



*** 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,

Meeting of: **FINANCE COMMITTEE**
 Date/Time: **Tuesday, September 22, 2015 at 5:30 PM**
 Location: **City Hall, 2nd Floor Board Room**
 Members: David Oberbeck (C), Karen Kellbach, Dave Nutting, Bill Nagle, Robert Mielke

AGENDA ITEMS FOR CONSIDERATION (All items listed may be acted upon)

Presenter

- | | | |
|---|--|-----------|
| 1 | Public Comment on matters appearing on the agenda. | |
| 2 | Minutes of previous meeting(s). (8/11/15, 8/25/15, & 9/08/15) | |
| 3 | Discussion and possible action regarding Wausau Mine Company and Bridge Street Investment Development Agreement - request for satisfactory completion | Schock |
| 4 | Discussion and possible action on 2016 Room Tax Applications and the development of the 2015 Room Tax Budget- Groat (Note: <i>The packet of applications will be delivered to committee members.</i>) | Groat |
| 5 | Discussion and possible action regarding sole source purchase - Riverfront Testing - Stantec | Werth |
| 6 | Discussion and possible action regarding approval of the City of Wausau Park Comprehensive Plan and related timetable for securing consulting services | Duncanson |
| 7 | Discussion and possible action regarding August 2015 General Fund Monthly Financial Report | Groat |
| 8 | Discussion and possible action regarding the purchase of properties on the 1100 Block of West Thomas Street | Lindman |
| 9 | CLOSED SESSION pursuant to 19.85(1)€ of the Wisconsin Statutes for deliberating or negotiating the purchase of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session:
Discussion and possible action regarding the purchase of properties on the 1100 Block of West Thomas Street | |

RECONVENE into Open Session to Take Action on Closed Session Items, If Necessary

Adjournment

David Oberbeck, Chair

IMPORTANT: THREE (3) MEMBERS NEEDED FOR A QUORUM: If you are unable to attend the meeting, please notify Mary by calling (715)261-6645 or via email mgoede@ci.wausau.wi.us

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.**

This Notice was posted at City Hall and faxed to the Daily Herald newsroom on 9/16/15 @ 3:30 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, (Alders: Wagner, Neal, Gisselman, Winters, Rasmussen, Abitz), *Tipple, *Jacobson, *Groat, Rayala, Department Heads

FINANCE COMMITTEE

Date and Time: Tuesday, August 11, 2015 @ 5:30 pm., Board Room

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

Others Present: Groat, Jacobson, Giese, Hite, Kujawa, Lindman, Schock, Werth, Tipple, Wagner, Pergolski, Neal, Wagner, Rasmussen, Gisselman, Goede

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

Public Comment

None

Sole Source Purchase Request Decorative Street Lighting Etc

Groat stated the committee previously approved a sole source for lighting, which was good for one year and one year is up so it is coming back before them.

Motion by Nutting, second by Nagle to approve the sole source purchase for decorative street lighting. Motion carried 5-0.

1500 Grand Avenue Development Agreement and Budget Modification

Groat explained the pharmacy is going to pay the city \$25,000 for the building and we will donate the \$25,000 back to them to help make physical exterior improvements to the building and landscaping. Schock commented we received the building basically free from Kwik Trip and the cosmetic improvements the pharmacy makes to the building will be an improvement to the neighborhood.

Motion by Nutting, second by Nagle to approve the budget modification for 1500 Grand Avenue Development Agreement. Motion carried 5-0.

RFP for leased vehicles

Withdrawn.

Two Year Liability Insurance Proposal and Third Party Administrative Services Agreement

Groat stated the city has been involved with CVMIC since 2006 and overall has been very satisfied with the services we receive; they provide insurance, risk management, advisory services, education and safety training. She indicated they have requested that we renew for 2016, 2017 and 2018 and she noted we have also been using them as our third party administrator for worker's comp.

Motion by Nutting, second by Nagle to approve the agreement for continued membership with CVMIC for Two Year Liability Insurance and Worker's Comp Third Party Administrator. Motion carried 5-0.

Credit Card Rebate Program Revenue

Groat stated last December we migrated from the BMO Harris corporate credit card to the purchasing card offered by US Bank. She noted they currently have the state contract and our procurement policy allows us to, without going for bid, piggyback on other competitive processes. She explained we now get a rebate on our purchases and it is tiered depending on the quantity or the costs of how many purchases we're making. She indicated the city will receive its first rebate check of \$1,500 based on \$92,000 of charges for a five month period of time. Many communities choose to share some of those rebates with the departments to encourage further use of the purchasing card. She questioned if they wanted to do this and indicated it would be allocated based on the charges the departments are making. She indicated her recommendation would be to share 50%. Oberbeck did not feel it was worth the time and effort to split out those costs.

Motion by Oberbeck, second by Mielke not to share the revenue and that 100% of the revenue will go to the general fund. Motion carried 5-0.

LifeQuest EMS Billing Contract Extension until December 31, 2015
and

2016 CIP funding modification - Fire Department

Chief Kujawa stated the EMS Billing Contract expires November 1, 2015 and we currently rent our software through LifeQuest. She indicated one of the requests through CIP was a combination of fire EMS software and a training component to connect all the stations. She explained because the contract expires we will have no software after November 1st, so an option would be to extend the contract to the 1st of the year.

Kujawa stated when she made her CIP request, Alderman Winters asked her about the rescue task force equipment and whether she could find a grant for the equipment which was for \$30,000. She indicated she has done some investigation and could probably write a grant for the equipment through FEMA, however, the priorities for the grant haven't come out yet and she was not sure how good of chance there was at receiving it. She stated her request would be to exchange that rescue task force \$30,000 CIP request towards EMS software, which has a range of \$15,000-\$20,000. She noted that would not include fire software or the training component of the CIP request.

Kujawa stated we could continue to rent software in the future, but the problem is we don't get the data back that we need because they only write certain reports. If we own our own software we can write the reports we need to get the data we need and look at outcomes that we want. Oberbeck felt we needed more time to evaluate this through the CIP process.

Motion by Nutting, second by Mielke to extend the EMS Billing contract with LifeQuest through December 31, 2015. Motion carried 5-0.

Budget Modification Street Improvements

Eric Lindman stated costs came in over budget and the budget modification shows the allocation between streets storm and the water & sewer. Groat stated the overage will be funded by decreasing the capital budget for parking ramp capital outlay by \$77,000; decreasing our street trees capital budget by \$36,840; and the majority of the overage was in the water & sewer area of which funding will be included in the State Trust Fund Loan.

Nutting questioned what the impact would be to the reduction of the street trees budget. Groat explained there has been a budget of \$40,000 per year for street trees as part of the capital budget, but those funds are not being spent on a regular basis. There is currently two years of street tree funds in the 2015 budget with the carryovers. Oberbeck commented there is another problem coming up with the loss of trees very shortly relative to the Emerald Ash Borer which will be a very big cost to the city. He did not feel this was a fund we should be raiding at this time. Groat suggested an alternative would be to take the entire amount out of the parking ramps capital expense. Oberbeck questioned how this would affect maintenance on the parking ramp. Lindman stated we are looking at doing some improvements under the operating budget for the ramps next year, but we anticipate having enough money, even with that additional deduction.

Motion by Kellbach, second by Mielke to approve the budget modification amended to not take funds from the street trees budget and decrease the parking ramps budget by said amount. Motion carried 5-0.

Budget Modification 1st Street Extension and Riverfront Redevelopment Project

Groat explained when we were working on the budget for the riverfront everything was put into a category called Other Capital Improvements because typically when the engineering department is doing the design they have probable costs which they break down by category. It is important for the city to categorize our infrastructure because the state DOT looks at the categories and determines our state aid; some of the costs are eligible for the aids formula and some of them are not. Stantec did the design so we did not have the break down when we were working on the budget and that is why the lump sum was put in Other Capital Improvements. She stated this budget modification is allowing us to create the allocation so that when it is time to do our state report at the end of the year they will be categorized in the appropriate places.

Motion by Nutting, second by Nagle to approve the budget modification 1st Street Extension and Riverfront Redevelopment Project. Motion carried 5-0.

Budget Modification Public Access

Mayor Tipple explained we are trying to allocate funds appropriately because we had received \$2,500 from the County Board for productions in 2014, but they paid it in 2013 so it wasn't correctly shown in the 2014 budget. This budget modification will get that back in line as 2014 budget revenue.

Motion by Nutting, second by Nagle to approve the budget modification for Public Access. Motion carried 5-0.

State of Wisconsin Trust Fund Loan of \$4,000,000 for Utility Improvements

Groat noted they considered this at their July 14th meeting and approved her to submit an application for an application with the state. She indicated she has done so and this would be the final authorization. It is a 10 year loan with an interest rate of 3.25%. She commented the good thing about the State Trust Fund is that it is so flexible, with no debt issuance cost, no pre-payment penalty and the interest is used for assisting with libraries.

Motion by Nagle, second by Mielke to approve the State Trust Fund Loan of \$4,000,000 for Utility Improvements. Motion carried 5-0.

Changes in the Procurement Policy - legal services

Jacobson explained they have been having issues in getting regular invoices and being able to pay them timely and promptly within a budget year. She indicated she obtained some language that is used for other types of billings and would like it adopted as part of the policy for attorney services. It would require that they bill their time at 1/10 hour increments; that we get invoiced every 30 days; if billed for work beyond 60 days, they must offer an explanation; and we will not pay invoices submitted for work that is more than a year old.

Motion by Mielke, second by Kellbach to approve the changes in the Procurement Policy for legal services. Motion carried 5-0.

Changes in the Procurement Policy - sole source exemption Technology Services CCITC

Groat pointed out when you look at the Procurement Policy there is nothing that exempts us from having to go out for RFP when using the City/County IT Services, which is our partner. She recommended adding CCITC as a sole source exemption for clarity.

Motion by Mielke, second by Kellbach to approve the change to the Procurement Policy for a sole source exemption for technology services CCITC. Motion carried 5-0.

Regarding 2016 property insurance

Groat stated the city has a long standing relationship with the local property insurance fund which many government entities in the state do as well. We have been buying our property insurance from them and they were designed to meet the particular needs of communities. The property insurance fund was created through state legislation, but in 2009 when government entities were having problems because of the economic collapse, the legislature decided to give everyone a premium holiday that year. Although we did save money that year, unfortunately after they had given the premium holiday the fund experienced some significant losses throughout the state putting them in financial duress. She indicated the State of Wisconsin looked at terminating the local property insurance fund effective January 2016 through the budget legislation; but the language was stricken just prior to budget adoption. She stated CVMIC, the League of Municipalities insurance company, and the Wisconsin Mutual Insurance Company had all collaborated to find alternate solutions in the event the local property insurance fund was dismantled. They have created another insurance company that would specialize in property insurance but be insulated from the dealings and the influence of the legislature. It would function as a separate company designed to deal with local governments. She indicated she will be seeking quotes from the local property insurance fund and the new insurance company.

Wausau on the Water, Inc. (WOW) Development Agreement and related budget modification

Groat stated this is project that has evolved because of a variety of challenges on that property. The initial plan was to redevelop the existing building, but it was found to be unsuitable for redevelopment so it is destined for demolition. The ED Committee has been working with the developer to come up with a design they would be happy with and a number of these processes has increased the costs. She indicated the developer has come back and

worked with the ED Committee on a final financial arrangement with the city. She noted what they thought was final is indicated in her staff report. Two modifications were made by ED before this meeting: the minimum value was changed from \$1.4 million to \$1,750,000 and they reduced the second loan \$354,000 to \$283,000.

CLOSED SESSION pursuant to Section 19.85(1)(e) of the Wisconsin Statutes for deliberating or negotiating the purchase of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session - Discussion and possible action on Development Agreement with Wausau on the Water, Inc. (WOW) and related budget modification

Motion by Mielke, second by Kellbach to move into closed session. Roll Call Vote: Ayes: Nagle, Kellbach, Mielke, Nutting, Oberbeck. Noes: 0. Motion carried unanimously.

RECONVENED back into open session to take action on closed item: Discussion and possible action regarding Wausau on the Water, Inc. (WOW) Development Agreement and related budget modification

Motion by Mielke, second by Nagle to approve the changes that the Economic Development Committee made at their earlier meeting and to modify the budget modification to increase the developer payment expenses for loan by \$283,000 rather than \$354,000; and to decrease the proceeds from notes revenue from \$625,000 to \$554,000. (The minimum value is increased from \$1,400,000 to \$1,750,000. There is \$804,000 in loans; \$325,000 in grants.) Motion carried 5-0.

Local area Premier Resort Tax

Mayor Tipple stated he was invited to a meeting with area municipalities to discuss the Premier Resort Tax. He noted one of the qualifications is that 40% of your equalized value of taxable property is tourist related retailers. None of the municipalities have that 40%, but can apply at the state legislative level to have that requirement waived. He indicated Rhinelander has done it and Lake Geneva is applying for it; Weston approved going forward just last week. He stated we are always looking for revenue sources and there are pros and cons to it, but we would like to move it forward like the other communities are doing.

Motion by Nagle, second by Mielke to propose support for the initiative by the local communities and ask the legislators to look into this. Motion carried 5-0.

2016 Budget Update

Groat indicated she and the Mayor have continued to meet with departments on the budgets and have not found any bad news and the deficit is going down. Oberbeck stated at the August 25th Finance meeting they will go into a planning session specifically dealing with fiscal issues and to set priorities.

June 2015 General Fund Financial Report

The narrative for the June 2015 General Fund Financial Report can be accessed online:
<http://www.ci.wausau.wi.us/Departments/Finance/MonthlyReports.aspx>

Report on Performance of Assessment Services Contract between the City of Wausau and the City of Schofield for 2012-2015

Nan Giese indicated they have finished the three year contract with the City of Schofield for assessment services and they are very pleased with our work. She stated her assessment team measured and listed over 792 residential properties, 212 commercial properties, and 70 mobile homes and sketched over 912 properties. We have entered all the data; created new files for every property in the City of Schofield that includes photos, legal descriptions, and addresses. We have provided them with an address for all the vacant properties in the city, which was never done before. Inspections were made; introductions to over 243 personal property accounts; verified 64 exempt properties; had over 100 sales and 120 building permits; and for three years completed all the state mandatory reports. In 2015 we did a complete city-wide revaluation for the City of Schofield and two days of Board of Review. Giese stated they want to discuss renewing the contract and suggested they convene in closed session to discuss the numbers.

CLOSED SESSION pursuant to 19.85(1)(e) of Wisconsin Statutes for deliberating or negotiating the purchase of public properties, the investing of public funds, or conducting other specified public business, wherever competitive or bargaining reasons requires a closed session - for providing continuing contract assessment services to the City of Schofield.

Motion by Nutting, second by Nagle to move into closed session. Roll Call Vote: Ayes: Nagle, Kellbach, Mielke, Nutting, Oberbeck. Noes: 0. Motion carried unanimously.

Meeting adjourned in closed session at 7:08 pm.

FINANCE COMMITTEE

Date and Time: Tuesday, September 8, 2015 @ 5:30 pm., Board Room

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

Others Present: Groat, Jacobson, Giese, Lindman, Schock, Werth, Seubert, Gisselman, Wagner, Neal, Goede, and Media

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 Oberbeck.

Public Comment

None

Minutes of previous meeting(s). (7/14/15 & 7/28/15)

Motion by Mielke, second by Nutting to approve the minutes of previous meetings on 7/14/15 and 7/28/15. Motion carried 5-0.

Discussion and possible action regarding sole source request Wausau/Everest Snow and Ice Plows \$57,996

Lindman stated this is a patented item that works very well with our vehicles and to switch over to a different type of plow would result in us needing to do additional work with our trucks to make them fit the trucks at additional cost. He indicated they were requesting replacement plows for four of the trucks for \$57,996.

Motion by Nagle, second by Mielke to authorize the purchase of snow and ice plows. Motion carried 5-0.

Discussion and possible action on Post Issuance Compliance Policy for Tax Exempt and Tax-Advantaged Obligations and Continuing Disclosure

Groat stated we switched bond counsel firms from Foley to Quarles & Brady and they have some continuing disclosure checklists they would like the city to complete each year and they recommend we adopt Post Issuance Compliance Policy. She explained there are things that the city does after we issue debt to comply with the IRS regulations as far as monitoring spend down; submitting disclosures to clearing houses so bond holders can see if we have had any changes in our financial status or of any of our borrowings. She noted it is somewhat of a housekeeping item.

Motion by Nagle, second by Kellbach to adopt the Post Issuance Compliance Policy for Tax Exempt and Tax-Advantaged Obligations and Continuing Disclosure. Motion carried 5-0.

Discussion and possible action on Budget Modification for the Purchase of Used Buses \$22,000

Greg Seubert, Metro Ride Director, stated he made a request to the Finance Committee about a year ago for funds for used buses. We used a process required by the Federal Transit Administration in which the resolution had to include the places from where we were going to buy the vehicles. We were able to execute a purchase from Ozaukee County for four vehicles, but we chose not to buy vehicles from Milwaukee County because they were not in as good of condition as we were led to believe. He indicated they were still in dire need of vehicles. The issue is that most of these vehicles are out for bid but they have all gone to an online bid system and we don't have money just sitting around for this purchase. If we want to bid we have to have money available, so he was requesting a sum of money not to exceed \$22,000 for the purchase of up to five buses. He stated these buses are used at peak times to alleviate crowding and we currently are short several vehicles. They experienced crowding all last school year and continue to do so. Seubert indicated the funds would come from their reserve account.

Motion by Nutting, second by Mielke to approve the budget modification of \$22,000 coming from the Metro Ride Reserves. Motion carried 5-0.

Discussion and possible action regarding July 2015 General Fund Monthly Financial Report

Groat stated financial statements are continuing to trend as they have throughout the year to date. She reviewed areas where the city could expect issues; we are doing really well with expenses and are under budget. The narrative report can be obtained online: <http://www.ci.wausau.wi.us/Departments/Finance/MonthlyReports.aspx>.

Motion by Nagle, second by Mielke to accept the report as presented. Motion carried unanimously.

Discussion and possible action on approving Pierringer Release and Settlement of Claims – Heather Detjens vs. Lorrie Jehn et al (City of Wausau), Marathon County Case No. 13CV401 and approving 2015 budget modification for same

Anne Jacobson stated this matter was previously taken up in closed session with direction to our outside counsel regarding the terms of what he could use to negotiate a settlement. She indicated he came in under that amount and has completed a Pierringer Release, which basically releases the city from any liability from the suit, but allows the suit to continue for the plaintiff to go after the dog owner. This settlement of claim will require a budget modification and transfer of funds of \$17,500 into the insurance deductible payment account.

Mielke questioned why the city was on the hook for this. Jacobson explained it is because our ordinance requires that we impound all animals and the dog was not impounded.

Motion by Kellbach, second by Nagle to approve the Pierringer Release and settlement of claim. Motion carried 5-0.

Discussion and possible action on Budget Modification Street and Utility Projects

Lindman stated the bids came in high this year compared to what we had budgeted and a budget modification was approved. The amount of money allocated in the budget modification brought the budget in line with each of the projects specific bid amounts. This leaves no contingency for changes in quantities or other small change orders. The asphalt paving project came in under budget so we are proposing to allocate some of those funds to the concrete repair project and to street projects A, B, D and E. He indicated the Department of Public Works is implementing a project tracking system to budget dollars for a project ahead of time, have those bids come in and still maintain that budget if it is over the bid. This way as payments and change orders come in we always know what the budget number is and can ask for funding ahead of time versus after the fact.

Lindman stated the second portion of the request had to do with three water department projects that were budgeted for 2015 but are not proposed to go this year. He requested reallocation of those funds to the Brown Street Tower painting; the water meter replacement project; and the additional Highland Tank Mixer project. He noted the Water Commission has approved these.

Motion by Nagle, second by Mielke to approve the budget modifications for street and utility projects. Motion carried 5-0.

Discussion and possible action on budget modification Public Access

Groat stated Public Access was successful in securing a donation for the financing of production equipment as well as the installation of the equipment at the Curling Club in the amount of \$7,000. The Curling Club was very interested in getting Public Access there because people love to watch events, especially Badger State Games. This will increase the budget for the revenue and increase the budget for the expense, which would allow them to purchase and install the necessary equipment so that they could televise events at the Curling Club.

Motion by Nagle, second by Kellbach to approve the budget modification for Public Access. Motion carried 5-0.

Presentation and discussion regarding TID #5 closure

Oberbeck noted this is not an action item; it is a presentation for information. Groat conducted a PowerPoint presentation regarding the possible impacts of TID #5 closure. (*Copy of presentation and recording on file.*) Discussion followed on the pros and cons of the TIF district; Oberbeck pointed out they have to look at all options to find revenue sources to match our expenses as we go into the budget process.

Informational Report on Budget Transfers below \$5,000

Groat stated our policy indicates that the Mayor has the authority to do budget modifications of less than \$5,000 and that we report them to the Finance Committee. She stated this was the report (in their packets) of those that have been approved so far. No action required.

2016 Budget Update

Groat stated we are continuing to scrub the budget through the individual departmental budgets and the deficit is shrinking. She indicated she had anticipated an increase in the levy and the deficit now is approximately \$800,000. She noted we still have the health insurance outstanding; we have not gotten word on our state aids yet. Oberbeck requested at the next meeting to be able to go over where she found the savings to reduce the deficit in more detail.

Groat commented she learned that the county is looking at a wheel tax. She stated years ago the sales tax was written so that municipalities were actually the benefactor of that half percent sales tax, but no municipality had ever implemented it. The Counties Association, in looking for revenue sources, saw that the availability was there and it wasn't being used by the municipalities, so they asked the Legislature if they could change it and give it to the counties and they did. She pointed right now we have an opportunity to do a wheel tax, too.

Adjournment

Motion by Nagle, second by Mielke to adjourn the meeting. Motion carried unanimously. Meeting adjourned at 6:45 pm.

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

RESOLUTION OF THE ECONOMIC DEVELOPMENT COMMITTEE	
Accepting the response from Wausau Mine Company/Dan Wage and Bridge Street Investment Group/Karen Hocking as satisfactory completing the intent of the signed Development Agreements.	
Committee Action:	ED Comm: Approved 5-0 Finance: Pending
Fiscal Impact:	None
File Number:	15-0920
Date Introduced:	September 22, 2015

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

RESOLUTION

WHEREAS, the City signed Development Agreements with Wausau Mine Company/Dan Wage (October 23, 2007) and Bridge Street Investment Group/Karen Hocking (February 13, 2008); and

WHEREAS, the Development Agreement with Wausau Mine Company/Dan Wage required a minimum value of \$985,100 by December 31, 2008. The current value is listed as \$812,400 but the land and construction value of the project totaled \$955,300; and

WHEREAS, the Development Agreement with Bridge Street Investment Group/Karen Hocking required a minimum value of \$1.2 million by August 13, 2009. The current value is listed as \$930,100 but the project has involved additional land acquisition and improvements that total \$1,097,600; and

WHEREAS, both parties substantially completed their proposed projects to the City's standards and both projects have exceeded their job creation requirements; and

WHEREAS, both projects involved a City construction/land acquisition process where the applicants worked cooperatively and/or purchased property from the City and whose circumstances are unique compared to other signed Development Agreements; and

NOW THEREFORE BE IT RESOLVED, by the Common Council of the City of Wausau that the City hereby accepts the response of Wausau Mine Company/Dan Wage and Bridge Street Investment Group/Karen Hocking as a satisfactory completion of their required investment as detailed in the Development Agreement.

Approved:

James E. Tipple, Mayor

Reconsideration of Compliance of the Developer Agreement between the Wausau Mine Company and the City of Wausau, dated October 23, 2007

The following values and facts were not all presented previously and are worthy of reconsideration to establish compliance of the developer agreement.

Job Creation: Developer Goal– 22 New employees

Actual new jobs– 25 New employees.

We went from a staff of 34 employees to a staff of 59 employees and have maintained the increase in staff for the past 7 years.

