



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

OFFICIAL NOTICE AND AGENDA - REVISED

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, April 14, 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). (3/10/15 & 3/24/15)
- 3 Consider request by Man-of-Honor Society to waive license fees for Annual Charity Raffle (Jeff Morgan)
- 4 Discussion and possible action regarding sole source purchase authority and the execution of a contract with the Boys and Girls Club for peer court and youth development services - Groat
- 5 Discussion and possible action to authorize utility relocation and extension in the East Hangar Development Area and related budget modification -Groat/Chmiel
- 6 Discussion and possible action to authorize a budget modification for the purchase and installation of a portable electric service to serve the Balloon Rally - Groat/Chmiel
- 7 Discussion and possible action regarding budget modification for the Police Department - Barnes
- 8 Discussion and possible action regarding budget modification for the Fire Department - Groat
- 9 Discussion and possible action regarding sole source purchase of Motorola Radios from Northway Communications - Fire Department
- 10 Sole source purchase environmental services with Conestoga Rovers - Wausau Water Supply PRP Group -
- 11 Discussion and possible action regarding budget modification - Transformer project RMM Solutions Development Agreement - Engineering
- 12 Discussion and possible action on resolution authorizing the carryover of capital funds to 2015 - Groat
- 13 Discussion and possible action regarding the 2014 housing code violations, forfeitures and total paid
- 14 Discussion and possible action regarding the modification of the Procurement Policy - to allow departments to sign purchase contracts valued at less than or equal to \$5,000, create a competitive purchasing exemption category and eliminate council approval for minor intergovernmental contracts valued at \$5,000 or less - Groat
- 15 Approving Acceptance of settlement offer and Stipulation and Order to Dismiss Gary R. Stein et al v. City of Wausau (Hwy. 51/U Interchange condemnation appeal, Case No. 14CV678) and related budget modification - Jacobson
- 16 Discussion and possible action on approval of contract agreement for the Mercury Reduction Program between Marathon County Health Department and Wausau Water Works, City of Wausau - Jacobson
- 17 Discussion and possible action on resolution opposing the State of Wisconsin's proposed elimination of personal property tax and computer aid - Groat
- 18 Discussion and possible action on a resolution supporting the continued existence of the Board of Commissioners of Public Lands and local government loan program - Groat
- 19 Approving the nomination of a Trustee for Wausau Cemetery Perpetual Care Fund - Jacobson
- 20 Approving Second Amendment to Lease Agreement between City of Wausau and Espresso Sensory Perception, LLC dba Cafe' Le Grand - Jacobson
- 21 ~~Presentation regarding the financial position of the Tax Increment Districts - Groat (POSTPONED)~~
- 22 Discussion and possible action regarding update on Village and Town discussions regarding the Village of Brokaw.
- 23 Discussion and Possible Action on 2016 Budget Priorities

Adjournment

Keene Winters, Chair

This notice was posted at City Hall and emailed to the Wausau Daily Herald newsroom on 4/13/15 at 9:30 am.

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



*** 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.

ADDENDUM

Meeting of: **FINANCE COMMITTEE MEETING**
Date/Time: **Tuesday, April 14, 2015 at 5:30 PM**
Location: **City Hall, 2nd Floor Board Room**
Members: Keene Winters (C), Karen Kellbach, Bill Nagle, Dave Nutting, David Oberbeck

ADDENDUM ITEM(S) FOR CONSIDERATION/ACTION

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

Adjournment

Keene Winters, Chairperson

This notice was posted at City Hall and emailed to the Wausau Daily Herald newsroom on 4/13/15 at 3:15 pm.

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: Gisselman, Rasmussen, Nutting, Abitz, Mielke), *Tipple, *Jacobson, *Groat, *Loy, Rayala, Lindman, Hebert, Lenz, Hardel.

FINANCE COMMITTEE

Date and Time: Tuesday, March 10, 2015 @ 5:30 pm., Board Room

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

Others Present: Tipple, Groat, Giese, Hite, Jacobson, Mohelnitzky, Kujawa, Gehin, Hebert, Stratz, Wagner, Neal, Mielke, Rayala, Dean Dietrich, Larry Lee, Bruce Bohlken, Keith Rusch, Deb Ryan.

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.

- 1) Deb Ryan, 702 Elm St, spoke regarding the Community Development Block Grant program and felt someone should have gone to all the neighborhood groups with the information.
- 2) Keith Rusch, Supervisor for the Town of Maine, commented on the background information for the Brokaw issue, noting the Town of Maine does not have a specific proposal pending and intends to work with the other communities to come up with a plan.

Minutes of previous meetings. (2/10/15)

Motion by Kellbach, second by Nagle to approve the minutes of the meeting on 2/10/2015. Motion carried 5-0.

Approval of the 2015 Community Development Block Grant Program Budget

Tammy Stratz indicated the Citizens Advisory Committee met several times to do informational meetings and public hearings last fall for the proposed 2015 block grant funding. They recently learned the actual amount of \$578,155 and met with the committee to reallocate it; once it is approved by Finance and Council it will be submitted to HUD for review.

Motion by Oberbeck, second by Kellbach to approve the CDBG Program budget as presented. Motion carried 4-1. (*Winters was the dissenting vote.*)

Discussion and possible action on proposal(s) to work with the Town of Maine and the Town of Texas on resolving the Brokaw solvency issue.

Winters stated in their packets is a list for discussion of five potential principles on which to found a deal. Oberbeck felt the discussion was premature. Nagle stated the Council is going to convene in closed session tonight regarding this issue and he would make comments at that time.

Motion by Kellbach, second by Nutting to table the item to the next meeting. Motion carried 5-0.

Discussion and possible action regarding the Wisconsin DNR Ready for Reuse Loan Application - Lenz

Groat stated in 2015 we received a DNR Ready for Reuse Grant of approximately \$280,000, which was used to offset some of the remediation activities at the waterfront. She explained in the 2015 modified budget Council approved doing additional remediation on the riverbank because as we were looking to make improvements, some testing was done on the riverbank and found that remediation would be required first. Although funds were budgeted, we were to continue to look for other revenue sources to help defray the cost. She indicated this is the first grant that we are asking authorization to apply for. She stated currently the DNR is telling us that all they have available are loans, but there is value to having a loan because it would be zero percent interest and they offered to help us structure the loan to defer payments for a couple years while we complete the project and attract developers to the area. She noted the DNR requires a formal resolution be adopted before we can submit the application.

Motion by Nagle, second by Nutting to apply for the Reuse Loan with the understanding that going forward if we can find any solvent responsible parties for the pollution we will look to them for funds. Motion carried 5-0.

Discussion and possible action regarding modifications to the procurement policy to comply with Agreed Upon Procedures Report

Groat stated at the last meeting we reviewed the Agreed Upon Procedures Report and the recommendations for improvement provided by the auditors. She requested the committee formally approve the changes to the Procurement Policy, noting there were no changes from what was previously discussed.

Motion by Kellbach, second by Oberbeck to approve the modifications to the Procurement Policy. Motion carried 5-0.

Discussion and possible action regarding standardized fiscal impact communication on proposed council actions

The committee reviewed an example of the proposed fiscal impact portion for Council resolutions as discussed at the last meeting. Winters questioned if in the debt finance column there was a way to get information on the annual and estimated debt service so we know what the operating cost is.

Toni Rayala, City Clerk, commented she was concerned this additional information requirement will delay the submission of Council agenda items longer, making it difficult to meet the six-day rule to have the Council packet available. Oberbeck felt the information was important to making the decision. Nagle commented fiscal impact is important, but not to forget about the benefits as well.

Motion by Oberbeck, second by Nagle approve the proposed standard fiscal impact as presented. Motion carried 5-0.

Authorize the write off of certain uncollectible delinquent personal property tax accounts from the City's accounting records.

Groat stated this is something we have to do every year and it enables us to recover some of these costs from our other taxing partners: Marathon County, NTC, and the School District. She noted the state statutes are clear on how we can recover those costs. The total cost is \$13,579.83 after which the city would be left with \$5,312.92. She noted we do continue to try to collect this debt and if we are successful we compensate the other taxing jurisdictions.

Motion by Nagle, second by Kellbach to approve authorizing the write off of uncollectible delinquent personal property tax accounts. Motion carried 5-0.

Discussion and possible action regarding report on 2014 Inspections Complaint Violation Report

Committee reviewed the report in the packet. Groat indicated they could work with IT to get data on how much revenue is received from the Municipal Court fines by the code number.

Discussion and possible action regarding financing a 2015 Merit Bonus for Non-Represented Staff

Winters commented that the budget contains no money to reward exceptional performance and felt this leads to the possible concern that the employee evaluation process may be taken less seriously in 2015. He proposed the committee direct staff to come up with a funding plan for one-time merit bonuses in 2015. He suggested that the dollar amount be approximately \$40,000. This would allow for 20 one-time bonuses of \$1,000 and 40 one-time bonuses of \$500, or some other combination, making performance bonuses available for up to one-third of non-represented employees. This would add another 0.5% to non-represented employee pay in 2015, bringing them to the same 2% increase granted the represented employees. Winters felt the funding source would have to come from money saved in the current personnel budget. He questioned if dollars could be reallocated from vacant positions to the bonuses.

Nagle commented he liked the idea of rewarding exceptional performance. Oberbeck stated we don't have the final numbers yet and questioned whether the budget can support it. He pointed out 63% of the employees are over the market rate and the HR Committee hasn't dealt with this issue yet. Winters reiterated it would be a one-time payout not something that would become part of the regular pay.

Wagner indicated he opposed this proposal because the evaluation process needs to go on whether there is a bonus or not and to help them set goals. He felt there were other places in the budget where there will be shortfalls to deal with.

Motion by Nagle, second by Nutting to investigate the proposal as presented, motion failed 2-3. (*Oberbeck, Nutting and Kellbach were the dissenting votes.*)

Adjournment

Motion by Nagle, second by Oberbeck to adjourn the meeting. Motion carried unanimously. Meeting adjourned at 6:25 p.m.

FINANCE COMMITTEE

Date and Time: Tuesday, March 24, 2015 @ 5:30 pm., Board Room

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

Others Present: Tipple, Groat, Giese, Hardel, Hite, Jacobson, Kujawa, Werth, Schock, Chmiel, Wagner, Neal, Mielke, Abitz, Goede, Deb Ryan.

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. (2/24/15)

Nagle requested a revision of a statement made by him in the draft minutes to reflect his intent; there was no objection to this request.

Motion by Nagle, second by Nutting to approve the minutes of the meeting on 2/24/2015 as corrected. Motion carried 5-0.

Discussion and possible action on Transfer of Funds - From the Police Department to the Fire Department – Hardel

Chief Hardel stated this request was in reference to a movement across the nation to have a paramedic on the SWAT team. He explained SWAT calls are high risk for injury and they have found if there is a paramedic on the scene in the event that an officer is shot, the chance of the officer's survival increases approximately 83%. He indicated he has requested four paramedics from Wausau Fire who are highly trained and were a part of the team last year. He indicated it was not put in the Fire Department budget this year so he was requesting some of his budget be transferred to continue it.

Motion by Oberbeck, second by Kellbach to approve the transfer of \$8,250 from Police to Fire as presented. Motion carried 5-0.

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.

John Chmiel explained the reason the lease needs to be changed is because where the hangar is located tenants are not currently allowed to operate businesses from their hangars. He indicated Dr. Burt is one of very few aviation medical examiners that are authorized to give medicals to pilots. This would be unique that this service would be provided on an airport and a benefit to it. He noted it was approved by the Airport Committee and we will also be changing the minimum standards ordinance, which specifically addresses Dr. Burt's particular business. It will be a part-time business; Dr. Burt is going to be semi-retiring. The fee the airport decided to charge him is based on his estimated number of medicals he'll be doing next year. He indicated the Airport Committee voted they will re-evaluate if it was the appropriate fee after 12 months.

Motion by Nagle, second by Kellbach to approve the 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. Motion carried 5-0.

Discussion and possible action on PetData Report – Groat

Groat presented the report through the month of February, noting we always see a big push in the month of March because pet licenses are due for renewal March 31st. Winters distributed a handout on things he and Rasmussen agreed that Finance Committee would do and PH&S Committee would do in reference to animal control.

Discussion and possible action on February 2015 General Fund Financial Report – Groat

Groat stated we are only two months into the year so there are not a lot of concerns expressed at this time. She pointed out we are doing considerably better this year in the public works area due to the lack of snow removal activities that were required. There were \$1.4 million in expenses through the month of February 2014, compared to just under \$1 million through February this year.

Discussion and possible action regarding Strategic Plan – Tipple

Mayor Tipple indicated the public safety committee met with Northcentral Technical as a facilitator this afternoon to continue on with our strategic plan and came up with some ideas. He indicated there will be some invites coming out to the various committees in the next couple weeks. Winters questioned if any of the other committees have met or moved forward since November 5, 2014.

Groat stated the initial vision was to create these separate committees (jobs, blight, public safety) that would all work independently, but we have found there is no benefit of a learning curve this way and are re-thinking the process. The suggestion is to use one group to do each one of those components and bring experts in to the process as need be. The benefit of doing that is that core group is learning and becoming more successful at that process. She commented they would like our strategic plan to have action components instead of just sitting and collecting dust on a shelf; there would be a “to do” list within the plan. She felt that by using one committee versus multiple committees, we don’t have to worry about duplicating efforts because they can mesh issues together.

Oberbeck requested more documentation on how this is moving forward and reports on how the committees are structured, including who are the chairpersons and what are the goals. Winters indicated he would place this on the next agenda for a report on the issues in the survey, where we left off, and how we are going to proceed.

Discussion and possible action regarding the Downtown Mall – Tipple

Mayor Tipple stated the mall owners have indicated the Sears space is going to continue to be occupied by Sears; all the current tenants in the mall are solid; they are looking for other opportunities for the mall; and that they are working on a proposal to move Younkers from their current space to the former JC Penney’s space. Ann Werth stated CBL is putting together a financial package they want to bring forth to the City of Wausau.

Nagle commented we have a great downtown and a challenged mall; 30 years ago we had a lousy downtown and a great mall. He stated all options are on the table and this is an opportunity to take that eight square block area and do something really innovative and futuristic. Winters requested an update at the meeting in May.

Discussion and possible action regarding the Assessment Department revaluation project – Tipple

Mayor Tipple stated the final software conversion is scheduled for April 21st and is going fairly well. Personal Property tax forms were mailed out and they are coming back in. He noted it is on the state budget to get rid of personal property tax which has a big effect on Wausau. Groat noted the financial impact to the city would be approximately \$1.6 million decrease. Giese stated they are prepping for the revaluation and will be training with the new software next week. Winters indicated there would be a presentation at the next meeting regarding the assessment process.

Discussion and possible action regarding the Capital Improvement Budget Process – Groat

Groat stated the annual process typically begins the end of March, starting with placing the forms for the departments to access on the internal Intranet. They can submit their capital requests, which is anything over \$25,000 and she then meets with the departments to ensure everything is correct. The CIP Committee, which consists of the Finance Director, the City Planner, the Director of Public Works, Council President, Finance Chair and CISM Chair, conducts interviews with the departments, reviews the requests and individually ranks them by established criteria. The highest points would be determined top priority and the CISM Committee submits DPW’s street, sidewalk and storm sewer projects. The committee meshes the two demands together to come up with the capital budget which is then submitted to the Finance Committee. Groat explained the scoring matrix to the committee. Winters questioned if the committee wanted to discuss how CIP Committee is conducted in the future. Groat indicated she could survey other communities on their CIP processes.

Presentation regarding December 31, 2014 financial position of the Tax Increment Districts – Groat

Groat indicated she was waiting for some grant information and would bring this back to the next meeting.

Adjournment

Motion by Nagle, second by Kellbach to adjourn the meeting. Motion carried unanimously. Meeting adjourned at 6:40 p.m.

AGENDA
ITEM #3



Man-of-Honor Society

Of Marathon County

P. O. Box 5112, Wausau, WI 54402

Tel (715) 212-1348

WAUSAU CITY COUNCIL

9 April 15

The Man of Honor Society of Marathon County is a local veterans group who raise funds to assist fellow veterans and their families in need. We will celebrate our 11th year of dedication to these veterans by holding a community raffle and celebration at the Eagles Club in Wausau on 12, 13 and 14 June 2015. We are a non-political, non-profit (501C) organization and we have no dues in our society. We are also a member of the Wausau Chamber of Commerce.

On Saturday, 13 June we will have a fireworks display for all those who wish to attend as it is open to the public. The setup at the Eagles Club will be identical as last year and I have spoken to the Fire Department Officials and they were very satisfied the way we handled the event last year.

Once again we are requesting the City Council to waive any permit fees for this event as they so graciously did last year. We anticipate many people from the surrounding area will be in attendance and will be a great benefit to the local community. Again, we are a non-profit organization and we are veterans helping veterans and their families in

need. The support for our organization from the Wausau and surrounding area in our efforts to help these veterans has been nothing less than outstanding in the past. For that we are extremely grateful.

Your consideration in this matter is gratefully appreciated.

A handwritten signature in black ink, appearing to read "Jeff Morgan", with a long horizontal flourish extending to the right.

JEFF MORGAN, President

Man of Honor Society



TO: FINANCE COMMITTEE MEMBERS

FROM: MARYANNE GROAT

DATE: April 7, 2015

SUBJECT: TO ENTER INTO A CONTRACT WITH THE BOYS AND GIRLS CLUB FOR YOUTH ENRICHMENT AND PEER COURT SERVICES AND APPROVE A SOLE SOURCE PURCHASE

Purpose: To present for Committee consideration the Boys and Girls Club Service Contracts and seek approval for sole source purchasing of these services.

Financial Impact: \$23,000 for Peer Court and \$25,000 for Youth Enrichment Services

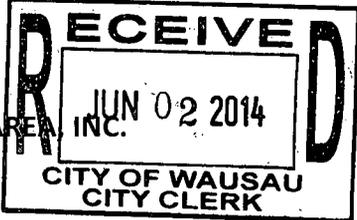
Facts:

In 2014, the Finance Committee and Common Council authorized the execution of two service contracts with the Boys and Girls Club for Peer Court Administration and Youth Enrichment Programming and approved sole source for these services. The contract will expire at the end of May 2015. The 2015 budget provides for these expenditures.

If the Finance Committee and Common Council are interested in continuing to contract with the Boys and Girls Club for these services a new contract needs to be executed. In addition, the Finance Committee could propose to modify the language of the existing contracts to provide for a multi-year contract period such as five years with an option to terminate the agreement annually on December 1 if funding for the programs has been eliminated in the following year's budget. The contract could retain the existing language which allows early termination for failure to perform. A multi-year contract would eliminate the time consuming nature of contract administration while providing the City with flexibility to terminate the contract if funding is no longer available.

Attachments: The 2014 contracts are attached. The agreements would be submitted to the legal department for the modifications necessary to reflect the contract term and termination provision recommended by the Finance Committee.

AGR 1588



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

THIS AGREEMENT, made this 27 day of May 2014, by and between the City of Wausau, a municipal corporation of the State of Wisconsin, with its City Hall located at 407 Grant Street, Wausau, Wisconsin, 54403, hereinafter referred to as "CITY," and The Boys & Girls Club of the Wausau Area, Inc., a nonprofit private corporation, with its principal offices at 1710 N. Second Street, Wausau, Wisconsin, 54403, hereinafter referred to as "BGC."

WITNESSETH:

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

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

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

WHEREAS, on November 26, 2013, the Council approved a Resolution adopting the 2014 City of Wausau Budget and general property tax to support same, which included \$23,000 as a line item in contractual services designated to the Peer Court Program; and

NOW, THEREFORE, the parties hereto agree as follows:

1. CITY will pay to BGC, a sum of money not to exceed Twenty-Three Thousand and No/100 Dollars (\$23,000) for the purpose of operating a state approved teen court program, which provides referrals of youthful offenders to the Peer Court Program, as a legal alternative to the traditional imposition of civil forfeitures upon conviction, and results in meaningful, positive behavioral modification.
2. In consideration for the payment of \$23,000, BGC agrees to operate a Peer Court Program, through which they will accept referrals from CITY's municipal court, for youth ages 12 to 17, for violations of any non-violent city ordinance, who have no prior record.
3. The term of this Agreement shall be for a period of one (1) year, from January 1, 2014, through December 31, 2014.
4. BGC will provide reports to CITY on a quarterly basis, indicating the number of juveniles referred and served including: date of participation, date of completion, type of offense;

referrals made to community organizations; involvement with community agencies during Peer Court supervision; explanation of youth who did not successfully complete the program; and survey results of program participants.

5. BGC will submit quarterly invoices, requesting payment of CITY and CITY will make payment based upon those submitted invoices.

