARYANNE GROAT

**DATE:** March 18, 2015

**SUBJECT: Capital Improvement Budget Process**

Purpose: To present to the Finance Committee a review of the current Capital Improvement Budget Process.

Background Information:

Annually, toward the end of March, the Finance Department alerts departments that the Capital Improvement Budget Process begins. The forms are placed on the intranet for easy access. The requests are typically due the first week of June.

Departments submit their forms to the Finance Department electronically. The Finance Director reviews the requests and meets with the departments as needed to ensure that the requests are complete. Finance staff assemble the requests into a book for review by the CIP committee.

The CIP committee consists of the Finance Director, City Planner, Director of Public Works, Council President, Finance Committee and CISM Chairpersons. The committee conducts interviews/presentations on each of the requests. Each member assigns points using a pre-established matrix. Finance compiles the scores and ranks the projects based upon the average of the committee scores. The committee makes funding recommendations based upon the rankings and the funding available.

In conjunction with this process the Department of Public Works puts together a list of street, sidewalk, storm water projects (infrastructure). This list is presented for CISM for approval. This list is reviewed and presented to the CIP committee.

The infrastructure projects and CIP requests are combined to develop a comprehensive capital plan that is affordable and meets the budgets financial restrictions.

# CITY OF WAUSAU

## Capital Improvement Program Request 2016-2020

Project Title:	Plan Year:
Classification:	Department:
Priority:	Contact Name:
Useful Life:	

### PROJECT DESCRIPTION

Provide a brief description of the project or purchase

### PROJECT SCHEDULE: (PROVIDE DETAIL ON TIMING OF PROJECT DESIGN, BID, IMPLEMENTATION AND COMPLETION)

### PROJECT PURPOSES: (Check all statements that apply)

<input type="checkbox"/> Addresses critical health or safety hazard. <input type="checkbox"/> Provides developed area with a comparable level of city services or facilities. <input type="checkbox"/> Maintains or enhances systems that support existing city services. <input type="checkbox"/> Provides new service, facility, system or equipment. <input type="checkbox"/> Expands existing service into an undeveloped area. <input type="checkbox"/> Repairs, replaces or prevents a breakdown of an existing city facility, system, service or equipment. <input type="checkbox"/> Supports a revenue generating service	<input type="checkbox"/> Serves to eliminate Blight <input type="checkbox"/> Encourages economic development <input type="checkbox"/> Encourages revitalization, community aesthetics, or historic preservation <input type="checkbox"/> Provides other rehabilitation, replacement or new construction. <input type="checkbox"/> This project was identified in prior year CIP Plan requests <input type="checkbox"/> Improves resident quality of life in terms of recreational activities, personal enrichment or living conditions <input type="checkbox"/> Contributes to a safe community
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### PROJECT OR PURCHASE JUSTIFICATION

Describe physical condition, demand/capacity, functionality and/or safety concerns or revenue generating potential that justifies the project/acquisition

### IMPACT ON DEFERRED IMPLEMENTATION/PURCHASE

Describe how project deferral will impact future asset maintenance, economic growth, quality of service, efficiency or effectiveness, quality of life, safety, financing or other issues.

### RETURN ON INVESTMENT

Describe the financial benefits, cost savings or payback of the capital project such as grant funding, cost avoidance or operational cost or income benefits



**CITY OF WAUSAU  
CAPITAL IMPROVEMENT PLAN  
SCORING MATRIX**

CRITERIA	POSSIBLE SCORE		
	0 points	1-5 points	6-10 points
Consistency with Community Goals and Plans	Project is inconsistent with city's comprehensive plan or does not advance strategic goals.	Project is consistent with plan but does not significantly advance strategic goals.	Project is directly related to the city's comprehensive plan and strategic goals .
Public Health and Safety	Project has no impact on existing health or safety issues.	Project would improve non-critical or non-urgent health or safety issues.	Project addresses immediate continual safety or health hazards or needs.
Mandates or Other Legal Requirements	Project is not mandated or required by legal obligations.	Project would address anticipated mandates or legal obligations.	Project is mandated or required due to legal obligations.
Maintains or improves Standard of Service	Project not related to maintaining an existing standard of service.	Project maintains and existing standard of service.	Project would improve deficiencies or problems in existing services.
Extent of Benefit	Project would benefit only a small percentage of citizens, particular neighborhood or area.	Project would benefit a large percentage of citizens or many neighborhoods or areas.	Project would benefit all of the citizens, neighborhoods or areas.
Related to Other Projects	Project is not related to other projects or part of a phased implementation.	Projects is linked to other projects or phased implementation but not essential to their completion.	Project is essential to the success of other projects or phased implementations identified in the CIP and already underway.
Public Perception of Need	The project has not been identified by the citizens as a need.	The project has been identified by the citizens as a need but lacks strong or overwhelming support.	Project has strong citizen and political support.
Efficiency/Effectiveness of Service	Project does not improve efficiency of the service or staff.	Project would result in savings by eliminating obsolete or inefficient facilities.	Project would result in significant savings by increasing efficiency of service and staff and/or reducing the ongoing cost of a service or facility.
Supports Economic Development	Project would discourage or directly prevent private capital investment, decrease the tax base, decrease property valuation, or decrease local job opportunities.	Project would have no impact on private capital investment, the tax base, valuation or local job opportunities.	Project would directly result in private capital investment, increased tax base, increased valuation or improved local job opportunities.
Environmental Quality	Project would have a negative effect on the environmental quality of the city.	Project would not affect the environmental quality of the city.	Project would improve the sustainability of the environment.
Feasibility of Project	Project is unable to proceed due to obstacles such as land acquisition, easements, other approvals. Project is not shovel ready.	Minor obstacles, plans or details exist but should not impact a timely implementation.	Project is entirely ready to proceed. No obstacles exist.
Blight and Crime Elimination	This project would have no impact on the reduction of crime or blight within the city.	This project will have limited impact on the reduction of crime or blight within the city.	This project impact the reduction of crime or blight within the city.
Operational Budget Impact	Project would significantly increase personnel or other operating costs or decrease revenues.	Project would have a neutral impact on personnel or other operating costs or revenues.	Project would decrease personnel costs, or other operating costs or increase operating revenues.
Impact of Deferral	Deferral will not impact economic growth, service, functionality, staff efficiency or safety.	Deferral will have limited impact on economic growth, service, functionality, staff efficiency or safety.	Deferral will have a detrimental impact on economic growth, service, functionality, staff efficiency or safety.