Property Value subject to Property Taxes:

<u>Prior Value</u>		<u>New Value</u>	
Land	\$108,000	Land	\$147,300
Building	\$225,600	Building	\$694,200
<i>Total</i>	\$333,600	<i>Total</i>	\$841,500

The Goal of the developer Agreement was \$985,100. The values of the improvements planned at the time permits were issued for new construction added up to over \$808,000. If you add the property value of \$147,300 to the improvements with the cost of construction at \$808,000, the total value of the property was \$955,300. On this basis the fair market value list in the **developer agreement was missed by less than \$30,000**

The final taxable value placed on Wausau Mine was clearly impacted by the economic times. And if you consider the improved values provided with the permit application, it is apparent the final taxable value was depressed. And if this developer agreement and any others were evaluated for compliance in 2008/2009, the economy would have been a sound basis to amend the contract to reflect compliance.

Other considerations:

- Redeveloped existing business and job retention
- **Positive TIF increment of greater than \$500,000**
- Allowed an existing business to become handicap compliant in new building
- Assisted an existing business with nominal tax payer money. In fact, the actual out of pocket cost to the city was fuel for equipment and possibly clean fill. Staff time, etc., are not additional costs to the city
- At the wish of the previous owner (Ron Wage), the city shifted the new road (Stewart Ave) south approximately 10 feet. Honoring this request ultimately saved the city substantial money by not taking the building and business (**The estimated relocation cost to the city would likely have approached \$400,000**). The minimal assistance the city provided to raze the existing structure pales in relocation costs
- If the old building was still in its existing location, access in and out of the west driveway, especially out, would have posed safety concerns as the sidewalk would have been virtually touching the building. With the relocation of the new building safety to bikers and walkers was greatly enhanced
- Wausau Mine has tried to be very generous to this community. We have been a recipient to the Red Cross 'real heroes' award. We have been recognized by the Office of the Governor with the 'Exemplary Employer Award' the past two years for our commitment to hiring people with special needs. And we have been proud to have provided a free meal to those in need at Easter for the past 26 years, this year feeding over 880 people
- **While the Stettin Mutual project is not directly part of this developer agreement, there is merit to consider it. An older aerial photo shows an older house that needed to be purchased and razed to enable parking and access for both projects. Without this element, would either project have happened?**

In summary, the above points need to be seriously considered as part of your review to establish compliance to the goals of the developer agreement written over 7 1/2 years ago. Wausau Mine acted in good faith to fully comply and action by the Economic Development Committee should affirm that conclusion. I appreciate your reconsideration of my request.

Thank you,

Dan Wage

Dan Wage

07-0922

CITY OF WAUSAU
OCT 23 2007
CITY CLERK

AGREEMENT BETWEEN THE CITY OF WAUSAU AND DAN WAGE-PRESIDENT OF WAUSAU MINE COMPANY

THIS AGREEMENT made this 23rd day of October, 2007, by and between the City of Wausau, a municipal corporation of the State of Wisconsin, hereinafter referred to as "CITY," and Dan Wage, the president of the Wausau Mine Company, hereinafter referred to as "Wausau Mine Company."

WITNESSETH:

WHEREAS, WAUSAU MINE COMPANY owns a certain property at the intersection of 39th Avenue and Stewart Avenue, which property is described and delineated on Exhibit A attached hereto and incorporated herein by reference, and hereinafter referred to as "PROPERTY"; and

WHEREAS, WAUSAU MINE COMPANY wishes to develop PROPERTY to encompass a new building and on-site parking; and

WHEREAS, the site is currently a blighted site because of the presence of functionally and structurally obsolete buildings and because of safety issues which must be addressed; and

WHEREAS, in order to induce WAUSAU MINE COMPANY to proceed with the commercial development, CITY is willing to provide in kind services, to eliminate the blight and prepare the site, in return for WAUSAU MINE COMPANY proceeding with his private commercial development; and

WHEREAS, the purpose of this agreement is to codify the arrangement between CITY and WAUSAU MINE COMPANY.

NOW, THEREFORE, the parties hereto agree as follows:

1. CITY OF WAUSAU.

- A. That CITY shall remove the two (2) existing buildings, including the restaurant and a house, and prepare the site.
- B. A new building will be constructed on site and ready for occupancy no later than December 31, 2008, and there will be a minimum of 22 new full-time jobs created equivalent within 18 months of completion of project.
- C. That the commercial building will have an actual fair market value (for real estate purposes) of at least \$985,100 no later than December 31, 2008.
- D. That the use of PROPERTY will be commercial.

AGRE # 1461

RECEIVED
OCT 23 2007
CITY OF WAUSAU
CITY CLERK

2. GRANT

- A. In order to complete the elimination of the blight and removal of 2 buildings on PROPERTY, the City of Wausau shall provide in kind services for demolition and on site preparation for new construction.
- B. That WAUSAU MINE COMPANY shall be responsible for all government licenses, approvals, zoning permits, and all applicable federal regulations. They shall also be responsible for all tipping fees, inspection fees, hazard material removal fees, and others as required.
- C. That should the commercial building not be completed as required in this agreement and not be valued at the dollar amount provided for in this agreement, that WAUSAU MINE COMPANY shall repay to CITY the actual cost up to \$10,000, within 30 days of the date not complied with.

3. REMEDY IN THE EVENT OF DEFAULT.

Both parties agree that, upon default of any of the provisions of this agreement, the defaulting party shall pay to the other treble damages and all actual attorney's fees and costs of litigation, in addition to the actual cost (in the case of WAUSAU MINE COMPANY) up to \$10,000 in money.

4. MISCELLANEOUS.

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

Owner: Dan Wage, 3904 W. Stewart Ave, Wausau, WI 54403
City: City of Wausau, 407 Grant Street, Wausau, WI 54403.

Notices given by mail are deemed delivered within three (3) 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.

- B. Captions and Interpretation. The captions of the articles and sections of this Agreement are to assist the parties in reading this Agreement and are not a part of the terms or provisions of this Agreement. Whenever required by the context of this Agreement, the singular includes the plural and the plural includes the singular.

- C. 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 DEVELOPER.
- D. Entire Agreement Amendment. All exhibits, addenda, and schedules attached to this Agreement are incorporated into this Agreement as though fully set forth in this Agreement and together with this Agreement contain the entire agreement between the parties with respect to the construction and development described herein. No subsequent alteration, amendment, change, or addition to this Agreement is binding upon either party unless it is in writing and signed by the party to be charged with performance.
- E. 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 permitted by law.
- F. Governing Law. This Agreement is governed by, and must be interpreted under, the internal laws of the State of Wisconsin. Any suit arising from or relating to this Agreement must be brought in Marathon County, Wisconsin.
- G. 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.

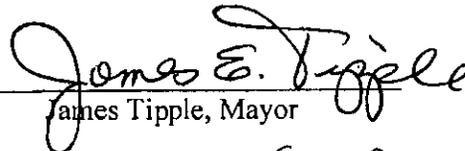
PRESIDENT

By:


Dan Wage, Wausau Mine Co.

CITY OF WAUSAU

By:


James Tipple, Mayor

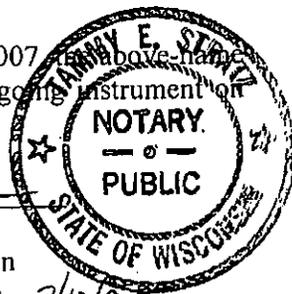
Attest:


Kelly Michaels-Saager, Clerk

STATE OF WISCONSIN)
) ss.
COUNTY OF MARATHON)

Personally came before me this 23RD day of October, 2007, the above-name Dan Wage, to me known to be the persons who executed the foregoing instrument on behalf of said company.

Tammy E. Strub



Notary Public, Wisconsin
My commission expires: 7/12/07

STATE OF WISCONSIN)
) ss.
COUNTY OF MARATHON)

Personally came before me this 23RD day of OCTOBER, 2007, the above-name James Tipple, Mayor, and Kelly Michaels-Saager, Clerk of the City of Wausau, to me known to be the persons who executed the foregoing instrument on behalf of said CITY.

Joan L. Heahlike
Joan L. Heahlike

Notary Public, Wisconsin
My commission expires: 5/10/09

Marathon County Land Record



Request: 29129073320966
PIN: 291-2907-332-0966
Parcel: 59-332907-005-007-00-00
Municipality: City of WAUSAU

Report Generated: 8/26/2015 at 10:09:54 AM

For reference purposes only.

No warranties are expressed or implied for the data provided.

View Type: Internal

Account: User

An Assessor's Property Record Card for this PIN is [available](#)

Tract Index may have instruments for this PIN [available](#)

Record Navigation Bar:	PIN	Address	Owner
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(1) General Parcel Information:

PIN 291-2907-332-0966
Parcel Number 59-332907-005-007-00-00
Parcel Status Active
Sale Type Undefined
Sale Date N/A
Sale Amount \$0.00
Transfer Tax \$0.00
Deed Type Quit Claim
Deed Reference 1481158WD 1481455QC
M779-110QC M496-386QC
Mailing Address DAN WAGE

3904 STEWART AVE
WAUSAU WI
54401

(2) Parcel Owners Names:

Owner # 1 WAGER LLC

(3) Parcel Addresses:

Address # 1 3904 STEWART AVE WAUSAU WI 54401

(4) Parcel Descriptions:

Year	Acre	Description
2008	0.75	SEC 33-29-7 PT OF NE1/4 NW1/4 DESD AS PCL (1) & PCLS (A&B) OF CSM VOL 29-112 EX DOC #1471519(ST) INCL OUTLOT (2) OF CSM 66-88 (14816) BEING PT OF LOT 1 BLK 2 BOREENS FIRST ADD

(5) Parcel Assessment:

Year	Use	Acre	Land Value	Improvement Value	Total Value
2010	COMMERCIAL	0.75	\$147,300.00	\$694,200.00	
	Totals for 2010	0.75	\$147,300.00	\$694,200.00	\$841,500.00
2009	COMMERCIAL	0.75	\$147,300.00	\$683,500.00	
	Totals for 2009	0.75	\$147,300.00	\$683,500.00	\$830,800.00
2008	COMMERCIAL	0.75	\$147,300.00	\$225,600.00	
	Totals for 2008	0.75	\$147,300.00	\$225,600.00	\$372,900.00

(6) Parcel Special Assessments:

Year	Description	Amount	Paid	Unpaid
2012	CURB AND GUTTER	\$280.62	\$280.62	\$0.00
	SIDEWALK	\$57.37	\$57.37	\$0.00
	Totals for 2012	\$337.99	\$337.99	\$0.00
2011	CURB AND GUTTER	\$303.79	\$303.79	\$0.00
	SIDEWALK	\$62.09	\$62.09	\$0.00
	Totals for 2011	\$365.88	\$365.88	\$0.00
2010	CURB AND GUTTER	\$326.95	\$326.95	\$0.00
	SIDEWALK	\$66.84	\$66.84	\$0.00
	Totals for 2010	\$393.79	\$393.79	\$0.00

(8) Recent Taxes:

[View](#) Payoff Statement (for current month of all unpaid taxes, interest, and penalty)

Year	Description	Due	Paid	Unpaid	Description	Value
2014					Fair Mkt. Value	812,400.00
	General Net	20,413.33			Wood Fair Mkt. Value	0.00
	Lottery Credit	0.00				
	General Tax	20,413.33	20,413.33	0.00	Land	147,300.00
	Special	0.00	0.00	0.00	Use Assessment	0.00
	Wood	0.00	0.00	0.00	Improvement	694,200.00
	Other	0.00	0.00	0.00	Wood	0.00
	Totals:	\$20,413.33	\$20,413.33	\$0.00	Total Assessed Value	\$841,500.00

Year	Description	Due	Paid	Unpaid	Description	Value
2013					Fair Mkt. Value	775,400.00
	General Net	20,211.98			Wood Fair Mkt. Value	0.00
	Lottery Credit	0.00				
	General Tax	20,211.98	20,211.98	0.00	Land	147,300.00
	Special	0.00	0.00	0.00	Use Assessment	0.00
	Wood	0.00	0.00	0.00	Improvement	694,200.00
	Other	0.00	0.00	0.00	Wood	0.00
	Totals:	\$20,211.98	\$20,211.98	\$0.00	Total Assessed Value	\$841,500.00

Year	Description	Due	Paid	Unpaid	Description	Value
2012					Fair Mkt. Value	791,300.00
	General Net	20,292.38			Wood Fair Mkt. Value	0.00
	Lottery Credit	0.00				
	General Tax	20,292.38	20,292.38	0.00	Land	147,300.00
	Special	337.99	337.99	0.00	Use Assessment	0.00
	Wood	0.00	0.00	0.00	Improvement	694,200.00
	Other	0.00	0.00	0.00	Wood	0.00
	Totals:	\$20,630.37	\$20,630.37	\$0.00	Total Assessed Value	\$841,500.00

Year	Description	Due	Paid	Unpaid	Description	Value
2011					Fair Mkt. Value	816,400.00
	General Net	20,899.40			Wood Fair Mkt. Value	0.00
	Lottery Credit	0.00				
	General Tax	20,899.40	20,899.40	0.00	Land	147,300.00
	Special	365.88	365.88	0.00	Use Assessment	0.00
	Wood	0.00	0.00	0.00	Improvement	694,200.00
	Other	0.00	0.00	0.00	Wood	0.00
	Totals:	\$21,265.28	\$21,265.28	\$0.00	Total Assessed Value	\$841,500.00

Year	Description	Due	Paid	Unpaid	Description	Value
2010					Fair Mkt. Value	826,300.00
	General Net	21,008.72			Wood Fair Mkt. Value	0.00

**Reconsideration of Compliance of the Developer Agreement
Between, Bridge Street Investment Group, LLC & the City of Wausau**

Dated: February 13, 2008

Whereas, Bridge Street Investment Group, LLC, feels the following facts & figures may not have been fully presented and considered and are worthy of reconsideration to establish compliance of this developer agreement.

New Job Creation: 24 (120%) (total 33.5 jobs)

Development Goal: 20

Subway 9 full time

Biggby 10 full time

Youngs – New positions, 5 (total positions 14.5 full time)

New Property Value: \$1,097,600 (91.5%)

Development Goal: \$1,200,000

Purchase 5 homes, 4 garages, Value \$290,000

Current: \$ 1,015,200

Purchase home for parking lot 405 Chicago Value \$89,700

Current: \$82,400

Old Property Value: \$ 379,700

Developers took a very distressed neighborhood and turned it into a successful development at **Zero Cost to the Taxpayers**...nearly tripling the tax base.

We followed our plan exactly as submitted to council.

Considerations:

1) We purchased all 6 buildings, 4 garages. Paid for Testing & Removal of asbestos in all homes, raising, dump trucks, tipping charges, basement fill, gas line removal, electric transformers and lines, water laterals, side walk & driveway removal. No investment or in-kind service was provided by the City for any portion of the project.

2) The city SOLD 3 remnant parcels to the developer. They no longer had to maintain the sidewalk/lawns or have liability for parcels and are now subject to property tax. Roughly 300' of sidewalks. Note: the city has a hard time giving these parcels away!

3) No one could have predicted the down turn in the economy.

In summary...

We feel we did everything we could possibly do to abide by the agreement in finishing and maintaining a beautiful building. Nearly tripling the tax base and adding jobs to the Wausau area.

Thank you for your time and consideration.

A handwritten signature in black ink, appearing to read "Karen Hocking". The signature is fluid and cursive, with the first name "Karen" written in a larger, more prominent script than the last name "Hocking".

Karen Hocking

Bridge Street Investment Group, LLC

2-13-08

Biggby
Young's
Subway

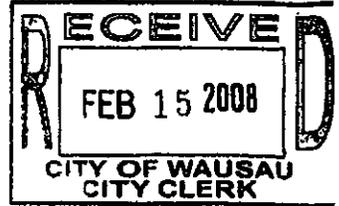
ABK-#
1404

Document No.

DEVELOPMENT AGREEMENT

Document Title

THIS AGREEMENT made this _____ day of _____, 2008, by and between the City of Wausau, a municipal corporation of the State of Wisconsin, hereinafter referred to as "CITY," and Bridge Street Investor's Group, LLC, hereinafter referred to as "OWNERS";



WITNESSETH:

WHEREAS, CITY is interested in encouraging development and redevelopment in Wausau; and

WHEREAS, OWNERS intend to redevelop most of the block bounded by Bridge Street, Chicago Avenue, North Fourth Street, and North Third Street to a commercial use which would generate job opportunities and more property tax revenue than the blighted properties currently located on that block; and

WHEREAS, OWNERS have asked CITY to provide limited assistance to help redevelop the site.

NOW, THEREFORE, it is agreed as follows:

1. DECLARATION OF AREA IN NEED OF REDEVELOPMENT.

The City Council declares that the block bounded by Bridge Street, Chicago Avenue, North Fourth Street, and North Third Street, (but for 309 Chicago Avenue), hereinafter referred to as "BLOCK," is in need of redevelopment.

2. OWNERS DEVELOPMENT AND RESPONSIBILITIES.

In consideration of the conditions set forth below, OWNERS shall develop on BLOCK a commercial building of at least 7,000 square feet to house various commercial retail businesses that will generate jobs equivalent to at least 20 full time positions within 36 months from date this agreement is signed and that the final fair market value of the development, as determined by the City of Wausau Assessment Department for property tax purposes, will be at least one million two hundred thousand dollars (\$1,200,000.00) within eighteen (18) months from date of this agreement is signed. 8/13/09

OWNERS shall be responsible for demolition of all dilapidated residential and accessory structures at OWNERS own cost. OWNERS shall be responsible for all site preparation, activities, and all other costs of whatever nature in order to prepare the site for construction.

OWNERS agree to indemnify and hold harmless CITY, its employees, agents, officers and officials, whether hired, appointed or elected, free and harmless from and against any and all judgments, damages, losses, costs, claims, expenses, suits, demands, deaths, actions and/or causes of action to which they may be exposed by reason of injury or injuries to anyone or of the death or deaths of anyone, or by reason of any personal injury and/or real property damage, or by reason of any other liability imposed by law or by anything or by anyone else upon the above-referenced entities and/or individuals as the result of and/or due to the demolition, disposal, and site preparation on the demised premises, including all environmental causes of action which might be brought, and/or due to the existence of this Agreement; specifically included within this indemnification and hold harmless section are attorneys' fees and other costs of defense which may be sustained by and/or occasioned to the above-referenced entities and/or individuals.

3. **CITY RESPONSIBILITIES.**

That in consideration of the above, and contingent upon the conditions set forth below, CITY shall sell (and owner shall purchase) remnant public property known as 1601 N. Third Street and 308 and 314 E. Bridge Street which consists of a total of approximately 7,834.57 square feet of land area (Exhibit A) for a total cost of two thousand dollars (\$2,000).

On or before 4/30/08 CITY shall consider rezoning the block to a UDD zoning classification and consider vacating all portions of the public alley running through BLOCK.

That the development is contingent upon the City Council's action in vacating the alley (Exhibit B) in the BLOCK and contingent upon the conveyance to OWNERS by the CITY of the excess property along Bridge Street and rezone property to UDD (Unified Development District) in accordance with attached material (Exhibit C).

4. **APPLICABLE LAW: INTERPRETATION.** This Agreement shall be interpreted and applied in accordance with and governed by the laws of Wisconsin.
5. **BINDING EFFECT.** This Agreement shall inure to the benefit of and shall be binding upon CITY and OWNERS and their respective successors and assigns.
6. **SEVERABILITY.** In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.
7. **AMENDMENT, CHANGES, AND MODIFICATIONS.** This Agreement may be amended or any of its terms modified only by written document duly authorized, executed and delivered by CITY and OWNERS.
8. **FURTHER ASSURANCES AND CORRECTIVE INSTRUMENTS.** CITY and OWNERS agree that they will, from time to time, execute, acknowledge, deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the land hereby conveyed or intended so to be, and for carrying out the expressed intention of this Agreement.
9. **TERM.** This Agreement shall terminate and be of no further force and effect upon the final occupancy of the buildings, and established fair market value thereon and the creation of the required jobs.
10. **DEFAULT.**
 - A. Should OWNERS fail to improve the property to a value of at least one million two hundred thousand dollars (\$1,200,000.00) within 18 months from date of this agreement, OWNERS shall pay CITY one thousand dollars per year for each year that OWNERS fail to achieve such value.
 - B. **Remedies on Default.** In the event of any default in or breach of this Agreement, or any of its terms or conditions, by any party hereto, or any successor in interest to such party, such party or successors shall cure or remedy such default or breach within 60 days of written notice of default describing the nature of the default. In case such action is not taken or is not diligently pursued, or the defaulted breach cannot be cured or remedied within the aforesaid time, the non-defaulting party may institute such proceedings as may be necessary or desirable in its opinion to cure the default or breach, or enforce the terms and conditions of this Agreement, including, but not limited to, proceedings to compel specific performance by the party in default or breach of its obligations.

If such a proceeding is commenced, the prevailing party in such proceeding shall be entitled to recover from the other party, its reasonable costs incurred in such proceeding, including attorney fees.

C. Rights and Remedies. The rights and remedies of the parties to this Agreement, whether provided by law or provided by this Agreement or any other instrument, shall be cumulative and the exercise by any party of any one or more of such remedies shall not preclude the exercise by it at the same or different times of any such remedies for the same event of default or breach or any of its remedies for any other event of default or breach by any other party. No Waiver made by either such party with respect to the performance or manner or time thereof, or any obligation of any other party of any condition to its own obligations under this Agreement shall be considered a waiver of any rights of any party making the waiver or any other obligations of any other party.