6. BGC further agrees that this Agreement may be terminated or suspended by CITY in the event BGC fails to perform any of the conditions contained herein and that CITY may take appropriate and corrective action in order to insure compliance with this Agreement, including an order to audit BGC's books and records pertaining to its activities and the utilization of CITY funds. In the event of default or violation by BGC or the necessity of corrective action, CITY shall provide BGC, by written notice, a demand to cure default, explaining the nature and extent of the default or violation. BGC shall cure or remedy said violation or default within ten (10) days after receipt of said notice, unless a longer time is agreed upon by the parties in writing. In case default or violation is not cured and corrective action is not completed within ten (10) days, or a longer time as may be agreed upon, this Agreement may be terminated by CITY upon 14 days' advance notice for failure to cure the default or violation. Payment due under the Agreement for services rendered shall be prorated up to and including the termination date.

7. Nothing contained herein, nor any act of CITY, BGC, or any other party, shall be deemed or construed by any party, or by any other third person, to create any relationship with third party beneficiary, principal or agent, limited or general partnership, or joint venture, or of any association or relationship involving CITY. BGC is at all times considered an independent agency and not an agency or branch of CITY.

8. BGC agrees to indemnify, defend and hold harmless and release the CITY, its employees, agents, officers and designees, whether appointed, hired or elected, free and harmless from and against any and all judgments, damages, losses, costs, claims, expenses, suits, demands, actions and/or causes of action of any kind or of any nature, which may be sustained by reason of damage to any property or damages or injury to any person or persons or death to any person or persons, or by reason of any other liability imposed by law or by anything or by anyone else upon CITY, or its employees, agents, officers and designees, whether appointed, hired or elected, as the result of and/or due to the operations or activities of BGC, or anyone else, undertaken in connection with the youth development programs which are the subject of this Agreement; and specifically included within this hold harmless are attorneys' fees and other costs of defense which may be sustained by and/or occasioned to CITY and/or any of the CITY's employees, agents, officers and designees whether appointed, hired, or elected.

9. BGC shall procure and maintain, at its cost and expense, amounts of insurance that may be necessary for proper protection in connection with the operations of BGC. Said insurance shall provide for public liability insurance in the sum of at least one million dollars and shall name the City of Wausau as an additional insured. Proof of said insurance shall be furnished to

CITY within thirty (30) days from execution of this Agreement and shall be maintained and in full force and effect during the term of the project.

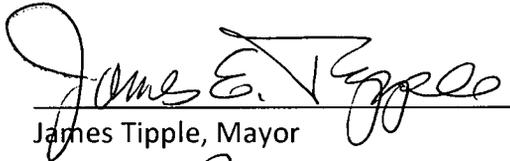
BGC shall be responsible for all workers' compensation claims arising from BGC operations under this Agreement and BGC shall have in full force and effect workers' compensation as per Wisconsin Statutes.

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

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

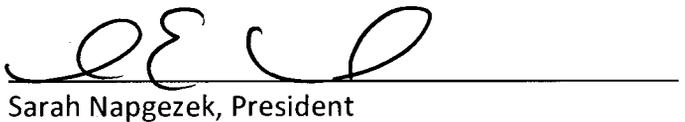
CITY OF WAUSAU BY:

BOYS AND GIRLS CLUB OF THE WAUSAU AREA, INC.


James Tipple, Mayor


Brian Stezenski-Williams, Executive Director


Toni Rayala, City Clerk


Sarah Napgezok, President


This instrument drafted by
Anne Jacobson
City Attorney 



CITY OF WAUSAU
SOLE SOURCE PURCHASE JUSTIFICATION
REQUIRED FORM PURCHASE OF GOODS OR SERVICES EXCEEDING \$5,000

Purchase of goods or services for no more than \$25,000 may be made without competition when it is agreed *in advance* between the Department Head and the Finance Director. Sole source purchasing should be avoided unless it is clearly necessary and justifiable. The justification must withstand public and legislative scrutiny. The Department Head is responsible for providing written documentation justifying the valid reason to purchase from one source or that only one source is available. Sole source purchasing criteria include: urgency due to public safety, serious injury financial or other, other unusual and compelling reasons, goods or service is available from only one source and no other good or service will satisfy the City's requirements, legal services provided by an attorney, lack of acceptable bids or quotes, an alternate product or manufacturer would not be compatible with current products resulting in additional operating or maintenance costs, standardization of a specific product or manufacturer will result in a more efficient or economical operation or aesthetics, or compatibility is an overriding consideration, the purchase is from another governmental body, continuity is achieved in a phased project, the supplier or service demonstrates a unique capability not found elsewhere, the purchase is more economical to the city on the basis of time and money of proposal development.

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

1. Provide a detailed explanation of the good or service to be purchased and vendor.

The Boys and Girls Club will be providing Peer Court administrative Services for the City of Wausau in 2014.

2. Provide a brief description of the intended application for the service or goods to be purchased.

See the attached Description

3. State why other products or services that compete in the market will not or do not meet your needs or comply with your specifications.

The Boys and Girls Club have provided this service to the City for a number of years. In addition, they provide identical Peer Court Services for Marathon County Circuit Court system. In addition, the court must comply with Wisconsin State Statute 938.343(2m) that dictates that the teen court program must be approved by the chief judge of the judicial administrative district.

4. Describe your efforts to identify other vendors to furnish the product or services.

No other agencies in the area provide a similar service. In addition, the court must comply with Wisconsin State Statute 938.343(2m) that dictates that the teen court program must be approved by the chief judge of the judicial administrative district.

5. How did you determine that the sole source vendor's price was reasonable?

The price has remained the same since 2006 and is consistent with Marathon County charges

6. Which of the following best describes this sole source procurement? Select all that apply.

- Product or vendor is uniquely qualified with capability not found elsewhere.
- Urgency due to public safety, serious financial injury or other. (explain)

- The procurement is of such a specialized nature that by virtue of experience, expertise, proximity or ownership of intellectual property
- Lack of acceptable quotes or bids.
- Product compatibility or the standardization of a product.
- Continuation of a phased project.
- Proposal development is uneconomical.

Department: Mayor

Preparer: Maryanne Groat

Vendor Name: Boys and Girls Club of the Wausau Area

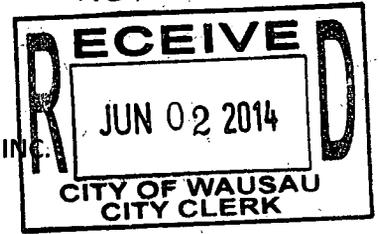
Expected amount of purchase or contract: \$23,000

Department Head Signature:  **Date:** 5/7/14

Finance Director Signature:  **Date:** 5/7/14

13-1109

+ APR 1588



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

THIS AGREEMENT, made this 27 day of May 2014, by and between the City of Wausau, a municipal corporation of the State of Wisconsin, with its City Hall located at 407 Grant Street, Wausau, Wisconsin, 54403, hereinafter referred to as "CITY," and The Boys & Girls Club of the Wausau Area, Inc., a nonprofit private corporation, with its principal offices at 1710 N. Second Street, Wausau, Wisconsin, 54403, hereinafter referred to as "BGC."

WITNESSETH:

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

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

WHEREAS, your Finance Committee considered on August 27, 2013, an agenda item "Consider 2014 Funding of Boys and Girls Club Service Contract";

WHEREAS, your Finance Committee on August 27, 2013, approved a line item in the budget for contractual services for youth, counselling and recreational services in the amount of \$25,000;

WHEREAS, on November 26, 2013, the Council approved a Resolution adopting the 2014 City of Wausau Budget and general property tax to support same, which included \$25,000 as a line item designated to the Boys and Girls Club; and

NOW, THEREFORE, the parties hereto agree as follows:

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

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

2. In consideration for the payment of \$25,000, BGC agrees to provide 1,000 unduplicated Wausau youth academic enrichment, college and career exploration, service and leadership, health and life skills and mentoring on an annual basis, of whom at least 60% will come from low-income households (qualify for free or reduced lunch).
3. The term of this Agreement shall be for a period of one (1) year, from January 1, 2014, through December 31, 2014.

4. BGC will provide reports to CITY on a quarterly basis, indicating the number of youths served in each program and qualifying verification; in addition, BGC will submit quarterly financial reports documenting the specific expenses tied to each of its programs and request reimbursement for those expenses when the reports are submitted. Payment by CITY will be made based upon those invoices submitted by BGC.
5. BGC further agrees that this Agreement may be terminated or suspended by CITY in the event BGC fails to perform any of the conditions contained herein and that CITY may take appropriate and corrective action in order to insure compliance with this Agreement, including an order to audit BGC's books and records pertaining to its activities and the utilization of CITY funds. In the event of default or violation by BGC or the necessity of corrective action, CITY shall provide BGC, by written notice, a demand to cure default, explaining the nature and extent of the default or violation. BGC shall cure or remedy said violation or default within ten (10) days after receipt of said notice, unless a longer time is agreed upon by the parties in writing. In case default or violation is not cured and corrective action is not completed within ten (10) days, or a longer time as may be agreed upon, this Agreement may be terminated by CITY upon 14 days' advance notice for failure to cure the default or violation. Payment due under the Agreement for services rendered shall be prorated up to and including the termination date.
6. Nothing contained herein, nor any act of CITY, BGC, or any other party, shall be deemed or construed by any party, or by any other third person, to create any relationship with third party beneficiary, principal or agent, limited or general partnership, or joint venture, or of any association or relationship involving CITY. BGC is at all times considered an independent agency and not an agency or branch of CITY.
7. BGC agrees to indemnify, defend and hold harmless and release the CITY, its employees, agents, officers and designees, whether appointed, hired or elected, free and harmless from and against any and all judgments, damages, losses, costs, claims, expenses, suits, demands, actions and/or causes of action of any kind or of any nature, which may be sustained by reason of damage to any property or damages or injury to any person or persons or death to any person or persons, or by reason of any other liability imposed by law or by anything or by anyone else upon CITY, or its employees, agents, officers and designees, whether appointed, hired or elected, as the result of and/or due to the operations or activities of BGC, or anyone else, undertaken in connection with the youth development programs which are the subject of this Agreement; and specifically included within this hold harmless are attorneys' fees and other costs of defense which may be sustained by and/or occasioned to CITY and/or any of the CITY's employees, agents, officers and designees whether appointed, hired, or elected.
8. BGC shall procure and maintain, at its cost and expense, amounts of insurance that may be necessary for proper protection in connection with the operations of BGC. Sai insurance shall provide for public liability insurance in the sum of at least one million dollars and shall name the City of Wausau as an additional insured. Proof of said insurance shall be furnished to CITY within

thirty (30) days from execution of this Agreement and shall be maintained and in full force and effect during the term of the project.

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

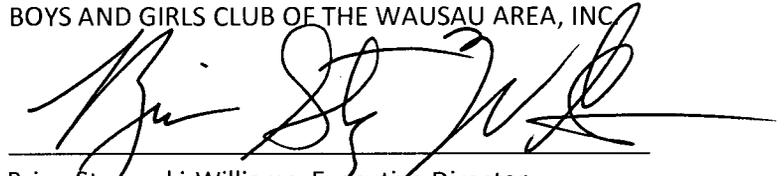
9. BGC shall provide all information and data regarding the various youth development programs it operates, as requested by CITY. Such information shall include, but not be limited to, number of clients, identification of problems/issues and strategies to resolve such and other information related to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

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

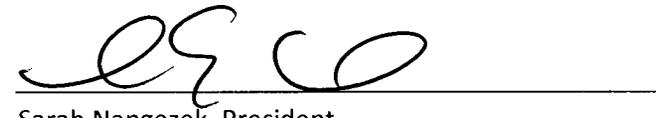
CITY OF WAUSAU BY:

BOYS AND GIRLS CLUB OF THE WAUSAU AREA, INC


James Tipple, Mayor


Brian Stezenski-Williams, Executive Director


Toni Rayala, City Clerk


Sarah Nagezek, President



This instrument drafted by
Anne Jacobson
City Attorney





**CITY OF WAUSAU
SOLE SOURCE PURCHASE JUSTIFICATION
REQUIRED FORM PURCHASE OF GOODS OR SERVICES EXCEEDING \$5,000**

Purchase of goods or services for no more than \$25,000 may be made without competition when it is agreed *in advance* between the Department Head and the Finance Director. Sole source purchasing should be avoided unless it is clearly necessary and justifiable. The justification must withstand public and legislative scrutiny. The Department Head is responsible for providing written documentation justifying the valid reason to purchase from one source or that only one source is available. Sole source purchasing criteria include: urgency due to public safety, serious injury financial or other, other unusual and compelling reasons, goods or service is available from only one source and no other good or service will satisfy the City's requirements, legal services provided by an attorney, lack of acceptable bids or quotes, an alternate product or manufacturer would not be compatible with current products resulting in additional operating or maintenance costs, standardization of a specific product or manufacturer will result in a more efficient or economical operation or aesthetics, or compatibility is an overriding consideration, the purchase is from another governmental body, continuity is achieved in a phased project, the supplier or service demonstrates a unique capability not found elsewhere, the purchase is more economical to the city on the basis of time and money of proposal development.

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

1. Provide a detailed explanation of the good or service to be purchased and vendor.

The Boys and Girls Club will be providing services to the City youth through a youth development program. This program has been in place for a few years and the Boys and Girls Club has provided several presentations regarding the positive outcomes of the program. The specifics of the services offered are outlined in the attached contract for services.

2. Provide a brief description of the intended application for the service or goods to be purchased.

To provide youth development programs to approximately 1,000 youth in the area.

3. State why other products or services that compete in the market will not or do not meet your needs or comply with your specifications.

The Boys and Girls Club is uniquely positioned to provide these services due to the location and functionality of their facility and the mission and focus of the organization. In addition, these services have been excessively debated by the Finance Committee and the Common Council. The will of the majority of the Common Council funded this service contract as denoted in the failed budget amendment to remove the contract costs from the budget which is attached.

4. Describe your efforts to identify other vendors to furnish the product or services.

No other agencies have been considered.

5. How did you determine that the sole source vendor's price was reasonable?

The price is \$25 per youth. This appears very reasonable based upon costs for other youth instructional programs such as swimming lessons or tennis instructions provided by the parks department.



TO: FINANCE COMMITTEE MEMBERS

FROM: MARYANNE GROAT

DATE: April 8, 2015

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

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

Background Information:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

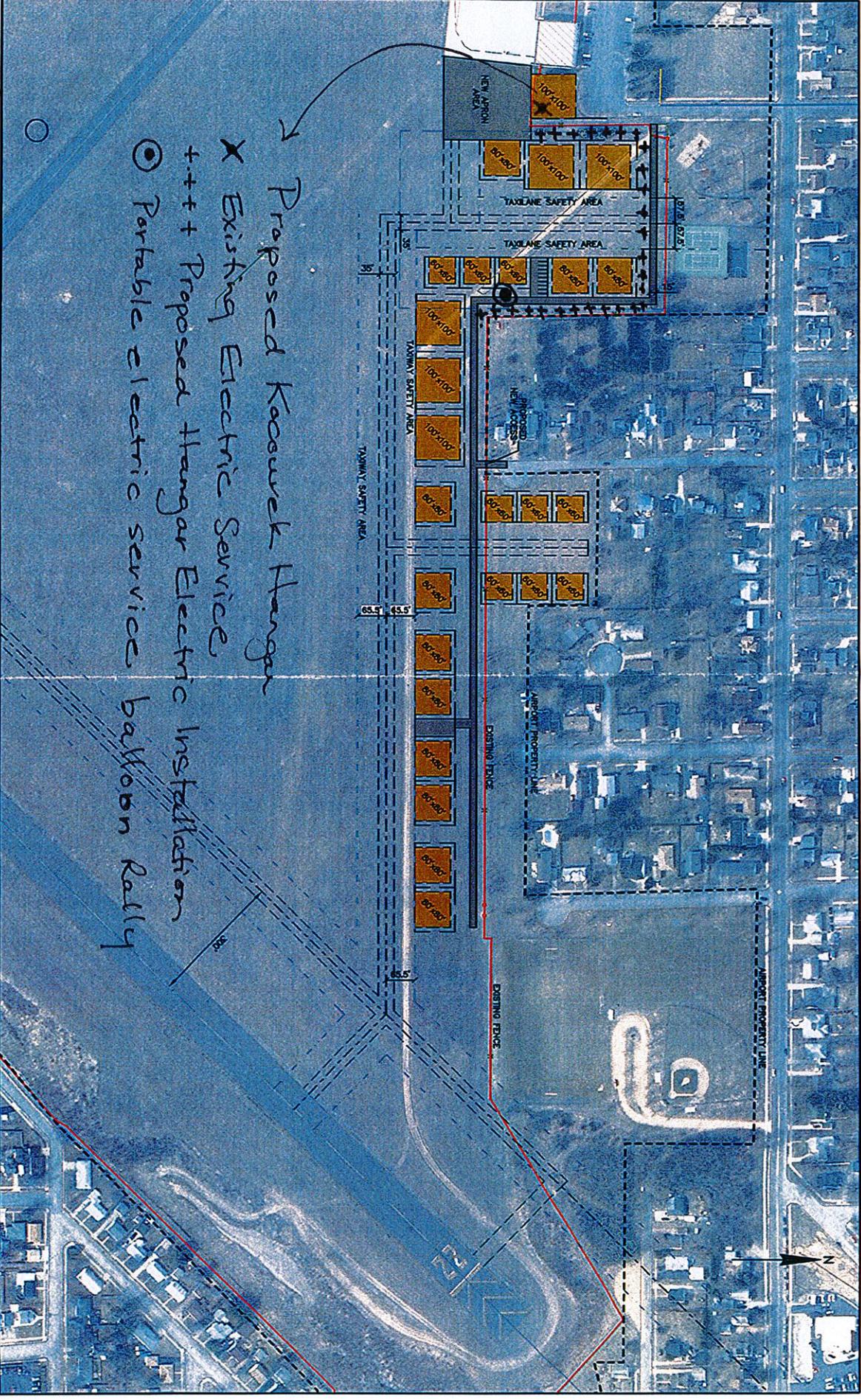
PROJECT NO: 2014.117
 REV. DATES:

SCALE
 0 100' 300'

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

PRELIMINARY CONCEPT

SHEET
 CON 3



Proposed Koozuek Hangar
 X Existing Electric Service
 +++ Proposed Hangar Electric Installation
 Portable electric service balloon Rally



**CITY OF WAUSAU
SOLE SOURCE PURCHASE JUSTIFICATION
REQUIRED FORM PURCHASE OF GOODS OR SERVICES EXCEEDING \$5,000**

Purchase of goods or services under \$25,000 may be made without competition when it is agreed *in advance* between the Department Head and the Finance Director. Sole source purchasing should be avoided unless it is clearly necessary and justifiable. The justification must withstand public and legislative scrutiny. The Department Head is responsible for providing written documentation justifying the valid reason to purchase from one source or that only one source is available. Sole source purchasing criteria include: urgency due to public safety, serious injury financial or other, other unusual and compelling reasons, goods or service is available from only one source and no other good or service will satisfy the City's requirements, legal services provided by an attorney, lack of acceptable bids or quotes, an alternate product or manufacturer would not be compatible with current products resulting in additional operating or maintenance costs, standardization of a specific product or manufacturer will result in a more efficient or economical operation or aesthetics, or compatibility is an overriding consideration, the purchase is from another governmental body, continuity is achieved in a phased project, the supplier or service demonstrates a unique capability not found elsewhere, the purchase is more economical to the city on the basis of time and money of proposal development.

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

1. Provide a detailed explanation of the good or service to be purchased and vendor.

We are requesting to use the approved Capital for 2015 in the amount of \$41,825.50 to purchase portable radios, remote speaker microphones, battery chargers, spare batteries, a multi-unit charger and programming. Portable two-way radios are used by fire department members during all of our emergency and non-emergency operations for communications between individuals and teams. Portable radios are exposed to all weather conditions and extreme environments and can be considered a lifeline for a member in distress. Although our current portable radios are functional, due to the nature of our work, we have expanded our requirements for portable radios beyond basics to improve upon the safety of our members by requiring the radios to be:

- *Intrinsically safe*
- *Immersible*
- *Ruggedized*
- *Increase in indoor coverage*
- *Emergency alerting*
- *Unit ID notification*
- *Color casings*
- *Battery conditioning*
- *Noise cancellation*
- *Ergonomically friendly for Firefighters*

2. Provide a brief description of the intended application for the service or goods to be purchased.

Portable two-way radios are used in all fire department operations to include fire suppression, emergency medical service, fire prevention, hazardous materials response, technical rescues such as rope rescue, vehicle extrication, ice and water rescue, and confined space rescue.

3. State why other products or services that compete in the market will not or do not meet your needs or comply with your specifications.

We are requesting sole source purchase of these radios from Motorola due to our long history of excellent service and support from the local dealer (Northway) and the lack of comparable products that meet our requirements.

4. Describe your efforts to identify other vendors to furnish the product or services.

Research was completed on other product on-line. Motorola appears to be the only manufacturer that designed and built a portable radio focused on the needs of the fire service.

5. How did you determine that the sole source vendor's price was reasonable?

Northway Communications has a contract with WCA Services, Inc. WCA Services contracts with private industry and services in order to benefit local units of government with lower prices. There should be a discount available to us.

6. Which of the following best describes this sole source procurement? Select all that apply.

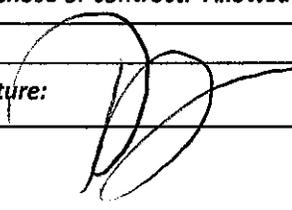
- Product or vendor is uniquely qualified with capability not found elsewhere.
- Urgency due to public safety, serious financial injury or other. (explain)
- The procurement is of such a specialized nature that by virtue of experience, expertise, proximity or ownership of intellectual property
- Lack of acceptable quotes or bids.
- Product compatibility or the standardization of a product.
- Continuation of a phased project.
- Proposal development is uneconomical.

Department: Fire

Preparer: Tracey Kujawa, Chief

Vendor Name: Northway Communications

Expected amount of purchase or contract: Allotted Capital of \$41,825.50

Department Head Signature:  **Date:** Apr 17, 2015



CITY OF WAUSAU
SOLE SOURCE PURCHASE JUSTIFICATION
REQUIRED FORM PURCHASE OF GOODS OR SERVICES EXCEEDING \$5,000

Purchase of goods or services for no more than \$25,000 may be made without competition when it is agreed *in advance* between the Department Head and the Finance Director. Sole source purchasing allows for the procurement of goods and services from a single source without soliciting quotes or bids from multiple sources. Sole source procurement cannot be used to avoid competition, rather it is used in certain situations when it can be documented that a vendor or contractor holds a unique set of skills or expertise, that the services are highly specialized or unique in character or when alternate products are unavailable or unsuitable from any other source. Sole source purchasing should be avoided unless it is clearly necessary and justifiable. The justification must withstand public and legislative scrutiny. The Department Head is responsible for providing written documentation justifying the valid reason to purchase from one source or that only one source is available. Sole source purchasing criteria include: urgency due to public safety, serious injury financial or other, other unusual and compelling reasons, goods or service is available from only one source and no other good or service will satisfy the City's requirements, legal services provided by an attorney, lack of acceptable bids or quotes, an alternate product or manufacturer would not be compatible with current products resulting in additional operating or maintenance costs, standardization of a specific product or manufacturer will result in a more efficient or economical operation or aesthetics, or compatibility is an overriding consideration, the purchase is from another governmental body, continuity is achieved in a phased project, the supplier or service demonstrates a unique capability not found elsewhere, the purchase is more economical to the city on the basis of time and money of proposal development.

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

-
1. Provide a detailed explanation of the good or service to be purchased and vendor.

Environmental Services for monitoring the Wausau EPA superfund site by Conestoga Rover.

2. Provide a brief description of the intended application for the service or goods to be purchased.

The City of Wausau, Wausau Chemical and Marathon Electric were all listed as PRPs in the Wausau Super Fund Site. The EPA requires certain monitoring and maintenance work on the ground water contamination. Lonsdorf law firm assisted in this process and hired Conestoga Rovers to provide the oversight. Historically, the invoices came to the Lonsdorf law firm for payment. Lonsdorf then invoiced each of the PRP's based upon the superfund agreement. When Jim Lonsdorf retired he asked the City take over the financial administration of the program. The payments to Conestoga Rover vary annually but on average the total and net cost exceeds the professional services threshold of \$25,000 requiring competitive procurement.

3. State why other products or services that compete in the market will not or do not meet your needs or comply with your specifications.

We are seeking sole source approval to continue using Conestoga Rover for these monitoring services. This agency has been assisting the City and the other PRP's through the entire pollution clean up and maintenance process. The institutional knowledge regarding PRP's obligations and the decree, the status of the pollution, the relationships developed with the DNR and EPA can't be easily replaced. We are not sure that the City would have the right to change consultants without prior approval from the EPA. In addition, it would be difficult to develop a RFP given the lack of knowledge staff has on this issue. Hiring someone without a defined role and failing to comply with the PRP agreement could expose the City and other PRP's to additional liability.

4. Describe your efforts to identify other vendors to furnish the product or services.

No work has been done to seek alternate vendors or services.

5. How did you determine that the sole source vendor's price was reasonable?

Their billing discloses hourly rates and they appear reasonable.

6. Which of the following best describes this sole source procurement? Select all that apply.

- Product or vendor is uniquely qualified with capability not found elsewhere.
- Urgency due to public safety, serious financial injury or other. (explain) obligations of the decree and the litigation potential if we fall out of compliance
- The procurement is of such a specialized nature that by virtue of experience, expertise, proximity or ownership of intellectual property
- Lack of acceptable quotes or bids.
- Product compatibility or the standardization of a product.
- Continuation of a phased project.
- Proposal development is uneconomical.

Department: Finance

Preparer: Maryanne Groat

Vendor Name: Conestoga Rover

Expected amount of purchase or contract: Total Payments in 2014 were \$93,896.55. Reimbursements from Wausau Chemical and Marathon Electric was \$62,178.01 resulting in a net cost of \$31,718.54

Department Head Signature: **Date:**

Finance Director Signature: **Date:**

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

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

Approving the Development Agreement between City of Wausau and RMM Solutions expanding at their McClellan Place location by providing financial assistance to build a public tier 3 technology center, wellness center, providing downpayment assistance to employees and adding twenty Full Time Employees (FTE's) with benefits and the City is to further assist by relocating an above ground transformer pole on the Northwest side of the building to an underground location.

Committee Action: Econ Dev Approved 4-0; Finance Approved 5-0

Fiscal Impact: \$40,000 grant and \$40,000 loan from City Economic Development Fund, \$10,000 grant from Community Development Fund, \$70,000 expected cost of relocating transformer pole and an expected up to \$75,000 loan from local revolving loan fund sources (MCDEVCO loan).

File Number: 12-0915

Date Introduced: September 11, 2012

RESOLUTION

WHEREAS, it is in the best interest of the City of Wausau to assist and participate in job creation activities that aim to increase the economic benefits to the City of Wausau, both in terms of employment numbers, quality, benefits and to increase the demand for professionals in our region; and

WHEREAS, assistance in the amount of \$80,000 has been offered from the City of Wausau's Economic Development Fund as \$40,000 cash grant and a \$40,000 deferred 0% interest loan toward the build-out and upgrade of a Tier 3 Data Center; and

WHEREAS, assistance in the amount up to a cost of \$70,000 has been offered from the City of Wausau's Economic Development Fund to relocate a transformer pole; and

WHEREAS, assistance in the amount of \$10,000 will be granted from a Community Development designated fund to be awarded to ten (10) new hires of RMM Solutions and the grant will be matched by RMM Solutions to provide a total of \$20,000 to new hires that meet the requirements of buying a home in Wausau's corporate city limits; and

WHEREAS, RMM Solutions commits to creating twenty (20) full time employees over the duration of five years as outlined in the Development Agreement and to maintain its location in the McClellan Place location for same duration,

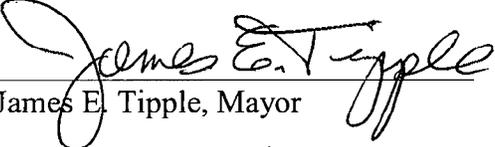
NOW THEREFORE BE IT RESOLVED, that the City approves the attached Development Agreement, with RMM Solutions for technology upgrades and commitments for job creation within their McClellan Place location; and

BE IT FURTHER RESOLVED, that the Common Council of the city of Wausau authorizes the proper city officials to proceed with the payment of the City of Wausau monetary obligations to RMM Solutions as outlined in the agreement.

BE IT FURTHER RESOLVED, that the finance director and proper City officials are hereby authorized to modify the budget to increase account 125-225497200 Economic Development-Developer Assistance and to publish the budget modification in the official city newspaper as required.

BE IT FURTHER RESOLVED, that the Common Council of the City of Wausau directs city staff to monitor and report back in a reasonable time to the Finance and Economic Development Committees as the terms of the Agreement become satisfied.

Approved:


James E. Tipple, Mayor

ECONOMIC DEVELOPMENT COMMITTEE

Time and Place: The Economic Development Committee met on Wednesday, September 5, 2012 at 4:00 PM in the Board Room at City Hall, 407 Grant Street, Wausau

ED Members Present: Jim Brezinski (Chair), Romey Wagner (Vice-chair), David Oberbeck, and Lisa Rasmussen

Members Not Present: William Nagle

Others Present: Heather Wessling, Anne Jacobson, MaryAnne Groat, Brad Lenz, Ann Werth, Brad Marquardt, Mayor Tipple, Chuck Ghidorzi, Chris Ghidorzi, Rimon Moses

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 SUCH AS THE FORMULATION OF ENTERING INTO DEVELOPMENT AGREEMENTS WITH THE CITY OF WAUSAU.

Rasmussen moved to go into 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 such as the formulation of entering into development agreements with the City of Wausau. Wagner seconded. The motion carried unanimously 4-0.

Wagner moved to go into open session. Rasmussen seconded. The motion carried unanimously 4-0.

CONSIDER DEVELOPMENT AGREEMENTS FOR RMM SOLUTIONS (MCCLELLAN PLACE), F & G RETAIL VENTURE, LLC (1700 STEWART AVE), AND GHIDORZI CO'S (2800 STEWART AVE)

Wagner motioned to proceed with the development agreement for 2800 Stewart Avenue. Rasmussen seconded. The motion carried unanimously 4-0.

Rasmussen motioned to proceed with the development agreement for 1700 Stewart Avenue. Oberbeck seconded. The motion carried unanimously 4-0.

Wagner motioned to proceed with the development agreement for 210 McClellan Street. Rasmussen seconded. The motion carried unanimously 4-0.

**DEVELOPMENT AGREEMENT
BETWEEN THE CITY OF WAUSAU AND RMM SOLUTIONS, INC.**

THIS AGREEMENT made this ___ day of September 2012 by and between the City of Wausau, a municipal corporation of the State of Wisconsin, hereinafter referred to as "CITY," and RMM Solutions, Inc. hereinafter referred to as RMM Solutions to expand at its location at 210 McClellan Street, Wausau, WI and hereinafter referred to as "McClellan Place."

WITNESSETH:

WHEREAS, Wausau's community is dedicated to building Wausau as the information technology hub of the Midwest by supporting innovation and actively recruiting firms that furnish high-paying positions with benefits including education, wellness and health, within an industry experiencing high growth trends in the United States; and

WHEREAS, Wausau's community commitment to combat the so-called "brain drain" can be accomplished, in part, by supporting the growth of information technology or "knowledge-based" companies such as RMM Solutions that invest in data centers that must keep high standards necessary for assuring the integrity and functionality of its hosted computer environment; and

WHEREAS, information technology operations are a critical element of organizational operations for business continuity since companies rely on their information systems to run their operations, find new markets and enable companies to compete in developing efficiencies to produce and provide services most effectively; and

WHEREAS, CITY is incentivizing RMM Solutions in order to enhance their presence in Wausau, WI and support RMM Solutions' offer to construct a *public* Tier 3 Data Center and only *public* Tier 3 Data Center available in Wausau, WI as well as constructing a wellness facility and added offices for a network operations center; and

WHEREAS, RMM Solutions' growing presence will increase the economic benefits to the City of Wausau and to the State of Wisconsin in terms of employment numbers, quality of employment, benefits and an increase in the demand for labor and amenities in the region and in the information technology field in particular; and

WHEREAS, in order to proceed with the development and assist with the recruitment of new candidates for RMM Solutions, CITY offers Ten Thousand Dollars from funds managed by Wausau's Community Development Department as a grant to be designated for Ten (10) One-Thousand Dollar (\$1,000) grants to employees of RMM Solutions toward the purchase of a home in Wausau, WI; and

WHEREAS, RMM Solutions offers to match the CITY'S Ten Thousand Dollars (\$10,000) to those same employees for a total incentive to Ten (10) employees of Two Thousand Dollars (\$2,000) toward the purchase of a home in Wausau, WI; and

WHEREAS, CITY is offering through its MCDEVCO loan fund from Community Development Block Grant (CDBG) monies designated revolving loan fund a low-interest loan

subject to MCDEVCO loan committee approval and requirements of Seventy-Five Thousand Dollars (\$75,000) to be used for equipment purchases only; and

WHEREAS, CITY is offering Eighty Thousand Dollars of assistance to be apportioned as a Forty Thousand Dollar (\$40,000) grant, and a Forty Thousand Dollar (\$40,000), 0% interest loan with deferred payments to begin five years after the loan is awarded and contingent upon adequate credit risk assessment to the satisfaction of the City. Funds awarded must be used toward the construction of the Tier 3 *public* data center; and

WHEREAS, CITY is offering to relocate an unsightly transformer pole at the cost estimated to be Seventy Thousand Dollars (\$70,000) underground to optimize and enhance both inside/outside space at the McClellan Street facility coordinated by the City of Wausau's Public Works Department and Wisconsin Public Service Corporation; and

WHEREAS, the purpose of the Agreement is to codify the arrangement between CITY and RMM Solutions which reflects an overall financial commitment by CITY for a total assistance package up to Two-Hundred Thirty-Five Thousand Dollars (\$235,000).

NOW, THEREFORE, the parties hereto agree as follows:

1. CITY OF WAUSAU

- A. All incentives outlined in this Agreement must be exchanged to the satisfaction of the CITY and RMM Solutions five (5) years after the date this Agreement is signed or incentives offered by the City of Wausau become null and void;
- B. Wausau's Community Development Department offers funds of Ten Thousand Dollars (\$10,000) within forty-five (45) days of RMM Solutions' acceptance of this agreement to be distributed per the terms of this Agreement;
- C. CITY shall offer Seventy-Five Thousand Dollars (\$75,000) as a loan administered from Marathon County Economic Development Corporation (MCDEVCO) subject to the terms of the loan committee and criteria set forth by the administration of MCDEVCO;
- D. CITY shall offer a Forty Thousand Dollar (\$40,000) grant from Economic Development Fund payable 45 days after this Agreement is signed by both parties and receipt of invoices are received documenting Tier 3 expenses. CITY funds are to be used toward the development of the Tier 3 *public* data center.
- E. The CITY shall offer a Forty Thousand Dollar Loan (\$40,000) from the Economic Development City Fund at 0% Interest, for a five year deferred period of no payments with a total payback period of twelve (12) years to be used toward recruitment, training and technology infrastructure costs.
- F. CITY and specifically CITY'S Public Works Department shall coordinate with Wisconsin Public Service to remove transformer pole located at the Northwest corner of the 210 McClellan Street property to facilitate utilities placements underground at an approximate cost to CITY of Seventy

Thousand Dollars (\$70,000). CITY has one year from the date the Agreement is signed to coordinate the utility relocation project.

2. RMM SOLUTIONS' OBLIGATIONS INCLUDING EMPLOYMENT AND VERIFICATION OF EQUIPMENT AND TIER 3 DEVELOPMENT COSTS
 - A. RMM Solutions has up to 45 days to sign and accept the Terms of this Agreement from the day Wausau's City Council approves the Development Agreement;
 - B. RMM Solutions must submit records to Community Development Department staff on behalf of the City of Wausau verifying invoices paid to vendors or other entities for the construction of the Tier 3 Center and networking operations in order to meet the eligibility of the grant and as outlined in this Agreement.
 - C. RMM Solutions must submit employment requirements to CITY's Community Development Department Staff once RMM Solutions reaches 50 Full-Time Employees (FTE's) based and employed at the McClellan Place location. RMM Solutions shall at that time submit names, addresses, and positions of current employees and positions working and based in the Wausau, Wisconsin location.
 - D. RMM Solutions has until September 1, 2017 to meet the hiring criteria of at least an additional Twenty (20) FTE's beyond the number employed at the execution of this agreement.
 - E. CITY's Community Development Department requires documentation of any employees RMM Solutions hires that carry veteran status and/or were formally unemployed and/or did not receive health care benefits prior to working for RMM Solutions for federal regulation requirements. Addendum II (Employee Verification Form) attached.
 - F. RMM Solutions must remain operating at the McClellan Place location for a minimum period of five years, satisfying this term by operating and employing not less than 50 FTE's at the McClellan Place location by September __ 2017.
 - G. RMM Solutions shall refer eligible employees to the Wausau Community Development Staff in order to coordinate the application, verification, distribution process of the homeowner grant program. Homes purchased must be within the corporate City limits of Wausau. RMM Solutions will match each of the One Thousand Dollar (\$1,000) grants for a total of Two Thousand Dollars (\$2,000) provided to Ten (10) FTE's and shall provide closing statements to be approved by Wausau's Community Development Department.
 - H. For reimbursement purposes, RMM Solutions shall submit a certified document or letter validating expenses with copies of receipts that were incurred in the establishment of the public Tier 3 data Center.
 - I. In order to meet the terms of the Development Agreement for grants received, RMM Solutions must submit employment verification forms to the Community Development Department after one year from the date of this signed Agreement to validate employment verification numbers and shall submit annually until full employment numbers are met.

3. MISCELLANEOUS

- A. Notices. All notices must be in writing and must be sent by certified mail (postage prepaid) or by an independent overnight courier service, addressed to the addresses specified below:

CEO: Rimon Moses, CEO
Address: 210 McClellan Street, Suite 100
Wausau, WI 54403

City: Toni Rayala, Clerk
Clerk's Office
407 Grant Street, Wausau, WI 54403

Copy to: Heather Wessling, Assistant Director of Community Development
Community Development Department Office
407 Grant Street, Wausau, WI 54403

Notices given by mail are deemed delivered within (3) three business days after the party sending the notice deposits the notice in the United States Post Office. Notices delivered by courier are deemed delivered on the next business day after the party delivering the notice timely deposits the Notice with the courier for overnight (next day) delivery.

- A. Relationship of Parties. This Agreement does not create the relationship of principal and agent, or of partnership, joint venture, or of any association or relationship between CITY and RMM Solutions.
- B. Severability. If any covenant, condition, provision, term or agreement of this Agreement is, to any extent, held invalid or unenforceable, the remaining portion thereof and all other covenants, conditions, provisions, terms, and agreements of this Agreement will not be affected by such holding, and will remain valid and in force to the fullest extent by law.
- C. Applicable Law. This Agreement and all of the rights and obligations of the parties hereto with respect thereto will be construed in accordance with, and governed by, the laws of the State of Wisconsin
- D. Time is of the Essence. Time is of the essence with respect to this performance of every provision of this Agreement in which time of performance is a factor.
- E. Binding Effect; Assignment; Notice of Assignment. This Agreement shall be binding upon and shall inure to the benefit of, and be enforceable by, the Parties and their permitted successors and assigns. RMM Solutions shall have the right to assign this agreement and the rights hereunder to any

entity controlled by or any third party. RMM Solutions agrees to notify City 30 days before assignment for consent, which consent shall not be reasonably withheld for assignment to any successors and assigns.

RMM Solutions

By: _____
Rimon Moses, CEO

CITY OF WAUSAU

By: _____
James E. Tipple, Mayor

Attest: _____
Toni Rayala, Clerk

Heather Wessling,
Assistant Director Community Development
City of Wausau
DRAFT: August 31, 2012

OFFICIAL PROCEEDINGS OF THE WAUSAU COMMON COUNCIL
held on Tuesday, September 11, 2012 at 7:00 p.m. in the City Hall Council Chambers. Mayor
Tipple presiding.

Item # 091211

12-0915 McClellan Place

9/11/2012 8:03:54 PM

Motion by Brezinski, second by Mielke to adopt a Joint Resolution of the Economic Development and the Finance Committees approving the Development Agreement between City of Wausau and RMM Solutions expanding at their McClellan Place location by providing financial assistance to build a public tier 3 technology center, wellness center, providing down payment assistance to employees and adding twenty Full Time Employeees(FTE's) with benefits and the City is to further assist by relocating an above ground transformer pole on the Northwest side of the building to an underground location.

Yes Votes: 11

No Votes: 0

Abstain: 0

Not Voting: 0

Result: PASS

<u>District</u>	<u>Aldersperson</u>	<u>Vote</u>
1	Nagle, William P.	YES
2	Wagner, Romey	YES
3	Nutting, David	YES
4	Brezinski, Jim	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



From: Maryanne Groat
To: Finance Committee
Date: April 7, 2015
Re: Carryover 2014 Capital Project Funds to the 2015 Budget

Purpose: To provide the committee information regarding the capital projects fund carry over request.

Facts: Each year city staff review the capital projects budgets to determine the amount of excess budget funds to carry over to the ensuing budget year. These carryovers will then fund projects or purchases underway, projects or purchases planned but not yet undertaken.