11. **NO PRIVATE RIGHT OR CAUSE OF ACTION.** Nothing contained herein shall be interpreted or construed to create any private right or any private cause of action by or on behalf of any person not a party hereto, except as may be provided in this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

BRIDGE STREET INVESTORS GROUP BY:

CITY OF WAUSAU BY:

William V. Schumacher
William V. Schumacher

James E. Tipple
James E. Tipple, Mayor

Karen Hocking
Karen Hocking

Kelly Michaels-Saager
Kelly Michaels-Saager, Clerk

STATE OF WISCONSIN)
) ss.
COUNTY OF MARATHON)

Personally came before me this 13 day of Feb, 2008, the above named James E. Tipple, Mayor, and Kelly Michaels-Saager, Clerk for the City of Wausau, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Kurti J. Schell

Notary Public, Wisconsin
My commission: 05/01/2011

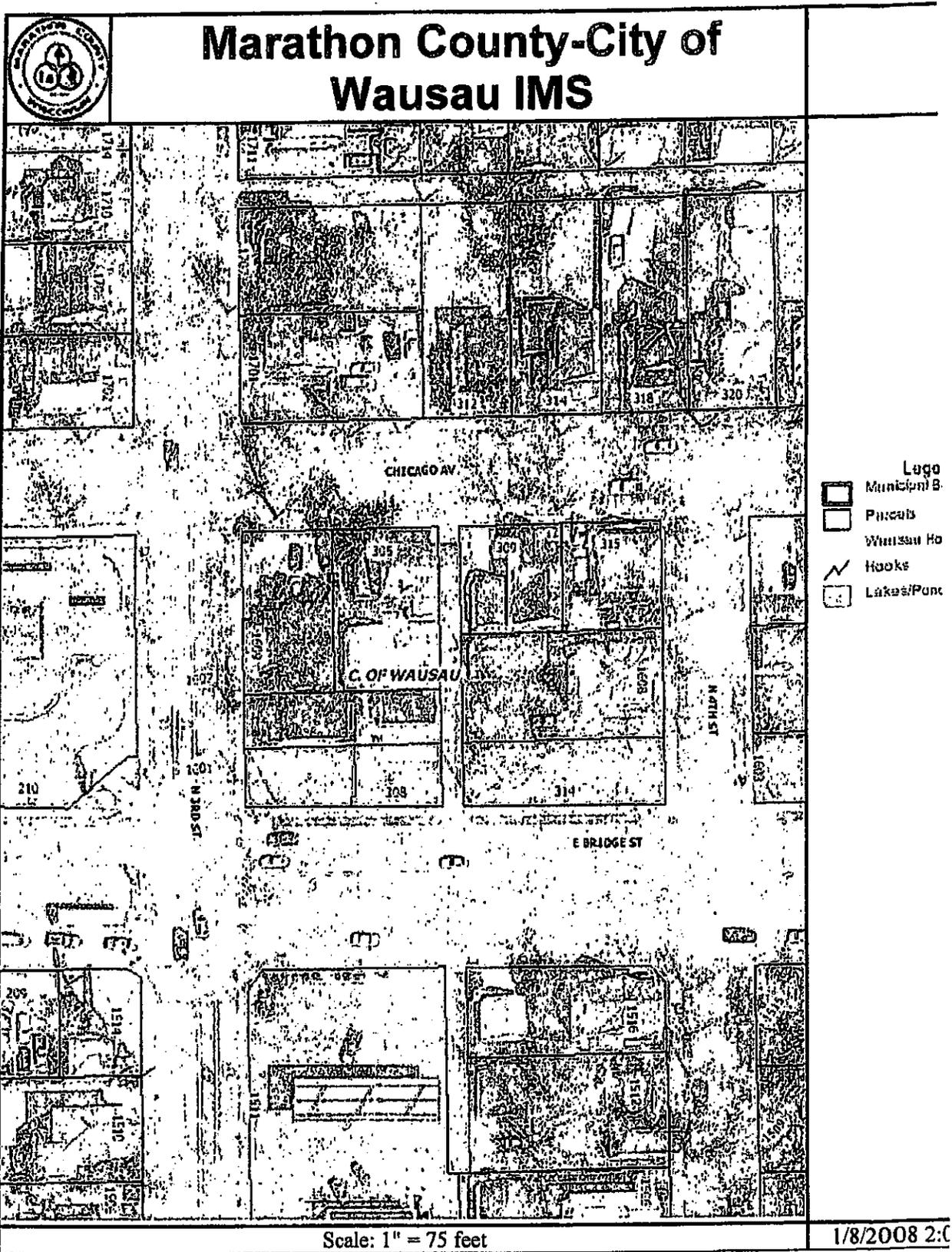
STATE OF WISCONSIN)
) ss.
COUNTY OF MARATHON)

Personally came before me this 7 day of February, 2008, the above named William Schumacher and Karen Hocking of Bridge Street Investor's Group, to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

Jon M. Beas

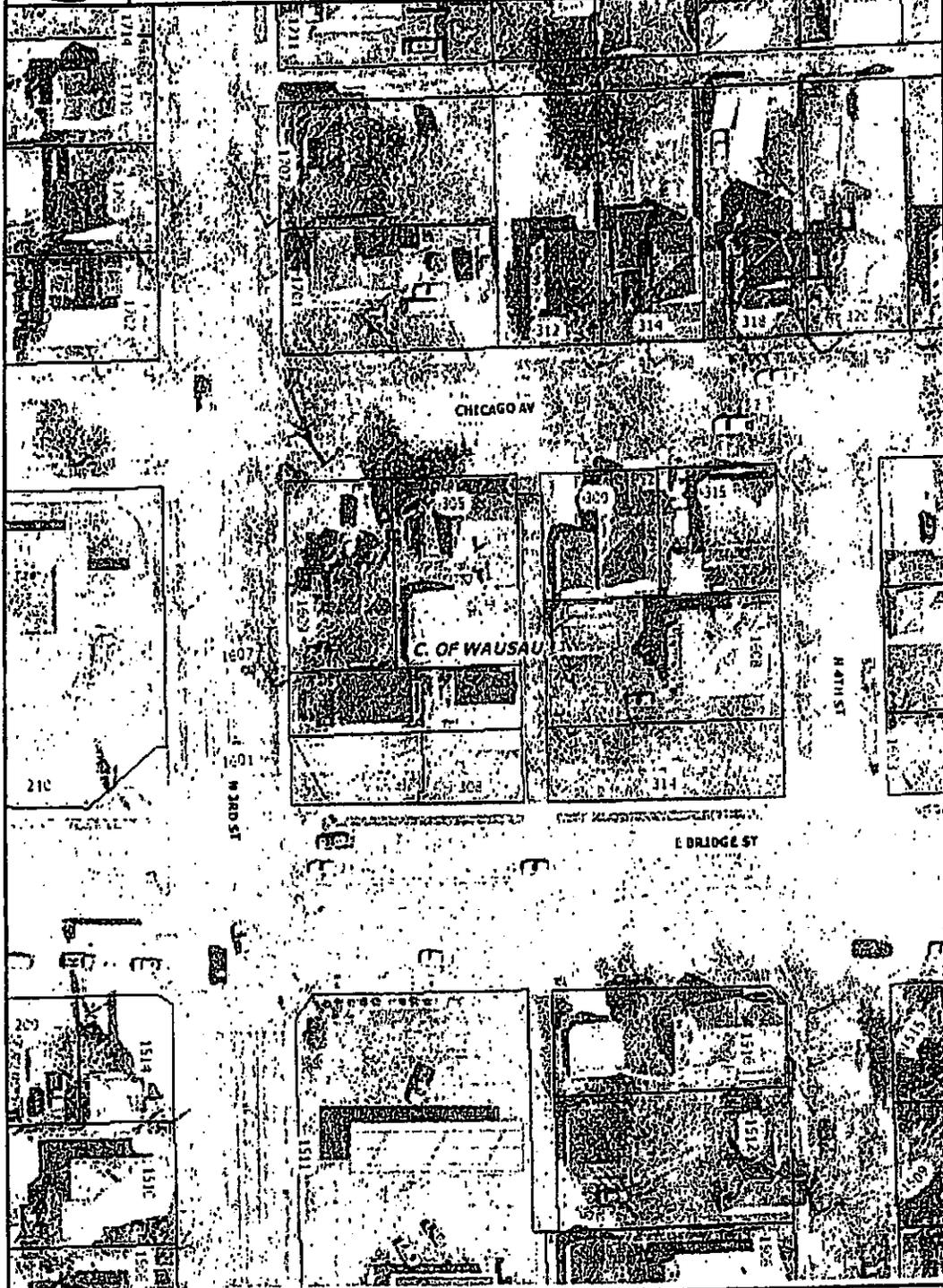
Notary Public, Wisconsin
My commission: January 25 2009

"EXHIBIT A"





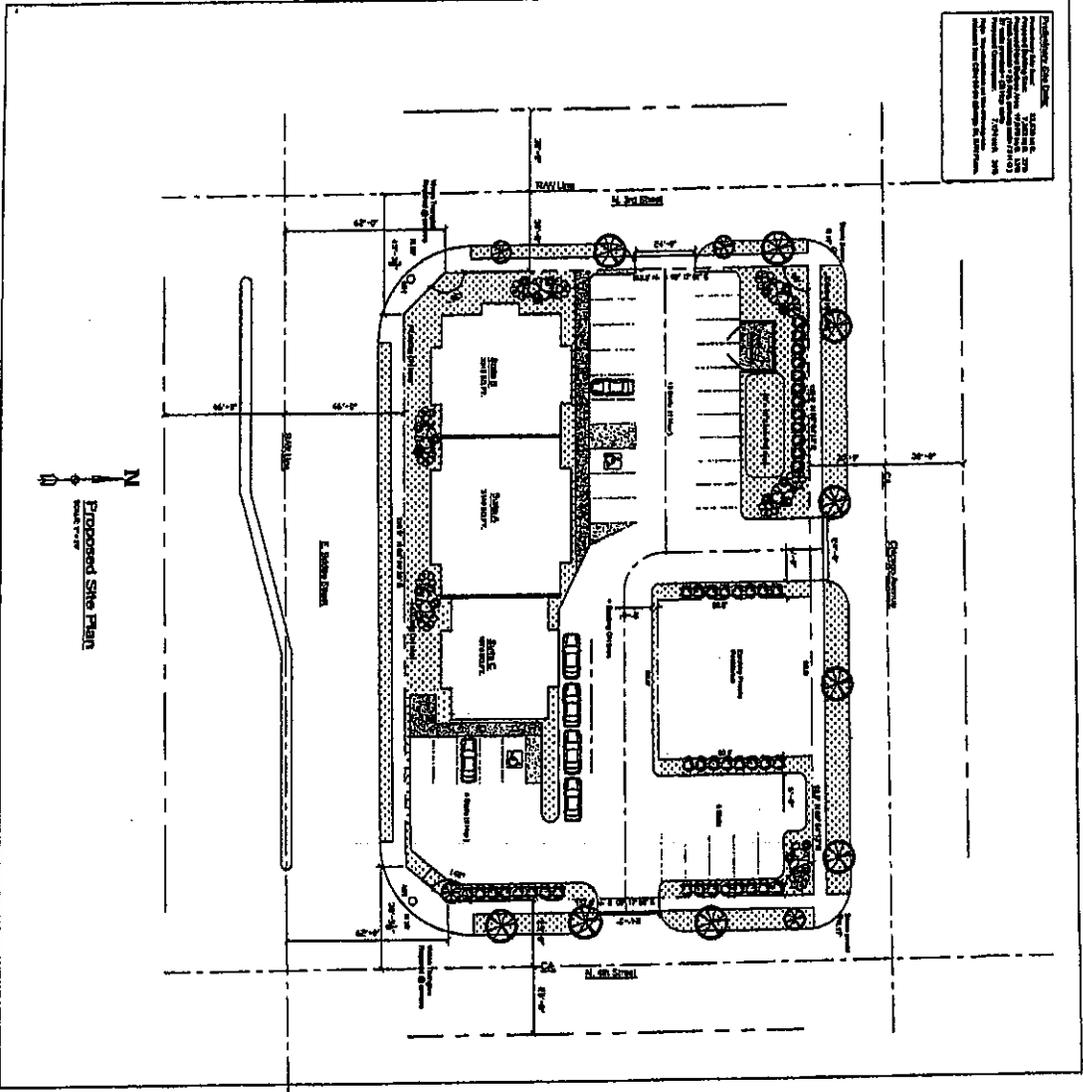
Marathon County-City of Wausau IMS



- Legend
- Municipal S
 - Parcels
 - Wausau Po
 - Hooks
 - Lake's Park

Scale: 1" = 75 feet

1/8/2008 2:00



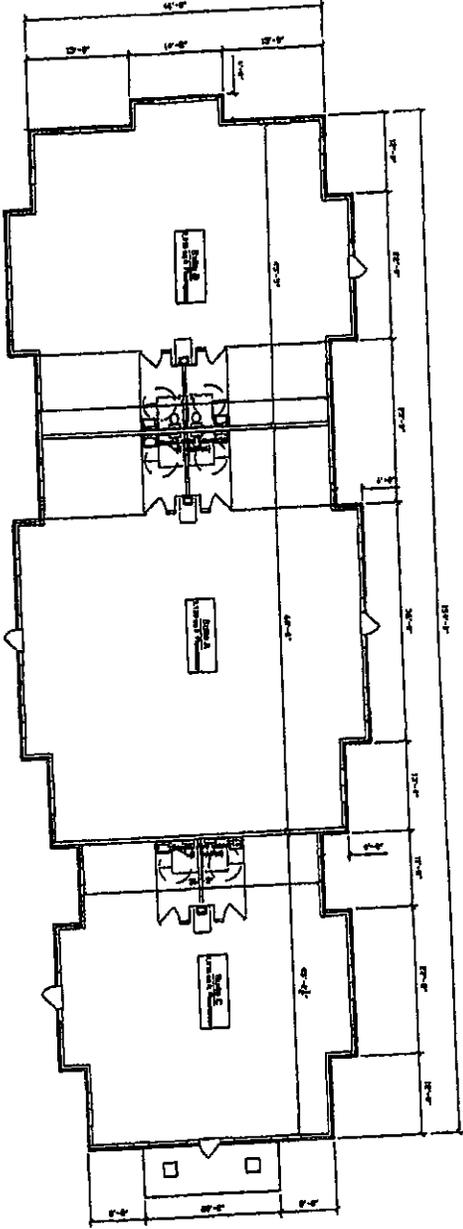
DEVELOPER: [Name]
 ARCHITECT: [Name]
 ENGINEER: [Name]
 DATE: [Date]
 SHEET NO. [Number]

N
 Proposed Site Plan
 SCALE: [Scale]

[Vertical text or stamp]

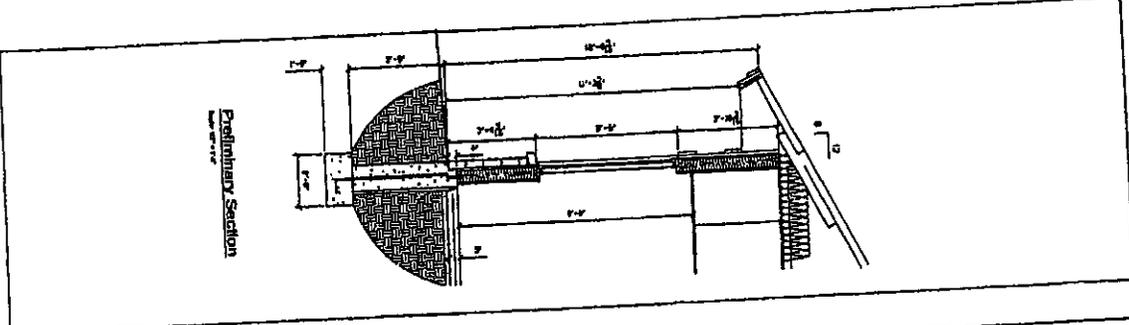
PROJECT Proposed Urban Development	CONSOLIDATED BUILDING SERVICE, INC. 100 S. 1st St. - 1st Floor Norfolk, VA 23502-1444	PL. 073 645-2774 FAX. 073 645-2774 DIAL. 073 645-2774
SHEET NO. 010 TOTAL SHEETS 010	DATE: 01/15/00	DRAWN BY: [Name] CHECKED BY: [Name]

CONSTRUCTION NOTES:
 1. All dimensions are in feet and inches.
 2. All work shall be in accordance with the latest editions of the Building Code of the City of Washington.
 3. All work shall be in accordance with the latest editions of the National Building Code of the United States.
 4. All work shall be in accordance with the latest editions of the International Building Code.
 5. All work shall be in accordance with the latest editions of the International Mechanical Code.
 6. All work shall be in accordance with the latest editions of the International Fire Code.
 7. All work shall be in accordance with the latest editions of the International Electrical Code.
 8. All work shall be in accordance with the latest editions of the International Plumbing Code.
 9. All work shall be in accordance with the latest editions of the International Fire and Safety Code.
 10. All work shall be in accordance with the latest editions of the International Fire and Safety Code.



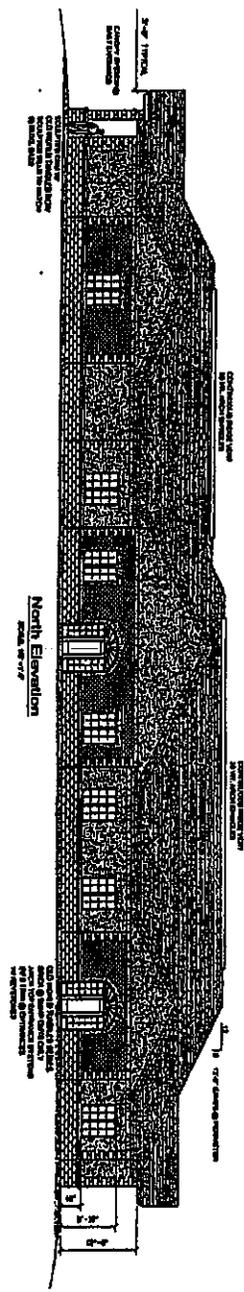
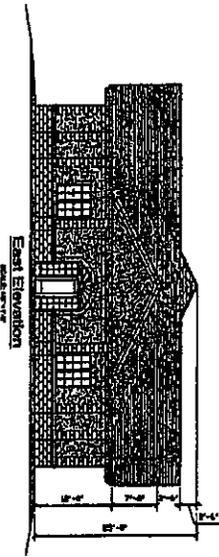
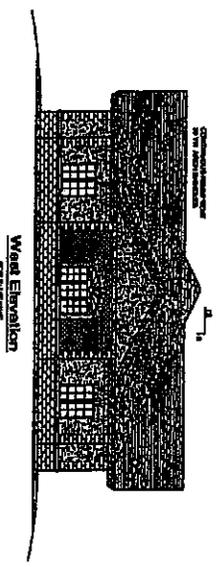
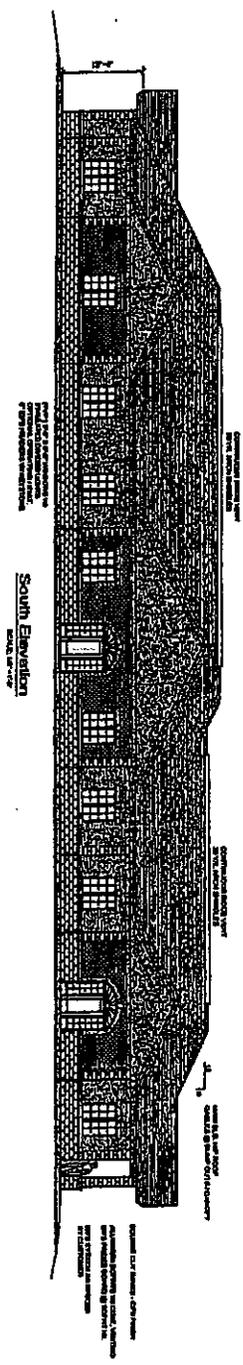
Preliminary Floor Plan

ARCHITECT



PROJECT Proposed Urban Development SHEET NO. 110 DATE 11/10/11 DRAWN BY ALD CHECKED BY ALD APPROVED BY ALD PREPARED BY ALD	 CONSOLIDATED BUILDING SERVICE, INC. 1100 14th St. N.W. Washington, D.C. 20005 TEL: 202-462-1100 FAX: 202-462-1101 WWW.CBSA.COM	DESIGNER ARCHITECT ENGINEER PLUMBER ELECTRICIAN MECHANICAL SANITARY STRUCTURAL CIVIL LANDSCAPE ARCHITECT HISTORIC PRESERVATION INTERIOR DESIGNER ENVIRONMENTAL ENGINEER GEOTECHNICAL ENGINEER TRANSPORTATION ENGINEER WATER RESOURCES ENGINEER WIND ENGINEER SOIL REMEDIATION ENGINEER VIBRATION ENGINEER ENVIRONMENTAL SCIENTIST ENVIRONMENTAL TOXICOLOGIST ENVIRONMENTAL HEALTH RISK ASSESSOR ENVIRONMENTAL POLICY ANALYST ENVIRONMENTAL ECONOMICS ANALYST ENVIRONMENTAL LEGAL COUNSEL ENVIRONMENTAL PLANNING ENVIRONMENTAL QUALITY MANAGEMENT ENVIRONMENTAL MONITORING ENVIRONMENTAL INVESTIGATION ENVIRONMENTAL RESTORATION ENVIRONMENTAL IMPACT ASSESSMENT ENVIRONMENTAL RISK ASSESSMENT ENVIRONMENTAL COMPLIANCE ENVIRONMENTAL TRAINING ENVIRONMENTAL CONSULTING ENVIRONMENTAL SERVICES ENVIRONMENTAL SOLUTIONS ENVIRONMENTAL INNOVATION ENVIRONMENTAL LEADERSHIP ENVIRONMENTAL EXCELLENCE ENVIRONMENTAL INTEGRITY ENVIRONMENTAL TRANSPARENCY ENVIRONMENTAL ACCOUNTABILITY ENVIRONMENTAL RESPONSIBILITY ENVIRONMENTAL ETHICS ENVIRONMENTAL FAITHFULNESS ENVIRONMENTAL COURAGE ENVIRONMENTAL HONESTY ENVIRONMENTAL INTEGRITY ENVIRONMENTAL TRANSPARENCY ENVIRONMENTAL ACCOUNTABILITY ENVIRONMENTAL RESPONSIBILITY ENVIRONMENTAL ETHICS ENVIRONMENTAL FAITHFULNESS ENVIRONMENTAL COURAGE ENVIRONMENTAL HONESTY
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LEXINGTON, VA



<p>PROJECT Proposed Urban Development</p>		<p>CONSOLIDATED BUILDING SERVICE, INC.</p> <p>1000 COMMONWEALTH AVENUE FLOOR 1000 ALEXANDRIA, VA 22304-1444</p>		<p>PH 703-643-4274 FAX 703-643-4274 CITY OF ALEXANDRIA</p>	<p>REVISIONS</p>
<p>DATE: 11/11/94</p>	<p>BY: J. H. HARRIS</p>	<p>SCALE: AS SHOWN</p>	<p>PROJECT NO: 94-001</p>	<p>DATE: 11/11/94</p>	<p>NO. 1</p>
<p>PROJECT NO: 94-001</p>	<p>DATE: 11/11/94</p>	<p>SCALE: AS SHOWN</p>	<p>PROJECT NO: 94-001</p>	<p>DATE: 11/11/94</p>	<p>NO. 1</p>
<p>PROJECT NO: 94-001</p>	<p>DATE: 11/11/94</p>	<p>SCALE: AS SHOWN</p>	<p>PROJECT NO: 94-001</p>	<p>DATE: 11/11/94</p>	<p>NO. 1</p>

Marathon County Land Record



Request: 29129072520578
PIN: 291-2907-252-0578
Parcel: 59-7535-020-001-02-00
Municipality: City of WAUSAU

Report Generated:
 8/26/2015 at 10:30:45 AM



For reference purposes only.

No warranties are expressed or implied for the data provided.

View Type: Internal

Account: User

An Assessor's Property Record Card for this PIN is [available](#)

Tract Index may have instruments for this PIN [available](#)

Record Navigation Bar:	PIN	Address	Owner
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(1) General Parcel Information:

PIN 291-2907-252-0578
Parcel Number 59-7535-020-001-02-00
Parcel Status Active
Sale Type Undefined
Sale Date N/A
Sale Amount \$0.00
Transfer Tax \$0.00
Deed Type Warranty Deed
Deed Reference 1520744QC 1507163WD
 1493605QC
Mailing Address BRIDGE STREET INVESTMENT
 GROUP LLC
 2616 NIGHTINGALE LN
 WAUSAU WI
 54401

(2) Parcel Owners Names:

Owner # 1 BRIDGE STREET INVESTMENT GROUP
 Owner # 2 LLC

(3) Parcel Addresses:

Address # 1 300 E BRIDGE ST WAUSAU WI 54403
 Address # 2 320 E BRIDGE ST WAUSAU WI 54403
 Address # 3 310 E BRIDGE ST WAUSAU WI 54403

(4) Parcel Descriptions:

Year	Acre	Description
2009	0.759	A WARREN JRS 2ND ADD PT OF BLK 20 DESD AS LOT (1) OF CSM VOL 68-87(15165) INCL E1/2 OF VAC ALLEY LYG W & ADJ TO LOT 4 BLK 20

(5) Parcel Assessment:

Year	Use	Acre	Land Value	Improvement Value	Total Value
2011	COMMERCIAL	0.75	\$261,200.00	\$754,000.00	
	Totals for 2011	0.75	\$261,200.00	\$754,000.00	\$1,015,200.00
2010	COMMERCIAL	0.75	\$261,200.00	\$696,700.00	
	Totals for 2010	0.75	\$261,200.00	\$696,700.00	\$957,900.00
2009	COMMERCIAL	0.75	\$261,200.00	\$536,000.00	

Totals for 2009 0.75 \$261,200.00 \$536,000.00 \$797,200.00

(6) Parcel Special Assessments:

Year	Description	Amount	Paid	Unpaid
2013	DELINQUENT UTILITY	\$989.65	\$989.65	\$0.00
	Totals for 2013	\$989.65	\$989.65	\$0.00
2011	DELINQUENT UTILITY	\$1,250.99	\$1,250.99	\$0.00
	Totals for 2011	\$1,250.99	\$1,250.99	\$0.00

(8) Recent Taxes:

[View](#) Payoff Statement (for current month of all unpaid taxes, interest, and penalty)

Year	Description	Due	Paid	Unpaid	Description	Value
2014					Fair Mkt. Value	980,100.00
	General Net	24,641.92			Wood Fair Mkt. Value	0.00
	View Lottery Credit	0.00				
	Tax Bill PDF General Tax	24,641.92	24,641.92	0.00	Land	261,200.00
	Special	0.00	0.00	0.00	Use Assessment	0.00
	Wood	0.00	0.00	0.00	Improvement	754,000.00
	Other	0.00	0.00	0.00	Wood	0.00
	Totals:	\$24,641.92	\$24,641.92	\$0.00	Total Assessed Value	\$1,015,200.00
2013					Fair Mkt. Value	935,400.00
	General Net	24,398.73			Wood Fair Mkt. Value	0.00
	View Lottery Credit	0.00				
	Tax Bill PDF General Tax	24,398.73	24,398.73	0.00	Land	261,200.00
	Special	989.65	989.65	0.00	Use Assessment	0.00
	Wood	0.00	0.00	0.00	Improvement	754,000.00
	Other	0.00	0.00	0.00	Wood	0.00
	Totals:	\$25,388.38	\$25,388.38	\$0.00	Total Assessed Value	\$1,015,200.00
2012					Fair Mkt. Value	954,600.00
	General Net	24,496.12			Wood Fair Mkt. Value	0.00
	View Lottery Credit	0.00				
	Tax Bill PDF General Tax	24,496.12	24,496.12	0.00	Land	261,200.00
	Special	0.00	0.00	0.00	Use Assessment	0.00
	Wood	0.00	0.00	0.00	Improvement	754,000.00
	Other	0.00	0.00	0.00	Wood	0.00
	Totals:	\$24,496.12	\$24,496.12	\$0.00	Total Assessed Value	\$1,015,200.00
2011					Fair Mkt. Value	984,900.00
	General Net	25,229.08			Wood Fair Mkt. Value	0.00
	View Lottery Credit	0.00				
	Tax Bill PDF General Tax	25,229.08	25,229.08	0.00	Land	261,200.00
	Special	1,250.99	1,250.99	0.00	Use Assessment	0.00
	Wood	0.00	0.00	0.00	Improvement	754,000.00
	Other	0.00	0.00	0.00	Wood	0.00
	Totals:	\$26,480.07	\$26,480.07	\$0.00	Total Assessed Value	\$1,015,200.00
2010					Fair Mkt. Value	940,600.00
	General Net	23,925.33			Wood Fair Mkt. Value	0.00
	View Lottery Credit	0.00				
	Tax Bill PDF General Tax	23,925.33	23,925.33	0.00	Land	261,200.00
	Special	0.00	0.00	0.00	Use Assessment	0.00
	Wood	0.00	0.00	0.00	Improvement	696,700.00
	Other	0.00	0.00	0.00	Wood	0.00



TO: FINANCE COMMITTEE MEMBERS
FROM: MARYANNE GROAT
DATE: September 16, 2015

SUBJECT: 2016 Room Tax Fund Budget

Purpose: To present for Committee consideration the Room Tax Applications submitted at the end of August for consideration in the 2016.