The carryover request schedule provides substantial detail that should be self-explanatory. All projects/carryovers are funded but for the developer payment to Linetec for \$1,200,000. This developer agreement was signed later in the 2014 year and the financing will be combined with the 2015 projects for consideration.

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

RESOLUTION OF THE FINANCE COMMITTEE

Approving Modification of the 2015 Budget - Capital Project Funds

Committee Action:

Fiscal Impact (2014): This action will modify the 2015 budget by re-establishing available 2014 capital projects expense budgets of \$8,339,549

File Number: 14-1109

Date Introduced: March 11, 2014

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: 2014 Budget Carryovers</i>
	<i>One-time Costs:</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<i>Amount: \$8,339,549</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 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 2014 budget appropriations for unfinished projects and non-lapsing committed fund balances thus modifying the 2015 budget, and

WHEREAS, the Finance Committee has reviewed the request and recommends carry forward appropriations and the modification of the 2015 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 2015 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

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

FUND 150 CAPITAL IMPROVEMENTS FUND

WISCONSIN DOT PROJECTS

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

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

STREET IMPROVEMENT PROJECTS

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

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

PAVING PROJECTS

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

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

SIDEWALKS

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

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

STORMWATER

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

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

OTHER INFRASTRUCTURE RELATED PROJECTS

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

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

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

FUND 150 CAPITAL IMPROVEMENTS FUND CONTINUED

AIRPORT PROJECTS

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

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

PARK PROJECTS

		2014 Modified		
		Budget	2014 Expenses	Carryover Request
150-237598405	Park Department - River Edge Trail	\$ 33,081		\$ 33,081
150-237598462	Park Department - Swimming Pools	3,485,500	\$ 970,293	2,515,207
TOTAL CARRYOVER				<u>\$ 2,548,288</u>

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

TECHNOLOGY PROJECTS

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

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

METRO RIDE PROJECTS

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

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

CITY HALL/POLICE FACILITIES

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

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

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

WAYFINDING PROJECT

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

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

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

FUND 150 CAPITAL IMPROVEMENTS FUND CONTINUED

TRAFFIC SIGNALS, STREET LIGHTS, RAILROAD CROSSINGS

150-237598456 Traffic Signals, Street Lights, Railroad Crossings

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

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

PUBLIC WORKS FACILITIES

150-237598453 Public Works Facilities

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

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

PARKING RAMP CAPITAL

150-237598437 Parking Ramp Capital

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

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

FIRE DEPARTMENT EQUIPMENT

150-237598436 Fire Department Equipment

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

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

POLICE DEPARTMENT EQUIPMENT

150-237598450 Police Department Equipment

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

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

TOTAL FUND 150 CAPITAL IMPROVEMENTS FUND

\$ 4,135,497

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

FUND 141 TAX INCREMENT DISTRICT NUMBER THREE

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

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

FUND 143 TAX INCREMENT DISTRICT NUMBER FIVE

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

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

FUND 144 TAX INCREMENT DISTRICT NUMBER SIX

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

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

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

FUND 146 TAX INCREMENT DISTRICT NUMBER EIGHT

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

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

FUND 148 TAX INCREMENT DISTRICT NUMBER TEN

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

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

GRAND TOTAL ALL FUNDS

\$ 8,339,549

NON-LAPSING FUNDS

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

- | | |
|--|--|
| 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 |
| 125 Industrial Development Fund | 153 Recycling Fund |
| 126 Federal Rental Rehabilitation Fund | 156 Tax Increment District Number Two Fund |
| 127 WRRP Rehabilitation Fund | 157 OJJDP Grant Fund |
| 128 Holtz Krause Clean Up Fund | 158 Brownfield Grant Fund |
| 129 Hazardous Materials Funds | 161 Water Utility Fund |
| 130 Debt Service Fund | 163 Sewer Utility Fund |
| 141 Tax Increment District Number Three Fund | 164 WATS Fund |
| 142 Tax Increment District Number Four Fund | 170 Motor Pool Fund |
| 143 Tax Increment District Number Five Fund | 180 Cemetery Trust Fund |
| 144 Tax Increment District Number Six Fund | 181 Other Trust Fund |
| 145 Tax Increment District Number Seven Fund | 186 Incubator Fund |
| 180's All Trust and Agency Funds | 165 Parking Fund |
| 800's All Trust and Agency Funds | 171 Insurance Fund |

2014 INSPECTION FINES

Background: In 2013, the city council approved using tickets instead of warning letters for a select list of property inspection violations. The idea was that fines would do a better job of deterring violations and that the revenue generated from fines could fund community service officers to patrol the neighborhoods and aid inspections staff in enforcing property codes. Now, it is time to look at the data from the first year and evaluate the policy change.

Attached is a six-page print-out of the tickets issued. The report has 284 lines. Ninety-eight lines have a fine of zero listed, leaving a record of 186 tickets issues. Of the tickets issued, there are six large dollar amounts that remain uncollected. The are as follows:

2/19/14	\$ 12,326.00
4/21/14	\$ 32,022.00
9/24/14	\$ 2,000.00
5/08/14	\$151,930.00
12/10/14	\$ 2,637.86
12/10/14	<u>\$ 2,637.86</u>
	\$203,553.72

The remaining 180 fines issued had a total value of \$28,156.50 and an average value of \$156.42 each. Of that, \$20,847.40 is listed as paid (74%).

The list does include 22 records for “Skateboard on the Mall.” That probably is not something we would classify as a property code violation.

That leaves 164 tickets written for property code violations out of 3,573 violations cataloged in 2014 (4.6%).

Possible Discussion: Is the policy change meeting its objectives? Is the policy fulfilling its potential?

Possible Action: Give policy guidance or recommend changes to the policy.

Prepared by: Keene Winters
April 8, 2015

Violation Date: 1/01/2014 - 12/31/2014

Statute:

Citation	Statute	Description	Date	Total Fine	Paid on	Total Paid	Due on	Status	Plea	Found	Att
I2306	12.44.020	MV PARKED IN ALLEY	5/05/2014	154.00		.00	8/02/2014	TXS	NC	GD	N
I2309	12.44.020	MV PARKED IN ALLEY	5/05/2014	154.00	7/16/2014	154.00	8/15/2014	PD	NC	G	Y
I2361	12.44.020	MV PARKED IN ALLEY	9/05/2014	124.00		.00		HLD	NC	G	Y
I2362	12.44.020	MV PARKED IN ALLEY	9/05/2014	154.00		.00	11/29/2014	TXS	NC	GD	N
M145502350	12.44.030	OBSTRUCT BY RR	2/13/2014	1,321.00	3/03/2014	1,321.00		PD	NC	FO	N
N1388556	12.44.035	SKATEBOARD ON MALL	6/17/2014	.00		.00		VOD			N
N1388557	12.44.035	SKATEBOARD ON MALL	6/17/2014	.00		.00		VOD			N
N1388558	12.44.035	SKATEBOARD ON MALL	6/17/2014	.00		.00		VOD			N
N1388570	12.44.035	SKATEBOARD ON MALL	6/17/2014	.00		.00		VOD			N
N1389194	12.44.035	SKATEBOARD ON MALL	6/21/2014	73.60	8/19/2014	73.60	9/06/2014	PD	NC	G	N
N1389196	12.44.035	SKATEBOARD ON MALL	6/21/2014	73.60		.00	9/13/2014	TXS	NC	GD	N
N1389197	12.44.035	SKATEBOARD ON MALL	6/22/2014	73.60	3/19/2015	.00	9/13/2014	TXS	NC	GD	N
N1091376	12.44.035	SKATEBOARD ON MALL	6/30/2014	73.60	7/02/2014	73.60		PD	NC	FO	N
N1179998	12.44.035	SKATEBOARD ON MALL	6/30/2014	.00		.00		CS	NC	G	N
N1389198	12.44.035	SKATEBOARD ON MALL	6/30/2014	73.60	9/12/2014	73.60	9/14/2014	PD	NC	G	N
N1179986	12.44.035	SKATEBOARD ON MALL	7/02/2014	73.60	7/29/2014	73.60	9/21/2014	PD	NC	GD	N
N1389593	12.44.035	SKATEBOARD ON MALL	7/02/2014	73.60	9/12/2014	73.60	9/14/2014	PD	NC	G	N
N1387305	12.44.035	SKATEBOARD ON MALL	7/07/2014	73.60	8/13/2014	73.60	10/12/2014	PD	NC	G	N
N1387315	12.44.035	SKATEBOARD ON MALL	7/09/2014	73.60	8/13/2014	73.60	10/12/2014	PD	NC	G	N
N1387307	12.44.035	SKATEBOARD ON MALL	7/16/2014	73.60		.00	10/12/2014	TXS	NC	GD	N
N1179989	12.44.035	SKATEBOARD ON MALL	7/17/2014	73.60	8/05/2014	71.00	10/04/2014	TTP	NC	G	N
N1387308	12.44.035	SKATEBOARD ON MALL	7/17/2014	.00		.00		CS	G	G	N
N1091380	12.44.035	SKATEBOARD ON MALL	7/21/2014	73.60	10/10/2014	73.60	10/11/2014	PD	NC	GD	N
N1387310	12.44.035	SKATEBOARD ON MALL	7/23/2014	73.60		.00	10/18/2014	TXS	NC	GD	N
N1388560	12.44.035	SKATEBOARD ON MALL	7/23/2014	.00		.00		DIS	NC	DI	Y
N1388644	12.44.035	SKATEBOARD ON MALL	7/23/2014	73.60		.00	10/27/2014	HLD	NC	G	Y
N1387319	12.44.035	SKATEBOARD ON MALL	7/24/2014	73.60	3/25/2015	73.60	11/03/2014	PD	NC	G	Y
I2196	15.08.040	FAIL REMOVE UNREGIST	5/13/2014	154.00	7/30/2014	154.00	8/02/2014	PD	NC	G	N
I2197	15.08.040	FAIL REMOVE UNREGIST	5/13/2014	154.00	8/04/2014	154.00	9/09/2014	PD	NC	G	Y
I02365	15.08.040	FAIL REMOVE UNREGIST	12/30/2014	154.00		.00		TRL	NG		Y
I5891	15.12.010	BLDG CODE VIOLATION	1/27/2014	154.00	7/22/2014	154.00	8/02/2014	PD	NC	G	Y
I5897	15.12.010	BLDG CODE VIOLATION	4/07/2014	154.00	11/26/2014	154.00	11/27/2014	TTP	NC	G	Y
I5908	15.12.010	BLDG CODE VIOLATION	6/12/2014	402.00	10/20/2014	402.00	10/20/2014	PD	NC	G	Y
I5926	15.12.010	BLDG CODE VIOLATION	8/26/2014	422.00	3/10/2015	422.00	3/02/2015	PD	NC	G	Y
I2257	15.12.010	BLDG CODE VIOLATION	9/25/2014	124.00	11/14/2014	124.00	12/20/2014	PD	NC	GD	N
I2363	15.12.010	BLDG CODE VIOLATION	11/10/2014	124.00		.00	2/07/2015	TTP	NC	GD	N
I2190	15.20.010	FAIL/OBTAIN PERMIT	1/08/2014	164.00	4/16/2014	164.00	3/29/2014	TXS	NC	G	N
I5888	15.20.010	FAIL/OBTAIN PERMIT	2/19/2014	12,326.00		.00	7/16/2014	TTP	NC	GD	Y
I2193	15.20.010	FAIL/OBTAIN PERMIT	4/24/2014	154.00		.00	7/12/2014	TXS	NC	G	N
I2195	15.20.010	FAIL/OBTAIN PERMIT	5/13/2014	103.60	8/07/2014	103.60	9/20/2014	PD	NC	G	Y
I2198	15.20.010	FAIL/OBTAIN PERMIT	5/20/2014	154.00	6/18/2014	154.00	8/09/2014	PD	NC	GD	N
I2199	15.20.010	FAIL/OBTAIN PERMIT	5/20/2014	154.00		.00	10/03/2014	TXS	NG	GD	Y
I5923	15.20.010	FAIL/OBTAIN PERMIT	6/17/2014	154.00		.00	4/09/2015	TTP	NC	G	Y
I2360	15.20.010	FAIL/OBTAIN PERMIT	7/14/2014	128.80	12/19/2014	128.80	9/27/2014	PD	NC	G	Y
I02439	15.20.010	FAIL/OBTAIN PERMIT	11/07/2014	154.00		.00	5/25/2015	TTP	NG	G	Y
I02364	15.20.010	FAIL/OBTAIN PERMIT	12/10/2014	154.00	2/02/2015	154.00	3/07/2015	PD	G	G	N
I2142	15.20.020	REDECK W/OUT PERMIT	5/01/2014	154.00	7/21/2014	154.00	7/26/2014	PD	G	G	N
I2194	15.20.020	REDECK W/OUT PERMIT	5/13/2014	124.00	8/22/2014	124.00	8/23/2014	PD	NC	GD	N
I005993	15.30.020	MTNC/REPAIR RETAININ	7/24/2014	.00		.00		IAD			Y
I2255	15.48.030	NON-CONFORMING SIGN	5/05/2014	124.00	6/05/2014	124.00	7/26/2014	PD	NC	GD	N
I2258	15.48.030	NON-CONFORMING SIGN	10/11/2014	124.00	11/06/2014	124.00	12/27/2014	PD	NC	GD	N
I2259	15.48.030	NON-CONFORMING SIGN	11/10/2014	.00		.00		VOD			N
I5954	16.04.010	HOUSING CODE VIOLATI	1/06/2014	139.00	2/24/2015	139.00	3/24/2015	PD	NC	G	Y
I5894	16.04.010	HOUSING CODE VIOLATI	1/07/2014	138.80	4/01/2015	138.80	5/06/2015	PD	NC	G	Y
I006007	16.04.010	HOUSING CODE VIOLATI	1/15/2014	.00		.00		DIS	DI	DI	Y

Statute :

Citation	Statute	Description	Date	Total Fine	Paid on	Total Paid	Due on	Status	Plea	Found	Att
I5931	16.04.010	HOUSING CODE VIOLATI	1/15/2014	.00		.00		IAD			Y
I005999	16.04.010	HOUSING CODE VIOLATI	1/21/2014	.00		.00		IAD			Y
I006002	16.04.010	HOUSING CODE VIOLATI	2/13/2014	.00		.00		IAD			Y
I5896	16.04.010	HOUSING CODE VIOLATI	3/11/2014	.00		.00		HLD			N
I005968	16.04.010	HOUSING CODE VIOLATI	4/03/2014	.00		.00		HLD			Y
I5914	16.04.010	HOUSING CODE VIOLATI	4/07/2014	154.00	10/27/2014	154.00	11/15/2014	PD	NC	G	Y
I5920	16.04.010	HOUSING CODE VIOLATI	4/07/2014	.00		.00		TRL	NG		Y
I005973	16.04.010	HOUSING CODE VIOLATI	4/21/2014	.00		.00		TRL	NG		Y
I5912	16.04.010	HOUSING CODE VIOLATI	4/21/2014	32,022.00		.00	10/03/2014	TTP	NC	GD	Y
I005962	16.04.010	HOUSING CODE VIOLATI	4/23/2014	.00		.00		TRL	NG		Y
I5947	16.04.010	HOUSING CODE VIOLATI	4/25/2014	.00		.00		HRG	NG		N
I5913	16.04.010	HOUSING CODE VIOLATI	4/28/2014	154.00	10/08/2014	154.00	11/07/2014	PD	NC	G	Y
I5933	16.04.010	HOUSING CODE VIOLATI	4/28/2014	.00		.00		DIS	DI	DI	Y
I005990	16.04.010	HOUSING CODE VIOLATI	5/06/2014	.00		.00		IAD			Y
I006006	16.04.010	HOUSING CODE VIOLATI	5/06/2014	.00		.00		IAD			Y
I5928	16.04.010	HOUSING CODE VIOLATI	5/06/2014	.00		.00		DIS	DI	DI	Y
I5935	16.04.010	HOUSING CODE VIOLATI	5/08/2014	164.00	11/17/2014	164.00	12/10/2014	PD	NC	G	Y
I005963	16.04.010	HOUSING CODE VIOLATI	5/09/2014	.00		.00		TRL	NG		Y
I5937	16.04.010	HOUSING CODE VIOLATI	5/09/2014	154.00	11/12/2014	154.00	12/03/2014	PD	NC	G	Y
I5932	16.04.010	HOUSING CODE VIOLATI	5/12/2014	154.00	11/21/2014	154.00	12/24/2014	PD	NC	G	Y
I005983	16.04.010	HOUSING CODE VIOLATI	5/15/2014	.00		.00		TRL	NG		Y
I005998	16.04.010	HOUSING CODE VIOLATI	5/15/2014	.00		.00		IAD			Y
I5934	16.04.010	HOUSING CODE VIOLATI	5/15/2014	154.00	12/04/2014	154.00	12/24/2014	PD	NC	G	Y
I5940	16.04.010	HOUSING CODE VIOLATI	5/15/2014	.00		.00		TRL	NG		N
I005996	16.04.010	HOUSING CODE VIOLATI	5/16/2014	.00		.00		IAD			Y
I005975	16.04.010	HOUSING CODE VIOLATI	5/19/2014	.00		.00		TRL	NG		Y
I5938	16.04.010	HOUSING CODE VIOLATI	5/29/2014	.00		.00		TRL	NG		Y
I006003	16.04.010	HOUSING CODE VIOLATI	5/30/2014	.00		.00		IAD			Y
I5922	16.04.010	HOUSING CODE VIOLATI	6/02/2014	154.00		.00	2/13/2015	TXS	NC	G	Y
I5941	16.04.010	HOUSING CODE VIOLATI	6/02/2014	.00		.00		TRL	NG		N
I5944	16.04.010	HOUSING CODE VIOLATI	6/02/2014	.00		.00		TRL	NG		N
I005966	16.04.010	HOUSING CODE VIOLATI	6/06/2014	.00		.00		HLD			Y
I005984	16.04.010	HOUSING CODE VIOLATI	6/06/2014	.00		.00		TRL	NG		Y
I5959	16.04.010	HOUSING CODE VIOLATI	6/10/2014	.00		.00		TRL	NG		Y
I006010	16.04.010	HOUSING CODE VIOLATI	6/11/2014	.00		.00		IAD			N
I005974	16.04.010	HOUSING CODE VIOLATI	6/16/2014	.00		.00		DIS	DI	DI	Y
I5939	16.04.010	HOUSING CODE VIOLATI	6/19/2014	.00		.00		TRL	NG		N
I5960	16.04.010	HOUSING CODE VIOLATI	6/19/2014	.00		.00		TRL	NG		Y
I005972	16.04.010	HOUSING CODE VIOLATI	6/20/2014	.00		.00		TRL	NG		Y
I5946	16.04.010	HOUSING CODE VIOLATI	6/20/2014	.00		.00		TRL	NG		Y
I005985	16.04.010	HOUSING CODE VIOLATI	6/26/2014	.00		.00		TRL	NG		Y
I006004	16.04.010	HOUSING CODE VIOLATI	6/26/2014	.00		.00		IAD			Y
I006005	16.04.010	HOUSING CODE VIOLATI	6/26/2014	.00		.00		IAD			Y
I005986	16.04.010	HOUSING CODE VIOLATI	7/14/2014	.00		.00		TRL	NG		Y
I006001	16.04.010	HOUSING CODE VIOLATI	7/17/2014	.00		.00		IAD			Y
I5952	16.04.010	HOUSING CODE VIOLATI	7/17/2014	.00		.00		TRL	NG		Y
I005987	16.04.010	HOUSING CODE VIOLATI	7/21/2014	.00		.00		TRL	NG		Y
I006000	16.04.010	HOUSING CODE VIOLATI	7/22/2014	.00		.00		IAD			Y
I5948	16.04.010	HOUSING CODE VIOLATI	7/24/2014	.00		.00		TRL	NG		Y
I5958	16.04.010	HOUSING CODE VIOLATI	7/24/2014	.00		.00		TRL	NG		Y
I005969	16.04.010	HOUSING CODE VIOLATI	8/04/2014	.00		.00		IAD			Y
I005994	16.04.010	HOUSING CODE VIOLATI	8/05/2014	.00		.00		DIS	DI	DI	Y
I005982	16.04.010	HOUSING CODE VIOLATI	8/07/2014	.00		.00		TRL	NG		Y
I005965	16.04.010	HOUSING CODE VIOLATI	8/11/2014	.00		.00		IAD			Y
I005964	16.04.010	HOUSING CODE VIOLATI	8/12/2014	.00		.00		DIS	DI	DI	Y

Statute :

Citation	Statute	Description	Date	Total Fine	Paid on	Total Paid	Due on	Status	Plea	Found	Att
I005971	16.04.010	HOUSING CODE VIOLATI	8/27/2014	.00		.00		TRL	NG		Y
I005980	16.04.010	HOUSING CODE VIOLATI	9/10/2014	.00		.00		TRL	NG		Y
I005988	16.04.010	HOUSING CODE VIOLATI	9/12/2014	154.00	3/16/2015	154.00	4/16/2015	PD	NC	G	Y
I005991	16.04.010	HOUSING CODE VIOLATI	9/12/2014	.00		.00		IAD			Y
I005978	16.04.010	HOUSING CODE VIOLATI	9/16/2014	.00		.00		TRL	NG		Y
I005979	16.04.010	HOUSING CODE VIOLATI	9/16/2014	154.00	2/18/2015	154.00	3/17/2015	PD	NC	G	Y
I2345	16.04.010	HOUSING CODE VIOLATI	9/18/2014	154.00	10/17/2014	154.00	12/13/2014	PD	G	G	N
I005976	16.04.010	HOUSING CODE VIOLATI	9/19/2014	.00		.00		TRL	NG		Y
I005981	16.04.010	HOUSING CODE VIOLATI	9/19/2014	.00		.00		TRL	NG		Y
I2347	16.04.010	HOUSING CODE VIOLATI	9/22/2014	174.00		.00	1/03/2015	TXS	NC	GD	N
I005989	16.04.010	HOUSING CODE VIOLATI	9/29/2014	.00		.00		TRL	NG		Y
I2348	16.04.010	HOUSING CODE VIOLATI	9/29/2014	124.00	12/23/2014	124.00	12/27/2014	PD	NC	GD	N
I2349	16.04.010	HOUSING CODE VIOLATI	9/29/2014	154.00	2/13/2015	154.00	12/27/2014	PD	G	G	N
I2350	16.04.010	HOUSING CODE VIOLATI	9/29/2014	124.00	10/27/2014	124.00		PD	NC	FO	N
I2429	16.04.010	HOUSING CODE VIOLATI	10/02/2014	154.00	10/28/2014	154.00	10/28/2014	PD	G	G	N
I2431	16.04.010	HOUSING CODE VIOLATI	10/09/2014	124.00	1/02/2015	124.00	4/04/2015	PD	NG	GD	Y
I005977	16.04.010	HOUSING CODE VIOLATI	10/10/2014	.00		.00		TRL	NG		Y
I2434	16.04.010	HOUSING CODE VIOLATI	10/24/2014	154.00	3/03/2015	154.00	3/07/2015	PD	NC	G	Y
I2437	16.04.010	HOUSING CODE VIOLATI	10/27/2014	154.00	1/30/2015	154.00	2/07/2015	PD	NC	G	Y
I02438	16.04.010	HOUSING CODE VIOLATI	10/28/2014	154.00	3/17/2015	154.00	4/16/2015	PD	NC	G	Y
I02440	16.04.010	HOUSING CODE VIOLATI	11/07/2014	.00		.00		DIS	NG	DI	Y
I02443	16.04.010	HOUSING CODE VIOLATI	11/12/2014	154.00	12/09/2014	154.00	12/09/2014	PD	G	G	N
I02444	16.04.010	HOUSING CODE VIOLATI	11/12/2014	.00		.00		DIS	DI	DI	Y
I02445	16.04.010	HOUSING CODE VIOLATI	11/19/2014	154.00	3/06/2015	154.00	3/21/2015	PD	NC	G	Y
I02388	16.04.010	HOUSING CODE VIOLATI	12/12/2014	154.00	3/16/2015	154.00	4/04/2015	PD	G	G	N
I02383	16.04.010	HOUSING CODE VIOLATI	12/31/2014	124.00	3/02/2015	124.00	4/04/2015	PD	NC	GD	N
I005995	16.04.011	MTNC OF FENCE	5/29/2014	.00		.00		IAD			Y
I5945	16.04.011	MTNC OF FENCE	6/20/2014	.00		.00		HRG	NG		N
I2324	16.04.011	MTNC OF FENCE	7/09/2014	164.00	8/18/2014	164.00		PD	NC	FO	N
I005992	16.04.011	MTNC OF FENCE	9/10/2014	.00		.00		IAD			Y
I2138	16.04.035	FAIL REMOVE MV FROM	1/09/2014	128.80	5/27/2014	128.80	4/05/2014	PD	NG	G	Y
I2140	16.04.035	FAIL REMOVE MV FROM	1/09/2014	154.00		.00	4/19/2014	TXS	NG	GD	Y
I2214	16.04.035	FAIL REMOVE MV FROM	1/13/2014	154.00	3/05/2014	154.00	3/17/2014	PD	NC	G	Y
I2216	16.04.035	FAIL REMOVE MV FROM	1/13/2014	.00		.00		DIS	NG	DI	Y
I2218	16.04.035	FAIL REMOVE MV FROM	1/15/2014	154.00	3/27/2014	154.00	4/05/2014	TTP	NC	GD	N
I2219	16.04.035	FAIL REMOVE MV FROM	1/15/2014	122.50		.00	5/09/2014	TXS	NC	G	Y
I2225	16.04.035	FAIL REMOVE MV FROM	2/18/2014	154.00	3/11/2014	154.00	5/10/2014	TTP	G	G	N
I2226	16.04.035	FAIL REMOVE MV FROM	2/18/2014	154.00	3/24/2014	154.00	4/03/2014	PD	NC	G	Y
I2227	16.04.035	FAIL REMOVE MV FROM	2/18/2014	154.00	3/17/2014	154.00	4/04/2014	PD	NC	G	Y
I2228	16.04.035	FAIL REMOVE MV FROM	2/21/2014	164.00		.00	4/24/2014	TXS	NC	G	Y
I2293	16.04.035	FAIL REMOVE MV FROM	4/22/2014	154.00	5/13/2014	154.00	5/13/2014	PD	NC	G	N
I2290	16.04.035	FAIL REMOVE MV FROM	4/23/2014	154.00	7/11/2014	154.00	7/12/2014	PD	NC	GD	N
I2291	16.04.035	FAIL REMOVE MV FROM	4/23/2014	154.00	9/10/2014	154.00	9/20/2014	TTP	NG	GD	Y
I2299	16.04.035	FAIL REMOVE MV FROM	4/28/2014	154.00	7/21/2014	154.00	7/26/2014	PD	NC	GD	N
I2236	16.04.035	FAIL REMOVE MV FROM	4/30/2014	154.00		.00	9/26/2014	TXS	G	G	N
I2307	16.04.035	FAIL REMOVE MV FROM	5/05/2014	154.00	5/30/2014	154.00		PD	NC	FO	N
I2239	16.04.035	FAIL REMOVE MV FROM	5/08/2014	154.00	5/27/2014	154.00	6/27/2014	PD	NC	G	Y
I2240	16.04.035	FAIL REMOVE MV FROM	5/19/2014	154.00		.00	8/09/2014	TXS	NG	GD	Y
8J8472	16.04.035	FAIL REMOVE MV FROM	6/02/2014	.00		.00		HLD			Y
I2318	16.04.035	FAIL REMOVE MV FROM	6/16/2014	154.00	10/17/2014	154.00	10/06/2014	PD	NC	G	Y
I2323	16.04.035	FAIL REMOVE MV FROM	7/03/2014	124.00	9/30/2014	124.00	10/20/2014	PD	NC	G	Y
I5925	16.04.035	FAIL REMOVE MV FROM	7/31/2014	154.00	1/21/2015	154.00	1/19/2015	PD	NC	G	Y
I2333	16.04.035	FAIL REMOVE MV FROM	8/05/2014	154.00		.00	10/24/2014	TXS	NG	GD	Y
N1367062	16.04.035	FAIL REMOVE MV FROM	8/19/2014	124.00		.00	12/06/2014	TXS	NC	GD	N
N1367061	16.04.035	FAIL REMOVE MV FROM	8/21/2014	.00		.00		DIS	NG	DI	Y

Violation Date: 1/01/2014 - 12/31/2014

Statute :

Citation	Statute	Description	Date	Total Fine	Paid on	Total Paid	Due on	Status	Plea	Found	Att
I2339	16.04.035	FAIL REMOVE MV FROM	8/28/2014	154.00		.00	11/22/2014	TXS	NC	GD	N
I2342	16.04.035	FAIL REMOVE MV FROM	8/28/2014	154.00		.00	12/13/2014	TXS	NC	G	N
I5943	16.04.035	FAIL REMOVE MV FROM	9/24/2014	2,000.00		.00	2/13/2015	TXS	NC	G	Y
I2430	16.04.035	FAIL REMOVE MV FROM	10/03/2014	.00		.00		VOD			N
N1367063	16.04.035	FAIL REMOVE MV FROM	10/21/2014	124.00		.00	3/14/2015	TXS	NC	G	N
N1367064	16.04.035	FAIL REMOVE MV FROM	11/13/2014	124.00		.00	1/31/2015	TTP	NC	GD	N
I02449	16.04.035	FAIL REMOVE MV FROM	11/17/2014	124.00	3/19/2015	124.00	2/28/2015	PD	NC	GD	N
N1367067	16.04.035	FAIL REMOVE MV FROM	11/25/2014	.00		.00		DIS	DI	DI	Y
N1367068	16.04.035	FAIL REMOVE MV FROM	12/02/2014	124.00		.00	2/21/2015	TXS	NC	GD	N
I02250	16.04.035	FAIL REMOVE MV FROM	12/30/2014	154.00	4/02/2015	154.00	4/04/2015	PD	NC	GD	N
I02385	16.04.035	FAIL REMOVE MV FROM	12/30/2014	154.00		.00	4/04/2015	TTP	G	G	N
N1389080	17.24.010	OPEN FIRES PROHIBITD	8/21/2014	187.00	9/12/2014	187.00	9/18/2014	PD			N
M14530410	17.24.010	OPEN FIRES PROHIBITD	8/30/2014	376.00	10/31/2014	100.00	11/01/2014	TXS	NG	GD	Y
I2191	18.16.010	ELECTRICAL CODE VIOL	1/24/2014	154.00	3/25/2014	154.00	7/17/2014	PD	NC	G	Y
I2192	18.16.010	ELECTRICAL CODE VIOL	1/24/2014	154.00		.00	7/25/2014	TXS	NG	GD	Y
I2143	19.04.020	PLUMBING W/O LICENSE	5/14/2014	154.00	7/22/2014	154.00	8/15/2014	PD	NC	G	Y
I2144	19.04.020	PLUMBING W/O LICENSE	6/20/2014	.00	8/13/2014	.00		DIS	NG	DI	Y
I2145	19.04.020	PLUMBING W/O LICENSE	6/20/2014	154.00	7/17/2014	154.00	9/13/2014	PD	NC	GD	N
I2146	19.04.020	PLUMBING W/O LICENSE	10/21/2014	154.00		.00	2/28/2015	TXS	NG	GD	Y
I02386	23.08.070	FAIL REMOVE FENCE	12/22/2014	124.00		.00	4/04/2015	TTP	NC	GD	N
I02391	23.08.075		11/04/2014	124.00		.00		TRL	NG		Y
I2207	23.12.130	NONPARKING OF MV	1/13/2014	124.00	2/10/2015	124.00	4/26/2014	PD	NC	GD	N
I2208	23.12.130	NONPARKING OF MV	1/13/2014	124.00		.00	4/26/2014	TXS	NC	GD	N
I2212	23.12.130	NONPARKING OF MV	1/13/2014	154.00	4/04/2014	154.00	4/05/2014	TTP	NC	G	Y
I2217	23.12.130	NONPARKING OF MV	1/13/2014	154.00	3/25/2014	154.00	4/05/2014	PD	NC	G	N
I2220	23.12.130	NONPARKING OF MV	1/16/2014	154.00	3/06/2014	154.00	4/05/2014	TTP	NC	G	Y
I2221	23.12.130	NONPARKING OF MV	1/29/2014	.00		.00		DIS	NG	DI	Y
I2223	23.12.130	NONPARKING OF MV	1/31/2014	154.00	4/03/2014	154.00	5/19/2014	PD	NC	G	Y
I2254	23.12.130	NONPARKING OF MV	2/06/2014	154.00	5/23/2014	154.00	5/17/2014	PD	NC	G	N
I2234	23.12.130	NONPARKING OF MV	4/23/2014	154.00	11/03/2014	134.00	7/12/2014	TXS	G	G	N
I2300	23.12.130	NONPARKING OF MV	4/28/2014	154.00	5/12/2014	154.00		PD	NC	FO	N
I2316	23.12.130	NONPARKING OF MV	5/30/2014	154.00	7/15/2014	154.00	8/23/2014	PD	G	G	N
I2245	23.12.130	NONPARKING OF MV	7/21/2014	154.00		.00	10/11/2014	TXS	NC	GD	N
I2246	23.12.130	NONPARKING OF MV	7/31/2014	154.00	8/19/2014	154.00	8/19/2014	PD	NC	G	N
I2337	23.12.130	NONPARKING OF MV	8/18/2014	30.00	12/17/2014	30.00	1/17/2015	PD	NC	G	Y
I02442	23.12.130	NONPARKING OF MV	11/12/2014	154.00	2/09/2015	154.00	2/07/2015	PD	NC	G	N
I02401	23.12.130	NONPARKING OF MV	12/30/2014	154.00	2/10/2015	154.00	4/04/2015	PD	NC	GD	N
I2204	23.12.133 (A) (B)	FAIL PROPERLY STORE	1/03/2014	169.00	6/17/2014	169.00	3/29/2014	PD	NC	GD	N
I2243	23.12.133 (A) (B)	FAIL PROPERLY STORE	6/24/2014	.00		.00		DIS	NC	DI	Y
I02248	23.12.133 (A) (B)	FAIL PROPERLY STORE	12/22/2014	124.00	2/20/2015	124.00	3/21/2015	TTP	NC	GD	Y
I2211	23.12.150	FAIL REMOVE EXCESSIV	1/13/2014	.00		.00		DIS	NG	DI	N
I2344	23.12.150	FAIL REMOVE EXCESSIV	9/18/2014	.00		.00		DIS	NG	DI	Y
I2241	23.17.133 (A) (B)	TRAILER/CAMPER ON FR	5/19/2014	154.00	6/03/2014	154.00	7/03/2014	PD	NC	G	Y
I2256	23.30.070	ADVERTISING DEVICE	8/19/2014	124.00	9/17/2014	124.00	11/15/2014	PD	NC	GD	N
I2305	6.44.040	HOUSING/PROPERTY MTN	4/28/2014	154.00		.00	9/02/2014	TXS	NC	G	Y
I5898	6.44.040 (C)	TRASH CONTAINERS IN	4/11/2014	154.00	6/18/2014	154.00	7/09/2014	PD	NC	G	Y
I2288	6.44.040 (C)	TRASH CONTAINERS IN	4/14/2014	154.00	5/05/2014	154.00		PD	NC	FO	N
I2230	6.44.075	FAIL REMOVE FURNITUR	3/12/2014	154.00	4/22/2014	154.00	5/24/2014	TTP	NC	GD	N
I2238	6.44.075	FAIL REMOVE FURNITUR	5/08/2014	154.00	7/02/2014	154.00	7/02/2014	TTP	NC	G	Y
I2312	6.44.075	FAIL REMOVE FURNITUR	5/13/2014	.00		.00		DIS	NG	DI	Y
I2334	6.44.075	FAIL REMOVE FURNITUR	8/07/2014	.00		.00		DIS	NG	DI	Y
I2346	6.44.075	FAIL REMOVE FURNITUR	9/19/2014	124.00	11/24/2014	124.00	12/20/2014	PD	NC	GD	N
I5961	6.44.075	FAIL REMOVE FURNITUR	9/26/2014	.00		.00		FNG	NG	NG	Y
I02446	6.44.075	FAIL REMOVE FURNITUR	12/02/2014	154.00		.00	2/21/2015	TAX	NG	GD	Y
I02378	6.44.075	FAIL REMOVE FURNITUR	12/04/2014	.00		.00		DIS	DI	DI	Y

Statute :

Citation	Statute	Description	Date	Total Fine	Paid on	Total Paid	Due on	Status	Plea	Found	Att
I02379	6.44.075	FAIL REMOVE FURNITUR	12/04/2014	154.00		.00	2/28/2015	TXS	NC	GD	N
I005854	6.44.080		1/21/2014	.00		.00		IAD			Y
I005997	6.44.080		4/25/2014	.00		.00		IAD			Y
I006008	6.44.080		5/29/2014	.00		.00		IAD			Y
I2202	6.44.090	ZONING CODE VIOLATIO	1/03/2014	154.00	2/25/2014	154.00	3/29/2014	TTP	NC	G	N
I2206	6.44.090	ZONING CODE VIOLATIO	1/08/2014	154.00	2/04/2014	154.00	4/05/2014	TTP	NC	G	N
I2209	6.44.090	ZONING CODE VIOLATIO	1/13/2014	204.00	3/26/2014	204.00	4/05/2014	TTP	NC	GD	Y
I2229	6.44.090	ZONING CODE VIOLATIO	3/06/2014	164.00	3/25/2014	164.00	4/17/2014	PD	NC	G	Y
I2277	6.44.090	ZONING CODE VIOLATIO	4/01/2014	.00		.00		CS	NC	G	Y
I2278	6.44.090	ZONING CODE VIOLATIO	4/02/2014	154.00	9/17/2014	154.00	6/21/2014	TXS	NC	GD	N
I5902	6.44.090	ZONING CODE VIOLATIO	4/07/2014	.00		.00		HLD	NG		Y
I2279	6.44.090	ZONING CODE VIOLATIO	4/08/2014	154.00	7/03/2014	154.00	7/04/2014	PD	NG	GD	Y
I2280	6.44.090	ZONING CODE VIOLATIO	4/09/2014	154.00		.00	6/28/2014	TXS	NC	GD	N
I2282	6.44.090	ZONING CODE VIOLATIO	4/09/2014	164.00	6/30/2014	164.00	6/28/2014	TTP	G	G	N
I2283	6.44.090	ZONING CODE VIOLATIO	4/09/2014	154.00	5/05/2014	154.00	6/28/2014	PD	G	G	N
I5904	6.44.090	ZONING CODE VIOLATIO	4/21/2014	.00		.00		HLD	NG		Y
I2302	6.44.090	ZONING CODE VIOLATIO	4/30/2014	154.00	5/29/2014	154.00	5/28/2014	PD	NC	G	N
I2310	6.44.090	ZONING CODE VIOLATIO	5/05/2014	154.00	9/11/2014	154.00	8/09/2014	PD	NG	GD	Y
I5950	6.44.090	ZONING CODE VIOLATIO	5/08/2014	151,930.00		.00		TRL	NG		Y
I2315	6.44.090	ZONING CODE VIOLATIO	5/21/2014	154.00	6/27/2014	154.00		PD	NC	FO	N
I2317	6.44.090	ZONING CODE VIOLATIO	6/04/2014	154.00	7/11/2014	154.00	9/06/2014	PD	NC	GD	N
I2242	6.44.090	ZONING CODE VIOLATIO	6/11/2014	164.00	11/13/2014	164.00	11/15/2014	PD	NG	GD	Y
I5905	6.44.090	ZONING CODE VIOLATIO	6/11/2014	154.00	12/19/2014	154.00	1/15/2015	PD	NC	G	Y
I2200	6.44.090	ZONING CODE VIOLATIO	6/16/2014	154.00	3/19/2015	154.00	9/13/2014	PD	NC	GD	N
I5951	6.44.090	ZONING CODE VIOLATIO	6/27/2014	.00		.00		TRL	NG		Y
I2244	6.44.090	ZONING CODE VIOLATIO	7/15/2014	154.00	12/31/2014	154.00	10/11/2014	PD	NC	GD	N
I2325	6.44.090	ZONING CODE VIOLATIO	7/22/2014	124.00		.00	11/01/2014	TXS	NC	GD	N
I2326	6.44.090	ZONING CODE VIOLATIO	7/22/2014	154.00	10/23/2014	154.00	10/18/2014	PD	NC	G	N
I2328	6.44.090	ZONING CODE VIOLATIO	7/24/2014	154.00	10/17/2014	154.00	10/18/2014	PD	NC	G	N
I2330	6.44.090	ZONING CODE VIOLATIO	7/24/2014	154.00	10/01/2014	154.00	10/18/2014	PD	NC	G	N
I2335	6.44.090	ZONING CODE VIOLATIO	8/08/2014	154.00	12/01/2014	154.00	11/08/2014	TXS	NC	GD	N
I2340	6.44.090	ZONING CODE VIOLATIO	8/28/2014	154.00	11/24/2014	154.00	11/22/2014	TTP	G	G	N
I2341	6.44.090	ZONING CODE VIOLATIO	9/02/2014	154.00	9/26/2014	154.00	11/22/2014	PD	NC	GD	N
I2343	6.44.090	ZONING CODE VIOLATIO	9/02/2014	154.00	9/09/2014	154.00		PD	NC	FO	N
I2428	6.44.090	ZONING CODE VIOLATIO	9/26/2014	194.00		.00	4/04/2015	TTP	NC	G	Y
I5957	6.44.090	ZONING CODE VIOLATIO	10/23/2014	402.00		.00	4/09/2015	TTP	NC	G	Y
I02435	6.44.090	ZONING CODE VIOLATIO	10/24/2014	174.00	3/12/2015	174.00	4/04/2015	PD	NG	G	Y
I2436	6.44.090	ZONING CODE VIOLATIO	10/24/2014	154.00		.00	1/24/2015	DEC	NC	GD	N
N1387398	6.44.090	ZONING CODE VIOLATIO	11/14/2014	124.00		.00	2/14/2015	TXS	NC	GD	N
N1387399	6.44.090	ZONING CODE VIOLATIO	11/19/2014	124.00	2/10/2015	124.00	2/07/2015	PD	NC	GD	N
N1367065	6.44.090	ZONING CODE VIOLATIO	11/20/2014	124.00		.00	2/07/2015	TTP	NC	GD	N
N1367066	6.44.090	ZONING CODE VIOLATIO	11/20/2014	124.00		.00	2/07/2015	TXS	NC	GD	N
I02392	6.44.090	ZONING CODE VIOLATIO	12/08/2014	124.00	3/18/2015	124.00	3/18/2015	PD	NG	GD	Y
I02249	6.44.090	ZONING CODE VIOLATIO	12/29/2014	154.00	1/16/2015	154.00		FOR	NC	FO	N
I02384	6.44.090	ZONING CODE VIOLATIO	12/31/2014	154.00		.00		TRL	NG		Y
I2232	8.08.220	FAIL TO PICK UP DUNG	4/11/2014	.00		.00		DIS	DI	DI	Y
I2301	8.08.220	FAIL TO PICK UP DUNG	4/30/2014	154.00	5/27/2014	154.00	6/27/2014	PD	NC	G	Y
I2303	8.08.220	FAIL TO PICK UP DUNG	4/30/2014	154.00	5/21/2014	154.00	6/27/2014	PD	NC	G	Y
N1177887	8.08.220	FAIL TO PICK UP DUNG	6/28/2014	.00		.00		DIS	NC	DI	Y
M145320319	8.08.220	FAIL TO PICK UP DUNG	8/16/2014	.00		.00		VOD			N
N1387377	8.08.220	FAIL TO PICK UP DUNG	8/22/2014	.00		.00		DIS	NG	DI	Y
N1366605	8.08.220	FAIL TO PICK UP DUNG	11/13/2014	75.00	2/23/2015	75.00	2/24/2015	PD	G	G	N
N1387381	8.08.220	FAIL TO PICK UP DUNG	12/01/2014	124.00	3/02/2015	124.00	3/07/2015	PD	NC	GD	N
I2292	9.24.010	PUBLIC NUISANCE PROH	4/24/2014	154.00		.00	7/12/2014	TXS	NC	GD	N
I2210	9.24.050	FAIL REMOVE MV W/FLA	1/13/2014	154.00	2/10/2014	154.00	3/10/2014	PD	NC	G	Y