Background Information

The City of Wausau collects and disburses room tax based upon the Wausau Code, the room tax policy and the CVB contract. The City's room tax rate of 8% is the maximum allowed by Wisconsin Statutes. The City of Wausau is exempt from the state provision regulating expenditure of 70% of room tax on tourism promotion and development, since our rate was established prior to May 13, 1994. In 2014, the City initiated a change to our ordinance which allows hotels to retain 1% of the room tax funds they collect.

Attached is a copy of the room tax policy. The policy guarantees funding to those entities outlined in the Continuing Appropriation section of the policy. The City has a written contract with the CVB that commits room tax for CVB and Sports Authority operations. These funds are percentage based on room taxes collected and remitted quarterly. The CVB presented a new program "Business means Business" to the Common Council which was approved in 2015. In speaking with the CVB Director, they will not be implementing this program or requesting these funds in 2016 due to the new legislation adopted by the State of Wisconsin in the budget bill.

2016 will be the last year the City will be able to entertain applications for Room Tax because beginning in 2017 funds will need to be remitted to a commission for allocation to tourism.

Twice per year, August and February, not-for-profits can apply for room tax funds. The continuing appropriation members complete an abbreviated application each fall. The City includes the August applications and funding for continuing appropriation entities within the next years budget. After the February applications are compiled, the committee considers the additional applications and makes any final adjustments to the allocations as deemed appropriate.

A history of room tax collections is:

2014	\$809,198
2013	\$767,192
2012	\$739,569
2011	\$692,704

Attached is a proposed budget that includes the following:

- Room Tax Revenue of \$750,000
- Continuing Contribution Recipients funding equal to 2015 levels.
- Includes one new room tax request for the Center Stage Band and Show Choir, Inc.
- Includes an increase to the General Fund from \$168,800 to \$187,500
- Includes level contribution to the 400 Block Fund
- Other non Continuing Contribution Recipients include:
 - Wausau Kayak and Canoe \$12,000
 - Wausau Events Winterfest \$4,000

CITY OF WAUSAU, WISCONSIN ROOM TAX POLICIES

The City of Wausau maintains a room tax to assist with funding services necessary to support and attract visitors that would otherwise be borne by local taxpayers as well as to promote, protect, preserve and invest in activities and facilities that make Wausau a more attractive, safe and compelling destination for visitors and residents alike.

City of Wausau ordinance 3.25.030 Collection and Distribution shall be followed.

The annual budget for room tax revenues shall be determined by the Finance Director and approved by the Finance Committee based on actual receipts from the prior full calendar year for which data is available as the city's budget is being prepared along with reasonable projections. The following annual distributions shall occur:

CONTINUING ANNUAL APPROPRIATIONS:

The city shall contribute an amount equal to 31.25% of actual current collections to the Wausau/Central Wisconsin Convention & Visitors Bureau, and an additional 6.25% for Badger State Games as governed by agreement with CWCVB.

In addition to the CWCVB, the City of Wausau recognizes other not-for-profit organizations that have demonstrated their significance as a destination for visitors and residents. These organizations shall receive an annual allocation of room tax revenues which shall be apportioned as follows:

Wausau Area Events: An amount of \$65,600 but not greater than 10.25% of immediate prior year collections. It is intended that this amount be used to fund operating expenses. Additional amounts for specific events such as Chalkfest, Concerts on the Square, Wausau Hot Air Balloon Rally & Glow and certain other events will be funded separately through the Room Tax Grants portion.

Wausau Main Street: An amount of \$30,000 but not greater than 5% of immediate prior year collections, however, the total City contribution to Main Street shall not exceed one-third of the annual Main Street budget.

Grand Theater – Performing Arts Foundation: An amount of \$45,000 but not greater than 6.5% of immediate prior year collections.

Leigh Yawkey Woodson Art Museum: An amount of \$30,100 but not greater than 4.30% of immediate prior year collections.

Marathon County Historical Society: An amount of \$21,000 but not greater than 3% of immediate prior year collections.

Center for the Visual Arts: An amount of \$10,000 but not greater than 1.5% of immediate prior year collections.

Wausau Concert Band: An amount of \$6,500 but not greater than 1% of immediate prior year collections.

Each organization shall submit complete annual financial reports and include the City logo on promotional materials.

In addition to these allocations the City of Wausau operations will benefit from Room Tax Collections as follows:

- General Fund will be allocated a sum of 25% of projected room tax collections to offset operating costs.

ROOM TAX GRANT PROGRAM:

To the extent that funds are available, the Finance Committee will consider, semi-annually (August 30th and February 28th) applications for room tax grants from outside organizations which clearly show benefits to the City of Wausau in the following categories: economic development, tourism and special community events or projects which enhance the quality of life.

There are three categories in which grants are awarded. Capital projects, Events, and Marketing efforts:

Capital costs associated with acquisition, restoration, enhancement, construction or expansion of existing facilities, sites or attractions for the purpose of accommodating tourism or increased tourism attraction, or for the purpose of providing new or increased programming.

Events including festivals, celebrations, shows, performances, special exhibits or displays and other events, particularly those that will attract outside visitors will be considered in this category. The maximum grant available is \$15,000.

Marketing efforts including the development and implementation of a marketing plan designed to increase visitation to an attraction or event. The maximum grant available is \$7,500.

All organizations should attempt to demonstrate their plan towards event self-sufficiency. Interested organizations must submit timely and meet the requirements and specifications identified within the applications instructions. The Finance Committee will review the funding requests and forward a recommendation to Common Council for incorporation within the annual budget.

OTHER:

Any monies remaining at yearend will stay within the segregated room tax fund for allocations in subsequent budget cycles.

120.151.251 - ROOM TAX FUND

							20153 - 2015 Budget	2015 - 2015 Modified	255 - 2015 Estimated	2016 BUDGET BASED	2016 BUDGET BASED
		928 - 2012 Actual	923 - 2013 Actual	919 - 2014 Actual	Adopted	Budget	Actual	UPON FORMULA	UPON 2015 YEAR	ALLOCATION	
EXPENSES											
151.000000000151092190 - CVB	Contract	276,844	289,040	303,916	265,125	304,688	309,375	281,250	265,125		
151.000000000151097200 - DREAM FLIGHT		5,000	5,000				5,000				
151.000000000151097200 - CENTRAL STAGE, BAND AND SHOW CHOIR, INC								5,000	5,000		
151.000000000151097202 - HISTORICAL SOCIETY DONATION	Continuing Appropriation	21,000	21,074	23,123	22,800	23,123	23,123	24,750	23,123		
151.000000000151097203 - PERF ARTS FOUN- GRAND THEATER	Continuing Appropriation	45,000	46,493	50,100	77,075	77,775	77,775	53,625	50,100		
151.000000000151097205 - WAUSAU CONCERT BAND DONATION	Continuing Appropriation	6,500	6,942	7,708	7,600	7,708	7,708	8,250	7,708		
151.000000000151097209 - VFW		5,000									
151.000000000151097210 - WAUSAU AREA EVENTS	Continuing Appropriation	65,600	70,636	79,004	77,900	79,004	79,004	84,563	79,004		
151.000000000151097211 - WAUSAU KAYAK/CANOE		20,000	7,138	12,000	12,000	12,000	12,000	12,000	12,000		
151.000000000151097212 - JAYCEES - 4TH OF JULY	February Applicant	2,964	4,164	7,700	7,700	7,700	7,700				
151.000000000151097213 - CENTER FOR THE VISUAL ARTS	Continuing Appropriation	10,000	10,537	11,562	11,400	11,562	11,562	12,375	11,562		
151.000000000151097219 - ARTRAGEOUS WEEKEND	February Applicant	1,284	1,487	3,000		4,500	4,500				
151.000000000151097224 - LEIGH YAWKEY WOODSON MUSEUM	Continuing Appropriation	30,100	30,923	33,143	32,680	33,143	33,143	35,475	33,143		
151.000000000151097233 - WAUSAU DANCE THEATER		6,422									
151.000000000151097234 - MAIN STREET PROGRAM	Continuing Appropriation	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000		
151.000000000151097241 - FESTIVAL OF ARTS	February Applicant	4,041	2,974	5,000		5,000	5,000				
151.000000000151097243 - GUS MACKER		4,281	3,569								
151.000000000151097244 - WAUSAU COMMUNITY THEATER	February Applicant	2,500	1,487	2,500		2,500	2,500				
151.000000000151097248 - CHALK FEST	February Applicant	1,700	595	800		1,000	1,000				
151.000000000151097249 - BALLOON RALLY (WAE)	February Applicant	4,281	4,164	10,000		10,000	10,000				
151.000000000151097252 - MARKET PLACE THURSDAYS	February Applicant	4,281	3,569	6,000		6,000	6,000				
151.000000000151097253 - WAE - WINTERFEST		5,000	5,000	7,000				4,000	4,000		
151.000000000151097254 - WAE - BRANDING PROJECT			8,623		5,000	10,000					
151.000000000151097255 - WAE - SCREEN ON THE GREEN	February Applicant			3,000		3,000	3,000				
151.000000000151097256 - FRIENDS OF WAUSAU ICE HOCKEY				75,000							
151.000000000151097257 - WAUSAU EVENTS SPRING FESTIVAL						(5,000)	5,000				
151.000000000151097258 - MAIN STREET - FIRST THURSDAYS	February Applicant					2,500	2,500				
151.000000000151097299 - ROOM TAX RETAINED BY HOTELS				1,244			8,250	7,500	7,500		
151.000000000151099210 - TRANSFER TO GENERAL FUND		175,000	175,000	180,000	168,800	168,800	168,800	187,500	187,500		
151.000000000151099220 - TRANSFER TO 400 BLOCK FUNC					31,200	31,200	31,200	31,200	31,200		
151.000000000151099240 - TRANSFER TO CAPITAL PROJECTS						5,000	5,000				
TOTAL EXPENSES		726,798	728,415	851,800	749,280	831,203	849,140	777,488	746,965		
REVENUES											
151.000000000151081210 - ROOM TAX		738,250	770,774	810,442	727,000	750,000	825,000	750,000	750,000		
151.000000000151088130 - INTEREST ON ACCOUNTS RECEIVABL		1,251	562	269							
TOTAL REVENUES		739,501	771,336	810,711	727,000	750,000	825,000	750,000	750,000		



**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.

Ongoing Sole Source – 365 days

One Time Sole Source Request

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

Environmental testing on additional Riverfront properties: These properties are in contiguous with the other Riverfront brownfields properties. Stantec had previously received the contract for testing along the riverfront and continuing the project with them would be seamless rather than pulling a new environmental consultant. In order to utilize Federal Community Development Block Grant funds, the testing for these additional parcels require a separate contract.

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

The Stantec proposal is to complete DNR required subsurface site investigation activities in two contiguous areas adjacent to the Wisconsin River. The first bid is on the riverbank and bi-modal trail easement and the second bid covers the additional testing by DNR required to determine the extent and boundary of the contamination "hot spot".

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.

Stantec has been the consultant for the City from the beginning of this Riverfront Project and for continuity purposes. In normal circumstances we would have requested a change order from Finance committee but due to the potential for using block grant funds a bids and new contract need to be secured.

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

5. How did you determine that the sole source vendor's price was reasonable? The price is right in line with the other testing costs associated with the other riverfront properties.

The bids were reviewed by Kevin Fabel, Environmental Engineer for the City and also by staff of REI Engineering.

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.

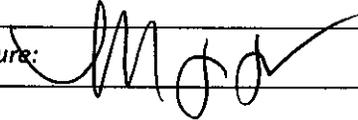
Department: *Community Development Department*

Preparer: *Ann Werth*

Vendor Name: *Stantec*

Expected amount of purchase or contract: *\$37,048*

Department Head Signature:  **Date:**

Finance Director Signature:  **Date:** *9/18/15*



Stantec Consulting Services Inc.
12075 Corporate Parkway Suite 200, Mequon WI 53092-2649

September 14, 2015
File: 193702632

Attention: Mr. Brad Lenz, AICP
City of Wausau
407 Grant Street
Wausau, Wisconsin 54403

Dear Mr. Lenz:

**Reference: Proposal 514721 for Subsurface Site Investigation
Riverbank and Bi-modal Trail Easement- 500, 606 and 800 North 1st Street and
South Trichloroethene Release Area-920-1000 North 1st Street
Wausau, Wisconsin**

Stantec Consulting Services Inc. (Stantec) has prepared this proposal to complete required subsurface site investigation activities in two contiguous areas adjacent to the Wisconsin River as described below.

- 1) **Riverbank and Bi-modal Trail Easement- 500, 606 and 800 North 1st Street-** This area includes the riverbank and bimodal trail easement located adjacent to the Wisconsin River and extending north from Scott Street to the pedestrian bridge at Barker-Stewart Island. The location of the project area is illustrated on Figures 1 and 2. The purpose of the investigation is to determine soil management requirements, if any, as part of planned riverbank enhancements adjacent to the Wisconsin River.
- 2) **South Trichloroethene Release Area-920-1000 North 1st Street-** This area includes the former railroad right-of-way adjacent to Eye Clinic of Wisconsin property located at 800 North 1st Street. The location of the project area is illustrated on Figure 3. Based on the results of site investigations to date, releases of trichloroethene (TCE) to soil and groundwater remain undefined and may extend off-site to the south onto the Eye Clinic of Wisconsin property. The Wisconsin Department of Natural Resources (WDNR) requires further evaluation and appropriate actions, if any, to address the release in this area.

A summary of known environmental conditions in the areas, proposed scope of work, probable cost and schedule, terms and conditions and authorization are presented in the following sections.

SUMMARY OF KNOWN ENVIRONMENTAL CONDITIONS

Four contaminant release sites with WDNR Bureau of Remediation and Redevelopment Tracking System (BRRTS) case numbers are known to exist on the properties or immediately adjacent to the properties:

- 920-1000 North 1st Street; BRRTS No. 02-37-000608 (Open)- Adjacent Property North
- 800 North 1st Street Property; BRRTS No. 02-37-546877 (Closed)
- 606 North 1st Street Property; BRRTS No. 02-37-263907 (Open)
- 500 North 1st Street; BRRTS No. 02-37-544355 (Closed)

A summary of relevant known environmental conditions is provided below.



September 14, 2015
Mr. Brad Lenz, AICP
Page 2 of 8

Reference: Proposal 514721 for Subsurface Site Investigation
Riverbank and Bi-modal Trail Easement- 500, 606 and 800 North 1st Street and
South Trichloroethene Release Area-920-1000 North 1st Street
Wausau, Wisconsin

920-1000 North 1st Street Property

Phased site investigations and limited remedial actions were performed at the property by previous owners during the 1990's and early 2000's. The City of Wausau acquired the property for purposes of blight elimination in 2011. Additional investigation and remedial activities were performed by the City of Wausau in 2014 and 2015. The WDNR BRRTS number is 02-37-000608.

TCE and polynuclear aromatic hydrocarbons (PAHs) are present in soil at concentrations greater than applicable Chapter NR 720 Wisconsin Administrative Code (NR 720) Residual Contaminant Levels (RCLs). TCE, arsenic and several PAHs were detected in select groundwater samples at concentrations greater than respective Chapter NR 140 Wisconsin Administrative Code (NR 140) Enforcement Standards (ES). TCE, vinyl chloride and 2-butanone were detected at concentrations greater than WDNR residential target sub-slab values in vapor samples collected in one area of the property. The PAH impacts appear to be widespread and sporadic and related to area foundry activities and related fill quality. The TCE impacts are related to surface spills. Shallow groundwater flow direction at the site is to the east/southeast and is apparently influenced by the presence of a dam located south of the property.

The extent of TCE release to soil and groundwater remain undefined to the south and may extend off-site onto Eye Clinic of Wisconsin property (Figure 3). TCE may also be present in soil vapor. However, the borings and wells in the southern area of the site are located approximately 30 feet or greater from the south property boundary.

800 North 1st Street Property

Site investigation and remediation activities were completed at the property as part of redevelopment (current location of Eye Clinic of Wisconsin; former Seig Auto Parts property; WDNR BRRTS No. 02-37-546877). PAHs, arsenic and lead were previously detected in site soil samples at concentrations greater than applicable NR 720 RCLs. Although TCE and associated daughter products were not detected in soil, tetrachloroethene was detected above the current soil RCL for groundwater protection at two locations, which are currently capped by the facility building.

Shallow groundwater flow direction at the site is to the east/southeast and is apparently influenced by the presence of a dam located south of the site. A total of five groundwater monitoring wells were previously installed at the site. MW-1, MW-2, and MW-3 were abandoned prior to 2008 as no analyzed constituents were detected in groundwater samples from the wells above NR 140 ESs. MW-4 and MW-5 were sampled five times between 2006 and 2009. No volatile organic compounds (VOCs) were detected in groundwater with the exception of vinyl chloride (0.41 and 0.61 micrograms per liter [ug/L] - above the ES of 0.2 ug/L) during sampling events in May and August of 2008. This is noteworthy because MW-4 is near the border of the 920-1000 N. 1st Street property and directly southeast and side gradient/ down gradient of the known portion of the soil TCE plume on the adjacent property to the north. The subsequent sampling in November 2008 and February 2009 detected no vinyl chloride in MW-4. MW-4 and MW-5 were subsequently abandoned.

The site is currently closed and listed on the WDNR geographic information system (GIS) Registry of Closed Remediation Sites. Residual contamination remains at the property, including along the proposed bi-modal trail area and is suspected to be present along the riverbank. Residual contaminants are capped. Select previous sample locations are depicted on Figure 2.



September 14, 2015
Mr. Brad Lenz, AICP
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**Reference: Proposal 514721 for Subsurface Site Investigation
Riverbank and Bi-modal Trail Easement- 500, 606 and 800 North 1st Street and
South Trichloroethene Release Area-920-1000 North 1st Street
Wausau, Wisconsin**

606 North 1st Street Property

Investigation and remedial activities are ongoing at 606 North 1st Street (current City parking lot; former Motor Service property; WDNR BRRTS No. 02-37-263907). PAHs and select metals were detected in soil samples at concentrations greater than applicable NR 720 RCLs. Select metals and chlorinated VOCs were detected at concentrations above the NR 140 ES in site groundwater samples. Bedrock is present within 10 feet of the ground surface. Shallow groundwater flow direction at the site is to the east/southeast and is apparently influenced by the presence of a dam located south of the site.

Residual soil and groundwater contamination remains at the property including along the proposed bi-modal trail area and is suspected to be present along the riverbank. Limited grading was performed at the site and the soils were capped with the existing parking lot and trail. Select sample locations are depicted on Figure 2.

500 North 1st Street Property

Significant investigation and remedial activities were performed at this property as part of redevelopment (current First Wausau Tower/Dudley Tower; Lot #1 MCDEVCO Site; WDNR BRRTS No. 02-37-544355). The property was historically used as a flourmill, grain and produce warehouse, private dwellings, office buildings, and an auto repair garage. PAHs and select metals were previously detected in site soil samples at concentrations greater than applicable NR 720 RCLs. Impacted soil was removed to a depth of four feet and placed in the Wausau West Industrial Park on Enterprise Drive. Residual soil contamination remains at the property at depths greater than 4 feet and is capped by the current building. Bedrock is present within 10 feet of the ground surface. Shallow groundwater flow direction at the site is to the east/southeast and is apparently influenced by the presence of a dam located south of the site. Select sample locations are depicted on Figure 2.

SCOPE OF WORK

Riverbank and Bi-modal Trail Easement Investigation- 500, 606 and 800 North 1st Street-

The potential for impacts to soil/fill along the riverbank and proposed bimodal trail area exist; therefore, further evaluation of soil quality in the project area is warranted to determine if special handling is required as part of planned riverbank enhancements. Sampling and analysis will be performed in compliance with WDNR regulations and guidance.

Soil Sampling

The proposed borehole/ soil sampling locations are illustrated in Figure 2. Before any intrusive work is begun, the drilling contractor will contact Diggers Hotline to locate public utilities in the project area and a site-specific health and safety plan will be developed.

A total of 13 soil borings (RB-18 through RB-30) will be advanced on the top of the riverbank (Figure2). All soil boreholes will be advanced using direct-push Geoprobe drilling techniques. Soil samples will be collected continuously from each borehole to a depth of 4 feet below ground surface (bgs). A portable photoionization detector (PID) will be used to field screen the samples for the presence of VOCs. All soil sampling equipment will be washed with a detergent solution and double rinsed with potable water before each soil sample is collected to prevent sample cross-contamination.



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Reference: **Proposal 514721 for Subsurface Site Investigation**
 Riverbank and Bi-modal Trail Easement- 500, 606 and 800 North 1st Street and
 South Trichloroethene Release Area-920-1000 North 1st Street
 Wausau, Wisconsin

One unsaturated discreet soil sample collected at each boring location will be submitted for laboratory analysis. The samples will be selected based on field indicators (highest PID measurement, visual, or olfactory observations). The soil samples will be placed into laboratory supplied containers, preserved as appropriate and placed immediately on ice. The samples will be delivered via chain of custody procedures to a state-certified lab for analysis of VOCs (EPA method 8260B), PAHS (EPA Method 8270D) and Total Resource Conservation and Recovery Act (RCRA) metals (EPA Method 6010B and 7471A). A split sample from the same location/depth will be collected and submitted to a state-certified laboratory for waste characterization analysis; however the laboratory will not analyze the samples until given notice to proceed.

The boreholes will be decommissioned by filling with bentonite when the drilling and sampling is complete.