Statute :

Citation	Statute	Description	Date	Total Fine	Paid on	Total Paid	Due on	Status	Plea	Found	Att
I2231	9.24.050	FAIL REMOVE MV W/FLA	3/25/2014	154.00	8/15/2014	154.00	6/14/2014	PD	NC	G	N
I2237	9.24.050	FAIL REMOVE MV W/FLA	5/01/2014	154.00	10/16/2014	154.00	7/26/2014	PD	NC	G	N
I2311	9.24.050	FAIL REMOVE MV W/FLA	5/12/2014	.00		.00		CS	NG	G	Y
I006009	9.24.050	FAIL REMOVE MV W/FLA	7/02/2014	.00		.00		IAD			Y
I2433	9.24.050	FAIL REMOVE MV W/FLA	10/23/2014	.00		.00		DIS	NG	DI	Y
I2338	9.24.050(H)	ABANDONED MV IN DR	8/20/2014	124.00		.00	11/22/2014	TXS	G	G	N
M1458901	9.24.070(A)	ALLOW PUBLIC NUISANC	8/12/2014	691.00	1/16/2015	691.00	1/17/2015	PD	NC	G	Y
M14514714	9.24.070(A)	ALLOW PUBLIC NUISANC	12/10/2014	2,637.86		.00		TRL	NG		Y
M14514715	9.24.070(A)	ALLOW PUBLIC NUISANC	12/10/2014	2,637.86		.00		TRL	NG		Y

Count: 284

231,710.22

20,847.40



TO: FINANCE COMMITTEE MEMBERS

FROM: MARYANNE GROAT

DATE: March 4, 2015 4, 2015

SUBJECT: Procurement Policy

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

1. Purchases Exempt from Competitive Purchases

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

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

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

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

3. Intergovernmental Contracts

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

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

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

CITY OF WAUSAU, WISCONSIN PROCUREMENT POLICY

POLICY OBJECTIVE

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

COVERAGE

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

GOALS

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

ETHICAL STANDARDS

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

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

GENERAL GUIDELINES

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

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

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

PURCHASE OF GOODS

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

PURCHASE OF SERVICES

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

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

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

SOLE SOURCE

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

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

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

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

Formatted: Numbered + Level: 1 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.25" + Indent at: 0.5"

BUDGET

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

CONTRACT AUTHORIZATION

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

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

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

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

H:\fwcommon\financialpolicies\procurementpolicy.wpd

CITY OF WAUSAU
PURCHASE ORDER COVER SHEET



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

COMPETITIVE PURCHASING PROCESS DOCUMENTATION

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

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

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

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

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

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

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

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

ADDTL INFO:



Office of the City Attorney

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

Anne L. Jacobson
City Attorney

Tara G. Alfonso
Assistant City Attorney

Memorandum

From: Anne L. Jacobson, City Attorney *ALJ*
To: Finance Committee
Date: April 7, 2015
Re: Staff Analysis of Settlement Agreement
Gary R. Stein et al v. City of Wausau (Hwy. 51/U Interchange
condemnation appeal, Case No. 14CV678)

Attached please find the Settlement Agreement reflecting the negotiated settlement of the condemnation appeal of Gary R. Stein et al.

The Steins accepted the city's final counter-offer.

GARY R. STEIN and DAWN M. STEIN,

Plaintiffs,

v.

CASE NO: 14-CV-678

CODE NO: 30402

CITY OF WAUSAU,

Defendant.

SETTLEMENT AGREEMENT

IT IS HEREBY STIPULATED AND AGREED by the plaintiffs, Gary R. Stein and Dawn M. Stein, and by the defendant, City of Wausau, by their respective legal counsel that:

1. The plaintiffs, Gary R. Stein and Dawn M. Stein, agree to accept **\$35,000** in full satisfaction of amounts such plaintiffs claim in this action is due them as just compensation for the property previously acquired by the City of Wausau; such property was described in the Notice of Appeal Pursuant to Wis. Stat. § 32.05(11), which was previously filed and served in this action.

2. Upon payment of such **\$35,000** by the defendant, City of Wausau, to the plaintiffs, Gary R. Stein and Dawn M. Stein, and receipt of such \$35,000 by the plaintiffs, the plaintiffs by their attorneys will execute and deliver a Stipulation and Order of Dismissal which provides for dismissal of the above-captioned action with prejudice but without any further costs.

3. This Settlement Agreement may be signed in counterparts, via facsimile or electronically, e.g. .pdf, and such signature pages assembled to form a complete, validly executed document.

Settlement Agreement
Marathon County Case No: 14-CV-678
Page 2 of 2

Date: 4/1/15

FIRST LAW GROUP S.C.
A limited liability service corporation

By: Gary L. Dreier
Gary L. Dreier, Attorneys for
Plaintiffs, Gary R. Stein and Dawn
M. Stein
State Bar No: 1016656

Date: _____

By: _____
Anne Jacobson, City Attorney on
Behalf of the Defendant, City of
Wausau
State Bar No:

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

RESOLUTION OF THE FINANCE COMMITTEE	
Approving acceptance of Settlement Agreement for Gary R. Stein et al v. City of Wausau (Hwy. 51/U Interchange condemnation appeal, Case No. 14CV678) and related budget modification	
Committee Action:	Pending
Fiscal Impact:	\$35,000
File Number:	09-0521
Date Introduced:	April 14, 2015

FISCAL IMPACT SUMMARY			
COSTS	<i>Budget Neutral</i>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
	<i>Included in Budget:</i>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<i>Budget Source:</i>
	<i>One-time Costs:</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<i>Amount: \$35,000</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 checked="" type="checkbox"/> No <input type="checkbox"/>	<i>Amount \$35,000 Annual Retirement \$4,051</i>
	<i>TID Financed:</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<i>Amount: \$35,000</i>
	<i>TID Source: Increment Revenue <input type="checkbox"/> Debt <input checked="" type="checkbox"/> Funds on Hand <input type="checkbox"/> Interfund Loan <input type="checkbox"/></i>		

RESOLUTION

WHEREAS, an Agreement between the State of Wisconsin Department of Transportation and the City of Wausau for the construction of Merrill Avenue/County Road U (among others), was executed by the City on June 23, 2011; and

WHEREAS, an Award of Damages was made on October 2, 2012 and recorded on October 5, 2012, in the amount of \$11,650 for property interests consisting of .017 acres in fee simple and a temporary limited easement (for right-of-way construction purposes), affecting Parcel 16 owned by Gary and Dawn Stein; and

WHEREAS, an appraisal was prepared at the request of the plaintiff finding damages as of the date of taking in the amount of \$75,900; and

WHEREAS, on August 25, 2014, a Notice of Appeal was filed in Marathon County Circuit Court; and

WHEREAS, discussions were held between the attorneys to try to settle the matter; and

WHEREAS, the Common Council considered the matter in closed session on December 11, 2014 and March 10, 2015; and

WHEREAS, the Plaintiffs have agreed to accept \$35,000 in full satisfaction of amounts such Plaintiffs claim in this action is due them as just compensation for the property previously acquired by the City of Wausau; and

WHEREAS, the purchase of this property was not contemplated within the 2015 budget and a budget modification was proposed as follows:

Increase: 144-345198210 Land Acquisition TID #6.....\$35,000
Increase: 144-344089120 Debt Proceeds TID #6..... \$35,000

WHEREAS, your Finance Committee, at their meeting of April 14, 2015, did discuss and approved the settlement offer and related budget modification.

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 original of the attached Settlement Agreement between Gary R. Stein et al and the City of Wausau.

BE IF FURTHER RESOLVED that the proper city officials modify the budget as presented above and publishes the budget modification in the official city newspaper.

Approved:

James E. Tipple, Mayor



Office of the City Attorney

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

Anne L. Jacobson
City Attorney

Tara G. Alfonso
Assistant City Attorney

MEMO

TO: Finance Committee Members
Wausau Water Works Commission

FROM: Anne Jacobson, City Attorney *AJ*

DATE: March 30, 2015

RE: Staff Analysis of Contract Agreement for the Mercury Reduction Program

Purpose: To obtain the approval of the Wausau Water Works Commission, Finance Committee, and ultimately, the Common Council, because it is an intergovernmental cooperative agreement.

Facts:

1. **Background:** The issue is whether to approve the contract.
2. **History:** After some discussion, the parties agreed to a contract for one year, while the parties await the possible changes to the DNR's permit requirements relative to the State of Wisconsin Mercury Wastewater Reduction Rule. Also, a program cost adjustment was made following a cost evaluation by the Marathon County Health Department (MCHD). The total \$5,000 cost to MCHD will be borne equally between the City's Wausau Water Works (WWW) (\$2,500) and the Rib Mountain Metropolitan Sewerage District (\$2,500).

MCHD wishes to continue its partnership with WWW and RMMSD to reduce the mercury discharge levels to surface waters, by its prevention efforts enumerated in the attached Agreement.

3. **Discussion:** Factors to be considered for approval:
 - The agreement is for a period of one year, through December 31, 2015.
 - The cost to WWW is \$2,500.
 - Upon 60-day written notice, the city can terminate the agreement due to nonappropriation of the \$2,500 or MCHD's failure to comply with the terms of the agreement, or MCHD can terminate the agreement in the event the work cannot be completed.
 - In consideration for payment, MCHD will implement a project for the purpose of reducing the potential mercury waste stream into the sewage treatment facility through primary prevention activities described in the agreement.

Recommendation: Your approval is requested for entering into this Agreement and providing the necessary funding for it, to comply with NR 106.145(1)(c), Wis. Adm. Code (attached).

WISCONSIN ADMINISTRATION CODE: CHAPTER NR 106

Subchapter III — Effluent Limitations for Mercury Discharges

NR 106.145 Mercury regulation. This section provides an alternative means of regulating mercury in WPDES permits through the establishment of alternative mercury effluent limitations and other requirements and is intended as a supplement to the authority and procedures contained in other sections of this chapter. For purposes of this section, an alternative mercury effluent limitation represents a variance to water quality standards specified in chs. NR 102 to 105.

(1) Findings. On November 1, 2002, the department finds all of the following:

(a) Requiring all dischargers of mercury to remove mercury using wastewater treatment technology to achieve discharge concentrations necessary to meet water quality standards would result in substantial and widespread adverse social and economic impacts.

(b) Representative data on the relatively low concentrations of mercury in wastewater are rare and methods for collecting that data have only recently been developed.

(c) Appropriate mercury source reduction activities are environmentally preferable to wastewater treatment technology in many cases because wastewater treatment for mercury produces a sludge or other resultant wastewater stream that can be as much or more of an environmental liability than the untreated effluent.

(2) Determining the necessity of mercury effluent limitations.

(a) The department shall determine whether a mercury effluent limitation is necessary using the procedures in s. NR 106.05.

(b) For the determination under par. (a), the department shall use representative data that comply with all of the following:

1. Data shall meet the sampling and analysis requirements of subs. (9) and (10).

2. Data shall consist of at least 12 monitoring results spaced out over a period of at least 2 years.

Note: On July 11, 2014, in Case No. Case No. 12CV3654, Midwest Environmental Defense Center Inc. v. Wisconsin Department of Natural Resources, et. al., an action for declaratory judgment under s. 227.40, Stats., the Circuit Court for Dane County, Branch 1, entered a Final Order and Judgment providing in relevant part:

Wis. Adm. Code § NR 106.145(2)(b)2 is declared invalid.

(3) Data generation.

(a) In this paragraph, "major municipal discharge" and "minor municipal discharge" have the meanings specified in s. NR 200.02 (7) and (8). If an applicant in any of the categories specified in this subsection

CONTRACT AGREEMENT FOR THE MERCURY REDUCTION PROGRAM

THIS AGREEMENT entered into this 1st day of January, 2015 between the Marathon County Health Department located at 1000 Lakeview Drive Room Suite 100, Wausau WI 54403, (hereinafter referred to as "MCHD") and the City of Wausau, Wausau Water Works, a municipal corporation of the State of Wisconsin, with its principal office located at City Hall, 407 Grant Street, Wausau, WI 54403, (hereinafter referred to as "City").

WHEREAS, the State of Wisconsin implemented the Wisconsin Mercury Wastewater Reduction Rule on November 1, 2002. This Contract Agreement is entered into for the purpose of preventing human exposure to environmental toxins, specifically mercury, in the environment and to reduce the exposure to at risk populations such as pregnant or nursing mothers, women of childbearing age and children; and

WHEREAS, MCHD and the City are authorized pursuant to Wis. Stats. §66.0301 to enter into this Agreement which proves a governmental function and/or service that each party is authorized to perform and in which the parties are mutually interested, such as public health and welfare; and

WHEREAS, MCHD is interested in pursuing mercury source reduction activities in lieu of using wastewater treatment technology; and

WHEREAS, the City is obligated to ensure safe levels of mercury enter the sewage treatment facility.

FOR AND IN CONSIDERATION of the terms and conditions contained in this Agreement, the above-named parties agree:

PERIOD OF AGREEMENT. This Agreement shall commence upon the date of the signatures of both parties and ends on December 31, 2015.

CANCELLATION. The City reserves the right to cancel this Agreement in whole or in part, without penalty due to nonappropriation of funds or for failure of the MCHD to comply with terms, conditions, or specifications of this Agreement. The MCHD reserves the right to cancel this Agreement in the event the work as described or other conditions of the Agreement cannot be completed. Both parties agree to give a 60-day written notice for cancellation of this Agreement.

ENTIRE AGREEMENT; AMENDMENTS. This Agreement shall constitute the entire Agreement and previous communications or agreements pertaining to the subject matter of this Agreement are hereby superceded. Any contractual revisions including cost adjustments, work products and/or time extensions may be made only by a written amendment to this Agreement, signed by both parties prior to the ending date of this Agreement.

ASSIGNMENT. Neither this Agreement nor any right or duty in whole or part by the MCHD under this Agreement may be assigned, delegated or subcontracted without written consent of the City.

RESOLUTION OF ISSUES. The parties agree to resolve any conflicts which may arise under this Agreement among themselves, and to reach agreement satisfactory to both parties.

RESPONSIBILITIES. The MCHD will implement a Mercury Reduction Project for the purpose of reducing the potential mercury waste stream into the sewage treatment facility through primary prevention activities. Work products within the city service area will include:

- Community education and outreach will be provided within the City service area.
- A targeted outreach program within the Wausau School District, specifically, the middle school and high schools will be implemented for the purpose of assessment and implementation of best-practice methods of collecting and properly disposing of mercury containing materials.
- Provide a targeted outreach program for contractors in the auto repair and salvage businesses.
- Provide a means of collection, disposal and recycling of mercury-containing products.
- Conduct a mercury thermometer exchange program within the City service area.
- Maintain outreach services with the dental providers and the heating, ventilating and air conditioning contractors.
- Program status reports will be presented to the City upon execution of this Agreement or as soon thereafter as agreed to by the parties.

PAYMENT. The City will pay the MCHD a sum of \$2,500 annually for work products as stated in the Responsibilities section of this Agreement. Payment shall be made to the MCHD upon receipt of an invoice, but no later than April 30.

This Agreement is entered into by the City of Wausau, Wausau Water Works, and the Marathon County Health Department.

Joan Theurer, Health Officer
Marathon County Health Department

James E. Tipple, Mayor
City of Wausau

Toni Rayala, Clerk
City of Wausau

CONTRACT AGREEMENT FOR THE MERCURY REDUCTION PROGRAM

THIS AGREEMENT entered into this 1st day of January, 2015 between the Marathon County Health Department located at 1000 Lakeview Drive Room Suite 100, Wausau WI 54403, (hereinafter referred to as "MCHD") and the City of Wausau, Wausau Water Works, a municipal corporation of the State of Wisconsin, with its principal office located at City Hall, 407 Grant Street, Wausau, WI 54403, (hereinafter referred to as "City").

WHEREAS, the State of Wisconsin implemented the Wisconsin Mercury Wastewater Reduction Rule on November 1, 2002. This Contract Agreement is entered into for the purpose of preventing human exposure to environmental toxins, specifically mercury, in the environment and to reduce the exposure to at risk populations such as pregnant or nursing mothers, women of childbearing age and children; and

WHEREAS, MCHD and the City are authorized pursuant to Wis. Stats. §66.0301 to enter into this Agreement which proves a governmental function and/or service that each party is authorized to perform and in which the parties are mutually interested, such as public health and welfare; and

WHEREAS, MCHD is interested in pursuing mercury source reduction activities in lieu of using wastewater treatment technology; and

WHEREAS, the City is obligated to ensure safe levels of mercury enter the sewage treatment facility.

FOR AND IN CONSIDERATION of the terms and conditions contained in this Agreement, the above-named parties agree:

PERIOD OF AGREEMENT. This Agreement shall commence upon the date of the signatures of both parties and ends on December 31, 2015.

CANCELLATION. The City reserves the right to cancel this Agreement in whole or in part, without penalty due to nonappropriation of funds or for failure of the MCHD to comply with terms, conditions, or specifications of this Agreement. The MCHD reserves the right to cancel this Agreement in the event the work as described or other conditions of the Agreement cannot be completed. Both parties agree to give a 60-day written notice for cancellation of this Agreement.

ENTIRE AGREEMENT; AMENDMENTS. This Agreement shall constitute the entire Agreement and previous communications or agreements pertaining to the subject matter of this Agreement are hereby superceded. Any contractual revisions including cost adjustments, work products and/or time extensions may be made only by a written amendment to this Agreement, signed by both parties prior to the ending date of this Agreement.

ASSIGNMENT. Neither this Agreement nor any right or duty in whole or part by the MCHD under this Agreement may be assigned, delegated or subcontracted without written consent of the City.

RESOLUTION OF ISSUES. The parties agree to resolve any conflicts which may arise under this Agreement among themselves, and to reach agreement satisfactory to both parties.

RESPONSIBILITIES. The MCHD will implement a Mercury Reduction Project for the purpose of reducing the potential mercury waste stream into the sewage treatment facility through primary prevention activities. Work products within the city service area will include:

- Community education and outreach will be provided within the City service area.
- A targeted outreach program within the Wausau School District, specifically, the middle school and high schools will be implemented for the purpose of assessment and implementation of best-practice methods of collecting and properly disposing of mercury containing materials.
- Provide a targeted outreach program for contractors in the auto repair and salvage businesses.
- Provide a means of collection, disposal and recycling of mercury-containing products.
- Conduct a mercury thermometer exchange program within the City service area.
- Maintain outreach services with the dental providers and the heating, ventilating and air conditioning contractors.
- Program status reports will be presented to the City upon execution of this Agreement or as soon thereafter as agreed to by the parties.

PAYMENT. The City will pay the MCHD a sum of \$2,500 annually for work products as stated in the Responsibilities section of this Agreement. Payment shall be made to the MCHD upon receipt of an invoice, but no later than April 30.

This Agreement is entered into by the City of Wausau, Wausau Water Works, and the Marathon County Health Department.

Joan Theurer, Health Officer
Marathon County Health Department

James E. Tipple, Mayor
City of Wausau

Toni Rayala, Clerk
City of Wausau



TO: FINANCE COMMITTEE MEMBERS

FROM: MARYANNE GROAT

DATE: March 18, 2015

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

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

Fiscal Impact: annual loss of revenue to the City:

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

Background Information:

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

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

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

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

RESOLUTION OF THE FINANCE COMMITTEE	
<p>Opposing the Elimination of Person Property Taxes and Computer Aid</p> <p>Committee Action:</p> <p>Fiscal Impact: Annual Revenue loss of \$1,843,000</p>	
File Number:	Date Introduced: April 28, 2015

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

RESOLUTION

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

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

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

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

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

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

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

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

NOW THEREFORE BE IT RESOLVED, that the City of Wausau opposes any attempt by the State Legislature to eliminate the personal property tax and the computer aid payments local governments receive for tax-exempt computer and related equipment; and at a minimum, the loss in local tax base and resulting tax shift must be addressed before moving forward with the legislation.

Approved:

James E. Tipple, Mayor



State of Wisconsin
2015 - 2016 LEGISLATURE

LRB-1183/1
JK:kjf:cs

2015 BILL

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

Analysis by the Legislative Reference Bureau

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

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

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

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

BILL

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

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

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

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

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

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

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

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

BILL

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

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

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

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

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

BILL**SECTION 5**

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

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

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

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

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

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

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

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

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

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

BILL

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

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

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

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

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

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

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

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

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

BILL**SECTION 15**

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

9 **SECTION 16. Initial applicability.**

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

11 **SECTION 17. Effective date.**

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

13 (END)



TO: Members of the Wisconsin State Legislature

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

DATE: March 20, 2015

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

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

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

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

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

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

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

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

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

281 230026

DUE DATE
March 1, 2015

STATEMENT OF PERSONAL PROPERTY
Subject to Assessment January 1, 2015

2015

Who Must File? Every person, firm, or corporation as defined in Section 70.35 Wis. Statutes receiving from the assessor a return of personal property, must submit the return to the assessor on or before March 1. This return is confidential and is not available for public inspection.

Failure to File: If you fail to file, the assessor must estimate the value of your property using the best information available. In addition, you shall be denied any right of abatement by the board of review, under Section 70.35(4), Wis. Statutes.

Property Owner: (or in charge as agent, consignee, or other representative capacity)

WINTERS FINANCIAL GROUP 219 ROSS AVE STE 103
SCHOFIELD, WI 54476

**FOR ASSISTANCE IN COMPLETING THIS FORM,
YOU MAY CONTACT THE ASSESSOR.**

Town
 Village of } SCHOFIELD
 City
County of MARATHON

School District DC EVEREST TID# 0
Assessor City of Wausau
Assessment Department
407 Grant St.
Wausau, WI 54403

Account Number 281 230026

Property Address 219 ROSS AVE 103
SCHOFIELD, WI

Engaged in Business of

Sole Proprietorship Partnership Corporation LLC LLP

FEIN # 398765934

New Owner Name _____
Situs Address _____
Mailing Address _____
City, State, Zip _____
Phone No. () _____

Type of Change Discontinued Sold
 Incorporated Moved

Date of Change _____

FEB 13 2015

Schedule A

SUMMARY OF PERSONAL PROPERTY AS OF JANUARY 1, 2015

Schedule A is the summary of all taxable personal property from Schedules B through H. The total of column 3 is your declaration of personal property subject to tax within this municipality. Do not write "SALY" for Same As Last Year; forms must be filled out completely. Note that Schedule D-1, exempt computer equipment and software, cash registers and single-function fax machines, is excluded from TOTAL ASSESSABLE.

Column 1 Property Description	Column 2 Subtotals	Values ↓ Column 3 Totals	C O D E	Column 4 LEAVE BLANK
1. Boats & Other Watercraft (from Schedule B)			1	
2. Machinery, Tools & Patterns (from Schedule C)			2	
3. Furniture, Fixtures & Office Equipment (from Schedule D)				
5. Multifunction Fax Machines, Postage Meters, Copiers & Phone Systems (from Sch. D-2)				
6. TOTAL OF LINES 3 and 5			3	
7. Leased Equipment (Property in charge of but not owned from Sch. F)				
8. Supplies (from Schedule G)				
9. All Other Personal Property (from Schedule H)				
10. TOTAL OF LINES 7, 8, AND 9			4A	
11. Building on Leased Land (from Schedule E)	28,220		4B	
TOTAL ASSESSABLE (TOTAL OF LINES 1, 2, 6, 10 AND 11)				

4. EXEMPT Computer Equipment & Software ... (from Schedule D-1)
Please report the total from Schedule D-1 from the 2014 PA-003 →

I hereby declare all information given is true and correct for all the personal property for which I am subject to assessment and which was owned by me or held in my possession on January 1, 2015.

Owner's Name (please print) Keene T. Winters	Signature & Date <i>Keene T. Winters</i> 2/11/15	Preparer's Name (please print)	Signature & Date
Owner's Full Address 219 Ross Ave., Ste. 103, Schofield, WI 54476		Preparer's Full Address	
Owner's Phone Number (715) 675-0060	Fax Number 715-298-0558	Preparer's Phone Number	Fax Number
E-mail Keene.winters@voyafa.com		E-mail	

Schedule B
BOATS AND WATERCRAFT

Schedule B is for reporting boats and watercraft not exempt. *Composite Conversion Factors* and a table of *Composite Useful Lives* on various equipment can be found at www.revenue.wi.gov/report/p.html#personal.

Column 1 Property Description	Column 2 Year Acquired	Column 3 Cost When Acquired	Column 4 Conversion Factor	Column 5 Declared Value January 1	Column 6 LEAVE BLANK
Total Declared Value					

Use additional sheets if necessary.

Enter Col. 5 Total on
Sch. A, Line 1, Col. 3

Schedule C
MACHINERY, TOOLS AND PATTERNS

Report all machinery and shop equipment. Take the costs shown from your accounting records. Any variation from information contained in your income tax return must be explained by letter or schedule. Summarize the original asset costs by acquisition year as of January 1 of last year. Enter these costs in column 2. Enter any additions or deletions by acquisition year in column 3.

Column 1 Year Assets Acquired	Column 2 Total Original Installed Cost as of January 1, 2014	Column 3 Additions, Disposals, and Transfers at Cost Since Jan. 1, 2014	Column 4 Net Total Original Installed Cost as of Jan. 1, 2015 <small>(Column 2 +/- Column 3)</small>	Column 5 Conversion Factor 10 yr.	Column 6 Indexed Net Value (Full Value) on January 1, 2015 <small>(Column 4 x Column 5)</small>	Column 7 LEAVE BLANK
2014				.925		
2013				.794		
2012				.681		
2011				.591		
2010				.507		
2009				.431		
2008				.380		
2007				.330		
2006				.287		
2005				.250		
Prior to '05				.139		
Totals						

Enter Col. 6 Total on
Sch. A, Line 2, Col. 3

Schedule D
FURNITURE, FIXTURES AND OFFICE EQUIPMENT

Report such assets as office, store and professional furniture, fixtures and equipment, business and professional libraries, and other assets related to the sales and administration of your business. Original Cost per column 4, Schedule D should contain all costs of installation and freight, add-ons, and sales tax.

Column 1 Year Assets Acquired	Column 2 Total Original Installed Cost as of January 1, 2014	Column 3 Additions, Disposals, and Transfers at Cost Since Jan. 1, 2014	Column 4 Net Total Original Installed Cost as of Jan. 1, 2015 <small>(Column 2 +/- Column 3)</small>	Column 5 Conversion Factor 10 yr.	Column 6 Indexed Net Value (Full Value) on January 1, 2015 <small>(Column 4 x Column 5)</small>	Column 7 LEAVE BLANK
2014		658.95	658.95	.925	609.53	
2013				.794		
2012				.681		
2011	71.22		71.22	.591	42.09	
2010				.507		
2009				.431		
2008	1238.41	(369.24)	869.17	.380	330.28	
2007				.330		
2006				.287		
2005				.250		
Prior to '05	422.00	(90.00)	332.00	.139	46.15	
Totals	1,731.63	199.71	1,931.34		1,028.05	

Enter Col. 6 Total on
Sch. A, Line 3, Col. 2

Schedule F
LEASED EQUIPMENT (Property in Charge of But Not Owned)

Report all leased equipment such as business furniture, fixtures, equipment, machines, postage meters, tools, or advertising devices and similar items loaned, leased, stored or otherwise held and not owned by you. These items may or may not be assessed to you. Frequently, leases state whether the owner or the lessee is responsible for the personal property taxes. *Composite Conversion Factors* and a table of *Composite Useful Lives* on various equipment can be found at www.revenue.wi.gov/report/p.html#personal. Factors for computer equipment can be found on Schedule D-1.

Column 1 Name and Address of Leasing Company*	Column 2 Type of Equipment and Lease No.	Column 3 Gross Annual Rent	Column 4 Year Installed	Column 5 Original Cost	Column 6 Indexed Value Taxable Equipment	Column 7 Indexed Value Computer	Column 8 LEAVE BLANK
88-898		21,123			21,123		
1-221		10,289			10,289		
87-8		28,02			28,02		
89-132							
Totals							

* Leasing Companies: To avoid duplication of assessment, provide the same information requested on this schedule including name and location of lessees.

Enter Col. 6 Total on
Total on Sch. A, Line 7, Col. 2
Enter Col. 7 Total on
Sch. D-1 on page 3,
near bottom of Col. 6

Schedule G
SUPPLIES

Report your supplies inventory. Supplies include items which are expensed, not subject to resale, but are necessary in the conduct of business, are consumed in the operations of providing customer services. Supplies are items such as those used for selling and advertising, office, shipping, medical, dental, janitorial and cleaning, in your possession on January 1.

January 1, 2015 Supplies Inventory	\$
--	----

Enter amount on Sch. A, Line 8, Col. 2

Schedule H
ALL OTHER PERSONAL PROPERTY, LEASEHOLD IMPROVEMENTS, SIGNS, BILLBOARDS, VIDEO TAPES, LOGS & FOREST PRODUCTS, OTHER IMPROVEMENTS ON LEASED LAND (EXEMPT), FOREST CROP LAND, OR MANAGED FOREST LAND

Report all leasehold improvements and other personal property not reported on a separate schedule. Leasehold improvements are any alterations, additions, or improvements, adding value, made by a tenant to leased or rented premises. Enter the total improvement cost in column 3. This schedule also includes logs and other forest products belonging to persons whose principal activity is not related to the buying, selling or manufacturing use of such property. Merchant's or manufacturing stock are exempt. Report improvements on leased land (exempt) and privately owned structures, billboards, or special taxed land. *Composite Conversion Factors* and a table of *Composite Useful Lives* on various equipment can be found at www.revenue.wi.gov/report/p.html#personal.

Column 1 Year Acquired	Column 2 Property Description	Column 3 Cost When Acquired	Column 4 Conversion Factor	Column 5 Declared Value January 1	Column 6 LEAVE BLANK
2014	Outdoor Signs	211.00	0.925	195.18	
Total				195.18	

Use additional sheets if necessary.

Enter Col. 5 Total on
Sch. A, Line 9, Col. 2

Please provide the following lease provisions:

- Term: From (MM/YR) 04/10 To (MM/YR) 03/15
- Square foot of leased area 380 S.F.
- Annual Rental \$ 9,080.00 Percentage Rental _____ %
- Rent includes (check any that apply): Electric Heat Real Estate Taxes Parking Common Area Maintenance
 Other (describe) _____

Schedule F
LEASED EQUIPMENT (Property in Charge of But Not Owned)

Report all leased equipment such as business furniture, fixtures, equipment, machines, postage meters, tools, or advertising devices and similar items loaned, leased, stored or otherwise held and not owned by you. These items may or may not be assessed to you. Frequently, leases state whether the owner or the lessee is responsible for the personal property taxes. *Composite Conversion Factors* and a table of *Composite Useful Lives* on various equipment can be found at www.revenue.wi.gov/report/p.html#personal. Factors for computer equipment can be found on Schedule D-1.

Column 1 Name and Address of Leasing Company*	Column 2 Type of Equipment and Lease No.	Column 3 Gross Annual Rent	Column 4 Year Installed	Column 5 Original Cost	Column 6 Indexed Value Taxable Equipment	Column 7 Indexed Value Computer	Column 8 LEAVE BLANK
SP-SPS		11,125			20,525		
1.1001		11,125			20,525		
SP-E		28,000			48,000		
		10,000			10,000		
SP-100							
Totals							

* Leasing Companies: To avoid duplication of assessment, provide the same information requested on this schedule including name and location of lessees.

Enter Col. 6 Total on Sch. A, Line 7, Col. 2
Enter Col. 7 Total on Sch. D-1 on page 3, near bottom of Col. 6

Schedule G
SUPPLIES

Report your supplies inventory. Supplies include items which are expensed, not subject to resale, but are necessary in the conduct of business, are consumed in the operations of providing customer services. Supplies are items such as those used for selling and advertising, office, shipping, medical, dental, janitorial and cleaning, in your possession on January 1.

January 1, 2015 Supplies Inventory	\$
--	----

Enter amount on Sch. A, Line 8, Col. 2

18.00

Schedule H

31.18

ALL OTHER PERSONAL PROPERTY, LEASEHOLD IMPROVEMENTS, SIGNS, BILLBOARDS, VIDEO TAPES, LOGS & FOREST PRODUCTS, OTHER IMPROVEMENTS ON LEASED LAND (EXEMPT), FOREST CROP LAND, OR MANAGED FOREST LAND

Report all leasehold improvements and other personal property not reported on a separate schedule. Leasehold improvements are any alterations, additions, or improvements, adding value, made by a tenant to leased or rented premises. Enter the total improvement cost in column 3. This schedule also includes logs and other forest products belonging to persons whose principal activity is not related to the buying, selling or manufacturing use of such property. Merchant's or manufacturing stock are exempt. Report improvements on leased land (exempt) and privately owned structures, billboards, or special taxed land. *Composite Conversion Factors* and a table of *Composite Useful Lives* on various equipment can be found at www.revenue.wi.gov/report/p.html#personal.

Column 1 Year Acquired	Column 2 Property Description	Column 3 Cost When Acquired	Column 4 Conversion Factor	Column 5 Declared Value January 1	Column 6 LEAVE BLANK
2014	Outdoor Signs	211.00	0.925	195.18	
Total				195.18	

Use additional sheets if necessary.

Enter Col. 5 Total on Sch. A, Line 9, Col. 2

Please provide the following lease provisions:

- 1) Term: From (MM/YR) 04/10 To (MM/YR) 03/15
- 2) Square foot of leased area 380 S.F.
- 3) Annual Rental \$ 9,080.00 Percentage Rental _____ %
- 4) Rent includes (check any that apply): Electric Heat Real Estate Taxes Parking Common Area Maintenance
 Other (describe) _____



TO: FINANCE COMMITTEE MEMBERS

FROM: MARYANNE GROAT

DATE: March 4, 2015 4, 2015

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

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

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

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

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

State of Wisconsin Board of Commissioners of Public Lands

Who we are and what we do

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

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

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

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

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

How you benefit

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

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

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



Office of the City Attorney

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

Anne L. Jacobson
City Attorney

Tara G. Alfonso
Assistant City Attorney

MEMORANDUM

From: Anne L. Jacobson, City Attorney *ALJ*
To: Members of the Finance Committee and Common Council
Date: April 7, 2015
Re: Staff Analysis of Wausau Cemetery Association Investment Agreement

Purpose: To review the status of the Investment Agreement for Perpetual Care between the City of Wausau and M & I Trust Company.

Background. The City of Wausau needs to enter into a new investment agreement for the Wausau Cemetery Association's Perpetual Care Fund.

History. On June 19, 1968, the City of Wausau and Wisconsin Valley Trust Company, as Trustee, entered into an agreement establishing a trust known as the City of Wausau Cemetery Perpetual Care. The City delivered assets to the Trustee to be invested and managed and the income returned to the City to be disbursed to the Cemetery Association for the perpetual maintenance and care of the Pine Grove Cemetery. The Investment Committee of the Common Council maintained control over the sale of delivered securities and the investment in anything other than fixed income securities. The agreement stated no term, but only that it could be modified or terminated by either party upon giving 60 days' notice to the other party.

On August 8, 2000, File 00-0808, the Common Council, upon recommendation from the Finance Committee, approved a new agreement with M & I Trust Company, revising some language contained in the previous agreement.

- The name of the trust was changed from "City of Wausau Cemetery Perpetual Care" to "Wausau Cemetery Perpetual Care."

- Rather than the trustee remitting income derived from securities to the City on quarterly intervals, the trustee is directed to reinvest the funds in accordance with current statutory requirements under Ch. 881, and those investment guidelines approved by the Finance Committee (and provided by M & I Trust and Investment Management).
- Rather than the City depositing additional funds, the Cemetery Association makes its perpetual care deposits directly to the Trustee. However, the Trustee may still direct the income to the City to be disbursed to the Cemetery Association, or disburse the income directly to the Cemetery Association.
- The termination provision was amended to add that upon termination, the trust assets would be delivered to the City or a successor trustee as selected by the City of Wausau.

Discussion. I received a phone call from Patty Grimm, the General Manager of Pine Grove Cemetery on February 24, 2015, and she made an appointment to see me on March 5, 2015.

I met with her on March 5, and she explained the following: that the Perpetual Care Fund has not grown since 1974. She collects on behalf of the Cemetery Association, quarterly dividends that are used for operations. The Administrator for the Trustee, now BMO Harris (successor to M & I Trust Company) is retiring in June and they contacted Patty and suggested a new Trustee be identified, as they felt it would be to the mutual benefit of both parties if a new Trustee managed the Perpetual Care Fund. Additionally, they will be raising their fees next year, for which they would charge the Cemetery Association \$5,000.

Patty acknowledged the current agreement requires a successor trustee to be selected by the City of Wausau. She desires a local trustee. She currently manages five accounts, including general savings, checking, payroll, real estate, and perpetual care. She would prefer to keep the five accounts in one place, rather than have a separate trust company handling only the perpetual care fund as a Trustee of that account, and a separate banking institution handling the other 4 accounts. She also asked that it be convenient for her, because she frequently needs to lock her office at the cemetery and leave on a daily or every other day basis to make deposits. She mentioned Wood Trust (Chad Kane), Associated Bank (Alfred Nakhla) and Chase Bank (Dave Johnson) as being interested. She stated she last met with M & I in 2011.

On Monday, March 16, 2015, I received a joint call from Alfred Nakhla and Tyson Cain (Trust Officer), who had been visited by Patty Grimm and expressed interest in becoming the successor Trustee to M & I (as well as handling their other 4 accounts). They were calling to inquire about the city's role.

Options:

Unless this current agreement is further amended by the Council, it requires the City select a successor trustee.

Recommendation:

Place the matter on a Finance Committee agenda for consideration by the committee, to approve the manner of selection of a successor trustee, and/or amend the language regarding the selection of a successor trustee for prospective application.

Impact:

There is no financial impact to the City in moving this action item forward.

alj

A G R E E M E N T

THIS AGREEMENT, by and between the CITY OF WAUSAU (the "City"), and Marshall & Ilsley Trust Company (the "Trustee");

WITNESSETH:

The City has delivered unto the Trustee the assets listed in Schedule "A" attached hereto, in trust, to be used as authorized ✓ by ss. 157.50(6) of the Wisconsin Statutes, with the income and principal therefrom to be paid to the City in accordance with Paragraph 4(c) to be disbursed by the City to the Wausau Cemetery Association for the perpetual maintenance and care of the Pine Grove Cemetery and any other cemeteries that may hereafter come within the jurisdiction of the Wausau Cemetery Association.