South Trichloroethene Release Area-920-1000 North 1st Street Investigation

Based on the above, the extent of TCE release to soil and groundwater on the 920-1000 North 1st Street property remains undefined to the south and may extend off-site onto 800 North 1st street property (Eye Clinic of Wisconsin). TCE may also be present in soil vapor.

The existing site borings and wells on the 920-1000 North 1st Street property are located approximately 30 feet or greater from the property boundary. As such, our approach will include completion of select borings and monitoring wells at the property line. If impacts are present at the property line, additional investigation may be performed off-site at a later date and may include soil vapor sampling. Sampling and analysis will be performed in compliance with WDNR regulations and guidance.

Soil Sampling

The proposed borehole/temporary groundwater monitoring well locations are illustrated in Figure 3. Before any intrusive work is begun, Diggers Hotline will be contacted by the drilling contractor to locate public utilities in the project area and a site-specific health and safety plan will be developed.

Five soil borings (TWTR-15A, CP-22, TWCP-13A, CP-21 and TWCP-17A) will be completed on the south property line (Figure1). A sixth boring, CP-21 will be completed to further define the northern extent of relatively elevated concentrations of TCE in soil in this area. TWTR-15A, TWCP-13A and TWCP-17A will be completed as temporary groundwater monitoring wells.

All soil boreholes will be advanced using direct-push soil sampling methods. Soil samples will be collected continuously from each borehole. A portable PID will be used to field screen the samples for the presence of solvents and petroleum fuels. All soil sampling equipment will be washed with a detergent solution and double rinsed with potable water before each soil sample is collected to prevent sample cross-contamination. In general, borings not completed as temporary monitoring wells will be completed to the water table depth or approximately eight to 10 feet bgs. Borings completed as monitoring wells will extend approximately seven feet below the water table depth or approximately 15 to 17 feet bgs.

Two unsaturated discreet soil samples collected at each boring location will be submitted for laboratory analysis; one sample collected in the upper four feet and the second from the four to eight foot depth interval. The samples will be selected based on based on field indicators (highest PID measurement, visual, or olfactory observations). The soil samples will be placed into



Reference: Proposal 514721 for Subsurface Site Investigation
Riverbank and Bi-modal Trail Easement- 500, 606 and 800 North 1st Street and
South Trichloroethene Release Area-920-1000 North 1st Street
Wausau, Wisconsin

laboratory supplied containers, preserved as appropriate and placed immediately on ice. The samples will be delivered via chain of custody procedures to a state- certified lab for analysis of VOCs (EPA method 8260B).

Groundwater Sampling

The groundwater monitoring wells will be constructed using 1-inch diameter schedule 40 polyvinyl chloride casing and screens. The bottom 10 feet of each well will be completed with a .010 mill slotted screen that extends to approximately 7 feet below the water table. The top of the wells will extend approximately 2 feet above the ground-surface with a slip-cap sealing the well. Well construction will include placement of No. 30 sand filterpack to the top of the screened interval. Hydrated bentonite will be utilized to seal the annular space.

The monitoring wells will be developed and purged before sampling to help ensure that water entering the well is representative of ambient groundwater quality. All well development and sampling equipment will be thoroughly cleaned between boreholes. Static water levels will also be measured. After well development and purging, the wells will be sampled in accordance with WDNR groundwater sampling procedures (WDNR Publication DG-038-96). The groundwater samples will be placed into laboratory supplied containers, preserved as appropriate and placed immediately on ice. The samples will be delivered via chain of custody procedures to a state- certified lab for analysis of VOCs (EPA method 8260B). A second round of sampling will be performed if constituents are detected at concentrations above state standards.

The boreholes and monitoring wells will be decommissioned by filling with bentonite when the drilling and sampling is complete.

Reporting

The findings and results will be evaluated, interpreted and summarized in two separate reports. Recommendations will be made. At a minimum, the report format will include:

- Procedures
- Site description
- Soil sampling results
- Conclusions and Recommendations
- Site maps, aerial photographs, and other maps that may be useful
- Tabulated data
- Boring logs and abandonment forms
- Laboratory reports and chain-of-custody documentation

PROBABLE COST AND SCHEDULE

Due to variable nature of this type of work, the project will be performed on a time-and-materials basis. The probable cost to complete the proposed work plan is **\$37,048**. The amount of work necessary to complete the project will depend upon site conditions and the level of service requested. The probable costs are itemized below.

Consulting Services	
Project Management	\$2,000.00
Contactor Coordination/Health and Safety	\$972.00
Supplies, mileage, reimbursable expenses	\$660.00



Reference: Proposal 514721 for Subsurface Site Investigation
Riverbank and Bi-modal Trail Easement- 500, 606 and 800 North 1st Street and
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Wausau, Wisconsin

Field Services; Drilling and Groundwater Sampling	\$4,560.00
2 nd Round of Groundwater Sampling	\$1,500.00
Data Reduction (2 sites and 2 nd GW sampling event)	\$5,312.00
Report Preparation (3 reports, 1 meeting with City)	\$6,336.00
WDNR Review Fee (920-1000 N. 1 st Street Investigation Only)	\$1,155.00
Contractor Services	
Drilling Services and Well Placement	\$5,500.00
Laboratory Services - Soil (25 VOCs, PAHs, and Metals)	\$5,803.00
Laboratory Services - Water (14 VOCs, PAHs, and Metals)	<u>\$3,250.00</u>

PROBABLE COST **\$37,048.00**

The probable cost includes all labor, supplies, rebillables and commodity services (laboratory analysis and drilling) necessary to complete the described work plan activities.

The work will be performed on a time-and-materials basis. Stantec will not exceed the authorized amount without prior written approval. Additionally, budgets are estimates and we reserve the right to reallocate budget between the services listed for actual work performed, but will not exceed the total contract without written approval.

We anticipate that the field portion of this project can be completed within two weeks of your authorization to proceed, but is dependent on the availability of a Geoprobe contractor. The reports summarizing soil and groundwater sampling results would be available approximately two weeks upon receipt of initial laboratory analytical results. The second round of groundwater sampling will be conducted three months following initial sampling. A second letter report will be issued approximately two weeks following the second round of groundwater sampling. If desired, the proposed field activities and laboratory analysis can be expedited (although a surcharge may apply to laboratory analytical charges for turn-around times less than 2-weeks).

SUPPLEMENTAL ASSUMPTIONS

- The City of Wausau will obtain written access agreements from the property owners, of which the City does not own to conduct environmental assessment field activities, or if there is an easement present, written evidence that said easement will allow environmental assessment activities.
- The City of Wausau will survey the locations and elevations of the wells and borings and provide the data to Stantec.
- The proposed work includes subsurface work. The drilling contractor is responsible for contacting public utility locating services (e.g., Diggers Hotline and local municipalities), and make a good faith effort to locate underground improvements that could be damaged by the proposed work. Stantec will not be held liable for damaging buried improvements and appurtenances. If a private utility locate is desired or requested, an additional fee will be required.
- Client and regulatory correspondence and meetings not specified herein will be provided as supplemental services, if desired.



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Reference: Proposal 514721 for Subsurface Site Investigation
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Wausau, Wisconsin

- All work at the Site will be performed by trained personnel in conformance with 40 CFR 1910.22. Based on the current conditions, we anticipate that work will proceed under Environmental Protection Agency Safety Level D conditions. A site-specific health and safety plan will be prepared before implementing the work. This safety plan will include general information about the Site, waste characteristics, safety characterization, an emergency response plan and emergency routes. Additionally, the safety level will be continuously monitored and revised as necessary based on the conditions encountered. Excavation to evaluate magnetic anomalies will be provided as supplemental services, as appropriate.

PAYMENT TERMS & CONDITIONS

Invoices for the services performed will be submitted either upon completion of such services or on a monthly basis. Refer to the attached Professional Services Agreement (PSA) for additional terms and conditions.

Please send executed Agreement to:
Stantec Consulting Services Inc.
12075 Corporate Parkway, Suite 200
Mequon, WI 53092

Please remit payments for services:
Stantec Consulting Services Inc.
13980 Collections Center Drive
Chicago, IL 60693

The terms and conditions of the work proposed by Stantec will be governed by the enclosed PSA. If you find our proposal acceptable, please sign and return the enclosed PSA. A signed copy of the PSA must be returned to Stantec before initiation of project work. Any additional work will be handled as an amendment to the PSA.

We thank you for the opportunity to submit this proposal. Stantec appreciates your consideration of our firm, and we look forward to providing the requested services. Please contact us if you have any questions or comments.

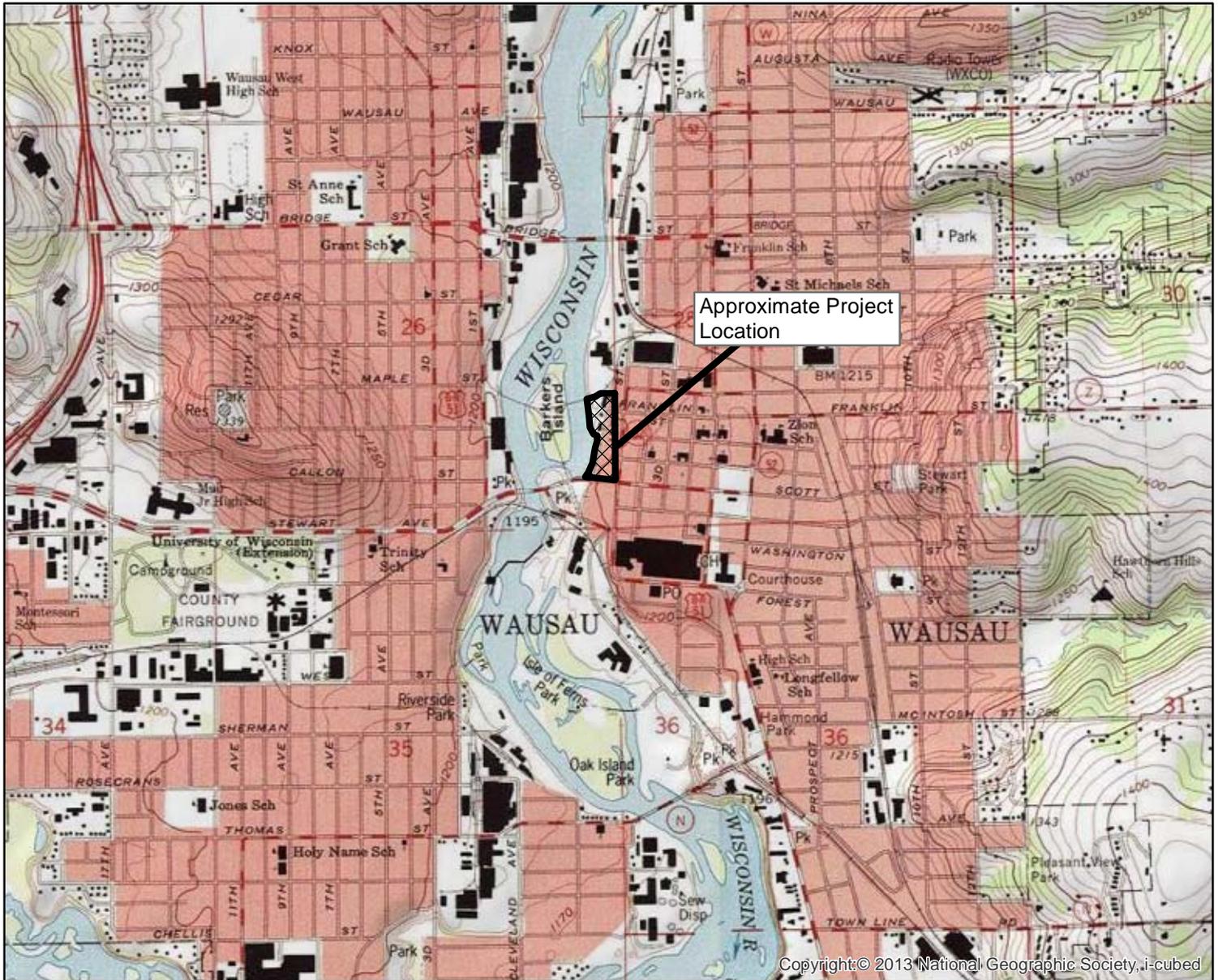
Sincerely

STANTEC CONSULTING SERVICES INC.

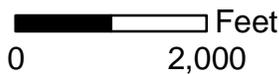
Richard J. Binder, PG, CPG
Associate
Phone: (262) 643-9010
Fax: (262) 241-4901
Rick.Binder@stantec.com

Attachments: Figures
Professional Services Agreement

FIGURES



1 inch = 2,000 feet



County Location



State Location

AERIAL IMAGERY AND PARCEL DATA SOURCE:
 ESRI Mapping Center World Imagery Layer
 U.S. Geological Survey, Wausau West, 7.5 Minute
 Quadrangle Topographic Map - 1993

The information on this map has been compiled
 by Stantec staff from a variety of sources and is
 subject to change without notice. Stantec makes
 no representations or warranties, express or implied,
 as to accuracy, completeness, timeliness, or rights
 to the use of such information.

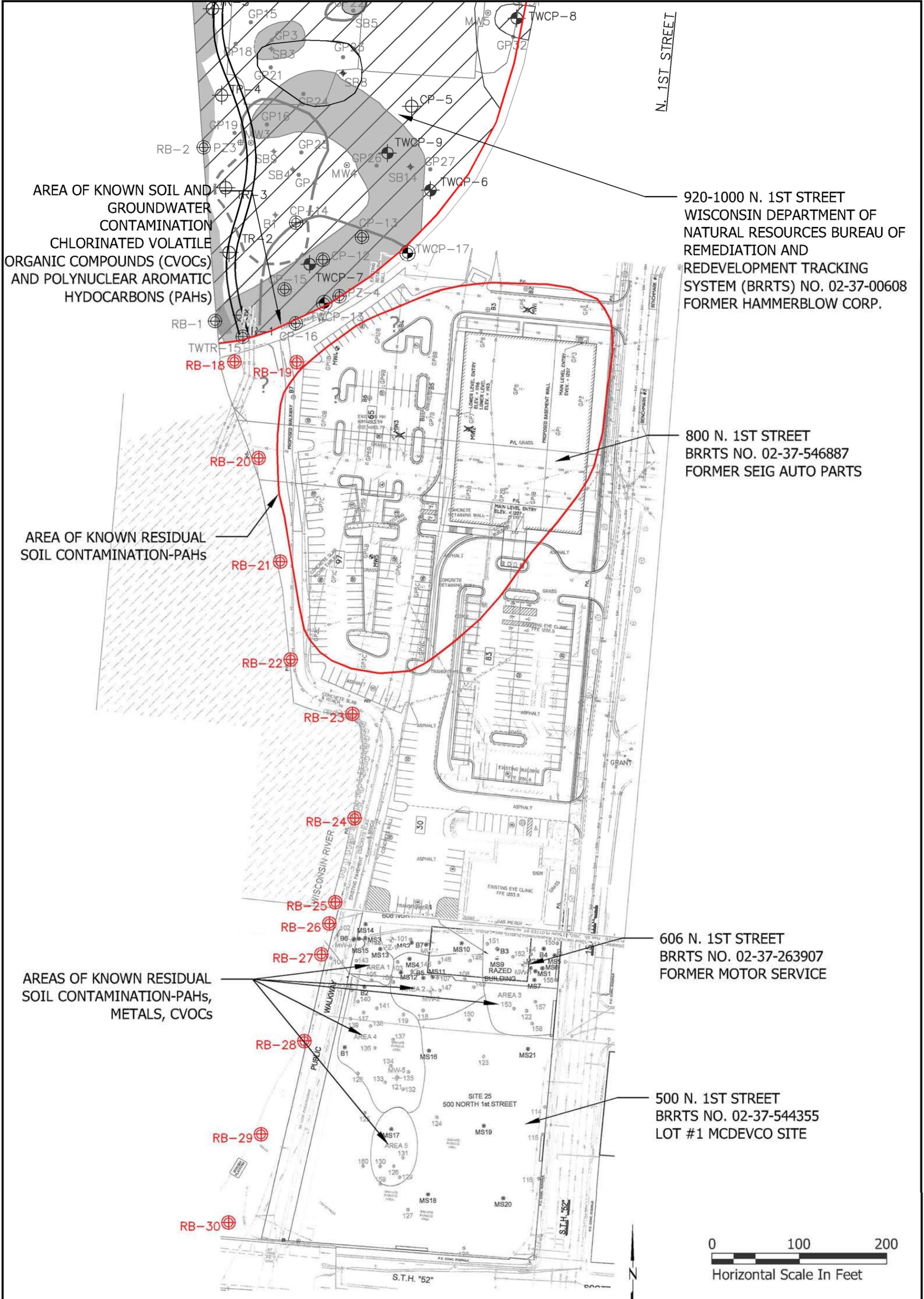
Property Location Map

Riverfront Redvelopment Area
500, 606, and 800 North 1st Street
Wausau, Wisconsin



DATE: 2015-02-23

Project Path: \\Us1501-f01\workgroup\1937\active\193702632\05_report_deliv\deliverables\reports\Off-Site Contamination\South Riverbank Area\Figure\01.mxd



AREA OF KNOWN SOIL AND GROUNDWATER CONTAMINATION CHLORINATED VOLATILE ORGANIC COMPOUNDS (CVOCs) AND POLYNUCLEAR AROMATIC HYDROCARBONS (PAHS)

920-1000 N. 1ST STREET
 WISCONSIN DEPARTMENT OF NATURAL RESOURCES BUREAU OF REMEDIATION AND REDEVELOPMENT TRACKING SYSTEM (BRRTS) NO. 02-37-00608
 FORMER HAMMERBLOW CORP.

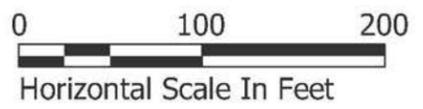
800 N. 1ST STREET
 BRRTS NO. 02-37-546887
 FORMER SEIG AUTO PARTS

AREA OF KNOWN RESIDUAL SOIL CONTAMINATION-PAHS

606 N. 1ST STREET
 BRRTS NO. 02-37-263907
 FORMER MOTOR SERVICE

AREAS OF KNOWN RESIDUAL SOIL CONTAMINATION-PAHS, METALS, CVOCs

500 N. 1ST STREET
 BRRTS NO. 02-37-544355
 LOT #1 MCDEVCO SITE



RB-18 PROPOSED SOIL SAMPLE LOCATION

FIGURE 1	SHEET NUMBER	DATE	NO. OF SHEETS
DESIGNED	DATE	BY	DATE
CHECKED	DATE	BY	DATE
APPROVED	DATE	BY	DATE
PROJECT NO.	19370203		

FIGURE 2 - PROPOSED SAMPLE LOCATIONS
 RIVERFRONT REDEVELOPMENT AREA
 WAUSAU, WISCONSIN

THE INFORMATION ON THIS MAP HAS BEEN COMPILED BY STANTEC STAFF FROM A VARIETY OF SOURCES AND IS SUBJECT TO CHANGE WITHOUT NOTICE. STANTEC MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO ACCURACY, COMPLETENESS, TIMELINESS, OR RIGHTS TO THE USE OF SUCH INFORMATION.

12075 N. Corporate Parkway, Suite 200
 Mequon, WI 53092
 www.stantec.com

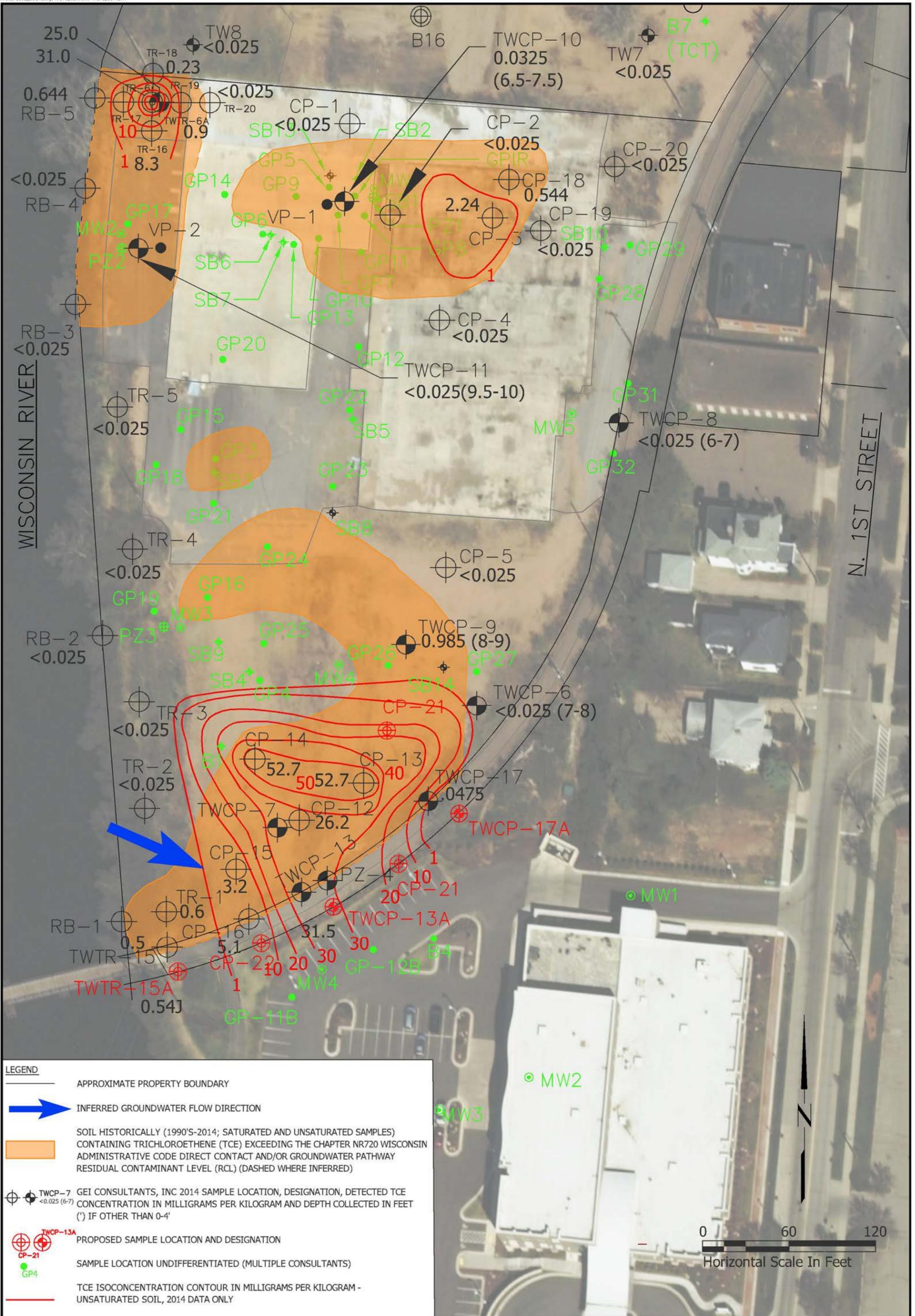


FIGURE 1 - PROPOSED SAMPLE LOCATIONS
 920-1000 NORTH 1ST STREET PROPERTY
 RIVERFRONT REDEVELOPMENT AREA
 WAUSAU, WISCONSIN

THE INFORMATION ON THIS MAP HAS BEEN COMPILED BY STANTEC STAFF FROM A VARIETY OF SOURCES AND IS SUBJECT TO CHANGE WITHOUT NOTICE. STANTEC MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO ACCURACY, COMPLETENESS, TIMELINESS, OR RIGHTS TO THE USE OF SUCH INFORMATION.