1. This trust shall be known as the Wausau Cemetery Perpetual Care.

2. The Trustee shall take hold and retain such funds, and collect and receive all income therefrom in accordance with Paragraph 4.

3. The Wausau Cemetery Association may make its perpetual care deposits directly to the Trustee.

4. The funds and the proceeds thereof shall be invested and reinvested by the Trustee under the terms and conditions stated herein:

(a) The funds shall be invested and meet the requirements ✓ of Chapter 881 of the Wisconsin Statutes.

- (b) The Trustee shall perform its duties in accordance with the investment guidelines approved by the Finance Committee of the Wausau City Council (See Exhibit "A").
- (c) The Trustee may disburse directly to the Wausau Cemetery Association or to the City and the City shall disburse to the Wausau Cemetery Association annually five percent (5%) of the total value of the fund as determined on December 31 of each year. Payouts of the distributable amount shall be made during the succeeding year.

5. The Trustee shall be compensated in accordance with the Trustee's standard fee schedule.

Quarterly
Statement
6. The Trustee shall provide an annual accounting to the Wausau Cemetery Association and the City of Wausau of the fund as of the close of business on December 31 of each year.

7. There shall be an annual review of the account and the investment guidelines by the Trustee, a representative of the City, and a representative of the Wausau Cemetery Association. This review shall occur on or before March 31 of each year.

8. The City may deposit additional funds to be invested by the Trustee in accordance with the terms hereof.

9. This agreement may be terminated or modified by either party upon giving sixty (60) days notice of such intent to the other party. Upon termination, the Trustee shall deliver the trust assets to the City of Wausau or to a successor trustee as

selected by the City of Wausau.

IN WITNESS WHEREOF, we have hereunto set our hands and seals
this 8th day of August, 2000.

Witnesses

Jennifer M. Yaworski

Michael Spaf

CITY OF WAUSAU

Linda Lawrence
Linda Lawrence
Mayor

Maryanne Groat
Maryanne Groat
Finance Director

MARSHALL & ILSLEY TRUST
COMPANY

Germaine A. Huebner

Adam Radant

Carole Balder Kuehn
Carole Balder Kuehn
Vice President

Colleen M. Gostisha
Colleen M. Gostisha
Assistant Vice President

SCHEDULE A

46,270.980	MARSHALL MONEY MARKET FUND	\$46,270.98
50,910.274	MARSHALL INTERMEDIATE BOND FUND	\$466,847.21

Create, Manage, Preserve SM

**Asset Allocation
Objectives & Guidelines
For
City of Wausau**

M&I Trust & Investment
Management

GROWTH BALANCED PORTFOLIO

Investment Objectives and Guidelines

I. OBJECTIVES

A. Investment Objective

The objective of the portfolio is income and growth of capital. This is achieved by investing in a diversified portfolio of equity and fixed income securities. The portfolio seeks to maximize potential total return consistent with minimizing overall volatility in the context of these guidelines.

B. Performance Objective

Over a full market cycle, the portfolio is expected to achieve a real total rate of return equal to or greater than 4% in excess of the rate of inflation, as measured by the Consumer Price Index. The total return for the individual investment styles will be compared to their appropriate index or the appropriate Lipper Peer Group.

II. ASSET MIX

The guidelines for the long-term allocation of funds among the portfolio of mutual funds are as follows:

<i>Money Market Funds</i>		0% to 15%
<i>Bond Funds</i>		30 to 50%
Short-Term Income Funds	0% to 35%	
Intermediate Bond Funds	0% to 45%	
Long-Term Bond Funds	0% to 25%	
<i>Stock Funds</i>		50% to 70%
Large-Cap Funds	0% to 60%	
Mid-Cap Funds	0% to 35%	
Small-Cap Funds	0% to 30%	
International Funds	0% to 30%	

III. ACCEPTABLE INVESTMENTS

Money market securities shall include, but are not limited to: U.S. Government securities (except for mortgage-backed securities); commercial paper; demand master notes; funding agreements; domestic and foreign Bank instruments; guaranteed investment contracts.

Acceptable fixed income securities shall include, but are not limited to: U.S. Government securities; domestic issues of corporate debt obligations rated in the top three categories by a nationally recognized ratings agency (such as Moody's, S&P, or Fitch); prime commercial paper; domestic bank instruments; repurchase agreements; master demand notes; mortgage-backed securities; asset-backed securities; swap transactions.

The average maturity of the fixed income portfolio will not exceed ten years. Individual securities will have maturities of thirty (30) years or less. For purposes of this Policy Statement, "maturity" is defined as final payment for conventional debt securities, or "average life" for securities that have periodic principal paydowns throughout the life of the security.

Acceptable equity investments shall include, but are not limited to: common stocks of U.S. companies that are listed on the New York, American, or other domestic stock exchange, or traded in over-the-counter markets; preferred stocks; convertible securities rated "investment grade" by a nationally recognized rating agency; American Depository Receipts (ADRs); shares of open-end investment companies (mutual funds); units of the Marshall International Stock Fund.

GROWTH BALANCED PORTFOLIO
Investment Objectives and Guidelines

IV. DIVERSIFICATION

- A. Total issues of any one corporation may not exceed 15% of the market value of the entire portfolio at the time of purchase.
- B. Individual equity investments may not exceed 5% of the market value of the equity portfolio at the time of purchase, except in the case of open-end investment companies (mutual funds).
- C. Fixed income securities of any one issuer may not exceed 10% of the market value of the fixed income portfolio at the time of purchase.

The above restrictions do not apply to issues of the U.S. Government, or to any issues guaranteed as to both principal and interest by the U.S. Government, or to any open-end investment company (mutual fund).

This statement of investment objectives and guidelines will be reviewed with the client on a periodic basis and can be changed at any time with the mutual agreement of the client and M&I Investment Management Corp.

9/8/00
DATE

9/8/00
DATE

Raymond D. Wisniewski
M&I INVESTMENT MANAGEMENT CORP.

[Signature]
CITY OF WAUSAU

FINANCE COMMITTEE

Time and Place: Thursday, July 20, 2000 at 1:00 pm., at City Hall in the Board Room.

Members Present: Baumgardt, Rosenberg, Radtke

Members Excused: Welles, Sellin

Others Present: Nagle, Lawrence, Pribanich, Seubert, Anderson, Anklam, Goede, Donald Howard, Mel Sandquist, John Michler, Kelly Gotishka and Darien Schaefer, City Pages Representative

In accordance with Chapter 19, Wisc. Stats., notice of this meeting was posted and sent to the Daily Herald in the proper manner. Baumgardt noted there was a quorum and called the meeting to order.

(1) MINUTES OF THE PREVIOUS MEETING

Motion by Rosenberg, second by Radtke to approve the minutes of the June 15th meeting. Motion carried 3-0.

(4) CONSIDER INVESTMENT AGREEMENT WITH M&I TRUST (WAUSAU CEMETERY ASSOCIATION)

Representatives from M&I Trust and John Michler of Ruder Ware addressed the committee to explain the original agreement which dated back to the 1960's and has not been modified since that time. The new agreement is patterned from the 1960's agreement and has been reviewed by the City Attorney, the Finance Director and representatives from Wausau Cemetery Association. Groat recommended approval of the agreement and stated her staff would monitor it. Nagle pointed out statutory requirements whereby if the cemetery were unable to meet it's financial obligations, the city would be required to take over as the custodian and taxpayers would be obligated to pay.

Motion by Radtke, second by Rosenberg to approve the investment agreement with M&I Trust (Wausau Cemetery Association) as presented. Motion carried 3-0.

(11) REQUEST FOR ROOM TAX FUNDS (HOG RALLY)

Darien Schaefer, Director of the Wausau/Central Wisconsin Visitor's Bureau, stated that the CVB is hosting the Hog Rally on the 18th and 19th of August at Marathon Park, with an estimated turnout of approximately 4,000. He stated that the original funding for this event no longer exists as beer distributors are no longer permitted to donate cash according to the law. In addition, the previous director appears to have underestimated actual costs which will result in a shortfall of approximately \$9,000. Schaefer requested room tax funding to cover \$5,000 of the shortfall, however assured members that future sponsorships would be found elsewhere. He explained that the CVB, who is hosting the event, provides many services which subsequently market the area. Schaefer noted the impact of not receiving funds would be that they would be unable to do other programs.

Groat pointed out that a number of communities receive business from the rally and therefore should share in funding this request. Lawrence stated other municipalities should be approached so the cost can be divided between all. Radtke questioned whether there was a deadline of when funds are needed. Schaefer stated there was \$20,000 budgeted toward the event and he could come back in September. The consensus of the committee was for the CVB director to approach other municipalities for cost sharing and then return to the committee.

Motion by Radtke, second by Rosenberg to table the request until other municipalities have been approached by the CVB. Motion carried 3-0.

(12) REQUEST FOR ROOM TAX FUNDS AMERICAN LEGION POST 10

Baumgardt requested \$1,500 in room tax funding to assist the American Legion Post 10 with conference costs incurred during their recently held 82nd state convention. He reported the County had already contributed \$1,500.

Motion by Rosenberg, second by Radtke to approve the request for room tax funds. Motion carried 3-0.

(2) CONSIDER AMENDING THE BOUNDARIES OF TAX INCREMENTAL DISTRICT #3, CITY OF WAUSAU AND APPROVAL OF THE AMENDED PROJECT PLAN.

Groat reported that a public hearing was held on the plan and it had already been approved by the Economic Development Committee and Plan Commission. She stated that the amendment was initiated by a request from Creske Corporation and includes the relocation of a storm sewer as well as enhancements to the river's edge. She stated that these items have already been included in the Master Plan of the Central Business District. Lawrence stated that although a figure of \$10.5 million has been plugged in, it doesn't mean there is an imminent plan to spend that amount. Rather, the figure was used due to the eventuality of costs and because the plan can only be amended once. Pribanich stated the amendment is needed now or the project is not likely to move forward. Rosenberg commented in favor of the plan and felt it should move forward.

Motion by Rosenberg, second by Radtke to approve amending the boundaries of tax incremental district #3 and amendment of the project plan. Motion carried 3-0.

- 94-0907 **Jt Res ED, Fin and Plan Comm Re: Amend the Boundaries of Tax Incremental District Number 3, City of Wausau, and Approve Amended Project Plan**
Motion by Baumgardt, second by Welles to adopt the resolution.
- Roll Call Vote: Ayes: Sellin, Rosenberg, Knapp, Radtke, Anderson, Welles, Anklam, Siewert, Kellbach, Van De Yacht, Yang, Baumgardt. Noes: 0. Motion carried 12-0. Action date 8/8/00
- 00-0808 **Res Fin Comm Re: Authorize the Proper City Official(s) to enter into an Investment Agreement between the City of Wausau and M&I Trust for Wausau Cemetery Perpetual Care.**
Motion by Baumgardt, second by Sellin to adopt the resolution. Motion carried. Action date 8/8/00
- 00-0809 **Res Fin Comm Re: Authorize the Proper City Official(s) to enter into an Investment Agreement with Official Payments Corporation for the purpose of allowing Taxpayers to Pay their Taxes by Credit Card over the Phone or via the Internet**
Motion by Anderson, second by Sellin to adopt the resolution. Motion carried. Action date 8/8/00
- 00-0810 **Res Fin Comm Re: Consider Claim: Debra Meshak**
Motion by Van De Yacht, second by Welles to adopt the resolution. Motion denied. Action date 8/8/00
- 00-0811 **Res Fin Comm Re: Authorize Room Tax Funding for American Legion Post #10 to fund State Convention**
Motion by Baumgardt, second by Welles to adopt the resolution.
- Roll Call Vote: Ayes: Anderson, Welles, Anklam, Siewert, Kellbach, Van De Yacht, Yang, Baumgardt, Sellin, Rosenberg, Knapp, Radtke. Noes: 0. Motion carried 12-0. Action date 8/8/00
- 00-0812 **Res Fin Comm Re: Authorize City of Wausau TID #3 Development Agreement (City of Wausau and Cedar Creek Foods LLP)**
Mayor Lawrence stated that she is withdrawing this item from the agenda until a new developer agreement is completed and has been discussed at the Finance Committee meeting on August 17th. There will be a Special Council meeting before September to complete this resolution.
- 00-0813 **Res HR Comm Re: Authorize Reorganization within the Wausau Water Works Department**
Motion by Anklam, second by Yang to adopt the resolution. Motion carried. Action date 8/8/00
- 93-0216 **Res Leg Comm Re: Support Town Peninsula Annexation Legislation and Request State Representatives to Introduce Same.**
Motion by Anderson, second by Siewert to adopt the resolution. Motion carried. Action date 8/8/00
- 95-0941 **Res Leg Comm Re: Support State enabling Legislation for Adoption of Municipal Service fees for providing Police Protection, Fire Protection, and Emergency Medical Treatment Services to Tax Exempt Properties**
Motion by Anderson, second by Knapp to adopt the resolution. Motion carried. Action date 8/8/00
- 97-0314 **Res Leg Comm Re: Support for Local Option Taxes enabling Legislation**
Motion by Siewert, second by Yang to adopt the resolution. Motion carried. Action date 8/8/00
- 97-0316 **Res Leg Comm Re: City of Wausau Taxpayer support for County Services.**
Motion by Siewert, second by Sellin to adopt the resolution. Motion carried. Action date 8/8/00
- 97-0720 **Res Leg Comm Re: Support opposition to ending State Recycling Grant Program.**
Motion by Anderson, second by Radtke to adopt the resolution. Motion carried. Action date 8/8/00
- 00-0814 **Res Leg Comm Re: Establish a Land Use and Environmental Stewardship (OL21).**
Motion by Sellin, second by Anderson, to adopt the resolution.
- Motion by Rosenberg, second by Radtke to amend the resolution to change the wording from "create greater public open spaces..." to "value open spaces..." in the second BE IT RESOLVED. Motion carried.
- A voice vote was taken on the main motion as amended, motion carried. Action date 8/8/00

AGREEMENT

THIS AGREEMENT, by and between the CITY OF WAUSAU,
hereinafter called the City, and the WISCONSIN VALLEY TRUST COMPANY,
hereinafter called the Trustee,

WITNESSETH:

The City does hereby deliver unto the Trustee the
assets listed in Schedule "A" attached hereto, in trust, to be
used as authorized by ss. 157.50 (6), 231.11 (6) and 66.04 (2),
Wisconsin Statutes, with the income therefrom to be returned to
the City to be disbursed by it to the Wausau Cemetery Association
for the perpetual maintenance and care of the Pine Grove Cemetery
and any other cemeteries that may hereafter come within the
jurisdiction of the Wausau Cemetery Association.

1. This trust shall be known as the City of Wausau
Cemetery Perpetual Care.

2. The Trustee shall take hold and retain such securities,
collect and receive all income therefrom and remit said income to
the City at regular intervals, at least quarterly.

3. As the securities mature, the proceeds thereof shall
be re-invested by the Trustee under the terms and conditions stated
herein:

(a) Securities shall be minimum risk, high-yield
securities and shall meet the requirements of Chapter 320,
Wisconsin Statutes.

(b) No investment in other than fixed income securities
shall be made except upon approval of the investment committee
of the Wausau Common Council.

(c) No sale of the delivered securities shall be made
without prior approval of the investment committee of the
Wausau Common Council.

RECEIVED

DEC - 9 1997

CITY ATTORNEY
WAUSAU, WI

(d) It is the desire of the City that the maximum amount of income be generated by this trust and it is not anticipated that this trust will appreciate in value.

4. The Trustee will report the income received annually as of the close of business on December 31st.

5. The Trustee shall be compensated annually at a rate of 60 per cent of the established going rate with a minimum of \$50.00 per year and a maximum of \$1,000.00 per year. The present going rate for purposes of this agreement shall be considered as one-half of one per cent of the corpus up to \$100,000.00 and three-tenths of one per cent of the corpus thereafter.

6. The City may deposit additional funds to be invested by the Trustee in accordance with the terms hereof.

7. This agreement may be terminated or modified by either party upon giving sixty days notice of such intent to the other party.

IN WITNESS WHEREOF we have hereunto set our hands and seals this 19th day of June, 1968.

Witness:

William A. Seal
Marion Troop

CITY OF WAUSAU

John L. Kannenberg
John L. Kannenberg, Mayor
Donald H. Schultz
Donald H. Schultz, Clerk

WISCONSIN VALLEY TRUST CO.

Lucas W. Peterson
Dorothy L. Peterson

Robert E. Altman
Admin. Vice President
James R. DeBorja Asst. Sec.



Office of the City Attorney

TEL: (715) 261-6590

FAX: (715) 261-6808

Anne L. Jacobson
City Attorney

Tara G. Alfonso
Assistant City Attorney

Memorandum

TO: Finance Committee

FROM: Anne Jacobson, City Attorney 

DATE: April 8, 2015

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

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

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

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

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

alj

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

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

Paragraph 3 is hereby amended to read:

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

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

Dated _____.

CITY OF WAUSAU BY:

Witness

James E. Tipple, Mayor

Witness

Toni Rayala, Clerk

ESPRESSO SENSORY PERCEPTION,
LLC, BY:

Witness

Loreen Glaman, Member

03-1011

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

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

WITNESSETH:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF WAUSAU BY:

Kathie J. Johnson
Witness

Linda Lawrence
Linda Lawrence, Mayor

Wanda Brady
Witness

Michael Saager
Kelly Michaels-Saager, Clerk

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

Julie K. Buss
Witness

Loreen Glaman
Loreen Glaman, member

EXHIBIT I

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

LEA # 0593

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

Paragraph 3 is hereby amended to read:

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

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

Dated 11/17/05

[Signature]
Witness

[Signature]
Witness

[Signature]
Witness

CITY OF WAUSAU BY:

[Signature]
James E. Tipple, Mayor

[Signature]
Kelly Michaels-Saager, Clerk

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

[Signature]
Loreen Glaman, member

OUTLINE OF PRINCIPLES FOR CONCLUDING A COORDINATED PLAN FOR ECONOMIC DEVELOPMENT WITH THE TOWN OF MAINE, THE VILLAGE OF BROKAW, THE TOWN OF TEXAS AND MARATHON COUNTY

Background: Shortly, the Town of Maine has promised a proposal to help solve the Brokaw debt crisis. With proposals on the horizon, now would be a good time for us to give some thought to what kind of deals we can and cannot be a part of. Laying out a list of principles may help us all narrow the focus to an agreement that is possible more quickly. A draft list of suggested principles follows:

Draft List

1. The Wausau Common Council has a fiduciary responsibility to the citizens of the City of Wausau, requiring us to act exclusively for the benefit of those citizens.
2. The Wausau Common Council has no compelling interest in providing economic aid or loan assistance to other communities.
3. The Wausau Common Council has no compelling interest in purchasing the Village of Brokaw's water utility or wastewater utility unless there is a mutually agreed upon plan to expand the service area or generate sufficient revenue by other means to cover the costs of the utility operations now and into the future.
4. The Wausau Common Council is interested in working with its neighboring communities to increase development that will bring new tax base and new jobs to the region.
5. The Wausau Common Council is interested in making investments that will produce a positive rate of return sufficient to compensate Wausau taxpayers for the any risk involved in the venture.

Possible Action Items: Reject the outline of principles, adopt the outline of principles, or adopt the outline of principles with modification.

Prepared by: Keene Winters
March 5, 2015

2016 BUDGET PRIORITY SETTING

Background: It is not too soon to begin planning for the 2016 budget. The change in the city's garbage and recycling contract beginning January 1, 2016, has opened an opportunity for the council to do some planning and priority-setting, given the expected decrease in costs:

1. The actual cost of the garbage and recycling contract in 2014: \$1,795,932.00
2. The projected cost of the garbage and recycling contract for 2015: \$1,868,218.56
3. The projected cost of the garbage and recycling contract with the contractor owning the carts in 2016: \$1,214,834.04.
4. Consequently, the projected savings from the new garbage and recycling contract for 2016 is \$653,384.52.

Source: City Finance Department

Potential uses of the savings could be as follows:

Restore Spring Pick-Up due to public feedback.	est.	\$26,500.00
Restore hours to the Yard Waste Center due to public feedback.	est.	\$10,500.00
Double the annual budget for bike racks, a small partnership with the schools that can make the city more attractive and bike friendly.	est.	\$1,400.00
One-quarter percent reduction in the levy due to the fact that we were over-taxed by \$650,000 in 2015 because the garbage and recycling contract was not put out for bids in the spring of 2014 as it should have been.	est.	\$63,800.00
Set aside money for non-represented employees to receive market rate adjustments and one-time merit bonuses effective January 1, 2016.	est.	\$66,600.00
Hold in reserve for up to a 1.9% increase in operating costs.	est.	\$484,500.00
Total		\$653,300.00

Possible Action: The Finance Committee could refer some version of this information to the Committee of the Whole scheduled for April 23, 2015.

Prepared by: Keene Winters
April 7, 2015