NO. / REVISION / DATE	AS 3/17/15
DRAWN BY	DM
CHECKED BY	DM
DATE	03/17/15
PROJECT NO.	193702632
CLIENT	RAB 823-14
SCALE	AS SHOWN

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into effective September 14, 2015 (the "Agreement Date") by and between:

"CLIENT"

Name: CITY OF WAUSAU
Address: 407 Grant Street, Wausau, Wisconsin 54403
Phone: 715-261-6753 Fax: 715-261-6759
Representative: Mr. Brad Lenz, AICP; City Planner

"Stantec"

Name: STANTEC CONSULTING SERVICES INC.
Address: 12075 Corporate Parkway, Suite 200, Mequon, Wisconsin 53092
Phone: 262-643-9010 Fax: 262-241-4901
Representative: Richard Binder, PG; Associate

PROJECT NAME (the "PROJECT"):

Subsurface Site Investigation
Riverbank and Bi-modal Trail Easement- 500, 606 and 800 North 1st Street and
South Trichloroethene Release Area- 920-1000 North 1st Street
Wausau, Wisconsin

DESCRIPTION OF WORK: Stantec shall render the services described in Attachment "A" (hereinafter called the "SERVICES") in accordance with this AGREEMENT. Stantec may, at its discretion and at any stage, engage subconsultants to perform all or any part of the SERVICES. The CLIENT and Stantec by written amendment to this AGREEMENT may from time to time make changes to the SERVICES. All changed work shall be carried out under this AGREEMENT. The time for completion of the SERVICES shall be adjusted accordingly.

DESCRIPTION OF CLIENT: The CLIENT confirms and agrees that the CLIENT has authority to enter into this AGREEMENT on its own behalf and on behalf of all parties related to the CLIENT who may have an interest in the PROJECT.

COMPENSATION: Charges for the SERVICES rendered will be made in accordance with the CONTRACT PRICE indicated in Attachment "A", or, if no CONTRACT PRICE is indicated, in accordance with Stantec's Schedule of Fees and Disbursements in effect from time to time as the SERVICES are rendered.

Invoices shall be paid by the CLIENT in the currency of the jurisdiction in which the SERVICES are provided without deduction or setoff upon receipt. Failure to make any payment when due is a material breach of this Agreement and will entitle Stantec, at its option, to suspend or terminate this Agreement and the provision of the SERVICES. Interest will accrue on accounts overdue by 30 days at the lesser of 1.5 percent per month (18 percent per annum) or the maximum legal rate of interest.

REPRESENTATIVES: Each party shall designate in the space provided above a representative who is authorized to act on behalf of that party and receive notices under this AGREEMENT. Such representatives have complete authority to act on behalf of their principals in respect to all matters arising under this AGREEMENT.

NOTICES: All notices, consents, and approvals required to be given hereunder shall be in writing and shall be given to the representatives of each party. All notices required by this AGREEMENT to be given by either party shall be deemed to be properly given and received within two (2) business days if made in writing to the other party by certified mail, telegram, email, facsimile or telex, addressed to the regular business address of such party as identified above.

CLIENT'S RESPONSIBILITIES: The CLIENT shall provide to Stantec in writing, the CLIENT's total requirements in connection with the PROJECT, including the PROJECT budget and time constraints. The CLIENT shall make available to Stantec all relevant information or data pertinent to the PROJECT which is required by Stantec to perform the SERVICES. Stantec shall be entitled to rely upon the accuracy and completeness of all information and data furnished by the CLIENT, including information and data originating with other consultants employed by the CLIENT whether such consultants are engaged at the request of Stantec or otherwise. Where such information or data originates either with the CLIENT or its consultants then Stantec shall not be responsible to the CLIENT for the consequences of any error or omission contained therein.

When required by Stantec, the CLIENT shall engage specialist consultants directly to perform items of work necessary to enable Stantec to carry out the SERVICES. Whether arranged by the CLIENT or Stantec, these services shall be deemed to be provided under direct contracts to the CLIENT unless expressly provided otherwise.

The CLIENT shall give prompt consideration to all documentation related to the PROJECT prepared by Stantec and whenever prompt action is necessary shall inform Stantec of CLIENT's decisions in such reasonable time so as not to delay the schedule for providing the SERVICES.

When applicable, the CLIENT shall arrange and make provision for Stantec's entry to the PROJECT site as well as other public and private property as necessary for Stantec to perform the SERVICES. The CLIENT shall obtain any required approvals, licenses and permits from governmental or other authorities having jurisdiction over the PROJECT so as not to delay Stantec in the performance of the SERVICES.

Stantec's RESPONSIBILITIES: Stantec shall furnish the necessary qualified personnel to provide the SERVICES. Stantec represents that it has access to the experience and capability necessary to and agrees to perform the SERVICES with the reasonable skill and diligence required by customarily accepted professional practices and procedures normally provided in the performance of the SERVICES at the time when and the location in which the SERVICES were performed. This undertaking does not imply or guarantee a perfect PROJECT and in the event of failure or partial failure of the product of the SERVICES, Stantec will be liable only for its failure to exercise diligence, reasonable care and professional skill. This standard of care is the sole and exclusive standard of care that will be applied to measure Stantec's performance. There are no other representations or warranties expressed or implied made by Stantec. In particular, but not by way of limitation, no implied warranty of merchantability or fitness for a particular purpose shall apply to the SERVICES provided by Stantec nor shall Stantec warrant or guarantee economic, market or financial conditions, proforma projections, schedules for public agency approvals, or other factors beyond Stantec's reasonable control. Stantec does not warrant the SERVICES to any third party and the CLIENT shall indemnify and hold harmless Stantec from any demands, claims, suits or actions of third parties arising out of Stantec's performance of the SERVICES.

In performing the SERVICES under this AGREEMENT, Stantec shall operate as and have the status of an independent contractor and shall not act as, or be an employee of the CLIENT.

The SERVICES performed by Stantec shall be subject to the inspection and the review of the CLIENT at all times but such inspection and review shall not relieve Stantec from its responsibility for the proper performance of the SERVICES.

TERMINATION: Either party may terminate this AGREEMENT without cause upon thirty (30) days' notice in writing. If either party breaches this AGREEMENT, the non-defaulting party may terminate this AGREEMENT after giving seven (7) days' notice to remedy the breach. On termination of this AGREEMENT, the CLIENT shall forthwith pay Stantec for the SERVICES performed to the date of termination. Non-payment by the CLIENT of Stantec's invoices within 30 days of Stantec rendering same is agreed to constitute a material breach of this AGREEMENT and, upon written notice as prescribed above, the duties, obligations and responsibilities of Stantec are terminated.

SUSPENSION OF SERVICES: If the project is suspended for more than thirty (30) calendar days in the aggregate, Stantec shall be compensated for services performed and charges incurred prior to receipt of notice to suspend and, upon resumption, an equitable adjustment in fees to accommodate the resulting demobilization and remobilization costs. In addition, there shall be an equitable adjustment in the project schedule based on the delay caused by the suspension. If the PROJECT is suspended for more than ninety (90) days, Stantec may, at its option, terminate this agreement upon giving notice in writing to the CLIENT.

ENVIRONMENTAL: Except as specifically described in this AGREEMENT, Stantec's field investigation, laboratory testing and engineering recommendations will not address or evaluate pollution of soil or pollution of groundwater.

BUILDING CODES, BYLAWS AND OTHER PUBLIC REGULATIONS: Stantec shall, to the best of its ability, interpret building codes, by-laws and other public regulations as they apply to the PROJECT and as they are published at the time SERVICES commence. Furthermore, Stantec shall observe and comply with all applicable laws, ordinances, codes and regulations of government agencies, including federal, state, provincial, municipal and local governing bodies having jurisdiction over the conduct of the SERVICES ("LAWS"). However, it is expressly acknowledged and agreed by the CLIENT that as the PROJECT progresses such building codes, by-laws, other public regulations and LAWS may change or the interpretation of any public authority may differ from the interpretation of Stantec, through no fault of Stantec, and any extra costs necessary to conform to such changes or interpretations during or after execution of the SERVICES will be paid by the CLIENT.

Stantec shall continue to provide equal employment opportunity to all qualified persons and to recruit, hire, train, promote and compensate persons in all jobs without regard to race, color, religion, sex, age, disability or national origin or any other basis prohibited by applicable laws.

COST AND SCHEDULE OF CONSTRUCTION WORK: In providing opinions of probable cost and project schedule, it is recognized that neither the CLIENT nor Stantec has control over the costs of labor, equipment or materials, or over the Contractor's methods of determining prices or time. The opinions of probable cost or project duration are based on Stantec's reasonable professional judgment and experience and do not constitute a warranty, express or implied, that the Contractors' bids, project schedules, or the negotiated price of the Work or schedule will not vary from the CLIENT's budget or schedule or from any opinion of probable cost or project schedule prepared by Stantec. Exact costs and

times will be determined only when bids have been received for the PROJECT and when the construction work has been performed and payments finalized.

LIMITATION OF LIABILITY: The CLIENT releases Stantec from any liability and agrees to defend, indemnify and hold Stantec harmless from any and all claims, damages, losses, and/or expenses, direct and indirect, or consequential damages, including but not limited to attorney's fees and charges and court and arbitration costs, arising out of, or claimed to arise out of, the performance of the SERVICES, excepting liability arising from the negligence or willful misconduct of Stantec.

It is further agreed that the total amount of all claims the CLIENT may have against Stantec under this AGREEMENT or arising from the performance or non-performance of the SERVICES under any theory of law, including but not limited to claims for negligence, negligent misrepresentation and breach of contract, shall be strictly limited to the lesser of the fees paid to Stantec for the SERVICES or \$500,000. No claim may be brought against Stantec in contract or tort more than two (2) years after the cause of action arose. As the CLIENT's sole and exclusive remedy under this AGREEMENT any claim, demand or suit shall be directed and/or asserted only against Stantec and not against any of Stantec's employees, officers or directors.

Stantec 's liability with respect to any claims arising out of this AGREEMENT shall be absolutely limited to direct damages arising out of the SERVICES and Stantec shall bear no liability whatsoever for any consequential loss, injury or damage incurred by the CLIENT, including but not limited to claims for loss of use, loss of profits and loss of markets.

INDEMNITY FOR MOLD CLAIMS: It is understood by the parties that existing or constructed buildings may contain mold substances that can present health hazards and result in bodily injury, property damage and/or necessary remedial measures. If, during performance of the SERVICES, Stantec knowingly encounters any such substances, Stantec shall notify the CLIENT and, without liability for consequential or any other damages, suspend performance of services until the CLIENT retains a qualified specialist to abate and/or remove the mold substances. The CLIENT agrees to release and waive all claims, including consequential damages, against Stantec, its subconsultants and their officers, directors and employees arising from or in any way connected with the existence of mold on or about the project site whether during or after completion of the SERVICES. The CLIENT further agrees to indemnify and hold Stantec harmless from and against all claims, costs, liabilities and damages, including reasonable attorneys' fees and costs, arising in any way from the existence of mold on the project site whether during or after completion of the SERVICES, except for those claims, liabilities, costs or damages caused by the sole gross negligence and/or knowing or willful misconduct of Stantec. Stantec and the CLIENT waive all rights against each other for mold damages to the extent that such damages sustained by either party are covered by insurance.

DOCUMENTS: All documents prepared by Stantec or on behalf of Stantec in connection with the PROJECT are instruments of service for the execution of the PROJECT. Stantec retains the property and copyright in these documents, whether the PROJECT is executed or not. Payment to Stantec of the compensation prescribed in this AGREEMENT shall be a condition precedent to the CLIENT's right to use documentation prepared by Stantec. These documents may not be used for any other purpose without the prior written agreement of Stantec. The CLIENT shall have a permanent non-exclusive, royalty-free license to use any concept, product or process which is patentable or capable of trademark, produced by or resulting from the SERVICES rendered by Stantec in connection with the PROJECT, for the life of the PROJECT. The CLIENT shall not use, infringe upon or appropriate such concepts, products or processes without the express written agreement of Stantec. In the event Stantec's documents are subsequently reused or modified in any material respect without the prior consent of Stantec, the CLIENT agrees to indemnify Stantec from any claims advanced on account of said reuse or modification.

Any document produced by Stantec in relation to the Services is intended for the sole use of Client. The documents may not be relied upon by any other party without the express written consent of Stantec, which may be withheld at Stantec 's discretion. Any such consent will provide no greater rights to the third party than those held by the Client under the contract, and will only be authorized pursuant to the conditions of Stantec 's standard form reliance letter.

Stantec cannot guarantee the authenticity, integrity or completeness of data files supplied in electronic format ("Electronic Files"). CLIENT shall release, indemnify and hold Stantec, its officers, employees, consultants and agents harmless from any claims or damages arising from the use of Electronic Files. Electronic files will not contain stamps or seals, remain the property of Stantec, are not to be used for any purpose other than that for which they were transmitted, and are not to be retransmitted to a third party without Stantec's written consent.

PROJECT PROMOTION: Where the Client has control or influence over construction signage, press releases and/or other promotional information identifying the project ("Project Promotion"), the Client agrees to include Stantec in such Project Promotion.

FORCE MAJEURE: Any default in the performance of this AGREEMENT caused by any of the following events and without fault or negligence on the part of the defaulting party shall not constitute a breach of contract: labor strikes, riots, war, acts of governmental authorities, unusually severe weather conditions or other natural catastrophe, or any other cause beyond the reasonable control or contemplation of either party.

GOVERNING LAW: This AGREEMENT shall be governed, construed and enforced in accordance with the laws of the jurisdiction in which the majority of the SERVICES are performed.

DISPUTE RESOLUTION: If requested in writing by either the CLIENT or Stantec, the CLIENT and Stantec shall attempt to resolve any dispute between them arising out of or in connection with this AGREEMENT by entering into structured non-binding negotiations with the assistance of a mediator on a without prejudice basis. The mediator shall be appointed by agreement of the parties. If a dispute cannot be settled within a period of thirty (30) calendar days with the mediator, if mutually agreed, the dispute shall be referred to arbitration pursuant to laws of the jurisdiction in which the majority of the SERVICES are performed or elsewhere by mutual agreement.

ATTORNEYS FEES: In the event of a dispute hereunder, the prevailing party is entitled to recover from the other party all costs incurred by the prevailing party in enforcing this AGREEMENT and prosecuting the dispute, including reasonable attorney's and expert's fees, whether incurred through formal legal proceedings or otherwise.

ASSIGNMENT AND SUCCESSORS: Neither the CLIENT nor Stantec shall, without the prior written consent of the other party, assign the benefit or in any way transfer the obligations of this AGREEMENT or any part hereof. This AGREEMENT shall inure to the benefit of and be binding upon the parties hereto, and except as otherwise provided herein, upon their executors, administrators, successors, and assigns.

PROTECTION OF PRIVACY LAWS: Stantec will comply with its statutory obligations respecting the collection, use, disclosure, access to, correction, protection, accuracy, retention and disposition of personal information that may be collected or created under this AGREEMENT. Stantec will refer any request for access to or correction of personal information that is made under statute to the CLIENT and will comply with any directions from the CLIENT respecting the access request, or respecting correction and annotation of personal information. Stantec will, at reasonable times and on reasonable notice, allow the CLIENT to enter its premises and inspect any personal information of the CLIENT's that is in the custody of Stantec or any of Stantec's policies or practices relevant to the management of personal information subject to this AGREEMENT.

ENTIRE AGREEMENT: This AGREEMENT constitutes the sole and entire agreement between the CLIENT and Stantec relating to the PROJECT and supersedes all prior agreements between them, whether written or oral respecting the subject matter hereof and no other terms, conditions or warranties, whether express or implied, shall form a part hereof. This AGREEMENT may be amended only by written instrument signed by both the CLIENT and Stantec. All attachments referred to in this AGREEMENT are incorporated herein by this reference; however, in the event of any conflict between attachments and the terms and conditions of this AGREEMENT, the terms and conditions of this AGREEMENT shall take precedence.

SEVERABILITY: If any term, condition or covenant of this AGREEMENT is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this AGREEMENT shall be binding on the CLIENT and Stantec.

THE PARTIES EXPRESSLY ACKNOWLEDGE THAT THIS AGREEMENT CONTAINS LIMITATION OF LIABILITY PROVISIONS RESTRICTING RIGHTS FOR THE RECOVERY OF DAMAGES.

The Parties, intending to be legally bound, have made, accepted and executed this AGREEMENT as of the Agreement Date noted above.

CITY OF WAUSAU

STANTEC CONSULTING SERVICES INC.

Print Name and Title

Richard J. Binder, Associate

Print Name and Title

Signature _____

Signature _____


Attached to and forming part of the AGREEMENT BETWEEN:

CITY OF WAUSAU
(hereinafter called the "CLIENT")
- and -
STANTEC CONSULTING SERVICES INC.
(hereinafter called "Stantec")

EFFECTIVE: September 14, 2015

This Attachment details the SERVICES, CONTRACT TIME, CONTRACT PRICE, ADDITIONAL CONDITIONS and ADDITIONAL ATTACHMENTS forming part of the above described AGREEMENT.

SERVICES: Stantec shall perform the following SERVICES:

Per Attached Proposal 514721 Dated September 14, 2015
(hereinafter called the "SERVICES")

CONTRACT TIME: Commencement Date: September 15, 2015]
Estimated Completion Date: October 30, 2015]

CONTRACT PRICE: Subject to the terms below, CLIENT will compensate **Stantec** as follows:

Project specific charges, such as subconsultants; travel, accommodations and meals; project-specific printing of deliverables; consumables; usage charges for specialized field equipment and company-owned, leased or rented project vehicles; external testing lab charges and other external services charges; specialized computer software costs; and other significant project-specific expenses will be invoiced in addition to labor fees.

Where not stated as being included in the fees, project specific subconsultant, contractor, lab and other similar third party charges will be charged as invoiced to Stantec with a ten percent (10%) markup.

Unless otherwise noted, the fees in this agreement do not include any value added, sales, or other taxes that may be applied by Government on fees for services. Such taxes will be added to all invoices as required.

Where the SERVICES or services conditions change, Stantec shall submit to the CLIENT in a timely manner, documentation of the revisions to Attachment "A" adjusting the Contract Services Time and Price as required.

Unless otherwise specified, charges for SERVICES are based on Stantec's hourly billing rate table ("Rate Table"), attached hereto. The Rate Table is subject to escalation from time to time.

ADDITIONAL CONDITIONS: The following additional conditions shall be read in conjunction with and constitute part of this AGREEMENT:

PROFESSIONAL SERVICES

The data presented by **Stantec** represent conditions only at the specified locations and at the time designated. CLIENT acknowledges that these data may not represent conditions at other locations and times. **Stantec** shall not be responsible for the interpretation given by others to **Stantec**'s data, interpretations and recommendations.

CLIENT acknowledges that **Stantec** will provide a professional opinion relative to the presence of disposed hazardous substances, but **Stantec** will not write a certification, statement, or guarantee.

CLIENT agrees to provisions of the AGREEMENT related to hazardous substances and accepts professional services deemed necessary by **Stantec** to comply with legal regulatory and health

and safety standards which govern work with hazardous substances.

HAZARDOUS SUBSTANCES

Hazardous Substances Defined: Hazardous substances shall be defined as any chemically derived or naturally occurring substance or waste material reasonably considered to be subject to any federal, state or provincial law regulating such substances or wastes as hazardous.

Special Nature of Work - CLIENT Understanding: SERVICES provided by **Stantec** will be based on information furnished by CLIENT and/or data ordinarily collected in the performance of such work by CLIENT. **Stantec** shall exercise professional judgment and shall perform SERVICES using that degree of care and skill ordinarily exercised under similar circumstances by environmental consultants practicing on similar projects, in a similar time frame, and in this or similar localities. CLIENT understands that environmental services involving hazardous substances and hazardous wastes present hazards and liability risks to CLIENT and **Stantec** if not conducted in compliance with applicable laws and regulations and with full disclosure of the presence of hazardous substances by CLIENT. CLIENT understands and agrees to the terms of this contract which authorize **Stantec** to act on CLIENT's behalf and be compensated at **Stantec**'s usual rates for such SERVICES.

Information: CLIENT will disclose to **Stantec** all known or reasonably available information regarding past uses, existing conditions, and proposed uses of the site. CLIENT will specifically identify and describe to **Stantec** all releases of hazardous substances known or reasonably believed to have occurred which are relevant to the SERVICES to be performed by **Stantec**. CLIENT will furnish any additional information requested by **Stantec** including but not limited to: existing reports, plans, surveys, water and soil test data, and permits issued by agencies of government. CLIENT authorizes **Stantec** to use all information supplied, including incorporating the information by copying or direct reference into reports prepared by **Stantec**.

Representative: CLIENT agrees to provide a representative at the job site to supervise and coordinate the job when requested by **Stantec** and upon 24 hours notice.

Responsibility for Safety and Health: **Stantec** will not create conditions which are hazardous to CLIENT or other parties. **Stantec** agrees to comply with the site safety and health plan (as defined by federal law) and other additional safety requirements specified by CLIENT or CLIENT's agent. CLIENT shall provide such information to **Stantec** as soon after execution of this AGREEMENT as practical and in no case less than five working days prior to commencement of work. **Stantec** shall not be liable for injuries or economic loss associated with project safety except where such injuries or economic loss is caused by the sole negligence of **Stantec**; and **Stantec** reserves the right to stop work if an unsafe condition is observed.

In the event **Stantec** is retained in a capacity in which it is responsible for preparation of a site safety and health plan by operation of law, regulation, or being placed in a supervisory or coordination role with respect to other parties at the site, it shall be authorized by CLIENT to assure to **Stantec**'s satisfaction that all requirements of such plan are complied with by CLIENT, CLIENT's employees and agents, and other parties. CLIENT agrees to provide information requested by **Stantec** and to cooperate with the preparation and implementation of **Stantec**'s safety and health plan. **Stantec** shall not be liable for personal injuries or property damages unless said personal injuries or property damages are found to be caused by **Stantec**'s sole negligence in either its preparation of a site safety and health plan or its exercise of its responsibilities thereunder.

Notification to Government Agencies: CLIENT hereby agrees to comply with all requirements of federal, state, provincial, and local laws, regulations, and ordinances governing notifications of hazardous substance releases immediately upon notification by **Stantec** that a release, threatened release, or other reportable event has occurred and that notification is required. In the event that CLIENT or CLIENT's agent is unavailable to make such required report or otherwise fails to do so, CLIENT hereby authorizes **Stantec** to make reports on its behalf.

Hazardous Waste and Hazardous Substance Transportation and Disposal: Hazardous wastes and hazardous substances, as defined by federal, state and provincial law, encountered by **Stantec**, shall be deemed to have been generated by and the property of CLIENT. **Stantec**'s discovery, excavation, handling, packaging, and storing of such wastes shall be as CLIENT's agent and **Stantec** shall incur no liability whatsoever with respect to such wastes except where such liability arises out of its willful misconduct or wanton negligence. CLIENT shall be solely responsible for selection of transporters and disposal or treatment sites. CLIENT shall provide documentation and/or identification required by law, if any, to accompany all shipments of

hazardous wastes and CLIENT shall be solely responsible for all fees, taxes, and other charges associated with hazardous wastes. In the event CLIENT is unavailable or for any other reason fails to exercise its obligations under state and federal hazardous waste laws, **Stantec** is hereby authorized to act as CLIENT's agent to the extent necessary to properly manage any hazardous wastes and hazardous substances encountered during work for CLIENT in accordance with applicable laws and regulations or in compliance with the orders of any federal, state or local agency. All such work shall be billed to CLIENT on a time and expense basis.

ADDITIONAL
ATTACHMENTS:

The following additional attachments shall be read in conjunction with and constitute part of this AGREEMENT:

— Rate table

2015-1

hourly rates

Staff Level	Billing Level	2015 Rate
Technician / Admin	1	\$55
	2	\$62
	3	\$69
	4	\$76
	5	\$83
Staff	6	\$90
	7	\$96
	8	\$103
	9	\$111
	10	\$118
Senior Staff	11	\$125
	12	\$132
	13	\$139
	14	\$145
Principal	15	\$169
	16	\$198

*Rates subject to annual increase.

EXPENSES / MATERIALS

- Mileage** will be billed at the standard mileage rate for business miles driven as established by the U.S. Internal Revenue Service + 10%.
- Miscellaneous Reimbursable Expenses Charges.** Project specific outside expenses to be invoiced at cost + 10%. Examples include: Maps, map data, photographs, slides, delivery charges, outside copying / reproduction, project related field supplies, etc.

3. **In-House Fees.** Usage charges for company-owned, leased or rented field equipment will be applied at daily or weekly use rates established by Stantec.
4. **Reimbursement for approved Sub-Consultants.** No markup charge will apply for subcontracted services within the CONSULTANT'S area of expertise. Sub-consultant hired to address areas outside of CONSULTANT'S area of expertise will be billed with a 10% markup charge.
5. **Subcontracted commodity services (i.e. analytical laboratory services, drilling etc.).** Shall be billed at cost plus a 10% markup.
6. **Meals.** Meal expenses will be billed at cost + 10%.
7. **Lodging.** Lodging expenses will be billed at cost + 10%. Employees traveling for project work are required to use hotels, where available, that offer Stantec negotiated or special American Express rates. If a Stantec negotiated or special American Express hotel rate is not available, employees are to use the least expensive property in a similar star rating category

INSURANCE
REQUIREMENTS:

Before any services are provided under this agreement, Stantec shall procure, and maintain in effect during the term of this agreement, insurance coverage in amounts and on terms not less than set forth below.

General Liability: Commercial general liability insurance for personal and bodily injury, including death, and property damage in the amount of \$1,000,000 each occurrence and not less than \$2,000,000 in the aggregate.

Automobile Liability: Automobile liability insurance for bodily injury, including death, and property damage in the amount of \$1,000,000 each occurrence.

Professional Liability: Professional liability insurance for damages incurred by reason of any negligent act, error or omission committed or alleged to have been committed by Stantec in the amount of \$1,000,000 per claim and in the aggregate.

Workers' Compensation: As prescribed by applicable law.

Certificates: Upon request, Stantec shall provide certificates of insurance evidencing coverage required above. Each certificate shall provide that the coverage therein afforded shall not be cancelled except with thirty (30) days prior written notice to the CLIENT.

CITY OF WAUSAU 2015 BUDGET
GENERAL FUND STATEMENT OF REVENUES AND EXPENDITURES
BUDGET AND ACTUAL
August, 2015
NARRATIVE

REVENUES

Below is a description of notable items.

Other Taxes – In 2014 the City received an omitted tax payment of \$42,340 which is not a regularly occurring payment.

Shared Revenues – We received our re-estimate from the State of Wisconsin on September 9 our 2015 Shared Revenues will be \$4,013,090 which is \$1,045 more than budgeted and Expenditure Restraint will be \$12,803 less than their preliminary numbers.

Municipal Services – The City receives an annual payment for the state and this account will fall short of budget by \$10,990.

Permits – Building permits are showing a positive variance from 2014 but it is unknown at this time whether they will meet the budget projections. 2014 total revenue was \$181,803.

Fines, Forfeitures and Penalties – This revenue is down \$35,000 from the collections of August 2014. We dropped the 2015 budget as compared to the 2014 budget but this may not have been sufficient as the 2014 actual revenues were \$355,000. Based upon the past two year trends this revenue will fall short of budget by \$40,000.

Public Charges General Government – Reflect almost double the property assessment searches conducted by the Title Companies as last year this time with \$42,408 in 2015 revenue compared to \$26,200 in 2014. Part of this increase is offset by the exempt report fees that are collected every other year with \$6,000 collected in 2014.

Public Charges Public Safety – Currently revenues looking good exceeding both 2014 and budget projections. Strong EMS Collections to date.

Public Charges Streets – 2015 revenues appear down from 2014 and represent sidewalk shoveling charged to downtown property owners. The amount billed is down due to lack of snow.

Public Charges Recreation – it appears that 2015 revenues will lag 2014 revenues for winter recreation by about \$12,000. This is likely due to the cold weather, limited snow and the abrupt end to winter. Overall we did not meet the 2014 revenue budget of \$139,800 and could experience greater shortages in 2015 due to an increased budget. The closing of Memorial Pool will decrease revenues but expenses should also decrease mitigating the financial impact to the city. In addition, it appears that concessions and attendance at Kaiser is exceeding all expectations which may offset the winter shortfalls.

Public Charges Public Areas –This area contains a budget of \$60,000 for sponsorship revenue. No revenues have been realized to date. The timing of 2015 payments from the county is ahead of 2014.

Intergovernmental Charges for Services – No expected budget difficulties expected at this time.

Interest on General Investments – The 2014 and 2015 interest reflects timing of maturities and related interest accruals.

Miscellaneous Revenues – No expected budget difficulties expected at this time. The increase in revenues in rent of land and buildings represents a timing delay experienced in 2014 collections.

Other Financing Sources - No expected budget difficulties expected at this time. PILOT from the utility is being posted monthly in 2015 rather than at yearend.

EXPENSES

The budget to date appears in line with the budget with 62% of the budget spent and 67% of the year complete. In addition the expenses to date of \$19,533,195 are \$459,332 less than August of 2015.

Unclassified – This account contains that tax payment to Sears for \$86,419.

Fire – May have a few line items with issues. Other Professional Services funds the billing costs for EMS which is a percent of revenues. Since revenues are running high this account will too.

Ambulance – Lab supplies are nearly exhausted.

Transportation and Streets – These accounts reflect the minimal snowfall in 2015. Expenses continue to run in excess of \$700,000 less than 2014.

BUDGET RISKS - \$222,409

- Sponsorship Revenues \$60,000
- Municipal Service Revenues \$10,990
- Building Permit Revenue \$Unknown
- Fines and Forfeitures \$40,000
- Tax Payments \$86,419
- EMS Lab Supplies \$25,000
- Ambulance Billing Costs will depend upon continued high collections

CITY OF WAUSAU, WISCONSIN
GENERAL FUND
SCHEDULE OF REVENUES AND OTHER FINANCING SOURCES - BUDGET AND ACTUAL
Period Ended August 31, 2015

	Budgeted Amounts		Actual	Variance with	2014
	Original	Final		Final Budget	Actual
TAXES					
General property taxes	\$ 16,200,627	\$ 16,200,627	\$ 16,200,627	\$ -	\$ 15,843,883
Mobile home parking fees	28,000	28,000	18,948	(9,052)	20,690
Payments in lieu of taxes	115,000	115,000	3,100	(111,900)	2,324
Other taxes	<u>67,709</u>	<u>67,709</u>	<u>67,059</u>	<u>(650)</u>	<u>109,601</u>
Total Taxes	<u>16,411,336</u>	<u>16,411,336</u>	<u>16,289,734</u>	<u>(121,602)</u>	<u>15,976,498</u>
INTERGOVERNMENTAL					
State shared taxes	4,434,045	4,434,045	986,256	(3,447,789)	1,059,633
Expenditure restraint	771,566	771,566	771,566	-	755,879
Fire insurance tax	105,000	105,000	102,678	(2,322)	104,834
Municipal services	195,000	195,000	184,010	(10,990)	195,507
Transportation aids	2,541,749	2,541,749	1,902,988	(638,761)	1,781,293
Other grants	<u>123,834</u>	<u>123,834</u>	<u>121,440</u>	<u>(2,394)</u>	<u>161,194</u>
Total Intergovernmental	<u>8,171,194</u>	<u>8,171,194</u>	<u>4,068,938</u>	<u>(4,102,256)</u>	<u>4,058,340</u>
LICENSES AND PERMITS					
Licenses	175,531	175,531	167,031	(8,500)	170,135
Franchise fees	340,000	340,000	157,043	(182,957)	192,433
Permits	<u>227,519</u>	<u>227,519</u>	<u>141,143</u>	<u>(86,376)</u>	<u>122,939</u>
Total Licenses and Permits	<u>743,050</u>	<u>743,050</u>	<u>465,217</u>	<u>(277,833)</u>	<u>485,507</u>
FINES, FORFEITURES AND PENALTIES					
	<u>398,000</u>	<u>398,000</u>	<u>236,713</u>	<u>(161,287)</u>	<u>272,229</u>
PUBLIC CHARGES FOR SERVICES					
General government	67,300	67,300	56,314	(10,986)	44,711
Public safety	1,377,200	1,377,200	1,019,972	(357,228)	852,055
Streets and related facilities	79,971	79,971	103,524	23,553	114,554
Recreation	144,700	144,700	83,178	(61,522)	81,549
Public areas	<u>159,479</u>	<u>159,479</u>	<u>51,662</u>	<u>(107,817)</u>	<u>47,612</u>
Total Public Charges for Services	<u>1,828,650</u>	<u>1,828,650</u>	<u>1,314,650</u>	<u>(514,000)</u>	<u>1,140,481</u>
INTERGOVERNMENTAL CHARGES FOR SERVICES					
State and federal reimbursements	11,340	11,340	180	(11,160)	160
County and other municipalities	236,264	239,514	67,109	(172,405)	68,848
City departments	<u>1,249,432</u>	<u>1,249,432</u>	<u>13,312</u>	<u>(1,236,120)</u>	<u>20,553</u>
Total Intergovernmental Charges for Services	<u>1,497,036</u>	<u>1,500,286</u>	<u>80,601</u>	<u>(1,419,685)</u>	<u>89,561</u>

CITY OF WAUSAU, WISCONSIN
GENERAL FUND
SCHEDULE OF REVENUES AND OTHER FINANCING SOURCES - BUDGET AND ACTUAL (Continued)
Period Ended August 31, 2015

	Budgeted Amounts		Actual	Variance with Final Budget	2014 Actual
	Original	Final			
COMMERCIAL					
Interest on general investments	\$ 260,000	\$ 260,000	\$ 271,522	\$ 11,522	\$ 185,360
Interest on special assessments	15,000	15,000	599	(14,401)	140
Other interest	<u>19,000</u>	<u>19,000</u>	<u>29,205</u>	<u>10,205</u>	<u>7,482</u>
Total Commercial	<u>294,000</u>	<u>294,000</u>	<u>301,326</u>	<u>7,326</u>	<u>192,982</u>
MISCELLANEOUS REVENUES					
Rent of land and buildings	210,100	210,100	161,179	(48,921)	127,083
Sale of City property/loss compensation	12,500	12,500	18,190	5,690	10,874
Other miscellaneous revenues	<u>110,022</u>	<u>110,022</u>	<u>102,930</u>	<u>(7,092)</u>	<u>128,339</u>
Total Miscellaneous Revenues	<u>332,622</u>	<u>332,622</u>	<u>282,299</u>	<u>(50,323)</u>	<u>266,296</u>
OTHER FINANCING SOURCES					
Transfers in	<u>1,897,000</u>	<u>1,897,000</u>	<u>1,110,909</u>	<u>(786,091)</u>	<u>-</u>
TOTAL REVENUES AND OTHER FINANCING SOURCES					
	<u>\$ 31,572,888</u>	<u>\$ 31,576,138</u>	<u>\$ 24,150,387</u>	<u>\$ (7,425,751)</u>	<u>\$ 22,481,894</u>

CITY OF WAUSAU, WISCONSIN
GENERAL FUND
SCHEDULE OF EXPENDITURES - BUDGET AND ACTUAL
Period Ended August 31, 2015

	<u>Budgeted Amounts</u>		<u>Actual</u>	<u>Variance with Final Budget</u>	<u>2014 Actual</u>
	<u>Original</u>	<u>Final</u>			
GENERAL GOVERNMENT					
City Council	\$ 112,122	\$ 102,122	\$ 55,136	\$ 46,986	\$ 55,246
Mayor	203,263	203,263	131,043	72,220	152,280
City Promotion	124,600	124,600	70,866	53,734	83,722
Finance department	471,638	471,638	328,702	142,936	324,054
Data processing	696,369	696,369	412,610	283,759	484,889
City clerk/customer service	492,398	492,398	313,060	179,338	324,544
Elections	34,950	34,950	17,802	17,148	37,896
Assessor	595,907	595,907	354,927	240,980	383,925
City attorney	490,025	490,025	282,049	207,976	328,247
Municipal court	128,529	128,529	79,712	48,817	83,850
Human resources	293,937	293,937	218,559	75,378	213,287
City hall and other municipal buildings	321,523	321,523	180,211	141,312	189,537
Unclassified	32,000	135,192	112,206	22,986	13,052
Total General Government	<u>3,997,261</u>	<u>4,090,453</u>	<u>2,556,883</u>	<u>1,533,570</u>	<u>2,674,529</u>
PUBLIC SAFETY					
Police department	8,973,536	8,968,536	5,713,168	3,255,368	5,455,771
Fire department	3,431,816	3,431,816	2,324,445	1,107,371	2,174,002
Ambulance	2,991,652	2,999,902	1,830,841	1,169,061	1,904,698
Inspections and electrical systems	705,394	705,394	421,425	283,969	422,048
Total Public Safety	<u>16,102,398</u>	<u>16,105,648</u>	<u>10,289,879</u>	<u>5,815,769</u>	<u>9,956,519</u>
TRANSPORTATION AND STREETS					
Engineering	1,401,003	1,401,003	867,606	533,397	952,440
Department of public works	6,082,730	6,084,430	3,675,943	2,408,487	4,470,277
Total Transportation and Streets	<u>7,483,733</u>	<u>7,485,433</u>	<u>4,543,549</u>	<u>2,941,884</u>	<u>5,422,717</u>
SANITATION, HEALTH AND WELFARE					
Garbage and refuse collection	1,537,400	1,537,400	882,648	654,752	859,302
NATURAL RESOURCES/RECREATION					
Parks and recreation	2,452,096	2,460,396	1,260,236	1,200,160	1,079,460
TOTAL EXPENDITURES	<u>\$ 31,572,888</u>	<u>\$ 31,679,330</u>	<u>\$ 19,533,195</u>	<u>\$ 12,146,135</u>	<u>\$ 19,992,527</u>

CITY OF WAUSAU, WISCONSIN
GENERAL FUND
SUMMARY OF BUDGET MODIFICATIONS
Period Ended August 31, 2015

BUDGET REVENUES RECONCILIATION

2015 ADOPTED BUDGET	\$ 31,572,888
Budget modification for Police Department for sale of sniper rifle	<u>3,250</u>
2015 MODIFIED BUDGET	<u>\$ 31,576,138</u>

BUDGET EXPENDITURES RECONCILIATION

2015 ADOPTED BUDGET	\$ 31,572,888
Resolution 12-0313 Budget modification for settlement of tax claims by Sears Holdings Corporation	86,419
Budget modification for Police Department for use of sniper rifle proceeds for SWAT equipment	3,250
Resolution 15-0406 Budget modification for settlement of tax claim by Associated Bank	<u>16,773</u>
2015 MODIFIED BUDGET	<u>\$ 31,679,330</u>

CAPITAL IMPROVEMENTS AND STREET MAINTENANCE COMMITTEE

Date of Meeting: August 20, 2015, at 6:30 p.m. in the Council Chambers of City Hall.

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

Also Present: Lindman, Jacobson, Lenz, Wesolowski

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

Noting the presence of a quorum, at approximately 6:30 p.m. Chairperson Rasmussen called the meeting to order.

Discussion and possible action on the preliminary plans and cross section approval for the Thomas Street Project

Lindman explained that last month CISM directed AECOM to complete a realignment of Thomas Street. The alignment was moved approximately five feet south between 15th Avenue and 12th Avenue to minimize the impacts on the north side and then transition the alignment on the north between 12th and 11th. Staff would like a decision on the road alignment to move forward with a plat and then possibly start the real estate process.

Rasmussen stated that last month a number of residents voiced comments on both designs. The goal all along has been to reduce the number of total acquisitions. However, it was never the committee's goal to reduce the acquisitions to the point where they either create unsafe conditions for residents or they leave unsafe conditions in place. With that understanding, AECOM was directed to design the shift in the road. That plan has some issues but has resolved a couple of others. She noted that on AECOM's layout the properties marked with purple dots are the must haves. However, that does not mean that this committee cannot send a recommendation to Economic Development and Finance to consider acquiring a few additional properties that will either have short driveways or the sidewalk near their front step.

Abitz questioned how close the door to Treu's will be to the right-of-way. Gerland stated the right-of-way will be closer to their front door. If there would be issues with the door, the access can be modified as part of the real estate process. Abitz has not spoken with Treu's lately, but previously there was talk about creating a new parking area for the business. Gerland stated that would be work above and beyond where they are at with the preliminary plans and plat. With the plat, only the properties needed for the road right-of-way would be purchased. Items beyond that, such as Treu's parking, would have to be addressed separately.

Abitz has always been concerned with safety issues. With the amount of traffic there is not a good break for property owners to exit their property. Traffic reports dating back to the late 60's and early 70's list this area as a safety concern due to accidents. Rasmussen believes that when acquisitions begin, the must have properties would go to the Finance Committee. The additional properties acquired for future development would have to go to Economic Development. Accident statistics along with redevelopment potential can be provided. If Economic Development recommends acquisitions, then their recommendation would be sent to Finance. Discussion followed on a property where the front entrance would have to be changed. Abitz added that although new traffic counts have not been done, traffic has increased since Thomas Street has been overlaid.

Abitz moved to approve the preliminary plans and cross section as presented, with Parcels 17, 18, 19, 20 and 71 forwarded to Economic Development for consideration of acquisition for development and safety concerns. Mielke seconded.

Abitz stated that Tremor's is well aware of the plan and has been looking for a new location or may rebuild on the site. The owners of the Hmong grocery store would like to stay on Thomas Street. The building on the corner of 10th and Thomas has been completed and available for a business.

Gerland explained that the road between 15th Avenue and 12th Avenue was shifted to the south. Temporary easements would be needed for construction. He noted there was a S curve at the intersection of 15th Avenue and the right-of-way was closer to Webko. By shifting the road, the S curve was eliminated. Gerland stated improvements were made between 15th Avenue and 12th Avenue. The right-of-way between 11th and 12th impacts the properties but not enough that the properties are needed for the road project, which is why Economic Development will have to be involved for acquisition. Rasmussen asked that those properties be delineated differently on the maps so it is easy to note the difference. When GRAEF's design was incorporated, the number of full acquisitions was greatly reduced. However, GRAEF's design was done with aerials and without actual survey data. It was known there still would be some give and take to the actual number of purchases. Gisselman questioned if the block on the north side between 11th and 12th was identified for economic development at any time. Abitz believes that block has always been discussed for development and that the entrances would be off of the side streets to improve safety. Rasmussen is on the Economic Development Committee and it was her intention to explain the safety issues on the north side properties and the marketability of the south side properties.

Chris Bargender, 1118 West Thomas Street, stated his wife showed her emotions at the last meeting. He is happy with what has been said tonight. When the project was brought up 10 years ago, his entire block was supposed to be bought out, which is why he or his wife appear at CISM every month. With this shifted plan they are left in limbo if they will be bought out for economic development. The traffic flow is insane in front of his house and agrees with Abitz that new traffic counts should be taken. He indicated that the residents in his block want to be bought out.

Roger Aho, 1105 West Thomas Street, stated he is happy with what he has heard tonight. However, if economic development does happen, he does not want to be prolonged two to three years after the road project. Rasmussen believes it would be done at the same time. Lindman added that the process is different between the properties that need to be acquired and the remaining properties, but the intent would be to have acquisitions take place before the road construction.

Lenz stated the GRAEF plan shows the south side being redeveloped. He questioned if the terrace area would be consistent throughout the project and Gerland confirmed.

There being a motion and a second, motion to approve the preliminary plans and cross section as presented, with Parcels 17, 18, 19, 20 and 71 forwarded to Economic Development for consideration of acquisition for development and safety concerns passed unanimously 5-0.

AGENDA ITEM

Discussion and possible action on the preliminary plans and cross section approval for the Thomas Street Project

BACKGROUND

AECOM has prepared an additional plan view adjusting the road alignment as follows:

- Moved the alignment approximately 5 feet south between 15th & 12th Avenues to minimize impacts on the north side properties.
- Transition road alignment to the north between 12th & 11th. The road construction with this alignment does not require acquisition of residential structures between 11th and 12th.

At the July meeting it was requested the staff prepare/identify accidents in the along the Thomas Street corridor. A map has been prepared showing the number of accidents, location of the accidents and the year the accidents took place.

FISCAL IMPACT

The redesign of Thomas Street, as requested by CISM, will have additional cost from AECOM.

STAFF RECOMMENDATION

Staff recommends CISM decide on a design layout in order to move the project forward. Once a layout is approved a final plat can be prepared to begin getting prices for real estate services.

Staff recommends the committee determine if and how to proceed with any additional land acquisitions that are not required for the road construction but may be required for the benefit of the City or to alleviate a safety concern.

Staff contact: Eric Lindman 715-261-6745

Lori Wunsch

From: Eric Lindman
Sent: Thursday, August 13, 2015 12:02 PM
To: Lori Wunsch
Subject: FW: Thomas Street - updated aerial drawings
Attachments: plan4_photo.pdf; plan1_photo.pdf; plan2_photo.pdf; plan3_photo.pdf

Include these updated

From: Gerland, Bruce [<mailto:BRUCE.GERLAND@aecom.com>]
Sent: Thursday, July 30, 2015 1:37 PM
To: Eric Lindman
Subject: FW: Thomas Street - updated aerial drawings

Eric,

See below, in a hurry this morning and sent this to the wrong Eric.

Bruce Gerland, P.E.
Project Manager II, Transportation
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bruce.gerland@aecom.com

AECOM
200 Indiana Avenue, Stevens Point, WI 54481
T 715.341.8110 F 715.341.7390
www.aecom.com

From: Gerland, Bruce
Sent: Thursday, July 30, 2015 10:14 AM
Cc: Sean Gehin (sean.gehin@ci.wausau.wi.us); Allen Wesolowski (Allen.Wesolowski@ci.wausau.wi.us)
Subject: Thomas Street - updated aerial drawings

Eric,

Attached for your review and comment are updated 2D horizontal geometric drawings on an aerial base for the Thomas Street project. Plan 1 is on the west end (17th Ave) and Plan 4 is on the east end (4th Ave). Between 15th Avenue and 12th Avenue, we moved the alignment approximately 5 feet south, basically matching the back of walk on the north side of the roadway and minimizing impacts to these residential properties (we will still need TLE's for construction). Between 12th and 11th, we transition the roadway to the north side of the road, holding the south back of sidewalk from mid-block between 11th and 10th to the east. With this new transition, we have slightly more impact to the properties on the north side of the roadway between 12th and 11th. Even with this change, the roadway does not require acquisition of the residential structures. This will be a decision that needs to be made separate from the roadway project.

We also put a 3.5 degree skew in the intersection of 15th Ave to minimize impacts to Webko (plan 4).

I will be out until next Wednesday, so if you have comments, let Timm Kuhn know.

I've instructed Lance to begin the right of way plat from 10th to 4th, as I don't think the decisions in this area will change.

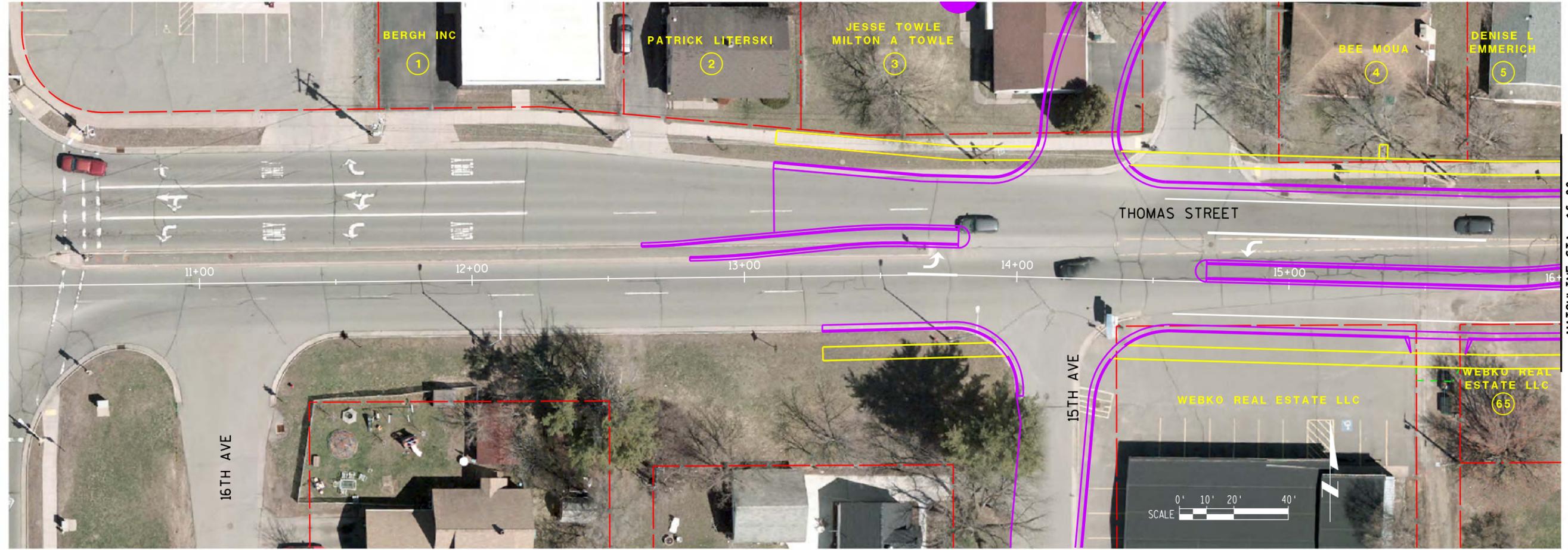
Bruce Gerland, P.E.
Project Manager II, Transportation

D 715.342.3010 C 715.340.2098
bruce.gerland@aecom.com

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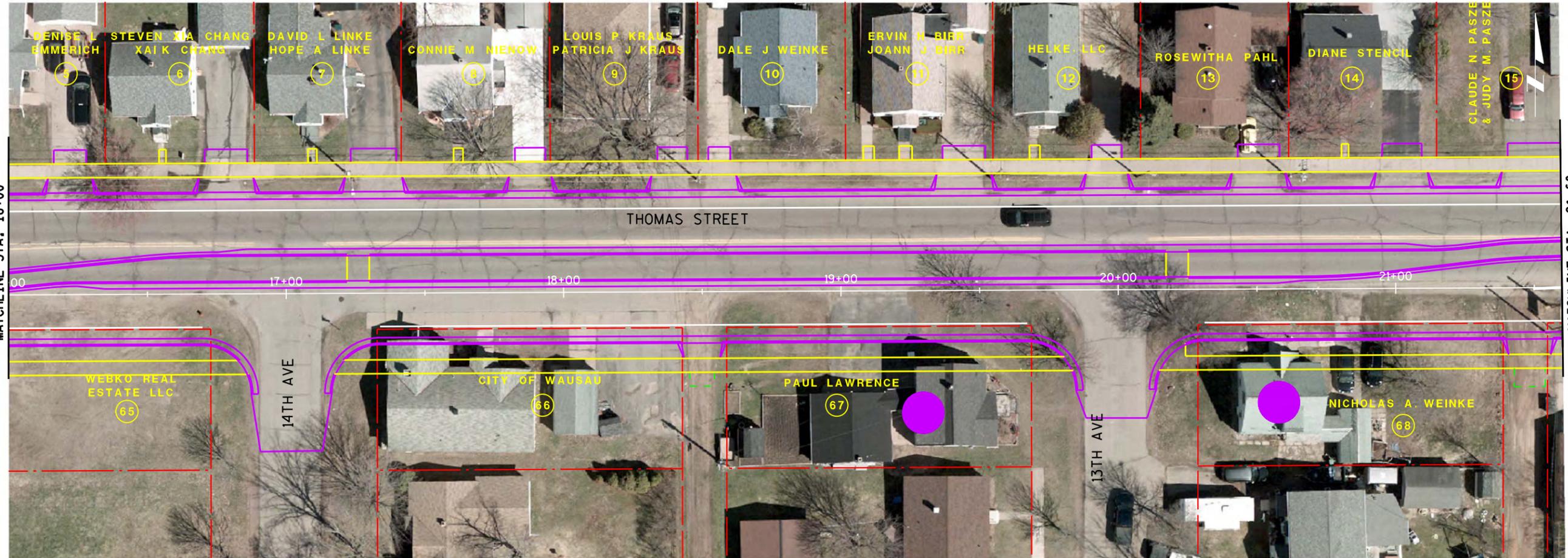
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17TH AVE



MATCHLINE STA. 16+00

MATCHLINE STA. 16+00



MATCHLINE STA. 21+60

DRN BY:	DES BY:	CHK BY:	APP BY:	REV	DESCRIPTION	DRN	CHK	DATE (M/D/Y)

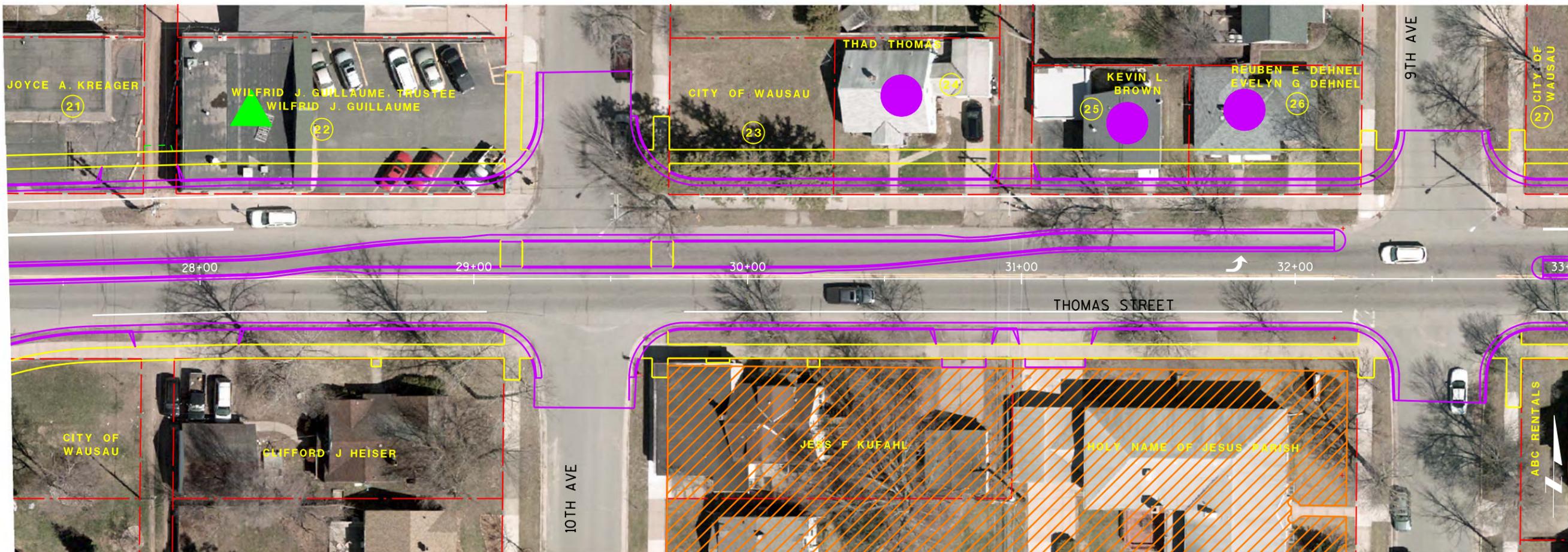
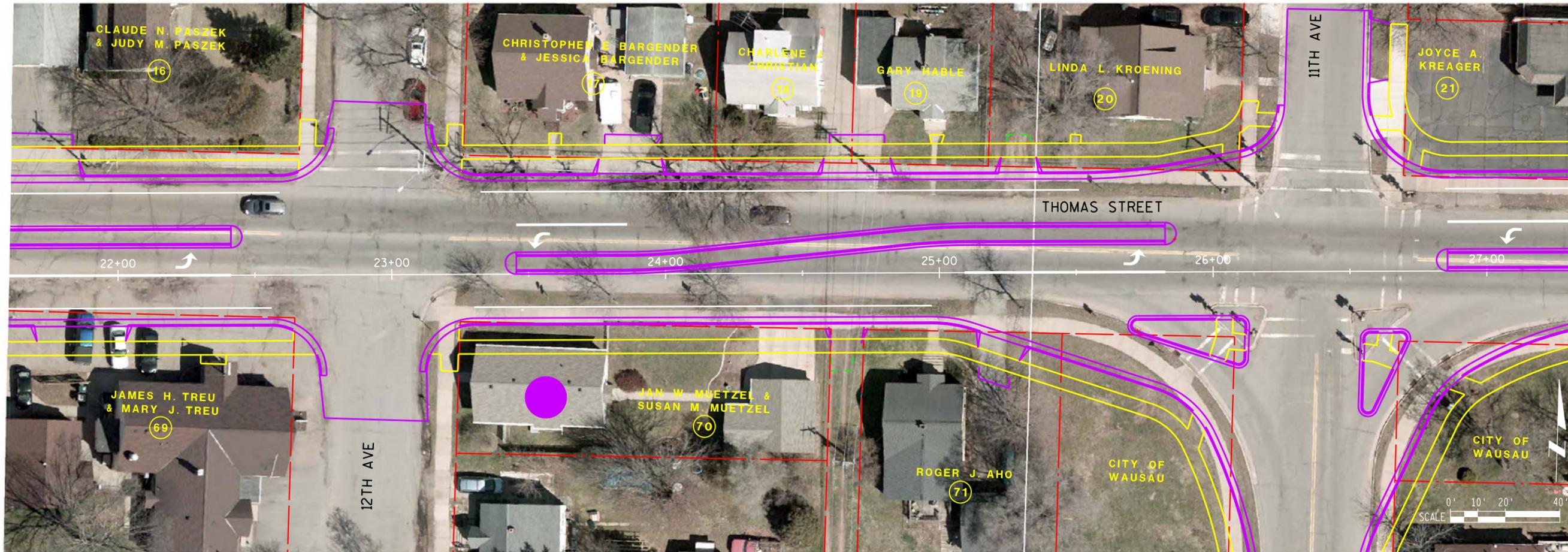
AECOM
 200 Indiana Avenue
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 T 715.341.8110 F 715.341.7390
 WWW.AECOM.COM

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

PLAN VIEW

PROJECT START DATE (M/Y)	XXXX 2015
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SHEET NO.	XX-Y-Z
DRAWING NO.	000

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NO.	DATE	BY	DESCRIPTION

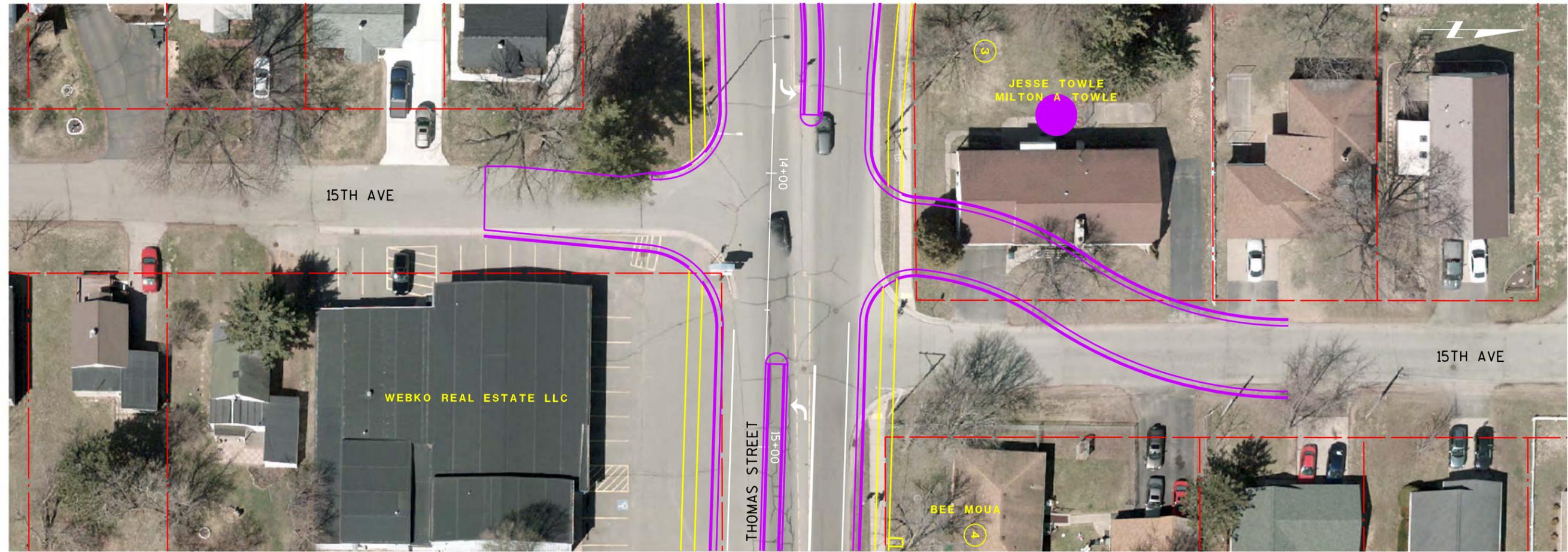
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CITY OF WAUSAU
THOMAS ST (17TH AVE TO 4TH AVE)
WAUSAU, WISCONSIN

PLAN VIEW

PROJECT START DATE (M/Y)	XXXX 2015
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DRAWING NO.	000

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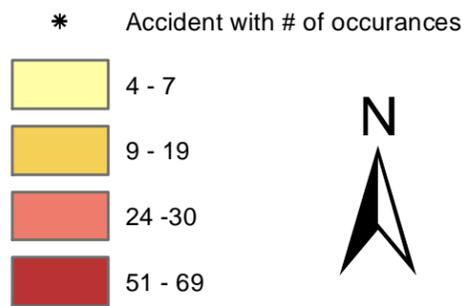
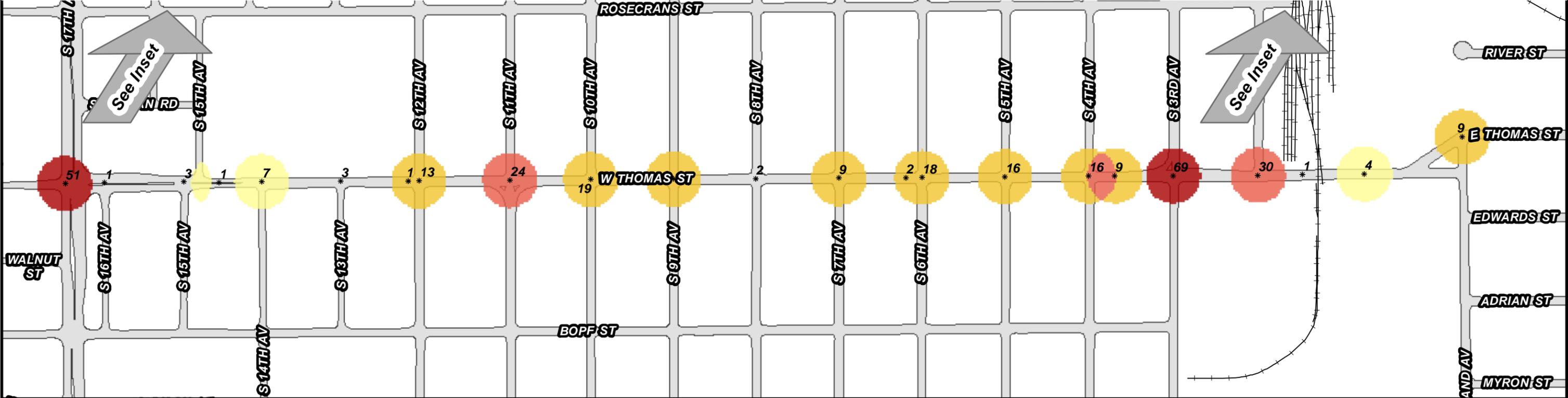
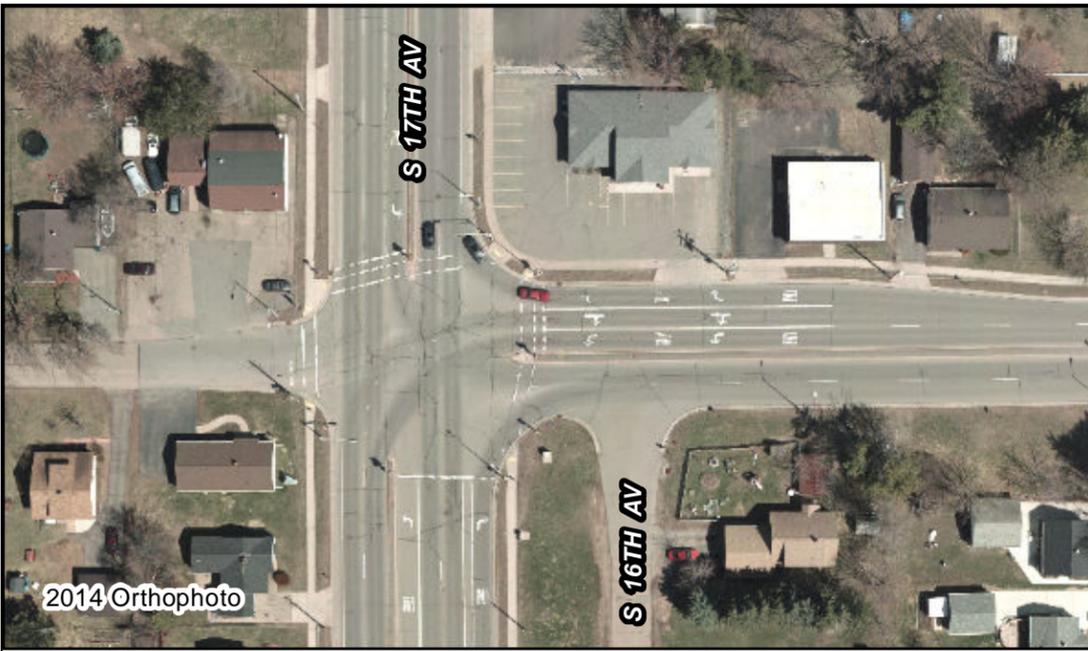


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DRAWING NO.		000

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

CITY OF WAUSAU THOMAS ST (17TH AVE TO 4TH AVE) WAUSAU, WISCONSIN		PLAN VIEW
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Traffic Accidents

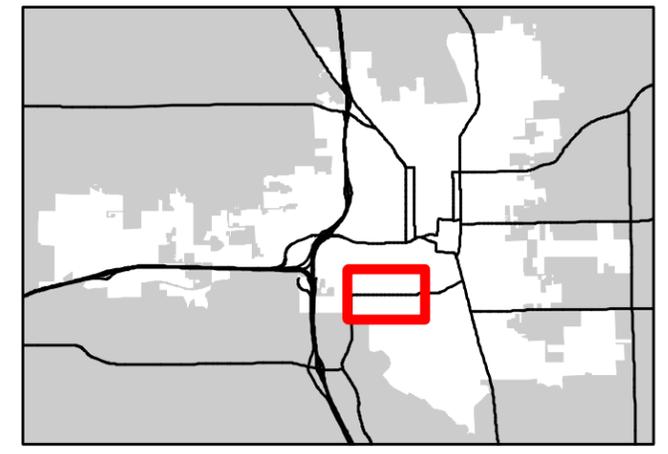
W Thomas Street

(S 17TH AV - CLEVELAND AV)

Data sample from September 2006 - July 2015
Spatial Analyst - Point Density

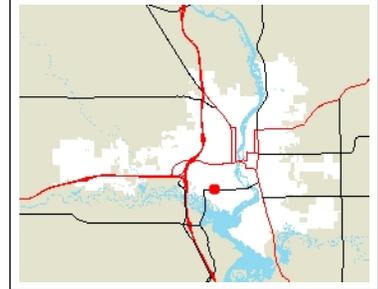
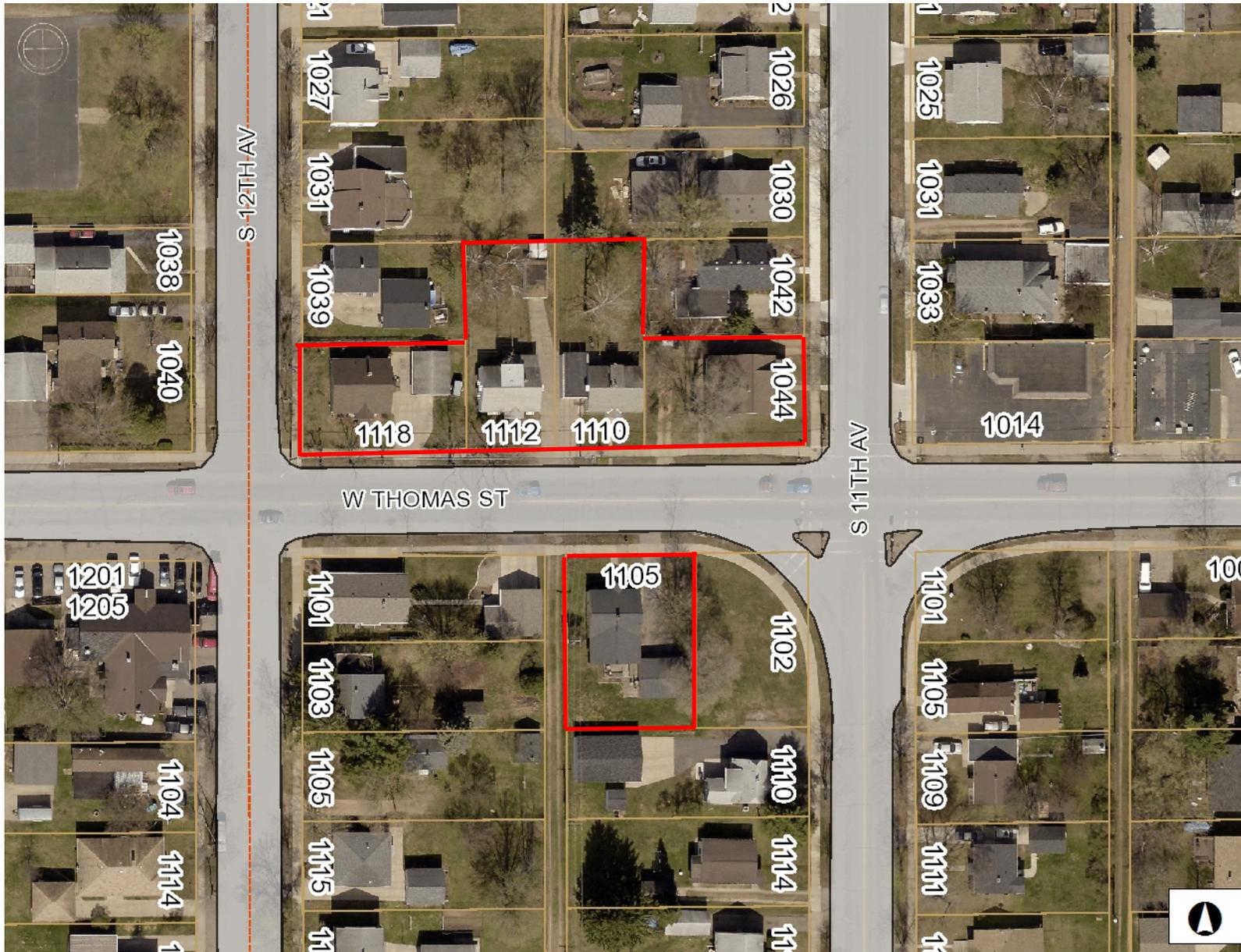
Date: 07/24/2015

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 2. THIS MAP WAS COMPILED AND DEVELOPED BY THE CITY OF WAUSAU AND MARATHON COUNTY GIS. THE CITY AND COUNTY ASSUME NO RESPONSIBILITY FOR THE ACCURACY OF THE INFORMATION CONTAINED HEREIN.
 3. MAP FEATURES DEVELOPED FROM APRIL 2010 AERIAL PHOTOGRAPHY.
 4. GIS@CI.WAUSAU.WI.US





DPW Mapping System



Legend

- Parcels
- Section Lines/Numbers
- Railroad
- Bridge
- Overpass
- Paved Road
- Stream - River
- Pond - Lake
- Wausau Wetland

Map Created: 9/17/2015

41.74 0 41.74 Feet



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THIS MAP IS NOT TO BE USED FOR NAVIGATION

User_Defined_Lambert_Conformal_Conic

Notes